

**Regular Meeting #28 - 2024**  
**Fairfield County Commissioners' Office**  
**July 9, 2024**

**Review Meeting**

The Commissioners met at 9:00 a.m. at 210 E. Main St., Lancaster, OH. Commissioner Levacy called the meeting to order, and the following Commissioners were present: Jeff Fix and Dave Levacy. County employees present: County Administrator, Aundrea Cordle; Deputy County Administrator, Jeff Porter; Commissioners' Clerk, Rochelle Menningen; Communications and Information Coordinator, Bennett Niceswanger; Budget Director, Bart Hampson; Deputy Romine; Deputy Utilities Director, Josh Anders; Facilities & EMA Director, Jon Kochis; IT Director, Dan Neeley; Assistant Prosecuting Attorneys, Amy Brown-Thompson and Austin Lines; JFS Director, Corey Clark; Auditor, Dr. Carri Brown; Recorder, Lisa McKenzie; Deputy JFS Director, Heather O'Keefe; Operations Director, Jason Grubb; Dog Warden, Leighann Adams; Economic & Workforce Development Director, Rick Szabrak; DD Superintendent, Dr. David Uhl; Planner, Joshua Hillberry; Deputy Director of CPS, Sarah Fortner; and JFS Budget Director; Josh Crawford. Also in attendance: Sherry Pymer, Stephanie Taylor, Bryan Everitt, Jeff Williamsen, Barb Martin, Frank Martin, Jo Price, Corey Schoonover, Mike Claar, Patsy Townsend, Betty Bennett, George Bennett, Brandy Marshall, Selina McCord, Kayla Cowan, Evan Martin, Scott Barr, and Jerry Starner.

Virtual attendees: Steve Davis, Joe Ebel, Beth Cottrell, Belinda Nebbergall, Lori Hawk, Nikki Drake, Jennifer Morgan, Greg Forquer, Jim Bahnsen, Jeff Barron, Shelby Hunt, Aubrey, Steven Darnell, Tony Vogel, Stacy Hicks, Joe, Jane Harf, Deborah, Tony Howard, Todd Menningen, Baylie Blevins, Andrea Spires, Josh Horacek, Brian Wolfe, Andy Boystel, and Ashley Arter.

**Welcome**

Commissioner Levacy opened the meeting by welcoming everyone in attendance.

**Recognition of Fisher Catholic Boys 4x800 Relay Team**

The Fisher Catholic team that won the 2024 4x800 Relay Team Division III State Title, and the individual that won the 800m Division III State Title, along with Fisher Catholic Coaches Gary Moore and Jamie Garabrandt, attended the meeting. The individual that won the 800m spoke and stated that it was an honor to be presented with a proclamation from the Commissioners and added that he and the team felt the accomplishment of winning a State Title would be something they would remember for the rest of their lives.

**Humane Society Update**

Corey Schoonover, Executive Director of the Fairfield County Humane Society, spoke about the Trap and Release Program for cats and added that he had spoken about the program when he provided an update in 2023. Mr. Schoonover displayed a map that indicated where the greatest number of cats were located that were a part of the program. The map and materials provided by Mr. Schoonover are in the minutes. The Humane Society catches, spays or neuters, and then releases, approximately fifty cats twice a month, preventing thousands of un-homed kittens from running as strays in Fairfield County. The program also reduces the number of cats that are taken into the Humane Society.

Commissioner Fix asked if there were stats that provided the number of reductions in cats due to the program.

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Mr. Schoonover added that there are many variables in the data, but the numbers can be quite staggering. He continued by speaking about the 2400 sq. ft building with a surgery room project. The current building struggles to house fifty cats for surgery, and to also allow space for the Humane Society's clinics. The construction of the new building should begin in August.

Commissioner Fix asked about the cooperation between the Dog Shelter and Humane Society.

Mr. Schoonover stated that Fairfield County is the Humane Society's landlord. He added that the shelter and Humane Society share a drive and often share parking spaces. Services overlap but the Humane Society deals with animal cruelty while the Dog Shelter deals with dog bites.

Commissioner Levacy asked about the usage of the dog park by residents.

Mr. Schoonover stated that there are abundantly more dog parks than those that existed ten to twelve years ago. The park is still utilized but may not be as busy as when it first opened.

Commissioner Levacy asked Mr. Schoonover to contact the neighbors of the Humane Society regarding the construction project and Mr. Schoonover confirmed that he would contact them very soon.

**Public Comment**

Selina McCord of Millersport spoke about her family and their property and thanked the Commissioners for passing a resolution with industrial solar exclusionary zone. She stated that the Eastern Cottontail Solar Project is in the Ohio Power Siting Board's preapproval stage. She asked the Commissioners to pass a resolution prohibiting the Eastern Cottontail Solar Project.

Stephanie Taylor of Habitat for Humanity (Habitat) of Southeast Ohio introduced Habitat's new volunteer director. She spoke about Habitat of Southeast Ohio finishing and dedicating its 150<sup>th</sup> home and about the family that now owns their first home. She added that the celebration was attended by over seventy people and that the building of a new home will start at the Fairfield Career Center in the Fall.

Commissioner Levacy spoke about attending the dedication and added that he was impressed with the house, the yard, and the attendance at the celebration.

Commissioner Fix thanked the Habitat staff for everything they have done for Fairfield County.

**Legal Update**

Ms. Brown-Thompson spoke about Auditor of State Bulletin 2024-005. The bulletin addressed mandated fraud training, and the required tracking of the training.

Mr. Porter spoke about an email that would inform employees of the training, and the spreadsheet that would track completion.

Dr. Brown added that the training is easy, and the documentation is efficient.

**County Administration Update**

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



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**Week in Review**

*Lancaster-Fairfield Transit*

Lancaster-Fairfield Transit became a county department on July 1<sup>st</sup>. The transfer of governance was a smooth transition thanks to the many departments and staff team members who assisted in the preparations. Also, a big thank you to Commissioner Davis who had the foresight to bring Transit to the County. We welcome the Transit staff and look forward to the many services this department will offer county residents.

Mr. Szabrak spoke about coordinating non-emergency transportation and the three new contracts that transit now administers.

Ms. Cordle thanked all the departments and individuals that participated in the transfer of Transit from the City of Lancaster to Fairfield County.

Commissioner Levacy also thanked all involved in the transfer of Transit.

Commissioner Fix thanked Commissioner Davis for his instrumental part in the Transit transfer.

Commissioner Davis, who attended the meeting virtually, stated his appreciation for support of the plan to transfer Transit, and added that he looks forward to the future of Transit in Fairfield County.

Ms. Cordle spoke about charting an expanded course for transit.

Mr. Szabrak added that Dr. Uhl had reached out about funding for an accessible van and that Transit would be purchasing that vehicle.

*Roundtable*

Next Tuesday, July 16 from 1-4 is the Elected Official and Department Head meeting that is taking place at the Fairfield Center.

*ADAMH Board Member*

Cenell Boch was recently appointed to the ADMAH board and unfortunately, she is unable to serve. The Commission had also interviewed Baylie Blevins for a board position. Ms. Blevins is still interested in serving and therefore, a resolution formally appointing her will be for your consideration next week.

Aunie spoke about charting an expanded course for transit

**Highlights of Resolutions**

*Administrative Approvals*

The review packet contains a list of administrative approvals.

*Resolution Review*

There are 40 resolutions on the agenda for the Regular voting meeting.

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Resolutions of note:

- A resolution approving an agreement relating to Kroger as presented by legal counsel for national opioid litigation and an MOU to effectively distribute potential settlement funds.
- A resolution to approve an Expedited Type II Annexation of 5 +/- acres from Pleasant Township to the City of Lancaster. The petition for this five acre tract along Sheridan Drive was submitted by David Hodge on June 5<sup>th</sup> and first read at the Commissioners' June 11<sup>th</sup> meeting.
- A resolution to approve a repayment extension for an advance for Airport Fund #3011.
- A resolution appropriating money for the model zoning code.
- A resolution to authorize establishing a new capital project fund for the purchase and renovation of the building on Sheridan Drive.
- A resolution to appoint Ms. Missy Clum to the Area 20 Workforce Development Board. Ms. Clum will be replacing Ms. Marla Bailey who is no longer able to continue serving on the Board.
- The Engineer's Office submitted ten resolutions. One to approve an equipment lease agreement with the City of Lancaster. Two resolutions to approve advertising for the salt barn concrete pavement and the salt barn structure. One for a change order for the Refugee Road safety improvements. Four resolutions for approving contracts and notices to commence for micro surfacing and pavement markings. A resolution to approve a federal project agreement with ODOT for the Coonpath and Election House Road intersection. And a resolution to appropriate monies for personnel.30<sup>th</sup>

Mr. Grubb stated that the ground was broken for the Salt Barn in March and that the structure should be finished in November.

- A resolution for an agreement for the installation of security cameras and access control with Motorola.

Mr. Kochis added that the equipment would allow for better access and control.

- There are two resolutions for the Village of Pleasantville as part of the 2022 Community Development Block Grant program. One for Nash Builders for the Village of Pleasantville's ballfield improvements, and the other for the Pleasantville pool concrete deck improvements.

Ms. Cordle thanked Mr. Hillberry for his work on the CDBG program and added that the Regional Planning Commission would soon have a new team member.

- A resolution to approve the Meijer replat agreement for the OUCU Financial Credit Union.

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- And a resolution transferring a 2009 Ford F-150 and plow from Utilities to Facilities.

**Budget Review**

- Budget Director, Bart Hampson, had nothing to report.

**Calendar Review/Invitations Received**

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

- Lancaster Festival Welcome Picnic, July 17, 2024, 5:30 p.m., OU Lancaster Gymnasium, 1570 Granville Pike, Lancaster
- Athena Awards Banquet, August 1, 2024, 5:30 p.m., The Mill Event Center, 431 S. Columbus St., Lancaster
- Senior Expo & Health Fair, August 23, 2024, 10:00 a.m. – 2:00 p.m., Fairfield County Fairgrounds, Ed Sands Building, 157 E. Fair Ave., Lancaster

**Correspondence Received**

- Press Release, Fairfield County Commissioners, July 1, 2024, "Lancaster-Fairfield Public Transit Joins Fairfield County as Official Department"
- Press Release, Fairfield County Health Department, June 28, 2024, "Fairfield County Point of Sale Tobacco Retailer Store Audits"
- Press Release, Office of the County Auditor, July 1, 2024, "Auditor's Office Unveils Updated Homestead Application Webpage"
- Ohio Auditor of State, June 26, 2024, Report on the Audit of the Financial Statements
- Correspondence Regarding Industrial Solar
- Juvenile & Probate Court's 2023 Annual Report
- Fairfield County Auditor's Wins of the Week, June 27, 2024
- Memo, Dr. Carri Brown, County Auditor, June 27, 2024, Subject: Hotel/Motel Lodging Tax Update – First Half of 2024
- Fairfield County Auditor's Call Center Update, June 26, 2024
- Fairfield County Auditor's July Map of the Month
- Fairfield County Auditor's Wins of the Week, July 3, 2024
- Memo, Dr. Carri Brown, County Auditor, July 3, 2024, Subjects: General Fund Budget & Strategic Plan Update
- Newsletter, Auditor's Ledger: News from the County Auditor's Office, June 2024
- Letter, Ohio Power Siting Board, Dated June 20, 2024
- Newsletter, Fairfield County Job and Family Services' e-Link Summer 2024
- Fairfield County Municipal Court, Criminal Traffic Division Fee Report, June 2024
- City of Lancaster Annual Comprehensive Financial Report, 2023

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**Old Business**

Commissioner Fix spoke about the Land Use Plan and continued meetings that work to protect land and taxpayers.

Commissioner Levacy spoke about the significance of Independence Day and congratulated Commissioner Fix on the accomplishments of the Land Use Plan.

**New Business**

Ms. Adams reported that the dog shelter has many animals who are adoptable.

Recorder McKenzie stated the new Team Dynamics portal for IT tickets is a great improvement and commended IT for its implementation.

Ms. Cordle explained the new ticketing system and thanked Mr. Neeley, Mr. Gordon, and the IT team for its implementation. She added that there is a broader application with the product that can be used.

Mr. Grubb spoke about the resolution for an equipment lease agreement between the Engineer's Office and the City of Lancaster and added there are minor changes to the agreement which renews each year.

Auditor Brown congratulated county departments and elected officials for their part in a clean audit. She added that she received word from the state that a private accounting firm will perform the 2024 audit. The Auditor also spoke about the Map of the Month, hotel/motel lodging taxes, the evening call center, and teaching at an upcoming AGA conference.

Mr. Szabrak spoke about the Workforce Center's STEM Camp and added that the next class has twenty-seven girls attending. He also thanked Steven Darnell and the Prosecutor's Office for their assistance with Transit's transfer of governance.

Ms. Cordle asked if there were plans for a video of the summer camps and Commissioner Levacy stated he would like to see a video again for 2024.

Mr. Kochis stated the women's restroom is receiving upgrades and will be closed until they are complete. He also advised everyone to expect potential inclement weather due to the hurricanes on the east coast.

Mr. Clark thanked Mr. Kochis and his team for the quick response of the air conditioning repair at the county payment center. He added that child support payments are accepted at that office and over \$20,000 a month is collected at that center.



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**Regular (Voting) Meeting**

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Virtual attendees: Steve Davis, Joe Ebel, Beth Cottrell, Belinda Nebbergall, Lori Hawk, Nikki Drake, Jennifer Morgan, Greg Forquer, Jim Bahnsen, Jeff Barron, Shelby Hunt, Aubrey, Steven Darnell, Tony Vogel, Stacy Hicks, Joe, Jane Harf, Deborah, Tony Howard, Todd Menningen, Baylie Blevins, Andrea Spires, Josh Horacek, Brian Wolfe, Andy Boystel, and Ashley Arter.

**Pledge of Allegiance**

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

**Announcements**

There were no additional announcements.

**Approval of Minutes for June 25, 2024**

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 25, 2024, meeting.

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

**Approval of Resolutions from the Fairfield County Board of Commissioners**

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

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|--------------|---|
| 2024-07.09.a | A Resolution to Approve Signing an Agreement Relating to Kroger as Presented by Legal Counsel for National Opioid Litigation  |
| 2024-07.09.b | A Resolution to Approve the Annexation of 5.0 +/- Acres from Pleasant Township to the City of Lancaster, Expedited Type II, Pursuant to ORC 709.023, David Hodge Petitioner |

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|--------------|---|
| 2024-07.09.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) 2024 Federal Aviation Administration (FAA) Bipartisan Infrastructure Law Grant |
| 2024-07.09.d | A resolution approving to Appropriate from Unappropriated into a major expense category for Grant Fund# 3034, subfund#8350 for the FY2024 Ohio Airport Grant Program/Ohio Department of Transportation (ODOT), and Advance from the General fund.                                 |
| 2024-07.09.e | A resolution authorizing the approval to extend the repayment date of an advance for Fund #3011 FAA grant sub fund #8272  |
| 2024-07.09.f | A resolution to appropriate from unappropriated funds in a major expenditure object category for fund# 2675 CDBG Program Income.  |
| 2024-07.09.g | A resolution authorizing a fund to fund transfer for the 3rd Quarter 2024 Allocation for the Multi County Juvenile Detention Center (MCJDC).  |
| 2024-07.09.h | A resolution to appropriate from unappropriated funds in a major expense object category for transfers in the General Fund and a fund to fund transfer to Fairfield County Regional Planning Commission   |
| 2024-07.09.i | A resolution authorizing the approval of repayment of an advance to the General Fund from Fund # 3034, Subfund# 8302 FY2022 ODOT Grant.   |
| 2024-07.09.j | A resolution to appropriate from unappropriated funds in a major expenditure object category for fund# 2591 HOME Program Income.  |
| 2024-07.09.k | A resolution authorizing the approval repayment of an advance to the General Fund for FAA grant fund# 3011, sub fund# 8303.   |
| 2024-07.09.l | 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.  |
| 2024-07.09.m | A resolution authorizing a fund to fund transfer for Fairfield County Job and Family Services (JFS) for the 3rd Quarter 2024 Allocation.  |
| 2024-07.09.n | A resolution authorizing a fund to fund transfer to the Fairfield County Family Adult Children First Council for Multi-Youth Committee for the 3rd payment of the 2024 Allocation.  |
| 2024-07.09.o | A Resolution Authorizing Fund-to-Fund Transfers for Intergovernmental Agencies for the 2nd Half 2024 Allocations  |
| 2024-07.09.p | A Resolution to Authorize the Establishment of a New Capital Project Fund for the Acquisition and Renovation of the Building on Sheridan, Appropriate from Unappropriated in Major Expenditure Object Categories, and a Fund-to-Fund Transfer                                     |

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2024-07.09.q      A Resolution to Approve the Appointment of Ms. Missy Clum to the Area  
20 Workforce Development Board (WDB)

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

**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:

2024-07.09.r      A Resolution to Approve an Equipment Lease Agreement with the City of  
Lancaster, Ohio

2024-07.09.s      A Resolution to Approve the Contract with Pavement Maintenance  
Systems, Inc. for the 2024 Microsurfacing Project

2024-07.09.t      A Resolution to Approve the Notice to Commence for the 2024  
Microsurfacing Project

2024-07.09.u      A Resolution to Approve the Contract with Aero-Mark Company, LLC for  
the 2024 Pavement Markings Project

2024-07.09.v      A Resolution to Approve the Notice to Commence for the 2024 Pavement  
Markings Project

2024-07.09.w      A Resolution to Approve Advertising for the Fairfield County Engineer  
Salt Barn Concrete Pavement Project

2024-07.09.x      A Resolution to Appropriate from Unappropriated in a Major Expenditure  
Object Category, Fund #2024-Motor Vehicle for Vacation, Sick, and  
Personal Time Payout

2024-07.09.y      A Resolution to Approve an LPA Federal Project Agreement with ODOT  
for Coonpath Road/Election House Road Intersection Safety Improvement  
Project

2024-07.09.z      A Resolution to Approve Advertising for the Fairfield County Engineer  
Salt Barn Structure Project

2024-07.09.aa     A Resolution to Approve a Change Order for the FAI-CR7-1.94 Refugee  
Road Intersection Safety Improvements

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

**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:

2024-07.09.bb      A Resolution Authorizing an Agreement for the Installation of Security  
Cameras and Access Control with Motorola

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

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

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

- |               |  |
|---------------|--|
| 2024-07.09.cc | A resolution to approve additional appropriations by appropriating from unappropriated into a major expense object category – Fund #7521 – Family Children First Council                                     |
| 2024-07.09.dd | A resolution to approve a memo exp./ memo receipt for the costs of Personnel for May Activity paid to Fairfield County Health Departments as a memo expenditure for fund# 7521 Family Children First Council |

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

**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:

- |               |   |
|---------------|---|
| 2024-07.09.ee | A resolution to approve additional appropriations by appropriating from unappropriated into a major expense object category – Fund # 2599 – Workforce Fund - Fairfield County JFS |
| 2024-07.09.ff | A resolution to approve a memo receipt and expenditure for Fairfield County Job & Family Services, Fund 2072 reimbursing Fund 2018  |

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

**Approval of a Resolution from Fairfield County Juvenile/Probate Court**

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 Juvenile/Probate Court:

- |              |   |
|--------------|---|
| 2024-06.25.h | A Resolution to Approve a Change Order for the 2024 Crack Sealing Project |
|--------------|---|

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

**Approval of Resolutions from the Fairfield County Regional Planning Commission**

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

- |               |   |
|---------------|---|
| 2024-07.09.hh | A Resolution Authorizing the Approval of a Contract Agreement by Fairfield County Board of County Commissioners and Nash Builders |
|---------------|---|



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- 2024-07.09.ii      A Resolution to Approve the Meijer Replat (OUCU Financial Credit Union), Final Plat, and Execute the Development Agreement
- 2024-07.09.jj      A Resolution to Approve Change Order #1 for the CDBG PY2022 Village of Pleasantville Pool Concrete Deck Improvements Project

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

**Approval of Resolutions from Fairfield County Utilities**

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 Utilities:

- 2024-07.09.kk      A Resolution Authorizing the Transfer of a 2009 Ford F-150 and Plow to the County Facilities Department
- 2024-07.09.ll      A resolution to appropriate from unappropriated in an expenditure object category Utilities Fund 5046.
- 2024-07.09.mm      A resolution to appropriate from unappropriated in an expenditure object category Utilities Fund 5044 and Fund 5046.

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

**Approval of the Payment of Bills**

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

- 2024-07.09.nn      A Resolution Authorizing the Payment of Invoices for Departments that Need Board of Commissioners' Approval

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

**Adjournment**

With no further business, On the motion of Jeff Fix and the second of Dave Levacy, the Board of Commissioners voted to adjourn at 9:56 a.m.

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

The next Regular Meeting is scheduled for 9:00 a.m. on Tuesday, June 16, 2024, in the Commissioners' Hearing Room, 210 E. Main St., Lancaster.

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Motion by: Jeff Fix

Seconded by: Steve Davis

that the July 9, 2024, minutes were approved by the following vote:

YEAS: Jeff Fix, Steve Davis, Dave Levacy

NAYS: None

ABSTENTIONS:

\*Approved on July 16, 2024

 _____ Dave Levacy Commissioner	 _____ Jeff Fix Commissioner	 _____ Steve Davis Commissioner
 _____ Rochelle Menningen, Clerk to the Board of Commissioners		



# REVIEW AGENDA

## BOARD OF COMMISSIONERS

**Commissioners:**

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

**County Administrator**

Aundrea N. Cordle

**Deputy County Administrator**

Jeffrey D. Porter

**Clerk**

Rochelle Menningen

**Tuesday, July 9, 2024**  
**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. Recognition of Fisher Catholic Boys 4x800 Relay Team****4. Humane Society Update, Corey Schoonover, Executive Director****5. Public Comments**

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

**6. Legal Update****7. County Administration Update**

- a. Week in Review
- b. Highlights of Resolutions
- c. Budget Review
- d. Recognitions/Thank-Yous
- e. Calendar Review/ Invitations Received
  - i. Lancaster Festival Welcome Picnic, July 17, 2024, 5:30 p.m., OU Lancaster Gymnasium, 1570 Granville Pike, Lancaster
  - ii. Athena Awards Banquet, August 1, 2024, 5:30 p.m., The Mill Event Center, 431 S. Columbus St., Lancaster
  - iii. Senior Expo & Health Fair, August 23, 2024, 10:00 a.m. – 2:00 p.m., Fairfield County Fairgrounds, Ed Sands Building, 157 E. Fair Ave., Lancaster
- f. Correspondence
  - i. Press Release, Fairfield County Commissioners, July 1, 2024, “Lancaster-Fairfield Public Transit Joins Fairfield County as Official Department”
  - ii. Press Release, Fairfield County Health Department, June 28, 2024, “Fairfield County Point of Sale Tobacco Retailer Store Audits”

**SERVE • CONNECT • PROTECT**



# REVIEW AGENDA

## BOARD OF COMMISSIONERS

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

**County Administrator**

Aundrea N. Cordle

**Deputy County Administrator**

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Rochelle Menningen

- iii. Press Release, Office of the County Auditor, July 1, 2024, “Auditor’s Office Unveils Updated Homestead Application Webpage”
- iv. Ohio Auditor of State, June 26, 2024, Report on the Audit of the Financial Statements
- v. Correspondence Regarding Industrial Solar
- vi. Juvenile & Probate Court’s 2023 Annual Report
- vii. Fairfield County Auditor’s Wins of the Week, June 27, 2024
- viii. Memo, Dr. Carri Brown, County Auditor, June 27, 2024, Subject: Hotel/Motel Lodging Tax Update – First Half of 2024
- ix. Fairfield County Auditor’s Call Center Update, June 26, 2024
- x. Fairfield County Auditor’s July Map of the Month
- xi. Fairfield County Auditor’s Wins of the Week, July 3, 2024
- xii. Memo, Dr. Carri Brown, County Auditor, July 3, 2024, Subjects: General Fund Budget & Strategic Plan Update
- xiii. Newsletter, Auditor’s Ledger: News from the County Auditor’s Office, June 2024
- xiv. Letter, Ohio Power Siting Board, Dated June 20, 2024
- xv. Newsletter, Fairfield County Job and Family Services’ e-Link Summer 2024
- xvi. Fairfield County Municipal Court, Criminal Traffic Division Fee Report, June 2024
- xvii. City of Lancaster Annual Comprehensive Financial Report, 2023

**8. Old Business****9. New Business**

- a. Updates from Elected Officials in Attendance

**10. Regular (Voting) Meeting****11. Adjourn****12. Commission Connection Video, 10:30****13. Land Bank Meeting, 11:00 a.m.****14. Transportation Improvement District Meeting, Fairfield County Records Center, 138 W. Chestnut St., Lancaster, 1:00 p.m.**

SERVE • CONNECT • PROTECT



**Quarters Total 2021, Total 2022, Total 2023, & Quarter 1,2 2024 – American Rescue Plan Fiscal Recovery Funds, as of 6.30.2024.**

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

**\$29,444,024.32 has been appropriated, \$21,914,791.86 expended, \$6,674,328.41 encumbered or obligated.**

<b>12Project/Category</b>		<b>As of 6/30/24 Appropriations</b>	<b>As of 6/30/24 Expenditure</b>	<b>As of 6/30/24 Obligation</b>
<b>Public Health</b>				
R15a	Public Health, PPE	199.90	199.90	0.00
R16a	Public Health, Medical Expenses	206,838.33	206,838.33	0.00
R16b	Public Health, COVID Medial Costs County Benefits Program	399,949.66	399,949.66	0.00
R17a	Public Health, Vaccination Clinic and Related Expenses	66,362.57	66,362.57	0.00
R17b	Public Health, Capital Investments and Public Facilities of the County	3,488,618.85	3,404,630.19	83,988.66
R17c	Public Health, Capital Investment for Air Quality Improvements	56,674.00	56,674.00	0.00
R17d	Public Health, Capital Investment for Health Equipment, Mobile Morgue	49,498.87	49,498.87	0.00
R17e	Public Health, Capital Investment for Sheriff Cruiser to Respond to Increased Violence	54,250.98	54,250.98	0.00
R18a	Professional Communications on Behalf of the Board of Health	34,577.94	34,577.94	0.00
R18b	Public Health, Creation of a Community Health Assessment (CHA)	48,943.10	48,943.10	0.00
R19a	Public Safety Payroll Support	1,600,361.39	1,462,626.90	0.00
R19b	Public Health Payroll Support	185,406.39	185,406.39	0.00
R19c	Other Public Sector Payroll Support	290,060.11	248,336.14	0.00
R110a	Mental and Behavioral Health	0.00	0.00	0.00
<b>Subtotal Public Health</b>		<b>6,481,742.09</b>	<b>6,218,294.97</b>	<b>83,988.66</b>
<b>Negative Economic Impacts</b>				
R210a	Emergency Assistance for Non- Profit Organizations, a Subgrant to the City of Lancaster	0.00	0.00	0.00
R210b	Emergency Assistance for Non- Profits, Subgrant The Lighthouse	120,000.00	120,000.00	0.00
R210c	Salvation Army	500,000.00	500,000.00	0.00
R210d	Habitat for Humanity	610,000.00	610,000.00	0.00

**Quarters Total 2021, Total 2022, Total 2023, & Quarter 1,2 2024 – American Rescue Plan Fiscal Recovery Funds, as of 6.30.2024.**

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<b>Project/Category</b>		<b>As of 6/30/24 Appropriations</b>	<b>As of 6/30/24 Expenditure</b>	<b>As of 6/30/24 Obligation</b>
R210e	ADAMH/LSS Housing Projects	3,000,000.00	748,622.88	2,251,377.12
R210f	Harcum House	100,000.00	100,000.00	0.00
R210g	Fairhope Hospice	100,000.00	0.00	0.00
R211a	Subgrant for Tourism, Support for the Fairfield County Fair	499,996.00	499,996.00	0.00
R211b	Aid to Tourism, Travel, Hospitality	18,278.01	18,278.01	0.00
R29a	Emergency Assistance Business Planning	146,829.87	146,829.87	0.00
R213a	Support for Agriculture and the Growing Community	35,000.00	35,000.00	0.00
R213b	Technical Assistance for Townships & Others	400,000.00	324,354.84	75,000.00
R213c	Contracts for Services to Support Residents Suffering Effects of the Pandemic	96,700.00	96,700.00	0.00
<b>Subtotal Negative Economic Impacts</b>		5,626,803.88	3,199,781.60	2,326,377.12
R310a	Housing Support, Affordable Housing Strategic Plan	39,554.00	39,554.00	0.00
<b>Subtotal Services Disproportionately Impacted Communities</b>		39,554.00	39,554.00	0.00
<b>Premium Pay</b>				
R41a	Premium Pay, Premium Pay for Emergency Management Agency Workers	27,907.72	27,907.72	0.00
<b>Subtotal Premium Pay</b>		27,907.72	27,907.72	0.00
<b>Infrastructure</b>				
R52a	Clean Water: Centralized Collection and Conveyance, Airport	598,480.00	444,480.86	105,729.68
R52b	Clean Water: Centralized Collection and Conveyance, Walnut Creek Sewer District	750,000.00	478,726.58	271,273.42

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**\$29,444,024.32 has been appropriated, \$21,914,791.86 expended, \$6,674,328.41 encumbered or obligated.**

Project/Category		As of 6/30/24 Appropriations	As of 6/30/24 Expenditure	As of 6/30/24 Obligation
R52c	Clean Water: Centralized Collection and Conveyance, Regional Lift Station	2,761,835.85	449,751.20	2,312,084.65
R56a	Clean Water, Stormwater	539,895.00	539,895.00	0.00
R511a	Drinking Water: Transmission/Distribution, Grant Hampton	894,729.11	800,318.61	0.00
R511b	Drinking Water: Transmission/Distribution, Airport	102,000.00	100,805.00	0.00
R511c	Drinking Water: Transmission/Distribution, Greenfield	1,900,000.00	0.00	0.00
R511d	Drinking Water: Transmission/Distribution, Baltimore	613,000.00	613,000.00	0.00
R511e	Drinking Water: Transmission/Distribution, Pleasantville	834,000.00	456,309.05	377,690.95
R516a	Broadband, "Last Mile" Projects	0.00	0.00	0.00
<b>Subtotal Infrastructure</b>		<b>7,093,939.99</b>	<b>3,883,286.30</b>	<b>3,066,778.70</b>
<b>Revenue Loss</b>				
R61a	SaaS and Technological Equipment	370,646.50	369,959.32	687.18
R61b	Recorder Document Scanning	337,984.72	337,984.72	0.00
R61c	Clerk of Courts Case Management	375,000.00	372,221.42	2,778.58
R61d	MARCS Tower Project	572,433.00	537,899.50	34,533.50
R61e	Dispatch Consoles	543,820.85	543,820.85	0.00
R61f	Fairfield Center Purchase	2,708,752.85	2,708,752.85	0.00
R61g	Fairfield Center Renovation	3,306,108.00	2,555,886.45	680,363.04

**Quarters Total 2021, Total 2022, Total 2023, & Quarter 1,2 2024 – American Rescue Plan Fiscal Recovery Funds, as of 6.30.2024.**

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<b>Project/Category</b>		<b>As of 6/30/24 Appropriations</b>	<b>As of 6/30/24 Expenditure</b>	<b>As of 6/30/24 Obligation</b>
R61h	Community School Attendance Program	486,110.43	342,557.72	19,057.60
R61i	Workforce Center Expansion	0.00	0.00	0.00
R61j	Smart Growth	200,000.00	197,657.97	2,342.03
R61k	United Way and Dolly Parton's Imagination Library	25,000.00	25,000.00	0.00
<b>R61l</b>	Auditor Historical Records Scanning	0.00	0.00	0.00
<b>R61m</b>	Engineer's Radios	80,000.00	80,000.00	0.00
<b>R61n</b>	Auditor Printers	4,357.66	4,357.66	0.00
<b>R61o</b>	Auditor Copiers	11,893.30	11,983.30	0.00
<b>R61p</b>	Bremen ADA Ramps	26,954.00	26,954.00	0.00
<b>R61q</b>	Transportation School Education Vehicles	38,357.90	38,357.90	0.00
<b>R61r</b>	Safety and Security	457,422.00	0.00	457,422.00
<b>R517a</b>	Beavers Field Utilities	37,346.77	36,606.46	0.00
<b>Revenue Loss</b>		9,582,277.98	8,190,000.12	1,197,183.93
<b>Administration</b>				
R71a	Administrative Expenses	591,798.66	355,967.15	0.00
<b>Subtotal Administration</b>		591,798.66	355,967.15	0.00
<b>Grand Total</b>		<b>\$29,444,024.32</b>	<b>\$21,914,791.86</b>	<b>\$6,674,328.41</b>



ADMINISTRATIVE AUTHORITY ITEMS  
FAIRFIELD COUNTY COMMISSIONERS' OFFICE  
JUNE 24, 2024 TO July 07, 2024

Fairfield County Auditor- Finance

- AA.07.02-2024.b Administrative Approval to approve the Short Term Rentals Training Change Order with GovOS. [Auditor- Finance]

Fairfield County Commissioners

- AA.06.25-2024.a An Administrative Approval for the payment(s) of the United Health Care (UHC) invoice for the Fairfield County Self-Funded Health Benefits Program – Fairfield County Board of Commissioners [Commissioners]
- AA.06.25-2024.d An Administrative Approval for the payment of invoices for departments that need Board of Commissioners' approval and have bills presented that are not more than \$75,000 per invoice. [Commissioners]
- AA.06.25-2024.e An Administrative Approval to approve the FY2024 FY2024 Bipartisan Infrastructure Law Grant application with the FAA [Commissioners]
- AA.07.02-2024.a An Administrative Approval for the payment(s) of the United Health Care (UHC) invoice for the Fairfield County Self-Funded Health Benefits Program – Fairfield County Board of Commissioners [Commissioners]
- AA.07.02-2024.g An Administrative Approval for the payment of invoices for departments that need Board of Commissioners' approval and have bills presented that are not more than \$75,000 per invoice. [Commissioners]
- AA.07.02-2024.i An Administrative Approval for the MARCS Agreement for Lancaster Fairfield Transit [Commissioners]

Fairfield County Domestic Relations Court

- AA.07.05-2024.a An Administrative Approval for Updating and Upgrading the Court Recording System of the Fairfield County Domestic Relations Court [Domestic Relations Court]

Fairfield County Family and Children First Council

- AA.06.25-2024.b Administrator Approval of Agreement and Assurances for an ADAMH sub-award for Family and Children First Council for State Fiscal Year 2025 [Family and Children First Council]
- AA.06.25-2024.c Administrative approval regarding a memorandum of understanding between the Fairfield County Family and Children First Council and the Fairfield County Board of Developmental Disabilities [Family and Children First Council]
- AA.07.02-2024.d Administrative approval regarding a memorandum of understanding between the Fairfield County Family and Children First Council and the Fairfield County ADAMH. [Family and Children First Council]

Fairfield County Job and Family Services

- AA.07.02-2024.e An Amendment to a previously approved Administrative Approval (AA.11.21-2023.c) regarding a Subgrant Agreement between Wood County Department of Job and Family Services and Fairfield County Department of Job and Family Services. [JFS]
- AA.07.02-2024.f An Administrative Approval to amend Healthy Aging Subgrants [JFS]  
Fairfield County Juvenile/Probate Court
- AA.07.02-2024.h An Administrative Approval for the approval of the Fairfield County Juvenile Court's Lease with Connexion West. [Juvenile/Probate Court]  
Fairfield County Sheriff
- AA.07.02-2024.c An Administrative Approval for the renewal of an agreement between Data Works Plus, LLC, and the Fairfield County Sheriff. [Sheriff]  
Fairfield County Utilities Department
- AA.07.02-2024.j 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]

# Lancaster Festival

## WELCOME PICNIC

PLEASE JOIN US! | Wednesday, July 17, 2024

### 2024 Lancaster Festival WELCOME PICNIC

**DATE** Wednesday, July 17  
**TIME** 5:30pm-7:30pm  
**WHERE** OHIO Lancaster Gym (1570 Granville Pike)  
**WHO** YOU!!!

**Celebrate the 2024 Walk of Fame inductees, orchestra musicians, host families and volunteers of the Lancaster Festival.**

Area restaurants, distributors and stores will provide a *Taste of Lancaster* for your sampling and enjoyment.

Please RSVP to (740) 687-4808 or email: [lgallimore@lancasterfestival.org](mailto:lgallimore@lancasterfestival.org) by **July 12, 2024**.

We hope to see you there!



Lancaster Festival  
P.O. Box 1452  
Lancaster, OH 43130  
(740) 687-4808  
[www.LancasterFestival.org](http://www.LancasterFestival.org)



Commissioner Steve Davis  
210 E Main Street  
Suite 301  
Lancaster, OH 43130



YOU ARE INVITED!



38<sup>TH</sup> ANNUAL LANCASTER • FAIRFIELD COUNTY

# ATHENA Awards Banquet

PRESENTED BY:



LANCASTER FAIRFIELD COUNTY  
CHAMBER OF COMMERCE



You are cordially invited to the 38th annual

## ATHENA AWARDS BANQUET

Featuring the presentation of the 2024 ATHENA Leadership and Emerging ATHENA Awards

**Thursday, August 1, 2024**

The Mill Event Center • 431 S. Columbus St., Lancaster, Ohio

5:30 PM	Registration
6:15 PM	Dinner
7:00 PM	Program
7:30 PM	Adjourn

**\$65**

**RSVP BY WEDNESDAY, JULY 24, AT [LANCOC.ORG/EVENTS](https://lancoc.org/events)**

Questions? Email Margie Donnell at [margie@lancoc.org](mailto:margie@lancoc.org) or call 740-653-8251

*To accommodate the volume of attendees, payments will not be taken onsite at this event.*



Special thanks to  
**The Robert D. McGraw Family**

for their continued sponsorship of the ATHENA Award



**Thank you to our presenting sponsors:**



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FOUNDATION**  
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**Fairfield**  
Medical Center



**FRIENDLY BREMEN  
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**Park**  
NATIONAL BANK



**LANCASTER FAIRFIELD COUNTY  
CHAMBER OF COMMERCE**

109 N. Broad St., Suite 100, Lancaster, OH 43130

2nd Annual

# Fairfield County Senior EXPO & Health Fair

PRODUCED  
BY



IN COLLABORATION WITH



Sponsorship & Participation Opportunities

**Friday, August 23, 2024**

**Fairfield County Fairgrounds**

**Ed Sands Building**

**Lancaster**

**10:00 am – 2:00 pm**





Space is Limited!

To Reserve Your Space Contact:

**Brenda Carney**

740.385.2107 ~ 740.974.5536

bcarney@apg-oh.com

or

**Stefani Young**

740.385.2107 ~ 740.591.2327

syoung@logandaily.com

***PARTICIPATION DEADLINE:***

**Thursday, Aug. 1**

**OR**

**As long as space is available**



*For Immediate Release: July 1, 2024*

## **Lancaster-Fairfield Public Transit Joins Fairfield County as Official Department**

**LANCASTER, OH** — The Fairfield County Commissioners are pleased to welcome the Lancaster-Fairfield Public Transit (LFPT) as an official county department. This strategic transition aims to enhance public transportation services and ensure more efficient, accessible, and reliable transit options for the residents, visitors and workforce of Fairfield County.

Over the years, LFPT has provided safe and affordable transportation for anyone in Fairfield County, proving particularly effective in meeting the transportation needs of local employers and their employees. With curb-to-curb demand response and six deviated fixed routes; LFPT is an accessible option for individuals with disabilities and can assist community members with a variety of needs, including young adults looking to save gas money, families with car trouble, the elderly on their way to a doctor's appointment, and more. This comprehensive service supports the local workforce by ensuring reliable and convenient transit options, helping employees get to work efficiently and on time.



*Steve Davis, Fairfield County Commissioner*

Fairfield County Commissioner, Steve Davis, commented, "This is a significant milestone for our community. Integrating Lancaster-Fairfield Public Transit into our county structure affirms our commitment to providing exceptional public transit services and meeting the transportation needs of our workforce and employers. This change will support economic development and enhance the quality of life in Fairfield County."

The Fairfield County Commissioners' will immediately begin collaborating with the Lancaster-Fairfield Public Transit team, including LFPT's new director, Aaron Kennedy, on ways to amplify the current public transit system, thereby improving the quality and reach of transit services across the region.

“We are excited about the opportunities this transition presents,” said Kennedy. “With the support of Fairfield County Commissioners, we look forward to expanding our services, improving our infrastructure, and meeting the growing transportation needs in our community.”

*Founded in 1800 (three years before Ohio became a State), Fairfield County was the 8th county formed in the Northwest Territory. Today, more than 900 employees serve, connect, and protect the more than 158,000 citizens of Fairfield County, providing high-quality services and outstanding customer service at exceptional value to taxpayers. Fairfield County fosters economic and fiscal sustainability and works to enhance the County's reputation as a high performing, learning, and caring organization. For more information about the county, its services and employment opportunities, please visit <https://www.co.fairfield.oh.us/>*

####

**Media Contact: Julie Theado, [julie@krilecommunications.com](mailto:julie@krilecommunications.com), 614-774-6358**



PRESS RELEASE 6/28/2024

**For Immediate Release**

For More Information Contact:  
Fairfield County Health Department  
Baylie Blevins, Public Information Officer  
740.652.2835  
[Baylie.blevins@fairfieldcountyohio.gov](mailto:Baylie.blevins@fairfieldcountyohio.gov)

**Fairfield County Point of Sale Tobacco Retailer Store Audits**

Through our Tobacco Use Prevention and Cessation grant from the Ohio Department of Health, the Fairfield County Health Department created a workgroup in 2023 to develop an action plan to address youth tobacco use in Fairfield County. This plan includes training students to conduct point of sale store audits to identify tobacco promotion strategies used by retailers.

From 2016 to 2019, total tobacco use among middle school and high school students in Ohio increased 88% from 16.1% to 30.3%, with middle school use increasing 125% and high school use increasing 52%. According to the 2018 Fairfield County Youth Behavior Survey, 28.2% of Fairfield County high school seniors stated that they started using electric vapor products (E-cigarette, vape) by the age of 16-17, and cigarettes by the age 14-15. Only 46.5% of seniors stated they had never used electric vapor products, and 15% stated that they use vapes daily. These electric vapor products, or vapes, contain dangerously high percentages of nicotine, which affects the development of young brains. Additionally, even in very small quantities, nicotine can cause addiction in youth.

54 individual point of sale store audits were recently completed with the help of community youth to collect data on how tobacco products are marketed and promoted in Fairfield County. Youth were trained in how to conduct the store audits; they evaluated things such as types of products, flavors offered, price promotions, and more. 52 out of 54 stores (gas stations, pharmacies, grocery stores, etc.) sold tobacco products. The cheapest price of a tobacco product was \$0.69, and the cheapest pack of cigarettes were \$3.80. 33 out

of 54 stores sold e-cigarettes and 29 out of 33 had flavored e-cigarettes. The cheapest e-cigarette device was \$0.99.

Evidence shows that tobacco company advertising and promotion influences young people to start using tobacco. The tobacco industry spends billions of dollars each year to market their products. Tobacco ads make smoking appear to be appealing, and flavorings in tobacco products can make them more appealing to youth.

For more information about the Fairfield County Health Department's Tobacco Use Prevention and Cessation program, call 740-652-2800, or visit [www.fairfieldhealth.org](http://www.fairfieldhealth.org).

###

1550 Sheridan Dr, Suite 100 • Lancaster, Ohio 43130 • (T) 740.652.2800 • (F)  
740.653.8556 • fairfieldhealth.org



## OFFICE OF COUNTY AUDITOR

County Auditor

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

**FOR IMMEDIATE RELEASE**

**Monday, July 1, 2024**

### **Auditor's Office Unveils Updated Homestead Application Webpage**

**Lancaster, Ohio** – The Fairfield County Auditor's Office is pleased to announce an updated website for the Homestead Exemption Program. This website includes an overview of the state's property tax reduction program, income eligibility requirements, links to forms, and a thorough FAQ section. The new website can be found here: <https://bit.ly/HomesteadProgram>.

This update to the website was completed by Kayla Speakman, Deputy Auditor, who regularly helps those applying for the Homestead Exemption Program. She also designed a postcard that will be mailed to applicants to let them know when their application should be reviewed for approval.

"I'm really excited to unveil the new updates made to our website. By having the information and forms all in one place, our stakeholders can find answers easily and may even answer their question of 'should I or shouldn't I apply'. Anything that can increase the quality of customer service to our stakeholders is a bonus!" stated Ms. Speakman. There are more than 8,000 participants in the program which provides a property tax break for senior citizens and Veterans with a service disability.

For more information visit the new website, or contact Rachel Elsea, Communications Officer, at [rachel.elsea@fairfieldcountyohio.gov](mailto:rachel.elsea@fairfieldcountyohio.gov).

###

### Follow Your Auditor's Office On **Social Media!**



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fairfield-county-auditor](https://www.linkedin.com/company/fairfield-county-auditor)



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@FairCoAuditor



@FairfieldCountyAuditor



[co.fairfield.oh.us/auditor](https://co.fairfield.oh.us/auditor)



[realestate.co.  
fairfield.oh.us](https://realestate.co.fairfield.oh.us)



Newsletter

SERVE • CONNECT • PROTECT





65 East State Street  
Columbus, Ohio 43215  
ContactUs@ohioauditor.gov  
800-282-0370

## INDEPENDENT AUDITOR'S REPORT

Fairfield County  
210 E Main Street  
Lancaster, Ohio 43130

To the Board of Commissioners:

### Report on the Audit of the Financial Statements

#### ***Opinions***

We have audited the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component unit, each major fund, and the aggregate remaining fund information of the Fairfield County, Ohio (County), as of and for the year ended December 31, 2023, and the related notes to the financial statements, which collectively comprise the County's basic financial statements as listed in the table of contents.

In our opinion, the accompanying financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of Fairfield County, Ohio as of December 31, 2023, and the respective changes in financial position and, where applicable, cash flows thereof and the respective budgetary comparisons for the General; Community Services; Developmental Disabilities; Alcohol, Drug Addiction and Mental Health Board; Child/Adult Protective Services Fund; and Fiscal Recovery Funds for the year then ended in accordance with the accounting principles generally accepted in the United States of America.

#### ***Basis for Opinions***

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the *Auditor's Responsibilities for the Audit of the Financial Statements* section of our report. We are required to be independent of the County, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

### ***Responsibilities of Management for the Financial Statements***

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the County's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

### ***Auditor's Responsibilities for the Audit of the Financial Statements***

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we

- exercise professional judgment and maintain professional skepticism throughout the audit.
- identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the County's internal control. Accordingly, no such opinion is expressed.
- evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the County's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

### ***Required Supplementary Information***

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, and schedules of net pension and other post-employment benefit liabilities and pension and other post-employment benefit contributions be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

### ***Supplementary information***

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the County's basic financial statements. The combining and individual nonmajor fund financial statements and schedules are presented for purposes of additional analysis and are not a required part of the basic financial statements.

Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the combining and individual nonmajor fund financial statements and schedules are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

### ***Other Information***

Management is responsible for the other information included in the annual financial report. The other information comprises the introductory and statistical sections but does not include the basic financial statements and our auditor's report thereon. Our opinions on the basic financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon.

In connection with our audit of the basic financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

**Other Reporting Required by *Government Auditing Standards***

In accordance with *Government Auditing Standards*, we have also issued our report dated June 26, 2024, on our consideration of the County's internal control over financial reporting and our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the County's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the County's internal control over financial reporting and compliance.

A handwritten signature in black ink, appearing to read "Keith Faber". The signature is fluid and cursive, with the first name "Keith" and last name "Faber" clearly distinguishable.

Keith Faber  
Auditor of State  
Columbus, Ohio

June 26, 2024

**From:** [Beverly Sturm](#)  
**To:** [Contact Web](#)  
**Cc:** [Beverly Sturm](#)  
**Subject:** [E] Thank you and a request for the Eastern Cottontail specific resolution  
**Date:** Monday, June 24, 2024 10:36:51 AM

---

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.

Dear Commissioners Davis, Fix and Levacy:

Thank you very much for including the Eastern Cottontail project in the Fairfield County exclusionary zone. As a landowner in Walnut Township, this means a lot to me.

As you heard in the public comments at the 6/18 commissioners meeting, Ohio Senate Bill 52 also requires a resolution by the Fairfield County Commissioners to prohibit the specific Eastern Cottontail project to be adopted within 90 days from the public hearing.

Per Senate Bill 52, Section 303.62, subsection (1), please pass a resolution for this prior to 90 days from May 29, 2024 to implement the exclusionary zone.

Thank you very much.

Beverly Sturm  
1556 Rathmell Road  
Lockbourne, OH 43137

Elder Family Farms LLC  
5669 Elder Road NE  
Pleasantville, OH 43148

**From:** [pbgeorge@twc.com](mailto:pbgeorge@twc.com)  
**To:** [Contact Web](#)  
**Subject:** [E] Eastern cottontail solar project  
**Date:** Monday, June 24, 2024 11:32:47 AM

---

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.

attn: Steve Davis, Jeff Fix, and David Levecy:

I am a resident of Fairfield County and Liberty Township, I am sending this e-mail to ask you to please

deny the Eastern Cottontail Solar Project. I, like most of my Neighbors are against this. Of course you already know this because of the large number of residents the have shown up at your meetings. Eastern Cottontail sounds so cute, like something everyone would want, well we don't Please write a resilution specifically to deny EDF Eastern Cottontail Solar Project. Fairfield County is so beauriful and we must do all we can to keep it that way, I am writing this e-mail that represents a number of family members (with their permission) to enclude D. JoAnn George, William C George, Jeffrey Schweitzer and myself Penelope J George



**From:** [Jo George](#)  
**To:** [Contact Web](#)  
**Subject:** [E] Fwd: Case#24-0495-EL-BGN  
**Date:** Tuesday, June 25, 2024 8:35:00 PM

---

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

Sent from my iPhone

Begin forwarded message:

**From:** jo george <curi5357geo@yahoo.com>  
**Date:** June 24, 2024 at 4:24:10 PM EDT  
**To:** "U.S. Representative Troy Balderson" <rep.balderson@mail.house.gov>  
**Subject:** Fw: Case#24-0495-EL-BGN

Please support us in stopping the destruction of thousands of acres of Prime farmland.

----- Forwarded Message -----

**From:** jo george <curi5357geo@yahoo.com>  
**To:** contact@faifieldcountyohio.gov <contact@faifieldcountyohio.gov>  
**Cc:** libertytownshipkeller@gmail.com <libertytownshipkeller@gmail.com>; libertytownshipalt@gmail.com <libertytownshipalt@gmail.com>; libertytownshipkemmerer@gmail.com <libertytownshipkemmerer@gmail.com>; Jo George <curi5357geo@yahoo.com>  
**Sent:** Monday, June 24, 2024 at 03:42:53 PM EDT  
**Subject:** Case#24-0495-EL-BGN

Steve Davis  
Jeff Fix  
Dave Levacy  
210E. Main Street Room301  
Lancaster, Ohio 43130

Dear Fairfield County Commissioners,

I appreciate your willingness to address our concerns and our county's growth by passing the countywide industrial solar exclusion resolution #2024-04.16.a. I am writing to ask you to please write a resolution specifically denying EDF Eastern Cottontail Project (Case #24-0495-EL-BGN).

A specific resolution to the Ohio Power Siting Board to reject the EDF Eastern Cottontail Project proves you are committed to your constituents and to responsible development in Fairfield County. Your timely response would be appreciated. As you know, this resolution needs to be achieved with in 90 days after the initial EDF Public Information Meeting (May 29, 2024).

Your consideration and timeliness is greatly appreciated.

Josephine Kiger Price  
155 Stemen Road NW  
Baltimore, Ohio 43105

Peggy Elder  
5669 Elder Road  
Pleasantville, OH 43148

Fairfield County Board of Commissioners  
210 E Main Street, 3rd floor  
Lancaster, OH 43130

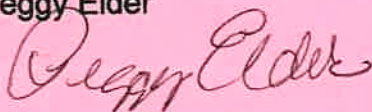
June 24, 2024

Dear Commissioners Davis, Fix, & Levacy,

The new Ohio Power Siting Board rules, effective May 30, allow a county's Board of Commissioners to create a resolution prohibiting a specific solar project. Please do so prohibiting the construction of Eastern Cottontail before the 90-day window from May 29, 2024 closes. We need the OPSB to understand that this project does not fit into the longterm plans for Fairfield county. Let us not leave a stone unturned when it will cost us nothing to do so.

Thank you for your consideration,

Peggy Elder

A handwritten signature in dark ink, appearing to read "Peggy Elder", written in a cursive style.

**From:** [Dave Manter](#)  
**To:** [Contact Web](#)  
**Subject:** [E] Eastern Cottontail  
**Date:** Friday, June 28, 2024 12:21:12 PM

---

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

Please adopt/sign a resolution prohibiting Eastern Cottontail. Thank you

Judy Stevenson  
7815 Rader Road  
Pleasantville, OH 43148

Fairfield County Board of Commissioners  
210 E Main Street, 3rd floor  
Lancaster, OH 43130

June 24, 2024

Dear Commissioners Davis, Fix, & Levacy,

The new Ohio Power Siting Board rules, effective May 30, allow a county's Board of Commissioners to create a resolution prohibiting a specific solar project. Please do so prohibiting the construction of Eastern Cottontail before the 90-day window from May 29, 2024 closes. We need the OPSB to understand that this project does not fit into the longterm plans for Fairfield county. Let us not leave a stone unturned when it will cost us nothing to do so.

Thank you for your consideration,

Judy Stevenson



**From:** [Protect Amanda Township](#)  
**To:** [Contact Web](#); [Levacy, David L](#); [Fix, Jeffrey Michael](#); [Davis, Steven A](#)  
**Subject:** [E] Solar Resolution  
**Date:** Tuesday, July 2, 2024 1:35:10 PM

---

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

Dear Commissioners Davis, Fix, and Levacy,

We would like to again thank you for passing the exclusionary zones resolution. We know that it was a difficult decision and appreciate all of the listening, research, and consideration you put into the decision. We also greatly appreciate all of the time and care put into the land use plan. It provides an excellent outline for planned growth while preserving agriculture.

Now, we are asking you to again protect the residents of Fairfield County and pass the resolution to prohibit the Eastern Cottontail project per OCR ORC 303.62(A)(1). We understand that the timeline is much shorter and that you will not have as much time for research, but trust that the research you did prior to the exclusionary zones will allow you to make this decision quickly.

Sincerely,

Protect Amanda Township Steering Committee

Scott Barr, Cheryl Berner, Beth Cottrell, Jim Cottrell, Debbie Gobel, Cheryl Kohler, Jerry Starner, Lyne Starner, Laura Steele, Dale Solt, Linda Waidelich



David Levacy, Commissioner  
Jeff Fix, Commissioner  
Steve Davis, Commissioner  
210 East Main Street, Room 301  
Lancaster, Ohio 43130

Bill Yates, Trustee  
Terry Horn, Trustee  
Doug Leith, Trustee  
11420 Millersport Road  
Millersport, Ohio 43046

Dear Commissioners and Walnut Township Trustees,

I am writing today in support of the Eastern Cottontail Solar project in Fairfield County.

We have the ability to create high-wage jobs close to home, adding value to my community and our local economy. Our energy supply should be diverse and provide opportunities for our workforce. Projects such as Eastern Cottontail help facilitate the development of a thriving workforce of local Ohioans.

**Eastern Cottontail Solar will support approximately 450 project development and onsite labor jobs, in addition to 7 long-term jobs for operations and maintenance.**

These construction jobs are essential to the health of our economy and development as well. Local small businesses such as restaurants will see a measured increase in traffic through the project building, driving incentives to create more business within the community and further supporting Fairfield County. A project like this is an invaluable way to create economic growth without sacrificing the community.

I urge you to approve this project.

Name:

Kurt Downhower

Address:

5870 Bauman Hill Rd

Lancaster, ~~Ohio~~ Ohio 43130

cc: Ohio Power Siting Board

Melissa Hoover Connor  
7710 Cattail Road NE  
Pleasantville, OH 43148

Fairfield County Board of Commissioners  
210 E Main Street, 3rd Floor  
Lancaster, OH. 43130

July 1, 2024

Dear Commissioners Davis, Fix, & Levacy,

The new Ohio Power Siting Board rules, effective May 30, 2024, allow a county's Board of Commissioners to create a resolution prohibiting a specific solar project, such as Eastern Cottontail. That resolution would reinforce the county-wide unincorporated area exclusionary zone and would serve as further evidence to the OPSB that Fairfield County is not interested in having industrial solar projects on farmland. My understanding is that such a resolution can not be filed until after the first public information meeting, which was held on May 29, 2024. Given that thirty days are needed for the resolution to go into effect, this specific resolution regarding Eastern Cottontail would need to be completed no later than July 28 so that it could go into effect before the 90 day window closes.

The project in Amanda township should be handled the same way, immediately after their first public information meeting.

I hope you find this information helpful. It seems that this process is quite confusing and I would hope that we don't miss an opportunity to protect our county because of the changing rules at the siting board.

Thank you for your consideration,



Melissa Hoover Connor

Date 06/23/2024

Steve Davis, Jeff Fix, David Legacy  
201 E Mail St. Room 301  
Lancaster, OH 43130

RE: Case #24-0495-EL-BGN

Dear Mr Davis, Mr. Fix and Mr. Legacy,

I am sending you this letter as a resident asking you to deny EDF-Renewables' Eastern Cottontail utility-scale solar project. I live within Fairfield County and would be passing this eyesore on a regular basis, thus taking away the beauty of our county.

My concerns include the following:

- Farmland: Destruction of prime farmland, damage to field tiles and noxious weeds. With this amount of damage, the land could possibly never be farmed again well enough due to soil compaction and damage to the topsoil. We will also be losing a generation of farmers who not only know how to care for the land, but would be passing that knowledge down to the next generation if it was still being farmed.
- Traffic: Living on these roads are peaceful and quiet, with a project like this, the increased amount of traffic will introduce additional noise, unwanted solicitors, road damage, dust and flooding (from destruction of irrigation "Tiles" that farmers have built over the decades).
- Technology: The technology is still not here as solar panels only convert a small percentage of available solar power into usable energy, so they require large areas for installation. Also, grid infrastructure, the power grid was built to handle consistent power generation and may have issues with the inconsistency of solar energy. There is also cost, the initial cost of installing solar panels is high compared to other energy sources. This includes the raw materials (which will come from China) needed to manufacture solar technology may not be available in sufficient quantities to meet future demand, and mining these materials can have a significant environmental impact.

I again ask you to deny the Eastern Cottontail solar project.

Thank you for your time,

A handwritten signature in black ink that reads "John Didlott". The signature is written in a cursive, flowing style with a large initial "J" and a stylized "D".

John Didlott  
1805 W Maple St  
Baltimore, OH 43105  
614-214-1702

Cc: Shaffer, LaRe, Fairfield County Board of Commissioners, Walnut Township trustees

June 28, 2024

Commissioners,

Please pass a resolution  
to prohibit the Eastern Cottontail  
solar project.

I am an adjoining home owner  
with many concerns if this  
project is allowed to move forward

Sue Weber

4160 Canal Rd NE

Pleasantville, OH 43148

**From:** [Barb Martin](#)  
**To:** [Contact Web](#)  
**Subject:** [E] Eastern Cottontail solar project  
**Date:** Friday, July 5, 2024 5:20:33 PM

---

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

Dear Fairfield County Commissioners Steve Davis, Jeff Fix and Dave Levacy,

We thank you for passing the county-wide solar exclusionary resolution.

As you continue to hear the many concerns from the residents of Walnut Township and Fairfield County regarding this proposed solar project, we ask that you exercise your right, per the OPSB rules, and pass a resolution to prohibit the Eastern Cottontail solar project. We appreciate your continued support throughout this process.

Thank you

Frank and Barb Martin  
9370 Cattail Road NE  
Pleasantville, Ohio 43148

6-30-24

I oppose to the idea of  
the eastern cotton  
tail utility scale  
solar project in  
Walnut township in  
Fairfield County  
Ohio

Jene Hill

Re: Case #24-0495-EL-BGN

6-30-24

I oppose

NO Utility scale  
Solar Panels

MARY HILL

Re: Case #24-0495-EL-BGN





# Millersport Methodist Church

2310 Refugee St., N.E.  
Millersport, Ohio 43046

Phone: 740-467-2622

Email: [lcaltieri@millersportmethodist.com](mailto:lcaltieri@millersportmethodist.com)

Website: [www.millersportmethodist.com](http://www.millersportmethodist.com)

Visit us on Facebook: Millersport Methodist Church

July 2, 2024

Ohio Power Siting Board  
180 E. Broad Street  
Columbus, OH 43215

RE: Case #24-0495-EL-BGN

To: Members of the Ohio Power Siting Board,

I am sending you this letter as a resident of Millersport, Ohio located in the Walnut Township, asking you to deny EDF-Renewables' Eastern Cottontail utility-scale solar project. While I do not live close to the proposed site, I cannot justify the use of valuable farmland to be used for this project.

It is my understanding that once the solar panels are installed, the land is forever unusable because the topsoil has been removed and the possibility of chemical leakage from the panels is very likely. While I do believe that landowners have the right to do as they wish with their property, the rights of landowners adjacent to the proposed site also have rights. I truly believe in the "pursuit of happiness," but I also know that my right to happiness only goes as far as it bumps against someone else's right to happiness. Then, a compromise must be reached. Driving between Millersport and Columbus, I've seen several large parking lots that are no longer being used. There are also abandoned businesses where the land could be re-purposed.

Another concern that I have is the loss of farmland to outside investors, including China. I don't know about you, but I like to eat. The loss of farmland is a direct threat to the food chain. While I am not a hunter, this project is also a threat to deer and other wildlife. The loss of natural habitat because of the site itself along with possible fires, chemical leakage, and the dust and noise of construction would forever impact wildlife and the quality of life for those living nearby.

Finally, my concern is with the detrimental affect this project will have on the roads and other infrastructure that too many folk take for granted. For example, our small fire department is not equipped to fight a fire in an industrial solar area. They are already stretched thin covering residential fires. As I have mentioned, with construction of this magnitude comes noise, dust, flooding, road damage, and traffic issues that will affect many residents and non-residents. It seems to me that the cost of this project is far greater than any value that the people of Walnut Township, Fairfield County and the State of Ohio will receive.

In closing, I again request that you deny the Eastern Cottontail solar project. Thank you for your consideration.

Sincerely,

Jim Condrey, Lead Pastor  
Millersport Methodist Church

cc: Troy Balderson, Tim Schaffer, Jeff LaRe, The Fairfield County Board of Commissioners, and the Walnut Township Trustees





## JUVENILE & PROBATE DIVISIONS COMMON PLEAS COURT

JUDGE TERRE L. VANDERVOORT

June 27, 2024

County Commissioner Dave Levacy  
County Commissioner Jeff Fix  
County Commissioner Steve Davis  
County Administrator Aundrea Cordle  
Fairfield County Commissioners' Office  
210 East Main Street – Room 301  
Lancaster, Ohio 43130

Dear Commissioners Levacy, Fix and Davis, and Administrator Cordle:

Pursuant to Ohio Revised Code-2151.18, please see the attached Fairfield County Juvenile and Probate Court 2023 Annual Report that is due to the Fairfield County Board of Commissioners by June 30, 2024. If you would like printed copies, please contact CJ Roberts at [carrie.roberts@fairfieldcountyohio.gov](mailto:carrie.roberts@fairfieldcountyohio.gov) or 740-215-5461.

This report shows the number and kinds of cases that have come before the Juvenile and Probate Court, the disposition of cases, and other data pertaining to the work of the Court that the Juvenile Judge directs. The Court is required to file copies of the report with the Fairfield County Board of Commissioners and the Ohio Supreme Court, while also posting it on the Court's website and filing at the Fairfield County District Library.

Please let me know if you have any questions related to this matter.

Respectfully,

Judge Terre L. Vandervoort

Fairfield County  
Juvenile & Probate Court  
**2023 ANNUAL REPORT**

*Judge Terre L. Vandervoort*



**FAIRFIELD**  
COUNTY • OHIO

JUVENILE & PROBATE COURT

## **Forward by Judge Terre L. Vandervoort**

During 2023, Fairfield County Juvenile and Probate Court and Fairfield County Guardianship Service Board completed conversion to new case management systems. This move to Tyler Enterprise Justice and Tyler Enterprise Supervision was an intense two-year process that is resulting in improved efficiencies with data collection and entry, electronic filing, outcomes measurement, quality assurance, and more.

During 2024, my team will continue to work diligently to familiarize themselves with this new technology. Thanks to this conversion, a longtime goal of this Court may be realized in future years: a paperless system. Stay tuned for more.

Major focus was also given in 2023 to creation of the Fairfield County School Threat Assessment and Response Protocol (STAR). The mission of this countywide protocol is risk reduction and violence prevention to promote the safety of students, staff, first responders, and the community at large. This protocol commits Fairfield County to a coordinated community response to threats of targeted school violence.

The Fairfield County STAR was prepared by Fairfield County Juvenile Court and Fairfield County Educational Service Center in collaboration with the offices of the Fairfield County Prosecuting Attorney, City of Lancaster Law Director and City Prosecutor, Fairfield County Sheriff, Lancaster Police Department, Pickerington Police Department, Fairfield County ADAMH, our county's school districts, additional law enforcement agencies, and other community partners. The protocol was shared with the Fairfield County Commissioners in January 2024 and is now in effect.

Every year, day in and day out, Fairfield County Juvenile Court is focused on community protection and offender accountability.

If Fairfield County Juvenile Court becomes an unplanned stop on a child's journey through adolescence to adulthood, we owe it to that child and the future of our community to make the detour worthwhile. Guided by the premise that each child is a unique individual, the interventions and services developed by the Court are evidence-based practices that vary in scope and intensity to match the risk level and needs of each juvenile offender.

To reduce the likelihood a youth will reoffend, research indicates that courts should focus resources on individuals most likely to offend. By aligning our programs with nationally recognized models, all levels of intervention are tailored to the specific risk level of each youth. Fairfield County Juvenile Court uses research-based risk assessment tools to determine whether each juvenile offender poses a low, medium, or high risk of reoffending.

Research also indicates that most delinquents outgrow their offending behaviors because they acquire skills; obtain employment; establish close, caring personal relationships; and form attachments and bonds to pro-social groups and institutions.

Using a restorative justice approach, Fairfield County Juvenile Court has developed services to bolster competencies in five major skill areas: pro-social skills to address conflict resolution and anger management; moral-reasoning skills which focus on connecting thoughts and actions; academic skills; workforce development; and independent living skills.

From intake to case closure, Fairfield County Juvenile Court commits its resources, interventions and decisions to achieving these principles: protection of the community, offender accountability, and skill and competency development.





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# Juvenile Detention Alternatives Initiative (JDAI)

Fairfield County Juvenile Court continued to take action in 2023 that reflects our standing as a [Juvenile Detention Alternatives Initiative \(JDAI\)](#) court. Supported by the Annie E. Casey Foundation, JDAI is one of the nation's most successful and widespread juvenile justice system reform initiatives. The focus of JDAI is to reduce reliance on juvenile detention where youth have often been needlessly detained with long-term negative consequences for both public safety and youth development.

JDAI was created to significantly and safely reduce detention populations through appropriate screening, assessment, and placement into detention alternatives. While JDAI's efforts are primarily focused on the detention phase, detention reform is a major catalyst for other changes in juvenile justice which include the following Core Strategies:

- Promoting collaboration between juvenile court officials, probation agencies, prosecutors, defense attorneys, schools, community organizations and advocates;
- Using data collection and analysis to guide decision-making;
- Utilizing objective admissions criteria and risk assessment instruments to reduce subjective decision-making regarding placement in secure detention facilities;
- Implementing alternatives to detention programs in lieu of locked detention;
- Instituting case processing reforms to expedite the flow of cases through the system;
- Reducing the number of youth detained for probation violations or failing to appear in court and the number held in detention awaiting transfer to a residential facility;

- Combatting racial and ethnic disparities by examining data to identify policies and practices that may disadvantage youth based on race or ethnicity.
- Monitoring and improving conditions of confinement in detention facilities.

2023 was the first full year of use of the Court's updated Screening Instrument (DSI) that was revised using a JDAI lens. Utilizing research-based criterion that supports the identification of youth who present a danger to the community or themselves as appropriate for detention, the DSI provides an objective, standardized instrument to determine which youth should be placed in detention and which should be returned home or to community respite.

Engagement and collaboration with community partners in the work of JDAI increased in 2023. Regular meetings of JDAI Executive, Detention Utilization/Assessment Center, School Justice Partnership, and Community Education Sub-Committees began. Identified as two major shared concerns regarding high-risk youth and families in Fairfield County were: school threats and youth experiencing trauma.

*See page 1 regarding school threats.* In a joint effort to more effectively serve youth experiencing trauma, Juvenile Court led an initiative to fully implement a Handle with Care response in our community, with Lancaster City Schools serving as the pilot site and Lancaster Police Department as the first law enforcement partner. Fairfield County Job and Family Services is overseeing the project. Additional collaborators include Fairfield County ADAMH and Cordata. County-wide expansion is anticipated in 2024. [Click here for more information about Handle with Care.](#)

# Juvenile Court Array of Services

Resource Center Services		Diversion Services		Court Services		
Community Request for Services	Law Enforcement and On-Call	Informal Conference	Diversion	Levels of Supervision	Detention	Department of Youth Services
Resource Center (Assessment Services)  Supports for At-Risk Youth <ul style="list-style-type: none"> <li>• Case Management and Service Linkage (Voluntary)</li> <li>• Service Coordination and Referral</li> </ul>	Resource Center (On-Call/ Assessment Services)  Supports for At-Risk Youth <ul style="list-style-type: none"> <li>• Emergencies</li> <li>• After-Hours Calls and Service Coordination</li> <li>• Coordination and Referral</li> </ul>	<ul style="list-style-type: none"> <li>• Warn and Release</li> <li>• Mediation</li> <li>• Curfew</li> </ul>	<u>3 Categories</u> Expedited General Intensive <ul style="list-style-type: none"> <li>• Informal Processing</li> <li>• Direct Referral from Prosecutor</li> <li>• Individual Contract</li> <li>• Care Coordination and Referral</li> </ul>	<ul style="list-style-type: none"> <li>• Pre-Adjudicated/Disposition Intervention</li> <li>• Court Services Engagement</li> <li>• Probation</li> <li>• Community Intensive Services Program (CISP)</li> </ul>	<ul style="list-style-type: none"> <li>• Placement for up to 90 days per charge or violation</li> </ul>	<ul style="list-style-type: none"> <li>• State-run juvenile facilities</li> <li>• Youth placed for minimum of 6 months or 1 year based on offense</li> </ul>
Resource Center				Behavioral Health		
<ul style="list-style-type: none"> <li>• Reporting Services</li> <li>• Assessment Services</li> <li>• On-Call</li> <li>• Workforce Development</li> <li>• Mentoring/Community Outreach</li> </ul>				<ul style="list-style-type: none"> <li>• Behavioral Health Treatment</li> <li>• Care Consultation</li> <li>• Program Consultation</li> <li>• Community Outreach and Education</li> </ul>		

# **Fairfield County Juvenile Court Guiding Principles**

## **Community Protection**

- Identify Risk.
- Manage Risk.
- Minimize Risk.

## **Offender Accountability**

- Accept Responsibility
- Victim Impact
- Restitution
- Community Service

## **Diversion Services**

- Informal Conferences
- Diversion Accountability
- Safe Harbor
- Positive Youth Development
- Mediation
- Mentoring

## **Behavioral Health Services**

- Counseling/Consulting
- Multidisciplinary Team Coordination
- Family Engagement
- Resiliency Training

## **Resource Center Services**

- Assessment Services
- Reporting Services
- Community Request for Services
- Skill Building
  - Pro-Social Skills
  - Moral Reasoning
  - Academics
  - Workforce Development
  - Independent Living
  - Group Mentoring

## **Court Services**

- Community Control
- Court Services Engagement
- Probation
  - Supervision
  - Case Management
  - Graduated Sanctions
  - Positive Incentives
  - Cognitive Interventions
- Community Intensive Services Program

## **Specialized Dockets and Strategic Initiatives**

- Excel (formerly Family Court)
- Protecting and Advocating for Children Together (PACT)



# Interventions

**Assessment Center**

**Community Control**

**Informal Conferences**

**Court Services**

**Diversion Services**

**Detention**



# Assessment Center

The Assessment Center (AC) is part of the Fairfield County Juvenile Court Resource Center located in Connexion West in Lancaster. The AC provides individualized screening, processing, and referral of at-risk youth and juvenile offenders. Staff respond to immediate crises as well as ongoing needs of youth and their families while increasing law enforcement availability to the community through provision of timely service.

The Assessment Center partners with community-based agencies to provide coordinated best-practice and cost-effective responses, services and resources to youth and their families — including screenings, assessments, and referrals.

The AC has a dual goal:

1. Prevent the progression of behaviors that put the youth at risk of juvenile justice involvement.
2. Prevent the use of secure detention for youth who can be safely served while maintaining family stability.

The AC has two tracks: one for law enforcement agencies and one for community-based referrals. The latter is called Community Request for Services (CRS). Both tracks strive to keep youth safely at home and out of the juvenile justice system—or at minimum reduce their juvenile justice system involvement as appropriate—by connecting families with supportive services to promote safe, healthy, and happy kids. In the CRS track, young people receive early intervention screening and assessment to identify factors contributing to concerning behavior. These informal referrals are accepted from parents and other family members, as well as professionals—including law enforcement, school officials, and agency representatives.

The Law Enforcement Assessment Track process begins with an officer bringing an at-risk youth to the Center. Parents/guardians are contacted to come in as well. As Resource Center staff begin their assessment, the Officer can clear the case and return to duty. The RC provides after-hours Assessment Services to law enforcement via phone through On-Call Services.

There are several possible outcomes of this initial referral, based on the screenings and interview:

1. Youth returns home with parent/caregiver; or
2. Youth stays with relative/other adult overnight; or
3. Youth may be taken to detention by Court staff; or
4. Emergency respite may be provided.

In 2023, the Court received grant funding to make the fourth possible outcome a regularly available option. Through the Low-Risk Youth Respite Program, the Court can provide short-term, safe stabilization for appropriate youth through temporary placement in certified foster homes.

The Assessment Center staff interact with the Fairfield County Prosecutor to determine if a case can be diverted, should be formally filed, or will be handled informally.

Originally funded by the Ohio Department of Youth Services, the Assessment Center's Community Track began providing services July 1, 2019. The Law Enforcement Track began formal operations on January 20, 2020. However, the Assessment Center was significantly impacted by the COVID-19 pandemic. Effective March 23, 2020, youth were no longer brought into the physical facility; a transition to remote interaction with youth and law enforcement began. In-person services resumed in spring 2021.

## Assessment Center Data

	2023	2022	2021	2020	2019
<b>Community Track</b>	59 Youth Referred Service provided/attempted for all.	50 Youth Referred Service provided/attempted for all.	40 Youth Referred Service provided/attempted for all.	48 Youth Referred Service provided/attempted for all.	36 Youth Referred Service provided/attempted for all.
<b>Law Enforcement Track</b>	33 Youth Referred Service provided/attempted for all.	61 Youth Referred Service provided/attempted for all.	19 Youth Referred Service provided/attempted for all.	22 Youth Referred Service provided/attempted for all.	Scheduled to open January 2020

## Informal Conferences

When a youth is referred to Fairfield County Juvenile Court as the result of a citation issued by law enforcement, usually for a curfew violation or other minor misdemeanor (such as tobacco possession), a Court case manager meets with the youth and parent(s). Through a brief interview, recommendations can be made for preventive or other services, and the youth is admonished and released. Informal conferences do not become part of a juvenile's record.

	2023	2022	2021	2020	2019	2018	2017	2016	2015
<b>Informal Conferences Caseload</b>	64	55	69	86	58	98	85	188	168

# Diversion Services

Diversion Services incorporates a vast variety of interventions that may be utilized both within the Court (General Diversion, Safe Harbor Diversion, School Attendance and Engagement, Mediation Services) and community as alternatives to formal case processing of a youth or family. The intervention utilized is dependent upon the offense, extent of harm to victim or community, and risk of the youth to reoffend.

Extensive research conducted during the past 25 years shows that juvenile offenders deemed at low risk for reoffending benefit most from minimal court intervention. Conversely, research indicates that providing intensive monitoring and treatment to low-risk youth can have a detrimental impact on them. Diversion Services accepts referrals directly from the County Prosecutor or from the Judge/Magistrate when a youth:

1. Is alleged to have committed an offense that can range from a status offense to a misdemeanor\*,
2. Admits to the offense,
3. Is deemed at low or moderate risk of reoffending as determined through administration of the Ohio Youth Assessment System (OYAS) questionnaire.

In a diversion case, the delinquency or unruly matter proceeds through informal processing as opposed to adjudication. (As of 2022, youth are no longer ordered to Diversion once they have entered the Courtroom.) If a case is referred from the Judge or Magistrate, the matter has already been filed formally. The youth then enters an admission or is found delinquent or unruly; the disposition order is completion of Diversion Services.

Diversion also provides the youth and their family an opportunity to access needed resources, with the goal of preventing further involvement with the juvenile justice system while allowing the youth to acknowledge responsibility for their actions.

When a youth is referred to Diversion Services, a comprehensive interview with the juvenile and parent(s) is scheduled and facilitated by a Diversion Case Manager. During the assessment interview, the Diversion Case Manager gathers information regarding school behavior, academic challenges, peer relations, and family dynamics while also identifying the strengths of the youth and family.

In addition, specific screenings are administered for mental health and substance abuse issues, as well as prior or current exposure to trauma. If concerns are identified that may indicate a need for intervention, the Case Manager refers the youth and family to appropriate resources; these recommendations are included in the youths Diversion Contract.

Other terms of a youth's Diversion Contract may include the completion of an apology letter, an essay relative to the offense, payment of restitution directly to the victim, community service, referral to mentoring opportunities, or referral to other programs offered through the Court or within the community. These terms are included within the contract as a means of restoration for a victim and to enhance the youth's protective factors in the areas of work, education, relationships, community, health, and creativity.

Youth who are accepted into Diversion Services remain with the department until all terms of the agreed-upon contract are fulfilled. Upon Diversion completion, which averages 90 days, the youth is successfully terminated, and their record is sealed if formally filed. The amount of time between successful termination and sealing of a Diversion case depends on the level of the offense and whether the youth reoffends during a specified period of time. If a youth fails to complete the terms of the contract or commits a subsequent offense while in Diversion, the case can be terminated unsuccessfully and returned to the Prosecutor for formal processing or is returned to the Court for further orders if already adjudicated.

## General Diversion Services Data

<i>School Attendance data is not included in this section.</i>	<b>2023</b>	<b>2022</b>	<b>2021</b>	<b>2020</b>	<b>2019</b>	<b>2018</b>	<b>2017</b>	<b>2016</b>	<b>2015</b>
<b>Youth Referred to Diversion</b>	144	226	229	200	255	229	313	183	144
<b>Successful Completion</b>	90%	93%	94.9%	86.5%	90.0%	83.6%	91.4%	84.9%	85.6%
<b>Unsuccessful Completion</b>	10%	6.6%	3.8%	12.5%	9.2%	15.8%	8.3%	12.4%	13.4%
<b>Neutral Outcome Due to Medical Reason</b>	0%	0.4%	1.3%	1.0%	0.8%	0.6%	0.3%	2.7%	1.0%
<b>Offense Level: Felony</b>	0%	3.1%	0.0%	1.1%	0.8%	0.4%	1.9%	0.0%	1.4%
<b>Offense Level: Misdemeanor</b>	90.4%	78.3%	68.1%	60.6%	69.4%	78.8%	73.3%	70.4%	92.1%
<b>Offense Level: Status (curfew, tobacco, etc.)</b>	9.6%	18.6%	31.9%	38.3%	29.8%	20.8%	24.8%	29.6%	6.5%



# Safe Harbor Diversion Services

Human trafficking of women and children is a reality for the Fairfield County community. Trafficking in a rural setting may look different than it does in larger urban communities, but its prevalence is increasing. [University of Cincinnati](#) researchers in 2019 identified 4,209 youth in Ohio at risk as victims of domestic minor sex trafficking. This staggering number affects every area of the state, including Fairfield County. Ranging from the traditional out-of-state runaway arrested at an airport to young people living in hotels with no visible means of support or parent engagement, these cases were the impetus to a new initiative led by the Court and joined by these Fairfield County community partners: Child Protective Services; Community Action Homeless Youth Program; Family, and Children First Council; and Gracehaven in Columbus.

The name Safe Harbor was taken from Ohio legislation that provides for special handling of these troubling cases. Safe Harbor automatically diverts some charges, such as prostitution and soliciting. In rural Ohio, juveniles are not typically receiving those type of charges. However, charges of truancy, theft, and runaway/ unruly youth are red flags that human trafficking may

be happening. National and other Ohio best practice protocols have been used to develop the Court's Safe Harbor program.

Judge Vandervoort convened the Fairfield County Safe Harbor Initiative Advisory Board to begin development of a comprehensive county-wide approach. Advisory Board members researched and attended relevant training. Fairfield County Foundation Women's Giving Circle provided funding for a community-wide training for Fairfield County child- and family-serving agencies.

Cases diverted through Safe Harbor receive behavioral health assessments and referrals, Child Protective Services involvement, skill-building, and empowerment/ support for the youth as well as support in addressing the charges they did receive. The youth, once confirmed into Safe Harbor, is considered a victim or survivor of human trafficking.

The Court's Behavioral Health team developed a human trafficking screening protocol for all youth who interact with the Court, regardless of which pathway they enter the Court.

	2023	2022	2021
<b>Youth Identified for Safe Harbor Diversion Services</b>	0	4	5

# School Attendance and Engagement

Due to the April 2017 implementation of HB 410 school attendance (truancy) legislation, responsibility for early intervention for school attendance was assigned to the schools. The Court continues to partner with each school district to support individual youth school attendance intervention plans. Youth who subsequently receive truancy charges are served through the Court's Diversion programs when at all possible.

2023 was the first full calendar year of Community-Based Diversion Services in Fairfield County. Through a partnership with Fairfield County Family and Children First Council, a community-based school attendance intervention—TREK—was implemented in October 2022. This partnership allows families challenged with school attendance issues to be diverted to the Council, where they are assessed to determine the needs of the youth/family and address underlying concerns that may be contributing to the youth's lack of school attendance. TREK allows these vulnerable families to receive needed service linkage and collaboration of community providers without having to be under any form of Court supervision.

<i>*Determination data is for Court only. Determination data was unavailable for 2022 cases diverted by the community as TREK began in October 2022.</i>	2023	2022	2021	2020	2019	2018	2017	2016	2015
<b>Truancy Cases</b>	87	81	69	47	56	65	71	89	55
<b>Truancy Cases Diverted</b>	54 by the Court; 33 by the Community	42 by the Court; 39 by the Community	69	47	56	30	50	51	9
<b>Successful Diversion of Truancy Cases</b>	56%	85% *	85.9 %	71.2%	72.5%	67.0%	88.0%	80.4%	88.0%
<b>Unsuccessful Diversion of Truancy Cases</b>	41%	13% *	8.8%	25.4%	25.0%	30.0%	12.0%	19.6%	12.0%
<b>Diverted Truancy Cases Closed with Neutral Status</b>	3%	2% *	5.3%	3.4%	2.5%	3.0%	Not applicable	Not applicable	Not applicable



# Mediation Services

Mediation is offered to youth who may otherwise incur a formal charge of disorderly conduct, misdemeanor assault, criminal mischief/damaging, menacing, or other misdemeanor offenses that do not pose a serious threat to the community or to themselves. The Court developed the Mediation Program after researching best practices throughout the state and nation. A trained on-staff Mediator is assigned to facilitate these cases. Mediations can be conducted virtually via Zoom to be more accessible to the community.

Referrals to Mediation come from the Fairfield County Prosecutor's Office, the Fairfield County Juvenile Court Judge or Magistrate(s), Court Services, or Diversion. Diversion staff may refer a youth on their caseload as an alternative to "bumping" that individual to Court Services, specifically in instances where a conflict exists (such as domestic violence, fighting, etc.). Court Services Case Managers may refer a youth on their caseload when there is indication of a conflict in the youth's life.

Research has shown that youth who engage in physical conflict benefit from learning alternative ways to resolve issues

with their peers. It offers both (or additional) parties an opportunity to identify their conflict, own their own part in the conflict, and work toward an understanding of the other person's point of view.

Mediation offers an identified victim a chance to ask questions that only the offender can answer—such as the how and why of the offense. Mediation is also an opportunity for the victim to express frustrations and concerns. Mediation gives the offender an opportunity to take responsibility for their actions by facing the victim and working together to create an agreement that is acceptable to all parties.

The goal of the agreement reached through the process is to restore in some manner what was lost by the victim. The Mediation Agreement also makes the offender personally accountable for the loss, injury, or damage done against the victim. Once a youth completes the Mediation process and, if they experience no further conflicts for a period of at least 30 days, the matter is closed successfully, and no formal charges are filed.

	2023	2022	2021
<b>Youth Referred to Mediation Services</b>	5	35	23

# Court Services

The Court Services Department was created in 2022 as part of a larger Court reorganization. The department was designed to combine the services and functions of the former Intake and Assessment and Probation departments.

The new department structure has created several advantages for Court staff, youth and families. For example, the new structure allows for all youth facing formally filed delinquency charges to be managed in a single department. Additionally, that youth and family can typically work with a single case manager from the time the case is filed until the youth completes his or her involvement with the Court.

This structure has helped foster strong bonds between youth and Case Managers and has enhanced the ability to address any barriers to youth and family success.

## **INTAKE SERVICES**

Immediately following the formal filing of a charge by the Prosecutor, a Case Manager is assigned to evaluate the risk level and needs of every juvenile. As part of this process, the Case Manager contacts the family to gather preliminary information about family background, education, mental health and/or substance abuse issues, and pro-social activities.

The staff member also meets with the family at the time of the initial hearing, while providing a brief update to the Court during the hearing. In some cases, the judicial officer may find that no

further formal Court involvement is necessary and order a Pre-Adjudication/Disposition intervention described in further detail on page 15. Typically, however, the case will go through a lengthier formal process. As the case moves forward through the formal legal process, the Case Manager continues to work closely with the youth and family, while also assessing the long-term needs of the youth.

As part of this process, multiple evidence-based tools are used including the [Ohio Youth Assessment System \(OYAS\)](#), the [Massachusetts Youth Screening Instrument \(MAYSI-2\)](#), and the [Child Trauma Screen](#). Additionally, the Case Manager contacts collateral sources (for which releases of information have been signed by the parent) including schools, counselors, and others to gather more information.

In most cases, all of the information described above is compiled into a Pre-Disposition Report (PDR) which includes recommendations for further monitoring and intervention. The PDR is distributed to judicial staff, prosecutors, the attorney and Guardian Ad Litem (GAL) for the youth, and typically guides the Court in making appropriate orders for the youth. Generally, the PDR will recommend one of several specific interventions which are described briefly below.

## **COURT SERVICES**

*See the Court Services Array of Interventions on page 15.*

# Court Services Array of Interventions

<b>Intervention Level #1:</b> Pre-Adjudication/ Disposition Intervention	<b>Intervention Level #2:</b> Court Services Engagement	<b>Intervention Level #3:</b> Probation	<b>Intervention Level #4:</b> Community Intensive Services Program (CISP)
<p>This level of intervention is intended to serve low-risk youth who have had a formal charge filed with the Court, but where the judicial officer determines that further formal Court involvement is not necessary to protect the interest of the community, and that dismissal of the charge is in the best interest of the child.</p> <p><u>Length of Supervision</u>  Typically, no longer than 90 days from the date of the youth's last Court appearance</p> <p>Written case plan optional while Case Manager monitors compliance with temporary orders and ensures youth is unlikely to commit additional offenses.</p>	<p>This level of intervention is designed to serve low- or moderate-risk youth who, either because of the youth's history or due to the nature of the charge, require further Court involvement, but whose needs can be met with an intervention less than that of formal probation.</p> <p><u>Length of Supervision</u>  Target of 120 days with 30-day extensions as needed</p> <p>A written "Engagement Plan" is completed with the youth and family. The plan focuses on the needs and desires of the youth. The plan is strength-based, emphasizes Positive Youth Development principles, and is designed to foster long-lasting connections.</p>	<p>This level of intervention is designed to serve moderate or high-risk youth who, either due to the youth's history or due to the nature of the charge, require a more significant intervention designed to help the youth be successful, and to protect the safety of the community.</p> <p><u>Length of Supervision</u>  Indefinite and typically longer than the lower-level interventions described above. The case is reviewed by the Case Manager and a supervisor every 30 days to determine when termination is appropriate. A written "Probation Success Plan" is completed with the youth and the family. The plan focuses on community safety, safety of the youth, and the needs and desires of the youth and family.</p>	<p>This level of intervention is designed to serve moderate- or high-risk youth who, due to the youth's history and due to the nature of the charge, have demonstrated that a significant, closely-monitored intervention is needed to avoid a long-term commitment to a secure facility, to maximize the potential for the long-term success of the youth, and to ensure the safety of the community.</p> <p><u>Length of Supervision</u>  Indefinite. The case will be reviewed by the Case Manager and supervisor every 30 days and may be terminated at any time after all steps within the program are completed and youth and community safety are ensured.</p> <p>In addition to the written "Probation Success Plan" completed with the Case Manager, the youth and family will meet with the Case Manager to review and complete various other documents detailing steps associated with successful completion of CISP. These steps are monitored very closely with an expectation of strict compliance.</p>

# Court Services Data

## Detention

<i>* Length of Stay does not include cases still open as of start of 2024.</i>	<b>Number of Youth Referred in 2023</b>	<b>Average Length of Supervision</b>
<b>Intake</b>	102	N/A
<b>Pre-Adjudication/Disposition</b>	6	138 days
<b>Engagement</b>	35	135 days
<b>Probation</b>	18	357 days

[Research](#) on the impact of detention on adolescent development and mental health indicates that its use increases the likelihood of recidivism and negatively affects future employment and educational opportunities. At Fairfield County Juvenile Court, detention is considered only after other graduated sanctions have been attempted. While placement in secure detention may be ordered for up to 90 days per charge or violation, it is used primarily as a short-term sanction when the youth is a danger to themselves or the community, or when the youth is at risk of absconding.

	2023	2022	2021	2020	2019	2018	2017	2016	2015	2014	2013	2012	2011	2010	2009	2008	2007	2006	2005
<b>Total Number of Bed Days</b>	1,209	1,648	1,098	892	2,093	2,767	2,074	2,061	2,961	4,486	6,132	4,835	5,110	5,869	6,767	6,745	6,026	5,957	4,837
<b>Average Daily Number of Juveniles in Detention</b>	3.31	4.52	3.01	2.44	5.73	7.58	5.68	5.63	8.11	12.29	16.80	13.21	14.00	16.08	18.54	18.48	16.51	16.32	13.35



# **Programs and Services**

## **Behavioral Health**

Counseling/Consulting  
Multidisciplinary Team Coordination  
Family Engagement  
Resiliency Training  
Community Outreach and Education

## **Resource Center**

Reporting Services  
Community Service  
Group Mentoring/Community Outreach  
Workforce Development  
Subsidized Youth Employment



# Behavioral Health

Licensed social work/mental health professionals within Fairfield County Juvenile Court's Behavioral Health (BH) team provide mental health and substance abuse assessments for juveniles referred from Court Case Managers and Specialists or by the Judge/Magistrates. If through their interview with the youth and parent(s) it is determined that further counseling or treatment is needed, the team will make a referral for the youth to the most appropriate community resource or provide short-term in-house counseling. The BH team also is available for immediate lethality screening and referral when a youth is at risk for suicide or is a threat to others. Additionally, the team provides case consultation services to all Court staff. One Behavioral Health Specialist is focused on family engagement. Her primary role is to engage, educate, advocate for, and support parents/caregivers who have youth in Juvenile Court programming; as well as to facilitate meetings to support family voice and choice.

	2023	2022	2021	2020	2019	2018	2017	2016	2015
<b>Lethality Assessments</b>	12	4	3	3	6	36	10	27	31
<b>Mental Health Assessments/Consults</b>	66	41	42	67	94	116	99	57	104
<b>Youth in Ongoing Treatment</b>	40	29	13	23	44	36	10	27	31
<b>Total Youth Served (Unduplicated)</b>	87 Includes 14 Public Sensitivity/ Healthy Relationships cases	66 Includes 20 Public Sensitivity/Healthy Relationships/ Alcohol and Other Drugs (AOD) cases.	63	77	129	156	140	158	201

# Resource Center

Fairfield County Juvenile Court Resource Center (RC) provides a combination of interventions and programs joined under one umbrella to better serve youth and families, law enforcement, and other community partners. The RC is located in Connexion West, a Lancaster community center focused on helping individuals and families.

Programs and services under the RC umbrella are Assessment Services—including Community Request for Services and On-Call Services (*described on page 7*), Reporting Services, Mentoring, Community Service, Workforce Development, and the Youth Subsidized Employment Program.

The purpose of the RC is multifaceted:

- To utilize restorative justice system best practices to provide high-risk, Court-involved youth a safe and structured environment in which to develop skills, connect to community resources, and establish positive relationships to improve daily living and reduce further involvement in the juvenile justice system;

These skills, as outlined in the Fairfield County Juvenile Court Guiding Principles include:

- Pro-Social,
- Moral Reasoning,
- Academic,
- Workforce Development, and
- Independent Living.

- To promote public safety through around-the-clock availability to local law enforcement for assistance with emergent needs related to juveniles displaying unruly or delinquent behaviors;
- To utilize trauma-informed practices to promote public and youth safety by encouraging local school districts, law enforcement, other community partners, and affected families to refer juveniles displaying unruly or delinquent behaviors to the RC for skills-development and/or other resources for the youths' personal development and success;
- To assess youth for underlying issues that contribute to their concerning behaviors and to intervene with development of safety plans and provision of appropriate services and referrals to behavioral health and other community partners ;
- To assist youth existing detention with their transition back into the community; and
- To provide mentoring services and opportunities for positive community engagement while modeling appropriate social interaction and promoting resiliency.



# Reporting Services

Reporting Services utilizes restorative justice system best practices to provide high-risk, Court-involved youth a safe and structured environment in which to develop skills, connect to community resources, and establish positive relationships. Primary goals are to improve daily living and to reduce further involvement in the juvenile justice system. Programming is based on cognitive behavioral change and structure.

Originally funded through the Ohio Department of Youth Services, Reporting Services provides intensive supervision, as well as supportive services that address identified needs of the juveniles who are referred. Youth ages 12 through 18 are referred by Court Services and the Judge/Magistrates and less frequently by Diversion Services. Eligible youth may be ordered pre-adjudication, by the Court at adjudication, or as a condition of probation. Eligible youth include those who are not a danger to themselves or others or to the property of others. In addition, a youth who is a flight risk is not eligible for placement with Reporting Services.

Programming is scheduled for three hours after school Monday through Thursday during the academic year and for 3.5 hours in the afternoon during the summer. The daytime summer schedule

allows youth greater opportunity to participate in community service projects and provides supervision earlier in the day when the youth may otherwise be home alone.

Transportation is provided to and from the Resource Center, which houses Reporting Services. During transportation time, staff engage in meaningful conversation with the youth. A standard referral is for 25 days. Upon program completion, youth may return for a 10-day referral to continue their skill-building and positive relationship development and receive additional supervision.

At times, Reporting Services is used when youth on probation need temporary supervision when parent(s) are unable to provide it. This service may occur outside of standard program hours if needed to best serve the youth and family.

Because Court staff were unable to meet with youth in person during the COVID pandemic, Reporting Services team members developed a virtual program to enable the Court to continue to provide support to individual youth and families through a creative use of technology and increased staff engagement. Although not in use since 2021, provision of virtual Reporting Services is possible should the need arise.

	2023	2022	2021	2020	2019	2018	2017	2016
<b>Number of Youth Ordered in Lieu of Detention</b>	55	45	41	49	106	66	82	29
<b>Number of Hours Served in Lieu of Detention</b>	3,942	3,051	2,217	2,046	4,846	6,250	5,839	454

# Mentoring

Mentoring provides Court-involved, at-risk youth opportunities to work one-on-one with a screened and trained adult mentor whose support and camaraderie will contribute to the development of positive skills. Studies show that more than 76% of at-risk young adults with a mentor aspire to enroll in and graduate from college, versus 56% of at-risk young adults who had no mentor. The Court's mentor program offers three different approaches: one-on-one, group, and team. One-on-one is a traditional approach through which a pre-screened adult is matched with a youth based on similar interests. The matched pair is encouraged to meet for at least two hours weekly for six months. Evidence shows that timeframe provides ample opportunity for an engaging mentorship to evolve. Through group mentoring, two adults facilitate a group consisting of four to six youth who meet for a six-week period. The Court regularly utilizes the group approach in house. Two adult sisters mentoring one youth together is an example of team mentoring. Established youth groups and programs such as Connexion West Mentor Academy are other examples of a team mentoring approach.

	2023	2022	2021	2020	2019	2018	2017	2016	2015
<b>Mentoring Caseload</b>	32*	26	27	36	40	50	20	27	36
	* Includes 22 in-house mentoring group participants, 6 youth in community mentoring groups, and 4 one-on-one matches								

# Community Service

Court-involved youth are provided the opportunity to participate in community service work, through which they may regain community trust, pay restitution, and fulfill obligations while developing new skills and building quality relationships with adult mentors. The Judge/Magistrate or Court case managers and specialists refer the youth to Community Service. Youth often complete volunteer projects with Court staff at several sites throughout Fairfield County and may work off assigned hours under the supervision of the Supportive Services Specialist Lead. Through a blended approach, youth may volunteer independently at an established community partner site such as Connexion West, Lancaster Parks and Recreation, Habitat for Humanity, local churches and Pickerington Food pantry. Community connections have the potential to transpire into positive mentorships after Court involvement. During the summer, Court staff collaborate with Fairfield County Sheriff's Office School Resource Officers (SROs) to work on community projects such as park cleanups, landscaping and painting. Youth work as a team with Court staff and the SROs. Lunch is provided after the hard work. Sites have included Habitat for Humanity ReStore in Lancaster and Pickerington, food pantries, Maywood Mission, Foundation Dinners, local churches, highway cleanup sites, and many more.

	2023	2022	2021	2020	2019	2018	2017	2016	2015
<b>Number of Youth Performing Community Service</b>	46	51	83	128	142	137	130	123	174
<b>Hours Youth Completed in Community Service</b>	883	1,204	1,558	1,797	1,859	1,785	1,927	2,292	3,654

# Workforce Development Program

In keeping with the principles of restorative justice, goals of the Workforce Development (WFD) Program are to prepare Court-involved youth for the workforce and to increase their ability to obtain and retain employment.

WFD uses this five-step approach to achieve the goals.

1. Assessment
2. Job Readiness Assistance
3. Individual Job Search
4. Job Placement
5. Job Retention

The WFD Coordinator meets with youth and parent(s) to conduct a comprehensive assessment to determine the level of assistance needed and to identify barriers and challenges.

Youth attend Job Readiness workshops that provide training in interviewing, time management, work habits/conduct, attendance, communication, conflict management, positive relationships with supervisors/ coworkers, good hygiene, and appropriate work attire.

The Coordinator meets with the youth to help create resumes, explain job postings and the value of networking, complete online job applications and employment paperwork, review employer expectations, determine work schedules, arrange transportation, balance school and work, and communicate with supervisors.

Workplace issues and problems are identified early and addressed as they occur to avoid resignation or firing. Support services are identified and accessed to help each young person maintain employment. School attendance and grades are reviewed on a regular basis.

<i>* Work Readiness Training was suspended from February 2020 through October 2021 due to the COVID pandemic</i>	<b>2023</b>	<b>2022</b>	<b>2021</b>	<b>2020</b>	<b>2019</b>	<b>2018</b>	<b>2017</b>
<b>Youth Referred to Workforce Development</b>	33	24	27	45	48	52	24
<b>Obtained Unsubsidized Employment</b>	18	7	14	30	38	26	7
<b>Retained Unsubsidized Employment for At Least 4 Months</b>	11	4	8	16	20	10	4
<b>Average Hourly Wage Earned</b>	\$12.00	\$9.70	\$9.17	\$8.96	\$8.38	\$8.30	\$9.70
<b>Completed Work Readiness Training</b>	4	0	4*	18	20	19	0

# Subsidized Youth Employment Program (SYEP)

The Subsidized Youth Employment Program (SYEP) provides subsidized wages to at-risk youth while giving employers incentives to provide participants with 120 hours of quality on-the-job training. Youth can be placed with public, private, or non-profit employers. SYEP participants are youth ages 15 to 18 who have multiple barriers that have limited their employability.

The goal of SYEP is to help youth develop the necessary skills and work ethic to transition into unsubsidized employment at the conclusion of the program. Participants attend Job Readiness workshops to prepare for their placement. Fairfield County Juvenile

Court has partnered with TeenWorks, Inc. since the program's inception in 2018 to operate the SYEP program. TeenWorks provides administrative oversight. Funding comes from the Fairfield County Board of Commissioners, Columbus Foundation, Fairfield County Foundation, and United Way of Fairfield County.

The Workforce Development Coordinator maintains consistent contact with employers and youth to monitor and evaluate progress and address any issues that may arise. She provides support services to ensure participants are equipped to be successful on the job.

Program Resource	Short-term Outcome	Enrollment				Achieved Goal			
		2023	2022	2021	2020	2023	2022	2021	2020
Work Readiness Training	Received a Certificate of Completion	3	3	3	2	3 (100%)	3 (100%)	3 (100%)	2 (100%)
Work Readiness Training	Increased Score/Skill Level	3	3	0	2	3 (100%)	3 (100%)	0 (0%)	1 (50%)
On-the-Job Training	Completed 120 Hours	3	3	0	2	1 (33%)	3 (100%)	0 (0%)	1 (50%)
On-the-Job Training	Conducted Pre- and Post-Program Evaluations	3	3	3	2	1 (33%)	3 (100%)	3 (100%)	1 (50%)
Workforce Development Services	Obtained Unsubsidized Employment	0	1	1	2	0	3 (100%)	1 (100%)	1 (50%)

# **Specialized Dockets and Strategic Initiatives**

**Excel**

**Protecting and  
Advocating  
for Children Together  
(PACT)**





# Excel

Provided through a specialized docket of Fairfield County Juvenile Court, Excel is a court-supervised treatment program designed to improve outcomes for families who are involved with Protective Services (PS) with their primary barrier to reunification being substance misuse. Participants include Fairfield County parents who are at least 18 who are working toward reunification. Goals of Excel (formerly known as Family Court) are:

1. Improve participants' recovery support systems and recovery capital.
2. Through a multi-system approach, family members will have access to services to create a healthy environment for children to grow and develop.
3. Reduce recidivism/refiling of abuse, neglect, dependency cases for participants.

Through the use of tools for rapid substance and trauma screening, parents are offered early access to services and supports.

Excel is a strength-based program enhanced with strategic incentives. Focus is on goal-setting and achievement, with participants earning incentives for their accomplishments. Incentives have included self-care items, cleaning supplies, housewares, gift cards, and family-focused games and movies.

Referrals to Excel are made by PS. Upon acceptance into Excel, participants are expected to actively participate in treatment, refrain from using and/or possessing any mood-altering substance, submit to random drug screens, attend all required counseling sessions, appear for regularly scheduled status hearings, and comply with all rules of their treatment plan and program. Successful completion of Excel becomes part of the PS case plan for reunification.

*Data not tracked until 2020. **Additional data (neutral and unsuccessful exits) not tracked until 2020.	2023	2022	2021	2020	2019	2018	2017	2016	2015
<b>Total Number of Participants</b>	28	29	34	35	31	13	16	15	10
<b>Number of Children Reunified</b>	8	6	12	21	*	*	*	*	*
<b>Number of Participants Closed</b>	8 Includes 5 neutral and 3 unsuccessful exits	9 Includes 4 neutral and 5 unsuccessful exits	8 Includes 3 neutral and 5 unsuccessful exits	11 Includes 7 neutral and 4 unsuccessful exits	9**	7**	3**	6**	2**
<b>Number of Program Graduates/ Successful Commencements</b>	4	5	8	8	4	2	7	1	6

# Protecting and Advocating for Children Together (PACT)

Protecting and Advocating for Children Together (PACT) is a collaborative effort between Juvenile Court and Protective Services to serve families linked in both systems. Research shows dual-involved youth present with a range of unique challenges and needs that can lead to higher costs and further system involvement than those youth without dual-system involvement. Juvenile Court and Protective Services identify shared youth and create a family-centered team approach to serving these unique youth and families through the PACT process. PACT teams place family needs and supports at the center of their work, creating changes that work to prevent further system involvement.

	2023	2022
<b>Families Served</b>	45	30
<b>Average Range</b>	13-17 years	13-18 years
<b>Average Age</b>	14.5 years	15.9 years
<b>City of Residence</b>	Lancaster: 25 Pickerington: 3 Canal Winchester: 3 Other/Out of County: 12	Lancaster: 18 Pickerington: 10 Canal Winchester: 1 Pleasantville: 1
<b>Offense</b>	Felony: 3 Misdemeanor: 24 Status: 18	Felony: 4 Misdemeanor: 17 Status: 9
<b>Court Department</b>	Diversion Services: 31 Court Services: 14	Diversion Services: 25 Court Services: 5



# **Juvenile Court Funding and Statistics**

## **Juvenile Court Funding**

## **Juvenile Court Statistics**

New Cases

Comparison of Charges and/or Filings

Violent Crime Statistics

Offenses Against an Individual 65 Years of Age or Older  
or Permanently and Totally Disabled

Sexual Offenses

Traffic



## Juvenile Court Funding

FUNDING SOURCE	PROVIDES FOR	2023	2022	2021	2020	2019	2018	2017	2016	2015
Fairfield County General Fund	<i>Court Operations and Employees</i>	3,532,347.00	3,260,334.00	2,562,253.00	2,567,972.00	2,355,338.00	2,083,396.00	1,975,569.00	1,856,247.00	1,797,010.00
Department of Youth Services 510	<i>Employees—Counselors, Psychological Evaluations and Trainings</i>	1,126,632.79	970,598.25	922,843.67	842,991.08	974,868.72	714,265.97	901,004.65	779,472.73	770,616.26
Juvenile Court Recovery Fund	<i>Employees</i>	45.00	279.00	135.00	821.86	225.54	30,768.39	32,452.58	178,417.56	24,139.59
Computer/Computer Research	<i>Maintenance, Upgrades to Software and Equipment, Website</i>	8,311.00	9,489.00	8,634.00	17,225.36	13,974.00	14,208.12	57,568.72	15,908.64	20,479.60
Drug Court Fund Grant ODMHAS	<i>Drug Court Operations</i>	35,000.00	35,000.00	110,000.00	60,000.00	63,811.00	30,011.82	37,500.00	108,900.00	65,164.85
Ohio Multi-System Youth Fund	<i>Mental Health Counselors</i>	0.00	0.00	0.00	65,000.00	130,000.00	131,001.68	130,016.81	130,000.00	130,000.00
Title IV-E Fund	<i>MSY Placement Shared Pool and Workforce Development</i>	47.95 <i>BWC Refund</i>	0.00	1,545.87	909.80	311,871.73	209,743.20	368,397.77	305,564.37	821,714.51
<b>Total Juvenile Revenue</b>		<b>\$4,702,383.74</b>	\$4,275,700.25	\$3,605,411.54	\$3,554,098.24	\$3,850,088.99	\$3,213,395.18	\$3,502,509.53	\$3,374,759.55	\$3,629,574.82

## Juvenile Court Statistics: New Cases













<b>NEW CASES</b>	<b>2023</b>	<b>2022</b>	<b>2021</b>	<b>2020</b>	<b>2019</b>	<b>2018</b>	<b>2017</b>	<b>2016</b>	<b>2015</b>
<b>Adult</b>	63	48	80	57	110	125	137	165	75
<b>Delinquency</b>	235	163	156	221	270	424	515	402	409
<b>Unruly</b>	26	11	19	36	56	71	36	4	1
<b>Traffic</b>	466	500	415	451	573	593	751	746	728
<b>Abuse, Neglect, Dependency</b>	145	145	138	164	143	162	128	169	186
<b>Grandparent Power of Attorney and Miscellaneous</b>	29	33	26	31	39	35	59	50	67
<b>Motion for Permanent Custody (including refiles)</b>	25	23	21	24	37	23	29	25	23
<b>Custody, Change of Custody, Visitation and Motions filed in A, N, D</b>	192	185	184	180	131	130	137	167	121
<b>Private Custody Transferred and Filed</b>	Combined with above	Combined with above	Combined with above	Combined with above	Combined with above	Combined with above	38	19	33
<b>Total New Juvenile Cases</b>	<b>1,181</b>	<b>1,108</b>	<b>1,039</b>	<b>1,164</b>	<b>1,359</b>	<b>1,563</b>	<b>1,987</b>	<b>1,848</b>	<b>1,714</b>

## Juvenile Court Statistics: Comparison of Filings and/or Charges

CHARGES AND/OR FILINGS	2023	2022	2021	2020	2019	2018	2017	2016	2015
Felony Filings	65	49	41	48	41	66	55	51	71
Trespass	9	9	2	10	10	21	31	18	9
Criminal Mischief	14	9	1	9	6	8	13	7	128
Criminal Damaging/Vandalism	10	31	7	24	22	30	54	28	36
Theft—Petty or Grand, and Safecracking	17	42	16	64	42	75	66	60	74
Arson	0	0	2	0	0	1	5	2	1
Burglary, Robbery, Breaking and Entering	4	15	16	19	10	11	11	8	13
Disorderly Conduct	29	21	14	18	33	99	113	37	74
Drug & Alcohol	22	21	18	13	27	90	115	78	111
Tobacco	1	0	0	0	2	0	1	1	0
Truancy	22	42	69	47	51	21	70	115	49

## Juvenile Court Statistics:

 Violent Crimes  
  Sexual Offenses  
  Traffic  
  Other

	2023	2022	2021	2020	2019	2018	2017	2016	2015
 Assault—Aggravated or Attempted, Neglect, Felonious Assault	63	30	47	23	52	77	50	42	46
 Menacing/Aggravated by Stalking, Kidnapping, Abduction	25	13	12	18	26	54	27	23	14
 Domestic Violence	3	2	1	14	33	59	82	24	21
 Rape, Sexual Battery	5	4	8	0	8	13	1	5	26
 Gross Sexual Imposition, Sexual Imposition	4	2	10	1	16	24	15	7	27
 Disseminating, Importuning, Public Indecency, Pandering	7	1	2	5	3	17	6	2	9
 Speed	209	238	188	203	262	245	336	347	328
 Assured Clear Distance Ahead	30	48	51	53	70	72	88	85	80
 Operating a Vehicle While Impaired	7	9	12	1	2	16	10	14	6
 Felony Traffic Offense	0	0	0	0	0	0	0	0	0
 Vehicular Homicide	0	0	0	0	0	1	0	0	0
 Other <i>** Significantly higher due to change in new data tracking technology</i>	<b>537**</b>	354	337	260	303	361	413	328	309

# **Probate Court Funding and Statistics**

**Probate Court Update**

**Probate Court Funding**

**Probate Court Statistics: New Cases**

**Guardianship Service Board Statistics**





# Probate Court Update

## **2023 GOALS AND ACCOMPLISHMENTS**

2023 was another busy year for the Fairfield County Probate Court, with a total of 943 new cases. This included the opening of 641 estates and 91 new guardianships during the year. These numbers reflect a continued high demand for Probate Court Services in Fairfield County. *See page 35 for more statistics.*

During 2023, the Probate Court continued its years' long process of converting to a new case management system. In October, the Court successfully went live with Tyler Technologies software. This conversion was made possible in large part due to a dedicated group of staff members who made significant adjustments to practices, forms, and procedures.

The Probate Court is already utilizing the new system to enhance the Court's efficiency and productivity. Each week, hundreds of documents are processed by clerks and submitted to the Court's judicial officers for review. Previously, this work would have involved the movement of physical files to and from various offices.

With the implementation of the new system, the Court now completes the vast majority of these tasks through electronic work queues. Additionally, with respect to a small segment of Probate Court cases, a physical file is no longer created at all. Instead, from the start of the case until the case is closed, all paperwork is filed, processed, and signed electronically.

The Court continued its practice of working closely with its partners to facilitate strong customer service. Throughout the year, Court leadership team members met with members of the Guardianship Service Board to problem-solve challenging cases, and to enhance existing practices. The Court also

worked closely with Fairfield County Board of DD to create a user-friendly process for family members of disabled adults to seek Court approval for certain services.

## **2024 GOALS**

In 2024, the Probate Court will continue to maximize the capabilities of its new case management system, including by continuing to process the vast majority of its internal paperwork utilizing electronic workflow queues rather than moving physical files. Additionally, the Court will likely expand the number of case types in which physical files are not created. Finally, the Court will look to continue to fully implement the tools of the new system by generating reports, evaluating data, and creating new mechanisms to best serve the public.

In recent years, the Court has utilized various funding sources to create electronic images of historic Probate Court records. In 2024, the Court will be well-positioned to offer public access to the bulk of these images. Court staff will work with internal and external partners to create mechanisms for the public to search for these files easily and efficiently. These changes will allow our customers easier access to public records, while saving staff time and energy previously dedicated to searching for these records.

The Probate Court, along with the Clerk of Court and County Recorder, plans to take steps toward implementing a Good Deeds program. The program would be designed to provide County residents with the information necessary to plan for the future while understanding how real property, titled vehicles, and the Probate Court intersect. The Probate Court will likely visit and view at least one other local county that has implemented the program prior to tailoring a program for Fairfield County.

## Probate Court Funding

FUNDING SOURCE	PROVIDES FOR	2023	2022	2021	2020	2019	2018	2017	2016	2015
Fairfield County General Fund	<i>Court Operations and Employees</i>	801,776.70	747,320.00	750,460.92	710,529.00	712,495.00	673,937.10	645,558.00	653,257.00	549,784.00
Computer and Legal Research	<i>Maintenance and Upgrades</i>	22,943.97	23,784.00	23,508.00	36,178.18	21,197.74	20,772.26	20,228.00	42,826.62	33,326.00
Indigent Guardian Funds	<i>Guardians/ Attorney for Indigent Wards</i>	17,560.00	18,630.00	18,120.00	13,072.00	14,988.00	14,290.00	13,620.00	13,650.00	17,299.00
Special Projects	<i>Court Special Projects</i>	41,214.23	46,107.74	43,467.66	34,180.50	45,947.79	43,763.00	46,457.50	50,278.08	33,269.26
<b>Total Probate Revenue</b>		<b>\$883,494.90</b>	\$835,841.74	\$835,556.58	\$793,959.68	\$794,628.53	\$752,762.36	\$725,653.50	\$760,011.70	\$633,678.26

## **Probate Court Statistics: New Cases**

<b>NEW CASES</b>	<b>2023</b>	<b>2022</b>	<b>2021</b>	<b>2020</b>	<b>2019</b>	<b>2018</b>	<b>2017</b>	<b>2016</b>	<b>2015</b>
Adoptions & Placements	51	62	53	61	66	40	51	58	45
Civil Actions	23	18	15	21	14	8	19	51	49
Estates	641	684	633	500	562	549	511	522	589
Wrongful Death Actions	5	8	11	5	2	2	2	6	3
Guardianships (All Types)	91	118	103	89	120	106	55	57	73
Civil Commitments	4*	59	39	31	63	60	38	35	34
Name Changes	104	99	129	71	67	72	82	65	81
Minors' Settlements	15	30	15	13	11	15	9	12	12
Birth Record Corrections	7	6	4	2	10	7	7	9	3
Trusts	2	6	13	4	3	1	7	5	8
Conservatorships	0	1	0	0	0	0	0	0	0
<b>Total New Probate Cases</b>	<b>943</b>	<b>1,091</b>	<b>1,015</b>	<b>797</b>	<b>918</b>	<b>860</b>	<b>781</b>	<b>820</b>	<b>897</b>
<b>New Marriage Licenses Issued</b>	<b>866</b>	<b>828</b>	<b>871</b>	<b>792</b>	<b>824</b>	<b>864</b>	<b>861</b>	<b>834</b>	<b>875</b>

\* This drastic decline in civil commitment numbers is the result of the Court no longer opening cases for out-of-county billing due to our transition to our new case management system in 2023.

## Guardianship Service Board Statistics

	2023	2022	2021	2020
Total Cases	143 (71 male; 72 female)	132 (64 male; 68 female)	122 (65 male; 57 female)	102 (57 male; 45 female)
Number of Contact Hours per Client per Month	4.64	4.33	6.94	3.00
Age Range of Clients/Wards	18 to 98	18 to 86	20 to 87	19 to 96
Ages 60 or Older	61 (43%)	58 (44%)	50 (41%)	45 (44%)
Non-residential ( <i>Long-term Care Facility</i> )	58 (40.6%)	58 (44%)	43 (35%)	44 (43%)
Residential ( <i>Living in the Community</i> )	85 (59%)	74 (56%)	79 (65%)	58 (57%)
Qualifying Conditions ( <i>Wards may have more than one condition.</i> )				
Mental Illness	103 (72%)	104 (79%)	80 (78%)	100 (82%)
Cases with Allegations of Abuse/Neglect/Exploitation	74 (52%)	71 (54%)	54 (53%)	54 (44%)
Other Physical or Cognitive Impairment That Impacts Decision-Making	59 (41%)	63 (48%)	46 (44%)	35 (29%)
Developmental Disability	61 (43%)	53 (40%)	40 (39%)	34 (28%)
Dementia	50 (35%)	49 (37%)	35 (34%)	60 (49%)
Substance Abuse	34 (24%)	41 (31%)	29 (28%)	66 (54%)

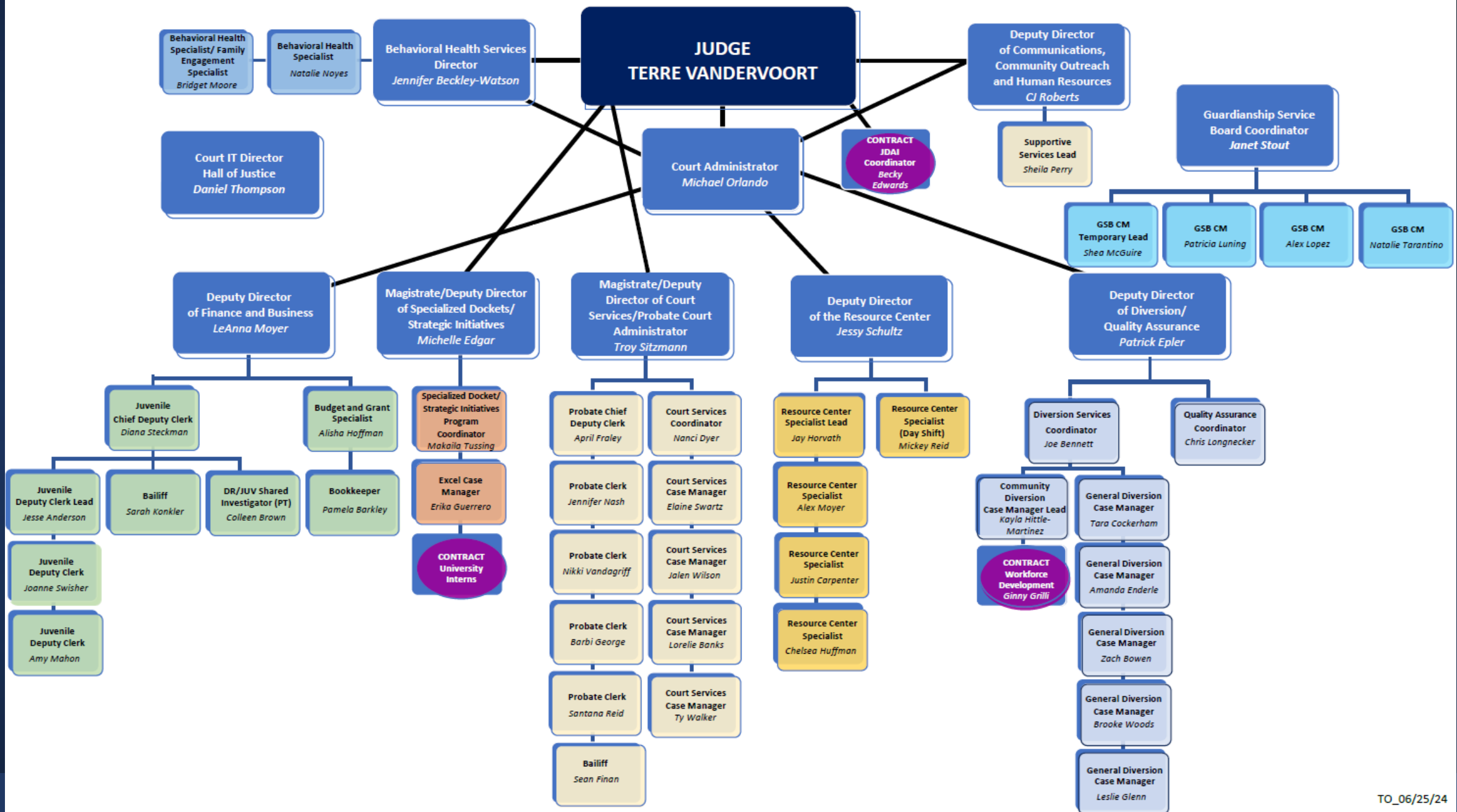
# **Juvenile and Probate Court**

**Current Table of Organization**

**2023 Annual Report Distribution and Printing**



# Fairfield County Juvenile and Probate Court Table of Organization





# **Fairfield County Juvenile and Probate Court 2023 Annual Report Distribution**

## **Distribution**

Emailed to:

1. Commissioner Jeff Fix
2. Commissioner Steve Davis
3. Commissioner Dave Levacy
4. Fairfield County Administrator Aunie Cordle
5. Supreme Court of Ohio
6. Fairfield County District Library

Posted online at [www.fairfieldcountyprobate.com](http://www.fairfieldcountyprobate.com)

## **Printing**

Cost of Printing: \$0 (prepared in-house and distributed electronically)



## Your Fairfield County Auditor's Office: **WINS OF THE WEEK**

June 27, 2024

**Our brains are wired to respond to rewards. Celebrating the completion of small accomplishments leads to the completion of larger goals. And there is evidence in research to support this...According to research by Teresa Amabile from Harvard Business School, tracking small achievements enhances motivation for larger goals ...**

- We celebrated birthdays and anniversaries this week. Congratulations to all! The team **celebrated lunch together at Carri's house this week**. It is nice to spend some time together, especially during very busy times at work and when multiple people are working extra hours in the evening.
- This week, we reviewed reimbursement for **Tech Cred items**. This is a great opportunity, as there are very few grants available for administrative activities. Thanks to the Finance Team for their leadership. **Bev Hoskinson this week took training about reporting**.
- **Tax Incentive Review Council meetings for Fairfield County, Lancaster, and Pickerington were held this week**. Thanks to Rachel Elsea for maintaining a great website for all TIRCs, for which the County Auditor is statutorily the chairperson. During the week, we also conducted research about Joint Economic Development Districts, which can include residential areas if they are connected with mixed-use properties and meet certain conditions.
- ★ **On Wednesday, the REA team hosted a call center in the evening to provide an additional opportunity for residents to obtain answers to questions they may have about the property tax system. Thanks for your dedication to public service! The idea for a call center was a strategic plan initiative, and we will continue to explore how that option might be helpful in the future, even outside of years in which there is an update of valuation.**
- Earlier in the week, Carri taught a **final summer class for entrepreneurs** at the Marysville Correctional Institute. These courses include leadership topics we often address in our everyday work life.
- On Thursday, members of the office attended the **opening of the Habitat for Humanity home on Sixth Avenue**. What a great community partnership!
- **We celebrated the retirement of Annette Mash Smith with JFS on Friday**. Congratulations, Annette! Annette has served on the JFS financial team for more than 30 years, and she will be missed by all.
- **Congratulations to all County Auditor employees** who have already completed the ethics and unlawful harassment training as required by policy. These trainings were taken at the annual retreat in January, as they have been taken for the past three years.

### CONTACT US!

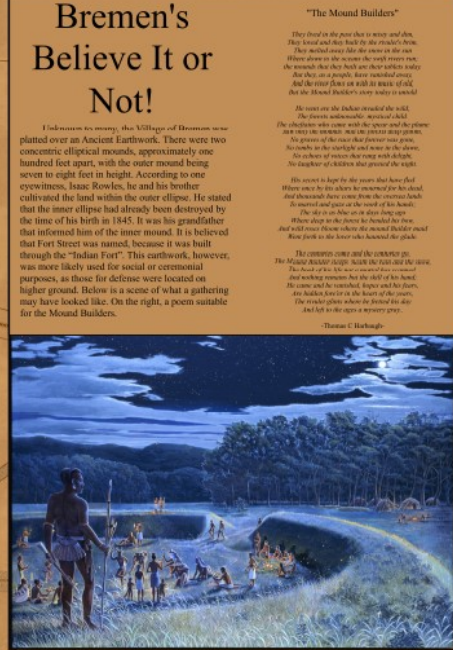
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**Our brains are wired to respond to rewards. Celebrating the completion of small accomplishments leads to the completion of larger goals. And there is evidence in research to support this...According to research by Teresa Amabile from Harvard Business School, tracking small achievements enhances motivation for larger goals...**

- 



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To: Fairfield County Commissioners & Staff  
From: Dr. Carri Brown, County Auditor  
Date: June 27, 2024  
Subjects: **Hotel/Motel Lodging Tax Update – First Half of 2024**



### ***Hotel/Motel Lodging Tax Update – First Half of 2024***

Looking at the first six months of this year, disbursements of hotel/motel lodging taxes for the Visitors and Convention Bureau were \$155,156. Disbursements for the Decorative Arts Center of Ohio were \$97,786. This is on track with historical records. The second half of the year tends to have slightly higher collections. Also, in 2023, the first half collections included some amounts that were paid late from previous periods. At present, all traditional hotels are up to date with their submissions.

### ***What is the Hotel/Motel lodging tax, and what activities does it support?***

In July 1981, the Board of Fairfield County Commissioners passed a resolution to establish a 3% collection of lodging excise tax. This tax supports the Fairfield County Visitors and Convention Bureau. In September 1993, another resolution was passed to establish an additional 1.5% lodging excise tax for the Decorative Arts Center of Ohio. The 1.5% lodging excise tax is effective through 2027 -unless there is a legislative change. Each of these organizations supports tourism and travel to Fairfield County, focusing on what makes our county unique. The uses of the revenues for these organizations are outlined in the ORC and as enacted by local legislation. *The following websites show the activities of the Fairfield County Visitors and Convention Bureau and the Decorative Arts Center of Ohio:* <https://visitfairfieldcounty.org/> and <http://www.decartsOhio.org/>

### ***Does Fairfield County include short-term lodging in collections?***

Yes, in December 2021, the definition of a hotel includes lodging establishments with fewer than five rooms or establishments with rooms which are used for guests regardless of whether each room is accessible through its own key. *This would include establishments using Airbnb and other types of short-term lodging reservation platforms (as well as traditional hotels).*

### ***Additional Points of Interest***

- The County Auditor collects hotel/motel lodging taxes using an online process. Technology is used to locate short-term lodging entities with sales.
- About \$350 K annually is collected for the VCB.
- About \$230 K annually is collected for DACO.
- Right now, there are 10 traditional hotels and about 45 short-term rental establishments participating regularly.
- 90% of collections are from traditional hotels, while 10% are from short-term rentals.
- There is no county permitting process.
- Townships are responsible for zoning.

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### ***Call Center Update – June 26, 2024***

***The Fairfield County Auditor's Office hosted an evening "call center" to answer questions property owners may have regarding their property taxes or their property tax bills. The call center was held on Wednesday, June 26th from 5:30 p.m. to 7:30 p.m.*** This time was selected because it was a time in which second half tax bills were already sent but before they were due. The second half tax bills are due July 18th.

For additional customer service, we wanted to provide an opportunity to ask questions in the evening.

People can always call the office during the week from 8 am – 4 pm, and we were interested to see if evening call center hours would be helpful or desired for our residents.

Residents indicated they appreciated the extra effort and liked the opportunity to call in the evening, but they also indicated that calling during the day was typically not a problem. Some even indicated that they believed that the call center was the only time that they could call. They did not realize that one could continue to call the office during the day.

The relatively low volume of calls received during the evening supports the conclusion that daytime hours (in a non-revaluation year) are sufficient. We will maintain evening hours and hold extra meetings with property owners during revaluation years. The next assessment is in 2025, for payments in 2026.

The chart below shows a tally of the topics that were discussed during the call center. ***Thank you to the County Auditor's Office for their dedication in testing the evening call center hours.***

Homestead Program	10
Property Tax Bill	6
Valuation	6
Change of Address, Checking Address	1
CAUV Program	1
Escrow Process	0
HRCO or Special Assessments	0
Conveyance	0
Total Number of Calls During the Two-Hour Evening Call Center	24



**From:** [Elsea, Rachel A](#)  
**To:** [Elsea, Rachel A](#)  
**Subject:** July Map of the Month - Ancient Native American Earthwork in Bremen  
**Date:** Monday, July 1, 2024 10:09:53 AM  
**Attachments:** [image001.png](#)  
[image002.png](#)  
[image003.png](#)  
[image004.png](#)  
[image005.png](#)  
[image006.png](#)  
[image007.png](#)  
[image008.png](#)  
[image009.png](#)  
[image010.png](#)  
[image011.png](#)  
[BremenMoundWebJuly 2024.pdf](#)

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Our July Map of the Month features an Ancient Native American Earthwork that originated where the Village of Bremen exists today. There were two concentric elliptical mounds, approximately 100 feet apart, with the outer mound being seven to eight feet in height. This earthwork, however, was more likely used for social or ceremonial purposes, as those for defense were located on higher ground. Most of the information from this month's feature was obtained thanks to a former resident who is closely involved with Bremen's Historical Society!

The map is attached and can be viewed here:

<https://www.co.fairfield.oh.us/auditor/pdf/BremenMoundWeb-July2024.pdf>.



**Rachel A. Elsea**

Communications Officer • Auditor's Office

---

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🖥️ <https://www.co.fairfield.oh.us/auditor/>

✉️ [rachel.elsea@fairfieldcountyohio.gov](mailto:rachel.elsea@fairfieldcountyohio.gov)

📍 108 N. High St., Room 108, Lancaster, Ohio 43130







# Bremen's Believe It or Not!

Unknown to many, the Village of Bremen was platted over an Ancient Earthwork. There were two concentric elliptical mounds, approximately one hundred feet apart, with the outer mound being seven to eight feet in height. According to one eyewitness, Isaac Rowles, he and his brother cultivated the land within the outer ellipse. He stated that the inner ellipse had already been destroyed by the time of his birth in 1845. It was his grandfather that informed him of the inner mound. It is believed that Fort Street was named, because it was built through the “Indian Fort”. This earthwork, however, was more likely used for social or ceremonial purposes, as those for defense were located on higher ground. Below is a scene of what a gathering may have looked like. On the right, a poem suitable for the Mound Builders.

## "The Mound Builders"

*They lived in the past that is misty and dim,  
They loved and they built by the rivulet's brim,  
They melted away like the snow in the sun  
Where down to the oceans the swift rivers run;  
The mounds that they built are their tablets today.  
But they, as a people, have vanished away,  
And the river flows on with its music of old,  
But the Mound Builder's story today is untold*

*He went ere the Indian invaded the wild,  
The forests unknowable, mystical child,  
The chieftains who came with the spear and the plume  
Saw only the mounds 'mid the forests deep gloom;  
No graves of the race that forever was gone,  
No tombs in the starlight and none in the dawn,  
No echoes of voices that rang with delight,  
No laughter of children that greeted the night.*

*His secret is kept by the years that have fled  
Where once by his altars he mourned for his dead,  
And thousands have come from the oversea lands  
To marvel and gaze at the work of his hands;  
The sky is as blue as in days long ago  
Where deep in the forest he bended his bow,  
And wild roses bloom where the mound Builder maid  
Went forth to the lover who haunted the glade.*

*The centuries come and the centuries go,  
The Mound Builder sleeps 'neath the rain and the snow,  
The book of his life not a mortal has scanned,  
And nothing remains but the skill of his hand;  
He came and he vanished, hopes and his fears,  
Are hidden fore'er in the heart of the years,  
The rivulet glints where he fretted his day  
And left to the ages a mystery gray..*

-Thomas C Harbaugh-








## Your Fairfield County Auditor's Office: **WINS OF THE WEEK**

July 3, 2024

Our brains are wired to respond to rewards. Celebrating the completion of small accomplishments leads to the completion of larger goals. And there is evidence in research to support this...According to research by Teresa Amabile from Harvard Business School, tracking small achievements enhances motivation for larger goals ...

 **Happy Independence Day to all!** Please be safe on the **July 4<sup>th</sup> holiday**. This is a time of great celebration.

- On Monday, we welcomed our **newest intern, Bobby Fagrell**, who is a student at Ohio State University and will be working in GIS.
- This week, we continued to examine data to support the libraries' allocation of **state shared revenues**.
- The **Tech Cred reports were updated**, and we are grateful to continue to make progress with technical training.
- **Progress was also made with the lot split committee**. We are issuing a request for information; this is a major step to support the new process. The RFI will be issued next week as the committee is putting some final touches on it now.

★ **The big news of the week is the filing of the Annual Comprehensive Financial Report and the Popular Annual Financial Report. Thanks to Bev Hoskinson, Angel Horn, and the Finance Team for their leadership. Thanks to all elected officials and department heads for their collaboration. Thanks to Local Government Services and Nancy Brunton. This is such a team effort.**

- All staff members have received **an interim or special performance assessment interview** as of this date. Way to go!
- Bev and Carri met to review elements for a process connected with a **new agreement** with the TID. There is an in-person meeting scheduled with economic development and TID leaders.
- We received a **nice note of thanks** from the public employee retirees thanking us for the presentation we provided at the County Fairgrounds. We will attend their September meeting, too.
- **Thanks go out to Parker Dilley, son of Nick Dilley**. Parker is giving our little library a facelift as part of his 4-H project. We so appreciate Parker's talent and volunteership.

### CONTACT US!

Settlements/Admin – (740) 652-7020 • Real Estate - (740) 652-7030

[co.fairfield.oh.us/auditor](https://co.fairfield.oh.us/auditor) •  FairCoAuditor •  FairfieldCountyAuditor •  FairCoAuditor •  fairfield-county-auditor



To: Fairfield County Commissioners & Staff  
From: Dr. Carri Brown, County Auditor  
Date: July 3, 2024  
Subjects: General Fund Budget & Strategic Plan Update

### General Fund Revenue Budget Update

The mid-year revenues for the general fund are on track and above estimates in the aggregate. ***Of the estimated \$63.87 M, \$35.75 M, or 56%, has been received.*** This is ahead of the percentage of receipts as of June month end in 2023, which was at 54%.

After the next Investment Advisory Committee meeting, there is the possibility of an update to the estimate of investment earnings.

### Strategic Plan Update

***The County Auditor's Office has been updating its strategic plan to highlight technical process improvements and coaching and development activities.***

The plan is posted here:

<https://www.co.fairfield.oh.us/auditor/Strategic-Plan.html> .

There are five strategic themes:

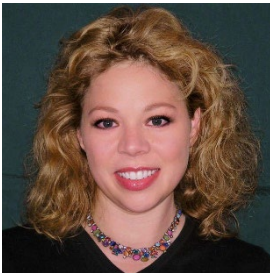
- Provide Supervisory Support & Coaching Opportunities for Team Members
- Update Financial and REA Processes to Add Value
- Focus on Strengths & Customer Service
- Improve Communication and Outreach
- Improve Use of Technology and Records Management Processes

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# AUDITOR'S LEDGER:

## News from the County Auditor's Office



### From the Desk of County Auditor Carri Brown

I am sure you share in my excitement for July, with Independence Day celebrations upon us and of course, the treasured Lancaster Festival later in the month. I encourage you to take in all of the fun this season has to offer in our community!

We have several updates to share with you in this newsletter, including a recap of the American Society of Farm Managers and Rural Appraisers Summer (ASFMRA) Conference attended by one of our team members, a summary of our evening call center, a historical Map of the Month feature, information on our upcoming events, and more.

If you missed a previous issue of our newsletter, you will find all of them posted online. We encourage you to visit our websites for ongoing updates and important information:

- [General County Auditor Information](#)
- [Real Estate Assessment Information](#)

Kindest regards,

A handwritten signature in blue ink that reads "Carri L. Brown".

Carri Brown, PhD, MBA, CGFM  
County Auditor

# News From the Auditor's Office

## Call Center Recap

The Fairfield County Auditor's Office hosted an evening "call center" to answer questions property owners may have regarding their property taxes or their property tax bills. The call center was held on Wednesday, June 26th from 5:30 p.m. to 7:30 p.m. This time was selected because it was a time in which second half tax bills were already sent but before they were due. The second half tax bills are due July 18th.



For additional customer service, we wanted to provide an opportunity to ask questions in the evening.

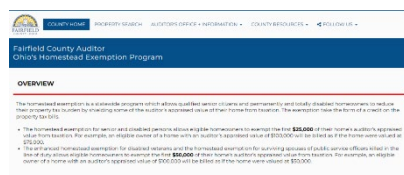
People can always call the office during the week from 8 am – 4 pm, and we were interested to see if evening call center hours would be helpful or desired for our residents.

Residents indicated they appreciated the extra effort and liked the opportunity to call in the evening, but they also indicated that calling during the day was typically not a problem. Some even indicated that they believed that the call center was the only time that they could call. They did not realize that one could continue to call the office during the day.

The relatively low volume of calls received during the evening supports the conclusion that daytime hours (in a non-revaluation year) are sufficient. We will maintain evening hours and hold extra meetings with property owners during revaluation years. The next assessment is in 2025, for payments in 2026.

The chart below shows a tally of the topics that were discussed during the call center. **Thank you to the County Auditor's Office for their dedication to testing the evening call center hours.**

## New Homestead Webpage



Check out our new Homestead webpage. The page has been updated to include income limits and is now more user friendly including an FAQ section. Check out the new webpage [here](#).

Thank you to Kayla Speakman (read more about her

below!) for taking on this project.

## ASFMRA Summer Conference Recap

Greg Forquer, our CAUV Specialist, attended the American Society of Farm Managers and Rural Appraisers (ASFMRA) Summer Conference this month. The events were held at the Quarry Hill Orchard and Winery in Boston Heights, Ohio, southeast of Sandusky.



Seven CEU's were divided up between two days. Day one involved a tour of the grounds and facilities. Quarry Hill manages over 400 acres, most of which are apple orchards. There are also stands managed for varieties of cherry trees, peach trees, berries, paw paws, and some aromatic herbs. The current farm is in its third generation. The owner outlined the cost of establishing an orchard at approximately \$25,000 per acre, with 7-10 years before trees start to produce viable fruit.

The tour also visited the farm market, which was recently built using materials from three barns from the immediate area that were at least 100 years old. The group enjoyed seeing the old parts preserved.

Day two's activities were composed of various speakers on a number of topics. There were five CEU's available for the day's programming. Speakers from local OSU extension offices discussed the "muck soils" and an area called Celeryville that were created on lands that were converted into farmland from swamp and marshland. Around 4,000 acres had been converted into farmland in the early 1920's and is mostly geared towards vegetable farming. The land can be highly productive, but also provides the farmers using it with a number of challenges. They also talked about organic farming in Ohio. Ohio is fifth in the nation in the number of organic farms. It is a surprisingly high number, as it takes at least three years for a farm to obtain its organic certification.

The final discussion of the day was by a representative from the Ohio Farm Bureau, who presented on water quality in Ohio and, specifically, the H2Ohio program, which provides grant money for mitigation in areas with water quality problems, like the western basin of Lake Erie, several inland lakes, and some inland waterways.

Greg enjoyed the conference and earned a number of continuing education hours.

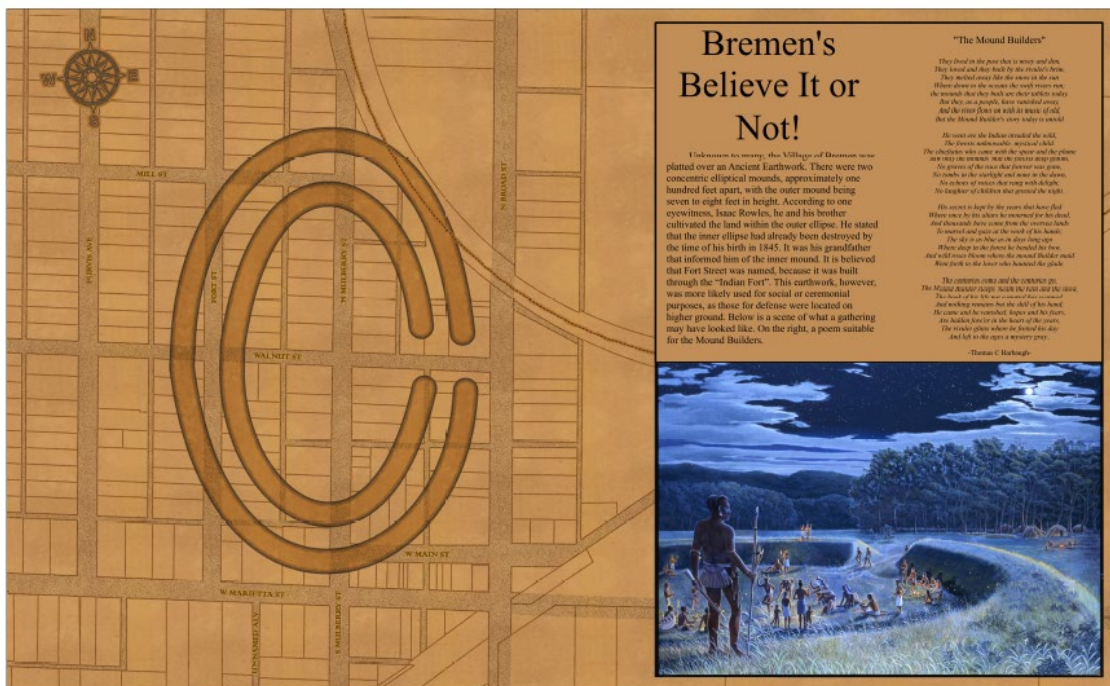




# Community Connections

## Map of the Month - Bremen's Believe it or Not

Our July Map of the Month features an Ancient Native American Earthwork that originated where the Village of Bremen exists today. There were two concentric elliptical mounds, approximately 100 feet apart, with the outer mound being seven to eight feet in height. This earthwork, however, was more likely used for social or ceremonial purposes, as those for defense were located on higher ground. Most of the information from this month's feature was obtained thanks to a former resident who is closely involved with Bremen's Historical Society!



## Juneteenth Celebrations

Lancaster held its second annual Juneteenth celebration, with the community coming together at the downtown gazebo on Monday, June 19. There were terrific, inspiring speakers, food from D's Dogs, and lots of music. This event was presented by The Cultural Competency Group of Lancaster, made up of Destination Downtown Lancaster, Fairfield County Heritage Association, the DEIB Committee of Lancaster Fairfield County Chamber of Commerce, The Fairfield County District Library, the Black Interest Group, and Lancaster City Community Development. Ohio University and The County Auditor's Office joined with these sponsors and provided presentation tables with education and outreach materials.



Juneteenth marks independence and the end of slavery. This event is an important moment in Civil War history, which is important to our country and certainly to our county. It is good to see that the celebration is growing (there were more than 150 people in attendance) and encouraging to look ahead to an even bigger celebration in the coming years.



## **Save the Date: Real Estate Summit - Serving Those Who Have Served**

Back by popular demand! Mark your calendars!

We will be hosting a Real Estate Summit on Thursday, September 26, 2024, at the Fairfield Center in Pickerington. This event is geared towards those in the community who serve veterans. Topics include benefits and Ohio's Homestead Program; the VA loan process; conveyance of property procedures; the mass appraisal process and Auditor's real estate assessment webpages; and housing options for Veterans in Fairfield County.

This event is free and counts as 2.5 hours of continuing education for real estate and professional licensing.







## Getting to Know Our Team

### Summer Interns

We have two interns in our GIS and Map Room this summer.

We welcomed Michael Guerriero as our intern for the month of June. Michael is currently a college student majoring in Geography: Globalization and Development. He is also working towards a certificate in GIS.

We look forward to introducing Bobby, our incoming intern, in the July edition of the Auditor's Ledger.





## Wherever You (Lo)Go

Our latest initiative to have team members take photos while they are at various meetings or on vacations continues!



We are excited to welcome Cole, to our extended family. Congratulations Amanda and Dillon!

---



Rachel attended the CAAO Summer Conference Finance Day.

## Getting to Know Kayla Speakman

### **How we know she knows what she's doing:**

Kayla has a Bachelor of Arts in History and is currently pursuing a Master's in Accounting with a certificate in forensic accounting and fraud examination. She is certified in Victim Advocacy through the Justice League of Ohio. Kayla completed Fairfield County Job and Family Services Leadership Development in 2023, and Lancaster-Fairfield Chamber of Commerce Leadership Development in 2024.

### **What does it mean to you to "Serve.Connect.Protect?"**

Serving the residents of Fairfield County by connecting them with information or the correct resources and protecting the integrity of the office in which I work.

### **What is your favorite aspect of your job?**

My coworkers hands down. I love that everyone is so open and can get along so well. We're a family in and out of the office.

### **How would you spend your perfect day?**

My perfect day would consist of starting off with a giant cup of iced coffee and then spending the rest of the day in the shade, laying in a hammock, and cutting down on my to-be-read list by the water.



---

## June Birthdays

26 – Noel

28 - Nick



## Resources



Follow Your Auditor's Office On  
**Social Media!**

Did you know we have over 4,275 followers across our four social media platforms? If you're not one of those 4,275, you should join and follow!

- [LinkedIn](#)
- [Facebook](#)
- [Instagram](#)
- [Twitter](#)
- [YouTube](#)

### Public Records Requests



The mode response time for public records requests to the County Auditor's Office is within one day. If you have a request, please contact Rachel Elsea at [rachel.elsea@fairfieldcountyohio.gov](mailto:rachel.elsea@fairfieldcountyohio.gov).

### Frequently Used Forms

Most of the County Auditor forms can be found on our website. Special thanks go out to Angel Horn, Deputy Auditor, for updating our vendor forms.

[Search Forms](#)

#### July Dates of Interest

4 – Independence Day - Office Closed  
18 - 27 – Lancaster Festival

## SAVE THE DATE

**September 26** – Real Estate Summit –  
Serving Those Who Have Served

Fairfield County Auditor's Office | [Website](#)



Fairfield County Auditor's Office | 108 North High Street | Lancaster, OH 43130 US

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June 20, 2024

Dear Sir or Madam:

EDF has scheduled a second public information meeting regarding the proposed solar project, Eastern Cottontail Solar, and I hope you are able to attend. The meeting will be held on July 2, 5:00-7:00 pm at the Liberty Center, 951 Liberty Drive, in Lancaster. The same information will be shared as was shared at the first public information meeting on May 29. The Ohio Power Siting Board (OPSB) will participate in the meeting to answer questions and share ways to participate in the siting process. We haven't received the application yet, but I want to let you know I am available to assist you.

EDF proposes to develop, construct, and operate the 220-megawatt Eastern Cottontail Solar facility on approximately 1,550 acres in Walnut Township in Fairfield County.

The passage of Senate Bill 52 (SB 52) provides new opportunities for county commissioners and township trustees in the siting of solar and wind projects in their communities. Eastern Cottontail Solar will be impacted by the new legislation; it is grandfathered under SB 52 except for the ad hoc board member provision.

The Fairfield County Commissioners can choose one commissioner, or a designee, to serve as an ad hoc board member representing the county. In addition, the Walnut Township Trustees can choose one trustee or a designee. Ad hoc members must be designated by the local government boards within 30 days of notice of application completion. The deadline to issue the Letter of Completeness will be set once the application has been filed, tentatively expected later this year. I will let you know once we have received the application and the deadline to choose your ad hoc board member designee.

This letter includes more information about the siting process, including how to participate, a map of Ohio's solar projects, and guidelines for potential ad hoc board members.

We have created an SB 52 resource page on the OPSB website that you can access from the front page of [www.opsb.ohio.gov](http://www.opsb.ohio.gov). The page includes information on SB 52 and presentations given to the Ohio Township Association and the County Commissioners Association of Ohio.

The OPSB is responsible for reviewing and approving plans for the construction of major utility facilities in Ohio. Through the Ohio Revised Code, the OPSB has jurisdiction over electric generating facilities, including solar farms and fossil fuel plants with a capacity of 50 MW or greater and wind farms that are 5 MW or greater.

Before any company can build a major utility in Ohio, a certificate of environmental compatibility and public need must be obtained from the OPSB. The OPSB assures that each project benefits the citizens of Ohio, promotes the state's economic interests, and protects the environment and land use.

The Board has seven members: the Chair of the Public Utilities Commission of Ohio, the directors of the Ohio Environmental Protection Agency, the Ohio Department of Agriculture, the Ohio Department of Development, the Ohio Department of Health, the Ohio Department of Natural Resources, and a governor-appointed public engineer. Four non-voting legislative members complete the Board's permanent membership. Two ad hoc board members represent the local community and change with each case.

Once an application is filed, OPSB technical staff will begin their review of the project. Later in the review process, we will schedule a local public hearing where everyone can share their thoughts about the project. All testimony provided during this hearing is transcribed by a court reporter and it becomes a part of the case record upon which the Board members must make their decision.

Finally, anyone who satisfies the Board's intervention criteria may be accepted as a party to the case. Local government has the automatic right to intervention. The OPSB's intervention rules are contained in Ohio Administrative Code section 4906-2-12. Interveners may participate in the adjudicatory hearing, where the applicant, OPSB staff, and other parties to the case present testimony and evidence regarding the facility and cross-examine each other. Intervening parties may also file for rehearing of a Board decision or appeal the result to the Supreme Court of Ohio.

The OPSB appreciates your interest in the proposed Eastern Cottontail Solar facility and encourages your participation in the review process.

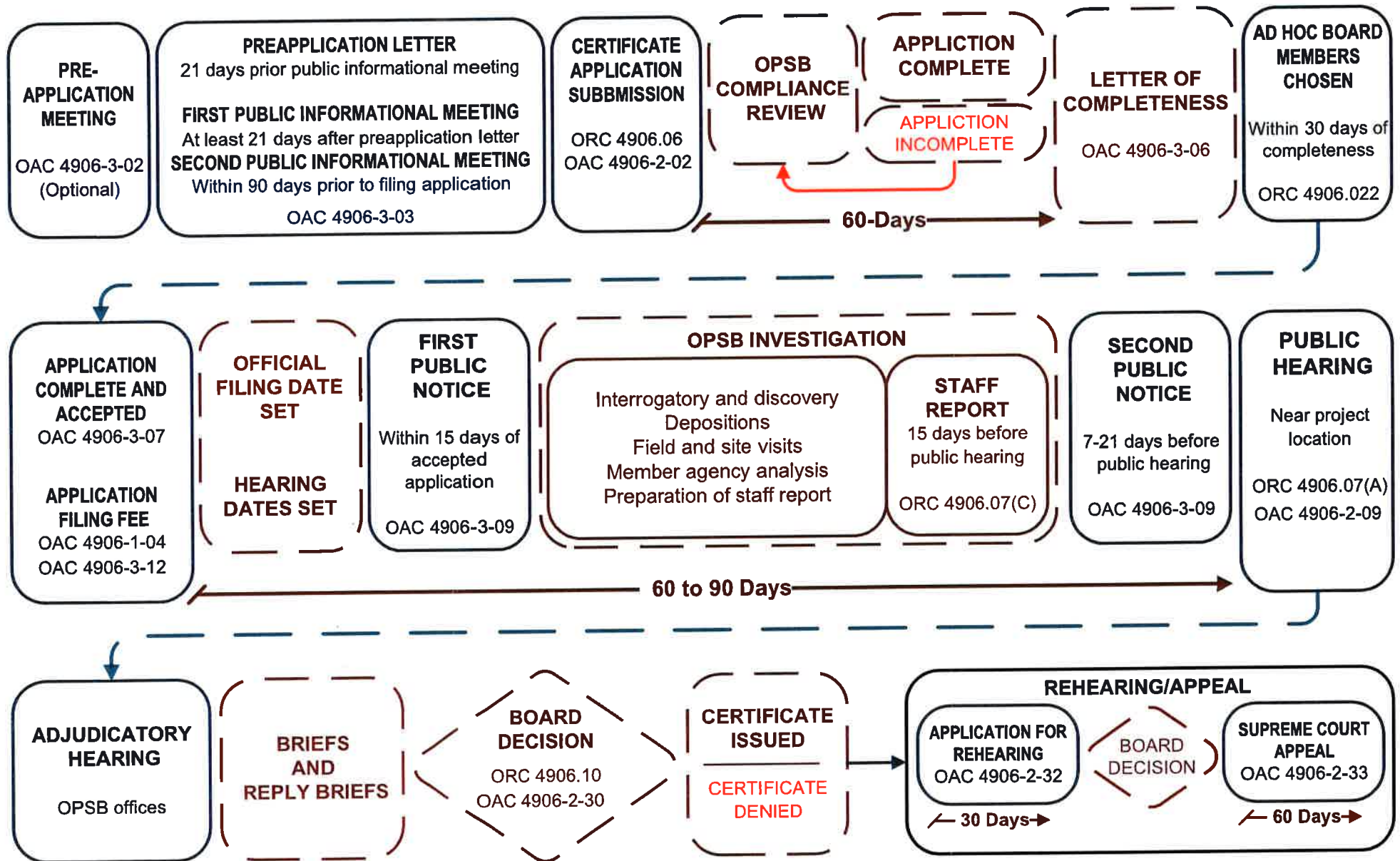
Please do not hesitate to contact me at 614-981-2380 or [juliana.graham-price@puco.ohio.gov](mailto:juliana.graham-price@puco.ohio.gov) if you have questions about Eastern Cottontail Solar, SB 52, the ad hoc board member selection process, or any other issue.

Sincerely,



Julie Graham-Price  
Community Liaison

# STANDARD APPLICATION PROCESS FLOWCHART \*



## LEGEND



Construction and operation are monitored by the OPSB

\*For new wind and solar projects, a public meeting must occur at least 90-days before filing with the OPSB.

OPSB will consider applications where a county has not prohibited construction.



## **Ad Hoc Board Member Guidelines**

The Ohio Power Siting Board (OPSB) appreciates your service and looks forward to your participation in the review process. As you select your organization's ad hoc board member, we ask that you keep the following guidelines in mind.

### **Do**

- **Attend the local public hearing** to hear the views of local residents. If you choose to attend, you are welcome to sit at the head table with the administrative law judge (ALJ) and court reporter, or you may sit in the audience if you prefer. At the beginning of the hearing, the ALJ will introduce you, and you'll have the opportunity to welcome the public to the hearing if you wish.
- **Consult your county prosecutor or legal counsel before voting** to intervene, voting on a resolution for or against the project, or abstaining from a vote on the project.
- **Consider passing a resolution for or against the project or remain neutral.** To include your views in the staff report, we encourage the trustees and commissioners to file the resolution before the report is released.
- **Go to the Senate Bill 52 resource page** on the OPSB website, accessible from the front page of [www.opsb.ohio.gov](http://www.opsb.ohio.gov). The page includes information on S.B. 52, the OPSB siting process, and ways local officials can participate.
- **Review the case documents.** To learn more about the proposed facility, go to the OPSB website, [www.opsb.ohio.gov](http://www.opsb.ohio.gov), and search for the solar case by name, county, or case number. Once in the case record, you'll find all the documents, including public comments.
- **Attend the public hearing and evidentiary hearing for a different project** to watch the process so you know what to expect. Public hearings are always held in the community where the project is located, and evidentiary hearings are held in our office in Columbus. We can provide a list of upcoming hearings.
- **Watch a Board meeting.** The Ohio Power Siting Board meets once a month, typically on the third Thursday at 1:30 p.m. The meetings are televised, and recordings are available on our website, [www.opsb.ohio.gov](http://www.opsb.ohio.gov).
- **Review the Board meeting agenda.** Several weeks before the Board meeting, you will receive an email with a draft agenda and links to the cases the Board will review at that meeting. You may receive more than one draft before the final agenda is released.



- **Review the application, the staff report, and comments** from local residents. In addition, depending on your interest and available time, you are able and encouraged to review the documents in the case file and the applicant's website.
- **Ask questions.** By serving as the ad hoc board member, your constituents may come to you with questions and concerns. Please do not hesitate to contact Julie Graham-Price, OPSB community liaison, at 614-981-2380 or [juliana.graham-price@puco.ohio.gov](mailto:juliana.graham-price@puco.ohio.gov) if you have questions about the proposed solar facility, Senate Bill 52, ad hoc responsibilities, or any other issue.

## Don't

- **Vote to intervene.** Under SB 52, the township trustee and county commissioner who serve as an ad hoc member are prohibited from voting on the resolution to intervene if the trustees or commissioners seek to adopt a resolution. Intervention grants the trustees and commissioners the right to participate in the evidentiary hearing, file for rehearing, or appeal to the Ohio Supreme Court.
- **Testify at the public hearing.** As a voting member of the board, we suggest you avoid saying anything that appears that you have already decided on the application before the end of the process.
- **Serve as an ad hoc OPSB member if you:**
  - Are a party to a lease agreement with, or have granted an easement to, the developer of a utility facility.
  - Hold any other beneficial interest in a utility facility.
  - Have an immediate family member who is a party to a lease agreement with, or has granted an easement to, the developer of the utility facility.
  - Have an immediate family member who holds any beneficial interest in a utility facility; or
  - Have an immediate family member who has intervened in the OPSB proceeding for which the ad hoc member is included.

If you have a conflict of interest, as just described, you cannot serve as an ad hoc member of the OPSB, and a new ad hoc member must be appointed.

- **Disclose or use information acquired during your service if the information is confidential.** In addition, as an ad hoc board member, you are exempt from limitations on ex parte communications. Generally, ex parte communications are those made by a party without the presence of the other parties.

This means that ad hoc board members may discuss the case without the other members of the OPSB present. However, if such communications take place, you and the individuals you communicated with must disclose to the OPSB the date of the conversation and the names of those who participated in the discussion who are parties to the case.



Project locations are provided by applicants. Case and construction status is determined by the case filings. The nameplate capacity shown in the legend is the maximum capacity in megawatts (MW) that could be built based on the number of approved photovoltaic panels and the highest nameplate capacity of the approved panel models. The estimated project size is shown in acres. Pre-Application project locations, capacity, and acreage may be approximated. MW and acreage totals in the legend represent the entire State of Ohio.

\*Project application contains a battery storage component. Capacity values in the legend do not represent any portion of battery storage.



## Ohio Power Siting Solar Case Status

Operational Solar		Approved Solar		Potential Solar (Pending and Pre-application)	
Operational MW:	1011	Approved MW:	6,997.8	Potential MW:	1,765.2

Operational Solar Facilities (50 MW or greater)					
Case Number	Related Cases	Project Name	Operational Date	County	MW
17-0773-EL-BGN	NA	Hardin I*	2/5/21	Hardin	150
17-1152-EL-BGN	18-1267-EL-BGA	Hillcrest	11/16/21	Brown	200
20-1288-EL-BGN	NA	New Market	3/30/22	Highland	100
20-0972-EL-BGN	NA	Yellowbud	6/22/23	Pickaway, Ross	274
19-1881-EL-BGN	21-0508-EL-BGA	Madison Fields*	12/14/23	Madison	180
20-0979-EL-BGN	NA	Arche	1/26/24	Fulton	107
*Project application contains a battery storage component.				TOTAL:	1011

Approved Solar Facilities (50 MW or greater)					
Case Number	Related Cases	Project Name	Approval Date	County	MW
17-0774-EL-BGN	NA	Vinton*	9/20/18	Vinton	125
18-1024-EL-BGN	21-0005-EL-BGA 22-0115-EL-BGA	Willowbrook*	9/17/18 7/15/21 4/21/22	Brown, Highland	150
18-1334-EL-BGN	NA	Highland*	5/16/19	Highland	300
18-1360-EL-BGN	20-1321-EL-BGA	Hardin II*	5/16/19 1/21/21	Hardin	170
18-1546-EL-BGN	NA	Nestlewood*	4/16/20	Brown, Clermont	80
19-1823-EL-BGN	21-1196-EL-BGA	Big Plain*	3/18/21 2/17/22	Madison	196
19-1880-EL-BGN	NA	Atlanta Farms	12/22/20	Pickaway	199.6
18-1578-EL-BGN	NA	Alamo	6/24/21	Preble	69.9
18-1579-EL-BGN	NA	Angelina	6/24/21	Preble	80
20-1084-EL-BGN		Powell Creek*	7/15/21	Putnam	150
20-0931-EL-BGN	21-1031-EL-BGA	Fox Squirrel*	7/15/21 5/19/22	Madison	577
20-1529-EL-BGN	NA	Wheatsborough**	9/16/21	Erie	125
20-1612-EL-BGN	NA	Mark Center	9/16/21	Defiance	110
20-1678-EL-BGN	NA	Hardin III*	9/16/21	Hardin	300
20-1362-EL-BGN	NA	Clearview*	10/21/21	Champaign	144
20-1380-EL-BGN	NA	Ross County*	10/21/21	Ross	120
20-1677-EL-BGN	NA	Cadence	11/18/21	Union	275
20-1760-EL-BGN	NA	Juliet	11/18/21	Wood	101
20-1762-EL-BGN	NA	Sycamore Creek	11/18/21	Crawford	117
21-0036-EL-BGN	NA	Marion County*	11/18/21	Marion	100
20-1757-EL-BGN	22-0471-EL-BGA	Union Ridge	1/20/22 9/15/22	Licking	107.7
20-1405-EL-BGN	NA	AEUG Union*	2/17/22	Union	325
21-0004-EL-BGN	NA	Tymochtee	3/17/22	Wyandot	120
21-0270-EL-BGN	NA	Nottingham	8/18/22	Harrison	100
21-0823-EL-BGN	NA	Wild Grains	8/18/22	Van Wert	150
20-1814-EL-BGN	NA	Dodson Creek	9/15/22	Highland	117
20-1679-EL-BGN	NA	Pleasant Prairie	10/20/22	Franklin	250
21-0164-EL-BGN	NA	Harvey	10/20/22	Licking	350
22-0094-EL-BGN	NA	Springwater*	12/15/22	Franklin, Madison	155
21-0277-EL-BGN	NA	Border Basin	2/16/23	Hancock	120
21-0669-EL-BGN	NA	South Branch	2/16/23	Hancock	129.6
21-0041-EL-BGN	NA	Palomino	4/20/23	Highland	200
22-0151-EL-BGN	NA	Blossom	5/18/23	Morrow, Marion	144
20-1680-EL-BGN	NA	Yellow Wood	6/15/23	Clinton	300
21-0768-EL-BGN	NA	Dixon Run	9/21/23	Jackson	140
22-0549-EL-BGN	NA	Oak Run*	3/21/24	Madison	800
*Under Construction. **Project application contains a battery storage component.				TOTAL:	6,997.8

Pending and Pre-application Solar Facilities (50 MW or greater)					
Case Number	Project Name	SB 52 Applicability	Filing Date	County	MW
21-0764-EL-BGN	Kensington	Ad Hoc members required	10/19/21	Columbiana	135
21-1090-EL-BGN	Circleville	Ad Hoc members required	12/30/21	Pickaway	70
21-1231-EL-BGN	Fountain Point	Ad Hoc members required	4/11/22	Logan	280
22-0988-EL-BGN	Chestnut	Ad Hoc members required	3/2/23	Marion	68
23-0045-EL-BGN	Clear Mountain*	Ad Hoc members required	1/8/24	Clermont	152.2
23-0146-EL-BGN	Scioto Ridge*	Ad Hoc members required	8/15/23	Hardin	130
23-0713-EL-BGN	Mink	Ad Hoc members required	10/19/23	Defiance, Paulding	140
23-0796-EL-BGN	Frasier	Ad Hoc members required	10/10/23	Knox	120
23-0930-EL-BGN	Richwood*	Ad Hoc members required	1/23/24	Union	300
23-0931-EL-BGN	Stark	Ad Hoc members required	2/28/24	Stark	150
24-0495-EL-BGN	Eastern Cottontail	Ad Hoc members required	pre-application	Fairfield	220
*Project application contains a battery storage component.				TOTAL:	1,765.2



# e-Link

## SUMMER 2024



A Word of

*Welcome*



**Corey Clark**

Director, Fairfield County Job and Family Services

*Hello Friends,*

The calendar may say summer has just begun but given the recent temperatures it sure feels like it has been here for a while now! This is a wonderful time of year in our community as we get ready for the fireworks display this week and later this month, the Lancaster Festival. I hope you all get a chance to enjoy these, and the many other events, scheduled for this summer in Fairfield County.

This edition of the JFS e-Link recaps the awareness events we hosted for Child Abuse Prevention and Elder Abuse Prevention. These events featured guest speakers and announcements of well-deserving award recipients. We are so grateful for the dedication and partnership of all those recognized.

Family FunFest was also in May and gave our staff the opportunity to engage with hundreds of our customers in a fun and informal setting. A huge thank you to all of our team members, volunteers, and community partners who made that event possible.

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!

Sincerely,

**Corey Clark**

Fairfield County Job and Family Services Director

---

**JFS Hosted A Fantastic**



# Family Fun Fest!

---



This year's Family Fun Fest was held May 23<sup>rd</sup> in the Job and Family Services parking lot, and it was fantastic! With the help of dozens of volunteers and community partners we were able to host hundreds of families – approximately 400 people! This event allows families to spend a fun evening together and everything is FREE. This is truly only possible due to the generosity of our community partners and the time put in by our volunteers. Family Fun Fest has been a special event at JFS for over 20 years.

Each year, we are able to provide families in our community with an opportunity to get out and enjoy some time together. Children can play games and win prizes, have their faces painted, and make crafts. There are free hot dogs, chips, drinks, popcorn and snow cones for everyone. Families also have the opportunity to learn about organizations and agencies within our community that could provide them with additional resources. The weather was absolutely perfect this year and Family Fun Fest was a tremendous success! We would like to thank our community partners, volunteers, and everyone who came out to support our 2024 Family Fun Fest.

---

## Child Abuse Prevention Month Breakfast Held In April

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Fairfield County Protective Services held their annual Child Abuse Prevention Month Breakfast on April 10, 2024. Agency staff, elected officials, and community partners from across the county took part in the morning's activities. Mike Kenney, Director of Strategic Initiatives for the Public Children Services Association of Ohio, was the keynote speaker for the morning. Mike spoke on innovative child welfare practices from across the state and highlighted Fairfield County's participation in PACT (Practice in Action Together), a shared practice model being piloted in eight counties.

Also, part of the morning's activities was the presentation of the Partner for Kids Award. Phyllis Shanks, a longtime agency foster parent, was announced as the 2024 winner. Phyllis and her husband, Russ, have been foster parents since 1979 and have had more than 400 children placed in their home during that time. Sadly, Phyllis passed away this past February, so this award was an opportunity to posthumously honor her work and also celebrate her family, who continue their foster journey. Russ and Phyllis's children and grandchildren were on hand to accept the award on Phyllis's behalf.





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## World Elder Abuse Awareness Breakfast Update

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On June 12, 2024, The Protective Services Department of Fairfield County Job and Family Services hosted their annual event recognizing World Elder Abuse Awareness Day. World Elder Abuse Awareness Day, officially on June 15<sup>th</sup> every year, is an opportunity to promote awareness of elder abuse and neglect. Commissioner Dave Levacy kicked off this year's event with a proclamation presentation honoring June as Elder Abuse Awareness Month in Fairfield County. Our main presentation, titled "Resiliency and The Art of Living Well," was presented by Karen Vadino, a trainer and humorist in the social service sphere for over 30 years. Karen provided attendees laughter and life strategies for taking on stress.

In addition, Protective Services presented its 2024 Partner in Supporting Seniors Award to Janet Stout. Janet is currently the Guardianship Service Board Coordinator with Fairfield County Probate Court. Prior to that position, she was an Adult Protective Services Caseworker here at Job and Family Services for several years.

As a reminder, if you have concerns about an older adult age 60 and over, please reach out to our dedicated staff to report your concerns at 740-652-7887. Concerns can also be reported through the statewide portal at <https://aps.jfs.ohio.gov/>.



May Was Fraud Awareness Month

# FRAUD COSTS

## REPORT SUSPECTED PUBLIC ASSISTANCE FRAUD

740-652-7616

[fcjfs.org](http://fcjfs.org)



ALL OF US



Fairfield County  
Job & Family  
Services

Fairfield County Job and Family Services is serious about investigating and pursuing allegations of fraud. We have a Benefit Recovery team that focuses on protecting the integrity of the public assistance programs.

### Objectives:

- To ensure that public assistance benefits are received only by those individuals who are eligible and in the correct amounts
- To recover tax dollars that were obtained by participants through fraudulent activities, unintentional participant error or administrative error
- To deter future occurrences of fraud and maintain program integrity
- 2023 Statistics
- An average of 57 fraud referrals were received each month for a total of 684 referrals
- More than \$481,000 was repaid
- The agency received \$130,146 in fraud incentives from SNAP, TANF, and Medicaid
- The Prosecuting Attorney's Office completed eight prosecutions; all found guilty
- Established 45 SNAP disqualifications
- 99% of fraud cases involve unreported income or household members

# Vantage Aging Offers Paid Job Training To Adults 55 And Older

---

OhioMeansJobs Fairfield County collaborates with several partner organizations to enhance community services and support workforce development.



Among these partners is Vantage Aging, an organization dedicated to empowering individuals aged 55 or older through paid job training.

Vantage Aging offers valuable opportunities for seniors to receive training and gain practical work experience at designated worksites. These training sites, which must hold a current 501(c)(3) or government unit status, provide participants with 20 hours per week of supervised training. The program ensures a safe and sanitary workplace, with assignments designed to contribute to community services while enhancing participants' skills.

To qualify for Vantage Aging's program, applicants must be 55 years of age or older and meet income eligibility requirements. The program offers numerous benefits, including:

- Helping organizations deliver more services to the community.
- Providing participants with new skills and experiences needed for desired jobs.
- Enabling individuals to take achievable steps on their career pathways.
- Covering participants' time and associated payroll benefits through Vantage.

Training sites offer practical experience in real job environments, helping participants build confidence and thrive in their future careers. Additionally, Vantage Aging's workforce solutions accelerate skill-building by combining hands-on experiences with industry-recognized certifications at community-based organizations.

The program matches the career goals of job seekers with in-demand job opportunities in Ohio, making participants more

competitive in today's job market through targeted skill-building and certification opportunities.

OhioMeansJobs Fairfield County is committed to supporting our community's workforce, and the partnership with Vantage Aging is a testament to that commitment. We encourage eligible community members to take advantage of this excellent opportunity to develop new skills, gain valuable experience, and pursue their career goals. For more information visit [OhioMeansJobs.com](http://OhioMeansJobs.com).

## Gearing Up For Child Support Awareness Month in August



The Fairfield County Child Support Enforcement Agency (CSEA) will celebrate Child Support Awareness Month in August. To commemorate the occasion, CSEA staff will engage in a variety of activities intended to demonstrate our unwavering support for the children of Fairfield County.

CSEA is again slated to lead a JFS-wide school supply donation drive later this summer. This effort will begin with a monetary donation drive in which JFS employees will be called upon to generously aid the cause. Utilizing the funds donated by our JFS team members, CSEA will purchase numerous school backpacks and place a Target gift card (to purchase school supplies) in each of them.

To compliment this fundraising endeavor, fifteen JFS staff members will volunteer their time with Big Brother Big Sisters of Fairfield

County on the evening of July 17<sup>th</sup> and serve as “Bigs” for the evening. During this event, JFS volunteers will be paired with a child involved in the Big Brothers Big Sisters program. Throughout the evening, JFS participants will engage in mentorship and activities with their assigned child. The culmination of the evening will see JFS volunteers present the backpacks and school supply gift cards to the children in attendance.

Additional Fairfield County Child Support Awareness Month activities will be made possible thanks to generous donations from local businesses such as Roosters and Wendy's, as these organizations intend to provide gift certificates for CSEA staff to pass out to customers making child support payments at our local payment drive-thru location.

Child Support Awareness Month continues to serve as a reminder of the importance and impact of Fairfield County's child support program. Serving nearly 40,000 of our county's citizens and collecting 23 million dollars in child support on an annual basis; among government service programs, the child support program remains second only to our public school system in terms of the population served.



Fairfield County Job and Family Services | 239 West Main Street, Lancaster, OH 43130

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

[Update Profile](#) | [Constant Contact Data Notice](#)

Sent by [donna.stalter@jfs.ohio.gov](mailto:donna.stalter@jfs.ohio.gov) powered by







VALEDA A. SLONE  
Clerk

# FAIRFIELD COUNTY MUNICIPAL COURT

136 West Main Street

Post Office Box 2390

Lancaster, Ohio 43130-5390

Telephone: 740-687-6621

E-mail: [clerk@fcmcourt.org](mailto:clerk@fcmcourt.org)

Web: [www.fcmcourt.org](http://www.fcmcourt.org)

July 2, 2024

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

RE: Fees collected in the Fairfield County Municipal Court, **Criminal/Traffic Division**, for the month of June, 2024.

10% OSP Fines.....	\$1,477.18
Regular Fines.....	1,678.81
Uniform Fines.....	5,434.49
Gross Overload.....	9,189.00
50% Liquor Fines .....	62.50
OVI Housing.....	2,115.76
Sheriff's Department OVI.....	50.00
Affidavit of Indigency .....	2,037.28
Dog Fines.....	189.50
Parks & Recreation.....	555.00
Parks & Recreation OVI.....	0.00
Witness Fees .....	9.00
Expungement Fees .....	40.00
Jury Fees .....	57.50
<b>TOTAL.....</b>	<b>\$22,896.02</b>

Sincerely,

*Valeda A. Slone*  
Valeda A. Slone  
Clerk of Court

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

enclosures  
/tlh

# CITY OF LANCASTER, OHIO

*Fairfield County, Ohio*



ANNUAL COMPREHENSIVE FINANCIAL REPORT

FOR THE YEAR ENDED  
DECEMBER 31, 2023



**CITY OF LANCASTER, OHIO  
OFFICE OF THE AUDITOR  
104 E. Main St. Room 107  
Lancaster, Ohio 43130  
(740) 687-6611**

ANNUAL COMPREHENSIVE FINANCIAL REPORT

FOR THE YEAR ENDED  
DECEMBER 31, 2023

*Prepared by the City Auditor's Office*

Patricia Nettles  
City Auditor





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FAIRFIELD COUNTY, OHIO

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## *INTRODUCTORY SECTION*

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# CITY OF LANCASTER, OHIO

## OFFICE OF THE AUDITOR

104 E. Main St. Room 107  
Lancaster, Ohio 43130  
(740) 687-6611

**Patricia Nettles, Auditor**

June 20, 2024

To the Citizens and  
Elected Officials of  
Lancaster, Ohio:

I am pleased to present to you the Annual Comprehensive Financial Report, of the City of Lancaster, Ohio (the "City"), for the year ended December 31, 2023.

While there is no legal requirement for the preparation of this report, it represents a commitment by the City of Lancaster to conform to nationally recognized standards of excellence in financial reporting. Responsibility for both the accuracy of the presented data and the completeness and fairness of the presentation, including all disclosures, rests with the City. I believe the data, as presented, is accurate in all material respects; that it is presented in a manner designed to fairly set forth the financial position and results of operation of the City; and that all disclosures necessary to enable the reader to gain an understanding of the City's financial activity have been presented.

Accounting principles generally accepted in the United States of America require that management provide a narrative introduction, overview and analysis to accompany the basic financial statements in the form of Management's Discussion and Analysis (MD&A). This letter of transmittal is designed to complement MD&A and should be read in conjunction with it. The City of Lancaster's MD&A can be found immediately following the Independent Auditors' Report.

### **The Reporting Entity**

The City of Lancaster is a statutory city operating under the provisions of the Ohio Revised Code which provides for an elected Mayor, Auditor, Treasurer, Law Director, President of Council, Council (six elected from wards and three at-large members), two Judges of the Municipal Court and a Municipal Court Clerk.

Lancaster is a full-service City, and in order to provide necessary services to its citizens, the City of Lancaster is divided into departments. Services provided include full time police and fire protection, park and recreational activities, city owned gas company, solid waste disposal, sewage collections and treatment, water treatment and distribution, street maintenance and repair and traffic control. These activities are provided by the City Council through the budgetary process and other elected officials through administrative and managerial policies and procedures and by the statutes of the State of Ohio.

The City's reporting entity includes the financial activities of the Lancaster Port Authority, a blended component unit.



***Letter of Transmittal***

***For the Year Ended December 31, 2023***

---

The City participates in the following Jointly Governed Organizations: Fairfield Metropolitan Housing Authority, Lancaster-Fairfield Community Action Agency, Fairfield Regional Planning Commission, Mid-Ohio Regional Planning Commission, Fairfield County Family, Adult and Children First, Fairfield County Multi-System Youth Committee, Community Corrections Board, and Fairfield, Hocking and Athens Counties Council of Governments on Major Crimes Investigations.

The Lancaster City School District, under the Board of Education, and the Fairfield Medical Center are separate and independent entities and as such, are not included in this report.

A complete discussion of the City's reporting entity is provided in Note 1 of the Notes to the Basic Financial Statements.

**City Overview**

The City of Lancaster is the county seat of Fairfield County and is located in central Ohio approximately thirty miles southeast of Columbus.

History abounds in Lancaster and the surrounding area. Colonel Ebenezer Zane, a famous trailblazing pioneer and soldier, is generally considered the founding father of Lancaster. In 1796, Zane petitioned Congress to grant him a contract to open a road through Ohio, a distance of two hundred sixty-six (266) miles, which stretched from Wheeling, West Virginia, to Limestone, Kentucky, (1797 "ZANES TRACE" opened). In payment for Zane's work, he received three square mile tracts of land where Lancaster now stands. He sold some of his real estate and the town began to take root and was named New Lancaster. His two sons, Noah and John, laid out the original town from Pearl Street on the east to Front Street (now Memorial Drive) on the west and included Chestnut, Main, Wheeling and Mulberry Streets running east and west between Pearl and Front Streets. The town was named New Lancaster at the request of the early German settlers from Lancaster, Pennsylvania, but was shortened to Lancaster in 1805.

**Items of Local Interest**

The City of Lancaster is known for its excellent park system, including Rising Park and Mount Pleasant. General William T. Sherman was born in Lancaster, and his home on downtown Main Street is maintained by the State of Ohio as a Civil War Museum. Other important men who have called Lancaster home are U.S. Senator Thomas Ewing and three Governors of Ohio, William Medill, John Brough and John Brown.

**Culture and Education**

Lancaster is home to the annual Lancaster Festival and the Fairfield Heritage annual tour of beautiful and historic buildings and homes. The Lancaster Public Library is second-to-none and offers full library services. In addition to the excellent public school system, grades K-12, operated by the Lancaster Board of Education, Ohio University maintains a branch college in the City and offers a variety of Associate, Bachelor and Master's Degree opportunities as well as continuing education programs. The Fairfield County Fair is held in Lancaster every year in the month of October and is the last county fair each year in the State of Ohio.

***Letter of Transmittal***

***For the Year Ended December 31, 2023***

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**ECONOMIC CONDITION AND OUTLOOK**

Lancaster is leading Ohio with two JobsOhio Authenticated Sites within the industrial core and the efforts are being recognized in projects and leads. Google purchased 120 JobsOhio Authenticated acres for its new Google Data Center in Lancaster and is currently up and running on phase 1. Google will continue to expand their Google Data Center in future years in more phases to their expansion to help power Google's AI innovation, particularly tools like Gmail Search and Maps. Cirba Solutions announced a \$200 million dollar expansion to their east side industrial park facility they acquired from Retreiv Technologies. The expansion will include construction of an additional building as well as creating 150 new jobs. Cirba, a play on words for Circular Battery Solutions, will recycle electric vehicle batters and use the components and minerals in those to make new batteries. This expansion is currently under construction. The City of Lancaster began construction on a new North Water Treatment Plant in Miller Park. The new plant will have an initial capacity of 8 million gallons per day. At just under \$100 million, the project will be the most expensive infrastructure project for the City of Lancaster. ClearSky Health announced they're locating a medical rehabilitation hospital specializing in care to individuals living with disabling injuries or illnesses such as strokes, brain injuries, hip fractures, spinal injuries, Parkinson's disease, and multiple sclerosis. The facility will provide approximately 30 new beds and will treat about 650 patients annually. Trilogy Health Services is wrapping up construction for a senior living facility that will provide independent living, assisted living, short term skilled nursing and rehabilitation, memory care, long term care and adult day care services. This facility will provide 125 permanent jobs and should open in the first half of 2024. Lancaster City Schools began construction on their new high school in the fall of 2022 with a completion date estimated in 2026.

Lancaster is a desirable location to live and the community is experiencing high growth in residential development. Population has grown in Lancaster year over year and currently sits at 41,422. To accommodate the additional population, the City of Lancaster has been meeting with developers to grow housing stock of all types. The City of Lancaster is expanding in affordable housing, businesses, new schools, medical facilities and is a great community to invest in.

**Long-term Financial Planning:**

In May of 2023, the City of Lancaster citizens renewed the ten-year 3 mill property tax levy to support the City's street improvement plan. The annual levy proceeds (\$3,074,500) along with STP (Surface Transportation Program) funds will work together to help the City maintain the street and bridge repairs/replacement that are on a ten-year street improvement plan.

The City's Water Pollution Control Department is working on two large improvement projects which are the Lawrence Street Water Pollution Control Facility Upgrade (\$22,497,193) and the Upper Hocking Water Pollution Control Facility Expansion (\$39,381,069). Both capital improvement projects will be financed with Ohio Water Development Authority (OWDA) at lower interest rates. The City's Water Department is working on replacing the North Water Treatment Plant (\$98,215,678) this project will also be financed with Ohio Water Development Authority (OWDA) at a lower interest rate.

***Letter of Transmittal  
For the Year Ended December 31, 2023***

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The Sanitation Department will be replacing the existing transfer station that was constructed in 1973. The new transfer station will be located at the same address. The city issued a 10-year \$3,100,000 General Obligation bond to finance the construction of the new transfer station in May 2023. The construction on the new transfer station began in 2023 and is expected to be completed by the end of 2024.

The city voters passed an additional .10% parks and recreation income tax increase in 2022 to add to the existing .15% parks and recreation income tax. This additional parks and recreation income tax will take effect January 2023 which will make the parks and recreation receiving .25% income tax to help with maintaining the park infrastructure. Beginning January 2023, the City of Lancaster's income tax rate will go from 2.2% to 2.3%.

**MAJOR INITIATIVES**

Lancaster is one of five "Large Cities" outside of the designated Metropolitan Planning Organizations areas that the Ohio Department of Transportation provides an annual apportionment of federal surface transportation program funds (STP). The use of those funds is limited to Federal-Aid Off-System streets, but those eligible streets are the City's major streets. The funding provides 80 percent of the project costs with the City being responsible for the local 20 percent match. Recent changes to this program have changed the Federal and Local distribution to be a 95/5 split. The City has programmed the use of federal surface transportation program (STP) funds for various street rehabilitation projects.

During the 2023 calendar year there were several major **roadway projects** that were completed or are in the design, utility relocation, or ROW acquisition process. Following is a list of those projects:

- 2023 Street Improvement Program (SIP) – Completed
- Sixth Avenue (Maple to Cherry) PID 111406 – Completed
- Chestnut Street Parking Lot - Completed
- Street Improvement Program (SIP) – Design
- South Broad Street (OPWC) – Design
- Boving Road (STP) – Design
- Sixth Avenue Bridge – Design

Amendments to the federal Clean Water Act have directed pollution mitigation efforts to other water pollution sources, one being combined sewer overflows (CSO's). The CSO's are permitted under the City's National Pollution Discharge Elimination System (NPDES) permit. However, under the permit, the City is required to reduce the number of overflow events at its CSO's. Prior to the current permit, the City retained a consulting engineer to develop a plan of improvements and schedule for construction of those improvements to meet the stricter permit conditions. The City and the Ohio Environmental Protection Agency finalized negotiations of this pollution mitigation plan, and that plan is part of the City's NPDES permit. The City anticipates spending \$70,000,000 between 2014-2035 to construct the required improvements to the City's sewerage system.

***Letter of Transmittal***

***For the Year Ended December 31, 2023***

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To date the City has reduced the number of CSO locations from 33 in 1995 to 9 at the end of 2013. The City will keep these 9 CSO locations, due to the necessity of them, but we are monitoring/reducing the amount of time that they would be activated along with reducing clean water flows to the Lawrence Street Water Pollution Control Facility. Projects included to mitigate CSO overflow's as well as other drainage related projects are as follows:

- Main Street Sewer Separation Project Design
- Construction of CSO 1029 Replacement Completed
- Upgrade of the Lawrence Street Water Pollution Control Facility – multi-million, multi-year project (+\$20 million)
- 2024 Sewer System Rehabilitation Project Construction
- Replacement of the Independence Boulevard Culvert Design
- Replacement of two culverts on Main Street Design
- Ewing Run Manhole Protection Design
- Fetter's Run Stream Restoration at Ohio University Lancaster Design

Due to development pressures in the U.S. 33 service area, a number of projects were under study, design and construction. These include:

- South Water Plant Concentrate Line Improvements Design to increase water production
- Construction of the New North Water Plant to replace the existing Miller Park Water Plant
- Construction of Lateral D Sanitary Trunk Sewer Phase 1 and 2 to serve the US 33 development area
- Construction of the Campground Road Pump Station Replacement
- Expansion of the Upper Hocking Water Pollution Control Facility to increase capacity to 4 MGD
- Disinfection improvements at the South Water Plant to increase water production.
- Construction of the Western Transmission Line to increase flows to the US 33 service area.
- Design of Renovations to the Tiki Lane Booster Station.

The Lancaster Sanitation Transfer Station is 50 years old and has reached the end of its useful life. A replacement transfer facility has been designed and is currently waiting for Ohio EPA permitting. Construction began in 2023 with completion in the summer of 2024. Finally, the Division of Water undertook major initiatives in Asset Management Planning, Lead Service Line Identification and Emergency Planning to comply with U.S. EPA and Ohio EPA regulatory requirements.



***Letter of Transmittal***

***For the Year Ended December 31, 2023***

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In 2023, Lancaster Municipal Gas (LMG) continued infrastructure replacement efforts by completing a three-year gas main replacement project in the northeast area of the city. This project included replacement of approximately five (5) miles of bare steel natural gas main and 600 connected service lines. The streets involved in the project included the following (among others):

- Medill Ave,
- Harding Ave,
- E Sixth Ave,
- N Cherry St,
- Concordia Dr,
- Pleasantview Dr,
- N Eastwood Ave.

**FINANCIAL INFORMATION**

**Internal Control, Budgetary Control and the Accounting System**

Development of the City's accounting system included substantial consideration of the adequacy of the internal accounting controls. Internal accounting controls are designed to provide reasonable but not absolute assurance of the following:

1. The City's assets are protected against loss and unauthorized use or disposition.
2. Reliable financial reports for preparing financial statements and providing accountability for assets are maintained.

The concept of reasonable assurance states that internal controls should be evaluated applying the following criteria:

1. The expense associated with providing the internal controls should not exceed the benefits likely to be derived from their implementation.
2. The evaluation of the offsetting costs and benefits involves estimates and judgment by the City administration and the Auditor's Office.

All internal control evaluations occur within this framework. It is the belief of the administrative and financial management personnel that the City's financial controls adequately safeguard existing assets and provide reasonable assurance of the proper recording of financial transactions.

The Auditor's Office is responsible for the auditing and analysis of all purchase orders of the City. Personnel of the Auditor's Office carefully review purchase orders to help ensure the availability of monies in the proper funds and accounts prior to the certification and subsequent payment of approved invoices. The City utilizes a fully-automated accounting system as well as, an automated system of controls for capital asset accounting and payroll. These systems, coupled with the review and examination performed by the City Auditor's Office, help ensure that the financial information generated is both accurate and reliable.

***Letter of Transmittal***

***For the Year Ended December 31, 2023***

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All funds other than custodial funds and the Drug Enforcement Fund (special revenue fund) are legally required to be budgeted and appropriated. Budgetary control is maintained at the object level for each department within each fund via legislation approved by City Council. Lower levels within each object are accounted for and reported internally. Such lower levels are referred to as line items of expenditure. Estimated amounts must be encumbered prior to final approval of purchase orders or other contracts to vendors. Encumbrances in excess of the available object level appropriations are not approved unless additional appropriations are authorized. Unencumbered appropriations return (lapse) to the unappropriated balances in the individual funds at the end of each fiscal year, which coincides with the calendar year.

**OTHER INFORMATION**

**Independent Audit**

This report includes an unmodified audit report regarding the City's financial statements. The audit was conducted by Wilson, Shannon & Snow, Inc., which was selected by the Auditor of State's Office. The Auditor's Report on the basic financial statements is included in the financial section of this report. The Auditor's report relating to the Federal Single Audit Act of 1996 is issued separately.

**Awards**

The Government Finance Officers Association (GFOA) awarded a Certificate for Excellence in Financial Reporting to the City for its Annual Comprehensive Financial Report for the fiscal year ending December 31, 2022. This was the thirty-sixth year the City has won this prestigious award. In order to be awarded a Certificate of Achievement, the City published an easily readable and efficiently organized annual comprehensive financial report. This report satisfied both generally accepted accounting principles and applicable legal requirements.

A Certificate of Achievement is valid for a period of one year only. I believe that our current Annual Comprehensive Financial Report continues to meet the Certificate of Achievement program's requirements, and I am again submitting it to the GFOA to determine its eligibility for another certificate.

**Public Disclosure**

The publication of this Annual Comprehensive Financial Report is indicative of the City's commitment to provide significantly enhanced financial information and accountability to its citizens. In addition to the citizens of Lancaster, the recipients of this report include city, state and federal officials, schools, libraries, newspapers, investment banking firms, banks and rating agencies. The report is made available to any person or organization requesting it. The extensive effort to prepare and distribute this report is indicative of the continued efforts of the City to improve its overall financial accounting, management and reporting capabilities.

***Letter of Transmittal  
For the Year Ended December 31, 2023***

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**Acknowledgments**

A special thanks is extended to my staff Anitra Scott (Assistant Auditor), Jody Sheets, Paula Wahl, Tammy Crawford, Allison Ray, and Leah Davis (Deputy Auditors), for their assistance in compiling the cash reports and other data. I would like to thank Donald J. Schonhardt & Associates, Inc. for their professional guidance and many hours of hard work that went into preparing this report. The cooperation of many people is required to produce a quality product such as this Annual Comprehensive Financial Report.

Sincerely,

A handwritten signature in black ink, reading "Patricia Nettles". The signature is written in a cursive style with a large, looping initial "P".

Patricia Nettles  
City Auditor

## ***CITY OF LANCASTER, OHIO***

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### ***List of Principal Officials For the Year Ended December 31, 2023***

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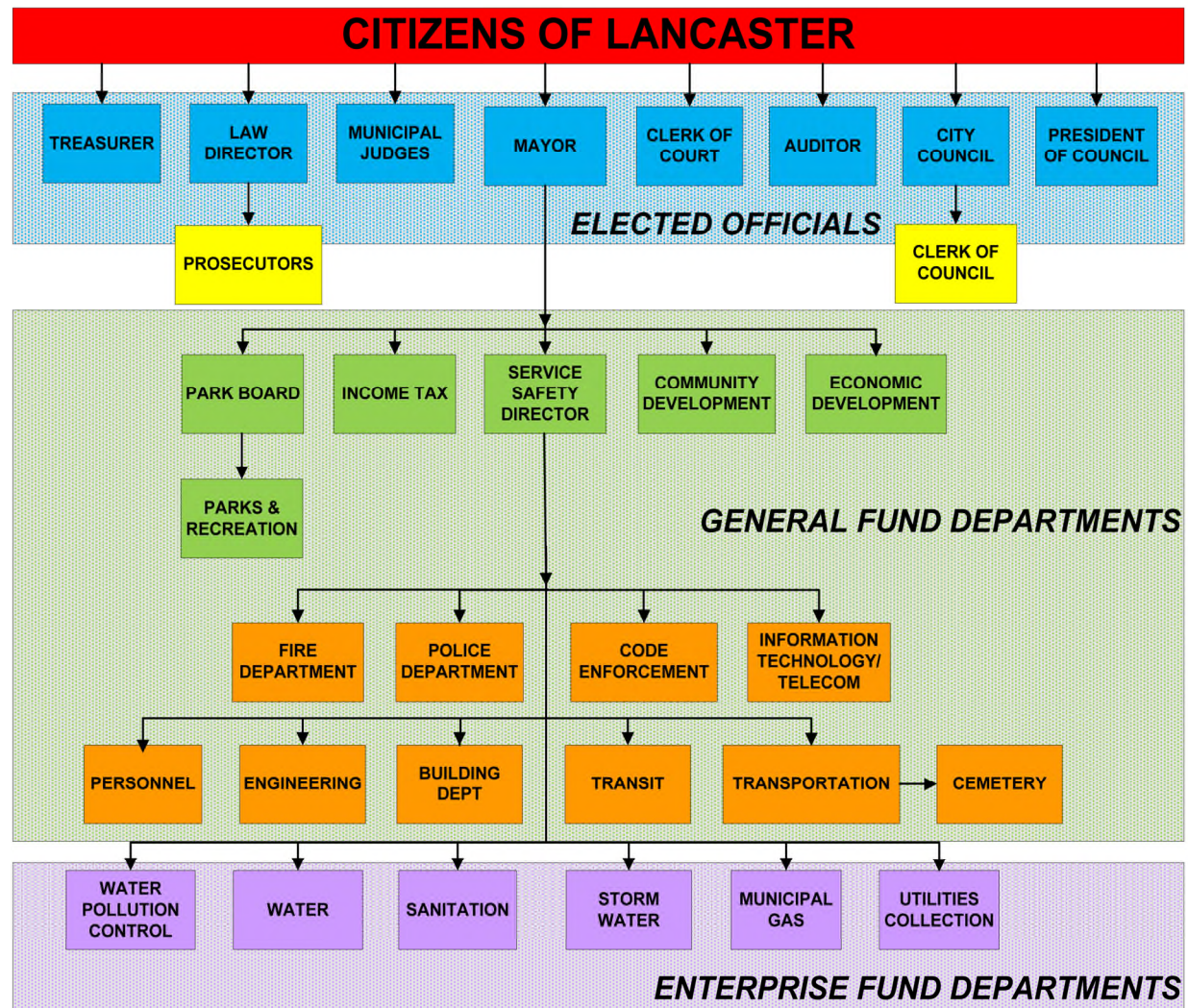
<b><i>Name</i></b>	<b><i>Title</i></b>
<b><i>Executive Officials</i></b>	
David Scheffler	Mayor
Patricia Nettles	Auditor
Stephanie Hall	Law Director
Robert Wolfinger	Treasurer
<b><i>Legislative Officials</i></b>	
David Uhl	President of Council
Corey Schoonover	Council-at-Large
Jennifer Sitterley	Council-at-Large
Don McDaniel	Council-at-Large
Presten Ahlers	Council - 1st Ward
Thomas James	Council - 2nd Ward
Jack Mattlin	Council - 3rd Ward
Tom Stoughton	Council - 4th Ward
Kristina Crites	Council - 5th Ward
Becky Tener	Council - 6th Ward
<b><i>Administrative Officials</i></b>	
Paul Martin	Service/Safety Director
Amy Hamilton	Income Tax Commissioner
Mitch Noland	City Engineer

City Address:  
City of Lancaster  
104 East Main Street  
Lancaster, Ohio 43130



***City Organizational Chart  
For the Year Ended December 31, 2023***

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***Government Finance Officers Association of the United States and Canada  
Certificate of Achievement for Excellence in Financial Reporting***

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Government Finance Officers Association

**Certificate of  
Achievement  
for Excellence  
in Financial  
Reporting**

Presented to

**City of Lancaster  
Ohio**

For its Annual Comprehensive  
Financial Report  
For the Fiscal Year Ended

December 31, 2022

*Christopher P. Morill*

Executive Director/CEO



## *FINANCIAL SECTION*

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INDEPENDENT AUDITOR'S REPORT

City of Lancaster  
Fairfield County  
104 East Main Street  
Lancaster, Ohio 43130

To the City Council:

***Report on the Audit of the Financial Statements***

***Opinions***

We have audited the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Lancaster, Fairfield County, Ohio (the City), as of and for the year ended December 31, 2023, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

In our opinion, based on our audit and the report of other auditors, the accompanying financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Lancaster, as of December 31, 2023, and the respective changes in financial position and where applicable, cash flows, thereof and the respective budgetary comparisons for the General, .45 Police and 2021 Police and Fire Levy funds for the year then ended in accordance with the accounting principles generally accepted in the United States of America.

We did not audit the financial statements of the Lancaster Port Authority (the Port Authority), which is both a major fund and 58 percent and 8 percent, respectively, of the assets and revenues of the business-type activities. The Port Authority reports a deficit net position of \$133,214,117 compared to the \$17,805,440 total net position report for the business-type activities. Those statements were audited by other auditors whose report has been furnished to us, and our opinion, insofar as it relates to the amounts included for the Port Authority, is based solely on the report of other auditors.

***Basis for Opinions***

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the *Auditor's Responsibilities for the Audit of the Financial Statements* section of our report. We are required to be independent of the City, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

***Responsibilities of Management for the Financial Statements***

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

***Auditor's Responsibilities for the Audit of the Financial Statements***

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we:

- exercise professional judgment and maintain professional skepticism throughout the audit.
- identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, no such opinion is expressed.
- evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

***Required Supplementary Information***

Accounting principles generally accepted in the United States of America require that the *management's discussion and analysis* and schedules of net pension and other post-employment benefit liabilities/assets and pension and other post-employment benefit contributions be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We and other auditors have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the

City of Lancaster  
Fairfield County  
Independent Auditor's Report

information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with evidence sufficient to express an opinion or provide any assurance.

***Supplementary information***

Our audit was conducted for the purpose of forming opinions on the financial statements as a whole. The combining and individual nonmajor fund financial statements and schedules are presented for purposes of additional analysis and are not a required part of the basic financial statements.

Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the combining and individual nonmajor fund financial statements and schedules are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

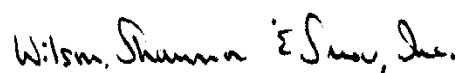
***Other Information***

Management is responsible for the other information included in the annual financial report. The other information comprises the introductory and statistical sections but does not include the basic financial statements and our auditor's report thereon. Our opinions on the basic financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon.

In connection with our audit of the basic financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

***Other Reporting Required by Government Auditing Standards***

In accordance with *Government Auditing Standards*, we have also issued our report dated June 20, 2024, on our consideration of the City's internal control over financial reporting and our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control over financial reporting and compliance.



Newark, Ohio  
June 20, 2024



***Management's Discussion and Analysis  
For the Year Ended December 31, 2023***

***Unaudited***

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The discussion and analysis of the City of Lancaster's (the "City") financial performance provides an overall review of the City's financial activities for the fiscal year ended December 31, 2023. The intent of this discussion and analysis is to look at the City's financial performance as a whole; readers should also review the transmittal letter, notes to the basic financial statements and financial statements to enhance their understanding of the City's financial performance.

**FINANCIAL HIGHLIGHTS**

Key financial highlights for 2023 are as follows:

- ❑ In total, net position increased \$11,684,743. Net position of governmental activities increased \$9,822,519 which represents a 15% increase from 2022. Net position of business-type activities increased \$1,862,224 which represents an 11% increase from 2022.
- ❑ General revenues accounted for \$50,558,218 in revenue or 42% of all revenues. Program specific revenues in the form of charges for services, and grants and contributions accounted for \$69,859,721 in revenues or 58% of total revenues of \$120,417,939.
- ❑ The City had \$54,709,359 in expenses related to governmental activities; only \$15,823,125 of these expenses were offset by program specific charges for services, grants or contributions.
- ❑ Among major funds, the general fund had \$28,715,734 in revenues and \$22,482,797 in expenditures and other financing uses. The general fund's fund balance increased from \$16,628,922 to \$22,870,378.

**OVERVIEW OF THE FINANCIAL STATEMENTS**

This annual report consists of four parts – *management's discussion and analysis*, the *basic financial statements*, *required supplementary information*, and an optional section that presents *combining and individual statements* for nonmajor governmental funds. The basic financial statements include two kinds of statements that present different views of the City:

These statements are as follows:

1. *The Government-Wide Financial Statements* – These statements provide both long-term and short-term information about the City's overall financial status.
2. *The Fund Financial Statements* – These statements focus on individual parts of the City, reporting the City's operations in more detail than the government-wide statements.

The financial statements also include notes that explain some of the information in the financial statements and provide more detailed data.



***Management's Discussion and Analysis  
For the Year Ended December 31, 2023***

***Unaudited***

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**Government-wide Statements**

The government-wide statements report information about the City as a whole using accounting methods similar to those used by private-sector companies. The statement of net position includes all of the City's assets, deferred outflows of resources, liabilities, and deferred inflows of resources. All of the current year's revenues and expenses are accounted for in the statement of activities regardless of when cash is received or paid.

The two government-wide statements report the City's net position and how they have changed. Net-position (the difference between the City's assets and deferred outflows of resources and liabilities and deferred inflows of resources) is one way to measure the City's financial health or position.

- Over time, increases or decreases in the City's net position are an indicator of whether its financial health is improving or deteriorating, respectively.
- To assess the overall health of the City you need to consider additional nonfinancial factors such as the City's tax base and the condition of the City's capital assets.

The government-wide financial statements of the City are divided into two categories:

- *Governmental Activities* – Most of the City's programs and services are reported here including security of persons and property, public health and welfare services, leisure time activities, community environment, transportation and general government.
- *Business-Type Activities* – These services are provided on a charge for goods or services basis to recover all of the expenses of the goods or services provided. The City's gas, water, water pollution, storm water, sanitation services and a port authority are reported as business-type activities.

**Fund Financial Statements**

Funds are accounting devices that the City uses to keep track of specific sources of funding and spending for particular purposes. The fund financial statements provide more detailed information about the City's most significant funds, not the City as a whole.

***Governmental Funds*** – Most of the City's activities are reported in governmental funds, which focus on how money flows into and out of those funds and the balances left at year-end available for spending in future periods. These funds are reported using an accounting method called modified accrual accounting, which measures cash and all other financial assets that can readily be converted to cash. The governmental fund statements provide a detailed, short-term view of the City's general government operations and the basic services it provides. Governmental fund information helps you determine whether there are more or fewer financial resources that can be spent in the near future to finance programs. The relationship (or differences) between governmental activities (reported in the Statement of Net Position and the Statement of Activities) and governmental funds is reconciled in the financial statements.

**Management's Discussion and Analysis**  
**For the Year Ended December 31, 2023**
**Unaudited**

**Proprietary Funds** – Proprietary funds use the same basis of accounting as business-type activities; therefore, these statements will essentially match. The proprietary fund financial statements provide separate information for the Gas, Water, Water Pollution, Sanitation, Storm Water, and Port Authority funds, all of which are considered major funds.

**Fiduciary Funds** – Fiduciary funds are used to account for resources held for the benefit of parties outside the government. Fiduciary funds are not reflected in the government-wide financial statement because the resources of those funds are not available to support the City's own programs. All of the City's fiduciary activities are reported in a separate Statement of Fiduciary Net Position and Changes in Net Position.

**FINANCIAL ANALYSIS OF THE CITY AS A WHOLE**

The following table provides a summary of the City's net position for 2023 compared to 2022:

	Governmental Activities		Business-type Activities		Total	
	2023	2022	2023	2022	2023	2022
Current and other assets	\$72,979,534	\$61,501,446	\$453,328,769	\$349,703,117	\$526,308,303	\$411,204,563
Net OPEB Asset	0	2,036,743	0	1,441,704	0	3,478,447
Capital assets, Net	72,864,910	71,573,409	204,808,488	156,838,446	277,673,398	228,411,855
Total assets	145,844,444	135,111,598	658,137,257	507,983,267	803,981,701	643,094,865
Deferred outflows of resources	24,682,042	13,483,184	7,255,943	2,941,541	31,937,985	16,424,725
Long-term debt outstanding	12,822,804	13,562,831	442,232,222	402,413,222	455,055,026	415,976,053
Net Pension Liability	60,721,926	32,774,746	13,117,488	4,032,521	73,839,414	36,807,267
Net OPEB Liability	3,504,340	4,751,578	277,463	0	3,781,803	4,751,578
Other liabilities	5,789,485	5,488,035	13,697,880	15,387,934	19,487,365	20,875,969
Total liabilities	82,838,555	56,577,190	469,325,053	421,833,677	552,163,608	478,410,867
Deferred inflows of resources	11,934,125	26,086,305	177,471,719	72,356,927	189,405,844	98,443,232
Net position:						
Net investment in capital assets	63,422,894	62,227,835	98,344,387	91,055,634	161,767,281	153,283,469
Restricted	24,206,047	22,072,597	2,237,710	2,076,467	26,443,757	24,149,064
Unrestricted (Deficit)	(11,875,135)	(18,369,145)	(81,985,669)	(76,397,897)	(93,860,804)	(94,767,042)
Total net position	\$75,753,806	\$65,931,287	\$18,596,428	\$16,734,204	\$94,350,234	\$82,665,491

The implementation of GASB Statement 68, "Accounting and Financial Reporting for Pensions—an Amendment of GASB Statement 27" and GASB Statement 75, "Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions," significantly revised accounting for costs and liabilities related to pensions and other postemployment benefits (OPEB). For reasons discussed below, many end users of this financial statement will gain a clearer understanding of the City's actual financial condition by adding deferred inflows of resources related to pension and OPEB, the net pension liability and the net OPEB liability to the reported net position and subtracting deferred outflows of resources related to pension and OPEB and the net OPEB asset.

***Management's Discussion and Analysis  
For the Year Ended December 31, 2023***

***Unaudited***

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Governmental Accounting Standards Board standards are national and apply to all government financial reports prepared in accordance with accounting principles generally accepted in the United States of America. Prior accounting for pensions (GASB 27) and postemployment benefits (GASB 45) focused on a funding approach. This approach limited pension and OPEB costs to contributions annually required by law, which may or may not be sufficient to fully fund each plan's net pension liability or net OPEB liability.

GASB 68 and GASB 75 take an earnings approach to pension and OPEB accounting; however, the nature of Ohio's statewide pension/OPEB plans and state law governing those systems requires additional explanation in order to properly understand the information presented in these statements.

GASB 68 and GASB 75 require the net pension liability and the net OPEB liability/asset to equal the City's proportionate share of each plan's collective:

1. Present value of estimated future pension/OPEB benefits attributable to active and inactive employees' past service.
2. Minus plan assets available to pay these benefits.

GASB notes that pension and OPEB obligations, whether funded or unfunded, are part of the "employment exchange" – that is, the employee is trading his or her labor in exchange for wages, benefits, and the promise of a future pension and other postemployment benefits. GASB noted that the unfunded portion of this promise is a present obligation of the government, part of a bargained-for benefit to the employee, and should accordingly be reported by the government as a liability since they received the benefit of the exchange. However, the City is not responsible for certain key factors affecting the balance of these liabilities. In Ohio, the employee shares the obligation of funding pension benefits with the employer. Both employer and employee contribution rates are capped by State statute. A change in these caps requires action of both Houses of the General Assembly and approval of the Governor. Benefit provisions are also determined by State statute. The Ohio Revised Code permits, but does not require the retirement systems to provide healthcare to eligible benefit recipients. The retirement systems may allocate a portion of the employer contributions to provide for these OPEB benefits.

The employee enters the employment exchange with the knowledge that the employer's promise is limited not by contract but by law. The employer enters the exchange also knowing that there is a specific, legal limit to its contribution to the retirement system. In Ohio, there is no legal means to enforce the unfunded liability of the pension/OPEB plan as against the public employer. State law operates to mitigate/lessen the moral obligation of the public employer to the employee, because all parties enter the employment exchange with notice as to the law. The retirement system is responsible for the administration of the pension and OPEB plans.

Most long-term liabilities have set repayment schedules or, in the case of compensated absences (i.e. sick and vacation leave), are satisfied through paid time-off or termination payments. There is no repayment schedule for the net pension liability or the net OPEB liability. As explained above, changes in benefits, contribution rates, and return on investments affect the balance of these liabilities, but are outside the control of the local government. In the event that contributions, investment returns, and other changes are insufficient to keep up with required payments, State statute does not assign/identify the responsible party for the unfunded portion. Due to the unique nature of how the net pension liability and the net OPEB liability are satisfied, these liabilities are separately identified within the long-term liability section of the statement of net position.

# CITY OF LANCASTER, OHIO

## Management's Discussion and Analysis For the Year Ended December 31, 2023

Unaudited

In accordance with GASB 68 and GASB 75, the City's statements prepared on an accrual basis of accounting include an annual pension expense and an annual OPEB expense for their proportionate share of each plan's change in net pension liability and net OPEB liability/asset, respectively, not accounted for as deferred inflows/outflows.

Changes in Net Position –The following table shows the changes in net position for 2023 compared to 2022:

	Governmental Activities		Business-type Activities		Total	
	2023	2022	2023	2022	2023	2022
Revenues						
Program Revenues:						
Charges for Services and Sales	\$7,714,513	\$7,617,308	\$51,967,856	\$64,174,671	\$59,682,369	\$71,791,979
Operating Grants and Contributions	7,416,566	6,744,353	461,132	0	7,877,698	6,744,353
Capital Grants and Contributions	692,046	1,242,533	1,607,608	3,105,596	2,299,654	4,348,129
Total Program Revenues	15,823,125	15,604,194	54,036,596	67,280,267	69,859,721	82,884,461
General Revenues:						
Property Taxes	5,550,788	4,822,060	0	0	5,550,788	4,822,060
Income Taxes	36,927,197	35,351,543	0	0	36,927,197	35,351,543
Other Local Taxes	639,568	703,982	0	0	639,568	703,982
Intergovernmental Revenues, Contributions not Restricted to Specific Programs	1,739,249	1,896,753	0	0	1,739,249	1,896,753
Investment Earnings	2,732,670	(1,347,221)	1,927,465	(778,424)	4,660,135	(2,125,645)
Miscellaneous	1,041,281	728,691	0	0	1,041,281	728,691
Total General Revenues	48,630,753	42,155,808	1,927,465	(778,424)	50,558,218	41,377,384
Total Revenues	64,453,878	57,760,002	55,964,061	66,501,843	120,417,939	124,261,845
Program Expenses						
Security of Persons and Property	27,380,825	19,986,940	0	0	27,380,825	19,986,940
Public Health and Welfare Services	972,475	1,077,611	0	0	972,475	1,077,611
Leisure Time Activities	3,500,079	2,551,602	0	0	3,500,079	2,551,602
Community Environment	1,502,294	1,222,792	0	0	1,502,294	1,222,792
Transportation	7,982,001	6,374,770	0	0	7,982,001	6,374,770
General Government	12,975,626	8,979,014	0	0	12,975,626	8,979,014
Interest and Fiscal Charges	396,059	407,409	0	0	396,059	407,409
Gas	0	0	15,197,827	17,814,214	15,197,827	17,814,214
Water	0	0	7,759,856	6,611,260	7,759,856	6,611,260
Water Pollution	0	0	9,444,559	8,208,115	9,444,559	8,208,115
Sanitation	0	0	4,437,631	3,673,774	4,437,631	3,673,774
Storm Water	0	0	2,296,851	1,827,856	2,296,851	1,827,856
Port Authority	0	0	14,887,113	23,289,484	14,887,113	23,289,484
Total Expenses	54,709,359	40,600,138	54,023,837	61,424,703	108,733,196	102,024,841
Change in Net Position before Transfers	9,744,519	17,159,864	1,940,224	5,077,140	11,684,743	22,237,004
Transfers	78,000	78,000	(78,000)	(78,000)	0	0
Total Change in Net Position	9,822,519	17,237,864	1,862,224	4,999,140	11,684,743	22,237,004
Beginning Net Position,	65,931,287	48,693,423	16,734,204	11,735,064	82,665,491	60,428,487
Ending Net Position	\$75,753,806	\$65,931,287	\$18,596,428	\$16,734,204	\$94,350,234	\$82,665,491

**Management's Discussion and Analysis  
For the Year Ended December 31, 2023****Unaudited**

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**Governmental Activities**

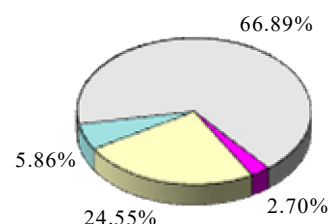
Net position of the City's governmental activities increased \$9,822,519, or 15%. An increase in income taxes can be attributed to the 0.45% increase in the income tax rate. An increase in interest rates and the fair value of investments resulted in an increase in investment earnings. Increased property values resulted in an increase in property tax revenue.

An overall increase in expenses is due to changes in the net pension and net OPEB liabilities/asset as well as increases in salaries and benefits.

The City receives an income tax, which is based on 2.3% of all salaries, wages, commissions and other compensation and on net profits earned from those working in the City.

Income taxes and property taxes made up 57% and 9% respectively of revenues for governmental activities for the City in 2023. The City's reliance upon tax revenues is demonstrated by the following graph indicating 67% of total revenues from general tax revenues:

Revenue Sources	2023	Percent of Total
General Tax Revenues	\$43,117,553	66.89%
Unrestricted		
Intergovernmental/Contributions	1,739,249	2.70%
Program Revenues	15,823,125	24.55%
General Other	3,773,951	5.86%
Total Revenue	<u>\$64,453,878</u>	<u>100.00%</u>

**Business-Type Activities**

Net position of the business type activities increased \$1,862,224, or 11%.

A significant decrease in charges for services and expense in the gas department and port authority was due to a substantial decrease in the cost of natural gas.

An overall increase in expenses in other business-type activities was due to changes in the net pension and net OPEB liabilities/asset.

An increase in interest rates and the fair value of investments resulted in an increase in investment earnings.



**Management's Discussion and Analysis  
For the Year Ended December 31, 2023****Unaudited****FINANCIAL ANALYSIS OF THE CITY'S FUNDS**

The City's governmental funds reported a combined fund balance of \$49,509,643, which is an increase from last year's balance of \$38,667,833. The schedule below indicates the fund balance and the total change in fund balance as of December 31, 2023 and 2022:

	Fund Balance December 31, 2023	Fund Balance December 31, 2022	Increase (Decrease)
General	\$22,870,378	\$16,628,922	\$6,241,456
.45 Police and Fire Levy	5,494,328	4,527,718	966,610
2021 Police and Fire Levy	4,015,564	3,644,374	371,190
Other Governmental	17,129,373	13,866,819	3,262,554
Total	<u>\$49,509,643</u>	<u>\$38,667,833</u>	<u>\$10,841,810</u>

General Fund – The City's General Fund balance increase is due to several factors. The tables that follow assist in illustrating the financial activities of the General Fund:

	2023 Revenues	2022 Revenues	Increase (Decrease)
Taxes	\$19,631,870	\$17,869,017	\$1,762,853
Intergovernmental Revenue	1,862,541	1,563,429	299,112
Charges for Services	3,722,079	3,442,927	279,152
Licenses, Permits, and Fees	18,615	24,070	(5,455)
Investment Earnings	2,678,337	(1,348,374)	4,026,711
Special Assessments	0	1	(1)
Fines and Forfeitures	657,164	660,691	(3,527)
All Other Revenue	145,128	236,324	(91,196)
Total	<u>\$28,715,734</u>	<u>\$22,448,085</u>	<u>\$6,267,649</u>

General Fund revenues increased approximately 28% compared to revenues in 2022, which can be attributed to increases in taxes and investments earnings. The increase in income taxes was due to a 0.45% income tax rate increase. Increased property values resulted in an increase in property tax revenue. An increase in investment earnings can be attributed to higher interest rates as well as an increase in the fair value of investments.

	2023 Expenditures	2022 Expenditures	Increase (Decrease)
Security of Persons and Property	\$9,989,553	\$10,137,945	(\$148,392)
Public Health and Welfare Services	366,500	358,000	8,500
Community Environment	549,033	283,890	265,143
General Government	9,797,872	8,479,415	1,318,457
Debt Service:			
Principal Retirement	37,406	34,056	3,350
Interest and Fiscal Charges	6,767	9,567	(2,800)
Total	<u>\$20,747,131</u>	<u>\$19,302,873</u>	<u>\$1,444,258</u>

***Management's Discussion and Analysis  
For the Year Ended December 31, 2023***

***Unaudited***

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General Fund expenditures increased \$1,444,258 or 7% compared to the prior year. This increase can mostly be attributed to an overall increase in the cost of goods and services. Also contributing to the increase in general government was an increase in pay rates and new hires. An increase in community environment was mostly due to the reclassification of two employees to a newly created planning and zoning department.

*.45 Police and Fire Levy Fund* – The .45 Police and Fire Levy Fund balance increased \$966,610 or 21%. Revenues were consistent with the prior year. Expenditures increased 25%, due to an increase in the amount of public safety costs funded from this levy.

*2021 Police and Fire Levy Fund* – The 2021 Police and Fire Levy Fund balance increased \$371,190 or 10%. Revenues were consistent with the prior year. Expenditures increased 32%, due to an increase in the amount of public safety costs funded from this levy.

Proprietary funds provide the same type of information found in the government-wide financial statements, but in more detail. Factors concerning the finances of these funds have been addressed in the discussion of the City's business-type activities.

**GENERAL FUND BUDGETARY HIGHLIGHTS**

The City's budget is prepared according to Ohio law and is based on accounting for certain transactions on a basis of cash receipts, disbursements and encumbrances. The most significant budgeted fund is the General Fund.

During the course of 2023, the City amended its General Fund budget several times. Final budget basis expenditures and other financing uses of \$30,463,796, increased \$3,376,592 from the original budget. This increase was partly due to improvements to the Chestnut Street parking lot as well as transfers out to other funds. The General Fund's positive variance was mostly the result of the shifting of police and fire department costs to the .45 Police and Fire Levy Fund and 2021 Police and Fire Levy Fund.

For the General Fund, final budget basis revenue and other financing sources decreased \$2,222,260, due mostly to an increase in income taxes being allocated to other funds. Actual budgetary basis revenue of \$28,683,428 was \$8.0 million higher than final estimates due mostly to the 0.45% increase in the income tax rate.

**Management's Discussion and Analysis  
For the Year Ended December 31, 2023****Unaudited****CAPITAL ASSETS AND DEBT ADMINISTRATION****Capital Assets**

At the end of 2023 the City had \$277,673,398 net of accumulated depreciation invested in land, buildings, equipment and vehicles. Of this total, \$72,864,910 was related to governmental activities and \$204,808,488 to the business-type activities. The following table shows 2023 and 2022 balances:

	Governmental Activities		Increase (Decrease)
	2023	2022	
Land	\$19,204,645	\$19,204,645	\$0
Construction In Progress	161,943	138,933	23,010
Buildings	18,067,995	18,117,920	(49,925)
Improvements Other than Buildings	8,881,845	8,847,111	34,734
Machinery and Equipment	7,179,307	7,405,784	(226,477)
Vehicles	10,024,719	9,235,416	789,303
Infrastructure	53,545,483	51,171,726	2,373,757
Less: Accumulated Depreciation	(44,201,027)	(42,548,126)	(1,652,901)
Totals	<u>\$72,864,910</u>	<u>\$71,573,409</u>	<u>\$1,291,501</u>

Changes in governmental activities capital assets included the addition of several police cruisers, as well as various equipment purchases for public safety and parks. Infrastructure additions included routine maintenance of several streets.

	Business-Type Activities		Increase (Decrease)
	2023	2022	
Land	\$3,784,056	\$3,784,056	\$0
Construction in Progress	90,152,762	39,135,016	51,017,746
Buildings	81,285,152	81,285,152	0
Improvements	34,699,716	34,660,929	38,787
Machinery and Equipment	11,751,234	11,404,739	346,495
Vehicles	9,187,763	7,792,112	1,395,651
Infrastructure	121,437,193	120,488,786	948,407
Less: Accumulated Depreciation	(147,489,388)	(141,712,344)	(5,777,044)
Totals	<u>\$204,808,488</u>	<u>\$156,838,446</u>	<u>\$47,970,042</u>

Changes in business type capital assets included various vehicle and equipment purchases. Two large water pollution projects as well as improvements at the North Water Plant resulted in the increase in construction in progress. Additional information on the City's capital assets can be found in Note 10.

**CITY OF LANCASTER, OHIO****Management's Discussion and Analysis  
For the Year Ended December 31, 2023****Unaudited****Debt**

The following table summarizes the City's debt outstanding as of December 31, 2023 and 2022:

	2023	2022
Governmental Activities:		
General Obligation Bond Payable	\$6,714,770	\$7,322,831
Ohio Water Development Authority Loans	180,185	201,083
State Infrastructure Bank Loan	146,259	172,987
Installment Loans	799,772	1,237,652
Compensated Absences	4,981,818	4,628,278
Total Governmental Activities	12,822,804	13,562,831
Business-Type Activities:		
Ohio Water Development Authority Loans	90,203,988	48,747,533
Revenue Bonds Payable	344,799,019	348,976,373
General Obligation Bonds Payable	3,100,000	0
Long Term Note Payable	975,000	1,475,000
Installment Loans	179,022	219,450
Ohio Public Works Commission Loan	207,735	242,357
Landfill Postclosure Care Liability	673,395	719,623
Compensated Absences	2,094,063	2,032,886
Total Business-Type Activities	442,232,222	402,413,222
Totals	\$455,055,026	\$415,976,053

Under current state statutes, the City's general obligation bonded debt issues are subject to a legal limitation based on 10.5% of the total assessed value of real and personal property. In addition, the unvoted net debt of municipal corporations cannot exceed 5.5% of the total assessed value of property. At December 31, 2023, the City's outstanding debt was below the legal limit. Additional information on the City's long-term debt can be found in Note 14.

## **ECONOMIC FACTORS**

Lancaster is home to a diversified community of businesses. The more than 150 manufacturing operations in the area are supported by an equal number of service operations that provide a comprehensive network of support. Industrial activity continues to grow at a steady pace.

- Cirba Solutions, formerly known as Retrie Technology, announced in 2022 intentions to invest \$250,000,000 to expand one of the largest battery recycling plants in North America an expansion at the East Side Industrial Park. This expansion is currently under construction and will result in an additional 150 jobs.
- The first Google data center is up and running in Lancaster. Construction will begin shortly on a second as these facilities and others in Central Ohio help power Google's AI innovation, particularly tools like Gmail, Search and Maps.
- Cranes can be seen in various locations in Lancaster, including at Miller Park where construction is underway for the North Water Treatment Plant. The new plant will have an initial capacity of 8 million gallons per day. At just under \$100 million, the project will be the most expensive infrastructure project in the history of Lancaster.
- In 2023, ClearSky Health announced they're locating a medical rehabilitation hospital specializing in care to individuals living with disabling injuries or illnesses such as strokes, brain injuries, hip fractures, spinal injuries, Parkinson's disease, multiple sclerosis, or other medically complex conditions such as COVID-19. The facility will provide approximately 30 new beds and will treat about 650 patients annually.
- Trilogy Health Services is wrapping up construction for a senior living facility that will provide independent living, assisted living, short term skilled nursing and rehabilitation, memory care, long term care and adult day care services. This facility will provide 125 full time permanent jobs and should open in the first half of 2024.
- The City of Lancaster updated Community Reinvestment Area (CRA) 3 to drive additional multi-tenant housing with a component of affordability to entice developers to consider building in Lancaster where the need is high for all types of housing.
- The City continues to work collaboratively with developers on a mixed-use redevelopment of the long-vacant Essex building downtown. The project, which announced in 2023, is being led by Urban Restorations who received a \$3.2 million state tax credit to renovate the building which has now been renamed to The Shumaker. The project is currently under construction and is expected to bring a new restaurant concept, short term vacation rentals and market rate apartments.

## **REQUESTS FOR INFORMATION**

This financial report is designed to provide our citizens, taxpayers, investors and creditors with a general overview of the City's finances and to show the City's accountability for the money it receives. If you have questions about this report or need additional financial information, contact Ms. Patricia Nettles, City Auditor of the City of Lancaster.



**CITY OF LANCASTER, OHIO****Statement of Net Position  
December 31, 2023**

	<b>Governmental Activities</b>	<b>Business-Type Activities</b>	<b>Total</b>
<b>Assets:</b>			
Pooled Cash and Investments	\$ 52,855,261	\$ 67,283,828	\$ 120,139,089
Investments	1,057,720	0	1,057,720
Receivables:			
Taxes	13,946,375	0	13,946,375
Accounts	320,688	5,930,083	6,250,771
Intergovernmental	4,307,983	140,021	4,448,004
Interest	156,024	72,654	228,678
Loans	1,283,448	0	1,283,448
Leases	54,847	0	54,847
Internal Balances	(1,562,938)	1,562,938	0
Inventory of Supplies	482,400	3,913,294	4,395,694
Prepaid Items	72,987	76,097	149,084
Prepaid Gas Supply - Current	0	13,182,653	13,182,653
Prepaid Gas Supply	0	170,880,419	170,880,419
Land Held for Resale	0	2,911,872	2,911,872
Fair Value of Derivative Instruments	0	177,310,155	177,310,155
Restricted Assets:			
Cash and Cash Equivalents	0	9,489,085	9,489,085
Cash and Cash Equivalents with Fiscal Agent	4,739	0	4,739
Investments	0	575,670	575,670
Capital Assets Not Being Depreciated	19,366,588	93,936,818	113,303,406
Capital Assets Being Depreciated, Net	53,498,322	110,871,670	164,369,992
<b>Total Assets</b>	<b>145,844,444</b>	<b>658,137,257</b>	<b>803,981,701</b>
<b>Deferred Outflows of Resources:</b>			
Deferred Loss on Early Retirement of Debt	13,490	986,345	999,835
Pension	21,298,389	5,446,755	26,745,144
OPEB	3,370,163	822,843	4,193,006
<b>Total Deferred Outflows of Resources</b>	<b>24,682,042</b>	<b>7,255,943</b>	<b>31,937,985</b>

(Continued)

**CITY OF LANCASTER, OHIO**

	<b>Governmental Activities</b>	<b>Business-Type Activities</b>	<b>Total</b>
<b>Liabilities:</b>			
Accounts Payable	1,173,137	1,435,629	2,608,766
Accrued Wages and Benefits	1,618,446	456,463	2,074,909
Intergovernmental Payable	281,370	1,866	283,236
Claims Payable	328,819	0	328,819
Due to Others, Payable from Restricted Assets	89,105	205,949	295,054
Unearned Revenue	652,303	5,102,610	5,754,913
Accrued Interest Payable	31,785	6,495,363	6,527,148
General Obligation Notes Payable	1,614,520	0	1,614,520
Long Term Liabilities:			
Due within one year	1,609,016	5,326,091	6,935,107
Due in More than One Year:			
Net Pension Liability	60,721,926	13,117,488	73,839,414
Net OPEB Liability	3,504,340	277,463	3,781,803
Other Amounts Due in More than One Year	11,213,788	436,906,131	448,119,919
<b>Total Liabilities</b>	<b>82,838,555</b>	<b>469,325,053</b>	<b>552,163,608</b>
<b>Deferred Inflows of Resources:</b>			
Property Taxes	6,100,426	0	6,100,426
Leases	54,847	0	54,847
Pension	2,469,163	70,053	2,539,216
OPEB	3,309,689	91,511	3,401,200
Deferred Inflow from Derivative Instruments	0	177,310,155	177,310,155
<b>Total Deferred Inflows of Resources</b>	<b>11,934,125</b>	<b>177,471,719</b>	<b>189,405,844</b>
<b>Net Position:</b>			
Net Investment in Capital Assets	63,422,894	98,344,387	161,767,281
Restricted For:			
Streets and Highways	3,793,193	0	3,793,193
Community Development	2,986,589	0	2,986,589
Security of Persons and Property	15,204,092	0	15,204,092
Public Health and Welfare	1,902,515	0	1,902,515
Capital Projects	319,658	0	319,658
Debt Service	0	2,237,710	2,237,710
Unrestricted (Deficit)	(11,875,135)	(81,985,669)	(93,860,804)
<b>Total Net Position</b>	<b>\$ 75,753,806</b>	<b>\$ 18,596,428</b>	<b>\$ 94,350,234</b>

See accompanying notes to the basic financial statements

**CITY OF LANCASTER, OHIO**

**Statement of Activities  
For the Year Ended December 31, 2023**

		Program Revenues		
	Expenses	Charges for Services and Sales	Operating Grants and Contributions	Capital Grants and Contributions
<b>Governmental Activities:</b>				
Security of Persons and Property	\$ 27,380,825	\$ 2,486,791	\$ 648,291	\$ 0
Public Health and Welfare Services	972,475	329,355	74,200	0
Leisure Time Activities	3,500,079	587,616	40,000	0
Community Environment	1,502,294	84,865	883,337	0
Transportation	7,982,001	1,274,191	4,851,208	692,046
General Government	12,975,626	2,951,695	919,530	0
Interest and Fiscal Charges	396,059	0	0	0
<b>Total Governmental Activities</b>	<b>54,709,359</b>	<b>7,714,513</b>	<b>7,416,566</b>	<b>692,046</b>
<b>Business-Type Activities:</b>				
Gas	15,197,827	17,717,519	0	0
Water	7,759,856	9,551,980	431,132	1,607,608
Water Pollution	9,444,559	12,605,619	0	0
Sanitation	4,437,631	4,794,013	0	0
Storm Water	2,296,851	3,115,931	0	0
Port Authority	14,887,113	4,182,794	30,000	0
<b>Total Business-Type Activities</b>	<b>54,023,837</b>	<b>51,967,856</b>	<b>461,132</b>	<b>1,607,608</b>
<b>Totals</b>	<b>\$ 108,733,196</b>	<b>\$ 59,682,369</b>	<b>\$ 7,877,698</b>	<b>\$ 2,299,654</b>

**General Revenues and Transfers:**

Property Taxes Levied for:

General Purposes

Special Purposes

Capital Outlay

Income Taxes

Other Local Taxes

Intergovernmental Revenues not Restricted to Specific Programs

Investment Earnings

Miscellaneous

Transfers

Total General Revenues and Transfers

Change in Net Position

Net Position Beginning of Year

**Net Position End of Year**

See accompanying notes to the basic financial statements

**CITY OF LANCASTER, OHIO**

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Net (Expense) Revenue and Changes in Net Position		
Governmental Activities	Business-Type Activities	Total
\$ (24,245,743)	\$ 0	\$ (24,245,743)
(568,920)	0	(568,920)
(2,872,463)	0	(2,872,463)
(534,092)	0	(534,092)
(1,164,556)	0	(1,164,556)
(9,104,401)	0	(9,104,401)
(396,059)	0	(396,059)
(38,886,234)	0	(38,886,234)
0	2,519,692	2,519,692
0	3,830,864	3,830,864
0	3,161,060	3,161,060
0	356,382	356,382
0	819,080	819,080
0	(10,674,319)	(10,674,319)
0	12,759	12,759
\$ (38,886,234)	\$ 12,759	\$ (38,873,475)
2,660,554	0	2,660,554
2,735,992	0	2,735,992
154,242	0	154,242
36,927,197	0	36,927,197
639,568	0	639,568
1,739,249	0	1,739,249
2,732,670	1,927,465	4,660,135
1,041,281	0	1,041,281
78,000	(78,000)	0
48,708,753	1,849,465	50,558,218
9,822,519	1,862,224	11,684,743
65,931,287	16,734,204	82,665,491
\$ 75,753,806	\$ 18,596,428	\$ 94,350,234

**CITY OF LANCASTER, OHIO**

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**Balance Sheet  
Governmental Funds  
December 31, 2023**

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	General	.45 Police and Fire Levy	2021 Police and Fire Levy
<b>Assets:</b>			
Pooled Cash and Investments	\$ 25,145,999	\$ 4,097,718	\$ 2,713,937
Investments	0	0	0
Receivables:			
Taxes	6,377,869	1,518,810	1,518,810
Accounts	231,185	7,604	2,025
Intergovernmental	730,721	89,431	0
Interest	150,108	0	0
Loans	0	0	0
Leases	0	0	0
Due from Other Funds	0	978,261	978,261
Inventory of Supplies	111,761	0	0
Prepaid Items	47,176	0	0
Restricted Assets:			
Cash and Cash Equivalents with Fiscal Agent	4,739	0	0
<b>Total Assets</b>	<b>\$ 32,799,558</b>	<b>\$ 6,691,824</b>	<b>\$ 5,213,033</b>
<b>Liabilities:</b>			
Accounts Payable	\$ 327,897	\$ 53,554	\$ 72,497
Accrued Wages and Benefits Payable	712,587	260,307	241,337
Intergovernmental Payable	281,370	0	0
Due to Others	0	0	0
Due to Other Funds	2,978,260	0	0
Unearned Revenue	0	0	0
Accrued Interest Payable	0	0	0
General Obligation Notes Payable	0	0	0
Advances from Other Funds	0	0	0
Compensated Absences Payable	78,887	0	0
<b>Total Liabilities</b>	<b>4,379,001</b>	<b>313,861</b>	<b>313,834</b>



**CITY OF LANCASTER, OHIO**

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Other Governmental Funds	Total Governmental Funds
\$ 15,062,853	\$ 47,020,507
1,057,720	1,057,720
4,530,886	13,946,375
61,926	302,740
3,487,831	4,307,983
5,916	156,024
1,283,448	1,283,448
54,847	54,847
1,021,738	2,978,260
340,569	452,330
20,263	67,439
0	4,739
<u>\$ 26,927,997</u>	<u>\$ 71,632,412</u>
\$ 549,555	\$ 1,003,503
382,241	1,596,472
0	281,370
89,105	89,105
0	2,978,260
652,303	652,303
1,243	1,243
1,614,520	1,614,520
113,000	113,000
0	78,887
<u>3,401,967</u>	<u>8,408,663</u>

(Continued)

**CITY OF LANCASTER, OHIO**

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**Balance Sheet  
Governmental Funds  
December 31, 2023**

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	General	.45 Police and Fire Levy	2021 Police and Fire Levy
<b>Deferred Inflows of Resources:</b>			
Property Taxes	3,097,000	0	0
Leases	0	0	0
Unavailable Revenue	2,453,179	883,635	883,635
Total Deferred Inflows of Resources	5,550,179	883,635	883,635
<b>Fund Balances:</b>			
Nonspendable	158,937	0	0
Restricted	0	5,494,328	4,015,564
Committed	0	0	0
Assigned	2,848,524	0	0
Unassigned	19,862,917	0	0
<b>Total Fund Balances</b>	22,870,378	5,494,328	4,015,564
<b>Total Liabilities, Deferred Inflows of Resources, and Fund Balances</b>	<b>\$ 32,799,558</b>	<b>\$ 6,691,824</b>	<b>\$ 5,213,033</b>

See accompanying notes to the basic financial statements

***CITY OF LANCASTER, OHIO***

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Other Governmental Funds	Total Governmental Funds
3,003,426	6,100,426
54,847	54,847
3,338,384	7,558,833
6,396,657	13,714,106
360,832	519,769
11,920,643	21,430,535
6,288,312	6,288,312
275,000	3,123,524
(1,715,414)	18,147,503
17,129,373	49,509,643
<u>\$ 26,927,997</u>	<u>\$ 71,632,412</u>

***Reconciliation Of Total Governmental Fund Balances  
To Net Position Of Governmental Activities  
December 31, 2023***

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**Total Governmental Fund Balances** \$ 49,509,643

***Amounts reported for governmental activities in the  
statement of net position are different because***

Capital Assets used in governmental activities are not resources and therefore are not reported in the funds. 72,496,055

Other long-term assets are not available to pay for current-period expenditures and therefore are deferred in the funds. 7,558,833

Internal Service Funds are used by management to charge the costs of insurance, fuel usage and information services to individual funds. The assets and liabilities of the internal service funds are included in governmental activities in the statement of net position. 3,895,050

The net pension liability is not due and payable in the current period; therefore, the liability and related deferred inflows/outflows are not reported in governmental funds:

Deferred Outflows - Pension	21,066,786	
Deferred Inflows - Pension	(2,466,116)	
Net Pension Liability	<u>(60,162,089)</u>	(41,561,419)

The net OPEB liability is not due and payable/receivable in the current period; therefore, the liability and related deferred inflows/outflows are not reported in governmental funds:

Deferred Outflows - OPEB	3,335,038	
Deferred Inflows - OPEB	(3,305,779)	
Net OPEB Liability	<u>(3,492,484)</u>	(3,463,225)

Long-term liabilities, including bonds payable, are not due and payable in the current period and therefore are not reported in the funds.

General Obligation Bonds Payable	(6,714,770)	
Less: Deferred Loss on Early Retirement	13,490	
State Infrastructure Bank Loan Payable	(146,259)	
Ohio Water Development Authority Loan Payable	(180,185)	
Installment Loans	(799,772)	
Compensated Absences Payable	(4,823,093)	
Accrued Interest Payable	<u>(30,542)</u>	
		(12,681,131)

***Net Position of Governmental Activities*** **\$ 75,753,806**

See accompanying notes to the basic financial statements





**CITY OF LANCASTER, OHIO**

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
**Governmental Funds**  
**For the Year Ended December 31, 2023**

	General	.45 Police and Fire Levy	2021 Police and Fire Levy
<b>Revenues:</b>			
Taxes	\$ 19,631,870	\$ 6,640,988	\$ 6,640,988
Intergovernmental Revenues	1,862,541	110,409	0
Charges for Services	3,722,079	101,275	21,900
Licenses, Permits and Fees	18,615	0	0
Investment Earnings	2,678,337	0	0
Special Assessments	0	0	0
Fines and Forfeitures	657,164	0	0
All Other Revenue	145,128	18,015	14,113
<b>Total Revenue</b>	<b>28,715,734</b>	<b>6,870,687</b>	<b>6,677,001</b>
<b>Expenditures:</b>			
Current:			
Security of Persons and Property	9,989,553	5,904,077	6,305,811
Public Health and Welfare Services	366,500	0	0
Leisure Time Activities	0	0	0
Community Environment	549,033	0	0
Transportation	0	0	0
General Government	9,797,872	0	0
Capital Outlay	0	0	0
Debt Service:			
Principal Retirement	37,406	0	0
Interest and Fiscal Charges	6,767	0	0
<b>Total Expenditures</b>	<b>20,747,131</b>	<b>5,904,077</b>	<b>6,305,811</b>
Excess (Deficiency) of Revenues Over Expenditures	7,968,603	966,610	371,190
<b>Other Financing Sources (Uses):</b>			
Transfers In	0	0	0
Transfers Out	(1,735,666)	0	0
<b>Total Other Financing Sources (Uses)</b>	<b>(1,735,666)</b>	<b>0</b>	<b>0</b>
Net Change in Fund Balances	6,232,937	966,610	371,190
<b>Fund Balances at Beginning of Year</b>	<b>16,628,922</b>	<b>4,527,718</b>	<b>3,644,374</b>
Increase (Decrease) in Inventory Reserve	8,519	0	0
<b>Fund Balances End of Year</b>	<b>\$ 22,870,378</b>	<b>\$ 5,494,328</b>	<b>\$ 4,015,564</b>

See accompanying notes to the basic financial statements

**CITY OF LANCASTER, OHIO**

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Other Governmental Funds	Total Governmental Funds
\$ 10,235,778	\$ 43,149,624
7,905,105	9,878,055
2,230,111	6,075,365
19,797	38,412
74,760	2,753,097
84,641	84,641
1,397,968	2,055,132
904,543	1,081,799
22,852,703	65,116,125
2,766,599	24,966,040
716,139	1,082,639
3,274,364	3,274,364
951,438	1,500,471
8,374,827	8,374,827
2,434,786	12,232,658
1,332,874	1,332,874
1,048,100	1,085,506
396,628	403,395
21,295,755	54,252,774
1,556,948	10,863,351
2,755,604	2,755,604
(941,938)	(2,677,604)
1,813,666	78,000
3,370,614	10,941,351
13,866,819	38,667,833
(108,060)	(99,541)
\$ 17,129,373	\$ 49,509,643

***Reconciliation Of The Statement Of Revenues, Expenditures  
And Changes In Fund Balances Of Governmental Funds  
To The Statement Of Activities  
For the Year Ended December 31, 2023***

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Net Change in Fund Balances - Total Governmental Funds \$ 10,941,351

*Amounts reported for governmental activities in the statement of  
activities are different because*

Governmental funds report capital outlays as expenditures. However, in the statement of activities, the cost of those assets is allocated over their estimated useful lives as depreciation expense. This is the amount by which capital outlay exceeded depreciation expense in the current period.

Capital Outlay	4,484,527	
Depreciation Expense	<u>(3,045,743)</u>	1,438,784

The net effect of various miscellaneous transactions involving capital assets (i.e. disposals and donations) is to increase/(decrease) net position.

The statement of activities reports losses arising from the disposal of capital assets. Conversely, the governmental funds do not report any loss on the disposal of capital assets.	(132,428)
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Revenues in the statement of activities that do not provide current financial resources are not reported as revenues in the funds.	(665,326)
--	-----------

Contractually required pension/OPEB contributions are reported as expenditures in governmental funds; however, the statement of net position reports these amounts as deferred outflows.	4,553,955
--	-----------

Except for amounts reported as deferred inflows/outflows, changes in the net pension liability are reported as pension expense in the statement of activities.	(8,135,937)
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Except for amounts reported as deferred inflows/outflows, changes in the net OPEB liability are reported as OPEB expense in the statement of activities.	334,578
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Repayment of bond, loan and lease principal is an expenditure in the governmental funds, but the repayment reduces long-term liabilities in the statement of net position.

General Obligation Bonds Payable	600,000	
Ohio Water Development Authority Loan Payable	20,898	
Installment Loan Payable	437,880	
State Infrastructure Bank Loan Payable	<u>26,728</u>	1,085,506

In the statement of activities, interest is accrued on outstanding bonds, whereas in governmental funds, an interest expenditure is reported when due.	12,764
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(Continued)

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Some expenses reported in the statement of activities do not require the use of current financial resources and therefore are not reported as expenditures in the governmental funds.

Compensated Absences	(266,216)	
Change in Inventory	(99,541)	
Amortization of Loss on Early Retirement of Debt	(13,489)	
Amortization of Bond Premium	<u>8,061</u>	(371,185)

Internal Service Funds used by management to charge the costs of insurance, fuel use and information services to individual funds are not reported in the statement of activities. Governmental fund expenditures and related internal service revenues are eliminated. The net revenue (expense) of the internal service funds is allocated among the governmental activities.

760,457

***Change in Net Position of Governmental Activities***

\$ 9,822,519

See accompanying notes to the basic financial statements

**CITY OF LANCASTER, OHIO****Statement of Revenues, Expenditures and Changes in  
Fund Balance – Budget and Actual (Non-GAAP Budgetary Basis)****General Fund****For the Year Ended December 31, 2023**

	Original Budget	Final Budget	Actual	Variance with Final Budget Positive (Negative)
<b>Revenues:</b>				
Taxes	\$ 16,024,823	\$ 13,477,063	\$ 19,937,330	\$ 6,460,267
Intergovernmental Revenue	1,611,583	1,937,083	2,013,310	76,227
Charges for Services	3,946,128	3,946,128	4,631,690	685,562
Licenses, Permits and Fees	22,600	22,600	18,990	(3,610)
Investment Earnings	600,000	600,000	1,279,402	679,402
Fines and Forfeitures	631,600	631,600	658,962	27,362
All Other Revenues	28,100	28,100	143,744	115,644
Total Revenues	22,864,834	20,642,574	28,683,428	8,040,854
<b>Expenditures:</b>				
Current:				
Security of Persons and Property	13,132,763	13,494,823	9,986,994	3,507,829
Public Health and Welfare Services	391,000	391,000	376,506	14,494
Community Environment	669,298	797,828	607,110	190,718
General Government	11,258,035	11,961,797	10,849,884	1,111,913
Debt Service:				
Principal Retirement	37,300	37,080	37,077	3
Interest and Fiscal Charges	13,630	13,850	7,096	6,754
Total Expenditures	25,502,026	26,696,378	21,864,667	4,831,711
Excess (Deficiency) of Revenues Over (Under) Expenditures	(2,637,192)	(6,053,804)	6,818,761	12,872,565
<b>Other Financing Sources (Uses):</b>				
Transfers Out	(1,585,178)	(3,767,418)	(1,735,666)	2,031,752
Total Other Financing Sources (Uses):	(1,585,178)	(3,767,418)	(1,735,666)	2,031,752
Net Change in Fund Balance	(4,222,370)	(9,821,222)	5,083,095	14,904,317
Fund Balance at Beginning of Year	19,050,735	19,050,735	19,050,735	0
Prior Year Encumbrances	496,025	496,025	496,025	0
Fund Balance at End of Year	\$ 15,324,390	\$ 9,725,538	\$ 24,629,855	\$ 14,904,317

See accompanying notes to the basic financial statements



**CITY OF LANCASTER, OHIO**

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***Statement of Revenues, Expenditures and Changes in  
Fund Balance – Budget and Actual (Non-GAAP Budgetary Basis)  
Special Revenue Fund - .45 Police and Fire Levy Fund  
For the Year Ended December 31, 2023***

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	Original Budget	Final Budget	Actual	Variance with Final Budget Positive (Negative)
<b>Revenues:</b>				
Taxes	\$ 5,796,497	\$ 5,796,497	\$ 6,774,758	\$ 978,261
Intergovernmental Revenue	0	0	20,978	20,978
Charges for Services	0	0	101,275	101,275
All Other Revenues	0	0	15,725	15,725
Total Revenues	<u>5,796,497</u>	<u>5,796,497</u>	<u>6,912,736</u>	<u>1,116,239</u>
<b>Expenditures:</b>				
Current:				
Security of Persons and Property	<u>7,035,863</u>	<u>7,035,863</u>	<u>6,758,076</u>	<u>277,787</u>
Total Expenditures	<u>7,035,863</u>	<u>7,035,863</u>	<u>6,758,076</u>	<u>277,787</u>
Net Change in Fund Balance	(1,239,366)	(1,239,366)	154,660	1,394,026
Fund Balance at Beginning of Year	2,883,687	2,883,687	2,883,687	0
Prior Year Encumbrances	<u>169,132</u>	<u>169,132</u>	<u>169,132</u>	<u>0</u>
Fund Balance at End of Year	<u>\$ 1,813,453</u>	<u>\$ 1,813,453</u>	<u>\$ 3,207,479</u>	<u>\$ 1,394,026</u>

See accompanying notes to the basic financial statements

**CITY OF LANCASTER, OHIO**

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**Statement of Revenues, Expenditures and Changes in  
Fund Balance – Budget and Actual (Non-GAAP Budgetary Basis)  
Special Revenue Fund - 2021 Police and Fire Levy Fund  
For the Year Ended December 31, 2023**

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	Original Budget	Final Budget	Actual	Variance with Final Budget Positive (Negative)
<b>Revenues:</b>				
Taxes	\$ 5,796,497	\$ 5,796,497	\$ 6,774,758	\$ 978,261
Charges for Services	0	0	21,900	21,900
All Other Revenues	0	0	12,088	12,088
Total Revenues	<u>5,796,497</u>	<u>5,796,497</u>	<u>6,808,746</u>	<u>1,012,249</u>
<b>Expenditures:</b>				
Current:				
Security of Persons and Property	<u>6,698,580</u>	<u>6,825,392</u>	<u>6,302,644</u>	<u>522,748</u>
Total Expenditures	<u>6,698,580</u>	<u>6,825,392</u>	<u>6,302,644</u>	<u>522,748</u>
Net Change in Fund Balance	(902,083)	(1,028,895)	506,102	1,534,997
Fund Balance at Beginning of Year	2,070,662	2,070,662	2,070,662	0
Prior Year Encumbrances	<u>13,314</u>	<u>13,314</u>	<u>13,314</u>	<u>0</u>
Fund Balance at End of Year	<u>\$ 1,181,893</u>	<u>\$ 1,055,081</u>	<u>\$ 2,590,078</u>	<u>\$ 1,534,997</u>

See accompanying notes to the basic financial statements



**CITY OF LANCASTER, OHIO**
**Statement of Net Position**  
**Proprietary Funds**  
**December 31, 2023**

	Business-Type Activities			
	Enterprise Funds			
	Gas	Water	Water Pollution	Sanitation
<b>Assets:</b>				
Current assets:				
Pooled Cash and Investments	\$ 12,714,567	\$ 14,139,315	\$ 22,165,772	\$ 4,123,028
Accounts receivable	2,705,157	1,015,732	1,385,484	499,485
Intergovernmental receivable	0	140,021	0	0
Interest receivable	0	27,096	44,111	1,447
Due from Other Funds	0	0	0	0
Inventory	2,634,085	1,199,865	51,423	26,411
Prepaid Items	26,873	16,242	28,180	3,857
Prepaid Gas Supply - current	0	0	0	0
Total current assets	18,080,682	16,538,271	23,674,970	4,654,228
Noncurrent assets:				
Restricted Assets:				
Cash and Cash Equivalents	150,337	621,089	1,616,621	0
Investments	0	0	0	575,670
Total restricted assets	150,337	621,089	1,616,621	575,670
Prepaid Gas Supply	0	0	0	0
Land Held for Resale	0	0	0	0
Fair Value of Derivative Instruments	0	0	0	0
Advance to Other Funds	0	0	0	113,000
Capital assets:				
Capital Assets Not Being Depreciated	290,273	35,143,614	56,681,955	1,490,766
Capital Assets Being Depreciated	16,124,353	17,577,585	45,836,482	2,571,601
Total capital assets (net of accumulated depreciation)	16,414,626	52,721,199	102,518,437	4,062,367
Total noncurrent assets	16,564,963	53,342,288	104,135,058	4,751,037
<b>Total Assets</b>	<b>34,645,645</b>	<b>69,880,559</b>	<b>127,810,028</b>	<b>9,405,265</b>
<b>Deferred Outflows of Resources:</b>				
Deferred Loss on Early Retirement of Debt	0	200,168	786,177	0
Pension	1,123,234	1,503,771	967,788	831,142
OPEB	170,350	228,062	146,775	126,051
<b>Total Deferred Outflows of Resources</b>	<b>1,293,584</b>	<b>1,932,001</b>	<b>1,900,740</b>	<b>957,193</b>

**CITY OF LANCASTER, OHIO**

Storm Water	Port Authority	Total	Internal Service Funds
\$ 4,920,125	\$ 8,764,440	\$ 66,827,247	\$ 6,291,335
323,474	0	5,929,332	18,699
0	0	140,021	0
0	0	72,654	0
0	347,228	347,228	0
0	0	3,911,784	31,580
0	0	75,152	6,493
0	13,182,653	13,182,653	0
5,243,599	22,294,321	90,486,071	6,348,107
0	7,101,038	9,489,085	0
0	0	575,670	0
0	7,101,038	10,064,755	0
0	170,880,419	170,880,419	0
0	2,911,872	2,911,872	0
0	177,310,155	177,310,155	0
0	0	113,000	0
320,034	10,176	93,936,818	161,943
28,691,977	6,958	110,808,956	269,626
29,012,011	17,134	204,745,774	431,569
29,012,011	358,220,618	566,025,975	431,569
34,255,610	380,514,939	656,512,046	6,779,676
0	0	986,345	0
247,201	122,119	4,795,255	883,103
37,490	15,309	724,037	133,931
284,691	137,428	6,505,637	1,017,034

(Continued)



**CITY OF LANCASTER, OHIO**

**Statement of Net Position  
Proprietary Funds  
December 31, 2023**

	Business-Type Activities			
	Enterprise Funds			
	Gas	Water	Water Pollution	Sanitation
<b>Liabilities:</b>				
Current liabilities:				
Accounts Payable	460,480	162,769	304,986	461,540
Accrued Wages and Benefits	95,297	129,204	85,274	70,396
Intergovernmental Payable	0	0	0	0
Claims Payable	0	0	0	0
Due to Others	150,337	27,806	27,806	0
Due to Other Funds	347,228	0	0	0
Unearned Revenue	0	5,095,914	0	0
Accrued Interest Payable	0	51,082	282,720	8,396
General Obligation Bonds Payable - Current	0	0	0	267,000
Revenue Bond Payable - Current	0	400,000	890,000	0
Installment Loan Payable - Current	0	0	0	0
OWDA Loans Payable - Current	0	7,441	1,832,894	0
OPWC Loans Payable - Current	0	0	0	0
Landfill Postclosure Care Liability - Current	0	0	0	78,600
Compensated Absences Payable - Current	34,835	74,390	48,588	50,065
Total Current Liabilities	1,088,177	5,948,606	3,472,268	935,997
Noncurrent Liabilities:				
Long Term Notes Payable	0	975,000	0	0
General Obligation Bonds Payable	0	0	0	2,833,000
Installment Loans Payable	0	0	0	0
Revenue Bonds Payable	0	2,392,499	10,977,058	0
OWDA Loans Payable	0	26,643,758	57,889,053	0
OPWC Loans Payable	0	0	0	0
Landfill Postclosure Care Liability	0	0	0	594,795
Compensated Absences Payable	452,320	549,608	321,769	248,618
Net Pension Liability	2,715,109	3,634,948	2,339,358	2,009,056
Net OPEB Liability	57,496	76,975	49,539	42,545
Total noncurrent liabilities	3,224,925	34,272,788	71,576,777	5,728,014
<b>Total Liabilities</b>	<b>4,313,102</b>	<b>40,221,394</b>	<b>75,049,045</b>	<b>6,664,011</b>
<b>Deferred Inflows of Resources:</b>				
Pension	14,779	19,785	12,731	10,935
OPEB	18,963	25,387	16,339	14,032
Deferred Inflow from Derivative Instruments	0	0	0	0
<b>Total Deferred Inflow of Resources</b>	<b>33,742</b>	<b>45,172</b>	<b>29,070</b>	<b>24,967</b>

**CITY OF LANCASTER, OHIO**

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Storm Water	Port Authority	Total	Internal Service Funds
14,293	1,594	1,405,662	199,601
21,293	4,082	405,546	72,891
0	1,866	1,866	0
0	0	0	328,819
0	0	205,949	0
0	0	347,228	0
0	6,696	5,102,610	0
3,718	6,149,447	6,495,363	0
0	0	267,000	0
0	1,460,000	2,750,000	0
42,090	0	42,090	0
69,529	0	1,909,864	0
34,622	0	34,622	0
0	0	78,600	0
16,144	0	224,022	25,885
201,689	7,623,685	19,270,422	627,196
0	0	975,000	0
0	0	2,833,000	0
136,932	0	136,932	0
0	328,679,462	342,049,019	0
3,761,313	0	88,294,124	0
173,113	0	173,113	0
0	0	594,795	0
74,591	0	1,646,906	277,088
597,540	246,659	11,542,670	2,134,655
12,653	4,905	244,113	45,206
4,756,142	328,931,026	448,489,672	2,456,949
4,957,831	336,554,711	467,760,094	3,084,145
3,252	0	61,482	11,618
4,173	1,618	80,512	14,909
0	177,310,155	177,310,155	0
7,425	177,311,773	177,452,149	26,527

(Continued)

**CITY OF LANCASTER, OHIO**

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***Statement of Net Position  
Proprietary Funds  
December 31, 2023***

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	Business-Type Activities			
	Enterprise Funds			
	Gas	Water	Water Pollution	Sanitation
<b>Net Position:</b>				
Net Investment in Capital Assets	16,414,626	22,502,669	31,715,609	2,837,223
Restricted for Debt Service	0	621,089	1,616,621	0
Unrestricted	15,177,759	8,422,236	21,300,423	836,257
<b>Total Net Position</b>	<b>\$ 31,592,385</b>	<b>\$ 31,545,994</b>	<b>\$ 54,632,653</b>	<b>\$ 3,673,480</b>

Adjustment to reflect the consolidation of internal  
service fund activities related to enterprise funds.

Total Net Position of Business Type Activities

See accompanying notes to the basic financial statements

***CITY OF LANCASTER, OHIO***

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Storm Water	Port Authority	Total	Internal Service Funds
24,794,412	17,134	98,281,673	431,569
0	0	2,237,710	0
4,780,633	(133,231,251)	(82,713,943)	4,254,469
<u>\$ 29,575,045</u>	<u>\$ (133,214,117)</u>	<u>\$ 17,805,440</u>	<u>\$ 4,686,038</u>

790,988
<u>\$ 18,596,428</u>

**CITY OF LANCASTER, OHIO**

**Statement of Revenues, Expenses and Changes in Fund Net Position**  
**Proprietary Funds**  
**For the Year Ended December 31, 2023**

	Business-Type Activities			
	Enterprise Funds			
	Gas	Water	Water Pollution	Sanitation
<b>Operating Revenues:</b>				
Charges for Services	\$ 17,388,822	\$ 9,463,073	\$ 12,585,858	\$ 4,758,642
Other Operating Revenues	328,233	84,720	19,761	35,371
<b>Total Operating Revenues</b>	<b>17,717,055</b>	<b>9,547,793</b>	<b>12,605,619</b>	<b>4,794,013</b>
<b>Operating Expenses:</b>				
Personal Services	1,929,453	3,363,723	2,178,646	1,866,430
Contractual Services	1,694,676	1,654,814	2,127,627	1,631,229
Cost of Gas Sold	8,239,061	0	0	0
Materials and Supplies	2,265,045	1,241,029	1,487,700	392,845
Depreciation	1,106,687	1,419,505	2,788,870	438,064
Health Insurance Claims	0	0	0	0
<b>Total Operating Expenses</b>	<b>15,234,922</b>	<b>7,679,071</b>	<b>8,582,843</b>	<b>4,328,568</b>
<b>Operating Income</b>	<b>2,482,133</b>	<b>1,868,722</b>	<b>4,022,776</b>	<b>465,445</b>
<b>Non-Operating Revenue (Expenses):</b>				
Interest Income	0	596,762	1,011,516	9,942
Interest and Fiscal Charges	0	(181,444)	(929,369)	(61,010)
Intergovernmental Grants	464	431,132	0	0
Loss on Disposal of Capital Assets	(16,643)	0	0	(83,427)
Other Nonoperating Revenue	0	4,187	0	0
<b>Total Non-Operating Revenues (Expenses)</b>	<b>(16,179)</b>	<b>850,637</b>	<b>82,147</b>	<b>(134,495)</b>
<b>Income (Loss) Before Contributions and Transfers</b>	<b>2,465,954</b>	<b>2,719,359</b>	<b>4,104,923</b>	<b>330,950</b>
Capital Contributions	0	1,607,608	0	0
Transfers Out	0	(78,000)	0	0
<b>Change in Net Position</b>	<b>2,465,954</b>	<b>4,248,967</b>	<b>4,104,923</b>	<b>330,950</b>
Net Position Beginning of Year	29,126,431	27,297,027	50,527,730	3,342,530
<b>Net Position End of Year</b>	<b>\$ 31,592,385</b>	<b>\$ 31,545,994</b>	<b>\$ 54,632,653</b>	<b>\$ 3,673,480</b>

Change in Net Position of Enterprise Funds

Adjustment to reflect the consolidation of internal  
service fund activities related to enterprise funds.

Change in Net Position of Business Type Activities

See accompanying notes to the basic financial statements



**CITY OF LANCASTER, OHIO**

Storm Water	Port Authority	Total	Internal Service Funds
\$ 3,083,674	\$ 4,042,258	\$ 51,322,327	\$ 13,065,308
32,257	10,452	510,794	44,074
3,115,931	4,052,710	51,833,121	13,109,382
576,816	197,091	10,112,159	1,833,054
1,278,491	191,803	8,578,640	550,377
0	1,243,935	9,482,996	0
3,388	0	5,390,007	1,404,927
447,534	1,501	6,202,161	54,530
0	0	0	8,235,077
2,306,229	1,634,330	39,765,963	12,077,965
809,702	2,418,380	12,067,158	1,031,417
0	309,245	1,927,465	0
(7,237)	(13,252,783)	(14,431,843)	0
0	30,000	461,596	3,079
0	0	(100,070)	0
0	130,084	134,271	0
(7,237)	(12,783,454)	(12,008,581)	3,079
802,465	(10,365,074)	58,577	1,034,496
0	0	1,607,608	0
0	0	(78,000)	0
802,465	(10,365,074)	1,588,185	1,034,496
28,772,580	(122,849,043)	16,217,255	3,651,542
\$ 29,575,045	\$ (133,214,117)	\$ 17,805,440	\$ 4,686,038
		\$ 1,588,185	
		274,039	
		\$ 1,862,224	

# CITY OF LANCASTER, OHIO

## Statement of Cash Flows Proprietary Funds For the Year Ended December 31, 2023

	Business-Type Activities Enterprise Funds			
	Gas	Water	Water Pollution	Sanitation
<b>Cash Flows from Operating Activities:</b>				
Cash Received from Customers	\$18,663,536	\$9,483,838	\$12,632,130	\$4,747,237
Cash Received from Swap Providers	0	0	0	0
Other Miscellaneous Cash Receipts	0	0	0	0
Cash Received from Interfund Services	0	0	0	0
Cash Payments for Goods and Services	(10,513,071)	(2,753,544)	(3,311,983)	(1,629,734)
Cash Payments to and on behalf of Employees	(1,422,342)	(2,627,958)	(1,803,932)	(1,456,078)
Cash Payments for Claims	0	0	0	0
Cash Payments for Interfund Services	(1,023,524)	(1,193,095)	(850,413)	(848,370)
Customer Deposits Returned	(8,385)	(1,551)	(1,551)	0
Net Cash Provided by Operating Activities	5,696,214	2,907,690	6,664,251	813,055
<b>Cash Flows from Noncapital Financing Activities:</b>				
Intergovernmental Grants Received	464	431,132	0	0
Receipt of Interfund Advance Repayment	0	0	0	11,800
Acquisition of Land Held for Resale	0	0	0	0
Proceeds from Sale of Land	0	0	0	0
Principal Paid on Revenue Bond Payable	0	0	0	0
Interest Paid on Debt	0	0	0	0
Transfers Out to Other Funds	0	(78,000)	0	0
Net Cash Provided (Used) by Noncapital Financing Activities	464	353,132	0	11,800
<b>Cash Flows from Capital and Related Financing Activities:</b>				
Proceeds from Ohio Water Development Authority Loan	0	23,416,880	20,800,368	0
Proceeds from General Obligation Notes	0	975,000	0	0
Principal Paid on General Obligation Notes	0	(1,475,000)	0	0
Proceeds from Sales of Capital Assets	22	0	0	0
Acquisition and Construction of Assets	(1,102,330)	(25,772,069)	(25,120,348)	(1,725,897)
Installment Loan Payments	0	0	0	0
Bond Proceeds	0	0	0	3,100,000
Principal Paid on Revenue Bonds Payable	0	(390,000)	(855,000)	0
Principal Paid on Ohio Water Development Authority Loans	0	(755,995)	(1,774,398)	0
Principal Paid on Ohio Public Works Commission Loan	0	0	0	0
Interest Paid on All Debt	0	(148,180)	(997,422)	(52,614)
Net Cash Provided (Used) by Capital and Related Financing Activities	(1,102,308)	(4,149,364)	(7,946,800)	1,321,489
<b>Cash Flows from Investing Activities:</b>				
Purchase of Investments	0	0	0	(9,164)
Change in Fair Value of Investments	0	312,057	505,913	0
Receipt of Investment Earnings	0	264,883	473,283	9,164
Net Cash Provided for Investing Activities	0	576,940	979,196	0
Net Increase (Decrease) in Cash and Cash Equivalents	4,594,370	(311,602)	(303,353)	2,146,344
Cash and Cash Equivalents at Beginning of Year	8,270,534	15,072,006	24,085,746	1,976,684
Cash and Cash Equivalents at End of Year	\$12,864,904	\$14,760,404	\$23,782,393	\$4,123,028
<b>Reconciliation of Cash and</b>				
<b>Cash Equivalents per the Statement of Net Position:</b>				
Cash and Cash Equivalents	\$12,714,567	\$14,139,315	\$22,165,772	\$4,123,028
Restricted Cash and Cash Equivalents	150,337	621,089	1,616,621	0
Cash and Cash Equivalents at End of Year	\$12,864,904	\$14,760,404	\$23,782,393	\$4,123,028

# **CITY OF LANCASTER, OHIO**

Storm Water	Port Authority	Totals	Internal Service Funds
\$3,101,939	\$4,707,492	\$53,336,172	\$0
0	12,619,809	12,619,809	0
0	140,164	140,164	0
0	0	0	13,136,213
(966,274)	(190,209)	(19,364,815)	(1,741,151)
(428,765)	(117,624)	(7,856,699)	(1,542,373)
0	0	0	(8,206,820)
(378,079)	0	(4,293,481)	(432,897)
0	0	(11,487)	0
1,328,821	17,159,632	34,569,663	1,212,972
0	30,000	461,596	3,079
0	0	11,800	0
0	(1,147,292)	(1,147,292)	0
0	10,000	10,000	0
0	(1,355,000)	(1,355,000)	0
0	(14,721,750)	(14,721,750)	0
0	0	(78,000)	0
0	(17,184,042)	(16,818,646)	3,079
20,286	0	44,237,534	0
0	0	975,000	0
0	0	(1,475,000)	0
0	0	22	0
(346,561)	0	(54,067,205)	(73,654)
(40,428)	0	(40,428)	0
0	0	3,100,000	0
0	0	(1,245,000)	0
(250,686)	0	(2,781,079)	0
(34,622)	0	(34,622)	0
(8,078)	0	(1,206,294)	0
(660,089)	0	(12,537,072)	(73,654)
0	0	(9,164)	0
0	0	817,970	0
0	309,245	1,056,575	0
0	309,245	1,865,381	0
668,732	284,835	7,079,326	1,142,397
4,251,393	15,580,643	69,237,006	5,148,938
\$4,920,125	\$15,865,478	\$76,316,332	\$6,291,335
\$4,920,125	\$8,764,440	\$66,827,247	\$6,291,335
0	7,101,038	9,489,085	0
\$4,920,125	\$15,865,478	\$76,316,332	\$6,291,335

(Continued)

# CITY OF LANCASTER, OHIO

## Statement of Cash Flows Proprietary Funds For the Year Ended December 31, 2023

	Business-Type Activities Enterprise Funds			
	Gas	Water	Water Pollution	Sanitation
<u>Reconciliation of Operating Income to Net Cash</u>				
<u>Provided by Operating Activities:</u>				
Operating Income	\$2,482,133	\$1,868,722	\$4,022,776	\$465,445
Adjustments to Reconcile Operating Income to Net Cash Provided by Operating Activities:				
Depreciation Expense	1,106,687	1,419,505	2,788,870	438,064
Miscellaneous Nonoperating Revenue	0	4,187	0	0
Changes in Assets, Deferred Outflows of Resources, Liabilities, and Deferred Inflows of Resources:				
(Increase) Decrease in Accounts Receivable	946,481	(68,142)	26,511	(46,776)
Decrease in Due from Other Funds	0	0	0	0
(Increase) Decrease in Inventory	1,828,008	(271,040)	2,546	12,747
(Increase) Decrease in Prepaid Items	(2,637)	(286)	(2,377)	87
Decrease in Prepaid Gas Supply	0	0	0	0
Decrease in Net OPEB Asset	302,391	401,327	258,373	226,283
Increase in Deferred Outflows of Resources - Pension	(746,636)	(1,003,204)	(645,732)	(549,252)
(Increase) Decrease in Deferred Outflows of Resources - OPEB	(170,350)	(228,062)	(146,775)	(126,051)
Increase (Decrease) in Accounts Payable	(38,940)	(129,923)	(126,022)	(29,361)
Increase (Decrease) in Accrued Wages and Benefits	5,084	(3,892)	4,060	1,902
Decrease in Due to Other Funds	(665,234)	0	0	0
Increase in Intergovernmental Payable	0	0	0	0
Decrease in Customer Deposits	(8,385)	(1,551)	(1,551)	0
Decrease in Unearned Revenue	0	0	0	0
Decrease in Landfill Postclosure Care Liability	0	0	0	(46,228)
Increase (Decrease) in Compensated Absences	32,471	57,806	(70,705)	21,852
Increase in Net Pension Liability	1,870,043	2,513,394	1,617,307	1,376,682
Increase in Net OPEB Liability	57,496	76,975	49,539	42,545
Decrease in Deferred Inflows of Resources - Pension	(1,008,930)	(1,338,861)	(861,957)	(755,120)
Decrease in Deferred Inflows of Resources - OPEB	(293,468)	(389,265)	(250,612)	(219,764)
Increase in Claims Payable	0	0	0	0
Total Adjustments	3,214,081	1,038,968	2,641,475	347,610
Net Cash Provided by Operating Activities	\$5,696,214	\$2,907,690	\$6,664,251	\$813,055

### Schedule of Noncash Investing, Capital and Financing Activities:

At December 31, 2023, the Sanitation Fund had outstanding liabilities of \$271,115 for certain capital assets.

See accompanying notes to the basic financial statements

**CITY OF LANCASTER, OHIO**

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Storm Water	Port Authority	Totals	Internal Service Funds
\$809,702	\$2,418,380	\$12,067,158	\$1,031,417
447,534	1,501	6,202,161	54,530
0	130,084	134,271	0
(13,992)	0	844,082	26,831
0	665,234	665,234	0
0	0	1,572,261	22,115
0	0	(5,213)	(4,858)
0	13,863,744	13,863,744	0
50,287	18,323	1,256,984	255,752
(187,923)	(54,062)	(3,186,809)	(581,614)
(37,490)	1,709	(707,019)	(133,931)
(10,838)	1,594	(333,490)	135,700
2,119	194	9,467	3,525
0	0	(665,234)	0
0	72	72	0
0	0	(11,487)	0
0	(372)	(372)	0
0	0	(46,228)	0
14,526	0	55,950	13,664
457,010	191,933	8,026,369	1,419,922
12,653	4,905	244,113	45,206
(166,985)	(66,294)	(4,198,147)	(854,207)
(47,782)	(17,313)	(1,218,204)	(249,337)
0	0	0	28,257
519,119	14,741,252	22,502,505	181,555
\$1,328,821	\$17,159,632	\$34,569,663	\$1,212,972

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***CITY OF LANCASTER, OHIO***

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***Statement of Net Position  
Fiduciary Funds  
December 31, 2023***

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	<u>Custodial</u>
<b>Assets:</b>	
Cash and Cash Equivalents	\$ 250,674
Receivables:	
Intergovernmental	<u>1,943</u>
<b>Total Assets</b>	<u>252,617</u>
<b>Liabilities:</b>	
Intergovernmental Payable	<u>1,943</u>
<b>Total Liabilities</b>	<u>1,943</u>
<b>Net Position:</b>	
Restricted For:	
Individuals, Organizations and Other Governments	<u>250,674</u>
<b>Total Net Position</b>	<u><u>\$ 250,674</u></u>

See accompanying notes to the basic financial statements



***CITY OF LANCASTER, OHIO***

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***Statement of Changes in Net Position  
Fiduciary Funds  
For the Year Ended December 31, 2023***

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	<u>Custodial</u>
<b>Additions:</b>	
Fines and Forfeitures Collections for Others	<u>\$ 2,964,887</u>
Total Additions	<u>2,964,887</u>
 <b>Deductions:</b>	
Distribution of Fines and Forfeitures to Others	<u>2,954,050</u>
Total Deductions	<u>2,954,050</u>
 Change in Net Position	10,837
 Net Position at Beginning of Year	239,837
Net Position End of Year	<u><u>\$ 250,674</u></u>

See accompanying notes to the basic financial statements

***Notes to the Basic Financial Statements  
For the Year Ended December 31, 2023***

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**NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

The City of Lancaster, Ohio (the "City") was incorporated in 1831 under the laws of the State of Ohio. The Citizens elect Council members (six wards, three at large and a president) who serve two year terms, and the Mayor, City Auditor, City Solicitor and City Treasurer who all serve four year terms. In addition, two municipal court judges are elected to serve six year terms.

The financial statements are presented as of December 31, 2023 and for the year then ended, and have been prepared in conformity with accounting principles generally accepted in the United States of America (GAAP) applicable to local governments. The Governmental Accounting Standards Board (the "GASB") is the standard-setting body for establishing governmental accounting and financial reporting principles, which are primarily set forth in the GASB's Codification of Governmental Accounting and Financial Reporting Standards (GASB Codification).

**A. Reporting Entity**

The accompanying basic financial statements comply with the provisions of the GASB Statement No. 14, *"The Financial Reporting Entity,"* as amended by GASB 61, in that the financial statements include all organizations, activities, functions and component units for which the City (the primary government) is financially accountable. Financial accountability is defined as the appointment of a voting majority of a legally separate organization's governing body and either (1) the City's ability to impose its will over the organization, or (2) the potential that the organization will provide a financial benefit to or impose a financial burden on the City.

The City's financial reporting entity includes a blended component unit, the Lancaster Port Authority, as well as, all funds, agencies, boards and commissions that are part of the primary government, which include the following services: police and fire protection, parks and recreation, cemetery department, planning, zoning, street maintenance, basic utility (water, sewer, electric, gas, and refuse) and other governmental services. The Port Authority, although a legally separate entity, provides services almost entirely to the City by financing the purchase of gas supply for the Gas Fund. The Executive Director of the Port Authority also serves as the General Manager to the Lancaster Municipal Gas Department. In addition, the City Treasurer voluntarily serves as the Treasurer to the Port Authority. Separately issued financial statements can be obtained from Lancaster Port Authority, 104 East Main Street, Lancaster, OH 43130.

The City participates in several Jointly Governed Organizations which are further described in Note 19.

**B. Basis of Presentation - Fund Accounting**

The accounting system is organized and operated on the basis of funds each of which is considered a separate accounting entity. The operations of each fund are accounted for with a separate set of self-balancing accounts that comprise its assets, deferred outflows of resources, liabilities, deferred inflows of resources, fund equity, revenues and expenditures or expenses.

***Notes to the Basic Financial Statements  
For the Year Ended December 31, 2023***

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**NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**

**B. Basis of Presentation - Fund Accounting (Continued)**

The following fund types are used by the City:

***Governmental Funds***

Governmental funds are those funds through which most governmental functions typically are financed. The acquisition, use and balances of the City's expendable financial resources and the related current liabilities (except those accounted for in the proprietary funds) are accounted for through governmental funds. The measurement focus is on determination of "financial flow" (sources, uses and balances of financial resources). The following are the City's major governmental funds:

General Fund - This fund is used to account for all financial resources except those accounted for in another fund. The general fund balance is available to the City for any purpose provided it is expended or transferred according to the general laws of Ohio.

.45 Police and Fire Levy Fund - This fund is used to account for a .45% voted income tax levy to be used for the operations of the Police and Fire Departments.

2021 Police and Fire Levy Fund - This fund is used to account for a voted income tax levy used for police and fire operations and equipment.

***Proprietary Funds***

All proprietary funds are accounted for on an "economic resources" measurement focus. This measurement focus provides that assets, deferred outflows of resources, liabilities, and deferred inflows of resources associated with the operation of these funds are included on the statement of net position. Proprietary fund type operating statements present increases (i.e., revenues) and decreases (i.e., expenses) in net position.

Enterprise Funds - These funds are used to account for operations that are financed and operated in a manner similar to private business enterprises - where the intent of the governing body is that the costs (expenses, including depreciation) of providing goods or services to the general public on a continuing basis be financed or recovered primarily through user charges. The City's major enterprise funds are:

Gas Fund - This fund is used to account for the operation of the City's gas service.

Water Fund - This fund is used to account for the operation of the City's water service.

Water Pollution Fund - This fund is used to account for the operation of the City's sanitary sewer service.

Sanitation Fund - This fund is used to account for the operation of the City's solid waste collection and disposal service.

Storm Water Fund - This fund is used to account for the operation of the City's storm water drainage service.

Port Authority Fund - This fund is used to account for the operation of the City's economic development.

***Notes to the Basic Financial Statements  
For the Year Ended December 31, 2023***

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**NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**

**B. Basis of Presentation - Fund Accounting (Continued)**

Internal Service Funds - These funds are used to account for the utilities billing services, information services, fuel deposits, engineering services, and health insurance services provided to other departments or agencies of the governmental unit on a cost-reimbursement basis.

***Fiduciary Funds***

Custodial Funds - These funds are used to account for assets held by a governmental unit as an agent for individuals, private organizations or other governmental units and therefore not available to support the City's own programs. These funds are reported using the economic resources measurement focus. The custodial funds account for municipal court collections that are distributed to the state and various local governments and fee collections to be distributed to the law library.

**C. Basis of Presentation – Financial Statements**

***Government-wide Financial Statements*** – The statement of net position and the statement of activities display information about the City as a whole. These statements include the financial activities of the primary government, except for fiduciary funds. Internal Service fund activity is eliminated to avoid “doubling up” revenues and expenses. The statements distinguish between those activities of the City that are governmental and those that are considered business-type activities.

The government-wide statements are prepared using the economic resources measurement focus. This is the same approach used in the preparation of the proprietary fund financial statements but differs from the manner in which governmental fund financial statements are prepared. Governmental fund financial statements therefore include a reconciliation with brief explanations to better identify the relationship between the government-wide statements and the statements for governmental funds.

The government-wide statement of activities presents a comparison between direct expenses and program revenues for each segment of the business-type activities of the City and for each function or program of the City's governmental activities. Direct expenses are those that are specifically associated with a service, program or department and therefore clearly identifiable to a particular function. Program revenues include charges paid by the recipient of the goods or services offered by the program and grants and contributions that are restricted to meeting the operational or capital requirements of a particular program. Revenues which are not classified as program revenues are presented as general revenues of the City, with certain limited exceptions. The comparison of direct expenses with program revenues identifies the extent to which each business segment or governmental function is self-financing or draws from the general revenues of the City.

***Notes to the Basic Financial Statements  
For the Year Ended December 31, 2023***

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**NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**

**C. Basis of Presentation – Financial Statements** (Continued)

**Fund Financial Statements** – Fund financial statements report detailed information about the City. The focus of governmental fund financial statements is on major funds rather than reporting funds by type. Each major fund is presented in a separate column. Nonmajor funds are aggregated and presented in a single column. Fiduciary funds are reported by fund type.

The accounting and financial reporting treatment applied to a fund is determined by its measurement focus. All governmental fund types are accounted for using a flow of current financial resources measurement focus. The financial statements for governmental funds are a balance sheet, which generally includes only current assets, deferred outflows of resources, current liabilities, and deferred inflows of resources, and a statement of revenues, expenditures and changes in fund balances, which reports on the sources (i.e., revenues and other financing sources) and uses (i.e., expenditures and other financing uses) of current financial resources.

All proprietary fund types are accounted for on a flow of economic resources measurement focus. With this measurement focus, all assets, deferred outflows of resources, liabilities, and deferred inflows of resources associated with the operation of these funds are included on the statement of net position. The statement of changes in net position presents increases (i.e., revenues) and decreases (i.e., expenses) in net position. The statement of cash flows provides information about how the City finances and meets the cash flow needs of its proprietary activities.

Fiduciary funds are reported using the economic resources measurement focus.

**D. Basis of Accounting**

Basis of accounting represents the methodology utilized in the recognition of revenues and expenditures or expenses reported in the financial statements. The accounting and reporting treatment applied to a fund is determined by its measurement focus.

The modified accrual basis of accounting is followed by the governmental funds. Under the modified accrual basis of accounting, revenues are recorded when susceptible to accrual, i.e., both measurable and available. The term "available" means collectible within the current period or soon enough thereafter to be used to pay liabilities of the current period, which the City considers to be 60 days after year end. Expenditures are recognized in the accounting period in which the fund liability is incurred, if measurable, except for unmatured interest on general long-term debt, which is recognized when due.

***Notes to the Basic Financial Statements  
For the Year Ended December 31, 2023***

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**NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**

**D. Basis of Accounting** (Continued)

Non-exchange transactions, in which the City receives value without directly giving equal value in return, include income taxes, property taxes, grants, entitlements and donations. Revenue from income taxes is recognized in the period in which the income is earned and is available. Revenue from grants, entitlements and donations is recognized in the fiscal year in which all eligibility requirements have been satisfied and the revenue is available. Eligibility requirements include timing requirements, which specify the year when the resources are required to be used or the year when use is first permitted, matching requirements, in which the City must provide local resources to be used for a specific purpose, and expenditure requirements, in which the resources are provided to the City on a reimbursement basis.

Unearned revenue arises when assets are recognized before revenue recognition criteria have been satisfied. Grants and entitlements received before eligibility requirements are met are recorded as unearned revenue.

Revenues considered susceptible to accrual at year end include income taxes, interest on investments, and state levied locally shared taxes, including motor vehicle license fees and local government assistance. Other revenues, including licenses, permits, certain charges for services, and miscellaneous revenues are recorded when received in cash, because generally these revenues are not measurable until received.

The accrual basis of accounting is utilized for reporting purposes for the government-wide, the proprietary fund and the fiduciary fund financial statements. Revenues are recognized when they are earned and expenses are recognized when they are incurred.

**E. Budgetary Process**

The budgetary process is prescribed by provisions of the Ohio Revised Code and entails the preparation of budgetary documents within an established timetable. The major documents prepared are the tax budget, the certificate of estimated resources and the appropriation ordinance, all of which are prepared on the budgetary basis of accounting. The certificate of estimated resources and the appropriation ordinance are subject to amendment throughout the year.

All funds, other than custodial funds and the Drug Enforcement Fund (special revenue fund), are legally required to be budgeted and appropriated; however, only the general fund and major special revenue funds are required to be reported. The primary level of budgetary control is at the object level within each department. Budgetary modifications may be made only by ordinance of the City Council. More detailed appropriation allocations may be made by the City Auditor as long as the allocations are within Council's appropriated amount.



***Notes to the Basic Financial Statements  
For the Year Ended December 31, 2023***

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**NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**

**E. Budgetary Process** (Continued)

**1. Tax Budget**

The Mayor submits an annual tax budget for the following fiscal year to City Council by July 15 for consideration and passage. The adopted budget is submitted to the County Auditor, as Secretary of the County Budget Commission, by July 20 of each year for the period January 1 to December 31 of the following year.

**2. Estimated Resources**

The County Budget Commission reviews estimated revenue and determines if the budget substantiates a need to levy all or part of previously authorized taxes. The Budget Commission then certifies its actions to the City by September 1 of each year. As part of the certification process, the City receives an official certificate of estimated resources stating the projected receipts by fund. Prior to December 31, the City must revise its budget so that the total contemplated expenditures from any fund during the ensuing fiscal year do not exceed the amount available as stated in the certificate of estimated resources. The revised budget then serves as the basis for the annual appropriations measure. On or about January 1, the certificate of estimated resources is amended to include any unencumbered fund balances from the preceding year. The certificate may be further amended during the year if a new source of revenue is identified or if actual receipts exceed current estimates. The amounts reported as the original budgeted amounts on the budgetary statements reflect the amounts on the certificate of estimated resources when the original appropriations were adopted. The amounts reported on the budgetary statement reflect the amounts in the final amended official certificate of estimated resources issued during 2023.

**3. Appropriations**

A temporary appropriation ordinance to control expenditures may be passed on or about January 1 of each year for the period January 1 through March 31. An annual appropriation ordinance must be passed by April 1 of each year for the period January 1 through December 31. The appropriation ordinance establishes spending controls at the fund, department and object level (the legal level of control). The appropriation ordinance may be amended during the year as additional information becomes available, provided that total fund appropriations do not exceed the current estimated resources as certified by the County Budget Commission. The allocation of appropriations among departments and objects within a fund may only be modified during the year by an ordinance of City Council. During the year, several supplemental appropriations were legally enacted by Council. Administrative control is maintained through the establishment of more detailed line-item budgets. The amounts reported as the original budget amounts reflect the first appropriation resolution for that fund that covered the entire year, including amounts automatically carried forward from prior years. The budgetary figures which appear on the "Statement of Revenues, Expenditures, and Changes in Fund Balances--Budget and Actual" are presented on a budgetary basis to provide a comparison of actual results to the final budget, including all amendments and modifications.

**Notes to the Basic Financial Statements  
For the Year Ended December 31, 2023****NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)****E. Budgetary Process (Continued)****4. Lapsing of Appropriations**

At the close of each fiscal year, the unencumbered balance of each appropriation reverts to the respective fund from which it was appropriated and becomes subject to future appropriations. The encumbered appropriation balance is carried forward to the subsequent fiscal year and need not be reappropriated.

**5. Budgetary Basis of Accounting**

The City's budgetary process accounts for certain transactions on a basis other than accounting principles generally accepted in the United States of America (GAAP). The major differences between the budgetary basis and the GAAP basis lie in the manner in which revenues and expenditures are recorded. Under the budgetary basis, revenues and expenditures are recognized on a cash basis. Utilizing the cash basis, revenues are recorded when received in cash and expenditures when paid. Under the GAAP basis, revenues and expenditures are recorded on the modified accrual basis of accounting.

The following table summarizes the adjustments necessary to reconcile the GAAP basis statements to the budgetary cash basis statements for the general fund and major special revenue funds:

	Net Change in Fund Balance		
	General Fund	.45 Police and Fire Levy Fund	2021 Police and Fire Levy Fund
GAAP Basis (as reported)	\$6,232,937	\$966,610	\$371,190
Increase (Decrease):			
Accrued Revenues at December 31, 2023			
received during 2024	(2,133,504)	(1,710,471)	(1,615,461)
Accrued Revenues at December 31, 2022			
received during 2023	2,237,893	1,752,520	1,747,206
Accrued Expenditures at December 31, 2023			
paid during 2024	4,379,001	313,861	313,834
Accrued Expenditures at December 31, 2022			
paid during 2023	(3,901,634)	(324,864)	(186,808)
2022 Prepays for 2023	216,085	47,243	0
2023 Prepays for 2024	(47,176)	0	0
Change in Cash with Fiscal Agent	282,004	0	0
Adjustment to Fair Value	(1,277,778)	0	0
Outstanding Encumbrances	(904,733)	(890,239)	(123,859)
Budget Basis	<u>\$5,083,095</u>	<u>\$154,660</u>	<u>\$506,102</u>

***Notes to the Basic Financial Statements  
For the Year Ended December 31, 2023***

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**NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**

**F. Cash and Cash Equivalents**

Cash and cash equivalents include amounts in demand deposits, the State Treasury Asset Reserve (STAR Ohio) and certificates of deposit with original maturity dates of three months or less. See Note 5, "Cash, Cash Equivalents and Investments."

The City pools its cash, except for that held by fiscal agents and fiduciary fund cash and investments, for maximum investing efficiency. Each fund's equity in pooled cash and investments represents the balance on hand as if each fund maintained its own cash and investment account. See Note 5, "Cash, Cash Equivalents and Investments."

**G. Investments**

Investment procedures and interest allocations are restricted by provisions of the Ohio Constitution and the Ohio Revised Code. In accordance with GASB Statement No. 31, *"Accounting and Financial Reporting for Certain Investments and for External Investment Pools"* and GASB Statement No. 72, *"Fair Value Measurement and Application"*, the City reports its investments at fair value, except for nonparticipating investment contracts (certificates of deposit) which are reported at cost, which approximates fair value. All investment income, including changes in the fair value of investments, is recognized as revenue in the operating statements.

The City's investment in the State Treasury Asset Reserve of Ohio (STAR Ohio) is an investment pool managed by the State Treasurer's Office which allows governments within the State to pool their funds for investment purposes. STAR Ohio is not registered with the SEC as an investment company and is recognized as an external investment pool by the City. The City measures their investment in STAR Ohio at the net asset value (NAV) per share provided by STAR Ohio. The NAV per share is calculated on an amortized cost basis that provides a NAV per share that approximates fair value. For 2023, there were no limitations or restrictions on any participant withdrawals due to redemption notice periods, liquidity fees, or redemption gates. However, notice must be given 24 hours in advance of all deposits and withdrawals exceeding \$100 million. STAR Ohio reserves the right to limit the transaction to \$250 million requiring the excess amount to be transacted the following business day(s), but only to the \$250 million limit. All accounts of the participant will be combined for these purposes. See Note 5, "Cash, Cash Equivalents and Investments."

***Notes to the Basic Financial Statements  
For the Year Ended December 31, 2023***

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**NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**

**H. Derivative Instruments**

The City's derivative financial instruments are accounted for in accordance with GASB Statement No. 53, *Accounting and Financial Reporting for Derivative Instrument* and GASB Statement No. 72, *Fair Value Measurement and Application*. In connection with this Statement, the fair value of the City's derivative financial instruments is recorded on the Statement of Net position, with an offsetting deferred inflow or outflow. At December 31, 2023, the fair value of the City's derivative instruments are offset by a deferred inflow.

Derivative instruments are utilized by the City to manage market risk and reduce its exposure resulting from fluctuations in prices of natural gas in order to meet debt service requirements. These instruments include commodity swap agreements which convert index-priced natural gas revenues to fixed prices for servicing outstanding debt obligations.

**I. Inventory**

Inventory is stated at cost using the first-in, first-out (FIFO) method. The costs of inventory items are recorded as expenditures in the governmental funds when purchased and as expenses in the government-wide and proprietary funds when used.

**J. Prepaid Items**

Payments made to vendors for services that will benefit periods beyond December 31, 2023, are recorded as prepaid items using the consumption method. A current asset for the prepaid amount is recorded at the time of the purchase and an expenditure/expense is reported in the year in which services are consumed.

**K. Prepaid Gas Supply**

The City prepaid for deliveries of natural gas supplies with the proceeds from revenue bonds. Prepaid gas supplies are stated at the present value of the remaining fixed delivery amounts, as determined by the prepay contract. Swap agreements are used to convert the variable index prices to fixed prices sufficient to meet debt service requirements.

***Notes to the Basic Financial Statements  
For the Year Ended December 31, 2023***

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**NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**

**L. Capital Assets and Depreciation**

Capital assets are defined by the City as assets with an initial, individual cost of more than \$5,000 and more than \$1,000 for the Port Authority.

**1. Property, Plant and Equipment - Governmental Activities**

Governmental activities capital assets are those not directly related to the business type funds. These generally are acquired or constructed for governmental activities and are recorded as expenditures in the governmental funds and are capitalized at cost (or estimated historical cost for assets not purchased in recent years). These assets are reported in the Governmental Activities column of the Government-wide Statement of Net Position, but they are not reported in the Fund Financial Statements.

Donated capital assets are recorded at acquisition value at the date received. Capital assets include land, construction in progress, buildings, building improvements, machinery, equipment and infrastructure. Infrastructure is defined as long-lived capital assets that normally are stationary in nature and normally can be preserved for a significant number of years. Examples of infrastructure include roads, bridges, curbs and gutters, streets and sidewalks, drainage systems and lighting systems. Estimated historical costs for governmental activities capital asset values were initially determined by identifying historical costs when such information was available. In cases where information supporting original cost was not obtainable, estimated historical costs were developed. For certain capital assets, the estimates were arrived at by indexing estimated current costs back to the estimated year of acquisition.

**2. Property, Plant and Equipment – Business Type Activities**

Property, plant and equipment acquired by the proprietary funds are stated at cost (or estimated historical cost), including interest capitalized during construction and architectural and engineering fees where applicable. Donated capital assets are recorded at acquisition value at the date received. These assets are reported in both the Business-Type Activities column of the Government-wide Statement of Net Position and in the respective funds.

**3. Depreciation**

All capital assets are depreciated, excluding land and construction in progress. Depreciation has been provided using the straight-line method over the following estimated useful lives:

Description	Governmental and Business-Type Activities Estimated Lives (in years)
Buildings	40
Improvements other than Buildings	20-25
Infrastructure	10-100
Machinery and Equipment, Vehicles	3 - 10

**Notes to the Basic Financial Statements  
For the Year Ended December 31, 2023**

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**NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)****M. Long-Term Obligations**

Long-term liabilities are being repaid from the following funds:

<u>Obligation</u>	<u>Fund</u>
General Obligation Bonds Payable	General Bond Retirement Fund/Sanitation Fund
Revenue Bonds Payable	Water Fund, Water Pollution Fund, Port Authority Fund
Ohio Water Development Authority Loans	Street, Construction, Maintenance and Repair Fund, Water Fund, Water Pollution Fund Storm Water Fund
Ohio Public Works Commission Loan	General Bond Retirement Fund, Street Levy Fund, Storm Water Fund
State Infrastructure Bank Loan	Street Construction, Maintenance and Repair Fund
Installment Loans	General Fund, Cemetery Fund, Street Construction, Maintenance and Repair Fund, Fire Impact-District One Fund Parks and Recreation Fund, Storm Water Fund
Compensated Absences Net Pension Liability Net OPEB Liability	General Fund, .45 Police and Fire Levy Fund, Cemetery Fund, Street Construction, Maintenance and Repair Fund, Parks and Recreation Fund, Lancaster Community Development Fund, Gas Fund, Water Fund, Water Pollution Fund, Sanitation Fund, Storm Water Fund, Port Authority Fund, Utilities Collection Fund, Information Services Fund



***Notes to the Basic Financial Statements  
For the Year Ended December 31, 2023***

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**NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**

**N. Compensated Absences**

City employees earn vacation at varying rates based upon length of service. Vacation leave is accrued on January 1 of every year regardless of employee's anniversary date. One week of vacation time can be carried over with the department superintendent's permission. Upon separation from the City, the employee (or his estate) is paid for accumulated unused vacation leave balance.

Sick leave is accrued by all employees at the rate of 4.6 hours every 80 hours of compensation for a total of fifteen days of sick leave accrued per year. Upon retirement, employees are paid a pro-rata amount of accumulated sick leave based on the employee's date of hire and position and on negotiated work agreements with the City.

In accordance with GASB Statement No. 16, *"Accounting for Compensated Absences,"* the City records a liability for vacation time and sick leave when the obligation is attributable to services previously rendered and it is probable that the City will compensate the employees for the benefits at termination or retirement. The City uses the vesting method for determining the liability for sick leave. Compensated absences accumulated by governmental fund type and proprietary fund type employees are reported as an expense when earned in the government-wide financial statements. For governmental fund financial statements, compensated absences are recognized as a liability and expenditure to the extent payments come due each period upon the occurrence of employee resignations and retirements. These amounts are recorded in the fund from which the employees who have accumulated leave are paid. The noncurrent portion of the liability is not recorded. For proprietary funds, the entire compensated absences amount is reported as a fund liability.

**O. Net Position**

Net position represents the difference between assets and deferred outflows of resources and liabilities and deferred inflows of resources. Net investment in capital assets consists of capital assets, net of accumulated depreciation, reduced by the outstanding balances of any borrowings used for the acquisition, construction or improvement of those assets. Net position is reported as restricted when there are limitations imposed on their use either through the enabling legislation adopted by the City or through external restrictions imposed by creditors, grantors or laws or regulations of other governments.

The City applies restricted resources when an expense is incurred for purposes for which both restricted and unrestricted resources are available.

***Notes to the Basic Financial Statements  
For the Year Ended December 31, 2023***

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**NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**

**P. Pensions/Other Postemployment Benefits (OPEB)**

For purposes of measuring the net pension/OPEB liability/asset, deferred outflows of resources and deferred inflows of resources related to pensions/OPEB, and pension/OPEB expense, information about the fiduciary net position of the pension/OPEB plans and additions to/deductions from their fiduciary net position have been determined on the same basis as they are reported by the pension/OPEB plan. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. The pension/OPEB plans report investments at fair value.

**Q. Interfund Transactions**

Transfers between governmental and business-type activities on the government-wide statements are reported in the same manner as general revenues. Internal allocations of overhead expenses from one program to another or within the same program are eliminated on the Statement of Activities. Payments for interfund services provided and used are not eliminated.

Exchange transactions between funds are reported as revenues in the seller funds and as expenditures/expenses in the purchaser funds. Interfund services provided and used are not eliminated in the process of consolidation. Flows of cash or goods from one fund to another without a requirement for repayment are reported as interfund transfers. Interfund transfers are reported as other financing sources/uses in governmental funds and after nonoperating revenues/expenses in proprietary funds. Repayments from funds responsible for particular expenditures/expenses to the funds that initially paid for them are not presented on the financial statements.

**R. Fund Balances**

In the fund financial statements, fund balance for governmental funds is reported in classifications that comprise a hierarchy based primarily on the extent to which the City is bound to honor constraints on the specific purpose for which amounts in the funds can be spent. Fund balance is reported in five components – nonspendable, restricted, committed, assigned and unassigned.

*Nonspendable* – Nonspendable fund balance includes amounts that cannot be spent because they are either not in spendable form or legally contractually required to be maintained intact.

*Restricted* – Restricted fund balance consists of amounts that have constraints placed on them either externally by third parties (creditors, grantors, contributors, or laws or regulations of other governments) or by law through constitutional provisions or enabling legislation. Enabling legislation authorizes the City to assess, levy, charge or otherwise mandate payment of resources (from external resource providers) and includes a legally enforceable requirement (compelled by external parties) that those resources be used only for the specific purposes stipulated in the legislation.

***Notes to the Basic Financial Statements  
For the Year Ended December 31, 2023***

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**NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**

**R. Fund Balances** (Continued)

*Committed* – Committed fund balance consists of amounts that can only be used for specific purposes pursuant to constraints imposed by formal action of the City’s highest level of decision making authority. For the City, these constraints consist of ordinances passed by City Council. Committed amounts cannot be used for any other purpose unless the City removes or changes the specified use by taking the same type of action (ordinance) it employed previously to commit those amounts.

*Assigned* – Assigned fund balance consists of amounts that are constrained by the City’s intent to be used for specific purposes, but are neither restricted nor committed. The City has no formal policy authorizing a body or official to assign amounts for specific purposes.

*Unassigned* – Unassigned fund balance consists of amounts that have not been restricted, committed or assigned to specific purposes within the General Fund as well as negative fund balances in all other governmental funds.

When both restricted and unrestricted resources are available for use, it is the City’s policy to use restricted resources first, then unrestricted (committed, assigned and unassigned) resources as they are needed.

**S. Restricted Assets**

Customer deposits, bond reserve accounts, landfill postclosure reserve accounts, and cash with fiscal agent are classified as restricted assets because these funds are being held for specified purposes.

**T. Operating Revenues and Expenses**

Proprietary funds distinguish operating revenues and expenses from nonoperating items. Operating revenues are those revenues that are generated directly from the primary activity of the proprietary funds. For the City, these revenues are charges for services for gas distribution, water treatment and distribution, wastewater collection and treatment, maintenance of storm water collection systems and collection of solid waste refuse. Operating expenses are necessary costs incurred to provide the good or service that is the primary activity of the fund. All revenues and expenses not meeting this definition are reported as nonoperating revenues and expenses.

**U. Interfund Balances**

On fund financial statements, receivables and payables resulting from short-term interfund loans, long-term interfund loans or interfund services provided and used are eliminated in the governmental and business-type activities columns of the statement of net position, except for any net residual amounts due between governmental and business-type activities, which are presented as internal balances.

***Notes to the Basic Financial Statements  
For the Year Ended December 31, 2023***

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**NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**

**V. Deferred Outflows/Inflows of Resources**

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net assets that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/ expenditure) until then. The City has three items that qualifies for reporting in this category. One is the deferred loss on early retirement of debt reported in the government-wide and proprietary statements of net position. A deferred loss on early retirement of debt results from the difference in the carrying value of refunded debt and its reacquisition price. This amount is deferred and amortized over the shorter of the life of the refunded or refunding debt. The deferred outflows of resources related to pension and OPEB plans are explained in Notes 11 and 12.

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net assets that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time. For the City, deferred inflows of resources include property taxes, leases, pension, OPEB, hedging derivatives and unavailable revenue. On the government-wide statement of net position and governmental funds balance sheet, property taxes that are intended to finance future fiscal periods are reported as deferred inflows. The cumulative increase in the hedging derivative is reported as a deferred inflow on both the proprietary statement of net position and government wide statement of net position. In addition, the governmental funds balance sheet reports deferred inflows which arise only under a modified accrual basis of accounting. Accordingly, the item, unavailable revenue, is reported only in the governmental funds balance sheet. The governmental funds report unavailable revenue for delinquent property taxes, income taxes, special assessments, and state levied shared taxes. These amounts are deferred and recognized as an inflow of resources in the period that the amounts become available. Deferred inflows of resources related to pension and OPEB plans are reported on the government-wide and proprietary fund statements of net position explained in Notes 11 and 12.

**W. Contributions of Capital**

Contributions of capital in the governmental and business type activities and the proprietary fund financial statements arise from outside contributions of capital assets, tap-in fees to the extent they exceed the cost of the connection to the system, or from grants for capital acquisition or construction.

**X. Estimates**

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. Actual results may differ from those estimates.

***Notes to the Basic Financial Statements  
For the Year Ended December 31, 2023***

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**NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**

**Y. Fair Value**

The City categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. Level 1 inputs are quoted prices in active markets for identical assets. Level 2 inputs are significant other observable inputs; Level 3 inputs are significant unobservable inputs.

**Z. Land Held for Resale**

As part of the economic development program, the City has acquired land with the intent for the land to be sold to businesses to promote economic development within the City. Transactions are conducted through the City's Port Authority Fund.

**NOTE 2 – CHANGE IN ACCOUNTING PRINCIPLE**

For 2023 the City implemented Governmental Accounting Standards Board (GASB) Statement No. 94, "Public-Private and Public-Public Partnerships and Availability Payment Arrangements," and Statement No. 96, "Subscription-Based Information Technology Arrangements."

GASB Statement No. 94 clarifies accounting and financial reporting requirements for public-private and public-public partnership arrangements and availability payment arrangements.

GASB Statement No. 96 provides guidance on accounting and financial reporting for subscription-based information technology arrangements for government end users.

The implementation of these Statements had no effect on beginning net position/fund balance.

**Notes to the Basic Financial Statements  
For the Year Ended December 31, 2023****NOTE 3 – FUND BALANCE CLASSIFICATION**

Fund balance is classified as nonspendable, restricted, committed, assigned, and unassigned based primarily on the extent to which the City is bound to observe constraints imposed upon the use of the resources in the governmental funds. The constraints placed on fund balance for the major governmental funds and all other governmental funds are presented below:

Fund Balances	General Fund	.45 Police and Fire Levy Fund	2021 Police and Fire Levy Fund	Other Governmental Funds	Total Governmental Funds
<b>Nonspendable:</b>					
Prepaid Items	\$47,176	\$0	\$0	\$20,263	\$67,439
Inventory of Supplies	111,761	0	0	340,569	452,330
<b>Total Nonspendable</b>	<b>158,937</b>	<b>0</b>	<b>0</b>	<b>360,832</b>	<b>519,769</b>
<b>Restricted:</b>					
Transportation Projects	0	0	0	2,139,651	2,139,651
Cemetery	0	0	0	1,779,342	1,779,342
Court Projects	0	0	0	2,572,430	2,572,430
Public Transportation	0	0	0	608,363	608,363
911 Services	0	0	0	167,759	167,759
Police and Fire Operations	0	5,494,328	4,015,564	2,385,544	11,895,436
Pension for Public Safety	0	0	0	132,115	132,115
Community Development	0	0	0	1,815,615	1,815,615
Debt Retirement	0	0	0	166	166
Capital Improvements	0	0	0	319,658	319,658
<b>Total Restricted</b>	<b>0</b>	<b>5,494,328</b>	<b>4,015,564</b>	<b>11,920,643</b>	<b>21,430,535</b>
<b>Committed:</b>					
Parks and Recreation	0	0	0	3,309,957	3,309,957
Capital Improvements	0	0	0	2,978,355	2,978,355
<b>Total Committed</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>6,288,312</b>	<b>6,288,312</b>
<b>Assigned:</b>					
Projected budgetary deficit	2,271,688	0	0	0	2,271,688
Capital Improvements	0	0	0	275,000	275,000
Services and Supplies	576,836	0	0	0	576,836
<b>Total Assigned</b>	<b>2,848,524</b>	<b>0</b>	<b>0</b>	<b>275,000</b>	<b>3,123,524</b>
<b>Unassigned:</b>	<b>19,862,917</b>	<b>0</b>	<b>0</b>	<b>(1,715,414)</b>	<b>18,147,503</b>
<b>Total Fund Balances</b>	<b>\$22,870,378</b>	<b>\$5,494,328</b>	<b>\$4,015,564</b>	<b>\$17,129,373</b>	<b>\$49,509,643</b>



***Notes to the Basic Financial Statements  
For the Year Ended December 31, 2023***

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**NOTE 4 - COMPLIANCE AND ACCOUNTABILITY**

The fund deficits at December 31, 2023 of \$1,174,171 in the Ety Road TIF Project Fund and \$541,243 in the Columbian Construction Fund (capital projects funds) are the result of recording notes payable amounts in the individual fund balance sheets. The accumulated deficit of \$133,214,117 in the Port Authority Fund (enterprise fund) is the result of recording the prepaid gas supply at the present value of the future shipments and the related bonds payable at outstanding par value. At the end of the contract period, the net result will be zero. The accumulated deficit of \$599,427 in the Utilities Collection Fund and \$59,523 in the Environmental Engineering Fund (internal service funds) is the result of the recognition of payables in accordance with generally accepted accounting principles. The General Fund provides transfers, upon City Council's approval when cash is required not when accruals occur.

**NOTE 5 - CASH, CASH EQUIVALENTS, AND INVESTMENTS**

Cash resources of several individual funds are combined to form a pool of cash and investments. In addition, investments are separately held by a number of individual funds. The City has adopted an Investment Policy that follows Ohio Revised Code Chapter 135 and applies the prudent person standard. The prudent person standard requires the Auditor and Treasurer to exercise the care, skill and experience that a prudent person would use to manage his/her personal financial affairs and to seek investments that will preserve principal while maximizing income.

Statutes require the classification of funds held by the City into three categories:

Category 1 consists of "active" funds - those funds required to be kept in "cash" or "near cash" status for immediate use by the City. Such funds must be maintained either as cash in the City Treasury or in depository accounts payable or withdrawable on demand, including negotiable order of withdrawal (NOW) accounts.

Category 2 consists of "inactive" funds - those funds not required for use within the current five year period of designation of depositories. Inactive funds may be deposited or invested only as certificates of deposit maturing no later than the end of the current period of designation of depositories.

***Notes to the Basic Financial Statements  
For the Year Ended December 31, 2023***

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**NOTE 5 - CASH, CASH EQUIVALENTS, AND INVESTMENTS (Continued)**

Category 3 consists of "interim" funds - those funds not needed for immediate use but needed before the end of the current period of designation of depositories. Interim funds may be invested or deposited in the following securities:

- United States treasury notes, bills, bonds, or any other obligation or security issued by the United States treasury or any other obligation guaranteed as to principal or interest by the United States;
- Bonds, notes, debentures, or any other obligations or securities issued by any federal government agency or instrumentality, including but not limited to, the federal national mortgage association, federal home loan bank, federal farm credit bank, federal home loan mortgage corporation, government national mortgage association, and student loan marketing association. All federal agency securities shall be direct issuances of federal government agencies or instrumentalities;
- Written repurchase agreements in the securities listed above provided that the fair value of the securities subject to the repurchase agreement must exceed the principal value of the agreement by at least two percent and be marked to fair value daily, and that the term of the agreement must not exceed thirty days;
- Interim deposits in eligible institutions applying for interim funds;
- Bonds and other obligations of the State of Ohio;
- Time certificates of deposits or savings or deposit accounts, including, but not limited to, passbook account;
- No-load money market mutual funds consisting exclusively of obligations described in the first two bullets of this section and repurchase agreements secured by such obligations, provided that investments in securities described in this division are made only through eligible institutions;
- The State Treasury Asset Reserve of Ohio (STAR Ohio);
- Securities lending agreements in which the City lends securities and the eligible institution agrees to simultaneously exchange similar securities or cash, equal value for equal value;
- Commercial paper notes, corporate notes and banker's acceptances; and,
- Debt interest rated at the time of purchase in the three highest categories by two nationally recognized standard rating services and issued by foreign nations diplomatically recognized by the United States government.

***Notes to the Basic Financial Statements  
For the Year Ended December 31, 2023***

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**NOTE 5 - CASH, CASH EQUIVALENTS, AND INVESTMENTS (Continued)**

**A. Deposits**

Custodial credit risk is the risk that in the event of bank failure, the City's deposits may not be returned. Protection of City cash and deposits is provided by the Federal Deposit Insurance Corporation as well as qualified securities pledged by the institution holding the assets. The City has no policy on custodial credit risk and is governed by the Ohio Revised Code. Ohio Law requires that deposits be placed in eligible banks or savings and loan associations located in Ohio. Any public depository in which the City places deposits must pledge as collateral eligible securities of aggregate fair value equal to the excess of deposits not insured by the Federal Deposit Insurance Corporation (FDIC). Ohio law requires that deposits be either insured or be protected by eligible securities pledged to the City and deposited with a qualified trustee by the financial institution as security for repayment whose fair value at all times shall be at least 105 percent of the deposits being secured, or participation in the Ohio Pooled Collateral System (OPCS), a collateral pool of eligible securities deposited with a qualified trustee and pledged to the Treasurer of State to secure the repayment of all public monies deposited in the financial institution. OPCS requires the total fair value of the securities pledged to be 102 percent of the deposits being secured or a rate set by the Treasurer of State.

At year end the carrying amount of the City's deposits was \$49,698,670 and the bank balance was \$50,205,636. Federal depository insurance covered \$1,920,939 of the bank balance and \$48,284,697 was exposed to custodial risk and was collateralized with securities held by the pledging financial institutions trust department or agent but not in the City's name and securities held in the Ohio Pooled Collateral System.

Investment earnings of \$1,766,739 earned by other funds were credited to the General Fund as required by state statute.

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**Notes to the Basic Financial Statements  
For the Year Ended December 31, 2023**

**NOTE 5 - CASH, CASH EQUIVALENTS, AND INVESTMENTS (Continued)**

**B. Investments**

The City's investments at December 31, 2023 were as follows:

	Fair Value	Credit Rating	Concentration of Credit Risk	Investment Maturities (in Years)			
				less than 1	1-3	3-5	more than 5
STAR Ohio	\$64,200	AAAm <sup>1</sup>	0.08%	\$64,200	\$0	\$0	\$0
Negotiable CD's	5,986,067	N/A <sup>3</sup>	7.32%	0	5,986,067	0	0
Money Market	4,106,187	AA+ <sup>1</sup> , Aaa <sup>2</sup>	5.02%	4,106,187	0	0	0
Municipal Bonds	2,856,931	*	3.49%	144,644	1,947,460	221,080	543,747
School Bonds	281,798	AA+ <sup>1</sup> , Aaa <sup>2</sup>	0.34%	281,798	0	0	0
U.S. Treasuries	18,246,000	AA+ <sup>1</sup> , Aaa <sup>2</sup>	22.30%	0	10,828,160	7,417,840	0
FNMA	4,754,612	AA+ <sup>1</sup> , Aaa <sup>2</sup>	5.81%	0	4,754,612	0	0
FHLB	26,493,732	AA+ <sup>1</sup> , Aaa <sup>2</sup>	32.38%	0	6,541,546	17,950,134	2,002,052
FFCB	9,287,691	AA+ <sup>1</sup> , Aaa <sup>2</sup>	11.35%	0	5,388,340	3,899,351	0
FHLMC	9,741,089	AA+ <sup>1</sup> , Aaa <sup>2</sup>	11.91%	0	5,896,803	978,100	2,866,186
Total Investments	<u>\$81,818,307</u>		<u>100.00%</u>	<u>\$4,596,829</u>	<u>\$41,342,988</u>	<u>\$30,466,505</u>	<u>\$5,411,985</u>

<sup>1</sup> Standard & Poor's

<sup>2</sup> Moody's Investor Service

<sup>3</sup> All are fully FDIC insured

\* Standard & Poor's ratings of AA and A+, Moody's ratings of Aa1-Aa3

The City's investments are valued using quoted fair value prices (Level 2 inputs).

*Interest Rate Risk* – The Ohio Revised Code generally limits security purchases to those that mature within five years of settlement date. The City has no policy that limits investment purchases beyond the requirements of the Ohio Revised Code.

*Investment Credit Risk* – The City has no investment policy that limits its investment choices other than the limitation of State statute for “interim” funds described previously.

*Concentration of Credit Risk* – The City places no limit on the amount the City may invest in one issuer.

*Custodial Credit Risk* – For an investment, custodial credit risk is the risk that in the event of the failure of the counterparty, the City will not be able to recover the value of its investment or collateral securities that are in the possession of an outside party.

***Notes to the Basic Financial Statements  
For the Year Ended December 31, 2023***

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**NOTE 6 - TAXES**

**A. Property Taxes**

Property taxes include amounts levied against all real estate and public utility property, and tangible personal property used in business and located in the City. Real property taxes (other than public utility) collected during 2023 were levied after October 1, 2022 on assessed values as of January 1, 2022, the lien date. Assessed values were established by the County Auditor at 35% of appraised market value. All property is required to be revalued every six years. The last revaluation was completed in 2019. Real property taxes are payable annually or semi-annually. If paid annually, payment is due January 31; if paid semiannually, the first payment is due February and the remainder payable in July. Under certain circumstances, state statute permits later payment dates to be established.

Public utility real and tangible personal property taxes collected in one calendar year are levied in the preceding calendar year on assessed values determined as of December 31 of the second year preceding the tax collection year, the lien date. Certain public utility tangible personal property is currently assessed at 100% of its true value. Public utility property taxes are payable on the same dates as real property described previously.

The County Treasurer collects property taxes on behalf of all taxing districts in the County including the City of Lancaster. The County Auditor periodically remits to the City its portion of the taxes collected.

The full tax rate for the City's operations for the year ended December 31, 2023 was \$6.40 per \$1,000 of assessed value. The assessed value upon which the 2023 property tax receipts were based was \$1,051,418,450. This amount constitutes \$1,008,349,800 in real property assessed value and \$43,068,650 in public utility property. Ohio law prohibits taxation of property from all taxing authorities in excess of 1% of assessed value without a vote of the people. Under current procedures, the City's share is .64% (6.40 mills) of assessed value.

**B. Income Tax**

The City levies a tax of 2.2%, 1.65% of which is voter approved, on all salaries, wages, commissions and other compensation and on net profits earned within the City as well as on incomes of residents earned outside the City. The City allows a credit of 100% of the first 1.0% unvoted tax paid to another municipality to a maximum of the total amount assessed.

Employers within the City are required to withhold income tax on employees' compensation and remit the tax to the City either monthly or quarterly, as required. Corporations and other individual taxpayers are required to pay their estimated tax quarterly and file a declaration annually.

***Notes to the Basic Financial Statements  
For the Year Ended December 31, 2023***

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**NOTE 7 - RECEIVABLES**

Receivables at December 31, 2023 consisted of taxes, accounts, interest, loans and intergovernmental receivables arising from shared revenues. These amounts are shown separately on the face of the financial statements with the exception of property and income taxes receivable in the amount of \$6,183,568 and \$7,762,807 respectively. Delinquents are included in the amounts presented.

***Leases Receivable*** - The City leases office space as lessor. In 2023 the City received \$54,702 in lease payments. The total lease receivable balance at December 31, 2023 was \$54,847.

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**CITY OF LANCASTER, OHIO**

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**Notes to the Basic Financial Statements  
For the Year Ended December 31, 2023**

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**NOTE 8 – INTERFUND ACCOUNTS**

Interfund balances at December 31, 2023 consist of the following individual fund receivables and payables:

	Due from Other Funds	Due to Other Funds
General Fund	\$0	\$2,978,260
.45 Police and Fire Levy	978,261	0
2021 Police and Fire Levy	978,261	0
Nonmajor Governmental Funds	1,021,738	0
Total Governmental Funds	2,978,260	2,978,260
Enterprise Funds:		
Gas	0	347,228
Port Authority	347,228	0
Total Enterprise Funds	347,228	347,228
Totals	\$3,325,488	\$3,325,488

	Advance to Other Funds	Advance from Other Funds
Nonmajor Governmental Funds	\$0	\$113,000
Enterprise Fund:		
Sanitation Fund	113,000	0
Totals	\$113,000	\$113,000

The Due to Other Funds is income tax collections due to other funds and a payment for gas purchases to the Port Authority. The Advance Loan consists of a long-term loan to be paid back in annual installments through 2031.

**NOTE 9 - TRANSFERS**

Following is a summary of transfers in and out for all funds for 2023:

Fund	Transfer In	Transfer Out
General Fund	\$0	\$1,735,666
Nonmajor Governmental Funds	2,755,604	941,938
Enterprise Funds:		
Water Fund	0	78,000
Total Transfers	\$2,755,604	\$2,755,604

Transfers are used to move revenues from the funds that statute or budget requires to collect them to the funds that statute or budget requires to expend them; to segregate money for anticipated capital projects; to provide additional resources for current operations or debt service; and to return money to the fund from which it was originally provided once a project is completed.

**CITY OF LANCASTER, OHIO****Notes to the Basic Financial Statements  
For the Year Ended December 31, 2023****NOTE 10 - CAPITAL ASSETS****A. Governmental Activities Capital Assets**

Summary by category of changes in governmental activities capital assets at December 31, 2023:

**Historical Cost:**

Class	December 31, 2022	Additions	Deletions	December 31, 2023
<b>Capital assets not being depreciated:</b>				
Land	\$19,204,645	\$0	\$0	\$19,204,645
Construction in Progress	138,933	23,010	0	161,943
Subtotal	19,343,578	23,010	0	19,366,588
<b>Capital assets being depreciated:</b>				
Buildings	18,117,920	0	(49,925)	18,067,995
Improvements Other than Buildings	8,847,111	117,358	(82,624)	8,881,845
Machinery and Equipment	7,405,784	558,550	(785,027)	7,179,307
Vehicles	9,235,416	1,269,519	(480,216)	10,024,719
Infrastructure	51,171,726	2,539,100	(165,343)	53,545,483
Subtotal	94,777,957	4,484,527	(1,563,135)	97,699,349
Total Cost	\$114,121,535	\$4,507,537	(\$1,563,135)	\$117,065,937

**Accumulated Depreciation:**

Class	December 31, 2022	Additions	Deletions	December 31, 2023
Buildings	(\$6,754,249)	(\$399,791)	\$46,474	(\$7,107,566)
Improvements Other than Buildings	(6,229,299)	(247,296)	81,013	(6,395,582)
Machinery and Equipment	(5,320,487)	(520,166)	657,661	(5,182,992)
Vehicles	(7,226,466)	(807,548)	480,216	(7,553,798)
Infrastructure	(17,017,625)	(1,108,807)	165,343	(17,961,089)
Total Depreciation	(\$42,548,126)	(\$3,083,608) *	\$1,430,707	(\$44,201,027)
<b>Net Value:</b>	<b>\$71,573,409</b>			<b>\$72,864,910</b>

\* Depreciation expenses were charged to governmental functions as follows:

Security of Persons and Property	\$555,650
Leisure Time Activities	305,514
Public Health and Welfare	22,704
Transportation	1,730,828
General Government	431,047
Internal Service Fund Capital Assets	37,865
Total Depreciation Expense	<u>\$3,083,608</u>

**Notes to the Basic Financial Statements**  
**For the Year Ended December 31, 2023**

## NOTE 10 – CAPITAL ASSETS (Continued)

**B. Business-Type Activities Capital Assets**

Summary by Category at December 31, 2023:

**Historical Cost:**

Class	December 31, 2022	Additions	Deletions	December 31, 2023
<b>Capital assets not being depreciated:</b>				
Land	\$3,784,056	\$0	\$0	\$3,784,056
Construction in Progress	39,135,016	51,017,746	0	90,152,762
Subtotal	42,919,072	51,017,746	0	93,936,818
<b>Capital assets being depreciated:</b>				
Buildings	81,285,152	0	0	81,285,152
Improvements	34,660,929	49,644	(10,857)	34,699,716
Machinery and Equipment	11,404,739	749,558	(403,063)	11,751,234
Vehicles	7,792,112	1,523,605	(127,954)	9,187,763
Infrastructure	120,488,786	948,407	0	121,437,193
Subtotal	255,631,718	3,271,214	(541,874)	258,361,058
Total Cost	\$298,550,790	\$54,288,960	(\$541,874)	\$352,297,876

**Accumulated Depreciation:**

Class	December 31, 2022	Additions	Deletions	December 31, 2023
Buildings	(\$34,217,579)	(\$1,953,590)	\$0	(\$36,171,169)
Improvements	(32,805,221)	(117,319)	10,857	(32,911,683)
Machinery and Equipment	(9,552,622)	(412,804)	302,971	(9,662,455)
Vehicles	(5,974,755)	(726,261)	127,954	(6,573,062)
Infrastructure	(59,162,167)	(3,008,852)	0	(62,171,019)
Total Depreciation	(\$141,712,344)	(\$6,218,826)	\$441,782	(\$147,489,388)
<b>Net Value:</b>	<b>\$156,838,446</b>			<b>\$204,808,488</b>

Internal service funds serve both governmental and business-type funds. Accordingly, capital assets for these funds are included as part of the above totals for governmental and business-type funds. At year-end, \$368,855 and \$62,714 of internal service funds capital assets, net of depreciation are included in the respective above amounts. Also, \$37,865 and \$16,665 of depreciation expense for the internal service funds are included in the respective above amounts.

***Notes to the Basic Financial Statements  
For the Year Ended December 31, 2023***

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**NOTE 11 – DEFINED BENEFIT PENSION PLANS**

***Net Pension Liability***

The net pension liability reported on the statement of net position represents a liability to employees for pensions. Pensions are a component of exchange transactions—between an employer and its employees—of salaries and benefits for employee services. Pensions are provided to an employee—on a deferred-payment basis—as part of the total compensation package offered by an employer for employee services each financial period. The obligation to sacrifice resources for pensions is a present obligation because it was created as a result of employment exchanges that already have occurred.

The net pension liability represents the City’s proportionate share of each pension plan’s collective actuarial present value of projected benefit payments attributable to past periods of service, net of each pension plan’s fiduciary net position. The net pension liability calculation is dependent on critical long-term variables, including estimated average life expectancies, earnings on investments, cost of living adjustments and others. While these estimates use the best information available, unknowable future events require adjusting this estimate annually.

Ohio Revised Code limits the City’s obligation for this liability to annually required payments. The City cannot control benefit terms or the manner in which pensions are financed; however, the City does receive the benefit of employees’ services in exchange for compensation including pension.

GASB 68 assumes the liability is solely the obligation of the employer, because (1) they benefit from employee services; and (2) State statute requires all funding to come from these employers. All contributions to date have come solely from these employers (which also includes costs paid in the form of withholdings from employees). State statute requires the pension plans to amortize unfunded liabilities within 30 years. If the amortization period exceeds 30 years, each pension plan’s board must propose corrective action to the State legislature. Any resulting legislative change to benefits or funding could significantly affect the net pension liability. Resulting adjustments to the net pension liability would be effective when the changes are legally enforceable.

The proportionate share of each plan’s unfunded benefits is presented as a long-term *net pension liability* on the accrual basis of accounting. Any liability for the contractually-required pension contribution outstanding at the end of the year is included in *intergovernmental payable* on both the accrual and modified accrual bases of accounting.

***Plan Description – Ohio Public Employees Retirement System (OPERS)***

Plan Description - City employees, other than full-time police and firefighters, participate in the Ohio Public Employees Retirement System (OPERS). OPERS administers three separate pension plans. The traditional pension plan is a cost-sharing, multiple-employer defined benefit pension plan. The member-directed plan is a defined contribution plan and the combined plan is a cost-sharing, multiple-employer defined benefit pension plan with defined contribution features. Effective January 1, 2022, the Combined Plan is no longer available for member selection. While members (e.g. City employees) may elect the member-directed plan and the combined plan, substantially all employee members are in OPERS’ traditional plan; therefore, the following disclosure focuses on the traditional pension plan.

**Notes to the Basic Financial Statements  
For the Year Ended December 31, 2023**

**NOTE 11 – DEFINED BENEFIT PENSION PLANS (Continued)**

OPERS provides retirement, disability, survivor and death benefits, and annual cost of living adjustments to members of the traditional plan. Authority to establish and amend benefits is provided by Chapter 145 of the Ohio Revised Code. OPERS issues a stand-alone financial report that includes financial statements, required supplementary information and detailed information about OPERS' fiduciary net position that may be obtained by visiting <https://www.opers.org/financial/reports.shtml>, by writing to the Ohio Public Employees Retirement System, 277 East Town Street, Columbus, Ohio 43215-4642, or by calling 800-222-7377.

Senate Bill (SB) 343 was enacted into law with an effective date of January 7, 2013. In the legislation, members were categorized into three groups with varying provisions of the law applicable to each group. The following table provides age and service requirements for retirement and the retirement formula applied to final average salary (FAS) for the three member groups under the traditional plan as per the reduced benefits adopted by SB 343 (see OPERS Annual Comprehensive Financial Report referenced above for additional information, including requirements for reduced and unreduced benefits):

<b>Group A</b> Eligible to retire prior to January 7, 2013 or five years after January 7, 2013	<b>Group B</b> 20 years of service credit prior to January 7, 2013 or eligible to retire ten years after January 7, 2013	<b>Group C</b> Members not in other Groups and members hired on or after January 7, 2013
<b>State and Local</b>	<b>State and Local</b>	<b>State and Local</b>
<b>Age and Service Requirements:</b> Age 60 with 60 months of service credit or Age 55 with 25 years of service credit	<b>Age and Service Requirements:</b> Age 60 with 60 months of service credit or Age 55 with 25 years of service credit	<b>Age and Service Requirements:</b> Age 57 with 25 years of service credit or Age 62 with 5 years of service credit
<b>Formula:</b> 2.2% of FAS multiplied by years of service for the first 30 years and 2.5% for service years in excess of 30	<b>Formula:</b> 2.2% of FAS multiplied by years of service for the first 30 years and 2.5% for service years in excess of 30	<b>Formula:</b> 2.2% of FAS multiplied by years of service for the first 35 years and 2.5% for service years in excess of 35

Final average Salary (FAS) represents the average of the three highest years of earnings over a member's career for Groups A and B. Group C is based on the average of the five highest years of earnings over a member's career.

Members who retire before meeting the age and years of service credit requirement for unreduced benefits receive a percentage reduction in the benefit amount. The initial amount of a member's pension benefit is vested upon receipt of the initial benefit payment for calculation of an annual cost-of-living adjustment.

When a benefit recipient has received benefits for 12 months, an annual cost of living adjustment (COLA) is provided. This COLA is calculated on the base retirement benefit at the date of retirement and is not compounded. For those retiring prior to January 7, 2013, the COLA will continue to be a 3.00% simple annual COLA. For those retiring subsequent to January 7, 2013, beginning in calendar year 2019, the COLA will be based on the average percentage increase in the Consumer Price Index, capped at 3.00%.

Benefits in the Combined Plan consist of both an age-and-service formula benefit (defined benefit) and a defined contribution element. The defined benefit element is calculated on the basis of age, FAS, and years of service. Eligibility regarding age and years of service in the Combined Plan is the same as the Traditional Pension Plan. The benefit formula for the defined benefit component of the plan for State and Local members in transition Groups A and B applies a factor of 1.00% to the member's FAS for the first 30 years of service.

***Notes to the Basic Financial Statements  
For the Year Ended December 31, 2023***

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**NOTE 11 – DEFINED BENEFIT PENSION PLANS (Continued)**

A factor of 1.25% is applied to years of service in excess of 30. The benefit formula for transition Group C applies a factor of 1.0% to the member's FAS and the first 35 years of service and a factor of 1.25% is applied to years in excess of 35. Persons retiring before age 65 with less than 30 years of service credit receive a percentage reduction in benefit. The defined contribution portion of the benefit is based on accumulated member contributions plus or minus any investment gains or losses on those contributions.

Defined contribution plan benefits are established in the plan documents, which may be amended by the OPERS's Board of Trustees. Member-Directed Plan and Combined Plan members who have met the retirement eligibility requirements may apply for retirement benefits. The amount available for defined contribution benefits in the Combined Plan consists of the member's contributions plus or minus the investment gains or losses resulting from the member's investment selections. Combined plan members wishing to receive benefits must meet the requirements for both the defined benefit and defined contribution plans. Member-directed participants must have attained the age of 55, have money on deposit in the defined contribution plan and have terminated public service to apply for retirement benefits. The amount available for defined contribution benefits in the Member-Directed Plan consists of the members' contributions, vested employer contributions and investment gains or losses resulting from the members' investment selections. Employer contributions and associated investment earnings vest over a five-year period, at a rate of 20% each year. At retirement, members may select one of several distribution options for payment of the vested balance in their individual OPERS accounts. Options include the annuitization of the benefit (which includes joint and survivor options), partial lump-sum payments (subject to limitations), a rollover of the vested account balance to another financial institution, receipt of entire account balance, net of taxes withheld, or a combination of these options. When members choose to annuitize their defined contribution benefit, the annuitized portion of the benefit is reclassified to a defined benefit. For additional information, see the Plan Statement in the OPERS Annual Comprehensive Financial Report.

Beginning in 2022, the Combined Plan will be consolidated under the Traditional Pension Plan (defined benefit plan) and the Combined Plan option will no longer be available for new hires beginning in 2022.

Funding Policy - The Ohio Revised Code (ORC) provides statutory authority for member and employer contributions as follows:

	State and Local
<b>2023 Statutory Maximum Contribution Rates</b>	
Employer	14.0 %
Employee	10.0 %
<b>2023 Actual Contribution Rates</b>	
Employer:	
Pension	14.0 %
Post-employment Health Care Benefits	0.0
Total Employer	<u>14.0 %</u>
Employee	<u>10.0 %</u>

Employer contribution rates are actuarially determined and are expressed as a percentage of covered payroll. The City's contractually required contribution was \$2,759,257 for 2023. Of this amount, \$331,980 is reported as an intergovernmental payable.



***Notes to the Basic Financial Statements  
For the Year Ended December 31, 2023***

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**NOTE 11 – DEFINED BENEFIT PENSION PLANS (Continued)**

***Plan Description – Ohio Police & Fire Pension Fund (OPF)***

Plan Description - City full-time police and firefighters participate in Ohio Police and Fire Pension Fund (OPF), a cost-sharing, multiple-employer defined benefit pension plan administered by OPF. OPF provides retirement and disability pension benefits, annual cost-of-living adjustments, and death benefits to plan members and beneficiaries. Benefit provisions are established by the Ohio State Legislature and are codified in Chapter 742 of the Ohio Revised Code. OPF issues a publicly available financial report that includes financial information and required supplementary information and detailed information about OPF fiduciary net position. The report that may be obtained by visiting the OPF website at [www.op-f.org](http://www.op-f.org) or by writing to the Ohio Police and Fire Pension Fund, 140 East Town Street, Columbus, Ohio 43215-5164.

Upon attaining a qualifying age with sufficient years of service, a member of OPF may retire and receive a lifetime monthly pension. OPF offers four types of service retirement: normal, service commuted, age/service commuted and actuarially reduced. Each type has different eligibility guidelines and is calculated using the member's average annual salary. The following discussion of the pension formula relates to normal service retirement.

For members hired after July 1, 2013, the minimum retirement age is 52 for normal service retirement with at least 25 years of service credit. For members hired on or before July 1, 2013, the minimum retirement age is 48 for normal service retirement with at least 25 years of service credit.

The annual pension benefit for normal service retirement is equal to a percentage of the allowable average annual salary. The percentage equals 2.5 percent for each of the first 20 years of service credit, 2.0 percent for each of the next five years of service credit and 1.5 percent for each year of service credit in excess of 25 years. The maximum pension of 72 percent of the allowable average annual salary is paid after 33 years of service credit. (see OP&F Annual Comprehensive Financial Report referenced above for additional information, including requirements for Deferred Retirement Option Plan provisions and reduced and unreduced benefits).

Under normal service retirement, retired members who are at least 55 years old and have been receiving OPF benefits for at least one year may be eligible for a cost-of-living allowance adjustment. The age 55 provision for receiving a COLA does not apply to those who are receiving a permanent and total disability benefit and statutory survivors. Members participating in the DROP program have separate eligibility requirements related to COLA.

Members retiring under normal service retirement, with less than 15 years of service credit on July 1, 2013, will receive a COLA equal to either 3.00% or the percent increase, if any, in the consumer price index (CPI) over the 12-month period ending on September 30 of the immediately preceding year, whichever is less. The COLA amount for members with at least 15 years of service credit as of July 1, 2013 is equal to 3.00% of their base pension or disability benefit.

Members who retired prior to July 24, 1986 or their surviving beneficiaries under optional plans are entitled to cost-of-living allowance increases. The annual increase is paid on July 1st of each year. The annual COLA increase is \$360 under a Single Life Annuity Plan with proportional reductions for optional payment plans.

**Notes to the Basic Financial Statements  
For the Year Ended December 31, 2023**

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**NOTE 11 – DEFINED BENEFIT PENSION PLANS (Continued)**

Funding Policy - The Ohio Revised Code (ORC) provides statutory authority for member and employer contributions as follows:

	<u>Police</u>	<u>Firefighters</u>
<b>2023 Statutory Maximum Contribution Rates</b>		
Employer	19.50 %	24.00 %
Employee	12.25 %	12.25
<b>2023 Actual Contribution Rates</b>		
Employer:		
Pension	19.00 %	23.50 %
Post-employment Health Care Benefits	<u>0.50</u>	<u>0.50</u>
Total Employer	<u>19.50 %</u>	<u>24.00 %</u>
Employee	12.25 %	12.25 %

Employer contribution rates are expressed as a percentage of covered payroll. The City's contractually required contribution to OPF was \$2,882,004 for 2023. Of this amount, \$245,677 is reported as an intergovernmental payable.

***Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions***

The net pension liability for OPERS was measured as of December 31, 2022, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of that date. OPF's total pension liability was measured as of December 31, 2022, and was determined by rolling forward the total pension liability as of January 1, 2022, to December 31, 2022. The City's proportion of the net pension liability was based on the City's share of contributions to the pension plan relative to the contributions of all participating entities. Following is information related to the proportionate share and pension expense:

	<u>OPERS</u>	<u>OP&amp;F</u>	<u>Total</u>
Proportionate Share of the Net Pension Liability	\$32,585,323	\$41,254,091	\$73,839,414
Proportion of the Net Pension Liability-2023	0.109474%	0.434298%	
Proportion of the Net Pension Liability-2022	<u>0.111141%</u>	<u>0.433504%</u>	
Percentage Change	<u>(0.001667%)</u>	<u>0.000794%</u>	
Pension Expense	\$4,786,371	\$5,043,581	\$9,829,952

**Notes to the Basic Financial Statements  
For the Year Ended December 31, 2023**

**NOTE 11 – DEFINED BENEFIT PENSION PLANS (Continued)**

At December 31, 2023, the City reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	OPERS	OP&F	Total
<b>Deferred Outflows of Resources</b>			
Changes in assumptions	\$344,242	\$3,720,977	\$4,065,219
Differences between expected and actual experience	1,082,352	618,795	1,701,147
Net difference between projected and actual earnings on pension plan investments	9,287,841	6,006,091	15,293,932
Change in proportionate share	26,863	16,722	43,585
City contributions subsequent to the measurement date	2,759,257	2,882,004	5,641,261
Total Deferred Outflows of Resources	<u>\$13,500,555</u>	<u>\$13,244,589</u>	<u>\$26,745,144</u>
<b>Deferred Inflows of Resources</b>			
Changes in assumptions	\$0	\$804,444	\$804,444
Differences between expected and actual experience	0	939,891	939,891
Change in proportionate share	176,017	618,864	794,881
Total Deferred Inflows of Resources	<u>\$176,017</u>	<u>\$2,363,199</u>	<u>\$2,539,216</u>

\$5,641,261 reported as deferred outflows of resources related to pension resulting from City contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ending December 31, 2024. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pension will be recognized in pension expense as follows:

Year Ending December 31:	OPERS	OP&F	Total
2024	\$1,161,663	\$642,200	\$1,803,863
2025	2,119,914	1,858,948	3,978,862
2026	2,733,863	2,189,071	4,922,934
2027	4,549,841	3,395,732	7,945,573
2028	0	(86,565)	(86,565)
Total	<u>\$10,565,281</u>	<u>\$7,999,386</u>	<u>\$18,564,667</u>

**Actuarial Assumptions - OPERS**

Actuarial valuations of an ongoing plan involve estimates of the values of reported amounts and assumptions about the probability of occurrence of events far into the future. Examples include assumptions about future employment, mortality, and cost trends. Actuarially determined amounts are subject to continual review or modification as actual results are compared with past expectations and new estimates are made about the future. Projections of benefits for financial reporting purposes are based on the substantive plan (the plan as understood by the employers and plan members) and include the types of benefits provided at the time of each valuation.

**Notes to the Basic Financial Statements  
For the Year Ended December 31, 2023**

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**NOTE 11 – DEFINED BENEFIT PENSION PLANS (Continued)**

The total pension liability in the December 31, 2022 and December 31, 2021 actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

	December 31, 2022
Wage Inflation	2.75 percent
Future Salary Increases, including inflation	2.75 to 10.75 percent including wage inflation
COLA or Ad Hoc COLA (Pre 1/7/13 retirees)	3 percent simple
COLA or Ad Hoc COLA (Post 1/7/13 retirees)	3 percent simple through 2023. 2.05 percent simple, thereafter
Investment Rate of Return	6.9 percent
Actuarial Cost Method	Individual Entry Age
	December 31, 2021
Wage Inflation	2.75 percent
Future Salary Increases, including inflation	2.75 to 10.75 percent including wage inflation
COLA or Ad Hoc COLA (Pre 1/7/13 retirees)	3 percent simple
COLA or Ad Hoc COLA (Post 1/7/13 retirees)	3 percent simple through 2022. 2.05 percent simple, thereafter
Investment Rate of Return	6.9 percent
Actuarial Cost Method	Individual Entry Age

Pre-retirement mortality rates are based on 130% of the Pub-2010 General Employee Mortality tables (males and females) for State and Local Government divisions and 170% of the Pub-2010 Safety Employee Mortality tables (males and females) for the Public Safety and Law Enforcement divisions. Post-retirement mortality rates are based on 115% of the PubG-2010 Retiree Mortality Tables (males and females) for all divisions. Post-retirement mortality rates for disabled retirees are based on the PubNS-2010 Disabled Retiree Mortality Tables (males and females) for all divisions. For all of the previously described tables, the base year is 2010 and mortality rates for a particular calendar year are determined by applying the MP-2020 mortality improvement scales (males and females) to all of these tables.

The most recent experience study was completed for the five year period ended December 31, 2020.

During 2022, OPERS managed investments in three investment portfolios: the Defined Benefit portfolio, the Health Care portfolio, and the Defined Contribution portfolio. The Defined Benefit portfolio contains the investment assets for the Traditional Pension Plan, the defined benefit component of the Combined Plan and the annuitized accounts of the Member-Directed Plan. Within the Defined Benefit portfolio contributions into the plans are all recorded at the same time, and benefit payments all occur on the first of the month. Accordingly, the money-weighted rate of return is considered to be the same for all plans within the portfolio. The annual money-weighted rate of return expressing investment performance, net of investment expenses and adjusted for the changing amounts actually invested, for the Defined Benefit portfolio was a loss of 12.1 percent for 2022.

The allocation of investment assets with the Defined Benefit portfolio is approved by the Board of Trustees as outlined in the annual investment plan. Plan assets are managed on a total return basis with a long-term objective of achieving and maintaining a fully funded status for the benefits provided through the defined benefit pension plans. The long-term expected rate of return on defined benefit investment assets was determined using a building-block method in which best-estimate ranges of expected future real estate rates of return are developed for each major asset class. These ranges are combined to produce the long-term expected real rate of return by weighting the expected future real rates of return by the target asset allocation percentage, adjusted for inflation. Best estimates of geometric rates of return were provided by the Board's investment consultant.

***Notes to the Basic Financial Statements***  
***For the Year Ended December 31, 2023***

**NOTE 11 – DEFINED BENEFIT PENSION PLANS (Continued)**

For each major class that is included in the Defined Benefit portfolio's target asset allocation as of December 31, 2022, these best estimates are summarized below:

Asset Class	Target Allocation	Long-Term Expected Real Rate of Return (Arithmetic)
Fixed Income	22.00 %	2.62 %
Domestic Equities	22.00	4.60
Real Estate	13.00	3.27
Private Equity	15.00	7.53
International Equities	21.00	5.51
Risk Parity	2.00	4.37
Other Investments	5.00	3.27
Total	100.00 %	

***Discount Rate*** The discount rate used to measure the total pension liability was 6.9 percent. The discount rate for the prior year was 6.9 percent. The projection of cash flows used to determine the discount rate assumed that contributions from plan members and those of the contributing employers are made at the statutorily required rates. Based on those assumptions, the pension plan's fiduciary net position was projected to be available to make all projected future benefits payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

***Sensitivity of the City's Proportionate Share of the Net Pension Liability to Changes in the Discount Rate*** The following table presents the City's proportionate share of the net pension liability calculated using the current period discount rate assumption of 6.9 percent, as well as what the City's proportionate share of the net pension liability would be if it were calculated using a discount rate that is one-percentage-point lower (5.9 percent) or one-percentage-point higher (7.9 percent) than the current rate:

	1% Decrease (5.90%)	Current Discount Rate (6.90%)	1% Increase (7.90%)
City's proportionate share of the net pension liability	\$48,811,733	\$32,585,323	\$19,087,869

**Notes to the Basic Financial Statements  
For the Year Ended December 31, 2023**

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**NOTE 11 – DEFINED BENEFIT PENSION PLANS (Continued)****Actuarial Assumptions – OPF**

OPF's total pension liability as of December 31, 2022 is based on the results of an actuarial valuation date of January 1, 2022, and rolled-forward using generally accepted actuarial procedures. The total pension liability is determined by OPF's actuaries in accordance with GASB Statement No. 67, as part of their annual valuation. Actuarial valuations of an ongoing plan involve estimates of reported amounts and assumptions about probability of occurrence of events far into the future. Examples include assumptions about future employment mortality, salary increases, disabilities, retirements and employment terminations. Actuarially determined amounts are subject to continual review and potential modifications, as actual results are compared with past expectations and new estimates are made about the future. Assumptions considered were: withdrawal rates, disability retirement, service retirement, DROP elections, mortality, percent married and forms of the payment, DROP interest rate, CPI-based COLA, investment returns, salary increases and payroll growth.

Key methods and assumptions used in the latest actuarial valuation, reflecting experience study results, prepared as of January 1, 2022, compared with January 1, 2021, are presented below.

	January 1, 2022	January 1, 2021
Valuation Date	January 1, 2022, with actuarial liabilities rolled forward to December 31, 2022	January 1, 2021, with actuarial liabilities rolled forward to December 31, 2021
Actuarial Cost Method	Entry Age Normal	Entry Age Normal
Investment Rate of Return	7.5 percent	7.5 percent
Projected Salary Increases	3.75 percent to 10.5 percent	3.75 percent to 10.5 percent
Payroll Growth	Inflation rate of 2.75 percent plus productivity increase rate of 0.5	Inflation rate of 2.75 percent plus productivity increase rate of 0.5
Cost of Living Adjustments	2.2 percent simple	2.2 percent simple

For the January 1, 2022 valuation, mortality for non-disabled participants is based on the Pub-2010 Below-Median Safety Amount-Weighted Healthy Retiree mortality table with rates adjusted by 96.2% for males and 98.7% for females. All rates are projected using the MP-2021 Improvement Scale.

For the January 1, 2022 valuation, mortality for disabled retirees is based on the Pub-2010 Safety Amount-Weighted Disabled Retiree mortality table with rates adjusted by 135% for males and 97.9% for females. All rates are projected using the MP-2021 Improvement Scale.

For the January 1, 2022 valuation, mortality for contingent annuitants is based on the Pub- 2010 Below-Median Safety Amount-Weighted Contingent Annuitant Retiree mortality table with rates adjusted by 108.9% for males and 131% for females. All rates are projected using the MP-2021 Improvement Scale.

For the January 1, 2022 valuation, mortality for active members is based on the Pub-2010 Below-Median Safety Amount-Weighted Employee mortality table. All rates are projected using the MP- 2021 Improvement Scale.



**Notes to the Basic Financial Statements**  
**For the Year Ended December 31, 2023**

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**NOTE 11 – DEFINED BENEFIT PENSION PLANS (Continued)**

The most recent experience study was completed for the five year period ended December 31, 2016.

The long-term expected rate of return on pension plan investments was determined using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. The assumption is intended to be a long-term assumption (30 to 50 years) and is not expected to change absent a significant change in the asset allocation, a change in the underlying inflation assumption, or a fundamental change in the market that alters expected returns in future years.

Best estimates of the long-term expected geometric real rates of return for each major asset class included in OPF's target asset allocation as of December 31, 2022 are summarized below:

<u>Asset Class</u>	<u>Target Allocation</u>	<u>Long Term Expected Real Rate of Return</u>
Cash and Cash Equivalents	0.00 %	0.00 %
Domestic Equity	18.60	4.80
Non-US Equity	12.40	5.50
Private Markets	10.00	7.90
Core Fixed Income *	25.00	2.50
High Yield Fixed Income	7.00	4.40
Private Credit	5.00	5.90
U.S. Inflation Linked Bonds *	15.00	2.00
Midstream Energy Infrastructure	5.00	5.90
Real Assets	8.00	5.90
Gold	5.00	3.60
Private Real Estate	12.00	5.30
Commodities	2.00	3.60
Total	<u>125.00 %</u>	

\* levered 2.5x

Note: Assumptions are geometric

OPF's Board of Trustees has incorporated the "risk parity" concept into OPF's asset liability valuation with the goal of reducing equity risk exposure, which reduces overall Total Portfolio risk without sacrificing return, and creating a more risk-balanced portfolio based on their relationship between asset classes and economic environments. From the notional portfolio perspective above, the Total Portfolio may be levered up to 1.25 times due to the application of leverage in certain fixed income asset classes.

***Notes to the Basic Financial Statements  
For the Year Ended December 31, 2023***

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**NOTE 11 – DEFINED BENEFIT PENSION PLANS (Continued)**

***Discount Rate*** For 2022, the total pension liability was calculated using the discount rate of 7.50 percent. The discount rate used for 2021 was 7.50 percent. The projection of cash flows used to determine the discount rate assumed the contributions from employers and from the members would be computed based on contribution requirements as stipulated by State statute. Projected inflows from investment earning were calculated using the longer-term assumed investment rate of return 7.50 percent. Based on those assumptions, the plan's fiduciary net position was projected to be available to make all future benefit payments of current plan members. Therefore, a long-term expected rate of return on pension plan investments was applied to all periods of projected benefits to determine the total pension liability.

***Sensitivity of the City's Proportionate Share of the Net Pension Liability to Changes in the Discount Rate*** Net pension liability is sensitive to changes in the discount rate, and to illustrate the potential impact the following table presents the net pension liability calculated using the discount rate of 7.50 percent, as well as what the net pension liability would be if it were calculated using a discount rate that is one percentage point lower (6.50 percent), or one percentage point higher (8.50 percent) than the current rate.

	1% Decrease (6.50%)	Current Discount Rate (7.50%)	1% Increase (8.50%)
City's proportionate share of the net pension liability	\$54,422,105	\$41,254,091	\$30,307,519

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***Notes to the Basic Financial Statements  
For the Year Ended December 31, 2023***

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**NOTE 12 - DEFINED BENEFIT OPEB PLANS**

***Net OPEB Liability***

The net OPEB liability reported on the statement of net position represents a liability to employees for OPEB. OPEB is a component of exchange transactions—between an employer and its employees—of salaries and benefits for employee services. OPEB are provided to an employee—on a deferred-payment basis—as part of the total compensation package offered by an employer for employee services each financial period. The obligation to sacrifice resources for OPEB is a present obligation because it was created as a result of employment exchanges that already have occurred.

The net OPEB liability represents the City’s proportionate share of each OPEB plan’s collective actuarial present value of projected benefit payments attributable to past periods of service, net of each OPEB plan’s fiduciary net position. The net OPEB liability calculation is dependent on critical long-term variables, including estimated average life expectancies, earnings on investments, cost of living adjustments and others. While these estimates use the best information available, unknowable future events require adjusting these estimates annually.

Ohio Revised Code limits the City’s obligation for this liability to annually required payments. The City cannot control benefit terms or the manner in which OPEB are financed; however, the City does receive the benefit of employees’ services in exchange for compensation including OPEB.

GASB 75 assumes the liability is solely the obligation of the employer, because they benefit from employee services. OPEB contributions come from these employers and health care plan enrollees which pay a portion of the health care costs in the form of a monthly premium. The Ohio revised Code permits, but does not require the retirement systems to provide healthcare to eligible benefit recipients. Any change to benefits or funding could significantly affect the net OPEB liability. Resulting adjustments to the net OPEB liability would be effective when the changes are legally enforceable. The retirement systems may allocate a portion of the employer contributions to provide for these OPEB benefits.

The proportionate share of each plan’s unfunded benefits is presented as a long-term *net OPEB liability* on the accrual basis of accounting. Any liability for the contractually-required OPEB contribution outstanding at the end of the year is included in *intergovernmental payable* on both the accrual and modified accrual bases of accounting.

***Plan Description – Ohio Public Employees Retirement System (OPERS)***

Plan Description - The Ohio Public Employees Retirement System (OPERS) administers three separate pension plans: the traditional pension plan, a cost-sharing, multiple-employer defined benefit pension plan; the member-directed plan, a defined contribution plan; and the combined plan, a cost-sharing, multiple-employer defined benefit pension plan that has elements of both a defined benefit and defined contribution plan.

***Notes to the Basic Financial Statements  
For the Year Ended December 31, 2023***

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**NOTE 12 - DEFINED BENEFIT OPEB PLANS (Continued)**

OPERS maintains a cost-sharing, multiple-employer defined benefit post-employment health care trust, which funds multiple health care plans including medical coverage, prescription drug coverage and deposits to a Health Reimbursement Arrangement to qualifying benefit recipients of both the traditional pension and the combined plans. This trust is also used to fund health care for member-directed plan participants, in the form of a Retiree Medical Account (RMA). At retirement or refund, member directed plan participants may be eligible for reimbursement of qualified medical expenses from their vested RMA balance.

Currently, Medicare-eligible retirees are able to select medical and prescription drug plans from a range of options and may elect optional vision and dental plans. Retirees and eligible dependents enrolled in Medicare Parts A and B have the option to enroll in a Medicare supplemental plan with the assistance of the OPERS Medicare Connector. The OPERS Medicare Connector is a relationship with a vendor selected by OPERS to assist retirees, spouses and dependents with selecting a medical and pharmacy plan. Monthly allowances, based on years of service and the age at which the retiree first enrolled in OPERS coverage, are deposited into an HRA. For non-Medicare retirees and eligible dependents, OPERS sponsors medical and prescription coverage through a professionally managed self-insured plan. An allowance to offset a portion of the monthly premium is offered to retirees and eligible dependents. The allowance is based on the retiree's years of service and age when they first enrolled in OPERS coverage.

Medicare-eligible retirees who choose to become re-employed or survivors who become employed in an OPERS-covered position are prohibited from participating in an HRA. For this group of retirees, OPERS sponsors secondary coverage through a professionally managed self-insured program. Retirees who enroll in this plan are provided with a monthly allowance to offset a portion of the monthly premium. Medicare-eligible spouses and dependents can also enroll in this plan as long as the retiree is enrolled.

OPERS provides a monthly allowance for health care coverage for eligible retirees and their eligible dependents. The base allowance is determined by OPERS. For those retiring on or after January 1, 2015, the allowance has been determined by applying a percentage to the base allowance. The percentage applied is based on years of qualifying service credit and age when the retiree first enrolled in OPERS health care. Monthly allowances range between 51 percent and 90 percent of the base allowance. Those who retired prior to January 1, 2015, will have an allowance of at least 75 percent of the base allowance.

Effective January 1, 2022, OPERS discontinued the group plans currently offered to non-Medicare retirees and re-employed retirees. Instead, eligible non-Medicare retirees will select an individual medical plan. OPERS will provide a subsidy or allowance via an HRA allowance to those retirees who meet health care eligibility requirements. Retirees will be able to seek reimbursement for plan premiums and other qualified medical expenses. These changes are reflected in the December 31, 2020, measurement date health care valuation.

***Notes to the Basic Financial Statements  
For the Year Ended December 31, 2023***

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**NOTE 12 - DEFINED BENEFIT OPEB PLANS (Continued)**

In order to qualify for postemployment health care coverage, age and service retirees under the traditional pension and combined plans must have 20 or more years of qualifying Ohio service credit with a minimum age of 60, or generally 30 years of qualifying service at any age. Health care coverage for disability benefit recipients and qualified survivor benefit recipients is available. The health care coverage provided by OPERS meets the definition of an Other Post Employment Benefit (OPEB) as described in GASB Statement 75. Current retirees eligible (or who become eligible prior to January 1, 2022) to participate in the OPERS health care program will continue to be eligible after January 1, 2022. Eligibility requirements will change for those retiring after January 1, 2022, with differing eligibility requirements for Medicare retirees and non-Medicare retirees. See OPERS' Annual Comprehensive Financial Report referenced below for additional information.

The Ohio Revised Code permits, but does not require OPERS to provide health care to its eligible benefit recipients. Authority to establish and amend health care coverage is provided to the Board in Chapter 145 of the Ohio Revised Code.

Disclosures for the health care plan are presented separately in the OPERS financial report. Interested parties may obtain a copy by visiting <https://www.opers.org/financial/reports.shtml>, by writing to OPERS, 277 East Town Street, Columbus, Ohio 43215-4642, or by calling (614) 222-5601 or 800-222-7377.

Funding Policy - The Ohio Revised Code provides the statutory authority requiring public employers to fund postemployment health care through their contributions to OPERS. When funding is approved by OPERS' Board of Trustees, a portion of each employer's contribution to OPERS is set aside to fund OPERS health care plans. Beginning in 2018, health care is not being funded.

Employer contribution rates are expressed as a percentage of the earnable salary of active members. In 2023, state and local employers contributed at a rate of 14.0 percent of earnable salary and public safety and law enforcement employers contributed at 18.1 percent. These are the maximum employer contribution rates permitted by the Ohio Revised Code. Active member contributions do not fund health care.

Each year, the OPERS Board determines the portion of the employer contribution rate that will be set aside to fund health care plans. The portion of employer contributions allocated to health care for members in the Traditional Pension Plan and Combined Plan was 0 percent during calendar year 2023. The OPERS Board is also authorized to establish rules for the retiree or their surviving beneficiaries to pay a portion of the health care provided. Payment amounts vary depending on the number of covered dependents and the coverage selected. The employer contribution as a percentage of covered payroll deposited into the RMA for participants in the Member-Directed Plan for 2023 was 4.0 percent.

Employer contribution rates are actuarially determined and are expressed as a percentage of covered payroll. The City's contractually required contribution was \$0 for 2023.

***Notes to the Basic Financial Statements  
For the Year Ended December 31, 2023***

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**NOTE 12 - DEFINED BENEFIT OPEB PLANS (Continued)**

***Plan Description – Ohio Police & Fire Pension Fund (OP&F)***

Plan Description – The City contributes to the Ohio Police and Fire Pension Fund (OP&F) sponsored healthcare program, a cost-sharing, multiple-employer defined post-employment health care plan administered by a third-party provider. This program is not guaranteed and is subject to change at any time upon action of the Board of Trustees. On January 1, 2019, OP&F implemented a new model for health care. Under this new model, OP&F provides eligible retirees with a fixed stipend earmarked to pay for health care and Medicare Part B reimbursements. OP&F contracted with a vendor who assists eligible retirees in choosing health care plans that are available where they live (both Medicare-eligible and pre-65 populations). A stipend funded by OP&F is available to these members through a Health Reimbursement Arrangement and can be used to reimburse retirees for qualified health care expenses.

Regardless of a benefit recipient's participation in the health care program, OP&F is required by law to pay eligible recipients of a service pension, disability benefit and spousal survivor benefit for their Medicare Part B insurance premium, up to the statutory maximum provided the benefit recipient is not eligible to receive reimbursement from any other source. Even if an OP&F member or their dependents are not eligible for a stipend, they can use the services of the third-party administrator to select and enroll in a plan. The stipend provided by OP&F meets the definition of an Other Post Employment Benefit (OPEB) as described in Governmental Accounting Standards Board (GASB) Statement No. 75. OP&F maintains funds for health care in two separate accounts: one account for health care benefits and one account for Medicare Part B reimbursements. A separate health care trust accrual account is maintained for health care benefits under IRS Code Section 115 trust. IRS Code Section 401(h) account is maintained for Medicare Part B reimbursements.

The Ohio Revised Code allows, but does not mandate, OP&F to provide OPEB benefits. Authority for the OP&F Board of Trustees to provide health care coverage to eligible participants and to establish and amend benefits is codified in Chapter 742 of the Ohio Revised Code.

OP&F issues a publicly available financial report that includes financial information and required supplementary information for the plan. The report may be obtained by visiting the OP&F website at [www.op-f.org](http://www.op-f.org) or by writing to the Ohio Police and Fire Pension Fund, 140 East Town Street, Columbus, Ohio 43215-5164.

Funding Policy – The Ohio Revised Code provides for contribution requirements of the participating employers and of plan members to the OP&F defined benefit pension plan. Participating employers are required to contribute to the pension plan at rates expressed as percentages of the payroll of active pension plan members, currently 19.5 percent and 24 percent of covered payroll for police and fire employer units, respectively. The Ohio Revised Code states that the employer contribution may not exceed 19.5 percent of covered payroll for police employer units and 24 percent of covered payroll for fire employer units. Active members do not make contributions to the OPEB Plan.



**Notes to the Basic Financial Statements**  
**For the Year Ended December 31, 2023**

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**NOTE 12 - DEFINED BENEFIT OPEB PLANS (Continued)**

The Board of Trustees is authorized to allocate a portion of the total employer contributions made into the pension plan to the Section 115 trust and the Section 401(h) account as the employer contribution for retiree health care benefits. For 2023, the portion of employer contributions allocated to health care was 0.5 percent of covered payroll. The amount of employer contributions allocated to the health care plan each year is subject to the Trustees' primary responsibility to ensure that pension benefits are adequately funded and is limited by the provisions of Sections 115 and 401(h).

The OP&F Board of Trustees is also authorized to establish requirements for contributions to the health care plan by retirees and their eligible dependents or their surviving beneficiaries. Payment amounts vary depending on the number of covered dependents and the coverage selected.

The City's contractually required contribution to OP&F was \$66,924 for 2023. Of this amount, \$5,467 is reported as an intergovernmental payable.

***OPEB Liabilities, OPEB Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEB***

The net OPEB liability and total OPEB liability for OPERS were determined by an actuarial valuation as of December 31, 2021, rolled forward to the measurement date of December 31, 2022, by incorporating the expected value of health care cost accruals, the actual health care payment, and interest accruals during the year. OP&F's total OPEB liability was measured as of December 31, 2022, and was determined by rolling forward the total OPEB liability as of January 1, 2022, to December 31, 2022. The City's proportion of the net OPEB liability was based on the City's share of contributions to the retirement plan relative to the contributions of all participating entities. Following is information related to the proportionate share and OPEB expense:

	OPERS	OP&F	Total
Proportionate Share of the Net OPEB Liability	\$689,728	\$3,092,075	\$3,781,803
Proportion of the Net OPEB Liability-2023	0.108613%	0.434298%	
Proportion of the Net OPEB Liability-2022	0.110471%	0.433504%	
Percentage Change	(0.001858%)	0.000794%	
OPEB Expense	(\$1,144,461)	\$295,823	(\$848,638)

**Notes to the Basic Financial Statements**  
**For the Year Ended December 31, 2023**

**NOTE 12 - DEFINED BENEFIT OPEB PLANS (Continued)**

At December 31, 2023, the City reported deferred outflows of resources and deferred inflows of resources related to OPEB from the following sources:

	OPERS	OP&F	Total
<b>Deferred Outflows of Resources</b>			
Changes in assumptions	\$673,679	\$1,540,919	\$2,214,598
Differences between expected and actual experience	0	184,516	184,516
Net difference between projected and actual earnings on OPEB plan investments	1,369,829	265,207	1,635,036
Change in proportionate share	775	91,157	91,932
City contributions subsequent to the measurement date	0	66,924	66,924
Total Deferred Outflows of Resources	<u>\$2,044,283</u>	<u>\$2,148,723</u>	<u>\$4,193,006</u>
<b>Deferred Inflows of Resources</b>			
Changes in assumptions	\$55,431	\$2,529,066	\$2,584,497
Differences between expected and actual experience	172,047	609,694	781,741
Change in proportionate share	0	34,962	34,962
Total Deferred Inflows of Resources	<u>\$227,478</u>	<u>\$3,173,722</u>	<u>\$3,401,200</u>

\$66,924 reported as deferred outflows of resources related to OPEB resulting from City contributions subsequent to the measurement date will be recognized as a reduction of the net OPEB liability in 2024. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to OPEB will be recognized in OPEB expense as follows:

Year Ending December 31:	OPERS	OP&F	Total
2024	\$226,941	(\$10,595)	\$216,346
2025	500,963	6,726	507,689
2026	427,154	(137,868)	289,286
2027	661,747	(73,763)	587,984
2028	0	(256,619)	(256,619)
2029	0	(284,867)	(284,867)
2030	0	(322,057)	(322,057)
2031	0	(12,880)	(12,880)
Total	<u>\$1,816,805</u>	<u>(\$1,091,923)</u>	<u>\$724,882</u>

***Notes to the Basic Financial Statements***  
***For the Year Ended December 31, 2023***

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**NOTE 12 - DEFINED BENEFIT OPEB PLANS (Continued)**

***Actuarial Assumptions - OPERS***

Actuarial valuations of an ongoing plan involve estimates of the values of reported amounts and assumptions about the probability of occurrence of events far into the future. Examples include assumptions about future employment, mortality, and cost trends. Actuarially determined amounts are subject to continual review or modification as actual results are compared with past expectations and new estimates are made about the future.

Projections of benefits for financial reporting purposes are based on the substantive plan and include the types of coverage provided at the time of each valuation and the historical pattern of sharing of costs between OPERS and plan members. The total OPEB liability was determined by an actuarial valuation as of December 31, 2021, rolled forward to the measurement date of December 31, 2022. The actuarial valuation used the following actuarial assumptions applied to all prior periods included in the measurement in accordance with the requirements of GASB 74:

Wage Inflation	2.75 percent
Projected Salary Increases, including inflation	2.75 to 10.75 percent including wage inflation
Single Discount Rate:	
Current measurement date	5.22 percent
Prior measurement date	6.00 percent
Investment Rate of Return:	
Current measurement date	6.00 percent
Prior measurement date	6.00 percent
Municipal Bond Rate:	
Current measurement date	4.05 percent
Prior measurement date	1.84 percent
Health Care Cost Trend Rate:	
Current measurement date	5.5 percent initial, 3.5 percent ultimate in 2036
Prior measurement date	5.5 percent initial, 3.5 percent ultimate in 2034
Actuarial Cost Method	Individual Entry Age Normal

Pre-retirement mortality rates are based on 130% of the Pub-2010 General Employee Mortality tables (males and females) for State and Local Government divisions and 170% of the Pub-2010 Safety Employee Mortality tables (males and females) for the Public Safety and Law Enforcement divisions. Post-retirement mortality rates are based on 115% of the PubG-2010 Retiree Mortality Tables (males and females) for all divisions. Post-retirement mortality rates for disabled retirees are based on the PubNS-2010 Disabled Retiree Mortality Tables (males and females) for all divisions. For all of the previously described tables, the base year is 2010 and mortality rates for a particular calendar year are determined by applying the MP-2020 mortality improvement scales (males and females) to all of these tables.

The most recent experience study was completed for the five year period ended December 31, 2020.

**Notes to the Basic Financial Statements**  
**For the Year Ended December 31, 2023**

**NOTE 12 - DEFINED BENEFIT OPEB PLANS (Continued)**

During 2022, OPERS managed investments in three investment portfolios: the Defined Benefit portfolio, the Health Care portfolio and the Defined Contribution portfolio. The Health Care portfolio includes the assets for health care expenses for the Traditional Pension Plan, Combined Plan and Member-Directed Plan eligible members. Within the Health Care portfolio, if any contributions are made into the plans, the contributions are assumed to be received continuously throughout the year based on the actual payroll payable at the time contributions are made. Health care-related payments are assumed to occur mid-year. Accordingly, the money-weighted rate of return is considered to be the same for all plans within the portfolio. The annual money-weighted rate of return expressing investment performance, net of investment expenses and adjusted for the changing amounts actually invested, for the Health Care portfolio was a loss of 15.6 percent for 2022.

The allocation of investment assets with the Health Care portfolio is approved by the Board of Trustees as outlined in the annual investment plan. Assets are managed on a total return basis with a long-term objective of continuing to offer a sustainable health care program for current and future retirees. OPERS' primary goal is to achieve and maintain a fully funded status for the benefits provided through the defined pension plans. Health care is a discretionary benefit. The long-term expected rate of return on health care investment assets was determined using a building-block method in which best-estimate ranges of expected future rates of return are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future rates of return by the target asset allocation percentage, adjusted for inflation. Best estimates of arithmetic rates of return were provided by OPERS investment consultant. For each major asset class that is included in the Health Care's portfolio's target asset allocation as of December 31, 2022, these best estimates are summarized in the following table:

Asset Class	Target Allocation	Weighted Average Long-Term Expected Real Rate of Return (Arithmetic)
Fixed Income	34.00 %	2.56 %
Domestic Equities	26.00	4.60
Real Estate Investment Trust	7.00	4.70
International Equities	25.00	5.51
Risk Parity	2.00	4.37
Other investments	6.00	1.84
Total	100.00 %	

**Discount Rate** A single discount rate of 5.22 percent was used to measure the OPEB liability on the measurement date of December 31, 2022. A single discount rate of 6.00 percent was used to measure the OPEB liability on the measurement date of December 31, 2021. Projected benefit payments are required to be discounted to their actuarial present value using a single discount rate that reflects (1) a long-term expected rate of return on OPEB plan investments (to the extent that the health care fiduciary net position is projected to be sufficient to pay benefits), and (2) tax-exempt municipal bond rate based on an index of 20-year general obligation bonds with an average AA credit rating as of the measurement date (to the extent that the contributions for use with the long-term expected rate are not met). This single discount rate was based on an expected rate of return on the health care investment portfolio of 6.00 percent and a municipal bond rate of 4.05 percent (Fidelity Index's "20-Year Municipal GO AA Index").

**Notes to the Basic Financial Statements**  
**For the Year Ended December 31, 2023**

**NOTE 12 - DEFINED BENEFIT OPEB PLANS (Continued)**

The projection of cash flows used to determine this single discount rate assumed that employer contributions will be made at rates equal to the actuarially determined contribution rate. Based on these assumptions, the health care fiduciary net position and future contributions were sufficient to finance health care costs through 2054. As a result, the long-term expected rate of return on health care investments was applied to projected costs through the year 2054, the duration of the projection period through which projected health care payments are fully funded.

***Sensitivity of the City's Proportionate Share of the Net OPEB Liability to Changes in the Discount Rate*** The following table presents the City's proportionate share of the net OPEB liability calculated using the single discount rate of 5.22 percent, as well as what the City's proportionate share of the net OPEB liability would be if it were calculated using a discount rate that is one-percentage-point lower (4.22 percent) or one-percentage-point higher (6.22 percent) than the current rate:

	1% Decrease (4.22%)	Current Discount Rate (5.22%)	1% Increase (6.22%)
City's proportionate share of the net OPEB liability (asset)	\$2,347,531	\$689,728	(\$678,225)

***Sensitivity of the City's Proportionate Share of the Net OPEB Liability to Changes in the Health Care Cost Trend Rate*** Changes in the health care cost trend rate may also have a significant impact on the net OPEB liability. The following table presents the net OPEB liability calculated using the assumed trend rates and the expected net OPEB liability if it were calculated using a health care cost trend rate that is 1.0 percent lower or 1.0 percent higher than the current rate.

Retiree health care valuations use a health care cost-trend assumption that changes over several years built into the assumption. The near-term rates reflect increases in the current cost of health care; the trend starting in 2023 is 5.50 percent. If this trend continues for future years, the projection indicates that years from now virtually all expenditures will be for health care. A more reasonable alternative is that in the not-too-distant future, the health plan cost trend will decrease to a level at, or near, wage inflation. On this basis, the actuaries project premium rate increases will continue to exceed wage inflation for approximately the next decade, but by less each year, until leveling off at an ultimate rate, assumed to be 3.50 percent in the most recent valuation.

	1% Decrease	Current Health Care Cost Trend Rate Assumption	1% Increase
City's proportionate share of the net OPEB liability	\$646,501	\$689,728	\$738,390

***Notes to the Basic Financial Statements  
For the Year Ended December 31, 2023***

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**NOTE 12 - DEFINED BENEFIT OPEB PLANS (Continued)**

***Actuarial Assumptions – OP&F***

OP&F's total OPEB liability as of December 31, 2022, is based on the results of an actuarial valuation date of January 1, 2022, and rolled-forward using generally accepted actuarial procedures. The total OPEB liability is determined by OP&F's actuaries in accordance with GASB Statement No. 74, as part of their annual valuation. Actuarial valuations of an ongoing plan involve estimates of reported amounts and assumptions about probability of occurrence of events far into the future. Examples include assumptions about future employment mortality, salary increases, disabilities, retirements and employment terminations. Actuarially determined amounts are subject to continual review and potential modifications, as actual results are compared with past expectations and new estimates are made about the future.

Projections of benefits for financial reporting purposes are based on the substantive plan (the plan as understood by the employers and plan members) and include the types of benefits provided at the time of each valuation and the historical pattern of sharing benefit costs between the employers and plan members to that point. The projection of benefits for financial reporting purposes does not explicitly incorporate the potential effects of legal or contractual funding limitations.

Actuarial calculations reflect a long-term perspective. For a newly hired employee, actuarial calculations will take into account the employee's entire career with the employer and also take into consideration the benefits, if any, paid to the employee after termination of employment until the death of the employee and any applicable contingent annuitant. In many cases, actuarial calculations reflect several decades of service with the employer and the payment of benefits after termination.

Key methods and assumptions used in the latest actuarial valuation, reflecting experience study results, are presented below.

Valuation Date	January 1, 2022, with actuarial liabilities rolled forward to December 31, 2022	January 1, 2021, with actuarial liabilities rolled forward to December 31, 2021
Actuarial Cost Method	Entry Age Normal	Entry Age Normal
Investment Rate of Return	7.5 percent	7.5 percent
Projected Salary Increases	3.75 percent to 10.5 percent	3.75 percent to 10.5 percent
Payroll Growth	Inflation rate of 2.75 percent plus productivity increase rate of 0.5 percent	Inflation rate of 2.75 percent plus productivity increase rate of 0.5 percent
Single discount rate	4.27 percent	2.84 percent
Cost of Living Adjustments	2.2 percent simple	2.2 percent simple

For the January 1, 2022 valuation, mortality for non-disabled participants is based on the Pub-2010 Below-Median Safety Amount-Weighted Healthy Retiree mortality table with rates adjusted by 96.2% for males and 98.7% for females. All rates are projected using the MP-2021 Improvement Scale.

For the January 1, 2022 valuation, mortality for disabled retirees is based on the Pub-2010 Safety Amount-Weighted Disabled Retiree mortality table with rates adjusted by 135% for males and 97.9% for females. All rates are projected using the MP-2021 Improvement Scale.



**Notes to the Basic Financial Statements**  
**For the Year Ended December 31, 2023**

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**NOTE 12 - DEFINED BENEFIT OPEB PLANS (Continued)**

For the January 1, 2022 valuation, mortality for contingent annuitants is based on the Pub- 2010 Below-Median Safety Amount-Weighted Contingent Annuitant Retiree mortality table with rates adjusted by 108.9% for males and 131% for females. All rates are projected using the MP-2021 Improvement Scale.

For the January 1, 2022 valuation, mortality for active members is based on the Pub-2010 Below-Median Safety Amount-Weighted Employee mortality table. All rates are projected using the MP- 2021 Improvement Scale.

The most recent experience study was completed for the five year period ended December 31, 2016.

The long-term expected rate of return on OPEB plan investments was determined using a building-block approach and assumes a time horizon, as defined in OP&F's Statement of Investment Policy. A forecasted rate of inflation serves as a baseline for the return expected. Various real return premiums over the baseline inflation rate have been established for each asset class. The long-term expected nominal rate of return has been determined by calculating a weighted average of the expected real return premiums for each asset class, adding the projected inflation rate and adding the expected return from rebalancing uncorrelated asset classes.

Best estimates of the long-term expected geometric real rates of return for each major asset class included in OPF's target asset allocation as of December 31, 2022 are summarized below:

<u>Asset Class</u>	<u>Target Allocation</u>	<u>Long Term Expected Real Rate of Return</u>
Cash and Cash Equivalents	0.00 %	0.00 %
Domestic Equity	18.60	4.80
Non-US Equity	12.40	5.50
Private Markets	10.00	7.90
Core Fixed Income *	25.00	2.50
High Yield Fixed Income	7.00	4.40
Private Credit	5.00	5.90
U.S. Inflation Linked Bonds*	15.00	2.00
Midstream Energy Infrastructure	5.00	5.90
Real Assets	8.00	5.90
Gold	5.00	3.60
Private Real Estate	12.00	5.30
Commodities	2.00	3.60
Total	<u>125.00 %</u>	

\* levered 2.5x

Note: Assumptions are geometric

***Notes to the Basic Financial Statements  
For the Year Ended December 31, 2023***

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**NOTE 12 - DEFINED BENEFIT OPEB PLANS (Continued)**

OP&F's Board of Trustees has incorporated the risk parity concept into OP&F's asset liability valuation with the goal of reducing equity risk exposure, which reduces overall Total Portfolio risk without sacrificing return, and creating a more risk-balanced portfolio based on their relationship between asset classes and economic environments. From the notional portfolio perspective above, the Total Portfolio may be levered up to 1.25 times due to the application of leverage in certain fixed income asset classes.

**Discount Rate** For 2022, the total OPEB liability was calculated using the discount rate of 4.27 percent. For 2021, the total OPEB liability was calculated using the discount rate of 2.84 percent. The projection of cash flows used to determine the discount rate assumed the contribution from employers and from members would be computed based on contribution requirements as stipulated by State statute. Projected inflows from investment earnings were calculated using the longer-term assumed investment rate of return of 7.50 percent for 2022, and 7.50 percent for 2021. Based on those assumptions, OP&F's fiduciary net position was projected to not be able to make all future benefit payments of current plan members. Therefore, a municipal bond rate of 3.65 percent at December 31, 2022 and 2.05 percent at December 31, 2021, was blended with the long-term rate of 7.50 percent, which resulted in a blended discount rate of 4.27 percent for 2022 and 2.84 percent for 2021. The municipal bond rate was determined using the Bond Buyers General Obligation 20-year Municipal Bond Index Rate. The OPEB plan's fiduciary net position was projected to be available to make all projected OPEB payments until 2035. The long-term expected rate of return on health care investments was applied to projected costs through 2035, and the municipal bond rate was applied to all health care costs after that date.

**Sensitivity of the City's Proportionate Share of the Net OPEB Liability to Changes in the Discount Rate** The net OPEB liability is sensitive to changes in the discount rate, and to illustrate the potential impact the following table presents the net OPEB liability calculated using the discount rate of 4.27 percent, as well as what the net OPEB liability would be if it were calculated using a discount rate that is one percentage point lower (3.27 percent), or one percentage point higher (5.27 percent) than the current rate.

	1% Decrease (3.27%)	Current Discount Rate (4.27%)	1% Increase (5.27%)
City's proportionate share of the net OPEB liability	\$3,807,600	\$3,092,075	\$2,487,988

**Sensitivity of the City's Proportionate Share of the Net OPEB Liability to Changes in the Health Care Cost Trend Rate** The total OPEB liability is based on a medical benefit that is a flat dollar amount; therefore, it is unaffected by a health care cost trend rate. An increase or decrease in the trend rate would have no effect on the total OPEB liability.

**Notes to the Basic Financial Statements  
For the Year Ended December 31, 2023**

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**NOTE 13 - NOTES PAYABLE**

The Ohio Revised Code provides that notes including renewal notes issued in anticipation of the issuance of general obligation bonds may be issued and outstanding from time to time up to a maximum period of 20 years from the date of issuance of the original notes. Bond anticipation notes may be retired at maturity from the proceeds of the sale of renewal notes or of the bonds anticipated by the notes, or from available funds of the City or a combination of these sources. The City is retiring its notes by the issuance of one year renewal notes with a portion of the principal being retired in accordance with the above provisions.

	Maturity Date	Balance January 1, 2023	Additions	(Reductions)	Balance December 31, 2023
Capital Projects Notes Payable:					
3.257% Street Improvement	12/31/2023	\$893,682	\$0	(\$893,682)	\$0
4.000% Street Improvement	12/31/2024	0	820,128	0	820,128
2.938% Island Capital	12/31/2023	277,202	0	(277,202)	0
4.000% Island Capital	12/31/2024	0	254,392	0	254,392
4.500% Columbian Construction	12/22/2023	720,000	0	(720,000)	0
5.600% Columbian Construction	12/15/2024	0	540,000	0	540,000
Total Capital Projects Notes Payable		<u>\$1,890,884</u>	<u>\$1,614,520</u>	<u>(\$1,890,884)</u>	<u>\$1,614,520</u>

# **CITY OF LANCASTER, OHIO**

## **Notes to the Basic Financial Statements For the Year Ended December 31, 2023**

### **NOTE 14 - LONG-TERM DEBT AND OTHER LONG-TERM OBLIGATIONS**

Long-term debt and other long-term obligations of the City at December 31, 2023 were as follows:

			Balance December 31, 2022	Additions	(Reductions)	Balance December 31, 2023	Due Within One Year
<b>Business-Type Activities:</b>							
Ohio Water Development Authority Loans (OWDA):*							
2003	2.00%	Water Treatment Plant/Clearwells/Wellfield	\$79,918	\$0	(\$7,295)	\$72,623	\$7,441
2001	3.90%	Water Treatment Plant/Clearwells/Wellfield	748,700	0	(748,700)	0	0
2009	3.27%	Water Pollution Control Plant	18,245,748	0	(1,774,398)	16,471,350	1,832,894
2021	0.70%	Water Pollution Lawrence Facility Upgrade	16,435,494	6,059,855	0	22,495,349	0
2018	0.00%	Cherokee Drive Drainage Improvements	422,438	0	(40,030)	382,408	69,529
2020	0.00%	Fifth Ave/Sixth/Ave/Forest Rose Ave CSO	3,638,804	20,286	(210,656)	3,448,434	0
2022	0.86%	Upper Hocking Water Pollution Control Facility	6,014,735	14,740,513	0	20,755,248	0
2022	2.52%	North Water Treatment Plant Replacement	3,161,696	23,416,880	0	26,578,576	0
Total Ohio Water Development Authority Loans			48,747,533	44,237,534	(2,781,079)	90,203,988	1,909,864
Revenue Bonds Payable:							
2012	2-3.5%	Refunding Water System Improvement Revenue Bond	3,065,000	0	(390,000)	2,675,000	400,000
		Premium	137,081	0	(19,582)	117,499	0
2016	3-4%	Refunding Wastewater System Improvement Revenue Bond	11,550,000	0	(855,000)	10,695,000	890,000
		Premium	1,289,263	0	(117,205)	1,172,058	0
2019	5.00%	Refunding Port Authority Gas Supply Revenue Bond	294,760,000	0	(1,355,000)	293,405,000	1,460,000
		Premium	38,175,029	0	(1,440,567)	36,734,462	0
Total Revenue Bonds Payable			348,976,373	0	(4,177,354)	344,799,019	2,750,000
General Obligation Bonds Payable:							
2023	3.25%	Sanitation System Improvements	0	3,100,000	0	3,100,000	267,000
Total General Obligation Bonds Payable			0	3,100,000	0	3,100,000	267,000
Long Term Notes:							
2022	0.70%	Various Purpose Water	1,475,000	0	(1,475,000)	0	0
2023	4.70%	Various Purpose Water	0	975,000	0	975,000	0
Total Long Term Notes			1,475,000	975,000	(1,475,000)	975,000	0
Installment Loans:*							
2022	4.11%	Street Sweeper	219,450	0	(40,428)	179,022	42,090
Total Installment Loans			219,450	0	(40,428)	179,022	42,090
Ohio Public Works Commission Loan (OWPC):*							
2018	0.00%	Cherokee Drive Drainage Improvements	242,357	0	(34,622)	207,735	34,622
Landfill Postclosure Care Liability			719,623	0	(46,228)	673,395	78,600
Compensated Absences			2,032,886	277,152	(215,975)	2,094,063	243,915
Total Business-Type Long-Term Debt			\$402,413,222	\$48,589,686	(\$8,770,686)	\$442,232,222	\$5,326,091

**Notes to the Basic Financial Statements  
For the Year Ended December 31, 2023**

**NOTE 14 - LONG-TERM DEBT AND OTHER LONG-TERM OBLIGATIONS (Continued)**

		Balance December 31, 2022	Additions	(Reductions)	Balance December 31, 2023	Due Within One Year
<b>Governmental Activities Long-Term Debt:</b>						
2014 2-3%	Refunding General Obligation Bond Payable	\$555,000	\$0	(\$275,000)	\$280,000	\$280,000
	Premium	3,823	0	(3,823)	0	0
2014 2-4%	General Obligation Bond Payable-Court Facility	6,445,000	0	(210,000)	6,235,000	215,000
	Premium	89,008	0	(4,238)	84,770	0
2014 1-3.45%	General Obligation Bond Payable - Land	230,000	0	(115,000)	115,000	115,000
	Total General Obligation Bonds Payable	7,322,831	0	(608,061)	6,714,770	610,000
2010 3.25%	Ohio Water Development Authority Loan*	201,083	0	(20,898)	180,185	21,583
2019 0.00%	State Infrastructure Bank Loan*	172,987	0	(26,728)	146,259	27,537
<b>Installment Loans:*</b>						
2013 3.30%	Fire Aerial Truck Platform	54,184	0	(54,184)	0	0
2019 3.85%	Street Master Lease Purchase	150,975	0	(74,033)	76,942	76,942
2019 3.85%	Cemetery Master Lease Purchase	28,469	0	(13,960)	14,509	14,509
2019 2.20%	Fire Pumper Master Lease Purchase	122,854	0	(122,854)	0	0
2021 2.49%	Fire Horton Medic Master Lease	231,170	0	(55,668)	175,502	57,051
2022 2.49%	Parks - Various Equipment	325,000	0	(58,617)	266,383	64,133
2022 2.49%	Street - Various Equipment	325,000	0	(58,564)	266,436	64,144
	Total Installment Loans	1,237,652	0	(437,880)	799,772	276,779
	Compensated Absences	4,628,278	872,022	(518,482)	4,981,818	673,117
	Total Governmental Activities	\$13,562,831	\$872,022	(\$1,612,049)	\$12,822,804	\$1,609,016

\* The OWDA, OPWC, SIB and Installment Loans are direct borrowings.

Internal service funds serve both governmental and business-type funds. Accordingly, long-term liabilities for them are included as part of the above totals for governmental and business-type funds. At year-end, \$79,838 and \$223,135 of internal service funds compensated absences are included in the respective above amounts.

**A. Long Term Note Payable**

Long term notes payable at December 31, 2023 consisted of Various Purpose Water Improvement Notes. The notes have a term of one year or less and were issued to finance water improvements. The City has been retiring a portion of the Various Purpose Improvement Notes as they mature and is issuing new notes for the remaining balance. The notes are dated February 3, 2023 and are due February 3, 2024, at an interest rate of 4.7%. Subsequent to year-end, the Various Purpose Improvement Notes, due February 3, 2024, were refinanced; therefore, these notes payable are recorded as long-term obligations.

***Notes to the Basic Financial Statements  
For the Year Ended December 31, 2023***

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**NOTE 14 - LONG-TERM DEBT AND OTHER LONG-TERM OBLIGATIONS (Continued)**

**B. Gas Supply Revenue Bonds, Series 2019**

In May, 2019, the Port Authority issued \$300,065,000 of gas supply revenue refunding bonds in a current refunding to redeem \$259,320,000 of gas supply revenue refunding bonds issued in July, 2014 as well as provide for the prepayment of the extension of the original prepaid gas agreement through the year 2049. The 2019 gas supply revenue refunding bonds carry an interest rate of 5.00% and are scheduled to mature on August 1, 2049, with the bonds maturing after February 1, 2025 being subject to a mandatory tender as of that date.

The principal and interest remaining to be paid on these bonds is \$512,566,750. Principal and interest paid for the current year and total customer net revenues were \$16,076,750 and \$2,729,126, respectively.

**C. Water and Wastewater Revenue Bonds**

The City has pledged future customer revenues, net of specified operating expenses, to repay Water Revenue Bonds, series 2012. The 2012 bonds were issued to partially refund 2004 bonds which were originally issued to pay the cost of constructing two 2 million gallon storage tanks and various water lines. The principal and interest remaining to be paid on these bonds is \$3,072,700. Principal and interest paid for the current year and total customer net revenues were \$513,813 and \$3,884,989, respectively.

The City has pledged future customer revenues, net of specified operating expenses, to repay Wastewater Revenue Bonds 2016. The 2016 bonds were issued to partially refund the 2008 bonds which were originally issued to pay the cost of constructing a new wastewater treatment plant. The principal and interest remaining to be paid on these bonds is \$13,185,600. Principal and interest paid for the current year and total customer net revenues were \$1,317,000 and \$7,823,162, respectively.

**D. General Obligation Bond Issuance**

In May 2023 the City issued \$3,100,000 of sanitation system improvement general obligation bonds. The bonds carry an interest rate of 3.25% and mature in 2033.

***Notes to the Basic Financial Statements  
For the Year Ended December 31, 2023***

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**NOTE 14 - LONG-TERM DEBT AND OTHER LONG-TERM OBLIGATIONS (Continued)**

**E. Ohio Water Development Authority Loans**

In 2001, the City entered into an agreement with the OWDA, as administrator for the U.S. Environmental Protection Agency (EPA), for the City to receive a loan of \$21,064,709. This loan is payable from water charges and the proceeds were used for the water treatment plant, clearwells and wellfield.

In 2003, the City entered into an agreement with the OWDA, as administrator for the U.S. Environmental Protection Agency (EPA), for the City to receive a loan of \$199,091. The proceeds were used for the water treatment plant.

In 2009, the City entered into an agreement with the OWDA, as administrator for the U.S. Environmental Protection Agency (EPA), for the City to receive a loan of \$34,396,999. The proceeds were used to build the Upper Hocking Wastewater Treatment Plant.

In 2010, the City entered into an agreement with the OWDA, as administrator for the U.S. Environmental Protection Agency (EPA), for the City to receive a loan of \$398,675. The proceeds were used to build a salt storage barn and wash bays.

In 2018, the City entered into an agreement with the OWDA, as administrator for the U.S. Environmental Protection Agency (EPA), for the City to receive a loan of \$779,572. The proceeds are being used for drainage improvements. The interest rate on the loans is 0%, per annum.

In 2020, the City entered into an agreement with the OWDA, as administrator for the U.S. Environmental Protection Agency (EPA), for the City to receive a loan of \$4,213,115. The proceeds are being used for a combined sewer overflow project. The amount is subject to change and has not been finalized. The interest rate on the loans is 0%, per annum. This loan is payable from storm water charges and is received by the City in increments as the project is completed. As of December 31, 2023, the City had received \$3,975,074, from OWDA. As of December 31, 2023, the loan has not been finalized and there is no amortization schedule for the loan.

In 2021, the City entered into an agreement with the OWDA, as administrator for the U.S. Environmental Protection Agency (EPA), for the City to receive a loan of \$22,379,560. The proceeds are being used for upgrades to the Lawrence Street Wastewater facility. The amount is subject to change and has not been finalized. The interest rate on the loans is 0.7%, per annum. This loan is payable from wastewater charges and is received by the City in increments as the project is completed. As of December 31, 2023, the City had received \$22,495,349, from OWDA. As of December 31, 2023, the loan has not been finalized and there is no amortization schedule for the loan.



***Notes to the Basic Financial Statements  
For the Year Ended December 31, 2023***

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**NOTE 14 - LONG-TERM DEBT AND OTHER LONG-TERM OBLIGATIONS (Continued)**

**E. Ohio Water Development Authority Loans (Continued)**

In 2022, the City entered into an agreement with the OWDA, as administrator for the U.S. Environmental Protection Agency (EPA), for the City to receive a loan of \$39,381,069. The proceeds are being used for upgrades to the Upper Hocking Water Pollution Control Facility. The amount is subject to change and has not been finalized. The interest rate on the loans is 0.86%, per annum. This loan is payable from wastewater charges and is received by the City in increments as the project is completed. As of December 31, 2023, the City had received \$20,755,248, from OWDA. As of December 31, 2023, the loan has not been finalized and there is no amortization schedule for the loan.

In 2022, the City entered into an agreement with the OWDA, as administrator for the U.S. Environmental Protection Agency (EPA), for the City to receive a loan of \$98,215,679. The proceeds are being used for replacement of the North Water Treatment Plant. The amount is subject to change and has not been finalized. The interest rate on the loans is 2.52%, per annum. This loan is payable from water charges and is received by the City in increments as the project is completed. As of December 31, 2023, the City had received \$26,578,576, from OWDA. As of December 31, 2023, the loan has not been finalized and there is no amortization schedule for the loan.

**F. Installment Loans**

In 2022 the City received an installment loan in the amount of \$219,450 for the purchase of a street sweeper. The loan carries an interest rate of 4.11% and matures in 2027. In 2022 the City also received two installment loans in the amount of \$325,000 each for the purchase of parks and street equipment. The loans carry an interest rate of 2.49% and mature in 2027.

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**Notes to the Basic Financial Statements**  
**For the Year Ended December 31, 2023**

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**NOTE 14 - LONG-TERM DEBT AND OTHER LONG-TERM OBLIGATIONS (Continued)****G. Future Long-Term Financing Requirements**

A summary of the City's future long-term debt funding requirements including principal and interest payments as of December 31, 2023 follows:

**Governmental Activities:**

Years	General Obligation Bond Payable		OWDA Loan	
	Principal	Interest	Principal	Interest
2024	\$610,000	\$255,606	\$21,583	\$5,245
2025	220,000	236,787	22,290	4,592
2026	230,000	229,363	23,021	3,918
2027	235,000	221,600	23,775	3,222
2028	245,000	212,787	24,554	2,503
2029-2033	1,380,000	912,000	64,962	2,955
2034-2038	1,675,000	613,200	0	0
2039-2043	2,035,000	250,800	0	0
Totals	<u>\$6,630,000</u>	<u>\$2,932,143</u>	<u>\$180,185</u>	<u>\$22,435</u>

Years	State Infrastructure Bank Loan		Installment Loan	
	Principal	Interest	Principal	Interest
2024	\$27,537	\$4,183	\$276,779	\$19,231
2025	28,368	3,351	190,016	11,847
2026	29,226	2,493	194,777	7,085
2027	59,347	1,610	138,200	2,585
2028	1,781	698	0	0
	<u>\$146,259</u>	<u>\$12,335</u>	<u>\$799,772</u>	<u>\$40,748</u>

**Notes to the Basic Financial Statements**  
**For the Year Ended December 31, 2023**

**NOTE 14 - LONG-TERM DEBT AND OTHER LONG-TERM OBLIGATIONS (Continued)**

**G. Future Long-Term Financing Requirements (Continued)**

**Business-Type Activities:**

Years	OWDA Loans		Revenue Bonds Payable		General Obligation Bonds Payable	
	Principal	Interest	Principal	Interest	Principal	Interest
2024	\$1,909,864	\$481,921	\$2,750,000	\$15,192,675	\$267,000	\$100,750
2025	1,970,441	426,335	6,680,000	15,070,575	276,000	92,073
2026	2,033,011	368,918	10,785,000	14,647,700	285,000	83,103
2027	2,097,642	309,611	11,075,000	14,115,225	294,000	73,840
2028	2,164,402	248,350	11,420,000	13,568,525	304,000	64,285
2029-2033	6,751,021	357,108	58,695,000	59,334,600	1,674,000	149,858
2034-2038	0	0	55,680,000	45,223,500	0	0
2039-2043	0	0	49,790,000	30,494,625	0	0
2044-2048	0	0	84,570,000	13,826,125	0	0
2049-2051	0	0	15,330,000	576,500	0	0
Totals	\$16,926,381	\$2,192,243	\$306,775,000	\$222,050,050	\$3,100,000	\$563,909

Years	OPWC Loans		Installment Loans	
	Principal	Interest	Principal	Interest
2024	\$34,622	\$0	\$42,090	\$7,355
2025	34,622	0	43,819	5,626
2026	34,622	0	45,619	3,826
2027	34,622	0	47,494	1,951
2028	34,622	0	0	0
2029-2033	34,625	0	0	0
Totals	\$207,735	\$0	\$179,022	\$18,758

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***Notes to the Basic Financial Statements  
For the Year Ended December 31, 2023***

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**NOTE 14 - LONG-TERM DEBT AND OTHER LONG-TERM OBLIGATIONS (Continued)**

**H. Defeased Debt**

In June 2012, the City defeased \$5,915,000 of Water Revenue Bonds dated September, 2004 (the "2004 Bonds") through the issuance of \$5,795,000 of Water Revenue Bonds. The net proceeds of the 2012 Bonds have been invested in obligations guaranteed as to both principal and interest by the United States and placed in irrevocable escrow accounts which, including interest earned, will be used to pay the principal and interest on the refunded bonds. The refunded bonds, which have an outstanding balance of \$2,885,000 at December 31, 2023, are not included in the City's outstanding debt since the City has in-substance satisfied its obligations through the advance refunding.

In June 2012, the City defeased \$3,665,000 of Wastewater Revenue Bonds dated September, 2004 (the "2004 Bonds") through the issuance of \$3,680,000 of Wastewater Revenue Bonds. The net proceeds of the 2012 Bonds have been invested in obligations guaranteed as to both principal and interest by the United States and placed in irrevocable escrow accounts which, including interest earned, will be used to pay the principal and interest on the refunded bonds. The refunded bonds, which have an outstanding balance of \$1,790,000 at December 31, 2023, are not included in the City's outstanding debt since the City has in-substance satisfied its obligations through the advance refunding.

In June 2016, the City defeased \$15,885,000 of Wastewater Revenue Bonds dated September, 2008 (the "2008 Bonds") through the issuance of \$15,395,000 of Wastewater Revenue Bonds. The net proceeds of the 2016 Bonds have been invested in obligations guaranteed as to both principal and interest by the United States and placed in irrevocable escrow accounts which, including interest earned, will be used to pay the principal and interest on the refunded bonds. The refunded bonds, which have an outstanding balance of \$11,200,000 at December 31, 2023, are not included in the City's outstanding debt since the City has in-substance satisfied its obligations through the advance refunding.

**Notes to the Basic Financial Statements  
For the Year Ended December 31, 2023**

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**NOTE 15 - DERIVATIVE INSTRUMENTS****A. Composition of Derivative Instruments**

The fair value balances and notional amounts of derivative instruments outstanding as of December 31, 2023, classified by type, are as follows:

	<u>Notional Amount</u>	<u>Fair Value</u>	<u>Counterparty Credit Rating</u>
Positive Cash Flow Hedge:			
Pay-variable, receive fixed commodity swap	52,680,723 mmbtu	\$ 177,310,155	A-

All fair values are classified as derivative instruments on the Statement of Net Position. The increase in fair values of these derivatives instruments was \$111,327,776 for 2023. As these commodity swaps are considered hedging derivatives instruments, the change in fair value is reflected within deferred inflows on the Statement of Net Position. The fair values of the commodity swaps are based on forward prices from established indexes for the applicable region and discounted using established interest rate indexes. The fair value of the derivatives is calculated based on current market rates (Level 2 inputs).

**B. Objective and Terms of Hedging Derivative Instruments**

The following table displays the objective and terms of the Port Authority hedging derivative instruments outstanding at December 31, 2023:

<u>Type</u>	<u>Objective</u>	<u>Maturity Date</u>	<u>Terms</u>
Pay-variable, receive fixed commodity swap	The Port Authority has entered into a fixed to floating commodity swap in connection with the natural gas prepay transaction. The purpose of the Commodity Swap is to correlate gas sales revenues the Port Authority receives based on floating natural gas indices to a fixed stream of payments necessary to make debt service payments on its Bonds.	2049	The commodity swap extends to the date of the final maturity of the related Natural Gas Supply Agreements. The commodity swap requires monthly payments based on a notional quantity of natural gas that corresponds to the volume of natural gas sold pursuant to the related Natural Gas Supply Agreements. Payments under the commodity swap are based on nationally published gas indices at the gas delivery points.

***Notes to the Basic Financial Statements  
For the Year Ended December 31, 2023***

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**NOTE 15 - DERIVATIVE INSTRUMENTS (Continued)**

**C. Commodity Swap Risks**

**Termination Risk:** The Commodity Swaps terminate in the event of a “triggering event” under the related Prepaid Natural Gas Sales Agreements, in the event of the Port Authority or counterparty nonperformance, and in connection with other specified events. Under the Commodity Swaps no payment, in the amount of the fair value or otherwise, is to be made by the Swap Counterparty in connection with an early termination of such swap. However, if the Commodity Swaps are terminated as a result of the Port Authority’s default or as a result of the termination of the Prepaid Natural Gas Sales Agreements, the Port Authority would be obligated to pay a termination payment to the Swap Counterparty based on the net present value of the remaining notional quantities of gas during the remaining term multiplied by a fixed amount.

**Credit Risk:** The Commodity Swaps are tied to related gas prepay transactions and terminate in the event such transactions terminate. Therefore, the only credit risk associated with the Commodity Swaps is for margins lost on future commodity deliveries associated with a termination of the related gas prepay transactions in the event of a counterparty’s inability to perform in accordance with the terms of the related Commodity Swaps. Generally, the only amounts due upon termination of the Commodity Swap would be previously accrued but unpaid amounts. If the Swap Counterparty is rated below "A1" by Moody’s Investors Service, Inc., the Swap Counterparty is permitted to post collateral or post an alternative security arrangement within twenty-five Local Business Days of such downgrade. The Swap Counterparty must provide the Port Authority adequate assurances of Swap Counterparty’s ability to continue performing under all Transactions, which adequate assurances must be satisfactory to the Port Authority.

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***Notes to the Basic Financial Statements  
For the Year Ended December 31, 2023***

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**NOTE 16 - INSURANCE AND RISK MANAGEMENT**

The City is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees and natural disasters.

Insurance for property holds a \$10,000 disappearing deductible, general liability holds a \$25,000 deductible. The City carries a \$25,000 deductible for both police and professional liability insurance. The City also has an umbrella policy with Selective Insurance Company for claims in excess of \$1,000,000. The City has a Cyber Liability Insurance through Travelers in the amount of \$1,000,000 with a \$25,000 deductible.

There has been no significant reduction in insurance coverages from coverages in the prior year. In addition, settled claims resulting from these risks have not exceeded commercial insurance coverages in any of the past three fiscal years.

The City pays unemployment claims to the State of Ohio as incurred.

The City pays the State Workers' Compensation System a premium based on a rate per \$100 of salaries. This rate is calculated based on accident history and administrative costs.

On July 1, 2020, the City became independently self-funded for health, dental, and prescription drug benefits. The City contracts with United Health Care for medical and prescription claims servicing and Delta Dental for dental claims servicing. The City has stop loss coverage through United Health Care for medical claims exceeding \$150,000 per covered member per year. The City has no stop loss coverage for dental claims. Premiums are paid into an internal service fund by all funds having compensated employees based on an analysis of historical claims experience, the desired fund balances and the number of active participating employees. The monies paid into the Health Insurance Management Fund (internal service fund) are available to pay claims.

The City offers a vision plan that is fully insured through VSP. Employees pay 100% of the premium cost for vision coverage.

The claims liability of \$328,819 reported at December 31, 2023 is based on an estimate provided by an actuary for medical and dental claims. The estimate was not affected by incremental claim adjustment expenses and does not include other allocated or unallocated claim adjustment expenses. Changes in claims activity for the past two years, including medical, surgical, prescription drug, and dental are as follows:

Fiscal Year	Beginning of Year Liability	Current Year Claims and Changes in Estimates	Claims Payments	End of Year Liability
2022	\$555,477	\$7,161,955	(\$7,416,870)	\$300,562
2023	\$300,562	\$8,235,077	(\$8,206,820)	\$328,819



***Notes to the Basic Financial Statements  
For the Year Ended December 31, 2023***

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**NOTE 17 - SIGNIFICANT COMMITMENTS**

As of December 31, 2023, the City had the following commitments with respect to capital improvements:

<u>Capital Project</u>	<u>Remaining Construction Commitment</u>
Water Pollution - Lawrence Street	\$817,316
Sanitation Transfer Station	2,145,971
Water Pollution - Lateral D PH2 Campground Road	23,793,085
Water Pollution - Upper Hocking	15,855,314
Water - South Water Plant	3,832,839
Water - North Water Plant	69,806,312
	<u>\$116,250,837</u>

The City utilizes encumbrance accounting as part of its budgetary controls. Encumbrances outstanding at year end may be reported as part of restricted, committed, or assigned classifications of fund balance. At year end, the significant cash basis commitments for encumbrances were \$1,764,194 in the Gas Fund.

**NOTE 18 - SOLID WASTE LANDFILL CLOSURE AND POSTCLOSURE CARE COSTS**

In 1976, the City stopped accepting waste at the City of Lancaster Landfill. In 1988, the Ohio Environmental Protection Agency filed a complaint against the City. The recognition of a liability for closure and postclosure care costs is based on landfill capacity used to date. The City Landfill is at 100% capacity. The consent order was approved in December 1996 by all respective parties involved and filed in January of 1997. The consent order required the City to place a final cover on the landfill site as well as perform certain maintenance and monitoring functions at the site for thirty years after closure.

The City has accrued a liability for landfill closure and postclosure care costs in the Sanitation Fund of \$673,395. These costs are funded by a sanitation rate increase that became effective April 1, 1997. The rate will remain in effect for twenty-five years to cover annual postclosure care costs. The remaining five years of postclosure care costs will be funded by \$575,670 which has been placed in a restricted account. The estimated costs of postclosure care are subject to changes corresponding to the effects of inflation, revision of laws and other variables.

**NOTE 19 - JOINTLY GOVERNED ORGANIZATIONS**

**A. Fairfield Metropolitan Housing Authority (the "Authority")**

The Authority was created in 1980 and currently operates pursuant of Revised Code section 3735.27. A five-member board operates the Authority of which two are appointed by the City. The remaining three members are appointed by Fairfield County. The Authority adopts their own appropriations, is their own contracting authority, hires/fires personnel, authorizes all expenditures, and does not rely on the City or Fairfield County to finance its deficits. The Authority receives funding from the federal government in the form of grants. Grant funds are received directly by the Authority in the Authority's name. Although the City appoints members to the board, continued existence of the Board is not dependent upon the City's continued participation, no equity interest exists, and no debt is outstanding. Complete financial information can be obtained from the Fairfield Metropolitan Housing Authority, 315 North Columbus Street, Suite 200 Lancaster, Ohio.

***Notes to the Basic Financial Statements  
For the Year Ended December 31, 2023***

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**NOTE 19 - JOINTLY GOVERNED ORGANIZATIONS (Continued)**

**B. Lancaster-Fairfield County Community Action Agency (the “Agency”)**

The Agency is a non-profit corporation organized to plan, conduct, and coordinate programs designed to combat social and economic problems and to help eliminate conditions of poverty within Fairfield County. A fifteen-member board governs the Agency. This board is made up of five representatives from the public sector, five representatives from the private sector, and five representatives from the low-income sector. The Fairfield County Recorder, the Fairfield County Commissioners, and the Fairfield County Sheriff appoint three representatives from the public sector. Continued existence of the Agency is not dependent upon the City’s continued participation, nor does the City have an equity interest in the Agency, and no debt is outstanding.

**C. Fairfield Regional Planning Commission (the “Commission”)**

The City participates in this Commission which is a statutorily created political subdivision of the State. The Commission is jointly governed by Fairfield County, municipalities, and townships. The City appoints one of the 48 members of the Commission’s board. Monies are contributed to the Commission based on the population of the City which serves as a membership fee. Continued existence of the Commission is not dependent on the City’s continued participation. There is no equity interest and no debt is outstanding.

**D. Fairfield County Family, Adult and Children First (the “Council”)**

The Council was created under Ohio Revised Code Section 121.37. Fairfield County has established a Council made up of the following members: the Director of the Fairfield County Community Mental Health Services Recovery Board; the Health Commissioner of the Fairfield County Health Department; the Director of Fairfield County Human Services; the Director of the Children’s Services Department; the Superintendent of Fairfield County MRDD; the Fairfield County Juvenile Court Judge; the Superintendent of Lancaster City Schools and Fairfield County Board of Education; the City of Lancaster; the Chair of the Fairfield County Commissioners; the State Department of Youth Services Regional Representative; a representative from the County Head Start Agencies; a representative of the County’s early intervention collaborative established pursuant to the federal early intervention program operated under the “Education of the Handicapped Act Amendments of 1986”; and at least three individuals representing the interests of families in the county. Where possible, the number of members representing families shall be equal to twenty percent of the Council’s remaining membership. The City participates in the Council. The Council’s revenues consist of operating grants along with pooled funding from other government sources. Continued existence of the Council is not dependent on the City’s continued participation, no equity interest exists, and no debt is outstanding.

***Notes to the Basic Financial Statements  
For the Year Ended December 31, 2023***

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**NOTE 19 - JOINTLY GOVERNED ORGANIZATIONS (Continued)**

**E. Fairfield County Multi-System Youth Committee (the “Committee”)**

The Committee is a group of agencies that coordinates the provision of services to multi-need youth in the area. Members of the Committee include representatives of the Fairfield County Youth Services, the Fairfield County Board of MRDD, the Fairfield County Juvenile Court, the Fairfield County Board of Education, the Fairfield County ADAMHS Board, the Fairfield County Children Services, the Fairfield County Health Department, New Horizons, the local office of the Rehabilitation Services Commission, the Fairfield Drug and Alcohol Recovery Center, and the Lancaster City Board of Education. Operations are paid out of a balance of remaining state and federal grants. The Committee is not dependent upon the continued participation of the City, no equity interest exists, and no debt is outstanding.

**F. Community Corrections Board (the “Board”)**

The Board is created by Ohio Revised Code Section 5149.30 and other related sections. The Board is made up of fifteen members that are appointed in accordance with the by-laws of the Board. Three of the members are City officials and include the Law Director, the City Police Chief, and the Municipal Court Judge. The Board prepares and administers the Community Corrections Planning Grant. This Board was a joint effort of the City and Fairfield County. The County acts as fiscal agent for this Board since the original grant was in the County’s name. Continued existence of the Board is not dependent on the City’s continued participation. There is no equity interest and no debt is outstanding.

**G. Fairfield, Hocking and Athens Counties Council of Governments on Major Crimes Investigations (the “Council”)**

The Council is a regional council of governments, created in 2001 under Ohio Revised Code Section 167.01. Their purpose is to provide additional police protection to the citizens of Fairfield, Hocking, and Athens Counties to reduce the influence and effects of illegal drug trafficking activities and other major crimes. The Council has a seven member Governing Board which consists of one County Commissioner or designee from each county, and the Mayor, City Manager, or designee from each of the following cities: City of Lancaster, City of Pickerington, City of Logan and City of Athens. The Council also has a twelve member Operating Board which handles the daily operations and reports to the Governing Board. The Operating Board consists of the following: the Fairfield, Hocking, and Athens County Sheriffs and Prosecuting Attorneys, and the Chiefs of Police from the four cities listed above and the Chiefs of Police from the City of Nelsonville and of Ohio University. The Council’s revenues will consist of an annual grant applied for by the Fairfield County Commissioners that is given to the Council to maintain and local matches from the involved entities. Continued existence of the Board is not dependent upon the City’s continued participation, no equity interest exists, and no debt is outstanding.

***Notes to the Basic Financial Statements  
For the Year Ended December 31, 2023***

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**NOTE 19 - JOINTLY GOVERNED ORGANIZATIONS (Continued)**

**H. Mid-Ohio Regional Planning Commission (MORPC)**

The City is a participant in the Mid-Ohio Regional Planning Commission (MORPC), a jointly governed organization. MORPC is composed of 74 representatives appointed by member governments who make up the Commission, the policy-making body of MORPC, and the oversight board. MORPC is a voluntary association of local governments in central and south central Ohio and a regional planning agency whose membership includes over 60 political subdivisions in and around Franklin, Ross, Fayette, Delaware, Knox, Marion, Morrow, Union, Pickaway, Madison, Licking, Hocking, Logan, Perry, and Fairfield counties, Ohio. The purpose of the organization is to improve the quality of life for member communities by improving housing conditions, to promote and support livability/sustainability measures as a means of addressing regional growth challenges, and to administer and facilitate the availability of regional environmental infrastructure program funding to the full advantage of MORPC's members.

**NOTE 20 - CONTINGENCIES**

The City is a party to various legal proceedings which seek damages or injunctive relief generally incidental to its operations and pending projects. The City's management is of the opinion that the ultimate disposition of various claims and legal proceedings will not have a material effect, if any, on the financial condition of the City.

For the period January 1, 2023 to December 31, 2023, the City received federal and state grants for specific purposes that are subject to reviews and audit by grantor agencies or their designee. Such audits could lead to a request for reimbursement to the grantor agency for expenditures disallowed under the terms of the grant. Based on prior experience, the City believes such disallowance, if any, would be immaterial.

**NOTE 21 – ASSET RETIREMENT OBLIGATION**

Ohio Revised Code Section 6111.44 requires the City to submit any changes to their sewage treatment system to the Ohio EPA for approval. Through this permitting process, the City would be responsible to address any public safety issues associated with their sewage treatment facilities and the permit would specify the procedures required to dispose of all or part of the sewage treatment plant. At this time, the City has not applied for, nor does it have, an approved permit from Ohio EPA to dispose of all or part of its sewage treatment plant. Due to the lack of specific legal requirements for retiring the sewage treatment plant, the City has determined that the amount of the Asset Retirement Obligation (ARO) associated with this capital asset cannot be reasonably estimated at this time.

***Notes to the Basic Financial Statements  
For the Year Ended December 31, 2023***

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**NOTE 22 - SIGNIFICANT ESTIMATES AND CONCENTRATIONS**

Accounting principles generally accepted in the United States of America require disclosure of certain significant estimates and current vulnerabilities due to certain concentrations. Those matters include the following:

**A. Major Suppliers**

The Port Authority purchased all of its natural gas supply from the Royal Bank of Canada. There are a limited number of national gas suppliers with which the Port Authority could contract under prepay gas transactions and any disruption of deliveries under the supply contracts could have an impact on the Port Authority's operations.

**B. Current Economic Conditions**

The Port Authority survived the past few years of economic decline with relatively minor implications of both industrial demand for natural gas and the overall economy and revenue. The City of Lancaster's growth of all economic sectors of residential, commercial, and industrial activities has resumed to pre-recession levels and is expected to grow its population at historic level of approximately one percent per year

The Port Authority continually monitors the demand for natural gas against the provisions of the pre-pay transaction to assess the long-term feasibility of continuing the program as it is currently structured. The Port Authority continues to make all financial decisions and commitments with available cash and will not borrow funds against this transaction. The Port Authority is exploring other types of projects as it moves forward to maintain its overall goal of improving the economic development within the City of Lancaster.

**NOTE 23- SUBSEQUENT EVENTS**

In February 2024, the City issued \$475,000 of 1 year renewal general obligation notes payable for water improvements. The notes carry an interest rate of 4.75%.



*REQUIRED SUPPLEMENTARY INFORMATION*

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**CITY OF LANCASTER, OHIO*****Schedule of City's Proportionate Share of the Net Pension Liability  
Last Ten Years*****Ohio Public Employees Retirement System**

Year	2014	2015	2016	2017
City's proportion of the net pension liability	0.107214%	0.107214%	0.106637%	0.102972%
City's proportionate share of the net pension liability	\$12,639,134	\$12,931,207	\$18,470,873	\$23,383,190
City's covered payroll	\$12,633,231	\$13,144,467	\$13,283,725	\$13,311,258
City's proportionate share of the net pension liability as a percentage of its covered payroll	100.05%	98.38%	139.05%	175.66%
Plan fiduciary net position as a percentage of the total pension liability	86.36%	86.45%	81.08%	77.25%

Source: City Auditor's Office and the Ohio Public Employees Retirement System

**Ohio Police and Fire Pension Fund**

Year	2014	2015	2016	2017
City's proportion of the net pension liability	0.464319%	0.464319%	0.465095%	0.449586%
City's proportionate share of the net pension liability	\$22,613,773	\$24,053,640	\$29,919,887	\$28,476,326
City's covered payroll	\$8,245,423	\$9,092,747	\$9,346,715	\$9,604,901
City's proportionate share of the net pension liability as a percentage of its covered payroll	274.26%	264.54%	320.11%	296.48%
Plan fiduciary net position as a percentage of the total pension liability	73.00%	71.71%	66.77%	68.36%

Source: City Auditor's Office and the Ohio Police and Fire Pension Fund

Notes: The City implemented GASB Statement 68 in 2015.

The schedule is reported as of the measurement date of the Net Pension Liability.

See accompanying notes to the Required Supplementary Information

**CITY OF LANCASTER, OHIO**

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<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>
0.105408%	0.106715%	0.106490%	0.111471%	0.111141%	0.109474%
\$16,536,473	\$29,227,075	\$21,048,471	\$16,578,243	\$9,724,438	\$32,585,323
\$13,922,223	\$14,414,043	\$14,982,743	\$15,775,121	\$16,221,293	\$17,106,121
118.78%	202.77%	140.48%	105.09%	59.95%	190.49%
84.66%	74.70%	82.17%	86.88%	92.62%	75.74%

<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>
0.456191%	0.457354%	0.446472%	0.432831%	0.433504%	0.434298%
\$27,998,502	\$37,332,171	\$30,076,732	\$29,506,498	\$27,082,829	\$41,254,091
\$9,816,433	\$10,225,157	\$10,572,263	\$10,530,103	\$10,932,624	\$11,659,953
285.22%	365.10%	284.49%	280.21%	247.72%	353.81%
70.91%	63.07%	69.89%	70.65%	75.03%	62.90%

**CITY OF LANCASTER, OHIO**

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***Schedule of City Pension Contributions  
Last Ten Years***

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**Ohio Public Employees Retirement System**

Year	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>
Contractually required contribution	\$1,577,336	\$1,594,047	\$1,597,351	\$1,809,889
Contributions in relation to the contractually required contribution	<u>1,577,336</u>	<u>1,594,047</u>	<u>1,597,351</u>	<u>1,809,889</u>
Contribution deficiency (excess)	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
City's covered payroll	\$13,144,467	\$13,283,725	\$13,311,258	\$13,922,223
Contributions as a percentage of covered payroll	12.00%	12.00%	12.00%	13.00%

Source: City Auditor's Office and the Ohio Public Employees Retirement System

**Ohio Police and Fire Pension Fund**

Year	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>
Contractually required contribution	\$1,942,722	\$1,995,215	\$2,045,844	\$2,085,992
Contributions in relation to the contractually required contribution	<u>1,942,722</u>	<u>1,995,215</u>	<u>2,045,844</u>	<u>2,085,992</u>
Contribution deficiency (excess)	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
City's covered payroll	\$9,092,747	\$9,346,715	\$9,604,901	\$9,816,433
Contributions as a percentage of covered payroll	21.37%	21.35%	21.30%	21.25%

Source: City Auditor's Office and the Ohio Police and Fire Pension Fund

Notes: The City implemented GASB Statement 68 in 2015.

See accompanying notes to the Required Supplementary Information

**CITY OF LANCASTER, OHIO**

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<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>
\$2,017,966	\$2,097,584	\$2,208,517	\$2,270,981	\$2,394,857	\$2,759,257
<u>2,017,966</u>	<u>2,097,584</u>	<u>2,208,517</u>	<u>2,270,981</u>	<u>2,394,857</u>	<u>2,759,257</u>
<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
\$14,414,043	\$14,982,743	\$15,775,121	\$16,221,293	\$17,106,121	\$19,708,979
14.00%	14.00%	14.00%	14.00%	14.00%	14.00%

<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>
\$2,178,981	\$2,256,121	\$2,248,177	\$2,340,240	\$2,498,331	\$2,882,004
<u>2,178,981</u>	<u>2,256,121</u>	<u>2,248,177</u>	<u>2,340,240</u>	<u>2,498,331</u>	<u>2,882,004</u>
<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
\$10,225,157	\$10,572,263	\$10,530,103	\$10,932,624	\$11,659,953	\$13,384,625
21.31%	21.34%	21.35%	21.41%	21.43%	21.53%

**CITY OF LANCASTER, OHIO**

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***Schedule of City's Proportionate Share of the Net Other Postemployment Benefits (OPEB)  
Liability (Asset)  
Last Seven Years***

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**Ohio Public Employees Retirement System**

Year	2017	2018	2019
City's proportion of the net OPEB liability (asset)	0.102590%	0.104580%	0.105930%
City's proportionate share of the net OPEB liability (asset)	\$10,361,938	\$11,356,618	\$13,810,771
City's covered payroll	\$13,311,258	\$13,922,223	\$14,414,043
City's proportionate share of the net OPEB liability (asset) as a percentage of its covered payroll	77.84%	81.57%	95.81%
Plan fiduciary net position as a percentage of the total OPEB liability (asset)	54.50%	54.14%	46.33%

Source: City Auditor's Office and the Ohio Public Employees Retirement System

**Ohio Police and Fire Pension Fund**

Year	2017	2018	2019
City's proportion of the net OPEB liability	0.449586%	0.456191%	0.457354%
City's proportionate share of the net OPEB liability	\$21,340,836	\$25,847,143	\$4,164,910
City's covered payroll	\$9,604,901	\$9,816,433	\$10,225,157
City's proportionate share of the net OPEB liability as a percentage of its covered payroll	222.19%	263.30%	40.73%
Plan fiduciary net position as a percentage of the total OPEB liability	15.96%	14.13%	46.57%

Source: City Auditor's Office and the Ohio Police and Fire Pension Fund

Notes: The City implemented GASB Statement 75 in 2018.

Information prior to 2017 is not available.

The schedule is reported as of the measurement date of the Net OPEB Liability.

See accompanying notes to the Required Supplementary Information

**CITY OF LANCASTER, OHIO**

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<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>
0.105793%	0.110626%	0.110471%	0.108613%
\$14,612,762	(\$1,978,928)	(\$3,478,447)	\$689,728
\$14,982,743	\$15,775,121	\$16,221,293	\$17,106,121

97.53%	(12.54%)	(21.44%)	4.03%
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47.80%	115.57%	128.23%	94.79%
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<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>
0.446472%	0.432831%	0.433504%	0.434298%
\$4,410,129	\$4,585,919	\$4,751,578	\$3,092,075
\$10,572,263	\$10,530,103	\$10,932,624	\$11,659,953

41.71%	43.55%	43.46%	26.52%
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47.08%	45.42%	46.86%	52.59%
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**CITY OF LANCASTER, OHIO*****Schedule of City's Other Postemployment Benefit (OPEB) Contributions  
Last Ten Years*****Ohio Public Employees Retirement System**

Year	2014	2015	2016	2017
Contractually required contribution	\$262,889	\$265,675	\$266,225	\$139,222
Contributions in relation to the contractually required contribution	262,889	265,675	266,225	139,222
Contribution deficiency (excess)	\$0	\$0	\$0	\$0
City's covered payroll	\$13,144,467	\$13,283,725	\$13,311,258	\$13,922,223
Contributions as a percentage of covered payroll	2.00%	2.00%	2.00%	1.00%

Source: City Auditor's Office and the Ohio Public Employees Retirement System

**Ohio Police and Fire Pension Fund**

Year	2014	2015	2016	2017
Contractually required contribution	\$45,464	\$46,734	\$48,025	\$49,080
Contributions in relation to the contractually required contribution	45,464	46,734	48,025	49,080
Contribution deficiency (excess)	\$0	\$0	\$0	\$0
City's covered payroll	\$9,092,747	\$9,346,715	\$9,604,901	\$9,816,433
Contributions as a percentage of covered payroll	0.50%	0.50%	0.50%	0.50%

Source: City Auditor's Office and the Ohio Police and Fire Pension Fund

Notes: The City implemented GASB Statement 75 in 2018.

See accompanying notes to the Required Supplementary Information



**CITY OF LANCASTER, OHIO**

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<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>
\$0	\$0	\$0	\$0	\$0	\$0
<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
\$14,414,043	\$14,982,743	\$15,775,121	\$16,221,293	\$17,106,121	\$19,708,979
0.00%	0.00%	0.00%	0.00%	0.00%	0.00%

<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>
\$51,119	\$52,864	\$52,648	\$54,662	\$58,299	\$66,924
<u>51,119</u>	<u>52,864</u>	<u>52,648</u>	<u>54,662</u>	<u>58,299</u>	<u>66,924</u>
<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
\$10,225,157	\$10,572,263	\$10,530,103	\$10,932,624	\$11,659,953	\$13,384,625
0.50%	0.50%	0.50%	0.50%	0.50%	0.50%

***Notes to the Required Supplementary Information  
For the Year Ended December 31, 2023***

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**NET PENSION LIABILITY**

**OHIO PUBLIC EMPLOYEES RETIREMENT SYSTEM (OPERS)**

*Changes in benefit terms:* There were no changes in benefit terms for the period 2014-2023.

*Changes in assumptions:*

2014-2016: There were no changes in methods and assumptions used in the calculation of actuarial determined contributions.

2017: The following were the most significant changes of assumptions that affected the total pension liability since the prior measurement date:

- Reduction in actuarial assumed rate of return from 8.00% to 7.50%
- Decrease in wage inflation from 3.75% to 3.25%
- Change in future salary increases from a range of 4.25%-10.02% to 3.25%-10.75%
- Amounts reported beginning in 2017 use mortality rates based on the RP-2014 Healthy Annuitant mortality table.

2018: There were no changes in methods and assumptions used in the calculation of actuarial determined contributions.

2019: The following were the most significant changes of assumptions that affected the total pension liability since the prior measurement date:

- Reduction in actuarial assumed rate of return from 7.50% to 7.20%

2020: The following were the most significant changes of assumptions that affected the total pension liability since the prior measurement date:

- Change in COLA from 3.00% to 1.4% for post 1/7/13 retirees.

2021: The following were the most significant changes of assumptions that affected the total pension liability since the prior measurement date:

- Change in COLA from 1.4% to 0.5% for post 1/7/13 retirees.

2022: The following were the most significant changes of assumptions that affected the total pension liability since the prior measurement date:

- Change in COLA from 0.5% to 3.00% for post 1/7/13 retirees.
- Reduction in actuarial assumed rate of return from 7.20% to 6.90%.
- Pre-retirement mortality rates are based on Pub-2010 General Employee/Safety Employee mortality tables.
- Post-retirement mortality rates are based on PubG-2010 Retiree mortality tables.
- Post-retirement mortality rates for disabled retirees are based on PubNS-2010 Disabled Retiree mortality tables for all divisions.

2023: There were no changes in methods and assumptions used in the calculation of actuarial determined contributions.

***Notes to the Required Supplementary Information  
For the Year Ended December 31, 2023***

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**NET PENSION LIABILITY** (Continued)

**OHIO POLICE AND FIRE (OP&F) PENSION FUND**

*Changes in benefit terms:* There were no changes in benefit terms for the period 2014-2023.

*Changes in assumptions:*

2014-2017: There were no changes in methods and assumptions used in the calculation of actuarial determined contributions.

2018: The following were the most significant changes of assumptions that affected the total pension liability since the prior measurement date:

- Reduction in actuarial assumed rate of return from 8.25% to 8.00%
- Decrease salary increases from 3.75% to 3.25%
- Change in payroll growth from 3.75% to 3.25%
- Reduce DROP interest rate from 4.5% to 4.0%
- Reduce CPI-based COLA from 2.6% to 2.2%
- Inflation component reduced from 3.25% to 2.75%
- For the January 1, 2017, valuation, mortality for non-disabled participants is based on the RP-2014 Total Employee and Healthy Annuitant Mortality Tables rolled back to 2006
- For the January 1, 2017, valuation, mortality for disabled retirees is based on the RP-2014 Disabled Mortality Tables rolled back to 2006

2019-2021: There were no changes in methods and assumptions used in the calculation of actuarial determined contributions.

2022: The following were the most significant changes of assumptions that affected the total pension liability since the prior measurement date:

- Reduction in actuarial assumed rate of return from 8.00% to 7.50%

2023: The following were the most significant changes of assumptions that affected the total pension liability since the prior measurement date:

- Mortality for non-disabled participants is based on the Pub-2010 Below-Median Safety Amount-Weighted Healthy Retiree mortality table
- Mortality for disabled retirees is based on the Pub-2010 Safety Amount-Weighted Disabled Retiree mortality table
- Mortality for contingent annuitants is based on the Pub- 2010 Below-Median Safety Amount-Weighted Contingent Annuitant Retiree mortality table
- Mortality for active members is based on the Pub-2010 Below-Median Safety Amount-Weighted Employee mortality table

***Notes to the Required Supplementary Information  
For the Year Ended December 31, 2023***

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**NET OPEB LIABILITY (ASSET)**

**OHIO PUBLIC EMPLOYEES RETIREMENT SYSTEM (OPERS)**

*Changes in benefit terms:* There were no changes in benefit terms for the periods 2018-2021, and 2023.

2022: Group plans for non-Medicare retirees and re-employed retirees replaced with individual medical plans. OPERS will provide a subsidy or allowance via an HRA.

*Changes in assumptions:*

For 2018, the single discount rate changed from 4.23% to 3.85%.

2019: The following were the most significant changes of assumptions that affected the total OPEB liability since the prior measurement date:

- The single discount rate changed from 3.85% to 3.96%.
- Reduction in actuarial assumed rate of return from 6.50% to 6.00%
- Change in health care cost trend rate from 7.5% to 10%
- The Municipal Bond Rate changed from 3.31% to 3.71%

2020: The following were the most significant changes of assumptions that affected the total OPEB liability since the prior measurement date:

- The single discount rate changed from 3.96% to 3.16%.
- Change in health care cost trend rate from 10.0% to 10.5%
- The Municipal Bond Rate changed from 3.71% to 2.75%

2021: The following were the most significant changes of assumptions that affected the total OPEB liability since the prior measurement date:

- The single discount rate changed from 3.16% to 6.00%.
- Change in health care cost trend rate from 10.5% to 8.5%
- The Municipal Bond Rate changed from 2.75% to 2.00%

2022: The following were the most significant changes of assumptions that affected the total OPEB liability since the prior measurement date:

- Change in health care cost trend rate from 8.5% to 5.5%
- The Municipal Bond Rate changed from 2.00% to 1.84%
- Pre-retirement mortality rates are based on Pub-2010 General Employee/Safety Employee mortality tables.
- Post-retirement mortality rates are based on PubG-2010 Retiree mortality tables.
- Post-retirement mortality rates for disabled retirees are based on PubNS-2010 Disabled Retiree mortality tables for all divisions.

***Notes to the Required Supplementary Information  
For the Year Ended December 31, 2023***

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**NET OPEB LIABILITY (ASSET)** (Continued)

**OHIO PUBLIC EMPLOYEES RETIREMENT SYSTEM (OPERS)** (Continued)

2023: The following were the most significant changes of assumptions that affected the total OPEB liability since the prior measurement date:

- The Municipal Bond Rate changed from 1.84% to 4.05%
- The single discount rate changed from 6.00% to 5.22%.

**OHIO POLICE AND FIRE (OP&F) PENSION FUND**

*Changes in benefit terms:*

2018: There were no changes in benefit terms.

2019: The retiree health care model and the current self-insured health care plan were replaced with a stipend-based health care model.

2020 - 2023: There were no changes in benefit terms.

*Changes in assumptions:*

2018: The single discount rate changed from 3.79% to 3.24%.

2019: The following were the most significant changes of assumptions that affected the total OPEB liability since the prior measurement date:

- The single discount rate changed from 3.24% to 4.66%.

2020: The following were the most significant changes of assumptions that affected the total OPEB liability since the prior measurement date:

- The single discount rate changed from 4.66% to 3.56%.

2021: The following were the most significant changes of assumptions that affected the total OPEB liability since the prior measurement date:

- The single discount rate changed from 3.56% to 2.96%.
- The payroll growth rate changed from 2.75% to 3.25%.

2022: The following were the most significant changes of assumptions that affected the total OPEB liability since the prior measurement date:

- The single discount rate changed from 2.96% to 2.84%.
- The investment rate of return changed from 8.0% to 7.5%.

***Notes to the Required Supplementary Information  
For the Year Ended December 31, 2023***

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**NET OPEB LIABILITY (ASSET)** (Continued)

**OHIO POLICE AND FIRE (OP&F) PENSION FUND** (Continued)

2023: The following were the most significant changes of assumptions that affected the total OPEB liability since the prior measurement date:

- The single discount rate changed from 2.84% to 4.27%.
- Mortality for non-disabled participants is based on the Pub-2010 Below-Median Safety Amount-Weighted Healthy Retiree mortality table
- Mortality for disabled retirees is based on the Pub-2010 Safety Amount-Weighted Disabled Retiree mortality table
- Mortality for contingent annuitants is based on the Pub- 2010 Below-Median Safety Amount-Weighted Contingent Annuitant Retiree mortality table
- Mortality for active members is based on the Pub-2010 Below-Median Safety Amount-Weighted Employee mortality table

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*COMBINING AND INDIVIDUAL FUND  
STATEMENTS AND SCHEDULES*

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*THE FOLLOWING COMBINING STATEMENTS AND SCHEDULES INCLUDE  
THE MAJOR AND NONMAJOR GOVERNMENTAL FUNDS, INTERNAL  
SERVICE FUNDS AND FIDUCIARY FUNDS.*



***Nonmajor Governmental Funds***

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***Special Revenue Funds***

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Special Revenue Funds are used to account for the proceeds of specific revenue sources (other than amounts relating to expendable trusts or major capital projects) that are legally restricted or committed to expenditures for specified purposes.

**Cemetery Fund**

To account for the operation and maintenance of the public cemetery.

**Street Construction, Maintenance and Repair Fund**

To account for state levied and controlled gasoline tax and motor vehicle registration fees restricted for street maintenance and repair.

**Street Levy Fund**

To account for 3 mill voted levy designated for road improvements.

**Parks and Recreation Fund**

To account for the operation and maintenance of public recreational facilities.

**Special Improvement District Fund**

To account for fees assessed to all downtown business owners for the up-keep of the grounds surrounding their properties. (The Balance Sheet is not presented because there are no assets or liabilities at year end.)

**Lancaster Public Transit Program Fund**

To account for monies from the Rural Transit and Grant Program and the Ohio Elderly and Disabled Transit Fare Assistance Program.

**911 Tariff Fund**

To account for monies to enhance 911 wireless services.

**Edward Byrne Grant Fund**

To account for grant monies received from the United States Department of Justice for the purpose of funding special enforcement initiatives in areas which have been identified as high crime risk.

**Law Director Victim Assistance Fund**

To account for grant funds received to provide assistance to victims of domestic violence.

**Lancaster Community Development Fund**

To account for grant monies received to provide for redevelopment projects in the City.

**Law Enforcement Block Grant Fund**

To account for Federal grants administered through the State designated for law enforcement. (The Balance Sheet and Statement of Revenues, Expenditures and Changes in Fund Balances are not presented because there are no assets or liabilities and there was no activity during the year.)

(Continued)

***Special Revenue Funds (Continued)***

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**Police and Fire Pension Fund**

To accumulate property taxes for the partial payment of the current and accrued liability for police and fire disability and pension benefits.

**Fairfield County Court Surveillance Fund**

To account for grant money from the Ohio Department of Rehabilitation and Corrections directed toward jail diversion of non-violent misdemeanants. Monies cover operating costs, equipment and salary. Jail population reduction is the overall goal of the program.

**Indigent Drivers Alcohol Treatment Fund**

To account for monies received from OMVI fines and costs collected to pay for alcohol treatment for repeat offenders of the OMVI laws.

**Law Enforcement and Education Fund**

To account for monies received from OMVI fines from convictions to be used to pay for security of persons and property.

**Municipal Court Judicial Computer Fund**

To account for monies received from the Municipal Court to be used for computer systems for the Municipal Judges.

**Municipal Court Probation Fund**

To account for fees assessed to criminal and traffic offenders who are placed by the Municipal Court on probation or other control sanctions to cover the cost of Probation department services and related expenditures.

**Municipal Court Computerization Fund**

To account for monies received from the Municipal Court to be used for a computer system.

**Municipal Court Special Projects Fund**

To account for an extra three dollar fee charged by the municipal court on all cases to be used for projects within the municipal court.

**Municipal Court Family Violence Fund**

To account for fees for family drug abuse and domestic violence programs.

**Municipal Drug Court Fund**

To account for grant monies to be used for a jail-alternative program, also known as The Fresh Start Program, which targets individuals with significant drug addictions and provides an intensive treatment program with a great deal of accountability.

**Ohio Peace Officers Training Fund**

To account for monies to be used for continuing professional training programs for law enforcement officers.

(Continued)

***Special Revenue Funds (Continued)***

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**Fire Insurance Escrow Fund**

To account for monies received from an insurance company's claim to be used for the City's cost of repairing, removing or securing a property damaged by fire. (This fund is not part of the City's appropriated budget, therefore no budgetary schedule is presented.)

**DARE Officer Retention Grant Fund**

To account for grant monies to be used for the salaries of certified DARE officers training in the local schools.

**Safe Routes to School Fund**

To account for grant monies to develop programs to enable children to walk or bike to school safely.

**.15 Fire Levy Fund**

To accumulate .15% voted income taxes restricted for operations of the Fire Department.

**DOJ Equitable Sharing Grant Fund**

To account for grant monies to be used for purchasing law enforcement equipment.

**One Ohio Opioid Settlement Fund**

To account for funds received from opioid settlements from drug manufacturers and distributors. The monies are designated for resources to assist with community drug recovery, prevention and treatment.

**Local Fiscal Recovery Fund**

This fund is used to account for Coronavirus State and Local Fiscal Recovery funds received as part of the American Rescue Plan Act. The funds are to be used to support the response and recovery from the COVID-19 public health emergency

**Community Development Block Grant (CDBG) Fund**

To account for monies received from the federal government under the Community Development Block Grant Program and The Community Housing Improvement Program.

**State Highway Fund**

To account for that portion of the state gasoline tax and motor vehicle registration fees restricted for street maintenance and repair of state highways within the City.

**Drug Enforcement Fund**

To account for monies received from fines to be used for drug enforcement activities. (This fund is not part of the City's appropriated budget; therefore no budgetary schedule is presented.)

**Cemetery Interment Fund**

Established to hold cemetery interment costs that have been received in advance.

**Cemetery Perpetual Care Fund**

Established to hold perpetual care monies received for the maintenance of the cemetery grounds.

(Continued)

***Debt Service Funds***

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The Debt Service Funds are used to account for retirement of the City's general obligation and special assessment bonds.

**General Bond Retirement Fund**

To account for the accumulation of resources for the payment of general obligation debt of the City including self-supporting obligations not otherwise paid from proprietary funds.

**Special Assessment Debt Retirement Fund**

To accumulate special assessment revenues collected by the County Treasurer and remitted to the City by the County Auditor for payment of assessment debt. (The Balance Sheet is not presented because there are no assets or liabilities at year end.)

***Capital Projects Fund***

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The Capital Projects Fund is used to account for the financial resources to be used for the acquisition or construction of major capital facilities, other than those financed by proprietary or trust funds.

**LDOT (Lancaster Department of Transportation) Improvement Fund**

To account for financial resources other than the 3 mill voted levy for road and bridge improvement.

**Parks Improvement Fund**

To account for Capital improvement and maintenance of City parks and recreation.

**Capital Improvement Fund**

To account for financial resources to be used for the acquisition or construction of major facilities.

**Timbertop TIF Fund**

To account for financial resources to be used for development projects of the Timbertop property. (The Statement of Revenues, Expenditures and Changes in Fund Balances is not presented because there was no activity during the year. This fund is not part of the City's appropriated budget; therefore no budgetary schedule is presented.)

**Fire Impact - District One Fund**

To account for new construction impact fees used for capital projects for the Fire Department.

**Ety Road TIF Project Fund**

To account for financial resources to be used for Ety Road infrastructure improvements.

**Columbian Construction Fund**

To account for financial resources to be used for the construction of the Fairfield County Municipal Court.

**CITY OF LANCASTER, OHIO****Combining Balance Sheet  
Nonmajor Governmental Funds  
December 31, 2023**

	Nonmajor Special Revenue Funds	Nonmajor Debt Service Funds	Nonmajor Capital Projects Funds	Total Nonmajor Governmental Funds
<b>Assets:</b>				
Pooled Cash and Investments	\$ 11,646,134	\$ 166	\$ 3,416,553	\$ 15,062,853
Investments	1,057,720	0	0	1,057,720
Receivables				
Taxes	4,099,207	0	431,679	4,530,886
Accounts	61,926	0	0	61,926
Intergovernmental	3,487,831	0	0	3,487,831
Interest	5,916	0	0	5,916
Loans	1,283,448	0	0	1,283,448
Leases	0	0	54,847	54,847
Due from Other Funds	891,304	0	130,434	1,021,738
Inventory of Supplies	340,569	0	0	340,569
Prepaid Items	20,263	0	0	20,263
<b>Total Assets</b>	<b>\$ 22,894,318</b>	<b>\$ 166</b>	<b>\$ 4,033,513</b>	<b>\$ 26,927,997</b>
<b>Liabilities:</b>				
Accounts Payable	\$ 546,585	\$ 0	\$ 2,970	\$ 549,555
Accrued Wages and Benefits Payable	382,241	0	0	382,241
Due to Others	89,105	0	0	89,105
Unearned Revenue	652,303	0	0	652,303
Accrued Interest Payable	0	0	1,243	1,243
General Obligation Notes Payable	0	0	1,614,520	1,614,520
Advances from Other Funds	0	0	113,000	113,000
<b>Total Liabilities</b>	<b>1,670,234</b>	<b>0</b>	<b>1,731,733</b>	<b>3,401,967</b>
<b>Deferred Inflows of Resources:</b>				
Property Taxes	2,673,000	0	330,426	3,003,426
Leases	0	0	54,847	54,847
Unavailable Revenue	3,279,476	0	58,908	3,338,384
<b>Total Deferred Inflows of Resources</b>	<b>5,952,476</b>	<b>0</b>	<b>444,181</b>	<b>6,396,657</b>
<b>Fund Balances:</b>				
Nonspendable	360,832	0	0	360,832
Restricted	11,600,819	166	319,658	11,920,643
Committed	3,309,957	0	2,978,355	6,288,312
Assigned	0	0	275,000	275,000
Unassigned	0	0	(1,715,414)	(1,715,414)
<b>Total Fund Balances</b>	<b>15,271,608</b>	<b>166</b>	<b>1,857,599</b>	<b>17,129,373</b>
<b>Total Liabilities, Deferred Inflows of Resources, and Fund Balances</b>	<b>\$ 22,894,318</b>	<b>\$ 166</b>	<b>\$ 4,033,513</b>	<b>\$ 26,927,997</b>

**CITY OF LANCASTER, OHIO****Combining Statement of Revenues, Expenditures and Changes in Fund Balances  
Nonmajor Governmental Funds  
For the Year Ended December 31, 2023**

	Nonmajor Special Revenue Funds	Nonmajor Debt Service Funds	Nonmajor Capital Projects Funds	Total Nonmajor Governmental Funds
<b>Revenues:</b>				
Taxes	\$ 9,190,119	\$ 0	\$ 1,045,659	\$ 10,235,778
Intergovernmental Revenues	7,278,216	0	626,889	7,905,105
Charges for Services	2,140,938	0	89,173	2,230,111
Licenses, Permits and Fees	19,797	0	0	19,797
Investment Earnings	74,594	165	1	74,760
Special Assessments	84,641	0	0	84,641
Fines and Forfeitures	1,397,968	0	0	1,397,968
All Other Revenue	904,413	0	130	904,543
<b>Total Revenue</b>	<b>21,090,686</b>	<b>165</b>	<b>1,761,852</b>	<b>22,852,703</b>
<b>Expenditures:</b>				
Current:				
Security of Persons and Property	2,766,599	0	0	2,766,599
Public Health and Welfare Services	716,139	0	0	716,139
Leisure Time Activities	3,274,364	0	0	3,274,364
Community Environment	951,438	0	0	951,438
Transportation	8,373,802	1,025	0	8,374,827
General Government	2,426,589	0	8,197	2,434,786
Capital Outlay	0	0	1,332,874	1,332,874
Debt Service:				
Principal Retirement	271,063	600,000	177,037	1,048,100
Interest and Fiscal Charges	42,525	273,516	80,587	396,628
<b>Total Expenditures</b>	<b>18,822,519</b>	<b>874,541</b>	<b>1,598,695</b>	<b>21,295,755</b>
Excess (Deficiency) of Revenues Over Expenditures	2,268,167	(874,376)	163,157	1,556,948
<b>Other Financing Sources (Uses):</b>				
Transfers In	1,445,628	872,576	437,400	2,755,604
Transfers Out	(941,938)	0	0	(941,938)
<b>Total Other Financing Sources (Uses)</b>	<b>503,690</b>	<b>872,576</b>	<b>437,400</b>	<b>1,813,666</b>
Net Change in Fund Balances	2,771,857	(1,800)	600,557	3,370,614
<b>Fund Balances at Beginning of Year</b>	<b>12,607,811</b>	<b>1,966</b>	<b>1,257,042</b>	<b>13,866,819</b>
Decrease in Inventory Reserve	(108,060)	0	0	(108,060)
<b>Fund Balances End of Year</b>	<b>\$ 15,271,608</b>	<b>\$ 166</b>	<b>\$ 1,857,599</b>	<b>\$ 17,129,373</b>

**CITY OF LANCASTER, OHIO**
**Combining Balance Sheet**  
**Nonmajor Special Revenue Funds**  
**December 31, 2023**

	Cemetery Fund	Street Construction, Maintenance and Repair Fund	Street Levy Fund	Parks and Recreation Fund
<b>Assets:</b>				
Pooled Cash and Investments	\$ 503,206	\$ 1,381,243	\$ 743,424	\$ 2,610,047
Investments	0	0	0	0
Receivables				
Taxes	33,751	0	2,095,668	843,784
Accounts	1,985	7,786	447	6,517
Intergovernmental	0	1,388,724	108,801	0
Interest	1,702	0	0	0
Loans	0	0	0	0
Due from Other Funds	21,739	0	0	543,478
Inventory of Supplies	0	319,642	0	8,051
Prepaid Items	1,187	9,724	0	9,352
<b>Total Assets</b>	<b>\$ 563,570</b>	<b>\$ 3,107,119</b>	<b>\$ 2,948,340</b>	<b>\$ 4,021,229</b>
<b>Liabilities:</b>				
Accounts Payable	\$ 900	\$ 212,934	\$ 226,251	\$ 42,354
Accrued Wages and Benefits Payable	15,556	94,353	0	71,501
Due to Others	0	0	0	89,105
Unearned Revenue	0	0	0	0
<b>Total Liabilities</b>	<b>16,456</b>	<b>307,287</b>	<b>226,251</b>	<b>202,960</b>
<b>Deferred Inflows of Resources:</b>				
Property Taxes	0	0	2,062,000	0
Unavailable Revenue	19,636	925,816	142,469	490,909
<b>Total Deferred Inflows of Resources</b>	<b>19,636</b>	<b>925,816</b>	<b>2,204,469</b>	<b>490,909</b>
<b>Fund Balances:</b>				
Nonspendable	1,187	329,366	0	17,403
Restricted	526,291	1,544,650	517,620	0
Committed	0	0	0	3,309,957
<b>Total Fund Balances</b>	<b>527,478</b>	<b>1,874,016</b>	<b>517,620</b>	<b>3,327,360</b>
<b>Total Liabilities, Deferred Inflows of Resources, and Fund Balances</b>	<b>\$ 563,570</b>	<b>\$ 3,107,119</b>	<b>\$ 2,948,340</b>	<b>\$ 4,021,229</b>



**CITY OF LANCASTER, OHIO**

Lancaster Public Transit Program Fund	911 Tariff Fund	Edward Byrne Grant Fund	Law Director Victim Assistance Fund	Lancaster Community Development Fund	Police and Fire Pension Fund
\$ 373,064	\$ 186,504	\$ 428	\$ 55,405	\$ 90,351	\$ 132,115
0	0	0	0	0	0
0	0	0	0	0	619,734
29,552	0	0	0	348	0
288,029	0	0	0	69,575	28,687
0	0	0	0	0	0
0	0	0	0	0	0
0	0	0	0	0	0
12,876	0	0	0	0	0
0	0	0	0	0	0
<u>\$ 703,521</u>	<u>\$ 186,504</u>	<u>\$ 428</u>	<u>\$ 55,405</u>	<u>\$ 160,274</u>	<u>\$ 780,536</u>
\$ 7,870	\$ 18,745	\$ 0	\$ 0	\$ 3,690	\$ 0
74,412	0	0	4,999	17,668	0
0	0	0	0	0	0
0	0	0	0	0	0
<u>82,282</u>	<u>18,745</u>	<u>0</u>	<u>4,999</u>	<u>21,358</u>	<u>0</u>
0	0	0	0	0	611,000
0	0	0	0	0	37,421
<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>648,421</u>
12,876	0	0	0	0	0
608,363	167,759	428	50,406	138,916	132,115
0	0	0	0	0	0
<u>621,239</u>	<u>167,759</u>	<u>428</u>	<u>50,406</u>	<u>138,916</u>	<u>132,115</u>
<u>\$ 703,521</u>	<u>\$ 186,504</u>	<u>\$ 428</u>	<u>\$ 55,405</u>	<u>\$ 160,274</u>	<u>\$ 780,536</u>

(Continued)

**CITY OF LANCASTER, OHIO****Combining Balance Sheet  
Nonmajor Special Revenue Funds  
December 31, 2023**

	Fairfield County Court Surveillance Fund	Indigent Drivers Alcohol Treatment Fund	Law Enforcement and Education Fund	Municipal Court Judicial Computer Fund
<b>Assets:</b>				
Pooled Cash and Investments	\$ 28,164	\$ 178,872	\$ 101,436	\$ 53,452
Investments	0	0	0	0
Receivables				
Taxes	0	0	0	0
Accounts	0	0	0	0
Intergovernmental	0	0	0	0
Interest	0	0	0	0
Loans	0	0	0	0
Due from Other Funds	0	0	0	0
Inventory of Supplies	0	0	0	0
Prepaid Items	0	0	0	0
<b>Total Assets</b>	<b>\$ 28,164</b>	<b>\$ 178,872</b>	<b>\$ 101,436</b>	<b>\$ 53,452</b>
<b>Liabilities:</b>				
Accounts Payable	\$ 0	\$ 0	\$ 0	\$ 0
Accrued Wages and Benefits Payable	0	0	0	0
Due to Others	0	0	0	0
Unearned Revenue	0	0	0	0
<b>Total Liabilities</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Deferred Inflows of Resources:</b>				
Property Taxes	0	0	0	0
Unavailable Revenue	0	0	0	0
<b>Total Deferred Inflows of Resources</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Fund Balances:</b>				
Nonspendable	0	0	0	0
Restricted	28,164	178,872	101,436	53,452
Committed	0	0	0	0
<b>Total Fund Balances</b>	<b>28,164</b>	<b>178,872</b>	<b>101,436</b>	<b>53,452</b>
<b>Total Liabilities, Deferred Inflows of Resources, and Fund Balances</b>	<b>\$ 28,164</b>	<b>\$ 178,872</b>	<b>\$ 101,436</b>	<b>\$ 53,452</b>

**CITY OF LANCASTER, OHIO**

Municipal Court Probation Fund	Municipal Court Computerization Fund	Municipal Court Special Projects Fund	Municipal Court Family Violence Fund	Municipal Drug Court Fund	Ohio Peace Officers Training Fund
\$ 1,112,896	\$ 194,097	\$ 450,396	\$ 21,345	\$ 171,614	\$ 40,833
0	0	0	0	0	0
0	0	0	0	0	0
680	275	0	0	13,393	0
178,217	0	0	0	41,935	0
0	0	0	0	0	0
0	0	0	0	0	0
0	0	0	0	0	0
0	0	0	0	0	0
0	0	0	0	0	0
0	0	0	0	0	0
<u>\$ 1,291,793</u>	<u>\$ 194,372</u>	<u>\$ 450,396</u>	<u>\$ 21,345</u>	<u>\$ 226,942</u>	<u>\$ 40,833</u>
\$ 0	\$ 0	\$ 16,013	\$ 0	\$ 17,828	\$ 0
28,298	4,475	0	0	8,737	0
0	0	0	0	0	0
0	0	0	0	0	0
<u>28,298</u>	<u>4,475</u>	<u>16,013</u>	<u>0</u>	<u>26,565</u>	<u>0</u>
0	0	0	0	0	0
143,202	0	0	0	0	0
<u>143,202</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
0	0	0	0	0	0
1,120,293	189,897	434,383	21,345	200,377	40,833
0	0	0	0	0	0
<u>1,120,293</u>	<u>189,897</u>	<u>434,383</u>	<u>21,345</u>	<u>200,377</u>	<u>40,833</u>
<u>\$ 1,291,793</u>	<u>\$ 194,372</u>	<u>\$ 450,396</u>	<u>\$ 21,345</u>	<u>\$ 226,942</u>	<u>\$ 40,833</u>

(Continued)

**CITY OF LANCASTER, OHIO****Combining Balance Sheet  
Nonmajor Special Revenue Funds  
December 31, 2023**

	Fire Insurance Escrow Fund	DARE Officer Retention Grant Fund	Safe Routes to School Fund	.15 Fire Levy Fund
<b>Assets:</b>				
Pooled Cash and Investments	\$ 56,907	\$ 89,238	\$ 2,780	\$ 1,546,417
Investments	0	0	0	0
Receivables				
Taxes	0	0	0	506,270
Accounts	0	0	0	943
Intergovernmental	0	0	0	0
Interest	0	0	0	0
Loans	0	0	0	0
Due from Other Funds	0	0	0	326,087
Inventory of Supplies	0	0	0	0
Prepaid Items	0	0	0	0
<b>Total Assets</b>	<u>\$ 56,907</u>	<u>\$ 89,238</u>	<u>\$ 2,780</u>	<u>\$ 2,379,717</u>
<b>Liabilities:</b>				
Accounts Payable	\$ 0	\$ 0	\$ 0	\$ 0
Accrued Wages and Benefits Payable	0	0	0	62,242
Due to Others	0	0	0	0
Unearned Revenue	0	0	0	0
<b>Total Liabilities</b>	<u>0</u>	<u>0</u>	<u>0</u>	<u>62,242</u>
<b>Deferred Inflows of Resources:</b>				
Property Taxes	0	0	0	0
Unavailable Revenue	0	0	0	294,545
<b>Total Deferred Inflows of Resources</b>	<u>0</u>	<u>0</u>	<u>0</u>	<u>294,545</u>
<b>Fund Balances:</b>				
Nonspendable	0	0	0	0
Restricted	56,907	89,238	2,780	2,022,930
Committed	0	0	0	0
<b>Total Fund Balances</b>	<u>56,907</u>	<u>89,238</u>	<u>2,780</u>	<u>2,022,930</u>
<b>Total Liabilities, Deferred Inflows of Resources, and Fund Balances</b>	<u>\$ 56,907</u>	<u>\$ 89,238</u>	<u>\$ 2,780</u>	<u>\$ 2,379,717</u>

**CITY OF LANCASTER, OHIO**

DOJ Equitable Sharing Grant Fund	One Ohio Opioid Settlement Fund	Local Fiscal Recovery Fund	CDBG Fund	State Highway Fund	Drug Enforcement Fund
\$ 241,233	\$ 74,200	\$ 652,303	\$ 257,948	\$ 47,305	\$ 53,580
0	0	0	0	0	0
0	0	0	0	0	0
0	0	0	0	0	0
0	0	0	1,306,277	77,586	0
0	0	0	0	4,214	0
0	0	0	1,283,448	0	0
0	0	0	0	0	0
0	0	0	0	0	0
0	0	0	0	0	0
0	0	0	0	0	0
<u>\$ 241,233</u>	<u>\$ 74,200</u>	<u>\$ 652,303</u>	<u>\$ 2,847,673</u>	<u>\$ 129,105</u>	<u>\$ 53,580</u>
\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
0	0	0	0	0	0
0	0	0	0	0	0
0	0	652,303	0	0	0
<u>0</u>	<u>0</u>	<u>652,303</u>	<u>0</u>	<u>0</u>	<u>0</u>
0	0	0	0	0	0
0	0	0	1,173,754	51,724	0
<u>0</u>	<u>0</u>	<u>0</u>	<u>1,173,754</u>	<u>51,724</u>	<u>0</u>
0	0	0	0	0	0
241,233	74,200	0	1,673,919	77,381	53,580
0	0	0	0	0	0
<u>241,233</u>	<u>74,200</u>	<u>0</u>	<u>1,673,919</u>	<u>77,381</u>	<u>53,580</u>
<u>\$ 241,233</u>	<u>\$ 74,200</u>	<u>\$ 652,303</u>	<u>\$ 2,847,673</u>	<u>\$ 129,105</u>	<u>\$ 53,580</u>

(Continued)

**CITY OF LANCASTER, OHIO****Combining Balance Sheet  
Nonmajor Special Revenue Funds  
December 31, 2023**

	Cemetery Interment Fund	Cemetery Perpetual Care Fund	Total Nonmajor Special Revenue Funds
<b>Assets:</b>			
Pooled Cash and Investments	\$ 18,650	\$ 176,681	\$ 11,646,134
Investments	260,810	796,910	1,057,720
Receivables			
Taxes	0	0	4,099,207
Accounts	0	0	61,926
Intergovernmental	0	0	3,487,831
Interest	0	0	5,916
Loans	0	0	1,283,448
Due from Other Funds	0	0	891,304
Inventory of Supplies	0	0	340,569
Prepaid Items	0	0	20,263
<b>Total Assets</b>	<b>\$ 279,460</b>	<b>\$ 973,591</b>	<b>\$ 22,894,318</b>
<b>Liabilities:</b>			
Accounts Payable	\$ 0	\$ 0	\$ 546,585
Accrued Wages and Benefits Payable	0	0	382,241
Due to Others	0	0	89,105
Unearned Revenue	0	0	652,303
<b>Total Liabilities</b>	<b>0</b>	<b>0</b>	<b>1,670,234</b>
<b>Deferred Inflows of Resources:</b>			
Property Taxes	0	0	2,673,000
Unavailable Revenue	0	0	3,279,476
<b>Total Deferred Inflows of Resources</b>	<b>0</b>	<b>0</b>	<b>5,952,476</b>
<b>Fund Balances:</b>			
Nonspendable	0	0	360,832
Restricted	279,460	973,591	11,600,819
Committed	0	0	3,309,957
<b>Total Fund Balances</b>	<b>279,460</b>	<b>973,591</b>	<b>15,271,608</b>
<b>Total Liabilities, Deferred Inflows of Resources, and Fund Balances</b>	<b>\$ 279,460</b>	<b>\$ 973,591</b>	<b>\$ 22,894,318</b>

**CITY OF LANCASTER, OHIO**

***Combining Statement of Revenues, Expenditures and Changes in Fund Balances  
Nonmajor Special Revenue Funds  
For the Year Ended December 31, 2023***

	Cemetery Fund	Street Construction, Maintenance and Repair Fund	Street Levy Fund	Parks and Recreation Fund
<b>Revenues:</b>				
Taxes	\$ 147,577	\$ 0	\$ 2,174,908	\$ 4,077,705
Intergovernmental Revenues	0	2,937,843	210,897	40,000
Charges for Services	230,079	827,301	0	527,525
Licenses, Permits and Fees	0	0	0	19,797
Investment Earnings	11,515	0	0	0
Special Assessments	0	0	0	0
Fines and Forfeitures	0	0	0	0
All Other Revenue	38,657	72,425	447	46,628
<b>Total Revenue</b>	<b>427,828</b>	<b>3,837,569</b>	<b>2,386,252</b>	<b>4,711,655</b>
<b>Expenditures:</b>				
Current:				
Security of Persons and Property	0	0	0	0
Public Health and Welfare Services	691,900	0	0	0
Leisure Time Activities	0	0	0	3,274,364
Community Environment	0	0	0	0
Transportation	0	3,798,124	2,079,205	0
General Government	0	0	0	0
Debt Service:				
Principal Retirement	13,960	180,224	0	58,617
Interest and Fiscal Charges	977	27,875	0	11,779
<b>Total Expenditures</b>	<b>706,837</b>	<b>4,006,223</b>	<b>2,079,205</b>	<b>3,344,760</b>
Excess (Deficiency) of Revenues Over Expenditures	(279,009)	(168,654)	307,047	1,366,895
<b>Other Financing Sources (Uses):</b>				
Transfers In	295,000	420,000	0	78,000
Transfers Out	0	(100,000)	0	0
<b>Total Other Financing Sources (Uses)</b>	<b>295,000</b>	<b>320,000</b>	<b>0</b>	<b>78,000</b>
Net Change in Fund Balances	15,991	151,346	307,047	1,444,895
<b>Fund Balances (Deficit) at Beginning of Year</b>	<b>511,487</b>	<b>1,828,659</b>	<b>210,573</b>	<b>1,883,090</b>
Decrease in Inventory Reserve	0	(105,989)	0	(625)
<b>Fund Balances End of Year</b>	<b>\$ 527,478</b>	<b>\$ 1,874,016</b>	<b>\$ 517,620</b>	<b>\$ 3,327,360</b>

(Continued)



**CITY OF LANCASTER, OHIO**

***Combining Statement of Revenues, Expenditures and Changes in Fund Balance  
Nonmajor Special Revenue Funds  
For the Year Ended December 31, 2023***

	Special Improvement District Fund	Lancaster Public Transit Program Fund	911 Tariff Fund	Edward Byrne Grant Fund
<b>Revenues:</b>				
Taxes	\$ 0	\$ 0	\$ 0	\$ 0
Intergovernmental Revenues	0	2,064,482	95,831	0
Charges for Services	0	379,124	0	0
Licenses, Permits and Fees	0	0	0	0
Investment Earnings	0	0	0	0
Special Assessments	84,641	0	0	0
Fines and Forfeitures	0	0	0	0
All Other Revenue	0	70,103	500	0
<b>Total Revenue</b>	<b>84,641</b>	<b>2,513,709</b>	<b>96,331</b>	<b>0</b>
<b>Expenditures:</b>				
Current:				
Security of Persons and Property	0	0	256,302	0
Public Health and Welfare Services	0	0	0	0
Leisure Time Activities	0	0	0	0
Community Environment	84,641	0	0	0
Transportation	0	2,496,473	0	0
General Government	0	0	0	0
Debt Service:				
Principal Retirement	0	0	0	0
Interest and Fiscal Charges	0	0	0	0
<b>Total Expenditures</b>	<b>84,641</b>	<b>2,496,473</b>	<b>256,302</b>	<b>0</b>
Excess (Deficiency) of Revenues Over Expenditures	0	17,236	(159,971)	0
<b>Other Financing Sources (Uses):</b>				
Transfers In	0	150,000	0	0
Transfers Out	0	0	0	0
<b>Total Other Financing Sources (Uses)</b>	<b>0</b>	<b>150,000</b>	<b>0</b>	<b>0</b>
Net Change in Fund Balances	0	167,236	(159,971)	0
<b>Fund Balances (Deficit) at Beginning of Year</b>	<b>0</b>	<b>455,449</b>	<b>327,730</b>	<b>428</b>
Decrease in Inventory Reserve	0	(1,446)	0	0
<b>Fund Balances End of Year</b>	<b>\$ 0</b>	<b>\$ 621,239</b>	<b>\$ 167,759</b>	<b>\$ 428</b>

**CITY OF LANCASTER, OHIO**

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Law Director Victim Assistance Fund	Lancaster Community Development Fund	Police and Fire Pension Fund	Fairfield County Court Surveillance Fund	Indigent Drivers Alcohol Treatment Fund	Law Enforcement and Education Fund
\$ 0	\$ 0	\$ 576,266	\$ 0	\$ 0	\$ 0
44,262	320,265	64,814	27,190	0	0
0	0	0	0	0	0
0	0	0	0	0	0
0	0	0	0	0	0
0	0	0	0	0	0
0	0	0	0	33,786	2,094
240	959	0	0	0	0
44,502	321,224	641,080	27,190	33,786	2,094
0	0	535,126	27,190	4,922	0
0	0	0	0	0	0
0	0	0	0	0	0
0	468,548	0	0	0	0
0	0	0	0	0	0
111,234	0	0	0	0	0
0	0	0	0	0	0
0	0	0	0	0	0
111,234	468,548	535,126	27,190	4,922	0
(66,732)	(147,324)	105,954	0	28,864	2,094
42,128	150,000	0	0	0	0
0	0	0	0	0	0
42,128	150,000	0	0	0	0
(24,604)	2,676	105,954	0	28,864	2,094
75,010	136,240	26,161	28,164	150,008	99,342
0	0	0	0	0	0
\$ 50,406	\$ 138,916	\$ 132,115	\$ 28,164	\$ 178,872	\$ 101,436

(Continued)

**CITY OF LANCASTER, OHIO**

***Combining Statement of Revenues, Expenditures and Changes in Fund Balance  
Nonmajor Special Revenue Funds  
For the Year Ended December 31, 2023***

	Municipal Court Judicial Computer Fund	Municipal Court Probation Fund	Municipal Court Computerization Fund	Municipal Court Special Projects Fund
<b>Revenues:</b>				
Taxes	\$ 0	\$ 0	\$ 0	\$ 0
Intergovernmental Revenues	0	269,692	0	0
Charges for Services	0	97,629	0	0
Licenses, Permits and Fees	0	0	0	0
Investment Earnings	0	0	0	0
Special Assessments	0	0	0	0
Fines and Forfeitures	36,833	385,929	150,009	753,730
All Other Revenue	0	6,323	542	505
<b>Total Revenue</b>	<b>36,833</b>	<b>759,573</b>	<b>150,551</b>	<b>754,235</b>
<b>Expenditures:</b>				
Current:				
Security of Persons and Property	0	0	0	0
Public Health and Welfare Services	0	0	0	0
Leisure Time Activities	0	0	0	0
Community Environment	0	0	0	0
Transportation	0	0	0	0
General Government	45,374	814,947	153,140	216,189
Debt Service:				
Principal Retirement	0	0	0	0
Interest and Fiscal Charges	0	0	0	0
<b>Total Expenditures</b>	<b>45,374</b>	<b>814,947</b>	<b>153,140</b>	<b>216,189</b>
Excess (Deficiency) of Revenues Over Expenditures	(8,541)	(55,374)	(2,589)	538,046
<b>Other Financing Sources (Uses):</b>				
Transfers In	0	150,000	0	110,500
Transfers Out	0	0	0	(671,938)
<b>Total Other Financing Sources (Uses)</b>	<b>0</b>	<b>150,000</b>	<b>0</b>	<b>(561,438)</b>
Net Change in Fund Balances	(8,541)	94,626	(2,589)	(23,392)
<b>Fund Balances (Deficit) at Beginning of Year</b>	<b>61,993</b>	<b>1,025,667</b>	<b>192,486</b>	<b>457,775</b>
Decrease in Inventory Reserve	0	0	0	0
<b>Fund Balances End of Year</b>	<b>\$ 53,452</b>	<b>\$ 1,120,293</b>	<b>\$ 189,897</b>	<b>\$ 434,383</b>

**CITY OF LANCASTER, OHIO**

Municipal Court Family Violence Fund	Municipal Drug Court Fund	Ohio Peace Officers Training Fund	Fire Insurance Escrow Fund	DARE Officer Retention Grant Fund	Safe Routes to School Fund
\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
0	315,495	0	0	43,147	0
431	0	0	0	0	0
0	0	0	0	0	0
0	0	0	0	0	0
0	0	0	0	0	0
0	0	0	0	0	0
0	65,453	0	563,378	0	0
431	380,948	0	563,378	43,147	0
0	0	0	0	0	0
0	0	0	0	0	0
0	0	0	0	0	0
0	0	0	0	0	0
0	0	0	0	0	0
0	408,244	0	506,471	0	0
0	0	0	0	0	0
0	0	0	0	0	0
0	408,244	0	506,471	0	0
431	(27,296)	0	56,907	43,147	0
0	50,000	0	0	0	0
0	0	0	0	0	0
0	50,000	0	0	0	0
431	22,704	0	56,907	43,147	0
20,914	177,673	40,833	0	46,091	2,780
0	0	0	0	0	0
\$ 21,345	\$ 200,377	\$ 40,833	\$ 56,907	\$ 89,238	\$ 2,780

(Continued)

**CITY OF LANCASTER, OHIO****Combining Statement of Revenues, Expenditures and Changes in Fund Balance  
Nonmajor Special Revenue Funds  
For the Year Ended December 31, 2023**

	.15 Fire Levy Fund	DOJ Equitable Sharing Grant Fund	One Ohio Opioid Settlement Fund	Local Fiscal Recovery Fund
<b>Revenues:</b>				
Taxes	\$ 2,213,663	\$ 0	\$ 0	\$ 0
Intergovernmental Revenues	0	3,510	74,200	170,990
Charges for Services	0	0	0	0
Licenses, Permits and Fees	0	0	0	0
Investment Earnings	0	0	0	0
Special Assessments	0	0	0	0
Fines and Forfeitures	0	0	0	0
All Other Revenue	38,029	0	0	0
<b>Total Revenue</b>	<b>2,251,692</b>	<b>3,510</b>	<b>74,200</b>	<b>170,990</b>
<b>Expenditures:</b>				
Current:				
Security of Persons and Property	1,900,316	42,743	0	0
Public Health and Welfare Services	0	0	0	0
Leisure Time Activities	0	0	0	0
Community Environment	0	0	0	0
Transportation	0	0	0	0
General Government	0	0	0	170,990
Debt Service:				
Principal Retirement	18,262	0	0	0
Interest and Fiscal Charges	1,894	0	0	0
<b>Total Expenditures</b>	<b>1,920,472</b>	<b>42,743</b>	<b>0</b>	<b>170,990</b>
Excess (Deficiency) of Revenues Over Expenditures	331,220	(39,233)	74,200	0
<b>Other Financing Sources (Uses):</b>				
Transfers In	0	0	0	0
Transfers Out	0	0	0	0
<b>Total Other Financing Sources (Uses)</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
Net Change in Fund Balances	331,220	(39,233)	74,200	0
<b>Fund Balances (Deficit) at Beginning of Year</b>	<b>1,691,710</b>	<b>280,466</b>	<b>0</b>	<b>0</b>
Decrease in Inventory Reserve	0	0	0	0
<b>Fund Balances End of Year</b>	<b>\$ 2,022,930</b>	<b>\$ 241,233</b>	<b>\$ 74,200</b>	<b>\$ 0</b>

**CITY OF LANCASTER, OHIO**

CDBG Fund	State Highway Fund	Drug Enforcement Fund	Cemetery Interment Fund	Cemetery Perpetual Care Fund	Total Nonmajor Special Revenue Funds
\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 9,190,119
436,529	159,069	0	0	0	7,278,216
0	0	0	35,900	42,949	2,140,938
0	0	0	0	0	19,797
2,790	39,862	0	0	20,427	74,594
0	0	0	0	0	84,641
0	0	35,587	0	0	1,397,968
224	0	0	0	0	904,413
<u>439,543</u>	<u>198,931</u>	<u>35,587</u>	<u>35,900</u>	<u>63,376</u>	<u>21,090,686</u>
0	0	0	0	0	2,766,599
0	0	0	24,239	0	716,139
0	0	0	0	0	3,274,364
398,249	0	0	0	0	951,438
0	0	0	0	0	8,373,802
0	0	0	0	0	2,426,589
0	0	0	0	0	271,063
0	0	0	0	0	42,525
<u>398,249</u>	<u>0</u>	<u>0</u>	<u>24,239</u>	<u>0</u>	<u>18,822,519</u>
41,294	198,931	35,587	11,661	63,376	2,268,167
0	0	0	0	0	1,445,628
0	(170,000)	0	0	0	(941,938)
<u>0</u>	<u>(170,000)</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>503,690</u>
41,294	28,931	35,587	11,661	63,376	2,771,857
1,632,625	48,450	17,993	267,799	910,215	12,607,811
0	0	0	0	0	(108,060)
<u>\$ 1,673,919</u>	<u>\$ 77,381</u>	<u>\$ 53,580</u>	<u>\$ 279,460</u>	<u>\$ 973,591</u>	<u>\$ 15,271,608</u>

***CITY OF LANCASTER, OHIO***

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***Combining Balance Sheet  
Nonmajor Debt Service Funds  
December 31, 2023***

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	General Bond Retirement Fund	Total Nonmajor Debt Service Funds
<b>Assets:</b>		
Cash and Cash Equivalents	\$ 166	\$ 166
<b>Total Assets</b>	<u>\$ 166</u>	<u>\$ 166</u>
<b>Liabilities:</b>	<u>0</u>	<u>0</u>
<b>Fund Balances:</b>		
Restricted	166	166
<b>Total Fund Balances</b>	<u>166</u>	<u>166</u>
<b>Total Liabilities and Fund Balances</b>	<u>\$ 166</u>	<u>\$ 166</u>

**CITY OF LANCASTER, OHIO**

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**Combining Statement of Revenues, Expenditures and Changes in Fund Balances  
Nonmajor Debt Service Funds  
For the Year Ended December 31, 2023**

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	General Bond Retirement Fund	Special Assessment Debt Retirement Fund	Total Nonmajor Debt Service Funds
<b>Revenues:</b>			
Investment Earnings	\$ 165	\$ 0	\$ 165
<b>Total Revenue</b>	<u>165</u>	<u>0</u>	<u>165</u>
<b>Expenditures:</b>			
Current:			
Transportation	0	1,025	1,025
Debt Service:			
Principal Retirement	600,000	0	600,000
Interest and Fiscal Charges	273,516	0	273,516
<b>Total Expenditures</b>	<u>873,516</u>	<u>1,025</u>	<u>874,541</u>
Excess (Deficiency) of Revenues Over Expenditures	(873,351)	(1,025)	(874,376)
<b>Other Financing Sources (Uses):</b>			
Transfers In	872,576	0	872,576
<b>Total Other Financing Sources (Uses)</b>	<u>872,576</u>	<u>0</u>	<u>872,576</u>
Net Change in Fund Balances	(775)	(1,025)	(1,800)
<b>Fund Balances at Beginning of Year</b>	<u>941</u>	<u>1,025</u>	<u>1,966</u>
<b>Fund Balances End of Year</b>	<u>\$ 166</u>	<u>\$ 0</u>	<u>\$ 166</u>



**CITY OF LANCASTER, OHIO****Combining Balance Sheet  
Nonmajor Capital Projects Funds  
December 31, 2023**

	LDOT Improvement Fund	Parks Improvement Fund	Capital Improvement Fund	Timbertop TIF Fund
<b>Assets:</b>				
Cash and Cash Equivalents	\$ 594,658	\$ 64,212	\$ 2,572,687	\$ 0
Receivables				
Taxes	0	33,751	67,502	115,288
Leases	0	0	54,847	0
Due from Other Funds	0	21,739	108,695	0
<b>Total Assets</b>	<b>\$ 594,658</b>	<b>\$ 119,702</b>	<b>\$ 2,803,731</b>	<b>\$ 115,288</b>
<b>Liabilities:</b>				
Accounts Payable	\$ 0	\$ 0	\$ 2,970	\$ 0
Accrued Interest Payable	0	0	0	0
General Obligation Notes Payable	0	0	0	0
Advances from Other Funds	0	0	0	0
<b>Total Liabilities</b>	<b>0</b>	<b>0</b>	<b>2,970</b>	<b>0</b>
<b>Deferred Inflows of Resources:</b>				
Property Taxes	0	0	0	115,288
Leases	0	0	54,847	0
Unavailable Revenue	0	19,636	39,272	0
<b>Total Deferred Inflows of Resources</b>	<b>0</b>	<b>19,636</b>	<b>94,119</b>	<b>115,288</b>
<b>Fund Balances:</b>				
Restricted	319,658	0	0	0
Committed	0	100,066	2,706,642	0
Assigned	275,000	0	0	0
Unassigned	0	0	0	0
<b>Total Fund Balances</b>	<b>594,658</b>	<b>100,066</b>	<b>2,706,642</b>	<b>0</b>
<b>Total Liabilities, Deferred Inflows of Resources, and Fund Balances</b>	<b>\$ 594,658</b>	<b>\$ 119,702</b>	<b>\$ 2,803,731</b>	<b>\$ 115,288</b>

**CITY OF LANCASTER, OHIO**

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Fire Impact - District One Fund	Ety Road TIF Project Fund	Columbian Construction Fund	Total Nonmajor Capital Projects Funds
\$ 171,647	\$ 13,349	\$ 0	\$ 3,416,553
0	215,138	0	431,679
0	0	0	54,847
0	0	0	130,434
<u>\$ 171,647</u>	<u>\$ 228,487</u>	<u>\$ 0</u>	<u>\$ 4,033,513</u>
\$ 0	\$ 0	\$ 0	\$ 2,970
0	0	1,243	1,243
0	1,074,520	540,000	1,614,520
0	113,000	0	113,000
<u>0</u>	<u>1,187,520</u>	<u>541,243</u>	<u>1,731,733</u>
0	215,138	0	330,426
0	0	0	54,847
0	0	0	58,908
<u>0</u>	<u>215,138</u>	<u>0</u>	<u>444,181</u>
0	0	0	319,658
171,647	0	0	2,978,355
0	0	0	275,000
0	(1,174,171)	(541,243)	(1,715,414)
<u>171,647</u>	<u>(1,174,171)</u>	<u>(541,243)</u>	<u>1,857,599</u>
<u>\$ 171,647</u>	<u>\$ 228,487</u>	<u>\$ 0</u>	<u>\$ 4,033,513</u>

**CITY OF LANCASTER, OHIO**

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**Combining Statement of Revenues, Expenditures and Changes in Fund Balances  
Nonmajor Capital Projects Funds  
For the Year Ended December 31, 2023**

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	LDOT Improvement Fund	Parks Improvement Fund	Capital Improvement Fund	Fire Impact - District One Fund
<b>Revenues:</b>				
Taxes	\$ 0	\$ 147,577	\$ 743,840	\$ 0
Intergovernmental Revenues	626,889	0	0	0
Charges for Services	23,446	0	54,702	11,025
Investment Earnings	0	0	0	0
All Other Revenue	0	130	0	0
<b>Total Revenue</b>	<b>650,335</b>	<b>147,707</b>	<b>798,542</b>	<b>11,025</b>
<b>Expenditures:</b>				
Current:				
General Government	0	0	0	0
Capital Outlay	638,806	138,096	18,856	537,116
Debt Service:				
Principal Retirement	0	0	0	177,037
Interest and Fiscal Charges	0	0	0	5,148
<b>Total Expenditures</b>	<b>638,806</b>	<b>138,096</b>	<b>18,856</b>	<b>719,301</b>
Excess (Deficiency) of Revenues Over Expenditures	11,529	9,611	779,686	(708,276)
<b>Other Financing Sources (Uses):</b>				
Transfers In	75,000	0	150,000	0
<b>Total Other Financing Sources (Uses)</b>	<b>75,000</b>	<b>0</b>	<b>150,000</b>	<b>0</b>
Net Change in Fund Balances	86,529	9,611	929,686	(708,276)
<b>Fund Balances at Beginning of Year</b>	<b>508,129</b>	<b>90,455</b>	<b>1,776,956</b>	<b>879,923</b>
<b>Fund Balances End of Year</b>	<b>\$ 594,658</b>	<b>\$ 100,066</b>	<b>\$ 2,706,642</b>	<b>\$ 171,647</b>

**CITY OF LANCASTER, OHIO**

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Ety Road TIF Project Fund	Columbian Construction Fund	Total Nonmajor Capital Projects Funds
\$ 154,242	\$ 0	\$ 1,045,659
0	0	626,889
0	0	89,173
1	0	1
0	0	130
154,243	0	1,761,852
8,197	0	8,197
0	0	1,332,874
0	0	177,037
43,128	32,311	80,587
51,325	32,311	1,598,695
102,918	(32,311)	163,157
0	212,400	437,400
0	212,400	437,400
102,918	180,089	600,557
(1,277,089)	(721,332)	1,257,042
\$ (1,174,171)	\$ (541,243)	\$ 1,857,599

**CITY OF LANCASTER, OHIO**

***Schedule of Revenues, Expenditures and Changes in  
Fund Balance – Budget and Actual (Non-GAAP Budgetary Basis)  
Major Funds – General Fund  
For the Year Ended December 31, 2023***

	Original Budget	Final Budget	Actual	Variance with Final Budget Positive (Negative)
<b>Revenues:</b>				
Taxes	\$ 16,024,823	\$ 13,477,063	\$ 19,937,330	\$ 6,460,267
Intergovernmental Revenues	1,611,583	1,937,083	2,013,310	76,227
Charges for Services	3,946,128	3,946,128	4,631,690	685,562
License, Permits and Fees	22,600	22,600	18,990	(3,610)
Investment Earnings	600,000	600,000	1,279,402	679,402
Fines and Forfeitures	631,600	631,600	658,962	27,362
All Other Revenues	28,100	28,100	143,744	115,644
Total Revenues	22,864,834	20,642,574	28,683,428	8,040,854
<b>Expenditures:</b>				
Security of Persons and Property:				
Police:				
Personal Services	5,394,643	5,336,643	4,411,089	925,554
Operations and Maintenance	1,058,699	1,159,699	1,029,013	130,686
Capital Outlay	1,554,610	1,511,610	202,178	1,309,432
Total Police	8,007,952	8,007,952	5,642,280	2,365,672
Fire:				
Personal Services	4,836,466	5,120,526	3,981,618	1,138,908
Total Fire	4,836,466	5,120,526	3,981,618	1,138,908
Street Lighting:				
Operations and Maintenance	288,345	366,345	363,096	3,249
Total Street Lighting	288,345	366,345	363,096	3,249
Total Security of Persons and Property	13,132,763	13,494,823	9,986,994	3,507,829
Public Health and Welfare Services:				
Health:				
Operations and Maintenance	365,000	365,000	360,500	4,500
Total Health	365,000	365,000	360,500	4,500
Assistance to Needy:				
Operations and Maintenance	26,000	26,000	16,006	9,994
Total Assistance to Needy	26,000	26,000	16,006	9,994
Total Public Health and Welfare Services	391,000	391,000	376,506	14,494

(Continued)

**CITY OF LANCASTER, OHIO*****Schedule of Revenues, Expenditures and Changes in  
Fund Balance – Budget and Actual (Non-GAAP Budgetary Basis)  
Major Funds – General Fund  
For the Year Ended December 31, 2023***

	Original Budget	Final Budget	Actual	Variance with Final Budget Positive (Negative)
Community Environment:				
Zoning, Planning, Tree Commissions:				
Personal Services	441,479	492,439	392,834	99,605
Operations and Maintenance	177,167	248,817	163,625	85,192
Capital Outlay	1,800	1,800	1,799	1
Total Zoning, Planning, Tree Commission	620,446	743,056	558,258	184,798
Economic Development:				
Operations and Maintenance	48,852	54,772	48,852	5,920
Total Economic Development	48,852	54,772	48,852	5,920
Total Community Environment	669,298	797,828	607,110	190,718
General Government:				
Council:				
Personal Services	125,972	125,972	124,281	1,691
Operations and Maintenance	11,040	11,040	8,566	2,474
Total Council	137,012	137,012	132,847	4,165
Mayor:				
Personal Services	223,203	223,203	220,231	2,972
Operations and Maintenance	87,232	90,814	86,896	3,918
Capital Outlay	100	0	0	0
Total Mayor	310,535	314,017	307,127	6,890
Personnel:				
Personal Services	196,612	196,612	193,785	2,827
Operations and Maintenance	222,953	223,853	115,552	108,301
Capital Outlay	4,000	3,100	0	3,100
Total Personnel	423,565	423,565	309,337	114,228
Auditor:				
Personal Services	576,855	576,855	531,053	45,802
Operations and Maintenance	112,804	112,804	95,766	17,038
Capital Outlay	4,462	4,462	2,372	2,090
Total Auditor	694,121	694,121	629,191	64,930
Treasurer:				
Personal Services	94,298	94,298	70,334	23,964
Operations and Maintenance	19,527	19,527	13,977	5,550
Total Treasurer	113,825	113,825	84,311	29,514

(Continued)

**CITY OF LANCASTER, OHIO*****Schedule of Revenues, Expenditures and Changes in  
Fund Balance – Budget and Actual (Non-GAAP Budgetary Basis)  
Major Funds – General Fund  
For the Year Ended December 31, 2023***

	Original Budget	Final Budget	Actual	Variance with Final Budget Positive (Negative)
Law Director:				
Personal Services	897,291	928,025	915,118	12,907
Operations and Maintenance	156,431	156,431	91,120	65,311
Capital Outlay	3,624	3,624	3,500	124
Total Law Director	1,057,346	1,088,080	1,009,738	78,342
Law Director-Code Enforcement:				
Personal Services	235,417	235,417	212,134	23,283
Operations and Maintenance	121,762	121,763	111,355	10,408
Capital Outlay	21,742	21,742	21,665	77
Total Law Director-Code Enforcement	378,921	378,922	345,154	33,768
Municipal Court:				
Personal Services	1,361,920	1,361,920	1,313,281	48,639
Operations and Maintenance	127,424	127,424	110,081	17,343
Total Municipal Court	1,489,344	1,489,344	1,423,362	65,982
Judicial:				
Personal Services	1,043,611	1,043,610	954,147	89,463
Operations and Maintenance	81,153	82,154	68,749	13,405
Capital Outlay	1,000	0	0	0
Total Judicial	1,125,764	1,125,764	1,022,896	102,868
Civil Service:				
Personal Services	11,547	11,547	10,426	1,121
Operations and Maintenance	61,733	61,733	30,572	31,161
Total Civil Service	73,280	73,280	40,998	32,282
City Hall Maintenance:				
Personal Services	80,482	80,483	72,942	7,541
Operations and Maintenance	270,488	265,307	197,115	68,192
Capital Outlay	111,648	72,248	4,568	67,680
Total City Hall Maintenance	462,618	418,038	274,625	143,413
City Hall Maintenance-Annex:				
Operations and Maintenance	66,280	80,580	67,857	12,723
Total City Hall Maintenance-Annex	66,280	80,580	67,857	12,723

(Continued)

**CITY OF LANCASTER, OHIO**

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***Schedule of Revenues, Expenditures and Changes in  
Fund Balance – Budget and Actual (Non-GAAP Budgetary Basis)  
Major Funds – General Fund  
For the Year Ended December 31, 2023***

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	Original Budget	Final Budget	Actual	Variance with Final Budget Positive (Negative)
Chestnut Street Parking Lot:				
Capital Outlay	0	467,962	467,961	1
Total Chestnut Street Parking Lot	0	467,962	467,961	1
GIS:				
Personal Services	235,557	222,965	189,161	33,804
Operations and Maintenance	125,346	137,438	132,495	4,943
Capital Outlay	0	500	500	0
Total GIS	360,903	360,903	322,156	38,747
Service Safety Director:				
Personal Services	316,618	299,018	259,974	39,044
Operations and Maintenance	10,294	37,444	32,906	4,538
Capital Outlay	0	36,000	36,000	0
Total Service Safety Director	326,912	372,462	328,880	43,582
Engineer:				
Personal Services	508,103	508,103	430,758	77,345
Operations and Maintenance	249,455	299,655	228,358	71,297
Capital Outlay	4,000	3,800	3,000	800
Total Engineer	761,558	811,558	662,116	149,442
Certified Building Inspection:				
Personal Services	493,788	493,789	479,054	14,735
Operations and Maintenance	157,899	157,899	128,123	29,776
Capital Outlay	5,386	5,386	4,886	500
Total Certified Building Inspection	657,073	657,074	612,063	45,011
Administration Support:				
Personal Services	25,000	30,000	24,801	5,199
Operations and Maintenance	515,255	518,750	439,584	79,166
Total Administration Support	540,255	548,750	464,385	84,365
Miscellaneous:				
Operations and Maintenance	535,100	535,100	534,225	875
Total Miscellaneous	535,100	535,100	534,225	875

(Continued)



**CITY OF LANCASTER, OHIO*****Schedule of Revenues, Expenditures and Changes in  
Fund Balance – Budget and Actual (Non-GAAP Budgetary Basis)  
Major Funds – General Fund  
For the Year Ended December 31, 2023***

	Original Budget	Final Budget	Actual	Variance with Final Budget Positive (Negative)
Income Tax:				
Personal Services	439,273	465,815	420,838	44,977
Operations and Maintenance	1,293,788	1,398,563	1,384,838	13,725
Capital Outlay	10,562	7,062	4,979	2,083
Total Income Tax	1,743,623	1,871,440	1,810,655	60,785
Total General Government	11,258,035	11,961,797	10,849,884	1,111,913
Debt Services:				
Principal Retirement	37,300	37,080	37,077	3
Interest and Fiscal Charges	13,630	13,850	7,096	6,754
Total Expenditures	25,502,026	26,696,378	21,864,667	4,831,711
Excess (Deficiency) of Revenues Over (Under) Expenditures	(2,637,192)	(6,053,804)	6,818,761	12,872,565
<b>Other Financing Sources (Uses):</b>				
Transfers Out	(1,585,178)	(3,767,418)	(1,735,666)	2,031,752
Total Other Financing Sources (Uses)	(1,585,178)	(3,767,418)	(1,735,666)	2,031,752
Net Change in Fund Balance	(4,222,370)	(9,821,222)	5,083,095	14,904,317
Fund Balance at Beginning of Year	19,050,735	19,050,735	19,050,735	0
Prior Year Encumbrances	496,025	496,025	496,025	0
Fund Balance at End of Year	<u>\$ 15,324,390</u>	<u>\$ 9,725,538</u>	<u>\$ 24,629,855</u>	<u>\$ 14,904,317</u>

**CITY OF LANCASTER, OHIO**

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***Schedule of Revenues, Expenditures and Changes in  
Fund Balance – Budget and Actual (Non-GAAP Budgetary Basis)  
Major Funds – Special Revenue Fund - .45 Police and Fire Levy Fund  
For the Year Ended December 31, 2023***

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	Original Budget	Final Budget	Actual	Variance with Final Budget Positive (Negative)
<b>Revenues:</b>				
Taxes	\$ 5,796,497	\$ 5,796,497	\$ 6,774,758	\$ 978,261
Intergovernmental Revenues	0	0	20,978	20,978
Charges for Services	0	0	101,275	101,275
All Other Revenues	0	0	15,725	15,725
Total Revenues	5,796,497	5,796,497	6,912,736	1,116,239
<b>Expenditures:</b>				
Security of Persons and Property:				
Police:				
Personal Services	2,924,816	2,874,816	2,841,293	33,523
Operations and Maintenance	31,244	4,274	30	4,244
Capital Outlay	488,000	563,000	524,565	38,435
Total Police	3,444,060	3,442,090	3,365,888	76,202
Fire:				
Personal Services	1,816,551	1,780,686	1,736,976	43,710
Operations and Maintenance	1,257,950	1,259,339	1,114,848	144,491
Capital Outlay	517,302	553,748	540,364	13,384
Total Fire	3,591,803	3,593,773	3,392,188	201,585
Total Expenditures	7,035,863	7,035,863	6,758,076	277,787
Net Change in Fund Balance	(1,239,366)	(1,239,366)	154,660	1,394,026
Fund Balance at Beginning of Year	2,883,687	2,883,687	2,883,687	0
Prior Year Encumbrances	169,132	169,132	169,132	0
Fund Balance at End of Year	\$ 1,813,453	\$ 1,813,453	\$ 3,207,479	\$ 1,394,026

**CITY OF LANCASTER, OHIO**

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***Schedule of Revenues, Expenditures and Changes in  
Fund Balance – Budget and Actual (Non-GAAP Budgetary Basis)  
Major Funds – Special Revenue Fund – 2021 Police and Fire Levy Fund  
For the Year Ended December 31, 2023***

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	Original Budget	Final Budget	Actual	Variance with Final Budget Positive (Negative)
<b>Revenues:</b>				
Taxes	\$ 5,796,497	\$ 5,796,497	\$ 6,774,758	\$ 978,261
Charges for Services	0	0	21,900	21,900
All Other Revenues	0	0	12,088	12,088
Total Revenues	5,796,497	5,796,497	6,808,746	1,012,249
<b>Expenditures:</b>				
Security of Persons and Property:				
Personal Services	6,337,203	6,495,465	6,029,594	465,871
Operations and Maintenance	361,377	319,377	262,500	56,877
Capital Outlay	0	10,550	10,550	0
Total Expenditures	6,698,580	6,825,392	6,302,644	522,748
Net Change in Fund Balance	(902,083)	(1,028,895)	506,102	1,534,997
Fund Balance at Beginning of Year	2,070,662	2,070,662	2,070,662	0
Prior Year Encumbrances	13,314	13,314	13,314	0
Fund Balance at End of Year	\$ 1,181,893	\$ 1,055,081	\$ 2,590,078	\$ 1,534,997

**CITY OF LANCASTER, OHIO**

***Schedule of Revenues, Expenditures and Changes in  
Fund Balance – Budget and Actual (Non-GAAP Budgetary Basis)  
Nonmajor Special Revenue Funds  
For the Year Ended December 31, 2023***

<b>CEMETERY FUND</b>				
	Original Budget	Final Budget	Actual	Variance with Final Budget Positive (Negative)
<b>Revenues:</b>				
Taxes	\$ 128,811	\$ 128,811	\$ 150,550	\$ 21,739
Charges for Services	245,000	245,000	229,629	(15,371)
Investment Earnings	17,000	17,000	11,023	(5,977)
All Other Revenues	32,000	32,000	39,909	7,909
Total Revenues	422,811	422,811	431,111	8,300
<b>Expenditures:</b>				
Public Health and Welfare Services:				
Personal Services	437,161	437,161	418,845	18,316
Operations and Maintenance	270,923	273,023	237,432	35,591
Capital Outlay	130,450	143,350	140,840	2,510
Debt Service:				
Principal Retirement	13,500	14,000	13,981	19
Interest Charges	1,600	1,100	956	144
Total Expenditures	853,634	868,634	812,054	56,580
Excess (Deficiency) of Revenues Over (Under) Expenditures	(430,823)	(445,823)	(380,943)	64,880
<b>Other Financing Sources (Uses):</b>				
Transfers In	295,000	295,000	295,000	0
Total Other Financing Sources (Uses)	295,000	295,000	295,000	0
Net Change in Fund Balance	(135,823)	(150,823)	(85,943)	64,880
Fund Balance at Beginning of Year	468,501	468,501	468,501	0
Prior Year Encumbrances	107,154	107,154	107,154	0
Fund Balance at End of Year	\$ 439,832	\$ 424,832	\$ 489,712	\$ 64,880

**CITY OF LANCASTER, OHIO**

***Schedule of Revenues, Expenditures and Changes in  
Fund Balance – Budget and Actual (Non-GAAP Budgetary Basis)  
Nonmajor Special Revenue Funds  
For the Year Ended December 31, 2023***

<b>STREET CONSTRUCTION, MAINTENANCE AND REPAIR FUND</b>				
	Original Budget	Final Budget	Actual	Variance with Final Budget Positive (Negative)
<b>Revenues:</b>				
Intergovernmental Revenues	\$ 3,020,000	\$ 3,020,000	\$ 2,933,093	\$ (86,907)
Charges for Services	833,600	833,600	827,301	(6,299)
All Other Revenues	179,000	179,000	73,524	(105,476)
Total Revenues	4,032,600	4,032,600	3,833,918	(198,682)
<b>Expenditures:</b>				
Transportation:				
Personal Services	2,600,514	2,600,514	2,444,721	155,793
Operations and Maintenance	1,616,770	1,598,651	1,237,722	360,929
Capital Outlay	229,969	377,369	358,901	18,468
Total Transportation	4,447,253	4,576,534	4,041,344	535,190
Debt Service:				
Principal Retirement	165,000	169,080	169,080	0
Interest and Fiscal Charges	24,000	25,639	25,639	0
Total Debt Service	189,000	194,719	194,719	0
Total Expenditures	4,636,253	4,771,253	4,236,063	535,190
Excess (Deficiency) of Revenues Over (Under) Expenditures	(603,653)	(738,653)	(402,145)	336,508
<b>Other Financing Sources (Uses):</b>				
Transfers In	420,000	420,000	420,000	0
Transfers Out	(100,000)	(100,000)	(100,000)	0
Total Other Financing Sources (Uses)	320,000	320,000	320,000	0
Net Change in Fund Balance	(283,653)	(418,653)	(82,145)	336,508
Fund Balance at Beginning of Year	936,573	936,573	936,573	0
Prior Year Encumbrances	201,349	201,349	201,349	0
Fund Balance at End of Year	\$ 854,269	\$ 719,269	\$ 1,055,777	\$ 336,508

**CITY OF LANCASTER, OHIO**

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***Schedule of Revenues, Expenditures and Changes in  
Fund Balance – Budget and Actual (Non-GAAP Budgetary Basis)  
Nonmajor Special Revenue Funds  
For the Year Ended December 31, 2023***

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STREET LEVY FUND				Variance with Final Budget Positive (Negative)
	Original Budget	Final Budget	Actual	
<b>Revenues:</b>				
Taxes	\$ 2,023,500	\$ 2,062,000	\$ 2,174,908	\$ 112,908
Intergovernmental Revenues	214,500	205,500	105,441	(100,059)
All Other Revenues	500	500	63	(437)
Total Revenues	<u>2,238,500</u>	<u>2,268,000</u>	<u>2,280,412</u>	<u>12,412</u>
<b>Expenditures:</b>				
Transportation:				
Operations and Maintenance	<u>2,479,045</u>	<u>2,450,088</u>	<u>2,081,429</u>	<u>368,659</u>
Total Expenditures	<u>2,479,045</u>	<u>2,450,088</u>	<u>2,081,429</u>	<u>368,659</u>
Net Change in Fund Balance	(240,545)	(182,088)	198,983	381,071
Fund Balance at Beginning of Year	197,543	197,543	197,543	0
Prior Year Encumbrances	<u>14,045</u>	<u>14,045</u>	<u>14,045</u>	<u>0</u>
Fund Balance at End of Year	<u>\$ (28,957)</u>	<u>\$ 29,500</u>	<u>\$ 410,571</u>	<u>\$ 381,071</u>

**CITY OF LANCASTER, OHIO**

***Schedule of Revenues, Expenditures and Changes in  
Fund Balance – Budget and Actual (Non-GAAP Budgetary Basis)  
Nonmajor Special Revenue Funds  
For the Year Ended December 31, 2023***

**PARKS AND RECREATION FUND**

	Original Budget	Final Budget	Actual	Variance with Final Budget Positive (Negative)
<b>Revenues:</b>				
Taxes	\$ 3,220,275	\$ 3,220,275	\$ 3,763,754	\$ 543,479
Intergovernmental Revenues	139,342	139,342	40,000	(99,342)
Charges for Services	555,000	555,000	528,377	(26,623)
Licenses, Permits and Fees	36,000	36,000	19,797	(16,203)
All Other Revenues	12,000	12,000	45,229	33,229
Total Revenues	3,962,617	3,962,617	4,397,157	434,540
<b>Expenditures:</b>				
Leisure Time Activities:				
Personal Services	2,059,896	2,060,495	1,892,122	168,373
Operations and Maintenance	1,517,774	1,513,233	1,107,416	405,817
Capital Outlay	863,712	867,593	406,647	460,946
Total Leisure Time Activities	4,441,382	4,441,321	3,406,185	1,035,136
Debt Service:				
Principal Retirement	58,617	58,617	58,564	53
Interest and Fiscal Charges	11,771	11,832	11,832	0
Total Debt Service	70,388	70,449	70,396	53
Total Expenditures	4,511,770	4,511,770	3,476,581	1,035,189
Excess (Deficiency) of Revenues Over (Under) Expenditures	(549,153)	(549,153)	920,576	1,469,729
<b>Other Financing Sources (Uses):</b>				
Transfers In	78,000	78,000	78,000	0
Total Other Financing Sources (Uses)	78,000	78,000	78,000	0
Net Change in Fund Balance	(471,153)	(471,153)	998,576	1,469,729
Fund Balance at Beginning of Year	1,270,594	1,270,594	1,270,594	0
Prior Year Encumbrances	138,355	138,355	138,355	0
Fund Balance at End of Year	\$ 937,796	\$ 937,796	\$ 2,407,525	\$ 1,469,729

**CITY OF LANCASTER, OHIO**

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***Schedule of Revenues, Expenditures and Changes in  
Fund Balance – Budget and Actual (Non-GAAP Budgetary Basis)  
Nonmajor Special Revenue Funds  
For the Year Ended December 31, 2023***

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SPECIAL IMPROVEMENT DISTRICT FUND				
	Original Budget	Final Budget	Actual	Variance with Final Budget Positive (Negative)
<b>Revenues:</b>				
Special Assessments	\$ 76,700	\$ 84,641	\$ 84,641	\$ 0
Total Revenues	76,700	84,641	84,641	0
<b>Expenditures:</b>				
Community Environment:				
Operations and Maintenance	76,700	84,641	84,641	0
Total Expenditures	76,700	84,641	84,641	0
Net Change in Fund Balance	0	0	0	0
Fund Balance at Beginning of Year	0	0	0	0
Fund Balance at End of Year	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 0</u>



**CITY OF LANCASTER, OHIO**

***Schedule of Revenues, Expenditures and Changes in  
Fund Balance – Budget and Actual (Non-GAAP Budgetary Basis)  
Nonmajor Special Revenue Funds  
For the Year Ended December 31, 2023***

**LANCASTER PUBLIC TRANSIT PROGRAM FUND**

	Original Budget	Final Budget	Actual	Variance with Final Budget Positive (Negative)
<b>Revenues:</b>				
Intergovernmental Revenues	\$ 2,056,266	\$ 2,056,266	\$ 1,776,453	\$ (279,813)
Charges for Services	430,000	430,000	362,192	(67,808)
All Other Revenues	52,500	52,500	65,428	12,928
Total Revenues	2,538,766	2,538,766	2,204,073	(334,693)
<b>Expenditures:</b>				
Transportation:				
Personal Services	1,938,861	1,866,861	1,791,009	75,852
Operations and Maintenance	854,996	854,996	722,210	132,786
Capital Outlay	27,376	26,376	24,064	2,312
Total Expenditures	2,821,233	2,748,233	2,537,283	210,950
Excess (Deficiency) of Revenues Over (Under) Expenditures	(282,467)	(209,467)	(333,210)	(123,743)
<b>Other Financing Sources (Uses):</b>				
Transfers In	150,000	150,000	150,000	0
Total Other Financing Sources (Uses)	150,000	150,000	150,000	0
Net Change in Fund Balance	(132,467)	(59,467)	(183,210)	(123,743)
Fund Balance at Beginning of Year	370,141	370,141	370,141	0
Prior Year Encumbrances	119,175	119,175	119,175	0
Fund Balance at End of Year	\$ 356,849	\$ 429,849	\$ 306,106	\$ (123,743)

**CITY OF LANCASTER, OHIO**

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***Schedule of Revenues, Expenditures and Changes in  
Fund Balance – Budget and Actual (Non-GAAP Budgetary Basis)  
Nonmajor Special Revenue Funds  
For the Year Ended December 31, 2023***

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911 TARIFF FUND				
	Original Budget	Final Budget	Actual	Variance with Final Budget Positive (Negative)
<b>Revenues:</b>				
Intergovernmental Revenues	\$ 90,000	\$ 90,000	\$ 95,831	\$ 5,831
All Other Revenues	0	0	500	500
Total Revenues	90,000	90,000	96,331	6,331
<b>Expenditures:</b>				
Security of Persons and Property:				
Operations and Maintenance	283,778	210,647	117,859	92,788
Capital Outlay	20,000	20,000	10,500	9,500
Total Expenditures	303,778	230,647	128,359	102,288
Net Change in Fund Balance	(213,778)	(140,647)	(32,028)	108,619
Fund Balance at Beginning of Year	146,777	146,777	146,777	0
Prior Year Encumbrances	13,778	13,778	13,778	0
Fund Balance at End of Year	\$ (53,223)	\$ 19,908	\$ 128,527	\$ 108,619

**CITY OF LANCASTER, OHIO**

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***Schedule of Revenues, Expenditures and Changes in  
Fund Balance – Budget and Actual (Non-GAAP Budgetary Basis)  
Nonmajor Special Revenue Funds  
For the Year Ended December 31, 2023***

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EDWARD BYRNE GRANT FUND				
	Original Budget	Final Budget	Actual	Variance with Final Budget Positive (Negative)
<b>Revenues:</b>				
Total Revenues	\$ 0	\$ 0	\$ 0	\$ 0
<b>Expenditures:</b>				
Total Expenditures	0	0	0	0
Net Change in Fund Balance	0	0	0	0
Fund Balance at Beginning of Year	428	428	428	0
Fund Balance at End of Year	<u>\$ 428</u>	<u>\$ 428</u>	<u>\$ 428</u>	<u>\$ 0</u>

**CITY OF LANCASTER, OHIO**

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***Schedule of Revenues, Expenditures and Changes in  
Fund Balance – Budget and Actual (Non-GAAP Budgetary Basis)  
Nonmajor Special Revenue Funds  
For the Year Ended December 31, 2023***

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**LAW DIRECTOR VICTIM ASSISTANCE FUND**

	Original Budget	Final Budget	Actual	Variance with Final Budget Positive (Negative)
<b>Revenues:</b>				
Intergovernmental Revenues	\$ 44,264	\$ 44,264	\$ 47,071	\$ 2,807
All Other Revenues	0	0	240	240
Total Revenues	44,264	44,264	47,311	3,047
<b>Expenditures:</b>				
General Government:				
Personal Services	102,195	111,973	110,345	1,628
Total Expenditures	102,195	111,973	110,345	1,628
Excess (Deficiency) of Revenues Over (Under) Expenditures	(57,931)	(67,709)	(63,034)	4,675
<b>Other Financing Sources (Uses):</b>				
Transfers In	42,128	42,128	42,128	0
Total Other Financing Sources (Uses)	42,128	42,128	42,128	0
Net Change in Fund Balance	(15,803)	(25,581)	(20,906)	4,675
Fund Balance at Beginning of Year	76,145	76,145	76,145	0
Prior Year Encumbrances	67	67	67	0
Fund Balance at End of Year	\$ 60,409	\$ 50,631	\$ 55,306	\$ 4,675

**CITY OF LANCASTER, OHIO**

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***Schedule of Revenues, Expenditures and Changes in  
Fund Balance – Budget and Actual (Non-GAAP Budgetary Basis)  
Nonmajor Special Revenue Funds  
For the Year Ended December 31, 2023***

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**LANCASTER COMMUNITY DEVELOPMENT FUND**

	Original Budget	Final Budget	Actual	Variance with Final Budget Positive (Negative)
<b>Revenues:</b>				
Intergovernmental Revenues	\$ 963,860	\$ 963,860	\$ 272,728	\$ (691,132)
All Other Revenues	0	0	959	959
Total Revenues	963,860	963,860	273,687	(690,173)
<b>Expenditures:</b>				
Community Environment:				
Personal Services	443,974	403,774	397,806	5,968
Operations and Maintenance	680,187	125,742	67,153	58,589
Total Expenditures	1,124,161	529,516	464,959	64,557
Excess (Deficiency) of Revenues Over (Under) Expenditures	(160,301)	434,344	(191,272)	(625,616)
<b>Other Financing Sources (Uses):</b>				
Transfers In	150,000	150,000	150,000	0
Total Other Financing Sources (Uses)	150,000	150,000	150,000	0
Net Change in Fund Balance	(10,301)	584,344	(41,272)	(625,616)
Fund Balance at Beginning of Year	118,581	118,581	118,581	0
Prior Year Encumbrances	10,301	10,301	10,301	0
Fund Balance at End of Year	<u>\$ 118,581</u>	<u>\$ 713,226</u>	<u>\$ 87,610</u>	<u>\$ (625,616)</u>

**CITY OF LANCASTER, OHIO**

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***Schedule of Revenues, Expenditures and Changes in  
Fund Balance – Budget and Actual (Non-GAAP Budgetary Basis)  
Nonmajor Special Revenue Funds  
For the Year Ended December 31, 2023***

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**LAW ENFORCEMENT BLOCK GRANT FUND**

	Original Budget	Final Budget	Actual	Variance with Final Budget Positive (Negative)
<b>Revenues:</b>				
Total Revenues	\$ 0	\$ 0	\$ 0	\$ 0
<b>Expenditures:</b>				
Security of Persons and Property:				
Operations and Maintenance	7,700	7,700	7,700	0
Total Expenditures	7,700	7,700	7,700	0
Net Change in Fund Balance	(7,700)	(7,700)	(7,700)	0
Fund Balance at Beginning of Year	0	0	0	0
Prior Year Encumbrances	7,700	7,700	7,700	0
Fund Balance at End of Year	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 0</u>

**CITY OF LANCASTER, OHIO**

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***Schedule of Revenues, Expenditures and Changes in  
Fund Balance – Budget and Actual (Non-GAAP Budgetary Basis)  
Nonmajor Special Revenue Funds  
For the Year Ended December 31, 2023***

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POLICE AND FIRE PENSION FUND				
	Original Budget	Final Budget	Actual	Variance with Final Budget Positive (Negative)
<b>Revenues:</b>				
Taxes	\$ 509,000	\$ 548,000	\$ 576,266	\$ 28,266
Intergovernmental Revenues	0	63,000	32,404	(30,596)
Total Revenues	509,000	611,000	608,670	(2,330)
<b>Expenditures:</b>				
Security of Persons and Property:				
Personal Services	526,088	524,254	524,254	0
Operations and Maintenance	9,000	10,834	10,834	0
Total Expenditures	535,088	535,088	535,088	0
Net Change in Fund Balance	(26,088)	75,912	73,582	(2,330)
Fund Balance at Beginning of Year	26,161	26,161	26,161	0
Fund Balance at End of Year	\$ 73	\$ 102,073	\$ 99,743	\$ (2,330)

**CITY OF LANCASTER, OHIO**

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***Schedule of Revenues, Expenditures and Changes in  
Fund Balance – Budget and Actual (Non-GAAP Budgetary Basis)  
Nonmajor Special Revenue Funds  
For the Year Ended December 31, 2023***

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FAIRFIELD COUNTY COURT SURVEILLANCE FUND				Variance with Final Budget Positive (Negative)
	Original Budget	Final Budget	Actual	
<b>Revenues:</b>				
Total Revenues	\$ 0	\$ 0	\$ 0	\$ 0
<b>Expenditures:</b>				
Security of Persons and Property:				
Operations and Maintenance	0	0	27,190	(27,190)
Total Expenditures	0	0	27,190	(27,190)
Net Change in Fund Balance	0	0	(27,190)	(27,190)
Fund Balance at Beginning of Year	55,354	55,354	55,354	0
Fund Balance at End of Year	\$ 55,354	\$ 55,354	\$ 28,164	\$ (27,190)



**CITY OF LANCASTER, OHIO**

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***Schedule of Revenues, Expenditures and Changes in  
Fund Balance – Budget and Actual (Non-GAAP Budgetary Basis)  
Nonmajor Special Revenue Funds  
For the Year Ended December 31, 2023***

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**INDIGENT DRIVERS ALCOHOL TREATMENT FUND**

	Original Budget	Final Budget	Actual	Variance with Final Budget Positive (Negative)
<b>Revenues:</b>				
Fines and Forfeitures	\$ 50,000	\$ 50,000	\$ 33,622	\$ (16,378)
Total Revenues	50,000	50,000	33,622	(16,378)
<b>Expenditures:</b>				
Security of Persons and Property:				
Operations and Maintenance	125,595	125,595	23,421	102,174
Total Expenditures	125,595	125,595	23,421	102,174
Excess (Deficiency) of Revenues Over (Under) Expenditures	(75,595)	(75,595)	10,201	85,796
<b>Other Financing Sources (Uses):</b>				
Transfers Out	(100,000)	(50,000)	0	50,000
Total Other Financing Sources (Uses)	(100,000)	(50,000)	0	50,000
Net Change in Fund Balance	(175,595)	(125,595)	10,201	135,796
Fund Balance at Beginning of Year	136,565	136,565	136,565	0
Prior Year Encumbrances	25,595	25,595	25,595	0
Fund Balance at End of Year	\$ (13,435)	\$ 36,565	\$ 172,361	\$ 135,796

**CITY OF LANCASTER, OHIO**

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***Schedule of Revenues, Expenditures and Changes in  
Fund Balance – Budget and Actual (Non-GAAP Budgetary Basis)  
Nonmajor Special Revenue Funds  
For the Year Ended December 31, 2023***

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LAW ENFORCEMENT AND EDUCATION FUND				
	Original Budget	Final Budget	Actual	Variance with Final Budget Positive (Negative)
<b>Revenues:</b>				
Fines and Forfeitures	\$ 0	\$ 0	\$ 1,977	\$ 1,977
Total Revenues	0	0	1,977	1,977
<b>Expenditures:</b>				
Total Expenditures	0	0	0	0
Net Change in Fund Balance	0	0	1,977	1,977
Fund Balance at Beginning of Year	99,257	99,257	99,257	0
Fund Balance at End of Year	<u>\$ 99,257</u>	<u>\$ 99,257</u>	<u>\$ 101,234</u>	<u>\$ 1,977</u>

**CITY OF LANCASTER, OHIO**

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***Schedule of Revenues, Expenditures and Changes in  
Fund Balance – Budget and Actual (Non-GAAP Budgetary Basis)  
Nonmajor Special Revenue Funds  
For the Year Ended December 31, 2023***

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**MUNICIPAL COURT JUDICIAL COMPUTER FUND**

	Original Budget	Final Budget	Actual	Variance with Final Budget Positive (Negative)
<b>Revenues:</b>				
Fines and Forfeitures	\$ 45,000	\$ 45,000	\$ 37,085	\$ (7,915)
All Other Revenues	0	0	259	259
Total Revenues	45,000	45,000	37,344	(7,656)
<b>Expenditures:</b>				
General Government:				
Operations and Maintenance	101,477	88,677	45,374	43,303
Capital Outlay	5,000	5,000	0	5,000
Total Expenditures	106,477	93,677	45,374	48,303
Net Change in Fund Balance	(61,477)	(48,677)	(8,030)	40,647
Fund Balance at Beginning of Year	47,322	47,322	47,322	0
Prior Year Encumbrances	11,477	11,477	11,477	0
Fund Balance at End of Year	\$ (2,678)	\$ 10,122	\$ 50,769	\$ 40,647

**CITY OF LANCASTER, OHIO**

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***Schedule of Revenues, Expenditures and Changes in  
Fund Balance – Budget and Actual (Non-GAAP Budgetary Basis)  
Nonmajor Special Revenue Funds  
For the Year Ended December 31, 2023***

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MUNICIPAL COURT PROBATION FUND				
	Original Budget	Final Budget	Actual	Variance with Final Budget Positive (Negative)
<b>Revenues:</b>				
Intergovernmental Revenues	\$ 315,760	\$ 324,760	\$ 351,262	\$ 26,502
Charges for Services	50,000	50,000	62,614	12,614
Fines and Forfeitures	350,000	350,000	382,915	32,915
All Other Revenues	8,000	8,000	6,020	(1,980)
Total Revenues	<u>723,760</u>	<u>732,760</u>	<u>802,811</u>	<u>70,051</u>
<b>Expenditures:</b>				
General Government:				
Personal Services	758,401	758,401	643,591	114,810
Operations and Maintenance	211,414	220,415	171,807	48,608
Total Expenditures	<u>969,815</u>	<u>978,816</u>	<u>815,398</u>	<u>163,418</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	(246,055)	(246,056)	(12,587)	233,469
<b>Other Financing Sources (Uses):</b>				
Transfers In	150,000	150,000	150,000	0
Total Other Financing Sources (Uses)	<u>150,000</u>	<u>150,000</u>	<u>150,000</u>	<u>0</u>
Net Change in Fund Balance	(96,055)	(96,056)	137,413	233,469
Fund Balance at Beginning of Year	924,888	924,888	924,888	0
Prior Year Encumbrances	14,842	14,842	14,842	0
Fund Balance at End of Year	<u>\$ 843,675</u>	<u>\$ 843,674</u>	<u>\$ 1,077,143</u>	<u>\$ 233,469</u>

**CITY OF LANCASTER, OHIO**

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***Schedule of Revenues, Expenditures and Changes in  
Fund Balance – Budget and Actual (Non-GAAP Budgetary Basis)  
Nonmajor Special Revenue Funds  
For the Year Ended December 31, 2023***

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**MUNICIPAL COURT COMPUTERIZATION FUND**

	Original Budget	Final Budget	Actual	Variance with Final Budget Positive (Negative)
<b>Revenues:</b>				
Fines and Forfeitures	\$ 150,000	\$ 150,000	\$ 150,803	\$ 803
All Other Revenues	0	0	469	469
Total Revenues	150,000	150,000	151,272	1,272
<b>Expenditures:</b>				
General Government:				
Personal Services	102,182	102,182	100,873	1,309
Operations and Maintenance	133,888	133,888	53,849	80,039
Capital Outlay	15,513	15,513	7,188	8,325
Total Expenditures	251,583	251,583	161,910	89,673
Net Change in Fund Balance	(101,583)	(101,583)	(10,638)	90,945
Fund Balance at Beginning of Year	181,931	181,931	181,931	0
Prior Year Encumbrances	6,583	6,583	6,583	0
Fund Balance at End of Year	\$ 86,931	\$ 86,931	\$ 177,876	\$ 90,945

**CITY OF LANCASTER, OHIO**

***Schedule of Revenues, Expenditures and Changes in  
Fund Balance – Budget and Actual (Non-GAAP Budgetary Basis)  
Nonmajor Special Revenue Funds  
For the Year Ended December 31, 2023***

**MUNICIPAL COURT SPECIAL PROJECTS FUND**

	Original Budget	Final Budget	Actual	Variance with Final Budget Positive (Negative)
<b>Revenues:</b>				
Fines and Forfeitures	\$ 735,000	\$ 735,000	\$ 749,306	\$ 14,306
All Other Revenues	30,000	30,000	505	(29,495)
Total Revenues	765,000	765,000	749,811	(15,189)
<b>Expenditures:</b>				
General Government:				
Personal Services	2,023	2,023	221	1,802
Operations and Maintenance	635,892	547,454	241,000	306,454
Capital Outlay	75,000	50,000	0	50,000
Total Expenditures	712,915	599,477	241,221	358,256
Excess (Deficiency) of Revenues Over (Under) Expenditures	52,085	165,523	508,590	343,067
<b>Other Financing Sources (Uses):</b>				
Transfers In	100,000	110,500	110,500	0
Transfers Out	(665,000)	(671,938)	(671,938)	0
Total Other Financing Sources (Uses)	(565,000)	(561,438)	(561,438)	0
Net Change in Fund Balance	(512,915)	(395,915)	(52,848)	343,067
Fund Balance at Beginning of Year	398,832	398,832	398,832	0
Prior Year Encumbrances	23,415	23,415	23,415	0
Fund Balance at End of Year	\$ (90,668)	\$ 26,332	\$ 369,399	\$ 343,067

**CITY OF LANCASTER, OHIO**

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***Schedule of Revenues, Expenditures and Changes in  
Fund Balance – Budget and Actual (Non-GAAP Budgetary Basis)  
Nonmajor Special Revenue Funds  
For the Year Ended December 31, 2023***

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MUNICIPAL COURT FAMILY VIOLENCE FUND				
	Original Budget	Final Budget	Actual	Variance with Final Budget Positive (Negative)
<b>Revenues:</b>				
Charges for Services	\$ 0	\$ 0	\$ 486	\$ 486
Total Revenues	0	0	486	486
<b>Expenditures:</b>				
Total Expenditures	0	0	0	0
Net Change in Fund Balance	0	0	486	486
Fund Balance at Beginning of Year	20,859	20,859	20,859	0
Fund Balance at End of Year	<u>\$ 20,859</u>	<u>\$ 20,859</u>	<u>\$ 21,345</u>	<u>\$ 486</u>

**CITY OF LANCASTER, OHIO**

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***Schedule of Revenues, Expenditures and Changes in  
Fund Balance – Budget and Actual (Non-GAAP Budgetary Basis)  
Nonmajor Special Revenue Funds  
For the Year Ended December 31, 2023***

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**MUNICIPAL DRUG COURT FUND**

	Original Budget	Final Budget	Actual	Variance with Final Budget Positive (Negative)
<b>Revenues:</b>				
Intergovernmental Revenues	\$ 334,522	\$ 334,522	\$ 328,993	\$ (5,529)
All Other Revenues	51,000	51,000	52,435	1,435
Total Revenues	385,522	385,522	381,428	(4,094)
<b>Expenditures:</b>				
General Government:				
Personal Services	214,368	230,368	184,329	46,039
Operations and Maintenance	278,126	262,126	226,106	36,020
Total Expenditures	492,494	492,494	410,435	82,059
Excess (Deficiency) of Revenues Over (Under) Expenditures	(106,972)	(106,972)	(29,007)	77,965
<b>Other Financing Sources (Uses):</b>				
Transfers In	100,000	100,000	50,000	(50,000)
Total Other Financing Sources (Uses)	100,000	100,000	50,000	(50,000)
Net Change in Fund Balance	(6,972)	(6,972)	20,993	27,965
Fund Balance at Beginning of Year	127,215	127,215	127,215	0
Prior Year Encumbrances	5,956	5,956	5,956	0
Fund Balance at End of Year	\$ 126,199	\$ 126,199	\$ 154,164	\$ 27,965



**CITY OF LANCASTER, OHIO**

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***Schedule of Revenues, Expenditures and Changes in  
Fund Balance – Budget and Actual (Non-GAAP Budgetary Basis)  
Nonmajor Special Revenue Funds  
For the Year Ended December 31, 2023***

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OHIO PEACE OFFICERS TRAINING FUND				
	Original Budget	Final Budget	Actual	Variance with Final Budget Positive (Negative)
<b>Revenues:</b>				
Total Revenues	\$ 0	\$ 0	\$ 0	\$ 0
<b>Expenditures:</b>				
Security of Persons and Property:				
Operations and Maintenance	10,000	10,000	0	10,000
Total Expenditures	10,000	10,000	0	10,000
Net Change in Fund Balance	(10,000)	(10,000)	0	10,000
Fund Balance at Beginning of Year	40,833	40,833	40,833	0
Fund Balance at End of Year	\$ 30,833	\$ 30,833	\$ 40,833	\$ 10,000

**CITY OF LANCASTER, OHIO**

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***Schedule of Revenues, Expenditures and Changes in  
Fund Balance – Budget and Actual (Non-GAAP Budgetary Basis)  
Nonmajor Special Revenue Funds  
For the Year Ended December 31, 2023***

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<b>DARE OFFICER RETENTION GRANT FUND</b>				
	Original Budget	Final Budget	Actual	Variance with Final Budget Positive (Negative)
<b>Revenues:</b>				
Intergovernmental Revenues	\$ 0	\$ 0	\$ 43,147	\$ 43,147
Total Revenues	0	0	43,147	43,147
<b>Expenditures:</b>				
Total Expenditures	0	0	0	0
Net Change in Fund Balance	0	0	43,147	43,147
Fund Balance at Beginning of Year	46,091	46,091	46,091	0
Fund Balance at End of Year	<u>\$ 46,091</u>	<u>\$ 46,091</u>	<u>\$ 89,238</u>	<u>\$ 43,147</u>

**CITY OF LANCASTER, OHIO**

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***Schedule of Revenues, Expenditures and Changes in  
Fund Balance – Budget and Actual (Non-GAAP Budgetary Basis)  
Nonmajor Special Revenue Funds  
For the Year Ended December 31, 2023***

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SAFE ROUTES TO SCHOOL FUND				
	Original Budget	Final Budget	Actual	Variance with Final Budget Positive (Negative)
<b>Revenues:</b>				
Total Revenues	\$ 0	\$ 0	\$ 0	\$ 0
<b>Expenditures:</b>				
Total Expenditures	0	0	0	0
Net Change in Fund Balance	0	0	0	0
Fund Balance at Beginning of Year	2,780	2,780	2,780	0
Fund Balance at End of Year	<u>\$ 2,780</u>	<u>\$ 2,780</u>	<u>\$ 2,780</u>	<u>\$ 0</u>

**CITY OF LANCASTER, OHIO**

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***Schedule of Revenues, Expenditures and Changes in  
Fund Balance – Budget and Actual (Non-GAAP Budgetary Basis)  
Nonmajor Special Revenue Funds  
For the Year Ended December 31, 2023***

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**.15 FIRE LEVY FUND**

	Original Budget	Final Budget	Actual	Variance with Final Budget Positive (Negative)
<b>Revenues:</b>				
Taxes	\$ 1,932,166	\$ 1,932,166	\$ 2,258,253	\$ 326,087
All Other Revenues	0	0	37,351	37,351
Total Revenues	1,932,166	1,932,166	2,295,604	363,438
<b>Expenditures:</b>				
Security of Persons and Property:				
Personal Services	2,235,654	2,235,654	1,889,361	346,293
Total Security of Persons and Property	2,235,654	2,235,654	1,889,361	346,293
Debt Service:				
Principal Retirement	18,371	18,262	18,262	0
Interest and Fiscal Charges	1,786	1,895	1,894	1
Total Debt Service	20,157	20,157	20,156	1
Total Expenditures	2,255,811	2,255,811	1,909,517	346,294
Net Change in Fund Balance	(323,645)	(323,645)	386,087	709,732
Fund Balance at Beginning of Year	1,156,536	1,156,536	1,156,536	0
Prior Year Encumbrances	3,749	3,749	3,749	0
Fund Balance at End of Year	\$ 836,640	\$ 836,640	\$ 1,546,372	\$ 709,732

**CITY OF LANCASTER, OHIO**

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***Schedule of Revenues, Expenditures and Changes in  
Fund Balance – Budget and Actual (Non-GAAP Budgetary Basis)  
Nonmajor Special Revenue Funds  
For the Year Ended December 31, 2023***

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DOJ EQUITABLE SHARING GRANT FUND				
	Original Budget	Final Budget	Actual	Variance with Final Budget Positive (Negative)
<b>Revenues:</b>				
Intergovernmental Revenues	\$ 0	\$ 0	\$ 3,510	\$ 3,510
Total Revenues	0	0	3,510	3,510
<b>Expenditures:</b>				
Security of Persons and Property:				
Operations and Maintenance	77,201	77,201	46,850	30,351
Capital Outlay	60,780	60,780	0	60,780
Total Expenditures	137,981	137,981	46,850	91,131
Net Change in Fund Balance	(137,981)	(137,981)	(43,340)	94,641
Fund Balance at Beginning of Year	260,185	260,185	260,185	0
Prior Year Encumbrances	20,281	20,281	20,281	0
Fund Balance at End of Year	\$ 142,485	\$ 142,485	\$ 237,126	\$ 94,641

**CITY OF LANCASTER, OHIO**

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***Schedule of Revenues, Expenditures and Changes in  
Fund Balance – Budget and Actual (Non-GAAP Budgetary Basis)  
Nonmajor Special Revenue Funds  
For the Year Ended December 31, 2023***

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ONE OHIO OPIOID SETTLEMENT FUND				
	Original Budget	Final Budget	Actual	Variance with Final Budget Positive (Negative)
<b>Revenues:</b>				
Intergovernmental Revenues	\$ 0	\$ 0	\$ 74,200	\$ 74,200
Total Revenues	0	0	74,200	74,200
<b>Expenditures:</b>				
Total Expenditures	0	0	0	0
Net Change in Fund Balance	0	0	74,200	74,200
Fund Balance at Beginning of Year	0	0	0	0
Fund Balance at End of Year	\$ 0	\$ 0	\$ 74,200	\$ 74,200

**CITY OF LANCASTER, OHIO**

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***Schedule of Revenues, Expenditures and Changes in  
Fund Balance – Budget and Actual (Non-GAAP Budgetary Basis)  
Nonmajor Special Revenue Funds  
For the Year Ended December 31, 2023***

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LOCAL FISCAL RECOVERY FUND				
	Original Budget	Final Budget	Actual	Variance with Final Budget Positive (Negative)
<b>Revenues:</b>				
Total Revenues	\$ 0	\$ 0	\$ 0	\$ 0
<b>Expenditures:</b>				
General Government:				
Operations and Maintenance	0	823,293	170,990	652,303
Total Expenditures	0	823,293	170,990	652,303
Net Change in Fund Balance	0	(823,293)	(170,990)	652,303
Fund Balance at Beginning of Year	823,293	823,293	823,293	0
Fund Balance at End of Year	\$ 823,293	\$ 0	\$ 652,303	\$ 652,303

**CITY OF LANCASTER, OHIO**

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***Schedule of Revenues, Expenditures and Changes in  
Fund Balance – Budget and Actual (Non-GAAP Budgetary Basis)  
Nonmajor Special Revenue Funds  
For the Year Ended December 31, 2023***

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COMMUNITY DEVELOPMENT BLOCK GRANT FUND				
	Original Budget	Final Budget	Actual	Variance with Final Budget Positive (Negative)
<b>Revenues:</b>				
Intergovernmental Revenues	\$ 817,826	\$ 817,826	\$ 450,314	\$ (367,512)
All Other Revenues	1,200	1,200	7,167	5,967
Total Revenues	819,026	819,026	457,481	(361,545)
<b>Expenditures:</b>				
Community Environment:				
Operations and Maintenance	153,326	21,575	20,519	1,056
Capital Outlay	748,015	513,219	407,622	105,597
Total Expenditures	901,341	534,794	428,141	106,653
Net Change in Fund Balance	(82,315)	284,232	29,340	(254,892)
Fund Balance at Beginning of Year	170,789	170,789	170,789	0
Prior Year Encumbrances	54,515	54,515	54,515	0
Fund Balance at End of Year	\$ 142,989	\$ 509,536	\$ 254,644	\$ (254,892)



**CITY OF LANCASTER, OHIO**

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***Schedule of Revenues, Expenditures and Changes in  
Fund Balance – Budget and Actual (Non-GAAP Budgetary Basis)  
Nonmajor Special Revenue Funds  
For the Year Ended December 31, 2023***

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STATE HIGHWAY FUND				
	Original Budget	Final Budget	Actual	Variance with Final Budget Positive (Negative)
<b>Revenues:</b>				
Intergovernmental Revenues	\$ 160,000	\$ 160,000	\$ 158,804	\$ (1,196)
Investment Earnings	10,000	10,000	36,488	26,488
Total Revenues	170,000	170,000	195,292	25,292
<b>Expenditures:</b>				
Total Expenditures	0	0	0	0
Excess (Deficiency) of Revenues Over (Under) Expenditures	170,000	170,000	195,292	25,292
<b>Other Financing Sources (Uses):</b>				
Transfers Out	(170,000)	(170,000)	(170,000)	0
Total Other Financing Sources (Uses)	(170,000)	(170,000)	(170,000)	0
Net Change in Fund Balance	0	0	25,292	25,292
Fund Balance at Beginning of Year	22,013	22,013	22,013	0
Fund Balance at End of Year	\$ 22,013	\$ 22,013	\$ 47,305	\$ 25,292

**CITY OF LANCASTER, OHIO**

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***Schedule of Revenues, Expenditures and Changes in  
Fund Balance – Budget and Actual (Non-GAAP Budgetary Basis)  
Nonmajor Special Revenue Funds  
For the Year Ended December 31, 2023***

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	CEMETERY INTERMENT FUND			
	Original Budget	Final Budget	Actual	Variance with Final Budget Positive (Negative)
<b>Revenues:</b>				
Charges for Services	\$ 26,000	\$ 26,000	\$ 35,900	\$ 9,900
Investment Earnings	1,000	1,000	0	(1,000)
Total Revenues	27,000	27,000	35,900	8,900
<b>Expenditures:</b>				
Public Health and Welfare Services:				
Operations and Maintenance	30,000	30,000	24,239	5,761
Total Expenditures	30,000	30,000	24,239	5,761
Net Change in Fund Balance	(3,000)	(3,000)	11,661	14,661
Fund Balance at Beginning of Year	267,799	267,799	267,799	0
Fund Balance at End of Year	\$ 264,799	\$ 264,799	\$ 279,460	\$ 14,661

**CITY OF LANCASTER, OHIO**

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***Schedule of Revenues, Expenditures and Changes in  
Fund Balance – Budget and Actual (Non-GAAP Budgetary Basis)  
Nonmajor Special Revenue Funds  
For the Year Ended December 31, 2023***

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CEMETERY PERPETUAL CARE FUND				
	Original Budget	Final Budget	Actual	Variance with Final Budget Positive (Negative)
<b>Revenues:</b>				
Charges for Services	\$ 0	\$ 0	\$ 42,949	\$ 42,949
Total Revenues	0	0	42,949	42,949
<b>Expenditures:</b>				
Total Expenditures	0	0	0	0
Net Change in Fund Balance	0	0	42,949	42,949
Fund Balance at Beginning of Year	952,226	952,226	952,226	0
Fund Balance at End of Year	<u>\$ 952,226</u>	<u>\$ 952,226</u>	<u>\$ 995,175</u>	<u>\$ 42,949</u>

**CITY OF LANCASTER, OHIO**

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***Schedule of Revenues, Expenditures and Changes in  
Fund Balance – Budget and Actual (Non-GAAP Budgetary Basis)  
Nonmajor Debt Service Funds  
For the Year Ended December 31, 2023***

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GENERAL BOND RETIREMENT FUND				
	Original Budget	Final Budget	Actual	Variance with Final Budget Positive (Negative)
<b>Revenues:</b>				
Investment Earnings	\$ 0	\$ 164	\$ 165	\$ 1
Total Revenues	0	164	165	1
<b>Expenditures:</b>				
Debt Service:				
Principal Retirement	600,000	601,105	600,940	165
Interest and Fiscal Charges	272,576	325,190	325,190	0
Total Expenditures	872,576	926,295	926,130	165
Excess (Deficiency) of Revenues Over (Under) Expenditures	(872,576)	(926,131)	(925,965)	166
<b>Other Financing Sources (Uses):</b>				
Transfers In	872,576	925,190	925,190	0
Total Other Financing Sources (Uses)	872,576	925,190	925,190	0
Net Change in Fund Balance	0	(941)	(775)	166
Fund Balance at Beginning of Year	941	941	941	0
Fund Balance at End of Year	\$ 941	\$ 0	\$ 166	\$ 166

**CITY OF LANCASTER, OHIO**

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***Schedule of Revenues, Expenditures and Changes in  
Fund Balance – Budget and Actual (Non-GAAP Budgetary Basis)  
Nonmajor Debt Service Funds  
For the Year Ended December 31, 2023***

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SPECIAL ASSESSMENT DEBT RETIREMENT FUND				
	Original Budget	Final Budget	Actual	Variance with Final Budget Positive (Negative)
<b>Revenues:</b>				
Total Revenues	\$ 0	\$ 0	\$ 0	\$ 0
<b>Expenditures:</b>				
General Government:				
Operations and Maintenance	1,025	1,025	1,025	0
Total Expenditures	1,025	1,025	1,025	0
Net Change in Fund Balance	(1,025)	(1,025)	(1,025)	0
Fund Balance at Beginning of Year	1,025	1,025	1,025	0
Fund Balance at End of Year	\$ 0	\$ 0	\$ 0	\$ 0

**CITY OF LANCASTER, OHIO**

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***Schedule of Revenues, Expenditures and Changes in  
Fund Balance – Budget and Actual (Non-GAAP Budgetary Basis)  
Nonmajor Capital Projects Funds  
For the Year Ended December 31, 2023***

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LDOT IMPROVEMENT FUND				
	Original Budget	Final Budget	Actual	Variance with Final Budget Positive (Negative)
<b>Revenues:</b>				
Intergovernmental Revenues	\$ 300,000	\$ 376,961	\$ 95,300	\$ (281,661)
Charges for Services	0	23,447	23,446	(1)
All Other Revenues	40,000	40,000	0	(40,000)
Total Revenues	340,000	440,408	118,746	(321,662)
<b>Expenditures:</b>				
Capital Outlay	806,235	606,643	107,217	499,426
Total Expenditures	806,235	606,643	107,217	499,426
Excess (Deficiency) of Revenues Over (Under) Expenditures	(466,235)	(166,235)	11,529	177,764
<b>Other Financing Sources (Uses):</b>				
Transfers In	75,000	75,000	75,000	0
Total Other Financing Sources (Uses)	75,000	75,000	75,000	0
Net Change in Fund Balance	(391,235)	(91,235)	86,529	177,764
Fund Balance at Beginning of Year	503,296	503,296	503,296	0
Prior Year Encumbrances	4,833	4,833	4,833	0
Fund Balance at End of Year	\$ 116,894	\$ 416,894	\$ 594,658	\$ 177,764

**CITY OF LANCASTER, OHIO**

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***Schedule of Revenues, Expenditures and Changes in  
Fund Balance – Budget and Actual (Non-GAAP Budgetary Basis)  
Nonmajor Capital Projects Funds  
For the Year Ended December 31, 2023***

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PARKS IMPROVEMENT FUND				
	Original Budget	Final Budget	Actual	Variance with Final Budget Positive (Negative)
<b>Revenues:</b>				
Taxes	\$ 128,811	\$ 128,811	\$ 150,550	\$ 21,739
All Other Revenues	0	0	130	130
Total Revenues	128,811	128,811	150,680	21,869
<b>Expenditures:</b>				
Capital Outlay	151,609	151,609	138,098	13,511
Total Expenditures	151,609	151,609	138,098	13,511
Net Change in Fund Balance	(22,798)	(22,798)	12,582	35,380
Fund Balance at Beginning of Year	51,557	51,557	51,557	0
Prior Year Encumbrances	71	71	71	0
Fund Balance at End of Year	\$ 28,830	\$ 28,830	\$ 64,210	\$ 35,380

**CITY OF LANCASTER, OHIO**

***Schedule of Revenues, Expenditures and Changes in  
Fund Balance – Budget and Actual (Non-GAAP Budgetary Basis)  
Nonmajor Capital Projects Funds  
For the Year Ended December 31, 2023***

CAPITAL IMPROVEMENT FUND				
	Original Budget	Final Budget	Actual	Variance with Final Budget Positive (Negative)
<b>Revenues:</b>				
Taxes	\$ 644,055	\$ 644,055	\$ 752,750	\$ 108,695
Charges for Services	53,100	53,100	54,702	1,602
Total Revenues	697,155	697,155	807,452	110,297
<b>Expenditures:</b>				
Capital Outlay	797,134	1,220,884	177,378	1,043,506
Debt Service:				
Principal Retirement	110,000	110,000	0	110,000
Total Expenditures	907,134	1,330,884	177,378	1,153,506
Excess (Deficiency) of Revenues Over (Under) Expenditures	(209,979)	(633,729)	630,074	1,263,803
<b>Other Financing Sources (Uses):</b>				
Transfers In	0	150,000	150,000	0
Total Other Financing Sources (Uses)	0	150,000	150,000	0
Net Change in Fund Balance	(209,979)	(483,729)	780,074	1,263,803
Fund Balance at Beginning of Year	1,275,246	1,275,246	1,275,246	0
Prior Year Encumbrances	373,275	373,275	373,275	0
Fund Balance at End of Year	\$ 1,438,542	\$ 1,164,792	\$ 2,428,595	\$ 1,263,803



**CITY OF LANCASTER, OHIO**

***Schedule of Revenues, Expenditures and Changes in  
Fund Balance – Budget and Actual (Non-GAAP Budgetary Basis)  
Nonmajor Capital Projects Funds  
For the Year Ended December 31, 2023***

**FIRE IMPACT-DISTRICT ONE FUND**

	Original Budget	Final Budget	Actual	Variance with Final Budget Positive (Negative)
<b>Revenues:</b>				
Charges for Services	\$ 200,000	\$ 200,000	\$ 11,025	\$ (188,975)
Total Revenues	200,000	200,000	11,025	(188,975)
<b>Expenditures:</b>				
Security of Persons and Property:				
Capital Outlay	125,563	770,499	598,981	171,518
Debt Service:				
Principal Retirement	177,038	177,229	177,229	0
Interest and Fiscal Charges	4,894	4,956	4,956	0
Total Expenditures	307,495	952,684	781,166	171,518
Excess (Deficiency) of Revenues Over (Under) Expenditures	(107,495)	(752,684)	(770,141)	(17,457)
<b>Other Financing Sources (Uses):</b>				
Other Financing Source - Lease	0	281,915	281,952	37
Total Other Financing Sources (Uses)	0	281,915	281,952	37
Net Change in Fund Balance	(107,495)	(470,769)	(488,189)	(17,420)
Fund Balance at Beginning of Year	659,273	659,273	659,273	0
Prior Year Encumbrances	563	563	563	0
Fund Balance at End of Year	\$ 552,341	\$ 189,067	\$ 171,647	\$ (17,420)

**CITY OF LANCASTER, OHIO**

***Schedule of Revenues, Expenditures and Changes in  
Fund Balance – Budget and Actual (Non-GAAP Budgetary Basis)  
Nonmajor Capital Projects Funds  
For the Year Ended December 31, 2023***

ETY ROAD TIF PROJECT FUND				
	Original Budget	Final Budget	Actual	Variance with Final Budget Positive (Negative)
<b>Revenues:</b>				
Taxes	\$ 230,000	\$ 230,000	\$ 154,242	\$ (75,758)
Investment Earnings	0	0	1	1
Total Revenues	230,000	230,000	154,243	(75,757)
<b>Expenditures:</b>				
General Government:				
Operations and Maintenance	24,000	24,000	15,197	8,803
Debt Service:				
Principal Retirement	0	1,170,884	1,170,884	0
Interest and Fiscal Charges	0	38,136	38,136	0
Total Expenditures	24,000	1,233,020	1,224,217	8,803
Excess (Deficiency) of Revenues Over (Under) Expenditures	206,000	(1,003,020)	(1,069,974)	(66,954)
<b>Other Financing Sources (Uses):</b>				
General Obligation Notes Issued	0	1,170,884	1,074,520	(96,364)
Advances Out	(16,792)	(16,792)	(16,792)	0
Total Other Financing Sources (Uses)	(16,792)	1,154,092	1,057,728	(96,364)
Net Change in Fund Balance	189,208	151,072	(12,246)	(163,318)
Fund Balance at Beginning of Year	8,595	8,595	8,595	0
Prior Year Encumbrances	10,000	10,000	10,000	0
Fund Balance at End of Year	\$ 207,803	\$ 169,667	\$ 6,349	\$ (163,318)

**CITY OF LANCASTER, OHIO**

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***Schedule of Revenues, Expenditures and Changes in  
Fund Balance – Budget and Actual (Non-GAAP Budgetary Basis)  
Nonmajor Capital Projects Funds  
For the Year Ended December 31, 2023***

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COLUMBIAN CONSTRUCTION FUND				Variance with Final Budget Positive (Negative)
	Original Budget	Final Budget	Actual	
<b>Revenues:</b>				
Total Revenues	\$ 0	\$ 0	\$ 0	\$ 0
<b>Expenditures:</b>				
Debt Service:				
Principal Retirement	0	720,000	720,000	0
Interest and Fiscal Charges	0	32,400	32,400	0
Total Expenditures	0	752,400	752,400	0
Excess (Deficiency) of Revenues				
Over (Under) Expenditures	0	(752,400)	(752,400)	0
<b>Other Financing Sources (Uses):</b>				
General Obligation Notes Issued	0	540,000	540,000	0
Transfers In	0	212,400	212,400	0
Total Other Financing Sources (Uses)	0	752,400	752,400	0
Net Change in Fund Balance	0	0	0	0
Fund Balance at Beginning of Year	0	0	0	0
Fund Balance at End of Year	\$ 0	\$ 0	\$ 0	\$ 0

***Internal Service Funds***

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These funds are used to account for the financing of goods or services provided by one department to other departments of the City, on a cost-reimbursement basis.

**Utilities Collection Fund**

To account for the operation of the utility collections department for services provided to the gas, water, water pollution and sanitation departments. The funds using the utility billing services are charged for the cost of operation.

**Fuel Depot Fund**

To account for the operation of the fuel depot for services provided for departments within the City and outside agencies that are exempt from the federal excise tax.

**Information Services Fund**

To account for the operation of the information services department for services provided for all departments within the City.

**Health Insurance Management Fund**

To account for the accumulation and allocation of costs associated with providing health care benefits to employees.

**Environmental Engineering Fund**

To account for the accumulation and allocation of costs associated with assisting other departments with environmental regulation and compliance.

**CITY OF LANCASTER, OHIO**

**Combining Statement of Net Position  
Internal Service Funds  
December 31, 2023**

	Utilities Collection	Fuel Depot	Information Services	Health Insurance Management
<b>Assets:</b>				
<i>Current Assets:</i>				
Cash and Cash Equivalents	\$ 349,601	\$ 336,140	\$ 905,116	\$ 4,593,498
Receivables:				
Accounts	751	16,832	1,116	0
Inventory of Supplies at Cost	1,510	24,405	5,665	0
Prepaid Items	945	0	5,548	0
<i>Total Current Assets</i>	<u>352,807</u>	<u>377,377</u>	<u>917,445</u>	<u>4,593,498</u>
<i>Non Current Assets:</i>				
Capital Assets Not Being Depreciated	0	0	161,943	0
Capital Assets Being Depreciated, Net	62,714	0	206,912	0
Total Non Current Assets	<u>62,714</u>	<u>0</u>	<u>368,855</u>	<u>0</u>
<b>Total Assets</b>	<u>415,521</u>	<u>377,377</u>	<u>1,286,300</u>	<u>4,593,498</u>
<b>Deferred Outflows of Resources:</b>				
Pension	578,271	0	231,603	0
OPEB	87,700	0	35,125	0
<b>Total Deferred Outflows of Resources</b>	<u>665,971</u>	<u>0</u>	<u>266,728</u>	<u>0</u>
<b>Liabilities:</b>				
<i>Current Liabilities:</i>				
Accounts Payable	26,529	136,835	19,889	12,910
Accrued Wages and Benefits	44,553	0	21,974	0
Claims Payable	0	0	0	328,819
Compensated Absences Payable - Current	18,982	0	5,992	0
<i>Total Current Liabilities</i>	<u>90,064</u>	<u>136,835</u>	<u>47,855</u>	<u>341,729</u>
<i>Long Term Liabilities:</i>				
Compensated Absences Payable	146,075	0	73,846	0
Net Pension Liability	1,397,809	0	559,837	0
Net OPEB Liability	29,601	0	11,856	0
<b>Total Liabilities</b>	<u>1,663,549</u>	<u>136,835</u>	<u>693,394</u>	<u>341,729</u>
<b>Deferred Inflows of Resources:</b>				
Pension	7,607	0	3,047	0
OPEB	9,763	0	3,910	0
<b>Total Deferred Inflows of Resources</b>	<u>17,370</u>	<u>0</u>	<u>6,957</u>	<u>0</u>
<b>Net Position:</b>				
Investment in Capital Assets	62,714	0	368,855	0
Unrestricted	(662,141)	240,542	483,822	4,251,769
<b>Total Net Position</b>	<u>\$ (599,427)</u>	<u>\$ 240,542</u>	<u>\$ 852,677</u>	<u>\$ 4,251,769</u>

**CITY OF LANCASTER, OHIO**

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<u>Environmental Engineering</u>	<u>Total</u>
\$ 106,980	\$ 6,291,335
0	18,699
0	31,580
0	6,493
<u>106,980</u>	<u>6,348,107</u>
0	161,943
0	269,626
<u>0</u>	<u>431,569</u>
<u>106,980</u>	<u>6,779,676</u>
73,229	883,103
11,106	133,931
<u>84,335</u>	<u>1,017,034</u>
3,438	199,601
6,364	72,891
0	328,819
911	25,885
<u>10,713</u>	<u>627,196</u>
57,167	277,088
177,009	2,134,655
3,749	45,206
<u>248,638</u>	<u>3,084,145</u>
964	11,618
1,236	14,909
<u>2,200</u>	<u>26,527</u>
0	431,569
(59,523)	4,254,469
<u>\$ (59,523)</u>	<u>\$ 4,686,038</u>

**CITY OF LANCASTER, OHIO**

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**Combining Statement of Revenues, Expenses and Changes in Fund Net Position**  
**Internal Service Funds**  
**For the Year Ended December 31, 2023**

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	Utilities Collection	Fuel Depot	Information Services	Health Insurance Management
<b>Operating Revenues:</b>				
Charges for Services	\$ 1,547,573	\$ 1,157,061	\$ 799,160	\$ 9,319,854
Other Operating Revenue	41,243	24	2,436	0
<b>Total Operating Revenues</b>	<b>1,588,816</b>	<b>1,157,085</b>	<b>801,596</b>	<b>9,319,854</b>
<b>Operating Expenses:</b>				
Personal Services	1,235,377	0	443,574	0
Contractual Services	313,020	11,197	175,979	12,910
Materials and Supplies	143,137	1,229,178	31,247	0
Depreciation	16,665	0	37,865	0
Health Insurance Claims	0	0	0	8,235,077
<b>Total Operating Expenses</b>	<b>1,708,199</b>	<b>1,240,375</b>	<b>688,665</b>	<b>8,247,987</b>
Operating Income (Loss)	(119,383)	(83,290)	112,931	1,071,867
<b>Nonoperating Revenue (Expenses):</b>				
Intergovernmental Revenue	0	3,079	0	0
<b>Total Nonoperating Revenues (Expenses)</b>	<b>0</b>	<b>3,079</b>	<b>0</b>	<b>0</b>
Change in Net Position	(119,383)	(80,211)	112,931	1,071,867
Net Position Beginning of Year	(480,044)	320,753	739,746	3,179,902
Net Position End of Year	<u>\$ (599,427)</u>	<u>\$ 240,542</u>	<u>\$ 852,677</u>	<u>\$ 4,251,769</u>

**CITY OF LANCASTER, OHIO**

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Environmental Engineering	Total
\$ 241,660	\$ 13,065,308
371	44,074
242,031	13,109,382
154,103	1,833,054
37,271	550,377
1,365	1,404,927
0	54,530
0	8,235,077
192,739	12,077,965
49,292	1,031,417
0	3,079
0	3,079
49,292	1,034,496
(108,815)	3,651,542
\$ (59,523)	\$ 4,686,038



**CITY OF LANCASTER, OHIO**

***Combining Statement of Cash Flows  
Internal Service Funds  
For the Year Ended December 31, 2023***

	Utilities Collection	Fuel Depot	Information Services
<u>Cash Flows from Operating Activities:</u>			
Cash Received from Interfund Services	\$1,588,065	\$1,183,833	\$802,430
Cash Payments for Goods and Services	(413,716)	(1,082,369)	(201,035)
Cash Payments to and on behalf of Employees	(1,013,738)	0	(400,866)
Cash Payments for Claims	0	0	0
Cash Payments for Interfund Services	(332,234)	0	(76,183)
Net Cash Provided (Used) by Operating Activities	(171,623)	101,464	124,346
<u>Cash Flows from Noncapital Financing Activities:</u>			
Intergovernmental Grants Received	0	3,079	0
Net Cash Provided by Noncapital Financing Activities	0	3,079	0
<u>Cash Flows from Capital and Related Financing Activities:</u>			
Acquisition and Construction of Assets	(50,538)	0	(23,116)
Net Cash Used by Capital and Related Financing Activities	(50,538)	0	(23,116)
Net Increase (Decrease) in Cash and Cash Equivalents	(222,161)	104,543	101,230
Cash and Cash Equivalents at Beginning of Year	571,762	231,597	803,886
Cash and Cash Equivalents at End of Year	\$349,601	\$336,140	\$905,116
<u>Reconciliation of Operating Income (Loss) to Net Cash Provided (Used) by Operating Activities:</u>			
Operating Income (Loss)	(\$119,383)	(\$83,290)	\$112,931
Adjustments to Reconcile Operating Income (Loss) to Net Cash Provided (Used) by Operating Activities:			
Depreciation	16,665	0	37,865
Changes in Assets, Deferred Outflows of Resources, Liabilities, and Deferred Inflows of Resources:			
(Increase) Decrease in Accounts Receivable	(751)	26,748	834
(Increase) Decrease in Inventory	1,954	21,624	(1,463)
(Increase) Decrease in Prepaid Items	690	0	(5,548)
Decrease in Net OPEB Asset	165,384	0	71,032
Increase in Deferred Outflows of Resources - Pension	(383,312)	0	(147,866)
Increase in Deferred Outflows of Resources - OPEB	(87,700)	0	(35,125)
Increase (Decrease) in Accounts Payable	(19,406)	136,382	11,301
Increase (Decrease) in Accrued Wages and Benefits	(2,655)	0	5,679
Increase in Compensated Absences	5,063	0	8,437
Increase in Net Pension Liability	935,624	0	361,324
Increase in Net OPEB Liability	29,601	0	11,856
Decrease in Deferred Outflows of Resources - Pension	(552,284)	0	(237,429)
Decrease in Deferred Outflows of Resources - OPEB	(161,113)	0	(69,482)
Increase in Claims Payable	0	0	0
Total Adjustments	(52,240)	184,754	11,415
Net Cash Provided (Used) by Operating Activities	(\$171,623)	\$101,464	\$124,346

**CITY OF LANCASTER, OHIO**

Health Insurance Management	Environmental Engineering	Totals
\$9,319,854	\$242,031	\$13,136,213
0	(44,031)	(1,741,151)
0	(127,769)	(1,542,373)
(8,206,820)	0	(8,206,820)
0	(24,480)	(432,897)
1,113,034	45,751	1,212,972
0	0	3,079
0	0	3,079
0	0	(73,654)
0	0	(73,654)
1,113,034	45,751	1,142,397
3,480,464	61,229	5,148,938
\$4,593,498	\$106,980	\$6,291,335
\$1,071,867	\$49,292	\$1,031,417
0	0	54,530
0	0	26,831
0	0	22,115
0	0	(4,858)
0	19,336	255,752
0	(50,436)	(581,614)
0	(11,106)	(133,931)
12,910	(5,487)	135,700
0	501	3,525
0	164	13,664
0	122,974	1,419,922
0	3,749	45,206
0	(64,494)	(854,207)
0	(18,742)	(249,337)
28,257	0	28,257
41,167	(3,541)	181,555
\$1,113,034	\$45,751	\$1,212,972



***Fiduciary Funds***

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Fiduciary fund types are used to account for assets held by the City in a trustee capacity or as an agent for individuals, private organizations, other governmental units and/or other funds.

***Custodial Funds***

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**Municipal Court Fund**

Established to account for monies that flow through the Clerk of Courts Office.

**Law Library Fund**

Established to account for accumulation and distribution of resources for the law library.

**CITY OF LANCASTER, OHIO**

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**Combining Statement of Net Position  
Fiduciary Funds  
December 31, 2023**

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	Municipal Court	Law Library	Total Custodial Funds
<b>Assets:</b>			
Cash and Cash Equivalents	\$ 250,674	\$ 0	\$ 250,674
Receivables:			
Intergovernmental	0	1,943	1,943
<b>Total Assets</b>	<u>250,674</u>	<u>1,943</u>	<u>252,617</u>
<b>Liabilities:</b>			
Intergovernmental Payable	0	1,943	1,943
<b>Total Liabilities</b>	<u>0</u>	<u>1,943</u>	<u>1,943</u>
<b>Net Position:</b>			
Restricted For:			
Individuals, Organizations and Other Governments	250,674	0	250,674
<b>Total Net Position</b>	<u>\$ 250,674</u>	<u>\$ 0</u>	<u>\$ 250,674</u>

**CITY OF LANCASTER, OHIO**

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***Combining Statement of Changes in Net Position  
Fiduciary Funds  
For the Year Ended December 31, 2023***

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	Municipal Court	Law Library	Total Custodial Funds
<b>Additions:</b>			
Fines and Forfeiture Collections for Others	\$ 2,930,835	\$ 34,052	\$ 2,964,887
<b>Total Additions</b>	<u>2,930,835</u>	<u>34,052</u>	<u>2,964,887</u>
<b>Deductions:</b>			
Distribution of Fines and Forfeitures to Others	2,919,998	34,052	2,954,050
<b>Total Deductions</b>	<u>2,919,998</u>	<u>34,052</u>	<u>2,954,050</u>
Change in Net Position	10,837	0	10,837
<b>Net Position at Beginning of Year</b>	<u>239,837</u>	<u>0</u>	<u>239,837</u>
<b>Net Position End of Year</b>	<u>\$ 250,674</u>	<u>\$ 0</u>	<u>\$ 250,674</u>



## *STATISTICAL SECTION*

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## ***STATISTICAL TABLES***

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This part of the City's annual comprehensive financial report presents detailed information as a context for understanding what the information in the financial statements, note disclosures, and required supplementary information says about the City's overall financial health.

### ***Contents***

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<b>Financial Trends</b>	S 2 – S 13
These schedules contain trend information to help the reader understand how the City's financial position has changed over time.	
<b>Revenue Capacity</b>	S 14 – S 17
These schedules contain information to help the reader understand and assess the factors affecting the City's ability to generate its most significant local revenue source which is income tax.	
<b>Debt Capacity</b>	S 18 – S 27
These schedules present information to help the reader assess the affordability of the City's current levels of outstanding debt and the City's ability to issue additional debt in the future.	
<b>Economic and Demographic Information</b>	S 28 – S 31
These schedules offer economic and demographic indicators to help the reader understand the environment within which the City's financial activities take place and to provide information that facilitates comparisons of financial information over time and among governments.	
<b>Operating Information</b>	S 32 – S 39
These schedules contain service and infrastructure data to help the reader understand how the information in the City's financial report relates to the services the City provides and the activities it performs.	
<b>Sources Note:</b>	
Unless otherwise noted, the information in these schedules is derived from the annual comprehensive financial reports for the relevant year.	

# *City of Lancaster, Ohio*

*Net Position by Component  
Last Ten Years  
(accrual basis of accounting)*

	Restated 2014	2015	2016	Restated 2017
<b>Governmental Activities:</b>				
Net Investment in Capital Assets	\$38,638,721	\$41,576,482	\$44,062,621	\$46,837,859
Restricted	11,237,072	11,077,774	10,154,360	9,467,802
Unrestricted	(18,847,439)	(17,997,524)	(19,731,872)	(49,496,982)
Total Governmental Activities Net Position	<u>\$31,028,354</u>	<u>\$34,656,732</u>	<u>\$34,485,109</u>	<u>\$6,808,679</u>
<b>Business-type Activities:</b>				
Net Investment in Capital Assets	\$46,787,496	\$54,167,749	\$59,487,303	\$62,067,035
Restricted	2,469,033	2,469,078	2,342,642	2,351,745
Unrestricted (Deficit)	(53,909,879)	(56,322,159)	(53,545,337)	(54,965,234)
Total Business-type Activities Net Position	<u>(\$4,653,350)</u>	<u>\$314,668</u>	<u>\$8,284,608</u>	<u>\$9,453,546</u>
<b>Primary Government:</b>				
Net Investment in Capital Assets	\$85,426,217	\$95,744,231	\$103,549,924	\$108,904,894
Restricted	13,706,105	13,546,852	12,497,002	11,819,547
Unrestricted	(72,757,318)	(74,319,683)	(73,277,209)	(104,462,216)
Total Primary Government Net Position	<u>\$26,375,004</u>	<u>\$34,971,400</u>	<u>\$42,769,717</u>	<u>\$16,262,225</u>

Source: City Auditor's Office

*City of Lancaster, Ohio*

2018	2019	2020	2021	2022	2023
\$49,673,604	\$52,330,007	\$54,184,923	\$58,885,098	\$62,227,835	\$63,422,894
10,031,606	11,332,790	11,217,660	16,744,795	22,072,597	24,206,047
(56,187,581)	(41,543,274)	(38,771,180)	(26,936,470)	(18,369,145)	(11,875,135)
<u>\$3,517,629</u>	<u>\$22,119,523</u>	<u>\$26,631,403</u>	<u>\$48,693,423</u>	<u>\$65,931,287</u>	<u>\$75,753,806</u>
\$66,438,543	\$71,050,827	\$78,086,549	\$84,187,043	\$91,055,634	\$98,344,387
2,372,321	2,379,486	2,345,297	1,992,264	2,076,467	2,237,710
(52,187,952)	(61,651,825)	(72,033,765)	(74,444,243)	(76,397,897)	(81,985,669)
<u>\$16,622,912</u>	<u>\$11,778,488</u>	<u>\$8,398,081</u>	<u>\$11,735,064</u>	<u>\$16,734,204</u>	<u>\$18,596,428</u>
\$116,112,147	\$123,380,834	\$132,271,472	\$143,072,141	\$153,283,469	\$161,767,281
12,403,927	13,712,276	13,562,957	18,737,059	24,149,064	26,443,757
(108,375,533)	(103,195,099)	(110,804,945)	(101,380,713)	(94,767,042)	(93,860,804)
<u>\$20,140,541</u>	<u>\$33,898,011</u>	<u>\$35,029,484</u>	<u>\$60,428,487</u>	<u>\$82,665,491</u>	<u>\$94,350,234</u>

# City of Lancaster, Ohio

*Changes in Net Position  
Last Ten Years  
(accrual basis of accounting)*

	2014	2015	2016	2017
<b>Expenses</b>				
Governmental Activities:				
Security of Persons and Property	\$16,849,215	\$17,702,358	\$19,853,945	\$19,504,799
Public Health and Welfare Services	785,007	1,232,576	855,731	903,382
Leisure Time Activities	2,256,990	2,135,524	2,336,363	2,490,616
Community Environment	873,446	725,687	995,091	821,972
Transportation	6,817,662	6,477,311	6,887,838	6,897,020
General Government	7,840,741	7,927,531	8,712,430	10,430,660
Interest and Fiscal Charges	416,240	517,344	505,547	482,033
<i>Total Governmental Activities Expenses</i>	<u>35,839,301</u>	<u>36,718,331</u>	<u>40,146,945</u>	<u>41,530,482</u>
Business-type Activities:				
Gas	15,574,440	13,583,412	11,271,767	13,411,673
Water	8,468,594	8,163,396	8,100,342	8,455,739
Water Pollution	9,729,438	9,087,256	9,565,843	9,597,039
Sanitation	3,274,326	3,226,109	3,274,150	3,871,760
Storm Water	1,807,062	1,974,803	1,778,616	2,561,602
Port Authority	17,208,616	6,638,568	6,265,348	6,168,445
<i>Total Business-type Activities Expenses</i>	<u>56,062,476</u>	<u>42,673,544</u>	<u>40,256,066</u>	<u>44,066,258</u>
<i>Total Primary Government Expenses</i>	<u>\$91,901,777</u>	<u>\$79,391,875</u>	<u>\$80,403,011</u>	<u>\$85,596,740</u>
<b>Program Revenues</b>				
Governmental Activities:				
Charges for Services				
Security of Persons and Property	\$2,231,913	\$2,195,779	\$2,214,724	\$2,306,416
Public Health and Welfare Services	230,884	206,503	216,640	231,257
Leisure Time Activities	502,389	346,570	369,206	388,952
Community Environment	77,256	75,115	79,245	72,519
Transportation	1,378,452	1,414,529	1,289,483	1,537,874
General Government	3,111,858	2,903,193	2,784,562	2,724,061
Operating Grants and Contributions	4,791,064	5,063,305	4,697,405	4,626,308
Capital Grants and Contributions	4,326,483	1,223,675	863,655	1,455,314
<i>Total Governmental Activities Program Revenues</i>	<u>16,650,299</u>	<u>13,428,669</u>	<u>12,514,920</u>	<u>13,342,701</u>

*City of Lancaster, Ohio*

2018	2019	2020	2021	2022	2023
\$22,136,304	\$1,799,062	\$20,807,024	\$19,210,651	\$19,986,940	\$27,380,825
893,040	955,434	908,121	725,083	1,077,611	972,475
2,532,518	2,879,347	2,246,039	1,858,571	2,551,602	3,500,079
840,623	1,055,812	929,581	1,044,872	1,222,792	1,502,294
7,252,943	7,809,758	8,335,716	5,085,549	6,374,770	7,982,001
10,154,186	10,973,019	10,736,341	6,382,205	8,979,014	12,975,626
493,076	483,957	467,415	415,685	407,409	396,059
<u>44,302,690</u>	<u>25,956,389</u>	<u>44,430,237</u>	<u>34,722,616</u>	<u>40,600,138</u>	<u>54,709,359</u>
12,324,393	13,986,387	10,832,957	13,193,322	17,814,214	15,197,827
8,152,728	9,448,889	8,338,909	5,855,954	6,611,260	7,759,856
10,539,850	9,117,280	9,454,081	7,706,479	8,208,115	9,444,559
4,961,644	4,640,674	4,121,258	2,869,401	3,673,774	4,437,631
2,613,555	2,500,991	2,366,316	1,745,749	1,827,856	2,296,851
5,806,494	15,048,563	16,295,697	18,284,964	23,289,484	14,887,113
<u>44,398,664</u>	<u>54,742,784</u>	<u>51,409,218</u>	<u>49,655,869</u>	<u>61,424,703</u>	<u>54,023,837</u>
<u>\$88,701,354</u>	<u>\$80,699,173</u>	<u>\$95,839,455</u>	<u>\$84,378,485</u>	<u>\$102,024,841</u>	<u>\$108,733,196</u>
\$2,221,015	\$2,530,566	\$2,361,458	\$2,576,228	\$2,587,905	\$2,486,791
253,543	229,398	232,990	313,816	225,289	329,355
453,724	554,954	227,714	623,329	691,677	587,616
76,987	69,616	77,264	78,665	75,989	84,865
1,252,681	1,319,871	981,977	985,332	1,132,763	1,274,191
2,861,278	3,068,730	2,609,556	2,752,074	2,903,685	2,951,695
6,463,567	5,736,348	10,536,359	7,640,862	6,744,353	7,416,566
412,042	324,419	492,066	3,672,971	1,242,533	692,046
<u>13,994,837</u>	<u>13,833,902</u>	<u>17,519,384</u>	<u>18,643,277</u>	<u>15,604,194</u>	<u>15,823,125</u>

(continued)

# City of Lancaster, Ohio

## Changes in Net Position Last Ten Years (accrual basis of accounting)

	2014	2015	2016	2017
Business-type Activities:				
Charges for Services				
Gas	17,597,507	14,060,793	12,419,202	13,346,170
Water	7,991,000	8,229,806	8,645,087	8,947,621
Water Pollution	11,278,415	11,442,588	12,175,681	12,599,473
Sanitation	3,655,721	3,767,681	3,914,303	3,839,528
Storm Water	3,000,829	3,015,638	3,041,305	2,892,094
Port Authority	9,474,189	5,672,858	5,290,812	6,529,140
Operating Grants and Contributions	149,107	203,559	1,647,722	1,107,583
Capital Grants and Contributions	0	1,248,639	1,082,611	633,684
<i>Total Business-type</i>				
<i>Activities Program Revenues</i>	53,146,768	47,641,562	48,216,723	49,895,293
<i>Total Primary</i>				
<i>Government Program Revenues</i>	69,797,067	61,070,231	60,731,643	63,237,994
<b>Net (Expense)/Revenue</b>				
Governmental Activities	(19,189,002)	(23,289,662)	(27,632,025)	(28,187,781)
Business-type Activities	(2,915,708)	4,968,018	7,960,657	5,829,035
<i>Total Primary Government</i>				
<i>Net (Expense)/Revenue</i>	<u>(\$22,104,710)</u>	<u>(\$18,321,644)</u>	<u>(\$19,671,368)</u>	<u>(\$22,358,746)</u>
<b>General Revenues and Other Changes in Net Position</b>				
Governmental Activities:				
Property Taxes Levied for:				
General Purposes	\$1,769,125	\$1,768,791	\$1,746,676	\$1,886,173
Special Purposes	2,530,507	2,288,683	2,247,405	2,387,133
Debt Service	331,119	331,769	330,869	334,119
Capital Outlay	157,845	175,432	247,126	129,768
Income Taxes	18,135,381	19,459,814	20,293,739	19,528,225
Other Local Taxes	624,904	644,847	621,499	683,298
Intergovernmental Revenue/				
Contributions, Unrestricted	1,468,722	1,519,113	1,261,622	1,260,634
Investment Earnings	328,271	302,372	130,686	431,605
Miscellaneous	585,543	427,219	590,063	724,771
Transfers	0	0	(9,283)	0
<i>Total Governmental Activities</i>	<u>25,931,417</u>	<u>26,918,040</u>	<u>27,460,402</u>	<u>27,365,726</u>
Business-type Activities:				
Special Item	0	0	0	0
Investment Earnings	0	0	0	0
Transfers	0	0	9,283	0
<i>Total Business-type Activities</i>	<u>0</u>	<u>0</u>	<u>9,283</u>	<u>0</u>
<i>Total Primary Government</i>	<u>\$25,931,417</u>	<u>\$26,918,040</u>	<u>\$27,469,685</u>	<u>\$27,365,726</u>
<b>Change in Net Position</b>				
Governmental Activities	\$6,742,415	\$3,628,378	(\$171,623)	(\$822,055)
Business-type Activities	(2,915,708)	4,968,018	7,969,940	5,829,035
<i>Total Primary Government</i>				
<i>Change in Net Position</i>	<u>\$3,826,707</u>	<u>\$8,596,396</u>	<u>\$7,798,317</u>	<u>\$5,006,980</u>

Source: City Auditor's Office

*City of Lancaster, Ohio*

2018	2019	2020	2021	2022	2023
14,177,606	12,876,071	11,744,347	14,339,436	20,777,648	17,717,519
8,791,515	8,828,660	9,351,767	8,989,994	9,866,668	9,551,980
12,336,673	12,533,969	12,611,471	12,187,323	13,086,788	12,605,619
4,045,384	4,219,316	4,377,576	4,526,303	4,721,194	4,794,013
3,031,541	3,274,242	3,091,294	3,139,944	3,113,149	3,115,931
6,244,520	5,031,902	3,645,317	7,325,749	12,609,224	4,182,794
2,630,791	899,748	486,293	1,065,156	0	461,132
310,000	127,606	40,663	1,377,947	3,105,596	1,607,608
51,568,030	47,791,514	45,348,728	52,951,852	67,280,267	54,036,596
65,562,867	61,625,416	62,868,112	71,595,129	82,884,461	69,859,721
(30,307,853)	(12,122,487)	(26,910,853)	(16,079,339)	(24,995,944)	(38,886,234)
7,169,366	(6,951,270)	(6,060,490)	3,295,983	5,855,564	12,759
<u>(\$23,138,487)</u>	<u>(\$19,073,757)</u>	<u>(\$32,971,343)</u>	<u>(\$12,783,356)</u>	<u>(\$19,140,380)</u>	<u>(\$38,873,475)</u>
\$1,798,528	\$1,825,529	\$2,106,171	\$2,237,953	\$2,128,621	\$2,660,554
2,281,700	2,305,255	2,459,283	2,620,804	2,465,959	2,735,992
121,369	118,481	120,331	117,031	118,594	0
90,393	110,050	123,071	113,002	108,886	154,242
19,526,066	20,977,070	20,733,365	30,503,110	35,351,543	36,927,197
478,311	664,742	622,615	630,640	703,982	639,568
1,520,356	2,757,540	1,587,080	1,816,233	1,896,753	1,739,249
559,647	1,067,622	679,766	(220,389)	(1,347,221)	2,732,670
640,433	898,092	3,339,108	363,975	728,691	1,041,281
0	0	(348,057)	(41,000)	78,000	78,000
27,016,803	30,724,381	31,422,733	38,141,359	42,233,808	48,708,753
0	2,106,846	2,332,026	0	0	0
0	0	0	0	(778,424)	1,927,465
0	0	348,057	41,000	(78,000)	(78,000)
0	2,106,846	2,680,083	41,000	(856,424)	1,849,465
<u>\$27,016,803</u>	<u>\$32,831,227</u>	<u>\$34,102,816</u>	<u>\$38,182,359</u>	<u>\$41,377,384</u>	<u>\$50,558,218</u>
(\$3,291,050)	\$18,601,894	\$4,511,880	\$22,062,020	\$17,237,864	\$9,822,519
7,169,366	(4,844,424)	(3,380,407)	3,336,983	4,999,140	1,862,224
<u>\$3,878,316</u>	<u>\$13,757,470</u>	<u>\$1,131,473</u>	<u>\$25,399,003</u>	<u>\$22,237,004</u>	<u>\$11,684,743</u>



## *City of Lancaster, Ohio*

*Fund Balances, Governmental Funds  
Last Ten Years  
(modified accrual basis of accounting)*

	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>
General Fund				
Nonspendable	\$184,142	\$186,934	\$232,405	\$140,780
Assigned	1,335,785	1,358,651	1,303,159	2,987,873
Unassigned	<u>5,482,881</u>	<u>5,684,567</u>	<u>6,518,690</u>	<u>5,069,422</u>
<i>Total General Fund</i>	<u>7,002,808</u>	<u>7,230,152</u>	<u>8,054,254</u>	<u>8,198,075</u>
 All Other Governmental Funds				
Nonspendable	3,018,879	2,974,874	1,392,532	1,305,960
Restricted	13,494,830	7,070,766	8,185,382	7,080,577
Committed	1,965,953	2,006,007	2,041,240	2,177,475
Assigned	0	0	0	0
Unassigned	<u>(1,805,141)</u>	<u>(2,158,940)</u>	<u>(3,430,546)</u>	<u>(3,183,154)</u>
<i>Total All Other Governmental Funds</i>	<u>16,674,521</u>	<u>9,892,707</u>	<u>8,188,608</u>	<u>7,380,858</u>
<i>Total Governmental Funds</i>	<u><u>\$23,677,329</u></u>	<u><u>\$17,122,859</u></u>	<u><u>\$16,242,862</u></u>	<u><u>\$15,578,933</u></u>

Source: City Auditor's Office

*City of Lancaster, Ohio*

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2018	2019	2020	2021	2022	2023
\$144,510	\$141,819	\$153,194	\$140,830	\$319,327	\$158,937
1,463,374	1,322,697	171,498	4,676,463	3,503,063	2,848,524
5,618,519	6,349,751	11,645,299	10,131,790	12,806,532	19,862,917
7,226,403	7,814,267	11,969,991	14,949,083	16,628,922	22,870,378
1,364,716	333,337	363,398	378,178	1,000,793	360,832
7,567,853	10,135,924	11,095,229	14,545,166	18,442,353	21,430,535
2,270,690	2,450,773	2,585,119	3,900,469	4,394,186	6,288,312
0	0	0	0	200,000	275,000
(2,971,594)	(2,734,927)	(2,483,759)	(2,241,888)	(1,998,421)	(1,715,414)
8,231,665	10,185,107	11,559,987	16,581,925	22,038,911	26,639,265
\$15,458,068	\$17,999,374	\$23,529,978	\$31,531,008	\$38,667,833	\$49,509,643

# *City of Lancaster, Ohio*

## *Changes in Fund Balances, Governmental Funds Last Ten Years (modified accrual basis of accounting)*

	2014	2015	2016	2017
<b>Revenues:</b>				
Taxes	\$22,629,962	\$23,802,285	\$25,039,914	\$24,444,584
Intergovernmental Revenues	10,402,482	7,574,806	6,146,543	6,718,005
Charges for Services	5,376,488	5,163,513	5,205,674	5,368,744
Licenses and Permits	30,544	24,527	21,640	19,345
Investment Earnings	322,355	281,853	138,918	441,291
Special Assessments	116,689	112,508	120,658	109,350
Fines and Forfeitures	2,339,400	2,338,992	2,011,572	2,223,888
Donations	0	0	0	0
All Other Revenue	770,866	395,121	599,899	740,648
<b>Total Revenue</b>	<b>41,988,786</b>	<b>39,693,605</b>	<b>39,284,818</b>	<b>40,065,855</b>
<b>Expenditures:</b>				
Current:				
Security of Persons and Property	16,387,166	16,760,874	17,243,275	17,646,731
Public Health and Welfare Services	791,543	1,249,017	822,750	905,566
Leisure Time Activities	1,994,089	1,847,968	1,912,169	2,152,419
Community Environment	884,703	724,103	982,147	785,013
Transportation	6,722,387	7,635,265	6,911,218	7,592,879
General Government	8,216,413	7,579,778	8,526,437	8,867,751
Capital Outlay	6,324,867	8,961,855	2,399,353	1,492,592
Debt Service:				
Principal Retirement	1,390,042	1,358,335	1,226,164	1,262,897
Interest and Fiscal Charges	395,077	521,659	501,561	478,803
<b>Total Expenditures</b>	<b>43,106,287</b>	<b>46,638,854</b>	<b>40,525,074</b>	<b>41,184,651</b>
Excess (Deficiency) of Revenues Over Expenditures	(1,117,501)	(6,945,249)	(1,240,256)	(1,118,796)

*City of Lancaster, Ohio*

2018	2019	2020	2021	2022	2023
\$24,544,397	\$25,350,871	\$25,708,543	\$34,580,944	\$39,221,544	\$43,149,624
8,040,780	7,315,696	12,181,964	9,510,641	9,564,304	9,878,055
5,110,981	5,619,741	4,911,515	5,602,220	5,642,657	6,075,365
21,511	23,235	35,805	55,551	58,253	38,412
557,479	1,044,249	701,163	(220,279)	(1,359,619)	2,753,097
117,219	104,100	115,648	111,606	75,681	84,641
2,273,587	2,466,185	1,900,619	1,937,884	2,227,456	2,055,132
0	1,324,575	0	0	0	0
668,267	897,279	3,391,697	491,847	767,038	1,081,799
41,334,221	44,145,931	48,946,954	52,070,414	56,197,314	65,116,125
18,117,157	18,732,982	18,852,844	20,227,200	21,851,543	24,966,040
848,159	907,678	892,387	872,967	1,166,519	1,082,639
2,010,682	2,184,273	1,987,952	2,273,985	3,038,641	3,274,364
799,357	968,318	878,652	1,240,148	1,330,242	1,500,471
7,247,162	7,674,236	7,921,027	8,268,546	9,199,264	8,374,827
8,504,140	8,317,600	8,983,268	9,116,933	10,406,044	12,232,658
2,287,025	2,157,622	2,017,312	790,391	1,329,874	1,332,874
1,177,763	1,368,026	1,117,957	1,193,411	1,177,106	1,085,506
488,754	480,456	463,370	412,359	386,506	403,395
41,480,199	42,791,191	43,114,769	44,395,940	49,885,739	54,252,774
(145,978)	1,354,740	5,832,185	7,674,474	6,311,575	10,863,351

(Continued)

# *City of Lancaster, Ohio*

## *Changes in Fund Balances, Governmental Funds Last Ten Years (modified accrual basis of accounting)*

	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>
<b>Other Financing Sources (Uses):</b>				
Sale of Capital Assets	0	0	0	0
State Infrastructure Bank Loan	0	0	0	0
Other Financing Sources - Capital Leases	423,428	469,044	244,069	625,000
Ohio Public Works Commission Loan	0	0	210,428	0
General Obligation Bonds Issued	9,350,000	0	0	0
Premium on General Obligation Bonds	127,150	0	0	0
Refunding General Obligation Bonds Issued	2,380,000	0	0	0
Premium on Refunding General Obligation Bonds	38,212	0	0	0
Payment to Refunded Bond Escrow Agent	(2,359,891)	0	0	0
Installment Loan	0	0	0	0
Transfers In	11,404,518	11,887,104	11,523,088	11,847,598
Transfers Out	(11,469,006)	(11,951,592)	(11,664,159)	(11,924,017)
<b>Total Other Financing Sources (Uses)</b>	<u>9,894,411</u>	<u>404,556</u>	<u>313,426</u>	<u>548,581</u>
<b>Net Change in Fund Balance</b>	<u><u>\$8,776,910</u></u>	<u><u>(\$6,540,693)</u></u>	<u><u>(\$926,830)</u></u>	<u><u>(\$570,215)</u></u>
 <b>Debt Service as a Percentage of Noncapital Expenditures</b>	 4.95%	 5.33%	 4.75%	 4.65%

Source: City Auditor's Office

*City of Lancaster, Ohio*

2018	2019	2020	2021	2022	2023
0	0	0	82,892	0	0
0	217,587	6,528	0	0	0
0	986,000	0	282,000	0	0
0	0	0	0	0	0
0	0	0	0	0	0
0	0	0	0	0	0
0	0	0	0	0	0
0	0	0	0	0	0
0	0	0	0	0	0
0	0	0	0	0	0
0	0	0	0	650,000	0
13,788,372	13,023,384	2,554,327	2,188,278	2,755,466	2,755,604
(13,790,372)	(13,025,884)	(2,902,384)	(2,229,278)	(2,687,466)	(2,677,604)
(2,000)	1,201,087	(341,529)	323,892	718,000	78,000
(\$147,978)	\$2,555,827	\$5,490,656	\$7,998,366	\$7,029,575	\$10,941,351
4.47%	4.79%	4.00%	3.96%	3.53%	2.99%

## *City of Lancaster, Ohio*

### *Income Tax Revenues by Source, Governmental Funds Last Ten Years*

<b>Tax year</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>	<b>2017</b>
Income Tax Rate	1.75%	1.75%	1.75%	1.75%
Estimated Personal Income (in thousands)	\$1,566,749	\$1,595,603	\$1,675,569	\$1,760,445
Total Tax Collected	\$17,809,533	\$18,672,494	\$20,100,001	\$19,944,236
Income Tax Receipts				
Withholding	13,883,166	14,439,064	15,248,970	15,278,799
Percentage	77.96%	77.34%	75.88%	76.62%
Corporate	1,897,976	2,067,737	2,444,653	2,413,546
Percentage	10.66%	11.07%	12.16%	12.10%
Individuals	2,028,391	2,165,693	2,406,378	2,251,891
Percentage	11.38%	11.59%	11.96%	11.28%

Source: City Income Tax Department

Credit is given for tax paid to city of employment up to a maximum of 1.0%

*City of Lancaster, Ohio*

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2018	2019	2020	2021	2022	2023
1.75%	1.75%	1.75%	2.20%	2.20%	2.30%
\$1,857,432	\$1,889,057	\$2,071,952	\$2,074,356	\$2,527,691	\$2,183,602
\$19,964,681	\$20,823,359	\$20,751,089	\$28,452,710	\$33,031,456	\$37,858,328
15,737,489	16,084,541	16,477,967	22,094,648	25,317,669	28,752,961
78.83%	77.24%	79.41%	77.65%	76.65%	75.95%
1,974,128	2,179,517	1,974,049	3,468,436	3,883,875	4,657,500
9.89%	10.47%	9.51%	12.19%	11.76%	12.30%
2,253,064	2,559,301	2,299,073	2,889,626	3,829,912	4,447,867
11.28%	12.29%	11.08%	10.16%	11.59%	11.75%





## *City of Lancaster, Ohio*

### *Income Tax Collections Current Year and Nine Years Ago*

Calendar Year 2023				
<u>Income Tax Filers</u>	<u>Number of Filers</u>	<u>Percent of Total</u>	<u>Income Tax Collections</u>	<u>Percent of Income</u>
Top Ten	10	0.11%	\$8,962,323	23.67%
All Others	8,990	99.89%	28,896,005	76.33%
Total	9,000	100.00%	\$37,858,328	100.00%

Calendar Year 2014				
<u>Income Tax Filers</u>	<u>Number of Filers</u>	<u>Percent of Total</u>	<u>Income Tax Collections</u>	<u>Percent of Income</u>
Top Ten	10	0.10%	\$5,087,261	28.56%
All Others	9,673	99.90%	12,722,272	71.44%
Total	9,683	100.00%	\$17,809,533	100.00%

Source: City Income Tax Department

## *City of Lancaster, Ohio*

### *Ratio of Outstanding Debt By Type Last Ten Years*

	2014	2015	2016	2017
<b>Governmental Activities</b> <sup>(1)</sup>				
Housing and Urban Development Loan Payable	\$220,000	\$130,000	\$40,000	\$0
Ohio Public Works Commission Loan Payable	39,560	33,474	240,859	192,686
Ohio Water Development Authority Loans Payable	346,088	329,941	313,264	296,041
Special Assessment Bonds Payable	171,000	150,000	128,000	99,050
General Obligation Bonds Payable	13,177,942	12,369,244	11,541,185	10,688,126
State Infrastructure Bank Loan Payable	159,592	0	0	0
Installment Loan Payable	1,825,522	1,790,370	1,519,878	1,613,850
<b>Business-type Activities</b> <sup>(1)</sup>				
Ohio Water Development Authority Loans Payable	\$47,606,083	\$43,497,740	\$39,590,748	\$36,000,351
Ohio Public Works Commission Loan Payable	0	0	0	0
General Obligation Bonds Payable	0	0	0	0
Revenue Bonds Payable	347,855,825	334,188,997	321,226,153	306,054,973
Long-Term Notes Payable	0	0	0	0
Installment Loan Payable	233,665	165,790	1,158,017	1,060,429
Total Primary Government	<u>\$411,635,277</u>	<u>\$392,655,556</u>	<u>\$375,758,104</u>	<u>\$356,005,506</u>
<b>Population</b> <sup>(2)</sup>				
City of Lancaster	38,854	38,780	39,848	39,848
Outstanding Debt Per Capita	\$10,594	\$10,125	\$9,430	\$8,934
<b>Income</b> <sup>(3)</sup>				
Personal (in thousands)	1,566,749	1,595,603	1,675,569	1,760,445
Percentage of Personal Income	26.27%	24.61%	22.43%	20.22%

**Sources:**

- (1) Source: City Auditor's Office
- (2) Fairfield County Economic Development website using  
the Ohio Dept of Taxation Census Population estimates (2014-2018)  
the U.S. Census Department estimates (2019-2023)
- (3) US Department of Commerce, Bureau of Economic Analysis
  - (a) Per Capita Income is only available by County, Total Personal Income is a calculation

*City of Lancaster, Ohio*

2018	2019	2020	2021	2022	2023
\$0	\$0	\$0	\$0	\$0	\$0
144,514	96,343	72,257	0	0	0
278,254	259,884	240,912	221,319	201,083	180,185
80,500	0	0	0	0	0
10,035,067	9,382,008	8,703,949	8,020,890	7,322,831	6,714,770
0	217,587	224,115	198,932	172,987	146,259
1,151,158	1,554,682	1,148,661	1,028,577	1,237,652	799,772
\$33,301,643	\$30,055,009	\$30,079,620	\$31,811,287	\$48,747,533	\$90,203,988
152,634	346,223	328,912	276,979	242,357	207,735
0	0	0	0	0	3,100,000
290,378,793	363,624,346	359,498,900	353,033,727	348,976,373	344,799,019
0	0	0	1,500,000	1,475,000	975,000
290,368	222,068	151,844	80,449	219,450	179,022
<u>\$335,812,931</u>	<u>\$405,758,150</u>	<u>\$400,449,170</u>	<u>\$396,172,160</u>	<u>\$408,595,266</u>	<u>\$447,305,750</u>
40,280	39,942	40,505	40,552	41,000	41,422
\$8,337	\$10,159	\$9,886	\$9,769	\$9,966	\$10,799
1,857,432	1,889,057	2,071,952	2,074,356	2,527,691	2,183,602
18.08%	21.48%	19.33%	19.10%	16.16%	20.48%

## *City of Lancaster, Ohio*

### *Ratios of General Bonded Debt Outstanding Last Ten Years*

Year	2014	2015	2016	2017
<b>Population</b> <sup>(1)</sup>	38,854	38,780	39,848	39,848
<b>Assessed Value</b> <sup>(2)</sup>	\$722,645,450	\$719,521,390	\$722,023,270	\$740,245,390
<b>General Bonded Debt</b> <sup>(3)</sup>				
General Obligation Bonds	\$13,177,942	\$12,369,244	\$11,541,185	\$10,688,126
<b>Resources Available to Pay Principal</b> <sup>(4)</sup>	\$0	\$11,869	\$0	\$0
<b>Net General Bonded Debt</b>	\$13,177,942	\$12,357,375	\$11,541,185	\$10,688,126
<b>Ratio of Net Bonded Debt to Assessed Value</b>	1.82%	1.72%	1.60%	1.44%
<b>Net Bonded Debt per Capita</b>	\$339.17	\$318.65	\$289.63	\$268.22

**Source:**

- (1) Fairfield County Economic Development website using the Ohio Dept of Taxation Census Population estimates (2014-2018) the U.S. Census Department estimates (2019-2023)
- (2) Fairfield County Auditor
- (3) Includes all general obligation bonded debt supported by property taxes.
- (4) Includes only Debt Service funds available for general obligation bonded debt supported by property taxes.

*City of Lancaster, Ohio*

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2018	2019	2020	2021	2022	2023
40,280	39,942	40,505	40,552	41,000	41,422
\$737,217,750	\$745,389,440	\$843,415,140	\$851,347,650	\$875,438,160	\$1,051,418,450
\$10,035,067	\$9,382,008	\$8,703,949	\$8,020,890	\$7,322,831	\$6,714,770
\$0	\$0	\$0	\$0	\$0	\$0
\$10,035,067	\$9,382,008	\$8,703,949	\$8,020,890	\$7,322,831	\$6,714,770
1.36%	1.26%	1.03%	0.94%	0.84%	0.64%
\$249.13	\$234.89	\$214.89	\$197.79	\$178.61	\$162.11



## *City of Lancaster, Ohio*

*Computation of Direct and Overlapping  
Debt Attributable to Governmental Activities  
December 31, 2023*

<u>Jurisdiction</u>		<u>Gross Debt Outstanding</u>	<u>Percentage Applicable to the City of Lancaster</u>	<u>Amount Applicable to the City of Lancaster</u>
<b>Direct:</b>				
City of Lancaster	(1)	\$7,840,986	100.00%	\$7,840,986
<b>Overlapping:</b>				
Lancaster City School District	(2)	148,117,428	79.85%	118,271,766
Fairfield County	(3)	33,958,685	18.83%	6,394,420
			Subtotal	124,666,186
			Total	\$132,507,172

Source:

- (1) City Auditor's Office
- (2) Lancaster City School District, as of June 30, 2023, the District's fiscal year end.
- (3) Fairfield County Auditor -Annual Comprehensive Financial Report

Percentages determined by dividing each overlapping subdivisions' assessed valuation within the City by the subdivisions' total assessed valuation.



# City of Lancaster, Ohio

## Debt Limitations Last Ten Years

Collection Year	2014	2015	2016	2017
<b>Total Debt</b>				
Net Assessed Valuation	\$722,645,450	\$719,521,390	\$722,023,270	\$740,245,390
Legal Debt Limitation (%) (1)	10.50%	10.50%	10.50%	10.50%
Legal Debt Limitation (\$) (1)	75,877,772	75,549,746	75,812,443	77,725,766
City Debt Outstanding (2)	13,177,942	12,369,244	11,541,185	10,688,126
Less: Applicable Debt Service Fund Amounts	0	(11,869)	0	0
Net Indebtedness Subject to Limitation	13,177,942	12,357,375	11,541,185	10,688,126
Overall Legal Debt Margin	<u>\$62,699,830</u>	<u>\$63,192,371</u>	<u>\$64,271,258</u>	<u>\$67,037,640</u>
<b>Unvoted Debt</b>				
Net Assessed Valuation	\$722,645,450	\$719,521,390	\$722,023,270	\$740,245,390
Legal Debt Limitation (%) (1)	5.50%	5.50%	5.50%	5.50%
Legal Debt Limitation (\$) (1)	39,745,500	39,573,676	39,711,280	40,713,496
City Debt Outstanding (2)	13,177,942	12,369,244	11,541,185	10,688,126
Less: Applicable Debt Service Fund Amounts	0	(11,869)	0	0
Net Indebtedness Subject to Limitation	13,177,942	12,357,375	11,541,185	10,688,126
Overall Legal Debt Margin	<u>\$26,567,558</u>	<u>\$27,216,301</u>	<u>\$28,170,095</u>	<u>\$30,025,370</u>

(1) Direct Debt Limitation based upon Section 133, The Uniform Bond Act of the Ohio Revised Code.

(2) City Debt Outstanding includes Non Self-Supporting General Obligation Bonds and Notes only.  
Enterprise Debt is not considered in the computation of the Legal Debt Margin.

Source: City Auditor's Office

*City of Lancaster, Ohio*

2018	2019	2020	2021	2022	2023
\$737,217,750	\$745,389,440	\$843,415,140	\$851,347,650	\$875,438,160	\$1,051,418,450
10.50%	10.50%	10.50%	10.50%	10.50%	10.50%
77,407,864	78,265,891	88,558,590	89,391,503	91,921,007	110,398,937
10,035,067	9,382,008	8,703,949	8,020,890	7,322,831	6,714,770
0	0	0	0	0	0
10,035,067	9,382,008	8,703,949	8,020,890	7,322,831	6,714,770
\$67,372,797	\$68,883,883	\$79,854,641	\$81,370,613	\$84,598,176	\$103,684,167
\$737,217,750	\$745,389,440	\$843,415,140	\$851,347,650	\$875,438,160	\$1,051,418,450
5.50%	5.50%	5.50%	5.50%	5.50%	5.50%
40,546,976	40,996,419	46,387,833	46,824,121	48,149,099	57,828,015
10,035,067	9,382,008	8,703,949	8,020,890	7,322,831	6,714,770
0	0	0	0	0	0
10,035,067	9,382,008	8,703,949	8,020,890	7,322,831	6,714,770
\$30,511,909	\$31,614,411	\$37,683,884	\$38,803,231	\$40,826,268	\$51,113,245

# City of Lancaster, Ohio

## Pledged Revenue Coverage Last Ten Years

	2014	2015	2016	2017
<b>Water Revenue Bonds (1 a)</b>				
Gross Revenues (2)	\$8,023,002	\$8,211,328	\$8,643,136	\$8,992,669
Direct Operating Expenses (3)	5,802,924	5,822,634	5,914,565	6,108,057
Net Revenue Available for Debt Service	2,220,078	2,388,694	2,728,571	2,884,612
Annual Debt Service Requirement	516,081	514,981	513,981	509,831
Coverage	4.30	4.64	5.31	5.66
<b>Water Pollution Revenue Bonds (1 b)</b>				
Gross Revenues (2)	\$11,378,708	\$11,499,199	\$12,185,806	\$12,745,699
Direct Operating Expenses (3)	4,403,285	3,930,137	4,609,387	4,778,447
Net Revenue Available for Debt Service	6,975,423	7,569,062	7,576,419	7,967,252
Annual Debt Service Requirement	1,749,756	1,753,812	1,688,038	1,637,900
Coverage	3.99	4.32	4.49	4.86
<b>Port Authority Gas Supply Revenue Bonds (1 c)</b>				
Gross Revenues (2)	\$9,475,747	\$5,668,319	\$5,291,860	\$6,540,915
Direct Operating Expenses (3)	6,531,561	290,978	242,969	328,795
Net Revenue Available for Debt Service	2,944,186	5,377,341	5,048,891	6,212,120
Annual Debt Service Requirement	2,852,227	15,284,079	16,505,174	18,078,461
Coverage	1.03	0.35	0.31	0.34
<b>Special Assessment Bonds (1 d)</b>				
Special Assessment Collections	\$41,881	\$39,239	\$43,231	\$38,304
Debt Service				
Principal	20,000	21,000	22,000	28,950
Interest	9,550	8,550	7,500	7,550
Coverage	1.42	1.33	1.47	1.05

(1 a) In 2004 the City issued \$8,205,000 of Water Revenue Bonds

These bonds were refunded in 2012 with the issuance of \$5,795,000 in Water Revenue Bonds.

(1 b) In 2004 the City issued \$5,095,000 of Water Pollution Revenue Bonds

These bonds were refunded in 2012 with the issuance of \$3,680,000 in Water Pollution Revenue Bonds.

In 2008 the City issued \$21,195,000 of Water Pollution Revenue Bonds

These bonds were refunded in 2016 with the issuance of \$15,395,000 in Water Pollution Revenue Bonds.

(1 c) In 2008 the City issued \$348,750,000 of Gas Supply Bonds

In 2019 the City issued \$300,065,000 of Gas Supply Bonds to refund the 2008 bonds

(1 d) In 2001 the City issued \$367,000 of Special Assessment Bonds, which were paid off in 2019.

(2) Gross revenues include operating revenues plus interest income.

(3) Direct operating expenses include operating expenses less depreciation.

N/A = not applicable

Source: City Auditor's Office

*City of Lancaster, Ohio*

2018	2019	2020	2021	2022	2023
\$8,877,949	\$8,988,156	\$9,441,826	\$8,935,894	\$9,466,007	\$10,144,555
5,946,393	7,408,599	6,605,168	4,493,217	5,144,462	6,259,566
2,931,556	1,579,557	2,836,658	4,442,677	4,321,545	3,884,989
517,431	514,231	510,631	516,631	510,532	513,813
5.67	3.07	5.56	8.60	8.46	7.56
\$12,638,715	\$13,097,897	\$12,962,949	\$12,062,972	\$12,566,043	\$13,617,135
6,340,117	5,462,606	5,179,942	3,975,764	4,604,001	5,793,973
6,298,598	7,635,291	7,783,007	8,087,208	7,962,042	7,823,162
1,635,000	1,635,350	1,639,750	3,835,350	1,314,800	1,317,000
3.85	4.67	4.75	2.11	6.06	5.94
\$6,291,644	\$5,052,764	\$3,617,450	\$7,134,824	\$12,570,115	\$4,361,955
246,515	4,672,212	2,753,731	4,824,161	9,917,948	1,632,829
6,045,129	380,552	863,719	2,310,663	2,652,167	2,729,126
20,013,639	11,759,029	19,016,715	16,073,875	16,071,875	16,076,750
0.30	0.03	0.05	0.14	0.17	0.17
\$40,471	\$35,443	\$38,816	\$33,293	\$10	\$0
18,550	80,500	0	0	0	0
3,803	2,012	0	0	0	0
1.81	0.43	N/A	N/A	N/A	N/A

## *City of Lancaster, Ohio*

### *Demographic and Economic Statistics Last Ten Years*

Calendar Year	2014	2015	2016	2017
<b>Population</b>				
City of Lancaster (2)(3)	38,854	38,780	39,848	39,848
Fairfield County (1)(3)	150,381	151,408	152,597	154,733
<b>Income</b> (3) (a)				
Total Personal (in thousands)	1,566,749	1,595,603	1,675,569	1,760,445
Per Capita	40,324	41,145	42,049	44,179
<b>Unemployment Rate</b> (4)				
Federal	6.2%	5.3%	4.9%	4.4%
State	5.7%	4.9%	4.9%	5.0%
Fairfield County	5.0%	4.3%	4.2%	4.3%
<b>Civilian Work Force Estimates</b> (4)				
State	5,719,500	5,700,300	5,713,100	5,780,000
Fairfield County	74,900	75,400	75,800	77,400
Lancaster	17,900	17,900	17,900	17,400

#### **Sources:**

- (1) US Bureau of Census of Population
- (2) Fairfield County Economic Development website using the Ohio Dept of Taxation Census Population estimates (2014-2018) the U.S. Census Department estimates (2019-2023)
- (3) US Department of Commerce, Bureau of Economic Analysis information is only available through 2022 for the presentation of 2023 statistics, the City is using the latest information available.
- (a) Per Capita Income is only available by County, Total Personal Income is a calculation
- (4) State Department of Labor Statistics

*City of Lancaster, Ohio*

2018	2019	2020	2021	2022	2023
40,280	39,942	40,505	40,552	41,000	41,422
155,782	157,574	159,709	161,064	162,898	165,360
1,857,432	1,889,057	2,071,952	2,074,356	2,527,691	2,183,602
46,113	47,295	51,153	51,153	61,651	52,716
3.9%	3.7%	8.1%	5.3%	3.6%	3.7%
4.6%	4.1%	8.1%	5.1%	4.0%	3.5%
4.0%	3.7%	6.6%	4.3%	3.5%	2.9%
5,754,900	5,802,300	5,754,300	5,736,900	5,741,300	5,582,400
77,300	78,000	78,600	79,800	80,500	80,900
17,300	17,969	18,194	18,766	18,600	18,700



## *City of Lancaster, Ohio*

### *Principal Employers Current Year and Nine Years Ago*

Employer	Nature of Business	2023		
		Number of Employees	Rank	Percentage of Total Employment
Fairfield Medical Center	Medical Services	1,705	1	9.12%
Anchor Acquisition LLC	Manufacturer	1,638	2	8.76%
Lancaster City Schools	Education	1,280	3	6.84%
Fairfield County	Government	1,239	4	6.63%
MAGNA	Manufacturer	1,120	5	5.99%
Kroger	Grocer	606	6	3.24%
Group Management Services	Employment Services	429	7	2.29%
State of Ohio	Government	415	8	2.22%
Daily Services	Employment Services	408	9	2.18%
Electrical Specialists Inc	Services	310	10	1.66%
Total		9,150		48.93%
Total Employment within the City		18,700		

Employer	Nature of Business	2014		
		Number of Employees	Rank	Percentage of Total Employment
Fairfield Medical Center	Medical Services	1,864	1	10.90%
Fairfield County	Government	938	2	5.49%
Anchor Hocking	Glass Manufacturer	900	3	5.26%
Lancaster City Schools	Education	705	4	4.12%
City of Lancaster	Government	430	5	2.51%
Ralston Foods/Con Agra	Manufacturer	341	6	1.99%
Kroger	Food	262	7	1.53%
Diamond Power	Metal Fabrication	240	8	1.40%
Crestview**	Nursing Care	212	9	1.24%
Fairfield Homes**	Construction	194	10	1.13%
Total		6,086		35.57%
Total Employment within the City		17,100		

[www.businesscounty.com](http://www.businesscounty.com)

\*\* And information from companies responding via telephone.

#### **Sources:**

2023 - Lancaster City Income Tax Department

2014 - Fairfield County Chamber of Commerce



# *City of Lancaster, Ohio*

## *Full Time Equivalent Employees by Function Last Ten Years*

	2014	2015	2016	2017
<b>Governmental Activities</b>				
General Government				
Auditor	5.00	5.00	5.00	5.00
Treasurer	1.00	1.00	1.00	1.00
Legal	9.00	7.00	10.00	11.00
City Council	11.00	11.00	11.00	11.00
Court	36.00	36.00	39.00	39.00
Administration	5.00	4.00	4.00	5.00
Engineering	3.00	3.00	3.00	3.00
Certified Building	3.00	3.00	4.00	5.00
Income Tax	4.00	4.00	4.00	4.00
Maintenance	1.00	1.00	1.00	1.00
Information Systems	8.00	8.00	8.00	6.00
Security of Persons and Property				
Police	83.00	82.00	85.00	84.00
Fire	72.00	72.00	70.00	72.00
Public Health and Welfare	2.00	2.00	2.00	2.00
Cemetery	4.00	4.00	4.00	4.00
Transportation				
Street	22.00	23.00	23.00	23.00
Leisure Time Activities				
Parks	26.00	25.00	29.00	28.00
Community Environment				
Community Development	3.00	3.00	3.00	3.00
Public Transit	1.00	2.00	3.00	3.00
Civil Service	1.00	1.00	1.00	1.00
<b>Business-Type Activities</b>				
Utilities				
Gas	25.00	25.00	25.00	26.00
Water	39.00	38.00	38.00	39.00
Water Pollution	24.00	24.00	25.00	23.00
Sanitation	21.00	20.00	21.00	21.00
Storm Water	5.00	5.00	5.00	5.00
Utilities Collection	15.00	15.00	15.00	16.00
<i>Total Employees</i>	<u>429.00</u>	<u>424.00</u>	<u>439.00</u>	<u>441.00</u>

**Method:** 1.00 for each full-time, 0.50 for each part-time and 0.25 for each seasonal employee

Source: City Auditor's Office

*City of Lancaster, Ohio*

2018	2019	2020	2021	2022	2023
5.00	5.00	5.00	5.00	6.00	6.00
1.00	1.00	1.00	1.00	2.00	2.00
11.00	11.00	11.00	12.00	11.00	12.00
11.00	11.00	11.00	11.00	11.00	11.00
41.00	41.00	40.00	44.00	42.00	45.00
5.00	5.00	5.00	5.00	6.00	7.00
3.00	4.00	4.00	4.00	4.00	4.00
5.00	6.00	6.00	6.00	8.00	7.00
3.00	4.00	5.00	5.00	5.00	8.00
1.00	1.00	1.00	1.00	1.00	1.00
5.00	6.00	5.00	7.00	5.00	8.00
80.00	84.00	77.00	89.00	85.00	90.00
72.00	68.00	65.00	78.00	78.00	81.00
3.00	3.00	3.00	3.00	4.00	4.00
4.00	4.00	4.00	4.00	5.00	5.00
24.00	24.00	27.00	28.00	28.00	28.00
26.00	28.00	26.00	22.00	18.00	20.00
3.00	3.00	3.00	3.00	4.00	3.00
3.00	3.00	36.00	29.00	39.00	19.00
1.00	1.00	1.00	1.00	1.00	2.00
27.00	27.00	27.00	28.00	28.00	27.00
37.00	37.00	38.00	36.00	37.00	36.00
23.00	23.00	23.00	25.00	21.00	23.00
22.00	22.00	23.00	28.00	24.00	23.00
5.00	5.00	5.00	7.00	5.00	6.00
16.00	16.00	16.00	17.00	16.00	15.00
437.00	443.00	468.00	499.00	494.00	493.00

# *City of Lancaster, Ohio*

## *Operating Indicators by Function Last Ten Years*

	2014	2015	2016	2017
<b>Governmental Activities</b>				
General Government				
Court				
Number of Traffic Cases	17,898	17,631	16,678	17,733
Number of Open Cases	1,335	1,271	1,449	1,673
Licenses and Permits				
Number of Building Permits	1,049	1,258	1,338	2,233
Number of Building Inspections	2,436	2,878	3,759	4,145
Security of Persons and Property				
Police				
Number of Calls Received	56,254	60,578	60,685	62,306
Number of Traffic Citations	2,616	4,205	2,412	4,399
Number of Arrests	1,494	1,481	1,447	1,991
Parking Tickets Written	696	598	451	929
Fire				
Number of Fire Calls	1,569	1,767	1,910	2,005
Number of EMS Runs	6,931	7,259	7,358	7,696
Number of Inspections	1,433	1,503	1,596	1,584
Leisure Time Activities				
Parks				
Number of Programs Offered	61	62	62	62
Number of Pool Admissions	18,283	19,022	24,597	13,380
<b>Business-Type Activities</b>				
Water				
Number of Service Connections	15,424	15,464	15,499	15,554
Daily Average Consumption (thousands of gallons)	3.75M	4.57M	3.67M	3.63M
Peak Daily Consumption (thousands of gallons)	5.76M	5.89M	5.64M	6.18M
Water Pollution				
Number of Service Connections	15,129	15,095	15,215	15,264
Maximum Daily Capacity	14M	14M	14M	14M
Daily Average Sewage Treatment (thousands of gallons)	7.23M	6.84M	7.07M	7.56M
Sanitation				
Number of Customers	15,490	15,518	15,566	15,622
Storm Water				
Number of Customers	14,820	14,832	14,876	14,954

Source: City Auditor's Office

*City of Lancaster, Ohio*

2018	2019	2020	2021	2022	2023
15,395	15,178	10,537	10,243	12,304	10,175
1,389	1,185	1,055	642	1,002	981
2,101	1,654	1,116	1,218	1,072	1,224
5,388	2,011	3,222	3,640	3,973	3,146
60,456	62,282	56,281	50,839	58,291	70,690
3,809	4,442	3,028	2,431	1,887	2,043
1,177	1,889	1,847	3,097	1,764	1,859
1,352	999	368	100	91	101
2,086	1,209	1,138	1,150	1,306	1,442
7,831	8,198	7,721	8,450	8,944	8,797
1,563	1,477	980	1,351	2,340	2,400
67	46	13	37	42	43
27,505	28,397	0	20,716	19,342	18,660
15,642	15,677	15,706	15,985	16,183	16,163
3.85M	3.93M	3.85M	3.89M	3.82M	3.89M
6.2M	6.44M	6.24M	6.6M	6.6M	6.7M
15,384	15,478	15,418	15,420	15,406	15,884
17.87M	18.13M	18.73M	13.933M	15.29M	13.89M
8.99M	8.94M	7.73M	6.904M	7.41M	6.3M
15,703	16,100	15,793	15,822	16,151	16,165
15,009	15,754	15,106	15,148	15,369	15,320

# *City of Lancaster, Ohio*

## *Capital Asset Statistics by Function Last Ten Years*

	2014	2015	2016	2017
<b>Governmental Activities</b>				
General Government				
Public Land and Buildings				
Land (1)	18.598	18.598	1,453.94	1,453.94
Buildings	36	36	37	38
Security of Persons and Property				
Police				
Stations	1	1	1	1
Vehicles	38	37	38	40
Fire				
Stations	3	3	3	3
Vehicles	18	18	19	20
Public Health & Welfare				
Cemetery				
Land (acres)	150	150	150	150
Transportation				
Street				
Streets (lane miles) (2)	185	185	185	185
Street Lights	2,476	2,476	2,476	2,476
Traffic Signals	86	86	88	86
Leisure Time Activities				
Parks				
Land (acres)	733	733	733	733
Buildings	21	21	21	21
Parks	27	27	27	27
Playgrounds	12	12	12	12
Swimming Pools	2	2	2	2
Tennis Courts	13	13	13	13
Baseball/Softball Diamonds	26	26	26	26
Soccer Fields	22	22	22	22

- (1) Previous to 2016, total land (shown in square miles) within the corporate boundaries of the City was being reported.  
Beginning in 2016, only City owned land (shown in acres) is reported.
- (2) Previous to 2020, the miles were reported as centerline miles.  
Beginning in 2020, the miles are reported as lane miles.

***City of Lancaster, Ohio***

2018	2019	2020	2021	2022	2023
1,427.97 38	1,453.94 38	1,514.82 38	1,551.54 55	1,565.01 57	1,569.08 57
1 36	1 37	1 36	1 35	1 31	1 31
3 19	3 18	3 19	3 18	3 18	3 19
150	150	150	122	122	122
185 2,527 86	185 2,509 80	372 2,517 78	372 2,529 79	372 2,539 79	392 2,541 79
757 21 27 12 3 13 26 22	830 35 27 13 3 15 25 20	830 21 27 13 3 15 25 20	830 21 27 13 3 15 25 20	841 24 28 13 3 13 21 19	841 24 28 13 3 13 21 19

(continued)

## *City of Lancaster, Ohio*

### *Capital Asset Statistics by Function Last Ten Years*

	2014	2015	2016	2017
<b>Business-Type Activities</b>				
Utilities				
Water				
Waterlines (Miles)	182	182	182	183
Pump Stations	2	2	2	2
Number of Hydrants	1,885	1,892	1,900	1,864
Storage Capacity (thousands of gallons)	9.8M	9.8M	9.8M	9.8M
Water Pollution				
Sewerlines (Miles)	186	186	186	186
Lift Stations	11	11	11	10
Sanitation				
Packers	10	9	9	9
Storm Water				
Storm Sewers (Miles)	88	88	88	88
Gas				
Gaslines (Miles)	249	249	255	254

Source: City Auditor's Office

*City of Lancaster, Ohio*

2018	2019	2020	2021	2022	2023
183	184	184	192	192	192
2	2	2	2	2	2
1,864	1,872	2,000	2,000	2,009	2,009
9.8M	9.8M	9.8M	9.8M	9.8M	9.8M
186	187	187	181	182	183
10	10	10	10	10	10
11	11	11	10	11	11
88	88	88	94	94	94
256	254	256	260	256	258







### **Beat The Heat Trap-Neuter-Return (TNR) Program Statistics**

**2022: 427 cats fixed (246 female/181 male)**

**2023: 625 cats fixed (372 female/253 male)**

**2024: 287 cats fixed (172 female/115 male) on pace for 574**

### **Cost of services:**

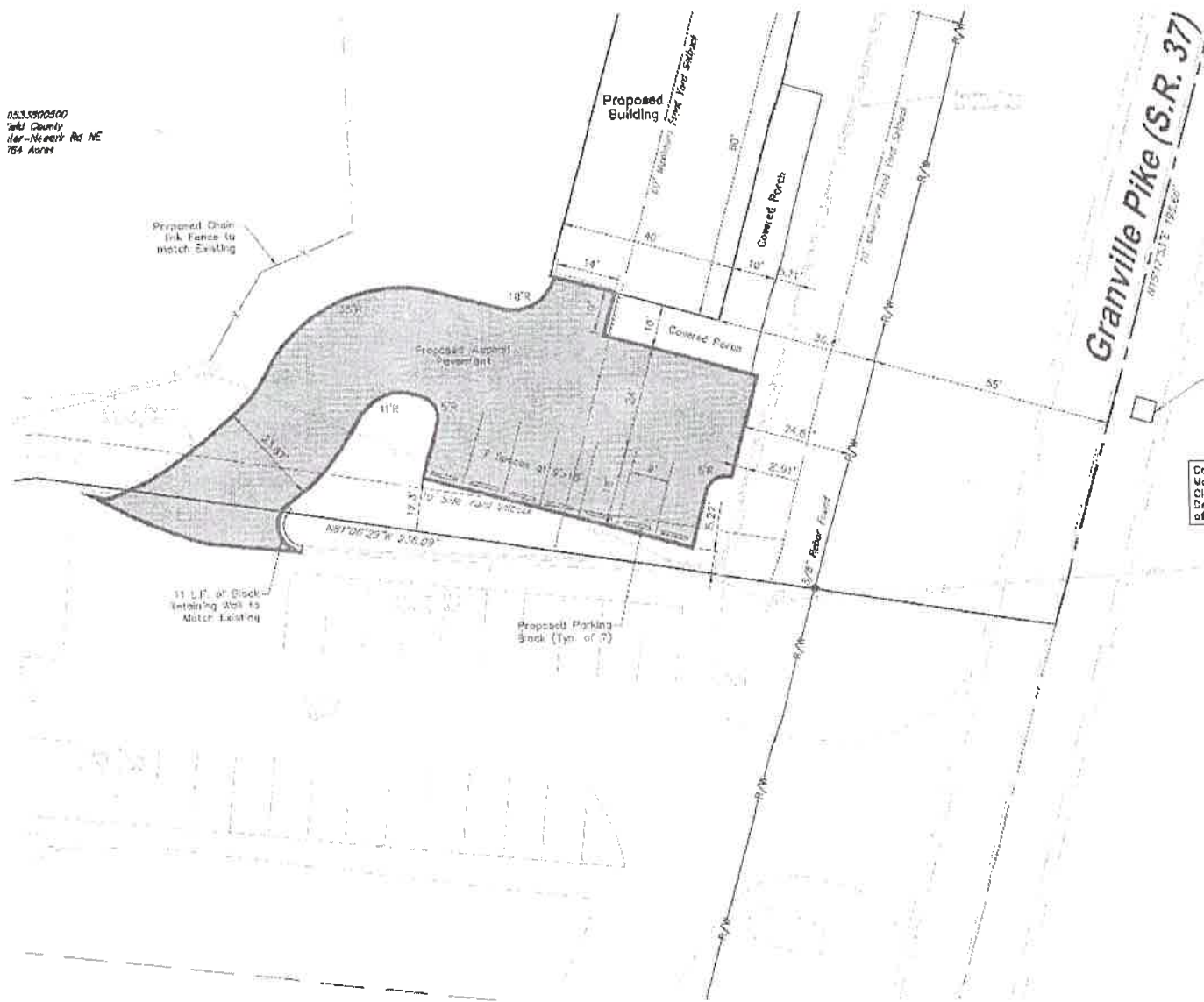
**2022 cost per cat of \$60 shared 50/50 totaled \$12,810.**

**2023 cost per cat of \$70 shared 50/50 totaled \$21,875.**

**2024 cost per cat of \$70 shared 50/50 estimated \$20,090.**

**County contributes \$12,500 per year. Cost has exceeded 50/50 contribution by \$17,275 over first 3 years of program. FAHS is seeking a \$5,000 yearly contribution increase to help continue with the shared program costs.**

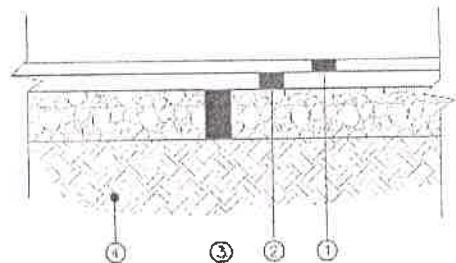
05335900500  
 York County  
 Her-Neck Rd NE  
 164 Acres



PAR: 05335900500  
 Granville Properties, LLC  
 1750-1756 Lancaster-Newark Rd  
 1.47 Acres

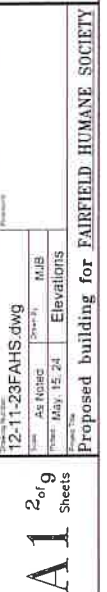
3 S.Y. of Asphalt  
 Pavement to be  
 Removed and  
 Replaced Per Cal  
 SUD W-12 Type A

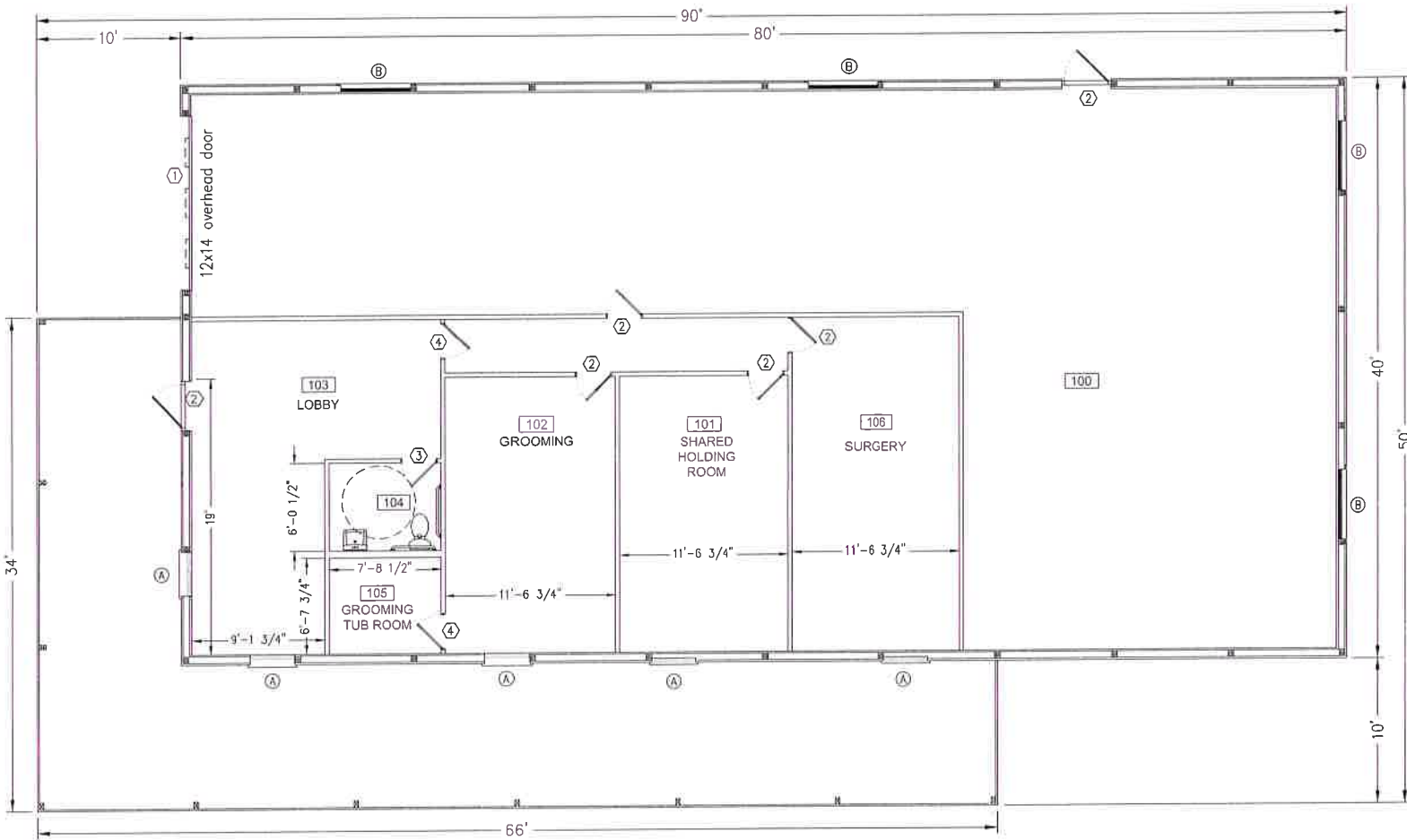
Contractor Shall Coordinate  
 Maintenance of Traffic With the  
 City of Lancaster Transportation  
 Department Prior to the Start  
 of Construction



# LEGEND

- ① 1 1/2" of Asphalt Concrete, Item 441 Surface Course, Type 1
- ② 1 1/2" of Asphalt Concrete, Item 441 Intermediate Course, Type 1
- ③ 8" Aggregate Base, Item 304

ARCHITECT



FLOOR PLAN  
SCALE: 3/16" = 1'-0"

ROOM SCHEDULE			
ROOM	FINISH	DOOR	NOTE
100	20 sq. WHITE TRAIL LINEN	20 sq. WHITE TRAIL LINEN	20 sq. WHITE TRAIL LINEN
101	20 sq. WHITE TRAIL LINEN	20 sq. WHITE TRAIL LINEN	20 sq. WHITE TRAIL LINEN
102	20 sq. WHITE TRAIL LINEN	20 sq. WHITE TRAIL LINEN	20 sq. WHITE TRAIL LINEN
103	20 sq. WHITE TRAIL LINEN	20 sq. WHITE TRAIL LINEN	20 sq. WHITE TRAIL LINEN
104	20 sq. WHITE TRAIL LINEN	20 sq. WHITE TRAIL LINEN	20 sq. WHITE TRAIL LINEN
105	20 sq. WHITE TRAIL LINEN	20 sq. WHITE TRAIL LINEN	20 sq. WHITE TRAIL LINEN
106	20 sq. WHITE TRAIL LINEN	20 sq. WHITE TRAIL LINEN	20 sq. WHITE TRAIL LINEN

DOOR SCHEDULE			
DOOR	FINISH	DOOR	NOTE
1	20 sq. WHITE TRAIL LINEN	20 sq. WHITE TRAIL LINEN	20 sq. WHITE TRAIL LINEN
2	20 sq. WHITE TRAIL LINEN	20 sq. WHITE TRAIL LINEN	20 sq. WHITE TRAIL LINEN
3	20 sq. WHITE TRAIL LINEN	20 sq. WHITE TRAIL LINEN	20 sq. WHITE TRAIL LINEN
4	20 sq. WHITE TRAIL LINEN	20 sq. WHITE TRAIL LINEN	20 sq. WHITE TRAIL LINEN

WINDOW SCHEDULE			
WINDOW	FINISH	WINDOW	NOTE
1	20 sq. WHITE TRAIL LINEN	20 sq. WHITE TRAIL LINEN	20 sq. WHITE TRAIL LINEN
2	20 sq. WHITE TRAIL LINEN	20 sq. WHITE TRAIL LINEN	20 sq. WHITE TRAIL LINEN
3	20 sq. WHITE TRAIL LINEN	20 sq. WHITE TRAIL LINEN	20 sq. WHITE TRAIL LINEN
4	20 sq. WHITE TRAIL LINEN	20 sq. WHITE TRAIL LINEN	20 sq. WHITE TRAIL LINEN

ARCHITECT

12-11-23FAHS.dwg  
As Noted  
Floor Plan  
Proposed building for FAIRFIELD HUMANE SOCIETY

A2 3 of 9  
Sheets

Proposed building for FAIRFIELD HUMANE SOCIETY



### **2024 Expansion Site Development Costs**

**Harral & Stevenson Site plan engineering: \$15,750**

**Stutske Construction estimate: \$66,980**

**Eversole Builders parking lot prep: \$21,900**

**Spires Paving parking lot quote: \$18,786**

**Total site development costs: \$123,416**

**FAHS is requesting consideration in assistance with site development costs in the amount of \$61,708. All other improvements to the site, with any overages on estimates above, will be covered by FAHS. Total project budget is currently estimated at \$375,000.**



**Harral and Stevenson, LLC**  
2869 North Court Street  
Circleville, OH 43113  
740-497-4432  
chegarty@harralstevenson.com  
www.harralstevenson.com

**BILL TO**

Steve Eversole  
Eversole Builders, Inc.  
Eversole Builders  
2495 Election House Rd  
Lancaster, OH 43130

**INVOICE # 2586**

**DATE 05/17/2024**

**P.O. NUMBER/PROJECT NUMBER**

E241002

**DESCRIPTION**

**AMOUNT**

Fairfield County Humane Society: 90% complete as per proposal  
dated 12/27/23; \$1750 remaining to invoice

15,750.00

Thank you for choosing Harral and Stevenson

**BALANCE DUE**

**\$15,750.00**

OK - Steve Eversole  
This is as per  
his original Quote  
go ahead & Pay

Stutske Construction  
11528 Summerland Beach Rd  
Millersport Ohio 43046  
614-206-2528

Est No. 7082024

**Estimate**

**Customer**

Name Eversole Builders  
Address  
City State OH ZIP  
Phone

Date 7/8/2024  
Order No.  
Rep  
FOB

Qty	Description	Unit Price	TOTAL
	Fairfield Area Humane Society Project		
	Price is figured for encountering some rock. Soild rock is excluded.		
1	Excavation, grading, and hauling dirt off site.	\$19,400.00	\$19,400.00
1	Water and sewer line with bore shots in light rock. Pipe, labor, and equipment included.	\$23,700.00	\$23,700.00
1	Storm sewer and down spout lines in light rock. Pipe, catch basin, headwall, labor, equipment included.	\$23,880.00	\$23,880.00
	Stone for parking lot is not included. All bedding and rip rap stone is included.		
	Water service is priced from the curb stop to the building.		
		SubTotal	\$66,980.00
		Shipping & Handling	
		Taxes State	
		<b>TOTAL</b>	<b>\$66,980.00</b>

**Payment Details**

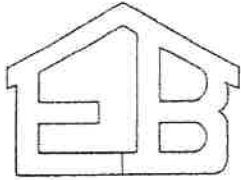
- ☐ Cash  
☒ Check  
☐ Credit Card

Name  
CC #  
Expires

Shipping & Handling  
Taxes State

**TOTAL** \$66,980.00





# PROPOSAL Eversole Builders

POST FRAME BUILDINGS

2495 Election House Road • Lancaster, Ohio 43130  
(740) 654-2855 • 1-888-EVERSOL • Fax (740) 687-0203



Proposal No. 7023

PROPOSAL SUBMITTED TO:

Fairfield Area Humane Society  
1721 Granville Pike  
Lancaster, OH 43130

PHONE:

740-407-7253

DATE:

07/08/2024

JOB NAME:

JOB LOCATION:

fairhumanedirector@yahoo.com

We hereby submit specifications and estimates for:

• 304 Limestone for under driveway and building 730 tons

Total Erected Price: \$21,900.00

Price based on level build site

Colors:

Walls \_\_\_\_\_

Roof \_\_\_\_\_

Trim \_\_\_\_\_

**We Propose** hereby to furnish material and labor – complete in accordance with above specifications, for the sum of:

dollars (\$

Payment to be made as follows:

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workers' Insurance.

Authorized  
Signature \_\_\_\_\_

Note: This proposal may be  
withdrawn by us if not accepted within 30 day

**Net cash upon completion. Interest charged on past due balance. Rate of interest 2% per month. Annual rate 24%.**

**Acceptance of Proposal** – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: \_\_\_\_\_

Signature \_\_\_\_\_

Signature \_\_\_\_\_

1480 SUGAR GROVE RD SE  
LANCASTER, OHIO 43130  
Phone: 740-653-6837  
Fax: 740-653-6839



WEBSITE: WWW.SPIRESPAVING.COM

"A Trusted Name Since 1984"

PROPOSAL SUBMITTED TO:

Eversole Builders

CONTACT:

Steve Eversole

DATE

7/8/2024

STREET ADDRESS:

2495 Election House Rd.

PHONE:

740-808-0480

JOB NAME:

Fairfield Area Humane Society

CITY, STATE AND ZIP CODE:

Lancaster, OH 43130

EMAIL:

steve@eversolebuilders.com

JOB LOCATION:

1721 Granville Pike Lancaster, OH

**SCOPE OF WORK TO BE COMPLETED**

**PAVE EXISTING STONE PARKING LOT**

**556 SY**

\* ALL STONE TO BE INSTALLED BY OTHERS. ANY ADDITIONAL STONE, IF NEEDED, SHALL BE INSTALLED AT \$35/TON

\* FINE GRADE EXISTING STONE BASE & COMPACT

\* PAVE 1.5" #448 TYPE 2 INTERMEDIATE COURSE ASPHALT (PG 64-22)

\* PAVE 1.5" #448 TYPE 1 ASPHALT SURFACE COURSE (PG 64-22)

\* PAVEMENT THICKNESS IS FINAL COMPACTED THICKNESS.

\* STRIPE TO PROPOSED LAYOUT DESIGN. 1 COAT STANDARD TRAFFIC PAINT.

\* PRICE IS BASED ON PERFORMING ALL WORK ON THE SAME MOBILIZATION.

\* NO PW LABOR. NO PARKING BLOCKS. MATERIALS ARE TAX EXEMPT

\* NO PATCH ON S.R. 37

\* SPIRES PAVING WILL NOT BE RESPONSIBLE FOR ANY DAMAGE TO EXISTING PARKING LOT FROM DUMP TRUCK TRAFFIC

**PLEASE SIGN & RETURN SO THAT WE CAN SCHEDULE YOUR JOB TO BE DONE.**

**IF YOU HAVE ANY QUESTIONS, PLEASE GIVE US A CALL. THANKS**

**We propose to furnish material and labor complete in accordance with the above specifications, for the sum of: \$18,786.00**

**COST ESCALATION CLAUSE** -Due to our supplier terms, fuel & materials cost and increase, surcharges may be added to bill if estimate accepted after 15 days from above date.

**Our company is a Equal Opportunity Employer and is a DRUG-Free Place that participates in the Ohio BWC safety council, pays BWC & is fully insured.**

**Note:** All garages doors should be open during paving. Cracking due to existing surfaces, tree roots, improper care or maintenance after installation, or any natural cause is not covered by our warranty. Contractor will not be responsible to repair for any of the above conditions. No warranty will apply after 30 days of installation for any job where only base asphalt is used. Contractor will not be responsible for any rework when customer does not provide the proper density of sub base.

**\*\* Terms of Payment to be made as follows: Half of the contract amount is due prior to the beginning of work. NET PAYABLE ON COMPLETION. \*\***  
**A finance charge of 1 1/2 percent per month (18% per annum) will be charged on any unpaid balance 7 days after job completion accruing back to date of completion.**

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond our control.

Authorized Signature:

**Rick Arganbright 740-304-5204**  
**rick@spirespaving.com**

Note: This Proposal may be withdrawn by us if not accepted within 15 days.

Acceptance of Proposal. The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above:

Date of Acceptance \_\_\_\_\_

By signing, I also understand that the Terms of Payment to be made as follows: Half of contract amount is due prior to work and NET PAYABLE ON COMPLETION. I also understand that failure to honor the terms of this agreement, that a mechanics lien or other collection methods will occur immediately.

Customer Signature: \_\_\_\_\_

## Cash Flow Comparisons

\*

Staci Estimate		2024 Capital Adj	Total
Revenue	70,000,000.00	-	70,000,000.00
Expense	65,000,000.00	-	65,000,000.00
Encumbrances	2,660,527.60	-	2,660,527.60
Cash Flow Est	(43,645,010.56)	-	(43,645,010.56)

\*

Bart Estimate		2024 Capital Adj	Total
Revenue	(69,263,004.46)	-	(69,263,004.46)
Expense	67,406,676.30	-	67,406,676.30
Encumbrances	2,660,527.60	-	2,660,527.60
Cash Flow Est	(40,501,338.72)	-	(40,501,338.72)

Staci-Bart		2024 Capital Adj	Total
Revenue	139,263,004.46	-	139,263,004.46
Expense	(2,406,676.30)	-	(2,406,676.30)
Cash Flow Est	(3,143,671.84)	-	(3,143,671.84)

2023 Carryover Cash	39,323,965.29
2024 Staci Estimated Carryover Cash	43,645,010.56
2023 vs 2024	4,321,045.27

2023 Carryover Cash	39,323,965.29
2024 Bart Estimated Carryover Cash	40,501,338.72
2023 vs 2024	1,177,373.43

Original Budget	
Revenue	(63,868,109.00)
Expense	62,942,881.00
Total	(925,228.00)

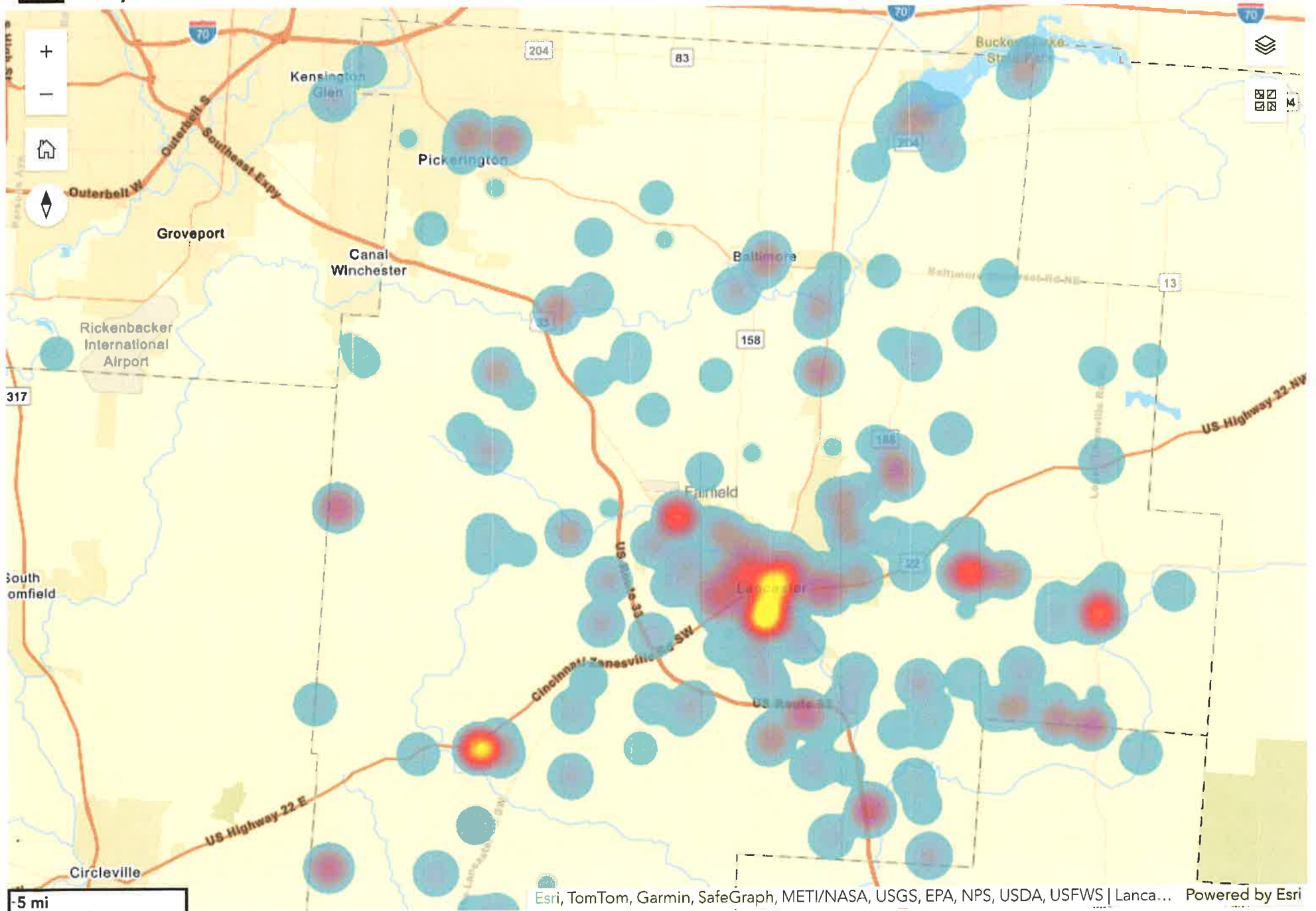
Revised Budget	
Revenue	(63,868,109.00)
Expense	66,513,190.08
Total	2,645,081.08

\* Expense Includes \$4M for Colonade

\* Expense Included \$130k comp plan changes for 2024.

Row Labels	Sum of Jun-Cum	Sum of Jun-Rem (Jul-Dec)	Sum of Fcst	YOY Increase	
<b>Expense</b>	<b>167,874,058.46</b>	<b>156,835,965.32</b>	<b>324,710,023.78</b>		
2019	25,400,690.99	20,480,972.72	45,881,663.71	55%	45%
2020	25,102,686.29	20,577,160.60	45,679,846.89	55%	45%
2021	24,935,120.54	29,609,710.63	54,544,831.17	46%	54%
2022	27,638,230.41	26,646,538.01	54,284,768.42	51%	49%
2023	31,895,086.18	29,147,151.11	61,042,237.29	52%	48%
2024	32,902,244.05	30,374,432.25	63,276,676.30	52%	48%
2025					
<b>Revenue</b>	<b>(173,448,625.76)</b>	<b>(184,241,014.14)</b>	<b>(357,689,639.90)</b>	48%	52%
2019	(22,822,364.60)	(24,719,206.30)	(47,541,570.90)	48%	52%
2020	(24,493,186.00)	(30,761,626.82)	(55,254,812.82)	44%	56%
2021	(28,056,766.79)	(30,074,493.57)	(58,131,260.36)	48%	52%
2022	(29,124,973.95)	(35,509,116.81)	(64,634,090.76)	45%	55%
2023	(33,199,951.55)	(33,428,415.95)	(66,628,367.50)	50%	50%
2024	(35,751,382.87)	(29,748,154.69)	(65,499,537.56)	55%	45%
2025					
<b>(blank)</b>					
(blank)					
<b>Grand Total</b>	<b>(5,574,567.30)</b>	<b>(27,405,048.81)</b>	<b>(32,979,616.11)</b>		





REGULAR MEETING #28 - 2024  
FAIRFIELD COUNTY COMMISSIONERS' OFFICE  
JULY 09, 2024

AGENDA FOR TUESDAY, JULY 09, 2024

- |              |   |
|--------------|---|
| 9:00 AM      | Review  |
|              | Regular Meeting   |
|              | Pledge of Allegiance  |
|              | Announcements   |
|              | Approval of Minutes for June 25, 2024   |
|              | Commissioners   |
| 2024-07.09.a | A Resolution to Approve Signing an Agreement Relating to Kroger as Presented by Legal Counsel for National Opioid Litigation [Commissioners]  |
| 2024-07.09.b | A Resolution to Approve the Annexation of 5.0 +/- Acres from Pleasant Township to the City of Lancaster, Expedited Type II, Pursuant to ORC 709.023, David Hodge Petitioner [Commissioners]   |
| 2024-07.09.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) 2024 Federal Aviation Administration (FAA) Bipartisan Infrastructure Law Grant [Commissioners] |
| 2024-07.09.d | A resolution approving to Appropriate from Unappropriated into a major expense category for Grant Fund# 3034, subfund#8350 for the FY2024 Ohio Airport Grant Program/Ohio Department of Transportation (ODOT), and Advance from the General fund. [Commissioners]                                 |
| 2024-07.09.e | A resolution authorizing the approval to extend the repayment date of an advance for Fund #3011 FAA grant sub fund #8272 [Commissioners]  |
| 2024-07.09.f | A resolution to appropriate from unappropriated funds in a major expenditure object category for fund# 2675 CDBG Program Income. [Commissioners]  |
| 2024-07.09.g | A resolution authorizing a fund to fund transfer for the 3rd Quarter 2024 Allocation for the Multi County Juvenile Detention Center (MCJDC). [Commissioners]  |
| 2024-07.09.h | A resolution to appropriate from unappropriated funds in a major expense object category for transfers in the General Fund and a fund to fund transfer to Fairfield County Regional Planning Commission [Commissioners]   |
| 2024-07.09.i | A resolution authorizing the approval of repayment of an advance to the General Fund from Fund # 3034, Subfund# 8302 FY2022 ODOT Grant. [Commissioners]   |

2024-07.09.j	A resolution to appropriate from unappropriated funds in a major expenditure object category for fund# 2591 HOME Program Income. [Commissioners]
2024-07.09.k	A resolution authorizing the approval repayment of an advance to the General Fund for FAA grant fund# 3011, sub fund# 8303. [Commissioners]
2024-07.09.l	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]
2024-07.09.m	A resolution authorizing a fund to fund transfer for Fairfield County Job and Family Services (JFS) for the 3rd Quarter 2024 Allocation. [Commissioners]
2024-07.09.n	A resolution authorizing a fund to fund transfer to the Fairfield County Family Adult Children First Council for Multi-Youth Committee for the 3rd payment of the 2024 Allocation. [Commissioners]
2024-07.09.o	A Resolution Authorizing Fund-to-Fund Transfers for Intergovernmental Agencies for the 2nd Half 2024 Allocations [Commissioners]
2024-07.09.p	A Resolution to Authorize the Establishment of a New Capital Project Fund for the Acquisition and Renovation of the Building on Sheridan, Appropriate from Unappropriated in Major Expenditure Object Categories, and a Fund-to-Fund Transfer [Commissioners]
2024-07.09.q	A Resolution to Approve the Appointment of Ms. Missy Clum to the Area 20 Workforce Development Board (WDB) [Commissioners]  Fairfield County Engineer
2024-07.09.r	A Resolution to Approve an Equipment Lease Agreement with the City of Lancaster, Ohio [Engineer]
2024-07.09.s	A Resolution to Approve the Contract with Pavement Maintenance Systems, Inc. for the 2024 Microsurfacing Project [Engineer]
2024-07.09.t	A Resolution to Approve the Notice to Commence for the 2024 Microsurfacing Project [Engineer]
2024-07.09.u	A Resolution to Approve the Contract with Aero-Mark Company, LLC for the 2024 Pavement Markings Project [Engineer]
2024-07.09.v	A Resolution to Approve the Notice to Commence for the 2024 Pavement Markings Project [Engineer]
2024-07.09.w	A Resolution to Approve Advertising for the Fairfield County Engineer Salt Barn Concrete Pavement Project [Engineer]
2024-07.09.x	A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category, Fund #2024-Motor Vehicle for Vacation, Sick, and Personal Time Payout [Engineer]
2024-07.09.y	A Resolution to Approve an LPA Federal Project Agreement with ODOT for Coonpath Road/Election House Road Intersection Safety Improvement Project [Engineer]

2024-07.09.z	A Resolution to Approve Advertising for the Fairfield County Engineer Salt Barn Structure Project [Engineer]
2024-07.09.aa	A Resolution to Approve a Change Order for the FAI-CR7-1.94 Refugee Road Intersection Safety Improvements [Engineer]  Fairfield County Facilities
2024-07.09.bb	A Resolution Authorizing an Agreement for the Installation of Security Cameras and Access Control with Motorola [Facilities]  Fairfield County Family and Children First Council
2024-07.09.cc	A resolution to approve additional appropriations by appropriating from unappropriated into a major expense object category – Fund #7521 – Family Children First Council [Family and Children First Council]
2024-07.09.dd	A resolution to approve a memo exp./ memo receipt for the costs of Personnel for May Activity paid to Fairfield County Health Departments as a memo expenditure for fund# 7521 Family Children First Council [Family and Children First Council]  Fairfield County Job and Family Services
2024-07.09.ee	A resolution to approve additional appropriations by appropriating from unappropriated into a major expense object category – Fund # 2599 – Workforce Fund - Fairfield County JFS [JFS]
2024-07.09.ff	A resolution to approve a memo receipt and expenditure for Fairfield County Job & Family Services, Fund 2072 reimbursing Fund 2018 [JFS]  Fairfield County Juvenile/Probate Court
2024-07.09.gg	A Resolution Authorizing the Approval of Amendment #2.1 to the FY24 Grant Agreement between Fairfield County Juvenile Court and the Ohio Department of Youth Services [Juvenile/Probate Court]  Fairfield County Regional Planning Commission
2024-07.09.hh	A Resolution Authorizing the Approval of a Contract Agreement by Fairfield County Board of County Commissioners and Nash Builders [Regional Planning Commission]
2024-07.09.ii	A Resolution to Approve the Meijer Replat (OUCU Financial Credit Union), Final Plat, and Execute the Development Agreement [Regional Planning Commission]
2024-07.09.jj	A Resolution to Approve Change Order #1 for the CDBG PY2022 Village of Pleasantville Pool Concrete Deck Improvements Project [Regional Planning Commission]



Fairfield County Utilities Department

- 2024-07.09.kk A Resolution Authorizing the Transfer of a 2009 Ford F-150 and Plow to the County Facilities Department [Utilities]
- 2024-07.09.ii A resolution to appropriate from unappropriated in an expenditure object category Utilities Fund 5046. [Utilities]
- 2024-07.09.mm A resolution to appropriate from unappropriated in an expenditure object category Utilities Fund 5044 and Fund 5046. [Utilities]

Payment of Bills

- 2024-07.09.nn A Resolution Authorizing the Payment of Invoices for Departments that Need Board of Commissioners' Approval [Commissioners]

The next Regular Meeting is scheduled for July 16, 2024, 9:00 a.m.

Adjourn

Commission Connection Video, 10:30 a.m.

Land Bank Meeting, 11:00 a.m.

Transportation Improvement District Meeting, 1:00 p.m.

**Regular Meeting #27 - 2024**  
**Fairfield County Commissioners' Office**  
**June 25, 2024**

**Review Meeting**

The Commissioners met at 9:00 a.m. at 210 E. Main St., Lancaster, OH. Commissioner Levacy called the meeting to order, and the following Commissioners were present: Jeff Fix, Steve Davis and Dave Levacy. County employees present: Deputy County Administrator, Jeff Porter; Clerk to the Commissioners, Rochelle Menningen; Budget Director, Bart Hampson; Auditor, Dr. Carri Brown; Recorder, Lisa McKenzie; Engineer, Jeremiah Upp; Clerk of Courts, Branden Meyer; Treasurer, Jim Bahnsen; Assistant Prosecuting Attorneys, Steven Darnell and Austin Lines; Utilities Director, Tony Vogel; Facilities and EMA Director, Jon Kochis; JFS Director, Corey Clark; IT Director, Dan Neeley; Deputy Romine; Interim RPC Director, Holly Mattei; Economic and Workforce Development Director, Rick Szabrak; and FCFC Manager, Tiffany Wilson; Also in attendance: Sherry Pymer, Cecil Miller, Mike Claar, Cindy Claar, Jeff Williamsen, Judy Zollinger, Earl Cole, Patsee Cole, Francis Martin, Barb Martin, Ted Keller, Beth Smith, Mary Peresto, Ashley Arter, Jessica Murphy, Laurie Hunter, Mike Arter, Krisit Arter, Bryan Everitt, Ray Stemen, Melissa Conner, Betty Bennett, George Bennett, Beverly Sturn, and Jo Price.

Virtual attendees: Alex Alonzo, Lori Hawk, Park Russell, Toni Ashton, Joe Ebel, Greg Forquer, Jane Harf, Beth Cottrell, Joshua Horachek, Nicolette Wears, Jamie James, Andrew Boystel, Aubrey, Jeanie, Stacy Hicks, Nick, Deborah, Randy Carter, Shelby Hunt, Lynette Barnhart, Brian Wolfe, Arika Farrar, Abby King, Marcy Fields, and Tiffany Daniels.

**Welcome**

Commissioner Levacy opened the meeting by welcoming everyone in attendance and speaking about the retirements of Mike and Kristi Arter.

**Retirement Recognitions, Mike and Kristi Arter**

Clerk of Courts Meyer stated that Kristi Arter worked for the county for 20 years in different departments and is retiring from the Clerk's Office.

Engineer Upp stated that Mike Arter has been with the county since 1990 where he started in the map room. Mr. Upp spoke about Mr. Arter's position in the Engineer's Office.

**Proclamation**

The Commissioners provided a proclamation to Coach Gary Moore of the Fisher Catholic 4x800 Relay Team in recognition of the team's 2024 Division III State Title. Coach Moore spoke about the team coming from behind in Districts to win the State Competition.

**Public Comment**

Ray Stemen of Lancaster spoke about his 91<sup>st</sup> birthday, 63 years of marriage to Judy, and the importance of honoring people for achieving goals.

Jeff Williamsen of Baltimore spoke about a resolution asking the OPSB to reject the EDF application. A group in opposition to the Eastern Cottontail industrial solar project stood with Mr. Williamsen and asked the Commissioners to voice their opposition to the project.

**Regular Meeting #27 - 2024**  
**Fairfield County Commissioners' Office**  
**June 25, 2024**

**Legal Update**

There was no legal update.

**County Administration Update**

- *The County Administration Update was provided by Deputy County Administrator, Jeffrey Porter, unless otherwise noted.*

**Week in Review**

*No Board of Commissioners' Meeting July 2, 2024*

The Board of Commissioners will not meet on Tuesday, July 2, 2024. The Ohio Revised Code requires the Board of County Commissioners to meet 52 times per year. The Fairfield County Commissioners will meet 55 times in 2024 with 47 Review and Regular meetings, 2 Roundtables, 3 Budget Hearings, the Leadership Conference, the May 21<sup>st</sup> Public Hearing, and the State of the County Address.

**Highlights of Resolutions**

*Administrative Approvals*

The review packet contains a list of administrative approvals.

*Resolution Review*

There are 16 resolutions on the agenda for the Regular voting meeting.

Resolutions of note:

- The Commissioners have a resolution authorizing a proclamation recognizing the Fisher Catholic Boys 4x800 Relay Team for receiving the 2024 Division III Track and Field State Title, and to Jack Gentile from Fisher Catholic for the State Title in the 800m race.
- There are four resolutions regarding Transit. The first resolution accepts the transfer of governance for Lancaster-Fairfield Public Transit from the City of Lancaster to Fairfield County. The next resolution approves the appropriations for Transit's ODOT grant and for a General Fund advance. The third resolution is for appropriations for June and July Health, Vision, and Dental Insurance premiums for Transit employees. And the fourth is for a Purchase of Service Agreement between Lancaster-Fairfield Public Transit and Fairfield County Job and Family Services for demand responsive transportation services.

Mr. Clark stated that JFS currently has four vendors for transportation and that Lancaster-Fairfield Transit will add to those services through the contract.

**Regular Meeting #27 - 2024**  
**Fairfield County Commissioners' Office**  
**June 25, 2024**

Mr. Szabrak spoke about the coordination of all involved to transfer Transit to the county on July 1<sup>st</sup>. He thanked the Auditor's Office, IT, and HR for their part in the process.

Commissioner Davis asked if there were any immediate concerns regarding July 1<sup>st</sup>.

Mr. Szabrak stated that the technological switch will occur June 30<sup>th</sup> and that Transit staff is still learning new procedures. He further stated that the City of Lancaster has been very responsive throughout the process.

Mr. Neeley added that there have been several meetings in preparation of the transfer and spoke about the confidence he has in his staff and the other members of the team who have been involved.

- There is a resolution to approve updates to the County's Personnel Policy Manual as presented in the update during the Commissioners' June 18<sup>th</sup> meeting.
- There is a resolution from RPC to approve the Fairfield County Analysis of Impediments to Fair Housing Plan. The CDBG Program requires the County to update the analysis annually and provide a comprehensive update every 5 years. The last comprehensive update was in 2019. RPC works with the Housing Coalition on the update and the Housing Coalition approved the plan on June 13, 2024.

Ms. Mattei stated that the 5-year requirement is due to the state by July 1<sup>st</sup> and focuses on impediments for the different protective classes. She added that it was updated to represent the Comprehensive Land Use Plan and Lancaster-Fairfield Transit, and that the update states the county is working on a model zoning code.

- There is a resolution from the Sheriff's Office to authorize establishing a new fund for the Marine Patrol Grant.

**Budget Review**

- Budget Director, Bart Hampson, had nothing to report.

**Calendar Review/Invitations Received**

- ***The review of calendar items, invitations received, and correspondence received was provided by the Clerk to the Board of Commissioners, Rochelle Menningen.***
  - Dave Levacy to Host Wheel of Fortune at Connexion West, June 27, 2024, 12:00 p.m., 625 Garfield Ave., Lancaster
  - CFLP Meeting, June 28, 2024, 9:00 a.m., Licking County Transit Building, 745 E. Main St., Newark
  - Fairfield 33 Development Alliance Board Meeting, June 28, 2024, 10:00 a.m., Fairfield County Workforce Center, 4465 Coonpath Rd., Carroll

**Regular Meeting #27 - 2024**  
**Fairfield County Commissioners' Office**  
**June 25, 2024**

- Invitation to the Eastern Cottontail Solar Second Public Information Meeting, Tuesday, July 2, 2024, at 5:00 p.m. at the Liberty Center.

**Correspondence Received**

- Newsletter, Fairfield County E-News Update, June 2024
- Memo, Dr. Brown, County Auditor, June 20, 2024, Subjects: Customer Service & Website Updates
- Fairfield County Auditor's Wins of the Week, June 20, 2024
- Press Release, Office of the County Auditor, June 18, 2024, "County Auditor Earns Auditor of Distinction Certificate from State Association"
- Correspondence Regarding Industrial Solar Projects
- Newsletter, Lancaster Fairfield County Chamber of Commerce Chamber Networker, June 21, 2024

**Old Business**

Commissioner Fix spoke about a meeting with the county's Ministers' Association. The association met to talk about poverty in the area and how the church and the county can be supportive in finding solutions.

**New Business**

Commissioner Davis thanked his colleagues and county staff for their support in the transfer of Transit. He added that he is happy that Transit helps everyone who wants to work have the transportation to do so.

Mr. Meyer spoke about a trip to the Philippines and the customer service he experienced while there. He also spoke about the economy of the county and its extreme poverty and its absence of a middle-class economic group.

Dr. Brown spoke about the county's increase of housing inventory, a new employee in the Auditor's Office that had worked for JFS, the property tax evening call center, and 211 referrals. She added that there are many good resources for the individuals that have reached out to 211 and spoke about the opportunity to complete and hold a final session with women incarcerated in Marysville. She stated that she is full of gratitude for the program for incarcerated women and the opportunity to serve in that program.

Mr. Szabrak spoke about the capital budget project, community funds, and the CDL training lot.

**Regular Meeting #27 - 2024**  
**Fairfield County Commissioners' Office**  
**June 25, 2024**

**Regular (Voting) Meeting**

The Commissioners met at 9:00 a.m. at 210 E. Main St., Lancaster, OH. Commissioner Levacy called the meeting to order, and the following Commissioners were present: Jeff Fix, Steve Davis and Dave Levacy. County employees present: Deputy County Administrator, Jeff Porter; Clerk to the Commissioners, Rochelle Menningen; Budget Director, Bart Hampson; Auditor, Dr. Carri Brown; Recorder, Lisa McKenzie; Engineer, Jeremiah Upp; Clerk of Courts, Branden Meyer; Treasurer, Jim Bahnsen; Assistant Prosecuting Attorneys, Steven Darnell and Austin Lines; Utilities Director, Tony Vogel; Facilities and EMA Director, Jon Kochis; JFS Director, Corey Clark; IT Director, Dan Neeley; Deputy Romine; Interim RPC Director, Holly Mattei; Economic and Workforce Development Director, Rick Szabrak; and FCFC Manager, Tiffany Wilson; Also in attendance: Sherry Pymer, Cecil Miller, Mike Claar, Cindy Claar, Jeff Williamsen, Judy Zollinger, Earl Cole, Patsee Cole, Francis Martin, Barb Martin, Ted Keller, Beth Smith, Mary Peresto, Ashley Arter, Jessica Murphy, Laurie Hunter, Mike Arter, Krisit Arter, Bryan Everitt, Ray Stemen, Melissa Conner, Betty Bennett, George Bennett, Beverly Sturn, and Jo Price.

Virtual attendees: Alex Alonzo, Lori Hawk, Park Russell, Toni Ashton, Joe Ebel, Greg Forquer, Jane Harf, Beth Cottrell, Joshua Horachek, Nicolette Wears, Jamie James, Andrew Boystel, Aubrey, Jeanie, Stacy Hicks, Nick, Deborah, Randy Carter, Shelby Hunt, Lynette Barnhart, Brian Wolfe, Arika Farrar, Abby King, Marcy Fields, and Tiffany Daniels.

**Pledge of Allegiance**

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

**Announcements**

Ms. Menningen stated that the Commissioners would not have a July 2, 2024, Review and Regular Meeting.

**Approval of Minutes for June 18, 2024**

On the motion of Jeff Fix and the second of Steve Davis, the Board of Commissioners voted to approve the Minutes for the Tuesday, June 18, 2024, meeting.

Roll call vote of the motion resulted as follows:

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

**Approval of Resolutions from the Fairfield County Board of Commissioners**

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

- |              |   |
|--------------|---|
| 2024-06.25.a | A Resolution Authorizing the Approval of a Proclamation   |
| 2024-06.25.b | A Resolution to Accept the Transfer of Governance from the City of Lancaster for Lancaster Fairfield Public Transit |

Commissioners Fix and Levacy thanked Commissioner Davis for his leadership in the transfer of Transit from the City of Lancaster to the county.

**Regular Meeting #27 - 2024**  
**Fairfield County Commissioners' Office**  
**June 25, 2024**

- 2024-06.25.c      A Resolution Approving to Appropriate from Unappropriated into a Major Expense Category for Grant Fund #2908 for the Ohio Department of Transportation Grant for SFY2025 and Approval of Advance from the General Fund #1001
- 2024-06.25.d      A Resolution to Appropriate from Unappropriated into a Major Expenditure Object Category and Approve Memo Transactions for County Insurance Premiums Paid for Public Transit

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

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

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

- 2024-06.25.e      A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Common Pleas – Adult Probation; Fund # 2365, County Probation

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

**Approval of a Resolution from the Fairfield County Domestic Relations Court**

On the motion of Jeff Fix and the second of Steve Davis, the Board of Commissioners voted to approve the following resolution from the Fairfield County Domestic Relations Court:

- 2024-06.25.f      A Resolution Authorizing an Account-to-Account Transfer for the Adjustment of Capital Outlay

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

**Approval of a Resolution from the Fairfield County Emergency Management Agency**

On the motion of Jeff Fix and the second of Steve Davis, the Board of Commissioners voted to approve the following resolution from the Fairfield County Emergency Management Agency:

- 2024-06.25.g      A Resolution Authorizing the Approval of Repayment of an Advance to the General Fund from EMA Fund #2090/8221, COTS Grant Fund

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

**Approval of a Resolution from the Fairfield County Engineer**

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

**Regular Meeting #27 - 2024**  
**Fairfield County Commissioners' Office**  
**June 25, 2024**

2024-06.25.h      A Resolution to Approve a Change Order for the 2024 Crack Sealing Project

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

**Approval of a Resolution from Fairfield County Human Resources**

On the motion of Jeff Fix and the second of Steve Davis, the Board of Commissioners voted to approve the following resolution from Fairfield County Human Resources:

2024-06.25.i      A Resolution to Approve Updates to the Personnel Policy Manual for Fairfield County Employees

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

**Approval of Resolutions from Fairfield County Job and Family Services**

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

2024-06.25.j      A Resolution Authorizing the Approval of a Purchase of Service Agreement between Lancaster-Fairfield Public Transit and Fairfield County Job and Family Services

Mr. Clark stated that Transit would be providing a lot of work trips for clients under the contract.

2024-06.25.k      A Resolution to Amend a Previously Approved Agreement between The Ohio State University and Fairfield County Job & Family Services, Fairfield County Child Protective Services Division

2024-06.25.l      A Resolution Approving an Account-to-Account Transfer into a Major Expenditure Object Category, Fund #2018, Public Assistance

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

**Approval of a Resolution from the Fairfield County Regional Planning Commission**

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

2024-06.25.m      A Resolution to Approve the Fairfield County Analysis of Impediments to Fair Housing Plan

Commissioners Fix and Davis thanked Ms. Mattei for the work she has been doing for Fairfield County.



**Regular Meeting #27 - 2024**  
**Fairfield County Commissioners' Office**  
**June 25, 2024**

Roll call vote of the motion resulted as follows:

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

**Approval of a Resolution from the Fairfield County Sheriff**

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

2024-06.25.n      A Resolution to Authorize the Establishment of a New Fund and 2024  
Budget for the Marine Patrol Grant

Roll call vote of the motion resulted as follows:

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

**Approval of a Resolution from the South Central Major Crimes Unit**

On the motion of Jeff Fix and the second of Steve Davis, the Board of Commissioners voted to approve the following resolution from the South Central Major Crimes Unit:

2024-06.25.o      A Resolution to Appropriate from Unappropriated in a Major Expenditure  
Object Category DLEF #7830, SF #8288, and JAG #7829, SF #8353

Roll call vote of the motion resulted as follows:

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

**Approval of the Payment of Bills**

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

2024-06.25.p      A Resolution Authorizing the Approval of Payment of Invoices  
for Departments that Need Board of Commissioners Approval

Roll call vote of the motion resulted as follows:

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

**Adjournment**

With no further business, on the motion of Jeff Fix and the second of Steve Davis, the Board of Commissioners voted to adjourn at 9:41 a.m.

Roll call vote of the motion resulted as follows:

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

The next Regular Meeting is scheduled for 9:00 a.m. on Tuesday, July 9, 2024, in the Commissioners' Hearing Room, 210 E. Main St., Lancaster.



**A resolution to approve signing an agreement relating to Kroger as presented by legal counsel for national opioid litigation.**

**WHEREAS,** Fairfield County, Ohio, is a county formed and organized pursuant to the Constitution and laws of the State of Ohio; and

**WHEREAS,** the people of the State of Ohio and its communities have been harmed by misfeasance, nonfeasance and malfeasance committed by certain entities within the Opioid Pharmaceutical Supply Chain; and

**WHEREAS,** the State of Ohio, through its Attorney General, and certain Local Governments, through their elected representatives and counsel, are separately engaged in litigation seeking to hold Opioid Pharmaceutical Companies accountable for the damage caused by their misfeasance, nonfeasance and malfeasance; and

**WHEREAS,** the State of Ohio, through its Governor and Attorney General, and its Local Governments share a common desire to abate and alleviate the impacts of that misfeasance, nonfeasance and malfeasance throughout the State of Ohio; and

**WHEREAS,** the State and its Local Governments, subject to completing formal documents effectuating the Parties Agreements, have drafted and Fairfield County has adopted, and hereby reaffirms its adoption of, a OneOhio Memorandum of Understanding ("MOU") relating to the allocation and the use of the proceeds of any potential settlements described; and

**WHEREAS,** the MOU has been collaboratively drafted to maintain all individual claims while allowing the State and Local Governments to cooperate in exploring all possible means of resolution; and

**WHEREAS,** the Board of Commissioners understands that an additional purpose of the MOU is to create an effective means of distributing any potential settlement funds obtained under the MOU between the State of Ohio and Local Governments in a manner and means that would promote an effective and meaningful use of the funds in abating the opioid epidemic throughout Ohio, as well as to permit collaboration and explore potentially effectuation earlier resolution of the Opioid Litigation against Opioid Pharmaceutical Companies; and

**A resolution to approve signing an agreement relating to Kroger as presented by legal counsel for national opioid litigation.**

**WHEREAS**, nothing in the MOU binds any party to a specific outcome, but rather, any resolution under the MOU requires acceptance by the State of Ohio and the Local Governments; and

**WHEREAS**, a settlement proposal is being presented to the State of Ohio and Local Governments by Kroger to resolve governmental entity claims in the State of Ohio using the structure of the OneOhio MOU and consistent with the material terms of the July 21, 2021 proposed Settlement Agreement; and

**WHEREAS**, the Fairfield County Board of Commissioners wishes to agree to the material terms of the proposed National Settlement Agreement with the Proposed Settlement and to sign the attached agreement as presented by legal counsel;

---

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

---

**Section 1.** That the Fairfield County Board of Commissioners hereby authorizes itself to sign the attached agreement relating to Kroger, as presented by legal counsel.

**Section 2.** That it is found and determined that all formal actions of the Commission relating to the adoption of this resolution were adopted in an open meeting of this Commission, and that all deliberations of this Commission and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements.

Signature Page

Resolution No. 2024-07.09.a

A Resolution to Approve Signing an Agreement Relating to Kroger as Presented by  
Legal Counsel for National Opioid Litigation

(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 Annexation of 5.0 +/- Acres from Pleasant Township to the City of Lancaster, Expedited Type II, Pursuant to ORC 709.023, David Hodge Petitioner**

**WHEREAS,** a petition for annexation of 5.0+/- acres, more or less, from Pleasant Township into the City of Lancaster was filed with the Fairfield County Board of Commissioners on June 5, 2024, under the expedited process outlined in Section 709.023 of the Revised Code; and

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

**WHEREAS,**

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

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

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

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

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

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

**A Resolution to Approve the Annexation of 5.0 +/- Acres from Pleasant Township to the City of Lancaster, Expedited Type II, Pursuant to ORC 709.023, David Hodge Petitioner**

**WHEREAS**, Revised Code Section 709.023(D) states that if no consent or objection is provided within twenty-five days of notice of the filing of the petition by the municipality or township of the territory of the proposed annexation, it is presumed to be consent.

---

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

---

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

**Section 2.** Pursuant to ORC 709.023, the Board of Commissioners hereby grants the petition to annex 5 acres, more or less, of Pleasant Township into the City of Lancaster, Ohio.

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

Prepared by: Rochelle Menningen

RECEIVED

JUN 05 2024

Fairfield County  
Commissioners

**EXPEDITED TYPE II PETITION FOR ANNEXATION  
(PURSUANT TO R.C. SECTION 709.023)  
TO THE CITY OF LANCASTER  
OF ±5.0 ACRES  
IN THE TOWNSHIP OF PLEASANT**

June 5<sup>th</sup>, 2024

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

The undersigned, petitioners in the premises, and being ALL OF THE OWNERS OF REAL ESTATE in the territory hereinafter described, consisting of ±5.0 acres, more or less, located in the Township of Pleasant, which area is contiguous along ±1043 feet or ±37% and adjacent to the City of Lancaster, Ohio do hereby request that said territory be annexed to the City of Lancaster according to the statutes of the State of Ohio, and specifically the expedited procedure specified in Ohio Revised Code Section 709.023, and that no island of unincorporated area will be created by this annexation.

A full and accurate description and plat of the requested annexation territory are attached hereto and made part hereof.

In support of said Petition, your petitioner states that there are within the territory to be annexed TWO (2) OWNERS OF REAL ESTATE.

David Hodge, Esq., Aaron Underhill, Esq., and Eric Zartman, Esq., whose address is 8000 Walton Parkway, Suite 260, New Albany, Ohio 43054, are hereby appointed Agents for the undersigned Petitioners, as required by Revised Code Section 709.02(C), with full power and authority hereby granted to each said Agent individually to amend, alter, change, correct, withdraw, refile, substitute, compromise, increase or delete the area, to do any and all things essential thereto, and to take any action necessary for obtaining the granting of this petition. Agents' contact information is as follows: Underhill & Hodge LLC, 8000 Walton Parkway, Suite 260, New Albany, Ohio 43054; Phone: (614) 335-9320, Fax: (614) 335-9329; and e-mail: david@uhlfirm.com, aaron@uhlfirm.com, and [eric@uhlfirm.com](mailto:eric@uhlfirm.com).

*[Petition signature on following page]*



RECEIVED

JUN 05 2024

Fairfield County  
Commissioners

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

NAME

DATE

ADDRESS

Paul J. Shull Revocable Living Trust

6/5/2024

1111 Ginder Rd.  
Lancaster, OH 43130

By:

Jeffrey A. Shull Trustee

Print Name:

Jeffrey A. Shull

Title:

Trustee

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

NAME

DATE

ADDRESS

Clara Louise Shull Revocable Living Trust

6/5/2024

1111 Ginder Rd.  
Lancaster, OH 43130

By:

Jeffrey K. Shull Trustee

Print Name:

Jeffrey K. Shull

Title:

Trustee

**APPLICANT:**

Double Bogey Holdings LLC  
8000 Walton Parkway, Suite 260  
New Albany, OH 43054

**PROPERTY OWNERS:**

Paul J. Shull Revocable Living Trust  
1111 Gender Rd  
Lancaster, OH 43130  
PN#0270035940

**ATTORNEY/AGENT:**

David Hodge  
Underhill & Hodge LLC  
8000 Walton Parkway, Suite 260  
New Albany, OH 43054

**SURROUNDING PROPERTY OWNERS:**

LISTER JARED C  
& CAITLIN M SURV  
1770 SHERIDAN DR NE  
LANCASTER OH 43130  
PN#0270036000

ASBURY CINDY S  
& RODNEY SURV  
1658 SHERIDAN DR NE  
LANCASTER OH 43130  
PN# 0270035100

HAYES ARIANA  
1662 SHERIDAN DR NE  
LANCASTER OH 43130  
PN#0270035400

KARCHER LOWELL T  
& JUDITH L SURV  
1430 BEECHWOOD DR NE  
LANCASTER OH 43130  
PN#0270077300

RICKETTS A LISE TRUSTEE  
1747 SHERIDAN DR  
LANCASTER OH 43130  
PN#0270077400

HOPKE ASHLEIGH  
& AUSTIN SURV  
1767 SHERIDAN DR NE  
LANCASTER OH 43130  
PN#0270077500

CITY OF LANCASTER  
104 E MAIN ST RM 107  
LANCASTER OH 43130  
PN#0270805000

SHULL PAUL J & CLARA L TRUSTEES OF  
PAUL & CLARA SHULL REVOC LVG TRUST  
c/o GREGG SHULL  
1111 GENDER RD  
LANCASTER OH 43130  
PN#0270035920

SHULL JEFFREY L TRUSTEE  
& SHULL JEFFREY L TRUSTEE  
1111 GINDER RD NW  
LANCASTER OH 43130  
PN#0534248400

FOX MARY LOU  
1702 SHERIDAN DR  
LANCASTER OH 43130  
PN#0270035300

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8000 Walton Parkway, Suite 260  
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LANCASTER OH 43130  
PN#0270077500

CITY OF LANCASTER  
104 E MAIN ST RM 107  
LANCASTER OH 43130  
PN#202400006164

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PAUL & CLARA SHULL REVOC LVG TRUST  
c/o GREGG SHULL  
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LANCASTER OH 43130  
PN#0270035940

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LANCASTER OH 43130  
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LANCASTER OH 43130  
PN#0270035300

**Proposed 5.0± Acre Annexation  
from Pleasant Township  
to the City of Lancaster**

-1-

Situated in the State of Ohio, County of Fairfield, Township of Pleasant, being part of Section 29, Township 15, Range 18, Congress Lands and containing 5.0± acres of land, more or less, being part of a 5.664 acre tract of land conveyed to Jeffrey L. Shull, Trustee of the Clara Louise Shull Revocable Trust and the Paul J. Shull Revocable Trust in Instrument No. 202300014399 as Tract 1, said 5.0± acres more particularly described as follows:

**Beginning** at the northeast corner of said Tract 1, an angle point of a 16.269 acre tract of land also conveyed to Jeffrey L. Shull, Trustee of the Clara Louise Shull Revocable Trust and the Paul J. Shull Revocable Trust in Instrument No. 202300014399 as Tract 2, and being on an angle point of a City of Lancaster Corporation Line (Resolution No. 2024-01.30.a, Ordinance No. 15-24, and recorded in Instrument No. 202400006164);

Thence **S 02°06'53" W**, with the common line of said Tract 1 and said Tract 2, and said westerly City of Lancaster Corporation Line, **170.9± feet** to the northeast corner of a 0.120 acre tract of land conveyed to Jared C. and Caitlin M. Lister in Instrument No. 202300008234 as Tract #2, an angle point of said Tract 1, being on the west line of said Tract 2, and said westerly City of Lancaster Corporation Line;

Thence **N 87°54'53" W**, with a north line of said 0.120 acre tract, the north line of a 0.486 acre tract of land also conveyed to Jared C. and Caitlin M. Lister in Instrument No. 202300008234 as Tract #2, and a south line of said Tract 1 and leaving said City of Lancaster Corporation Line, **150.6± feet** to the northwest corner of said 0.486 acre tract and an angle point of said Tract 1;

Thence **S 02°01'55" W**, with a west line of said 0.486 acre tract and an east line of said Tract 1, **118.8± feet** to an angle point of said 0.486 acre tract and said Tract 1;

Thence **S 46°47'49 E**, with an east line of said 0.486 acre tract and a west line of said Tract 1, **124.0± feet** to a southwest corner of said 0.120 acre tract and an angle point of said Tract 1;

Thence **S 88°01'27" E**, with the south line of said 0.120 acre tract, and a north line of said Tract 1, **57.0± feet** to the southeast corner of said 0.120 acre tract, an angle point of said Tract 1 and said Tract 2, and an angle point of said City of Lancaster Corporation Line;

Thence continuing **S 88°01'27" E**, with the common line of said Tract 1 and said Tract 2 and said southerly City of Lancaster Corporation Line, **150.3± feet** to an angle point of said Tract 1 and Tract 2, and an angle point of said City of Lancaster Corporation Line;

Thence **S 01°45'40" W**, with the common line of said Tract 1 and said Tract 2 and with said westerly City of Lancaster Corporation Line, **398.1± feet** to a southeast corner of said Tract 1, a southwest corner of said Tract 2, being on the north line of a 0.18 acre tract of land conveyed to Mary L. Fox in Deed Book 397, Pg. 574 and Deed Book 552, Pg. 195 as Tract #3, and on an angle point of said City of Lancaster Corporation Line;

Thence **N 64°25'22" W**, with the north line of said 0.18 acre tract and the south line of said Tract 1, **191.1± feet** to an angle point of said Tract 1, and the northwest corner of said 0.18 acre tract;

Thence **S 03°37'14" E**, with an easterly line of said Tract 1, a westerly line of said 0.18 acre tract, and the westerly line of a 0.22 acre tract of land also conveyed to Mary L. Fox in Deed Book 397, Pg. 574 and Deed Book 552, Pg. 195, as Tract #1, **129.6± feet** to an angle point of said Tract 1, the southwest corner of said 0.22 acre tract, and being on the north line of a 0.734 acre tract of land conveyed to Cindy S. and Rodney Asbury in Instrument No. 202100022476;

Thence **N 87°59'17" W**, with a south line of said Tract 1 and the north line of said 0.734 acre tract, **20.1± feet** to an angle point of said Tract 1, the northwest corner of said 0.734 acre tract, and being on the east line of a 0.577 acre tract of land conveyed to Ariana Hayes in Instrument No. 202100025179;

Thence **N 01°32'21" W**, with a west line of said Tract 1, and the east line of said 0.577 tract, **95.2± feet** to an angle point of said Tract 1 and said 0.577 acre tract;

Thence **N 03°38'07" W**, with a west line of said Tract 1 and an east line of said 0.577 acre tract, **41.7± feet** to an angle point of said Tract 1 and the northeast corner of said 0.577 acre tract;

Thence **S 85°17'06" W**, with a south line of said Tract 1 and a north line of said 0.577 acre tract, **137.8± feet** to a point on the common line of said 0.577 acre tract and said Tract 1, and being on the proposed easterly right-of-way line of Sheridan Drive (C.R. 56)(60' R/W);

Thence with the proposed easterly right-of-way line of Sheridan Drive (C.R. 56)(60' R/W) and across said Tract 1, the following three (3) courses and distances:

1. **N 13°39'28" W, 399.4± feet** to a point;
2. With a curve to the right, a central angle of **14°00'46"**, a radius of **1027.96 feet**, an arc length of **251.4± feet**, and a chord bearing and distance of **N 06°39'05" W, 250.8± feet** to a point;

**Proposed 5.0± Acre Annexation  
from Pleasant Township  
to the City of Lancaster**

-2-

3. With a curve to the right, a central angle of  $2^{\circ}41'40''$ , a radius of **1475.42 feet**, an arc length of **69.4± feet**, and a chord bearing and distance of **N  $1^{\circ}49'45''$  E, 69.4± feet** to a point on the proposed right-of-way, the common line of said Tract 1 and said Tract 2, and being on said southerly City of Lancaster Corporation Line;

Thence **S  $87^{\circ}54'53''$  E**, with the common line of said Tract 1 and said Tract 2 and with said southerly City of Lancaster Corporation Line, **323.9± feet** to the **Point of Beginning**, containing **5.0± acres**.

The above description was prepared by Advanced Civil Design Inc. on May 8, 2024 and is based on existing Fairfield County Auditor and Recorder records.

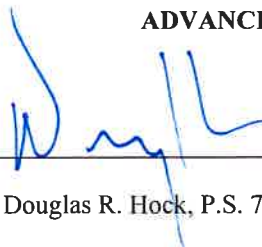
The total length of the annexation perimeter is 2,829± feet, of which 1043± feet are contiguous with existing City of Lancaster Corporation lines, being 37±% contiguous.

All references used in this description can be found at the Fairfield Recorder's Office, Fairfield County, Ohio.

This is not to be used for the transfer of land and is for annexation purposes only.



**ADVANCED CIVIL DESIGN, INC.**

 5/14/24  
Douglas R. Hock, P.S. 7661 Date:





LINE TABLE

LINE	BEARING	DISTANCE
L1	S03°37'14"E	129.6'±
L2	N87°59'17"W	20.1'±
L3	N01°32'21"W	95.2'±
L4	N03°38'07"W	41.7'±

**5.0± ACRE  
ANNEXATION FROM THE  
TOWNSHIP OF PLEASANT  
TO THE CITY OF LANCASTER**  
Section 29, Township 15  
Range 18, Congress Lands  
Township of Pleasant  
County of Fairfield, State of Ohio



Location Map - NTS

GRAPHIC SCALE



Paul J. Shull, Trustee of the Paul  
J. Shull Revocable Living Trust  
&  
Clara L. Shull, Trustee of the Clara  
L. Shull Revocable Living Trust  
Tract One  
D.V. 690, Pg. 933  
21.280 Ac.  
P.N. 0270035920

City of Lancaster  
D.V. 438, Pg. 20  
(0.57 Ac.)  
P.N. 0270805000  
11.45 Ac. (Total)

P.N. 0270077500

Sheridan Drive  
Subdivision No. 2  
P.B. 7, Pg. 6

**POB**  
5.0± Ac.

S87°54'53"E 323.9'±  
Δ=2°41'40"  
R=1475.42'  
ArcL=69.4'±  
ChB=N1°49'45"E  
ChD=69.4'±  
Δ=14°00'46"  
R=1027.96'  
ArcL=251.4'±  
ChB=N6°39'05"W  
ChD=250.8'±  
N87°54'53"W 150.6'±  
S2°06'53"W 170.9'±  
14.84'  
S2°01'55"W 118.8'±  
S46°47'49"E 124.0'±  
S88°01'27"E 57.0'±

City of Lancaster  
Corporation Line  
Res. No: 2024-01.30.a  
Ord. No. 15-24  
Recorded in:  
I.N. 202400006164

Tract #2  
0.120 Ac.

Jared C. and  
Caitlin M. Lister  
I.N. 202300008234  
P.N. 0270036000

Tract #1  
0.486 Ac.

P.N. 0270077400

Lot 19

Meridan Drive (C.R. 56) (60' R/W)

5.0± Ac. Tract

Lot 18

Length of Contiguity: 1043± feet  
Total Length of Perimeter: 2,829± feet  
Percentage of Contiguity: 37±%

This annexation will result in Parcel  
0270036000 being a township island.

Legend



Area to be Annexed



Existing City of Lancaster Corp Line



Proposed City of Lancaster Corp Line

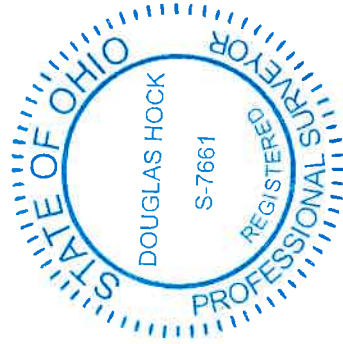
This exhibit is created from information  
obtained from the Fairfield County Auditor's  
Office and the Fairfield County Recorder's  
Office. This exhibit is not to be used for  
the transfer of land.

Douglas R. Hock, P.S. 7561

Date:

Advanced Civil Design, Inc  
781 Science Boulevard, Suite 100  
Gahanna, OH 43230  
Phone 614-428-7750

Job No.: 23-0038-414  
Date: 05/08/2024



S86°01'27"E  
150.3'±

Jeffrey L. Shull, Trustee of  
the Clara Louise Shull Revocable  
Trust and the Paul J. Shull  
Revocable Trust  
I.N. 202300014399  
Tract 1  
5.664 Ac.

5.0± Ac.

P.N. 0270035940

Jeffrey L. Shull, Trustee of  
the Clara Louise Shull Revocable  
Trust and the Paul J. Shull  
Revocable Trust  
I.N. 202300014399  
Tract 2  
16.269 Ac.  
P.N. 0534248400

S1°45'40"W 398.1'±

Tract #1  
0.22 Ac.

Ariana Hayes  
I.N. 202100025179  
0.577 Ac.  
P.N. 0270035400

S85°17'06"W 137.8'±

Tract #2  
0.020

N64°25'22"W 191.1'±  
Tract #3  
0.18 Ac.

Mary L. Fox  
D.B. 397, Pg. 574  
D.B. 552, Pg. 195  
P.N. 0270035300

Cindy S. and Rodney Asbury  
I.N. 202100022476  
0.734 Ac.  
P.N. 0270035100



AFFIDAVIT OF NOTICE TO TOWNSHIP, MUNICIPALITY, AND SURROUNDING  
PROPERTY OWNERS OF ANNEXATION PETITION FILING

STATE OF OHIO                                 }  
COUNTY OF FRANKLIN                 } SS:

David Hodge, being first duly sworn, deposes and says that he is an attorney at the law firm of Underhill & Hodge LLC, being an agent for the petitioners in that certain Annexation Petition wherein it is prayed that 5.0± acres, more or less, in Pleasant Township, be annexed to the City of Lancaster, Ohio. Said Annexation Petition was filed in accordance with the provisions of Section 709.023 (an "Expedited Type II" annexation) of the Ohio Revised Code with the Fairfield County Board of County Commissioners on **June 5, 2024**.

A copy of the Annexation Petition, petition attachments, map and legal description was served personally on the **Council Clerk of the City of Lancaster** on **June 5, 2024**. Said personal service on the City of Lancaster Clerk occurred within five (5) days from the date the annexation petition was filed, in accordance with Section 709.023(B) of the Ohio Revised Code. Attached hereto as **Exhibit A** is the City's acknowledgement of receipt of said annexation materials.

A copy of the Annexation Petition, petition attachments, map and legal description was sent by certified mail to the **Township Clerk/Fiscal Officer of Pleasant Township** on **June 10, 2024**. Said certified mail was sent to the Pleasant Township Fiscal Officer within five (5) days from the date the annexation petition was filed, in accordance with Section 709.023(B) of the Ohio Revised Code. Attached hereto as **Exhibit B** is certified mail receipt.

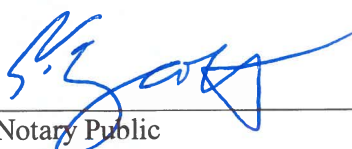
On **June 10, 2024**, a copy of the Annexation Petition, petition attachments, map and legal description were sent by U.S. Mail to all property owners adjacent to and directly across the street from the territory proposed to be annexed. Said mailing occurred within five (5) days from the date the Annexation Petition was filed, in accordance with Section 709.023(B) of the Ohio Revised Code. Attached hereto as **Exhibit C** is a true and accurate list of the property owners adjacent to and directly across the street from the territory proposed to be annexed who were mailed, via U.S. Mail, the letter and materials attached hereto as **Exhibit D**.

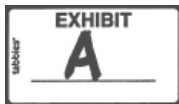
Further Affiant Sayeth Naught.

  
\_\_\_\_\_  
David Hodge, Esq.

Sworn to before me and signed in my presence; a Notary Public in and for said State and County  
on this 11<sup>th</sup> day of June, 2024.

**Eric J. Zartman, Attorney At Law**  
**NOTARY PUBLIC-STATE OF OHIO**  
**My Commission Has No Expiration Date**  
**Sec. 147.03.R.C.**

  
\_\_\_\_\_  
Notary Public



**NOTICE OF FILING EXPEDITED TYPE II ANNEXATION PETITION**

**TO: CLERK OF THE CITY OF LANCASTER, OHIO**

In accordance with the provisions of Section 709.023 of the Ohio Revised Code, you are hereby notified that, on June 5, 2024, the undersigned, Agent for the Petitioners, filed an Annexation Petition in the Office of the Board of County Commissioners of Fairfield County, Ohio.

Said Petition prays for annexation to the City of Lancaster, Ohio, of  $\pm 5.0$  acres in Pleasant Township.

A copy of said Petition, with description and plat, is attached hereto and made a part hereof.

Dated: June 5, 2024

David Hodge  
David Hodge, Esq.

RECEIPT OF THE AFOREMENTIONED DOCUMENT(S) IS HEREBY ACKNOWLEDGED  
THIS 5<sup>th</sup> day of June, 2024.

[Signature]  
~~CLERK~~ Office Manager



9589 0710 5270 0334 3953 74

U.S. Postal Service™	
CERTIFIED MAIL® RECEIPT	
Domestic Mail Only	
For delivery information, visit our website at <a href="http://www.usps.com">www.usps.com</a> ®.	
OFFICIAL USE	
Certified Mail Fee	\$ 4.40
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$ 0.00
<input checked="" type="checkbox"/> Return Receipt (electronic)	\$ 0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$ 0.00
<input type="checkbox"/> Adult Signature Required	\$ 0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$ 0.00
Postage	\$ 0.92
Total Postage and Fees	\$ 5.32
Sent To: James M. Snyder - Fiscal Officer	
Street and Apt. No., or PO Box No. 3005 Lancaster-Thornville Rd NE	
City, State, ZIP+4® Lancaster, OH 43130	
PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions	

NEW ALBANY OH 43054  
Postmark Here  
JUN 10 2024  
06/10/2024



**APPLICANT:**

Double Bogey Holdings LLC  
8000 Walton Parkway, Suite 260  
New Albany, OH 43054

**PROPERTY OWNERS:**

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FOX MARY LOU  
1702 SHERIDAN DR  
LANCASTER OH 43130  
PN#0270035300



**Eric Zartman**  
8000 Walton Parkway, Suite 260  
New Albany, Ohio 43054

---

P: 614.335.9320  
F: 614.335.9329  
[eric@uhlfirm.com](mailto:eric@uhlfirm.com)

June 10, 2024

Dear neighbor,

My law firm represents a property owner who has petitioned the Fairfield County Commissioners to annex certain property from Pleasant Township into the City of Lancaster. You are receiving this notice and a copy of the petition because your property is either adjacent or across the street from the property which is subject to the annexation petition. The annexation petition does not concern your property.

Enclosed here is a copy of the full annexation petition. Please feel free to reach out to me if you have any questions.

Sincerely,

Eric Zartman

RECEIVED

JUN 05 2024

Fairfield County  
Commissioners

**EXPEDITED TYPE II PETITION FOR ANNEXATION  
(PURSUANT TO R.C. SECTION 709.023)  
TO THE CITY OF LANCASTER  
OF ±5.0 ACRES  
IN THE TOWNSHIP OF PLEASANT**

June 5<sup>th</sup>, 2024

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

The undersigned, petitioners in the premises, and being ALL OF THE OWNERS OF REAL ESTATE in the territory hereinafter described, consisting of ±5.0 acres, more or less, located in the Township of Pleasant, which area is contiguous along ±1043 feet or ±37% and adjacent to the City of Lancaster, Ohio do hereby request that said territory be annexed to the City of Lancaster according to the statutes of the State of Ohio, and specifically the expedited procedure specified in Ohio Revised Code Section 709.023, and that no island of unincorporated area will be created by this annexation.

A full and accurate description and plat of the requested annexation territory are attached hereto and made part hereof.

In support of said Petition, your petitioner states that there are within the territory to be annexed TWO (2) OWNERS OF REAL ESTATE.

David Hodge, Esq., Aaron Underhill, Esq., and Eric Zartman, Esq., whose address is 8000 Walton Parkway, Suite 260, New Albany, Ohio 43054, are hereby appointed Agents for the undersigned Petitioners, as required by Revised Code Section 709.02(C), with full power and authority hereby granted to each said Agent individually to amend, alter, change, correct, withdraw, refile, substitute, compromise, increase or delete the area, to do any and all things essential thereto, and to take any action necessary for obtaining the granting of this petition. Agents' contact information is as follows: Underhill & Hodge LLC, 8000 Walton Parkway, Suite 260, New Albany, Ohio 43054; Phone: (614) 335-9320, Fax: (614) 335-9329; and e-mail: [david@uhlfirm.com](mailto:david@uhlfirm.com), [aaron@uhlfirm.com](mailto:aaron@uhlfirm.com), and [eric@uhlfirm.com](mailto:eric@uhlfirm.com).

*[Petition signature on following page]*

WHOMEVER SIGNS THIS PETITION EXPRESSLY WAIVES THEIR  
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COUNTY COMMISSIONERS' ENTRY OF ANY RESOLUTION  
PERTAINING TO THIS SPECIAL ANNEXATION PROCEDURE,  
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THE BOARD TO PERFORM ITS DUTIES REQUIRED BY LAW FOR  
SAID SPECIAL ANNEXATION PROCEDURE.

NAME

DATE

ADDRESS

Paul J. Shull Revocable Living Trust

6/5/2024

1111 Ginder Rd.  
Lancaster, OH 43130

By: Jeffrey J. Shull Trustee

Print Name: Jeffrey J. Shull

Title: Trustee

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DATE

ADDRESS

Clara Louise Shull Revocable Living Trust

6/5/2024

1111 Ginder Rd.  
Lancaster, OH 43130

By: Jeffrey K. Shull Trustee

Print Name: Jeffrey K. Shull

Title: Trustee



**Proposed 5.0± Acre Annexation  
from Pleasant Township  
to the City of Lancaster**

**-1-**

Situated in the State of Ohio, County of Fairfield, Township of Pleasant, being part of Section 29, Township 15, Range 18, Congress Lands and containing 5.0± acres of land, more or less, being part of a 5.664 acre tract of land conveyed to Jeffrey L. Shull, Trustee of the Clara Louise Shull Revocable Trust and the Paul J. Shull Revocable Trust in Instrument No. 202300014399 as Tract 1, said 5.0± acres more particularly described as follows:

**Beginning** at the northeast corner of said Tract 1, an angle point of a 16.269 acre tract of land also conveyed to Jeffrey L. Shull, Trustee of the Clara Louise Shull Revocable Trust and the Paul J. Shull Revocable Trust in Instrument No. 202300014399 as Tract 2, and being on an angle point of a City of Lancaster Corporation Line (Resolution No. 2024-01.30.a, Ordinance No. 15-24, and recorded in Instrument No. 202400006164);

Thence **S 02°06'53" W**, with the common line of said Tract 1 and said Tract 2, and said westerly City of Lancaster Corporation Line, **170.9± feet** to the northeast corner of a 0.120 acre tract of land conveyed to Jared C. and Caitlin M. Lister in Instrument No. 202300008234 as Tract #2, an angle point of said Tract 1, being on the west line of said Tract 2, and said westerly City of Lancaster Corporation Line;

Thence **N 87°54'53" W**, with a north line of said 0.120 acre tract, the north line of a 0.486 acre tract of land also conveyed to Jared C. and Caitlin M. Lister in Instrument No. 202300008234 as Tract #2, and a south line of said Tract 1 and leaving said City of Lancaster Corporation Line, **150.6± feet** to the northwest corner of said 0.486 acre tract and an angle point of said Tract 1;

Thence **S 02°01'55" W**, with a west line of said 0.486 acre tract and an east line of said Tract 1, **118.8± feet** to an angle point of said 0.486 acre tract and said Tract 1;

Thence **S 46°47'49 E**, with an east line of said 0.486 acre tract and a west line of said Tract 1, **124.0± feet** to a southwest corner of said 0.120 acre tract and an angle point of said Tract 1;

Thence **S 88°01'27" E**, with the south line of said 0.120 acre tract, and a north line of said Tract 1, **57.0± feet** to the southeast corner of said 0.120 acre tract, an angle point of said Tract 1 and said Tract 2, and an angle point of said City of Lancaster Corporation Line;

Thence continuing **S 88°01'27" E**, with the common line of said Tract 1 and said Tract 2 and said southerly City of Lancaster Corporation Line, **150.3± feet** to an angle point of said Tract 1 and Tract 2, and an angle point of said City of Lancaster Corporation Line;

Thence **S 01°45'40" W**, with the common line of said Tract 1 and said Tract 2 and with said westerly City of Lancaster Corporation Line, **398.1± feet** to a southeast corner of said Tract 1, a southwest corner of said Tract 2, being on the north line of a 0.18 acre tract of land conveyed to Mary L. Fox in Deed Book 397, Pg. 574 and Deed Book 552, Pg. 195 as Tract #3, and on an angle point of said City of Lancaster Corporation Line;

Thence **N 64°25'22" W**, with the north line of said 0.18 acre tract and the south line of said Tract 1, **191.1± feet** to an angle point of said Tract 1, and the northwest corner of said 0.18 acre tract;

Thence **S 03°37'14" E**, with an easterly line of said Tract 1, a westerly line of said 0.18 acre tract, and the westerly line of a 0.22 acre tract of land also conveyed to Mary L. Fox in Deed Book 397, Pg. 574 and Deed Book 552, Pg. 195, as Tract #1, **129.6± feet** to an angle point of said Tract 1, the southwest corner of said 0.22 acre tract, and being on the north line of a 0.734 acre tract of land conveyed to Cindy S. and Rodney Asbury in Instrument No. 202100022476;

Thence **N 87°59'17" W**, with a south line of said Tract 1 and the north line of said 0.734 acre tract, **20.1± feet** to an angle point of said Tract 1, the northwest corner of said 0.734 acre tract, and being on the east line of a 0.577 acre tract of land conveyed to Ariana Hayes in Instrument No. 202100025179;

Thence **N 01°32'21" W**, with a west line of said Tract 1, and the east line of said 0.577 tract, **95.2± feet** to an angle point of said Tract 1 and said 0.577 acre tract;

Thence **N 03°38'07" W**, with a west line of said Tract 1 and an east line of said 0.577 acre tract, **41.7± feet** to an angle point of said Tract 1 and the northeast corner of said 0.577 acre tract;

Thence **S 85°17'06" W**, with a south line of said Tract 1 and a north line of said 0.577 acre tract, **137.8± feet** to a point on the common line of said 0.577 acre tract and said Tract 1, and being on the proposed easterly right-of-way line of Sheridan Drive (C.R. 56)(60' R/W);

Thence with the proposed easterly right-of-way line of Sheridan Drive (C.R. 56)(60' R/W) and across said Tract 1, the following three (3) courses and distances:

1. **N 13°39'28" W, 399.4± feet** to a point;
2. With a curve to the right, a central angle of **14°00'46"**, a radius of **1027.96 feet**, an arc length of **251.4± feet**, and a chord bearing and distance of **N 06°39'05" W, 250.8± feet** to a point;

**Proposed 5.0± Acre Annexation  
from Pleasant Township  
to the City of Lancaster**

-2-

3. With a curve to the right, a central angle of  $2^{\circ}41'40''$ , a radius of **1475.42 feet**, an arc length of **69.4± feet**, and a chord bearing and distance of **N  $1^{\circ}49'45''$  E, 69.4± feet** to a point on the proposed right-of-way, the common line of said Tract 1 and said Tract 2, and being on said southerly City of Lancaster Corporation Line;

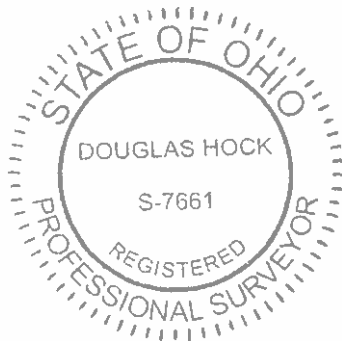
Thence **S  $87^{\circ}54'53''$  E**, with the common line of said Tract 1 and said Tract 2 and with said southerly City of Lancaster Corporation Line, **323.9± feet** to the **Point of Beginning**, containing **5.0± acres**.

The above description was prepared by Advanced Civil Design Inc. on May 8, 2024 and is based on existing Fairfield County Auditor and Recorder records.

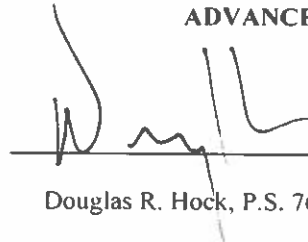
The total length of the annexation perimeter is 2,829± feet, of which 1043± feet are contiguous with existing City of Lancaster Corporation lines, being 37±% contiguous.

All references used in this description can be found at the Fairfield Recorder's Office, Fairfield County, Ohio.

This is not to be used for the transfer of land and is for annexation purposes only.

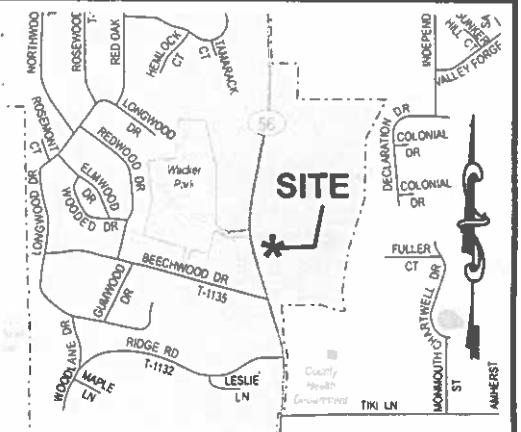


**ADVANCED CIVIL DESIGN, INC.**

 5/14/24  
Douglas R. Hock, P.S. 7661 Date:

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S03°37'14"E	129.6'±
L2	N87°59'17"W	20.1'±
L3	N01°32'21"W	95.2'±
L4	N03°38'07"W	41.7'±

5.0± ACRE  
ANNEXATION FROM THE  
TOWNSHIP OF PLEASANT  
TO THE CITY OF LANCASTER  
Section 29, Township 15  
Range 18, Congress Lands  
Township of Pleasant  
County of Fairfield, State of Ohio



Location Map - NTS

GRAPHIC SCALE



1 inch = 100 feet

Paul J. Shull, Trustee of the Paul  
J. Shull Revocable Living Trust  
&  
Clara L. Shull, Trustee of the Clara  
L. Shull Revocable Living Trust  
Tract One  
D.V. 690, Pg. 933  
21.280 Ac.  
P.N. 0270035920

City of Lancaster  
D.V. 438, Pg. 20  
P.N. 0270805000 (0.57 Ac.)  
11.45 Ac. (Total)

P.N. 0270077500

Sheridan Drive  
Subdivision No. 2  
P.B. 7, Pg. 6  
P.N. 0270077400

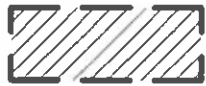
Lot 19

5.0± Ac. Tract

Length of Contiguity: 1043± feet  
Total Length of Perimeter: 2,829± feet  
Percentage of Contiguity: 37±%

This annexation will result in Parcel  
0270036000 being a township island.

Legend



Area to be Annexed

Existing City of Lancaster Corp Line

Proposed City of Lancaster Corp Line

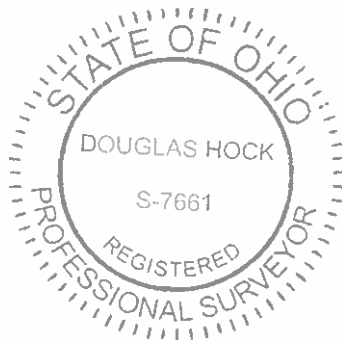
This exhibit is created from information  
obtained from the Fairfield County Auditor's  
Office and the Fairfield County Recorder's  
Office. This exhibit is not to be used for  
the transfer of land.

Douglas R. Hock, P.S. 7661

Date:

Advanced Civil Design, Inc  
781 Science Boulevard, Suite 100  
Gahanna, OH 43230  
Phone 614-428-7750

Job No.: 23-0038-414  
Date: 05/08/2024



POB  
5.0± Ac.

City of Lancaster  
Corporation Line  
Res. No: 2024-01.30.a  
Ord. No. 15-24  
Recorded in:  
I.N. 202400006164

Tract #2  
0.120 Ac.

S88°01'27"E  
57.0'±

S88°01'27"E  
150.3'±

Jeffrey L. Shull, Trustee of  
the Clara Louise Shull Revocable  
Trust and the Paul J. Shull  
Revocable Trust  
I.N. 202300014399  
Tract 2  
16.269 Ac.  
P.N. 0534248400

Jeffrey L. Shull, Trustee of  
the Clara Louise Shull Revocable  
Trust and the Paul J. Shull  
Revocable Trust  
I.N. 202300014399  
Tract 1  
5.664 Ac.  
5.0± Ac.  
P.N. 0270035940

Ariana Hayes  
I.N. 202100025179  
0.577 Ac.  
P.N. 0270035400

Tract #1  
0.22 Ac.

Tract #3  
0.18 Ac.

Tract #2  
0.020

Mary L. Fox  
D.B. 397, Pg. 574  
D.B. 552, Pg. 195  
P.N. 0270035300

Cindy S. and Rodney Asbury  
I.N. 202100022476  
0.734 Ac.  
P.N. 0270035100

RECEIVED

JUL 09 2024

Fairfield County  
Commissioners

TEMPORARY RESOLUTION NO. 68-24

PERMANENT RESOLUTION NO. 66-24

A RESOLUTION STATING THE SERVICES TO BE PROVIDED BY THE MUNICIPAL CORPORATION TO ANNEXED TERRITORY OF DOUBLE BOGEY HOLDINGS LLC FOR THE EXPEDITED TYPE 2 ANNEXATION OF PARCEL NUMBER 0270035940, CONSISTING OF 5.664 +/- ACRES IN PLEASANT TOWNSHIP, AND TO DECLARE AN EMERGENCY

WHEREAS, the Trustees of the Paul and Clara Shull Revocable Living Trusts ("Petitioner"), for the benefit of Double Bogey Holdings LLC ("Developer") which is in contract to purchase the property, by and through legal counsel at Underhill & Hodge LLC, and, have filed a Petition for Expedited Type 2 Annexation for parcel number 0270035940, including 5.664 +/- acres currently in Pleasant Township, with the Fairfield County Board of County Commissioners ("BCC") and served the City with said Petition on June 5, 2024; and

WHEREAS, pursuant to the Ohio Revised Code, the City has twenty (20) days after the Petition is filed with the BCC to adopt a statement of services indicating what utilities and other services will be provided to the territory to be annexed; and

WHEREAS, Petitioners, by and through Developer and their agents, and the City have negotiated a Pre-Annexation Agreement that sets forth the terms and conditions necessary for the City to provide services to the newly annexed territory; now, therefore,

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF LANCASTER, STATE OF OHIO:

SECTION 1. That the City hereby intends to provide the following services to the Petitioners' property in Pleasant Township as described in attached Exhibit A for the 5.664 +/- acres, for which a Petition for an Expedited Type 2 Annexation is pending before the BCC upon annexation: Water, Sanitary Sewer, Gas, Stormwater, Sanitation, Police, and Fire/EMS; conditioned, however, upon the annexation being successfully completed and all specific terms and conditions of the Pre-Annexation Agreement being satisfied.

SECTION 2. That if any road maintenance issues are created by or caused by said proposed annexation, the City Engineer and Department of Transportation will address those as agreed upon with the County Engineer.

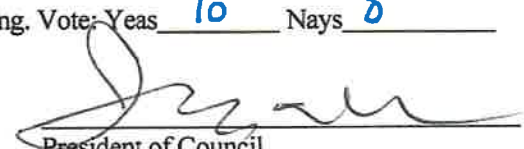
SECTION 3. That the Petitioners and Developer shall ensure that future development within the area proposed for annexation will not result in the main City utility line capacities being exceeded.

SECTION 4. That this resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, and welfare of the City and for the further reason that this resolution must be enacted to meet the annexation timeline imposed by the Ohio Revised Code for an Expedited Type 2 Annexation; wherefore, this resolution shall take effect and be in force immediately upon its adoption and approval by the Mayor.

Passed: June 24, 2024 after 1 reading. Vote: Yeas 10 Nays 0

Date Approved: June 24, 2024

Clerk: Kurt M. Galt

  
President of Council

Offered by: Alayna Hoop

Second by: Cony Schoonover

Requested by Economic Development Committee

Don H. McDaniel

Mayor



**Proposed 5.0± Acre Annexation  
from Pleasant Township  
to the City of Lancaster**

**-1-**

Situated in the State of Ohio, County of Fairfield, Township of Pleasant, being part of Section 29, Township 15, Range 18, Congress Lands and containing 5.0± acres of land, more or less, being part of a 5.664 acre tract of land conveyed to Jeffrey L. Shull, Trustee of the Clara Louise Shull Revocable Trust and the Paul J. Shull Revocable Trust in Instrument No. 202300014399 as Tract 1, said 5.0± acres more particularly described as follows:

**Beginning** at the northeast corner of said Tract 1, an angle point of a 16.269 acre tract of land also conveyed to Jeffrey L. Shull, Trustee of the Clara Louise Shull Revocable Trust and the Paul J. Shull Revocable Trust in Instrument No. 202300014399 as Tract 2, and being on an angle point of a City of Lancaster Corporation Line (Resolution No. 2024-01.30.a, Ordinance No. 15-24, and recorded in Instrument No. 202400006164);

Thence **S 02°06'53" W**, with the common line of said Tract 1 and said Tract 2, and said westerly City of Lancaster Corporation Line, **170.9± feet** to the northeast corner of a 0.120 acre tract of land conveyed to Jared C. and Caitlin M. Lister in Instrument No. 202300008234 as Tract #2, an angle point of said Tract 1, being on the west line of said Tract 2, and said westerly City of Lancaster Corporation Line;

Thence **N 87°54'53" W**, with a north line of said 0.120 acre tract, the north line of a 0.486 acre tract of land also conveyed to Jared C. and Caitlin M. Lister in Instrument No. 202300008234 as Tract #2, and a south line of said Tract 1 and leaving said City of Lancaster Corporation Line, **150.6± feet** to the northwest corner of said 0.486 acre tract and an angle point of said Tract 1;

Thence **S 02°01'55" W**, with a west line of said 0.486 acre tract and an east line of said Tract 1, **118.8± feet** to an angle point of said 0.486 acre tract and said Tract 1;

Thence **S 46°47'49 E**, with an east line of said 0.486 acre tract and a west line of said Tract 1, **124.0± feet** to a southwest corner of said 0.120 acre tract and an angle point of said Tract 1;

Thence **S 88°01'27" E**, with the south line of said 0.120 acre tract, and a north line of said Tract 1, **57.0± feet** to the southeast corner of said 0.120 acre tract, an angle point of said Tract 1 and said Tract 2, and an angle point of said City of Lancaster Corporation Line;

Thence continuing **S 88°01'27" E**, with the common line of said Tract 1 and said Tract 2 and said southerly City of Lancaster Corporation Line, **150.3± feet** to an angle point of said Tract 1 and Tract 2, and an angle point of said City of Lancaster Corporation Line;

Thence **S 01°45'40" W**, with the common line of said Tract 1 and said Tract 2 and with said westerly City of Lancaster Corporation Line, **398.1± feet** to a southeast corner of said Tract 1, a southwest corner of said Tract 2, being on the north line of a 0.18 acre tract of land conveyed to Mary L. Fox in Deed Book 397, Pg. 574 and Deed Book 552, Pg. 195 as Tract #3, and on an angle point of said City of Lancaster Corporation Line;

Thence **N 64°25'22" W**, with the north line of said 0.18 acre tract and the south line of said Tract 1, **191.1± feet** to an angle point of said Tract 1, and the northwest corner of said 0.18 acre tract;

Thence **S 03°37'14" E**, with an easterly line of said Tract 1, a westerly line of said 0.18 acre tract, and the westerly line of a 0.22 acre tract of land also conveyed to Mary L. Fox in Deed Book 397, Pg. 574 and Deed Book 552, Pg. 195, as Tract #1, **129.6± feet** to an angle point of said Tract 1, the southwest corner of said 0.22 acre tract, and being on the north line of a 0.734 acre tract of land conveyed to Cindy S. and Rodney Asbury in Instrument No. 202100022476;

Thence **N 87°59'17" W**, with a south line of said Tract 1 and the north line of said 0.734 acre tract, **20.1± feet** to an angle point of said Tract 1, the northwest corner of said 0.734 acre tract, and being on the east line of a 0.577 acre tract of land conveyed to Ariana Hayes in Instrument No. 202100025179;

Thence **N 01°32'21" W**, with a west line of said Tract 1, and the east line of said 0.577 tract, **95.2± feet** to an angle point of said Tract 1 and said 0.577 acre tract;



**Proposed 5.0± Acre Annexation  
from Pleasant Township  
to the City of Lancaster**

**-2-**

3. With a curve to the right, a central angle of  $2^{\circ}41'40''$ , a radius of 1475.42 feet, an arc length of 69.4± feet, and a chord bearing and distance of  $N 1^{\circ}49'45'' E$ , 69.4± feet to a point on the proposed right-of-way, the common line of said Tract 1 and said Tract 2, and being on said southerly City of Lancaster Corporation Line;

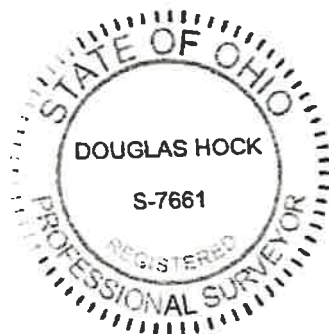
Thence  $S 87^{\circ}54'53'' E$ , with the common line of said Tract 1 and said Tract 2 and with said southerly City of Lancaster Corporation Line, 323.9± feet to the Point of Beginning, containing 5.0± acres.

The above description was prepared by Advanced Civil Design Inc. on May 8, 2024 and is based on existing Fairfield County Auditor and Recorder records.

The total length of the annexation perimeter is 2,829± feet, of which 1043± feet are contiguous with existing City of Lancaster Corporation lines, being 37±% contiguous.

All references used in this description can be found at the Fairfield Recorder's Office, Fairfield County, Ohio.

This is not to be used for the transfer of land and is for annexation purposes only.



**ADVANCED CIVIL DESIGN, INC.**

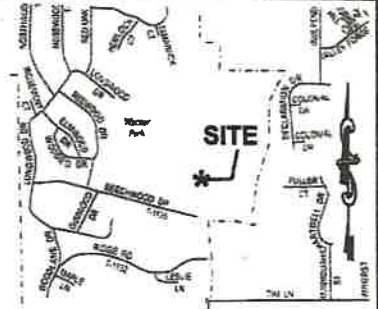
*[Handwritten Signature]* 5/14/24

Douglas R. Hock. P.S. 7661 Date:

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S03°37'14"E	129.6'±
L2	N87°59'17"W	20.1'±
L3	N01°32'21"W	95.2'±
L4	N03°38'07"W	41.7'±

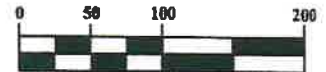
# 5.0± ACRE ANNEXATION FROM THE TOWNSHIP OF PLEASANT TO THE CITY OF LANCASTER

Section 29, Township 15  
Range 18, Congress Lands  
Township of Pleasant  
County of Fairfield, State of Ohio



Location Map - NTS

## GRAPHIC SCALE



1 inch = 100 feet

Paul J. Shull, Trustee of the Paul  
J. Shull Revocable Living Trust  
&  
Clara L. Shull, Trustee of the Clara  
L. Shull Revocable Living Trust  
Tract One  
D.V. 690, Pg. 933  
21.280 Ac.  
P.N. 0270035920

City of Lancaster  
D.V. 438, Pg. 20  
(0.57 Ac.)  
P.N. 0270805000  
11.45 Ac. (Total)

P.N. 0270077500

Sheridan Drive  
Subdivision No. 2  
P.B. 7, Pg. 6  
P.N. 0270077400

Lot 19

Lot 18

5.0± Ac. Tract

Length of Contiguity: 1043± feet  
Total Length of Perimeter: 2,829± feet  
Percentage of Contiguity: 37±%

This annexation will result in Parcel  
0270036000 being a township island.

### Legend



Area to be Annexed

Existing City of Lancaster Corp Line

S87°54'53"E 323.9'±

Δ=2°41'40"  
R=1475.42'  
ArcL=69.4'±  
ChB=N1°49'45"E  
ChD=69.4'±

Δ=14°00'46"  
R=1027.96'  
ArcL=251.4'±  
ChB=N6°39'05"W  
ChD=250.8'±

N87°54'53"W 150.6'±

Jared C. and  
Caitlin M. Lister  
I.N. 202300008234  
P.N. 0270036000

Tract #1  
0.486 Ac.

POB  
5.0± Ac.

City of Lancaster  
Corporation Line  
Res. No: 2024-01.30.a  
Ord. No. 15-24  
Recorded in:  
I.N. 202400006184

Tract #2  
0.120 Ac.

S88°01'27"E 57.0'±

S88°01'27"E 150.3'±

Jeffrey L. Shull, Trustee of  
the Clara Louise Shull Revocable  
Trust and the Paul J. Shull  
Revocable Trust  
I.N. 202300014399

Tract 1  
5.664 Ac.

5.0± Ac.

P.N. 0270035940

Jeffrey L. Shull, Trustee of  
the Clara Louise Shull Revocable  
Trust and the Paul J. Shull  
Revocable Trust  
I.N. 202300014399

Tract 2  
16.269 Ac.

P.N. 0534248400

Ariana Hayes  
I.N. 202100025179  
0.577 Ac.  
P.N. 0270035400

Tract #1  
0.22 Ac.

N84°25'22"W 181.1'±  
Tract #3  
0.18 Ac.

Mary L. Fox  
D.B. 397, Pg. 574  
D.B. 552, Pg. 195  
P.N. 0270035300

Tract #2  
0.020

Cindy S. and Rodney Asbury  
I.N. 202100022476



JUL 09 2024

Fairfield County  
CommissionersTEMPORARY ORDINANCE NO. 21-24PERMANENT ORDINANCE NO. 23-24

AN ORDINANCE TO ACCEPT A PETITION FOR THE ANNEXATION OF 5.664 +/- ACRES IN PLEASANT TOWNSHIP, TO CONSENT TO ANNEXATION, AND TO DECLARE AN EMERGENCY

WHEREAS, pursuant to Ohio Revised Code ("ORC") Sections 709.021 and 709.023, on June 5, 2024, the City of Lancaster was served with Petitioner's Expedited Type II Petition for Annexation of 5.664 +/- acres from Pleasant Township to the City of Lancaster; and

WHEREAS, Petitioner and the City have negotiated a Pre-Annexation Agreement which authorizes the City to receive and approve zoning and other development plans, subject to final acceptance of the annexation; and

WHEREAS, the City wishes to accept the Petition for Annexation and consent to the annexation pursuant to ORC Section 709.023(D); now, therefore,

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF LANCASTER, STATE OF OHIO:

SECTION 1. That the City of Lancaster hereby accepts the Petition for Expedited Type II Annexation of 5.664 +/- acres herein described in Exhibit A, and consents to the annexation thereof.

SECTION 2. That the City Law Director is hereby authorized to proceed with annexation proceedings on behalf of the City for the 5.664 +/- acres described in Exhibit A, as an Expedited Type II annexation pursuant to ORC Sections 709.021 and 709.023.

SECTION 3. This ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, and welfare of the Municipality and its inhabitants and for the further reason that this ordinance is necessary to further economic development and remediate the City's acute housing shortage; wherefore, this ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

Passed: June 24, 2024 after 1 reading. Vote: Yeas 10 Nays 0

Approved: June 24, 2024

Clerk: Kurt M. Cuth

[Signature]  
President of Council

[Signature]  
Mayor

Offered by: Mayra Hogg

Second by: [Signature]

Requested by Economic Development Committee

I, \_\_\_\_\_, Clerk of Council do hereby certify that on \_\_\_\_\_, 2024 the Lancaster Eagle Gazette published the summary of this ordinance in accordance with Ohio Revised Code 731.24.

\_\_\_\_\_  
Clerk of Council

**Proposed 5.0± Acre Annexation  
from Pleasant Township  
to the City of Lancaster**

-1-

Situated in the State of Ohio, County of Fairfield, Township of Pleasant, being part of Section 29, Township 15, Range 18, Congress Lands and containing 5.0± acres of land, more or less, being part of a 5.664 acre tract of land conveyed to Jeffrey L. Shull, Trustee of the Clara Louise Shull Revocable Trust and the Paul J. Shull Revocable Trust in Instrument No. 202300014399 as Tract 1, said 5.0± acres more particularly described as follows:

Beginning at the northeast corner of said Tract 1, an angle point of a 16.269 acre tract of land also conveyed to Jeffrey L. Shull, Trustee of the Clara Louise Shull Revocable Trust and the Paul J. Shull Revocable Trust in Instrument No. 202300014399 as Tract 2, and being on an angle point of a City of Lancaster Corporation Line (Resolution No. 2024-01.30.a, Ordinance No. 15-24, and recorded in Instrument No. 202400006164);

Thence S 02°06'53" W, with the common line of said Tract 1 and said Tract 2, and said westerly City of Lancaster Corporation Line, 170.9± feet to the northeast corner of a 0.120 acre tract of land conveyed to Jared C. and Caitlin M. Lister in Instrument No. 202300008234 as Tract #2, an angle point of said Tract 1, being on the west line of said Tract 2, and said westerly City of Lancaster Corporation Line;

Thence N 87°54'53" W, with a north line of said 0.120 acre tract, the north line of a 0.486 acre tract of land also conveyed to Jared C. and Caitlin M. Lister in Instrument No. 202300008234 as Tract #2, and a south line of said Tract 1 and leaving said City of Lancaster Corporation Line, 150.6± feet to the northwest corner of said 0.486 acre tract and an angle point of said Tract 1;

Thence S 02°01'55" W, with a west line of said 0.486 acre tract and an east line of said Tract 1, 118.8± feet to an angle point of said 0.486 acre tract and said Tract 1;

Thence S 46°47'49 E, with an east line of said 0.486 acre tract and a west line of said Tract 1, 124.0± feet to a southwest corner of said 0.120 acre tract and an angle point of said Tract 1;

Thence S 88°01'27" E, with the south line of said 0.120 acre tract, and a north line of said Tract 1, 57.0± feet to the southeast corner of said 0.120 acre tract, an angle point of said Tract 1 and said Tract 2, and an angle point of said City of Lancaster Corporation Line;

Thence continuing S 88°01'27" E, with the common line of said Tract 1 and said Tract 2 and said southerly City of Lancaster Corporation Line, 150.3± feet to an angle point of said Tract 1 and Tract 2, and an angle point of said City of Lancaster Corporation Line;

Thence S 01°45'40" W, with the common line of said Tract 1 and said Tract 2 and with said westerly City of Lancaster Corporation Line, 398.1± feet to a southeast corner of said Tract 1, a southwest corner of said Tract 2, being on the north line of a 0.18 acre tract of land conveyed to Mary L. Fox in Deed Book 397, Pg. 574 and Deed Book 552, Pg. 195 as Tract #3, and on an angle point of said City of Lancaster Corporation Line;

Thence N 64°25'22" W, with the north line of said 0.18 acre tract and the south line of said Tract 1, 191.1± feet to an angle point of said Tract 1, and the northwest corner of said 0.18 acre tract;

Thence S 03°37'14" E, with an easterly line of said Tract 1, a westerly line of said 0.18 acre tract, and the westerly line of a 0.22 acre tract of land also conveyed to Mary L. Fox in Deed Book 397, Pg. 574 and Deed Book 552, Pg. 195, as Tract #1, 129.6± feet to an angle point of said Tract 1, the southwest corner of said 0.22 acre tract, and being on the north line of a 0.734 acre tract of land conveyed to Cindy S. and Rodney Asbury in Instrument No. 202100022476;

Thence N 87°59'17" W, with a south line of said Tract 1 and the north line of said 0.734 acre tract, 20.1± feet to an angle point of said Tract 1, the northwest corner of said 0.734 acre tract, and being on the east line of a 0.577 acre tract of land conveyed to Ariana Hayes in Instrument No. 202100025179;

Thence N 01°32'21" W, with a west line of said Tract 1, and the east line of said 0.577 tract, 95.2± feet to an angle point of said Tract 1 and said 0.577 acre tract;

Thence N 03°38'07" W, with a west line of said Tract 1 and an east line of said 0.577 acre tract, 41.7± feet to an angle point of said Tract 1 and the northeast corner of said 0.577 acre tract;

Thence S 85°17'06" W, with a south line of said Tract 1 and a north line of said 0.577 acre tract, 137.8± feet to a point on the common line of said 0.577 acre tract and said Tract 1, and being on the proposed easterly right-of-way line of Sheridan Drive (C.R. 56)(60' R/W);

Thence with the proposed easterly right-of-way line of Sheridan Drive (C.R. 56)(60' R/W) and across said Tract 1, the following three (3) courses and distances:

**Proposed 5.0± Acre Annexation  
from Pleasant Township  
to the City of Lancaster**

**-2-**

3. With a curve to the right, a central angle of  $2^{\circ}41'40''$ , a radius of 1475.42 feet, an arc length of 69.4± feet, and a chord bearing and distance of  $N 1^{\circ}49'45'' E$ , 69.4± feet to a point on the proposed right-of-way, the common line of said Tract 1 and said Tract 2, and being on said southerly City of Lancaster Corporation Line;

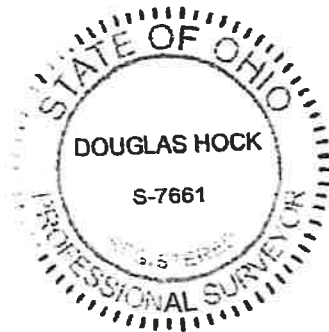
Thence  $S 87^{\circ}54'53'' E$ , with the common line of said Tract 1 and said Tract 2 and with said southerly City of Lancaster Corporation Line, 323.9± feet to the Point of Beginning, containing 5.0± acres.

The above description was prepared by Advanced Civil Design Inc. on May 8, 2024 and is based on existing Fairfield County Auditor and Recorder records.

The total length of the annexation perimeter is 2,829± feet, of which 1043± feet are contiguous with existing City of Lancaster Corporation lines, being 37±% contiguous.

All references used in this description can be found at the Fairfield Recorder's Office, Fairfield County, Ohio.

This is not to be used for the transfer of land and is for annexation purposes only.



**ADVANCED CIVIL DESIGN, INC.**

*[Handwritten Signature]* 5/14/24

Douglas R. Hock. P.S. 7661 Date:



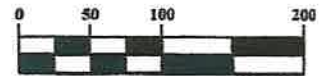
L1	S03°37'14"E	129.6'±
L2	N87°59'17"W	20.1'±
L3	N01°32'21"W	95.2'±
L4	N03°38'07"W	41.7'±

TO THE CITY OF LANCASTER  
Section 29, Township 15  
Range 18, Congress Lands  
Township of Pleasant  
County of Fairfield, State of Ohio



Location Map - NTS

GRAPHIC SCALE



1 inch = 100 feet

Paul J. Shull, Trustee of the Paul J. Shull Revocable Living Trust  
&  
Clara L. Shull, Trustee of the Clara L. Shull Revocable Living Trust  
Tract One  
D.V. 690, Pg. 933  
21.280 Ac.  
P.N. 0270035920

City of Lancaster  
D.V. 438, Pg. 20  
P.N. 0270805000 (0.57 Ac.)  
11.45 Ac. (Total)

P.N. 0270077500

Sheridan Drive  
Subdivision No. 2  
P.B. 7, Pg. 6  
P.N. 0270077400

Lot 19

Lot 18

5.0± Ac. Tract

Length of Contiguity: 1043± feet  
Total Length of Perimeter: 2,829± feet  
Percentage of Contiguity: 37±%

This annexation will result in Parcel 0270038000 being a township island.

Legend



Area to be Annexed

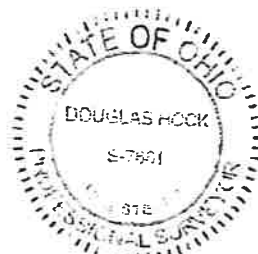


Existing City of Lancaster Corp Line



Proposed City of Lancaster Corp Line

This exhibit is created from information obtained from the Fairfield County Auditor's Office and the Fairfield County Recorder's Office. This exhibit is not to be used for the transfer of land.



POB  
5.0± Ac.

S87°54'53"E 323.9'±

Δ=2°41'40"  
R=1475.42'  
ArcL=89.4'±  
ChB=N1°49'45"E  
ChD=89.4'±

Δ=14°00'46"  
R=1027.96'  
ArcL=251.4'±  
ChB=N6°39'05"W  
ChD=250.8'±

Jared C. and  
Caitlin M. Later  
I.N. 202300008234  
P.N. 0270036000

Tract #1  
0.488 Ac.

Tract #2  
0.120 Ac.

S88°01'27"E  
57.0'±

S88°01'27"E  
150.3'±

Jeffrey L. Shull, Trustee of  
the Clara Louise Shull Revocable  
Trust and the Paul J. Shull  
Revocable Trust  
I.N. 202300014399  
Tract 1  
5.684 Ac.  
5.0± Ac.  
P.N. 0270035940

Jeffrey L. Shull, Trustee of  
the Clara Louise Shull Revocable  
Trust and the Paul J. Shull  
Revocable Trust  
I.N. 202300014399  
Tract 2  
16.289 Ac.  
P.N. 0534248400

Arlana Hayes  
I.N. 202100025178  
0.577 Ac.  
P.N. 0270035400

Tract #1  
0.22 Ac.

Tract #3  
0.18 Ac.

Tract #2  
0.020

Mary L. Fox  
D.B. 387, Pg. 574  
D.B. 552, Pg. 196  
P.N. 0270035300

Cindy S. and Rodney Asbury  
I.N. 202100022476  
0.734 Ac.  
P.N. 0270035100

Signature Page

Resolution No. 2024-07.09.b

A Resolution to Approve the Annexation of 5.0 +/- Acres from Pleasant Township to the City of Lancaster, Expedited Type II, Pursuant to ORC 709.023, David Hodge Petitioner

(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 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) 2024 Federal Aviation Administration (FAA) Bipartisan Infrastructure Law Grant**

**WHEREAS**, the Fairfield County Airport Authority applied for the FY2024 FAA Bipartisan Infrastructure Law grant in the amount of \$ 290,500 on June 26, 2024; and

**WHEREAS**, the Board of Commissioners and the Fairfield County Airport Authority Board are both a sponsor of this grant; and

**WHEREAS**, if the grant is approved by the FAA, the Board of Commissioners desires to assign authority to the County Administrator or Deputy County Administrator to serve as the sponsor on behalf of the Commission for any documents relating to the FY2024 FAA Bipartisan Infrastructure Law Grant.

---

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

---

**Section 1.** The Board of County Commissioners assigns authority to the County Administrator or Deputy County Administrator to serve as the sponsor on behalf of the Board of County Commissioners for any documents relating to the FY2024 FAA Bipartisan grant.

Resolution No. 2024-07.09.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) 2024 Federal Aviation Administration (FAA) Bipartisan Infrastructure Law Grant

(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# 3034, subfund#8350 for the FY2024 Ohio Airport Grant Program/Ohio Department of Transportation (ODOT), and Advance from the General fund.**

**WHEREAS,** the Board of Commissioners approved the grant agreement for the FY2024 Ohio Airport Grant Program funding of a maximum of \$366,700 per Resolution 2024-04.30.a; and

**WHEREAS,** adjustments to the budget are necessary to update 2024 budget figures: and

**WHEREAS,** appropriate from unappropriated into a major expenditure object category will allow the budget to be established; and

**WHEREAS,** an additional 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 to appropriate from unappropriated into a major expense category:  
12303424            Capital Outlay        \$ 181,046.89

**Section 2.** Request that the Fairfield County Auditor process the following advance with the repayment date of 12/15/2025.

DEBIT	1001 090000 General Fund Advance	<\$200,000>
CREDIT	8350 223001 FY24 ODOT grant fund advance in (Fund# 3034)	+\$200,000



**A resolution approving to appropriate from Unappropriated into a major expense category for Grant Fund# 3034, subfund#8350 for the FY2024 Ohio Airport Grant Program/Ohio Department of Transportation (ODOT), and Advance from the General fund.**

***For Auditor's Purpose only:***

***Section 1.***

*\$ 181,046.89      12303424   570000 Capital outlay*

***Section 3a.*** *Request that the County Auditor on behalf of the Budget commission to issue an amended certificate for fund # 3034, Subfund#8350 in the amount of \$181,046.89.*

***Section 3b.*** *Request that the County Auditor update the following revenue accounts:*

*\$181,046.89      12303424   433400 State Govt. revenue*

Resolution No. 2024-07.09.d

A resolution approving to Appropriate from Unappropriated into a major expense category for Grant Fund# 3034, subfund#8350 for the FY2024 Ohio Airport Grant Program/Ohio Department of Transportation (ODOT), and Advance from the General fund.

(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 the approval to extend the repayment date of an advance for Fund #3011 FAA grant sub fund #8272**

**WHEREAS,** the General Fund approved an advance of \$338,000 (resolution 2021-06-22.b) for Fund #3011 sub fund #8272; and

**WHEREAS,** the Commissioners' Office would like to extend the repayment date to 12/15/2024.

---

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

---

**Section 1.** That the Fairfield County Board of Commissioners extend the repayment date to 12/15/24 for:

FAA Grant Fund #3011 sub# 8272 advance of \$338,000

Prepared by: Christina Foster  
cc: Commissioners' Office

Resolution No. 2024-07.09.e

A resolution authorizing the approval to extend the repayment date of an advance for Fund #3011 FAA grant sub fund #8272

(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 funds in a major expenditure object category for fund# 2675 CDBG Program Income.**

**WHEREAS,** appropriations are needed for CDBG program income eligible expenses; and

**WHEREAS,** appropriate from unappropriated funds will allow proper accounting in the major expenditure object categories.

---

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

---

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

\$ 2,900	contractual services	12267500
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---

**A resolution to appropriate from unappropriated funds in a major expenditure object category for fund# 2675 CDBG Program Income.**

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

***Section 1.***

*\$ 2,900      12267500 530000 contractual services*

Signature Page

Resolution No. 2024-07.09.f

A resolution to appropriate from unappropriated funds in a major expenditure object category for fund# 2675 CDBG Program Income.

(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 for the 3<sup>rd</sup> Quarter 2024 Allocation for the Multi County Juvenile Detention Center (MCJDC).**

**WHEREAS,** the Board of Commissioners approved the 2024 Allocation of \$394,229 for MCJDC to be disbursed in quarterly payments, and

**WHEREAS,** it is necessary to transfer the cash to meet obligations.

---

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

---

**Section 1.** That the transfer of funds in the amount of \$98,557.25 hereby authorized as follows:

From: 12100149 700008 GRF transfers out  
To: 73756401 439100 MCJDC transfers in

Prepared by: Staci Knisley  
cc: Commissioners' Office, MCJDC





**Dana Moore, Superintendent**

## INVOICE

TO: Fairfield County Board of Commissioners  
ATTN: Stacy Knisley [staci.knisley@fairfieldcountyohio.gov](mailto:staci.knisley@fairfieldcountyohio.gov)  
  
FROM: Multi-County Juvenile Detention Center  
Lancaster, Ohio 43130  
  
DATE: January 8, 2024

**Fairfield County** share of costs, contributions to the District for operations for **2024**:

**1<sup>ST</sup> QUARTER: \$98,557.25**

**2<sup>ND</sup> QUARTER: \$98,557.25**

**3<sup>RD</sup> QUARTER: \$98,557.25**

**4<sup>TH</sup> QUARTER: \$98,557.25**

Total 2024 Contributions: **\$394,229.00**

***Please remit payment to: Multi-County Juvenile Detention Center  
FUND TO FUND TRANSFER***

***Thank you!***

Signature Page

Resolution No. 2024-07.09.g

A resolution authorizing a fund to fund transfer for the 3rd Quarter 2024 Allocation for the Multi County Juvenile Detention Center (MCJDC).

(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 funds in a major expense object category for transfers and a fund to fund transfer to Fairfield County Regional Planning Commission.**

**WHEREAS**, additional appropriations are necessary for committing to the townships and villages for the model zoning code regulations; and

**WHEREAS**, appropriations from unappropriated funds will allow the budget to increase in the major category expense for transfers for the general fund.

---

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

---

Section 1. That the Fairfield County Auditor appropriate from unappropriated funds in the major expense category of transfers:

\$ 75,000 12100148 transfers

**Section 2.** That the Fairfield County Auditor process the following fund to fund transfers for Fairfield County Regional Planning:

\$75,000

From: 12100148 700201 GRF transfers out

To: 74703000 439100 RPC transfers in

---

**A resolution to appropriate from unappropriated funds in a major expense object category for transfers and a fund to fund transfer to Fairfield County Regional Planning Commission.**

---

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

*Section 1.*

*\$75,000    12100148   700201 GRF/RPC transfers out*

Resolution No. 2024-07.09.h

A resolution to appropriate from unappropriated funds in a major expense object category for transfers in the General Fund and a fund to fund transfer to Fairfield County Regional Planning Commission

(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.

CREDIT: 1001 223000 General Fund Advances In +\$164,056

Signature Page

Resolution No. 2024-07.09.i

A resolution authorizing the approval of repayment of an advance to the General Fund from Fund # 3034, Subfund# 8302 FY2022 ODOT Grant.

(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 funds in a major expenditure object category for fund# 2591 HOME Program Income.**

**WHEREAS,** appropriations are needed for HOME program income eligible expenses; and

**WHEREAS,** appropriate from unappropriated funds will allow proper accounting in the major expenditure object categories.

---

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

---

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

\$ 58,000	contractual services	12259100
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**A resolution to appropriate from unappropriated funds in a major expenditure object category for fund# 2591 HOME Program Income.**

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

***Section 1.***

*\$ 58,000                      12259100 530000                      contract services*

Signature Page

Resolution No. 2024-07.09.j

A resolution to appropriate from unappropriated funds in a major expenditure object category for fund# 2591 HOME Program Income.

(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 the approval repayment of an advance to the General Fund for FAA grant fund# 3011, sub fund# 8303.**

**WHEREAS,** project activity and final reimbursement for the FY2022 FAA grant fund has been completed; and

**WHEREAS,** advance can be paid back to the general fund.

---

**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 repay the following advance in the amount of \$500,000:

DEBIT: 8303 090001 FAA FY 22 grant fund # 3011 advances out  
CREDIT: 1001 223000 General Fund Advances In

Prepared by: Staci Knisley, Commissioners Office  
cc: Christina Foster

Signature Page

Resolution No. 2024-07.09.k

A resolution authorizing the approval repayment of an advance to the General Fund for FAA grant fund# 3011, sub fund# 8303.

(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.

2024-07.09.I

**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 2024.

**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	\$286.49
71701247 436100	WIC Interest Income	\$111.47
71732153 436100	Bioterrorism Interest Income	\$327.50
81786520 436100	Port Authority Interest Income	\$0.45
	Total - Agency Funds	<b>\$725.91</b>

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: \$ 725.91

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 24, 2024

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 24**

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2591 CDBG Rehab Mortgage Refunds	\$97.74
2675 CDBG Project Income	\$4.85
7113 Prepayment Fund	\$0.47
2716 RLF/CDBG Fund	\$128.51
2717 RLF/D Fund	\$665.40
7308 Fairfield County Historical Parks	\$286.49
7012 WIC Grant	\$111.47
7321 Bioterrorism Grant	\$327.50
5376 Self Fund Health Care	\$8,641.72
7865 Fairfield Port Authority (Econ Dev)	\$0.45

<b>Total</b>	<b>\$10,264.60</b>
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Respectfully,

James N Bahnsen  
Fairfield County Treasurer

abk  
enclosures

MAY 24

CDBG REHAB MORTGAGE REFUNDS

Fund Number:	2591
Beginning Balance:	\$59,490.18
End of Month Balance:	59,548.90
Average of Beginning and Ending Balance(A):	\$59,519.54
All County Funds Beginning Balance:	272,002,328.17
All County Funds Ending Balance:	269,384,119.76
Average of Beginning and Ending Balance, All County Funds(B):	\$270,693,223.97
Total Investment Income for the Month:	\$444,497.75
(A) as a percent of (B):	0.000219878
Amount to be Allocated to Fund:	\$97.74

MAY 24

CDBG PROJECT INCOME

Fund Number:	2675
Beginning Balance:	\$2,950.29
End of Month Balance:	\$2,953.20
Average of Beginning and Ending Balance(A):	\$2,951.75

All County Funds Beginning Balance:	272,002,328.17
All County Funds Ending Balance:	269,384,119.76
Average of Beginning and Ending Balance, All County Funds(B):	\$270,693,223.97

Total Investment Income for the Month:	\$444,497.75
--	--------------

(A) as a percent of (B):	1.09044E-05
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Amount to be Allocated to Fund:	\$4.85
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MAY 24

PREPAYMENT FUND

Fund Number:	7113
Beginning Balance:	\$10.95
End of Month Balance:	\$564.24
Average of Beginning and Ending Balance(A):	\$287.60

All County Funds Beginning Balance:	272,002,328.17
All County Funds Ending Balance:	269,384,119.76
Average of Beginning and Ending Balance, All County Funds(B):	\$270,693,223.97

Total Investment Income for the Month:	\$444,497.75
--	--------------

(A) as a percent of (B):	1.06244E-06
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Amount to be Allocated to Fund:	\$0.47
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MAY 24

RLF/CDBG FUND

Fund Number:	2716
Beginning Balance:	\$76,475.89
End of Month Balance:	\$80,048.90
Average of Beginning and Ending Balance(A):	\$78,262.40

All County Funds Beginning Balance:	272,002,328.17
All County Funds Ending Balance:	269,384,119.76
Average of Beginning and Ending Balance, All County Funds(B):	\$270,693,223.97

Total Investment Income for the Month:	\$444,497.75
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(A) as a percent of (B):	0.000289118
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Amount to be Allocated to Fund:	\$128.51
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MAY 24

EDA RLF SEQUESTERED

Fund Number:	2717
Beginning Balance:	\$399,570.68
End of Month Balance:	\$410,870.08
Average of Beginning and Ending Balance(A):	\$405,220.38
All County Funds Beginning Balance:	272,002,328.17
All County Funds Ending Balance:	269,384,119.76
Average of Beginning and Ending Balance, All County Funds(B):	\$270,693,223.97
Total Investment Income for the Month:	\$444,497.75
(A) as a percent of (B):	0.001496973
Amount to be Allocated to Fund:	\$665.40

MAY 24

FAIRFIELD COUNTY HISTORICAL PARKS

Fund Number:	7308
Beginning Balance:	\$296,076.19
End of Month Balance:	\$52,856.47
Average of Beginning and Ending Balance(A):	\$174,466.33
All County Funds Beginning Balance:	272,002,328.17
All County Funds Ending Balance:	269,384,119.76
Average of Beginning and Ending Balance, All County Funds(B):	\$270,693,223.97
Total Investment Income for the Month:	\$444,497.75
(A) as a percent of (B):	0.000644517
Amount to be Allocated to Fund:	\$286.49

MAY 24

WIC

Fund Number:	7012
Beginning Balance:	\$91,307.00
End of Month Balance:	44,464.77
Average of Beginning and Ending Balance(A):	\$67,885.89
All County Funds Beginning Balance:	272,002,328.17
All County Funds Ending Balance:	269,384,119.76
Average of Beginning and Ending Balance, All County Funds(B):	\$270,693,223.97
Total Investment Income for the Month:	\$444,497.75
(A) as a percent of (B):	0.000250785
Amount to be Allocated to Fund:	\$111.47

MAY 24

BIOTERRORISM GRANT

Fund Number: 7321

Beginning Balance: \$202,239.65

End of Month Balance: 196,645.46

Average of Beginning and Ending Balance(A): \$199,442.56

All County Funds Beginning Balance: 272,002,328.17

All County Funds Ending Balance: 269,384,119.76

Average of Beginning and Ending Balance, All County Funds(B): \$270,693,223.97

Total Investment Income for the Month: \$444,497.75

(A) as a percent of (B): 0.000736784

Amount to be Allocated to Fund: \$327.50

MAY 24

SELF FUND HLTH CARE

Fund Number:	5376
Beginning Balance:	\$5,246,298.65
End of Month Balance:	5,279,080.59
Average of Beginning and Ending Balance(A):	\$5,262,689.62

All County Funds Beginning Balance:	272,002,328.17
All County Funds Ending Balance:	269,384,119.76
Average of Beginning and Ending Balance, All County Funds(B):	\$270,693,223.97

Total Investment Income for the Month:	\$444,497.75
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(A) as a percent of (B):	0.019441527
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Amount to be Allocated to Fund:	\$8,641.72
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MAY-24

FAIRFIELD CO PORT AUTHORITY (ECON DEV)

Fund Number:	7865
Beginning Balance:	\$273.56
End of Month Balance:	\$273.82
Average of Beginning and Ending Balance(A):	\$273.69
All County Funds Beginning Balance:	272,002,328.17
All County Funds Ending Balance:	269,384,119.76
Average of Beginning and Ending Balance, All County Funds(B):	\$270,693,223.97
Total Investment Income for the Month:	\$444,497.75
(A) as a percent of (B):	1.01107E-06
Amount to be Allocated to Fund:	\$0.45



***James N Bahnsen***

210 East Main Street

Lancaster, Ohio 43130

**Fairfield County Treasurer**

Telephone: (740 ) 652-7140

June 24, 2024

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

Dear Staci,

The enclosed forms are interest allocation calculations for the Water and Sewer debt service and construction funds for May 2024.

Respectfully,

James N Bahnsen  
Fairfield County Treasurer

ABK  
Enclosures

May-24

Credit Amount	Fund#	Fund Name	GL#	Object
0.00	4300	BR - High Service ARE Water	12430033	436100
19.73	5461	Liberty Township Sewer	12546134	436100
457.51	5469	BR - Sewer VP Utility 99	12546933	436100
145.17	5533	Liberty Township Sewer Project	12553333	436100
682.67	5554	NR Tussing Rd Water Reclam Fac	12555433	436100
2.22	5555	BR - Sewer consolidcation Bond 03	12555533	436100
457.91	5470	BR - Water VP Utility 99	12547026	436100
375.81	5534	Tussing Rd. WTF Improvement	12553426	436100
72.89	5556	BR - Water Consolidation BD 2003	12555626	436100

**Total Journal Entry        \$2,213.91**

MAY 24

LIBERTY TOWNSHIP SEWER

Fund Number:	5461
Beginning Balance:	\$12,011.33
End of Month Balance:	12,023.19
Average of Beginning and Ending Balance(A):	\$12,017.26

All County Funds Beginning Balance:	272,002,328.17
All County Funds Ending Balance:	269,384,119.76
Average of Beginning and Ending Balance, All County Funds(B):	\$270,693,223.97

Total Investment Income for the Month:	\$444,497.75
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(A) as a percent of (B):	4.43944E-05
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Amount to be Allocated to Fund:	\$19.73
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**MAY 24**

**BR-SEWER VP UTILITY 99**

<b>Fund Number:</b>	<b>5469</b>
<b>Beginning Balance</b>	<b>\$278,793.20</b>
<b>End of Month Balance:</b>	<b>278,442.84</b>
<b>Average of Beginning and Ending Balance(A):</b>	<b>\$278,618.02</b>

<b>All County Funds Beginning Balance:</b>	<b>272,002,328.17</b>
<b>All County Funds Ending Balance:</b>	<b>269,384,119.76</b>
<b>Average of Beginning and Ending Balance, All County Funds(B):</b>	<b>\$270,693,223.97</b>

<b>Total Investment Income for the Month:</b>	<b>\$444,497.75</b>
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<b>(A) as a percent of (B):</b>	<b>0.001029276</b>
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<b>Amount to be Allocated to Fund:</b>	<b>\$457.51</b>
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MAY 24

LIBERTY TWP SEWER PROJECT

Fund Number:	5533
Beginning Balance:	\$88,386.08
End of Month Balance:	88,430.97
Average of Beginning and Ending Balance(A):	\$88,408.53
All County Funds Beginning Balance:	272,002,328.17
All County Funds Ending Balance:	269,384,119.76
Average of Beginning and Ending Balance, All County Funds(B):	\$270,693,223.97
Total Investment Income for the Month:	\$444,497.75
(A) as a percent of (B):	0.0003266
Amount to be Allocated to Fund:	\$145.17

MAY 24

NR TUSSING RD WATER RECLAM FAC

Fund Number:	5554
Beginning Balance:	\$415,628.78
End of Month Balance:	415,839.59
Average of Beginning and Ending Balance(A):	\$415,734.19

All County Funds Beginning Balance:	272,002,328.17
All County Funds Ending Balance:	269,384,119.76
Average of Beginning and Ending Balance, All County Funds(B):	\$270,693,223.97

Total Investment Income for the Month:	\$444,497.75
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(A) as a percent of (B):	0.001535813
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Amount to be Allocated to Fund:	\$682.67
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MAY 24

BR SEWER CONSOLIDATION BOND 03

Fund Number:	5555
Beginning Balance:	\$1,353.98
End of Month Balance:	1,355.32
Average of Beginning and Ending Balance(A):	\$1,354.65

All County Funds Beginning Balance:	272,002,328.17
All County Funds Ending Balance:	269,384,119.76
Average of Beginning and Ending Balance, All County Funds(B):	\$270,693,223.97

Total Investment Income for the Month:	\$444,497.75
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(A) as a percent of (B):	5.00437E-06
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Amount to be Allocated to Fund:	\$2.22
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MAY 24

BR-WATER VP UTILITY 99

Fund Number:	5470
Beginning Balance:	\$278,793.20
End of Month Balance:	278,934.69
Average of Beginning and Ending Balance(A):	\$278,863.95

All County Funds Beginning Balance:	272,002,328.17
All County Funds Ending Balance:	269,384,119.76
Average of Beginning and Ending Balance, All County Funds(B):	\$270,693,223.97

Total Investment Income for the Month:	\$444,497.75
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(A) as a percent of (B):	0.001030184
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Amount to be Allocated to Fund:	\$457.91
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MAY 24

TUSSING RD WTF IMP

Fund Number:	5534
Beginning Balance:	\$228,807.53
End of Month Balance:	228,923.56
Average of Beginning and Ending Balance(A):	\$228,865.55

All County Funds Beginning Balance:	272,002,328.17
All County Funds Ending Balance:	269,384,119.76
Average of Beginning and Ending Balance, All County Funds(B):	\$270,693,223.97

Total Investment Income for the Month:	\$444,497.75
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(A) as a percent of (B):	0.000845479
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Amount to be Allocated to Fund:	\$375.81
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MAY 24

BR WATER CONSOLIDATION BD 2003

Fund Number:	5556
Beginning Balance:	\$42,619.92
End of Month Balance:	46,162.01
Average of Beginning and Ending Balance(A):	\$44,390.97

All County Funds Beginning Balance:	272,002,328.17
All County Funds Ending Balance:	269,384,119.76
Average of Beginning and Ending Balance, All County Funds(B):	\$270,693,223.97

Total Investment Income for the Month:	\$444,497.75
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(A) as a percent of (B):	0.00016399
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Amount to be Allocated to Fund:	\$72.89
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## Interest ReportFairfield County May 2024

<u>Date</u>	<u>Pay-in</u>	<u>Fund</u>	<u>Acct #</u>	<u>Description</u>
May 1, 2024	\$45,000.00	GENERAL	10 436100	DEPINVINT FIFTH THIRD MULT INV
May 1, 2024	\$33,000.00	GENERAL	10 436100	DEPINVINT FIFTH THIRD MULT INV
May 1, 2024	\$126,222.80	GENERAL	10 436100	DEPINVINT FIFTH THIRD MULT INV
May 1, 2024	\$119,834.62	GENERAL	10 436100	DEPINVINT FIFTH THIRD MULT INV
May 6, 2024	\$76.44	GENERAL	10 436100	DEPINVINT FIFTH THRD MULT INV
May 13, 2024	\$10,000.04	GENERAL	10 436100	DEPINVINT FIFTH THIRD MULT INV
May 20, 2024	\$5,600.00	GENERAL	10 436100	DEPINVINT FIFTH THIRD MULT INV
May 20, 2024	\$24,125.00	GENERAL	10 436100	DEPINVINT FIFTH THIRD MULT INV
May 20, 2024	\$5,408.65	GENERAL	10 436100	DEPINVINT FIFTH THIRD MULT INV
May 21, 2024	\$12,277.60	GENERAL	10 436100	DEPINVINT FIFTH THIRD MULT INV
May 22, 2024	\$62,000.00	GENERAL	10 436100	DEPINVINT FIFTH THIRD MULT INV
May 23, 2024	\$952.60	GENERAL	10 436100	DEPINVINT FIFTH THIRD MULT INV

SUM:

\$444,497.75

✓ AK

Resolution No. 2024-07.09.I

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 authorizing a fund to fund transfer for Fairfield County Job and Family Services (JFS) for the 3<sup>rd</sup> Quarter 2024 Allocation.**

**WHEREAS,** the Board of Commissioners approved the 2024 Allocations for JFS to be disbursed in quarterly payments,

**WHEREAS,** it is necessary to transfer the cash to meet obligations.

---

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

---

**Section 1.** That the transfer of funds in the amount of \$5,396.37 hereby authorized as follows:

From: 12100149 700004 GRF mandated share Public Assist. transfers Out  
To: 12201807 439100 Public Assistance Fund transfers in

**Section 2.** That the transfer of funds in the amount of \$334,378.55 hereby authorized as follows:

From: 12100149 700003 transfers out, CPS  
To: 12207207 439100 Children Services Transfers in

**Section 3.** That the transfer of funds in the amount of \$23,896.83 hereby authorized as follows:

From: 12100149 700005 CSEA transfers out  
To: 12201507 439100 CSEA transfers in

Prepared by: Staci Knisley  
cc: Job & Family Services

Signature Page

Resolution No. 2024-07.09.m

A resolution authorizing a fund to fund transfer for Fairfield County Job and Family Services (JFS) for the 3rd Quarter 2024 Allocation.

(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 to the Fairfield County Family Adult Children First Council for Multi-Youth Committee for the 3<sup>rd</sup> payment of the 2024 Allocation.**

**WHEREAS,** the Board of Commissioners approved the 2024 Allocation of \$125,000 to be transferred quarterly; and

**WHEREAS,** it is necessary to transfer the 3<sup>rd</sup> payment of 2024 to meet obligations; and

---

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

---

**Section 1.** That the transfer of funds in the amount of \$31,250 hereby authorized as follows:

From: 12100149 700109 GRF transfers out  
To: 60815920 439100 MSY transfers in

Prepared by: Staci Knisley

Signature Page

Resolution No. 2024-07.09.n

A resolution authorizing a fund to fund transfer to the Fairfield County Family Adult Children First Council for Multi-Youth Committee for the 3rd payment of the 2024 Allocation.

(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 fund to fund transfers for  
intergovernmental agencies for the 2<sup>nd</sup> half 2024 Allocations.**

**WHEREAS,** the Board of Commissioners approved the 2024 Allocations for various agencies to be disbursed in two (2) payments, and

**WHEREAS,** it is necessary to transfer the cash to meet obligations.

---

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

---

**Section 1.** That the Fairfield County Auditor process the following fund to fund transfers for various intergovernmental agencies:

- |             |  |
|-------------|--|
| a. \$55,000 | From: 12100148 700201 GRF transfers out<br>To: 74703000 439100 RPC transfers in      |
| b. \$40,000 | From: 12100148 700202 GRF transfers out<br>To: 16202401 439100 Engineer transfers in |

Prepared by: Staci Knisley  
cc: Commissioners' Office

Resolution No. 2024-07.09.o

A Resolution Authorizing Fund-to-Fund Transfers for Intergovernmental Agencies  
for the 2nd Half 2024 Allocations

(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 authorize the establishment of new capital project fund for the acquisition and renovation of the Building on Sheridan, Appropriate from Unappropriated in major expenditure object categories, and a fund to fund transfer.**

**WHEREAS,** it is operationally efficient to create the new fund called "Building on Sheridan" fund; and

**WHEREAS,** the purpose of the new capital project fund is to track the acquisition and renovations of the building on Sheridan Drive; and

**WHEREAS,** accumulated income is estimated not to exceed \$10,000,000 over the course of the project; and

**WHEREAS,** the income will not exceed 10 years; and

**WHEREAS,** Ohio House Bill 2 and general fund contributions will fund the new capital fund; and

**WHEREAS,** permission to create a new capital projects fund is found under ORC 5705.13 (c).

---

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

---

**Section 1.** That a new capital project fund called "Building on Sheridan" be established with the following revenue and expenditure accounts:

Receipts:

123\_\_\_\_\_ 433400 state grants \_\_\_\_\_ charge code  
123\_\_\_\_\_ 439100 intergovt. Transfers in

Expenditures:

123\_\_\_\_\_ 570000 capital outlay  
123\_\_\_\_\_ 571000 land and easements

**Section 2.** Appropriate from unappropriated funds as follows in major expenditure object categories:

\$6,000,000 capital outlay 123\_\_\_\_\_

**A resolution to authorize the establishment of new capital project fund for the acquisition and renovation of the Building on Sheridan, Appropriate from Unappropriated in major expenditure object categories, and a fund to fund transfer.**

**Section 3.** Request that the Fairfield County Board of Commissioners Appropriate from Unappropriated funds to the following major expense category for transfers:

\$ 4,000,000      transfers      GL# 12100149

**Section 4.** That the transfer of funds (fund to fund transfer) in the amount of \$ 4,000,000 is hereby authorized as follows:

From:	12100149	700000 Transfers GRF
To:	123_____	439100 intergovernmental transfers in

---

**A resolution to authorize the establishment of new capital project fund for the acquisition and renovation of the Building on Sheridan, Appropriate from Unappropriated in major expenditure object categories, and a fund to fund transfer.**

---

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

**Section 2:** *Update the expenditure object lines for appropriations as follows:*

\$ 4,000,000	123_____	571000 land and easements
\$2,000,000	123_____	570000 capital outlay

**Section 3:** *Update the expenditure object lines for appropriations as follows:*

\$ 4,000,000	12100149	700000 transfers
--------------	----------	------------------

**Section 5.** *Issue an Amended Certificate, on behalf of the Budget Commission, in the amount \$6,000,000 to the credit of the Fund# 3\_\_\_\_\_.*

**Section 6.** *Request that the Fairfield County Auditor update the following receipt lines:*

\$4,000,000	123_____	439100	intergovernmental transfer in
\$2,000,000	123_____	433400	state grants

Resolution No. 2024-07.09.p

A Resolution to Authorize the Establishment of a New Capital Project Fund for the Acquisition and Renovation of the Building on Sheridan, Appropriate from Unappropriated in Major Expenditure Object Categories, and a Fund-to-Fund Transfer

(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 appointment of Ms. Missy Clum to the Area 20 Workforce Development Board (WDB).**

**WHEREAS,** Marla Bailey is no longer able to continue serving on the Area 20 WDB; and

**WHEREAS,** the Board of Commissioners is authorized to fill vacancies on the Area 20 WDB by appointment of qualified individuals; and

**WHEREAS,** Missy Clum is eligible and willing to fill the vacant seat on the board.

---

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

---

**Section 1.** That the Fairfield County Board of Commissioners hereby appoints Missy Clum to fill the vacant seat on the Area 20 WDB.

**Section 2.** That this appointment is effective July 1, 2024 through June 30, 2025.

Prepared by: Angel Conrad

Signature Page

Resolution No. 2024-07.09.q

A Resolution to Approve the Appointment of Ms. Missy Clum to the Area 20 Workforce Development Board (WDB)

(Fairfield County Commissioners)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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



**A resolution to approve an Equipment Lease Agreement with the City of Lancaster, Ohio.**

**WHEREAS,** the City of Lancaster and the Fairfield County Engineer recognize the need for increased efficiency and cooperation in local government and are actively pursuing means to make better use of taxpayer dollars and reduce the financial strain on their respective constituents; and

**WHEREAS,** the City of Lancaster and the Fairfield County Engineer recognize that the sharing of equipment and resources for the common good is an effective means to make better use of public funds; and

**WHEREAS,** an opportunity exists for the Fairfield County Engineer to lease paving and resurfacing equipment, for the benefit of the Fairfield County Engineer, from the City of Lancaster, at times when the equipment would otherwise not be in use and under terms mutually beneficial to both Parties; and

**WHEREAS,** the Commissioner have the statutory authority to enter into such an agreement under Ohio Revised Code 307.15; and

**WHEREAS,** the Fairfield County Engineer is recommending that this Board of Commissioners sign the attached Lease Agreement with the City of Lancaster for the stated fees and per the terms in the attached Agreement.

---

**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 sign the Lease Agreement with the City of Lancaster, for the stated fees and per the terms of the attached Agreement.

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

Prepared by: Cheryl Downour  
cc: Engineering Office

## EQUIPMENT LEASE

THIS EQUIPMENT LEASE (the "Lease") is made and entered on the 5<sup>TH</sup> day of JUNE, 2024 by and between the City of Lancaster, an Ohio municipal corporation, with offices located at 104 East Main Street, Room 102, Lancaster, Ohio 43130 (the "City" or "Lessor"), and the Fairfield County Commissioners, with offices located at 210 East Main Street, Room 301, Lancaster, Ohio 43130 (the "Commissioners" or "Lessee"), by and through the Office of the Fairfield County Engineer, with offices located at 3026 West Fair Avenue, Lancaster, Ohio 43130 (the "Engineer").

## RECITALS

WHEREAS, the City and the Commissioners recognize the need for increased efficiency and cooperation in local government and are actively pursuing means to make better use of taxpayer dollars and reduce the financial strain on their respective constituents; and

WHEREAS, the City and the Commissioners recognize that the sharing of equipment and resources for the common good is an effective means to make better use of public funds; and

WHEREAS, the Commissioners have the statutory authority to enter into such an agreement under Ohio Rev. Code 307.15; and

WHEREAS, an opportunity exists for the Commissioners to lease paving and resurfacing equipment, for the benefit of the Engineer, from the City, at times when the equipment would otherwise not be in use and under terms mutually beneficial to both Parties.

## TERMS

NOW, THEREFORE, for adequate consideration, the sufficiency of which is hereby acknowledged, and intending to be legally bound, the City and Commissioners agree as follows:

1. **EQUIPMENT.** Lessee agrees to lease from Lessor the equipment more specifically described in the attached Exhibit "A" (the "Equipment") pursuant to the terms and conditions below.
2. **TERM.** This Lease shall commence as of the date first set forth above and shall run through the 5<sup>TH</sup> day of JUNE, 2024. This Lease term may be modified, or the Lease may be renewed for subsequent term(s), by mutual agreement of the parties in writing.
3. **RENT.** Lessee agrees to pay and deliver to Lessor rent in the amounts specified on Exhibit B. Lessee shall deliver the first month's rent on or before the 10<sup>th</sup> day following commencement of the Lease and shall pay the remaining balance in full on or before the 30<sup>th</sup> day following the end of the Lease term. All rent payments shall be addressed and delivered to Lessor as set forth in Section 21 below. If the term does not start on the first day of the month or end on the last day of a month, the rent will be prorated accordingly.

4. **SECURITY DEPOSIT.** No security deposit shall be required as part of this Lease.
5. **DEFAULT BY LESSEE.** If Lessee fails to perform or fulfill any obligation under this Lease, including but not limited to Lessee's failure to properly use, maintain, or preserve the Equipment, Lessee shall be in default. Subject to any statute, ordinance, or law to the contrary, Lessee shall have seven (7) days from the date of notice of default by Lessor to cure the default. In the event Lessee does not cure a default, Lessor may at Lessor's option (a) cure such default and/or (b) declare Lessee in default. In the event of default, Lessor may, as permitted by law, re- take possession of the Equipment.
6. **POSSESSION AND SURRENDER OF EQUIPMENT.** Lessee shall be entitled to possession of the Equipment on the first day of the Lease term. On or before the last day of the Lease term, Lessee shall surrender the Equipment to Lessor by delivering the Equipment to Lessor or Lessor's agent in good condition and working order, ordinary wear and tear excepted, as it was at the commencement of the Lease. Unless otherwise agreed to by the Parties, in writing, the transfer of possession of the Equipment both at the commencement and expiration of the Lease term shall take place at Lessor's facility as set forth in Section 21 below.
7. **USE OF EQUIPMENT.** Lessee shall only use the Equipment for its designed and intended purpose. Lessee furthermore shall exercise due care, at all times, to operate, maintain, and store the Equipment in a careful and proper manner, in accordance with all laws, rules, statutes, ordinances, and manufacturer specifications and recommendations.
8. **INSPECTION.** Prior to the start of the initial or any subsequent Lease term, Lessee or Lessee's agent shall have the right to inspect the Equipment. By taking possession of the Equipment, Lessee acknowledges that the Equipment is in an acceptable condition and in good working order.
9. **MAINTENANCE, DAMAGE AND LOSS.** During the term of the Lease, Lessee will, at Lessee's sole expense, keep the Equipment clean and in good working order and repair. Lessee shall only use additional chemicals, additives, and/or emulsion products to the manufacturer's specifications for any equipment covered under this Agreement. Should the Equipment become damaged or otherwise worn out while in Lessee's possession, Lessee is responsible for repairing the Equipment so that the Equipment is delivered to the Lessor in good working order at the end of the Lease term or otherwise reimbursing Lessor for the parts and labor necessary to repair the Equipment. In the event the Equipment is lost or damaged beyond repair, Lessee shall ensure that the Equipment is replaced to the Lessor to Lessor's satisfaction; in addition, the obligations of this Lease shall continue in full force and effect through the term.

10. **INSURANCE AND LIABILITY.** During the term of the Lease and while Lessee is in possession of the Equipment, the Equipment shall be fully covered under Lessee's general insurance policy. Lessee shall additionally be responsible, at its sole cost and expense, for any Worker's Compensation Insurance related to the use of the Equipment and/or any related projects. Upon request by Lessor, Lessee shall provide proof of such insurance.
11. **RESPONSIBILITY.** Each party to this Lease 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 Lease shall impute or transfer any such responsibility from one party to the other party.
12. **ENCUMBRANCES, TAXES AND OTHER LAWS.** Lessee shall keep the Equipment free and clear of any liens or other encumbrances and shall not permit any act whereby Lessor's title or rights may be negatively affected. Lessee shall be responsible for complying with and conforming to all laws and regulations relating to the possession, use or maintenance of the Equipment. Furthermore, Lessee shall promptly pay all taxes, fees, licenses, and governmental charges, together with any penalties or interest thereon, relating to the possession, use or maintenance of the Equipment.
13. **LESSOR REPRESENTATIONS.** Lessor represents and warrants that it has the right to lease the Equipment as provided in this Lease and that Lessee shall be entitled to quietly hold and possess the Equipment, and Lessor will not interfere with that right as long as Lessee pays rent in a timely manner and performs all other obligations under this lease.
14. **OWNERSHIP.** The Equipment is and shall remain the exclusive property of Lessor.
15. **SEVERABILITY.** If any part or parts of this Lease shall be held unenforceable for any reason, the remainder of this Lease shall continue in full force and effect. If any provision of this Lease is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.
16. **ASSIGNMENT.** Neither this Lease nor Lessee's rights hereunder are assignable except with Lessor's prior, written consent.
17. **BINDING EFFECT.** The covenants and conditions contained in the Lease shall apply to and bind the parties and the heirs, legal representatives, successors and permitted assigns.
18. **GOVERNING LAW.** This Lease shall be governed by and construed in accordance with the laws of the State of Ohio.
19. **NOTICE.** Any notice required or otherwise given pursuant to this Lease shall be in writing and shall be delivered as follows:

TO LESSOR:

Timothy Deitz  
LDOT Superintendent  
815 Lawrence Street  
Lancaster, OH 43130  
tdeitz@ci.lancaster.oh.us

TO LESSEE:

Jeremiah Upp  
Fairfield County Engineer  
3026 W. Fair Avenue  
Lancaster, OH 43130  
jdupp@co.fairfield.oh.us

Either Party may change such addresses providing timely notice to the other Party.

- 20. ENTIRE AGREEMENT.** This Lease constitutes the entire agreement between the Parties and supersedes any prior understanding or representation of any kind preceding the date of this Lease. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Lease. This Lease may be modified only in writing and must be signed by both Lessor and Lessee.
- 21. CUMULATIVE RIGHTS.** Lessor's and Lessee's rights under this Lease are cumulative, and shall not be construed as exclusive of each other unless otherwise required by law.
- 22. WAIVER.** The failure of either party to enforce any provisions of this Lease shall not be deemed a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease. The acceptance of rent by Lessor does not waive Lessor's right to enforce any provisions of this lease.
- 23. ADDITIONAL TERMS & CONDICTIONS.** Nothing in this Lease shall serve to create any type of agency, employment, or partnership relationship between the parties

IN WITNESS WHEREOF, the City and Commissioners have caused this Lease to be executed as of the day and year first above written.

FOR LESSOR:

  
\_\_\_\_\_  
Carrie Woody Service-Safety  
Director City of Lancaster, Ohio

FOR LESSEE:


\_\_\_\_\_  
Commissioner / Fairfield County, Ohio

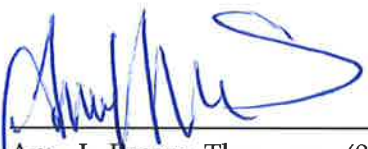
\_\_\_\_\_  
Commissioner / Fairfield County, Ohio

\_\_\_\_\_  
Commissioner / Fairfield County, Ohio

  
\_\_\_\_\_  
Jeremiah D. Upp, P.E., P.S.  
Fairfield County Engineer

*Approved as to form:*

  
\_\_\_\_\_  
Mitchell R. Harden (0095629)  
Assistant Law Director  
City of Lancaster, Ohio

  
\_\_\_\_\_  
Amy L. Brown-Thompson (0070511)  
Assistant Prosecuting Attorney  
Fairfield County Prosecutor's Office

**EXHIBIT A**  
**SCHEDULE OF EQUIPMENT**

<b><u>Description</u></b>	<b><u>Value</u></b>
One (1) Etnyre 10' Hydrostatic Drive Chipspreader	\$ 247,055.00
One (1) 2000-Gallon Etnyre Centennial Distributor	\$ 142,547.00
One (1) Bomag BW11RH Rubber Tire Roller	\$ 62,837.00

**EXHIBIT B**  
**LEASE RATES**

<b><u>Description</u></b>	<b><u>Weekly</u></b>	<b><u>Monthly</u></b>
Etnyre 10' Hydrostatic Drive Chipspreader	\$2833.00	\$8500.00
2000-Gallon Etnyre Centennial Distributor	\$2833.00	\$8500.00
Bomag BW 11RH Rubber Tire Roller	\$1000.00	\$3000.00

Signature Page

Resolution No. 2024-07.09.r

A Resolution to Approve an Equipment Lease Agreement with the City of Lancaster,  
Ohio

(Fairfield County Engineer)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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



**A Resolution to Approve the Contract with Pavement Maintenance Systems, Inc for the 2024 Microsurfacing Project.**

**WHEREAS,** on 06/18/2024, this Board of Commissioners awarded the Bid for the 2024 Microsurfacing Project to Pavement Maintenance Systems, Inc for \$768,287.13, and

**WHEREAS,** since the Contract Materials are in order and this Contract Agreement has been approved by the Fairfield County Prosecutor, the County Engineer recommends that this Board of Commissioners sign this Resolution and the Contract Agreement with Pavement Maintenance Systems, Inc.

---

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

---

**SECTION 1:** that this Board of Commissioners approves the 2024 Microsurfacing Project Contract with Pavement Maintenance Systems, Inc. for \$768,287.13 by signing the Contract Agreement and this Resolution for this project to proceed.

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

Prepared by: Randy Carter  
cc: Engineering Department

## CONTRACT

This Contract, made this \_\_\_\_\_ day of \_\_\_\_\_, 2024, between the Fairfield County Commissioners, hereinafter called the Owner, and Pavement Maintenance Systems LLC and its successors, executors, administrators and assigns, hereinafter called the Contractor.

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

ARTICLE I: Scope of the Work - The Contractor shall perform within the time stipulated, the Contract as herein defined of which this agreement is a component part and everything required to be performed and shall provide and furnish any and all of the labor and materials together with all tools, equipment and all utility and transportation services necessary to perform the Contract and complete in a workmanlike manner all the work covered by the Contract in connection with the Owner's Project identified as the: 2024 Microsurfacing Project in strict conformity with the Proposal, Plans, and Specifications including any and all Addenda issued by the Owner with the other Contract Documents.

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

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

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

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

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

ARTICLE V: Failure to Complete on Time - If the Contractor fails to complete the work within the time allowed, not to commence prior to July 29, 2024 and must be completed not later than September 27, 2024, the Owner for each Calendar Day that any work shall remain uncompleted after the Contract completion date shall charge liquidated damages, from money due the Contractor, per the State of Ohio Department of Transportation Construction and Material Specifications Book specified in the General Specifications document included with this contract. The Owner may waive such portions of the liquidated damages as may accrue after the work is in condition for safe and convenient use by the Public.

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

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

ARTICLE VII: In consideration of the premises and in accordance with the provisions of Article 30 of the General Conditions, the Owner agrees to pay to the Contractor the appropriate sum of Seven Hundred Sixty Eight Thousand, Two Hundred Eighty Seven and 13/100 (\$768,287.13) upon completion of 2024 Microsurfacing Project after inspection and acceptance by the Owner.

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

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

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

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

**OWNER: FAIRFIELD COUNTY COMMISSIONERS**

**BY:**

\_\_\_\_\_  
**David L. Levacy**  
President

\_\_\_\_\_  
**Steven A. Davis**  
Commissioner

\_\_\_\_\_  
**Jeffrey A. Fix**  
Commissioner

**CONTRACTOR:**

Pavement Maintenance Systems, LLC.

**BY (signature):**

Stewart Schi

**BY (print name):**

Stewart Schi

**ADDRESS:**

384 Industrial Parkway

Imley City, ME 04844

**TELEPHONE:**

810-724-4767

**FAX:**

810-724-4524

**E-MAIL:**

STEWARTS@evergreenroadworks.com

## C E R T I F I C A T E S

The hereto attached Performance and Payment Bond being good and sufficient is accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

FAIRFIELD COUNTY BOARD OF COMMISSIONERS:

\_\_\_\_\_  
David L. Levacy  
President

\_\_\_\_\_  
Steven A. Davis  
Commissioner

\_\_\_\_\_  
Jeffrey A. Fix  
Commissioner

### CERTIFICATE OF COUNTY AUDITOR

I HEREBY CERTIFY that funds are available, or are in the process of collection from the Motor Vehicle Fund and/or ½-mill Levy Fund, in the amount of \$768,287.13. This figure has been lawfully appropriated, or authorized or directed for the 2024 Microsurfacing Project free from any obligation.

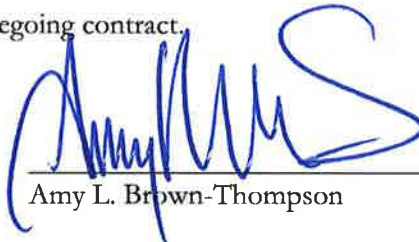


\_\_\_\_\_  
Carri L. Brown  
Fairfield County Auditor

Dated at Lancaster, Ohio: June 25, 2024.

### CERTIFICATE OF PROSECUTING ATTORNEY

I HEREBY APPROVE the form of the foregoing contract.



\_\_\_\_\_  
Amy L. Brown-Thompson

Assistant Prosecuting Attorney

Date: 6/26, 2024.

Resolution No. 2024-07.09.s

A Resolution to Approve the Contract with Pavement Maintenance Systems, Inc. for the 2024 Microsurfacing 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.

2024-07-09.t  
**A Resolution to Approve the Notice to Commence for the 2024  
Microsurfacing Project**

**WHEREAS,** by Resolution on 06/18/2024, this Board of Commissioners awarded a Contract to Pavement Maintenance Systems, Inc.; 384 Industrial Parkway, Imlay City, MI 48444, in the amount of \$768,287.13 for the 2024 Microsurfacing Project.

**WHEREAS,** Section 1311, Ohio Revised Code requires the Public Authority to prepare a Notice of Commencement prior to commencement of performance, and

**WHEREAS,** the County Engineer is requesting the attached Notice be signed by the President of the Board of Commissioners.

---

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

---

**SECTION 1:** that this Board of Commissioners resolves to, and does hereby, authorize its President to sign the required Notice of Commencement in the matter of the 2024 Microsurfacing Project.

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

Prepared by: Randy Carter  
cc: Engineering Department

## **A Resolution to Approve the Notice to Commence for the 2024 Microsurfacing Project**

**WHEREAS,** by Resolution on 06/18/2024, this Board of Commissioners awarded a Contract to Pavement Maintenance Systems, Inc.; 384 Industrial Parkway, Imlay City, MI 48444, in the amount of \$768,287.13 for the 2024 Microsurfacing Project.

**WHEREAS,** Section 1311, Ohio Revised Code requires the Public Authority to prepare a Notice of Commencement prior to commencement of performance, and

**WHEREAS,** the County Engineer is requesting the attached Notice be signed by the President of the Board of Commissioners.

---

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

---

**SECTION 1:** that this Board of Commissioners resolves to, and does hereby, authorize its President to sign the required Notice of Commencement in the matter of the 2024 Microsurfacing Project.

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

Prepared by: Randy Carter  
cc: Engineering Department



NOTICE OF COMMENCEMENT  
(Section 1311.04 and 1311.252, Ohio Revised Code)

STATE OF OHIO:

SS

COUNTY OF FAIRFIELD:

Now comes the Board of Commissioners of Fairfield County Ohio by Steven A. Davis, its President, who after being duly cautioned and sworn, states the following in connection with the 2024 Microsurfacing Project:

1. The Public Improvement under construction is the microsurfacing various roadways.
2. The name, address, and capacity of the Owner of the real property contracting for the improvement is the Board of Commissioners of Fairfield County Ohio; 210 East Main Street; Room 301; Lancaster, Ohio 43130-3879.
3. The name and address of the fee owner of said real property is the Board of Commissioners of Fairfield County Ohio; 210 East Main Street; Room 301; Lancaster, Ohio 43130-3879.
4. The name, address, and trade of the principal Contractor is: Pavement Maintenance Systems, Inc.; 384 Industrial Parkway, Imlay City, MI 48444, whose principal trade is that of road contractor.

5. The fee owner of said property has no designee.
6. The date the public authority first executed a contract with the principal Contractor for the public improvement was 06/18/2024.
7. There are currently no lending institutions providing financing for this improvement.
8. The name and address of the surety on the bond guaranteeing payment of the original Contractor's obligations under the contract for this improvement is Continental Casualty Company, 151 N Franklin St, Chicago, IL 60606.
9. To Lien Claimants and Subsequent Purchasers: Take notice that labor or work is about to begin on, or materials are about to be furnished for, an improvement to the real estate described in this instrument. A person having a mechanics' lien may preserve the lien by proving a Notice of Furnishing to the above-named designee and his original Contractor, if any, by timely recording an affidavit pursuant to Section 1311.06 of the Ohio Revised Code. A copy of this notice may be obtained upon making a written request by certified mail to the above-named owner, part owner, lessee, designee, or the person with whom you have contracted.
10. The name and address of the person preparing this notice is Amy Brown-Thompson, Assistant Prosecuting Attorney for Fairfield County Ohio; 239 W. Main Street; Suite 101; Lancaster, Ohio 43130.

11. The foregoing information is true and accurate to the best of my knowledge and belief.

12. Further affiant sayeth naught.

David L. Levacy  
The Board of Commissioners of  
Fairfield County Ohio, Affiant

Be it remembered, that on this \_\_\_\_\_ day of \_\_\_\_\_, 2024, before me, the subscriber, a notary public, in and for said state, personally came David L Levacy, President of the Board of Commissioners of Fairfield County Ohio, affiant in the foregoing Affidavit, who acknowledged that signing thereof to be his individual voluntary act and deed and the voluntary act and deed of the Board of Commissioners of Fairfield County Ohio.

In testimony thereof, I have hereunto subscribed my name and affixed my seal on this day and year aforesaid.

Notary Public – State of Ohio

Resolution No. 2024-07.09.t

A Resolution to Approve the Notice to Commence for the 2024 Microsurfacing Project

(Fairfield County Engineer)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

**A Resolution to Approve the Contract with Aero-Mark Company, LLC for the 2024 Pavement Markings Project.**

**WHEREAS,** on June 18, 2024, this Board of Commissioners awarded the Bid for the 2024 Pavement Markings Project to Aero-Mark Company, LLC for \$75,914.11, and

**WHEREAS,** since the Contract Materials are in order and this Contract Agreement has been approved by the Fairfield County Prosecutor, the County Engineer recommends that this Board of Commissioners sign this Resolution and the Contract Agreement with Aero-Mark Company, LLC.

---

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

---

**SECTION 1:** that this Board of Commissioners approves the 2024 Pavement Markings Project Contract with Aero-Mark Company, LLC for \$75,914.11 by signing the Contract Agreement and this Resolution for this project to proceed.

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

Prepared by: Randy Carter  
cc: Engineering Department

## CONTRACT

This Contract, made this \_\_\_\_\_ day of \_\_\_\_\_, 2024, between the Fairfield County Commissioners, hereinafter called the Owner, and The Aero-Mark Company, LLC. and its successors, executors, administrators and assigns, hereinafter called the Contractor.

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

ARTICLE I: Scope of the Work - The Contractor shall perform within the time stipulated, the Contract as herein defined of which this agreement is a component part and everything required to be performed and shall provide and furnish any and all of the labor and materials together with all tools, equipment and all utility and transportation services necessary to perform the Contract and complete in a workmanlike manner all the work covered by the Contract in connection with the Owner's Project identified as: 2024 Pavement Markings in strict conformity with the Proposal, Plans, and Specifications including any and all Addenda issued by the Owner with the other Contract Documents.

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

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

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

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

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

ARTICLE V: Failure to Complete on Time - If the Contractor fails to complete the work must be completed not later than September 27, 2024, the Owner for each Calendar Day that any work shall remain uncompleted after the Contract completion date shall charge liquidated damages, from money due the Contractor, per the State of Ohio Department of Transportation Construction and Material Specifications Book specified in the General Specifications document included with this contract. The Owner may waive such portions of the liquidated damages as may accrue after the work is in condition for safe and convenient use by the Public.

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

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

ARTICLE VII: In consideration of the premises and in accordance with the provisions of Article 30 of the General Conditions, the Owner agrees to pay to the Contractor the appropriate sum of Seventy Five Thousand Nine Hundred Fourteen and 11/100 (\$75,914.11) upon completion of 2024 Pavement Markings after inspection and acceptance by the Owner.

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

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

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

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

**OWNER: FAIRFIELD COUNTY COMMISSIONERS**

**BY:**

\_\_\_\_\_  
**David L. Levacy**  
**President**

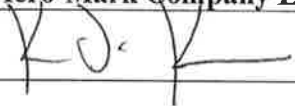
\_\_\_\_\_  
**Jeffrey M. Fix**  
**Commissioner**

\_\_\_\_\_  
**Steven A. Davis**  
**Commissioner**

**CONTRACTOR:**

\_\_\_\_\_  
**The Aero-Mark Company LLC**

**BY (signature):**

\_\_\_\_\_  


**BY (print name):**

\_\_\_\_\_  
**Kevin J. Krenn, vice president**

**ADDRESS:**

\_\_\_\_\_  
**500 Lena Drive**  
**Aurora, OH 44202**

**TELEPHONE:**

\_\_\_\_\_  
**330-995-0100**

**FAX:**

\_\_\_\_\_  
**330-995-0101**

**E-MAIL:**

\_\_\_\_\_  
**support@aeromarkcompany.com**



## C E R T I F I C A T E S

The hereto attached Performance and Payment Bond being good and sufficient is accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

FAIRFIELD COUNTY BOARD OF COMMISSIONERS:

\_\_\_\_\_  
David L. Levacy  
President

\_\_\_\_\_  
Steven A. Davis  
Commissioner

\_\_\_\_\_  
Jeffrey M. Fix  
Commissioner

### CERTIFICATE OF COUNTY AUDITOR

I HEREBY CERTIFY that funds are available, or are in the process of collection from the Motor Vehicle Fund and/or 1/2-mill Levy Fund, in the amount of \$75,914.11. This figure has been lawfully appropriated, or authorized or directed for the 2024 Pavement Markings Project free from any obligation.

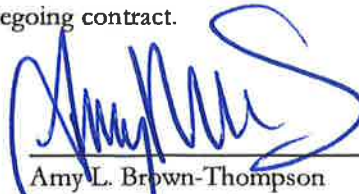


\_\_\_\_\_  
Carri L. Brown  
Fairfield County Auditor

Dated at Lancaster, Ohio: June 28, 2024

### CERTIFICATE OF PROSECUTING ATTORNEY

I HEREBY APPROVE the form of the foregoing contract.



\_\_\_\_\_  
Amy L. Brown-Thompson  
Assistant Prosecuting Attorney

Date: 6/27/24

Signature Page

Resolution No. 2024-07.09.u

A Resolution to Approve the Contract with Aero-Mark Company, LLC for the 2024  
Pavement Markings Project

(Fairfield County Engineer)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

## **A Resolution to Approve the Notice to Commence for the 2024 Pavement Markings Project**

CONTRACT: 2024 Pavement Markings Project

**WHEREAS**, by Resolution on July 9, 2024, this Board of Commissioners awarded a Contract to Aero-Mark Company, LLC.; 500 Lena Dr; Aurora, Ohio 44202, in the amount of \$75,914.11 for the 2024 Pavement Markings Project.

**WHEREAS**, Section 1311, Ohio Revised Code requires the Public Authority to prepare a Notice of Commencement prior to commencement of performance, and

**WHEREAS**, the County Engineer is requesting the attached Notice be signed by the President of the Board of Commissioners.

---

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

---

**SECTION 1:** that this Board of Commissioners resolves to, and does hereby, authorize its President to sign the required Notice of Commencement in the matter of the 2024 Pavement Markings Project.

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

Prepared by: Randy Carter  
cc: Engineering Department

NOTICE OF COMMENCEMENT  
(Section 1311.04 and 1311.252, Ohio Revised Code)

STATE OF OHIO:

SS

COUNTY OF FAIRFIELD:

Now comes the Board of Commissioners of Fairfield County Ohio by David L Levacy, its President, who after being duly cautioned and sworn, states the following in connection with the 2024 Pavement Markings Project:

1. The Public Improvement under construction is the constructing of pavement markings on various county roadways.
2. The name, address, and capacity of the Owner of the real property contracting for the improvement is the Board of Commissioners of Fairfield County Ohio; 210 East Main Street; Room 301; Lancaster, Ohio 43130-3879.
3. The name and address of the fee owner of said real property is the Board of Commissioners of Fairfield County Ohio; 210 East Main Street; Room 301; Lancaster, Ohio 43130-3879.
4. The name, address, and trade of the principal Contractor is: Aero-Mark Company, LLC.; 500 Lena Dr; Aurora, Ohio 44202, whose principal trade is that of road contractor.

5. The fee owner of said property has no designee.
6. The date the public authority first executed a contract with the principal Contractor for the public improvement was July 9, 2024.
7. There are currently no lending institutions providing financing for this improvement.
8. The name and address of the surety on the bond guaranteeing payment of the original Contractor's obligations under the contract for this improvement is Swiss Re Corporate Solutions America Insurance Corp, 1200 Main St, Suite 800, Kansas City< Mo 64105
9. To Lien Claimants and Subsequent Purchasers: Take notice that labor or work is about to begin on, or materials are about to be furnished for, an improvement to the real estate described in this instrument. A person having a mechanics' lien may preserve the lien by proving a Notice of Furnishing to the above-named designee and his original Contractor, if any, by timely recording an affidavit pursuant to Section 1311.06 of the Ohio Revised Code. A copy of this notice may be obtained upon making a written request by certified mail to the above-named owner, part owner, lessee, designee, or the person with whom you have contracted.
10. The name and address of the person preparing this notice is Amy Brown-Thompson, Assistant Prosecuting Attorney for Fairfield County Ohio; 239 W. Main Street; Suite 101; Lancaster, Ohio 43130.

11. The foregoing information is true and accurate to the best of my knowledge and belief.

12. Further affiant sayeth naught.

David L Levacy  
The Board of Commissioners of  
Fairfield County Ohio, Affiant

Be it remembered, that on this \_\_\_\_\_ day of \_\_\_\_\_, 2024, before me, the subscriber, a notary public, in and for said state, personally came David L Levacy, President of the Board of Commissioners of Fairfield County Ohio, affiant in the foregoing Affidavit, who acknowledged that signing thereof to be his individual voluntary act and deed and the voluntary act and deed of the Board of Commissioners of Fairfield County Ohio.

In testimony thereof, I have hereunto subscribed my name and affixed my seal on this day and year aforesaid.

Notary Public – State of Ohio

## **A Resolution to Approve the Notice to Commence for the 2024 Pavement Markings Project**

CONTRACT: 2024 Pavement Markings Project

**WHEREAS**, by Resolution on July 9, 2024, this Board of Commissioners awarded a Contract to Aero-Mark Company, LLC.; 500 Lena Dr; Aurora, Ohio 44202, in the amount of \$75,914.11 for the 2024 Pavement Markings Project.

**WHEREAS**, Section 1311, Ohio Revised Code requires the Public Authority to prepare a Notice of Commencement prior to commencement of performance, and

**WHEREAS**, the County Engineer is requesting the attached Notice be signed by the President of the Board of Commissioners.

---

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

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**SECTION 1:** that this Board of Commissioners resolves to, and does hereby, authorize its President to sign the required Notice of Commencement in the matter of the 2024 Pavement Markings Project.

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

Prepared by: Randy Carter  
cc: Engineering Department

NOTICE OF COMMENCEMENT  
(Section 1311.04 and 1311.252, Ohio Revised Code)

STATE OF OHIO:

SS

COUNTY OF FAIRFIELD:

Now comes the Board of Commissioners of Fairfield County Ohio by David L Levacy, its President, who after being duly cautioned and sworn, states the following in connection with the 2024 Pavement Markings Project:

1. The Public Improvement under construction is the constructing of pavement markings on various county roadways.
2. The name, address, and capacity of the Owner of the real property contracting for the improvement is the Board of Commissioners of Fairfield County Ohio; 210 East Main Street; Room 301; Lancaster, Ohio 43130-3879.
3. The name and address of the fee owner of said real property is the Board of Commissioners of Fairfield County Ohio; 210 East Main Street; Room 301; Lancaster, Ohio 43130-3879.
4. The name, address, and trade of the principal Contractor is: Aero-Mark Company, LLC.; 500 Lena Dr; Aurora, Ohio 44202, whose principal trade is that of road contractor.



5. The fee owner of said property has no designee.
6. The date the public authority first executed a contract with the principal Contractor for the public improvement was July 9, 2024.
7. There are currently no lending institutions providing financing for this improvement.
8. The name and address of the surety on the bond guaranteeing payment of the original Contractor's obligations under the contract for this improvement is Swiss Re Corporate Solutions America Insurance Corp, 1200 Main St, Suite 800, Kansas City< Mo 64105
9. To Lien Claimants and Subsequent Purchasers: Take notice that labor or work is about to begin on, or materials are about to be furnished for, an improvement to the real estate described in this instrument. A person having a mechanics' lien may preserve the lien by proving a Notice of Furnishing to the above-named designee and his original Contractor, if any, by timely recording an affidavit pursuant to Section 1311.06 of the Ohio Revised Code. A copy of this notice may be obtained upon making a written request by certified mail to the above-named owner, part owner, lessee, designee, or the person with whom you have contracted.
10. The name and address of the person preparing this notice is Amy Brown-Thompson, Assistant Prosecuting Attorney for Fairfield County Ohio; 239 W. Main Street; Suite 101; Lancaster, Ohio 43130.

11. The foregoing information is true and accurate to the best of my knowledge and belief.

12. Further affiant sayeth naught.

David L Levacy  
The Board of Commissioners of  
Fairfield County Ohio, Affiant

Be it remembered, that on this \_\_\_\_\_ day of \_\_\_\_\_, 2024, before me, the subscriber, a notary public, in and for said state, personally came David L Levacy, President of the Board of Commissioners of Fairfield County Ohio, affiant in the foregoing Affidavit, who acknowledged that signing thereof to be his individual voluntary act and deed and the voluntary act and deed of the Board of Commissioners of Fairfield County Ohio.

In testimony thereof, I have hereunto subscribed my name and affixed my seal on this day and year aforesaid.

Notary Public – State of Ohio

Resolution No. 2024-07.09.v

A Resolution to Approve the Notice to Commence for the 2024 Pavement Markings Project

(Fairfield County Engineer)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

**A Resolution to Approve Advertising for the Fairfield County Engineer Salt Barn Concrete Pavement Project.**

**WHEREAS,** the County Engineer is requesting approval to advertise for bids for the Fairfield County Engineer Salt Barn Concrete Pavement Project.

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

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**SECTION 1:** that this Board of County Commissioners does hereby grant approval for the County Engineer to advertise for the Fairfield County Engineer Salt Barn Concrete Pavement Project.

**SECTION 2:** that the Clerk of this Board return the signed copy of this Resolution to the County Engineer for further action.

Prepared by: Randy Carter  
cc: Engineering Office

Signature Page

Resolution No. 2024-07.09.w

A Resolution to Approve Advertising for the Fairfield County Engineer Salt Barn  
Concrete Pavement 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 appropriate from unappropriated in a major expenditure object category County Engineer 2024-Motor Vehicle for vacation, sick, and personal time payout**

**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.

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

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

\$3,800.00	16202404-Personal Services
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**For Auditor's Office Use Only:**

16202404-514010	\$3600.00
16202404-514020	\$150.00
16202404-514030	\$50.00

Prepared by: Julie Huggins  
cc: Engineer

Signature Page

Resolution No. 2024-07.09.x

A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category, Fund #2024-Motor Vehicle for Vacation, Sick, and Personal Time Payout

(Fairfield County Engineer)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

**A Resolution to Approve an LPA Federal Project Agreement with ODOT for Coonpath Road/Election House Road Intersection Safety Improvement Project.**

**WHEREAS**, an estimated \$1,935,920.00 in federal funding has been allocated for the Coonpath Road/Election House Road Intersection Safety Improvement Project (PID 115805) through the Ohio Department of Transportation, and

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

---

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

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**SECTION 1:** that this Board of Commissioners resolves to instruct the President of this Board of Commissioners to sign the LPA Federal Project Agreement for the Coonpath Road/Election House Road Intersection Safety Improvement Project, (PID 115805).

**SECTION 2:** that this Board of Commissioners further states that the County Engineer is hereby empowered on behalf of the County to enter into agreements/contracts to complete the Coonpath Road/Election House Road Intersection Safety Improvement Project (PID 115805).

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

Prepared by: Cheryl Downour  
cc: Engineering Office



**SAM Unique Entity ID:** \_\_\_\_\_

**CFDA 20.205**

## **LPA FEDERAL LOCAL-LET PROJECT AGREEMENT**

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

### **1. PURPOSE**

- 1.1 The National Transportation Act has made available certain Federal funding for use by local public agencies. The Federal Highway Administration (hereinafter referred to as FHWA) designated ODOT as the agency in Ohio to administer FHWA's Federal funding programs.
- 1.2 Section 5501.03 (D) of the **Ohio Revised Code** (hereinafter referred to as ORC) provides that ODOT may coordinate its activities and enter into contracts with other appropriate public authorities to administer the design, qualification of bidders, competitive bid letting, construction, inspection, and acceptance of any projects administered by ODOT, provided the administration of such projects is performed in accordance with all applicable Federal and State laws and regulations with oversight by ODOT.
- 1.3 The CEAO County Surface Transportation Program project to convert the intersection of CR 31 (Coonpath Road) and CR 40 (Election House Road) from an all-way stop controlled intersection to a roundabout including lighting (hereinafter referred to as the PROJECT) is a transportation activity eligible to receive Federal funding, and which is further defined in the PROJECT scope.
- 1.4 The purpose of this Agreement is to set forth requirements associated with the Federal funds available for the PROJECT and to establish the responsibilities for the local administration of the PROJECT.

### **2. LEGAL REFERENCES AND COMPLIANCE**

- 2.1 This Agreement is authorized and/or governed by the following statutes and/or policies, which are incorporated, by reference, in their entirety:
  - a. National Transportation Act, Title 23, U.S.C.; 23 CFR 635.105;
  - b. Federal Funding Accountability and Transparency Act of 2006 (FFATA);
  - c. 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
  - d. ODOT Locally Administered Transportation Projects, Manual of Procedures; and
  - e. State of Ohio Department of Transportation Construction and Material Specifications Manual (applicable to dates of PROJECT).
- 2.2 The LPA shall comply with all applicable Federal and State laws, regulations, executive orders, and applicable ODOT manuals and guidelines. This obligation is in addition to compliance with any law, regulation, or executive order specifically referenced in this Agreement.
- 2.3 The LPA shall have on file a completed and approved Local-let Participation Requirement Review Form before the first required submission of the Project's Stage Plan Set. Failure to comply will result in the delay of the Federal Authorization, for Construction, until the Form has been completed

and approved. Failure to submit a completed Form will result in the Project reverting to ODOT-let and the LPA will be prohibited from participating in the Local-let Program, until the Form is completed and approved by the Department.

### 3. FUNDING

- 3.1 The total cost for the PROJECT is estimated to be \$2,109,000.00 at set forth in Attachment 1. ODOT shall provide to the LPA eighty percent (80%) of the eligible costs, up to a maximum of \$1,935,920.00 in Federal funds. This maximum amount reflects the funding limit for the PROJECT set by the applicable Program Manager. Unless otherwise provided, funds through ODOT shall be applied only to the eligible costs associated with the actual construction of the transportation project improvements and construction engineering/inspection activities.
- 3.2 The LPA shall provide all other financial resources necessary to fully complete the PROJECT, including all 100 percent Locally-funded work, cost overruns and contractor claims.

### 4. PROJECT DEVELOPMENT AND DESIGN

- 4.1 The LPA and ODOT agree that the LPA is qualified to administer this PROJECT and is in full compliance with all LPA participation requirements.
- 4.2 The LPA and ODOT agree that the LPA has received funding approval for the PROJECT from the applicable ODOT Program Manager having responsibility for monitoring such projects using the Federal funds involved.
- 4.3 The LPA shall design and construct the PROJECT in accordance with a recognized set of written design standards. The LPA shall make use of ODOT's Location and Design Manual (L&D), or the appropriate AASHTO publication. Even though the LPA may use its own standards, ODOT may require the LPA to use a design based on the L&D Manual for projects that contain a high crash rate or areas of crash concentrations. Where the LPA has adopted ODOT standards for the PROJECT, the LPA shall be responsible for ensuring that any ODOT standards used for the PROJECT are current and/or updated. The LPA shall be responsible for periodically contacting the ODOT District LPA Coordinator or through the following Internet website for any changes or updates: [ODOT's Office of Local Programs](#)
- 4.4 The LPA shall either designate an LPA employee, who is a registered professional engineer, to act as the Project Design Engineer and serve as the LPA's principal representative for attending to project responsibilities or engage the services of a pre-qualified ODOT consultant, who has been chosen using a Qualification-Based Selection (QBS) process, as required pursuant to ORC Sections 153.65 through 153.71. The pre-qualified list is available on the ODOT website at: [www.dot.state.oh.us/DIVISIONS/Engineering/CONSULTANT](http://www.dot.state.oh.us/DIVISIONS/Engineering/CONSULTANT)
- 4.5 If Federal funds are used for a phase of project development and the LPA executes an agreement with a consultant prior to the receipt of the "Authorization" notification from ODOT, ODOT may terminate this Agreement and cease all Federal funding commitments.
- 4.6 ODOT reserves the right to move this PROJECT into a future sale year if the LPA does not adhere to the established PROJECT schedule, regardless of any funding commitments.

### 5. ENVIRONMENTAL RESPONSIBILITIES

- 5.1 In the administration of this PROJECT, the LPA shall be responsible for conducting any required public involvement events, for preparing all required documents, reports and other supporting materials needed for addressing applicable environmental assessment, for clearance responsibilities for the PROJECT pursuant to the National Environmental Policy Act and related

regulations, including the requirements of the National Historic Preservation Act; and for securing all necessary permits.

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

## 6. RIGHT OF WAY/ UTILITIES/ RAILROAD COORDINATION

- 6.1 All right-of-way acquisition activities shall be performed by the LPA in accordance with the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (Public Law 91-646) as amended by 49 CFR Part 24 (hereinafter referred to as Uniform Act), any related Federal regulations issued by the FHWA, and State rules, policies and guidelines issued by ODOT.
- 6.2 If existing and newly-acquired right of way is required for this PROJECT, the LPA shall certify that the all right of way has been acquired in conformity with Federal and State laws, regulations, policies, and guidelines. Per ODOT's Office of Real Estate, any LPA staff who perform real estate functions shall be prequalified. If the LPA does not have the qualified staff to perform any or all of the respective right of way functions, the LPA shall hire an ODOT Pre-qualified Consultant through a QBS process. The LPA shall not hire the same consultant to perform both the appraisal and appraisal review functions. Appraisal review shall be performed by an independent staff or fee reviewer and shall be hired directly by the LPA. Likewise, a consultant hired to perform right of way acquisition work is not permitted to perform both the relocation and relocation review functions. Relocation review shall be performed by an independent staff or fee reviewer.
- 6.3 If the LPA hires a pre-qualified consultant, the LPA shall be responsible for monitoring the consultant's activities and ensuring that the consultant is following all Federal and State laws, regulations, policies, and guidelines.
- 6.4 All relocation assistance activities shall be performed by the LPA in conformity with Federal and State laws, including the Uniform Act, and any related Federal regulations issued by the FHWA, and State rules, policies and guidelines issued by ODOT. The LPA shall not hire a consultant to perform both the relocation and relocation review functions nor shall the LPA hire a sub-consultant

for relocation and another sub-consultant for relocation review. Relocation review shall be performed by an independent staff person or independent fee reviewer and shall be hired directly by the LPA.

- 6.5 The LPA shall provide the ODOT District Office with its certification that all right of way property rights necessary for the PROJECT are under the LPA's control, that all right of way has been cleared of encroachments, and that utility facilities have been appropriately relocated or accounted for so as not to interfere with project construction activities. ODOT shall make use of the LPA's Right of Way Certification, as well as evaluate the LPA's and/or consultant's performance of the project real estate activities under Titles II and III of the Uniform Act, and, as appropriate, certify compliance to the FHWA. The LPA shall be liable to repay to ODOT all of the Federal funds disbursed to it under this Agreement if the certification of the LPA is found to be in error or otherwise invalid.
- 6.6 In the administration of this PROJECT, the LPA agrees to follow all procedures described in the ODOT Utilities Manual and 23 CFR Part 645. When applicable, the LPA shall enter into a utility relocation agreement with each utility prior to the letting of construction. No reimbursable construction costs shall be incurred by the LPA prior to the receipt of the "Authorization to Advertise" notification from ODOT. If such costs are incurred, ODOT may terminate this Agreement and cease all Federal funding commitments.
- 6.7 The LPA shall submit all subsequent modifications to the design of the PROJECT and/or any disposal of property rights acquired as part of the PROJECT to ODOT and FHWA for approval.
- 6.8 The LPA shall be responsible for any necessary railroad coordination and agreements. The LPA shall comply with the provisions of Title 23 of the Code of Federal Regulations and applicable chapters of the ORC regarding all activities relating to Railroad-Highway projects.
- 6.9 Consistent with Sections 10.1 and 10.4 of this Agreement, the LPA shall assure that, if any property acquired for this PROJECT is subsequently sold for less than fair market value, all Title VI requirements are included in the instrument which transfers the property. Consistent with sections 10.1 and 10.4 of this Agreement, the LPA shall assure that if the LPA grants a permit or license for the property acquired for this PROJECT that the license or permit require the licensee or permit holder to adhere to all Title VI requirements.

## 7. ADVERTISING, SALE AND AWARD

- 7.1 The LPA **shall not** advertise for bids prior to the receipt of the "Authorization to Advertise" notification from ODOT. Should advertising or work commence prior to the receipt of the "Authorization to Advertise" notification, ODOT shall immediately terminate this Agreement and cease all Federal funding commitments.
- 7.2 Any use of sole source or proprietary bid items must be approved by the applicable ODOT district. All sole source or proprietary bid items should be brought to the attention of the LPA Coordinator as soon as possible so as not to cause a delay in the plan package submission process. Bid items for traffic signal and highway lighting projects must be in conformance with ODOT's Traffic Engineering Manual.
- 7.3 Once the LPA receives Federal authorization to advertise, the LPA may begin advertising activities. Whenever local advertisement requirements differ from Federal advertisement requirements, the Federal requirements shall prevail. The period between the first legal advertising date and the bid opening date shall be a minimum of twenty-one (21) calendar days. The LPA shall submit to ODOT any addendum to be issued during the advertisement period that changes estimates or materials. ODOT shall review and approve such addendum for project eligibility. All addenda shall be distributed to all potential bidders prior to opening bids and selling the contracts.

- 7.4 The LPA must incorporate ODOT's LPA Bid Template in its bid documents. The template includes Form FHWA-1273, Required Contract Provisions, a set of contract provisions and proposal notices that are required by regulations promulgated by the FHWA and other Federal agencies, which must be included in all contracts as well as appropriate subcontracts and purchase orders.
- 7.5 The LPA shall require the contractor to be enrolled in, and maintain good standing in, the Ohio Bureau of Workers' Compensation Drug-Free Safety Program (DFSP), or a similar program approved by the Bureau of Workers' Compensation, and the LPA must require the same of any of its subcontractors.
- 7.6 Only pre-qualified contractors are eligible to submit bids for this PROJECT. Pre-qualification status must be in effect/current **at the time of award**. For work types that ODOT does not pre-qualify, the LPA must still select a qualified contractor. Subcontractors are not subject to the pre-qualification requirement. In accordance with FHWA Form 1273 Section VII and 23 CFR 635.116, the "prime" contractor must perform no less than 30 percent of the total original contract price. The 30-percent prime requirement does not apply to design-build contracts.
- 7.7 In accordance with ORC Section 153.54, et. seq., the LPA shall require that the selected contractor provide a performance and payment bond in an amount equal to at least 100 percent of its contract price as security for the faithful performance of its contract. ODOT shall be named an obligee on any bond. If the LPA has 100 percent locally-funded work product within this Agreement, the LPA must allocate the correct percent of the performance and payment bond cost to the 100 percent locally-funded work product.
- 7.8 Before awarding a contract to the selected contractor, the LPA shall verify that the contractor is not subject to a finding for recovery under ORC Section 9.24, that the contractor has taken the appropriate remedial steps required under ORC Section 9.24, or that the contractor otherwise qualifies under the exceptions to this section. Findings for recovery can be viewed on the Auditor of State's website at <https://ohioauditor.gov/findings.html> . If the LPA fails to so verify, ODOT may immediately terminate this Agreement and release all Federal funding commitments.
- 7.9 Before awarding a contract to the selected contractor, the LPA shall verify that the contractor is an active registrant on the Federal System for Award Management (SAM). Pursuant to 48 CFR 9.404, contractors that have an active exclusion on SAM are excluded from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits. If the LPA fails to so verify, ODOT may immediately terminate this Agreement and release all federal funding commitments.
- 7.10 The LPA is prohibited from imposing any geographical hiring preference on any bidder in the LPA's bid documents or on any successful contractor in the LPA's award or contract for the construction of the PROJECT.
- 7.11 After analyzing all bids for completeness, accuracy, and responsiveness, per ORC 153.12, the LPA shall approve the award of the contract in accordance with laws and policies governing the LPA within 60 days after bid opening. Within 45 days of that approval, the LPA shall submit to ODOT notification of the project award by submitting a bid tabulation, a copy of the ordinance or resolution, and direct payment information as required in Attachment 2 of this Agreement, if applicable.
8. CONSTRUCTION CONTRACT ADMINISTRATION
- 8.1 The LPA shall provide and maintain competent and adequate project management covering the supervision and inspection of the development and construction of the PROJECT. The LPA shall bear the responsibility of ensuring that construction conforms to the approved plans, surveys, profiles, cross sections and material specifications. If a consultant is used for engineering and/or inspection activities, the LPA must use a QBS process as required pursuant to ORC Sections

153.65 through 153.71. Any construction contract administration or engineering costs incurred by the LPA or their consultant prior to the construction contract award date will not be eligible for reimbursement under this Agreement.

- 8.2 The LPA must maintain a project daily diary that is up-to-date and contains the following information: all work performed, list of equipment utilized, project personnel and hours worked, pay quantities, daily weather conditions, special notes and instructions to the contractor, and any unusual events occurring on or adjacent to the PROJECT. Additionally, the LPA is responsible for documenting measurements, calculations, material quality, quantity, and basis for payment; change orders, claims, testing and results, traffic, inspections, plan changes, prevailing wage, EEO and DBE, if applicable. The LPA is responsible for ensuring all materials incorporated into the PROJECT comply with ODOT's Construction and Material Specifications and meet the requirements of Appendix J in the LATP Manual of Procedures.
- 8.3 The LPA shall certify both the quantity and quality of material used, the quality of the work performed, and the amount of construction engineering cost, when applicable, incurred by the LPA for the eligible work on the PROJECT, as well as at the completion of construction. The LPA shall certify that the construction is in accordance with the approved plans, surveys, profiles, cross sections and material specifications or approved amendments thereto.
- 8.4 The Federal-aid Highway Program operates on a reimbursement basis, which requires that costs actually be incurred and paid before a request is made for reimbursement. The LPA shall review and/or approve all invoices prior to payment and prior to requesting reimbursement from ODOT for work performed on the PROJECT. If the LPA requests reimbursement, it must provide documentation of payment for the project costs requested. The LPA shall ensure the accuracy of any invoice in both amount and in relation to the progress made on the PROJECT. The LPA must submit to ODOT a written request for either current payment or reimbursement of the Federal/State share of the expenses involved, attaching copies of all source documentation associated with pending invoices or paid costs. To assure prompt payment, the measurement of quantities and the recording for payment should be performed on a daily basis as the items of work are completed and accepted.
- 8.5 ODOT shall pay, or reimburse, the LPA or, at the request of the LPA and with concurrence of ODOT, pay directly to the LPA's construction contractor ("Contractor"), the eligible items of expense in accordance with the cost-sharing provisions of this Agreement. If the LPA requests to have the Contractor paid directly, Attachment 2 to this Agreement shall be completed and submitted with the project bid tabulations, and the Contractor shall be required to establish Electronic Funds Transfer with the State of Ohio. ODOT shall pay the Contractor or reimburse the LPA within thirty (30) days of receipt of the approved Contractor's invoice from the LPA.
- 8.6 The LPA shall notify ODOT of the filing of any mechanic's liens against the LPA's Contractor within three (3) business days of receipt of notice of lien. Failure to so notify ODOT or failure to process a mechanic's lien in accordance with the provisions of Chapter 1311 of the ORC may result in the termination of this Agreement. Upon the receipt of notice of a mechanic's lien, ODOT reserves the right to (1) withhold an amount of money equal to the amount of the lien that may be due and owing to either the LPA or the Contractor; (2) terminate direct payment to the affected Contractor; or (3) take both actions, until such time as the lien is resolved.
- 8.7 Payment or reimbursement to the LPA shall be submitted to:

Fairfield County Engineer
3026 West Fair Avenue
Lancaster, Ohio 43130

- 8.8 If, for any reason, the LPA contemplates suspending or terminating the contract of the Contractor, it shall first seek ODOT's written approval. Failure to timely notify ODOT of any contemplated suspension or termination, or failure to obtain written approval from ODOT prior to suspension or termination, may result in ODOT terminating this Agreement and ceasing all Federal funding commitments.
- 8.9 If ODOT approves any suspension or termination of the contract, ODOT reserves the right to amend its funding commitment in paragraph 3.1 and, if necessary, unilaterally modify any other term of this Agreement in order to preserve its Federal mandate. Upon request, the LPA agrees to assign all rights, title, and interests in its contract with the Contractor to ODOT to allow ODOT to direct additional or corrective work, recover damages due to errors or omissions, and to exercise all other contractual rights and remedies afforded by law or equity.
- 8.10 Any LPA right, claim, interest, and/or right of action, whether contingent or vested, arising out of, or related to any contract entered into by the LPA for the work to be performed by the Contractor on this PROJECT (the Claim), may be subrogated to ODOT, and ODOT shall have all of the LPA's rights in/to the Claim and against any other person(s) or entity(ies) against which such subrogation rights may be enforced. The LPA shall immediately notify ODOT in writing of any Claim. The LPA further authorizes ODOT to sue, compromise, or settle any such Claim. It is the intent of the parties that ODOT be fully substituted for the LPA and subrogated to all of the LPA's rights to recover under such Claim(s). The LPA agrees to cooperate with reasonable requests from ODOT for assistance in pursuing any action on the subrogated Claim including requests for information and/or documents and/or to testify.
- 8.11 After completion of the PROJECT, and in accordance with Title 23 United States Code 116 and applicable provisions of the ORC, the LPA shall maintain the PROJECT to design standards and provide adequate maintenance activities for the PROJECT, unless otherwise agreed to by ODOT. The PROJECT must remain under public ownership and authority for 20 years unless otherwise agreed to by ODOT. If the PROJECT is not being adequately maintained, ODOT shall notify the LPA of any deficiencies, and if the maintenance deficiencies are not corrected within a reasonable amount of time, ODOT may determine that the LPA is no longer eligible for future participation in any Federally-funded programs.
- 8.12 The LPA must provide the final invoices, and final report (Appendix P located in the Construction Chapter of the LPA Manual) along with all necessary closeout documentation within 6 months of the physical completion date of the PROJECT. All costs must be submitted within 6 months of the established completion date. Failure to submit final invoices along with the necessary closeout documentation within the 6-month period may result in closeout of the PROJECT and loss of eligibility of any remaining Federal and or State funds.
- 8.13 The LPA shall be responsible for verifying that a C92 GoFormz has been completed by the prime contractor for each subcontractor and material supplier working on the project, prior to starting work. This requirement will be routinely monitored by the District Construction Monitor to ensure compliance.

## 9. CERTIFICATION AND RECAPTURE OF FUNDS

- 9.1 This Agreement is subject to the determination by ODOT that sufficient funds have been appropriated by the Ohio General Assembly to the State for the purpose of this Agreement and to the certification of funds by the Office of Budget and Management, as required by ORC Section 126.07. If ODOT determines that sufficient funds have not been appropriated for the purpose of this Agreement or if the Office of Budget and Management fails to certify the availability of funds, this Agreement or any renewal thereof will terminate on the date funding expires.
- 9.2 Unless otherwise directed by ODOT, if for any reason the PROJECT is not completed in its entirety or to a degree acceptable to ODOT and FHWA, the LPA shall repay to ODOT an amount equal to



the total funds ODOT disbursed on behalf of the PROJECT. In turn, ODOT shall reimburse FHWA an amount equal to the total sum of Federal dollars it has received for the PROJECT. If the LPA has not repaid ODOT in full an amount equal to the total funds ODOT disbursed on behalf of the PROJECT, any funds recovered from the performance and payment bond as required under section 7.7 shall be used to offset the Federal dollars reimbursed to FHWA.

## 10. NONDISCRIMINATION

- 10.1 In carrying out this Agreement, the LPA shall not discriminate against any employee or applicant for employment because of race, religion, color, sex (including pregnancy, gender identity and sexual orientation), national origin, ancestry, age, disability as that term is defined in the American with Disabilities Act, military status (past, present, or future), or genetic information. The LPA shall ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex (including pregnancy, gender identity and sexual orientation), national origin, ancestry, age, disability, military status, or genetic information. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 10.2 The LPA agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, and in all solicitations or advertisements for employees placed by it, state that all qualified applicants shall receive consideration for employment without regard to race, religion, color, sex (including pregnancy, gender identity and sexual orientation), national origin, ancestry, age, disability, military status, or genetic information. The LPA shall incorporate this nondiscrimination requirement within all of its contracts for any of the work on the PROJECT (other than subcontracts for standard commercial supplies or raw materials) and shall require all of its contractors to incorporate such requirements in all subcontracts for any part of such project work.
- 10.3 The LPA shall ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, will have an equal opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided in conjunction with this Agreement. To meet this requirement, subcontractors who claim to be DBEs must be certified by ODOT. The LPA shall require that all contracts and other agreements it enters into for the performance of the PROJECT contain the following specific language:

Disadvantaged Business Enterprise (DBE) Requirement. DBE participation goals (subcontracts, materials, supplies) have been set on this PROJECT for those certified as DBEs pursuant to Title 23, U.S.C. section 140(c) and 49 CFR, Part 26, and where applicable qualified to bid with ODOT under Chapter 5525 of the **ORC**.

ODOT shall supply the percentage goal to the LPA upon review of the Engineer's Estimate. Prior to executing the contract with the contractor, and in order for ODOT to encumber the Federal/State funds, the contractor must demonstrate compliance with the DBE Utilization Plan and Good Faith Efforts requirements.

## **GOOD FAITH EFFORTS**

In the event that the DBE contract goal established by ODOT is not met on a project, the Contractor shall demonstrate that it made adequate good faith efforts to meet the goal, even though it did not succeed in obtaining enough DBE participation to do so.



The Contractor shall demonstrate its Good Faith Effort(s) (GFEs) by submitting information including but not limited to the following to the LPA:

- (1) All written quotes received from certified DBE firms;
- (2) All written (including email) communications between the Contractor and DBE firms;
- (3) All written solicitations to DBE firms, even if unsuccessful;
- (4) Copies of each non-DBE quote when a non-DBE was selected over a DBE for work on the contract;
- (5) Phone logs of communications with DBE firms.

The LPA will send the GFE documentation including their recommendation to ODOT at the following address:

Office of Small & Disadvantaged Business Enterprise  
The Ohio Department of Transportation  
1980 West Broad Street, Mail Stop 3270  
Columbus, Ohio 43223

ODOT shall utilize the guidance set forth in 49 CFR §26.53 Appendix A in determining whether the Contractor has made adequate good faith efforts to meet the goal. ODOT will review the GFE documentation and the LPA's recommendation and issue a written determination on whether adequate GFEs have been demonstrated by the Contractor.

The Contractor may request administrative reconsideration within two (2) days of being informed that it did not perform a GFE. The Contractor must make this request in writing to the following official:

Ohio Department of Transportation  
Division of Chief Legal Counsel  
1980 West Broad Street, Mail Stop 1500  
Columbus, Ohio 43223

The reconsideration official will not have played any role in the original determination that the Contractor did not document sufficient good faith effort.

As part of this reconsideration, the Contractor will have the opportunity to provide written documentation or an argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. ODOT will send the Contractor a written decision on reconsideration explaining the basis for finding that the Contractor did or did not meet the goal or make adequate good faith efforts. The result of the reconsideration process is not administratively appealable.

ODOT may issue sanctions if the Contractor fails to comply with the contract requirements and/or fails to demonstrate the necessary good faith effort. ODOT may impose any of the following sanctions:

- (a) letter of reprimand;
- (b) contract termination; and/or
- (c) other remedies available by law including administrative suspension.

Factors to be considered in issuing sanctions include, but are not limited to:

- (a) the magnitude and the type of offense;
- (b) the degree of the Consultant's culpability;
- (c) any steps taken to rectify the situation;

- (d) the Contractor's record of performance on other projects including, but not limited to:
  - (1) annual DBE participation over DBE goals;
  - (2) annual DBE participation on projects without goals;
  - (3) number of complaints ODOT has received from DBEs regarding the Contractor; and,
  - (4) the number of times the Contractor has been previously sanctioned by ODOT; and,
- (e) Whether the Contractor falsified, misrepresented, or withheld information.

10.4 During the performance of this contract, the LPA, for itself, its assignees and successors in interest agrees as follows:

- (a) **Compliance with Regulations:** The LPA will comply with the regulations relative to nondiscrimination in Federally-assisted programs of the United States Department of Transportation (hereinafter "U.S. DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.

In addition, the LPA will comply with the provisions of the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, FHWA Guidance, and any other Federal, State, and/or local laws, rules and/or regulations (hereinafter referred to as "ADA/504").

- (b) **Nondiscrimination:** The LPA, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex (including pregnancy, gender identification and sexual orientation), age, disability, low-income status or limited English proficiency in the selection and retention of contractors or subcontractors, including procurements of materials and leases of equipment. The LPA will not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations, as well as the ADA/504 regulations.
- (c) **Solicitations for Contractors or Subcontractors, including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the LPA for work to be performed under a contract or subcontract, including procurements of materials or leases of equipment, each potential contractor, subcontractor, or supplier will be notified by the LPA of the LPA's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex (including pregnancy, gender identification and sexual orientation), age, disability, low-income status or limited English proficiency.
- (d) **Information and Reports:** The LPA will provide all information and reports required by the Regulations or directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the STATE or FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the LPA is in the exclusive possession of another who fails or refuses to furnish this information, the LPA will so certify to the STATE or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
- (e) **Sanctions for Noncompliance:** In the event of the LPA's noncompliance with the nondiscrimination provisions of this contract, the STATE will impose such contract sanctions as it or FHWA may determine to be appropriate, including, but not limited to:
  - (1) withholding of payments to the LPA under the contract until the LPA complies, and/or
  - (2) cancellation, termination or suspension of the contract, in whole or in part.

- (f) **Incorporation of Provisions:** The LPA will include the provisions of paragraphs 10.4 (a) through (e) above in every contract or subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The LPA will take such action with respect to any contractor or subcontractor procurement as the STATE or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event the LPA becomes involved in, or is threatened with, litigation with a contractor, subcontractor, or supplier as a result of such direction, the LPA may request the STATE to enter into such litigation to protect the interests of the STATE, and, in addition, the LPA may request the United States to enter into such litigation to protect the interests of the United States.

## 11. DATA, PATENTS AND COPYRIGHTS - PUBLIC USE

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

## 12. TERMINATION; DEFAULT AND BREACH OF CONTRACT

- 12.1 Neglect or failure of the LPA to comply with any of the terms, conditions, or provisions of this Agreement, including misrepresentation of fact, may be an event of default, unless such failure or neglect are the result of natural disasters, strikes, lockouts, acts of public enemies, insurrections, riots, epidemics, civil disturbances, explosions, orders of any kind of governments of the United States or State of Ohio or any of their departments or political subdivisions, or any other cause not reasonably within the LPA's control. If a default has occurred, ODOT may terminate this Agreement with thirty (30) days written notice, except that if ODOT determines that the default can be remedied, then ODOT and the LPA shall proceed in accordance with sections 12.2 through 12.4 of this Agreement.
- 12.2 If notified by ODOT in writing that it is in violation of any of the terms, conditions, or provisions of this Agreement, and a default has occurred, the LPA shall have thirty (30) days from the date of such notification to remedy the default or, if the remedy will take in excess of thirty (30) days to complete, the LPA shall have thirty (30) days to satisfactorily commence a remedy of the causes preventing its compliance and curing the default situation. Expiration of the thirty (30) days and failure by the LPA to remedy, or to satisfactorily commence the remedy of, the default whether

payment of funds has been fully or partially made, shall result in ODOT, at its discretion, declining to make any further payments to the LPA, or in the termination of this Agreement by ODOT. If this Agreement is terminated, the LPA may be liable to repay to ODOT all of the Federal funds disbursed to it under this Agreement.

- 12.3 The LPA, upon receiving a notice of termination from ODOT for default, shall cease work on the terminated activities covered under this Agreement. If so requested by ODOT, the LPA shall assign to ODOT all its rights, title, and interest to any contracts it has with any consultants or contractors. Otherwise, the LPA shall terminate all contracts and other agreements it has entered into relating to such covered activities, take all necessary and appropriate steps to limit disbursements and minimize any remaining costs. At the request of ODOT, the LPA may be required to furnish a report describing the status of PROJECT activities as of the date of its receipt of notice of termination, including results accomplished and other matters as ODOT may require.
- 12.4 No remedy herein conferred upon or reserved by ODOT is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or option accruing to ODOT upon any default by the LPA shall impair any such right or option or shall be construed to be a waiver thereof, but any such right or option may be exercised from time to time and as often as may be deemed expedient by ODOT.
- 12.5 This Agreement and obligation of the parties herein may be terminated by either party with thirty days written notice to the other party. In the event of termination, the LPA shall cease work, terminate all subcontracts relating to such terminated activities, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish all data results, reports, and other materials describing all work under this contract, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as ODOT may require.
- 12.6 In the event of termination for convenience, the LPA shall be entitled to compensation, upon submission of a proper invoice, for the work performed prior to receipt of notice of termination, less any funds previously paid by or on behalf of ODOT. ODOT shall not be liable for any further claims, and the claims submitted by the LPA shall not exceed the total amount of consideration stated in this Agreement. In the event of termination, any payments made by ODOT in which services have not been rendered by the LPA shall be returned to ODOT.

### 13. THIRD PARTIES AND RESPONSIBILITIES FOR CLAIMS

- 13.1 Nothing in this Agreement shall be construed as conferring any legal rights, privileges, or immunities, or imposing any legal duties or obligations, on any person or persons other than the parties named in this Agreement, whether such rights, privileges, immunities, duties, or obligations be regarded as contractual, equitable, or beneficial in nature as to such other person or persons. Nothing in this Agreement shall be construed as creating any legal relations between the Director and any person performing services or supplying any equipment, materials, goods, or supplies for the PROJECT sufficient to impose upon the Director any of the obligations specified in section 126.30 of the ORC.
- 13.2 The LPA hereby agrees to accept responsibility for any and all damages or claims for which it is legally liable arising from the actionable negligence of its officers, employees or agents in the performance of the LPA's obligations made or agreed to herein.

### 14. NOTICE

- 14.1 Notice under this Agreement shall be directed as follows:

If to the LPA:

If to ODOT:

Jeremiah Upp P.E., P.S.	Andrea Stevenson
Fairfield County Engineer	ODOT, Office of Local Programs
3026 West Fair Avenue	1980 W. Broad St., Mail Stop 3180
Lancaster, Ohio 43130	Columbus, OH 43223

15. GENERAL PROVISIONS

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

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

☐

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

- (A) The LPA **does not** currently maintain an ODOT approved federally compliant time-tracking system<sup>1</sup>, **and**
- (B) The LPA **does not** intend to have a federally compliant time-tracking system developed, implemented, and approved by ODOT prior to the period of performance of this PROJECT, **and/or**
- (C) The LPA **does not** intend to pursue recovery of these project direct labor, fringe benefits, or overhead costs during the period of performance of this PROJECT Agreement.

☐

**2. Direct labor plus indirect costs calculated using the Federal 10% De Minimis Indirect Cost Rate.<sup>2</sup>**

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

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

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

X

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

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

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

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

For any allocable project labor costs to be eligible for reimbursement with Federal and/or State funds, the LPA must maintain compliance with all timekeeping requirements specified in 2 CFR Part 200 and the ODOT LPA Cost Recovery Guidance, including ODOT Questions and Answers and related supplementary guidance, as applicable. Additionally, if the LPA elects to recover fringe and/or indirect costs, the LPA shall maintain compliance with Appendix VII of 2 CFR Part 200 and the LATP Manual of Procedures.

15.2 If the LPA decides to change its indirect cost recovery option, the change shall not become effective until this Agreement is amended pursuant to section 15.12 below to reflect the indirect cost recovery option utilized by the LPA on the PROJECT.

15.3 *Financial Reporting and Audit Requirements:* One or more phases of this Agreement include a sub award of Federal funds to the LPA. Accordingly, the LPA must comply with the financial reporting and audit requirements of 2 CFR Part 200.

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

Federal and State funds expended to or on behalf of a sub recipient must be recorded in the accounting records of the LPA subrecipient. The LPA is responsible for tracking all project

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

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

payments throughout the life of the PROJECT in order to ensure an accurate Schedule of Expenditures of Federal Awards (SEFA) is prepared annually for all *Applicable Federal Funds*. *Applicable Federal Funds* are those that are identified with the various project phases of this Agreement as a subaward. *Applicable Federal Funds* include not only those LPA project expenditures that ODOT subsequently reimburses with Federal funds, but also those Federal funds project expenditures that are disbursed directly by ODOT upon the request of the LPA.

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

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

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

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

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

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

The State of Ohio does not acquire supplies or services that cannot be imported lawfully into the United States. The LPA certifies that it, its Contractors, subcontractors, and any agent of the Contractor or its subcontractors, acquire any supplies or services in accordance with all trade control laws, regulations or orders of the United States, including the prohibited source regulations set forth in subpart 25.7, Prohibited Sources, of the Federal Acquisition Regulation and any sanctions administered or enforced by the U.S. Department of Treasury's Office of Foreign

Assets Control. A list of those sanctions by country can be found at <https://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx>. These sanctions generally preclude acquiring any supplies or services that originate from sources within, or that were located in or transported from or through Cuba, Iran, Libya, North Korea, Syria, or the Crimea region of Ukraine.

- 15.8 *Lobbying:* Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, PL 104-65 (2 U.S.C. §1601, et seq.). LPA agrees that it will not use any funds for Lobbying, 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S. C. 1352. Each tier shall comply with Federal statutory provisions or the extent applicable prohibiting the use of Federal assistance funds for activities designed to influence congress to a State legislature on legislation or appropriations, except through proper official channels. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.
- 15.9 *Debarment.* LPA represents and warrants that it is not debarred from consideration for contract awards by the Director of the Department of Administrative Services, pursuant to either R.C. 153.02 or R.C. 125.25 or by the Federal Government pursuant to 2 CFR Part 1200 and 2 CFR Part 180.
- 15.10 *Governing Law:* This Agreement and any claims arising out of this Agreement shall be governed by the laws of the State of Ohio. Any provision of this Agreement prohibited by the laws of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this Agreement or the performance thereunder shall be brought only in the courts of Ohio, and the LPA hereby irrevocably consents to such jurisdiction. To the extent that ODOT is a party to any litigation arising out of or relating in any way to this Agreement or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.
- 15.11 *Assignment:* Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned by either party hereto without the prior express written consent of the other party.
- 15.12 *Merger and Modification:* This Agreement and its attachments constitute the entire Agreement between the parties. All prior discussions and understandings between the parties are superseded by this Agreement. Unless otherwise noted herein, this Agreement shall not be altered, modified, or amended except by a written agreement signed by both parties hereto.
- 15.13 *Severability:* If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity or the ability to enforce the remainder of this Agreement. All provisions of this Agreement shall be deemed severable.
- 15.14 *Signatures:* Any person executing this Agreement in a representative capacity hereby represents that he/she has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.
- 15.15 *Facsimile Signatures:* Any party hereto may deliver a copy of its counterpart signature page to this Agreement via fax or e-mail. Each party hereto shall be entitled to rely upon a facsimile or electronic signature on any other party delivered in such a manner as if such signature were an original.



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

<b>COMMISSIONER</b> <b>LPA: FAIRFIELD COUNTY <del>ENGINEER</del></b>	<b>STATE OF OHIO</b> <b>OHIO DEPARTMENT OF TRANSPORTATION</b>
By:	By:
Title:	Jack Marchbanks Director
Date:	Date:

Attachment 1

**PROJECT BUDGET – SOURCES AND USES OF FUNDS**

Uses/Sources	LPA Funds			FHWA Funds			State Funds			Total
	Amount	%	SAC	Amount	%	SAC	Amount	%	SAC	
Preliminary Development										
Final Design, Construction Plans & Specifications										
Acquisition of Right of Way & Utility Relocation										
Project Construction Costs	\$ 394,200.00	20%	LNTP	\$ 1,576,800.00	80%	4B77				\$ 1,971,000.00
Inspection	\$ 27,600.00	20%	LNTP	\$ 110,400.00	80%	4B77				\$ 138,000.00
Totals	\$ 421,800.00			\$ 1,687,200.00						\$ 2,109,000.00

## Attachment 2

COUNTY-ROUTE-SECTION

PID NUMBER

AGREEMENT NUMBER

DUNS NUMBER

### DIRECT PAYMENT OF CONTRACTOR

At the direction of the LPA and upon approval of ODOT, payments for work performed under the terms of the Agreement by the LPA's contractor shall be paid directly to the contractor in the pro-rata share of Federal/State participation. The invoice package shall be prepared by the LPA as previously defined in this Agreement, and shall indicate that the payment is to be made to the contractor. In addition, the invoice must state the contractor's name, mailing address and OAKS Vendor ID. Separate invoices shall be submitted for payments that are to be made to the contractor and those that are to be made to the LPA.

When ODOT uses Federal funds to make payment to the contractor, all such payments are considered to be expenditures of Federal funds received and also expended by the LPA (sub recipient). Accordingly, the LPA is responsible for tracking the receipts and payments and reporting the payments Federal (Receipts) Expenditures on the Schedule of Expenditures of Federal Awards (SEFA). An LPA that fails to report these funds accurately and timely may be required to restate the SEFA to comply with Federal reporting requirements.

We (INSERT NAME OF LPA) request that all payments for the Federal/State share of the construction costs of this Agreement performed by (CONTRACTOR'S NAME) be paid directly to (CONTRACTOR'S NAME).

VENDOR Name:	Error! Reference source not found.
Oaks Vendor ID:	0000000000
Mailing Address:	Error! Reference source not found.
	Error! Reference source not found.
LPA signature:	

LPA Name:	Error! Reference source not found.
Oaks Vendor ID:	0000000000
Mailing Address:	Error! Reference source not found.
	Error! Reference source not found.
ODOT Approval signature:	

## ROUTING FORM FOR CONTRACTS

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

- A. ☐ Goods and/or Services in excess of \$75,000.00—competitively selected via an Invitation to Bid, pursuant to R.C. 307.86-307.92
- B. ☐ Goods and/or Services in excess of \$75,000.00—competitively selected via a Request for Proposals, pursuant to R.C. 307.862
- C. ☐ 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 \$75,000
  2. ☐ State Term #: \_\_\_\_\_ (copy of State Term Contract must be attached)
  3. ☐ ODOT Term #: \_\_\_\_\_ (See R.C. 5513.01)
  4. ☐ Professional Services (See the list of exempted occupations/services under R.C. 307.86)
  5. ☐ Emergency (Follow procedure under ORC 307.86(A))
  6. ☐ Sole Source (attach documentation as to why contract is sole source)
  7. ☐ Other: \_\_\_\_\_ (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 \$75,000 (as applicable)
  4. ☐ Purchase Order is included with Agreement

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Name and Title

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

Prosecutor's Approval Page

Resolution No.

A Resolution to Approve an LPA Federal Project Agreement with ODOT for Coonpath Road/Election House Road Intersection Safety Improvement Project.

(Fairfield County Engineer)

Approved as to form on 7/3/2024 2:37:44 PM by Amy Brown-Thompson,

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

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

Signature Page

Resolution No. 2024-07.09.y

A Resolution to Approve an LPA Federal Project Agreement with ODOT for Coonpath Road/Election House Road Intersection Safety Improvement Project

(Fairfield County Engineer)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

**A Resolution to Approve Advertising for the Fairfield County Engineer Salt Barn Structure Project.**

**WHEREAS,** the County Engineer is requesting approval to advertise for bids for the Fairfield County Engineer Salt Barn Structure Project.

---

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

---

**SECTION 1:** that this Board of County Commissioners does hereby grant approval for the County Engineer to advertise for the Fairfield County Engineer Salt Barn Structure Project.

**SECTION 2:** that the Clerk of this Board return the signed copy of this Resolution to the County Engineer for further action.

Prepared by: Randy Carter  
cc: Engineering Office

Resolution No. 2024-07.09.z

A Resolution to Approve Advertising for the Fairfield County Engineer Salt Barn  
Structure 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 a Change Order for the FAI-CR7-1.94 Refugee Road Intersection Safety Improvements.**

**WHEREAS**, on September 5, 2023, this Board of Commissioners awarded the Contract Bid for the FAI-CR7-1.94 Refugee Road Intersection Safety Improvements to Complete General Construction Company for a Bid of \$3,581,083.88, and

**WHEREAS**, on May 7, 2024, this Board of Commissioners approved Resolution 2024-05.07.h along with Change Order Number One increasing the Contract price from \$3,581,083.88 to \$3,610,965.64.

**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 Two to reflect actual quantities used to date on this project, which will increase the Contract price from \$3,610,965.64 to \$3,682,395.42.

---

**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 Two, to increase the Contract price by \$71,429.78, making the revised cost of the FAI-CR7-1.94 Refugee Road Intersection Safety Improvements \$3,682,395.42.

**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.: 2

Change Order Date: 7-3-24

Contract For

**FAIRFIELD COUNTY ENGINEERS OFFICE  
FAI-CR7-1.94 REFUGEE ROAD INTERSECTION SAFETY IMPROVEMENTS**

Contractor:

Complete General Construction

You are hereby requested to comply with the following changes from the contract plans and specifications:

**Description of Changes:**

1. Ref. #49 Concrete Masonry is non performed because of plan error. Ref#156 Concrete Masonry, As Per Plan, includes the correct quantity of concrete masonry for the projects headwalls and has a revised unit cost.
2. Ref.#104 is due to plan error in quantity and actual field measurements.
3. Ref #124,125,126 Signal Cable reflects actual amount installed from original estimated lengths.

**Quantity and Cost Changes:**

REF #	ITEM #	QUANTITY	UNIT	DESCRIPTION	UNIT \$	Decrease In Price	Increase In Price
49	602	-15	CY	CONCRETE MASONRY	\$5,000.00	-\$75,000.00	\$0.00
104	625	10	FT	CONDUIT, 2", 725.04	\$20.00	\$0.00	\$200.00
124	632	331	FT	SIGNAL CABLE, 3 CONDUCTOR, NO. 14 AWG	\$2.50	\$0.00	\$827.50
125	632	311	FT	SIGNAL CABLE, 5 CONDUCTOR, NO. 14 AWG	\$3.00	\$0.00	\$933.00
126	632	810	FT	SIGNAL CABLE, 7 CONDUCTOR, NO. 14 AWG	\$3.50	\$0.00	\$2,835.00
156	602	54.87	CY	CONCRETE MASONRY (AS PER PLAN)	\$2,581.27	\$0.00	\$141,634.28

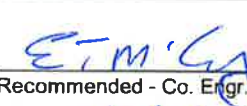
TOTALS:                   -\$75,000.00   \$146,429.78

Net Change in Contract Price:                   \$71,429.78

The sum of                   \$71,429.78 is hereby **added** to the original contract price of                   \$3,610,965.64  
making the current contract price:                   \$3,682,395.42

The time provided for completion is UNCHANGED by NO calendar days.

This document will become a supplement to the contract and all provisions of the contract apply hereto.

  
Recommended - Co. Engr./Dep. Engr.

Date: 7/5/24

  
Complete General Construction

Date: 7/3/24

Fairfield County Commissioners

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

Resolution No. 2024-07.09.aa

A Resolution to Approve a Change Order for the FAI -CR7-1.94 Refugee Road  
Intersection Safety Improvements

(Fairfield County Engineer)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

**A Resolution Authorizing an Agreement for the installation of security cameras and access control with Motorola.**

**WHEREAS**, the Fairfield County Commissioners have determined that it is necessary to upgrade the county's security cameras and access control to the buildings owned by the county; and

**WHEREAS**, the County desires to use the Sourcewell Cooperative Purchasing Agreement as a method to procure these services; and

**WHEREAS**, Sourcewell has offered Motorola Solutions for the purposes of the security camera and access control upgrade; and

**WHEREAS**, the Facilities Manager and County Administrator have reviewed the proposal from Motorola in the amount of \$325,252.00; and

**WHEREAS**, funds will be placed in the capital projects fund for the specific purpose of security cameras and access control upgrades, and a purchase order to encumber the funds for the services will be acquired; and

**WHEREAS**, the agreement with Motorola, 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 security cameras and access control upgrades with Motorola for the amount of \$325,252.00.

**Section 2.** The Clerk of the Board of Commissioners will provide a signed reproduction copy to the Facilities Director for further processing.

Prepared by: Christy Noland

ORIGINAL

Carri L. Brown, PhD, MBA, CGFM

Purchase Order

Fiscal Year 2024

Page: 1 of 1

THIS NUMBER MUST APPEAR ON ALL INVOICES,  
PACKAGES AND SHIPPING PAPERS.Purchase Order # **24005014 - 00**

Delivery must be made within doors of specified destination.

Expiration Date: 06/15/2025

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OCOUNTY COMMISSIONERS  
210 E MAIN ST 3RD FLOOR  
LANCASTER, OH 43130Fairfield County Auditor  
210 East Main Street  
Lancaster, Ohio 43130  
Revisions: 000V  
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RMOTOROLA SOLUTIONS INC  
13101 COLLECTIONS CENTER DR  
CHICAGO, IL 60693S  
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OCOUNTY COMMISSIONERS  
210 E MAIN ST 3RD FLOOR  
LANCASTER, OH 43130

VENDOR PHONE NUMBER		VENDOR FAX NUMBER		REQUISITION NUMBER	DELIVERY REFERENCE
800-247-2346				5456	
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS		DEPARTMENT/LOCATION
06/07/2024	7002				COMMISSIONERS ADMIN
NOTES					

PO Requisitioner Name : Staci Knisley

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

ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	New Camera System and Access Control System consisting of software and hardware. GL Account: 12287600 - 574000 - R61r	1.0	EACH	\$325,252.00	\$325,252.00
GL SUMMARY					
12287600 - 574000 - R61r		\$325,252.00			

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

COUNTY AUDITOR'S CERTIFICATE

It is hereby certified that the amount \$325,252.00 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: 06/07/2024

  
Auditor Fairfield County, OHPurchase Order Total **\$325,252.00**

For Department Use ONLY



**MOTOROLA SOLUTIONS**

Proposal

**Fairfield County Emergency Management**

# **Avigilon Alta Cloud Connectors & Reader/Credential Upgrades**

June 28, 2024

The design, technical, and price information furnished with this proposal is proprietary information of Motorola Solutions, Inc. (Motorola). Such information is submitted with the restriction that it is to be used only for the evaluation of the proposal, and is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the proposal, without the express written permission of Motorola Solutions, Inc.

---

Motorola Solutions, Inc.  
500 W Monroe St  
Chicago, IL 60661

June 28, 2024

Jon Kochis – Emergency Management Director  
Fairfield County Emergency Management  
240 Baldwin Dr.  
Lancaster, OH 43130

Subject: Fairfield County - Avigilon Alta Cloud Connectors & Reader/Credential Upgrades

Dear Mr. Kochis,

Motorola Solutions, Inc. ("Motorola") in partnership with Industrial Technical Solutions (ITS) is pleased to have the opportunity to provide Fairfield County Emergency Management with Avigilon Alta Cloud Connectors and Reader/Credential Upgrades. The Motorola project team has taken great care to propose a solution to address your needs and provide exceptional value.

Motorola's solution includes a combination of hardware, licensing, software and implementation services, which are outlined in the project scope.

This proposal is subject to the terms and conditions outlined in the project management as well as assumptions portions of this proposal. Fairfield County Emergency Management may accept this proposal by signing and returning a copy of proposal. Alternatively, Motorola would be pleased to address any concerns regarding this proposal. Any questions can be directed to Bernie Potkanowicz, Regional Sales Director, at (630) 806-6247 or [bernard.potkanowicz@motorolasolutions.com](mailto:bernard.potkanowicz@motorolasolutions.com) or Jaime Myers, Account Executive, at 937-701-8931 or [jaime.myers@motorolasolutions.com](mailto:jaime.myers@motorolasolutions.com).

Our goal is to provide the Fairfield County Emergency Management with the best product and services available in the industry. We thank you for the opportunity, and we hope to strengthen our relationship by implementing this solution.

Sincerely,



Chris Hanes  
Area Sales Manager  
**Motorola Solutions, Inc.**

## Project Description

Motorola in partnership with ITS will deploy (3) Alta A1000 cloud connectors along with rack shelves, integrating them into the existing network infrastructure. Additionally, (209) Alta 5-Year cloud licenses will be provisioned to enable comprehensive cloud-based surveillance capabilities. Existing cameras will be seamlessly integrated into the Alta software, with Motorola Solutions requiring IP addresses, usernames, and passwords for each camera for efficient setup and configuration.

Furthermore, Motorola or ITS will replace 292 existing card readers with new Allegion MTB15 models, utilizing existing cable infrastructure. Additionally, 2,500 Multi-technology credentials will be provided, allowing for secure access control, with the owner responsible for system programming and credential distribution.

## Statement of Work

The intent of this project is to complete the following:

### **Cloud Connectors Installation:**

Provide and install (3) Alta A1000 cloud connectors, each in a tower form factor.  
Include rack shelves for installation.  
Ensure network rack space and a 120v outlet are available, provided by others.

### **Cloud Licenses Provisioning:**

Provide and install (209) Alta 5-Year cloud licenses.

### **Camera Integration:**

Program existing cameras into Alta software.  
Require IP addresses, usernames, and passwords for each existing camera.

### **Storage Calculation Basis:**

Storage calculation based on camera specifications:  
(98) 5MP cameras recording at 15fps (interesting), 1080p at 5fps (uninteresting).  
(58) 2MP cameras recording at 20fps (interesting), 1080p at 5fps (uninteresting).  
(9) 4K cameras recording at 15fps (interesting), 1080p at 5fps (uninteresting).  
(27) 3MP cameras recording at 15fps (interesting), 1080p at 5fps (uninteresting).  
(16) 4MP cameras recording at 15fps (interesting), 1080p at 5fps (uninteresting).  
Ensured 30-day retention, requiring 99TB of storage with an 18% overhead.

### **Card Reader Replacement:**

Remove 292 existing card readers.  
Install new Allegion MTB15 card readers.  
Reuse existing cable assumed to be in good working order.



**Credential Provisioning:**

Provide 2,500 Multi-technology credentials (125 kHz proximity + 13.56 MHz, DESFire EV3). Owner responsible for programming the OnGuard system and printing/distributing new credentials.

**Project Management:**

Motorola Solutions Inc. will assign a dedicated project manager to this project. This project manager will act as the primary point of contact for the duration of this project. Additionally, this project manager will be responsible for all project scheduling, meeting attendance, implementation scheduling, change requests and general management of all project deliverables.

**Assumptions:**

Exclusions/Exceptions:

- All Lenel OnGuard programming
- All cabling
- All 120V power to be provided and installed by others
- All network connectivity by others
- Rack space to be provided and installed by others
- Required servers and workstations to be provided and installed by others.
- Fire alarm connectivity (as required) to be provided by others.
- Patch panels and patch cables to be provided and installed by others.
- Required wall space for panels by owner.
- Patching and painting of affected installation areas by others.
- Adherence to local and state codes by others.
- Any items or tasks not explicitly listed as in scope within this SoW are considered to be outside of the scope and not included within this SoW.
- All labor will be completed between 7:30AM and 5:00PM Monday - Friday unless otherwise noted.

## Equipment List

Part Number	Qty	Description
AC-SCH-READER-MT B15	292	Mobile Enabled Multi-Technology Reader
AC-SCH-CARD-MT-89 43	2,500	Schlage Multi-technology credential; 125 kHz + 13.56 MHz; Proximity & Schlage MIFARE DESFire EV3 4K byte/32K bit ISO Glossy White Card; No Slot Punch
APP-1000-24-DG	1	Alta A1000-24TB
APP-1000-48-BT	2	Alta A1000-48TB
SRSHELF2P	3	FIXED SHELF 2 UNIT MOUNT
AWA-CLD-5Y	209	Ava Aware License 5 years

## Warranty and Maintenance

Motorola Solutions will provide warranty services in accordance with the conditions applicable to Avigilon Alta camera products and Cloud Connector products.

Subject to the limitations set out below, Avigilon warrants to the original consumer purchaser that the purchased Avigilon Alta Video product will, under normal use conditions, be free of defects in material and workmanship for the time periods set forth in the tables below, such warranty period commencing one (1) calendar month after the date of shipment of such product from Avigilon.

For purposes herein, a camera with an active license means a camera that has had an active Aware license since the moment it was first purchased. That is, it was connected to the Aware platform with a camera license for its entire life to date.

Warranty is valid only in the country in which the Avigilon Ava / Alta video device was purchased. Avigilon may transfer the warranty provided (1) we are advised of the relocation, and (2) the warranty is available in the new location.

For Cloud Connectors and camera accessories, the warranty period is specified in the table below:

Features	A500	A750	A1000	A2000	A3000
# of cameras supported	25	50	75	100	200
GPU	Nvidia GeForce	Nvidia GeForce	Nvidia Quadro RTX 4000	Nvidia Quadro RTX 4000	2 × Nvidia Quadro RTX 4000
SATA Storage	Up to 24TB (raw) 16TB (net)	Up to 48TB (raw) 32TB (net)	Up to 64TB (raw) 48TB (net)	Up to 192TB (raw) 160TB (net)	Up to 192TB (raw) 160TB (net)
Warranty	5 years	5 years	5 years	5 years	5 years

Warranty coverage and support Service Level Agreement is subject to end user's geographic location. Please refer to [avigilon.com/support/warranty/avigilon](https://www.avigilon.com/support/warranty/avigilon) for more information.

## Pricing Summary

This pricing is available through the use of Sourcwell awarded cooperative purchasing contract #042021-MOT and will remain valid through 6/24/2024.

Description	Pricing
Equipment and Licensing	\$ 294,715.53
Installation, Labor and Shipping	\$ 30,536.47
<b>Grand Total</b>	<b>\$ 325,252.00</b>

## Payment Terms

- 100% of the contract price upon completion of equipment installation.

This quotation shall remain valid until **6/24/2024**. Any questions regarding this proposal can be directed to Bernie Potkanowicz, Regional Sales Director, at (630) 806-6247, [bernard.potkanowicz@motorolasolutions.com](mailto:bernard.potkanowicz@motorolasolutions.com) or Jaime Myers, Account Executive, at 937-701-8931, [jaime.myers@motorolasolutions.com](mailto:jaime.myers@motorolasolutions.com).

Our goal is to provide Fairfield County with the best products and services available in the communications industry. We thank you for the opportunity to present our proposed solution, and we hope to strengthen our relationship by implementing this project.

## Contractual Documentation

### AVIGILON CORPORATION

### AVIGILON CONTROL CENTER™ SOFTWARE

### END USER LICENSE AGREEMENT

Effective December 15, 2020

This Avigilon Control Center End User License Agreement (the “**Agreement**”) between Avigilon Corporation (“**Avigilon**”), as licensor of the Software (as defined below), and you (being the person or other legal entity that is the end user and licensee of the Software) (“**You**” or “**Your**”) governs Your use of the Software. The term “**Software**” means: (a) the Avigilon Control Center software accompanying, or being used in association with, this Agreement, including computer software, and any modified versions and copies of, and upgrades, updates, and additions to, such software; and (b) any media, printed materials, and “on-line” or electronic documentation with respect to such software (the “**Documentation**”).

**By breaking the seal on the package containing the Software, or downloading, installing, copying or otherwise using the Software, You agree to be bound by the terms of this Agreement. If You do not agree to all of the terms and conditions of this Agreement, do not open, download, install, copy, or otherwise use the Software.**

1. Grant of License. Subject to the payment of applicable license fees, and as long as You comply with the terms of this Agreement, Avigilon grants You a limited, non-exclusive license to use the Software in object code form only in the manner and for the purposes described in this Agreement and the Documentation. Your use of the Software is subject to the following principal conditions:
  - a. Subject to the limitations on the use of the Software’s server application (the “**Server Application**”) set forth in Section 1(b), You may install the Software on any number of computers at Your premises.
  - b. If You have licensed an edition of the Software that only permits the Server Application to be installed on a single server, you may only install the Server Application on one server. If you have licensed an edition of the Software that permits the Server Application to be installed on more than one server (subject to a specified maximum number of servers), You may install the Software’s Server Application on up to that maximum number of servers, provided that all such servers are configured to work together in a cluster (a “**Site**”).
  - c. Components of the Software that are protected by a software or hardware key or other device may be used on any computer, or cluster of servers forming the Site, on which the key is installed and activated. If the key locks the Software to a particular computer, or cluster of servers forming the Site, the Software may only be

used on that computer or cluster of servers, as applicable. You agree that You will not attempt to circumvent the mechanisms that bind software or hardware keys to a particular computer or cluster of servers forming a Site.

- d. You acknowledge that You must activate the Software with Avigilon and that there may be instances where You are required to subsequently reactivate the Software when You make certain hardware changes or configuration changes to the Software.
2. Backup Copy. You may make one copy of the Software to be used solely for archival, back-up, or disaster recovery purposes; provided that You may not operate that copy of the Software at the same time as the original Software is being operated.
3. Intellectual Property Rights. The Software is licensed, not sold, to You. The Software and any authorized copies that You make are the intellectual property of, and are owned by, Avigilon and, as applicable, its suppliers and licensors. The structure, organization and code of the Software are valuable trade secrets and confidential information of Avigilon and, as applicable, its suppliers and licensors. The Software is protected by law, including but not limited to the copyright laws of the United States, Canada, and other countries, and by international treaty provisions. Except as expressly stated in this Agreement, this Agreement does not grant You any intellectual property rights in the Software, and all rights not expressly granted in this Agreement are reserved by Avigilon and, as applicable, its suppliers and licensors. This Agreement does not grant You any rights in connection with any trademarks of Avigilon.
4. Limitations and Restrictions.
  - a. Copy Protections. You may not copy the Software except as set forth in this Agreement. Any permitted copy of the Software that You make must contain the same copyright and other proprietary notices and legends that appear on or in the Software.
  - b. Restrictions. You may not: (i) rent, lease, sell, sublicense, assign, lend, resell for profit, or distribute the Software or Your rights in the Software; or (ii) authorize any portion of the Software to be copied onto another person's or legal entity's computer or other electronic device, except as set forth in this Agreement. You will take reasonable steps to prevent any unauthorized copying or distribution of the Software.
  - c. Locally Stored Components. The Software may include a software code component that may be stored and operated locally on one or more devices. Once You have paid the required license fees for these devices (as determined by Avigilon in its sole discretion), You may install, use, or install and use, one copy of such component of the Software on each of the devices as licensed by Avigilon. You may then use such component of the Software in connection with operating the device on which it is installed solely in the manner set forth in any accompanying Documentation or, in the absence of such, solely in the manner contemplated by the nature of the Software.
  - d. Embedded Software/Firmware. The Software may also include a software code component that is resident in a device as provided by Avigilon for operating that device. You may use such component of the Software solely in connection with the use of that device, but may not retrieve, copy or otherwise transfer that software component to any other media or device without Avigilon's express prior written authorization.
  - e. Modifications and Derivative Works. You may not make any changes, translations, enhancements, or modifications to, or create any derivative works from, the Software or any portion of the Software without the prior written permission of Avigilon (except as provided in Section 20 of this Agreement with respect to 'open source' software). Any attempt to create any derivative works from the Software or any portion of the Software without the prior written permission of Avigilon (except as provided in Section 20 of this Agreement with respect to 'open source' software) shall result in the immediate termination of this Agreement.
  - f. Reverse Engineering, Decompilation, Disassembly. You may not reverse engineer, peel components, decompile, disassemble or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code of the Software, and any attempt to do so shall result in the immediate termination of this Agreement, except and only to the extent that such activity is expressly permitted by applicable law.

5. Termination. Without prejudice to any other rights, Avigilon may terminate this Agreement without notice if You fail to comply with the terms and conditions of this Agreement. In the event of termination of this Agreement for any reason, You must immediately destroy all copies of the Software (including backup copies) and all of its component parts. To the extent the Software is embedded in hardware or firmware, You will provide prompt access to Avigilon or its representatives to remove or lock Software features or functionality as Avigilon determines. The provisions of this Agreement which, by their terms, require performance after termination of this Agreement, including but not limited to those contained in Sections 3 (Intellectual Property Rights), 5 (Termination), 13 (Exclusive Remedy), 14 (Limitation of Liability), and 19 (Jurisdiction), will survive the termination of this Agreement.
6. Export Restrictions. You acknowledge and agree that the Software is subject to restrictions and controls imposed by the Export and Import Permits Act (Canada) and regulations thereunder, the United States Export Administration Act and regulations thereunder, and other applicable national and international laws and regulations relating to the export of the Software (collectively, the “Export Laws”). You agree and certify that You will not use the Software or any part or direct product thereof for any purpose in contravention of the Export Laws.
7. Applicable Laws. Some jurisdictions prohibit the recording of audio, video, personal information, or any combination of audio, video and personal information, under certain circumstances. You agree that You will at all times use the Software in conformity with all applicable laws, statutes, ordinances, and rules of each of: (a) the jurisdiction(s) in which You use the Software; and (b) the jurisdiction(s) in which each camera, microphone, or other recording or surveillance device which provides data to You through the Software is located. Any breach of the foregoing is a material breach of this Agreement that operates to terminate the license for the Software immediately without notice, rendering any further use of the Software unlawful.
8. Support Services. Avigilon may provide You with support services related to the Software (“**Support Services**”). Any supplemental software files (either Avigilon or third party) and other computer information and related explanatory written materials and files provided to You as part of the Support Services are considered part of the Software and subject to the terms and conditions of this Agreement.
9. Upgrades and Updates. To the extent Avigilon makes them available, Software upgrades and updates may only be used to replace all or part of the original Software that You are licensed to use. Software upgrades and updates do not increase the number of copies of the Software licensed to You. If the Software licensed under this Agreement is an upgrade or update of a component of a package of software programs that You previously licensed as a single product, the Software may be used and transferred only as part of that single product package and may not be separated for use on more than one computer unless and to the extent that You are licensed to use the previously licensed software on more than one computer. Software upgrades and updates downloaded free of charge via an Avigilon authorized World Wide Web or FTP site may be used to upgrade multiple computers provided that You are licensed to use the original software being upgraded or updated on those computers. Upgrades and updates may be licensed to You by Avigilon with additional or different terms.
10. U.S. Government License Rights. This Section 10 only applies to U.S. Government end users. The Software and Documentation are commercial items as that term is defined at 48 C.F.R. Part 2.101, consisting of “commercial computer software” and “computer software documentation” as such terms are defined in 48 C.F.R. Part 252.227-7014(a)(1) and 48 C.F.R. Part 252.227-7014(a)(5), and used in 48 C.F.R. Part 12.212 and 48 C.F.R. Part 227.7202, as applicable. Consistent with 48 C.F.R. Part 12.212, 48 C.F.R. Part 252.227-7015, 48 C.F.R. Part 227.7202-1 through 227.7202-4, 48 C.F.R. Part 52.227-19, and other relevant sections of the Code of Federal Regulations, as applicable, the Software and Documentation are distributed and licensed to U.S. Government end users: (i) only as commercial items, and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions contained herein.

11. Transfer. You may only transfer Your rights under this Agreement: (a) as part of a permanent sale or transfer of all of the devices for which the Software is licensed; (b) if You transfer all of the Software (including all component parts, the media and printed materials, and any upgrades), and this Agreement; (c) if You do not retain any copies of any portion of the Software; (d) if the recipient agrees to the terms of this Agreement; and (e) if the Software is an upgrade, such transfer also includes all prior versions of the Software. Satisfaction of all these conditions is required; failure to meet any of these conditions renders such transfer null and void.
12. Warranty. Avigilon warrants that the medium on which the Software is recorded, and any software or hardware key associated with the Software, will be free of defects in materials and workmanship under normal use for a period of sixty (60) days from the date of Your receipt of the original Software licensed under this Agreement.

EXCEPT AS PROVIDED ABOVE, AND TO THE MAXIMUM EXTENT PROVIDED BY LAW, YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE SOFTWARE AND SUPPORT SERVICES IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE AND ACCURACY IS WITH YOU AND AVIGILON AND ITS SUPPLIERS AND LICENSORS PROVIDE THE SOFTWARE AND SUPPORT SERVICES "AS-IS" AND WITH ALL FAULTS, AND HEREBY DISCLAIM ALL OTHER WARRANTIES OR CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO, ANY WARRANTIES OF: (A) MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; (B) ACCURACY OR COMPLETENESS OF RESPONSES, RESULTS, OR INFORMATIONAL CONTENT; (C) WORKMANLIKE EFFORT; (D) CORRESPONDENCE TO DESCRIPTION; (E) TITLE OR NON-INFRINGEMENT OR NON-MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; (F) CUSTOM OR TRADE; (G) QUIET ENJOYMENT; OR (H) SYSTEM INTEGRATION. AVIGILON MAKES NO WARRANTY THAT ANY PORTION OF THE SOFTWARE WILL OPERATE ERROR-FREE, FREE OF ANY SECURITY DEFECTS, OR IN AN UNINTERRUPTED MANNER. AVIGILON SHALL NOT BE RESPONSIBLE FOR PROBLEMS CAUSED BY CHANGES IN THE OPERATING CHARACTERISTICS OF THE DEVICE(S) UPON WHICH THE SOFTWARE IS OPERATING, OR FOR PROBLEMS IN THE INTERACTION OF THE SOFTWARE WITH NON-AVIGILON SOFTWARE OR HARDWARE PRODUCTS. AVIGILON NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON PURPORTING TO ACT ON ITS BEHALF TO MODIFY OR TO CHANGE THIS WARRANTY, NOR TO ASSUME FOR AVIGILON ANY OTHER WARRANTY OR LIABILITY CONCERNING THE SOFTWARE. THE WARRANTY MADE BY AVIGILON MAY BE VOIDED BY ABUSE OR MISUSE. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY HAVE OTHER RIGHTS UNDER MANDATORY LAW THAT VARY FROM STATE TO STATE AND COUNTRY TO COUNTRY.

13. Exclusive Remedy. The entire liability of Avigilon, its affiliates, and their respective directors, officers and employees (collectively, the "**Avigilon Parties**") and Your exclusive remedy under the warranty set forth above will be, at Avigilon's option, to: (a) attempt to correct Software errors with efforts Avigilon believes suitable to the problem; (b) replace at no cost the recording medium, Software or Documentation with functional equivalents as applicable, provided that You send Avigilon a replacement request, the defective medium and the documentation evidencing the date and amount You paid for the Software prior to the expiration of the sixty (60) day warranty period; or (c) refund a pro-rated portion of the license fee paid for such Software (less depreciation based on a two-year life expectancy) and terminate this Agreement, provided, in each case, that Avigilon is notified in writing of all warranty problems during the applicable warranty period. Any replacement item will be warranted for the remainder of the original warranty period. No remedy is provided for failure of the Software if such failure is the result of accident, abuse, alteration or misapplication with respect to the Software or any hardware on which it is loaded. Warranty service or assistance may be provided remotely.
14. Limitation of Liability. Except for personal injury or death, Avigilon's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of the Software. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT AVIGILON WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS, INCONVENIENCE, LOSS OF USE, LOSS TIME, DATA, GOODWILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE SOFTWARE, OR THE PERFORMANCE OF ANY SERVICES BY AVIGILON PURSUANT TO THIS AGREEMENT. YOU ARE SOLELY RESPONSIBLE AND LIABLE FOR VERIFYING THE SECURITY, ACCURACY AND ADEQUACY OF ANY OUTPUT FROM THE SOFTWARE, AND FOR ANY

RELIANCE THEREON. This limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account.

15. Indemnity by Avigilon. Avigilon will defend at its expense any suit brought against You to the extent it is based on a third-party claim alleging that the Software directly infringes a United States patent or copyright ("**Infringement Claim**"). Avigilon's duties to defend and indemnify are conditioned upon: You promptly notifying Avigilon in writing of the Infringement Claim; Avigilon having sole control of the defense of the suit and all negotiations for its settlement or compromise; and You providing to Avigilon cooperation and, if requested by Avigilon, reasonable assistance in the defense of the Infringement Claim. In addition to Avigilon's obligation to defend, and subject to the same conditions, Avigilon will pay all damages finally awarded against You by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Avigilon in settlement of an Infringement Claim.

If an Infringement Claim occurs, or in Avigilon's opinion is likely to occur, Avigilon may at its option and expense: (a) procure for You the right to continue using the Software; (b) replace or modify the Software so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the Software and grant You a credit for the Software, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.

Avigilon will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Software with any software, apparatus or device not furnished by Avigilon; (b) the use of ancillary equipment or software not furnished by Avigilon and that is attached to or used in connection with the Software; (c) Software designed or manufactured in accordance with Your designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions; (d) a modification of the Software by a party other than Avigilon; (e) use of the Software in a manner for which the Software was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by You to install an enhancement release to the Software that is intended to correct the claimed infringement. In no event will Avigilon's liability resulting from its indemnity obligation to You extend in any way to royalties payable on a per use basis or Your revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Avigilon from You from sales or license of the infringing Software.

This Section 15 provides Your sole and exclusive remedies and Avigilon's entire liability in the event of an Infringement Claim. You have no right to recover and Avigilon has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section 15 are subject to and limited by the restrictions set forth in Section

16. Indemnity by You. INTENTIONALLY OMITTED.

17. Entire Agreement. This Agreement constitutes the entire agreement between the parties, and supersedes any previous agreements between the parties, with respect to the subject matter of this Agreement. Any terms of any purchase order or other instrument issued by either party in connection with this Agreement that is in addition to or inconsistent with the terms of this Agreement shall have no force or effect unless signed by both parties.

18. Amendment. Any amendment to this Agreement shall be put in writing and signed by both parties prior to being in effect. Notwithstanding the foregoing:
- a. Avigilon reserves the right to unilaterally amend this Agreement at any time without advance notice to You where the amendments involve (i) correcting typographical errors; (ii) correcting inconsistent, incorrect, or ambiguous wording for the purpose of clarifying the intended purposes and intent of the applicable wording (but without altering its nature or scope); or (iii) updating this Agreement to better address or comply with the provisions of applicable laws.
  - b. This Agreement may be superseded by a subsequent End User License Agreement that You agree to in connection with Avigilon's providing to You any future component, release, upgrade or other modification or addition to the Software.
19. Jurisdiction. This Agreement and performance under this Agreement will be governed by the laws of the State of Ohio applicable therein without reference to principles of conflicts of laws, and the courts in Fairfield County, Ohio and the courts of appeal therefrom will have exclusive jurisdiction to hear any proceedings relating to this Agreement. You hereby irrevocably attorn to the jurisdiction of those courts. You expressly exclude the application of the United Nations convention on Contracts for the International Sale of Goods (the Vienna Convention, 1980).
20. Incorporation of 'Open Source' and other Third Party Software. Portions of the Software may be subject to certain third party license agreements governing the use, copying, modification, redistribution and warranty of those portions of the Software, including what is commonly known as 'open source' software, for example portions of the Software use libraries from the FFmpeg project under the LGPLv2.1. No warranty is provided by Avigilon for any such open source software. By using the Software You agree to be bound to the terms of any such third party licenses. If provided for in the applicable third party license, You may have a right to receive source code for such software for use and distribution in any program that You create, so long as You in turn agree to be bound to the terms of the applicable third party license and Your programs are distributed under the terms of that license. If applicable, a copy of such source code may be obtained free of charge by contacting Your Avigilon representative.
21. Collection of Data. INTENTIONALLY OMITTED

Any personal information collected by Avigilon is subject to the Avigilon's Privacy Statement, available at [avigilon.com/privacy](https://www.avigilon.com/privacy), as may be amended from time to time.



22. Demonstration and Evaluation Copies. A demonstration or evaluation copy of the Software is covered by this Agreement, provided that the licenses contained in this Agreement expire at the end of the demonstration or evaluation period.
23. Enurement. All covenants, representations, warranties and agreements of the parties contained in this Agreement will be binding upon and will enure to the benefit of the parties and their respective successors and assigns.
24. Severability. If any provision of this Agreement is held to be invalid, illegal or unenforceable, it shall be severed and the remaining provisions shall continue in full force and effect.
25. Non-Waiver. The waiver or failure of Avigilon to exercise in any respect any right provided in this Agreement will not be deemed a waiver of any further right under this Agreement.
26. Compliance with Licenses. You agree that upon request from Avigilon or its authorized representative, You will, within thirty (30) days of such request, fully document and certify that Your use of any and all Software at the time of the request is in conformity with Your valid license(s) from Avigilon. You agree to use Your best efforts and to take all reasonable steps to safeguard the Software to ensure that no unauthorized person shall have access thereto and that no unauthorized copy or distribution, in any form, of the Software shall be made.
27. Additional Restrictions. The Software may be subject to additional restrictions and conditions on use as specified in the Documentation, which additional restrictions and conditions are hereby incorporated into and made a part of this Agreement.
28. Tools and Utilities. Software distributed via an Avigilon-authorized World Wide Web or FTP site (or similar Avigilon-authorized distribution means) as a tool or utility may be copied and installed without limitation provided that the Software is not distributed or sold and the Software is only used for the intended purpose of the tool or utility and in conjunction with Avigilon products. All other terms and conditions of this Agreement continue to apply.
29. Avigilon Cloud Services. Your use of the Software, or certain features or functionality of the Software, may involve or otherwise require Your use of the Avigilon Cloud Services, a web-based portal/platform developed and maintained by Avigilon to, amongst other things, facilitate the operation of certain features and functionality of the Software. To the extent You access and use the Avigilon Cloud Services in connection with Your use of the Software, the additional terms and conditions set forth in the Avigilon Cloud Services End-User Agreement will apply.

## Motorola Solutions Customer Agreement

This Motorola Solutions Customer Agreement (the “**MCA**”) is entered into between Motorola Solutions, Inc., with offices at 500 W. Monroe Street, Suite 4400, Chicago, IL 60661 (“**Motorola**”) and the entity set forth in the signature block below (“**Customer**”). Motorola and Customer will each be referred to herein as a “**Party**” and collectively as the “**Parties**”. This Agreement (as defined below) is effective as of the date of the last signature (the “**Effective Date**”).

### 1. Agreement.

**1.1. Scope; Agreement Documents.** This MCA governs Customer’s purchase of Products (as defined below) and Services (as defined below) from Motorola. Additional terms and conditions applicable to specific Products and Services are set forth in one or more addenda attached to this MCA (each an “**Addendum**”, and collectively the “**Addenda**”). In addition, the Parties may agree upon solution descriptions, equipment lists, statements of work, schedules, technical specifications, and other ordering documents setting forth the Products and Services to be purchased by Customer and provided by Motorola and additional rights and obligations of the Parties (the “**Ordering Documents**”). To the extent required by applicable procurement law, a proposal submitted by Motorola in response to a competitive procurement process will be included within the meaning of the term Ordering Documents. This MCA, the Addenda, and any Ordering Documents collectively form the Parties’ “**Agreement**”.

**1.2. Order of Precedence.** Each Addendum will control with respect to conflicting terms in the MCA, but only as applicable to the Products and Services described in such Addendum. Each Ordering Document will control with respect to conflicting terms in the MCA or any Addenda, but only as applicable to the Products and Services described on such Ordering Document.

### 2. Products and Services.

**2.1. Products.** Motorola will (a) sell hardware provided by Motorola (“**Equipment**”), (b) license software which is either preinstalled on Equipment or installed on Customer-Provided Equipment (as defined below) and licensed to Customer by Motorola for a perpetual or other defined license term (“**Licensed Software**”), and (c) license cloud-based software as a service products and other software which is either preinstalled on Equipment or installed on Customer-Provided Equipment, but licensed to Customer by Motorola on a subscription basis (“**Subscription Software**”) to Customer, to the extent each is set forth in an Ordering Document, for Customer’s own use in accordance with this Agreement. The Equipment, Licensed Software, and Subscription Software shall collectively be referred to herein as “**Products**”, or individually as a “**Product**”. At any time during the Term (as defined below), Motorola may substitute any Products at no cost to Customer, if the substitute is substantially similar to the Products set forth in the applicable Ordering Documents.

#### 2.2. Services.

2.2.1. Motorola will provide services related to purchased Products (“**Services**”), to the extent set forth in an Ordering Document.

2.2.2. **Integration Services; Maintenance and Support Services.** If specified in an Ordering Document, Motorola will provide, for the term of such Ordering Document, (a) design, deployment, and integration Services in order to design, install, set up, configure, and/or integrate the applicable Products at the applicable locations (“**Sites**”), agreed upon by the Parties (“**Integration Services**”), or (b) break/fix maintenance, technical support, or other Services (such as software integration Services) (“**Maintenance and Support Services**”), each as further described in the applicable statement of work. Maintenance and Support Services and Integration Services will each be considered “**Services**”, as defined above.

2.2.3. **Service Ordering Documents.** The Fees for Services will be set forth in an Ordering Document and any applicable project schedules. A Customer point of contact will be set forth in the applicable statement of work for the Services. For purposes of clarity, each statement of work will be incorporated into, and form an integral part of, the Agreement.

2.2.4. Service Completion. Unless otherwise specified in the applicable Ordering Document, Services described in an Ordering Document will be deemed complete upon Motorola's performance of all Services listed in such Ordering Document ("**Service Completion Date**"); provided, however, that Maintenance and Support Services may be offered on an ongoing basis during a given Ordering Document term, in which case such Maintenance and Support Services will conclude upon the expiration or termination of such Ordering Document.

2.3. Non-Preclusion. If, in connection with the Products and Services provided under this Agreement, Motorola makes recommendations, including a recommendation to purchase other products or services, nothing in this Agreement precludes Motorola from participating in a future competitive bidding process or otherwise offering or selling the recommended products or other services to Customer. Customer represents that this paragraph does not violate its procurement standards or other laws, regulations, or policies.

2.4. Customer Obligations. Customer will ensure that information Customer provides to Motorola in connection with receipt of Products and Services are accurate and complete in all material respects. Customer will make timely decisions and obtain any required management approvals that are reasonably necessary for Motorola to provide the Products and Services and perform its other duties under this Agreement. Unless the applicable Ordering Document states otherwise, Motorola may rely upon and is not required to evaluate, confirm, reject, modify, or provide advice concerning any assumptions or Customer information, decisions, or approvals described in this Section. If any assumptions in the Ordering Documents or information provided by Customer prove to be incorrect, or if Customer fails to perform any of its obligations under this Agreement, Motorola's ability to perform its obligations may be impacted and changes to the Agreement, including the scope, Fees, and performance schedule may be required.

2.5. Documentation. Products and Services may be delivered with documentation for the Equipment, software Products, or data that specifies technical and performance features, capabilities, users, or operation, including training manuals, and other deliverables, such as reports, specifications, designs, plans, drawings, analytics, or other information (collectively, "**Documentation**"). Documentation is and will be owned by Motorola, unless otherwise expressly agreed in an Addendum or Ordering Document that certain Documentation will be owned by Customer. Motorola hereby grants Customer a limited, royalty-free, worldwide, non-exclusive license to use the Documentation solely for its internal business purposes in connection with the Products and Services.

2.6. Motorola Tools and Equipment. As part of delivering the Products and Services, Motorola may provide certain tools, equipment, models, and other materials of its own. Such tools and equipment will remain the sole property of Motorola unless they are to be purchased by Customer as Products and are explicitly listed on an Ordering Document. The tools and equipment may be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction. Customer will safeguard all tools and equipment while in Customer's custody or control, and be liable for any loss or damage. Upon the expiration or earlier termination of this Agreement, Customer, at its expense, will return to Motorola all tools and equipment in its possession or control.

2.7. Authorized Users. Customer will ensure its employees and Authorized Users comply with the terms of this Agreement and will be liable for all acts and omissions of its employees and Authorized Users. Customer is responsible for the secure management of Authorized Users' names, passwords and login credentials for access to Products and Services. "**Authorized Users**" are Customer's employees, full-time contractors engaged for the purpose of supporting the Products and Services that are not competitors of Motorola, and the entities (if any) specified in an Ordering Document or otherwise approved by Motorola in writing (email from an authorized Motorola signatory accepted), which may include affiliates or other Customer agencies.

2.8. Export Control. Customer, its employees, and any other Authorized Users will not access or use the Products and Services in any jurisdiction in which the provision of such Products and Services is prohibited under applicable laws or regulations (a "**Prohibited Jurisdiction**"), and Customer will not provide access to the Products and Services to any government, entity, or individual located in a Prohibited Jurisdiction. Customer represents and warrants that (a) it and its Authorized Users are not named on any U.S. government list of persons prohibited from receiving U.S. exports, or transacting with any U.S. person; (b) it and its Authorized Users are not a national of, or a company registered in, any Prohibited Jurisdiction; (c) Customer will not permit its Authorized Users to access or use the Products or Services in violation of any U.S. or other applicable export embargoes, prohibitions or restrictions; and (d) Customer and its Authorized Users will comply with all applicable laws regarding the

transmission of technical data exported from the U.S. and the country in which Customer, its employees, and the Authorized Users are located.

**2.9. Change Orders.** Unless a different change control process is agreed upon in writing by the Parties, a Party may request changes to an Addendum or an Ordering Document by submitting a change order to the other Party (each, a “**Change Order**”). If a requested change in a Change Order causes an increase or decrease in the Products or Services, the Parties by means of the Change Order will make appropriate adjustments to the Fees, project schedule, or other matters. Change Orders are effective and binding on the Parties only upon execution of the Change Order by an authorized representative of both Parties.

### **3. Term and Termination.**

**3.1. Term.** The term of this MCA (“**Term**”) will commence on the Effective Date and continue until six (6) months after the later of (a) the termination, expiration, or discontinuance of services under the last Ordering Document in effect, or (b) the expiration of all applicable warranty periods, unless the MCA is earlier terminated as set forth herein. The applicable Addendum or Ordering Document will set forth the term for the Products and Services governed thereby.

**3.2. Non-Appropriation Clause.** Notwithstanding the foregoing, this Agreement may be subject to termination or cancellation, without penalty to Customer, either in whole or in part, for failure of Customer to appropriate the required funds during any fiscal year of the contract term due to Customer being a governmental entity.

**3.3. Termination.** Either Party may terminate the Agreement or the applicable Addendum or Ordering Document if the other Party breaches a material obligation under the Agreement and does not cure such breach within thirty (30) days after receipt of notice of the breach or fails to produce a cure plan within such period of time. Each Addendum and Ordering Document may be separately terminable as set forth therein.

**3.4. Suspension of Services.** Motorola may terminate or suspend any Products or Services under an Ordering Document if Motorola determines: (a) the related Product license has expired or has terminated for any reason; (b) the applicable Product is being used on a hardware platform, operating system, or version not approved by Motorola; (c) Customer fails to make any payments when due; or (d) Customer fails to comply with any of its other obligations or otherwise delays Motorola’s ability to perform.

**3.5. Effect of Termination or Expiration.** Upon termination for any reason or expiration of this Agreement, an Addendum, or an Ordering Document, Customer and the Authorized Users will return or destroy (at Motorola’s option) all Motorola Materials and Motorola’s Confidential Information in their possession or control and, as applicable, provide proof of such destruction, except that Equipment purchased by Customer should not be returned. If Customer has any outstanding payment obligations under this Agreement, Motorola may accelerate and declare all such obligations of Customer immediately due and payable by Customer. Notwithstanding the reason for termination or expiration, Customer must pay Motorola for Products and Services already delivered. Customer has a duty to mitigate any damages under this Agreement, including in the event of default by Motorola and Customer’s termination of this Agreement.

### **4. Payment and Invoicing.**

**4.1. Fees.** Fees and charges applicable to the Products and Services (the “**Fees**”) will be as set forth in the applicable Addendum or Ordering Document, and such Fees may be changed by Motorola at any time, except that Motorola will not change the Fees for Products and Services purchased by Customer during the term of an active Ordering Document or during a Subscription Term (as defined and further described in the applicable Addendum). Changes in the scope of Services described in an Ordering Document may require an adjustment to the Fees due under such Ordering Document. If a specific invoicing or payment schedule is set forth in the applicable Addendum or Ordering Document, such schedule will apply solely with respect to such Addendum or Ordering Document. Unless otherwise specified in the applicable Ordering Document, the Fees for any Services exclude expenses associated with unusual and costly Site access requirements (e.g., if Site access requires a helicopter or other equipment), and Customer will reimburse Motorola for these or other expenses incurred by Motorola in connection with the Services.

**4.2. Taxes.** The Fees do not include any excise, sales, lease, use, property, or other taxes, assessments, duties, or regulatory charges or contribution requirements (collectively, “**Taxes**”), all of which will be paid by Customer, except as exempt by law, unless otherwise specified in an Ordering Document. If Motorola is required to pay any

Taxes, Customer will reimburse Motorola for such Taxes (including any interest and penalties) within thirty (30) days after Customer's receipt of an invoice therefore. Customer will be solely responsible for reporting the Products

for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income and net worth.

**4.3. Invoicing.** Motorola will invoice Customer at the frequency set forth in the applicable Addendum or Ordering Document, and Customer will pay all invoices within thirty (30) days of the invoice date or as otherwise specified in the applicable Addendum or Ordering Document. Motorola may invoice electronically via email, and Customer agrees to receive invoices via email at the email address set forth in an Ordering Document. Customer acknowledges and agrees that a purchase order or other notice to proceed is not required for payment for Products or Services.

## **5. Sites; Customer-Provided Equipment; Non-Motorola Content.**

**5.1. Access to Sites.** Customer will be responsible for providing all necessary permits, licenses, and other approvals necessary for the installation and use of the Products and the performance of the Services at each applicable Site, including for Motorola to perform its obligations hereunder, and for facilitating Motorola's access to the Sites. No waivers of liability will be imposed on Motorola or its subcontractors by Customer or others at Customer facilities or other Sites, but if and to the extent any such waivers are imposed, the Parties agree such waivers are void.

**5.2. Site Conditions.** Customer will ensure that (a) all Sites are safe and secure, (b) Site conditions meet all applicable industry and legal standards (including standards promulgated by OSHA or other governmental or regulatory bodies), (c) to the extent applicable, Sites have adequate physical space, air conditioning, and other environmental conditions, electrical power outlets, distribution, equipment, connections, and telephone or other communication lines (including modem access and interfacing networking capabilities), and (d) Sites are suitable for the installation, use, and maintenance of the Products and Services. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.

**5.3. Site Issues.** Motorola will have the right at any time to inspect the Sites and advise Customer of any deficiencies or non-conformities with the requirements of this **Section 5 – Sites; Customer-Provided Equipment; Non-Motorola Content**. If Motorola or Customer identifies any deficiencies or non-conformities, Customer will promptly remediate such issues or the Parties will select a replacement Site. If a Party determines that a Site identified in an Ordering Document is not acceptable or desired, the Parties will cooperate to investigate the conditions and select a replacement Site or otherwise adjust the installation plans and specifications as necessary. A change in Site or adjustment to the installation plans and specifications may cause a change in the Fees or performance schedule under the applicable Ordering Document.

**5.4. Customer-Provided Equipment.** Certain components, including equipment and software, not provided by Motorola may be required for use of the Products and Services ("**Customer-Provided Equipment**"). Customer will be responsible, at its sole cost and expense, for providing and maintaining the Customer-Provided Equipment in good working order. Customer represents and warrants that it has all rights in Customer-Provided Equipment to permit Motorola to access and use the applicable Customer-Provided Equipment to provide the Products and Services under this Agreement, and such access and use will not violate any laws or infringe any third-party rights (including intellectual property rights). Customer (and not Motorola) will be fully liable for Customer-Provided Equipment, and Customer will immediately notify Motorola of any Customer-Provided Equipment damage, loss, change, or theft that may impact Motorola's ability to provide the Products and Services under this Agreement, and Customer acknowledges that any such events may cause a change in the Fees or performance schedule under the applicable Ordering Document.

**5.5. Non-Motorola Content.** In certain instances, Customer may be permitted to access, use, or integrate Customer or third-party software, services, hardware, content, and data that is not provided by Motorola (collectively, "**Non-Motorola Content**") with or through the Products and Services. If Customer accesses, uses, or integrates any Non-Motorola Content with the Products or Services, Customer will first obtain all necessary rights and licenses to permit Customer's and its Authorized Users' use of the Non-Motorola Content in connection with the Products and Services. Customer will also obtain the necessary rights for Motorola to use such Non-Motorola Content in connection with providing the Products and Services, including the right for Motorola to access, store, and process such Non-Motorola Content (e.g., in connection with Subscription Software), and to otherwise enable interoperation with the Products and Services. Customer represents and warrants that it will obtain the foregoing rights and licenses prior to accessing, using, or integrating the applicable Non-Motorola Content with the Products

and Services, and that Customer and its Authorized Users will comply with any terms and conditions applicable to such Non-Motorola Content. If any Non-Motorola Content require access to Customer Data (as defined below), Customer hereby authorizes Motorola to allow the provider of such Non-Motorola Content to access Customer Data, in connection with the interoperation of such Non-Motorola Content with the Products and Services. Customer acknowledges and agrees that Motorola is not responsible for, and makes no representations or warranties with respect to, the Non-Motorola Content (including any disclosure, modification, or deletion of Customer Data resulting from use of Non-Motorola Content or failure to properly interoperate with the Products and Services). If Customer receives notice that any Non-Motorola Content must be removed, modified, or disabled within the Products or Services, Customer will promptly do so. Motorola will have the right to disable or remove Non-Motorola Content if Motorola believes a violation of law, third-party rights, or Motorola's policies is likely to occur, or if such Non-Motorola Content poses or may pose a security or other risk or adverse impact to the Products or Services, Motorola, Motorola's systems, or any third party (including other Motorola customers). Motorola may provide certain Non-Motorola Content as an authorized sales representative of a third party as set out in an Ordering Document. As an authorized sales representative, the third party's terms and conditions, as set forth in the Ordering Document, will apply to any such sales. Any orders for such Non-Motorola Content will be filled by the third party. Nothing in this Section will limit the exclusions set forth in **Section 7.2 – Intellectual Property Infringement**.

**5.6. End User Licenses.** Notwithstanding any provision to the contrary in the Agreement, certain Non-Motorola Content software are governed by a separate license, EULA, or other agreement, including terms governing third-party equipment or software, such as open source software, included in the Products and Services. Customer will comply, and ensure its Authorized Users comply, with any such additional terms applicable to third-party equipment or software. If provided for in the separate third party license, Customer may have a right to receive source code for such software; a copy of such source code may be obtained free of charge by contacting Motorola.\_

## **6. Representations and Warranties.**

**6.1. Mutual Representations and Warranties.** Each Party represents and warrants to the other Party that (a) it has the right to enter into the Agreement and perform its obligations hereunder, and (b) the Agreement will be binding on such Party.

**6.2. Motorola Warranties.** Subject to the disclaimers and exclusions below, Motorola represents and warrants that (a) Services will be provided in a good and workmanlike manner and will conform in all material respects to the descriptions in the applicable Ordering Document; and (b) for a period of ninety (90) days commencing upon the Service Completion Date for one-time Services, the Services will be free of material defects in materials and workmanship. Other than as set forth in subsection (a) above, recurring Services are not warranted but rather will be subject to the requirements of the applicable Addendum or Ordering Document. Motorola provides other express warranties for Motorola-manufactured Equipment, Motorola-owned software Products, and certain Services. Such express warranties are included in the applicable Addendum or Ordering Document. Such representations and warranties will apply only to the applicable Product or Service that is the subject of such Addendum or Ordering Document.

**6.3. Warranty Claims; Remedies.** To assert a warranty claim, Customer must notify Motorola in writing of the claim prior to the expiration of any warranty period set forth in this MCA or the applicable Addendum or Ordering Document. Unless a different remedy is otherwise expressly set forth for a particular warranty under an Addendum, upon receipt of such claim, Motorola will investigate the claim and use commercially reasonable efforts to repair or replace any confirmed materially non-conforming Product or re-perform any non-conforming Service, at its option. Such remedies are Customer's sole and exclusive remedies for Motorola's breach of a warranty. Motorola's warranties are extended by Motorola to Customer only, and are not assignable or transferrable.

**6.4. Pass-Through Warranties.** Notwithstanding any provision of this Agreement to the contrary, Motorola will have no liability for third-party software or hardware provided by Motorola; provided, however, that to the extent offered by third-party providers of software or hardware and to the extent permitted by law, Motorola will pass through express warranties provided by such third parties.

**6.5. WARRANTY DISCLAIMER.** EXCEPT FOR THE EXPRESS AND PASS THROUGH WARRANTIES IN THIS AGREEMENT, PRODUCTS AND SERVICES PURCHASED HEREUNDER ARE PROVIDED "AS IS" AND WITH ALL FAULTS. WARRANTIES SET FORTH IN THE AGREEMENT ARE THE COMPLETE WARRANTIES FOR THE PRODUCTS AND SERVICES AND MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY,

FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND QUALITY. MOTOROLA DOES NOT REPRESENT OR WARRANT THAT USE OF THE PRODUCTS AND SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF SECURITY VULNERABILITIES, OR THAT THEY WILL MEET CUSTOMER'S PARTICULAR REQUIREMENTS.

## 7. Indemnification.

**7.1. General Indemnity.** Motorola will defend, indemnify, and hold Customer harmless from and against any and all damages, losses, liabilities, and expenses (including reasonable fees and expenses of attorneys) arising from any actual third-party claim, demand, action, or proceeding ("**Claim**") for personal injury, death, or direct damage to tangible property to the extent caused by Motorola's negligence, gross negligence or willful misconduct while performing its duties under an Ordering Document or an Addendum, except to the extent the claim arises from Customer's negligence or willful misconduct. Motorola's duties under this **Section 7.1 – General Indemnity** are conditioned upon: (a) Customer promptly notifying Motorola in writing of the Claim; (b) Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and (c) Customer cooperating with Motorola and, if requested by Motorola, providing reasonable assistance in the defense of the Claim.

**7.2. Intellectual Property Infringement.** Motorola will defend Customer against any third-party claim alleging that a Motorola-developed or manufactured Product or Service (the "**Infringing Product**") directly infringes a United States patent or copyright ("**Infringement Claim**"), and Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim, or agreed to in writing by Motorola in settlement of an Infringement Claim. Motorola's duties under this **Section 7.2 – Intellectual Property Infringement** are conditioned upon: (a) Customer promptly notifying Motorola in writing of the Infringement Claim; (b) Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and (c) Customer cooperating with Motorola and, if requested by Motorola, providing reasonable assistance in the defense of the Infringement Claim.

7.2.1. If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Infringing Product; (b) replace or modify the Infringing Product so that it becomes non-infringing; or (c) grant Customer (i) a pro-rated refund of any amounts pre-paid for the Infringing Product (if the Infringing Product is a software Product, i.e., Licensed Software or Subscription Software) or (ii) a credit for the Infringing Product, less a reasonable charge for depreciation (if the Infringing Product is Equipment, including Equipment with embedded software).

7.2.2. In addition to the other damages disclaimed under this Agreement, Motorola will have no duty to defend or indemnify Customer for any Infringement Claim that arises from or is based upon: (a) Customer Data, Customer-Provided Equipment, Non-Motorola Content, or third-party equipment, hardware, software, data, or other third-party materials; (b) the combination of the Product or Service with any products or materials not provided by Motorola; (c) a Product or Service designed, modified, or manufactured in accordance with Customer's designs, specifications, guidelines or instructions; (d) a modification of the Product or Service by a party other than Motorola; (e) use of the Product or Service in a manner for which the Product or Service was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to use or install an update to the Product or Service that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from an Infringement Claim extend in any way to any payments due on a royalty basis, other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the Infringing Product.

7.2.3. This **Section 7.2 – Intellectual Property Infringement** provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. For clarity, the rights and remedies provided in this Section are subject to, and limited by, the restrictions set forth in **Section 8 – Limitation of Liability** below.

## 8. Limitation of Liability.

**8.1. DISCLAIMER OF CONSEQUENTIAL DAMAGES.** EXCEPT FOR PERSONAL INJURY OR DEATH, MOTOROLA, ITS AFFILIATES, AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SUBCONTRACTORS, AGENTS, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, THE "**MOTOROLA**



**PARTIES**") WILL NOT BE LIABLE IN CONNECTION WITH THIS AGREEMENT (WHETHER UNDER MOTOROLA'S INDEMNITY OBLIGATIONS, A CAUSE OF ACTION FOR BREACH OF CONTRACT, UNDER TORT THEORY, OR OTHERWISE) FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOST PROFITS OR REVENUES, EVEN IF MOTOROLA HAS BEEN ADVISED BY CUSTOMER OR ANY THIRD PARTY OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES AND WHETHER OR NOT SUCH DAMAGES OR LOSSES ARE FORESEEABLE.

**8.2. DIRECT DAMAGES.** EXCEPT FOR PERSONAL INJURY OR DEATH, THE TOTAL AGGREGATE LIABILITY OF THE MOTOROLA PARTIES, WHETHER BASED ON A CLAIM IN CONTRACT OR IN TORT, LAW OR EQUITY, RELATING TO OR ARISING OUT OF THE AGREEMENT WILL NOT EXCEED THE FEES SET FORTH IN THE ORDERING DOCUMENT UNDER WHICH THE CLAIM AROSE. NOTWITHSTANDING THE FOREGOING, FOR ANY SUBSCRIPTION SOFTWARE OR FOR ANY RECURRING SERVICES, THE MOTOROLA PARTIES' TOTAL LIABILITY FOR ALL CLAIMS RELATED TO SUCH PRODUCT OR RECURRING SERVICES IN THE AGGREGATE WILL NOT EXCEED THE TOTAL FEES PAID FOR SUCH SUBSCRIPTION SOFTWARE OR RECURRING SERVICE, AS APPLICABLE, DURING THE CONSECUTIVE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT FROM WHICH THE FIRST CLAIM AROSE.

**8.3. ADDITIONAL EXCLUSIONS.** NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, MOTOROLA WILL HAVE NO LIABILITY FOR DAMAGES ARISING OUT OF (A) CUSTOMER DATA, INCLUDING ITS TRANSMISSION TO MOTOROLA, OR ANY OTHER DATA AVAILABLE THROUGH THE PRODUCTS OR SERVICES; (B) CUSTOMER-PROVIDED EQUIPMENT, NON-MOTOROLA CONTENT, THE SITES, OR THIRD-PARTY EQUIPMENT, HARDWARE, SOFTWARE, DATA, OR OTHER THIRD-PARTY MATERIALS, OR THE COMBINATION OF PRODUCTS AND SERVICES WITH ANY OF THE FOREGOING; (C) LOSS OF DATA OR HACKING, RANSOMWARE, OR OTHER THIRD-PARTY ATTACKS OR DEMANDS; (D) MODIFICATION OF PRODUCTS OR SERVICES BY ANY PERSON OTHER THAN MOTOROLA; (E) RECOMMENDATIONS PROVIDED IN CONNECTION WITH OR BY THE PRODUCTS AND SERVICES; (F) DATA RECOVERY SERVICES OR DATABASE MODIFICATIONS; OR (G) CUSTOMER'S OR ANY AUTHORIZED USER'S BREACH OF THIS AGREEMENT OR MISUSE OF THE PRODUCTS AND SERVICES.

**8.4. Voluntary Remedies.** Motorola is not obligated to remedy, repair, replace, or refund the purchase price for the disclaimed issues in **Section 8.3 – Additional Exclusions** above, but if Motorola agrees to provide Services to help resolve such issues, Customer will reimburse Motorola for its reasonable time and expenses, including by paying Motorola any Fees set forth in an Ordering Document for such Services, if applicable.

**8.5. Statute of Limitations.** Customer may not bring any claims against a Motorola Party in connection with this Agreement or the Products and Services more than one (1) year after the date of accrual of the cause of action.

## **9. Confidentiality.**

**9.1. Confidential Information.** Subject to Ohio Revised Code 149.43, "**Confidential Information**" means any and all non-public information provided by one Party ("**Discloser**") to the other ("**Recipient**") that is disclosed under this Agreement in oral, written, graphic, machine recognizable, or sample form, being clearly designated, labeled or marked as confidential or its equivalent or that a reasonable businessperson would consider non-public and confidential by its nature. With respect to

Motorola, Confidential Information will also include Products and Services, and Documentation, as well as any other information relating to the Products and Services. The nature and existence of this Agreement are considered Confidential Information of the Parties. In order to be considered Confidential Information, information that is disclosed orally must be identified as confidential at the time of disclosure and confirmed by Discloser by submitting a written document to Recipient within thirty (30) days after such disclosure. The written document must contain a summary of the Confidential Information disclosed with enough specificity for identification purpose and must be labeled or marked as confidential or its equivalent.

**9.2. Obligations of Confidentiality.** Recipient will (a) not disclose Confidential Information to any third party, except as expressly permitted in this **Section 9 - Confidentiality**; (b) restrict disclosure of Confidential Information to only those employees (including, employees of any wholly owned subsidiary, a parent company, any other wholly owned subsidiaries of the same parent company), agents or consultants who must access the Confidential Information for the purpose of, and who are bound by confidentiality terms substantially similar to those in, this Agreement; (c) not copy, reproduce, reverse engineer, de-compile or disassemble any Confidential Information; (d) use the same degree of care as for its own information of like importance, but at least use reasonable care, in safeguarding against disclosure of Confidential Information; (e) promptly notify Discloser upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of this Agreement; and (f) only use the Confidential Information as needed to fulfill its obligations and secure its rights under this Agreement.

**9.3. Exceptions.** Recipient is not obligated to maintain as confidential any information that Recipient can demonstrate by documentation (a) is publicly available at the time of disclosure or becomes available to the public without breach of this Agreement; (b) is lawfully obtained from a third party without a duty of confidentiality to Discloser; (c) is otherwise lawfully known to Recipient prior to such disclosure without a duty of confidentiality to Discloser; (d) is independently developed by Recipient without the use of, or reference to, any of Discloser's Confidential Information or any breach of this Agreement; or (e) is requested and provided via a valid public records request pursuant to Ohio Revised Code 149.43. If the Customer receives a valid public records request, Customer will notify Motorola of the request, so that Motorola has the option to object to the request if it so chooses. Additionally, Recipient may disclose Confidential Information to the extent required by law, including a judicial or legislative order or proceeding.

**9.4. Ownership of Confidential Information.** Subject to Ohio Revised Code 149.43, all Confidential Information is and will remain the property of Discloser and will not be copied or reproduced without the express written permission of Discloser (including as permitted herein). Within ten (10) days of receipt of Discloser's written request, Recipient will return or destroy all Confidential Information to Discloser along with all copies and portions thereof, or certify in writing that all such Confidential Information has been destroyed. However, Recipient may retain (a) one (1) archival copy of the Confidential Information for use only in case of a dispute concerning this Agreement and (b) Confidential Information that has been automatically stored in accordance with Recipient's standard backup or recordkeeping procedures, provided, however that Recipient will remain subject to the obligations of this Agreement with respect to any Confidential Information retained subject to clauses (a) or (b). No license, express or implied, in the Confidential Information is granted to the Recipient other than to use the Confidential Information in the manner and to the extent authorized by this Agreement. Discloser represents and warrants that it is authorized to disclose any Confidential Information it discloses pursuant to this Agreement.

## **10. Proprietary Rights; Data; Feedback.**

**10.1. Data Definitions.** The following terms will have the stated meanings: "**Customer Contact Data**" means data Motorola collects from Customer, its Authorized Users, and their end users for business contact purposes, including marketing, advertising, licensing and sales purposes; "**Service Use Data**" means data generated by Customer's use of the Products and Services or by Motorola's support of the Products and Services, including personal information, product performance and error information, activity logs and date and time of use; "**Customer Data**" means data, information, and content, including images, text, videos, documents, audio, telemetry, location and structured data base records, provided by, through, or on behalf of Customer, its Authorized Users, and their end users through the use of the Products and Services. Customer Data does not include Customer Contact Data, Service Use Data, or information from publicly available sources or other Third-Party Data or Motorola Data; "**Third-Party Data**" means information obtained by Motorola from publicly available sources or its third party content providers and made available to Customer through the Products or Services; "**Motorola Data**" means data owned or licensed by Motorola; "**Feedback**" means comments or information, in oral or written form, given to Motorola by Customer or Authorized Users, including their end users, in connection with or relating to the Products or Services; and "**Process**" or "**Processing**" means any operation or set of operations which is performed on personal

information or on sets of personal information, whether or not by automated means, such as collection,

recording, copying, analyzing, caching, organization, structuring, storage, adaptation, or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

**10.2. Motorola Materials.** Customer acknowledges that Motorola may use or provide Customer with access to software, tools, data, and other materials, including designs, utilities, models, methodologies, systems, and specifications, which Motorola has developed or licensed from third parties (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, or derivative works of the foregoing, whether made by Motorola or another party) (collectively, “**Motorola Materials**”). The Products and Services, Motorola Data, Third-Party Data, and Documentation, are considered Motorola Materials. Except when Motorola has expressly transferred title or other interest to Customer by way of an Addendum or Ordering Document, the Motorola Materials are the property of Motorola or its licensors, and Motorola or its licensors retain all right, title and interest in and to the Motorola Materials (including, all rights in patents, copyrights, trademarks, trade names, trade secrets, know-how, other intellectual property and proprietary rights, and all associated goodwill and moral rights). For clarity, this Agreement does not grant to Customer any shared development rights in or to any Motorola Materials or other intellectual property, and Customer agrees to execute any documents and take any other actions reasonably requested by Motorola to effectuate the foregoing. Motorola and its licensors reserve all rights not expressly granted to Customer, and no rights, other than those expressly granted herein, are granted to Customer by implication, estoppel or otherwise. Customer will not modify, disassemble, reverse engineer, derive source code or create derivative works from, merge with other software, distribute, sublicense, sell, or export the Products and Services or other Motorola Materials, or permit any third party to do so.

**10.3. Ownership of Customer Data.** Customer retains all right, title and interest, including intellectual property rights, if any, in and to Customer Data. Motorola acquires no rights to Customer Data except those rights granted under this Agreement including the right to Process and use the Customer Data as set forth in **Section 10.4 – Processing Customer Data** below and in other applicable Addenda. The Parties agree that with regard to the Processing of personal information which may be part of Customer Data, Customer is the controller and Motorola is the processor, and may engage sub-processors pursuant to **Section 10.4.3 – Sub-processors**.

**10.4. Processing Customer Data.**

10.4.1. **Motorola Use of Customer Data.** To the extent permitted by law, Customer grants Motorola and its subcontractors a right to use Customer Data and a royalty-free, worldwide, non-exclusive license to use Customer Data (including to process, host, cache, store, reproduce, copy, modify, combine, analyze, create derivative works from such Customer Data and to communicate, transmit, and distribute such Customer Data to third parties engaged by Motorola) to (a) perform Services and provide Products under the Agreement, (b) analyze the Customer Data to operate, maintain, manage, and improve Motorola Products and Services, and (c) create new products and services. Customer agrees that this Agreement, along with the Documentation, are Customer’s complete and final documented instructions to Motorola for the processing of Customer Data. Any additional or alternate instructions must be agreed to according to the Change Order process. Customer represents and warrants to Motorola that Customer’s instructions, including appointment of Motorola as a processor or sub-processor, have been authorized by the relevant controller.

10.4.2. **Collection, Creation, Use of Customer Data.** Customer further represents and warrants that the Customer Data, Customer’s collection, creation, and use of the Customer Data (including in connection with Motorola’s Products and Services), and Motorola’s use of such Customer Data in accordance with the Agreement, will comply with all laws and will not violate any applicable privacy notices or infringe any third-party rights (including intellectual property and privacy rights). It is Customer’s responsibility to obtain all required consents, provided all necessary notices, and meet any other applicable legal requirements with respect to collection and use (including Motorola’s use) of the Customer Data as described in the Agreement.

10.4.3. **Sub-processors.** Customer agrees that Motorola may engage sub-processors who in turn may engage additional sub-processors to Process personal data in accordance with this Agreement. When engaging sub-processors, Motorola will enter into agreements with the sub-processors to bind them to data processing obligations to the extent required by law.

**10.5. Data Retention and Deletion.** Except as expressly provided otherwise under the Agreement, Motorola will delete all Customer Data following termination or expiration of this MCA or the applicable Addendum or Ordering Document, with such deletion to occur no later than ninety (90) days following the applicable date of termination or expiration, unless otherwise required to comply with applicable law. Any requests for the exportation or download of Customer Data must be made by Customer to Motorola in writing before expiration or termination, subject to **Section 13.9 – Notices**. Motorola will have no obligation to retain such Customer Data beyond expiration or termination unless the Customer has purchased extended storage from Motorola through a mutually executed Ordering Document.

**10.6. Service Use Data.** Customer understands and agrees that Motorola may collect and use Service Use Data for its own purposes, including the uses described below. Motorola may use Service Use Data to (a) operate, maintain, manage, and improve existing and create new products and services, (b) test products and services, (c) to aggregate Service Use Data and combine it with that of other users, and (d) to use anonymized or aggregated data for marketing, research or other business purposes. Service Use Data may be disclosed to third parties. It is Customer's responsibility to notify Authorized Users of Motorola's collection and use of Service Use Data and to obtain any required consents, provide all necessary notices, and meet any other applicable legal requirements with respect to such collection and use, and Customer represents and warrants to Motorola that it has complied and will continue to comply with this Section.

**10.7. Third-Party Data and Motorola Data.** Motorola Data and Third-Party Data may be available to Customer through the Products and Services. Customer and its Authorized Users may use Motorola Data and Third-Party Data as permitted by Motorola and the applicable Third-Party Data provider, as described in the applicable Addendum. Unless expressly permitted in the applicable Addendum, Customer will not, and will ensure its Authorized Users will not: (a) use the Motorola Data or Third-Party Data for any purpose other than Customer's internal business purposes; (b) disclose the data to third parties; (c) "white label" such data or otherwise misrepresent its source or ownership, or resell, distribute, sublicense, or commercially exploit the data in any manner; (d) use such data in violation of applicable laws; (e) remove, obscure, alter, or falsify any marks or proprietary rights notices indicating the source, origin, or ownership of the data; or (f) modify such data or combine it with Customer Data or other data or use the data to build databases. Additional restrictions may be set forth in the applicable Addendum. Any rights granted to Customer or Authorized Users with respect to Motorola Data or Third-Party Data will immediately terminate upon termination or expiration of the applicable Addendum, Ordering Document, or this MCA. Further, Motorola or the applicable Third-Party Data provider may suspend, change, or terminate Customer's or any Authorized User's access to Motorola Data or Third-Party Data if Motorola or such Third-Party Data provider believes Customer's or the Authorized User's use of the data violates the Agreement, applicable law or Motorola's agreement with the applicable Third-Party Data provider. Upon termination of Customer's rights to use any Motorola Data or Third-Party Data, Customer and all Authorized Users will immediately discontinue use of such data, delete all copies of such data, and certify such deletion to Motorola. Notwithstanding any provision of the Agreement to the contrary, Motorola will have no liability for Third-Party Data or Motorola Data available through the Products and Services. Motorola and its Third-Party Data providers reserve all rights in and to Motorola Data and Third-Party Data not expressly granted in an Addendum or Ordering Document.

**10.8. Feedback.** Any Feedback provided by Customer is entirely voluntary, and will not create any confidentiality obligation for Motorola, even if designated as confidential by Customer. Motorola may use, reproduce, license, and otherwise distribute and exploit the Feedback without any obligation or payment to Customer or Authorized Users and Customer represents and warrants that it has obtained all necessary rights and consents to grant Motorola the foregoing rights.

**10.9. Improvements; Products and Services.** The Parties agree that, notwithstanding any provision of this MCA or the Agreement to the contrary, all fixes, modifications and improvements to the Services or Products conceived of or made by or on behalf of Motorola that are based either in whole or in part on the Feedback, Customer Data, or Service Use Data (or otherwise) are the exclusive property of Motorola and all right, title and interest in and to such fixes, modifications or improvements will vest solely in Motorola. Customer agrees to execute any written documents necessary to assign any intellectual property or other rights it may have in such fixes, modifications or improvements to Motorola.

**11. Force Majeure; Delays Caused by Customer.**

**11.1. Force Majeure.** Except for Customer's payment obligations hereunder, neither Party will be responsible for nonperformance or delayed performance due to events outside of its reasonable control. If performance will be significantly delayed, the affected Party will provide notice to the other Party, and the Parties will agree (in writing) upon a reasonable extension to any applicable performance schedule.

**11.2. Delays Caused by Customer.** Motorola's performance of the Products and Services will be excused for delays caused by Customer or its Authorized Users or subcontractors, or by failure of any assumptions set forth in this Agreement (including in any Addendum or Ordering Document). In the event of a delay under this **Section 11.2 – Delays Caused by Customer**, (a) Customer will continue to pay the Fees as required hereunder, (b) the Parties will agree (in writing) upon a reasonable extension to any applicable performance schedule, and (c) Customer will compensate Motorola for its out-of-pocket costs incurred due to the delay (including those incurred by Motorola's affiliates, vendors, and subcontractors).

**12. Disputes.** The Parties will use the following procedure to resolve any disputes relating to or arising out of this Agreement (each, a "**Dispute**");

**12.1. Governing Law.** All matters relating to or arising out of the Agreement are governed by the laws of the State of Ohio, unless Customer is the United States Government (or an agency thereof), in which case all matters relating to or arising out of the Agreement will be governed by the laws of the State in which the Products and Services are provided. The terms of the U.N. Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply.

**12.2. Litigation, Venue, Jurisdiction** Either Party may submit the Dispute exclusively to a court in Fairfield County, Ohio. Each Party expressly consents to the exclusive jurisdiction of such courts for resolution of any Dispute and to enforce the outcome of any mediation.

**13. General.**

**13.1. Compliance with Laws.** Each Party will comply with applicable laws in connection with the performance of its obligations under this Agreement, including that Customer will ensure its and its Authorized Users' use of the Products and Services complies with law (including privacy laws), and Customer will obtain any FCC and other licenses or authorizations (including licenses or authorizations required by foreign regulatory bodies) required for its and its Authorized Users' use of the Products and Services. Motorola may, at its discretion, cease providing or otherwise modify Products and Services (or any terms related thereto in an Addendum or Ordering Document), in order to comply with any changes in applicable law.

**13.2. Audit; Monitoring.** Motorola will have the right to monitor and audit use of the Products, which may also include access by Motorola to Customer Data and Service Use Data. Customer will provide notice of such monitoring to its Authorized Users and obtain any required consents, including individual end users, and will cooperate with Motorola in any monitoring or audit. Customer will maintain during the Term, and for two (2) years thereafter, accurate records relating to any software licenses granted under this Agreement to verify compliance

with this Agreement. Motorola or a third party ("**Auditor**") may inspect Customer's and, as applicable, Authorized Users' premises, books, and records. Motorola will pay expenses and costs of the Auditor, unless Customer is found to be in violation of the terms of the Agreement, in which case Customer will be responsible for such expenses and costs.

**13.3. Assignment and Subcontracting.** Neither Party may assign or otherwise transfer this Agreement without the prior written approval of the other Party. Motorola may assign or otherwise transfer this Agreement or any of its rights or obligations under this Agreement without consent (a) for financing purposes, (b) in connection with a merger, acquisition or sale of all or substantially all of its assets, (c) as part of a corporate reorganization, or (d) to a subsidiary corporation. Subject to the foregoing, this Agreement will be binding upon the Parties and their respective successors and assigns.

**13.4. Waiver.** A delay or omission by either Party to exercise any right under this Agreement will not be construed to be a waiver of such right. A waiver by either Party of any of the obligations to be performed by the other, or any breach thereof, will not be construed to be a waiver of any succeeding breach or of any other obligation. All waivers must be in writing and signed by the Party waiving its rights.

**13.5. Severability.** If any provision of the Agreement is found by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable, such provision will be deemed to be modified to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law. The remaining provisions of this Agreement will not be affected, and each such provision will be valid and enforceable to the full extent permitted by applicable law.

**13.6. Independent Contractors.** Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership, or formal business organization of any kind.

**13.7. Third-Party Beneficiaries.** The Agreement is entered into solely between, and may be enforced only by, the Parties. Each Party intends that the Agreement will not benefit, or create any right or cause of action in or on behalf of, any entity other than the Parties. Notwithstanding the foregoing, a licensor or supplier of third-party software included in the software Products will be a direct and intended third-party beneficiary of this Agreement.

**13.8. Interpretation.** The section headings in this Agreement are included only for convenience. The words "including" and "include" will be deemed to be followed by the phrase "without limitation". This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

**13.9. Notices.** Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address provided by the other Party by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as FedEx, UPS, or DHL), and will be effective upon receipt.

**13.10. Cumulative Remedies.** Except as specifically stated in this Agreement, all remedies provided for in this Agreement will be cumulative and in addition to, and not in lieu of, any other remedies available to either Party at law, in equity, by contract, or otherwise. Except as specifically stated in this Agreement, the election by a Party of any remedy provided for in this Agreement or otherwise available to such Party will not preclude such Party from pursuing any other remedies available to such Party at law, in equity, by contract, or otherwise.

**13.11. Survival.** The following provisions will survive the expiration or termination of this Agreement for any reason: **Section 2.4 – Customer Obligations; Section 3.4 – Effect of Termination or Expiration; Section 4 – Payment and Invoicing; Section 6.5 – Warranty Disclaimer; Section 8 – Limitation of Liability; Section 9 – Confidentiality; Section 10 – Proprietary Rights; Data; Feedback; Section 11 – Force Majeure; Delays Caused by Customer; Section 12 – Disputes; and Section 13 – General.**

**13.12. Entire Agreement.** This Agreement, including all Addenda and Ordering Documents, constitutes the entire agreement of the Parties regarding the subject matter hereto, and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, and will have the same legal force and effect as if the Parties had executed it as a single

document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase order, acknowledgment, or other form will not be considered an amendment or modification or part of this Agreement, even if a representative of each Party signs such document.

The Parties hereby enter into this MCA as of the Effective Date.

**Motorola: Motorola Solutions, Inc.**

**Customer: Fairfield County EMA**

By: 

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

Name: Chris Hanes

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

Title: Area Sales Manager – Ohio

Title: \_\_\_\_\_

Date: 05/20/2024

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



## Subscription Software Addendum

This Subscription Software Addendum (this “**SSA**”) is entered into between Motorola Solutions, Inc., with offices at 500 W. Monroe Street, Suite 4400, Chicago, IL 60661 (“**Motorola**”) and the entity set forth in the signature block below or in the MCA (“**Customer**”), and will be subject to, and governed by, the terms of the Motorola Solutions Customer Agreement entered into between the Parties, effective as of [insert date] (the “**MCA**”). Capitalized terms used in this SSA, but not defined herein, will have the meanings set forth in the MCA.

**1. Addendum.** This SSA governs Customer’s purchase of Subscription Software (and, if set forth in an Ordering Document, related Services) from Motorola, and will form part of the Parties’ Agreement. Additional Subscription Software-specific Addenda or other terms and conditions may apply to certain Subscription Software, where such terms are provided or presented to Customer.

### **2. Delivery of Subscription Software.**

**2.1. Delivery.** During the applicable Subscription Term (as defined below), Motorola will provide to Customer the Subscription Software set forth in an Ordering Document, in accordance with the terms of the Agreement. Motorola will provide Customer advance notice (which may be provided electronically) of any planned downtime. Delivery will occur upon Customer’s receipt of credentials required for access to the Subscription Software or upon Motorola otherwise providing access to the Subscription Software. If agreed upon in an Ordering Document, Motorola will also provide Services related to such Subscription Software.

**2.2. Modifications.** In addition to other rights to modify the Products and Services set forth in the MCA, Motorola may modify the Subscription Software, any associated recurring Services and any related systems so long as their functionality (as described in the applicable Ordering Document) is not materially degraded. Documentation for the Subscription Software may be updated to reflect such modifications. For clarity, new features or enhancements that are added to any Subscription Software may be subject to additional Fees.

**2.3. User Credentials.** If applicable, Motorola will provide Customer with administrative user credentials for the Subscription Software, and Customer will ensure such administrative user credentials are accessed and used only by Customer’s employees with training on their proper use. Customer will protect, and will cause its Authorized Users to protect, the confidentiality and security of all user credentials, including any administrative user credentials, and maintain user credential validity, including by updating passwords. Customer will be liable for any use of the Subscription Software through such user credential (including through any administrative user credentials), including any changes made to the Subscription Software or issues or user impact arising therefrom. To the extent Motorola provides Services to Customer in order to help resolve issues resulting from changes made to the Subscription Software through user credentials, including through any administrative user credentials, or issues otherwise created by Authorized Users, such Services will be billed to Customer on a time and materials basis, and Customer will pay all invoices in accordance with the payment terms of the MCA.

**2.4. Beta Services.** If Motorola makes any beta version of a software application (“**Beta Service**”) available to Customer, Customer may choose to use such Beta Service at its own discretion, provided, however, that Customer will use the Beta Service solely for purposes of Customer’s evaluation of such Beta Service, and for no other purpose. Customer acknowledges and agrees that all Beta Services are offered “as-is” and without any representations or warranties or other commitments or protections from Motorola. Motorola will determine the duration of the evaluation period for any Beta Service, in its sole discretion, and Motorola may discontinue any Beta Service at any time. Customer acknowledges that Beta Services, by their nature, have not been fully tested and may contain defects or deficiencies.

### **3. Subscription Software License and Restrictions.**

**3.1. Subscription Software License.** Subject to Customer’s and its Authorized Users’ compliance with the Agreement, including payment terms, Motorola hereby grants Customer and its Authorized Users a limited, non-transferable, non-sublicenseable, and non-exclusive license to use the Subscription Software identified in an Ordering Document, and the associated Documentation, solely for Customer’s internal business purposes. The foregoing license grant will be limited to use in the territory and to the number of licenses set forth in an Ordering Document (if applicable), and will continue for the applicable Subscription Term. Customer may access, and use

the Subscription Software only in Customer's owned or controlled facilities, including any authorized mobile sites; provided, however, that Authorized Users using authorized mobile or handheld devices may also log into and access the Subscription Software remotely from any location. No custom development work will be performed under this Addendum.

**3.2. End User Licenses.** Motorola may use, engage, resell, or otherwise interface with third-party software, hardware or services providers (such as, for example, third-party end point detection and response providers) and other sub-processors, who in turn may engage additional sub-processors to process personal data and other Customer Data. Customer agrees that such third-party software or services providers, sub-processors or their respective sub-processors may process and use personal and other Customer Data in accordance with and subject to their own respective licenses or terms and in accordance with applicable law. Customer authorizes and will provide and obtain all required notices and consents, if any, and comply with other applicable legal requirements, if any, with respect to such collection and use of personal data and other Customer Data by Motorola, and its subcontractors, sub-processors and/or third-party software, hardware or services providers. Notwithstanding any provision to the contrary, to the extent the use or performance of certain Services is governed by any separate license, data requirement, EULA, privacy statement, or other applicable agreement, including terms governing third-party software, hardware or services, including open source software, Customer will comply, and ensure its Authorized Users comply, with any such agreements or terms, which shall govern any such Services.

**3.3. Customer Restrictions.** Customers and Authorized Users will comply with the applicable Documentation and the copyright laws of the United States and all other relevant jurisdictions (including the copyright laws where Customer uses the Subscription Software) in connection with their use of the Subscription Software. Customer will not, and will not allow others including the Authorized Users, to make the Subscription Software available for use by unauthorized third parties, including via a commercial rental or sharing arrangement; reverse engineer, disassemble, or reprogram software used to provide the Subscription Software or any portion thereof to a human-readable form; modify, create derivative works of, or merge the Subscription Software or software used to provide the Subscription Software with other software; copy, reproduce, distribute, lend, or lease the Subscription Software or Documentation for or to any third party; take any action that would cause the Subscription Software, software used to provide the Subscription Software, or Documentation to be placed in the public domain; use the Subscription Software to compete with Motorola; remove, alter, or obscure, any copyright or other notice; share user credentials (including among Authorized Users); use the Subscription Software to store or transmit malicious code; or attempt to gain unauthorized access to the Subscription Software or its related systems or networks.

#### **4. Term.**

**4.1. Subscription Terms.** The duration of Customer's subscription to the first Subscription Software and any associated recurring Services ordered under this SSA (or the first Subscription Software or recurring Service, if multiple are ordered at once) will commence upon delivery of such Subscription Software (and recurring Services, if applicable) and will continue for a twelve (12) month period or such longer period identified in an Ordering Document (the "**Initial Subscription Period**"). Following the Initial Subscription Period, Customer's subscription to the Subscription Software and any recurring Services will automatically renew for additional twelve (12) month periods (each, a "**Renewal Subscription Year**"), unless either Party notifies the other Party of its intent not to renew at least thirty (30) days before the effective date of termination of the then-current Subscription Term. (The Initial Subscription Period and each Renewal Subscription Year will each be referred to herein as a "**Subscription Term**".) Motorola may increase Fees prior to any Renewal Subscription Year. In such case, Motorola will notify Customer of such proposed increase no later than thirty (30) days prior to commencement of such Renewal Subscription Year. Unless otherwise specified in the applicable Ordering Document, if Customer orders any additional Subscription Software or recurring Services under this SSA during an in-process Subscription Term, the subscription for each new Subscription Software or recurring Service will (a) commence upon delivery of such Subscription Software or recurring Service, and continue until the conclusion of Customer's then-current Subscription Term (a "**Partial Subscription Year**"), and (b) automatically renew for Renewal Subscription Years thereafter, unless either Party notifies the other Party of its intent not to renew at least thirty (30) days before the effective date of termination of the then-current Subscription Term. Thus, unless otherwise specified in the applicable Ordering Document, the Subscription Terms for all Subscription Software and recurring Services hereunder will be synchronized.

**4.2. Term.** The term of this SSA (the “**SSA Term**”) will commence upon either (a) the Effective Date of the MCA, if this SSA is attached to the MCA as of such Effective Date, or (b) the SSA Date set forth on the signature page below, if this SSA is executed after the MCA Effective Date, and will continue until the expiration or termination of all Subscription Terms under this SSA, unless this SSA or the Agreement is earlier terminated in accordance with the terms of the Agreement.

**4.3. Termination.** Notwithstanding the termination provisions of the MCA, either party may terminate this SSA (or any Addendum or Ordering Documents hereunder), or suspend delivery of Subscription Software or Services, immediately if (a) either party breaches **Section 3 – Subscription Software License and Restrictions** of this SSA, or any other provision related to Subscription Software license scope or restrictions set forth in an Addendum or Ordering Document, or (b) it determines that either party’s use of the Subscription Software poses, or may pose, a security or other risk or adverse impact to any Subscription Software, Motorola, Motorola’s systems, or any third party (including other Motorola customers). Customer acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Subscription Software and Documentation, and that Customer’s breach of the Agreement may result in irreparable harm to Motorola for which monetary damages would be inadequate. If Customer breaches this Agreement, in addition to termination, Motorola may be entitled to all available remedies at law or in equity (including immediate injunctive relief).

**4.4. Wind Down of Subscription Software.** In addition to the termination rights in the MCA, Motorola may terminate any Ordering Document and Subscription Term, in whole or in part, in the event Motorola plans to cease offering the applicable Subscription Software or Service to customers.

## **5. Payment.**

**5.1. Payment.** Unless otherwise provided in an Ordering Document (and notwithstanding the provisions of the MCA), Customer will prepay an annual subscription Fee set forth in an Ordering Document for each Subscription Software and associated recurring Service, before the commencement of each Subscription Term. For any Partial Subscription Year, the applicable annual subscription Fee will be prorated based on the number of months in the Partial Subscription Year. The annual subscription Fee for Subscription Software and associated recurring Services may include certain one-time Fees, such as start-up fees, license fees, or other fees set forth in an Ordering Document. Motorola will have the right to suspend the Subscription Software and any recurring Services if Customer fails to make any payments when due. The parties acknowledge that pricing for Cyber Services is dependent on the full term or subscription periods specified in any such Ordering Document. Motorola will have the right to suspend the Services if Customer fails to make any payments when due

**5.2. License True-Up.** Motorola will have the right to conduct an audit of total user licenses credentialed by Customer for any Subscription Software during a Subscription Term, and Customer will cooperate with such audit. If Motorola determines that Customer’s usage of the Subscription Software during the applicable Subscription Term exceeded the total number of licenses purchased by Customer, Motorola may invoice Customer for the additional licenses used by Customer, pro-rated for each additional license from the date such license was activated, and Customer will pay such invoice in accordance with the payment terms in the MCA.

**5.3. Customer Data.** For avoidance of doubt, for Cyber Services so long as not specifically identifying the Customer, “Customer Data,” as defined in the MCA, shall not include, and Motorola shall be free to use, share and leverage security threat intelligence and mitigation data generally, including without limitation, third party threat vectors and IP addresses, file hash information, domain names, malware signatures and information, information obtained from third party sources, indicators of compromise, and tactics, techniques, and procedures used, learned or developed in the course of providing Services

**5.4. Future Regulatory Requirements.** The Parties acknowledge and agree that Cyber Service is an evolving technological area and therefore, laws and regulations regarding Services may change. Changes to existing Services required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Services.

## **6. Liability.**

**6.1. ADDITIONAL EXCLUSIONS.** IN ADDITION TO THE EXCLUSIONS FROM DAMAGES SET FORTH IN THE MCA, AND NOTWITHSTANDING ANY PROVISION OF THE AGREEMENT TO THE CONTRARY, MOTOROLA WILL HAVE NO LIABILITY FOR (A) INTERRUPTION OR FAILURE OF CONNECTIVITY, VULNERABILITIES, OR SECURITY EVENTS; (B) DISRUPTION OF OR DAMAGE TO CUSTOMER'S OR THIRD PARTIES' SYSTEMS, EQUIPMENT, OR DATA, INCLUDING DENIAL OF ACCESS TO USERS, OR SHUTDOWN OF SYSTEMS CAUSED BY INTRUSION DETECTION SOFTWARE OR HARDWARE; (C) AVAILABILITY OR ACCURACY OF ANY DATA AVAILABLE THROUGH THE SUBSCRIPTION SOFTWARE OR SERVICES, OR INTERPRETATION, USE, OR MISUSE THEREOF; (D) TRACKING AND LOCATION-BASED SERVICES; OR (E) BETA SERVICES.

**6.2. Direct Damages.** For avoidance of doubt, notwithstanding the limitation set out in Section 8.2 of the MCA, the direct damages limitation for Cyber services provided under this SSA and limited to the fees, or the portion of fees, relating only to the Cyber Security Services under this SSA, even if such Services are offered or bundled with other Motorola services.

**6.3. Voluntary Remedies.** Motorola is not obligated to remedy, repair, replace, or refund the purchase price for the disclaimed or excluded issues in the MCA or **Section 6.1 – Additional Exclusions** above, but if Motorola agrees to provide Services to help resolve such issues, Customer will reimburse Motorola for its reasonable time and expenses, including by paying Motorola any Fees set forth in an Ordering Document for such Services, if applicable.

**7. Motorola as a Controller or Joint Controller.** In all instances where Motorola acts as a controller of data, it will comply with the applicable provisions of the Motorola Privacy Statement at [https://www.motorolasolutions.com/en\\_us/about/privacy-policy.html#privacystatement](https://www.motorolasolutions.com/en_us/about/privacy-policy.html#privacystatement), as may be updated from time to time. Motorola holds all Customer Contact Data as a controller and shall Process such Customer Contact Data in accordance with the Motorola Privacy Statement. In instances where Motorola is acting as a joint controller with Customer, the Parties will enter into a separate Addendum to the Agreement to allocate the respective roles as joint controllers.

**8. Survival.** The following provisions will survive the expiration or termination of this SSA for any reason: **Section 4 – Term; Section 5 – Payment; Section 6.1 – Additional Exclusions; Section 8 – Survival.**

## ROUTING FORM FOR CONTRACTS

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

- A. ☐ Goods and/or Services in excess of \$75,000.00—competitively selected via an Invitation to Bid, pursuant to R.C. 307.86-307.92
- B. ☐ Goods and/or Services in excess of \$75,000.00—competitively selected via a Request for Proposals, pursuant to R.C. 307.862
- C. ☐ 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 \$75,000
  2. ☐ State Term #: \_\_\_\_\_ (copy of State Term Contract must be attached)
  3. ☐ ODOT Term #: \_\_\_\_\_ (See R.C. 5513.01)
  4. ☐ Professional Services (See the list of exempted occupations/services under R.C. 307.86)
  5. ☐ Emergency (Follow procedure under ORC 307.86(A))
  6. ☐ Sole Source (attach documentation as to why contract is sole source)
  7. ☐ Other: \_\_\_\_\_ (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 \$75,000 (as applicable)
  4. ☐ Purchase Order is included with Agreement

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.



\_\_\_\_\_  
Name and Title

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



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: **Motorola**  
Date: **6/7/2024 8:32:51 AM**

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

Name/Organization	Address
Forte Promotions Group, Inc.	13700 York 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.

Prosecutor's Approval Page

Resolution No.

A Resolution Authorizing an Agreement for the installation of security cameras and access control with Motorola.

(Fairfield County Facilities)

Approved as to form on 7/3/2024 2:48:38 PM by Amy Brown-Thompson,

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

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

Signature Page

Resolution No. 2024-07.09.bb

A Resolution Authorizing an Agreement for the Installation of Security Cameras and Access Control with Motorola

(Fairfield County Facilities)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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



**A resolution to approve additional appropriations by appropriating from unappropriated into a major expense object category – Fund #7521 – Family Children First Council**

**WHEREAS**, appropriate from unappropriated into major expense category of Materials & Supplies for org#60752100 is necessary for the expenses; and

**WHEREAS**, we need additional appropriations in our Contractual Services because we did not budget enough for Contractual Services.

---

**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 \$19,945.00 for the major expense object categories:

60752100 Contractual Services \$19,945.00

---

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

***Section 1.***

*60752100 530000 - \$19,945.00 Contractual Services*

*Prepared by: Morgan Fox, Fiscal Officer on behalf of FCFC*

Signature Page

Resolution No. 2024-07.09.cc

A resolution to approve additional appropriations by appropriating from unappropriated into a major expense object category – Fund #7521 – Family Children First Council

(Fairfield County Family 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 a memo exp./ memo receipt for the costs of Personnel for May Activity paid to Fairfield County Health Departments as a memo expenditure for fund# 7521 Family Children First Council**

**WHEREAS**, FCFC is responsible for paying the Health Department for their Personnel for May Activity 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- 434430 Reimbursement - \$4,638.46

This amount represents monies owed to the Health Department for FCFC'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 FCFC's Personnel for May Activity costs

Memo expenditure as referenced in supporting documentation:

Vendor # 2340 Fairfield County Health Department

Account: 60819522-530000 Contractual Services

Amount: \$4,638.46

Prepared by: Morgan Fox, Fiscal Officer

cc: Jamie Ehorn, Fairfield County Health Department



1550 Sheridan Drive, Suite 100  
Lancaster, OH 43130  
Phone 740.652.2810

June 24, 2024  
2024-014 SC

DESCRIPTION	AMOUNT
Total Personnel for May Activity	\$4,483.69
Contracts	\$154.77
<b>TOTAL</b>	<b>\$ 4,638.46</b>

Please make all checks payable to **Fairfield County Health Department.**  
If you have any questions concerning this invoice, call 740-652-2800.

**THANK YOU!**

### Billable Expenses

END DATE: 9/30/2024

	1st Quarter				2nd Quarter				3rd Quarter				4th Quarter							
	January	February	March	TOTAL	April	May	June	TOTAL	July	August	September	TOTAL	October	November	December	TOTAL	YTD TOTAL	BUDGET	VARIANCE	
PERSONNEL																				
Hannah Montoya	\$ 50.90	\$ 67.00	\$ 24.00	\$ 97.00	\$ 27.00	\$ 34.00		\$ 61.50				\$ 0.00				\$ 0.00	148.50	0.00	148.50	
Bethany Carson	\$ 50.90	\$ 67.00	\$ 60.00	\$ 188.50	\$ 72.25	\$ 70.50		\$ 148.54				\$ 0.00				\$ 0.00	337.34	0.00	337.34	
Joe Ebel	\$ 10.00	\$ 7.50	\$ 5.00	\$ 22.50	\$ 4.50	\$ 4.50		\$ 9.00				\$ 0.00				\$ 0.00	0.00	0.00	0.00	
Larry Ellis	\$ 0.00	\$ 0.00	\$ 6.00	\$ 18.00	\$ 0.00	\$ 6.00		\$ 12.00				\$ 0.00				\$ 0.00	30.00	0.00	30.00	
Roxanne Harmon	\$ 6.75	\$ 6.75	\$ 6.75	\$ 20.25	\$ 6.75	\$ 6.75		\$ 13.50				\$ 0.00				\$ 0.00	0.00	0.00	0.00	
Total Hours																				
Hannah Montoya	\$ 1,995.90	\$ 1,017.00	\$ 807.00	\$ 2,922.00	\$ 408.28	\$ 1,190.96		\$ 2,088.06				\$ -				\$ -	\$ 4,995.54	\$ 9,587.18	\$ (4,591.62)	
Bethany Carson	\$ 1,786.32	\$ 2,158.75	\$ 2,125.64	\$ 6,073.51	\$ 2,322.51	\$ 2,491.75		\$ 4,795.66				\$ -				\$ -	\$ 10,869.17	\$ 18,364.91	\$ (7,495.74)	
Joe Ebel	\$ 735.28	\$ 551.45	\$ 387.83	\$ 1,654.34	\$ 330.87	\$ 330.87		\$ 661.73				\$ -				\$ -	\$ 2,316.07	\$ 5,208.18	\$ (2,892.11)	
Larry Ellis	\$ 324.70	\$ 324.70	\$ 324.70	\$ 974.09	\$ 324.70	\$ 324.70		\$ 649.40				\$ -				\$ -	\$ 1,623.49	\$ 3,815.40	\$ (2,191.91)	
Roxanne Harmon	\$ 199.78	\$ 199.78	\$ 199.78	\$ 599.38	\$ 199.79	\$ 199.79		\$ 399.59				\$ -				\$ -	\$ 998.97	\$ 2,108.89	\$ (1,109.92)	
Total Wages	\$ 4,141.28	\$ 4,260.71	\$ 3,826.02	\$ 12,228.00	\$ 4,091.55	\$ 4,483.69		\$ 8,575.24				\$ -				\$ -	\$ 20,803.24	\$ 39,084.94	\$ (18,281.30)	
OTHER DIRECT																				
Supplies				\$ -				\$ -				\$ -				\$ -	\$ -	\$ 60.30	\$ (60.30)	
Total Cost	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -				\$ -				\$ -	\$ -	\$ 60.30	\$ (60.30)	
EQUIPMENT																				
Total Cost	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -				\$ -				\$ -	\$ -	\$ -	\$ -	
CONTRACT SERVICES																				
Social Media Services		\$ 116.45	\$ 306.68	\$ 423.33	\$ 402.99	\$ 154.77		\$ 557.76				\$ -				\$ -	\$ 981.09	\$ 3,400.00	\$ (2,418.91)	
Total Cost	\$ -	\$ 116.45	\$ 306.68	\$ 423.33	\$ 402.99	\$ 154.77		\$ 557.76				\$ -				\$ -	\$ 981.09	\$ 3,400.00	\$ (2,418.91)	
INDIRECT COSTS																				
Indirect Rate				\$ -				\$ -				\$ -				\$ -	\$ -	\$ -	\$ -	
TOTAL EXPENSES																				
Total Expenses	\$ 4,141.28	\$ 4,377.16	\$ 4,132.90	\$ 12,651.33	\$ 4,494.54	\$ 4,638.46		\$ 9,133.00				\$ -				\$ -	\$ 21,784.33	\$ 42,544.84	\$ 20,760.51	
GRANT INCOME																				
Current Year Grant	\$ -	\$ -	\$ 141.29	\$ 4,141.28	\$ 8,510.06	\$ 4,484.56		\$ 13,004.90				\$ -				\$ -	\$ 17,145.88	\$ 42,544.84	\$ (25,398.96)	

Resolution No. 2024-07.09.dd

A resolution to approve a memo exp./ memo receipt for the costs of Personnel for May Activity paid to Fairfield County Health Departments as a memo expenditure for fund# 7521 Family Children First Council

(Fairfield County Family 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 # 2599 – Workforce Fund - Fairfield County JFS**

**WHEREAS**, appropriate from unappropriated into major expense category of Contractual Services for org# 12259907 is necessary for the expenses; and

**WHEREAS**, we need more appropriations in our Contractual Services for expenses that the agency needs paid.

---

**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 \$25,000.00 for the major expense object categories:

12259907 Contractual Services \$25,000.00

---

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

***Section 1.***

*12259907 550000 Other Purchased Services \$25,000.00*

Prepared by: Morgan Fox, Fiscal Officer

Resolution No. 2024-07.09.ee

A resolution to approve additional appropriations by appropriating from unappropriated into a major expense object category – Fund # 2599 – Workforce Fund - Fairfield County JFS

(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 receipt and expenditure for Fairfield County Job & Family Services, Fund 2072 reimbursing Fund 2018**

**WHEREAS,** Fairfield County Job & Family Services and the Fairfield County Children Services Agency merged operations effective October 1, 1995, and

**WHEREAS,** Fairfield County Job & Family Services expended funds and expects to expend funds from the public assistance fund for costs attributable to the Children Services division of Job and Family Services, and

**WHEREAS,** the Children Services division has received funds to cover these costs and such funds have been deposited in the children services fund (2072) as required, and

**WHEREAS,** it is necessary for the public assistance fund (2018) to recover costs from the children services fund (2072),

**NOW THEREFORE,**

---

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

---

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

12201807-434007 REIMCS (Reimbursement from Children Services)

\$ 1,140,675.45

This amount represents costs owed to the PA fund.

Section 2. That the Fairfield County Board of Commissioners approves the following expenditure of shared costs and requests that the Fairfield County Auditor accomplish the transaction as if a regular County Auditor warrant, reimbursing the public assistance fund for costs incurred by the Children Services division.

2024-07.09.ff

**A resolution to approve a memo receipt and expenditure for Fairfield County Job & Family Services, Fund 2072 reimbursing Fund 2018**

Memo expenditure as referenced in supporting documentation:

Vendor: 06396 Job and Family Services

Account: 12207207 900000 reimburse Public Assistance

Amount: \$ 1,140,675.45

***Subject to final quarterly reconciliation from ODJFS***

*Prepared by: Josh Crawford, Deputy Director of JFS Finance*

*Cc: JFS Finance*

2024							
Jan-24	\$ 490,881.02		\$ 490,881.02	\$ 1,267,617.09	\$ 244,639.85	Resolutions 2024-01.09.cc and 2024-01.23.n	
Feb-24	\$ 492,883.94		\$ 492,883.94	\$ 485,615.13	\$ 251,908.66	2024-02.27.i	
Mar-24	\$ 260,053.65		\$ 260,053.65	\$ 492,883.94	\$ 19,078.37	2024-04.02.m	\$ 161
Apr-24	\$ 523,001.99		\$ 523,001.99	\$ 260,053.65	\$ 282,026.71	2024-04.16.v	
May-24	\$ 858,648.74		\$ 858,648.74	\$ -	\$ 1,140,675.45		
Jun-24	\$ 555,296.00		\$ 555,296.00	\$ -	\$ 1,695,971.45		\$ 8.
Jul-24	\$ 555,296.00		\$ 555,296.00	\$ -	\$ 2,251,267.45		
Aug-24	\$ 555,296.00		\$ 555,296.00	\$ -	\$ 2,806,563.45		
Sep-24	\$ 555,296.00		\$ 555,296.00	\$ -	\$ 3,361,859.45		\$ 165
Oct-24	\$ 555,296.00		\$ 555,296.00	\$ -	\$ 3,917,155.45		
Nov-24	\$ 555,296.00		\$ 555,296.00	\$ -	\$ 4,472,451.45		
Dec-24	\$ 555,296.00		\$ 555,296.00	\$ -	\$ 5,027,747.45		\$ 161
Total	\$ 6,512,541.34	\$ -	\$ 6,512,541.34	\$ 2,506,169.81	N/A	Totals	\$ 571

Thank you!

**Morgan Fox, Fiscal Officer**  
Finance

239 West Main Street  
Lancaster, OH 43130

fcifs.org

740-652-7602 (T)  
740-689-6735 (F)



SAFE Children • STABLE Families • STRONG Community



Resolution No. 2024-07.09.ff

A resolution to approve a memo receipt and expenditure for Fairfield County Job & Family Services, Fund 2072 reimbursing Fund 2018

(Fairfield County Job and Family Services)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

**A resolution authorizing the approval of Amendment #2.1 to the FY24 Grant Agreement between Fairfield County Juvenile Court and Ohio Department of Youth Services.**

**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 FY24 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, 2023 to June 30, 2024 is hereby approved.

Prepared by: Alisha Hoffman  
cc: Juvenile Court

**Amendment Form / Fiscal Accountability**  
**(To Replace Attachment A Page 1 of the Grant Agreement)**

County: <u>Y24 FAIRFIELD 07.02.2024</u>		Amendment #	<u>FAIRFIELD #2.1</u>
<b>Allocations</b>			
FY 2024 Tentative Base Allocation (YSG/510)	(1A)	\$	<u>220,408.00</u>
FY 2024 Tentative Variable Allocation (RECLAIM/401)	(2A)	\$	<u>644,986.19</u>
FY 2024 Supplemental RECLAIM Allocation	(3A)	\$	<u>                    </u>
FY 2024 Targeted RECLAIM Allocation	(4A)	\$	<u>                    </u>
FY 2024 Competitive RECLAIM Allocation	(5A)	\$	<u>140,500.00</u>
FY 2024 JDAI Allocation	(6A)	\$	<u>                    </u>
FY 2024 Y/E EVB Program Development Allocation	(7A)	\$	<u>70,291.91</u>
FY 2024 Behavioral Health/Juvenile Justice (BHJJ)	(8A)	\$	<u>                    </u>
<b>Allocations Subtotal</b>		(A)	<b>\$ <u>1,076,186.10</u></b>
<b>Tentative Carryover Balance as of 6/30/23 and Carryover Limit</b>			
Subsidy Grant Carryover (YSG + RECLAIM)*	(1B)	\$	<u>60,535.28</u>
Targeted RECLAIM Carryover	(2B)	\$	<u>                    </u>
Competitive RECLAIM Carryover	(3B)	\$	<u>65,125.26</u>
JDAI Carryover	(4B)	\$	<u>                    </u>
Y/E EVB Program Development Carryover (include any former HB-153 Funds)	(5B)	\$	<u>133,485.26</u>
Behavioral Health/Juvenile Justice (BHJJ)	(6B)	\$	<u>                    </u>
<b>Tentative Carryover Subtotal</b>		(B)	<b>\$ <u>259,145.80</u></b>
<b>Carryover Limit</b>		(C)	<b>\$ <u>192,612.92</u></b>
(25% of Total FY 2022 RECLAIM and Youth Services Grant Allocations)			
<b>Exemptions</b>			
Subsidy Grant Carryover Exemption (YSG + RECLAIM)*	(1D)	\$	<u>                    </u>
Targeted RECLAIM Exemption	(2D)	\$	<u>                    </u>
Competitive RECLAIM Exemption	(3D)	\$	<u>65,125.26</u>
JDAI Exemption	(4D)	\$	<u>                    </u>
Y/E EVB Program Development	(5D)	\$	<u>133,485.26</u>
Behavioral Health/Juvenile Justice (BHJJ)	(6D)	\$	<u>                    </u>
<b>Total Exemptions</b>		(D)	<b>\$ <u>198,610.52</u></b>
<b>Withholdings</b>			
Subsidy Grant (YSG + RECLAIM)*	(1E)	\$	<u>                    </u>
Targeted RECLAIM	(2E)	\$	<u>                    </u>
Competitive RECLAIM	(3E)	\$	<u>                    </u>
JDAI	(4E)	\$	<u>                    </u>
Y/E EVB Program Development	(5E)	\$	<u>                    </u>
Behavioral Health/Juvenile Justice (BHJJ)	(6E)	\$	<u>                    </u>
<b>Withholding Estimate (to be withheld from FY 2024 payments)</b>		(E)	<b>\$ <u>-</u></b>
<b>Available Program Funds</b>			
Subsidy Grant (YSG + RECLAIM)*	(1F)	\$	<u>925,929.47</u>
Targeted RECLAIM	(2F)	\$	<u>                    </u>
Competitive RECLAIM	(3F)	\$	<u>205,625.26</u>
JDAI	(4F)	\$	<u>                    </u>
Y/E EVB Program Development	(5F)	\$	<u>203,777.17</u>
Behavioral Health/Juvenile Justice (BHJJ)	(6F)	\$	<u>                    </u>
<b>Total Available FY 2024 Program Funds</b>		(F)	<b>\$ <u>1,335,331.90</u></b>
<b>Estimated Program Costs</b>			
Subsidy Grant Estimated Program Costs (YSG & RECLAIM)*	(1G)	\$	<u>801,488.35</u>
Targeted RECLAIM Estimated Program Costs	(2G)	\$	<u>                    </u>
Competitive RECLAIM Estimated Program Costs	(3G)	\$	<u>135,125.26</u>
JDAI Estimated Program Costs	(4G)	\$	<u>                    </u>
Y/E EVB Program Development Costs	(5G)	\$	<u>146,588.33</u>
Behavioral Health/Juvenile Justice (BHJJ)	(6G)	\$	<u>                    </u>
<b>Total Estimated FY 2024 Expenditures</b>		(G)	<b>\$ <u>1,083,201.94</u></b>
<b>Unallocated Funds</b>			
Subsidy Grant Unallocated (YSG & RECLAIM)*	(1H)	\$	<u>124,441.12</u>
Targeted RECLAIM Unallocated	(2H)	\$	<u>                    </u>
Competitive RECLAIM Unallocated	(3H)	\$	<u>70,500.00</u>
JDAI Unallocated	(4H)	\$	<u>                    </u>
Y/E EVB Program Development Unallocated	(5H)	\$	<u>57,188.84</u>
Behavioral Health/Juvenile Justice (BHJJ)	(6H)	\$	<u>                    </u>
<b>Total Unallocated FY 2024 Funds</b>		(H)	<b>\$ <u>252,129.96</u></b>
* Supplemental Allocation included in RECLAIM amount			



**ATTACHMENT A**  
**Page 2**

County: FAIRFIELD 07.02.2024

Prepared By: ALISHA HOFFMAN

FY: 24

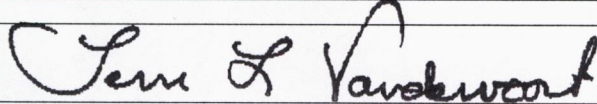
Phone # 740.652.7494

Amendment # FAIRFIELD #2.1

Amendment Type: Realignment of Funds

Funding Category	Activity Purpose	Local Program Name	Current Budget	Adjustment (+/-)	Program Funding
Subsidy Grant	Behavioral Change Hybrid	Diversion	\$ 736,482.87	\$ (37,087.52)	\$ 699,395.35
Subsidy Grant	Grant Administration	JDAI	\$ 50,971.75	\$ 1,121.25	\$ 52,093.00
Subsidy Grant	Skill Knowledge	Workforce Development	\$ 50,000.00		\$ 50,000.00
Competitive RECLAIM	Behavioral Change	Community-Based Respite	\$ 100,000.00		\$ 100,000.00
Competitive RECLAIM	Support Activity Tracking	Skill Building and Engagement Class	\$ 35,125.26		\$ 35,125.26
Y/E EVB Program Development	Behavioral Change Hybrid	Resource Center	\$ 52,815.13	\$ (10,866.80)	\$ 41,948.33
Y/E EVB Program Development	Program Development	Carey Guides, Bits, CQI, ROCA, and Other	\$ 32,800.00	\$ 71,840.00	\$ 104,640.00
<b>Total Program Costs</b>			<b>\$ 1,058,195.01</b>	<b>\$ 25,006.93</b>	<b>\$ 1,083,201.94</b>

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 of Community-Based School Attendance Intervention, Cyber Safety, Roca and/or other trainings. Alignment of funds in Diversion, Resource Center, and Carey Guides, Bits, CQI, ROCA, and Other.

Signatures:   
 Administrative Judge \_\_\_\_\_ Date \_\_\_\_\_  
 President, County Commissioners / County Executive \_\_\_\_\_ Date \_\_\_\_\_



## Purchased or Contract Services Budget Form

COUNTY: IELD FY24 AMENDMENT #2.1 0

**FUNDING CATEGORY:** Y/E EVB Program Development

**Activity Purpose:** Program Development

**LOCAL PROGRAM / ACTIVITY NAME:** CAREY GUIDES, BITS, CQI, ROCA and Other

[illegible]

Note: If the services to be provided are out-of-home placement, the facilities must either be approved by the Department of Youth Services per the minimum standards or licensed by the authorized state agency.



# PROGRAM DEVELOPMENT NARRATIVE

THIS FORM MUST BE SUBMITTED WITH THE FY 2024 JUVENILE COURT GRANT AGREEMENT AND FUNDING APPLICATION THAT IS DUE ON JUNE 1, 2023.

## REQUIREMENTS:

### Program Development

- This form must be completed by courts that are using grant funds for program development activities. Please fill in all applicable fields where activities are being proposed (i.e. technical assistance, training, etc.).
- Funds can be used for technical assistance, training, and/or quality assurance related to evidence-based programming.

## GENERAL INFORMATION

Name of County	Fairfield
EVB Intervention(s)	Carey Guides, BITS, CQI, Roca, Training, and Other

## TECHNICAL ASSISTANCE DESCRIPTION

The Carey Group shall provide training for state-wide participants comprised of BITS sessions for line staff and/or Continuous Quality Improvement Training session for supervisors.

Roca shall provided training for state-wide partipants comprised of Rewire CBT Training, Supervisor Coaching, Facilitator in Training, and Rewire4 Training for Law Enforcement

Trauma Institute CRM Teacher Certification and Material Use.

Motivational Interviewing Training Materials.

Additional training opportunities as idntified and offered to staff, as first approved by DYS.

Respite stays beyond the 5th night up; nights 6 through and inlcuding 10th night, maximum at a per diem of \$140.00 as agreed to with The Villiage Network.

## TRAINING DESCRIPTION

The Carey Group shall provide state-wide training sessions as described below for line and supervisory staff:

Carey Guide Training Tools, 4 sessions for direct service staff, one Supervisor Training, and a Train the Trainer Session. Possible logistical costs to be included, if training is held in person.

Registration shall be offered state-wide and sign-in sheets shall be provded by the Carey Group and/or other approved training facilitator at the conclusion of each training to confirm the total state-wide participants was met and the training agreement was fulfilled.

Roca shall provided state-wide training sessions as described below:

Roca shall train and coach six cohorts of Ohio DYS staff, supervisors, and system partners in Rewire CBT. Prepare four Ohio DYS staff to become Rewire CBT Facilitators within their home organization, and train four cohorts of Ohio DYS law enforcement system partners in Rewire.

Roca Trainings to transpire as outlined in the approved Scope of Work dated 04.16.2024.

Trauma Institute CRM Teacher Certification and Material Use training for one full time behaviorial health counselor to become a faciiliator for staff.

Motivational Interviewing Training Materials to be purchased for continued educational and training for staff.

Respite stays for nights 6 through and to include 10th night shall be detailed on an invoice as detailed in the contract, reviewed and approved by finance.

Any additional training opportunities as identified and offered for staff and/or Respite stays beyond the fifth night to be paid with any unallocated funds as first approved by DYS

QUALITY ASSURANCE DESCRIPTION

Proposals with the Carey Group and Roca, Inc. will be executed for a total of potential cost of 47,000 for Carey Group and 220,950 for Roca, Inc.

Registration lists to be provided and at the conclusion of all training opportunities offered, it will be confirmed that the total number of state-wide participants were met and the training agreements were fulfilled.

Trauma Institute Certificate of Completion shall be provided at conclusion of training.

Respite stays shall be verified by Deputy Director of Resource Center, invoicing and payment to be completed as listed in the terms of the agreement.

Registration lists to be provided and at the conclusion of all training opportunities offered, it will be confirmed that the total number of state-wide participants were met and the training agreements were fulfilled.

Court Contact Person	LeAnna Shaeffer	E-Mail Address	leanna.shaeffer@fairfieldcountyohio.gov
Phone Number	740.652.7465		



Resolution No. 2024-07.09.gg

A Resolution Authorizing the Approval of Amendment #2.1 to the FY24 Grant Agreement between Fairfield County Juvenile Court and 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 a contract agreement by  
Fairfield County Board of County Commissioners and Nash Builders.**

**WHEREAS,** Regional Planning is requesting the Board of Commissioners approval of a contract agreement with Nash Builders. 3532 Delmont Rd SW, Lancaster, Ohio 43130; and

**WHEREAS,** the purpose of the contract agreement is to CDBG Program Year 2022, Village of Pleasantville – Ballfield Improvements; and

**WHEREAS,** this agreement shall be effective May 29, 2024 through November 22, 2024.

---

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

---

**Section 1.** That the Fairfield County Board of Commissioners hereby approves the attached contract agreement with Nash Builders.

Prepared by: Joshua Hillberry  
cc: Regional Planning

**CERTIFICATE OF COMPLIANCE**  
**WITH FEDERAL LABOR STANDARDS PROVISIONS**

I, the undersigned Rodney E Nash, the duly authorized representative of Nash Builders (hereinafter referred to as the contractor), do hereby certify that I have examined the Federal Labor Standards Provisions (HUD-4010) with related certificates and documents, and all of the conditions surrounding these provisions including, but not limited to the following:

1. The contractor is responsible for employing only eligible sub-contractors who have certified eligibility in written contracts containing Federal Labor Standards Provisions.
2. The contractor is responsible for the payment of federal prevailing wage rates by its sub-contractors while performing work under this contract. If the sub-contractor fails to pay the prevailing wages as specified in this contract, the prime contractor may be required to make appropriate restitution to the underpaid workers.
3. The contractor is responsible for collecting weekly certified payrolls from its sub-contractors, review said payrolls for compliance with the federal wage rates, and forward same to the local government contract authority.
4. The contractor also understands that only those classifications listed in the original bid documents are applicable to this job, and no special classifications may be incorporated after contract award.

The prime contractor hereby agrees to perform all of its responsibilities in conformance with the Federal Labor Standards Provisions both diligently and affectively.

BY: Rodney Nash DATE: 6-12-24  
TITLE: Owner

## CONTRACTOR'S CERTIFICATION

### COMPLIANCE WITH AIR AND WATER ACTS

---

TO:

Robert E. Nash  
CITY/VILLAGE/COUNTY

PROJECT: Village of Pleasantville Ballfield Improvements

I, the undersigned, having executed a contract for the above identified project, acknowledge that:

During the performance of this contract, the contractor and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner, the following:

- (1) A stipulation by the Contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.
- (2) Agreement by the contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- (3) A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract, is under consideration to be listed on the EPA List of Violating Facilities.
- (4) Agreement by the Contractor that he will include, or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the Government may direct as a means of enforcing such provisions.

---

NOTE: Applicable only to Federally assisted Construction contracts and related subcontracts exceeding \$100,000.

Acknowledged by

Contractor

Rodney E. Marsh

Title:

Owner

Date:

6-12-24



**OHIO DEPARTMENT OF DEVELOPMENT  
OFFICE OF HOUSING AND COMMUNITY PARTNERSHIPS  
CERTIFICATION BY PROPOSED CONTRACTOR REGARDING  
EQUAL EMPLOYMENT OPPORTUNITY**

**NAME OF PRIME CONTRACTOR:**

*Nesh Builders*

**PROJECT NUMBER:**

N/A

**INSTRUCTIONS**

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such report is submitted.

**CONTRACTOR'S CERTIFICATION**

NAME AND ADDRESS OF BIDDER (Include ZIP Code)

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.

☐ Yes

☒ No

2. Compliance reports were required to be filed in connection with such contract or subcontract.

☐ Yes

☒ No

3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.

☐ Yes

☒ No

4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?

☐ Yes

☒ No

NAME AND TITLE OF SIGNER (Please type)

*Rodney E. Nash owner*

SIGNATURE

DATE

*6-12-24*

Modeled after form HUD-12

**CERTIFICATE OF COMPLIANCE**  
**WITH FEDERAL LABOR STANDARDS PROVISIONS**

I, the undersigned Rodney Nash  
Nash Builders the duly authorized  
Nash Builders representative of \_\_\_\_\_ (hereinafter referred to as the contractor), do hereby certify that I have examined the Federal Labor Standards Provisions (HUD-4010) with related certificates and documents, and all of the conditions surrounding these provisions including, but not limited to the following:

1. The contractor is responsible for employing only eligible sub-contractors who have certified eligibility in written contracts containing Federal Labor Standards Provisions.
2. The contractor is responsible for the payment of federal prevailing wage rates by its sub-contractors while performing work under this contract. If the sub-contractor fails to pay the prevailing wages as specified in this contract, the prime contractor may be required to make appropriate restitution to the underpaid workers.
3. The contractor is responsible for collecting weekly certified payrolls from its sub-contractors, review said payrolls for compliance with the federal wage rates, and forward same to the local government contract authority.
4. The contractor also understands that only those classifications listed in the original bid documents are applicable to this job, and no special classifications may be incorporated after contract award.

The prime contractor hereby agrees to perform all of its responsibilities in conformance with the Federal Labor Standards Provisions both diligently and affectively.

BY: Rodney C Nash DATE: 6-12-24  
TITLE: Owner

---

**COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

**CONTRACTOR'S CERTIFICATION**

**CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS**

TO (APPROPRIATE RECIPIENT): Fairfield County Commissioners	DATE
C/O	PROJECT NUMBER (IF ANY) N/A
	PROJECT NAME: Fairfield County – CDBG – Village of Pleasantville Ballfield Improvements

1. The undersigned, having executed a contract with the Fairfield County Commissioners for the construction of the above-identified project, acknowledges that:
  - (a) The Labor Standards provisions are included in the aforesaid contract;
  - (b) Correction of any infractions of the aforesaid conditions, including infractions by any of his subcontractors and any lower tier subcontractors, is his responsibility;
2. He certifies that:
  - (a) Neither he nor any firm, partnership or association in which he has substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act, as amended [40 U.S.C. 276a-2(a)].
  - (b) No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership or association in which such subcontractor has a substantial interest is designated as an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions.
3. He agrees to obtain and forward to the aforementioned recipient within ten days after the execution of any subcontract, including those executed by his subcontractors any lower tier subcontractors, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements executed by the subcontractors.

4. He certifies that:

(a) The legal name and the business address of the undersigned is:

3532 Delmont RD SW  
Lancaster Ohio 43130

(b) The undersigned is:

- ☒ (1) A Single Proprietorship  
☐ (2) A corporation organized in the State of  
☐ (3) A Partnership  
☐ (4) Other Organization (Describe):

(c) The name, title and address of the owner, partners or officers of the undersigned are:

NAME	TITLE	ADDRESS
Rodney Nesh	owner	3532 Delmont RD

(d) The names and address of all other persons, both natural and corporate, having a substantial interest in the undersigned, and the nature of the interest are: (If none, so state):

NAME	ADDRESS	NATURE OF INTEREST

(e) The names, addresses and trade classifications of all other building construction contractors in which the undersigned has a substantial interest are: (If none, so state):

NAME	ADDRESS	TRADE CLASSIFICATION

Date: 6-12-24

(Contractor)

  
(By) \_\_\_\_\_

**WARNING**

**U. S. CRIMINAL CODE, Section 1010, Title 18, U.S.C., provides in part: "Whoever . . . makes, passes, utters or publishes any statement, knowing the same to be false . . . shall be fined not more than \$5,000 or imprisoned not more than two years, or both."**

**BID PACKET**  
**FOR**  
**FAIRFIELD COUNTY – CDBG – VILLAGE OF**  
**PLEASANTVILLE – BALLFIELD**  
**IMPROVEMENTS**

**BID OPENING DATE: MAY 3, 2024**

**FUNDED BY: FAIRFIELD COUNTY PY 2022 CDBG**

**OWNERS: FAIRFIELD COUNTY COMMISSIONERS**

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## NOTICE TO CONTRACTORS

Sealed proposals for the Fairfield County – CDBG – Village of Pleasantville - Ballfield Improvements will be received by the Fairfield County Commissioners at the Fairfield County Record's Center, 138 West Chestnut Street, Lancaster, OH 43130 until 11:00 a.m., Friday, May 3, 2024, and then at 11:00 a.m. at said office opened and read aloud.

Plans, Specifications, and bid forms may be secured at the Fairfield County Regional Planning Commission Office located at 138 West Chestnut Street, Lancaster, OH 43130. An amount of \$25.00 dollars will be required for each set of plans and specifications, check made payable to: Fairfield County Regional Planning. The full amount is non-refundable.

Each bid must be accompanied by either a bid bond in an amount of 100% of the bid amount with a surety satisfactory to the Fairfield County Commissioners or by certified check, cashiers check, or letter of credit upon a solvent bank in the amount of not less than 10% of the bid amount in favor of the aforesaid Fairfield County Commissioners. Bid Bonds shall be accompanied by Proof of Authority of the official or agent signing the bond.

Bids shall be sealed and marked as Bid for: and mailed or delivered to: Fairfield County – CDBG – Village of Pleasantville - Ballfield Improvements

Fairfield County Regional Planning Commission

138 West Chestnut Street

Lancaster, OH 43130

Attention of bidders is called to all of the requirements contained in this bid packet, particularly to the Federal Labor Standards Provisions and Davis-Bacon Wages, various insurance requirements, various equal opportunity provisions. This contract is subject to Section 3 of the Housing and Urban Development Act of 1968 as amended 12 U.S.C. 1701u. Contractors should be aware of the regulations and reporting requirements associated with Section 3.

No bidder may withdraw his bid within sixty (60) days after the actual date of the opening thereof. The Fairfield County Commissioners reserves the right to waive any informalities or to reject any or all bids. The Engineer's cost estimate with contingencies is eighty-two thousand, five hundred dollars (\$82,500.00)

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Advertising Dates: April 12<sup>th</sup> and April 19<sup>th</sup>, and posted on County website  
[www.co.fairfield.oh.us](http://www.co.fairfield.oh.us)

## INSTRUCTIONS TO BIDDERS

1. **RECEIPT AND OPENING OF BIDS:** The Fairfield County Commissioners (herein called the "Owner"), invites bids on the form attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the Owner at their office located at the Fairfield County Record's Center, 138 West Chestnut Street, Lancaster, Ohio 43130 until 11:00 a.m., Friday, May 3, 2024, and then at 11:00 a.m. at said office publicly opened and read aloud. The envelopes containing the bids must be sealed, addressed to: The Fairfield County Commissioners, Fairfield County Record's Center, 138 West Chestnut Street, Lancaster, Ohio 43130 and designated as bid for: Fairfield County – CDBG – Village of Pleasantville - Ballfield Improvements

The Owner may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within sixty (60) days after the actual date of the opening thereof.

2. **PREPARATION OF BID:** Each bid must be submitted on the prescribed form and accompanied by a Bid Bond, Certified Check, or Letter of Credit, the Noncollusion Affidavit, and the Statement on Delinquent Taxes. All blank spaces for bid prices must be filled in, in ink or typewritten, in both words and figures, and the foregoing Certifications must be fully completed and executed when submitted. In case of discrepancies of written words and figures, the prices written in words shall govern.

Each bid must be submitted in a sealed envelope bearing on the outside the name of the bidder, his/her address, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in the bid form.

3. **WRITTEN MODIFICATION:** Any bidder may modify his/her bid by written communication at any time prior to the scheduled closing time for receipt of bids, provided such written communication is received by the Owner prior to the closing time, and, provided further, the Owner is satisfied that a written confirmation of the written modification over the signature of the bidder was mailed prior to the closing time. The written communication should 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 by the Owner until the sealed bid is opened. If written confirmation is not received within two days from the closing time, no consideration will be given to the written modification.
4. **METHOD OF BIDDING:** The Owner invites unit price bids as indicated in the Bid Form, Section E.

If the lowest total responsive bid received exceeds the amount of funds available to finance the contract, the Owner may:

- a. Reject all bids;
- b. Augment the funds available in an amount sufficient to enable award to the lowest responsive bidder or bidders;
- c. Take the base bid less a number of items as listed on the proposal form as to produce a net amount which is within available funds.

The engineer's estimate on this project is: seventy-five thousand dollars (\$75,00.00)

5. **QUALIFICATIONS OF BIDDER:** The Owner may make such investigations as he/she deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.
6. **BID SECURITY:** Each bid must be accompanied by cash, certified check of the bidder, or a bid bond prepared on the form of bid bond attached hereto, duly executed by the bidder as principal and having as surety thereon a surety company approved by the Owner, in the amount of 10% of the bid. Such cash, checks or bid bonds will be returned to all except the three lowest bidders within three days after the opening of bids, and the remaining cash, checks or bid bonds will be returned promptly after the Owner and the accepted bidder have executed the contract, or, if no award has been made within sixty (60) days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as he/she has not been notified of the acceptance of his/her bid. Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.
7. **LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT:** The successful bidder, upon his/her failure or refusal to execute and deliver the contract and bonds required within ten (10) days after he/she has received notice of the acceptance of his/her bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his/her bid.
8. **CONDITIONS OF WORK:** Each bidder must inform himself/herself fully to the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his/her obligation to furnish all material and labor necessary to carry out the provisions of his/her contract. Insofar as possible, the contractor in carrying out the work must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor.

9. **OBLIGATION OF BIDDER:** At the time of the opening of bids each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the plans and contract documents (including all addenda). The failure or omission of any bidder to examine any form, instrument or document shall in no way relieve any bidder from any obligation in respect of his/her bid.
10. **EXAMINATION OF SITE:** Each bidder shall and is hereby directed to inspect the entire site of the proposed work and judge for himself/herself as to all the circumstances affecting the cost and progress of the work and shall assume all patent and latent risks in connection therewith.
11. **SOIL CONDITIONS:** Subject to the convenience of the Owners, prospective bidders will be permitted to explore the site by making borings or digging test pits. In such an event, the work shall be done at the sole expense and risk of the bidder, and he shall maintain and restore the site to its original condition.

The Owner does not guarantee the accuracy of any information or samples which it may have obtained from test borings or otherwise as to the kind or condition of the soil that may be encountered in the prosecution of the proposed work, neither does the Owner represent that the plans and specifications drawn are based upon any data so obtained. The Owner does not make any representation as to the soil which may be encountered or of soil or water which underlies the work or is adjacent thereto, including any difficulties that may be due to quicksand, or other unfavorable conditions that may be encountered in the work, whether apparent upon surface inspection or disclosed in the process of carrying forward the work.

12. **WORKING FACILITIES:** The plans show, in the general manner, the existing structures and the land available for construction purposes. The bidders must satisfy themselves of the conditions and difficulties that may be encountered in the execution of the work at this site.
13. **ADDENDA AND INTERPRETATIONS:** No official interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any bidder orally.

Every request for such interpretation should be in writing addressed to: Verdantas, Trevor McLean, tmclean@verdantas.com, phone: 740-344-5451 and to be given consideration, must be received at least five (5) days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be mailed by certified mail with return receipt requested or faxed to all prospective bidders (at the respective addresses furnished for such purposes), not later than three (3) days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his/her bid as submitted. All addenda so issued shall become part of the contract documents.

14. **WATER SUPPLY:** All water for construction purposes, as well as the expense of having water conveyed about the work, must be provided by the Contractor and the cost of this work shall be included in the unit prices stipulated for the various items of the work to be done under this contract.

The source, quality and quantity of water furnished shall at all times be satisfactory to the Engineer.

15. **SIGNATURE OF BIDDERS:** The firm, corporate or individual name of the bidder must be signed in ink in the space provided for the signatures on the proposed blanks. In the case of a corporation, the title of the officer signing must be stated, and such officer must be thereunto duly authorized and the seal of said corporation duly affixed. In the case of a partnership, the signature of at least one of the partners must follow the firm name, using the term "member of the firm". In the case of an individual, use the terms "doing business as", or "sole owner". The bidder shall further state in his proposal the name and address of each person or corporation interested therein.

16. **NOTICE OF SPECIAL CONDITIONS:** Attention of the bidder is particularly called to those parts of the General Contract Conditions and other contract documents and specifications which deal with the following:

- a. Insurance requirements
- b. Federal Labor Standards Provisions, including Davis-Bacon wage rates
- c. Requirement for a payment bond and performance bond for 100% of contract price
- d. Requirement that all subcontractors be approved by the Owner
- e. Time-for-completion and liquidated damages requirements
- f. Safety standards
- g. Contractor's responsibility to obtain permits
- h. Affirmative Action and Equal Opportunity provisions

17. **ADDITIONAL OBLIGATIONS UPON CONTRACT AWARD:** Upon award of the contract but prior to execution of the final agreement and notice to proceed, the contractor shall submit all of the following documents, completed as required:

- (a) Acceptance of Notice of Award
- (b) Contract
- (c) Insurance certificate(s) and/or policy(ies)
- (d) Contract Bond covering Performance and Payment
- (e) Worker's Compensation Certification
- (f) (If over \$10,000:) Certification of Bidder Regarding Equal Employment Opportunity
- (g) (If over \$10,000:) Certification(s) by (all) Proposed Subcontractors Regarding Equal Employment Opportunity
- (h) (If over \$100,000:) Certification by Contractor and Subcontractors of Compliance with Air and Water Acts
- (i) Contractor's Certification Concerning Section 3, Labor Standards and Prevailing Wage

- Requirements
- (j) (All) Subcontractor's Certification(s) Concerning Labor Standards and Prevailing Wage Requirements

18. **FOREIGN CORPORATIONS AND CONTRACTORS**

A. Foreign Corporations

Definition: "Foreign corporation" means a corporation incorporated under the laws of another state.

No contract shall be entered into with a foreign corporation until the Secretary of State has certified that such corporation is authorized to do business in Ohio; and until, if the bidder so awarded the Contract is a person or partnership, it has filed with the Secretary of State a Power of Attorney designating the Secretary of State as its agent for the purpose of accepting service of summons in any action brought under Section 153.05 of the Ohio Revised Code or under Sections 4123.01 to 4123.94, inclusive of the Revised Code. All services under this Contract must take place in the United States of America.



## **GENERAL CONTRACT CONDITIONS**

### **ARTICLE 1 - CONTRACT AND CONTRACT DOCUMENTS**

- A. The project to be constructed pursuant to this contract will be financed with assistance from the Department of Housing and Urban Development and is subject to all applicable Federal laws and regulations.
- B. All applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.
- C. The Plans, Specifications and Addenda, hereinafter enumerated in Paragraph 1 of the Supplemental General Conditions shall form part of this Contract and the provisions thereof shall be as binding upon the parties hereto as if they were herein fully set forth. The table of contents, titles, headings, running headlines and marginal notes contained herein and in said documents are solely to facilitate reference to various provisions of the Contract Documents and in no way affect, limit or cast light on the interpretation of the provisions to which they refer.

### **ARTICLE 2 - PERFORMANCE AND PAYMENT BONDS**

Simultaneously with his/her delivery of the executed contract, the Contractor shall furnish a surety bond or bonds as security for faithful performance of this contract and for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract, as specified in the General Conditions included herein. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the Owner. The bond shall be for 100 percent of the contract price. A Payment Bond and Performance Bond are required, which may be in the form of a Contract Bond as provided herein. Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney. Under certain conditions, and within the limits of State and local laws and regulations, the Owner may waive the requirement that the Payment and Performance Bond be underwritten by a surety company and may authorize in lieu thereof, a personal bond backed by a letter of credit from a local lending institution for the full value of the Contract.

### **ARTICLE 3 - WAGE RATES**

In the event that the rate of wages paid for any trade or occupant in the locality where such work is being performed are under current collective agreements or understandings between bona fide organizations of labor and employer, then the wages to be paid shall be not less than such agreed wage rates, nor less than the minimum rates compiled by the Federal Labor Standard Provision. A copy of these prevailing rates of wages has been included in these specifications. It is the Bidder's responsibility to make sure the wages used for his bid are current as of the day of the bid opening.

Every Contractor and Subcontractor who is subject to this contract shall, as soon as he/she begins performance under his/her contract with the Owner, supply the Owner a schedule of the dates on which he/she is required to pay wages to employees. He/She shall also deliver to the prevailing wage coordinator within three weeks after each pay date, a certified copy of his/her payroll which shall exhibit for each employee paid any wages, name, current address, social security number, number of hours worked each day of the pay period and the total for each week, hourly rate of pay, job classification, fringe payments, and deductions from wages. The certification of each payroll shall be executed by the Contractor, Subcontractor, or duly appointed agent thereof and shall recite that the payroll is correct and complete and that the wage rate shown is not less than those required by the contract.

Insofar as possible, local labor shall be employed on this work.

#### **ARTICLE 4 - AFFIRMATIVE ACTION**

Each bidder, Contractor or Subcontractor (hereinafter the Contractor) must fully comply with either Part 1 or Part 11, as applicable, of Executive Order 11246 as stated on page G-4 during the performance of this contract or subcontract. The Contractor commits itself to the goals for minority manpower utilization in either Part 1 or Part 11, as applicable, and all other requirements, terms and conditions of these bid conditions by submitting a properly signed bid.

The Contractor shall appoint a company executive to assume the responsibility for the Implementation of the requirements, terms and conditions of these bid conditions.

#### **ARTICLE 5 - INSURANCE**

A. The Contractor shall not commence work under this Contract until he has obtained all the insurance required hereunder and such insurance has been approved by the Owner, nor shall the Contractor allow any Subcontractor to commence work on his subcontract until all similar insurance required of the Subcontractor has been so obtained and approved. Approval of the insurance by the Owner shall not relieve or decrease the liability of the Contractor hereunder.

B. The Contractor shall file with the Owner all Certificate(s) of Insurance as are necessary to document the insurance coverage required hereunder, subject to the approval of the Owner and receipt of any additional forms/documentation requested, prior to final execution of the Agreement Contract and issuance of the Notice to Proceed.

C. Worker's Compensation.

All contractors and subcontractors shall acquire and maintain, during the term of the Contract, Worker's Compensation insurance in full compliance with the laws of the State of Ohio.

D. Contractor's Liability Insurance.

- (i) The Contractor shall acquire and maintain during the term of the Contract Bodily Injury and Property Damage Liability Insurance under a standard Comprehensive General/Automobile Liability Policy which shall provide and include coverage on all Contractor's Operations, Contractor's Protective (Sublet) Liability, Contractual Liability, Completed Operations Liability, Owned Automobiles and Non-owned and Hired Automobiles.
- (ii) Property Damage Liability Insurance shall be provided on any demolition, blasting, excavating, shoring or similar operation on an "if any" basis.
- (iii) Bodily Injury Liability limits shall be for an amount of no less than \$500,000 Dollars for injuries, including wrongful death to any one person and subject to the same limit for each person, in amount of not less than \$1,000,000 Dollars on the account of any one occurrence.
- (iv) Property Damage Liability Insurance shall be in an amount of not less than \$250,000 Dollars per occurrence. General Liability shall be extended to provide "Broad Form Property Damage Liability," and in an amount of not less than \$1,000,000 Dollars aggregate for damage on account of all occurrences.
- (v) Any combination of underlying Comprehensive General/Automobile Liability coverage with Umbrella/Excess Liability coverage which provides no less than \$1,000,000 Dollars Single Limit Bodily Injury & Property Damage Liability Insurance for the Contractor will also be acceptable.
- (vi) The owner may adjust the liability limits to coincide with local government procurement policies and practice within the limits of state and local law.

E. Builder's Risk Insurance.

Each Contractor shall maintain insurance to protect himself and the Owner, jointly, from loss incurred by fire, lightning, extended coverage hazards, vandalism, theft, explosion and malicious mischief in the full amount of the Contract and such insurance shall cover all labor and materials connected with the work, including materials delivered to the site but not yet installed.

F. Installation Floater Insurance.

When a Contractor is involved solely in the installation of materials and not in the construction of a building, an Installation Floater is required in lieu of a Builder's Risk Policy with the same general conditions applying as set forth in paragraph E.

- G. The Policies as listed above shall all contain the following special provisions:
- (i) "The Company agrees that thirty (30) days prior to cancellation or reduction of the insurance afforded by this policy with respect to the Contract involved, written notice will be mailed to Fairfield County Commissioners.
  - (ii) The maintaining of such insurance as outlined herein shall in no way constitute a waiver of legal liability for damage to any adjoining buildings or their contents or the work and property of others on the site beyond the limits of insurance thus maintained. The Contractor shall hold the Owner free and harmless from any injury and damage resulting from the negligent or faulty performance of the Contract by the Contractor or by his/or her Subcontractors.
  - (iii) Each Contractor shall hold the Owner harmless from all payments for patents, either as royalty or otherwise, in the use of materials, methods, appliances, etc., that he may be in any way involved in or connected with any part of his work or the work of his Subcontractors.
  - (iv) Prior to commencement of any work under Contract, the Contractor shall furnish one (1) copy of Declaration of Insurance as evidence of coverage.

#### **ARTICLE 6-        SAFETY**

- A. The Contractor will be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. He/She will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury, or loss to all employees on the work and other persons who may be affected thereby, all the work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.
- B. The Contractor will erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for safety protection. He/She will notify owners of adjacent utilities when prosecution of the work may affect them.
- C. The Contractor shall comply with the safety standards provisions of applicable laws, building and construction codes and the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, the requirements of the Occupational Safety and Health Act of 1970 (Public Law 91-596), and the requirements of Title 29 of the Code of Federal Regulations, Section 1518 as published in the "Federal Register", Volume 36, No. 75, Saturday, April 17, 1971. The Contractor shall also comply with Chapter 4101:9-2 of the Ohio Revised Code prohibiting the Employment of Minors in Occupations Hazardous or Detrimental to their health.

- D. The Contractor shall maintain at his/her office or other well-known place at the job site, all articles necessary for giving first aid to the injured and shall make standing arrangements for the immediate removal to a hospital or a doctor's care of persons (including employees) who may be injured at the job site. In no case shall employees be permitted to work at a job site before the employer has made a standing arrangement for removal of injured persons to a hospital or a doctor's care.
- E. Lights, signs and barricades shall be used to maintain traffic and safety for vehicular and pedestrian traffic during the course of this contract in accordance with the specifications.

#### **ARTICLE 7 - PERMITS**

The Owner is responsible for obtaining and paying for the following permits. None. The Contractor is responsible for obtaining and paying for all other necessary permits and licenses from the proper authorities. The Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the Contract Documents are at variance therewith, he/she shall promptly notify the Owner in writing.

#### **ARTICLE 8 - SUPERVISION**

- A. The Contractor will supervise and direct the work. He will be solely responsible for the means, methods, techniques, sequences, and procedures of construction. The Contractor will employ and maintain on the work a qualified supervisor or superintendent who shall have been designated in writing by the Contractor as the Contractor's representative at the site. The Supervisor shall have full authority to act on behalf of the Contractor and communications given to the supervisor shall be as binding as if given to the Contractor. The supervisor shall be present and on the site at all times as required to perform adequate supervision and coordination of the work.
- B. The Owner and its representatives will at all times have access to the work. In addition, authorized representatives and agents of any participating federal or state agency shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records. The Contractor will provide proper facilities for such access and observation of the work and also for any inspection or testing thereof.
- C. The Contractor shall submit a proposed program of operation, showing clearly how he/she proposed to conduct the work as to bring about the completion of his/her work within the time limit specified. This program shall outline the proposed sequence of operations, the rates of progress and the dates when his/her work will be sufficiently advanced to permit the installation of the work under other contracts, and the estimated progress payments due under the Contract. The work under this contract shall be so scheduled that as structures are completed, they can

be placed into useful operation with a minimum of delay. The program shall be subject to the approval of the Owner.

- D. All construction as proposed along all City, Township, County, State and Federal roads including storage and stockpiling of materials, is to be conducted within the limits of the public right-of-way. Bracing, sheeting and shoring shall be used to keep all construction work within the construction limits unless work agreements are secured from the adjacent property Owners. It is the Contractor's responsibility to secure these work agreements, if deemed necessary. Copies of the work agreements shall be delivered to the Engineer and the Owner prior to any work beginning on the effected property.

## **ARTICLE 9 - CLAIMS AGAINST CONTRACTOR**

The Contractor shall indemnify and save the Owner or the Owner's agents harmless from all claims growing out of the lawful demands of Subcontractor's laborers, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the work. The Contractor shall, at the Owner's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the Contractor fails to do so the Owner may, after having notified the Contractor, either pay unpaid bills or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed, in accordance with the terms of the Contract Documents, but in no event shall the provisions of this sentence be construed to impose any obligations upon the Owner to either the Contractor, his Surety, or any third party. In paying any unpaid bills of the Contractor, any payment so made by the Owner shall be considered as a payment made under the Contract Documents by the Owner to the Contractor and the Owner shall not be liable to the Contractor for any such payments in good faith.

## **ARTICLE 10 - SUBCONTRACTING**

- A. Neither the Contractor nor the Owner shall sell, transfer, assign, or otherwise dispose of the Contract or any portion thereof, or of his right, title, or interest therein, or his obligations thereunder.
- B. The Contractor shall not sublet, sell, transfer or assign any portion of the contract without written consent of the Owner or his/her designated agent. When such consent is given, the Contractor will be permitted to sublet a portion thereof, but shall perform with his/her own organization, work amounting to no less than fifty percent of the total contract cost, except that any item designated in the contract before computing the amount of work required to be performed by the Contractor with his/her own organization. No subcontract, or transfer of contract, shall in any way release the Contractor of his/her liability under the contract and bonds.

- C. The Contractor shall not award work to Subcontractor(s) without prior written approval of the Owner, after verification by the Ohio Department of Development of the subcontractor's current eligibility status, and after submission of all certifications as required in Item 17 page B-5, of INSTRUCTIONS TO BIDDERS. The Contractor shall be fully responsible to the Owner for the acts and omissions of the Subcontractor(s), and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

#### **ARTICLE 11 - CHANGE OF WORK**

- A. The Owner reserves the right to make, at any time during the progress of the work, such increases or decreases in quantities and such alterations in details of work as may be deemed necessary or desirable. Such increases or decreases and alterations shall not invalidate the contract nor release the surety, and the Contractor agrees to perform the work as altered, the same as if it had been a part of the original contract.
- B. Authorized alterations in plans or quantities of work involving work not covered by unit prices in the proposal shall be paid for as stipulated in the change order authorizing such work.
- C. No changes in work covered by the approved Contract shall be made without having prior written approval of the Owner.

#### **ARTICLE 12 - TIME**

- A. The Date of beginning and the time for completion of the work are essential conditions of the Contract Documents and the work embraced shall be commenced on a date specified in the Notice to Proceed.
- B. The Contractor will proceed with the work at such rate of progress to ensure full completion within the Contract Time. It is expressly understood and agreed, by and between the Contractor and the Owner, that the Contract Time for the completion of the work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work.
- C. The project shall be fully completed on or before July 12, 2024 ("Contract Time"). The contractor shall not commence construction until the date of commencement of work specified in a written "Notice to Proceed".
- D. If the Contractor shall fail to complete the work within the Contract Time, or extension of time granted by the Owner, the Contractor will pay to the Owner for liquidated damages \$300.00 per day for each calendar day that the Contractor shall be in default after the time stipulated in the Contract Documents. In no case shall the Owner be liable for payments for any work completed or costs incurred after the Contract Time unless agreed to in writing by the Owner.

#### **ARTICLE 13 - COMPLETION OF WORK**

- A. The Contractor shall guarantee all materials and equipment furnished and work performed for a period of one year from the date of Substantial Completion. The Contractor warrants and guarantees for a period of one year from the date of Substantial Completion of the improvement that it is free from all defects due to faulty materials or workmanship, and the Contractor shall promptly make corrections as may be necessary by reason of such defects. The Owner will give notice of observed defects with reasonable promptness. In the event that the Contractor should fail to make repairs, adjustments, or other work which may be made necessary by such defects, the Owner may do so and charge the Contractor the cost thereby incurred. The Contract Bond shall remain in full force and effect through the guarantee period.
- B. When the work, including that performed by Subcontractors, is completed, the site shall be cleaned of all rubbish and debris caused by the construction. All sheds or other temporary structures, surplus materials, and equipment shall be removed and the project left in a neat and presentable condition.

#### **ARTICLE 14 - TERMINATION**

After ten (10) days from delivery of a Written Notice to the Contractor, the Owner may, without cause and without prejudice to any other right or remedy elect to terminate the Contract. In such case the Contractor shall be paid for all work executed and any expense sustained plus reasonable profit, unless such termination was due to the act or conduct of the Contractor.

#### **ARTICLE 15 - PAYMENT**

Payment to the Contractor shall be made by the Owner as follows: 100% upon 100% completion and approval by the Village of Pleasantville. The Owner's Representative shall certify on the pay request that he approved the completed work prior to the Owner making payment. Upon receipt of an approved request for payment from the Contractor, the Owner shall submit a drawdown request to the Ohio Department of Development for CDBG funds to pay the contractor. A turnaround time of 30-40 days is expected from the date the Owner receives an invoice approved by the Project Engineer/Architect before said funds are forwarded to the Owner.

It is important that the progress schedule be based on achievable goals, and that the Contractor make every effort to meet target dates. The Owner may hold the proceeds of a CDBG drawdown for only a short period. If the funds from the drawdown are not expended during the prescribed period, those funds must be returned and a new drawdown requested. This causes delay in making payments to contractors.



## SUPPLEMENTAL GENERAL CONDITIONS

### 1. **ENUMERATION OF PLANS, SPECIFICATIONS AND ADDENDA**

Following are the Plans, Specifications, and Addenda which form a part of this contract, as set forth in Article I of the General Contract Conditions, "Contract and Contract Documents".

Drawings: Village of Pleasantville - Ballfield Improvements

Number: 18041 Date: 3/22/2024

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Specifications: As noted on the plans and as follows:

Page:

Addenda:

Number:

Date:

### 2. **STATED ALLOWANCES**

The Contractor shall include the following cash allowances in his proposal:

Contractor should include all allowances necessary for a successful project completion including traffic control.

### 3. **SPECIAL HAZARDS**

The Contractor's and his Subcontractor's Public Liability and Property Damage Insurance shall provide adequate protection against the following special hazards:

### 4. **CONTRACTOR'S AND SUBCONTRACTOR'S PUBLIC LIABILITY, VEHICLE LIABILITY, AND PROPERTY DAMAGE INSURANCE**

As required under Article 5 of General Contract Conditions, the Contractor's Public Liability Insurance and Vehicle Liability Insurance shall be in an amount not less than \$ \_\_\_\_\_\* for injuries, including accidental death, to any one person, and subject to the same limit for each person in an amount not less than \$\*\_\_\_\_\_on account of one accident, and Contractor's Property Damage Insurance in an amount not less than \$\_\_\_\_\_\*

\*See page C-3

The Contractor shall either (1) require each of his subcontractors to procure and to maintain during the life of his subcontract, Subcontractor's Public Liability and Property Damage of the type and in the same amounts as specified in the preceding paragraph, or (2) insure the activities of his subcontractors in his own policy.

5. **PHOTOGRAPHS OF PROJECT**

The Contractor will furnish photographs in the number, type, and stage as enumerated below:

Contractor should photo or video the project site before, during and after project completion.

6. **SCHEDULE OF FEDERAL OCCUPATIONAL CLASSIFICATIONS AND DAVIS-BACON MINIMUM HOURLY WAGE RATES**

Given in Section I.

7. **BUILDER'S RISK INSURANCE**

The Contractor will maintain Builder's Risk Insurance (fire and extended coverage) on a 100 percent completed value basis on the insurable portions of the project for the benefit of the Owner, the Contractor, and all subcontractors, as their interests may appear.

8. The Contractor and all subcontractors shall comply with the 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).

9. The Contractor and all subcontractors shall comply with the awarding agency's requirements and regulations pertaining to copyrights and rights in data.

10. The Contractor and all subcontractors will have no discovery or patent rights arising from any discovery or invention which arises or is developed in the course of or under this contract shall be exercised by or on behalf of the Contractor.

**GENERAL SPECIFICATIONS  
(AS NOTED ON THE PLANS)**

## BID FOR UNIT PRICE CONTRACTS

Place \_\_\_\_\_  
Date \_\_\_\_\_

Proposal of \_\_\_\_\_ hereinafter called  
"Bidder")\* a corporation, organized and existing under the laws of the State of \_\_\_\_\_  
\_\_\_\_\_, \*\* a partnership, or an individual doing business as \_\_\_\_\_  
\_\_\_\_\_.

To the Fairfield County Commissioners (hereinafter called "Owner")

Gentlemen:

The Bidder, in compliance with your invitation for bids for the construction of Fairfield County – CDBG – Village of Pleasantville - Ballfield Improvements having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the contract documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" of the Owner with full completion by no later than July 12, 2024. Bidder further agrees to pay as liquidated damages, the sum of \$300.00 for each consecutive calendar day thereafter as hereinafter provided in the General Conditions.

Bidder acknowledges receipt of the following addendum:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\*Insert corporation, partnership or individual as applicable.

\*\*Insert name of state .

Bidder agrees to perform all the work described in the specifications for the unit prices provided on the attached "Bid Sheet."

The unit prices shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

The bidder agrees that this bid shall be good and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, bidder will execute the formal contract attached within 10 days and deliver a Surety Bond or Bonds as required by the General Conditions. The bid security attached in the sum of \_\_\_\_\_ (\$\_\_\_\_\_) is to become the property of the Owner in the event the contract and bond are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

Respectfully submitted:

By \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

(SEAL - if bid is by a  
corporation)

\_\_\_\_\_  
(Business Address and Zip Code)

\_\_\_\_\_  
(Telephone Number and Fax Number)

\_\_\_\_\_  
(Federal I.D. #)

\_\_\_\_\_  
(Email Address)

**BID SHEET  
(SEE ATTACHED)**

**BASE BID - VILLAGE OF PLEASANTVILLE - BALLFIELD IMPROVEMENTS**

Line No.	Description	Quantity	Unit	Unit Price			Extended Price
				Labor	Materials	Total (L+M)	(Quantity x Total)
1	MOBILIZATION / DEMOBILIZATION	1	LS				
2	OUTFIELD SITE GRADING INCLUDING SCREENED TOPSOIL, PER PLAN	1	LS				
3	INFIELD SITE GRADING INCLUDING NEW INFIELD MIX, PER PLAN	1	LS				
4	BASE PADS AND MOUND, COMPLETE	1	LS				
5	FULL HOOD BACKSTOP FENCE INCLUDING TWO 10 FT WINGS, COMPLETE	1	LS				
6	FENCING (8 FT TALL), COMPLETE	40	LF				
7	FENCING (4 FT TALL), COMPLETE	80	LF				
TOTAL BASE BID (sum lines 1:7) IN WORDS and NUMBERS							

**ADDITIONAL BID - SEE NOTE**

Line No.	Description	Quantity	Unit	Unit Price			Extended Price
				Labor	Materials	Total (L+M)	(Quantity x Total)
A1	DUGOUT W/ BENCH SEATING, COMPLETE	2	EA				
TOTAL ALTERNATE BID (sum line A1) IN WORDS and NUMBERS							

SUBMITTED BY: \_\_\_\_\_

NOTE: Additional Bid will be included in the review for recommendation of Award. All Bidders shall provide an Additional Bid Price.

**Bid Item Description**  
**Village of Pleasantville – Ballfield Improvements**

**Method of Payment**

Unit Quantity “FT” Bid Item: The accepted bid item will be paid for at the contract unit price per linear foot as detailed and complete in place.

Unit Quantity “LS” Bid Item: The accepted bid item will be paid for at the contract lump sum price complete or if any portion of the work has been completed at the time request for payment is submitted, at a percentage of the contract lump sum price bid equivalent to the percentage of the work completed and accepted at the time payment is requested.

Unit Quantity “SY” Bid Item: The accepted bid item will be paid for at the contract unit price per square yard at the thickness detailed and complete in place.

Unit Quantity “SF” Bid Item: The accepted bid item will be paid for at the contract unit price per square foot at the thickness detailed and complete in place.

Unit Quantity “EA” Bid Item: The accepted bid item will be paid for at the contract unit price per each unit detailed and complete in place.

**Item Descriptions**

❖ **Bid Item 1**

- The lump sum bid item, mobilization / demobilization, shall include mobilizing and demobilizing of all machinery, material, tools, and manpower necessary to complete the project. The contractor shall include all general conditions under this pay item. Contractor shall secure site for the safety of the public.

❖ **Bid Item 2**

- The lump sum bid item, outfield site grading including screened topsoil, includes all equipment, material, tools, and labor necessary to regrade outfield as per plan. The site shall be graded to drain properly and covered with screened topsoil. Prior to placing screened topsoil, the site shall be free of rocks and sod clumps. The contractor shall include the necessary work to get the site to design grades. This item shall also include site restoration, seeding, and mulching.

❖ **Bid Item 3**

- The lump sum bid item, infield site grading including new infield mix, includes all equipment, material, tools, and labor necessary to regrade infield as per plan. The site shall be graded to drain properly and covered with infield mix as specified on the plans. Prior to placing the infield mix, the site shall be free of rocks and sod clumps. The contractor shall include the necessary work to get the site to design grades. Work shall include the removal of any sand needed to achieve a proper base for new infield material.



❖ **Bid Item 4**

- The lump sum bid item, base pads and mound, include all equipment, material, tools, and labor necessary to furnish and install 3 bases, a home plate, and a pitcher's rubber. Item shall include installation of new anchors and a double first base. Work shall also include the removal of the existing bases/anchors.

❖ **Bid Item 5**

- The lump sum bid item, full hood back stop fence including two 10ft wings, includes all equipment, material, tools, and labor necessary to furnish and install a new backstop fence per plan. Work shall also include the removal of the existing backstop fence, filling in all holes, and haul/disposing of all material removed.

❖ **Bid Item 6**

- The unit price bid item, fencing (8 ft tall), includes all equipment, material, tools, and labor necessary to furnish and install a new fence per plan. Work shall also include the removal of the existing fence, filling in all holes, and hauling/disposing of all material removed.

❖ **Bid Item 7**

- The unit price bid item, foul line fencing (4 ft tall) w/ fencing protective cap, includes all equipment, material, tools, and labor necessary to furnish and install a new fence with protective cap per plan. Work shall also include the removal of the existing foul line fence, filling in all holes, and hauling/disposing of all material removed. This bid item is for the fence along both sides of the field from dugout benches to the outfield.

**Additional Bid Item Descriptions**

❖ **Bid Item A-1**

- The unit price bid item, dugout w/ bench seating, includes all equipment, material, tools, and labor necessary to construct new dugouts with benches as detailed. The contractor to include excavation and grading to obtain proper drainage away from dugouts and the placement of a new gravel base. Work shall also include the removal of the existing dugouts, filling in all holes, and hauling/disposing of all material removed.

**AFFIDAVIT OF CONTRACTOR OR SUPPLIER OF NON-DELINQUENCY OF  
PERSONAL PROPERTY TAXES**

**O.R.C. 5719.042**

STATE OF OHIO: \_\_\_\_\_

SS: \_\_\_\_\_

TO: \_\_\_\_\_

The undersigned, being first duly sworn, having been awarded a contract by you for \_\_\_\_\_ hereby states that we are not charged at the time the bid was submitted with any delinquent personal property taxes on the general tax list of personal property of any county in which you as a taxing district have territory and that we were not charged with delinquent personal property taxes on any such tax list.

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

\_\_\_\_\_  
Contractor Signature

Sworn to before me and subscribed in my presence this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

## BID GUARANTY AND CONTRACT BOND

**KNOW ALL MEN BY THESE PRESENTS**, that we, the undersigned, \_\_\_\_\_<sup>1</sup> as  
Principal and \_\_\_\_\_<sup>2</sup> as Surety,  
are hereby held and firmly bound unto \_\_\_\_\_<sup>3</sup> hereinafter  
called the Oblige, in the penal sum of the dollar amount of the bid submitted by the Principal to  
the Oblige on \_\_\_\_\_ to undertake the  
project known as: \_\_\_\_\_  
\_\_\_\_\_

The penal sum referred to herein shall be the dollar amount of the Principal's bid to the Oblige, incorporating any additive or deductive alternate proposals made by the Principal on the date referred to above to the Oblige, which are accepted by the Oblige. In no case shall the penal sum exceed the amount of \_\_\_\_\_ DOLLARS (\$\_\_\_\_\_). If this item is left blank, the penal sum will be the full amount of the Principal's bid, including alternates. Alternatively, if completed, the amount stated must not be less than the full amount of the bid, including alternatives 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.

**THE CONDITION OF THE ABOVE OBLIGATION IS SUCH**, that whereas the above named Principal has submitted a bid on the above referred to project;

**NOW, THEREFORE**, if the Oblige 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 Oblige the difference not to exceed ten percent of the penalty hereto between the amount specified in the bid and such larger amount for which the Oblige may in good faith contract with the next lower bidder to perform the work covered by the bid; or in the event the Oblige does not award the contract to the next lower bidder and resubmits the project for bidding, the Principal will pay the Oblige the difference, not to exceed ten percent 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 Oblige accepts the bid of the Principal and the Principal within ten 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; and

<sup>1</sup>Here insert full name or legal title of Contractor and address

<sup>2</sup>Here insert full name or legal title of Surety

<sup>3</sup>Here insert full name or legal title of Owner

**IF THE SAID** Principal shall well and faithfully perform each and every condition of such contract; and indemnify the Obligees against all damage suffered by failure to perform such contract according to the provisions thereof and in accordance with the plans, details, specifications, and bills of material therefore; 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 benefit of any materialman or laborer having a just claim, as well as for the Obligees 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 said contract or in or to the plans and specifications therefore shall in any way affect the obligations of said Surety on this bond, and it 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 \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Principal

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

Title: \_\_\_\_\_

\_\_\_\_\_  
Surety

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

Attorney-in-Fact

\_\_\_\_\_  
Surety Company Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Surety Agent's Name and Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## NONCOLLUSION AFFIDAVIT

State of \_\_\_\_\_

County of \_\_\_\_\_

BID Identification \_\_\_\_\_  
\_\_\_\_\_

CONTRACTOR \_\_\_\_\_,

being first duly sworn, deposes and says that he is \_\_\_\_\_ (sole owner, a partner, president, secretary, etc.) of \_\_\_\_\_

\_\_\_\_\_, the party making the foregoing BID; that such BID is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization, or corporation; that such BID is genuine and not collusive or sham; that said BIDDER has not directly or indirectly induced or solicited any other BIDDER to put in a false or sham BID, and has not directly or indirectly colluded, conspired, connived, or agreed with any BIDDER or any one else to put in a sham BID, or that any one shall refrain from bidding; that said BIDDER has not in any manner, directly or indirectly, sought by agreement, communication or conference with any one to fix the BID price of said BIDDER or of any other BIDDER, or to fix any overhead, profit, or cost element of such BID price, or of that of any other BIDDER, or to secure any advantage against the OWNER awarding the contract or anyone interested in the proposed contract; that all statements contained in such BID are true; and, further, that said BIDDER has not, directly or indirectly, submitted his BID price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company, association, organization, BID depository, or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said BIDDER in his general business.

Signed:

\_\_\_\_\_  
Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_, 20\_\_.

Seal of Notary

\_\_\_\_\_

## **BONDING AND INSURANCE REQUIREMENTS**

A state or local unit of government receiving a grant from the Federal government which requires contracting for construction of facility improvement shall follow its own requirements relating to bid guarantees, performance bonds, and payment bonds, except for contracts or subcontracts exceeding \$100,000. For contracts or subcontracts exceeding \$100,000, the Federal agency may accept the bonding policy and requirements of the grantee provided the Federal agency has made a determination that the Government's interest is adequately protected. If such a determination has not been made, the minimum requirements shall be as follows:

- a. A bid guarantee from each bidder equivalent to ten percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his/her bid, execute such contractual documents as may be required within the time specified.
- b. A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
- c. A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

# CONTRACT

**THIS AGREEMENT** made this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between \_\_\_\_\_<sup>1</sup> hereinafter called the "Contractor", and Fairfield County hereinafter called the "Owner".

**WITNESSETH**, that the Contractor and the Owner for the considerations stated herein mutually agree as follows:

## **ARTICLE 1. Statement of Work.**

The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment and services, including utility and transportation services, and perform and complete all work required for the construction of the Improvements embraced in the project; namely, Fairfield County – CDBG – Village of Pleasantville - Ballfield Improvements all in strict accordance with the Contract Documents including all addenda thereto, numbered N/A, all as prepared by Verdantas, acting and in these Contract documents preparation, referred to as the "Engineer".

## **ARTICLE 2. The Contract Price.**

The Owner will pay the Contractor for the total quantities of work performed at the unit prices stipulated in the Bid for the respective items of work completed for the sum not to exceed \$\_\_\_\_\_ subject to additions and deductions as provided elsewhere in the contract documents.

## **ARTICLE 3. Contract.**

The executed contract documents shall consist of the following:

- a. This Agreement
- b. Addenda (N/A)

\_\_\_\_\_  
<sup>1</sup> Choose term most applicable: a corporation organized and existing under the laws of the State of \_\_\_\_\_; a partnership consisting of \_\_\_\_\_; an individual trading as \_\_\_\_\_.

<sup>2</sup> Supply principal items of Contract such as Grading, Paving, Water Mains, Sewers, etc.

c. All documents of the Bid Packet entitled: Bid Packet for Fairfield County – CDBG – Village of Pleasantville - Ballfield Improvements and dated March 2024 and including:

- Notice to Contractors
- Instructions to Bidders
- General Contract Conditions
- Work Specifications (including all plans, drawings, etc., referenced or included)
- Proposal Forms, as executed
- Agreement Forms, as executed
- Federal Requirements
- Federal Labor Standards Provisions
- Federal Davis-Bacon Wage Decision

This Agreement, together with other documents enumerated in this ARTICLE 3, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this ARTICLE 3 shall govern, except as otherwise specifically stated.

**IN WITNESS WHEREOF**, the parties hereto have caused this AGREEMENT to be executed in three original copies on the day and year first above written.

CONTRACTOR:

OWNER:  
**FAIRFIELD COUNTY COMMISSIONERS**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed/printed name

\_\_\_\_\_  
Typed/printed name

\_\_\_\_\_  
Title

President  
\_\_\_\_\_  
Title



**Certifications:**

I, \_\_\_\_\_, certify that I am the  
\_\_\_\_\_ of the corporation named as Contractor herein; that  
\_\_\_\_\_ who signed this Agreement on behalf of the  
Contractor, was then \_\_\_\_\_ of said corporation; that said  
Agreement was duly signed for and in behalf of said corporation by authority of its governing  
body, and is within the scope of its corporate powers.

\_\_\_\_\_ Corporate

\_\_\_\_\_ SEAL

**PERFORMANCE AND PAYMENT BOND (OR BONDS)**

Following the Form of Agreement, attach the approved form of the statutory surety bond or bonds to insure the performance of the Contract and payment of labor and materials. In addition to the corporation signatures of the surety company(ies) on the bond(s), each bond should be countersigned by the surety company's attorney-in-fact, authorized to act within the state in which the Project is situated.

## NOTICE OF AWARD

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PROJECT Description: Fairfield County – CDBG – Village of Pleasantville - Ballfield Improvements

The OWNER has considered the BID submitted by you on \_\_\_\_\_ for the above described WORK in response to its Advertisement for BIDS and Information for BIDDERS.

You are hereby notified that your BID has been accepted for items in the amount of \$\_\_\_\_\_.

You are required by the Information for BIDDERS to execute the Agreement and furnish the required CONTRACTOR's Contract BOND, if applicable, and Certificates of Insurance within 10 calendar days from the date of this notice to you.

If you fail to execute said Agreement and to furnish said BOND within 10 days from the date of this notice, said OWNER will be entitled to consider all your rights arising out of the OWNER's acceptance of your BID as abandoned and as a forfeiture of your BID guaranty subject to the liability as set forth in Section 153.54 of the Ohio Revised Code. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2024.

FAIRFIELD COUNTY COMMISSIONERS

Owner

By: \_\_\_\_\_  
Title: President

### ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by \_\_\_\_\_  
\_\_\_\_\_ on this day of \_\_\_\_\_, 2024

By: \_\_\_\_\_  
Name and Title: \_\_\_\_\_

cc: CONTRACTOR'S Surety

## **NOTICE OF AWARD**

Surety's Agent

## NOTICE TO PROCEED

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

PROJECT Description: Fairfield County – CDBG – Village of Pleasantville - Ballfield Improvements

You are hereby notified to commence WORK in accordance with the Agreement dated \_\_\_\_\_, 2024 on or after the date of this “Notice”, and you are to complete the WORK by no later than July 12, 2024.

FAIRFIELD COUNTY COMMISSIONERS  
Owner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: President

## ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is  
hereby acknowledged by \_\_\_\_\_  
\_\_\_\_\_ on this \_\_\_\_\_ day  
of \_\_\_\_\_, 2024.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**NOTICE OF COMMENCEMENT FOR  
PUBLIC IMPROVEMENT  
SECTION 1311.252 OHIO REVISED CODE**

Notice is hereby given by the undersigned public authority that construction will commence for the following public improvement:

1. The public improvement is identified as:

Name: Fairfield County – CDBG – Village of Pleasantville -  
Ballfield Improvements

Location: Village of Pleasantville

Project Number: N/A

2. The public authority's name and address:

Fairfield County Commissioners

210 East Main Street, Room 301

Lancaster, Ohio 43138

3. The name and address of all principal contractors involved with the public improvement, and the trade of each principal contractor:

Principal Contractors	Trade
<hr/>	<hr/>
<hr/>	
<hr/>	
<hr/>	<hr/>
<hr/>	
<hr/>	
<hr/>	<hr/>
<hr/>	
<hr/>	

4. The name and address of the sureties for all principal contractors involved with the public improvement:

Surety

Principal Contractor

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5. The name and address of the public authority's representative for the purposes of being served an affidavit pursuant to Section 1311.26 of the Revised Code.

Fairfield County Commissioners

County Courthouse

210 East Main Street, Room 301

Lancaster, Ohio 43130

Public Authority

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

Title: President

State of Ohio,  
County of \_\_\_\_\_:

Signed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

\_\_\_\_\_  
Notary Public

## CHANGE ORDER

Order No. 1

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

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

NAME OF PROJECT: Fairfield County – CDBG – Village of Pleasantville - Ballfield Improvements

OWNER: Fairfield County

CONTRACTOR: \_\_\_\_\_

The following changes are hereby made to the CONTRACT DOCUMENTS:

Justification:

Change to CONTRACT PRICE: \$ \_\_\_\_\_

Original CONTRACT PRICE: \$ \_\_\_\_\_

Current CONTRACT PRICE adjusted by previous CHANGE ORDER: \$ \_\_\_\_\_

The CONTRACT PRICE due to this CHANGE ORDER will be increased by: \$ \_\_\_\_\_

The new CONTRACT PRICE including this CHANGE ORDER will be \$ \_\_\_\_\_

Change to CONTRACT TIME: \_\_\_\_\_

The CONTRACT TIME will be (increased) (decreased) by \_\_\_\_ calendar days.

The date for completion of all WORK will be same as original contract(Date)

Recommended By:

Engineer/Architect: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Accepted By:

Owner: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Contractor:

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

County:

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Township:

Signature: \_\_\_\_\_

Title: \_\_\_\_\_



## CERTIFICATE OF OWNER'S ATTORNEY

I, the undersigned, \_\_\_\_\_, the duly authorized and acting legal representative of the Fairfield County Commissioners do hereby certify as follows:

I have examined the attached contract(s) and surety bonds and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions and provisions thereof.

\_\_\_\_\_

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

## **CERTIFICATE OF OWNER'S FINANCIAL OFFICER**

### **ATTEST:**

I, \_\_\_\_\_ Auditor, hereby certify that the money to meet this contract has been lawfully appropriated for the purpose of the contract and is in the treasury of Fairfield County, Ohio, or is in the process of collection to the credit of the appropriate fund free from prior encumbrance.

\_\_\_\_\_

SEAL:

**CONSTRUCTION CONTRACTS  
FINAL INSPECTION APPROVAL FORM**

I, \_\_\_\_\_, have inspected the work performed by \_\_\_\_\_  
\_\_\_\_\_ on the  
\_\_\_\_\_. All work has  
been performed and completed according to Contract specifications, thereby giving  
clearance for final payment to \_\_\_\_\_ for the Fairfield  
County – CDBG – Village of Pleasantville - Ballfield Improvements upon approval of  
\_\_\_\_\_  
\_\_\_\_\_.

The actual Performance Outcome of the project was:

\_\_\_\_\_  
\_\_\_\_\_.

\_\_\_\_\_  
Project Inspector

## **CONFLICT OF INTEREST**

### **INTEREST OF LOCAL PUBLIC OFFICIALS**

No member of the governing body of the locality and no other officer, employee, agent or public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this contract; and the Contractor shall take appropriate steps to assure compliance.

### **INTEREST OF CONTRACTOR AND EMPLOYEES**

The Contractor covenants that he presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contractor further covenants that in the performance of this Contract, no person having any such interest shall be employed.

### **RECORDS AND AUDITS**

The Contractor shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the City/County to assure proper accounting for all project funds. These records will be made available for audit purposes to the City/County or any authorized representative and will be retained for three years after the expiration of this Contract unless permission to destroy them is granted by the City/County.

### **FEDERAL OR STATE OFFICIALS NOT TO BENEFIT**

No members of or delegate to the Congress of the United States of America, and no resident U. S. Commissioner, nor any officer or employee of the State of Ohio subject to Ohio Ethics Law (ORC. Sec. 102.03(A)) will be admitted to any share or part hereof or to any benefit to arise herefrom.

## **SPECIAL CONDITIONS PERTAINING TO HAZARDS SAFETY STANDARDS AND ACCIDENT PREVENTION**

### **A. LEAD-BASED PAINT HAZARDS**

(Applicable to contracts for construction or rehabilitation of residential structures)

The construction or rehabilitation of residential structures is subject to the HUD Lead-Based Paint regulations, 24 CFR Part 35. The Contractor and Subcontractors shall comply with the provisions for the elimination of lead-base paint hazards under sub-part B of said regulations. The Owner will be responsible for the inspections and certifications required under Section 35.14(f) thereof.

### **B. USE OF EXPLOSIVES**

When the use of explosives is necessary for the prosecution of the work, the Contractor shall observe all local, state and Federal laws in purchasing and handling explosives. The Contractor shall take all necessary precaution to protect completed work, neighboring property, water lines, or other underground structures. Where there is danger to structures or property from blasting, the charges shall be reduced and the material shall be covered with suitable timber, steel or rope mats.

The Contractor shall notify all owners of public utility property of intention to use explosives at least eight hours before blasting is done, close to such property. Any supervision or direction of use of explosives by the Engineer, does not in any way reduce the responsibility of the Contractor or his Surety for damages that may be caused by such use.

### **C. DANGER SIGNALS AND SAFETY DEVICES**

The Contractor shall make all necessary precautions to guard against damages to property and injury to persons. He shall put up and maintain in good condition, sufficient red or warning lights at night, suitable barricades and other devices necessary to protect the public. In case the Contractor fails or neglects to take such precautions, the Owner may have such lights and barricades installed and charge the cost of this work to the Contractor. Such action by the Owner does not relieve the Contractor of any liability incurred under these specifications or contract.

### **D. ASBESTOS HAZARDS**

Asbestos has been identified by the U.S. Environmental Protection Agency (U.S. EPA) as a hazardous substance under the Clean Air Act's National Emission Standards for Hazardous Air Pollutants (NESHAP) at 40 CFR 61 Subpart M. Furthermore, U.S. EPA identifies the primary asbestos emission source as friable asbestos emitted during renovation and demolition of buildings and other structures and during its subsequent disposal.

If at any time during construction it is determined that asbestos materials are present in a building or facility which exceeds the federal thresholds, the Contractor shall adhere to any and all applicable U.S. EPA (with augmentation by OEPA Asbestos Emission Control Rules), NESHAP, ODH and any other regulatory agency guidelines for projects undergoing demolition and renovation.

## **SPECIAL EQUAL OPPORTUNITY PROVISIONS**

### **A. Activities and Contracts Not Subject to Executive Order 11246, as Amended**

(Applicable to Federally assisted construction contracts and related subcontracts \$10,000 and under)

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

1. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
2. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Owner setting forth the provisions of this nondiscrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. Contractors shall incorporate foregoing requirements in all subcontracts.

### **B. Executive Order 11246 (Contracts/subcontracts above \$10,000)**

#### **1. Section 202 Equal Opportunity Clause**

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

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment, or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Owner setting forth the provisions of this non-discrimination clause.

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contractor or understanding, a notice to be provided by the Owner advising the said labor union or workers' representatives of the contractor's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the Ohio Department of Development's Office of Community Development (OCD), the U.S. Department of Housing and Urban Development and/or the U.S. Department of Labor and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and others.
- (6) In the event of the contractor's noncompliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rules, regulations or orders of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the provisions of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for non-compliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by



the Department, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

2. Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246). (Applicable to contracts/subcontracts exceeding \$10,000)

- (1) The Offerer's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
- (2) The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for Minority Participation	Goals for Female Participation
10%	6.9%

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered areas.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

- (3) The Contractor shall provide written certification (form enclosed herein) of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the

subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.

- (4) As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is (insert description of the geographical areas where the contract is to be performed giving the state, county, and city, if any):

Ohio

Fairfield County

Village of Pleasantville

3. Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246)

- (1) As used in these specifications:

- a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
- b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
- c. "Employer Identification Number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;
- d. "Minority" includes:
  - (i) Black; all persons having origins in any of the Black African racial groups not of Hispanic origin;
  - (ii) Hispanic: all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race;
  - (iii) Asian and Pacific Islander: all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands; and

- (iv) American Indian or Alaskan Native: all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification.
- (2) Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
- (3) If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
- (4) The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.
- (5) Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
- (6) In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be

employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

- (7) The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
- a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
  - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
  - c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.
  - d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

- e. Develop on-the-job training opportunities and/ or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department or Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations: by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
  - k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
  - l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc. such opportunities.
  - m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
  - n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
  - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
  - p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
  - q. Covered construction contractors performing contracts in geographical areas where they do not have a federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the contract is being performed. Goals are published periodically in the Federal Register in notice form and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting offices.
- (8) Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through 7q). The efforts of a contractor association, joining contractor-union, contractor-community, or other similar group of which the

contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through 7q of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation shall not be a defense for the Contractor's non-compliance.

- (9) A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is under utilized).
- (10) The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
- (11) **The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.**
- (12) The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
- (13) The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

- (14) **The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by OHCP and to keep records.** Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
- (15) Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

C. **Certification of Nonsegregated Facilities (Over \$10,000)**

By the submission of this bid, the bidder, offerer, applicant or subcontractor certifies that he/she does not maintain or provide for his/her employees any segregated facility at any of his/her establishments, and that he/she does not permit employees to perform their services at any location, under his/her control, where segregated facilities are maintained. He/She certifies further that he/she will not maintain or provide for employees any segregated facilities at any of his/her establishments, and he/she will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder, offerer, applicant or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause of this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas,\*\*transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. He/She further agrees that (except where he/she has obtained identical certifications from proposed subcontractors for specific time periods) he/she will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause; that he/she will retain such certifications in his/her files; and that he/she will forward the following notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).



\*\*Parking lots, drinking fountains, recreation or entertainment areas

**D. Civil Rights Act of 1964**

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

**E. Section 109 of the Housing and Community Development Act of 1974.**

(a) No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

**PROPOSED SUBCONTRACTS BREAKDOWN    TABLE A**

FOR THE PERIOD COVERING THE DURATION OF THE CDBG ASSISTED PROJECT

Column 1	Column 2	Column 3	Column 4	Column 5
TYPE OF CONTRACT (BUSINESS OR PROFESSION)	TOTAL NUMBER OF CONTRACTS	TOTAL APPROXIMATE DOLLAR AMOUNT	ESTIMATED NUMBER CONTRACTS TO PROJECT AREA BUSINESS*	ESTIMATED DOLLAR AMOUNT TO PROJECT AREA BUSINESSES

\*The Project Area is coextensive with the Fairfield County boundaries.

\_\_\_\_\_  
Company

\_\_\_\_\_  
Project Name

\_\_\_\_\_  
N/A  
Project Number

\_\_\_\_\_  
EEO Officer (Signature)

**TABLE B****ESTIMATED PROJECT WORKFORCE BREAKDOWN**

COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4	COLUMN 5
JOB CATEGORY	TOTAL ESTIMATE POSITIONS	NUMBER POSITIONS CURRENTLY OCCUPIED BY PERMANENT EMPLOYEES	NUMBER POSITION NOT CURRENTLY OCCUPIED	NUMBER POSITION TO BE FILLED WITH L.I.P.A.R.*
OFFICES/SUPERVISORS				
PROFESSIONALS				
TECHNICIANS				
HOUSING SALES/RENTAL MANAGEMENT				
OFFICE CLERICAL				
SERVICE WORKERS				
OTHERS				

**TRADE**

JOURNEYMEN				
HELPERS				
APPRENTICES				
MAXIMUM NUMBER TRAINEES				
OTHERS				

**TRADE**

JOURNEYMEN				
HELPERS				
APPRENTICES				
MAXIMUM NUMBER TRAINEES				
OTHERS				

**TRADE**

JOURNEYMEN				
HELPERS				
APPRENTICES				
MAXIMUM NUMBER TRAINEES				
OTHERS				

<b>TOTAL</b>				
--------------	--	--	--	--

\*Lower income project area residents (L.I.P.A.R.) are individuals residing within Fairfield County whose family income does not exceed 80% of the median income in the MSA.

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 COMPANY

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**OHIO DEPARTMENT OF DEVELOPMENT  
OFFICE OF HOUSING AND COMMUNITY PARTNERSHIPS  
CERTIFICATION BY PROPOSED CONTRACTOR REGARDING  
EQUAL EMPLOYMENT OPPORTUNITY**

---

**NAME OF PRIME CONTRACTOR:**

**PROJECT NUMBER:**

N/A

---

**INSTRUCTIONS**

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such report is submitted.

---

**CONTRACTOR'S CERTIFICATION**

---

NAME AND ADDRESS OF BIDDER (Include ZIP Code)

---

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.

☐ Yes

☐ No

---

2. Compliance reports were required to be filed in connection with such contract or subcontract.

☐ Yes

☐ No

---

3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.

☐ Yes

☐ No

---

4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?

☐ Yes

☐ No

---

NAME AND TITLE OF SIGNER (Please type)

---

SIGNATURE

---

DATE

---

Modeled after form HUD-12

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**OHIO DEPARTMENT OF DEVELOPMENT  
OFFICE OF HOUSING & COMMUNITY PARTNERSHIPS  
CERTIFICATION BY PROPOSED SUBCONTRACTOR REGARDING  
EQUAL EMPLOYMENT OPPORTUNITY**

---

**NAME OF PRIME CONTRACTOR:**

**PROJECT NUMBER:**

---

**INSTRUCTIONS**

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the subcontractor has not filed a compliance report due under applicable instructions, such subcontractor shall be required to submit a compliance report before the owner approves the subcontract or permits work to begin under the subcontract.

---

**SUBCONTRACTOR'S CERTIFICATION**

---

NAME AND ADDRESS OF SUBCONTRACTOR (Include ZIP Code)

---

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.

☐ Yes

☐ No

---

2. Compliance reports were required to be filed in connection with such contract or subcontract.

☐ Yes

☐ No

---

3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.

☐ Yes

☐ No

---

4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?

☐ Yes

☐ No

---

NAME AND TITLE OF SIGNER (Please type)

---

SIGNATURE

DATE

---

Modeled after form HUD-12

## CONTRACTOR'S CERTIFICATION

### COMPLIANCE WITH AIR AND WATER ACTS

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TO:

\_\_\_\_\_  
CITY/VILLAGE/COUNTY

PROJECT: Village of Pleasantville – Ballfield Improvements

I, the undersigned, having executed a contract for the above identified project, acknowledge that:

During the performance of this contract, the contractor and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner, the following:

- (1) A stipulation by the Contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.
- (2) Agreement by the contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- (3) A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract, is under consideration to be listed on the EPA List of Violating Facilities.
- (4) Agreement by the Contractor that he will include, or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the Government may direct as a means of enforcing such provisions.

---

NOTE:           Applicable only to Federally assisted Construction contracts and related subcontracts exceeding \$100,000.

Acknowledged by \_\_\_\_\_  
Contractor

Title: \_\_\_\_\_

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

**ARCHITECT'S CERTIFICATION  
COMPLIANCE WITH MINIMUM STANDARDS FOR  
ACCESSIBILITY BY THE PHYSICALLY HANDICAPPED**

Grantee Number: \_\_\_\_\_

Project Name: Village of Pleasantville – Ballfield Improvements  
\_\_\_\_\_

Pursuant to the requirements of the Architectural Barriers Act of 1968, 42 USC 4151, and the regulations issued subsequent thereto, the undersigned certifies that the design of the above-mentioned project is in conformance with the minimum standards contained in the American Standard Specifications for Making Buildings and Facilities Accessible To and Usable By, the Physically Handicapped, Number A-117.1R-1971 (as modified by 41 CFR 101-19.603).

Architect for the project:  
(Legal name and address) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature: \_\_\_\_\_  
\_\_\_\_\_  
(Print Name)

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

Name of Chief Local  
Executive Official: \_\_\_\_\_

Signature: \_\_\_\_\_

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



**ENGINEER'S CERTIFICATION  
COMPLIANCE WITH MINIMUM STANDARDS FOR  
ACCESSIBILITY BY THE PHYSICALLY HANDICAPPED**

Grantee Number: \_\_\_\_\_

Project Name: Village of Pleasantville – Ballfield Improvements

\_\_\_\_\_

Pursuant to the requirements of the Architectural Barriers Act of 1968, 42 USC 4151, and the regulations issued subsequent thereto, the undersigned certifies that the design of the above-mentioned project is in conformance with the minimum standards contained in the American Standard Specifications for Making Buildings and Facilities Accessible To and Usable By, the Physically Handicapped, Number A-117.1R-1971 (as modified by 41 CFR 101-19.603).

Engineer for the project:  
(Legal name and address)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature: \_\_\_\_\_  
\_\_\_\_\_  
(Print Name)

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

Name of Chief Local  
Executive Official: \_\_\_\_\_

Signature: \_\_\_\_\_

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

**DESIGNER'S CERTIFICATION  
COMPLIANCE WITH MINIMUM STANDARDS FOR  
ACCESSIBILITY BY THE PHYSICALLY HANDICAPPED**

Grantee Number: \_\_\_\_\_

Project Name: Village of Pleasantville – Ballfield Improvements

Pursuant to the requirements of the Architectural Barriers Act of 1968, 42 USC 4151, and the regulations issued subsequent thereto, the undersigned certifies that the design of the above-mentioned project is in conformance with the minimum standards contained in the American Standard Specifications for Making Buildings and Facilities Accessible To and Usable By, the Physically Handicapped, Number A-117.1R-1971 (as modified by 41 CFR 101-19.603).

Designer for the project:  
(Legal name and address) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature: \_\_\_\_\_  
\_\_\_\_\_  
(Print Name)

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

Name of Chief Local  
Executive Official: \_\_\_\_\_

Signature: \_\_\_\_\_

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

## **LOBBYING**

The Contractor certifies, to the best of his or her knowledge and belief, that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative agreement;
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any Contractor for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Contractor shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- (c) The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subcontractors shall certify and disclose accordingly.

**Ohio Department of Development  
Office of Community Development**

**Section 3 Clause**

All Section 3 covered contracts shall include the following clause (referred to as the Section 3 clause):

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.
- F. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

**Ohio Department of Development  
Office of Community Development**

**Reporting Period<sup>1</sup>:** From \_\_\_\_\_ To \_\_\_\_\_

**Contractor Name:** \_\_\_\_\_

**Contractor Address:** \_\_\_\_\_

**Contractor Phone Number:** \_\_\_\_\_

**Section 3 Business Concern<sup>3</sup>:** Yes ☐ No ☐

				Labor Hour Classification <sup>10</sup>		
<u>Employee Name</u>	<u>Work Classification</u> <sup>4</sup>	<u>Section 3 Status</u> <sup>5</sup>	<u>Total Labor Hours</u> <sup>6</sup>	<u>Unclassified Labor Hours</u> <sup>7</sup>	<u>Section 3 Labor Hours</u> <sup>8</sup>	<u>Targeted Section 3 Labor Hours</u>
TOTAL:			0.00	0.00	0.00	0.00

**CONTRACTOR CERTIFICATION:**

I hereby certify the accuracy of the data reported above.

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

**Signature:** \_\_\_\_\_

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

**Title:** \_\_\_\_\_

**FOR GRANT RECIPIENT USE ONLY<sup>11</sup>**

Office of Community Development Grant Information

Grant Number: \_\_\_\_\_

**Project:** \_\_\_\_\_

**Activity:** \_\_\_\_\_

Reviewed by: \_\_\_\_\_ Date: \_\_\_\_\_

### Instructions: Monthly Section 3 Utilization Report

Contractors and subcontractors (Contractors) must submit the Monthly Section 3 Utilization Report form to the Office of Community Development grantee to report labor hours worked on Section 3 projects. See Program Policy 21-04 for more information regarding Section 3 compliance.

<sup>1</sup> The Reporting Period may not exceed four weeks.

<sup>2</sup> The Project Location should include the local jurisdiction (e.g. township, village, or city) and county.

<sup>3</sup> A Section 3 business concern is a business concern meeting at least one of the following criteria, documented within the last six-month period: 1) It is at least 51 percent owned and controlled by low- or very low-income persons; 2) Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers; or 3) It is a business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing. Contractors must submit a Section 3 Business Self-Certification form to be considered a Section 3 business concern.

<sup>4</sup> List classification descriptive of work performed by employee.

<sup>5</sup> Section 3 status: Section 3 Worker, Targeted Section 3 Worker, or Unclassified, as documented by a Section 3 Worker Status Certification form. The status of a Section 3 worker or Targeted Section 3 worker shall not be negatively affected by a prior arrest or conviction.

A Section 3 worker is any worker who currently fits or when hired within the past five years fit at least one of the following categories, as documented: 1) The worker's income for the previous or annualized calendar year is below the income limit established by HUD; 2) The worker is employed by a Section 3 business concern; or 3) The worker is a YouthBuild participant.

A Targeted Section 3 worker is a Section 3 worker who is: 1) A worker employed by a Section 3 business concern; or 2) A worker who currently fits or when hired fit at least one of the following categories, as documented within the past five years: a) Living within the service area or the neighborhood of the project; or b) A YouthBuild participant.

An Unclassified worker is a worker who does not meet the criteria for either Section 3 worker or Targeted Section 3 worker.

<sup>6</sup> Total Labor Hours. Total labor hours worked on the Section 3 project during the reporting period.

<sup>7</sup> Unclassified Labor Hours. Labor hours performed by an Unclassified worker.

<sup>8</sup> Section 3 Labor Hours. Labor hours performed by a Section 3 worker. Note: Labor hours for Targeted Section 3 Workers must be entered as Section 3 Labor Hours and Targeted Section 3 Labor Hours.

<sup>9</sup> Targeted Section 3 Labor Hours. Labor hours performed by a Targeted Section 3 worker. Note: Labor hours for Targeted Section 3 Workers must be entered as Section 3 Labor Hours and Targeted Section 3 Labor Hours.

<sup>10</sup> Labor Hour Classification example:

<u>Employee Name</u>	<u>Work Classification</u> <sup>4</sup>	<u>Section 3 Status</u> <sup>5</sup>	<u>Total Labor Hours</u> <sup>6</sup>	<u>Labor Hour Classification</u> <sup>10</sup>		
				<u>Unclassified Labor Hours</u> <sup>7</sup>	<u>Section 3 Labor Hours</u> <sup>8</sup>	<u>Targeted Section 3 Labor Hours</u> <sup>9</sup>
Employee A	Bricklayer	Unclassified	65	65		
Employee B	Tile Setter	Section 3 Worker	60		60	
Employee C	Roofer	Targeted Section 3 Worker	70		70	70
Total			195	65	130	70

<sup>11</sup> The Office of Community Development (OCD) grantee must enter the OCD grant number, project name, and activity name. The grantee must enter initials and date after performing a basic review (e.g., form is complete and Labor Hour Classifications accurately reflect indicated Section 3 Status). The grantee may request additional information or supporting documentation to clarify inaccuracies or omissions.

**Ohio Department of Development  
Office of Community Development**

**Section 3 Business Self-Certification**

Business Name \_\_\_\_\_  
Street Address \_\_\_\_\_  
City \_\_\_\_\_  
State \_\_\_\_\_  
Zip Code \_\_\_\_\_

Business Phone Number \_\_\_\_\_  
Business Website \_\_\_\_\_  
Business Point of Contact \_\_\_\_\_  
Business Email \_\_\_\_\_

Type of Business: (Check One): ☐ Corporation ☐ Partnership ☐ Sole Proprietorship ☐ Other

In accordance with 24 CFR 75, a business must meet at least one of the following criteria, documented within the last six-month period, to self-certify as a Section 3 business concern. Select all that apply:

- ☐ The business is at least 51 percent owned and controlled by low- or very low-income persons<sup>1</sup>;
- ☐ Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers<sup>2</sup>; or
- ☐ The business is at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.<sup>3</sup>

The status of a Section 3 business concern shall not be negatively affected by a prior arrest or conviction of its owner(s) or employees.

By submitting this form, I certify that the information contained on this form is true and accurate and meets U.S. Department of Housing and Urban Development (HUD) Section 3 business self-certification eligibility requirements in accordance with 24 CFR Part 75.

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

**Signature:** \_\_\_\_\_

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

**Title:** \_\_\_\_\_

<sup>1</sup> HUD income limits are available at <https://www.huduser.gov/portal/datasets/il.html>. Business may be required to provide proof of ownership and a completed Section 3 Worker Status Certification form for each owner.

<sup>2</sup> Business may be required to provide full staff payrolls for the prior three-month period and completed Section 3 Worker Status

Certification forms for all personnel.

<sup>3</sup> Business may be required to provide proof of ownership and verification of residence in public housing or Section 8-assisted housing.



**Ohio Department of Development  
Office of Community Development**

**Section 3 Worker Status Certification**

An individual who works or seeks to work on a Section 3 project must certify his/her eligibility to be classified as a Section 3 Worker or Targeted Section 3 Worker, as defined in 24 CFR part 75. The status of a Section 3 Worker or Targeted Section 3 Worker shall not be negatively affected by a prior arrest or conviction.

**Please select the applicable classification.**

I am a worker who currently fits or when hired within the past five years fit one of the following categories, as documented:

Section 3 Worker

☐ My income for the previous calendar year is below the income limit<sup>1</sup> established by HUD;

Targeted Section 3 Worker

☐ I am a YouthBuild participant <sup>2</sup>; or

Unclassified

☐ None of the above.

By submitting this form, I certify that the information contained on this form is true and accurate and meets U.S. Department of Housing and Urban Development (HUD) Section 3 self-certification eligibility requirements in accordance with 24 CFR part 75.

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

**Signature:** \_\_\_\_\_

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

**Address:** \_\_\_\_\_

---

<sup>1</sup> HUD income limits are available at <https://www.huduser.gov/portal/datasets/il.html>.

<sup>2</sup> Individual may be required to provide evidence that he/she is a YouthBuild participant.

**A. APPLICABILITY**

The Project or Program to which the construction work covered by this Contract pertains is being assisted by the United States of America, and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

**(1) MINIMUM WAGES**

- (i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment, computed at rates not less than those contained in the wage determination of the Secretary of Labor (which is attached hereto and made a part hereof), regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH1321)) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place, where it can be easily seen by the workers.

**(ii) Additional Classifications.**

- (A) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:
- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination;
  - (2) The classification is utilized in the area by the construction industry; and
  - (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (B) If the contractor, the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division ("Administrator"), Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget ("OMB") under OMB control number 1235-0023.)
- (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, or HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1235-0023.)

(D) The wage rate (including fringe benefits, where appropriate) determined pursuant to subparagraphs (1)(ii)(B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1235-0023.)

(2) **Withholding.** HUD or its designee shall, upon its own action or upon written request of an authorized representative of the U.S. Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The U.S. Department of Labor shall make such disbursements in the case of direct Davis-Bacon Act contracts.

(3) **Payrolls and basic records.**

(i) **Maintaining Payroll Records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification(s), hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid.

Whenever the Secretary of Labor has found, under 29 CFR 5.5(a)(1)(iv), that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1235-0023 and 1215-0018)

(ii) **Certified Payroll Reports.**

(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/agencies/whd/forms> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the U.S. Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1235-0008.)

- (B) Each payroll submitted shall be accompanied by a “Statement of Compliance,” signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
  - (1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;
  - (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;
  - (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract; and
- (C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the “Statement of Compliance” required by subparagraph (a)(3)(ii)(b).
- (D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph (a)(3)(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the U.S. Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### (4) Apprentices and Trainees.

- (i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency (where appropriate), to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman’s hourly rate) specified in the contractor’s or subcontractor’s registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice’s level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program.

If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed, unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (iii) **Equal employment opportunity.** The utilization of apprentices, trainees, and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

- (5) **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this Contract.
- (6) **Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs (1) through (11) in this paragraph (a) and such other clauses as HUD or its designee may, by appropriate instructions, require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.
- (7) **Contract termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- (8) **Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this Contract.
- (9) **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.
- (10) **Certification of Eligibility.**
  - (i) By entering into this Contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

- (ii) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.
- (iii) Anyone who knowingly makes, presents, or submits a false, fictitious, or fraudulent statement, representation or certification is subject to criminal, civil and/or administrative sanctions, including fines, penalties, and imprisonment (e.g., 18 U.S.C. §§ 287, 1001, 1010, 1012; 31 U.S.C. §§ 3729, 3802).

**(11) Complaints, Proceedings, or Testimony by Employees.** No laborer or mechanic, to whom the wage, salary, or other labor standards provisions of this Contract are applicable, shall be discharged or in any other manner discriminated against by the contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

#### **B. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

The provisions of this paragraph (b) are applicable where the amount of the prime contract exceeds **\$100,000**. As used in this paragraph, the terms “laborers” and “mechanics” include watchmen and guards.

- (1) Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work, which may require or involve the employment of laborers or mechanics, shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek, unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph B(1) of this paragraph, the contractor, and any subcontractor responsible therefor, shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph B(1) of this paragraph, **in the sum set by the U.S. Department of Labor at 29 CFR 5.5(b)(2)** for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph B(1) of this paragraph. In accordance with the Federal Civil Penalties Inflation Adjustment Act of 1990 (28 U.S.C. § 2461 Note), the DOL adjusts this civil monetary penalty for inflation no later than January 15 each year.
- (3) Withholding for unpaid wages and liquidated damages.** HUD or its designee shall, upon its own action or upon written request of an authorized representative of the U.S. Department of Labor, withhold or cause to be withheld from any moneys payable on account of work performed by the contractor or subcontractor under any such contract, or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages, as provided in the clause set forth in subparagraph B(2) of this paragraph.
- (4) Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph B(1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs B(1) through (4) of this paragraph.

#### **C. HEALTH AND SAFETY**

The provisions of this paragraph (c) are applicable where the amount of the prime contract exceeds **\$100,000**.

- (1)** No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his or her health and safety, as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.
- (2)** The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to 29 CFR Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96), 40 U.S.C. § 3701 et seq.
- (3)** The contractor shall include the provisions of this paragraph in every subcontract, so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

**CERTIFICATE OF COMPLIANCE**  
**WITH FEDERAL LABOR STANDARDS PROVISIONS**

I, the undersigned \_\_\_\_\_, the duly authorized representative of \_\_\_\_\_ (hereinafter referred to as the contractor), do hereby certify that I have examined the Federal Labor Standards Provisions (HUD-4010) with related certificates and documents, and all of the conditions surrounding these provisions including, but not limited to the following:

1. The contractor is responsible for employing only eligible sub-contractors who have certified eligibility in written contracts containing Federal Labor Standards Provisions.
2. The contractor is responsible for the payment of federal prevailing wage rates by its sub-contractors while performing work under this contract. If the sub-contractor fails to pay the prevailing wages as specified in this contract, the prime contractor may be required to make appropriate restitution to the underpaid workers.
3. The contractor is responsible for collecting weekly certified payrolls from its sub-contractors, review said payrolls for compliance with the federal wage rates, and forward same to the local government contract authority.
4. The contractor also understands that only those classifications listed in the original bid documents are applicable to this job, and no special classifications may be incorporated after contract award.

The prime contractor hereby agrees to perform all of its responsibilities in conformance with the Federal Labor Standards Provisions both diligently and affectively.

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

TITLE: \_\_\_\_\_

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**COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

**CONTRACTOR'S CERTIFICATION**

**CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS**

TO (APPROPRIATE RECIPIENT): Fairfield County Commissioners	DATE
C/O	PROJECT NUMBER (IF ANY) N/A
	PROJECT NAME: Fairfield County – CDBG – Village of Pleasantville – Ballfield Improvements

1. The undersigned, having executed a contract with the Fairfield County Commissioners for the construction of the above-identified project, acknowledges that:
  - (a) The Labor Standards provisions are included in the aforesaid contract;
  - (b) Correction of any infractions of the aforesaid conditions, including infractions by any of his subcontractors and any lower tier subcontractors, is his responsibility;
2. He certifies that:
  - (a) Neither he nor any firm, partnership or association in which he has substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act, as amended [40 U.S.C. 276a-2(a)].
  - (b) No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership or association in which such subcontractor has a substantial interest is designated as an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions.
3. He agrees to obtain and forward to the aforementioned recipient within ten days after the execution of any subcontract, including those executed by his subcontractors any lower tier subcontractors, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements executed by the subcontractors.



4. He certifies that:

(a) The legal name and the business address of the undersigned is:

(b) The undersigned is:

- \_\_\_\_\_ (1) A Single Proprietorship  
\_\_\_\_\_ (2) A corporation organized in the State of  
\_\_\_\_\_ (3) A Partnership  
\_\_\_\_\_ (4) Other Organization (Describe):

(c) The name, title and address of the owner, partners or officers of the undersigned are:

NAME	TITLE	ADDRESS

(d) The names and address of all other persons, both natural and corporate, having a substantial interest in the undersigned, and the nature of the interest are: (If none, so state):

NAME	ADDRESS	NATURE OF INTEREST

(e) The names, addresses and trade classifications of all other building construction contractors in which the undersigned has a substantial interest are: (If none, so state):

NAME	ADDRESS	TRADE CLASSIFICATION

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

(Contractor)

\_\_\_\_\_  
(By)

**WARNING**

**U. S. CRIMINAL CODE, Section 1010, Title 18, U.S.C., provides in part: "Whoever . . . makes, passes, utters or publishes any statement, knowing the same to be false . . . shall be fined not more than \$5,000 or imprisoned not more than two years, or both."**

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**COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

**SUBCONTRACTOR'S CERTIFICATION**

**CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS**

TO (APPROPRIATE RECIPIENT): Fairfield County Commissioners	DATE
C/O	PROJECT NUMBER (IF ANY)
	PROJECT NAME Fairfield County – CDBG – Village of Pleasantville – Ballfield Improvements

1. The undersigned, having executed a contract with the Fairfield County Commissioners for the construction of the above-identified project, acknowledges that:
  - (a) The Labor Standards provisions are included in the aforesaid contract;
  - (b) Correction of any infractions of the aforesaid conditions, including infractions by any of his subcontractors and any lower tier subcontractors, is his responsibility;
2. He certifies that:
  - (a) Neither he nor any firm, partnership or association in which he has substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act, as amended [40 U.S.C. 276a-2(a)].
  - (b) No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership or association in which such subcontractor has a substantial interest is designated as an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions.
3. He agrees to obtain and forward to the aforementioned recipient within ten days after the execution of any subcontract, including those executed by his subcontractors any lower tier subcontractors, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements executed by the subcontractors.

4. He certifies that:

(a) The legal name and the business address of the undersigned is:

(b) The undersigned is:

\_\_\_\_\_ (1) A Single Proprietorship

\_\_\_\_\_ (2) A corporation organized in the State of

\_\_\_\_\_ (3) A Partnership

\_\_\_\_\_ (4) Other Organization (Describe):

(c) The name, title and address of the owner, partners or officers of the undersigned are:

NAME	TITLE	ADDRESS

(d) The names and address of all other persons, both natural and corporate, having a substantial interest in the undersigned, and the nature of the interest are: (If none, so state):

NAME	ADDRESS	NATURE OF INTEREST

(e) The names, addresses and trade classifications of all other building construction contractors in which the undersigned has a substantial interest are: (If none, so state):

NAME	ADDRESS	TRADE CLASSIFICATION

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

\_\_\_\_\_  
(Sub-Contractor)

\_\_\_\_\_  
(By)

**WARNING**

**U. S. CRIMINAL CODE, Section 1010, Title 18, U.S.C., provides in part: "Whoever . . . makes, passes, utters or publishes any statement, knowing the same to be false . . . shall be fined not more than \$5,000 or imprisoned not more than two years, or both."**

**AFFIDAVIT OF CONTRACTOR OR SUBCONTRACTOR**

**MINIMUM WAGES**

STATE OF OHIO

)  
)  
)  
)

COUNTY OF \_\_\_\_\_)

SS: \_\_\_\_\_

I \_\_\_\_\_,

(Name of person signing affidavit)

\_\_\_\_\_  
(Title)

OF THE \_\_\_\_\_, DO HEREBY

(Name of Contractor or Subcontractor)

CERTIFY THAT THE WAGES PAID TO ALL EMPLOYEES FOR THE FULL NUMBER OF  
HOURS WORKED IN CONNECTION WITH \_\_\_\_\_

(NAME OF OWNER)

CONTRACT NO. \_\_\_\_\_, FOR \_\_\_\_\_

(Description of Project)

DURING THE FOLLOWING PERIOD FROM \_\_\_\_\_ TO \_\_\_\_\_

IS IN ACCORDANCE WITH THE MINIMUM RATES OF WAGES PRESCRIBED BY THE  
CONTRACT DOCUMENTS. I FURTHER CERTIFY THAT NO REBATES OR DEDUCTIONS  
FROM ANY WAGES DUE ANY PERSON HAVE BEEN DIRECTLY OR INDIRECTLY  
MADE OTHER THAN THOSE PROVIDED BY LAW.

\_\_\_\_\_  
(Signature of Officer or Agent)

SWORN TO AND SUBSCRIBED IN MY PRESENCE THIS \_\_\_\_\_

DAY OF \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

**PARTIAL WAIVER OF MECHANIC'S LIEN**

Progress Payment No. \_\_\_\_\_

TO ALL WHOM IT MAY CONCERN:

Upon receipt of the sum of (3) \_\_\_\_\_

Dollars (\$ \_\_\_\_\_), the undersigned, subject to the reservations contained herein below,

does hereby waive, release and relinquish any and all liens and claims for liens for

labor or work performed and/or material furnished through the (4) \_\_\_\_\_ day of

(5) \_\_\_\_\_, 20(6) \_\_\_\_\_ to the construction project commonly known as (7)

\_\_\_\_\_ ,

located at (8) \_\_\_\_\_

and owned by (9) \_\_\_\_\_.

Nothing in this Partial Waiver of Mechanic's Lien shall waive or otherwise affect lien

rights for retainage now being held by (10) \_\_\_\_\_

for Labor or work performed and/or material furnished prior to the (4) \_\_\_\_\_ day of

(5) \_\_\_\_\_, (6) \_\_\_\_\_ on or to the above referenced project.

Dated this (11) \_\_\_\_\_ day of (12) \_\_\_\_\_, (13) \_\_\_\_\_.

WITNESS:

(15) \_\_\_\_\_

(14) \_\_\_\_\_

By \_\_\_\_\_

(16)

(14) \_\_\_\_\_

Instructions For  
PARTIAL WAIVER OF MECHANIC'S LIEN

- (1) Underlined Material May Require Editing
- (2) Number of Progress Payment
- (3) Amount of Progress Payment
- (4) Day - Effective Date of Progress Payment
- (5) Month - Effective Date of Progress Payment
- (6) Year - Effective Date of Progress Payment
- (7) Name of Project
- (8) Address of Project
- (9) Name of Owner
- (10) Name of Original Contractor
- (11) Day
- (12) Month
- (13) Year
- (14) Signature of Witness
- (15) Name of Party Waiving Lien
- (16) Name and Capacity of Signing Agent
- (17) Location of Acknowledgment



# **FEDERAL DAVIS – BACON WAGE DECISION**

## **SECTION 1**

## **FEDERAL DAVIS-BACON PREVAILING WAGE RATE REQUIREMENTS**

The Fairfield County – CDBG – Village of Pleasantville - Ballfield Improvements is subject to the following Prevailing Wage Rates:

OH20240001

Attached are the Federal Prevailing Wage Rates applicable to this project as of the date this bid packet was compiled. The Contractor is responsible for ensuring that the wages paid to all employees reflect the wage rates that are current on the day of the bid opening.

Current Wage Rates may be obtained at the following website:

[www.sam.gov](http://www.sam.gov)

Ohio  
Fairfield County  
Heavy/Highway

"General Decision Number: OH20240001 03/08/2024

Superseded General Decision Number: OH20230001

State: Ohio

Construction Types: Heavy and Highway

Counties: Ohio Statewide.

Heavy and Highway Construction Projects

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<p>Executive Order 14026 generally applies to the contract.</p> <p>The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.</p>
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<p>Executive Order 13658 generally applies to the contract.</p> <p>The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.</p>

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/05/2024
1	01/26/2024
2	03/08/2024

BROH0001-001 06/01/2022

DEFIANCE, FULTON (Excluding Fulton, Amboy & Swan Creek Townships), HENRY (Excluding Monroe, Bartlow, Liberty, Washington, Richfield, Marion, Damascus & Townships & that part of Harrison Township outside corporate limits of city of Napoleon), PAULDING, PUTNAM and WILLIAMS COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 31.40	18.55

BROH0001-004 06/01/2022

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 31.40	18.55

BROH0003-002 06/01/2022

FULTON (Townships of Amboy, Swan Creek & Fulton), HENRY (Townships of Washington, Damascus, Richfield, Bartlow, Liberty, Harrison, Monroe, & Marion), LUCAS and WOOD (Townships of Perrysburg, Ross, Lake, Troy, Freedom, Montgomery, Webster, Center, Portage, Middleton, Plain, Liberty, Henry, Washington, Weston, Milton, Jackson & Grand Rapids) COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 31.40	18.55

BROH0005-003 06/01/2020

CUYAHOGA, LORAIN & MEDINA (Hinckley, Granger, Brunswick, Liverpool, Montville, York, Homer, Harrisville, Chatham, Litchfield & Spencer Townships and the city of Medina)

	Rates	Fringes
BRICKLAYER		
BRICKLAYERS; CAULKERS;		
CLEANERS; POINTERS; &		
STONEMASONS.....	\$ 36.64	17.13
SANDBLASTERS.....	\$ 36.39	17.13
SEWER BRICKLAYERS & STACK		
BUILDERS.....	\$ 36.64	17.13
SWING SCAFFOLDS.....	\$ 37.14	17.13

BROH0006-005 06/01/2022

CARROLL, COLUMBIANA (Knox, Butler, West & Hanover Townships), STARK & TUSCARAWAS

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 31.40	18.55

BROH0007-002 06/01/2022

LAWRENCE

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 31.40	18.55

BROH0007-005 06/01/2022

PORTAGE &amp; SUMMIT

	Rates	Fringes
BRICKLAYER.....	\$ 31.40	18.55

BROH0007-010 06/01/2017

PORTAGE &amp; SUMMIT

	Rates	Fringes
MASON - STONE.....	\$ 28.65	14.55

BROH0008-001 06/01/2022

COLUMBIANA (Salem, Perry, Fairfield, Center, Elk Run,  
Middleton, & Unity Townships and the city of New Waterford),  
MAHONING & TRUMBULL

	Rates	Fringes
BRICKLAYER.....	\$ 31.40	18.55

BROH0009-002 06/01/2022

BELMONT & MONROE COUNTIES and the Townships of Warren & Mt.  
Pleasant and the Village of Dillonvale in JEFFERSON COUNTY

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 31.40	18.55
Refractory.....	\$ 31.45	19.01

BROH0010-002 06/01/2022

COLUMBIANA (St. Clair, Madison, Wayne, Franklin, Washington,  
Yellow Creek & Liverpool Townships) & JEFFERSON (Brush Creek &  
Saline Townships)

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 31.40	18.55

BROH0014-002 06/01/2022

HARRISON & JEFFERSON (Except Mt. Pleasant, Warren, Brush Creek,  
Saline & Salineville Townships & the Village of Dillonvale)

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 31.40	18.55

BROH0016-002 06/01/2022

## ASHTABULA, GEAUGA, and LAKE COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 31.40	18.55

BROH0018-002 06/01/2022

BROWN, BUTLER, CLERMONT, HAMILTON, PREBLE (Gasper, Dixon,  
Israel, Lanier, Somers & Gratis Townships) & WARREN COUNTIES:

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 31.40	18.55

BROH0022-004 06/01/2022

CHAMPAIGN, CLARK, CLINTON, DARKE, GREENE, HIGHLAND, LOGAN,  
MIAMI, MONTGOMERY, PREBLE (Jackson, Monroe, Harrison, Twin,  
Jefferson & Washington Townships) and SHELBY COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 31.40	18.55

BROH0032-001 06/01/2022

GALLIA &amp; MEIGS

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 31.40	18.55

BROH0035-002 06/01/2022

ALLEN, AUGLAIZE, MERCER and VAN WERT COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 31.40	18.55

BROH0039-002 06/01/2022

ADAMS &amp; SCIOTO

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 31.40	18.55

BROH0040-003 06/01/2022

ASHLAND, CRAWFORD, HARDIN, HOLMES, MARION, MORROW, RICHLAND,  
WAYNE and WYANDOT (Except Crawford, Ridge, Richland & Tymochtee  
Townships) COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 32.49	23.43

FOOTNOTE: Layout Man and Sawman rate: \$1.00 per hour above  
journeyman rate.

Free standing stack work ground level to top of stack;  
 Sandblasting and laying of carbon masonry material in swing  
 stage and/or scaffold; Ramming and spading of plastics and  
 gunniting: \$1.50 per hour above journeyman rate.  
 ""Hot"" work: \$2.50 above journeyman rate.

BROH0044-002 06/01/2022

	Rates	Fringes
Bricklayer, Stonemason COSHOCTON, FAIRFIELD, GUERNSEY, HOCKING, KNOX, KICKING, MORGAN, MUSKINGUM, NOBLE (Beaver, Buffalo, Seneca & Wayne Townships) & PERRY COUNTIES:.....	\$ 31.40	18.55

BROH0045-002 06/01/2021

FAYETTE, JACKSON, PIKE, ROSS and VINTON COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 30.40	17.66

BROH0046-002 06/01/2022

ERIE, HANCOCK, HURON, OTTAWA, SANDUSKY, SENECA, WOOD (Perry &  
 Bloom Townships) and WYANDOT (Tymochtee, Crawford, Ridge &  
 Richland Townships) COUNTIES & the Islands of Lake Erie north  
 of Sandusky

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 31.40	18.55

FOOTNOTE: Layout Man and Sawman rate: \$1.00 per hour above  
 journeyman rate.  
 Free standing stack work ground level to top of stack;  
 Sandblasting and laying of carbon masonry material in swing  
 stage and/or scaffold; Ramming and spading of plastics and  
 gunniting: \$1.50 per hour above journeyman rate.  
 ""Hot"" work: \$2.50 above journeyman rate.

BROH0052-001 06/01/2022

ATHENS COUNTY

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 31.40	18.55

BROH0052-003 06/01/2022

NOBLE (Brookfield, Noble, Center, Sharon, Olive, Enoch, Stock,  
 Jackson, Jefferson & Elk Townships) and WASHINGTON COUNTIES

	Rates	Fringes
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Bricklayer, Stonemason.....\$ 31.40 18.55

BROH0055-003 06/01/2022

DELAWARE, FRANKLIN, MADISON, PICKAWAY and UNION COUNTIES

Rates Fringes

Bricklayer, Stonemason.....\$ 31.40 18.55

CARP0003-004 05/01/2017

MAHONING & TRUMBULL

Rates Fringes

CARPENTER.....\$ 26.20 17.42

CARP0069-003 05/01/2017

CARROLL, STARK, TUSCARAWAS & WAYNE

Rates Fringes

CARPENTER.....\$ 25.98 15.98

CARP0069-006 05/01/2017

COSHOCTON, HOLMES, KNOX & MORROW

Rates Fringes

CARPENTER.....\$ 24.04 15.29

CARP0171-002 05/01/2019

BELMONT, COLUMBIANA, HARRISON, JEFFERSON & MONROE

Rates Fringes

CARPENTER.....\$ 27.37 20.02

CARP0200-002 05/01/2023

ADAMS, ATHENS, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, GALLIA,  
GUERNSEY, HIGHLAND, HOCKING, JACKSON, LAWRENCE, LICKING,  
MADISON, MARION, MEIGS, MORGAN, MUSKINGUM, NOBLE, PERRY,  
PICKAWAY, PIKE, ROSS, SCIOTO, UNION, VINTON and WASHINGTON  
COUNTIES

Rates Fringes

CARPENTER.....\$ 32.42 21.42

Diver.....\$ 39.41 10.40

PILEDRIVERMAN.....\$ 32.42 21.42

CARP0248-005 07/01/2008

LUCAS & WOOD

Rates Fringes

CARPENTER.....\$ 27.27 14.58



	Rates	Fringes
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## CARPENTER

DEFIANCE, FULTON, HANCOCK, HENRY, PAULDING & WILLIAMS COUNTIES.....	\$ 23.71	13.28
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CARP0254-002 05/01/2017

## ASHTABULA, CUYAHOGA, GEAUGA &amp; LAKE

	Rates	Fringes
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CARPENTER.....	\$ 32.40	16.97
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CARP0372-002 05/01/2023

## ALLEN, AUGLAIZE, HARDIN, MERCER, PUTNAM &amp; VAN WERT

	Rates	Fringes
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CARPENTER.....	\$ 28.85	24.59
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CARP0639-003 05/01/2017

## MEDINA, PORTAGE &amp; SUMMIT

	Rates	Fringes
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CARPENTER.....	\$ 30.42	16.99
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CARP0735-002 05/01/2023

## ASHLAND, ERIE, HURON, LORAIN &amp; RICHLAND

	Rates	Fringes
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CARPENTER.....	\$ 31.62	21.63
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CARP1311-001 05/01/2017

BROWN, BUTLER, CHAMPAIGN, CLARK, CLERMONT, CLINTON, DARKE,  
GREENE, HAMILTON, LOGAN, MIAMI, MONTGOMERY, PREBLE, SHELBY &  
WARREN

	Rates	Fringes
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Carpenter & Piledrivermen.....	\$ 29.34	15.95
Diver .....	\$ 40.58	9.69

CARP1393-002 07/01/2008

CRAWFORD, DEFIANCE, FULTON, HANCOCK, HENRY, LUCAS, OTTAWA,  
PAULDING, SANDUSKY, SENECA, WILLIAMS & WOOD

	Rates	Fringes
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Piledrivermen & Diver's Tender...	\$ 27.30	16.05
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DIVERS - \$250.00 per day

ALLEN, AUGLAIZE, HARDIN, MERCER, PUTNAM, VAN WERT &amp; WYANDOT

	Rates	Fringes
Piledrivermen & Diver's Tender...	\$ 25.15	15.92
DIVERS - \$250.00 per day		

CARP1871-006 05/01/2017

BELMONT, HARRISON, &amp; MONROE

	Rates	Fringes
Diver, Wet .....	\$ 48.11	17.33
Piledrivermen; Diver, Dry.....	\$ 32.07	17.33

CARP1871-008 05/01/2017

ASHLAND, ASHTABULA, CUYAHOGA, ERIE, GEAUGA, HURON, LAKE,  
LORAIN, MEDINA, PORTAGE, RICHLAND & SUMMIT

	Rates	Fringes
Diver, Wet .....	\$ 45.80	18.84
Piledrivermen; Diver, Dry.....	\$ 30.53	18.84

CARP1871-014 05/01/2017

CARROLL, STARK, TUSCARAWAS &amp; WAYNE

	Rates	Fringes
Diver, Wet.....	\$ 38.34	16.95
Piledrivermen; Diver, Dry.....	\$ 25.56	16.95

CARP1871-015 05/01/2017

COSHOCOTON, HOLMES, KNOX &amp; MORROW

	Rates	Fringes
Diver, Wet.....	\$ 37.34	16.07
Piledrivermen; Diver, Dry.....	\$ 24.89	16.07

CARP1871-017 05/01/2017

MAHONING &amp; TRUMBULL

	Rates	Fringes
Diver, Wet .....	\$ 40.65	17.62
Piledrivermen; Diver, Dry.....	\$ 27.10	17.62

CARP2235-012 01/01/2014

COLUMBIANA &amp; JEFFERSON

	Rates	Fringes
PILEDRIVERMAN .....	\$ 31.74	16.41

CRAWFORD, OTTAWA, SANDUSKY, SENECA &amp; WYANDOT

	Rates	Fringes
CARPENTER.....	\$ 23.71	13.28

\* ELEC0008-002 05/29/2023

DEFIANCE, FULTON, HANCOCK, HENRY, LUCAS, OTTAWA, PAULDING,  
PUTNAM, SANDUSKY, SENECA, WILLIAMS & WOOD

	Rates	Fringes
CABLE SPLICER.....	\$ 38.98	18.96
ELECTRICIAN.....	\$ 46.38	4.5%+21.96

ELEC0032-003 12/04/2023

ALLEN, AUGLAIZE, HARDIN, LOGAN, MERCER, SHELBY, VAN WERT &  
WYANDOT (Crawford, Jackson, Marseilles, Mifflin, Ridgeland,  
Ridge & Salem Townships)

	Rates	Fringes
ELECTRICIAN.....	\$ 35.17	22.82

ELEC0038-002 04/24/2023

CUYAHOGA, GEAUGA (Bainbridge, Chester & Russell Townships) &  
LORAIN (Columbia Township)

	Rates	Fringes
ELECTRICIAN Excluding Sound & Communications Work.....	\$ 43.13	23.31

## FOOTNOTES;

- a. 6 Paid Holidays: New Year's Day; Memorial Day; July 4th;  
Labor Day; Thanksgiving Day; & Christmas Day
- b. 1 week's paid vacation for 1 year's service; 2 weeks' paid  
vacation for 2 or more years' service

ELEC0038-008 04/24/2023

CUYAHOGA, GEAUGA (Bainbridge, Chester & Russell Townships) &  
LORAIN (Columbia Township)

	Rates	Fringes
Sound & Communication Technician		
Communications Technician...	\$ 29.80	13.80
Installer Technician.....	\$ 28.55	13.76

## FOOTNOTES;

- a. 6 Paid Holidays: New Year's Day; Memorial Day; July 4th;  
Labor Day; Thanksgiving Day; & Christmas Day

b. 1 week's paid vacation for 1 year's service; 2 weeks' paid vacation for 2 or more years' service

3/28/2024

ELEC0064-003 11/27/2023

COLUMBIANA (Butler, Fairfield, Perry, Salem & Unity Townships)  
MAHONING (Austintown, Beaver, Berlin, Boardman, Canfield,  
Ellsworth, Coitsville, Goshen, Green, Jackson, Poland,  
Springfield & Youngstown Townships), & TRUMBULL (Hubbard &  
Liberty Townships)

	Rates	Fringes
ELECTRICIAN.....	\$ 37.90	20.08

ELEC0071-001 01/01/2019

ASHLAND, CHAMPAIGN, CLARK, COSHOCTON, CRAWFORD, DELAWARE,  
FAIRFIELD, FAYETTE, FRANKLIN, GUERNSEY, HIGHLAND, HOCKING,  
JACKSON (Coal, Jackson, Liberty, Milton, Washington & Wellston  
Townships), KNOX, LICKING, MADISON, MARION, MONROE, MORGAN,  
MORROW, MUSKINGUM, NOBLE, PERRY, PICKAWAY, PIKE (Beaver,  
Benton, Jackson, Mifflin, Pebble, Peepee, Perry & Seal  
Townships), RICHLAND, ROSS, TUSCARAWAS (Auburn, Bucks, Clay,  
Jefferson, Oxford, Perry, Salem, Rush, Washington & York  
Townships), UNION, VINTON (Clinton, Eagle, Elk, Harrison,  
Jackson, Richland & Swan Townships), and WASHINGTON COUNTIES

	Rates	Fringes
Line Construction		
Equipment Operators.....	\$ 33.62	13.40
Groundmen.....	\$ 24.17	11.32
Linemen & Cable Splicers....	\$ 38.27	14.42

ELEC0071-004 01/01/2019

AUGLAIZE, CLINTON, DARKE, GREENE, LOGAN, MERCER, MIAMI,  
MONTGOMERY, PREBLE, and SHELBY COUNTIES

	Rates	Fringes
Line Construction		
Equipment Operator.....	\$ 33.62	13.40
Groundman.....	\$ 24.17	11.32
Lineman & Cable Splicers....	\$ 38.27	14.42

ELEC0071-005 12/31/2018

ASHTABULA, CUYAHOGA, GEAUGA, LAKE & LORAIN

	Rates	Fringes
LINE CONSTRUCTION: Equipment Operator		
DOT/Traffic Signal & Highway Lighting Projects...	\$ 32.44	14.10
Municipal Power/Transit Projects.....	\$ 40.10	16.42
LINE CONSTRUCTION: Groundman DOT/Traffic Signal &		

Highway Lighting Projects...	\$ 25.06	12.26
Municipal Power/Transit Projects.....	\$ 31.19	14.11
LINE CONSTRUCTION:		
Linemen/Cable Splicer DOT/Traffic Signal & Highway Lighting Projects...	\$ 36.13	15.03
Municipal Power/Transit Projects .....	\$ 44.56	17.58

ELEC0071-008 01/01/2019

COLUMBIANA, MAHONING, and TRUMBULL COUNTIES

	Rates	Fringes
Line Construction		
Equipment Operator.....	\$ 33.62	13.40
Groundman.....	\$ 24.17	11.32
Lineman & Cable Splicers....	\$ 38.27	14.42

ELEC0071-010 01/01/2019

BELMONT, CARROLL, HARRISON, HOLMES, JEFFERSON, MEDINA, PORTAGE,  
STARK, SUMMIT, and WAYNE COUNTIES

	Rates	Fringes
Line Construction		
Equipment Operator.....	\$ 33.62	13.40
Groundman.....	\$ 24.17	11.32
Lineman & Cable Splicers...	\$ 38.27	14.42

ELEC0071-013 01/01/2019

BROWN, BUTLER, CLERMONT, HAMILTON, and WARREN COUNTIES

	Rates	Fringes
Line Construction		
Equipment Operator.....	\$ 33.62	13.40
Groundman.....	\$ 24.17	11.32
Lineman & Cable Splicers....	\$ 38.27	14.42

ELEC0071-014 01/01/2019

ADAMS, ATHENS, GALLIA, JACKSON (Bloomfield, Franklin, Hamilton,  
Lick, Jefferson, Scioto & Madison Townships), LAWRENCE, MEIGS,  
PIKE (Camp Creek, Marion, Newton, Scioto, Sunfish & Union  
Townships), SCIOTO & VINTON (Brown, Knox, Madison, Vinton &  
Wilkesville Townships)

	Rates	Fringes
Line Construction		
Equipment Operator.....	\$ 33.62	13.40
Groundman.....	\$ 24.17	11.32
Lineman & Cable Splicers....	\$ 38.27	14.42

\* ELEC0082-002 12/04/2023

CLINTON, DARKE, GREENE, MIAMI, MONTGOMERY, PREBLE & WARREN  
(Wayne, Clear Creek & Franklin Townships)

	Rates	Fringes
ELECTRICIAN.....	\$ 36.00	21.99

\* ELEC0082-006 11/28/2022

CLINTON, DARKE, GREENE, MIAMI, MONTGOMERY, PREBLE & WARREN  
(Wayne, Clear Creek & Franklin Townships)

	Rates	Fringes
Sound & Communication Technician		
Cable Puller.....	\$ 13.10 **	4.76
Installer/Technician.....	\$ 26.20	13.89

ELEC0129-003 02/27/2023

LORAIN (Except Columbia Township) & MEDINA (Litchfield &  
Liverpool Townships)

	Rates	Fringes
ELECTRICIAN.....	\$ 39.30	18.30

ELEC0129-004 02/27/2023

ERIE & HURON (Lyne, Ridgefield, Norwalk, Townsend, Wakeman,  
Sherman, Peru, Bronson, Hartland, Clarksfield, Norwich,  
Greenfield, Fairfield, Fitchville & New London Townships)

	Rates	Fringes
ELECTRICIAN.....	\$ 39.30	18.30

\* ELEC0141-003 06/01/2023

BELMONT COUNTY

	Rates	Fringes
CABLE SPLICER.....	\$ 30.63	25.87
ELECTRICIAN.....	\$ 35.70	28.87

ELEC0212-003 11/26/2018

BROWN, CLERMONT & HAMILTON

	Rates	Fringes
Sound & Communication Technician.....	\$ 24.35	10.99

ELEC0212-005 06/05/2023

BROWN, CLERMONT, and HAMILTON COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 34.41	21.55

ELEC0245-001 08/29/2022

ALLEN, HARDIN, VAN WERT & WYANDOT (Crawford, Jackson,  
Marseilles, Mifflin, Richland, Ridge & Salem Townships)

	Rates	Fringes
Line Construction		
Equipment Operator.....	\$ 32.37	26.5%+7.25
Groundman Truck Driver.....	\$ 19.35	7.00+27.25%
Lineman.....	\$ 44.22	7.00+27.25%

FOOTNOTE: a. Half day's Paid Holiday: The last 4 hours of  
the workday prior to Christmas or New Year's Day

\* ELEC0245-003 01/01/2024

DEFIANCE, FULTON, HANCOCK, HENRY, HURON, LUCAS, OTTAWA,  
PAULDING, PUTNAM, SANDUSKY, SENECA, WILLIAMS, and WOOD COUNTIES

	Rates	Fringes
Line Construction		
Cable Splicer.....	\$ 52.53	7.75+27%
Groundman/Truck Driver.....	\$ 19.99	7.75+27%
Heli-arc Welding.....	\$ 45.98	7.75+27%
Lineman.....	\$ 45.68	7.75+27%
Operator - Class 1.....	\$ 36.54	7.75+27%
Operator - Class 2.....	\$ 31.98	7.75+27%
Traffic Signal & Lighting Technician.....	\$ 41.11	7.75+27%

FOOTNOTE: a. 6 Observed Holidays: New Year's Day; Memorial  
Day; Independence Day; Labor Day; Thanksgiving Day; &  
Christmas Day. Employees who work on a holiday shall be  
paid at a rate of double their applicable classified  
straight-time rates for the work performed on such holiday.

ELEC0245-004 08/28/2023

ERIE COUNTY

	Rates	Fringes
Line Construction		
Cable Splicer.....	\$ 49.14	26.75%+6.75
Cablesplicer.....	\$ 52.76	27%+7.50
Groundman/Truck Driver.....	\$ 20.07	27%+7.50
Lineman.....	\$ 45.88	27%+7.50
Operator - Class 1.....	\$ 36.70	27%+7.50
Operator - Class 2.....	\$ 32.12	27%+7.50

FOOTNOTE: a. 6 Observed Holidays: New Year's Day; Memorial  
Day; Independence Day; Labor Day; Thanksgiving Day; &  
Christmas Day. Employees who work on a holiday shall be  
paid at a rate of double their applicable classified  
straight-time rates for the work performed on such holiday.

\* ELEC0246-001 10/30/2023

	Rates	Fringes
ELECTRICIAN .....	\$ 42.50	55%+13.88

FOOTNOTE: a. 1 1/2 Paid Holidays: The last scheduled workday prior to Christmas & 4 hours on Good Friday.

ELEC0306-005 05/29/2023

MEDINA (Brunswick, Chatham, Granger, Guilford, Harrisville, Hinckley, Homer, Lafayette, Medina, Montville, Sharon, Spencer, Wadsworth, Westfield & York Townships), PORTAGE (Atwater, Aurora, Brimfield, Deerfield, Franklin, Mantua, Randolph, Ravenna, Rootstown, Shalersville, Streetsboro & Suffield Townships), SUMMIT & WAYNE (Baughman, Canaan, Chester, Chippewa, Congress, Green, Milton, & Wayne Townships)

	Rates	Fringes
CABLE SPLICER.....	\$ 36.87	16.56
ELECTRICIAN.....	\$ 40.15	5.25%+20.85

ELEC0317-002 05/29/2023

GALLIA & LAWRENCE

	Rates	Fringes
CABLE SPLICER.....	\$ 32.68	18.13
ELECTRICIAN.....	\$ 37.15	28.48

\* ELEC0540-005 01/01/2024

CARROLL (Northern half, including Fox, Harrison, Rose & Washington Townships), COLUMBIANA (Knox Township), HOLMES, MAHONING (Smith Township), STARK, TUSCARAWAS (North of Auburn, Clay, Rush & York Townships), and WAYNE (South of Baughman, Chester, Green & Wayne Townships) COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 36.96	28.18

\* ELEC0573-003 11/27/2023

ASHTABULA (Colebrook, Wayne, Williamsfield, Orwell & Windsor Townships), GEAUGA (Auburn, Middlefield, Parkman & Troy Townships), MAHONING (Milton Township), PORTAGE (Charlestown, Edinburg, Freedom, Hiram, Nelson, Palmyra, Paris & Windham Townships), and TRUMBULL (Except Liberty & Hubbard Townships)

	Rates	Fringes
ELECTRICIAN.....	\$ 40.40	22.08

\* ELEC0575-001 05/29/2023

ADAMS, FAYETTE, HIGHLAND, HOCKING, JACKSON (Bloomfield, Franklin, Hamilton, Jefferson, Lick, Madison, Scioto, Coal, Jackson, Liberty, Milton & Washington Townships), PICKAWAY



(Deer Creek, Perry, Pickaway, Salt Creek & Wayne Townships),  
 PIKE (Beaver, Benton, Jackson, Mifflin, Pebble, PeePee, Perry,  
 Seal, Camp Creek, Newton, Scioto, Sunfish, Union & Marion  
 Townships), ROSS, SCIOTO & VINTON (Clinton, Eagle, Elk,  
 Harrison, Jackson, Richland & Swan Townships)

	Rates	Fringes
ELECTRICIAN.....	\$ 37.00	22.26

\* ELEC0648-001 08/29/2023

BUTLER and WARREN COUNTIES (Deerfield, Hamilton, Harlan,  
 Massie, Salem, Turtle Creek, Union & Washington Townships)

	Rates	Fringes
CABLE SPLICER.....	\$ 30.50	18.23
ELECTRICIAN.....	\$ 34.00	21.98

\* ELEC0673-004 01/01/2024

ASHTABULA (Excluding Orwell, Colebrook, Williamsfield, Wayne &  
 Windsor Townships), GEAUGA (Burton, Chardon, Claridon, Hambden,  
 Huntsburg, Montville, Munson, Newbury & Thompson Townships) and  
 LAKE COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 33.81	21.47
ELECTRICIAN.....	\$ 37.38	23.75

ELEC0683-002 05/29/2023

CHAMPAIGN, CLARK, DELAWARE, FAIRFIELD, FRANKLIN, MADISON,  
 PICKAWAY (Circleville, Darby, Harrison, Jackson, Madison,  
 Monroe, Muhlenberg, Scioto, Walnut & Washington Townships), and  
 UNION COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 38.75	24.19
ELECTRICIAN.....	\$ 37.75	24.16

ELEC0688-003 05/30/2022

ASHLAND, CRAWFORD, HURON (Richmond, New Haven, Ripley &  
 Greenwich Townships), KNOX (Liberty, Clinton, Union, Howard,  
 Monroe, Middleberry, Morris, Wayne, Berlin, Pike, Brown &  
 Jefferson Townships), MARION, MORROW, RICHLAND and WYANDOT  
 (Sycamore, Crane, Eden, Pitt, Antrim & Tymochtee Townships)  
 COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 32.30	21.83

ELEC0972-002 06/01/2023

ATHENS, MEIGS, MONROE, MORGAN, NOBLE, VINTON (Brown, Knox,

	Rates	Fringes
CABLE SPLICER.....	\$ 35.70	30.26
ELECTRICIAN.....	\$ 35.45	30.25

ELEC1105-001 05/29/2023

COSHOCTON, GUERNSEY, KNOX (Jackson, Clay, Morgan, Miller,  
Milford, Hilliar, Butler, Harrison, Pleasant & College  
Townships), LICKING, MUSKINGUM, PERRY, and TUSCARAWAS (Auburn,  
York, Clay, Jefferson, Rush, Oxford, Washington, Salem, Perry &  
Bucks Townships) COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 36.45	24.22

ENGI0018-003 05/01/2019

ASHTABULA, CUYAHOGA, ERIE, GEAUGA, LAKE, LORAIN, MEDINA,  
PORTAGE, and SUMMIT COUNTIES

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1.....	\$ 38.63	15.20
GROUP 2.....	\$ 38.53	15.20
GROUP 3.....	\$ 37.49	15.20
GROUP 4.....	\$ 36.27	15.20
GROUP 5.....	\$ 30.98	15.20
GROUP 6.....	\$ 38.88	15.20
GROUP 7.....	\$ 39.13	15.20

#### OPERATING ENGINEER CLASSIFICATIONS

GROUP 1 - Air Compressor on Steel Erection; Barrier Moving  
Machine; Boiler Operator on Compressor or Generator when  
mounted on a Rig; Cableway; Combination Concrete Mixer &  
Tower; Concrete Plant (over 4 yd. Capacity); Concrete Pump;  
Crane (All Types, Including Boom Truck, Cherry Picker);  
Crane-Compact, Track or Rubber over 4,000 lbs. capacity;  
Cranes-Self Erecting, Stationary, Track or Truck (All  
Configurations); Derrick; Dragline; Dredge (Dipper, Clam or  
Suction); Elevating Grader or Euclid Loader; Floating  
Equipment (All Types); Gradall; Helicopter Crew  
(Operator-Hoist or Winch); Hoe (all types); Hoisting Engine  
on Shaft or Tunnel Work; Hydraulic Gantry (Lifting System);  
Industrial-Type Tractor; Jet Engine Dryer (D8 or D9) Diesel  
Tractor; Locomotive (Standard Gauge); Maintenance Operator  
Class A; Mixer, Paving (Single or Double Drum); Mucking  
Machine; Multiple Scraper; Piledriving Machine (All Types);  
Power Shovel; Prentice Loader; Quad 9 (Double Pusher); Rail  
Tamper (with auto lifting & aligning device); Refrigerating  
Machine (Freezer Operation); Rotary Drill, on Caisson work;  
Rough Terrain Fork Lift with Winch/Hoist; Side-Boom;  
Slip-Form Paver; Tower Derrick; Tree Shredder; Trench  
Machine (Over 24" wide); Truck Mounted Concrete Pump; Tug  
Boat; Tunnel Machine and/or Mining Machine; Wheel  
Excavator; and Asphalt Plant Engineer (Cleveland District

GROUP 2 - Asphalt Paver; Automatic Subgrader Machine, Self-Propelled (CMI Type); Bobcat Type and/or Skid Steer Loader with Hoe Attachment Greater than 7,000 lbs.; Boring Machine More than 48"; Bulldozer; Endloader; Horizontal Directional Drill (Over 50,000 ft lbs thrust); Hydro Milling Machine; Kolman-type Loader (production type-Dirt); Lead Greaseman; Lighting & Traffic Signal Installation Equipment (includes all groups or classifications); Material Transfer Equipment (Shuttle Buggy) Asphalt; Pettibone-Rail Equipment; Power Grader; Power Scraper; Push Cat; Rotomill (all), Grinders & Planers of All types; Trench Machine (24'" wide & under); Vermeer type Concrete Saw; and Maintenance Operators (Portage and Summit Counties Only).

GROUP 3 - A-Frame; Air Compressor on Tunnel Work (low pressure); Asphalt Plant Engineer (Portage and Summit Counties Only); Bobcat-type and/or Skid Steer Loader with or without Attachments; Highway Drills (all types); Locomotive (narrow gauge); Material Hoist/Elevator; Mixer, Concrete (more than one bag capacity); Mixer, one bag capacity (Side Loader); Power Boiler (Over 15 lbs. Pressure) Pump Operator installing & operating Well Points; Pump (4'" & over discharge); Roller, Asphalt; Rotavator (lime soil stabilizer); Switch & Tie Tampers (without lifting & aligning device); Utility Operator (Small equipment); Welding Machines; and Railroad Tie Inserter/Remover; Articulating/straight bed end dumps if assigned (minus \$4.00 per hour).

GROUP 4 - Backfiller; Ballast Re-locator; Bars, Joint & Mesh Installing Machine; Batch Plant; Boring Machine Operator (48" or less); Bull Floats; Burlap & Curing Machine; Concrete Plant (capacity 4 yd. & under); Concrete Saw (Multiple); Conveyor (Highway); Crusher; Deckhand; Farm-type Tractor with attachments (highway); Finishing Machine; Fireperson, Floating Equipment (all types); Forklift; Form Trencher; Hydro Hammer expect masonry; Hydro Seeder; Pavement Breaker; Plant Mixer; Post Driver; Post Hole Digger (Power Auger); Power Brush Burner; Power Form Handling Equipment; Road Widening Trencher; Roller (Brick, Grade & Macadam); Self-Propelled Power Spreader; Self-Propelled Power Subgrader; Steam Fireperson; Tractor (Pulling Sheepfoot, Roller or Grader); and Vibratory Compactor with Integral Power.

GROUP 5 - Compressor (Portable, Sewer, Heavy & Highway); Drum Fireperson (Asphalt Plant); Generator; Masonry Fork Lift; Inboard-Outboard Motor Boat Launch; Oil Heater (asphalt plant); Oiler/Helper; Power Driven Heater; Power Sweeper & Scrubber; Pump (under 4'" discharge); Signalperson; Tire Repairperson; VAC/ALLS; Cranes - Compact, track or rubber under 4,000 pound capacity; fueling and greasing; and Chainmen.

GROUP 6 - Master Mechanic & Boom from 150 to 180.

GROUP 7 - Boom from 180 and over.

ENGI0018-004 05/01/2019

ADAMS, ALLEN, ASHLAND, ATHENS, AUGLAIZE, BELMONT, BROWN,

BUTLER, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON,  
 COSHOCTON, CRAWFORD, DARKE, DEFIANCE, DELAWARE, FAIRFIELD,  
 FAYETTE, FRANKLIN, FULTON, GALLIA, GREENE, GUERNSEY, HAMILTON,  
 HANCOCK, HARDIN, HARRISON, HENRY, HIGHLAND, HOCKING, HOLMES,  
 HURON, JACKSON, JEFFERSON, KNOX, LAWRENCE, LICKING, LOGAN,  
 LUCAS, MADISON, MARION, MEIGS, MERCER, MIAMI, MONROE,  
 MONTGOMERY, MORGAN, MORROW, MUSKINGUM, NOBLE, OTTAWA, PAULDING,  
 PERRY, PICKAWAY, PIKE, PREBLE, PUTNAM, RICHLAND, ROSS,  
 SANDUSKY, SCIOTO, SENECA, SHELBY, STARK, TUSCARAWAS, UNION, VAN  
 WERT, VINTON, WARREN, WASHINGTON, WAYNE, WILLIAMS, WOOD, and  
 YANDOT COUNTIES

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1.....	\$ 37.14	15.20
GROUP 2 .....	\$ 37.02	15.20
GROUP 3 .....	\$ 35.98	15.20
GROUP 4 .....	\$ 34.80	15.20
GROUP 5 .....	\$ 29.34	15.20
GROUP 6 .....	\$ 37.39	15.20
GROUP 7 .....	\$ 37.64	15.20

#### OPERATING ENGINEER CLASSIFICATIONS

GROUP 1 - Air Compressor on Steel Erection; Barrier Moving Machine; Boiler Operator on Compressor or Generator when mounted on a Rig; Cableway; Combination Concrete Mixer & Tower; Concrete Plant (over 4 yd. Capacity); Concrete Pump; Crane (All Types, Including Boom Truck, Cherry Picker); Crane-Compact, Track or Rubber over 4,000 lbs. capacity; Cranes-Self Erecting, Stationary, Track or Truck (All Configurations); Derrick; Dragline; Dredge (Dipper, Clam or Suction); Elevating Grader or Euclid Loader; Floating Equipment (All Types); Gradall; Helicopter Crew (Operator-Hoist or Winch); Hoe (all types); Hoisting Engine on Shaft or Tunnel Work; Hydraulic Gantry (Lifting System); Industrial-Type Tractor; Jet Engine Dryer (D8 or D9) Diesel Tractor; Locomotive (Standard Gauge); Maintenance Operator Class A; Mixer, Paving (Single or Double Drum); Mucking Machine; Multiple Scraper; Piledriving Machine (All Types); Power Shovel; Prentice Loader; Quad 9 (Double Pusher); Rail Tamper (with auto lifting & aligning device); Refrigerating Machine (Freezer Operation); Rotary Drill, on Caisson work; Rough Terrain Fork Lift with Winch/Hoist; Side-Boom; Slip-Form Paver; Tower Derrick; Tree Shredder; Trench Machine (Over 24" wide); Truck Mounted Concrete Pump; Tug Boat; Tunnel Machine and/or Mining Machine; and Wheel Excavator.

GROUP 2 - Asphalt Paver; Automatic Subgrader Machine, Self-Propelled (CMI Type); Bobcat Type and/or Skid Steer Loader with Hoe Attachment Greater than 7,000 lbs.; Boring Machine More than 48"; Bulldozer; Endloader; Hydro Milling Machine; Horizontal Directional Drill (over 50,000 ft. lbs. thrust); Kolman-type Loader (production type-Dirt); Lead Greaseman; Lighting & Traffic Signal Installation Equipment (includes all groups or classifications); Material Transfer Equipment (Shuttle Buggy) Asphalt; Pettibone-Rail Equipment; Power Grader; Power Scraper; Push Cat; Rotomill (all), Grinders & Planers of All types; Trench Machine (24" wide & under); and Vermeer type Concrete Saw.

GROUP 3 - A-Frame; Air Compressor on Tunnel Work (low

pressure); Asphalt Plant Engineer; Bobcat-type and/or Skid Steer Loader with or without Attachments; Highway Drills (all types); Locomotive (narrow gauge); Material Hoist/Elevator; Mixer, Concrete (more than one bag capacity); Mixer, one bag capacity (Side Loader); Power Boiler (Over 15 lbs. Pressure) Pump Operator installing & operating Well Points; Pump (4" & over discharge); Railroad Tie Inserter/Remover; Roller, Asphalt; Rotovator (lime soil stabilizer); Switch & Tie Tampers (without lifting & aligning device); Utility Operator (Small equipment); and Welding Machines; Articulating/straight bed end dumps if assigned (minus \$4.00 per hour).

GROUP 4 - Backfiller; Ballast Re-locator; Bars, Joint & Mesh Installing Machine; Batch Plant; Boring Machine Operator (48" or less); Bull Floats; Burlap & Curing Machine; Concrete Plant (capacity 4 yd. & under); Concrete Saw (Multiple); Conveyor (Highway); Crusher; Deckhand; Farm-type Tractor with attachments (highway); Finishing Machine; Fireperson, Floating Equipment (all types); Fork Lift; Form Trencher; Hydro Hammer expect masonry; Hydro Seeder; Pavement Breaker; Plant Mixer; Post Driver; Post Hole Digger (Power Auger); Power Brush Burner; Power Form Handling Equipment; Road Widening Trencher; Roller (Brick, Grade & Macadam); Self-Propelled Power Spreader; Self-Propelled Power Subgrader; Steam Fireperson; Tractor (Pulling Sheepfoot, Roller or Grader); and Vibratory Compactor with Integral Power.

GROUP 5 - Compressor (Portable, Sewer, Heavy & Highway); Drum Fireperson (Asphalt Plant); Generator; Masonary Forklift; Inboard-Outboard Motor Boat Launch; Oil Heater (asphalt plant); Oiler/Helper; Power Driven Heater; Power Sweeper & Scrubber; Pump (under 4" discharge); Signalperson; Tire Repairperson; VAC/ALLS; Cranes - Compact, track or rubber under 4,000 pound capacity; fueling and greasing; and Chainmen.

GROUP 6 - Master Mechanic & Boom from 150 to 180.

GROUP 7 - Boom from 180 and over.

ENGI0066-023 06/01/2017

COLUMBIANA, MAHONING & TRUMBULL COUNTIES

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
ASBESTOS; HAZARDOUS/TOXIC		
WASTE PROJECTS		
GROUP 1 - A & B.....	\$ 39.23	19.66
ASBESTOS; HAZARDOUS/TOXIC		
WASTE PROJECTS		
GROUP 2 - A & B.....	\$ 38.90	19.66
ASBESTOS; HAZARDOUS/TOXIC		
WASTE PROJECTS		
GROUP 3 - A & B.....	\$ 34.64	19.66
ASBESTOS; HAZARDOUS/TOXIC		
WASTE PROJECTS		
GROUP 4 - A & B.....	\$ 30.70	19.66
ASBESTOS; HAZARDOUS/TOXIC		
WASTE PROJECTS		
GROUP 5 - A & B.....	\$ 27.30	19.66

HAZARDOUS/TOXIC WASTE PROJECTS		
GROUP 1 - C & D .....	\$ 35.96	19.66
HAZARDOUS/TOXIC WASTE PROJECTS		
GROUP 2 - C & D .....	\$ 35.66	19.66
HAZARDOUS/TOXIC WASTE PROJECTS		
GROUP 3 - C & D .....	\$ 31.76	19.66
HAZARDOUS/TOXIC WASTE PROJECTS		
GROUP 4 - C & D .....	\$ 28.14	19.66
HAZARDOUS/TOXIC WASTE PROJECTS		
GROUP 5 - C & D .....	\$ 25.03	19.66
ALL OTHER WORK		
GROUP 1 .....	\$ 32.69	19.66
ALL OTHER WORK		
GROUP 2 .....	\$ 32.42	19.66
ALL OTHER WORK		
GROUP 3 .....	\$ 28.87	19.66
ALL OTHER WORK		
GROUP 4 .....	\$ 25.58	19.66
ALL OTHER WORK		
GROUP 5 .....	\$ 22.75	19.66

GROUP 1 - Rig, Pile Driver or Caisson Type; & Rig, Pile Hydraulic Unit Attached

GROUP 2 - Asphalt Heater Planer; Backfiller with Drag Attachment; Backhoe; Backhoe with Shear attached; Backhoe-Rear Pivotal Swing; Batch Plant-Central Mix Concrete; Batch Plant, Portable concrete; Berm Builder-Automatic; Boat Derrick; Boat-Tug; Boring Machine Attached to Tractor; Bullclam; Bulldozer; C.M.I. Road Builder & Similar Type; Cable Placer & Layer; Carrier-Straddle; Carryall-Scraper or Scoop; Chicago Boom; Compactor with Blade Attached; Concrete Saw (Vermeer or similar type); Concrete Spreader Finisher; Combination, Bidwell Machine; Crane; Crane-Electric Overhead; Crane-Rough Terrain; Crane-Side Boom; Crane-Truck; Crane-Tower; Derrick-Boom; Derrick-Car; Digger-Wheel (Not trencher or road widener); Double Nine; Drag Line; Dredge; Drill-Kenny or Similar Type; Easy Pour Median Barrier Machine (or similar type); Electromatic; Frankie Pile; Gradall; Grader; Gurry; Self-Propelled; Heavy Equipment Robotics Operator/Mechanic; Hoist-Monorail; Hoist-Stationary & Mobile Tractor; Hoist, 2 or 3 drum; Horizontal Directional Drill Operator; Jackall; Jumbo Machine; Kocal & Kuhlman; Land-Seagoing Vehicle; Loader, Elevating; Loader, Front End; Loader, Skid Steer; Locomotive; Mechanic/Welder; Metro Chip Harvester with Boom; Mucking Machine; Paver-Asphalt Finishing Machine; Paver-Road Concrete; Paver-Slip Form (C.M.I. or similar); Place Crete Machine with Boom; Post Driver (Carrier mounted); Power Driven Hydraulic Pump & Jack (When used in Slip Form or Lift Slab Construction); Pump Crete Machine; Regulator-Ballast; Hydraulic Power Unit not attached to Rig for Pile Drillings; Rigs-Drilling; Roto Mill or similar Full Lane (8' Wide & Over); Roto Mill or similar type (Under 8'); Shovel; Slip Form Curb Machine; Speedwing; Spikemaster; Stonecrusher; Tie Puller & Loader; Tie Tamper; Tractor-Double Boom; Tractor with Attachments; Truck-Boom; Truck-Tire; Trench Machine; Tunnel Machine (Mark 21 Java or similar); & Whirley (or similar type)

GROUP 3 - Asphalt Plant; Bending Machine (Pipeline or similar type); Boring machine, Motor Driven; Chip Harvester without Boom; Cleaning Machine, Pipeline Type; Coating Machine, Pipeline Type; Compactor; Concrete Belt Placer; Concrete Finisher; Concrete Planer or Asphalt; Concrete Spreader; Elevator; Fork Lift (Home building only); Fork lift & Lulls; Fork Lift Walk Behind (Hoisting over 1 buck high); Form Line Machine; Grease Truck operator; Grout Pump; Gunnite Machine; Horizontal Directional Drill Locator; Single Drum Hoist with or without Tower; Huck Bolting Machine; Hydraulic Scaffold (Hoisting building materials); Paving Breaker (Self-propelled or Ridden); Pipe Dream; Pot Fireperson (Power Agitated); Refrigeration Plant; Road Widener; Roller; Sasgen Derrick; Seeding Machine; Soil Stabilizer (Pump type); Spray Cure Machine, Self-Propelled; Straw Blower Machine; Sub-Grader; Tube Finisher or Broom C.M.I. or similar type; & Tugger Hoist

GROUP 4 - Air Curtain Destructor & Similar Type; Batch Plant-Job Related; Boiler Operator; Compressor; Conveyor; Curb Builder, self-propelled; Drill Wagon; Generator Set; Generator-Steam; Heater-Portable Power; Hydraulic Manipulator Crane; Jack-Hydraulic Power driven; Jack-Hydraulic (Railroad); Ladavator; Minor Machine Operator; Mixer-Concrete; Mulching Machine; Pin Puller; Power Broom; Pulverizer; Pump; Road Finishing Machine (Pull Type); Saw-Concrete-Self-Propelled (Highway Work); Signal Person; Spray Cure Machine-Motor Powered; Stump Cutter; Tractor; Trencher Form; Water Blaster; Steam Jenny; Syphon; Vibrator-Gasoline; & Welding Machine

GROUP 5 - Brakeperson; Fireperson; & Oiler

IRON0017-002 05/01/2023

ASHTABULA (North of Route 6, starting at the Geauga County Line, proceeding east to State Route 45), CUYAHOGA, ERIE (Eastern 2/3), GEAUGA, HURON (East of a line drawn from the north border through Monroeville & Willard), LAKE, LORAIN, MEDINA (North of Old Rte. #224), PORTAGE (West of a line from Middlefield to Shalersville to Deerfield), and SUMMIT (North of Old Rte. #224, including city limits of Barberton) COUNTIES

	Rates	Fringes
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IRONWORKER

Ornamental, Reinforcing, & Structural.....	\$ 35.83	28.01
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IRON0017-010 05/01/2023

ASHTABULA (Eastern part from Lake Erie on the north to route #322 on the south to include Conneaut, Kingsville, Sheffield, Denmark, Dorset, Cherry Valley, Wayne, Monroe, Pierpont, Richmond, Andover & Williamsfield Townships)

	Rates	Fringes
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IRONWORKER

Structural, including metal building erection &		
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Reinforcing.....\$ 35.83

28.01

3/28/2024

IRON0044-001 06/01/2022

ADAMS (Western Part), BROWN, BUTLER (Southern Part), CLERMONT, CLINTON (South of a line drawn from Blanchester to Lynchburg), HAMILTON, HIGHLAND (Excluding eastern one-fifth & portion of county inside lines drawn from Marshall to Lynchburg from the northern county line through E. Monroe to Marshall) and WARREN (South of a line drawn from Blanchester through Morrow to the west county line) COUNTIES

	Rates	Fringes
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IRONWORKER, REINFORCING.....	\$ 32.37	22.30
Beyond 30-mile radius of		
Hamilton County Courthouse..	\$ 28.67	21.20
Up to & including 30-mile		
radius of Hamilton County		
Courthouse.....	\$ 27.60	20.70

IRON0044-002 06/01/2023

CLINTON (South of a line drawn from Blanchester to Lynchburg), HAMILTON, HIGHLAND (Excluding eastern one-fifth & portion of county inside lines drawn from Marshall to Lynchburg from the northern county line through E. Monroe to Marshall) & WARREN (South of a line drawn from Blanchester through Morrow to the west county line)

	Rates	Fringes
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IRONWORKER		
Fence Erector.....	\$ 30.75	23.30
Ornamental; Structural.....	\$ 32.37	23.30

IRON0055-003 07/01/2023

CRAWFORD (Area Between lines drawn from where Hwy #598 & #30 meet through N. Liberty to the northern border & from said Hwy junction point due west to the border), DEFIANCE (S. of a line drawn from where Rte. #66 meets the northern line through Independence to the eastern county border), ERIE (Western 1/3), FULTON, HANCOCK, HARDIN (North of a line drawn from Maysville to a point 4 miles south of the northern line on the eastern line), HENRY, HURON (West of a line drawn from the northern border through Monroeville & Willard), LUCAS, OTTAWA, PUTNAM (East of a line drawn from the northern border down through Miller City to where #696 meets the southern border), SANDUSKY, SENECA, WILLIAMS (East of a line drawn from Pioneer through Stryker to the southern border), WOOD & WYANDOT (North of Rte. #30)

	Rates	Fringes
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IRONWORKER		
Fence Erector .....	\$ 25.40	23.87
Flat Road Mesh .....	\$ 29.77	21.30
Tunnels & Caissons Under		
Pressure .....	\$ 29.77	21.30
All Other Work .....	\$ 34.25	28.20



ALLEN (Northern half), DEFIANCE (Northern part, excluding south of a line drawn from where Rte. #66 meets the northern line through Independence to the eastern county border), MERCER (Northern half), PAULDING, PUTNAM (Western part, excluding east of a line drawn from the northern border down through Miller City to where #696 meets the southern border), VAN WERT, and WILLIAMS (Western part, excluding east of a line drawn from Pioneer through Stryker to the southern border) COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 33.00	25.59

IRON0172-002 06/01/2023

CHAMPAIGN (Eastern one-third), CLARK (Eastern one-fourth), COSHOCTON (West of a line beginning at the northwestern county line going through Walhonding & Tunnel Hill to the southern county line), CRAWFORD (South of Rte. #30), DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, HARDIN (Excluding a line drawn from Roundhead to Maysville), HIGHLAND (Eastern one-fifth), HOCKING, JACKSON (Northern half), KNOX, LICKING, LOGAN (Eastern one-third), MADISON, MARION, MORROW, MUSKINGUM (West of a line starting at Adams Mill going to Adamsville & going from Adamsville through Blue Rock to the southern border), PERRY, PICKAWAY, PIKE (Northern half), ROSS, UNION, VINTON and WYANDOT (South of Rte. #30) COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 34.07	22.55

IRON0207-004 06/01/2023

ASHTABULA (Southern part starting at the Geauga County line), COLUMBIANA (E. of a line from Damascus to Highlandtown), MAHONING (N. of Old Route #224), PORTAGE (E. of a line from Middlefield to Shalersville to Deerfield) & TRUMBULL

	Rates	Fringes
IRONWORKER		
Layout; Sheeter.....	\$ 34.00	27.16
Ornamental; Reinforcing;		
Structural.....	\$ 33.00	27.16
Ornamental; Reinforcing.....	\$ 28.92	25.61

IRON0290-002 06/01/2023

ALLEN (Southern half), AUGLAIZE, BUTLER (North of a line drawn from east to the west county line going through Oxford, Darrrtown & Woodsdale), CHAMPAIGN (Excluding east of a line drawn from Catawla to the point where #68 intersects the northern county line), CLARK (Western two-thirds), CLINTON (Excluding south of a line drawn from Blanchester to Lynchburg), DARKE, GREENE, HIGHLAND (Inside lines drawn from Marshall to Lynchburg & from the northern county line through East Monroe to Marshall), LOGAN (West of a line drawn from West Liberty to where the northern county line meets the western county line of Hardin), MERCER (Southern half), MIAMI,

MONTGOMERY, PREBLE, SHELBY & WARREN (Excluding south of a line drawn from Blanchester through Morrow to the western county line) COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 32.69	24.05

IRON0549-003 12/01/2022

BELMONT, GUERNSEY, HARRISON, JEFFERSON, MONROE & MUSKINGUM (Excluding portion west of a line starting at Adams Mill going to Adamsville and going from Adamsville through Blue Rock to the south border)

	Rates	Fringes
IRONWORKER.....	\$ 35.19	25.66

IRON0550-004 05/01/2023

ASHLAND, CARROLL, COLUMBIANA (W. of a line from Damascus to Highlandtown), COSHOCTON (E. of a line beginning at NW Co. line going through Walhonding & Tunnel Hill to the South Co. line), HOLMES, HURON (S. of Old Rte. #224), MAHONING (5. of Old Rte. #224), MEDINA (5. of Old Rte. #224), PORTAGE (5. of Old Rte. #224), RICHLAND, STARK, SUMMIT (S. of Old Rte. #224, Excluding city limits of Barberton), TUSCARAWAS, & WAYNE

	Rates	Fringes
Ironworkers:Structural, Ornamental and Reinforcing.....	\$ 33.00	22.27

IRON0769-004 06/01/2023

ADAMS (Eastern Half), GALLIA, JACKSON (Southern Half), LAWRENCE & SCIOTO

	Rates	Fringes
IRONWORKER.....	\$ 36.16	28.34

IRON0787-003 12/01/2023

ATHENS, MEIGS, MORGAN, NOBLE, and WASHINGTON COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 33.30	23.95

LABO0265-008 05/01/2023

	Rates	Fringes
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LABORER

ASHTABULA, ERIE, HURON,  
LORAIN, LUCAS, MAHONING,  
MEDINA, OTTAWA, PORTAGE,  
SANDUSKY, STARK, SUMMIT,  
TRUMBULL & WOOD COUNTIES

GROUP 1 .....	\$ 35.05	13. 70
GROUP 2 .....	\$ 35.22	13. 70
GROUP 3 .....	\$ 35.55	13. 70
GROUP 4 .....	\$ 36.00	13. 70
CUYAHOGA AND GEAUGA		
COUNTIES ONLY: SEWAGE		
PLANTS, WASTE PLANTS,		
WATER TREATMENT		
FACILITIES, PUMPING		
STATIONS, & ETHANOL PLANTS		
CONSTRUCTION .....	\$ 37.66	13. 70
CUYAHOGA, GEAUGA & LAKE		
COUNTIES		
GROUP 1 .....	\$ 36.28	13. 70
GROUP 2 .....	\$ 36.45	13. 70
GROUP 3 .....	\$ 36.78	13. 70
GROUP 4 .....	\$ 37.23	13. 70
REMAINING COUNTIES OF OHIO		
GROUP 1 .....	\$ 34.62	13. 70
GROUP 2 .....	\$ 34.79	13. 70
GROUP 3 .....	\$ 35.12	13. 70
GROUP 4 .....	\$ 35.57	<b>13. 70</b>

#### LABORER CLASSIFICATIONS

GROUP 1 - Asphalt Laborer; Carpenter Tender; Concrete Curing Applicator; Dump Man (Batch Truck); Guardrail and Fence Installer; Joint Setter; Laborer (Construction); Landscape Laborer; Mesh Handlers & Placer; Right-of-way Laborer; Riprap Laborer & Grouter; Scaffold Erector; Seal Coating; Surface Treatment or Road Mix Laborer; Sign Installer; Slurry Seal; Utility Man; Bridge Man; Handyman; Waterproofing Laborer; Flagperson; Hazardous Waste (level D); Diver Tender; Zone Person & Traffic Control

GROUP 2 - Asphalt Raker; Concrete Puddler; Kettle Man (Pipeline); Machine Driven Tools (Gas, Electric, Air); Mason Tender; Brick Paver; Mortar Mixer; Power Buggy or Power Wheelbarrow; Paint Striper; Sheeting & Shoring Man; Surface Grinder Man; Plastic Fusing Machine Operator; Pug Mill Operator; & Vacuum Devices (wet or dry); Rodding Machine Operator; Diver; Screwman or Paver; Screed Person; Water Blast, Hand Held Wand; Pumps 4" & Under (Gas, Air or Electric) & Hazardous Waste (level C); Air Track and Wagon Drill; Bottom Person; Cofferdam (below 25 ft. deep); Concrete Saw Person; Cutting with Burning Torch; Form Setter; Hand Spiker (Railroad); Pipelayer; Tunnel Laborer (without air) & Caisson; Underground Person (working in Sewer and Waterline, Cleaning, Repairing & Reconditioning); Sandblaster Nozzle Person; & Hazardous Waste (level B)

GROUP 3 - Blaster; Mucker; Powder Person; Top Lander; Wrencher (Mechanical Joints & Utility Pipeline); Varner; Hazardous Waste (level A); Concrete Specialist; Concrete Crew in Tunnels (With Air-pressurized - \$1.00 premium); Curb Setter & Cutter; Grade Checker; Utility Pipeline Tapper; Waterline; and Caulker

GROUP 4 - Miner (With Air-pressurized - \$1.00 premium); & Gunite Nozzle Person

TUNNEL LABORER WITH AIR-PRESSURIZED ADD \$1.00 TO BASE RATE

SIGNAL PERSON WILL RECEIVE THE RATE EQUAL TO THE RATE PAID THE LABORER CLASSIFICATION FOR WHICH HE OR SHE IS SIGNALING.

PAIN0006-002 05/01/2023

ASHTABULA, CUYAHOGA, GEAUGA, LAKE, LORAIN, PORTAGE (N. of the  
East-West Turnpike) & SUMMIT (N. of the East-West Turnpike)

	Rates	Fringes
PAINTER		
COMMERCIAL NEW WORK; REMODELING; & RENOVATIONS		
GROUP 1.....	\$ 30.75	18.95
GROUP 2.....	\$ 31.15	18.95
GROUP 3.....	\$ 31.45	18.95
GROUP 4.....	\$ 37.01	18.95
COMMERCIAL REPAINT		
GROUP 1.....	\$ 29.25	18.95
GROUP 2.....	\$ 29.65	18.95
GROUP 3.....	\$ 29.95	18.95

PAINTER CLASSIFICATIONS - COMMERCIAL NEW WORK; REMODELING; &  
RENOVATIONS

GROUP 1 - Brush; & Roller

GROUP 2 - Sandblasting & Buffing

GROUP 3 - Spray Painting; Closed Steel Above 55 feet; Bridges  
& Open Structural Steel; Tanks - Water Towers; Bridge  
Painters; Bridge Riggers; Containment Builders

GROUP 4 - Bridge Blaster

PAINTER CLASSIFICATIONS - COMMERCIAL REPAINT

GROUP 1 - Brush; & Roller

GROUP 2 - Sandblasting & Buffing

GROUP 3 - Spray Painting

PAIN0007-002 07/01/2023

FULTON, HENRY, LUCAS, OTTAWA (Excluding Allen, Bay, Bono,  
Catawba Island, Clay Center, Curtice, Danbury, Eagle Beach,  
Elliston, Elmore, Erie, Fishback, Gem Beach & Genova) & WOOD

	Rates	Fringes
PAINTER		
NEW COMMERCIAL WORK		
GROUP 1 .....	\$ 28.59	20.04
GROUP 2 .....	\$ 29.59	20.04
GROUP 3 .....	\$ 29.59	20.04
GROUP 4 .....	\$ 29.59	20.04
GROUP 5 .....	\$ 29.59	20.04
GROUP 6 .....	\$ 29.59	20.04
GROUP 7 .....	\$ 29.59	20.04
GROUP 8 .....	\$ 29.59	20.04
GROUP 9 .....	\$ 29.59	20.04

REPAINT IS 90% OF JR

3/28/2024

PAINTER CLASSIFICATIONS

GROUP 1 - Brush; Spray & Sandblasting Pot Tender

GROUP 2 - Refineries & Refinery Tanks; Surfaces 30 ft. or over where material is applied to or labor performed on above ground level (exterior), floor level (interior)

GROUP 3 - Swing Stage & Chair

GROUP 4 - Lead Abatement

GROUP 5 - All Methods of Spray

GROUP 6 - Solvent-Based Catalized Epoxy Materials of 2 or More Component Materials, to include Solvent-Based Conversion Varnish (excluding water based)

GROUP 7 - Spray Solvent Based Material; Sand & Abrasive Blasting

GROUP 8 - Towers; Tanks; Bridges; Stacks Over 30 Feet

GROUP 9 - Epoxy Spray (excluding water based)

PAIN0012-008 05/01/2019

BUTLER COUNTY

	Rates	Fringes
PAINTER		
GROUP 1.....	\$ 21.95	10.20
GROUP 2.....	\$ 25.30	10.20
GROUP 3.....	\$ 25.80	10.20
GROUP 4.....	\$ 26.05	10.20
GROUP 5.....	\$ 26.30	10.20

PAINTER CLASSIFICATIONS

GROUP 1: Bridge Equipment Tender; Bridge/Containment Builder

GROUP 2: Brush & Roller

GROUP 3: Spray

GROUP 4: Sandblasting; & Waterblasting

GROUP 5: Elevated Tanks; Steeplejack Work; Bridge; & Lead Abatement

PAIN0012-010 05/01/2019

BROWN, CLERMONT, CLINTON, HAMILTON & WARREN

	Rates	Fringes
PAINTER		
HEAVY & HIGHWAY BRIDGES-		
GUARDRAILS-LIGHTPOLES-		

## STRIPING

Bridge Equipment Tender and Containment Builder....\$ 21.95	10.20
Bridges when highest point of clearance is 60 feet or more; & Lead	
Abatement Projects.....\$ 26.30	10.20
Brush & Roller.....\$ 25.30	10.20
Sandblasting & Hopper	
Tender; Water Blasting.....\$ 26.05	10.20
Spray.....\$ 25.80	10.20

\* PAIN0093-001 12/01/2023

ATHENS, GUERNSEY, HOCKING, MONROE, MORGAN, NOBLE and  
WASHINGTON COUNTIES

Rates	Fringes
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## PAINTER

Bridges; Locks; Dams; Tension Towers; & Energized Substations.....\$ 35.45	23.69
Power Generating Facilities.\$ 32.30	23.69

PAIN0249-002 05/01/2023

CLARK, DARKE, GREENE, MIAMI, MONTGOMERY &amp; PREBLE

Rates	Fringes
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## PAINTER

GROUP 1 - Brush & Roller....\$ 26.23	12.56
GROUP 2 - Swing, Scaffold Bridges; Structural Steel; Open Acid Tank; High Tension Electrical Equipment; & Hot Pipes.....\$ 26.23	12.56
GROUP 3 - Spray; Sandblast; Steamclean; Lead Abatement.....\$ 26.98	12.56
GROUP 4 - Steeplejack Work..\$ 27.18	12.56
GROUP 5 - Coal Tar.....\$ 27.73	12.56
GROUP 6 - Bridge Equipment Tender & or Containment Builder.....\$ 34.94	12.56
GROUP 7 - Tanks, Stacks & Towers.....\$ 29.87	12.56
GROUP 8 - Bridge Blaster, Rigger.....\$ 37.94	12.56

PAIN0356-002 09/01/2009

KNOX, LICKING, MUSKINGUM, and PERRY

Rates	Fringes
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## PAINTER

Bridge Equipment Tenders and Containment Builders....\$ 27.93	7.25
Bridges; Blasters; and Riggers.....\$ 34.60	7.25
Brush and Roller.....\$ 20.93	7.25
Sandblasting; Steam	

Cleaning; Waterblasting; and Hazardous Work.....	\$ 25.82	7.25
Spray.....	\$ 21.40	7.25
Structural Steel and Swing Stage.....	\$ 25.42	7.25
Tanks; Stacks; and Towers...	\$ 28.63	7.25

\* PAIN0438-002 12/01/2023

BELMONT, HARRISON and JEFFERSON COUNTIES

	Rates	Fringes
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PAINTER

Bridges, Locks, Dams, Tension Towers & Energized Substations.....	\$ 36.09	19.49
Power Generating Facilities.	\$ 32.94	19.49

PAIN0476-001 06/01/2023

COLUMBIANA, MAHONING, and TRUMBULL COUNTIES

	Rates	Fringes
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PAINTER

GROUP 1 .....	\$ 27.49	17.06
GROUP 2.....	\$ 34.12	17.06
GROUP 3.....	\$ 27.70	17.06
GROUP 4 .....	\$ 27.99	17.06
GROUP 5.....	\$ 28.14	17.06
GROUP 6.....	\$ 28.39	17.06
GROUP 7.....	\$ 29.49	17.06

PAINTER CLASSIFICATIONS:

GROUP 1: Painters, Brush & Roller

GROUP 2: Bridges

GROUP 3: Structural Steel

GROUP 4: Spray, Except Bar Joist/Deck

GROUP 5: Epoxy/Mastic; Spray- Bar Joist/Deck; Working Above  
50 Feet; and Swingstages

GROUP 6: Tanks; Sandblasting

GROUP 7: Towers; Stacks

\* PAIN0555-002 11/01/2023

ADAMS, HIGHLAND, JACKSON, PIKE & SCIOTO

	Rates	Fringes
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PAINTER

GROUP 1.....	\$ 32.18	20.29
GROUP 2.....	\$ 33.81	20.29
GROUP 3.....	\$ 35.44	20.29
GROUP 4.....	\$ 38.63	20.29

PAINTER CLASSIFICATIONS

GROUP 1 - Containment Builder

GROUP 2 - Brush; Roller; Power Tools, Under 40 feet

GROUP 3 - Sand Blasting; Spray; Steam Cleaning; Pressure Washing; Epoxy & Two Component Materials; Lead Abatement; Hazardous Waste; Toxic Materials; Bulk & Storage Tanks of 25,000 Gallon Capacity or More; Elevated Tanks

GROUP 4 - Stacks; Bridges

PAIN0639-001 05/01/2011

	Rates	Fringes
Sign Painter & Erector.....	\$ 20.61	3.50+a+b+c

FOOTNOTES: a. 7 Paid Holidays: New Year's Day; Memorial Day; July 4th; Labor Day; Thanksgiving Day; Christmas Day & 1 Floating Day

b. Vacation Pay: After 1 year's service - 5 days' paid vacation; After 2, but less than 10 years' service - 10 days' paid vacation; After 10, but less than 20 years' service - 15 days' paid vacation; After 20 years' service - 20 days' paid vacation

c. Funeral leave up to 3 days maximum paid leave for death of mother, father, brother, sister, spouse, child, mother-in-law, father-in-law, grandparent and inlaw provided employee attends funeral

PAIN0788-002 06/01/2023

ASHLAND, CRAWFORD, ERIE, HANCOCK, HURON, MARION, MORROW, OTTAWA (Allen, Bay, Bono, Catawba Island, Clay Center, Curtice, Danbury, Eagle Beach, Elliston, Elmore, Erie, Fishback, Gem Beach & Genoa), RICHLAND, SANDUSKY, SENECA & WYANDOT

	Rates	Fringes
PAINTER		
Brush & Roller.....	\$ 25.78	17.12
Structural Steel.....	\$ 27.38	17.12

WINTER REPAINT: Between December 1 to March 31 - 90%JR

\$.50 PER HOUR SHALL BE ADDED TO THE RATE OF PAY FOR THE CLASSIFICATION OF WORK:

While working swingstage, boatswain chair, needle beam and horizontal cable. While operating sprayguns, sandblasting, cobblasting and high pressure waterblasting (4000psi).

\$1.00 PER HOUR SHALL BE ADDED TO THE RATE OF PAY FOR THE CLASSIFICATION OF WORK:

For the application of catalized epoxy, including latex epoxy that is deemed hazardous, lead abatement, or for work or material where special precautions beyond normal work duties must be taken. For working on stacks, tanks, and towers over 40 feet in height.



PAIN0813-005 12/01/2008

GALLIA, LAWRENCE, MEIGS &amp; VINTON

	Rates	Fringes
PAINTER		
Base Rate.....	\$ 24.83	10.00
Bridges, Locks, Dams &		
Tension Towers.....	\$ 27.83	10.00

PAIN0841-001 06/01/2023

MEDINA, PORTAGE (South of and including Ohio Turnpike), and  
SUMMIT (South of and including Ohio Turnpike) COUNTIES

	Rates	Fringes
Painters:		
GROUP 1.....	\$ 30.18	15.50
GROUP 2.....	\$ 30.83	15.50
GROUP 3.....	\$ 30.93	15.50
GROUP 4.....	\$ 31.03	15.50
GROUP 5.....	\$ 31.43	15.50
GROUP 6.....	\$ 39.20	11.75
GROUP 7.....	\$ 31.68	15.50

## PAINTER CLASSIFICATIONS:

GROUP 1 - Brush, Roller &amp; Paperhanger

GROUP 2 - Epoxy Application

GROUP 3 - Swing Scaffold, Bosum Chair, &amp; Window Jack

GROUP 4 - Spray Gun Operator of Any &amp; All Coatings

GROUP 5 - Sandblast, Painting of Standpipes, etc. from  
Scaffolds, Bridge Work and/or Open Structural Steel,  
Standpipes and/or Water TowersGROUP 6 - Public & Commerce Transportation, Steel or  
Galvanized, Bridges, Tunnels & Related Support Items  
(concrete)GROUP 7 - Synthetic Exterior, Drywall Finisher and/or Taper,  
Drywall Finisher and Follow-up Man Using Automatic Tools

PAIN0841-002 06/01/2022

CARROLL, COSHOCTON, HOLMES, STARK, TUSCARAWAS &amp; WAYNE

	Rates	Fringes
PAINTER		
Bridges; Towers, Poles &		
Stacks; Sandblasting		
Steel; Structural Steel &		
Metalizing.....	\$ 23.50	15.45
Brush & Roller.....	\$ 28.18	15.45
Spray; Tank Interior &		
Exterior.....	\$ 23.50	15.45

PAIN1020-002 07/01/2023

ALLEN, AUGLAIZE, CHAMPAIGN, DEFIANCE, HARDIN, LOGAN, MERCER,  
PAULDING, PUTNAM, SHELBY, VAN WERT, and WILLIAMS COUNTIES

	Rates	Fringes
PAINTER		
Brush & Roller.....	\$ 26.64	15.56
Drywall Finishing & Taping..	\$ 27.39	15.56
Lead Abatement.....	\$ 28.39	15.56
Spray, Sandblasting		
Pressure Cleaning, &		
Refinery.....	\$ 27.39	15.56
Swing Stage, Chair,		
Spiders, & Cherry Pickers...	\$ 26.89	15.56
Wallcoverings.....	\$ 27.39	15.56

All surfaces 40 ft. or over where material is applied to or  
labor performed on, above ground level (exterior), floor  
level (interior) - \$.50 premium

Applying Coal Tar Products - \$1.00 premium

\* PAIN1275-002 11/01/2023

DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, MADISON, PICKAWAY, ROSS  
& UNION

	Rates	Fringes
PAINTER		
Bridges.....	\$ 35.01	15.16
Brush; Roller.....	\$ 29.40	15.16
Sandblasting;		
Steamcleaning;		
Waterblasting (3500 PSI or		
Over)& Hazardous Work.....	\$ 30.10	15.16
Spray.....	\$ 29.90	15.16
Stacks; Tanks; & Towers.....	\$ 32.21	15.16
Structural Steel & Swing		
Stage.....	\$ 28.25	15.16

PLAS0109-001 05/01/2023

MEDINA, PORTAGE, STARK, and SUMMIT COUNTIES

	Rates	Fringes
PLASTERER.....	\$ 33.74	19.02

PLAS0109-003 05/01/2023

CARROLL, HOLMES, TUSCARAWAS, and WAYNE COUNTIES

	Rates	Fringes
PLASTERER.....	\$ 33.74	19.02

PLAS0132-002 07/01/2023

	Rates	Fringes
PLASTERER.....	\$ 28.40	16.24
PLAS0404-002 05/01/2018		

## ASHTABULA, CUYAHOGA, GEAUGA, AND LAKE COUNTIES

	Rates	Fringes
PLASTERER.....	\$ 29.63	17.11
PLAS0404-003 05/01/2018		

## LORAIN COUNTY

	Rates	Fringes
PLASTERER.....	\$ 28.86	17.11
PLAS0526-022 05/01/2018		

## COLUMBIANA, MAHONING, and TRUMBULL COUNTIES

	Rates	Fringes
PLASTERER.....	\$ 28.86	17.11
PLAS0526-023 05/01/2018		

## BELMONT, HARRISON, and JEFFERSON COUNTIES

	Rates	Fringes
PLASTERER.....	\$ 28.21	17.11
PLAS0886-001 05/01/2023		

## FULTON, HANCOCK, HENRY, LUCAS, PUTNAM, and WOOD COUNTIES

	Rates	Fringes
PLASTERER.....	\$ 33.74	18.95
PLAS0886-003 05/01/2023		

## DEFIANCE, ERIE, HURON, OTTAWA, PAULDING, SANDUSKY, and SENECA COUNTIES

	Rates	Fringes
PLASTERER.....	\$ 33.74	18.95
PLAS0886-004 05/01/2023		

## ALLEN, AUGLAIZE, HARDIN, LOGAN, MERCER, and VAN WERT COUNTIES

	Rates	Fringes
PLASTERER.....	\$ 33.74	18.95
PLUM0042-002 07/01/2023		

ASHLAND, CRAWFORD, ERIE, HURON, KNOX, LORAIN, MORROW, RICHLAND  
& WYANDOT

	Rates	Fringes
Plumber, Pipefitter, Steamfitter.....	\$ 37.62	25.47

\* PLUM0050-002 07/03/2023

DEFIANCE, FULTON, HANCOCK, HENRY, LUCAS, OTTAWA, PAULDING,  
PUTNAM, SANDUSKY, SENECA, WILLIAMS & WOOD

	Rates	Fringes
Plumber, Pipefitter, Steamfitter.....	\$ 47.15	30.21

PLUM0055-003 05/01/2023

ASHTABULA, CUYAHOGA, GEAUGA, LAKE, MEDINA (N. of Rte. #18 &  
Smith Road) & SUMMIT (N. of Rte. #303, including the corporate  
limits of the city of Hudson)

	Rates	Fringes
PLUMBER.....	\$ 41.11	29.88

PLUM0083-001 07/01/2017

BELMONT & MONROE (North of Rte. #78)

	Rates	Fringes
Plumber and Steamfitter.....	\$ 32.16	31.51

PLUM0094-002 05/01/2023

CARROLL (Nortchen Half), STARK, and WAYNE COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 38.03	23.09

PLUM0120-002 05/01/2023

ASHTABULA, CUYAHOGA, GEAUGA, LAKE, LORAIN (the C.E.I. Power  
House in Avon Lake), MEDINA (N. of Rte. #18) & SUMMIT (N. of  
#303)

	Rates	Fringes
PIPEFITTER.....	\$ 45.62	27.30

\* PLUM0162-002 06/01/2023

CHAMPAIGN, CLARK, CLINTON, DARKE, FAYETTE, GREENE, MIAMI,  
MONTGOMERY & PREBLE

Rates	Fringes
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Plumber, Pipefitter, Steamfitter .....	\$ 40.00	26.87
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PLUM0168-002 06/01/2023

MEIGS, MONROE (South of Rte. #78), MORGAN (South of Rte. #78)  
& WASHINGTON

Rates	Fringes
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PLUMBER/PIPEFITTER.....	\$ 38.95	34.97
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PLUM0189-002 06/01/2022

DELAWARE, FAIRFIELD, FRANKLIN, HOCKING, LICKING, MADISON,  
MARION, PERRY, PICKAWAY, ROSS & UNION

Rates	Fringes
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Plumber, Pipefitter, Steamfitter.....	\$ 43.25	26.94
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PLUM0219-002 06/01/2023

MEDINA (Rte. #18 from eastern edge of Medina Co., west to  
eastern corporate limits of the city of Medina, & on the county  
road from the west corporate limits of Medina running due west  
to and through community of Risley to the western edge of  
Medina County - All territory south of this line), PORTAGE, and  
SUMMIT (S. of Rte. #303) COUNTIES

Rates	Fringes
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Plumber and Steamfitter.....	\$ 43.22	27.29
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PLUM0392-002 06/01/2023

BROWN, BUTLER, CLERMONT, HAMILTON &amp; WARREN

Rates	Fringes
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PLUMBER/PIPEFITTER.....	\$ 38.62	25.83
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PLUM0396-001 06/01/2023

COLUMBIANA (Excluding Washington & Yellow Creek Townships &  
Liverpool Twp. - Secs. 35 & 36 - West of County Road #427),  
MAHONING and TRUMBULL COUNTIES

Rates	Fringes
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PLUMBER/PIPEFITTER.....	\$ 37.10	28.51
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PLUM0495-002 06/01/2023

CARROLL (Rose, Monroe, Union, Lee, Orange, Perry & Loudon  
Townships), COLUMBIANA (Washington & Yellow Creek Townships &  
Liverpool Township, Secs. 35 & 36, West of County Rd. #427),  
COSHOCKTON, GUERNSEY, HARRISON, HOLMES, JEFFERSON, MORGAN (South

to State Rte. #78 & from McConnelsville west on State Rte. #37  
to the Perry County line), MUSKINGUM, NOBLE, and TUSCARAWAS  
COUNTIES

3/28/2024

	Rates	Fringes
Plumber, Pipefitter, Steamfitter.....	\$ 32.23	35.40

PLUM0577-002 06/01/2023

ADAMS, ATHENS, GALLIA, HIGHLAND, JACKSON, LAWRENCE, PIKE,  
SCIOTO & VINTON

	Rates	Fringes
Plumber, Pipefitter, Steamfitter.....	\$ 39.98	26.48

PLUM0776-002 07/01/2023

ALLEN, AUGLAIZE, HARDIN, LOGAN, MERCER, SHELBY and VAN WERT  
COUNTIES

	Rates	Fringes
Plumber, Pipefitter, Steamfitter.....	\$ 40.07	28.95

TEAM0377-003 05/01/2023

STATEWIDE, EXCEPT CUYAHOGA, GEAUGA & LAKE

	Rates	Fringes
TRUCK DRIVER		
GROUP 1 .....	\$ 31.49	16.40
GROUP 2 .....	\$ 31.91	16.40

TRUCK DRIVER CLASSIFICATIONS

GROUP 1 - Asphalt Distributor; Batch; 4- Wheel Service;  
4-Wheel Dump; Oil Distributor & Tandem

GROUP 2 - Tractor-Trailer Combination: Fuel; Pole Trailer;  
Ready Mix; Semi-Tractor; & Asphalt Oil Spraybar Man When  
Operated From Cab; 5 Axles & Over; Belly Dump; End Dump;  
Articulated Dump; Heavy Duty Equipment; Low Boy; & Truck  
Mechanic

TEAM0436-002 05/01/2023

CUYAHOGA, GEAUGA & LAKE

	Rates	Fringes
TRUCK DRIVER		
GROUP 1 .....	\$ 31.00	18.95
GROUP 2 .....	\$ 32.50	18.95

GROUP 1: Straight & Dump, Straight Fuel

GROUP 2: Semi Fuel, Semi Tractor, Euclids, Darts, Tank, Asphalt Spreaders, Low Boys, Carry-All, Tourna-Rockers, Hi-Lifts, Extra Long Trailers, Semi-Pole Trailers, Double Hook-Up Tractor Trailers including Team Track & Railroad Siding, Semi-Tractor & Tri-Axle Trailer, Tandem Tractor & Tandem Trailer, Tag Along Trailer, Expandable Trailer or Towing Requiring Road Permits, Ready-Mix (Agitator or Non-Agitator), Bulk Concrete Driver, Dry Batch Truck, Articulated End Dump

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

\*\* Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20) or 13658 (\$12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, **2014**.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CSA rate of the union locals from which the rate is based.

#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:



- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION"

**ADDENDUM NO. 1****April 29, 2024**

Owner: Fairfield County Commissioners

Project: Village of Pleasantville – Ballfield Improvements

This ADDENDUM forms a part of the Contract Documents and modifies the original specifications and drawings as noted below. The Bidder must acknowledge receipt of this ADDENDUM in the space provided in the Bid Schedule Form and shall also submit a signed copy with his bid. Failure to acknowledge this ADDENDUM and submit a signed copy may subject the Bidder to disqualification.

This addendum covers revisions and/or clarifications to the bidding documents as follows:

- **The contract time under Article 12 – Time, shall be modified as follows:**
  - C. The project shall be fully completed on or before **November 22, 2024** ("Contract Time"). The contractor shall not commence construction until the date of commencement of work specified in a written "Notice to Proceed". ***The Village will hold a festival at the park on August 24, 2024. No site grading/excavating on the infield or outfield shall be started until after the festival. The contractor may start on all other work before the festival, but the site shall be cleaned up and accessible to the public between August 12-25, 2024.***

This document serves as Addendum No. 1 for the Village of Pleasantville – Ballfield Improvements. Submit questions in writing to Verdantas, c/o Alan Brown, PE.

\_\_\_\_\_  
Bidder\_\_\_\_\_  
Engineer\_\_\_\_\_  
Date\_\_\_\_\_  
April 29, 2024\_\_\_\_\_  
Date**END OF ADDENDUM NO. 1**

Prosecutor's Approval Page

Resolution No.

A resolution authorizing the approval of a contract agreement by Fairfield County Board of County Commissioners and Nash Builders.

(Fairfield County Regional Planning Commission)

Approved as to form on 7/1/2024 1:18:19 PM by Amy Brown-Thompson,

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

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

Resolution No. 2024-07.09.hh

A Resolution Authorizing the Approval of a Contract Agreement by Fairfield County Board of County Commissioners and Nash Builders

(Fairfield County Regional Planning Commission)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

**A resolution to approve the Meijer Replat (OUCU Financial Credit Union), Final Plat and execute the Development Agreement [Regional Planning]**

**WHEREAS**, the Meijer Replat (OUCU Financial Credit Union), subdivision located in Greenfield Township, was approved by the Regional Planning Commission on February 6, 2024; and

**WHEREAS** the developer has submitted a final plat as required by Fairfield County Regional Planning Commission; and

**WHEREAS** the developer has submitted a development agreement as required by the Fairfield County Subdivision Regulations; and

**WHEREAS** the developer has furnished acceptable improvement assurances; and

**WHEREAS** the developer has furnished all required fees.

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

**Section 1.** That this Board hereby approves and authorizes itself to execute the final plat for the Meijer Replat (OUCU Financial Credit Union), subdivision.

**Section 2.** This Board hereby authorizes itself to execute the Development Agreement for the Meijer Replat (OUCU Financial Credit Union).

Prepared by: Joshua Hillberry  
cc: Regional Planning



REPLAT  
FOR  
**MEIJER 144**  
**Section 1**

Township of Greenfield, County of Fairfield, State of Ohio,  
Township 15, Range 19, Section 27

**SITUATE**

Situated in the Township of Greenfield, County of Fairfield, State of Ohio, of Greenfield, Township 15, Range 19, Section 27, and being 32.978 acres remaining of Meijer Replat, Section 1 of record in Plat Cabinet 2, Slot 143 as conveyed to Meijer Stores Limited Partnership of record in Official Record 1136, Page 2237, and being P.P.N. 0130114600, all references to records being on file in the Office of the Recorder, Fairfield County, Ohio

**OWNER AGREEMENT**

We, the undersigned, being all the Owners of the land platted heron, do voluntarily consent to the execution of said plat.

MEIJER STORES LIMITED PARTNERSHIP  
BY: MEIJER GROUP, INC.  
ITS: GENERAL PARTNER

BY: Michael Flickinger  
Michael Flickinger  
ITS: VICE PRESIDENT

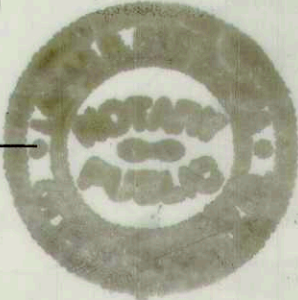
STATE OF MICHIGAN )  
COUNTY OF KENT ) SS.

Be it remembered on this 18<sup>th</sup> Day of June, 2024 personally came the said Michael Flickinger, the Vice President-Real Estate of Meijer Group, Inc., the General Partner of Meijer Stores Limited Partnership, a Michigan limited partnership, on behalf of said limited partnership.

Larae B Steigenga  
NOTARY PUBLIC, OHIO CO. MI.  
MY COMMISSION EXPIRES: 2-17-30  
ACTING IN THE COUNTY OF: Kent

Acting in the County of  
My Commission Expires February 17, 2030  
COUNTY OF OTTAWA  
NOTARY PUBLIC - STATE OF MICHIGAN  
LARA B STEIGENGA

LARA B STEIGENGA  
NOTARY PUBLIC - STATE OF MICHIGAN  
COUNTY OF OTTAWA  
My Commission Expires February 17, 2030  
Acting in the County of Kent



**DEDICATION**

Approved and accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

This plat is hereby approved as of \_\_\_\_\_, 2024

This plat is hereby approved as of \_\_\_\_\_, 2024,  
however, sanitary sewers and  
waterlines are not accepted until  
inspected and approved.

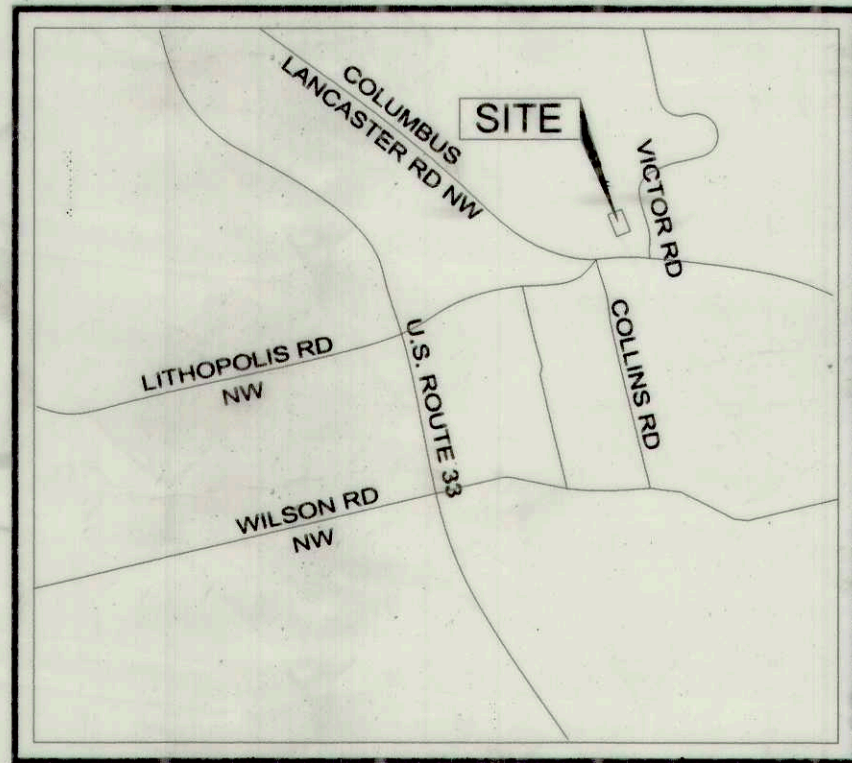
I hereby certify that this plat was  
approved by the Fairfield County  
Regional Planning Commission on  
Feb. 16, 2024. This approval  
becomes void unless this plat is filed  
for recording within one hundred and  
eighty (180) days of the above approval.

This plat is consistent with the current  
Greenfield Township Zoning Resolution.

I hereby certify that the land  
described by this plat was transferred  
on \_\_\_\_\_, 2024.

I hereby certify that this plat was filed  
for recording on \_\_\_\_\_,  
2024, at \_\_\_\_\_am-pm and that it was  
recorded on \_\_\_\_\_,  
2024, in Inst. No. \_\_\_\_\_  
records of Fairfield County, Ohio. Fee  
\$ \_\_\_\_\_.

I hereby certify that this plat represents a true and  
complete survey made by me or under my supervision  
in October of 2023, and that all markers and  
monuments indicated are in place or will be in place  
by the time of street acceptance and are correctly  
shown as to materials, locations and meets the latest  
provision of Ohio Administrative Code Chapter  
4733-37 - Minimum Standards for Boundary Surveys  
in the State of Ohio.



LOCATION MAP  
N.T.S.



Fairfield County Commissioners

Steve A. Davis

Jeff Fix

David Levacy

Jeremiah D. Upp P.E.  
Fairfield County Engineer

Tony J Vogel P.E.  
Fairfield County Sanitary Engineer

Holly R Mattei  
Holly Mattei,  
Director, Fairfield County  
Regional Planning Commission

Tom Erlenwein  
Tom Erlenwein,  
Greenfield Township Zoning Inspector

Dave Cotner  
Dave Cotner,  
Greenfield Township Trustee

Lonnie Kosch, Sr.  
Lonnie Kosch, Sr.,  
Greenfield Township Trustee

Kent Searle  
Kent Searle,  
Greenfield Township Trustee

Carri L. Brown, PhD, MBA, CGFM,  
Fairfield County Auditor

Lisa McKenzie,  
Fairfield County Recorder



By Robert W. Martin 6/11/24  
Robert W. Martin  
Professional Surveyor No 8114 Date

MEIJER REPLAT  
SECTION 1  
US-33 / COLLINS ROAD GREENFIELD TWP.  
FAIRFIELD COUNTY, OHIO

DATE: JUNE 2024 DRAWN BY: RWM  
DWG SCALE: N/A CHECKED BY:  
PROJECT NO: Meijer 144  
FILE NAME: MEIJER 144 REPLAT REV 032024

PREPARED BY:



REVISION RECORD

NO.	DATE	DESCRIPTION
1	02/07/24	ADDRESS COUNTY COMMENTS
2	05/06/24	ADD INSTRUMENT NUMBER TO INGRESS/EGRESS EASEMENT
3	05/31/24	REMOVE LIEN STATEMENT, ADD SANITARY EASEMENT DEDICATION
4	06/01/24	REMOVE NOTARY BLOCK FOR US BANK TRUST, REVERSE L1 BEARING
5	06/02/24	ADDED STORM WATER DISCHARGE AGREEMENT NOTE



REPLAT  
FOR  
MEIJER 144  
Section 1

Township of Greenfield, County of Fairfield, State of Ohio,  
Township 15, Range 19, Section 27

DESCRIPTION OF 32.978 ACRES

Situated in the State of Ohio, County of Fairfield, Township of Greenfield, Section 27, Township 15, Range 19 and being all out of a 38.567 parcel of land conveyed to Meijer Stores Limited Partnership Replat of record in Plat Cabinet 2, Slot 143, all references to records being on file in the Office of the Recorder, Fairfield County, Ohio, said 32.978 Acres parcel being more fully described herein;

TRUE POINT OF BEGINNING, a Mag Nail set at the intersection of Columbus-Lancaster Road and Collins Road and the West line of Section 27, and also being the southwest corner of said Meijer Stores Ltd. Partnership plat;

Thence, N 03°49'43" E, with the West line of Section 27, the west line of said Replat and the east line of a 15.85 Acre parcel of land conveyed to 3006 Columbus-Lancaster Road, LLC of record in Instrument Number 201700011173, a distance of 1013.15 feet to a point being referenced by a ¾" iron pin found with a cap inscribed EMH&T that bears 0.10 feet south and 0.35 feet east of said point;

Thence, N 03°46'36" E, with the West line of Section 27, the West line of said Replat and the East line of said 15.85 Acre parcel a distance of 428.99 feet to an Iron Pin Set at the Northwest corner of said Replat and also being on the South line of Lot 14 of Eversolve Business Park of record in Plat Cabinet 3, Slot 2;

Thence, S 72°34'35" E, with the North of said Replat, and the South line of said Lot 14 a distance of 1329.54 feet to an Iron Pin Set at the Northeast corner of said Replat and also being on the west line of Lot 13 of said Eversolve Business Park;

Thence, S 04°14'28" W, with the east line of said Replat, the west line of said Lot 13 and the West line of Kull Subdivision of record in Plat Cabinet 2, Slot 12 passing a ¾" iron pin found at a distance of 148.57 feet, a total distance of 525.00 feet to a 5/8" Solid Bar Found with a cap inscribed Tobin;

Thence, S 17°25'25" W, with the east line of said Replat and the west line of said Kull Subdivision, passing a ¾" iron pin found at a distance of 64.94 feet, a total distance of 478.55 feet to an Iron Pin Set at the Northeast Corner of Lot 3 of said Meijer Replat;

Thence, N 72°35'14" W, a distance of 341.00 feet with the North line of said Lot 3 to an Iron Pin Set at the Northwest corner of said Lot 3;

Thence, S 17°25'25" W, a distance of 137.33 feet with the West line of said Lot 3 to an Iron Pin Set at an Easterly corner of Lot 2 of said Meijer Replat;

Thence with the common line of said Lot 2 and said Lot of of said Meijer Replat the following 9 courses;

- 1) Thence, N 73°13'10" W, a distance of 23.63 feet to an Iron Pin Set;
- 2) Thence, N 16°46'50" E, a distance of 35.50 feet to an Iron Pin Set;
- 3) Thence, S 73°13'10" E, a distance of 19.03 feet to an Iron Pin Set;
- 4) Thence, N 17°25'25" E, a distance of 101.86 feet to an Iron Pin Set;
- 5) Thence, N 72°35'29" W, a distance of 335.85 feet to an Iron Pin Set;
- 6) With a curve to the right, having a radius of 61.75 feet a delta angle of 21°28'54", an arc length of 23.15 feet a chord bearing of N 61°52'20" W and a chord distance of 23.02 feet to an Iron Pin Set;
- 7) With a curve to the left, having a radius of 47.00 feet a delta angle of 38°34'35", an arc length of 31.64 feet a chord bearing of N 69°44'47" W and a chord distance of 31.05 feet to an Iron Pin Set;
- 8) With a curve to the left, having a radius of 28.00 feet a delta angle of 72°40'09", an arc length of 35.51 feet a chord bearing of S 53°41'49" W and a chord distance of 33.18 feet to an Iron Pin Set;
- 9) Thence, S 17°27'20" W, a distance of 312.61 feet to an Mag Nail Set on the South line of said Lot 1, the Southwest corner of said Lot 2, also on the centerline of said Columbus-Lancaster Road and also on the North line of Lot 2 of The Windsor Company Sub of record in Plat Cabinet 1, Slot 70;

Thence, N 74°03'05" W, a distance of 71.17 feet with the Centerline of said Columbus-Lancaster Road and the North line of said Lot 2 of said The Windsor Company Sub to a Mag Nail Set at the Northwest Corner of Said Lot 2 of said The Windsor Company Sub and also being the Northeast Corner of Lot 1 of said The Windsor Company Sub;

Thence, N 87°39'11" W, a distance of 293.58 feet with the North line of said of Lot 1 of said The Windsor Company Sub to the TRUE POINT OF BEGINNING containing 32.978 acres of land, subject to all easements and documents of record. All iron pins set are 5/8" solid rebar, thirty inches in length with blue plastic cap inscribed "DTK Site Solutions".

For the purpose of this exhibit a bearing of N 03°49'43" E was held on West line of Section 27, Greenfield Township, and is based on the Ohio State Plane Coordinate System, South Zone, NAD83 (2011 adjustment). Said bearing was established by Static and RTK GPS Observations, and was determined by using National Geodetic Survey, OPUS-S service. This document is based on a survey completed by or under the supervision of Robert W. Martin in October of the year 2023.

**NOTE "A"** The purpose of this plat is to show certain property rights-of-ways, and easements boundaries as of the time of platting. At the request of zoning and planning authorities at the time of platting, this plat shows some of the limitations and requirements of the zoning code in effect on the date of filing this plat for reference only. The limitations and requirements may change from time to time and should be reviewed to determine the then current applicable by the government authority having jurisdiction. The then applicable zoning code shall control over conflicting limitations and requirements that may be shown as on this plat.

**NOTE "B"** All of Meijer Replat is located in the Flood Hazard Zone X as shown on the Federal Emergency Management Agency Flood Insurance Rate Map, Map Numbers 39045C0145G, 39045C0232G and 39045C0231G all with an effective date of 1/1/2012. 2012.

**NOTE "C"** Storm Water Discharge Agreement recorded as Instrument Number 202400006240 in the Fairfield County, Ohio Records, benefiting Lot 4, is a part of this re-plat.

**UTILITY AND SANITARY SEWER EASEMENTS:** Utility and sanitary sewer easements shown on this plat are for the construction, operation, maintenance, repair, replacement, or removal of utility and sanitary sewer lines and services, and for the express privilege of removing any and all trees or other obstructions to the free use of said utilities and for providing ingress and egress to the property for said purposes and are to be maintained as such forever. No other utilities are to be placed or constructed in designated Sanitary Easements. Sanitary sewer easements are hereby dedicated to the Fairfield County Utility Department.

**SETBACK DIMENSIONS:**  
50' FRONT YARD  
25' SIDE YARD  
25' REAR YARD

SURVEY DATA

**BASIS OF BEARINGS:** For the purpose of this exhibit a bearing of N 03°49'43"E was held on West line of Section 27, Greenfield Township, and is based on the Ohio State Plane Coordinate System, South Zone, NAD83 (2011 adjustment). Said bearing was established by Static and RTK GPS Observations, and was determined by using National Geodetic Survey, OPUS-S service. Bearings shown hereon are rotated 03°59'28" in a clockwise direction from original plat bearings.

**SOURCE OF DATA:** The sources of recorded survey data are the records of the Fairfield County, Ohio Recorder, and referenced on the plan and text of this plat.

PREPARED BY:



REVISION RECORD

NO.	DATE	DESCRIPTION
1	02/07/24	ADDRESS COUNTY COMMENTS
2	05/06/24	ADD INSTRUMENT NUMBER TO INGRESS/EGRESS EASEMENT
3	05/31/24	REMOVE LIEN STATEMENT, ADD SANITARY EASEMENT DEDICATION
4	06/01/24	REMOVE NOTARY BLOCK FOR US BANK TRUST, REVERSE L1 BEARING
5	06/02/24	ADDED STORM WATER DISCHARGE AGREEMENT NOTE

MEIJER REPLAT  
SECTION 1

US-33 / COLLINS ROAD GREENFIELD TWP.  
FAIRFIELD COUNTY, OHIO

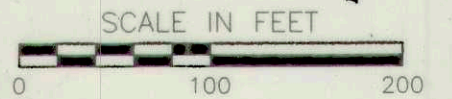
DATE:	JUNE 2024	DRAWN BY:	RWM
DWG SCALE:	1"=30'	CHECKED BY:	
PROJECT NO:			Meijer 144
FILE NAME:	MEIJER 144 REPLAT REV 032024		



REPLAT  
FOR  
**MEIJER 144**  
Section 1

Township of Greenfield, County of Fairfield, State of Ohio,  
Township 15, Range 19, Section 27

LEGEND	
●	5/8"X30" SOLID BAR SET WITH CAP INSCRIBED DTK SITE SOLUTIONS
△	MAG NAIL SET
○	IRON PIN FOUND (IPF)
NVA = NO VEHICULAR ACCESS	



DEED REFERENCES  
PID 0140101900 ~ DB: 1740, PG: 4169  
PID 0130116500 ~ DB: 1513, PG: 1307  
PID 0130116400 ~ DB: 1513, PG: 1307  
PID 0130108600 ~ DB: 1508, PG: 711  
PID 0130108600 ~ DB: 1508, PG: 709  
PID 0130108400 ~ DN: 202200002111  
PID 0130108300 ~ DB: 1767, PG: 3599  
PID 0130108200 ~ DN: 202200010735  
PID 0130114800 ~ DB: 1407, PG: 2057  
PID 0130114700 ~ DB: 1417, PG: 2540  
PID 0140121100 ~ DB: 1768, PG: 387  
PID 0140100900 ~ DB: 1731, PG: 4185  
PID 0140120500 ~ PC1, SLOT 70  
PID 0140120400 ~ PC1, SLOT 70  
PID 0140100610 ~ DB: 619, PG: 915

MEIJER STORES LIMITED PARTNERSHIP  
LOT 1  
31.144 Acres (Remaining)  
32.978 Acres (PC 2, SL 143)

10' AMERITECH EASEMENT  
(LIBER 630, PAGE 386)

PERMANENT ACCESS  
EASEMENT ACROSS  
THORNTON AND ROSHON  
PROPERTY FOR MEIJER, INC.

12' SOUTH CENTRAL POWER  
COMPANY EASEMENT  
(LIBER 638, PAGE 657)

20' SOUTH CENTRAL  
POWER COMPANY  
(LIBER 627, PAGES 57-65)  
AND  
AMERITECH EASEMENT  
LIBER 474, PAGE 37

PERMANENT ACCESS  
EASEMENT  
OR 1417, PG 2550  
OR 1407, PG 2065

30' EASEMENT TO GREENFIELD  
TOWNSHIP REGIONAL WATER  
AND SEWER DISTRICT  
PC 2, SLOT 143

15' PUBLIC UTILITY  
EASEMENT

INGRESS/EGRESS  
ACCESS EASEMENT  
INST. No. 202400006239

LOT 2  
3.095 ACRES  
TEXAS ROADHOUSE OF  
LANCASTER OHIO, LLC  
PID 0130114700

25' COLUMBIA GAS  
OF OHIO EASEMENT  
DV 621, PAGE 712

EASEMENT FOR  
HIGHWAY PURPOSES  
414.42' DB 220, PG 47

THE WINDSOR  
COMPANY  
2.34 ACRES  
PID 0140100610

2845 PROPERTY LLC  
1.19 ACRES  
INST. No. 201700003158  
PID 0140100900

EVERSOLE BUSINESS PARK  
LOT 14, PID 0130116500  
ACK DEVELOPMENT LTD  
21.188 ACRES

EVERSOLE BUSINESS PARK  
PC 3, SLOT 2

LOT 13, PID 0130116400  
ACK DEVELOPMENT LTD  
1.135 ACRES

LOT 5  
G2 PROPERTIES LLC  
PID 0130108600

KULL SUBDIVISION  
PC 2, SLOT 12  
LOT 4  
G1 PROPERTIES LLC  
PID 0130108500

SEE SHEET 4  
FOR OFFSITE  
EASEMENT INFO  
LOT 3  
JMK REAL ESTATE, LLC  
PID 0130108400

KULL SUBDIVISION  
PC 2, SLOT 12  
LOT 2  
STEAK N SHAKE INC.  
PID 0130108300

LOT 1  
TBJ PROPERTIES  
OF OHIO LLC  
PID 0130108200

SEE SHEET 4  
FOR OFFSITE  
EASEMENT INFO

HERITAGE HILLS LTD PHASE II  
LLOYDS SUB LOT 1  
PC 2, SLOT 24  
3.96 ACRES  
PID 0140121100

PROPERTY LINE TABLE		
Line #	Direction	Length
L1	N17° 25' 25"E	101.86'
L2	S73° 13' 10"E	19.03'
L3	N16° 46' 50"E	35.50'
L4	N73° 13' 10"W	23.63'
L5	N72° 35' 14"W	16.45'
L6	S17° 25' 25"W	37.19'
L37	S17° 25' 25"W	137.33'

PROPERTY CURVE TABLE					
Curve #	Radius	Delta	Length	Chord Bearing	Chord
C1	28.00'	72° 40' 09"	35.51'	S53°41'49"W	33.18'
C2	47.00'	38° 34' 35"	31.64'	N69°44'47"W	31.05'
C3	61.75'	21° 28' 54"	23.15'	N61°52'20"W	23.02'

MEIJER REPLAT  
SECTION 1  
US-33 / COLLINS ROAD GREENFIELD TWP.  
FAIRFIELD COUNTY, OHIO

DATE: MAY 2024 DRAWN BY: RWM  
DWG SCALE: 1"=100' CHECKED BY:  
PROJECT NO: Meijer 144  
FILE NAME: MEIJER 144 REPLAT REV 032024

PREPARED BY:



REVISION RECORD

NO.	DATE	DESCRIPTION
1	02/07/24	ADDRESS COUNTY COMMENTS
2	05/06/24	ADD INSTRUMENT NUMBER TO INGRESS/EGRESS EASEMENT
3	05/31/24	REMOVE LIEN STATEMENT, ADD SANITARY EASEMENT DEDICATION
4	06/01/24	REMOVE NOTARY BLOCK FOR US BANK TRUST, REVERSE L1 BEARING
5	06/02/24	ADDED STORM WATER DISCHARGE AGREEMENT NOTE



REPLAT  
FOR  
**MEIJER 144**  
Section 1

Township of Greenfield, County of Fairfield, State of Ohio,  
Township 15, Range 19, Section 27

EASE DETAIL 1 LINE TABLE		
Line #	Direction	Length
L38	N75° 35' 04"W	10.17'
L39	N3° 49' 43"E	120.00'
L40	S80° 21' 08"E	10.05'
L41	S3° 49' 43"W	30.83'
L42	N72° 50' 25"W	113.69'
L43	S86° 38' 05"E	41.77'
L45	N15° 41' 10"E	28.70'
L46	S3° 49' 43"W	120.85'

EASE DETAIL 1 CURVE TABLE					
Curve #	Radius	Delta	Length	Chord Bearing	Chord
C21	50.00'	94° 26' 13"	82.41'	N62°54'10"E	73.39'

SAN EASEMENT TABLE		
Line #	Direction	Length
L50	N72° 34' 35"W	15.00'
L51	S17° 25' 25"W	354.00'
L52	N72° 34' 35"W	138.50'
L53	S17° 08' 39"W	67.28'
L54	S72° 35' 30"E	15.18'
L55	S72° 50' 59"E	5.00'
L56	S72° 35' 13"E	9.82'
L57	N17° 08' 39"E	37.25'
L58	S72° 34' 35"E	138.36'
L59	N17° 25' 25"E	384.00'
L60	N72° 34' 35"W	15.00'

EVERSOLE BUSINESS PARK  
LOT 14, PID 0130116500  
ACK DEVELOPMENT LTD  
21.188 ACRES

\*\*

60' PERPETUAL EASEMENT LATERAL DRIVE  
TO BE MAINTAINED IN ACCORDANCE  
WITH RECIPROCAL CONSTRUCTION  
OPERATING AND EASEMENT AGREEMENT  
LIBER 612, PAGES 404-446 AMENDED  
LIBER 624, PAGES 75-93

OFFSITE EASE LINE TABLE		
Line #	Direction	Length
L20	S61° 53' 35"E	51.73'
L22	S86° 39' 31"E	76.27'
L23	S4° 14' 23"W	100.01'
L24	N61° 53' 35"W	24.26'
L25	S72° 34' 35"E	135.92'
L26	S72° 34' 35"E	135.92'
L27	S4° 41' 40"W	100.00'
L28	N86° 39' 31"W	74.70'
L29	N72° 27' 33"W	255.01'
L30	N11° 37' 34"E	29.63'
L31	N17° 25' 25"E	64.32'
L32	S72° 34' 33"E	224.12'
L34	N17° 25' 25"E	166.59'
L35	S17° 24' 59"W	4.88'
L36	N4° 14' 28"E	148.57'

OFFSITE EASEMENT CURVE TABLE					
Curve #	Radius	Delta	Length	Chord Bearing	Chord
C10	215.00'	26° 38' 29"	99.97'	S73°20'16"E	99.07'
C11	20.00'	89° 05' 24"	31.10'	N48°47'47"E	28.06'
C12	275.00'	26° 25' 27"	126.83'	N73°26'47"W	125.71'
C13	275.00'	26° 25' 27"	126.83'	N73°26'47"W	125.71'
C14	20.00'	90° 53' 54"	31.73'	N41°12'34"W	28.51'
C16	385.00'	13° 20' 34"	89.66'	S79°14'52"E	89.45'
C17	20.00'	89° 23' 12"	31.20'	N49°23'16"E	28.13'
C18	445.00'	13° 12' 39"	102.60'	S79°10'54"E	102.38'
C19	20.00'	90° 28' 53"	31.58'	S40°32'47"E	28.40'
C20	38.18'	78° 20' 06"	52.20'	S27°12'54"E	48.23'

MEIJER STORES LIMITED PARTNERSHIP  
LOT 1  
31.144 Acres

INGRESS/EGRESS  
ACCESS EASEMENT  
INST. No. 202400006239

30' SANITARY  
EASEMENT

LOT 4  
1.834 ACRES

KULL SUBDIVISION  
PC 2, SLOT 12

LOT 2  
STEAK N SHAKE INC.  
PID 0130108300

LOT 1  
TBJ PROPERTIES  
OF OHIO LLC  
PID 0130108200

EASEMENT LINE TABLE		
Line #	Direction	Length
L7	N59° 37' 37"W	50.00'
L8	N80° 21' 08"W	362.02'
L9	N71° 41' 08"W	762.07'
L10	S80° 21' 08"E	404.76'
L11	S3° 32' 28"W	12.56'
L12	S72° 35' 14"E	755.99'
L13	N17° 27' 20"E	391.80'
L14	S72° 32' 40"E	44.26'
L15	S72° 59' 18"E	473.86'
L16	S72° 34' 35"E	208.00'
L17	N74° 03' 05"W	35.01'

EASEMENT CURVE TABLE					
Curve #	Radius	Delta	Length	Chord Bearing	Chord
C5	120.00'	32° 48' 00"	68.70'	S53°16'46"E	67.76'

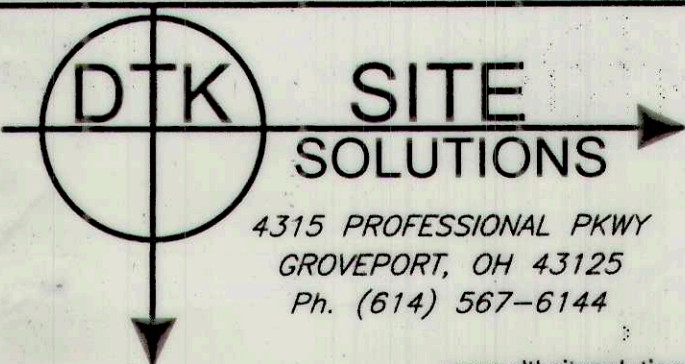
CR33A Columbus-Lancaster Road

HERITAGE HILLS LTD PHASE II  
LLOYDS SUB LOT 1  
PC 2, SLOT 24  
3.96 ACRES  
PID 0140121100

SCALE IN FEET

MEIJER REPLAT  
SECTION 1  
US-33 / COLLINS ROAD GREENFIELD TWP.  
FAIRFIELD COUNTY, OHIO

PREPARED BY:



REVISION RECORD

NO.	DATE	DESCRIPTION
1	02/07/24	ADDRESS COUNTY COMMENTS
2	05/06/24	ADD INSTRUMENT NUMBER TO INGRESS/EGRESS EASEMENT
3	05/31/24	REMOVE LIEN STATEMENT, ADD SANITARY EASEMENT DEDICATION
4	06/01/24	REMOVE NOTARY BLOCK FOR US BANK TRUST, REVERSE L1 BEARING
5	06/02/24	ADDED STORM WATER DISCHARGE AGREEMENT NOTE

DATE: MAY 2024 DRAWN BY: RWM  
DWG SCALE: 1"=100' CHECKED BY:  
PROJECT NO: Meijer 144  
FILE NAME: MEIJER 144 REPLAT REV 032024



## **DEVELOPMENT AGREEMENT**

This Agreement entered into this 6th day of June, 2024, by and between OUCU Financial; (hereinafter called the "Owner") and the Board of Commissioners of Fairfield County, Ohio (hereinafter called the "County").

WITNESS WHEREAS, the Owner wishes to develop approximately 1.834 acres in Greenfield Township; Meijer Replat\_ (hereinafter called the "Project"), and

WHEREAS, "The Fairfield County Water, Drainage and Sewage Regulations," "The Fairfield County Construction and Material Specifications," and "The Fairfield County Subdivision Regulations" in force on the date of this agreement (hereinafter called the "County Regulations") state the requirements for developing within the County.

NOW THEREFORE, the Owner and the County, in consideration of the mutual covenants set forth herein, agree that:

**I. OWNER RESPONSIBILITIES: The Owner will:**

- 1.1 Develop or cause the development of the Project in accordance with the County Regulations and the construction drawings approved by the County.
- 1.2 Unless specifically stated otherwise, be responsible for the entire cost associated with developing the Project, including providing the real estate, engineering, construction, fees and deposits.
- 1.3 Provide the County with construction drawings, specifications and supporting data describing the improvements contained in the Project. The improvements to be provided will include:
  - a. Roads and parking areas, graded full width and paved including drainage structures and other improvements all as shown on the County Standard Drawings and required for this project;
  - b. Monuments, stakes and all survey control required;
  - c. All other improvements shown on the construction drawings as approved by the County. (Such as grading and seeding).
- 1.4 Await the County's approval of the construction drawings and specifications before beginning any construction work.
- 1.5 Guarantee that the labor, material and equipment used to develop the Project meets the County requirements by providing at least one of the following:

- a. A performance bond equal to the estimated construction cost of the public improvements; or
- b. An irrevocable bank letter of credit payable to the County equal to one hundred percent (100%) of the estimated construction cost of the public improvements; or
- c. Subject to the approval of the County of Fairfield a certification to the County by the institution, person or corporation financing the construction of the public improvements stipulating that the funds in the amount of the estimated construction cost are available and set aside from all other funds solely for the purpose of financing the construction of the public improvements.

That these funds will not be released to the Owner or used for any purpose unless a release is signed by the County.

That such release by the County only certifies that as best the County can determine, the construction was satisfactorily completed and such release does not relieve the Owner of the responsibility to meet the requirements of the County Regulations or the County maintenance guarantee requirements;

- 1.6 Give the County at least three days notice prior to beginning any construction work and will keep the County advised of the work schedule throughout the development of the Project.
- 1.7 Prior to conditional acceptance of the Project by the County, guarantee all labor, material and equipment incorporated in the improvements that will become public against defects and deficiencies, for at least three years, by providing at least one of the following:
  - a. A maintenance bond equal to ten percent (10%) of the construction cost of the public improvements
  - b. A certification to the County by a financial institution or corporation acceptable to the County Prosecutor;

That funds equal to ten percent (10%) of the estimated construction cost for public improvements have been set aside in an escrow account;

That these funds cannot be released without a release by the County;

That the institution or corporation holding the funds shall release to the County and or all of the funds so escrowed for the purpose enumerated herein; and

That the escrow account will not be closed out without the approval of the County with the final acceptance of the public improvements by the County constituting release of the escrow account lacking any formal release by the County; or

- c. A bank irrevocable letter of credit payable to the County equal to ten percent (10%) of the construction cost for the public improvements.
- 1.8 Provide any additional maintenance guarantees necessary to protect existing roads in the subdivision being used as access for the proposed phase(s). The County Inspector shall determine the adequacy of this additional guarantee.
- 1.9 Provide a written request for the maintenance guarantee release upon completion of at least three years maintenance period during which the public improvements are maintained in a satisfactory condition and all expenses incurred by the County pursuant to this Project have been paid in full.
- 1.10 Cause the work described in the approved construction drawings, specifications and supporting data, as required herein, to be completed within a year of the approval of the construction plans unless approved otherwise by the County.
- 1.11 Remove or cause to be removed such dirt, debris, and foreign matter from all public rights-of-way, improvements and/or easements as were deposited, left or resulted from the construction of improvements or any nature within the development, within twenty-four (24) hours after being notified by the County that such work is required. Such removal shall be done to the satisfaction of the County Engineer.
- 1.12 Prior to acceptance or conditional acceptance of the Project by the County, provide the County the original signed construction drawings, with four sets of prints annotated to reflect the "as-constructed" conditions, and the original recorded plat.

## II GENERAL TERMS:

- 2.1 When there appears to be, or there is in fact, a conflict between this Agreement and the County Regulations the County Regulations shall govern.
- 2.2 No conveyance shall be made of any lot or parcel smaller in frontage or area than indicated on the plat except for the purpose of increasing the area of another lot.
- 2.3 The Owner shall indemnify and hold the County free and harmless from any and all claims for damage of every nature arising or growing out of the

construction of improvements or resulting from improvements and shall defend, at their own cost and expense, any suit or action brought against the County.

2.4 By signing this Agreement the Owner acknowledges possession of copies of the:

- a. Fairfield County Water, Drainage and Sewage Regulations.
- b. Fairfield County Construction and Material Specifications.

and that the procedures described in these County Regulations will be followed during the development, acceptance and maintenance period for this project.

2.5 Upon violation of, or failure to comply with, any of the terms of this Agreement by the Owner, the County may take any of the following actions:

- a. Stop all work on the Project forthwith;
- b. Continue any unfinished work or replace any unaccepted work to a point that any public improvements do not appear to create a health or safety hazard or create maintenance or repair expense to the County because of their state of completion by:
  1. Holding the bonding company responsible,
  2. Using the certified check or proceeds thereof,
  3. Using the funds in the escrow account, or
  4. Draw on the letters of credit.
- c. Take necessary action to eliminate apparent or actual safety or health hazards of an emergency nature when notification of the Owner does not cause a timely and satisfactory response or an immediate response is required. The cost of using county labor material or equipment shall be a cost to the owner to be paid thirty (30) days after being billed. Failure to pay may result in the County taking actions provided in 2.5(a) or 2.5(b) herein.

2.6 This Agreement represents the entire and integrated agreement between the Owner and the County for the Project and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instruction signed by both Owner and County.

2.7 The Owner and County each binds himself and his partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement; except as above, neither the Owner

nor the County shall assign, sublet, or transfer his interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the Owner and the County.

2.8 Notices: Any notice required by the Agreement shall be conclusively presumed to have been received if in writing and if delivered personally or sent by registered or certified mail, postage prepaid, to the party to be notified at the party's last address on file with the party sending the notice.

2.9 Legal Interpretation: This Agreement shall be construed and interpreted in accordance with the laws of the State of Ohio.

IN CONSIDERATION WHEREOF, the County hereby grants the Owner the right and privilege to make the improvements stipulated herein.

IN WITNESS WHEREOF, the parties hereto have set their hand and seals, and have executed this agreement on the day and year first above written.

  
\_\_\_\_\_  
Danita Sharp, COO  
OUCU Financial

APPROVED:

~~FAIRFIELD COUNTY BOARD OF~~  
~~COMMISSIONERS~~  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
~~Date:~~\_\_\_\_\_

State of Ohio; County of Athens, being first duly sworn by me, says that the information set forth is true and accurate.

Sworn to and subscribed to me this 6<sup>th</sup> day of June, 2024.

DEVELOPMENT AGREEMENT



BRIDGETT HUGHES  
Notary Public  
State of Ohio  
My Comm. Expires  
April 13, 2027

  
\_\_\_\_\_  
Notary Public

Fairfield County Board of Commissioners

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Date: July 9, 2024

Resolution No. 2024-07.09.ii

A Resolution to Approve the Meijer Replat (OUCU Financial Credit Union), Final Plat,  
and Execute the Development Agreement

(Fairfield County Regional Planning Commission)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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



**A Resolution to Approve a Change Order #1 for the CDBG PY2022 Village of Pleasantville – Pool Concrete Deck Improvements Project.**

**WHEREAS,** the original contract for this project with Cooper Concrete Services LLC was approved by the Commissioners on April 4, 2024; and

**WHEREAS,** the original contract was in the amount of \$76,287.00; and

**WHEREAS,** a change order #1 is necessary for removing and replacing additional concrete (approximately 580 sq/ft) leading up to the pool deck and building; and

**WHEREAS,** the change order #1 will increase the contract price by \$7,523.20, and the new contract price will be \$83,810.20, which is being covered by local funds; and

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

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**Section 1.** That the Board of Commissioners resolve to approve the proposed Change Order #1 for the CDBG PY2022 Village of Pleasantville – Pool Concrete Deck Improvements Project.

**Section 2.** This Board hereby authorizes it's President to sign change order #1 for the Pool Concrete Deck Improvements Project.

Prepared by: Joshua Hillberry  
cc: Regional Planning Commission

## CHANGE ORDER

Order No. 1

Date: 6/28/2024

Agreement Date: 5/30/2024

NAME OF PROJECT: Fairfield County – CDBG – Village of Pleasantville Pool  
Improvements – Concrete Deck

OWNER: Fairfield County

CONTRACTOR: Cooper Concrete Services LLC

The following changes are hereby made to the CONTRACT DOCUMENTS:

### Justification:

The work includes removing and replacing additional concrete (approximately 580 sq/ft) leading up to the pool deck and building. Also included is 4 flush mounted cleanouts caps, water meter pit frame and lid, and any additional site restoration to perform this work. See the attached change order request from contractor for cost breakdown.

Change to CONTRACT PRICE: \$ 7,523.20

Original CONTRACT PRICE: \$ 76,287.00

Current CONTRACT PRICE adjusted by previous CHANGE ORDER: \$ 0.00

The CONTRACT PRICE due to this CHANGE ORDER will be increased by: \$ 7,523.20

The new CONTRACT PRICE including this CHANGE ORDER will be \$ 83,810.20

Change to CONTRACT TIME: 0

The CONTRACT TIME will be (increased) (decreased) by 0 calendar days.

The date for completion of all WORK will be same as original contract(Date)

Recommended By:

Engineer/Architect: Trevor McLean

Signature: Trevor McLean

Title: Engineer III - Verdantia LLC

Engineer III - Verdantia LLC

Accepted By:

Owner: Village of Pleasantville

Signature: [Signature]

Title: Mayor

Contractor: Cooper Concrete Services LLC

Signature: [Signature]

Title: President

County: \_\_\_\_\_

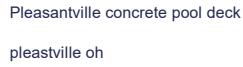
Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Township: N/A

Signature: \_\_\_\_\_

Title: N/A



ESTIMATE NO  
24-0030

PREPARED BY:  
Jason

**Trevor**

SUBTOTAL	\$7,523.20
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If you have any questions or concerns feel free to contact me at 740-221-3345. Thank you  
Jason H Cooper

TOTAL	\$7,523.20
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Authorized Rep

Date

Signature Page

Resolution No. 2024-07.09.jj

A Resolution to Approve Change Order #1 for the CDBG PY2022 Village of Pleasantville Pool Concrete Deck Improvements Project

(Fairfield County Regional Planning Commission)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

**A resolution authorizing the transfer of a 2009 Ford F-150 and plow to the County Facilities Department**

**WHEREAS,** the Fairfield County Utilities Office has a 2009 Ford F-150, VIN 1FTRW14899FB13242, an asset no longer useful for county utilities operations;

**WHEREAS,** this vehicle is currently titled to the Fairfield County Commissioners;

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

**WHEREAS,** the Fairfield County Utilities recommends transfer of the vehicle to the Facilities Department for \$3000;

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

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**Section 1.** That this Board of Commissioners approves the donation of the vehicle to the Facilities Department.

**Section 2.** That the Board of Commissioners directs the vehicle asset to be transferred to Facilities and Utilities be compensated for the vehicle.

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

Prepared by: Tony Vogel  
cc: Utilities Office

Resolution No. 2024-07.09.kk

A Resolution Authorizing the Transfer of a 2009 Ford F-150 and Plow to the County  
Facilities Department

(Fairfield County Utilities Department)

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.

2024-07.09.II

**A resolution to appropriate from unappropriated in an expenditure object category Utilities Fund 5046.**

**WHEREAS**, additional appropriations are needed in the major expenditure object category for Utilities Fund 5046; 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.** The Fairfield County Board of Commissioners appropriate from unappropriated into the following category:

\$10,000      12504623      Other

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

12504623      593100      \$10,000      Customer Refunds

Prepared by: Tony Vogel  
cc: Utilities



Signature Page

Resolution No. 2024-07.09.II

A resolution to appropriate from unappropriated in an expenditure object category  
Utilities Fund 5046.

(Fairfield County Utilities Department)

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 an expenditure object category Utilities Fund 5044 and Fund 5046.**

**WHEREAS**, additional appropriations are needed in the major expenditure object category for Utilities Fund 5044 and 5046; 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.** The Fairfield County Board of Commissioners appropriate from unappropriated into the following category:

\$50,000	12504429	Contractual Services
\$50,000	12504623	Contractual Services

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

12504429	543000	\$50,000	Repair and Maintenance
12504623	543000	\$50,000	Repair and Maintenance

Prepared by: Tony Vogel  
cc: Utilities

Resolution No. 2024-07.09.mm

A resolution to appropriate from unappropriated in an expenditure object category  
Utilities Fund 5044 and Fund 5046.

(Fairfield County Utilities Department)

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 July 11, 2024.

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

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**Section 1.** That the Fairfield County Board of County Commissioners approves the attached cash disbursement journal.

Prepared by: Auditor/Finance  
cc: Finance Office

Department									
Check #	Check Date	Vendor #	Vendor Name	Invoice #	Invoice Date	PO #	Warrant	Line Item Description	Amount
1200	COMMISSIONERS ADMIN								
	Fund: 1001 - GENERAL FUND								
1585613	07/11/2024	80132	AUNDREA N CORDLE	6/2024	06/01/2024	24000058	C0709	CELL PHONE STIPEND 6/2024	60.00
1585615	07/11/2024	82133	JEFF PORTER	6/1/2024	06/01/2024	24000065	C0709	MONHTLY CELL PHONE STIPEND 6/2024	60.00
	Fund: 2876 - FISCAL RECOVERY (ARP)								
5404680	07/11/2024	5537	FAIRHOPE HOSPICE & PALLIATIVE CARE, INC	2024-06.11.i	06/11/2024	24005488	C0709	ARPA subagreement	100,000.00
TOTAL: COMMISSIONERS ADMIN									100,120.00

INVOICES BY DEPARTMENT

07/11/2024 to 07/11/2024

Department

Check #	Check Date	Vendor #	Vendor Name	Invoice #	Invoice Date	PO #	Warrant	Line Item Description	Amount
1210	JOB & FAMILY SERVICES								
	Fund: 2018 - FCJFS - PUBLIC ASSISTANCE								
5404681	07/11/2024	6640	FF CTR FOR DISABILITIES MAY 2024 & CEREBRAL PALSY		05/01/2024	24001247	C0709	2024-2025 TRANSPORTATION	87,132.00
TOTAL: JOB & FAMILY SERVICES									87,132.00

INVOICES BY DEPARTMENT

07/11/2024 to 07/11/2024

Department

Check #	Check Date	Vendor #	Vendor Name	Invoice #	Invoice Date	PO #	Warrant	Line Item Description	Amount
1215	HUMAN RESOURCES								
	Fund: 1001 - GENERAL FUND								
1585614	07/11/2024	82133	JEFF PORTER	6/6-6/9/24	06/06/2024	24000400	C0709	REIMBURSEMENTS PRIMA CONF 6/6-6/9	846.55
TOTAL: HUMAN RESOURCES									846.55

INVOICES BY DEPARTMENT

07/11/2024 to 07/11/2024

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: \$188,098.55

Commissioner Steven A. Davis

Commissioner Jeffrey M. Fix

Commissioner David L. Levacy

Date



Resolution No. 2024-07.09.nn

A Resolution Authorizing the 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.