

**Regular Meeting #30 - 2025**  
**Fairfield County Commissioners' Office**  
**July 29, 2025**

**Review Meeting**

The Commissioners met at 9:00 a.m. in the Commissioners' Hearing Room, 210 E. Main St., Lancaster OH. Commissioner Fix called the meeting to order, and the following Commissioners were present: Jeff Fix, Steve Davis and David Levacy. County employees present: County Administrator, Aundrea Cordle; Deputy County Administrator, Jeff Porter; Clerk to the Board of Commissioners, Rochelle Menningen; Communications & Information Coordinator, Bennett Niceswanger; Budget Director, Bart Hampson; Treasurer, Jim Bahnsen; Engineer, Jeremiah Upp; Auditor, Dr. Carri Brown; Assistant Prosecuting Attorney, Amy Brown-Thompson; Utilities Director, Tony Vogel; Economic Development Specialist, Vince Carpico; EMA & Facilities Director, Jon Kochis; IT Director, Dan Neeley; JFS Director, Corey Clark; Budget Officer, Staci Knisley; FCFC Manager, Tiffany Wilson; Planner, Josh Hillberry; Urban Technician, Chad Lucht; Deputy JFS Director, Heather O'Keefe; Transit Director, Aaron Kennedy; DD Superintendent, Dr. David Uhl; Deputy EMA Director, Garrett Blevins; Sheriff, Alex Lape; Chief Deputy, Scott Ervin; Deputy, Kevin Romine; and MORPC Intern, Ryan Erikson. Also in attendance: Ray Stemen, Chris Snider, Jerry Starner, Beth Cottrell, Sherry Pymer, Barb Martin, Frank Martin, Jim Cottrell, Betty Bennett, and George Bennett.

Virtual Attendees: Lori Hawk, Lisa, Lori Lovas, Andy Robberts, Joshua Horacek, Jessica Murphy, Shelby Hunt, Nikki Drake, Ashley Arter, Greg Forquer, Tony Vogel, Lynette Barnhart, Shannon, Deborah, Stacy Hicks, Joe Ebel, Jared Collins, Jason Grubb, Tony Howard, Justin Messinger, Anthony Iachini, Lisa McKenzie, Brian Wolfe, Steven Darnell, and Scott Barr.

**Welcome**

Commissioner Fix opened the meeting by welcoming everyone in attendance and speaking about the area's recent flooding events. He thanked everyone who had assisted area residents and assisted in the evacuation of the Lancaster Festival. Commissioner Fix asked the EMA Director, the Engineer, and the Utilities Director to provide updates on the situation.

Mr. Kochis stated that EMA's mission starts with preserving life and safety and then seeks to find intermediate solutions for people who are displaced. He added that the landlords with property in the path of the flood water were taking care of their property and some residents are being relocated to hotels. EMA has notified the state that they will be sending damage assessments.

Commissioner Davis asked about residents that were relocated to the YMCA.

Mr. Kochis replied that people were temporarily placed at the YMCA, a Red Cross shelter site, and will be relocated to more permanent accommodations from there.

Engineer Upp spoke about road closures and culvert damage. He added that Greenfield Township and the western side of Pleasant Township were hit the hardest. Stringtown Road had three culverts that were severely damaged.

Commissioner Davis asked if culvert damage makes a road impassable.

Engineer Upp replied that there are three sections on Stringtown Road that are closed as well as Havensport Road.

Mr. Vogel stated that utility facilities were taxed and some subdivision residents in the northwest part of the county have sewer issues due to the amount of water their property received.



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Commissioner Davis spoke about other major exposures from the flooding. Some hospital services were devastated, and a large loss is anticipated. He also spoke with the Mayor of Lancaster about infrastructure damage.

Commissioner Fix asked the Engineer for some approximate timelines for repairs.

Engineer Upp stated he was dedicated to assisting the affected townships and added that he hoped to get repair materials in, and repairs done, in 2-3 weeks.

Ms. Brown-Thompson spoke about a resolution on the agenda to declare an emergency in certain townships and to expedite the process.

Commissioner Davis asked for clarification on the significance of the emergency declaration.

Ms. Brown-Thompson replied that the resolution does not include the names of the roads as the situation is still developing. When there is damage to public structures under a declared emergency, repairs can be made up to \$125,000.

Commissioner Fix asked if the township could request state funding under the emergency declaration.

Ms. Brown-Thompson replied that townships have limited power to declare an emergency.

Mr. Kochis stated that the emergency declaration is the first step in the process with the State.

Commissioner Davis asked if money was being spent on the repairs and where immediate funding could be provided.

Commissioner Davis stated his support for the emergency resolution on the agenda.

Engineer Upp stated that the township force account limit is around \$36,000.

Ms. Brown-Thompson stated that the resolution included language regarding reimbursements.

Engineer Upp stated that he anticipated the townships would pay for needed materials and the county would use the Engineer's staff for labor.

Commissioner Fix asked Mr. Kochis for an explanation of what would occur next.

Commissioner Davis asked about avenues of assistance for non-profit agencies.

Mr. Kochis stated life safety items would be completed and costs determined. Fairfield County 211 is assisting with coordination efforts. He added that there is public assistance that includes non-profits, and they are eligible for an uninsured loss program.

Commissioner Levacy asked if Mr. Kochis anticipated the Governor would declare a disaster.

Mr. Kochis replied that a declaration is not made until the damage is assessed and added that there should be enough information in two to three days. He added that EMA would also try to help coordinate some of the uninsured losses.

Mr. Davis expressed his appreciation for the EMA's Deputy Director, Garrett Blevins.



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Mr. Kochis added that the staff had been working since Friday morning.

Commissioner Davis stated that the most important thing to note is that no lives were lost due to the storms and flooding.

Commissioner Fix asked if there was damage at the Board of Developmental Disabilities.

Dr. Uhl replied that some of our memorial benches floated away but damage was minimal.

Commissioner Fix spoke about the Lancaster Festival events and the decision to cancel the Saturday concerts.

Mr. Kochis stated that the video shown during the meeting was filmed by a drone.

Commissioner Fix stated that the video indicated why the festival board made their decision to cancel events at the Ohio University of Lancaster site and added that other festival events were continuing. He added that the festival would continue for generations.

Mr. Kochis explained that there were two separate storm impacts. Saturday, the Lancaster Festival was evacuated, and 4-5 inches of rain fell in 90 minutes. Most of the water was in the Fetter's Run area. FIDO, a dog shelter and training business, was greatly affected. Dog Warden Leighann Adams and her team assisted with the displaced dogs at the Fairfield County Dog Shelter.

Commissioner Fix asked about whether there were any impacts to the Hunter's Run watershed.

Mr. Kochis stated that the outcome for Hunter's Run would have been different if much of the rain had fallen further south. Hunter's Run is doing what it was designed to do and slows down the progression of water. Overall, the watershed received five inches of rain in a few hours.

Commissioner Davis requested the flood event be reviewed to plan for possible future events.

Commissioner Levacy said 6.4 inches of rain fell in 75 minutes in the Buckeye Lake region a couple of weeks earlier.

Mr. Kochis added that there have been three rain events and that quick actions have kept everyone safe. He emphasized that no one should drive on flooded roads.

Ms. Cordle added that Transit also assisted in evacuating people from the festival concert. Mr. Kochis spoke about the huge difference made by the Transit fleet and staff.

Mr. Blevins spoke about the evacuation of another 25 individuals from their homes.

Mr. Kochis spoke about resources from multiple volunteer groups.

Commissioner Davis spoke about the speed of the water and the amount of people gathered. He added that OU-Lancaster graciously opened their doors when the storm hit.

Commissioner Fix stated that many people assisted and should be thanked. He was extremely appreciative of EMA and the plan they were able to execute. He thanked all the first responders, the hospital, Transit, and everyone who stepped up.



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Commissioner Davis stated that first responders carried people and dogs through water.

Commissioner Levacy spoke about a situation with rushing water in 1978 and added that when water is moving, it is imperative that you stay out of its way.

Engineer Upp stated that the power of water is incredible. The culvert that washed out on Havensport Road had huge pieces of sandstone which the water moved 100 yards.

Commissioner Fix stated that he is very thankful that there was no loss of life.

**Budget Update**

Commissioner Fix asked Mr. Hampson if the budget update could be postponed.

Mr. Hampson replied that he would be happy to provide the update at a later date.

**Public Comments**

Ray Stemen of Lancaster spoke about the actions of Bremen residents in the 1960's which prevented flooding in their area and offered a prayer for those impacted by substantial rainfall.

Beth Cottrell of Amanda Township thanked the Commissioners for opposing the Carnation solar project, adding that their opposition helped lead to the OPSB staff report recommending the project not be approved.

Sherry Pymer stated that the lack of opposition to the Eastern Cottontail solar project has kept the project from being rejected. She urged the Commissioners to submit a letter of opposition.

**Executive Session**

On the motion of Steve Davis and the second of David Levacy, at 9:58 a.m. the Board of Commissioners voted to move to an Executive Session to discuss personnel matters. Commissioner Davis asked that the following people be in attendance: the Commissioners, the Administrator and Deputy Administrator, the Clerk to the Board of Commissioners and the Deputy Clerk, a representative from the Prosecutor's Office, and representatives from the Sheriff's Office.

Roll call vote of the motion resulted as follows:

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

On the motion of Steve Davis and the second of David Levacy, the Board of Commissioners voted to leave executive session at 10:20 a.m.

Roll call vote of the motion resulted as follows:

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

Commissioner Fix stated the Board of Commissioners were back in Review/Regular session at 10:23 a.m.

**Legal Update**

None.



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**County Administration Update**

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

**Week in Review**

*CCAOSC and Palmer Energy 2026 Estimated Electric Costs for Fairfield County*

Palmer Energy has provided a report on Fairfield County's estimated electric costs for 2026. We are under contract with Dynergy, an electric supplier, through May of 2026. The report estimates that the 2026 cost for the county's 48 electric accounts will be over \$1.3M. We are continuing to watch and evaluate the rising costs of electricity and solutions for the county.

*FY26-FY27 Indigent Defense Budget*

The State Public Defender's Office sent a memo regarding Ohio's FY26-FY27 indigent defense budget -- including updates to the FY26 reimbursement rate, county indigent defense budgets, removal of the limit on appointed counsel hourly rates for reimbursement, a performance audit of Ohio's indigent defense services, and a new model of indigent defense delivery in Ohio. This biennium represents the highest level of funding for indigent defense in Ohio's history. The memo is available in the review packet.

**Highlights of Resolutions**

*Administrative Approvals*

The review packet contains a list of administrative approvals.

*Resolution Review*

There are 24 resolutions on the agenda for the Regular voting meeting.

Resolutions of note:

- The first resolution on the agenda is to amend the time and location for the August 5th and August 12th meetings. Due to a scheduling conflict, the August 5th meeting, which was originally scheduled as an evening meeting, will be at 9:00 a.m. in the Commissioners' Hearing Room. The August 12th meeting will now be in the evening at 7:00 p.m. at the Rushcreek Township Fire Department in Bremen. A special thank you to the Rushcreek Township Trustees and Fire Department for so graciously accommodating us with this change.
- There are two resolutions regarding opioid settlement agreements. The first resolution is to approve signing the agreement related to the Purdue Pharma/Sackler settlement, and the second is for the approval to sign the settlement agreements with eight other pharmaceutical companies.



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- Economic and Workforce Development has a resolution to authorize a training grant to Foam Holdings, Inc. This grant is for a maximum of \$20,000 a year for three years, and an additional \$20,000 for a fourth year if the hiring requirements are met that have been agreed upon.
- There is a resolution to approve the Ohio Means Jobs Center contract between Pickaway County JFS and the Board of Commissioners, who are the administrative and fiscal agent for the Area 20/21 Workforce Development Board.
- The Engineer's Office has a resolution to approve a construction and road use agreement with Metro Development III, LLC for the construction of an east bound turn lane and the widening of the road on North Columbus Street at the Fairfield Park Apartments.
- The Engineer's Office also has two resolutions to approve the contract with Oglesby Construction, Inc., for the 2025 pavement markings project and the Notice to Commence for that project.
- Juvenile Court has a resolution for the approval of an MOU between Juvenile Court and the Fairfield County Educational Service Center. This agreement is a collaboration for implementing early intervention programming and to assist in lowering community truancy. Under this MOU, Juvenile Court provides a full-time case worker utilizing subsidy funds from the Ohio Department of Youth Services.
- Regional Planning has a resolution to approve the final plat for phase 1-A of the Sycamore Grove subdivision in Violet Township.
- And MCU has a resolution for a memo receipt to reimburse the General Fund for rental costs.

**Budget Review**

Budget Director, Bart Hampson, had nothing to report.

**Calendar Review/Invitations Received**

*Informational Items*

- Juvenile Court, Wheel of Fortune, July 31, 2025, 12:15 p.m., 625 Garfield Ave., Lancaster
- Fairhope Hospice & Palliative Care, Virginia L Pickering Ice Cream Social, August 4, 2025, 11:00 a.m.-1:00 p.m., The Pickering House, 282 Sells Rd., Lancaster
- United Way of Fairfield County 2025 Community Care Day, September 4, 2025, 7:45 a.m.-3:30 p.m., Crossroads Event Center, 2095 W. Fair Ave., Lancaster



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**Correspondence**

- The Senior Hub/Meals on Wheels' Director Anna Tobin, July 17, 2025, Letter of Gratitude for Recommendation to the Regional Council of Governments for the Central Ohio Area Agency on Aging
- CCAOSC and Palmer Energy Company, 2026 Estimated Electric Budget
- Office of the Ohio Public Defender, Memorandum, July 17, 2025, Re: Indigent Defense Reimbursement – FY26-FY27 Budget
- Correspondence Regarding Large Scale Solar Facilities
- Correspondence Regarding the Sexennial Property Tax Update

**Updates from Elected Officials and Department Heads**

Treasurer Bahnsen was hopeful that concert attendees would not request a refund of their ticket prices, and would consider donating their ticket cost, so that the Lancaster Festival could recover.

Auditor Brown stated that the deadline to report damage to property would be in September. Her office plans to do social media campaigns so that residents can better understand the process.

**Old Business**

Commissioner Davis met with Budget Director Hampson earlier in the morning regarding the budget commission process and was confident in the three-year projections.

**New Business**

None

**Regular (Voting) Meeting**

The Commissioners continued to their voting portion of the meeting with the following Commissioners present: Jeff Fix, Steve Davis and David Levacy. County employees present: County Administrator, Aundrea Cordle; Deputy County Administrator, Jeff Porter; Clerk to the Board of Commissioners, Rochelle Menningen; Communications & Information Coordinator, Bennett Niceswanger; Budget Director, Bart Hampson; Treasurer, Jim Bahnsen; Engineer, Jeremiah Upp; Auditor, Dr. Carri Brown; Assistant Prosecuting Attorney, Amy Brown-Thompson; Utilities Director, Tony Vogel; Economic Development Specialist, Vince Carpico; EMA & Facilities Director, Jon Kochis; IT Director, Dan Neeley; JFS Director, Corey Clark; Budget Officer, Staci Knisley; FCFC Manager, Tiffany Wilson; Planner, Josh Hillberry; Urban Technician, Chad Lucht; Deputy JFS Director, Heather O'Keefe; Transit Director, Aaron Kennedy; DD Superintendent, Dr. David Uhl; Deputy EMA Director, Garrett Blevins; Sheriff, Alex Lape; Chief Deputy, Scott Ervin; Deputy, Kevin Romine; and MORPC Intern, Ryan Erikson. Also in attendance: Ray Stemen, Chris Snider, Jerry Starner, Beth Cottrell, Sherry Pymer, Barb Martin, Frank Martin, Jim Cottrell, Betty Bennett, and George Bennett.

Virtual Attendees: Lori Hawk, Lisa, Lori Lovas, Andy Robberts, Joshua Horacek, Jessica Murphy, Shelby Hunt, Nikki Drake, Ashley Arter, Greg Forquer, Tony Vogel, Lynette Barnhart, Shannon, Deborah, Stacy Hicks, Joe Ebel, Jared Collins, Jason Grubb, Tony Howard, Justin Messinger, Anthony Iachini, Lisa McKenzie, Brian Wolfe, Steven Darnell, and Scott Barr.



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**Announcements**

Clerk Menningen stated that the resolution for Board of Commissioner meeting dates had been updated and the resolution currently before the Board was correct. She also stated that the Engineers Office had added a resolution to declare an emergency in Pleasant and Greenfield Townships.

**Approval of Minutes for July 22, 2025**

On the motion of David Levacy and the second of Steve Davis, the Board of Commissioners voted to approve the Minutes for Tuesday, July 22, 2025, meeting.

Roll call vote of the motion resulted as follows:

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

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

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

- |              |  |
|--------------|--|
| 2025-07.29.a | A Resolution Amending Resolutions 2024-12.03.a, 2025-04.22.a, and 2025-06.24.a, Establishing the Fairfield County Board of Commissioners' 2025 Review Session and Regular Meeting Dates, and Special Meeting Dates                                 |
| 2025-07.29.b | A resolution to approve signing an agreement, release, and other approvals related to the Purdue Pharma/Sackler settlement as presented by legal counsel for national opioid litigation.   |
| 2025-07.29.c | A resolution to approve signing agreements, releases, and other approvals related to the Alvogen, Amneal, Apotex, Hikma, Idivior, Sun Pharmaceuticals, Zydus, and Sandoz settlements as presented by legal counsel for national opioid litigation. |

Commissioner Fix thanked his colleagues for their flexibility with schedules.

Roll call vote of the motion resulted as follows:

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

**Approval of a Resolution from the Fairfield County Board of Elections**

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

- |              |  |
|--------------|--|
| 2025-07.29.d | A Resolution to Appropriate from Unappropriated in a Major Expenditure object Category for Board of Elections; Fund # 2884 SOS 2025 Primary Election Funding |
|--------------|--|

Roll call vote of the motion resulted as follows:

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



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**Approval of Resolutions from the Fairfield County Court of Common Pleas**

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

- |              |   |
|--------------|---|
| 2025-07.29.e | A resolution to appropriate from unappropriated into a major expense category for fund #2852 –Targeting Community Alternatives to Prison Grant to establish a budget for 2025 – Fairfield County Common Pleas |
| 2025-07.29.f | A resolution to appropriate from unappropriated into a major expense category for fund #2689 –Adult Corrections to establish a budget for 2025 – Fairfield County Common Pleas                                |

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

**Approval of Resolutions from Fairfield County Economic & Workforce Development**

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

- |              |   |
|--------------|---|
| 2025-07.29.g | A Resolution Authorizing the Approval of an Advance from the General Fund to 7831, WIOA 20/21   |
| 2025-07.29.h | A resolution to authorize an agreement with Foam Holdings Inc. for Workforce Training Grant funds   |
| 2025-07.29.i | A resolution to authorize the approval of the OMJ Center contract between Pickaway County Job and Family Services and the Fairfield County Board of County Commissioners. |

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

**Approval of Resolutions from the Fairfield County Engineer**

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

- |              |  |
|--------------|--|
| 2025-07.29.j | A resolution to appropriate from unappropriated in a major expenditure object category County Engineer 2024-Motor Vehicle for contractual services   |
| 2025-07.29.k | A resolution to appropriate from unappropriated in a major expenditure object category County Engineer 2024-Motor Vehicle for contractual services   |
| 2025-07.29.l | A resolution to request for appropriations for additional unanticipated receipts of memo receipts and memo expenses for fund 2050 for annual inspections, repairs, and maintenance in various subdivisions as of 07/23/2025. |



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- 2025-07.29.m      A resolution to appropriate from unappropriated in a major expenditure object category County Engineer 2024-Motor Vehicle for materials & supplies
- 2025-07.29.n      A resolution to approve a Construction and Road Usage Agreement with Metro Development III LLC.
- 2025-07.29.o      A Resolution to Approve the Contract with Oglesby Construction, Inc. for the 2025 Pavement Markings Project.
- 2025-07.29.p      A Resolution to Approve the Notice to Commence for the 2025 Pavement Markings Project.

Roll call vote of the motion resulted as follows:

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

**Approval of a Resolution from Fairfield County Job & Family Services**

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

- 2025-07.29.q      A resolution to approve a memo exp./ memo receipt for the costs of Birth Certificates paid to Fairfield County Health Departments as a memo expenditure for fund# 2072 Public Children's Services

Roll call vote of the motion resulted as follows:

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

**Approval of a Resolution from the Fairfield County Juvenile & Probate Court**

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

- 2025-07.29.r      A Resolution to Approve a Memorandum of Understanding (MOU) by and between Fairfield County Juvenile Court and Fairfield County Educational Service Center

Roll call vote of the motion resulted as follows:

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

**Approval of a Resolution from the Fairfield County Regional Planning Commission**

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

- 2025-07.29.s      A resolution to approve the Sycamore Grove, Phase 1-A, Final Plat

Roll call vote of the motion resulted as follows:

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



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**Approval of Resolutions from the South Central Major Crimes Unit**

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

- |              |  |
|--------------|--|
| 2025-07.29.t | A resolution authorizing an account to account transfer for MCU Fund 7829 (Sub fund 8362) Justice Assistance Grant 24  |
| 2025-07.29.u | A resolution to request for appropriations for receipts for MCU ARPA (7892)  |
| 2025-07.29.v | A resolution to approve a reimbursement for share of costs for Rent paid to Fairfield County Commissioners as a memo expenditure for fund #7864/8371 Major Crimes Unit |

Roll call vote of the motion resulted as follows:

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

**Approval of the Payment of Bills**

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

- |              |  |
|--------------|--|
| 2025-07.29.w | A resolution authorizing the approval of payment of invoices for departments that need the Board of Commissioners' approval. |
|--------------|--|

Roll call vote of the motion resulted as follows:

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

**Approval of a Resolution from the Fairfield County Engineer**

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

- |              |   |
|--------------|---|
| 2025-07.29.x | A resolution to declare a continuing real and present emergency in Greenfield Township and Pleasant Township under Ohio Revised Code 307.86(A)(2) |
|--------------|---|

Commissioner Fix requested that Clerk Menningen forward the approved resolution to the fiscal officers from Greenfield and Pleasant Townships.

Roll call vote of the motion resulted as follows:

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

**Adjournment**

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

Roll call vote of the motion resulted as follows:

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



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July 29, 2025**

The next Regular Meeting is scheduled for 9:00 a.m. on Tuesday, August 5, 2025,  
Commissioners' Hearing Room, 210 E. Main St., Lancaster, OH.

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Motion by: David Levacy

Seconded by: Steve Davis

that the July 29, 2025, minutes were approved by the following vote:

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

NAYS: None

\*Approved on August 5, 2025

  
Jeff Fix  
Commissioner

  
Steve Davis  
Commissioner

  
David Levacy  
Commissioner

  
Rochelle Menningen, Clerk





# REVIEW AGENDA

## BOARD OF COMMISSIONERS

**Commissioners:**

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

**County Administrator**

Aundrea N. Cordle

**Deputy County Administrator**

Jeffrey D. Porter

**Clerk**

Rochelle Menningen

**Tuesday, July 29, 2025**

**9:00 a.m.**

**1. Review**

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

**2. Welcome****3. Budget Update**

Budget Director, Bart Hampson

**4. Public Comments**

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

**5. Legal Update****6. County Administration Update**

- a. Week in Review
- b. Highlights of Resolutions
- c. Budget Review
- d. Calendar Review/ Invitations Received
  - i. Juvenile Court, Wheel of Fortune, July 31, 2025, 12:15 p.m., 625 Garfield Ave., Lancaster
  - ii. Fairhope Hospice & Palliative Care, Virginia L Pickering Ice Cream Social, August 4, 2025, 11:00 a.m.-1:00 p.m., The Pickering House, 282 Sells Rd., Lancaster
  - iii. United Way of Fairfield County 2025 Community Care Day, September 4, 2025, 7:45 a.m.-3:30 p.m., Crossroads Event Center, 2095 W. Fair Ave., Lancaster
- e. Correspondence
  - i. The Senior Hub/Meals on Wheels' Director Anna Tobin, July 17, 2025, Letter of Gratitude for Recommendation to the Regional Council of Governments for the Central Ohio Area Agency on Aging
  - ii. CCAOSC and Palmer Energy Company, 2026 Estimated Electric Budget
  - iii. Office of the Ohio Public Defender, Memorandum, July 17, 2025, Re: Indigent Defense Reimbursement – FY26-FY27 Budget

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# REVIEW AGENDA

## BOARD OF COMMISSIONERS

**Commissioners:**

Steven A. Davis

Jeffrey M. Fix

David L. Levacy

- iv. Correspondence Regarding Large Scale Solar Facilities
- v. Correspondence Regarding the Sexennial Property Tax Update

**County Administrator**

Aundrea N. Cordle

**Deputy County Administrator**

Jeffrey D. Porter

**7. Updates from Elected Officials and Department Heads**

**8. Old Business**

**Clerk**

Rochelle Menningen

**9. New Business**

**10. Regular (Voting) Meeting**

**11. Executive Session to Discuss Personnel Matters, 10:00 a.m.**

**12. Adjourn**

**13. Land Bank, 10:30 a.m.**

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**Quarters Total 2021, Total 2022, Total 2023, Total 2024, Quarter 1, 2, 3, 2025 – American Rescue Plan Fiscal Recovery Funds, as of 7.24.2025.**

From the \$30,606,902.00 received as the first and second tranche of fiscal recovery funds. \$30,606,902.00 has been appropriated, \$29,513,028.90 expended, \$964,156.87 encumbered or obligated.

<b>Project/Category</b>		<b>As of 7/24/25 Appropriations</b>	<b>As of 7/24/25 Expenditure</b>	<b>As of 7/24/25 Obligation</b>
<b>Public Health</b>				
R15a	Public Health, PPE	199.90	199.90	0.00
R16a	Public Health, Medical Expenses	206,838.33	206,838.33	0.00
R16b	Public Health, COVID Medial Costs County Benefits Program	399,949.66	399,949.66	0.00
R17a	Public Health, Vaccination Clinic and Related Expenses	66,362.57	66,362.57	0.00
R17b	Public Health, Capital Investments and Public Facilities of the County	3,426,059.58	3,424,899.58	1,160.00
R17c	Public Health, Capital Investment for Air Quality Improvements	56,674.00	56,674.00	0.00
R17d	Public Health, Capital Investment for Health Equipment, Mobile Morgue	49,498.87	49,498.87	0.00
R17e	Public Health, Capital Investment for Sheriff Cruiser to Respond to Increased Violence	54,250.98	54,250.98	0.00
R18a	Professional Communications on Behalf of the Board of Health	34,577.94	34,577.94	0.00
R18b	Public Health, Creation of a Community Health Assessment (CHA)	48,943.10	48,943.10	0.00
R19a	Public Safety Payroll Support	1,545,884.42	1,545,884.42	0.00
R19b	Public Health Payroll Support	185,406.39	185,406.39	0.00
R19c	Other Public Sector Payroll Support	275,236.47	275,236.47	0.00
R110a	Mental and Behavioral Health	0.00	0.00	0.00
<b>Subtotal Public Health</b>		<b>6,349,882.21</b>	<b>6,348,722.21</b>	<b>1,160.00</b>
<b>Negative Economic Impacts</b>				
R210a	Emergency Assistance for Non-Profit Organizations, a Subgrant to the City of Lancaster	0.00	0.00	0.00
R210b	Emergency Assistance for Non-Profits, Subgrant The Lighthouse	120,000.00	120,000.00	0.00
R210c	Salvation Army	500,000.00	500,000.00	0.00
R210d	Habitat for Humanity	610,000.00	610,000.00	0.00



**Quarters Total 2021, Total 2022, Total 2023, Total 2024, Quarter 1, 2, 3, 2025 – American Rescue Plan Fiscal Recovery Funds, as of 7.24.2025.**

From the \$30,606,902.00 received as the first and second tranche of fiscal recovery funds. \$30,606,902.00 has been appropriated, \$29,513,028.90 expended, \$964,156.87 encumbered or obligated.

<b>Project/Category</b>		<b>As of 7/24/25 Appropriations</b>	<b>As of 7/24/25 Expenditure</b>	<b>As of 7/24/25 Obligation</b>
R210e	ADAMH/LSS Housing Projects	3,000,000.00	2,382,823.08	617,176.92
R210f	Harcum House	100,000.00	100,000.00	0.00
R210g	Fairhope Hospice	100,000.00	100,000.00	0.00
R210h	Housing Project	700,000.00	700,000.00	0.00
R210i	Lancaster Festival	100,000.00	100,000.00	0.00
R211a	Subgrant for Tourism, Support for the Fairfield County Fair	499,996.00	499,996.00	0.00
R211b	Aid to Tourism, Travel, Hospitality	18,278.01	18,278.01	0.00
R29a	Emergency Assistance Business Planning	146,829.87	146,829.87	0.00
R213a	Support for Agriculture and the Growing Community	35,000.00	35,000.00	0.00
R213b	Technical Assistance for Townships & Others	399,354.84	399,354.84	0.00
R213c	Contracts for Services to Support Residents Suffering Effects of the Pandemic	96,700.00	96,700.00	0.00
<b>Subtotal Negative Economic Impacts</b>		6,426,158.72	5,808,981.80	617,176.92
R310a	Housing Support, Affordable Housing Strategic Plan	39,554.00	39,554.00	0.00
<b>Subtotal Services Disproportionately Impacted Communities</b>		39,554.00	39,554.00	0.00
<b>Premium Pay</b>				
R41a	Premium Pay, Premium Pay for Emergency Management Agency Workers	27,907.72	27,907.72	0.00
<b>Subtotal Premium Pay</b>		27,907.72	27,907.72	0.00



**Quarters Total 2021, Total 2022, Total 2023, Total 2024, Quarter 1, 2, 3, 2025 – American Rescue Plan Fiscal Recovery Funds, as of 7.24.2025.**

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Project/Category		As of 7/24/25 Appropriations	As of 7/24/25 Expenditure	As of 7/24/25 Obligation
<b>Infrastructure</b>				
R52a	Clean Water: Centralized Collection and Conveyance, Airport	550,210.54	550,210.54	0.00
R52b	Clean Water: Centralized Collection and Conveyance, Walnut Creek Sewer District	750,000.00	750,000.00	0.00
R52c	Clean Water: Centralized Collection and Conveyance, Regional Lift Station	2,761,835.85	2,610,401.78	151,434.07
R56a	Clean Water, Stormwater	539,895.00	539,895.00	0.00
R511a	Drinking Water: Transmission/Distribution, Grant Hampton	800,318.61	800,318.61	0.00
R511b	Drinking Water: Transmission/Distribution, Airport	100,805.00	100,805.00	0.00
R511c	Drinking Water: Transmission/Distribution, Greenfield	221,535.69	221,535.69	0.00
R511d	Drinking Water: Transmission/Distribution, Baltimore	613,000.00	613,000.00	0.00
R511e	Drinking Water: Transmission/Distribution, Pleasantville	834,000.00	780,162.36	53,837.64
R516a	Broadband, "Last Mile" Projects	0.00	0.00	0.00
<b>Subtotal Infrastructure</b>		7,171,600.69	6,966,328.98	205,271.71
<b>Revenue Loss</b>				
R61a	SaaS and Technological Equipment	369,959.32	369,959.32	0.00
R61b	Recorder Document Scanning	337,984.72	337,984.72	0.00
R61c	Clerk of Courts Case Management	375,000.00	375,000.00	0.00
R61d	MARCS Tower Project	566,210.00	566,210.00	0.00



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**\$30,606,902.00 has been appropriated, \$29,513,028.90 expended, \$964,156.87 encumbered or obligated.**

Project/Category		As of 7/24/25 Appropriations	As of 7/24/25 Expenditure	As of 7/24/25 Obligation
R61e	Dispatch Consoles	543,820.85	543,820.85	0.00
R61f	Fairfield Center Purchase	2,708,752.85	2,708,752.85	0.00
R61g	Fairfield Center Renovation	3,344,528.02	3,225,277.92	119,250.10
R61h	Community School Attendance Program	501,137.00	501,137.00	0.00
R61i	Workforce Center Expansion	0.00	0.00	0.00
R61j	Smart Growth	197,657.97	197,657.97	0.00
R61k	United Way and Dolly Parton's Imagination Library	25,000.00	25,000.00	0.00
R61l	Auditor Historical Records Scanning	0.00	0.00	0.00
R61m	Engineer's Radios	80,000.00	80,000.00	0.00
R61n	Auditor Printers	4,357.66	4,357.66	0.00
R61o	Auditor Copiers	11,983.30	11,983.30	0.00
R61p	Bremen ADA Ramps	26,954.00	26,954.00	0.00
R61q	Transportation School Education Vehicles	38,357.90	38,357.90	0.00
R61r	Safety and Security	454,622.00	454,656.40	5.60
R61s	MAPSYS Custom Taxing Authority Management Application	52,433.00	48,000.00	4,433.00
R61t	County Radios	61,537.50	60,735.41	802.09
R61u	Transportation	243,000.00	243,000.00	0.00
R61v	Transportation Rebranding	20,057.45	4,000.00	16,057.45
R517a	Beavers Field Utilities	36,606.46	36,606.46	0.00
<b>Revenue Loss</b>		10,000,000.00	9,859,451.76	140,548.24



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<b>Project/Category</b>		<b>As of 7/24/25 Appropriations</b>	<b>As of 7/24/25 Expenditure</b>	<b>As of 7/24/25 Obligation</b>
<b>Administration</b>				
R71a	Administrative Expenses	591,798.66	462,082.43	0.00
<b>Subtotal Administration</b>		591,798.66	462,082.43	0.00
<b>Grand Total</b>		<b>\$30,606,902.00</b>	<b>\$29,513,028.90</b>	<b>\$964,156.87</b>



ADMINISTRATIVE AUTHORITY ITEMS  
FAIRFIELD COUNTY COMMISSIONERS' OFFICE  
JULY 21, 2025 TO July 27, 2025

Fairfield County Auditor- Finance

- AA.07.21-2025.b    An Administrative Approval to approve the DocLink Phase 2.2 development. [Auditor- Finance]

Fairfield County Commissioners

- AA.07.22-2025.a    An Administrative Approval for the payment(s) of the United Health Care (UHC) invoice for the Fairfield County Self-Funded Health Benefits Program – Fairfield County Board of Commissioners [Commissioners]
- AA.07.23-2025.a    An Administrative Approval for the payment of invoices for departments that need Board of Commissioners' approval and have bills presented that are not more than \$77,250 per invoice.    [Commissioners]

Fairfield County Emergency Management Agency

- AA.07.21-2025.a    An Administrative Approval for a Marketing Agreement with Nauman Outdoor and Emergency Management Agency [EMA]



**From:** [Andrea Flowers](#)  
**To:** [Fix, Jeffrey Michael](#); [Davis, Steven A](#); [Contact Web](#); [Cordle, Aundrea N](#)  
**Cc:** [Phillip Dysard](#); [Kirkland Mizerek](#)  
**Subject:** [E] CCAOSC Mid Year 2026 Est. Electric Budget - Fairfield County  
**Date:** Tuesday, July 22, 2025 4:21:18 PM  
**Attachments:** [Fairfield.pdf](#)

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

Good Afternoon;

Due to current energy market volatility and previous discussions the CCAOSC and Palmer Energy Company would like to provide a 2026 estimated electric budget for reference.

Attached, please find the following:

- 2026 Est. Electric Budget

Should you have any questions or concerns, feel free to contact your Palmer Energy Representative at any time.

Thank you,

Andrea Flowers  
Palmer Energy Company  
5577 Airport Highway  
Suite 101  
Toledo, Ohio 43615  
419-539-9180 Office  
419-539-9185 Fax

This e-mail and any files transmitted with it are the property of the Palmer Energy Company, are confidential, and are intended solely for the use of the individual or entity to whom this e-mail is addressed. If you are not one of the named recipient(s) or otherwise have reason to believe that you have received this message in error, please delete this message immediately from your computer and notify the sender immediately. Any other use, retention, dissemination, forwarding, printing, or copying of this e-mail is strictly prohibited. Addressees should scan this email and any attachments for viruses. No representation or warranty is made as to the absence of viruses in this e-mail or any attachments.





# CCAOSC Electric Facilities Program

## Fairfield County

### Electric Facilities Program Overview

Est. Annual Usage	9,035,000 kWh
Total Number of Active Accounts	48
Utility Area(s)	AEP Ohio

### Current Electric Generation Supply Contract Summary

Electricity Supplier	Dynegy
Electric Generation Contract Price	\$0.05608/kWh + capacity costs
Current Contract End Date (Bill Month)	May 2026

### CCAOSC Electric Supply Purchasing Group Contract Summary

June 2026 – May 2027

#### Group 1 (Accounts Using < 700,000 kWh/year)

Electricity Supplier	Dynegy
Electric Generation Contract Price	\$0.08046/kWh (All-inclusive)
Est. Annual Usage	1,225,000 kWh (42 accounts)

#### Group 2 (Accounts Using ≥ 700,000 kWh to 4,000,000/year)

Electricity Supplier	CPV Retail
Electric Generation Contract Price	\$0.05767/kWh + capacity costs
Est. Annual Usage	7,810,000 kWh (6 accounts)

### Estimated 2026 Electricity Budget

January 2026 – December 2026

Est. Generation Costs (Incl. Capacity)	\$709,000
Est. Distribution Costs	\$621,000
Est. Total Electricity Costs	\$1,330,000 (\$0.147/kWh)

All estimates are based on active accounts and are formulated from current and historical data from RFPs, electric generation suppliers, and available utility data. Actual values will vary based on many factors, including weather, facility operations, energy management, efficiency efforts, account changes, etc.

Estimated generation costs are based on current contract rates, including capacity costs for all capacity pass-through agreements. Capacity costs are projected using known PLCs and capacity auction results as of July 17, 2025.

Estimated distribution costs are based on applicable utility tariff rates, by rate code, as of June 2025. Projections utilize historical or estimated demands, depending on the information available. Please note that actual costs will vary as utility tariff rates and riders are updated periodically and can vary substantially.

Updated budget projections can be provided upon request. All values are rounded as they are estimates.





# Office of the Ohio Public Defender

Elizabeth R. Miller, *State Public Defender*

## MEMORANDUM

**DATE:** July 17, 2025  
**TO:** County Commissioners, Public Defenders, Appointed Counsel, Judges, Auditors  
**FROM:** State Public Defender Elizabeth Miller  
**RE:** Indigent Defense Reimbursement – FY26-FY27 Budget

The Office of the Ohio Public Defender (OPD) is pleased to share that Governor DeWine and the Ohio General Assembly appropriated approximately \$399 million in the Biennial State Budget to reimburse counties for indigent defense costs for Fiscal Year 2026 and 2027 (FY26 and FY27). Governor DeWine and our General Assembly have continued to invest in indigent defense, passing significant and necessary funding increases that allow Ohio to meet its constitutional duties. This biennium represents the highest level of funding for indigent defense in Ohio's history. Below is a chart of the potential rates of reimbursement that may be provided with the funding appropriated in the budget bill (HB96). Additionally, we have provided an overview of several important changes that were included in HB96 concerning Ohio's indigent defense system.

### Reimbursement Rate

The exact rates of reimbursement through FY26 and FY27 will depend upon the total costs submitted by Ohio's 88 counties, each of which sets its own respective budget. The chart below gives information on the amount appropriated in HB96 and the reimbursement rates that can be supported depending upon county reimbursement submissions.

Reimbursement Budget	FY26 = \$197 mil	FY27 = \$202 mil
Submission/Rate Scenario	\$234 mil total = 84% (\$18.5 mil/mo.)	\$247 mil total = 82% (\$19.5 mil/mo.)
Submission/Rate Scenario	\$240 mil total = 82% (\$19 mil/mo.)	\$253 mil total = 80% (\$20 mil/mo.)
Submission/Rate Scenario	\$246 mil total = 80% (\$19.5 mil/mo.)	\$259 mil total = 78% (\$20.5 mil/mo.)

Note: Each of the above "total amount scenarios" include \$12mil in FY26 and \$12mil in FY27 for the cost of OPD providing indigent defense services in the 10 counties that elect to contract with OPD. Those costs are subject to the reimbursement rate, the same as all other county indigent defense services.

**Based on the amount appropriated and the spending levels from the past three fiscal years, the OPD is setting the initial reimbursement rate for FY26 at 82%.**



614.466.5394 | 800.686.1573  
TTY 800.750.0750



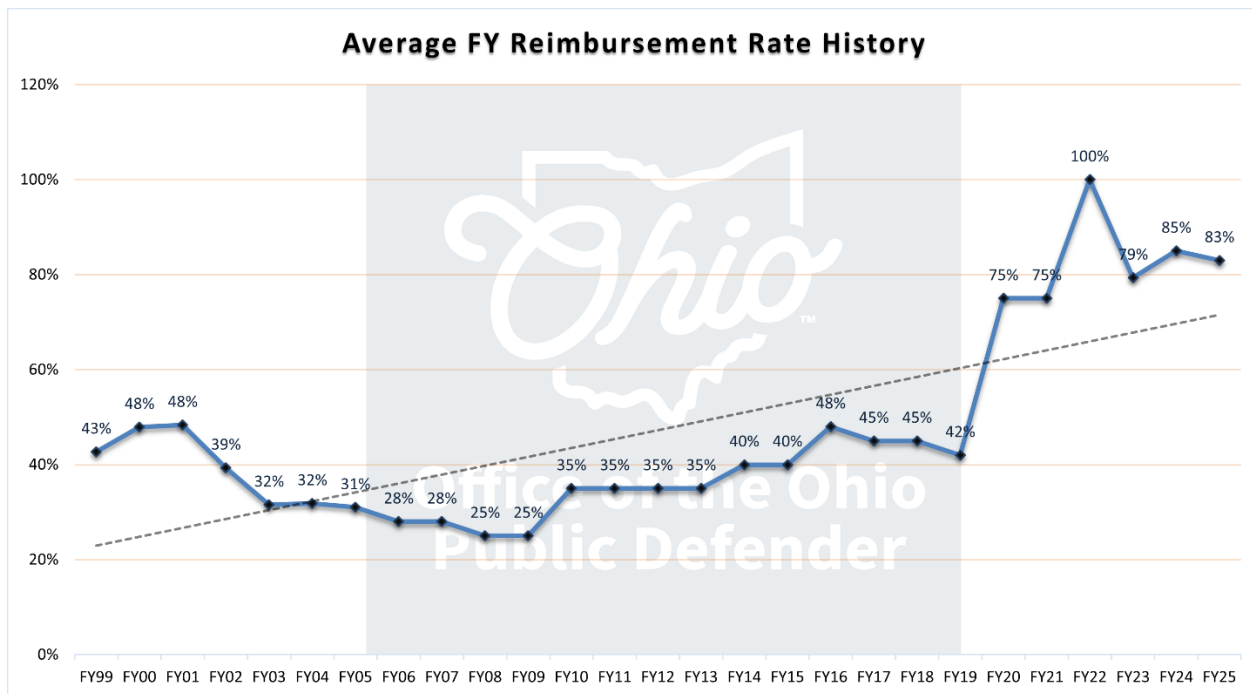
250 E. Broad Street, Suite 1400  
Columbus, OH 43215



OPD.Ohio.gov



The OPD will be closely monitoring submitted indigent defense costs and will provide periodic updates on whether the total costs allow the reimbursement rate to stay the same or if there is a need to adjust it. Should the FY26 reimbursement rate remain at 82% it would mark the fourth-highest rate in Ohio's history. For context, below is a chart that details the FY99-FY25 county reimbursement submissions. Of note, in FY20 the DeWine Administration and the General Assembly addressed the historical underfunding of indigent defense and provided more than 50% reimbursement to Ohio's counties for the first time in the state's history.



Unfortunately, the current structure of Ohio's indigent defense system does not provide the OPD with the ability to guarantee an exact reimbursement rate for a full fiscal year. The primary reason for this is Ohio has charged the respective 88 counties with making all spending decisions and paying for indigent defense costs up front and then submitting those costs to the state for reimbursement. County spending takes place first, and then once all the bills from all 88 counties are submitted to the OPD (approximately three months later), a comparison is made between the amount spent and the amount available to provide reimbursement – this alone determines the reimbursement rate.

### **County Indigent Defense Budgets**

To better inform county indigent defense funding and reimbursement rate projections, statutory language was included in HB96 requiring each county, through its county commission, to submit an indigent defense cost projection report to the Ohio Public Defender by July 31, 2026. The report shall contain data on the most current projected costs of the indigent defense services in the county for the next two upcoming state fiscal years at the time of submission. In the coming months the OPD will be working with stakeholders on how we can best support and facilitate the submission of the reports. The OPD will issue





further communication on the budget reports in January 2026, to allow sufficient time for counties to meet the statutory deadline.

### **Removal of Limit on Appointed Counsel Hourly Rates for Reimbursement**

Over the course of the last biennium, temporary law was instituted that prohibited the OPD from reimbursing counties that paid more than the \$75 state rate for appointed counsel in non-capital cases and \$140 in capital cases. While only seven counties pay more than \$75/hr, these caps on appointed counsel bills were negatively impacting our more rural counties who continue to struggle to find appointed counsel to provide indigent defense representation. HB96 removed the cap language so OPD will resume reimbursing counties for any hourly rate a county establishes in their respective county, even if the county's fee schedule exceeds \$75 per hour.

### **Performance Audit of Indigent Defense Services**

As part of the investment in Ohio's indigent defense system, HB96 included language requiring the Auditor of State to conduct a performance audit. The performance audit will review the challenges of the delivery of indigent defense services, including, but not limited to, the costs, accounting, and payment processes of the OPD and at least five counties that represent each of the various indigent defense delivery methods in the state. HB96 requires the audit to be completed, and a report submitted to the Ohio Legislature by January 1, 2027. The OPD looks forward to working with the Auditor of State and our indigent defense partners across Ohio on this system review, and the insights the report will bring.

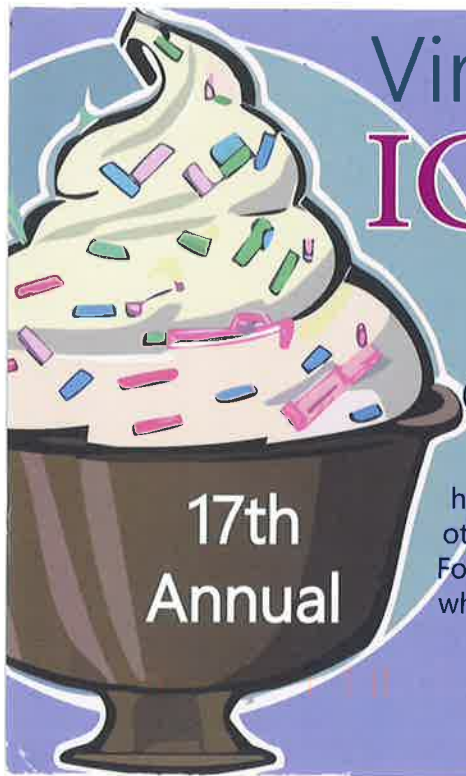
### **New Model of Indigent Defense Delivery**

The OPD is excited to share that HB96 included language to create a new indigent defense delivery model to deliver indigent defense services in Ohio. The Northwest Regional Hub (NWRH) is a regional model that will have a main office located in Allen County that serves as a hub for indigent defense services provided in Allen, Putnam, and Hardin counties. The model anticipates that appointed counsel will continue to provide representation in each of the courts in the three counties. During the pilot period, the project, which includes the cost of both the public defender office and assigned counsel, will be 100% state funded.

The OPD looks forward to working with all stakeholders over the next biennium. Should you have any questions or need immediate assistance, please contact the OPD's Policy & Outreach Division, via email at [outreach@opd.ohio.gov](mailto:outreach@opd.ohio.gov), or by calling 614.466.5394. Thank you.







# Virginia L. Pickering **ICE CREAM** **SOCIAL**

Monday, August 4<sup>th</sup>

11am to 1pm

@ The Pickering House

"Enjoy in love and good health...Live your life to benefit others first and yourself second. Follow the Golden Rule... Do that which is right and kind and just."



**FAIRHOPE**  
HOSPICE & PALLIATIVE CARE  
HOME OF THE PICKERING HOUSE

282 Sells Rd., Lancaster



*Presenting the 2025 United Way of Fairfield County Co-Chairs!*



**Don McDaniel**  
Mayor of Lancaster



**Steve Davis**  
Fairfield County  
Commissioner



September 4th, 2025  
7:45AM - 3:30PM



Crossroads Event Center  
2095 W Fair Avenue, Lancaster, OH 43130

Join us for a day of completing service projects in an effort to give back to the communities we live in! Volunteers are invited to join us at our annual Campaign Kickoff Breakfast before they head out to their designated project sites!



Use this QR code to sign  
up to volunteer!







July 17, 2025

Dear Commissioners,

I would like to extend my sincere gratitude for your support of older adults across our region and for recommending me to the Board of Directors of the newly established Regional Council of Governments for the Central Ohio Area Agency on Aging.

I am honored to accept this opportunity to serve on the Board, whose mission—to meet the evolving needs of older adults across the eight-county Central Ohio planning service area—closely aligns with the work we do at The Senior Hub—Meals on Wheels Fairfield County.

I am committed to representing the interests of Fairfield County's older adult population with dedication and integrity. Thank you once again for the confidence you have placed in me.

Warm regards,

A handwritten signature in black ink, reading "Anna Tobin".

Anna Tobin  
Executive Director  
The Senior Hub—Meals on Wheels Fairfield County



**From:** [Jo George](#)  
**To:** [Contact Web](#)  
**Subject:** [E] Deny the Eastern Cottontail Project  
**Date:** Monday, July 21, 2025 8:37:17 PM

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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,

We are asking all of you to deny the Eastern Cottontail Industrial Solar Project in Walnut township. We have proven beyond a reasonable doubt, this is not green energy due to its inefficiencies, expense and the amount of land that will be destroyed to produce substandard electrical output. It will put our environment in jeopardy through toxic run off, contaminated air through fires and heat dooms that form over large scale solar panels.

We are not against solar. We are against solar on prime farm land and in population dense areas such as the three school districts and multiple villages and towns within a 5 mile radius of the proposed Eastern Cottontail Project. We are asking you to support and protect your constituents from this atrocity.

Thank you,  
Clarence & Josephine Price  
155 Stemen Road NW  
Baltimore, Ohio 43105  
Sent from my iPhone



July 21 , 2025

I don't know where to turn. You are suppose to represent the people of this area, but no one seems to be representing me. Who made the decision to let solar panels be installed on prime farm land? I bought my land (just )30 years ago and have little by little made a nice piece of property which my wife and I have worked hard on to keep it looking good and we have really enjoyed living here. Now the neighboring farm land has signed up with the company that will surround my property on three sides with solar panels and I have no say in this. My property value will be reduced to nothing and I will be just stuck here, not being able to sell, and even if I could sell my property I couldn't afford to move. The interest rates are so much higher than when I bought and now the 30 years I have invested in my property is wasted. Why can't these panels be installed, for instance, on top of the many warehouses that have erupted in the last 2 years and have gobbled up so much land. Perhaps they could be installed in swamp land that can't be farmed.. People who are living in there areas don't want this but we have not a chance to prevent it from happening. Also, the property that I live on is at the intersection of two state highways, this will greatly change the beauty of rural Ohio, there has to be some recourse for people like us, who don't own the farm land but live where the farm land circles the property on three sides and will end up in the middle of the solar panel land. Think about if it were your house being surrounding by these solar panels, your house, where you have lived for years and have made a home for your family, your house, where the value of it will be dropped to nothing and all you see when you go outside are bright shining solar panels, and the neighboring land owners are happy, because the government paid them to use there farm land to install these panels. These land owners may think the money is good, but I think one day they will regret their decision and then they will be left with acres of panels that no one will pay them to get rid of.

Sincerely,



Jeffrey R Schweitzer  
4525 Baltimore Somerset Road  
Pleasantville. Ohio 43148



**From:** [jeff.williamsen.net](mailto:jeff.williamsen.net)  
**To:** [Cordle, Aundrea N](#); [Davis, Steven A](#); [Jeff Fix](#); [Levacy, David L](#); [Menningen, Rochelle M](#)  
**Subject:** [E] Career Center  
**Date:** Wednesday, July 23, 2025 7:29:11 AM

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**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.

Commissioners,

I wanted to take this opportunity to commend you and your staff for the support you have shown for the Eastland-Fairfield Career Center. The recent expansion is very timely and appropriate for our community.

I attended a technical school in Madison, Wisconsin after high school. I was hired by AT&T in Milwaukee and the rest is history. Yes, there are some career paths that require many years of higher education, but that is vastly outnumbered by those that do not.

Thanks again for your support.

**Jeff Williamsen**  
1201 Winding Oak Dr S.  
Baltimore, OH 43105-9007  
813-382-2625



July 23, 2025

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

RE: Case #24-0881-EL-BGN

Ohio Power Siting Board,

The Board of Trustees of Richland Township, Fairfield County, Ohio, have a strong interest in orderly economic development in the unincorporated areas surrounding our township. We also wish to balance economic development with the preservation of the rural character, prime farmland and the aesthetic beauty of Fairfield County's unincorporated areas.

On May 21, 2024, the Fairfield County Board of Commissioners passed a solar Exclusion Resolution (#2024-04.16.a), excluding the entire unincorporated area of the county from large-scale solar development.

We, the Board of Trustees of Richland Township, Fairfield County, Ohio, respectfully request the Ohio Power Siting Board honor the wishes of our township residents, our sister townships' residents, and the Fairfield County Board of Commissioners and deny the application for Case #24-0881-EL-BGN Carnation Solar Project!

Thank you for your consideration in this matter.

Respectfully,

Richland Township Board of Trustees,

Scott E Baker



Darrell B Myers



Ryan Young







**From:** Dave Manter

**Sent:** Monday, July 21, 2025 1:02 PM

**To:** [contact@fairfieldcountyohio.gov](mailto:contact@fairfieldcountyohio.gov)

**Subject:** Request for Equal Representation – Oppose Eastern Cottontail Project

Dear Commissioners,

I hope this letter finds you well. I haven't been able to attend recent meetings, and I'll admit public speaking is not my strength — but I care deeply about this issue and can't stay silent.

I want to acknowledge your vote to oppose the Carnation Solar project in Amanda Township. That decision gave many people a sense of relief and validation. But it also left many of us wondering why the same consideration hasn't been extended to the Eastern Cottontail project — a project that impacts our community just as significantly.

To be honest, it's been difficult to understand why one part of the county was protected while ours has been left vulnerable. That's incredibly disheartening for those of us who rely on your leadership and expect fair, county-wide representation.

The emotional stress this has caused me personally has been severe. The uncertainty, the feeling of being unheard, and the fear of watching our community change for the worse has taken a real toll — mentally and emotionally. I know I'm not alone in this.

We are not asking for anything unreasonable. We are asking for equal treatment — for our concerns to be heard, respected, and acted upon. A letter of opposition from you would show that all communities matter, not just the most vocal or politically convenient.

This isn't just about a solar project — this is about protecting our homes, our land, and our future. If this project moves forward, our property values will drop, and with them, our sense of stability and security. These are not abstract fears — they are deeply personal and immediate concerns that affect families, health, and the future of our township.



We are counting on you to do the right thing. Please reconsider your position and issue a formal letter opposing the Eastern Cottontail project.

We need your support — and we will remember where it was given and where it was withheld.

Sincerely,

David Manter

9468 Cattail RD NW

Walnut Township



3685 Christmas Rock Road  
Lancaster, OH 43130  
hollymiller3@yahoo.com  
740-243-7599

**July 21, 2025**

Mr. Jeff Fix  
Fairfield County Commissioners  
210 E Main Street  
Room 301  
Lancaster, OH 43130

Dear Mr. Fix,

I am writing to express my deep concerns regarding the property valuation practices of the Fairfield County Auditor's Office. I recently received a letter dated July 19, 2025, notifying me that the valuation of my property had been increased to \$590,320. This increase is both shocking and deeply frustrating, especially in light of my previous experience with the Auditor's Office regarding property valuations.

In June 2022, one year after purchasing our home, I received a similar letter informing me that my property value was increasing to \$482,860. I challenged that valuation by submitting a professional appraisal, and it was ultimately agreed that the value would be set at \$425,000. However, in 2024, without any notice or explanation, the valuation was increased again to \$470,610. I received no correspondence about this change—no justification, no data, and no opportunity to respond.

It is incredibly troubling that the Auditor's Office can make such significant changes to property valuations without notifying the homeowner or providing evidence or transparency about how these values are determined. How is it acceptable that, after I submitted a professional appraisal confirming the market value, the valuation was subsequently increased without any improvements made to the home and without any engagement from the Auditor's Office?

This process feels entirely arbitrary and deeply unfair. I am now being forced to spend another \$500 on a new appraisal just to defend my position again. This is an undue financial burden placed on homeowners, particularly those on fixed incomes. Many residents simply cannot afford to challenge these ever-increasing valuations year after year.

Property valuation should be a fair and transparent process. As it stands, it is becoming a system that pushes people out of their homes. If the Auditor's Office believes a property value should increase, the homeowner should be notified immediately, and a clear explanation of the valuation method and supporting data should be provided.



Homeowners should not bear the burden of proof while receiving no transparency in return. If the Auditor's office expects us to provide comps in a valuation, I expect the Auditor's office to provide comps to justify how they came to this valuation.

Since purchasing our home, the assessed value has risen dramatically—even though we have made no additional improvements since the original 2021 adjustment to \$425,000. A \$165,000 increase in just three years, without justification or explanation, is not only excessive—it is unreasonable. For your information, I have attached a copy of our property card where you can see the increases since we purchased the home in 2021.

I respectfully request that you, as Fairfield County Commissioners, review the practices of the Auditor's Office and take immediate steps to implement a more equitable and transparent process. Homeowners deserve fairness, accountability, and the ability to participate in a valuation process that directly affects their financial stability.

Thank you for your time and consideration.

Sincerely,



Holly J. Miller-Downour



Roger A. Downour



## Summary

**Parcel Number** 0180068400  
**Location Address** 3685 CHRISTMAS ROCK RD SW  
 LANCASTER OH 43130  
**Legal Description** R 19 T 14 S 23 SW  
 (Share Rock is the old, original 1/4 section)  
**Property Class** R - RESIDENTIAL  
**Land Use** (511) R - SINGLE FAMILY, O-9.999 AC  
**Neighborhood** 00062000  
**Legal Acres** 3.29  
**City** UNINCORPORATED  
**Township** HOCKING TOWNSHIP  
**School District** LANCASTER C.S.D.  
**Owner Occupancy Credit** YES  
**Homestead Reduction** NO

[View Map](#)

## Owner

**Owner**  
 DOWNOUR ROGER A  
 & MILLER DOWNOUR HOLLY J SURV  
 3685 CHRISTMAS ROCK RD SW  
 LANCASTER OH 43130  
**Tax Mailing Address**  
 DOWNOUR ROGER A  
 & MILLER DOWNOUR HOLLY J SURV  
 3685 CHRISTMAS ROCK RD SW  
 LANCASTER OH 43130

[Submit Mailing / Site Address Correction Request](#)

## Valuation

**Tax Year 2025 Tentative Valuation**

Tax Year	2025
Land Value	\$134,620.00
Building Value	\$455,700.00
<b>Total Value (Appraised 100%)</b>	<b>\$590,320.00</b>
Land Value	\$47,120.00
Building Value	\$159,500.00
<b>Total Value (Assessed 35%)</b>	<b>\$206,620.00</b>
Land CAUV Value	\$0.00
Taxable Value	\$206,620.00

## Valuation History

**Tax Year 2025 Tentative Valuation**

Tax Year	Appraised Land Value	Appraised Building Value	Appraised Total Value	Assessed Land Value	Assessed Building Value	Assessed Total Value	CAUV	Taxable Value
2025	\$134,620	\$455,700	\$590,320	\$47,120	\$159,500	\$206,620	\$0	\$206,620
2024	\$64,030	\$406,580	\$470,610	\$22,410	\$142,300	\$164,710	\$0	\$164,710
2023	\$64,030	\$360,970	\$425,000	\$22,410	\$126,340	\$148,750	\$0	\$148,750
2022	\$64,030	\$360,970	\$425,000	\$22,410	\$126,340	\$148,750	\$0	\$148,750
2021	\$46,880	\$265,210	\$312,090	\$16,410	\$92,820	\$109,230	\$0	\$109,230
2020	\$46,880	\$167,890	\$214,770	\$16,410	\$58,760	\$75,170	\$0	\$75,170
2019	\$46,880	\$167,890	\$214,770	\$16,410	\$58,760	\$75,170	\$0	\$75,170
2018	\$37,500	\$122,110	\$159,610	\$13,130	\$42,740	\$55,870	\$0	\$55,870
2017	\$37,500	\$122,110	\$159,610	\$13,130	\$42,740	\$55,870	\$0	\$55,870
2016	\$37,500	\$122,110	\$159,610	\$13,130	\$42,740	\$55,870	\$0	\$55,870
2015	\$37,500	\$117,010	\$154,510	\$13,130	\$40,950	\$54,080	\$0	\$54,080
2014	\$37,500	\$117,010	\$154,510	\$13,130	\$40,950	\$54,080	\$0	\$54,080
2013	\$37,500	\$117,010	\$154,510	\$13,130	\$40,950	\$54,080	\$0	\$54,080
2012	\$36,150	\$133,560	\$169,710	\$12,650	\$46,750	\$59,400	\$0	\$59,400

\* We purchased the home in May of 2021





ONE WAY  
←

NO PARKING  
HERE TO CORNER

DEAD  
END

THINK  
LINK

FAIRFIELD COUNTY TRANSIT



LINK

740-681-5086

THINK  
LINK



REGULAR AGENDA #30 - 2025  
FAIRFIELD COUNTY COMMISSIONERS' OFFICE  
JULY 29, 2025

AGENDA FOR TUESDAY, JULY 29, 2025

- 9:00 AM            Review
- Regular Meeting
- Pledge of Allegiance
- Announcements
- Approval of Minutes for July 22, 2025
- Commissioners
- 2025-07.29.a      A Resolution Amending Resolutions 2024-12.03.a, 2025-04.22.a, and 2025-06.24.a, Establishing the Fairfield County Board of Commissioners' 2025 Review Session and Regular Meeting Dates, and Special Meeting Dates [Commissioners]
- 2025-07.29.b      A resolution to approve signing an agreement, release, and other approvals related to the Purdue Pharma/Sackler settlement as presented by legal counsel for national opioid litigation. [Commissioners]
- 2025-07.29.c      A resolution to approve signing agreements, releases, and other approvals related to the Alvogen, Amneal, Apotex, Hikma, Idivior, Sun Pharmaceuticals, Zydus, and Sandoz settlements as presented by legal counsel for national opioid litigation. [Commissioners]
- Fairfield County Board of Elections
- 2025-07.29.d      A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Board of Elections; Fund # 2884 SOS 2025 Primary Election Funding [Board of Elections]
- Fairfield County Court of Common Pleas
- 2025-07.29.e      A resolution to appropriate from unappropriated into a major expense category for fund #2852 –Targeting Community Alternatives to Prison Grant to establish a budget for 2025 – Fairfield County Common Pleas [Common Pleas Court]
- 2025-07.29.f      A resolution to appropriate from unappropriated into a major expense category for fund #2689 –Adult Corrections to establish a budget for 2025 – Fairfield County Common Pleas [Common Pleas Court]
- Fairfield County Economic & Workforce Development
- 2025-07.29.g      A Resolution Authorizing the Approval of an Advance from the General Fund to 7831, WIOA 20/21 [Economic & Workforce Development]



2025-07.29.h	A resolution to authorize an agreement with Foam Holdings Inc. for Workforce Training Grant funds [Economic & Workforce Development]
2025-07.29.i	A resolution to authorize the approval of the OMJ Center contract between Pickaway County Job and Family Services and the Fairfield County Board of County Commissioners. [Economic & Workforce Development]  Fairfield County Engineer
2025-07.29.j	A resolution to appropriate from unappropriated in a major expenditure object category County Engineer 2024-Motor Vehicle for contractual services [Engineer]
2025-07.29.k	A resolution to appropriate from unappropriated in a major expenditure object category County Engineer 2024-Motor Vehicle for contractual services [Engineer]
2025-07.29.l	A resolution to request for appropriations for additional unanticipated receipts of memo receipts and memo expenses for fund 2050 for annual inspections, repairs, and maintenance in various subdivisions as of 07/23/2025. [Engineer]
2025-07.29.m	A resolution to appropriate from unappropriated in a major expenditure object category County Engineer 2024-Motor Vehicle for materials & supplies [Engineer]
2025-07.29.n	A resolution to approve a Construction and Road Usage Agreement with Metro Development III LLC. [Engineer]
2025-07.29.o	A Resolution to Approve the Contract with Oglesby Construction, Inc. for the 2025 Pavement Markings Project. [Engineer]
2025-07.29.p	A Resolution to Approve the Notice to Commence for the 2025 Pavement Markings Project. [Engineer]  Fairfield County Job and Family Services
2025-07.29.q	A resolution to approve a memo exp./ memo receipt for the costs of Birth Certificates paid to Fairfield County Health Departments as a memo expenditure for fund# 2072 Public Children's Services [JFS]  Fairfield County Juvenile/Probate Court
2025-07.29.r	A Resolution to Approve a Memorandum of Understanding (MOU) by and between Fairfield County Juvenile Court and Fairfield County Educational Service Center [Juvenile/Probate Court]  Fairfield County Regional Planning Commission
2025-07.29.s	A resolution to approve the Sycamore Grove, Phase 1-A, Final Plat [Regional Planning Commission]



South Central Major Crimes Unit

2025-07.29.t A resolution authorizing an account to account transfer for MCU Fund 7829 (Subfund 8362) Justice Assistance Grant 24 [Sheriff - Major Crimes Unit]

2025-07.29.u A resolution to request for appropriations for receipts for MCU ARPA (7892) [Sheriff - Major Crimes Unit]

2025-07.29.v A resolution to approve a reimbursement for share of costs for Rent paid to Fairfield County Commissioners as a memo expenditure for fund #7864/8371 Major Crimes Unit [Sheriff - Major Crimes Unit]

Payment of Bills

2025-07.29.w A resolution authorizing the approval of payment of invoices for departments that need Board of Commissioners' approval. [Commissioners]

Fairfield County Engineer

2025-07.29.x A resolution to declare a continuing real and present emergency in Greenfield Township and Pleasant Township under Ohio Revised Code 307.86(A)(2) [Engineer]

The next Regular Meeting is scheduled for August 5, 2025, 9:00 a.m.

Executive Session to Discuss Personnel Matters, 10:00 a.m.

Adjourn

Land Bank, 10:30 a.m.



**Regular Meeting #29 - 2025**  
**Fairfield County Commissioners' Office**  
**July 22, 2025**

**Review Meeting**

The Commissioners met at 9:00 a.m. in the Commissioners' Hearing Room, 210 E. Main St., Lancaster OH. Commissioner Fix called the meeting to order, and the following Commissioners were present: Steve Davis, David Levacy, and Jeff Fix. County employees present: County Administrator, Aundrea Cordle; Deputy County Administrator, Jeff Porter; Clerk to the Board of Commissioners, Rochelle Menningen; Communications & Information Coordinator, Bennett Niceswanger; Auditor, Dr. Carri Brown; Engineer, Jeremiah Upp; Recorder, Lisa McKenzie; Sheriff, Alex Lape; Finance Director, Bart Hampson; JFS Director Corey Clark; EMA & Facilities Director, Jon Kochis; Economic and Workforce Development Director, Rick Szabrak; Utilities Deputy Director, Josh Anders; Assistant Prosecuting Attorney, Amy Brown-Thompson; FCFC Manager, Tiffany Wilson; Interim Regional Planning Director, Holly Mattei. Also in attendance: Sherry Pymmer, Ray Stemen, Francis Martin, Barb Martin, Jeff Williamsen, George Bennett, Betty Bennett, Kevin Elder, Christina Hill, Jo Price, Jerry Starnier, Melissa Connor, Brandy Marshall, Stephanie Taylor, Paul McCord, Roger Ruble, and Carolyn Ruble.

Virtual Attendees: Staci Knisley, Belinda Nebbergall, Beth Cottrell, Lisa, Lori Hawk, Jim Bahnsen, Jeff Barron, Shelby Hunt, Jessica Murphy, Lori Lovas, Shannon Ward, Josh Horacek, Deborah, Keith, Jason Grubb, Michael Kaper, Andy Robberts, Jennifer Morgan, Brian Wolfe, Tony Vogel, Ashley Arter, Steven Darnell, Lynette Barnhart, Vince Carpico, Baylie Blevins, and Scott Barr.

**Welcome**

Commissioner Fix opened the meeting by welcoming everyone in attendance.

**CCAO 2025 Scholarship Recipient Presentation**

Steve Caraway, CCAO Service Corporation Manager/OCERP Administrator, spoke about Commissioner Fix and his support of the CCAO scholarship program. Mr. Caraway introduced Katelyn Wynkoop, a distinguished recent graduate from Bloom-Carroll High School and a recipient of this year's CCAO scholarship. The CCAO provides scholarships which are judged by a scholarship review panel. The application is based on a submitted essay. Mr. Caraway read a portion of Ms. Wynkoop's essay that spoke about Commissioner Fix and his support of 4-H. Ms. Wynkoop is in many organizations and has received several awards and accolades, including Bloom Carroll FFA, and National Honor Society.

Ms. Wynkoop stated she will be attending Wilmington College to study Agriculture with a focus on Animal Science. She is hoping to be one of Ohio's first elementary agricultural educators.

Commissioners Davis and Levacy congratulated Ms. Wynkoop on her achievements and for being the recipient of CCAO's scholarship.

Commissioner Fix spoke about attending events throughout Fairfield County and observing the exceptional talent of the young people in Fairfield County.

**Public Comments**

Ray Stemen of Lancaster spoke about a motor vehicle accident which resulted in one fatality and our responsibility to help family, friends, and neighbors in times of crisis. He offered a prayer for a sense of community.



**Regular Meeting #29 - 2025**  
**Fairfield County Commissioners' Office**  
**July 22, 2025**

Chuck Williamson of Baltimore spoke about property rights and the rights of those who live near solar facilities. He asked the Commissioners to help ensure that all CAUV areas remain agricultural.

Paul McCord of Millersport stated he has solar panels on his house but opposes the use of solar on agricultural land. He asked the Commissioners to help preserve the long-term health of natural resources and that they write a letter to the Ohio Power Siting Board (OPSB) opposing the Eastern Cottontail project.

Stephanie Taylor of Habitat for Humanity of Southeast Ohio (Habitat) stated that she is the current president of the local Rotary and is working on a special project at Big Brother Big Sisters (BBBS). Habitat is completing two playhouses for BBBS, one for inside the Book Nook and the other for the Bigs and Littles space. BBBS receives grant funding from Rotary and Habitat. Habitat and Rotary are excited to provide playhouses for BBBS.

Kevin Elder of Pleasantville stated there are 14 large landowners adjacent to the proposed solar project. He stated he contacted Eastern Cottontail to ask questions and added that the adjacent landowners indicated they had not been contacted by Eastern Cottontail.

Betty Bennett of Pleasantville stated she would like the Commissioners to send a letter to the OPSB opposing the Eastern Cottontail project.

Melissa Conner of Pleasantville stated she believes she has become the spokesperson for the Citizens of Fair Fields and represents thousands of people opposing the Eastern Cottontail project. She asked the Commissioners to write a letter to the OPSB to show that the people of Fairfield County are more important than progress.

Sherry Pymmer of Walnut Township spoke about the statistics she presented at the July 15, 2025, meeting. She stated that there are 1036 people within a mile of the project. She added that Eastern Cottontail is concerned about profit and not people.

Barb Martin of Cattail Road asked the Commissioners to protect the land from a French owned property and oppose the Eastern Cottontail project.

Allison Barrick of Lake Road stated that the Kingwood project was denied by the OPSB because the people and Commissioners of Greene County opposed the project.

Commissioner Fix thanked everyone for attending and providing their input.

**Legal Update**

None.

**County Administration Update**

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

**Week in Review**

*August 5th Evening Meeting*



**Regular Meeting #29 - 2025**  
**Fairfield County Commissioners' Office**  
**July 22, 2025**

The Commissioners' meeting on August 5, 2025, will be held at the Rushcreek Township Fire Department, 201 Marietta Street in Bremen, at 7:00 p.m. The Commissioners have four evening meetings a year to provide residents who may work during the day, or who cannot easily travel to Lancaster, with the opportunity to attend a meeting.

**Highlights of Resolutions**

*Administrative Approvals*

The review packet contains a list of administrative approvals.

*Resolution Review*

There are 19 resolutions on the agenda for the Regular voting meeting.

Resolutions of note:

- Economic and Workforce Development has a resolution to approve the Ohio Means Jobs Center contract between South Central Ohio JFS and the Fairfield County Board of Commissioners. The Board of Commissioners are the administrative and fiscal agent to South Central Ohio JFS and the Area 20-21 WDB has procured a provider for the Hocking, Ross, and Vinton County Ohio Means Jobs Centers.

Mr. Szabrak spoke about the importance of the Area 20-21 Workforce Development Board to the community and how the Board has assisted former Pixelle employees.

- Facilities has a resolution to approve awarding the Spires Paving Company, Inc. with the contract for the asphalt resurfacing and striping of the Government Services Building. Spires Paving has the lowest bidder and has been deemed a responsive and responsible bidder.

Mr. Kochis thanked Jason Grubb for his work on the project and added that they are also working with the City of Lancaster on the paving of a lot.

- The Sheriff's Office has a resolution to extend the Hocking County contract for inmate housing. The contract between Hocking County, the Fairfield County Sheriff, and the Fairfield County Commissioners expired December 31<sup>st</sup>, 2024. This contract extension will terminate December 31<sup>st</sup>, 2025.

Sheriff Lape stated that his office continues to offer inmate housing contracts to other counties.

- MCU has a resolution authorizing a partial repayment of an advance. The Advance was to the 7864 Recovery Ohio Grant fund from the General Fund. A partial repayment was previously made, and this is the final repayment for this advance.



**Regular Meeting #29 - 2025**  
**Fairfield County Commissioners' Office**  
**July 22, 2025**

- Transit has a resolution to establish a 2025 calendar year budget, and appropriations, for Public Transit's SFY2026 ODOT grant.

**Budget Review**

Mr. Hampson stated the July sales tax numbers were strong and June's auto and non-auto are both higher than in 2024.

**Calendar Review/Invitations Received**

*Informational Items*

- South Licking Water Conservancy District Meeting, July 22, 2025, 3:00 p.m., Licking County Agricultural Center, 771 E. Main St., Newark
- ClearSky Rehabilitation Hospital of Lancaster, Community Cookout, August 1, 2025, 12:00 p.m. – 3:00 p.m., 1201 River Valley Blvd., Lancaster

**Correspondence**

- Fairfield County Municipal Court, Criminal/Traffic Division, Fee Report, June 2025
- Correspondence Regarding Large Scale Solar Facilities
- Fairfield County Sheriff's Office, 2024 Annual Report

**Updates from Elected Officials and Department Heads**

Ms. Mattei stated RPC is continuing to work with villages and townships on the model zoning code, the planning code, and floodplain updates.

Sheriff Lape stated he has three employees retiring next week.

Engineer Upp stated they are ready to start chip and seal paving of roads and spoke about the science behind the process.

Commissioners Levacy asked when ODOT would start the project at SR 158 and Coonpath Road.

Engineer Upp replied that the project was delayed until 2026.

Auditor Brown spoke about a GIS in-service, the modernization process, lodging taxes, and senior citizens who have called about property reappraisals. She added that she and her office agree that the housing market is aggressive and they are working through the process of the sexennial update.

Commissioner Fix stated he spoke with Representative Jeff LaRe about property taxes. The Commissioner added it is time for state government to take a comprehensive look at property taxes so that seniors aren't being taxed out of their homes.

Commissioner Fix asked the Auditor if there were other townships besides Violet Township wanting to participate in lodging taxes. Auditor Brown replied that only Violet Township was inquiring about the lodging tax.



**Regular Meeting #29 - 2025**  
**Fairfield County Commissioners' Office**  
**July 22, 2025**

The Auditor also stated that the Ohio 2025 sales tax holiday will be August 1<sup>st</sup> through the 14<sup>th</sup>.

Josh Anders stated that Utilities is helping Millersport with water and wastewater needs.

Mr. Szabrak thanked Josh for help and added the project would not have happened if not for Josh Anders, Holly Mattei, and others. He spoke about the job fair and the excellent assistance received from the state and Jobs Ohio.

Mr. Kochis spoke about flooding in Millersport and asked people to stay weather aware.

Commissioner Levacy stated the Buckeye Lake region received 6.4 inches in a few hours in a storm that occurred a couple of days earlier and added that the rainfall was considered a 1000 year event.

Mr. Clark stated JFS is hosting a bike race and bike decorating contest on August 1<sup>st</sup> at 5:30 p.m. for children ages 4-10.

Mr. Porter stated that animal shelters across the United States are experiencing high population levels, and the animals under care are staying for long periods of time. He encouraged people to consider that information when buying a pet or surrendering an animal to a local shelter.

Commissioner Fix asked about the number of dogs at the Fairfield County Dog Shelter.

Mr. Porter replied that the number remains around 50 dogs.

**Old Business**

Commissioner Davis spoke about grant expirations and suggested that Mr. Hampson and Ms. Knisley place the grant information in one place so that it is clearer as to what principals are being applied to the decision-making process. He also spoke about the many concerns of residents regarding their property taxes.

**New Business**

Commissioner Levacy stated that the Fairfield County Veterans Hall of Fame committee would be meeting later that day.

**Regular (Voting) Meeting**

The Commissioners continued to their voting portion of the meeting with the following Commissioners present: Steve Davis, David Levacy, and Jeff Fix. County employees present: County Administrator, Aundrea Cordle; Deputy County Administrator, Jeff Porter; Clerk to the Board of Commissioners, Rochelle Menningen; Communications & Information Coordinator, Bennett Niceswanger; Auditor, Dr. Carri Brown; Engineer, Jeremiah Upp; Recorder, Lisa McKenzie; Sheriff, Alex Lape; Finance Director, Bart Hampson; JFS Director Corey Clark; EMA & Facilities Director, Jon Kochis; Economic and Workforce Development Director, Rick Szabrak; Utilities Deputy Director, Josh Anders; Assistant Prosecuting Attorney, Amy Brown-Thompson; FCFC Manager, Tiffany Wilson; Interim Regional Planning Director, Holly Mattei. Also in attendance: Sherry Pymer, Ray Stemen, Francis Martin, Barb Martin, Jeff Williamsen, George Bennett, Betty Bennett, Kevin Elder, Christina Hill, Jo Price, Jerry Starner, Melissa Connor, Brandy Marshall, Stephanie Taylor, Paul McCord, Roger Ruble, and Carolyn Ruble.



**Regular Meeting #29 - 2025**  
**Fairfield County Commissioners' Office**  
**July 22, 2025**

Virtual Attendees: Staci Knisley, Belinda Nebbergall, Beth Cottrell, Lisa, Lori Hawk, Jim Bahnsen, Jeff Barron, Shelby Hunt, Jessica Murphy, Lori Lovas, Shannon Ward, Josh Horacek, Deborah, Keith, Jason Grubb, Michael Kaper, Andy Robberts, Jennifer Morgan, Brian Wolfe, Tony Vogel, Ashley Arter, Steven Darnell, Lynette Barnhart, Vince Carpico, Baylie Blevins, and Scott Barr.

**Announcements**

Clerk Menningen stated the August 5<sup>th</sup> meeting would be in the evening at the Rushcreek Township Fire Department in Bremen.

**Approval of Minutes for July 15, 2025**

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

Roll call vote of the motion resulted as follows:

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

**Approval of Roundtable Minutes for July 15, 2025**

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

Roll call vote of the motion resulted as follows:

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

**Approval of a Resolution from the Fairfield County Commissioners**

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

2025-07.22.a      A resolution to appropriate from unappropriated funds in a major expense object categories for the General Fund# 1001, Security Budget.

Roll call vote of the motion resulted as follows:

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

**Approval of a Resolution from the Fairfield County Dog Shelter**

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

2025-07.22.b      A Resolution Approving an Account-to-Account Transfer into a Major Expenditure Object Category –2002, Dog Shelter

Roll call vote of the motion resulted as follows:

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



**Regular Meeting #29 - 2025  
Fairfield County Commissioners' Office  
July 22, 2025**

**Approval of a Resolution from Fairfield County Economic & Workforce Development**

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

2025-07.22.c      A resolution to authorize the approval of the OMJ Center contract between South Central Ohio Job and Family Services and the Fairfield County Board of County Commissioners

Roll call vote of the motion resulted as follows:

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

**Approval of Resolutions from the Fairfield County Engineer**

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

2025-07.22.d      A resolution to appropriate from unappropriated in a major expenditure object category County Engineer 2024-Motor Vehicle for overtime expenses

2025-07.22.e      A resolution to appropriate from unappropriated in a major expenditure object category County Engineer 2024-Motor Vehicle for materials & supplies

2025-07.22.f      A resolution to appropriate from unappropriated in a major expenditure object category County Engineer 2024-Motor Vehicle for contractual services

Roll call vote of the motion resulted as follows:

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

**Approval of a Resolution from Fairfield County Facilities**

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

2025-07.22.g      A Resolution Authorizing the Approval of a Construction Agreement and Bid Award with Spires Paving Company, Inc

Roll call vote of the motion resulted as follows:

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

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

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



**Regular Meeting #29 - 2025  
Fairfield County Commissioners' Office  
July 22, 2025**

- 2025-07.22.h      A resolution to approve a memo exp./ memo receipt for the costs of Transportation paid to Fairfield County Transit as a memo expenditure for fund# 2018 Public Assistance Fund
- 2025-07.22.i      A resolution request for appropriations for Fairfield County Family Children First Council; # 7521.

Roll call vote of the motion resulted as follows:

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

**Approval of Resolutions from Fairfield County Job & Family Services**

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

- 2025-07.22.j      A Resolution regarding an amendment for a previously approved Network Placement and Related Services Agreement between A New Leaf, Inc. and Child Protective Services Department
- 2025-07.22.k      A resolution to approve a memo receipt and expenditure for Fairfield County Job & Family Services, Fund 2072 reimbursing Fund 2018
- 2025-07.22.l      A resolution to approve a memo exp./ memo receipt for the costs of Transportation paid to Fairfield County Transit as a memo expenditure for fund# 2599 Workforce Fund
- 2025-07.22.m      A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Fairfield County JFS; Fund # 2018, Public Assistance Fund

Roll call vote of the motion resulted as follows:

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

**Approval of Resolutions from the Fairfield County Sheriff**

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

- 2025-07.22.n      A resolution authorizing the approval of a contract extension with the Fairfield County Board of Commissioners (Fairfield BCC), the Fairfield County Sheriff's Office (Fairfield Sheriff) and the Hocking County Board of Commissioners (Hocking BCC) and the Hocking County Sheriff (Hocking Sheriff) for housing prisoners in the Fairfield County Jail
- 2025-07.22.o      A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Sheriff; 2027, Weights

Commissioner Davis asked if Hocking County regularly uses the jail contract.

Sheriff Lape replied that the jail does not house inmates regularly for Hocking County but that Hocking County likes to have the Fairfield County jail as an option.



**Regular Meeting #29 - 2025  
Fairfield County Commissioners' Office  
July 22, 2025**

Roll call vote of the motion resulted as follows:

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

**Approval of a Resolution from the South Central Major Crimes Unit**

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

2025-07.22.p      A resolution authorizing the approval of a partial repayment of an advance to the General Fund from MCU 7864 Recovery Ohio Grant

Roll call vote of the motion resulted as follows:

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

**Approval of Resolutions from Fairfield County Transit**

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

2025-07.22.q      A Resolution Approving an Account-to-Account Transfer into a Major Expenditure Object Category –2908, Public Transit

2025-07.22.r      A resolution approving to Appropriate from Unappropriated into a major expense category for Grant Fund# 2908 for the Ohio Department of Transportation grant For SFY2026

Roll call vote of the motion resulted as follows:

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

**Approval of the Payment of Bills**

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

2025-07.22.s      A resolution authorizing the approval of payment of invoices for departments that need Board of Commissioners' approval.

Roll call vote of the motion resulted as follows:

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

**Executive Session**

On the motion of Steve Davis and the second of David Levacy, the Board of Commissioners voted to move to Executive Session to discuss pending litigation at 10:08 a.m. Commissioner Davis asked that the Commissioners, County Administrators, Clerks to the Board, and a representative from the Prosecutor's Office be in attendance.

Roll call vote of the motion resulted as follows:

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

On the motion of Steve Davis and the second of David Levacy, the Board of Commissioners voted to leave Executive Session at 10:20 a.m.







**A Resolution Amending Resolutions 2024-12.03.a, 2025-04.22.a, and 2025-06.24.a, Establishing the Fairfield County Board of Commissioners' 2025 Review Session and Regular Meeting Dates, and Special Meeting Dates**

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

**WHEREAS**, resolutions 2025-04.22.a and 2025-06.24.a have amended Board of County Commissioner Meeting dates, times, and locations for 2025, established by resolution 2024-12.03a; and

**WHEREAS**, the Board of County Commissioners wishes to change the time and location for the established August 5, 2025 meeting.

---

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

---

**Section 1.** That the Board of County Commissioners approves changing the time of the August 5, 2025, meeting to 9:00 a.m., and the location of the August 5, 2025, meeting to the Commissioners' Hearing Room in the Administrative Courthouse located at 210 E. Main St., Lancaster, OH.

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

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

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

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



Signature Page

Resolution No. 2025-07.29.a

A Resolution Amending Resolutions 2024-12.03.a, 2025-04.22.a, and 2025-06.24.a,  
Establishing the Fairfield County Board of Commissioners' 2025 Review Session and Regular  
Meeting Dates, and Special Meeting Dates

(Fairfield County Commissioners)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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



**A resolution to approve signing an agreement, release, and other approvals related to the Purdue Pharma/Sackler settlement 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 and others 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, release, and other approvals related to the Purdue Pharma/Sackler settlement 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 Purdue Pharma/Sackler 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 June 17, 2025 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 agreements 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 the County Administrator or Deputy County Administrator to sign any agreements or necessary approvals relating to the Purdue Pharma/Sackler settlement, 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.



Prosecutor's Approval Page

Resolution No.

A resolution to approve signing an agreement, release, and other approvals related to the Purdue Pharma/Sackler settlement as presented by legal counsel for national opioid litigation.

(Fairfield County Commissioners)

Approved as to form on 7/24/2025 11:59:57 AM by Steven Darnell,



Signature Page

Resolution No. 2025-07.29.b

A resolution to approve signing an agreement, release, and other approvals related to the Purdue Pharma/Sackler settlement 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 signing agreements, releases, and other approvals related to the Alvogen, Amneal, Apotex, Hikma, Idivior, Sun Pharmaceuticals, Zydus, and Sandoz settlements 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 and others 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 agreements, releases, and other approvals related to the Alvogen, Amneal, Apotex, Hikma, Idivior, Sun Pharmaceuticals, Zydus, and Sandoz settlements 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**, settlement proposals are being presented to the State of Ohio and Local Governments by Alvogen, Amneal, Apotex, Hikma, Idivior, Sun Pharmaceuticals, Zydus, and Sandoz to resolve governmental entity claims in the State of Ohio using the structure of the OneOhio MOU and consistent with the material terms of proposed Settlement Agreements; and

**WHEREAS**, the Fairfield County Board of Commissioners wishes to agree to the material terms of the proposed National Settlement Agreement with the Proposed Settlements and to sign agreements as presented by legal counsel;

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

---

**Section 1.** That the Fairfield County Board of Commissioners hereby authorizes the County Administrator or Deputy County Administrator to sign any agreements or necessary approvals relating to the proposed settlements for Alvogen, Amneal, Apotex, Hikma, Idivior, Sun Pharmaceuticals, Zydus, and Sandoz 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.



Prosecutor's Approval Page

Resolution No.

A resolution to approve signing agreements, releases, and other approvals related to the Alvogen, Amneal, Apotex, Hikma, Idivior, Sun Pharmaceuticals, Zydus, and Sandoz settlements as presented by legal counsel for national opioid litigation.

(Fairfield County Commissioners)

Approved as to form on 7/24/2025 12:06:17 PM by Steven Darnell,



Resolution No. 2025-07.29.c

A resolution to approve signing agreements, releases, and other approvals related to the Alvogen, Amneal, Apotex, Hikma, Iddivior, Sun Pharmaceuticals, Zydus, and Sandoz settlements 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 Appropriate from Unappropriated in a Major Expenditure Object Category for Board of Elections; Fund # 2884 SOS 2025 Primary Election Funding**

**WHEREAS**, additional appropriations are needed in the major expenditure object category for fund #2884, Secretary of State (SOS) 2025 Primary Election Funding; and

**WHEREAS**, appropriating from unappropriated will allow proper accounting in the major expenditure object category.

---

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

---

**Section 1.** The Fairfield County Board of Commissioners appropriate from unappropriated into the following major expenditure object category:

\$144,779.40      51288400 Contractual Services

Prepared by: Amy S. McCoy



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

**Section 1.**

\$144,779.40	51288400	530000	Contractual Services
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Signature Page

Resolution No. 2025-07.29.d

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

(Fairfield County Board of Elections)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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



**A resolution to appropriate from unappropriated into a major expense category for fund #2852 –Targeting Community Alternatives to Prison Grant to establish a budget for 2025 – Fairfield County Common Pleas**

**WHEREAS**, the Ohio Department of Rehabilitation and Correction (ODRC) awarded the County Commissioners, Fairfield County Common Pleas Court and Sheriff’s Office \$723,952.00 for Targeting Community Alternatives to Prison Grant

**WHEREAS**, grant funds will help effectively supervise, treat, and hold accountable low-level, non-violent offenders; and

**WHEREAS**, budget needs established for this grant from July 2025 to December 2025; and

**WHEREAS**, appropriate from unappropriated into a major expense category will allow for expenses to occur; and

---

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

---

**Section 1.** Request that the Fairfield County Commissioners Appropriate from unappropriated funds in the following major expenditure object categories for org#12285204:

\$90,882	Personal Services
\$33,072	Fringe Benefits
\$57,034	Contractual Services

Prepared by: Brian Wolfe



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

**Section 1.**

\$83,882.00	12285204	511010	Salary, Employees
\$2,000.00	12285204	513000	OT, Overtime
\$3,000.00	12285204	514010	Vacation Payout
\$2,000.00	12285204	514020	Sick Payout
\$18,900.00	12285204	521000	Health Insurance
\$25.00	12285204	521025	Health Ins – EAP
\$150.00	12285204	521100	Life Insurance
\$1,235.00	12285204	522000	Medicare
\$11,762.00	12285204	523000	Retirement-Pers
\$1,000.00	12285204	526000	Workers Comp
\$57,034.00	12285204	530000	Contractual Services

**Section 2.** Request that the County Auditor, on behalf of the Budget Commission issue an amended certificate in the amount of \$180,988 to credit fund 2852, subfund #8373. This amount represents the total revenues to be received.

**Section 3.** Request that the Fairfield County Auditor, on behalf of the Budget Commission, please update the receipt line items in the following accounts:

Receipts:

\$180,988	12285204	433400	State Govt Grant
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Prepared by: Brian Wolfe



Resolution No. 2025-07.29.e

A resolution to appropriate from unappropriated into a major expense category for fund #2852 –Targeting Community Alternatives to Prison Grant to establish a budget for 2025 – Fairfield County Common Pleas

(Fairfield County Court of Common Pleas)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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



**A resolution to appropriate from unappropriated into a major expense category for fund #2689 –Adult Corrections to establish a budget for 2025 – Fairfield County Common Pleas**

**WHEREAS**, the Ohio Department of Rehabilitation and Correction (ODRC) awarded the County Commissioners and Fairfield County Common Pleas Court \$390,415 for the Community Corrections Grant to assist in community-based corrections; and

**WHEREAS**, grant funds will help effectively supervise, treat, and hold accountable low-level, non-violent offenders; and

**WHEREAS**, budget needs established for this grant from July 2025 to December 2025; and

**WHEREAS**, appropriate from unappropriated into a major expense category will allow for expenses to occur; and

---

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

---

**Section 1.** Request that the Fairfield County Commissioners Appropriate from unappropriated funds in the following major expenditure object categories for org#13268922:

\$70,780.00	Personal Services
\$26,824.00	Fringe Benefits

Prepared by: Brian Wolfe



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

**Section 1.**

\$68,780.00	13268922	511010	Salary, Employees
\$2,000.00	13268922	513000	OT, Overtime
\$16,541.00	13268922	521000	Health Insurance
\$6.00	13268922	521025	Health Ins – EAP
\$22.00	13268922	521100	Life Insurance
\$834.00	13268922	522000	Medicare
\$8,921.00	13268922	523000	Retirement-PERS
\$500.00	13268922	526000	Workers Comp

**Section 2.** Request that the County Auditor, on behalf of the Budget Commission issue an amended certificate in the amount of \$97,604 to credit fund 2689, subfund #8373. This amount represents the total revenues to be received.

**Section 3.** Request that the Fairfield County Auditor, on behalf of the Budget Commission, please update the receipt line items in the following accounts:

Receipts:

\$97,604.00	13268922	433400	State Govt Grant
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Prepared by: Brian Wolfe



Signature Page

Resolution No. 2025-07.29.f

A resolution to appropriate from unappropriated into a major expense category for fund #2689 –Adult Corrections to establish a budget for 2025 – Fairfield County Common Pleas

(Fairfield County Court of Common Pleas)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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



**A Resolution Authorizing the Approval of an Advance from the General Fund to 7831, WIOA 20/21**

**WHEREAS**, an advance of allocations is necessary in the amount of \$1,100 for the purpose of paying vendors in a timely fashion and payroll obligations; and

**WHEREAS**, said advance shall be repaid to the General Fund when monies are received.

---

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

---

**Section 1.** That the Fairfield County Board of Commissioners approve the following advance:

DEBIT	1001 090000 General Fund Advance	<\$1,100>
CREDIT	7831 223001 WIOA 20/21 Advance In	+\$1,100

**Section 2.** That the advance be paid back to the General Fund, no later than August 15, 2025.

Prepared by: Angel Conrad



**Advance from the General Fund  
For Auditor's Office Use Only:**

DEBIT	1001 090000 General Fund Advance	<\$1,100>
CREDIT	7831,223001, WIOA 20/21 Advance In	+\$1,100

Repayment Date August 15, 2025



Signature Page

Resolution No. 2025-07.29.g

A Resolution Authorizing the Approval of an Advance from the General Fund to  
7831, WIOA 20/21

(Fairfield County Economic & Workforce Development)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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



**A resolution to authorize an agreement with Foam Holdings Inc. for Workforce Training Grant funds**

**WHEREAS,** Fairfield County Economic and Workforce Development has created a Workforce Training Grant to help develop small businesses in the community; and

**WHEREAS,** an agreement was created between Foam Holdings Inc. and Fairfield County Commissioners; and

**WHEREAS,** Fairfield County Economic and Workforce Development agrees that Foam Holdings Inc. should receive a total of \$60,000 over a three-year period, with a maximum of \$20,000 per year. Foam Holdings Inc. shall be eligible for an additional \$20,000 in year four if they meet the agreed upon hiring requirements.

---

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

---

**Section 1.** That the Fairfield County Commissioners approve the attached agreement with Foam Holdings Inc.

Prepared by: Angel Conrad



## **AGREEMENT BETWEEN FAIRFIELD COUNTY AND FOAM HOLDINGS, INC.**

This AGREEMENT (the "Agreement") is made and entered into January 1, 2025 by and between the Fairfield County Commissioners (the "County"), and Foam Holdings, Inc., under the circumstances summarized in the following recitals:

**WHEREAS**, the County wishes to invest in a strong workforce for local employers by partnering with organizations to build such workforce; and

**WHEREAS**, the County has allocated funds to a Workforce Development Grant program to assist local organizations with hiring, training, and retaining their workforce; and

**WHEREAS**, Foam Holdings, Inc. is a local organization dedicated to building a strong workforce and providing gainful employment to community members; and

**WHEREAS**, Foam Holdings is willing to work collaboratively with Fairfield County Economic and Workforce Development ; and

**WHEREAS**, the County is rewarding Foam Holdings, Inc. with a Workforce Training Grant totaling \$60,000, to be paid in yearly installments of \$20,000 in 2025, 2026, and 2027, to train employees; and

**WHEREAS**, Foam Holdings, Inc. will add an average of 10 new full-time positions to the Lancaster, Ohio facility, utilize these funds by December 31 of each year the funds are provided, and submit invoices for reimbursement to the County; and

**WHEREAS**, to further encourage this growth, the County has provided that, if Foam Holdings, Inc. adds an average of 10 new full-time positions to the Lancaster, Ohio facility in years 2025, 2026, and 2027 (for a total of 30 new full-time positions), Foam Holdings, Inc. shall be eligible for an additional \$20,000 in grant funding in 2028; and

**WHEREAS**, Foam Holdings, Inc. agrees to sign and abide by the provided clawback provision and conflict of interest statement.

**IN WITNESS WHEREOF**, the County and Foam Holdings, Inc. have caused this Agreement to be executed in their respective names by their duly authorized representatives, all as of the date first written above.



**Fairfield County**

By: \_\_\_\_\_  
David Levacy  
Fairfield County Commissioner

By: \_\_\_\_\_  
Jeff Fix  
Fairfield County Commissioner

By: \_\_\_\_\_  
Steve Davis  
Fairfield County Commissioner

**Foam Holdings, Inc.**

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

Printed: Trisha V. Feely

Title: V.P. Human Resources

**Approved as to Form**



**Board of County Commissioners**

Steven A. Davis

Jeffrey M. Fix

David L. Levacy

**ECONOMIC/WORKFORCE DEVELOPMENT INCENTIVES DISCLOSURE**

In an effort to ensure that there is public transparency and an arm's length transaction for economic development or workforce development incentives offered to a potential or existing company that is considering locating or expanding within Fairfield County, the Fairfield County Commissioners require applicants to complete an Economic/Workforce Development Incentive Disclosure. The disclosure assists the Fairfield County Commissioners in assessing if there are potential conflicts of interest that must be reviewed prior to the offering of an incentive(s) and/or if the conflict is of such a nature to prevent the offering of the proposed incentive

**DEFINITIONS:**

<b>Family Member</b>	Includes parents, step parents, spouse, domestic partner, children, step-children, foster children, siblings, grandchildren, grandparents. This definition also includes any immediate relatives by blood or marriage (i.e. in-laws, cousins, nieces, nephews, aunts and uncles, etc.) who are also household members to the applicant.
<b>Personal Relationship</b>	Consists of the applicant's prior and/or present social interactions and/or business dealings with stakeholders of the economic or workforce development systems that would give a reasonable observer cause to believe that the applicant's access to the services would be based upon this relationship, as opposed to a demonstrated need.
<b>Stakeholders</b>	Individuals not related but have direct or indirect management or responsibility for managing the economic or workforce development system including employees of the Fairfield County government, local elected officials, stakeholders or boards (e.g. Columbus 2020, Fairfield County Port Authority Board, Revolving Loan Fund Loan Review Committee, Workforce Development Board), etc.

Please indicate if you have a family, personal or stakeholder relationship with any individual who may meet the above definitions as it pertains to your request for economic/workforce development services.

No X Yes \_\_\_\_\_ (If yes, please list name and relationship of individual)

NAME AND RELATIONSHIP

Trisha Feely  
APPLICANT NAME[Signature]  
APPLICANT SIGNATUREV.P. Human Resource  
APPLICANT TITLE6/27/2025  
DATE



### Fairfield County Workforce Development Training Grant Application

Company name: Foam Holdings, Inc

Company physical address: 2109 Commerce Street, Lancaster, OH 43130

Company SIC/NAICS Code or description of industry: 326140 Grant request amount: \$ 80,000

Applicant name: Trisha Feely Date of application: February 7, 2025

Applicant phone: 615-510-2063 E-Mail: Trisha.Feely@alleguard.com

Applicant relationship to company: Vice-President, Human Resources

How long has the company been operating in Fairfield County: 35 years

Name of parent company, if applicable, and location of headquarters: Foam Holdings, Inc. 10 Cadillac Drive, Suite 100  
Brentwood, TN 37027

If applicable, how long has the parent company been in business: 60 years

Is this request for retention (keep) of jobs or expansion (add new) of jobs: Retention & expansion

Total full-time equivalent jobs (40 hours per week) at company's location in Fairfield County: 62

Number of new or retained full-time employees to be trained (also attach a position list with hourly pay): 80


Wage range of employees to be trained: \$15-\$53 Total additional payroll: 1,100,000

Training Start and End Dates: 1/1/2025 Training Grant Funds Requested: 12/31/2027

As part of your application, please provide the following:

- Overview of your expansion plans detailing investment, goals, and why you're requesting the grant.
- Budget and detail of training activities and costs of each activity.
- Dates and expenses associated with the training curriculum. The Fairfield County Department of Economic and Workforce Development will work with you to determine eligible expenses.

*By signing below I understand that the training dollars can only be used for projects that train full-time employees at a business located within the political boundaries of Fairfield County. I acknowledge that the dollars will not be used to train any employees for a retail establishment and that I will make a concerted effort to hire and train residents of Fairfield County whenever possible. The grant is reimbursement based and I will provide any and all documentation requested by the Department of Economic and Workforce Development as part of this agreement. Grant agreement will contain a claw back provision where company will be required to keep the jobs at a location in Fairfield County for a set, agreed upon period of time and will be negotiated on a case-by-case basis.*

 3.25.2025





**Board of County Commissioners**

Steven A. Davis

Jeffrey M. Fix

David L. Levacy

## **ECONOMIC/WORKFORCE DEVELOPMENT CLAWBACK PROVISION**

Foam Holdings, Inc. has accepted a Workforce Development Training Grant from Fairfield County for the time period of January 1, 2025, through December 31, 2028. The grant is \$20,000 per year, for 2025, 2026, and 2027, with the possibility of an additional \$20,000 in grant funds if Foam Holdings adds an average of 10 new full-time positions in the years 2025, 2026, and 2027 (for a total of 30 new positions). New employees will receive training and current employees may need additional training based on skill needs. Foam Holdings, Inc. agrees to only submit a reimbursement request for those employees that successfully complete the training. Should Foam Holdings, Inc. request and receive grant funds for employee training wherein the employee did not successfully complete the training, then Foam Holdings, Inc. would be required to return the grant funds to Fairfield County. Foam Holdings, Inc. also agrees that its employee base in Fairfield County will expand by an average of 10 full-time positions by December 31 each year and must provide documentation to Fairfield County Economic and Workforce Development showing this employment number on the following date:

December 31, 2025

December 31, 2026

December 31, 2027

If Foam Holdings, Inc. fails to meet the employment commitment, Fairfield County may request any training funds from this grant be returned to Fairfield County. Failure to return the grant funds to Fairfield County under this provision shall result in Fairfield County exercising all legal remedies against Foam Holdings, Inc. to recoup these funds. If that occurs, Foam Holdings, Inc. shall be responsible for payment of Fairfield County's legal fees and costs, including attorney's fees.

I hereby agree to the terms of this agreement:

Trisha Feely

APPLICANT NAME

[Signature]

APPLICANT SIGNATURE

D.P. Human Resource

APPLICANT TITLE

6/27/2025

DATE



**Fabricated Packaging Materials, Inc.**  
**Fairfield County Workforce Development Training Grant Application**

**Overview of your expansion plans detailing investment, goals, and why you're requesting the grant.**

**Foam Holdings, Inc. is planning investment in the Lancaster facility to expand its operations in 2025 and 2026, supporting the launch of a new product line at the facility. This initiative entails approximately \$1.5 million in capital investment and is projected to create 20 new full-time jobs. If successful, the expansion will necessitate the addition of a new shift to accommodate the growing business demand. As part of its commitment to sustainable growth, Foam Holdings leadership continually seeks innovative ways to optimize operating costs and maximize returns. The successful execution of this project would not only solidify the facility's role as a key contributor to the company's success but also strategically position it to attract future investment allocations.**

**Budget and detail of training activities and costs of each activity.**

**See Exhibit A.**

**Dates and expenses associated with the training curriculum. The Fairfield County Department of Economic and Workforce Development will work with you to determine eligible expenses.**

**See Exhibit A.**



Lancaster Training Plan													Actual Cost
Name of Training	Category of Training	Brief Training Description	Target Audience	Trainer (Internal or External)	Estimated Timing for Training	Estimated Hours per Employee	Actual Time to Complete	Estimated Course Cost	Number of Employees	Average Wages (Spent/hr)	Labor Costs	Combined Cost	
Employee Engagement/Teambuilding	HR	Leadership and teambuilding training for all employees	All Employees	External	Would begin Summer 2025	4	4	\$ 25,000.00	63	\$ 18.00	\$ 4,536.00	\$ 29,536.00	
	Operations	Effective training to improve operational processes and efficiency	All Employees	Internal		16		\$ 11,000.00	63	\$ 18.00	\$ 18,144.00	\$ 29,144.00	
	Team Manufacturing Training	Certified CPM & A/EI training	Volunteer Employees	Internal		2		\$ 1,000.00	63	\$ 18.00	\$ 576.00	\$ 1,076.00	
	Skills & A/EI (Quality)	Internal				2		\$ 1,000.00	63	\$ 18.00	\$ 1,134.00	\$ 2,134.00	
	Skills & A/EI (Quality)	Internal			6/1/2025	4		\$ 3,500.00	4	\$ 25.00	\$ 460.00	\$ 3,960.00	
	Masterplan Skills Training	Maintenance	Maintenance Employees	Internal	8/1/2025	4		\$ 5,000.00	4	\$ 25.00	\$ 800.00	\$ 5,800.00	
	Masterplan Skills Training	Maintenance	Maintenance Employees	Internal	9/1/2025	4		\$ 5,000.00	4	\$ 25.00	\$ 800.00	\$ 5,800.00	
	Water Treatment	Introduction to the functions of EPS and team manufacturing process	All Employees	Internal/External	All New Hire Orientation	2		\$ 1,000.00	63	\$ 18.00	\$ 1,134.00	\$ 2,134.00	
	Water Treatment	Guard Speaker sharing their experience and application to employees daily	All Employees	External	7/1/2025	3		\$ 5,000.00	63	\$ 18.00	\$ 3,402.00	\$ 8,402.00	
	New Hire Onboarding	Operations	Task	All Employees	Internal	Weekly	4		\$	20	\$ 18.00	\$ 1,440.00	\$ 1,440.00
Operations		All segments of onboarding processes focused on product and strategies in department training focused on engagement and contact	All Employees	Internal	Quarterly	8		\$ 5,000.00	4	\$ 25.00	\$ 800.00	\$ 5,800.00	
Operations		Additional, non-required, training to raise employees risk awareness and problem solving skills	Supervisors	External	Quarterly	4		\$	63	\$ 18.00	\$ 4,736.00	\$ 4,736.00	
Operations			All Employees	Internal	Quarterly	4		\$	63	\$ 18.00	\$ 4,736.00	\$ 4,736.00	
Additional EHS Fundamentals Training (Non-Compliance												\$ 90,766.00	



ORIGINAL

Carri L. Brown, PhD, MBA, CGFM

Purchase Order

Fiscal Year 2025

Page: 1 of 1

Fairfield County Auditor  
210 East Main Street  
Lancaster, Ohio 43130  
Revisions: 000

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

Purchase Order # **25004399 - 00**

Delivery must be made within doors of specified destination.

Expiration Date: 03/15/2026

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COUNTY COMMISSIONERS  
210 E MAIN ST 3RD FLOOR  
LANCASTER, OH 43130

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FABRICATED PACKAGING  
MATERIALS INC  
2109 COMMERCE ST  
LANCASTER, OH 43130

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COUNTY COMMISSIONERS  
210 E MAIN ST 3RD FLOOR  
LANCASTER, OH 43130

VENDOR PHONE NUMBER	VENDOR FAX NUMBER	REQUISITION NUMBER	DELIVERY REFERENCE
		4829	
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	DEPARTMENT/LOCATION
05/13/2025	17424		COMM-ECONOMIC DEV
NOTES			

PO Requisitioner Name : Angela Renee Conrad

E mail Address : [angel.conrad@fairfieldcountyohio.gov](mailto:angel.conrad@fairfieldcountyohio.gov)

ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	WORKFORCE TRAINING GRANT GL Account: 12100101 - 530312	1.0	EACH	\$20,000.00	\$20,000.00
GL SUMMARY					
12100101 - 530312		\$20,000.00			

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

COUNTY AUDITOR'S CERTIFICATE

It is hereby certified that the amount \$20,000.00 required to meet the contract, agreement, obligation, payment or expenditure, for the above, has been lawfully appropriated, authorized or directed for such purpose and is in the County Treasury or in process of collection to the credit of the submitted Fund(s) free from any obligation or certification now outstanding.

Date: 05/13/2025

*Carri L. Brown*  
Auditor Fairfield County, OH

Purchase Order Total **\$20,000.00**

For Department Use ONLY



Prosecutor's Approval Page

Resolution No.

A resolution to authorize an agreement with Foam Holdings Inc. for Workforce Training Grant funds

(Fairfield County Economic & Workforce Development)

Approved as to form on 7/22/2025 3:58:48 PM by Steven Darnell,



Resolution No. 2025-07.29.h

A resolution to authorize an agreement with Foam Holdings Inc. for Workforce Training Grant funds

(Fairfield County Economic & Workforce Development)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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



**A resolution to authorize the approval of the OMJ Center contract between Pickaway County Job and Family Services and the Fairfield County Board of County Commissioners.**

**WHEREAS**, the Board of County Commissioners Economic and Workforce Development Department is the administrative and fiscal agent for the Area 20/21 Workforce Development Board (WDB) responsible for the Workforce Innovation and Opportunity Act ("WIOA"); and

**WHEREAS**, the Area 20/21 WDB has procured a provider for the Pickaway County Ohio Means Jobs Center; and

**WHEREAS**, Fairfield County, as the administrative and fiscal agent, needs to approve a contract with Pickaway County Job and Family Services to further the overall workforce mission of the Area 20/21 WDB,

---

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

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**Section 1.** That Commissioner Jeff Fix, President of the Board, approve the OMJ Center contract between Fairfield County and Pickaway County JFS.

Prepared by: Angel Conrad



**Commissioners:**  
Jay H. Wippel  
Harold R. Henson  
Gary K. Scherer

**Administrator:**  
April Metzger  
**Deputy County Administrator:**  
Marc Rogols  
**Clerk:**  
Angela Karr



The Pickaway County Board of Commissioners met in Regular Session in their office located at 139 West Franklin Street, Circleville, Ohio, on Tuesday, July 15, 2025, with the following members present: Mr. Jay H. Wippel, Mr. Harold R. Henson and Mr. Gary K. Scherer. Marc Rogols, Deputy County Administrator, was also in attendance.

During business conducted while in session, Commissioner Harold Henson offered the motion, seconded by Commissioner Gary Scherer, to approve the Job and Family Services, SFY25-27 Sub-Grant Agreement between Ohio Workforce Development Area 21. Sub-grant Agreement is between Fairfield County and Pickaway County Job and Family Services.

Voting on the motion was as follows: Commissioner Wippel, yes; Commissioner Henson, yes; Commissioner Scherer, yes. Voting No: None. Motion carried.

Attest: Angela Karr  
Angela Karr, Clerk

In the Matter of  
Job and Family Services  
SFY25-27 Sub-Grant Agreement Between  
Ohio Workforce Development Area 21:



**SUB-GRANT AGREEMENT  
SFY25-27**

**OHIO WORKFORCE DEVELOPMENT AREA 21, SUBGRANTOR**

**AND**

**PICKAWAY COUNTY, SUBGRANTEE**

**THIS IS NOT A CONTRACT FOR RESEARCH AND DEVELOPMENT**

UEI#	MAM8KFZZ4UL5
FEDERAL AWARD IDENTIFICATION ( FAIN)#	G-2627-15-0017
FEDERAL AWARD DATE	July 1, 2025
TOTAL FEDERAL AWARD	Area as a whole: \$1,679,582 Pickaway allocation (estimate): \$359,641
FEDERAL AWARDDING AGENCY	U.S. Department of Labor
ALN / CFDA#	17.207,17.245,17.258, 17.259,17.277, 17.278, 17.225, 17.804, 93.558
SUBAWARD BUDGET AND PERFORMANCE PERIOD	July 1, 2025 – June 30, 2027
PASS THROUGH ENTITY	Area 20 Workforce Development Board
CONTRACT OFFICER	Bayley Fields
CONTACT INFORMATION	Bayley.fields@fairfieldco ntyohio.gov

Per the Stevens Amendment this Workforce Innovation and Opportunity Act Sub-grant Agreement is fully supported by the Employment and Training Administration of the U.S. Department of Labor as part of an award totaling \$1,679,582 (all of Area 20)

Sub-grantee: Pickaway County



**THIS IS NOT AN AGREEMENT FOR THE PERFORMANCE OF EXPERIMENTAL,  
DEVELOPMENTAL, OR OTHER RESEARCH.**

This Sub-grant Agreement (Agreement) is between FAIRFIELD COUNTY, a political subdivision of the State of Ohio serving as the Fiscal Agent for the Chief Elected Officials and the Workforce Development Board for Ohio Workforce Development Area 21 (AREA 21) under the Workforce Innovation and Opportunity Act (WIOA) Public Law 113-128, 29 U.S.C. Sec. 3101 et al and under the Ohio Revised Code Section 5101.20, SUBGRANTOR and PICKAWAY COUNTY a political subdivision of the State of Ohio, SUBGRANTEE.

For purposes of this Agreement:

- A. The State of Ohio, Office of Job and Family Services (ODJFS) serves as the "recipient and pass through entity" for WIOA funds which are sub-granted by formula in accordance with WIOA to the local workforce development areas designated under WIOA by the State of Ohio.
- B. AREA 21 has been designated by ODJFS as workforce development area and consists of Fairfield County, Hocking County, Pickaway County, Ross County, and Vinton County.
- C. FAIRFIELD COUNTY is the WIOA sub-grant recipient receiving WIOA formula funds from ODJFS and may enter into sub-grants with the Counties comprising the Area 21 workforce development area and other sub-recipients as needed to carry out the requirements of the grant(s).
- D. FAIRFIELD COUNTY serves as the SUB-GRANTOR under this agreement.
- E. FAIRFIELD COUNTY and the AREA 21 Workforce Development Board have assigned the duties and responsibilities of Fiscal Agent and Administrative Entity for AREA 21 to Fairfield County Economic and Workforce Development, an Agency of Fairfield County.
- F. PICKAWAY COUNTY, is a unit of local government within the boundaries of the Area 21 workforce development area, and receives WIOA funds through this sub-grant from FAIRFIELD COUNTY. PICKAWAY COUNTY serves as a SUB-GRANTEE under this agreement.
- G. SUBGRANTEE PICKAWAY COUNTY agrees that all federal funds allocated to it by SUB-GRANTOR FAIRFIELD COUNTY under this agreement shall be allowable, reasonable, and necessary for performance of workforce development activities in Area 21, in compliance with WIOA and the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, hereafter referred to as the "Omni-Circular", found at 2 CFR 200 et al as modified by 2 CFR 2900 and 45 CFR 75. This includes all the funds listed in the chart below:



<b>CFDA Number (Catalog of Federal Domestic Assistance)</b>	<b>Award Title</b>	<b>Authority</b>
<b>17.002</b>	Labor Force Statistics	29 USC Chapter 1, 29 USC 2b, 5, & 8
<b>17.207</b>	Employment Service/Wagner-Peyser	Wagner-Peyser Act of 1933
<b>17.245</b>	Trade Adjustment Assistance	Trade Act of 1974, as amended, (19 USC 2271-2322)
<b>17.258</b>	WIOA Adult Program	WIOA Section 136(b)
<b>17.259</b>	WIOA Youth Activities	WIOA Section 136(a)
<b>17.267</b>	WIOA Work Incentive Grants	Adult Education and Family Literacy Act (20 USC 9211)
<b>17.271</b>	Work Opportunity Tax Credit (WOTC)	The Tax and Trade Relief Extension Act of 1998, & 26 USC 51
<b>17.277</b>	WIOA National Dislocated Worker Grants	WIOA Section 170(b)(1)
<b>17.278</b>	WIOA Dislocated Workers	WIOA Section 136(c)
<b>17.801</b>	Disabled Veterans Outreach Program	Jobs for Veterans Act (38 USC 4103A)
<b>17.804</b>	Local Veterans Employment Representative Program	Jobs for Veterans Act 38 USC 4104
<b>93.558</b>	TANF	Title IV-A of the Social Security Act (42 USC 602)

H. Sub-granted funds in amounts to be determined by the AREA 21 governing boards based upon criteria similar to the criteria used by ODJFS in determining the allocations for the State of Ohio local workforce areas will be made via the County Finance Information System (CFIS) with the exception of funding for the Ohio Works First Incentive Program. The Ohio Works First Incentive Program will be paid through invoicing processes.

I. Sub-granted funds awarded to PICKAWAY COUNTY under this Agreement are not for research and development purposes.

#### **DEFINITIONS:**

The following definitions shall apply to the terms and conditions of this Sub-Grant Agreement.

- A. **Chief Elected Officials (CEO):** These are the CEOs of each of the counties comprising AREA 21. The CEOs of Fairfield County and Ross County respectively are authorized to serve as CEO signatory authority for Area 21.
- B. **Comprehensive Case Management and Employment Program (CCMEP)** – A statewide initiative to improve employment and educational outcomes for low-income youth and young adults through the aligned delivery of WIOA Youth and TANF programs. Participating local workforce development boards, WIOA Youth providers, and county departments of job and family services (CDJFSs) collaborate to implement CCMEP strategies.
- C. **Fiscal Agent (AGENT):** Fairfield County, Agency for Economic and Workforce Development.
- D. **HHS: US Department of Health and Human Services.**



- E. **Infrastructure Costs:** The nonpersonnel costs necessary for the general operation of an OhioMeansJobs (aka "One-Stop") center, pursuant to WIOA Section 121(h)(4) as described in the Local Area Memorandum of Understanding and Infrastructure Agreement.
- F. **Local Area Memorandum of Understanding (MOU):** An agreement entered into by the AREA 21 workforce development board with the consent and approval of the CEOs and the OhioMeansJobs center partners in a local area. The MOU describes how the parties will provide services and share costs related to the operation of the local workforce development system in accordance with WIOA Section 121 (c).
- G. **Local WIOA Plan:** The AREA 21 local workforce development plan that describes the local workforce development system and the strategies to align services in a manner consistent with the State Combined WIOA Plan that will achieve performance goals.
- H. **Local Workforce Development Board (WDB):** The board appointed by the CEOs of AREA 21 in accordance with the membership requirements established in WIOA Section 107.
- I. **Memorandum of Understanding:** MOU entered into in accordance with WIOA Section 121.
- J. **National Dislocated Worker Grants (NDWGs):** Per WIOA Section 170, and DOL Training and Employment Guidance Letter (TEGL) 09-04, NDWGs are time-limited discretionary awards to address major economic dislocations or other events that exceed the capacity of existing formula funds and other relevant resources. There are two types of NDWGs:
  - 1. **Employment Recovery NDWG:** Provides resources to states and other eligible applicants to respond to major economic dislocations, such as large, unexpected layoff events that cause significant job losses.
  - 2. **Disaster Recovery NDWG:** Creates temporary employment for eligible individuals to assist with cleanup, recovery, and humanitarian efforts in areas impacted by an emergency or disaster, including health emergencies, declared eligible for public assistance by the Federal Emergency Management Agency (FEMA) or declared in writing to be a situation of national significance by a federal agency with authority or jurisdiction over the response to the event.
- K. **Ohio Department of Job and Family Services (ODJFS):** The administrative department of the Ohio state government responsible for supervising the state's public assistance, workforce development, unemployment compensation, child and adult protective services, adoption, child care, and child support programs.
- L. **OhioMeansJobs Center (OMJC):** The physical site(s) in which the AREA 21 programs, services, and activities are made available to individuals and to employers. The OhioMeansJobs centers are also referred to as "One-Stops".
- M. **ORC:** Ohio Revised Code
- N. **Ohio Works First (OHIO WORKS):** Time-limited cash assistance payments to eligible families under the Ohio TANF program administered by county job and family services agencies.
- O. **Ohio Works First Incentive Program:** ODJFS incentive payments to local areas that place current and certain former Ohio Works First recipients into unsubsidized employment.
- P. **Local Partners:** The WIOA Section 121 (b) one-stop partners.
- Q. **SUBGRANTEE:** For purposes of this Sub-Grant Agreement PICKAWAY COUNTY



- R. **SUBGRANTOR:** For purposes of this Sub-Grant Agreement FAIRFIELD COUNTY, AGENCY FOR ECONOMIC AND WORKFORCE DEVELOPMENT
- S. **USDOL Training Employment Guidance Letter (TEGL):** Policy guidance issued by the USDOL.
- T. **USDOL Employment and Training Administration: USDOL ETA.**
- U. **Workforce Development Activity:** As defined in ORC 6301.01, a program, grant, or other function with the primary goal to achieve one (1) or more of the following:
  - 1. Help individuals, maximize their employment opportunities;
  - 2. Help employers gain access to skilled workers;
  - 3. Help employers retain skilled workers;
  - 4. Help develop or enhance the skills of incumbent workers;
  - 5. Improve the quality of the state's workforce;
  - 6. Enhance the productivity and competitiveness of the state's economy.
- V. **Workforce Innovation and Opportunity Act Policy Letters (WIOAPLs):** ODJFS' interpretation of WIOA rules and regulations
- W. **US Department of Labor: USDOL**

#### ARTICLE I. PURPOSE OF THE SUBGRANT

- A. The purpose of this Agreement is to define the roles and responsibilities of the parties and to identify the terms, conditions, and requirements for the administration and use of the Sub-grant funds authorized under this Agreement for workforce development activities in PICKAWAY COUNTY.
- B. SUBGRANTEE, PICKAWAY COUNTY agrees to expend the funds provided under this Agreement and deliver programs for workforce development activities in accordance with the terms of this Agreement and applicable federal, state, and ODJFS requirements including, but not limited to those prescribed in:
  - 1. The federal laws that authorize the expenditure of funds for each program identified in the table included in the Recitals of this Agreement.
  - 2. WIOA and the regulations promulgated thereunder, including USDOL TEGLS.
  - 3. The Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, at 2 CFR 200 et al as modified by 2 CFR 2900 USDOL exceptions and, as applicable, the HHS exceptions at 45 CFR 75.
  - 4. Section 5101:9-31-01 of the Ohio Administrative Code (OAC).
  - 5. The Local WIOA Plan, the Regional Plan (if applicable), and the State WIOA Plan.



6. The applicable sections of ORC Chapters 307, 330, 5101 and 6301.
  7. As applicable, the approved state plan for the Temporary Assistance for Needy Families (TANF) developed pursuant to 42 USC 602.
  8. The terms and conditions of each federal grant award including any amendments.
  9. All federal and state confidentiality provisions including, but not limited to those listed in Article XIV of this Agreement.
  10. Any Executive Orders issued by the President of the United States or by the Ohio Governor.
  11. DOL and HHS Guidance Letters.
  12. ODJFS Policies, Guidance Letters, and Procedure Manuals.
  13. Approved statutory waivers for WIOA funds.
  14. The applicable provisions of the current appropriations act.
  15. Approved performance measures and negotiated standards.
  16. Terms, conditions, and instructions included in allocation letters.
  17. The Local Area MOU.
- C. SUBGRANTOR designates the Area 21 Executive Director of the Fairfield County Agency for Economic Development and Workforce, to serve as their representative for the purposes of:
1. All communications between SUBGRANTOR and SUBGRANTEE including requests for amendments to this Sub Grant Agreement.
  2. Requests and instructions concerning the performance of activities described in this Agreement.
- D. SUBGRANTOR and SUBGRANTEE documents and agreements shall be executed by an official authorized to bind each entity, respectively, and their authority shall be expressed through an official act such as a resolution, motion, or similar action.
- E. Expenditure of Public Funds for Offshore Services—Executive Order Requirements
1. Pursuant to Governor's Executive Order 2011-12K Governing the Expenditure of Public Funds on Offshore Services, SUBGRANTEE agrees that activities and programs to be provided under this Sub-grant Agreement shall not be accomplished or supported through work performed outside of the United States and that no Sub-grant fund program or activity data will be stored outside of the United States. SUBGRANTEE and any SUBGRANTEE service providers shall complete the Standard Affirmation and Disclosure Form, **Attachment A** which shall be posted in electronic format as directed by ODJFS.
  2. SUBGRANTEE agrees to immediately notify SUBGRANTOR of any change or shift in the location(s) of services performed by SUBGRANTEE or any of their subcontractors under this Agreement, should services as described above be shifted to a location outside of the United States.



3. Termination, Sanction, Damages: SUBGRANTOR shall not be responsible for nor obligated to pay for or reimburse SUBGRANTEE for services provided under this Agreement by SUBGRANTEE or any of their subgrantees that are performed outside of the United States in violation of paragraph B Section 1 above.
4. Services performed outside of the United States, shall be considered a material breach of the Agreement and SUBGRANTOR may immediately terminate this Sub-grant Agreement upon written notice to SUBGRANTEE.

## **ARTICLE II. SUBGRANTOR AREA 21 RESPONSIBILITIES**

SUBGRANTOR will:

- A. Fund this Agreement in accordance with WIOA, other related program requirements and the terms and conditions under this Agreement.
- B. Require that OMJC's funded under this Agreement and managed and/or operated by SUBGRANTEE meet the certification criteria established by ODJFS in accordance with the schedule set by ODJFS for certification.
- C. Monitor SUBGRANTEE's performance and fiscal integrity under this Agreement to ensure compliance with WIOA, including the WIOA Section 188 non-discrimination requirements, OMB Omni-Circular found at 2 CFR Part 200 et al, the terms and conditions of any additional federal awards sub-granted by SUBGRANTOR to SUBGRANTEE.
- D. Take such action as is necessary, against SUBGRANTEE for noncompliance with federal or state requirements or restrictions related to the programs funded under this agreement pursuant to WIOA Section 184(b), ORC 5101.241, and OAC 5101:9-31-01. SUBGRANTEE may appeal proposed actions in accordance with Section D of ORC 5101.241.

## **ARTICLE III. SUBGRANTEE RESPONSIBILITIES**

SUBGRANTEE will:

- A. Assure programs are operated and resources are invested so that SUBGRANTEE meets the state adjusted performance accountability measures for SUBGRANTOR AREA 21.
- B. Comply with WIOA conflict of interest requirements and will not engage in any other activity determined by the Ohio Governor or the Governor's designee to constitute a conflict of interest.
- C. Assist in the negotiation with local partners in collaboration with SUBGRANTOR to execute an MOU in accordance with WIOA Section 121(c) and shall assure OMJC's are operated in accordance with SUBGRANTOR Area 21's approved MOU.
- D. Monitor their sub-recipient/providers if any to ensure that each entity delivers the workforce programs and activities and expends funds received for those activities in accordance with requirements described herein.
- E. Collect and provide data to SUBGRANTOR and ODJFS in accordance with ODJFS data entry and system report requirements. SUBGRANTOR shall utilize a financial management system that meets the requirements established by ODJFS and SUBGRANTOR Area 21, and shall use the ODJFS or



SUBGRANTOR Area 21 designated software programs to report financial and other data in accordance with timeframes established by ODJFS and SUBGRANTOR Area 21.

- F. Coordinate WIOA youth program services with the Comprehensive Case Management Employment Program (CCMEP) as appropriate.
- G. Participation in the Ohio Works Incentive Program.
- H. Will provide for insurance and bonding including an honesty bond in amounts appropriate to provide adequate protection against loss address liability, theft, fraud, and auto liability. All policies shall name SUBGRANTOR as an additional insured. SUBGRANTEE shall provide certificates of insurance that will provide notice to SUBGRANTOR in the event the policies are cancelled or terminate.
- I. Enter into and execute contracts and sub-agreements with any private and/or public entities providing program activities and / or that receive funds provided to SUBGRANTEE by SUBGRANTOR. Agreements entered into shall be in accordance with ORC 305.25 and ORC 5705.41, as applicable.
- J. Use WIOA funds in accordance with ORC Section 5101.9-7-04.

#### **ARTICLE IV. EFFECTIVE DATE OF THE SUBGRANT**

- A. This Agreement will be in effect from July 1, 2025, through June 30, 2027, unless this Agreement is suspended or terminated pursuant to ARTICLE VIII prior to the above expiration date.
- B. This Agreement is dependent upon funds being appropriated by the US Congress and the Ohio General Assembly. The Director of the Ohio Office of Budget and Management must certify that the funds are available in accordance with ORC 126.07.
- C. SUBGRANTOR may reduce the funds under this Agreement should ODJFS reduce, suspend, or terminate any allocation, reimbursement, cash draw, or other form of financial assistance. If the Ohio General Assembly, DOL, or HHS fails at any time to continue funding ODJFS for the payments due under this Agreement, this Agreement may be terminated as of the date funding expires without further obligation by SUBGRANTOR.

#### **ARTICLE V. FUNDING**

- A. With the exception of payments for the Ohio Works Incentive Program, funds provided under this Sub-grant Agreement will be allocated via electronic funds transfer (EFT) through the County Finance Information System (CFIS). An EFT will generate an alert in CFIS and ODJFS will issue a corresponding allocation letter with terms, conditions, and time periods for spending. The specific dollar amounts of the allocations will be determined by ODJFS in accordance with WIOA and the authorizing federal statutes and funding agreements for each funding source listed in the Recitals of this Agreement. Incentive payments and invoices for those payments may not exceed the amount allocated for SUBGRANTEE by SUBGRANTOR.
- B. Costs incurred under this Agreement shall not exceed the amounts specified in the allocation letters for the periods included in the allocation or the amount specified by SUBGRANTOR Area 21 for SUBGRANTEE.
- C. SUBGRANTOR Area 21 will issue incentive payments under the Ohio Works Incentive Program in accordance with the payment guidelines established by ODJFS and upon SUBGRANTEE submission of invoices completed in accordance with ODJFS specifications. Invoices must be submitted to SUBGRANTOR prior to the date that the State of Ohio PO has been closed which is



the end of the state fiscal year. SUBGRANTEE must submit final invoices for payment for each state fiscal year no later than 90 calendar days after the end date of each state fiscal year, or if earlier, the end date of this Agreement. Failure to do so will be deemed a forfeiture of any payments due under the Ohio Works Incentive Program.

- D. SUBGRANTEE agrees that funds authorized hereunder for ODJFS' proportionate share of costs as a local partner shall be spent in accordance with the MOU for the OMJC administered and/or operated by SUBGRANTEE PICKAWAY COUNTY. Funds that may be available to ODJFS to pay its share of local partner costs include: Employment Services/Wagner-Peyser; Trade Adjustment Assistance; Re-Employment Services and Eligibility Assessment; WIOA; and Disabled Veterans Outreach Program. MOU costs shall be reconciled and communicated to SUBGRANTOR and the MOU partners on at least a quarterly basis per 20 CFR 678.715 and 20 CFR 678.720.
- E. SUBGRANTEE shall maintain separate accounting records for each funding source provided under this Agreement.
- F. Indirect Cost Rate
  - 1. If SUBGRANTEE has an indirect cost rate approved by a cognizant federal agency they shall apply the indirect cost rate to the funds provided under this SUBGRANT, however if the indirect cost rate would result in administrative costs in excess of 10% being charges against the grants SUBGRANTEE shall inform SUBGRANTOR who may request that SUBGRANTEE provide any amounts in excess of 10% from non-federal funds.
  - 2. If SUBGRANTEE does not have an indirect cost rate they shall negotiate a rate with their cognizant federal agency or if they do not have a cognizant federal agency, with SUBGRANTOR. SUBGRANTOR shall secure prior approval from ODJFS for the negotiated indirect cost rate. The indirect cost rate shall be developed in accordance with 2 CFR 200 et al.
- G. SUBGRANTEE procurements of goods and services to support this agreement shall be conducted in accordance with 2 CFR 200.318 - 2 CFR 200.320 and ORC Chapter 5101:9-4-02.
- H. SUBGRANTEE will ensure prompt payment of employment-related costs including, but not limited to unemployment compensation contributions or reimbursements, insurance premiums, workers' compensation premiums, income tax deductions, social security deductions, public employment retirement system contributions, and any other employer taxes and payroll deductions required by law or contract for all employees, trainees, work experience participants, and anyone who receives monetary benefits as a result of participation in workforce development programs.
- I. SUBGRANTEE shall adopt policies and procedures designed to preserve the integrity of data collected, personally identifiable and sensitive information, records, contracts, grant funds, equipment, and tangible items.
- J. SUBGRANTEE Internal controls shall be in compliance with 2 CFR 200.303, 20 CFR 683.220, and, as applicable, the corresponding HHS provisions at 45 CFR 75.303. SUBGRANTEE shall require the same or greater compliance in the event any of the funds awarded under this Agreement are assigned or sub-contracted.
- K. SUBGRANTEE shall be responsible for cost sharing or matching requirements applicable to any of the funds awarded under this Agreement in accordance with 2 CFR 200.306, and, as applicable, 2 CFR 2900.8 and 45 CFR 75.306. This includes but is not limited to the cost sharing/matching requirements under WIOA for on-the-job training, customized training, and incumbent worker training activities.



- L. SUBGRANTEE shall maintain records of any Program Income realized as a result of SUBGRANTEE activities and shall report program income to SUBGRANTOR in accordance with WIOA Section 194(7) sufficient to determine the amount of such income received. SUBGRANTEE shall maintain records of any profit earned, including profit earned by SUBGRANTEE sub-recipients and shall report such information as may be required by ODJFS. Prior to expending any program income realized SUBGRANTEE shall submit a written request to SUBGRANTOR describing how the program income will be used. SUBGRANTEE must seek SUBGRANTOR prior approval for expenditures of any program income under this Agreement.
- M. Carryover of unspent funds related to the fiscal or program year in which they are awarded shall be governed by SUBGRANTOR. SUBGRANTEE may only charge costs resulting from obligations incurred during the funding/Agreement period unless written permission is provided by SUBGRANTOR.
- a. SUBGRANTEE, as subrecipients of federal funds, hereby expressly acknowledge obligations with respect to the funds provided under this Agreement pursuant to Subparts D and E of the OMB Omni-Circular, and, as applicable, the corresponding HHS exceptions (45 CFR 75) and DOL exceptions (2 CFR 2900), which include, but are not limited to:
- i. **Period of Performance and Availability of Funds** – Pursuant to 2 CFR 200.309, 2 CFR 200.343 and, as applicable, the corresponding HHS provisions (45 CFR 75.309) and DOL provisions (2 CFR 2900.15), SUBGRANTEE, any subrecipient(s) may charge to the award only costs resulting from obligations of the funding period specified in ARTICLE VI unless carryover of unobligated balances is permitted by the federal regulations that govern expenditures for a particular program.
- ii. **Internal Controls** – SUBGRANTEE, will ensure that an internal control structure and written policies are maintained to protect personally identifiable and sensitive information, records, contracts, grant funds, equipment, tangible items, and other information that is readily or easily exchanged in the open market that DOL, ODJFS, SUBGRANTEE, LWDB, or AGENT considers to be sensitive. SUBGRANTEE, will further ensure that subcontractors or subrecipients have effective internal control structures, written policies, and safeguards in place. Internal controls for all recipients and subrecipients of WIOA Title I and Wagner-Peyser funds must be in accordance with 2 CFR 200.303, 20 CFR 683.220, and, as applicable, the corresponding HHS provisions (45 CFR 75.303).



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- N. SUBGRANTEE shall submit a written request for approval to SUBGRANTOR prior to purchasing non-expendable personal property or equipment with a cost of Five Thousand and 00/100 Dollars (\$5,000.00) or more for grant purposes. SUBGRANTOR shall forward the request to ODJFS and shall inform SUBGRANTEE of ODJFS' decision in writing. Purchases of real property or new construction are prohibited as are loans of funds provided hereunder
- O. Title use, and disposition of real property, equipment, and supplies purchased with funds under this Agreement will be in accordance with WIOA Section 194 and the following applicable regulatory requirements:
1. Real Property – 2 CFR 200.311, or, if applicable 45 CFR 75.318.
  2. Equipment – 2 CFR 200.313, or, if applicable, 45 CFR 75.320.
  3. Supplies – 2 CFR 200.314, or, if applicable, 45 CFR 75.321.
- P. SUBGRANTEE may not use WIOA Title I funds on construction, purchase of facilities or buildings, or other capital expenditures for improvements to land or buildings.
- Q. SUBGRANTEE may not use any of the funds made available as a result of this Agreement and in accordance with 20 CFR 683.250 for:
1. The wages of incumbent employees during their participation in economic development activities provided through a statewide workforce development system.
  2. Public service employment, except as specifically authorized under WIOA Title I.
  3. Expenses prohibited under any other federal, state, or local law or regulation.
  4. Subawards or contracts with parties that are debarred suspended, or otherwise excluded from or ineligible for participation in federal programs or activities.
  5. Contracts with persons falsely labeling products as being made in America.
  6. Foreign Travel costs

## **ARTICLE VI. RECORDS AND REPORTING**

- A. SUBGRANTEE will maintain complete and accurate records sufficient to fulfill reporting requirements, to assess performance, and to permit the tracing of funds at a level that is adequate to ensure that funds have not been spent unlawfully.
- B. SUBGRANTEE will ensure that all records relevant to programs and activities funded hereunder are available during normal businesses hours and as often as needed for audit by federal and state government entities that include but are not limited to: SUBGRANTOR, DOL, HHS, the United States Comptroller General or designee, ODJFS, the Ohio Auditor of State, the Ohio Inspector General and all duly authorized law enforcement officials.
- C. SUBGRANTEE will retain all records related to funds provided hereunder in accordance with 2 CFR 200.333 through 200.337, OAC 5101:9-9-21, and all state and federal record retention



requirements for a minimum of 5 years after SUBGRANTEE receives the last allocation or payment issued under this Agreement. If an audit, litigation or similar action is initiated during this time period, the records must be retained until the action is concluded and all issues are resolved or until the end of the 5-year period, whichever is later.

- D. SUBGRANTEE acknowledges, in accordance with ORC 149.43, that financial records related to the performance of services under this Agreement are considered to be public records with the exception of wage records, those that contain personally identifiable information or otherwise deemed confidential under the federal or state laws that govern the collection and use of program information.
- E. SUBGRANTEE shall enroll and track participants and services in Ohio's designated case management system (ARIES) and the County Finance Information System (CFIS) WIOA Client Tracking. SUBGRANTEE will further ensure that information is maintained in accordance with DOL guidelines and that reports are created and submitted in the appropriate formats within the appropriate timeframes prescribed by SUBGRANTOR and ODJFS.
- F. SUBGRANTEE shall maintain records with respect to costs incurred that are otherwise allowable except for funding limitations so that they may be used in the resolution of monitoring or audit findings to the extent allowed by ODJFS, USDOL or HHS.

#### **ARTICLE VII. AUDITS OF SUBGRANTEE**

- A. If SUBGRANTEE receives in excess of \$750,000 or of the threshold for audits as established in 2 CFR 200 et al SUBGRANTEE shall conduct an organization wide audit in accordance with 2 CFR 200.501 and 45 CFR 75.501 and DOL requirements at 2 CFR 2900 as well as HHS requirements at 45 CFR 75.508. One (1) copy of the annual audit shall be sent to SUBGRANTOR and one (1) copy shall be sent to the ODJFS Office of the Chief Inspector at 30 East Broad Street, 37th Floor, Columbus, Ohio 43215, within 2 weeks of the subrecipient's receipt of any such audit report.
- B. SUBGRANTEE shall be responsible for:
  - 1. Procurement of the Audit services
  - 2. Ensuring the Audit is performed and submitted when due in accordance with 2 CFR 200.
  - 2. Preparing financial statements, including the schedule of expenditures of federal awards in accordance with 2 CFR 200.510.
  - 3. Prompt follow up and corrective action with respect to any audit findings, including preparation of a summary schedule of prior audit findings and a corrective action plan in accordance with 2 CFR 200.511.
  - 4. Providing the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the required audit.



- C. In the event of a disallowance SUBGRANTEE shall immediately repay SUBGRANTOR for any funds disallowed as a result of the Audit.
- D. As appropriate SUBGRANTEE will take prompt corrective action, including the recapture of funds when necessary, in the event of an adverse finding, sanction, or penalty as a result of their annual audit, an audit or monitoring conducted by SUBGRANTOR, ODJFS, the Ohio Auditor of State, or other entity authorized by federal or state law.

#### **ARTICLE VIII. SUSPENSION AND TERMINATION, BREACH AND DEFAULT**

- A. This Agreement may be terminated for convenience upon thirty (30) days notice to the other party in accordance with the notice requirements under this Agreement.
- B. SUBGRANTOR Area 21 may suspend or terminate this Agreement for immediately upon delivery of a written notice to SUBGRANTEE if:
  - 1. SUBGRANTOR's funding is de-obligated or reduced such that SUBGRANTOR cannot continue to sustain the programs provided for under this Agreement. This determination shall be made at the sole discretion of SUBGRANTOR.
  - 2. SUBGRANTEE is cited for an illegal activity in an audit, review or monitoring.
  - 3. SUBGRANTEE has violated any provision of this Agreement
- C. In the event of a violation of this Agreement SUBGRANTOR may suspend this Agreement and:
  - 1. Temporarily withhold cash payments pending correction of the deficiency by SUBGRANTEE.
  - 2. Disallow all or part of the cost of the activity or action not in compliance SUBGRANTOR may reduce any outstanding invoice by the amount disallowed and/or inform ODJFS to reduce any request for funds in the amount of the disallowance.
  - 3. Wholly or partly suspend or terminate the federal award.
  - 4. Submit a recommendation to ODJFS to be transmitted to the federal awarding agency for the initiation of suspension or debarment proceedings authorized under 2 CFR 180.
  - 5. Take other remedies that may be legally available.
- D. Upon receipt of a notice of suspension or termination SUBGRANTEE will:
  - 1. Cease the performance of the suspended or terminated Sub-grant activities under this Agreement, and
  - 2. Take all necessary steps to limit disbursements and minimize costs that include, but are not limited to, the suspension or termination of all contracts and subcontracts related to the suspended or terminated Subgrant activities, and



3. Prepare and submit a report to SUBGRANTOR Area 21, as of the date that funding expires, that describes the status of all Subgrant activities and includes details of all Subgrant activities performed and the results of those activities, and
  4. Perform any other tasks that Area 21 or ODJFS requires.
- E. In the event of a breach or default by SUBGRANTEE of any of their obligations, or duties under this Agreement, SUBGRANTOR Area 21 may exercise any administrative, contractual, equitable, or legal remedy available, without limitation.
- F. A waiver by SUBGRANTOR of any occurrence of breach or default is not a waiver of subsequent occurrences and the waiver will be limited to that particular occurrence only.

#### ARTICLE IX. NOTICES

- A. All notices, demands, requests, consents, approvals, and other communications required under this Agreement shall be in writing and shall be deemed effective upon hand delivery, or delivery by facsimile, with accurate confirmation generated by the transmitting facsimile machine, at the address or number designated *below* if delivered on a business day during normal business hours or mailed registered or certified, return receipt requested, postage prepaid, or delivered by reputable air courier service with charges prepaid or other delivery method that documents actual delivery to the appropriate address herein indicated.
- B. SUBGRANTOR and SUBGRANTEE agree to respond to all communications and requests within ten (10) days of their receipt.
- C. Notices to SUBGRANTOR shall be addressed to the Director of the Fairfield County Agency for Economic and Workforce Development at 210 E. Main St., Ste. 407, Lancaster, OH, 43130
- D. Notices to SUBGRANTEE shall be addressed to \_\_\_\_\_
- \_\_\_\_\_

#### ARTICLE X. AMENDMENT AND SUBGRANTS

- A. This document constitutes the entire agreement between SUBGRANTOR and SUBGRANTEE.
- B. Any amendments to laws or regulations cited herein following the date of execution of this Agreement, including the terms and conditions of the federal grants issued by the DOL or HHS shall apply to this Agreement without the necessity to execute a written amendment.
- B. **Subawards**
1. **Subgrants** – Any subgrant by SUBGRANTEE to a service provider shall be made in accordance with 2 CFR 200.201 and, if applicable, corresponding HHS exceptions, 45 CFR 75.352.



2. **Suspension and Debarment** – In accordance with 2 CFR 200.205, 2 CFR Part 2998, and 45 CFR 75.213, SUBGRANTEE shall not make any award to any party that is debarred or suspended under 2 CFR Part 180.
3. **Procurement** – SUBGRANTEE shall ensure that any subrecipients maintain a procurement system for purchases of goods and services paid for with funds provided under the SUBGRANT in compliance with OAC rule 5101:9-4-02, as well as the federal procurement standards prescribed in 2 CFR 200.318 – 2 CFR 200.320, 2 CFR 415.1 and 45 CFR 75.327 – 45 CFR 75.335. In the event of conflict between federal, state, and local requirements, the most restrictive requirements shall apply.
4. SUBGRANTEE shall ensure that each of their Subgrant Agreements with their subrecipients includes:
  - a. Identification of the federal award(s) received pursuant to 2 CFR 200.331(a)(1).
  - b. Adherence to the requirements of the applicable federal statutes, regulations and the terms and conditions of the grant funds made available through the subgrant.
  - c. Any additional SUBGRANTOR requirements imposed on SUBGRANTEE.
  - d. The approved federally recognized indirect cost rate or a negotiated rate between SUBGRANTEE and their subrecipient which can be the de minimis indirect cost rate as defined in 2 CFR 200.414;
  - e. SUBGRANTOR access to the subrecipient's records and financial statements
  - f. Appropriate terms and conditions concerning closeout of the subaward.
  - g. A requirement for a CFR 200 Subpart F audit is conducted as appropriate.
5. SUBGRANTEE shall evaluate the following conditions before awarding the subgrant:
  - a. The subrecipient's prior experience with the same or similar subawards
  - b. The results of previous audits including a 2 CFR Audit, and the extent to which the same or similar subaward has been audited as a major program
  - c. Whether the subrecipient has new personnel or new or substantially changed systems
  - d. Any monitoring reports
6. SUBGRANTEE shall monitor all Subgrant activities, if any, to ensure compliance with all applicable federal requirements, including 2 CFR 200.327, 200.328, 200.330, 200.331, and DOL exceptions at 2 CFR part 2900 and HHS exceptions, 45 CFR 75.342 as well as review subaward performance. Monitoring must include:
  - a. Review of financial and performance reports required by SUBGRANTOR.



- b. Follow-up to ensure that the subrecipient corrects all deficiencies pertaining to the subgrant detected through audits, desk and on-site reviews.
  - c. Issuance of a report including any findings and required corrective action.
  - d. Training and technical assistance to subrecipient on program-related matters;
  - e. Performance of on-site reviews of the subrecipient's program operations; and
  - f. agreed-upon-procedures engagements as described in 2 CFR 200.425.
7. Consider whether the results of the subrecipient's audits, on-site reviews, or other monitoring indicate conditions that necessitate adjustments to the pass-through entity's own records.
8. Consider taking enforcement action against noncompliant subrecipients as described in 2 CFR 200.338 for noncompliance of this part and in program regulations.

#### **ARTICLE XI. CERTIFICATION OF COMPLIANCE WITH SPECIAL GRANT CONDITIONS**

- A. SUBGRANTEE certifies to the below described conditions. To the extent SUBGRANTEE was in violation or non-compliant with any of the below certifications at the time of entry into this Agreement they shall be obligated to return all funds received under this Agreement. In all other instances SUBGRANTEE will be entitled to compensation only for activities performed during the time the parties were in compliance with the certifications listed herein.
- 1. SUBGRANTEE certifies that neither SUBGRANTEE nor any of its principals, subrecipients or subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any Federal department or agency.
  - 2. SUBGRANTEE certifies and affirms that within the three (3) years preceding this agreement neither SUBGRANTEE nor any of its principals, or subrecipients or subcontractors:
    - a. Have been convicted of, or had a civil judgment rendered against them
      - i. For commission of fraud or other criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract
      - ii. For violation of federal or state antitrust statutes
      - iii. For commission of embezzlement, theft, forgery, bribery, falsification or destruction of records
      - iv. For making false statements, or
      - v. For receiving stolen property;



- b. Are presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) for the commission of any of the offenses listed in paragraph "a" above and have not had any contracts with Federal, State, or local governmental entities terminated for cause or default.
  3. SUBGRANTEE agrees to disclose to SUBGRANTOR in writing to Area 21 all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award pursuant to 2 CFR 200.113.
- B. SUBGRANTEE affirms that they and any and all subrecipients and subcontractors have all of the approvals, licenses, or other qualifications needed to conduct business in Ohio and all are licenses are current. If at any time during the Agreement period SUBGRANTEE, or any subrecipients or subcontractors, for any reason, become disqualified from conducting business in the Ohio, SUBGRANTEE will immediately notify SUBGRANTOR in writing and will take measures to ensure that the disqualified party immediately ceases performance of Subgrant activities.
- C. SUBGRANTEE affirms that SUBGRANTEE, its principals, subrecipients and subcontractors are not subject to a finding for recovery under ORC 9.24, or it has taken the appropriate remedial steps required, or otherwise qualifies under ORC 9.24 to contract with SUBGRANTOR Area 21 a subrecipient of the State of Ohio.
- D. Fair Labor Standards and Employment Practices.
  1. SUBGRANTEE certifies that it is in compliance with all applicable federal and state laws, rules, and regulations governing fair labor and employment practices.
  2. SUBGRANTEE certifies that neither they, nor their principals or any of their subrecipients or subcontractors are on the most recent list established by the Ohio Secretary of State, pursuant to ORC 121.23, which would identify SUBGRANTEE or a subrecipient as having more than one (1) unfair labor practice.
- E. Non-Discrimination
  1. SUBGRANTEE, and their officers, employees, subrecipients and subcontractors shall comply with The Americans with Disabilities Act of 1990, as amended and Section 504 of the Rehabilitation Act of 1973, as amended.
  2. SUBGRANTEE shall comply with WIOA Section 188 and shall not discriminate against any employee or applicant for employment because of race, color, religion, gender, national origin, military status, disability, age, genetic information, or sexual orientation, in making any of the following employment decisions: hiring, layoff, termination, transfer, promotion demotion, rate of compensation, and eligibility for in-service training programs. SUBGRANTEE shall collect and maintain such data as is necessary to show compliance with the foregoing nondiscrimination provisions of WIOA Section 188 and this Paragraph 2 and will incorporate these requirements in all of its subgrants or subcontracts for the workforce development activities funded hereunder.
  3. SUBGRANTEE shall post EEO and other federal and state non-discrimination posters citing the EEO laws in conspicuous places accessible to employees and applicants for employment.



4. SUBGRANTEE shall comply with Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. § 2000d et seq.), the Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.) and all provisions required by the implementing regulations of HHS and USDOL. SUBGRANTEE shall require all entities with which it subgrants and contracts to incorporate this Section in all its existing agreements and contracts that are funded in whole or in part with funds from the USDOL or HHS, and shall further require those entities to incorporate the above language in all future agreements and contracts with other entities.

F. Conflict of Interest and Nepotism

1. SUBGRANTEE certifies that it has not violated WIOA or State of Ohio ethics and conflict of interest laws, including the Governor's Executive Order 2011-03K in obtaining the award made available under this Agreement.
2. In accordance with 20 CFR 683.200, SUBGRANTEE shall assure that no individual may be placed in a WIOA employment activity if a member of that person's immediate family is directly supervised by or directly supervises that individual.
3. To the extent that an applicable state or local legal requirements regarding nepotism is more restrictive than 20 CFR 683.200, the state or local requirement shall be followed.
4. SUBGRANTEE certifies that it did not exert undue influence upon any SUBGRANTOR board member or employee with respect to their vote to award the funds under this Agreement to SUBGRANTEE.
5. SUBGRANTEE, their officers, and employees, shall not acquire any interest, whether personal, business, direct or indirect, that is incompatible, in conflict with, or would compromise the discharge and fulfillment of SUBGRANTEE's functions and responsibilities under this Agreement and to disclose any such the interest in writing to SUBGRANTOR.
6. SUBGRANTEE shall establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
7. SUBGRANTEE certifies, by executing this Agreement, that no party who holds a position listed or described in ORC 3517.13 (I) or (J), has made, while in such position, one (1) or more personal monetary contributions in excess of \$1,000.00 to SUBGRANTOR's elected officials campaigns or to the current Governor or to the Governor's campaign committee when the Governor was a candidate for office within the previous 2 calendar years.

- G. SUBGRANTEE shall comply with WIOA Section 195 with respect to prohibitions against lobbying and shall refrain from using WIOA funds for publicity or propaganda, the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat a candidate or the enactment of legislation before Congress or any State or local legislature or legislative body, or any proposed



or pending regulation, administrative action, or order issued by the executive branch of State or local government.

1. SUBGRANTEE shall not use WIOA funds to pay the salary or expenses of a lobbyist, or influence the enactment or issuance of legislation, appropriations, regulations, administrative action, or an Executive order proposed or pending before Congress or any State government, or a State or local legislature or legislative body.
  2. SUBGRANTEE shall not use federal funds to influence, attempt to influence, or otherwise lobby Congress or any federal agency in connection with any contract, grant, cooperative agreement, or loan.
  3. SUBGRANTEE shall comply with all lobbying restrictions, including 31 USC 1352, 2 USC 1601, 29 CFR 93, and any other federal law or rule pertaining to lobbying and if SUBGRANTEE receives funds in excess of One Hundred Thousand and 00/100 (\$100,000.00), SUBGRANTEE will execute Standard Form-LLL, "Disclosure Form to Report Lobbying," and shall include the language of this certification in all subawards, subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements.
  4. SUBGRANTEE shall comply with the Ohio executive agency lobbying restrictions contained in ORC 121.60 to 121.69.
- H. SUBGRANTEE agrees to cooperate with ODJFS and any child support enforcement agency in ensuring that SUBGRANTEE, their employees, and subrecipients and subcontractors meet child support obligations established by state and federal law including present and future compliance with any court or valid administrative order for the withholding of support issued pursuant to the applicable sections of ORC Chapters 3119, 3121, 3123, and 3125.
- I. If any activities funded hereunder call for services to minors, SUBGRANTEE, agrees to comply with the Pro-Children Act of 1994, 45 CFR 98.13, that requires smoking to be banned in any portion of any indoor facility owned, leased, or contracted by an entity that will routinely or regularly use the facility for the provision of health care services, day care, library services, or education to children under the age of 18.
- J. SUBGRANTEE, their officers, employees, subrecipients and/or any independent contractors associated with this Agreement agree to comply with 29 CFR 94 and all other applicable state and federal laws regarding a drug-free workplace and to make a good faith effort to maintain a drug-free workplace. SUBGRANTEE shall make a good faith effort to ensure that none of their officers, employees, members, and subrecipients or subcontractors will purchase, transfer, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way while working or while on public property.
- K. SUBGRANTEE agrees not to discriminate against individuals who have or are participating in any work program administered by any county department of Job and Family Services under ORC Chapters 5101 or 5107.
- L. To the extent possible, SUBGRANTEE agrees to provide priority of service to veterans and covered spouses for any qualified job training program as required under the Jobs for Veterans Act 38 USC 4215, as implemented by 20 CFR 1010.



- M. To the greatest extent practicable, per WIOA Section 502, SUBGRANTEE agrees to use funds provided hereunder to purchase American made equipment and products.
- N. Per WIOA Section 194(15), SUBGRANTEE agrees to comply with all salary and bonus limitations.
- O. SUBGRANTEE agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the United States Environmental Protection Agency (USEPA) and ODJFS. SUBGRANTEE agrees to comply with all applicable standards, orders or regulations issued pursuant to the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act in accordance with 42 USC 6201. Violations must be reported to the Federal awarding agency and the Regional Office of the USEPA and ODJFS.
- P. SUBGRANTEE will comply with the reporting requirements found in Appendix A of The Transparency Act (2 CFR 170).
- Q. As applicable SUBGRANTEE will comply with the provision of 2 CFR, Subtitle A, Chapter I, and Part 25 regarding Central Contractor Registration and Universal Identifier Requirements.
- R. SUBGRANTEE shall comply with 22 USC 7104(g), Trafficking Victims Protection Act of 2000, as amended, and shall insert this prohibition into any subaward or subcontract.
- S. SUBGRANTEE shall adopt and enforce on-the-job seat belt policies and programs for their employees when operating vehicles, whether organizationally owned or rented or personally owned.
- T. Pursuant to Presidential Executive Order 13513: Section 4, *Text Messaging While Driving by Government Contractors, Subcontractors, and Recipients and Subrecipients*, SUBGRANTEE, and all subcontractors and subrecipients paid with funds provided hereunder shall adopt and enforce policies that ban text messaging while driving company-owned or rented vehicles or government-owned or government-leased, or government-rented vehicles when on official government business or when performing any work for or on behalf of the government, and to conduct initiatives of the type described in Section 3(a) of the Executive Order.
- U. SUBGRANTEE certifies that they are in compliance with all other applicable federal and state laws, regulations, and rules and will require the same certification from its subgrantees or subcontractors.
- V. SUBGRANTEE shall comply with WIOA Section 188(a)(3) which prohibits the use of funds to employ participants to carry out the construction, operation, or maintenance of any part of any facility used for sectarian instruction or as a place for religious worship.
  - 1. Participants may be trained in religious activities only when the assistance is provided indirectly within the meaning Establishment Clause of the United States Constitution or for the of maintenance of facilities that are not primarily used for instruction or worship and are operated by organizations providing services to WIOA participants.



2. SUBGRANTEE shall comply with requirements for equal treatment of religious organizations and protection of the religious liberty of DOL social service providers and beneficiaries.

## **ARTICLE XII: CONFIDENTIALITY**

- A. To the extent that SUBGRANTOR can grant SUBGRANTEE access to confidential and /or protected data covered by this paragraph, sub paragraphs 1 – 23, SUBGRANTEE shall adhere to
  1. WIOA Section 185(a)(4)(B), codified at 29 USC 3245(a)(4)(B).
  2. WIOA Section 501 which provides for the protection of student records and prohibits the creation of a national database containing personally identifiable information.
  3. The Privacy Act (5 USC 552a).
  4. 7 USC 2020(e)(8).
  5. The Family Educational and Privacy Rights Act, which provides for the protection of student records, 20 USC 1232g, and WIOA Sections 102(b)(2)(C)(v)(III), 116(i)(3), 122(d)(4), and 501(a)
  6. 29 USC 701(a)(4) and (c)(2) and 29 USC 751.
  7. 20 CFR 603 providing for the confidentiality and limitations on disclosure of state Unemployment Compensation information.
  8. 29 CFR 71.14(a)(2) and (c) regarding the use of non-public information.
  9. 34 CFR 361.38 which applies to the protection, use and release of personal information of Vocational Rehabilitation Services participants.
  10. ORC 149.43(A)(1), lists records that are exempted from treatment as public records.
  11. ORC 149.431 as applicable to records of governmental or nonprofit organizations receiving governmental funds.
  12. ORC 1347.01(E).
  13. ORC 1347.12 regarding disclosure of security breach of computerized personal information data.
  14. ORC 3304.21 regarding use of information relative to participants of programs administered by Opportunities for Ohioans with Disabilities.



15. ORC 4141.21, 4141.22, and 4141.99 regarding use and disclosure of Unemployment Compensation records.
  16. ORC 5101.27 Restricting Disclosure of identifying information regarding public assistance applicants and recipients.
  17. OAC 5101:1-1-03 regarding confidentiality of TANF applicant/recipient information.
  18. OAC 5101:1-1-36. IEVS.
  19. OAC 5101:4-1-13(C) regarding confidentiality of SNAP applicant/recipient information.
  17. OAC 5101:9-9-21(H)(3) and 5101:9-9-25.1. Requiring county family services and workforce agencies to safeguard and protect all applicant and recipient information and federal tax information, in accordance with state and federal laws and regulations.
  20. OAC Sections 5101:9-22-15 and 5101:9-22-16 regarding release of and access to confidential personal information.
  21. OAC 4141-43-01 and 4141-43-02 regarding confidentiality and permissible uses and disclosures of employment and training information, wage information, employer information, and unemployment claimant information.
  22. OAC 3304-2-63 regarding use of information relative to participants of Ohio's Vocational Rehabilitation Programs.
  23. USDOL TEGL 39-11, "Guidance on the Handling and Protection of Personally Identifiable Information," June 28, 2012.
- B. In the event SUBGRANTEE enters into a sub agreement with a third party subgrantee shall make a determination regarding whether data identified as confidential will be collected or accessed by subgrantee and whether the applicable federal and state confidentiality rules governing the data allows disclosure to the prospective third party subgrantee. In such instance SUBGRANTEE shall include all the provisions listed in Article XII paragraph A sub-paragraphs 1 - 23 in any agreements with the third party subgrantee.
- C. SUBGRANTEE shall ensure that no ODJFS confidential information is disclosed to third parties or to unauthorized individuals without the express written consent of SUBGRANTOR and ODJFS.
- D. SUBGRANTEE shall ensure that the collection and use of any information, systems, or records that contain confidential data will be limited to purposes of the specific programs and activities to which the data pertains or for which the data was generated or collected.
- E. SUBGRANTEE shall ensure that access to software systems and files under its control containing confidential information will be limited to authorized staff members who are assigned responsibilities in support of the program or service to which the data pertains and who must access the information to perform those responsibilities. SUBGRANTEE



expressly agrees to take measures to ensure that no confidential information is accessible by unauthorized individuals.

- F. SUBGRANTEE shall maintain a current list of staff members who are authorized to access confidential information and will identify the types of data and data sources that the authorized staff members will be permitted to access.
- G. SUBGRANTEE will ensure that all staff members authorized to access confidential data are aware of the requirements and restrictions that pertain to the data and the penalties for disclosure or misuse.

### ARTICLE XIII. MISCELLANEOUS PROVISIONS

- A. **Limitation of Liability:** To the extent permitted by law, SUBGRANTOR Area 21 agrees to be liable for any and all of its own negligent actions. To the extent permitted by law, SUBGRANTEE agrees to be liable for any and all of its own negligent actions. In no event will either party be liable for any indirect or consequential damages, even if either party to this Agreement knew or should have known of the possibility of such damages. This provision DOES NOT relieve SUBGRANTEE from exclusive and one hundred percent (100%) liability for the misuse, mismanagement and/or non-compliant use of WIOA funds made available to SUBGRANTEE under this Agreement.
- B. **Choice of Law; Venue; Partial Invalidity:** This Agreement will be governed, construed, and enforced in accordance with the laws of the State of Ohio. Should any portion of this Subgrant Agreement be found unenforceable by operation of statute or by administrative or judicial decision, the remaining portions of this Subgrant Agreement will not be affected as long as the absence of the illegal or unenforceable provision does not render the performance of the remainder of this Agreement impossible. Venue for any action brought in connection with this agreement shall be in Fairfield County.
- C. **Construction:** Nothing in this Agreement is to be construed to provide an obligation for any amount or level of funding, resources, or other commitment by SUBGRANTOR to SUBGRANTEE. Nothing in this Agreement is to be construed to provide a cause of action in any state or federal court or in an administrative forum against SUBGRANTOR Area 21 or Fairfield County, or any of its elected officials, officers, workforce board members or employees.
- D. **Liens:** SUBGRANTEE shall not permit any lien or claim to be filed or prosecuted against SUBGRANTOR Area 21 because of any labor, services, or materials furnished. If SUBGRANTEE fails, neglects, or refuses to make prompt payment of any claims for labor, services, or materials furnished to SUBGRANTEE in connection with this Agreement, SUBGRANTOR may at their discretion, but not under any obligation, pay those claims and charge the amount of payment against the funds due or to become due to SUBGRANTEE under this Agreement.
- E. **Delay:** Neither SUBGRANTOR nor SUBGRANTEE will be liable for any delay in its performance that arises from causes beyond its control and without its negligence or fault. The delaying party will notify the other promptly of any material delay in performance and will specify in writing the proposed revised performance date as soon as practicable after notice of delay. The delaying party must also describe the cause of the delay and its proposal to remove or mitigate the delay. Notices will be sent pursuant to ARTICLE IX. In



the event of excusable delay, the date of performance or delivery of products may be extended by amendment, if applicable, for a time period equal to that lost due to the excusable delay. Reliance on a claim of excusable delay may only be asserted if the delaying party has taken reasonable steps to mitigate or avoid the delay. Items that are controllable by any subcontractor or subrecipient of SUBGRANTEE will be considered controllable by SUBGRANTEE except for third-party manufacturers supplying commercial items and over whom SUBGRANTEE has no legal control. The final determination of whether an instance of delay is excusable lies with SUBGRANTOR Area 21 in its discretion.

#### G. Intellectual Property

1. **Infringement of Patent or Copyright:** To the extent allowable by law and subject to ORC 109.02, SUBGRANTEE agrees to indemnify SUBGRANTOR and to defend any suit or proceeding brought against SUBGRANTOR Area 21, any elected official, officer, workforce board member or employee of SUBGRANTOR acting in his or her official capacity, or Fairfield County due to any alleged infringement of patent or copyright arising out of performance of this Agreement, including all work, services, materials, reports, studies, and computer programs provided by SUBGRANTEE. SUBGRANTOR Area 21 will provide prompt written notification of such suit or proceeding to SUBGRANTEE as appropriate. SUBGRANTOR Area 21 may participate in the defense of any such action. SUBGRANTEE agrees to pay all damages and costs awarded against SUBGRANTOR Area 21, any elected official, workforce board member, officer or employee of SUBGRANTOR or Fairfield County as a result of any suit or proceeding referred to in this Section. If any materials, reports, or studies provided by SUBGRANTEE are found to infringe trademark or copyright or patent rights SUBGRANTEE at its own expense and option may procure the right to publish or continue use of materials, reports, or studies in question or replace them with non-infringing items of equal value; or modify them so that they no longer infringe a trademark, copyright or patent. SUBGRANTEE obligations under this paragraph shall survive the termination of this Agreement.
2. SUBGRANTOR, ODJFS and the Federal Government shall be granted a paid-up, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use for federal, State and SUBGRANTOR purposes:
  - a. The copyright in all products developed with funds provided hereunder, including a subgrant or subcontract to this Agreement; and
  - b. Any rights of copyright to which SUBGRANTEE, or a subrecipient or subcontractor purchases ownership under an award (including but not limited to: curricula, training models, technical assistance products, and any related materials). Such uses include, but are not limited to the right to modify and distribute such products worldwide by any means, electronically or otherwise. Federal funds may not be used to pay any royalty or licensing fee associated with such copyrighted material, although they may be used to pay costs for obtaining a copy which is limited to the developer/seller costs of copying and shipping. If revenues are generated through selling products developed with grant funds, including intellectual property, these revenues



shall be deemed program income. Program income shall added to the grant and must be expended for allowable grant activities.

3. If applicable, the following shall be affixed to all products developed in whole or in part with grant funds:

*"This workforce solution was funded by a grant awarded by the U.S. Department of Labor's Employment and Training Administration. The solution was created by subgrantee and does not necessarily reflect the official position of the U.S. Department of Labor. The Department of Labor makes no guarantees, warranties, or assurances of any kind, express or implied, with respect to such information, including any information on linked sites and including, but not limited to, accuracy of the information or its completeness, timeliness, usefulness, adequacy, continued availability, or ownership. This solution is copyrighted by the institution that created it. Internal use, by an organization and/or personal use by an individual for non-commercial purposes, is permissible. All other uses require the prior authorization of the copyright owner."*


- H. **Risk Assessment.** In accordance with 2 CFR 200.331 and 2 CFR 200.207, ODJFS as a pass-through entity evaluates SUBGRANTOR and SUBGRANTOR may evaluate SUBGRANTEE's risk of noncompliance with federal statutes, regulations, and the terms and conditions of the subaward. If deemed required, SUBGRANTEE agrees to comply with specific conditions and monitoring requirements posed by SUBGRANTOR or ODJFS to ensure proper accountability and compliance with program requirements and achievement of performance goals.
- I. **Counterpart Language.** This Agreement may be executed in one (1) or more than one (1) counterparts and each executed counterpart will be considered an original, provided that such counterpart is delivered to the other party by facsimile, mail courier or electronic mail, all of which together will constitute one (1) and the same agreement.

Signature Page Follows:  
Remainder of page intentionally left blank




## SIGNATURE SHEET

County Commissioner Name Printed:

Jay Wipfel  
County Commissioner Signature

County Commissioner Name Printed:

Harold Henson  
County Commissioner Signature

County Commissioner Name Printed:

Gary Schirer  
County Commissioner Signature

County Commissioner Name Printed:

County Commissioner Signature

County Commissioner Name Printed:

County Commissioner Signature

County Commissioner Name Printed:

County Commissioner Signature

Agency Director Name Printed:

Nicholas TatmanAgency Director Signature

Area 20 Director Name Printed:

Area 20 Director Signature



Prosecutor's Approval Page

Resolution No.

A resolution to authorize the approval of the OMJ Center contract between Pickaway County Job and Family Services and the Fairfield County Board of County Commissioners.

(Fairfield County Economic & Workforce Development)

Approved as to form on 7/22/2025 5:35:27 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. 2025-07.29.i

A resolution to authorize the approval of the OMJ Center contract between Pickaway County Job and Family Services and the Fairfield County Board of County Commissioners.

(Fairfield County Economic & Workforce Development)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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



**A resolution to appropriate from unappropriated in a major expenditure object category County Engineer 2024-Motor Vehicle for contractual services**

**WHEREAS**, additional appropriations are needed in the major expenditure object category for 2024 Motor Vehicle and

**WHEREAS**, appropriate from unappropriated will allow proper accounting in the major expenditure object category.

---

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

---

**Section 1.** The Fairfield County Board of Commissioners appropriate from unappropriated into the following category:

\$25,000.00	16202401-Contractual Services
-------------	-------------------------------

---

Prepared by: Julie Huggins  
cc: Engineer



**A resolution to appropriate from unappropriated in a major expenditure object category County Engineer 2024-Motor Vehicle for contractual services**

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

16202401-534000      \$25,000.00

Prepared by: Julie Huggins  
cc: Engineer



Signature Page

Resolution No. 2025-07.29.j

A resolution to appropriate from unappropriated in a major expenditure object category County Engineer 2024-Motor Vehicle for contractual services

(Fairfield County Engineer)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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



**A resolution to appropriate from unappropriated in a major expenditure object category County Engineer 2024-Motor Vehicle for contractual services**

**WHEREAS**, additional appropriations are needed in the major expenditure object category for 2024 Motor Vehicle and

**WHEREAS**, appropriate from unappropriated will allow proper accounting in the major expenditure object category.

---

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

---

**Section 1.** The Fairfield County Board of Commissioners appropriate from unappropriated into the following category:

\$50,000.00	16202406-Contractual Services
-------------	-------------------------------

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Prepared by: Julie Huggins  
cc: Engineer



**A resolution to appropriate from unappropriated in a major expenditure object category County Engineer 2024-Motor Vehicle for contractual services**

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

16202406-530000      \$50,000.00

Prepared by: Julie Huggins  
cc: Engineer



Signature Page

Resolution No. 2025-07.29.k

A resolution to appropriate from unappropriated in a major expenditure object category County Engineer 2024-Motor Vehicle for contractual services

(Fairfield County Engineer)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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



**A resolution to request for appropriations for additional unanticipated receipts of memo receipts and memo expenses for fund 2050 for annual inspections, repairs, and maintenance in various subdivisions as of 07/23/2025.**

**WHEREAS,** The Fairfield County Engineer has been expending funds from the Motor Vehicle fund for administrative costs attributable to the drainage repairs; and

**WHEREAS,** The Drainage Maintenance fund has received funds from the assessments to cover these administrative costs which have been deposited into the drainage maintenance fund as required; and

**WHEREAS,** it is necessary for the Motor Vehicle fund to recover the costs of these administrative and supply expenses from the drainage maintenance fund; and

---

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

---

**Section 1.** Request that the Fairfield County Board of Commissioner Appropriate from Unappropriated funds in the amount of \$12,034.67 into the following category:

\$652.84	30205700-Contractual Services
\$186.68	30234800-Contractual Services
\$171.27	30241300-Contractual Services
\$304.55	30246400-Contractual Services
\$573.30	30249600-Contractual Services
\$780.15	30251300-Contractual Services
\$124.58	30254200-Contractual Services
\$193.01	30260400-Contractual Services
\$167.72	30260500-Contractual Services
\$79.35	30260800-Contractual Services
\$203.56	30265900-Contractual Services
\$99.21	30269200-Contractual Services
\$1,830.88	30281000-Contractual Services
\$1,313.74	30281500-Contractual Services
\$1,420.64	30281600-Contractual Services
\$186.68	30281700-Contractual Services
\$190.90	30282000-Contractual Services



**A resolution to request for appropriations for additional unanticipated receipts of memo receipts and memo expenses for fund 2050 for annual inspections, repairs, and maintenance in various subdivisions as of 07/23/2025.**

\$381.80	30282600-Contractual Services
\$691.40	30282700-Contractual Services
\$371.74	30282900-Contractual Services
\$631.21	30283000-Contractual Services
\$1,172.07	30283100-Contractual Services
\$307.39	30283200-Contractual Services

**Section 2.** The County Commissioners approve the following expenditure and request the Fairfield County Auditor accomplish the transaction by making the following memo expenditure, impacting appropriation as if a regular County Auditor warrant, reimbursing the Motor Vehicle fund for administrative and supply expenses incurred.

**Memo Receipt as reference:**

16202401-434000      \$12,034.67

**Memo Expenditure as referenced:**

Vendor:      Fairfield County Engineer's Office  
Amount:      \$12,034.67  
Paid:      07/23/2025

\$652.84	30205700-543000
\$186.68	30234800-543000
\$171.27	30241300-543000
\$304.55	30246400-543000
\$573.30	30249600-543000
\$780.15	30251300-543000
\$124.58	30254200-543000
\$193.01	30260400-543000
\$167.72	30260500-543000
\$79.35	30260800-543000
\$203.56	30265900-543000
\$99.21	30269200-543000
\$1,830.88	30281000-543000
\$1,313.74	30281500-543000
\$1,420.64	30281600-543000
\$186.68	30281700-543000



2025-07.29.I

**A resolution to request for appropriations for additional unanticipated receipts of memo receipts and memo expenses for fund 2050 for annual inspections, repairs, and maintenance in various subdivisions as of 07/23/2025.**

\$190.90	30282000-543000
\$381.80	30282600-543000
\$691.40	30282700-543000
\$371.74	30282900-543000
\$631.21	30283000-543000
\$1,172.07	30283100-543000
\$307.39	30283200-543000

Prepared by: Julie Huggins  
cc: Engineer



**A resolution to request for appropriations for additional unanticipated receipts of memo receipts and memo expenses for fund 2050 for annual inspections, repairs, and maintenance in various subdivisions as of 07/23/2025.**

---

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

\$652.84	30205700-543000
\$186.68	30234800-543000
\$171.27	30241300-543000
\$304.55	30246400-543000
\$573.30	30249600-543000
\$780.15	30251300-543000
\$124.58	30254200-543000
\$193.01	30260400-543000
\$167.72	30260500-543000
\$79.35	30260800-543000
\$203.56	30265900-543000
\$99.21	30269200-543000
\$1,830.88	30281000-543000
\$1,313.74	30281500-543000
\$1,420.64	30281600-543000
\$186.68	30281700-543000
\$190.90	30282000-543000
\$381.80	30282600-543000
\$691.40	30282700-543000
\$371.74	30282900-543000
\$631.21	30283000-543000
\$1,172.07	30283100-543000
\$307.39	30283200-543000

Prepared by: Julie Huggins  
cc: Engineer



CODE	NAME	AMOUNT DUE	BALANCE IN ACCOUNT
2057	BALLARD LANE (W BANK)	\$ 652.84	\$ 28,497.17
2348	GREENCASTLE HEIGHTS	\$ 186.68	\$ 21,369.30
2413	CANSADA ESTATES	\$ 171.27	\$ 11,533.87
2464	CHESTER HEIGHTS	\$ 304.55	\$ 1,580.26
2496	DAYSPRINGS	\$ 573.30	\$ 5,299.32
2513	DEER RUN ESTATES	\$ 780.15	\$ 13,004.30
2542	WINDY HILLS	\$ 124.58	\$ 3,718.74
2604	ARBAUGH RIDGE ESTATES	\$ 193.01	\$ 17,749.71
2605	CRESCENT COVE	\$ 167.72	\$ 27,674.06
2608	HOCKING RUN ESTATES	\$ 79.35	\$ 36,185.50
2659	RAVINES AT TOLLGATE	\$ 203.56	\$ 28,129.02
2692	SADDLEBROOK FARMS	\$ 99.21	\$ 23,947.07
2810	HAAF FARMS	\$ 1,830.88	\$ 32,003.95
2815	SLATE RIDGE	\$ 1,313.74	\$ 34,770.80
2816	GREENFIELD ESTATES	\$ 1,420.64	\$ 65,779.37
2817	OAK CREEK	\$ 186.68	\$ 45,354.43
2820	VALLEY VIEW	\$ 190.90	\$ 14,267.01
2826	MALLARD POND	\$ 381.80	\$ 121,004.59
2827	MEADOWMOORE	\$ 691.40	\$ 69,718.83
2829	SPRING CREEK	\$ 371.74	\$ 141,640.30
2830	VIOLET MEADOWS	\$ 631.21	\$ 74,673.65
2831	WINDING CREEK	\$ 1,172.07	\$ 110,350.05
2832	WOODSTREAM	\$ 307.39	\$ 85,607.17
		\$ 12,034.67	
2515	OCHS, PHASE 1	\$ 186.68	No funds
2849	ESTATES OF LAKE FOREST	\$ 666.18	No funds



## Cost Data Sheet

**Date:** 06/05/25      **Location:** West Bank  
**Township:** walnut  
**Section**  
**Phase**  
**Code** 2057

### Description of Work

mowed outside fence  
 7/7 spare belts for pump house  
 7/15 mowed MH covers and pump house walk way

### Materials

DESCRIPTION	Supplier	Units	Price Ea.	Total	Invoice
B-65 NBH High Power belt	Napa	5	\$24.91	\$124.55	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
				<b>\$124.55</b>	

### Equipment

Description	Miles Hours*	Price Ea.	Total	Invoice
tr#203 odot#893	1.5	\$91.38	\$137.07	
tr#212 odot#893	1.5	\$91.38	\$137.07	
tr#27 odot#223	1.5	\$19.91	\$29.87	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
tr#49 odot#253	0	\$1.34	\$0.00	
tr#17 odot# 221	14	\$0.77	\$10.78	
tr#78 odot# 270*	0	\$3.50	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
				<b>\$314.79</b>

### Wages

Name	Hours	Rate	Wage	30% BWC	38% Overhead	Total	Invoice
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Josh Casto	0	\$30.50	\$0.00	\$0.00	\$0.00	\$0.00	
Nick Townsend	0	\$30.50	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Alex Snoke	1	\$18.00	\$18.00	\$5.40	\$8.89	\$32.29	
Jake Taylor	1	\$18.00	\$18.00	\$5.40	\$8.89	\$32.29	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Trey Riffle	1.5	\$24.29	\$36.44	\$10.93	\$18.00	\$65.36	
Kevin Rinehart	1.5	\$31.05	\$46.58	\$13.97	\$23.01	\$83.56	
							<b>\$213.50</b>

**Total Daily Cost**

**\$652.84**





100001828  
NAPA Auto Parts - COL828  
518 E Main St  
Lancaster, OH 43130  
(740) 653-8321

Invoice Number 857031 Page: 1/1

Invoice Date: 07/07/2025 08:23



eInvoice# COL00828857031

86625  
FAIRFIELD COUNTY RD DEPT.  
3026 WEST FAIR AVE  
LANCASTER, OH 43130-8780

Employee: 321 , NICK  
Sales Rep: 703 , DAVE  
Accounting Day: 6  
Tax Exemption:

Attention:  
PO#: 25-001718-00  
Delivery: Our Truck  
Terms:

*Handwritten signature*  
*7.7.25*

*DMD west Bank*

Part Number	Line	Description	Quantity	Price	Net	Total
B65 ✓		PO# blanket				
	NBH	HI POWER ()	5.00	43.70	24.9100	124.55
		Qty: 3 from: COL - ETA: 7/7/2025, 4:15:00 PM				

ON ACCOUNT

ALL GOODS RETURNED MUST BE ACCOMPANIED BY THIS INVOICE

Tender Type: Amount:  
Charge Sale 124.55

Subtotal 124.55  
TAXTABLE 7 6.7500% 0.00

Total 124.55

Customer Signature

REF BY \_\_\_\_ A VER BY \_\_\_\_ A  
REMIT TO: PO BOX 409043  
ATLANTA, GA 30384 9043



# Fairfield County Engineer's Office

## Crew Activity Detail

Josh Casto: \* On DMD billing spreadsheet  
Please bill West Bank/ Balland Ln  
special assessment District.

13,754 06/05/2025 Crew

Location  
C58

MILLERSPORT RD - C58

Task 201.10 / Mowing/Brush

Project  
Fund

Mowing the pump house.

### Employees

Code	Employee	Lead	Hours	Rate	OT Hrs	OT Rate	Total
18354	RIFFLE, TREY		1.50	\$43.58			\$65.37
5986	Rinehart, Kevin	Lead	1.50	\$53.10			\$79.65
2 Employees			3.00				\$145.02

### Equipment

Unit Number	Equipment/Vehicle	Hr/Mi	Rate	Total
203	JOHN DEERE BATWING	1.50	\$91.38	\$137.07
212 - TRACTOR	TRACTOR-John Deere 6330 - Tract	1.50	\$91.38	\$137.07
27-PICK UP	2023 CHEVY C3500 TURCK #27	1.50	\$19.91	\$29.86
3 Equipment/Vehicles				\$304.00

Total Crew Activity Cost ..... \$449.02

Mowing outside the fence  
at Buckeye Lake Pump Station

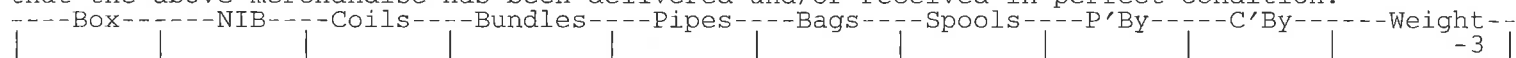
\$477.44

Approved  
MN  
6-6-25

Note:

Road crews just performed this mowing  
as part of the 2nd round/cutting. They  
intend to Mow on the 3rd round forthcoming  
in mid/late July-ish.







## Cost Data Sheet

Date:	06/06/25	Location:	GreenCastle Heights
Township:	Bloom		
		Section	
		Phase	
		Code	2348

### Description of Work

6/6 Cleared brush off HW7, HW8

## Materials

[illegible]

<u>Equipment</u>	<u>Miles</u>
------------------	--------------

Description	Hours*	Price Ea.	Total	Invoice
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
tr#49 odot#253	6	\$1.34	\$8.04	
tr#17 odot# 221	6	\$0.77	\$4.62	
tr#78 odot# 270*	0	\$3.50	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
				<b>\$12.66</b>

### Wages

Name	Hours	Rate	Wage	30% BWC	38% Overhead	Total	Invoice
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Josh Casto	1	\$30.50	\$30.50	\$9.15	\$15.07	\$54.72	
Nick Townsend	1	\$30.50	\$30.50	\$9.15	\$15.07	\$54.72	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Alex Snoke	1	\$18.00	\$18.00	\$5.40	\$8.89	\$32.29	
Jake Taylor	1	\$18.00	\$18.00	\$5.40	\$8.89	\$32.29	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
							<b>\$174.02</b>

<b>Total Daily Cost</b>	<b>\$186.68</b>
-------------------------	-----------------



<b>Cost Data Sheet</b>					
<b>Date:</b>	06/09/25	<b>Location:</b>	Cansada Estates		
<b>Township:</b>	Violet				
		<b>Section</b>			
		<b>Phase</b>			
		<b>Code</b>	2413		

6/9 removed weeds in CB1 and brush around HW1

DESCRIPTION	Supplier	Units	Price Ea.	Total	Invoice
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
					\$0.00

Description	Hours*	Price Ea.	Total	Invoice
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
tr#49 odot#253	14	\$1.34	\$18.76	
tr#17 odot# 221	14	\$0.77	\$10.78	
tr#78 odot# 270*	0	\$3.50	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
				<b>\$29.54</b>

	Name	Hours	Rate	Wage	30% BWC	38% Overhead	Total	Invoice
Josh Casto		0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
		1	\$30.50	\$30.50	\$9.15	\$15.07	\$54.72	
Nick Townsend		1	\$30.50	\$30.50	\$9.15	\$15.07	\$54.72	
		0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Alex Snoke		0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
		0	\$18.00	\$0.00	\$0.00	\$0.00	\$0.00	
Jake Taylor		1	\$18.00	\$18.00	\$5.40	\$8.89	\$32.29	
		0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
		0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
		0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
								\$141.73

<b>Total Daily Cost</b>	<b>\$171.27</b>
-------------------------	-----------------

sheet Completed By: Jcasto



### Cost Data Sheet

<b>Date:</b>	07/08/25	<b>Location:</b>	Chester Heights
<b>Township:</b>	violet		

Section  
Phase  
Code 2464

### Description of Work

7/8 cut fallen tree from outlet channel and  
Cleaned both outlet pipes

## Materials

DESCRIPTION	Supplier	Units	Price Ea.	Total	Invoice
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
					<b>\$0.00</b>

[illegible]

Description	Hours*	Price Ea.	Total	Invoice
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
tr#49 odot#253	10	\$1.34	\$13.40	
tr#17 odot# 221	10	\$0.77	\$7.70	
tr#78 odot# 270*	0	\$3.50	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
				<b>\$21.10</b>

## Wages

	Name	Hours	Rate	Wage	30% BWC	38% Overhead	Total	Invoice
		0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Josh Casto		2	\$30.50	\$61.00	\$18.30	\$30.13	\$109.43	
Nick Townsend		2	\$30.50	\$61.00	\$18.30	\$30.13	\$109.43	
		0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
		0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Alex Snoke		2	\$18.00	\$36.00	\$10.80	\$17.78	\$64.58	
Jake Taylor		0	\$18.00	\$0.00	\$0.00	\$0.00	\$0.00	
		0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
		0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
		0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
								\$283.45

<b>Total Daily Cost</b>	<b>\$304.55</b>
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### Cost Data Sheet

Date:	06/09/25	Location:	Day Springs
Township:	Violet		
		Section	
		Phase	
		Code	2496

### Description of Work

6/9 cleaned hickenbottom	7/21 checked hickenbottom
6/17 cleaned hickenbottom	
6/30 cleaned hickenbottom	
7/11 mortared catch basin 5	

## Materials

<b>DESCRIPTION</b>	<b>Supplier</b>	<b>Units</b>	<b>Price Ea.</b>	<b>Total</b>	<b>Invoice</b>
<b>Bag of mortar</b>	<b>Menards</b>	<b>0.5</b>	<b>\$9.98</b>	<b>\$4.99</b>	
		<b>0</b>	<b>\$0.00</b>	<b>\$0.00</b>	
		<b>0</b>	<b>\$0.00</b>	<b>\$0.00</b>	
		<b>0</b>	<b>\$0.00</b>	<b>\$0.00</b>	
		<b>0</b>	<b>\$0.00</b>	<b>\$0.00</b>	
		<b>0</b>	<b>\$0.00</b>	<b>\$0.00</b>	
		<b>0</b>	<b>\$0.00</b>	<b>\$0.00</b>	
		<b>0</b>	<b>\$0.00</b>	<b>\$0.00</b>	
		<b>0</b>	<b>\$0.00</b>	<b>\$0.00</b>	
					<b>\$4.99</b>

<u>Equipment</u>	<u>Miles</u>
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Description	Hours*	Price Ea.	Total	Invoice
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
tr#49 odot#253	34	\$1.34	\$45.56	
tr#17 odot# 221	51	\$0.77	\$39.27	
tr#78 odot# 270*	0	\$3.50	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
				<b>\$84.83</b>

## Wages

Name	Hours	Rate	Wage	30% BWC	38% Overhead	Total	Invoice
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Josh Casto	0.5	\$30.50	\$15.25	\$4.58	\$7.53	\$27.36	
Nick Townsend	4.5	\$30.50	\$137.25	\$41.18	\$67.80	\$246.23	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Alex Snoke	5	\$18.00	\$90.00	\$27.00	\$44.46	\$161.46	
Jake Taylor	1.5	\$18.00	\$27.00	\$8.10	\$13.34	\$48.44	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
							<b>\$483.48</b>

<b>Total Daily Cost</b>	<b>\$573.30</b>
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## Cost Data Sheet

<b>Date:</b>	07/07/25	<b>Location:</b>	Deer Run Estates
<b>Township:</b>	Bloom		

Section  
Phase  
Code 2513

### Description of Work

7/7 Added 2 4 inch risers to MH1

## Materials

<b>DESCRIPTION</b>	<b>Supplier</b>	<b>Units</b>	<b>Price Ea.</b>	<b>Total</b>	<b>Invoice</b>
7/7 added (2) 4"x24" adjusting ring risers to MH1. Part# 1979-0215	NEENAH	2	\$330.00	\$660.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
					<b>\$660.00</b>

<u>Equipment</u>	Miles
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Description	Hours*	Price Ea.	Total	Invoice
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
tr#49 odot#253	8	\$1.34	\$10.72	
tr#17 odot# 221	0	\$0.77	\$0.00	
tr#78 odot# 270*	0	\$3.50	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
				<b>\$10.72</b>

## Wages

Name	Hours	Rate	Wage	30% BWC	38% Overhead	Total	Invoice
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Josh Casto	1	\$30.50	\$30.50	\$9.15	\$15.07	\$54.72	
Nick Townsend	1	\$30.50	\$30.50	\$9.15	\$15.07	\$54.72	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Alex Snoke	0	\$18.00	\$0.00	\$0.00	\$0.00	\$0.00	
Jake Taylor	0	\$18.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
							\$109.43

<b>Total Daily Cost</b>	<b>\$780.15</b>
-------------------------	-----------------

sheet Completed By: Jcasto



DMD - Deer Run Estates

**INVOICE**

<b>Invoice #:</b>	188766
<b>Invoice Date:</b>	07/03/25
<b>Terms:</b>	Net 30
<b>Please Remit Payment To:</b>	
Neenah Foundry Company P O Box 74007026 Chicago, IL 60674-7026	

EST. 1872

**NEENAH  
FOUNDRY**

Payable in U.S. Dollars FEIN 39-1580331  
Phone: 800-558-5075 Fax: 920-729-3682

**Sold To:**

FAIRFIELD COUNTY ENGINEER  
3026 WEST FAIR AVE  
LANCASTER, OH 431308993 US

RECEIVED

JUL 07 2025

FAIRFIELD COUNTY  
ENGINEER**Shipped To:**

CUSTOMER PICKUP  
FAIRFIELD COUNTY ENGINEER

Customer	PO No.	Date Shipped	Routing	Carrier	Page
F03760		07/02/25	CUST PICKUP	CUSTOMER PICK UP	1 of 1
Job No.	Salesperson			Yard	
69953	LINETTA HAYWOOD			NFCO-COLUMBUS	
Qty	Part Number	Catalog	Description	Price	Amount

**Comments:**

PLEASE SEND AN UPDATED TAX EXEMPTION CERTIFICATE.  
COLLEEN.REEVES@NEENAHFOUNDRY.COM

2	1979-0215	1762-4	ADJUSTING RING	330.00 EA.	660.00
				SUB-TOTAL	660.00
				<b>** TOTAL</b>	<b>660.00</b>

Claims for errors in weight or number must be made within ten days after the receipt of the castings. Neenah Foundry Company is not responsible for loss of or damage to patterns by fire or other casualties, it shall be the obligation of the customer to insure his equipment. We do not insure customers' patterns. Prices do not include sales, use, occupational or similar tax. If any tax of this nature is imposed on this sale, it is to be paid by the purchaser directly to the governmental agency assessing the tax. Any sales, use, occupational, or similar tax imposed on this sale, if unbilled, is the obligation of the purchaser. Seller hereby certifies that the above materials were produced in conformity with the Fair Labor Standards Act of 1938, as amended. Limitation of damages: under no circumstances will Neenah Foundry Company be responsible for incidental or consequential damages arising from or in connection with the use of any Neenah Foundry casting. Past due invoices may be subject to 1.5% per month service charge. Seller shall apply a surcharge to any payments made by credit card at a rate of 3% or a rate not to exceed the maximum amount permitted by applicable law, whichever is lower.



## THIS SHIPPING ORDER

must be legibly filled in, in Ink, in Indelible Pencil, or in Carbon, and retained by the Agent.

CARRIER: CUSTOMER PICK UP

BOL NO. 0609838

At COLUMBUS, OH 07/02/2025

Printed: 2025-07-02 08:04:43

FROM

FASTTRACK

RECEIVED, subject to the classifications and lawfully filed tariffs in effect on the date of the issue of this Bill of Lading.

the property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated below, which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of property under the contract) agrees to carry to its usual place of delivery at said destination, if on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Freight Bill of Lading set forth (1) in Official, Southern, Western, and Illinois Freight Classifications in effect on the date hereof, if this is a rail or rail-water shipment, or (2) in the applicable motor carrier classification or tariff if this is a motor carrier shipment.

Shipper hereby certifies that he familiar with all the terms and conditions of the said bill of lading, including those on the back thereof, set forth in the classification or tariff which governs the transportation of the shipment, and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

NEENAH  
FOUNDRY

## Consignee Name/Address:

CUSTOMER PICKUP  
FAIRFIELD COUNTY ENGINEER

Trailer #

LD #

Pro #

Subject to Section 7 of conditions of applicable bill of lading, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement:

The Carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

If charges are to be prepaid, write or stamp here, "To be Prepaid."

PICK UP

Received \$

to apply in prepayment of the charges on the property described hereon.

Agent of Cashier,

Per

(The signature here acknowledges only the amount prepaid)

Charges Advanced:

\$

COUNTRY OF ORIGIN: UNITED STATES

Carrier For Payment Send Bill To:

NO. PALLETS/SKIDS

KIND OF PACKAGE, DESCRIPTION OF ARTICLES, SPECIAL MARKS, AND EXCEPTIONS

NO. OF  
PIECESCLASS OR  
RATECHK.  
COL

2

LOOSE CASTINGS

0

50

This BOL Contains:

Order# 69953 PO#

Inv# 188766

DRIVER COPY

"CARGO MUST BE FIRMLY IMMOBILIZED OR SECURED ON OR WITHIN THE  
VEHICLE PER - FMCSR PART 393.100"

\*\*\* WEIGHTS ARE IN POUNDS \*\*\*

2

TOTAL QTY

252

CSTG WGT

0

CNTR WGT

252

TOTAL B/L WGT

If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading shall state whether it is "carrier's or Shipper's weight."

NOTE: - Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property.

The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding

Per

NMFC #: 104935

Driver Signature

Date

Permanent post-office address of shipper:  
3831 ZANE TRACE DR  
COLUMBUS, OH 432283830

Consignee Signature

Date

\*\*The fibre boxes used for this shipment conform to the specifications set forth in the box maker's certificate thereon, and all other requirements of Consolidated Freight Classification.

Agent must retain this Shipping Order and  
must Sign the Original Bill of Lading

\*\* Shippers' imprint in lieu of stamp; not a part of Bill of Lading approved by Interstate Commerce

ICS047



# SHIPMENT DETAILS COMPLETE

**NEENAH**  
FOUNDRY

3831 ZANE TRACE DR COLUMBUS, OH 43228  
PHONE 614-876-9837 FAX 614-876-0216

**Ship To:**  
CUSTOMER PICKUP

**Sold To:**  
FAIRFIELD COUNTY ENGINEER  
3026 WEST FAIR AVE  
LANCASTER, OH 431308993

**Invoice #:** 188766

**Shipment Date:** 07/02/2025

Purchase Order #	NF Order #	Total Weight	TAG
	69953	252	

ITEM	QTY SHP	COMPONENT NO.	PARENT NO.
01	2	N1979-0215 ADJUSTING RING CATALOG: 1762-4	MACHINED SEAT 126
GI CLASS 35B AA 22-1/2, BB 1, F 5, M 4, N 22-1/4			

\$ 660



Cost Data Sheet	
Date:	06/25/25
Township:	Hocking
Location:	Windy Hills
Section	
Phase	
Code	2542

6/25 weedeated brush lot 24 basin

DESCRIPTION	Supplier	Units	Price Ea.	Total	Invoice
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
					\$0.00

Description	Hours*	Price Ea.	Total
	0	\$0.00	\$0.00
	0	\$0.00	\$0.00
	0	\$0.00	\$0.00
	0	\$0.00	\$0.00
	0	\$0.00	\$0.00
	0	\$0.00	\$0.00
	0	\$0.00	\$0.00
	0	\$0.00	\$0.00
tr#49 odot#253	2.5	\$1.34	\$3.35
tr#17 odot# 221	2.5	\$0.77	\$1.93
tr#78 odot# 270*	0	\$3.50	\$0.00
	0	\$0.00	\$0.00
	0	\$0.00	\$0.00
			<b>\$5.28</b>

Name	Hours	Rate	Wage	30% BWC	38% Overhead	Total	Invoice
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Josh Casto	0.5	\$30.50	\$15.25	\$4.58	\$7.53	\$27.36	
Nick Townsend	0.5	\$30.50	\$15.25	\$4.58	\$7.53	\$27.36	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Alex Snoke	1	\$18.00	\$18.00	\$5.40	\$8.89	\$32.29	
Jake Taylor	1	\$18.00	\$18.00	\$5.40	\$8.89	\$32.29	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
							\$119.30

**\$124.58**



Cost Data Sheet	
Date:	06/06/25
Township:	Bloom
	Location: Arbaugh Ridge
	Section
	Phase
	Code 2604

6/6 HW1 Outlet weed-eated

DESCRIPTION	Supplier	Units	Price Ea.	Total	Invoice
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
					<b>\$0.00</b>

Description	Hours*	Price Ea.	Total	Invoice
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
tr#49 odot#253	9	\$1.34	\$12.06	
tr#17 odot# 221	9	\$0.77	\$6.93	
tr#78 odot# 270*	0	\$3.50	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
				<b>\$18.99</b>

Name	Hours	Rate	Wage	30% BWC	38% Overhead	Total	Invoice
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Josh Casto	1	\$30.50	\$30.50	\$9.15	\$15.07	\$54.72	
Nick Townsend	1	\$30.50	\$30.50	\$9.15	\$15.07	\$54.72	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Alex Snoke	1	\$18.00	\$18.00	\$5.40	\$8.89	\$32.29	
Jake Taylor	1	\$18.00	\$18.00	\$5.40	\$8.89	\$32.29	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
							\$174.02

**\$193.01**

sheet Completed By: Jcasto



### Cost Data Sheet

<b>Date:</b>	06/09/25	<b>Location:</b>	Crescent Cove
<b>Township:</b>	Walnut		

Section  
Phase  
Code 2605

### Description of Work

6/9 checked pond and overflow  
6/17 checked pond and overflow  
7/21 checked pond and overflow  
7/15 mowed lot 17 easement

## Materials

DESCRIPTION	Supplier	Units	Price Ea.	Total	Invoice
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
					<b>\$0.00</b>

<u>Equipment</u>	<u>Miles</u>
------------------	--------------

Description	Hours*	Price Ea.	Total	Invoice
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
tr#49 odot#253	0	\$1.34	\$0.00	
tr#17 odot# 221	92	\$0.77	\$70.84	
tr#78 odot# 270*	0	\$3.50	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
				<b>\$70.84</b>

## Wages

Name	Hours	Rate	Wage	30% BWC	38% Overhead	Total	Invoice
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Josh Casto	0	\$30.50	\$0.00	\$0.00	\$0.00	\$0.00	
Nick Townsend	0	\$30.50	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Alex Snoke	0.5	\$18.00	\$9.00	\$2.70	\$4.45	\$16.15	
Jake Taylor	2.5	\$18.00	\$45.00	\$13.50	\$22.23	\$80.73	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
							<b>\$96.88</b>

<b>Total Daily Cost</b>	<b>\$167.72</b>
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Cost Data Sheet	
Date:	06/06/25
Township:	Bloom
Location:	Hocking Run Estates
Section	
Phase	
Code	2608

### Description of Work

## **Materials**

### Equipment

tr#49 odot#253  
tr#17 odot# 221  
tr#78 odot# 270\*

Name	Hours	Rate	Wage	30% BWC	38% Overhead	Total	Invoice
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Josh Casto	0	\$30.50	\$0.00	\$0.00	\$0.00	\$0.00	
Nick Townsend	0	\$30.50	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Alex Snoke	1	\$18.00	\$18.00	\$5.40	\$8.89	\$32.29	
Jake Taylor	1	\$18.00	\$18.00	\$5.40	\$8.89	\$32.29	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
							\$64.58
Total Daily Cost							\$79.35

sheet Completed By: Jcasto



## Cost Data Sheet

<b>Date:</b>	06/27/25	<b>Location:</b>	Ravines of Tollgate
<b>Township:</b>	Violet	<b>Section</b>	
		<b>Phase</b>	
		<b>Code</b>	2659

### Description of Work

6/27 weedeated headwalls

## **Materials**

DESCRIPTION	Supplier	Units	Price Ea.	Total	Invoice
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
					\$0.00

### Equipment

<u>Equipment</u>			
Description	Miles Hours*	Price Ea.	Total Invoice
	0	\$0.00	\$0.00
	0	\$0.00	\$0.00
	0	\$0.00	\$0.00
	0	\$0.00	\$0.00
	0	\$0.00	\$0.00
	0	\$0.00	\$0.00
	0	\$0.00	\$0.00
	0	\$0.00	\$0.00
tr#49 odot#253	14	\$1.34	\$18.76
tr#17 odot# 221	14	\$0.77	\$10.78
tr#78 odot# 270*	0	\$3.50	\$0.00
	0	\$0.00	\$0.00
	0	\$0.00	\$0.00
			<b>\$29.54</b>

## Wages

[illegible]

<b>Total Daily Cost</b>	<b>\$203.56</b>
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sheet Completed By: Jcasto



Cost Data Sheet	
Date:	06/09/25
Township:	Liberty
Location:	Saddlebrook
Section	
Phase	
Code	2692

**Location:** Saddlebrook

### Description of Work

## Materials

### Equipment

## Wages

### Total Daily Cost

sheet Completed By: Jcasto



### Cost Data Sheet

<b>Date:</b>	06/09/25	<b>Location:</b>	Haaf Farm
<b>Township:</b>	Violet	<b>Section</b>	
		<b>Phase</b>	
		<b>Code</b>	2810

### Description of Work

6/6 cleaned basin	6/11 cleared brush off Sec 3 HW-C	6/30 cleaned basin
6/9 cleaned basin	6/12 Sec5 EW1, Sec4 HWA& HWB cleared brush	7/21 cleaned basin
6/10 Sec3 HW-A cleared brush	6/17 cleaned basin	7/15 mowed west basin
6/3 weedeated basin between headwalls	6/18 cleaned basin	

## Materials

[illegible]

<u>Equipment</u>	<u>Miles</u>
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Description	Hours*	Price Ea.	Total	Invoice
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
tr#49 odot#253	105	\$1.34	\$140.70	
tr#17 odot# 221	90	\$0.77	\$69.30	
tr#78 odot# 270*	0	\$3.50	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
				<b>\$210.00</b>

## Wages

Name	Hours	Rate	Wage	30% BWC	38% Overhead	Total	Invoice
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Josh Casto	9.5	\$30.50	\$289.75	\$86.93	\$143.14	\$519.81	
Nick Townsend	9.5	\$30.50	\$289.75	\$86.93	\$143.14	\$519.81	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Alex Snoke	8.5	\$18.00	\$153.00	\$45.90	\$75.58	\$274.48	
Jake Taylor	9.5	\$18.00	\$171.00	\$51.30	\$84.47	\$306.77	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
							\$1,620.88

<b>Total Daily Cost</b>	<b>\$1,830.88</b>
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Cost Data Sheet	
Date:	06/24/25
Township:	Bloom
Location:	Slate Ridge
Section	
Phase	
Code	2815

<u>Description of Work</u>
6/24 Cleared brush/ trees from HW3, 4, 15,16,17,18,19, &outlet by HW3
6/25 sprayed HW2

DESCRIPTION	Supplier	Units	Price Ea.	Total	Invoice
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
					<b>\$0.00</b>

[illegible]

Name	Hours	Rate	Wage	30% BWC	38% Overhead	Total	Invoice
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Josh Casto	8.5	\$30.50	\$259.25	\$77.78	\$128.07	\$465.09	
Nick Townsend	8.5	\$30.50	\$259.25	\$77.78	\$128.07	\$465.09	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Alex Snoke	4	\$18.00	\$72.00	\$21.60	\$35.57	\$129.17	
Jake Taylor	6.5	\$18.00	\$117.00	\$35.10	\$57.80	\$209.90	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
							\$1,269.26

sheet Completed By: Jcasto



## Cost Data Sheet

**Date:** 07/21/25      **Location:** Greenfield Estates  
**Township:** Greenfield  
**Section**  
**Phase**  
**Code** 2816

### Description of Work

7/21 pumped down catchbasin 19 and ran camera in catchbasin 18  
 7/22 pumped down catchbasin 19 and assisted jet truck

### Materials

DESCRIPTION	Supplier	Units	Price Ea.	Total	Invoice
3 inch water pump	FCEO	1	\$14.57	\$14.57	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
				<b>\$14.57</b>	

### Equipment

Description	Miles Hours*	Price Ea.	Total	Invoice
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	10	\$1.34	\$13.40	
tr#49 odot#253	10	\$0.77	\$7.70	
tr#17 odot# 221	0	\$3.50	\$0.00	
tr#78 odot# 270*	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
			<b>\$21.10</b>	

### Wages

Name	Hours	Rate	Wage	30% BWC	38% Overhead	Total	Invoice
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Josh Casto	10	\$30.50	\$305.00	\$91.50	\$150.67	\$547.17	
Nick Townsend	10	\$30.50	\$305.00	\$91.50	\$150.67	\$547.17	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Alex Snoke	0	\$18.00	\$0.00	\$0.00	\$0.00	\$0.00	
Jake Taylor	9	\$18.00	\$162.00	\$48.60	\$80.03	\$290.63	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
						<b>\$1,384.97</b>	

**Total Daily Cost** **\$1,420.64**



## Cost Data Sheet

**Date:** 06/10/25 **Location:** Oak Creek  
**Township:** Greenfield

Section  
Phase  
Code 2817

### Description of Work

6/10 Sec1 outlet cleared brush

## Materials

DESCRIPTION	Supplier	Units	Price Ea.	Total	Invoice
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
					<b>\$0.00</b>

Equipment	Miles
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Description	Hours*	Price Ea.	Total	Invoice
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
tr#49 odot#253	6	\$1.34	\$8.04	
tr#17 odot# 221	6	\$0.77	\$4.62	
tr#78 odot# 270*	0	\$3.50	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
				<b>\$12.66</b>

## Wages

Name	Hours	Rate	Wage	30% BWC	38% Overhead	Total	Invoice
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Josh Casto	1	\$30.50	\$30.50	\$9.15	\$15.07	\$54.72	
Nick Townsend	1	\$30.50	\$30.50	\$9.15	\$15.07	\$54.72	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Alex Snoke	1	\$18.00	\$18.00	\$5.40	\$8.89	\$32.29	
Jake Taylor	1	\$18.00	\$18.00	\$5.40	\$8.89	\$32.29	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
							<b>\$174.02</b>

<b>Total Daily Cost</b>	<b>\$186.68</b>
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### Cost Data Sheet

**Date:** 06/10/25 **Location:** Valley View  
**Township:** Pleasant

Section  
Phase  
Code 2820

### Description of Work

6/10 CO8, HW10/11, outlet1 cleared brush

## Materials

DESCRIPTION	Supplier	Units	Price Ea.	Total	Invoice
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
					<b>\$0.00</b>

<u>Equipment</u>	<u>Miles</u>
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Description	Hours*	Price Ea.	Total	Invoice
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
tr#49 odot#253	8	\$1.34	\$10.72	
tr#17 odot# 221	8	\$0.77	\$6.16	
tr#78 odot# 270*	0	\$3.50	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
				<b>\$16.88</b>

## Wages

Name	Hours	Rate	Wage	30% BWC	38% Overhead	Total	Invoice
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Josh Casto	1	\$30.50	\$30.50	\$9.15	\$15.07	\$54.72	
Nick Townsend	1	\$30.50	\$30.50	\$9.15	\$15.07	\$54.72	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Alex Snoke	1	\$18.00	\$18.00	\$5.40	\$8.89	\$32.29	
Jake Taylor	1	\$18.00	\$18.00	\$5.40	\$8.89	\$32.29	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
							<b>\$174.02</b>

<b>Total Daily Cost</b>	<b>\$190.90</b>
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sheet Completed By: Jcasto



## Cost Data Sheet

Date:	06/12/25	Location:	Mallard Pond
Township:	Violet	Section	
		Phase	
		Code	2826

### Description of Work

6/12 Sec3 HW1, HW11 cleared brush

## Materials

DESCRIPTION	Supplier	Units	Price Ea.	Total	Invoice
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
					<b>\$0.00</b>

<u>Equipment</u>	<u>Miles</u>
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Description	Hours*	Price Ea.	Total	Invoice
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
tr#49 odot#253	16	\$1.34	\$21.44	
tr#17 odot# 221	16	\$0.77	\$12.32	
tr#78 odot# 270*	0	\$3.50	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
				<b>\$33.76</b>

## Wages

Name	Hours	Rate	Wage	30% BWC	38% Overhead	Total	Invoice
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Josh Casto	2	\$30.50	\$61.00	\$18.30	\$30.13	\$109.43	
Nick Townsend	2	\$30.50	\$61.00	\$18.30	\$30.13	\$109.43	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Alex Snoke	2	\$18.00	\$36.00	\$10.80	\$17.78	\$64.58	
Jake Taylor	2	\$18.00	\$36.00	\$10.80	\$17.78	\$64.58	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
							\$348.04

<b>Total Daily Cost</b>	<b>\$381.80</b>
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<b>Date:</b>	06/09/25	<b>Location:</b>	Meadow Moore
<b>Township:</b>	Violet	<b>Section</b>	
		<b>Phase</b>	
		<b>Code</b>	2827

6/9 cleaned middle basin  
6/13 cleared brush from Sec2p1 HW1, Sec2p1 HW3, Sec4 HW1  
6/16 cleared brush from Sec1 HW1, Sec3p1 HW1  
6/17 cleaned middle basin

DESCRIPTION	Supplier	Units	Price Ea.	Total	Invoice
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
					\$0.00

<u>Equipment</u>		Miles		
Description	Hours*	Price Ea.	Total	Invoice
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
tr#49 odot#253	42	\$1.34	\$56.28	
tr#17 odot# 221	42	\$0.77	\$32.34	
tr#78 odot# 270*	0	\$3.50	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	

\$88.62

Name	Hours	Rate	Wage	30% BWC	38% Overhead	Total	Invoice
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Josh Casto	3	\$30.50	\$91.50	\$27.45	\$45.20	\$164.15	
Nick Townsend	3	\$30.50	\$91.50	\$27.45	\$45.20	\$164.15	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Alex Snoke	5	\$18.00	\$90.00	\$27.00	\$44.46	\$161.46	
Jake Taylor	3.5	\$18.00	\$63.00	\$18.90	\$31.12	\$113.02	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
							\$602.78

sheet Completed By: Jcasto



### Cost Data Sheet

Date:	06/09/25	Location:	SpringCreek
Township:	Violet		
		Section	
		Phase	
		Code	2829

### Description of Work

6/9 sec1p2 BB2 weedeated,sec1p3 CB Y2 weedeated, sec3p1 outlet35 weedeated  
6/10 fixed cage around water quality DD2

## Materials

DESCRIPTION	Supplier	Units	Price Ea.	Total	Invoice
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
					<b>\$0.00</b>

<u>Equipment</u>	<u>Miles</u>
------------------	--------------

Description	Hours*	Price Ea.	Total	Invoice
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
tr#49 odot#253	13	\$1.34	\$17.42	
tr#17 odot# 221	0	\$0.77	\$0.00	
tr#78 odot# 270*	0	\$3.50	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	

**\$17.42**

## Wages

Name	Hours	Rate	Wage	30% BWC	38% Overhead	Total	Invoice
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Josh Casto	2.5	\$30.50	\$76.25	\$22.88	\$37.67	\$136.79	
Nick Townsend	2.5	\$30.50	\$76.25	\$22.88	\$37.67	\$136.79	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Alex Snoke	1	\$18.00	\$18.00	\$5.40	\$8.89	\$32.29	
Jake Taylor	1.5	\$18.00	\$27.00	\$8.10	\$13.34	\$48.44	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
							\$354.32

<b>Total Daily Cost</b>	<b>\$371.74</b>
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Cost Data Sheet	
Date:	06/09/25
Township:	Violet
	Location: Violet Meadows
	Section
	Phase
	Code 2830

6/9 Cleaned both basins	7/21 cleaned both basins
6/11 cleared brush off Sec4P2 HW4	
6/17 cleaned both basins	
6/18 cleaned both basins	

DESCRIPTION	Supplier	Units	Price Ea.	Total	Invoice
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
					<b>\$0.00</b>

Description	Hours*	Price Ea.	Total	Invoice
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
tr#49 odot#253	56	\$1.34	\$75.04	
tr#17 odot# 221	28	\$0.77	\$21.56	
tr#78 odot# 270*	0	\$3.50	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
				<b>\$96.60</b>

Name	Hours	Rate	Wage	30% BWC	38% Overhead	Total	Invoice
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Josh Casto	4	\$30.50	\$122.00	\$36.60	\$60.27	\$218.87	
Nick Townsend	4	\$30.50	\$122.00	\$36.60	\$60.27	\$218.87	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Alex Snoke	1	\$18.00	\$18.00	\$5.40	\$8.89	\$32.29	
Jake Taylor	2	\$18.00	\$36.00	\$10.80	\$17.78	\$64.58	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
							<b>\$534.61</b>

<b>Total Daily Cost</b>	<b>\$631.21</b>
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### Cost Data Sheet

<b>Date:</b>	06/09/25	<b>Location:</b>	Winding Creek
<b>Township:</b>	Violet		
		<b>Section</b>	
		<b>Phase</b>	
		<b>Code</b>	2831

### Description of Work

6/9 cleaned brush from Sec2 CB51	6/16 Sec4 HW1,2 cleared brush
6/11 cleared brush off Sec1 HW1, Sec2 HW7&8, Sec2 EX.HW-A, HW1	6/27 weedeated manholes sec5 MH13 and sec5 MH12
6/11 cleared brush off Sec4 HW1&2, Sec5 HW1	
6/12 Sec5 HW1 cleared brush	

## Materials

DESCRIPTION	Supplier	Units	Price Ea.	Total	Invoice
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
					<b>\$0.00</b>

Equipment	Miles
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<u>Equipment</u>		Miles		
Description	Hours*	Price Ea.	Total	Invoice
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
tr#49 odot#253	70	\$1.34	\$93.80	
tr#17 odot# 221	70	\$0.77	\$53.90	
tr#78 odot# 270*	0	\$3.50	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	

\$147.70

## Wages

Name	Hours	Rate	Wage	30% BWC	38% Overhead	Total	Invoice
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Josh Casto	7	\$30.50	\$213.50	\$64.05	\$105.47	\$383.02	
Nick Townsend	7	\$30.50	\$213.50	\$64.05	\$105.47	\$383.02	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Alex Snoke	5	\$18.00	\$90.00	\$27.00	\$44.46	\$161.46	
Jake Taylor	3	\$18.00	\$54.00	\$16.20	\$26.68	\$96.88	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
							\$1,024.37

<b>Total Daily Cost</b>	<b>\$1,172.07</b>
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Cost Data Sheet	
Date:	06/17/25
Township:	Violet
Location:	Woodstream
Section	
Phase	
Code	2832

Section  
Phase  
Code 2832

sheet Completed By: Jcasto



Resolution No. 2025-07.29.I

A resolution to request for appropriations for additional unanticipated receipts of memo receipts and memo expenses for fund 2050 for annual inspections, repairs, and maintenance in various subdivisions as of 07/23/2025.

(Fairfield County Engineer)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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



**A resolution to appropriate from unappropriated in a major expenditure object category County Engineer 2024-Motor Vehicle for materials & supplies**

**WHEREAS**, additional appropriations are needed in the major expenditure object category for 2024 Motor Vehicle and

**WHEREAS**, appropriate from unappropriated will allow proper accounting in the major expenditure object category.

---

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

---

**Section 1.** The Fairfield County Board of Commissioners appropriate from unappropriated into the following category:

\$75,000.00          16202405-Materials & Supplies

---



**A resolution to appropriate from unappropriated in a major  
expenditure object category County Engineer 2024-Motor Vehicle for  
materials & supplies**

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

16202405-560000      \$75,000.00

Prepared by: Julie Huggins  
cc: Engineer



Signature Page

Resolution No. 2025-07.29.m

A resolution to appropriate from unappropriated in a major expenditure object category County Engineer 2024-Motor Vehicle for materials & supplies

(Fairfield County Engineer)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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



**A resolution to approve a Construction and Road Usage Agreement with Metro Development III LLC.**

**WHEREAS,** roadway improvements are necessary on North Columbus Street (CR37) for Fairfield Park Apartments; and

**WHEREAS,** North Columbus Street (CR37) is a county road under the general supervision of the Fairfield County Engineer; and

**WHEREAS,** the parties anticipate an increase in vehicular traffic on North Columbus Street resulting from the construction of the new multi-family apartments called Fairfield Park; and

**WHEREAS,** to help accommodate the anticipated increase in vehicular traffic, Metro Development III LLC intends to install a new east bound left turn lane and road widening on North Columbus Street; and

**WHEREAS,** Metro Development III LLC is seeking permission from the County, by and through the Fairfield County Engineer's Office, to construct an east bound left turn lane and road widening on North Columbus Street; and

**WHEREAS,** the Fairfield County Engineer feels a Construction and Road Usage Agreement is needed with Metro Development III LLC for the construction of an east bound left turn lane and road widening on North Columbus Street; and

**WHEREAS,** this Construction and Road Usage Agreement requires the approval and signatures of the Fairfield County Board of Commissioners.

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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 Commissioners resolves to approve and sign the Construction and Road Usage Agreement with Metro Development III LLC.



2025-07.29.n

**A resolution to approve a Construction and Road Usage Agreement with Metro Development III LLC.**

**SECTION 2:** That the Clerk of this Board furnish the County Engineer with a copy of this signed Agreement further action.

Prepared by: Cheryl Downour  
cc: Engineering Office



**FAIRFIELD COUNTY, OHIO  
CONSTRUCTION AND ROAD USAGE  
AGREEMENT**

This Agreement is made and entered into by and between the Board of Fairfield County Commissioners, the Fairfield County Engineer, (collectively "the County") and **Metro Development III LLC** ("Developer").

WHEREAS, **Roadway Improvements are necessary on North Columbus Street for Fairfield Park Apartments;**

WHEREAS, **North Columbus Street** is a county road (CR 37) under the general supervision of the Fairfield County Engineer's Office;

WHEREAS, the parties anticipate an increase in vehicular traffic on **North Columbus Street** resulting from the construction of the new **Multi-Family Apartments, called Fairfield Park;**

WHEREAS, to help accommodate the anticipated increase in vehicular traffic the Developer intends to install new **East Bound Left Turn Lane and Road Widening on North Columbus Street;**

WHEREAS, the Developer seeks permission from the County, by and through the Fairfield County Engineer's Office ("Engineer"), to construct an **East Bound Turn Left Lane and Road Widening on North Columbus Street.**

NOW THEREFORE, for and in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Construction on North Columbus Street (CR37). Developer shall, at its sole cost and expense, construct a **East Bound Left Turn Lane and Road Widening** (collectively said work being referred to as "the Project") into **Fairfield Park Apartments** in accordance with the plans and specifications previously agreed to by the parties, which are incorporated herein. The signed title page of the plans and specifications evidencing the parties' agreement is set forth in Exhibit A (a copy of which is attached hereto and incorporated herein).
2. *Period of Construction.* The Developer shall cause construction of the Project to commence no later than **August 4, 2025** ("the Construction Commencement Date") and shall cause the Project to be completed no later than **September 19, 2025** ("the Construction Termination Date"). The Developer shall notify the Office of Fairfield County Engineer ("the Engineer") in writing of the Construction Commencement Date no less than 96 hours prior to such date and shall notify the Engineer in writing of the Construction Termination Date within 24 hours of the completion of construction ("Construction Termination Notice").
  - 2.01. If the Developer fails to complete the Project by the Construction Termination Date, the Developer agrees to take all reasonable actions requested by the County to enforce its agreement with the Developer to accomplish completion of the Project. Such actions shall be limited to the Project only and will not interfere with any other ongoing construction project of the Developer. Such requests may include, but are not limited to:
    - 2.01.01. Litigation seeking specific performance of the contract between the County and the Developer (**Metro Development III LLC**);



- 2.01.02. Making a claim against the bond posted by the Developer; Metro Development III LLC
  - 2.01.03. Terminating the contract between the County and the Developer and seeking completion of the work by a new Contractor.
- 2.02. The Developer shall at all times cause the Project site to be kept reasonably free from accumulation of waste materials and rubbish caused by the Developer, its employees or sub-Developers or materialmen and, at the completion of work on the Project, shall cause all rubbish and all of tools, scaffolding, and surplus materials to be removed.
- 3. *Roadway Damage.* The Developer shall be licensed, bonded, and insured as required by any state or local ordinance.
- 4. *Roadway Signage.* The Developer shall cause to be posted appropriate signage or barricades providing motorists with notice of conditions affecting travel at or near the Project site at the request and approval of the Engineer. The Developer and its contractors, sub-contractors, employees, and all others doing work for the Developer shall comply with any and all applicable roadway and bridge restrictions, including any weight restrictions.
- 5. *Overload Requirements.* The Developer and its contractors shall not utilize any section of roadway in Fairfield County, Ohio with vehicles or equipment that weigh more than the legal weight limit, unless the Developer, its contractors, and subcontractors have applied for and been issued the appropriate Oversized/Overweight permit by the Fairfield County Engineer's Office.
- 6. *Inspection.* The County shall provide a Project Inspector and Project Engineer during construction of the Project to verify compliance with the plans and specifications. To cover the inspection cost, the Developer shall pay an amount equal to 5% of the engineer's construction cost estimate to the Fairfield County Engineer's Office or an amount otherwise imposed by the County to cover the inspection cost if those costs exceed the 5% estimate. Notwithstanding such inspection by the Engineer's Office, the Developer shall remain solely responsible for constructing the Project in accordance with the plans and specifications referenced herein, and for full compliance with its obligations under this Agreement.
  - 6.01. Prior to construction of the Project in accordance with the plans and specifications, the Developer shall promptly dedicate to the County any and all lands not owned by the County which contain the Project's improvements, and shall also transfer to the County on documents acceptable to the County any and all ownership rights it may have in the Project including, but not limited to, any and all improvements it made in connection with the Project and waive any and all rights in the Project. Said dedication and transfer shall proceed in accordance with Ohio law including, but not limited to, the requirements of R.C. section 5553.31 if applicable.
- 7. *Bond.* The Developer has provided to the County evidence of a bond issued in its favor by **Huntington National Bank** (bond company) guaranteeing the work of the Developer and in the form prescribed by Ohio Revised Code 153.54. This bond shall remain in full force and effect during the term of this Agreement.
- 8. *Insurance.* Developer shall carry Commercial General Liability ("CGL") Insurance with coverage for premises-operations liability, Developer's protective liability, products and



completed operations liability, broad form property damage liability, contractual liability, and personal injury liability. Developer shall also provide required workers' compensation coverage and all other forms of insurance required by law and such other forms of insurance customarily carried by general Developers for the construction of the type of project being constructed pursuant to this Agreement. Said policies shall be in the amounts of no less than one million dollars per occurrence (\$1,000,000) and no less than three million dollars (\$3,000,000) in the aggregate per calendar years. Irrespective of the maintenance or non-maintenance of such insurance by Developer, its contractors, or its subcontractors, Developer agrees to defend, indemnify, and hold harmless the County and its officers and employees from any claims or demands normally covered by such policies.

- 8.01. All such insurance shall be provided for the Fairfield County Board of Commissioners to be named as an additional insured and contain a provision that coverage afforded under the policies shall not be canceled or allowed to expire until at least 30 days prior written notice has been given to the County. The Developer shall provide evidence of such insurance to the County prior to commencement of construction.
9. *Applicable State Law.* This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Ohio. Any litigation brought by or in connection with this Agreement shall be brought only in either the Fairfield County, Ohio Municipal or Common Pleas Courts and in no other state or federal court.
10. *Severability.* If any term or provision of this Agreement or the application thereof to any persons or circumstances shall to any extent be held invalid or unenforceable by a court of appropriate jurisdiction, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
11. *Counterparts.* This Agreement and any Attachments may be executed in separate counterparts, each of which shall be an original and all of which shall be deemed to be one and the same instrument.
12. *Entire Agreement.* This Agreement sets forth the entire understanding and agreement of the parties hereto regarding the subject matter hereof and supersedes and replaces any and all prior agreements or understandings, oral or written, with respect to the subject matter hereof, excepting already established road crossing agreements/permits.
13. *Amendment.* This Agreement may only be modified by an instrument signed by all parties hereto.
14. *Notification.* Any notices to be given under this Agreement will be given by email sent to all the addresses listed for a party. If the send is notified that email delivery failed for any reason, notification shall be sent to the usual place of business for the party receiving the notice

14.01. For the County:

jeremiah.upp@fairfieldcountyohio.gov  
eric.mccrady@fairfieldcountyohio.gov  
mitch.noland@fairfieldcountyohio.gov




14.02. For the Developer:

jthomasjr@drkmetro.com


15. *Recitals.* The Recitals set forth above are incorporated into and made a part of this Agreement.
16. *Time of the essence.* Time is of the essence in the performance of the terms of this Agreement.

IN WITNESS WHEREOF, the parties have signed this Agreement below this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_.

Metro Development III LLC

By:   
Title: President / CEO  
Date: 7/22/2025


Approved as to legal form:

By:   
Title: Jill Tangeman, Esq., Attorney for Metro Development III LLC  
Date: 7/22/25

THE BOARD OF FAIRFIELD COUNTY  
COMMISSIONERS

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

THE OFFICE OF THE FAIRFIELD COUNTY  
ENGINEER

  
Jeremiah Upp  
Fairfield County Engineer  
Date: 7-23-25

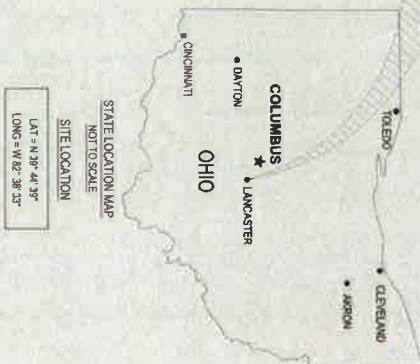
Approved as to legal form:

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_





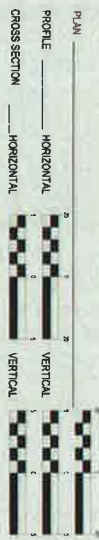
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R9-R10  
R11  
R12-R13  
R14-R17  
R18  
R19  
R20



**APPROVALS:**

7/28/25  
DATE

DATE 7/23/20



		ENGINEERS' STAMP	
STATE OF OHIO DIVISION OF HIGHWAYS COLUMBUS, OHIO 43260-1192 6-81112		DATE: 3/23/2025 BY: [Signature]	
DDOT STANDARD CONSTRUCTION DRAWINGS			
BS-3.1	01130204	0.5	CITY OF LANCASTER STANDARD CONSTRUCTION DRAWINGS
04-2-SB&C	01130204	0-4	07130200
04-4	01130204	0-4	07130200
04-5	01130204	0-4	07130200
04-6	01130204	0-4	07130200
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04-251	01130204	0-4	07130200
04-252	01130204	0-4	07130200
04-253	01130204	0-4	

PLAN PREPARED BY:



3001 BRIGHT ROAD, SUITE 300  
 MANSBURG, OHIO 45342  
 PH (937) 435-8584 | FAX (937) 405-3307

SCORED	3/22/2025
DATE	

**UNDERGROUND UTILITIES**  
Contact Two Working Days  
Before You Dig

**Soniobest**  
Before You Dig

OH10831, 8-1-1, or 1-800-382-2784  
(Non-members must be called directly)

 METRO DEVELOPMENT  
LANCASTER, OH

TITLE SHEET  
N. COLUMBUS STREET

ISSUE	DATE
AGENCY REVIEW	06/16/2025



## ROUTING FORM FOR CONTRACTS

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

- A. ☐ Goods and/or Services in excess of \$77,250.00—competitively selected via an Invitation to Bid, pursuant to R.C. 307.86-307.92
- B. ☐ Goods and/or Services in excess of \$77,250.00—competitively selected via a Request for Proposals, pursuant to R.C. 307.862
- C. ☐ Public Improvement contracts—competitively selected pursuant to R.C. 153.08-153.12
- D. ☐ Architect/Engineer design services for public improvements—selected through the Request for Qualifications process pursuant to R.C. 153.65-153.72
- E. ☐ County Road Improvement/Construction—competitively selected pursuant to R.C. 5555.61
- F. ☐ The subject matter was exempt from competitive selection for the following reason(s):
1. ☐ Under \$77,250.00
  2. ☐ State Term #: \_\_\_\_\_ (copy of State Term Contract must be attached)
  3. ☐ ODOT Term #: \_\_\_\_\_ (See R.C. 5513.01)
  4. ☐ Professional Services (See the list of exempted occupations/services under R.C. 307.86)
  5. ☐ Emergency (Follow procedure under ORC 307.86(A))
  6. ☐ Sole Source (attach documentation as to why contract is sole source)
  7. ☐ Other: \_\_\_\_\_ (cite to authority or explain why matter is exempt from competitive bidding)
- G. ☐ Agreement not subject to Sections A-F (explain): \_\_\_\_\_
- H. ☐ Compliance with Fairfield County Board of Commissioners Procurement Guidelines
1. ☐ No County employee, employee's family member, or employee's business associate has an interest in this contract OR such interest has been disclosed and reviewed by the Prosecutor's Office
  2. ☐ No Finding for Recovery against Vendor as required under R.C. 9.24 (search via "Certified Search" on <http://ffr.ohioauditor.gov/>)
  3. ☐ Obtained 3 quotes for purchases under \$77,250.00 (as applicable)
  4. ☐ Purchase Order is included with Agreement
  5. Executed Ohio Law Acknowledgment Form (ORC 307.901)

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Name and Title

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



Prosecutor's Approval Page

Resolution No.

A resolution to approve a Construction and Road Usage Agreement with Metro Development III LLC.

(Fairfield County Engineer)

Approved as to form on 7/25/2025 10:44:32 AM by Steven Darnell,



Signature Page

Resolution No. 2025-07.29.n

A resolution to approve a Construction and Road Usage Agreement with Metro Development III LLC.

(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 Oglesby Construction, Inc. for the 2025 Pavement Markings Project.**

**WHEREAS**, on July 8, 2025, this Board of Commissioners awarded the Bid for the 2025 Pavement Markings Project to Oglesby Construction, Inc. for \$75,649.75, 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 Oglesby Construction, 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 2025 Pavement Markings Project Contract with Oglesby Construction, Inc. for \$75,649.75 by signing the Contract Agreement and this Resolution for this project to proceed.

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

Prepared by: Cheryl Downour  
cc: Engineering Department



## CONTRACT

This Contract, made this \_\_\_\_\_ day of \_\_\_\_\_, 2025, between the Fairfield County Commissioners, hereinafter called the Owner, and Oglesby Construction, Inc. and its successors, executors, administrators and assigns, hereinafter called the Contractor.

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

ARTICLE I: Scope of the Work - The Contractor shall perform within the time stipulated, the Contract as herein defined of which this agreement is a component part and everything required to be performed and shall provide and furnish any and all of the labor and materials together with all tools, equipment and all utility and transportation services necessary to perform the Contract and complete in a workmanlike manner all the work covered by the Contract in connection with the Owner's Project identified as: 2025 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 within the time allowed, must be completed not later than September 26, 2025, 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, six hundred forty-nine dollars & 75/100 (\$75,649.75) upon completion of 2025 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:**

\_\_\_\_\_  
**Jeffrey M. Fix**  
**President**

\_\_\_\_\_  
**Steven A. Davis**  
**Commissioner**

\_\_\_\_\_  
**David L. Levacy**  
**Commissioner**

**CONTRACTOR:**

**BY (signature):**

**BY (print name):**

**ADDRESS:**

**TELEPHONE:**

**FAX:**

**E-MAIL:**

Oglesby Construction Inc.

*[Signature]*

Anthony B Whiracze

305 Woodlawn Ave

Norwalk OH 44857

419 668-8204

419 668-6140

lynn5@oglesby.net





## CERTIFICATES

The hereto attached Performance and Payment Bond being good and sufficient is accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

FAIRFIELD COUNTY BOARD OF COMMISSIONERS:

\_\_\_\_\_  
Jeffrey M. Fix  
President

\_\_\_\_\_  
Steven A. Davis  
Commissioner

\_\_\_\_\_  
David L. Levacy  
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 \$75,649.75. This figure has been lawfully appropriated, or authorized or directed for the 2025 Pavement Markings Project free from any obligation.



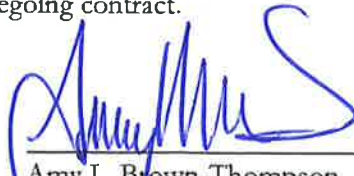
Carri L. Brown  
Fairfield County Auditor

Dated at Lancaster, Ohio:

July 10, 2025

### CERTIFICATE OF PROSECUTING ATTORNEY

I HEREBY APPROVE the form of the foregoing contract.



Amy L. Brown-Thompson  
Assistant Prosecuting Attorney

Date:

July 22, 2025



Signature Page

Resolution No. 2025-07.29.o

A Resolution to Approve the Contract with Oglesby Construction, Inc. for the 2025 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 2025 Pavement Markings Project.**

**WHEREAS,** by Resolution on July 8, 2025, this Board of Commissioners awarded a Contract to Oglesby Construction, Inc.; 305 Woodlawn Avenue; Norwalk, OH 44857, in the amount of \$75,649.75 for the 2025 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 2025 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: Cheryl Downour  
cc: Engineering Department



NOTICE OF COMMENCEMENT  
(Section 1311.04 and 1311.252, Ohio Revised Code)

STATE OF OHIO:

SS

COUNTY OF FAIRFIELD:

Now comes the Board of Commissioners of Fairfield County Ohio by Jeffrey M. Fix, its President, who after being duly cautioned and sworn, states the following in connection with the 2025 Pavement Markings Project:

1. The Public Improvement under construction is the pavement markings for various county roads.
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: Oglesby Construction, Inc.; 305 Woodlawn Avenue; Norwalk, OH 44857, 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 8, 2025.
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 Travelers Casualty & Surety Company of America; One Tower Square; Hartford, CT 06183.
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.

Jeffrey M. Fix  
The Board of Commissioners of  
Fairfield County Ohio, Affiant

Be it remembered, that on this \_\_\_\_\_ day of \_\_\_\_\_, 2025, before me, the subscriber, a notary public, in and for said state, personally came Jeffrey M. Fix, 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. 2025-07.29.p

A Resolution to Approve the Notice to Commence for the 2025 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 a memo exp./ memo receipt for the costs of Birth Certificates paid to Fairfield County Health Departments as a memo expenditure for fund# 2072 Public Children's Services**

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

---

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

---

Section 1: That the Fairfield County Board of Commissioners approve the following memo receipt:

71700300- 434410 Reimbursement - \$96.00

This amount represents monies owed to the Health Department for FCJFS's costs paid to the Health Department as denoted in the attached documentation.

Section 2: That the Fairfield County Board of Commissioners approves the following expenditure and requests that the Fairfield County Auditor accomplish the transaction as if a regular County Auditor warrant reimbursing the Health Department for FCJFS's Birth Certificate costs.

Memo expenditure as referenced below:

Vendor # 7482 Fairfield County Health Department

Account: 12207207-533000 Other Professional Services

Amount: \$96.00

Prepared by: Brandi Downhour, Budget Manager

cc: Jamie Ehorn, Fairfield County Health Department



Resolution No. 2025-07.29.q

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

(Fairfield County Job and Family Services)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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



**A Resolution to Approve a Memorandum of Understanding (MOU) by and between Fairfield County Juvenile Court and Fairfield County Educational Service Center**

**WHEREAS**, the MOU by and between Fairfield County Juvenile Court and Fairfield County Educational Service Center is a collaboration to implement ongoing measures and early intervention programming in order to lower community truancy through the Fairfield County Educational Service Center Truancy Intervention Program; and

**WHEREAS**, the partners have agreed to collaborate in the manner specified in the RECLAIM grant application and narratives for the administration and implementation of the Truancy Intervention Program; and

**WHEREAS**, the Fairfield County Juvenile Court will provide a financial contribution for one full-time case manager: \$108,513.56 for year 2. Juvenile Court will be utilizing Subsidy funds from the Ohio Department of Youth Services; and

**WHEREAS**, this MOU shall be effective from August 1, 2025, through July 1, 2026. The MOU may be renewed upon mutual agreement of the parties as evidenced by the execution of written amendments executed by both parties or by ESC accepting payment from Fairfield County Juvenile Court for subsequent MOU term.

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

---

**Section 1.** That the Board of Commissioners resolve to approve a memorandum of understanding (MOU) by and between Fairfield County Juvenile Court and Fairfield County Educational Service Center.

Prepared by: Alisha Hoffman  
cc: Juvenile Court



**Memorandum of Understanding  
among  
The Fairfield County Juvenile Court and Fairfield County Educational Service Center  
for  
Fairfield County Educational Service Center Truancy Intervention Program**

**Whereas**, the Fairfield County Educational Service Center Truancy Intervention Program is a collaboration among Fairfield County Juvenile Court and the Fairfield County Educational Service Center to implement ongoing measures and early intervention programming in order to lower community truancy; and

**Whereas**, the purpose of the Truancy Intervention Program is to offer families and children who are struggling with attendance at any stage a vital community intervention; and

**Whereas**, the previously stated partners collaborated to address a recognized community need; and

**Whereas**, the partners have agreed to collaborate in the manner specified in the RECLAIM grant application and narratives for the administration and implementation of the Truancy Intervention Program; and

**Whereas**, the partners desire to enter a Memorandum of Understanding to generally define the roles and responsibilities of their respective organizations.

**Now, Therefore**, roles and responsibilities are hereby agreed to by and between the partners as follows:

**Principles of Partnership:** Each of the partners recognizes that their skills complement those of the other partners and are useful to the project. The varied viewpoints that each partner contributes to the partnership are its strongest point. In every situation, the partners will try to work collaboratively.

**The Fairfield County Juvenile Court** will provide a financial contribution for one full-time case manager: 108,513.56 for Year 2. Juvenile Court will be utilizing Subsidy funds from the Ohio Department of Youth Services to contract for services with the Fairfield County Educational Service Center. The Court will function as the primary liaison with the Ohio Department of Youth Services.

**The Fairfield County Educational Service Center** will serve as the contracted provider to provide case management services throughout the community to address the needs of specific groups, including students in grades K-12, those enrolled in an Absence Intervention Plan (AIP), and students experiencing persistent attendance challenges. The program will incorporate a structured framework, focused interventions, and intensive personalized strategies, all aligned with best practices, program assessment, and ongoing enhancement as integral components of this pilot, as detailed within the attached proposal. The ESC will serve as the primary liaison with partners to include, Fairfield County Juvenile Court, ADAMH, Fairfield County Protective Services, Fairfield County and City Schools, where applicable.

**The term of this MOU** shall be for a period commencing August 1, 2025, and ending on July 1, 2026, unless otherwise rescinded given a 30-day written notice by any of the partners. The MOU may be renewed upon mutual agreement of the parties as evidenced by the execution of a written amendment executed by both parties or by ESC accepting payment from Fairfield County Juvenile Court for subsequent MOU term.

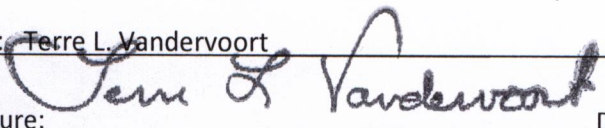
**We, the undersigned have read and agree with this MOU. Further, we have reviewed the proposed project and approve it.**

**Fairfield County Juvenile and Probate Court**



Name: Terre L. Vandervoort

Title: Judge

Signature: 

Date: 07.25.25

**Fairfield County Educational Service Center**

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

Title: Superintendent

Signature: \_\_\_\_\_

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

**Fairfield County Commissioner**

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

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

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



## ROUTING FORM FOR CONTRACTS

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

- A. ☐ Goods and/or Services in excess of \$77,250.00—competitively selected via an Invitation to Bid, pursuant to R.C. 307.86-307.92
- B. ☐ Goods and/or Services in excess of \$77,250.00—competitively selected via a Request for Proposals, pursuant to R.C. 307.862
- C. ☐ Public Improvement contracts—competitively selected pursuant to R.C. 153.08-153.12
- D. ☐ Architect/Engineer design services for public improvements—selected through the Request for Qualifications process pursuant to R.C. 153.65-153.72
- E. ☐ County Road Improvement/Construction—competitively selected pursuant to R.C. 5555.61
- F. ☐ The subject matter was exempt from competitive selection for the following reason(s):
1. ☐ Under \$77,250.00
  2. ☐ State Term #: \_\_\_\_\_ (copy of State Term Contract must be attached)
  3. ☐ ODOT Term #: \_\_\_\_\_ (See R.C. 5513.01)
  4. ☐ Professional Services (See the list of exempted occupations/services under R.C. 307.86)
  5. ☐ Emergency (Follow procedure under ORC 307.86(A))
  6. ☐ Sole Source (attach documentation as to why contract is sole source)
  7. ☐ Other: \_\_\_\_\_ (cite to authority or explain why matter is exempt from competitive bidding)
- G. ☐ Agreement not subject to Sections A-F (explain): \_\_\_\_\_
- H. ☐ Compliance with Fairfield County Board of Commissioners Procurement Guidelines
1. ☐ No County employee, employee's family member, or employee's business associate has an interest in this contract OR such interest has been disclosed and reviewed by the Prosecutor's Office
  2. ☐ No Finding for Recovery against Vendor as required under R.C. 9.24 (search via "Certified Search" on <http://ffr.ohioauditor.gov/>)
  3. ☐ Obtained 3 quotes for purchases under \$77,250.00 (as applicable)
  4. ☐ Purchase Order is included with Agreement
  5. Executed Ohio Law Acknowledgment Form (ORC 307.901)

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Alisha Hoffman, Budget & Grant Specialist  
Name and Title

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



Prosecutor's Approval Page

Resolution No.

A Resolution to Approve a Memorandum of Understanding (MOU) by and between  
Fairfield County Juvenile Court and Fairfield County Educational Service Center

(Fairfield County Juvenile/Probate Court)

Approved as to form on 7/25/2025 10:11:17 AM by Steven Darnell,



Signature Page

Resolution No. 2025-07.29.r

A Resolution to Approve a Memorandum of Understanding (MOU) by and between  
Fairfield County Juvenile Court and Fairfield County Educational Service Center

(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 to approve the Sycamore Grove, Phase 1-A, Final Plat  
[Regional Planning]**

**WHEREAS**, the Sycamore Grove, Phase 1-A, subdivision located in Violet Township, was approved by the Regional Planning Commission on January 7, 2025; 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 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 Sycamore Grove, Phase 1-A, subdivision.

Prepared by: Joshua Hillberry  
cc: Regional Planning



C:\DC\ACC\Docs\CESO\KH Sycamore Grove Tollgate Rd\Project Files\_CESO\04-SURVEY\DWG\761723-KH-SYCAMORE GROVE-PLAT-PH1A.dwg - 5/19/2025 - Andreas Chevalier

LEGAL DESCRIPTION:

SITUATED IN THE STATE OF OHIO, COUNTY OF FAIRFIELD, TOWNSHIP OF VIOLET, SECTION 25, TOWNSHIP 16, RANGE 20, REFUGEE LANDS AND BEING A 19.584 ACRE SUBDIVISION, OUT OF THAT ORIGINAL 100.74 ACRE TRACT AS CONVEYED TO ROCKFORD HOMES, INC, OF RECORD IN INSTRUMENT NUMBER 202100010503, ALL DEED REFERENCES REFER TO THE RECORDS OF THE RECORDER'S OFFICE FAIRFIELD COUNTY OHIO.

UTILITY EASEMENTS: UTILITY EASEMENTS SHOWN ON THIS PLAT ARE FOR THE CONSTRUCTION, OPERATION, MAINTENANCE, REPAIR, REPLACEMENT, OR REMOVAL OF UTILITY 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.

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, FENCING 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.

SANITARY SEWER EASEMENTS: EASEMENTS DESIGNATED AS SANITARY SEWER EASEMENTS ON THIS PLAT ARE FOR THE CONSTRUCTION, OPERATION, MAINTENANCE, REPAIR, REPLACEMENT, OR REMOVAL OF SANITARY SEWER LINES AND SERVICES, AND FOR THE EXPRESS PRIVILEGE OF REMOVING ANY AND ALL TREES, FENCING OR OTHER OBSTRUCTIONS TO THE FREE USE OF SAID SEWERS 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 SEWER EASEMENTS.

DRAINAGE EASEMENTS: AN EASEMENT IS HEREBY GRANTED FOR THE PURPOSE OF CONSTRUCTION, OPERATION, RECONSTRUCTION, USAGE, AND MAINTENANCE OF STORM DRAINAGE SWALES, DITCHES AND UNDERGROUND PIPING AND APPURTENANT WORKS ON ANY PART OF EASEMENT AREAS DESIGNATED "DRAINAGE EASEMENT" HEREON INCLUDING THE RIGHT TO CONSTRUCT, CLEAN, REPAIR, KEEP UNOBSTRUCTED, AND CARE FOR SAID SEWERS, SWALES, DITCHES, PIPING AND APPURTENANT STRUCTURES, TOGETHER WITH THE RIGHT OF ACCESS TO THE SAID AREAS FOR SAID PURPOSE. NO ABOVE GRADE STRUCTURES, DAMS, FENCING OR OTHER OBSTRUCTIONS TO THE FLOW OF STORM WATER RUNOFF ARE PERMITTED WITHIN THE DRAINAGE EASEMENT AREAS AS DELINEATED ON THIS PLAT, EXCEPT THOSE SHOWN ON THE APPROVED CONSTRUCTION DRAWINGS.

DRAINAGE AND SANITARY SEWER EASEMENTS: AN EASEMENT IS HEREBY GRANTED FOR THE PURPOSE OF CONSTRUCTION, OPERATION, RECONSTRUCTION, USAGE, AND MAINTENANCE OF STORM DRAINAGE SWALES AND SANITARY SEWERS, DITCHES AND UNDERGROUND PIPING AND APPURTENANT WORKS ON ANY PART OF EASEMENT AREAS DESIGNATED "DRAINAGE AND SANITARY SEWER EASEMENT" HEREON INCLUDING THE RIGHT TO CONSTRUCT, CLEAN, REPAIR, KEEP UNOBSTRUCTED, AND CARE FOR SAID SEWERS, SWALES, DITCHES, PIPING AND APPURTENANT STRUCTURES, TOGETHER WITH THE RIGHT OF ACCESS TO THE SAID AREAS FOR SAID PURPOSE. NO ABOVE GRADE STRUCTURES, DAMS, FENCING OR OTHER OBSTRUCTIONS TO THE FLOW OF STORM WATER RUNOFF ARE PERMITTED WITHIN THE DRAINAGE AND SANITARY SEWER EASEMENT AREAS AS DELINEATED ON THIS PLAT, EXCEPT THOSE SHOWN ON THE APPROVED CONSTRUCTION DRAWINGS, UNLESS APPROVED BY THE FAIRFIELD COUNTY ENGINEER AND THE FAIRFIELD COUNTY SANITARY ENGINEER.

WATER LINE EASEMENTS: EASEMENTS DESIGNATED AS WATER EASEMENTS ON THIS PLAT ARE FOR THE CONSTRUCTION, OPERATION, MAINTENANCE, REPAIR, REPLACEMENT, OR REMOVAL OF WATER LINES AND SERVICES, AND FOR THE EXPRESS PRIVILEGE OF REMOVING ANY AND ALL TREES OR OTHER OBSTRUCTIONS TO THE FREE USE OF SAID WATER LINES 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 WATER EASEMENTS.

PEDESTRIAN ACCESS ROUTES: WE THE UNDERSIGNED, ROCKFORD HOMES, INC, BEING THE OWNERS AND LIEN HOLDERS OF THE LAND PLATTED HEREIN, DO VOLUNTARILY CONSENT TO THE EXECUTION OF SAID PLAT. THE UNDERSIGNED FURTHER REQUIRE THE OWNERS OF THE LOT OR LOTS WITHIN SAID SUBDIVISION TO CONSTRUCT, MAINTAIN, REPAIR, RECONSTRUCT SAID PEDESTRIAN ACCESS ROUTES ALONG THE LANDS ABUTTING AND WITHIN COUNTY OWNED RIGHT-OF-WAY OR HIGHWAY EASEMENT IN PERPETUITY. THE DUTIES SET FORTH IN THIS NOTATION SHALL BE BINDING ON THE OWNER' SUCCESSORS AND ASSIGNS.

VEHICULAR RIGHT-OF-ACCESS SHALL NOT BE ALLOWED ACROSS THE ONE (1) FOOT EASEMENT LYING PARALLEL TO TOLL GATE ROAD AND ALONG THE EASTERN SIDE OF TOLL GATE ROAD RIGHT-OF-WAY, EXCEPT AT COOPER AND WALDEN DRIVE AS SHOWN ON THE PLAT.

DRAINAGE MAINTENANCE DISTRICT: A MAINTENANCE AGREEMENT FOR DRAINAGE FACILITIES IS A PART OF THE IMPROVEMENT PLANS OF THE SYCAMORE GROVE PHASE 1A AND THE OBLIGATION TO PAY THE MAINTENANCE FEES SHALL PASS WITH THE TITLE TO THE PROPERTY. THERE SHALL BE INSERTED IN EACH DEED PASSING TITLE TO ANY OF THE LAND HEREIN BY THE OWNER OR DEVELOPER THE WORDS:

"TITLE TO THE FEE INCLUDES THE OBLIGATION TO PAY THE DRAINAGE MAINTENANCE FEE ASSESSED, OR TO BE ASSESSED, BY THE COUNTY, PURSUANT TO THE OHIO REVISED CODE 6137 AND FOLLOWING SECTIONS. THIS INCLUDES THE OBLIGATION TO PAY SUCH PORTION OF THE DRAINAGE MAINTENANCE FEE ASSESSMENT, OR TO BE ASSESSED, TO THE PUBLIC CORPORATION(S) AS ESTABLISHED IN THE ORIGINAL SCHEDULE, AS AMENDED FROM TIME TO TIME."

"ALL LOTS IN THE SUBDIVISION SHALL BE PART OF A DRAINAGE DISTRICT FOR OF THE MAINTENANCE, REPAIR AND REPLACEMENT OF THE DRAINAGE/STORM SEWER SYSTEM SERVING THE SUBDIVISION. EACH LOT SHALL BE ASSESSED IN ACCORDANCE WITH THE RULES AND REGULATIONS GOVERNING SUCH DISTRICT FOR THE INSPECTIONS, MAINTENANCE, REPAIR AND REPLACEMENT OF SUCH DRAINAGE/STORM SEWER SYSTEM."

THE OWNER OR OWNERS OF THE FEE SIMPLE TITLE TO EACH OF THE LOTS AND LANDS SHOWN HEREON THAT HAS WITHIN IT A PORTION OF THE AREA DESIGNATED HEREON AS "DRAINAGE EASEMENT" OR "DRAINAGE AND SANITARY SEWER EASEMENT" SHALL CARE FOR, MAINTAIN, AND KEEP OPEN AND UNOBSTRUCTED THE MAJOR STORM DRAINAGE SWALE WITHIN SAID PORTION OF THE DRAINAGE EASEMENT OR DRAINAGE AND SANITARY SEWER EASEMENT AREA.

THE EASEMENT FOR STORM SEWER, STORM DRAINAGE SWALES, AND WHERE APPLICABLE SANITARY SEWER, AND APPURTENANT WORKS IS HEREBY GRANTED TO THE BOARD OF FAIRFIELD COUNTY COMMISSIONERS AND ITS ASSIGNS, FOR USE AT SUCH TIME AS IT IS DETERMINED THAT FOR REASONS OF PUBLIC HEALTH, SAFETY, AND WELFARE IT IS NECESSARY TO CONSTRUCT, RECONSTRUCT, MAINTAIN, AND KEEP OPEN AND UNOBSTRUCTED THE MAJOR STORM DRAINAGE SWALES WITHIN SAID "DRAINAGE EASEMENT AREA" OR "DRAINAGE AND SANITARY SEWER EASEMENT AREA", AND THAT THE COSTS THEREOF, BOTH DIRECT AND INCIDENTAL THERETO, SHALL BE PAID FOR BY THE OWNER OR OWNERS OF THE FEE SIMPLE TITLE TO THE LOTS AND LAND UPON WHICH SUCH MAINTENANCE IS PERFORMED, UNLESS PAID BY A DRAINAGE MAINTENANCE DISTRICT ESTABLISHED FOR THE SUBDIVISION.

MONUMENTS SHOWN ON THE PLAT AS NOT IN PLACE AT THE TIME OF RECORDING SHALL BE PLACED PRIOR TO ACCEPTANCE OF THE STREETS.

A PROPERTY OWNERS ASSOCIATION IS REQUIRED AS A CONDITION OF THIS PLAT. ALL PROPERTY OWNERS SHALL BE MEMBERS OF SAID ASSOCIATION, AND SHALL BE RESPONSIBLE FOR (DRAINAGE, WASTEWATER TREATMENT PLANT, RETENTION POND, RECREATIONAL OPEN SPACE, ETC.).

THE EASEMENTS SHOWN HEREON OUTSIDE THE PLATTED AREA AND WITHIN SAID 100.74 ACRE TRACT AND THAT 37.96 ACRE TRACT OF LAND OWNED BY ROCKFORD HOMES, INC. ARE RESERVED FOR THE PURPOSES STATED IN THE FOREGOING "EASEMENTS" PARAGRAPH.

NOTARIZED OWNER'S DEDICATION AND ACKNOWLEDGEMENT:

WE, THE UNDERSIGNED, BEING ALL THE OWNERS AND LIEN HOLDERS OF THE LAND PLATTED HEREIN, DO VOLUNTARILY CONSENT TO THE EXECUTION OF SAID PLAT, AND DEDICATE THE STREETS HEREON, COMPRISING A TOTAL OF 5.275 ACRES, TO THE PUBLIC USE FOREVER.

SIGNED AND ACKNOWLEDGED  
IN THE PRESENCE OF:

BY: *Quinten Michael*

*Aaron Bone*

ROCKFORD HOMES, INC

*Corey Theuerkauf*  
COREY THEUERKAUF  
VICE PRESIDENT OF LAND



STATE OF OHIO  
FAIRFIELD COUNTY:

BE IT REMEMBERED THAT ON THIS 2nd DAY OF July, 2025, PERSONALLY CAME COREY THEUERKAUF, VICE PRESIDENT OF LAND FOR ROCKFORD HOMES, INC, TO ME KNOWN, AND ACKNOWLEDGED THE SIGNING AND EXECUTION OF THE FOREGOING STATEMENT TO BE THEIR VOLUNTARY ACT AND DEED.

MY COMMISSION EXPIRES 02-06-2030

*Jordan Murray*  
NOTARY PUBLIC IN AND FOR  
FAIRFIELD COUNTY, OHIO  
Delaware

APPROVAL BY COUNTY COMMISSIONERS.

APPROVED AND ACCEPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.  
THE STREETS, ROADS, ETC., HEREIN DEDICATED TO PUBLIC USE ARE HEREBY ACCEPTED AS SUCH FOR THE COUNTY OF FAIRFIELD, STATE OF OHIO.

\_\_\_\_\_  
STEVE DAVIS  
FAIRFIELD COUNTY COMMISSIONERS

\_\_\_\_\_  
DAVID L. LEVACY  
FAIRFIELD COUNTY COMMISSIONERS

\_\_\_\_\_  
JEFF FIX  
FAIRFIELD COUNTY COMMISSIONERS

APPROVAL BY COUNTY ENGINEER.

THIS PLAT IS HEREBY APPROVED AS OF 21<sup>st</sup>, 2025, HOWEVER, STREETS ARE NOT ACCEPTED UNTIL INSPECTED AND APPROVED.

*Jeremiah D. Upp*  
JEREMIAH D. UPP  
FAIRFIELD COUNTY ENGINEER

APPROVAL BY COUNTY SANITARY ENGINEER.

THIS PLAT IS HEREBY APPROVED AS OF July 17, 2025, HOWEVER, SANITARY SEWERS AND WATERLINES ARE NOT ACCEPTED UNTIL INSPECTED AND APPROVED.

*Tony J. Vogel*  
TONY J. VOGEL  
FAIRFIELD COUNTY SANITARY ENGINEER

APPROVAL BY REGIONAL PLANNING COMMISSION.

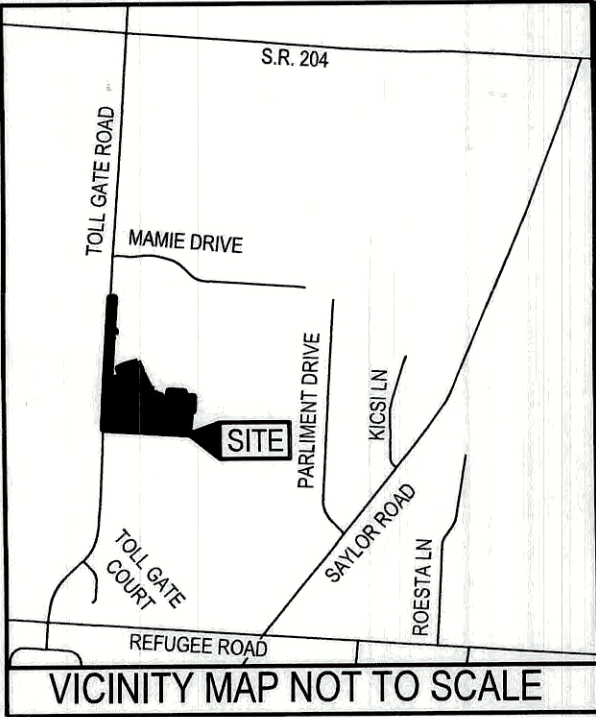
I HEREBY CERTIFY THAT THIS PLAT WAS APPROVED BY THE FAIRFIELD COUNTY REGIONAL PLANNING COMMISSION ON \_\_\_\_\_, 20\_\_\_\_. THIS APPROVAL BECOMES VOID UNLESS THIS PLAT IS FILED FOR RECORDING WITHIN ONE HUNDRED AND EIGHTY (180) DAYS OF THE ABOVE APPROVAL.

*Holly R. Mattei*  
HOLLY R. MATTEI  
DIRECTOR, FAIRFIELD COUNTY REGIONAL PLANNING COMMISSION

ZONING INSPECTOR.

THIS PLAT IS CONSISTENT WITH THE CURRENT VIOLET TOWNSHIP ZONING RESOLUTION.

*Kelly Sarko*  
KELLY SARKO  
TOWNSHIP ZONING INSPECTOR



WWW.CESOINC.COM

2800 Corporate Exchange Dr., Suite 400  
Columbus, OH 43231  
Phone: 614.794.7080 Fax: 888.208.4826

COUNTY AUDITOR.

I HEREBY CERTIFY THAT THE LAND DESCRIBED BY THIS PLAT WAS TRANSFERRED ON \_\_\_\_\_, 20\_\_\_\_.

CARRI L. BROWN  
FAIRFIELD COUNTY AUDITOR

COUNTY RECORDER.

I HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORDING ON \_\_\_\_\_, 20\_\_\_\_, AT \_\_\_\_\_ AM-PM AND THAT IT WAS RECORDED ON \_\_\_\_\_, 20\_\_\_\_, PLAT CABINET \_\_\_\_\_, SLOT \_\_\_\_\_ PLAT RECORDS OF FAIRFIELD COUNTY, OHIO. FEE \$ \_\_\_\_.

\_\_\_\_\_  
LISA MCKENZIE  
FAIRFIELD COUNTY RECORDER

BASIS OF BEARING

BEARINGS SHOWN HEREON ARE BASED ON THE OHIO STATE PLANE COORDINATE SYSTEM, OHIO SOUTH ZONE, NAD83 (2011), FOR THE BEARING OF NORTH 03° 35' 07" EAST FOR A PORTION OF THE CENTERLINE OF TOLL GATE ROAD, AS ESTABLISHED BY GPS OBSERVATIONS.

SOURCE OF DATA

THE SOURCES OF RECORDED SURVEY DATA REFERENCED IN THE PLAN AND TEXT OF THIS PLAT ARE THE RECORDS OF THE RECORDER'S OFFICE, FAIRFIELD COUNTY, OHIO.

CERTIFICATION OF SURVEYOR

I HEREBY CERTIFY THAT THIS PLAT REPRESENTS A TRUE AND COMPLETE SURVEY MADE BY ME OR UNDER MY SUPERVISION IN JUNE, 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.

*Matthew J. Ackroyd*  
MATTHEW J. ACKROYD, P.S.  
OHIO P.S. NO. 8897



OWNER/DEVELOPER:  
ROCKFORD HOMES, INC,  
999 POLARIS PARKWAY  
COLUMBUS, OHIO 43240  
PHONE: (614) 785-0015  
CONTACT: COREY THEUERKAUF

SURVEYOR:  
CESO, INC.  
2800 CORPORATE EXCHANGE DRIVE  
SUITE 400  
COLUMBUS, OH 43231  
PHONE: (614) 794-7080

Sycamore Grove Phase 1A

STATE OF OHIO, COUNTY OF FAIRFIELD, TOWNSHIP OF VIOLET,  
SECTION 25, TOWNSHIP 16, RANGE 20,  
REFUGEE LANDS

Revisions / Submissions

ID	Description	Date
© 2025 CESO, INC.		
Project Number:	761723	
Scale:	N/A	
Drawn By:	OPG	
Checked By:	ALB	
Date:	5/19/2025	
Issue:	N/A	

Drawing Title:

PLAT



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CESO IRON PIN LEGEND

- IRON PIN FOUND
- ⊙ IRON PIN TO BE SET (3/4"x30" REBAR W/ CESO CAP)
- △ MAG NAIL SET
- ⊙ REBAR FOUND
- △ STONE FOUND
- PERMANENT MARKER SET (1"x30" REBAR W/ ALUMINUM CESO CAP)

CESO LEGEND

- D.E.= DRAINAGE EASEMENT
- S.E.=SANITARY EASEMENT
- U.E.=UTILITY EASEMENT
- TEMP. DRN. ESMT.
- STREAM PRESERVATION ZONE
- WETLAND BUFFER ZONE
- SEE SHEET 5-7 FOR PRESERVATION EASEMENT, WETLAND BUFFER ZONE, TEMPORARY DRAINAGE EASEMENT, TEMPORARY ACCESS EASEMENTS, AND OFF SITE EASEMENTS.

NOTE "A" THE 19.584 ACRE TRACT OF LAND SHOWN HEREIN IS LOCATED IN ZONE "X", AS SHOWN ON THE FLOOD INSURANCE RATE MAP OF THE COUNTY OF FAIRFIELD, OHIO COMMUNITY PANEL No. 39045C0040J, EFFECTIVE 4/25/2024.

NOTE "B" ACREAGE BREAKDOWN:

SYCAMORE GROVE PHASE 1A IS OUT OF FAIRFIELD COUNTY

AUDITOR'S PARCEL NUMBER: 0360088700

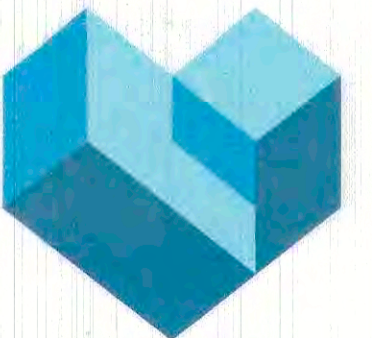
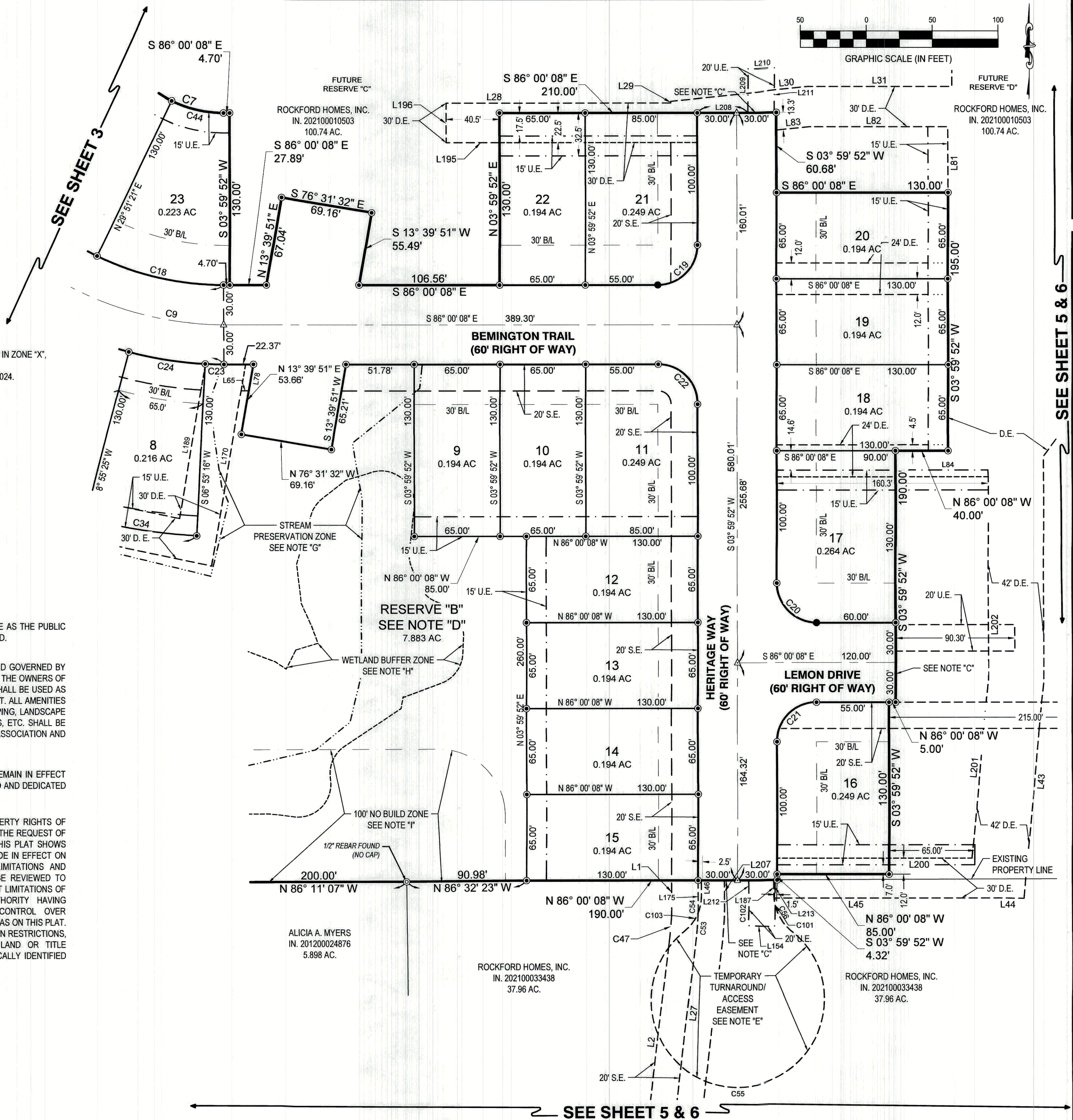
TOTAL ACREAGE:	19.584 ACRES
ACREAGE IN R/W:	5.275 ACRES
ACREAGE IN TOLL GATE ROAD:	2.279 ACRES
ACREAGE IN BEMINGTON TRAIL:	1.604 ACRES
ACREAGE IN HERITAGE WAY:	0.799 ACRES
ACREAGE IN WALDEN DRIVE:	0.398 ACRES
ACREAGE IN COOPER DRIVE:	0.062 ACRES
ACREAGE IN LEMON DRIVE:	0.133 ACRES
ACREAGE IN RESERVE "B":	7.883 ACRES
ACREAGE IN REMAINING LOTS:	6.426 ACRES

NOTE "C": NO VEHICULAR ACCESS TO BE IN EFFECT UNTIL SUCH TIME AS THE PUBLIC STREET RIGHT-OF-WAY IS EXTENDED AND DEDICATED BY PLAT OR DEED.

NOTE "D": RESERVE "B" SHALL BE OWNED, MAINTAINED, MANAGED AND GOVERNED BY THE SYCAMORE GROVE HOMEOWNER'S ASSOCIATION COMPRISED OF THE OWNERS OF THE FEE SIMPLE LOTS AS DELINEATED IN "SYCAMORE GROVE" AND SHALL BE USED AS OPEN SPACE AND FOR THE PURPOSE OF STORM WATER MANAGEMENT. ALL AMENITIES LOCATED ON AND WITHIN OPEN SPACE INCLUDING TREES, LANDSCAPING, LANDSCAPE STRUCTURES, MULTI-USE PATHS, FENCING, SIGNAGE, BASINS, PONDS, ETC. SHALL BE OWNED AND MAINTAINED BY THE SYCAMORE GROVE HOMEOWNER'S ASSOCIATION AND MUST BE AUTHORIZED BY THE FAIRFIELD COUNTY ENGINEER.

NOTE "E": TEMPORARY TURNAROUND/ ACCESS EASEMENTS SHALL REMAIN IN EFFECT UNTIL SUCH TIME AS THE PUBLIC STREET RIGHT-OF-WAY IS EXTENDED AND DEDICATED BY PLAT OR DEED.

NOTE "F": THE PURPOSE OF THIS PLAT IS TO SHOW CERTAIN PROPERTY RIGHTS OF WAY, AND EASEMENT 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 USE AND DEVELOPMENT LIMITATIONS OF THE ZONING CODE AS ADOPTED 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. THIS PLAT SHOULD BE CONSTRUED AS CREATING PLAT OR SUBDIVISION RESTRICTIONS, PRIVATE USE RESTRICTIONS, COVENANTS RUNNING WITH THE LAND OR TITLE ENCUMBRANCES OF ANY NATURE, EXCEPT TO THE EXTENT SPECIFICALLY IDENTIFIED AS SUCH.



CESO  
WWW.CESOINC.COM

2800 Corporate Exchange Dr., Suite 400  
Columbus, OH 43231  
Phone: 614.794.7080 Fax: 888.208.4826

# Sycamore Grove Phase 1A

STATE OF OHIO, COUNTY OF FAIRFIELD, TOWNSHIP OF VIOLET,  
SECTION 25, TOWNSHIP 16, RANGE 20,  
REFUGEE LANDS

Revisions / Submissions

ID	Description	Date
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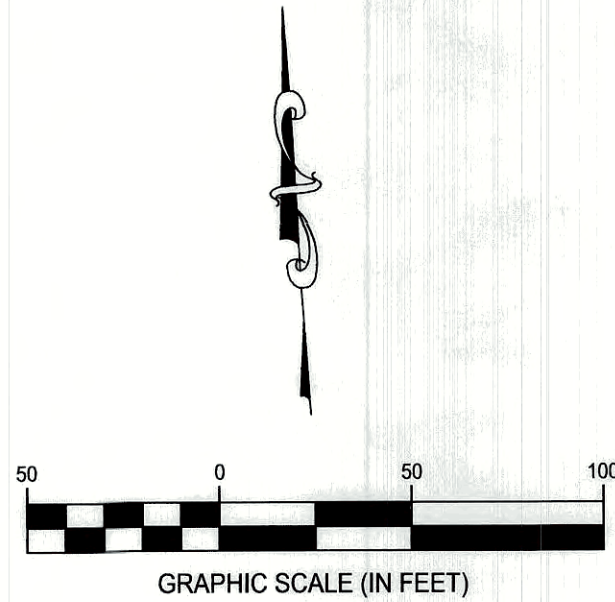
Project Number:	761723
Scale:	1"=50'
Drawn By:	OPG
Checked By:	ALB
Date:	5/19/2025
Issue:	N/A

Drawing Title:

PLAT



C:\DCI\ACC\Docs\CESO\KH Sycamore Tollgate Rd\Project Files\\_CESO04-SURVEY\DWG\761723-KH-SYCAMORE GROVE-PLAT-PH1A.dwg - 5/19/2025 - Andreas Chevalier



DOUGLAS W. LAMBERT &  
KARI L. LAMBERT  
O.R. 1572, PG. 3031  
3.560 ACRES

3/4" IRON PIPE FOUND  
(NO CAP)

ROBERT R. JERBIC &  
CATHY A. JERBIC  
O.R. 1244, PG. 2415  
10.00 ACRES

WILLIAM ROGER MILLER &  
MARGOT K. MILLER  
O.R. 1760, PG. 2899-2901  
9.164 ACRES

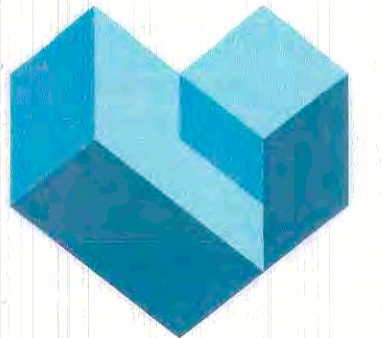
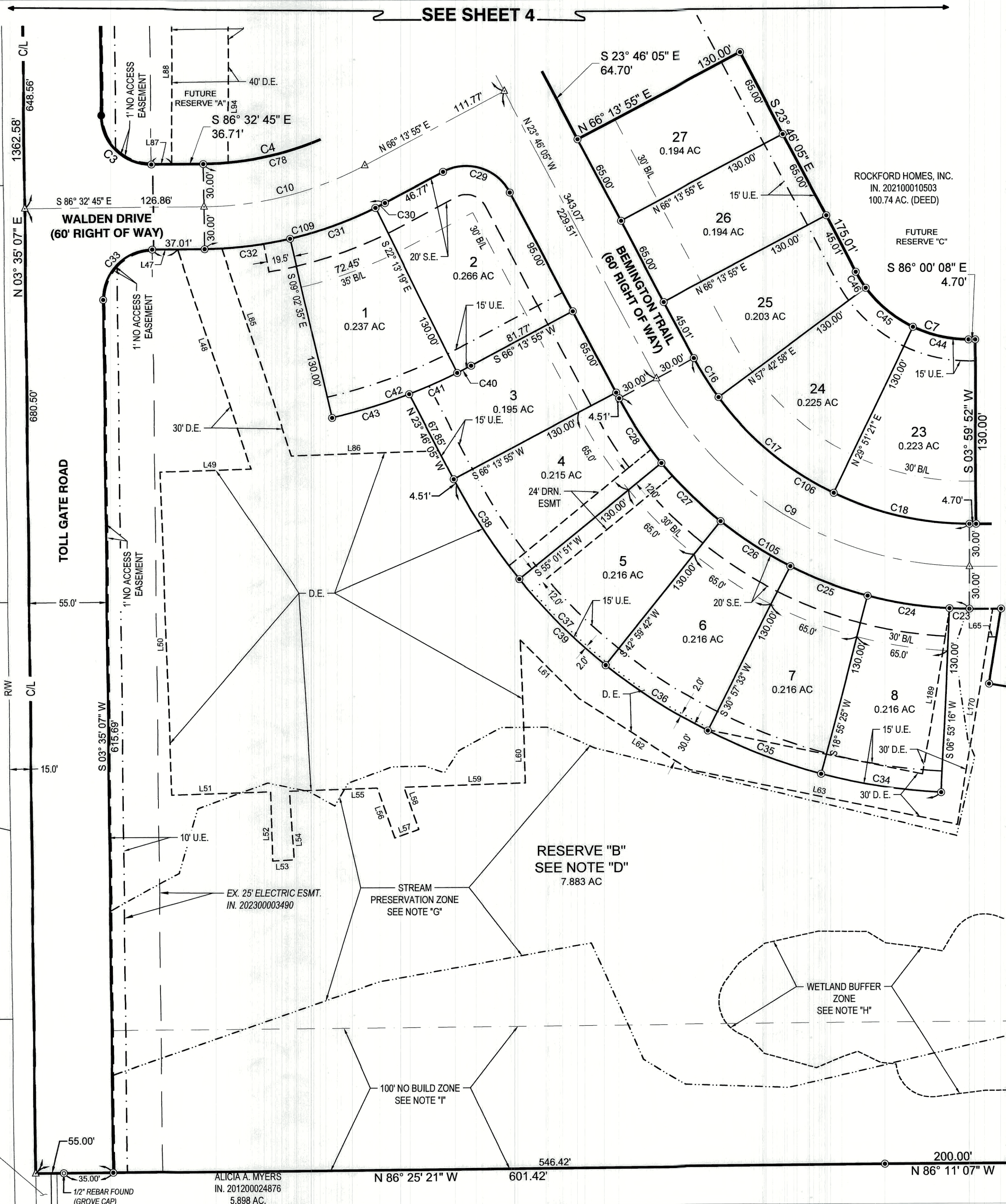
WILLIAM ROGER MILLER &  
MARGOT K. MILLER  
IN. 202100005063  
0.836 ACRES

ROGER A. GRAVES, TR.  
O.R. 1707, PG. 1480-1481  
30.07 ACRES

ALICIA A. MYERS  
IN. 201200024876  
5.898 AC.

- CESO IRON PIN LEGEND
- IRON PIN FOUND
  - ⊙ IRON PIN TO BE SET (3/4"x30" REBAR W/ CESO CAP)
  - △ MAG NAIL SET
  - ⊗ REBAR FOUND
  - ⬢ STONE FOUND
  - PERMANENT MARKER SET (1"x30" REBAR W/ ALUMINUM CESO CAP)

- CESO LEGEND
- D.E.= DRAINAGE EASEMENT
  - S.E.=SANITARY EASEMENT
  - U.E.=UTILITY EASEMENT
  - TEMP. DRN. ESMT.
  - STREAM PRESERVATION ZONE
  - WETLAND BUFFER ZONE
  - SEE SHEET 5-7 FOR PRESERVATION EASEMENT, WETLAND BUFFER ZONE, TEMPORARY DRAINAGE EASEMENT, TEMPORARY ACCESS EASEMENTS, AND OFF SITE EASEMENTS.



**CESO**  
WWW.CESOINC.COM

2800 Corporate Exchange Dr., Suite 400  
Columbus, OH 43231  
Phone: 614.794.7080 Fax: 888.208.4826

# Sycamore Grove Phase 1A

STATE OF OHIO, COUNTY OF FAIRFIELD, TOWNSHIP OF VIOLET,  
SECTION 25, TOWNSHIP 16, RANGE 20,  
REFUGEE LANDS

## Revisions / Submissions

ID	Description	Date
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Project Number: 761723  
Scale: 1"=50'  
Drawn By: OPG  
Checked By: ALB  
Date: 5/19/2025  
Issue: N/A

Drawing Title:  
**PLAT**





# Sycamore Grove Phase 1A

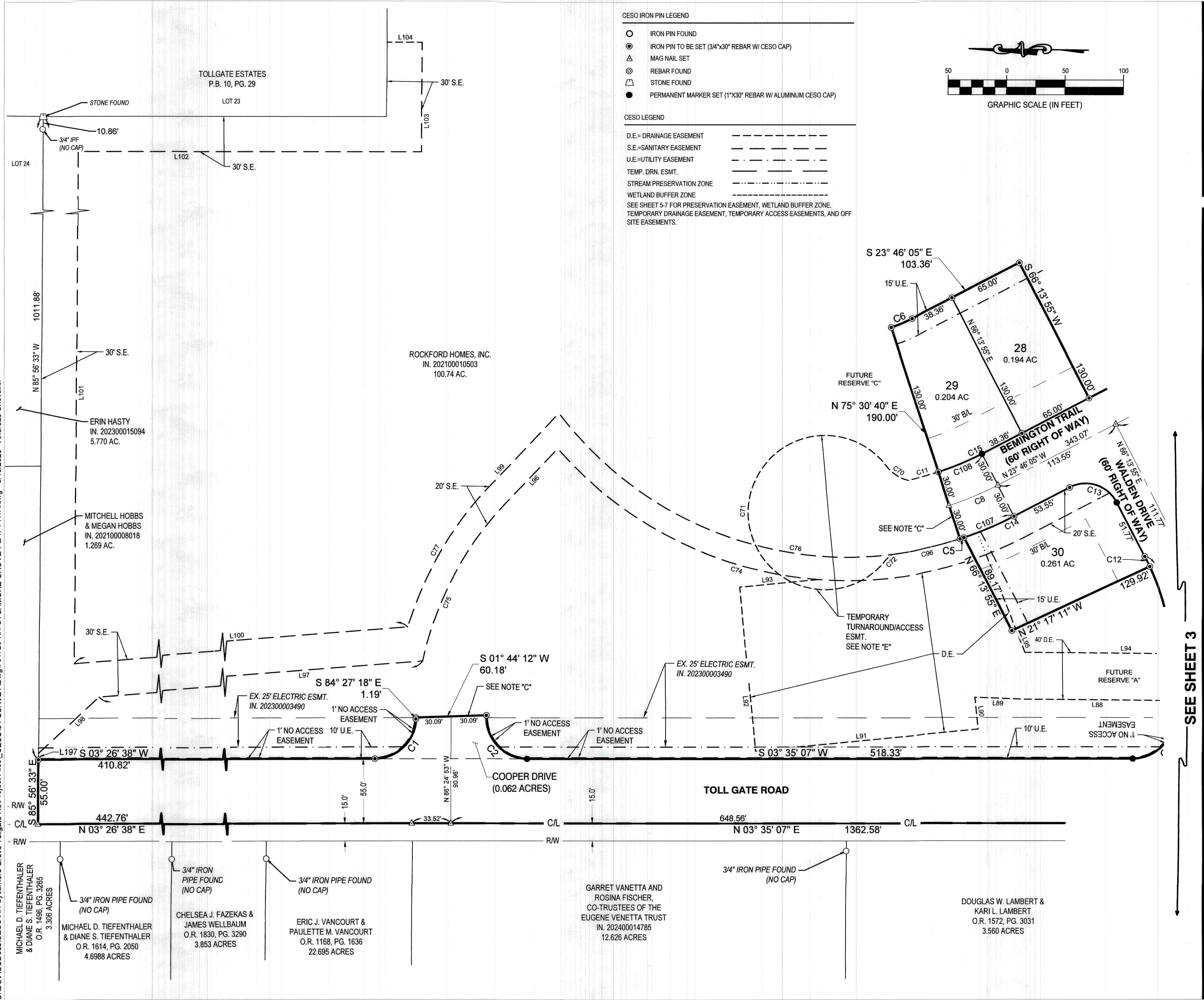
SECTION 25, TOWNSHIP 16, RANGE 20,  
REFUGEE LANDS

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Drawing Title:

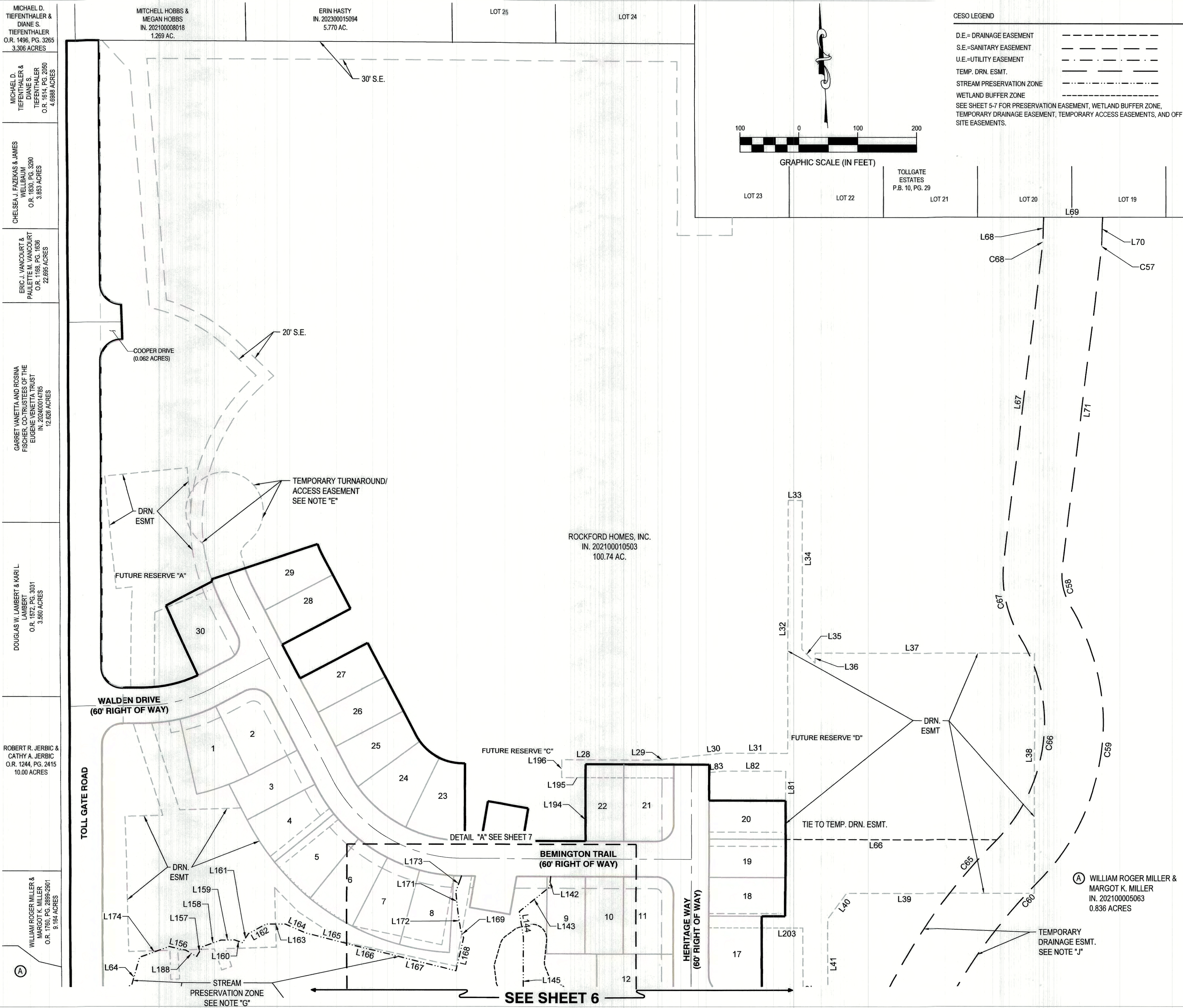
**PLAT**

4





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# Sycamore Grove Phase 1A

STATE OF OHIO, COUNTY OF FAIRFIELD, TOWNSHIP OF VIOLET,  
SECTION 25, TOWNSHIP 16, RANGE 20,  
REFUGEE LANDS

Revisions / Submissions		
ID	Description	Date

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Project Number:	761723
Scale:	1"=100'
Drawn By:	OPG
Checked By:	ALB
Date:	5/19/2025
Issue:	N/A

Drawing Title:

## PLAT

# 5



STATE OF OHIO, COUNTY OF FAIRFIELD, TOWNSHIP OF VIOLET,  
SECTION 25, TOWNSHIP 16, RANGE 20,  
REFUGEE LANDS

ID	Description	Date
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Project Number:	761723
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Scale: 1"=100'

Drawn By: OPG

Checked By: ALB

Date: 5/19/2025

Issue:	N/A
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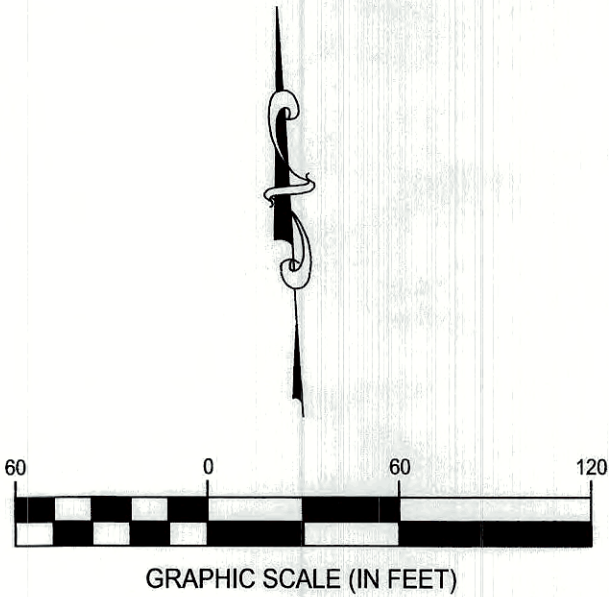
Drawing Title:

# PLAT





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NOTE "G": STREAM PRESERVATION ZONE: THE STREAM PRESERVATION ZONE SHALL BE MAINTAINED BY THE SYCAMORE GROVE HOMEOWNERS ASSOCIATION AND SHALL FOREVER BE RESTRICTED FROM DEVELOPMENT WITH BUILDINGS AND STRUCTURES AND THE NATURAL STATE OF SAID ZONE SHALL REMAIN UNDISTURBED. IT IS ALSO THE INTENT AND PURPOSE OF THE STREAM PRESERVATION ZONE TO RESTRICT AND FORBID ANY ACTIVITY OR USE WHICH WOULD AS A NATURAL CONSEQUENCE OF SUCH, IMPEDE OR MAKE MORE DIFFICULT THE ACCOMPLISHMENT OF THE PURPOSE OF WHICH THE SAID ZONE WAS CREATED.

ADDITIONAL RESTRICTIONS INCLUDE:

1. NO DUMPING OR BURNING OF REFUSE.
2. NO HUNTING OR TRAPPING.
3. NATURAL RESOURCES OF THE ZONES SHALL REMAIN UNDISTURBED AND NO TOPSOIL, SAND, GRAVEL, OR ROCK SHALL BE EXCAVATED, REMOVED OR GRADED.
4. NOTHING SHALL BE PERMITTED TO OCCUR WITHIN THE STREAM PRESERVATION ZONE WHICH WOULD CONTRIBUTE TO THE EROSION OF THE LAND AND NO TREES SHALL BE CUT OR REMOVED, EXCEPT FOR THE REMOVAL OF SUCH DEAD DISEASED, NOXIOUS, OR DECAYED TREES OR VEGETATION WHICH MAY BE REQUIRED FOR CONSERVATION OR SCENIC PURPOSES, OR FOR REASONS OF PUBLIC SAFETY. NOTWITHSTANDING THE FOREGOING, THE FOLLOWING IMPROVEMENTS AND ACTIVITIES SHALL BE PERMITTED WITHIN THE PARKS AND EASEMENTS MAY BE RESERVED IN FAVOR OF THE DEVELOPER AND FUTURE PROPERTY OWNERS FOR THE FOLLOWING:

- A) STORM WATER DETENTION OR RETENTION PONDS AND RELATED UNDERGROUND STORM WATER MANAGEMENT INFRASTRUCTURE;
- B) UNDERGROUND UTILITY LINES AND UNDERGROUND STORM WATER MANAGEMENT INFRASTRUCTURE;
- C) ONE OR MORE PAVED LEISURE TRAILS IN LOCATIONS WHICH ARE APPROVED AS PART OF A FINAL DEVELOPMENT PLAN FOR THIS SUBAREA;
- D) PLANTING AND MAINTENANCE OF TREES, BUSHES, AND OTHER LANDSCAPING.
- E) BENCHES, PEDESTRIAN TRASH RECEPTACLES, AND WAYFINDING SIGNAGE; AND
- F) PRESERVATION AND MAINTENANCE OF WOODED AND FORESTED AREAS IN KEEPING WITH GOOD FORESTRY MANAGEMENT PRACTICES, INCLUDING, BUT NOT NECESSARILY LIMITED TO, THE REMOVAL OF DEAD, DISEASED, OR DECAYING TREES AND THE TREATMENT OR REMOVAL OF NOXIOUS OR INVASIVE PLANT SPECIES.

ANY AND ALL ALTERATIONS TO THE STREAM PRESERVATION ZONE REQUIRE THE APPROVAL OF THE FAIRFIELD COUNTY REGIONAL PLANNING COMMISSION, THE OHIO EPA, AND THE US ARMY CORPS OF ENGINEERS, AS APPLICABLE.

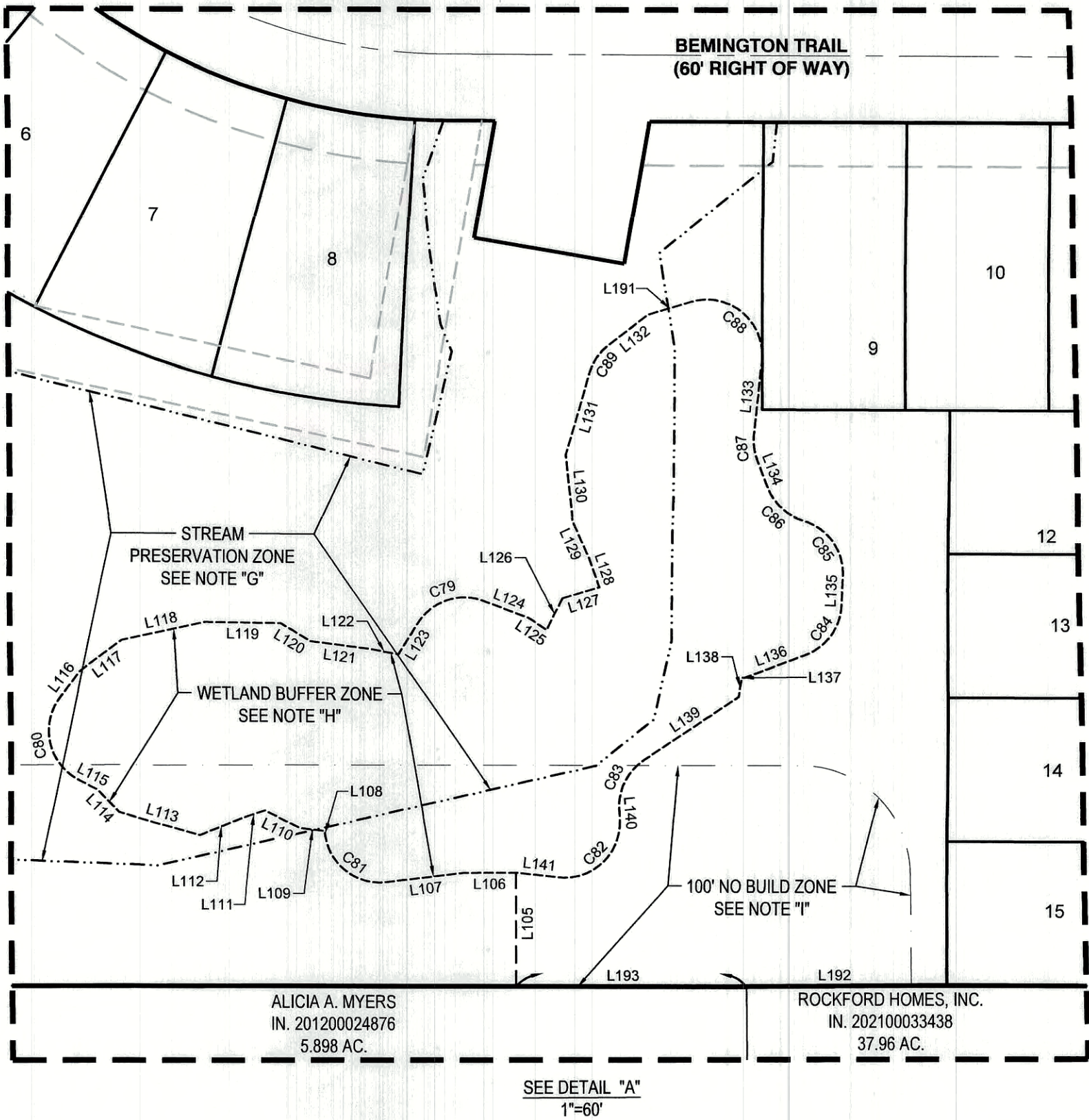
SEE US ARMY CORPS OF ENGINEERS PERMIT FILE NUMBER LRH-2023-242-SCR-SYCAMORE CREEK FOR APPROVAL IMPACTS TO THE STREAM MADE DURING CONSTRUCTION OF SYCAMORE GROVE.

DETERMINED BY THE FAIRFIELD COUNTY ENGINEER THAT FOR REASONS OF PUBLIC HEALTH, SAFETY, AND WELFARE IT IS NECESSARY TO CONSTRUCT, RECONSTRUCT, MAINTAIN, AND KEEP OPEN AND UNOBSTRUCTED THE DRAINAGE WAY WITHIN THE PRESERVATION ZONE. WITHIN SAID PRESERVATION ZONE THE COSTS THEREOF, BOTH DIRECT AND INCIDENTAL THERETO, SHALL BE PAID FOR BY AN ASSOCIATION COMPRISED OF THE OWNERS OF THE FEE SIMPLE LOTS OF SYCAMORE GROVE.

NOTE "H": WETLAND BUFFER ZONE: THE AREA DESIGNATED AS WETLAND BUFFER ZONE SHALL BE MAINTAINED IN THEIR NATURAL STATE AND ARE DEEMED TO BE NO-BUILD ZONES, AND AS SUCH, SUCH ZONES SHALL FOREVER BE RESTRICTED FROM DEVELOPMENT OF IMPROVEMENTS OR RELATED USES OF ANY KIND, EXCEPT THOSE IMPROVEMENTS SHOWN ON THE APPROVED CONSTRUCTION DRAWINGS. THERE SHALL BE NO DUMPING WITHIN THE WETLAND OR WETLAND BUFFER ZONE. ANY ACTIVITY OR USE WHICH WOULD, AS A NATURAL CONSEQUENCE, IMPEDE OR MAKE MORE DIFFICULT THE ACCOMPLISHMENT OF THE PURPOSE OR INTENT OF PRESERVING THE EXISTING WETLAND AREAS IS EXPRESSLY PROHIBITED.

NOTE "I": AREAS DESIGNATED AS "100' NO BUILD ZONE" AS SHOWN HEREON WILL BE OWNED AND MAINTAINED BY THE SYCAMORE GROVE HOMEOWNERS' ASSOCIATION (HOA). SAID PERIMETER NO BUILD ZONE SHALL BE LEFT IN ITS NATURAL STATE. NO TREE CUTTING (OTHER THAN DEAD OR DISEASED) MOWING OR STRUCTURE, OTHER THAN WHERE CROSSED BY A MULTI-USE PATH OR SIDEWALK SHALL BE LOCATED WITHIN THE PERIMETER NO BUILD ZONE AREA. NOTHING HEREON SHALL PROHIBIT OVER LOT GRADING, DRAINAGE FACILITIES, UTILITY LINES AND/OR UTILITY STRUCTURES WITHIN SAID PERIMETER NO BUILD ZONE AS AUTHORIZED BY THE COUNTY OR ITS ASSIGNS. ALL AREA WITHIN THE "100' NO BUILD ZONE" SHALL BE INCLUDED AS PART OF THE OPEN SPACE ACREAGE THAT THEY ARE WITHIN.

NOTE "J": WITHIN THOSE AREAS LABELED AS TEMPORARY DRAINAGE EASEMENT (TEMPORARY DRAINAGE ESMT), A TEMPORARY DRAINAGE EASEMENT IS HEREBY DEDICATED FOR THE PURPOSE OF OFFSITE EMERGENCY OVERLAND FLOW FROM THE NORTH AND WILL BE USED TO DIVERT DRAINAGE AROUND INFRASTRUCTURE. EACH SECTION OF THE TEMPORARY DRAINAGE EASEMENT SHALL BE VACATED WHEN FUTURE DEVELOPMENTS WITHIN SYCAMORE GROVE ARE CONSTRUCTED.





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LINE TABLE		
Line #	Direction	Length
L1	S03° 59' 52"W	17.27'
L2	S10° 51' 16"W	144.23'
L3	N86° 21' 20"W	177.64'
L4	S03° 29' 09"W	34.97'
L5	S86° 11' 49"E	11.38'
L6	N69° 35' 18"E	12.28'
L7	S03° 39' 09"W	470.73'
L8	S86° 01' 20"E	9.51'
L9	S03° 58' 40"W	280.29'
L10	N89° 54' 54"W	218.68'
L11	N85° 44' 33"W	253.50'
L12	N86° 05' 02"W	82.67'
L13	N03° 54' 58"E	45.66'
L14	N86° 29' 43"W	20.00'
L15	S03° 54' 58"W	45.52'
L16	N86° 05' 02"W	10.00'
L17	S03° 54' 58"W	30.00'
L18	S86° 05' 02"E	97.22'
L19	S05° 36' 11"W	8.07'
L20	S86° 17' 47"E	30.02'
L21	N05° 36' 11"E	7.87'
L22	S85° 44' 33"E	239.70'
L23	S88° 34' 24"E	237.64'
L24	N03° 58' 40"E	314.57'
L25	N86° 01' 20"W	9.51'
L26	N03° 39' 09"E	481.36'
L27	N10° 51' 16"E	153.97'
L28	S86° 00' 08"E	170.50'
L29	N03° 59' 52"E	1.11'
L30	N88° 07' 46"E	104.78'
L31	S86° 00' 08"E	108.77'
L32	N03° 59' 52"E	427.74'
L33	S86° 00' 08"E	24.00'
L34	S03° 59' 52"W	251.48'
L35	S39° 16' 02"E	32.65'
L36	N03° 53' 03"E	16.93'
L37	S86° 06' 57"E	372.80'
L38	S03° 53' 03"W	405.36'
L39	N86° 06' 57"W	318.87'
L40	S40° 14' 02"W	53.78'
L41	S03° 59' 52"W	170.25'
L42	N24° 18' 17"E	202.94'
L43	S09° 15' 08"W	164.57'
L44	S85° 00' 08"E	19.81'
L45	S86° 00' 08"E	169.83'
L46	N03° 48' 53"E	11.12'
L47	S86° 32' 45"E	17.82'
L48	S14° 24' 51"E	163.44'
L49	N87° 50' 13"W	64.49'
L50	S02° 09' 47"W	228.20'
L51	S87° 50' 13"E	70.14'
L52	S02° 48' 15"W	48.84'
L53	S89° 04' 25"E	15.21'
L54	N00° 29' 14"E	48.53'

LINE TABLE		
Line #	Direction	Length
L55	S87° 50' 13"E	62.19'
L56	S15° 09' 19"E	37.22'
L57	N74° 50' 41"E	18.00'
L58	N15° 09' 19"W	31.61'
L59	S87° 50' 13"E	86.25'
L60	N02° 09' 47"E	100.84'
L61	S40° 59' 14"E	58.35'
L62	S53° 01' 22"E	93.53'
L63	S74° 16' 49"E	193.25'
L64	N20° 36' 32"E	47.49'
L65	S86° 00' 08"E	5.89'
L66	S86° 00' 08"E	358.85'
L67	N10° 52' 24"E	538.50'
L68	N04° 57' 24"E	36.24'
L69	S86° 12' 48"E	100.02'
L70	S04° 57' 24"W	38.28'
L71	S10° 52' 24"W	538.50'
L72	S24° 18' 17"W	202.94'
L73	S04° 14' 54"W	200.45'
L74	S68° 11' 51"E	430.43'
L75	S03° 47' 44"W	105.15'
L76	N68° 11' 51"W	462.93'
L77	N04° 14' 54"E	200.45'
L78	S13° 39' 51"W	20.29'
L79	S10° 51' 16"W	153.97'
L80	S03° 39' 09"W	481.36'
L81	S04° 08' 16"W	103.00'
L82	S86° 00' 08"E	104.36'
L83	N88° 07' 46"E	25.60'
L84	S86° 02' 54"E	160.04'
L85	N14° 24' 51"W	154.31'
L86	N87° 50' 13"W	104.44'
L87	S86° 32' 45"E	14.40'
L88	N04° 07' 27"E	130.40'
L89	N05° 48' 26"E	39.70'
L90	S88° 02' 54"W	27.39'
L91	N01° 57' 06"W	191.25'
L92	N88° 02' 54"E	140.57'
L93	S01° 57' 06"E	67.27'
L94	N04° 07' 27"E	126.32'
L95	N71° 45' 02"E	109.68'
L96	S42° 51' 23"E	64.46'
L97	S00° 53' 55"E	401.20'
L98	S39° 06' 22"E	70.37'
L99	N42° 51' 23"W	86.53'
L100	N00° 53' 55"W	409.50'
L101	S85° 56' 33"E	900.40'
L102	S03° 35' 35"W	293.93'
L103	S86° 12' 48"E	93.15'
L104	N03° 47' 12"E	30.00'
L105	N03° 48' 53"E	51.42'
L106	N86° 29' 40"W	23.92'
L107	S86° 57' 44"W	35.30'
L108	N06° 03' 58"W	2.60'

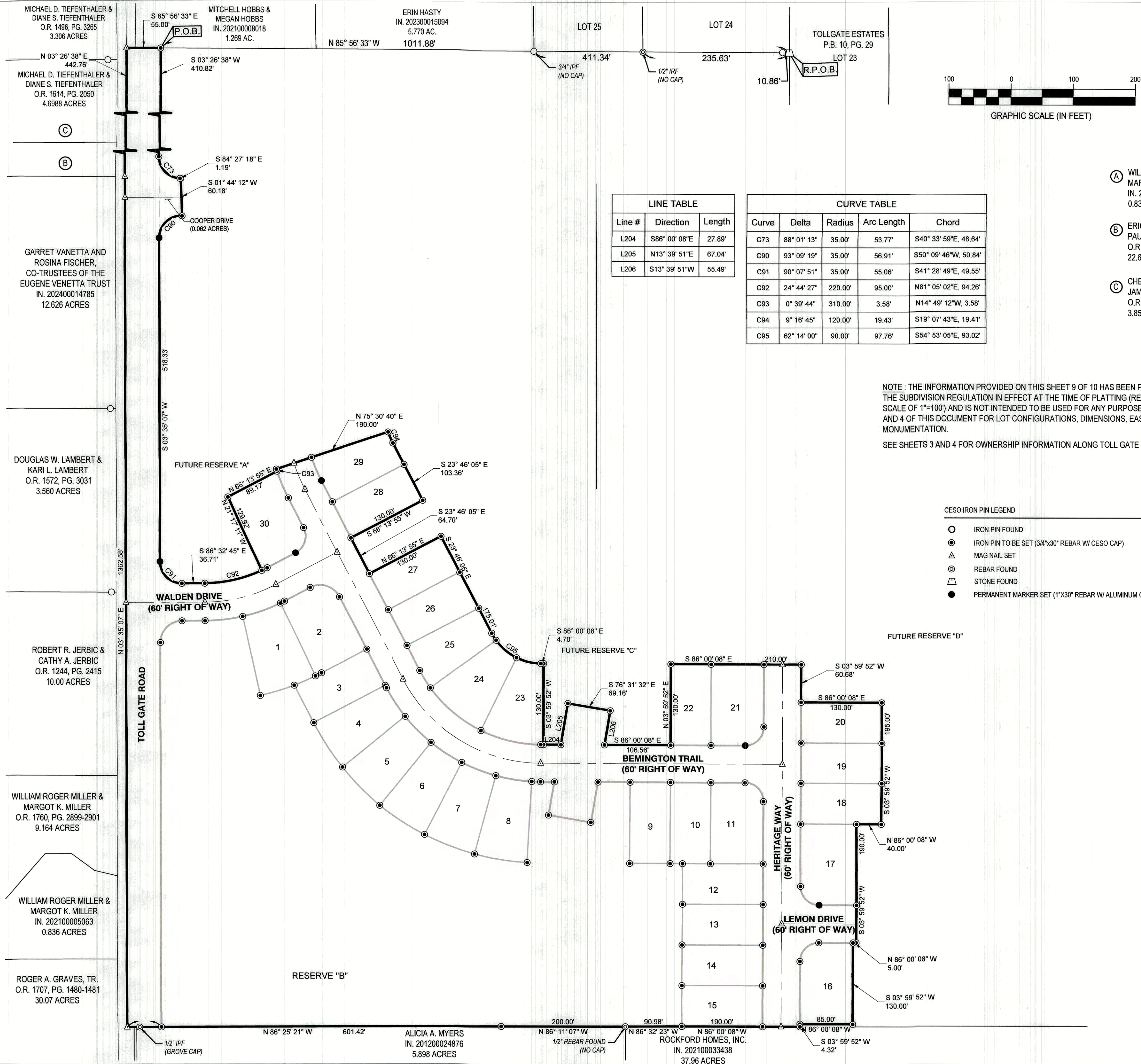
LINE TABLE		
Line #	Direction	Length
L109	N79° 45' 59"W	10.98'
L110	N60° 13' 00"W	18.05'
L111	S75° 31' 07"W	10.61'
L112	S71° 48' 58"W	20.87'
L113	N70° 51' 18"W	38.08'
L114	N40° 18' 26"W	14.24'
L115	N59° 18' 35"W	9.36'
L116	N41° 31' 21"E	15.06'
L117	N57° 06' 23"E	23.20'
L118	N81° 32' 14"E	38.87'
L119	S85° 27' 02"E	34.29'
L120	S54° 52' 31"E	15.59'
L121	S78° 51' 14"E	27.50'
L122	S75° 41' 38"E	13.08'
L123	N35° 23' 12"E	16.40'
L124	S65° 32' 34"E	21.33'
L125	S52° 19' 17"E	10.08'
L126	N30° 38' 37"E	16.19'
L127	N77° 17' 32"E	17.58'
L128	N15° 28' 46"W	13.76'
L129	N20° 43' 14"W	18.66'
L130	N02° 35' 08"W	30.08'
L131	N20° 02' 37"E	38.39'
L132	N56° 24' 17"E	22.49'
L133	S10° 18' 24"W	32.93'
L134	S17° 14' 57"E	13.36'
L135	S06° 51' 06"W	13.36'
L136	S73° 35' 03"W	29.58'
L137	N84° 09' 58"W	1.14'
L138	S14° 09' 52"W	8.87'
L139	S60° 10' 24"W	51.60'
L140	S01° 48' 01"E	2.54'
L141	N80° 04' 36"W	19.46'
L142	N09° 47' 59"E	18.19'
L143	N54° 55' 17"E	65.51'
L144	N05° 14' 12"W	43.29'
L145	N04° 19' 35"E	132.82'
L146	N17° 04' 27"E	36.28'
L147	N55° 11' 34"E	33.76'
L148	N80° 54' 50"E	203.43'
L149	S84° 04' 36"E	73.29'
L150	S55° 21' 31"E	35.17'
L151	S19° 53' 12"E	90.03'
L152	N83° 50' 13"E	153.51'
L153	N74° 52' 47"E	199.70'
L154	S82° 15' 27"E	20.00'
L155	N65° 17' 16"E	55.51'
L156	S73° 52' 10"E	29.76'
L157	N34° 38' 53"E	18.70'
L158	N73° 47' 49"E	33.43'
L159	S86° 56' 17"E	23.34'
L160	S66° 35' 51"E	14.36'
L161	N37° 21' 37"E	18.80'
L162	N65° 40' 34"E	34.04'

LINE TABLE		
Line #	Direction	Length
L163	S86° 07' 02"E	32.33'
L164	S62° 24' 30"E	36.87'
L165	S71° 42' 00"E	89.79'
L166	S72° 50' 48"E	35.29'
L167	S72° 20' 34"E	138.66'
L168	N17° 20' 28"E	57.16'
L169	N18° 30' 38"W	13.12'
L170	N13° 36' 18"E	134.14'
L171	N02° 15' 51"W	32.65'
L172	N04° 37' 12"W	33.85'
L173	N23° 16' 22"E	27.91'
L174	N73° 54' 14"E	52.98'
L175	S03° 59' 52"W	17.27'
L176	N03° 35' 07"E	115.85'
L177	S09° 58' 22"W	142.26'
L178	N87° 50' 13"W	62.78'
L179	N77° 14' 48"W	212.80'
L180	N87° 50' 13"W	84.73'
L181	N03° 42' 13"E	250.29'
L182	S86° 17' 47"E	78.69'
L183	N52° 07' 46"E	98.72'
L184	S62° 58' 37"E	237.01'
L185	S02° 09' 47"W	40.09'
L186	S02° 09' 47"W	70.03'
L187	S03° 48' 53"W	11.30'
L188	S56° 45' 19"E	20.76'
L189	N13° 36' 18"E	98.44'
L190	N03° 35' 07"E	68.24'
L191	N77° 17' 08"E	20.64'
L192	N86° 23' 23"W	90.98'
L193	N86° 11' 07"W	104.34'
L194	N03° 59' 52"E	107.50'
L195	S86° 00' 08"E	190.50'
L196	N03° 59' 52"E	30.00'
L197	S85° 56' 33"E	5.32'
L198	N86° 21' 20"W	154.32'
L199	S19° 42' 57"W	70.22'
L200	N86° 00' 08"W	147.83'
L201	N09° 15' 08"E	136.04'
L202	S03° 59' 52"W	153.04'
L203	S86° 02' 54"E	160.28'
L204	S86° 00' 08"E	27.89'
L205	N13° 39' 51"E	67.04'
L206	S13° 39' 51"W	55.49'
L207	S03° 59' 52"W	17.27'
L208	N86° 00' 41"W	38.50'
L209	N03° 59' 52"E	33.30'
L210	S86° 00' 08"E	20.00'
L211	S03° 59' 52"W	33.30'
L212	S03° 59' 52"W	17.25'
L213	N03° 59' 52"E	17.31'

	CURVE TABLE				
Curve	Delta	Radius	Arc Length	Chord	
C1	88° 01' 13"	35.00'	53.77'	S40° 33' 59"E, 48.64'	
C2	93° 09' 19"	35.00'	56.91'	S50° 09' 46"W, 50.84'	
C3	90° 07' 51"	35.00'	55.06'	S41° 28' 49"E, 49.55'	
C4	24° 44' 27"	220.00'	95.00'	N81° 05' 02"E, 94.26'	
C5	0° 39' 44"	310.00'	3.58'	N14° 49' 12"W, 3.58'	
C6	9° 16' 45"	120.00'	19.43'	S19° 07' 43"E, 19.41'	
C7	53° 43' 03"	90.00'	84.38'	S59° 08' 33"E, 81.32'	
C8	9° 16' 45"	280.00'	45.35'	N19° 07' 43"W, 45.30'	
C9	62° 14' 02"	250.00'	271.55'	S54° 53' 07"E, 258.39'	
C10	27° 13' 21"	250.00'	118.78'	N79° 50' 35"E, 117.67'	
C11	6° 07' 42"	250.00'	26.74'	S11° 25' 29"E, 26.73'	
C12	2° 28' 54"	220.00'	9.53'	N67° 28' 22"E, 9.53'	
C13	90° 00' 00"	30.00'	47.12'	N21° 13' 55"E, 42.43'	
C14	8° 37' 01"	310.00'	46.62'	N19° 27' 35"W, 46.58'	
C15	9° 16' 45"	250.00'	40.49'	S19° 07' 43"E, 40.44'	
C16	8° 30' 56"	220.00'	32.70'	S28° 01' 33"E, 32.67'	
C17	27° 51' 38"	220.00'	106.98'	S46° 12' 51"E, 105.93'	
C18	25° 51' 28"	220.00'	99.29'	S73° 04' 24"E, 98.45'	
C19	90° 00' 00"	30.00'	47.12'	N48° 59' 52"E, 42.43'	
C20	90° 00' 00"	30.00'	47.12'	S41° 00' 08"E, 42.43'	
C21	90° 00' 00"	30.00'	47.12'	S48° 59' 52"W, 42.43'	
C22	90° 00' 00"	30.00'	47.12'	N41° 00' 08"W, 42.43'	
C23	2° 53' 24"	280.00'	14.12'	N84° 33' 26"W, 14.12'	
C24	12° 02' 09"	280.00'	58.82'	N77° 05' 40"W, 58.71'	
C25	12° 02' 09"	280.00'	58.82'	N65° 03' 31"W, 58.71'	
C26	12° 02' 09"	280.00'	58.82'	N53° 01' 22"W, 58.71'	
C27	12° 02' 09"	280.00'	58.82'	N40° 59' 14"W, 58.71'	
C28	11° 12' 04"	280.00'	54.74'	N29° 22' 07"W, 54.65'	
C29	90° 00' 00"	35.00'	54.98'	N68° 46' 05"W, 49.50'	
C30	1° 32' 46"	280.00'	7.56'	S67° 00' 18"W, 7.56'	
C31	13° 10' 44"	280.00'	64.40'	S74° 22' 03"W, 64.26'	
C32	12° 29' 51"	280.00'	61.07'	S87° 12' 20"W, 60.95'	
C33	89° 52' 09"	35.00'	54.90'	S48° 31' 11"W, 49.44'	
C34	12° 02' 09"	410.00'	86.13'	N77° 05' 40"W, 85.97'	
C35	12° 02' 09"	410.00'	86.13'	N65° 03' 31"W, 85.97'	
C36	12° 02' 09"	410.00'	86.13'	N53° 01' 22"W, 85.97'	
C37	12° 02' 09"	410.00'	86.13'	N40° 59' 14"W, 85.97'	
C38	11° 12' 04"	410.00'	80.15'	N29° 22' 07"W, 80.03'	
C39	59° 20' 39"	410.00'	424.66'	N53° 26' 25"W, 405.93'	
C40	1° 32' 47"	410.00'	11.07'	N67° 00' 17"E, 11.06'	
C41	5° 12' 34"	410.00'	37.28'	N70° 22' 58"E, 37.26'	
C42	13° 10' 44"	410.00'	94.31'	S74° 22' 03"W, 94.10'	
C43	7° 58' 10"	410.00'	57.03'	S76° 58' 20"W, 56.98'	
C44	25° 51' 25"	90.00'	40.62'	N73° 04' 22"W, 40.27'	
C45	27° 51' 38"	90.00'	43.76'	N46° 12' 51"W, 43.33'	
C46	8° 30' 42"	90.00'	13.37'	N28° 01' 41"W, 13.36'	
C47	6° 51' 23"	200.00'	23.93'	S7° 25' 34"W, 23.92'	
C48	89° 40' 29"	300.00'	469.54'	S41° 11' 05"E, 423.06'	
C49	90° 00' 00"	10.00'	15.71'	S41° 01' 20"E, 14.14'	
C50	90° 00' 00"	30.00'	47.12'	S41° 01' 20"E, 42.43'	
C51	89° 40' 29"	280.00'	438.23'	S41° 11' 05"E, 394.85'	
C52	7° 12' 06"	280.00'	35.19'	S7° 15' 12"W, 35.17'	
C53	4° 57' 40"	220.00'	19.05'	S8° 22' 26"W, 19.04'	
C54	1° 53' 44"	220.00'	7.28'	S4° 56' 44"W, 7.28'	
C55	283° 19' 01"	65.75'	325.12'	N86° 00' 08"W, 81.58'	
C56	51° 39' 31"	35.00'	31.56'	S21° 49' 53"E, 30.50'	



C:\DOACCDocs\CESO\KH Sycamore Grove Tollgate Plat\Project Files\CESO04-SURVEY\DWG\761723-KH-SYCAMORE GROVE-PLAT-PH1A.dwg - 5/19/2025 - Andreas Chevalier



LINE TABLE		
Line #	Direction	Length
L204	S86° 00' 08"E	27.89'
L205	N13° 39' 51"E	67.04'
L206	S13° 39' 51"W	55.49'

CURVE TABLE				
Curve	Delta	Radius	Arc Length	Chord
C73	88° 01' 13"	35.00'	53.77'	S40° 33' 59"E, 48.64'
C90	93° 09' 19"	35.00'	56.91'	S50° 09' 46"W, 50.84'
C91	90° 07' 51"	35.00'	55.06'	S41° 28' 49"E, 49.55'
C92	24° 44' 27"	220.00'	95.00'	N81° 05' 02"E, 94.26'
C93	0° 39' 44"	310.00'	3.58'	N14° 49' 12"W, 3.58'
C94	9° 16' 45"	120.00'	19.43'	S19° 07' 43"E, 19.41'
C95	62° 14' 00"	90.00'	97.76'	S54° 53' 05"E, 93.02'

NOTE: THE INFORMATION PROVIDED ON THIS SHEET 9 OF 10 HAS BEEN PROVIDED TO COMPLY WITH THE SUBDIVISION REGULATION IN EFFECT AT THE TIME OF PLATTING (REQUIRING A DRAWING AT A SCALE OF 1"=100') AND IS NOT INTENDED TO BE USED FOR ANY PURPOSE. PLEASE SEE SHEETS 2, 3, AND 4 OF THIS DOCUMENT FOR LOT CONFIGURATIONS, DIMENSIONS, EASEMENTS, RESTRICTIONS AND MONUMENTATION.

SEE SHEETS 3 AND 4 FOR OWNERSHIP INFORMATION ALONG TOLL GATE ROAD.

- CESO IRON PIN LEGEND
- IRON PIN FOUND
  - IRON PIN TO BE SET (3/4"x30" REBAR W/ CESO CAP)
  - △ MAG NAIL SET
  - ⊙ REBAR FOUND
  - △ STONE FOUND
  - PERMANENT MARKER SET (1"x30" REBAR W/ ALUMINUM CESO CAP)



**CESO**  
WWW.CESOINC.COM

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Columbus, OH 43231  
Phone: 614.794.7080 Fax: 888.206.4826

# Sycamore Grove Phase 1A

STATE OF OHIO, COUNTY OF FAIRFIELD, TOWNSHIP OF VIOLET,  
SECTION 25, TOWNSHIP 16, RANGE 20,  
REFUGEE LANDS

Revisions / Submissions		
ID	Description	Date

© 2025 CESO, INC.

Project Number:	761723
Scale:	1"=100'
Drawn By:	OPG
Checked By:	ALB
Date:	5/19/2025
Issue:	N/A

Drawing Title:

## PLAT

# 9







Signature Page

Resolution No. 2025-07.29.s

A resolution to approve the Sycamore Grove, Phase 1-A, Final Plat  
(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 an account to account transfer for MCU  
Fund 7829 (Subfund 8362) Justice Assistance Grant 24**

**WHEREAS,** appropriations are needed to cover expenses for 2025; and

**WHEREAS,** an account to account transfer will allow for proper classification of major expenditure object categories.

---

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

---

**Section 1.** That the transfer of appropriations in the amount of \$3,550.00 is hereby authorized as follows:

FROM: 78782904 Contract Services  
TO: 78782904 Personal Services  
78782904 Fringe Benefits

Prepared by: Christy Noland  
cc: EMA



**A resolution authorizing an account to account transfer for MCU  
Fund 7829 (Subfund 8362) Justice Assistance Grant 24**

**Section 1.** That the transfer of appropriations in the amount of \$3,550.00 is hereby authorized as follows:

FROM:	78782904 530000 Contractual Services	-\$3,550.00
TO:	78782904 511010 Salaries	+\$3,500.00
	78782904 521025 EAP	+\$ 50.00

Prepared by: Christy Noland  
cc: EMA



Signature Page

Resolution No. 2025-07.29.t

A resolution authorizing an account to account transfer for MCU Fund 7829  
(Subfund 8362) Justice Assistance Grant 24

(South Central Major Crimes Unit)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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



**A resolution to request for appropriations for unappropriated for MCU ARPA (7892)**

**WHEREAS,** the Major Crimes received funds that were not budgeted; and

**WHEREAS,** funds represent checks that were never cashed and have been redeposited from 2023; and

**WHEREAS,** funds total amount of \$ \$8,426.88; and

**WHEREAS,** monies will be used for general purchases.

---

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

---

**SECTION 1.** Request that the Fairfield County Commissioners Appropriate from Unappropriated funds in the amount of:

\$8,426.88 78789223 Materials and Supplies

Prepared by: Christy Noland  
cc: MCU



**A resolution to request for appropriations for receipts for MCU ARPA (7892)**

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

**Section 1.** \$8,426.88 78789223 561000 Supplies

**Section 2.** Issue an Amended Certificate in the amount \$8,426.88 to credit of 7892.

**Section 3.** Request that the Fairfield County Auditor, on behalf of the Budget Commission, update receipt line 78789223 433800 Other Receipts in the amount of \$8,426.88.



Resolution No. 2025-07.29.u

A resolution to request for appropriations for receipts for MCU ARPA (7892)

(South Central Major Crimes Unit)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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



**A resolution to approve a reimbursement for share of costs for Rent paid to Fairfield County Commissioners as a memo expenditure for fund #7864/8371 Major Crimes Unit**

**WHEREAS,** MCU is responsible for reimbursing the General Fund for their rental costs; and

**WHEREAS,** MCU needs to reimburse the General Fund by using account code 544025; and

---

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

---

**Section 1:** That the Fairfield County Auditor reflect the following memo receipt:

00100110 436200 Rent Reimbursement - \$11,200.00

This amount represents monies owed to the General Fund for MCU's share of Rental costs paid to the Board of Commissioners as denoted in the attached documentation. (July to December 2025)

**Section 2:** That the Fairfield County Board of Commissioners approves the following expenditure and requests that the Fairfield County Auditor accomplish the transaction as if a regular County Auditor warrant reimbursing the General Fund for MCU's share of costs:

Memo expenditure as referenced in supporting documentation:

**Vendor #:** 2280 Fairfield County Commissioners

**Account:** 78786425 544025 Rental Lease

**Amount:** \$11,200.00

Prepared by: Christy Noland  
cc: Staci Knisley, Commissioners' Office



Signature Page

Resolution No. 2025-07.29.v

A resolution to approve a reimbursement for share of costs for Rent paid to Fairfield County Commissioners as a memo expenditure for fund #7864/8371 Major Crimes Unit

(South Central Major Crimes Unit)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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



**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 July 31, 2025.

---

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

---

**Section 1.** That the Fairfield County Board of County Commissioners approves the attached cash disbursement journal.

Prepared by: Auditor/Finance  
cc: Finance Office



FAIRFIELD COUNTY OHIO - INVOICES BY DEPARTMENT

Department									
Check #	Check Date	Vend #	Vendor Name	Invoice #	Invoice Date	PO #	Warrant	Line Item Description	Amount
<b>1270 - COMM-MAINTENANCE</b>									
<b>FUND: 3910 - BUILDING ON SHERIDAN</b>									
5432734	7/31/2025	1029	GARLAND COMPANY INC	3	7/1/2025	25003039	C0729	1550 Sheridan Roof with warranty 7/1/25	118,220.74
<b>TOTAL: COMM-MAINTENANCE</b>									<b>118,220.74</b>



FAIRFIELD COUNTY OHIO - INVOICES BY DEPARTMENT

Department									
Check #	Check Date	Vend #	Vendor Name	Invoice #	Invoice Date	PO #	Warrant	Line Item Description	Amount
2300 - SHERIFF									
FUND: 1001 - GENERAL FUND									
5432735	7/31/2025	10112	STATEWIDE EMERGENCY PROD LLC	7988	6/30/2025	25003185	C0729	UPFITTING 7 MARKED DODGE 2025	152,523.00
TOTAL: SHERIFF									152,523.00
Summary Total for this report:									270,743.74



FAIRFIELD COUNTY OHIO - INVOICES BY DEPARTMENT - SUMMARY

Department	Total Amount
1270 - COMM-MAINTENANCE	\$118,220.74
2300 - SHERIFF	\$152,523.00
Summary Total For This Report:	\$270,743.74

Commissioner Steven A. Davis

Commissioner Jeffery M Fix

Commissioner David L Levacy

Date



Resolution No. 2025-07.29.w

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

(Fairfield County Commissioners)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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



**A resolution to declare a continuing real and present emergency in Greenfield Township and Pleasant Township under Ohio Revised Code 307.86(A)(2).  
[Engineer]**

**WHEREAS**, R.C. 5535.08(A) provides that the Board of County Commissioners (hereinafter referred to as "the Commissioners") shall maintain its roads as designated in ORC Section 5535.01 and may, by agreement with the board of township trustees, contribute to the repair and maintenance of roads under the control of another; and,

**WHEREAS**, on or about July 26, 2025, strong storms occurred in Fairfield County, damaging various township roads and road culverts, in Greenfield Township and Pleasant Township; and,

**WHEREAS**, as a result of these storms, an emergency situation currently exists in these townships in which roads/culverts are in need of repair/replacement, or the roads/culverts have been closed in their entirety in order to prevent injury and/or loss of life to the traveling public; and

**WHEREAS**, the Fairfield County Engineer's Office has advised the Commissioners in public session that the various township roads and culverts impacted by the storms of July 26, 2025, that are located in Greenfield Township and Pleasant Township, constitute a real and present emergency situation that must be addressed immediately; and

**WHEREAS**, R.C. Sections 153.65 through 153.71 provide the statutory procedures necessary for contracting for professional design services for a public improvement project (which includes engineering); however, ORC Section 153.71(B) provides that ORC Sections 153.65 through 153.71 do not apply to any project determined in writing by the public authority head to be an emergency requiring immediate action; and

**WHEREAS**, pursuant to R.C. 307.86(A)(2), when there is actual physical disaster to structure, the Commissioners, by a unanimous vote of its members, may make a determination that a real and present emergency exists, thereby obviating the need to engage in competitive bidding for the work required; and

**WHEREAS**, the Fairfield County Engineer's Office has informed and advised the Commissioners that a real and present emergency exists and that an



**A resolution to declare a continuing real and present emergency in Greenfield Township and Pleasant Township under Ohio Revised Code 307.86(A)(2).  
[Engineer]**

insufficient amount of time exists to address the emergency situation currently existing in Greenfield Township and Pleasant Township, if the Commissioners were to follow the statutory procedures outlined in R.C. 153.65 through 153.71 and R.C. 307.86; and

**WHEREAS**, the Fairfield County Engineer's Office has advised and informed the Commissioners that the emergency situation requires the procurement of materials and labor in order to repair and replace the same and has estimated the cost of the repairs and replacements to be at or below the emergency threshold limit of \$125,000, as provided under R.C. 307.86(A)(1); and

**WHEREAS**, the Commissioners' and the County Engineer's continuing primary concern is the safety and well-being of the traveling public and the residents of, and visitors to, Fairfield County; and

**WHEREAS**, due to the emergency nature of the damage done to the roads and culverts in Greenfield Township and Pleasant Township and due to the insufficient time to follow the statutory procedures outlined R.C. 307.86, the respective boards of township trustees shall enter into agreements with the Commissioners, pursuant to R.C. 5535.08 and R.C. 307.15, to utilize the Commissioners' authority to declare an emergency under R.C. 307.86(A)(2); and

**WHEREAS**, the Commissioners hereby authorize the Fairfield County Administrator to enter into those agreements on their behalf after the agreements have been executed by the Townships.

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

**Section 1.** That we do hereby declare, based upon the advice and information provided by the Fairfield County Engineer's Office, that, due to the storm that occurred on or about on July 26, 2025, various township roads and culverts in Greenfield Township and Pleasant Township, as



**A resolution to declare a continuing real and present emergency in Greenfield Township and Pleasant Township under Ohio Revised Code 307.86(A)(2).  
[Engineer]**

identified by the County Engineer, constitute a continuing real and present emergency, pursuant to ORC Sections 153.71(B) and 307.86(A)(2), and that these repair and replacement projects constitute an exception to the competitive bidding requirements of ORC Sections 153.65 through 153.71 and ORC Section 307.86.

**Section 2.** That the County Engineer's Office shall work with Greenfield Township and Pleasant Townships on abating this emergency regarding the repair/replacement of the impacted Township roads and culverts from the storm that occurred on or about July 26, 2025.

**Section 3.** That the County Administrator is hereby authorized to enter into any agreements on behalf of the Commissioners as they relate to this declared emergency with the Greenfield Township Board of Trustees and the Pleasant Township Board of Trustees.

Prepared by: Amy Brown-Thompson

cc: Commissioners' Office  
Engineer's Office  
Auditor's Office  
Prosecutor's Office  
Pleasant Township Fiscal Officer  
Greenfield Township Fiscal Officer



Signature Page

Resolution No. 2025-07.29.x

A resolution to declare a continuing real and present emergency in Greenfield Township and Pleasant Township under Ohio Revised Code 307.86(A)(2)

(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.