### **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; Auditor, Dr. Carri Brown; Utilities Director, Tony Vogel; Economic Development Specialist, Anthony Iachini; EMA & Facilities Director, Jon Kochis; JFS Director, Corey Clark; Deputy, Kevin Romine; Budget Officer, Staci Knisley; Recorder, Lisa McKenzie; Soil & Water Manager, Nikki Drake; Clerk of Courts, Branden Meyer; Engineer, Jeremiah Upp; Interim RPC Director, Holly Mattei; IT Director, Dan Neeley; Deputy JFS Director, Heather O'Keefe; and MORPC Intern, Ryan Erikson. Also in attendance: Sherry Pymer, Ray Stemen, Chris Snider, Stephanie Bosco, Betty Bennett, and George Bennett.

Virtual Attendees: Tony Vogel, Lisa, Justin Messinger, Beth Cottrell, Jim Bahnsen, Tyler, Abby Watson, Colleen Cook, Jason Grubb, BGM, Tim, Jerry Starner, Greg Forquer, Shelby Hunt, Deborah, Austin Lines, Jennifer Morgan, Steven Darnell, Andy Boystel, Andy Robberts, Jeff Barron, Britney Lee, Josh Horacek, Lauren Vires, Brian Wolfe, Joe Ebel, Stacy Hicks, and Lori Hawk.

### Welcome

Commissioner Fix opened the meeting by welcoming everyone in attendance.

### Budget Update, Budget Director, Bart Hampson

Bart Hampson provided a 2<sup>nd</sup> quarter update and spoke about federal and state funding and the importance of analyzing the County's revenues. He also spoke about the county's funding of continued security measures, building updates, and the Workforce Center. The county continues to watch for possible federal funding changes. Mr. Hampson provided a financial forecast which is available in meeting minutes, along with the PowerPoint he presented at the meeting. In his presentation he also provided details about general fund revenues and expenditures and the 2026 budget process.

Commissioner Davis stated he met with Mr. Hampson and appreciates the work he has done on the budget forecasts and the analysis of income and expenditures.

Commissioners Levacy and Fix also thanked Mr. Hampson.

### Update, County Auditor, Dr. Carri Brown

Dr. Brown provided an update from her office and spoke about the experiences of the informal meeting regarding the reappraisal held by her office and the emerging themes in from those meetings. Many seniors do not qualify for the Homestead Reduction and property owners are feeling property tax fatigue. There are a lot of questions regarding school funding. The housing market is a demand driven market. Dr Brown provided fact sheets on the the roles of the County Auditor's Office (the fact sheets are available in the minutes). She also showed a video during her presentation on the roles of her office.

Commissioner Davis asked if the Homestead Exemption is based solely on income.

Dr. Brown replied that the exemption is based on age and income and that there are a few individuals that are still grandfathered from rules that applied under the Kasich administration.

Commissioner Fix thanked Dr. Brown for continuing to set the bar high for the Auditor's Office.

Dr. Brown added that Fairfield County is the only county in Ohio that is so far along with the sexennial update. She also added that Fairfield County property increases are at 28% and other counties, such as Clark County, are at 32%.

### Airport Update, Facilities and EMA Director, Jon Kochis

Mr. Kochis spoke about a land lease proposal for the Commissioners and Airport Board's consideration. The land lease would allow for repayment of construction costs.

Commissioner Fix asked if the land lease proposal would be a variation of the rental of the airport hangars. He also asked when the proposal would be before the Commission.

Mr. Kochis stated that a land lease may be a more consistent way to rent the hangars, and the proposal would be before the Commissioners when the construction of the hangars was nearing completion.

### **Public Comments**

Ray Stemen of Lancaster spoke about the work being done in the county and prayed for guidance for county and government leadership.

Sherry Pymer of Walnut Township stated that the Ohio Power Siting Board (OPSB) will soon provide a decision on the Eastern Cottontail solar project. She added that many township residents reside within a mile of the project area and urged the Commissioners to write a letter of opposition to the OPSB.

Betty Bennett of Pleasantville urged the Commissioners to write a letter to the OPSB in opposition to the Eastern Cottontail solar project.

### Legal Update

None.

### **County Administration Update**

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

### Week in Review

Business-Education Leader Awards for Excellent Business Advisory Councils

The Ohio Department of Education and Workforce presented the 2025 Business-Education Leader Awards at their annual Business Advisory Council Townhall on July 21, 2025. The Business-Education Leader Awards for Excellent Business Advisory Councils recognizes two-, three- and four-star rated Business Advisory Councils throughout the State of Ohio for their exceptional work building strong partnerships to instill professional skills for future careers and coordinating experiences for students. The Fairfield County Education Service Center received a 3 Star Rating.

### **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 September 16<sup>th</sup> meeting. This resolution would make this an evening meeting and Rushcreek Township has graciously agreed to host the Commissioners at their Fire Department in Bremen at 7:00 p.m.
- The next resolution on the agenda is to approve an Expedited Type II Annexation of 163.434 acres from Greenfield Township to the City of Lancaster.
- Facilities has a resolution for a change order to the Gutknecht Construction contract for the Workforce Center. This is for additional work totaling \$39,012.
- JFS has 11 resolutions on the agenda including several memo receipts, a couple of network placement contracts, and the disposal of a salvage vehicle.
- And Major Crimes has a resolution to approve a partial repayment of a Violent Crimes Reduction Grant. There were two cash advancements from the General Fund for the Grant and MCU has collected \$90,000 toward that repayment.

### **Budget Review**

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

### Calendar Review/Invitations Received

- The Review of the Calendar, Invitations Received, and Correspondence was provided by the Clerk to the Board of Commissioners, Rochelle Menningen, unless otherwise noted.

- Fairfield County Board of Commissioners' Meetings for August and September—To be Held in the Commissioners' Hearing Room Unless Otherwise Noted: August 12, 2025, 9:00 a.m.; August 19, 2025, 9:00 a.m.; August 26, 2025, 3:00 p.m.; September 4, 2025, 10:00 a.m.; September 16, 2025, 7:00 p.m., Rushcreek Township Fire Department, 201 Marietta St., Bremen; September 23, 2025, 9:00 a.m.; September 30, 2025, 9:00 a.m.; The State of the County Address, September 30, 2025, 11:30 a.m., The Sheridan Center, 1550 Sheridan Dr., Lancaster
- Regional Planning Commission Meeting, August 5, 2025, 6:00 p.m., Fairfield County Records Center, 138 W. Chestnut St., Lancaster
- Lancaster Fairfield County Chamber of Commerce Athena Awards Banquet, August 7, 2025, 5:30 p.m., The Mill Event Center, 431 S. Columbus St., Lancaster
- MCJDC Board of Trustees Meeting, August 8, 2025, 9:00 a.m., MCJDC, 9236 Liberty Dr., Lancaster
- MCJDC Joint Board of Commissioners Meeting, August 8, 2025, 10:30 a.m., MCJDC,
   9236 Liberty Dr., Lancaster

### Correspondence

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

### Updates from Elected Officials and Department Heads

Nikki Drake stated that Soil and Water has received many calls from residents concerning flooding on their property.

Holly Mattei stated that the Regional Planning Commission will hold a special meeting for floodplain regulations. Increased standards for the North Bank and West Bank areas of Walnut Township will be discussed at the meeting.

Engineer Upp stated that his road crews are currently chipping and sealing roads, as well as cleaning up roadway areas from debris due to the recent storms.

Commissioner Fix stated he heard positive feedback from both Pleasant and Greenfield Townships about the assistance they received from the Engineer's Office.

Engineer Upp also thanked Jon Kochis for EMA's involvement with the storm aftermath.

Auditor Brown reported that the Budget Commission increased the local budget commission fund.

Mr. Iachini reported that the Workforce Center's summer camps concluded and were a success with over sixty students.

Commissioner Fix stated he also heard great feedback regarding EMA's storm efforts.

Mr. Kochis stated that he will be submitting the report for disaster assistance and will be scheduling an on-site assessment.

Commissioner Fix asked if the entire county had been declared an emergency.

Mr. Kochis stated that the state declaration would be county-wide.

Mr. Neeley stated he met with the Board of Elections and the Secretary of State's office for a cybersecurity audit. The audit consultant was very complimentary to the county's preparedness.

Mr. Clark stated that August is Child Abuse Awareness Month and invited everyone to wear green on Wednesday, August 6<sup>th</sup> in observance.

Deputy Administrator Porter stated that Human Resources will communicate to employees that the wellness clinic will reopen this week at a temporary location while flood damage is repaired.

### **Old Business**

Commissioner Levacy reported that he attended the Pickering House ice cream social and that Virginia Pickering had requested that the event be held annually.

### **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: Lisa, Justin Messinger, Beth Cottrell, Jim Bahnsen, Tyler, Colleen Cook, Jason Grubb, Tim, Jerry Starner, Greg Forquer, Shelby Hunt, Deborah, Austin Lines, Jennifer Morgan, Steven Darnell, Andy Robberts, Britney Lee, Lauren Vires, Brian Wolfe, Joe Ebel, Stacy Hicks, and Lori Hawk.

### **Announcements**

None.

### Approval of Minutes for July 29, 2025

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

Roll call vote of the motion resulted as follows:

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

### Approval of Resolutions from the Fairfield County Commissioners

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

2025-08.05.a A Resolution Amending Resolutions 2024-12.03.a, 2025-04.22.a, 2025-

06.24.a, and 2025-07.29.a, Establishing the Fairfield County Board of Commissioners' 2025 Review Session and Regular Meeting Dates, and

Special Meeting Dates

Roll call vote of the motion resulted as follows:

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

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

2025-08.05.b A Resolution to Approve the Expedited Type II Annexation of 163.434

+/- Acres from Greenfield Township to the City of Lancaster, Pursuant to Ohio Revised Code (R.C.) 709.023, Petitioners Zac Walker, Craig

Moncrief, and Jeffrey Vandervoort

Roll call vote of the motion resulted as follows:

Voting aye thereon: David Levacy and Jeff Fix

Abstaining: Steve Davis

### 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:

2025-08.05.c A resolution to request for appropriations for additional unanticipated

receipts of memo receipts and memo expenses for fund 3445 Bridge Load

Rating Project

2025-08.05.d A resolution to appropriate from unappropriated in a major expenditure

object category County Engineer 2024-Motor Vehicle for construction in

progress

2025-08.05.e

A resolution to approve a Change Order for the 2025 Micro surfacing 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 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:

2025-08.05.f

A resolution for a Change Order #1 to the Contract with Gutknecht Construction and the Fairfield County Commissioners for the Workforce Center

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:

2025-08.05.g	A resolution authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and Champion Life House LLC
2025-08.05.h	A Resolution regarding an amendment for a previously approved Network Placement and Related Services Agreement between Unk's Place and Child Protective Services Department.
2025-08.05.i	A resolution to approve a memo exp./ memo receipt for the costs of Bus Passes paid to Lancaster-Fairfield Public Transit as a memo expenditure for fund# 2072 Public Children's Services
2025-08.05.j	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
2025-08.05.k	A Resolution to approve FCJFS' share of cost for postage as a Memo Expenditure for Fund# 2018
2025-08.05.1	A resolution to approve a memo exp./ memo receipt for the costs of Transportation paid to Lancaster-Fairfield Public Transit as a memo expenditure for fund# 2018 Public Assistance Fund
2025-08.05.m	A resolution to approve a memo exp./ memo receipt for the costs of Transportation paid to Lancaster-Fairfield Public Transit as a memo expenditure for fund# 2599 Workforce Fund

2025-08.05.n	A resolution to approve a memo receipt and expenditure for Fairfield County Job & Family Services, Fund 2072 reimbursing Fund 2018
2025-08.05.o	A resolution to approve a memo receipt and expenditure for Fairfield County Job & Family Services, Fund 2758 reimbursing Fund 2018
2025-08.05.p	A resolution to approve a memo receipt and expenditure for Fairfield County Job & Family Services, Sub Fund 8056 reimbursing Fund 2018
2025-08.05.q	A Resolution regarding the disposal of a salvage vehicle for Fairfield County Job and Family 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 Sheriff

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 Sheriff:

2025-08.05.r A resolution to approve the purchasing of a gun by a retiring officer

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:

2025-08.05.s A resolution authorizing the approval of a partial repayment of an advance to the General Fund from MCU 7911 Violent Crimes Reduction 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 Utilities

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

2025-08.05.t	A resolution to appropriate from unappropriated in a major expenditure object category for Utilities; 5044, Contractual Services.
2025-08.05.u	A resolution to appropriate from unappropriated in a major expenditure object category for Utilities Water Fund 5046.
2025-08.05.v	A resolution to appropriate from unappropriated in a major expenditure object category for Utilities; 5841, Construction in Progress.

2025-08.05.w

A resolution to appropriate from unappropriated in a major expenditure

object category for Utilities fund 5842.

Roll call vote of the motion resulted as follows:

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

### 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:

2025-08.05.x

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

Roll call vote of the motion resulted as follows:

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

### **Adjournment**

With no further business, on the motion of David Levacy and the second of Steve Davis, the Board of Commissioners voted to adjourn at 10:04 a.m.

Roll call vote of the motion resulted as follows:

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

The next Regular Meeting is scheduled for 9:00 a.m. on Tuesday, August 12, 2025, Commissioners' Hearing Room, 210 E. Main St., Lancaster, OH.

Motion by: David Levacy	Seconded by	: Steve Davis
that the August 5, 2025, minutes were a	pproved by the following vote:	
YEAS: David Levacy, Steve Davis, and	l Jeff Fix	NAYS: None
ABSTENTIONS:  *Approved on August 12, 2025  Jeff Pix Commissioner	Steve Davis Commissioner	David Levacy Commissioner
Rochelle Menningen, Clerk		



### COMMISSIONERS BOARD

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

Tuesday, August 5, 2025 9:00 a.m.

**County Administrator** Aundrea N. Cordle

**Deputy County Administrator** 

Jeffrey D. Porter

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.

Clerk Rochelle Menningen

### 2. Welcome

### 3. Budget Update

Budget Director, Bart Hampson

### 4. Update from the Auditor

Auditor, Dr. Carri Brown

### 5. Airport Update on Land Lease Agreement

EMA and Facilities Director, Jon Kochis

### 6. 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.

### 7. Legal Update

### 8. County Administration Update

- a. Week in Review
- b. Highlights of Resolutions
- c. Budget Review
- d. Calendar Review/ Invitations Received
  - Fairfield County Board of Commissioners' Meetings for August and September– To be Held in the Commissioners' Hearing Room Unless Otherwise Noted: August 12, 2025, 9:00 a.m.; August 19, 2025, 9:00 a.m.; August 26, 2025, 3:00 p.m.; September 4, 2025, 10:00 a.m.; September 16, 2025, 7:00 p.m., Rushcreek Township Fire Department, 201 Marietta St., Bremen; September 23, 2025, 9:00 a.m.; September 30, 2025, 9:00 a.m.; The State of the County Address, September 30, 2025, 11:30 a.m., The Sheridan Center, 1550 Sheridan Dr., Lancaster

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### REVIEW AGENDA

### BOARD OF COMMISSIONERS

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

ii. Regional Planning Commission Meeting, August 5, 2025,6:00 p.m., Fairfield County Records Center, 138 W. Chestnut St.,Lancaster

County Administrator
Aundrea N. Cordle

iii. Lancaster Fairfield County Chamber of Commerce Athena Awards Banquet, August 7, 2025, 5:30 p.m., The Mill Event Center, 431 S. Columbus St., Lancaster **Deputy County Administrator**Jeffrey D. Porter

iv. MCJDC Board of Trustees Meeting, August 8, 2025, 9:00 a.m., MCJDC, 9236 Liberty Dr., Lancaster

Clerk Rochelle Menningen

- v. MCJDC Joint Board of Commissioners Meeting, August 8, 2025, 10:30 a.m., MCJDC, 9236 Liberty Dr., Lancaster
- e. Correspondence
  - i. Correspondence Regarding Large Scale Solar Facilities
  - ii. Correspondence Regarding the Sexennial Property Tax Update
- 9. Updates from Elected Officials and Department Heads
- 10. Old Business
- 11. New Business
- 12. Regular (Voting) Meeting
- 13. Adjourn

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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.					
Drain at/Catamam.		As of 7/31/25	As of 7/31/25	As of 7/31/25	
Project/Category Public Health		Appropriations	Expenditure	Obligation	
Public Health	Спеан				
R15a	Public Health, PPE	199.90	199.90	0.00	
R16a	Public Health, Medical Expenses	206,838.33	206,838.33	0.00	
R16b	Public Health, COVID Medial Costs County Benefits Program	399,949.66	399,949.66	0.00	
R17a	Public Health, Vaccination Clinic and Related Expenses	66,362.57	66,362.57	0.00	
R17b	Public Health, Capital Investments and Public Facilities of the County	3,426,059.58	3,424,899.58	1,160.00	
R17c	Public Health, Capital Investment for Air Quality Improvements	56,674.00	56,674.00	0.00	
R17d	Public Health, Capital Investment for Health Equipment, Mobile Morgue	49,498.87	49,498.87	0.00	
R17e	Public Health, Capital Investment for Sheriff Cruiser to Respond to Increased Violence	54,250.98	54,250.98	0.00	
R18a	Professional Communications on Behalf of the Board of Health	34,577.94	34,577.94	0.00	
R18b	Public Health, Creation of a Community Health Assessment (CHA)	48,943.10	48,943.10	0.00	
R19a	Public Safety Payroll Support	1,545,884.42	1,545,884.42	0.00	
R19b	Public Health Payroll Support	185,406.39	185,406.39	0.00	
R19c	Other Public Sector Payroll Support	275,236.47	275,236.47	0.00	
R110a	Mental and Behavioral Health	0.00	0.00	0.00	
Subtotal Public Health		6,349,882.21	6,348,722.21	1,160.00	
Negative Economic Impacts		, 2,22		,,	
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	

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.					
Project/Category		As of 7/31/25 Appropriations	As of 7/31/25 Expenditure	As of 7/31/25 Obligation	
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	9a Emergency Assistance Business Planning		146,829.87	0.00	
R213a	Support for Agriculture and the Growing Community	35,000.00	35,000.00	0.00	
R213b	R213b Technical Assistance for Townships & Others		399,354.84	0.00	
R213c Contracts for Services to Support Residents Suffering Effects of the Pandemic		96,700.00	96,700.00	0.00	
Subtotal Negative Economic Impacts		6,426,158.72	5,808,981.80	617,176.92	
R310a	Housing Support, Affordable Housing Strategic Plan	39,554.00	39,554.00	0.00	
Subtotal Services Disproportionately Impacted Communities					
		39,554.00	39,554.00	0.00	
Premium Pay	Dromium Day Promium Day for				
R41a	Premium Pay, Premium Pay for Emergency Management Agency Workers	27,907.72	27,907.72	0.00	
Subtotal Premium Pay		27,907.72	27,907.72	0.00	

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.				
Duois et/Cete mem.		As of 7/31/25	As of 7/31/25	As of 7/31/25
Project/Category		Appropriations	Expenditure	Obligation
Infrastructure				
	Clean Water: Centralized			
R52a	Collection and Conveyance, Airport	550,210.54	550,210.54	0.00
Beau	Clean Water: Centralized	,	,	
R52b	Collection and Conveyance, Walnut Creek Sewer District	750,000.00	750,000.00	0.00
DC0-	Clean Water: Centralized			
R52c	Collection and Conveyance, Regional Lift Station	2,761,835.85	2,610,401.78	151,434.07
R56a	Clean Water, Stormwater	539,895.00		0.00
	Drinking Water:	000,000.00	539,895.00	0.00
R511a	Transmission/Distribution, Grant	000 040 04	222 242 24	0.00
	Hampton	800,318.61	800,318.61	0.00
R511b	Drinking Water: Transmission/Distribution, Airport	400 005 00	400 005 00	0.00
	Drinking Water:	100,805.00	100,805.00	0.00
R511c	Transmission/Distribution, Greenfield	221,535.69	221,535.69	0.00
	Drinking Water:	221,000.09	221,333.09	0.00
R511d Transmission/Distribution, Baltimore		613,000.00	613,000.00	0.00
	Drinking Water:	0.10,000.00	0.10,000.00	0.00
R511e	Transmission/Distribution, Pleasantville	834,000.00	780,162.36	53,837.64
D540-	Dura dia and iii and Mila? Duri and	·	,	·
R516a	Broadband, "Last Mile" Projects	0.00	0.00	0.00
Subtotal Infrastructure		7,171,600.69	6,966,328.98	205,271.71
Revenue Loss				
110101140 2000				
R61a	SaaS and Technological	260.050.22	360 050 33	0.00
R61b	Equipment  Recorder Document Scanning	369,959.32 337,984.72	369,959.32 337,984.72	0.00
R61c		221,00 2	22.,002	5.50
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

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.				
Project/Category		As of 7/31/25 Appropriations	As of 7/31/25 Expenditure	As of 7/31/25 Obligation
R61e				
11010	Dispatch Consoles	543,820.85	543,820.85	0.00
R61f				
1.011	Fairfield Center Purchase	2,708,752.85	2,708,752.85	0.00
R61g				
1.019	Fairfield Center Renovation	3,344,528.02	3,225,277.92	119,250.10
R61h	Community School Attendance	504 407 00	504 407 00	0.00
	Program	501,137.00	501,137.00	0.00
R61i				
	Workforce Center Expansion	0.00	0.00	0.00
R61j				
-	Smart Growth	197,657.97	197,657.97	0.00
R61k	United Way and Dolly Parton's			
	Imagination Library	25,000.00	25,000.00	0.00
R61I	Auditor Historical Records			
R61m	Scanning	0.00	0.00	0.00
R61n	Engineer's Radios	80,000.00	80,000.00	0.00
	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			
1010	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	0.00
Parama Lana		36,606.46	00,000.40	0.00
Revenue Loss		10,000,000.00	9,859,451.76	140,548.24

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

Project/Category		As of 7/31/25 Appropriations	As of 7/31/25 Expenditure	As of 7/31/25 Obligation
Administration				
R71a	Administrative Expenses	591,798.66	462,082.43	0.00
Subtotal Administration		591,798.66	462,082.43	0.00
Grand Total		\$30,606,902.00	\$29,513,028.90	\$964,156.87

### ADMINISTRATIVE AUTHORITY ITEMS FAIRFIELD COUNTY COMMISSIONERS' OFFICE JULY 28, 2025 TO August 03, 2025

### Fairfield County Commissioners

AA.07.29-2025.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.07.30-2025.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 Court of Common Pleas
AA.07.29-2025.b	An Administrative Approval between the General Division of the Fairfield County Court of Common Pleas, by and through the Board of Fairfield County Commissioners, and the Halfway Partners LTD., LLC. [Common Pleas Court]
	Fairfield County Engineer
AA.07.29-2025.d	An Administrative Approval to approve an Agreement between Fairfield County and American Structurepoint, Inc. [Engineer]
	Fairfield County Facilities
AA.07.31-2025.a	An Administrative Approval for a Change Order #1 to the Contract with Gutknecht Construction and the Fairfield County Commissioners for the construction services at the Sheridan Center [Facilities]
	Fairfield County Sheriff
AA.07.29-2025.c	An Administrative Approval for an agreement between ComTech and the Fairfield County Sheriff's Office. [Sheriff]
	Fairfield County Utilities Department
AA.08.01-2025.a	An administrative approval of a bank transfer for the County Utilities Department [Utilities]

From: Scott Barr
To: Contact Web

Cc:Beth Cottrell; Fair FieldsSubject:[E] Solar projects oppositionDate:Monday, July 28, 2025 9:29:12 AM

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

### Dear Commissioners,

Thank you for your resolution and letter in opposition to the Carnation solar project in Amanda Township. As you know, this led directly to the Ohio Power Siting Board's Staff Report recommending denial of the project. Here is the crucial passage from the report:

**Public Comments:** The OPSB has received a significant number of written comments from area residents and the public. Comments opposing the project generally emphasize negative impacts on viewshed, noise, road traffic, property values, drainage, zoning, fire safety, and the loss of farmland. Comments in support generally highlight property owners' rights, Ohio's increasing need for electricity, and the benefits of renewable energy, among other issues. Public comments are available for Board members and the public to view within the case record.

The Fairfield County Board of Commissioners, by a vote of 2-0 with one abstention, and the Amanda Township Board of Trustees, by a unanimous vote, each submitted resolutions against the project. Further, while not controlling in this partially grandfathered case, the county commissioners have also acted to restrict the construction of large industrial solar facilities in all unincorporated areas of the county.

The village of Amanda Mayor and Council, and the Berne, Madison, Richland, Rushcreek, and Walnut Township Boards of Trustees, filed public comments in opposition to the project. The Mayor of Lancaster, Lancaster Port Authority, and several non-profit organizations filed letters in support. Additionally, both Amanda Township and a group of landowners, Protect Amanda Township and 74 of its members, have moved to intervene in opposing the project.

**Conclusion:** With respect to R.C. 4906.10(A)(6), Staff finds that the project will not serve the public interest, convenience, and necessity. Public interest, convenience, and necessity should be examined through a broad lens. However, the statutory criterion regarding public interest, convenience, and necessity must also encompass the local public interest, ensuring a process that allows for local citizen input while taking into account the local government's perspective.

The strong opposition to the project, as documented by the county and the township, is

especially noteworthy and compelling. Further, both entities filed resolutions in the case docket affirming their opposition to this project, and the Amanda Township Board of Trustees moved to intervene in the case. Staff notes that the governmental agencies and representatives mentioned above are local officials responsible for representing and serving their respective communities. These responsibilities include preserving the health, safety, and welfare of the citizens within their respective communities.

Staff acknowledges that some local opposition is not uncommon in many power generation siting projects. Nevertheless, Staff emphasizes that the considerable opposition filed in this docket, combined with the significance of the unanimous local government opposition, including the motivation by Amanda Township to intervene in opposition to the project, supports that the project will create negative impacts within the local community. Staff believes that any benefits to the local community are outweighed by the overwhelming documented public opposition and, therefore, the project would not serve the public interest, convenience, and necessity.

Of course, this report is not binding to the OPSB, but it certainly shows that the momentum is in our favor. So thank you for your important role in protecting our local community.

Now another big ask: our Fairfield County friends opposing the Eastern Cottontail project need your help, too, at this eleventh hour. I've listened to their pleas and thought through their arguments, and I find them convincing.

Commissioner Levacy, could you please reconsider your position in light of what we have all learned from this process? With humility and resolve, could you and Commissioners Davis and Fix write a letter to OPSB stating your opposition to Eastern Cottontail (or at least expressing your concerns about the process and your support of local citizens in the affected area. Even a personal letter like the one Jeff Fix wrote could tip the scales.)

We appreciate you and respect your work for Fairfield County!

Sincerely,

### N. Scott Barr

### Swope Rd., Amanda

CONFIDENTIAL COMMUNICATION: The foregoing message and/or the attachments hereto may contain or constitute confidential or protected communications. You should not copy, forward, or distribute this message to others without the permission of the sender. If you believe that you are not the intended recipient of this message, we urge you to delete it without retaining a copy and inform the sender of your action. Your cooperation is appreciated.



July 29, 2025

Jeff Fix Commissioner, Fairfield County 210 East Main Street, Room 301 Lancaster, OH 43130

RE: Upcoming Public and Evidentiary Hearings for the Carnation Solar Project

Dear Commissioner,

Please find enclosed a notice regarding the Carnation Solar Project (the "Project"), the Project's pending application with the Ohio Power Siting Board ("OPSB"), and upcoming public and evidentiary hearings for the Project.

Carnation Solar, LLC ("Carnation Solar"), a subsidiary of Geronimo Power (formerly known as National Grid Renewables), is proposing the Carnation Solar Project, a solar-powered generation facility within Amanda Township in Fairfield County, Ohio. The Project will be sited on up to approximately 1,650 acres of private land with solar panels only occupying approximately 729 acres. It will have a maximum generating capacity of up to 142 megawatts. The general purpose of the Project is to maximize energy production from solar resources to deliver clean, renewable electricity to the Ohio regional transmission system to serve the needs of electric utilities and their customers. The Project will generally consist of the fence line, solar panel arrays, electrical collection lines, inverters, transformers, access roads, a Project substation, a switching station, a short generation interconnection line from the Project substation to the switching station, an operations and maintenance building, weather stations, and laydown yards. Construction may begin as early as 2026, and commercial operations may begin as early as winter 2027.

We also wanted to take this opportunity to highlight some of the benefits the Project is slated to bring to your community, should it be approved by the OPSB:

- During construction, Carnation Solar is expected to create over 300 jobs, which will increase revenue for the local businesses including gas stations, hotels, and restaurants.
- During operations, Carnation Solar is expected to generate approximately \$1.2 million in tax revenue each year to be distributed to local taxing jurisdictions.
  - An estimated \$600,000 per year would go directly to the Amanda Clearcreek, Teays Valley, and Eastland Valley Vocational school districts (around \$12.4 million over the 20-year projected life of the Project).
- Carnation Solar also plans to implement a charitable fund equal to \$710,000 over 20 years which will provide benefits to the community.
  - Geronimo Power (formerly known as National Grid Renewables) establishes these local funds in every community where projects are located and demonstrates our commitment to being a partner in our host communities.



You can learn more about the Carnation Solar Project and its expected benefits for the local community at: <a href="https://geronimopower.com/in-development/carnation-solar/">https://geronimopower.com/in-development/carnation-solar/</a>. Carnation Solar is happy to discuss any questions about the Project with you. Please contact us at carnationsolar@geronimopower.com or by calling us at: 740-761-7879.

Sincerely,

Courtney Whitworth Permitting Lead

Courtney Whitworth

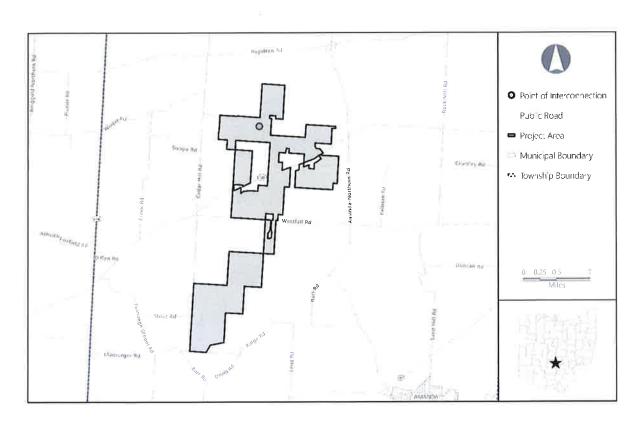
Chris Snider Developer

Chris Snider

**Enclosure** 

# Notice of Proposed Major Utility Facility

Carnation Solar, LLC ("Carnation Solar"), a subsidiary of Geronimo Power (formerly known as National Grid Renewables Development), is proposing the Carnation Solar Project (the "Project"), a solar-powered generation facility within Amanda Township in Fairfield County, Ohio (see map showing location and general layout of the Project). The Project will be sited on up to approximately 1,650 acres of private land and have a maximum generating capacity of up to 142 megawatts. The general purpose of the Project is to maximize energy production from solar resources to deliver clean, renewable electricity to the Ohio regional transmission system to serve the needs of electric utilities and their customers. The Project will generally consist of the fence line, solar panel arrays, electrical collection lines, inverters, transformers, access roads, a Project substation, a switching station, a short generation interconnection line from the Project substation to the switching station, an operations and maintenance building, weather stations, and laydown yards. Construction may begin as early as 2026 and commercial operations may begin as early as winter 2027.



Carnation Solar has filed an application for a Certificate of Environmental Compatibility and Public Need to construct, operate, and maintain the Project in Case No. 24-0881-EL-BGN, which is now pending before the Ohio Power Siting Board (the "Board"). The first public notice required by the Board's rules for the Project and the public and adjudicatory hearings was published in The Lancaster Eagle-Gazette, a newspaper of general circulation in Fairfield County, Ohio, on June 25, 2025 and titled as "Notice of Proposed Major Utility Facility." A notice pursuant to R.C. 4906.06(C) was also published in The Lancaster Eagle Gazette on May 19, 2025.

The public will be given an opportunity to comment on the proposed Project. The public hearing for this proceeding shall consist of two parts:

1. A local public hearing, pursuant to R.C. 4906.08(C), where the Board shall accept written or oral testimony from any person on August 11, 2025, at 5:00 p.m., at Amanda Clearcreek High School, 328 E Main St, Amanda, OH 43102; and

2. An evidentiary hearing commencing on September 9, 2025, at 10:00 a.m., Hearing Room 11-A, at the offices of the Public Utilities Commission of Ohio, 180 East Broad Street, Columbus, Ohio 43215. The purpose of the evidentiary hearing is for Applicant, Staff, and any intervenors to provide evidence regarding the Application.

From: Sherry Looney
To: Contact Web

Subject: [E] Real Estate Tax Increase Impact

Date: Friday, August 1, 2025 3:36:31 PM

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

Steve, David and Jeff,

I'm sure you've been inundated with concerns regarding the recent real estate tax increases across Fairfield County. The level of "panic" I've witnessed—especially among fixed-income homeowners and working families—speaks volumes about the gravity of the situation. I wanted to reach out directly, not just for myself, but on behalf of the many people who have voiced their fears to me.

While I fully understand the need for taxation to support essential services—we all benefit from them—I believe the *magnitude* of this latest increase has pushed many residents to the brink. Speaking personally, I've begun to question whether I can—or want to—continue living here long term. And I know I'm not alone.

As a real estate agent with over 35 years of experience in this county, I've always been a resource for my clients and neighbors when it comes to property values and tax questions. But this year has been unlike any other. The volume of calls, emails, texts, and walk-ins I've received about valuations and tax increases has been overwhelming—and many of those conversations end with someone tearfully saying they may need to sell their home because they simply can't afford to stay.

The ripple effects are serious. I've spoken with multiple lenders, urging them to get ahead of the problem. Escrow shortages will hit hard. For homeowners with mortgages—many of whom escrow their taxes—the upcoming adjustments will mean sharp monthly payment increases, due both to the new tax bills and the need to backfill shortages. For those already on a tight budget, this could lead to missed payments and, tragically, foreclosure.

I've also heard from many elderly residents—good, responsible people who've spent their lives contributing to this community—who now worry they won't be able to stay in their homes. That should never be the case.

Fairfield County has been a wonderful place to live, work, and raise my family. I now have grandchildren here, and I want nothing more than for them to thrive in this community. But we are in danger of pricing people out of their homes—good people who want to stay, who want to contribute, but who are feeling forced out.

I'm committed to doing what I can—educating clients, helping them prepare for escrow impacts—but my reach is limited. You, as County Commissioners, have a far greater platform to raise awareness, explore solutions, and push for responsible, balanced approaches that protect both services *and* the residents who fund them.

I hope you recognize the seriousness of this issue and consider what might be done to lessen

the burden while keeping Fairfield County strong, sustainable, and welcoming for all. I love selling homes—but not under these circumstances.

Thank you for your time, your public service, and your attention to this critical matter.

Warm regards,

Sincerely,

Sherry Looney

--

### **Sherry Looney**

PARTNER AGENT

Howard Hanna Real Estate Services Team Lead of The Loon Crew 740-808-1607 cell | 740-862-4700 office sherrylooney@gmail.com www.thelooncrew.com Find us on Facebook

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## 2025 Quarter 2 Results

July 29, 2025



# Objectives

- Federal and State Budget Analysis
- Financial Analysis & Reporting
- General Fund Revenue and Expenses
- Sales Tax
- 2026 Budget
- Questions

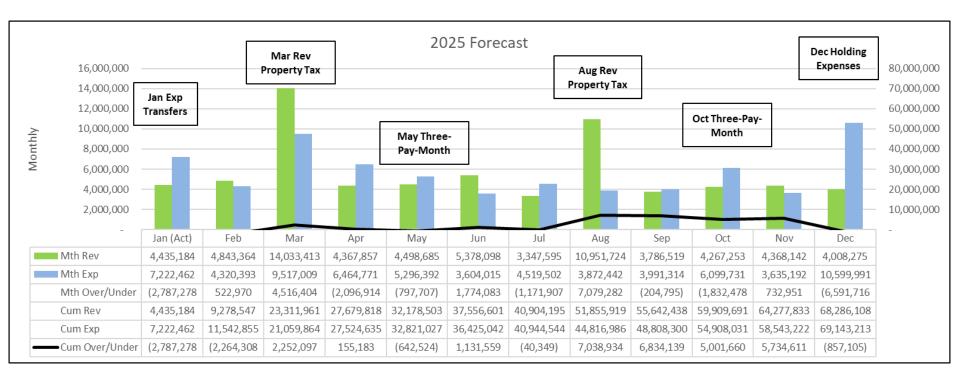


# Federal and State Funding

- Financial Analysis
- Funding Communication
  - Revenue
  - Expenses
  - Grants

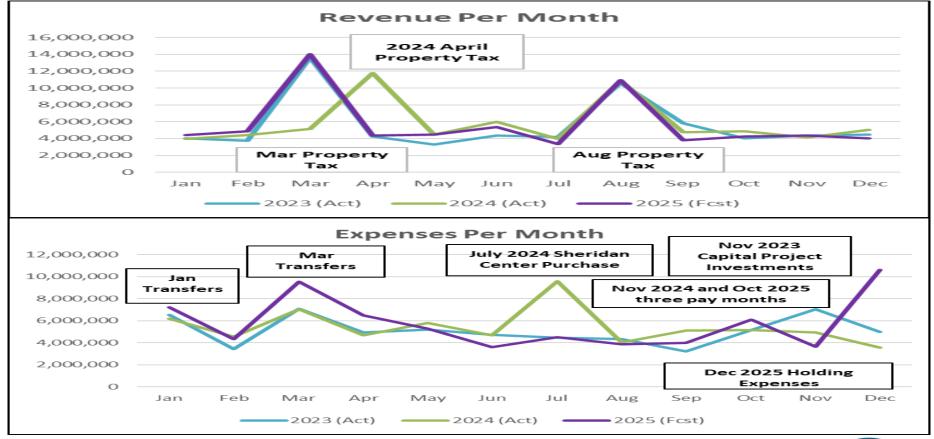


## Financial Forecast



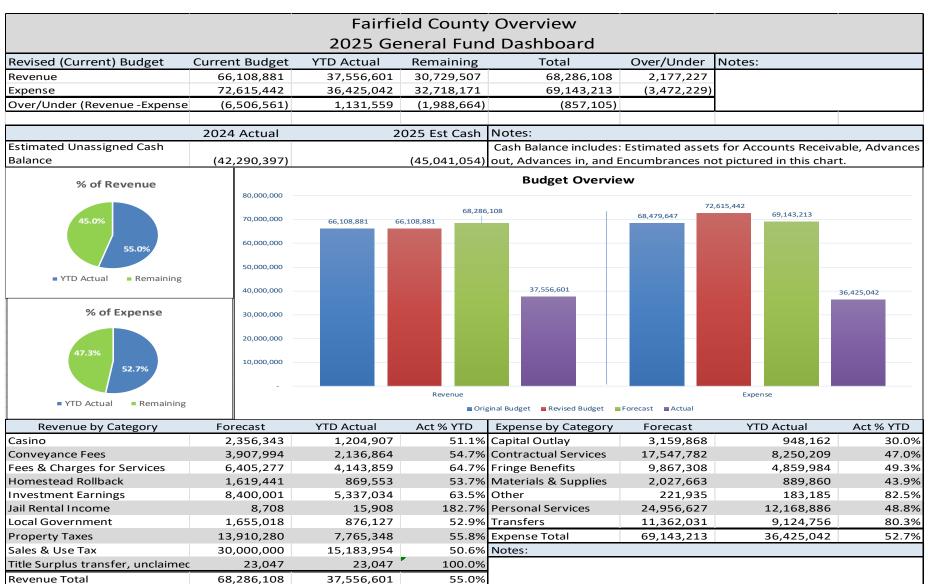


# Financial Trend Analysis





## Financial Dashboard



08/05/2025

# 2025 Quarter 2 Results

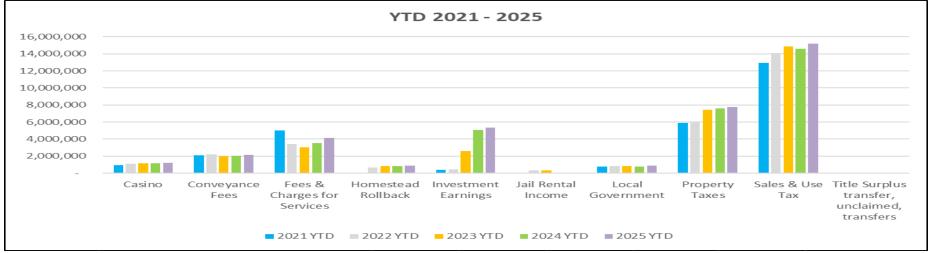


# Explanation of Revenue Categories

- Casino
  - Casino tax revenue
- Conveyance Fees
  - Property sales and transfers
- Fees & Charges for Services
  - General government, service charges, jail rental, and attorney fees, court fees
- Homestead Rollback
  - Reimbursement for lost tax revenue through Real Estate Property Tax Rollback and Homestead Exemptions are forms of property tax relief
- Investment Earnings
  - Investment revenue
- Jail Rental income
  - Jail rental revenue.
- Local Government
  - Local government revenue generated via income tax
- Property Taxes
  - Real Property or land and generally anything built on or attached to it. Manufactured homes taxes
- Sales & Use Tax
  - Applies to the retail sale, lease, and rental of tangible personal property as well as the sale of selected services in Ohio
- Transfers
  - Title Surplus transfer, unclaimed, transfers

08/05/2025

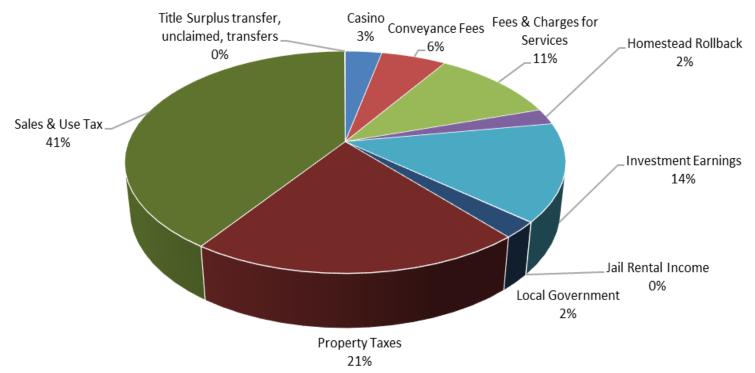
# General Fund Q2 Revenues



	2021 YTD	2022 YTD	2023 YTD	2024 YTD	2025 YTD
Casino	939,941	1,117,831	1,176,517	1,178,489	1,204,907
Conveyance Fees	2,082,028	2,186,420	2,016,027	2,038,371	2,136,864
Fees & Charges for Services	5,040,595	3,431,204	3,031,684	3,552,548	4,143,859
Homestead Rollback	-	655,167	821,328	838,492	869,553
Investment Earnings	369,135	427,223	2,613,388	5,063,847	5,337,034
Jail Rental Income	3,055	330,960	355,080	55,075	15,908
Local Government	776,130	853,509	857,332	801,395	876,127
Property Taxes	5,876,411	5,969,749	7,432,441	7,591,299	7,765,348
Sales & Use Tax	12,953,697	14,110,335	14,861,963	14,604,091	15,183,954
Title Surplus transfer, unclaimed, transfers	15,775	42,576	34,191	27,775	23,047
Grand Total	28,056,767	29,124,974	33,199,952	35,751,383	37,556,601



## General Fund 2025 Q2 Revenues





## General Fund Revenue – Q2

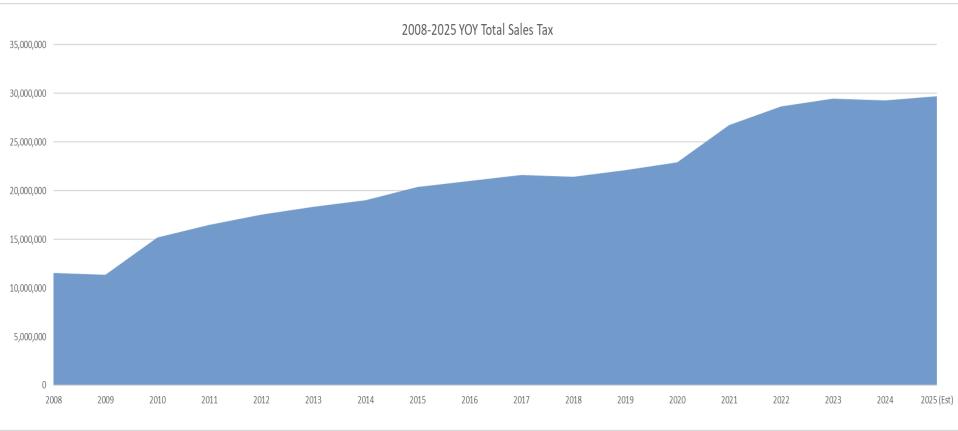
- Revenues for 2025 were \$37.6M vs 2024 \$35.8M. Increase equates to \$1.8M or 5% year-over-year.
- Year-Over-Year Increases
  - Fees & Charges for Services up \$591k
  - Sales Tax up \$580k
  - Investment Earnings up \$273k
  - Property taxes are up \$174k
  - Casino, Conveyance Fees, Homestead Rollback, Local Government, up \$231k
- Year-Over-Year Decreases
  - Jail Rental Income down \$39k
  - Transfers Title Surplus transfer, unclaimed, transfers down \$5

### Sales Tax Rate

- Fairfield County's sales tax rate has not increased since 2010
- Fairfield 6.75%
- Hocking 7.25%
- Licking, Perry, Pickaway, & Ross 7.25%
- Franklin 8%



### Annual Sales Tax



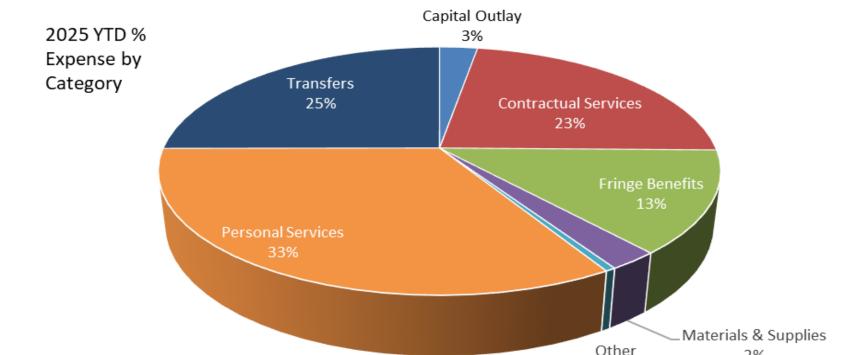


## Explanation of Expense Categories

- Capital Outlay
  - Expenditures for the acquisition cost of capital assets, such as equipment, or expenditures to make improvements to capital assets
- Contractual Services
  - Contract services, travel reimbursement, training, membership and dues, and advertising
- Fringe Benefits
  - Health insurance, life insurance, EAP, PERS, Medicare, workers comp, and unemployment
- Material and Supplies
  - Supplies, fuel, postage, and clothing
- Other
  - Refunds, reimbursements, community support, settlements, and allowances
- Personal Services
  - Salaries, overtime, sick & vacation payout, and comp-time
- Transfers
  - Allocations, grant match, debt obligations, and funding capital projects



## Expenditures Q2

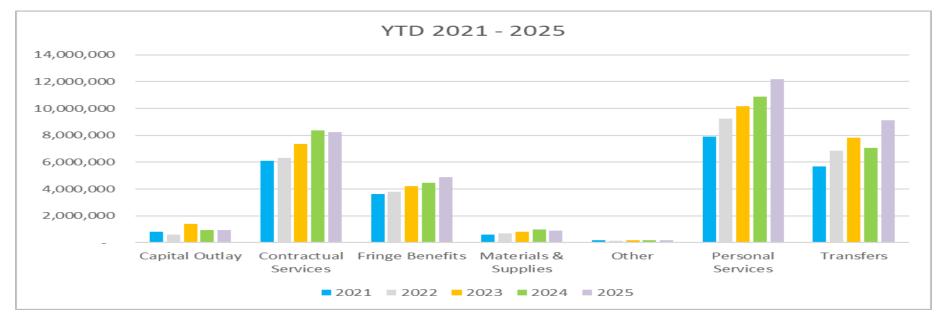




2%

1%

## Expenditures – Q2



Row Labels	2021	2021 2022		2024	2025
Capital Outlay	829,412	591,706	1,380,202	952,532	948,162
<b>Contractual Services</b>	6,104,282	6,318,670	7,374,824	8,384,303	8,250,209
Fringe Benefits 3,625,253		3,798,267	4,203,212	4,466,317	4,859,984
Materials & Supplies	592,467	695,939	798,552	990,785	889,860
Other	179,957	134,661	159,144	171,166	183,185
Personal Services	7,910,039	9,246,482	10,180,251	10,874,383	12,168,886
Transfers	5,693,712	6,852,506	7,798,902	7,062,758	9,124,756
Grand Total	24,935,121	27,638,230	31,895,086	32,902,244	36,425,042



08/05/2025

### General Fund Expenditures – Q2

- Expenses in 2025 were \$36.4M vs \$32.9M in 2024. Increase equates to \$3.5M or 10.7% year-over-year.
  - Transfers increased \$2M
    - 2025 Capital Investments budget higher than prior year through June.
  - Personal Services increase \$1.3M
  - Contract Services decreased \$134k
  - Material and Supplies decreased \$101k



## 2026 Budgets

- Level 3 Budget Entry Access Ends August 27th, 2025, for General Fund Departments.
- Level 4 Budget Entry Access Ends
   December 1<sup>st</sup>, 2025, for non-General Fund
   Departments.



## Questions





### Your Fairfield County Auditor's Office: JUST THE FACTS



### Reporting Destroyed or Damaged Real Property

- If your property sustained any damage or was destroyed due to fire, flood, storm, or intentional demolition, the property may qualify for a reduction in the value of the damaged portion of your home.
- An application for a reduction is available at the County Auditor's Office. The application form is called DTE Form 26.
- You must file by December 31 for property that was damaged or destroyed in the first nine months of the year (January through September).
- For property damaged in the last three months of the year (October through December), the filing deadline is January 31 of the following year.
- The most up to date form, along with instructions on how to complete the form, can be found at https://tax.ohio.gov/business/get-a-form.
- If you have questions, please call (740) 652-7030.

### The Roles of the Fairfield County Auditor **FACT SHEET**



### The brand of the County Auditor's Office is excellence!

#### As the chief financial officer for Fairfield County, the County Auditor:

- Monitors expenditures to promote compliance with laws and regulations.
- · Certifies sufficient funds are available for expenses.
- Maintains the official financial records for the county.
- Issues payments from the county treasury, making sure bills and payroll are paid in compliance with the approved budget.
- Is the first point of contact for financial audits.
- Produces an internal control manual to help ensure expenses are made for proper public purposes.
- Prepares multiple financial reports, such as the <u>Annual Comprehensive Financial Report and the Popular Annual Financial Report</u>.

# Reports

#### County Finance: Did you know?

- The five categories of sales tax (\$30 M), real property taxes (\$14 M), investment earnings (\$8 M), conveyance fees (\$3.2 M), and casino revenues (\$2.3 M) comprise more than 85% of the total general fund estimate for 2025.
- The total "all funds" budget is more than \$200 M.
- Fairfield County's sales tax rate has not increased since January 1, 2010. At 6.75%, it is the lowest sales tax rate in central Ohio and is among the lowest in the state.
- More than 25,000 checks and electronic fund transfers (EFTs) are issued annually.
- More than 1,000 payroll checks are issued every two weeks.

#### As the chief appraiser and administrator of the real estate assessment and settlement offices, the County Auditor:

- Coordinates with the Ohio Department of Taxation and ensures properties are valued in accordance with Ohio law, evaluating the market and statistical data.
- Records the value of new construction for the county.
- Handles tax exemption requests to the state of Ohio.
- Maintains all valuation data and conveyance of property records.
- Manages legal ownership and description information for real property & manufactured homes.
- Processes applications for participation in the Homestead Tax Exemption Program for seniors and Veterans and the Current Agricultural Use Valuation (CAUV) Program.
- Administers other tax reduction processes, including the owner occupancy credit.
- Provides property tax payments to appropriate political subdivisions.

#### Real Estate: Did you know?

- The Auditor's Office offers three short educational videos about Ohio's appraisal process
- The next sexennial update for real estate appraisals is required in 2025 for tax payments in 2026.
- New construction in Fairfield County is more than \$100 M annually.
- About 8,000 conveyances of property occur annually; the vast majority of these are done electronically.
- There are more than 70,000 parcels in Fairfield County.
- About 8,500 residences are included in the Homestead Tax Exemption Program.

#### Homestead



#### As the chief weights and measures inspector, the County Auditor:

- Ensures commercial weighing and measuring devices are accurate, fair, and in compliance with regulations.
- Protects consumers and businesses by maintaining fairness where goods are sold by weight, measure, or counted.
- Helps maintain integrity in the marketplace and prevents fraud or inaccuracy in the sale of goods.
- Is a strong partner with County Fair Boards, ensuring proper testing of scales.

#### **#Serve.Connect.Protect.**



#### As the chief administrator of the geographical information system (GIS) and map room, the County Auditor:

- Oversees integration and management of geographic data to support essential services from tax assessments to 911 communications, law enforcement, regional planning, utilities, transit, social services, economic development, and more.
- Ensures accurate and up-to-date spatial data is available to government agencies and the public.
- Maintains mapping infrastructure in compliance with legal and regulatory standards.
- · Reviews legal descriptions and lot splits for accuracy.

#### GIS and Mapping: Did you know?

- There are 800 tax maps created for the county.
- About 12,000 legal descriptions are reviewed annually with same-day service.
- GIS is a strong partner with law enforcement, the Engineer's Office, and multiple departments.
- · GIS establishes boundaries for the US Census
- The July 2022 US Census estimated Fairfield County's population to be 162,898.
- GIS prepares maps for educational and outreach purposes.
- Online information is updated regularly the next addition will be street-level imagery.
- There is a new online process for lot splits.



Lot Splits



#### As the secretary for the County Board of Revision, the County Auditor:

- · Hears complaints on the market value of property.
- · Conducts critical administrative tasks, such as review of remittance of penalties and interest.
- Conducts education and outreach, including maintaining a manual and website for statewide use.
- Maintains online records of all BOR cases for quick and easy public access.

**Board of Revision** 



#### **Board of Revision: Did you know?**

The Board of Revision is comprised of the County Auditor, County Treasurer, and a County Commissioner.

#### As the secretary of the County Budget Commission, the County Auditor:

- Evaluates whether tax levies are properly authorized and allocated to local governments and libraries,
- · Helps certify available funds and promotes fiscal responsibility & transparency.
- Created a new technology known as DocLink to support multiple political subdivisions.

**Budget Commission** 



#### **Budget Commission: Did you know?**

The Budget Commission is comprised of the County Auditor, County Treasurer, and County Prosecutor.

#### **County Auditor Roles: Did you know?**

Even more goes into the role of the County Auditor:

- The County Auditor issues dog licenses (17,000+ annually), vendor licenses (500+ annually), and other licenses.
- The County Auditor collects county hotel/motel lodging taxes, which are distributed by the Ohio Revised Code to the Visitors and Convention Bureau and the Decorative Arts Center of Ohio. **Code of Conduct**
- You can find the County Auditor's strategic plan here.
- · You can find a directory here
- You can find our Code of Conduct here.

Strategic Plan



The mission of the Fairfield County Auditor's Office is to perform statutory duties of the County Auditor with excellence, integrity, and innovation while embracing outstanding internal and external customer service to continuously improve county government.

Our Why Statement: With servant leadership values and community collaboration, the County Auditor's Office provides essential financial reporting and data management to improve accountability, trustworthiness, and credibility in all sectors.

**#Serve.Connect.Protect.** 

#### **Understanding Your Property Reappraisal**

We Hear You. Many residents have expressed concern upon receiving recent property reappraisal notices. While increased values reflect a strong housing market—where demand exceeds supply—we understand that this doesn't ease the stress of rising household costs and tax fatigue.

What You Need to Know - Reappraisals Are Required by Ohio Law.

They ensure assessed values reflect current market conditions. They do not raise or set your property tax rate.

There is no dollar-for-dollar increase between property values and tax bills.

Most taxes are based on voter-approved levies. House Bill 920 requires reduction factors so that levies
only collect what they were originally approved to collect—not more based on valuation.

#### We Are Listening.

We're holding special meetings to:

- Share the data and methodology used in the reappraisals.
- Receive more information from property owners about their property and its value.
- Hear from property owners about specific issues, such as damage or changes to their property.

#### We're Committed to Solutions.

We are actively working with:

- Associations
- State legislators
- Community members

...to explore policy reforms that address the long-term impact of the property tax structure in Ohio.

Have questions or concerns about your property valuation?

Contact our office directly 740 652 7030 to talk with an appraiser or schedule an appointment

Learn more at: <a href="https://realestate.co.fairfield.oh.us/">https://realestate.co.fairfield.oh.us/</a>

Thank you for staying informed and engaged. Your voice matters in this process.



#### REGULAR AGENDA #31 - 2025 FAIRFIELD COUNTY COMMISSIONERS' OFFICE AUGUST 05, 2025

#### AGENDA FOR TUESDAY, AUGUST 05, 2025

9:00 AM	Review
	Regular Meeting
	Pledge of Allegiance
	Announcements
	Approval of Minutes for July 29, 2025
	Commissioners
2025-08.05.a	A Resolution Amending Resolutions 2024-12.03.a, 2025-04.22.a, 2025-06.24.a, and 2025-07.29.a, Establishing the Fairfield County Board of Commissioners' 2025 Review Session and Regular Meeting Dates, and Special Meeting Dates [Commissioners]
2025-08.05.b	A Resolution to Approve the Expedited Type II Annexation of 163.434 +/- Acres from Greenfield Township to the City of Lancaster, Pursuant to Ohio Revised Code (R.C.) 709.023, Petitioners Zac Walker, Craig Moncrief, and Jeffrey Vandervoort [Commissioners]
	Fairfield County Engineer
2025-08.05.c	A resolution to request for appropriations for additional unanticipated receipts of memo receipts and memo expenses for fund 3445 Bridge Load Rating Project [Engineer]
2025-08.05.d	A resolution to appropriate from unappropriated in a major expenditure object category County Engineer 2024-Motor Vehicle for construction in progress [Engineer]
2025-08.05.e	A resolution to approve a Change Order for the 2025 Microsurfacing Project. [Engineer]
	Fairfield County Facilities
2025-08.05.f	A resolution for a Change Order #1 to the Contract with Gutknecht Construction and the Fairfield County Commissioners for the Workforce Center [Facilities]

	Fairfield County Job and Family Services
2025-08.05.g	A resolution authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and Champion Life House LLC [JFS]
2025-08.05.h	A Resolution regarding an amendment for a previously approved Network Placement and Related Services Agreement between Unk's Place and Child Protective Services Department. [JFS]
2025-08.05.i	A resolution to approve a memo exp./ memo receipt for the costs of Bus Passes paid to Lancaster-Fairfield Public Transit as a memo expenditure for fund# 2072 Public Children's Services [JFS]
2025-08.05.j	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]
2025-08.05.k	A Resolution to approve FCJFS' share of cost for postage as a Memo Expenditure for Fund# 2018 [JFS]
2025-08.05.1	A resolution to approve a memo exp./ memo receipt for the costs of Transportation paid to Lancaster-Fairfield Public Transit as a memo expenditure for fund# 2018 Public Assistance Fund [JFS]
2025-08.05.m	A resolution to approve a memo exp./ memo receipt for the costs of Transportation paid to Lancaster-Fairfield Public Transit as a memo expenditure for fund# 2599 Workforce Fund [JFS]
2025-08.05.n	A resolution to approve a memo receipt and expenditure for Fairfield County Job & Family Services, Fund 2072 reimbursing Fund 2018 [JFS]
2025-08.05.0	A resolution to approve a memo receipt and expenditure for Fairfield County Job & Family Services, Fund 2758 reimbursing Fund 2018 [JFS]
2025-08.05.p	A resolution to approve a memo receipt and expenditure for Fairfield County Job & Family Services, Sub Fund 8056 reimbursing Fund 2018 [JFS]
2025-08.05.q	A Resolution regarding the disposal of a salvage vehicle for Fairfield County Job and Family Services. [JFS]
	Fairfield County Sheriff
2025-08.05.r	A resolution to approve the purchasing of a gun by a retiring officer [Sheriff]
	South Central Major Crimes Unit
2025-08.05.s	A resolution authorizing the approval of a partial repayment of an advance to the General Fund from MCU 7911 Violent Crimes Reduction Grant. [Sheriff - Major Crimes Unit]

	Fairfield County Utilities Department
2025-08.05.t	A resolution to appropriate from unappropriated in a major expenditure object category for Utilities; 5044, Contractual Services. [Utilities]
2025-08.05.u	A resolution to appropriate from unappropriated in a major expenditure object category for Utilities Water Fund 5046. [Utilities]
2025-08.05.v	A resolution to appropriate from unappropriated in a major expenditure object category for Utilities; 5841, Construction in Progress. [Utilities]
2025-08.05.w	A resolution to appropriate from unappropriated in a major expenditure object category for Utilities fund 5842. [Utilities]
	Payment of Bills
2025-08.05.x	A resolution authorizing the approval of payment of invoices for departments that need Board of Commissioners' approval. [Commissioners]
	The Next Regular Meeting is Scheduled for August 12, 2025, 9:00 a.m.
	Adjourn

#### **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

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**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
2025-07.29.1	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

Regular Meeting #30 - 2025 – July 29, 2025 - 11 -

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. 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 NAYS: None **ABSTENTIONS:** \*Approved on August 5, 2025 Jeff Fix Steve Davis David Levacy Commissioner Commissioner Commissioner Rochelle Menningen, Clerk

A Resolution Amending Resolutions 2024-12.03.a, 2025-04.22.a, 2025-06.24.a, and 2025-07.29.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, 2025-06.24.a, and 2025-06.24.a have amended Board of County Commissioner Meeting dates, times, and locations for 2025, established by resolution 2024-12.03.a; and

**WHEREAS,** the Board of County Commissioners wishes to change the time and location for the established September 16, 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 September 16, 2025, meeting to 7:00 p.m., and the location of the September 16, 2025, meeting to the Rushcreek Township Fire Department, 201 Marietta St., Bremen, 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. 2025-08.05.a

A Resolution Amending Resolutions 2024-12.03.a, 2025-04.22.a, 2025-06.24.a, and 2025-07.29.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 the Expedited Type II Annexation of 163.434 +/- Acres from Greenfield Township to the City of Lancaster, Pursuant to Ohio Revised Code (R.C.) 709.023, Petitioners Zac Walker, Craig Moncrief, and Jeffrey Vandervoort

**WHEREAS,** a petition for the annexation of 163.434 +/- acres, more or less, from Greenfield Township into the City of Lancaster, was filed with the Fairfield County Board of Commissioners on July 10, 2025, under the expedited process outlined in Section 709.023 of the Revised Code; and

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

- **WHEREAS,** (1) The petition for annexation meets all the requirements set forth in, and was filed in the manner provided in, section 709.023 of the Revised Code;
- (2) The individuals who signed the petition are owners of the real estate located in the territory proposed for the annexation and constitute all the owners of real estate in that territory;
- (3) The territory proposed for annexation does not exceed five hundred acres;
- (4) The territory proposed for annexation shares a contiguous boundary with the municipal corporation to which annexation is proposed for a continuous length of at least five percent of the perimeter of the territory proposed for annexation;
- (5) The annexation will not create an unincorporated area of the township that is surrounded by the territory proposed for annexation.
- (6) If a street or highway is divided or segmented by the boundary line between the township and the municipal corporation as to create a road maintenance problem, the municipal corporation which annexation is proposed has agreed as a condition of the annexation to assume the maintenance of that street or highway or to otherwise correct the problem, which is outlined in the attached road maintenance agreement. As used in this paragraph, "street" or "highway" has the same meaning in section 4511.01 of the Revised Code; and

A Resolution to Approve the Expedited Type II Annexation of 163.434 +/- Acres from Greenfield Township to the City of Lancaster, Pursuant to Ohio Revised Code (R.C.) 709.023, Petitioners Zac Walker, Craig Moncrief, and Jeffrey Vandervoort

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

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

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

**Section 2.** Pursuant to R.C. 709.023, the Board of Commissioners hereby grants the petition to annex 163.434 +/- acres, more or less, from Greenfield Township into the City of Lancaster.

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

Prepared by: Rochelle Menningen



411 E. Town Street, Floor 2 Columbus, Ohio 43215

p: (614) 947-8600 f: (614) 228-1790

e : information@planklaw.com

w: planklaw.com

Donald T. Plank, dtp@planklaw.com
David Watkins, dw@planklaw.com
Rebecca J. Mott, rjm@planklaw.com
Craig J. Moncrief, cjm@planklaw.com
Kevin D. Dunn, kdd@planklaw.com
Zac T. Walker, ztw@planklaw.com

July 23, 2025

Fairfield County Commissioners' Office 210 East Main Street Lancaster, Ohio 43130

Via	email	to	

Re: Consent and Acknowledgement of Amendment to Type II Annexation Petition

Dear Commissioners and Staff,

An annexation petition involving 163.609 acres located north of Wilson Road, on the east and west side of US-33, and south of Lithopolis Road, was filed with the Fairfield County Commissioner's Office on July 10, 2025. As part of the petition review, the Fairfield County Engineer's Office requested minor changes reducing the total acreage to 163.434 acres. I, Mark A. Powers, and on behalf of my wife, Beth A. Powers, owners of the property involved in the annexation petition, consent and acknowledge the acreage change from 163.609 to 163.434 acres.

Please contact my agent, Craig Moncrief, esq. through the contact information in the letterhead if there are any questions.

Sincerely,

\*Prepared by Plank Law Firm, LPA

08/05/2025

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Fairfield County Commissioners

# PETITION FOR ANNEXATION TO THE CITY OF LANCASTER, OHIO OF 163.609 ACRES, MORE OR LESS, IN GREENFIELD TOWNSHIP, FAIRFIELD COUNTY, OHIO UTILIZING THE SPECIAL PROCEDURE OF R.C. 709.023 ET SEQ.

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

Now comes the undersigned, petitioner(s) in the premises and being the sole owner of a certain area as hereinafter described, consisting of 163.609 acres, more or less, in Greenfield Township, Fairfield County, Ohio, which is contiguous and adjacent to the City of Lancaster, Ohio, according to the statutes of the State of Ohio. Said area is situated in the Township of Greenfield, County of Fairfield, and State of Ohio; and an accurate legal description of the perimeters is attached hereto and made a part hereof as Exhibit "A" and an accurate map of the territory proposed for annexation is attached hereto and made a part hereof as Exhibit "B."

This petition is for an Expedited II annexation, under Sections 709.021 and 709.023 of the Ohio Revised Code. The undersigned understands the territory will not be excluded from the township. The annexation will not create an unincorporated area of township that is surrounded by the territory proposed for annexation. There is no annexation agreement between the municipality and the township pursuant to R.C. §709.192 applicable to this annexation or an applicable Cooperative Economic Development Agreement (C.E.D.A.) pursuant to R.C. §701.07.

Jeffrey K. Vandervoort, Esq., SITTERLEY, VANDERVOORT & NIXON Ltd., 123 S. Broad Street, Suite 211, Lancaster, Ohio 43130 and Craig Moncrief, Esq., Plank Law Firm, LPA, 411 East Town Street, Floor 2, Columbus, Ohio 43215, are the agents for the undersigned petitioner(s) as required by Section 709.02 of the Ohio Revised Code. Said agents are hereby authorized to make any amendment and/or deletion which is in his absolute and complete discretion necessary or proper under the circumstances then existing, and in particular to make such amendment in order to correct any discrepancy or mistake noted by the County Engineer in his/her examination of the petition and plat. Said amendment shall be made by the presentation of an amended plat and description to the Board of County Commissioners, on, before, or after the date set for hearing on this petition.

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

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

RECEIVED

JUL 1 0 2025

NameAddressLot No. or AcreageDate SignedMark A. Powers8360 Sugar Grove Road SE163.609; +/- acres-/- acres

Mark A. Powers 8360 Sugar Grove Road SE Sugar Grove, Ohio 43155

Mark A. Powers

Beth A. Powers

Beth A. Powers

8360 Sugar Grove Road SE Sugar Grove, Ohio 43155

163,609 +/- acres

. 8 ,20

## ANNEXATION FROM GREENFIELD TOWNSHIP TO THE CITY OF LANCASTER ~ 163,609 ACRES

Situated in the State of Ohio, County of Fairfield, Township of Greenfield, and containing 163.609 acres of land, more or less, and being part of Sections 28, 32 and 33, Township 15 North, Range 19 West, and being all of that 66.199 acre residual tract of land (Parcel # 0140112500) conveyed to Mark A. & Beth A. Powers, of record in Official Record 1813, Page 3249, (all reference used in this description refer to the Records of the Recorder's Office, Fairfield County, Ohio), also being 73.720 acres out of that 73.934 acre residual tract of land (Parcel # 0140112300) conveyed to Mark A. & Beth A. Powers, of record in Official Record 1813, Page 3249, also being all of that 0.47 acre residual tract of land (Parcel # 0140104200) conveyed to Mark A. & Beth A. Powers, of record in Official Record 1813, Page 3249, also being all of that 2.72 acre tract of land (Parcel # 0140101500) conveyed to Mark A. & Beth A. Powers, of record in Official Record 1813, Page 3249, also being all of that 20.500 acre Parcel 24-WL (Parcel # 0140112510) conveyed to State of Ohio, of record in Official Record 1442, Page 391, said 163.609 acre Annexation Parcel being more particularly described as follows:

Beginning, for reference, at the southwesterly corner of said Section 28, also being the northwesterly corner of said Section 33, also being the northeasterly corner of said Section 32, also being the southeasterly corner of Section 29, Township 15 North, Range 19 West;

Thence with the southerly line of said Section 28, also with the northerly line of said Section 33, South 85°56'33" East, a distance of 910.91 feet to the southwesterly corner of that 33.44 acre tract of land conveyed to Kenton F. Ridenour & Kenton D. Ridenour, also being the southwesterly corner of the existing Corporation Line of the City of Lancaster (Ordinance Number 11-05), and being the true point of beginning of the herein described 163.609 acre Annexation to the City of Lancaster;

Thence with said City of Lancaster Corporation Line, also with the southerly line of said 33.44 acre Ridenour tract, South 85°56'33" East, a distance of 1008.35 feet to the northwesterly corner of that 21.000 acre tract of land conveyed to Lancaster Port Authority, of record in Instrument Number 202300001041 and Instrument Number 202300001036, also being a northwesterly corner the existing Corporation Line of the City of Lancaster (Ordinance Number 49-69);

Thence with said City of Lancaster Corporation Line, also with the westerly line of said 21.000 acre Lancaster Port Authority tract, and continuing with the westerly line of that 19.210 acre tract of land conveyed to Lancaster Port Authority, of record in Instrument Number 202500003121, South 4°05'43" West, a distance of 1325.08 feet to the southwesterly corner of said 19.210 Lancaster Port Authority tract, also being the northwesterly corner of that 23.846 acre tract of land conveyed to Lancaster Port Authority, of record in Instrument Number 202500003122, also being the northeasterly corner of that 20.611 acre tract of land conveyed to City of Lancaster, Ohio, of record in Official Record 1797, Page 1546, also being a northeasterly corner of the existing Corporation Line of the City of Lancaster (Ordinance Number 16-20);

Thence with said City of Lancaster Corporation Line, also with northwesterly lines of said 20.611 acre. City of Lancaster tract, the following seven courses:

- 1) South 81°43'12" West, a distance of 86.90 feet to a point;
- 2) South 61°07'47" West, a distance of 517.62 feet to a point;
- 3) South 49°52'10" West, a distance of 129.01 feet to a point;
- 4) South 66°14'26" West, a distance of 180.50 feet to a point;
- 5) South 57°10'33" West, a distance of 287.48 feet to a point;
- 6) South 45°48'00" West, a distance of 309.32 feet to a point;
- 7) South 15°30'17" West, a distance of 337.77 feet to a point on the northerly line of that 1.675 acre Parcel 24-WV1 conveyed to the City of Lancaster, of record in Instrument Number 202300002016;

Thence with northerly lines said 1.675 acre City of Lancaster Parcel 24-WV1, the following two courses:

- 1) North 79°34'45" West, a distance of 118.80 feet to a point;
- 2) North 88°03'24" West, a distance of 174.35 feet to a point in the easterly line of the aforesaid 20.500 acre State of Ohio Parcel 24-WL;

Thence with easterly, southerly and westerly lines of said 20.500 State of Ohio Parcel 24-WL;

- 1) South 6°00'44" West, a distance of 119.48 feet to the southeasterly corner of said 20.500 acre State of Ohio Parcel 24-WL;
- 2) North 86°06'43" West, a distance of 350.24 feet to the southwesterly corner of said 20.500 acre

S:\MARK POWERS 5119 ANNEXATION TO LANCASTER\SURVEY\PDF\5119 ANNEX.DOCX

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Fairfield County Commissioners State of Ohio Parcel 24-WL:

3) North 4°06'54" East, a distance of 108.00 feet to the northeasterly corner of that 1.066 acre Parcel 24-WV conveyed to the State of Ohio, of record in Official Record 1442, Page 391;

Thence with northerly and westerly lines of said 1.066 acre State of Ohio Parcel 24-WV, the following two courses:

1) South 87°16'50" West, a distance of 678.03 feet to a point;

2) South 3°53'11" West, a distance of 13.50 feet to a point in the northerly Right of Way line of Wilson Road (R/W varies);

Thence with the northerly Right of Way line of said Wilson Road, North 86°06'49" West, a distance of 565.64 feet to a point in the easterly line of that 50.3 acre tract of land conveyed to Toni M. Kraner, Tr., and Tracy T. Kraner, Tr., of record in Official Record 1679, Page 1841;

Thence with the easterly line of said 50.3 acre Kraner tract North 4°06'53" East, a distance of 2634.46 feet to a point in the southerly line of that 34.579 acre tract of land conveyed to Lowell F. Miller, of record in Instrument Number 202400017996, also being in the southerly line of said Section 29, also being in the northerly line of said Section 32;

Thence with the northerly line of said Section 32, also with the southerly line of said Section 29, also with the southerly line of said 34.579 acre Miller tract, South 85°56'51" East, a distance of 1238.80 feet to the southwesterly corner of said Section 28, also being the northwesterly corner of said Section 33, also being the northeasterly corner of said Section 29;

Thence with the southerly line of said 34.579 acre Miller tract, continuing with the southerly line of that 12.838 acre Parcel 29-WL conveyed to State of Ohio, of record in Official Record 1252, Page 937, and continuing with the southerly line of that 14.557 acre tract of land conveyed to Lowell F. Miller, of record in Instrument Number 202400017996, North 69°26'30" East, a distance of 562.79 feet to a point;

Thence continuing with the southerly line of said 14.557 acre Miller tract, North 76°48'14" East, a distance of 420.36 feet to the northeasterly corner of said 14.557 Miller tract, also being in the westerly line of the aforesaid 33.44 acre Ridenour tract, also being in the existing Corporation Line of the City of Lancaster (Ordinance Number 11-05);

Thence with said City of Lancaster Corporation Line, also with the westerly line of said 33.44 acre Ridenour tract, South 4°24'17" West, a distance of 359.22 feet to the point of beginning, and containing 163.609 acres of land, more or less.

Subject to all restrictions, easements, and rights of way of previous record or otherwise legally established.

Basis of Bearings: The easterly Right of Way line of U.S. Route 33 was assigned a bearing of North 5°34'01" East as described in Official Record 1442, Page 391, Recorder's Office, Fairfield County, Ohio, and as shown on ODOT Centerline & Right of Way Plan "FAI-33-7.31".

Contiguity Note: Total perimeter of annexation area is 11525 feet, of which 4541 feet are contiguous with the City of Lancaster, resulting in 39% contiguity.

Annexation description prepared by Kevin Beechy, Ohio Professional Surveyor No. 7891, of Sands Decker, and is based upon survey data and record information from the Fairfield County Engineer, Recorder and Auditor, and is not intended for the transfer of real property.

This Annexation includes the following Parcels:

 $0140112500 \sim 66.199 \text{ Acres}$ 

 $0140101500 \sim 2.72 \text{ Acres}$ 

 $0140104200 \sim 0.47$  Acre

 $0140112300 \sim 73.720$  Acres

0630010400 ~ 20.500 Acres

Kevin Beechy
Ohio Professional Surveyor No. 7891

RECHY S-7891

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JUL 1 U 2025

Fairfield Commission

S:\MARK POWERS 5119 ANNEXATION TO LANCASTER\SURVEY\PDF\5119 ANNEX\DOCX

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#### PROPOSED ANNEXATION OF ±163.609 ACRES FROM GREENFIELD TOWNSHIP TO THE CITY OF LANCASTER SITUATED IN AND BEING PART OF

SECTIONS 28, 32 AND 33, TOWNSHIP 15 NORTH, RANGE 19 WEST GREENFIELD TOWNSHIP, FAIRFIELD COUNTY, OHIO

#### <u>NOTES</u>

Basis of Bearings: The easterly Right of Way line of U.S. Route 33 was assigned a bearing of North 5'34'01" East as described in Official Record 1442, Page 391, Recorder's Office, Fairfield County, Ohio, and as shown on ODOT Centerline & Right of Way Plan "FAI—33—7.31.

All linear dimensions shown are in feet or decimal parts thereof.

Surveys used: 1483, 2110, 2506, 2889, 3122, 3352, 7617, 15908, 16169, 19744, 20099, 20563, 20782.

Contiguity Note: Total perimeter of annexation area is 11525 feet, of which 4541 feet are contiguous with the City of Lancaster, resulting in 39% contiguity.

Annexation Exhibit prepared from survey data, and record information from the Fairfield County Engineer, Recorder and Auditor, and is not intended for the transfer of real property.







422 North Broad Street

Lancaster, Ohio 43130 740-385-2140

1495 Old Henderson Road Columbus, Ohio 43220 614-459-6992

> 507 Main Street Zanesville, Ohio 43701 740-450-1640



TO THE CITY OF LANCASTER, OHIO

FROM

GREENFIELD TWP. FAIRFIELD COUNTY ~ 163.609 ACRES

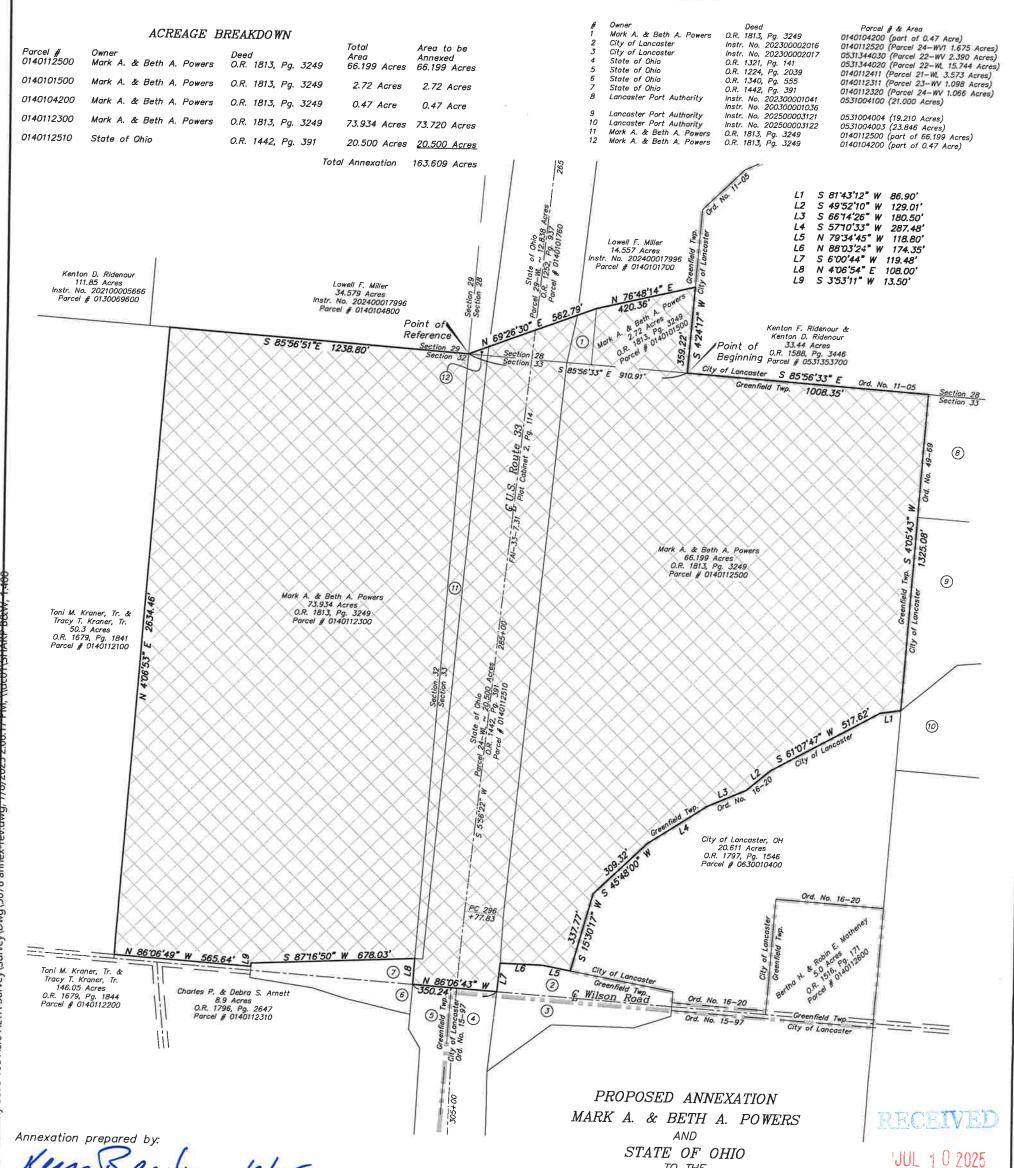
Fairfield County

Commissioners

078

Existing Lancaster Corp. Line Proposed Lancaster Corp. Line

Area to be Annexed ( $\pm 163.609$  Acres)



Ohio Professional Surveyor No. 7891

Kevin Beechy

Parcel ID	Owner Name	Owner Address	Parcel Address	Tax Mailing Address
0140101500,	Mark & Beth Powers	8360 Sugar Grove Rd., SE, Sugar Grove, OH 43155	0 Wilson Rd., NW, Lancaster, OH 43130	8360 Sugar Grove Rd., SE, Sugar Grove, OH 43155
0140104200,				
0140112300				
0140112500	Mark & Beth Powers	8360 Sugar Grove Rd., SE, Sugar Grove, OH 43155	3790 Wilson Rd., NW, Lancaster, OH 43130	8360 Sugar Grove Rd., SE, Sugar Grove, OH 43155
0140112510	State of Ohio	1980 W. Broad St., 3rd Fl, Columbus, OH 43223	0 Wilson Rd., NW, Lancaster, OH 43130	1980 W. Broad St., 3rd Fl, Columbus, OH 43223
0531344020,	State of Ohio	1980 W. Broad St., 3rd Fl, Columbus, OH 43223	0 Wilson Rd.NW, Lancaster, OH 43130	c/o ODOT SE Region Real Estate, 1980 W. Broad St., 3rd
0140112411				Fl, Columbus, OH 43223
0140101760	State of Ohio	1980 W. Broad St., 3rd Fl, Columbus, OH 43223	0 Lithopolis Rd., NW, Lancaster, OH 43130	c/o ODOT SE Region Real Estate, 1980 W. Broad St., 3rd
				Fl, Columbus, OH 43223
0140112520,	City of Lancaster	104 E. Main St., Lancaster, OH 43130	0 Wilson Rd., NW, Lancaster, OH 43130	104 E. Main St., Lancaster, OH 43130
0531344030,				
0630010400				
0531004003,	Lancaster Port Authority	104 E. Main St., Lancaster, OH 43130	S. Mill Park Dr., Lancaster, OH 43130	104 E. Main St., Lancaster, OH 43130
0531004004				
0531004300	Lancaster Port Authority	104 E. Main St., Lancaster, OH 43130	1443 Camp Ground Rd., Lancaster, OH 43130	104 E. Main St., Lancaster, OH 43130
0531353700	Kenton F. & Kenton D.	5255 Carroll-Eastern Rd., NW, Carroll, OH 43112	0 Lithopolis Rd., NW, Lancaster, OH 43130	4645 Carroll-Eastern Rd., Carroll, OH 43112
	Ridenour			,,
0130069600	Kenton D. Ridenour	5255 Carroll-Eastern Rd., NW, Carroll, OH 43112	4395 Lithopolis Rd., NW, Lancaster, OH 43130	5255 Carroll-Eastern Rd., NW, Carroll, OH 43112
	Lowell F. Miller	4050 Sand Hill Rd., SW, Amanda, OH 43102	0 Lithopolis Rd., NW, Lancaster, OH 43130	4050 Sand Hill Rd., SW, Amanda, OH 43102
0140104800				
0140112100	Toni M. Kraner Trustee	4280 Wilson Rd., NW, Lancaster, OH 43130	4280 Wilson Rd., NW, Lancaster, OH 43130	4280 Wilson Rd., NW, Lancaster, OH 43130
0140112200	Tracy T. Kraner Trustee	4280 Wilson Rd., NW, Lancaster, OH 43130	280 Whiley Rd., NW, Lancaster, OH 43130	4280 Wilson Rd., NW, Lancaster, OH 43130
0140112310	Charles P. & Debra S.	4085 Wilson Rd., NW, Lancaster, OH 43130	4085 Wilson Rd., NW, Lancaster, OH 43130	4085 Wilson Rd., NW, Lancaster, OH 43130
	Arnett			, , , , , , , , , , , , , , , , , , , ,
0140112311,	Board of Fairfield County	210 E. Main St., Lancaster, OH 43130	0 Wilson Rd., NW, Lancaster, OH 43130	210 E. Main St., Lancaster, OH 43130
0140112320	Commissioners			

Fairfield County
Commissioners



411 E. Town Street, Floor 2 Columbus, Ohio 43215

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Craig J. Moncrief, cjm@planklaw.com
Kevin D. Dunn, kdd@planklaw.com
Zac T. Walker, ztw@planklaw.com

July 16, 2025

Fairfield County Commissioners' Office 210 East Main Street Lancaster, Ohio 43130

Re: Updated Legal Description and Plat for Power's Annexation

Dear Commissioners and Staff,

Please accept this updated legal description and annexation plat for the Mark Power's annexation that was filed 7/10/2025. These updated documents are based on review by Fairfield County of the prior legal description and annexation plat. Under ORC 709.031(B), the petition may be amended as long as it does not add to the territory, and this update removes a section of Right of Way that was not previously recorded.

Please reach out if there are any additional questions.

Thank you.

Sincerely,

Zac Walker, esq.

Enclosure

## ANNEXATION FROM GREENFIELD TOWNSHIP TO THE CITY OF LANCASTER ~ 163.434 ACRES

Situated in the State of Ohio, County of Fairfield, Township of Greenfield, and containing 163.434 acres of land, more or less, and being part of Sections 28, 32 and 33, Township 15 North, Range 19 West, and being all of that 66.199 acre residual tract of land (Parcel # 0140112500) conveyed to Mark A. & Beth A. Powers, of record in Official Record 1813, Page 3249, (all reference used in this description refer to the Records of the Recorder's Office, Fairfield County, Ohio), also being 73.545 acres out of that 73.934 acre residual tract of land (Parcel # 0140112300) conveyed to Mark A. & Beth A. Powers, of record in Official Record 1813, Page 3249, also being all of that 0.47 acre residual tract of land (Parcel # 0140104200) conveyed to Mark A. & Beth A. Powers, of record in Official Record 1813, Page 3249, also being all of that 2.72 acre tract of land (Parcel # 0140101500) conveyed to Mark A. & Beth A. Powers, of record in Official Record 1813, Page 3249, also being all of that 20.500 acre Parcel 24-WL (Parcel # 0140112510) conveyed to State of Ohio, of record in Official Record 1442, Page 391, said 163.434 acre Annexation to the City of Lancaster being more particularly described as follows:

Beginning, for reference, at the southwesterly corner of said Section 28, also being the northwesterly corner of said Section 33, also being the northeasterly corner of said Section 32, also being the southeasterly corner of Section 29, Township 15 North, Range 19 West;

Thence with the southerly line of said Section 28, also with the northerly line of said Section 33, South 85°56'33" East, a distance of 910.91 feet to the southwesterly corner of that 33.44 acre tract of land conveyed to Kenton F. Ridenour & Kenton D. Ridenour, also being the southwesterly corner of the existing Corporation Line of the City of Lancaster (Ordinance Number 11-05), and being the true point of beginning of the herein described 163.434 acre Annexation to the City of Lancaster;

Thence with said City of Lancaster Corporation Line, also with the southerly line of said 33.44 acre Ridenour tract, South 85°56'33" East, a distance of 1008.35 feet to the northwesterly corner of that 21.000 acre tract of land conveyed to Lancaster Port Authority, of record in Instrument Number 202300001041 and Instrument Number 202300001036, also being a northwesterly corner the existing Corporation Line of the City of Lancaster (Ordinance Number 49-69);

Thence with said City of Lancaster Corporation Line, also with the westerly line of said 21.000 acre Lancaster Port Authority tract, and continuing with the westerly line of that 19.210 acre tract of land conveyed to Lancaster Port Authority, of record in Instrument Number 202500003121, South 4°05'43" West, a distance of 1325.08 feet to the southwesterly corner of said 19.210 Lancaster Port Authority tract, also being the northwesterly corner of that 23.846 acre tract of land conveyed to Lancaster Port Authority, of record in Instrument Number 202500003122, also being the northeasterly corner of that 20.611 acre tract of land conveyed to City of Lancaster, Ohio, of record in Official Record 1797, Page 1546, also being a northeasterly corner of the existing Corporation Line of the City of Lancaster (Ordinance Number 16-20);

Thence with said City of Lancaster Corporation Line, also with northwesterly lines of said 20.611 acre City of Lancaster tract, the following seven courses:

- 1) South 81°43'12" West, a distance of 86.90 feet to a point;
- 2) South 61°07'47" West, a distance of 517.62 feet to a point;
- 3) South 49°52'10" West, a distance of 129.01 feet to a point;
- 4) South 66°14'26" West, a distance of 180.50 feet to a point;
- 5) South 57°10'33" West, a distance of 287.48 feet to a point;
- 6) South 45°48'00" West, a distance of 309.32 feet to a point;
- 7) South 15°30'17" West, a distance of 337.77 feet to a point on the northerly line of that 1.675 acre Parcel 24-WV1 conveyed to the City of Lancaster, of record in Instrument Number 202300002016;

Thence with northerly lines said 1.675 acre City of Lancaster Parcel 24-WV1, the following two courses:

- 1) North 79°34'45" West, a distance of 118.80 feet to a point;
- 2) North 88°03'24" West, a distance of 174.35 feet to a point in the easterly line of the aforesaid 20.500 acre State of Ohio Parcel 24-WL;

Thence with easterly, southerly and westerly lines of said 20.500 State of Ohio Parcel 24-WL;

- 1) South 6°00'44" West, a distance of 119.48 feet to the southeasterly corner of said 20.500 acre State of Ohio Parcel 24-WL;
- 2) North 86°06'43" West, a distance of 350.24 feet to the southwesterly corner of said 20.500 acre

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State of Ohio Parcel 24-WL;

3) North 4°06'54" East, a distance of 108.00 feet to the northeasterly corner of that 1.066 acre Parcel 24-WV conveyed to the State of Ohio, of record in Official Record 1442, Page 391;

Thence with the northerly line of said 1.066 acre State of Ohio Parcel 24-WV, South 87°16'50" West, a distance of 678.03 feet to a point;

Thence with the northerly Right of Way line (per Case No. 2020 CV 324) of Wilson Road, North 86°06'49" West, a distance of 565.58 feet to a point in the easterly line of that 50.3 acre tract of land conveyed to Toni M. Kraner, Tr., and Tracy T. Kraner, Tr., of record in Official Record 1679, Page 1841;

Thence with the easterly line of said 50.3 acre Kraner tract North 4°06'53" East, a distance of 2620.96 feet to a point in the southerly line of that 34.579 acre tract of land conveyed to Lowell F. Miller, of record in Instrument Number 202400017996, also being in the southerly line of said Section 29, also being in the northerly line of said Section 32;

Thence with the northerly line of said Section 32, also with the southerly line of said Section 29, also with the southerly line of said 34.579 acre Miller tract, South 85°56'51" East, a distance of 1238.80 feet to the southwesterly corner of said Section 28, also being the northwesterly corner of said Section 33, also being the northeasterly corner of said Section 32, also being the southeasterly corner of said Section 29;

Thence with the southerly line of said 34.579 acre Miller tract, continuing with the southerly line of that 12.838 acre Parcel 29-WL conveyed to State of Ohio, of record in Official Record 1252, Page 937, and continuing with the southerly line of that 14.557 acre tract of land conveyed to Lowell F. Miller, of record in Instrument Number 202400017996, North 69°26'30" East, a distance of 562.79 feet to a point;

Thence continuing with the southerly line of said 14.557 acre Miller tract, North 76°48'14" East, a distance of 420.36 feet to the northeasterly corner of said 14.557 Miller tract, also being in the westerly line of the aforesaid 33.44 acre Ridenour tract, also being in the existing Corporation Line of the City of Lancaster (Ordinance Number 11-05);

Thence with said City of Lancaster Corporation Line, also with the westerly line of said 33.44 acre Ridenour tract, South 4°24'17" West, a distance of 359.22 feet to the point of beginning, and containing 163.434 acres of land, more or less.

Subject to all restrictions, easements, and rights of way of previous record or otherwise legally established.

Basis of Bearings: The easterly Right of Way line of U.S. Route 33 was assigned a bearing of North 5°34'01" East as described in Official Record 1442, Page 391, Recorder's Office, Fairfield County, Ohio, and as shown on ODOT Centerline & Right of Way Plan "FAI-33-7.31".

Contiguity Note: Total perimeter of annexation area is 11498 feet, of which 4541 feet are contiguous with the City of Lancaster, resulting in 39% contiguity.

Annexation description prepared by Kevin Beechy, Ohio Professional Surveyor No. 7891, of Sands Decker, and is based upon survey data and record information from the Fairfield County Engineer, Recorder and Auditor, and is not intended for the transfer of real property.

This Annexation includes the following Parcels:

0140112500 ~ 66.199 Acres

0140101500 ~ 2.72 Acres

 $0140104200 \sim 0.47$  Acre

0140112300 ~ 73.545 Acres

0140112510 ~ 20.500 Acres

Total 163.434 Acres

Kevin Beechy

Ohio Professional Surveyor No. 7891

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## PROPOSED ANNEXATION OF ±163.434 ACRES FROM GREENFIELD TOWNSHIP TO THE CITY OF LANCASTER SITUATED IN AND BEING PART OF SECTIONS 28, 32 AND 33, TOWNSHIP 15 NORTH, RANGE 19 WEST

GREENFIELD TOWNSHIP, FAIRFIELD COUNTY, OHIO



Basis of Bearings: The easterly Right of Way line of U.S. Route 33 was assigned a bearing of North 5'34'01" East as described in Official Record 1442, Page 391, Recorder's Office, Fairfield County, Ohio, and as shown on ODOT Centerline & Right of Way Plan "FAI-33-7.31.

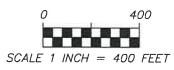
All linear dimensions shown are in feet or decimal parts thereof.

Surveys used: 1483, 2110, 2506, 2889, 3122, 3352, 7617, 15908, 16169, 19744, 20099, 20563, 20782.

Contiguity Note: Total perimeter of annexation area is 11498 feet, of which 4541 feet are contiguous with the City of Lancaster, resulting in 39% contiguity.

Annexation Exhibit prepared from survey data, and record information from the Fairfield County Engineer, Recorder and Auditor, and is not intended for the transfer of real property.





422 North Broad Street Lancaster, Ohio 43130 740-385-2140

1495 Old Henderson Road Columbus, Ohio 43220 614-459-6992

> 507 Main Street Zanesville, Ohio 43701 740-450-1640



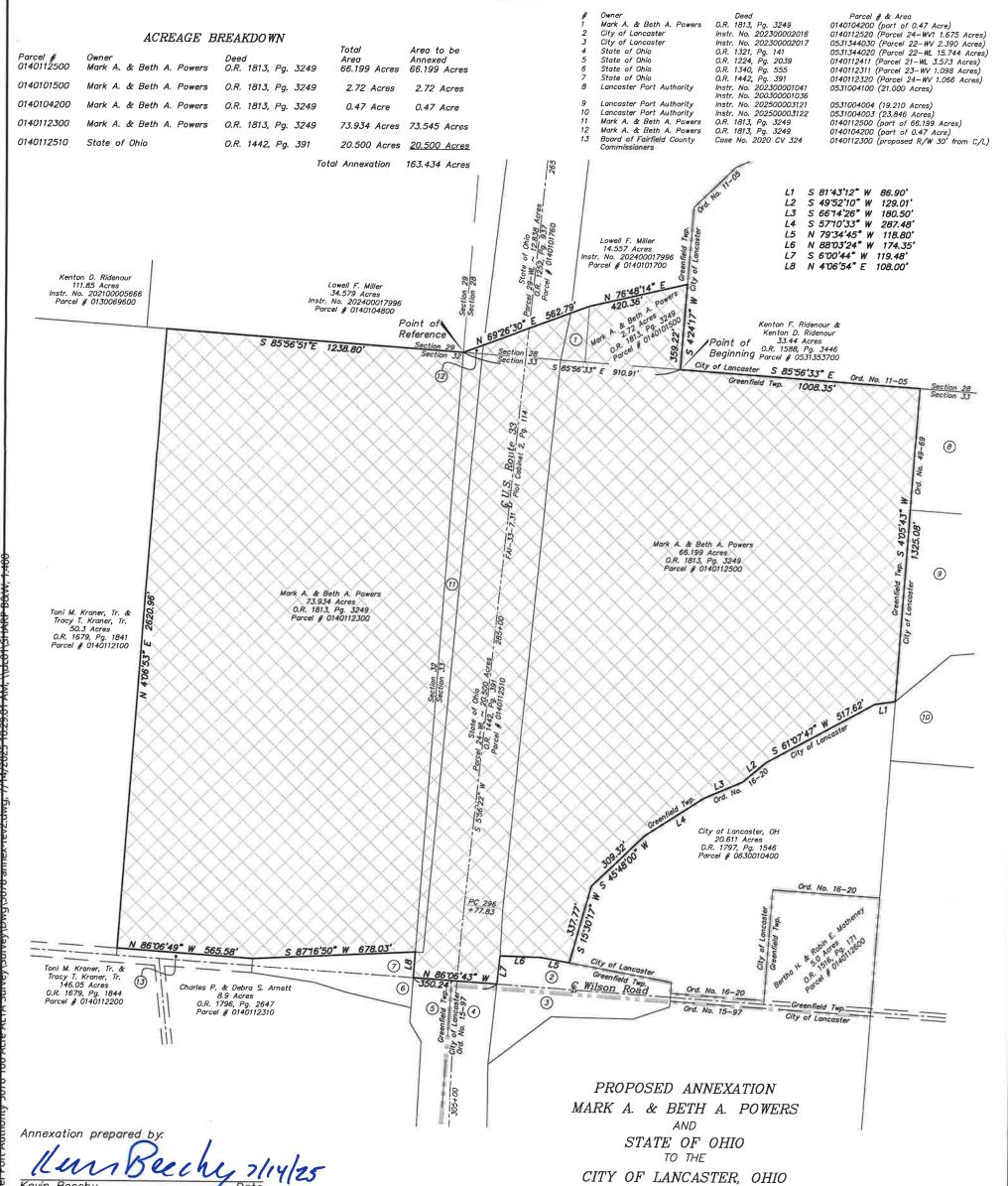
FROM

GREENFIELD TWP. FAIRFIELD COUNTY ~ 163.434 ACRES

083

Existing Lancaster Corp. Line Proposed Lancaster Corp. Line

Area to be Annexed (±163.434 Acres)



Kevin Beechy

Ohio Professional Surveyor No. 7891

### PERMANENT RESOLUTION NO. 62-25

A RESOLUTION STATING THE SERVICES TO BE PROVIDED BY THE MUNICIPAL CORPORATION TO ANNEXED TERRITORY OF MARK A. & BETH A. POWERS FOR THE EXPEDITED TYPE 2 ANNEXATION OF PARCEL NUMBERS 0140112500, 0140112300, 0140104200, 0140101500, and 0140112510, CONSISTING OF 163.609 +/-ACRES IN GREENFIELD TOWNSHIP, AND TO DECLARE AN EMERGENCY

WHEREAS, Mark A. & Beth A. Powers ("Petitioners"), by and through legal counsel at Sitterley, Vandervoort & Nixon Ltd. and Plank Law Firm, LPA, have filed a Petition for Expedited Type 2 Annexation for parcel numbers 0140112500, 0140112300, 0140104200, 0140101500, and 0140112510, including 163.609 +/- acres currently in Greenfield Township, with the Fairfield County Board of County Commissioners ("BCC") and served the City with said Petition on July 10, 2025; and

WHEREAS, pursuant to the Ohio Revised Code, the City has twenty (20) days after the Petition is filed with the BCC to adopt a statement of services indicating what utilities and other services will be provided to the territory to be annexed; and

WHEREAS, Petitioners, by and through their agents, and the City have negotiated a Pre-Annexation Agreement pursuant to Permanent Resolution 54-25 that sets forth the terms and conditions necessary for the City to provide services to the newly annexed territory; now, therefore,

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF LANCASTER, STATE OF OHIO:

SECTION 1. That the City hereby intends to provide the following services to the Petitioners' property in Greenfield Township as described in attached Exhibit A for the 163.609 +/-acres, for which a Petition for an Expedited Type 2 Annexation is pending before the BCC upon annexation: Water, Sanitary Sewer, Gas, Stormwater, Sanitation, Police, and Fire/EMS; conditioned, however, upon the annexation being successfully completed and all specific terms and conditions of the Pre-Annexation Agreement being satisfied.

SECTION 2. That the City and County Engineer already have a Road Maintenance Agreement for Wilson Road; if any additional road maintenance issues are created by or caused by said proposed annexation, the City Engineer and Department of Transportation shall address those as agreed upon with the County Engineer.

SECTION 3. That the Petitioners shall ensure that future development within the area proposed for annexation will not result in the City utility main line capacities being exceeded.

SECTION 4. That this resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, and welfare of the City and for the further reason that this resolution must be enacted to meet the annexation timeline imposed by the Ohio Revised Code for an Expedited Type 2 Annexation; wherefore, this resolution shall take effect and be in force immediately upon its adoption and approval by the Mayor.

Passed: 7-/4-75 after 1 reading. Vote: Yeas 9 Nays 0
Date Approved: 10/y 14, 2025
Clerk: President of Council  Fresident of Council  On A Manie
Offered by: Mayor
Second by: Michael Wing
Requested by Economic Development Committee



## ANNEXATION FROM GREENFIELD TOWNSHIP TO THE CITY OF LANCASTER ~ 163.609 ACRES

Situated in the State of Ohio, County of Fairfield, Township of Greenfield, and containing 163.609 acres of land, more or less, and being part of Sections 28, 32 and 33, Township 15 North, Range 19 West, and being all of that 66.199 acre residual tract of land (Parcel # 0140112500) conveyed to Mark A. & Beth A. Powers, of record in Official Record 1813, Page 3249, (all reference used in this description refer to the Records of the Recorder's Office, Fairfield County, Ohio), also being 73.720 acres out of that 73.934 acre residual tract of land (Parcel # 0140112300) conveyed to Mark A. & Beth A. Powers, of record in Official Record 1813, Page 3249, also being all of that 0.47 acre residual tract of land (Parcel # 0140104200) conveyed to Mark A. & Beth A. Powers, of record in Official Record 1813, Page 3249, also being all of that 2.72 acre tract of land (Parcel # 0140101500) conveyed to Mark A. & Beth A. Powers, of record in Official Record 1813, Page 3249, also being all of that 20.500 acre Parcel 24-WL (Parcel # 0140112510) conveyed to State of Ohio, of record in Official Record 1442, Page 391, said 163.609 acre Annexation Parcel being more particularly described as follows:

Beginning, for reference, at the southwesterly corner of said Section 28, also being the northwesterly corner of said Section 33, also being the northeasterly corner of said Section 32, also being the southeasterly corner of Section 29, Township 15 North, Range 19 West;

Thence with the southerly line of said Section 28, also with the northerly line of said Section 33, South 85°56'33" East, a distance of 910.91 feet to the southwesterly corner of that 33.44 acre tract of land conveyed to Kenton F. Ridenour & Kenton D. Ridenour, also being the southwesterly corner of the existing Corporation Line of the City of Lancaster (Ordinance Number 11-05), and being the true point of beginning of the herein described 163.609 acre Annexation to the City of Lancaster;

Thence with said City of Lancaster Corporation Line, also with the southerly line of said 33.44 acre Ridenour tract, South 85°56'33" East, a distance of 1008.35 feet to the northwesterly corner of that 21.000 acre tract of land conveyed to Lancaster Port Authority, of record in Instrument Number 202300001041 and Instrument Number 202300001036, also being a northwesterly corner the existing Corporation Line of the City of Lancaster (Ordinance Number 49-69);

Thence with said City of Lancaster Corporation Line, also with the westerly line of said 21.000 acre Lancaster Port Authority tract, and continuing with the westerly line of that 19.210 acre tract of land conveyed to Lancaster Port Authority, of record in Instrument Number 202500003121, South 4°05'43" West, a distance of 1325.08 feet to the southwesterly corner of said 19.210 Lancaster Port Authority tract, also being the northwesterly corner of that 23.846 acre tract of land conveyed to Lancaster Port Authority, of record in Instrument Number 202500003122, also being the northeasterly corner of that 20.611 acre tract of land conveyed to City of Lancaster, Ohio, of record in Official Record 1797, Page 1546, also being a northeasterly corner of the existing Corporation Line of the City of Lancaster (Ordinance Number 16-20):

Thence with said City of Lancaster Corporation Line, also with northwesterly lines of said 20.611 acre.

City of Lancaster tract, the following seven courses:

- 1) South 81°43'12" West, a distance of 86.90 feet to a point;
- 2) South 61°07'47" West, a distance of 517.62 feet to a point;
- 3) South 49°52'10" West, a distance of 129.01 feet to a point;
- 4) South 66°14'26" West, a distance of 180.50 feet to a point;
- 5) South 57°10'33" West, a distance of 287.48 feet to a point;
- 6) South 45°48'00" West, a distance of 309.32 feet to a point;
- 7) South 15°30'17" West, a distance of 337.77 feet to a point on the northerly line of that 1.675 acre Parcel 24-WV1 conveyed to the City of Lancaster, of record in Instrument Number 202300002016;

Thence with northerly lines said 1.675 acre City of Lancaster Parcel 24-WV1, the following two courses:

- 1) North 79°34'45" West, a distance of 118.80 feet to a point;
- 2) North 88°03'24" West, a distance of 174.35 feet to a point in the easterly line of the aforesaid 20.500 acre State of Ohio Parcel 24-WL;

Thence with easterly, southerly and westerly lines of said 20.500 State of Ohio Parcel 24-WL;

- 1) South 6°00'44" West, a distance of 119.48 feet to the southeasterly corner of said 20.500 acre State of Ohio Parcel 24-WL;
- 2) North 86°06'43" West, a distance of 350.24 feet to the southwesterly corner of said 20.500 acre

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Fairfield County Commissioners State of Ohio Parcel 24-WL;

3) North 4°06'54" East, a distance of 108.00 feet to the northeasterly corner of that 1.066 acre Parcel 24-WV conveyed to the State of Ohio, of record in Official Record 1442, Page 391;

Thence with northerly and westerly lines of said 1.066 acre State of Ohio Parcel 24-WV, the following two courses:

1) South 87°16'50" West, a distance of 678.03 feet to a point;

2) South 3°53'11" West, a distance of 13.50 feet to a point in the northerly Right of Way line of Wilson Road (R/W varies);

Thence with the northerly Right of Way line of said Wilson Road, North 86°06'49" West, a distance of 565.64 feet to a point in the easterly line of that 50.3 acre tract of land conveyed to Toni M. Kraner, Tr., and Tracy T. Kraner, Tr., of record in Official Record 1679, Page 1841;

Thence with the easterly line of said 50.3 acre Kraner tract North 4°06'53" East, a distance of 2634.46 feet to a point in the southerly line of that 34.579 acre tract of land conveyed to Lowell F. Miller, of record in Instrument Number 202400017996, also being in the southerly line of said Section 29, also being in the northerly line of said Section 32;

Thence with the northerly line of said Section 32, also with the southerly line of said Section 29, also with the southerly line of said 34.579 acre Miller tract, South 85°56'51" East, a distance of 1238.80 feet to the southwesterly corner of said Section 28, also being the northwesterly corner of said Section 33, also being the northeasterly corner of said Section 32, also being the southeasterly corner of said Section 29;

Thence with the southerly line of said 34.579 acre Miller tract, continuing with the southerly line of that 12.838 acre Parcel 29-WL conveyed to State of Ohio, of record in Official Record 1252, Page 937, and continuing with the southerly line of that 14.557 acre tract of land conveyed to Lowell F. Miller, of record in Instrument Number 202400017996, North 69°26'30" East, a distance of 562.79 feet to a point;

Thence continuing with the southerly line of said 14.557 acre Miller tract, North 76°48'14" East, a distance of 420.36 feet to the northeasterly corner of said 14.557 Miller tract, also being in the westerly line of the aforesaid 33.44 acre Ridenour tract, also being in the existing Corporation Line of the City of Lancaster (Ordinance Number 11-05);

Thence with said City of Lancaster Corporation Line, also with the westerly line of said 33.44 acre Ridenour tract, South 4°24'17" West, a distance of 359.22 feet to the point of beginning, and containing 163.609 acres of land, more or less.

Subject to all restrictions, easements, and rights of way of previous record or otherwise legally established.

Basis of Bearings: The easterly Right of Way line of U.S. Route 33 was assigned a bearing of North 5°34'01" East as described in Official Record 1442, Page 391, Recorder's Office, Fairfield County, Ohio, and as shown on ODOT Centerline & Right of Way Plan "FAI-33-7.31".

Contiguity Note: Total perimeter of annexation area is 11525 feet, of which 4541 feet are contiguous with the City of Lancaster, resulting in 39% contiguity.

Annexation description prepared by Kevin Beechy, Ohio Professional Surveyor No. 7891, of Sands Decker, and is based upon survey data and record information from the Fairfield County Engineer, Recorder and Auditor, and is not intended for the transfer of real property.

This Annexation includes the following Parcels:

0140112500 ~ 66.199 Acres

0140101500 ~ 2.72 Acres

 $0140104200 \sim 0.47$  Acre

0140112300 ~ 73.720 Acres

0630010400 ~ 20.500 Acres

Kevin Beechy
Ohio Professional Surveyor No. 7891

BEECHY S-7391

KEVIN

RECHIVE

JUL 1 U 2025

Fairfield Com

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08/05/2025

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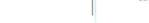
## PROPOSED ANNEXATION OF $\pm 163.609$ ACRES FROM GREENFIELD TOWNSHIP TO THE CITY OF LANCASTER SITUATED IN AND BEING PART OF SECTIONS 28, 32 AND 33, TOWNSHIP 15 NORTH, RANGE 19 WEST GREENFIELD TOWNSHIP, FAIRFIELD COUNTY, OHIO



Lancaster, Ohio 43130 740-385-2140

1495 Old Henderson Road Columbus, Ohio 43220 614-459-6992

507 Main Street Zanesville, Ohio 43701 740-450-1640



SCALE 1 INCH = 400 FEET

Contiguity Note: Total perimeter of annexation area is 11525 feet, of which 4541 feet are contiguous with the City of Lancaster, resulting in 39% contiguity.

Basis of Bearings: The easterly Right of Way line of U.S. Route 33 was assigned a bearing of North 5'34'01" East as described in Official Record 1442, Page 391, Recorder's Office, Fairfield County, Ohio, and as shown on ODOT Centerline & Right of Way Plan "FAI-33-7.31.

All linear dimensions shown are in feet or decimal parts thereof. Surveys used: 1483, 2110, 2506, 2889, 3122, 3352, 7617, 15908, 16169, 19744, 20099, 20563, 20782.

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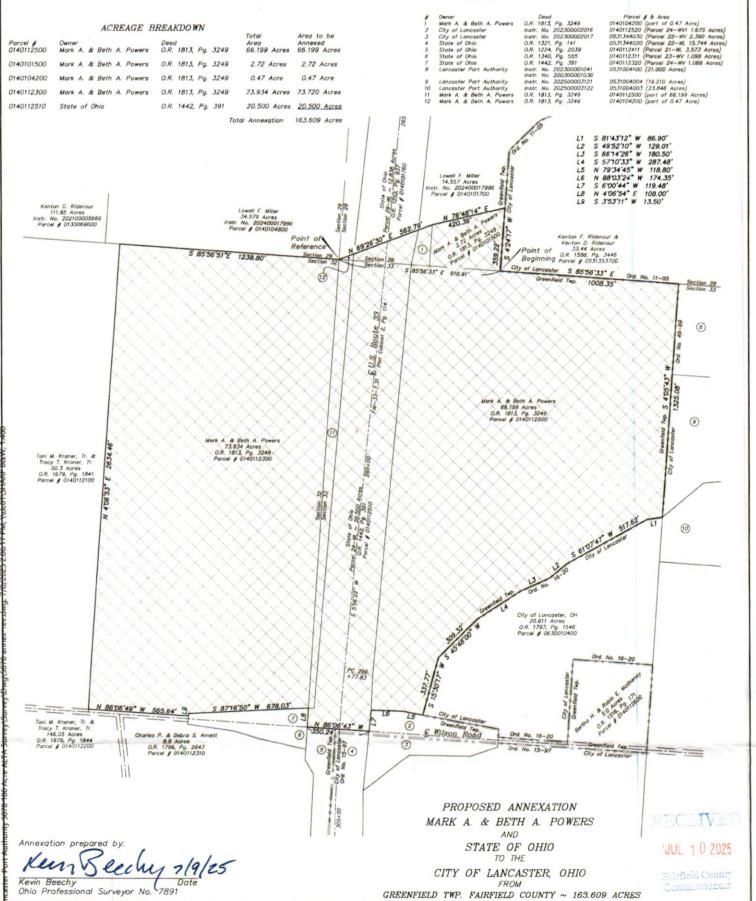
Annexation Exhibit prepared from survey data, and record information from the Fairfield County Engineer, Recorder and Auditor, and is not intended for the transfer of real property.



Existing Lancaster Corp. Line Proposed Lancaster Corp. Line

400

Area to be Annexed (±163.609 Acres)



## PERMANENT ORDINANCE NO. 30-25

AN ORDINANCE TO ACCEPT A PETITION FOR THE EXPEDITED TYPE 2 ANNEXATION OF 163.609 +/- ACRES IN GREENFIELD TOWNSHIP, TO CONSENT TO ANNEXATION, TO PROVIDE A BUFFER FOR INCOMPATIBLE LAND USE PURSUANT TO OHIO REVISED CODE 709.023(C), AND TO DECLARE AN EMERGENCY

WHEREAS, pursuant to Ohio Revised Code ("ORC") Sections 709.021 and 709.023, on July 10, 2025, the City of Lancaster was served with Petitioner's Expedited Type 2 Petition for Annexation of 163.609 +/- acres from Greenfield Township to the City of Lancaster; and

WHEREAS, Petitioner and the City have negotiated a Pre-Annexation Agreement pursuant to Permanent Resolution 54-25 which authorizes the City to receive and approve zoning and other development plans, subject to final acceptance of the annexation; and

WHEREAS, the City wishes to accept the Petition for Annexation and consent to the annexation pursuant to ORC Section 709.023(D); and

WHEREAS, ORC 709.023(C) requires that the City adopt an ordinance that states "if the territory is annexed and becomes subject to zoning by the municipal corporation and that municipal zoning permits uses in the annexed territory that the municipal corporation determines are clearly incompatible with the uses permitted under current county or township zoning regulations in the adjacent land remaining within the township from which the territory was annexed, the legislative authority of the municipal corporation will require, in the zoning ordinance permitting the incompatible uses, the owner of the annexed territory to provide a buffer separating the use of the annexed territory and the adjacent land remaining within the township"; and

WHEREAS, the City has yet to pass an ordinance to establish the zoning for newly annexed territory; now, therefore,

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF LANCASTER, STATE OF OHIO:

SECTION 1. That the City of Lancaster hereby accepts the Petition for Expedited Type 2 Annexation of 163.609 +/- acres herein described in Exhibit 1, and consents to the annexation thereof.

SECTION 2. That the City Law Director is hereby authorized to proceed with annexation proceedings on behalf of the City for the 163.609 +/- acres described in Exhibit 1, as an Expedited Type 2 annexation pursuant to ORC Sections 709.021 and 709.023.

SECTION 3. That if the 163.609 +/- acre territory is annexed and becomes subject to zoning by the City of Lancaster and the City's zoning permits uses in the annexed territory that the City determines are clearly incompatible with the uses permitted under current township zoning regulations in the adjacent land remaining within the township from which the territory was annexed, the legislative authority of the City will require, in the zoning

ordinance permitting the incompatible uses, the owner of the annexed territory to provide a buffer separating the use of the annexed territory and the adjacent land remaining within the township.

SECTION 4. This ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, and welfare of the Municipality and its inhabitants and for the further reason that this ordinance is necessary to further economic development within the City; wherefore, this ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

Passed: July 14, 2025 after 1 reading. Vote: Yeas 9

President of Council

Second by:

Mayor

Requested by Economic Development Committee



## ANNEXATION FROM GREENFIELD TOWNSHIP TO THE CITY OF LANCASTER ~ 163.609 ACRES

Situated in the State of Ohio, County of Fairfield, Township of Greenfield, and containing 163.609 acres of land, more or less, and being part of Sections 28, 32 and 33, Township 15 North, Range 19 West, and being all of that 66.199 acre residual tract of land (Parcel # 0140112500) conveyed to Mark A. & Beth A. Powers, of record in Official Record 1813, Page 3249, (all reference used in this description refer to the Records of the Recorder's Office, Fairfield County, Ohio), also being 73.720 acres out of that 73.934 acre residual tract of land (Parcel # 0140112300) conveyed to Mark A. & Beth A. Powers, of record in Official Record 1813, Page 3249, also being all of that 0.47 acre residual tract of land (Parcel # 0140104200) conveyed to Mark A. & Beth A. Powers, of record in Official Record 1813, Page 3249, also being all of that 2.72 acre tract of land (Parcel # 0140101500) conveyed to Mark A. & Beth A. Powers, of record in Official Record 1813, Page 3249, also being all of that 20.500 acre Parcel 24-WL (Parcel # 0140112510) conveyed to State of Ohio, of record in Official Record 1442, Page 391, said 163.609 acre Annexation Parcel being more particularly described as follows:

Beginning, for reference, at the southwesterly corner of said Section 28, also being the northwesterly corner of said Section 33, also being the northeasterly corner of said Section 32, also being the southeasterly corner of Section 29, Township 15 North, Range 19 West;

Thence with the southerly line of said Section 28, also with the northerly line of said Section 33, South 85°56'33" East, a distance of 910.91 feet to the southwesterly corner of that 33.44 acre tract of land conveyed to Kenton F. Ridenour & Kenton D. Ridenour, also being the southwesterly corner of the existing Corporation Line of the City of Lancaster (Ordinance Number 11-05), and being the true point of beginning of the herein described 163.609 acre Annexation to the City of Lancaster;

Thence with said City of Lancaster Corporation Line, also with the southerly line of said 33.44 acre Ridenour tract, South 85°56'33" East, a distance of 1008.35 feet to the northwesterly corner of that 21.000 acre tract of land conveyed to Lancaster Port Authority, of record in Instrument Number 202300001041 and Instrument Number 202300001036, also being a northwesterly corner the existing Corporation Line of the City of Lancaster (Ordinance Number 49-69);

Thence with said City of Lancaster Corporation Line, also with the westerly line of said 21.000 acre Lancaster Port Authority tract, and continuing with the westerly line of that 19.210 acre tract of land conveyed to Lancaster Port Authority, of record in Instrument Number 202500003121, South 4°05'43" West, a distance of 1325.08 feet to the southwesterly corner of said 19.210 Lancaster Port Authority tract, also being the northwesterly corner of that 23.846 acre tract of land conveyed to Lancaster Port Authority, of record in Instrument Number 202500003122, also being the northeasterly corner of that 20.611 acre tract of land conveyed to City of Lancaster, Ohio, of record in Official Record 1797, Page 1546, also being a northeasterly corner of the existing Corporation Line of the City of Lancaster (Ordinance Number 16-20):

Thence with said City of Lancaster Corporation Line, also with northwesterly lines of said 20.611 acre.

City of Lancaster tract, the following seven courses:

- 1) South 81°43'12" West, a distance of 86.90 feet to a point;
- 2) South 61°07'47" West, a distance of 517.62 feet to a point;
- 3) South 49°52'10" West, a distance of 129.01 feet to a point;
- 4) South 66°14'26" West, a distance of 180.50 feet to a point;
- 5) South 57°10'33" West, a distance of 287.48 feet to a point;
- 6) South 45°48'00" West, a distance of 309.32 feet to a point;
- 7) South 15°30'17" West, a distance of 337.77 feet to a point on the northerly line of that 1.675 acre Parcel 24-WV1 conveyed to the City of Lancaster, of record in Instrument Number 202300002016;

Thence with northerly lines said 1.675 acre City of Lancaster Parcel 24-WV1, the following two courses:

- 1) North 79°34'45" West, a distance of 118.80 feet to a point;
- 2) North 88°03'24" West, a distance of 174.35 feet to a point in the easterly line of the aforesaid 20.500 acre State of Ohio Parcel 24-WL;

Thence with easterly, southerly and westerly lines of said 20.500 State of Ohio Parcel 24-WL;

- South 6°00'44" West, a distance of 119.48 feet to the southeasterly corner of said 20.500 acre State of Ohio Parcel 24-WL;
- 2) North 86°06'43" West, a distance of 350.24 feet to the southwesterly corner of said 20.500 acre

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Fairfield County Commissioners State of Ohio Parcel 24-WL;

 North 4°06'54" East, a distance of 108.00 feet to the northeasterly corner of that 1.066 acre Parcel 24-WV conveyed to the State of Ohio, of record in Official Record 1442, Page 391;

Thence with northerly and westerly lines of said 1.066 acre State of Ohio Parcel 24-WV, the following two courses:

1) South 87°16'50" West, a distance of 678.03 feet to a point;

2) South 3°53'11" West, a distance of 13.50 feet to a point in the northerly Right of Way line of Wilson Road (R/W varies);

Thence with the northerly Right of Way line of said Wilson Road, North 86°06'49" West, a distance of 565.64 feet to a point in the easterly line of that 50.3 acre tract of land conveyed to Toni M. Kraner, Tr., and Tracy T. Kraner, Tr., of record in Official Record 1679, Page 1841;

Thence with the easterly line of said 50.3 acre Kraner tract North 4°06'53" East, a distance of 2634.46 feet to a point in the southerly line of that 34.579 acre tract of land conveyed to Lowell F. Miller, of record in Instrument Number 202400017996, also being in the southerly line of said Section 29, also being in the northerly line of said Section 32;

Thence with the northerly line of said Section 32, also with the southerly line of said Section 29, also with the southerly line of said 34.579 acre Miller tract, South 85°56'51" East, a distance of 1238.80 feet to the southwesterly corner of said Section 28, also being the northwesterly corner of said Section 33, also being the northwesterly corner of said Section 32, also being the southeasterly corner of said Section 29;

Thence with the southerly line of said 34.579 acre Miller tract, continuing with the southerly line of that 12.838 acre Parcel 29-WL conveyed to State of Ohio, of record in Official Record 1252, Page 937, and continuing with the southerly line of that 14.557 acre tract of land conveyed to Lowell F. Miller, of record in Instrument Number 202400017996, North 69°26'30" East, a distance of 562.79 feet to a point;

Thence continuing with the southerly line of said 14.557 acre Miller tract, North 76°48'14" East, a distance of 420.36 feet to the northeasterly corner of said 14.557 Miller tract, also being in the westerly line of the aforesaid 33.44 acre Ridenour tract, also being in the existing Corporation Line of the City of Lancaster (Ordinance Number 11-05);

Thence with said City of Lancaster Corporation Line, also with the westerly line of said 33.44 acre Ridenour tract, South 4°24'17" West, a distance of 359.22 feet to the point of beginning, and containing 163.609 acres of land, more or less.

Subject to all restrictions, easements, and rights of way of previous record or otherwise legally established.

Basis of Bearings: The easterly Right of Way line of U.S. Route 33 was assigned a bearing of North 5°34'01" East as described in Official Record 1442, Page 391, Recorder's Office, Fairfield County, Ohio, and as shown on ODOT Centerline & Right of Way Plan "FAI-33-7.31".

Contiguity Note: Total perimeter of annexation area is 11525 feet, of which 4541 feet are contiguous with the City of Lancaster, resulting in 39% contiguity.

Annexation description prepared by Kevin Beechy, Ohio Professional Surveyor No. 7891, of Sands Decker, and is based upon survey data and record information from the Fairfield County Engineer, Recorder and Auditor, and is not intended for the transfer of real property.

This Annexation includes the following Parcels:

0140112500 ~ 66.199 Acres

0140101500 ~ 2.72 Acres

 $0140104200 \sim 0.47$  Acre

0140112300 ~ 73.720 Acres

0630010400 ~ 20.500 Acres

Kevin Beechy Date
Ohio Professional Surveyor No. 7891

REVIN N. BEECHY S-7891 BONAL BURN ON AL BURN

1.1111 1 11 2025

Fairfield Commission

S/MARK POWERS 5119 ANNEXATION TO LANCASTER/SURVEY/PDF/5119 ANNEX.DOCX

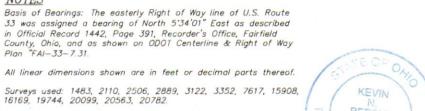
# PROPOSED ANNEXATION OF $\pm 163.609$ ACRES FROM GREENFIELD TOWNSHIP TO THE CITY OF LANCASTER SITUATED IN AND BEING PART OF SECTIONS 28, 32 AND 33, TOWNSHIP 15 NORTH, RANGE 19 WEST GREENFIELD TOWNSHIP, FAIRFIELD COUNTY, OHIO



#### OFFICES

422 North Broad Street Lancaster, Ohio 43130 740-385-2140

507 Main Street Zanesville, Ohio 43701 740-450-1640



BEECHY S-7891

LEGEND

Existing Lancaster Corp. Line
Proposed Lancaster Corp. Line

400

SCALE 1 INCH = 400 FEET

-(N)-

The first mitorious 10	County Engineer, Recorder and or the transfer of real property.	1000	Area to be Annexed (±	163.609 Acres)
ACREAGE  Owner 140112500  Mark A. & Beth A. Powers 140104200  Mark A. & Beth A. Powers 140104200  Mark A. & Beth A. Powers 140112300  Mark A. & Beth A. Powers 140112510  State of Ohio	s O.R. 1813, Pg. 3249 2.72 Acres s O.R. 1813, Pg. 3249 0.47 Acre s O.R. 1813, Pg. 3249 73.934 Acres		2 City of Loncaster Instr. No. 202300000016 01401123. 3 City of Loncaster Instr. No. 202300000017 03313440 4 State of Chilo QR. 1321, Pg. 141 03313440 6 State of Chilo QR. 1244, Pg. 2039 01401123. 6 State of Chilo QR. 1340, Pg. 535 01401123. 8 Loncaster Port Authority Instr. No. 20230000016 036 10401123. 10 Loncaster Port Authority Instr. No. 202300000121 03310040 10 Loncaster Port Authority Instr. No. 202300000112 03310040 11 Mark A. & Beth A. Powers QR. 1813, Pg. 3349 01401042 12 Mark A. & Beth A. Powers QR. 1813, Pg. 3349 01401042  Loncaster Port Authority Lastr. No. 20230000112 03310040 12 Mark A. & Beth A. Powers QR. 1813, Pg. 3349 01401042  Loncaster Port Authority Lastr. No. 20230000112 03310040 12 Mark A. & Beth A. Powers QR. 1813, Pg. 3349 01401042  Loncaster Port Authority Lastr. No. 20230000112 03310040 12 Mark A. & Beth A. Powers QR. 1813, Pg. 3349 01401042  Loncaster Port Authority Lastr. No. 20230000112 03310040 12 Mark A. & Beth A. Powers QR. 1813, Pg. 3349 01401042  Loncaster Port Authority Lastr. No. 20230000112 03310040 13 Mark A. & Beth A. Powers QR. 1813, Pg. 3349 01401042  Loncaster Port Authority Lastr. No. 20230000112 03310040 14 Mark A. & Beth A. Powers QR. 1813, Pg. 3349 01401042  Loncaster Port Authority Lastr. No. 20230000112 03310040 14 Mark A. & Beth A. Powers QR. 1813, Pg. 3349 01401042	W 129.01" W 180.50" W 287.48" W 118.80" W 174.35"
Kenton D. Ridenour 111.85 Acres Instr. Na. 2021/03005666 Parcel ≢ 0130069600	Lowell F. Miller 34.579 Acres Instr. No. 20240001795 Parcel # 0140104800  \$ 855651°E 1238.80°	Point of Reference 29 Section 29 Section 39 Section 39 Section 39 Section 33 S es	Section   10140101700   Sect	108.00
Toni M. Kraner, Tr. & Trocy T. Kraner, Ir. 50.3 Acres O.R. 1679, Pg. 1841 Parcel # 0140112100	Mark A. & Beth A. Powers 73.934 Acres OR. 1813, Pg. 3249. Parcel & 0140112300	137 (2) (2) (2) (2) (2) (3) (4) (4) (4) (4) (4) (4) (4) (4) (4) (4	Mark A. & Both A. Powers  - 66.199 Acres  QR. 1813. Pg. 3349. Parcel # 0140112500	Orenteld Trp. S 4 25'43" W  Oly of Lancaster 1325.08" Ord No. 49-69  (a)
a+ N		Section 5 (1987)	13 No. 10-20 St. 10-20 St. Lancaster	11 100
		15.98GS	City of Loncaster, CH 20.611 Acres OR 1797, Pg. 1546 Parcel # 06.30010400  Ord. No. 16-20	
O.R. 1679, Pc. 1844	\$ 8716'50" W 678.03  Ides P. & Debro S. Arnett 8.9 Acres O.R. 1796, "9-2647 Percel # 0140112310	PC 296 +77.83	15.48	60
Toni M. Kraner, Tr. & Tracy T. Kraner, Tr. 146.05 Acres CR. 1679, Pp. 1844	ries P, & Debro S, Arnett	(a) 100 (b) 100 (c) 10	City of Lancaster  Ord. No. 16-20  Ord. No. 16-20  Ord. No. 16-20  Ord. No. 15-97  Ord. No. 15-97  Ord. No. 15-97  Ord. No. 16-20  Ord. No. 15-97  Ord. No. 15-97  Ord. No. 15-97	RECEIVED
Toni M. Kraner, Tr. & Tracy T. Kraner, Tr. 146.05 Acres Tr. 146.05 Acres Tr. 147.07 Acres Tr. 147.07 Acres Tr. 148.05 Acres T	ries P, & Debro S, Arnett	(a) (b) (c) (c) (c) (c) (c) (c) (c) (c) (c) (c	City of Lancaster  Creminate Temp  Ord. No. 16-20  Ord. No. 16-20  Ord. No. 15-97	60

NOTES

Contiguity Note: Total perimeter of annexation area is 11525 feet, of which 4541 feet are contiguous with the City of Lancaster, resulting in 39% contiguity.

Annexation Exhibit prepared from survey data, and record

NOTICE TO OWNERS AND ADJACENT OWNERS

Ohio Revised Code §709.023(B)

Dear Owner or Adjacent Owner:

You are the owner of property adjacent to or within territory proposed to be annexed to the

City of Lancaster, Ohio. A Petition for Annexation of 163.609 acres of land in Greenfield

Township, Fairfield County, Ohio to the City of Lancaster was filed with the Fairfield County Board

of Commissioners on the 10<sup>th</sup> day of July, 2025 at 10 a.m. (the "Petition"). The Petition, attachments

and documents accompanying the Petition as filed are attached to this Notice.

Sincerely yours,

Craig Moncrief, Esq.

Petitioner's Agent

# PETITION FOR ANNEXATION TO THE CITY OF LANCASTER, OHIO OF 163.609 ACRES, MORE OR LESS, IN GREENFIELD TOWNSHIP, FAIRFIELD COUNTY, OHIO UTILIZING THE SPECIAL PROCEDURE OF R.C. 709.023 ET SEQ.

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

Now comes the undersigned, petitioner(s) in the premises and being the sole owner of a certain area as hereinafter described, consisting of 163.609 acres, more or less, in Greenfield Township, Fairfield County, Ohio, which is contiguous and adjacent to the City of Lancaster, Ohio, according to the statutes of the State of Ohio. Said area is situated in the Township of Greenfield, County of Fairfield, and State of Ohio; and an accurate legal description of the perimeters is attached hereto and made a part hereof as Exhibit "A" and an accurate map of the territory proposed for annexation is attached hereto and made a part hereof as Exhibit "B."

This petition is for an Expedited II annexation, under Sections 709.021 and 709.023 of the Ohio Revised Code. The undersigned understands the territory will not be excluded from the township. The annexation will not create an unincorporated area of township that is surrounded by the territory proposed for annexation. There is no annexation agreement between the municipality and the township pursuant to R.C. §709.192 applicable to this annexation or an applicable Cooperative Economic Development Agreement (C.E.D.A.) pursuant to R.C. §701.07.

Jeffrey K. Vandervoort, Esq., SITTERLEY, VANDERVOORT & NIXON Ltd., 123 S. Broad Street, Suite 211, Lancaster, Ohio 43130 and Craig Moncrief, Esq., Plank Law Firm, LPA, 411 East Town Street, Floor 2, Columbus, Ohio 43215, are the agents for the undersigned petitioner(s) as required by Section 709.02 of the Ohio Revised Code. Said agents are hereby authorized to make any amendment and/or deletion which is in his absolute and complete discretion necessary or proper under the circumstances then existing, and in particular to make such amendment in order to correct any discrepancy or mistake noted by the County Engineer in his/her examination of the petition and plat. Said amendment shall be made by the presentation of an amended plat and description to the Board of County Commissioners, on, before, or after the date set for hearing on this petition.

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

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

Mark A. Powers

8360 Sugar Grove Road SE
Sugar Grove, Ohio 43155

Mark A. Powers

163.609 +/- acres

7.8, 2025

Beth A. Powers

8360 Sugar Grove Road SE Sugar Grove, Ohio 43155 163.609 +/- acres

· 8 ,2025

Beth A. Powers

#### ANNEXATION FROM GREENFIELD TOWNSHIP TO THE CITY OF LANCASTER ~ 163.609 ACRES

Situated in the State of Ohio, County of Fairfield, Township of Greenfield, and containing 163.609 acres of land, more or less, and being part of Sections 28, 32 and 33, Township 15 North, Range 19 West, and being all of that 66.199 acre residual tract of land (Parcel # 0140112500) conveyed to Mark A. & Beth A. Powers, of record in Official Record 1813, Page 3249, (all reference used in this description refer to the Records of the Recorder's Office, Fairfield County, Ohio), also being 73.720 acres out of that 73.934 acre residual tract of land (Parcel # 0140112300) conveyed to Mark A. & Beth A. Powers, of record in Official Record 1813, Page 3249, also being all of that 0.47 acre residual tract of land (Parcel # 0140104200) conveyed to Mark A. & Beth A. Powers, of record in Official Record 1813, Page 3249, also being all of that 2.72 acre tract of land (Parcel # 0140101500) conveyed to Mark A. & Beth A. Powers, of record in Official Record 1813, Page 3249, also being all of that 20.500 acre Parcel 24-WL (Parcel # 0140112510) conveyed to State of Ohio, of record in Official Record 1442, Page 391, said 163.609 acre Annexation Parcel being more particularly described as follows:

Beginning, for reference, at the southwesterly corner of said Section 28, also being the northwesterly corner of said Section 33, also being the northeasterly corner of said Section 32, also being the southeasterly corner of Section 29, Township 15 North, Range 19 West;

Thence with the southerly line of said Section 28, also with the northerly line of said Section 33, South 85°56'33" East, a distance of 910.91 feet to the southwesterly corner of that 33.44 acre tract of land conveyed to Kenton F. Ridenour & Kenton D. Ridenour, also being the southwesterly corner of the existing Corporation Line of the City of Lancaster (Ordinance Number 11-05), and being the true point of beginning of the herein described 163.609 acre Annexation to the City of Lancaster;

Thence with said City of Lancaster Corporation Line, also with the southerly line of said 33.44 acre Ridenour tract, South 85°56'33" East, a distance of 1008.35 feet to the northwesterly corner of that 21.000 acre tract of land conveyed to Lancaster Port Authority, of record in Instrument Number 202300001041 and Instrument Number 202300001036, also being a northwesterly corner the existing Corporation Line of the City of Lancaster (Ordinance Number 49-69);

Thence with said City of Lancaster Corporation Line, also with the westerly line of said 21.000 acre Lancaster Port Authority tract, and continuing with the westerly line of that 19.210 acre tract of land conveyed to Lancaster Port Authority, of record in Instrument Number 202500003121, South 4°05'43" West, a distance of 1325.08 feet to the southwesterly corner of said 19.210 Lancaster Port Authority tract, also being the northwesterly corner of that 23.846 acre tract of land conveyed to Lancaster Port Authority, of record in Instrument Number 202500003122, also being the northeasterly corner of that 20.611 acre tract of land conveyed to City of Lancaster, Ohio, of record in Official Record 1797, Page 1546, also being a northeasterly corner of the existing Corporation Line of the City of Lancaster (Ordinance Number

Thence with said City of Lancaster Corporation Line, also with northwesterly lines of said 20.611 acre City of Lancaster tract, the following seven courses:

- 1) South 81°43'12" West, a distance of 86.90 feet to a point;
- 2) South 61°07'47" West, a distance of 517.62 feet to a point;
- 3) South 49°52'10" West, a distance of 129.01 feet to a point;
- 4) South 66°14'26" West, a distance of 180.50 feet to a point;
- 5) South 57°10'33" West, a distance of 287.48 feet to a point;
- 6) South 45°48'00" West, a distance of 309.32 feet to a point;
- 7) South 15°30'17" West, a distance of 337.77 feet to a point on the northerly line of that 1.675 acre Parcel 24-WV1 conveyed to the City of Lancaster, of record in Instrument Number 202300002016;

Thence with northerly lines said 1.675 acre City of Lancaster Parcel 24-WV1, the following two courses:

- 1) North 79°34'45" West, a distance of 118.80 feet to a point;
- 2) North 88°03'24" West, a distance of 174.35 feet to a point in the easterly line of the aforesaid 20.500 acre State of Ohio Parcel 24-WL;

Thence with easterly, southerly and westerly lines of said 20.500 State of Ohio Parcel 24-WL;

- 1) South 6°00'44" West, a distance of 119.48 feet to the southeasterly corner of said 20.500 acre State of Ohio Parcel 24-WL;
- 2) North 86°06'43" West, a distance of 350.24 feet to the southwesterly corner of said 20.500 acre

S::MARK POWERS 5119 ANNEXATION TO LANCASTER:SURVEY:PDF/5119 ANNEX.DOCX

State of Ohio Parcel 24-WL:

North 4°06'54" East, a distance of 108.00 feet to the northeasterly corner of that 1.066 acre Parcel 24-WV conveyed to the State of Ohio, of record in Official Record 1442, Page 391;

Thence with northerly and westerly lines of said 1.066 acre State of Ohio Parcel 24-WV, the following two courses:

1) South 87°16'50" West, a distance of 678.03 feet to a point;

South 3°53'11" West, a distance of 13.50 feet to a point in the northerly Right of Way line of Wilson Road (R/W varies);

Thence with the northerly Right of Way line of said Wilson Road, North 86°06'49" West, a distance of 565.64 feet to a point in the easterly line of that 50.3 acre tract of land conveyed to Toni M. Kraner, Tr., and Tracy T. Kraner, Tr., of record in Official Record 1679, Page 1841;

Thence with the easterly line of said 50.3 acre Kraner tract North 4°06'53" East, a distance of 2634.46 feet to a point in the southerly line of that 34.579 acre tract of land conveyed to Lowell F. Miller, of record in Instrument Number 202400017996, also being in the southerly line of said Section 29, also being in the northerly line of said Section 32;

Thence with the northerly line of said Section 32, also with the southerly line of said Section 29, also with the southerly line of said 34.579 acre Miller tract, South 85°56'51" East, a distance of 1238.80 feet to the southwesterly corner of said Section 28, also being the northwesterly corner of said Section 33, also being the northeasterly corner of said Section 32, also being the southeasterly corner of said Section 29;

Thence with the southerly line of said 34.579 acre Miller tract, continuing with the southerly line of that 12.838 acre Parcel 29-WL conveyed to State of Ohio, of record in Official Record 1252, Page 937, and continuing with the southerly line of that 14.557 acre tract of land conveyed to Lowell F. Miller, of record in Instrument Number 202400017996, North 69°26'30" East, a distance of 562.79 feet to a point;

Thence continuing with the southerly line of said 14.557 acre Miller tract, North 76°48'14" East, a distance of 420.36 feet to the northeasterly corner of said 14.557 Miller tract, also being in the westerly line of the aforesaid 33.44 acre Ridenour tract, also being in the existing Corporation Line of the City of Lancaster (Ordinance Number 11-05);

Thence with said City of Lancaster Corporation Line, also with the westerly line of said 33.44 acre Ridenour tract, South 4°24'17" West, a distance of 359.22 feet to the point of beginning, and containing 163.609 acres of land, more or less.

Subject to all restrictions, easements, and rights of way of previous record or otherwise legally established.

Basis of Bearings: The easterly Right of Way line of U.S. Route 33 was assigned a bearing of North 5°34'01" East as described in Official Record 1442, Page 391, Recorder's Office, Fairfield County, Ohio, and as shown on ODOT Centerline & Right of Way Plan "FAI-33-7.31".

Contiguity Note: Total perimeter of annexation area is 11525 feet, of which 4541 feet are contiguous with the City of Lancaster, resulting in 39% contiguity.

TATE OF OHIO

Annexation description prepared by Kevin Beechy, Ohio Professional Surveyor No. 7891, of Sands Decker, and is based upon survey data and record information from the Fairfield County Engineer, Recorder and Auditor, and is not intended for the transfer of real property.

This Annexation includes the following Parcels:

0140112500 ~ 66.199 Acres 0140101500 ~ 2.72 Acres

0140104200 ~ 0.47 Acre

0140112300 ~ 73.720 Acres 0630010400 ~ 20.500 Acres

Ohio Professional Surveyor No. 7891

S: MARK POWERS 5119 ANNEXATION TO LANCASTER SURVEY PDF 5119 ANNEX DOCK

# PROPOSED ANNEXATION OF ±163.609 ACRES FROM GREENFIELD TOWNSHIP TO THE CITY OF LANCASTER SECTIONS 28, 32 AND 33, TOWNSHIP IS NORTH, RANGE 19 WEST GREENFIELD TOWNSHIP, FAIRFIELD COUNTY, OHIO

S-730



#### NOTES

Basis of Bearings: The easterly Right of Way line of U.S. Route 33 was assigned a bearing of North 534'01" East as described in Official Record 1442, Page 391, Recorder's Office, Fairfield County, Ohio, and as shown on ODOT Centerline & Right of Way Plan "FAI-33-7.31.

All linear dimensions shown are in feet or decimal parts thereof.

Surveys used: 1483, 2110, 2506, 2889, 3122, 3352, 7617, 15908, 16169, 19744, 20099, 20563, 20782.

Contiguity Note: Total perimeter of annexation area is 11525 feet, of which 4541 feet are contiguous with the City of Lancaster, resulting in 39% contiguity.

Annexation Exhibit prepared from survey data, and record information from the Fairfield County Engineer, Recorder and Auditor, and is not intended for the transfer of real property.



422 North Broad Street Lancaster, Ohio 43130 740-385-2140

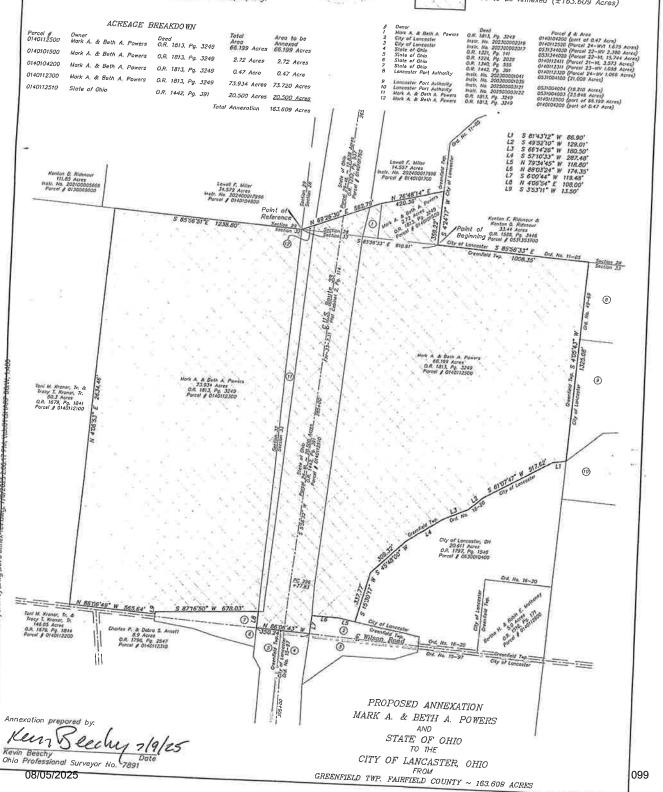
1495 Old Henderson Road Columbus, Ohio 43220 614-459-6992

507 Main Street Zanesville, Ohio 43701 740-450-1640



Existing Lancaster Corp. Line Proposed Lancaster Corp. Line

Area to be Annexed (±163.609 Acres)



0140112320 Commissioners	0140112200 TracyT. Kraner Trustee 0140112310 Charles P. & Debra S. Amett 0140112311, Board of Fairfield County	0140101700, Lowell F. Miller 0140104800 0140112100 Toni M. Kraner Trustee	1 1	0531004003, Lancaster Port Authority 0531004004	0140112520, City of Lancaster 0531344030, 0630010400	0140101760 State of Ohio	0140112510 State of Ohio 0531344020, State of Ohio 0140112411	1 1
	1 1 1		rity 104 E. Main St., Lancaster, OH 43130 5255 Carroll-Eastern Rd., NW, Carroll, OH 43112		104 E. Main St., Lancaster, OH 43130	1980 W. Broad St., 3rd Fl, Columbus, OH 43223	8360 Sugar Grove Rd., SE, Sugar Grove, OH 43155 1980 W. Broad St., 3rd Fl, Columbus, OH 43223 1980 W. Broad St., 3rd Fl, Columbus, OH 43223	Owner Address 8360 Sugar Grove Rd., SE, Sugar Grove, OH 43155
0 Wilson Rd., NW, Lancaster, OH 43130	4280 Wilson Rd., NW, Lancaster, OH 43130 280 Whiley Rd., NW, Lancaster, OH 43130 4085 Wilson Rd., NW, Lancaster, OH 43130	4395 Lithopolis Rd., NW, Lancaster, OH 43130 0 Lithopolis Rd., NW, Lancaster, OH 43130	1443 Camp Ground Rd., Lancaster, OH 43130 <sup>0</sup> Lithopolis Rd., NW, Lancaster, OH 43130	S. Mill Park Dr., Lancaster, OH 43130	0 Wilson Rd., NW, Lancaster, OH 43130	0 Lithopolis Rd., NW. Lancaster, OH 43130	3790 Wilson Rd., NW, Lancaster, OH 43130 0 Wilson Rd., NW, Lancaster, OH 43130 0 Wilson Rd.NW, Lancaster, OH 43130	Parcel Address 0 Wilson Rd., NW, Lancaster, OH 43130
210 E. Main St., Lancaster, OH 43130	4280 Wilson Rd., NW, Lancaster, OH 43130 4280 Wilson Rd., NW, Lancaster, OH 43130 4085 Wilson Rd., NW, Lancaster, OH 43130	5255 Carroll-Eastern Rd., NW, Carroll, OH 43112 4050 Sand Hill Rd., SW, Amanda, OH 43102	104 E. Main St., Lancaster, OH 43130  4645 Carroll-Fastern Bd. Committee Com	104 E. Main St., Lancaster, OH 72720	FI, Columbus, OH 43223  104 E. Main St., Lancaster, OH 43130	FI, Columbus, OH 43223	8360 Sugar Grove Rd., SE, Sugar Grove, OH 43155 1980 W. Broad St., 3rd Fl, Columbus, OH 43223	Tax Mailing Address 8360 Sugar Grove Rd., SE, Sugar Grove, OH 43155



TEP HULLINGHIELD

Floor 2 Columbus, Ohio 43215 411 East Fown Street

Board of Fairfield County ೧೯೮೨ ಇಣ್ಣ ನರ್ನಾರ್ Lancaster, OH 43130 210 East Main Street

#### Signature Page

Resolution No. 2025-08.05.b

A Resolution to Approve the Expedited Type II Annexation of 163.434 +/- Acres from Greenfield Township to the City of Lancaster, Pursuant to Ohio Revised Code (R.C.) 709.023, Petitioners Zac Walker, Craig Moncrief, and Jeffrey Vandervoort

(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 request for appropriations for additional unanticipated receipts of memo receipts and memo expenses for fund 3445 Bridge Load Rating Project

WHEREAS, unanticipated revenue has been collected for Fund 3445; and

WHEREAS, unanticipated funds represent ODOT payment; and

WHEREAS, monies will be used for PID #122371 - Bridge Load Rating Project

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

**SECTION 1:** Request that the Fairfield County Auditor appropriate from unappropriated funds in the amount of: \$39,840.00 16344506 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,

#### Memo Receipt as referenced:

16344506-433100

#### **Memo Expenditure as referenced:**

Vendor: Carpenter Marty Transportation

Account #: 16344506-530020

Amount: \$39,840.00 Paid: 07/22/2025

Prepared by: Julie Huggins

cc: Engineer Office

A resolution to request for appropriations for additional unanticipated receipts of memo receipts and memo expenses for fund 3445 Bridge Load Rating Project

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

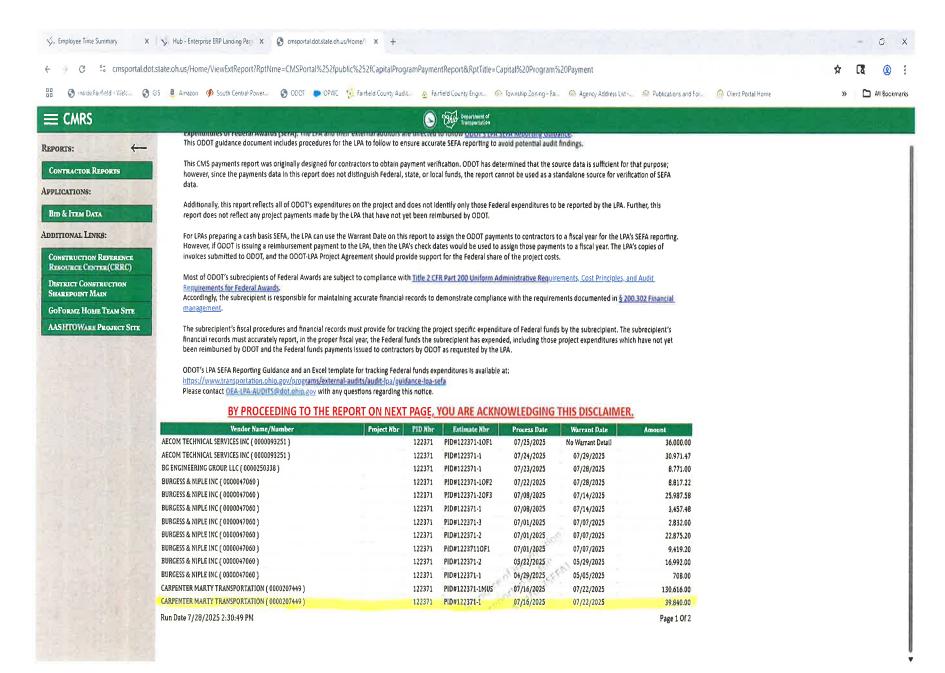
**SECTION 1:** 16344506-530020

**SECTION 3:** Issue an Amended Certificate in the amount \$39,840.00 to credit of fund 3445.

**SECTION 4:** Request that the Fairfield County Auditor, on behalf of the Budget Commission, update receipt line 16344506-433100 in the amount of \$39,840.00.

Prepared by: Julie Huggins

cc: Engineer Office



#### Carrí L. Brown, Phd, MBA, CGFM

Fairfield County Auditor 210 East Main Street

Lancaster, Ohio 43130 Revisions: 000 Fiscal Year 2025

Page: 1 of 1

**Purchase Order** 

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

Purchase Order#

25003223 - 00

Delivery must be made within doors of specified destination.

Expiration Date: 12/15/2026

VENDOR

В

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CAPENTER MARTY TRANSPORTATION INC 6612 SINGLETREE DR COLUMBUS, OH 43229

COUNTY ENGINEER

Phone: 740-652-2300

LANCASTER, OH 43130

3026 W FAIR AVE

SHIP TO

COUNTY ENGINEER 3026 W FAIR AVE LANCASTER, OH 43130 Phone: 740-652-2300

VENDOR PHONE NUMBER		DOR FAX NUMBER	REQUISITION NUMBER	DELIVERY REFERENCE	
			3478		
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS	DEPARTMENT/LOCATION	
02/28/2025	11833			ENGINEER-ADMIN	
NOTES					

PO Requisitioner Name: Julie Huggins

E mail Address : julie.huggins@fairfieldcountyohio.gov

ITEM#	DESCRIPTION / PART #		QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	BRIDGE LOAD RATINGS GL Account: 16202405 - 530020	\$49,800.00	1.0	EACH	\$49,800.00	\$49,800.00
	GL SUMMARY					

16202405 - 530020 \$49,800.00

Invoice Date//	Invoice Amount \$	To Be paid//	Warrant #
COLINTY ALIDITOR'S CERTIFICATE			

It is hereby certified that the amount \$49,800.00 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: 02/28/2025

08/05/2025

Auditor Fairfield County, OH

Purchase Order Total \$49,800.00

#### Signature Page

Resolution No. 2025-08.05.c

A resolution to request for appropriations for additional unanticipated receipts of memo receipts and memo expenses for fund 3445 Bridge Load Rating Project

(Fairfield County Engineer)

This resolution has not yet been voted on.

#### CERTIFICATE OF CLERK

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

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

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

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

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

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

\$75,000.00 16202405-Capital Outlay

Prepared by: Julie Huggins

cc: Engineer

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

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

16202405-573600 \$75,000.00

Prepared by: Julie Huggins

cc: Engineer

#### Signature Page

Resolution No. 2025-08.05.d

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

(Fairfield County Engineer)

This resolution has not yet been voted on.

#### CERTIFICATE OF CLERK

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

## A resolution to approve a Change Order for the 2025 Microsurfacing Project.

**WHEREAS,** on June 17, 2025, this Board of Commissioners awarded the Contract Bid for the 2025 Microsurfacing Project to Pavement Maintenance Systems LLC for a Bid of \$268,602.87, and

**WHEREAS,** actual quantities of items used to complete this project differ from the quantities estimated in the Contract documents, as shown on the attached Change Order, and

**WHEREAS**, the County Engineer is requesting approval of Change Order Number One to reflect actual quantities used to date on this project, which will increase the Contract price from \$268,602.87 to \$282,124.67.

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

**SECTION 1**: that this Board of Commissioners resolves to approve and does hereby sign this Resolution and the attached Change Order Number One, to increase the Contract price by \$13,521.80, making the revised cost of the 2025 Microsurfacing Project \$282,124.67.

**SECTION 2:** that the Clerk of this Board return the signed copy of this Resolution and the signed Change Order to the County Engineer for further processing.

Prepared by: Cheryl Downour

cc: Engineer's Office

#### OFFICE OF THE COUNTY ENGINEER

#### FAIRFIELD COUNTY, OHIO

			CHANGE URDER			
Change Or	rder No.:	1		Ch	ange Order Date:	7/30/2025
Contract For		2025 MIC	ROSURFACING PROJECT			
Contractor	:	PAVEM	ENT MAINTENANCE SYSTEMS LLC			
	You are herel	by requested	to comply with the following changes from the contract plans and specific	ations:		
Description	n of Changes:					
1.	Items needed	to remove	thermoplastic pavement markings on Election House road per spec	fication.		
Quanity on	d Cost Chang	.054				
Quanty an	iu Cost Chang	;cs.			Decrease	Increase
ITEM#	QUANTITY	UNIT	DESCRIPTION	UNIT \$	In Price	In Price
644	4.56	Mile	Removal of Pavement Marking	\$1,770.00	\$0.00	\$8,071.20
644	583.000	LF	Removal of Pavement Marking	\$3.00	\$0.00	\$1,749.00
644	6	Ea	Removal of Pavement Marking	\$220.00	\$0.00	\$1,320.00
614	1.520	Mile	Work Zone Center Line, Class II	\$580.00	\$0.00	\$881.60
624	1.000	LS	Mobilization for Pavement Marking Removal	\$1,500.00	\$0.00	\$1,500.00
				TOTALS:	\$0.00	\$13,521.80
			V - 0			***
			Net Change in	Contract Price:		\$13,521.80
Tl £	#17 571 DO	1.1.1				
	S13,321.80 current contrac		Ided to the original contract price of			\$268,602.87
making me	ourrent contrac	r price.	***************************************			\$282,124.67
The time pro	ovided for com	pletion is U	JNCHANGED.			
This docume	ent will hecom	e a sunnlem	nent to the contract and all provisions of the contract apply hereto.			
Timb docum	ont was 0 <b>00</b> 0m	o a supplem	ioni to the contract and an provisions of the contract apply hereto.			
5	m. C	1	Approved:			
Recommended - Co. Engl						
Date:						
Tyl	ler Hoy	ine				
				Fairfield Cou	nty Commissioner	'S
	T MAINTENA	NCE SYST	TEMS LLC		-	
Date //30/	7/30/2025 Date:					

#### Signature Page

Resolution No. 2025-08.05.e

A resolution to approve a Change Order for the 2025 Microsurfacing Project.

(Fairfield County Engineer)

This resolution has not yet been voted on.

#### CERTIFICATE OF CLERK

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

# A resolution for a Change Order #1 to the Contract with Gutknecht Construction and the Fairfield County Commissioners for the Workforce Center

**WHEREAS,** the Board of County Commissioners has previously approved a contract between the Gutknecht Construction and the Commissioners, for the construction of the Workforce Economic Development and Medical Lab project, located at 4465 Coonpath Road, Carroll OH 43112, on Resolution 2025-04.01.0; and

**WHEREAS**, the Board of County Commissioners desires to modify the contract with Gutknecht Construction to perform additional work in the amount of \$39,012.00 (thirty-nine thousand and twelve dollars); and

**WHEREAS,** a purchase order encumbering the funds for the services has been acquired and increased by the amount above; and

**WHEREAS,** the attached change order has been approved as to form by the County Prosecutor's Office.

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

**Section 1.** That the Fairfield County Commissioners approve the attached Change Order #1 to the contract with the Gutknecht Construction for \$39,012.00.

Prepared by: Jon Kochis

#### OHIO LAW NOTICE FOR FAIRFIELD COUNTY CONTRACTS

In entering into a contract with Fairfield County (hereinafter "County"), a political subdivision of the State of Ohio, (hereinafter "Company") acknowledges that certain provisions, should and where they exist in the underlying contract, must be removed from the contract in order to comply with Ohio law. Pursuant to R.C. 307.901 and R.C. 5705.41(D)(1) (see, e.g., 2005 Ohio Atty.Gen. Ops. No. 2005-007), the County is prohibited by law from entering contracts that contain any of the following terms:

- 1) A provision that requires the County to indemnify or hold harmless another person;
- 2) A provision by which the County agrees to binding arbitration or any other binding extra-judicial dispute resolution process;
- 3) A provision that names a venue for any action or dispute against the County other than a court of proper jurisdiction in the County or that requires interpretation or governance under the laws of a state other than Ohio:
- 4) A provision that requires the County to agree to limit the liability for any direct loss to the county for bodily injury, death, or damage to property of the county caused by the negligence, intentional or willful misconduct, fraudulent act, recklessness, or other tortious conduct of a person or a person's employees or agents, or a provision that otherwise imposes an indemnification obligation on the County;
- 5) A provision that requires the County to be bound by a term or condition that is unknown to the county at the time of signing a contract, that is not specifically negotiated with the county, that may be unilaterally changed by the other party, or that is electronically accepted by a County employee;
- 6) A provision that provides for a person other than the prosecuting attorney, or an attorney employed pursuant to R.C. 305.14 or 309.09, to serve as legal counsel for the County;
- 7) A provision that is inconsistent with the County's obligations under R.C. 149.43;
- 8) A provision that limits the County's ability to recover the cost for a replacement contractor; or
- 9) A provision that subjects the County to the possibility of unknown future financial burdens. This includes attorney's fees, collection costs, liquidated damages, interest rates on delinquencies, or any other open-ended financial obligation term included in the agreement.

The Company acknowledges Notice of the foregoing terms by signing below and hereby agrees to strike or remove any term that is prohibited under R.C. 307.901 and 5705.41(D)(1). If an offending term is not removed from the contract, that term is hereby unenforceable by operation of law. If Company refuses to sign this Notice, that does not waive the application of Ohio law as described above.

Company Representative Signature and Title

ANTENECHT CONSTRUCTION I JAMIE WEISENT

Company Representative Name and Company

Date

### **ROUTING FORM FOR CONTRACTS**

County ha	with County's needs and previous negotiations. The undersigned designee further affirms that the as complied with the competitive selection process, as prescribed by Ohio Revised Code 9.17, and the sections as outlined on this form, by selecting the applicable boxes below.
	oods and/or Services in excess of \$77,250.00—competitively selected via an Invitation to Bid, ursuant to R.C. 307.86-307.92
	oods and/or Services in excess of \$77,250.00—competitively selected via a Request for Proposals, ursuant to R.C. 307.862
C. Pu	ablic Improvement contracts—competitively selected pursuant to R.C. 153.08-153.12
	rchitect/Engineer design services for public improvements—selected through the Request for ualifications process pursuant to R.C. 153.65-153.72
E Co	ounty Road Improvement/Construction—competitively selected pursuant to R.C. 5555.61
F. Th	ne subject matter was exempt from competitive selection for the following reason(s):
1. 2. 3. 4. 5. 6. 7.	State Term #: (copy of State Term Contract must be attached)  ODOT Term #: (See R.C. 5513.01)  Professional Services (See the list of exempted occupations/services under R.C. 307.86)  Emergency (Follow procedure under ORC 307.86(A))  Sole Source (attach documentation as to why contract is sole source)
G. Ag	greement not subject to Sections A-F (explain):
н. 🗌 Са	ompliance with Fairfield County Board of Commissioners Procurement Guidelines
1. 2. 3. 4.	Search" on <a href="http://ffr.ohioauditor.gov/">http://ffr.ohioauditor.gov/</a> )  Dobtained 3 quotes for purchases under \$77,250.00 (as applicable)
Signed this	s day of 20
A	- Weeli
	Title

Rev. 12-31-24 Eff. 1-1-25 to 12-31-25



May 8, 2025 **REV 7/22/25** 

Brock Rossel SHP Architects 312 Plum St., Suite 700 Cincinnati, OH 45202

Project: 25-020 Fairfield County Work Force Development Interior Alterations Re:

PR #1 - Room Re-Configuration

Additional Time Required: NA

Mr. Rossel,

This change order request represents the costs associated with room re-configuration outlined in attached PR #1 The breakdown for this work is as follows:

<b>A</b> . I	ABOR &	FRING	S		
	1.)	0	days	Project Management @ \$185/Day\$	-
	2.)	0	days	Supervision @ \$450/Day\$	-
	3.)	0	days	General Conditions @ \$400/Day\$	-
	4.)	0	hours	PW Carpenter @ \$50.94/Hour\$	-
	5.)	0	hours	PW Laborer @ \$46.72/Hour\$	-
<b>B.</b> P	AYROLL	TAXES I	TEM A		
	1.) Fl	CA	@ 7.65%	\$	-
	2.) O	BES	@ 4.6%	\$	-
	3.) FL	JTA	@ .80%	\$	-
	4.) B\	WC	@ 19.1%	\$	-
	5.) O	THER	@ 6.85%	\$	-
<b>C.</b> 1	EQUIPMEI			\$	
	1.) 110	от аррік	JUDIG	Ψ	
D.C	WNED E	QUIPN	<b>LENT</b>		
	1.)	0	Hours Mini	Exc/Bobcat @ \$75.00 per hour\$	-
	2.)	0	Hours Dum	np Truck @ \$55.00 per hour\$	-

3.) Misc. Equipment & Small Tools (Not A	pplicable)\$	-
Breakdown Continued		
E.TRUCKING	•	
1.) Not applicable	\$	-
F. OVERHEAD  1.) 10% of Items A through E	\$	-
G. MATERIALS	¥	
1.) Not Applicable		\$ -
H. PROFIT		
1.) 10% of Items A through G	\$	-
I. SUBCONTRACTORS		
1.) Fairfield Drywall	•	2,512.00
2.) Pipeworks		
3.) Laforce		645.00
4.) Laforce (Credit Opening 130)	\$	(716.00)
J. CONTRACTOR MARK-UP ON SUBCONTRACTOR	R	
1.) 10% of Item I	\$	830.93
TOTAL THIS CHAN	IGE\$	8,424.00
We reserve the right to revise this pricing if not accontact me with any questions.	ccepted within 10 calendar o	days. Please
Sincerely,	Authorize	
John Meegan		
John Meegan, AIA	Tim Riffle	Date
Principal Architect/Project Manager	Field Manager	



Date: Thursday, May 1, 2025

Proposal to: Gutknecht Construction

Jamie Weisent 2280 Citygate Dr Columbus OH

43219

Phone: 614-532-5410

Fax:

**Project: Fairfield County Workforce** 

4465 Coonpath Rd NW

Carroll, OH 43112

PR-1

We appreciate the opportunity to quote the following:

#### Add 24lf of \$3.3 wall at room 110

**07210 Insulation:** 278

**09110 Metal Studs**: 902

**09250 Drywall:** 1,332

PROPOSAL REQUEST AMOUNT

2,512 Material 841 Labor1,671

PRICING IS GOOD 10 DAYS

BASED ON STANDARD WORKING HOURS

BASED ON OPEN SHOP WAGES

EXCLUSIONS UNLESS OTHERWISE NOTED: DEMOLITION, OFF SITE DISPOSAL, DUMPSTER, TEMPORARY BARRICADES, WEATHER PROTECTION, HEAT, WATER, IN WALL BLOCKING, PRESSURE TREATED OR FIRE TREATED LUMBER OR SHEATHING& WIRES @ LIGHT FIXTURES, OFF HOURS &/OR OVERTIME & PLASTER

IN THE EVENT OF SIGNIFICANT DELAY OR PRICE INCREASE OF MATERIAL OCCURRING DURING THE PERFORMANCE OF THE CONTRACT THROUGH NO FAULT OF THE CONTRACTOR, THE CONTRACT SUM, TIME OF PERFORMANCE, OR CONTRACT REQUIREMENT SHALL BE EQUITABLY ADJUSTED BY CHANGE ORDER IN ACCORDANCE WITH THE PROCEDURES OF THE CONTRACT DOCUMENTS. A CHANGE IN PRICE OF AN ITEM OF MATERIAL SHALL BE CONSIDERED SIGNIFICANT WITH THE PRICE OF AN ITEM INCREASE 10% BETWEEN THE DATE OF THIS CONTRACT AND THE DATE OF INSTALLATION.

IF AN "ADDITIONAL INSURED" CLAUSE IS REQUIRED, THERE WILL BE AN UPCHARGE OF \$75.00 EACH.

This bid is conditioned upon the use of either the "AGC/ASA/ASA Subcontract" or the AIA and A401 agreement or such other mutually acceptable subcontract terms and conditions agreeable to Subcontractor.

We propose hereby to furnish material and labor-complete in accordance with above specifications.

Proposal submitted by Jamie Haynes, Estimator 1655 Election House Road. NW Lancaster, Ohio 43130

PHONE: 740-785-4854

estimating@fairfieldid.com

08/05/2025 119









### **Email Quote**

Date: May 22, 2025

To: Kyle Ramey

Company: Gutknecht Construction

Total Pages: 1

From: Jake Skalecki

Phone: (920) 639-3811

(800) 672-6795 ext. 237101

E-mail: jake.skalecki@laforceinc.com

Re: Fairfield CO Workforce Development CTR

Carroll, OH

LaForce Job#: 50608

Bryce,

We quote a cost of \$645.00 (tax excluded) to add a frame for opening 110. Included in this cost is the following:

Opening(s)	Revision	
110	(1)3-0 7-0 welded hollow metal frame	\$645

Please provide written authorization of this quote if we are to proceed with these changes. No materials can be ordered without your written authorization.

Jake Skalecki

Kyle Ramey

05/27/2025





### **Email Quote**

Date: July 21, 2025 To: Kyle Ramey

Company: Gutknecht

Construction

Total Pages: 1

From: Jake Skalecki Phone: (920) 639-

3811

(800) 672-6795 ext. 237101

E-mail: jake.skalecki@laforceinc.com

Re: Fairfield CO Workforce

Carroll, OH

LaForce Job#: 50608

4/30/25\*\* Kyle,

We quote a credit of \$716.00 (tax not included) to remove opening 130 from the LaForce spec.

Included in this cost is the following:

Opening(s )	Revision	
130	(1) 3-0 7-0 wood door, hollow metal frame and hardware	\$716

Please provide written authorization of this quote if we are to proceed with these changes. No materials can be ordered without your written authorization.

Jake Skalecki

<sup>\*\*</sup>Pricing per PR#1 dated



# TOTAL #5,152.22

#### **Pipeworks**

**Gutknecht Construction Co.** 

845-B Claycraft Rd Gahanna, OH 43230

(614) 532-5410

m.montee@gutknecht.com

CONTACT US

3029 Wallace Ct Lancaster, OH 43130

(740) 652-3762

**™**im@pipeworksofohio.com

#### **ESTIMATE**

Services	qty	unit price	amount
Change Order-PR1	1.0	\$0.00	\$0.00
Project 25-020/22-0000S			
FCWDC-Interior			
Alterations 4465			
Coonpath Road NW			
Carroll, OH 43112			
Change Order #2 PR1-Mop Sink	1.0	\$0.00	\$0.00
Pipeworks will replace the mop sink and faucet to bring the plumbing up to code. During the underground pl was found within the walls behind the mop sink. To remedy this problem, the mop sink had to be removed includes labor, material, and inspections.	<b>.</b>		
Labor	1.0	\$4,555.22	\$4,555.22
Labor/Overhead			

Services subtotal: \$4,555.22

Materials	qty	unit price	amount
Material	1.0	\$597.00	\$597.00
Material-see attached material list in the attachment			

Materials subtotal: \$597.00

1 of 1

Subtotal	\$5,152.22
Total	\$5 152 22

Thank you for choosing Pipeworks for your plumbing needs!



May 8, 2025 **REV 7/22/25** 

Brock Rossel SHP Architects 312 Plum St., Suite 700 Cincinnati, OH 45202

Project: 25-020 Fairfield County Work Force Development Interior Alterations Re:

PR #2 - Existing electrical & data re-route.

Additional Time Required: NA

Mr. Rossel,

This change order request represents the costs associated with existing electrical & fiber entry into building to be re-routed per revised drawings outlined in attached PR #2. The breakdown for this work is as follows:

A. LAE	OR & FRI	NGES		
	1.)	) days	Project Management @ \$185/Day\$	-
	2.)	) days	Supervision @ \$450/Day\$	-
	3.)	) days	General Conditions @ \$400/Day\$	-
	4.)	) hours	PW Carpenter @ \$50.94/Hour\$	-
	5.)	) hours	PW Laborer @ \$46.72/Hour\$	-
B. PAY	ROLL TAX	_		
	1.) FICA		\$	-
	2.) OBES		\$	-
	3.) FUTA		\$	_
	4.) BWC	@ 19.1%	\$	-
	5.) OTHE	R @ 6.85%	\$	-
C. EQI	UIPMENT I 1.) Not a		\$	-
D. OW	NED EQU	IPMENT		
	1.)	) Hours Mir	ni Exc/Bobcat @ \$75.00 per hour\$	-
	2.)	) Hours Du	mp Truck @ \$55.00 per hour\$	-

3.) Misc. Equipment & Small Tools (Not App	licable)\$	-
Breakdown Continued		
E.TRUCKING  1.) Not applicable	\$	-
F. OVERHEAD  1.) 10% of Items A through E	\$	-
G. MATERIALS  1.) Not Applicable		\$ -
H. PROFIT  1.) 10% of Items A through G	\$	-
I. SUBCONTRACTORS  1.) Ables Electric	\$	2,577.14
J. CONTRACTOR MARK-UP ON SUBCONTRACTOR  1.) 10% of Item I	\$	257.71
TOTAL THIS CHANGE	\$	2,835.00
We reserve the right to revise this pricing if not accercontact me with any questions.	epted within 10 calendar do	ays. Please
Sincerely,	Authorize	
John Meegan		
John Meegan, AIA Principal Architect/Project Manager	Tim Riffle Field Manager	Date



Accepted By:

### ABLES, INC.

#### 3370 East Pike Zanesville, Oh 43701

740-453-6015

#### CHANGE ORDER NUMBER

		СН	ANGE ORDER N	NUMBER	1		
	То:	Gutknecht Construction		Attention:	Kyle Rame	ey	
	Project Nam	e: FCWD		Project #:	257001	1	•
	Location:	Carroll, Oh					
	Description:	Existing Electrical and Fiber e	ntry into the buil	ding to be re	routed		
		per the revised drawings					<u>.</u>
						,	,
							<u>'</u>
	EQUIPMENT		ı				
	scription			Quanitity	Unit	Price 872.33	Price
1	Am Light					6/2.33	\$872.33 \$0.00
2							\$0.00 \$0.00
3							\$0.00
4							\$0.00
5							\$0.00
6							\$0.00
7 8							\$0.00
					9 sub tota	l equipmen	t <u>\$872.33</u>
							•
ВΛ	AISC. ITEMS						
		or (attach breakdown per this f	ormat)				
		-	-				•
1	Sub Total (Si	ub total Equipment + Misc Item	ns + Subcontract	ors)			\$872.33
.AE	BOR		_		•		
	Hours	Ta	sk				Total
D	16	Electrician				\$75.56	
E	2	Estimating, Scheduling & Supe	ervision			\$75.00	•
<u>F</u>							\$0.00
G							
2	Subtotal Lab	or D thru H					\$1,358.96
3	Taxes & insu		abor				\$0.00
4	Equipment I						60 001 00
5	Sub Total (1	+2+3+4)					\$2,231.29
,	O	100					6002.12
6 7	Overhead @ Sub Total (5:						\$223.13 \$2,454.42
,	30D IOIGI (3	ro)					ŞZ,434.4Z
8	Total withou	profit					\$2,454.42
9	Profit @	<u>5%</u>					\$122.72
		hange with Profit (8+9)					\$2,577.14
	<u> </u>	nded Bond @ 2.00%					7-/5: 711
		OSED CHANGE ORDER (10+11)					\$2,577.14
		· · · · ·				E /0 /000 =	
sut	omittea RV:	Leslev Ables	Title:	Proiect Coord	ainafor	5/8/2025	

125 08/05/2025

Date:

### **QUOTATION**

The American Light

Company 122 Main Street

PO BOX 2280

Zanesville, OH 43702-2280

USA

740-452-3676

Order Number						
1544854						
Order Date	Page					
05/02/2025 07:36:01	1 of 3					

Bill To:

ABLES ELECTRIC
3370 EAST PIKE

ZANESVILLE, OH 43701

USA

Ship To:

ABLES ELECTRIC
3370 EAST PIKE

ZANESVILLE, OH 43701

USA

7404536015

Attn: Ms. Sheila Ables Requested By: Mr. JAMES BURKE

**Customer ID:** 102196

	Taker			Route		PO Number						
	М	ADA	A				FIELD WDC	FAI	F			
Extende	Unit		Pricin g		Item ID	lities Item ID						
Pric	Pric e	Item Description UOM	mainin UON Un Siz	F	Allocat ed	Ordere d						
174.6	3.49232		EA		EMT200CON	<u> </u>	50 EA		0	50		
		1.0	1.0	TIUDNC	EMT 2 THINV	1.0						
46.5	11.64600		EA		EMT20090DI		4 EA	)	0	4		
		1.0	1.0	ELBOW	EMT 2 90 DE	1.0						
					SOU86							
23.	3.85851		EA		KRA40STD20		6 EA	)	0	6		
		1.0	1.0	BEND	KRALOY 2 P	1.0						
8.7	0.72757		EA		KRACP20		12 EA		0	12		
		1.0	1.0	UPLINGS	KRALOY 2 P	1.0						
17.2	17.25000		EA		KRACEMC2		1 EA	)	0	1		
		1.0	1.0	CEMENT	KRALOY 1 G	1.0						
					<b>As:</b> PVC981	dered A	Or					
30.0	1.50146		EA		EMT100CON		20 EA	)	0	20		
		1.0	1.0	TIUDNC	EMT 1 THINV	1.0						
					<b>As:</b> EMT013	dered A	Or					
2.9	1.47432		EA		KRA40STD10		2 EA	1	0	2		
		1.0	1.0	BEND	KRALOY 1 P	1.0						
1.2	0.31388		EA		KRACP10		4 EA	)	0	4		
		1.0	1.0	UPLINGS	KRALOY 1 P	1.0						
					<b>As:</b> PVC213	dered A	Or					
39.4	9.8604		EA		GALV200X4		4 EA		0	4		
	0	1.0	1.0		GALV 2 X 4 I	1.						
					SOU64564	0						

### **QUOTATION**

The American Light

Company 122 Main

Street

PO BOX 2280

Zanesville, OH 43702-2280

USA

740-452-3676

Order Number						
1544854						
Order Date	Page					
05/02/2025	2 of 3					
07:36:01						

Extended Price	Unit Pric e	Pricin	Item ID			ıntities	Qua	
		g UOM Unit Size	em Description	Disp.	UOM Unit Size	Remainin g	Allocat ed	Ordere d
4.6	0.5832	EA	IEEL600		EA	8	0	8
	0	1.	IEER L600 2-IN STEEL LOCKNUT		1.			
		0	0 SOU286 MADLNS200		0			
			ECF016	d A	Order			
10.9	2.73877	EA	nadmes755b		EA	4	0	4
		1.0	MADISON MES-755-B 2 CONN		1			
			0 SOU636SI					
15.0	2.50950	EA	MADMES765		EA	6	0	6
		1.0	MADISON MES-765 2 COUP		1			
			0 SOU646S					
26.3	26.39000	E	MADLBLA200		E	1	0	1
		1.0	BLA-200 2 ALUM LB WITH COVER AND		1			
			GASKET					
			SOULB6CG					
9.2	0.46364	EA	VC075COND		EA	20	0	20
		1.0	VC 3/4 CONDUIT		1			
			PVC012	d A	Order			
1.8	0.94541	EA	RA40STD0790		EA	2	0	2
		1.0	RALOY 3/4 PVC 90 BEND		1			
0.9	0.19629	EA	RACP07		EA	5	0	5
		1.0	RALOY 3/4 PVC COUPLINGS		1			
			PVC212	d A	Order			
17.5	0.87495	EA	MT075COND		EA	20	0	20
		1.0	MT 3/4 THINWALL CONDUIT		1			
			EMT0012	d A	Order			
3.4	3.39525	EA	GALV075X400NIP		EA	1	0	1
		1.0	GN3/4 X 4 NIPPLE		1			
			OU64524					
0.3	0.15660	EA	IEEL200		EA	2	0	2
		1.0	IEER L-200 3/4 STEEL LOCKNUT		1			
			Q#125 100 SOU282 MADLNS75					
			L75					
			ECF012	d A	Order			
4.8	4.86392	EA	GALV100X400NIP		EA	1	0	1
		1.0	SALV 1 X 4 NIPPLE		1			
127							05/2025	08/

### **QUOTATION**

The American Light

Company 122 Main

Street

PO BOX 2280

Zanesville, OH 43702-2280

USA

740-452-3676

Order Number					
1544854					
Order Date	Page				
05/02/2025	3 of 3				
07:36:01					

Extended	Unit	Pricing UOM		Item ID			es	Quai	
Extended Price	Price	Unit Size		Item Description		M nit Size	maining UO	Allocated	Ordered
	•	<u>'</u>		SOU64534	•			<u>.</u>	•
0.38	0.18765	EA		NEEL300			2 EA	0	2
		1.0		NEER L-300 1-IN STEEL LOG		1.0			
				100 SOU283					
				BL100					
				s: ECF013	As	rdered	0		
97.93	0.97928	EA		THHN6STRBKPC			100 EA	0	100
		1.0		THHN 6 STR CU BLACK WI		1.0			
				4 X 25'					
8.53	0.34130	EA		THHN10STRGRNPC			25 EA	0	25
		1.0		THHN 10 STR CU GREEN V		1.0			
41.66	0.55540	E		XHHW2STRALUM			75 E	0	75
		1.0		XHHW 2 STRANDED ALUM		1.0			
				3 X 25'					
103.44	12.92976	EA		NSIIT4			8 EA	0	8
		1.0		NSI IT4 4-14 INSUL-TAP CC		1.0			
				s: LUG120	As	rdered	0		
119.99	19.99892	EA		NSIIT10			6 EA	0	6
		1.0		NSI IT10 #1/0-14 INSUL-TA		1.0			
3.61	3.61422	EA		RAC53200			1 EA	0	1
0.01	3.01422	1.0		5320-0 1G WP BOX W/3 1		1.0		O	'
		1.0		S: BOX566			0		
0.92	0.91976	EA		RAC51730			1 EA	0	1
0.92	0.91976	1.0	:D	RACO 5173-0 1G WP BLA		1.0	I EA	U	I
		1.0	.K	:: BOX630			0		
56.57	28.2837 8	EA		WIESC121204NK			2 EA	0	2
	O	1. 0	-N	WIEG SC121204NK NEMA		1. 0			
		O		J11135SP2		U			
070.00	TOTAL	CUD						nes:	Total Li
872.33	-TOTAL:	308							29
0.00	TAX:								
872.33	NT DUE:	AMOU							
S	U.S. Dollars								



### PRICING REQUEST

PR #03

May 8, 2025

Brock Rossel SHP Architects 312 Plum St., Suite 700 Cincinnati, OH 45202

Project:

25-020 Fairfield County Work Force Development Interior Alterations

Re:

PR #3 - Ceiling Type Change

Additional Time Required:

NA

Mr. Rossel,

This change order request represents the costs associated with ceiling type change per revised drawings outlined in attached PR #3. The breakdown for this work is as follows:

A.	LABOR &	FRING	ES		
	1.)	0	days	Project Management @ \$185/Day	\$ -
	2.)	0	days	Supervision @ \$450/Day	\$ -
	3.)	0	days	General Conditions @ \$400/Day	\$ -
	4.)	0	hours	PW Carpenter @ \$50.94/Hour	\$ -
	5.)	0	hours	PW Laborer @ \$46.72/Hour	\$ -
В.	PAYROLL	TAXES	ITEM A		
	1.) FI	CA	@ 7.65%		\$ -
	2.) O	BES	@ 4.6%		\$ -
	3.) FL	JTA	@ .80%		\$ -
	4.) BV	٧C	@ 19.1%		\$ -
	5.) 0	THER	@ 6.85%		\$ -
C.	EQUIPMI				
	1.) No	ot app	licable		\$ -
_			4 = 1 =		
D.	OWNED B	:QUIPA	MENT		
	1.)	0	Hours Mini	Exc/Bobcat @ \$75.00 per hour	\$ -
	2.)	0	Hours Dun	np Truck @ \$55.00 per hour	\$ -

3.) Misc. Equipment & Small Tools (Not App	olicable)\$	-
Breakdown Continued		
E. TRUCKING  1.) Not applicable	\$	-
F. OVERHEAD  1.) 10% of Items A through E	\$	-
G. MATERIALS  1.) Not Applicable	\$	-
H. PROFIT  1.) 10% of Items A through G	\$	-
I. SUBCONTRACTORS  1.) Fairfield Drywall	\$	(554.00)
J. CONTRACTOR MARK-UP ON SUBCONTRACTOR  1.) 10% of Item I		; <u>-</u>
TOTAL THIS CHAN	IGE\$	(554.00)
We reserve the right to revise this pricing if not as Please contact me with any questions.	ccepted within 10 cale	endar days.
Sincerely,  John Meegan	Authorize	
John Meegan, AIA Principal Architect/Project Manager	Tim Riffle Field Manager	Date



Date: Thursday, May 1, 2025

Proposal to: Gutknecht Construction

Jamie Weisent 2280 Citygate Dr Columbus OH

43219

Phone: 614-532-5410

Fax:

Project: Fairfield County Workforce

4465 Coonpath Rd NW

Carroll, OH 43112

PR-3

We appreciate the opportunity to quote the following:

#### Replace ceiling type SAP-1 with SAP-2 & SAP-3

SAP-1 to SAP-2

ADD: 290

SAP-1 to SAP-3

**DEDUCT: 844** 

SAP-1 5.36sf SAP-2 6.10sf SAP-3 5.33sf

#### PRICING IS GOOD 10 DAYS

#### BASED ON STANDARD WORKING HOURS

#### BASED ON OPEN SHOP WAGES

EXCLUSIONS UNLESS OTHERWISE NOTED: DEMOLITION, OFF SITE DISPOSAL, DUMPSTER, TEMPORARY BARRICADES, WEATHER PROTECTION, HEAT, WATER, IN WALL BLOCKING, PRESSURE TREATED OR FIRE TREATED LUMBER OR SHEATHING& WIRES @ LIGHT FIXTURES, OFF HOURS &/OR OVERTIME & PLASTER

IN THE EVENT OF SIGNIFICANT DELAY OR PRICE INCREASE OF MATERIAL OCCURRING DURING THE PERFORMANCE OF THE CONTRACT THROUGH NO FAULT OF THE CONTRACTOR, THE CONTRACT SUM, TIME OF PERFORMANCE, OR CONTRACT REQUIREMENT SHALL BE EQUITABLY ADJUSTED BY CHANGE ORDER IN ACCORDANCE WITH THE PROCEDURES OF THE CONTRACT DOCUMENTS. A CHANGE IN PRICE OF AN ITEM OF MATERIAL SHALL BE CONSIDERED SIGNIFICANT WITH THE PRICE OF AN ITEM INCREASE 10% BETWEEN THE DATE OF THIS CONTRACT AND THE DATE OF INSTALLATION.

IF AN "ADDITIONAL INSURED" CLAUSE IS REQUIRED. THERE WILL BE AN UPCHARGE OF \$75.00 EACH.

This bid is conditioned upon the use of either the "AGC/ASA/ASA Subcontract" or the AIA and A401 agreement or such other mutually acceptable subcontract terms and conditions agreeable to Subcontractor.

We propose hereby to furnish material and labor-complete in accordance with above specifications.

Proposal submitted by Jamie Haynes, Estimator 1655 Election House Road. NW Lancaster, Ohio 43130

PHONE: 740-785-4854

estimating@fairfieldid.com



## PRICING REQUEST

PR #04

May 8, 2025

Brock Rossel SHP Architects 312 Plum St., Suite 700 Cincinnati, OH 45202

ro	$\sim$	

25-020 Fairfield County Work Force Development Interior Alterations

Re:

PR #4 - Fur out wall/Rm 119

Additional Time Required:

NA

Mr. Rossel,

This change order request represents the costs associated with ceiling type change per revised drawings outlined in attached PR #3. The breakdown for this work is as follows:

_					
A.	LABOR 8	FRING	ES		
	1.)	0	days	Project Management @ \$185/Day	\$ -
	2.)	0	days	Supervision @ \$450/Day	\$ -
	3.)	0	days	General Conditions @ \$400/Day	\$ -
	4.)	0	hours	PW Carpenter @ \$50.94/Hour	\$ -
	5.)	0	hours	PW Laborer @ \$46.72/Hour	\$ -
В.	PAYROLI	. TAXES	ITEM A		
	1.) FI	CA	@ 7.65%		\$ -
	2.) O	BES	@ 4.6%		\$ -
	3.) Fl	JTA	@ .80%		\$ _
	4.) B	WC	@ 19.1%		\$ -
	5.) 🔾	THER	@ 6.85%		\$ -
C.	EQUIPM	ENT REI	NTALS		
					\$ -
_					
D.	OWNED I	EQUIPA	MENT		
	1.)	0	Hours Mini	Exc/Bobcat @ \$75.00 per hour	\$ -
	2.)	0	Hours Dun	np Truck @ \$55.00 per hour	\$ -

3.) Misc. Equipment & Small Tools (Not App	olicable)	\$	-	
Breakdown Continued				
E. TRUCKING  1.) Not applicable		\$	-	
F. OVERHEAD  1.) 10% of Items A through E		\$	-	
G. MATERIALS  1.) Not Applicable		\$	-	
H. PROFIT  1.) 10% of Items A through G		\$	-	
SUBCONTRACTORS     1.) Ables Electric			- 1,690.00	
J. CONTRACTOR MARK-UP ON SUBCONTRACTOR  1.) 10% of Item I		\$	169.00	
TOTAL THIS CHAN	GE	\$	1,859.00	
We reserve the right to revise this pricing if not ac Please contact me with any questions.	cepted within 10 ca	lend	ar days.	
Sincerely,	Authorize			
John Meegan				
John Meegan, AIA Principal Architect/Project Manager	Tim Riffle Field Manager			Date



Date: Tuesday, May 20, 2025

Proposal to: Gutknecht Construction

Jamie Weisent 2280 Citygate Dr Columbus OH

43219

Phone: 614-532-5410

Fax:

**Project: Fairfield County Workforce** 

4465 Coonpath Rd NW

Carroll, OH 43112

COR-1

We appreciate the opportunity to quote the following:

Add 30lf of 3 5/8 20ga framing, 5/8, level 4 1 side, in room 119

09110 Metal Studs:

912

09250 Drywall:

778

PROPOSAL REQUEST AMOUNT

1,690 Material 581 Labor 1,099

PRICING IS GOOD 10 DAYS

BASED ON STANDARD WORKING HOURS

BASED ON PREVAILING WAGE

EXCLUSIONS UNLESS OTHERWISE NOTED: DEMOLITION, OFF SITE DISPOSAL, DUMPSTER, TEMPORARY BARRICADES, WEATHER PROTECTION, HEAT, WATER, IN WALL BLOCKING, PRESSURE TREATED OR FIRE TREATED LUMBER OR SHEATHING& WIRES @ LIGHT FIXTURES, OFF HOURS &/OR OVERTIME & PLASTER

IN THE EVENT OF SIGNIFICANT DELAY OR PRICE INCREASE OF MATERIAL OCCURRING DURING THE PERFORMANCE OF THE CONTRACT THROUGH NO FAULT OF THE CONTRACTOR, THE CONTRACT SUM, TIME OF PERFORMANCE, OR CONTRACT REQUIREMENT SHALL BE EQUITABLY ADJUSTED BY CHANGE ORDER IN ACCORDANCE WITH THE PROCEDURES OF THE CONTRACT DOCUMENTS. A CHANGE IN PRICE OF AN ITEM OF MATERIAL SHALL BE CONSIDERED SIGNIFICANT WITH THE PRICE OF AN ITEM INCREASE 10% BETWEEN THE DATE OF THIS CONTRACT AND THE DATE OF INSTALLATION.

IF AN "ADDITIONAL INSURED" CLAUSE IS REQUIRED, THERE WILL BE AN UPCHARGE OF \$75.00 EACH.

This bid is conditioned upon the use of either the "AGC/ASA/ASA Subcontract" or the AIA and A401 agreement or such other mutually acceptable subcontract terms and conditions agreeable to Subcontractor.

We propose hereby to furnish material and labor-complete in accordance with above specifications.

Proposal submitted by Jamie Haynes, Estimator 1655 Election House Road. NW Lancaster, Ohio 43130

PHONE: 740-785-4854

estimating@fairfieldid.com

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May 9, 2025 **Rev 7/22/25** 

Brock Rossel SHP Architects 312 Plum St., Suite 700 Cincinnati, OH 45202

Project: 25-020 Fairfield County Work Force Development Interior Alterations Re:

PR #5 - Fire Alarm System Change

Additional Time Required: NA

Mr. Rossel,

This change order request represents the costs associated with Owner requested change to new fire alarm system as outlined in attached PR #5. The breakdown for this work is as follows:

<b>A.</b> L	ABOR & FI	RINGES						
	1.)	0	days	Project Management @ \$185/Day\$	-			
	2.)	0	days	Supervision @ \$450/Day\$	-			
	3.)	0	days	General Conditions @ \$400/Day\$	-			
	4.)	0	hours	PW Carpenter @ \$50.94/Hour\$	-			
	5.)	0	hours	PW Laborer @ \$46.72/Hour\$	-			
<b>B.</b> P.	AYROLL TA	XES ITE	M A					
	1.) FIC	A	@ 7.65%	\$	-			
	2.) OBE	ΞS	@ 4.6%	\$	-			
	3.) FUT	A	@ .80%	\$	-			
	4.) BW	С	@ 19.1%	\$	-			
	5.) OTH	HER	@ 6.85%	\$	-			
C. EQUIPMENT RENTALS  1.) Not applicable\$								
<b>D.</b> 0	WNED EQ	UIPME	NT					
	1.)	0	Hours Mini	Exc/Bobcat @ \$75.00 per hour\$	-			
	2.)	0	Hours Dun	np Truck @ \$55.00 per hour\$	-			

3.) Misc. Equipment & Small Tools (Not Appl	licable)\$	-
Breakdown Continued		
E.TRUCKING		
1.) Not applicable	\$	-
F. OVERHEAD		
1.) 10% of Items A through E	\$	-
G. MATERIALS		
1.) Not Applicable		\$ -
H. PROFIT		
1.) 10% of Items A through G	\$	-
I. SUBCONTRACTORS		
1.) Ables Electric	\$	11,034.29
J. CONTRACTOR MARK-UP ON SUBCONTRACTOR	¢	1 102 42
1.) 10% of Item I		1,103.43
TOTAL THIS CHANGE.	\$	12,138.00
We reserve the right to revise this pricing if not acce contact me with any questions.	pted within 10 calendar	days. Please
Sincerely,	Authorize	
John Meegan		
John Meegan, AIA	Tim Riffle	Date
Principal Architect/Project Manager	Field Manager	



### ABLES, INC.

#### 3370 East Pike Zanesville, Oh 43701

#### 740-453-6015

#### CHANGE ORDER NUMBER

To: <u>G</u> Project Nam <u>e:</u>	utknecht Construction FCWD	Attention: <u>Kyle Ramey</u> Project #: <u>257001</u>
	arroll, Oh ovide new fire alarm system for entire build	ling Demo existing devices
	nd replace with new. Priced using a Fire Lit	
E	xisting wiring to be reused, and fire watch is	not included.

#### A. EQUIPMENT

De	scription	Quanitity	Unit Price	Price
1	Fire Alarm System	1	28,130.00	\$28,130.00
2	Fire Alarm for Renovation Deduct	1	-34,882.30	-\$34,882.30
3	Misc Material	1	1,505.00	\$1,505.00
4				\$0.00
5				\$0.00
7				\$0.00
7				\$0.00
8				\$0.00
		*	0	CE 047 20

9 sub total equipmen -\$5,247.30

2

#### **B MISC. ITEMS**

C. Subcontractor (attach breakdown per this format)

Sub Total (Sub total Equipment + Misc Items + Subcontractors)

-\$5,247.30

#### **LABOR**

	Hours	Task	Rate	Total
D	180	Electrician	\$75.56	\$13,600.80
Е	16	Estimating, Scheduling & Supervision	\$75.00	\$1,200.00
F				\$0.00
G				
2	Subtotal Lak	oor D thru H		\$14,800.80
3	Taxes & insu	rance 35% on labor		\$0.00
4	Equipment I	Rentals		
5	Sub Total (1-	+2+3+4)		\$9,553.50
6	Overhead@	<u>10%</u>		\$955.35
7	Sub Total (5	+6)		\$10,508.85
8	Total withou	profit		\$10,508.85
9	Profit @	<u>5%</u>		\$525.44
10	Proposed C	hange with Profit (8+9)		\$11,034.29
11	Cost of Exte	nded Bond @ <u>2.00%</u>		
12	TOTAL PROP	OSED CHANGE ORDER (10+11)		\$11,034.29

Submitted By:	Lesley Ables	Title:	<u>Project Coordinator</u>	5/20/2025
Accepted By:		Date:		



July 10, 2025

Brock Rossel SHP Architects 312 Plum St., Suite 700 Cincinnati, OH 45202

Project: 25-024 Fairfield County Workforce Development

Re: PR 6 - Deduct Bathroom Accessories

Additional Time Required: NA

Mr. Rossel,

This change order request represents the costs associated with removal of toilet accessories and wall revision/repair as outlined in PR #6. The breakdown for this work is as follows:

A.	LABOR &	FRINGE	S		
	1.)	0	days	Project Management @ \$185/Day\$	-
	2.)	0	days	Supervision @ \$450/Day\$	-
	3.)	0	days	General Conditions @ \$400/Day\$	-
	4.)	0	hours	PW Carpenter @ \$50.94/Hour\$	-
	5.)	0	hours	PW Laborer @ \$46.72/Hour\$	-
В.	PAYROLL	TAXES I	EM A		
	1.) FI	CA	@ 7.65%	\$	-
	2.) C	BES	@ 4.6%	\$	-
	3.) FI	JTA	@ .80%	\$	-
	4.) B	WC	@ 19.1%	\$	-
	5.) C	THER	@ 6.85%	\$	-
C.	EQUIPME	NT REN	TALS		
	1.) N	ot applic	cable	\$	-
<b>D</b> . 0	OWNED E	QUIPM	ENT		
	1.)	0	Hours Mini	Exc/Bobcat @ \$75.00 per hour\$	-
	2.)	0	Hours Dun	np Truck @ \$55.00 per hour\$	-

3.) Misc. Equipment & Small Tools (Not Appl	licable)\$	-
Breakdown Continued		
E.TRUCKING		
1.) Not applicable	\$	-
F. OVERHEAD		
1.) 10% of Items A through E	\$	-
G. MATERIALS		
1.) Concrete	\$	-
H. PROFIT		
1.) 10% of Items A through G	\$	-
I. SUBCONTRACTORS		
1.) Rayhaven Group	\$	(2,765.00)
2.) Klostermans		1,320.00
3.) Fairfield Drywall & Insulation	\$	4,346.00
J. CONTRACTOR MARK-UP ON SUBCONTRACTOR		
1.) 10% of Item I	\$	566.60
TOTAL THIS CHANGE.	\$	3,468.00
We reserve the right to revise this pricing if not acce contact me with any questions.	pted within 10 calendar o	days. Please
Sincerely,	Authorize	
John Meegan		
John Meegan, AIA	Tim Riffle	Date
Principal Architect/Project Manager	Field Manager	



3842 Congress Parkway, Suite A Richfield, OH 44286 Phone: 330-659-3183 Fax: 330-659-3740

### Request for CO (PR06)

June 19, 2025

**REF: Fairfield County Workforce Development Center** 

Per PR06 Toilet Paper Dispenser, Paper Towel Dispenser and Soap Dispenser are now to be supplied by owner.

Original price for accessories including Alt 1: \$7,130. Includes installation of provided accessories.

New price with owner supplied accessories removed: \$4,365. Includes installation of provided accessories. (Not responsible for installation of owner supplied accessories).

Changes if PR06 result in a credit of \$2,765 from original contract. If approved please provide a change order credit in the amount mentioned above.

Prices are good for 30 days.

Brad Pressler <u>bpressler@rayhaven.com</u>

#### Gutknecht Construction Co.

**PURCHASE ORDER** 

No. 10-1026M

2280 Citygate Drive Columbus, OHIO 43219

**Phone:** 614-532-5410 **Fax:** 614-532-5415

TO:

Klosterman Associates

33467 Lake Rd.

Avon Lake, OH 44012

**DATE:** 4/18/24

**PROJECT:** FCWDC-Interior Alterations

ATTN:

Christopher Rush

JOB #: 24-020

**WORK AT** 

BILL TO

Jobsite 4465 Coonpath Rd. NW

4465 Coonpath Rd. NW Carroll, OH 43112 Gutknecht Construction Co.

845-B Claycraft Rd. Gahanna, OH 43230

TERMS: See Attachment 'A'

**SHIP VIA:** Jobsite

Provide all materials necessary to complete the Wall Protection work as shown in the contract documents. Including but not limited to all;

#### Contract Documents

o All work to be completed per bid/permit set of drawings and specifications dated January 24, 2025 & Addendum 1 prepared by SHP Architecture & Design.

#### General Requirements

- o Shop Drawings, Samples, & Submittals as Specified
- Specified Finishes
- o Specified Warranties
- o Shipping to Jobsite: 4465 Coonpath Rd. NW, Carroll, OH 431123

#### Specifications

o 102600 - Wall Protection

C4 Corner Guards & WP-1 Wall Protection

Trims & Adhesives

		Total:	\$2,735.00
Contract	red By:	Contracted By:	
Klosterm	nan Associates	Gutknecht Construction Co.	
Signed:	Christopher a. Rush	Signed:	
By:	Type Name Here: Christopher Rush	By: Jamie Weiser	nt
Date:	4-18-2025	Date:	

#### **ARTICLE 6**

**Failure of Performance:** The Supplier shall procure and maintain in force for the duration of the work, Worker's Compensation Insurance, Employer's Liability Insurance, Comprehensive General Liability Insurance and all insurance required of Contractor under the contract documents, if applicable. Contractor, Owner and Architect shall be named as additional insurers on each of these policies, except for Worker's Compensation.

#### <u>ARTICLE 7</u>

*Indemnification:* To the fullest extent permitted by law, the Supplier shall indemnify and hold harmless Owner, Architect, Architect's Consultants, and Contractor from all damages, losses, or expenses, including attorney's fees, from any claims or damages for bodily injury, sickness, disease, or death, or from claims for damage to tangible property, other than the work itself.

This indemnification shall extend to claims resulting from performance of this contract and shall apply only to the extent that the claim or loss is caused in whole or in part by any negligent act or omission of the Supplier or any of its agents, employees, or Subcontractors. This indemnity shall be effective regardless of whether the claim or loss is caused in some part by a party to be indemnified.

The obligation of the Supplier under this Article shall not extend to claims or losses that are primarily caused by the Architect, or Architect's consultant's performance or failure to perform professional responsibilities.

#### **ARTICLE 8**

**Warranty:** The Supplier warrants its work against all deficiencies and defects in materials and/or workmanship and agrees to satisfy same without cost to Owner or Contractor for a period of one (1) year from the date of substantial completion of the project or per contract documents, whichever is longer.

Note:	This project <b>IS</b>	Tax-Exempt.	Supplier Federal Tax I.D. #: _	
-------	------------------------	-------------	--------------------------------	--

Gutknecht Construction Co. – Purchase Order Terms Page 3 of 3

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Date: Thursday, July 3, 2025

Proposal to: Gutknecht Construction

John Meegan 2280 Citygate Dr Columbus OH

43219

Phone: Fax:

614-532-5410

We appreciate the opportunity to quote the following:

09250 Drywall: Repair drywall, as needed at tile demo

09700 FRP: install only, WP-1 in rooms 106, 107 & 108 1,955

#### **BASE BID AMOUNT**

4,346

2,391

Project: Fairfield County Workforce

4465 Coonpath Rd NW

Carroll, OH 43112

PR06

BID PRICING IS GOOD 10 DAYS

BID PRICE SUBJECT TO CHANGE PER ENGINEERED DRAWINGS

BID WITHOUT SPECS AVAILABLE

BID BASED ON STANDARD WORKING HOURS

BID BASED ON PREVAILING WAGES

EXCLUSIONS UNLESS OTHERWISE NOTED: DEMOLITION, OFF SITE DISPOSAL, DUMPSTER, TEMPORARY BARRICADES, WEATHER PROTECTION, HEAT, WATER, IN WALL BLOCKING, PRESSURE TREATED OR FIRE TREATED LUMBER OR SHEATHING & WIRES @ LIGHT FIXTURES, OFF HOURS &/OR OVERTIME & PLASTER

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This bid is conditioned upon the use of either the "AGC/ASA/ASA Subcontract" or the AIA and A401 agreement or such other mutually acceptable subcontract terms and conditions agreeable to Subcontractor.

We propose hereby to furnish material and labor-complete in accordance with the above specifications.

Proposal submitted by Jamie Haynes, Estimator 1655 Election House Road. NW Lancaster, Ohio 43130

PHONE: 740-785-4854

estimating@fairfieldid.com



July 10, 2025

Brock Rossel SHP Architects 312 Plum St., Suite 700 Cincinnati, OH 45202

Project: 25-024 Fairfield County Workforce Development

Re: PR 7 - Bridge Canopy Deduct

Additional Time Required: NA

Mr. Rossel,

This change order request represents the deleted costs associated with removal of the bridge Canopyas outlined in PR #7. The breakdown for this work is as follows:

A. L	ABOR & FR	RINGES			
	1.)	0	days	Project Management @ \$185/Day\$	-
	2.)	0	days	Supervision @ \$450/Day\$	-
	3.)	0	days	General Conditions @ \$400/Day\$	-
	4.)	0	hours	PW Carpenter @ \$50.94/Hour\$	-
	5.)	0	hours	PW Laborer @ \$46.72/Hour\$	-
<b>B.</b> P.	AYROLL TA	-			
	1.) FICA			\$	-
	2.) OBE	ES @	4.6%	\$	-
	3.) FUTA	Α @	.80%	\$	-
	4.) BW0	C @	19.1%	\$	-
	5.) OTH	HER @	6.85%	\$	-
C. E	EQUIPMENT 1.) Not			\$	-
<b>D.</b> 0	WNED EQ	UIPMENT	Ī		
	1.)	0 H	ours Mir	ni Exc/Bobcat @ \$75.00 per hour\$	-
	2.)	0 H	ours Du	mp Truck @ \$55.00 per hour\$	-

3.) Misc. Equipment & Small Tools (Not App	blicable)\$	-
Breakdown Continued		
E. TRUCKING		
1.) Not applicable	\$	-
F. OVERHEAD		
1.) 10% of Items A through E	\$	-
G. MATERIALS		
1.) Concrete	\$	-
H. PROFIT		
1.) 10% of Items A through G	\$	-
I. SUBCONTRACTORS		
Buckley Ironworks  2.) Carl T Johnson		
2.) Can i 301113011	Ψ	(2,0 17.00)
J. CONTRACTOR MARK-UP ON SUBCONTRACTOR		
1.) 10% of Item I	\$	-
TOTAL THIS CHANGE	<b>:</b> \$	(9,069.00)
We reserve the right to revise this pricing if not accer contact me with any questions.	epted within 10 calendar c	days. Please
Sincerely,	Authorize	
John Meegan		
John Meegan, AIA	Tim Riffle	Date
Principal Architect/Project Manager	Field Manager	







March 12, 2025

Buckley Iron Works, LLC 7181 Ohio River Rd. Point Pleasant, WV 25550

Attn: Estimating

Re: Fairfield County Workforce Development Center

Buckley Iron Works will supply and install the following:

- 2 canopy cover connectors framing and metal deck per coded note C4 on A401 and detail 7/A532
- Bid includes shop drawings, engineering and delivery to jobsite.
- · All material will be galvanized
- Bid excludes: testing, inspection, taxes, contingencies, finish paint, overtime, shiftwork, AISC certification, demolition to access bolted connections, and any items not specifically listed above.
- Due to current volatility in the steel market, this price is valid for 30 days.
- Bid based on drawings dated 1/24/25 and spec section 051200. Addendum #1 was reviewed.
- Buckley Iron Works is an Ohio certified EDGE contractor.

Price: \$16,340.00

Plus any applicable taxes

Deduct to delete one canopy: \$6,420.00

Thank You,

**Brandon Buckley** 

7181 Ohio River Road

sales@buckleyironworks.com

Phone: (304)675-8650

Pt Pleasant, WV 25550

08/05/2025

www.buckleyironworks.com

Fax: (304)675-8651

	CARL T JOHNSON		
	CARE I JOHNSON		
7/16/2025 12:00			
Fairfield County Workforce d EPDM Roof Credit	QUANTITY		TOTAL
1/2" Coverboard 5/8" Substrate Board	2.50	\$97.50 98.50	\$243.75 0.00
Tapered Iso	0.00	400.06	0.00
Iso 2"	0.00	4,044.00	0.00
Iso 2.6 "	0.00	127.60	0.00
045 EPDM 045 EPDM Reinforced	0.00	87.50 111.30	0.00
060 EPDM	0.00	100.00	0.00
060 EPDM W/3" Fat	2.50	108.80	272.00
060 Reinforced W/3" FAT 725 Vapor Barrier 325sq ft	0.00	140.00 243.41	0.00
Cav GripIII	0.00	728.75	0.00
6" P.S. COVER STRIP	0.00	345.29	0.00
P. S. CURB WRAP ELASTOFORM 12" - PS - 50'	0.00	348.69 372.80	0.00
6" Russ Strip	0.00	245.90	0.00
6" SEAM TAPE	0.00	146.14	0.00
3" SEAM TAPE	0.00	91.46	0.00
PRIMER LOW VOC EPDM BONDING	0.00	45.79 271.69	0.00
BONDING -90-8-30A	1.00	162.15	162.15
Insulfast SCREWS 7"	0.00	431.19	0.00
LAP SEALANT	2.00	9.93	19.86
WATERCUTOFF MASTIC 1/O	4.00	7.36	29.44
CORNERS	2.00	8.31	16.62
T - JOINT COVERS7X9 PS PIPE SEAL LARGE 1"-6"	4.00	4.83 55.37	19.32 0.00
WALKPADS 30 X 30	0.00	53.78	0.00
PITCH POCKET 6"	0.00	55.39	0.00
POURABLE SEALER - BUCKET	0.00	68.60	0.00
Weathered Membrane Cleaner HP FASTENERS 6"	0.25	124.49 460.63	0.00
2" SEAM PLATES	0.00	261.65	0.00
Fast Adhesive Part A&B	0.00	883.80	0.00
3" Insulation Plates	0.12	236.78	28.41
Term Bar TERM BAR NAILINS	0.00	15.83 229.69	0.00
Misc	0.00	1,500.00	0.00
Warranty	0.00	1,100.00	0.00
CTJ Snap-on Facia	50.00	7.65	382.50
CTJ Coping Scupper/Header	0.00	16.00 500.00	0.00
regulate	0.00	6.75	0.00
Rivets	0.00	87.14	0.00
GUTTER	0.00	8.75	0.00
DOWNSPOUTS Hangers	0.00	7.88 2.00	0.00
Plywood	0.00	40.00	0.00
Lumber	0.00	2.50	0.00
FASTENERS	0.00	275.00	0.00
Copper Sheets 5' Metal Edge	0.00	185.00 3.64	0.00
DMI 4x10 24 ga 2.20 sq ft	0.00	71.60	0.00
DRAIN SUMPS	0.00	450.00	0.00
crane	0.00	800.00	0.00
dumpster Basket Lift	0.00	500.00	0.00
Freight	0.00	250.00	0.00
snow guards	0.00	\$22.00	0.00
TOTAL			\$1,205.18
FLAT LABOR PW FLAT ROOFING LABOR	0.00	\$55.00 \$60.00	\$0.00 \$960.00
PW METAL ROOFING LABOR	0.00	65.00	0.00
TOTAL	0.00		\$960.00
FICA		7.65%	\$73.44
WORKER COMPENSATION OBES UNEMPLOYMENT		5.00% 1.00%	\$48.00 \$9.60
FUTA		0.80%	\$7.68
COMPMANAGMENT FEE		0.15	\$2.40
TOTAL			\$138.72
SALES TAX		0.00%	\$0.00
TOTAL BEFORE OVERHEAD			\$2,303.90
OVERHEAD		0.00%	\$0.00
TOTAL			\$2,303.90
PROFIT		15.00%	\$345.58



June 18, 2025

Brock Rossel SHP Architects 312 Plum St., Suite 700 Cincinnati, OH 45202

Project: 25-020 Fairfield County Work Force Development Interior Alterations

Re: PR #8 - Add Garbage Disposal

Additional Time Required: NA

Mr. Rossel,

This change order request represents the costs associated with Owner requested change to add newgarbage disposal as outlined in attached PR #8. The breakdown for this work is as follows:

#### A. LABOR & FRINGES 1.) 0 days Project Management @ \$185/Day...... \$ 2.) 0 days Supervision @ \$450/Day..... \$ 3.) 0 General Conditions @ \$400/Day.....\$ days PW Carpenter @ \$50.94/Hour.....\$ 4.) 0 hours PW Laborer @ \$46.72/Hour.....\$ 5.) 0 hours **B. PAYROLL TAXES ITEM A** @ 7.65% ......\$ 1.) FICA @ 4.6% .....\$ 2.) OBES 3.) FUTA @ .80% .....\$ 4.) BWC @ 19.1% ......\$ 5.) OTHER @ 6.85% ......\$ C. EQUIPMENT RENTALS 1.) Not applicable.....\$ D. OWNED EQUIPMENT 0 Hours Mini Exc/Bobcat @ \$75.00 per hour.....\$ 1.) 2.) 0 Hours Dump Truck @ \$55.00 per hour.....\$

3.) Misc. Equipment & Small Tools (Not App	olicable)	\$	-	
Breakdown Continued				
E. TRUCKING  1.) Not applicable		\$	-	
F. OVERHEAD  1.) 10% of Items A through E		\$	-	
G. MATERIALS  1.) Not Applicable		\$	-	
H. PROFIT  1.) 10% of Items A through G		\$	<del>.</del>	
I. SUBCONTRACTORS  1.) Pipeworks		\$	755.62	
J. CONTRACTOR MARK-UP ON SUBCONTRACTOR  1.) 10% of Item I	GE		75.56 831.00	
We reserve the right to revise this pricing if not ac Please contact me with any questions.	cepted within 10 ca	lendar	days.	
Sincerely,  John Meegan	Authorize			
John Meegan, AIA Principal Architect/Project Manager	Tim Riffle Field Manager			Date



# **Pipeworks**

q

Gutknecht Construction Co. 845-B Claycraft Rd Gahanna, OH 43230

(614) 532-5410

m.montee@gutknecht.com

ESTIMATE	#114
EXPIRATION DATE	Jul 17, 2025
TOTAL	\$755.62

CONTACT US

3029 Wallace Ct Lancaster, OH 43130

(740) 652-3762

kim@pipeworksofohio.com

# **ESTIMATE**

Services	qly	unit price	amount
Change Order PR #8	1.0	\$0.00	\$0.00
Project 25-020/22-0000S FCWDC-Interior Alterations 4465 Coonpath Road NW Carroll, OH 43112			
Change Order #3 PR #8-Garbage Disposal	1.0	\$0.00	\$0.00
Pipeworks will modify the existing sink drain rough-in height to accommodate the installation of garbage disposals on trunish and install two 1/2hp Insinkerator Badger 5 garbage disposals.	wo sinks. Pip	neworks will	
Labor	1.0	\$452.62	\$452.62

Services subtotal: \$452.62

Materials		qty	unit price	amount
Material		1.0	\$303.00	\$303.00
			Materials subto	otal: \$303.00
	Subtotal			\$755.62

Total \$755.62

Thank you for choosing Pipeworks for your plumbing needs!

# **Purchase Order**

# Carrí L. Brown, PhD, MBA, CGFM

Fairfield County Auditor 210 East Main Street Lancaster, Ohio 43130

Revisions: 001

Fiscal Year 2025

Page: 1 of 1

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

Purchase Order#

25003706 - 01

Delivery must be made within doors of specified destination.

Expiration Date: 12/15/2026

>ENDOR

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GUTKNECHT CONSTRUCTION COMPANY 845-B CLAYCRAFT RD GAHANNA, OH 43230

**COUNTY COMMISSIONERS** 

210 E MAIN ST 3RD FLOOR

LANCASTER, OH 43130

SHIP TO

MAINTENANCE DEPARTMENT 240 BALDWIN DRIVE LANCASTER, OH 43130

VENDOR PHONE N	UMBER VEN	DOR FAX NUMBER	REQUISITION NUMBER	DELIVERY REFERENCE
			4018	
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS	DEPARTMENT/LOCATION
03/28/2025	12318			COMM-MAINTENANCE
NOTES				

PO Requisitioner Name : Staci Knisley

E mail Address: staci.knisley@fairfieldcountyohio.gov

ITEM#	DESCRIPTION / PART #		QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	MODIFIED: Workforce Center Project GL Account: 12343500 - 570000	\$2,102,512.00	1.0	EACH	\$2,102,512.00	\$2,102,512.00
	GL SUMMARY					

12343500 - 570000 \$2,102,512.00

Invoice Date / / / COUNTY AUDITOR'S CERTIFICATE	Invoice Amount \$	To Be paid//	Warrant #
It is hereby certified that the amount \$2 102	2.512.00 required to meet the contract, agreement,	obligation, payment or	

It is hereby certified that the amount \$2,102,512.00 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: 03/28/2025

08/05/2025

Auditor Fairfield County, OH

Purchase Order Total \$2,102,512.00

# Prosecutor's Approval Page

Resolution No.

A resolution for a Change Order #1 to the Contract with Gutknecht Construction and the Fairfield County Commissioners for the Workforce Center

(Fairfield County Facilities)

Approved as to form on 7/30/2025 2:18:54 PM by Steven Darnell,

# Signature Page

Resolution No. 2025-08.05.f

A resolution for a Change Order #1 to the Contract with Gutknecht Construction and the Fairfield County Commissioners for the Workforce Center

(Fairfield County Facilities)

This resolution has not yet been voted on.

# CERTIFICATE OF CLERK

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

2025-08.05.g

A resolution authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and Champion Life House LLC

**WHEREAS,** Fairfield County Job & Family Services, Child Protective Services is requesting the Board of Commissioners approval of a service agreement with Champion Life House LLC, 230 S Hayden Ave., Riverside, OH 45431; and

**WHEREAS**, the purpose of the service agreement is to provide Network Placement and Related Services for children who are in the care and custody of the Agency; and

**WHEREAS,** this agreement shall be effective May 1<sup>st</sup>, 2025 through April 30th, 2026; and

**WHEREAS,** a purchase order encumbering the funds for the services was acquired; and

**WHEREAS**, the Prosecuting Attorney has approved the agreement as to form.

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

**Section 1.** That the Fairfield County Board of Commissioners hereby approves the attached Network Placement Service Agreement for Champion Life House, LLC.

Prepared by: Michele White

cc: JFS / Program Contract Specialist

# **Purchase Order**

# Carrí L. Brown, PhD, MBA, CGFM

Fairfield County Auditor 210 East Main Street Lancaster, Ohio 43130

Revisions: 001

Fiscal Year 2025

Page: 1 of 1

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

Purchase Order #

25004952 - 01

Delivery must be made within doors of specified destination.

Expiration Date: 12/15/2025

VENDOR

В

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LEILA CHAMPION CHAMPION LIFE HOUSE 230 S HAYDEN AVE DAYTON, OH 45431

JOB & FAMILY SERVICES

239 W MAIN STREET

Phone: 740-652-7889

LANCASTER, OH 43130

ı P 0

JOB & FAMILY SERVICES 239 W MAIN STREET LANCASTER, OH 43130 Phone: 740-652-7889

VENDOR PHONE N	UMBER VEN	DOR FAX NUMBER	REQUISITION NUMBER	DELIVERY REFERENCE
			5430	
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS	DEPARTMENT/LOCATION
06/17/2025	19044			JOB & FAMILY SERVICES
NOTES				

#### **BOARD AND CARE**

The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading

ITEM#	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	MODIFIED: BOARD AND CARE	1.0	EACH	\$9,801.00	\$9,801.00

#### COUNTY AUDITOR'S CERTIFICATE

08/05/2025

It is hereby certified that the amount \$9,801.00 required to meet the contract, agreement, obligation, payment or expenditure, for the above, has been lawfully appropriated, authorized or directed for such purpose and is in the County Treasury or in process of collection to the credit of the submitted Fund(s) free from any obligation or certification now outstanding.

Date: 06/17/2025

	Total Ext. Price	\$9,801.00
	Total Sales Tax	\$0.00
	Total Freight	\$0.00
	Total Discount	\$0.00
	Total Credit	\$0.00

Purchase Order Total \$9,801.00

# Keith Faber Ohio Auditor

# Certified Search for Unresolved Findings for Recovery



Office of Auditor of State 88 East Broad Street Post Office Box 1140 Columbus, OH 43216-1140

> (614) 466-4514 (800) 282-0370

Auditor of State - Unresolved Findings for Recovery Certified Search

I have searched The Auditor of State's unresolved findings for recovery database using the following criteria:

#### **Contractor's Information:**

Name: ,

Organization: Champion Life House Date: 7/25/2025 12:24:57 PM

This search produced the following list of **9** possible matches:

Name/Organization	Address
Buchanon, Peggy	
Chaney Cement Contractors	4500 Timber Ridge Dr.
Channel Learning Center	759 Lilly Landing Lane
Institute of Charter School Management and Resources	368 South Patterson Boulevard
Richardson, Robert	C/O Jeffrey Hunter, ESQ
Schaefer, Tom	1565 Integrity Drive E.
Schaeffer, Herman	
Schaeffer, Joyce	
Veritas Cesar Chavez Academy	c/o 1812 Central Parkway

The above list represents possible matches for the search criteria you entered. Please note that pursuant to ORC 9.24, only the person (which includes an organization) actually named in the finding for recovery is prohibited from being awarded a contract.

If the person you are searching for appears on this list, it means that the person has one or more findings for recovery and is prohibited from being awarded a contract described in ORC 9.24, unless one of the exceptions in that section apply.

If the person you are searching for does not appear on this list, an initialed copy of this page can serve as documentation of your compliance with ORC 9.24(E).

Please note that pursuant to ORC 9.24, it is the responsibility of the public office to verify that a person to whom it plans to award a contract does not appear in the Auditor of State's database. The Auditor of State's office is not responsible for inaccurate search results caused by user error or other circumstances beyond the Auditor of State's control.

# 01.2018 COST ANALYSIS:

For foster care placement, network providers have Title IV-E reimbursement ceilings, and Fairfield County rates have typically been below the state negotiated ceilings. Historically, the traditional, daily rate is less than \$225.

The review and evaluation of the separate cost elements and proposed profit would include an evaluation of special considerations and special needs, as there are cases which would be reviewed independently based on extraordinary factors. If the rate was more than \$225 per day, it is expected that there would be extraordinary, case specific needs, knowing what we know about the market in our area.

# **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 Goods and/or Services in excess of \$77,250.00—competitively selected via a Request for Proposals, pursuant to R.C. 307.862 Public Improvement contracts—competitively selected pursuant to R.C. 153.08-153.12 D. Architect/Engineer design services for public improvements—selected through the Request for Qualifications process pursuant to R.C. 153.65-153.72 County Road Improvement/Construction—competitively selected pursuant to R.C. 5555.61 The subject matter was exempt from competitive selection for the following reason(s): Under \$77,250.00 1. \_\_\_\_\_ (copy of State Term Contract must be attached) 2. State Term #: ODOT Term #: (See R.C. 5513.01) 3. Professional Services (See the list of exempted occupations/services under R.C. 307.86) 4. 5. Emergency (Follow procedure under ORC 307.86(A)) Sole Source (attach documentation as to why contract is sole source) 6. 7. Other: (cite to authority or explain why matter is exempt from competitive bidding) 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/) Obtained 3 quotes for purchases under \$77,250.00 (as applicable) Purchase Order is included with Agreement Signed this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_, 20\_\_\_\_\_\_ Michele White Proces Contracts 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.\*

Rev. 12-31-24 Eff. 1-1-25 to 12-31-25



08/05/2025

# **Entity Registration Expiration Dates - Fix Coming** *Jul 22, 2025*



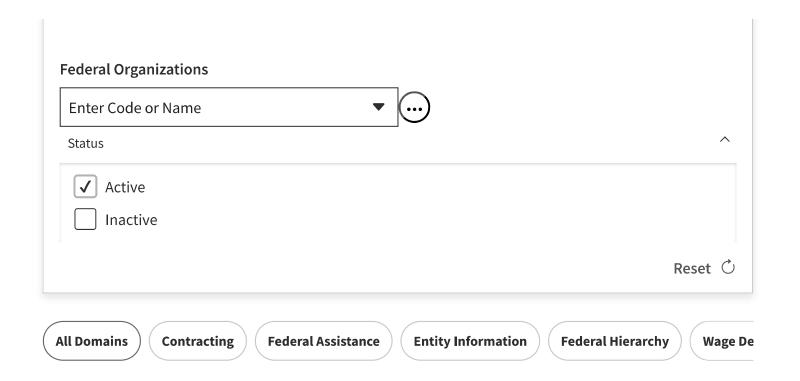
**See All Alerts** 

159

Following the 07/18/2025 SAM.gov Production Release, several Entities that have renewed/updated their registrations have an incorrect expiration date applied to the record. Affected records show an expiration date of 90 days, rather than the customary 365 days.

A fix will be deployed on 07/29/2025. Impacted Entities do not need to take any action. The expiration date will be recalculated as 365 days from the date the update was submitted.

ne Search Data Bank	Data Services Help
rch	All Words e.g. 1606N020Q02
ter By	
eyword Search	yword search, visit our help guide
eyword Search or more information on how to use our key	yword search, visit our help guide  Search Editor



# No matches found

Your search did not return any results.

To view Entity Registrations, Subcontract Reports, Subaward Reports you must sign in.

Sign In

Would you like to include inactive records in your search results?

Yes Go Back



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About This Site	Acquisition.gov
Our Community	USASpending.gov
Release Notes	Grants.gov
System Alerts	More Partners

Policies Customer Service

Terms of Use Help

Privacy Policy Check Entity Status

Restricted Data Use Federal Service Desk

Freedom of Information Act External Resources

Accessibility Contact



# **⚠ WARNING**

This is a U.S. General Services Administration Federal Government computer system that is **"FOR OFFICIAL USE ONLY."** This system is subject to monitoring. Individuals found performing unauthorized activities are subject to disciplinary action including criminal prosecution.

This system contains Controlled Unclassified Information (CUI). All individuals viewing, reproducing or disposing of this information are required to protect it in accordance with 32 CFR Part 2002 and GSA Order CIO 2103.2 CUI Policy.

SAM.gov

An official website of the U.S. General Services Administration

08/05/2025

# Ohio Department of Children and Youth

# AGREEMENT FOR TITLE IV-E AGENCIES AND PROVIDERS FOR THE PROVISION OF CHILD PLACEMENT

This Agreement sets forth the terms and conditions between the parties for placement services for children who are in the care and custody of the Agency named below.

This Agreement is between Fairfield County Department of Job and Family Services, a Title IV-E Agency, hereinafter "Agency", whose address is:

Fairfield County Department of Job and Family Services 239 W Main St Lancaster, OH 43130

and

Champion Life House LLC, hereinafter "Provider", whose address is:

Champion Life House LLC 230 S Hayden Ave Riverside, OH 45431

Collectively the "Parties".

# **Table of Contents**

ARTICLE I. SCOPE OF PLACEMENT SERVICES

Section 1.01 FOR AGREEMENTS COMPETITIVELY PROCURED

Section 1.02 FOR AGREEMENTS NOT COMPETITIVELY PROCURED

Section 1.03 EXHIBITS

ARTICLE II. TERM OF AGREEMENT ARTICLE III. ORDER OF PRECEDENCE

ARTICLE IV. DEFINITIONS GOVERNING THIS AGREEMENT

ARTICLE V. PROVIDER RESPONSIBILITIES ARTICLE VI. AGENCY RESPONSIBILITIES

ARTICLE VII. INVOICING FOR PLACEMENT SERVICES

ARTICLE VIII. REIMBURSEMENT FOR PLACEMENT SERVICES

ARTICLE IX. TERMINATION; BREACH AND DEFAULT

ARTICLE X. RECORDS RETENTION, CONFIDENTIALITY AND DATA SECURITY REQUIREMENTS

ARTICLE XI. PROVIDER ASSURANCES AND CERTIFICATIONS

ARTICLE XII. INDEPENDENT CONTRACTOR

ARTICLE XIII. AUDITS AND OTHER FINANCIAL MATTERS
ARTICLE XIV. GRIEVANCE/DISPUTE RESOLUTION PROCESS

ARTICLE XV. ATTACHMENTS/ADDENDA

ARTICLE XVI. NOTICE

ARTICLE XVII. CONSTRUCTION ARTICLE XVIII. NO ASSURANCES

ARTICLE XIX. CONFLICT OF INTEREST

ARTICLE XX. INSURANCE

ARTICLE XXI. INDEMNIFICATION AND HOLD HARMLESS

ARTICLE XXII. SCREENING AND SELECTION

ARTICLE XXIII. PROHIBITION OF CORPORAL & DEGRADING PUNISHMENT

ARTICLE XXIV. FINDINGS FOR RECOVERY

ARTICLE XXV. PUBLIC RECORDS

ARTICLE XXVI. CHILD SUPPORT ENFORCEMENT

ARTICLE XXVII. DECLARATION OF PROPERTY TAX DELINQUENCY

ARTICLE XXVIII. SUBCONTRACTING AND DELEGATION

ARTICLE XXIX. PROPERTY OF AGENCY

ARTICLE XXX. SEVERABILITY

ARTICLE XXXI. NO ADDITIONAL WAIVER IMPLIED

ARTICLE XXXII. COUNTERPARTS

ARTICLE XXXIII. APPLICABLE LAW AND VENUE

ATTACHMENTS TO THIS AGREEMENT

#### **RECITALS**

WHEREAS, the Agency is responsible under Ohio Revised Code (ORC) Title 51, Chapter <u>5153</u> for the provision of protective services for dependent, neglected, and abused children; and,

WHEREAS, the Agency is authorized under ORC Title 51, Chapter <u>5153.16</u> to provide care and services which it deems to be in the best interest of any child who needs or is likely to need public care and services; and,

WHEREAS, the Provider is an organization duly organized and validly existing and is qualified to do business under the laws in the State of Ohio or in the state where the Provider of services is located and has all requisite legal power and authority to execute this Agreement and to carry out its terms, conditions and provisions; and is licensed, certified or approved to provide services to children and families in accordance with Ohio law or the state where the Provider of services is located.

NOW, THEREFORE, in consideration of the mutual promises and responsibilities set forth herein, the Agency and Provider agree as follows:

#### Article I. SCOPE OF PLACEMENT SERVICES

In addition to the services described in Exhibit I-Scope of Work, Provider agrees to provide and shall provide the placement and related services specified in each Individual Child Care Agreement (ICCA) for children in the care and custody of the Title IV-E Agency. The ICCA shall be consistent with current federal, state and local laws, rules and regulations applicable to the Provider's license or certified functions and services. If an Agreement and ICCA both exist, the Agreement supersedes.

See Attachment 3 for additional details.

# Section 1.01 FOR AGREEMENTS COMPETITIVELY PROCURED

Without limiting the services set forth herein, Provider will provide the Services pursuant to and consistent with the Requests for Proposals (RFP) and the Provider's Proposal submitted in response to the RFP, the Provider agrees to provide and shall provide the placement and related services described in Exhibit I-Scope of Work.

# Section 1.02 FOR AGREEMENTS NOT COMPETITIVELY PROCURED

The Provider agrees to provide and shall provide the placement and related services described in the Exhibit I- Scope of Work.

#### Section 1.03 EXHIBITS

The following exhibits are deemed to be a part of this Agreement as if fully set forth herein:

- A. Exhibit I Scope of Work;
- B. Exhibit II Request for Proposals (if applicable);
- C. Exhibit III Provider's Response to the Request for Proposals (if applicable); and
- D. Exhibit IV Schedule A Rate Information.

# Article II. TERM OF AGREEMENT

This Agreement is in effect from **05/01/2025** through **04/30/2026**, unless this Agreement is suspended or terminated pursuant to Article VIII prior to the termination date.

In addition to the initial term described above, this Agreement may be extended, at the option of the Agency and upon written agreement of the Provider, for \_\_\_\_\_\_ additional, \_\_\_\_\_ year terms not to exceed \_\_\_\_\_ years. Notice of Agency's intention to extend the Agreement shall be provided in writing to Provider no less than 90 calendar days before the expiration of any Agreement term then in effect. (If a previous Request for Proposal [RFP] allows, the Agreement may be extended for a period of time to ensure adequate completion of the Agency's competitive procurement process at the rates existing for the term then in effect.)

# Article III. ORDER OF PRECEDENCE

This Agreement and all Exhibits are intended to supplement and complement each other and shall, where possible, be so interpreted. However, if any provision of this Agreement irreconcilably conflicts with an Exhibit, this Agreement takes precedence over the Exhibit(s).

In the event there is an inconsistency between the Exhibit(s), the inconsistency shall be resolved in the following order:

- A. Exhibit I: Scope of Work; then
- B. Exhibit II: Request for Proposals (if applicable); then
- C. Exhibit III: Provider's Proposals (if applicable); then
- D. Exhibit IV: Title IV-E Schedule A Rate Information.

# Article IV. DEFINITIONS GOVERNING THIS AGREEMENT

The following definitions govern this Agreement:

- A. Agreement means this Agreement, attachments and exhibits thereto.
- B. Material Breach shall mean an act or omission that violates or contravenes an obligation required under the Agreement and which, by itself or together with one or more other breaches, has a negative effect on, or thwarts the purpose of the Agreement as stated herein. A Material Breach shall not include an act or omission, which has a trivial or negligible effect on the quality, quantity, or delivery of the goods and services to be provided under the Agreement.
- C. Child(ren) means any person under eighteen years of age or a mentally or physically handicapped person under twenty-one years of age in the Agency's custody and under the care of the Provider for the provision of placement services.
- D. All other definitions to be resolved through Federal Regulations, Ohio Administrative Code (OAC) 5101:2-1-01 and any related cross-references.
- E. Aftercare Support, as defined, in rule 5101:2-1-01 the Administrative Code, is case management activities performed with or on behalf of a child/family, by the Qualified Residential Treatment Program (QRTP) as part of the required discharge plan developed by the permanency team for a minimum of six months from discharge.

Such activities are to include but are not limited to the following:

- 1. Minimum of monthly contact with child and family (Face-to-Face /Telephonic/Skype/etc.)
- Linkage to community services.
- 3. Follow up with community service.
- 4. Documentation of the monthly contacts in the Residential Treatment Information System (RTIS).

When serving multiple children in the save family, the cost for non-Medicaid Aftercare Supports may be billed for only one child at the same time.

#### Article V. PROVIDER RESPONSIBILITIES

- A. Provider agrees to participate with Agency in the development and implementation of the Case Plan and ICCA including participation in case reviews and / or semi-annual administrative reviews, and the completion of reunification assessments for the children in placement with the Provider. Parties shall make best efforts to share information timely regarding participants and contact information involved with planning efforts related to children and families.
- B. Provider agrees to provide services agreed to in the Case Plan and ICCA (i.e.,transportation of children for routine services, including, but not limited to, court hearings, medical appointments, school therapy, recreational activities, visitations/family visits) unless otherwise negotiated in writing as an attachment to this Agreement. Any disputes involving services or placement will be resolved through mutual-agreement and modification to the ICCA. Provider agrees the Agency is the final authority in the process. The cost of providing these services is to be included in the Agency approved per diem.

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- C. Provider agrees to deliver aftercare support as described in Article IV.
- D. Provider agrees to ensure that any and all persons who may act as alternative caregivers or who have contact with the children are suitable for interaction pursuant to all applicable federal, state and local laws and regulations.
- E. Provider agrees that all caregivers must be approved by the Agency.
- F. Provider agrees to submit a progress report as negotiated by the parties for each child. The progress report will be based on the agreed upon services to be delivered to the child and/or family and will include documentation of services provided to the child and/or discharge summary. If Monthly Progress Reports are not received within 90 calendar days following the month of service provision, payment may be withheld at the Agency's discretion.
  - 1. Monthly Progress Reports shall be submitted by the 20th of the month following the month of service.
  - 2. The Monthly Progress Report will include the following medical related information:
    - a. Service type (i.e. medical, dental, vision, etc.);
    - b. Date(s) of service;
    - c. Reason for visit (i.e. routine, injury, etc.);
    - d. Practitioner name, address and contact number;
    - e. Name of hospital, practice, urgent care, etc.;
    - f. Prescribed medications and dosages;
    - g. Date(s) medication(s) were prescribed or changed; and
    - h. Changes to medications.
- G. Placement changes, emergency or non-emergency, are to only with the approval of the Agency. The following information shall be provided to the Agency for all placement changes: Name, address and phone number of the new foster home or other out-of-home care setting, the license/home study of the new care provider within 24 hours, excluding weekends and holidays.
- H. Provider agrees to notify all Agencies who have children placed in the same caregiver's home/group home/CRC when any child residing in the placement is critically injured or dies in that location. Notification will be made to the Agencies' Child Abuse/Neglect Hotline number or assigned Caseworker immediately.
- I. Notification to the Agency of Emergency Critical Incidents shall occur ASAP but no later than one hour of the Incident becoming known. Notification will be made to the Agency via the Agency's Child Abuse/Neglect Hotline or assigned Caseworker or by other established system. Critical incidents are those incidents defined in the Ohio Administrative Code that are applicable to the licensed or certified programs (DCY 5101:2-7-14, 5101:2-9-23 ODMHAS 5122-30-16, 5122-26-13, OAC 5123-17-02).

Emergency situations include but are not limited to the following:

- Absent Without Leave (AWOL);
- 2. Child Alleging Physical or Sexual Abuse / Neglect;
- 3. Death of Child;
- 4. Illicit drug/alcohol use: Abuse of medication or toxic substance:
- 5. Sudden injury or illness requiring an unplanned medical treatment or visit to the hospital;
- 6. Perpetrator of Delinquent/Criminal Act (Assault, Dangerous Behaviors, Homicidal Behaviors);
- 7. School Expulsion / Suspension (formal action by school);
- 8. Self-Injury (Suicidal Behaviors, Self-Harm Requiring external Medical Treatment, Hospital or ER);
- 9. Victim of assault, neglect, physical or sexual abuse; and
- 10. The filing of any law enforcement report involving the child.
- J. The Provider also agrees to notify the Agency within Twenty-four (24) hours, of any non-emergency situations. Non-emergency situations include but are not limited to the following:
  - 1. When physical restraint is used/applied; and
  - 2. Medication lapses or errors.

Notification will be made to the Agency via the Agency's Child Abuse Neglect Hotline / assigned Caseworker or by other established notification system.

- K. Documentation of the emergency and non-emergency incidents as identified in "I and J" above shall be provided to the Agency via email, fax or other established notification system within 24 hours excluding weekends and holidays.
- L. The Provider agrees to submit each child's assessment and treatment plans as completed but no later than the 30th day of placement. Provider further agrees to provide treatment planning that will include, but is not limited to, education on or off site, preparation for integration into community-based school or vocational/job skills training, community service activities, independent living skills if age 14 or older, monitoring and supporting community adjustment.
- M. The Provider agrees to participate in joint planning with the Agency regarding modification to case plan services. Provider agrees that while the Provider may have input into the development of the child's case plan services and the ICCA, any disputes involving services or placement will be resolved through mutual agreement and modification to the ICCA. Provider agrees the Agency is the final authority in the process.
- N. The Provider shall participate in a Placement Preservation meeting if requested by the Agency prior to issuing a notice of removal of a child. A placement Preservation meeting shall be held within seven (7) business days of said request. Unless otherwise mutually agreed upon a minimum of thirty (30) calendar days' notice shall be given if placement preservation is unable to be achieved. A Discharge Plan Summary shall be provided no later than fifteen (15) calendar days after the date of discharge in accordance with the applicable licensed or certified program (OAC 5101:2-5-17, OAC 5122-30-22, OAC 5122-30-04, OAC 5123:2-3-05).
- O. The Provider shall work in cooperation and collaboration with the Agency to provide information for each child's Lifebook and will fully comply with the provision of <a href="OAC">OAC</a> 5101:2-42-67 as applicable to private Providers. Provider's contribution to the Agency Lifebook for a child shall be for the episode of care with the Provider.
- P. The Provider agrees to provide Independent Living Services as set forth in accordance with OAC 5101:2-42-19 for all children age fourteen (14) and above.
- Q. When applicable, due to the Provider being part of a managed care agreement as defined in OAC 5101:2-1-01, the Provider agrees to visit with the child face-to-face in the foster home, speak privately with the child and to meet with the caregiver at least monthly in accordance with rule OAC 5101:2-42-65 of the Ohio Administrative Code.
- R. The Provider agrees to maintain its licenses and certifications from any source in good standing. The Provider agrees to report to Agency in writing any change in licensure or certification that negatively impacts such standing immediately if the negative action results in a temporary license, suspension of license or termination of license.
- S. Provider agrees that the reasonable and prudent parent standard training required by SEC. 471. [42 U.S.C. 671] of the Social Security Act and in accordance to OAC 5101:2-5-33, OAC 5101:2-9-02 or OAC 5101:2-9-03 has been completed.
- T. The Provider shall notify Agency of any changes in its status, such as intent to merge with another business or to close no later than forty-five (45) business days prior to the occurrence.
- U. The Provider agrees that the Agency shall have access to foster parent home studies and re-certifications for foster parents caring for children in placement, subject to confidentiality considerations. The Provider shall submit to Agency a copy of the current foster home license at the time of placement and recertification. Provider also agrees to notify Agency within twenty-four (24) hours of any change in the status of the foster home license.
- V. When there is a rule violation of a caregiver, a copy of the corrective action plan, if applicable, must be submitted to the Agency when the investigation is complete.
- W. The Provider agrees to notify the Agency of scheduling no less than fourteen (14) calendar days prior to all formal meetings (i.e. FTMs, Treatment Team Meetings, IEPs, etc.).
- X. The Provider agrees to adhere to the following Medical/Medication guidelines:
  - 1. To provide over-the-counter medications and/or supplies as part of the per diem of care;
  - 2. To comply with the medical consent process as identified by Agency;
  - 3. Only the Agency can give permission for the administering or change (addition or elimination) of

- psychotropic medication and its ongoing management; and
- 4. Provide an initial placement medical screening within five working days of child's placement into a placement resource under the Provider's operation and/or oversight.
- Y. To arrange for required health care/medical examinations within time frames required by <u>OAC 5101:2-42-66.1</u> and provide reports from the health care providers to the agency within 30 days of occurrence if the appropriate releases of information have been obtained by the Provider.
- Z. The Network Provider agrees to notify the Agency if placement resource is currently under investigation for license violations or misconduct toward children or other third-party investigation.
- AA. The Provider will immediately notify the Agency:
  - 1. If the Provider is out of compliance with any licensing authority rules or the placement resource is under investigation for license violations or misconduct toward children. Immediately is defined as within one hour of knowledge of the non-compliance issue.
  - 2. Child Abuse/Neglect Hotline or assigned Caseworker of any allegations of abuse or neglect made against the Caregiver within one hour of gaining knowledge of the allegation.
  - 3. Of any corrective action and the result of the correction action plan. The Provider will submit a comprehensive written report to the agency within sixty (60) days of the rule violation.
  - 4. Within twenty-four (24) hours any time there is an event which would impact the placement resource license.

See Attachment 2 for additional details.

#### Article VI. AGENCY RESPONSIBILITIES

- A. Agency certifies that it will comply with the Multiethnic Placement Act, 108 STAT. 3518, as amended by Section 1808 of the Small Business Jobs Protection Act of 1996, 110 STAT. 1755, which prohibits any Agency from denying any person the opportunity to become an adoptive or foster parent on the basis of race, color, national origin, or delaying or denying the placement of a child for adoption or into foster care on the basis of race, color, or national origin of the adoptive or foster parent or of the child involved.
- B. The Agency shall provide to the Provider within thirty (30) calendar days of placement or within a reasonable time thereafter as agreed to by the parties, a copy of each child's social history, medical history, and Medicaid card once obtained by the Agency for new cases, or at time of placement for existing cases. Agency shall make best efforts to share information timely regarding participants and contact information involved with planning efforts related to children and families.
- C. Agency agrees to participate in the development of the treatment plan of each child placed with the Provider.

  The Agency acknowledges that clinical treatment decisions must be recommended by licensed clinical professionals. Agency and Provider acknowledge that disagreement with a treatment decision may be taken through the dispute resolution process contained in Article XIV of this Agreement.
- D. Agency agrees to visit with the child in accordance with rule <a href="OAC 5101:2-42-65">OAC 5101:2-42-65</a> of the Ohio Administrative Code.
- E. Agency agrees to participate in periodic meetings with each child's treatment team for case treatment plan development, review, and revision. The Agency agrees to participate in the development of the treatment plan of each child placed with the Provider by the Agency.
- F. Agency certifies that it will comply with Every Student Succeeds Act (34 CFR part 200) and will work with local school districts in developing individualized plans to address the transportation needed for a child to remain in the school of origin. Agency agrees to arrange for the transfer of each child's school records to the child's new school upon placement but not later than ten (10) business days. The Agency agrees to work with the Provider for the timely enrollment of the child in the receiving school district. The Agency has the final responsibility to obtain the child's school records and to enroll the child in the receiving school district.
- G. The Agency shall provide an opportunity for the Provider to give input in the development, substantive Addendum or modification of case plans. The Agency agrees to notify the Provider of scheduling no less than seven (7)

- calendar days prior to of all formal meetings (e.g. SARs, court hearings, family team conferences, etc.).
- H. The Agency shall participate in a Placement Preservation meeting if requested by the Provider prior to issuing a notice of removal of a child. The Agency shall provide a minimum of thirty (30) calendar days' notice for planned removals, to the Provider for each child who is being terminated from placement with the Provider, unless so ordered by a court of competent jurisdiction.
- I. Agency agrees to provide the Provider with an emergency contact on a twenty-four (24) hour, seven (7) day per week basis.
- J. The Agency represents:
  - 1. It has adequate funds to meet its obligations under this Agreement; subject to the availability of funds as referenced in Article VIII (I);
  - 2. It intends to maintain this Agreement for the full period set forth herein and has no reason to believe that it will not have sufficient funds to enable it to make all payments due hereunder during such period; and
  - 3. It will make its best effort to obtain the appropriation of any necessary funds during the term of this Agreement.
- K. The Agency will provide information about the child being referred for placement in accordance with <a href="OAC">OAC</a> 5101:2-42-90. Prior to a child's placement in alternative care or respite, <a href="OAC">OAC</a> 5101:2-42-90 (D) requires the Agency to share with care givers information that could impact the health, safety, or well-being of the child or others in the home.

#### Article VII. INVOICING FOR PLACEMENT SERVICES

- A. The Provider agrees to submit a monthly invoice following the end of the month in which services were provided. The invoice shall be for services delivered in accordance with Article I of this Agreement and shall include:
  - 1. Provider's name, address, telephone number, email address, fax number if available, federal tax identification number, Title IV-E Provider number, if applicable and Medicaid Provider number, if applicable.
  - 2. Billing date and the billing period.
  - 3. Name of child, date of birth of child, and the child's Ohio Child Welfare Information System (Ohio CWIS) person I.D. number.
  - 4. Admission date and discharge date, if available.
  - 5. Agreed upon per diem for maintenance and the agreed per diem administration; and
  - 6. Invoicing procedures may also include the per diems associated with the following if applicable and agreeable to the Agency and Provider:
    - a. Case Management; allowable administration cost;
    - b. Transportation, allowable maintenance cost;
    - c. Transportation; allowable administration cost;
    - d. Other Direct Services; allowable maintenance cost;
    - e. Behavioral health care; non-reimbursable cost; and
    - f. Other costs (any other cost the Title IV-E Agency has agreed to participate in); non-allowable/non-reimbursable cost.
- B. If Provider is an enrolled provider of Medicaid, Provider shall seek reimbursement for aftercare support provided to children through Medicaid. If a child is an open client with the QRTP the following services or activities may be billed to Medicaid as medically necessary. Aftercare support provided that is not available for Medicaid reimbursement shall be billed to the Agency. If Provider is not enrolled on Medicaid, reimbursement for aftercare support provided shall be billed to the Agency. Aftercare support provided to children who are not enrolled on Medicaid shall be invoiced to the Agency less any private insurance / third-party payor reimbursement obtained by Provider. Rates for aftercare support billed to the Agency shall be consistent with the prevailing Medicaid rate for Community Psychiatric Supportive Treatment (CPST) at the most recent version of which may be found at: Manuals and Rates (ohio.gov). If the parties agree to not use the Medicaid rates, an "Agreement for Title IV-E Agencies for the Provision of Non-Placement Services" will need to be created, and the negotiated rates will be

displayed on the Schedule B.

C. Provider warrants and represents claims made for payment for services provided are for actual services rendered and do not duplicate claims made by Provider to other sources of public funds for the same service.

# Article VIII. REIMBURSEMENT FOR PLACEMENT SERVICES

- A. The maximum amount payable pursuant to this contract is \$500,000.00.
- B. In accordance with Schedule A of this Agreement, the per diem for maintenance and the per diem for administration will be paid for each day the child was in placement. The first day of placement will be paid regardless of the time the child was placed. The last day of placement will not be paid regardless of the time the child left the placement.
- C. In accordance with Schedule A of this Agreement and in addition to Maintenance and Administration, the Agency may agree to pay a per diem for Case Management, Other Direct Services, Transportation Administration, Transportation Maintenance, Behavioral Health Care and Other. All other services and/or fees to be paid for shall be contained in the Attachments/Exhibits of this Agreement.
- D. To the extent that the Provider maintains a foster care network, the agreed upon per diem for maintenance shall be the amount paid directly to the foster parent. Maintenance includes the provision of food, clothing, shelter, daily supervision, graduation expenses, a child's personal incidentals, and liability insurance with respect to the child, reasonable cost of travel to the child's home for visitation and reasonable cost of travel for the child to remain in the school the child was enrolled in at the time of placement. Payment for private Agency staff transporting a child to a home visit or keeping the child in their home school will be paid in accordance with Schedule A (Transportation Maintenance) of this Agreement.
- E. If the plan as determined by the Agency is to return the child to placement with the Provider, the Agency may agree to pay for the days that a child is temporarily absent from the direct care of the Provider, as agreed to by the parties in writing.
- F. The service provider is required to utilize Medicaid-approved healthcare providers in the appropriate managed care network for the provision of mental health, dental and/or medical services (hereafter referred to collectively as "medical services") to children in the custody of Agency. The Service Provider will report applicable Medicaid/insurance information to the healthcare providers and instruct healthcare providers to seek payment from Medicaid or any other available third-party payer for medical services rendered to children in agency custody. Agency will not pay for the provision of any medical services to children in agency custody unless the agency Executive Director or authorized designee has provided specific prior written authorization for such medical services and associated costs.
- G. The Agency agrees to pay the Provider for all services agreed to on Schedule A and in the Attachments/Exhibits to this Agreement, where applicable, that have been provided and documented in the child's case file. Agency shall make best efforts to make payment of undisputed charges within thirty (30) business days of receipt.
- H. In the event of a disagreement regarding payment, Agency shall withhold payment only for that portion of the placement with which it disagrees. Agency will use best efforts to notify the Provider of any invoice discrepancies. Agency and Provider will make every effort to resolve payment discrepancies within 60 calendar days. Payment discrepancies brought to the Agency after 60 days will be reviewed on a case by case basis.
- I. This Agreement is conditioned upon the availability of federal, state, or local funds appropriated or allocated for payment for services provided under the terms and conditions of this Agreement. By sole determination of the Agency, if funds are not sufficiently allocated or available for the provision of the services performed by the Provider hereunder, the Agency reserves the right to exercise one of the following alternatives:
  - 1. Reduce the utilization of the services provided under this Agreement, without change to the terms and conditions of the Agreement; or
  - 2. Issue a notice of intent to terminate the Agreement.

The Agency will notify the Provider at the earliest possible time of such decision. No penalty shall accrue to the Agency in the event either of these provisions is exercised. The Agency shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

Any denial of payment for service(s) rendered may be appealed in writing and will be part of the dispute resolution process contained in Article XIV.

See Attachment 1 for additional details.

# Article IX. TERMINATION; BREACH AND DEFAULT

- A. This Agreement may be terminated for convenience prior to the expiration of the term then in effect by either the Agency or the Provider upon written notification given no less than sixty (60) calendar days in advance by certified mail, return receipt requested, to the last known address of the terminated party shown hereinabove or at such other address as may hereinafter be specified in writing.
- B. If Provider fails to provide the Services as provided in this Agreement for any reason other than Force Majeure, or if Provider otherwise Materially Breaches this Agreement, Agency may consider Provider in default. Agency agrees to give Provider thirty (30) days written notice specifying the nature of the default and its intention to terminate. Provider shall have seven (7) calendar days from receipt of such notice to provide a written plan of action to Agency to cure such default. Agency is required to approve or disapprove such plan within five (5) calendar days of receipt. In the event Provider fails to submit such plan or Agency disapproves such plan, Agency has the option to immediately terminate this Agreement upon written notice to Provider. If Provider fails to cure the default in accordance with an approved plan, then Agency may terminate this Agreement at the end of the thirty (30) day notice period.
- C. Upon of the effective date of the termination, the Provider agrees that it shall cease work on the terminated activities under this Agreement, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report as of the date of discharge of the last child describing the status of all work under this Agreement, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as the Agency may require. The Agency agrees to remove all children in placement immediately with the Provider, consistent with the effective termination date. In all instances of termination, the Provider and Agency agree that they shall work in the best interests of children placed with the Provider to secure alternative placements for all children affected by the termination.
- D. In the event of termination, the Provider shall be entitled to reimbursement, upon submission of an invoice, for the agreed upon per diem incurred prior to the effective termination date. The reimbursement will be calculated by the Agency based on the per diem set forth in Article VIII. The Agency shall receive credit for reimbursement already made when determining the amount owed to the Provider. The Agency is not liable for costs incurred by the Provider after the effective termination date of the discharge of the last child.
- E. Notwithstanding the above, Agency may immediately terminate this Agreement upon delivery of a written notice of termination to the Provider under the following circumstances:
  - 1. Improper or inappropriate activities;
  - 2. Loss of required licenses;
  - 3. Actions, inactions or behaviors that may result in harm, injury or neglect of a child;
  - 4. Unethical business practices or procedures; and
  - 5. Any other event that Agency deems harmful to the well-being of a child; or
  - 6. Loss of funding as set forth in Article VIII.
- F. If the Agreement is terminated by Agency due to breach or default of any of the provisions, obligations, or duties embodied contained therein by the Provider, Agency may exercise any administrative, agreement, equitable, or legal remedies available, without limitation. Any extension of the time periods set forth above shall not be construed as a waiver of any rights or remedies the Agency may have under this Agreement.
- G. In the event of termination under this ARTICLE, both the Provider and the placing Agency shall make good faith efforts to minimize adverse effect on children resulting from the termination of the Agreement.

#### Article X. RECORDS RETENTION, CONFIDENTIALITY AND DATA SECURITY REQUIREMENTS

- A. The Provider agrees that all records, documents, writings or other information, including, but not limited to, financial records, census records, client records and documentation of legal compliance with Ohio Administrative Code rules, produced by the Provider under this Agreement, and all records, documents, writings or other information, including but not limited to financial, census and client used by the Provider in the performance of this Agreement are treated according to the following terms:
  - 1. All records relating to costs, work performed and supporting documentation for invoices submitted to the Agency by the Provider along with copies of all Deliverables, as defined in Article XXIX, submitted to the Agency pursuant to this Agreement will be retained for a minimum of three (3) years after reimbursement for services rendered under this Agreement.
  - 2. If an audit, litigation, or other action is initiated during the time period of the Agreement, the Provider shall retain such records until the action is concluded and all issues resolved or three (3) years have expired, whichever is later.
  - 3. All records referred to in Section A 1) of this Article shall be available for inspection and audit by the Agency or other relevant agents of the State of Ohio (including, but not limited to, the County Prosecutor, the Ohio Department of Children and Youth (DCY), the Auditor of the State of Ohio, the Inspector General of Ohio, or any duly authorized law enforcement officials), and the United States Department of Health and Human Services within a reasonable period of time.
- B. The Provider agrees to keep all financial records in a manner consistent with Generally Accepted Accounting Principles.
- C. The Provider agrees to comply with all federal and state laws applicable to the Agency and the confidentiality of children and families. Provider understands access to the identities of any Agency's child and families shall only be as necessary for the purpose of performing its responsibilities under this Agreement. No identifying information on child(ren) served will be released for research or other publication without the express written consent of the Agency. Provider agrees that the use or disclosure of information concerning the child for any purpose not directly related to the administration of this Agreement is prohibited. Provider shall ensure all the children's and families' documentation is protected and maintained in a secure and safe manner.
- D. The Provider agrees to comply with all applicable state and federal laws related to the confidentiality and transmission of medical records, including, but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- E. Although information about, and generated under, this Agreement may fall within the public domain, the Provider shall not release information about, or related to, this Agreement to the general public or media verbally, in writing, or by any electronic means without prior approval from the Agency, unless the Provider is required to release requested information by law. Agency reserves the right to announce to the general public and media: award of the Agreement, Agreement terms and conditions, scope of work under the Agreement, Deliverables, as defined in Article XXIX, and results obtained under the Agreement. Except where Agency approval has been granted in advance, the Provider shall not seek to publicize and will not respond to unsolicited media queries requesting: announcement of Agreement award, Agreement terms and conditions, Agreement scope of work, government-furnished documents the Agency may provide to the Provider to fulfill the Agreement scope of work, Deliverables required under the Agreement, results obtained under the Agreement, and impact of Agreement activities.
- F. If contacted by the media about this Agreement, the Provider agrees to notify the Agency in lieu of responding immediately to media queries. Nothing in this section is meant to restrict the Provider from using Agreement information and results to market to specific business prospects.
- G. Client data must be protected and maintained in a secure and safe manner whether located in Provider's facilities, stored in the Cloud, or used on mobile devices outside Provider's facility. Security of Provider's network, data storage, and mobile devices must conform to generally recognized industry standards and best practices. Maintenance of a secure processing environment includes, but is not limited to, network firewall provisioning, intrusion detection, antivirus protection, regular third-party vulnerability assessments, and the timely application of patches, fixes and updates to operating systems and applications.

- H. Provider agrees that it has implemented and shall maintain during the term of this Agreement the highest standard of administrative, technical, and physical safeguards and controls to:
  - 1. Ensure the security and confidentiality of data:
  - 2. Protect against any anticipated security threats or hazards to the security or integrity of data; and
  - 3. Protect against unauthorized access to or use of data. Such measures shall include at a minimum:
    - Access controls on information systems, including controls to authenticate and permit access to data only to authorized individuals and controls to prevent Provider employees from providing data to unauthorized individuals who may seek to obtain this information (whether through fraudulent means or otherwise);
    - b. Firewall protection;
    - c. Encryption of electronic data while in transit from Provider networks to external networks;
    - d. Measures to store in a secure fashion all data which shall include multiple levels of authentication;
    - e. Measures to ensure that data shall not be altered or corrupted without the prior written consent of the Agency;
    - f. Measures to protect against destruction, loss or damage of data due to potential environmental hazards, such as fire and water damage.
- I. Immediately upon discovery of a confirmed or suspected breach involving data, Provider will notify Agency no later than twenty-four (24) hours after Provider knows or reasonably suspects a breach has or may have occurred. Provider shall promptly take all appropriate or legally required corrective actions and shall cooperate fully with the Agency in all reasonable and lawful efforts to prevent, mitigate or rectify such data breach. In the event of a suspected breach, Provider shall keep the Agency informed of the progress of its investigation until the uncertainty is resolved.
- J. In the event the Provider does not carry the appropriate cyber security insurance to cover a security breach, the Provider shall reimburse the Agency for actual costs incurred, including, but not limited to, providing clients affected by a security breach with notice of the breach, and/or complimentary access for credit monitoring services, which the Agency deems necessary to protect such affected client.
- K. In the event the Provider discontinues operation, all child records for residential or any other placement settings shall be provided to the custodial agency.

# Article XI. PROVIDER ASSURANCES AND CERTIFICATIONS

#### Provider shall comply with all of the following including but not limited to:

- A. As applicable to the Provider's license and/or certification, the Provider certifies compliance with ORC 2151.86, ORC 5103.0328, ORC 5103.0319 and applicable OAC Sections as defined in Article XXII of this Agreement concerning criminal record checks, arrests, convictions and guilty pleas relative to foster caregivers, employees, volunteers and interns who are involved in the care for a child. Provider is responsible for any penalties, financial or otherwise, that may accrue because of noncompliance with this provision.
- B. To the extent that the Provider maintains a residential center or group home, the Provider agrees to comply with the provisions of their licensing Agency that relates to the operation, safety and maintenance of residential facilities. Specifically, Provider agrees that no firearm or other projectile weapon and no ammunition for such weapons will be kept on the premises.
- C. Provider certifies compliance with Drug Free Work Place Requirements as outlined in 45 C.F.R. Part 76, Subpart F.
- D. Provider certifies compliance with 45 C.F.R. Part 80, Non-Discrimination under programs receiving Federal assistance through the Department of Health and Human Services effectuation of Title VI of the Civil Rights Act of 1964.
- E. Provider certifies compliance with 45 C.F.R. Part 84, Non-Discrimination on the Basis of Handicap in Programs or Activities Receiving Federal Assistance.

- F. Provider certifies compliance 45 C.F.R. Part 90, Non-Discrimination on the Basis of Age in Programs or Activities Receiving Federal Assistance.
- G. Provider certifies compliance with the American with Disabilities Act. Public Law 101-336.
- H. Provider certifies that it will:
  - 1. Provide a copy of its license(s), certification, accreditation or a letter extending an expiring license, certification, or accreditation from the issuer to the Agency prior to the signing of the Agreement.
  - 2. Maintain its license(s), certification, accreditation and that upon receipt of the renewal of its license, certification, and/or accreditation or upon receipt of a letter extending an expiring license, certification, and/or accreditation from the issuer, a copy of the license, certification and/or accreditation will be provided to the Agency within five (5) business days.
  - 3. Provider shall immediately notify the Agency of any action, modification or issue relating to said licensure, accreditation or certification.
- I. Provider certifies that it will not deny or delay services to eligible persons because of the person's race, color, religion, national origin, gender, orientation, disability, or age.
- J. The Provider certifies that it is in compliance with all applicable federal and State laws and regulations governing fair labor and employment practices.
- K. Provider further agrees to comply with OAC 5101:9-2-01 and OAC 5101:9-2-05(A)(4), as applicable, which require that assure that persons with limited English proficiency (LEP) can meaningfully access services. To the extent Provider provides assistance to an LEP Child through the use of an oral or written translator or interpretation services in compliance with this requirement, the LEP Child shall not be required to pay for such assistance.
- L. To the extent applicable, the Provider certifies compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h) Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 C.F.R. Part 15).
- M. The Provider certifies compliance, where applicable, with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
- N. The Provider certifies that all approvals, licenses, or other qualifications necessary to conduct business in Ohio have been obtained and are current.
- O. Provider shall comply with the Small Business Job Protection Act (Public Law ("P.L.") 104-188), the Multiethnic Placement Act of 1994 (P.L. 103-382), Titles IV-B (42 U.S.C. 620 et seq.) and IV-E (42 U.S.C. 670 et seq.) of the Social Security Act ("the Act"), the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (P.L. 104-193), Section 471(a) of Title IV-E of the Act (42 U.S.C. 671(a)), and 45 C.F.R. 1356, including all rules, regulations and guidelines issued by federal and state authorities, OAC 5101:9-4-07 and OAC 5101:2-47-23.1.

# Article XII. INDEPENDENT CONTRACTOR

- A. The Provider and the Agency agree that no employment, joint venture, or partnership has been or will be created between the parties hereto pursuant to the terms and conditions of this Agreement.
- B. The Provider and the Agency agree that the Provider is an independent contractor and assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers' compensation, unemployment compensation, and insurance premiums which may accrue as a result of compensation received for services or Deliverables rendered hereunder.
- C. The Provider and the Agency agree that no person and/or entities entering into this Agreement, nor any individual employed by any person or entity entering in to this Agreement, are public employees for purposes of contributions to Ohio Public Employees Retirement system by virtue of any work performed or services rendered in accordance with this Agreement.

#### Article XIII. AUDITS AND OTHER FINANCIAL MATTERS

- A. Provider agrees to submit to Agency a copy of the independent audit it receives in accordance with <a href="ORC">ORC</a> 5103.0323.
- B. Upon request from the Agency, Provider shall submit a copy of the most recent Federal income tax return and related schedules filed with the Internal Revenue Service (IRS).
- C. If Provider participates in the Title IV-E program, Provider agrees to timely file its Title IV-E cost report with all required items as outlined in <u>OAC 5101:2-47-26.2</u> to DCY. Provider agrees that in the event a cost report cannot be timely filed, an extension shall be requested prior to the December 31st filing deadline.
- D. If a Provider participates in the Title IV-E program, an Agreed Upon Procedures engagement must be conducted by a certified public accountant for the Provider's cost report in accordance with <a href="OAC 5101:2-47-26.2">OAC 5101:2-47-26.2</a>. The procedures are conducted to verify the accuracy of costs used to establish reimbursement ceilings for maintenance and administration costs of child in care. Any overpayments or underpayment of federal funds to the Title IV-E Agency due to adjustments of cost report reimbursement ceiling amounts as a result of an audit, shall be resolved in accordance with ORC 5101.11, ORC 5101.14, and OAC 5101:2-47-01.
- E. Upon request from the Agency, the Provider shall submit a copy of the DCY 02911 and Agreed Upon Procedures.
- F. For financial reporting purposes and for Title IV-E cost reporting purposes, Provider agrees to follow the cost principles set forth in the following OAC Sections and publications:
  - 1. OAC 5101:2-47-11: "Reimbursement for Title IV-E foster care maintenance (FCM) costs for children's residential centers (CRC), group homes, maternity homes, residential parenting facilities, private foster homes, and substance use disorder (SUD) residential facilities".
  - 2. OAC 5101:2-47-26.1: "Public child services agencies (PCSA), private child placing agencies (PCPA), private noncustodial agencies (PNA), residential care facilities, substance use disorder (SUD) residential facilities: Title IV-E cost report filing requirements, record retention requirements, and related party disclosure requirements";
  - 3. OAC 5101:2-47-26.2: "Cost Report Agreed Upon Procedures Engagement".
  - 4. DCY 02911 Single Cost Report Instructions.
  - 5. For Private Agencies: 2 CFR part 230, Cost Principles for Non-Profit Organizations.
  - 6. For Public Agencies: 2 CFR part 225, Cost Principles for State, Local and Indian Tribal Government.
  - 7. 2 CFR part 200.501, Audit Requirements.

#### Article XIV. GRIEVANCE/DISPUTE RESOLUTION PROCESS

In the event that a dispute arises under the provisions of this Agreement, the parties shall follow the procedures set forth below:

- 1. The party complaining of a dispute shall provide written notice of the nature of the dispute to the other party to this Agreement. A copy of the notice shall be sent to the Director or designee of the Agency and to the Executive Director or designee of the Provider. Within ten (10) business days of receiving the notice of a dispute, the parties involved in the dispute between the Agency and the Provider shall attempt to resolve the dispute.
- 2. If the parties are unable to resolve the dispute in (1 business day), the highest official or designee of the Agency shall make the final determination within twenty (20) business days, which will be non-binding.
- 3. Neither party will be deemed to have waived any other rights or remedies available to them by initiating, participating in or completing this process.

#### Article XV. ATTACHMENTS/ADDENDA

This Agreement, Attachments, and all Exhibits hereto constitutes the entire Agreement and may be amended only with a written Addendum signed by both parties; however, it is agreed by the parties that any Addenda to laws or regulations cited herein will result in the correlative modification of this Agreement, without the necessity for executing written Addenda. The impact of any applicable law, statute, or regulation not cited herein and enacted after the date of

execution of this Agreement will be incorporated into this Agreement by written Addendum signed by both parties and effective as of the date of enactment of the law, statute, or regulation. Any other written Addendum to this Agreement is prospective in nature.

#### Article XVI. NOTICE

Unless otherwise set forth herein, all notices, requests, demands and other communications pertaining to this Agreement shall be in writing and shall be deemed to have been duly given if delivered or mailed by certified or registered mail, postage pre-paid:

if to Agency, to Fairfield County Department of Job and Family Services

239 W Main St Lancaster, OH 43130

if to Provider, to Champion Life House LLC

230 S Hayden Ave Riverside, OH 45431

#### Article XVII. CONSTRUCTION

This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Ohio. Should any portion of this Agreement be found to be unenforceable by operation of statute or by administrative or judicial decision, the operation of the balance of this Agreement is not affected thereby; provided, however, the absence of the illegal provision does not render the performance of the remainder of the Agreement impossible.

#### Article XVIII. NO ASSURANCES

- A. Provider acknowledges that, by entering into this Agreement, Agency is not making any guarantees or other assurances as to the extent, if any, that Agency shall utilize Provider's services or purchase its goods. In this same regard, this Agreement in no way precludes, prevents, or restricts Provider from obtaining and working under additional arrangement(s) with other parties, assuming the work in no way impedes Provider's ability to perform the services required under this Agreement. Provider warrants that at the time of entering into this Agreement, it has no interest in nor shall it acquire any interest, direct or indirect, in any Agreement that will impede its ability to provide the goods or perform the services under this Agreement.
- B. This Agreement, Attachments, and all Exhibits embodies the entire agreement of the Parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations or Agreements, either written or oral, between the parties to this Agreement. Also, this Agreement shall not be modified in any manner except by an instrument, in writing, executed by both the parties.

#### Article XIX. CONFLICT OF INTEREST

- A. Provider agrees that the Provider, its officers, members and employees currently have no, nor will they acquire any interest, whether personal, professional, direct or indirect, which is incompatible, in conflict with or which would compromise the discharge and fulfillment of Provider's functions, duties and responsibilities hereunder. If the Provider, or any of its officers, members or employees acquire any incompatible, conflicting, or compromising personal or professional interest, the Provider shall immediately disclose, in writing, such interest to the Agency. If any such conflict of interest develops, the Provider agrees that the person with the incompatible, conflicting, or compromising personal or professional interest will not participate in any activities related to this Agreement.
- B. Provider agrees: (1) to refrain from promising or giving to Agency employees anything of value to manifest improper influence upon the employee; (2) to refrain from conflicts of interest; and, (3) to certify that Provider complies with ORC 102.03, ORC 102.04, ORC 2921.42, ORC 2921.43.
- C. The Provider further agrees that there is no financial interest involved on the part of the Agency or the respective

county authority(ies) governing the agency. The Provider has no knowledge of any situation which would be a conflict of interest. It is understood that a conflict of interest occurs when an Agency employee or county official will gain financially or receive personal favors as a result of signing or implementation of this agreement. The Provider will report the discovery of any potential conflict of interest to the Agency. Should a conflict of interest be discovered during the term of this agreement, the Agency may exercise any right under the agreement, including termination of the agreement.

# Article XX. INSURANCE

The Provider shall purchase and maintain for the term of this Agreement insurance of the types and amounts identified herein. Maintenance of the proper insurance for the duration of the Agreement is a material element of the Agreement.

Provider agrees to procure and maintain for the term of this Agreement the insurance set forth herein. The cost of all insurance shall be borne by Provider. Insurance shall be purchased from a company licensed to provide insurance in Ohio. Insurance is to be placed with an insurer provided an A.M. Best rating of no less than A-. Provider shall purchase the following coverage and minimum limits:

- A. Commercial general liability insurance policy with coverage contained in the most current Insurance Services Office Occurrence Form CG 00 01 or equivalent with limits of at least One Million Dollars (\$1,000,000.00) per occurrence and One Million Dollars (\$1,000,000.00) in the aggregate and at least One Hundred Thousand Dollars (\$100,000.00) coverage in legal liability fire damage. Coverage will include:
  - 1. Additional insured endorsement;
  - 2. Product liability;
  - 3. Blanket contractual liability;
  - Broad form property damage;
  - 5. Severability of interests;
  - 6. Personal injury; and
  - 7. Joint venture as named insured (if applicable).

Endorsements for physical abuse claims and for sexual molestation claims must be a minimum of Three Hundred Thousand Dollars (\$300,000.00) per occurrence and Three Hundred Thousand Dollars (\$300,000.00) in the aggregate.

- B. Business auto liability insurance of at least One Million Dollars (\$1,000,000.00) combined single limit, on all owned, non-owned, leased and hired automobiles. If the Agreement contemplates the transportation of the users of County services (such as but not limited to Agency consumers), "Consumers" and Provider provides this service through the use of its employees' privately owned vehicles "POV", then the Provider's Business Auto Liability insurance shall sit excess to the employees "POV" insurance and provide coverage above its employee's "POV" coverage. Provider agrees the business auto liability policy will be endorsed to provide this coverage.
- C. Professional liability (errors and omission) insurance of at least One Million Dollars (\$1,000,000.00) per claim and in the aggregate.
- D. Umbrella and excess liability insurance policy with limits of at least One Million Dollars (\$1,000,000.00) per occurrence and in the aggregate, above the commercial general and business auto primary policies and containing the following coverage:
  - Additional insured endorsement;
  - 2. Pay on behalf of wording;
  - 3. Concurrency of effective dates with primary;
  - Blanket contractual liability;
  - 5. Punitive damages coverage (where not prohibited by law);
  - 6. Aggregates: apply where applicable in primary;
  - 7. Care, custody and control follow form primary; and
  - 8. Drop down feature.

The amounts of insurance required in this section for General Liability, Business Auto Liability and Umbrella/Excess Liability may be satisfied by Provider purchasing coverage for the limits specified or by any combination of underlying and umbrella limits, so long as the total amount of insurance is not less than the limits specified in General Liability, Business Auto Liability and Umbrella/Excess Liability when added together.

- E. Workers' Compensation insurance at the statutory limits required by ORC.
- F. The Provider further agrees with the following provisions:
  - 1. All policies, except workers' compensation and professional liability, will endorse as additional insured the Board of County Commissioners, and Agency and their respective officials, employees, agents, and volunteers, including their Board of Trustees if applicable. The additional insured endorsement shall be on an ACORD or ISO form.
  - 2. The insurance endorsement forms and the certificate of insurance forms will be sent to the Agency Director or Designee. The forms must state the following: "Board of County Commissioners, and Agency and their respective officials, employees, agents, and volunteers are endorsed as additional insured as required by agreement on the commercial general, business auto and umbrella/excess liability policies."
  - 3. Each policy required by this clause shall be endorsed to state that coverage shall not be canceled or materially changed except after thirty (30) calendar days prior written notice given to the Agency Director or Designee.
  - 4. Provider shall furnish the Agency with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received by the Agency before the Agreement commences. The Agency reserves the right at any time to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.
  - 5. Failure of the Agency to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the Agency to identify a deficiency from evidence provided shall not be construed as a waiver of Provider's obligation to maintain such insurance.
  - 6. Provider shall declare any self-insured retention to the Agency pertaining to liability insurance. Provider shall provide a financial guarantee satisfactory to the Agency guaranteeing payment of losses and related investigations, claims administration and defense expenses for any self-insured retention.
  - 7. If Provider provides insurance coverage under a "claims-made" basis, Provider shall provide evidence of either of the following for each type of insurance which is provided on a claims-made basis: unlimited extended reporting period coverage, which allows for an unlimited period of time to report claims from incidents that occurred after the policy's retroactive date and before the end of the policy period (tail coverage), or; continuous coverage from the original retroactive date of coverage. The original retroactive date of coverage means original effective date of the first claim-made policy issued for a similar coverage while Provider was under Agreement with the County on behalf of the Agency.
  - 8. Provider will require all insurance policies in any way related to the work and secured and maintained by Provider to include endorsements stating each underwriter will waive all rights of recovery, under subrogation or otherwise, against the County and the Agency. Provider will require of subcontractors, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section.
  - 9. Provider, the County, and the Agency agree to fully cooperate, participate, and comply with all reasonable requirements and recommendations of the insurers and insurance brokers issuing or arranging for issuance of the policies required here, in all areas of safety, insurance program administration, claim reporting and investigating and audit procedures.
  - 10. Provider's insurance coverage shall be primary insurance with respect to the County, the Agency, their respective officials, employees, agents, and volunteers. Any insurance maintained by the County or the Agency shall be excess of Provider's insurance and shall not contribute to it.
  - 11. If any of the work or Services contemplated by this Agreement is subcontractors, Provider will ensure that any subcontractors comply with all insurance requirements contained herein.
  - 12. If the Agreement provider is a government entity, insurance requirements will be fulfilled under the County Risk Sharing Authority (CORSA).

#### Article XXI. INDEMNIFICATION & HOLD HARMLESS

- A. To the fullest extent permitted by, and in compliance with, applicable law, Provider agrees to protect, defend, indemnify and hold harmless the Agency and the Board of County Commissioners, their respective members, officials, employees, agents, and volunteers (the "Indemnified Parties") from and against all damages, liability, losses, claims, suits, actions, administrative proceedings, regulatory proceedings/hearings, judgments and expenses, subrogation (of any party involved in the subject of this Agreement), attorneys' fees, court costs, defense costs or other injury or damage (collectively "Damages"), whether actual, alleged or threatened, resulting from injury or damages of any kind whatsoever to any business, entity or person (including death), or damage to property (including destruction, loss of, loss of use of resulting without injury damage or destruction) of whatsoever nature, arising out of or incident to in any way, the performance of the terms of this Agreement including, without limitation, by Provider, its subcontractor(s), Provider's or its subcontractor(s') employees, agents, assigns, and those designated by Provider to perform the work or services encompassed by the Agreement. Provider agrees to pay all damages, costs and expenses of the Indemnified Parties in defending any action arising out of the aforementioned acts or omissions.
- B. Each Party agrees to be responsible for any personal injury or property damage caused solely by its negligent acts or omissions as determined by a court of competent jurisdiction, or as the parties may otherwise mutually agree in writing.
- C. This Article is not applicable to Agreements between governmental entities.

#### Article XXII. SCREENING AND SELECTION

#### A. Criminal Record Check

- 1. Provider warrants and represents it will comply with Article X as it relates to criminal record checks. Provider shall insure that every individual subject to a Bureau of Criminal Investigation (BCI) criminal records check will sign a release of information to allow inspection and audit of the above criminal records transcripts or reports by the Agency or a private vendor hired by the Agency to conduct compliance reviews on their behalf.
- 2. Provider shall not assign any individual to work with or transport children until a BCI report and a criminal record transcript has been obtained.
- 3. Except as provided in Section C below, Provider shall not utilize an employee, foster caregiver or all of the above who has been convicted or plead guilty to any violations contained in ORC 5153.111(B)(1), ORC 2919.24, and ORC 2151.86, and OAC Chapters 5101:2-5, 5101:2-7, 5101:2-9, 5101:2-48.
- 4. Provider agrees to be financially responsible for any of the following requirements in <u>OAC Chapters</u> 5101:2-5, 5101:2-7, 5101:2-9 and 5101:2-48 resulting in financial penalty due to lack of compliance with the criminal records checks.

# B. Transportation of Child

- 1. The caregiver shall ensure the transportation of children in care will be reliable, legal and safe transportation with safety restraints, as appropriate for the child, and must be in compliance with applicable local, state and Federal transportation laws:
  - a. Maintenance of a current valid driver's license and vehicle insurance.
  - b. All children being transported by Provider must follow Ohio's Child Passenger Safety Law as defined in ORC 4511.81.
  - c. No child that is a passenger and is required to have a seat restraint can be transported by said provider until these requirements are met.
- 2. In addition to the requirements set forth above, Provider shall not permit any individual to transport a Child if:
  - a. The individual has a condition which would affect safe operation of a motor vehicle;
  - b. The individual has six (6) or more points on his/her driver's license; or
  - c. The individual has been convicted of, or pleaded guilty to, a violation of section <u>4511.19</u> (Operating

vehicle under the influence of alcohol or drugs – OVI or OVUAC) of the Revised Code if the individual previously was convicted of or plead guilty to two or more violations within the three years immediately preceding the current violation.

#### C. Rehabilitation

- 1. Notwithstanding the above, Provider may make a request to the Agency to utilize an individual if Provider believes the individual has met the rehabilitative standards of OAC 5101:2-07-02(I) as follows:
  - a. If the Provider is seeking rehabilitation for a foster caregiver, a foster care applicant or other resident of the foster caregiver's household, Provider must provide written verification that the rehabilitation standards of OAC 5101:2-7-02 have been met.
  - b. If the Provider is seeking rehabilitation for any other individual serving Agency children, Provider must provide written verification from the individual that the rehabilitative conditions in accordance with OAC 5101:2-5-09 have been met.
- 2. The Agency shall review the facts presented and may allow the individual to work with, volunteer with or transport Agency children on a case-by-case basis. It is the Agency's sole discretion to permit a rehabilitated individual to work with, volunteer with or transport children.
- D. Verification of Job or Volunteer Application:

Provider shall check and document each applicant's personal and employment references, general work history, relevant experience, and training information. Provider further agrees it will not employ an individual in relation to this Agreement unless it has received satisfactory employment references, work history, relevant experience, and training information.

#### Article XXIII. PROHIBITION OF CORPORAL & DEGRADING PUNISHMENT

Agency prohibits the use of corporal or degrading punishment against children served by Agency and must comply with requirements in OAC 5101:2-7-09, OAC 5101:2-9-21, and OAC 5101:2-9-22

#### Article XXIV. FINDINGS FOR RECOVERY

ORC 9.24 prohibits public agencies from awarding an Agreement for goods, services, or construction paid for in whole or in part from federal, state and local funds, to an entity against whom a finding for recovery has been issued if the finding is unresolved. By entering into this Agreement, Provider warrants and represents that they do not have an unresolved finding for recovery. Provider shall notify the Agency within ten (10) business days of its notification should the Provider be issued such finding by the Auditor of the State.

#### Article XXV. PUBLIC RECORDS

This Agreement is a matter of public record under the Ohio public records law. By entering into this Agreement, Provider acknowledges and understands that records maintained by Provider pursuant to this Agreement may also be deemed public records and subject to disclosure under Ohio law. Upon request made pursuant to Ohio law, the Agency shall make available the Agreement and all public records generated as a result of this Agreement.

#### Article XXVI. CHILD SUPPORT ENFORCEMENT

Provider agrees to cooperate with ODJFS and any Ohio Child Support Enforcement Agency ("CSEA") in ensuring Provider and Provider's employees meet child support obligations established under state or federal law. Further, by executing this Agreement, Provider certifies present and future compliance with any court or valid administrative order for the withholding of support which is issued pursuant to the applicable sections in ORC Chapters 3119, 3121, 3123, and 3125.

# Article XXVII. DECLARATION OF PROPERTY TAX DELINQUENCY

After award of an Agreement, and prior to the time the Agreement is entered into, the successful Provider shall submit a statement in accordance with ORC 5719.042. Such statement shall affirm under oath that the person with whom the Agreement is to be made was not charged at the time the bid was submitted with any delinquent personal property taxes on the general tax list of personal property of any county in which the taxing district has territory, or that such person was charged with delinquent personal property taxes on any such tax list, in which case the statement shall also set forth the amount of such due and unpaid delinquent taxes any due and unpaid penalties and interest thereon. If the statement indicates that the taxpayer was charged with any such taxes, a copy of the statement shall be transmitted by the fiscal officer to the county treasurer within thirty days of the date it is submitted.

A copy of the statement shall also be incorporated into the Agreement, and no payment shall be made with respect to any contract to which this section applies unless such statement has been so incorporated as a part thereof.

#### Article XXVIII. SUBCONTRACTING AND DELEGATION

The performance of any duty, responsibility or function which is the obligation of the Provider under this Agreement may be delegated or subcontracted to any agent or subcontractor of Provider if Provider has obtained the prior written consent of the Agency for that delegation subcontract. Provider is responsible for ensuring that the duties, responsibilities or functions so delegated or subcontracted are performed in accordance with the provisions and standards of this Agreement, and the actions and omissions of any such agent or subcontractor shall be deemed to be the actions and omissions of Provider for purposes of this Agreement.

# Article XXIX. PROPERTY OF AGENCY

The Deliverable(s) and any item(s) provided or produced pursuant to this Agreement (collectively called "Deliverables") will be considered "works made for hire" within the meaning of copyright laws of the United States of America and the State of Ohio. The Agency is the sole author of the Deliverables and the sole owner of all rights therein. If any portion of the Deliverables are deemed not to be a "work made for hire", or if there are any rights in the Deliverables not so conveyed to the Agency, then Provider agrees to, and by executing this Agreement hereby does, assign to the Agency all worldwide rights, title, and interest in and to the Deliverables. The Agency acknowledges that its sole ownership of the Deliverables under this Agreement does not affect Provider's right to use general concepts, algorithms, programming techniques, methodologies, or technology that have been developed by Provider prior to this Agreement or that are generally known and available. Any Deliverable provided or produced by Provider under this Agreement or with funds hereunder, including any documents, data, photographs and negatives, electronic reports/records, or other media, are the property of the Agency, which has an unrestricted right to reproduce, distribute, modify, maintain, and use the Deliverables. Provider shall not obtain copyright, patent, or other proprietary protection for the Deliverables. Provider shall not include in any Deliverable any copyrighted material, unless the copyright owner gives prior written approval for the Agency and Provider to use such copyrighted material. Provider agrees that all Deliverables will be made freely available to the general public unless the Agency determines that, pursuant to state or federal law, such materials are confidential or otherwise exempt from disclosure.

#### Article XXX. SEVERABILITY

If any term of this Agreement or its application thereof to any person or circumstance shall to any extent be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby. Each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

# Article XXXI. NO ADDITIONAL WAIVER IMPLIED

If the Agency or Provider fails to perform any obligations under this Agreement and thereafter such failure is waived by the other party, such waiver shall be limited to the particular matter waived and shall not be deemed to waive any other failure hereunder, nor a waiver of a subsequent breach of the same provision or condition. Waivers shall not be effective unless in writing.

# Article XXXII. COUNTERPARTS

This Agreement may be executed as an original document only, or simultaneously in two or more counterparts, each of

which shall be deemed an original, and each of these counterparts shall constitute one and the same instrument. It shall not be necessary in making proof of this Contract to produce or account for more than one such counterpart. An electronic signature or a scanned or otherwise reproduced signature shall be a binding signature and carry the same legal force as the original.

#### Article XXXIII. APPLICABLE LAW AND VENUE

This Agreement and any modifications, Attachments, Exhibits, Addenda, or alterations, shall be governed, construed, and enforced under the laws of Ohio. Any legal action brought pursuant to this agreement will be filed in the Ohio courts, and Ohio law as well as Federal law will apply.

#### ATTACHMENT

### Attachment One.

Reason: Article

Section: Article VIII - Reimbursement for Placement Services

Detail: Article VIII

### ITEM B

Agency agrees to pay Provider on the basis of a daily per diem (identified in Schedule A of this agreement) for the placement for each child, as identified by each child's current Level of Care (LOC). The LOC will be agreed upon at the time of placement. The Agency and Provider may request a re-evaluation of the child's LOC at any time in order to best meet the child's identified needs.

#### ITEM D

Agency agrees to provide a one-time initial clothing authorization of up to \$150.00 for children ten and under and up to \$250 for children over the age of ten. If the child is under ten and wearing adult sizes, the authorization will be for \$250.00. Any purchases beyond this must be due to extenuating circumstances and approved in writing, in advance of the purchase. Routine clothing needs are considered part of maintenance and will not be paid or reimbursed by Agency.

### ITEM E

If a child goes on any form of unpaid leave and is reasonably expected to return to the same placement, Agency may pay for up to seven (7) consecutive nights of leave. In order for Agency to pay for such leave, Provider (including foster parents, if applicable) must agree to remain available for regular services and needed support during such leave. Leave beyond seven (7) days will not be paid unless extenuating circumstances exist, and both Agency and Provider agree to payment terms in advance, in writing.

Regardless of length, Agency will not pay Provider for any leave during which payment is being made to another provider, nor for leave where the child is in a paid or unpaid alternative placement outside of Provider's network due to a lack of placement availability with Provider. Any deviation from this must be agreed to in advance, in writing, by both Agency and Provider.

#### ITEM G

In any instance where payment cannot be made within 30 days, Agency will make every effort to ensure Provider is paid within 45 days, and is made aware in advance if this is not possible.

### Item F

### Medicaid/Insurance

Upon receipt of formal documentation, FCCPS will submit to Service Provider Medicaid/insurance numbers for children in FCCPS custody, as applicable. The service provider is required to utilize Medicaid-approved healthcare providers in the appropriate managed care network for the provision of mental health, dental and/or medical services (hereafter referred to collectively as "medical services") to children in the custody of FCCPS. The Service Provider will report applicable Medicaid/insurance information to the healthcare providers and instruct healthcare providers to seek payment from Medicaid or any other available third party payor for medical services rendered to children in FCCPS custody. FCCPS will not pay for the provision of any medical services to children in FCCPS custody unless the FCCPS Deputy Director or authorized designee has provided specific prior written authorization for such medical services and associated costs.

In situations where the Service Provider does not possess a Medicaid/insurance number or other information required to bill an alternative source for services provided to children in the custody of FCCPS, the Service Provider must take the following actions.

A. The Service Provider will contact the Finance Department at (740)652-7703 or (740)652-7816 for assistance with resolving Medicaid/insurance number issues.

B. Within thirty (30) days if an invoice from a healthcare provider for services rendered to a child in FCCPS custody, the Service Provider should forward the invoice to the FCCPS Finance Department at: Fairfield County Job and Family Services-Protective Services, 239 West Main St., Lancaster, OH 43130 or fax such invoice to the FCCPS

05/01/2025 - 04/30/2026

Finance Department at (740)-687-7070. Failure to forward this invoice to FCCPS within thirty (30)days will constitute a waiver of any claim against FCCPS for payment of the invoice. If the Service Provider receives additional notices regarding the invoice, the Service Provider must contact the FCCPS Finance Department at (740)-652-7816 or (740)652-7703 to confirm that FCCPS received the initial invoice and to obtain the status of payment arrangements. The Service Provider SHALL NOT pay the invoice and expect or request reimbursement from FCCPS without the prior written approval of FCCPS.

C. If a child who is in custody of FCCPS requires pharmaceutical supplies, Service Provider must obtain the supplies from a pharmacy that accepts Medicaid/insurance payments.

FCCPS retains the right to recoup funds from the Service Provider upon the determination that third party funds are duplicative (in the aggregate) of FCCPS payments to the Service Provider, or in the event that the Service Provider fails to properly credit any and all such third party payments. Relative to recouping funds, FCCPS may withhold from subsequent reimbursement to the Service Provider an amount equal to any un-credited or duplicate third party payments. For purposes of this paragraph, "third party" includes, but is not limited to , Medicaid and private insurance companies.

The Service Provider shall obtain and provide a written estimate for any non-routine, non-emergency, or out-of-network medical and dental expenses to FCCPS along with the written recommendation of the physician or dentist. The Service Provider is not permitted to deliver or authorize any health/dental care or treatment services (including, but not limited to, mental health services), without the prior written consent of the FCCPS Deputy Director or authorized designee (see Consent for Medical Treatment letter).

### Attachment Two.

Reason: Article

Section: Article V - Provider Responsibilities

Detail: Article V

ITEM A

Provider is responsible for ensuring transportation services are in place for all case-related activities and routine needs. If extenuating circumstances exist and provider is not able to utilize its own resources to ensure coverage, Provider must notify Agency in advance of the transportation need, and coordinate with Agency to arrange needed transportation. Provider should bring any extraordinary travel needs to the attention of Agency so both parties can ensure proper coverage and explore potential compensation for needed transportation services.

#### ITFM B

Progress reports, demonstration completion of monthly activities as required by Ohio Administrative Code, will be submitted on a monthly basis, by no later than the 20th calendar day of the following month.

### ITEMS D, E, & F

After-Hours/On-Call Process

Provider shall notify Agency of any items identified in Article V, according to the following options:

For calls during business hours (Monday through Friday, from 8:00 a.m. to 4:00 p.m., excluding holidays), Provider shall call (740) 652-7854 and inform the operator of the need to urgently speak to casework staff.

For calls outside of business hours, Provider shall call (740)808-0009 or (740)808-0982 in order to notify Agency's On-Call staff member of the urgent situation.

### Insert new item - ITEM S

Provider will ensure access to Normalcy activities, based upon the developmental, social, and emotional functioning of each child placement.

#### Insert new item - ITEM T

Contract ID: 19494182

All Provider staff, and foster caregivers when applicable, should seek and receive prior authorization from Agency for any type of non-routine medical care or medication needs. This includes, but is not limited to: major medical treatment, medical procedures, surgery, implementation of or change in psychotropic medications, and any other medical intervention that carries a high risk of side effects, impairment, or harm. Routine well visits and treatment for typical childhood illnesses will not require such prior authorization.

05/01/2025 - 04/30/2026

In the event of an emergency, the child should be taken to the nearest medical facility.

### Attachment Three.

Reason: Article

Section: Article I - Scope of Placement Services

Detail: Article I

SECTIONS 1.02 & 1.03, References to Exhibit I

Article I, Item A ('Scope of Placement Services') will serve as Exhibit I. al facility for prompt treatment. As soon as

possible, Agency shall be contacted, according to the process outlined in the addendum to Article V.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of the signature of the parties.

### **SIGNATURES OF PARTIES:**

**Provider: Champion Life House LLC** 

Print Name & Title	Signature	Date			
Leila Champion, Administrator	Leila Champion	07/25/2025			
	,				
Agency: Fairfield County Department of Job and Family Services					
Agency: Fairfield County Department of Job and	Family Services				
Agency: Fairfield County Department of Job and Print Name & Title	Family Services Signature	Date			

### Title IV-E Schedule A Rate Information

Title IV-E Schedule A Rate Information

Agency: Fairfield County Department of Job and Family Services Provider / ID: Champion Life House LLC / 29428760

Contract Period: 05/01/2025 - 04/30/2026

Service Description	Service ID	Person	Person ID	Maintenance Per Diem	Administration Per Diem	Case Management Per Diem	Transportation / Administration Per Diem	Transporation / Maintenance Per Diem	Other Direct Services Per Diem	Behavioral Healthcare Per Diem	Other Per Diem Cost	Total Per Diem Cost	Cost Begin Date	Cost End Date
South Hayden Avenue Group Home	7699066			\$200.00	\$150.00							\$350.00	05/01/2025	04/30/2026
South Hayden Avenue Group Home	7699066			\$375.00	\$200.00							\$575.00	06/01/2025	04/30/2026

Run Date: 07/25/2025



# A Contract regarding Champion Life House between Job and Family Services and

Approved on 7/25/2025 4:11:58 PM by Sarah Fortner, Deputy Director

Sarah Fortner Deputy Director

Approved on 7/29/2025 11:04:34 AM by Corey Clark, Director of Fairfield County Job & Family Services

Corey Clark, Director

Fairfield County Job & Family Services

### Prosecutor's Approval Page

Resolution No.

A resolution authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and Champion Life House LLC

(Fairfield County Job and Family Services)

Approved as to form on 7/30/2025 1:53:05 PM by Steven Darnell,

### Signature Page

Resolution No. 2025-08.05.g

A resolution authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and Champion Life House LLC

(Fairfield County Job and Family Services)

This resolution has not yet been voted on.

### CERTIFICATE OF CLERK

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

2025-08.05.h

A Resolution regarding an amendment for a previously approved Network Placement and Related Services Agreement between Unk's Place and Child Protective Services Department.

**WHEREAS,** Fairfield County Job & Family Services, Child Protective Services is requesting the Board of Commissioners approval of an amendment to add a per diem rate to a previously approved service agreement with Unk's Place, 120 W 2<sup>nd</sup> St. Ste 603, Dayton, OH 45402; and

**WHEREAS**, the purpose of the service agreement is to provide Network Placement and Related Services for children who are in the care and custody of the Agency; and

**WHEREAS,** this amended agreement shall be effective March 1<sup>st</sup>, 2025 through February 28<sup>th</sup>, 2026; and

**WHEREAS,** a purchase order encumbering the funds for the services has been acquired; and

WHEREAS, the Prosecuting Attorney has approved the agreement as to form,

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

**Section 1.** That the Fairfield County Board of County Commissioners hereby approves the attached amended Network Placement Service Agreement with Unk's Place.

Prepared by: Michele White

cc: JFS / Program Contract Specialist

### **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 Goods and/or Services in excess of \$77,250.00—competitively selected via a Request for Proposals, pursuant to R.C. 307.862 Public Improvement contracts—competitively selected pursuant to R.C. 153.08-153.12 D. Architect/Engineer design services for public improvements—selected through the Request for Qualifications process pursuant to R.C. 153.65-153.72 County Road Improvement/Construction—competitively selected pursuant to R.C. 5555.61 The subject matter was exempt from competitive selection for the following reason(s): Under \$77,250.00 1. \_\_\_\_\_ (copy of State Term Contract must be attached) 2. State Term #: ODOT Term #: (See R.C. 5513.01) 3. Professional Services (See the list of exempted occupations/services under R.C. 307.86) 4. 5. Emergency (Follow procedure under ORC 307.86(A)) Sole Source (attach documentation as to why contract is sole source) 6. 7. Other: (cite to authority or explain why matter is exempt from competitive bidding) 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/) Obtained 3 quotes for purchases under \$77,250.00 (as applicable) Purchase Order is included with Agreement Signed this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_, 20\_\_\_\_\_\_ Michele White Proces Contracts 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.\*

Rev. 12-31-24 Eff. 1-1-25 to 12-31-25

### **Purchase Order**

### Carrí L. Brown, PhD, MBA, CGFM

Fairfield County Auditor 210 East Main Street Lancaster, Ohio 43130

Revisions: 002

Fiscal Year 2025

Page: 1 of 1

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

Purchase Order #

25003273 - 02

Delivery must be made within doors of specified destination.

Expiration Date: 12/15/2025

VENDOR

В

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**UNK'S PLACE INC** 120 W SECOND STREET DAYTON, OH 45402

JOB & FAMILY SERVICES

239 W MAIN STREET

Phone: 740-652-7889

LANCASTER, OH 43130

ı P 0

JOB & FAMILY SERVICES 239 W MAIN STREET LANCASTER, OH 43130 Phone: 740-652-7889

VENDOR PHONE NUMBER		ENDOR FAX NUMBER	REQUISITION NUMBER	DELIVERY REFERENCE	
937-979-1699	9		3541		
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS	DEPARTMENT/LOCATION	
03/04/2025	15577			JOB & FAMILY SERVICES	
NOTES					

#### **BOARD AND CARE**

The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading

ITEM#	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	MODIFIED: BOARD AND CARE	1.0	EACH	\$50,156.00	\$50,156.00

### COUNTY AUDITOR'S CERTIFICATE

08/05/2025

It is hereby certified that the amount \$50,156.00 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: 03/04/2025

Total Ext. Price	\$50,156.00
Total Sales Tax	\$0.00
Total Freight	\$0.00
Total Discount	\$0.00
Total Credit	\$0.00

**Purchase Order Total** \$50,156.00

### Ohio Department of Job and Family Services

# AGREEMENT FOR TITLE IV-E AGENCIES AND PROVIDERS FOR THE PROVISION OF CHILD PLACEMENT

### **ADDENDA TO AGREEMENT**

The following addendum sets forth the terms and conditions between the parties for services for children involved with the agency named below:

This Agreement is between Fairfield County Department of Job and Family Services, A Title IV-E Agency, hereinafter "Agency," whose address is:

Fairfield County Department of Job and Family Services 239 W Main St Lancaster, OH 43130

And Unk's Place hereinafter "Provider," whose address is:

Unk's Place 120 W 2nd St Ste 603 Dayton, OH 45402

Collectively the "Parties".

Contract ID: 19469431 Originally Dated: 03/01/2025 to 02/28/2026

Contract ID: 19469431
Fairfield County Department of Job and Family Services / Unk's Place 08/05/2025

### Ohio Department of Job and Family Services

# AGREEMENT FOR TITLE IV-E AGENCIES AND PROVIDERS FOR THE PROVISION OF CHILD PLACEMENT

Addenda Number 1:

Addenda Reason: Other
Addenda Begin Date: 03/01/2025

Addenda End Date: Increased Amount: Article Name:

A HOIC HAITIC.

Addenda Reason Narrative:

Rate increase:

Fisher House \$449.00 (Maintenance-\$418.00 and Admin.-\$31.00)

Davidson House-\$449.00 (Maintenance-\$418.00 and Admin.-\$31.00)

Single Room-Fisher House- \$633.00 (Maintenance-\$600.00 and Admin.-\$33.00)

1:1 Supervision-Fisher House-\$500.00 (Maintenance-\$467.00 and Admin.-\$33.00)

1:1 Supervision-Davidson House-\$500.00 (Maintenance-\$467.00 and Admin.-\$33.00)

Contract ID: 19469431
Fairfield County Department of Job and Family Services / Unk's Place

## **SIGNATURE OF THE PARTIES**

Provider: Unk's Place

Print Name & Title	Signature	Date
Dion Sampson, Director of Operations	Delly	7/21/2025
<b>Agency:</b> Fairfield County Department of Job and Fam	nily Services	
Print Name & Title	Signature	Date



# A Contract regarding Addendum-UNK's Place between Job and Family Services and

Approved on 7/25/2025 10:21:51 AM by Sarah Fortner, Deputy Director

Sarah Fortner Deputy Director

Approved on 7/29/2025 11:04:24 AM by Corey Clark, Director of Fairfield County Job & Family Services

Corey Clark, Director

Fairfield County Job & Family Services

### Prosecutor's Approval Page

Resolution No.

A Resolution regarding an amendment for a previously approved Network Placement and Related Services Agreement between Unk's Place and Child Protective Services Department.

(Fairfield County Job and Family Services)

Approved as to form on 7/30/2025 2:25:42 PM by Steven Darnell,

### Signature Page

Resolution No. 2025-08.05.h

A Resolution regarding an amendment for a previously approved Network Placement and Related Services Agreement between Unk's Place and Child Protective Services Department.

(Fairfield County Job and Family Services)

This resolution has not yet been voted on.

### CERTIFICATE OF CLERK

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

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

**WHEREAS,** FCJFS is responsible for paying Lancaster- Fairfield Public Transit for their Bus Passes cost; and

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

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

12290800-433034 Charge Code:4111 Grant:PT000 Reimbursement-\$600.00

This amount represents monies owed to Lancaster-Fairfield Public Transit for FCJFS's cost paid to Lancaster-Public Transit as denoted in the attached documentation.

Section 2: That the Fairfield County Board of Commissioners approves the following expenditure of other expenses and requests that the Fairfield County Auditor accomplish the transaction as if a regular County Auditor warrant reimbursing Lancaster-Fairfield Public Transit for FCJFS's Bus Passes cost.

Memo expenditure as referenced in supporting documentation:

Vendor #5672 Fairfield County Transit

Account: 12207207-562600 Materials & Supplies

Amount: \$600.00

Prepared by: Brandi Downhour, Budget Manager

cc: Courtney Martin, Lancaster-Fairfield Public Transit

# **Fairfield County Transit**

**Loop Passes** 



746 Lawrence St	P: 740-681-5086	Email: courtney.martin@fairfieldcountyohio.gov
Lancaster Ohio, 43130	F: 740-681-5088	Website: co.fairfield.com/transit/

 Conscisusan Schaudt
 Incise:
 72925

 Addron: 239 W Mon So
 Elles susan.schaudt
 Incise:
 07/29/2025

 London: Olim, 43130
 43130
 Terms:
 30 Days

Note: PLEASE INCLUDE INVOICE # ON

**CHECK** Due Date: 08/29/2025

Pass Type	Description	Qty	Unit Price	Account Code	Price
31 Day	Loop Pass	20	\$ 30.00		\$ 600.00
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
Make all check	Make all checks payable to Fairfield County Transit  CREDIT CARDS NOT ACCEPTED				\$ 600.00
CREI					\$ 600.00

### Signature Page

Resolution No. 2025-08.05.i

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

(Fairfield County Job and Family Services)

This resolution has not yet been voted on.

### CERTIFICATE OF CLERK

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

2025-08.05.j

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 - \$128.00

This amount represents monies owed to the Health Department for FCJFS's costs paid to the Health Department as denoted in the attached documentation.

Section 2: That the Fairfield County Board of Commissioners approves the following expenditure 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: \$128.00

Prepared by: Brandi Downhour, Budget Manager

cc: Jamie Ehorn, Fairfield County Health Department

### Signature Page

Resolution No. 2025-08.05.j

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.

2025-08.05.k

# A Resolution to approve FCJFS' share of cost for postage as a Memo Expenditure for Fund# 2018

**WHEREAS**, the Board of Commissioners pay postage costs for Fairfield County Job and Family Services; and

**WHEREAS,** Fairfield County Job and Family Services is responsible for reimbursing the General Fund for their share of costs; and

**WHEREAS**, Fairfield County Job and Family Services needs to reimburse the General Fund by using 00100110 438017, Postage Reimbursement.

# 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 438017, Postage Reimbursement: \$10,609.19

This amount represents monies owed to the General Fund for Fairfield County Job and Family Service's share of postage costs originally paid by the Board of Commissioners 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 General Fund for Fairfield County Job and Family Service's share of costs.

Memo expenditure as referenced in supporting documentation:

Vendor # 2280 Fairfield County Commissioners

12201807 561010 Postage: \$10,609.19

Prepared by: Brandi Downhour, JFS



July 1, 2025

Fairfield County Commissioners 210 E. Main Street, Room 301 Lancaster, Ohio 43130

Bill To

**Fairfield County JFS** 239 W Main St Lancaster, OH 43130

Date	Description				Amount	
2 <sup>nd</sup> Quarter 2025	Postage – 4/1/	2025 – 6/30/2025			\$10,609	9.19
	4/2025 - 3616.06 5/2025 - 3678.06 6/2025 - 3315.07					
	1 20 00 00	21 60 000	61 00 Days	Over 00 Days		
Current	1-30 Days Past Due	31-60 Days Past Due	61-90 Days Past Due	Over 90 Days Past Due	Amount Due	
						\$10,609.19

Make all checks payable to Fairfield County Commissioners

SERVE • CONNECT • PROTECT



# **Account Summary Report**

Date Range: Apr 1, 2025 to Apr 30, 2025

Meter Group: All Meters

Meter 1W00 - 1402449 Old Meter at LANCASTER, OH Meter 7W00 - 8036325 at LANCASTER, OH

1 meter(s) did not upload before ending date

### **Meter Details**

<u>Location</u>	<u>Meter Name</u>	<u>Model</u>	Serial Number	PbP Account Number	<u>Status</u>	<u>Last transaction</u>	Status Flag
LANCASTER, OH	1W00 - 1402449 Old Meter	1W00	1402449	35425578	Active	Sep 18, 2024	<u> </u>
LANCASTER, OH	7W00 - 8036325	7W00	8036325	35425578	Active	Jun 2, 2025	

### **Account Summary**

71000 41110 0 4111111141 7						
Account	Pieces	Total Charged				
ADAMH	3	\$32.220				
BOE	1,775	\$1,355.080				
CLERK OF COURTS	4,821	\$9,174.360				
Engineers	11	\$17.100				
FACF	1	\$2.870				
JFS	4,224	\$3,616.060				
MISC	7,097	\$4,580.850				
UTILITIES	58	\$40.860				
Total Amount	17,990	\$18,819.400				



## **Account Summary Report**

Date Range: Jun 1, 2025 to Jun 30, 2025

Meter Group: All Meters

Meter 1W00 - 1402449 Old Meter at LANCASTER, OH Meter 7W00 - 8036325 at LANCASTER, OH

1 meter(s) did not upload before ending date

### **Meter Details**

<u>Location</u>	<u>Meter Name</u>	<u>Model</u>	Serial Number	PbP Account Number	<u>Status</u>	<u>Last transaction</u>	Status Flag
LANCASTER, OH	1W00 - 1402449 Old Meter	1W00	1402449	35425578	Active	Sep 18, 2024	<u> </u>
LANCASTER, OH	7W00 - 8036325	7W00	8036325	35425578	Active	Jul 1, 2025	

### **Account Summary**

		- /
Account	Pieces	Total Charged
BOE	1,110	\$768.120
CLERK OF COURTS	4,606	\$9,521.150
Engineers	6	\$15.270
JFS	4,081	\$3,315.070
MISC	5,423	\$3,045.060
UTILITIES	121	\$82.510
Total Amount	15,347	\$16,747.180



## **Account Summary Report**

Date Range: May 1, 2025 to May 31, 2025

Meter Group: All Meters

Meter 1W00 - 1402449 Old Meter at LANCASTER, OH Meter 7W00 - 8036325 at LANCASTER, OH

1 meter(s) did not upload before ending date

### **Meter Details**

<u>Location</u>	<u>Meter Name</u>	<u>Model</u>	Serial Number	PbP Account Number	<u>Status</u>	<u>Last transaction</u>	Status Flag
LANCASTER, OH	1W00 - 1402449 Old Meter	1W00	1402449	35425578	Active	Sep 18, 2024	<u> </u>
LANCASTER, OH	7W00 - 8036325	7W00	8036325	35425578	Active	Jun 2, 2025	

### **Account Summary**

, , , , , , , , , , , , , , , , , , , ,						
Account	Pieces	Total Charged				
BOE	968	\$640.990				
CLERK OF COURTS	4,661	\$10,538.290				
Engineers	32	\$55.640				
JFS	4,262	\$3,678.060				
MISC	6,437	\$3,281.080				
UTILITIES	150	\$103.780				
Total Amount	16,510	\$18,297.840				

### Signature Page

Resolution No. 2025-08.05.k

A Resolution to approve FCJFS' share of cost for postage as a Memo Expenditure for Fund# 2018

(Fairfield County Job and Family Services)

This resolution has not yet been voted on.

### CERTIFICATE OF CLERK

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

A resolution to approve a memo exp./ memo receipt for the costs of Transportation paid to Lancaster-Fairfield Public Transit as a memo expenditure for fund# 2018 Public Assistance Fund

**WHEREAS,** FCJFS is responsible for paying Lancaster- Fairfield Public Transit for their Transportation cost; and

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

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

12290800- 433000 Reimbursement - \$142,891.71

This amount represents monies owed to Lancaster-Fairfield Public Transit for FCJFS's cost paid to Lancaster-Public Transit as denoted in the attached documentation.

Section 2: That the Fairfield County Board of Commissioners approves the following expenditure of other expenses and requests that the Fairfield County Auditor accomplish the transaction as if a regular County Auditor warrant reimbursing Lancaster-Fairfield Public Transit for FCJFS's Transportation cost.

Memo expenditure as referenced in supporting documentation:

Vendor #5672 Lancaster Public Transit System

Account: 12201812-530000 Contractual Services

Amount: \$135,169.71

Account: 12201812-530005 Contract Services - Other

Amount: \$7,062.00

Account: 12201812-550000 Other Purchased Services

Amount: \$660.00

Prepared by: Brandi Downhour, Budget Manager cc: Courtney Martin, Lancaster-Fairfield Public Transit

### FAIRFIELD COUNTY JOB AND FAMILY SERVICES 239 WEST MAIN ST LANCASTER, OHIO 43130

Provider:	Fairfield Public Transit	Phone #:	740-681-5086			
Address:	746 Lawrence Street	City:	Lancaster	Zip Code:	43130	

Year:

2025

June 2025

EXPENSES:	Current Month	Service Month: June Y		
Unit Rate	\$5.50	MOU Term		
Flat Rate	\$30.00	From: July 2024 To:		
Total # of Trips	1636	A Michael Called Annual Control of the Control of t		
Total Trip Amount	\$48,240.00			
Total Wait Time	257			
Total Wait Time Amount	\$6,431.25			
Total # Miles	15,507			
Total Milage Amount	\$85,288.50			
NEMT Scheduler Salary/Fringe	\$4,379.71			
Total Cost for Service Month	\$144,339.46	NEMT: \$130,210.71 TANF: \$4,959.00		
Adjustments		TANF CCMEP: \$7,062.00		
		WIOA CCMEP: \$1,447.75		
TOTAL BILLED	\$144,339.46			
		LOCAL: \$660.00		

I hereby certify that all recipents provided transportation were duly authorized Medicaid eligible individuals and that the transportation was provided in accordance with Chapter 5160-15 of the OAC:

Signature of Provider:	Aaron Kennedy		
Title:	Director		
Date:	7/17/2025		

 $<sup>\</sup>hfill\square$  Please check box indicating that you are authorized to submit invoice electronically

# [E] June 2025-Fairfield County Transit invoice

NEW

Incident ID: 2381722 @



### **Details**

### Acct/Dept

Job & Family Services.CDHS

#### Type

General / Shared Finance

#### Service

IT Incidents & Service Requests / Incident

SLA Priority

Finance Team SLA Medium

Resolve By: Fri 8/22/25 10:59:00 AM

**Last Modified** Created Age Mon 7/28/25 11:29 AM by ITSupport ITSupport Tue 7/29/25 3:17 PM by Jodi Smith 2 days old

Responsibility Reviewer Date(s)

JFS Finance / Jenette Lewis Starts Mon 7/28/25 Unassigned



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

### Good morning,

Please see the attached Invoice from Fairfield County Transit for the month of June 2025. The billing includes CCMEP, TANF and NET transports.

CCMEP- see Jodi's spreadsheet attached. I was unable to cut out CCMEP from my sheet due to formula's placed by FCT.

TANF=\$7,062.00

WIOA=\$1,447.75

TOTAL: \$8,509.75 (Base-\$3,420.00/Wait time-\$18.75/Mileage-\$5,071.00)

TANF=\$4,959.00 (Base-\$2,550.00/Mileage-\$2,409.00)

NET=\$126,491.00 (\$125,831.00 NET) (\$660.00 paid out of local fund)

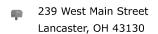
Thank you!!

<sup>\*</sup>Please see vendor's spreadsheets for breakdown\*\*

<sup>\*\*</sup>NET customer-Lisa Powell was not eligible but was transported. Her trips will be paid out of local funds (Creative Coach \$180.00)(CFI \$480.00).

### Michele White, Program Contract Specialist

### **Finance**





740-652-7684 (T) 740-689-4848 (F)





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### Requestor

Name

Michele White

**Time Zone** 

(GMT-05:00)Eastern Time(US and Canada)

Company

Fairfield County

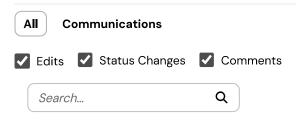
Title

### Transportation / Fiscal Services Supervisor

### **Primary Email**

michele.white@jfs.ohio.gov

### Feed (6)



### JL Jenette Lewis

Hi Jodi,

Please approve this ticket.

Thank you,

Jenny

Notified: Jodi Smith <jodi.smith@jfs.ohio.gov>

Tue 7/29/2025 8:14 AM

#### Jodi Smith

I approve the CCMEP charges on the June Transit invoice in the amounts of: TANF=\$7,062.00

WIOA=\$1,447.75

TOTAL: \$8,509.75 (Base-\$3,420.00/Wait time-\$18.75/Mileage-\$5,071.00)

Approved: Jodi C Smith

Tue 7/29/2025 3:17 PM

### JL Jenette Lewis

Hi Michele,

This has been done so beautifully. Thank you so much. The only thing we are off is in your breakdown you did not add in the scheduler. So NEMT total was 130,870.71 I then subtracted the L. Powell 660.00 that will come out of local funds. So the NEMT adjusted total is 130,210.71.

Also, Jodi can you please put your approval in this ticket.

Thank you,

Jenny

Notified: Michele White <michele.white@jfs.ohio.gov>

Tue 7/29/2025 8:13 AM

### JL Jenette Lewis (private)

Took primary responsibility for this incident.

Tue 7/29/2025 6:35 AM

### кs Kellie Senig

Approved

Kellie Senig Finance Supervisor Job & Family Services 239 W Main St Lancaster, Ohio 43130 740-652-7749

Mon 7/28/2025 11:49 AM

### кs Kellie Senig (private)

Changed Type from "General / Incident" to "General / Shared Finance".

Mon 7/28/2025 11:49 AM

### System (private)

Attempting to change Service Level Agreement from "" to "Finance Team SLA" as a result of applying the "SLA" rule.

Notified: Brandi Downhour <brandi.downhour@jfs.ohio.gov>, Joshua Crawford <Josh.Crawford@jfs.ohio.gov>, Morgan Fox <morgan.fox3@jfs.ohio.gov> Mon 7/28/2025 11:29 AM

### Signature Page

Resolution No. 2025-08.05.1

A resolution to approve a memo exp./ memo receipt for the costs of Transportation paid to Lancaster-Fairfield Public Transit as a memo expenditure for fund# 2018 Public Assistance Fund

(Fairfield County Job and Family Services)

This resolution has not yet been voted on.

### CERTIFICATE OF CLERK

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

A resolution to approve a memo exp./ memo receipt for the costs of Transportation paid to Lancaster-Fairfield Public Transit as a memo expenditure for fund# 2599 Workforce Fund

**WHEREAS,** FCJFS is responsible for paying Lancaster- Fairfield Public Transit for their Transportation cost; and

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

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

12290800- 433000 Reimbursement - \$1,447.75

This amount represents monies owed to Lancaster-Fairfield Public Transit for FCJFS's cost paid to Lancaster-Public Transit as denoted in the attached documentation.

Section 2: That the Fairfield County Board of Commissioners approves the following expenditure of other expenses and requests that the Fairfield County Auditor accomplish the transaction as if a regular County Auditor warrant reimbursing Lancaster-Fairfield Public Transit for FCJFS's Transportation cost.

Memo expenditure as referenced in supporting documentation:

Vendor #5672 Lancaster Public Transit System

Account: 12259907-530005 Contract Services - Other

Amount: \$1,447.75

Prepared by: Brandi Downhour, Budget Manager cc: Courtney Martin, Lancaster-Fairfield Public Transit

### FAIRFIELD COUNTY JOB AND FAMILY SERVICES 239 WEST MAIN ST LANCASTER, OHIO 43130

Provider:	Fairfield Public Transit	Phone #:	740-681-5086			
Address:	746 Lawrence Street	City:	Lancaster	Zip Code:	43130	

EXPENSES:	Current Month	Service Month: June Yo	ear:
Unit Rate	\$5.50	MOU Term	
Flat Rate	\$30.00	From: July 2024 To:	
Total # of Trips	1636	3.11(1) 大学的自己的 10 10 10 10 10 10 10 10 10 10 10 10 10	$\pm\pm i$
Total Trip Amount	\$48,240.00		
Total Wait Time	257		
Total Wait Time Amount	\$6,431.25		
Total # Miles	15,507		
Total Milage Amount	\$85,288.50		
NEMT Scheduler Salary/Fringe	\$4,379.71		
Total Cost for Service Month	\$144,339.46	NEMT: \$130,210.71	
	(A) 是一个对方是"一个人"。	TANF: \$4,959.00	
Adjustments		TANF CCMEP: \$7,062.00	
		WIOA CCMEP: \$1,447.75	
TOTAL BILLED	\$144,339.46		
		I OCAL: \$660.00	

I hereby certify that all recipents provided transportation were duly authorized Medicaid eligible individuals and that the transportation was provided in accordance with Chapter 5160-15 of the OAC:

Signature of Provider:	Aaron Kennedy	
Title:	Director	
Date:	7/17/2025	

 $<sup>\</sup>hfill\square$  Please check box indicating that you are authorized to submit invoice electronically

LOCAL: \$660.00

2025

June 2025

### [E] June 2025-Fairfield County Transit invoice

NEW

Incident ID: 2381722 @



### **Details**

### Acct/Dept

Job & Family Services.CDHS

### Type

General / Shared Finance

### Service

IT Incidents & Service Requests / Incident

SLA Priority

Finance Team SLA Medium

Resolve By: Fri 8/22/25 10:59:00 AM

**Last Modified** Created Age Mon 7/28/25 11:29 AM by ITSupport ITSupport Tue 7/29/25 3:17 PM by Jodi Smith 2 days old

Reviewer Responsibility Date(s)

JFS Finance / Jenette Lewis Starts Mon 7/28/25 Unassigned



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

Good morning,

Please see the attached Invoice from Fairfield County Transit for the month of June 2025. The billing includes CCMEP, TANF and NET transports.

CCMEP- see Jodi's spreadsheet attached. I was unable to cut out CCMEP from my sheet due to formula's placed by FCT.

TANF=\$7,062.00

WIOA=\$1,447.75

TOTAL: \$8,509.75 (Base-\$3,420.00/Wait time-\$18.75/Mileage-\$5,071.00)

TANF=\$4,959.00 (Base-\$2,550.00/Mileage-\$2,409.00)

NET=\$126,491.00 (\$125,831.00 NET) (\$660.00 paid out of local fund)

\*Please see vendor's spreadsheets for breakdown\*\*

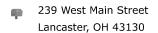
\*\*NET customer-Lisa Powell was not eligible but was transported. Her trips will be paid out of local funds (Creative Coach \$180.00)(CFI \$480.00).

Thank you!!

08/05/2025 220

### Michele White, Program Contract Specialist

### **Finance**





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### Requestor

Name

Michele White

**Time Zone** 

(GMT-05:00)Eastern Time(US and Canada)

Company

Fairfield County

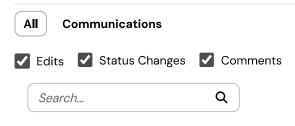
Title

### Transportation / Fiscal Services Supervisor

### **Primary Email**

michele.white@jfs.ohio.gov

### Feed (6)



### JL Jenette Lewis

Hi Jodi,

Please approve this ticket.

Thank you,

Jenny

Notified: Jodi Smith <jodi.smith@jfs.ohio.gov>

Tue 7/29/2025 8:14 AM

### Jodi Smith

I approve the CCMEP charges on the June Transit invoice in the amounts of: TANF=\$7,062.00

WIOA=\$1,447.75

TOTAL: \$8,509.75 (Base-\$3,420.00/Wait time-\$18.75/Mileage-\$5,071.00)

Approved: Jodi C Smith

Tue 7/29/2025 3:17 PM

### JL Jenette Lewis

Hi Michele,

This has been done so beautifully. Thank you so much. The only thing we are off is in your breakdown you did not add in the scheduler. So NEMT total was 130,870.71 I then subtracted the L. Powell 660.00 that will come out of local funds. So the NEMT adjusted total is 130,210.71.

Also, Jodi can you please put your approval in this ticket.

Thank you,

Jenny

Notified: Michele White <michele.white@jfs.ohio.gov>

Tue 7/29/2025 8:13 AM

### JL Jenette Lewis (private)

Took primary responsibility for this incident.

Tue 7/29/2025 6:35 AM

### кs Kellie Senig

Approved

Kellie Senig Finance Supervisor Job & Family Services 239 W Main St Lancaster, Ohio 43130 740-652-7749

Mon 7/28/2025 11:49 AM

### кs Kellie Senig (private)

Changed Type from "General / Incident" to "General / Shared Finance".

Mon 7/28/2025 11:49 AM

### System (private)

Attempting to change Service Level Agreement from "" to "Finance Team SLA" as a result of applying the "SLA" rule.

Notified: Brandi Downhour <brandi.downhour@jfs.ohio.gov>, Joshua Crawford <Josh.Crawford@jfs.ohio.gov>, Morgan Fox <morgan.fox3@jfs.ohio.gov> Mon 7/28/2025 11:29 AM

Resolution No. 2025-08.05.m

A resolution to approve a memo exp./ memo receipt for the costs of Transportation paid to Lancaster-Fairfield Public Transit as a memo expenditure for fund# 2599 Workforce Fund

(Fairfield County Job and Family Services)

This resolution has not yet been voted on.

### CERTIFICATE OF CLERK

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

# A resolution to approve a memo receipt and expenditure for Fairfield County Job & Family Services, Fund 2072 reimbursing Fund 2018

**WHEREAS,** Fairfield County Job & Family Services and the Fairfield County Children Services Agency merged operations effective October 1, 1995, and

**WHEREAS**, Fairfield County Job & Family Services expended funds and expects to expend funds from the public assistance fund for costs attributable to the Children Services division of Job and Family Services, and

**WHEREAS**, the Children Services division has received funds to cover these costs and such funds have been deposited in the children services fund (2072) as required, and

**WHEREAS**, it is necessary for the public assistance fund (2018) to recover costs from the children services fund (2072),

### NOW THEREFORE,

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

Section 1. That the Fairfield County Auditor reflect the following memo receipt:

12201807-434007 REIMCS (Reimbursement from Children Services)

\$1,337,796.64

This amount represents costs owed to the PA fund.

Section 2. That the Fairfield County Board of Commissioners approves the following expenditure of shared costs and requests that the Fairfield County Auditor accomplish the transaction as if a regular County Auditor warrant, reimbursing the public assistance fund for costs incurred by the Children Services division.

# A resolution to approve a memo receipt and expenditure for Fairfield County Job & Family Services, Fund 2072 reimbursing Fund 2018

Memo expenditure as referenced in supporting documentation:

Vendor: 06396 Job and Family Services

Account: 12207207 900000 reimburse Public Assistance

Amount: \$1,337,796.64

### Subject to final quarterly reconciliation from ODJFS

Prepared by: Brandi Downhour, Budget Manager, JFS

Cc:

CPS to PA Shared	Owed to PA Fund	Soc Serv Op	Tot	al Owed to PA	Pai	id to PA Fund		Balance	Notes	Title	XX Transfer	Title	XX Base
						202	:5						
Jan-25	\$ 590,598.07		\$	590,598.07	\$	1,581,816.16	\$	590,598.07	2025-01.14.x				
Feb-25	\$ 644,116.06		\$	644,116.06	\$	1,234,714.13	\$	-	2025-03.25.w				
Mar-25	\$ 573,457.79		\$	573,457.79	\$	-	\$	573,457.79		\$	161,605.50	\$	85,589.84
Apr-25	\$ 612,734.61		\$	612,734.61	\$	1,193,878.38	\$	(7,685.98)	2025-07.22.k				
May-25	\$ 892,884.53		\$	892,884.53			\$	885,198.55					
Jun-25	\$ 444,910.11		\$	444,910.11	\$	1,337,796.64	\$	(7,687.98)	resolution for 1,337,796.64	\$	82,158.83	\$	38,000.00
Jul-25	\$ 555,296.00		\$	555,296.00	\$	-	\$	547,608.02					
Aug-25	\$ 555,296.00		\$	555,296.00	\$	-	\$	1,102,904.02					
Sep-25	\$ 555,296.00		\$	555,296.00	\$	-	\$	1,658,200.02		\$	165,991.00	\$	46,699.00
Oct-25	\$ 555,296.00		\$	555,296.00	\$	-	\$	2,213,496.02					
Nov-25	\$ 555,296.00		\$	555,296.00	\$	-	\$	2,768,792.02					
Dec-25	\$ 555,296.00		\$	555,296.00	\$	-	\$	3,324,088.02		\$	161,605.50	\$	77,256.50
Total	\$ 7,090,477.17	\$ -	Ś	7,090,477.17	Ś	5,348,205.31		N/A	Totals	\$	571,360.83	\$	247,545.34

08/05/2025

Resolution No. 2025-08.05.n

A resolution to approve a memo receipt and expenditure for Fairfield County Job & Family Services, Fund 2072 reimbursing Fund 2018

(Fairfield County Job and Family Services)

This resolution has not yet been voted on.

### CERTIFICATE OF CLERK

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

2025-08.05.o

# A resolution to approve a memo receipt and expenditure for Fairfield County Job & Family Services, Fund 2758 reimbursing Fund 2018

**WHEREAS,** Fairfield County Job & Family Services expends funds from the public assistance fund for costs attributable to Adult Protective Services, and

**WHEREAS**, the Protective Services Levy fund (2758) has receipted funds to cover these costs, and

**WHEREAS**, it is necessary for the public assistance fund (2018) to recover costs, and

**WHEREAS,** the attached County Prosecutor's Opinion dated March 30, 2010, supports this procedure,

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

Section 1. That the Fairfield County Auditor reflect the following memo receipt, for costs owed to the PA fund:

12201807-434018 REIAPS (Reimbursement from Adult Protective Services) \$160,444.24

Section 2. That the Fairfield County Board of Commissioners approves the following expenditure of costs and requests that the Fairfield County Auditor accomplish the transaction as if a regular County Auditor warrant.

Memo expenditure as referenced in supporting documentation:

Vendor: 06396 Job and Family Services

Account: 12275851 530000 Contract Services

Amount: \$160,444.24

Subject to final quarterly reconciliation from ODJFS

Prepared by:

2025-08.05.0

# A resolution to approve a memo receipt and expenditure for Fairfield County Job & Family Services, Fund 2758 reimbursing Fund 2018

Cc: JFS Finance

				Qtr Validated									
						Resolution for 160,444.24							Totals
	\$ (12,624.54)	\$ 15,625.45	\$ 42,539.29	\$ 65,673.31	\$ 98,109.16	\$ 160,444.24	\$ 187,444.24	\$ 214,444.24	\$ 241,444.24	\$ 268,444.24	\$ 295,444.24	\$ 322,444.24	N/A
	-	-	5	-	- \$	- \$	- \$	-	-	- \$		-	-
2025	- \$	- \$	- \$	5 - \$	- \$	\$ - \$	- \$	\$ - \$	\$ - \$	- \$	- \$	\$ - \$	\$ - \$
	25,953.43	28,249.99	26,913.84	23,134.02	32,435.85	23,757.11	27,000.00	27,000.00	27,000.00	27,000.00	27,000.00	27,000.00	322,444.24
	Jan-25 \$	Feb-25 \$	Mar-25 💲	Apr-25 \$	May-25 \$	3 Jun-25 \$	\$   3nl-25   \$	Aug-25 \$	Sep-25 \$	Oct-25 \$	Nov-25 \$	Dec-25 \$	\$
													Total

Notes

Balance

APS Expenses Paid to PA Fund

Other Rev

APS Allocation

Owed to PA Fund

APS to PA Shared

08/05/2025

Resolution No. 2025-08.05.o

A resolution to approve a memo receipt and expenditure for Fairfield County Job & Family Services, Fund 2758 reimbursing Fund 2018

(Fairfield County Job and Family Services)

This resolution has not yet been voted on.

### CERTIFICATE OF CLERK

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

# A resolution to approve a memo receipt and expenditure for Fairfield County Job & Family Services, Sub Fund 8056 reimbursing Fund 2018

**WHEREAS,** Fairfield County Job & Family Services and the Fairfield County Children Services Agency merged operations effective October 1, 1995, and

**WHEREAS**, Fairfield County Job & Family Services expended funds from the public assistance fund for costs attributable to the Wendy's Wonderful Kids Grant program administered by Children Services division of Job and Family Services, and

**WHEREAS**, the Wendy's Wonderful Kids Grant program has received funds to cover these costs and such funds have been deposited in the sub fund (8056) Wendy's Wonderful Kids of the children services fund (2072) as required, and

**WHEREAS**, it is necessary for the public assistance fund (2018) to recover the costs from the Wendy's Wonderful Kids Sub Fund (8056),

### **NOW THEREFORE,**

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

Section 1. That the Fairfield County Auditor reflect the following memo receipt:

 $12201807-434042\ REIMB-WWK$  (Reimbursement from Wendy's Wonderful Kids) \$18,802.27

This amount represents costs owed to the PA fund for April 2025 thru June 2025.

Section 2. That the Fairfield County Board of Commissioners approves the following expenditure of shared costs and requests that the Fairfield County Auditor accomplish the transaction as if a regular County Auditor warrant,

2025-08.05.p

# A resolution to approve a memo receipt and expenditure for Fairfield County Job & Family Services, Sub Fund 8056 reimbursing Fund 2018

reimbursing the public assistance fund for costs incurred by the Wendy's Wonderful Kids Grant (Children Services division).

Memo expenditure as referenced in supporting documentation:

Vendor: 06396 Job and Family Services

Account: 12207213 900000 Special Reporting

Amount: \$18,802.27

Prepared by:

WWK to PA Shared	Owed to PA Fund	Paid to PA Fund	Balance	Notes
		2025		
Jan-25	\$ 5,367.76		\$ 56,403.92	
Feb-25	\$ 5,367.76		\$ 61,771.68	
Mar-25	\$ 5,367.76	\$ 48,770.84	\$ 18,368.60	Resolution 2025-04.08.
Apr-25	\$ 5,373.80		\$ 23,742.40	
May-25	\$ 8,060.70		\$ 31,803.10	
Jun-25	\$ 5,367.77	\$ 18,802.27	\$ 18,368.60	Resolution sent to Brandi
Jul-25	\$ -		\$ 18,368.60	
Aug-25	\$ -		\$ 18,368.60	
Sep-25	\$ -	-	\$ 18,368.60	
Oct-25	\$ -		\$ 18,368.60	
Nov-25	\$ -		\$ 18,368.60	
Dec-25	\$ -	-	\$ 18,368.60	
Total	\$ 34,905.55	\$ 67,573.11	N/A	Totals

08/05/2025

Resolution No. 2025-08.05.p

A resolution to approve a memo receipt and expenditure for Fairfield County Job & Family Services, Sub Fund 8056 reimbursing Fund 2018

(Fairfield County Job and Family Services)

This resolution has not yet been voted on.

### CERTIFICATE OF CLERK

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

2025-08.05.q

A Resolution regarding the disposal of a salvage vehicle for Fairfield County Job and Family Services.

**WHEREAS,** Fairfield County Job and Family Services has a vehicle in their possession that has been totaled due to an automobile accident that occurred on April 11<sup>th</sup>, 2025,

**WHEREAS,** Fairfield County Job and Family Services desires to salvage this vehicle to Lancaster Auto Recycling Inc;

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

Section 1. That the Fairfield County Board of Commissioners hereby approves the disposal of the following vehicles and will sign over the titles to Lancaster Auto Recycling Inc, 428 Lincoln Ave, Lancaster, Ohio 43130.

2020 Ford Fusion Vehicle Identification #3FA6POH74LR264503

Prepared by: Brandi Downhour, JFS

cc: Christina Spencer

Resolution No. 2025-08.05.q

A Resolution regarding the disposal of a salvage vehicle for Fairfield County Job and Family Services.

(Fairfield County Job and Family Services)

This resolution has not yet been voted on.

### CERTIFICATE OF CLERK

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

2025-08.05.r

A resolution to approve the purchasing of a gun by a retiring officer.

**WHEREAS,** the Fairfield County Sheriff's Office purchased a gun for Deputy Gary Hummel for the purpose of law enforcement (Glock Model 45 Serial #BTFE940); and

WHEREAS, Deputy Hummel retired effective August 1, 2025; and

WHEREAS, Deputy Hummel would like to take possession of said weapon;

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 giving Deputy Gary Hummel said weapon for \$1.

Prepared by: Elisa Dowdy cc: Angel Horn - Finance

Resolution No. 2025-08.05.r

A resolution to approve the purchasing of a gun by a retiring officer

(Fairfield County Sheriff)

This resolution has not yet been voted on.

### CERTIFICATE OF CLERK

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

2025-08.05.s

A resolution authorizing the approval of a partial repayment of an advance to the General Fund from MCU 7911 Violent Crimes Reduction Grant.

**WHEREAS,** the 7911 Violent Crimes Reduction Grant fund received a cash advance on Resolution 2025-02.04.0 of \$75,000.00; and

**WHEREAS,** the 7911 Violent Crimes Reduction Grant fund received a cash advance on Resolution 2025-03.04.k of \$65,000.00; and

**WHEREAS,** the monies have been collected and deposited to make a partial repayment to the General Fund in the amount of \$90,000.00.

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

**Section 1.** Request that the Fairfield County Auditor repay the following advance of \$90,000.00.

FROM: 7911 090001 Violent Crimes Reduction Grant Fund

TO: 1001 223000 General Fund Advances In

Prepared by: Christy Noland

cc: Christina Spencer, Commissioners

Resolution No. 2025-08.05.s

A resolution authorizing the approval of a partial repayment of an advance to the General Fund from MCU 7911 Violent Crimes Reduction Grant.

(South Central Major Crimes Unit)

This resolution has not yet been voted on.

### CERTIFICATE OF CLERK

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

2025-08.05.t

A resolution to appropriate from unappropriated in a major expenditure object category for Utilities; 5044, Contractual Services.

**WHEREAS,** additional appropriations are needed in the major expenditure object category for 5044, Contractual Services; 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 category:

\$175,000.00; 12504429, Contractual Services

Prepared by: Tony Vogel

cc: Utilities

# A resolution to appropriate from unappropriated in a major expenditure object category for Utilities Sewer Fund, 5044.

### For Auditor's Office Use Only:

12504429 530000, \$175,000.00 Contractual Services

Prepared by: Tony Vogel

cc: Utilities

Resolution No. 2025-08.05.t

A resolution to appropriate from unappropriated in a major expenditure object category for Utilities; 5044, Contractual Services.

(Fairfield County Utilities Department)

This resolution has not yet been voted on.

### CERTIFICATE OF CLERK

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

# A resolution to appropriate from unappropriated in a major expenditure object category for Utilities Water Fund 5046.

**WHEREAS,** additional appropriations are needed in the major expenditure object category for 5046, OT Overtime and Contractual Services; 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 category:

\$25,000.00; 12504623, OT Overtime

\$200,000.00; 12504623, Contractual Services

Prepared by: Tony Vogel

cc: Utilities

# A resolution to appropriate from unappropriated in a major expenditure object category for Utilities Water Fund 5046.

### For Auditor's Office Use Only:

12504623 513000, \$25,000.00; OT Overtime

12504623 530000, \$200,000.00; Contractual Services

Prepared by: Tony Vogel

cc: Utilities

Resolution No. 2025-08.05.u

A resolution to appropriate from unappropriated in a major expenditure object category for Utilities Water Fund 5046.

(Fairfield County Utilities Department)

This resolution has not yet been voted on.

### CERTIFICATE OF CLERK

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

2025-08.05.v

A resolution to appropriate from unappropriated in a major expenditure object category for Utilities; 5841, Construction in Progress.

**WHEREAS,** additional appropriations are needed in the major expenditure object category for 5841, Construction In Progress; 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 category:

\$100,000.00; 12584123, Construction In Progress

Prepared by: Tony Vogel

cc: Utilities

A resolution to appropriate from unappropriated in a major expenditure object category for Utilities; 5841, Construction in Progress.

### For Auditor's Office Use Only:

\$100,000.00; 12584123, 573600 Construction In Progress

Prepared by: Tony Vogel

cc: Utilities

Resolution No. 2025-08.05.v

A resolution to appropriate from unappropriated in a major expenditure object category for Utilities; 5841, Construction in Progress.

(Fairfield County Utilities Department)

This resolution has not yet been voted on.

### CERTIFICATE OF CLERK

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

# A resolution to appropriate from unappropriated in a major expenditure object category for Utilities fund 5842.

WHEREAS, additional appropriations are needed in the major expenditure object category for 5842, Contractual Services, and Health Insurance; 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 category:

\$300,000.00; 12584229 Contractual Services \$1,000.00; 12584229 Health Insurance

Prepared by: Tony Vogel

cc: Utilities

# A resolution to appropriate from unappropriated in a major expenditure object category for Utilities fund 5842.

### For Auditor's Office Use Only:

12584229 530000, \$300,000.00; Contractual Services 12584229 521000, \$1,000.00; Health Insurance

Prepared by: Tony Vogel

cc: Utilities

Resolution No. 2025-08.05.w

A resolution to appropriate from unappropriated in a major expenditure object category for Utilities fund 5842.

(Fairfield County Utilities Department)

This resolution has not yet been voted on.

### CERTIFICATE OF CLERK

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

2025-08.05.x

# 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 August 7, 2025.

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

**Section 1.** That the Fairfield County Board of County Commissioners approves the attached cash disbursement journal.

Prepared by: Auditor/Finance

cc: Finance Office

### **FAIRFIELD COUNTY OHIO - INVOICES BY DEPARTMENT**

### Department

Check #	Check Date	Vend # Vendor Name	Invoice #	Invoice Date	PO#	Warrant	Line Item Description	Amount
1200 - CO	MMISSION	ERS ADMIN						
	<b>FUND: 100</b>	)1 - GENERAL FUND						
5433136	8/7/2025	6416 LANCASTER ROTARY CLUB	3569	7/8/2025	25005472	C0805	7/1/2025-6/30/26 - A.Cordle dues Rotary	300.00
	FUND: 389	96 - HANGAR 2023 CAPITAL PROJ FND						
5433138	8/7/2025	14329 SETTERLIN BUILDING COMPANY	9	7/1/2025	24005004	C0805	2024 Hangar Project 7/1-7/31/25	443,433.98
							TOTAL: COMMISSIONERS ADMIN	443,733.98

8/<del>102/025/207.</del>49 AM

### FAIRFIELD COUNTY OHIO - INVOICES BY DEPARTMENT

### Department

Check #	Check Date	Vend # Vendor Name	Invoice #	Invoice Date	PO#	Warrant	Line Item Description	Amount
2400 - TR	EASURER							
	FUND: 280	04 - 2804 - DTAC TREASURER						
5433137	8/7/2025	11066 FF CO LAND REUTILIZATION CO	RP LB 2025-05	7/29/2025	25001885	5 C0805	LAND BANK FOR PURPOSES IN ARTICLES OF INCORP	100,000.00
							TOTAL: TREASURER	100,000.00
							Summary Total for this report:	543,733.98

8/<del>102025/207.3</del>9 AM

### FAIRFIELD COUNTY OHIO - INVOICES BY DEPARTMENT - SUMMARY

Department	Total Amount
1200 - COMMISSIONERS ADMIN	\$443,733.98
2400 - TREASURER	\$100,000.00
Summary Total For This Report:	\$543,733.98
Commissioner Steven A. Davis	
Commissioner Jeffery M Fix	
Commissioner David L Levacy	

8/<del>1/2/25/21/2.4</del>9 AM

258 age 3 of 3

Resolution No. 2025-08.05.x

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.

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