

Regular Meeting #32 - 2025
Fairfield County Commissioners' Office
August 12, 2025

Review Meeting

The Commissioners met at 9:00 a.m. in the Commissioners' Hearing Room located at 210 E. Main St., Lancaster, OH. Commissioner Fix called the meeting to order, and the following Commissioners were present: Jeff Fix, Steve Davis and David Levacy. Also present: County Administrator, Aundrea Cordle; Deputy County Administrator, Jeff Porter; Commissioners' Clerk, Rochelle Menningen; Information and Communications Coordinator, Bennett Niceswanger; Auditor, Dr. Carri Brown; Sheriff, Alex Lape; Assistant Prosecutor, Steven Darnell; Budget Director, Bart Hampson; JFS Director, Corey Clark; IT Director, Dan Neeley; EMA and Facilities Director, Jon Kochis; Economic and Workforce Development Director, Rick Szabrak; Utilities Deputy Director, Josh Crawford; DD Superintendent, Dr. David Uhl; FCFC Manager, Tiffany Wilson; Interim RPC Director, Holly Mattei; Urban Technician, Chad Lucht; Deputy, Kevin Romaine, and Wildlife Specialist, Lauren Vires. Also in attendance: Ray Stemen and Jerry Starner.

Virtual Attendees: Lisa McKenzie, Lori Hawk, Michael Kaper, Jeff Barron, Joe Ebel, Nikki Drake, Staci Knisley, Beth Cottrell, Vince Carpico, and Shelby Hunt.

Welcome

Commissioner Fix opened the meeting by welcoming everyone in attendance.

Listen & Learn, Update,

Soil and Water Conservation District's (Soil & Water) Education and Wildlife Specialist, Lauren Vires, spoke about the agency's 82nd Annual Meeting. She provided the date, time, and location, along with other important details about the meeting. These details are in the agency's newsletter and in the minutes' packet. Lauren added that the meeting will also include a presentation from a Buckeye Lake Historian, and a conservation award ceremony.

Commissioner Levacy commended the relationship of the Buckeye Lake region and Soil & Water, primarily in regard to the destruction caused by geese in the area.

Lauren Vires stated that geese are migratory animals, but milder winters cause them to stay in the area longer and cause prolonged destruction.

Public Comments

Ray Stemen stated that the issues that typically occur in cities are not exclusive to urban areas and can be experienced in rural communities as well. He closed his remarks with prayer.

Jerry Starner of Amanda Township was appreciative of the county leadership that was in attendance at the Carnation solar project public hearing.

Legal Update

There was no legal update.

County Administration Update

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

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Week in Review

CCAO Post Budget Briefings

The CCAO policy team will host 5 regional meetings to bring Commissioners together to discuss pertinent policy issues and funding included in the state operating budget. There will be 5 separate sessions, with the central region's event to be held on October 3rd in Delaware.

Commission Meetings

The Commissioners' meeting schedule contained several variations as follows:

- August 19 – 9:00 Commission Meeting and Employee Recognition event to follow at 11:30
- August 26 - Commission Meeting at 3:00 pm
- September 4 - Commission Meeting at 9:00 am with no meeting on the regular day of September 2
- The week of September 8 – No meeting

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 voting meeting.

Resolutions of note:

- There are two resolutions to approve the grant agreement between the Fairfield County America 250-Ohio Committee and the America 250-Ohio Commission for the Fairfield County Veterans Hall of Fame, and to appropriate the grant funds. The Fairfield County America 250-Ohio Committee applied for and will receive \$5000 in grant funding.
- The Sheriff's Office has a resolution to approve an agreement with the Board of Commissioners, the Sheriff's Office, and the U.S. Department of Justice United States Marshals Service for housing Federal prisoners in the Fairfield County Jail.
- And Soil & Water has a resolution to sign the Title Services Agreement for the Myers Farm through the Clean Ohio Local Agricultural Easement Purchase Program.

Budget Review

- Budget Director, Bart Hampson, stated that he continues to monitor the sales tax revenue.

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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.*
 - Community Action Meeting with Commissioner Levacy and Representative LaRe, August 13, 2025, 9:30 a.m., LFCAA, 1743 E. Main St., Lancaster
 - Mike Oatney Children's Playground Dedication, August 14, 2025, 10:00 a.m., LFCAA, 1743 E. Main St., Lancaster
 - Family and Children First Council Executive Committee Meeting, August 15, 2025, 8:30 a.m., Fairfield County Agricultural Center, 831 College Ave., Lancaster
 - County Commissioners Association of Ohio, Email Bulletin, August 11, 2025, "2025 Post Budget Briefings", Central Region, October 3, 2025, 9:30 a.m. – 1:30 p.m., Delaware County Byxbe Meeting Room, 1610 State Route 521, Delaware
 - Fairfield County 4-H Summerfest Awards Program, August 17, 2025, Old General Sherman Middle School, 625 W. 5th Ave., Lancaster
 - Violet Township Board of Zoning Appeals, Variance Application for Property Located at 7415 Diley Rd., Canal Winchester, Case VAR-25-13, Public Hearing, August 21, 2025, 7:30 p.m., Violet Township Administrative Offices, 10190 Blacklick Eastern Rd., Pickerington

Correspondence

- CFLP Solid Waste District, August 1, 2025, Combined Education & Recycling 2nd Quarter Report
- Expedited Type II Annexation Petition Filed 8/8/2025, 70.765 Acres +/- from Walnut Township to the Village of Baltimore, Agent for the Petitioner - Jeffrey Feyko

Updates from Elected Officials and Department Heads

Dr. David Uhl stated that staff from the Board of Developmental Disabilities have been preparing to return to school with a weeklong "boot camp."

Chad Lucht thanked the commissioners for their support of the Clean Ohio Local Agricultural Easement Purchase Program application.

Holly Mattei stated that a meeting was held with Walnut Township to discuss creating and adopting language related to a "no fill" policy in the area.

Sheriff Lape thanked Administrator Cordle for her assistance with the NACo Leadership program and added that two employees from his office recently completed the program. He added that his office will have the final inspection for the Ohio Collaborative credentialing at the end of the month. He expects his office to become one of thirty credentialed agencies in the entire state. Ohio has over 900 law enforcement agencies.

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Commissioner Fix asked if there were benefits for the Sheriff's Office being accredited.

Sheriff Lape stated there are revenue streams made available to those agencies with accreditation.

Auditor Brown stated that her office continues with the sexennial update informal hearings, adding that residents have been appreciative of the information. Additionally, the Walnut Local School District had an emergency resolution which the Auditors were able to accommodate.

Commissioner Davis asked if there were remaining spots available for the informal hearings.

Auditor Brown confirmed that her office can add people to the schedule. Her office will also provide training to townships and school districts to help improve ways they receive and exchange information. She thanked Chief Collins for the tour of the training center where she also participated in a simulation. The federal audit has concluded with no major issues to report. Lastly, she mentioned an upcoming fundraiser for FIDO.

Josh Anders reported that the Utilities Department has been working with the Village of Millersport and the Village of Rushville on various projects.

Rick Szabrak spoke about being the President of the Ohio Development Exchange and added that it is impressive in Central Ohio how well development groups work together.

Commissioner Davis asked if Rick is aware of any trends that indicate a decrease in the labor shortage.

Rick Szabrak stated office jobs are becoming more competitive, but there are still many opportunities for blue collar jobs.

Commissioner Fix asked if AI was beginning to replace office jobs.

Rick Szabrak stated that it is already impacting jobs. He stressed the importance of building the workforce and believes that the Columbus region is outpacing most.

Commissioner Fix stated that a Greenfield Township resident had called him regarding his culvert being washed out during the recent storms.

Jon Kochis stated that this will be the county's first attempt at State disaster relief funds. He added that he will meet with the state to do assessments prior to submitting the application for relief funds.

Dan Neeley thanked the staff at the Workforce Center for their patience in tech related outages due to the construction.

Corey Clark stated that ODJFS Director Damschroeder will be visiting his office to shadow the public assistance employees to witness firsthand the services they provide.

Jeff Porter stated that HR is undergoing the insurance carrier renewal processes and continues to experience high utilization. He and his staff are working to address the increase as best they can.

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Old Business

Commissioner Levacy stated that he attended the ATHENA Awards ceremony and believed Jennifer Sitterly to be very deserving of the recognition.

Commissioner Fix stated that he was invited by the County Commissioners Association of Ohio (CCAO) to speak at a meeting of regional planners to explain what Fairfield County is doing to address growth. He also met with Director Szabrak, the Department of Development, One Columbus, Congressman Balderson and State Representative LaRe. Lastly, he reported attending the Carnation solar project public hearing in Amanda.

New Business

Commissioner Fix will begin meeting with villages and townships again to discuss establishing New Community Authorities (NCA).

Commissioner Levacy reported meeting with Congressman Balderson and offered his appreciation for the Congressman choosing to locate his regional office in Fairfield County out of all the 12 Ohio counties that he represents.

Commissioner Davis stated that he had attended the public hearing for the Carnation solar project where he was asked by the attorney present if he was providing comment in his capacity as a commissioner, to which he answered that he was not.

Regular (Voting) Meeting

The Commissioners continued to the Regular/Voting portion of the meeting, and the following Commissioners were present: Jeff Fix, Steve Davis and David Levacy. Also present: County Administrator, Aundrea Cordle; Deputy County Administrator, Jeff Porter; Commissioners' Clerk, Rochelle Menningen; Information and Communications Coordinator, Bennett Niceswanger; Auditor, Dr. Carri Brown; Sheriff, Alex Lape; Assistant Prosecutor, Steven Darnell; Budget Director, Bart Hampson; JFS Director, Corey Clark; IT Director, Dan Neeley; EMA and Facilities Director, Jon Kochis; Economic and Workforce Development Director, Rick Szabrak; Utilities Deputy Director, Josh Crawford; DD Superintendent, Dr. David Uhl; FCFC Manager, Tiffany Wilson; Interim RPC Director, Holly Mattei; Urban Technician, Chad Lucht; Deputy, Kevin Romaine, and Wildlife Specialist, Lauren Vires. Also in attendance: Ray Stemen and Jerry Starner.

Virtual Attendees: Lisa McKenzie, Lori Hawk, Michael Kaper, Jeff Barron, Joe Ebel, Nikki Drake, Staci Knisley, Beth Cottrell, Vince Carpico, and Shelby Hunt.

Pledge of Allegiance

Commissioner Fix asked everyone to rise as able and lead the Pledge of Allegiance.

Announcements

None

Approval of Minutes for August 5, 2025

On the motion of David Levacy and the second of Steve Davis, the Board of Commissioners voted to approve the Minutes for Tuesday, August 5, 2025, meeting.

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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 resolutions from the Fairfield County Commissioners:

- 2025-08.12.a A Resolution to Amend Resolution 2024-06.25.b, Which Accepted the Transfer of Governance from the City of Lancaster for the Department then Known as Lancaster Fairfield Public Transit
- 2025-08.12.b A resolution to approve a Grant Agreement between the Fairfield County America 250-Ohio Committee and the America 250-Ohio Commission for the Fairfield County Veterans Hall of Fame.
- 2025-08.12.c A resolution to appropriate from unappropriated funds in a major expense object categories for the General Fund# 1001, American 250 Grant
- 2025-08.12.d A resolution to approve a memo transactions for interest allocation reimbursements for Fairfield Department of Health, Fairfield County Parks, & Fairfield County Port Authority – Fund #7012, #7321, #7308, & #7865.

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

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:

- 2025-08.12.e A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Board of Elections; Fund # 2884 SOS 2025 Primary Election Funding

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

Approval of 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:

- 2025-08.12.f A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Fairfield County Adult Probation; Fund # 2365, County Probation
- 2025-08.12.g A Resolution Approving an Account-to-Account Transfer into a Major Expenditure Object Category – Fund # 1001, Common Pleas – Admin

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

Approval of a Resolution from Fairfield County Economic & Workforce Development

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

2025-08.12.h A resolution authorizing the approval of repayment of an advance to the General Fund – Fund #7831, WIOA 20/21

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

Approval of Resolutions from the Fairfield County Emergency Management Agency

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

2025-08.12.i A resolution to request for appropriations from unappropriated for EMA Public Utilities Commission of Ohio Grant Fund 2898/8374

2025-08.12.j A resolution to appropriate from unappropriated in a major expenditure object category EMA Fund 2091 Local Emergency Planning Committee

2025-08.12.k A resolution to approve an Agreement between Fairfield County Board of Commissioners and Central Ohio Trauma System.

Jon Kochis stated that the resolution was to provide training to dispatchers.

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:

2025-08.12.l A resolution to appropriate from unappropriated in a major expenditure object category County Engineer 2024-Motor Vehicle for materials & supplies

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:

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2025-08.12.m A Resolution to approve a Contract Amendment between Steed Hammond Paul, Inc., d/b/a SHP Architects, Inc., and the Fairfield County Commissioners

Jon Kochis stated that the resolution was for the Building Trades classroom at 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:

- 2025-08.12.n 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
- 2025-08.12.o A Resolution regarding an amendment for a previously approved Network Placement and Related Services Agreement between Champion Life House LLC and Child Protective Services Department.
- 2025-08.12.p A Resolution regarding an amendment for a previously approved Network Placement and Related Services Agreement between NECCO, Inc. and Child Protective Services Department.

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

Approval of Resolutions from the Fairfield County Sheriff

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

- 2025-08.12.q A resolution authorizing the approval of an agreement with the Fairfield County Board of Commissioners (Fairfield BCC), the Fairfield County Sheriff's Office (Fairfield Sheriff) and the U.S. Department of Justice United States Marshals Service for housing Federal prisoners in the Fairfield County Jail
- 2025-08.12.r A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Sheriff; 2909, Marine Patrol Grant
- 2025-08.12.s A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Sheriff; 2442, Commissary
- 2025-08.12.t A resolution to approve the purchasing of a gun by a retiring officer

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2025-08.12.u A resolution authorizing the approval of a contract extension with the Fairfield County Board of Commissioners (Fairfield BCC), the Fairfield County Sheriff's Office (Fairfield Sheriff) and the Hocking County Board of Commissioners (Hocking BCC) and the Hocking County Sheriff (Hocking Sheriff) for housing prisoners in the Fairfield County Jail

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:

2025-08.12.v A resolution to authorize the Fairfield County Commissioners to sign the South Central Ohio Major Crimes Unit Subgrant Award Agreement for the Attorney General Drug Abuse Response Team (DART) 2025 Grant

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 Soil and Water Conservation District

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 Soil and Water Conservation District:

2025-08.12.w A resolution to sign the Title Services Agreement for the Myers Farm through the Clean Ohio Local Agricultural Easement Purchase Program with the Ohio Department of Agriculture.

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:

2025-08.12.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

Commissioner Fix called for a ten-minute recess at 9:50 a.m.



REVIEW AGENDA

BOARD OF COMMISSIONERS

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

County Administrator
Aundrea N. Cordle

Deputy County Administrator
Jeffrey D. Porter

Clerk
Rochelle Menningen

Tuesday, August 12, 2025
9:00 a.m.

1. Review

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

2. Welcome

3. Listen & Learn, Soil and Water Conservation District

Lauren Vires, Education and Wildlife Specialist

4. Public Comments

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

5. Legal Update

6. County Administration Update

- a. Week in Review
- b. Highlights of Resolutions
- c. Budget Review
- d. Calendar Review/ Invitations Received
 - i. Community Action Meeting with Commissioner Levacy and Representative LaRe, August 13, 2025, 9:30 a.m., LFCAA, 1743 E. Main St., Lancaster
 - ii. Mike Oatney Children's Playground Dedication, August 14, 2025, 10:00 a.m., LFCAA, 1743 E. Main St., Lancaster
 - iii. Family and Children First Council Executive Committee Meeting, August 15, 2025, 8:30 a.m., Fairfield County Agricultural Center, 831 College Ave., Lancaster
 - iv. County Commissioners Association of Ohio, Email Bulletin, August 11, 2025, "2025 Post Budget Briefings", Central Region, October 3, 2025, 9:30 a.m. – 1:30 p.m., Delaware County Byxbe Meeting Room, 1610 State Route 521, Delaware
 - v. Fairfield County 4-H Summerfest Awards Program, August 17, 2025, 7:00 p.m., Old General Sherman Middle School, 625 W. 5th Ave., Lancaster

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REVIEW AGENDA

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County Administrator
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Deputy County Administrator
Jeffrey D. Porter

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- vi. Violet Township Board of Zoning Appeals, Variance Application for Property Located at 7415 Diley Rd., Canal Winchester, Case VAR-25-13, Public Hearing, August 21, 2025, 7:30 p.m., Violet Township Administrative Offices, 10190 Blacklick Eastern Rd., Pickerington

e. Correspondence

- i. CFLP Solid Waste District, August 1, 2025, Combined Education & Recycling 2nd Quarter Report
- ii. Expedited Type II Annexation Petition Filed 8/8/2025, 70.765 Acres +/- from Walnut Township to the Village of Baltimore, Agent for the Petitioner - Jeffrey Feyko

7. Updates from Elected Officials and Department Heads

8. Old Business

9. New Business

10. Regular (Voting) Meeting

11. Adjourn

12. State of the County Planning Session, 10:00 a.m.

13. Commissioner Levacy Video with Congressman Balderson, 2:00 p.m.

SERVE • CONNECT • PROTECT

Quarters Total 2021, Total 2022, Total 2023, Total 2024, Quarter 1, 2, 3, 2025 – American Rescue Plan Fiscal Recovery Funds, as of 8.7.2025.

From the \$30,606,902.00 received as the first and second tranche of fiscal recovery funds. \$30,606,902.00 has been appropriated, \$29,516,907.82 expended, \$964,156.87 encumbered or obligated.

Project/Category		As of 8/7/25 Appropriations	As of 8/7/25 Expenditure	As of 8/7/25 Obligation
Public Health				
R15a	Public Health, PPE	199.90	199.90	0.00
R16a	Public Health, Medical Expenses	206,838.33	206,838.33	0.00
R16b	Public Health, COVID Medial Costs County Benefits Program	399,949.66	399,949.66	0.00
R17a	Public Health, Vaccination Clinic and Related Expenses	66,362.57	66,362.57	0.00
R17b	Public Health, Capital Investments and Public Facilities of the County	3,426,059.58	3,424,899.58	1,160.00
R17c	Public Health, Capital Investment for Air Quality Improvements	56,674.00	56,674.00	0.00
R17d	Public Health, Capital Investment for Health Equipment, Mobile Morgue	49,498.87	49,498.87	0.00
R17e	Public Health, Capital Investment for Sheriff Cruiser to Respond to Increased Violence	54,250.98	54,250.98	0.00
R18a	Professional Communications on Behalf of the Board of Health	34,577.94	34,577.94	0.00
R18b	Public Health, Creation of a Community Health Assessment (CHA)	48,943.10	48,943.10	0.00
R19a	Public Safety Payroll Support	1,545,884.42	1,545,884.42	0.00
R19b	Public Health Payroll Support	185,406.39	185,406.39	0.00
R19c	Other Public Sector Payroll Support	275,236.47	275,236.47	0.00
R110a	Mental and Behavioral Health	0.00	0.00	0.00
Subtotal Public Health		6,349,882.21	6,348,722.21	1,160.00
Negative Economic Impacts				
R210a	Emergency Assistance for Non-Profit Organizations, a Subgrant to the City of Lancaster	0.00	0.00	0.00
R210b	Emergency Assistance for Non-Profits, Subgrant The Lighthouse	120,000.00	120,000.00	0.00
R210c	Salvation Army	500,000.00	500,000.00	0.00
R210d	Habitat for Humanity	610,000.00	610,000.00	0.00

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Project/Category		As of 8/7/25 Appropriations	As of 8/7/25 Expenditure	As of 8/7/25 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	Emergency Assistance Business Planning	146,829.87	146,829.87	0.00
R213a	Support for Agriculture and the Growing Community	35,000.00	35,000.00	0.00
R213b	Technical Assistance for Townships & Others	399,354.84	399,354.84	0.00
R213c	Contracts for Services to Support Residents Suffering Effects of the Pandemic	96,700.00	96,700.00	0.00
Subtotal Negative Economic Impacts		6,426,158.72	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				
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

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Project/Category		As of 8/7/25 Appropriations	As of 8/7/25 Expenditure	As of 8/7/25 Obligation
Infrastructure				
R52a	Clean Water: Centralized Collection and Conveyance, Airport	550,210.54	550,210.54	0.00
R52b	Clean Water: Centralized Collection and Conveyance, Walnut Creek Sewer District	750,000.00	750,000.00	0.00
R52c	Clean Water: Centralized Collection and Conveyance, Regional Lift Station	2,761,835.85	2,610,401.78	151,434.07
R56a	Clean Water, Stormwater	539,895.00	539,895.00	0.00
R511a	Drinking Water: Transmission/Distribution, Grant Hampton	800,318.61	800,318.61	0.00
R511b	Drinking Water: Transmission/Distribution, Airport	100,805.00	100,805.00	0.00
R511c	Drinking Water: Transmission/Distribution, Greenfield	221,535.69	221,535.69	0.00
R511d	Drinking Water: Transmission/Distribution, Baltimore	613,000.00	613,000.00	0.00
R511e	Drinking Water: Transmission/Distribution, Pleasantville	834,000.00	780,162.36	53,837.64
R516a	Broadband, "Last Mile" Projects	0.00	0.00	0.00
Subtotal Infrastructure		7,171,600.69	6,966,328.98	205,271.71
Revenue Loss				
R61a	SaaS and Technological Equipment	369,959.32	369,959.32	0.00
R61b	Recorder Document Scanning	337,984.72	337,984.72	0.00
R61c	Clerk of Courts Case Management	375,000.00	375,000.00	0.00
R61d	MARCS Tower Project	566,210.00	566,210.00	0.00

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Project/Category		As of 8/7/25 Appropriations	As of 8/7/25 Expenditure	As of 8/7/25 Obligation
R61e	Dispatch Consoles	543,820.85	543,820.85	0.00
R61f	Fairfield Center Purchase	2,708,752.85	2,708,752.85	0.00
R61g	Fairfield Center Renovation	3,344,528.02	3,225,277.92	119,250.10
R61h	Community School Attendance Program	501,137.00	501,137.00	0.00
R61i	Workforce Center Expansion	0.00	0.00	0.00
R61j	Smart Growth	197,657.97	197,657.97	0.00
R61k	United Way and Dolly Parton's Imagination Library	25,000.00	25,000.00	0.00
R61l	Auditor Historical Records Scanning	0.00	0.00	0.00
R61m	Engineer's Radios	80,000.00	80,000.00	0.00
R61n	Auditor Printers	4,357.66	4,357.66	0.00
R61o	Auditor Copiers	11,983.30	11,983.30	0.00
R61p	Bremen ADA Ramps	26,954.00	26,954.00	0.00
R61q	Transportation School Education Vehicles	38,357.90	38,357.90	0.00
R61r	Safety and Security	454,622.00	454,656.40	5.60
R61s	MAPSYS Custom Taxing Authority Management Application	52,433.00	48,000.00	4,433.00
R61t	County Radios	61,537.50	60,735.41	802.09
R61u	Transportation	243,000.00	243,000.00	0.00
R61v	Transportation Rebranding	20,057.45	4,000.00	16,057.45
R517a	Beavers Field Utilities	36,606.46	36,606.46	0.00
Revenue Loss		10,000,000.00	9,859,451.76	140,548.24

Quarters Total 2021, Total 2022, Total 2023, Total 2024, Quarter 1, 2, 3, 2025 – American Rescue Plan Fiscal Recovery Funds, as of 8.7.2025.

From the **\$30,606,902.00** received as the first and second tranche of fiscal recovery funds. **\$30,606,902.00** has been appropriated, **\$29,516,907.82** expended, **\$964,156.87** encumbered or obligated.

Project/Category		As of 8/7/25 Appropriations	As of 8/7/25 Expenditure	As of 8/7/25 Obligation
Administration				
R71a	Administrative Expenses	591,798.66	465,961.35	0.00
Subtotal Administration		591,798.66	465,961.35	0.00
Grand Total		\$30,606,902.00	\$29,516,907.82	\$964,156.87

ADMINISTRATIVE AUTHORITY ITEMS
FAIRFIELD COUNTY COMMISSIONERS' OFFICE
AUGUST 04, 2025 TO August 10, 2025

Fairfield County Commissioners

- AA.08.05-2025.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.08.06-2025.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 Dog Shelter

- AA.08.07-2025.b An Administrative Approval for signature on the Vehicle Sale Agreement Certificate between Enterprise and Fairfield County Board of Commissioners [Dog Shelter]

Fairfield County Facilities

- AA.08.07-2025.c An Administrative Approval authorizing an Agreement between Arab Termite & Pest control, and the Fairfield County Commissioners for Termite Control at the Administrative Courthouse [Facilities]
- AA.08.07-2025.d An Administrative Approval authorizing an Agreement between Arab Termite & Pest control, and the Fairfield County Commissioners for Termite Control at the Hall of Justice [Facilities]
- AA.08.07-2025.e An Administrative Approval of a Contract Amendment 1 between Steed Hammond Paul, Inc., d/b/a SHP Architects, Inc., and the Fairfield County Commissioners [Facilities]

Fairfield County Family and Children First Council

- AA.08.07-2025.a Administrative Approval authorizing a grant agreement between the Fairfield County Family and Children First Council and the Ohio Department of Medicaid for SFY26. [Family and Children First Council]

Fairfield County Human Resources

- AA.08.04-2025.a An Administrative Approval to Approve Newly Hired Employees Under The Appointing Authority of The Fairfield County Board of Commissioners [Fairfield County Human Resources]



2025 POST BUDGET BRIEFINGS

The CCAO policy team is excited to announce five regional meetings to bring together commissioners from across the state and discuss pertinent policy issues and funding included in the state operating budget.

The events will begin at **9:30 am and end at 1:30 pm** unless otherwise noted. Lunch will be served. You are welcome to attend any of the events listed below. An event agenda is also included below.

Please RSVP to Karla Dunbar at kdunbar@ccao.org or 614-221-5627 and specify which event you plan to attend. Please also include any dietary requirements in your RSVP.

We look forward to seeing you soon!

SEPTEMBER 15 – NORTHWEST REGION
 Allen County OhioMeansJobs
 951 Commerce Pkwy, Lima, OH 45804

SEPTEMBER 22– NORTHEAST REGION
 Reed Memorial Library / Jenkins Room
 167 East Main Street, Ravenna, OH 44266

SEPTEMBER 29 – SOUTHWEST REGION
 Greene County, Media Room
 541 Ledbetter Rd., Xenia, OH 45385

OCTOBER 03 – CENTRAL REGION
 Delaware County Byxbe Meeting Room
 1610 State Route 521, Delaware, OH 43015

OCTOBER 06 – SOUTHEAST REGION
 Parks Edge Event Center
 601 E Main St., Jackson, OH 45640

Event Agenda

9:30 am – 10:00 am	Registration & Networking
10:00 am – 11:00 am	Budget Overview Presentation Part 1
11:00 am – 11:10 am	Break
11:10 am – 12:10 pm	Budget Overview Presentation Part 2
12:10 pm – 1:30 pm	Lunch with county updates and “Ask the Policy Team”

2025 Post Budget Roundtable Invite

Dear Fairfield County Commissioners,

On behalf of the Fairfield County 4-H Youth Development Program, I would like to extend a warm invitation to our annual 4-H Summerfest Awards Program, on Sunday, August 17, 2025, at Old General Sherman Middle Scholl, located at 625 West 5th Avenue, Lancaster, OH 43130.

This event recognizes the outstanding achievements of our 4-H youth who have excelled during summer project judging and at the Ohio State Fair. Youth being honored have placed at either the county level, state level, or both. Summerfest serves as a celebration of the dedication, leadership, and hard work throughout the program year. At this time we are not asking for any certificates from your office.

The awards ceremony will begin promptly at 7:00 p.m., and is expected to last approximately 90 minutes. Parking is limited at the venue, so we encourage carpooling and respectfully request that attendees refrain from parking along 5th Avenue, out of consideration for the local residents.

We would be honored by your presence as a guest and community supporter of positive youth development. Your attendance would mean a great deal to our 4-H members and their families.

If you have any questions,

Haley Black

Program Assistant, 4-H Youth Development

College of Food, Agricultural, and Environmental Sciences

OSU Extension, Fairfield County

831 College Ave, Suite D, Lancaster, OH 43130

740-277-4622 Office

black.768@osu.edu / osu.edu



VIOLET TOWNSHIP ZONING OFFICE

10190 Blacklick–Eastern Road
Pickerington Ohio 43147
(614) 575-5560 • fax (614) 575-5562
www.violet.oh.us

August 4, 2025

Subject: Variance Application

Dear Property Owner:

The Violet Township Board of Zoning Appeals will hold a Public Hearing at 7:30 p.m. on Thursday, August 21, 2025 at the Violet Township Administrative Offices located at 10190 Blacklick Eastern Road, Pickerington to consider the following:

Case VAR-25-13: an application for variance filed by ECB Norwalk LLC dba EC Babbert, 7415 Diley Road, Canal Winchester, for property located at 7415 Diley Road, Canal Winchester, owned by NCI Real Estate LLC, 80 Commerce Dr, Norwalk, OH. This application requests variances from the provisions of Violet Township Zoning Resolution Section 3U2-01 and 3U2-06 to allow a concrete batch plant to be placed closer than permitted to a M-3 District boundary line; Section 3U2-04 to allow manufacturing equipment, raw materials and finished products directly related to the manufacturing process which are unhoued to be located closer to the centerline of a public right-of-way and/or district boundary line than permitted; to allow the height of a concrete batch plant to exceed that permitted closer than 150 feet to a road or district boundary line. This application modifies Case VAR-24-18, a variance request approved in August 2024.

This application is available for examination from Friday, August 8, 2025 through Thursday, August 21, 2025, inclusive, Mondays through Fridays, excluding legal holidays, during the hours of 8:00 a.m. to 4:30 p.m. at the Violet Township Administrative Offices, 10190 Blacklick-Eastern Road, Pickerington, Ohio 43147.

The person responsible for giving notice of this public hearing by publication is Kelly Sarko, Violet Township Zoning Inspector.

Violet Township Board of Zoning Appeals

Denise Cole, Chair

Jeff Fix

Coshocton
Fairfield
Licking
Perry
Solid Waste District

August 1, 2025

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

Dear Jennie,

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

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

The following change was made to your report.

1. **Salaries** – The amount of \$120,208.33 was submitted. The **amount of \$120,653.63** was allowed. The difference of \$445.30 was due to an adjusted salary calculation form for Randy Singer.
2. **Fringes** – The amount of \$55,816.41 was submitted. The **amount of \$56,207.57** was allowed. The difference of \$391.16 was due to an adjusted fringe calculation form for Randy Singer.
3. **Supplies** – The amount of \$2,756.77 was submitted. The **amount of \$2,769.95** was allowed. The difference of \$13.18 was from three Gordon Fleisch invoices being moved from equipment maintenance to supplies.
4. **Equipment Maintenance** – The amount of \$9,064.86 was submitted. The **amount of \$9,051.68** was allowed. The difference of \$13.18 was from three Gordon Fleisch invoices being moved from this line item to supplies.
5. **Vehicle Maintenance** – An invoice for Fleetmasters dated 1-17-25 was submitted to be added to the first quarter report. The amount of the invoice was \$352.81. The first quarter vehicle maintenance expenses were revised, making the total **\$12,601.75**.

Programmatically, the report documents very good progress toward meeting 2025 goals and objectives. If you have any questions or concerns, please do not hesitate to call our office at 740-349-6308.

Thank you,



Kate Campbell
Assistant Director

cc: Fairfield County Commissioners
Kim Sorg

FAIRFIELD RECYCLING - EDUCATION
FINANCIAL STATEMENT
As of June 30, 2025

	Contract Budget	Revised First Qtr Expenses	Second Qtr Expenses	Third Qtr Expenses	Fourth Qtr Expenses	Balance Remaining
Salaries	506,059.21	132,274.50	120,653.63	0.00	0.00	253,131.08
Fringes	381,923.98	58,953.92	56,207.56	0.00	0.00	266,762.49
Supplies	19,513.26	3,635.20	2,756.77	0.00	0.00	13,121.29
Postage	450.00	56.19	25.03	0.00	0.00	368.78
Equipment Purchase	16,500.00	2,281.49	940.50	0.00	0.00	13,278.01
Equipment	31,206.00	3,369.56	9,051.68	0.00	0.00	18,784.76
Vehicle Purchase	0.00	0.00	0.00	0.00	0.00	0.00
Vehicle Maintenance	72,294.54	12,601.75	15,024.53	0.00	0.00	44,668.26
Training	2,000.00	0.00	390.00	0.00	0.00	1,610.00
Membership	170.00	170.00	0.00	0.00	0.00	0.00
Advertising/Print	2,524.00	316.20	1,495.00	0.00	0.00	712.80
Awards/Promotion	6,170.00	645.99	660.00	0.00	0.00	4,864.01
Signs	2,280.00	419.41	0.00	0.00	0.00	1,860.59
Educational Reimbursements	0.00	0.00	0.00	0.00	0.00	0.00
Workshops	2,250.00	78.67	630.20	0.00	0.00	1,541.13
Site Host Stipend	11,000.00	0.00	0.00	0.00	0.00	11,000.00
Disposal of Litter/Contaminants	52,080.00	8,802.56	19,438.58	0.00	0.00	23,838.86
Collection/Processing Svc	0.00	0.00	0.00	0.00	0.00	0.00
Handling/Ttransportation	0.00	0.00	0.00	0.00	0.00	0.00
Contingencies	200.00	0.00	0.00	0.00	0.00	200.00
TOTAL	1,106,620.99	223,605.44	227,273.48	0.00	0.00	655,742.06

FAIRFIELD 2025 OUTREACH PLAN

Audience	Commitments in Solid Waste Plan	2025 Strategies	First Qtr	Second Qtr
Residents	Maximize visibility of recycling opportunities and recycling in general	Interactive display at county fair and other public events; assist same with offering recycling opportunities for the public; loan recycling containers for public events	Display at the Amanda Clearcreek Science Night, Sycamore Library, Baltimore Library, Bremen Library, Northwest Library and Pickerington Library. Each display contained information on accepted materials, upcoming events, HHW, etc. County relator packet is available on the recycling website. Shredding and Electronics Recycling Event advertised on social media and published on our website	Display at the Lancaster Main Library, Seeds of Change Jobs and Family Service Fun Fair, and Bremen-Bethel Presbyterian Church. Each display contained information on accepted materials, upcoming events, HHW, etc. Hefty ReNew Recycling Program began allowing an option for hard to recycle materials to be recycled properly. Shredding/Electronics Event, Tire Recycling Collection Event and HHW Collection Event advertised on social media and website. Two adult recycling presentations occurred.
	Reinforce recycling the right materials to increase recycling participation and decrease contamination	Encourage "report a dumper" to public; focus education on clean recyclable and "recycling right", at least one printed article and a flyer on safer alternative to HHW, incorporate "buy recycled" message into all communications. Offer recycling opportunities such as free shredding, electronic and tire recycling to encourage people to recycle right	Free confidential shredding offered at the Recycling Center. Social media posts encourage residents to report a dumpster, keep materials clean, battery, electronic and motor oil recycling. Display and educational presentations discussed buy recycled items with examples. Free shredding offered at the Recycling Center	Free confidential shredding offered at the Recycling Center. Social media posts discussed reporting a dumpster, recycle right, Hefty ReNew Recycling Program, Electronics/Shredding Recycling Day, Tire Recycling Event, and HHW Event. Display and educational presentations discussed purchasing items made from recycled content, accepted materials and Hefty ReNew Recycling Program
	Create outreach for under-represented populations	Radio programs, PSA and social media posts with educational message to help participate in recycling, including material to apartment dwellers/managers. Offer low cost recycling opportunities such as free document shredding, electronic recycling and tire recycling	Displays at Sycamore Library, Pickerington Library, Northwest Library, and the Bremen Library. Each display contained information on accepted materials. Information on residential recycling sites were made available during all events and presentations. Free shredding offered at the Recycling Center. Free Electronic and Shredding Event advertised on social media	One video recording with OSU Extension occurred discussing accepted materials, purchasing recycled products and Hefty ReNew Recycling Program. Display at the Lancaster Main Library, Seeds of Change, Jobs and Family Service Fun Fair, and Bremen-Bethel Presbyterian Church. Information on residential recycling was made available at display events, social media and the website. PSA's were sent out discussing accepted materials and upcoming recycling opportunities. Shredding/Electronics event offered free shredding and no cost to most electronics, TV's had a low recycling fee
Schools/youth	Update school activities and presentations to meet instructional standards	Contests, presentations, camps, workshops and educational videos following Ohio Department of Education Standards	OALPRP scholarship posted on social media and sent to high school staff. For the first quarter, 50 youth presentations occurred with 2,047 youth and 80 adults in attendance. Presentations discussed recycling, accepted materials, buying recycled products, pollution, wildlife, composting, etc	84 youth presentations occurred with 1,491 youth and 95 adults in attendance. Presentations focused on recycling, accepted materials, buying recycled products, pollution, composting, etc. Earth Camp occurred with 50 students in attendance at Smoek Park. Students practiced reducing, reusing and recycling with activities
	Link classroom education with actual recycling opportunities	Billboard Contest (presentation and contest), presentations with recycling center tour. Presentation and club meetings or starting/improving school recycling. Offer volunteer opportunities at the recycling center for older youth. Provide support with youth recycling projects	1,281 students from 15 elementary schools received presentations on the Third Grade Billboard Recycling Contest, accepted materials, waste identification, pollution, landfills, etc. 19 presentations occurred for the Billboard Recycling Contest. One interview with a Master Student on careers in sustainability and waste challenges. OALPRP Scholarship opportunity submitted to high school teachers and posted on social media. Display at 3 Real Money Real World Simulations explaining the importance of waste and recycling with Junior High Students	84 youth presentations occurred with 1,491 youth and 95 adults in attendance. Presentations focused on recycling, accepted materials, buying recycled products, pollution, composting, etc. Earth Camp occurred with 50 students in attendance at Smoek Park. Students practiced reducing, reusing and recycling with activities
	Provide technical assistance in setting up school recycling programs	Yearly school check in with schools on recycling program with information on school recycling amount and recycling tips. Provide support with youth recycling projects	One school received additional recycling bins for their program. Checked in with one school on recycling program. One school acknowledged on social media for their sustainable efforts	Seeds of Change announced Third Grade Billboard Contest winners during the presentation. Two youth presentations occurred at the Recycling Center and received tour of MRF. There was one youth volunteer who assisted in Seeds of Change and recycling prep work
Businesses	Maximize communication with commercial businesses and highlight successes	Biannual newsletter with business focused emails to county businesses. Feature business recycling and sustainability efforts on social media	Businesses emailed with information on upcoming recycling events. County newsletter contained information on upcoming Electronics/Shredding Event and Seeds of Change	One phone conversation with a local elementary school on how to improve recycling program for upcoming school year and adjusted recycling services. Assisted schools with end of the year clean out disposal and recycling options
	Provide technical support to start up recycling businesses	Attend career days, trade shows and to distribute recycling resource guides. Offer flyer on website with information on starting recycling business	Recycling Business Guide made available on our website	Recycling Business Guide made available on our website
	Provide information to businesses on recycling service providers and opportunities	Offer waste evaluations, newsletter contest specific to business needs. Attend county's environmental stewardship meeting offering guidance for office recycling programs	One waste evaluation occurred connecting local hospital with multiple recycling services. Waste evaluation's main goal is to improve recycling contamination and capturing plastic film. Attended county's environmental stewardship meeting updating county on recycling programs	Checked in on one business who formerly received waste evaluation on status of program. Information sent to businesses by email about recycling opportunities
	Maintain relationship with business/trade organizations	Participate in Chamber events. Hold one roundtable session per year virtually for business networking opportunities to manage waste promote waste evaluations	Chamber received information on upcoming events. Partnered with Fairfield County to recycle boxes of old cassette tapes. Offered one Roundtable with OSU Sustainability team as speakers	Display at Chamber Trade Show with information on recycling, HHW, purchasing recycled products, Hefty ReNew Program, etc. Business Card Raffle occurred during the event and received 30 new contacts as a result
Political Leaders	Provide technical support and encouragement to community recycling efforts	Communicate with all township and village offices at least once with updated contact information, summary of assistance available and invitation to put a link of community websites to the county recycling office. Promote and publicize community events, loan recycling containers, help start new twp or village recycling programs, emails to townships quarterly, promote village curbside programs	Townships received information on their 2024 recycling statistics in their jurisdiction. Host site contracts were mailed for renewal as well as requesting updated contact information. Fairfield Soil and Water Conservation Electronics Recycling Event shared on social media	Townships emailed with information on upcoming events. Meetings with two townships discussing ways to improve residential recycling sites
	Participation in community events to promote recycling	Recycling displays at events with information and supplies about buying recycled, accepted material, and local services. Promote local recycling collection events	Article in county's newsletter with information on Electronics and Shredding Day Event. Emailed townships with information on upcoming events	During the Electronics/Shredding Event and Tire Collection Event, residents were surveyed over knowledge of motor oil recycling, shredding services and their township. Two organizations received supplies for litter clean up events
Industries	Provide information on recycling service providers and opportunities	Offer one industry roundtable virtually with information tailored to county manufacturers	RoundTable featured OSU Sustainability on waste reduction and conducting a waste evaluation	
	Provide technical support in implementing a recycling program	Offer waste evaluations to start and expand recycling programs	Waste evaluations offered during presentations and display events	Worked closely with Cirba Solutions in lieu of HHW event. Cirba Solutions donated to HHW event, allowing us to provide an opportunity to residents to properly dispose of HHW
	Maximize communication with industries	Visits, phone calls, and at least one newsletter that reaches all county manufacturers. Attend Chamber Events to network and expand emailing list for newsletter	Waste evaluations offered during presentations and display events	Display at Chamber Event with information on recycling and services. Business Card Raffle Industries were assisted by phone and email with information on commercial services, shredding services, HHW Disposal, scrap metal recycling and accepted materials

Required: Website kept current
Comprehensive Resource Guide distributed
Infrastructure Inventory distributed

Specialty for all audiences
08/12/2025



Village of Baltimore

Fairfield County

103 West Market Street
Baltimore, Ohio 43105

Phone: 740-862-4491
Fax: 740-862-4368

Rick Ellas
Mayor

Matthew Nihiser
Village Administrator

Brian Bibler
Fiscal Officer

Jeffrey Feyko
Village Solicitor
115 N. Center Street
Pickerington OH 43147
Phone: (614) 837-1870
Fax: (614) 837-2235

August 8, 2025

By Hand Delivery

Attention: Rochelle M. Menningen, Clerk
The Board of County Commissioners of Fairfield County, Ohio
210 East Main Street, Room 301
Lancaster, Ohio 43130

RE: Petition for Annexation of 70.765 Acres, More or Less, in Walnut Township, Fairfield County, Ohio to the Village of Baltimore, Ohio, Utilizing the Special Procedure of O.R.C. Section 709.023, et seq. (570 BSR & Stick Bundlers Annexation)

Dear Rochelle:

Please see the following attached documents, that need to be filed in the above annexation:

- Petition for Annexation, with attached Exhibit A (legal description), Exhibit B (Plat of Annexation), and List of All Tracts Adjacent to/Across Road from property to be annexed;
- A check for the filing fee in the amount of \$125.00, *# JEM Menningen*

Thank you for your assistance. In the meanwhile, please let me know if you have any questions.

Respectfully,

Jeffrey Feyko, Co-Agent for Petitioners
& Baltimore Village Solicitor

JF/bch

Enclosures

cc: James R. Cotugno, Co-Agent
Village Administrator
Village Fiscal Officer

RECEIVED

AUG 12 2025

**PETITION FOR ANNEXATION OF 70.765 ACRES,
MORE OR LESS, IN WALNUT TOWNSHIP, FAIRFIELD
COUNTY, OHIO, TO THE VILLAGE OF BALTIMORE,
OHIO, UTILIZING THE SPECIAL PROCEDURE OF
OHIO REVISED CODE SECTION 709.023 ET SEQ.**

TO: The Board of County Commissioners of Fairfield County, Ohio

Now come the undersigned Petitioners in these premises, being one hundred percent (100%) of the owners of certain property as hereinafter described and request that their property be annexed to the Village of Baltimore, Ohio. The territory proposed for annexation contains 70.765 acres, more or less, in Walnut Township, Fairfield County, and is contiguous to the boundary of the Village of Baltimore, Ohio, for five percent (5%) or more of the territory proposed for annexation. The undersigned understand that the property will not be excluded from the Township upon the approval of the annexation request.

An accurate description of the perimeter and area of the territory sought to be annexed is attached hereto and made a part hereof as EXHIBIT A. A map or plat of the above described territory sought to be annexed is attached hereto and made a part hereof as EXHIBIT B. The territory proposed for annexation does not exceed five hundred (500) acres.

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

There is no annexation agreement between the municipality and the Township pursuant to ORC §709.192 applicable to this annexation or an applicable Cooperative Economic Development Agreement (C.E.D.A.) pursuant to ORC §701.07.

The number of owners in the territory sought to be annexed is two (2) and the number of owners who signed the petition is two (2).

The owners who signed this petition by their signatures expressly waive their right to appeal in law or equity from the Board of County Commissioners' entry of any resolution passed under ORC §709.023 and waive any right that they may have to sue on any issue relating to a municipal corporation requiring a buffer as provided in ORC §709.023 and further waive any rights to seek a variance that would relieve or exempt them from that buffer requirement.

Jeffrey Feyko, 115 North Center Street, Pickerington, Ohio, 43147 (Phone: 614-837-1870), and James R. Cotugno, 11625 Poplar Creek Rd. NW, Baltimore, Ohio 43105 (Phone: 614-206-1848) are hereby appointed Co-Agents for the undersigned Petitioners, as required by ORC §709.02, and said Petitioners' Co-Agents are hereby authorized to make any amendments and/or deletions which in their absolute and complete discretion are proper under the circumstances then existing. In addition, the Petitioners' Co-Agents are authorized to make such amendments and/or deletions in this petition, map, plat or description in order to correct any discrepancy or mistake noted by the County Engineer or others in their examination of the petition, map, plat or description. Amendments to correct the map, plat or description may be made by the presentation of an amended map or plat and description to the Board of County Commissioners on, before or after the date set for hearing of this petition unless otherwise specified by law.

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

James R Cotugno

570 BSR, LLC, Owner

7-23-25

Date

By *James R Cotugno* / *Manager*

(Printed Name & Title)

692 Hill Rd. N.
Pickerington, Ohio 43147

and

Marshall McCormick

STICK BUNDLERS, LLC, Owner

7/23/25

Date

By *Marshall McCormick*
(Printed Name & Title) *Authorized Member*

1290 Aida Rd.
Reynoldsburg, Ohio 43068

RECEIVED

AUG 08 2025

Fairfield County
Commissioners

**LIST OF ALL TRACTS, LOTS OR PARCELS INSIDE
AND ADJACENT TO AND/OR ACROSS THE ROAD
FROM THE TERRITORY TO BE ANNEXED
(PURSUANT TO ORC §709.02[D])**

NAME OF OWNER	MAILING ADDRESS	PARCEL NUMBER	ACRES
Norfolk Southern Combined Railroad	c/o Norfolk Southern Corp. Taxation Dept. 3 Commercial Pl., Box 209 Norfolk, VA 23510	0670000500	0
Jennifer Laski, Trustee & Donald L. & Marilyn J. Kull, Trustees	724 Baltimore-Somerset Rd. NE Baltimore, Ohio 43105	0490253300	81.06
Jennifer Laski, Trustee	724 Baltimore-Somerset Rd. NE Baltimore, Ohio 43105	0490253400	2.75
Act Investments, LLC	3560 Dolson Ct., Ste. P Carroll, Ohio 43112	0490263400	62.33
Dennis D. DiPaolo, Sr. & Jessica DiPaolo	585 Baltimore-Somerset Rd. Baltimore, Ohio 43105	0490263610	5.07
Cherry Lane North, LLC	11625 Poplar Creek Rd. NW Baltimore, Ohio 43105	0490263500	100.14
Baltimore Industrial Park, LLC c/o Ron DiPaolo	PO Box 122 Baltimore, Ohio 43105	0490252300	2.3
Jeff Wiley	4501 Sheets Rd. Lancaster, Ohio 43130	0490252200	2.11
Baltimore Industrial Park, LLC c/o Ron DiPaolo	PO Box 122 Baltimore, Ohio 43105	0490252310	9.55

June 26, 2025

**DESCRIPTION OF 70.765 ACRES, MORE OR LESS
SITUATED IN THE SOUTH HALF OF SECTION 19
TOWNSHIP 16 NORTH, RANGE 18 WEST
TO BE ANNEXED TO THE VILLAGE OF BALTIMORE, OHIO
FROM WALNUT TOWNSHIP
NORTH OF BALTIMORE-SOMERSET ROAD (S.R. 256)
WEST OF LANCASTER NEWARK ROAD (S.R. 37)
WALNUT TOWNSHIP, FAIRFIELD COUNTY, OHIO**

Situated in the State of Ohio, County of Fairfield, Walnut Township, South Half of Section 19, Township 16 North, Range 18 West, being 70.765 acres of land and being the remainder of that 70.765 acre tract of land as described in a deed to 570 BSR, LLC, of record in Instrument No. 202300016706 and all of that 4.819 acre tract of land as described in a deed to Stick Bundlers, LLC, of record in Instrument No. 202500005176, all references herein being to the records located in the Recorder's Office, Fairfield County, Ohio and being more particularly described as follows;

BEGINNING at the southwesterly corner of said 65.946 acre tract, also being the southeasterly corner of a 2.30 acre tract of land as described in a deed to Baltimore Industrial Park, LLC, of record in Official Record 1399, Page 2010, being a point in the centerline of Baltimore-Somerset Road (S.R. 256) and being located easterly 2688 feet from the southwesterly corner of Section 19;

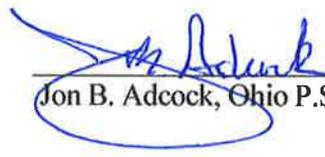
Thence in a northerly direction, along the westerly line of said 65.946 acre tract, the easterly line of said 2.30 acre tract, the easterly line of a 2.11 acre tract as described in a deed to Jeff Wiley, of record in Instrument No. 202100020607 and the easterly line of a 9.55 acre tract of land as described in a deed to Baltimore Industrial Park, LLC, a distance of approximately 2639 feet to a point in the southerly line of the railroad (60 feet in width) as described in a deed to Pennsylvania Lines LLC, of record in Deed Volume 690, Page 394, also being a point in the southerly corporation line of the Village of Baltimore (Ordinance 2024-39);

Thence in an easterly direction, along the northerly line of said 65.946 acre tract, the southerly line of said railroad and the southerly line of the Corporation line of said Village of Baltimore, a distance of approximately 1167 feet to a point at the northwesterly corner of a 81.06 acre tract of land as described in deeds to Jennifer Laski, Trustee and Donald L. and Marilyn J. Kull, Trustees, of record in Instrument No. 202200013593 and Official Record 1751, Page 1628, respectively;

Thence in a southerly direction, departing from said Corporation line, along the easterly line of said 65.946 acre tract, the westerly line of said 81.06 acre tract and the westerly line of a 2.75 acre tract of land as described in a deed to Jennifer Laski, Trustee, of record in Instrument No. 202200013593, a distance of approximately 2636 feet to a point in the centerline of said Baltimore-Somerset Road, also being a point in the northerly line of a 62.33 acre tract of land as described in a deed to ACT Investments LLC, of record in Instrument No. 202000026495;

Thence in a westerly direction, along the southerly line of said 65.946 acre tract, the southerly line of said 4.819 acre tract, the northerly line of said 62.33 acre tract, the northerly line of a 5.07 acre tract of land as described in a deed to Dennis D. Dipaolo, Sr. and Jessica Dipaolo, of record in Official Record 1120, Page 1987, the northerly line of said 100.14 acre tract and the centerline of said Baltimore-Somerset Road, a distance of approximately 1170 feet to the **PLACE OF BEGINNING** and containing **70.765 acres** of land.

This description was prepared by American Land Surveyors, LLC, by Jon B. Adcock, Ohio Licensed Professional Surveyor No. 8461 and is for annexation purposes only and is not intended to be used for a fee conveyance.

 7/1/25

Jon B. Adcock, Ohio P.S. No. 8461 Date

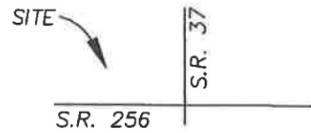


RECEIVED

AUG 08 2025

Plainfield, OH
County Clerk

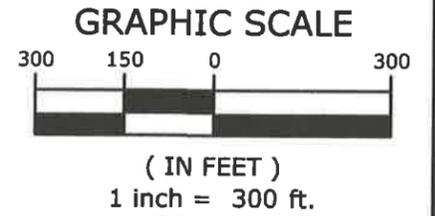
VICINITY MAP:



SEC. 30 SEC. 19

PROPOSED ANNEXATION OF 70.765 ACRES, MORE OR LESS
 SITUATED IN THE SOUTH HALF OF SECTION 19, TOWNSHIP 16 NORTH, RANGE 18 WEST
 FROM WALNUT TOWNSHIP TO THE VILLAGE OF BALTIMORE, OHIO
 WALNUT TOWNSHIP, FAIRFIELD COUNTY, OHIO
 570 BALTIMORE-SOMERSET ROAD (S.R. 256)

EXHIBIT
B



BY Jon Adcock 8461
 REGISTERED SURVEYOR No.

NOTE:
 SEE VILLAGE OF BALTIMORE ORDINANCE 2021-32 (11-8-2021) VILLAGE OF BALTIMORE AGREEMENT WITH THE OHIO DEPARTMENT OF TRANSPORTATION FOR MAINTENANCE OF STATE ROUTES WITHIN VILLAGE OF BALTIMORE CORPORATION. INSTRUMENT No. 202400002740
 RECEIVED
 AUG 08 2025
 Fairfield County Commissioner

PLACE OF BEGINNING
 70.765 ACRE TRACT

CHERRY LANE NORTH, LLC
 INST. No. 202500007191
 100.14 ACRES
 049-02635.00

DENNIS D. DIPAOLO, SR.
 AND JESSICA DIPAOLO
 O.R. 1120, PG. 1987
 5.07 ACRES
 049-02636.10

BALTIMORE INDUSTRIAL
 PARK, LLC
 O.R. 1399, PG. 2010
 2.30 ACRES
 049-02523.00

JEFF WILEY
 INST. No. 202100020607
 2.11 ACRES
 049-02522.00

BALTIMORE INDUSTRIAL
 PARK, LLC
 O.R. 1399, PG. 2010
 9.55 ACRES
 049-02523.10

BALTIMORE-SOMERSET ROAD (S.R. 256)

STICK BUNDLERS, LLC
 INST. No. 202500005176
 4.819 ACRES
 049-02532.10

570 BSR, LLC
 INST. No. 202300016706
 65.946 ACRES
 049-02532.00

WALNUT TOWNSHIP / 1167±

VILLAGE OF BALTIMORE 2024_39

CENTERLINE RAILROAD
 PENNSYLVANIA LINES LLC
 D.V. 690, PG. 394
 067-00005.00

ACT INVESTMENTS LLC
 INST. No. 202000026495
 62.33 ACRES
 049-02634.00

JENNIFER LASKI, TRUSTEE
 INST. No. 202200013593
 PARCEL ONE
 2.75 ACRES
 049-02534.00

JENNIFER LASKI, TRUSTEE (1/2 INTEREST)
 INST. No. 202200013593
 PARCEL TWO
 81.06 ACRES
 049-02533.00

DONALD L. AND MARILYN J. KULL, TRUSTEES
 O.R. 1751, PG. 1628
 81.06 ACRES

8439 Voris Road, Logan, Ohio 43138
 Contact: Brett Adcock
 740-654-0600
 www.americanlandsurveyors.com

LEGEND:

-  AREA TO BE ANNEXED
-  EXISTING VILLAGE OF BALTIMORE CORP. LINE
-  PROPOSED CORP. LINE

CONTIGUITY NOTE:
 THE TOTAL PERIMETER OF THE ANNEXATION IS 7,612 FEET, OF WHICH 1167 FEET IS CONTIGUOUS WITH THE VILLAGE OF BALTIMORE BY ORDINANCE NUMBER 2024-39, RESULTING IN 15% PERIMETER CONTIGUITY.



FIELD	DRAFT	CHECK
JBA	JBA	JBA
JOB NO.:	25-023	
DATE:	JULY 1, 2025	
SCALE:	1"=300'	
SHEET NO.:	1/1	

FAIRFIELD FEATURES



August 2025
Volume 27 Issue 2

The Fairfield Features is published by the Fairfield Soil & Water Conservation District
831 College Avenue, Suite B, Lancaster, Ohio 43130 (740) 653-8154

Please join us for the Fairfield SWCD 82nd Annual Meeting

When: Thursday, September 11, 2025

Where: Millersport Lions Clubhouse
2905 Chautauqua Blvd.
Millersport, OH 43046

Time: 5:30 - 7:30 p.m.

Cost: \$20 - RSVP by Friday, August 29 (reservation form can be found inside)

Agenda: 5:30 - 6:30 p.m. -- Board of Supervisors Election
6 - 6:45 p.m. -- Buffet meal catered by Leith Smokin BBQ (pulled pork sandwiches with house-made BBQ sauce, green beans, cheesy potatoes, salad, drinks and desserts)
6:45 - 7:15 p.m. -- Presentation by Buckeye Lake Historical Society Historian
7:15 - 7:30 p.m. -- Conservation Awards



Aerial view of the Buckeye Lake Amusement Park in the 1950's. (Photo from the website buckeyelakehistory.org)



The Fairfield County Fair is scheduled for October 5-11. Please check our website for more information regarding the status of our booth location.

2025 SWCD SCHOLARSHIP RECIPIENTS



Alaina Bell

Alaina Bell of Carroll, Katelyn Wynkoop of Canal Winchester, and Reagan Thomas of Baltimore were all chosen to be recipients of the Fairfield SWCD 2025 annual college scholarship.

Alaina is a graduate of Bloom-Carroll High School and will be attending The Ohio State University this fall where she will be majoring in Sustainable Plant Systems. As a State Science Fair attendee and award winner, she hopes to carry on her current interest in research as a plant geneticist and apply that to developing pest and climate resistant crops for more sustainable production.

Katelyn is a graduate of Bloom-Carroll High School and will be attending Wilmington College this fall where she will be majoring in Animal Science & Education. She is excited about the opportunity to continue mentoring and teaching the younger generations about agriculture as she has always done as a 4H & FFA member, while paving the way as an elementary agriculture teacher.



Katelyn Wynkoop

Reagan is a graduate of Liberty Union High School and will be attending Ohio University this fall where she will be majoring in Biological Sciences. Her time spent working with chickens and alpacas has inspired her to pursue a career as a livestock veterinarian where she plans to give back to the people of Fairfield County by filling a niche in caring for these species.



Reagan Thomas

The Fairfield SWCD offers three college scholarships annually for graduating high school seniors that plan to pursue a degree in the fields of Agriculture, Natural Resources Conservation, or Environmental Education. Any eligible upcoming 2026 Fairfield County high school seniors should apply in the Spring of 2026. Applications can be obtained from the SWCD office and through the Fairfield SWCD website at www.fairfieldswcd.org under Educational Services.



Governor DeWine's H2Ohio program began in 2019 focusing on the northwest corner of Ohio to reduce nutrients in Lake Erie to reduce harmful algal blooms. In 2024, it was expanded statewide to provide nutrient management plan funding for development and implementation in crop years 2025-2026. Plans follow Tri-State Fertility guidelines and NRCS 590 – Nutrient Management Spec.

Fairfield SWCD contracts consisted of:

- 12 growers with 6,996.1 acres
 - 11 Voluntary Nutrient Management Plans
 - 1 Comprehensive Nutrient Management Plan (includes manure)
- Plan development with final ODA approval:
 - 8 were written by an ag retailer
 - 2 were written by the farmer
 - 2 by Fairfield SWCD staff

H2Ohio participants:

Contact Nikki Drake once you are finished making nutrient applications and have documentation ready to submit for your 2025 crop. Documents can be submitted to ndrake@fairfieldswcd.org or call 740-415-3924 to make other arrangements.

SUPERVISOR ELECTION INFO...CAST YOUR VOTE

The Ohio Soil and Water Conservation Commission will cause an election of Supervisors of the Fairfield Soil and Water Conservation District (SWCD) to be held in accordance with Chapter 940 of the Ohio Revised Code. Individuals who own or occupy land within Fairfield County and are 18 years of age or older may vote for supervisor.

There are three (3) ways an eligible voter can cast a ballot:

1. At the Fairfield SWCD office from August 27 until September 25 during normal business hours of 8 a.m. - 4 p.m. Monday - Friday; or
2. At the SWCD Annual Meeting, which will take place at the Millersport Lions Clubhouse on Thursday, September 11 from 5:30 p.m. - 6:30 p.m.; or
3. Voting absentee from August 27 until September 25, by requesting the ballot application and election ballot from the Fairfield SWCD office at 831 College Avenue, Suite B, Lancaster, OH 43130, by calling (740) 653-8154, or by emailing boardelection@fairfieldswcd.org. Absentee ballots (mailed or delivered in-person) must be received by the Fairfield SWCD office by 4 p.m. on Thursday, September 25.

One supervisor will be elected to a three-year term commencing January 1, 2026, and ending December 31, 2028. Nominees are: Jonathan Boving & Randolph "Randy" Whisler (see bios below).

MEET THE CANDIDATES

JONATHAN BOVING

Jonathan was raised on and continues to work on his family's 177-year-old farm spanning six generations. In 2017, he graduated from Ohio University with a degree in Engineering Technology and likes to understand how things work. Since graduating college, he has learned how to artificially inseminate cattle and is currently licensed to fly drones commercially with the hopes of getting an Ag drone sometime in the near future.

Jonathan has a passion for agriculture and strives to be a good steward of the land we have been entrusted with through the implementation of conservation and regenerative practices. Jonathan, along with his brother-in-law, also runs a side business, as well as having a small herd of Angus cows, chickens, and honeybees. Aside from the farm, he enjoys aviation and admiring God's beautiful creation. Jonathan loves his family and especially enjoys spending time with his nieces and nephew. He has been a lifelong member of Fairfield Christian Church and has been blessed by many people who encourage him and help him to grow in his faith.



RANDOLF "RANDY" WHISLER



Randy grew up in Newville, a small town in south central Pennsylvania, where his family ran a dairy farm and raised steers, hogs, chickens, and crops like barley, corn, and hay. The farm, now operated by two of his cousins, instilled a strong work ethic that shaped his early life.

While balancing farm responsibilities, Randy was active in 4-H, choir, and band. After graduating high school in 1977, he earned a B.S. in Agricultural Engineering from Penn State in 1981. At Penn State, he played in the marching band and joined Alpha Epsilon and Phi Mu Alpha Sinfonia.

Randy spent 43 years in the food industry, starting as an engineer with General Foods and later working in engineering, manufacturing, and consulting roles. He eventually ran his own engineering consultancy, primarily serving food companies.

He and his wife Deb, married since 1983, raised three daughters and now enjoy life in Fairfield County, close to their children and four grandchildren. In retirement, Randy stays busy with the Fairfield County Antique Tractor Club, recreational cycling, part-time consulting, and maintaining a lively backyard farm with flowers, produce, chickens, and turkeys.

For Randy and Deb, caring for the land is a way of life and a lesson worth passing down. They believe the best legacy they can leave isn't riches or recognition, but the simple, lasting example of good stewardship and love for the Earth.

TIMBER HARVESTING AND FOREST MANAGEMENT PLANS IN FAIRFIELD COUNTY

Many woodland owners may view their timber stands as potential sources of income, especially in tougher economic times. Many of us hear about timber sales being very lucrative for the landowner. However, some woodland owners may sell their timber for only a fraction of its value if they do not market it properly. Woodlot values vary according to species and size of the trees, quality of the stand, and current prices for timber on the open market.

It is important to take your time if you consider selling some timber. Accepting the first offer for any purchase or sale item isn't always a wise move. Take your time to assess the value of the timber via several consulting foresters. Consulting foresters don't work for free, but their fee typically "pays for itself" through the timber sale process. These professionals are your agents in the same way that realtors are when selling your home. They provide an unbiased view of the quality and value of the timber stand and guide you through the selling process. This usually involves marking the trees, taking bids and developing a good contract. A good contract will include:

- Legal description of the property and the area to be logged
- Aerial mapping and survey for the parcel
- Value of the sale
- Number and type of trees to be harvested
- How and when payment is to be made
- Financial and legal responsibilities of the buyer and seller
- Liability statements
- Who pays in the event of fire or timber theft
- Ownership of byproducts

The Ohio Society of American Foresters list is found at osafdirectory.com/consultingForester.

Soil erosion control to protect water quality is important in planning a harvest for both the landowners and loggers. A Forestry Pollution Prevention Plan (often referred to as a FP³) is a voluntary plan that can be submitted to the local Soil and Water Conservation District (SWCD) in the county where the logging will take place. The plan identifies the names of the landowner, the logging company, and the consulting forester, and provides a list of the Best Management Practices (BMPs) that are planned for installation on the property. You can learn more about these BMP's with a quick internet search for "BMPs for Erosion Control for Logging and Forestry Practices in Ohio".

Remember, it is your timber and you make the final decisions about how much or how little you want to sell! Dependent upon how much involvement the landowner wants in the process, the consulting forester usually monitors the harvesting operation as well. During and after the logging process, the landowner is responsible for any sediment leaving the site. For this reason, a good contract for a timber sale specifies how the site will be restored after the sale is completed.

FAIRFIELD SWCD'S 82ND ANNUAL MEETING THURSDAY, SEPTEMBER 11, 2025

NAME(S) _____

ADDRESS _____

PHONE _____ EMAIL _____

Total Number of Tickets _____ **x \$20.00 = \$** _____

PLEASE MAIL AND MAKE CHECKS PAYABLE TO: **Fairfield SWCD, 831 College Ave., Suite B, Lancaster, OH 43130**

RSVP BY FRIDAY, AUGUST 29, 2025

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Carrie Snoke Lott, Title Agent

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Seth Kull 740-225-3298

Fairfield County



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Annual show August 15, 16 & 17, 2025

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DISTRICT HIRES NEW URBAN STORMWATER TECHNICIAN



Charlotte Solomon is the new Urban Stormwater Technician at Fairfield Soil and Water Conservation District. Her main duties include subdivision and construction storm and sediment inspections as well as assisting in Municipal Separate Storm Sewer System (MS4) related tasks.

Prior to her new role, Charlotte worked with various animals and greenhouse plants, where she found her passion for the earth. Charlotte graduated with a bachelor's degree in environmental science from Notre Dame college in 2021 and a master's degree from The Ohio State University in soil microbial ecology earned in 2024.

Charlotte has grown up in Fairfield County and loves being in the outdoors. She loves to craft, be around horses, and collect rocks!

The United States Department of Agriculture (USDA) prohibits discrimination in its programs on the basis of race, national origin, sex, religion, age, disability, political beliefs and marital or familial status. (Not all prohibited bases apply to all programs). Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact the USDA TARGET Center at (202) 720-2600 (voice and TDD).

To file a complaint, write the Secretary of Agriculture, U.S. Department of Agriculture, Washington D.C. 20250 or call 1-800-245-6340 (voice) or (202) 720-1127 (TDD). USDA is an equal employment opportunity employer.

DISTRICT SUPERVISORS

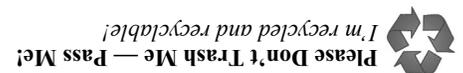
Linda Claypool
 Cheyenne Erb
 Amber Hoisington
 Gregg Pontius
 Doug Tenney

DISTRICT PERSONNEL

Brent Dennis
 Nikki Drake
 Jonathan Ferbrache
 Christina Holt
 Chad Lucht
 Margaret Roberts
 Charlotte Solomon
 Lauren Vires

NRCS PERSONNEL

Torrance Corbin
 Dave Libben



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2025/12/18/08

REGULAR AGENDA #32 - 2025
FAIRFIELD COUNTY COMMISSIONERS' OFFICE
AUGUST 12, 2025

AGENDA FOR TUESDAY, AUGUST 12, 2025

- 9:00 AM Review
- Regular Meeting
- Pledge of Allegiance
- Announcements
- Approval of Minutes for August 5, 2025
- Commissioners
- 2025-08.12.a A Resolution to Amend Resolution 2024-06.25.b, Which Accepted the Transfer of Governance from the City of Lancaster for the Department then Known as Lancaster Fairfield Public Transit [Commissioners]
- 2025-08.12.b A resolution to approve a Grant Agreement between the Fairfield County America 250-Ohio Committee and the America 250-Ohio Commission for the Fairfield County Veterans Hall of Fame. [Commissioners]
- 2025-08.12.c A resolution to appropriate from unappropriated funds in a major expense object categories for the General Fund# 1001, American 250 Grant [Commissioners]
- 2025-08.12.d A resolution to approve a memo transactions for interest allocation reimbursements for Fairfield Department of Health, Fairfield County Parks, & Fairfield County Port Authority – Fund #7012, #7321, #7308, & #7865. [Commissioners]
- Fairfield County Board of Elections
- 2025-08.12.e A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Board of Elections; Fund # 2884 SOS 2025 Primary Election Funding [Board of Elections]
- Fairfield County Court of Common Pleas
- 2025-08.12.f A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Fairfield County Adult Probation; Fund # 2365, County Probation [Common Pleas Court]
- 2025-08.12.g A Resolution Approving an Account-to-Account Transfer into a Major Expenditure Object Category – Fund # 1001, Common Pleas – Admin [Common Pleas Court]

Fairfield County Economic & Workforce Development

2025-08.12.h A resolution authorizing the approval of repayment of an advance to the General Fund – Fund #7831, WIOA 20/21 [Economic & Workforce Development]

Fairfield County Emergency Management Agency

2025-08.12.i A resolution to request for appropriations from inappropriate for EMA Public Utilities Commission of Ohio Grant Fund 2898/8374 [EMA]

2025-08.12.j A resolution to appropriate from unappropriated in a major expenditure object category EMA Fund 2091 Local Emergency Planning Committee [EMA]

2025-08.12.k A resolution to approve an Agreement between Fairfield County Board of Commissioners and Central Ohio Trauma System. [EMA]

Fairfield County Engineer

2025-08.12.l A resolution to appropriate from unappropriated in a major expenditure object category County Engineer 2024-Motor Vehicle for materials & supplies [Engineer]

Fairfield County Facilities

2025-08.12.m A Resolution to approve a Contract Amendment between Steed Hammond Paul, Inc., d/b/a SHP Architects, Inc., and the Fairfield County Commissioners [Facilities]

Fairfield County Job and Family Services

2025-08.12.n 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]

2025-08.12.o A Resolution regarding an amendment for a previously approved Network Placement and Related Services Agreement between Champion Life House LLC and Child Protective Services Department. [JFS]

2025-08.12.p A Resolution regarding an amendment for a previously approved Network Placement and Related Services Agreement between NECCO, Inc. and Child Protective Services Department. [JFS]

Fairfield County Sheriff

2025-08.12.q A resolution authorizing the approval of an agreement with the Fairfield County Board of Commissioners (Fairfield BCC), the Fairfield County Sheriff's Office (Fairfield Sheriff) and the U.S. Department of Justice United States Marshals Service for housing Federal prisoners in the Fairfield County Jail [Sheriff]

2025-08.12.r A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Sheriff; 2909, Marine Patrol Grant [Sheriff]

2025-08.12.s A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Sheriff; 2442, Commissary [Sheriff]

2025-08.12.t A resolution to approve the purchasing of a gun by a retiring officer [Sheriff]

2025-08.12.u A resolution authorizing the approval of a contract extension with the Fairfield County Board of Commissioners (Fairfield BCC), the Fairfield County Sheriff's Office (Fairfield Sheriff) and the Hocking County Board of Commissioners (Hocking BCC) and the Hocking County Sheriff (Hocking Sheriff) for housing prisoners in the Fairfield County Jail [Sheriff]

South Central Major Crimes Unit

2025-08.12.v A resolution to authorize the Fairfield County Commissioners to sign the South Central Ohio Major Crimes Unit Subgrant Award Agreement for the Attorney General Drug Abuse Response Team (DART) 2025 Grant [Sheriff - Major Crimes Unit]

Fairfield County Soil and Water Conservation District

2025-08.12.w A resolution to sign the Title Services Agreement for the Myers Farm through the Clean Ohio Local Agricultural Easement Purchase Program with the Ohio Department of Agriculture. [Soil and Water Conservation District]

Payment of Bills

2025-08.12.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 19, 2025, 9:00 a.m.

Adjourn

State of the County Planning Session, 10:00 a.m.

Commissioner Levacy Video with Congressman Balderson, 2:00 p.m.

Regular Meeting #31 - 2025
Fairfield County Commissioners' Office
August 5, 2025

Review Meeting

The Commissioners met at 9:00 a.m. in the Commissioners' Hearing Room, 210 E. Main St., Lancaster OH. Commissioner Fix called the meeting to order, and the following Commissioners were present: Jeff Fix, Steve Davis and David Levacy. County employees present: County Administrator, Aundrea Cordle; Deputy County Administrator, Jeff Porter; Clerk to the Board of Commissioners, Rochelle Menningen; Communications & Information Coordinator, Bennett Niceswanger; Budget Director, Bart Hampson; 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 2nd 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.

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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 Pymmer 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.*

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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 16th 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.*

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- 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.

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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 6th 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 Pymmer, 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.

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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

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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.l 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

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- 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.

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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.

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Motion by: David Levacy

Seconded by: Steve Davis

that the August 5, 2025, minutes were approved by the following vote:

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

NAYS: None

*Approved on August 12, 2025

Jeff Fix
Commissioner

Steve Davis
Commissioner

David Levacy
Commissioner

Rochelle Menningen, Clerk

A Resolution to Amend Resolution 2024-06.25.b, Which Accepted the Transfer of Governance from the City of Lancaster for the Department then Known as Lancaster Fairfield Public Transit

WHEREAS, the City of Lancaster's Public Transit Department, known as Lancaster Fairfield Public Transit ("LFPT"), operated to provide safe, affordable, and accessible transportation for all Fairfield County residents; and

WHEREAS, the Fairfield County Board of Commissioners, recognizing the need for expanded public transportation services throughout the County, and the need for additional funding to provide those services, approved resolution 2024-06.25.b to transfer governance of LFPT to Fairfield County; and

WHEREAS, the City of Lancaster transferred assets and operations of the LFPT to the Fairfield County Board of Commissioners on July 1, 2024, via Permanent Resolution 50-24; and

WHEREAS, additional legislation from the City of Lancaster addressed building lease (permanent ordinance 16-24), fuel purchase (permanent resolution 53-24), assignment of contracts (permanent resolution 52-24), financial commitment for 2024 and 2025 (permanent resolution 51-24), and ongoing support (permanent resolution 55-24); ongoing financial support to pay for years 2025 and 2026 in 2025 (permanent resolution 63-24); and

WHEREAS, a Memorandum of Understanding between the City of Lancaster and the County has been completed that sets forth the ongoing support that the City of Lancaster has committed to through 2028 as well as the commitment by the County to continue to provide transit services to the City of Lancaster; and

WHEREAS, to bring into effect the lease agreement between the City of Lancaster and the Fairfield County Board of Commissioners, resolution 2024.06.25.b should be amended to include the lease agreement with the City of Lancaster.

A Resolution to Amend Resolution 2024-06.25.b, Which Accepted the Transfer of Governance from the City of Lancaster for the Department then Known as Lancaster Fairfield Public Transit

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 approves of the lease between the City of Lancaster and the Fairfield County Board of Commissioners.

SECTION 2. That the Fairfield County Board of Commissioners amends resolution 2024-06.25.b, to bring into effect the lease agreement between the City of Lancaster and the Fairfield County Board of Commissioners.

Prepared by: Rochelle Menningen
cc: Aaron Kennedy, LFPT Transit Director
Rick Szabrak, Economic and Workforce Development Director

LEASE AGREEMENT

This LEASE AGREEMENT ("Lease" or "Agreement") is made and entered into on this 1st day of July, 2024 by and between the City of Lancaster, an Ohio municipal corporation ("City" or "Lessor") and the Board of County Commissioners for Fairfield County, Ohio ("Commissioners" or "Lessee"), pursuant to the terms and conditions set forth below.

ARTICLE I

1.01 Description

Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, certain real property ("Leased Premises") situated in the City of Lancaster, County of Fairfield, State of Ohio, and being more particularly described as follows:

Auditor's Parcel Nos. 0535811500, including one office structure with a garage with 10 overhead doors and service bays and 12 parking spaces, 0535023195, including its two metal pole barn structures and a parking lot, and 0535804000, including one storage structure and a bus parking lot, having a mailing address of 746 Lawrence Street, Lancaster, Ohio 43130, together with reasonable rights of ingress and egress over properties owned by Lessor.

1.02 Lease Term

The term of this Lease shall be for a period of FIVE (5) YEARS commencing on 7/1/2024, 2025 (the "Lease Term") unless otherwise extended, modified or terminated, in writing, upon terms mutually agreed upon by the parties.

ARTICLE II

2.01 Rent

For the term year of this Lease, Lessee shall pay Lessor as rent for the Lease Premises the annual sum of \$0.00.

Lessee may notify Lessor in writing within 30 days of June 15 during the Lease Term of Lessee's intent to discontinue this Lease. If said notification occurs, this Lease shall terminate as of June 30 of the year in which notification occurs.

All rent payments shall be due on or before July 1 of each year of the Lease Term and made payable to the "CITY OF LANCASTER" at the following address (unless otherwise designated by the Lessor in writing):

City of Lancaster
Service-Safety Director's Office
104 East Main Street
Lancaster, Ohio 43130

Lessee shall deliver to Lessor the first annual rent payment at the time this Lease is executed.

ARTICLE III

3.01 Use of Premises

The Lease Premises shall be used by Fairfield County for the exclusive purpose of its transportation services during the Lease Term. Lessee shall not use Leased Premises for any other purpose without the prior written consent, in writing, of Lessor.

ARTICLE IV

4.01 Taxes and Assessments

Lessor shall pay and discharge all real estate taxes and assessments that are incurred or otherwise become due and payable during the Lease Term.

ARTICLE V

5.01 Lessor's Insurance Obligations

Lessor shall maintain insurance coverage during the period of the Lease Term as follows:

1. Fire and extended coverage insurance on the Leased Premises in an amount not less than 100% of the value of the Leased Premises and other improvements to the Leased Premises existing as of the date this Lease is executed. This coverage will include any improvements made by Lessee to the Leased Premises and agreed to by Lessor during the term of the Lease.
2. Flood and extended coverage insurance on the Leased Premises in an amount not less than 100% of the value of the Leased Premises and other improvements to the Leased Premises existing as of the date this Lease is executed. This coverage will include any improvements made by Lessee to the Leased Premises and agreed to by Lessor during the term of the Lease.
3. Public liability insurance in an amount not less than \$1,000,000.00 per occurrence, \$2,000,000.00 in the aggregate.

5.02 Lessee's Insurance Obligation

Lessee shall, within 30 days from the execution of this Lease, provide Lessor with evidence in the form of a Certificate of Insurance, and maintain during the entire Lease Term, insurance coverage as follows:

1. Public liability insurance in an amount not less than \$1,000,000.00 for injury to or death of any one person and not less than \$2,000,000.00 for injury to or the death of more than one person arising out of any one occurrence.
2. Personal property and/or renter's insurance in an amount not less than 100% of the value of Lessee's personal property stored on Leased Premises.

5.03 Subrogation Waiver

Lessor and Lessee agree that, in the event of loss due to any of the perils for which they have agreed to provide insurance, each party shall look solely to its own insurance for recovery. Lessor and Lessee grant to each other, on behalf of any insurer or self-insurance providing insurance to either of them with respect to the Leased Premises, a waiver of any right of subrogation that any insurer of one party may acquire against the other by virtue of payment of any loss under such insurance.

5.04 Proof of Coverage

The original copies of any insurance policy required under this Lease may be retained by the insured, but the other party shall have the right to inspect any and all such policies, and the insured, on demand, agrees to furnish the other party proof of payment of the premium or premiums on any such policies not later than January 31 of each calendar year.

5.05 Failure to Secure

If either party at any time during the Lease Term fails to secure or maintain the foregoing insurance, the other party shall be permitted to obtain such insurance in the defaulting party's name or as the agent of the defaulting party and shall be compensated by the defaulting party for the cost of the insurance premiums.

5.06 Fire and Casualty Damage

If the building or other improvements on the Leased Premises should be destroyed by fire or other casualty, Lessee shall give notice thereof to Lessor as soon as practicable. If the Leased Premises should be damaged by fire or other casualty that renders the Leased Premises uninhabitable, this Lease shall terminate immediately and rent shall be abated for the unexpired portion of the Lease Term, effective as of the date of said occurrence of the damage. Lessor has the sole discretion in choosing whether or not to rebuild, repair or restore the Leased Premises, and upon what terms, in the event of property damage by fire or other casualty.

ARTICLE VI

6.01 Waste and Nuisance

Lessee shall not commit, or suffer to be committed, any waste upon the Leased Premises, nor shall it maintain, commit, or permit the maintenance or commission of any nuisance on the Leased Premises or use the Leased Premises for any unlawful purpose.

ARTICLE VII

7.01 Lessor's Duties

Lessor agrees to perform as follows during the Lease Term:

1. Lessor agrees to keep the Leased Premises in good order and repair, reasonable wear and tear excepted, and further agrees to keep the Leased Premises clean and free from nuisance and waste.
2. Lessor shall provide Lessee with keys or fobs necessary for access to the Leased Premises.
3. Lessor shall maintain the door locks, gates, and fencing for Lessee in their current location on the Leased Premises.
4. Lessor shall provide water, sewer, storm water, gas, and electric utilities to the Leased Premises.
5. Lessor shall maintain insurance with respect to the Leased Premises as set forth in Section 5.01 above and any costs associated with such services.
6. Lessor shall provide general facility maintenance for the Leased Premises, including but not limited to replacement of ceiling lights as needed.
7. Lessor shall provide access to Lessor's Fuel Depot for Lessee's LFPT vehicles.
8. Lessor shall provide snow plowing services for the parking lot of the Leased Premises and snow removal on front sidewalk of building and entrance, as needed.
9. Lessor shall be responsible for any salting and/or treatment for ice in the parking lot and adjoining rear entry to the Lease Premises and for the front sidewalk leading up to the public access doorway to the Leased Premises, as needed.
10. Lessor shall provide for the removal of trash and other waste from the Leased Premises (but no other janitorial or cleaning services) and the stocking of bathroom supplies including toilet paper, paper towels, and liquid soap for the currently installed bathroom dispensers only.

7.02 Lessee's Duties

Lessee agrees to perform as follows during the Lease Term:

1. Lessee agrees to keep the Leased Premises in good order and repair, reasonable wear

- and tear excepted, and further agrees to keep the Leased Premises clean and free from nuisance and waste.
2. Lessee shall be responsible for providing their own IT/telephone/communication services (*e.g.*, Internet, telephone, copier, and fax) to Leased Premises and shall bear the costs associated with such services.
 3. Lessee shall be responsible for providing an alarm system, at Lessee's option, for the Leased Premises and shall bear any costs associated with such services.
 4. Lessee shall be responsible for providing insurance for the Leased Premises as set forth in Section 5.02 above and any costs associated with such services.
 5. Lessee shall be responsible for the cost of any alterations and improvements to the Leased Premises subject to the terms and conditions of Section 18.10 below.

ARTICLE VIII

8.01 Alterations, Improvements and Fixtures

Lessee shall be permitted to alter or improve the Leased Premises with the prior approval of Lessor as set forth in Section 18.10 below.

ARTICLE IX

9.01 Quiet Possession

Lessee shall have the right to peaceful and quiet enjoyment of the Leased Premises for the Lease Term, provided that Lessee pays rent and otherwise performs as required under this Lease.

ARTICLE X

10.01 Delivery of Possession

If Lessor is unable, for any reason whatsoever, to deliver possession of the Leased Premises on the commencement date of this Lease as set forth in Section 1.02 above, this Lease shall become null and void and of no effect. Lessor shall forthwith return to Lessee any payments or other consideration, if any, delivered by Lessee to Lessor and the parties hereto shall be under no further obligation or liability to each other arising from this Lease.

11.01 Holdover

In the event Lessee holds over beyond the expiration of the stated Lease Term, such hold-over shall be deemed a year-to-year tenancy, and the amount of annual rent due and payable to Lessor shall remain _____ per year and continue at that annual rate until the tenancy is terminated as provided in this Lease or as set forth under Ohio law.

ARTICLE XII

12.01 Condemnation

If, during the Lease Term or any extension or renewal thereof, the Leased Premises should be taken for any public or quasi-public use under any law, ordinance, or regulation, or by right of eminent domain, or should the Leased Premises be sold to the condemning authority under threat of condemnation, this Lease shall terminate and the rent shall be abated for the unexpired portion of this Lease, effective as of the date of the taking of the Leased Premises by the condemning authority. Lessor and Lessee shall each be entitled to receive and retain such separate and portions of lump sum awards as may be allocated to their respective interest in any condemnation proceedings. The termination of this Lease shall not affect the rights of the respective parties to such awards.

ARTICLE XIII

13.01 Default by Lessee

In the event Lessee is in arrears more than 30 days, is otherwise in default for a period of more than 30 days, or should any other person other than Lessee secure possession of the Leased Premises or any part thereof by reason of any receivership, bankruptcy proceedings, or other operation of law, in any manner whatsoever, Lessor shall deliver upon Lessee Notice of Default as prescribed in Section 18.13 below. Lessee shall have 10 business days to correct said default following the delivery of written notice by Lessor. If Lessee fails to cure the Default, Lessor may at its option, without notice to Lessee, terminate this Lease.

All rights and remedies of Lessor under this Lease shall be cumulative, and none shall exclude any other right or remedy at law. Such rights and remedies may be exercised and enforced concurrently and whenever and as often as occasion therefore arises.

ARTICLE XIV

14.01 Inspection by Lessor

Lessee shall permit Lessor or his agents, after having been provided with reasonable notice, to enter into and upon the Leased Premises for the purposes of inspecting the Leased Premises, for maintaining any City utility, easement, traffic control device, or IT/telephone/communication network, or for making needed repairs or otherwise performing as required under this Lease.

ARTICLE XV

15.01 Assignment by Lessee

Lessee shall not assign or transfer any right under this Lease without the prior written consent of Lessor, nor shall Lessee sublet the Leased Premises or any part or parts thereof or allow anyone to come in, through, or under it without the prior written consent of Lessor. Should Lessor agree to any assignment under this Lease, or to any sublet of the Leased Premises or part thereof, such act shall not operate to eliminate, sever, or exhaust any of Lessor's rights under this Lease.

15.02 Assignment by Lessor

Lessor shall have the right to assign all its interests or rights as set forth in this Lease, with prior written approval of Lessee. Should Lessee refuse to approve Lessor's assignment, then this Lease shall terminate effective 60 days after said refusal and occupancy shall thereafter be on a year-to-year basis until Lessee vacates the Leased Premises.

15.03 Right of First Refusal

If Lessor ever determines to sell the Leased Premises, Lessor shall provide Lessee the right of first refusal to purchase the Leased Premises from Lessor.

ARTICLE XVI

16.01 Subordination

Lessee agrees that, at Lessor's option, this Lease may be subordinated to any mortgages or trust deeds that are now or may hereafter be placed upon the Leased Premises and to all advances to be made hereunder, and to the interest thereon, and all renewals, replacements and extensions necessary or appropriate to affect such subordination.

ARTICLE XVII

17.01 Lessee's Estoppel

Lessee shall, from time to time, upon not less than 5 days prior written notice from Lessor, execute, acknowledge and deliver to Lessor a written statement certifying that the Lease is unmodified and in

full force and effect, or that the Lease is in full force and effect as modified and listing the instruments of modification; the dates to which the rents and other charges have been paid; and, whether or not to the best of Lessee's knowledge Lessor is in default hereunder and, if so, specifying the nature of the default. It is intended that any such statement delivered pursuant to this provision may be relied upon by a prospective purchaser of Lessor's interest or mortgagee of Lessor's interest or assignee of any mortgage upon Lessor's interest in the Leased Premises.

ARTICLE XVIII

18.01 Parties Bound

This Lease shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns when permitted by this Lease.

18.02 Governing Law

This Lease shall be construed under and in accordance with the laws of the State of Ohio, and all obligations of the parties created hereunder are performable in Fairfield County, Ohio. Further, the parties agree to submit to the jurisdiction of, and agree that the venue is proper in the courts of Fairfield County, Ohio.

18.03 Legal Construction

In case any one or more of the provisions contained in this Lease shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and the remainder of this Lease shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

18.04 Sole Agreement of the Parties

This Lease constitutes the entire agreement between the parties and supersedes any prior understandings or agreements, written or oral, with respect to the subject matter addressed herein.

18.05 Amendment

No amendment, modification, or alteration of the terms of this Lease shall be binding unless in writing, dated subsequent to the date hereof, and duly executed by the parties hereto.

18.06 Rights and Remedies Cumulative

The rights and remedies as provided in this Lease are cumulative, and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

18.07 Waiver of Default

No waiver by the parties hereto of any default or breach of any term, condition, or covenant of this Lease shall be deemed to be a waiver of any other breach of the same or any other term, condition or covenant contained herein.

18.08 Excuse

Neither Lessor nor Lessee shall be required to perform any term, condition, or covenant in this Lease so long as such performance is delayed or prevented by any acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and any other cause not reasonably within the control of Lessor or Lessee, and which by the exercise of due diligence Lessor or Lessee is unable, wholly or in part, to prevent or overcome.

18.09 Time of Essence

Time is of the essence with regard to all aspects of this Lease.

18.10 Signs and Alterations

Lessee shall not erect or install any exterior or interior window or door sign, any advertising media or window or door lettering, or any placards without the prior consent of Lessor. Lessee agrees not to use any advertising media that shall be deemed objectionable to Lessor, such as loudspeakers, phonograph or radio broadcasts in a manner to be heard outside the Leased Premises.

Lessee shall not install any exterior lighting or plumbing fixtures, shades or awnings, or any exterior decorations or painting, or build any fences, without the prior consent of Lessor.

Lessee shall make no alterations, additions or improvements to the Leased Premises without the prior consent of Lessor. Lessor rents the Leased Premises "as is" and any alterations or additions by Lessee are at the sole cost and expense of Lessee. All alterations, additions, improvements, and fixtures, other than trade fixtures, which are present or which may be installed in the future, by either party, upon the Leased Premises and which are attached to the floors, walls or ceilings, shall be the property of Lessor and at the termination of this Lease shall remain upon and be surrendered with the Leased Premises as a part thereof, without disturbance, molestation, or injury.

18.11 Rules and Regulations

Lessor may, from time to time, adopt and impose rules and regulations respecting use and occupancy of any common areas of the Leased Premises, or any real estate of which the Leased Premises constitutes a part. Upon adoption by Lessor, said rules and regulations shall be deemed a part of this Lease and incorporated as if rewritten herein, and shall be binding upon Lessee and Lessee's agents, servants, and employees, and all persons visiting the Leased Premises or claiming under Lessee.

Lessor may alter, rescind, or modify such rules and regulations, which shall take effect immediately after notice thereof in writing is served upon Lessee. Failure by Lessee to comply with any such rules and regulations shall be deemed a breach and default of this Lease.

18.12 Memorandum of Lease

Lessee agrees that Lessor, at Lessor's option, may require Lessee to execute a Memorandum of Lease for recording with the Fairfield County Recorder in lieu of recording this Lease. If Lessor, at Lessor's sole discretion, deems such action to be appropriate, Lessee shall execute said Memorandum of Lease within 10 days of being presented with the Memorandum of Lease for execution.

18.13 Notices

Any notice required or permitted to be given under this Lease shall be made in writing and shall be delivered by hand, telecopy or by certified U.S. Mail, return receipt requested, as follows:

TO LESSOR:
City of Lancaster
Service-Safety Director's Office
104 E. Main Street
Lancaster, Ohio 43130

TO LESSEE:

Fairfield County Commissioners
210 E. Main Street
Lancaster, Ohio 43130

18.14 Pronouns

Words of any gender herein shall include the other gender where appropriate.

18.15 Captions and Paragraph Headings

The captions of the several paragraphs of this Lease are not part of the context hereof, but are only guides or labels to assist in locating and reading the several provisions hereof.

18.16 Binding Effect

This Lease shall bind the parties hereto, their respective assigns, successors, receivers, and legal representatives, of any type whatsoever, and may not be modified unless done so in writing and signed by the parties hereto.

18.17 Other Agreements

This Lease shall not alter or affect any other existing lease agreements of Lessor regarding the subject property.

IN WITNESS WHEREOF, the undersigned Lessor and Lessee have executed this Lease Agreement as of the day and year first above written.

FOR LESSOR:



Carrie Woody
Service-Safety Director
City of Lancaster

FOR LESSEE:

David L. Levacy, President
Board of County
Commissioners Fairfield
County, Ohio

Approved as to form:

Law Director and City Prosecutor's Office City
of Lancaster, Ohio

Assistant Prosecuting Attorney,
Fairfield County Prosecutor's Office
STATE OF OHIO

SS:
COUNTY OF FAIRFIELD

Before me, a Notary Public, in and for said State, personally appeared the above-named David L. Levacy, President of the Fairfield County Board of Commissioners, who signed the foregoing Lease and acknowledged the signing thereof to be his own voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal this ___ day of _____ 2025

NOTARY PUBLIC

STATE OF OHIO

SS:

COUNTY OF FAIRFIELD

Before me, a Notary Public, in and for said State, personally appeared the above-named _____, who signed the foregoing Lease and acknowledged the signing thereof to be his own voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal this ____ day of _____ 2025

NOTARY PUBLIC

Prosecutor's Approval Page

Resolution No.

A Resolution to Amend Resolution 2024-06.25.b, Which Accepted the Transfer of Governance from the City of Lancaster for the Department then Known as Lancaster Fairfield Public Transit

(Fairfield County Commissioners)

Approved as to form on 8/8/2025 5:04:19 PM by Steven Darnell,

Signature Page

Resolution No. 2025-08.12.a

A Resolution to Amend Resolution 2024-06.25.b, Which Accepted the Transfer of Governance from the City of Lancaster for the Department then Known as Lancaster Fairfield Public Transit

(Fairfield County Commissioners)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution to approve a Grant Agreement between the Fairfield County America 250-Ohio Committee and the America 250-Ohio Commission for the Fairfield County Veterans Hall of Fame.

WHEREAS, the Fairfield County America 250-Ohio Committee applied for and will receive \$5,000.00 in grant funds;

WHEREAS, these funds will be used by the Fairfield County Veterans Hall of Fame for approved grant purchases; and

WHEREAS, the America 250-Ohio Commission provided a grant agreement for eligible uses to be expended or obligated by August 31, 2026; and

WHEREAS, the Board of Commissioners desires to assign authority to the County Administrator to sign and approve the agreement.

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

Section 1. That the Board of Commissioners authorizes the County Administrator to sign and approve the attached agreement for the America 250-Ohio Grant Program.

Section 2. The Commissioners authorize the County Administrator to sign and approve any other future documents related to this grant.

Prepared by: Bennett Niceswanger



America 250-Ohio Commission
GRANT AGREEMENT
Fairfield County

By the signatures of both parties below, the America 250-Ohio Commission (AM 250-OH) obligates from its grant program the sum of **\$5,000** to the **Fairfield County** (Grantee) for **Fairfield County Veterans Hall of Fame: Celebrating Local Veterans**.

The grant period will extend from May 1, 2025 – August 31, 2026. The Grantee will submit the required Final Project Report on or by September 30, 2026.

This Agreement will be governed by the terms and conditions enumerated below. These terms and conditions shall apply to the Grantee and Grantee’s subcontractors.

In witness thereof, the parties have executed this Agreement on the dates entered below:

Grantee:

America 250-Ohio Commission

By: _____

By: _____

Printed name: _____

Printed name: Todd Kleismit

Title: _____

Title: Executive Director

Date: _____

Date: _____

GRANT TERMS AND CONDITIONS

Certification of Status

1. The Grantee certifies that it is a non-profit organization incorporated in the State of Ohio in good standing and that the IRS has granted to it tax-exempt status, or that it is a public or educational entity in the State of Ohio. Furthermore, the Grantee warrants that it has the legal authority to accept a grant from AM 250-OH and to finance and complete the funded project, as described herein including subsequent approved modifications.

Use of Grant Funds

2. Grant funds will be expended only for the activities described in the project attachment hereto. As the project proceeds, the attachment may be revised by mutual consent of the Grantee and the America 250-Ohio Commission. Revised documents will supersede earlier versions (see section "Revisions to Project" below).
3. Project costs must be incurred during the grant period. Expenses charged to grant funds may not be incurred prior to the beginning date specified above or after the grant end date, also specified above. Obligations outstanding as of the end date of the grant period shall be paid within 30 days thereafter.
4. Any portion of the AM 250-OH grant award that is not obligated at the end of the grant period shall be recaptured by the America 250-Ohio Commission for future grant making. Grantee shall return such funds to AM 250-OH, or otherwise cooperate in AM 250-OH's recovery of the funds.
5. The Grantee agrees to assign or secure for this Project personnel who meet applicable professional qualifications as stated in AM 250-OH's Grant Guidelines.
6. Travel expense reimbursement amounts for the Project are set by rates in the Ohio History Connection's Travel Policy and Procedures in effect as of the date of this Agreement.
7. The Grantee agrees not to use any part of the AM 250-OH grant or matching share for this Project to support a candidate for public office or for any activity or for the publication or distribution of literature that in any ways tends to promote public support or opposition to any legislative proposal on which Congressional, state, or local government action is not complete.
8. No funds from this grant will be used to pay the cost of capital expenses, food, alcoholic beverages, artistic materials and equipment not related to AM 250-OH activities, non-AM 250-OH mission-related operating costs, equipment costs not related to an AM 250-OH activity, fundraising efforts, lobbying, scholarship assistance, staff salaries at a K-12 school, high school or college student pay, university faculty salary and costs that are not directly related to this project, and costs related to any project whose primary purpose is to promote partisan ideologies or religious proselytization.

Reports, Forms, & Disbursement of Grant Funds

9. AM250-OH shall remit the grant award to the Grantee in one payment as outlined below:
 - a) 100% of the total grant amount within 30 days upon submission of the following:
 1. Signed Grant Agreement
 2. Completed W-9 form
 3. Address to mail check to

Grant Accounting and Auditing

10. The Grantee agrees to maintain records and accounts consistent with generally accepted accounting principles and adequate to permit an accurate and expeditious audit, as necessary, by AM 250-OH or its designated representative.
11. The grantee will report the full cost of the project in the final report. This will include reporting how the grant dollars were spent along with any local investment (cash from sponsoring organizations, other grants, gifts, or donated labor or material).
12. The Grantee agrees to retain all project-related records for 3 years following final payment of project-related expenses and resolution of all other pending project-related matters. If an audit, litigation, or other action is started before the end of the 3-year period, records relating to the action must be retained until all issues arising from the action are resolved or until the end of the 3-year period, whichever is later.
13. AM 250-OH will not be responsible or liable for any deficit arising from the Grantee's program nor will AM 250-OH be liable for any costs over and above the grant amount specified in this Agreement.

Acknowledging America 250-Ohio Support

14. All written, visual, and audio material about America 250-Ohio-supported activities – including, but not limited to news releases, newsletter articles, web sites, social media postings, and program handouts – must include the following acknowledgement, verbatim and in legible type:

[INSERT NAME OF PROJECT] is funded in part by the America 250-Ohio Commission.

In addition, any printed or media materials that publicize or are produced as part of the project should include the following statement: "Any views, findings, conclusions or recommendations expressed in this [publication, program, exhibition, website, etc.] do not necessarily represent those of the America 250-Ohio Commission.

15. In any social media posts about the Project, use the tags **@america250-ohio (Facebook) and @am250oh (Instagram)**, in addition to the acknowledgement language above.
16. At any public event, such as a lecture, performance or panel discussion, verbal acknowledgement of AM250-OH support is required at the beginning of the program.
17. Refer to the AM250-OH Project Guide for comprehensive grant acknowledgement instructions.

Revisions to Project

18. The Grantee agrees to complete the proposed work by the project end date noted above and will adhere to the project attachment hereto.
19. Requests for substantial changes to the following must be submitted in writing and approved by the AM 250-OH Commission and executive director prior to the execution of a change: scope of a project, dates of public events associated with the project, and key project personnel identified in the grant application.
20. Substantial changes to the work schedule that affect the end date of the grant period or the due date of the final project report must be submitted in writing to and approved by the AM 250-OH

Commission and executive director in advance. Prior approval by AM 250-OH is not required for minor adjustments to the work schedule.

Non-Assignability, Third Party Obligations and Liability

21. The Grantee may subcontract for performance of project-related work as described in Grantee's application. The execution of subcontracts shall not alter or modify the obligations of the Grantee. The Grantee shall not assign or otherwise transfer final responsibility for this Grant Agreement, the grant, or the project to any third party.
22. It is not the intent of the parties to this Agreement to create an agency relationship. Neither party, nor their subconsultants or subcontractors, may bind the other to obligations to third parties. The Grantee shall be solely responsible for the acts, omissions, faults, and negligence of its agents, employees, volunteers, contractors, subcontractors, and their employees, and all other persons otherwise engaged by the Grantee under this Agreement and for any damage to persons or property as a result thereof.

Liability

23. Grantee will be responsible for the acts and omissions of its employees and agents. Grantee maintains a comprehensive program of self-insurance and commercially purchased insurance, covering property, casualty and liability exposures to the Grantee and its employees, agents and volunteers, while acting on the Grantee's behalf.

Grant Suspension, Termination, or Ineligibility

24. Failure of the Grantee to comply with any of the terms or conditions of this Agreement shall be deemed a material breach of the Agreement, and upon written notice from AM250-OH, the commission shall, to the full extent permitted by law, have every right and remedy available to it by law, including the right to cancel the grant either in part or in whole and recover any partial payments made.
25. This grant may also be terminated by mutual agreement, which shall not affect any valid commitment of grant funds that, in the judgment of both AM 250-OH and the Grantee, had become firm before the effective date of the termination.

Compliance with Local, State, and Federal law

26. The Grantee affirms that it is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any state or federal department or agency.
27. The Grantee affirms that no person shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination under any program, activity, or service on the basis of race, color, religion, sex, national origin, disability, ancestry, gender identity, sexual orientation, veteran's status, age or any other status or class protected by law. The Grantee further agrees not to so discriminate against any employee or applicant for employment to be hired in the performance of this Agreement with respect to hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment.
28. The Grantee and its subcontractors and partners in the performance of all activities under this Agreement shall comply with and require compliance with all applicable laws, ordinances, codes,

and regulations of the United States, the State of Ohio, and of local government. No portion of the proceeds of the grant may be used for the personal benefit of disqualified persons.

General Provisions

29. This Agreement is the entire agreement of the parties, and all prior representations, negotiations and agreements are merged with and superseded by this Agreement.
30. This Agreement and all matters related to it shall be governed by the laws of the State of Ohio, except that all laws, rules, or precedent resulting in the application of the law or procedure of any other jurisdiction shall not apply.
31. All disputes shall be heard exclusively before the state or federal courts seated in Franklin County, Ohio, and the parties acknowledge that such courts have personal jurisdiction and are proper venues.

ROUTING FORM FOR CONTRACTS

The undersigned designee of the County affirms that he/she has reviewed the attached contract to ensure that it complies with County's needs and previous negotiations. The undersigned designee further affirms that the County has complied with the competitive selection process, as prescribed by Ohio Revised Code 9.17, and the applicable sections as outlined on this form, by selecting the applicable boxes below.

- A. Goods and/or Services in excess of \$77,250.00—competitively selected via an Invitation to Bid, pursuant to R.C. 307.86-307.92
- B. Goods and/or Services in excess of \$77,250.00—competitively selected via a Request for Proposals, pursuant to R.C. 307.862
- C. Public Improvement contracts—competitively selected pursuant to R.C. 153.08-153.12
- D. Architect/Engineer design services for public improvements—selected through the Request for Qualifications process pursuant to R.C. 153.65-153.72
- E. County Road Improvement/Construction—competitively selected pursuant to R.C. 5555.61
- F. The subject matter was exempt from competitive selection for the following reason(s):
1. Under \$77,250.00
 2. State Term #: _____ (copy of State Term Contract must be attached)
 3. ODOT Term #: _____ (See R.C. 5513.01)
 4. Professional Services (See the list of exempted occupations/services under R.C. 307.86)
 5. Emergency (Follow procedure under ORC 307.86(A))
 6. Sole Source (attach documentation as to why contract is sole source)
 7. Other: _____ (cite to authority or explain why matter is exempt from competitive bidding)
- G. Agreement not subject to Sections A-F (explain): _____
- H. Compliance with Fairfield County Board of Commissioners Procurement Guidelines
1. No County employee, employee's family member, or employee's business associate has an interest in this contract OR such interest has been disclosed and reviewed by the Prosecutor's Office
 2. No Finding for Recovery against Vendor as required under R.C. 9.24 (search via "Certified Search" on <http://ffr.ohioauditor.gov/>)
 3. Obtained 3 quotes for purchases under \$77,250.00 (as applicable)
 4. Purchase Order is included with Agreement
 5. Executed Ohio Law Acknowledgment Form (ORC 307.901)

Signed this _____ day of _____, 20_____.

Bennett Niceswanger, Communications & Information Coordinator

Name and Title

*** Please note that this checklist only addresses County and statutory requirements. If a contract is paid for with state and/or federal funds, please consult with the appropriate state and/or federal agency to ensure your department is complying with any additional requirements. By submitting a request for approval, you are certifying you have addressed County, statutory, and grant requirements.***

Prosecutor's Approval Page

Resolution No.

A resolution to approve a Grant Agreement between the Fairfield County America 250-Ohio Committee and the America 250-Ohio Commission for the Fairfield County Veterans Hall of Fame.

(Fairfield County Commissioners)

Approved as to form on 8/6/2025 11:40:49 AM by Steven Darnell,

Signature Page

Resolution No. 2025-08.12.b

A resolution to approve a Grant Agreement between the Fairfield County America 250-Ohio Committee and the America 250-Ohio Commission for the Fairfield County Veterans Hall of Fame.

(Fairfield County Commissioners)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution to appropriate from unappropriated funds in a major expense object categories for the General Fund# 1001, American 250 Grant

WHEREAS, appropriations are necessary for the American 250 Grant budget for 2025; and

WHEREAS, appropriations from unappropriated funds will allow the budget to increase in the major object categories for contractual services and materials and supplies.

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

Section 1. That the Fairfield County Auditor appropriate from unappropriated funds into the major expenditure object categories:

\$ 2,000	12100100 P# 55645	Materials & Supplies
\$ 3,000	12100100 P# 55645	Contractual Services

A resolution to appropriate from unappropriated funds in a major expense object categories for the General Fund# 1001, American 250 Grant

For Auditor's Office Use Only:

Section 1.

\$ 2,000 12100100 561000 P# 55645
\$ 3,000 12100100 530000 P# 55645

Signature Page

Resolution No. 2025-08.12.c

A resolution to appropriate from unappropriated funds in a major expense object categories for the General Fund# 1001, American 250 Grant

(Fairfield County Commissioners)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

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

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

WHEREAS, the Treasurer’s Office has balanced interest on all funds for the month of June 2025.

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

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

72730800 436100	Parks Interest Income	\$	1,229.64
71701247 436100	WIC Interest Income	\$	573.43
71732153 436100	Bioterrorism Interest Income	\$	1,716.17
81786520 436100	Port Authority Interest Income	\$	1.62
	Total - Agency Funds	\$	3,520.86

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

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

Memo expenditure as referenced in supporting documentation:

Account: 12100110 590000 Other Expenses

Amount: \$ 3,520.86

cc: Jamie Ehorn, Historical Parks, Angel Conrad

James N Bahnsen

210 East Main Street

July 31, 2025

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

Dear Staci,

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

JUN 25

2591 CDBG Rehab Mortgage Refunds	\$192.34
2675 CDBG Project Income	\$17.47
7113 Prepayment Fund	\$25.71
2716 RLF/CDBG Fund	\$697.66
2717 RLF/D Fund	\$3,220.26
2718 EDA RLF Cares Act 2020	\$2,082.13
2861 Cyber Security Measures Impl Fund	\$15.03
7308 Fairfield County Historical Parks	\$1,229.64
7012 WIC Grant	\$573.43
7321 Bioterrorism Grant	\$1,716.17
5376 Self Fund Health Care	\$22,882.32
7865 Fairfield Port Authority (Econ Dev)	\$1.62

Total **\$32,653.78**

08.5.25 - SAK entered journal entry Entry from 00100110 436100 to:

June 2025 Interest Allocations

Amount	Fund#	Fund Name	To: GL#	object code
\$192.34	2591	CDBG Rehab Mortgage Refunds	12259100	436100
\$17.47	2675	CDBG Project Income	12267500	436100
\$25.71	2023	Treasurer Escrow (7113 original)	24202300	436100
\$697.66	2716	RLF CDBG fund	12271600	436100
\$3,220.26	2717	RLF EDA fund	12271700	436100
\$2,082.13	2718	EDA/RLF Cares Act 2020	12271800	436100
\$15.03	2861	Cyber Security Fund	51286100	436100
\$22,882.32	5376	Self-funded Insurance	12537600	436100

Total Journal Entry \$29,132.92

72730800 436100	Parks Interest Income	\$	1,229.64	
71701247 436100	WIC Interest Income	\$	573.43	
71732153 436100	Bioterrorism Interest Income	\$	1,716.17	
81786520 436100	Port Authority Interest Income	\$	1.62	

Total - Agency Funds \$ 3,520.86 this requires a resolution

\$ 32,653.78 Balance to Treasurer cover letter

Signature Page

Resolution No. 2025-08.12.d

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

(Fairfield County Commissioners)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

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

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

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

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

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

\$23,870.33	51288400 Contractual Services
\$2,688.44	51288400 Personal Services
\$4,686.06	51288400 Materials and Supplies

Prepared by: Amy S. McCoy

For Auditor's Office Use Only:

Section 1.

\$19,745.67	51288400	530000	Contractual Services
\$2,958.42	51288400	561050	Ballott/Poll Supplies
\$1,727.64	51288400	561045	Equipment Maintenance
\$899.66	51288400	558000	Travel
\$3,225.00	51288400	531010	Election Workers
\$2,688.44	51288400	512010	Salary, PT Employees

Signature Page

Resolution No. 2025-08.12.e

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

(Fairfield County Board of Elections)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Fairfield County Adult Probation; Fund # 2365, County Probation

WHEREAS, additional appropriations are needed in the major expenditure object category for fund 2365, county probation; 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. That the Fairfield County Board of Commissioners approves appropriating from unappropriated into the following major expenditure object category:

\$50,000; 13236500, Contractual Services

Prepared by: Brian Wolfe

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

\$50,000

Org # 13236500; Object # 550220 ; Drug Testing

Signature Page

Resolution No. 2025-08.12.f

A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Fairfield County Adult Probation; Fund # 2365, County Probation

(Fairfield County Court of Common Pleas)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A Resolution Approving an Account-to-Account Transfer into a Major Expenditure Object Category – Fund # 1001, Common Pleas – Admin

WHEREAS, appropriations are needed to cover expenses for 2025; and

WHEREAS, an account-to-account transfer will allow proper classification of major expenditure object categories.

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

Section 1. That the Fairfield County Board of Commissioners approves the transfer of appropriations into a major expenditure object category in the amount of \$2,500 as follows:

From: 13100100 Material Supplies
To: 13100100 Capital Outlay

Prepared by: Brian Wolfe

**Account-to-Account Transfer
For Auditor's Office Use Only:**

Total Transfer of Appropriations \$2,500

From: 13100100, 561000, General Office Supplies; \$2,500
To: 13100100, 574300, Furniture and Fixtures; \$2,500

Signature Page

Resolution No. 2025-08.12.g

A Resolution Approving an Account-to-Account Transfer into a Major Expenditure
Object Category – Fund # 1001, Common Pleas – Admin

(Fairfield County Court of Common Pleas)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution authorizing the approval of repayment of an advance to the General Fund – Fund #7831, WIOA 20/21

WHEREAS, Fund #7831– WIOA 20/21; and

WHEREAS, an advance was approved on July 29, 2025, Resolution 2025-07.29.g for \$1,100; and

WHEREAS, the monies have been collected and deposited to make repayment to the General Fund Advance.

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:

DEBIT:	7831 090001 WIOA 20/21	<\$1,100.00>
CREDIT:	1001 223000 General Fund Advance	\$1,100.00

Prepared by: Angel Conrad
cc: Economic & Workforce Development

Signature Page

Resolution No. 2025-08.12.h

A resolution authorizing the approval of repayment of an advance to the General Fund – Fund #7831, WIOA 20/21

(Fairfield County Economic & Workforce Development)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

**A resolution to request for appropriations from unappropriated for
EMA Public Utilities Commission of Ohio Grant Fund 2898/8374
[EMA]**

WHEREAS, the EMA will receive grant dollars allotted from the Public Utilities Commission of Ohio Grant in the amount of \$8,200.00; and

WHEREAS, funds represent unanticipated receipts due to a recent grant award awarded after the budgeting process; and

WHEREAS, the grant is a reimbursable grant and requires an advance of the \$8,200.00 in order to pay vendors in a timely manner; and

WHEREAS, monies will be used for grant eligible purchases.

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

SECTION 1. Request that the Fairfield County Commissioners appropriate from Unappropriated funds in the amount of:
\$8,200.00 12289801 Contractual Services

SECTION 2. Request the Fairfield County Commissioners make the following advance:

DEBIT	1001 090000 General Fund Advance	<\$8,200.00>
CREDIT	8374 223001 PUCO Grant	\$8,200.00

SECTION 3. Request that the advance be paid back to the General Fund, no later than December 15, 2025.

Prepared by: Christy Noland
cc: Christina Spencer

A resolution to request for appropriations for receipts for EMA Public Utilities Commission of Ohio Grant Fund 2898 [EMA]

For Auditor's Office Use Only:

Section 1. 12289801 530000 Contract Services \$8,200.00.

Section 2. Issue an Amended Certificate in the amount \$8,200.00 to credit of 2898/8374.

Section 3. Request that the Fairfield County Auditor, on behalf of the Budget Commission, update receipt line 12289800 433400 State Grants in the amount of \$8,200.00.

Signature Page

Resolution No. 2025-08.12.i

A resolution to request for appropriations from inappropriate for EMA Public Utilities Commission of Ohio Grant Fund 2898/8374

(Fairfield County Emergency Management Agency)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution to appropriate from unappropriated in a major expenditure object category EMA Fund 2091 Local Emergency Planning Committee

WHEREAS, additional appropriations are needed in the major expenditure object category for 2091 Local Emergency Planning Committee; and

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

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

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

12209100 \$7,217.93 Contractual Services

Prepared by: Christy Noland
cc: EMA

A resolution to appropriate from unappropriated in a major expenditure object category EMA Fund 2091 Local Emergency Planning Committee

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

12209100 530000 \$7,217.93 Contract Services

Prepared by: Christy Noland
cc: EMA

Signature Page

Resolution No. 2025-08.12.j

A resolution to appropriate from unappropriated in a major expenditure object category EMA Fund 2091 Local Emergency Planning Committee

(Fairfield County Emergency Management Agency)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution to approve an Agreement between Fairfield County Board of Commissioners and Central Ohio Trauma System.

WHEREAS, Fairfield County Healthcare Coalition desires to enter into an agreement with the Central Ohio Trauma System; and

WHEREAS, this agreement creates a working relationship with the local Healthcare Coalition and the Central Ohio Trauma system in healthcare emergency preparedness; and

WHEREAS, future awarded grant funds based on this agreement will be used by the Fairfield County Healthcare Coalition for approved grant purchases; and

WHEREAS, the Central Ohio trauma System provided an agreement for eligible uses to be expended or obligated by June 30, 2026; and

WHEREAS, the Board of Commissioners desires to assign authority to the County Administrator or Deputy County Administrator to sign and approve the agreement.

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

Section 1. That the Board of Commissioners authorizes the County Administrator or Deputy County Administrator to sign and approve the attached agreement for the Central Ohio Trauma System Grant for Healthcare Coalition funds.

Section 2. The Commissioners authorize the EMA director or deputy director to sign and approve any other future documents related to this grant.

Prepared by: Christy Noland

THE REGIONAL HEALTHCARE EMERGENCY PREPAREDNESS COALITION COUNTY- LEVEL HEALTHCARE COALITION COORDINATION AGREEMENT

This REGIONAL HEALTHCARE EMERGENCY PREPAREDNESS COUNTY-LEVEL HEALTHCARE COALITION COORDINATION AGREEMENT (this "Agreement") is entered into as of this 1 day of July , 2025 (the "Effective Date") by and between COTS, an Ohio non-profit corporation ("COTS"), and Fairfield County Emergency Management Agency, 240 Baldwin Drive, Lancaster, OH 43130 ("Agency").

RECITALS

- A. WHEREAS, the Agency is engaged in activities related to emergency management coordination, response and/or provision of health care services in the Central Ohio Disaster Preparedness Planning Region, and
- B. WHEREAS, COTS has received grant monies from the Ohio Department of Health (ODH) to act as a regional disaster preparedness coordinator for the Central region by planning and funding the community's disaster preparedness efforts;
- C. WHEREAS, COTS desires to engage the Agency to develop, implement and enhance disaster preparedness plans and protocols;
- D. NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein, the parties agree to the following:

ARTICLE I. Contractor Responsibilities

Agency shall:

- 1. Work with and report major milestones, as identified by COTS, to the COTS Regional Coalition Coordinator, Arin Tracy, 1390 Dublin Road, Columbus, Ohio 43215
- 2. Agency shall perform the Services consistent with the National Response Framework (NRF), the National Incident Management System (NIMS), the National Preparedness Goals (NPG), the Homeland Security Exercise and Evaluation Program (HSEEP) criteria, and the terms and conditions of this Agreement.
- 3. The manner and means of providing the Services are under the sole control of Agency. However, the Services contemplated herein must be acceptable to COTS and shall be subject to COTS' general right of supervision over its business affairs to secure satisfactory performance of Agency.

Project Deliverables

- 1. **Engagement in County-Level Healthcare Coalition** – The Agency is hereby engaged by COTS to coordinate the Coalition's development, implementation and enhancement of

community disaster preparedness plans and protocols with the following participants: hospitals, Emergency Management Agencies, public health authorities, EMS, long term care facilities, nursing homes, American Red Cross, hospice providers, Federally Qualified Health Centers, urgent care centers, home health providers, and other healthcare partners in the community (hereafter, the “Coalition”) in accordance with the State Fiscal Year (SFY2026) Grant for Regional Health Care Preparedness Program.

2. **Responsibilities of Agency Regarding Coalition Coordination**– as a condition to coordinate the local healthcare coalition, the Agency shall comply with Exhibit A.
3. **Records and Audit** – The agency shall maintain accounts and records adequate to identify and account for all expenditures made and funds received under this contract and all other records that COTS shall request the Agency to maintain from time to time. All disbursements for funds shall be only for obligations incurred in the performance of the Agency’s Coalition Coordination Efforts and shall be supported by contracts, invoices, vouchers, and other data, as appropriate to support such disbursements. These accounts and records shall be retained for five (5) years after (i) expiration or termination of this Contract; or (ii) final payment of the Funds under this Contract, whichever is later, and during such period the Agency agrees to provide COTS with access to and the right to examine any books and records involving transactions related to this Contract. The Agency further agrees that all such accounts and records shall be kept in an orderly and readily identifiable fashion. Notwithstanding the foregoing, if there is litigation, claims, audits, negotiations, or other actions related to the funds that an Agency has knowledge of prior to the expiration of the forgoing retention period, then the Agency agrees to continue to maintain all accounts and records until the final resolution of such litigation, claims, audits, negotiations, or other actions.
4. **Requests for Coalition Specific Information** – The Coalition Point(s) of Contact shall promptly reply to COTS’ request for Coalition specific information relating to meeting deliverables and/or other requests related to readiness/preparedness inquiries from ODH or COTS in a timeframe set forth by COTS.
5. **Continued Effect of this Contract** – The parties agree that the terms of this Contract shall remain in full force and effect upon execution by both parties until June 30, 2026, or until a new Contract is executed by and between the parties or at such time that COTS’ grant to act as regional disaster preparedness coordinator for the Central Region is terminated or expires, in which case the Contract shall automatically terminate.
6. **Amendments** – The parties acknowledge that from time to time it may be necessary to amend the scope, terms, or some other aspect of this Contract and agree that all changes

to this Contract must be evidenced by either an amendment or an amended and restated Contract signed by all parties to this Contract.

7. **Binding Agreement** – This Contract is intended to be a legal binding agreement upon the parties with respect to all provisions stated herein and shall be binding upon the legal representatives, successors, assigns and affiliates, and subsidiaries of the respective parties.
8. **Counterparts** – This Contract may be executed in one or more counterparts, all of which shall be considered one and the same agreement, binding on all parties hereto, notwithstanding that all parties are not signatories to the same counterpart.
9. **Assignment** – The Agency shall not subcontract any provision of this Contract to a third party without the express written approval of COTS.
10. **Severability** – The provisions of this Contract are severable and in the event that one of more of the deliverables are found to be inconsistent with legal requirements upon any party, and therefore unenforceable, the remaining provisions shall remain in full force and effect.
11. **Governing Law** – This Contract shall be governed by and construed in accordance with the laws of the State of Ohio (regardless of the laws that might be applicable under principles of conflict law). The site of any dispute resolution (including any mediation, arbitration, or litigation) shall be in Franklin County, Ohio.
12. **Equal Opportunity** – The Agency is required to be in compliance with Equal Employment Opportunity (Executive Order 11246 & 11375) and as supplemented by 41 CFR part 60.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized officers on the day and year first written above,

Local Healthcare Coalition Lead Signature

Date

Agency CEO/President/Health Commissioner Signature
TIN: 316400066

Date



7/1/2025

Tracy Davidson MS, CCC-SLP
CEO, COTS
TIN: 311592734

Date

Exhibit A
County-Level Healthcare Coalition Coordination
2025-2026 Deliverables

1. Distribute to local partners: documents, communication drill information, training/exercise/education tools, and important event information developed by the regional coalition. To be eligible to participate in the full-scale exercises, coalition members must have a signed MOU on file prior to the full-scale exercise.
2. Submit Notice of Acceptance or Declining Agreement to RHCC. Due by August 31, 2025. Submit Coalition Agreement to Regional Healthcare Coalition Coordinator.
3. Local Coalition Admin Form. Each local coalition must have a lead agency and designate a co-lead or back-up agency to assist with information sharing during an event. Provide updates/changes using the VEOCI Preparedness Portal (VPP). Due by August 31, 2025.
4. Maintain a contact list of coalition members and active participation status. Complete the Central Region Local Coalitions Membership Roster Form using the VEOCI Preparedness Portal (VPP). Due by August. 31, 2025 and March 1, 2026.
5. Distribute and discuss the importance of the Regional Coalition Memorandum of Understanding to the local coalition members. Upload signed MOUs on the VEOCI Preparedness Portal (VPP).
6. Coordinate and hold at minimum two local coalition meetings during the grant year. Ensure meeting dates are sent to the Regional Healthcare Coalition Coordinator. Provide on the VEOCI Preparedness Portal (VPP) all meeting documents (meeting documentation should include sign-in sheets, meeting minutes with coalition deliverable discussions, and all presentation material).
7. The Healthcare Coalition Lead and/or designated co-lead attends and encourages coalition members to attend the Full Healthcare Coalition Meetings. September & November 2025; February & April 2026.
8. The Healthcare Coalition Lead and/or designated co-lead participates in the Full-Scale Exercise.
9. The Healthcare Coalition Lead and/or designated co-lead participates in the Medical Surge Response Exercise. Dates: TBD.
10. Upload the county healthcare coalition Charter or Bylaws by December 31, 2025. A review/revise date must be included in the Bylaws.
11. Upload the county healthcare coalition Concept of Operations Plan (CONOPS) by December 31, 2025. A review/revise date must be included in the CONOPS Plan.
12. Upload the county healthcare coalition Communication Plan by December 31, 2025. A review/revise date must be included in the Communication Plan.
13. The Healthcare Coalition Lead and/or designated co-lead attends RHEP Coalition Summit. Date: TBD

14. The Agency shall comply with the Equal Employment Opportunity (Executive Orders 11246 and 11375) and as supplemented by 41 CFR part 60. The Agency shall submit an email to COTS no later than June 5, 2026, stating that all deliverables have been met for the 2025-2026 grant year.

Acronyms:

CONOPS - Concept of Operations Plan

HSEEP - Homeland Security Exercise and Evaluation Program criteria

HVA – Hazard Vulnerability Assessment

NIMS - National Incident Management System

NPG - National Preparedness Goals

NRF - National Response Framework

RHEP – Regional Healthcare Emergency Preparedness

TTX – Tabletop Exercise

VPP - VEOCI Preparedness Portal

ROUTING FORM FOR CONTRACTS

The undersigned designee of the County affirms that he/she has reviewed the attached contract to ensure that it complies with County's needs and previous negotiations. The undersigned designee further affirms that the County has complied with the competitive selection process, as prescribed by Ohio Revised Code 9.17, and the applicable sections as outlined on this form, by selecting the applicable boxes below.

- A. Goods and/or Services in excess of \$77,250.00—competitively selected via an Invitation to Bid, pursuant to R.C. 307.86-307.92
- B. Goods and/or Services in excess of \$77,250.00—competitively selected via a Request for Proposals, pursuant to R.C. 307.862
- C. Public Improvement contracts—competitively selected pursuant to R.C. 153.08-153.12
- D. Architect/Engineer design services for public improvements—selected through the Request for Qualifications process pursuant to R.C. 153.65-153.72
- E. County Road Improvement/Construction—competitively selected pursuant to R.C. 5555.61
- F. The subject matter was exempt from competitive selection for the following reason(s):
 - 1. Under \$77,250.00
 - 2. State Term #: _____ (copy of State Term Contract must be attached)
 - 3. ODOT Term #: _____ (See R.C. 5513.01)
 - 4. Professional Services (See the list of exempted occupations/services under R.C. 307.86)
 - 5. Emergency (Follow procedure under ORC 307.86(A))
 - 6. Sole Source (attach documentation as to why contract is sole source)
 - 7. Other: _____ (cite to authority or explain why matter is exempt from competitive bidding)
- G. Agreement not subject to Sections A-F (explain): _____
- H. Compliance with Fairfield County Board of Commissioners Procurement Guidelines
 - 1. No County employee, employee's family member, or employee's business associate has an interest in this contract OR such interest has been disclosed and reviewed by the Prosecutor's Office
 - 2. No Finding for Recovery against Vendor as required under R.C. 9.24 (search via "Certified Search" on <http://ffr.ohioauditor.gov/>)
 - 3. Obtained 3 quotes for purchases under \$77,250.00 (as applicable)
 - 4. Purchase Order is included with Agreement
 - 5. Executed Ohio Law Acknowledgment Form (ORC 307.901)

Signed this _____ day of _____, 20_____.



Name and Title

*** Please note that this checklist only addresses County and statutory requirements. If a contract is paid for with state and/or federal funds, please consult with the appropriate state and/or federal agency to ensure your department is complying with any additional requirements. By submitting a request for approval, you are certifying you have addressed County, statutory, and grant requirements.***

Prosecutor's Approval Page

Resolution No.

A resolution to approve an Agreement between Fairfield County Board of Commissioners and Central Ohio Trauma System.

(Fairfield County Emergency Management Agency)

Approved as to form on 8/6/2025 2:07:21 PM by Steven Darnell,

Signature Page

Resolution No. 2025-08.12.k

A resolution to approve an Agreement between Fairfield County Board of Commissioners and Central Ohio Trauma System.

(Fairfield County Emergency Management Agency)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

2025-08.12.I

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

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

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

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

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

\$20,000.00 16202406-Materials & Supplies

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

For Auditor's Office Use Only:

16202406-560000 \$20,000.00

Prepared by: Julie Huggins
cc: Engineer

Signature Page

Resolution No. 2025-08.12.I

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

(Fairfield County Engineer)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A Resolution to approve a Contract Amendment between Steed Hammond Paul, Inc., d/b/a SHP Architects, Inc., and the Fairfield County Commissioners

WHEREAS, The Board of County Commissioners has a responsibility to provide building facilities necessary for the various County departments; and

WHEREAS, the Workforce Development Training Center at 4465 Coonpath Rd., Carroll, Ohio is one of those facilities and requires additional design services for construction projects in the amount of \$13,750.00; and

WHEREAS, Steed Hammond Paul, Inc. dba SHP Architects was the selected design firm by the County for original renovations and approved in Resolution 2022-7.26 p; and

WHEREAS, additional services were added on Amendment 1 on Resolution 2023-08.01.h; and

WHEREAS, additional services were added on Amendment 2 on Resolution 2024-03.05.l; and

WHEREAS, additional services were added on Amendment 3 on Resolution 2024-07.16.h; and

WHEREAS, additional services were added on Amendment 4 on Resolution 2024-09.10.f; and

WHEREAS, additional services were added on Amendment 4 on Resolution 2025-02.04.h; and

WHEREAS, an amendment is needed to add additional design services for additional renovation; and

WHEREAS, the contract is proposed in accordance with ORC 307.86

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

Section 1. The Board of County Commissioners approves the attached contract amendment and authorizes its Board President to sign the amendment for the amount of \$13,750.00.

2025-08.12.m

A Resolution to approve a Contract Amendment between Steed Hammond Paul, Inc., d/b/a SHP Architects, Inc., and the Fairfield County Commissioners

Section 2. The Clerk of the Board of Commissioners will provide a signed reproduction to the Facilities Director.



AIA® Document G802® – 2017

Amendment to the Professional Services Agreement

PROJECT: *(name and address)*
Fairfield County Workforce
Development Center
- Interior Alterations and Building
Envelope Study

AGREEMENT INFORMATION:
Date: July 19, 2022

AMENDMENT INFORMATION:
Amendment Number: 06

Date: August 4, 2025

OWNER: *(name and address)*
Fairfield County Workforce
Development Center
4465 Coonpath Rd. NW
Carroll, OH 43112

ARCHITECT: *(name and address)*
SHP
312 Plum Street, Suite 700
Cincinnati, OH 45202

The Owner and Architect amend the Agreement as follows:
This Amendment for Additional Services shall include the services detailed in the attached Proposal (dated 08/04/25), relating to: 'Warehouse Alterations' at the existing Fairfield County Workforce Center.

The Architect's compensation and schedule shall be adjusted as follows:

Compensation Adjustment:
Architect's fee for the above described Additional Services shall be as follows:
Lump sum fee of \$13,750.00.

Schedule Adjustment:
We anticipate completion of Construction Documents for Bidding the week of August 18, 2025.

SIGNATURES:

SHP

ARCHITECT *(Firm name)*

Brandi Ash

SIGNATURE

Brandi Ash, Vice President

PRINTED NAME AND TITLE

August 4, 2025

DATE

OWNER *(Firm name)*

SIGNATURE

PRINTED NAME AND TITLE

DATE



312 PLUM STREET, SUITE 700 | CINCINNATI, OH 45202 | 513.381.2112

AMENDMENT FOR ADDITIONAL SERVICES

PARTIES TO AGREEMENT

Client: Fairfield County Board of Commissioners
Mr. John Kochis
Director of Fairfield County Facilities
240 Baldwin Drive
Lancaster, OH 43130

Consultant: SHP
312 Plum Street, Suite 700
Cincinnati, OH 45202

PROJECT INFORMATION

Project Name: **Fairfield County Workforce Development Center - Interior Alterations**

Scope of Additional Services: **Warehouse Alterations**

1. Meet with Fairfield County Workforce Development Center Administration as required to finalize the scope of work required to define lab areas in the existing open warehouse space.
2. Provide design options for review and determination of the final design.
3. Provide Architectural and engineering services associated with the new plan.
4. Provide all construction documents and specifications required for pricing and permit.
5. Assist in submitting/obtaining permit.
6. Provide Construction Administration services including review of all submittals, RFI's and change orders during construction.
7. Prepare final punch list upon final completion of the project.

ANTICIPATED SCHEDULE

We are prepared to begin immediately upon receipt of written authorization to proceed. We anticipate completion of Construction Documents for pricing by the week of August 18, 2025.

ADDITIONAL FEE & BILLING INFORMATION

Additional Fee: Lump Sum Hourly, Estimated Hours

Fee for Additional Services shall be **13,750.00 dollars**.



AUTHORIZATION

Services will be performed in accordance with the Terms and Conditions of the original Agreement between the parties, executed by the Client on **July 19, 2022**. Authorization by the Client to proceed, whether written or via purchase order or payment, shall constitute acceptance. No waiver or modification of the original Terms and Conditions referenced herein shall be binding upon Consultant unless made in writing and signed by Consultant’s authorized representative.

SHP:

**Fairfield County Workforce Development Center/
Board of Commissioners of Fairfield County, Ohio:**

Signature: 
Name: Brandi Ash, AIA
Title: Vice President
Date: August 04, 2025

Signature: _____
Name: _____
Title: _____
Date: _____

ROUTING FORM FOR CONTRACTS

The undersigned designee of the County affirms that he/she has reviewed the attached contract to ensure that it complies with County's needs and previous negotiations. The undersigned designee further affirms that the County has complied with the competitive selection process, as prescribed by Ohio Revised Code 9.17, and the applicable sections as outlined on this form, by selecting the applicable boxes below.

- A. Goods and/or Services in excess of \$77,250.00—competitively selected via an Invitation to Bid, pursuant to R.C. 307.86-307.92
- B. Goods and/or Services in excess of \$77,250.00—competitively selected via a Request for Proposals, pursuant to R.C. 307.862
- C. Public Improvement contracts—competitively selected pursuant to R.C. 153.08-153.12
- D. Architect/Engineer design services for public improvements—selected through the Request for Qualifications process pursuant to R.C. 153.65-153.72
- E. County Road Improvement/Construction—competitively selected pursuant to R.C. 5555.61
- F. The subject matter was exempt from competitive selection for the following reason(s):
- Under \$77,250.00
 - State Term #: _____ (copy of State Term Contract must be attached)
 - ODOT Term #: _____ (See R.C. 5513.01)
 - Professional Services (See the list of exempted occupations/services under R.C. 307.86)
 - Emergency (Follow procedure under ORC 307.86(A))
 - Sole Source (attach documentation as to why contract is sole source)
 - Other: _____ (cite to authority or explain why matter is exempt from competitive bidding)
- G. Agreement not subject to Sections A-F (explain): _____
- H. Compliance with Fairfield County Board of Commissioners Procurement Guidelines
- No County employee, employee's family member, or employee's business associate has an interest in this contract OR such interest has been disclosed and reviewed by the Prosecutor's Office
 - No Finding for Recovery against Vendor as required under R.C. 9.24 (search via "Certified Search" on <http://ffr.ohioauditor.gov/>)
 - Obtained 3 quotes for purchases under \$77,250.00 (as applicable)
 - Purchase Order is included with Agreement

Signed this _____ day of _____, 20_____.

Choland

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.***

Purchase Order

Carri 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 # **25002565 - 02**

Delivery must be made within doors of specified destination.

Expiration Date: 06/15/2026

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

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STEED HAMMOND PAUL, INC.
SHP
312 PLUM STREET
CINCINNATI, OH 45202

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MAINTENANCE DEPARTMENT
240 BALDWIN DRIVE
LANCASTER, OH 43130

VENDOR PHONE NUMBER	VENDOR FAX NUMBER	REQUISITION NUMBER	DELIVERY REFERENCE	
513-381-2112		2755		
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS	DEPARTMENT/LOCATION
01/22/2025	17006			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 - add'l services GL Account: 12343500 - 570000	1.0	EACH	\$49,750.00	\$49,750.00
GL SUMMARY					
	12343500 - 570000			\$49,750.00	

Invoice Date ___/___/___ Invoice Amount \$ _____ To Be paid ___/___/___ Warrant # _____

COUNTY AUDITOR'S CERTIFICATE

It is hereby certified that the amount \$49,750.00 required to meet the contract, agreement, obligation, payment or expenditure, for the above, has been lawfully appropriated, authorized or directed for such purpose and is in the County Treasury or in process of collection to the credit of the submitted Fund(s) free from any obligation or certification now outstanding.

Date: 01/22/2025

Carri L. Brown

Auditor Fairfield County, OH

Purchase Order Total \$49,750.00

119

08/12/2025

For Department Use ONLY

Prosecutor's Approval Page

Resolution No.

A Resolution to approve a Contract Amendment between Steed Hammond Paul, Inc.,
d/b/a SHP Architects, Inc., and the Fairfield County Commissioners

(Fairfield County Facilities)

Approved as to form on 8/7/2025 12:34:35 PM by Steven Darnell,

Signature Page

Resolution No. 2025-08.12.m

A Resolution to approve a Contract Amendment between Steed Hammond Paul, Inc.,
d/b/a SHP Architects, Inc., and the Fairfield County Commissioners

(Fairfield County Facilities)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution to approve 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 - \$32.00

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: \$32.00

Prepared by: Brandi Downhour, Budget Manager

cc: Jamie Ehorn, Fairfield County Health Department

Signature Page

Resolution No. 2025-08.12.n

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

(Fairfield County Job and Family Services)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A Resolution regarding an amendment for a previously approved Network Placement and Related Services Agreement between Champion Life House LLC 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 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 amended agreement shall be effective May 1st, 2025 through April 30th, 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 Champion Life House LLC.

Prepared by: Michele White
cc: JFS / Program Contract Specialist

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

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

Collectively the "Parties".

Contract ID: 19494182

Originally Dated: 05/01/2025 to 04/30/2026

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: 05/01/2025

Addenda End Date:

Increased Amount:

Article Name:

Addenda Reason Narrative:

Addition of levels

Level 2: Per Diem \$425.00 (Maintenance-\$250.00 and Administration-\$175.00)

Level 4: Per Diem \$725.00 (Maintenance-\$450.00 and Administration-\$275.00)

Level 5: Per Diem \$850.00 (Maintenance-\$550.00 and Administration-\$300.00)

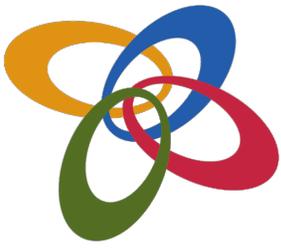
SIGNATURE OF THE PARTIES

Provider: Champion Life House LLC

Print Name & Title	Signature	Date
Leila Champion, Administrator		07/31/2025

Agency: Fairfield County Department of Job and Family Services

Print Name & Title	Signature	Date



A Contract regarding Addendum: Champion Life House LLC between Job and Family Services and

Approved on 8/1/2025 10:50:56 AM by Sarah Fortner, Deputy Director

Sarah Fortner
Deputy Director

Approved on 8/1/2025 11:28:30 AM by Corey Clark, Director of Fairfield County Job & Family Services

Corey Clark, Director
Fairfield County Job & Family Services

ROUTING FORM FOR CONTRACTS

The undersigned designee of the County affirms that he/she has reviewed the attached contract to ensure that it complies with County's needs and previous negotiations. The undersigned designee further affirms that the County has complied with the competitive selection process, as prescribed by Ohio Revised Code 9.17, and the applicable sections as outlined on this form, by selecting the applicable boxes below.

- A. Goods and/or Services in excess of \$77,250.00—competitively selected via an Invitation to Bid, pursuant to R.C. 307.86-307.92
- B. Goods and/or Services in excess of \$77,250.00—competitively selected via a Request for Proposals, pursuant to R.C. 307.862
- C. Public Improvement contracts—competitively selected pursuant to R.C. 153.08-153.12
- D. Architect/Engineer design services for public improvements—selected through the Request for Qualifications process pursuant to R.C. 153.65-153.72
- E. County Road Improvement/Construction—competitively selected pursuant to R.C. 5555.61
- F. The subject matter was exempt from competitive selection for the following reason(s):
1. Under \$77,250.00
 2. State Term #: _____ (copy of State Term Contract must be attached)
 3. ODOT Term #: _____ (See R.C. 5513.01)
 4. Professional Services (See the list of exempted occupations/services under R.C. 307.86)
 5. Emergency (Follow procedure under ORC 307.86(A))
 6. Sole Source (attach documentation as to why contract is sole source)
 7. Other: _____ (cite to authority or explain why matter is exempt from competitive bidding)
- G. Agreement not subject to Sections A-F (explain): _____
- H. Compliance with Fairfield County Board of Commissioners Procurement Guidelines
1. No County employee, employee's family member, or employee's business associate has an interest in this contract OR such interest has been disclosed and reviewed by the Prosecutor's Office
 2. No Finding for Recovery against Vendor as required under R.C. 9.24 (search via "Certified Search" on <http://ffr.ohioauditor.gov/>)
 3. Obtained 3 quotes for purchases under \$77,250.00 (as applicable)
 4. Purchase Order is included with Agreement

Signed this _____ day of _____, 20_____.

Michele White Program Contract Specialist
Name and Title

*** Please note that this checklist only addresses County and statutory requirements. If a contract is paid for with state and/or federal funds, please consult with the appropriate state and/or federal agency to ensure your department is complying with any additional requirements. By submitting a request for approval, you are certifying you have addressed County, statutory, and grant requirements.***

Fairfield County Auditor
210 East Main Street
Lancaster, Ohio 43130

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

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

Revisions: 001

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

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

VENDOR PHONE NUMBER	VENDOR FAX NUMBER	REQUISITION NUMBER	DELIVERY REFERENCE	
		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

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.

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

Date: 06/17/2025

Carri L. Brown

Auditor Fairfield County, OH

Purchase Order Total \$9,801.00

08/12/2025

Vendor Copy

130

Prosecutor's Approval Page

Resolution No.

A Resolution regarding an amendment for a previously approved Network Placement and Related Services Agreement between Champion Life House LLC and Child Protective Services Department.

(Fairfield County Job and Family Services)

Approved as to form on 8/4/2025 4:04:56 PM by Steven Darnell,

Signature Page

Resolution No. 2025-08.12.o

A Resolution regarding an amendment for a previously approved Network Placement and Related Services Agreement between Champion Life House LLC 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 regarding an amendment for a previously approved Network Placement and Related Services Agreement between NECCO, Inc. 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 NECCO, Inc, 135 Merchant St., Springdale, OH 45246; and

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

WHEREAS, this amended agreement shall be effective April 1st, 2025 through March 31st, 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 NECCO, Inc.

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
- B. Goods and/or Services in excess of \$77,250.00—competitively selected via a Request for Proposals, pursuant to R.C. 307.862
- C. Public Improvement contracts—competitively selected pursuant to R.C. 153.08-153.12
- D. Architect/Engineer design services for public improvements—selected through the Request for Qualifications process pursuant to R.C. 153.65-153.72
- E. County Road Improvement/Construction—competitively selected pursuant to R.C. 5555.61
- F. The subject matter was exempt from competitive selection for the following reason(s):
- Under \$77,250.00
 - State Term #: _____ (copy of State Term Contract must be attached)
 - ODOT Term #: _____ (See R.C. 5513.01)
 - Professional Services (See the list of exempted occupations/services under R.C. 307.86)
 - Emergency (Follow procedure under ORC 307.86(A))
 - Sole Source (attach documentation as to why contract is sole source)
 - Other: _____ (cite to authority or explain why matter is exempt from competitive bidding)
- G. Agreement not subject to Sections A-F (explain): _____
- H. Compliance with Fairfield County Board of Commissioners Procurement Guidelines
- No County employee, employee's family member, or employee's business associate has an interest in this contract OR such interest has been disclosed and reviewed by the Prosecutor's Office
 - No Finding for Recovery against Vendor as required under R.C. 9.24 (search via "Certified Search" on <http://ffr.ohioauditor.gov/>)
 - Obtained 3 quotes for purchases under \$77,250.00 (as applicable)
 - Purchase Order is included with Agreement

Signed this _____ day of _____, 20_____.

Michele White Program Contract Specialist

Name and Title

*** Please note that this checklist only addresses County and statutory requirements. If a contract is paid for with state and/or federal funds, please consult with the appropriate state and/or federal agency to ensure your department is complying with any additional requirements. By submitting a request for approval, you are certifying you have addressed County, statutory, and grant requirements.***

Fairfield County Auditor
210 East Main Street
Lancaster, Ohio 43130

Fiscal Year 2025

Page: 1 of 1

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

Purchase Order # **25001892 - 05**

Delivery must be made within doors of specified destination.

Expiration Date: 12/15/2025

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

Revisions: 005

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NECCO, LLC
NECCO
1404 RACE STREET
CINCINNATI, OH 45202

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

VENDOR PHONE NUMBER	VENDOR FAX NUMBER	REQUISITION NUMBER	DELIVERY REFERENCE	
		2044		
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS	DEPARTMENT/LOCATION
01/01/2025	13358			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	\$178,000.00	\$178,000.00

COUNTY AUDITOR'S CERTIFICATE

It is hereby certified that the amount \$178,000.00 required to meet the contract, agreement, obligation, payment or expenditure, for the above, has been lawfully appropriated, authorized or directed for such purpose and is in the County Treasury or in process of collection to the credit of the submitted Fund(s) free from any obligation or certification now outstanding.

Date: 01/01/2025

Carri L. Brown

Auditor Fairfield County, OH

08/12/2025

Vendor Copy

Total Ext. Price	\$178,000.00
Total Sales Tax	\$0.00
Total Freight	\$0.00
Total Discount	\$0.00
Total Credit	\$0.00

Purchase Order Total \$178,000.00

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 NECCO, Inc. hereinafter "Provider," whose address is:

NECCO, Inc.
135 Merchant St
Springdale, OH 45246

Collectively the "Parties".

Contract ID: 19470031

Originally Dated: 04/01/2025 to 03/31/2026

Ohio Department of Job and Family Services

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

Addenda Number 3:

Addenda Reason: Other
Addenda Begin Date: 04/01/2025

Addenda End Date:

Increased Amount:

Article Name:

Addenda Reason Narrative:

TFC SN rate

Per diem: \$125.00 (Maintenance-\$80.00 and Administration-\$45.00)

Title IV-E Rate Increase:

Traditional: (Maintenance-\$41.03 and Administrative-\$42.00) Total per diem: \$83.03

Treatment Level 1 TFC: (Maintenance-\$59.83 and Administrative-\$61.00) Total per diem: \$120.83

Treatment Level 2/3 TFC: (Maintenance-\$61.57 and Administrative-\$77.00) Total per diem: \$138.57

Treatment Level- Special Needs: (Maintenance-\$96.95 and Administrative-\$91.00) Total per diem: \$187.95

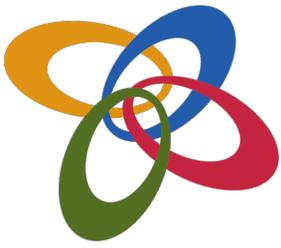
SIGNATURE OF THE PARTIES

Provider: NECCO, Inc.

Print Name & Title	Signature	Date
Jessica Parks State Director		7/31/25

Agency: Fairfield County Department of Job and Family Services

Print Name & Title	Signature	Date



A Contract regarding Addendum-NECCO, Inc. between Job and Family Services and

Approved on 8/1/2025 10:50:44 AM by Sarah Fortner, Deputy Director

Sarah Fortner
Deputy Director

Approved on 8/1/2025 11:28:22 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 NECCO, Inc. and Child Protective Services Department.

(Fairfield County Job and Family Services)

Approved as to form on 8/4/2025 3:59:52 PM by Steven Darnell,

Signature Page

Resolution No. 2025-08.12.p

A Resolution regarding an amendment for a previously approved Network Placement and Related Services Agreement between NECCO, Inc. 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 authorizing the approval of an agreement with the Fairfield County Board of Commissioners (Fairfield BCC), the Fairfield County Sheriff's Office (Fairfield Sheriff) and the U.S. Department of Justice United States Marshals Service for housing Federal prisoners in the Fairfield County Jail.

WHEREAS, The Fairfield County Sheriff's Office has submitted a contract for housing Federal prisoners in the Fairfield County Jail; and

WHEREAS, this agreement allows the Marshals Service to house up to 50 Federal prisoners in the Fairfield County Jail; and

WHEREAS, this agreement includes a per diem rate of \$100 per day, per inmate effective for 36 months from the effective date.

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

Section 1. That the Fairfield County Board of Commissioners hereby approves the attached agreement with the Fairfield County Sheriff's Office and the U.S. Department of Justice United States Marshals Service.

Prepared by: Elisa Dowdy/Sheriff's Office
Cc: Elisa Dowdy

**U.S. Department of Justice
United States Marshals Service
Prisoner Operations Division**

**Office of Detention Services
Intergovernmental Agreement**

1. Agreement Number 61-25-0002	2. Effective Date	3. Facility Code(s) AC5	4. UEI Number MAM8KFZZ4UL5
5. Issuing Federal Agency United States Marshals Service Prisoner Operations Division Office of Detention Services CG-3, 3 rd Floor Washington, DC 20530-0001		6. Local Government Fairfield County Jail 345 Lincoln Avenue Lancaster, Ohio 43130 Tax ID:31-6400066	
7. Appropriation Data 15-1020/XD	8. Local Contact Person: E-mail: Telephone:	Chief Deputy, William Ervin william.ervin@fairfieldcountyohio.gov (740) 652-7249	
9. Services		10. Estimated Number of Federal Beds	11. Per Diem Rate
This agreement is for the housing, safekeeping, subsistence, and care of Federal prisoners, in accordance with content set forth herein.		Male: 36 Female: 14 Juvenile: 0 Total: 50	\$100.00
12. Period of Performance		Perpetual	
13. Guard/Transportation Hourly Rate		14. Optional Guard/Transportation Services	
Guard/Transportation Hourly Rate: \$48.00 Mileage shall be reimbursed by the Federal Government at the current General Services Administration (GSA) Federal Travel Regulation Mileage Rate.		<input checked="" type="checkbox"/> Medical <input checked="" type="checkbox"/> U.S. Courthouse <input type="checkbox"/> JPATS <input checked="" type="checkbox"/> Encompassed <u>VTC</u> <input type="checkbox"/> Video Teleconferencing (VTC) Hearings <input checked="" type="checkbox"/> Other <u>Hospital Details</u>	
15. Department of Labor Wage Determination			
<input type="checkbox"/> Wages Incorporated # _____ <input checked="" type="checkbox"/> Collective Bargaining Agreement # <u>SAM CBA-2025-301, CBA-2025-301</u>			
16. Local Government Certification <i>To the best of my knowledge and belief, information submitted in support of this agreement is true and correct. This document has been duly authorized by the governing authorities of their applying Department or Agency State or County Government and therefore agree to comply with all provisions set forth herein this document.</i>		17. Signature of Person Authorized to Sign (Local) _____ Signature Jeff Fix Print Name Fairfield Commissioner President Title Date	
18. Federal Prisoner Type Authorized <input checked="" type="checkbox"/> Adult Male <input checked="" type="checkbox"/> Adult Female <input type="checkbox"/> Juvenile Male <input type="checkbox"/> Juvenile Female	19. Other Authorized Agency User <input type="checkbox"/> BOP <input type="checkbox"/> ICE <input type="checkbox"/> Other _____	20. Signature of Person Authorized to Sign (Federal) _____ Signature Tiffani Eason Print Name Assistant Chief, Intergovernmental Agreements Title Date	

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1. Authority

Pursuant to the authority, 106th Congress Public Law 553, Section 119 of the "Department of Justice Appropriations Act, 2001", this Intergovernmental Agreement (hereinafter referred to as "agreement") is entered into between the United States Marshals Service (USMS) (hereinafter referred to as the "Federal Government") and **Fairfield County Jail** (hereinafter referred to as "Local Government"), who hereby agree as described in this document.

2. Purpose

The Federal Government and the Local Government establish this agreement allowing the USMS or other authorized agency user as noted in block #19, page one (1) of this agreement to house individuals detained on federal charges or federal court orders (hereinafter referred to as "Federal prisoners") with the Local Government at the **Fairfield County Jail, 345 Lincoln Ave, Lancaster, Ohio 43130** (hereinafter referred to as "the Facility") designated in block #6 on page one (1) of this agreement.

3. Administration (October 2021)

The Local Government shall provide for the secure custody, safekeeping, housing, subsistence, and care of Federal prisoners in accordance with all state, local, and federal laws, standards, regulations, policies, and court orders applicable to the operation of the Facility. Federal prisoners shall be housed in a manner consistent with the Federal Performance Based Detention Standards (FPBDS) subset utilized by the USMS Detention Facility Review Program. These standards are set forth in Form USM-218 (provided as an attachment to this agreement). Facilities shall follow the current standards summarized in Form USM-218 and any other standards required by an authorized agency whose prisoners are housed by the Local Government pursuant to this agreement. Full text of the FPBDS can be found at: <http://www.ASD.usmarshals.gov/prisoner/detention-standards.htm> as an additional reference source for best practices.

Fairfield County Jail shall comply with Congressional mandates, federal laws, Executive Orders and all existing **Fairfield County Jail** policies. **Fairfield County Jail** shall provide a means for verification of any state inspections, accreditation, and, if applicable, any alternative correctional facility accreditations such as an accreditation from the American Correctional Association accreditation.

The USMS ensures the secure custody, care, and safekeeping of USMS prisoners. Accordingly, all housing or work assignments, and recreation or other activities for USMS prisoners are permitted only within secure areas of the building or within the secure external recreational/exercise areas. All work assignments for unsentenced Federal prisoners must be voluntary.

The Local Government shall conduct initial and periodic background and reference checks of applicants, employees, contractors, and volunteers. All allegations of staff misconduct shall be investigated and reported to law enforcement as appropriate. Staff misconduct involving or affecting USMS prisoners shall be reported to the local district United States Marshal (USM), Chief,

or their designee and to the USMS Prisoner Operations Division (POD) at PODCoCInquiries@usdoj.gov.

At all times, the Federal Government shall have access to the Facility and to the Federal prisoners, and to all records pertaining to this agreement, including financial records, for a retention period of three (3) years from the date of request by the Federal Government.

The Local Government shall maintain written policies and procedures that describe all facets of facility operations, maintenance, and administration. The Local Government shall maintain written contingency and emergency plans for situations including but not limited to riots, hunger strikes, disturbances, escapes, hostage situations, and mass prisoner relocation.

The Local Government shall maintain records of annual fire safety inspections. The Local Government shall maintain dangerous materials in accordance with government regulations.

The Local Government shall maintain an objective review, classification, and housing process. Federal prisoners shall be clearly identified as USMS prisoners in the classification system.

The Local Government shall ensure Federal prisoners under the age of 18 receive an age-appropriate diet, exercise, and education.

The Local Government shall ensure Federal prisoners under the age of 18 or charged as a juvenile shall be separated by sight and sound and out of regular contact with adult prisoners, except in emergency situations or approval from the court.

The Local Government shall keep the Facility clean and in good repair. Food service equipment shall meet established health and safety codes. The Local Government shall provide a minimum of three (3) meals per day that are varied and nutritionally adequate.

The Local Government shall provide safe and clean space and items for proper prisoner hygiene.

The Local Government will provide clean and serviceable bedding and clothing. Clothing and shoes shall be properly sized and temperature and weather appropriate. The Local government shall provide appropriate attire upon release.

The Local Government shall properly inventory, store, and return prisoner property upon release. The Local Government shall provide adequate accommodations for prisoners with disabilities once accepted by the Local Government.

The Local Government shall prohibit discrimination on the basis of disability, race, sex, sexual orientation, religion, and national origin in the provision of services, programs, and activities.

The Local Government shall provide prisoners with reasonable opportunities to participate in religious practices, exercise, and access to mail, telephones, personal legal materials and legal reference materials or confidential counsel.

The Local Government shall maintain a grievance program with at least one level of appeal. The grievance procedures shall be made available to prisoners.

(End of Provision)

4. Place of Performance (May 2021)

The principal place of performance for this agreement shall be:

Fairfield County Jail, 345 Lincoln Ave, Lancaster, Ohio 43130

(End of Provision)

5. Agreements Specialist (November 2021)

The Contracting Officer (KO) may designate in writing one or more government employees, by name and position title, to act for the KO under this agreement. Each designee shall be identified as an Agreements Specialist. Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee(s) shall not change the terms or conditions of the agreement, unless the Agreements Specialist is a warranted KO, and this authority is delegated in the designation.

The Agreements Specialist is:

Name: **Ramona Mosby**
Title: **Grants Specialist**
Contact Information: **202-868-2789**

(End of Provision)

6. Termination (May 2021)

The agreement can be terminated by either party for any reason. The requesting party, requester, seeking to terminate this agreement may do so by providing a written notice to the receiving party, requestee, at least thirty (30) calendar days in advance of the proposed termination date. An exception is made when an emergency situation requires the immediate relocation of Federal prisoners.

In order for the Local Government to initiate a termination of this agreement, the Local Government must:

- a. As noted in this section, paragraph one above, the Local Government shall provide the Federal Government via the KO or designee a written notification by email at least thirty (30) calendar days in advance of the potential termination date unless an emergency situation requires the immediate relocation of Federal prisoners.
- b. The Local Government shall provide adequate time, if applicable, for the Federal Government to transport and relocate Federal prisoners. Based on the number of Federal prisoners at the facility, a thirty (30) day notice may not be adequate to vacate the premises; thus, the Local Government shall agree to provide the Federal Government a reasonable time frame to exit the facility.
- c. The Local Government shall work with the Federal Government to locate alternative housing solutions for the Federal prisoners.

- d. The Local Government may not request rate or per-diem increases once the Local Government has provided a termination notice to the Federal Government and the Federal Government has acknowledged the receipt of before mentioned notice.

Where the Local Government has received a cooperative agreement through the POD's Cooperative Agreement Program, the cooperative agreement termination and other applicable provisions shall:

- a. be incorporated into this agreement;
- b. survive after the expiration of the cooperative agreement; and
- c. supersede the termination provisions of this agreement.

(End of Provision)

7. Assignment and Outsourcing of Jail Operations (May 2021)

The overall management and operation of the Facility housing Federal prisoners shall not be contracted out without the prior written notification of the Federal Government.

(End of Provision)

8. Medical Services (May 2021)

The Local Government shall maintain written procedures that describe actions taken in the event of a prisoner's death, assault, or medical emergency to include notification to the USMS.

The Local Government shall provide a medical and mental health screening upon admission to the Facility. The Local Government shall inform prisoners how to access health services.

The Local Government shall notify the local USMS district office of any infectious disease outbreak.

The Local Government shall provide Federal prisoners with the same level and range of care **inside** the Facility as that provided to state and local prisoners. The Local Government is financially responsible for all medical care provided **inside** the Facility to Federal prisoners. This includes the cost of all medical, dental, and mental health care as well as the cost of medical supplies, over-the-counter medications and any prescription medications routinely stocked by the Facility. The Facility is encouraged to purchase non-OTC medications for USMS prisoners through the USMS' National Managed Care Contract (NMCC) Discount Pharmacy Program. When possible, generic medications should be prescribed. The cost of all of the above-referenced medical care is covered by the Federal per-diem rate. The Federal Government will pay for the cost of specialized medical services not routinely provided within the Facility, such as dialysis.

The Federal Government is financially responsible for all medical care provided **outside** the Facility to Federal prisoners. The Federal Government must be billed directly by outside medical care providers pursuant to arrangements made by the Local Government for outside medical care. The Local Government shall utilize outside medical care providers that are covered by the USMS' NMCC Preferred Provider Network to the maximum extent practicable. The Local Government can obtain

Local Government (initial): _____
Federal Government (initial): _____

information about NMCC covered providers from the local USMS District Office. The Federal Government will be billed directly by the medical care provider **not** the Local Government. To ensure that Medicare rates are properly applied, medical claims for Federal prisoners must be on Centers for Medicare and Medicaid Services (CMS) Forms so that they can be re-priced to Medicare rates in accordance with the provisions of Title 18 U.S.C. Section 4006. The USMS will not reimburse the detention facility for medical payments made on behalf of USMS prisoners in the absence of a specific arrangement approved in writing by the USMS.

All **outside** medical care provided to Federal prisoners must be pre-approved by the Federal Government except in a medical emergency. In the event of an emergency, the Local Government shall proceed immediately with necessary medical treatment. The Local Government shall notify the Federal Government immediately regarding the nature of the Federal prisoner's illness or injury as well as the types of treatment provided.

The Facility shall have in place an adequate infectious disease control program which includes testing of all Federal prisoners for Tuberculosis (TB) in accordance with *National Commission on Correctional Health Care (NCCHC) Standards for Health Services in Jails*. TB testing shall occur within 14 days of intake (unless current TB tests results are available), be promptly documented in the Federal prisoner's medical record and the results forwarded to the local USMS District within thirty (30) days of intake. Special requests for expedited TB testing and clearance (to include time sensitive moves) shall be accomplished through advance coordination by the Federal Government and Local Government.

The Local Government shall immediately notify the Federal Government to include the local district office of any cases of suspected or active TB or any other highly communicable diseases such as but not limited to Coronavirus Disease (COVID), severe acute respiratory syndrome (SARS), Avian Flu, Methicillin-Resistant Staphylococcus Aureus (MRSA), Chicken Pox, etc., which might affect scheduled transports or productions.

When a federal prisoner is being transferred or released from the Facility, they will be provided with a minimum of seven (7) days of prescription medications and any medications already dispensed to the prisoner. Medical records and Form USM-553, *Prisoner in Transit Medical Summary* must travel with the Federal prisoner. If the records are maintained at a medical contractor's facility, it is the Local Government's responsibility to obtain them before a federal prisoner is transferred.

Federal prisoners may be charged a medical co-payment by the Local Government in accordance with the provisions of Title 18 U.S.C. Section 4013(d). The Federal Government is not responsible for medical co-payments and shall not be billed if the federal prisoner is indigent and cannot make the co-payment. Indigent Federal prisoners shall not be denied medical evaluation and treatment for failure to provide a co-payment.

(End of Provision)

9. Affordable Care Act (ACA) (May 2021)

Upon release of a Federal prisoner, the Local Government shall provide information regarding the Affordable Care Act (ACA). The ACA website is located at:

<http://www.hhs.gov/healthcare/about-the-aca/index.html>.

(End of Provision)

10. Receiving and Discharging of Federal Prisoners (May 2021)

The Local Government agrees to accept Federal prisoners only upon presentation by a Law Enforcement Officer (LEO), USMS Task Force Officer (TFO) or a USMS designee with proper credentials.

The Local Government shall not relocate a Federal prisoner from one facility under its control to another facility not described in this agreement without permission of the Federal Government. Additional facilities within the same agreement shall be identified in a modification.

The Local Government agrees to release Federal prisoners only to LEOs of the authorized Federal Government agency initially committing the Federal prisoner (e.g., Drug Enforcement Administration (DEA), Immigration and Customs Enforcement (ICE)) or to a Deputy United States Marshal (DUSM) or USMS designee with proper credentials. Those Federal prisoners who are remanded to custody by the USMS may only be released to the USMS or an individual specified by the USMS in the Judicial District.

USMS Federal prisoners sought for a state or local court proceeding must be acquired through a Writ of Habeas Corpus or the Interstate Agreement on Detainers and then only with the concurrence of the jurisdictional United States Marshal (USM).

(End of Provision)

11. Prisoner Work Program (November 2021)

Federal prisoner labor shall be used in accordance with the Federal prisoner work plan developed by the Local Government and approved by the USMS. The Federal prisoner work plan must be voluntary, and may include work or program assignments for industrial, maintenance, custodial, service, or other jobs. Federal prisoners may not be required to work. Federal prisoners may volunteer to work within the secure confines of the facility if they sign a waiver of their right not to work. A Federal prisoner with suicidal tendencies, attempted escapes or escape history, violent history, gang affiliations or with detainers for pending charges with other local, state, or federal agencies will not be considered for the volunteer program. Federal prisoners are not permitted to act as trustees and may not work in positions that permit unsupervised contact with segregated prisoners or Federal prisoners of the opposite sex.

The Federal prisoners are restricted from operating equipment that may expose the Federal prisoners to grave bodily harm or any work assignment requiring security risk items and controlled tools which could be used to facilitate an escape or used as a weapon that could endanger staff, citizens, or other inmates. Federal prisoners will not have access to prisoner or employee records.

The Local Government will ensure that prisoners who volunteer to work are prohibited from keeping medication on their person while at the worksite, unless deemed necessary by medical personnel.

Federal prisoners must obtain required medical clearances before working in the food service areas. The Federal prisoner work program shall not conflict with any other requirements of the agreement and must comply with all applicable laws and regulations. Federal prisoners shall not be used to perform the responsibilities or duties of an employee of the Local Government. Appropriate safety/protective clothing and equipment shall be provided to Federal prisoner workers as appropriate. Federal prisoners shall not be assigned work that is considered hazardous or dangerous. This includes, but is not limited to, areas or assignments requiring great heights, extreme temperatures, use of toxic substances and unusual physical demands. Federal prisoner workers can be paid the identical rates of pay as other facility prisoners.

Federal prisoners shall be required to participate in normal housekeeping duties which help ensure the cleanliness of their housing area. Increases and reductions in privileges may be used as incentives to ensure that Federal prisoners keep their living areas clean.

(End of Provision)

12. Guard/Transportation Services to/from Medical Facility (May 2021)

When Medical Facility in block #14 on page one (1) of this agreement is checked, the Local Government agrees, subject to the availability of its personnel, to provide transportation and guard services for Federal prisoners housed at the Facility to and from a medical facility for outpatient care, and transportation and stationary guard services for Federal prisoners admitted to a medical facility.

These services shall be performed by at least two (2) armed and qualified LEOs or Correctional Officers (CO) according to the criteria specified by the County Entity running the facility. In all cases, these are part of a fulltime Law Enforcement Organization or Correctional Organization and that they have met the minimum training requirements.

The Local Government agrees to provide additional personnel if requested by the USMS to enhance specific requirements for security, prisoner monitoring, and contraband control. Federal prisoners are not permitted to use the telephone, internet or WIFI enabled devices, or to receive outside food, drinks, or deliveries (including flowers) without consent from the USMS. The Local Government shall restrain Federal prisoners by attaching at least one extremity to the hospital bed, stretcher, or chair at all times when medically possible. Pregnant or postpartum prisoners should not be restrained. Postpartum is the twelve-week period following childbirth, miscarriage, or abortion. See First Step Act provision for more information.

The reimbursable hourly rate, if agreed upon, will be shown in block #13 on page one (1) of this agreement.

Mileage shall be reimbursed in accordance with the current GSA mileage rate.

(End of Provision)

Local Government (initial): _____
Federal Government (initial): _____

13. Guard/Transportation Services to/from U.S. Courthouse (May 2021)

When U.S. Courthouse in block #14 on page one (1) of this agreement is checked, the Local Government agrees, subject to the availability of its personnel, to provide transportation and guard services for Federal prisoners housed at its facility to and from the U.S. Courthouse. These services shall be performed by at least two (2) armed and qualified LEOs or COs. In all cases, these are part of a fulltime Law Enforcement Organization or Correctional Organization and that they have met the minimum training requirements.

The Local Government agrees to provide additional personnel if requested by the USMS to enhance specific requirements for security, prisoner monitoring, and contraband control.

Upon arrival at the courthouse, the Local Government's transportation guard will turn Federal prisoners over to the USMS only upon presentation of proper law enforcement credentials.

The Local Government will not transport Federal prisoners to any U.S. Courthouse without a specific request from the USMS who will provide the prisoner's name, the U.S. Courthouse, and the date the prisoner is to be transported.

Each prisoner will be fully restrained in handcuffs, waist chain, and leg restraints during transportation unless otherwise authorized by the USMS. Deviations from full restraints must be documented and reported monthly to the local district USM, Chief, or their designee and to the USMS POD at PODCoCInquiries@usdoj.gov.

The reimbursable hourly rate, if agreed upon, will be shown in block #13 on page one (1) of this agreement.

Mileage shall be reimbursed in accordance with the current GSA mileage rate.

(End of Provision)

14. Guard/Transportation Services to Justice Prisoner & Alien Transportation System (JPATS) or Other (May 2021)

When JPATS, Other or both in block #14 on page one (1) of this agreement is checked, the Local Government agrees, subject to the availability of its personnel, to provide transportation and escort guard services for Federal prisoners housed at its facility to and from the JPATS or other locations designated by the Federal Government.

These services shall be performed by at least two (2) armed and qualified LEOs or COs. In all cases, these are part of a fulltime Law Enforcement Organization or Correctional Organization and that they have met the minimum training requirements.

The Local Government agrees to provide additional personnel if requested by the USMS to enhance specific requirements for security, prisoner monitoring, and contraband control.

The Local Government shall not transport Federal prisoners to the airlift or any other location without a specific request from the USMS who will provide the prisoner’s name, location (district), and the date the prisoner is to be transported.

The Local Government shall turn Federal prisoners over to the USMS or an officer specified by the USMS only upon presentation of proper credentials.

Each prisoner will be fully restrained in handcuffs, waist chain, and leg restraints during transportation unless otherwise authorized by the USMS. Deviations from full restraints must be documented and reported monthly to the local district USM, Chief, or their designee and to the USMS POD at PODCoCInquiries@usdoj.gov.

The reimbursable hourly rate, if agreed upon, will be shown in block #13 on page one (1) of this agreement.

Mileage shall be reimbursed in accordance with the current GSA mileage rate.

(End of Provision)

15. Video Teleconference Hearings within the Facility (October 2021)

If available, the facility shall furnish, as applicable to this agreement, all things necessary for, or incident to, providing Video Teleconference (VTC) hearings within the facility. When VTC equipment is not available at the facility, the Federal Government, in coordination with the Courts, may assist with providing VTC equipment and ancillary items to the facility.

(End of Provision)

16. Optional Guard Services to Video Teleconference Hearings within Facility (May 2021)

When Video Teleconferencing (VTC) Hearings in block #14 on page one (1) of this agreement is checked, the Local Government agrees, subject to the availability of its personnel, to provide escort guard services for Federal prisoners housed at its facility to monitor, on a case-by-case basis, court hearings conducted via VTC within its facility per instruction of the Federal Judiciary.

The reimbursable hourly rate, if agreed upon, will be shown in block #13 on page one (1) of this agreement.

(End of Provision)

17. Special Notifications (May 2021)

The Local Government shall notify the Federal Government of any activity by a Federal prisoner, which would likely result in litigation or alleged criminal activity.

The Local Government shall immediately notify the Federal Government of an escape of a Federal prisoner. The Local Government shall use all reasonable means to apprehend the escaped Federal prisoner and all reasonable costs in connection therewith shall be borne by the Local Government.

Local Government (initial): _____
Federal Government (initial): _____

The Federal Government shall have primary responsibility and authority to direct the pursuit and capture of such escaped Federal prisoners. Additionally, the Local Government shall notify the Federal Government as soon as possible when a Federal prisoner is involved in an attempted escape or conspiracy to escape from the Facility.

In the event of a medical emergency, death, or assault on or by a Federal prisoner, the Local Government shall immediately notify the Federal Government.

(End of Provision)

18. Body Worn Camera Information Requests (November 2021)

If the Local Government adopts a Body Worn Camera (BWC) use policy that mandates use of BWC for transport or other activities covered under the IGA, the agency shall, upon request by USMS, provide USMS with the audio/video footage and any metadata captured by the BWC pertaining to USMS prisoner incidents. The audio/video footage and any metadata may be requested by the USMS Body Worn Camera Program and the USMS Office of General Counsel. The agency agrees that no BWC footage depicting a USMS prisoner will be released without advance written notification to the USMS.

(End of Provision)

19. Restrictive Housing and Suicide Prevention (May 2021)

For the purposes of this agreement, "restrictive housing" means any type of detention that involves all of the following elements:

- a. Removal from the general population, whether voluntary or involuntary;
- b. Placement in a locked room or cell, whether alone or with another prisoner; and
- c. Inability to leave the room or cell for the vast majority of the day, typically 22 hours or more.

For the purposes of this agreement, "vulnerable population" refers to prisoners who are more likely to be victimized in confinement settings, including but not limited to: juveniles; young adults (age 18-24 at time of admission through conviction); prisoners with serious mental illness; lesbian, gay, bisexual, prisoners who identify as sex nonconforming; pregnant and postpartum prisoners; infirmed prisoners and prisoners with medical needs.

The Local Government shall have written policies, procedures, and practices requiring that all prisoners in restrictive housing are personally observed by a CO at least twice per hour, but no more than thirty (30) minutes apart, on an irregular schedule. Prisoners who are violent or mentally ill or who demonstrate unusual or bizarre behavior shall receive more frequent observation; suicidal prisoners shall be under constant observation.

The Local Government shall immediately notify the appropriate Chief Deputy U.S. Marshal (CDUSM), or designee, and POD at PODCoCinquiries@usdoj.gov when a member of a vulnerable population is placed in restrictive housing or their restrictive housing status changes.

The Local Government shall also provide reports to the USMS on a monthly basis listing all USMS prisoners who were detained in restrictive housing, and the reasons for their assignment to restrictive housing. When no USMS prisoners have been placed in restrictive housing during the reporting month, the Local Government shall notify USMS that there are no USMS prisoners to report. The report or a notification of no USMS prisoners in restrictive housing ' shall be submitted to the CDUSM or his or her designee and POD at PODCoCinquiries@usdoj.gov, no later than the tenth day of each month in a standard format established by the USMS.

The Local Government shall have a comprehensive suicide-prevention program in place incorporating all aspects of identification, assessment, evaluation, treatment, preventive intervention, and annual training of all medical, mental health, and correctional staff.

Additional prisoner suicide prevention resources can be found at: https://www.usmarshals.gov/prisoner/suicide_prevention.htm and <https://nicic.gov/>.

(End of Provision)

20. Prison Rape Elimination Act (PREA) (November 2021)

The Facility must post Prison Rape Elimination Act (PREA) brochure/bulletins in each housing unit of the Facility. The Facility must abide by all relevant PREA regulations at: (<https://www.prearesourcecenter.org/about/prison-rape-elimination-act-prea>).

All sexual harassment and sexual assaults of or by a USMS prisoner must be reported to the district CDUSM or designee and the POD at: PREAinquiries@usdoj.gov.

In accordance with PREA, the Facility must arrange for a PREA audit every three (3) years. The Facility must maintain PREA compliance or be actively working towards compliance. Additional resources can be found at: <https://www.prearesourcecenter.org/>.

Templates for PREA posters and brochures can be found at: <https://www.prearesourcecenter.org/library/search?keys=poster&cat=All>

(End of Provision)

21. PREA Prisoner Incident Reporting (November 2021)

PREA posters shall contain information on how to report a sexual assault by using one of the following methods:

- Speaking with a staff member;
- Writing a letter reporting the alleged sexual misconduct to the person in charge or the USMS. To ensure confidentiality, use special (Legal) mail procedures;

- Filing an Emergency Prisoner Grievance - If you decide your complaint is too sensitive to file with the Officer in Charge, you can file your Grievance directly with the CDUSM. You can get the forms from your housing unit officer, or a Facility supervisor;
- Writing to the Office of Inspector General (OIG), which investigates allegations of staff misconduct. The address is: Office of Inspector General, U.S. Department of Justice, 950 Pennsylvania Ave. Room 4706, Washington, DC. 20530; or
- Calling, **at no expense to the victim**, the OIG. The phone number is 1-800-869-4499.

All allegations of sexual abuse reported to Facility staff must be reported and will be investigated. Information concerning the identity of a prisoner victim reporting a sexual assault, and the facts of the report itself, shall be limited to those who have the need to know in order to make decisions concerning the prisoner-victim's welfare and for law enforcement investigative purposes.

(End of Provision)

22. Federal Acquisition Regulation (FAR) Agreement Provisions (May 2021)

This agreement incorporates the following agreement provisions by reference, with the same force and effect as if it was given in full text. Upon request, the full text will be made available. The full text of this provision may be accessed electronically at: <http://www.acquisition.gov>.

Agreement Provisions:

FAR 52.222-4 Contract Work Hours and Safety Standards – Overtime (May 2018)

FAR 52.222-41 Service Contract Labor Standards. (November 2024)

If the Collective Bargaining Agreement in block #15 on page one (1) of this Agreement is checked, the Local Government agrees In accordance with Section 2 (a) and 4 (c) of the Services Contract Act, as amended, employees employed by the contractor (s) in performing services covered by the Collective Bargaining Agreement (s) are to be paid wage rates and fringe benefits set forth in the current collective bargaining agreement and modified extension agreements.

FAR 52.222-42 Statement of Equivalent Rates for Federal Hires (May 2014)

FAR 52.222-43 Fair Labor Standards Act and the Service Contract Labor Standards – Price Adjustment (Multiyear and Option Contracts) (August 2018)

The current Local Government per-diem rates shall be the prevailing wages unless notified by the Federal Government.

If the Department of Labor Wage Determination in block #15 on page one (1) of this Agreement is checked, the Local Government agrees, in accordance with FAR 52.222.43 (a), (f), that it must notify the Federal Government of any increase or decrease in applicable wages and fringe benefits claimed under this clause within thirty (30) days after receiving a new wage determination.

(End of Provision)

23. Guaranteed Minimum Bed Space (September 2021)

This IGA **does not** contain a guaranteed minimum for bed space.

(End of Provision)

24. Economic Rate Adjustments (October 2021)

The Federal Government will use various price analysis techniques and procedures to ensure the rates established by this agreement is considered a fair and reasonable price. Examples of such techniques include, but are not limited to, the following:

- a. Comparison of the requested rate with the Independent Government Estimate for detention services, otherwise known as the Core Rate;
- b. Comparison with rates at other state or local facilities of similar size and economic conditions;
- c. Comparison of previously proposed prices and previous Federal Government and commercial contract prices with current proposed prices for the same or similar items; and
- d. Evaluation of the provided jail operating expense information.

The firm-fixed price per-diem rate for services is stipulated in block #11 on page one (1) of this agreement and shall not be subject to adjustment on the basis of **Fairfield County Jail** actual cost experience in providing the service. The per-diem rate shall be fixed for a period from the effective date of this agreement forward for **thirty-six (36) consecutive months**. The per-diem rate covers the support of one Federal prisoner per "Federal prisoner day", which shall include the day of arrival, but not the day of departure.

The per-diem rate and the guard/transportation hourly rate will remain unchanged during the renewal period(s) unless the Local Government requests an economic rate adjustment. To request a per-diem economic rate adjustment, the Local Government will need to access USMS' Capture system via the Law Enforcement Enterprise Portal (LEEP) at <https://portal.cjis.gov/wps/myportal/LEEPNG>. The Local Government may contact the Agreements Specialist for more information.

An economic rate adjustment to either rate can be requested by the Local Government after **thirty-six (36) months of continuous performance**. Request for economic rate adjustments prior to the ending of the **thirty-six (36) month period** preceding the most recent rate adjustment shall only be considered if there are extreme circumstances that warrants a review of an out of cycle economic rate adjustment. Granting an out of cycle economic rate adjustment is not guaranteed.

To request an out of cycle per-diem economic rate adjustment, the Local Government will need to follow the same instructions as requesting an economic rate adjustment during the renewal period. For the request to be considered, the Local Government must demonstrate that its costs have substantially increased during the current **thirty-six (36) month period**. The Local Government shall provide the Agreements Specialist documentation to include cost and pricing data to justify

the facility's out of cycle economic rate adjustment request. The request and its supporting documentation are the sole responsibility of the Local Government to provide a complete request package to the Agreements Specialist. Incomplete or missing data may delay the request being processed or causing the request to be denied altogether.

Two (2) or more out of cycle economic rate adjustment requests within the same **thirty-six (36) month period** with an aggregate proposed increase of 25% or more are not permissible under this agreement.

(End of Provision)

25. Billing and Financial Provisions (May 2021)

The Local Government shall prepare and submit for certification and payment, original and separate invoices each month to each Federal Government component responsible for Federal prisoners housed at the Facility.

Address(es) for the component(s) is/are:

**United States Marshals Service
Southern District of Ohio**

Joseph P. Kinneary United States Courthouse
85 Marconi Boulevard, Room 460
Columbus, Ohio 43215
Contact Information: (614) 469-5540

To constitute a proper monthly invoice, the name and address of the Facility, the name of each Federal prisoner, their specific dates of confinement, the total days to be paid, the appropriate per diem rate as approved in the agreement, and the total amount billed (total days multiplied by the per-diem rate per day) shall be listed, along with the name, title, complete address, and telephone number of the Local Government official responsible for invoice preparation. Additional services provided, such as transportation and guard services, shall be listed separately and itemized.

Nothing contained herein shall be construed to obligate the Federal Government to any expenditure or obligation of funds in excess of, or in advance of, appropriations in accordance with the 31 U.S.C Section 1341 - Limitations on expending and obligating amounts.

(End of Provision)

26. Payment Procedures (May 2021)

The Federal Government will make payments to the Local Government at the address listed in block #6 on page one (1) of this agreement. The payments will be made promptly after the district office has received and certified the invoice is correct.

(End of Provision)

27. Hold Harmless (May 2021) and Local Government Assertion of Government Immunity.

The U.S. Marshals Service (USMS) shall assume liability for claims and liability for damages arising out of the acts, omissions, or negligence of the agents of the USMS, acting within the scope of their employment, concerning (1) the performance of this Agreement or (2) the failure of the agents of the USMS, acting within the scope of their employment, to observe and abide by any of the terms and conditions of this Agreement. This assumption of liability is coextensive with and in accordance with the Federal Tort Claims Act (FTCA) 28 U.S.C. Sections 2671-2680. Claims for tort damages shall be submitted and adjudicated in accordance with the procedures of the FTCA and applicable Federal and State law.

To the extent permitted by Federal law and the Laws of the State of Ohio, Local Government assumes responsibility for claims and damages arising out of the acts, omissions, or negligence of themselves and/or their respective employees acting within the scope of their employment, concerning (1) the performance of this Agreement and/or (2) the failure of the Local Government and/or their employees, acting within the scope of their employment, to observe and abide by any of the terms and conditions of this Agreement. Because the Local Government does not waive its Governmental/Sovereign Immunity, as provided by any applicable law including W.S. § 1-39-101 et seq., by entering into this Agreement, and retains all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law, based on this Agreement, this hold harmless provision shall not be considered a limitation to said assertion of immunity.

(End of Provision)

28. Disputes (May 2021)

Disputes, questions, or concerns pertaining to this Agreement will be resolved between appropriate officials of each party. Both the parties agree that they will use their best efforts to resolve the dispute in an informal fashion through consultation and communication, or other forms of non-binding alternative dispute resolution mutually acceptable to the parties.

(End of Provision)

29. Review of Services (November 2021)

Review standards for prisoners may differ among authorized agency users. The Local Government agrees to allow periodic unannounced reviews by Federal Government, to include approved Federal contractors, in accordance with the standards required by any or all of the Federal authorized agency users whose prisoners may be housed pursuant to this Agreement. A summary of inspection findings will be shared with the facility administrator in order to promote improvements to facility operations, conditions of confinement, and levels of services. If the Federal Government identifies significant finding(s) during the review, the Local Government will provide the Federal Government with a corrective action plan to address the issue(s).

(End of Provision)

30. IGA Amendments (May 2021)

For all amendments except for full or partial terminations, either party may initiate a request for amendment to this agreement in writing. All amendments negotiated will be effective only upon written approval of both parties.

(End of Provision)

31. Litigation (May 2021)

The Federal Government shall be notified, in writing, of all litigation pertaining to this agreement and provided copies of any pleadings filed or said litigation within five (5) business days of the filing.

The Local Government shall cooperate with the Federal Government legal staff and the United States Attorney regarding any requests pertaining to Federal Government or Local Government litigation.

(End of Provision)

32. The First Step Act (May 2021)

This agreement refers the Local Government facility operations and administrations to the following sections of the First Step Act:

- a. Section 613 of Public Law 115-391 the FIRST STEP Act of 2018 and 18 USC 5043 with respect to any USMS juveniles in custody.
- b. Section 301 of Public Law 115-391 the FIRST STEP Act of 2018 and that pursuant to USMS policy that these requirements have been adopted for all pregnant and postpartum USMS prisoners, regardless of case status. The postpartum period is twelve weeks after childbirth, miscarriage, or abortion.

(End of Provision)

(End of Agreement)

REGISTER OF WAGE DETERMINATION UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary		WAGE AND HOUR DIVISION
of Labor		WASHINGTON D.C. 20210
		Wage Determination No.: CBA-2025-301
Diane Koplewski	Division of	Revision No.: 0
Director	Wage Determinations	Date Of Last Revision: 07/08/2025

State: Ohio

Area: Fairfield

Employed on U.S. MARSHALS SERVICE contract for Employed on DEPT OF JUSTICE US MARSHALS SVC(IGA61-25-0002) for Prisoner Housing and Guard/Transport Services.

Collective Bargaining Agreement between contractor: Fairfield County Sheriff, and union: Ohio Patrolmen's Benevolent Association Local , effective 01/01/2024 through 12/31/2026.

In accordance with Section 2(a) and 4(c) of the Service Contract Act, as amended, employees employed by the contractor(s) in performing services covered by the Collective Bargaining Agreement(s) are to be paid wage rates and fringe benefits set forth in the current collective bargaining agreement and modified extension agreement(s).

REGISTER OF WAGE DETERMINATION UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary		WAGE AND HOUR DIVISION
of Labor		WASHINGTON D.C. 20210
		Wage Determination No.: CBA-2025-302
Diane Koplewski	Division of	Revision No.: 0
Director	Wage Determinations	Date Of Last Revision: 07/08/2025

State: Ohio

Area: Fairfield

Employed on U.S. MARSHALS SERVICE contract for Employed on DEPT OF JUSTICE US MARSHALS SVC(IGA61-25-0002) for Prisoner Housing and Guard/Transport Services.

Collective Bargaining Agreement between contractor: Fairfield County Sheriff, and union: Ohio Patrolmen's Benevolent Association Sgt & Lt. Local , effective 01/01/2024 through 12/31/2026.

In accordance with Section 2(a) and 4(c) of the Service Contract Act, as amended, employees employed by the contractor(s) in performing services covered by the Collective Bargaining Agreement(s) are to be paid wage rates and fringe benefits set forth in the current collective bargaining agreement and modified extension agreement(s).

Prosecutor's Approval Page

Resolution No.

A resolution authorizing the approval of an agreement with the Fairfield County Board of Commissioners (Fairfield BCC), the Fairfield County Sheriff's Office (Fairfield Sheriff) and the U.S. Department of Justice United States Marshals Service for housing Federal prisoners in the Fairfield County Jail

(Fairfield County Sheriff)

Approved as to form on 7/22/2025 5:21:54 PM by Amy Brown-Thompson,



Amy Brown-Thompson
Prosecutor's Office
Fairfield County, Ohio

Signature Page

Resolution No. 2025-08.12.q

A resolution authorizing the approval of an agreement with the Fairfield County Board of Commissioners (Fairfield BCC), the Fairfield County Sheriff's Office (Fairfield Sheriff) and the U.S. Department of Justice United States Marshals Service for housing Federal prisoners in the Fairfield County Jail

(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.

A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Sheriff; 2909, Marine Patrol Grant

WHEREAS, additional appropriations are needed in the major expenditure object category for 2909, Marine Patrol Grant; 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. That the Fairfield County Board of Commissioners approves appropriating from unappropriated into the following major expenditure object category:

\$500.00; 23290900, Materials & Supplies

Prepared by: Mendi Rarey
cc: Sheriff

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

\$500.00

23290900; 562600; Fuel

Signature Page

Resolution No. 2025-08.12.r

A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Sheriff; 2909, Marine Patrol Grant

(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.

A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Sheriff; 2442, Commissary

WHEREAS, additional appropriations are needed in the major expenditure object category for 2442, Commissary; 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. That the Fairfield County Board of Commissioners approves appropriating from unappropriated into the following major expenditure object category:

\$10,000.00; 23244200, Materials & Supplies

Prepared by: Mendi Rarey
cc: Sheriff

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

\$10,000.00

23244200; 560000; Materials & Supplies

Signature Page

Resolution No. 2025-08.12.s

A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Sheriff; 2442, Commissary

(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.

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 Andy Robberts for the purpose of law enforcement (Glock Model 45 Serial #BTFE924); and

WHEREAS, Deputy Robberts retired effective July 31, 2025; and

WHEREAS, Deputy Robberts 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 Andy Robberts said weapon for \$1.

Prepared by: Elisa Dowdy
cc: Angel Horn - Finance

Signature Page

Resolution No. 2025-08.12.t

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.

A resolution authorizing the approval of a contract extension with the Fairfield County Board of Commissioners (Fairfield BCC), the Fairfield County Sheriff's Office (Fairfield Sheriff) and the City of Logan and the Logan Police Department for housing prisoners in the Fairfield County Jail.

WHEREAS, The Fairfield County Sheriff's Office has previously submitted a contract for housing inmates from the City of Logan and Logan Police Department in the Fairfield County Jail; and

WHEREAS, this agreement was effective March, 2024 and terminated on December 31, 2024.

WHEREAS, both parties wish to extend this agreement until December 31, 2025.

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

Section 1. That the Fairfield County Board of Commissioners hereby approves the attached contract extension with the Fairfield County Sheriff's Office and the City of Logan and Logan Police Department.

Prepared by: Elisa Dowdy/Sheriff's Office
Cc: Elisa Dowdy

A resolution authorizing the approval of a contract with the Fairfield County Board of Commissioners (Fairfield BCC), the Fairfield County Sheriff's Office (Fairfield Sheriff) and the City of Logan and the Logan Police Department for housing prisoners in the Fairfield County Jail.

WHEREAS, The Fairfield County Sheriff's Office has submitted a contract for housing inmates from the City of Logan and Logan Police Department in the Fairfield County Jail; and

WHEREAS, this agreement shall be effective March, 2024 and shall terminate on December 31, 2024.

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

Section 1. That the Fairfield County Board of Commissioners hereby approves the attached contract with the Fairfield County Sheriff's Office and the City of Logan and Logan Police Department.

Prepared by: Elisa Dowdy/Sheriff's Office
Cc: Elisa Dowdy

Prosecutor's Approval Page

Resolution No.

A resolution authorizing the approval of a contract with the Fairfield County Board of Commissioners (Fairfield BCC), the Fairfield County Sheriff's Office (Fairfield Sheriff) and the City of Logan and the Logan Police Department for housing prisoners in the Fairfield County Jail

(Fairfield County Sheriff)

Approved as to form on 3/21/2024 9:53:21 AM by Amy Brown-Thompson,



Amy Brown-Thompson
Prosecutor's Office
Fairfield County, Ohio

**CONTRACT FOR HOUSING PRISONERS IN THE FAIRFIELD COUNTY JAIL
BETWEEN FAIRFIELD COUNTY AND THE CITY OF LOGAN**

WHEREAS, this contract is made this day of March 8, 2024, by and between the Fairfield County Board of Commissioners, located at 210 East Main Street, Lancaster, OH 43130, ("Fairfield BCC"), the Fairfield County Sheriff, located at 345 Lincoln Avenue, Lancaster, OH 43130, (the Fairfield Sheriff), and the City of Logan, located at 10 South Mulberry Street Logan, Ohio 43138 (Logan Police Department)

WHEREAS the City of Logan and the Logan Police Department has the necessity and the need to house its prisoners elsewhere on a temporary basis beginning 2024;

WHEREAS City of Logan and the Logan Police Department have reached out to the Fairfield BCC and Fairfield Sheriff to see if Fairfield County would be willing to house the Logan Police Department Prisoners during this period by entering into a contract with the Fairfield BCC and the Fairfield Sheriff, pursuant to R.C. 341.23;

WHEREAS Fairfield BCC and the Fairfield County Sheriff are willing to enter into a contract pursuant to R.C. 341.23 so long as certain housing parameters are agreed upon.

WHEREAS this Agreement is intended to set forth the rights, duties, responsibilities, and obligations of the Fairfield Board, the Fairfield Sheriff and the City of Logan and Logan Police Department for the term hereinafter set forth.

In consideration of the mutual covenants herein made each of the parties agrees as follows:

1. The Fairfield Board and the Fairfield Sheriff shall receive, keep, board and safely maintain in the Fairfield County Jail the following persons, as space permits:
 - a.) City of Logan Prisoners who have been lawfully committed to custody by the Logan Police Department, or its Officers, via arrest or court order for any reason; and/or who have been charged with any misdemeanor or felony offense and are awaiting a bond hearing; and/or who are awaiting a trial and have not otherwise posted bail or been released by court order; and/or who serving a jail sentence after conviction except as provided in Paragraphs 2 through 12 below.
 - b. Persons incarcerated pursuant to subparagraph a. above shall be designated as "City of Logan Prisoners" in this Agreement.

2. The Fairfield Sheriff hereby agrees to house no more than twenty (20) City of Logan prisoners at a time in the Fairfield County Jail commencing immediately and ending on December 31, 2024. Of the Twenty (20) City of Logan Prisoners Fairfield County will receive, five (5) of those twenty (20) Prisoners can be female.
3. City of Logan agrees to pay Fairfield BCC and Fairfield Sheriff a per diem rate of \$107.00 per prisoner, per day. A day shall be calculated based on the date of booking reception and release. The Fairfield BCC and Fairfield Sheriff shall invoice the City of Logan a per diem rate of \$107.00 per prisoner remaining. Such invoices shall be made the first of each month based on the number of prisoners held, the number of days held. Payment shall be made by the City of Logan to the Fairfield County Commissioners at the mailing address of 210 E. Main Street, Room 301, Lancaster, Ohio 43130. Said payment shall be applied to the Fairfield County General Fund. The Fairfield Sheriff may refuse to accept prisoners if timely payment is not made.
4. City of Logan Prisoners confined in the Fairfield County Jail shall be subject to the rules and regulations of the Fairfield County Jail, which apply to all the prisoners therein.
5. The Fairfield Sheriff may reject and refuse to receive any prisoners who may be afflicted with a prior medical problem, afflicted with any contagious disease, contagious infections, venereal disease, mental illness, illness or injury that has not been treated prior to entry into the Fairfield County Jail, or having received any prisoner thereafter.
6. The Fairfield Sheriff may refuse to receive or may return any City of Logan Prisoner(s) based upon current jail population, internal security conditions of the jail, or any other reason that the Fairfield Sheriff deems pertinent at the time.
7. The City of Logan agrees to pay for any and all medical, surgical, dental, or ophthalmology expenses incurred on behalf of a prisoner, at any off-site medical facility, including doctor's fees, hospital charges, and prescription costs. Contacts with in-house medical staff, internal physician consultations/visits, will be covered under the agreed housing costs and no additional fees will apply.

8. The City of Logan Police Department shall transport and provide security any time a prisoner must leave the Fairfield County Jail for any reason, unless a court orders that no transportation or security is needed. If the Fairfield Sheriff, via his deputies, transports a prisoner to and from the Fairfield County Jail under this Agreement, he shall submit the mileage to the City of Logan for reimbursement as permitted under R.C. 341.23(C).
9. The City of Logan shall bear the expense of the burial of a prisoner who dies in the Fairfield County Jail, if the body is not claimed for interment at the expense of friends or relatives.
10. No person under eighteen (18) years of age shall be received by the Fairfield Sheriff as a prisoner in the Fairfield County Jail.
11. The City of Logan and the Logan Police Department agree that during the contract term, it shall and will abide and be governed by any and all rules and regulations which now are, or at any time in the future may be, in force at the offices of Fairfield County Commissioners, Common Pleas and Probate-Juvenile Judges, and the Department of Rehabilitation and Corrections.
12. The parties to this contract agree that notice be given to certain persons when particular inmates are to be released from custody, namely victims of domestic violence offenses, named/protected persons in temporary protection orders, named/protected persons in civil protection order and victims of menacing by stalking crimes. To that end, the Logan Police Department specifically agrees to furnish to the Fairfield Sheriff, through the Fairfield County Jail staff, a current telephone number or numbers and/or contact information for all such protected persons, at the time the inmate is brought to the Fairfield County Jail, the City of Logan Police Department shall update the information as any change becomes known. The Fairfield Sheriff agrees that the Fairfield County Jail shall contact those victims and/or protected persons of any inmate pending release provided that a working telephone number has been furnished to the Fairfield Sheriff, via his jail staff. In situations where no working telephone number is provided, the City of Logan Police Department shall be responsible for making the required notification to said victims and/or protected persons of an inmate's pending release upon being notified thereof by the Fairfield Jail when such notification has been given to the victim and/or protected persons and shall furnish the date and time of day said notification has been made. The City of Logan Police Department acknowledges that failure to comply with these notifications terms will result in the refusal by the Fairfield Sheriff to accept as inmates those

persons who have victims or other persons who are subject to release notification information, without voiding the entire contract altogether.

13. This Agreement may be terminated by either party during its term for any reason, by giving the other party a minimum of thirty (30) days written notice.
14. This Agreement shall be effective immediately to December 31, 2024, with the option to renew for an additional specified term(s), upon mutual agreement of all of the parties.

Any alteration of contract shall result in the contract being null and void.

The parties hereto, by their respective duly authorized officers; none hereto caused their names to be transcribed on the day first written above.

FAIRFIELD COUNTY BOARD OF COMMISSIONERS:



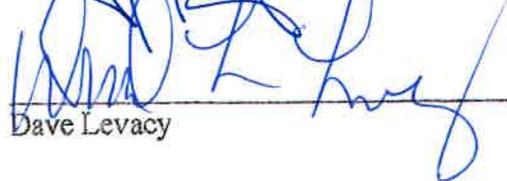
Steve Davis

March 26, 2024
Date



Jeff Fix

March 26, 2024
Date



Dave Levacy

March 26, 2024
Date

FAIRFIELD COUNTY SHERIFF

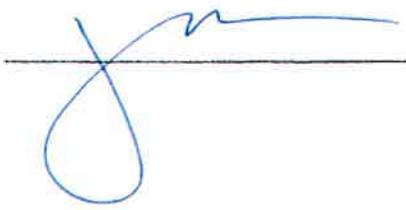


Alex Lape, Sheriff

3/12/2024
Date

City of Logan Police Department

Chief of Police



Date

3/19/24

City of Logan

Abigail M. Sawyer

3/19/24
DATE

Brian R. Witt

3/19/24
DATE

Greg Franzenfelten

3/20/24
DATE

APPROVED AS TO FORM:

R. Kyle Witt, Fairfield County Prosecutor

Date

Signature Page

Resolution No. 2024-03.26.t

A Resolution Authorizing the Approval of a Contract with the Fairfield County Board of Commissioners, the Fairfield County Sheriff's Office, the City of Logan, and the Logan Police Department, for Housing Prisoners in the Fairfield County Jail

(Fairfield County Sheriff)

Upon the motion of Commissioner Jeffrey M. Fix, seconded by Commissioner Steven A. Davis, this resolution has been Adopted:

Voting:

Steven A. Davis, President	Aye
David L. Levacy, Vice President	Aye
Jeffrey M. Fix, Member	Aye

Board of County Commissioners
Fairfield County, Ohio

CERTIFICATE OF CLERK

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



Rochelle Menningen
Board of County Commissioners
Fairfield County, Ohio

Signature Page

Resolution No. 2025-08.12.u

A resolution authorizing the approval of a contract extension with the Fairfield County Board of Commissioners (Fairfield BCC), the Fairfield County Sheriff's Office (Fairfield Sheriff) and the Hocking County Board of Commissioners (Hocking BCC) and the Hocking County Sheriff (Hocking Sheriff) for housing prisoners in the Fairfield County Jail

(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.

A resolution to authorize the Fairfield County Commissioners to sign the South Central Ohio Major Crimes Unit Subgrant Award Agreement for the Attorney General Drug Abuse Response Team (DART) 2025 Grant

WHEREAS, the South Central Ohio Major Crimes Unit has been awarded \$75,000.00 for the Attorney General Drug Abuse Response Team (DART) 2025 Grant; and

WHEREAS, it is necessary for the Fairfield County Board of Commissioners to sign the attached award agreement for the Attorney General DART 2025 in the amount of \$75,000.00; and

WHEREAS, the Board of Commissioners desires to assign authority to the County Administrator, Aundrea Cordle to serve as the sponsor on behalf of the Commission for any documents relating to the Attorney General DART 2025 Grant.

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

Section 1. The Board of Commissioners hereby approves and authorizes itself to sign the attached Subgrant Award Agreement as requested by the South Central Ohio Major Crimes Unit.

Section 2. The Board of County Commissioners assigns authority to the County Administrator, Aundrea Cordle to serve as the sponsor on behalf of the Board of County Commissioners for any documents relating to the Attorney General DART 2025 grant.

Prepared by: Christy Noland
cc: MCU

**OHIO ATTORNEY GENERAL'S OFFICE
RECIPIENT ORGANIZATION AGREEMENT**

Recipient Organization: South Central Ohio Major Crimes Unit/Project Fort

Maximum Amount: \$75,000.00

Award Period: Commencement Date – July 1, 2025 and End Date – June 30, 2026

The parties hereto agree as follows:

I. Funding Purpose and Recapture of Funds. In accordance with the terms herein, the Recipient Organization (the “Recipient”) agrees to expend certain funds for the Law Enforcement Diversion Program to address the opioid epidemic in Ohio by providing necessary assistance and/or referrals to treatment options, recovery support, counseling and mental health treatment services, in accordance with the approved application attached hereto as Exhibit A and incorporated as if fully rewritten herein. The Recipient agrees that it will be liable to repay any funds spent in a manner inconsistent with this Agreement or the stated purpose as determined by the Ohio Attorney General (“Attorney General”). This Agreement may only be modified with the prior approval of the Attorney General. All modifications to this Agreement will be in writing and signed by both parties to this Agreement. Any change from the application in Exhibit A without a modification to this Agreement will be grounds for recapture of the funds by the Attorney General.

II. Limitations on Use of Funds. Funds received under this Agreement shall be used during the Award Period only for the *limited* purpose detailed in Exhibit A. Funds shall not be used (1) to pay taxes, fines, or other government levies, (2) to satisfy a debt, settlement, or judgment, (3) to pay non-business expenses, including alcohol, (4) to pay a distribution to a shareholder, member, partner, or any other class of equity holder, (5) to supplant funds, including to cover costs used as a match to other grant programs or to reimburse or replace another source of a government program, (6) for any political campaign, political action committee, or governmental lobbying in a partisan manner, (7) for any purpose outside of the scope of the project and budget described in Exhibit A. The Recipient shall repay any funds determined by the Attorney General to have been spent in a manner inconsistent with this Agreement. Expenses to be reimbursed under this Agreement must be performed during the Award Period stated above.

III. Disbursement of Funds. Funds will be disbursed monthly on a reimbursement basis upon the Attorney General’s receipt of: (1) a Request for Payment Report, the form for which will be provided by the Attorney General and is attached to this Agreement as Exhibit B for reference, from Recipient documenting the services provided for the previous month; and (2) a Monthly Reporting Questionnaire, the form of which will be provided by the Attorney General and is attached to this Agreement as Exhibit C for reference. Request for Payment Reports and Monthly Reporting Questionnaires are due by the fifteenth of each month for the previous month’s expenses. After receipt and approval by the Attorney General of a completed Request for Payment Report, payment will be made pursuant to Ohio Adm.Code 126.30. Unless otherwise directed by the Attorney General, each month Recipient should send via email a completed Request for Payment Report form, financial documents justifying the requested amount on the Request for Payment Report, and a completed Monthly Reporting Questionnaire to: Invoices@OhioAGO.gov. Disbursements are contingent upon the timely submission and approval of all required program and financial reports and compliance with the requirements set forth in Section IX below. Unexpended funds must be returned to the Attorney General.

IV. Ethics/Conflict of Interest. The Recipient, by signature on this document, certifies that it has reviewed and understands the Ohio ethics and conflict of interest laws, and will take no action inconsistent with those laws.

V. Non-Discrimination. Pursuant to the Attorney General’s policy, Recipient agrees that Recipient and any person acting on behalf of Recipient shall not discriminate, by reason of race, color, religion, sex, sexual

orientation, age, disability, military status, national origin, or ancestry against any citizen of this state in the employment of any person qualified and available to perform the work under this Agreement. Recipient further agrees that Recipient and any person acting on behalf of Recipient shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Agreement on account of race, color, religion, sex, sexual orientation, age, disability, military status, national origin, or ancestry.

VI. Compliance with Law. The Recipient, in expending the funds, pursuant to the terms and conditions of this Agreement, agrees to comply with all applicable federal, state and local laws, rules, regulations and ordinances.

VII. Indemnification. Each party remains responsible for its own negligent acts and omissions and for defense and judgments against any claims arising from this Agreement, and nothing in this Agreement is intended to impute or transfer liability from one party to the other. In no event shall either party be liable to the other party for indirect, consequential, incidental, special, or punitive damages, or lost profits.

VIII. Authority to Bind Parties. The person signing this document on behalf of Recipient is legally authorized to contractually obligate the Recipient.

IX. Certification of Funds. It is expressly understood and agreed by the parties that none of the rights, duties, and obligations described in this Agreement shall be binding on either party until all relevant statutory provisions of the Ohio Revised Code, including, but not limited to, R.C. 126.07, have been complied with, and until such time as all necessary funds are available or encumbered and, when required, such expenditure of funds is approved by the Controlling Board of the State of Ohio, or in the event that grant funds are used, until such time that the Attorney General gives Recipient written notice that such funds have been made available to the Attorney General by the Attorney General's funding source.

X. Reporting Requirement and Reconciliation. Recipient shall adequately document spending of the Funds in accordance with generally accepted accounting principles. Recipient shall submit a report by January 31, 2026 and a final report by July 31, 2026 to the Attorney General describing the use of the funds during the Award Period and the outcome received from the expenditure of the funds. These reports shall include the information on attachment Exhibit D, 2025 DART Semiannual-Annual Report Form. These reports shall be sent to the following address: GrantsManagement@OhioAGO.gov. Additionally, pursuant to Section 221.20 of Amended Substitute House Bill No. 96 of the 136th General Assembly, Recipient shall, within six months of the end date of the Award Period, submit a written report describing the outcomes that resulted from the award to the Governor, the President of the Senate, the Speaker of the House of Representatives, the Minority Leader of the Senate, and the Minority Leader of the House of Representatives.

After review and determination of the reports by the Attorney General, if required by the Attorney General, the Recipient shall repay any funds spent in a manner inconsistent with this Agreement or the stated purpose as determined by the Attorney General.

XI. Relationship of Parties. It is fully understood and agreed that Recipient is an independent contractor and neither Recipient nor its personnel shall at any time, or for any purpose, be considered agents, servants, or employees of the Attorney General or the State of Ohio, or public employees for the purpose of Ohio Public Employees Retirement Systems benefits.

XII. Controlling Law. This Agreement and the rights of the parties hereunder shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio. Recipient consents to the jurisdiction in a court of proper jurisdiction in Franklin County, Ohio.

XIII. Time of Performance. Notwithstanding the foregoing, as the current General Assembly cannot commit a future General Assembly to expenditure, this Agreement shall expire no later than June 30, 2026.

The Attorney General may renew this Agreement for an additional one-year term on the same terms and conditions by giving written notice prior to expiration. Such renewal shall begin July 1, 2026 and shall expire no later than June 30, 2027, unless sooner terminated as set forth herein.

XIV. Suspension or Early Termination. Should Recipient breach this Agreement or become unable to perform hereunder, the Attorney General shall have the right to suspend or terminate this Agreement. The Attorney General shall notify Recipient of its intention to do so, and termination shall become effective sixty (60) days thereafter if Recipient is unable to cure the breach or rectify the problem.

XV. Confidentiality. It is understood by the parties that the Attorney General is an elected office of the State of Ohio and is subject to the Ohio Public Records Act, R.C. 149.43, et seq, and that any record kept by the Ohio Attorney General or Recipient that is deemed a public record under the law is subject to release if a proper request is made.

XVI. Record Keeping. During performance of this Agreement and for a period of three (3) years after its completion, Recipient shall maintain auditable records of all charges pertaining to this Agreement and shall make such records available to the Attorney General as the Attorney General may reasonably require.

XVII. Conflicts. In the event of any conflict between the terms and provisions of the body of this Agreement and any exhibit hereto, the terms and provisions of the body of this Agreement shall control.

IN WITNESS WHEREOF, the parties hereto have caused this Recipient Organization Agreement to be executed by their duly authorized officers.

**SOUTH CENTRAL OHIO MAJOR CRIMES
UNIT/PROJECT FORT**

OHIO ATTORNEY GENERAL

By: _____

By: _____

Name: _____

Michael Rodgers

Title: _____

Chief of Staff

Date: _____

Date: _____

Approval as to Form

By: Maggie O'Shea

Maggie O'Shea
Assistant Attorney General
Finance Section, Business Counsel Unit

Date: July 21, 2025

Exhibit A



DAVE YOST
OHIO ATTORNEY GENERAL

OHIO ATTORNEY GENERAL

LAW ENFORCEMENT DIVERSION PROGRAM GRANT APPLICATION

Ohio Attorney General's Office | 30 E. Broad Street, 17th Floor | Columbus, OH 43215

This grant supports collaborative partnerships between local law enforcement and behavioral health treatment providers to assist in the replication or expansion of law enforcement diversion programs to address addiction. Programs should be modeled after the Drug Abuse Response Team (DART) and Quick Response Teams (QRT) initially created in Lucas, Hamilton and Summit counties. DART members provide 24-hour assistance to overdose survivors and their families, including treatment options, recovery support and other necessary services. QRT team members visit the overdose survivor at home within 72 hours of an overdose to offer counseling and referral to physical and mental health treatment services. During the visit, the QRT provides a resource packet offering phone numbers of treatment facilities and information about addiction.

NON-PERMISSIBLE USE OF FUNDS

- Bonuses, fees, or reimbursable expenses associated with administrators, staff, board members and executive directors
- Capital campaigns
- Cellular service/equipment
- Contracts for audits
- Debt retirement, including mortgages, line-of-credit, etc.
- Entertainment
- Equipment/technology
- Food and beverages
- Fundraising events or donations to other organizations
- Indirect costs
- Legal costs or legal representation
- Political activity or lobbying
- Rent, utilities, insurance and taxes
- Salaries, benefits and overtime for personnel who are not directly responsible for the program
- Travel and related expenses
- Uniforms/clothing
- Vehicles

NOTICE REGARDING APPLICATION REVIEW

1. The Ohio Attorney General may make use of resources beyond the materials submitted in each application and/or request additional documentation from applicants, as necessary. This may include, but is not limited to, documentation available from published and other sources related to the project and which supports or verifies the content of the application.
2. Requests for additional information from applicants will include a due date by which applicants must submit responses.
3. The Ohio Attorney General's Office reserves the right to make exceptions to these requirements and consider modifying program guidelines on a case-by-case basis.

APPLICATION SUBMISSION

Submit the completed application and all attachments via email to **Mary Lynn Plageman at GrantsManagement@OhioAGO.gov**. The application deadline is **Friday May 30, 2025**.

CONTACT INFORMATION

Office of Ohio Attorney General Dave Yost
Attn: Mary Lynn Plageman
30 E. Broad St., 17th Floor
Columbus, OH 43215
Phone: 614-728-2280
Website: www.OhioAttorneyGeneral.gov
Email: MaryLynn.Plageman@OhioAGO.gov

ORGANIZATION INFORMATION

Organization name: South Central Ohio Major Crimes Unit/Project FORT
Address: 240 Baldwin Drive
City: Lancaster ZIP: 43130 County: Fairfield
Phone number: 740-901-1598
Is your organization tax-exempt under Section 501 (c)(3): Yes No

HEAD OF THE ORGANIZATION

Name: Scott Duff
Title: Commander
Phone number: 740-901-1598
Email address: scott.duff@fairfieldcountyohio.gov

CONTACT PERSON INFORMATION

Name: Scott Duff
Title: Commander
Phone number: 740-901-1598
Email address: scott.duff@fairfieldcountyohio.gov

WORK PLAN ESSAYS

The Work Plan Essays explain the connections between the different components of the program or project. It is a useful tool for planning, implementation, and evaluation and for quickly explaining to others what your program is about.

1. What would the grant funds be used for?

The Fairfield County Ohio Overdose Response TEam (Project Fort) is a comprehensive response by the South-Central Ohio Major Crimes Unit that has combined outreach with drug law enforcement efforts. Project Fort continues to collaborate between Law Enforcement, Fire-EMS, Public Health, Treatment and Recovery, Education, Prevention and the Community with the ultimate goal of reducing accidental overdoses and eliminating overdose deaths in Fairfield County. The goal of Project Fort is to connect those that suffer from substance abuse issues to treatment and recovery options within Fairfield County, or outside Fairfield County if a proper connection cannot be made in Fairfield County. Project Fort also connects families to supports, including community resources, so that they too can get the assistance required having suffered with those suffering from addiction issues. Since 2018, Project Fort has been highly regarded as a model deflection team at both the state and federal level.

2. The primary purpose of the grant is support of law enforcement programs that address the opioid epidemic. Please explain any desired expansion of the program considered necessary to meet the current needs of your community.

The South-Central Ohio Major Crimes Unit and Project Fort continue to partner with local health officials on programs that support the connection of those suffering from drug addiction issues. In 2024, Project Fort, along with the Fairfield County Department of Health, distributed over 2000 Narcan kits in Fairfield County. We accomplished that by having a presence at numerous community events, National Drug Take Back events, and specific pop-up events specifically designed to distribute Narcan within Fairfield County. Project Fort has also partnered with the Fairfield County Department of Health and the ADAMH Board of Fairfield County to distribute more than 80 Naloxboxes, an acrylic box designed to hold two doses of Narcan as well as information on community resources. The Naloxboxes have been placed in county buildings, city buildings, churches, community centers and private businesses. Project Fort is in the process of identifying additional locations to hang these boxes.

3. Outline objectives that will result from the proposed project. Objectives are specific, observable, time-framed and measurable.

With this funding offered by the Ohio Attorney Generals Office, Project Fort will continue to fund our program. Project Fort works very closely with the Fairfield County Sheriff's Office, the Lancaster Police Department, and other law enforcement jurisdictions within Fairfield County. Project Fort is committed to enhancing these relationships that offer treatment and recovery options including:

1. Immediate connection to treatment and recovery options, including detox;
2. Follow-up Care;
3. Enhanced access to recovery housing; and
4. Transportation to treatment and recovery housing within Fairfield County.

4. Describe the steps necessary to accomplish your objectives, including an operational schedule for the project.

Month 1-3: Project Director along with the Administrative Assistant will complete quarterly and monthly reports.

Month 4-6: Project Director and Administrative Assistant will complete semi-annual reporting

Month 1-12: The Project Director will continue monthly Project Fort meetings with community partners

5. Who will be responsible for completing the work necessary to achieve the objectives? Please list all agency community partners. Treatment providers must be certified by the Ohio Department of Mental Health and Addiction Services.

The Project Director will be performing the majority of the work along with the Project Fort embedded Peer Recovery Coach and other Project Fort partners. Those partners include local law enforcement, ADAMH Board, Treatment Providers, Probation and Drug Court Reps, our two Community Paramedics, and our Recovery Housing partners.

6. Specify the indicators and measures to be used to determine whether your objectives have been met. The methodology, type of measurement utilized, and responsible individuals for collecting this data should be specified.

The outreach measurable items include: Individuals trained on the use of Narcan, the number of community events attended by Project Fort Staff, the number of transportation vouchers distributed, the number of fentanyl test strips distributed, and the number of people that Project Fort connects to treatment and recovery options.

The South-Central Major Crimes Unit Overdose Death Investigator will utilize the Matrix report management system, which is capable of providing monthly stats.

The Project Fort Project Director will compile and report all data to community leaders at Project Fort monthly meetings.

3. Please provide a detailed description of the items included in the Project Budget table.

Project Director Salary: Total \$67,163.20
Full Time Position at \$32.29 per hour

Project Director Fringe Benefits

PERS: 14%- \$9402.85
Workers Comp:3%- \$2014.90
Medicare: 1.45%- \$973.87
Life Insurance: \$76.41/year
Health Insurance: \$1,926.00 per month- \$23,112.00/ year

4. Please provide a time frame during which the funds will be used, including milestones and project completion.

These funds will be used during the entire grant period, July 1, 2025- June 30, 2026

5. Should you be using an amount of the funds, within the allowable range, for salary, what is your plan for funding the position(s) once the grant funds are exhausted?

Since Project Fort was created in 2018, it has been the goal of the South-Central Ohio Major Crimes Unit to identify other funding streams that will support Project Fort. In the years since its inception, Project Fort has become vital program in Fairfield County. Project Fort has connected over 400 Fairfield County residents to treatment and recovery options and has overwhelming support of our community partners. We realize that sustainability is the long term goal for Project Fort. We will continue to search for Federal/State/Local funding opportunities.

ORGANIZATION AUTHORIZATION AND CERTIFICATION

I understand that by signing this application, I grant the Ohio Attorney General's Office or its authorized agents access to any records for verification and evaluation of the information provided in this application. I understand that completion of the application does not guarantee that I will receive the requested grant.

I certify that the information I have provided in this application is, to the best of my knowledge, a true and accurate and complete disclosure of the requested information. I understand that I may be held civilly and criminally liable under federal and state law for knowingly making false or fraudulent statements.

Organization: South-Central Ohio Major Crimes Unit

Name: Scott Duff

Title: Commander

Signature: 

Date: 5-27-2025

Exhibit B



DAVE YOST
OHIO ATTORNEY GENERAL

REQUEST FOR PAYMENT REPORT

Reporting Period: _____ Payment Request: \$ _____ PO Number _____

Agency: _____

Address: _____

Budget Cost Categories	Approved Budget	Current Expenditures	Total YTD Expenditures
Personnel Salaries			
Other			
Total Costs			

Status of Objectives

Certification & Signature

I certify that all information and transactions I have reported in this report is, to the best of my knowledge, a true and accurate and complete disclosure of the requested information.	
Typed Name & Title of Designated Official:	Signature of Designated Official and Date:

Please remit to Invoices@OhioAttorneyGeneral.gov. Be sure to attach documentation to justify the payment amount requested (timesheets and ledger reflecting dates of expenditures, etc.) as well as a completed Monthly Reporting Questionnaire reflecting the reporting period covered by this invoice.

MONTHLY REPORTING QUESTIONNAIRE: DART/QRT GRANT

The Ohio Attorney General's Office seeks to quantify the excellent work being done by your overdose response team. Please submit the following information along with your monthly request for payment for your QRT/DART grant. And feel free to add any other information that you think helps to describe your team's performance.

Report begin date: _____ Report end date: _____

Fatal overdoses during current reporting period: _____

Percentage increase/decrease from previous reporting period: _____

Nonfatal overdoses during this reporting period: _____

Percentage increase/decrease from previous reporting period: _____

Number of victims who experienced multiple overdoses during current reporting period: _____

Number of overdose victims you attempted to contact during current reporting period: _____

Number of overdose victims you succeeded in contacting during current reporting period: _____

Number of overdose victim's family members you contacted (because victim wasn't available) during current reporting period: _____

Of the overdose victims you contacted during the current reporting period: _____

How many sought treatment? _____

How many refused or ignored treatment options offered? _____

How many have continued treatment/recovery? _____

How many had a subsequent overdose? _____

How many died of a subsequent overdose? _____

What services/products/information do you offer/recommend to overdose victims and their family members?

If your program provides naloxone kits to drug users, how many drug users received kits? _____

If your program provides naloxone kits to family members of drug users, how many families received kits? _____

Please save the completed form to your computer for your records.

Return report to **Invoices@OhioAttorneyGeneral.gov**.

If you have any questions, please contact Mary Lynn Plageman at **MaryLynn.Plageman@OhioAGO.gov**.

SAVE AS

SUBMIT

SEMIANNUAL/ANNUAL REPORTING FORM

DART/QRT GRANT

CONTACT INFORMATION

Project Name: _____ Date: _____
Project Sector: _____ Project Contact: _____
Partner Agencies: _____

GOALS

State original project goals and objectives and describe outcome progress.*

Objective 1: _____

Progress:

Objective 2: _____

Progress:

Objective 3: _____

Progress:

PARTNERSHIPS

Describe current partnerships; include what is working and what should be added or removed.

Partnership 1:

Partnership 2:

Partnership 3:

**If you need more space than allotted to answer any question on this form, please attach additional pages to submission.*



SEMIANNUAL/ANNUAL REPORTING FORM: DART/QRT GRANT

PROJECT DETAILS

Describe the obstacles you have encountered.

What support(s) do you need in order to make your DART/QRT sustainable?

Please provide attachments for any achievements related to DART/QRT work (i.e. press releases, news stories, awards, etc.). Briefly list achievements and supporting documents.

Please include any additional details you would like to share with the Attorney General's Office.

Please save the completed form to your computer for your records.

Return report to GrantsManagement@OhioAttorneyGeneral.gov.

If you have any questions, please contact Mary Lynn Plageman at 614-728-2280.

SAVE AS

SUBMIT

ROUTING FORM FOR CONTRACTS

The undersigned designee of the County affirms that he/she has reviewed the attached contract to ensure that it complies with County's needs and previous negotiations. The undersigned designee further affirms that the County has complied with the competitive selection process, as prescribed by Ohio Revised Code 9.17, and the applicable sections as outlined on this form, by selecting the applicable boxes below.

- A. Goods and/or Services in excess of \$77,250.00—competitively selected via an Invitation to Bid, pursuant to R.C. 307.86-307.92
- B. Goods and/or Services in excess of \$77,250.00—competitively selected via a Request for Proposals, pursuant to R.C. 307.862
- C. Public Improvement contracts—competitively selected pursuant to R.C. 153.08-153.12
- D. Architect/Engineer design services for public improvements—selected through the Request for Qualifications process pursuant to R.C. 153.65-153.72
- E. County Road Improvement/Construction—competitively selected pursuant to R.C. 5555.61
- F. The subject matter was exempt from competitive selection for the following reason(s):
 - 1. Under \$77,250.00
 - 2. State Term #: _____ (copy of State Term Contract must be attached)
 - 3. ODOT Term #: _____ (See R.C. 5513.01)
 - 4. Professional Services (See the list of exempted occupations/services under R.C. 307.86)
 - 5. Emergency (Follow procedure under ORC 307.86(A))
 - 6. Sole Source (attach documentation as to why contract is sole source)
 - 7. Other: _____ (cite to authority or explain why matter is exempt from competitive bidding)
- G. Agreement not subject to Sections A-F (explain): _____
- H. Compliance with Fairfield County Board of Commissioners Procurement Guidelines
 - 1. No County employee, employee's family member, or employee's business associate has an interest in this contract OR such interest has been disclosed and reviewed by the Prosecutor's Office
 - 2. No Finding for Recovery against Vendor as required under R.C. 9.24 (search via "Certified Search" on <http://ffr.ohioauditor.gov/>)
 - 3. Obtained 3 quotes for purchases under \$77,250.00 (as applicable)
 - 4. Purchase Order is included with Agreement
 - 5. Executed Ohio Law Acknowledgment Form (ORC 307.901)

Signed this _____ day of _____, 20_____.

Choland

Name and Title

*** Please note that this checklist only addresses County and statutory requirements. If a contract is paid for with state and/or federal funds, please consult with the appropriate state and/or federal agency to ensure your department is complying with any additional requirements. By submitting a request for approval, you are certifying you have addressed County, statutory, and grant requirements.***

Prosecutor's Approval Page

Resolution No.

A resolution to authorize the Fairfield County Commissioners to sign the South Central Ohio Major Crimes Unit Subgrant Award Agreement for the Attorney General Drug Abuse Response Team (DART) 2025 Grant

(South Central Major Crimes Unit)

Approved as to form on 8/4/2025 3:32:33 PM by Amy Brown-Thompson,



Amy Brown-Thompson
Prosecutor's Office
Fairfield County, Ohio

Signature Page

Resolution No. 2025-08.12.v

A resolution to authorize the Fairfield County Commissioners to sign the South Central Ohio Major Crimes Unit Subgrant Award Agreement for the Attorney General Drug Abuse Response Team (DART) 2025 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.

A resolution to sign the Title Services Agreement for the Myers Farm through the Clean Ohio Local Agricultural Easement Purchase Program with the Ohio Department of Agriculture.

WHEREAS, the Fairfield County Board of Commissioners have entered into a Cooperative Agreement with the Ohio Department of Agriculture for acquisitions of agricultural easements and;

WHEREAS, On or about March 18, 2025, the Fairfield County Board of Commissioners reviewed a request for support of a farm owned by Myers, West Point Road, 112.8 acres, Rushcreek Township and determined that the nomination of the property for consideration for purchase of agricultural easement was acceptable. Funding is now available through the Clean Ohio Agricultural Easement Purchase Program;

WHEREAS, the Fairfield County Board of Commissioners must execute a Title Services Agreement to initiate formal review for program compatibility and clear title of the property;

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

SECTION 1. That the Board of Commissioners hereby authorizes the President of the Board of Commissioners to sign the Title Services Agreement for the Myers Farm through the Clean Ohio Local Agricultural Easement Purchase Program with the Ohio Department of Agriculture;

SECTION 2. That the Clerk is hereby directed to transmit certified and sealed copies of this resolution to the Fairfield Soil and Water Conservation District their designated Local Sponsor Representative.

Prepared by: Jonathan Ferbrache

**AGREEMENT BETWEEN
FAIRFIELD COUNTY BOARD OF COMMISSIONERS
AND
HOCKING VALLEY TITLE AGENCY INC.**

This Agreement is made and entered into on this _____ day of _____ 2025 by and between the **Fairfield County Board of Commissioners**, 210 East Main Street Lancaster, Ohio 43130, (“**Commissioners**”), and **Hocking Valley Title Agency, Inc.**, 144 East Main Street, Lancaster Ohio (“**Contractor**”), *the Ohio Department of Agriculture, 8995 East Main Street, Reynoldsburg, Ohio 43068 (“ODA”)* shall be considered a third party beneficiary of this agreement who hereby agree as follows:

WHEREAS, the Commissioners desire to engage Contractor to perform title search, commitment, escrow and closing services; and

WHEREAS, Ohio Revised Code Section 901.21 empowers the Ohio Department of Agriculture (ODA) in Cooperative Agreement with the Commissioners to acquire agricultural easements and to do all things necessary to retain land acquired thereby predominantly in agricultural use; and

WHEREAS, the Commissioners and ODA are proposing to purchase agricultural easements using funds from the Clean Ohio Agricultural Easement Purchase Program; and

WHEREAS, the Commissioners are required by Cooperative Agreement and deems it necessary to conduct a title search, obtain title insurance and secure an escrow agent for closing for such purposes; and

WHEREAS, Contractor desires to perform such services for the Commissioners in accordance with the terms and conditions prescribed by the Commissioners;

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements set forth herein, the parties hereto agree as follows:

ARTICLE I: NATURE OF CONTRACT

- 1.1 Contractor shall be employed as an independent contractor, to fulfill the terms of this Agreement. It is specifically understood that the nature of the services to be rendered under this Agreement are of such a nature that the Commissioners are the sole judge of the adequacy of such services.
- 1.2 The Commissioners enter into this Agreement in reliance upon Contractor’s representations that it has the necessary expertise and experience to perform its obligations hereunder, and Contractor warrants that it does possess the necessary expertise and experience.

- 1.3 Contractor shall perform the services to be rendered under this Agreement and the Commissioners shall not hire, supervise, or pay any assistants to Contractor in its performance under this Agreement. The Commissioners shall not be required to provide any training to Contractor to enable it to perform services required hereunder.
- 1.4 The Commissioners may, from time to time as it deems appropriate and necessary, communicate specific instructions and requests to the Contractor concerning the performance of the work described in this Agreement. Upon such notice and within a reasonable time, the Contractor shall comply with such instructions and fulfill such requests to the satisfaction of the Commissioners. It is expressly understood by the parties that the instructions and requests are for the sole purpose of performing the specific tasks requested and to ensure satisfactory completion of the work described in this Agreement.

ARTICLE II. SCOPE OF WORK

- 2.1 The Contractor shall perform the services set forth in Exhibit A, Scope of Work, for the property described in Exhibit B, both attached hereto and incorporated by reference as if fully rewritten herein.
- 2.2 The closing shall occur within ten (10) business days ("Closing Date") after the Commissioners via the Fairfield Soil and Water Conservation District, 831 College Avenue Suite B, Lancaster, Ohio 43130 ("District") and ODA forwards the Escrow Agreement with Purchase Payment to Escrow Agent.
- 2.3 The Commissioners may, from time to time as it deems appropriate, communicate specific instructions and requests to the Contractor concerning the performance of the work described in this contract. Upon such notice, the Contractor shall comply with such instructions and fulfill such requests to the satisfaction of the Commissioners. It is expressly understood by the parties that these instructions and requests are for the sole purpose of performing the specific tasks requested to ensure satisfactory completion of the work described in this contract. The Contractor shall retain responsibility for the management of the work, including the exclusive right to control or direct the manner or means by which the work described herein is performed. The Commissioners retains the right to ensure that the work of the Contractor is in conformity with the terms and conditions of the Agreement. Contractor is to accept direction from the District and ODA in the performance of work contained in this Agreement and set forth in Exhibit A, unless explicitly stated otherwise in writing by the Commissioners.

ARTICLE III. TIME OF PERFORMANCE.

- 3.1 The services as stated in Exhibit A, Scope of Work, shall be commenced on the date this agreement is entered into and concluded on or before the due date set forth in Exhibit B, excluding the recording of the easement. The recording of the easement shall occur on or before December 31, 2027.

- 3.2 This Agreement shall remain in effect until the work described in Exhibit A, Scope of Work, is completed to the satisfaction of the Commissioners and until Contractor is paid in accordance with Article IV, Compensation, or until terminated as provided in Article VI, Termination of Contractor's Services, whichever is sooner.
- 3.3 It is expressly agreed by the parties that none of the rights, duties, and obligations herein shall be binding on either party if award of this Agreement would be contrary to the terms of Ohio Revised Code ("R.C.") 3517.13, R.C. 127.16, or R.C. Chapter 102.

ARTICLE IV. COMPENSATION.

- 4.1 Initial title examination fees shall be paid, upon completion of the initial services by the Landowners who the District issued Notices of Selection to proceed to Phase 3, in accordance with the Ohio Administrative Code (OAC) 901-2-06. The Contractor shall be paid for services rendered as outlined in Exhibit B. Contractor shall be paid at the closing out of the proceeds to be deducted from the ODA's purchase funds.
- 4.2 The total amount due was computed according to the cost schedule set forth in Exhibit B.
- 4.3 Contractor shall not be reimbursed for travel, lodging or any other expenses incurred in the performance of this Agreement.
- 4.4 Contractor shall submit an invoice for the services performed at least thirty (30) days prior to closing consistent with this Article IV, Compensation. The invoice shall contain a description of the services performed and the sum due at that time pursuant to this Agreement.
- 4.5 Payment for Contractor services shall be made after all documents are recorded as required by the closing of the agricultural easement.
- 4.6 If, after costs are incurred for services, Landowners become ineligible for any reason or withdraws from receiving funding, Landowners shall be held completely responsible and shall reimburse the Commissioners or Contractor for all such costs in Exhibit C.
- 4.7 All additional attorney fees accrued from additional services required to secure a title commitment shall be paid by the landowner under separate agreement, and under no circumstances shall the Commissioners be required to pay the cost, expense, or fees incurred for any services performed by Contractor by, through, or in connection with this Agreement.

ARTICLE V: CERTIFICATION OF FUNDS

- 5.1 It is expressly understood and agreed by the parties that none of the rights, duties, and obligations described in this Agreement shall be binding on either party until all relevant statutory provisions of the Ohio Revised Code, including, but not limited to, R.C. 126.07,

have been complied with, and until such time as all necessary funds are available or encumbered and, when required, such expenditure of funds is approved by the Controlling Board of the State of Ohio, and the Commissioners shall receive written notice that such funds have been made available to the Commissioners by the Clean Ohio Agricultural Easement Purchase Program funding source.

ARTICLE VI: TERMINATION OF CONTRACTOR'S SERVICES

- 6.1 The Commissioners may, at any time prior to the completion of services by the Contractor under this Agreement, suspend or terminate this Agreement with or without cause by giving written notice to the Contractor.
- 6.2 Upon notice of suspension or termination, Contractor shall cease all work on the suspended or terminated activities under this Agreement, suspend or terminate all subcontracts relating to the suspended or terminated activities, take all necessary steps to limit disbursements and minimize costs, and if requested by the Commissioners, furnish a report, as of the date of receipt of notice of suspension or termination, describing the status of all work under this Agreement, including, without limitation, results, conclusions resulting therefrom, and any other matters the Commissioners require.
- 6.3 Contractor shall be paid for services rendered up to the date the Contractor received notice of suspension or termination, less any payments previously made, provided Contractor has supported such payments with detailed factual data containing services performed and hours worked. In the event of suspension or termination, any payments made by the Commissioners for which Contractor has not rendered services shall be refunded.
- 6.4 In the event this Agreement is terminated prior to its completion, Contractor, upon payment as specified, shall deliver to Commissioners all work products and documents which have been prepared by Contractor in the course of providing services under this Agreement. All such materials shall become and remain the property of the Commissioners, to be used in such manner and for such purpose as the Commissioners may choose.
- 6.5 Contractor agrees to waive any right to, and shall make no claim for, additional compensation against the Commissioners by reason of such suspension or termination.
- 6.6 Contractor may terminate this Agreement upon thirty (30) days prior written notice provided to the Commissioners.

ARTICLE VII: RELATIONSHIP OF PARTIES

- 7.1 The Commissioners and Contractor agree that Contractor shall be engaged by the Commissioners solely on an independent contractor basis, and Contractor shall therefore be responsible for all of its own business expenses, including, but not limited to, computers, phone service and office space. Contractor will also be responsible for all

licenses, permits, employees' wages and salaries, insurance of every type and description, and all business and personal taxes, including income and Social Security taxes and contributions for Workers' Compensation and Unemployment Compensation coverage, if any.

- 7.2 While Contractor shall be required to render services described hereunder for the Commissioners during the term of this Agreement, nothing herein shall be construed to imply, by reason of Contractor's engagement hereunder as an independent contractor, that the Commissioners shall have or may exercise any right of control over Consultant with regard to the manner or method of Contractor's performance of services hereunder.
- 7.3 Except as expressly provided herein, neither party shall have the right to bind or obligate the other party in any manner without the other party's prior written consent.
- 7.4 It is fully understood and agreed that the Contractor is an independent contractor and is not an agent, servant or employee of the Commissioners or the State of Ohio.

ARTICLE VIII: RECORD KEEPING

- 8.1 During the performance of the services required by this Agreement and for a period of three years after its completion, the Contractor shall maintain auditable records of all charges pertaining to this Agreement and shall make such records available to the Commissioners as the Commissioners may reasonably require.

ARTICLE IX: RELATED AGREEMENTS

- 9.1 The work contemplated in this Agreement is to be performed by Contractor, who may subcontract without the Commissioner's approval for the purchase of articles, supplies, components, or special mechanical services that do not involve the type of work or services described in Exhibit A, Scope of Work, but which are required for its satisfactory completion. Contractor shall not enter into other subcontracts related to the work described in this Agreement without prior written approval by the Commissioners. All work subcontracted shall be at Contractor's expense.
- 9.2 Contractor shall bind its subcontractors to the terms of this Agreement, so far as applicable to the work of the subcontractor, and shall not agree to any provision which seeks to bind the Commissioners to terms inconsistent with, or at variance from, this Agreement.
- 9.3 Contractor warrants that it has not entered into, nor shall it enter into, other agreements, without prior written approval of the Commissioners, to perform substantially identical work for the State of Ohio such that the product contemplated hereunder duplicates the work called for by the other agreements.
- 9.4 Contractor shall furnish to the Commissioners a list of all subcontractors, their addresses, tax identification numbers, and the dollar amount of each subcontract.

ARTICLE X: CONFLICTS OF INTEREST AND OFFSHORE LABOR PROHIBITION

- 10.1 No personnel of Contractor or member of the governing body of any locality or other public official or employee of any such locality in which, or relating to which, the work under this Agreement is being carried out, and who exercise any functions or responsibilities in connection with the review or approval of this Agreement or carrying out of any such work, shall, prior to the completion of said work, voluntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out of said work.
- 10.2 Any such person who acquires an incompatible or conflicting personal interest, on or after the effective date of this Agreement, or who involuntarily acquires any such incompatible or conflicting personal interest, shall immediately disclose his or her interest to the Commissioners in writing. Thereafter, he or she shall not participate in any action affecting the work under this Agreement, unless the Commissioners shall determine in its sole discretion that, in the light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.

ARTICLE XI: NONDISCRIMINATION OF EMPLOYMENT

- 11.1 Pursuant to R.C. 125.111, Contractor agrees that Contractor, any subcontractor, and any person acting on behalf of Contractor or a subcontractor, shall not discriminate, by reason of race, color, religion, sex, age, national origin, sexual orientation, military status, ancestry, or disability against any citizen of this state in the employment of any person qualified and available to perform the work under this Agreement.
- 11.2 Contractor further agrees that Contractor, any subcontractor, and any person acting on behalf of Contractor or a subcontractor shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Agreement on account of race, color, religion, sex, age, national origin, sexual orientation, military status, ancestry, or disability.
- 11.3 Contractor represents that it has a written affirmative action program for the employment and effective utilization of economically disadvantaged persons and shall file a description of the affirmative action program and a progress report on its implementation with the equal employment opportunity office of the Commissioners of Administrative Services.

ARTICLE XII: RIGHTS IN DATA AND COPYRIGHTS/PUBLIC USE

- 12.1 The Commissioners shall have unrestricted authority to reproduce, distribute and use (in whole or in part) any reports, data or materials prepared by Contractor pursuant to this Agreement. No such documents or other materials produced (in whole or in part) with funds provided to Contractor by the Commissioners shall be subject to copyright by Contractor in the United States or any other country.

12.2 Contractor agrees that all deliverables or original works created under this Agreement shall be made freely available to the general public to the extent permitted or required by law until and unless specified otherwise by the Commissioners. Any requests received by Contractor should be referred to the Commissioners.

ARTICLE XIII: CONFIDENTIALITY

13.1 Contractor shall not discuss or disclose any information or material obtained pursuant to its obligations under this Agreement without the prior written consent of the Commissioners.

13.2 All provisions of this Agreement relating to “confidentiality” shall remain binding upon Contractor in the event of cancellation.

ARTICLE XIV: LIABILITY

14.1 Contractor agrees to indemnify and to hold the Commissioners and the State of Ohio harmless and immune from any and all claims for injury or damages arising from this Agreement which are attributable to Contractor’s own actions or omissions or those of its trustees, officers, employees, subcontractors, suppliers, third parties utilized by Contractor, or joint venturers while acting under this Agreement. Such claims shall include any claims made under the Fair Labor Standards Act or under any other federal or state law involving wages, overtime, or employment matters and any claims involving patents, copyrights, and trademarks.

14.2 Contractor shall bear all costs associated with defending the Commissioners and the State of Ohio against any claims as outlined in paragraph 14.1.

14.3 In no event shall either party be liable to the other party for indirect, consequential, incidental, special, or punitive damages, or lost profits.

ARTICLE XV: COMPLIANCE WITH LAWS

15.1 Contractor, in the execution of duties and obligations under this Agreement, agrees to comply with all applicable federal, state and local laws, rules, regulations and ordinances.

15.2 Contractor affirms that it has all of the approvals, licenses, or other qualifications needed to conduct business in Ohio and all are current. If at any time during the contract period Contractor, for any reason, becomes disqualified from conducting business in the State of Ohio, Contractor will immediately notify the Commissioners in writing and will immediately cease performance of contract activities.

ARTICLE XVI: DRUG FREE WORKPLACE

16.1 Contractor agrees to comply with all applicable federal, state and local laws regarding smoke-free and drug-free work places and shall make a good faith effort to ensure that none of its employees or permitted subcontractors purchase, transfer, use or possess illegal drugs or alcohol, or abuse prescription drugs in any way when they are engaged in the work being performed hereunder.

ARTICLE XVII: CAMPAIGN CONTRIBUTIONS

17.1 Contractor hereby certifies that neither Contractor nor any of Contractor's partners, officers, directors, shareholders nor the spouses of any such person have made contributions in excess of the limitations specified in R.C. 3517.13.

ARTICLE XVIII: ENTIRE AGREEMENT/WAIVER

18.1 This Agreement contains the entire agreement between the parties hereto and shall not be modified, amended or supplemented, or any rights herein waived, unless specifically agreed upon in writing by the parties hereto.

18.2 This Agreement supersedes any and all previous agreements, whether written or oral, between the parties.

18.3 A waiver by any party of any breach or default by the other party under this Agreement shall not constitute a continuing waiver by such party of any subsequent act in breach of or in default hereunder.

ARTICLE XIX: NOTICES

19.1 All notices, consents, requests and other communications hereunder shall be in writing and shall be deemed to be given upon receipt thereof, and shall be sent to the addresses set forth hereunder or to such other address as the other party hereto may designate by written notice transmitted in accordance with this provision.

- 1). In case of the Commissioners to:
Fairfield County Board of Commissioners
Attn: County Administrator
210 East Main Street
Lancaster, OH 43130

- 2). In case of the Contractor, to:
Hocking Valley Title Agency, Inc
Attn: Sarah N. Hall
144 East Main Street
Lancaster, OH 43130

ARTICLE XX: HEADINGS

20.1 The headings in this Agreement have been inserted for convenient reference only and shall not be considered in any questions of interpretation or construction of this Agreement.

ARTICLE XXI: SEVERABILITY

21.1 The provisions of this Agreement are severable and independent, and if any such provision shall be determined to be unenforceable in whole or in part, the remaining provisions and any partially enforceable provision shall, to the extent enforceable in any jurisdiction, nevertheless, be binding and enforceable.

ARTICLE XXII: CONTROLLING LAW

22.1 This Agreement and the rights of the parties hereto shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio. Contractor agrees that only Ohio courts shall have jurisdiction over any action or proceeding concerning this Agreement and/or performances thereunder.

ARTICLE XXIII: SUCCESSORS AND ASSIGNS

23.1 Neither this Agreement nor any rights, duties, or obligations hereunder may be assigned or transferred in whole or in part by the Contractor, without the prior written consent of the Commissioners.

ARTICLE XXIV: FINDINGS FOR RECOVERY

24.1 Contractor warrants that it is not subject to an "unresolved" finding for recovery under R.C. 9.24. If this warranty is found to be false, this Agreement is void ab initio and the Contractor shall immediately repay to the Commissioners any funds paid under this Agreement.

ARTICLE XXV: DEBARMENT

25.1 Contractor represents and warrants that it is not debarred from consideration for contract awards by the Director of the Commissioners of Administrative Services, pursuant to either R.C. 153.02 or R.C. 125.25. If this representation and warranty is found to be false, this Agreement is void ab initio and Contractor shall immediately repay to the Commissioners any funds paid under this Agreement.

ARTICLE XXVI: DECLARATION REGARDING MATERIAL ASSISTANCE/NON-ASSISTANCE TO A TERRORIST ORGANIZATION

26.1 Contractor hereby represents and warrants to the Commissioners that it has not provided any material assistance, as that term is defined in R.C. 2909.33(C), to any organization identified by and included on the United States Commissioners of State Terrorist Exclusion List and that it has truthfully answered "no" to every question on the "Declaration Regarding Material Assistance/Non-assistance to a Terrorist Organization," available at <http://homelandsecurity.ohio.gov/dma/dma.asp>. Contractor further represents and warrants that it has provided or will provide such to the Commissioners prior to execution of this Agreement.

26.2 If these representations and warranties are found to be false, this Agreement is void ab initio and Contractor shall immediately repay to the Commissioners any funds paid under this Agreement.

ARTICLE XXVII: EXECUTION

27.1 This Agreement is not binding upon the Commissioners unless executed in full.

ARTICLE XXVIII: ANTITRUST ASSIGNMENT

28.1 Contractor agrees to assign to the Commissioners all State and Federal antitrust claims and causes of action that relate to all goods and services provided for in this Agreement.

ARTICLE XXIX: CONFLICT

29.1 In the event of any conflict between the terms and provisions of the body of this Agreement and any exhibit hereto, the terms and provisions of the body of this Agreement shall control.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers, as of the day and year first above written.

CONTRACTOR:

Hocking Valley Title Agency, Inc.
Sarah N. Hall
144 East Main Street
Lancaster, OH 43130

By: _____

Name: _____

Title: _____

Date: _____

Federal Tax Identification Number:

COMMISSIONERS:

Fairfield County Board of Commissioners
County Commissioner
210 East Main Street
Lancaster, OH 43130

By: _____

Name: _____
County Commissioner

Date: _____

APPROVED AS TO FORM:

Exhibit A

SCOPE OF WORK

- A. Title Search. The Contractor, under the direction and to the satisfaction of the Commissioners, shall search the public records concerning the titles to the parcels of such real estate as delineated in the Agricultural Easement Parcel Number List attached hereto as Exhibit B and incorporated herein by reference. The Contractor shall submit a written report, in a form acceptable to the Commissioners, as to each parcel, each of which shall include the factual information enumerated below, to the extent that such information can be ascertained from a search of the public records relating to the title of said real estate. The search shall cover a period sufficient to satisfy the State that all matters presently affecting the title have been found, but in no event for a period less than ninety (90) years with legible copies of the source documents. The search shall be documented in a Commitment for Title Insurance, which should include at a minimum the following:
1. The name, address, and marital status of record holder or holders of title.
 2. The name, address of spouse, if any, a record holder or holders of title.
 3. List of the combined actual total acreage for the entire interest in land being acquired in the Easement.
 4. The names, and if it appears of record, the address, of the owners of any encumbrances upon or interest in the real estate, such as mortgages, land contract, leases, easements, rights-of-way, mineral rights or reservations, together with the recording references and dates thereof.
 5. Unsatisfied executions and lien judgments, foreign or domestic, or pending suits of record in the courts of records and on file in the Sheriff's office and the Clerk of Court's office of said county, which may affect the title to the real estate examination.
 6. Any other tax liens, mechanics liens, recognizance liens, unemployment compensation liens, workers compensation liens or any other infirmity, encumbrances, liens, or cloud on title disclosed by the public records of the County where the real estate is located.
 7. The tax duplicate description, auditor's parcel number, current agricultural recoupment or use valuation, if applicable, and current tax valuation, including statement of taxes, assessment liens, penalties, and interest which have not been paid and are a lien.
 8. The gross acres of all parcels, minus highway rights-of-way and all other exclusions or transfers, in order to provide a net acreage of all parcels for the agricultural easement.
 9. Attach a complete copy of recorded deed of the land or parcels of land which make up an owner's property which are used as a unit of land acquired for the Commissioners and the Ohio Department of Agriculture's (ODA) purposes, together with the recording reference and dates thereof, and a statement of the total acreage to be acquired by the agricultural easement.
- B. Title Insurance Commitment

1. Contractor shall provide a title insurance commitment naming the Ohio Department of Agriculture as an insured party.

C. Escrow Services

1. Contractor shall provide escrow services and shall serve as escrow agent at closing specified by The Commissioners and the Ohio Department of Agriculture for the purchase of the agricultural easement.
2. Costs incurred for title services will be reimbursed to the Commissioners and ODA through the title insurance company, as escrow agent, at closing by the respective landowner noted in Exhibit B as documented in the ODA approved settlement statement (HUD-1).

D. Closing

1. Contractor shall provide recording services surrounding the agricultural easement acquisition in the most cost effective manner on behalf of the Commissioners and ODA subject to the pre-approval of the Commissioners and ODA.
2. Unless otherwise agreed to in advance by the Commissioners and ODA, Contractor shall schedule and conduct a “roundtable” closing for the agricultural easement at a mutually convenient place and time for all necessary parties.
3. The title agent will collect all required signatures for necessary documents and record the easement and any other necessary documents, in addition to any other items outlined in the Closing Letter.
4. The Commissioners and ODA shall tender a lump sum payment to title insurance company, as escrow agent, for distribution to the landowner and/or landowner’s assignee(s) in the proportions directed by the landowner.
5. All recorded original documents as requested in the Closing Letter must be returned to the Commissioners and ODA as soon as possible.
6. Secure a policy of title insurance if the federal government is involved on A.L.T.A U.S. Policy Form 1991 for an amount specified by the Commissioners and ODA or an A.L.T.A. U.S. Policy Form 2006 to the local sponsor when requested.
7. Secure an Owners Policy of title insurance for ODA.

Exhibit B

This property to be covered by easement in the Ohio Agricultural Easement Purchase Program is inclusive of the following parcels:

Owner: William J. Myers

Property Location: 1517 West Pointe Rd. SE
Lancaster, OH 43130

County: Fairfield
Township: Rushcreek

Parcel Number:	Acres:
0340035800	112.8
Title Search:	\$750.00 (subject to change)
Title Insurance Commitment:	\$50.00
Title Insurance Premium:	\$799.25 Basic Owner's (\$138,967)
Settlement Fee:	\$300.00

Total:

Plus Additional Costs as needed:

Title Updates:	\$25.00 per update
Closing Protection Letter:	\$40.00
Endorsements/ Deletion of General Exceptions:	\$250.00
Recording:	Contingent on Page Count (\$34 first two pages of a document, \$8 for each subsequent page, \$4 per reference) \$418.00 as estimated
Recording Service Fee:	\$40.00
Copy Costs:	\$3.00 per page
Courier Fee:	\$25.00 package
Wire Fee:	\$15.00 incoming / \$30.00 outgoing
Document Preparation Cost:	\$100.00
Title Search Due Date:	9-19-25

Prosecutor's Approval Page

Resolution No.

A resolution to sign the Title Services Agreement for the Myers Farm through the Clean Ohio Local Agricultural Easement Purchase Program with the Ohio Department of Agriculture.

(Fairfield County Soil and Water Conservation District)

Approved as to form on 8/7/2025 9:08:00 AM by Amy Brown-Thompson,



Amy Brown-Thompson
Prosecutor's Office
Fairfield County, Ohio

Signature Page

Resolution No. 2025-08.12.w

A resolution to sign the Title Services Agreement for the Myers Farm through the Clean Ohio Local Agricultural Easement Purchase Program with the Ohio Department of Agriculture.

(Fairfield County Soil and Water Conservation District)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

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

WHEREAS, departments that need the Board of Commissioners' approval for payment of their invoices have submitted their invoices to the County Auditor; and

WHEREAS, the County Auditor has submitted the cash disbursement journal for payment of invoices for the check date August 14, 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 - COMMISSIONERS ADMIN									
FUND: 1001 - GENERAL FUND									
5433672	8/14/2025	940	CCAO	3620	7/22/2025	185	C0812	SUMMER SYMPOSIUM 2025	960.00
5433673	8/14/2025	7689	NATIONAL PUBLIC EMPLOYER LABOR RELATIONS	18091	8/4/2025	243	C0812	4/19-4/22/26 CONFERENCE PRE-PAY	445.00
1591927	8/14/2025	80132	AUNDREA N CORDLE	7/2025	7/1/2025	341	C0812	MONTHLY CELL PHONE STIPEND 7/2025	60.00
1591928	8/14/2025	82133	JEFF PORTER	7/2025	7/1/2025	417	C0812	MONTHLY CELL PHONE STIPEND 7/2025	60.00
TOTAL: COMMISSIONERS ADMIN									1,525.00

FAIRFIELD COUNTY OHIO - INVOICES BY DEPARTMENT

Department

Check #	Check Date	Vend #	Vendor Name	Invoice #	Invoice Date	PO #	Warrant	Line Item Description	Amount
1270 - COMM-MAINTENANCE									
FUND: 3435 - PERMANENT IMPROVEMENT FUND									
5433674	8/14/2025	12318	GUTKNECHT CONSTRUCTION COMPANY	3	7/1/2025	25003706	C0812	Workforce Center Project 7/2025	312,010.00
TOTAL: COMM-MAINTENANCE									312,010.00

FAIRFIELD COUNTY OHIO - INVOICES BY DEPARTMENT

Department

Check #	Check Date	Vend #	Vendor Name	Invoice #	Invoice Date	PO #	Warrant	Line Item Description	Amount
1600 - ENGINEER-ADMIN									
FUND: 2024 - MOTOR VEHICLE									
5433675	8/14/2025	18380	FAIRFIELD COUNTY TRANSPORTATION	07252025	7/25/2025	25005611	C0812	CONTRIBUTION TO TID FROM COUNTY ENGINEER	150,000.00
								TOTAL: ENGINEER-ADMIN	150,000.00
								Summary Total for this report:	463,535.00

FAIRFIELD COUNTY OHIO - INVOICES BY DEPARTMENT - SUMMARY

Department	Total Amount
1200 - COMMISSIONERS ADMIN	\$1,525.00
1270 - COMM-MAINTENANCE	\$312,010.00
1600 - ENGINEER-ADMIN	\$150,000.00
Summary Total For This Report:	\$463,535.00

Commissioner Steven A. Davis

Commissioner Jeffery M Fix

Commissioner David L Levacy

Date

Signature Page

Resolution No. 2025-08.12.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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