Review Meeting

The Commissioners met at 9:00 a.m. at 210 E. Main St., Lancaster, OH. Commissioner Levacy called the meeting to order, and the following Commissioners were present: Jeff Fix, Steve Davis and Dave Levacy. County employees present: 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; Director of Job & Family Services, Corey Clark; IT Director, Daniel Neeley; EMA & Facilities Director, Jon Kochis; Economic & Workforce Development Director, Rick Szabrak; Utilities Director, Tony Vogel; Assistant Prosecuting Attorneys, Amy Brown-Thompson and Austin Lines; Auditor, Dr. Carri Brown; Clerk of Courts, Branden Meyer; Recorder, Lisa McKenzie; Engineer, Jeremiah Upp; Treasurer, Jim Bahnsen; JFS Deputy Director, Heather O'Keefe; FCFC Manager, Tiffany Wilson; Economic Development Specialist, Anthony Iachini; RPC Planner, Josh Hillberry; and Sheriff's Deputy, Kevin Romine. Also in attendance: Ray Stemen, Sherry Pymer, Garrett Davis, Stephanie Hall, Christine Simmons, and Jo Price.

Virtual attendees: Jeanie Wears, Shannon, Lori Hawk, Beth Cottrell, Deborah, Greg Forquer, BGM, Jessica Murphy, Abby King, Joe Ebel, Tony Vogel, Shelby Hunt, Steven Darnell, Nick, Bev Hoskinson, Daniel Thompson, Baylie Blevins, Jared Collins, Park Russell, Toni Ashton, Tiffany Daniels, Lori Lovas, and Kit Burley.

Welcome

Commissioner Levacy opened the meeting by welcoming everyone in attendance.

United Way Update

Christine Simmons, CEO of United Way of Fairfield County, introduced herself and Campaign and Event Coordinator, Garrett Davis. Ms. Simmons continued by speaking about the purpose of United Way and the 25 agencies it supports. These supported agencies include Hardbarger Impact Ministries who fill needs in the community such as providing beds and repair of vehicles. United Way wants donors to make connections, and it is important to know you can designate your dollars to the agencies you are most passionate about. The United Way is supported through employee giving, and through other giving avenues. Fair Share giving is a way to donate monthly based on your income. One of the programs run by the United Way is Dolly's Imagination Library. It is an expensive program but is free for children aged 0-5. Fairfield County has 59% of eligible children registered for the Dolly's Imagination Library program. One donation of \$26 can put a book in a child's hand for a year. Other programs supported by United Way are Feeding Our Future and the VITA/TCE Tax Program. Last year United Way helped over 1200 people to file their taxes. We are expanding our Pickerington tax program this year with additional volunteers and a new location.

Commissioner Davis asked if there were ever taxes that could not be filed due to complexity.

Ms. Simmons stated that there are circumstances when the volunteers are unable to complete the taxes for filing.

Commissioner Levacy emphasized the importance of children having access to books and added that kids absorb a great deal from birth to five years of age.

Ms. Simons agreed and added that she believes 80% of brain development takes place by age five.

Commissioner Levacy asked if people contributed to the program.

Ms. Simmons replied that United Way has received donations that help cover and that great efforts are made to get kids off the wait lists. Governor DeWine has provided funding for children in foster care and those kids are now off our waiting list. She thanked Commissioner Davis for serving on the United Way Board.

Mr. Garrett Davis spoke about a Chili Cook-off being held at 111 S. Broad St. on October 30th and a 5K run that will be held at the Fairfield County Fairgrounds to raise money to support United Way programming. He encouraged anyone with questions to contact the United Way of Fairfield County.

Public Comments

Ray Stemen of Lancaster spoke favorably of the impact United Way has had on the community.

Stephanie Hall, Law Director for the City of Lancaster, spoke about Dolly's Imagination Library and added that she was in attendance to answer any questions the Commissioners may have regarding the contract with her office on the voting agenda.

Legal Update

Amy Brown-Thompson stated the annexation which is being read into the journal has some ongoing discussions regarding the maintenance of the road.

County Administration Update

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

Week in Review

2025 Holiday Schedule

The 2025 Holiday Schedule is on the agenda today. There is one adjustment being made due to the timing of Christmas in 2025. In addition to the ½ day holiday for Christmas Eve and the full day for Christmas day, we are adding the full day following Christmas.

Highlights of Resolutions

Administrative Approvals

The review packet contains a list of administrative approvals.

Resolution Review

There are 35 resolutions on the agenda for the Regular voting meeting.

Resolutions of note:

- A resolution to appoint Dr. Glenn Burns to the Airport Board for a term of three years commencing January 1st, 2025.
- A resolution certifying consistency of the Fairfield Metropolitan Housing Authority's annual plan with the Community Housing Improvement Strategy.

Regular Meeting #46 - 2024 - October 22, 2024

- A resolution approving the Fairfield County Holiday Schedule for 2025.
- A resolution to renew a contract with the City of Lancaster for criminal prosecution services for villages and unincorporated areas of Fairfield County.
- A resolution to approve a memo transaction for the purchase of property located at 1550 Sheridan Drive.
- A resolution authorizing a development and compensation agreement with Roebling Development Company for three speculative warehouse buildings in Violet Township.

Anthony Iachini stated this is located down the road from DHL.

- A resolution to approve a grant agreement between the Board of Commissioners and the Ohio EMA for a 3-year Hazardous Materials Emergency Preparedness Grant.
- A resolution from the Engineer's Office to approve an intergovernmental agreement related to the Basil-Western Road Realignment Project. This is for Phase 2A.
- There are two resolutions from the Engineer's Office for change orders. One decreases the cost for the pavement markings contract and the other increases supply quantities for the salt barn pavement.
- A resolution to approve an agreement with Garland DBS, Inc. for the replacement of the roof at the Government Services Center.
- A resolution approving a change order with Gutknecht Construction for the Engineering Lab.
- A resolution regarding a Purchase of Service Agreement between Eastland-Fairfield Career & Technical and the Workforce Development Services Division of JFS to provide an instructor for GED preparation and basic skills/academic enrichment to Workforce Innovation and Opportunity Act eligible Participants.

Mr. Corey Clark stated the agreement has been in place for several years.

• A resolution from the Treasurer's Office to approve proposals submitted for providing financial transaction devices and services.

Treasurer Bahnsen stated the Health Department is adding software to help with the payment of fees.

• A resolution from Utilities to suspend the 3% rate increase for water and sewer fees and to increase connection charges in 2025.

Budget Review

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

Calendar Review/Invitations Received

Items Requiring Response

Informational Items

- CFLP Meeting, Friday, October 25, 2024, 9:00 a.m., 20 S. Second St., Newark
- Ohio Attorney General Roundtable, Tuesday, October 22, 2024, 3:00 p.m., Fairfield County Workforce Center, 4465 Coonpath Road NW, Carroll
- AEP Ohio Customer Seminar, Tuesday, October 29, 2024, 9:00 a.m., AEP Ohio Headquarters, 700 Morrison Rd., Gahanna
- Engineering Tech Lab Ribbon Cutting, Wednesday, November 6, 2024, 4:00 p.m., Fairfield County Workforce Center, 4465 Coonpath Road NW, Carroll
- Fairfield County Family and Children First Council Annual Meeting, Thursday, November 21, 2024, 8:30 a.m. at Alley Park in Lancaster

Correspondence

- Expedited Type 2 Annexation, 22.080 +/- acres from Greenfield Township into the City of Lancaster, filed October 15, 2024
- Memo, Fairfield County Auditor, Dr. Carri Brown, October 17, 2024, Subjects: Fact Sheet of Demographic Statistics, Looking at the Last Decade
- Fairfield County Auditor's "Wins of the Week", October 17, 2024
- Fairfield County Auditor's "Then and Now", October 17, 2024
- Fees collected in the Fairfield County Municipal Court, Criminal/Traffic Division,
 - for the month of September 2024
- Lancaster Fairfield County Chamber of Commerce's Chamber Networker newsletter, October 18, 2024
- Letter from a citizen regarding election certifications
- Information from the Fairfield/Perry County Farm Service Agency regarding drought assistance programs
- Letter regarding industrial solar projects

Old Business

Commissioner Fix attended the Fairfield County Mayors' Association meeting to discuss the Land Use Plan and the association's plans for 2025. He also attended a CCAO Central Region housing symposium.

Commissioner Davis stated he filmed a video to announce the rebranding of Lancaster-Fairfield Public Transit. He added that the transit system will be renamed Fairfield County Transit- The Link. He added his appreciation for public participation in the campaign.

Commissioner Levacy spoke about attending the Job Fair at the Workforce Center where 146 job seekers attended.

Mr. Clark added that there were years when employers outnumbered job seekers and this year that was not the case. There were 60 employers in attendance, and they provided a lot of positive feedback. There is a survey out for the job seekers who attended.

Regular Meeting #46 - 2024 - October 22, 2024

New Business

Commissioner Fix stated that the Regional Planning Commission will be rolling out the model zoning code at their next meeting. He also spoke about the passing of a veteran who was an avid supporter of the Buckeye Lake Region and many elected officials in Fairfield County.

Treasurer Bahnsen stated he is attending an upcoming training seminar conducted by the State Treasurer.

Engineer Upp gave his appreciation for those who attended the "rod-eo" hosted by his office.

Auditor Brown pledged money for Dolly's Imagination Library. She held the Making Numbers Count seminar the week before and shared her material with other counties and agencies. She shared demographic statistics for the county and spoke about receiving the "Excellence in Government Leadership" award at the Central Ohio AGA conference.

Commissioner Fix added that he had already pledged money to the Dolly's Imagination Library program.

Commissioner Levacy and Mr. Szabrak both expressed that they are excited to welcome the Attorney General to the Workforce Center later in the day.

Mr. Neeley stated there are still employees who need to complete their required cybersecurity training.

Mr. Clark provided an update on the services being offered to those being laid off by the Post Cereal Brands factory.

Regular (Voting) Meeting

The Commissioners met at 9:00 a.m. at 210 E. Main St., Lancaster, OH. Commissioner Levacy called the meeting to order, and the following Commissioners were present: Jeff Fix, Steve Davis and Dave Levacy. County employees present: 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; Director of Job & Family Services, Corey Clark; IT Director, Daniel Neeley; EMA & Facilities Director, Jon Kochis; Economic & Workforce Development Director, Rick Szabrak; Utilities Director, Tony Vogel; Assistant Prosecuting Attorneys, Amy Brown-Thompson and Austin Lines; Auditor, Dr. Carri Brown; Clerk of Courts, Branden Meyer; Recorder, Lisa McKenzie; Engineer, Jeremiah Upp; Treasurer, Jim Bahnsen; JFS Deputy Director, Heather O'Keefe; FCFC Manager, Tiffany Wilson; Economic Development Specialist, Anthony Iachini; RPC Planner, Josh Hillberry; and Sheriff's Deputy, Kevin Romine. Also in attendance: Ray Stemen, Sherry Pymer, Garrett Davis, Stephanie Hall, Christine Simmons, and Jo Price.

Virtual attendees: Jeanie Wears, Shannon, Lori Hawk, Beth Cottrell, Deborah, Greg Forquer, BGM, Jessica Murphy, Abby King, Joe Ebel, Tony Vogel, Shelby Hunt, Steven Darnell, Nick, Bev Hoskinson, Daniel Thompson, Baylie Blevins, Jared Collins, Park Russell, Toni Ashton, Tiffany Daniels, Lori Lovas, and Kit Burley.

Announcements

None.

Approval of Minutes for October 15, 2024

On the motion of Jeff Fix and the second of Steve Davis, the Board of Commissioners voted to approve the Minutes for the Tuesday, October 15, 2024, meeting.

Roll call vote of the motion resulted as follows:

Voting aye thereon: Jeff Fix and Dave Levacy

Abstentions: Steve Davis

Approval of Budget Hearing Minutes for October 15, 2024

On the motion of Jeff Fix and the second of Steve Davis, the Board of Commissioners voted to approve the Budget Hearing Minutes for the Tuesday, October 15, 2024, Budget Hearings.

Roll call vote of the motion resulted as follows:

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

Approval of Resolutions from the Fairfield County Commissioners

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

| 2024-10.22.a | A resolution approving the reappointment of Dr. Glenn Burns to the Fairfield County Airport Authority Board. |
|--------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 2024-10.22.b | A resolution to certify consistency of the Fairfield Metropolitan Housing Authority 2025 Annual Plan with the Fairfield County's Community Housing Improvement Strategy (CHIS) |
| 2024-10.22.c | A Resolution to Approve the 2025 Fairfield County Holiday Schedule] |
| 2024-10.22.d | A resolution renewing a contract with the City of Lancaster and the Board of Commissioners, for Criminal Prosecution Services |
| 2024-10.22.e | A resolution to appropriate from unappropriated in major expenditure object categories for the General Fund# 1001, Visitation Center. |
| 2024-10.22.f | A resolution of memo transactions for the purchase of 1550 Sheridan property. |
| 2024-10.22.g | A resolution to appropriate from unappropriated in major expenditure object categories for the Health Insurance Fund# 5376. |
| 2024-10.22.h | A resolution to appropriate from unappropriated in major expenditure object categories for the General Fund# 1001. |
| 2024-10.22.i | A resolution to appropriate from unappropriated in major expenditure object categories for the General Fund# 1001. |

Roll call vote of the motion resulted as follows:

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

Approval of a Resolution from Fairfield County Economic & Workforce Development

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

2024-10.22.j

A Resolution authorizing the Development and Compensation agreement with Roebling Development Company, a Kentucky corporation

Roll call vote of the motion resulted as follows:

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

Approval of a Resolution from the Fairfield County Emergency Management Agency

On the motion of Jeff Fix and the second of Steve Davis, the Board of Commissioners voted to approve the following resolution from the Fairfield County Emergency Management Agency:

2024-10.22.k

A resolution to approve a Grant Agreement between Fairfield County Board of Commissioners and Ohio Emergency Management Agency for the FY22 HMEP Year 3 Grant Award.

Roll call vote of the motion resulted as follows:

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

Approval of Resolutions from the Fairfield County Engineer

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

2024-10.22.1 A resolution to approve an Intergovernmental Agreement relative to the Basil-Western Road Realignment Project Phase 2A.

2024-10.22.m A resolution to approve a Change Order for the 2024 Pavement Markings

Project.

2024-10.22.n

A resolution to approve a Change Order for the Salt Barn Concrete Pavement Project.

Roll call vote of the motion resulted as follows:

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

Approval of Resolutions from Fairfield County Facilities

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

2024-10.22.0 A Resolution Authorizing the Approval of an Agreement for the

Replacement of the roof of the Government Service Center with Garland

DBS Inc.

2024-10.22.p A resolution for a Change Order #4 to the Contract with Gutknecht

Construction and the Fairfield County Commissioners

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

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

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

A resolution to approve a memo exp./ memo receipt for the costs of Personnel for September Activity paid to Fairfield County Health Departments as a memo expenditure for fund# 7521 Family Children First Council

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

Approval of Resolutions from Fairfield County Job and Family Services

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

| 2024-10.22.г | A resolution regarding a Purchase of Service Agreement between Eastland-Fairfield Career & Technical Schools and Job & Family Services, Workforce Development Services Division |
|--------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 2024-10.22.s | A resolution to request for appropriations for Fairfield County Job & Family Services; Public Assistance Fund # 2018. |
| 2024-10.22.t | A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Fairfield County JFS; Fund # 2018, Public Assistance Fund |
| 2024-10.22.u | A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Fairfield County JFS; Fund # 2018, Public Assistance Fund |
| 2024-10.22.v | A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Fairfield County JFS; Fund # 2015, Child Support Enforcement Agency |
| 2024-10.22.w | A Resolution Approving an Account-to-Account Transfer into a Major Expenditure Object Category – Fund # 2018, Public Assistance |
| 2024-10.22.x | 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 |
| 2024-10.22.y | 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 |
| | |

A resolution authorizing the approval of a data use agreement by and between Fairfield County Job & Family Services, Protective Services

Department and Kaye Implementation and Evaluation ("KI&E").

Roll call vote of the motion resulted as follows:

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

Approval of Resolutions from the Fairfield County Juvenile and Probate Court

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

2024-10.22.aa A resolution to approve additional appropriations by appropriating from

unappropriated into a major expense object category - Fund #2036

Department of Youth Services (reclaim) Fund

2024-10.22.bb A resolution to approve additional appropriations by appropriating from

unappropriated into a major expense object category - Fund #2036

Department of Youth Services (reclaim) Fund

Roll call vote of the motion resulted as follows:

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

Approval of a Resolution from the Fairfield County Treasurer

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

2024-10.22.cc A resolution to approve proposals submitted for providing Financial

Transaction Devices and Services

Roll call vote of the motion resulted as follows:

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

Approval of Resolutions from Fairfield County Utilities

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

| 2024-10.22.dd | A resolution for Suspension of the Water & Sewer Usage Fee Rate but Increases Connection Charge Fees for 2025. |
|---------------|-----------------------------------------------------------------------------------------------------------------------------------|
| 2024-10.22.ee | A resolution to appropriate from unappropriated in a major expenditure object category for Utilities Sewer Fund, 5044. |
| 2024-10.22.ff | A resolution to appropriate from unappropriated in a major expenditure object category for Utilities Water Fund 5046. |
| 2024-10.22.gg | A resolution to appropriate from unappropriated in a major expenditure object category for Utilities fund 5842. |
| 2024-10.22.hh | A resolution to appropriate from unappropriated in a major expenditure object category for Utilities; 5841, Contractual Services. |

Commissioner Fix thanked Mr. Vogel for creating and initiating the rate holiday.

Roll call vote of the motion resulted as follows:

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

Approval of a Resolution from the South Central Major Crimes Unit

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

2024-10.22.ii

A resolution authorizing an account to account transfer for MCU Fund

7864 (Sub fund 8313) Recovery Ohio FY23 Grant

Roll call vote of the motion resulted as follows:

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

Approval of the Payment of Bills

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

2024-10.15.j

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

Roll call vote of the motion resulted as follows:

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

Adjournment

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

Roll call vote of the motion resulted as follows:

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

The next Regular Meeting is scheduled for 9:00 a.m. on Tuesday, October 29, 2024, in the Commissioners' Hearing Room, 210 E. Main St., Lancaster, OH.

Motion by: Jeff Fix Seconded by: Steve Davis that the October 22, 2024, minutes were approved by the following vote:

YEAS: Jeff Fix, Steve Davis, Dave Levacy

NAYS: None

ABSTENTIONS:

*Approved on October 29, 2024

Dave Levacy Commissioner

Jen Fik Commissioner Steve Davis Commissioner

Rochelle Menningen, Clerk

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REVIEW AGENDA

BOARD OF COMMISSIONERS

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

Tuesday, October 22, 2024 9:00 a.m.

County Administrator
Aundrea N. Cordle

Deputy County AdministratorJeffrey D. Porter

1. Review

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

Clerk Rochelle Menningen

2. Welcome

3. 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.

4. Legal Update

5. County Administration Update

- a. Week in Review
- b. Highlights of Resolutions
- c. Budget Review
- d. Recognitions/Thank-Yous
- e. Calendar Review/ Invitations Received
 - i. CFLP Meeting, Friday, October 25, 2024, 9:00 a.m., 20 S. Second St., Newark
 - ii. Ohio Attorney General Roundtable, Tuesday, October 22, 2024, 3:00 p.m., Fairfield County Workforce Center, 4465 Coonpath Road NW, Carroll
 - iii. AEP Ohio Customer Seminar, Tuesday, October 29, 2024, 9:00 a.m., AEP Ohio Headquarters, 700 Morrison Rd., Gahanna
 - iv. Engineering Tech Lab Ribbon Cutting, Wednesday, November 6, 2024, 4:00 p.m., Fairfield County Workforce Center, 4465 Coonpath Road NW, Carroll
 - v. Fairfield County Family and Children First Council Annual Meeting, Thursday, November 21, 2024, 8:30 a.m. at Alley Park in Lancaster

f. Correspondence

- i. Expedited Type 2 Annexation, 22.080 +/- acres from Greenfield Township into the City of Lancaster, filed October 15, 2024
- ii. Memo, Fairfield County Auditor, Dr. Carri Brown, October 17, 2024, Subjects: Fact Sheet of Demographic Statistics, Looking at the Last Decade
- iii. Fairfield County Auditor's "Wins of the Week", October 17, 2024

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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

- iv. Fairfield County Auditor's "Then and Now", October 17, 2024
- Clerk Rochelle Menningen
- v. Fees collected in the Fairfield County Municipal Court, Criminal/Traffic Division, for the month of September 2024
- vi. Lancaster Fairfield County Chamber of Commerce's Chamber Networker newsletter, October 18, 2024
- vii. Letter from a citizen regarding election certifications
- viii. Information from the Fairfield/Perry County Farm Service Agency regarding drought assistance programs
- ix. Letter regarding industrial solar projects
- 6. Old Business
- 7. New Business
 - a. Updates from Elected Officials in Attendance
- 8. Regular (Voting) Meeting
- 9. Adjourn
- 10. Budget Hearing, Soil & Water Conservation District, 11:00 a.m.
- 11. Budget Hearing, Treasurer, 11:15 a.m.
- 12. Budget Hearing, Clerk of Courts, 11:30 a.m.
- 13. Budget Hearing, Economic & Workforce Development, 11:45 a.m.
- 14. Budget Hearing, Municipal Judges, 1:00 p.m.
- 15. Budget Hearing, Municipal Court, 1:15 p.m.
- 16. Budget Hearing, Family & Children First Council, 1:30 p.m.
- 17. Budget Hearing, Job & Family Services, 1:45 p.m.
- 18. Budget Hearing, Auditor, 2:00 p.m.

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From the \$30,606,902.00 received as the first and second tranche of fiscal recovery funds. \$30,471,831.74 has been appropriated, \$25,122,325.48 expended, \$4,193,277.88 encumbered or

| Project/Category | | As of 10/18/24 Appropriations | As of 10/18/24 Expenditure | As of 10/18/24 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 | 3,454,298.85 | 3,422,579.58 | 31,719.27 |
| 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 54,250.98 | |
| R18a | Professional Communications on Behalf of the Board of Health | 34,577.94 | 34,577.94 | 0.00 |
| R18b | Public Health, Creation of a Community Health Assessment (CHA) | 48,943.10 | 48,943.10 | 0.00 |
| R19a | Public Safety Payroll Support | 1,600,361.39 | 1,545,961.95 | 0.00 |
| R19b | Public Health Payroll Support | 185,406.39 | 185,406.39 | 0.00 |
| R19c | Other Public Sector Payroll Support | 290,060.11 | 275,262.97 | 0.00 |
| R110a | Mental and Behavioral Health | 0.00 | 0.00 | 0.00 |
| Subtotal Public Health | | 6,447,422.09 | 6,346,506.24 | 31,719.27 |
| 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 |

From the \$30,606,902.00 received as the first and second tranche of fiscal recovery funds. \$30,471,831.74 has been appropriated, \$25,122,325.48 expended, \$4,193,277.88 encumbered or

| Project/Category | | As of 10/18/24 Appropriations | As of 10/18/24 Expenditure | As of 10/18/24 Obligation |
|-----------------------------------------------------------|-------------------------------------------------------------------------------|----------------------------------|-------------------------------|------------------------------|
| R210e | ADAMH/LSS Housing Projects | | | |
| | | 3,000,000.00 | 748,622.88 | 2,251,377.12 |
| R210f | Harcum House | 100,000.00 | 100,000.00 | 0.00 |
| R210g | Fairhope Hospice | 100,000.00 | 100,000.00 | 0.00 |
| R210h | Housing Project | 700,000.00 | 0.00 | 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 | | 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 | 361,854.84 | 37,500.00 |
| R213c | Contracts for Services to Support Residents Suffering Effects of the Pandemic | 96,700.00 | 96,700.00 | 0.00 |
| Subtotal Negative Economic Impacts | | 6 426 459 72 | 2 427 201 60 | 2 200 077 12 |
| R310a | Housing Support, Affordable Housing Strategic Plan | 6,426,158.72 | 3,437,281.60 | 2,288,877.12 |
| Subtotal Services Disproportionately Impacted Communities | | 39,554.00 39,554.00 | 39,554.00 | 0.00 |
| Premium Pay | | 00,004.00 | 33,004.00 | 0.00 |
| R41a | Premium Pay, Premium Pay for Emergency Management Agency Workers | 27,907.72 | 27,907.72 | 0.00 |
| Subtotal Premium Pay | | 27,907.72 | 27,907.72 | 0.00 |

From the \$30,606,902.00 received as the first and second tranche of fiscal recovery funds. \$30,471,831.74 has been appropriated, \$25,122,325.48 expended, \$4,193,277.88 encumbered or

| obligated. | | | | |
|-------------------------|---------------------------------------------------------------------------------------|----------------------------------|-------------------------------|------------------------------|
| Project/Category | | As of 10/18/24 Appropriations | As of 10/18/24 Expenditure | As of 10/18/24 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 | 1,810,630.26 | 951,205.59 |
| 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 | 0.00 | 0.00 | 0.00 |
| R511d | Drinking Water: Transmission/Distribution, Baltimore | 613,000.00 | 613,000.00 | 0.00 |
| R511e | Drinking Water: Transmission/Distribution, Pleasantville | 834,000.00 | 731,947.53 | 102,052.47 |
| R516a | Broadband, "Last Mile" Projects | 0.00 | 0.00 | 0.00 |
| Subtotal Infrastructure | | 6,950,065.00 | 5,896,806.94 | 1,053,258.06 |
| 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 | 372,221.42 | 2,778.58 |
| R61d | MARCS Tower Project | 572,433.00 | 537,899.50 | 34,533.50 |

From the \$30,606,902.00 received as the first and second tranche of fiscal recovery funds. \$30,471,831.74 has been appropriated, \$25,122,325.48 expended, \$4,193,277.88 encumbered or

| obligated. | | | | |
|------------------|-------------------------------------|----------------------------------|-------------------------------|------------------------------|
| Project/Category | | As of 10/18/24 Appropriations | As of 10/18/24 Expenditure | As of 10/18/24 Obligation |
| | | Appropriations | Exponentaro | - Conganon |
| R61e | Dispatch Consoles | 543,820.85 | 543,820.85 | 0.00 |
| | Biopateri Concoles | 0.10,020.00 | 010,020.00 | 0.00 |
| R61f | Fairfield Center Purchase | 2,708,752.85 | 2,708,752.85 | 0.00 |
| | , aminora deliter i arenado | 2,1 00,1 02.00 | 2,1 00,1 02.00 | 0.00 |
| R61g | Fairfield Center Renovation | 3,344,528.02 | 2,766,851.37 | 577,676.65 |
| R61h | Community School Attendance | 0,0 : :,0=0:0= | | 37.7,07.07.00 |
| TO III | Program | 501,137.00 | 376,275.63 | 5,718.95 |
| R61i | | | | |
| | Workforce Center Expansion | 0.00 | 0.00 | 0.00 |
| R61j | | | | |
| • | Smart Growth | 197,657.97 | 197,657.97 | 0.00 |
| R61k | United Way and Dolly Parton's | | | |
| | Imagination Library | 25,000.00 | 25,000.00 | 0.00 |
| R61I | Auditor Historical Records 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 | 457,422.00 | 301,139.25 | 156,282.75 |
| R61s | MAPSYS Custom Taxing Authority | | | |
| | Management Application | 52,433.00 | 10,000.00 | 42,433.00 |
| R61t | County Radios | 61,537.50 | 0.00 | 0.00 |
| R61u | Transportation | 243,000.00 | 243,000.00 | 0.00 |
| R517a | Beavers Field Utilities | 36,606.46 | 36,606.46 | 0.00 |
| Revenue Loss | | 9,988,925.55 | 8,988,822.20 | 819,423.43 |
| | | 0,000,020.00 | 0,000,022.20 | 010,420.40 |
| | | | | |

ADMINISTRATIVE AUTHORITY ITEMS FAIRFIELD COUNTY COMMISSIONERS' OFFICE OCTOBER 14, 2024 TO October 20, 2024

Fairfield County Auditor- Finance

| AA.10.14-2024.a | An Administrative Approval for the Tyler Technologies quote for an Investment Assessment [Auditor- Finance] |
|-----------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | Fairfield County Commissioners |
| AA.10.16-2024.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 \$75,000 per invoice. [Commissioners] |
| AA.10.16-2024.b | 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] |
| | Fairfield County Facilities |
| AA.10.17-2024.a | An Administrative Approval for Professional Services to create bid package and schematic design for proper installation of Root Top HVAC systems at 239 West Main Government Services Center [Facilities] |
| | Fairfield County Family and Children First Council |
| AA.10.16-2024.c | Administrator Approval of a Subaward Amendment between the Research Institute at Nationwide Children's Hospital and Family and Children First Council for Concrete Supports for State Fiscal Year 2025 [Family and Children First Council] |

From the \$30,606,902.00 received as the first and second tranche of fiscal recovery funds. \$30,471,831.74 has been appropriated, \$25,122,325.48 expended, \$4,193,277.88 encumbered or obligated.

| Project/Category | | As of 10/18/24 Appropriations | As of 10/18/24 Expenditure | As of 10/18/24 Obligation |
|----------------------------|-------------------------|----------------------------------|-------------------------------|------------------------------|
| Administration | | | | |
| R71a | Administrative Expenses | 591,798.66 | 385,446.78 | 0.00 |
| Subtotal Administration | | 591,798.66 | 385,446.78 | 0.00 |
| Grand Total | | \$30,471,831.74 | \$25,122,325.48 | \$4,193,277.88 |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

There are multiple projects under review in addition to the projects already approved.

The county will be using a community visioning process to inform final decisions and prepare for the second tranche, as well as prepare for broad community goals, beyond the fiscal recovery program. We expect a report for the community strategic plan by the end of 2021. The county will be using the theme of Fairfield Forward for strategic planning. There are two main uses that stand out for Fairfield County's fiscal recovery:

- 1. Responding to the public health emergency with respect to the COVID19 or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality.
- 2. Making necessary investments in water, sewer, or broadband infrastructure.

As we think about the first purpose, we are required to:

- Identify a need or negative impact of the public health emergency.
- Identify how the county investment would specifically address that need, and
- Readily explain how the investment helps the county respond to the disease or the harmful economic consequences of the economic disruption.

Project Listing

Public Health

R15a Public Health, PPE

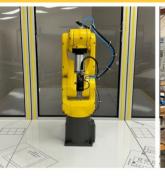


Engineering Tech Lab Ribbon Cutting

Wednesday, November 6 at 4 p.m. 4465 Coonpath Road NW, Carroll, OH

The Fairfield County Commissioners cordially invite you to celebrate the opening of the Fairfield County Workforce Center's engineering tech lab.

This \$3.5 million renovation includes state of the art equipment to train future workers in advanced manufacturing and ensure they have the skills for long careers.







Presented in partnership with:









November 21, 2024 • 8:30 a.m.

Join us for our ANNUAL MEETING at Alley Park • Breakfast Included

2805 Old Logan Rd. SE, Lancaster, OH 43130

Guest Speakers: State FCFC Executive Director Elisha Cangelosi and Assistant Executive Director Colleen Tucker



To: Fairfield County Commissioners & Staff

From: Dr. Carri Brown, County Auditor

Date: October 17, 2024

Subjects: Fact Sheet of Demographic Statistics, Looking at the Last Decade

During the October meeting with the Tri-County Area Board of Realtors (with Licking, Fairfield, and Franklin Counties), a popular fact sheet was the "then and now" fact sheet which includes demographic and economic statistics.

That fact sheet has been updated to compare 2015 to 2024, or the most recent data available. It is attached.

- In Fairfield County over the past decade, the population has increased 5.27%, reaching an estimated 167,764.
- For this time period, we have a higher per capita personal income and higher median income, and we are slightly older.
- More people have a Bachelor's Degree or higher, and unemployment is lower.
- The average residential sales price increased about 84.64%, reaching above \$333K.



FAIRFIELD COUNTY THEN & NOW

| 2015 | | 2024 OR MOST RECENT YEAR |
|--------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------|
| 159,371 | Population (Control of the Control o | 167,764 5.27% INCREASE |
| \$ 28,099 | Per Capita Income | \$38,783 38.02% INCREASE |
| \$60, 7 04 | Median Household Income | \$ 82,969 36.68% INCREASE |
| 38.7 years | Median Age | 39.5 years |
| 25.9% | Bachelor's Degree or Higher | 31.1% |
| 4.3% | Unemployment | t Rate 3.1% |
| \$180, 5 00 | Avgerage Residential Sales Price | \$333,283 84.64% INCREASE |

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



October 17, 2024

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

The week began with a team meeting where we took of picture to Celebrate Women and the Rivet Society. We also sent letters to support other women leaders who have supported our office with our **education and outreach efforts**.

During the senior leadership team meeting, we planned the January 6th 2025 retreat – our fourth annual *strategic planning retreat! There is a good plan in place.*

Thanks to Bev Hoskinson for organizing a record for the Wednesday Word to the Wise documents. This will be helpful for auditing purposes.

Rachel Elsea and Michelle Wright began the second NACo Leadership Academy course this week.

We have updated a popular fact sheet that reviews **demographic information over the last decade.**

Carri provided planning information to Lithopolis leaders to help them prepare for *a Tax Incentive Review Council*.

The Making Numbers Count Seminar was held on October 16th. Thanks to Bev Hoskinson and team for their leadership and planning. There was a lot of positive feedback about this seminar.

On October 17th, we began planning for the (over)communication of the sexennial update that will occur in 2025.

Thanks to Dave Burgei for attending the Housing Summit on October 18th.

Thanks to Rachel Elsea for attending the County Engineer's "Roadeo" on the same day.



VALEDA A. SLONE Clerk

FAIRFIELD COUNTY MUNICIPAL COUR

136 West Main Street

Post Office Box 2390

Lancaster, Ohio 43130-5390

Telephone: 740-687-6621

E-mail:

clerk@fcmcourt.org

Web:

www.fcmcourt.org

October 15, 2024

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

Fees collected in the Fairfield County Municipal Court, Criminal/Traffic Division, for the month of September, 2024.

| 10% OSP Fines | \$1,360.01 |
|--------------------------|------------|
| Regular Fines | |
| Uniform Fines | |
| Gross Overload | |
| 50% Liquor Fines | |
| OVI Housing | |
| Sheriff's Department OVI | |
| Affidavit of Indigency | |
| Dog Fines | |
| Parks & Recreation | |
| Parks & Recreation OVI | |
| Witness Fees | |
| Expungement Fees | |
| Jury Fees | |
| v | |

Sincerely,

a Sine

Valeda A. Slone Clerk of Court

Fairfield County Commissioners

Fairfield County Engineer Sheriff Alex Lape (FCSO) Deputy Robert Mead (FCSO) Fairfield County Dog Shelter

enclosures /tlh

(I) County Uniform/Regular Fine Report

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Moss, Larry E Jr
Hattoum, Valerie R
Green, Heath A
Peters, Phillip G
Toalston, Eric W
Ferguson, Dustin L
Courtney, Brittany N
Gantner, Casmen J
Herbert, James M
Crockett, Michael K
Creckitti, Teresa D
Waits, Christina
Hamlin, Seth A
Lettieri, Nicholas A
Johnson, Matthew A
Johnson, Charles S
Heft, Harold t, Valerie M
Griffith Smith, Valerie M
Tendongmoh, Ryamson T
Sargent, Jon S
Readman, Carolyn A
Melior, Jessica N
Dickey, Brian A
A Anderson, James E
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B Anderson, James E
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C Anderson, Jame Hwy Saftey Section No Total Fine Uniform Regular Hwy Maint. Receipt No Case Number Defendant Date 25.00 150.00 AACCAB 967.00 25.000 255.000 255.000 255.000 525.000 25.00 150.00 25.00 25.00 25.00 25.00 25.00 .00 BAABAA 20.00 1516.00 25.00 25.00 4.00 A 150.00 200.000 200.000 200.000 200.000 200.000 Α 25.00 Α 25.00 .00 25.00 25.00 25.00 25.00 25.00 250.00 25.00 25.00

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(I) County Uniform/Regular Fine Report

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| 09/16/2024 24122556 09/16/2024 24122556 09/16/2024 24122556 09/16/2024 241225 09/16/2024 241225 09/16/2024 241225 | TRC 1603244 TRC 1610002 CRB 220002 CRB 1200164 TRC 190845 TRC 1908466 CRB 220166 | Morris, Robert L II A Shonk, Justin T A Shonk, Justin T A Varner, Justin E A Starkey, Jessica M A Starkey, Jessica M A Kargbo, Hulamatu M | 4511.19A1 45917.11 2903.21 4511.19A1 4511.19A1 2903.13A | 150.000 255.000 150.000 25.000 | 150:00 25:00 150:00 .00 | 25.00 25.00 25.00 | | |

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(I) County Uniform/Regular Fine Report

Defendant

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A Rosario Molina, Luis F
A Meadows, Nathaniel A
A Meadows, Nathaniel A
A Meadows, Nathaniel A
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B Meadows, Nathaniel A
A Bratka, Donna J
Poston, Bryan D
Adams, Marta S
A Bratka, Donna J
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Adams, Marta S
A Bratka, Donna J
Poston, Bryan D
Adams, Mary L
Sowders, Joshua
A Abrego Becerril, Juan
Tootle, Cody S
Dupler, Amber M
Pobe, Kershauna A
A Woods, James D
A Schuen, Gary R
Watson, John M
A Underdown, Samuel R
C Gatwood, Travis C
A Dunn, Demmion D
A Gialluca, Michael V
Greene, Scott A
Norwood, Phillip M
Wisccarver, Jamie A
A Delong, Dusty R Jr
A Bush, Annissa S
HalliEarl E
Lewellyn, Nicholas A
A Hamani, Soumana
Newsome, Kevin L Jr
A Kirk, Kimberly K
B Bachman, Troy E
Copeland, Emma N
Dilley, Eric C
B Ndatabaye, Patrick
Fair, Courtney C
Lucas, Jared W
Culbertson, Kayden D
Call, Emanuel E Sr
Willis, Joshua J
Willis, Joshua J
Kumarasamy, Sivarajan
Rundio, Jacob M
Christian, Kayleen E
Maple, Lana K
Stoltz, Patience M
A Smith, Travis J
Bowers, Jourdan
Gilkerson, Randy L
Mocallister, William D Jr
A Ruh, Christopher D
A Carr, Justin J Section No Total Fine Uniform Reqular Hwy Maint. Hwy Saftey 67.00 25.00 25.00 25.00 25.00 25.00 25.00 150.00 100.00 25.00 25.00 25.00 619.00 25.00 25.00 25.00 25.00 25.00 25.00 .00 50.00 25.00 25.00 25.00 25.00 25.00 25.00 255.00 255.00 50.00 50.00 . 00 25.00 25.00 320.00 25.00

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(I) County Uniform/Regular Fine Report

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(I) County Uniform/Regular Fine Report

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| Date | Receipt No | Case Number | Defendant | Section No | Total Fine | Uniform | Regular | Hwy Maint. | Hwy Saftey |
|------------|------------|---------------|-------------------|------------|------------|---------|---------|------------|------------|
| 09/30/2024 | 2413196 | TRD 1802298 D | Burton, William G | 4549.08 | .00 | .00 | | | |
| | | Grand Totals | ~> | | 15279.60 | 5869.60 | 3142.00 | 6268.00 | .00 |

TOTAL for 2911.2102: \$

LANCASTER FAIRFIELD COUNTY

CHAMBER NETWORKER

EVENTS • NEWS • UPDATES

October 18, 2024



Aging In Place Healthcare Agency is our Newsletter Sponsor of the Week. Thank you for your continued support!

CHAMBER NEWS

JUST RELEASED:

2025 MAJOR EVENT CALENDAR

Marquee events presented by the

Lancaster Fairfield County Chamber of Commerce



State of the City Address

Thursday, Feb. 13 • 11:30 a.m.

Crossroads Ministry Center

2095 W. Fair Ave., Lancaster

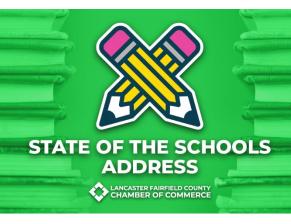
Fairfield County Safety Fair

Tuesday, March 4 • 11:30 a.m.

Fairfield County Workforce Center

4465 Coonpath Road NW, Carroll





Local Civics Bee - Live Event

Wednesday, March 19 - 10 a.m.

Location TBA

State of the Schools Address

Thursday, March 27 • 11:30 a.m.

Stanbery Career Center

345 E. Mulberry St., Lancaster





Leadership Presentations

Friday, April 25 • 11:30 a.m.

Fairfield County Workforce Center

4465 Coonpath Road NW, Carroll

2025 Awards & Trade Show

Thursday, May 8 • 4:30 p.m.

Fisher Catholic High School

1803 Granville Pike, Lancaster









39th ATHENA Banquet

Thursday, Aug. 7 • 5:30 p.m.

The Mill Event Center

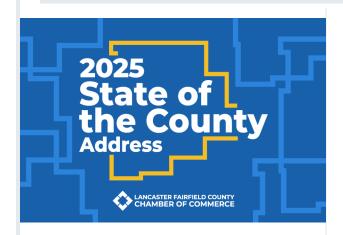
431 S. Columbus St., Lancaster

Annual Golf Outing

Friday, Sept. 12 • 8 a.m.

The View Golf Club

1511 George Road NE, Lancaster



State of the County Address

Tuesday, Sept. 30 • 11:30 a.m.

Sheridan Center

1550 Sheridan Drive, Lancaster

BECOME AN EVENT SPONSOR

Invest in Chamber event sponsorships and reach hundreds of area professionals.

Call and ask for availability:

740-653-8251

Two-Part Small Business University

"The River of Revenue"

Tuesday, Oct. 29 • Thursday, Nov. 7



Learn how to establish sales practices that serve more people, build more relationships, increase impact, and grow revenues.

Location:

Fairfield County Ag Center

831 College Ave., Lancaster

Session #1:

Tuesday, Oct. 29

Lunch and networking - 12 p.m.

Presentation: 12:30 p.m.

Session #2:

Thursday, Nov. 7

Lunch and networking - 12 p.m.

Presentation: 12:30 p.m.

Cost: \$50 Per Person

One registration includes both sessions; Lunch provided at each session

Members at the Promoter level may qualify for free registrations!

Contact Cheryl Barber at cheryl@lancoc.org or call 740-653-8251 for eligibility

Register Here

SBU Registrations Close Thursday, Oct. 24 at 4 p.m.

CHAMBER OFFICE RENOVATIONS

Furniture Items Available - Claim Them Before They're Gone!

The Lancaster Fairfield County Chamber of Commerce is preparing for a muchneeded office remodel.

Several pieces of office furniture are available for our non-profit members, including:

Three large desks

Two solid wood credenzas

Small bookcase

If your non-profit organization might be interested in these items, please call 740-653-8251 and we can schedule a time for you to look them over.

Join The Business Spotlight Podcast!



Promote your business through this unique opportunity exclusively available to members of the Lancaster Fairfield County Chamber of Commerce.

Incorporate the Business Spotlight Podcast into your marketing plans. Podcast episodes are easily sharable across any social media platform, allowing your audience and potential customers to learn more about the services your business provdes.

Want to join the podcast? Click the link below or visit <u>lancoc.org/podcast</u> for details.

Download Podcast Information Sheet



Congratulations to **Wagnalls Memorial Library** on the grand-opening of your new audio & video studio! The newest addition to Wagnalls was made possible with the help of grant funding through the Fairfield County Foundation. Anyone with a library card can access the studio for podcasts, interviews and many more possibilities!



Congratulations to **Lancaster Parks & Recreation** on the grand-opening of eight new pickleball courts at the Olivedale Senior Center, AND the grand-reopening of the Martens Park Bridge. Both projects will serve the community well!

Ribbon Cuttings

LANCASTER FAIRFIELD COUNTY CHAMBER OF COMMERCE



Axxis Title Agency

Wednesday, Nov. 6 • 12 p.m.

1512 Hubbard Drive, Lancaster

Grand Opening!

Details



Fairfield County Workforce Center

Wednesday, Nov. 6 • 4 p.m..

4465 Coonpath Road NW, Carroll

Engineer Tech Lab Grand-Opening!

Details



See a full list of Chamber events on our website!

Click to View Events

NEW FEATURE:

MEMBER NEWS ON THE CHAMBER WEBSITE

* Stay up-to-date on Lancaster and Fairfield County business news *

Businesses and organizations who receive marketing benefits* as part of their membership can now have press releases published directly on the Chamber's website at lancoc.org/news.

Have news you would like to share? Submit content to Marketing Coordinator Logan Weaver at logan@lancoc.org.

*Marketing benefits available to members at the Promoter level or higher and those at our Non-Profit tier

MEMBER NEWS



FAIRHOPE
Hospice &
Palliative Care
mourns the loss of
Dr. Gordon B.
Snider.



Enjoy fun fall activities with the family at Geneva Hills during their Firelight Friday series tonight!



The Trail of Scarecrows is officially underway! Find every unique, fun, artistic and wacky scarecrow display

throughout
Fairfield County.



Visit Downtown Lancaster Saturday, Oct. 19 for the annual Fall Festival, Bark In The Park, and Downtown's Trickor-Treat!



Second Chance
Purses, a benefit
for The Lighthouse
Domestic Violence
Shelter, takes
place Saturday,
Oct. 19.



Connexion West hosting Womens Unarmed Self-Defense Training with the Fairfield County Sheriff's Office on Thursday, Oct. 24.



Fairfield County
Foundation
receives additional
\$35k donation for
upcoming 35-Hour
Give event in
December.



Join the FMC
Foundation for
their annual Red
Heart Gala Food &
Wine Tasting
Fundraiser Oct. 25
in Lithopolis.



Fairfield County
Sheriff's Office
participating in
National Drug
Takeback Day Oct.
26 in Canal
Winchester and
Pickerington.



Lancaster-Fairfield
County Charity
Newsies accepting
candy donations
for upcoming
Ghoulish Gales
Trick-Or-Treat
Event at Lancaster
High School on
Oct. 29.



Fairfield County
Health
Department's Fall
Health Fest takes
place Saturday,
Nov. 2nd.



Come out to The Mill Event Center for their 80s/90s Throwback Party on Saturday, Nov. 2 and Comedy Night Saturday, Nov. 16.



Election Info:

Fairfield County ADAMH seeking to renew current levy.



Fairfield County District Library hosting a Local Author Fair Saturday, Nov. 9 from 11 to 4.



Learn how to
"Build A Business
You Can Sell" with
ActioCOACH of
Central Ohio
Friday, Nov. 15.

JOB BOARD Click HERE to view more listings

Hiring? Promote your open positions on the Chamber's job board.

ALL MEMBERS Can Submit Job Postings!

Log-in to your Chamber profile or email openings here.

Don't have a login? Click HERE.

Content can only be submitted through Chamber profiles using primary contact logins.

For assistance with your Chamber login, contact Logan Weaver at 740-653-8251.



VP of Broadband

South Central Power Co.



Director of Development & Marketing

The Lighthouse



Executive Director

Reflections Retirement



Business Office Manager

Springs At Wyandot Trail



Business Development Manager

MRA-Columbus



Sales Director

Primrose Retirement



Firm Administrator

Stebelton Snider LPA



Hospice Social Worker

FAIRHOPE Hospice & Palliative Care



Commercial HVAC Foreman

Accurate Heating, Cooling & Plumbing



Account Manager

State Electric Supply Co.



Transit
Operations
Manager

Fairfield County



Teller

Atomic Credit Union



General Manager

Cristy's Pizza



Stand Manager

7 Brew Drive-Thru Coffee



Multiple Positions

Provisions Bakery & Deli

MARKETPLACE





Central IT Dept, LLC

Free General IT Support For Members!

Member-to-Member Exclusive Deal!

Learn More



Long On Life, LLC

Free Guest Pass - SALTY Sales Training

Member-to-Member Exclusive Deal!

Learn More



Spectrum Business

New Customers: Switch to Business Internet & Voice and Receive 1 FREE Mobile Line!

Learn More



Spectrum Business

New Bar & Restaurant Customers: Get Internet, Phone, and TV service for \$89.97/month and receive a free Smart TV!

Learn More

COMMUNITY INFO

Commercial & Industrial Property Listings

Lancaster • Fairfield County





<u>View Listings</u>

View Listings

TRAINING OPPORTUNITIES

 Check out virtual training opportunities being offered by the Ohio Small Business Development Centers in October - LEARN MORE.

COMMUNITY NEWS & EVENTS

- Freedom's Never Free 2024 Honors Veterans and First-Responders Oct. 31 through Nov. 2 at the Fairfield County Fairgrounds. <u>DETAILS</u>.
- Better Business Bureau to host "Toast To Trusted Leaders", featuring the BBB Torch Awards for Ethics and Spark Awards, Nov. 13 at The Bluestone in Columbus - DETAILS.

 PartyPlus Party & Event Rentals in Lancaster is for sale. Contact Brad Hutchinson and The Mithoff Companies for more information. <u>DETAILS</u>.

Community Champions

The Leaders The Influencers

Fairfield Medical Center Fairfield Federal

Friendly Bremen Banking Center Kumler Collision and Automotive

<u>Park National Bank</u> <u>South Central Power Co.</u>

The Advocates

Accurate Heating, Cooling & Plumbing

Aging In Place Home Healthcare Agency

Arbuckle Phayer Accounting Group

Buckeye Automotive Family

Buckeye Lake Marina

Buckeye Metal Works

Cirba Solutions

Clark Insurance

Claypool Electric

Dagger Law

Exterior Improvements

Fairfield Homes, Inc.

FAIRHOPE Hospice & Palliative Care

Frank E. Smith Funeral Home/Crematory

Google

Harper Family McDonald's

JC & Company

Lancaster Bingo Company

Mid West Fabricating Co.

National Grid Renewables

Peterman Brothers Heating & Cooling

SERVPRO of Fairfield County

Stebelton Snider LPA

The Savings Bank



109 N Broad Street Suite 100, Lancaster, OH 43130

740-653-8251













DATE: October 9, 2024

TO: Fairfield County Commissioners

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

Commissioners, Davis, Fix, and Levacy,

Thank you for the time and effort you dedicate to your roles as representatives of the citizens of Fairfield County. On Tuesday, October 8th, I and three others presented a resolution detailing many problems identified in Ohio's certified results of the 2022 election. Thank you for the opportunity to share our concerns and present our resolution.

It is my hope that you will seriously consider your role in helping the citizens of Ohio to regain confidence in our elections. By signing and forwarding the Resolution to the Secretary of State, you will strengthen his ability to take necessary action to clean-up the voter rolls and strengthen our election systems.

I am happy to discuss our concerns and answer any questions you may have about the resolution. As long as good people ignore the issue, it can only grow larger and more threatening.

Thank you

Ed Mulholland

740-891-8922

Retired Executive

US Army Veteran



Fairfield/Perry County FSA

Drought Assistance Programs

<u>Livestock Forage Disaster Program</u> – Provides assistance to eligible livestock producers who have suffered grazing losses for covered livestock. The eligible covered livestock categories are cattle, beefalo, buffalo, equine, sheep, goats, deer, elk, reindeer, alpacas, emu, llamas, ostrich.

<u>ELAP: Livestock Assistance</u> – USDA expanded ELAP to help droughtstricken producers cover above normal transportation costs due to hauling water and feed or hauling livestock to forage or other feeding locations.

Please call 740-653-4012 to sign up or for more information.

USDA is an equal opportunity provider, employer and lender.

United States
Department of Agriculture
Fairfield/Perry County Farm Service Agency
831 College Ave, Suite A
Lancaster, OH 43130



BERNE TOWNSHIP BOARD OF TRUSTEES

Stephen Schmelzer, Trustee Kelly Shull, Trustee James Uhl, Trustee Amy Oxley, Fiscal Officer

112 N. Canal Street – Box 267 Sugar Grove, Ohio 43155

10-15-2024

Steve Davis, Jeff Fix, David Levacy 210 E. Min St., Room 301 Lancaster Ohio, 43130

RE: Case #24-0495-EL-BGN

Dear Mr. Steve Davis, Mr. Jeff Fix and Mr. David Levacy,

We are sending you this letter as the elected Board of Trustee's for Berne Township in Fairfield County asking you to deny EDF-Renewables' Eastern Cottontail utility-scale solar project.

Our concerns include the loss of prime farmland, damage to field tiles and the loss of a generation of farmers who know how to care for the land. We are also concerned that property rights of nearby and adjoining landowners need to be protected. In addition, we do not want to see the impact this could have on wildlife in the area.

Again, we ask you to deny the Easter Cottontail solar project.

Thank you for your time,

Berne Township Trustees PO Box 267 Sugar Grove, Ohio 43155

Stephen Schmelzer

Kelly Shull

Kelly E, SLA

James Uhl

James HUlf

United Way Employee Giving



What is United Way?

United Way is primarily a fundraising organization that collects funds through donations and grants

These funds are distributed to local service agencies through an allocation process

This allows agencies to focus on their programs and not have to spend as much time and resources on fundraising

Who does United Way fund?

United Way focuses on three Bold Goals when it comes to what we fund within Fairfield County:

Education Improving literacy, kindergarten readiness, and ability to receive an education in Fairfield County

Health-Improving accessibility to resources such as food and shelter

Income Improving people's ability to find jobs, transportation, and the skills necessary to work

Who does United Way fund?

- American Red Cross
- Big Brothers Big Sisters
- Boy Scouts of America
- Canal Winchester Human Services
- Fairfield Center for Independence
 - Feeding our Future
 - Foundation Dinners
 - Foundation Shelters
 - Girl Scouts of Ohio's Heartland Council
 - Harcum House
 - Hardbarger Impact Ministries
 - 2-1-1 Information & Referral

- Lancaster-Fairfield Community Action
 Agency
 - Lighthouse
 - Lutheran Social Services
 - Maywood Mission
 - Mid-Ohio Psychological Services
- New Horizons Mental Health Services
 - Pickerington Food Pantry
- Pickerington Schools WISE Program
 - Robert K. Fox Family YMCA
 - Salvation Army
 - Samaritan Center
 - TeenWorks

Employee Giving with United Way

Each organization that has decided to run an internal campaign for United \
Fairfield County has an appointed Campaign Coordinator

The Campaign Coordinator your organization has chosen is responsible communicating information about United Way to their organization, as we distributing pledge forms to collect employee donations.

If you have any questions about United Way or the campaign, your campa coordinator should know the answers! If not, they know how to contact the operation person at United Way who will.

How does it work?

There are two ways that a United Way campaign can be done within your organization

Option #1: Payroll

- With payrol Prediction, you will fill out a pledge form that will indicate how much and how frequently you would like to give.
- Your campaign coordinator will collect these and make sure the appropriate person receives them within your organization
- The amount you pledged will be deducted from your payroll
- Once you are set up for payroll deduction, you do not need to do anything else for the rest of the campaign

Option #2: Online

- If your organ it is not allow Payroll Deduction, those who want to give can choose to give through the online donation portal.
- These donations can be set up to reoccur, or they can be a one-time gift.
- When making these donations, make sure to indicate what organization you would like your donation to be associated with so that we can properly recognize the generosity of your organization at the end of campaign season.



Fair Share

Fair Share giving is a form of recurring donation based on your wage or salary.

Donors that participate in Fair Share give 1 hour of pay per pay period. If you are a salaried employee, check with your HR department to figure out what that amount would be for you.

Those who choose to participate in Fair Share giving will be entered into a drawing with a top prize of \$10,000 cash. Twenty other winners will receive \$100 cash

Where exactly does my donation go?

Most donations go into the United Way allocation fund. Each year, these funds are collected and then distributed among the list of agencies you saw earlier.

However, you can choose to designate your donation to any agency with a 501(c)3 designation. If you are particularly passionate about a certain cause or organization, this is a great way to ensure that your donation makes a difference in an area you would like to support.

Dolly's Imagination Library

One of the programs we are proud to support and manage for our county is Dolly's Imagination Library

With this program, ANY child aged 0-5 in Fairfield County can register to receive one free book a month

Currently in Fairfield County, we have about 50% of eligible children registered.

Governor Mike DeWine's office covers half of the costs associated with this program, and we cover the other half for Fairfield County!

One donation of \$26 can sponsor books for one child for an entire year.



Feeding Our Future

Another program we support is called Feeding Our Future.

This program is largely financed by United Way, and operations are run by local food pantries.

Students that receive free or reduced lunches can be signed up for this program to receive food to be sent home with them after school!

VITA/TCE Tax Program

The United Way of Fairfield County provides a program that allows anyone that is over the age of 60 OR has an income under a certain amount (\$64,000 last year) to get their taxes done at no cost to them.

Last year, we helped over 1,200 people file their taxes, and the total returns filed amounted to over \$1.2 million.

In Conclusion

We are incredibly grateful for the support our community provides to not only the United Way of Fairfield County, but to all of our partners and allocated agencies as well.

You can play a part in some of the amazing things that are accomplished by these agencies each year by becoming a United Way donor.

United We Shine!



REGULAR MEETING #46 - 2024 FAIRFIELD COUNTY COMMISSIONERS' OFFICE OCTOBER 22, 2024

AGENDA FOR TUESDAY, OCTOBER 22, 2024

| 9:00 AM | Review |
|--------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | Regular Meeting |
| | Pledge of Allegiance |
| | Announcements |
| | Approval of Minutes for October 15, 2024 |
| | Approval of Budget Hearing Minutes for October 15, 2024 |
| | Commissioners |
| 2024-10.22.a | A resolution approving the reappointment of Dr. Glenn Burns to the Fairfield County Airport Authority Board. [Commissioners] |
| 2024-10.22.b | A resolution to certify consistency of the Fairfield Metropolitan Housing Authority 2025 Annual Plan with the Fairfield County's Community Housing Improvement Strategy (CHIS) [Commissioners] |
| 2024-10.22.c | A Resolution to Approve the 2025 Fairfield County Holiday Schedule [Commissioners] |
| 2024-10.22.d | A resolution renewing a contract with the City of Lancaster and the Board of Commissioners, for Criminal Prosecution Services [Commissioners] |
| 2024-10.22.e | A resolution to appropriate from unappropriated in major expenditure object categories for the General Fund# 1001, Visitation Center. [Commissioners] |
| 2024-10.22.f | A resolution of memo transactions for the purchase of 1550 Sheridan property. [Commissioners] |
| 2024-10.22.g | A resolution to appropriate from unappropriated in major expenditure object categories for the Health Insurance Fund# 5376. [Commissioners] |
| 2024-10.22.h | A resolution to appropriate from unappropriated in major expenditure object categories for the General Fund# 1001. [Commissioners] |
| 2024-10.22.i | A resolution to appropriate from unappropriated in major expenditure object categories for the General Fund# 1001. [Commissioners] |

| | Fairfield County Economic & Workforce Development |
|--------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 2024-10.22.j | A Resolution authorizing the Development and Compensation agreement with Roebling Development Company, a Kentucky corporation [Economic & Workforce Development] |
| | Fairfield County Emergency Management Agency |
| 2024-10.22.k | A resolution to approve a Grant Agreement between Fairfield County Board of Commissioners and Ohio Emergency Management Agency for the FY22 HMEP Year 3 Grant Award. [EMA] |
| | Fairfield County Engineer |
| 2024-10.22.I | A resolution to approve an Intergovernmental Agreement relative to the Basil-Western Road Realignment Project Phase 2A. [Engineer] |
| 2024-10.22.m | A resolution to approve a Change Order for the 2024 Pavement Markings Project. [Engineer] |
| 2024-10.22.n | A resolution to approve a Change Order for the Salt Barn Concrete Pavement Project. [Engineer] |
| | Fairfield County Facilities |
| 2024-10.22.0 | A Resolution Authorizing the Approval of an Agreement for the Replacement of the roof of the Government Service Center with Garland DBS Inc. [Facilities] |
| 2024-10.22.p | A resolution for a Change Order #4 to the Contract with Gutknecht Construction and the Fairfield County Commissioners [Facilities] |
| | Fairfield County Family and Children First Council |
| 2024-10.22.q | A resolution to approve a memo exp./ memo receipt for the costs of Personnel for September Activity paid to Fairfield County Health Departments as a memo expenditure for fund# 7521 Family Children First Council [Family and Children First Council] |
| | Fairfield County Job and Family Services |
| 2024-10.22.r | A resolution regarding a Purchase of Service Agreement between Eastland-Fairfield Career & Technical Schools and Job & Family Services, Workforce Development Services Division [JFS] |
| 2024-10.22.s | A resolution to request for appropriations for Fairfield County Job & Family Services; Public Assistance Fund # 2018. [JFS] |
| 2024-10.22.t | A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Fairfield County JFS; Fund # 2018, Public Assistance Fund [JFS] |
| 2024-10.22.u | A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Fairfield County JFS; Fund # 2018, Public Assistance Fund [JFS] |

| 2024-10.22.v | A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Fairfield County JFS; Fund # 2015, Child Support Enforcement Agency [JFS] |
|---------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 2024-10.22.w | A Resolution Approving an Account-to-Account Transfer into a Major Expenditure Object Category – Fund # 2018, Public Assistance [JFS] |
| 2024-10.22.x | 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] |
| 2024-10.22.y | 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] |
| 2024-10.22.z | A resolution authorizing the approval of a data use agreement by and between Fairfield County Job & Family Services, Protective Services Department and Kaye Implementation and Evaluation ("KI&E"). [JFS] |
| | Fairfield County Juvenile/Probate Court |
| 2024-10.22.aa | A resolution to approve additional appropriations by appropriating from unappropriated into a major expense object category – Fund #2036 Department of Youth Services (reclaim) Fund [Juvenile/Probate Court] |
| 2024-10.22.bb | A resolution to approve additional appropriations by appropriating from unappropriated into a major expense object category – Fund #2036 Department of Youth Services (reclaim) Fund [Juvenile/Probate Court] |
| | Fairfield County Treasurer |
| 2024-10.22.cc | A resolution to approve proposals submitted for providing Financial Transaction Devices and Services Fairfield County Treasurer [Treasurer] |
| | Fairfield County Utilities Department |
| 2024-10.22.dd | A resolution for Suspension of the Water & Sewer Usage Fee Rate but Increases Connection Charge Fees for 2025 [Utilities] |
| 2024-10.22.ee | A resolution to appropriate from unappropriated in a major expenditure object category for Utilities Sewer Fund, 5044. [Utilities] |
| 2024-10.22.ff | A resolution to appropriate from unappropriated in a major expenditure object category for Utilities Water Fund 5046. [Utilities] |
| 2024-10.22.gg | A resolution to appropriate from unappropriated in a major expenditure object category for Utilities fund 5842. [Utilities] |
| 2024-10.22.hh | A resolution to appropriate from unappropriated in a major expenditure object category for Utilities; 5841, Contractual Services. [Utilities] |
| | South Central Major Crimes Unit |
| 2024-10.22.ii | A resolution authorizing an account to account transfer for MCU Fund 7864 (Subfund 8313) Recovery Ohio FY23 Grant [Sheriff - Major Crimes Unit] |

The next Regular Meeting is scheduled for October 29, 2024, at 9:00 a.m.

Adjourn

Budget Hearing, Soil & Water Conservation District, 11:00 a.m.

Budget Hearing, Treasurer, 11:15 a.m.

Budget Hearing, Clerk of Court, 11:30 a.m.

Budget Hearing, Economic & Workforce Development, 11:45 a.m.

Budget Hearing, Municipal Judges, 1:00 p.m.

Budget Hearing, Municipal Court, 1:15 p.m.

Budget Hearing, Family & Children First Council, 1:30 p.m.

Budget Hearing, Job & Family Services, 1:45 p.m.

Budget Hearing, Auditor, 2:00 p.m.

Regular Meeting #44 - 2024 Fairfield County Commissioners' Office October 15, 2024

Review Meeting

The Commissioners met at 9:00 a.m. at 210 E. Main St., Lancaster, OH. Commissioner Levacy called the meeting to order, and the following Commissioners were present: Jeff Fix and Dave Levacy. County employees present: County Administrator, Aundrea Cordle; Deputy County Administrator, Jeff Porter; Clerk to the Board of Commissioners, Rochelle Menningen; Communications & Information Coordinator, Bennett Niceswanger; Budget Director, Bart Hampson; Director of Job & Family Services, Corey Clark; IT Director, Dan Neeley; Economic and Workforce Development Director, Rick Szabrak; Utilities Director, Tony Vogel; Assistant Prosecuting Attorneys, Amy Brown-Thompson and Austin Lines; Auditor, Dr. Carri Brown; Recorder, Lisa McKenzie; Engineer, Jeremiah Upp; JFS Deputy Director, Heather O'Keefe; Interim RPC Director, Holly Matei; and Sheriff's Deputy, Kevin Romine. Also in attendance: Ray Stemen, Jo Price, Bruce Price, and Betty Bennett

Virtual attendees: Bryan Everitt, Greg Forquer, Shannon, Jeff Barron, Deborah, Jeanie Wears, Lynette Barnhart, Abby King, Lori Hawk, Jessica Murphy, Tony Howard, Tony Vogel, Shelby Hunt, Stacy Hicks, Lori Lovas, Bev Hoskinson, Andrew Boystel, and Britney Lee.

Welcome

Commissioner Levacy opened the meeting by welcoming everyone in attendance.

Public Comments

Ray Stemen of Lancaster stated that there are many things that Americans have to be grateful for.

Legal Update

There was no legal update.

County Administration Update

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

Week in Review

Nothing to report

Highlights of Resolutions

Administrative Approvals

The review packet contains a list of administrative approvals.

Resolution Review

There are 10 resolutions on the agenda for the Regular voting meeting.

Resolutions of note:

- A resolution to appropriate from unappropriated in major expenditure object categories for the General Fund for the Common Pleas recording system replacement
- A resolution accepting Victims of Crime Act (VOCA) and State Victims Assistance Act (SVAA) Grants for October 1, 2024 through September 30, 2025, grants to be administered by the County Prosecutor.
- A resolution to approve a grant agreement between the Commissions and Ohio EMA for the FY22 Hazardous Materials Emergency Preparedness Grant for year
 3.
- A resolution authorizing the Engineer to submit an application to participate in the Ohio Public Works Commission State Capital Improvement Program, and to execute contracts as required.

Budget Review

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

Calendar Review/Invitations Received

Items Requiring Response

Informational Items

- OhioMeansJobs/Fairfield County Job Fair, October 17, 2024, 4:00 p.m. 6:00 p.m., Fairfield County Workforce Center, 4465 Coonpath Rd. NW, Carroll
- CCAO Regional Housing Summit, Wigwam Event Center, 10190 Blacklick Eastern Rd., Pickerington
- Ohio University's Executive Vice President and Provost Visit, Thursday, October 24, 2024, 2:30 p.m. 3:15 p.m., Raymond S. Wilkes Art Gallery in Brasee Hall, Ohio University-Lancaster, 1570 Granville Pike, Lancaster

Correspondence

- Letter, Lancaster Engineering, October 3, 2024, Regarding: East Main Street (U.S. Route 22) Sidewalk Improvement Project, FAI-USR22-15.58 (PID #1122006)
- Press Release, Office of the County Auditor, October 9, 2024, "Fairfield County Auditor Announces Receipt of State Award of Distinction"
- Memo, Fairfield County Auditor, Dr. Carri Brown, October 10, 2024, Subjects: November MCJDC Meeting, Local Government Funds Formula, and GIS Day November MCJDC Meeting, Local Government Funds Formula, and GIS Day
- Fairfield County Auditor's Wins of the Week, October 10, 2024
- Flyer, Fairfield County Park District, Upcoming Events October-November
- Correspondence Regarding Industrial Solar Projects
- Lancaster Fairfield County Chamber Networker newsletter, October 11, 2024

Old Business

Commissioners Fix and Levacy spoke about how much they enjoyed the Fairfield County Fair.

New Business

Commissioner Fix will be presenting at the Fairfield County Mayors Association this week as well as the upcoming housing symposium. The housing symposium will host many leaders from around Central Ohio with the purpose of discussing how best to address the housing shortage.

Engineer Upp stated his office is preparing for snow and ice removal. They will also be inspecting bridges this fall.

Commissioner Levacy stated that he heard the federal government might begin pushing EV trucks.

Engineer Upp stated the bridges are designed to carry a certain weight and these EV trucks weigh significantly more and might not be able to hold the extra weight from these vehicles.

Auditor Brown appreciates the fair board partnerships. Her office held several in-services for weights and measures. She thanked Clerk of Courts Meyer for expressing interest in partnering for the sale of dog licenses.

Commissioner Fix inquired about the formula for calculating local government funds, and asked how it was determined.

Auditor Brown stated that original formula was based on population. There is a meeting every 5 years to review the standing formula and consider changes.

Director Szabrak hosted a meeting for Coshocton County at the Workforce Center which is considering adding a similar facility in their own county.

Director Neeley stated the internet issues from earlier in the morning had been resolved. He added that October is cybersecurity awareness month and reported that approximately 60% of county employees had already completed their cybersecurity training for this year.

Director Clark spoke on the upcoming Job Fair which he anticipates a high turnout for.

Regular (Voting) Meeting

The Commissioners met at 9:00 a.m. at 210 E. Main St., Lancaster, OH. Commissioner Levacy called the meeting to order, and the following Commissioners were present: Jeff Fix and Dave 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; Director of Job & Family Services, Corey Clark; IT Director, Dan Neeley; Economic and Workforce Development Director, Rick Szabrak; Utilities Director, Tony Vogel; Assistant Prosecuting Attorneys, Amy Brown-Thompson and Austin Lines; Auditor, Dr. Carri Brown; Recorder, Lisa McKenzie; Engineer, Jeremiah Upp; JFS Deputy Director, Heather O'Keefe; Interim RPC Director, Holly Matei; and Sheriff's Deputy, Kevin Romine. Also in attendance: Ray Stemen, Jo Price, Bruce Price, and Betty Bennett

Virtual attendees: Bryan Everitt, Greg Forquer, Shannon, Jeff Barron, Deborah, Lynette Barnhart, Lori Hawk, Jessica Murphy, Tony Howard, Tony Vogel, Shelby Hunt, Stacy Hicks, Lori Lovas, and Britney Lee.

Announcements

None.

Approval of Minutes for October 8, 2024

On the motion of Jeff Fix and the second of Dave Levacy, the Board of Commissioners voted to approve the Minutes for the Tuesday, October 8, 2024, meeting.

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

Approval of Budget Hearing Minutes for October 8, 2024

On the motion of Jeff Fix and the second of Dave Levacy, the Board of Commissioners voted to approve the Budget Hearing Minutes for the Tuesday, October 8, 2024, meeting.

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

Approval of Resolutions from the Fairfield County Commissioners

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

| 2024-10.15.a | A resolution approving an account to account transfer in a major object expense category for the Facilities Budget, General Fund# 1001. |
|--------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 2024-10.15.b | A resolution to appropriate from unappropriated in major expenditure object categories for the General Fund# 1001. |
| 2024-10.15.c | A resolution approving account to account transfers in a major object expense category for the Record Center, General Fund# 1001. |
| 2024-10.15.d | A resolution approving an account to account transfers in a major object expense category for the Commissioners Office, General Fund# 1001. |
| 2024-10.15.e | A resolution to appropriate from unappropriated and account to account transfer in major expenditure object categories for the General Fund# 1001, Information Technology |

Administrator Cordle stated there is a resolution on to approve the purchase of equipment by the Court of Common Pleas.

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

Approval of Resolutions from the Fairfield County ADAMH Board

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

2024-10.15.f A Resolution to Approve a Reimbursement for Share of Costs for Liability Insurance Paid to CORSA as Memo Expenditure for Fund #2066

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

Approval of Resolutions from the Fairfield County Board of Developmental Disabilities

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

2024-10.15.g A resolution to approve a memo exp./ memo receipt for the cost of

transportation for individuals paid to Lancaster-Fairfield Public Transit as

a memo expenditure for fund# 2060 - Fairfield County Board of

Developmental Disabilities

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

Approval of a Resolution from the Fairfield County Engineer

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

2024-10.15.h A resolution authorizing Jeremiah D. Upp, Fairfield County Engineer, to

prepare and submit an application to participate in the Ohio Public Works Commission State Capital Improvement Program and to execute contracts

as required.

Engineer Upp stated the State Capital Improvement Project is a great project that should be continued.

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

Approval of a Resolution from the Fairfield County Prosecutor

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

2024-10.15.i A resolution accepting Victims of Crime Act (VOCA) and State Victims

Assistance Act (SVAA) Grants for October 1, 2024 through September

30, 2025, grants to be administered by the County Prosecutor.

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

Approval of the Payment of Bills

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

2024-10.15.j A resolution authorizing the approval of payment of invoices for departments that need Board of Commissioners' approval.

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

Adjournment

With no further business, On the motion of Jeff Fix and the second of Dave Levacy, the Board of Commissioners voted to adjourn at 9:27 a.m.

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

The next Regular Meeting is scheduled for 9:00 a.m. on Tuesday, October 22, 2024, in the Commissioners' Hearing Room, 210 E. Main St., Lancaster, OH.

Motion by: Jeff Fix Seconded by: Steve Davis that the October 15, 2024, minutes were approved by the following vote:

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

*Approved on October 22, 2024

Dave Levacy Jeff Fix Steve Davis Commissioner Commissioner Commissioner

Rochelle Menningen, Clerk

Commissioner Levacy called the Budget Hearing Session to order at 9:30 a.m.

Each hearing has a corresponding Budget Summary and Excel spreadsheet that are included with the minutes.

Budget Hearing, IT 9:30 a.m.

In attendance: Commissioners Dave Levacy, Jeff Fix, and Steve Davis; County Administrator, Aundrea Cordle; Deputy County Administrator, Jeffrey Porter, Clerk to the Board of Commissioners, Rochelle Menningen; Communications and Information Coordinator, Bennett Niceswanger; Budget Director, Bart Hampson; Budget Clerk, Staci Knisley; IT Director, Dan Neeley; and Facilities & EMA Director, Jon Kochis.

Director Neeley spoke on some contracts he is pursuing for IT services.

Administrator Cordle spoke about the importance of having staff and contracts in place to maintain a level of IT expertise

Commissioner Fix stated he is proud of how far Director Neeley and the IT team have come.

Director Neeley stated there is an expense included in the budget for 2025 to test the current information systems.

Administrator Cordle stated Director Neeley entered his position at a deficit with equipment and has had to make multiple system upgrades over the years.

Director Neeley stated he will continue to pursue additional grant funding to supplement the IT budget.

The Commissioners were in favor of an additional budget hearing given that IT was above budget parameters for contract services.

Budget Hearing, Facilities, 9:45 a.m.

In attendance: Commissioners Dave Levacy, Jeff Fix, and Steve Davis; County Administrator, Aundrea Cordle; Deputy County Administrator, Jeffrey Porter, Clerk to the Board of Commissioners, Rochelle Menningen; Communications and Information Coordinator, Bennett Niceswanger; Budget Director, Bart Hampson; Budget Clerk, Staci Knisley; Dog Warden, Leighann Adams; and Facilities & EMA Director, Jon Kochis.

Commissioner Levacy asked what the carryover for the Dog Shelter would be for 2024.

Dog Warden Adams stated it is approximately \$460,000.

Deputy Administrator Porter stated the Dog Shelter has taken steps to refine the process of purchasing dog tags. The carryover is slightly down from the previous year due to capital improvements at the Dog Shelter. They received a grant to redo the floors and have also completed work on the metal exterior of the building, and conversion of the old incinerator building. He added that they are working to bring vet costs down through a partnership with the Humane Society.

Dog Warden Adams stated they are also working with local vets and training staff to bring euthanasia in-house, which only occurs in very extreme cases.

Deputy Administrator Porter stated the Dog Shelter continues to experience high dog food costs and are pursuing community donations.

Commissioner Levacy asked how many dogs are currently at the shelter.

Dog Warden Adams stated they currently have 55 dogs at the shelter and promote adoptions daily on their social media accounts.

Deputy Administrator Porter stated the Dog Shelter will conduct a meeting with the City of Lancaster and the Humane Society to discuss the different roles of the agencies.

Budget Hearing, Regional Planning Commission, 10:00 a.m.

In attendance: Commissioners Dave Levacy, Jeff Fix, and Steve Davis; County Administrator, Aundrea Cordle; Deputy County Administrator, Jeffrey Porter, Clerk to the Board of Commissioners, Rochelle Menningen; Communications and Information Coordinator, Bennett Niceswanger; Budget Director, Bart Hampson; Budget Clerk, Staci Knisley; Interim RPC Director, Holly Mattei; and RPC President, Jennifer Morgan.

Commissioner Levacy asked if RPC has seen success with the Model Zoning Code.

Director Mattei stated the Village of Thurston is working to adopt the model zoning code and Pleasant Township has been in contact to adopt a portion of the plan. The Village of Millersport and Berne Township have both expressed interest, as well as some other municipalities and townships.

Commissioner Fix expressed a desire to meet once again with the municipalities and townships to discuss the model zoning code. He was in favor of the monetary ask by RPC to cover the cost of those efforts.

Commissioner Levacy inquired about the staffing changes at RPC.

Director Mattei stated they had taken a loss of a staff members earlier in the year, but they are now back to full-staff.

Jennifer Morgan offered her appreciation for the support of the Commissioners in RPC efforts.

Budget Hearing, Utilities, 10:15 a.m.

In attendance: Commissioners Dave Levacy, Jeff Fix, and Steve Davis; County Administrator, Aundrea Cordle; Deputy County Administrator, Jeffrey Porter, Clerk to the Board of Commissioners, Rochelle Menningen; Communications and Information Coordinator, Bennett Niceswanger; Budget Director, Bart Hampson; Budget Clerk, Staci Knisley; Utilities Director, Tony Vogel; and Deputy Director, Josh Anders.

Director Vogel stated the budget proposes a 3% increase and spoke on the revenues generated by Utilities. He went on to speak on the revenues from the different funds, and his intent to consider a rate holiday for qualifying utilities customers.

Josh Anders spoke about the revenues and expenditures on the various funds.

Director Vogel spoke about future plans for Utilities and stated they will undergo a regional lift station in Pickerington and will service the wastewater for all of Violet Township. They will start the design this year for a Greenfield regional lift station which will move the wastewater to their

facility. They also plan to replace the iron filters. He foresees the need to assist the villages with the future of their systems as well as find well fields before land is developed.

Budget Hearing, Veterans Services, 10:30 a.m.

In attendance: Commissioners Dave Levacy, Jeff Fix, and Steve Davis; County Administrator, Aundrea Cordle; Deputy County Administrator, Jeffrey Porter, Clerk to the Board of Commissioners, Rochelle Menningen; Communications and Information Coordinator, Bennett Niceswanger; Budget Director, Bart Hampson; Budget Clerk, Staci Knisley; Veterans Services Director, Park Russell.

Director Russell stated that utilities and rent costs at the Veterans Services office will become more consistent after they move to their new location in the Sheridan Center. Overall, the office is functioning quite well and they continue to get a lot of referrals of veterans from outside the county. He plans to retire next year and is confident in those that will step into his role.

Commissioner Levacy stated the Commissioners will make sure the Sheridan Center is a great space for Veterans Services.

Budget Hearing and Equipment Fund Discussion, Recorder's Office, 10:45 a.m.

In attendance: Commissioners Dave Levacy, Jeff Fix, and Steve Davis; County Administrator, Aundrea Cordle; Deputy County Administrator, Jeffrey Porter, Clerk to the Board of Commissioners, Rochelle Menningen; Communications and Information Coordinator, Bennett Niceswanger; Budget Director, Bart Hampson; Budget Clerk, Staci Knisley; and Recorder, Lisa McKenzie.

Recorder McKenzie stated there are some increases in the budget which account for training of new employees. Her office will also be covering a portion of Deputy Seiple's salary for doing the bank run.

Recorder McKenzie moved on to the equipment cost discussion. She is proposing an increase to the document fee because the payout is higher than the fee and hopes to bring the fee closer to the costs.

Budget Hearing, OSU Extension, 11:00 a.m.

In attendance: Commissioners Dave Levacy, Jeff Fix, and Steve Davis; County Administrator, Aundrea Cordle; Deputy County Administrator, Jeffrey Porter, Clerk to the Board of Commissioners, Rochelle Menningen; Communications and Information Coordinator, Bennett Niceswanger; Budget Director, Bart Hampson; Budget Clerk, Staci Knisley; Area Leader, Shannon Carter; and Educator, Carrie Brown.

Shannon Carter began by stating that the Commissioners supply more support to the OSU Extension than any other county in Ohio. She added that they try to hold all their costs consistent.

Commissioner Davis stated the carry over is slightly over 25%, but was satisfied with the amount.

Carrie Brown spoke on some current programming and additional programming the OSU Extension is considering.

Budget Hearing, Transit, 11:15 a.m.

In attendance: Commissioners Dave Levacy, Jeff Fix, and Steve Davis; County Administrator, Aundrea Cordle; Deputy County Administrator, Jeffrey Porter, Clerk to the Board of Commissioners, Rochelle Menningen; Communications and Information Coordinator, Bennett Niceswanger; Budget Director, Bart Hampson; Budget Clerk, Staci Knisley; Transit Director, Aaron Kennedy; Economic & Workforce Development Director, Rick Szabrak.

Commissioner Davis asked if the budget was a transfer analysis or a departmental analysis.

Director Szabrak stated the ODOT budget works on a different budget timeline compared to the county budget timeline. They do not yet know what the ODOT match will be because the scoring system is different. They estimate they will get 40%. The scoring system is based on factors like the number of buses, size of community, demographics, and other factors.

Commissioner Fix proposed having the transit mechanic service some of the other fleet vehicles from county agencies.

Director Szabrak provided some program updates and grant funding that transit is pursuing. They also spoke on future plans for transit, including improved stops, better use of technology, and employer studies.

Commissioner Levacy asked if there would be an advantage to increasing the bus fare fee.

Director Kennedy stated a small increase wouldn't provide much additional revenue and wishes to remain accessible for lower income residents.

Budget Hearing, Coroner, 1:00 p.m.

In attendance: Commissioners Dave Levacy, Jeff Fix, and Steve Davis; County Administrator, Aundrea Cordle; Deputy County Administrator, Jeffrey Porter, Clerk to the Board of Commissioners, Rochelle Menningen; Communications and Information Coordinator, Bennett Niceswanger; Budget Director, Bart Hampson; Budget Clerk, Staci Knisley; Coroner, Dr. Brian Varney; Coroner's Administrator, Luann Davidson; and Coroner's Assistant, Kelly Brown.

Luann stated she will retire at the end of the year and Kelly will step into her role, which decreases the salary line significantly. They continue to experience rising costs associated to their work.

Commissioner Fix was under the assumption that they would not be backfilling Kelly's position once she steps into Luann's role.

Dr. Varney stated it is necessary to have a part-time employee there to assist with the workload.

Commissioner Fix advocated for basing the money needed for autopsies off the trends from previous years, excluding 2023, and using the trend to predict the cost.

Luann stated her role has developed over the years since she began and there is a need for additional administrative staff.

Adjournment

With no further business, on the motion of Jeff Fix and the second of Steve Davis, the Board of Commissioners voted to adjourn at 1:25 p.m.

| Roll call vote of the motion resulted as follows: Voting Aye thereon: Jeff Fix, Steve Davis, and Dave Levacy | | | | |
|-----------------------------------------------------------------------------------------------------------------|-------------------------------------------------|-----------------------------------------------|--|--|
| Motion by: Jeff Fix that the October 15, 2024, I | Seconded l Budget Hearing minutes were appro | by: Steve Davis ved by the following vote: | | |
| YEAS: Jeff Fix, Steve Dav ABSTENTIONS: None | is, and Dave Levacy | NAYS: None | | |
| *Approved on October 22, | 2024 | | | |
| Dave Levacy | Jeff Fix | Steve Davis | | |
| Commissioner | Commissioner | Commissioner | | |
| Rochelle Menningen, Clerk | <u></u> | | | |

A resolution approving the reappointment of Dr. Glenn Burns to the Fairfield County Airport Authority Board.

WHEREAS, Dr. Glenn Burns was appointed to serve a term on the Fairfield County Airport Authority Board; and

WHEREAS, the Board of Commissioners is authorized to appoint qualified individuals to serve on the Board and reappoint current members of the Board; and

WHEREAS, Dr. Burns has expressed an interest and willingness to continue serving on the board and has requested to be re-appointed to fill another three-year term on the Board.

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

Section 1. That the Fairfield County Board of Commissioners hereby reappoints Dr. Glenn Burns to serve an additional three-year term on the Fairfield County Airport Authority Board.

Section 2. That this appointment is effective January 1, 2025, expiring December 31, 2027.

Prepared by: Bennett Niceswanger

Cc: Fairfield County Airport Authority Board

Signature Page

Resolution No. 2024-10.22.a

A resolution approving the reappointment of Dr. Glenn Burns to the Fairfield County Airport Authority Board.

(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 certify consistency of the Fairfield Metropolitan Housing Authority 2025 Annual Plan with the Fairfield County's Community Housing Improvement Strategy (CHIS)

WHEREAS, the Fairfield County Regional Planning Commission has reviewed the Fairfield Metropolitan Housing Authority 2025 Annual Plan; and

WHEREAS, it has been found that the aforementioned plan is consistent with the Fairfield County CHIS;

WHEREAS, that the signed letter certifying consistency of the Fairfield Metropolitan Housing Authority 2025 Annual Plan with the Fairfield County CHIS has an effective date of October 18, 2024.

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

Section 1. That the President of the Fairfield County Board of Commissioners is hereby authorized to sign a letter certifying consistency of the Fairfield Metropolitan Housing Authority 2025 Annual Plan with the Fairfield County CHIS.

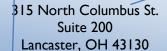
Prepared by: Bennett Niceswanger

cc: Regional Planning

FAIRFIELD METROPOLITAN HOUSING AUTHORITY

Heather N. Cagg **Executive Director** Phone: 740-653-6618 Fax: 740-653-7600 TTY & Ohio Relay: 740-653-2653

E-mail: fmha@fairfieldmha.org Website: www.fairfieldmha.org



"Serving Our Community with Safe and Affordable Housing"

September 19, 2024

Fairfield County Commissioners 210 East Main Street #301 Lancaster, Ohio 43130

Dear Commissioners:

The Fairfield Metropolitan Housing Authority is in the process of updating our Annual Plan for submission to the Department of Housing and Urban Development. I am enclosing a "draft" copy of the 2025 Annual Plan for review and assessment.

HUD asks that we submit a Certification from the President of the Fairfield County Board of Commissioners that states our plan is consistent with the Community Housing Improvement Strategy (CHIS). For your convenience, I have enclosed a HUD 50077-SL Certification form as well as a copy of the signed Certification from the City of Lancaster.

If you would please sign and return HUD-50071-SL to me, along with any comments about the plan, at your earliest convenience, it would be greatly appreciated.

Should you have any questions, please do not hesitate to contact me at 740-653-6618 ext. 236 or hcagg@fairfieldmha.org.

Sincerely,

Heather N. Cagg

Executive Director

Heather N. Cagg

HUD 50077-SL Enclosure:

HUD 50075-HP (DRAFT COPY)

It is the policy of the FMHA to make reasonable accommodations for customers with a disability when appropriate and to work with those customers to find mutually acceptable solutions to problems.

Certification by State or Local Official of PHA Plans Consistency with the Consolidated Plan or State Consolidated Plan (All PHAs)

U. S Department of Housing and Urban Development

Office of Public and Indian Housing
OMB No. 2577-0226
Expires 3/31/2024

Certification by State or Local Official of PHA Plans Consistency with the Consolidated Plan or State Consolidated Plan

| I, David Levacy Official's Name | , the Fairfield County Commissioner Official's Title |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------|
| Official s Name | Official's Tille |
| certify that the 5-Year PHA Plan for fiscal year | rs and/or Annual PHA Plan for fiscal |
| year 2025 of the Fairfield Metropolitan Housing Au | |
| PHA Nan | ne |
| Consolidated Plan or State Consolidated Plan including Choice or Assessment of Fair Housing (A | |
| | |
| Fairfield County, Ohio Local Jurisdi | ction Name |
| | |
| pursuant to 24 CFR Part 91 and 24 CFR §#903.15 | |
| Provide a description of how the PHA Plan's contestate Consolidated Plan. | ents are consistent with the Consolidated Plan or |
| The PHA goals are consistent with those in the Fairfic | eld County CHIS and the most recent Analysis of |
| Impediments to Fair Housing. The PHA plan reviews | efforts to complete those goals that include: increased |
| accessibility and customer service for those inquiring | about housing, improved environmental quality of |
| housing and continued/increasing assisted housing of | choices. |
| I hereby certify that all the information stated herein, as well as any information provide prosecute false claims and statements. Conviction may result in criminal and/or civil personal conviction of the convi | |
| Name of Authorized Official: | Title: |
| David Levacy | Fairfield County Commissioner |
| Signature: Lucy | Date: October 18, 2024 |

The United States Department of Housing and Urban Development is authorized to solicit the information requested in this form by virtue of Title 12, U.S. Code, Section 1701 et seq., and regulations promulgated thereunder at Title 12, Code of Federal Regulations. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality. This information is collected to ensure consistency with the consolidated plan or state consolidated plan.

Public reporting burden for this information collection is estimated to average 0.16 hours per year per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not collect this information, and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

Streamlined Annual PHA Plan (HCV Only PHAs) U.S. Department of Housing and Urban Development Office of Public and Indian Housing U.S. Department of Housing and Urban Development Office of Public and Indian Housing OMB No. 2577-0226 Expires 03/31/2024

Purpose. The 5-Year and Annual PHA Plans provide a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA's operations, programs, and services, including changes to these policies, and informs HUD, families served by the PHA, and members of the public of the PHA's mission, goals and objectives for serving the needs of low- income, very low- income, and extremely low- income families

Applicability. The Form HUD-50075-HCV is to be completed annually by **HCV-Only PHAs**. PHAs that meet the definition of a Standard PHA, Troubled PHA, High Performer PHA, Small PHA, or Qualified PHA do not need to submit this form. Where applicable, separate Annual PHA Plan forms are available for each of these types of PHAs.

Definitions.

- (1) *High-Performer PHA* A PHA that owns or manages more than 550 combined public housing units and housing choice vouchers, and was designated as a high performer on both the most recent Public Housing Assessment System (PHAS) and Section Eight Management Assessment Program (SEMAP) assessments if administering both programs, or PHAS if only administering public housing.
- (2) Small PHA A PHA that is not designated as PHAS or SEMAP troubled, that owns or manages less than 250 public housing units and any number of vouchers where the total combined units exceed 550.
- (3) Housing Choice Voucher (HCV) Only PHA A PHA that administers more than 550 HCVs, was not designated as troubled in its most recent SEMAP assessment and does not own or manage public housing.
- (4) Standard PHA A PHA that owns or manages 250 or more public housing units and any number of vouchers where the total combined units exceed 550, and that was designated as a standard performer in the most recent PHAS and SEMAP assessments.
- (5) Troubled PHA A PHA that achieves an overall PHAS or SEMAP score of less than 60 percent.
- (6) Qualified PHA A PHA with 550 or fewer public housing dwelling units and/or housing choice vouchers combined and is not PHAS or SEMAP troubled.

| A. | PHA Information. | | | | |
|-----|---------------------------------------------------|----------|-----------------------------|------------------------------------|------------------------------|
| A.1 | PHA Name:Fairfield Metropolitan Housing Authority | | | | |
| | Participating PHAs | PHA Code | Program(s) in the Consortia | Program(s) not in the Consortia | No. of Units in Each Program |
| | Lead HA: | | | | |

| В. | Plan Elements. | | | |
|-----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------|--------------|--|
| D 1 | Revision of Existing PHA Plan Elements. | | | |
| B.1 | a) Have the following PHA Plan elements been revised by the PHA since its last Annual Plan submission? | | | |
| | Y N □ □ Statement of Housing Needs and Strategy for Addressing Housing Needs. □ □ Deconcentration and Other Policies that Govern Eligibility, Selection, and Admissions. □ □ Financial Resources. □ □ Rent Determination. □ □ Operation and Management. □ □ Informal Review and Hearing Procedures. □ □ Homeownership Programs. □ □ Self Sufficiency Programs and Treatment of Income Changes Resulting from Welfare Program Requirements. □ □ Substantial Deviation. □ □ Significant Amendment/Modification. | | | |
| | (b) If the PHA answered yes for any element, de FINANCIAL RESOURCES | scribe the revisions for each element(s): | | |
| | Financial Resources: | | | |
| | Planned Sources and Uses Sources | Planned \$ | Planned Uses | |
| | 1. Federal Grants (FY 2020 Grants) | | | |
| | a) HOPE VI Revitalization | | | |
| | a) HOPE VI Demolition | | | |
| | b) Annual Contributions for Section 8 Tenant-Based Rental Assistance | \$7,360,000 | | |
| | c) Resident Opportunity and Self-Sufficiency Grants | \$42,000 | | |
| | d) Community Development Block Grant | | | |
| | e) HOME | | | |
| | Other Federal Grants (listed below) | | | |
| | Shelter Plus Care | | | |
| | 2. Other Income (listed below) | | | |
| | Other Business Activity | \$898,000 | | |
| | Fraud Recovery, Interest and Miscellaneous | \$72,000 | | |
| | 3. Non-federal sources (listed below) | | | |
| | Other Business Activity | | | |
| | TOTAL RESOURCES | \$8,372,000 | | |
| B.2 | Rent Determination Updates Reasonable Travel Provider Costs Reimbursemer Reasonable Child Care Costs HCV Utility Allowances HCV Payment Standards New Activities. – Not Applicable | nt | | |
| | | | | |

B.3 Progress Report.

Provide a description of the PHA's progress in meeting its Mission and Goals described in its 5-Year PHA Plan.

As outlined in its Five-Year Plan, FMHA's progress in meeting its Mission and Goals is as follows:

MISSION: The Fairfield Metropolitan Housing Authority is dedicated to serving the needs of low and moderate income families in Fairfield County and to increase the availability of decent, safe and affordable housing in our community, ensure equal opportunity in housing, promote self-sufficiency and asset development of families and improve community-wide quality of life and economic vitality in cooperation with other agencies, business and individuals.

FMHA continues to strive to serve the needs of families in Fairfield County. Through partnerships with community agencies, housing opportunities are continuously reviewed and revised, as needed. Fair housing trainings, self-sufficiency activities and landlord-tenant law information are offered several times throughout the year for participating families. Outreach services and other housing opportunities are provided to non-qualifying individuals and families, as well.

1. GOAL: EXPAND THE SUPPLY OF ASSISTED HOUSING

FMHA was awarded 50 Family Unification Vouchers in 2009 and continue to assist those families through a partnership with our county's Child Protective Services office. From 2012 through present, we also offer HUD-VASH Vouchers to 61 eligible individuals or families.

In 2022, FMHA began the venture to manage 3 multi-family properties located within Fairfield County. All 3 properties serve the mental health community. Orchard Place consists of 8 units, Ault Manor consists of 8 units, and Cherry Gardens consists of 7 units.

In 2020, FMHA entered into a Cooperation Agreement with Columbus MHA for a rental complex located within Fairfield County. The Agreement reserved, at a minimum, 10% of the complex's stock for FMHA HCV. In early 2022, the first leases were signed and, as of June 2023, a total of 19 families have been housed at this complex.

2. GOAL: IMPROVE THE QUALITY OF ASSISTED HOUSING

FMHA continues to monitor the SEMAP indicators in order to qualify as "High Performers" and offers ongoing training to staff in order to maintain that status. We offer accessibility to our clients through a TTY phone service, a drive-up drop box and have added an option of telephone appointments for purposes of redeterminations.

In the spring of 2021, we implemented the first stages of a paperless process. Since that time, we have expanded the availability of fillable forms, in-office and telephone appointments for families who do not have the ability or equipment to conduct their business in a paperless manner. What began with a small test group of active participants has expanded to nearly the entire HCV Program, all individuals or families going through the eligibility process and many owners. We continue to work with partnering agencies to facilitate the process with success.

3. GOAL: INCREASE ASSISTED HOUSING CHOICES

FMHA continues to educate our participants on the availability of voucher portability and either absorbs or manages those who port to this jurisdiction, as regulations require. There is always activity in this area, both leaving and entering our county.

With our HCV Homeownership Program, information regarding homeownership opportunities is always available to our participants. The Program has been a success with our first-time homebuyers.

Consistent with our Administrative Plan (Chapter 17), we will continue to offer and welcome Project-Based Vouchers within Fairfield County by taking no more than 20 percent of our voucher program budget authority and having the goal of deconcentrating poverty and expanding housing and economic opportunities.

For families with a HCV, a list of landlords who accept the Voucher is available. This list is maintained by FMHA staff in order to provide the most accurate, up-to-date information.

4. GOAL: IMPROVE THE LIVING ENVIRONMENT OF ASSISTED AFFORDABLE HOUSING

FMHA continues to review and revise our Briefing Class materials and presentations to teach our HCV participants how to be good neighbors and successful renters.

Our PBV unit residents have the opportunity to participate in a Spring Flower Sale. We collaborate with a local greenhouse to sell flowers and other lawn maintaining items at a reduced rate. Those who participate have the option to pay for their purchases over a three-month period. Interested tenants are able to submit photos of their lawns and FMHA staff then votes on who has the best lawn. The winner receives a donated item that can be enjoyed in their winning outdoor space.

FMHA routinely makes referrals for energy assistance, weatherization and similar programs. Our maintenance staff performs inspections on our PBV units to keep them at appropriate standards and consistently assist with educating residents on their responsibilities. As PBV turnovers occur, updates are made to keep the unit current and appealing to new renters, which includes updated flooring, neutral wall colors and modern appliances.

5. GOAL: PROMOTE SELF-SUFFICIENCY THROUGH INCREASED INCOME AND ASSET DEVELOPMENT OF ASSISTED HOUSEHOLDS

| | FMHA annually reviews its FSS Action Plan and provides updates in areas that are identified for needed changes and improvements. The Plan encourages employment and identifies community partners who support the participant's goals. Staff also use every opportunity to encourage interest and participation in the FSS Program. |
|------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | Approximately 61% of our HCV FSS families are employed, which is an increase from 2022. Three individuals are currently enrolled in college or post-secondary courses. No participants graduated from college/trade school in 2022. Additionally, in 2022, three families successfully graduated the FSS Program. |
| | 6. GOAL: ENSURE EQUAL OPPORTUNITY IN HOUSING FOR ALL AMERICANS |
| | FMHA conducts mandatory training on civil rights, cultural awareness and discrimination for staff. The hearing policies and procedures are reviewed and our staff is trained on the hearing process and the tenant's rights. Participants are provided with verbal information in regards to fair housing and their fair housing rights, as well as being provided with written information, documentation and resources. |
| | 7. GOAL: OTHER FMHA GOALS AND OBJECTIVES |
| | Fairfield Housing, Incorporated is a non-profit instrumentality of FMHA. The staff and community partners of FMHA have devoted considerable time and effort in revitalizing the organization. |
| B.4 | Capital Improvements. – Not Applicable |
| B.5 | Most Recent Fiscal Year Audit. 2023 |
| | (a) Were there any findings in the most recent FY Audit? |
| | Y N N/A □ □ □ |
| | (b) If yes, please describe: |
| C. | Other Document and/or Certification Requirements. |
| C.1 | Resident Advisory Board (RAB) Comments. |
| | (a) Did the RAB(s) have comments to the PHA Plan? |
| | Y N □ ⊠ |
| | (b) If yes, comments must be submitted by the PHA as an attachment to the PHA Plan. PHAs must also include a narrative describing their |
| | analysis of the RAB recommendations and the decisions made on these recommendations. |
| C.2 | |
| C.2 | analysis of the RAB recommendations and the decisions made on these recommendations. |
| C.2 | analysis of the RAB recommendations and the decisions made on these recommendations. Certification by State or Local Officials. Form HUD 50077-SL, Certification by State or Local Officials of PHA Plans Consistency with the Consolidated Plan, must be submitted by the |
| | analysis of the RAB recommendations and the decisions made on these recommendations. Certification by State or Local Officials. Form HUD 50077-SL, Certification by State or Local Officials of PHA Plans Consistency with the Consolidated Plan, must be submitted by the PHA as an electronic attachment to the PHA Plan. |
| | analysis of the RAB recommendations and the decisions made on these recommendations. Certification by State or Local Officials. Form HUD 50077-SL, Certification by State or Local Officials of PHA Plans Consistency with the Consolidated Plan, must be submitted by the PHA as an electronic attachment to the PHA Plan. Civil Rights Certification/ Certification Listing Policies and Programs that the PHA has Revised since Submission of its Last Annual Plan. Form HUD-50077-ST-HCV-HP, PHA Certifications of Compliance with PHA Plan, Civil Rights, and Related Laws and Regulations |
| C.3 | analysis of the RAB recommendations and the decisions made on these recommendations. Certification by State or Local Officials. Form HUD 50077-SL, Certification by State or Local Officials of PHA Plans Consistency with the Consolidated Plan, must be submitted by the PHA as an electronic attachment to the PHA Plan. Civil Rights Certification/ Certification Listing Policies and Programs that the PHA has Revised since Submission of its Last Annual Plan. Form HUD-50077-ST-HCV-HP, PHA Certifications of Compliance with PHA Plan, Civil Rights, and Related Laws and Regulations Including PHA Plan Elements that Have Changed, must be submitted by the PHA as an electronic attachment to the PHA Plan. Challenged Elements. If any element of the PHA Plan is challenged, a PHA must include such information as an attachment with a description of any challenges to Plan elements, the source of the challenge, and the PHA's response to the public. (a) Did the public challenge any elements of the Plan? Y N Substitute PHA Plans |
| C.4 | analysis of the RAB recommendations and the decisions made on these recommendations. Certification by State or Local Officials. Form HUD 50077-SL, Certification by State or Local Officials of PHA Plans Consistency with the Consolidated Plan, must be submitted by the PHA as an electronic attachment to the PHA Plan. Civil Rights Certification/ Certification Listing Policies and Programs that the PHA has Revised since Submission of its Last Annual Plan. Form HUD-50077-ST-HCV-HP, PHA Certifications of Compliance with PHA Plan, Civil Rights, and Related Laws and Regulations Including PHA Plan Elements that Have Changed, must be submitted by the PHA as an electronic attachment to the PHA Plan. Challenged Elements. If any element of the PHA Plan is challenged, a PHA must include such information as an attachment with a description of any challenges to Plan elements, the source of the challenge, and the PHA's response to the public. (a) Did the public challenge any elements of the Plan? Y N S H S H S H S H S H S H S H S |
| C.4 | analysis of the RAB recommendations and the decisions made on these recommendations. Certification by State or Local Officials. Form HUD 50077-SL, Certification by State or Local Officials of PHA Plans Consistency with the Consolidated Plan, must be submitted by the PHA as an electronic attachment to the PHA Plan. Civil Rights Certification/ Certification Listing Policies and Programs that the PHA has Revised since Submission of its Last Annual Plan. Form HUD-50077-ST-HCV-HP, PHA Certifications of Compliance with PHA Plan, Civil Rights, and Related Laws and Regulations Including PHA Plan Elements that Have Changed, must be submitted by the PHA as an electronic attachment to the PHA Plan. Challenged Elements. If any element of the PHA Plan is challenged, a PHA must include such information as an attachment with a description of any challenges to Plan elements, the source of the challenge, and the PHA's response to the public. (a) Did the public challenge any elements of the Plan? Y N S H S H S H S H S H S H S H S |

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Instructions for Preparation of Form HUD-50075-HCV Annual PHA Plan for HCV-Only PHAs

- A. PHA Information. All PHAs must complete this section. (24 CFR §903.4)
 - A.1 Include the full PHA Name, PHA Code, PHA Type, PHA Fiscal Year Beginning (MM/YYYY), Number of Housing Choice Vouchers (HCVs), PHA Plan Submission Type, and the Availability of Information, specific location(s) of all information relevant to the public hearing and proposed PHA Plan.

PHA Consortia: Check box if submitting a Joint PHA Plan and complete the table. (24 CFR §943.128(a))

| B. | Plan Elements. | All PHAs must complete this section. | (24 CFR | §903.11(c)(3)) |
|----|----------------|--------------------------------------|---------|----------------|
| | | | | |

| R 1 | Revision | of Existing | PHAP | Plan Elements. | PHAs must |
|-----|----------|-------------|------|----------------|-----------|
| | | | | | |

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| Identify specifically which plan elements listed below that have been revised by the PHA. To specify which elements have been revised, mark the "yes" box. If an element has not been revised, mark "no." |
| Statement of Housing Needs and Strategy for Addressing Housing Needs. Provide a statement addressing the housing needs of low-income, very low-income and extremely low-income families and a brief description of the PHA's strategy for addressing the housing needs of families who reside in the jurisdiction served by the PHA and other families who are on the Section 8 tenant-based assistance waiting lists. The statement must identify the housing needs of (i) families with incomes below 30 percent of area median income (extremely low-income); (ii) elderly families (iii) households with individuals with disabilities, and households of various races and ethnic groups residing in the jurisdiction or on the public housing and Section 8 tenant-based assistance waiting lists. The statement of housing needs shall be based on information provided by the applicable Consolidated Plan, information provided by HUD, and generally available data. The identification of housing needs must address issues of affordability, supply, quality, accessibility, size of units, and location. Once the PHA has submitted an Assessment of Fair Housing (AFH), which includes an assessment of disproportionate housing needs in accordance with 24 CFR 5.154(d)(2)(iv), information on households with individuals with disabilities and households of various races and ethnic groups residing in the jurisdiction or on the waiting lists no longer needs to be included in the Statement of Housing Needs and Strategy for Addressing Housing Needs. (24 CFR § 903.7(a)). |
| The identification of housing needs must address issues of affordability, supply, quality, accessibility, size of units, and location. (24 CFR §903.7(a)(2)(i) Provide a description of the ways in which the PHA intends, to the maximum extent practicable, to address those housing needs in the upcoming year and the PHA's reasons for choosing its strategy. (24 CFR §903.7(a)(2)(ii)) |
| Deconcentration and Other Policies that Govern Eligibility, Selection, and Admissions. A statement of the PHA's policies that govern resident or tenant eligibility, selection and admission including admission preferences for HCV. (24 CFR §903.7(b)) |
| Financial Resources. A statement of financial resources, including a listing by general categories, of the PHA's anticipated resources, such as PHA HCV funding and other anticipated Federal resources available to the PHA, as well as tenant rents and other income available to support tenant-based assistance. The statement also should include the non-Federal sources of funds supporting each Federal program, and state the planned use for the resources. (24 CFR §903.7(c)) |
| ☑ Rent Determination. A statement of the policies of the PHA governing rental contributions of families receiving tenant-based assistance, discretionary minimum tenant rents, and payment standard policies. (24 CFR §903.7(d)) |
| Operation and Management. A statement that includes a description of PHA management organization, and a listing of the programs administered by the PHA. (24 CFR §903.7(e)). |
| ☐ Informal Review and Hearing Procedures. A description of the informal hearing and review procedures that the PHA makes available to its applicants. (24 CFR §903.7(f)) |
| ☐ Homeownership Programs . A statement describing any homeownership programs (including project number and unit count) administered by the agency under section 8y of the 1937 Act, or for which the PHA has applied or will apply for approval. (24 CFR §903.7(k)) |
| Self Sufficiency Programs and Treatment of Income Changes Resulting from Welfare Program Requirements. A description of any PHA programs relating to services and amenities coordinated, promoted, or provided by the PHA for assisted families, including those resulting from the PHA's partnership with other entities, for the enhancement of the economic and social self-sufficiency of assisted families, including programs provided or offered as a result of the PHA's partnerships with other entities, and activities subject to Section 3 of the Housing and Community Development Act of 1968 (24 CFR Part 135) and under requirements for the Family Self-Sufficiency Program and others. Include the program's size (including required and actual size of the FSS program) and means of allocating assistance to households. (24 CFR §903.7(1)(i)) Describe how the PHA will comply with the requirements of section 12(c) and (d) of the 1937 Act that relate to treatment of income changes resulting from welfare program requirements. (24 CFR §903.7(1)(iii)). |
| ☐ Substantial Deviation. PHA must provide its criteria for determining a "substantial deviation" to its 5-Year Plan. (24 CFR §903.7(r)(2)(i)) |
| ☐ Significant Amendment/Modification . PHA must provide its criteria for determining a "Significant Amendment or Modification" to its 5-Year and Annual Plan. |
| If any boxes are marked "yes", describe the revision(s) to those element(s) in the space provided. |
| New Activities. This section refers to new capital activities which is not applicable for HCV-Only PHAs. |
| Progress Report. For all Annual Plans following submission of the first Annual Plan, a PHA must include a brief statement of the PHA's progress in meeting the mission and goals described in the 5-Year PHA Plan. (24 CFR §903.11(c)(3), 24 CFR §903.7(r)(1)) |
| Capital Improvements. This section refers to PHAs that receive funding from the Capital Fund Program (CFP) which is not applicable for HCV-Only |

Most Recent Fiscal Year Audit. If the results of the most recent fiscal year audit for the PHA included any findings, mark "yes" and describe those

findings in the space provided. (24 CFR §903.7(p))

C. Other Document and/or Certification Requirements.

B.2 B.3

B.4

B.5

Page 6 of 7

- C.1 Resident Advisory Board (RAB) comments. If the RAB had comments on the annual plan, mark "yes," submit the comments as an attachment to the Plan and describe the analysis of the comments and the PHA's decision made on these recommendations. (24 CFR §903.13(c), 24 CFR §903.19)
- C.2 Certification by State of Local Officials. Form HUD-50077-SL, Certification by State or Local Officials of PHA Plans Consistency with the Consolidated Plan, must be submitted by the PHA as an electronic attachment to the PHA Plan. (24 CFR §903.15). Note: A PHA may request to change its fiscal year to better coordinate its planning with planning done under the Consolidated Plan process by State or local officials as applicable.
- C.3 Civil Rights Certification/ Certification Listing Policies and Programs that the PHA has Revised since Submission of its Last Annual Plan. Provide a certification that the following plan elements have been revised, provided to the RAB for comment before implementation, approved by the PHA board, and made available for review and inspection by the public. This requirement is satisfied by completing and submitting form HUD-50077 ST-HCV-HP, PHA Certifications of Compliance with PHA Plan. Civil Rights, and Related Laws and Regulations Including PHA Plan Elements that Have Changed. Form HUD-50077-ST-HCV-HP, PHA Certifications of Compliance with PHA Plan, Civil Rights, and Related Laws and Regulations Including PHA Plan Elements that Have Changed must be submitted by the PHA as an electronic attachment to the PHA Plan. This includes all certifications relating to Civil Rights and related regulations. A PHA will be considered in compliance with the certification requirement to affirmatively further fair housing if the PHA fulfills the requirements of §§ 903.7(o)(1) and 903.15(d) and: (i) examines its programs or proposed programs; (ii) identifies any fair housing issues and contributing factors within those programs, in accordance with 24 CFR 5.154; or 24 CFR 5.160(a)(3) as applicable (iii) specifies actions and strategies designed to address contributing factors, related fair housing issues, and goals in the applicable Assessment of Fair Housing consistent with 24 CFR 5.154 in a reasonable manner in view of the resources available; (iv) works with jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement; (v) operates programs in a manner consistent with any applicable consolidated plan under 24 CFR part 91, and with any order or agreement, to comply with the authorities specified in paragraph (o)(1) of this section; (vi) complies with any contribution or consultation requirement with respect to any applicable AFH, in accordance with 24 CFR 5.150 through 5.180; (vii) maintains records reflecting these analyses, actions, and the results of these actions; and (viii) takes steps acceptable to HUD to remedy known fair housing or civil rights violations, impediments to fair housing choice within those programs; addresses those impediments in a reasonable fashion in view of the resources available; works with the local jurisdiction to implement any of the jurisdiction's initiatives to affirmatively further fair housing; and assures that the annual plan is consistent with any applicable Consolidated Plan for its jurisdiction. (24 CFR §903.7(o)).
 - C.4 Challenged Elements. If any element of the Annual PHA Plan or 5-Year PHA Plan is challenged, a PHA must include such information as an attachment to the Annual PHA Plan or 5-Year PHA Plan with a description of any challenges to Plan elements, the source of the challenge, and the PHA's response to the public.

D. Affirmatively Furthering Fair Housing (AFFH).

D.1 Affirmatively Furthering Fair Housing. The PHA will use the answer blocks in item D.1 to provide a statement of its strategies and actions to implement each fair housing goal outlined in its accepted Assessment of Fair Housing (AFH) consistent with 24 CFR § 5.154(d)(5) that states, in relevant part: "To implement goals and priorities in an AFH, strategies and actions shall be included in program participants' ... PHA Plans (including any plans incorporated therein) Strategies and actions must affirmatively further fair housing" Use the chart provided to specify each fair housing goal from the PHA's AFH for which the PHA is the responsible program participant – whether the AFH was prepared solely by the PHA, jointly with one or more other PHAs, or in collaboration with a state or local jurisdiction – and specify the fair housing strategies and actions to be implemented by the PHA during the period covered by this PHA Plan. If there are more than three fair housing goals, add answer blocks as necessary.

Until such time as the PHA is required to submit an AFH, the PHA will not have to complete section D., nevertheless, the PHA will address its obligation to affirmatively further fair housing in part by fulfilling the requirements at 24 CFR 903.7(o)(3) enacted prior to August 17, 2015, which means that it examines its own programs or proposed programs; identifies any impediments to fair housing choice within those programs; addresses those impediments in a reasonable fashion in view of the resources available; works with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement; and maintain records reflecting these analyses and actions. Furthermore, under Section 5A(d)(15) of the U.S. Housing Act of 1937, as amended, a PHA must submit a civil rights certification with its Annual PHA Plan, which is described at 24 CFR 903.7(o)(1) except for qualified PHAs who submit the Form HUD-50077-CR as a standalone document.

This information collection is authorized by Section 511 of the Quality Housing and Work Responsibility Act, which added a new section 5A to the U.S. Housing Act of 1937, as amended, which introduced the Annual PHA Plan. The Annual PHA Plan provides a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA's operations, programs, and services, and informs HUD, families served by the PHA, and members of the public for serving the needs of low- income, very low- income, and extremely low- income families.

Public reporting burden for this information collection is estimated to average 6.02 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not collect this information, and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

Privacy Act Notice. The United States Department of Housing and Urban Development is authorized to solicit the information requested in this form by virtue of Title 12, U.S. Code, Section 1701 et seq., and regulations promulgated thereunder at Title 12, Code of Federal Regulations. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality

Signature Page

Resolution No. 2024-10.22.b

A resolution to certify consistency of the Fairfield Metropolitan Housing Authority 2025 Annual Plan with the Fairfield County's Community Housing Improvement Strategy (CHIS)

(Fairfield County Commissioners)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A Resolution to Approve the 2025 Fairfield County Holiday Schedule

WHEREAS, the Board of County Commissioners wishes to be closed in observance of holidays as follows:

Holiday Schedule for 2025

New Year's Day

Martin Luther King Day

Presidents' Day

Good Friday-Close at noon

Memorial Day Juneteenth

Independence Day

Labor Day

Fairfield County Fair Day

Veterans' Day Thanksgiving Day

Day after Thanksgiving

Christmas Eve-Close at noon

Christmas Day

Day after Christmas

Wednesday, January 1, 2025 Monday, January 20, 2025 Monday, February 17, 2025

Friday, April 18, 2025 Monday, May 26, 2025 Thursday, June 19, 2025

Friday, July 4, 2025

Monday, September 1, 2025 Friday, October 10, 2025

Tuesday, November 11, 2025 Thursday, November 27, 2025

Friday, November 28, 2025

Wednesday, December 24, 2025 Thursday, December 25, 2025 Friday, December 26, 2025

WHEREAS, in addition, any day appointed and recommended by the President of the United States, or Governor of the State of Ohio, shall also be included in this schedule. If the notice of such approval is late for practical reasons, a floating holiday will be scheduled for such appointed and recommended holidays.

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 above Holiday Schedule for 2025.

Section 2. That this Holiday Schedule shall be in effect for the calendar year 2025.

Prepared by: Rochelle Menningen

Signature Page

Resolution No. 2024-10.22.c

A Resolution to Approve the 2025 Fairfield County Holiday Schedule

(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 renewing a contract with the City of Lancaster and the Board of Commissioners, for Criminal Prosecution Services

WHEREAS, the City of Lancaster desires to provide criminal prosecution services for all villages and unincorporated areas of Fairfield County; and

WHEREAS, the Lancaster Law Director has presented the Board of County Commissioners with an agreement between the Board and the City of Lancaster; and

WHEREAS, the contract term is effective from January 1, 2025, and through December 31, 2026; and

WHEREAS, the Board desires to approve this contract at the price of Four Hundred Twenty-Three Thousand Three Hundred Twenty-Seven Dollars and Twenty-Five Cents (\$423,327.25) for 2025 and 2026; and

WHEREAS, this contract has been approved as to form by the Fairfield County Prosecuting Attorney's Office.

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

Section 1. That the Fairfield County Board of County Commissioners approves this contract.

Section 2. That the Fiscal Clerk of the Board process payment in the amount of Two Hundred Seven Thousand Five Hundred Thirteen Dollars and Thirty-Six Cents (\$207,513.36) in January 2025, and Two Hundred Fifteen Thousand Eight Hundred Thirteen Dollars and Eighty-Nine Cents (\$215,813.89) in January 2026 for services in equal installments.

cc: Stephanie Hall, Lancaster Law Director

CONTRACT FOR SERVICES

Fairfield County Board of County Commissioners

Effective Date: January 1, 2025 Termination Date: December 31, 2026

CONTRACT AGENCY:

City of Lancaster, Ohio Law Director & City Prosecutor's Office 136 W. Main Street P.O. Box 1008 Lancaster, Ohio 43130

MAXIMUM CONTRACT AMOUNT: \$423,327.25

WHEREAS, the Fairfield County Board of County Commissioners (hereinafter the "Board") is required to provide additional compensation to reimburse the Lancaster City Law Director & City Prosecutor's Office (hereinafter the "Law Director") for prosecuting those cases arising from criminal and other offenses (collectively "Prosecution Services") that occur in the unincorporated areas and villages within Fairfield County, Ohio pursuant to Ohio Revised Code 1901.34(C); and

WHEREAS, the maximum amount to be paid by the Board to the Law Director for the provision of Prosecution Services by the Law Director pursuant to this contract is Four Hundred Twenty-Three Thousand Three Hundred Twenty-Seven Dollars and Twenty-Five Cents (\$423,327.25) (the "Maximum Contract Amount") as further set forth below;

NOW, THEREFORE, for the promises contained herein and other adequate consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

A. The Board shall pay the Maximum Contract Amount from the Fairfield County General Fund to the Law Director in two (2) annual payments: the first annual payment of Two Hundred Seven Thousand Five Hundred Thirteen Dollars and Thirty-Six Cents (\$207,513.36) shall be due in 2025 and the second annual payment of Two Hundred Fifteen Thousand Eight Hundred Thirteen Dollars and Eighty-Nine Cents (\$215,813.89) shall be due in 2026. of In exchange therefore, the Law Director shall prosecute all misdemeanor and other offenses, other than felony and juvenile offenses, arising in the unincorporated areas and the villages of Fairfield County, Ohio at no additional cost to the Board. The funds to pay for this contract have been allocated by the Board.

- B. By March 31st of each year following a full calendar year under this contract, the Law Director shall provide to the Board a copy of the Law Director's Annual Report and the Fairfield County Municipal Court Annual Report. Failure to provide these documents shall not be considered a breach under this contract as these documents are public record.
- C. The Law Director and the Board agree that there are no amounts owed to the Law Director for reimbursement of past Prosecution Services or other legal services provided to the villages or any other person, organization, or entity by the Law Director.
- D. The Board does not assume, and shall bear no responsibility for, any liability under this contract or otherwise for the Prosecution Services provided for the Board or any other person, organization, or entity.
- E. Each party to this Agreement shall be responsible for any negligent acts and/or negligent omissions committed by itself, its agents, and/or its employees. Each party shall be responsible to defend itself, its agents, and/or its employees and shall pay any judgments and costs arising out of such negligent acts and/or negligent omissions, and nothing in this Agreement shall impute or transfer any such responsibility from one party to the other party.
- F. This contract may be terminated by either party, for any reason, by providing written notice thirty (30) days prior to the desired termination date. Upon such termination, the Law Director shall continue to provide Prosecution Services hereunder for the balance of the time, if any, covered by any advance payments made by the Board to the Law Director hereunder for Prosecution Services which have not yet been rendered.
- G. Unless this contract is terminated pursuant to Section F above, it shall be in effect from January 1, 2025, through December 31, 2026.

City of Lancaster Law Director & City Prosecutor's Office

| By: Stephanie L. Hall, Law Director & City Prosecutor | Date: |
|-------------------------------------------------------|-------|
| Fairfield County Board of County Commissioners | |
| By: Steve Davis, Commissioner | Date: |

| By: | Date: |
|------------------------------------------------|-------|
| Dave Levacy, Commissioner | |
| By: | Date: |
| Jeff Fix, Commissioner | |
| | |
| Approved as to form only: | |
| By: | Date: |
| Fairfield County Prosecuting Attorney's Office | |

Prosecutor's Approval Page

Resolution No.

A resolution renewing a contract with the City of Lancaster and the Board of Commissioners, for Criminal Prosecution Services

(Fairfield County Commissioners)

Approved as to form on 10/16/2024 4:30:34 PM by Amy Brown-Thompson,

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

Amy Brown Manpson

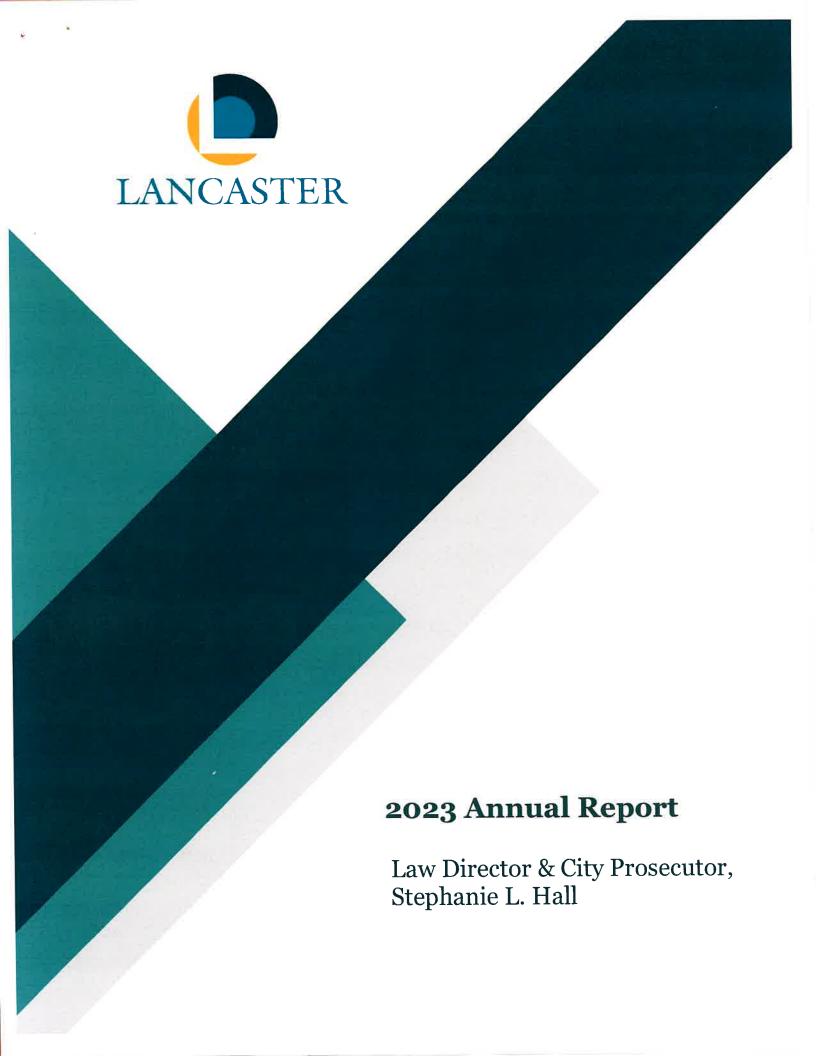


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2 **2023 ANNUAL REPORT**

I. INRODUCTION & GENERAL INFORMATION

- A. Law Director & City Prosecutor: The City of Lancaster is organized under the general statutory plan of municipal government. Therefore, pursuant to Ohio Revised Code ("ORC") § 733.49, the City Director of Law "shall be elected for a term of four years, commencing on the first day of January next after his election. He shall be an elector of the city." In addition to being a Lancaster resident who has reached the age of majority, ORC § 733.50 prohibits any person from being "eligible to the office of city director of law who is not an attorney at law, admitted to practice in this state." Presently, Stephanie L. Hall, who resides within the municipal corporation limits and holds Ohio attorney registration number 0082045, is the elected Law Director & City Prosecutor. Her term expires December 31, 2027. She is also licensed to practice in the United States District Court, Southern District of Ohio, and the Supreme Court of the United States.
- B. <u>Duties</u>: The Law Director is responsible for providing civil and criminal legal services as enumerated in the ORC for the City of Lancaster. The Law Director & City Prosecutor also prosecutes all adult misdemeanor crimes that occur in Fairfield County by contract with the Fairfield County Board of Commissioners, the City of Reynoldsburg, and the City of Pickerington.
- C. <u>Location & Hours</u>: The Law Director & City Prosecutor's Office is located on the second floor of the Fairfield County Municipal Court at 136 W. Main Street, Lancaster. The office is open from 7:45 am to 4:15 pm, Monday through Friday, and closed on all City holidays.
- D. <u>Contact Information</u>: You can reach the office during normal business hours by calling (740) 687-6616. For general inquiries, assistance, or public records requests, the office email address is: lawdirector@ci.lancaster.oh.us. Additional information regarding the office as well as staff contact information can be located on the Law Director & City Prosecutor's homepage which can be found on the City of Lancaster's website at: https://www.ci.lancaster.oh.us/196/Law-Director.



II. LAW DIRECTOR & CITY PROSECUTOR STAFF



Law Director & City Prosecutor Stephanie L. Hall was appointed in January of 2022 and elected in November of 2023, but has been with the office since she started as a Licensed Legal Intern in 2006. As Law Director, she is chief legal counsel for the City and as City Prosecutor she is responsible for the prosecution of all adult misdemeanor crimes in Fairfield County. Stephanie is an Amanda-Clearcreek graduate, and she received her bachelor's degree from Ohio University and her juris doctorate from Capital University Law School.



Assistant Law Director Mitch Harden is responsible for both civil and criminal matters. He advises City administrators and elected officials, department superintendents, boards, commissions, and committees on a variety of legal issues. He also supervises the prosecution of criminal cases and appeals. Mitch is a Logan High School graduate, and he received his bachelor's degree from The Ohio State University and his juris doctorate from Capital University Law School. He has been with the office since April of 2017.



Senior Attorney Dave Klemp represents the City and State in all stages of prosecution in the Fairfield County Municipal Court and Fifth District Court of Appeals. He also serves as the City's second Family Violence Prosecutor currently. Dave is a Westerville North graduate, and he received his bachelor's degree from The Ohio State University and his juris doctorate from Capital University Law School. He has been with the office since May of 2017. Prior to that he practiced in insurance subrogation.



Family Violence Unit Prosecutor Joe Sabo represents the City and State in all stages of prosecution in the Fairfield County Municipal Court and Fifth District Court of Appeals. Originally from Northeastern Ohio, Joe received his bachelor's degree from Kent State University and his juris doctorate from Case Western Reserve University School of Law. He has been with the office since January of 2019. Prior to that he practiced in the areas of civil litigation and non-profit law.



Assistant Prosecutor James Young represents the City and State in all stages of prosecution in the Fairfield County Municipal Court and Fifth District Court of Appeals. James received his bachelor's degree from The Ohio State University and his juris doctorate from Capital University Law School. He has been with the office since October of 2021. Prior to that he served in the Navy and practiced as a criminal defense attorney in Southeast Ohio.



Assistant Prosecutor Andrew Semelsberger represents the City and State in all stages of prosecution in the Fairfield County Municipal Court and Fifth District Court of Appeals. Andrew received his bachelor's degree from Belmont University and his juris doctorate from Suffolk University Law School. He has been with the office since November of 2022.



Office Manager Teresa Sandy serves as support staff for the Law Director and Assistant Law Director and prepares easements, contracts, legislation, and other legal documents as well as managing all budgeting, collections, supplies, payroll, and grant coordination. Teresa is a Fairfield Union graduate. She has been with the office since January of 1996. Teresa is retiring January 31, 2024, after 28 years of service. Congratulations Teresa!



Victim Services Paralegal Jenny Swope serves as support staff for prosecutors exclusively handling victim-related offenses, including domestic and dating violence, sexual assault, and stalking. She also assists all victims of violent crime with navigating the prosecutorial process. Jenny is a Logan High School graduate, and she received her associate degree from Hocking College. She has been with the office since July of 2007.



Paralegal Elisabeth Azbell serves as support staff for the prosecutor handling nonvictim related and traffic offenses on Judge Ullom's docket. Elisabeth is a Berne Union High School graduate. She has been with the office since January of 2010.



Paralegal Liz Martens serves as support staff for the prosecutor handling non-victim related and traffic offenses on Judge Fields' docket. Liz is a Lancaster High School graduate, and she received her bachelor's degree from The Ohio State University. She has been with the office since December of 2014. Liz will be appointed to replace Teresa Sandy as the Office Manager effective February 1, 2024.



Clerical Assistant Taci Miller serves as general support staff for the office. She also assists members of law enforcement and the public with their requests for criminal charges. Taci is a Liberty Union High School graduate and received her bachelor's degree from Youngstown State University where she majored in criminal justice. She has been with the office since August of 2022. Taci will be appointed to replace Liz Martens as a Paralegal effective February 1, 2024.

III. Civil Report

- A. <u>Legal Counsel</u>: Pursuant to the Ohio Revised Code, the Law Director & City Prosecutor is legal counsel for all City Departments, City Administration, City Council, City Boards, Committees and Commissions, and the Lancaster Board of Education. The Law Director & City Prosecutor's Office attends all regularly scheduled council, committee, commission, and board meetings, as well as special meetings when requested. The Law Director & City Prosecutor also serves as legal counsel for the Lancaster Port Authority, a complex component unit dedicated to local economic development.
- B. <u>Legislation</u>: The Law Director & City Prosecutor is responsible for preparing all legislation for City Council. The chart below details the number of ordinances and resolutions provided in 2023 and how that compares to prior years.

| YEAR | ORDINANCES | RESOLUTIONS |
|------|------------|-------------|
| 2017 | 41 | 146 |
| 2018 | 30 | 100 |
| 2019 | 32 | 152 |
| 2020 | 35 | 140 |
| 2021 | 51 | 147 |
| 2022 | 44 | 163 |
| 2023 | 52 | 140 |

- C. <u>Legal Opinions</u>: The Law Director & City Prosecutor issues oral and written legal opinions upon request of City Council, City Administration, City Departments, City Boards, City Schools, and the Lancaster Port Authority. The Law Director & City Prosecutor encourages written opinions so that the City develops an archive to assist with complex legal issues now and in the future. Many legal opinions were sought and issued in 2023 regarding a variety of topics. These opinions are not public records as they are privileged attorney/client communications.
- D. <u>Civil Litigation</u>: In 2023, the City was actively involved in twenty (20) cases involving community block grant mortgage foreclosures, allegations of personal injury, allegations of federal and state law violations, declaratory relief actions, construction law claims, and constitutional law challenges. The Law Director & City Prosecutor's Office litigates these cases internally and in some cases, with the assistance of outside counsel. Due to the nature of civil litigation, additional details regarding these pending civil litigation cases are attorney/client privileged and/or work product privileged but may be made available to City Council members for review.
- E. <u>Self-Insured Claims</u>: The City received eight (8) insurance claims in 2023 involving damage to vehicles, persons, and property. Of the eight (8) claims filed, four (4) were denied; two (2) were paid by City Departments, and two (2) are still pending. The Law Director & City Prosecutor's Office assumed this responsibility in 2006 in order to save the City approximately \$20,000.00 annually. The Law Director & City Prosecutor's Office, in conjunction with the City's insurance agent, processes, investigates, and reviews these claims against the City in the context of governmental immunity. Due to the nature of these claims, additional details regarding their review and disposition are attorney/client privileged and/or work product privileged but may be made available to City Council members for review.

- F. <u>Internal Legal Counsel</u>: The Law Director & City Prosecutor and her staff provide advice and legal counsel to the Mayor, Service Safety Director, Auditor, Treasurer, Income Tax Commissioner, and all department heads who administer the various City departments. In 2023, in addition to constant phone, text, and email communication, the Law Director met personally with the Mayor and Service Safety Director bi-weekly to assist with the lawful and efficient operation of the City.
- G. <u>Outside Counsel</u>: The Law Director & City Prosecutor is responsible for coordinating the efforts of all outside council for the City. Below are the attorneys and firms the City used in 2023 for legal issues that required outside counsel.
 - 1. Bond and Tax Counsel: Squire Patton Boggs The City utilized the bond expertise of attorney Allison Binkley and tax law expertise of attorney Michael Cullers.
 - 2. Labor Counsel: Fishel Downey Albrecht & Riepenhoff, LLP The City negotiated all five of its collective bargaining agreements in 2023 with the assistance of attorney Marc Fishel.
 - 3. Construction Law Counsel: Bricker & Eckler The City contracted with attorney Mark Evans for his assistance with a variety of public improvements.
 - 4. Workers' Compensation Counsel: Fishel Downey Albrecht & Riepenhoff, LLP The City utilized the Bureau of Workers' Compensation expertise of attorney David Riepenhoff.
 - 5. Special Prosecutors: Various In an effort to save taxpayer money, whenever there is a conflict of interest that precludes the City Prosecutor from prosecuting a criminal matter, the City trades special prosecution services with other political subdivisions. In 2023, Assistant City Prosecutors served as appointed counsel in three (3) criminal cases at the request of the Fairfield County Prosecutor's Office, the City of Zanesville, and the Perry County Prosecutor's Office.
 - 6. Insurance Carrier Appointed Outside Counsel: Various The City's insurance carriers appoint various outside legal counsel to litigate lawsuits filed against the City in which the insurance carrier is providing coverage on the claim.
 - 7. Tax Incremental Financing (TIF): Bricker & Eckler The City utilizes the economic development expertise of attorneys Caleb Bell and Colin Kalvas.
- H. <u>Board of Education</u>: Pursuant to Section 3313.35 of the ORC, the Law Director is authorized to represent the Board of Education of the Lancaster City School District. The Law Director & City Prosecutor provides advice and legal representation to Lancaster City Schools as needed.

I. Additional Civil Services:

- 1. Down Payment Recovery: The Law Director reviews all contract forms for the Community Development Department for the award of Community Development Block Grant Funds and assists in the recovery of these funds in foreclosure and bankruptcy cases.
- 2. Collections for Damage to City Property: Since 1998, the Law Director's Office has conducted collections actions for all City departments when City property is damaged (i.e., fire hydrants, guardrails, and other City infrastructure). In 2023, the Law Director's Office obtained judgments for, collected, and/or forwarded to collections \$4,381.97 in taxpayer funds.

- 3. Zoning and Code Enforcement: The Law Director & City Prosecutor's Office is mandated by ORC to handle misdemeanor zoning and code enforcement prosecution for the townships and villages in Fairfield County. As these political subdivisions adopt zoning and property maintenance codes, prosecutions for these violations continue to increase annually.
- 4. Special Assessments: When property owners fail to comply with property maintenance codes within the municipal corporation limits, the Code Enforcement Department may abate the violation using the services of a contractor. The abatement expense is then assessed against the property's tax duplicate by the Fairfield County Auditor pursuant to ORC along with an administrative processing fee and a special assessment fee. The Law Director & City Prosecutor's Office coordinates with Code Enforcement to file these assessments on behalf of the City. The property cannot be transferred until the assessed amount is paid in full. The chart below details the total amount of assessments the Law Director filed in 2023 and how that compares to prior years.

| Year | Annual Total | |
|------|--------------|-------------------------------------------------|
| 2017 | \$53,916.00 | |
| 2018 | \$89,276.00 | These amounts include |
| 2019 | \$155,235.90 | all Code Enforcement |
| 2020 | \$65,282.00 | expenditures for mowing, trimming, demolishing, |
| 2021 | \$79,507.60 | securing and cleaning-up |
| 2022 | \$67,514.00 | neglected properties. |
| 2023 | \$95,056.00 | |



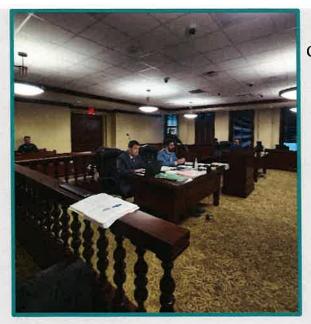
IV. CRIMINAL REPORT

A. Criminal Prosecution: Pursuant to ORC 1901.34, the Law Director & City Prosecutor's Office is responsible for the prosecution of misdemeanor criminal cases arising in the City of Lancaster and in the unincorporated areas of the county. Since 1997, the Law Director & City Prosecutor has contracted for reimbursement to the City for prosecution work performed for all the villages in Fairfield County (Amanda, Bremen, Carroll, Lithopolis, Millersport, Pleasantville, Rushville, Sugar Grove, Thurston, and West Rushville) by negotiating one contract with the Fairfield County Board of Commissioners. Additionally, the Law Director negotiates prosecution contracts with the City of Pickerington and the City of Reynoldsburg due to the number of criminal cases being filed and prosecuted in the Fairfield County Municipal Court from those jurisdictions. Through this process, the Law Director & City Prosecutor is responsible for the prosecution of all adult misdemeanor crimes that occur in Fairfield County, Ohio. This provides uniformity of access and expectations to Fairfield County law enforcement and the Fairfield County Municipal Court in the investigation and prosecution of adult misdemeanor crimes.



B. <u>Criminal Statistics</u>: The Court's statistics for the Law Director & City Prosecutor's Office for 2023 represent the major use of resources of this office. Approximately 80% of the budgetary funding for the Law Director & City Prosecutor's Office is used for criminal prosecution. Management and prosecution of the high volume of cases takes a team approach. Because of the short timeline for prosecution of misdemeanor cases (30-90 days without a time waiver), cases continue regardless of the availability of the prosecutor. Our office assigns Assistant Prosecutors to the dockets as needed to keep cases moving forward in the courts. The chart below gives a breakdown of cases prosecuted in 2023 and how that compares to prior years.

| Fairfield County Municipal Court Statistics 2017 - 2023 | | | | | | | | |
|---------------------------------------------------------|-------------|-----|------------------|-------------|--------------------|-------------------|--|--|
| Year | Misdemeanor | OVI | Other Traffic | Jury Trials | Trials to Court | New Court Filings | | |
| 2017 | 2,917 | 633 | 13,981 | 12 | 2,629 | 21,453 | | |
| 2018 | 2,517 | 532 | 12,347 | 13 | 2,114 | 19,616 | | |
| 2019 | 2,382 | 571 | 12,223 | 13 | 2,111 | 19,663 | | |
| 2020 | 1,782 | 372 | 8,381 | 3 | 1,182 | 13,539 | | |
| 2021 | 1,665 | 387 | 8,189 | 2 | 1,047 | 13,191 | | |
| 2022 | 1,764 | 560 | 9,980 | 11 | 1,191 | 15,485 | | |
| 2023 | 1,868 | 455 | 7,851 | 16 | 1,220 | 13,878 | | |



- Specialized Dockets: The Fairfield County Municipal Court operates four (4) specialized dockets with the assistance of the Law Director & City Prosecutor's Office. Senior Attorney, Dave Klemp, provides victim input and legal guidance for the Court's Fresh Start Drug Court Program (defendants with substance use disorders), Mental Health Court (defendants with mental diagnoses), Veterans' health Treatment Court (defendants who are Veterans), and Special Abilities Court (defendants who receive services from Fairfield County Board Developmental Disabilities).
- D. <u>Grant Funding</u>: Violence Against Women Act (VAWA) Grant The Law Director & City Prosecutor applies annually for VAWA funding to help cover the expense of one (1) Assistant Prosecutor position in our Family Violence Unit. This position focuses on and expedites the prosecution of domestic violence, dating violence, sexual assault, and stalking cases, and coordinates comprehensive victim services for victims affected by these crimes in Fairfield County. In 2022, we were awarded \$44,264.08 in VAWA funds from the Office of Criminal Justice Services to continue funding this position in 2023, bringing the Law Director's total grant funding award amount to \$3,004,769.15 (for all grants).
- E. <u>Family Violence Unit</u>: To ensure efficient and effective prosecution of these cases pursuant to the Fairfield County Domestic Violence Protocol, and to assure that crime victims' constitutional rights are guaranteed, the Law Director & City Prosecutor's Office operates a Family Violence Unit. This Unit is funded in part by the VAWA grant. The Unit consists of two (2) Assistant Prosecuting Attorneys and one (1) Victim Paralegal that focus solely on coordinating and prosecuting these cases, separate and apart, from the other general criminal offenses being prosecuted by our office. The Family Violence Unit makes it possible to devote the additional time and attention needed to successfully prosecute these cases. The chart below gives a breakdown of victim prosecutions and how that compares to prior years.

| | Family Vi | olence Unit St | atistics 2017 – 2 | 023 |
|------|------------|---------------------|---------------------|-------------------------|
| Year | DV Intakes | Stalking Intakes | Other SB 2 Cases | Total Victims Served |
| 2017 | 261 | 23 | 487 | 770 |
| 2018 | 284 | 27 | 600 | 905 |
| 2019 | 280 | 27 | 842 | 1,149 |
| 2020 | 252 | 14 | 752 | 1,018 |
| 2021 | 242 | 20 | 693 | 955 |
| 2022 | 434 | 15 | 596 | 1,030 |
| 2023 | 483 | 29 | 649 | 1,161 |

- F. <u>Law Enforcement Training</u>: The Law Director & City Prosecutor's Office provides free training annually on a variety of issues to all Fairfield Law Enforcement. In 2023, these trainings focused on the topics below.
 - 1. Fairfield County Domestic Violence Protocol: This training was provided to all newly hired Lancaster Police Department Officers who are not familiar with the Fairfield County Domestic Violence Protocol which focuses on best practices for handling victim cases.
 - 2. *Traffic & Criminal Case Law Update*: This training was provided to all Pickerington Police Department Patrol Officers to educate them about important changes to case law in the Supreme Court of Ohio and Fifth District Court of Appeals.
 - 3. Lancaster Citizens Police Academy Introduction to Criminal Law & Domestic Violence: This training, which was designed to help Lancaster Police Department volunteers understand the basics of criminal law and domestic violence, was provided to all participants in the 2023 Lancaster Citizens Police Academy class.
 - 4. *Crisis Intervention Training*: This training was provided to the Fairfield County Law Enforcement officers attending this year's multi-disciplinary ADAMH Crisis Intervention Training, which focused on the process of emergency admission for mentally ill individuals pursuant to the ORC.
 - 5. City of Lancaster Canine Unit Implementation Training: This training was provided to all Lancaster Police Department Patrol Officers to help them effectively utilize a police canine.
 - 6. Driving Under Suspension Refresher Training: This training was offered on an as needed basis to all Patrol Officers appearing in the Fairfield County Municipal Court. Officers who were trained received a reference sheet to assist them with properly charging drivers who are operating without a valid license.



2023 IN REVIEW

On behalf of my office, I hope you have found the foregoing 2023 Annual Report useful. While I have the benefit of seeing much of the data included here as it is being collected, something in the year end statistics always comes as a surprise. Sadly, in 2023, it was an unpleasant revelation; in 2023, we broke a record for the number of domestic violence and stalking cases that the office has handled in one year. These crimes — which it may surprise you to learn are commonly misdemeanors — are intimate and terrifying violations with physical, mental, financial, and social consequences that extend far beyond the perpetrators and survivors.

The delicate and complex nature of these crimes requires a specialized approach, and I am grateful to continue the Family Violence Unit ("FVU") my predecessors started to manage these cases proactively. Over the years, this office has applied for and received hundreds of thousands of dollars in federal grant funding to help offset the cost of one of our two FVU Assistant Prosecutors (the maximum award is only \$60,000.00 annually). Obtaining and tracking grant revenue is difficult and time consuming, but this funding is crucial to providing experienced legal professionals to prosecute perpetrators and protect survivors of these heinous crimes so we will continue to apply as long as it is available.

Fortunately, we are not alone in our efforts to combat the effects of domestic violence and stalking in Fairfield County. I am confident that our amazing community partners, including citizens, law enforcement, elected officials, and non-profit organizations, will help us determine the underlying reasons for these specific increases and remediate them. I want to express my sincere appreciation for the support my office has received from all our community partners in our collective effort to hold offenders accountable and help survivors heal in 2023. My faith in their continued collaboration and assistance gives me hope for 2024.

Congratulations Teresa!

As noted in the Staff section above, Office Manager Teresa Sandy served this office and the City of Lancaster honorably for **28** years. She is retiring on January 31, 2024, and her absence will be felt keenly, both personally and professionally, city-wide. We hope that her much deserved retirement is everything she dreamed it would be!



Signature Page

Resolution No. 2024-10.22.d

A resolution renewing a contract with the City of Lancaster and the Board of Commissioners, for Criminal Prosecution Services

(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 major expenditure object categories for the General Fund# 1001, Visitation Center.

WHEREAS, the general fund will cover the remainder of 2024 for visitation center expenses; and

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

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

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

| \$8,910 | 12100150 | personal services |
|---------|----------|----------------------|
| \$1,243 | 12100150 | fringe benefits |
| \$9,310 | 12100150 | contractual services |

A resolution to appropriate from unappropriated in major expenditure object categories for the General Fund# 1001, Visitation Center.

For Auditor's Office Use Only:

| \$ 8,700 | 12100150 511010 employee salaries |
|---------------|-----------------------------------|
| <i>\$ 210</i> | 12100150 514010 vacation payout |
| <i>\$ 45</i> | 12100150 521000 health insurance |
| <i>\$ 2</i> | 12100150 521025 EAP |
| <i>\$ 2</i> | 12100150 521100 life insurance |
| <i>\$ 124</i> | 12100150 522000 medicare |
| \$ 1,070 | 12100150 523000 OPERS |
| \$ 9,310 | 12100150 530000 contract services |

Signature Page

Resolution No. 2024-10.22.e

A resolution to appropriate from unappropriated in major expenditure object categories for the General Fund# 1001, Visitation Center.

(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 of memo transactions for the purchase of 1550 Sheridan property.

WHEREAS, the County purchased 1550 Sheridan in September 2024; and

WHEREAS, the settlement statement has credits that need recorded and booked; and

WHEREAS, memo transactions will record and book the credits.

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

Section 1. The County Commissioners approve the following expenditure and request the Fairfield County Auditor accomplish the transaction by making the following memo expenditure, impacting appropriation as if a regular County Auditor warrant, supported by the attached documentation; see settlement statement attached.

Memo Expenditure as referenced:

Fairfield County Commissioners \$ 121,721.83 GL# 12391000 571000

Section 2. That the County Auditor reflect the following memo receipts:

\$ 102,264.41 00100110 436200 \$ 19,457.42 00100110 438000

| | | | | | | 0 | MD NO | 2500 0005 |
|-----------------------------------------------------------------------------------------------|------------------------------|-------------------------------------|-----------------------|-------------------------------------------------|-----------------------------------------|----------------------------|-------------------------|----------------------------|
| A. | | | | R TV | PE OF LOAN: | 0 | MB NO. | 2502-0265 |
| | | 1. ☐FHA | 2. F | | ONV. UNINS. | 4. □VA | - 1 | TOONY INC |
| U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT | | 6. FILE NUM | | . J. C. | | | | CONV. INS. |
| SETTLEMENT STATEMENT | - | 13364.178 | | | 7. LOAN | NOMBER | 6 | |
| OLITELMENT STATEMENT | | | | CASE NUMBER: | | | | |
| | | | | | | | | |
| C. NOTE: This form is furnished to give you a state Items marked "[POC]" were paid outside | tement of act the closing | tual settlement t; they are show | costs. A vn here f | Amounts paid to and or informational pu | d by the settlemer rposes and are no | nt agent ar ot included | e shown. I in the to | tals. |
| D. NAME AND ADDRESS OF BUYER: | E. NAME | AND ADDRES | S OF SE | LLER: | F. NAME AND | ADDRESS | OF LEN | DER: |
| Egisfield County Ohio Board of Commissioners | 0-1 | | | | | | | |
| Fairfield County Ohio, Board of Commissioners | M | e M.O.B., LLC | | | | | | |
| 210 E Main Street, Room 301 | | santville Rd | | | | | | |
| Lancaster, OH 43130 | Lancaster | OH 43130 | | | | | | |
| | | | | | | | | |
| G. PROPERTY LOCATION: | H. SETTL | EMENT AGEN | IT: | 31-0945588 | | | I. SETTI | EMENT DATE: |
| 1550 Sheridan Drive | SAS Title | Agency Ltd. | | | | | | |
| Lancaster, OH 43130 | | | | | | | Septemb | er 30, 2024 |
| Fairfield County, Ohio | PLACE OF | SETTLEMEN | Т | | | | | |
| | 109 North | Broad Street | | | | | | |
| | | ancaster, OH 43130 | | | | | | |
| | | 01145150 | | | | | | |
| J. SUMMARY OF BUYER'S TRANS | ACTION | | | K. SUM | MARY OF SELLE | R'S TRAN | SACTION | ٧ |
| 00. GROSS AMOUNT DUE FROM BUYER: | | | | GROSS AMOUNT | | ₹: | | |
| 01. Contract Sales Price | | 3,600,000.00 | | Contract Sales Pric | e | | | 3,600,000.00 |
| 02. Personal Property | | 200.00 | | Personal Property | | | | |
| 03. Settlement Charges to Buyer (Line 1400) 04. | | 632.00 | 403. | | | | | |
| 05. | | | 404. | | | | | |
| Adjustments For Items Paid By Seller in advan | nce | | 400. | Adjustments For | Items Paid Ry Se | ller in adu | innee | |
| 06. City/town taxes to | | | 406. 0 | City/town taxes | | to | arice | |
| 07. County Taxes to | | | | County Taxes | | to | | |
| 08. Cam Deposits to | | | | Cam Deposits | | to | | |
| 09. FCBH Tax Proration Reimb | | 14,965.58 | 409. F | CBH Tax Proration | Reimb | | | 14,965.58 |
| 10. | | | 410. | | | | | |
| 11. 12. | | | 411. | | | | | |
| | | | 412. | | | | | |
| 120. GROSS AMOUNT DUE FROM BUYER | | 3,615,597.58 | | GROSS AMOUNT | | | | 3,614,965.58 |
| 00. AMOUNTS PAID BY OR IN BEHALF OF BUYE | R: | | | REDUCTIONS IN A | | SELLER | : | |
| 01. Deposit or earnest money | | 65,000.00 | | xcess Deposit (Se | | | | |
| 202. Principal Amount of New Loan(s) | | | | Settlement Charges | | 100) | | 85,753.50 |
| 03. Existing loan(s) taken subject to 04. | | | | Existing loan(s) take Payoff of first Mortga | | anl Bank | | 1 470 627 00 |
| 05. | | | | Payoff of second Mo | | | nk | 1,472,637.22 371,561.61 |
| 06. | | | 506. | a, on or occord with | rigage to Fair IVe | atterior Dal | 115 | 371,001.01 |
| 07. | | | | Deposit disb. as pr | oceeds) | | | |
| 08. Fresnius October +Prepaid Tax | | 9,923.67 | | resnius October + | | | | 9,923.67 |
| 09. | | | 509. | | | | | |
| Adjustments For Items Unpaid By Seller | | | | | or Items Unpaid | | | |
| 10. City/town taxes to | | | | City/town taxes | | 10/04/ | | |
| 11. County Taxes 01/01/24 to 10/01/24 | | 37,264.41 | | County Taxes | 01/01/24 | | | 37,264.41 |
| 12. Cam Deposits 01/01/24 to 10/01/24 | - | 2,145.46 | 512. 0 | Cam Deposits | 01/01/24 | 0 10/01/2 | 14 | 2,145.46 |

The undersigned hereby acknowledge receipt of a completed copy of pages 1&2 of this statement & any attachments referred to herein. I HAVE CAREFULLY REVIEWED THE HUD-1 SETTLEMENT STATEMENT AND TO THE BEST OF MY KNOWLEDGE AND BELIEF, IT IS A TRUE AND ACCURATE STATEMENT OF ALL RECEIPTS AND DISBURSEMENTS MADE ON MY ACCOUNT OR BY ME IN THIS TRANSACTION. I FURTHER CERTIFY THAT I HAVE RECEIVED A COPY OF THE HUD-1 SETTLEMENT STATEMENT.

7.388.29

121.721.83

3,615,597.58

3.493.875.75

121,721.83)

515

516

519

602

514. Deposits -Rental See Ex A

517. 3rd Mortgage Payoff to Park National Bank

518. Escrow Withholding to Hocking Valley Title

520. TOTAL REDUCTION AMOUNT DUE SELLER

600. CASH AT SETTLEMENT TO/FROM SELLER:

Colonnate M.O.B., LLC

601. Gross Amount Due To Seller (Line 420)

603. CASH(X TO)(FROM) SELLER

BY

Seller

Less Reductions Due Seller (Line 520)

Buyer Fairfield County Ohio, Board of Commissioners

214.

215.

216

217

218

219.

Deposits -Rental See Ex A

220. TOTAL PAID BY/FOR BUYER

300. CASH AT SETTLEMENT FROM/TO BUYER:

301. Gross Amount Due From Buyer (Line 120)

302. Less Amount Paid By/For Buyer (Line 220)

303. CASH (X FROM) (TO) BUYER

Aundrea Cordle, County Administrator

Troy Edwards, sole member TO THE BEST OF MY KNOWLEDGE, THE HUD-1 SETTLEMENT STATEMENT WHICH I HAVE PREPARED IS A TRUE AND ACCURATE ACCOUNT OF THE FUNDS WHICH WERE RECEIVED AND HAVE BEEN OR WILL BE DISBURSED BY THE UNDERSIGNED AS PART OF THE SETTLEMENT OF THIS TRANSACTION.

SAS Title Agency Ltd., Settlement Agent

WARNING: IT IS A CRIME TO KNOWINGLY MAKE FALSE STATEMENTS TO THE UNITED STATES ON THIS OR ANY SIMILAR FORM. PENALTIES UPON CONVICTION CAN INCLUDE A FINE AND IMPRISONMENT. FOR DETAILS SEE: TITLE 18 U.S. CODE SECTION 1001 & SECTION 1010.

7,388.29

353,017.68

2,359,691.84

3,614,965.58

2,359,691.84

1,255,273.74

20,000.00

| | | | | (| OMB NO. | 2502-0265 Tr |
|-----------------------------------------------------------------------------------------------|------------------------------------------------|-------------------------------------|-------------------------------------------------------------|--------------------------------------------------------|----------------------------|---------------------------------|
| A. | | | | PE OF LOAN: | | |
| U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT | | | NV. UNINS. 4. V | | CONV. INS. | |
| 6. FILE NUM SETTLEMENT STATEMENT 13364.178 | | | 7. LOAN NUMBE | R: | | |
| | | | GE INS CASE NUMBER: | | | |
| C. NOTE: This form is furnished to give you a state | | | | | | |
| C. NOTE: This form is furnished to give you a state Items marked "[POC]" were paid outside | the closing | tual settlement i; they are shou | costs. Amounts paid to and vn here for informational pur | by the settlement agent a poses and are not include | are shown. ed in the to | tais. |
| D. NAMEAND ADDRESS OF BUYER: | E. NAME | AND ADDRES | S OF SELLER: | F. NAME AND ADDRES | S OF LEN | DER: |
| Fairfield County Ohio, Board of Commissioners | Colonnad | e M.O.B., LLC | • | | | |
| 210 E Main Street, Room 301 | 1043 Plea | santville Rd | | | | |
| Lancaster, OH 43130 | Lancaster | r, OH 43130 | | | | |
| | | | | | | |
| G. PROPERTY LOCATION: | H. SETTL | EMENT AGEN | IT: 31-0945588 | | ı estti | EMENT DATE: |
| 1550 Sheridan Drive | | Agency Ltd. | 01-00-1000 | | I. SEITE | EMENT DATE: |
| Lancaster, OH 43130 | | | | | Septemb | er 30, 2024 |
| Fairfield County, Ohio | PLACE OF | F SETTLEMEN | T | | ` | · |
| | 109 North | Broad Street | | | | |
| | Lancaster | OH 43130 | | | İ | |
| J. SUMMARY OF BUYER'S TRANSA | CTION | | K SI IMA | MARY OF SELLER'S TRA | NSACTION | |
| 100. GROSS AMOUNT DUE FROM BUYER: | | | 400. GROSS AMOUNT I | | UNDACTION | |
| 101. Contract Sales Price | | 3,600,000.00 | 401. Contract Sales Price | | | 3,600,000.00 |
| 102. Personal Property | | | 402. Personal Property | | | |
| 103. Settlement Charges to Buyer (Line 1400) 104. | | <u>632.00</u> | 403. 404. | | | _ |
| 105. | | | 405. | | | _ |
| Adjustments For Items Paid By Seller in advan | СӨ | _ | | tems Paid By Seller in ac | tvance | - |
| 106. City/town taxes to | | | 406. City/town taxes | to | | |
| 107. County Taxes to 108. Cam Deposits to | | | 407. County Taxes | to | | |
| 108. Cam Deposits to 109. FCBH Tax Proration Reimb | | 14,965.58 | 408. Cam Deposits 409. FCBH Tax Proration | to | | 14,965.58 |
| 110. | | 14,500.00 | 410. | TCHILD | _ | 14,865.56 |
| 111. | | | 411. | | | |
| 112. | | | 412. | | | |
| 120. GROSS AMOUNT DUE FROM BUYER 200. AMOUNTS PAID BY OR IN BEHALF OF BUYER | | 3,615,597.58 | 420. GROSS AMOUNT D | | | 3,614,965.58 |
| 201. Deposit or earnest money | <u>c </u> | 65,000.00 | 500. REDUCTIONS IN AI 501. Excess Deposit (See | MOUNT DUE TO SELLE | R: | |
| 202. Principal Amount of New Loan(s) | | 00,000.00 | 502. Settlement Charges | o Seller (Line 1400) | | 85,753.50 |
| 203. Existing loan(s) taken subject to | | | 503. Existing loan(s) take | n subject to | | |
| 204. 205. | | | 504. Payoff of first Mortga | | | 1,472,637.22 |
| 206. | | | 505. Payoff of second Mor 506. | tgage to Park National Ba | ank | 371,561.61 |
| 207. | | | 507. (Deposit disb. as pro | ceeds) | | |
| 208. Fresnius October +Prepaid Tax | | 9,923.67 | 508. Fresnius October +P | repaid Tax | | 9,923.67 |
| 209. Adjustments For Items Unpaid By Seller | | | 509. | or Itama I langid By Calla | l | |
| 210. City/town taxes to | | | 510. City/town taxes | or Items Unpaid By Seller to | | |
| 211. County Taxes 01/01/24 to 10/01/24 | | 37,264.41 | 511. County Taxes | 01/01/24 to 10/01 | /24 | 37,264.41 |
| 212. Cam Deposits 01/01/24 to 10/01/24 | | 2,145.46 | 512. Cam Deposits | 01/01/24 to 10/01 | /24 | 2,145.46 |
| 213. 214. Deposits -Rental See Ex A | | 7,388.29 | 513. 514. Deposits -Rental See | Eu A | | 7,388.29 |
| 215. | | 7,300.28 | 515. | EXA | | 7,366.29 |
| 216. | | | 516. | | | |
| 217. | | | 517. 3rd Mortgage Payoff t | | | 353,017.68 |
| 218. 219. | | | 518. Escrow Withholding 519. | o Hocking Valley Title | | 20,000.00 |
| | <u> </u> | | | | <u> </u> | |
| 220. TOTAL PAID BY/FOR BUYER | | 121,721.83 | 520. TOTAL REDUCTION | | | 2,359,691.84 |
| 300. CASH AT SETTLEMENT FROM/TO BUYER: | | 0.045.502.50 | 600. CASH AT SETTLEM | | : | 2 644 005 50 |
| 301. Gross Amount Due From Buyer (Line 120) 302. Less Amount Paid By/For Buyer (Line 220) | , | 3,615,597.58 121,721.83) | 601. Gross Amount Due T 602. Less Reductions Due | | | 3,614,965.58 (2,359,691.84) |
| | <u></u> | | | | \ <u>'</u> | |
| 303. CASH (X FROM) (TO) BUYER | | 3,493,875.75 | 603. CASH (X TO) (F | RUM) SELLER | | 1,255,273.74 |

The undersigned hereby acknowledge receipt of a completed copy of pages 1&2 of this statement & any attachments referred to herein. I HAVE CAREFULLY REVIEWED THE HUD-1 SETTLEMENT STATEMENT AND TO THE BEST OF MY KNOWLEDGE AND BELIEF, IT IS A TRUE AND ACCURATE STATEMENT OF ALL RECEIPTS AND DISBURSEMENTS MADE ON MY ACCOUNT OR BY ME IN THIS TRANSACTION. I FURTHER CERTIFY THAT I HAVE RECEIVED A COPY OF THE HUD-1 SETTLEMENT STATEMENT.

Buyer Statement Of Statement County
Buyer Farfield County Ohio, Board of Commissioners Aundrea Cordle, County Administrator

Seller Colonnade M.O.B., LLC,

Troy Edwards, sole member

TO THE BEST OF MY KNOWLEDGE, THE HUD-1 SETTLEMENT STATEMENT WHICH I HAVE PREPARED IS A TRUE AND ACCURATE ACCOUNT OF THE FUNDS WHICH WERE RECEIVED AND HAVE BEEN OR WILL BE DISBURSED BY THE UNDERSIGNED AS PART OF THE SETTLEMENT OF THIS TRANSACTION.

SAS Title Agendy Ltd., Settlement Agent
WARNING: IT IS A CRIME TO KNOWINGLY MAKE FALSE STATEMENTS TO THE UNITED STATES ON THIS OR ANY SIMILAR FORM. PENALTIES UPON CONVICTION CAN INCLUDE A FINE AND IMPRISONMENT. FOR DETAILS SEE: TITLE 18 U.S. CODE SECTION 1001 & SECTION 1010.

| | L. SETTLEMENT CHARGES | | |
|--------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------|-------------|
| 700. TOTAL COMMISSION Based on Pri | \$ 3,600,000.00 @ 2.0000 % 72,000.00 | PAID FROM | PAID FROM |
| Division of Commission (line 700) a | | EUYER'S | SELLER'S |
| 701. \$ 72,000.00 to ReMax One | | FUNDS AT | FUNDS AT |
| 702. \$ to | | SETTLEMENT | SETTLEMENT |
| 703. Commission Paid at Settlement | | | 72,000.00 |
| 704. Admin/Broker Fee | to ReMax One | | 250.00 |
| 800. ITEMS PAYABLE IN CONNECTION | VITH LOAN | | |
| 801. Loan Origination Fee 0.00 % | to | <u> </u> | |
| 802. Loan Discount % | to | | |
| 803. Appraisal Fee | to | | |
| 804. Credit Report | 10 | | |
| 805. Lender's Inspection Fee | to | | |
| 806. Mortgage Ins. App. Fee | to | | |
| 807. Assumption Fee | 10 | | |
| 808. | | | |
| 809. | | | |
| 810. | | | |
| 811. | | | |
| 900. ITEMS REQUIRED BY LENDER TO | RE PAID IN ADVANCE | | |
| | | , | |
| 901. Interest From to | @ \$ /day (days % | <u></u> | |
| 902. Mortgage Insurance Premium for 903. Hazard Insurance Premium for 1. | months to | | |
| · | years to | | |
| 904. | | | |
| 905. | | | |
| 1000. RESERVES DEPOSITED WITH LEM | The state of the s | | |
| 1001. Hazard Insurance | months @ \$ per month | | |
| 1002. Mortgage Insurance | months @ \$ per month | | |
| 1003. City/town taxes | months @ \$ per month | | |
| 1004. County Taxes | months @ \$ per month | | - |
| 1005. Cam Deposits | months @ \$ per month | | |
| 1006. | months @ \$ per month | | |
| 1007. | months @ \$ per month | | |
| 1008. Aggregate Adjustment | months @ \$ per month | | |
| 1100. TITLE CHARGES | | | |
| 1101. Settlement or Closing Fee | to SAS Title Agency Ltd. | 250.00 | 250.00 |
| 1102. Title Examination | to SAS Title Agency Ltd. | 230.00 | 1,816.00 |
| 1103. Construction Updates | to SAS Title Agency Ltd. | | 1,010.00 |
| 1104. Title Insurance Binder | to SAS Tritle Agency Ltd. | | 75.00 |
| 1105. Document Preparation | to Stebelton Snider LPA | | 150.00 |
| 1106. Admin Fee | to SAS Title Agency Ltd. | 250.00 | 250.00 |
| 1107. Remote Notary Fee | to SAS Title Agency Ltd. | 230.00 | 100.00 |
| | to SAS Title Agency Ltd. | | 100.00 |
| (includes above item numbers: | to Stoward Title Consents Company | ' | 10 712 50 |
| 1108. Title Insurance | to Stewart Title Guaranty Company | · | 10,712.50 |
| (includes above item numbers: 1109. Lender's Coverage | \$ | | |
| 1110. Owner's Coverage | \$ 3,600,000.00 10,712.5 | 10 | |
| | to SAS Title Agency Ltd. | 60.00 | |
| 1111. Federal Express Charges 1112. Wire Fee | to SAS Title Agency Ltd. | 30.00 | 60.00 |
| | to one thengency Etc. | 33.00 | 30.50 |
| 1113. | | | |
| 1200. GOVERNMENT RECORDING AND | | r | |
| | .00; Mortgage \$; Releases \$ | 42.00 | |
| 1202. City/County Tax/Stamps: | ; Mortgage | | |
| 1203. State Tax/Stamps: Deed | ; Mortgage | | |
| 1204. Affidavit of Facts Recording | to County Recorder | | 90.00 |
| 1205. | | | |
| 1300. ADDITIONAL SETTLEMENT CHAP | GES | | |
| | to | | |
| 1301. Survey 1302. Pest Inspection | to | | |
| | | 1 | |
| 1303. | | | |
| 1304. | | | |
| 1305. | | 632.00 | 85,753.50 |
| 1400. TOTAL SETTLEMENT CHARGES | Enter on Lines 103, Section J and 502, Section K) | 032.00 | 00,700.00 |
| By signing page 1 of this statement, the signatories a | knowledge receipt of a completed copy of page 2 of this two page statement | 1 | |
| | /1 // | 1 | |

SAS Title Agency Ltd. Settlement Agent

L. SETTLEMENT CHARGES

Certified to be a true copy

| Tenant | ParcellD | Unit | Tax Proration Value | Deposit |
|------------------|--------------|------------|---------------------|----------|
| FCHD | 0534198000 | UNIT 100 | 6391.82 | 5,773.71 |
| | 0534198100 | UNIT 101 | 1721.93 | 3,773.71 |
| | 0534198200 | UNIT 102 | 1765.79 | |
| | 0534198300 | UNIT 103 | 1676.54 | |
| | 0534198400 | UNIT 104 | 1761.58 | |
| | 0534198500 | UNIT 105 | 1647.92 | |
| Guisinger | 0534198600 | UNIT 106 | 1729.54 | 1614.58 |
| Colonnade MOB | 0534198800 | UNIT 202 | 1670.82 | |
| | 0534199000 | UNIT 204 | 1675.76 | |
| | 0534199300 | UNIT 301 | 1758.17 | |
| | 0534199500 | UNIT 303 | 1761.58 | |
| | 0534199200 | UNIT 206 | 1570.09 | |
| | 0534199400 | UNIT 302 | 1914.96 | |
| Rise Up Recovery | 0534198700 | UNIT 201 | 1670.82 | |
| · | 0534198900 | UNIT 203 | 1675.76 | |
| Fresenius | 0534199100 | UNIT 205 | 1385.09 | |
| | 0534199600 | UNIT 304 | 1779.92 | |
| | 0534199700 | UNIT 305 | 1729.54 | |
| | 0534199800 | UNIT 306 | 1769.62 | |
| Colonnade MOB | 0534202900 | SUB LOT 10 | 207.16 | |
| | | | | |
| Fresenius | October Rent | | 9494.94 | |
| | Prepaid Tax | | 428.73 | |
| | | | | |

— Signed by: (included and control of the control

TAX PRORATION WAIVER

We, the undersigned are aware that the tax proration as provided on our settlement statement for the closing on <u>September 3040</u> at SAS Title Agency, Ltd. 109 North Broad Street, Suite 200, Lancaster, Ohio, is an estimate. This estimate is based upon the tax figures that were provided by the Fairfield County Auditor's Office.

It is understood that this proration is an estimate, that there are no 2024 tax figures available at this time, and that this figure has not been certified by the Fairfield County Auditor. When the 2024 figures become available, they may differ from our estimate, but for purposes of this closing, we accept this proration as being final.

| Fairfield County Ohio, Board of Commissioners BY: | Colonnade M.O.B., LLC, an Ohio limited liability company BY: |
|---------------------------------------------------|-----------------------------------------------------------------------------------|
| Aundrea Cordle County Administrator | Troy Edwards, sole member |
| | Colonnade Commercial Property Owners Association, Inc |
| | By: Colonnade M.O.B., LLC, an Ohio limited liability company majority member By: |
| | Troy Edwards, sole member |

SETTLEMENT AGENT: SAS TITLE AGENCY, LTD

Date:

Fairfield County Ohio, Board of

TAX PRORATION WAIVER

It is understood that this proration is an estimate, that there are no 2024 tax figures available at this time, and that this figure has not been certified by the Fairfield County Auditor. When the 2024 figures become available, they may differ from our estimate, but for purposes of this closing, we accept this proration as being final.

Colonnade M.O.B., LLC, an Ohio

| Commissioners | limited liability company |
|------------------------------------------------------|------------------------------------------------------------------------------|
| BY: Quiduallade Amither Contact County Administrator | BY:Troy Edwards, sole member |
| County Funimistrator | |
| | Colonnade Commercial Property Owners Association, Inc |
| | By: Colonnade M.O.B., LLC, an Ohio limited liability company majority member |
| | By: Troy Edwards, sole member |
| | |
| SETTLEMENT AGENT: SAS TITLE AGENCY, LTD | |
| Ву: | |
| Q-80011 | |
| Date: | |

ESCROW AGREEMENT

THIS AGREEMENT was entered into by and among the Board of Fairfield County

Commissioners, a political subdivision of the State of Ohio, whose principal place of business is

210 East Main Street, Room 301, Lancaster, Ohio 43130, (hereinafter "Buyer"); Colonnade

M.O.B., LLC, whose principal place of business is 1043 Pleasantville Road, Lancaster, Ohio

43130, (hereinafter "Seller"); and Hocking Valley Title Agency, Inc., an Ohio corporation,

(hereinafter "Escrow Agent").

WHEREAS, Buyer and Seller have entered into a Real Estate Purchase Agreement on December 12, 2023, which is incorporated by reference herein, for the purchase and sale of certain real estate located at 1550 Sheridan Drive, Lancaster, Ohio 43130 (hereinafter "the Property"), and

WHEREAS, the parking lot and certain ingress/egress areas of the Property is owned by Colonnade Commercial Property Owners Association, Inc., a not-for-profit Ohio corporation ("CCPOA") in which Seller is a member and controls a 55.512% voting interest; and

WHEREAS, as part of the purchase and sale of the Property, the Seller shall transfer its 55.512% interest of CCPOA to the Buyer; and

WHEREAS, the Buyer may have to seek to dissolve the CCPOA after the closing of the purchase and sale of the Property if the Buyer determines that its membership is not statutorily supported under Ohio law or if it is in the public's best interest to do so; and

WHEREAS, in order to facilitate a timely closing while the Buyer reviews whether it can stay in the CCPOA, Seller is willing to set aside Twenty Thousand Dollars (\$20,000.00) of the sale proceeds to apply to any out-of-pocket expenses Buyer incurs in dissolving CCPOA and

negotiating with the other members of CCPOA, if Buyer in fact takes action to dissolve CCPOA, so long as Seller's exposure for any claims arising from ingress/egress and parking lot issues associated with CCPOA are limited to the escrow amount of \$20,000.00, in order to close the real estate sale transaction; and

WHEREAS, the Escrow Agent is willing to act as Escrow Agent hereunder;

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and agreements hereinafter set forth, the parties agree as follows:

- 1. <u>ESTABLISHMENT OF ESCROW FUND</u>: Upon execution of this agreement, Seller shall deliver to Escrow Agent the sum of Twenty Thousand Dollars (\$20,000.00). The funds being delivered to the Escrow Agent hereunder are referred to as the "Escrow Fund". The Escrow Agent shall maintain the funds in a non-interest bearing account for the benefit of Seller and Buyer. Such escrow is being established to offset the Buyer's expenses if the Buyer determines that it must seek a dissolution of CCPOA under Ohio law.
- 2. <u>TERMINATION OF ESCROW ACCOUNT</u>: The Escrow Fund shall terminate and be paid out only upon occurrence of one of the following:
 - A. Buyer shall submit notice of its intent to dissolve the CCPOA in writing to the Seller and Escrow Agent prior to 11:59 p.m. on September 30, 2026. Upon receiving this notice, the Escrow Agent shall direct the distribution of the Escrow Fund in accordance with the purpose and intent of this escrow agreement.
 - B. Final non-appealable order of a court of competent jurisdiction, directing the distribution of the Escrow Fund.
 - C No instructions from any party are received by the Escrow Agent by 11:59 p.m. on September 30, 2026, at which time the Escrow Fund shall be paid entirely to Seller on October 1, 2026.

D. Escrow Agent may rely entirely on the aforesaid notifications in disbursing the Escrow Fund and shall not be required to make any independent investigations of these matters or to determine whether Buyer and/or Seller have met their respective obligations under any agreements between them.

3. <u>PROVISIONS RELATING TO ESCROW AGENT</u>: The Escrow Agent agrees to hold the Escrow Fund under the terms and conditions of this agreement and to perform the acts and duties imposed upon it hereby.

4. <u>LIABILITY OF THE PARTIES:</u> Each party to this Agreement shall be responsible for any negligent acts and/or negligent omissions committed by itself, its agents, and/or its employees. Each party shall be responsible to defend itself, its agents, and/or its employees and shall pay any judgments and costs arising out of such negligent acts and/or negligent omissions, and nothing in this Agreement shall impute or transfer any such responsibility from one party to the other party.

5. <u>NOTICES</u>: All notices pursuant to this agreement shall be in writing and shall be sufficient when delivered or when mailed by certified mail, postage pre-paid, return receipt requested as follows:

A. If to the Escrow Agent, to:

Hocking Valley Title Agency, Inc. Attn: Sarah Hall 144 East Main Street Lancaster, OH 43130

B. If to Buyer, to:

Aundrea Cordle Fairfield County Administrator 210 East Main Street, Room 301 Lancaster, OH 43130

With a copy to:

Amy Brown Thompson, Esq. Fairfield County Prosecutor's Office 239 W. Main Street, Suite 101 Lancaster, OH 43130

C. If to Seller, to:

Troy A. Edwards Colonnade M.O.B. LLC 1043 Pleasantville Road Lancaster, OH 43130

With a copy to:

Brian D. Shonk, Esq.
Dagger, Johnston, Miller, Ogilvie & Hampson, LLP
144 E. Main St.
Lancaster, OH 43130

or to such other address as a party may hereinafter indicate in writing to the others.

- 6. <u>BINDING EFFECT</u>: This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
 - GOVERNING LAW: This agreement shall be construed and enforced in accordance with the Laws of the State of Ohio.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day of September, 2024.

THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK------

| By: Signed by: Adirdres Cordle Fairfield County Administrator Colonnade M.O.B., LLC By: Troy A. Edwards, its Managing Member, Seller (Broker) By: , its agent HOCKING VALLEY TITLE AGENCY, INC. By: By: Sarah Hall, Its Authorized Agent | Board of Pairfield County Commissioners |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|
| Fairfield County Administrator Colonnade M.O.B., LLC By: | Signed by: By Audustlade |
| Fairfield County Administrator Colonnade M.O.B., LLC By: | A 1996 EFIC Wille |
| By: Troy A. Edwards, its Managing Member, Seller (Broker) By:, its agent HOCKING VALLEY TITLE AGENCY, INC. By: By: By: Sarah Hall, | |
| By: Troy A. Edwards, its Managing Member, Seller (Broker) By:, its agent HOCKING VALLEY TITLE AGENCY, INC. By: By: By: Sarah Hall, | |
| its Managing Member, Seller (Broker) By:, its agent HOCKING VALLEY TITLE AGENCY, INC. By: By: Sarah Hall, | Colonnade M.O.B., LLC |
| its Managing Member, Seller (Broker) By:, its agent HOCKING VALLEY TITLE AGENCY, INC. By: By: Sarah Hall, | Ву: |
| (Broker) By:, its agent HOCKING VALLEY TITLE AGENCY, INC. By: By: Sarah Hall, | Troy A. Edwards, |
| By:, its agent HOCKING VALLEY TITLE AGENCY, INC. By: By: Sarah Hall, | its Managing Member, Seller |
| By:, its agent HOCKING VALLEY TITLE AGENCY, INC. By: By: Sarah Hall, | |
| HOCKING VALLEY TITLE AGENCY, INC. By: By: Sarah Hall, | (Broker) |
| HOCKING VALLEY TITLE AGENCY, INC. By: By: Sarah Hall, | By: |
| INC. By: By: Sarah Hall, | |
| INC. By: By: Sarah Hall, | |
| INC. By: By: Sarah Hall, | |
| By: Sarah Hall, | |
| • | Ву: |
| Its Authorized Agent | By: Sarah Hall, |
| | Its Authorized Agent |

Board of Fairfield County Commissioners

| By: |
|--------------------------------------------------------------|
| Aundrea Cordle |
| Fairfield County Administrator |
| Colonnade M.O.B., LLC |
| By: A. E. C. C. Troy A. Edwards, its Managing Member, Seller |
| (Broker) |
| By: |
| , its agent |
| HOCKING VALLEY TITLE AGENCY, INC. |
| By: |
| By: Sarah Hall, Its Authorized Agent |

Board of Fairfield County Commissioners By: Aundrea Cordle Fairfield County Administrator Colonnade M.O.B., LLC By: _____ Troy A. Edwards, its Managing Member, Seller _____(Broker) HOCKING VALLEY TITLE AGENCY, INC. By: Savan Mx Sacq By: Sarah Hall, Its Authorized Agent

1ST AMENDMENT TO THE REAL ESTATE PURCHASE AGREEMENT WITH COLONNADE M.O.B., LLC AND THE BOARD OF FAIRFIELD COUNTY COMMISSIONERS

This Amendment is made and entered into effective upon execution by all parties hereto, by and among the Board of Fairfield County Commissioners, a political subdivision of the State of Ohio ("the Board"), and Colonnade M.O.B., LLC ("the Seller").

BACKGROUND INFORMATION

- A. The Board and the Seller entered into the Real Estate Purchase Agreement ("the Agreement") on December 12, 2023, to purchase the Seller's property. The Agreement is attached hereto as Exhibit A.
- B. Subsequent to the execution of the Agreement, the parties participated in additional negotiations regarding Section 2 and Section 3(G) of the Agreement as it relates to the Seller's transfer of its interest in the Colonnade Commercial Property Owner's Association to the Buyer.
- C. In order to memorialize the parties' understanding, the parties desire to update the Agreement with a newly created Section 3(H) to add the execution of the Escrow Agreement as a contingency to the Agreement.

STATEMENT OF THE AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Board, and the Seller agree as follows:

- 1. On page 3 of the Agreement, Section 3(H) is hereby added:
 - H. Notwithstanding Section 3(G), the parties hereby agree to enter into an Escrow Agreement whereby the Seller agrees to escrow \$20,000 of the purchase price to potentially mitigate Buyer's expenses if Buyer determines after the closing that it must dissolve the Colonnade Commercial Property Owner's Association as the majority Owner. The terms and conditions of the Escrow Agreement are hereby incorporated by reference to the Agreement.
- 2. Except as modified herein, all terms, covenants and conditions contained in the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have duly executed this 1st Amendment to the Real Estate Purchase Agreement with Colonnade M.O.B., LLC and the Board of Fairfield County Commissioners as of the last date set forth below.

BOARD OF FAIRFIELD COUNTY COMMISSIONERS

| By: | Quedua Madle |
|------|--------------------------------------|
| - | Aundrea Cordle, County Administrator |
| Date | 9/30/2024 |
| | |
| COLC | ONNADE M.O.B., LLC |
| By: | |
| | |
| | Troy Edwards, Member |

BOARD OF FAIRFIELD COUNTY COMMISSIONERS

| By: | | | | |
|--------|---------------|----------|---------------|---|
| A | undrea Cordle | , County | Administrator | |
| Date: | | | | - |
| COLONN | ADE M.O.B., L | LC | | |
| Ву: | 380 | -Cy | Sofe Member | - |
| T | ey Edwards, N | Vlember | | |
| Date: | 9/35/ | 2024 | | |

GENERAL WARRANTY DEED

Colonnade M.O.B., LLC, an Ohio limited liability company, the Grantor, for Ten Dollars (\$10.00) and other valuable consideration paid, grants with general warranty covenants to Fairfield County Ohio, Board of County Commissioners, a political subdivision, the Grantee, whose tax mailing address will be 210 E Main Street, Room 301, Lancaster, OH, 43130, the following described REAL PROPERTY:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART THEREOF

 $\begin{array}{l} PARCEL\ NOS:\ 0534198000,\ 0534198100,\ 0534198200,\ 0534198300,\ 0534198400,\ 0534198500,\\ 0534198600,\ 0534198800,\ 0534199000,\ 0534199300,\ 0534199500,\ 0534198700,\ 0534198900,\\ 0534199100,\ 0534199400,\ 0534199200,\ 0534199600,\ 0534199700,\ 0534199800,\ 0534202900 \end{array}$

SAVE AND EXCEPT, easements and restrictions of record, zoning ordinances, real estate taxes and assessments, if any prorated to the date of this deed.

Prior Instrument Reference: Official Record Volume 1770, Page 932 and Official Record Volume 1298, Page 1720, Recorder's Office, Fairfield County, Ohio (Parcels 1-20)

Grantors do hereby covenant and warrant unto said Grantee, the Grantee's assigns and successors, that at the time of the delivery of this deed, that the premises are free from all encumbrances, and that the Grantors do warrant and do hereby agree to defend the same to the Grantee, and the Grantee's assigns and successors, forever, against the lawful claims and demands of all persons claiming by, through or under the Grantor, but against none other.

Executed on this 30th day of August, 2024.

Colonnade M.O.B., LLC

Troy Edwards, sole member

STATE OF OHIO FIOR do COUNTY OF FAIRFIELD, SS.

The foregoing instrument was acknowledged before me this 30th day of August, 2023 by Troy Edwards, sole member of Colonnade M.O.B., LLC, an Ohio limited liability company. This is an acknowledgment certificate; no oath or affirmation was administered to the signer with regard to this notarial act.



Notary Public, State of Ohio

Parcel 1-19

Situated in the City of Lancaster, County of Fairfield, and in the State of Ohio, and bounded and described as follows:

Being Units 100, 101, 102, 103, 104, 105, 106, 201, 202, 203, 204, 205, 206, 301, 302, 303, 304, 305, and 306 and all appurtenances thereto in Colonnade Medical Center Condominium as delineated in the Declaration recorded in the office of the Recorder of Fairfield County, Ohio, on the 27th day of September, 1995, of record in Volume 604, Page 568, of the deed Records of Fairfield County, Ohio Condominium Drawings of Record in Condominium Book 1, Pages 87-89, Records of Fairfield County, Ohio. The percentage of undivided interest in the common areas and facilities appertaining to each unit is 4.6%, except for Unit 100, the percentage for which is 17.2%

NOTE: The property covered by said Declaration is now shown and delineated as the Private Drive and Lot 11 of the Colonnade Commercial Subdivision as shown and delineated on the recorded plat thereof of record in Plat Cabinet 1, Slot 183, Records of Fairfield County, Ohio, except for such portion of Lot 11 as is described as follows:

Being part of the Southeast Quarter of Section 29, Township 15, Range 18, City of Lancaster, Fairfield County, Ohio and being bound described as follows:

Beginning at a point, said point being North 04 Degrees 03 minutes 55 second East 200.52 feet; thence, North 89 degrees 54 minutes 55 second East 185.49 feet; thence, South 00 degrees 05 second East 50.21 feet, thence, North 89 degrees 55 minutes 11 seconds East 152.60; thence, North 00 degrees 13 minutes 26 seconds East 224.88 feet; thence, North 89 degrees 54 minutes 38 seconds East 332.85 feet; thence, North 00 degrees 07 minutes 59 seconds West 25.10 feet; thence, North 88 degrees 39 minutes 45 seconds East 19.15 feet; thence, North 00 degrees 03 minutes 21 seconds West 38.14 feet from the southeast corner of Ridgewood Subdivision at the intersection of Tiki Lane and Sheridan Drive;

Thence, South 00 degrees 03 minutes 21 seconds East 38.14 feet to a 1/2 inch rebar (found); Thence, South 88 degrees 39 minutes 45 seconds West 19.15 feet to a railroad spike (found); Thence, South 00 degrees 07 minutes 59 seconds East 25.10 feet to a railroad spike (found); Thence, South 89 degrees 54 minutes 38 seconds West 32.36 feet to a point; Thence, North 00 degrees 04 minutes 00 seconds West 63.70 feet to a point; Thence, North 89 degrees 57 minutes 19 seconds east 51.47 feet to the point of beginning, containing 0.064 acres more or less and subject to all legal rights-of-way This description prepared as the result of a survey performed under the supervision of Gary R. Lockwood, Registered Surveyor No. 6755, in October, 1994.

Parcel Twenty

Tract 1

Situated in the City of Lancaster, County of Fairfield, and State of Ohio, and bounded and described as follows: Being Lot Ten (10) in the Colonnade Commercial Subdivision as described and delineated on the recorded plat thereof, of record in Plat Cabinet 1, Slot 183, Records of Fairfield County, Ohio.

Tract 2

Situated in the City of Lancaster, County of Fairfield, and State of Ohio, and bounded and described as follows:

So much of Lot Eleven (11) in the Colonnade Commercial Subdivsion, as described and delineated on the recorded plat thereof, of record in Plat Cabinet 1, Slot 183, Records of Fairfield County, Ohio, as is described by metes and bounds as follows:

Being part of the Southeast Quarter of Section 29, Township 15, Range 18, City of Lancaster, Fairfield County, Ohio and being bound described as follows:

Beginning at a point, said point being North 04 Degrees 03 minutes 55 second East 200.52 feet; thence, North 89 degrees 54 minutes 55 second East 185.49 feet; thence, South 00 degrees 05 second East 50.21 feet, thence, North 89 degrees 55 minutes 11 seconds East 152.60; thence, North 00 degrees 13 minutes 26 seconds East 224.88 feet; thence, North 89 degrees 54 minutes 38 seconds East 332.85 feet; thence, North 00 degrees 07 minutes 59 seconds West 25.10 feet;

thence, North 88 degrees 39 minutes 45 seconds East 19.15 feet; thence, North 00 degrees 03 minutes 21 seconds West 38.14 feet from the southeast corner of Ridgewood Subdivision at the intersection of Tiki Lane and Sheridan Drive;

Thence, South 00 degrees 03 minutes 21 seconds East 38.14 feet to a 1/2 inch rebar (found);

Thence, South 88 degrees 39 minutes 45 seconds West 19.15 feet to a railroad spike (found);

Thence, South 00 degrees 07 minutes 59 seconds East 25.10 feet to a railroad spike (found);

Thence, South 89 degrees 54 minutes 38 seconds West 32.36 feet to a point;

Thence, North 00 degrees 04 minutes 00 seconds West 63.70 feet to a point;

Thence, North 89 degrees 57 minutes 19 seconds east 51.47 feet to the point of beginning, containing 0.064 acres more or less and subject to all legal rights-of-way

This description prepared as the result of a survey performed under the supervision of Gary R. Lockwood, Registered Surveyor No. 6755, in October, 1994.

Tract Two shall not be utilized as a separate building site until approved by the existing planning agency with platting authority over the area. Unless such approval is obtained, Tract Two shall be used in conjunction with Tract One (Parcel No. 0534202900)

ASSIGNMENT OF LLC MEMBERSHIP INTEREST

The undersigned, Colonnade M.O.B., LLC ("Assignor") does hereby assign all of its membership interest, and all rents received thereto, in Colonnade Commercial Property Owners Association, Inc., an Ohio not for profit corporation, consisting of 55.512% to the Board of Fairfield County Commissioners, which assumes such membership interest and receipt of rents upon the purchase of property known as the Colonnade Office Building, located at 1550 Sheridan Drive, Lancaster, Ohio.

Executed: September 30, 2024.

Witnesses:

Colonnade M.O.B., LLC

By: Troy A. Edwards, Sole Member

Sole Member

RICHDEN SDANLOWY Florida

STATE OF OHIO

) ss:

COUNTY OF FAIRFIELD)

Before me, a Notary Public, in and for said County and State, personally appeared the above-named Troy A. Edwards, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Lancaster, Ohio, this 30 day of September, 2024.



ASHLEY DOUBLET Commission # HH 211240 Expires January 16, 2026

Notary Public - State of Chio Florida

STEWART TITLE GUARANTY COMPANY

OWNER'S (SELLER'S) AFFIDAVIT

STATE OF OHIO:

COUNTY OF FAIRFIELD: SS.

In this Affidavit, "Corporation A" shall mean Colonnade M.O.B., LLC, an Ohio limited liability company, a corporation and Colonnade Commercial Property Owners Association, Inc, an Ohio not for profit corporation "Corporation B".

- I, Troy Edwards (Affiant), being sworn according to law, say under oath to the best of my knowledge that:
- 1. **PROPERTY**: Corporation A is the sole owner of the real estate and improvements known as Parcels-1-20 and Corporation B is the sole owner of the real estate and improvements known as Parcels 21 and 22 ("Property") all located at 1550 Sheridan Drive, Lancaster, OH 43130, and more fully described on Exhibit "A" attached hereto and made a part hereof.
- 2. **AUTHORITY**: Affiant is the Troy Edwards, the sole member of Colonnade M.O.B., LLC, an Ohio limited liability company.
- 3. **LIENS**: There are no liens against the Property as a result of (a) debts that we owe or (b) obligations we have undertaken, except:
 - (a) Real estate taxes and assessments for this year.
 - (b) Mortgage from Colonnade M.O.B., LLC, an Ohio limited liability company to Fairfield National Division of the Park National Bank (as to units 100, 101, 103, 105, 106, 201, 202, 203, 204, 205, 206, 301, 302, 303, 304, 305, 306) by instrument dated May 20, 2016 and filed of record on May 23, 2016 at 2:51 p.m., in Official Record 1709, Page 4350, Recorder's Office, Fairfield County, Ohio, in the amount of \$2,185,820.21.
 - (c) Mortgage from Colonnade M.O.B., LLC, an Ohio limited liability company to Fairfield National Division of the Park National Bank (as to units 100, 101, 102, 103, 104, 105, 106, 201, 202, 203, 204, 205, 206, 301, 302, 303, 304, 305, 306) by instrument dated July 18, 2018 and filed of record on July 19, 2018 at 2:45 p.m., in Official Record 1770, Page 934, Recorder's Office, Fairfield County, Ohio, in the amount of \$450,000.00.

- (d) Mortgage from Colonnade M.O.B., LLC, an Ohio limited liability company to Fairfield National Division of the Park National Bank (as to units 100, 101, 102, 103, 104, 105, 106, 201, 202, 203, 204, 205, 206, 301, 302, 303, 304, 305, 306) by instrument dated October 10, 2019 and filed of record on October 17, 2019 at 2:46 p.m., in Official Record 1850, Page 1726, Recorder's Office, Fairfield County, Ohio, in the amount of \$410,158.04.
- (e) Assignment of Rents from Colonnade M.O.B., LLC, an Ohio limited liability company to Fairfield National Division of the Park National Bank (as to units 100, 101, 103, 105, 106, 201, 202, 203, 204, 205, 206, 301, 302, 303, 304, 305, 306) by instrument dated May 20, 2016 and filed of record on May 23, 2016 at 2:51 p.m., in Official Record 1709, Page 4364, Recorder's Office, Fairfield County, Ohio, in the amount of \$2,185,820.21.

In this Affidavit, a lien is a legal claim of another against property for (a) the payment of a debt or (b) the performance of an obligation. Examples of liens are (a) a judgment of a court for the payment of money owed, (b) a mortgage on real estate given as security for a loan, (c) an obligation owing to a contractor, subcontractor or other mechanic who has furnished labor or material for the improvement of real estate and for which money is owed, and (d) taxes and assessments assessed against real estate.

- 4. NO MECHANIC'S LIENS; RIGHTS TO LIENS: During the last 90 days prior to the date I have signed this Affidavit, the Corporation has made no repairs, additions or improvements, nor ordered or contracted for any labor or material to be performed or furnished to the Property, which have not been paid in full. The Corporation does not owe any money for improvements, labor or materials performed on or furnished to the Property within 90 days immediately preceding the date of this Affidavit. The Corporation has received no notice from anyone claiming to have not been paid in full, and there are no outstanding or disputed claims for any such work or item. No such work is now in progress.
- 5. **FIXTURES**: The Corporation has fully paid for any or all fixtures, appliances or other personal property attached to or otherwise used with the improvements on the Property.
- 6. NO PENDING GOVERNMENTAL IMPROVEMENTS: There has been no work done, and the Corporation has not received any notice that any work is to be done, by, or at the direction of, the City, Village, County, Township, State of Ohio, or any sewer districts or other governmental authority, in connection with the installation of sewer, water, curbs, sidewalks, streets or alleys or repairs of improvements thereto except: None.
- 7. NO NUISANCE OR CONDEMNATION: CODE VIOLATIONS: The Corporation has not received any notice from any governmental authority for the removal or abatement of any nuisance or any notice of condemnation or other exercise of the power of eminent domain, or for the violation of any Housing Code or Zoning Regulation concerning the

Property.

- 8. NO HAZARDOUS SUBSTANCES: There are no hazardous substances on the property and there are no pending investigations, claims or lawsuits by any governmental or regulatory agency or private party involving the property concerning hazardous substances or violations of Environmental Law.
- 9. **BOUNDARY LINES, ETC.**: All of the utilities and improvements concerning the Property are located within the boundary lines of the Property or within lands dedicated to public use or within recorded easements for the same. There have been no violations of any restrictions affecting the Property. There are no disputes with any adjoining property owners as to the location of property lines or the encroachment of any improvements.
- 10. **NO LAWSUITS**: There are no pending lawsuits against the Corporation in any court. The Corporation has not received any notice of any lawsuits pending against the Corporation.
- 11. NO BANKRUPTCY OR RECEIVERSHIP: The Corporation is not a debtor in any proceeding under the bankruptcy laws of the United States, and no bankruptcy or insolvency proceedings have been started by or against the Corporation. No receiver or trustee has ever been appointed to take possession of the Property. The Corporation's sale of the Property is not made for the purpose of hindering, delaying or defrauding any of our creditors.
- 12. **RIGHTS OF POSSESSION**: There are no rights to oil, gas or other minerals, nor any rights of possession, use or otherwise, outstanding in third persons by reasons of unrecorded leases, land contracts, sale contracts, options or other document.
- 13. TAXES AND UTILITY BILLS: The Corporation is not indebted to the Federal Government or any other public authority for taxes, assessments, or other charges against the Property, including water and sewer charges, due or delinquent, of any nature whatsoever.
- 14. **LIENS AFFECTING SIMILAR NAMES**: The Corporation's attention has been called to the liens listed below. None. The above liens are for debts or obligations of others with names similar to or the same as the Corporation's. The Corporation is not the same entity as named in such liens.
- 15. RELIANCE BY TITLE INSURANCE: The Corporation knows that Fairfield County Ohio, Board of County Commissioners, a political subdivision, the "Purchaser" of the Property. The Corporation knows that STEWART TITLE GUARANTY COMPANY (the "Title Insurance Company") is insuring the title to the property for the Purchaser. The Corporation knows that in deciding whether or not to insure the title for the Purchaser, the Title Insurance Company is relying on the truth of the statements in this Affidavit. It is with knowledge of the reliance by the Title Insurance Company, and it is in consideration of and as an inducement to insuring the title, that the Corporation acknowledges and agrees that it is and will continue to be directly liable to the Title Insurance Company for any loss or damage including

attorneys' fees, sustained by the Title Insurance Company or its agent, in the event any of the statements made by us in this Affidavit are false.

16. **HOMEOWNERS' ASSOCIATION**: There is no "homeowners' association" affiliated with the subdivision in which our real property is located, and, therefore, there are no dues or assessments due and owing to a "homeowners' association."

OR, there is a "homeowners' association" for our subdivision and the contact information for that association is as follows:

All fees due to this Homeowners Association are paid in full as of this date.

- 17. PENALTY OF PERJURY: The Corporation and I, Affiant, know that we shall be bound by this Affidavit under the penalties of perjury.
- 18. **GRAMMAR**: The plural wherever used herein shall be construed to mean the singular whenever applicable.

Colonnade M.O.B., LLC

Tray Edwards sale member

Troy Edwards, sole member



The foregoing instrument was acknowledged before me this 30th day of August, 2023 by Troy Edwards, sole member of Colonnade M.O.B., LLC, an Ohio limited liability company. This is an acknowledgment certificate; no oath or affirmation was administered to the signer with regard to this notarial act.

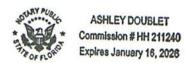


Colonnade Commercial Property Owners Association, Inc By: Colonnade M.O.B., LLC, majority member

Troy Edwards sole member

STATE OF OHIO Florida COUNTY OF FAIRFIELD, SS.

The foregoing instrument was acknowledged before me this 30th day of August, 2023 by Troy Edwards, sole member of Colonnade M.O.B., LLC, an Ohio limited liability company, majority member of Colonnade Commercial Property Owners Association, Inc., an Ohio not for profit corporation. This is an acknowledgment certificate; no oath or affirmation was administered to the signer with regard to this notarial act.



Notary Public, State of Ohio Florda

EXHIBIT "A"

Parcel 1-19

- Situated in the City of Lancaster, County of Fairfield, and in the State of Ohio, and bounded and described as follows:
- Being Units 100, 101, 102, 103, 104, 105, 106, 201, 202, 203, 204, 205, 206, 301, 302, 303, 304, 305, and 306 and all appurtenances thereto in in Colonnade Medical Center Condominium as delineated in the Declaration recorded in the office of the Recorder of Fairfied County, Ohio, on the 27th day of September, 1995, of record in Volume 640, Page 568, of the deed Records of Fairfield County, Ohio Condominium Drawings of Record in Plat Cabinet 1, Slot 87-93, Records of Fairfield County, Ohio. The percentage of undivided interest in teh common ares and facilities appertaining to each unit is 4.6%, except for Unit 100, the percentage for which is 17.2%
- NOTE: The property covered by said Declaration is now shown and delineated as the Private Drive and Lot 11 of the Colonnade Commercial Subdivision as shown and delineated on the recorded plat thereof of record in Plat Cabinet 1, Slot 183, Records of Fairfield County, Ohio, except for such portion of Lot 11 as is described as follows:
- Being part of the Southeast Quarter of Section 29, Township 1S, Range 18, City of Lancaster, Fairfield County, Ohio and being bound described as follows:
- Beginning at a point, said point being North 04 Degrees 03 minutes 55 second East 200.52 feet; thence, North 89 degrees 54 minutes 55 second East 185.49 feet; thence, South 00 degrees 05 second East 50.21 feet, thence, North 89 degrees 55 minutes 11 seconds East 152.60; thence, North 00 degrees 13 minutes 26 seconds East 224.88 feet; thence, North 89 degrees 54 minutes 38 seconds East 332.85 feet; thence, North 00 degrees 07 minutes 59 seconds West 25.10 feet; thence, North 88 degrees 39 minutes 45 seconds East 19.15 feet; thence, North 00 degrees 03 minutes 21 seconds West 38.14 feet from the southeast corner of Ridgewood Subdivision at the intersection of Tiki Lane and Sheridan Drive;
- Thence, South 00 degrees 03 minutes 21 seconds East 38.14 feet to a1/2 inch rebar (found); Thence, South 88 degrees 39 minutes 4S seconds West 19.15 feet to a railroad spike (found); Thence, South 00 degrees 07 minutes 59 seconds East 25.10 feet to a railroad spike (found); Thence, South 89 degrees 54 minutes 38 seconds West 32.36 feet to a point;
- Thence, North 00 degrees 04 minutes 00 seconds West 63.70 feet to a point;
- Thence, North 89 degrees 57 minutes 19 seconds east 51.47 feet to the point of beginning, containing 0.064 acres more or less and subject to all legal rights-of-way...

This description prepared as the result of a survey performed under the supervision of Gary R. Lockwood, Registered Surveyor No. 6755, in October, 1994.

Parcel Twenty

- Situated in the City of Lancaster, County of Fairfield, and State of Ohio, and bounded and described as follows:
- So much of Lot Eleven (11) in the Colonnade Commercial Subdivsion, as described and delineated on the recorded plat thereof, of record in Plat Cabinet 1, Slot 183, Records of Fairfield County, Ohio, as is described by metes and bounds as follows:
- Being part of the Southeast Quarter of Section 29, Township 1S, Range 18, City of Lancaster, Fairfield County, Ohio and being bound described as follows:
- Beginning at a point, said point being North 04 Degrees 03 minutes 55 second East 200.52 feet; thence, North 89 degrees 54 minutes 55 second East 185.49 feet; thence, South 00 degrees 05 second East 50.21 feet, thence, North 89 degrees 55 minutes 11 seconds East 152.60; thence, North 00 degrees 13 minutes 26 seconds East 224.88 feet; thence, North 89 degrees 54 minutes 38 seconds East 332.85 feet; thence, North 00 degrees 07 minutes 59 seconds West 25.10 feet; thence, North 88 degrees 39 minutes 45 seconds East 19.15 feet; thence, North 00 degrees 03 minutes 21 seconds West 38.14 feet from the southeast corner of Ridgewood Subdivision at the intersection of Tiki Lane and Sheridan Drive;
- Thence, South 00 degrees 03 minutes 21 seconds East 38.14 feet to a1/2 inch rebar (found); Thence, South 88 degrees 39 minutes 4S seconds West 19.15 feet to a railroad spike (found); Thence, South 00 degrees 07 minutes 59 seconds East 25.10 feet to a railroad spike (found); Thence, South 89 degrees 54 minutes 38 seconds West 32.36 feet to a point;
- Thence, North 00 degrees 04 minutes 00 seconds West 63.70 feet to a point;
- Thence, North 89 degrees 57 minutes 19 seconds east 51.47 feet to the point of beginning, containing 0.064 acres more or less and subject to all legal rights-of-way...
- This description prepared as the result of a survey performed under the supervision of Gary R. Lockwood, Registered Surveyor No. 6755, in October, 1994.

Parcel Twenty One

Situated in the City of Lancaster, County of Fairfield, and State of Ohio, and bounded and described as follows: Being Lot Ten (10) in the Colonnade Commercial Subdivision as described and delineated on the recorded plat thereof, of record in Plat Cabinet 1, Slot 183, Records of Fairfield County, Ohio.

Parcel Twenty Two

- Situated in the City of Lancaster, County of Fairfield, State of Ohio and desribed as follows:
- The 0.684 acres, more or less, designated as Private Drive on the Colonnade Commercial Subdivision Final Plat, which was filed for record in Fairfield County, Ohio, on October 1, 1997, at Plat Cabinet 1, Slot 183, Recorder's Office, Fairfied County, Ohio.

Parcel 23

- Sitauted in the City of Lancaster, County of Fairfield, State of Ohio and described as follows:
- The 1.808 acres, more or less designated as Reserve A on the Colonnade Commmercial Subdivision Final Plat, which was filed for record in Fairfield County, Ohio on Occtober 1, 1997 at Plat Cabinet 1, Slot 183, Recorder's Office, Fairfield County, Ohio.

Signature Page

Resolution No. 2024-10.22.f

A resolution of memo transactions for the purchase of 1550 Sheridan property.

(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 major expenditure object categories for the Health Insurance Fund# 5376.

WHEREAS, an increase in the major expense object categories for personal services and fringe benefits is necessary for the 2024 budget; and

WHEREAS, to appropriate from unappropriated will allow proper accounting in the major expenditure object categories for 12537600.

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 categories:

Personal Services \$ 6,500 Fringe Benefits \$ 3,350

A resolution to appropriate from unappropriated in major expenditure object categories for the Health Insurance Fund# 5376

For Auditor's Office Use Only:

| \$ 6,500 | 12537600 | 511010 | employee salaries |
|----------|----------|--------|-------------------|
| \$ 2,500 | 12537600 | 521000 | health insurance |
| \$ 850 | 12537600 | 523000 | OPERS |

Signature Page

Resolution No. 2024-10.22.g

A resolution to appropriate from unappropriated in major expenditure object categories for the Health Insurance Fund# 5376.

(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 major expenditure object categories for the General Fund# 1001.

WHEREAS, appropriations need increased for contractual services for the 2/5 portion of Municipal Court Clerk's payroll; and

WHEREAS, to appropriate from unappropriated in the major expenditure object category for contractual services will allow an increase to the 2024 Budget for Municipal Court Clerk, 19100100.

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 categories:

Contractual Services 19100100 \$ 10,000

A resolution to appropriate from unappropriated in major expenditure object categories for the General Fund# 1001.

For Auditor's Office Use Only:

\$10,000 19100100 530018

contract services/Muni Court Clerk

Signature Page

Resolution No. 2024-10.22.h

A resolution to appropriate from unappropriated in major expenditure object categories for the General Fund# 1001.

(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 major expenditure object categories for the General Fund# 1001.

WHEREAS, appropriations need increased for contractual services for the Coroner 2024 budget; and

WHEREAS, to appropriate from unappropriated in the major expenditure object category for contractual services will allow an increase to the 2024 Budget for Coroner, 25100100.

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 categories:

Contractual Services 25100100 \$ 37,000

A resolution to appropriate from unappropriated in major expenditure object categories for the General Fund# 1001.

For Auditor's Office Use Only:

\$ 37,000

25100100 530000 contract services

Signature Page

Resolution No. 2024-10.22.i

A resolution to appropriate from unappropriated in major expenditure object categories for the General Fund# 1001.

(Fairfield County Commissioners)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A Resolution authorizing the Development and Compensation agreement with Roebling Development Company, a Kentucky corporation

2024-10.22.j

WHEREAS, the Fairfield County Board of Commissioners approved Resolution 2022-09.27.k on September 27, 2022 to create a Community Reinvestment Area in Violet Township; and

WHEREAS, parcel 0370211710 is located in Violet Township, an unincorporated area of Fairfield County, and is part of the Fairfield 33 Community Reinvestment Area; and,

WHEREAS, Roebling Development Company plans to build three speculative warehouse buildings totaling approximately 550,000 square feet and provide a minimum of 100 jobs to the community; and,

WHEREAS, total project investment is estimated to be approximately \$35,000,000 to \$50,000,000; and,

WHEREAS, improvements need to be made to the Basil Western Road Corridor in order to facilitate the construction of the buildings; and

WHEREAS, the Board, along with the City of Canal Winchester, Violet Township, Fairfield County Port Authority, and Canal Winchester Local School District, desires to enter into a Development and Compensation Agreement as provided by Ohio Rev. Code Section 5709.82; and

WHEREAS, all parties have been informed and approved an edit to the Agreement on Page 3, Section 4, Subsection A from October 31, 2024 to December 31, 2024;

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

Section 1. That the Fairfield County Board of County Commissioners approve the Development and Compensation agreement with Roebling Development Company.

Prepared by: Anthony Iachini

cc: Economic and Workforce Development

DEVELOPMENT AND COMPENSATION AGREEMENT

This Development and Compensation Agreement (this "Agreement") is made and entered into effective the _____day of _____, 2024, by and among the City of Canal Winchester, a political subdivision of the State of Ohio, through its City Council (the "City"); Violet Township, Fairfield County, a political subdivision of the State of Ohio, through its Board of Trustees (the "Township"); Fairfield County, a political subdivision of the State of Ohio, through its Board of County Commissioners (the "County"); the Fairfield County Port Authority, through its Board of Directors (the "Port Authority"); Canal Winchester Local School District, a political subdivision of the State of Ohio through its Board of Education ("Canal Winchester Schools"); and Roebling Development Company, a Kentucky corporation (the "Company").

WITNESSETH:

WHEREAS, the Company owns or controls approximately \pm -60 acres located in the Township as generally shown on Exhibit A (the "Project Site") with the intention of developing thereon, in one or more phases, one or more distribution, warehousing, logistics, packaging or other commercial operations facilities comprising approximately 600,000 - 700,000 square feet (collectively, the "Project"), supporting the employment of approximately one hundred (100) permanent employee positions or more by December 31, 2028; and

WHEREAS, the Project is anticipated to include a capital investment by or on behalf of the Company of approximately \$35,000,000 to \$50,000,000 in building costs; and

WHEREAS, pursuant to Ohio Revised Code ("R.C.") Section 3735.671, the County has entered into or intends to enter into a Community Reinvestment Area Agreement with the Company (the "CRA Agreement," substantially in the form attached hereto as **Exhibit B**), under which the County is providing a fifteen (15) year, 100% exemption for the assessed valuation of new structures at the Project Site and a fifteen (15) year, 100% exemption for remodeling of new structures at the Project Site (the "CRA Exemption"); and

WHEREAS, pursuant to R.C. Section 715.72 et seq., the Township and the City have entered into a Violet Township – City of Canal Winchester Joint Economic Development District Contract, dated July 20, 2023 (the "JEDD Contract"), under which the Township and the City have agreed to share in the costs of improvements for an area that they designate as a joint economic development district (the "JEDD") for the purpose of facilitating new or expanded growth for commercial or economic development in the state; and

WHEREAS, the parties intend for the JEDD to be expanded to include the Project Site; and

WHEREAS, the Board of Education of Canal Winchester Schools, by a resolution adopted on October 17, 2022, has waived all applicable notice requirements in connection with the CRA Agreement and the TIF Resolution and has approved the CRA Agreement and the TIF Resolution and the real property tax exemptions provided for therein on the condition that it receive the compensation payments described in this Agreement; and

WHEREAS, the Board of Education of Eastland-Fairfield Career & Technical Schools ("EFCTS"), by a resolution adopted on January 11, 2023, has waived all applicable notice requirements in connection with the CRA Agreement and the TIF Resolution on the condition that it receive the compensation payments described in this Agreement; and

WHEREAS, the County has passed or intends to pass a tax increment financing ("TIF") resolution (the "TIF Resolution", substantially in the form attached hereto as **Exhibit C**) declaring the increase in assessed value of the parcels of real property comprising the Project Site to be a public purpose and exempt from real property taxation; provided, however, that the exemption provided pursuant to the TIF Resolution shall not apply to the assessed value of any structures exempted under the CRA Agreement for the period and to the extent that the structures are exempt under the CRA Agreement and, provided, further, that, pursuant to R.C. 5709.80(C)(1), the County will implement the TIF on a non-school basis such that Canal Winchester Schools and EFCTS (collectively, the "School Districts") will receive from the TIF revenues 100% of the amount that the School Districts would have received in real property taxes from the Project Site, but for the TIF (but subject to the priority of the CRA Exemption); and

WHEREAS, in connection with the School Districts' waiver of all applicable notice requirements and its approval of the CRA Agreement and the TIF Resolution and the real property tax exemptions provided for therein, the City and the Township have entered into or intend to enter into the JEDD Contract; and

WHEREAS, pursuant to R.C. Section 5709.82, the County, the Township, Canal Winchester Schools, and the Company are entering into this Agreement to provide for compensation for tax revenue foregone as a result of the exemptions set forth in the TIF Resolution and the CRA Agreement; and

WHEREAS, because compensation will be provided to the School Districts through the JEDD Contract, it is necessary to make the City a party to this Agreement; and

WHEREAS, the parties recognize that the exact legal and financing structure used by the Company in developing, equipping and operating the Project (as defined in the CRA Agreement) may include additional legal entities and may evolve prior to and during the development of the Project; and

NOW, THEREFORE, in consideration of the premises and covenants contained herein and the benefit to be derived by the parties from the execution hereof, the receipt and sufficiency of which are hereby acknowledged, the parties herein agree as follows:

1. Project and Project Investment

A. The Company expects to construct or cause to be constructed on the Project Site the Project. The construction of the Project is currently expected to begin no later than approximately May 31, 2025 and is currently expected to be completed by December 31, 2028. The Project is currently estimated to be approximately 600,000 to 700,000 square feet. The Company approximates that the total capitalized cost (including but not limited to, construction costs, on-site infrastructure costs and equipment costs) of the Project will be approximately thirty-five million dollars (\$35,000,000) to fifty million dollars (\$50,000,000), composed of

approximately thirty-five million dollars (\$35,000,000) to fifty million dollars (\$50,000,000) for construction of structures, including, without limitation, buildings, (all of which is anticipated to be classified as real property) and approximately zero dollars (\$0) for installation, machinery, equipment, furniture and fixtures.

B. The assumptions and estimates provided in this Section are good faith estimates and shall not be construed in a manner that would limit the amount or term of the incentives described in this Agreement. The parties to this Agreement recognize that (i) the costs associated with the Project may increase or decrease significantly and do not equate to real property taxable value, and (ii) the Township and County have no right to compel the Company to commence or complete construction of the Project.

2. <u>Job Creation</u>

- A. The Company currently estimates that by December 31, 2028, approximately one hundred (100) new, full-time permanent jobs (i.e., at least 35 hours/week) will be created as a result of the Project with an aggregate annual payroll of \$5,000,000, along with zero (0) full-time temporary jobs and zero (0) part-time jobs. Hiring of such employees is estimated to commence in approximately 2025 and to continue incrementally over the succeeding three (3) years. No employee positions currently exist at the Project Site and therefore no employee positions will be retained due to the construction of the Project.
- B. The Parties to this Agreement recognize that the employment and any payroll estimates associated with the Project may increase or decrease significantly. The Parties to this Agreement also recognize that the jobs created as a result of the Project may be filled by individuals employed by the Company or one or more businesses operating on the Project Site, or any of one or more of their affiliates.

3. <u>Approval of Exemption Agreements</u>

A. The County hereby affirms its approval of the CRA Agreement, including the fifteen (15) year, 100% real property tax exemptions provided therein.

4. Establishment and Operation of JEDD and TIF

- A. Upon the receipt of notice from the Township directing the Company to proceed, the Company shall file or cause to be completed and delivered to the Township and the City one or more petitions (the "JEDD Petitions") to expand the JEDD to include the Property. The JEDD Petitions shall be in the form set forth in **Exhibit D**. Upon receipt of the JEDD Petitions, the City and the Township shall complete the remaining processes for adding the Property to the JEDD pursuant to R.C. Section 715.72 by no later than December 31, 2024.
- B. The parties agree that the purpose of the JEDD Contract is to facilitate economic development to create or preserve jobs and employment opportunities and to improve the economic welfare of the people in the State, the City, the Township and the JEDD. The City and Township further acknowledge that economic development incentives, such as property tax incentives and tax increment financing, and economic development investments, such as public infrastructure investments and arrangements to fully or partially reimburse developers or end users

for certain public infrastructure investments, can play a critical role in competitively positioning the City and Township to attract jobs and economic growth.

- C. The JEDD Board of Directors (the "JEDD Board") has adopted a resolution to levy an income tax at a rate equal to the City's income tax rate (currently 2.0%) within the JEDD. The income tax shall be used for the purposes of the JEDD and for the purposes of the City and Township pursuant to the JEDD Contract and in accordance with this Agreement. The income tax is levied in the JEDD based on income earned by persons working in the JEDD and on the net profits of businesses located in the JEDD. The rate of the income tax shall change from time to time so that it is equal to the highest rate being levied by City. Pursuant to the JEDD Contract and an Income Tax Collection and Distribution Agreement among the Township, the City, and the JEDD, the income tax shall be administered, collected, enforced and distributed by the City.
- D. From the Gross Revenue (as such term is defined in the JEDD Contract) collected by the City with respect to the Project and deposited into the established City JEDD Fund (the "JEDD Fund") in accordance with the JEDD Contract, the City shall, within thirty (30) days of receipt, (1) pay the CWLSD Payment described below, (2) pay the EFCTS Payment described below, and (3) distribute the remaining Gross Revenue in accordance with the JEDD Contract.

The CWLSD Payment is in consideration of Canal Winchester Schools' approval of the CRA Agreement and TIF. For each year during the term of the CRA Exemption, the CWLSD Payment and EFCTS Payment shall be an aggregate amount of ten percent (10%) of the Gross Revenue, divided between the School Districts based on their relative effective property tax rates in the year of collection. By way of example, Canal Winchester Schools' tax year 2021 effective rate for class two real property is 45.5051 mills and EFCTS' 2021 tax year 2021 effective rate for class two real property is 2.0000 mills, which means that, in 2022, Canal Winchester Schools would receive 9.58% of the Gross Revenue and EFCTS would receive .42% of the Gross Revenue.

The City will make payments from the JEDD Fund in accordance with the forgoing paragraph, and as otherwise directed by the JEDD Board under the JEDD Contract.

E. In connection with the Project, the Company and the Port Authority are expected to enter into various leases and other agreements relating to acquisition of construction materials (the "Capital Lease Transaction"), and in connection with the Capital Lease Transaction, the Company shall agree to (1) pay to the Port Authority 8% of the sales tax savings to cover legal and administrative costs; and (2) pay to the County 42% of the Company's projected sales tax savings, to be transferred to the Fairfield County Transportation Improvement District (the "TID") to be used for infrastructure improvements benefiting the Project (the "Sales Tax Savings Infrastructure Contribution"); and (3) pay to the County an amount equal to \$1.50 per square foot of buildings to be constructed, to be transferred to the TID, subject to reduction as described in the paragraph below (the "Square Foot Infrastructure Contribution" and, together with the Sales Tax Savings Infrastructure Contribution, the "Capital Lease PILOTs"), also to be used for infrastructure improvements benefiting the Project. The sales tax savings paid to the Port Authority will be due at the time of the execution of the Capital Lease. The PILOTs and sales tax savings due to the County are one-time obligations, to be paid to the County on the following schedule: (i) one-third (33.33%) payable upon the completion of the Port Authority Capital Lease; (ii) an additional onethird (33.33%) payable upon fifty percent (50%) completion of the improvements to Basil-Western Road as shown in **Exhibit E** (the "Basil-Western Road Improvements"); and (iii) the remaining one-third (33.33%) payable upon completion of the Basil-Western Road Improvements.

In addition, the Company will contribute a one-time payment, based on an approved cost estimate of \$48,838, for the construction of a multi-use path in accordance with Fairfield County Regional Planning Commission recommendations. This payment will coincide with the first one-third (33.33%) payment upon the start of road construction.

The Company will utilize Fairfield County Utilities as its service provider for water and wastewater. The Company will not erect a water tank unless Fairfield County Utilities is unable to provide required capacity to the facility.

The Square Foot Infrastructure Contribution shall be reduced to a minimum of \$1 per square foot if additional funding is secured through grants specific to this project. In the event that the grant is delayed, rescinded, or otherwise reduced due to circumstances other than negligence or willful misconduct of the County, the Square Foot Infrastructure Contribution shall be reinstated in an amount proportional to the reduction of the grant (not to exceed \$1.50 per square foot of buildings to be constructed), and the Company shall pay such additional amount within sixty (60) days of the receipt of written notice thereof. (by way of example, a project includes a 600,000 Square Foot building in which the developer would be responsible for \$900,000 in payments for infrastructure. The Transportation Improvement District (TID) receives a \$300,000 grant from the State of Ohio for infrastructure improvements tied to the project. This would reduce the cost to the developer by \$100,000, so the new amount owed by the developer would be \$800,000. In the event that the grant is awarded at a later date or payout is delayed, the Company would pay the full amount and receive a refund from the County at after the grant is executed.

F. In consideration of the investment of the Company in the Project, the County intends to authorize the TIF Resolution, providing a 30-year, 100% exemption with respect to the increase in the assessed valuation of the Project Site and value of building improvements (collectively, the "Improvements") located on the Project Site (but subject to the priority of the CRA Exemption) as part of a tax increment financing arrangement (the "TIF Exemption") pursuant to which the owner of the Project Site will make service payments in lieu of taxes ("PILOTs") equal to the real property taxes that would have been payable with respect to the Improvements but for the TIF Exemption. The structure of the TIF Exemption will be a "non-school TIF" (CWLSD and EFCTS will receive compensation payments equal to 100% of the real property taxes that would have been paid to CWLSD and EFCTS but for the TIF Exemption). Remaining PILOTs will be deposited with The Fairfield County Port Authority and used to pay the costs of public infrastructure improvements that benefit the Project Site.

Collaborating with the TID and at no cost to the Company other than the Capital Lease PILOTs, the County will complete or cause the completion of the Basil-Western Road Improvements. The County, Port Authority, or TID intend to issue bonds and undertake other financial obligations to fund the roadwork improvements to the entire corridor, with completion likely in 2027 (and all the roadwork being done at the same time). The County, City, TID, Port Authority, and the Township have entered into a Memorandum of Understanding ("MOU") with respect to the roadwork, outlining the overall scope, applicability and timing of the roadwork

project, and confirming that future development projects receiving incentives similar to the ones outlined in this Agreement and benefiting from the public infrastructure improvements serving the area will contribute to the cost of such improvements at no less than the rate contributed by the Company (at least 42% of sales tax savings from any capital lease transaction and at least \$1.50 per square foot of buildings being constructed), but subject to adjustment in the event that particular aspects of a future development project, including receipt of grant moneys or other funds with respect to such future development project, necessitate such adjustment.

The County and TID will use their best efforts to (i) complete the Basil-Western Road Improvements by January 1, 2027; and (ii) maintain emergency access and regular vehicular ingress and egress to the Project Site throughout the process of completion of the Basil-Western Road Improvements (collectively, the "Basil-Western Road Commitment"). The Township and County acknowledge that, except for failure to provide emergency access and regular vehicular ingress and egress to the Project Site, the completion of the Basil-Western Road Improvements will not be a condition precedent to the issuance of a certificate of occupancy for the Project; provided, further, if the Company reasonably determines that it will be prevented from receiving its certificate of occupancy due to any lack of vehicular access to the Project Site, the Company shall provide the County, Township and TID with no less than fifteen (15) days prior written notice and, if no such immediate action is taken by the County or TID to rectify same, or if such lack of access persists for more than forty-five (45) days after such written notice is provided, the Company may undertake reasonable actions to provide such access to the Project Site in order to obtain its certificate of occupancy. In such event, the Company shall promptly provide to the County and TID documentation sufficient, in the reasonable discretion of the County and TID, to substantiate the expenses incurred by the Company in connection with the actions undertaken as described in the immediately preceding sentence, and the County or TID, within thirty (30) days of receipt, shall approve or contest such expenses. In the event of approval, the reasonable documented costs of the Company incurred in such case shall be deducted from the Capital Lease PILOT payments remaining to be paid under this Agreement and, to the extent that the amount of any remaining Capital Lease PILOT payments to be paid by the Company are exceeded by the costs incurred by the Company to provide such access, such amounts shall be reimbursed by the County or TID within sixty (60) days of receipt of the documentation described above.

The Company, the City, the County and the Township shall cooperate with each other including, but not limited to, seeking new or additional funding sources for the public infrastructure improvements, such as 629 Grants, other State grants and State Infrastructure Bank financing.

- G. The term of the JEDD Contract shall be fifty (50) years, provided, however, that there shall be automatic twenty-five (25) year renewals after the expiration of the initial fifty-year term unless either the City or the Township provides written notice to the other that its respective legislative authority has, by resolution or ordinance, terminated the JEDD Contract not earlier than 365 days and not later than 180 days prior to the commencement of any renewal periods.
- H. The JEDD Board shall consist of five members, one member representing the City, one member representing the Township, one member representing the owners of businesses located within the JEDD, one member representing the persons working within the JEDD, and one member selected by the other members to serve as chairperson of the Board.

- I. The City and the Township agree not to remove any portion of the Project Site from the JEDD without the prior written consent of the Company, its successors and/or assigns.
 - J. The Company agrees that it will not opt out of the JEDD.

5. <u>Township Compensation Payments</u>

- A. The Township agrees that the payments it will receive through the JEDD shall be the only amounts it is obligated to receive attributable to tax revenue foregone as a result of the CRA Agreement. The Township agrees not to seek additional payments from the County, the City or the Company in connection with the Project (as defined in the CRA Agreement), this Agreement, the CRA Agreement or the JEDD Contract; provided, however, this section shall not prohibit the Company from making voluntary payments or voluntary in-kind contributions.
- B. Pursuant to R.C. 5709.82(B)(1), the Township expressly consents to the amounts to be received by it under the terms of this Agreement, irrespective of the relationship of the amounts to be received under this Agreement to the tax revenue foregone by it under the CRA Agreement.

6. <u>School District Compensation Payments</u>

As consideration for Canal Winchester Schools' approval of the CRA Agreement, the TIF Resolution and this Agreement, and in addition to the allocation of the portion of the JEDD Income Tax revenues to the School Districts in accordance with Section 2(D) hereof, for so long as (i) the property tax exemptions granted pursuant to the CRA Agreement are not otherwise modified (unless agreed upon in writing by the Company and Canal Winchester Schools), and (ii) the CRA Agreement has not been terminated, the Company shall provide and account for 15 annual payments equal to twenty cents (\$0.20) per leasable square foot of each new building constructed at the Project Site, to be distributed to Canal Winchester Schools and EFCTS (collectively, the "School District Payments") based on their percentage of the sum of the two districts' effective millage rates for Class 2 real property (currently, nineteen cents [\$0.19] to Canal Winchester Schools and one cent [\$.01] to EFCTS). Within thirty (30) days after a building receives a certificate of occupancy, the Company shall notify Canal Winchester Schools of such certificate of occupancy and provide the number of leasable square feet, as determined in accordance with BOMA *Industrial Buildings: Standard Methods of Measurement (ANSI Z65.2-2012)*, the Exterior Wall Methodology (Method A).

The first School District Payment shall be paid from the Company to the School Districts no later than 30 days after the date on which the County's CRA Housing Officer certifies the CRA exemption application to the Fairfield County Auditor for a building at the Project Site (the "School Payment Date"). Each subsequent School District Payment shall be paid from the Company to the School Districts no later than 30 days after each annual anniversary of the School Payment Date. Each School District Payment shall be delivered to the notice address provided in Section 9(I) of this Agreement or such other address as the School Districts may provide from time to time.

Failure of the Company to pay the amounts due under this Section 6 shall be an event of default hereunder and subject to the remedies provisions set forth in Section 8.

7. <u>Cooperation by Property Owner</u>

The Company agrees to cooperate with the Township, the City and the JEDD Board in connection with the administration of the JEDD Contract, including the imposition of the JEDD income tax. The Company agrees to include one or more provisions in leases or purchase contracts executed for real property within the JEDD to make tenants and other assignees aware of the JEDD income tax and School District Payments, and to prohibit lessees and assignees from challenging the validity of the School District Payments, JEDD Contract, and the JEDD income tax. The parties acknowledge that the Company cannot restrict the political or legal rights of employees of its tenants and assignees.

8. Remedies

The parties agree that any of the parties to this Agreement may seek to have a default by any party hereto remedied through an action for monetary damages or an action for specific performance.

9. Miscellaneous

- A. This Agreement and the benefits and obligations hereof may be assigned in whole or in part by the Company to any of its affiliates or to any future tenants in the JEDD or property owners in the JEDD, provided, however, that (i) the School Districts shall receive written notice of all such assignments no later than 15 days after the effective date of each assignment, and (ii) any assignee must expressly agree to be bound by the terms and conditions of this Agreement. Any purported assignment that does not meet the requirements of (i) and (ii) above shall not be effective. This Agreement and the benefits and obligations hereof are not transferable or assignable, in whole or in part, by the County, the City or the Township without the express, written approval of all of the other parties to this Agreement, which approval shall not be unreasonably withheld.
- B. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same Agreement.
- C. Except as noted below, the parties and their agents are prohibited from challenging, directly or indirectly, the validity of any of the following agreements and/or legislation or the tax exemptions granted therein (the "Key Agreements"): this Agreement; the JEDD Contract, including the JEDD income tax or any resolution authorizing the JEDD income tax; the TIF Resolution or TIF agreement; and the CRA Agreement. In that regard, the parties waive any defects in any proceedings related to the Key Agreements. If the validity of any of the Key Agreements is challenged by any entity or individual, whether private or public, the County, the City, the Township and the Company, with each bearing its own costs, shall advocate diligently and in good faith in support of the validity of the challenged agreement. The restrictions and requirements of this Section 7.C are not applicable to any party seeking to enforce its rights under one of the Key Agreements against a party that is in default of that Key Agreement, provided that the challenge must be reasonably related to the default.
- D. The Port Authority may or may not be a party to the CRA Agreement as capital lessor of any buildings on the Project Site; however, all obligations of the Company under this

Agreement, including the obligations to make compensation payments (including the School District Payments) and to assure payment of the JEDD income tax, will remain obligations of the Company.

- E. This Agreement sets forth the entire agreement and understanding between the parties as to the subject matter hereof and merges and supersedes all prior discussions, agreements, undertakings of every kind and nature between the parties with respect to the subject matter of this Agreement.
- F. If any provision of this Agreement or the application of any such provision to any such person or any circumstance shall be determined to be invalid or unenforceable, then such determination shall not affect any other provision of this Agreement or the application of such provision to any other person or circumstance, all of which other provisions shall remain in full force and effect; and, if any provision of this Agreement is capable of two constructions one of which would render the provision invalid, then such provision shall have the meaning which renders it valid.
- G. Any amendments to this Agreement must be in writing and be signed by all of the parties to this Agreement or their successors.
- H. Any captions and headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections hereof.
- I. Any notices, statements, acknowledgements, consents, approvals, certificates or requests required to be given on behalf of any party to this Agreement shall be made in writing addressed as follows and sent by registered or certified mail, return receipt requested, and shall be deemed delivered when the return receipt is signed, refused or unclaimed:

If to the County, to:

Fairfield County Commissioner's Office 210 East Main Street, Room 301 Lancaster, OH 43130

With a copy to:

Director Fairfield County Economic Development 210 East Main Street, Room 407 Lancaster, OH 43130 If to the Township, to:

Violet Township Board of Trustees 10190 Blacklick Eastern Road Pickerington, OH 43147

With a copy to:

Price D. Finley Bricker & Eckler LLP 100 South Third Street Columbus, Ohio 43215

If to the City, to:

Mayor City of Canal Winchester 45 East Waterloo Street Canal Winchester, OH 43110

With a copy to:

Development Director City of Canal Winchester 45 East Waterloo Street Canal Winchester, OH 43110

If to Canal Winchester Schools:

Board of Education Canal Winchester Local School District 100 Washington Street Canal Winchester, Ohio 43110

If to the Company, to:

Adam Hemmer Roebling Development Company 226 Grandview Drive Fort Mitchell, Kentucky 41017 And:

Scott J. Ziance Vorys, Sater, Seymour, and Pease LLP 52 E. Gay Street Columbus, OH 43215

or to any such other persons or addresses as may be specified by any party, from time to time, by prior written notification.

[Remainder of Page Intentionally Left Blank – Signature Pages Follow]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

BOARD OF COUNTY COMMISSIONERS OF FAIRFIELD COUNTY, OHIO

| By: | |
|-----------------------------------|---------------------------------------|
| Print Name: | |
| Title: | |
| | APPROVED AS TO FORM: |
| | Fairfield County, Ohio Prosecutor |
| VIOLET TOWNSHIP BOARD OF TRUSTEES | |
| By: | |
| Print Name: | |
| Title: | |
| CITY OF CANAL WINCHESTER, OHIO | |
| By: | |
| Print Name: | |
| Title: | |
| | APPROVED AS TO FORM: |
| | City Attorney, Canal Winchester, Ohio |

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

| ROAKD OF COUNTY COMMISSIONERS OF EX | MATERIA COUNTY, OMO |
|------------------------------------------------------------|---------------------------------------|
| Ву: | |
| Print Name: | |
| Title: | |
| | APPROVED AS TO FORM: |
| V | |
| | Fairfield County, Ohio Prosecutor |
| VIOLET TOWNSHIP BOARD OF TRUSTEES | |
| By: William V. Ulturo | |
| Print Name: W.11. am V. Uttertoa | ek |
| Print Name: W.11.am V. Utterton Title: Touship Administ | rator |
| CITY OF CANAL WINCHESTER, OHIO | |
| Ву: | |
| Print Name: | |
| Title: | |
| | APPROVED AS TO FORM: |
| | City Attorney, Canal Winchester, Ohio |
| 105 | |

[Signature Page to Development and Compensation Agreement]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

BOARD OF COUNTY COMMISSIONERS OF FAIRFIELD COUNTY, OHIO By:_____ Print Name: APPROVED AS TO FORM: Fairfield County, Ohio Prosecutor VIOLET TOWNSHIP BOARD OF TRUSTEES By:_____ Print Name: Title:____ Print Name: APPROVED AS TO FORM: City Attorney, Canal Winchester, Ohio

| CANAL WESTER LOCAL SO | CHOOL DISTRICT |
|---------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| By: | |
| Print Name: Mille Poba | 75 |
| Title: Trassurar | |
| Date: 08/21/2024 | |
| By: Bugas Sus | |
| Print Name: Kiya Hunt | |
| Title: Superintendent | |
| Date: 8 22 2024 | |
| ROEBLING DEVELOPMENT COM | ADDA NIV |
| | WAT AIN Y |
| Ву: | |
| Print Name: Adam Hemn | ne/ |
| Title: President | |
| | |
| FAIRFIELD COUNTY PORT AUT | HORITY |
| Ву: | |
| Print Name: | |
| Title: | , and the second |
| | AMANDA JACKSON Notary Public, State of Onto Wy Commission Expires 03/21/2028 |

[Signature Page to Development and Compensation Agreement]

CANAL WINCHESTER LOCAL SCHOOL DISTRICT By: _____ Print Name: Date: _____ Print Name:_____ Date: _____ ROEBLING DEVELOPMENT COMPANY President FAIRFIELD COUNTY PORT AUTHORITY Print Name: VEFFREY A. SAUER Title: BOARD CHAIR

| STATE OF) | |
|--------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------|
|) SS COUNTY OF) | |
| The foregoing instrument was signed and , 2024, by | d acknowledged before me this day of , the of the Board of County |
| Commissioners of Fairfield County, Ohio, a of the political subdivision. | , the of the Board of County political subdivision of the State of Ohio, on behalf |
| | Notary Public |
| | |
| STATE OF)) SS COUNTY OF) | |
| COUNTY OF) | |
| The foregoing instrument was signed and, 2024, by | d acknowledged before me this day of, the of the Violet Township of Ohio, on behalf of the political subdivision. |
| Trustees, a political subdivision of the State | of Ohio, on behalf of the political subdivision. |
| | Notary Public |
| STATE OF)) SS | |
| COUNTY OF) | |
| The foregoing instrument was signed and, 2024, by | d acknowledged before me this day of, the of the City of Canal of the State of Ohio, on behalf of the political |
| Winchester, Ohio, a political subdivision subdivision. | of the State of Ohio, on behalf of the political |
| | |
| | Notary Public |

| STATE OF) | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------|
| COUNTY OF | |
| The foregoing instrument was signed and acknowledge acknowledge and acknowledge acknowledge and acknowledge acknowledg | owledged before me this day of he of the Board of County al subdivision of the State of Ohio, on behalf |
| | Notary Public |
| | |
| STATE OF <u>Ohio</u>)) SS COUNTY OF <u>Frankin</u>) | |
| | |
| The foregoing instrument was signed and acknowledge acknowledge and acknowledge acknowledge and acknowledge acknowledg | owledged before me this <u>DA</u> day of the Violet Township, on behalf of the political subdivision. |
| The foregoing instrument was signed and acknowled to the state of Ohio 2024, by William OHE Cork to ASHLEY DOMINGUEZ NOTARY PUBLIC STATE OF OHIO Comm. Expires 08-12-2027 STATE OF OHIO STATE OF OHIO OHIO COMM. | Notary Public Domingun |
| The Committee | |
| 766 | |
| COUNTY OF) | |
| The foregoing instrument was signed and acknowledge, 2024, by | owledged before me this day of the of the City of Canal State of Ohio, on behalf of the political |
| (* | |
| | Notary Public |

[Notary Page to Development and Compensation Agreement]

| STATE OF | |
|--------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------|
| COUNTY OF) | |
| The foregoing instrument was signed and a | cknowledged before me this day of, the of the Board of County litical subdivision of the State of Ohio, on behalf |
| Commissioners of Fairfield County, Ohio, a poof the political subdivision. | litical subdivision of the State of Ohio, on behalf |
| | 6. 14 |
| | Notary Public |
| STATE OF) | |
| COUNTY OF) SS | |
| The foregoing instrument was signed and a 2024, by | cknowledged before me this day of, the of the Violet Township Ohio, on behalf of the political subdivision. |
| Trustees, a political subdivision of the State of | Ohio, on behalf of the political subdivision. |
| | Notary Public |
| STATE OF Ohio | |
| COUNTY OF Marklin) SS | |
| 11111 2024 by NOT DECARE | acknowledged before me this 30 th day of, the Mayor of the City of Canal f the State of Ohio, on behalf of the political |
| AMANDA JACKSO Notary Public, State of O My Commission Expl 03/21/2028 | unio unuali i guisser |

| STATE OF Ohio) SS COUNTY OF Franklin) |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| The foregoing instrument was signed and acknowledged before me this 22nd day of August, 2024, by Nick Roberts, the Treasurer and King Hunt, the Superintendent of the Canal Winchester Local School District, a political subdivision of the State of Ohio, on behalf of the political subdivision. SARAH NAESS Notary Public, State of Ohio My Commission Expires: March 20, 2028 Notary Public |
| STATE OF KENTRUKY) SS COUNTY OF KENTON |
| The foregoing instrument was signed and acknowledged before me this 4 day of, 2024, by, the |
| Bethany Ann-Kristine Koeningers Notary Public, ID KYNP40499 State at Large, Kentucky My Commission Expires on 1-15-25 Notary Public Notary Public |
| STATE OF) SS COUNTY OF) |
| The foregoing instrument was signed and acknowledged before me this day of, 2024, by, the of the Fairfield County Port Authority, a political subdivision of the State of Ohio, on behalf of the political subdivision. |
| |
| Notary Public |
| |

| STATE OF) SS | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------|
| COUNTY OF | |
| The foregoing instrument was signed and acknowledged 2024, by, the and of the Canal Winchester Local School District, a political behalf of the political subdivision. | before me this day of,, the, al subdivision of the State of Ohio, on |
| | Notary Public |
| STATE OF KENTHICKY) SS COUNTY OF KENTON | |
| The foregoing instrument was signed and acknowled, 2024, by Adam Hemmer, the Proceedings of the Corporation, on behalf of the corpo | ged before me this 9th day of Sident of Roebling Development ration. |
| Bethany Ann-Kristine Koeninger Notary Public, ID KYNP40499 State at Large, Kentucky My Commission Expires on 1-15-25 | Bethany & Molnwayer Notary Public |
| STATE OF Ohio SS | |
| The foregoing instrument was signed and acknowledged 2024, by Jeff Saver, the Board Chair of political subdivision of the State of Ohio, on behalf of the VINCENT CARPICO NOTARY PUBLIC STATE OF OHIO Commission expires | before me this 12 day of Spt., the Fairfield County Port Authority, a political subdivision. Notary Public |

EXHIBIT A

TO DEVELOPMENT AND COMPENSATION AGREEMENT

Map and Description of Project Site

The Project Site is the real estate situated in the County of Fairfield and State of Ohio consisting of the tax year 2021 parcel numbers listed below (and including any subsequent combinations and/or subdivisions of the current parcel numbers), and depicted on the map below:

- 0370211710



EXHIBIT B

TO DEVELOPMENT AND COMPENSATION AGREEMENT

Form of CRA Agreement

(attached hereto)

EXHIBIT C

TO DEVELOPMENT AND COMPENSATION AGREEMENT

Form of TIF Resolution

(attached hereto)

EXHIBIT D

TO DEVELOPMENT AND COMPENSATION AGREEMENT

Form of JEDD Expansion

(attached hereto)

<u>PETITION</u> (Property Owner)

To: The Board of Township Trustees of Violet Township, Fairfield County, Ohio and the City Council of the City of Canal Winchester, Ohio

WHEREAS, the Township of Violet, Fairfield County, Ohio (the "Township") and the City of Canal Winchester, Ohio (the "City"), which are contiguous communities sharing a mutual interest in promoting economic development, are parties to that certain Violet Township - City of Canal Winchester Joint Economic Development District Contract, made and entered into on July 20, 2023 (the "Contract"), establishing and governing the Violet Township - City of Canal Winchester Joint Economic Development District (the "District"); and

WHEREAS, the following documents have been filed and are available for public inspection in the office of the Fiscal Officer of the Township and the office of the Fiscal Officer of the City:

- (A) A copy of an Amendment to the Contract (the "Amendment") to add certain territory to the proposed District, as is more particularly described in the Amendment (the "Property"), to wit: Fairfield Co. Auditor ID No. ; and
- (B) A description of the Property, including a map in sufficient detail to denote the specific boundaries of the Property and to indicate any zoning restrictions applicable to the Property.

NOW, THEREFORE, the undersigned petitioner (the "Petitioner") hereby requests the expansion of the Violet Township - City of Canal Winchester Joint Economic Development District and, to that end, petition and request that the Township and the City execute and deliver the Amendment at the earliest time permitted by law.

The Petitioner represents and warrants with respect to the Property:

- (1) the Petitioner is owner of the Property;
- (2) the Property is accurately described herein;
- (3) the Property is not residential property and no electors reside on the Property; and
- (4) the Property is located within the territory of the Township.

| TD1 . | D | • | | 1 | .1 | | C | .1 | T. | |
|-------|----------|----|--------|------|-----|--------|----|------|------|--------|
| I his | Petition | 10 | stoned | hv | the | owner | ΩŤ | the | Pror | nertv. |
| 11113 | 1 Cumon | 10 | Signed | . Uy | uic | OWITCI | OI | tiic | 110 | ocity. |

PETITIONER

| Name: | | | |
|------------|------|------|------|
| Address: | | | |
| | | | |
| | | | |
| Signature: | | | |
| Date: | | | |

<u>PETITION</u> (Business Owner)

To: The Board of Township Trustees of Violet Township, Fairfield County, Ohio and the City Council of the City of Canal Winchester, Ohio

WHEREAS, the Township of Violet, Fairfield County, Ohio (the "Township") and the City of Canal Winchester, Ohio (the "City"), which are contiguous communities sharing a mutual interest in promoting economic development, are parties to that certain Violet Township - City of Canal Winchester Joint Economic Development District Contract, made and entered into on July 20, 2023 (the "Contract"), establishing and governing the Violet Township - City of Canal Winchester Joint Economic Development District (the "District"); and

WHEREAS, the following documents have been filed and are available for public inspection in the office of the Fiscal Officer of the Township and the office of the Fiscal Officer of the City:

- (C) A copy of an Amendment to the Contract (the "Amendment") to add certain territory to the proposed District, as is more particularly described in the Amendment (the "Property"), to wit: Fairfield Co. Auditor ID No. ; and
- (D) A description of the Property, including a map in sufficient detail to denote the specific boundaries of the Property and to indicate any zoning restrictions applicable to the Property.

NOW, THEREFORE, the undersigned petitioner (the "Petitioner") hereby requests the expansion of the Violet Township - City of Canal Winchester Joint Economic Development District and, to that end, petition and request that the Township and the City execute and deliver the Amendment at the earliest time permitted by law.

The Petitioner represents and warrants with respect to the business described or named next to the signature of the Petitioner (the "Business"):

- (1) the Petitioner is owner of the Business;
- (2) the Business is accurately described herein;
- (3) the Business is located within the territory of the Township.

| This | Petition | is sign | ed by t | he owner | of the | business | located | within | the area | to be | added ' | to the | e District |
|-------|-----------|---------|---------|--------------|--------|----------|---------|-----------------------------------------|------------|-------|---------|--------|------------|
| 11110 | I CULTOII | | | 110 0 111101 | OI HIL | Cubille | 10000 | *************************************** | tile allea | | aaaca | | Dibuie |

PETITIONER

| Business Name: | |
|----------------|--|
| Address: | |
| | |
| By: | |
| Printed Name: | |
| Date | |

EXHIBIT E

TO DEVELOPMENT AND COMPENSATION AGREEMENT

Basil-Western Road Improvements

18124613v7 E-1

Prosecutor's Approval Page

Resolution No.

A Resolution authorizing the Development and Compensation agreement with Roebling Development Company, a Kentucky corporation

(Fairfield County Economic & Workforce Development)

Approved as to form on 10/14/2024 4:49:40 PM by Amy Brown-Thompson,

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

Amy Brown Manpson

Signature Page

Resolution No. 2024-10.22.j

A Resolution authorizing the Development and Compensation agreement with Roebling Development Company, a Kentucky corporation

(Fairfield County Economic & Workforce Development)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution to approve a Grant Agreement between Fairfield County Board of Commissioners and Ohio Emergency Management Agency for the FY22 HMEP Year 3 Grant Award.

WHEREAS, Fairfield County applied and will receive \$19,520.00 in reimbursable grant funds for the FY22 Hazardous Materials Emergency Preparedness (HMEP) – Year 3 Grant; and

WHEREAS, these funds require a 20% (\$4,880.00) match that will be paid for by the funds of the Local Emergency Planning Committee by Committee approval; and

WHEREAS, these total funds will be used for approved grant purchases; and

WHEREAS, the Ohio Emergency Management Agency provided a grant agreement to be expended or obligated by September 30, 2025; 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 Ohio Emergency Management Agency.

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

Prepared by: Christy Noland, EMA

| OHIO EMERGENCY MANAGEMENT AGENCY GRANT AGREEMENT | | | | | | | | | | | |
|-------------------------------------------------------------------|---------------------------------------------------------|----------------|-----------|--------------------------------|-------------------------------------|------------------------------------|-----------------------------|-----------------|-----|---------------|--|
| Subrecipient | Subrecipient Grant Agreement # Subrecipient Vendor ID # | | | FAIN # | | | CFDA# | State Fur | nd# | State Grant # | |
| | 192211 56164 | | | 693JK32240034HMEP | | | 20.703 | 3370 | | DPSFE277 | |
| FY2022 Hazardous Materials Emergency Preparedness (HMEP) – Year 3 | | | | Federal Award (80%) Local Mato | | | ch (20%) Performance Period | | | nance Period | |
| Fairfield County EMA | | | | \$19,520 | \$19,520.00 \$4,880.00 09/30/2024 - | | | 24 – 09/30/2025 | | | |
| Subrecipient Signatory Office/Address | | | | | | Recipient Sig | gnatory Of | fice/Addre | ess | | |
| Name/Title | Andrea Cordle, County | / Administrato | r | | Name/Title | Sima S. Merick, Executive Director | | | | | |
| Agency | ency Fairfield County EMA | | | Agency | Ohio Emergency Management Agency | | | | | | |
| Address | 240 Baldwin Drive | | | Address | 2855 W. | 2855 W. Dublin-Granville Road | | | | | |
| City, Zip | Lancaster OH 43130 | | City, Zip | Columbus | | OH 4 | 43235 | -2206 | | | |

Grant Award Requirements

General Requirements:

- 1. The following forms must be filled out, signed and returned with authorized signature to the Ohio EMA Grants Branch, via email to EMA_Grants@dps.ohio.gov within sixty (60) days after receipt of this Award:
 - a. Grant Agreement
 - b. Assurances & Disclosure of Lobbying Agreement
 - c. Other Required Forms
- 2. Signatory of this Agreement must have authority to obligate the Subrecipient.

Federal Requirements

- 1. When applicable, the Subrecipient shall provide proof of competitive procurement in accordance with applicable federal, state and local procurement laws and regulations through either submission of three quotes and/or bid package (i.e., request for quotes, advertisement of bid, bid specs, bid proposals, tabulations, etc.) or submission of preapproved non-competitive procurement form.
- 2. Ohio EMA reserves the right to request additional documentation and/or information prior to reimbursement and may deny reimbursement if it is determined that the goods or services purchased or that the procurement method used does not comply with state or federal grant requirements.
- 3. This grant requires a 20% match. Subrecipient affirms that matching funds are available and that matching funds are from a non-federal, non-restricted source. In addition, the matching funds must meet the requirements of the HMEP grant program.
- 4. Subrecipient affirms that funds will be disbursed within ten (10) days of receipt.
- 5. Subrecipient agrees to comply with the grant requirements found in the most recent version of Title 2 Code of Federal Regulations (CFR) and the Federal Acquisition Regulations Part 31.2 as applicable and as amended.
 - a. Subrecipient shall have and use a procurement procedure which reflects applicable State and local laws and regulations, and conforms to Federal laws and the standards identified in **2 CFR 200**, in the expenditure, management and accounting of these funds for any procurement using these funds. Inclusive of the federal requirements is the need to utilize one of the approved procurement methods outlined in **2 CFR 200**.
 - b. Subrecipient shall only use funds in accordance with the FY2022 HMEP Grant Program Federal and State guidance and the rules, regulations and requirements contained within.
 - c. Subrecipient affirms these funds will not be used as a match for other federal programs and that funds will supplement, and not supplant, local, state or federal funds.
 - d. Subrecipient affirms reimbursed funds through this grant have not been reimbursed through any other grant federal or otherwise.

- e. In accordance with 2CFR200.313 Equipment, the subrecipient agrees to maintain a current inventory listing (Master Asset Listing) of grant-funded equipment funded by this grant (wholly or in part) and any relevant certifications to be submitted upon request. A physical inventory (wholly or in part) will be conducted at least every two years. A current Master Asset Listing along with a yearly inventory certification must be submitted to Ohio EMA within 30 days after December 31 of each year for grant funded assets from the current and any previous awards.
- f. Subrecipient shall submit policies and procedures annually as guided by the Ohio EMA Grants Branch.
- g. Any amendment or modification of this Grant Agreement shall be pre-coordinated and made in writing, signed by both parties, and shall specify the changes and justification.
- h. If applicable, Subrecipient shall not utilize Federal funds as a match for this grant.
- 6. Subrecipient agrees to be responsible for compliance with all applicable federal, state, and local laws and regulations, including but not limited to, 49 U.S.C. § 5116, 49 CFR 110, 49 CFR 18, 49 CFR 20, 49 CFR 21, 2 CFR Part 1200, 49 CFR 32, 2 CFR Part 225, OMB Circular A-87, equal employment opportunity, conflict of interest, ethics (ORC Chapter 102) and elections (ORC Chapter 3517).
- 7. Domestic preferences for procurement (2 CFR 200.322) encourages the Subrecipient, to the extent permitted by law, to maximize use of goods, products, and materials produced in the United States when procuring goods and services under Federal awards. This Part will apply to procurements under a grant or cooperative agreement. <u>This</u> section includes the requirement that such terms be flowed down to all contracts and purchase orders.
- 8. Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms (2 CFR 200.321) requires the Subrecipient to take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
- 9. Subrecipient shall maintain all accounting records and supporting documents, papers and other evidence of this project in a separate location. Records of different federal fiscal periods and grants shall be separately identified and maintained. Subrecipient shall maintain all accounting records and supporting documents, papers and other evidence of this project and shall make such materials available at all reasonable times during normal business hours for inspection by any authorized representative of the State, the federal granting agency, or the United States Comptroller General for a period of at least three years after the federal closeout date (not three years from end of the performance period set forth in the Agreement.)
- 10. Subrecipient is prohibited from transferring grant funds between various federal programs or awards.
- 11. Subrecipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this grant program.
- 12. Subrecipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of Ohio EMA and U.S. DOT/PHMSA.
- 13. Subrecipient shall ensure that all applicable and appropriate guidance, rules, regulations and terms of this agreement are included in any sub-award or contract funded by these funds.
- 14. Subrecipient agrees to abide by all applicable US DOT/PHMSA Standard Terms and Conditions which are hereinafter incorporated as part of this Grant Agreement and attached in the FY2022 HMEP Grant Program Guidance Document.

State Requirements:

- 1. Subrecipient agrees that program funds are not available to be drawn until Ohio EMA accepts and approves all the submitted application forms and the executed signed Grant Agreement has been returned to Ohio EMA.
- 2. This Grant Agreement, all rights, duties and/or obligations described herein may not be assigned or sub-contracted by the Subrecipient.
- 3. Subrecipient agrees to submit any proposed revision to their pre-approved budget via EM Grants System, with justification for review and approval by Ohio EMA prior to obligating funds for any such revision.
- 4. All procurements of \$10,000 and above must be pre-approved by Ohio EMA, prior to obligation of funds, via EM Grants System. Retro-active approval will not be granted and expenditures will not be reimbursed without pre-approval.
- 5. Any requests for inadequate competition or single source procurement must be pre-approved by Ohio EMA, prior to obligation of funds, via the procurement review process in EM Grants. Retro-active approval will not be granted and expenditures will not be reimbursed without pre-approval.
- 6. Subrecipient will draw down funds through submission of a "Reimbursement Request" via EM Grants System to include proof of cost documentation **AND** proof of competitive procurement in accordance with applicable federal and state procurement laws and regulations through either submission of three quotes and/or bid package

- (i.e., request for quotes, advertisement of bid, bid specs, bid proposals, tabulations, etc.) and submission of pre-approved Procurement Review (for procurements of \$10,000 and above).
- 7. Ohio EMA reserves the right to request additional documentation and/or information prior to reimbursement and may deny reimbursement if it is determined that the goods or services purchased or that procurement method used does not comply with state or federal grant requirements.
- 8. Failure to demonstrate progress or report progress on a quarterly basis may result in de-obligation of grant funding.
- 9. This Grant Agreement, all rights, duties and/or obligations described herein may not be assigned or sub-contracted by the Subrecipient without prior consent of Ohio EMA.
- 10. Authorized Program Expenditures include approved budget line items in accordance with the FY2022 HMEP Grant Program Guidance Document.
- 11. Unauthorized Program Expenditures include: Any other costs without the prior approval of Ohio EMA as the State Administrative Agency (SAA).
- 12. All training must meet NFPA 472 Standards or OSHA 29 CFR 1910.120 as appropriate.
- 13. Authorized Program Expenditures include: Planning and Training for HAZMAT Transportation Issues as outlined in FY2022 HMEP Grant Program guidance.
- 14. Subrecipient agrees, to the extent permissible by applicable law, to be responsible for any and all liabilities or claims caused by or resulting from the Subrecipient's completion of the Project under this Grant Agreement. Nothing in this Grant Agreement shall be construed as an assumption of liability by Ohio EMA, Ohio Department of Public Safety, or U.S. Department of Transportation.
- 15. This Grant Agreement and documents referred to herein constitute the complete understanding of the parties with respect to this award. Whenever possible, each provision of this Grant Agreement shall be interpreted in such a manner as to be effective and valid under both Ohio and federal law. To the extent any provision is determined to be invalid the remainder of the Grant Agreement will not be invalid.
- 16. In the event the Subrecipient fails to follow proper procurement procedures or utilize these funds for the purposes set forth and in accordance with guidance, applicable laws and regulations, the Subrecipient shall be in default. In such event, Ohio EMA may: a) withhold further payment of funds to Subrecipient, b) require Subrecipient to reimburse all or any portion of funds, and/or (c) terminate the Grant Agreement. Before taking action, Ohio EMA will provide Subrecipient reasonable notice of intent to impose measures and will make efforts to resolve the problem informally. In the event that US DOT/PHMSA or the State of Ohio determines that funds are not appropriated or otherwise available to support continuation of this sub-grant, this award shall be canceled. A determination of unavailability of funds shall be final and conclusive.
- 17. Subrecipient may request review of any decision made under this grant program to the Executive Director of Ohio EMA. Decisions of the Executive Director will be final.
- 18. Subrecipient is prohibited from modifying funded projects without prior written approval from Ohio EMA Grants Branch.
- 19. Funds not expended and reimbursed within the period of performance listed in this grant or as otherwise amended will be de-obligated.
- 20. Subrecipient agrees to reimburse State Administrative Agency for all costs and expenses incurred if an audit, monitoring visit or investigation determines the Subrecipient was in violation of the terms of this Grant Agreement (including local, state, and federal requirements). Reimbursement for such costs and expenses may be withheld from any amounts due to the Subrecipient pursuant the payment terms of this Grant Agreement.
- 21. Subrecipient agrees to review and abide by the applicable portions of DPS policy 501.39, and shall report to Ohio EMA any complaints alleging discrimination from clients, customers, program participants, or consumers of DPS or DPS grant recipients related to Subrecipient's actions under this Grant Agreement.

| Subrecipient Signatory Official(s) | Date | Recipient Signatory Official | Date |
|-------------------------------------|------|-----------------------------------------------|------------------|
| | | Sim A. Marik | 10/8/2024 |
| Andrea Cordle, County Administrator | | Sima S. Merick, Executive Director | |
| Fairfield County EMA | | Ohio Emergency Management Agency, State Admin | istrative Agency |

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

| * APPLICANT'S ORGANIZATION | |
|-------------------------------------------------------|---------|
| Fairfield County EMA | |
| * PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE | |
| * Name: Andrea Cordle | |
| * Title: County Administrator | |
| * SIGNATURE: | * DATE: |
| | |

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- Compliance with Regulations: The contractor (hereinafter includes consultants) will
 comply with the Acts and the Regulations relative to Non-discrimination in Federallyassisted programs of the U.S. Department of Transportation, <u>Pipeline and Hazardous</u>
 <u>Materials Safety Administration</u>, as they may be amended from time to time, which are
 herein incorporated by reference and made a part of this contract.
- 2. Non-discrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- 3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
- 4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the *Pipeline and Hazardous Materials Safety Administration* to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the *Pipeline and Hazardous Materials Safety Administration*, as appropriate, and will set forth what efforts it has made to obtain the information.
- 5. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the *Pipeline and Hazardous Materials Safety Administration* may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
- 6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement

as the Recipient or the *Pipeline and Hazardous Materials Safety Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

ROUTING FORM FOR CONTRACTS

| The undersigned designee of the County affirms that he/she has reviewed the attached contract to ensure that complies with County's needs and previous negotiations. The undersigned designee further affirms that the County has complied with the competitive selection process, as prescribed by Ohio Revised Code 9.17, and the applicable sections as outlined on this form, by selecting the applicable boxes below. |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A. Goods and/or Services in excess of \$75,000.00—competitively selected via an Invitation to Bid, pursua to R.C. 307.86-307.92 |
| B. Goods and/or Services in excess of \$75,000.00—competitively selected via a Request for Proposals, pursuant to R.C. 307.862 |
| C. Public Improvement contracts—competitively selected pursuant to R.C. 153.08-153.12 |
| D. Architect/Engineer design services for public improvements—selected through the Request for Qualifications process pursuant to R.C. 153.65-153.72 |
| E. County Road Improvement/Construction—competitively selected pursuant to R.C. 5555.61 |
| F. The subject matter was exempt from competitive selection for the following reason(s): |
| Under \$75,000 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 \$75,000 (as applicable) Purchase Order is included with Agreement |
| Signed this day of 20 |
| Choland Budget Officer |
| 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, yo |
| are certifying you have addressed County, statutory, and grant requirements.* |

Rev. 9-29-23 Eff. 10-3-23 to 12-31-24

Prosecutor's Approval Page

Resolution No.

A resolution to approve a Grant Agreement between Fairfield County Board of Commissioners and Ohio Emergency Management Agency for the FY22 HMEP Year 3 Grant Award.

(Fairfield County Emergency Management Agency)

Approved as to form on 10/16/2024 4:22:00 PM by Amy Brown-Thompson,

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

Amy Brown Manpson

Signature Page

Resolution No. 2024-10.22.k

A resolution to approve a Grant Agreement between Fairfield County Board of Commissioners and Ohio Emergency Management Agency for the FY22 HMEP Year 3 Grant Award.

(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 Intergovernmental Agreement relative to the Basil-Western Road Realignment Project Phase 2A.

WHEREAS, the Fairfield County Transportation Improvement District (TID) is authorized by ORC Chapter 5540 to finance, construct, reconstruct, improve, alter, maintain, repair, and operate street, highway, and other transportation projects; and

WHEREAS, the projects undertaken by the TID and the exercise of its authority, pursuant to ORC Chapter 5540, are essential governmental functions, are considered to contribute to the improvement of the prosperity, health, safety, and welfare of the people of Fairfield County, Ohio and the State, and are consistent with its purpose and will promote industry, commerce, distribution, and research activity within the County, the region, and the State; and

WHEREAS, by resolution 2023-08.15.i, this Board of County Commissioners executed a Memorandum of Understanding defining roles with respect to the services, costs, and improvements that may be undertaken relative to the building of regional transportation infrastructure over and along Basil-Western Road; and

WHEREAS, the TID has, will, or may receive, Roadwork Development 629 Grant funding through the Ohio Department of development's Grant No. SBIG20235429 up to \$1,200,000.00 (the "DOD Grant"), through the Fairfield County Board of Commissioners, to support local roads impacted along the Basil-Western Road Realignment Project; and

WHEREAS, the TID, in cooperation and coordination with the County, wishes to direct funds it has or may receive, directly or indirectly from various funding sources both public and private, including but not limited to the DOD Grant, for the Basil-Western Road Realignment Project to the County for the specific and limited purpose of financing, planning, developing, acquiring right-of-way, and constructing the project; and

WHEREAS, the County, in cooperation and coordination with the TID, wishes to direct funds it has or may receive, directly or indirectly from various funding sources both public and private, including but not limited to the DOD Grant, for the Basil-Western Road Realignment Project to the TID for the specific and limited purpose of financing, planning, developing, acquiring right-of-way, and constructing the project; and

A resolution to approve an Intergovernmental Agreement relative to the Basil-Western Road Realignment Project Phase 2A.

WHEREAS, the County and the TID entered into an Intergovernmental Agreement relative to the Basil-Western Road Realignment Project through resolution 2024-05.28. I for Phase 1 of this project; and

WHEREAS, the Phase 1 work for this project is substantially underway and the County, the City of Canal Winchester, Violet Township, and the TID agree it is appropriate and necessary to now proceed with Phase 2 work in two separate sub phases A and B (Phase 2A Work and Phase 2B Work); and

WHEREAS, the TID is requesting the Board of Commissioners enter into the Second Intergovernmental Agreement Phase 2A for the Basil-Western Road Realignment Project.

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

SECTION 1: That this Board of Commissioners resolves to approve and sign the Second Intergovernmental Agreement Phase 2A between Fairfield County, the City of Canal Winchester, Violet Township, and the Fairfield County Board of Transportation Improvement District.

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

Prepared by: Cheryl Downour

cc: Engineering Office

SECOND INTERGOVERNMENTAL AGREEMENT PHASE 2A

By and Between

CITY OF CANAL WINCHESTER, FAIRFIELD COUNTY, OHIO AND FRANKLIN COUNTY, OHIO

And

VIOLET TOWNSHIP, FAIRFIELD COUNTY, OHIO

And

FAIRFIELD COUNTY, OHIO acting through its BOARD OF COUNTY COMMISSIONERS

And

THE FAIRFIELD COUNTY TRANSPORTATION IMPROVEMENT DISTRICT

[Basil-Western Road Realignment Project: Phase 2A Work]

SECOND INTERGOVERNMENTAL AGREEMENT

This Second Intergovernmental Agreement (this "Agreement") is made and entered into on the date last executed below (the "Effective Date"), by and between the City Of Canal Winchester, Ohio ("CANAL"), a political subdivision located in Fairfield County Ohio and pursuant to Ohio Revised Code ("ORC") Chapters 715 and its Charter; Violet Township ("VIOLET"), a political subdivision located in Fairfield County, Ohio, acting through its Board of Township Trustees (the "Board"); Fairfield County (the "COUNTY"), a political subdivision of the State of Ohio acting through its Board of County Commissioners (the "BOCC") pursuant to ORC Chapters 305 and 307; and, the Fairfield County Transportation Improvement District, a transportation improvement district and a body both corporate and politic created pursuant to ORC Chapter 5540 (the "TID").

RECITALS

- A. The TID is authorized by ORC Chapter 5540 (1) to finance, construct, maintain, repair, and operate street, highway, and other transportation projects and (2) to construct, reconstruct, improve, alter, and repair roads, highways, public places, buildings, and other infrastructure and other transportation projects.
- B. The projects undertaken by the TID and the exercise of its authority, pursuant to ORC Chapter 5540, are essential governmental functions, are considered to contribute to the improvement of the prosperity, health, safety, and welfare of the people of Fairfield County, Ohio and the State, and are consistent with its purpose and will promote industry, commerce, distribution, and research activity within the COUNTY, the region and the State.
- C. CANAL, VIOLET and the TID, in conjunction with the COUNTY and the Fairfield County Engineer's Office ("FCEO") have recognized that it is a priority to engage and cooperate to the greatest extent practical, in the development of the transportation improvement project known as the "Basil-Western Road Realignment Project", which comprises certain improvements under study and development to: (1) design a roundabout at the Kings Crossing/Hill Road/and re-aligned Basil-Western intersection; (2) widen Basil-Western Road to 3 lanes from the new roundabout to Amanda Northern Road; (3) construct a pedestrian multi-use path/lane alongside improved roadway; and (4) generally improve access, sight distance, and safety for the Basil-Western Road users, and as further set forth in Exhibit A attached hereto and to the Phase I IGA on file with the TID, CANAL, VIOLET and the FCEO (referred to herein as the "Basil-Western Road Realignment Project").
- D. The Project was incorporated into the TID Program, pursuant to ORC Section 5540.03(A)(4) and related ORC sections and designated by action of the TID Board of Trustees and the Parties as a project that the TID will manage and administer, with funding required for the Project to be provided for through revenue sources available by and through the COUNTY and the Ohio Department of Transportation (ODOT), the TID and/or other funding sources and grants as may be identified and procured and as set forth and described in Intergovernmental Agreement 2023-01 between the Parties and as further discussed herein.

- E. Furthermore, the Parties have agreed, as set forth and described in the first Intergovernmental Agreement for Phase 1 work, that it is most efficient and effective to proceed with the Project improvements in 3 phases, as follows: *Phase 1* consisting of the Project preliminary engineering, environmental and design work; *Phase 2* consisting of the right of way acquisition and related work; and *Phase 3* consisting of the construction and construction engineering and inspection work. It is the intent of the Parties that Phase 2 and Phase 3 commence following Phase 1 or at such times as determined appropriate and feasible by the Parties and subject to the further requisite approvals, authorizations, and agreement by the respective Parties.
- F. Whereas, the Phase 1 Work is substantially underway, and the Parties agree it is appropriate and necessary to now proceed with Phase 2 work into two separate sub-phases A and B (the "Phase 2A Work" and "Phase 2B Work" as hereinafter defined), which phases are to commence forthwith in accordance with the terms and conditions set forth in this Agreement. It is further acknowledged and agreed by the Parties that the TID will administer and manage the Phase 2A & B Work, in coordination and in conjunction with CANAL, VIOLET, and COUNTY by way of the FCEO, including, but not limited to, the retention of a qualified consultant(s) to provide necessary right of way acquisition services to complete the Phase 2A Work, and that the TID and other entities referenced in the Phase I IGA will provide funding so as to commence and proceed with the Phase 2A Work Project Cost Items (as hereinafter defined) as further described per the terms and conditions set forth herein and in such amounts as set forth in *Exhibit B PHASE 2A WORK: PROJECT COST ITEMS*, attached hereto and made part hereof.
- G. It is further acknowledged and agreed to by the Parties that as the Phase 2A Work proceeds and as future Project costs for Phase 2B and Phase 3 are further refined and established, the Parties will coordinate and collaborate with the TID to provide for procurement of the additional revenue sources, which may include, but are not limited to, CANAL, VIOLET, the COUNTY and ODOT or other grant funding or pledged revenues as may be procured from public or private entities, so as to advance and complete Phases 2B and 3 through completion, which the Parties intend will be facilitated through additional Intergovernmental Agreements and such other documents or agreements as may be required, setting forth the specific related terms and conditions, subject to the requisite approval of the Parties' respective legislative bodies.
- H. The TID is specifically authorized by ORC § 5540.03(A)(10) to receive and accept loans and grants for or in aid of the construction, maintenance, or repair of any Project from the federal or any state or local government and private entities; CANAL, VIOLET and the COUNTY are statutorily authorized by ORC § 5540.02(F) to make appropriations from moneys available to the CANAL, VIOLET and the COUNTY and not otherwise appropriated to pay costs incurred by the TID in the exercise of its functions under Chapter 5540 of the ORC.

NOW, THEREFORE, in consideration of the promises and the mutual representations and agreements in this Agreement, CANAL, VIOLET, the COUNTY and the TID agree, with the foregoing Recitals incorporated herein by reference and expressly made a binding and integral part of this Agreement, as follows:

Article I Definitions; Construction

Section 1.01. Definitions. As used in this Agreement, the following terms shall have the following meanings, unless the context or use clearly indicates another meaning or intent:

"Agreement" means this Intergovernmental Agreement, as the same may be amended from time to time.

"Business Day" means any day other than a Saturday, Sunday, or legal holiday.

"Day" means a calendar day, unless specifically designated as a Business Day.

"Effective Date" has the meaning given to such term in the introductory paragraph of this Agreement.

"Party" means, individually, either CANAL, VIOLET, the COUNTY or the TID; and "Parties" means, collectively, CANAL, VIOLET, the COUNTY or the TID.

"Phase 2A Project Funding" means the TID Phase 2A Pledged Amount, which include the sources of funding for the Project Cost Items for the Phase 2A Work, as set forth herein and as more specifically described in Exhibit B.

"Phase 2A Work" means certain work, which will be performed and managed by and through the TID in cooperation with the FCEO as more specifically set forth in Exhibit B, and per documents and plans on file with the TID or to be developed and prepared for performance of this work, with the cost of the Phase 2A Work to be provided for and funded from the TID Phase 2A Pledged Amount, including, but not limited to, right-of-way acquisition work per Project plans, including, but not limited to, the acquisition activities and services, both administrative and legal, as required to demarcate and eventually obtain real property interests necessary or convenient for acquiring the Project right-of-way required per the Project plans, and as further described and delineated for purposes of this Agreement in the attached Exhibit B made part hereof and in the plans and documents as developed and on file with the TID.

"Phase 2B Work" means certain work, which will be performed and managed by and through the TID in cooperation with the FCEO, and per documents and plans on file with the TID or to be developed and prepared for performance of this work, with the cost of the Phase 2B Work to be provided for and funded as determined by the Parties, and will include, but not be limited to, right-of-way acquisition work per Project plans, including, but not limited to, the acquisition activities and services, both administrative and legal, and any appropriation proceedings pursuant to ORC Chapters 5540, 163 and any other related sections, as required to obtain real property interests necessary or convenient for acquiring the Project right-of-way required per the Project plans, and as further determined by the Parties.

"Project" means the Basil-Western Road Realignment Project and has the meaning given to such term in Recital C. and as further described and delineated for purposes of this Agreement in Exhibit A attached hereto and in accordance with the developed Project plans and documents on file with the TID.

"Project Cost Item" or "Project Cost Items" means, for purposes of this Agreement, costs of the Phase 2A Work activities, services and/or work items to facilitate and complete the Phase 2A Work, in the amount of \$198,235.00, and as further described and set forth in *Exhibit B* hereto.

"ORC" means the Ohio Revised Code, as the same may be amended from time to time.

"State" means the State of Ohio.

"Term" has the meaning given to such term in Section 4.01.

"TID Phase 2A Pledged Amount" means the TID's commitment to provide grant funding specifically allocated by ODOT to the TID, in the amount of \$370,000.00, for eligible Project Costs, to wit: right of way acquisition costs in State Fiscal Year 2024, on a reimbursement basis as determined by ODOT per the funding agreement between ODOT and the TID on file with the TID and ODOT, so as to fund the Project Cost Items for the Phase 2A Work with any remaining grant funds to be used in furtherance of Project.

Section 1.02. Exhibits. The following Exhibits are attached to and made a part of this Agreement: Exhibit A: Basil-Western Road Improvements and Exhibit B: PHASE 2A WORK: PROJECT COST ITEMS.

Section 1.03. References to Parties. Any reference in this Agreement to CANAL, VIOLET, the COUNTY or the TID, or to any members or officers of the CANAL, VIOLET, the COUNTY or the TID, includes those entities or officials succeeding to their functions, duties or responsibilities pursuant to or by operation of law or lawfully performing their functions.

Section 1.04. Statutory References. Any reference in this Agreement to a section or provision of the Constitution of the State, or to a section, provision, or chapter of the ORC shall include such section, provision, or chapter as modified, revised, supplemented, or superseded from time to time; provided, however, that no amendment, modification, revision, supplement, or superseding section, provision, or chapter shall be applicable solely by reason of this Section if it constitutes in any way an impairment of the rights or obligations of the CANAL, VIOLET, the COUNTY or the TID under this Agreement.

Section 1.05. Adverbs; Other References. Unless the context indicates otherwise, the terms "hereof," "hereby," "herein," "hereto," "hereunder," and similar terms used in this Agreement refer to this Agreement; and, unless otherwise indicated, references in this Agreement to articles, sections, subsections, clauses, exhibits, or appendices are references to articles, sections, subsections, clauses, exhibits, or appendices of this Agreement.

Section 1.06. Number and Gender. All terms and words used in this Agreement,

regardless of the number and gender in which they are used, shall be deemed and construed to include any other number (singular or plural) and any other gender (masculine, feminine, or neuter) as the context or sense of this Agreement or any article, section, subsection, or clause herein may require, the same as if such words had been fully and properly written in the appropriate number and gender.

Section 1.07. Captions. The captions or headings at the beginning of each article and section of this Agreement are merely guides or labels for the convenience of the Parties to assist in identifying those articles and sections, are not intended to be a part of the context of this Agreement, and shall not be deemed to modify, to explain, to enlarge, or to restrict any of the provisions hereof

Section 1.08. Ambiguity. The Parties have participated jointly in the negotiation and drafting of this Agreement. Should any ambiguity or question of intent or interpretation arise with respect to any provision of this Agreement, including any exhibit hereto, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring either Party by virtue of the authorship of any of the provisions of this Agreement.

Section 1.09. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law; but, if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

Article II Scope of Agreement

Section 2.01. Cooperation and Consent. The TID, CANAL, VIOLET, and the COUNTY acknowledge and agree that the Parties shall cooperate to the greatest extent practical in the development, funding and construction of the Project, which is necessary and will contribute to the improvement of the prosperity, health, safety, and welfare of all of the people of CANAL, VIOLET, and the COUNTY, and, furthermore, CANAL, VIOLET, and the COUNTY expressly consent and approve of the TID's administration and management of the Phase 2A Work, so as to complete the Phase 2A Work, pursuant to and in accordance with ORC Chapters 5540, 163 and related sections; this Agreement; and, as authorized by the TID Board of Trustees, and to the extent determined necessary and appropriate by the TID, in consultation with representatives of the Parties, so as to acquire any and all property interests required for the Project and to clear all required right-of-way thereby.

Section 2.02. General Agreement Regarding Funding and Phase 2A Work. The Parties acknowledge and agree as follows:

(a) The TID agrees to:

i) provide the TID Phase 2A Pledged amount when the costs, fees, and expenses become due and owing;

- ii) administer and manage the Phase 2A Work, in coordination and collaboration with CANAL, VIOLET, the COUNTY and the FCEO, and perform all the related responsibilities thereby required or appropriate, including, but not limited to, the management, administration and performance of activities required, including retention of a qualified consultant to perform the Phase 2A Work and with regard to the required right of way real property interests to be determine, however, the TID's obligation to complete and deliver the Phase 2A Work is expressly conditioned upon the receipt by the TID of the Phase 2A Pledged Amount from ODOT and, to the extent necessary, any additional Project Funding is received.. Thereafter, should it become necessary, the Parties agree to make all reasonable efforts to identify and procure any other additional required funding from available sources, subject to any requisite legislative action and/or required authorizations, agreements, and approvals by their governing bodies; and
- iii) utilize only the funds pledged in sections (a) and (b) above for the Project Cost Items and will allocate those funds so designated for the Phase 2 Work further in accordance with Section 2.03 below.
- (b) In the event the TID does not receive the Phase 2A Pledged Amount by the Payment Date, the TID will immediately notify the Parties in writing.

The provisions of this Agreement may not be altered or amended without the express written consent of all of the parties hereto.

Section 2.03. Application of the Phase 2A Pledged Amount.

- (a) The TID will apply the Phase 2A Pledged Amount for the sole purpose of paying Project Cost Items as set forth herein.
- (b) The Phase 2A Project Funding shall be deposited and maintained by the TID in such accounts and accounted for as mutually agreed upon and authorized by the Parties and in accordance with all applicable laws, regulations, agreements, covenants, and accepted accounting standards.
- (c) The Parties acknowledge and agree (1) that the Phase 2A Pledged Amount constitutes a specific commitment of Phase 2A Project Funding allocated by ODOT to the TID; and, (2) that the TID is relying upon the Phase 2A Project Funding, and other TID funds to facilitate and complete the Phase 2A Work and will utilize the Project Funding solely to pay for the Project Cost Items and the Parties respective and collective obligations and responsibilities in connection with the Phase 2A Work and costs directly related thereto, and in accordance with ORC Chapter 5540 and other applicable law and agreements.
- (d) Furthermore, the Parties agree that if, upon final close out of the Phase 2A Work, there is an excess amount remaining of the Phase 2A Pledged Amount, said amount will be retained by the TID and applied towards funding the Phases 2B Work, subject to authorization of the Phases 2B Work and the related agreement and the requisite approvals of the Parties.

Section 2.04. Relationship of the Parties.

- (a) Neither this Agreement nor the relationship among the Parties established pursuant to this Agreement shall constitute or be deemed to be that of a partnership, joint venture, employment, master and servant, or principal and agent. Neither Party shall have any authority to make, and neither Party shall make, any representations, warranties, or statements on behalf of the other Party, and neither Party shall bind, or be liable for the debts or obligations of, the other Party. In the performance of its services hereunder, the TID is and shall at all times be an independent contractor, free and clear of any dominion or control by the other Party, except as specifically provided herein. The number of employees, consultants and contractors used by the TID in the performance of its obligations hereunder, their selection, and the hours of labor and the compensation for services performed shall be reasonably determined by the TID in good faith and in the best interests of the successful completion of the Phase 2A Work. Each Party shall pay, and shall be solely responsible for, its operating expenses, including, but not limited to, the wages of its employees and any and all taxes, licenses, and fees levied or assessed on such Party in connection with or incident to the performance of this Agreement by any governmental agency for unemployment compensation insurance, old age benefits, social security or any other taxes on the wages of such Party, its agents, its employees, and its representatives.
- (b) Nothing in this Agreement shall (1) modify, alter, or impair in any way any preexisting contractual arrangement or agreement between or among CANAL, VIOLET, and the COUNTY or the TID or (2) preclude any Party from entering into other agreements with respect to matters not specifically addressed in this Agreement.

Section 2.05. Extent of Covenants; No Personal Liability. All covenants, obligations, and agreements of the Parties contained in this Agreement shall be effective to the extent authorized and permitted by applicable law. No such covenant, obligation, or agreement shall be deemed to be a covenant, obligation, or agreement of any present or future member, trustee, officer, agent, or employee of any Party in other than his or her official capacity; and neither the VIOLET, the COUNTY, the TID or CANAL, or any member of their respective Boards or City Council, nor any official executing this Agreement shall be liable personally under this Agreement or be subject to any personal liability or accountability by reason of the execution of this Agreement or by reason of the covenants, obligations, or agreements of the Parties contained in this Agreement.

Section 2.06. Liability of the Parties. No Party shall have any liability to any other Party for any mistakes or errors in judgment or for any act or omission believed in good faith to be in the scope of authority conferred upon such other Party by this Agreement.

Section 2.07. No Third-Party Beneficiary. Only the Parties shall have any rights under this Agreement. No other persons or entities shall have any rights under this Agreement or be deemed to be third-party beneficiaries of this Agreement.

Article III Representations and Further Agreements

Section 3.01. Representations of the TID. To induce the Parties to enter into this Agreement, the TID Board of Trustees represents as follows:

- (a) it is a transportation improvement district and a body both corporate and politic duly organized and validly existing under the laws of the State;
- (b) it has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder;
- (c) the execution, delivery, and performance of this Agreement have been duly authorized by all requisite action on the part of the TID and the TID Board of Trustees; and this Agreement, when executed and delivered by the TID, will constitute a legal, valid, and binding obligation of the TID; and
- (d) the execution, delivery, and performance of this Agreement do not, and will not, (1) violate any provision of law applicable to the TID or (2) result in a default under any agreement or instrument to which the TID is a party or by which it is bound.

Section 3.02. Representations of VIOLET. To induce the TID to enter into this Agreement, the VIOLET Township Board of Trustees represents as follows:

- (a) it is the duly constituted and duly elected governing body of VIOLET under the laws of the State;
- (b) it has full power and authority to execute and to deliver this Agreement and to perform its obligations hereunder;
- (c) the execution, delivery, and performance of this Agreement have been duly authorized by all requisite action on the part of VIOLET; and this Agreement, when executed and delivered by the VIOLET Township Board Trustees, will constitute a legal, valid, and binding obligation of VIOLET; and
- (d) the execution, delivery, and performance of this Agreement do not, and will not, (1) violate any provision of law applicable to the VIOLET or (2) result in a default under any agreement or instrument to which VIOLET is a party or by which either the VIOLET Township Board Trustees or VIOLET is bound.

Section 3.03. Representations of CANAL. To induce the TID to enter into this Agreement, the CANAL City Council represents as follows:

(a) it is the duly constituted and duly elected governing body and its Mayor is the duly elected chief executive of CANAL under its Charter as well as the laws of the State;

- (b) the Mayor has full power and authority to execute and to deliver this Agreement and to cause the performance of CANAL's obligations hereunder;
- (c) the execution, delivery, and performance of this Agreement have been duly authorized by all requisite action on the part of CANAL; and this Agreement, when approved by the CANAL City Council and executed and delivered by the Mayor of CANAL will constitute a legal, valid, and binding obligation of CANAL; and
- (d) the execution, delivery, and performance of this Agreement do not, and will not, (1) violate any provision of law applicable to CANAL or (2) result in a default under any agreement or instrument to which CANAL is a party or by which CANAL is bound.

Section 3.04. Representations of the COUNTY. To induce the TID to enter into this Agreement, the Board of County Commissioners (the "BOCC") represents as follows:

- (a) it is the duly constituted and duly elected governing body of the COUNTY under the laws of the State;
- (b) it has full power and authority to execute and to deliver this Agreement and to perform its obligations hereunder;
- (c) the execution, delivery, and performance of this Agreement have been duly authorized by all requisite action on the part of the COUNTY; and this Agreement, when executed and delivered by the COUNTY, will constitute a legal, valid, and binding obligation of the COUNTY; and
- (d) the execution, delivery, and performance of this Agreement do not, and will not, (1) violate any provision of law applicable to the COUNTY or (2) result in a default under any agreement or instrument to which the COUNTY is a party or by which either the BOCC or COUNTY is bound.

Section 3.05. Good Faith and Fair Dealing. The Parties hereby acknowledge that this Agreement imposes upon each of them a duty of good faith and fair dealing in its implementation.

Section 3.06. Notice of Disagreement. The Parties acknowledge and agree that the performance of certain of the agreements contained herein is to be undertaken in a mutual and cooperative fashion, and, to ensure such cooperative effort, each Party agrees promptly to notify the other of disagreements arising hereunder and to act in good faith to promptly resolve such disagreements.

Section 3.07. Assignment. No Party may assign this Agreement, in whole or in part, voluntarily or involuntarily, by operation of law, or otherwise, without the prior written consent of the other Party, which consent shall not unreasonably be withheld.

Section 3.08. Amendment; Waiver. This Agreement may not be modified, altered, amended, or discharged, or any rights hereunder waived, except by an instrument in writing executed by all Parties. No waiver of any term, provision, or condition of this Agreement, in any one or more instances, shall be deemed to be, or construed as, a further or continuing waiver of any such term, provision, or condition or as a waiver of any other term, provision, or condition of this Agreement.

Article IV Miscellaneous

Section 4.01. Time is of the Essence. Time is of the essence in the compliance with the terms and conditions of this Agreement. Whenever, under the terms of this Agreement, the time for performance falls on a Day other than a Business Day, such time for performance shall be on the next Business Day.

Section 4.02. Notices.

- (a) Except as otherwise provided herein, any notice provided for in this Agreement shall be in writing and shall be deemed to have been duly given as follows:
 - (1) upon receipt, when delivered personally to a Party at its address as hereinafter set forth; or
 - one Business Day after being delivered to a reputable overnight courier service, prepaid, marked for next-day delivery to a Party at its address as hereinafter set forth; or
 - (3) on the third Business Day after being mailed by United States mail, registered or certified, return receipt requested, postage prepaid, addressed to a Party at its address as hereinafter set forth; or
 - (4) upon confirmation of receipt by telephone at the number specified for confirmation, if sent by facsimile transmission to a Party at its facsimile number as hereinafter set forth.
- (b) All notices to be given to the TID pursuant to this Agreement shall be sent to the TID at the following address:

The FAIRFIELD County Transportation Improvement District c/o Jeremiah Upp, P.E.,P.S.
Fairfield County Engineer's Office
3026 West Fair Avenue
Lancaster, OH 43130
Facsimile: (740) 687-7055

Email: cheryl.downour@fairfieldcountyohio.gov

(c) All notices to be given to VIOLET pursuant to this Agreement shall be sent to the

VIOLET at the following address:

Vince Utterback, Township Administrator 10190 Blacklick-Eastern Road Pickerington, OH 43147 Facsimile: 614-575-5562 Emailvince.utterback@violet.oh.us

(d) All notices to be given to CANAL pursuant to this Agreement shall be sent to CANAL at the following address:

Attention: Matthew Peoples, City Administrator

45 East Waterloo St.

Canal Winchester, OH 43110 Facsimile: 614-837-0145

Email: mpeoples@canalwinchesterohio.gov

(e) All notices to be given to the COUNTY pursuant to this Agreement shall be sent to the COUNTY at the following address:

Board of County Commissioners Attention: Rochelle Menningen

210 E. Main Street Lancaster, OH 43130 Facsimile: (740) 687-6048

Email: rochelle.menningen@fairfieldcountyohio.gov

(f) Any Party may at any time change its address and/or facsimile number for such notices, requests, demands, or statements by giving the other Parties written notice thereof in accordance Section 5.02(a) hereof.

Section 4.03. Governing Law; Jurisdiction and Venue. This Agreement shall be governed by the laws of the State of Ohio in all respects, including but not limited to matters of construction, validity, and performance.

Section 4.04. Entire Agreement. This Agreement (including the recitals and exhibits hereto, which are by this reference incorporated herein and made a part hereof) sets forth all understandings between the Parties respecting the subject matter of this transaction, and all prior agreements, understandings, and representations, whether oral or written, representing this subject matter are merged into and superseded by this written Agreement. No course of prior dealings among the Parties and no usage of trade shall be relevant or admissible to supplement, to explain, or to vary any of the terms of this Agreement, unless the course of prior dealings or usage of trade have been employed or availed of in implementation of this Agreement or the Project envisioned by it.

Section 4.05. Binding Effect. This Agreement, and the terms, covenants, and conditions hereof, shall be binding upon and inure to the benefit of the Parties and, subject to the

prohibitions of assignment set forth herein, their respective administrators, successors, and assigns.

Section 4.06. Counterparts; Facsimile Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. It shall not be necessary in proving this Agreement to produce or account for more than one of those counterparts. The Parties further agree that facsimile signatures and signatures provided electronically in .pdf format by the Parties shall be binding to the same extent as original signatures.

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered for, in the name of, and on behalf of the Parties, by their duly authorized officers, all as of the Effective Date.

| TID: THE FAIRFIELD COUNTY TRANSPORTATION IMPROVEMENT DISTRICT By: | THE VIOLET POWNSHIP BOARD OF TRUSPEES By: |
|-------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------|
| Print Name: Verencal Upp Title: Sec / Treasure! | Print Name: Lon Sanders Title: Trystee, Chairpenson |
| Approved as to form: | By: |
| TID Counsel | County Commissioner By: County Commissioner |
| THE CITY OF CANAL WINCHESTER, OHIO: | By: County Commissioner |
| Print Name: J-E Steay | Approved as to form: |
| Approved as to Form: City Director of Law | Fairfield County Prosecutor's Office on behalf of Violet Township and the FC Board of County Commissioners |

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered for, in the name of, and on behalf of the Parties, by their duly authorized officers, all as of the Effective Date.

FISCAL OFFICER'S CERTIFICATE

The undersigned, Fiscal Officer for the Fairfield County Transportation Improvement District (the "TID"), hereby certifies that the funds required (if any) to meet the obligations of the COUNTY for the year 2024 under the foregoing Agreement have been lawfully appropriated and are in the treasury of the TID or are in the process of collection to the credit of an appropriate fund free from any previous encumbrances.

Dated: 9/30, 2024

Secretary-Treasurer, Fairfield County Transportation Improvement District

EXHIBIT A



EXHIBIT B

PHASE 2A WORK

| Project Cost Items | Begin Work | End Work | Amounts |
|-------------------------------------|------------|------------|-----------|
| Right of Way Consultant Services | 08/1/2024 | 12/30/2025 | \$198,235 |
| TOTAL | | | \$198,235 |

ROUTING FORM FOR CONTRACTS

| The undersigned designee of the County affirms that he/she has reviewed the attached contract to ensure that it complies with County's needs and previous negotiations. The undersigned designee further affirms that the County has complied with the competitive selection process, as prescribed by Ohio Revised Code 9.17, and the applicable sections as outlined on this form, by selecting the applicable boxes below. |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A. Goods and/or Services in excess of \$75,000.00—competitively selected via an Invitation to Bid, pursuant to R.C. 307.86-307.92 |
| B. Goods and/or Services in excess of \$75,000.00—competitively selected via a Request for Proposals, pursuant to R.C. 307.862 |
| C. Public Improvement contracts—competitively selected pursuant to R.C. 153.08-153.12 |
| D. Architect/Engineer design services for public improvements—selected through the Request for Qualifications process pursuant to R.C. 153.65-153.72 |
| E. County Road Improvement/Construction—competitively selected pursuant to R.C. 5555.61 |
| F. The subject matter was exempt from competitive selection for the following reason(s): |
| Under \$75,000 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 \$75,000 (as applicable) Purchase Order is included with Agreement |
| Signed this day of 20 |
| Name and Title |
| * Please note that this checklist only addresses County and statutory requirements. If a contract is paid for with state and/or federal funds, please consult with the appropriate state and/or federal agency to ensure your department is complying with any additional requirements. By submitting a request for approval, you are certifying you have addressed County, statutory, and grant requirements.* |

Rev. 9-29-23 Eff. 10-3-23 to 12-31-24

Prosecutor's Approval Page

Resolution No.

A resolution to approve an Intergovernmental Agreement relative to the Basil-Western Road Realignment Project Phase 2A.

(Fairfield County Engineer)

Approved as to form on 10/17/2024 9:38:16 AM by Amy Brown-Thompson,

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

Amy Brown Manpson

Signature Page

Resolution No. 2024-10.22.I

A resolution to approve an Intergovernmental Agreement relative to the Basil-Western Road Realignment Project Phase 2A.

(Fairfield County Engineer)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution to approve a Change Order for the 2024 Pavement Markings Project.

WHEREAS, on June 18, 2024, this Board of Commissioners awarded the Contract Bid for the 2024 Pavement Markings Project to The Aero-Mark Company, LLC for a Bid of \$75,914.11, and

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

WHEREAS, the County Engineer is requesting approval of Change Order Number One to reflect actual quantities used to date on this project, which will decrease the Contract price from \$75,914.11 to \$74,226.08.

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

SECTION 1: that this Board of Commissioners resolves to approve and does hereby sign this Resolution and the attached Change Order Number One, to decrease the Contract price by \$1,688.03, making the revised cost of the 2024 Pavement Markings Project \$74,226.08.

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

Prepared by: Cheryl Downour

cc: Engineer's Office

OFFICE OF THE COUNTY ENGINEER

FAIRFIELD COUNTY, OHIO

| | | | CHANGE ORDER | | | |
|-------------------------|------------------------------------|-------------|----------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|-------------------------------|-------------------------------------------|
| Change O | rder No.: | 1 and Fin | al | Change Ord | der Date: | 17-Oct-24 |
| Contract F | For: 2024 PA\ | VEMENT | MARKING PROJECT | | | |
| Contractor Description | | eby request | ed to comply with the following changes from the contra | ct plans and s | specifications: | |
| 2. Extens | sion of time of nty culvert rep | 13 calenda | ot completed during construction. Or days given from the orginal completion date of 9/27/2 Project on Bauman Hill Road had road closed for replace | 024 to 10/9/ ment, and ro | 2024 because ad needed pai | of delay nted after it |
| ITEM# | Cost Changes QUANTITY | : UNIT | DESCRIPTION | UNIT \$ | Decrease In Price | Increase In Price |
| 642 | -1.712 | MILE | CENTER LINE, TYPE 1 | \$986.00 | -\$1,688.03 | \$0.00 |
| | | | | | | |
| | | | | | | |
| | | | Net Change in Co | TOTALS: | -\$1,688.03 | \$0.00 |
| | current contrac | et price: | DDED from the original contract price of | | | -\$1,688.03 \$75,914.11 \$74,226.08 |
| This docum | nent will beco | me a sup | CHANGED by 13 calendar days. plement to the contract and all provisions of the confurther requests for payment will be made. | itract apply l | nereto. | |
| 27 | neg | | Approved: | | | |
| - 3 | ed - Co. Engr./I | Dep. Engr. | | | | |
| Date: 10/r | - Presi | DENT | | | | |
| The Aero-Ma | | | | Date: | | |

Signature Page

Resolution No. 2024-10.22.m

A resolution to approve a Change Order for the 2024 Pavement Markings Project.

(Fairfield County Engineer)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution to approve a Change Order for the Salt Barn Concrete Pavement Project.

WHEREAS, on September 3, 2024, this Board of Commissioners awarded the Contract Bid for the Salt Barn Concrete Pavement Project to Jagger Construction, LLC for a Bid of \$169,486.56, and

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

WHEREAS, the County Engineer is requesting approval of Change Order Number One to reflect actual quantities used to date on this project, which will increase the Contract price from \$169,486.56 to \$184,322.40.

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

SECTION 1: that this Board of Commissioners resolves to approve and does hereby sign this Resolution and the attached Change Order Number One, to increase the Contract price by \$14,835.84, making the revised cost of the Salt Barn Concrete Pavement Project \$184,322.40.

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

Prepared by: Cheryl Downour

cc: Engineer's Office

OFFICE OF THE COUNTY ENGINEER

FAIRFIELD COUNTY, OHIO

| | | | | CHANGE ORDER | | | |
|-------------|--------------------------------------------|------------------------------|--------------------------------|-------------------------------------------------------------------------------------------------|------------------------------|---------------------------|------------------------------|
| Change C | Order No.: | 1 | | | Change Order | Date: | 17-Oct-24 |
| Contract | For: Fairfie | id County Sa | alt Barn Con | crete Pavement Project | | | |
| Contracto | or: JAGGE | R CONSTRU | ICTION, LLC | | | | |
| | | You are her | eby requeste | d to comply with the following changes from the contra | ct plans and spe | ecifications: | |
| Description | on of Chan | | | | | | |
| ca | Plan error f illed in plan eel mesh. | or Ref 12, Ite | em 451, 8" TF 4 x W1.4 stee | HICK CONCRETE SLAB ON GRADE INCLUDING REI el mesh. Should be W7.5 x W7.5 epoxy coated wire m | NFORCEMENT, esh. Lump Sum | AS PER PL price to cha | AN was nge to larger |
| Quanity a | nd Cost Ch | anges: | UNIT | DESCRIPTION | UNIT \$ | Decrease In Price | Increase In Price |
| 27 | Special | 1 | Lump Sum | Material and labor to install 1132SY of W7.5xW7.5 | \$14,835.84 | \$0.00 | \$14,835.84 |
| | | | | | | \$0.00 | \$0.00 |
| | | | | | | \$0.00 | \$0.00 |
| | | | | | | \$0.00 \$0.00 | \$0.00 \$0.00 |
| | | | | Net Change in | TOTALS: Contract Price: | \$0.00 | \$14,835.84 \$14,835.84 |
| The sum o | | \$14,835.84 htract price: | is hereby Al | DDED to the original contract price of | <u></u> | > | \$169,486.56 \$184,322.40 |
| | | | | ED by NO calendar days. contract and all provisions of the contract apply hereto |) . | | |
| ERécommer | 1 1 | Engr./Dep. Er | ngr. | | : | | |
| Jagger Cor | Take Instruction LI | | | 2 | Fairfield Count | y Commissio | oners |
| Date:_10/ | <u>17/20</u> 24 | | | | Date: | | |

Signature Page

Resolution No. 2024-10.22.n

A resolution to approve a Change Order for the Salt Barn Concrete Pavement Project.

(Fairfield County Engineer)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A Resolution Authorizing the Approval of an Agreement for the Replacement of the roof of the Government Service Center with Garland DBS Inc.

WHEREAS, The Board of County Commissioners owns the building known as the Government Services Center located at 239 West Main Street in Lancaster and that the roof is in need of replacement; and

WHEREAS, the County desires to use the Equalis Cooperative Purchasing Agreement as a method to procure these services per the Master Agreement with Equalis; and

WHEREAS, Equalis has procured Garland DBS Ince. for the purposes of roof replacement services; and

WHEREAS, the Facilities Director and County Administrator have reviewed the proposals from Garland DBS Inc in the amount of \$364,302.00 and

WHEREAS, funds have been placed in the capital projects fund for the specific purpose of Rehabilitation of Roofs, and a purchase order encumbering the funds for the services has been acquired; and

WHEREAS, the agreement with Garland DBS Inc, for Roofing services, as attached, has been approved to form by the County Prosecutor, and

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

Section 1. The Board of County Commissioners approves the attached Roofing Proposal in the amount of \$364,302.00, with Garland DBS Inc, and authorizes the board president to sign the contract documents.

Section 2. The Clerk of the Board of Commissioners will provide a signed reproduction copy to Garland DBS Inc, for their record.



Performance Bond

Bond No. 30226760

CONTRACTOR:

(Name, legal status and address) GARLAND/DBS, INC. 3800 East 91st Street Cleveland, OH 44105

SURETY:

(Name, legal status and principal place of business) WESTERN SURETY COMPANY 151 N. Franklin Street Chicago, IL 60606

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

OWNER:

(Name, legal status and address) FAIRFIELD COUNTY COMMISSIONERS 210 East Main Street Lancaster, OH 43130

CONSTRUCTION CONTRACT

Date: October 15, 2024

Amount: Three Hundred Sixty Four Thousand Three Hundred Two and 00/100 Dollars (\$ 364,302.00)

Description:

(Name and location) Contract # 91-OH-240068; Roof Replacement

BOND

Date: October 15, 2024

(Not earlier than Construction Contract Date)

Three Hundred Sixty Four Thousand Three Hundred Two and 00/100 Dollars

Amount: (\$ 364,302.00)

Modifications to this Bond:

☐ See Section 16

CONTRACTOR AS PRINCIPAL

Company:

Brian Lambert, President

GARLAND/DBS, INC

Signature:

Name

(Corporate Seal)

Company:

(Corporate Seal) WESTERN SURETY COMPANY

Signature:

Name

SURETY

George F. Douaire V, Attorney-in-Fact

and Title:

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

AON RISK SERVICES CENTRAL, INC. 200 E. Randolph St. Chicago, IL 60601 (312) 381-1000

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

- § 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
- § 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.
- § 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after
 - .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default:
 - .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety;
 - .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
- § 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
- § 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
- § 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
- § 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
- § 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
- § 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
 - .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
 - .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
- § 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

- § 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for
 - .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
 - .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
- § 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.
- § 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.
- § 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
- § 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
- § 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.
- § 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

- § 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
- § 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
- § 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.
- § 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- § 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.
- § 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

| § 16 Modifications to this bond are as: | follows: | | | |
|-----------------------------------------|------------------------|-----------------------|--------------------|------------------|
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| Space is provided below for additiona | al signatures of addea | l parties, other than | those appearing on | the cover page.) |
| CONTRACTOR AS PRINCIPAL | | SURETY | | |
| Company: | (Corporate Seal) | Company. | | (Corporate Seal) |
| Signature: | | Signature: | | |
| Name and Title: , Address: | | Name and Title: , A | Attorney-in-Fact | |
| | | 1 | | |

PAIA Document A312™ – 2010

Payment Bond

Bond No. 30226760

CONTRACTOR:

(Name, legal status and address) GARLAND/DBS, INC. 3800 East 91st Street Cleveland, OH 44105

SURETY:

(Name, legal status and principal place of business)

WESTERN SURETY COMPANY 151 N. Franklin Street Chicago, IL 60606

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

OWNER:

(Name, legal status and address) FAIRFIELD COUNTY COMMISSIONERS 210 East Main Street Lancaster, OH 43130

CONSTRUCTION CONTRACT

Date: October 15, 2024

Amount: Three Hundred Sixty Four Thousand Three Hundred Two and 00/100 Dollars (\$ 364,302.00)

Description:

(Name and location)

Contract #91-OH-240068; Roof Replacement

BOND

Date: October 15, 2024

(Not earlier than Construction Contract Date)

Amount: (\$ 364,302.00)

Modifications to this Bond: ☐ See Section 18

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

GARLAND/DBS, INC

Name

Signature:

Brian Lambert, President

and Title:

Name

SURETY

Company:

Signature: George F. Douaire V, Attorney-in-Fact

WESTERN SURETY COMPANY

and Title:

(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

AON RISK SERVICES CENTRAL, INC. 200 E. Randolph St. Chicago, IL 60601 (312) 381-1000

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

- § 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
- § 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
- § 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.
- § 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.
- § 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:
- § 5.1 Claimants, who do not have a direct contract with the Contractor,
 - 1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - .2 have sent a Claim to the Surety (at the address described in Section 13).
- § 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).
- § 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.
- § 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
- § 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
- § 7.2 Pay or arrange for payment of any undisputed amounts.
- § 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
- § 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
- § 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

- § 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.
- § 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
- § 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
- § 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.
- § 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
- § 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

- § 16.1 Claim. A written statement by the Claimant including at a minimum:
 - .1 the name of the Claimant;
 - .2 the name of the person for whom the labor was done, or materials or equipment furnished;
 - .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
 - 4 a brief description of the labor, materials or equipment furnished;
 - .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
 - .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
 - .7 the total amount of previous payments received by the Claimant; and
 - .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.
- § 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.
- § 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

- § 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- § 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.
- § 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.
- § 18 Modifications to this bond are as follows:

| (Space is provided below for additional CONTRACTOR AS PRINCIPAL | signatures of added | ed parties, other than those appearing on the cover page.) SURETY | | |
|-----------------------------------------------------------------|---------------------|--------------------------------------------------------------------|------------------|--|
| Company: | (Corporate Seal) | Company: | (Corporate Seal) | |
| Signature: | | Signature: | | |
| Name and Title: , Address: | | Name and Title: , Attorney-in-Fact Address: | | |
| , | | , | | |

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Sandra M Winsted, Jennifer L Jakaitis, Christopher P Troha, Derek J Elston, Susan A Welsh, Christina L Sandoval, Judith A Lucky-Eftimov, Bartlomiej Siepierski, Aerie Walton, Nicholas Pantazis, Kristin L Hannigan, Samantha Chierici, Richard Casas, Corinne Chapman, Nicholas Kertesz, Roger Paraison, Jean Torres, Dartonya Wright, Tara A Maquinto, George F Douaire V, Individually

of Chicago, IL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 10th day of September, 2024.

WESTERN SURETY COMPANY

State of South Dakota County of Minnehaha

SS

On this 10th day of September, 2024, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026

M. BENT

NOTARY PUBLIC SEAL SOUTH DAKOTA

M. Bent

M. Bent, Notary Public

Larry Kasten, Vice President

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 15th day of 0 croper, 2024



WESTERN SURETY COMPANY

Paula Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

WESTERN SURETY COMPANY

Sioux Falls, South Dakota

Statement of Net Admitted Assets and Liabilities **December 31, 2023**

ASSETS

| ASSE1S | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Bonds Stocks Cash, cash equivalents, and short-term investments Receivables for securities Investment income due and accrued Premiums and considerations Amounts recoverable from reinsurers Net deferred tax asset Receivable from parent, subsidiaries, and affiliates Other assets Total Assets | \$ 1,935,600,431 15,281,696 36,335,353 14,770,000 18,185,645 70,728,009 4,459,042 18,202,272 12,895,815 157,742 \$ 2,126,616,005 |
| | |
| Losses Loss adjustment expense Commissions payable, contingent commissions and other similar charges Taxes, License and fees (excluding federal and foreign income taxes) Federal and foreign income taxes payable Unearned premiums Advance premiums Ceded reinsurance premiums payable (net of ceding commissions) Amounts withheld or retained by company for account of others Provision for reinsurance Payable to parent, subsidiaries and affiliates Other liabilities Total Liabilities | \$ 247,328,673 56,340,495 13,245,319 5,075,390 829,556 316,760,881 6,183,112 4,347,066 3,094,680 157,388 9,464 (6,171) \$ 653,365,853 |
| Surplus Account: Common stock Gross paid in and contributed surplus Unassigned funds Surplus as regards policyholders Total Liabilities and Capital \$ 4,000,000 286,896,195 1,182,353,957 | \$ 1,473,250,152 \$ 2,126,616,005 |
| I, Julie Lee, Vice President of Western Surety Company hereby certify that the representation of the financial statement of the Company dated December 31, 2 various Insurance Departments and is a true and correct statement of the condit Company as of that date. | 2023, as filed with the |

Company as of that date.

WESTERN SURETY COMPANY

Vice President, Accounting Policy & External Reporting

March , 2024. Subscribed and sworn to me this _____14th___ day of _____

My commission expires:

YOLANDA JIMENEZ OFFICIAL SEAL Notary Public - State Of Illinois My Commission Expires September 24, 2025

Notary Public

Fifective Date: March 8, 1977 Expiration Date: April 1, 2025

State of Ohio

Department of Insurance

Certificate of Authority

This is to Certify, that

WESTERN SURETY COMPANY

NAIC No. 13188

is authorized in Ohio to transact the business of insurance as defined in the following section(s) of the Ohio Revised Code:

Section 3929.01 (A)

Fidelity

Other Liability

Surety

This Certificate of Authority is subject to the laws of the State of Ohio



Mike DeWine, Governor

Sudith L. French

Judith French, Director

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| PRODUCER AON Risk Services Northeast, Inc. Cleveland OH Office | Inc. CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7: | | | |
|----------------------------------------------------------------|-------------------------------------------------------|-------------------------|--------------------------------|-------|
| 950 Main Avenue Suite 1600 | E-MAIL ADDRESS: | | FAX (A/C. No.): (800) 363-0 | |
| Cleveland OH 44113 USA | | INSURER(S) AFFORDING CO | VERAGE | NAIC# |
| INSURED | INSURER A: | American Guarantee & L | iability Ins Co | 26247 |
| Garland/DBS, Inc. 3800 E. 91st | INSURER B: | Zurich American Ins Co |) | 16535 |
| Cleveland OH 44105 USA | INSURER C: | Starr Specialty Insura | nce Company | 16109 |
| | INSURER D: | Starr Indemnity & Liab | ility Company | 38318 |
| | INSURER E: | | | |
| | INSURER F: | | | |

COVERAGES CERTIFICATE NUMBER: 570102361311 **REVISION NUMBER**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIÉS. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested

| CLAIMS-MADE X OCCUR SCORD CLAIMS-MADE X OCCUR CLAIMS-MADE CLAIMS-MAD | SR IR | TYPE OF INSURANCE | ADDL S | SUBR POLICY NUI | MBER POLICY EFF | POLICY EXP (MM/DD/YYYY) | LIMIT | S |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|------------------------------------------------------------------------------------------|-------------|-----------------|---------------------------|----------------------------|---------------------------------------|-------------|
| CLAIMS-MADE X OCCUR ST,000,000 PERSONAL & ADV INJURY S2,000,000 PERSONAL & ADV INJURY S2,000,000 PERSONAL & ADV INJURY S2,000,000 PRODUCTS - COMP/OP AGG S4,000,000 PRODUCTS - COMP/OP AGG S4,000, | | | INOD | GL0766847302 | 11/01/2023 | 11/01/2024 | EACH OCCURRENCE | \$2,000,000 |
| PERSONAL & ADV INJURY \$2,000,00 | t | CLAIMS-MADE X OCCUR | | | | | | \$500,000 |
| GENERAL AGGREGATE LIMIT APPLIES PER: POLICY PRODUCTS - COMP/OP AGG \$4,000,00 | T | | | | | | MED EXP (Any one person) | \$5,000 |
| POLICY X JECT X LOC | t | | | | | | PERSONAL & ADV INJURY | \$2,000,000 |
| OTHER: AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY HORED AUTOS ONL | ľ | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | GENERAL AGGREGATE | \$4,000,000 |
| AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY HIRED AUTOS ONLY HOPE AUTOS ONLY HIRED AUTOS ONLY HOPE AUTOS ONLY HIRED AUTOS ONLY HIRED AUTOS ONLY UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION WORKERS COMPENSATION AND EMPLOYERS: LIABILITY ANY POPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below 11/01/2023 11/01/2024 11/01/2023 11/01/2024 11/01/2023 11/01/2024 X PER STATUTE EMPLOYERS: LIABILITY ANY POPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below 1000005545 Workers Comp - WI 11/01/2023 11/01/2024 11/01/2023 11/01/2024 X PER STATUTE EL. EACH ACCIDENT EL. DISEASE-POLICY LIMIT \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000 | F | POLICY A JECT A LOC | | | | | PRODUCTS - COMP/OP AGG | \$4,000,000 |
| X ANY AUTO | + | | - | 1000692555 231 | 11/01/2023 | 11/01/2024 | | \$1,000,000 |
| OWNED AUTOS ONLY HIRED AUTOS ONLY ONLY ONLY ONLY ONLY ONLY ONLY ONLY | L | | | | | | | \$1,000,000 |
| AUTOS ONLY | | | | | | | · · · · · · · · · · · · · · · · · · · | |
| AUTOS ONLY | T | OWNED | | | | | , , | |
| X EXCESS LIAB CLAIMS-MADE DED RETENTION WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/ PARTNER/ EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below AGGREGATE \$5,000,000 11/01/2023 11/01/2024 X PER STATUTE OTH-ER EL. EACH ACCIDENT \$1,000,000 11/01/2023 11/01/2024 E.L. DISEASE-POLICY LIMIT \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000 | ļ | HIRED AUTOS NON-OWNED | | | | | | |
| DED RETENTION NORKERS COMPENSATION AND EMPLOYERS' LIABILITY NY/N NY/A | + | UMBRELLA LIAB X OCCUR | | SXS856021602 | 11/01/2023 | 11/01/2024 | EACH OCCURRENCE | \$5,000,000 |
| DED RETENTION WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR! PARTINER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Il yes, describe under DESCRIPTION OF OPERATIONS below 1000005548 Workers Comp - WI 11/01/2023 11/01/2024 X PER STATUTE OTH- ER \$1,000,000 ELL. DISEASE-EA EMPLOYEE \$1,000,000 ELL. DISEASE-POLICY LIMIT \$1,000,000 | H | Y EYCESS LIAB CLAIMS-MADE | | | | | AGGREGATE | \$5,000,000 |
| EMPLOYERS' LIABILITY ANY PROPRIETORIA / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Workers Comp - WI Workers Comp - WI ### II/01/2023 | ŀ | | | | | | | |
| ANY PROPRIETOR! / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Workers Comp - WI Workers Comp - WI 11/01/2023 11/01/2024 E.L. EACH ACCIDENT \$1,000,000 in 11/01/2024 E.L. DISEASE-POLICY LIMIT \$1,000,000 in 11/01/2024 in 11/01/2024 E.L. DISEASE-POLICY LIMIT \$1,000,000 in 11/01/2024 in 11/01 | t | | | | , , | 11/01/2024 | X PER STATUTE OTH- | |
| Workers Comp - WI E.L. DISEASE-EA EMPLOYEE \$1,000,000 | l | ANY PROPRIETOR / PARTNER / EXECUTIVE | | | | 11 /01 /2024 | | \$1,000,000 |
| If yes, describe under DESCRIPTION OF OPERATIONS below E.L. DISEASE-POLICY LIMIT \$1,000,000 | | (Mandatory in NH) | N/A | | 1 , , , , | 11/01/2024 | E.L. DISEASE-EA EMPLOYEE | \$1,000,000 |
| | | If yes, describe under DESCRIPTION OF OPERATIONS below | | Not her a comp | | | E.L. DISEASE-POLICY LIMIT | \$1,000,000 |
| CRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Tificate Holder is included as Additional Insured in accordance with the policy provisions of the General Liability and | | | • | | | | • | ahility and |
| | R | TIFICATE HOLDER | | | CANCELLATION | | | |
| RTIFICATE HOLDER CANCELLATION | | | | | | | | |
| SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE | | The Fairfield County Commissi 210 East Main Street, Room 30 Lancaster OH 43130 USA | ioner 00 | S | AUTHORIZED REPRESENTATIVE | | ices Northeast, . | |

| CERTIFICATE HOLDER | CANCELLATION |
|--------------------|--------------|
| CERTIFICATE NOLDER | CANCELLATION |

Aon Rish Services Northeast, Inc.

AGENCY CUSTOMER ID: 570000087155

LOC #:



ADDITIONAL REMARKS SCHEDULE

Page _ of _

| AGENCY | | NAMED INSURED |
|----------------------------------------------------|-----------|-------------------|
| Aon Risk Services Northeast, Inc. | | Garland/DBS, Inc. |
| POLICY NUMBER See Certificate Number: 570102361311 | | |
| CARRIER | NAIC CODE | |
| See Certificate Number: 570102361311 | | EFFECTIVE DATE: |

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

| | INSURER(S) AFFORDING COVERAGE | NAIC# |
|---------|-------------------------------|-------|
| INSURER | | |

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YYYY) | POLICY EXPIRATION DATE (MM/DD/YYYY) | LIMITS | |
|-------------|----------------------|--------------|-------------|--------------------------------------|------------------------------------|----------------------------------------------|--------|--|
| | WORKERS COMPENSATION | | | | | | | |
| С | | N/A | | 100005546 WC-AZ,CT,IA,NC,NJ,NY,TX | 11/01/2023 | 11/01/2024 | | |
| С | | N/A | | 1000005547 Workers Comp - FL, MA | 11/01/2023 | 11/01/2024 | | |
| | | | | | | | | |
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – AUTOMATIC STATUS AMENDATORY ENDORSEMENT

Policy Number: 1000692555 231 **Effective Date:** 11/01/2023

Named Insured: GARLAND INDUSTRIES, INC.

This endorsement modifies the insurance coverage form(s) listed below that have been purchased by you and evidenced as such on the Declarations page. Please read the endorsement and respective policy(ies) carefully.

AUTO DEALERS COVERAGE FORM BUSINESS AUTO COVERAGE FORM MOTOR CARRIER COVERAGE FORM

It is hereby agreed that SECTION II – COVERED AUTOS LIABILITY COVERAGE, A. COVERAGE, 1. Who Is An Insured of the Business Auto Coverage Form and Motor Carrier Coverage Form, and SECTION I – COVERED AUTOS COVERAGES, D. Covered Autos Liability Coverage, 2. Who Is An Insured of the Auto Dealers Coverage Form are amended to include the following:

Any person or organization whom you become obligated to include as an additional insured under this policy, as a result of any written contract or written agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by your use of a covered "auto". However, the insurance afforded only applies to the extent permitted by law, and will not exceed the lesser of:

- (1) The coverage and/or limits of this policy, or
- (2) The coverage and/or limits required by such written contract or written agreement.

All other terms and conditions of this Policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (BLANKET WAIVER OF SUBROGATION) AMENDATORY ENDORSEMENT

Policy Number: 1000692555 231 **Effective Date:** 11/01/2023

Named Insured: GARLAND INDUSTRIES, INC.

This endorsement modifies the insurance coverage form(s) listed below that have been purchased by you and evidenced as such on the Declarations page. Please read the endorsement and respective policy(ies) carefully.

AUTO DEALERS COVERAGE FORM BUSINESS AUTO COVERAGE FORM MOTOR CARRIER COVERAGE FORM

A. It is hereby agree that SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer Of Rights Of Recovery Against Others To Us of the Business Auto Coverage Form, and SECTION V – MOTOR CARRIER CONDITIONS, A. Loss Conditions, 5. Transfer Of Rights Of Recovery Against Others To Us of the Motor Carrier Coverage Form are deleted in their entirety and replaced with the following:

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

However, we waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

B. It is hereby agreed that SECTION IV – CONDITIONS, A. Loss Conditions, 5. Transfer Of Rights Of Recovery Against Others To Us of the Auto Dealers Coverage Form is deleted in its entirety and replaced by the following:

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

However, we waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

This condition does not apply to damages under Paragraph C. Locations And Operations Medical Payments Coverage of Section II – General Liability Coverages.

All other terms and conditions of this Policy remain unchanged.

(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

| Any person | or org | anization | to | whom | you | become | obligated | to | waive | your | rights | of | recovery | against, | under | any |
|---------------|--------|------------|------|---------|--------|----------|------------|------|-------|------|--------|----|----------|----------|-------|-----|
| contract or a | greem | ent you er | nter | into pr | ior to | the occu | irrence of | loss | 3. | | | | | | | |

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

| Endorsement Effective Insured | Policy No. | Endorsement No. Premium |
|-------------------------------|------------------|----------------------------|
| Insurance Company | Countersigned by | |

WC 00 03 13 (Ed. 4-84)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM BUSINESS AUTO COVERAGE FORM MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. The following is added to the Other Insurance Condition in the Business Auto Coverage Form and the Other Insurance – Primary And Excess Insurance Provisions in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

- Such "insured" is a Named Insured under such other insurance; and
- You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

B. The following is added to the **Other Insurance** Condition in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

- Such "insured" is a Named Insured under such other insurance; and
- You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. CG 02 24 10 93

EARLIER NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

LIQUOR LIABILITY COVERAGE PART

POLLUTION LIABILITY COVERAGE PART

PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

| and the state of t | | | | | | | | | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|--|--|--|--|--|--|--|--|
| Endorsement effective: 11/01/2023 | Policy No. | | | | | | | | |
| 12:01 A.M. standard time | GLO7668473-02 | | | | | | | | |
| Named Insured | Countersigned by | | | | | | | | |
| GARLAND/DBS, Inc. | | | | | | | | | |
| | (Authorized Representative) | | | | | | | | |
| SCHEDULE | | | | | | | | | |

| Mı | ımber | of | Dava' | Notice | 60 |
|----|------------|------|--------|--------|----|
| N | JIMIL DEST | CII. | LIZIVS | NOUGE | |

(If no entry appears above, information required to complete this Schedule will be shown in the Declarations as applicable to this endorsement.)

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in paragraph 2, of either the CANCELLATION Common Policy Condition or as amended by an applicable state cancellation endorsement, is increased to the number of days shown in the Schedule above.



Additional Insured - Automatic - Owners, Lessees Or Contractors

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

Policy No. GL07668473-02

| Effective Date: 11/01/2023

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

- A. Section II-Who is An insured amended to Include as an additional Insured any person or organization whom you are required to add as an additional Insured under a written contract or written agreement executed by you, but only with respect to liability for "bodily Injury", "property damage" or "personal and advertising Injury" and subject to the following:
 - 1. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one er both of the following endorsements:
 - a. The Insurance Services Office (ISO) ISO CG 20 10 (10/01 edition); or
 - b. The ISO CG 20 37 (10/01 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or ""personal and advertising injury" arises out of:

- (1) Your ongoing operations, with respect to Paragraph 1.a. above; or
- (2) "Your work", with respect to Paragraph 1.b. above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 1., insurance afforded to such additional insured:

- (a) Only applies If the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (b) Does not apply to "bodily injury" or "property damage" caused by "your work" and included Within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.
- 2. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:
 - The Insurance Services Office (ISO) ISO CG 20 10 (07/04 edition); or
 - b. The ISO CG 20 37 (07/04 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part, by:

- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf,

in the performance of:

- (a) Your ongoing operations, with respect to Paragraph 2.a. above; or
- (b) "Your work" and included in the "products-completed operations hazard", with respect to Paragraph 2.b. above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 2., Insurance afforded to such additional Insured:

- (i) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (II) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.
- 3. If neither Paragraph 1. nor Paragraph 2, above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:
 - a. Under the ISO CG 20 10 (04/13 edition, any subsequent edition or if no edition date is specified); or
 - b. With respect to ongoing operations (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part by:

- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations, which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 3., insurance afforded to such additional insured:

- (a) Only applies to the extent permitted by law;
- (b) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and
- (c) Only applies if the "bodily Injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement.
- 4. If neither Paragraph 1. nor Paragraph 2, above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:
 - a. Under the ISO CG 20 37 (04/13 edition, any subsequent edition or if no edition date is specified); or
 - b. With respect to the "products-completed operations hazard" (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury" or "property damage" is caused, in whole or in part by "your work" and included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 4., Insurance afforded to such additional insured:

- (1) Only applies to the extent permitted by law:
- (2) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured;
- (3) Only applies if the "bodily injury" or "property damage" occurs during the policy period and subsequent to your execution of the written contract or written agreement, and

- (4) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.
- B. Solely with respect to the Insurance afforded to any additional insured referenced in Section A. of this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

- 1. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- 2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any Insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

C. Solely with respect to the coverage provided by this endorsement, the following is added to Paragraph 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit of Section IV – Commercial General Liability Conditions:

The additional insured must see to it that:

- (1) We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
- (2) We receive written notice of a claim or "suit" as soon as practicable; and
- (3) A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.
- D. Solely with respect to the coverage provided by this endorsement:
 - 1. The following is added to the Other Insurance Condition of Section IV Commercial General Liability Conditions:

Primary and Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

- a. The additional insured is a Named Insured under such other insurance; and
- b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.
- 2. The following paragraph is added to Paragraph 4.b. of the Other Insurance Condition under Section IV Commercial General Liability Conditions:

This insurance is excess over.

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

E. This endorsement does not apply to an additional insured which has been added to this Coverage Part by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

F. Solely with respect to the insurance afforded to an additional insured under Paragraph A.3. or Paragraph A.4. of this endorsement, the following is added to Section III – Limits Of Insurance:

Additional Insured - Automatic - Owners, Lessees Or Contractors Limit

The most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the written contract or written agreement referenced in Section A. of this endorsement; or
- 2. Available under the applicable Limits of Insurance shown in the Declarations,

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms, conditions, provisions and exclusions of this policy remain the same.





| Policy No. | Eff. Date of Pol. | Exp. Date of Pol. | Eff. Date of End. | Producer No. | Add'l. Prem | Return Prem. |
|---------------|-------------------|-------------------|-------------------|--------------|-------------|--------------|
| GLO7688473-02 | 1 11/01/2023 | 11/01/2024 | 11/01/2023 | | | |

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured:

Address (including ZIP Code):

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

1. The following paragraph is added to the Other Insurance Condition of Section IV - Commercial General Liability Conditions:

This insurance is primary insurance to and will not seek contribution from any other insurance available to an additional insured under this policy provided that:

- a. The additional insured is a Named Insured under such other insurance; and
- b. You are required by a written contract or written agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.
- 2. The following paragraph is added to Paragraph 4.b. of the Other Insurance Condition of Section IV Commercial General Liability Conditions:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "sult". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

All other terms and conditions of this policy remain unchanged.



Waiver Of Subrogation (Blanket) Endorsement

| Policy No. | Eff. Date of Pol. | Exp. Date of Pol. | Eff. Date of End. | Producer | Add'1. Prem | Return Prem. |
|---------------|-------------------|-------------------|-------------------|----------|-------------|--------------|
| GLO7668473-02 | 11/01/2023 | 11/01/2024 | 11/01/2023 | | S | \$ |

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

The following is added to the Transfer Of Rights Of Recovery Against Others To Us Condition:

If you are required by a written contract or agreement, which is executed before a loss, to waive your rights of recovery from others, we agree to waive our rights of recovery. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EARLY NOTICE OF CANCELLATION PROVIDED BY US AMENDATORY ENDORSEMENT

Policy Number:

1000692555 231

Effective Date: 11/01/2023

Named Insured:

GARLAND INDUSTRIES, INC.

This endorsement modifies the insurance provided under the following:

COMMERCIAL AUTO COVERAGE PART

It is hereby agreed that except with respect to fraud, material misrepresentation, or a material change in the nature or extent of the risk insured against, the number of days required for notice of cancellation, as provided in **COMMON POLICY CONDITIONS**, **A. Cancellation**, sub-paragraph **2.**, or as amended by an applicable state cancellation endorsement is increased to the number of days shown below:

- a. (10)* days before the effective date of cancellation if we cancel for nonpayment of premium; or
- b. (60)* days before the effective date of cancellation if we cancel for any other reason.
 - * The notice period provided shall not be less than that required by applicable state law.

All other terms and conditions of this Policy remain unchanged.



Dallas, TX 1-866-519-2522

Policy Number: 100 0005545 Effective Date: 11/01/2023

The Insured: Garland Industries, Inc.

ADVANCE NOTICE OF CANCELLATION OR NON-RENEWAL EXTENDED BY US

This endorsement modifies insurance provided under the following:

Workers Compensation and Employers Liability Policy

PART SIX • CONDITIONS, D. - Cancellation, 2. is deleted in its entirety and replaced with:

We may cancel or non-renew this policy. We must mail or deliver to you not less than the number of days shown below advance written notice stating when the cancellation or non-renewal is to take effect.

Except for non-payment of premium, non-payment of loss reimbursement or non-delivery of satisfactory security or collateral when due for which we will provide the advance written notice required by law, we shall not provide less than the number of days advance notice set forth below, or in the policy and endorsements attached thereto, or as required by state law.

Mailing that notice to you, at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice.

Cancellation: 90 Days
Non-Renewal: 90 Days

All other terms and conditions of this policy remain the same.

ROUTING FORM FOR CONTRACTS

| complies County h | with County's needs and previous negotiations. The undersigned designee further affirms that the has complied with the competitive selection process, as prescribed by Ohio Revised Code 9.17, and the |
|---------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| applicable | e sections as outlined on this form, by selecting the applicable boxes below. |
| · | Goods and/or Services in excess of $575,000.00$ —competitively selected via an Invitation to Bid, pursuant o R.C. $307.86-307.92$ |
| | Goods and/or Services in excess of \$75,000.00—competitively selected via a Request for Proposals, oursuant to R.C. 307.862 |
| С. 🗌 Р | Public Improvement contracts—competitively selected pursuant to R.C. 153.08-153.12 |
| | Architect/Engineer design services for public improvements—selected through the Request for Qualifications process pursuant to R.C. 153.65-153.72 |
| Е. 🗌 С | County Road Improvement/Construction—competitively selected pursuant to R.C. 5555.61 |
| F T | The subject matter was exempt from competitive selection for the following reason(s): |
| 1 2 3 4 5 6 7 | State Term #: (copy of State Term Contract must be attached) DOOT Term #: (See R.C. 5513.01) Professional Services (See the list of exempted occupations/services under R.C. 307.86) Emergency (Follow procedure under ORC 307.86(A)) Sole Source (attach documentation as to why contract is sole source) |
| G. | Agreement not subject to Sections A-F (explain): |
| н. 🗌 С | Compliance with Fairfield County Board of Commissioners Procurement Guidelines |
| 1 2 3 4 | Search" on http://ffr.ohioauditor.gov/) Dobtained 3 quotes for purchases under \$75,000 (as applicable) |
| Signed th | nis day of |
| De | Codri |
| | |
| Name and | |

Rev. 9-29-23 Eff. 10-3-23 to 12-31-24 91-04-240068

GENERAL SERVICES AGREEMENT

| Ga | This AGREEMENT, made this <u>15</u> day of <u>October</u> , 2024 by and between rland DBS Inc, and the Fairfield County Commissioners, 210 East Main |
|------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | reet Room 300, Lancaster, Ohio 43130 (The Board) for Roof Replacement services in Fairfield bunty. |
| | ITNESSETH: That the parties hereto, for and in consideration of Covenants and Agreement to be rformed by each as hereinafter set forth, do hereby agree as follows: |
| pe | e Contractor agrees to provide all materials, supplies, equipment, labor, and supervision necessary, and rform, as an independent contractor, the following described work as set forth in the attached roposal," and further described in attached "Exhibit A." |
| 1. | Contract term (if applicable) from 10/15/2024 (Beginning Date) to 03/01/2025 (Ending Date). |
| 2. | The total amount of the contract cannot exceed \$364.302.00, unless otherwise limited or expanded by amendment. |
| 3. | The Contractor will work during hours mutually agreeable and acceptable to both the Board and the Contractor. |
| 4. | The Contractor shall submit invoice(s) to the Board for work performed. Invoices will be submitted each month within 5 days of the end of the Second Monday of the month for services rendered during the month. The Contractor shall make all reasonable efforts to include all services provided during the service month on the invoice. The Board will make payment for all invoices received in accordance with the terms of this contract. The Board will only pay for those services outlined in the attached "Proposal," and further described in attached "Exhibit A." |
| 5. | The Board shall pay the Contractor for the performance of the work as set forth in the attached "Proposal," and further described in attached "Exhibit A." Specifications pertaining to this agreement will be strictly enforced. |
| 6. 4 | Additional charges MUST be approved by the Board liaison in writing and will be based on additional time spent to complete the Work. |
| 7. | There will be no charge for extra work of an occasional, incidental, or reasonable emergency nature arising in the normal course of business conducted on the premises. |
| | The Contractor will supervise and direct the work; however, the Board will, at all times, have access to the work. |

07/24/2024

- 9. The Board reserves the right to make, at any time during the progress of the work, such alterations in details of work as may be deemed necessary or desirable. Such alterations shall not invalidate this Agreement, and the Contractor agrees to perform the work as altered, the same as if it had been part of the original Agreement. In the event of an alteration the Contractor and the Board shall renegotiate the contract price to reflect the costs of the work so altered.
- 10. The Contractor shall make adequate provisions to ensure the security and safety of the Contractor's employees, equipment and supplies and shall comply with all OSHA regulations.
- 11. The Contractor guarantees to pay all payroll taxes, workers' compensation insurance and any or all other taxes that may be levied against payroll by City, State or Federal agencies. The Contractor shall furnish personal liability, property damage and theft insurance certificates in the amount of \$ 1,000,000.00 with \$ 1,000,000.00 umbrella policy, and a workers' compensation certificate, as applicable. The Contractor shall carefully screen and perform reference checks on all personnel associated with this Agreement in a satisfactory manner. In the event the Federal minimum wage law is increased, the Agreement will be increased correspondingly.
- 12. The Contractor agrees to protect, defend, indemnify, and hold the Board; its officers, employees, and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, including but not limited to attorney's fees, or liabilities of every kind and character arising out of or in connection with any acts or omissions, negligent or otherwise, of the Contractor or its employees, officers, agents, and subcontractors. The Contractor agrees to pay all damages, costs, and expenses, including but not limited to attorney's fees, of the Board; its officers, employees, and agents in defending any action arising out of the aforementioned acts or omissions.
- 13. The Contractor shall not permit liens or encumbrances to be filed against the Board property by reason of the Contractor's failure to pay for services performed or materials furnished hereunder. The Contractor shall not assign this Agreement or any interest therein or any monies due or to become due thereunder voluntarily, involuntarily or by operation of law. Nor shall the Contractor subcontract any of its duties hereunder without the Board's prior written consent.
- 14. In the event the Board provides its written consent to a Subcontractor, the Contractor shall indemnify and save the Board and the Board's agents and employees harmless from all claims growing out of the lawful demands of Subcontractor's laborers, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the work. The Contractor shall, at the Board's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the Contractor fails to do so the Board may, after having notified the Contractor, either pay unpaid bills or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed, in accordance with the terms of this Agreement, but in no event shall the provisions of this sentence be construed to impose any obligations upon the Board to either The Contractor, his Surety, if applicable, or any third party. In paying any unpaid bills of the Contractor, any payment so made by the Board shall be considered

07/24/2024 Page 2

- as a payment made under the Agreement by the Board to the Contractor and the Board shall not be liable to the Contractor for any such payments in good faith.
- 15. The Contractor is responsible for all property damage caused by its employees. Said repair or replacement shall be accomplished within ten calendar days of notification. The Sheriff's Office will investigate all accidents and shall make a report.
- 16. The Contractor certifies it is an equal opportunity employer and shall remain in compliance with state and federal civil rights and non-discrimination laws and regulations including but not limited to Title VI and Title VII of the Civil Rights of Act of 1964 as amended, the Rehabilitation Act of 1973, the Americans with Disabilities Act, the Age Discrimination Act of 1975, the Age Discrimination in Employment Act as amended, and the Ohio Civil Rights Law. During the performance of this Agreement, the Contractor will not discriminate against any employee, contract worker, or applicant for employment because of race, color, religion, sex, sexual orientation, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief, or place of birth. Such action shall include, but is not limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising, layoff, or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship; and the procurement of materials and equipment. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices stating that the Contractor complies with all applicable federal and state non-discrimination laws. The Contractor agrees not to establish or knowingly permit any such practice or practices of discrimination or segregation in reference to anything related to this Agreement, or in reference to any contractors or subcontractors of said Contractor.
- 17. The Contractor certifies and affirms that the Contractor will comply with all applicable state and federal laws regarding a drug-free workplace. The Contractor will make a good faith effort to ensure that all employees performing duties or responsibilities under this Agreement, while working on the state, county, or private property, will not purchase, transfer, use or possess illegal drugs or alcohol, or abuse prescription drugs in any way.
- 18. The Contractor warrants that its services and/or goods shall be performed and/or provided in a professional and work like manner in accordance with applicable professional standards. The Contractor shall guarantee all materials and equipment furnished and work performed for a period of one year from the date of completion. The Contractor warrants and guarantees for a period of one year from the date of completion of the improvement, that it is free from all defects due to faulty materials or workmanship, and The Contractor shall promptly make corrections as may be necessary by reason of such defects. The Board will give notice of observed defects with reasonable promptness. In the event that The Contractor should fail to make repairs, adjustments, or other work, which may be made necessary by such defects, The Board may do so and charge The Contractor the cost thereby incurred. If applicable, THE CONTRACT BOND SHALL REMAIN IN FULL FORCE AND EFFECT THROUGH THE GUARANTEE PERIOD.

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- 19. When the work is completed, the site shall be cleaned of all rubbish and debris caused by the construction and/or demolition. All temporary structures, surplus materials, and equipment shall be removed and the project left in a neat and presentable condition.
- 20. After ten (10) days from delivery of a Written Notice to The Contractor, the Board may, without cause and without prejudice to any other right or remedy, elect to terminate this agreement. In such case, The Contractor shall be paid for all work executed and any expense sustained, unless such termination was due to the act or conduct of the Contractor.
- 21. This Agreement is a matter of public record under the laws of the State of Ohio. The Contractor agrees to make copies of this Agreement promptly available to any requesting party. Upon request made pursuant to Ohio law, the Board shall make available the Agreement and all public records generated as a result of this Agreement. By entering into this Agreement, the Contractor acknowledges and understands that records maintained by the Contractor pursuant to this Agreement may be deemed public records and subject to disclosure under Ohio law. The Contractor shall comply with the Ohio public records law.
- 22. The Contractor warrants that at the time of entering into this Agreement, it has no interest in nor shall it acquire any interest, direct or indirect, in any contract, which will impede its ability to perform the services under this Agreement. The Contractor has no knowledge of any situation, which would be a conflict of interest. It is understood that a conflict of interest occurs when a Board employee will gain financially or receive personal favors as a result of the signing or implementation of this Agreement. The Contractor shall report the discovery of any potential conflict of interest to the Board. Should a conflict of interest be discovered during the term of this contract, the Board may exercise any right under this Agreement, including termination.
- 23. Nothing in this Agreement establishes a partnership, association, or joint venture with the Contractor in the conduct of the provisions of this Agreement. The Contractor shall at all times have the status of an independent without the right or authority to impose tort, contractual, or any other liability on the Board.
- 24. This instrument embodies the entire agreement between the parties, and any prior understanding, agreement, or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated into this Agreement. There are no promises, terms, conditions, or obligations other than those contained within this Agreement. This Agreement shall supersede all previous communications, representations, or contracts, either written or oral, between the parties to this Agreement.
- 25. If any term or provision of this Agreement or the application of such term or provision to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to any persons or circumstances other than those as to which it is held to be invalid or unenforceable, shall remain unaffected and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

07/24/2024 Page 4

- 26. Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party. All amendments and changes shall be dated and become part of the original Agreement. The terms of this Agreement are hereby agreed to by both parties, as shown by the signatures of representatives of each.
- 27. The Agreement shall for all purposes be construed and enforced under and in accordance with the Laws of the State of Ohio and shall have been deemed to have been executed in Fairfield County, Ohio. Further, the parties agree to submit to the jurisdiction of, and agree that the venue is proper in the Fairfield County Common Pleas Court, Fairfield County, Ohio.

In Witness Whereof, the parties hereto have executed this Agreement, in duplicate, as of the

| 15th | day of October 2024. | , |
|------|----------------------------------|------------------|
| | Bir Lundunt | 10/3/2024 |
| | CONTRACTOR | DATE |
| | Brien dombat - Hasid wit | 80.0525452 ANDIO |
| 2 | PRINTED NAME OF CONTRACTOR | TAX ID NUMBER |
| | · | SFAT |
| | FAIRFIELD COUNTY | DATE 2009 |
| | | 31-6400066 |
| | PRINTED NAME OF FAIRFIELD COUNTY | TAX ID NUMBER |



Garland/DBS, Inc. 3800 East 91st Street Cleveland, OH 44105 Phone: (800) 762-8225

Fax: (216) 883-2055



ROOFING MATERIAL AND SERVICES PROPOSAL

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

Date Submitted: 09/25/2024
Proposal #: 91-OH-240068
RFP # COG-2133
OHIO General Contractor License #: NOT REQUIRED

Purchase orders to be made out to: Garland/DBS, Inc.

Please Note: The following budget/estimate is being provided according to the pricing established under the Master Cooperative Purchasing Agreement with Cooperative Council of Governments and Equalis Group. Garland/DBS, Inc. administered a competitive solicitation for obtaining localized pricing.

Scope of Work:

- Customer to scan the roof to identify any wet insulation.
- Wet-vacuum the entire roof surface.
- Remove and replace wet insulation as needed per NRCA guidelines.
- Replace any damaged decking with like materials. Include a per sq. ft. cost for deck replacement
- Repair any blisters, ridges, splits, etc. with Black Knight mastic and Garmesh
- Install new flashings at all projections, perimeter, drains, etc. using a base ply of FlexBase 80 and a top ply of Stressply Plus modified bitumen membrane. Prime projections if needed.
- Install Black Knight Primer at a rate of 1 gallon per 100-150 square feet.
- Install Garland's Black Knight Cold at a rate of 6-7 gallons per 100 square feet and embed 400 lbs per square of #7 or #67 pea gravel surfacing into the fresh application of Black Knight. Use a notched squeegee to install the product and it may work best to use the squeegee backwards. Make sure that the notches are spaced appropriately apart and are cut to the proper size. This will ensure the proper coverage rate.

- Install Silver Shield (coating) on all exposed flashings
- Three course the vertical seams with Silver Flash mastic, 6" Garmesh and Silver Flash mastic
- Install Tuff Flash LO around all difficult penetrations where a pitch pocket will not work
- Install new stainless steel pitch pockets using Tuff Flash LO. Prime the metal before installing the Tuff Flash LO. Install duct tape that extends 2" above the metal pitch pocket when filling in with the Tuff Flash LO. Remove the duct tape once the Tuff Flash LO cures
- Install a pate curb where multiple conduit lines run through a single point of entry.
- Replace the clock tower downspout the bottom two 10' sections and properly seal the joints
- Install new black piping and run it all the way to the drain
- Install seal a pore over the brick on the block tower, starting at the top of the windows (photo 5)
- Remove the gravel 3' from the wall (on both sides) in photo 7. Make modified repairs and then regravel
- Remove and reinstall sealant in photo 10
- Seal the corner in photo 11
- Remove all of the gravel around the exhaust fan in photo 13. Remove the gravel 4' away on all four sides. Make all necessary repairs. Plan on installing a new modified cap sheet in this area.
- Run all pvc condensate lines all the way to the nearest drain
- Have a plumber raise the water line (photo 38) by 8-12" and the roofer will install a new pitch pocket
- Roofer to install a piece of sheet metal and run the black line through the metal and seal
- •Three course all vertical seams with flashing bond, mesh, and Silver Flash
- •Coat the entire of every roof drain, inside the gravel guard, with two coats of Cool-Sil after priming
- Clean up all debris and damage done to grounds, building and roof top (if any). Plant new grass seed if necessary. Netting must be installed to hold the new grass seed and straw in place. Seed to be selected by the customer. "Paper mulch pellets" can be used (preferred) instead of netting and straw. Pellets can be purchased from Site One in Gahanna. Plywood should be laid under the dumpster and where any heavy machinery will be driven to prevent deep ruts from forming.
- The contractor is responsible for taking pictures of the interior and exterior of the building before work begins. This will help to determine who is responsible for any interior damage that may take place during the roofing work.
- Contractor is required to notify the customer on which areas of the roof they are working on, each day, so that the customer can close down the dampers in that area.
- Contractor is responsible for properly protecting the parking lot, sidewalks, concrete, asphalt, etc.., from damage. Contractor to cover the areas with plywood or whatever material they deem necessary for proper protection. Any damage done to these areas will be repaired by the contractor using "like" material.
- Contractor is to have a port-a-john on-site that is secured so that it can't be tipped over. Port-a-john is also to be locked when the contractor is not on-site.
- Contractors are required to follow all safety requirements from the customer and per OSHA standards.

- Contractor should have all employees wearing company shirts with the company logo. No cut off shirts are allowed. Workers to wear safety glasses and steel toe boats on the job site. Hard hats should be worn when materials are being lifted overhead.
- All existing ladders, walkways, walls, etc.., must be protected so that these areas are not marked up from material spills or tracking of materials by walking.
- Contractor must have insurance on the materials once they hit the job site. The contractor is responsible for any lost or stolen material once delivered. All material should be placed inside an orange safety fence.
- All contractors must view the Garland application videos, along with their foreman, to ensure that they understand the proper installation of the specified Garland system. http://www.garlandco.com/educational/application-videos.html
- The scope of work supersedes any discrepancies in the additional specification sections and/or data sheets.
- Any changes to the scope of work, details, or products being used must be put into writing and e-mailed to Connor Trentman for approval before the change is made. Failure to put a change into writing makes the contractor liable for any issues.
- The Garland representative is not responsible for mistakes by the contractor, even if the Garland representative misses something during a job inspection and catches it at a later date. It is to the contractor's advantage to have a Garland rep watch the job to help eliminate any errors as the work progresses but it is the contractor's sole responsibility to follow the specification package and perform the job accordingly.
- ***Contractor to read through the entire specification package prior to bidding. The scope of work is simply a guide on how the system is to be assembled, additional details on the system are included in the rest of the specification package and must be followed.***

Proposal Price Based Upon Market Experience:

\$ 364,302

Garland/DBS Price Based Upon Local Market Competition:

| Chemcote Roofing | \$ 364,302 |
|--------------------|---------------|
| Alumni Roofing | \$ 373,006 |
| Phinney Industrial | \$ 409,140 |

Potential issues that could arise during the construction phase of the project will be addressed via unit pricing for additional work beyond the scope of the specifications. This could range anywhere from wet insulation, to the replacement of deteriorated wood nailers.

Please Note – The construction industry is experiencing unprecedented global pricing and availability pressures for many key building components. Specifically, the roofing industry is currently experiencing long lead times and significant price increases with roofing insulation and roofing fasteners. Therefore, this proposal can only be held for 30 days. DBS greatly values your business, and we are working diligently with our long-term suppliers to minimize price increases and project delays which could effect your project. Thank you for your understanding and cooperation.

Clarifications/Exclusions:

- 1. Plumbing, Mechanical, Electrical work is excluded.
- 2. Masonry work is excluded.
- 3. Interior Temporary protection is excluded.
- 4. Prevailing Wages are excluded.
- 5. Any work not exclusively described in the above proposal scope of work is excluded.

If you have any questions regarding this proposal, please do not hesitate to call me at my number listed below.

Respectfully Submitted,

Anthony Kardum

Anthony Kardum Garland/DBS, Inc. (216) 430-3555

Department of the Treasury Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Before you begin. For guidance related to the purpose of Form W-9, see Purpose of Form, below.

Give form to the requester. Do not send to the IRS.

| | Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the centity's name on line 2.) | owner's n | ame | on line | 1, an | d enter th | e bus | iness/di | sregard | led | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|---------------|---------------|---------------------------|---------------------------------------|-----------------|---------------------------------------------------------------------------------------------------|----------|-----|--|
| | GARLAND/DBS, INC. | | | | | | | | | | |
| n page 3. | 2 Business name/disregarded entity name, if different from above. | | | | | | | | | | |
| | 3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. Individual/sole proprietor C corporation S corporation Partnership Trust/estate | | | | | | | 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): | | | |
| | LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) | | | | Exer | npt payee | code | (if any) | | | |
| Print or type. See Specific Instructions on page | Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check box for the tax classification of its owner. Other (see instructions) | | | riate | Com | nption fro pliance A e (if any) | | | | | |
| Pri C /n | | | | | - | - () | | | | | |
| Specifi | 3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax and you are providing this form to a partnership, trust, or estate in which you have an ownership it this box if you have any foreign partners, owners, or beneficiaries. See instructions | interest, o | chec | | (A | pplies to a outside t | | | | | |
| See | 5 Address (number, street, and apt. or suite no.). See instructions. | Reques | ter's | name | and ac | dress (op | tiona | 1) | | | |
| | 3800 EAST 91ST STREET | | | | | | | | | | |
| | 6 City, state, and ZIP code | | | | | | | | | | |
| | CLEVELAND, OHIO 44105 | | | | | | | | | | |
| | 7 List account number(s) here (optional) | | | | | | | | | | |
| Par | Taxpayer Identification Number (TIN) | | | | | | | | | | |
| A STATE OF THE STA | ``` | | Soc | cial se | curity | number | | | | | |
| backu reside | our TIN in the appropriate box. The TIN provided must match the name given on line 1 to avo o withholding. For individuals, this is generally your social security number (SSN). However, for at alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other | or a | | | 7- | | - | | | | |
| entitie | s, it is your employer identification number (EIN). If you do not have a number, see <i>How to ge</i> tor | ta ' | or | | | | | | | | |
| | | | Em | ployer | yer identification number | | | | | | |
| | If the account is in more than one name, see the instructions for line 1. See also <i>What Name a</i> or To Give the Requester for guidelines on whose number to enter. | and | 8 | 0 - | - 0 | 5 2 | 5 | 4 5 | 2 | | |
| Part | II Certification | | | | | · | | is. | | | |
| Under | penalties of perjury, I certify that: | | | | | | | | | | |
| 1. The | number shown on this form is my correct taxpayer identification number (or I am waiting for a | a numbe | er to | be iss | sued t | o me); a | nd | | | | |
| Sen | not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I ice (IRS) that I am subject to backup withholding as a result of a failure to report all interest obager subject to backup withholding; and | | | | | | | | | n | |
| 3. I am | a U.S. citizen or other U.S. person (defined below); and | | | | | | | | | | |
| 4. The | FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting | g is corre | ect. | | | | | | | | |
| becaus acquis | cation instructions. You must cross out item 2 above if you have been notified by the IRS that your tax return. For real estate transaction tion or abandonment of secured property, cancellation of debt, contributions to an individual reting an interest and dividends, you are not required to sign the certification, but you must provide you | ns, item ement a | 2 do ırran | es no geme | t apply | y. For mo), and, g | ortgaç enera | ge inter ally, pay | rest pai | id, | |
| Sign Here | Signature of U.S. person Da | ate , | 4 | | 3 - | 20 | 25 | / | | | |
| Ger | eral Instructions New line 3b has be | en adde | ed to | this 1 | orm. | A flow-th | ıroug | jh entit | y is | | |

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

Carrí L. Brown, PhD, MBA, CGFM

Fiscal Year 2024 Page: 1 of 1 THIS NUMBER MUST APPEAR ON ALL INVOICES,

PACKAGES AND SHIPPING PAPERS.

Fairfield County Auditor 210 East Main Street Lancaster, Ohio 43130

Revisions: 000

Purchase Order #

24007029 - 00

Purchase Order

Delivery must be made within doors of specified destination.

Expiration Date: 03/15/2025

В L Ē 0

VENDOR

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

GARLAND COMPANY INC DESIGN-BUILD SOLUTIONS INC 3800 EAST 91ST ST CLEVELAND, OH 44105

I P T 0

MAINTENANCE DEPARTMENT 240 BALDWIN DRIVE LANCASTER, OH 43130

| VENDOR PHONE NUMBER | | NDOR FAX NUMBER | REQUISITION NUMBER | DELIVERY REFERENCE | | | |
|---------------------------|------|--------------------------------------|--------------------|---------------------|--|--|--|
| 216-641-7500 | 0 | | 7736 | | | | |
| DATE ORDERED VENDOR NUMBE | | R DATE REQUIRED FREIGHT METHOD/TERMS | | DEPARTMENT/LOCATION | | | |
| 10/07/2024 | 1029 | | | COMM-MAINTENANCE | | | |
| NOTES | | | | | | | |

PO Requisitioner Name : Emylee Noel Gussler

E mail Address: emylee.gussler@fairfieldcountyohio.gov

| | addition i distribution of the state of the | | | | | |
|-------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|-----|------|--------------|----------------|
| ITEM# | DESCRIPTION / PART # | | QTY | UOM | UNIT PRICE | EXTENDED PRICE |
| 1 | 239 E MAIN - ROOF | | 1.0 | EACH | \$364,302.00 | \$364,302.00 |
| | GL Account: 12343500 - 570000 \$364 | 4,302.00 | | | | |
| | GL SUMMARY | | | | | |

12343500 - 570000 \$364,302.00

| Invoice Date// | Invoice Amount \$ | To Be paid// | Warrant # |
|------------------------------|-------------------|--------------|-----------|
| COUNTY AUDITOR'S CERTIFICATE | | | |

It is hereby certified that the amount \$364,302.00 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: 10/07/2024

Purchase Order Total \$364,302.00

Prosecutor's Approval Page

Resolution No.

A Resolution Authorizing the Approval of an Agreement for the Replacement of the roof of the Government Service Center with Garland DBS Inc.

(Fairfield County Facilities)

Approved as to form on 10/16/2024 4:29:44 PM by Amy Brown-Thompson,

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

Amy Brown Manpson

Signature Page

Resolution No. 2024-10.22.o

A Resolution Authorizing the Approval of an Agreement for the Replacement of the roof of the Government Service Center with Garland DBS Inc.

(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 for a Change Order #4 to the Contract with Gutknecht Construction and the Fairfield County Commissioners

WHEREAS, the Board of County Commissioners has previously approved a contract between the Gutknecht Construction and the Commissioners, for the construction of the Workforce Engineering Lab, located at 4465 Coonpath Road, Carroll OH 43112, on Resolution 2024-04.02.c; and

WHEREAS, the Board of County Commissioners desires to modify the contract with Gutknecht Construction to deduct and perform additional work in the project. The changes result in a deduct of the overall project cost in the amount of \$(5,090.00) (five thousand and ninety dollars); and

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

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

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

Section 1. That the Fairfield County Commissioners approve the attached Change Order #4 to the contract with Gutknecht Construction for \$(5,090).

Prepared by: Jon Kochis



CHANGE ORDER

312 Plum Street, Suite 700, Cincinnati, Ohio 45202 1086 N. 4th St, Suite 111, Columbus, Ohio 43201

 CHANGE ORDER NO.
 CO-04

 PROJECT NO.
 2021091.02

 DATE
 10/18/2024

| Basis of Change Order: (Please | select only one) | | |
|----------------------------------------------------------------------------------------------------|--------------------------------|---------------------------------------------------------------------------|--------------------------|
| Type 1: Owner Requested | Type 3: Unforeseen Con | dition Type | 5: Non-Value Added E & O |
| Type 2: Code Authority Required | Type 4: Value Added Fi | eld Coordination | |
| To Contractor (name/address) Gutknecht Construction 2280 Citygate Drive Columbus, OH 43219 | | Project: FCWDC-OU Engineering Lab 4465 Coonpath Road NW Carroll, OH 43112 | Additions |
| Owner: Board of Commissioners of Fairt 210 E Main St. Lancaster, OH 43130 | iield County Ohio | Contract For: General Construction | on |
| You are directed to make the fo | ollowing change(s) in this (| Contract: | |
| Change to Exterior Panel, or Power Drops, Hosebibb, and | Credit for Vinyl Graphics, A | Add Floor Grind & Polish, | (\$5,090.00) |
| | | Deduct from Contract | (\$5,090.00) |
| The Original Contract Sum was | | | \$1,566,000.00 |
| Net Change by previous Change O | rders | | \$91,433.00 |
| The Contract Sum prior to this Cha | ange Order was | | \$1,657,433.00 |
| THE CONTRACT SUM WILL | BE INCREASED BY THIS | CHANGE ORDER | \$0.00 |
| THE CONTRACT SUM WILL | BE DECREASED BY THIS | CHANGE ORDER | (\$5,090.00) |
| The new Contract Sum including the | his Change Order will be | | \$1,652,343.00 |
| The Contract Time will be unchang | ged by | | 0 Days |
| SHP | CONTRACTOR | OWNER | |
| Signed by: | DocuSigned by: | | |
| I IM MITU A2DEEFA00013477 | John Meigan DBD5F61BB4784B8 | | |
| By 10/18/2024 | By 10/18/2024 | Ву | |
| | | | |



September 2, 2024 Revised: 10/16/2024

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

Project: 24-017 Fairfield County Work Force Development/OU Engineering

Re: Change to Exterior Panel/Credit for Vinyl Graphics/

Add floor grind & polish/Power Drops/Hosebibb/CMU Paint

Additional Time Required: NA

Mr. Rossel,

This change order request represents the costs associated with added new transformer and 400 amp panel in PR #04. The breakdown for this work is as follows:

| A. LA | BOR & | FRINGE | S | | |
|-------|---------|----------|--------------|--------------------------------|---------|
| | 1.) | 0 | days | Project Management @ \$185/Day | \$ - |
| | 2.) | 0 | days | Supervision @ \$450/Day | \$ - |
| | 3.) | 0 | days | General Conditions @ \$400/Day | \$ - |
| | 4.) | 0 | hours | PW Carpenter @ \$50.94/Hour | \$ - |
| | 5.) | 0 | hours | PW Laborer @ \$46.72/Hour | \$ - |
| B. PA | YROLL | TAXES I | гем А | | |
| | 1.) Fl | CA | @ 7.65% | | \$ - |
| | 2.) O | BES | @ 4.6% | | \$ - |
| | 3.) FL | JTA | @ .80% | | \$ - |
| | 4.) B\ | WC | @ 19.1% | | \$ - |
| | 5.) O | THER | @ 6.85% | | \$ - |
| C. EC | QUIPMEI | NT RENT | ALS | | |
| | 1.) No | ot appl | icable | | \$ - |
| D. OV | VNED E | QUIPME | NT | | |
| | 1.) | 0 | Hours Mini E | Exc/Bobcat @ \$75.00 per hour | \$ - |
| | 2.) | 0 | Hours Dump | o Truck @ \$55.00 per hour | \$ - |
| | 3.) M | isc. Equ | uipment & Sm | all Tools (Not Applicable) | \$ - |

Breakdown Continued

| E. TRUCKING 1.) Not applicable | \$ - |
|----------------------------------------------|-------------------|
| F. OVERHEAD 1.) 10% of Items A through E | \$ - |
| G. MATERIALS 1.) Not Applicable | \$ - |
| H. PROFIT 1.) 10% of Items A through G | \$ - |
| I. SUBCONTRACTORS | |
| 1.) Solar Tint | \$ (52,147.00) |
| 2.) Carl T Johnson (Ext Metal Panel Rework) | \$ 12,000.00 |
| 3.) J.D, Music (Grind and Polish) | \$ 24,300.00 |
| 4.) Ryco Electric (Power Drops) | \$ 3,879.00 |
| 5.) Anderson Decorating (Restroom ext walls) | \$ 1,400.00 |
| 6.) Bontrager Mech (hose bibb/secured cover) | \$ 1,200.00 |
| J. CONTRACTOR MARK-UP ON SUBCONTRACTOR | |
| 1.) 10% of Item I | \$ 4,277.90 |
| TOTAL THIS CHANGE | \$ (5,090.00) |

We reserve the right to revise this pricing if not accepted within 10 calendar days. Please contact me with any questions.

Sincerely, Authorize

John Meegan, AIA

Brock Rossel, AIA

Brock Rossel, AIA

Principal Architect/Project Manager Project Manager

10/18/2024

Date

J.D. Music Tile Company

28121 Scippo Creek Rd. Circleville, OH 43113 Phone: (740) 420-9611 Fax: (740) 420-9614

Email: mconkel.jdmt@frontier.com

September 13, 2024

RE: OU Engineering

Dear Estimating:

We propose to furnish all labor, insurance, and material on the above mentioned project. If you have any questions, please feel free to give me a call.

Polish Concrete 3,000

Grind and Seal Pickle ball Court 300'

Bid Total

\$ 24,300.00

We are an EDGE and NWBOC certified contractor. Bid Good for 30 days

Thank you for the opportunity to submit a quote on this project. We look forward to working with you in the near future.

Sincerely,

Megan Travis Megan Travis

VP Of Operations



Prestige Dealer Network

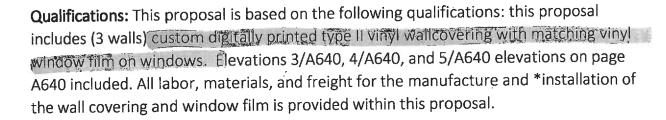


Proposal

March 5, 2024

Quote Valid through: April 4, 2024

Project: OU Engineering Lab Alterations



Base bid of graphics & film per information noted:

\$ 52,147

* Installation is based on prevailing wage, non-union and non-phased install. If union, or phased install are required, pricing will need to be requoted. Lift is included in pricing.

Since 1979, we have provided Ohio, Indiana, Kentucky, and Tennessee with superior 3M window films. As a WBE, we offer the highest quality customer service, superior products, and installations. From sun control to safety & security to decorative privacy films, we have the perfect solution for you.

Your Solar Tint representative can also assist with your graphic and signage needs, from Solar Tint's sister company: ST Graphics. From the moment visitors pull into the parking lot, provide them with easy guidance to their destination with wayfinding signage. Once inside the building, our state-of-the-art environmental graphics, eliminate the questions of where to go, while providing a welcoming feeling.

Thanks for the opportunity to serve you.

Regards

Ashley Fitzpatrick Estimator (513) 966-8072

Corporate Office: 5050 Montgomery Rd. • Cincinnati, Ohio 45212

Cincinnati 513-829-8818 | Columbus 614-721-0175 | Dayton 937-310-7627 | Indianapolis 317-932-8468 | Kentucky 859-746-1000

PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO:

1

OF

APPLICATION DATE: PERIOD TO:

1/0/1900 9/16/2024

PROJECT NO: -017 / 07-0410S

PAGE

| Α ΓΕΜ | B DESCRIPTION OF WORK | C SCHEDULED | D WORK CO |) MPLET | E | F MATERIALS | - G TOTAL | % | H BALANCE | I RETAINAGE |
|----------|----------------------------------------------------------------------------------------------|----------------------|-----------------------------------------|------------|----------|-------------------------------------------|-----------------------------------------------|---------|--------------|-----------------------|
| NO. | | VALUE | FROM PREVIOUS APPLICATION (D + E) | THIS | S PERIOD | PRESENTLY STORED (NOT IN D OR E) | COMPLETED AND STORED TO DATE (D+E+F) | (G ÷ C) | (C - G) | (IF VARIABLE RATE) |
| 1 | Wall panel material Aprx 44ft X8ft high panels | \$ 4,050.00 | | \$ | 4,050.00 | | \$ 4,050.00 | 100.00% | | \$ 324.00 |
| | Quantity | 44ft X8ft | | | | | | | | |
| 2 | Wall panel installation | \$ 9,000.00 | | S | 9,000.00 | | \$ 9,000.00 | 100% | | \$ 720.00 |
| | Quantity | 44ft X8ft | | | | | | | | |
| 3 | Punchut | \$ 1,450.00 | | | | | \$ | 0% | \$ 1,450.00 | \$ - |
| 4 | Insulation replacement blnket insulation | | | \$ | - | | \$ - | | | \$ - |
| | Quantity | 44ftX8ft as needed | | | | | | | | |
| 5 | Fastsners Color matched EPDM to sheet metal | | \$ - | | | | \$ - | | | s - |
| | Quantity | Aprx 300 used | | | | | | | | |
| 6 | Flat Sheets Metal | | | S | 9 | | \$ | 1 | | \$ - |
| | Quantity | 15 sheets | | | | | | | | |
| 7 | NAME OF ITEM: | | | \$ | - | | 5 | | | \$ - |
| 8 | NAME OF ITEM: | | | \$ | - | | \$ | | | \$ - |
| 9 | NAME OF ITEM: | | | \$ | | | \$ - | | | \$ - |
| 1 | NAME OF ITEM: | | | | | | \$ - | | | \$ - |
| 2 | NAME OF ITEM: | | | \$ | - | | \$ - | | | \$ - |
| 3 | NAME OF ITEM: | | 1 | \$ | - | | \$ - | | | \$ - |
| 4 | NAME OF ITEM: | \$ | | \$ | | | \$ - | | | \$ - |
| 5 | NAME OF ITEM: | \$ | | \$ | | | \$ - | | | \$ - |
| 6 | NAME OF ITEM: | \$ = | | \$ | = | | \$ - | | | \$ - |
| 7 | NAME OF ITEM: | \$ | | \$ | | | \$ = | | | \$ - |
| 8 | NAME OF ITEM: | \$ = | | \$ | | | \$ | | | \$ - |
| 9 | NAME OF ITEM: | \$ - | | \$ | | | \$ - | | | \$ - |
| 10 | CHANGE ORDERS (IF APPLICABLE): | \$ - | | \$ | - | | \$ | | | \$ - |
| | PLEASE BREAKDOWN THE TOTAL SCHEDULED VALUE (INCLUDING CHANGE ORDERS) | |] | | | | | | | |
| | Total Labor: | \$ - | | | | | | | | |
| | Total Materials: | - | l | | | | | | | |
| | Total Tax: | \$ - \$ 14.500.00 | 1 | | | | | | | |
| Δ. | Total Scheduled Value: A DOCUMENT G703 · CONTINUATION SHEET FOR G702 · 1992 EDITION · AIA | 4 11,000,00 | Į. | | | | | | | 1 |

FCWD Metal Siding Replacement

ADD for additional Wall Panels

Carl T Johnson

| Wall Panel Material | \$ 4,050.00 |
|-------------------------|-----------------|
| Wall Panel Installation | \$ 9,000.00 |
| Punchout | \$ 1,450.00 |
| T & M Removal | \$ 1,215.64 |
| | |
| Subtotal | \$ 15,715.64 |
| Original Bid | \$3,715.64 |

\$ 12,000.00



October 16, 24

Gutknecht Construction 2280 Citygate Dr Columbus, OH 43219

PROJECT: FCWDC OU ENGINEERING LAB RENOVATION CHANGE ORDER #005 CORD DROPS

Ryco Electric is pleased to submit our change order for the above-mentioned project. This change order includes labor and material to complete the electrical scope as described below.

Scope:

- Provide and install (6) 110 volt cord drops for new lathes and mills in the fabrication lab..
- > Total Cost = \$3,879.00.

Please feel free to contact us at your convenience if you have any questions.

Respectfully Submitted, Wyatt Greene

Purchase Order

Carrí L. Brown, PhD, MBA, CGFM

Fairfield County Auditor 210 East Main Street Lancaster, Ohio 43130

Revisions: 002

Fiscal Year 2024

Page: 1 of 1

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

Purchase Order #

24003694 - 02

Delivery must be made within doors of specified destination.

Expiration Date: 06/15/2025

>ENDOR

В

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0

GUTKNECHT CONSTRUCTION COMPANY 2280 CITYGATE DRIVE COLUMBUS, OH 43219

COUNTY COMMISSIONERS

210 E MAIN ST 3RD FLOOR

LANCASTER, OH 43130

SHIP TO

MAINTENANCE DEPARTMENT 240 BALDWIN DRIVE LANCASTER, OH 43130

| VENDOR PHONE NUMBER | | VENDOR FAX NUMBER REQUISITION NUMBER | | DELIVERY REFERENCE | |
|---------------------|---------------|--------------------------------------|----------------------|---------------------|--|
| | | | 4003 | | |
| DATE ORDERED | VENDOR NUMBER | DATE REQUIRED | FREIGHT METHOD/TERMS | DEPARTMENT/LOCATION | |
| 03/20/2024 | 12318 | | | COMM-MAINTENANCE | |

PO Requisitioner Name: Staci Knisley

E mail Address: staci.knisley@fairfieldcountyohio.gov

| | tadrood: otaomenoloy otamioraccanty orno: gov | | | | | |
|-------|-------------------------------------------------------------------------------|--------------|-----|------|--------------|----------------|
| ITEM# | DESCRIPTION / PART # | | QTY | UOM | UNIT PRICE | EXTENDED PRICE |
| 1 | Workforce OU Engineer Lab Alterations GL Account: 12389723 - 570000 | \$806,966.19 | 1.0 | EACH | \$806,966.19 | \$806,966.19 |
| 2 | MODIFIED: Workforce OU Engineer Lab Alterations GL Account: 12343500 - 570000 | \$767,258.81 | 1.0 | EACH | \$767,258.81 | \$767,258.81 |
| | GL SUMMARY | | | | | |

12343500 - 570000 \$767,258.81 12389723 - 570000 \$806,966.19

| Invoice Date// | Invoice Amount \$ | To Be paid// | Warrant # |
|----------------|-------------------|--------------|-----------|
| | • | | |

COUNTY AUDITOR'S CERTIFICATE

It is hereby certified that the amount \$1,574,225.00 required to meet the contract, agreement, obligation, payment or expenditure, for the above, has been lawfully appropriated, authorized or directed for such purpose and is in the County Treasury or in process of collection to the credit of the submitted Fund(s) free from any obligation or certification now outstanding.

Date: 03/20/2024

Auditor Fairfield County, OH

Purchase Order Total

\$1,574,225.00

ROUTING FORM FOR CONTRACTS

| A. Goods and/or Services in excess of \$75,000.00—competitively selected via an Invitation to Bid, pursuant to R.C. 307.86-307.92 B. Goods and/or Services in excess of \$75,000.00—competitively selected via a Request for Proposals, pursuant to R.C. 307.862 C. Public Improvement contracts—competitively selected pursuant to R.C. 153.08-153.12 D. Architect/Engineer design services for public improvements—selected through the Request for Qualifications process pursuant to R.C. 153.65-153.72 E. County Road Improvement/Construction—competitively selected pursuant to R.C. 5555.61 F. The subject matter was exempt from competitive selection for the following reason(s): 1. Under \$75,000 2. State Term #: (copy of State Term Contract must be attached) 3. ODOT Term #: (see R.C. 5513.01) 4. Professional Services (See the list of exempted occupations/services under R.C. 307.86) 5. Emergency (Follow procedure under ORC 307.86(A)) 6. Sole Source (attach documentation as to why contract is sole source) 7. Other: (cite to authority or explain why matter is exempt from competitive bidding) G. Agreement not subject to Sections A-F (explain): | to R.C. 307.86-307.92 B. Goods and/or Services in excess of \$75,000.00—competitively selected via a Request for Proposals, pursuant to R.C. 307.862 C. Public Improvement contracts—competitively selected pursuant to R.C. 153.08-153.12 D. Architect/Engineer design services for public improvements—selected through the Request for Qualifications process pursuant to R.C. 153.65-153.72 E. County Road Improvement/Construction—competitively selected pursuant to R.C. 5555.61 F. The subject matter was exempt from competitive selection for the following reason(s): 1. Under \$75,000 2. State Term #: (copy of State Term Contract must be attached) 3. ODOT Term #: (See R.C. 5513.01) 4. Professional Services (See the list of exempted occupations/services under R.C. 307.86) 5. Emergency (Follow procedure under ORC 307.86(A)) 6. Sole Source (attach documentation as to why contract is sole source) 7. Other: (cite to authority or explain why matter is exempt from competitive bidding) G. Agreement not subject to Sections A-F (explain): H. Compliance with Fairfield County Board of Commissioners Procurement Guidelines 1. No County employee, employee's family member, or employee's business associate has an interest in this contract OR such interest has been disclosed and reviewed by the Prosecutor's Office Search" on http://ffr.ohioauditor.gov/) 3. Obtained 3 quotes for purchases under \$75,000 (as applicable) 4. Purchase Order is included with Agreement *Please note that this checklist only addresses County and statutory requirements. If a contract is paid for | complies with Co | designee of the County affirms that he/she has reviewed the attached contract to ensure that it bunty's needs and previous negotiations. The undersigned designee further affirms that the plied with the competitive selection process, as prescribed by Ohio Revised Code 9.17, and the has as outlined on this form, by selecting the applicable boxes below. |
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| pursuant to R.C. 307.862 C. Public Improvement contracts—competitively selected pursuant to R.C. 153.08-153.12 D. Architect/Engineer design services for public improvements—selected through the Request for Qualifications process pursuant to R.C. 153.65-153.72 E. County Road Improvement/Construction—competitively selected pursuant to R.C. 5555.61 F. The subject matter was exempt from competitive selection for the following reason(s): 1. Under \$75,000 2. State Term #: (opey 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 Search' on http://fit.ohioauditor.gov/) 3. Obtained 3 quotes for purchases under \$75,000 (as applicable) 4. Purchase Order is included with Agreement Signed this day of | pursuant to R.C. 307.862 C. Public Improvement contracts—competitively selected pursuant to R.C. 153.08-153.12 D. Architect/Engineer design services for public improvements—selected through the Request for Qualifications process pursuant to R.C. 153.65-153.72 E. County Road Improvement/Construction—competitively selected pursuant to R.C. 5555.61 F. The subject matter was exempt from competitive selection for the following reason(s): 1. Under \$75,000 2. State Term #: (copy of State Term Contract must be attached) 3. DODT 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 Search' on http://fif.ohioauditor.gov/ 3. Dotatined 3 quotes for purchases under \$75,000 (as applicable) 4. Purchase Order is included with Agreement Signed this day of 20 Purchase order that this checklist only addresses County and statutory requirements. If a contract is paid for | | • • • • • • • • • • • • • • • • • • • • |
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| Name and Title | * Please note that this checklist only addresses County and statutory requirements. If a contract is paid for | Aor Ka | di |
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| 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 vo | u have addressed County, statutory, and grant requirements.* |

Rev. 9-29-23 Eff. 10-3-23 to 12-31-24

Prosecutor's Approval Page

Resolution No.

A resolution for a Change Order #4 to the Contract with Gutknecht Construction and the Fairfield County Commissioners

(Fairfield County Facilities)

Approved as to form on 10/17/2024 2:57:35 PM by Steven Darnell,

Signature Page

Resolution No. 2024-10.22.p

A resolution for a Change Order #4 to the Contract with Gutknecht Construction 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 Personnel for September Activity paid to Fairfield County Health Departments as a memo expenditure for fund# 7521 Family Children First Council

WHEREAS, FCFC is responsible for paying the Health Department for their Personnel for September Activity costs; and

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

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

71700300- 434430 Reimbursement - \$3,959.81

This amount represents monies owed to the Health Department for FCFC's costs paid to the Health Department as denoted in the attached documentation.

Section 2: That the Fairfield County Board of Commissioners approves the following expenditure of other expenses and requests that the Fairfield County Auditor accomplish the transaction as if a regular County Auditor warrant reimbursing the Health Department for FCFC's Personnel for September Activity costs.

Memo expenditure as referenced in supporting documentation:

Vendor # 2340 Fairfield County Health Department

Account: 60819522-530000 Contractual Services

Amount: \$3,959.81

Prepared by: Morgan Fox, Fiscal Officer

cc: Jamie Ehorn, Fairfield County Health Department cc: Kelly Brown, Fairfield County Health Department



INVOICE

1550 Sheridan Drive, Suite 100 Lancaster, OH 43130 Phone 740.652.2810 DATE: INVOICE #

October 9, 2024 2024-030 SC

Bill To: Fairfield County Family and Children First Council

831 College Ave, Suite C Lancaster, Ohio 43130

| DESCRIPTION | AMOUNT |
|-----------------------------------------|------------|
| | |
| | |
| Total Personnel for September Activity | \$5,682.12 |
| Personnel/ Fringes Over Contract Amount | (1,722.31) |
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| REVISED AMOUNT TOTAL | \$3,959.81 |

Federal Tax ID: 06-1823673

Please make all checks payable to **Fairfield County Health Department**. If you have any questions concerning this invoice, call 740-652-2800.

Signature Page

Resolution No. 2024-10.22.q

A resolution to approve a memo exp./ memo receipt for the costs of Personnel for September Activity paid to Fairfield County Health Departments as a memo expenditure for fund# 7521 Family Children First Council

(Fairfield County Family and Children First Council)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution regarding a Purchase of Service Agreement between Eastland-Fairfield Career & Technical Schools and Job & Family Services, Workforce Development Services Division

WHEREAS, Fairfield County Job & Family Services (FCJFS), Workforce Development Services Division, is requesting the Board of County Commissioners approval of a purchase agreement with Eastland-Fairfield Career & Technical Schools, 4300 Amalgamated Place, Groveport, Ohio 43215, and

WHEREAS, the purpose of the purchase agreement is to provide a full-time lead and a part-time instructor from their Adult Workforce Development Department to provide GED Preparation and Basic Skills/Academic Enrichment to Workforce Innovation and Opportunity Act (WIOA) eligible participants, and

WHEREAS, this agreement shall be effective July 1, 2024 through June 30, 2025, 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 APPROVED 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 agreement with Eastland-Fairfield Career & Technical Schools and Fairfield County Job & Family Services.

Prepared by: Brandi Downhour

cc: JFS / Budget Manager

Purchase of Service Contract Fairfield County Job & Family Services and Eastland-Fairfield Career & Technical Schools

This contract is made and entered into this 1st day of July 2024, by and between Fairfield County Job and Family Services (FCJFS), Workforce Innovation and Opportunity Act (WIOA) Department and Eastland-Fairfield Career & Technical Schools (EFCTS), 4300 Amalgamated Place, Groveport, Ohio 43125.

- 1) Roles and Responsibilities: EFCTS will supply an instructor for 22 hours per week from their Adult Workforce Development Department to provide GED Preparation and Basic Skills/Academic Enrichment and administer and provide the Test of Adult Basic Education (TABE) to WIOA participants. The total number of staff hours for this program will be 22 (twenty-two) hours for 50 (fifty) weeks. EFCTS will incur the costs of 11 (eleven) hours per week for 50 (fifty) weeks and Fairfield County Job and Family Services will incur the costs for 11 (eleven) hours per week for 50 (fifty) weeks.
- 2) Purchase of Service(s): Subject to terms and conditions set forth in this contract, FCJFS agrees to purchase from, and provider agrees to furnish to FCJFS those specific services detailed in this contract with Eastland-Fairfield Career & Technical Schools.
- 3) Purpose of Contract: The purpose of this contract is to provide a part-time instructor from EFCTS Adult Workforce Development Department to be located at Fairfield County Job and Family Services, 239 W. Main St., Lancaster, Ohio 43130.
- 4) Contract Period: This contract shall be effective from July 1, 2024 through June 30, 2025.
- **5) Cost of Services to be Provided:** This contract shall not exceed the cost of \$17,500.00 (seventeen thousand five hundred dollars).
- **6) Verification of Teaching Credentials:** EFCTS will provide credentials, including education, training, relevant experience, competence in the required role, licensure or certifications for any instructor that is assigned to this contract.
- 7) State and FBI Criminal Background Check: EFCTS will be responsible for completing State and FBI criminal background check, including sex offender registries for instructors and other individuals who may have contact with FCJFS clients. FCJFS will be provided a copy of the results for each instructor assigned to this contract. Background checks will be valid for twelve (12) months prior to the effective date of this contract.

- 8) Invoicing: The provider shall submit monthly an accurate and complete invoice to FCJFS for services provided during the previous month. Invoices shall be submitted within 10 days from the close of the previous month. FCJFS will review all invoices for accuracy before making payment within thirty (30) days after receipt of an accurate and complete invoice.
- 9) Termination: This contract may be amended at any time by written instrument, agreed to, and signed by all parties. Either party FCJFS, or the provider, Eastland-Fairfield Career & Technical School, upon thirty (30) days written notice given by either party to the other may terminate this contract.
- 10) Violation or Breach of Contract Terms: The provider shall not be relieved of liability to FCJFS for damages sustained by FCJFS by virtue of any breach of the contract by the provider. FCJFS reserves the right to legal, administrative, and contractual remedies for damages sustained by FCJFS by virtue of any breach of the contract by the provider. FCJFS may withhold any compensation from the provider until the amount of damages due FCJFS from the provider is agreed upon or otherwise terminated.
- 11) Conflict of Interest: Provider agrees that it will not permit funds to be paid or committed to be paid to any corporation, firm, association, or business in which any of the members of the governing body of the agency, executive personnel, or their immediate families have any direct or indirect financial interest, or in which any of these persons serve as an officer or employee: unless the services or goods involved are provided at a competitive cost and under terms favorable to the provider. The provider shall make written disclosure of any and all financial transactions of the provider in which a member of the board or his/her immediate family is involved. Provider agrees to the requirements of rule as applicable in the Ohio Administrative Code.
- **12) Confidentiality:** The provider agrees to comply with all federal and state laws applicable to FCJFS and/or customers of FCJFS concerning confidentiality of FCJFS customers. Provider agrees that the use or disclosure of information concerning FCJFS customers for any purpose is prohibited. A copy of the current FCJFS confidentiality policy will be provided to EFCTS.
- **13) Evaluation and Monitoring:** FCJFS, with cooperation of the provider will complete periodic monitoring and review activities as deemed necessary by FCJFS to ensure compliance with the terms of the contract. The continuation of the contract shall be contingent upon the achievement of the objectives contained in the contract.
- 14) Retention of Records: Eastland-Fairfield Career & Technical Schools shall retain and make available for audit by Fairfield County Job and Family Services, the State of Ohio (including, but not limited to, Ohio Department of Job and Family Services, the Auditor of the State of Ohio, Inspector General, or duly appointed law enforcement officials), and agencies of the United States government all records relating to the service provided under this agreement and supporting documentation for invoices submitted to Fairfield County Job and Family Services by

Eastland-Fairfield Career & Technical Schools for so long as any of the above entities have the right to audit the books and records of FCJFS which, in all events should be no less than a minimum of three (3) years after payment under this agreement. If an audit begins during this period, Eastland-Fairfield Career & Technical Schools shall retain such records until the conclusion of the audit and resolution of all related issues.

- **15) Equal Employment Opportunity:** The provider shall comply with Executive Order 11246, "Equal Employment Opportunity" as amended by Executive Order 11375 and supplemented by Department of Labor Regulations.
- 16) Child Support Enforcement: Provider agrees to cooperate with the FCJFS and any Child Support Enforcement Agency (CSEA) in ensuring employees of the provider and/or subcontractor(s) met child support obligations established under state law. Further, by executing this contract, provider certifies present and future compliance with any court order for the withholding of support, which is issued pursuant to all sections of 3121 of the Ohio Revised Code.
- 17) Pro-Children Act of 1994: If any Deliverables call for services to minors, contractor agrees to comply with the Pro-Children Act of 1994, Public Law 103-277, Part C Environment Tobacco Smoke that requires smoking be banned in any portion of any indoor facility owned, leased, or contracted by an entity will routinely or regularly use the facility for the provision of health care services, day care, library services, or education to children under the age of 18;
- 18) Drug-Free Workplace: Any contractor, its officers, employees, members, any subcontractors and/or any independent contractors (including field staff) associated with a contract agree to comply with all applicable state and federal laws, including, but not limited to, 41 USC Chapter 10, regarding a drug free workplace. All contractors will make a good faith effort to ensure that none of the contractor's officers, employees, members or subgrantees will purchase, transfer, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way while working or while on public property.
- **19) Work Programs:** Any contractor agrees not to discriminate against individuals who have or are participating in any work program administered by any County Department of Job and family Services under ORC Chapter 5101 or 5107.
- **20) Civil Rights:** The provider agrees that there shall be no discrimination against any customer or any employee because of race, color, sex, religion, disability, national origin, or any other factor as specified in Title VI of the Civil Rights Act of 1964, Rehabilitation Act of 1973 and subsequent amendments. It is further agreed that the vendor will comply with all appropriate federal and state laws regarding such discrimination.
- **21) Compliance Requirements:** The provider shall perform its obligations under this contract in conformity with all applicable local, state and federal rules, laws and regulations. They include but are not limited to the following, when applicable:

- a) Clean Air Act: requiring compliance with applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act 42 USC 1857(h) Section 508 of the Clean Water Act 33 USC 1368, Executive Order 11738, and Environmental Protection Agency regulations 40 CFR Part 15.
- b) Debarment and Suspension: requiring compliance with Executive Orders 12549 and 12689.
- c) Anti-Kickback Act: requiring compliance with the Copeland Anti-Kickback Act 18 USC 874 as supplemented in Department of Labor regulations 29 CFR Part 3.
- d) Contract Work Hours and Safety Standard Act: requiring compliance with the Contract Work Hours and Safety Standards Act 40 USC 327-330 as supplemented by Department of Labor regulations 29 CFR Part 5.
- e) Davis-Bacon Act: requiring compliance with Davis-Bacon Act, 40 USC 276 and 327 to 330 as supplemented by Department of Labor regulations at 29 CFR Part 5.
- f) Energy Policy and Conservation Act: requiring compliance with the Energy Policy and Conservation Act (PL94-165).
- g) Byrd Anti-Lobbying Amendment Compliance that no federal funds paid to any contractor by ODJFS through a contract or any other agreement have been or will be used to lobby Congress or any other federal agency in connection with a particular contract, grant, cooperative agreement or loan, and further affirms compliance with all federal lobbying restrictions, including 31 USC 1352. Any contract that exceeds One Hundred Thousand and 11/100 Dollars (\$100,000.00), any contractor will affirm that it has executed and files a Disclosure of Lobbying Activities standard form, LLL, if required by federal regulations, and is in compliance with 45 CFR 2543.87 the Byrd anti-lobbying amendment. Contractors will certify compliance with the Ohio executive agency lobbying restrictions contained on ORC 121.60 to 121.69.
- h) Rights to Inventions If applicable, if any products or services in any contract meet the definition of "funding agreement" under 37 CFR 401.2(a), and any contractor enters into a subcontract or subgrant with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that funding agreement, the contractor must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements", and any applicable federal and state regulations.
- **22) Indemnity:** The provider will indemnify and hold harmless Fairfield County Job and Family Services against any loss, penalties, damage, settlements, costs, professional fees, and/or related expense incurred through the provision of services under this contract.
- 23) State Auditor's Finding for Recovery: ORC Section 9.24 prohibits FCJFS from awarding a contract to any entity against whom the Auditor of State has issued a finding for recovery, if the finding for recovery is "unresolved" at the time of award. By signing this contract, the vendor warrants that it not now, and will not become subject to an "unresolved" finding for recovery under O.R.C. 9.24 prior to the award of this contract without notifying FCJFS of such finding. FCJFS will review the Auditor of State website prior to completion of awarding this contract.

| FCJFS will not award a contract to any vendor whose name, or the name of any subcontractors proposed by the vendor, appears on the website of the Auditor of State of Ohio as having an "unresolved" finding for recovery. | | | | |
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SIGNATURE PAGE

| Corey B. Clark, Director | Date |
|-------------------------------------------------------------------|---------------------------------|
| Fairfield County Job and Family Services | |
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| Jodi Smith, Operations Manager | Date |
| Fairfield County Job and Family Services | Date |
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| Dawn Lemley, Treasurer | Date |
| Eastland-Fairfield Career & Technical Schools | |
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| Assistant Prosecuting Attorney | Date |
| APPROVED AS TO FORM | |
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| Approved by Resolution by the Fairfield Coun | ty Administrator |
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| JFS Mission Statement- To protect children and elderly, encourage | e family stability, and promote |
| self-reliance for a stronger community. | |
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9/12/24, 12:31 PM BoardDocs® Pro

EASTLAND-FAIRFIELD CAREER & TECHNICAL SCHOOLS

Agenda Item Details

Meeting Sep 11, 2024 - Regular Meeting of the Eastland-Fairfield Career & Technical Schools

Board of Education

Category 6. SUPERINTENDENT'S RECOMMENDED ACTION

Subject 6.4 Approval of Purchase of Service Contract with Fairfield County JFS 103C-24

Access Public

Type Action

Recommended

Action

Motion to approve a purchase of service contract with Fairfield County Job and Family Services to provide GED Preparative Basic Skills/Academic Enrichment on site at Fairfield County Job and Family Services July 1, 2024 through June 30, 2025. This

contract amount shall not exceed \$17,500.

Dr. Eric Bowles will serve as program coordinator.

This contract shall be effective only when the appropriate signatures have been

affixed and a copy of the contract is on file in the Treasurer's office.

Public Content



2024-09-11 POS Ff Co JFS GED Prep_WIOA 24-25.pdf (218 KB)

Administrative Content

Executive Content

Motion & Voting

Motion to approve a purchase of service contract with Fairfield County Job and Family Services to provide GED Preparative Basic Skills/Academic Enrichment on site at Fairfield County Job and Family Services July 1, 2024 through June 30, 2025. This contract amount shall not exceed \$17,500.

Dr. Eric Bowles will serve as program coordinator.

This contract shall be effective only when the appropriate signatures have been affixed and a copy of the contract is on file in the Treasurer's office.

Motion by Dion Manley, second by Barry Alcock.

Final Resolution: Motion Carried

Yea: Joyce Galbraith, Bill McGowan, Mary Pierce, Leo J Knoblauch, Amanda Young, Anne Darling Cyphert,

Dion Manley, Barry Alcock, Jean Parker



A Contract regarding Eastland Fairfield Contract between Job and Family Services and

Approved on 10/3/2024 10:26:16 AM by Jodi Smith, Operations Manager

Jodi Smith Operations Manager

Approved on 10/3/2024 4:35:06 PM by Corey Clark, Director of Fairfield County Job & Family Services

Corey Clark, Director

Fairfield County Job & Family Services

Keith Faber Ohio Auditor

Certified Search for Unresolved Findings for Recovery



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

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

Auditor of State - Unresolved Findings for Recovery Certified Search

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

Contractor's Information:

Name: ,

Organization: **Eastland-Fairfield CTS**Date: **10/17/2024 2:03:10 PM**

This search produced the following list of **3** possible matches:

| Name/Organization | Address |
|----------------------------------------|-------------------------|
| Bright Ideas Management and Consulting | 801 S. Copper Key Court |
| Gleason, David | 2700 Hemphill Dr. |
| Ralston (deceased), Susan | 21421 Sprouse Road |

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

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

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

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

Cost Analysis

The annual cost of the contract is not expected to exceed \$20,000.

Sole-Source Documentation

According to the Ohio Department of Higher Education, there are no Ohio Technical Centers located in Fairfield County. The closest public Technical Center to Fairfield County is the Eastland-Fairfield Career Center located in Franklin County. Fairfield County Job and Family Services can best serve clients by partnering with the closest public career center to Fairfield County. It is most cost-effective for Fairfield County Job and Family Services to renew the existing contract with the Eastland-Fairfield Career Center.

¹ Ohio Department of Higher Education, https://www.ohiohighered.org/otc/locations.

ROUTING FORM FOR CONTRACTS

| complies with County's needs and previous negotiations. The undersigned designee further affirms that the County has complied with the competitive selection process, as prescribed by the Ohio Revised Code, by selecting one of the boxes below. |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A. Goods and/or Services in excess of \$50,000.00—competitively selected via an Invitation to Bid, pursuant to R.C. 307.86-307.92 |
| B. Goods and/or Services in excess of \$50,000.00—competitively selected via a Request for Proposals, pursuant to R.C. 307.862 |
| C. Public Improvement contracts—competitively selected pursuant to R.C. 153.08-153.12 |
| D. Architect/Engineer design services for public improvements—selected through the Request for Qualifications process pursuant to R.C. 153.65-153.72 |
| E. County Road Improvement/Construction—competitively selected pursuant to R.C. 5555.61 |
| F. The subject matter was exempt from competitive selection for the following reason(s): |
| Under \$50,000 State Term #: (copy of State Term Contract must be attached) ODOT Term #: (See R.C. 5513.01) Professional Services (See 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 \$50,000 Purchase Order is included with Agreement |
| Signed this day of, 20 |
| Name and Title Brandi Sownhour Budget Manager |
| |
| * Please note that this checklist only addresses County and statutory requirements. If a contract is paid for with state and/or federal funds, please consult with the appropriate state and/or federal agency to ensure your department is complying with any additional requirements. By submitting a request for approval, you are certifying you have addressed County, statutory, and grant requirements.* |

Rev. 3-11-2021

Purchase Order

Carrí L. Brown, PhD, MBA, CGFM

Fairfield County Auditor 210 East Main Street Lancaster, Ohio 43130

Revisions: 001

Fiscal Year 2024

Page: 1 of 1

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

Purchase Order #

24001256 - 01

Delivery must be made within doors of specified destination.

Expiration Date: 12/15/2024

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EASTLAND FAIRFIELD CAREER & TECH SCHOOLS 4300 AMALGAMATED PLACE GROVEPORT, OH 43125-0419

JOB & FAMILY SERVICES

239 W MAIN STREET

Phone: 740-652-7889

LANCASTER, OH 43130

SHIP TO

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

| VENDOR PHONE NUMBER | | NDOR FAX NUMBER | REQUISITION NUMBER | DELIVERY REFERENCE | |
|---------------------|---------------|-----------------|----------------------|-----------------------|--|
| | | | 1188 | | |
| DATE ORDERED | VENDOR NUMBER | DATE REQUIRED | FREIGHT METHOD/TERMS | DEPARTMENT/LOCATION | |
| 01/01/2024 | 7570 | 01/01/2024 | | JOB & FAMILY SERVICES | |
| NOTES | | | | | |

WIOA GED

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: WIOA GED | 1.0 | EACH | \$18,770.00 | \$18,770.00 |

COUNTY AUDITOR'S CERTIFICATE

It is hereby certified that the amount \$18,770.00 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.

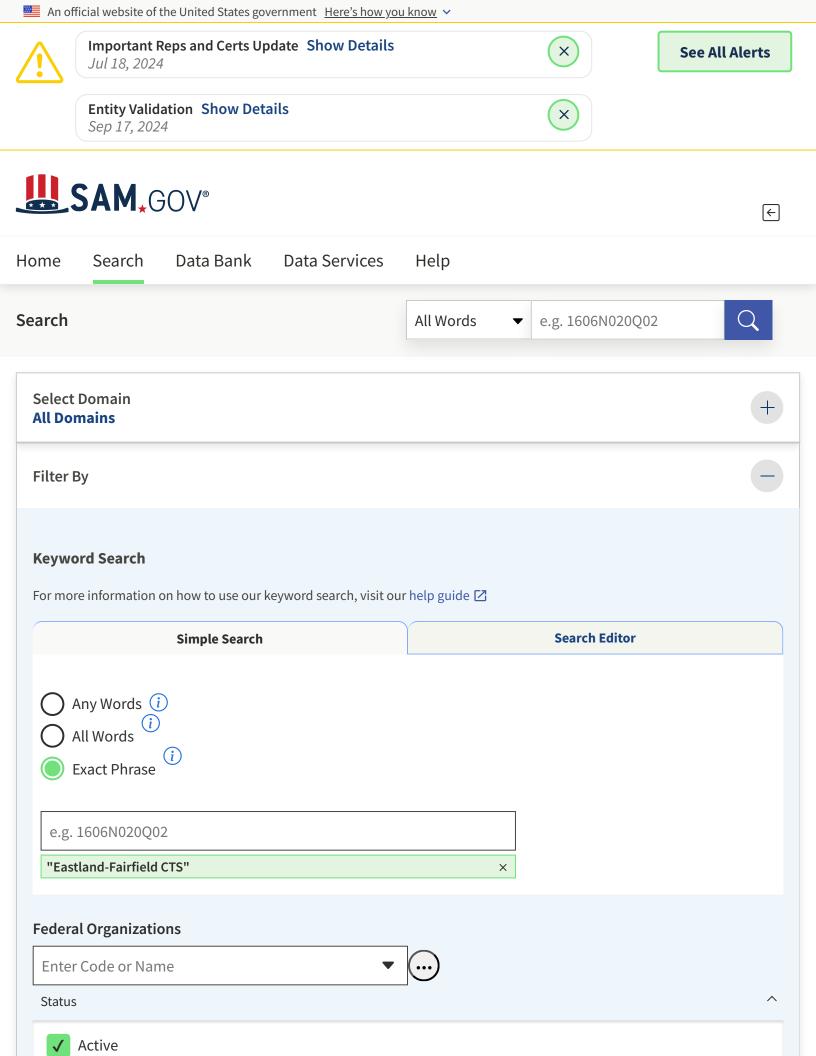
Date: 01/01/2024

Caw J. Brown

Auditor Fairfield County, OH

| Total Ext. Price | \$18,770.00 |
|------------------|-------------|
| Total Sales Tax | \$0.00 |
| Total Freight | \$0.00 |
| Total Discount | \$0.00 |
| Total Credit | \$0.00 |

Purchase Order Total \$18,770.00











No matches found

Your search did not return any results.

To view Entity Registrations, you must sign in.

Sign In

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

Yes

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Prosecutor's Approval Page

Resolution No.

A resolution regarding a Purchase of Service Agreement between Eastland-Fairfield Career & Technical Schools and Job & Family Services, Workforce Development Services Division

(Fairfield County Job and Family Services)

Approved as to form on 10/18/2024 9:41:13 AM by Steven Darnell,

Resolution No. 2024-10.22.r

A resolution regarding a Purchase of Service Agreement between Eastland-Fairfield Career & Technical Schools and Job & Family Services, Workforce Development Services Division

(Fairfield County Job and Family Services)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

A resolution to request for appropriations for Fairfield County Job & Family Services; Public Assistance Fund # 2018.

WHEREAS, receipt lines and expenditure lines need updated for expected calendar year activity, and

WHEREAS, monies will be used for operating the Public Assistance fund,

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

Section 1. Request that the Fairfield County Auditor Appropriate from Unappropriated funds in the amount of \$4,932.00:

\$4,932.00; 12201807, Material Supplies

Prepared by: Morgan Fox, Fiscal Officer

CC:

Appropriate from Unappropriated For Auditor's Office Use Only:

Section 1.

\$4,932.00

12201807; 561040; Promotional Supplies \$4,932.00

Section 2. Issue an Amended Certificate in the amount \$4,932.00 to credit of Fund 2018.

Section 3. Request that the Fairfield County Auditor, on behalf of the Budget Commission, update receipt line:

12201807 436400 Contributions & Donations in the amount of \$4,932.00

Prepared by: Morgan Fox, Fiscal Officer

Resolution No. 2024-10.22.s

A resolution to request for appropriations for Fairfield County Job & Family Services; Public Assistance Fund # 2018.

(Fairfield County Job and Family Services)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Fairfield County JFS; Fund # 2018, Public Assistance Fund

WHEREAS, additional appropriations are needed in the major expenditure object category for 2018, Public Assistance Fund; and

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

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

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

\$2,000.00; 12201811, Contractual Services

Prepared by: Morgan Fox, Fiscal Officer

cc:

Appropriate from Unappropriated For Auditor's Office Use Only:

\$2,000.00

12201811; 550450; Training-Employee

Resolution No. 2024-10.22.t

A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Fairfield County JFS; Fund # 2018, Public Assistance Fund

(Fairfield County Job and Family Services)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Fairfield County JFS; Fund # 2018, Public Assistance Fund

WHEREAS, additional appropriations are needed in the major expenditure object category for 2018, Public Assistance Fund; and

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

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

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

\$131,485.00; 12201807, Contractual Services

\$212,620.00; 12201812, Contractual Services

Prepared by: Morgan Fox, Fiscal Officer

cc:

Appropriate from Unappropriated For Auditor's Office Use Only:

\$344,105.00

12201807; 530000; Contractual Services; \$131,485.00

12201812; 530000; Contractual Services; \$212,620.00

Resolution No. 2024-10.22.u

A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Fairfield County JFS; Fund # 2018, Public Assistance Fund

(Fairfield County Job and Family Services)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Fairfield County JFS; Fund # 2015, Child Support Enforcement Agency

WHEREAS, additional appropriations are needed in the major expenditure object category for 2015, Child Support Enforcement Agency; and

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

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

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

\$9,000.00; 12201507, Contractual Services

Prepared by: Morgan Fox, Fiscal Officer

cc:

Appropriate from Unappropriated For Auditor's Office Use Only:

\$9,000.00

12201507; 550430; Membership

Resolution No. 2024-10.22.v

A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Fairfield County JFS; Fund # 2015, Child Support Enforcement Agency

(Fairfield County Job and Family Services)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

A Resolution Approving an Account-to-Account Transfer into a Major Expenditure Object Category – Fund # 2018, Public Assistance

WHEREAS, appropriations are needed to cover expenses for 2024; 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 transfer of appropriations in the amount of \$800.00 is hereby authorized as follows:

From: 12201811, Materials & Supplies \$800.00

To: 12201811, Contractual Services \$800.00

Prepared by: Morgan Fox, Fiscal Officer

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

Total Transfer of Appropriations \$800.00

From: 12201811, 560000, Materials & Supplies; \$800.00 To: 12201811, 550450, Training-Employee; \$800.00

Resolution No. 2024-10.22.w

A Resolution Approving an Account-to-Account Transfer into a Major Expenditure Object Category – Fund # 2018, Public Assistance

(Fairfield County Job and Family Services)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

WHEREAS, FCJFS is responsible for paying the Health Department for their Birth Certificate costs; and

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

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

71700300- 434410 Reimbursement - \$96.00

This amount represents monies owed to the Health Department for FCJFS's costs paid to the Health Department as denoted in the attached documentation.

Section 2: That the Fairfield County Board of Commissioners approves the following expenditure of other expenses and requests that the Fairfield County Auditor accomplish the transaction as if a regular County Auditor warrant reimbursing the Health Department for FCJFS's Birth Certificate costs

Memo expenditure as referenced in supporting documentation:

Vendor # 7482 Fairfield County Health Department

Account: 12207207-533000 Other Professional Services

Amount: \$96.00

Prepared by: Morgan Fox, Fiscal Officer

cc: Jamie Ehorn, Fairfield County Health Department

Resolution No. 2024-10.22.x

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

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

WHEREAS, FCJFS is responsible for paying the Health Department for their Birth Certificate costs; and

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

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

71700300- 434410 Reimbursement - \$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 of other expenses and requests that the Fairfield County Auditor accomplish the transaction as if a regular County Auditor warrant reimbursing the Health Department for FCJFS's Birth Certificate costs

Memo expenditure as referenced in supporting documentation:

Vendor # 7482 Fairfield County Health Department

Account: 12207207-533000 Other Professional Services

Amount: \$32.00

Prepared by: Morgan Fox, Fiscal Officer

cc: Jamie Ehorn, Fairfield County Health Department

Resolution No. 2024-10.22.y

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

A resolution authorizing the approval of a data use agreement by and between Fairfield County Job & Family Services, Protective Services Department and Kaye Implementation and Evaluation ("KI&E").

WHEREAS, Fairfield County Job & Family Services, Child Protective Services is requesting the Board of Commissioners approval of a data use agreement with Kaye Implementation and Evaluation, 3623 N Proctor St, Tacoma WA 98407 and

WHEREAS, the purpose of the data use agreement is to specify the terms under which FCJFS-PS will provide KI&E with access to one or more limited data sets for use in the following titled evaluation/research project: PACT Implementation and Evaluation ("PACT Evaluation") and to clarify the permissible access and use of this data; and

WHEREAS, this agreement shall be effective October 2, 2024 through October 1, 2027; and

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

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

Section 1. That the Fairfield County Board of Commissioners hereby approves the attached data use agreement with Kaye Implementation & Evaluation.

Prepared by: Brandi Downhour

cc: JFS / Budget Manager



DATA USE AGREEMENT

This Data Use Agreement ("DUA"), effective as of October 2, 2024 ("Effective Date"), is entered into between Kaye Implementation and Evaluation ("KI&E") and <u>Fairfield County Job and Family Services-Protective Services</u>) ("FCJFS-PS"). The purpose of this DUA is to specify the terms under which FCJFS-PS will provide KI&E with access to one or more limited data sets for use in the following titled evaluation/research project: <u>PACT Implementation and Evaluation</u> ("PACT Evaluation") and to clarify the permissible access and use of this data.

Data Preparation

FCJFS-PS agrees to prepare and furnish to KI&E one or more limited data sets containing the minimum data fields necessary to answer the evaluation questions and/or perform activities agreed upon between the Parties. FCJFS-PS will provide data files that are as de-identified as possible while still allowing for the linking of data when needed. KI&E will work with FCJFS-PS to identify Protected Health Information (PHI) and Personally Identifiable Information (PII) that can be redacted from the data prior to its transfer. When necessary, KI&E will further de-identify data after its transfer and receipt.

Data elements that may be included based on KI&E's role in selecting a sample, recruiting families, and linking surveys to identifying information may include the following: Person ID for parents and children, case ID for parents and children, name of parent and children, contact information, date of birth of parent and children, race and ethnicity of parent and children, identified needs, date of intake, date of intake determination, allegation, date of case opening, case service type, and legal status of child.

Data Use, Confidentiality, and Disclosure

FCJFS-PS will maintain ownership of the data covered by this DUA, and KI&E agrees to use the data solely for activities agreed upon within the scope of its contractual Agreement with FCJFS-PS for the PACT Evaluation and as described herein. KI&E may use data provided by FCJFS-PS to reach out to families to collect additional survey or interview data for the purpose of the PACT Evaluation. KI&E will comply with any expectations and conditions for dissemination in its Agreement with FCJFS-PS, and KI&E will not share data elements that could be used either alone or in combination to identify individuals when presenting findings.

KI&E agrees only to disclose data as permitted by this DUA or when required by law. Any release or disclosure of data to other parties to enable their contribution to the PACT Evaluation must first be approved by FCJFS-PS. FCJFS-PS-specific results from

¹ KI&E will partner with FCJFS-PS to comply with HIPAA Privacy Rule and Privacy Act standards, when applicable.



the PACT Evaluation will not be published nor distributed in any manner by KI&E without prior approval from FCJFS-PS.

In general, KI&E seeks to support improved services for children and their families by disseminating information and research through channels including but not limited to briefs, papers, articles, and conference presentations. At its discretion, KI&E will share and disseminate information and findings about evaluation projects that have already been made public.

From time to time, KI&E may also share unpublished information about methods and findings in ways that protect the confidentiality of funders and of the organizations and individuals represented in the data. KI&E will not publish, distribute, or present previously undisclosed (non-public) data or findings from the PACT Evaluation without seeking prior approval from FCJFS-PS. If KI&E has been granted permission to share non-public data or findings confidentially, KI&E agrees only to do so while withholding identifiable project information such as the name of the project, agency, and funder.

KI&E will require any of its subcontractors or consultants that receive or have access to the data to adhere to the same restrictions and conditions on the use and disclosure of the data that apply to KI&E under this DUA.

Data Protection and Security

KI&E agrees to ensure the confidentiality of the data that it stores. To protect data it receives from FCJFS-PS, KI&E agrees to use due diligence to ensure the systems and services involved in storing, using, or transmitting the data are secure and to protect the data from unauthorized disclosure, modification, use, or destruction.

Unless otherwise specified herein, data provided by FCJFS-PS to KI&E will be directly uploaded by FCJFS-PS to KI&E's Box account. Box is a FedRAMP-certified, secure, cloud-based file management platform. More information about Box's security profile and practices will be made available upon request.

Folders within Box are private and have assigned owners. KI&E will create a folder for the PACT Evaluation data that is only accessible to administrators and authorized analysts who have a signed confidentiality agreement and have gone through training regarding security and privacy requirements for the use and storage of data. No other KI&E employees or outside parties will have access unless authorized and approved by FCJFS-PS.

Data at rest. Box encrypts every file and meets the U.S. Department of Commerce National Institute of Standards and Technology compliance requirements for Cloud File Sharing and Storage in terms of encryption and security controls.



Data in motion. When securely logged into Box, data files are encrypted with 256-bit SSL encryption on file transfer. As a Box Enterprise Account holder, KI&E's file uploads use multiple Content Delivery Networks (CDNs) to speed the process of file uploads from dispersed locations. The upload opens an encrypted SSL tunnel to the local point of presence for the CDN. The CDN likewise sends the data encrypted to the Box data center. The same general path is reversed on downloads.

Data in use. When accessing and using the data covered by this DUA, KI&E employees will only use company-issued laptops that are outfitted with antivirus, malware detection, and firewall software and monitored by KI&E's IT security vendor. KI&E employees with access to data files will have local hard drives that are encrypted using BitLocker to protect all data in use and temporarily stored on the users' machines. Box automatically logs all file and user activities and maintains a complete audit trail within the account. Audit logs are date/time stamped, and tracked by username, email address, IP address, and action taken.

Data Disposal

Within six months of the end date of the final consecutive Agreement between KI&E and the FCJFS-PS for the PACT Evaluation or at the request of FCJFS-PS, KI&E will promptly return data files to FCJFS. After KI&E returns data files to FCJFS, KI&E agrees to destroy any duplicate data files it may still have. When KI&E destroys files, data is moved from its applicable secure folder to the "Trash" in Box. Files in the trash can currently be recovered by KI&E for 30 days before being deleted. Box retains the ability to retrieve deleted data for a limited time. KI&E may reduce the recoverable time in Box's trash to as few as 7 days. Data files will also be removed from KI&E analysts' applicable hard drives as well as its secure cloud storage unless KI&E has been granted permission to retain the data for a time-limited period and for purposes that have been specified and approved by FCJFS-PS in writing.

Data Breaches

IT security incidents and issues are reported by KI&E employees to Avaunt for immediate assessment. Confirmed or suspected breaches of security (whether physical or via network intrusion, virus, etc.) are reported to the Director of Operations by the discovering employee and Avaunt. Any incident concerning the security and/or privacy of FCJFS-PS's data will be immediately escalated and reported by KI&E to FCJFS-PS within forty-eight (48) hours.

KI&E, Avaunt, and Box, if applicable, will work together to report the details of the disclosure/intrusion to FCJFS-PS and to describe the steps that are being/will be taken to mitigate risk and prevent further disclosure/intrusion. KI&E agrees to cooperate fully with



FCJFS-PS, representatives of other government regulatory agencies, and law enforcement, as applicable.

Term and Termination

Term. The terms of this DUA shall begin on the Effective Date and terminate three (3) years from the end date of the Agreement between KI&E and the FCJFS-PS for the PACT Evaluation. If, for any reason, KI&E would like an extension for storage and use of data in this DUA beyond this point, a written request should be made to FCJFS-PS.

Breach of DUA. If FCJFS-PS discovers a breach of the DUA by KI&E, FCJFS-PS will notify KI&E within ten (10) business days and a thirty-day (30) period will commence during which FCJFS-PS and KI&E will have the opportunity to reach mutual agreement of terms to rectify the breach and continue the DUA. Failure to reach mutually agreeable terms for cure of the breach within thirty (30) days shall be grounds for FCJFS-PS to immediately terminate the DUA.

Termination. FCJFS-PS may terminate this DUA at any time by providing thirty (30) days prior written notice to KI&E. KI&E may terminate this DUA at any time by notifying the FCJFS-PS and returning or destroying the covered data files.



Acknowledgment of Terms

| Both FCJFS-PS, through its authorized representative, and KI&E, through its authorized representative, acknowledge and commit to this DUA as of October 1, 2024. | | | | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|--|--|--|
| Corey Clark | Date | | | |
| Director, FCJFS | | | | |
| | | | | |
| Sarah Fortner | | | | |
| Deputy Director of Protective Services | Date | | | |
| | | | | |
| darah Kaye | 10/14/2024 | | | |
| Sarah Kaye | Date | | | |
| Executive Director of Kaye Implementation & Evaluation | | | | |
| | | | | |
| | | | | |
| Fairfield County Assistant Prosecuting Attorney | Date | | | |
| Electronically approved as to form | | | | |



A Contract regarding KIE Data Use between Job and Family Services and

Approved on 10/14/2024 4:42:55 PM by Sarah Fortner, Deputy Director

Sarah Fortner Deputy Director

Approved on 10/14/2024 4:48:10 PM by Corey Clark, Director of Fairfield County Job & Family Services

Corey Clark, Director

Fairfield County Job & Family Services

Keith Faber Ohio Auditor

Certified Search for Unresolved Findings for Recovery



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

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

Auditor of State - Unresolved Findings for Recovery Certified Search

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

Contractor's Information:

Name: ,

Organization: Kaye Implementation & Evaluation

Date: 10/17/2024 1:51:27 PM

This search produced the following list of 2 possible matches:

| Name/Organization | Address |
|-------------------|----------------------------|
| Hutkay, Charlie | P.O. Box 51 |
| McKay, Darla | 3479 Village Drive, Apt. H |

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

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

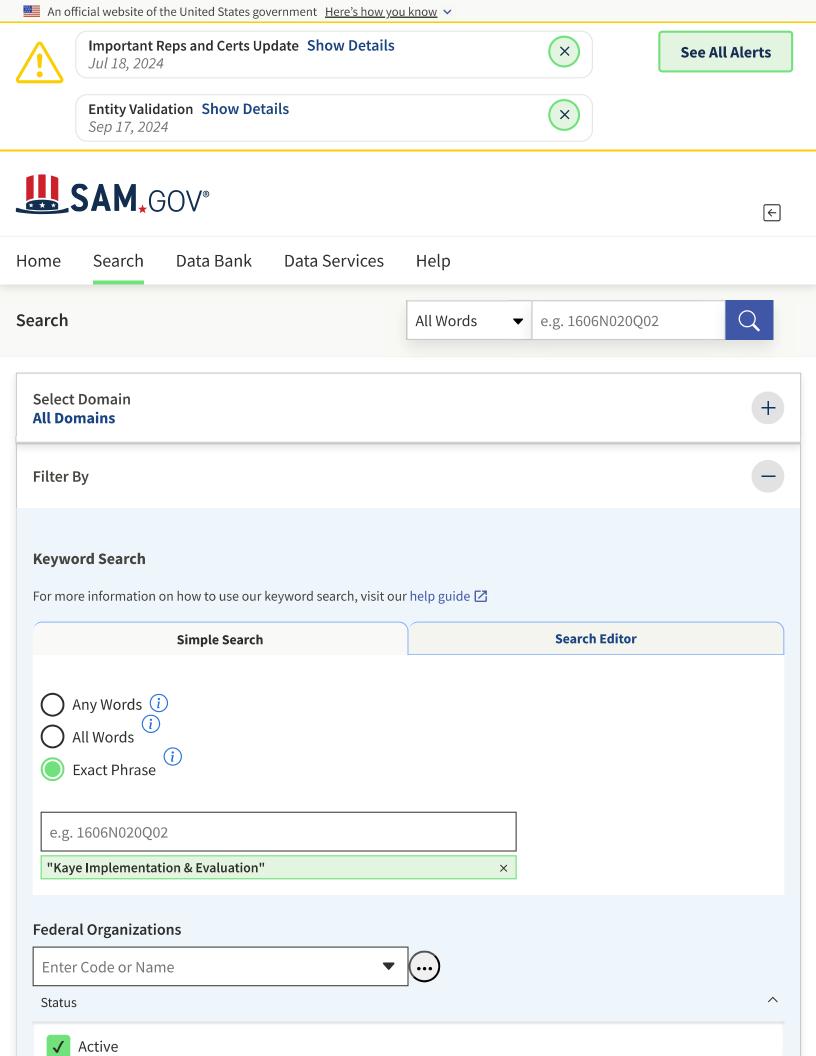
If the person you are searching for does not appear on this list, an initialed copy of this page can serve as documentation of your compliance with ORC 9.24(E).

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

ROUTING FORM FOR CONTRACTS

| The undersigned designee of the County affirms that he/she has reviewed the attached contract to ensure that it complies with County's needs and previous negotiations. The undersigned designee further affirms that the County has complied with the competitive selection process, as prescribed by Ohio Revised Code 9.17, and the applicable sections as outlined on this form, by selecting the applicable boxes below. |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A. Goods and/or Services in excess of \$75,000.00—competitively selected via an Invitation to Bid, pursuant to R.C. 307.86-307.92 |
| B. Goods and/or Services in excess of \$75,000.00—competitively selected via a Request for Proposals, pursuant to R.C. 307.862 |
| C. Public Improvement contracts—competitively selected pursuant to R.C. 153.08-153.12 |
| D. Architect/Engineer design services for public improvements—selected through the Request for Qualifications process pursuant to R.C. 153.65-153.72 |
| E. County Road Improvement/Construction—competitively selected pursuant to R.C. 5555.61 |
| F. The subject matter was exempt from competitive selection for the following reason(s): |
| Under \$75,000 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 \$75,000 (as applicable) Purchase Order is included with Agreement |
| Signed this day of 20 |
| Brandi Downhour, Budget Manager Name and Title |
| * Please note that this checklist only addresses County and statutory requirements. If a contract is paid for with state and/or federal funds, please consult with the appropriate state and/or federal agency to ensure your department is complying with any additional requirements. By submitting a request for approval, you are certifying you have addressed County, statutory, and grant requirements.* |

Rev. 9-29-23 Eff. 10-3-23 to 12-31-24











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Prosecutor's Approval Page

Resolution No.

A resolution authorizing the approval of a data use agreement by and between Fairfield County Job & Family Services, Protective Services Department and Kaye Implementation and Evaluation ("KI &E").

(Fairfield County Job and Family Services)

Approved as to form on 10/18/2024 8:55:08 AM by Steven Darnell,

Signature Page

Resolution No. 2024-10.22.z

A resolution authorizing the approval of a data use agreement by and between Fairfield County Job & Family Services, Protective Services Department and Kaye Implementation and Evaluation ("KI&E").

(Fairfield County Job and Family Services)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution to approve additional appropriations by appropriating from unappropriated into a major expense object category – Fund #2036 Department of Youth Services (reclaim) Fund

WHEREAS, the Fairfield County Juvenile Court has collected unanticipated revenue from the Department of Youth Services for FY25 in Fund #2036; and

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

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

Section 1. Request that the Fairfield County Commissioners Appropriate from Unappropriated into the following categories:

\$257,610.00

17203600 Contractual Services

Prepared by: Alisha Hoffman Fairfield County Juvenile Court

Additional Appropriations For Auditor's Office Use Only:

For Auditor's Office Use Only: Section 1.

17203600-530000-EVB25 \$257,610.00

Section 2. Issue an Amended Certificate in the amount \$257,610.00 to the credit of fund #2036.

Section 3. Request that the Fairfield County Auditor, on behalf of the Budget Commission, update the following receipt lines:

17203600-433450 \$257,610.00

Signature Page

Resolution No. 2024-10.22.aa

A resolution to approve additional appropriations by appropriating from unappropriated into a major expense object category – Fund #2036 Department of Youth Services (reclaim) Fund

(Fairfield County Juvenile/Probate Court)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution to approve additional appropriations by appropriating from unappropriated into a major expense object category – Fund #2036 Department of Youth Services (reclaim) Fund

WHEREAS, the Fairfield County Juvenile Court has collected unanticipated revenue from the Department of Youth Services for FY25 in Fund #2036; and

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

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

Section 1. Request that the Fairfield County Commissioners Appropriate from Unappropriated into the following categories:

\$28,500.00 17203600 Personal Services \$9,000.00 17203600 Fringe Benefits

Prepared by: Alisha Hoffman Fairfield County Juvenile Court

Additional Appropriations For Auditor's Office Use Only:

For Auditor's Office Use Only: Section 1.

17203600-511010-RJJ25\$28,500.0017203600-521000-RJJ25\$4,500.0017203600-521100-RJJ25\$8.5517203600-522000-RJJ25\$413.2517203600-523000-RJJ25\$3,990.0017203600-526000-RJJ25\$88.20

Section 2. Issue an Amended Certificate in the amount \$37,500.00 to the credit of fund #2036.

Section 3. Request that the Fairfield County Auditor, on behalf of the Budget Commission, update the following receipt lines:

17203600-433450 \$37,500.00

Signature Page

Resolution No. 2024-10.22.bb

A resolution to approve additional appropriations by appropriating from unappropriated into a major expense object category – Fund #2036 Department of Youth Services (reclaim) Fund

(Fairfield County Juvenile/Probate Court)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution to approve proposals submitted for providing Financial Transaction Devices and Services Fairfield County Treasurer

WHEREAS, resolution 2015-03.03.g. designated the County Treasurer as the Administrative Agent to solicit proposals for the provision of Financial Transaction Devices and Services for use by any county department or agency; and

WHEREAS, pursuant to the requirements of Ohio Revised Code 301.28 the County Treasurer did solicit proposals through a Request for Proposal (RFP) process with a deadline for submittal being September 20, 2024; and

WHEREAS, in response to the RFP 4 proposals for furnishing Financial Transaction Devices and Services were received; and

WHEREAS, the 4 proposals were reviewed by the County Treasurer as the designated Administrative Agent for the County Board of Commissioners; and

WHEREAS, the proposals received from the HS Pay/HS GovTech USA and JP Morgan Chase were deemed by the Treasurer to have met the minimum requirements regarding system integration and costs; and

WHEREAS, the recommendation of the County Treasurer that the proposals submitted by HS Pay/HS GovTech USA and JP Morgan Chase be accepted for consideration of further contract negotiation; and

WHEREAS, vendors HS Pay/HS GovTech USA and JP Morgan Chase are being added to the vendors that were previously selected and approved by resolution 2022-06.28.o.

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

Section 1. That the Board of Commissioners resolves to and does hereby approve the recommendation of the Treasurer and accepts as meeting the minimum requirements set forth in the RFP the Proposals submitted by HS Pay/HS GovTech USA and JP Morgan Chase to provide Financial Transaction Devices and Services.

A resolution to approve proposals submitted for providing Financial Transaction Devices and Services Fairfield County Treasurer

Section 2. This Board authorizes the County Treasurer to act as the administrative agent to negotiate contracts with HS Pay/HS GovTech USA and JP Morgan Chase to provided Financial Transaction Devices and Services on behalf of the County.

Section 3. Any county department or agency will have the option to choose either HS Pay/HS GovTech USA or JP Morgan Chase, in addition to the current vendor list as the provider of departmental Financial Transaction Devices and Services.

Prepared by: Jennifer Effinger, Fairfield County Treasurer's Office cc: Fairfield County Treasurer

2024 Financial Transaction Device Proposal Review

A total of 4 proposals were received prior to the September 20, 2024 deadline in response to the recent Financial Transaction Device Request for Proposals. Each proposal was reviewed based on 6 basic criteria:

- 1. Cost to the County.
- Additional potential fees such as Chargeback (when the payor requests a cancellation
 of payment after processing) and NSF (Non-Sufficient Funds in the payors account to
 cover the payment).
- 3. Payment Card Industry (PCI) Security Compliance and Availability of the SSAE 16 Certification.
- 4. References Provided.
- 5. Compatibility with the Tyler Operating System, State of Ohio Title Portal, Fidlar Tech, HS GovTech products, including but not limited to, MyHealth Department Citizens Portal.
- 6. Applicable Service Fees.

Summary of the submitted proposals:

1. HS Pay/HS GovTech USA – received 9/19/2024 @ 2:47 pm

- a. Cost to the County Point of Service terminals costing \$379.99 apiece.
- b. Additional potential fees None noted in proposal.
- c. PCI Compliance Tier 1 PCI Compliant, company notes it "is annually audited for SOC II Type 2 audits and we are in compliance with all security standards and protocols."
- d. References Provided Cuyahoga County and Marion County noted.
- e. System Integrations Noted as fully integrated with Tyler Technologies and HSCloud Suite, My HD (Citizens Portal). Noted they also provide services in connection with Fidlar Technologies.
- f. Applicable Service Fees (to be paid by card user):
 - i. Credit Card (all types): 3.25%
 - ii. ACH (electronic check) and debit: \$5 flat fee for any amount
 - Includes real time account and balance verification, including for electronic check.
- g. Other Convenience fee evaluated annually for additional volume discounting.

2. Park National Bank/Elavon - received 9/20/2024 @ 11:45am

- a. Cost to the County -1st Point of Service pinpad free, additional pinpads available at \$275.00 apiece.
- b. Additional potential fees \$20 chargeback per occurrence. Additional fees waived.
- c. PCI Compliance Elavon processes their payments through Xpress-Pay, which is noted as a secure payment portal with no card data residing on the County website. The only other reference to PCI compliance is a waiver of the PCI Monthly fees.
- d. References Provided None referenced.
- e. System Integrations Nothing referenced.
- f. Applicable Service Fees (to be paid by card user):
 - i. Visa/Mastercard/Discover Service Fee: 2.35%
 - ii. ACH (online check processing): \$2.25 fee to customer
- g. Other
 - i. Proposal references "Emerging security solutions that secures cardholder data at every point in the transaction".
 - ii. Also mentions funds will be directly deposited at Park National next day.

3. J.P.Morgan - received 9/20/24 @ 3:20pm

- a. Cost to the County None referenced.
- b. Additional potential fees \$9.95 Chargeback fee.
- c. PCI Compliance Not referenced. Proposal references the payment option as a web-based digital solution. Also mentions "Digital Bill Payment" is accessed via a web browser, with an option to add card reader devices for the secure capture of card numbers.
- d. References Provided
 - i. City of Lorain Utilities, Carmen Ditto Superintendent 440-204-2225.
 - ii. Fran Perry, Franklin County Treasurer, New York 518-481-1513.
- e. System Integrations Process accessed via a web browser or POS terminal. Integration with Tyler, MyHealth Department Citizens and Avid Land Records Management Software are all potentially supported.
- f. Applicable Service Fees (to be paid by card user):
 - i. Treasurer, Auditor, Airport, Dog Shelter, Engineering, JFS, Health Department, Juvenile & Probate
 - Credit, Debit and Digital Wallet -2.35% with a minimum \$1.00 fee
 - 2. ACH/E-check \$0.75

ii. Utilities

- 1. Credit, Debit and Digital Wallet \$2.95
- 2. ACH/E-check \$0.75
- 3. Also references a 2.95% transaction fee for "non-qualified transactions".
- g. Other Includes digital wallet payment option, also supports Interactive Voice Payment option.

4. Paylt - received 9/20/24 @ 10:00am

- a. Cost to the County \$500 per POS terminal
- b. Additional potential fees None referenced.
- c. PCI Compliance PCI-DSS Compliant Level 1 Service Provider, with an annual SSAE-18 SOC 2 Type 2 audit
- d. References Provided
 - i. Ohio Division of Wildlife, Andrew Burt 614-265-6330
 - ii. Buncombe County NC, Jennifer Pike 828-250-4961
 - iii. Cabarrus County NC, David Thrift 704-920-2821
- e. System Integrations Paylt provides a dedicated Technical Integration Manager. They have worked with and can integrate with Tyler, HS GovTech/MyHealth Department Citizens Portal and Fidlar.
- f. Applicable Service Fees (to be paid by card user): No information provided, will be available upon request/further discussion.
- g. Other Supports online payments, Phone Payments using Interactive Voice Response, and POS system.

Conclusion/Recommendation

Based upon the information provided, along with the required needs of the Health Department which necessitated the Request for Proposals, it is the recommendation of the County Treasurer that the Board of Commissioners approve by resolution both HS Pay/HS GovTech USA and JP Morgan Chase as additional optional vendors for the provision of Financial Transaction Devices by the various Departments of Fairfield County government. For clarification, these two additional vendors will be added to the current list of available Financial Transaction Device vendors.

A resolution to authorize acceptance of payments by financial transaction devices for county expenses

WHEREAS, During the County Leadership Conference held in October of 2014, county leaders, including elected officials and department heads, expressed interest in accepting payments by financial transaction devices and further developed an informal group to review elements of an invitation to bid or request for proposal for acceptance of payments by financial transaction devices, and

WHEREAS, Ohio Revised Code 301.28 outlines the steps to take to authorize the acceptance of payments by financial transaction devices for county expenses, and

WHEREAS, the Board of Commissioners may adopt a resolution authorizing the acceptance of payments by financial transaction devices, and

WHEREAS, the County Auditor, in accordance with Ohio Revised Code 955.013, has advised by letter that the registration of dogs and kennels may be included in the Board of Commissioners established procedures,

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

- 1. That the Board of County Commissioners authorizes the acceptance of payments by financial transaction devices for all county receipts for expenses that are charged in all county departments.
- To list the county expenses that may be paid for through the use of a financial transaction devise: The Board of Commissioners lists by default all county expenses, including but not limited to court fees, dog and kennel registrations, tax payments, and all charges for services.
- 3. The Board authorizes the use of electronic checks, credit cards, debit cards, or charge cards as financial transaction devices for electronic payment of funds for all departments.

A resolution to authorize acceptance of payments by financial transaction devices for county expenses

- 4. A surcharge not to exceed 5% is authorized as a surcharge or convenience fee for persons using a financial transaction device. The departmental elected official or department head accepting the payments will ensure that the surcharge does not exceed 5%.
- 5. Uniform application of surcharges or convenience fees among different types of county expenses is not required.
- 6. For payments that are returned or dishonored for any reason, persons shall be charged and pay a penalty not to exceed \$50.00.
- 7. The County Treasurer is designated as an administrative agent to solicit proposals.

cc: County Treasurer Jim Bahnsen

301.28 Resolution authorizing acceptance of payments by financial transaction devices for county expenses.

- (A) As used in this section:
- (1) "Financial transaction device" includes a credit card, debit card, charge card, or prepaid or stored value card, or automated clearinghouse network credit, debit, or e-check entry that includes, but is not limited to, accounts receivable and internet-initiated, point of purchase, and telephone-initiated applications or any other device or method for making an electronic payment or transfer of funds.
- (2) "County expenses" includes fees, costs, taxes, assessments, fines, penalties, payments, or any other expense a person owes or otherwise pays to a county office under the authority of a county official, other than dog registration and kennel fees required to be paid under Chapter 955. of the Revised Code. "County expenses" includes payment to a county office of money confiscated during the commitment of an individual to a county jail, of bail, of money for a prisoner's inmate account, and of money for goods and services obtained by or for the use of an Individual incarcerated by a county sheriff.
- (3) "County official" includes the county auditor, county treasurer, county engineer, county recorder, county prosecuting attorney, county sheriff, county coroner, county park district and board of county commissioners, the clerk of the probate court, the clerk of the juvenile court, the clerks of court for all divisions of the courts of common pleas, and the clerk of the court of common pleas, the clerk of a county-operated municipal court, and the clerk of a county court.

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STEP 1: Commissioners' Resolution and Content of Resolution

- (B) <u>Notwithstanding any other section of the Revised Code</u> and except as provided in division (D) of this section, <u>a board of county commissioners may adopt a resolution authorizing the acceptance of payments by financial transaction devices for county expenses. The resolution shall include the following:</u>
- (1) A specification of those county officials who, and of the county offices under those county officials that, are authorized to accept payments by financial transaction devices;
- 31 (2) A list of county expenses that may be paid for through the use of a financial 32 transaction device;
 - (3) Specific identification of financial transaction devices that the board authorizes as acceptable means of payment for county expenses. Uniform acceptance of financial transaction devices among different types of county expenses is not required.
 - (4) The amount, if any, authorized as a surcharge or convenience fee under division (E) of this section for persons using a financial transaction device. Uniform application of surcharges or convenience fees among different types of county expenses is not required.

- 1 (5) A specific provision as provided in division (G) of this section requiring the payment of a penalty if a payment made by means of a financial transaction device is returned or dishonored for any reason.
- The board's resolution shall also designate the county treasurer as an administrative agent to solicit proposals...

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STEP 2: Request for Proposals and Notice

8 (C) The county shall follow the procedures provided in this division whenever it plans to contract 9 with financial institutions, issuers of financial transaction devices, or processors of financial 10 transaction devices for the purposes of this section. The administrative agent shall request proposals from at least three financial institutions, issuers of financial 11 transaction devices, or processors of financial transaction devices, as appropriate in accordance 12 13 with the resolution adopted under division (B) of this section. Prior to sending any financial institution, issuer, or processor a copy of any such 14 request, the county shall advertise its intent to request proposals 15 in a newspaper of general circulation in the county once a week 16 for two consecutive weeks or as provided in section 7.16 of the 17 Revised Code. The notice shall state that the county intends to request proposals; specify 18 19 the purpose of the request; indicate the date, which shall be at least ten days after the second 20 publication, on which the request for proposals will be mailed to financial institutions, issuers, or 21 processors; and require that any financial institution, issuer, or processor, whichever is 22 appropriate, interested in receiving the request for proposals submit written notice of this 23 interest to the county not later than noon of the day on which the request for proposals will be 24 malled.

STEP 3: Review and Recommendation

Upon receiving the proposals, the administrative agent shall review them and make a recommendation to the board of county commissioners on which proposals to accept. The board of county commissioners shall consider the agent's recommendation and review all proposals submitted, and then may choose to contract with any or all of the entities submitting proposals, as appropriate. The board shall provide any financial institution, Issuer, or processor that submitted a proposal, but with which the board does not enter into a contract, notice that its proposal is rejected. The notice shall state the reasons for the rejection, indicate whose proposals were accepted, and provide a copy of the terms and conditions of the successful bids.

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STEP 4: Notice to County Officials

(D) A board of county commissioners adopting a resolution under this section shall send a copy of the resolution to each county official in the county who is authorized by the resolution to accept payments by financial transaction devices. After receiving the resolution and before

accepting payments by financial transaction devices, a county official shall provide written notification to the board of county commissioners of the official's intent to implement the resolution within the official's office. Each county office subject to the board's resolution adopted under division (B) of this section may use only the financial institutions, issuers of financial transaction devices, and processors of financial transaction devices with which the board of county commissioners contracts, and each such office is subject to the terms of those contracts.

STEP 5: Option to Refuse Electronic Payment

If a county office under the authority of a county official is directly responsible for collecting one or more county expenses and the county official determines not to accept payments by financial transaction devices for one or more of those expenses, the office shall not be required to accept payments by financial transaction devices, notwithstanding the adoption of a resolution by the board of county commissioners under this section.

STEP 6: Prior Use of Electronic Payment and Notice

Any office of a clerk of the court of common pleas that accepts financial transaction devices on or before July 1, 1999, and any other county office that accepted such devices before January 1, 1998, may continue to accept such devices without being subject to any resolution passed by the board of county commissioners under division (B) of this section, or any other oversight by the board of the office's financial transaction devices program. Any such office may use surcharges or convenience fees in any manner the county official in charge of the office determines to be appropriate, and, if the county treasurer consents, may appoint the county treasurer to be the office's administrative agent for purposes of accepting financial transaction devices. In order not to be subject to the resolution of the board of county commissioners adopted under division (B) of this section, a county office shall notify the board in writing within thirty days after March 30, 1999, that it accepted financial transaction devices prior to January 1, 1998, or, in the case of the office of a clerk of the court of common pleas, the clerk has accepted or will accept such devices on or before July 1, 1999. Each such notification shall explain how processing costs associated with financial transaction devices are being paid and shall indicate whether surcharge or convenience fees are being passed on to consumers.

(E) A board of county commissioners may establish a surcharge or convenience fee that may be imposed upon a person making payment by a financial transaction device. The surcharge or convenience fee shall not be imposed unless authorized or otherwise permitted by the rules prescribed by an agreement governing the use and acceptance of the financial transaction device.

STEP 7: Notice of Surcharge and **Content of Notice**

| 3 | If a surcharge or convenience fee is imposed, every county office |
|----------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 4 | accepting payment by a financial transaction device, regardless of |
| 5 | whether that office is subject to a resolution adopted by a board |
| 6 | of county commissioners, shall clearly post a notice in that office |
| 7 | and shall notify each person making a payment by such a device |
| 8 | about the surcharge or fee. Notice to each person making a |
| 9 | payment shall be provided regardless of the medium used to |
| 10 | make the payment and in a manner appropriate to that medium. |
| 11 | Each notice shall include all of the following: |
| 12 13 | (1) A statement that there is a surcharge or convenience fee for using a financial transaction device; |
| 14 15 16 | (2) The total amount of the charge or fee expressed in dollars and cents for each transaction, or the rate of the charge or fee expressed as a percentage of the total amount of the transaction, whichever is applicable; |
| 17 | (3) A clear statement that the surcharge or convenience fee is nonrefundable. |
| 18 19 20 | (F) If a person elects to make a payment to the county by a financial transaction device and a surcharge or convenience fee is imposed, the payment of the surcharge or fee shall be considered voluntary and the surcharge or fee is not refundable. |
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955.013 Registration of dogs and kennels via internet.

- (A) As used in this section, "financial transaction device" has the same meaning as in section 301.28 of the Revised Code. as opposed to "the commissioners" as set tothe in 301.28
- (B) A county auditor may establish procedures and take actions that are necessary to allow for either or both of the following:
- (1) The registration of dogs and kennels under this chapter via the internet;
- (2) The payment of dog and kennel registration fees under this chapter by financial transaction devices, including payment by financial transaction devices via the Internet.

Cite as R.C. § 955.013

History. Effective Date: 04-09-2001; 11-05-2004

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955.14 Increasing dog and kennel registration fees.

- (A) Notwithstanding section 955.01 of the Revised Code, a board of county commissioners by resolution may increase dog and kennel registration fees in the county. The amount of the fees shall not exceed an amount that the board, in its discretion, estimates is needed to pay all expenses for the administration of this chapter and to pay claims allowed for animals injured or destroyed by dogs. Such a resolution shall be adopted not earlier than the first day of February and not later than the thirty-first day of August of any year and shall specify the registration period or periods to which the increased fees apply. An increase in fees adopted under this division shall be in the ratio of two dollars for each year of registration for a dog registration fee, twenty dollars for a permanent dog registration fee, and ten dollars for a kennel registration fee.
- (B) Not later than the fifteenth day of October of each year, the board of county commissioners shall determine if there is sufficient money in the dog and kennel fund, after paying the expenses of administration incurred or estimated to be incurred for the remainder of the year, to pay the claims allowed for animals injured or destroyed by dogs. If the board determines there is not sufficient money in the dog and kennel fund to pay the claims allowed, the board shall provide by resolution that all claims remaining unpaid shall be paid from the general fund of the county. All money paid out of the general fund for those purposes may be replaced by the board from the dog and kennel fund at any time during the following year notwithstanding section 5705.14 of the Revised Code.
- (C) Notwithstanding section 955.20 of the Revised Code, if dog and kennel registration fees in any county are increased above two dollars for each year of registration and twenty dollars for a permanent registration for a dog registration fee and ten dollars for a kennel registration fee under authority of division (A) of this section, then on or before the first day of March following each year in which the increased fees are in effect, the county auditor shall draw on the dog and kennel fund a warrant payable to the college of veterinary medicine of the Ohio state university in an amount equal to ten cents for each one-year dog registration, thirty cents for each three-year dog registration, one dollar for each permanent dog registration, and ten cents for each kennel registration fee received during the preceding year. The money received by the college of veterinary medicine of the Ohio state university under this division shall be applied for research and study of the diseases of dogs, particularly those transmittable to humans, and for research of other diseases of dogs that by their nature will provide results applicable to the prevention and treatment of both human and canine illness.
- (D) The Ohio state university college of veterinary medicine shall be responsible to report annually to the general assembly the progress of the research and study authorized and funded by division (C) of this section. The report shall briefly describe the research projects undertaken and assess the value of each. The report shall account for funds received pursuant to division (C) of this section and for the funds expended attributable to each research project and for other necessary expenses in conjunction with the research authorized by division (C) of this section. The report shall be filed with the general assembly by the first day of May of each year.
- (E) The county auditor may authorize agents to receive applications for registration of dogs and kennels and to issue certificates of registration and tags. If authorized agents are employed in a county, each applicant for a dog or kennel registration shall pay to the agent an administrative fee of seventy-five cents in addition to the registration fee. The administrative fee shall be the compensation of the agent. The county auditor shall establish rules for reporting and accounting by the agents. No

administrative or similar fee shall be charged in any county except as authorized by this division or division (F) of this section.

- (F) For any county that accepts the payment of dog and kennel registration fees by financial transaction devices in accordance with section 955.013 of the Revised Code, in addition to those registration fees, the county auditor shall collect for each registration paid by a financial transaction device one of the following:
- (1) An administrative fee of seventy-five cents or another amount necessary to cover actual costs designated by the county auditor;
- (2) If the board of county commissioners adopts a surcharge or convenience fee for making payments by a financial transaction device under division (E) of section 301.28 of the Revised Code, that surcharge or convenience fee;
- (3) If the county auditor contracts with a third party to provide services to enable registration via the internet as provided in section 955.013 of the Revised Code, a surcharge or convenience fee as agreed to between that third party and the county for those internet registration services. Any additional expenses incurred by the county auditor that result from a contract with a third party as provided in this section and section 955.013 of the Revised Code and that are not covered by a surcharge or convenience fee shall be paid out of the allowance provided to the county auditor under section 955.20 of the Revised Code.
- (G) The county auditor shall post conspicuously the amount of the administrative fee, surcharge, or convenience fee that is permissible under this section on the web page where the auditor accepts payments for registrations made under division (B)(1) of section 955.013 of the Revised Code. If any person chooses to pay by financial transaction device, the administrative fee, surcharge, or convenience fee shall be considered voluntary and is not refundable.
- (H) As used in this section, "animal" has the same meaning as in section 955.51 of the Revised Code.

Cite as R.C. § 955.14

History. Amended by 130th General Assembly File No. 25, HB 59, §101.01, eff. 12/1/2013.

Effective Date: 04-09-2001; 2008 HB281 08-22-2008

7- an agreed upon around hotwee. Aditor of 18 Lexis Nexi!

Signature Page

Resolution No. 2015-03.03.g

A resolution to authorize acceptance of payments by financial transaction devices for county expenses

(Fairfield County Commissioners)

Upon the motion of Commissioner David L. Levacy, seconded by Commissioner Mike Kiger, this resolution has been Adopted:

Voting:

David L. Levacy, President Aye Steven A. Davis, Vice President Aye Mike Kiger 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.

Staci Knisley

Board of County Commissioners

Fairfield County, Ohio

Stan a. Krisley

A resolution to approve proposals submitted for providing Financial Transaction Devices and Services Fairfield County Treasurer

WHEREAS, the resolution 2015-03.03.g. designated the County Treasurer as the Administrative Agent to solicit proposals for the provision of Financial Transaction Devices and Services for use by any county department or agency; and

WHEREAS, pursuant to the requirements of Ohio Revised Code 301.28 the County Treasurer did solicit proposals through a Request for Proposal (RFP) process with a deadline for submittal being May 20, 2022; and

WHEREAS, in response to the RFP 8 proposals for furnishing Financial Transaction Devices and Services were received; and

WHEREAS, the 8 proposals were reviewed by the County Treasurer as the designated Administrative Agent for the County Board of Commissioners; and

WHEREAS, the proposals received from the LexisNexis VitalChek Network, Inc.; Tyler Technologies, Inc.; Point & Pay and InvoiceCloud were deemed by the Treasurer to have met the minimum requirements regarding system integration and costs; and

WHEREAS, the recommendation of the County Treasurer that the proposals submitted by LexisNexis VitalChek Network, Inc.; Tyler Technologies, Inc.; Point & Pay and InvoiceCloud be accepted for consideration of further contract negotiation.

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

Section 1. That the Board of Commissioners resolves to, and does hereby approve the recommendation of the Treasurer and accepts as meeting the minimum requirements set forth in the RFP the Proposals submitted by LexisNexis VitalChek Network, Inc.; Tyler Technologies, Inc.; Point & Pay; and InvoiceCloud to provide Financial Transaction Devices and Services.

A resolution to approve proposals submitted for providing Financial Transaction Devices and Services Fairfield County Treasurer

Section 2. This Board authorizes the County Treasurer to act as the administrative agent to negotiate contracts with LexisNexis VitalChek Network, Inc.; Tyler Technologies, Inc.; Point & Pay; and InvoiceCloud to provided Financial Transaction Devices and Services on behalf of the County.

Section 3. Any county department or agency will have the option to choose either LexisNexis VitalChek Network, Inc.; Tyler Technologies, Inc.; Point & Pay; or InvoiceCloud as the provider of departmental Financial Transaction Devices and Services.

Prepared by: Michael Kaper, Fairfield County Treasurer's Office

cc: Fairfield County Treasurer

2022 Financial Transaction Device Proposal Review

A total of 8 proposals were received prior to the May 20, 2022 deadline in response to the recent Financial Transaction Device Request for Proposals. Each proposal was reviewed based on 6 basic criteria:

- 1. Cost to the County.
- 2. Additional potential fees such as Chargeback (when the payor requests a cancellation of payment after processing) and NSF (Non-Sufficient Funds in the payors account to cover the payment).
- 3. Payment Card Industry (PCI) Security Compliance and Availability of the SSAE 16 Certification.
- 4. References Provided.
- 5. Compatibility with the Tyler Operating System, State of Ohio Title Portal, Fidlar Tech, CourtView3 and Muni-Link utilities billing software.
- 6. Applicable Service Fees.

Based on the review, 4 proposals met the minimum requirements regarding cost to the County to implement, compatibility with specific software programs and applicable service fees to the paying customer. The Treasurer, Clerk of Courts, Probate/Juvenile Court and Utilities Department recommend the approval by the Commissioner's Office of the following vendors as potentially providing a service that meets the minimum requirements under the Request for Proposals: 1. Tyler; 2. Lexis Nexis; 3. Point & Pay and 4. Invoice Cloud. Respective departments/agencies would then have the option to choose which of the approved vendors.

Summary of the submitted proposals:

1. Park National Bank/Elavon – received 5/16/2022

- a. Cost to the County Point of Service terminals costing \$250 \$260 apiece.
- b. Additional potential fees Chargeback/NSF charges \$15 per occurrence.
- c. PCI Compliance Yes, 3.1 Level 1
- d. References Provided none.
- e. System Integrations Noted experience working with Tyler and a stated ability to integrate to most portals/software.
- f. Applicable Service Fees (to be paid by card user):

- i. Paycentric for Treasurer & Utilities: Remote Access via web/phone/text/kiosk/counter:
 - 1. Credit/Debit Card 2.75% (American Express cards 3%)
 - 2. E-check/ACH no pricing provided.
- ii. Converge for Juvenile & Probate Courts with no additional info

2. Value Payment Systems - received 5/20/2022 @ 11:30am

- a. Cost to the County none, with service fee model.
- b. Additional potential fees none mentioned.
- c. PCI Compliance Yes. DSS Level 1.
- d. References Provided none.
- e. System Integrations VPS and Sturgis state they have the ability to integrate with Tyler iasWorld, Odyssey and Munis. FivePoint courts product integrated with Courtview/Equivant.
- f. Applicable Service Fees (to be paid by card user):
 - i. Court Products (Five Point)
 - 1. Payments (web and counter)
 - a. Credit and debit cards 4%
 - b. E-check \$1.95
 - ii. Tax Products
 - 1. Tax Payments (web and counter)
 - a. Credit and debit cards 2.39% with a \$2.00 minimum.
 - b. E-check \$1.00.
 - 2. Tax Payments (call center)
 - a. Credit and debit cards 2.39% plus a \$4.95 per transaction
 - b. E-check \$1.00.
 - iii. Other Departments
 - 1. Payments (web and counter)
 - a. Credit and debit cards 2.95% with a \$2.95 minimum.
 - b. E-check \$1.95.
 - 2. Payments (call center upon request)
- g. Other Offers address changes, e-billing and cash payments at popular retail locations, VanillaDirect by InComm.

3. The Savings Bank/FiNet/Paya/PayaGov – received 5/20/22 @ 8:30am

- a. Cost to the County none mentioned.
- b. Additional potential fees No chargeback or NSF fee.
- c. PCI Compliance Yes, and NACHA and SSAE 16.

- d. References Provided
 - i. Jim Stubbs, Treasurer Miami County Ohio 937-440-6045.
 - ii. David Patterson, Assessments of the Southwest, Inc. 281-482-0216.
 - iii. Jelley Jurecek, Tax Tech Inc. 281-499-1223.
- e. System Integrations Proposal states they will be able to integrate with iasWorld, including real-time integration with Tyler Odyssey.
- f. Applicable Service Fees (to be paid by card user):
 - i. Credit and Debit Card 2.35% with \$.95 minimum
 - ii. E-check \$0.75
- g. Other 5 step, 90-day implementation process. No hardware mentioned, appears to be all web-based.

4. 5/3 Bank/Worldpay from FIS - received 5/20/22 @ 10:30am

- a. Cost to the County variable dependent on contract term.
- b. Additional potential fees none (chargeback or NSF) mentioned.
- c. PCI Compliance Will provide after signing an agreement.
- d. References Provided None.
- e. System Integrations Stated ability to integrate with Tyler Tech and CourtView.
- f. Applicable Service Fees (to be paid by card user):
 - i. Credit and Debit Card and E-check— variable dependent on contract term (mentions 3-year term) and Interchange rate changes.

5. Invoice Cloud - received 5/20/22 @ 11:30am

- a. Cost to the County No cost to County to implement.
- b. Additional potential fees Chargeback/NSF \$15 per occurrence.
- c. PCI Compliance Yes, CISP and NACHA.
- d. References Provided None, case study examples.
- e. System Integrations Tyler and Munis integrations are referenced in the proposal as selling points.
- f. Applicable Service Fees (to be paid by card user):
 - i. Credit and Debit Cards 2.95% with minimum \$2.95.
 - ii. E-check/ACH \$1.50.
 - iii. IVR (over the phone) an additional \$.95.
- g. Other
 - i. Paperless Billing Option @ \$.40/paperless bill/cycle.
 - ii. Unbanked Customer Option Cash at retail uses CheckFree Pay through Fiserv; PayPal, Venmo.

6. Point & Pay - received 5/19/22 @ 10:30am

- a. Cost to the County None, will provide up to \$5000 worth of new point of service devices at no cost.
- b. Additional potential fees No charges for reversals, returns, NSF or chargeback.
- c. PCI Compliance Yes, SSAE 18 SOC 1 Type II and PCI DSS level I compliant.
- d. References Provided:
 - i. Jim Stubbs, Treasurer Miami County Ohio 937-440-6045.
 - ii. Brad Cromes, Treasurer Portage County Ohio 330-297-3586.
 - iii. Michael Lonneman, Chief Deputy Treasurer, Hamilton County Ohio. Phone: 513-946-4792.
 - iv. Lorraine Fende, Treasurer Lake County Ohio 440-350-2480.
 - v. David Wolters, Treasurer Mercer County Ohio 419-586-2259.
 - vi. Jill Engel, Treasurer Wood County Ohio 419-354-9130.
- e. System Integrations Stated ability to integrate with Munis and iasWorld.
- f. Applicable Service Fees (to be paid by card user)
 - i. Treasurer's Office:
 - 1. Credit Cards 2.35% with minimum \$2.00
 - 2. Debit Cards (with PIN) 1% with minimum \$1.50
 - 3. E-check/ACH \$1.00 with no minimum
 - ii. Utilities Office:
 - 1. Credit and Debit Cards 2.5% with minimum \$2.00
 - 2. E-check/ACH \$1.00 with no minimum
 - iii. Juvenile & Probate & Clerk's Office Tiered structure:
 - 1. \$50 payment \$2.00 fee.
 - 2. \$100 payment \$3.50 fee.
 - 3. \$200 payment \$5.25 fee.
 - 4. Every \$100 thereafter an additional \$3.00.
- g. Other Mobile Bill Pay Option. Also offer a paperless billing option.

7. Tyler – received 5/19/22

- a. Cost to the County \$81,827 for year 1 with annual recurring charges of \$31,301 thereafter.
- b. Additional potential fees \$15 chargeback and a \$5 e-check NSF fee.
- c. PCI Compliance Yes, SSAE 16, PCI-DSS, SOC 1 type II, SOC 2 type II
- d. References Provided:
 - i. Ms. Dawn Levandusky, Finance Operations Manager, City of Monroe Ohio. Phone: 513-539-7374 ext. 1026.

- ii. Deputy Doug Richardson, Fresno County (Cal.) Sheriff's Office Civil Unit. Phone: 559-600-8185.
- iii. Kevin Bartenfield, Director of Purchasing, Hamilton County (TN) Schools. Phone: 423-498-7173 ext. 20159.
- e. System Integration Real time, full integration with all other Tyler products.
- f. Applicable Service Fees (to be paid by card user):
 - i. For Treasurer for iasWorld and Munis
 - 1. Credit and Debit Cards 2.75% with minimum \$2.50
 - 2. E-check/ACH \$1.50
 - 3. IVR (over the phone) additional \$.50
 - ii. Online Payer Utility Card Cost \$5.25 with \$300 transaction cap
 - iii. For Juvenile and Probate Court:
 - 1. 5% fee for each electronic payment that flows through the Odyssey System when using a credit or debit card.
 - 2. 2.95% fee will be assessed for each payment made through the Odyssey File and Serve court electronic filing system.

8. LexisNexis – received 5/16/22

- a. Cost to the County No fees or charges for required hardware, software, support, maintenance or warranties.
- b. Additional potential fees None mentioned.
- c. PCI Compliance Yes, PCI Level I, NACHA.
- d. References Provided
 - i. Valeda Stone Fairfield County Municipal Court
 - ii. Branden Meyer Fairfield County Clerk of Courts
 - iii. LeAnna Shaeffer Fairfield County Juvenile & Probate Court
 - iv. Michael McEnaney City of Canton Treasurer's Office (330-438-4747)
 - v. Tammy Bates Washington County, Ohio Treasurer (740 -373-6623)
 - vi. David Soros Garfield Heights Municipal Court (216-475-1900)
- e. System Integrations Proposal states they will provide integration with Tyler at no cost and will have full CourtView3 integration starting in 3rd quarter 2022.
- f. Applicable Service Fees (to be paid by card user) web/phone/in-person:
 - i. Credit Cards (web/phone/in-person) 2.39% with minimum \$2.00.
 - ii. Debit Cards (in-person with pin) \$2.00.
 - iii. E-check \$1.00.

Prosecutor's Approval Page

Resolution No.

A resolution to approve proposals submitted for providing Financial Transaction Devices and Services.

(Fairfield County Treasurer)

Approved as to form on 6/22/2022 1:19:00 PM by Joshua Horacek,

Joshua Horacek Prosecutor's Office Fairfield County, Ohio

Resolution No. 2022-06.28.o

A resolution to approve proposals submitted for providing Financial Transaction Devices and Services.

(Fairfield County Treasurer)

Upon the motion of Commissioner Jeffrey M. Fix, seconded by Commissioner David L. Levacy, this resolution has been Adopted:

Voting:

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

Rochalle Merringen

Prosecutor's Approval Page

Resolution No.

A resolution to approve proposals submitted for providing Financial Transaction Devices and Services Fairfield County Treasurer

(Fairfield County Treasurer)

Approved as to form on 10/16/2024 4:32:13 PM by Amy Brown-Thompson,

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

Amy Brown Manpson

Resolution No. 2024-10.22.cc

A resolution to approve proposals submitted for providing Financial Transaction Devices and Services Fairfield County Treasurer

(Fairfield County Treasurer)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

A resolution for Suspension of the Water & Sewer Usage Fee Rate but Increases Connection Charge Fees for 2025 [Utilities]

WHEREAS, the Board of Fairfield County Commissioners by Resolution 89-08.31.e and 90-05.10.a, approved user fees and/or connection charges for water and sewer services respectively; and

WHEREAS, the current schedule requires a 3% annual increase in user fees and connection charges on January 1st of each year; and

WHEREAS, the Director of Utilities recommends suspension of the 3% rate increase for the water and sewer user fees but increases connection charges from January 1, 2025 until December 31, 2025.

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

Section 1. That the Board of Fairfield County Commissioners hereby suspends the 3% annual increase in water and sewer user fees from January 1, 2025, until December 31, 2025.

Section 2. That the Board of Fairfield County Commissioners hereby increases connection charges 3% from January 1, 2025, until December 31, 2025.

Prepared by: Tony Vogel

Fairfield County Utilities

2025 Water/Wastewater Connection Fees

| WATER Water Connection Fees Based on Line Size | | | | |
|-------------------------------------------------|--------------|--|--|--|
| | | | | |
| 3/4" | \$5,809.00 | | | |
| 1" | \$9,203.00 | | | |
| 1 1/2" | \$18,782.00 | | | |
| 2" | \$31,750.00 | | | |
| 3" | \$68,052.00 | | | |
| 4" | \$117,744.00 | | | |
| 6" | \$250,532.00 | | | |
| 8" | \$473,790.00 | | | |

Note: All elevations above 940 feet must have a one-inch service line in the low service area

Fire Protection Connection Fee

The connection fee for a service line used solely for fire protection shall be twenty (20) percent of the connection fee shown in the above fee table based on the fire service line size

| WASTEWATER Water Connection Fees Based on Line Size | | | |
|------------------------------------------------------|--------------|--|--|
| | | | |
| 3/4" | \$6,906.00 | | |
| 1" | \$12,329.00 | | |
| 1 1/2" | \$24,380.00 | | |
| 2" | \$47,596.00 | | |
| 3" | \$99,086.00 | | |
| 4" | \$163,435.00 | | |
| 6" | \$330,342.00 | | |
| 8" | \$602,164.00 | | |

Note: The deposit (\$500 Residental and \$1,000 Commercial) is refunded upon completion of tap when sewer is installed in accordance with the County Regulations.

Fairfield County Utilities

2025 Water/Wastewater User Charges

| WATER | | | |
|------------|----------------------------------------------------------------------|--|--|
| Water Rate | \$5.94 per 1,000 gallons for 0 to 36,000 gallons per quarter | | |
| | \$7.55 per 1,000 gallons for greater than 36,000 gallons per quarter | | |
| | | | |

Water Monthly Flat Fee Based on Meter Size

Water Connection Fees Based on Line Size

| Meter/Line Size | Monthly Flat Fee | Quarterly Flat Fee | Connection fee |
|-----------------|------------------|--------------------|----------------|
| 3/4" | \$10.38 | \$31.13 | \$5,809.00 |
| 1" | \$15.45 | \$46.36 | \$9,203.00 |
| 1 1/2" | \$20.60 | \$61.79 | \$18,782.00 |
| 2" | \$30.68 | \$92.04 | \$31,750.00 |
| 3" | \$41.25 | \$123.75 | \$68,052.00 |
| 4" | \$64.38 | \$193.14 | \$117,744.00 |
| 6" | \$128.81 | \$386.44 | \$250,532.00 |
| 8" | \$193.16 | \$579.48 | \$473,790.00 |

Note: All elevations above 940 feet must have a one-inch service line in the low service area

Fire Protection Connection Fee

The connection fee for a service line used solely for fire protection shall be twenty (20) percent of the connection fee shown in the above fee table based on the fire service line size

| WASTEWATER | | | |
|---------------------------|-------------------------------------------------|--|--|
| Metered Wastewater Rate | \$90.72 flat fee per quarter with an additional | | |
| Metered wastewater Kate | \$5.36 per 1,000 gallons of water consumption | | |
| Unmetered Wastewater Rate | \$177.43 flat fee per quarter | | |
| BOD/TSS Rate | \$2.62 per 1,000 gallons of water consumption | | |

Greenfield Township Water & Sewer District

2025 Water and Wastewater User Charges

WATER

| ~ | _ | ~- | | | _ |
|---|---|----|--|--|---|
| | | | | | |
| | | | | | |

Minimum Monthly Service Charges (based on meter size)

\$39.52 for first 5,000 gallons

1" **\$52.71** for first 5,000 gallons

1 1/2" **\$79.08** for first 10,000 gallons

2" **\$123.88** for first 15,000 gallons

3" **\$242.51** for first 20,000 gallons

4" **\$384.82** for first 40,000 gallons

6" **\$875.08** for first 100,000 gallons

Metered Water Service Charges per month

3/4"

\$8.42 per 1,000 gallons for usage (gallons) used over minimums above

WASTEWATER

Unmetered Sewer Service Charge \$111.90 per month

Metered Sewer Service Charges (per month)

\$64.61 minimum for first 5,000 gallons

\$12.45 per 1,000 gallons over 5,000 gallons

| BOD/TSS CHARGES | | | | |
|-----------------------------|-------------------------------------|-------------------------|--|--|
| BOD Charge \$1.50 per pound | TSS Charge | \$1.50 per pound | | |
| #14010 Heritage | \$5.36 BOD per 1,000 gallons | | | |
| | \$5.41 | TSS per 1,000 gallons | | |
| #14091 Layman Pontiac | \$4.42 TSS per 1,000 gallons | | | |
| #14287 Speedway | \$5.12 | TSS per 1,000 gallons | | |
| #14151 Meijer's Store | \$8.55 | BOD per 1,000 gallons | | |
| #14153 Meijer's Gas Station | \$8.55 | BOD per 1,000 gallons | | |

Resolution No. 2024-10.22.dd

A resolution for Suspension of the Water & Sewer Usage Fee Rate but Increases Connection Charge Fees for 2025

(Fairfield County Utilities Department)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

A resolution to appropriate from unappropriated in a major expenditure object category for Utilities Sewer Fund, 5044.

WHEREAS, additional appropriations are needed in the major expenditure object category for 5044, Contractual Services, OT Overtime, Repair and Maintenances, Materials and Supplies; and

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

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

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

\$45,000.00; 12504429, Contractual Services \$ 1000.00; 12504429, Personal Services \$25,000.00; 12504429, Materials and Supplies

Prepared by: Joshua TC Anders

A resolution to appropriate from unappropriated in a major expenditure object category for Utilities Sewer Fund, 5044.

For Auditor's Office Use Only:

| 12504429 | 530000, | \$25,000.00 | Contractual Services |
|----------|---------|-------------|------------------------|
| 12504429 | 543000, | \$20,000.00 | Repair and Maintenance |
| 12504429 | 513000, | \$ 1,000.00 | OT Overtime |
| 12504429 | 560000, | \$25,000.00 | Materials and Supplies |

Prepared by: Joshua TC Anders

Resolution No. 2024-10.22.ee

A resolution to appropriate from unappropriated in a major expenditure object category for Utilities Sewer Fund, 5044.

(Fairfield County Utilities Department)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

A resolution to appropriate from unappropriated in a major expenditure object category for Utilities Water Fund 5046.

WHEREAS, additional appropriations are needed in the major expenditure object category for 5046, OT Overtime; and

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

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

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

\$6,000.00; 12504623 Personal Services

Prepared by: Joshua TC Anders

A resolution to appropriate from unappropriated in a major expenditure object category for Utilities Water Fund 5046.

For Auditor's Office Use Only:

12504623 513000, \$6,000.00; OT Overtime

Prepared by: Joshua TC Anders

Resolution No. 2024-10.22.ff

A resolution to appropriate from unappropriated in a major expenditure object category for Utilities Water Fund 5046.

(Fairfield County Utilities Department)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

A resolution to appropriate from unappropriated in a major expenditure object category for Utilities fund 5842.

WHEREAS, additional appropriations are needed in the major expenditure object category for 5842, Contractual Services, OT Overtime and Vacation Payout; and

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

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

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

\$85,000; 12584229 Contractual Services \$1,200; 12584229 Personal Services

Prepared by: Tony Vogel

A resolution to appropriate from unappropriated in a major expenditure object category for Utilities fund 5842.

For Auditor's Office Use Only:

12584229 530000, \$85,000; Contractual Services

12584229 513000, \$1,000; OT Overtime 12584229 514010, \$200: Vacation Payout

Prepared by: Tony Vogel

Resolution No. 2024-10.22.gg

A resolution to appropriate from unappropriated in a major expenditure object category for Utilities fund 5842.

(Fairfield County Utilities Department)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

A resolution to appropriate from unappropriated in a major expenditure object category for Utilities; 5841, Contractual Services.

WHEREAS, additional appropriations are needed in the major expenditure object category for 5841, Contractual Services; and

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

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

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

\$10,000; 12584123 Contractual Services

Prepared by: Tony Vogel

A resolution to appropriate from unappropriated in a major expenditure object category for Utilities; 5841, Contractual Services.

For Auditor's Office Use Only:

12584123, 530000 \$10,000; Contractual Services

Prepared by: Tony Vogel

Resolution No. 2024-10.22.hh

A resolution to appropriate from unappropriated in a major expenditure object category for Utilities; 5841, Contractual Services.

(Fairfield County Utilities Department)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

A resolution authorizing an account to account transfer for MCU Fund 7864 (Subfund 8313) Recovery Ohio FY23 Grant

WHEREAS, appropriations are needed to cover expenses for 2024; and

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

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

Section 1. That the transfer of appropriations in the amount of \$49,547.21. is hereby authorized as follows:

FROM: 78786422 personal services
TO: 78786422 Contractual Services

Section 2. That the transfer of appropriations in the amount of \$24,953.17. is hereby authorized as follows:

FROM: 78786422 Fringe Benefits

TO: 78786422 Materials and Supplies

Section 3. That the transfer of appropriations in the amount of \$5,000.00. is hereby authorized as follows:

FROM: 78786422 Fringe Benefits TO: 78786422 Capital Outlay

Prepared by: Christy Noland

cc: MCU

A resolution authorizing an account to account transfer for MCU Fund 7864 (Subfund 8313) Recovery Ohio FY23 Grant

Auditor Only

Section 1. That the transfer of appropriations in the amount of \$49,547.21. is hereby authorized as follows:

FROM: 78786422 511010 Salary -\$37,481.01

78786422 514010 Vacation Payout -\$766.20 78786422 514020 Sick Payout -11,300.00

TO: 78786422 530000 Contractual Services +\$49,547.21

Section 2. That the transfer of appropriations in the amount of \$24,953.17. is hereby authorized as follows:

FROM: 78786422 521000 Health Insurance -\$18,156.80

78786422 522000 Medicare -\$659.25 78786422 523000 PERS -\$6,137.12

TO: 78786422 560000 Materials and Supplies +\$24,953.17

Section 3. That the transfer of appropriations in the amount of \$5,000.00. is hereby authorized as follows:

FROM: 78786422 523000 PERS -\$5,000.00

TO: 78786422 574000 Equipment +\$5,000.00

Prepared by: Christy Noland

cc: EMA

Resolution No. 2024-10.22.ii

A resolution authorizing an account to account transfer for MCU Fund 7864 (Subfund 8313) Recovery Ohio FY23 Grant

(South Central Major Crimes Unit)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK