



A G E N D A

OFFICE OF COUNTY AUDITOR

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

Special Meeting of the Fairfield County Budget Commission

July 14, 2025, 8:30 a.m.
108 North High Street
Lancaster, Ohio

A. Welcome & Pledge of Allegiance

B. Public Comments

C. Approval of Minutes of *June 30, 2025*

Motion for the Approval of Minutes of June 30, 2025

D. Review of Action Items

E. Resolutions, Voting List

*Motion for the approval of resolution 07.14.2025.a : A resolution to sign
Official Certificates of Estimated Resources for multiple entities*

F. Open Items

G. Next Regular Meeting – Monday, July 28, 2025, 8:30 a.m.

H. Adjourn

S E R V E • C O N N E C T • P R O T E C T



A G E N D A

OFFICE OF COUNTY AUDITOR

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

Regular Meeting of the Fairfield County Budget Commission

June 30, 2025, 8:30 a.m.
108 North High Street
Lancaster, Ohio

A. Welcome & Pledge of Allegiance & Announcements

Attending were Jim Bahnsen (County Treasurer), Carri Brown (County Auditor), and Witt (County Prosecutor).

At 8:30 a.m., attendees welcomed one another and said the pledge of allegiance.

B. Public Comments

There were no public comments.

C. Approval of Minutes from May 27, 2025

Motion for the Approval of Minutes of May 27, 2025

The minutes were provided to Budget Commission members by email and were available during the meeting. Minutes are also posted on the website.

On the motion of Jim Bahnsen and the second of Carri Brown, the Budget Commission voted to approve the minutes of May 27, 2025.

Discussion: None.

Roll call vote of the motion resulted as follows:
Voting aye thereon: Jim Bahnsen and Carri Brown.

The motion carried.

Prosecutor Witt joined the meeting at 8:33 a.m.

S E R V E • C O N N E C T • P R O T E C T



A G E N D A

OFFICE OF COUNTY AUDITOR

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

D. Review of Action Items

Dr. Brown reported that action for the meeting was to approve and sign Amended Certificates of Estimated Resources for multiple taxing districts. A meeting packet was emailed to Commission members prior to the meeting for review.

E. Resolution, Voting List

Motion for the approval of resolution 06.30.2025.a: A resolution to sign the Official Certificates of Estimated Resources for multiple entities

On the motion of Jim Bahnsen and the second of Kyle Witt, the Budget Commission voted to approve resolution 06.30.2025.a: A resolution to sign the Official Certificates of Estimated Resources for multiple entities.

Discussion: Dr. Brown reported that the amendments were based on the most recent information provided by the various political subdivisions. The new platform of DocLink was used to prepare for this meeting, and we are receiving a lot of positive feedback about the platform.

Roll call vote of the motion resulted as follows:

Voting aye thereon: Jim Bahnsen, Kyle Witt, and Carri Brown.

The motion carried.

F. Open Items

Dr. Brown provided an update on the analysis for the library allocation. The libraries do not have consensus (as was the case last year), and there is a detailed analysis based on multiple variables reflective of need. Updated packets for the library allocation have been provided to the Budget Commission members and to the library directors. Key updates in the packet (updated in June from April 2025) include:

- Inclusion of the CLC costs common to all libraries. While this did not change any of the rounded figures, it did slightly affect the adjustment related to the minimum allocation.
- A new summary chart comparing the proposed model to the prior year's percentage allocations.

S E R V E • C O N N E C T • P R O T E C T



AGENDA

OFFICE OF COUNTY AUDITOR

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

Please note that while the proposed model does not assign specific population figures to the libraries, it incorporates a variety of variables, including considerations related to population and each library's current circumstances and needs.

Also based on library directors' input, the draft resolution now reflects a three-year application period instead of the five-year timeframe used for local government fund allocations.

As always, if the three libraries came to a consensus on a formula—based on variables they select (whether population-based, other factors, or a combination)—that agreed-upon model would be accepted. Dr. Brown will meet with the library directors again on July 1 to gather more feedback and to show transparency in the analysis.

The libraries have provided variables for consideration. At present, there is recognition of a minimum for Wagnall's based on the need they are presenting at a time when they are reducing hours and services and using carryover cash. **Here is a summary of the current proposed model for quick reference:**

The proposed library allocation formula reflects a data-driven approach grounded in current budgetary and performance variables, including key indicators such as salaries, fringe benefits, and circulation. Moving away from a consensus-based model used from 2004–2024, the Budget Commission collected updated data through a collaborative survey process involving all three libraries. The results led to a recommended allocation of 56.32% for Fairfield County, 37.68% for Pickerington, and a minimum of 6.00% for Wagnalls Memorial Library. This minimum, consistent with the historical low for the smallest library, recognizes unique challenges in the county and ensures a baseline level of support. The adjusted percentages reflect need and maintain alignment with industry standards while promoting fairness and sustainability. To encourage stability and planning, the formula is proposed to remain in place for three years, with a review scheduled for 2028, unless a new consensus is reached earlier.

Comparison of Percentages, Three Years Compared to the Prior Year
Multiple Variables Demonstrating Need Are Considered; A Minimum of 6 % Is Applied

Library	2025-2028	2024	Difference
Fairfield County	56.32	57.55	-1.23
Pickerington	37.68	35.64	2.04
Wagnalls	6	6.81	-0.81

SERVE • CONNECT • PROTECT



A G E N D A

OFFICE OF COUNTY AUDITOR

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

Note: As of June 14, 2025, the amount of the shared revenues has not been received from the state; therefore, the actual dollar amount changes are not yet known.

In other open items, Kyle Witt indicated Amy Brown Thompson would serve as his designee for the August meeting.

G. Notice: *The next special meeting is Monday, July 14, 2025, 8:30 a.m.*

H. Adjourn

On the motion of Kyle Witt and the second of Jim Bahnsen, the Budget Commission voted to adjourn at 8:55 a.m. The motion carried.

I certify the minutes above are true and accurate for the Fairfield County Budget Commission Meeting held June 30, 2025.

Dr. Carri L. Brown, County Auditor

S E R V E • C O N N E C T • P R O T E C T

To: The Fairfield County Budget Commission

From: Amanda Rollins, Settlements Analyst

Date: 07/14/25

Subject: 7/14/25 SPECIAL BC Packet

The chart below outlines the amended certificates proposed by political subdivisions and are in order of the type of political subdivision.

Name of Political Subdivision	Change to Revenue Estimate	Fund Name	Fund Type	Comments, if any	Deemed Reasonable, Y or N
City Of Lancaster	\$150,000.00	(1001) General Fund	General Fund	Resolution 46-25, 55-25, 34-25, 39-25	Y
City Of Lancaster	\$25,000.00	(2073) Community Development Block Grant (CDBG)	Special Revenue Fund	Resolution 45-25	Y
City Of Lancaster	\$6,449,088.00	(3020) Capital Improvement Fund	Capital Projects Fund	Resolution 52-25	Y
City Of Lancaster	\$153,482.41	(3060) Timbertop TIF Fund	Capital Projects Fund	Resolution 31-25	Y
City Of Lancaster	\$3,183,199.00	(6019) Storm Water Utility Reserve	Enterprise Fund	Resolution 42-25	Y
City Of Lancaster	\$2,500,000.00	(6027) Water Utility Reserve	Enterprise Fund	Resolution 36-25	Y
City Of Lancaster	\$11,319,400.00	(6029) Waste Water Utility Reserve	Enterprise Fund	Resolution 41-25	Y
City Of Lancaster	\$11,000.00	(7022) Health Insurance Management	Internal Service Fund	Resolution 46-25	Y
Village Of Carroll	\$6,054,146.00	Multiple	Special Revenue	Grants	Y
Village Of Lithopolis	\$75,000.00	5201 - Sewer Fund	Enterprise Fund	Ordinance 27-25	Y

07.14.25.a A resolution to sign Amended Official Certificates of Estimated Resources for multiple taxing districts

WHEREAS, The Fairfield County Auditor's Office has received sufficient information to prepare Amended Official Certificates of Estimated Resources for multiple taxing districts, as attached;

NOW THEREFORE, BE IT RESOLVED BY THE FAIRFIELD COUNTY BUDGET COMMISSION, COUNTY OF FAIRFIELD, STATE OF OHIO:

Section 1. The Fairfield County Budget Commission authorizes signing the attached Amended Official Certificates of Estimated Resources for multiple taxing districts.

Section 2. The Fairfield County Budget Commission authorizes the County Auditor's Office to provide copies of the Amended Official Certificates of Estimated Resources to the multiple entities, retaining a file copy.

Prepared by: Amanda Rollins, Settlements Analyst

Supplemental materials are attached.

OFFICIAL CERTIFICATE OF ESTIMATED RESOURCESREVISED CODE SECTION 5705.36

County Auditor's Office, Fairfield County, Ohio

Date: 07/14/25

Fiscal Year: 2025

Taxing Authority: City Of Lancaster

Submitted By: Allison Ray

The following is the "Official Certificate of Estimated Resources" for the fiscal year beginning fiscal year 2025 as revised by the Budget Commission of Fairfield County, which shall govern the total of appropriations made at any time during the fiscal year:

Funds	Unencumbered Balance	Taxes	Rollbacks & Other Sources	Total
General Fund	\$20,186,103.21	\$3,096,000.00	\$21,733,700.63	\$45,015,803.84
Special Revenue Fund	\$24,851,388.87	\$3,478,614.00	\$68,915,027.75	\$97,245,030.62
Debt Service Fund	\$553.88	\$0.00	\$824,860.00	\$825,413.88
Capital Projects Fund	\$6,082,033.77	\$0.00	\$8,850,443.62	\$14,932,477.39
Enterprise Fund	\$58,595,237.99	\$0.00	\$136,631,291.75	\$195,226,529.74
Internal Service Fund	\$6,206,245.54	\$0.00	\$15,687,732.00	\$21,893,977.54
Fiduciary Fund	\$5,937,021.48	\$0.00	\$468,500.00	\$6,405,521.48
Total All Funds	\$121,858,584.74	\$6,574,614.00	\$253,111,555.75	\$381,544,754.49

Tricia Nettles/ Anitra Scott/ Elanta Ohare Treasurer
City Of Lancaster
104 E Main Street
Lancaster, Ohio, 43130



Budget Commission:

Fiscal Year: 2025

Certificate Submission

County Auditor's Office, Fairfield County, Ohio

Date: 07/14/25

Fiscal Year: 2025
Taxing Authority: City Of Lancaster
Submitted By: Allison Ray

Fund	Prev. Years Est. Ending Cash Bal	Advances	Est. Carryover Encumbrances	Start of Year Est. Unencumbered Bal	Est. Taxes	Est. Rollbacks	Other Taxes	Est. Other Sources	Total Est. Receipts	Total Available Source	Approp. Budget	Unappropriated Balance	Warning
General Fund													
(1001- 185.5415) Budget Stabilization (5705.13(A)(1)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
(1001) General Fund	\$20,186,103.21	\$0.00	\$0.00	\$20,186,103.21	\$3,096,000.00	\$358,000.00	\$0.00	\$21,375,700.63	\$24,829,700.63	\$45,015,803.84	\$23,159,620.08	\$21,856,183.76	
Special Revenue Fund													
(2007) Cemetery Fund	\$584,171.25	\$0.00	\$0.00	\$584,171.25	\$0.00	\$0.00	\$0.00	\$879,488.88	\$879,488.88	\$1,463,660.13	\$915,754.75	\$547,905.38	
(2008) Department of Transportation	\$1,453,872.33	\$0.00	\$0.00	\$1,453,872.33	\$0.00	\$0.00	\$0.00	\$4,527,274.00	\$4,527,274.00	\$5,981,146.33	\$4,703,619.75	\$1,277,526.58	
(2009) 3 Mil Levy Fund	\$581,815.87	\$0.00	\$0.00	\$581,815.87	\$2,869,000.00	\$205,500.00	\$0.00	\$500.00	\$3,075,000.00	\$3,656,815.87	\$3,000,000.00	\$656,815.87	
(2012) Parks and Recreation Fund	\$3,284,540.52	\$0.00	\$0.00	\$3,284,540.52	\$0.00	\$0.00	\$0.00	\$4,424,882.28	\$4,424,882.28	\$7,709,422.80	\$4,826,992.25	\$2,882,430.55	

(2016) Income Tax Fund	\$6,063,422.89	\$0.00	\$0.00	\$6,063,422.89	\$0.00	\$0.00	\$0.00	\$36,750,000.00	\$36,750,000.00	\$42,813,422.89	\$37,356,965.75	\$5,456,457.14	
(2020) Special Improvement District	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$85,000.00	\$85,000.00	\$85,000.00	\$85,000.00	\$0.00	
(2021) Transit System (Taxi Token) Fund	\$6,894.45	\$0.00	\$0.00	\$6,894.45	\$0.00	\$0.00	\$0.00	\$869.00	\$869.00	\$7,763.45	\$869.00	\$6,894.45	
(2023) 911 TARFF - Police	\$192,725.94	\$0.00	\$0.00	\$192,725.94	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$192,725.94	\$115,000.00	\$77,725.94	
(2024) E. Byrne Family Violence Grant	\$427.56	\$0.00	\$0.00	\$427.56	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$427.56	\$0.00	\$427.56	
(2025) Law Director - Victim Assistance	\$48,250.01	\$0.00	\$0.00	\$48,250.01	\$0.00	\$0.00	\$0.00	\$80,000.00	\$80,000.00	\$128,250.01	\$122,518.00	\$5,732.01	
(2026) Lancaster Community Development Fund	\$167,645.48	\$0.00	\$0.00	\$167,645.48	\$0.00	\$0.00	\$0.00	\$1,005,192.00	\$1,005,192.00	\$1,172,837.48	\$938,360.00	\$234,477.48	
(2027) Law Enforcement Block Grant	\$23,058.00	\$0.00	\$0.00	\$23,058.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$23,058.00	\$0.00	\$23,058.00	
(2028) Police & Fire Pension	\$29.58	\$0.00	\$0.00	\$29.58	\$609,614.00	\$0.00	\$0.00	\$0.00	\$609,614.00	\$609,643.58	\$609,643.58	\$0.00	
(2030) Municipal Court CC Surveillance	\$28,163.69	\$0.00	\$0.00	\$28,163.69	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$28,163.69	\$0.00	\$28,163.69	
(2031) Public Sites & Open Spaces Fund	\$211,300.76	\$0.00	\$0.00	\$211,300.76	\$0.00	\$0.00	\$0.00	\$5,000.00	\$5,000.00	\$216,300.76	\$15,000.00	\$201,300.76	
(2032) Indigent Driver-Alcohol Fund	\$203,700.03	\$0.00	\$0.00	\$203,700.03	\$0.00	\$0.00	\$0.00	\$40,000.00	\$40,000.00	\$243,700.03	\$200,000.00	\$43,700.03	

(2033) Law Enforcement-Education Fund	\$103,343.11	\$0.00	\$0.00	\$103,343.11	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$103,343.11	\$0.00	\$103,343.11	
(2034) MC Judge Computerization (1901.26)	\$31,886.39	\$0.00	\$0.00	\$31,886.39	\$0.00	\$0.00	\$0.00	\$40,000.00	\$40,000.00	\$71,886.39	\$70,500.00	\$1,386.39	
(2035) MC Probation (737.41 & 2951.021)	\$1,201,258.37	\$0.00	\$0.00	\$1,201,258.37	\$0.00	\$0.00	\$0.00	\$872,510.00	\$872,510.00	\$2,073,768.37	\$1,043,560.00	\$1,030,208.37	
(2036) Muni Court Clerk-Computer	\$187,526.18	\$0.00	\$0.00	\$187,526.18	\$0.00	\$0.00	\$0.00	\$210,000.00	\$210,000.00	\$397,526.18	\$268,843.00	\$128,683.18	
(2037) Muni Court Special Projects	\$522,113.77	\$0.00	\$0.00	\$522,113.77	\$0.00	\$0.00	\$0.00	\$965,000.00	\$965,000.00	\$1,487,113.77	\$1,374,016.00	\$113,097.77	
(2038) Muni Court - Family Violence	\$21,698.90	\$0.00	\$0.00	\$21,698.90	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$21,698.90	\$0.00	\$21,698.90	
(2039) Muni Court - Drug Court Program	\$210,952.50	\$0.00	\$0.00	\$210,952.50	\$0.00	\$0.00	\$0.00	\$554,500.00	\$554,500.00	\$765,452.50	\$696,033.00	\$69,419.50	
(2040) FEMA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
(2041) Ohio Peace Officers Training OPOTA	\$40,833.00	\$0.00	\$0.00	\$40,833.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$40,833.00	\$40,000.00	\$833.00	
(2042) OneOhio Opioid Settlement Fund	\$199,563.06	\$0.00	\$0.00	\$199,563.06	\$0.00	\$0.00	\$0.00	\$100,000.00	\$100,000.00	\$299,563.06	\$181,392.00	\$118,171.06	
(2043) DARE Officer Retention Grant	\$98,686.72	\$0.00	\$0.00	\$98,686.72	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$98,686.72	\$20,000.00	\$78,686.72	
(2044) Safe Routes To School (SRTS)	\$2,779.56	\$0.00	\$0.00	\$2,779.56	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,779.56	\$0.00	\$2,779.56	

(4013) Bond Retirement Fund	\$553.88	\$0.00	\$0.00	\$553.88	\$0.00	\$0.00	\$0.00	\$824,860.00	\$824,860.00	\$825,413.88	\$825,413.88	\$0.00	
(4014) Park	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
(4015) Downtown Special Assessment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Capital Projects Fund													
(3014) LDOT Improvement Fund	\$488,869.53	\$0.00	\$0.00	\$488,869.53	\$0.00	\$0.00	\$0.00	\$75,000.00	\$75,000.00	\$563,869.53	\$486,000.00	\$77,869.53	
(3015) Parks Improvement Fund	\$99,793.59	\$0.00	\$0.00	\$99,793.59	\$0.00	\$0.00	\$0.00	\$150,435.29	\$150,435.29	\$250,228.88	\$150,000.00	\$100,228.88	
(3016) General Improvement Fund	\$450,694.05	\$0.00	\$0.00	\$450,694.05	\$0.00	\$0.00	\$0.00	\$175,000.00	\$175,000.00	\$625,694.05	\$625,000.00	\$694.05	
(3017) Improvement Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
(3020) Capital Improvement Fund	\$3,637,109.13	\$0.00	\$0.00	\$3,637,109.13	\$0.00	\$0.00	\$0.00	\$8,009,783.92	\$8,009,783.92	\$11,646,893.05	\$360,000.00	\$11,286,893.05	
(3021) Fire Capital Improvement	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
(3022) Fire Impact	\$1,316,605.00	\$0.00	\$0.00	\$1,316,605.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,316,605.00	\$125,000.00	\$1,191,605.00	
(3023) Code Enforcement - Fire Insurance Escrow	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
(3030) Ety Rd TIFF - Construction	\$66.04	\$0.00	\$0.00	\$66.04	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$66.04	\$0.00	\$66.04	

(3031) Ety Rd TIF - Service Fund (Island Capital Credits)	\$12,775.00	\$0.00	\$0.00	\$12,775.00	\$0.00	\$0.00	\$0.00	\$190,000.00	\$190,000.00	\$202,775.00	\$30,228.0 0	\$172,547.00	
(3060) Timbertop TIF Fund	\$76,121.43	\$0.00	\$0.00	\$76,121.43	\$0.00	\$0.00	\$0.00	\$250,224.41	\$250,224.41	\$326,345.84	\$96,742.0 0	\$229,603.84	
Enterprise Fund													
(6002) Gas Fund (900,000 Adv)	\$12,321,189.58	\$0.00	\$0.00	\$12,321,189.58	\$0.00	\$0.00	\$0.00	\$23,637,484.88	\$23,637,484.88	\$35,958,674.46	\$23,591,4 44.75	\$12,367,229.71	
(6003) Water Fund	\$7,983,078.54	\$0.00	\$0.00	\$7,983,078.54	\$0.00	\$0.00	\$0.00	\$11,751,700.00	\$11,751,700.00	\$19,734,778.54	\$14,539,5 14.87	\$5,195,263.67	
(6004) Water Pollution Control Fund	\$14,308,792.04	\$0.00	\$0.00	\$14,308,792.04	\$0.00	\$0.00	\$0.00	\$14,464,789.00	\$14,464,789.00	\$28,773,581.04	\$18,688,5 03.75	\$10,085,077.29	
(6005) Sanitation Fund	\$2,345,783.49	\$0.00	\$0.00	\$2,345,783.49	\$0.00	\$0.00	\$0.00	\$5,726,550.00	\$5,726,550.00	\$8,072,333.49	\$6,296,22 6.75	\$1,776,106.74	
(6006) Storm Water Utility - **	\$1,266,393.92	\$0.00	\$0.00	\$1,266,393.92	\$0.00	\$0.00	\$0.00	\$3,500,000.00	\$3,500,000.00	\$4,766,393.92	\$3,472,70 0.75	\$1,293,693.17	
(6019) Storm Water Utility Reserve	\$2,542,700.66	\$0.00	\$0.00	\$2,542,700.66	\$0.00	\$0.00	\$0.00	\$4,394,744.20	\$4,394,744.20	\$6,937,444.86	\$3,729,24 5.86	\$3,208,199.00	
(6021) Storm Water Repair & Improvement	\$1,000,000.00	\$0.00	\$0.00	\$1,000,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,000,000.00	\$0.00	\$1,000,000.00	
(6022) Wellhead Protection	\$500,000.00	\$0.00	\$0.00	\$500,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$500,000.00	\$0.00	\$500,000.00	
(6023) W.P.C. Capital Replacement Fund - **	\$1,688,044.29	\$0.00	\$0.00	\$1,688,044.29	\$0.00	\$0.00	\$0.00	\$240,000.00	\$240,000.00	\$1,928,044.29	\$794,725. 77	\$1,133,318.52	
(6025) Div. of Water Improvement Fund	\$1,335,923.26	\$0.00	\$0.00	\$1,335,923.26	\$0.00	\$0.00	\$0.00	\$275,000.00	\$275,000.00	\$1,610,923.26	\$618,000. 00	\$992,923.26	

(6026) Water Construction	\$1,986.40	\$0.00	\$0.00	\$1,986.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,986.40	\$1,986.40	\$0.00	
(6027) Water Utility Reserve	\$4,210,767.60	\$0.00	\$0.00	\$4,210,767.60	\$0.00	\$0.00	\$0.00	\$38,163,448.90	\$38,163,448.90	\$42,374,216.50	\$39,751,415.92	\$2,622,800.58	
(6029) Waste Water Utility Reserve	\$8,916,979.11	\$0.00	\$0.00	\$8,916,979.11	\$0.00	\$0.00	\$0.00	\$34,477,574.77	\$34,477,574.77	\$43,394,553.88	\$28,903,216.74	\$14,491,337.14	
(6030) Wastewater Construction	\$23,441.24	\$0.00	\$0.00	\$23,441.24	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$23,441.24	\$23,441.24	\$0.00	
(6096) Utility Deposit Fund	\$150,157.86	\$0.00	\$0.00	\$150,157.86	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$150,157.86	\$0.00	\$150,157.86	
Internal Service Fund													
(7006) Utilities Collection Fund	\$319,049.29	\$0.00	\$0.00	\$319,049.29	\$0.00	\$0.00	\$0.00	\$2,274,372.00	\$2,274,372.00	\$2,593,421.29	\$2,038,848.25	\$554,573.04	
(7010) Fuel Depot Fund	\$306,956.87	\$0.00	\$0.00	\$306,956.87	\$0.00	\$0.00	\$0.00	\$1,184,000.00	\$1,184,000.00	\$1,490,956.87	\$1,184,000.00	\$306,956.87	
(7020) Information Services	\$496,156.71	\$0.00	\$0.00	\$496,156.71	\$0.00	\$0.00	\$0.00	\$1,309,860.00	\$1,309,860.00	\$1,806,016.71	\$1,384,121.75	\$421,894.96	
(7022) Health Insurance Management	\$5,016,352.72	\$0.00	\$0.00	\$5,016,352.72	\$0.00	\$0.00	\$0.00	\$10,656,000.00	\$10,656,000.00	\$15,672,352.72	\$10,085,825.00	\$5,586,527.72	
(7030) Environmental Engineering	\$67,729.95	\$0.00	\$0.00	\$67,729.95	\$0.00	\$0.00	\$0.00	\$263,500.00	\$263,500.00	\$331,229.95	\$253,874.00	\$77,355.95	
Fiduciary Fund													
(8012) Buster - Bureau of Underground Storage Tanks	\$33,000.00	\$0.00	\$0.00	\$33,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$33,000.00	\$33,000.00	\$0.00	

[illegible]

(8055) Hotel Motel Tax Fund	\$66,988.88	\$0.00	\$0.00	\$66,988.88	\$0.00	\$0.00	\$0.00	\$200,000.00	\$200,000.00	\$266,988.88	\$241,021.00	\$25,967.88	
(8058) Violet Twp - City of Lanc. JEDD	\$3,313.40	\$0.00	\$0.00	\$3,313.40	\$0.00	\$0.00	\$0.00	\$25,000.00	\$25,000.00	\$28,313.40	\$25,000.00	\$3,313.40	
(8060) Escrow Deposits Fund	\$3,145,449.15	\$0.00	\$0.00	\$3,145,449.15	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,145,449.15	\$3,145,449.15	\$0.00	
(8097) Law Library Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$42,500.00	\$42,500.00	\$42,500.00	\$42,500.00	\$0.00	
Total All Funds	\$121,858,584.74	\$0.00	\$0.00	\$121,858,584.74	\$6,574,614.00	\$563,500.00	\$0.00	\$252,548,055.75	\$259,686,169.75	\$381,544,754.49	\$265,984,930.18	\$115,559,824.31	

TEMPORARY ORDINANCE NO. 19-25

PERMANENT ORDINANCE NO. 21-25

AN ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF NOTES IN THE MAXIMUM PRINCIPAL AMOUNT OF SEVEN MILLION DOLLARS (\$7,000,000), IN ANTICIPATION OF THE ISSUANCE OF BONDS, FOR THE PURPOSE OF PAYING THE COSTS OF THE RENOVATION AND REHABILITATION OF THE CITY HALL BUILDING AND OTHERWISE IMPROVING THE SITE THEREFOR, TOGETHER WITH ALL NECESSARY APPURTENANCES THERETO, AND DECLARING AN EMERGENCY

WHEREAS, this Council has requested that the Auditor, as fiscal officer of this City, certify the estimated life or period of usefulness of the Improvement described in Section 1, the estimated maximum maturity of the Bonds described in Section 1 and the maximum maturity of the Notes described in Section 3; and

WHEREAS, the Auditor has certified to this Council that the estimated life or period of usefulness of the Improvement described in Section 1 is at least five (5) years, the estimated maximum maturity of the Bonds described in Section 1 is at least twenty (20) years, and the maximum maturity of the Notes described in Section 3, to be issued in anticipation of the Bonds is two hundred forty (240) months; now, therefore,

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

SECTION 1. It is necessary to issue bonds of this City in the maximum principal amount of \$7,000,000 (the "Bonds") for the purpose of paying the costs of the renovation and rehabilitation of the City Hall building and otherwise improving the site therefor, together with all necessary appurtenances thereto (the "Improvement").

SECTION 2. The Bonds shall be dated approximately April 1, 2026, shall bear interest at the now estimated rate of 6.00% per year, payable semiannually until the principal amount is paid, and are estimated to mature in twenty (20) annual principal installments on December 1 of each year and in such amounts that the total principal and interest payments on the Bonds, in any fiscal year in which principal is payable, shall be substantially equal. The first principal payment of the Bonds is estimated to be December 1, 2026.

SECTION 3. It is necessary to issue and this Council determines that notes in the maximum principal amount of \$7,000,000 (the "Notes") shall be issued in anticipation of the issuance of the Bonds for the purpose described in Section 1 and to pay the costs of the Improvement and any financing costs. The principal amount of Notes to be issued (not to exceed the stated maximum principal amount) shall be determined by the Auditor in the certificate awarding the Notes in accordance with Section 6 of this Ordinance (the "Certificate of Award") as the amount which is necessary to pay the costs of the Improvement and any financing costs. The Notes shall be dated the date of issuance and shall mature not more than one year following the date of issuance, provided that the Auditor shall establish the maturity date in the Certificate of Award. The Notes shall bear interest at a rate or rates not to exceed 6.00% per year (computed on the basis of a 360-day year consisting of twelve 30-day months or such other basis as shall be determined by the Auditor in the Certificate of Award), payable

at maturity and until the principal amount is paid or payment is provided for. The rate or rates of interest on the Notes shall be determined by the Auditor in the Certificate of Award in accordance with Section 6 of this Ordinance.

SECTION 4. The debt charges on the Notes shall be payable in lawful money of the United States of America or in Federal Reserve funds of the United States of America as determined by the Auditor in the Certificate of Award, and shall be payable, without deduction for services of the City's paying agent, at the office of the Auditor or a bank or trust company designated by the Auditor in the Certificate of Award after determining that the payment at that bank or trust company will not endanger the funds or securities of the City and that proper procedures and safeguards are available for that purpose or at the office of the Auditor if agreed to by the Auditor and the original purchaser (the "Paying Agent"). The Auditor is authorized, to the extent necessary or appropriate, to enter into an agreement with the Paying Agent in connection with the services to be provided by the Paying Agent after determining that the signing thereof will not endanger the funds or securities of the City.

SECTION 5. The Notes shall be signed by the Mayor and the Auditor in the name of the City and in their official capacities, provided that one of those signatures may be a facsimile. The Notes shall be issued in minimum denominations of \$100,000 or any integral multiples of \$5,000 in excess thereof (and may be issued in denominations in such amounts in excess thereof as requested by the original purchaser and approved by the Auditor) and with numbers as requested by the original purchaser and approved by the Auditor. The entire principal amount may be represented by a single note and may be issued as fully registered securities (for which the Auditor will serve as note registrar) and in book entry form as described below, or other uncertificated form in accordance with Section 9.96 and Chapter 133 of the Ohio Revised Code if it is determined by the Auditor that issuance of fully registered securities in that form will facilitate the sale and delivery of the Notes. The Notes shall not have coupons attached, shall be transferable and numbered as determined by the Auditor and shall express upon their faces the purpose, in summary terms, for which they are issued and that they are issued pursuant to this Ordinance. The principal and interest on the Notes shall be payable by check or draft mailed by the City to the registered holder of the Notes at close of business on the maturity date of the Notes at the registered holder's address as it appears on the note register; provided, however, the City may enter into an agreement with the registered holder of the Notes, providing for making the payment to the purchaser of principal and interest on the Notes at a place and in a manner (including wire transfer of federal funds) other than as provided in this Ordinance, without prior presentation or surrender of the Notes. Upon receipt of the principal and interest payments at maturity on the Notes, the registered holder thereof shall cancel the notes and deliver them to the City.

Notwithstanding any other provisions of this Ordinance, if the Auditor determines in the Certificate of Award that it is in the best interest of and financially advantageous to the City, the Notes may be issued in book entry form in accordance with the following provisions of this Section.

"Book entry form" or "book entry system" means a form or system under which (a) the ownership of beneficial interests in the Notes and the principal of and interest on the Notes may be transferred only through a book entry, and (b) a single physical Note certificate in fully registered form is issued by the City and payable only to a Depository or its nominee as registered owner, with the certificate deposited with and "immobilized" in the custody of the Depository or its designated agent for that purpose. The book entry maintained by others than

the City is the record that identifies the owners of beneficial interests in the Notes and that principal and interest.

“Depository” means any securities depository that is a clearing agency registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934, operating and maintaining, with its Participants or otherwise, a book entry system to record ownership of beneficial interests in the Notes or the principal of and interest on the Notes, and to effect transfers of the Notes, in book entry form, and includes and means initially The Depository Trust Company (a limited purpose trust company), New York, New York.

“Participant” means any participant contracting with a Depository under a book entry system and includes securities brokers and dealers, banks and trust companies and clearing corporations.

The Notes may be issued to a Depository for use in a book entry system and, if and as long as a book entry system is utilized, (a) the Notes may be issued in the form of a single Note made payable to the Depository or its nominee and immobilized in the custody of the Depository or its agent for that purpose; (b) the beneficial owners in book entry form shall have no right to receive the Notes in the form of physical securities or certificates; (c) ownership of beneficial interests in book entry form shall be shown by book entry on the system maintained and operated by the Depository and its Participants, and transfers of the ownership of beneficial interests shall be made only by book entry by the Depository and its Participants; and (d) the Notes as such shall not be transferable or exchangeable, except for transfer to another Depository or to another nominee of a Depository, without further action by the City.

If any Depository determines not to continue to act as a Depository for the Notes for use in a book entry system, the Auditor may attempt to establish a securities depository/book entry relationship with another qualified Depository. If the Auditor does not or is unable to do so, the Auditor, after making provision for notification of the beneficial owners by the then Depository and any other arrangements deemed necessary, shall permit withdrawal of the Notes from the Depository, and shall cause the Notes in bearer or payable form to be signed by the officers authorized to sign the Notes and delivered to the assigns of the Depository or its nominee, all at the cost and expense (including any costs of printing), if the event is not the result of City action or inaction, of those persons requesting such issuance.

The Auditor is also hereby authorized and directed, to the extent necessary or required, to enter into any agreements determined necessary in connection with the book entry system for the Notes, after determining that the signing thereof will not endanger the funds or securities of the City.

SECTION 6. The Notes shall be sold at not less than par plus accrued interest (if any) at private sale by the Auditor in accordance with law and the provisions of this Ordinance, the Certificate of Award and/or the Note Purchase Agreement (if any). The Auditor shall sign the Certificate of Award referred to in Section 3 fixing the interest rate or rates which the Notes shall bear and evidencing that sale to the original purchaser, cause the Notes to be prepared, and have the Notes signed and delivered, together with a true transcript of proceedings with reference to the issuance of the Notes if requested by the original purchaser, to the original purchaser upon payment of the purchase price.

To the extent it is determined necessary by the Auditor in the Certificate of Award, the Mayor and the Auditor are authorized to sign and deliver, in the name and on behalf of the City, the note purchase agreement (the "Note Purchase Agreement") between the City and the original purchaser, in a form as is approved by the Mayor and the Auditor, providing for the sale to, and the purchase by, the original purchaser of the Notes. Any such changes to the Note Purchase Agreement are not materially adverse to the interests of the City and are approved by the Mayor and the Auditor shall be evidenced conclusively by the signing of the Note Purchase Agreement by the Mayor and the Auditor.

The Mayor, the Auditor, the Director of Law, the Treasurer, the Clerk of Council and other City officials, as appropriate, and any person serving in an interim or acting capacity for any such official, each are authorized and directed to sign any transcript certificates, financial statements and other documents and instruments and to take such actions as are necessary or appropriate to consummate the transactions contemplated by this Ordinance. Any actions heretofore taken by the Mayor, the Auditor, the Director of Law, the Treasurer, the Clerk of Council and other City official, as appropriate, in doing any and all acts necessary in connection with the issuance and sale of the Notes are hereby ratified and confirmed. The Auditor is authorized, if it is determined to be in the best interest of the City, to combine the issue of Notes with one or more other note issues of the City into a consolidated note issue pursuant to Section 133.30(B) of the Ohio Revised Code.

To the extent that the Auditor determines that it would be in the best interest of the City and elects to utilize the Ohio Market Access Program (the "Ohio Market Access Program") which is administered by the Treasurer of the State of Ohio (the "Treasurer"), the Mayor and the Auditor are authorized to sign and deliver, in the name and on behalf of the City, the Standby Note Purchase Agreement (the "Standby Note Purchase Agreement") in substantially the form as presented to this Council with such changes as are not materially adverse to the City and as may be approved by the officers of the City executing the Standby Note Purchase Agreement. The City acknowledges the agreement of the Treasurer in the Standby Note Purchase Agreement that, in the event the City is unable to repay the principal amount and accrued and unpaid interest of the Notes at their maturity, whether through its own funds or through the issuance of other obligations of the City, the Treasurer agrees to (a) purchase the Notes from the holders or beneficial owners thereof upon their presentation to the Treasurer for such purchase at a price of par plus accrued interest to maturity or (b) purchase renewal notes of the City in a principal amount not greater than the principal amount of the Notes plus interest due at maturity, with such renewal notes bearing interest at the Renewal Note Rate (as defined in the Standby Note Purchase Agreement), maturing not more than one year after the date of their issuance, and being prepayable at any time with 30 days' notice, provided that in connection with the Treasurer's purchase of such renewal notes the City shall deliver to the Treasurer an unqualified opinion of nationally recognized bond counsel that (i) such renewal notes are the legal, valid and binding general obligations of the City, and the principal of and interest on such renewal notes, unless paid from other sources, are to be paid from the proceeds of the levy of ad valorem taxes, within the ten-mill limitation imposed by law, on all property subject to ad valorem taxes levied by the City and (ii) interest on the renewal notes is excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code, as amended, to the same extent that interest on the Notes is so excluded.

The officers signing the Notes are authorized to take all actions that may in their judgment reasonably be necessary to provide for the Standby Note Purchase Agreement,

including but not limited to the inclusion of a notation on the form of the Notes providing notice to the holders or beneficial owners of the existence of the Standby Note Purchase Agreement and providing instructions to such holders or beneficial owners regarding the presentation of the Note for purchase by the Treasurer at stated maturity.

SECTION 7. The proceeds from the sale of the Notes received by the City (or withheld by the original purchaser or deposited with the Paying Agent, in each case on behalf of the City) shall be paid into the proper fund or funds, and those proceeds are appropriated and shall be used for the purpose for which the Notes are being issued. The Certificate of Award and the Note Purchase Agreement (if any) may authorize the original purchaser to (a) withhold certain proceeds from the sale of the Notes or (b) remit certain proceeds from the sale of the Notes to the Paying Agent, in each case to provide for the payment of certain financing costs on behalf of the City. If proceeds are remitted to the Paying Agent in accordance with this Section 7, the Paying Agent shall be authorized to create a fund in accordance with the Certificate of Award for that purpose. Any portion of those proceeds received by the City (after payment of those financing costs) representing premium or accrued interest shall be paid into the Bond Retirement Fund.

SECTION 8. The City shall use reasonable efforts to sell and issue the Bonds or renewal notes at such times, in such amounts and bearing interest at such rates, and containing such additional provisions, as may be necessary to provide sufficient moneys to pay all the debt charges on the Notes when due after allowing for any other funds that may be lawfully available and appropriated for that purpose. The par value to be received from the sale of the Bonds or of any renewal notes and any excess funds resulting from the issuance of the Notes shall, to the extent necessary, be used to pay the debt charges on the Notes at maturity and are pledged for that purpose.

SECTION 9. During the year or years in which the Notes are outstanding, there shall be levied on all the taxable property in the City, in addition to all other taxes, the same tax that would have been levied if the Bonds had been issued without the prior issuance of the Notes. The tax shall be within the ten-mill limitation imposed by law, shall be and is ordered computed, certified, levied and extended upon the tax duplicate and collected by the same officers, in the same manner, and at the same time that taxes for general purposes for each of those years are certified, levied, extended and collected, and shall be placed before and in preference to all other items and for the full amount thereof. The proceeds of the tax levy shall be placed in the Bond Retirement Fund, which is irrevocably pledged for the payment of the debt charges on the Notes or the Bonds when and as the same fall due.

In each year to the extent receipts from the City's municipal income tax are available for the payment of the debt charges on the Notes or the Bonds and are appropriated for that purpose, the amount of the property tax described above shall be reduced by the amount of such receipts so available and appropriated in compliance with the following covenant. To the extent necessary, the debt charges on the Notes or the Bonds shall be paid from municipal income taxes of the City lawfully available therefor under the Constitution and laws of the State of Ohio; and the City hereby covenants, subject and pursuant to such authority, including particularly Section 133.05(B)(7) of the Ohio Revised Code, to appropriate annually from such municipal income taxes such amount as is necessary to meet such annual debt charges.

Nothing in the preceding paragraph in any way diminishes the irrevocable pledge of the full faith and credit and general property taxing power of the City to the prompt payment of the debt charges on the Notes or the Bonds.

SECTION 10. The City covenants that it will use, and will restrict the use and investment of, the proceeds of the Notes in such manner and to such extent as may be necessary so that (a) the Notes will not (i) constitute private activity bonds or arbitrage bonds under Sections 141 or 148 of the Internal Revenue Code of 1986, as amended (the "Code") or (ii) be treated other than as bonds the interest on which is excluded from gross income under Section 103 of the Code, and (b) the interest on the Notes will not be an item of tax preference under Section 57 of the Code.

The City further covenants that (a) it will take or cause to be taken such actions that may be required of it for the interest on the Notes to be and remain excluded from gross income for federal income tax purposes, (b) it will not take or authorize to be taken any actions that would adversely affect that exclusion, and (c) it, or persons acting for it, will, among other acts of compliance, (i) apply the proceeds of the Notes to the governmental purpose of the borrowing, (ii) restrict the yield on investment property, (iii) make timely and adequate payments to the federal government, (iv) maintain books and records and make calculations and reports and (v) refrain from certain uses of those proceeds, and, as applicable, of property financed with such proceeds, all in such manner and to the extent necessary to assure such exclusion of that interest under the Code.

The Auditor or any other officer of the City having responsibility for issuance of the Notes is hereby authorized (a) to make or effect any election, selection, designation, choice, consent, approval, or waiver on behalf of the City with respect to the Notes as the City is permitted to or required to make or give under the federal income tax laws, including, without limitation thereto, any of the elections available under Section 148 of the Code, for the purpose of assuring, enhancing or protecting favorable tax treatment or status of the Notes or interest thereon or assisting compliance with requirements for that purpose, reducing the burden or expense of such compliance, reducing the rebate amount or payments or penalties with respect to the Notes, or making payments of special amounts in lieu of making computations to determine, or paying, excess earnings as rebate, or obviating those amounts or payments with respect to the Notes, which action shall be in writing and signed by the officer, (b) to take any and all other actions, make or obtain calculations, make payments, and make or give reports, covenants and certifications of and on behalf of the City, as may be appropriate to assure the exclusion of interest from gross income and the intended tax status of the Notes, and (c) to give one or more appropriate certificates of the City, for inclusion in the transcript of proceedings for the Notes, setting forth the reasonable expectations of the City regarding the amount and use of all the proceeds of the Notes, the facts, circumstances and estimates on which they are based, and other facts and circumstances relevant to the tax treatment of the interest on and the tax status of the Notes. The Auditor or any other officer of the City having responsibility for issuance of the Notes is specifically authorized to designate the Notes as "qualified tax-exempt obligations" if such designation is applicable and desirable, and to make any related necessary representations and covenants.

SECTION 11. The Auditor is authorized to request a rating for the Notes from Moody's Ratings or S&P Global Ratings, or both, as the Auditor determines is in the best interest of the City. The expenditure of the amounts necessary to secure any such ratings as well as to pay the other financing costs (as defined in Section 133.01 of the Ohio Revised Code)

in connection with the Notes is hereby authorized and approved and the amounts necessary to pay those costs are hereby appropriated from the proceeds of the Notes, if available, and otherwise from available moneys in the General Fund.

SECTION 12. The legal services of the law firm of Squire Patton Boggs (US) LLP are hereby retained. Those legal services shall be in the nature of legal advice and recommendations as to the documents and the proceedings in connection with the authorization, sale and issuance of the Notes and securities issued in renewal of the Notes and rendering at delivery related legal opinions, all as set forth in the form of engagement letter from that firm which is now on file in the office of the Clerk of Council. In providing those legal services, as an independent contractor and in an attorney-client relationship, that firm shall not exercise any administrative discretion on behalf of this City in the formulation of public policy, expenditure of public funds, enforcement of laws, rules and regulations of the State of Ohio, any county or municipal corporation or of this City, or the execution of public trusts. For those legal services, that firm shall be paid just and reasonable compensation and shall be reimbursed for actual out-of-pocket expenses incurred in providing those legal services. To the extent they are not paid or reimbursed pursuant to the Note Purchase Agreement (if any) and/or the Certificate of Award, the Auditor is authorized and directed to make appropriate certification as to the availability of funds for those fees and any reimbursement and to issue an appropriate order for their timely payment as written statements are submitted by that firm. The amounts necessary to pay those fees and any reimbursement are hereby appropriated from the proceeds of the Notes, if available, and otherwise from available moneys in the General Fund.

SECTION 13. The services of Bradley Payne, LLC, as municipal advisor, are hereby retained. The municipal advisory services shall be in the nature of financial advice and recommendations in connection with the issuance and sale of the Notes. In rendering those municipal advisory services, as an independent contractor, that firm shall not exercise any administrative discretion on behalf of the City in the formulation of public policy, expenditure of public funds, enforcement of laws, rules and regulations of the State of Ohio, the City or any other political subdivision, or the execution of public trusts. That firm shall be paid just and reasonable compensation for those municipal advisory services and shall be reimbursed for the actual out-of-pocket expenses it incurs in rendering those municipal advisory services. To the extent they are not paid or reimbursed pursuant to the Note Purchase Agreement (if any) and/or the Certificate of Award, the Auditor is authorized and directed to make appropriate certification as to the availability of funds for those fees and any reimbursement and to issue an appropriate order for their timely payment as written statements are submitted by that firm. The amounts necessary to pay those fees and any reimbursement are hereby appropriated from the proceeds of the Notes, if available, and otherwise from available moneys in the General Fund.

SECTION 14. The Clerk of Council is directed to promptly deliver a certified copy of this Ordinance to the County Auditor of Fairfield County, Ohio.

SECTION 15. This Council determines that all acts and conditions necessary to be done or performed by the City or to have been met precedent to and in the issuing of the Notes in order to make them legal, valid and binding general obligations of the City have been performed and have been met, or will at the time of delivery of the Notes have been performed and have been met, in regular and due form as required by law; that the full faith and credit and general property taxing power (as described in Section 9) of the City are pledged for the timely

payment of the debt charges on the Notes; and that no statutory or constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Notes.

SECTION 16. This Council finds and determines that all formal actions of this Council and any of its committees concerning and relating to the passage of this Ordinance were taken in an open meeting of this Council or any of its committees, and that all deliberations of this Council and of any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law, including Section 121.22 of the Ohio Revised Code.

SECTION 17. This Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the City, and for the further reason that this Ordinance is required to be immediately effective in order to issue and sell the Notes, which is necessary to enable the City to facilitate the timely execution of one or more contracts relating to the Improvement; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

Passed: 4-21-2025 after 3 reading. Vote: Yeas 9 Nays 1

Approved: April 21, 2025

Clerk: [Signature] President of Council
Don G. McDaniel
Mayor

Offered by: [Signature]

Second by: [Signature]

Requested by Finance Committee

I, Anitra Scott, Clerk of Council do hereby certify that on _____, 2025 the Lancaster Eagle Gazette published the summary of this ordinance in accordance with Ohio Revised Code 731.24.

Clerk of Council

TEMPORARY RESOLUTION NO. 29-25

PERMANENT RESOLUTION NO. 31-25

A RESOLUTION TO APPROPRIATE FROM THE UNENCUMBERED BALANCE AND AMEND THE CERTIFICATE OF APPROPRIATIONS WITH THE COUNTY AUDITOR IN THE TIMBERTOP TIF FUND (3060)

WHEREAS, the 2024 Timbertop TIF settlement monies carried over into 2025 and need to be appropriated to meet the City's Timbertop TIF Fund commitments; now, therefore,

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

SECTION 1. That the City of Lancaster Auditor shall amend the Certificate of Appropriations with the County Auditor in the amount of Seventy-Six Thousand One Hundred Twenty-One Dollars and Forty-Three Cents (\$76,121.43) in the Timbertop TIF Fund (3060).

SECTION 2. That the City of Lancaster Auditor appropriate from the unencumbered balance in expense account 3060-9610-52070 (Reimb Timbertop TIF) in the amount of Seventy-Six Thousand One Hundred Twenty-One Dollars and Forty-Three Cents (\$76,121.43).

SECTION 3. That this resolution shall take effect and be in force from and after the earliest period allowed by law.

Passed: 4-21-2025 after 3 reading. Vote: Yeas 10 Nays 0

Date Approved: April 21, 2025

Clerk: [Signature]

[Signature]
President of Council

Don H. McDaniel
Mayor

Offered by: [Signature]

Second by: [Signature]

Requested by Finance Committee

TEMPORARY RESOLUTION NO. 37-25*

PERMANENT RESOLUTION NO. 34-25

A RESOLUTION TO AMEND THE CERTIFICATE OF APPROPRIATIONS WITH THE FAIRFIELD COUNTY AUDITOR AND APPROPRIATE FROM THE UNENCUMBERED BALANCE IN THE GENERAL FUND (1001), FOR THE ADDITION OF ~~TWO~~ ONE DEPUTY CLERK POSITIONS WITHIN THE MUNICIPAL CLERK'S OFFICE, AND TO DECLARE AN EMERGENCY

WHEREAS, due to new responsibilities being imposed by House Bill 29 which will become effective on April 9, 2025, the Municipal Court Clerk is requesting a budget adjustment to cover salary and benefits for ~~two (2)~~ one (1) new Deputy Clerk, I positions for the remaining ~~seventeen (17)~~ sixteen (16) pay periods in 2025; now, therefore,

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

SECTION 1. That the City of Lancaster Auditor shall amend the Certificate of Appropriations with the County Auditor for the General Fund (1001) in the amount of ~~One Hundred Forty Seven Thousand Seven Hundred Sixty Dollars (\$147,760.00)~~ Forty-Eight Thousand and Three Dollars and Ninety-Nine Cents (\$48,003.99).

SECTION 2. That the City of Lancaster Auditor shall appropriate from the unencumbered balance in the following expense accounts:

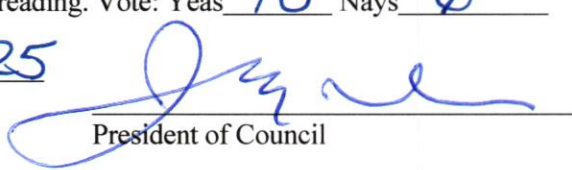
1001.2250.51002, Salaries/Staff	\$ 81,620.00
1001.2250.51050, PERS	\$ 11,450.00
1001.2250.51052, Health Ins.	\$ 51,840.00
1001.2250.51053, Medicare	\$ 1,200.00
1001.2250.51055, Workers Compensation	\$ 1,650.00
TOTAL	\$147,760.00

1001.2250.51002, Salaries/Staff	\$ 26,683.20
1001.2250.51050, PERS	\$ 3,735.65
1001.2250.51052, Health Ins.	\$ 16,611.20
1001.2250.51053, Medicare	\$ 386.91
1001.2250.51055, Workers Compensation	\$ 587.03
TOTAL	\$ 48,003.99

SECTION 3. That this resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, and welfare of the City and for the further reason that this resolution is necessary to enable immediate hiring for the new positions; wherefore, this resolution shall take effect and be in force immediately upon its adoption and approval by the Mayor.

Passed: 4-21-25 after 2 reading. Vote: Yeas 10 Nays 0

Date Approved: April 21, 2025


President of Council

Clerk:

Carl A. Hoff

Offered by:

~~Don G. McDaniel~~

Second by:

Jim Fulton

Requested by Finance Committee

Don G. McDaniel

Mayor

TEMPORARY RESOLUTION NO. 44-25

PERMANENT RESOLUTION NO. 35-25

A RESOLUTION TO APPROPRIATE FROM THE UNENCUMBERED BALANCE, AMEND THE CERTIFICATE WITH THE COUNTY AUDITOR IN THE CEMETERY FUND (2007), TO AUTHORIZE THE SERVICE-SAFETY DIRECTOR TO PURCHASE A REPLACEMENT VEHICLE FOR USE BY THE CEMETERY DEPARTMENT SUPERVISOR, AND TO DECLARE AN EMERGENCY

WHEREAS, on March 27, 2025, the Cemetery Supervisor's vehicle was involved in an accident while the vehicle was parked at Piper's Service Center awaiting service; and

WHEREAS, Selective Insurance has classified the vehicle as a total loss and has offered a settlement in the amount of Nineteen Thousand Five Hundred Eighty-Seven Dollars and Eighty Cents (\$19,587.80), which the City has accepted; and

WHEREAS, a replacement vehicle is essential to department operations and this expense was not anticipated nor budgeted for in the 2025 budget; and

WHEREAS, Lancaster Department of Transportation (LDOT) has obtained a quote from Hugh White Chevrolet to purchase a 2025 Chevrolet Silverado 1500 pick-up truck at a cost of Forty-Five Thousand Four Hundred Eighty-Seven Dollars (\$45,487.00); and

WHEREAS, the quote for this vehicle will expire on May 3, 2025; now, therefore,

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

SECTION 1. That the City of Lancaster Auditor shall amend the Certificate of Appropriations with the County Auditor in the amount of Forty-Six Thousand Dollars (\$46,000.00) in the Cemetery Fund (2007).

SECTION 2. That the City of Lancaster Auditor shall appropriate from the unencumbered balance in expense account 2007.4200.56030 (Equipment - Cemetery) in the amount of Forty-Six Thousand Dollars (\$46,000.00).

SECTION 3. That the Service-Safety Director is hereby authorized to purchase a replacement vehicle and equipment for use by the Cemetery Department Supervisor in an amount not to exceed Forty-Six Thousand Dollars (\$46,000.00).

SECTION 4. That this resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, and welfare of the City and for the further reason that this resolution is necessary to enable the City to purchase a vehicle for use by the Cemetery Department Supervisor to ensure continuous departmental operations; wherefore, this resolution shall take effect and be in force immediately upon its adoption and approval by the Mayor.

Passed: 4-21-2025 after 1 reading. Vote: Yeas 10 Nays 0

Date Approved: April 21, 2025

Clerk:

Carl A. Pfl

President of Council

Mayor

Don H. McDaniel

Offered by:

May R. Turner

Second by:

Carl M. Ault

Requested by Public Works Committee

TEMPORARY RESOLUTION NO. 33-25

PERMANENT RESOLUTION NO. 36-25

A RESOLUTION TO AMEND PERMANENT RESOLUTION 70-22 AUTHORIZING THE SERVICE-SAFETY DIRECTOR TO ENTER INTO AN ENGINEERING AGREEMENT FOR VARIOUS CONSTRUCTION ADMINISTRATION AND INSPECTION SERVICES DURING THE NORTH WATER TREATMENT PLANT REPLACEMENT PROJECT, AND TO INCREASE ESTIMATED RECEIPTS, APPROPRIATE FROM THE UNENCUMBERED BALANCE, AND AMEND THE CERTIFICATE OF OTHER SOURCES AND APPROPRIATIONS WITH THE COUNTY AUDITOR IN THE WATER UTILITY RESERVE FUND (6027)

WHEREAS, Permanent Resolution 70-22 authorized a contract amount not to exceed Six Million Five Hundred Thousand Dollars (\$6,500,000.00) for engineering construction administration and inspection services on the North Water Treatment Plant (NWTP) Replacement Project; and

WHEREAS, engineering construction administration and inspection costs for the NWTP Replacement Project will exceed the original budget due to an increase in the scope of the engineer's work to include the following: hiring an HVAC commissioning agent, providing additional plant start-up assistance, providing additional programming services, supporting development of the Miller Park landscaping plan, coordinating asset management information related to the plant, handling additional submittals to the City Building Department, and administering a large number of City-requested changes, as well as accounting for the potential extension of the project schedule; and

WHEREAS, City Council's approval of an engineering contract amendment for these additional construction administration and inspection services is necessary for the City to successfully complete the construction of the NWTP; and

WHEREAS, to ensure the City's engineering consultant can be paid through the end of the project, City Council is being asked to authorize the use of up to Two Million Five Hundred Thousand Dollars (\$2,500,000.00) in additional funds; now, therefore,

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

SECTION 1. That Section 1 of Permanent Resolution 70-22 be amended to read as follows:

"SECTION 1. That the Service-Safety Director be and is hereby authorized to enter into an engineering agreement and all necessary contract amendments for a total amount not to exceed Nine Million Dollars (\$9,000,000.00) for all necessary construction administration and inspection services for the NWTP Replacement Project."

SECTION 2. That the City of Lancaster Auditor shall amend the Certificate of Appropriations with the County Auditor in the amount of Two Million Five Hundred Thousand Dollars (\$2,500,000.00) in the Water Utility Reserve Fund (6027).

SECTION 3. That the City of Lancaster Auditor increase estimated receipts in the amount of Two Million Five Hundred Thousand Dollars (\$2,500,000.00) in revenue account 6027.0000.43024 (OWDA Reimb – Water Utility Reserve).

SECTION 4. That the City of Lancaster Auditor appropriate from the unencumbered balance in the amount of Two Million Five Hundred Thousand Dollars (\$2,500,000.00) in expense account 6027.0360.56003 (Miller/Water Works Improv).

SECTION 5. That this resolution shall take effect and be in force from passage and approval by the Mayor.

Passed: May 5, 2025 after 3 reading. Vote: Yeas 89 Nays 0

Date Approved: May 5, 2025

Clerk: [Signature] [Signature]
President of Council
Jon H. McFarland
Mayor

Offered by: Michael W. [Signature]

Second by: [Signature]

Requested by Water/Water Pollution Control Committee

TEMPORARY RESOLUTION NO. 35-25

PERMANENT RESOLUTION NO. 38-25

A RESOLUTION AUTHORIZING THE SERVICE-SAFETY DIRECTOR TO DISPENSE WITH COMPETITIVE BIDDING AND ENTER INTO A CONTRACT WITH ROSENBAUER SOUTH DAKOTA, LLC FOR THE PURCHASE OF A 2026 ROSENBAUER COMMANDER PUMPER TRUCK FOR USE BY THE LANCASTER FIRE DEPARTMENT; TO APPROPRIATE FUNDS; AND TO DECLARE AN EMERGENCY

WHEREAS, Lancaster Fire Department (LFD) needs to purchase a new fire engine to make a scheduled replacement of the current front-line apparatus; and

WHEREAS, this equipment is available through the Sourcewell Cooperative Purchasing Program, which is a statutorily recognized exception to Ohio's competitive bidding requirements and authorized by Lancaster City Council Permanent Resolution 7-24; now, therefore,

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

SECTION 1. That the Service-Safety Director is hereby authorized and directed to dispense with competitive bidding and enter into a contract with Rosenbauer South Dakota, LLC, for the purchase of a 2026 Rosenbauer Commander pumper truck through the Sourcewell Cooperative Purchasing Program, for use by LFD, in an amount not to exceed Nine Hundred Eighty-Five Thousand Dollars (\$985,000.00).

SECTION 2. That the City of Lancaster Auditor shall amend the Certificate of Appropriations with the County Auditor in the amount of Nine Hundred Eighty-Five Thousand Dollars (\$985,000.00) in the Fire Impact- District One Fund (3022).

SECTION 3. That the City of Lancaster Auditor shall appropriate from the unencumbered balance in the amount of Nine Hundred Eighty-Five Thousand Dollars (\$985,000.00) in expense account 3022.9270.56050 (Vehicles - Fire Impact).

SECTION 4. That this resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, and welfare of the City and for the further reason that this resolution is necessary to enable timely purchase and delivery of the needed equipment; wherefore, this resolution shall take effect and be in force immediately upon its adoption and approval by the Mayor.

Passed: 5-5-2025 after 3 reading. Vote: Yeas 9 Nays 0

Date Approved: May 5, 2025

Clerk: [Signature] President of Council

Jon G. McJanif
Mayor

Offered by: [Signature]

Second by: Mary R. Tilner

Requested by Safety Committee

3 readings

TEMPORARY RESOLUTION NO. 35-25
~~34-25~~

PERMANENT RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE SERVICE-SAFETY DIRECTOR TO DISPENSE WITH COMPETITIVE BIDDING AND ENTER INTO A CONTRACT WITH ROSENBAUER SOUTH DAKOTA, LLC FOR THE PURCHASE OF A 2026 ROSENBAUER COMMANDER PUMPER TRUCK FOR USE BY THE LANCASTER FIRE DEPARTMENT, TO APPROPRIATE FUNDS AND TO DECLARE AN EMERGENCY

WHEREAS, Lancaster Fire Department (LFD) would like to purchase a new fire engine to replace a current front-line apparatus; and

WHEREAS, this equipment is available through the Sourcewell Cooperative Purchasing Program, which is a statutorily recognized exception to Ohio's competitive bidding requirements and authorized by Lancaster City Council Permanent Resolution 7-24; now, therefore,

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

SECTION 1. That the Service-Safety Director be and is hereby authorized and directed to dispense with competitive bidding and enter into a contract with Rosenbauer South Dakota, LLC, for the purchase of a 2026 Rosenbauer Commander pumper truck through the Sourcewell Cooperative Purchasing Program, for use by LFD, in an amount not to exceed Nine Hundred Eighty-Five Thousand Dollars (\$985,000.00).

SECTION 2. That the City of Lancaster Auditor amend the Certificate of Appropriations with the County Auditor in the amount of Nine Hundred Eighty-Five Thousand Dollars (\$985,000.00) in the Fire Impact- District One Fund (3022).

SECTION 3. That the City of Lancaster Auditor appropriate from the unencumbered balance in the amount of Nine Hundred Eighty-Five Thousand Dollars (\$985,000.00) in expense account 3022.9270.56050 (Vehicles- Fire Impact).

SECTION 4. That this resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, and welfare of the City and for the further reason that this resolution is necessary to enable timely purchase and delivery of the needed equipment; wherefore, this resolution shall take effect and be in force immediately upon its adoption and approval by the Mayor.

Passed: _____ after _____ reading. Vote: Yeas _____ Nays _____

Date Approved: _____

President of Council

Clerk: _____

Mayor

Offered by: _____

Second by: _____

Requested by Safety Committee

REQUEST FOR PREPARATION OF LEGISLATION

REQUESTS ARE REQUIRED TO BE IN THE LAW DIRECTOR'S OFFICE BY NOON THE MONDAY PRIOR TO THE NEXT COUNCIL MEETING. THOSE REQUESTS RECEIVED AFTER THE DEADLINE WILL NOT BE PROCESSED UNTIL THE NEXT MEETING.

WE NOW ACCEPT EMAIL COPIES VERSUS ORIGINALS

1. DATE: April 1, 2025

2. ☐ ORDINANCE ☒ RESOLUTION

Readings Requested: 3

3. EMERGENCY ☒ YES ☐ NO

4. PLEASE CHECK BELOW BOXES A-H THAT APPLY: Make sure to include in box I below the account(s)/fund name(s) and number(s) with your description.

A. ☐ Decrease/Increase Approp.

B. ☐ Apply for grant funding

C. ☐ Then & Now Resolution

D. ☐ Go Out for bid/contract amount not to exceed \$ _____

E. ☐ Create a new Fund _____

F. ☒ Appropriate from unencumbered balance in expense account # 3022-9270-56050 in the amount of \$ 985000 & Amend the Certificate of Appropriations w/ the County Auditor in Fund # 3022

G. ☐ Increase Estimated Receipts in revenue account # _____ in the amount of \$ _____, Appropriate from unencumbered balance in expense account # _____ in the amount of \$ _____ & Amend the Certificate of Other Sources and Appropriations w/ the County Auditor in Fund # _____

H. ☐ Other - Explain below in Section I:

I. DESCRIPTION: Account(s)/fund number(s) & name(s) must be listed for the above section. Description for legislation. **Please include language as to why this legislation is necessary and what it will accomplish.** A resolution authorizing the service-safety director to dispense with competitive bidding and enter into a contract with Rosenbauer to purchase a 2026 Rosenbauer Commander pumper truck.

* See Attached

5. HAS AN APPROPRIATION BEEN MADE: ☐ YES ☐ NO ☐ N/A

ALL SIGNATURES MUST APPEAR BELOW PRIOR TO SUBMISSION TO THE LAW DIRECTOR'S OFFICE FOR PREPARATION. Telephone approval accepted with notation marked below. Forms submitted without all signatures will not be processed and returned to department to obtain those signatures.

Person completing this form

Fire Chief Slade Schultz

Committee Sponsoring & Council Person Sponsoring

Safety: Joe Bizjak

Service-Safety Director Approval

Auditor Approval of above language

Martens, Liz

From: Schultz, Slade
Sent: Wednesday, April 2, 2025 7:48 AM
To: Council Clerk; Hall, Stephanie; Harden, Mitch; Martens, Liz; McDaniel, Don; Nettles, Tricia; Porter, Jeff; Stoughton, Tom; Wolfinger, Robert; Woody, Carrie
Cc: Bizjak, Joe; Tener, Becky; Sollie, Thomas
Subject: Legislation request to purchase a fire engine
Attachments: 2025 Rosenbauer Legislation.pdf; TR 44-10.pdf; Updated Rosenbauer Purchase Order.pdf

All,

Lancaster Fire is ready to move forward with the purchase of a new fire engine to replace a front-line apparatus. After doing our due-diligence we have chosen Rosenbauer as the manufacturer. This legislation is to purchase in full from fire impact funds to get a discounted price of \$985,000. The attachment is a resolution to purchase a medic, for comparable language purposes only. Three readings is fine. If there are any questions, please let me know.

Respectfully submitted,

Slade Schultz, OFE, OFC
Fire Chief
Lancaster Fire Department
1596 E. Main St.
Lancaster, Ohio 43130
(740)687-6640 ext 4315
(740)438-4440



CONFIDENTIALITY NOTICE: This message, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply e-mail and destroy all copies of the original message.



PURCHASE ORDER

Purchaser		SUPPLIER	
Purchaser:	Lancaster Fire Dept.	Contract #:	Sourcewell Contract #: 113021-RSD
Address 1:	1596 E. Main St.	Supplier:	Rosenbauer South Dakota, LLC
Address 2:		Address 1:	100 3rd Street
City, State, Zip:	Lancaster , Ohio 43130	Address 2:	
		City, State, Zip:	Lyons, SD 57041

Purchase Order Number:	5152025	Delivery in Calendar Days, after receipt and acceptance of Order:	488
Date:	4/2/2025	Member #	124580

The amount in this proposal shall remain firm for a period of 30 days from the date of same.

Quantity	Description	Price	Price (Extended)
1	One (1) Rosenbauer Pumper, complete with Rosenbauer Commander chassis per attached specifications.	\$1,030,450.00	\$1,030,450.00
If a 100% payment is made within 10 days of signing the PO deduct \$47,790.00 from the above pricing. To ensure a 9-15-26 completion date at the factory the PO must be signed no later than 5-15-25			
TOTAL			\$1,030,450.00

NOTES:	Included in the above pricing is a tariff surcharge in the amount of \$60,510.00. If the tariffs are recinded or reduced you will get up to the surcharge amount listed refunded to you.
---------------	--

Rosenbauer Dealer :	All-American Fire Equipment
Salesperson:	Charlie Chapman
Signature:	

Purchaser:	Lancaster Fire Dept.
Print Name:	
Title:	
Date	
Signature:	

Martens, Liz

From: Hall, Stephanie
Sent: Tuesday, April 1, 2025 4:54 PM
To: McDaniel, Don
Cc: Martens, Liz
Subject: RE: New Firetruck Legislation: *Update*

Great. Since they are a part of a joint cooperative purchasing program we participate in, we can dispense with competitive bidding. I'll make the legislation reflect this. Thanks.



Stephanie L. Hall
Law Director & City Prosecutor
City of Lancaster
Law Director & Prosecutor's Office
136 West Main Street
Lancaster, Ohio 43130
(P) 740-687-6616 ext. 3016
slhall@ci.lancaster.oh.us
www.ci.lancaster.oh.us/LawDirector

Confidentiality Notice: This e-mail message is intended by the Law Director's Office for use only by the individual or entity to which it is addressed. This message may contain information that is privileged and/or confidential. It is not intended for transmission to, or receipt by, anyone other than the named addressee (or a person authorized to receive and deliver it to the named addressee). If you have received this transmission in error, please delete it from your system without copying, printing, or forwarding it, and notify the sender of the error by reply e-mail or by calling (740) 687-6616. Thank you!

From: McDaniel, Don <dmcdaniel@ci.lancaster.oh.us>
Sent: Tuesday, April 1, 2025 4:52 PM
To: Hall, Stephanie <slhall@ci.lancaster.oh.us>
Subject: Fwd: New Firetruck Legislation: *Update*

From Chief Schultz

We do not have to go to competitive bidding, Rosenbauer is part of Sourcewell, Contract#: 113021-RSD.

I didn't really know much about them until Trish mentioned Sourcewell in passing today and I did a little research. <https://mn.sourcewell.org/cooperative-purchasing>

Slade Schultz, OFE, OFC
Fire Chief
Lancaster Fire Department
1596 E. Main St.
Lancaster, Ohio 43130
(740)687-6640 ext 4315
(740)438-4440

Sent from my iPhone

Begin forwarded message:

From: "Schultz, Slade" <sschultz@ci.lancaster.oh.us>

Date: April 1, 2025 at 3:50:30 PM EDT

To: "McDaniel, Don" <dmcdaniel@ci.lancaster.oh.us>

Subject: Re: New Firetruck Legislation: *Update*

We do not have to go to competitive bidding, Rosenbauer is part of Sourcewell, Contract#: 113021-RSD.

I didn't really know much about them until Trish mentioned Sourcewell in passing today and I did a little research. <https://mn.sourcewell.org/cooperative-purchasing>

Slade Schultz, OFE, OFC

Fire Chief

Lancaster Fire Department

1596 E. Main St.

Lancaster, Ohio 43130

(740)687-6640 ext 4315

(740)438-4440

TEMPORARY RESOLUTION NO. 44-10

PERMANENT RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE SERVICE-SAFETY DIRECTOR TO DISPENSE WITH COMPETITIVE BIDDING AND ENTER INTO A CONTRACT WITH HORTON EMERGENCY VEHICLES FOR THE PURCHASE OF AN EMERGENCY MEDICAL VEHICLE FOR USE BY THE FIRE DEPARTMENT, AND APPROPRIATE FUNDS

WHEREAS, the State Cooperative Purchasing Program provides the opportunity for municipalities to participate in contracts of the State of Ohio for the purchase of equipment, machinery, material, supplies, or other articles, and;

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

SECTION 1. That the Service-Safety Director be and is hereby authorized and directed to dispense with competitive bidding and enter into a contract with Horton Emergency Vehicles, for the purchase of an emergency medical vehicle, from the State Cooperative Purchasing Program, for use by the fire department, in an amount not to exceed Two Hundred Ten Thousand Dollars (\$210,000.00).

SECTION 2. That from the money now on hand and estimated to come into the Improvement Fund Project .15 Fire Levy Carry-Over, there be and hereby is appropriated the sum of Two Hundred Ten Thousand Dollars (\$210,000.00), into Account Number 317.066.5601, for the purpose of purchasing an emergency medical vehicle for the Fire Department.

SECTION 3. That this resolution shall take effect and be in force from and after the earliest period allowed by law.

Passed: _____ after _____ reading. Vote: Yeas _____ Nays _____

Date Approved: _____

Clerk: _____

President of Council

Mayor

Offered by: _____

Second by: _____

Requested by Safety Committee

TEMPORARY RESOLUTION NO. 36-25

PERMANENT RESOLUTION NO. 39-25

A RESOLUTION TO APPROPRIATE FROM THE UNENCUMBERED BALANCE, AMEND THE CERTIFICATE OF APPROPRIATIONS WITH THE COUNTY AUDITOR IN THE GENERAL FUND (1001) TO REIMBURSE THE LANCASTER PORT AUTHORITY FOR PAYING ITS PROPORTIONAL SHARE FOR THE FAIRFIELD COUNTY HOUSING STUDY

WHEREAS, Fairfield County has commissioned a housing study to analyze the present and future housing needs in the unincorporated areas of the County and has offered to include the City of Lancaster in that study in exchange for financial support; and

WHEREAS, the City and Lancaster Port Authority's proportionate share of the study is Twenty Thousand Dollars, and due to the timing of the contract, the Lancaster Port Authority has already paid the requested sum in anticipation of reimbursement for half that amount, or Ten Thousand Dollars (\$10,000.00) from the City; now, therefore,

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

SECTION 1. That the City of Lancaster Auditor shall amend the Certificate of Appropriations with the County Auditor in the General Fund (1001) in the amount of Ten Thousand Dollars (\$10,000.00).

SECTION 2. That the City of Lancaster Auditor shall appropriate from the unencumbered balance in expense account 1001.8040.52034 (Contractual Services – Economic Development) in the amount of Ten Thousand Dollars (\$10,000.00).

SECTION 3. That this resolution shall take effect and be in force from and after the earliest period allowed by law.

Passed: 5-5-2025 after 3 reading. Vote: Yeas 8 Nays 1

Date Approved: May 5, 2025

Clerk: [Signature] President of Council
Don G. McDaniel

Mayor

Offered by: [Signature]

Second by: [Signature]

Requested by Finance Committee

TEMPORARY RESOLUTION NO. 39-25

PERMANENT RESOLUTION NO. 41-25

A RESOLUTION TO INCREASE RECEIPTS, APPROPRIATE FUNDS IN THE WASTEWATER RESERVE FUND (6029), AMEND THE CERTIFICATE OF OTHER SOURCES AND APPROPRIATIONS WITH THE COUNTY AUDITOR, AND AUTHORIZE PAYMENT OF BILLS WITH THEN AND NOW CERTIFICATES FOR THE OHIO WATER DEVELOPMENT LOAN FOR THE SOLIDS HANDLING FACILITY UPGRADE PROJECT

WHEREAS, the City of Lancaster is entering into a loan agreement with the Ohio Water Development Authority (OWDA) for the construction of the Solids Handling Facility Upgrade on Lawrence Street; and

WHEREAS, funds received from the OWDA loan will need to be appropriated within the Wastewater Reserve Fund (6029) in order to reimburse that fund for payments made to the Engineer and the Contractor in 2025 for audit purposes; now, therefore,

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

SECTION 1. That the City of Lancaster Auditor shall amend the Certificate of Other Sources and Appropriations with the County Auditor in the amount of Eleven Million Three Hundred Nineteen Thousand Four Hundred Dollars (\$11,319,400.00) in the Wastewater Revenue Fund (6029).

SECTION 2. That the City of Lancaster Auditor appropriate from the unencumbered balance in the following expense accounts:

6029.0920.56004,	Lawrence St WPCF	\$ 1,279,400.00
6029.0940.56021,	OWDA Reimbursement	<u>\$10,040,000.00</u>
	Total	\$11,319,400.00

SECTION 3. That the City of Lancaster Auditor shall increase receipts in revenue account 6029.0000.43024 (OWDA Reimb – Waste Water Utility Reserve) in the amount of Eleven Million Three Hundred Nineteen Thousand Four Hundred Dollars (\$11,319,400.00).

SECTION 4. That City Council hereby authorizes the issuance of Then and Now Certificates for purchase orders for contracts covered by the OWDA loan to accommodate reimbursement payments from the loan to pay invoices on those contracts.

SECTION 5. That this resolution shall take effect and be in force from and after the earliest period allowed by law.

Passed: 5-19-2025 after 3 reading. Vote: Yeas 10 Nays 0

Date Approved: may 19, 2025

Clerk: [Signature]

Offered by: Michael Wing

Second by: Ray E. Che

Requested by Water/Water Pollution Control Committee

[Signature]
President of Council
Don H. McDaniel
Mayor

TEMPORARY RESOLUTION NO. 40-25

PERMANENT RESOLUTION NO. 42-25

A RESOLUTION TO INCREASE RECEIPTS, APPROPRIATE FUNDS IN THE STORMWATER UTILITY RESERVE FUND (6019), AMEND THE CERTIFICATE OF OTHER SOURCES AND APPROPRIATIONS WITH THE COUNTY AUDITOR, AND AUTHORIZE PAYMENT OF BILLS WITH THEN AND NOW CERTIFICATES FOR THE OHIO WATER DEVELOPMENT LOAN FOR THE EAST MAIN STREET SEWER SEPARATION PROJECT

WHEREAS, the City of Lancaster is entering into a loan agreement with the Ohio Water Development Authority (OWDA) for the construction of the East Main Street Sewer Separation Project; and

WHEREAS, funds received from the OWDA loan will need to be appropriated within the Stormwater Utility Reserve Fund (6019) in order to reimburse that fund for payments made to the Engineer and the Contractor in 2025 for audit purposes; now, therefore,

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

SECTION 1. That the City of Lancaster Auditor shall amend the Certificate of Other Sources and Appropriations with the County Auditor in the amount of Three Million One Hundred Eighty-Three Thousand One Hundred Ninety-Nine Dollars (\$3,183,199.00) in the Stormwater Repair and Improvement Fund (6019).

SECTION 2. That the City of Lancaster Auditor shall appropriate from the unencumbered balance in the following expense accounts:

6019.0450.56006	Combined Sewer Projects	\$ 679,375.00
6019.0450.56021	OWDA Reimbursement	<u>\$2,503,824.00</u>
	Total	\$3,183,199.00

SECTION 3. That the City of Lancaster Auditor shall increase receipts in revenue account 6019.0450.43024 (OWDA Reimbursement - Stormwater) in the amount of Three Million One Hundred Eighty-Three Thousand One Hundred Ninety-Nine Dollars (\$3,183,199.00).

SECTION 4. That City Council hereby authorizes the issuance of Then and Now Certificates for purchase orders for contracts covered by the OWDA loan to accommodate reimbursement payments from the loan to pay invoices on those contracts.

SECTION 5. That this resolution shall take effect and be in force from and after the earliest period allowed by law.

Passed: 5-19-2025 after 3 reading. Vote: Yeas 10 Nays 0

Date Approved: may 19, 2025

Clerk: [Signature]

[Signature]
President of Council

Don A. McLaughlin
Mayor

Offered by: Michael Wigg

Second by: Mary R. Turner

Requested by Water/Water Pollution Control Committee

TEMPORARY RESOLUTION NO. 43-25

PERMANENT RESOLUTION NO. 45-25

A RESOLUTION TO AMEND THE CERTIFICATE OF APPROPRIATIONS WITH THE COUNTY AUDITOR, APPROPRIATE FROM THE UNENCUMBERED BALANCE, INCREASE RECEIPTS, COMPLETE A FUND TRANSFER IN THE CDBG LOAN REPAY REVOLVING ACCOUNT FUND (2075) AND IN THE COMMUNITY DEVELOPMENT BLOCK GRANT FUND (2073) AND DECLARE AN EMERGENCY

WHEREAS, the City of Lancaster Community Development Department has been notified by the U.S. Department of Housing and Urban Development (HUD) that they must spend program income before spending grant funds on projects and other allowable expenses; and

WHEREAS, funds need to be transferred from the CDBG Loan Repay Revolving Account Fund (2075) to the Community Development Block Grant Fund (2073) in order to utilize funds for current and upcoming projects; now, therefore,

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

SECTION 1. That the City of Lancaster Auditor shall appropriate from the unencumbered balance in the CDBG Loan Repay Revolving Account Fund (2075) in expense account 2075.8010.59046 (Transfers – Community Development) in the amount of Twenty-Five Thousand Dollars (\$25,000.00).

SECTION 2. That the City of Lancaster Auditor shall amend the Certificate of Appropriations with the County Auditor in the amount of Twenty-Five Thousand Dollars (\$25,000.00) in the CDBG Loan Repay Revolving Account Fund (2075).

SECTION 3. That the City of Lancaster Auditor shall complete a Fund-to-Fund transfer from expense account 2075.8010.59046 (Transfer – Community Development) to revenue account 2073.8010.43001 (Fed Grant (projects) – Comm Dev Bl Gt) in the amount of Twenty-Five Thousand Dollars (\$25,000.00).

SECTION 4. That the City of Lancaster Auditor shall amend the Certificate of Other Sources and Appropriations with the County Auditor in the amount of Twenty-Five Thousand Dollars (\$25,000.00) in the Community Development Block Grant Fund (2073).

SECTION 5. That the City of Lancaster Auditor shall increase receipts in the revenue account 2073.8010.43001 (Fed Grant (projects) – Comm Dev Bl Gt) in the amount of Twenty-Five Thousand Dollars (\$25,000.00).

SECTION 6. That the City of Lancaster Auditor shall appropriate from the unencumbered balance in the amount of Twenty-Five Thousand Dollars (\$25,000.00) in expense account 2073.8010.56090 (Fed Grant (projects) – Comm Dev Bl Gt).

SECTION 7. That this resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, and welfare of the City and for the further reason that this resolution is necessary to enable funds to be transferred

and accessed in a timely manner in order to utilize funds for ongoing community development projects and expenses; wherefore, this resolution shall take effect and be in force immediately upon its adoption and approval by the Mayor.

Passed: 5/19/2025 after 3 reading. Vote: Yeas 10 Nays 0

Date Approved: May 19, 2025

Clerk: [Signature]

[Signature]
President of Council

Don H. McDaniel

Mayor

Offered by: Shayra Hoop

Second by: Michael Wing

Requested by Economic Development Committee

TEMPORARY RESOLUTION NO. 45-25

PERMANENT RESOLUTION NO. 46-25

A RESOLUTION TO APPROPRIATE FROM THE UNENCUMBERED BALANCE IN THE GENERAL FUND (1001), INCREASE RECEIPTS, APPROPRIATE FROM THE UNENCUMBERED BALANCE IN THE HEALTH INSURANCE MANAGEMENT FUND (7022) AND AMEND THE CERTIFICATE OF APPROPRIATIONS WITH THE COUNTY AUDITOR

WHEREAS, this appropriation request is to pay for old, self-insured life policies that were in old prior collective bargaining agreements; and

WHEREAS, the original 2025 budget that was set is insufficient to pay for incoming 2025 life insurance claims. Additional monies need to be appropriated to cover current claims and up to three more claims; now, therefore,

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

SECTION 1. That the City of Lancaster Auditor amend the Certificate of Appropriations with the County Auditor in the amount of Eleven Thousand Dollars (\$11,000.00) in the General Fund (1001).

SECTION 2. That the City of Lancaster Auditor appropriate from the unencumbered balance in expense account 1001.9900.59032 (Trans/Fund 7022 Life Ins Prior) in the amount of Eleven Thousand Dollars (\$11,000.00).

SECTION 3. That the City of Lancaster Auditor amend the Certificate of Other Sources and Appropriations with the County Auditor in the amount of Eleven Thousand Dollars (\$11,000.00) in the Health Insurance Management Fund (7022).

SECTION 4. That the Lancaster City Auditor increase receipts in revenue account 7022.0000.49086 (Transfers/General Fund) in the amount of Eleven Thousand Dollars (\$11,000.00).

SECTION 5. That the City of Lancaster Auditor appropriate from the unencumbered balance in expense account 7022.1870.52045 (Retired Life Prior 04) in the amount of Eleven Thousand Dollars (\$11,000.00).

SECTION 6. That this resolution shall take effect and be in force from and after the earliest period allowed by law.

Passed: 5-19-2025 after 3 reading. Vote: Yeas 10 Nays 0

Date Approved: May 19, 2025

Clerk: [Signature] President of Council
Don H. McJannet
Mayor

Offered by: Sue L. White

Second by: M. J.

Requested by Administrative Services Committee

TEMPORARY RESOLUTION NO. 47-25

PERMANENT RESOLUTION NO. 47-25

A RESOLUTION TO INCREASE RECEIPTS, APPROPRIATE FROM THE UNENCUMBERED BALANCE AND AMEND THE CERTIFICATE OF OTHER SOURCES AND APPROPRIATIONS WITH THE COUNTY AUDITOR IN THE TIMBERTOP TIF FUND (3060)

WHEREAS, the 2025 Timbertop TIF settlement monies happened to be more than the City anticipated receiving from the County; and

WHEREAS, for that reason, the City needs to increase the 2025 revenue and appropriation budgets in order to process the TIF payments; now, therefore,

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

SECTION 1. That the City of Lancaster Auditor shall amend the Certificate of Other Sources and Appropriations with the County Auditor in the amount of One Hundred Fifty-Three Thousand Four Hundred Eighty-Two Dollars and Forty-One Cents (\$153,482.41) in the Timbertop TIF Fund (3060).

SECTION 2. That the City of Lancaster Auditor shall increase receipts in revenue account 3060.0000.41028 (TIF Net Service Payments) in the amount of One Hundred Fifty-Three Thousand Four Hundred Eighty-Two Dollars and Forty-One Cents (\$153,482.41).

SECTION 3. That the City of Lancaster Auditor shall appropriate from the unencumbered balance in expense account 3060.9610.52070 (Reimb Timbertop TIF) in the amount of One Hundred Fifty-Three Thousand Four Hundred Eighty-Two Dollars and Forty-One Cents (\$153,482.41).

SECTION 4. That this resolution shall take effect and be in force from and after the earliest period allowed by law.

Passed: 5-19-2025 after 2 reading. Vote: Yeas 10 Nays 0

Date Approved: May 19, 2025

Clerk: [Signature]

[Signature]
President of Council

[Signature]
Mayor

Offered by: [Signature]

Second by: [Signature]

Requested by Finance Committee

TEMPORARY RESOLUTION NO. 53-25

PERMANENT RESOLUTION NO. 52-25

A RESOLUTION TO APPROPRIATE FROM THE UNENCUMBERED BALANCE IN THE .45 POLICE & FIRE LEVY 2021 FUND (2051), TO AMEND THE CERTIFICATE OF APPROPRIATIONS WITH THE FAIRFIELD COUNTY AUDITOR, AND TO DECLARE AN EMERGENCY

WHEREAS, a budget adjustment is necessary to cover costs of construction for the maintenance and storage facility for the Lancaster Fire Department (LFD); and

WHEREAS, the engineer's estimate for this project was Six Hundred Sixty-Three Thousand Four Hundred Seventy Dollars and Fifty-Six Cents (\$663,470.56) and the City received one bid for Five Hundred Ninety-Nine Thousand Dollars (\$599,000.00); and

WHEREAS, Temporary Resolution 52-25 will authorize the Service-Safety Director to enter into a contract for construction in an amount not to exceed Six Hundred Sixty Thousand Dollars (\$660,000.00) to account for contingencies; and

WHEREAS, only Three Hundred Sixty Thousand Dollars (\$360,000.00) was appropriated for this project in the 2025 budget; now, therefore,

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

SECTION 1. That the City of Lancaster Auditor shall amend the Certificate of Appropriations with the County Auditor for the .45 Police & Fire Levy 2021 Fund (2051) in the amount of Three Hundred Thousand Dollars (\$300,000.00).

SECTION 2. That the City of Lancaster Auditor shall appropriate from the unencumbered balance in expense account 2051.3500.56010 (Building - Fire) in the amount of Three Hundred Thousand Dollars (\$300,000.00).

SECTION 3. That this resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, and welfare of the City and for the further reason that funds must be appropriated in order to allow construction to proceed in a timely manner; wherefore, this resolution shall take effect and be in force immediately upon its adoption and approval by the Mayor.

Passed: 6-9-2025 after 2 reading. Vote: Yeas 9 Nays 1

Date Approved: June 9, 2025

Clerk: [Signature] Pro Temp President of Council

Offered by: [Signature] Acting Mayor

Second by: [Signature]

Requested by Finance Committee

TEMPORARY RESOLUTION NO. 49-25

PERMANENT RESOLUTION NO. 55-25

A RESOLUTION TO INCREASE RECEIPTS, APPROPRIATE FROM THE UNENCUMBERED BALANCE, AMEND THE CERTIFICATE OF OTHER SOURCES AND APPROPRIATIONS WITH THE COUNTY AUDITOR IN THE GENERAL FUND (1001) FOR THE ONE TIME STRATEGIC COMMUNITY INVESTMENTS GRANT PROGRAM, AND TO DECLARE AN EMERGENCY

WHEREAS, the City of Lancaster was awarded One Hundred Fifty Thousand Dollars (\$150,000.00) in House Bill 2 One Time Strategic Community Investments Grant Program funds to support the cost of restoration to the historic bell and clock in the City Hall tower; and

WHEREAS, a submission for a release of the One Hundred Fifty Thousand Dollars (\$150,000.00) was submitted to the Office of Management and Budgets on May 7, 2025; now, therefore,

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

SECTION 1. That the City of Lancaster Auditor shall amend the Certificate of Other Sources and Appropriations with the County Auditor in the amount of One Hundred Fifty Thousand Dollars (\$150,000.00) in the General Fund (1001).

SECTION 2. That the City of Lancaster Auditor shall increase receipts in revenue account 1001.0000.43010 (State Grants) in the amount of One Hundred Fifty Thousand Dollars (\$150,000.00).

SECTION 3. That the City of Lancaster Auditor shall appropriate from the unencumbered balance in expense account 1001.1450.56020 (Improvements - City Hall) in the amount of One Hundred Fifty Thousand Dollars (\$150,000.00).

SECTION 4. That this resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, and welfare of the City and for the further reason that this resolution is necessary to enable the City to receive and utilize these grant funds upon approval of the funding request; wherefore, this resolution shall take effect and be in force immediately upon its adoption and approval by the Mayor.


Passed: 6-23-2025 after 3 reading. Vote: Yeas 9 Nays 0

Date Approved: June 23, 2025

Clerk




President of Council


Mayor

Offered by: 

Second by: 

Requested by Finance Committee

TEMPORARY RESOLUTION NO. 56-25

PERMANENT RESOLUTION NO. 57-25

A RESOLUTION TO APPROPRIATE FROM THE UNENCUMBERED BALANCE AND AMEND THE CERTIFICATE OF APPROPRIATIONS WITH THE COUNTY AUDITOR IN THE STORM WATER FUND (6006) FOR PAYMENT OF COMPENSATORY TIME

WHEREAS, the 2025 budget for the Storm Water Fund (6006) needs to be adjusted to address an oversight in the amount that was budgeted for the payment of comp time (i.e. overtime) hours; now, therefore,

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

SECTION 1. That the City of Lancaster Auditor shall amend the Certificate of Appropriations with the County Auditor in the Storm Water Fund (6006) in the amount of Two Thousand Five Hundred Dollars (\$2,500.00).

SECTION 2. That the City of Lancaster Auditor shall appropriate from the unencumbered balance in expense account 6006.6400.51003 (Overtime) in the amount of Two Thousand Five Hundred Dollars (\$2,500.00).

SECTION 3. That this resolution shall take effect and be in force from and after the earliest period allowed by law.

Passed: 6-23-2025 after 2 reading. Vote: Yeas 9 Nays 0

Date Approved: June 23, 2025

Clerk: [Signature]

[Signature]
President of Council

Don G. McDaniel
Mayor

Offered by: Michael Wing

Second by: [Signature]

Requested by: Water/Water Pollution Control Committee

OFFICIAL CERTIFICATE OF ESTIMATED RESOURCESREVISED CODE SECTION 5705.36

County Auditor's Office, Fairfield County, Ohio

Date: 07/14/25

Fiscal Year: 2025

Taxing Authority: Village Of Carroll

Submitted By: Crystal Roberts

The following is the "Official Certificate of Estimated Resources" for the fiscal year beginning fiscal year 2025 as revised by the Budget Commission of Fairfield County, which shall govern the total of appropriations made at any time during the fiscal year:

Funds	Unencumbered Balance	Taxes	Rollbacks & Other Sources	Total
General Fund	\$1,019,617.59	\$24,500.00	\$488,000.00	\$1,532,117.59
Special Revenue Fund	\$164,481.79	\$0.00	\$6,129,946.00	\$6,294,427.79
Enterprise Fund	\$162,107.01	\$0.00	\$408,877.91	\$570,984.92
Total All Funds	\$1,346,206.39	\$24,500.00	\$7,026,823.91	\$8,397,530.30

Mary E. Dawson Treasurer

Village Of Carroll

Box 367

Carroll, Ohio, 43112



Budget Commission:



Fiscal Year: 2025

Certificate Submission

County Auditor's Office, Fairfield County, Ohio

Date: 07/14/25

Fiscal Year: 2025
Taxing Authority: Village Of Carroll
Submitted By: Crystal Roberts

Fund	Prev. Years Est. Ending Cash Bal	Advances	Est. Carryover Encumbrances	Start of Year Est. Unencumbered Bal	Est. Taxes	Est. Rollbacks	Other Taxes	Est. Other Sources	Total Est. Receipts	Total Available Source	Approp. Budget	Unappropriated Balance	Warning
General Fund													
1000 General Fund	\$1,019,617.59	\$0.00	\$0.00	\$1,019,617.59	\$24,500.00	\$3,000.00	\$0.00	\$485,000.00	\$512,500.00	\$1,532,117.59	\$1,051,42 2.48	\$480,695.11	
Special Revenue Fund													
2011 - Street Fund	\$110,438.04	\$0.00	\$0.00	\$110,438.04	\$0.00	\$0.00	\$0.00	\$60,000.00	\$60,000.00	\$170,438.04	\$170,438. 04	\$0.00	
2051 - Federal Grants	\$1,367.69	\$0.00	\$0.00	\$1,367.69	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,367.69	\$1,367.69	\$0.00	
2081 - Drug Law Enforcement	\$1,514.64	\$0.00	\$0.00	\$1,514.64	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,514.64	\$1,514.60	\$0.04	
2101 - MV Permissive Tax Fund	\$36,796.80	\$0.00	\$0.00	\$36,796.80	\$0.00	\$0.00	\$0.00	\$11,500.00	\$11,500.00	\$48,296.80	\$48,296.8 2	-\$0.02	EXCEEDS
2151-CDBG Grant Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$750,000.00	\$750,000.00	\$750,000.00	\$0.00	\$750,000.00	
2152- American Rescue Act	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,304,146.00	\$3,304,146.00	\$3,304,146.00	\$0.00	\$3,304,146.00	

2153-OWDA OSG Grant	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,000,000.00	\$1,000,000.00	\$1,000,000.00	\$0.00	\$1,000,000.00	
2154-OWDA H2O Grant	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,000,000.00	\$1,000,000.00	\$1,000,000.00	\$0.00	\$1,000,000.00	
2271 - Enforcement & Education	\$3,408.88	\$0.00	\$0.00	\$3,408.88	\$0.00	\$0.00	\$0.00	\$2,700.00	\$2,700.00	\$6,108.88	\$6,108.88	\$0.00	
2901 - Mayor's Court Computer Fund	\$10,955.74	\$0.00	\$0.00	\$10,955.74	\$0.00	\$0.00	\$0.00	\$1,600.00	\$1,600.00	\$12,555.74	\$12,555.74	\$0.00	
Enterprise Fund													
5101 - Water Fund	\$63,592.52	\$0.00	\$0.00	\$63,592.52	\$0.00	\$0.00	\$0.00	\$174,000.00	\$174,000.00	\$237,592.52	\$237,592.52	\$0.00	
5201 - Sewer Fund	\$89,959.06	\$0.00	\$0.00	\$89,959.06	\$0.00	\$0.00	\$0.00	\$234,600.00	\$234,600.00	\$324,559.06	\$324,559.06	\$0.00	
5601 - Capacity Charge / New on Line	\$328.36	\$0.00	\$0.00	\$328.36	\$0.00	\$0.00	\$0.00	\$277.91	\$277.91	\$606.27	\$606.27	\$0.00	
5781 - Utilities Deposit Fund	\$7,552.07	\$0.00	\$0.00	\$7,552.07	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$7,552.07	\$7,552.07	\$0.00	
5902 - Replacement & Improvement (Sewer)	\$675.00	\$0.00	\$0.00	\$675.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$675.00	\$675.00	\$0.00	
Total All Funds	\$1,346,206.39	\$0.00	\$0.00	\$1,346,206.39	\$24,500.00	\$3,000.00	\$0.00	\$7,023,823.91	\$7,051,323.91	\$8,397,530.30	\$1,862,689.17	\$6,534,841.13	EXCEEDS

PY 2024 Residential Public Infrastructure Program

State of Ohio Community Development Block Grant (CDBG) Program Grant Agreement

This Grant Agreement (the "Agreement") is made and entered into between the Ohio Department of Development (the "Grantor") and **Village of Carroll** (the "Grantee") for the period **January 1, 2025 to February 28, 2027**.

Background Information

- A. Pursuant to the provisions of the Housing and Community Development Act of 1974, as amended, (the "Act"), the United States Department of Housing and Urban Development ("HUD") has been authorized by the Congress of the United States to make grants to states for community and economic development and has made available a grant to the State of Ohio through Grantor.
- B. Grantor's agreement with HUD to receive and disburse said funds is Grant Number B-24-DC-39-0001 for the period beginning July 1, 2024, and ending Sept. 1, 2031.
- C. Grantor, through its Office of Community Development, has been designated and empowered to receive, administer, and disburse block grant funds for community and economic development activities to units of general local government in non-entitlement areas of Ohio, and to provide technical assistance to them in connection with community and economic development programs.
- D. Grantee has submitted to Grantor an application, which is not attached hereto but is incorporated herein by reference as if fully set forth herein, setting forth a list of activities (herein referred to individually as "Project" or collectively as "Projects"), and Grantor has approved the Project(s).

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

Statement of the Agreement

- 1. **Award of Grant Funds.** Grantor hereby grants funds to Grantee in the amount of **\$750,000** (the "Grant Funds"), for the sole and express purpose of providing for the performance of the program listed above and undertaking the Project(s) as listed in **Attachment A: Scope of Work and Budget**, which is attached hereto, made a part hereof, and incorporated herein by reference. The award of the Grant Funds shall be contingent upon the special conditions set forth in **Attachment B: Program Requirements**, attached hereto, made a part hereof and incorporated herein by reference, which must be complied with in full.
- 2. **Scope of Work.** Grantee shall undertake the Project(s) as listed in Attachment A and the application. Grantor may, from time to time, as it deems appropriate and necessary, communicate specific instructions and requests, and provide guidance and direction to Grantee concerning the performance of the work described in this Agreement. Within a reasonable period, Grantee shall comply with such instructions and fulfill such requests to the satisfaction of Grantor. These instructions and requests are to ensure the satisfactory completion of the work contemplated under this Agreement.

PY 2024 Residential Public Infrastructure Program

3. **Use of Grant Funds.** The Grant Funds shall be used solely for the stated purposes set forth in this Agreement and Attachment A, and the expenditures shall be supported by contracts, invoices, vouchers, and other data as appropriate, including the reports listed in accordance with the schedule set forth in **Attachment C: Reporting Requirements**, which is attached hereto, made a part hereof and incorporated herein by reference, evidencing the costs incurred. All interest earned on the Grant Funds shall be remitted to the U.S. Department of Housing and Urban Development (HUD), as specified by Grantor. If the Grant Funds are not expended in accordance with the terms, conditions and period set forth in this Agreement or the total amount of the Grant Funds exceeds the eligible costs of the Project(s), the amounts improperly expended or not expended shall be returned to Grantor within 30 days after the expiration or termination of this Agreement. Grantee shall not pledge the Grant Funds as security for any loan or debt of any kind other than that described in this Agreement. Grantee shall require delivery before payment is made for purchased goods, equipment, or services unless the Grantee obtains satisfactory security from the vendor.
4. **Term.** The parties agree that the term of this Agreement shall be the Grant Period. Grantee shall not incur any expenses to be reimbursed with the Grant Funds except during the Grant Period. Exceptions are outlined in **Policy Notice 20-01: Grant Operations and Financial Management Policy**.
5. **Payment of Grant Funds.** Payment to Grantee of the Grant Funds shall be made upon the timely submission to Grantor of a draw request. Grantor reserves the right to suspend payments should Grantee fail to provide required reports in a timely and adequate fashion or if Grantee fails to meet other terms and conditions of this Agreement.
6. **Accounting of Grant Funds.** Grant Funds shall be deposited and maintained in a separate fund account upon the books and records of Grantee (the "Account"). Grantee shall keep all records of the Account in a manner that is consistent with generally accepted accounting principles. All disbursements from the Account shall be for obligations incurred in the performance of this Agreement and shall be supported by contracts, invoices, vouchers, and other data, as appropriate, evidencing the necessity of such expenditure. Grantor may withhold payment requests if Grantee fails to comply with the above requirements until such compliance is demonstrated.
7. **Reporting Requirements.** Grantee shall submit to Grantor the reports required in Attachment C. All records of the Grantee shall be maintained in accordance with **Policy Notice 20-01: Grant Operations and Financial Management Policy**.
8. **Grantee Requirements.** Grantee shall comply with Grantor's Program Policy Notices, located online at <https://development.force.com/OCDTA/s/>, which may be amended and updated from time to time. Grantee shall comply with assurances and certifications contained in **Attachment D: Grantee Assurances and Certifications** and **Attachment E: Local Government Certifications to the State**, which are attached hereto and made a part hereof.
9. **Records, Access, and Maintenance.** Pursuant to 24 CFR 570.490, Grantee shall establish, and physically control for at least three years from the final close out of this Agreement such records as are required by Grantor, including but not limited to, financial reports, intake and participant information, program and audit reports. The parties further agree that records required by Grantor with respect to any questioned costs, audit disallowances, litigation or dispute between Grantor and Grantee shall be maintained for the time needed for the resolution of any such issue. If for any reason Grantor shall require a review of the records related to the

PY 2024 Residential Public Infrastructure Program

Project(s), Grantee shall, at its own cost and expense, segregate all such records related to the Project(s) from its other records of operation.

10. **Inspections.** At any time during normal business hours upon three days prior written notice and as often as Grantor may deem necessary and in such a manner as not to interfere unreasonably with the normal business operations, Grantee shall make available to Grantor, and to appropriate state agencies or officials, for examination, all of its records with respect to matters covered by this Agreement including, but not limited to, records of personnel and conditions of employment and shall permit Grantor to audit, examine and make excerpts or transcripts from such records.
11. **Audits.** An audited Grantee shall submit to the Federal Audit Clearinghouse and make available for public inspection a copy of the audit, data collection form and reporting package as described in **2 CFR 200 Subpart F – Audit Requirements** within the earlier of 30 days after receipt of the auditor's report(s) or nine months after the end of the audit period. In addition, Grantees must notify the Grantor when their audit reporting package is submitted to the Federal Audit Clearinghouse. Notification should be sent to singleaudit@development.ohio.gov and must take place within seven days following submission of the reporting package to the Federal Audit Clearinghouse. In lieu of or in addition to the notification, Grantees may electronically submit their single audit report to singleaudit@development.ohio.gov or mail one copy of the single audit report to Special Projects Coordinator, Audit Office, P. O. Box 1001, Columbus, Ohio 43216-1001.
12. **Equal Employment Opportunity.** Grantee will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, age, military status, ancestry, veteran status, or any other factor specified in **Section 125.111 of the Ohio Revised Code, in the Civil Rights Act of 1964, as amended, or in section 504 of the Rehabilitation Act of 1973, as amended, and in any subsequent legislation pertaining to civil rights.** Grantee will take affirmative action to ensure that applicants are considered for employment and that employees are treated during employment, without regard to the aforementioned classes. Grantee will, in all solicitations or advertisements for employees placed by or on behalf of Grantee, state that all qualified applicants will receive consideration for employment without regard to the aforementioned classes. Grantee will incorporate the requirements of this paragraph in all its respective contracts for any of the work for which the Grant Funds are expended (other than subcontracts for standard commercial supplies or raw materials), and the Grantee will require all its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.
13. **Prevailing Wage Rates and Labor Standards.** In the commission of any Project(s) wherein federal funds are used to finance construction work as defined in the **Code of Federal Regulations (CFR) Title 29, Part 5** to the extent that such activity is subject to the **Davis-Bacon Act (40 United States Code (U.S.C.) 3141 to 3148, as amended)**, all laborers and mechanics employed by contractors or subcontractors on any such construction work assisted under this Agreement shall be paid the wages that have been determined by the U.S. Secretary of Labor to be the wages prevailing for the corresponding classes of laborers and mechanics employed on project(s) of a character similar to the contract work in the civil subdivision of the state wherein the work is to be performed. In addition, all laborers and mechanics employed by contractors or subcontractors on such construction work assisted under this Agreement shall be paid overtime compensation in accordance with the provisions of the **Contract Work Hours and Safety Standards Act, 40 U.S.C. 3701 to 3708.** Furthermore, Grantee shall require that all

PY 2024 Residential Public Infrastructure Program

contractors and subcontractors shall comply with all regulations issued pursuant to these acts and with other applicable federal and state laws and regulations.

In the event that the construction work to be undertaken does not lie within the purview of the Davis-Bacon Act, and neither the federal government nor any of its agencies prescribes predetermined minimum wages to be paid to mechanics and laborers to be employed in the construction work to be assisted by this Project(s), Grantee will comply with the provisions of **Ohio Revised Code (ORC) Sections 4115.03 to 4115.16**, inclusive, as applicable, with respect to the payment of all mechanics and laborers employed in such construction work.

- 14. Use of Federal Grant Funds.** Grantee acknowledges that this Agreement involves the use of federal funds and as such, is subject to audit by the agency of the United States Government granting the funds to Grantor for the purposes of performing the work and activities as listed in Attachment A. Grantee shall be responsible for any cost of Grantee which is disallowed by said federal agency and which must be refunded thereto by Grantor.
- 15. Property and Equipment Purchases.** All items purchased by Grantee are and shall remain the property of Grantee, except if Grantor exercises its right to terminate this Agreement pursuant to paragraph 17, in which case all property and equipment purchased by Grantee with any Grant Funds herein awarded shall revert to Grantor. Grantee shall provide for the security and safekeeping of all items obtained through this Agreement.
- 16. Certification of Grant Funds.** None of the rights, duties and obligations described in this Agreement shall be binding on either party until all statutory provisions of the O.R.C., including but not limited to, Section 126.07, have been complied with, and until such time as all funds have been made available and are forthcoming from the appropriate state agencies.
- 17. Termination.**
 - a.** Grantor may immediately terminate this Agreement by giving reasonable written notice of termination to Grantee for any of the following occurrences:
 - 1) Failure of Grantee to fulfill in a timely and proper manner any of its obligations under this Agreement.
 - 2) Failure of Grantee to submit any report required by this Agreement that is complete and accurate.
 - 3) Failure of Grantee to use the Grant Funds for the stated purposes in this Agreement.
 - 4) Cancellation of the grant of funds from HUD.
 - b.** Early Termination: Grantor may also terminate this Agreement if Grantee (i) defaults under another Agreement between the Grantor and/or the Tax Credit Authority and Grantee and/or the Clean Ohio Council, (ii) admits Grantee's inability to pay its debts as such debts become due, (iii) Grantee commences a voluntary bankruptcy, (iv) an involuntary bankruptcy action occurs against Grantee which remains undismissed or unstayed for 60 days, (v) Grantee fails to meet the minimum funding requirements under the Employee Retirement Income Security Act or other such employee benefits plan, or (vi) Grantor has reason to believe Grantee has ceased operations at the Project location. The events permitting early termination by Grantor shall be considered a default by Grantee and subject to the Effects of Termination under Section 18 of this Agreement.

PY 2024 Residential Public Infrastructure Program

- c. Remedies for noncompliance; opportunity for hearing: Upon the exercise the corrective or remedial actions specified in 24 CFR 570.495, Grantee may be subject to the remedial actions enumerated under 24 CFR 570.496.

- 18. **Effects of Termination.** Within 60 days after termination of this Agreement, Grantee shall surrender all reports, documents, and other materials assembled and prepared pursuant to Agreement, which shall become the property of Grantor, unless otherwise directed by Grantor. After receiving written notice of termination, Grantee shall incur no new obligations and shall cancel as many outstanding obligations as possible. Upon compliance with this section, Grantee shall receive compensation for all activities satisfactorily performed prior to the effective date of termination.
- 19. **Forbearance Not a Waiver.** No act of forbearance or failure to insist on the prompt performance by Grantee of its obligations under this Agreement, either express or implied, shall be construed as a waiver by Grantor of any of its rights hereunder.
- 20. **Conflict of Interest.** No personnel of Grantee, contractor of Grantee or personnel of any such contractor, and no public official who exercises any functions or responsibilities in connection with the review or approval of any work completed under this Agreement, shall, prior to the completion of such work, voluntarily or involuntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge or fulfillment of their functions or responsibilities with respect to the completion of the work contemplated under this Agreement. Grantee shall immediately disclose in writing to Grantor any such person who, prior to or after the execution of this Agreement, acquires any personal interest, voluntarily or involuntarily. Grantee shall cause any such person who, prior to or after the execution of this Agreement, acquires any personal interest, voluntarily or involuntarily, to immediately disclose such interest to Grantor in writing. Thereafter, such person shall not participate in any action affecting the work under this Agreement unless Grantor determines that, considering the personal interest disclosed, their participation in any such action would not be contrary to the public interest. This Agreement shall, in addition to those obligations enumerated above, be subject to the provisions of 24 CFR 570.489(h). Additional information found in **Policy Notice 15-07: Resolving a Potential Conflict of Interest**.
- 21. **Liability.** Unless Grantee is an Ohio political sub-division and can prove to Grantor that it is self-insured, Grantee shall maintain liability and property insurance to cover actionable legal claims for liability or loss which are the result of injury to or death of any person, damage to property (including property of Grantor) caused by the negligent acts or omissions, or negligent conduct of Grantee, to the extent permitted by law, in connection with the activities of this Agreement. Furthermore, each party to this Agreement agrees to be liable for the negligent acts or negligent omissions by or through itself, its employees, agents, and subcontractors. Each party further agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent acts or omissions, and nothing in this Agreement shall impute or transfer any such liability from one to the other.
- 22. **Adherence to State and Federal Laws and Regulations.**
 - a. **General.** Grantee shall comply with all applicable federal, state, and local laws in the performance of Grantee's obligations under this Agreement, the completion of the Project and the operation of the Project if Grantee has any obligation to Grantor under this Agreement. Without limiting the generality of such obligation, Grantee shall pay or

PY 2024 Residential Public Infrastructure Program

cause to be paid all unemployment compensation, insurance premiums, workers' compensation premiums, income tax withholding, social security withhold, and any and all other taxes or payroll deductions required for all employees engaged by Grantee in connection with the Project, and Grantee shall comply with all applicable environmental, zoning, planning and building laws and regulations.

- b. **Ethics.** Grantee, by its signature on this document, certifies: (1) it has reviewed and understands the Ohio ethics and conflict of interest laws including, without limitation, **ORC Sections 102.01 et seq., 2921.01, 2921.42, 2921.421, 2921.43, and 3517.13(I) and (J)**, and (2) will take no action inconsistent with those laws, as any of them may be amended or supplemented from time to time. Grantee understands that failure to comply with the ethics and conflict of interest laws, is grounds for termination of this Agreement and the grant of funds made pursuant to this Agreement and may result in the loss of other contracts or grants with the State of Ohio.

- 23. **Outstanding Liabilities.** Grantee represents and warrants that it does not owe: (1) any delinquent taxes to the State of Ohio (the "State") or a political subdivision of the State; (2) any amount to the State or a state agency for the administration or enforcement of any environmental laws of the State; and (3) any other amount to the State, a state agency or a political subdivision of the State that are past due, whether or not the amounts owed are being contested in a court of law.
- 24. **Falsification of Information.** The Grantee represents and warrants that it has made no false statements to Grantor in the process of obtaining this award of the Grant Funds. If Grantee has knowingly made a false statement to Grantor to obtain this award of the Grant Funds, Grantee shall be required to return all the Grant Funds immediately pursuant to **ORC Section 9.66(C)(2)** and shall be ineligible for any future economic development assistance from the State, any state agency or a political subdivision pursuant to **ORC Section 9.66(C)(1)**. Any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to **ORC 2921.13(F)(1)**, which is punishable by a fine of not more than \$1,000 and/or a term of imprisonment of not more than 180 days.
- 25. **Public Records.** Grantee acknowledges that this Agreement and other records in the possession or control of Grantor regarding the Project are public records under **ORC 149.43** and are open to public inspection unless a legal exemption applies.
- 26. **Debarment.** Grantee certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency as defined in **2 CFR Part 180** and **2 CFR 2424**.
- 27. **Miscellaneous.**
 - a. **Governing Law.** This Agreement shall be governed by the laws of the State of Ohio as to all matters, including but not limited to matters of validity, construction, effect and performance.
 - b. **Forum and Venue.** Grantee irrevocably submits to the non-exclusive jurisdiction of any federal or state court sitting in Columbus, Ohio, in any action or proceeding arising out of or related to this Agreement, Grantee agrees that all claims in respect of such action or proceeding may be heard and determined in any such court, and Grantee irrevocably

PY 2024 Residential Public Infrastructure Program

waives any objection it may now or hereafter have as to the venue of any such action or proceeding brought in such court or that such court is an inconvenient forum. Nothing in this Agreement shall limit the right of Grantor to bring any action or proceedings against Grantee in the courts of any other jurisdiction. Any actions or proceedings by Grantee against Grantor or the State of Ohio involving, directly or indirectly, any matter in any way arising out of or related to this Agreement shall be brought only in a court in Columbus, Ohio.

- c. **Entire Agreement.** This Agreement, including its exhibits and documents incorporated into it by reference, constitutes the entire agreement and understanding of the parties with respect to its subject matter. Any prior written or verbal agreement, understanding or representation between the parties or any of their respective officers, agents, or employees is superseded and no such prior agreement, understanding or representation shall be deemed to affect or modify any of the terms or conditions of this Agreement.
- d. **Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.
- e. **Notices.** All notices, consents, demands, requests and other communications which may or are required to be given hereunder shall be in writing and shall be deemed duly given if personally delivered or sent by United States mail, registered or certified, return receipt requested, postage prepaid, to the addresses set forth hereunder or to such other address as the other party hereto may designate in written notice transmitted in accordance with this provision.
 - 1) In the case of Grantor, to:

Ohio Department of Development
Office of Community Infrastructure
77 South High Street, P.O. Box 1001
Columbus, Ohio 43216-1001
Attn: Deputy Chief
 - 2) In the case of Grantee, to:

Village of Carroll
68 Center Street Carroll, OH 43112
- f. **Amendments or Modifications.** Either party may at any time during the term of this Agreement request amendments or modifications, as described in the applicable State of Ohio Consolidated Plan Submission. Requests for amendment or modification of this Agreement shall be in writing and shall specify the requested changes and the justification of such changes. The parties shall review the request for modification in terms of the regulations and goals relating to the Project(s). Should the parties consent to modification of this Agreement, then an amendment shall be drawn, approved, and executed in the same manner as the original Agreement. Additional information found in **Policy Notice 20-01: Grant Operations and Financial Management Policy**.

PY 2024 Residential Public Infrastructure Program

- g. **Pronouns.** The use of any gender pronoun shall be deemed to include all the other genders, and the use of any singular noun or verb shall be deemed to include the plural, and vice versa, whenever the context so requires.
- h. **Headings.** Section headings contained in this Agreement are inserted for convenience only and shall not be deemed to be a part of this Agreement.
- i. **Assignment.** Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned, subcontracted or subgranted by Grantee without the prior express written consent of Grantor. Additional information can be found in **Policy Notice 15-01: Responsibility for Grant Administration.**
- j. **Permissible Expenses.** If “travel expenses,” as defined in **Ohio Administrative Code Section 126-1-02 (the “Expense Rule”)**, are a cost of the Project and are eligible for reimbursement with Grant Funds, Grantee shall be reimbursed accordingly. Grantee agrees that it shall not be reimbursed, and Grantor shall not pay any items that are deemed to be “non-reimbursable travel expenses” under the Expense Rule, whether purchased by the Grantee or Grantor or their respective employees or agents.
- k. **Binding Effect.** Each and all the terms and conditions of this Agreement shall extend to and bind and inure to the benefit of Grantee, its successors and permitted assigns.
- l. **Survival.** Any provision of this Agreement which, by its nature, is intended to survive the expiration or other termination of this Agreement, including, without limitation, any indemnification obligation, shall so survive and shall benefit the parties and their respective successors and permitted assigns.
- m. **Counterparts: PDF Accepted.** This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Copies of signatures sent by facsimile transmission or provided electronically in portable document format (“PDF”) shall be deemed to be originals for purposes of execution and proof of this Agreement.

[Signature Page to Follow]

PY 2024 Residential Public Infrastructure Program

Signature

Each of the parties has caused this Grant Agreement to be executed by its authorized representatives as of the dates set forth below their respective signatures.

Grantee:

Village of Carroll

Grantor:

State of Ohio
Department of Development

Authorized Official:

By:

E-SIGNED by Preston Barringer
on 2025-04-28 06:27:00 EST

E-SIGNED by Patrick Smith
on 2025-04-28 07:49:23 EST

Printed Name:

Printed Name:

Preston Barringer

Patrick Smith

Title:

Title:

Chief, Community Services Division

Date:

Date:

2025-04-28 06:27:00

2025-04-28 07:49:23

The remainder of this page is left intentionally blank.

PY 2024 Residential Public Infrastructure Program

Attachment A: Scope of Work and Budget

Grantee Information	
Grantee	Village of Carroll
Address	68 Center Street Carroll, OH 43112
County	Fairfield
Phone	
UEIN	NLUVUBS77DU6
FTI Number	31-6400359

Grant Information	
CFDA	14.228
Program	Residential Public Infrastructure Program
Grant Number	C-W-24-2PJ-1
Grant Award	\$750,000
Grant Source	Community Development Block Grant

Grant Performance Dates	
Award Date	January 1, 2025
Work Completion Date	December 31, 2026
Draw Date	January 31, 2027
Grant Completion Date	February 28, 2027

Project Description	
<p>The Village of Carroll requests \$750,000 to assist with the final phase of a wastewater system replacement project. Households in Carroll are currently being served by a grinder system that has consistent failures and results in sewage backups into residences. This final phase will replace the system with a more reliable gravity system. This project will benefit the 445 residents of the village that are 55.06% low- and moderate-income. The total cost of this project is \$3.05 million.</p>	

PY 2024 Residential Public Infrastructure Program

Source of Funds			
Provider	Amount	Fund Category	Fund Type
Ohio EPA	\$296,500	State and Local Funds	Loan
Ohio EPA	\$2,000,000	State and Local Funds	Grant
Grant Funds	\$750,000		

Awarded Program Budget				
Activity Name	Total Cost	CDBG Amount	Other Amount	Source of Other Amount
1-Phase 3 Sanitary Sewer Improvements/ 1-Sewer Fac. Improvements	\$3,016,500	\$720,000	\$2,296,500	Multiple Sources
2-Administration/ 1-General Admin	\$30,000	\$30,000	\$0	<i>Fairfield County Planning Dept.</i>
Total Awarded:	\$3,046,500	\$750,000	\$2,296,500	

Project Data			
Project Location	Beneficiaries	LMI Percent	National Objective
Phase 3 Sanitary Sewer Improvements	445	55.06 %	Area Wide Benefit (LMA)

Service Area			
Project Name	Activity Qualified	Census Tract Number/ Benefitting Jurisdiction	Block Group Number
1-Phase 3 Sanitary Sewer Improvements	Census	Carroll	ALL

Program Outcomes	
Project	Planned Outcomes
1-Sewer Sewer Fac. Improvements	7,409 Linear Feet

PY 2024 Residential Public Infrastructure Program

Attachment B: Program Requirements

1. **Grant Execution.** This Agreement must be signed by Grantee's authorized official, approved by its governing body, and returned to Grantor within 10 working days of receipt. Failure to do so may result in the cancellation of this Agreement.
2. **Environmental Review Requirements.** Grant activities cannot be implemented prior to an Environmental Release of Funds from Grantor. Drawdown requests from Grantee for specific activities under this Agreement will not be processed until Grantee's Environmental Review process has been appropriately completed and accepted by Grantor.
 - a. Grantee must submit a Request for Release of Funds (RROF) and/or Environmental Review Certification by **Feb. 15, 2025**, for all PY 2024 Community Development Block Grant (CDBG) Community Development Program activities not included in the Environmental Review Documentation and Certification Form for General Administration, Fair Housing, and Planning. Grantor will provide written notification if Grantee fails to meet the **Feb. 15, 2025**, deadline. Failure to meet the **Feb. 15, 2025**, deadline may reduce the likelihood Grantor will approve any request for extension or amendment of the Agreement. Failure to meet the **Feb. 15, 2025**, deadline will also affect the Grantee's administrative capacity rating, which may impact the Grantee's ability to apply successfully for competitive OCI-funded programs.
3. **Eligible Costs.** Expenditures may only be made for those activities contained in the Scope of Work.
 - a. In no case may expenditures be made for an activity considered ineligible under the CDBG regulations or not allowed under the State of Ohio Consolidated Plan. The current State of Ohio Consolidated Plan can be found on the Ohio Department of Development (Development) website here: <https://development.ohio.gov/community/community-resources/ohio-consolidated-plan>.
 - b. Amendments to the Scope of Work must be made in accordance with the procedures set in the State of Ohio Consolidated Plan. The current State of Ohio Consolidated Plan can be found on the Development website here: <https://development.ohio.gov/community/community-resources/ohio-consolidated-plan>. Additional information may be found in **Policy Notice 20-01: Grant Operations and Financial Management Policies and Procedures**.
 - c. The costs of preparing the application and environmental review may be incurred before the date of Grant Agreement execution.
4. **Fair Housing Requirements.** Grantees are required to affirmatively further fair housing and document actions and compliance. Listed below are the specific minimum requirements for Grantees receiving state CDBG program funds. Grantee shall:
 - a. Appoint a local fair housing coordinator who is an employee of the unit of general local government and will generally be accessible Monday through Friday. A qualified consultant or local agency may serve as the local fair housing coordinator, upon OCI's written approval. The local fair housing coordinator's name, address and phone number must appear in all fair housing materials and on the Grantee's official website.

PY 2024 Residential Public Infrastructure Program

- b. Conduct or update an analysis of impediments to fair housing choice (AI). The AI should identify policies, actions, omissions, or decisions that restrict housing choice based on race, color, religion, sex, national origin, disability, familial status, ancestry and military status. The AI should describe impediments to fair housing choice and include, at a minimum, jurisdictional background data and maps, a summary of fair housing complaints within the jurisdiction, and a plan of action – with a timetable – to address identified impediments. The AI must be updated annually. If the Grantee is not covered by an existing, OCI-approved AI, the Grantee must submit an AI within three months of a CDBG- or HOME-funded award.
 - c. Establish and implement a process to receive fair housing complaints and refer cases to the Ohio Civil Rights Commission, which is charged with investigation and enforcement. Records must describe the type of referral, copies of Housing Discrimination Complaint records (HUD-903 or equivalent), referral date and any follow-up action.
 - d. Design a fair housing training program that includes presentations to:
 - 1) Residents of areas in which CDBG or HOME activities are being undertaken, or to special populations affected by the activities;
 - 2) A minimum of three civic groups, organizations, or schools (per calendar year during the grant period);
 - 3) Participants in homebuyer education programs associated with Homeownership Assistance activities; and
 - 4) Property owners who participate in rental repair/rehabilitation projects.
 - 5) Records for each training session must contain an agenda, sign-in sheet, minutes, and a description of the audience.
 - e. Develop and distribute fair housing information and materials (e.g., posters, pamphlets, brochures, or other informational materials) to a minimum of 10 area agencies, organizations, or public events (e.g., county fair, post office, employment services office, etc.) quarterly throughout the grant period. A Community Development Allocation recipient that also receives a Community Housing Impact and Preservation (CHIP) Program award must include five additional area agencies, organizations, or public events in its distribution strategy. The local fair housing coordinator's telephone number (including a telephone number for the hearing impaired) must be included on all outreach materials. Records regarding the outreach strategy must include distribution locations, dates and a description of the type and quantity of distributed materials. If the Grantee undertakes residential rehabilitation/repair, residential new construction, tenant-based rental assistance or down payment assistance, it must provide fair housing information to each program applicant.
 - f. Adopt affirmative marketing procedures and submit an Affirmative Fair Housing Marketing Plan (AFHMP) to OCI for CDBG- or HOME-assisted multifamily rehabilitation projects containing five or more units.
 - g. Ensure projects funded wholly or in part with HOME, CDBG, or NTF funds comply with **24 CFR Part 5, Subpart 'L' - Violence Against Women Act (VAWA)**.
5. **Program Income.** Any program income resulting from expenditures of CDBG funds must be expended in accordance with **Policy Notice 15-04: Program Income Policy**, incorporated by reference herein.

PY 2024 Residential Public Infrastructure Program

6. **Program Completion Agreements.** All projects, as identified in the Scope of Work, must be completed, i.e., work finished, by **December 31, 2026**. Any work not completed by this time may not continue without written approval by Grantor. There must also be a clause in each contract, funded in whole or part with CDBG funds, which stipulates that work be completed no later than **December 31, 2026**.
7. **Drawdown Requests.** All drawdown requests from Grantee for the Grant Funds under this Agreement must be received by Grantor by **January 31, 2027**.
8. **Closeout Requirements.**
 - a. A Final Performance Report for Grantee's program, as described in **Attachment C: Reporting Requirements**, which is attached hereto, made a part hereof and incorporated herein by reference to this Agreement, must be submitted to Grantor by **February 28, 2027**.
 - b. Audit reports must be submitted according to the timeframes and procedures set in Reporting Requirements.
9. **Job Documentation.** For Flexible Grant program awards qualified under the job creation national objective, to meet the job creation national objective of the CDBG Program, at least 51% of the jobs created and/or retained by the project must be taken by or made available to persons of low- and moderate-income (LMI) households. CDBG-funded activities that result in the creation or retention of jobs must obtain appropriate documentation from the assisted business(es).
 - a. The business may utilize the Workforce Innovation and Opportunity Act (WIOA) Program to obtain a certification from that agency that a minimum of 51% of the jobs created were for persons of LMI households. If WIOA is not utilized, the business(es) must maintain the following data on each employee hired and everyone interviewed for a job:
 - 1) Name and address of the person.
 - 2) Household size of the person
 - 3) Household income of the person (this should be done as an over/below answer relating to the median family income for each family size) and
 - 4) Employee signature.

This information, in either form, must be available in the sponsoring community's program file as proof that the CDBG National Objective was met.
 - b. If 51% of the jobs created and/or retained are not taken by persons of LMI households, the business agrees to document that at least 51% of the jobs created and/or retained were made available to persons of LMI households. The business must demonstrate that the number of LMI persons interviewed is at least 51% of three times the total number of jobs committed to be created. Additionally, 24 CFR 570.208(a)(4)(iii) states that for a job to be considered available to an LMI individual, it must meet the following criteria:

PY 2024 Residential Public Infrastructure Program

- 1) Special skills that can only be acquired with substantial training or work experience or education beyond high school are not a prerequisite to fill such jobs, or the business agrees to hire unqualified persons and provide training.
- 2) The recipient and the assisted business take actions to ensure that LMI income persons receive first consideration for filling such jobs.

All jobs, to be created and/or retained, as identified in the Scope of Work, must be documented no later than 24 months after the project completion date of December 31, 2026.

- 10. Clearance, Conversion, or Acquisition of Dwelling Units.** Any and all occupied rental units and all vacant occupiable low- and moderate-income units (rental or owner occupied) demolished or converted to a use other than as low- and moderate-income dwelling units as a direct result of activities assisted under the CDBG program must be replaced with low- and moderate-income dwelling units, according to procedures established in the community's Anti-Displacement and Relocation Plan.

A low- and moderate-income dwelling unit is defined as a unit with a market rental, including utility costs, that does not exceed the applicable Section 8 Fair Market Rent.

A vacant occupiable dwelling unit is one which meets any of the following criteria:

- a. A vacant unit that is in standard condition (i.e., meets or exceeds local codes, or where no local code exists, OCI Residential Rehabilitation Standards (RRS) contained in Part II of the OCI Housing Handbook. The OCI Housing Handbook can be found on the OCI website here: <https://development.force.com/OCDTA/s/article/Housing-Handbook>);
- b. A vacant dwelling unit that is in substandard condition, but can be classified as "suitable for rehabilitation," as prescribed by Grantor; or
- c. A vacant dwelling unit in any condition (standard or substandard) that has been occupied (by a person with a legal right to occupy the property) at any time within the period beginning three months before the date of the execution of the funding agreement covering the rehabilitation or demolition.

- 11. Housing Rehabilitation Activities.** Housing rehabilitation activities must be implemented in accordance with the Grantor's Housing Handbook. In addition, Grantee must develop and adopt a local policies and procedures manual. All rehabilitation must meet or exceed the OCE's current **Residential Rehabilitation Standards (RRS) contained in Part II of the OCE Housing Handbook**. The OCE Housing Handbook can be found on the Technical Assistance website at: <https://development.force.com/OCDTA/s/article/Housing-Handbook>. Emergency home repair activities must meet the definition of "emergency" as included in Grantor's Housing Handbook. Grantee may not classify a repair as an emergency to: avoid establishing a local walk away policy; or to complete rehabilitation activities that do not meet the requirements included in the RRS.

- 12. Special Condition on Lead Based Paint.** The Special Condition applies only to residential units and/or child occupied facilities that undergo rehabilitation with HUD funds where the HUD rehabilitation assistance does not exceed \$25,000 per unit, and where a lead-safe renovator listed by Ohio Department of Health (ODH) applies interim control measures to identified lead-based paint hazards or any lead-based paint hazards created because of the rehabilitation work

PY 2024 Residential Public Infrastructure Program

pursuant to **24 CFR Part 35.930**. This Special Condition does not apply to units that are listed as exempt at **24 CFR Part 35.115** or that are within de minimis levels at **24 CFR Part 35.1350**. For activities that are covered by this Special Condition, Grantee shall:

- a. Distribute copies of lead-based paint educational brochures and materials prior to performance of any work when required to by **24 CFR 35.130** and get a receipt from the occupant that they have received the pamphlet.
- b. Use only lead-safe renovators who have completed the EPA Renovation, Repair, and Painting/Renovator's and Remodeler's Training Program at a training provider approved by ODH.
- c. Use clearance technicians who are trained by an ODH approved training provider or use a licensed lead abatement inspector or a licensed lead abatement risk assessor to clear units after rehabilitation.
- d. Maintain a file of information on appropriately qualified personnel (including proof of their qualifications) that are involved in inspecting, rehabilitating, cleaning or examining projects where rehabilitation, remodeling, or paint repair work has been performed on HUD assisted projects funded by Grantee and furnish such information to Grantor personnel upon request.
- e. Maintain records in respective project files that document the results of any required clearance examination for a minimum of three years after completion of the project and allows Grantor to inspect these records upon request at any time during the three years after completion.
- f. Have a Risk Assessment performed by a licensed risk assessor on units prior to rehabilitation and maintain a copy of the Risk Assessment report in the project file, which file shall be retained by Grantee for a period of three years after completion of the project, and which shall be made available for Grantor inspection upon request at any time during this three-year period.
- g. Have scope of work prepared by persons who have, at a minimum, successfully completed the one-day EPA Renovation, Repair, and Painting/Renovator's and Remodeler's Training Program or the Lead-Based Paint Risk Assessor Training or the Lead-Based Paint Contractor Training provided by a trainer approved and listed by ODH.
- h. Specify in the scope of work for projects involving lead-safe renovation each area that is subject to a clearance examination, and if the area is less than the entire unit, how the area will be appropriately isolated from the rest of the work site.
- i. Include the following provisions in each contract for renovation, rehabilitation, or paint repair in a lead-safe manner that is supported with HUD funds:
 - 1) That the contractor shall make available for inspection by Grantor staff, as well as Grantee's local staff, during normal business hours anytime while the renovation, rehabilitation, or paint repair is going on the entire work site, work specifications, and any documents related to the project.

PY 2024 Residential Public Infrastructure Program

- 2) That the contractor will do work in a lead-safe manner in order to protect both workers and occupants.
 - 3) That the contractor:
 - i. Shall maintain at the work site documentation of certification of all persons working on the project who have successfully completed the EPA Renovation, Repair, and Painting/Renovator's and Remodeler's Training Program (or documentation that such persons are licensed abatement contractors or workers); and
 - ii. Shall provide such documentation to Grantor personnel upon request.
 - 4) That Grantee will terminate an agreement with any contractor who does not do the renovation, remodeling, or paint repair work in a lead-safe manner consistent with **24 CFR 35.900 to 35.940**, and the **HUD Guidelines for Evaluation and Control of Lead-Based Paint Hazards in Housing**; and who fails to correct the inconsistent work practices.
 - 5) That Grantee will not pay for renovation, remodeling, or paint repair work done in a non-lead-safe manner.
 - 6) That each HUD-assisted unit that is subject to lead-safe renovation must pass a clearance examination. Clearance must be achieved using the methods and standards prescribed by **O.A.C. 3701-32-12**.
 - 7) That a laboratory approved by the director of ODH shall conduct the analysis of all environmental samples.
13. **Revolving Loan Funds.** The grantee must transfer the appropriate Revolving Loan Fund (RLF) funds by resolution to the activities for which matching funds were committed in the Community Development Program application. The grantee must follow all applicable CDBG rules and regulations pertaining to the activity for which the RLF funds are approved, including environmental review, procurement, and payment of federal prevailing wage rates. This provision will serve as OCI's approval of the grantee's waiver request.
14. **Expenditure of Funds.** The CDBG Grant Funds must be expended in accordance with all relevant federal and state laws, guidelines and notices issued by HUD, and guidelines and notices issued by the State of Ohio..
15. **Unique Entity ID and System for Award Management.** As a recipient of federal funds, Grantee will be required to maintain an active registration in the System for Award Management (SAM) as required by **2 CFR Part 25**. Information on registration is available at www.sam.gov.

PY 2024 Residential Public Infrastructure Program

16. **Memorandum of Understanding.** To facilitate constructing a project funded through the Residential Public Infrastructure Grant Program, a grantee may be permitted to enter into a Memorandum of Understanding (MOU) with a municipality, local water or sewer district and/or a non-profit water or sewer company, so that it can implement the project. The municipality, local water or sewer district and/or a non-profit water or sewer company must be the sole or part owner of a contract funded with CDBG dollars for constructing water or sanitary sewer facility improvements. The Grantee will retain responsibility for ensuring the project complies with all of the Grantor's grant agreement conditions.

PY 2024 Residential Public Infrastructure Program

Attachment C: Reporting Requirements

Grantee shall submit the reports listed below in an adequate and timely fashion. Grantor shall provide a format for these reports and shall instruct Grantee on the proper completion of said reports.

All report forms and requirements listed herein shall be provided by Grantor, but shall not be construed to limit Grantor in making additional and/or further requests, nor in the change or addition of detail to the items listed below:

1. Grantee shall submit to Grantor a Status Report within 15 days of the completion of each six-month interval of the grant work period.
2. Grantee shall submit to Grantor a Final Performance Report at the conclusion of the project(s) which are the subject of this Agreement by **February 28, 2027**.
3. Grantee shall submit to Grantor Notices of Contract Award (NOCAs) and Semi-Annual Labor Standards Enforcement Reports (SALSERs) for each six-month period of the grant, no later than March 31 and Sept. 30, respectively.
4. Grantee shall comply with the reporting requirements as outlined in **2 CFR 200**.
5. Grantee shall retain all records, receipts, etc., the greater of three years after the Final Closeout of HUD's grant to Grantor (Grant No. B-24-DC-39-0001), or the period required by other applicable laws and regulations as described in 24 CFR 570.487 and 24 CFR 570.488.

PY 2024 Residential Public Infrastructure Program

Attachment D: Grantee Assurances and Certifications

The following assurances will be contained in this Agreement between the Grantor and Grantee.

Grantee hereby assures and certifies to the following conditions:

1. It will affirmatively further fair housing, which means that it will take meaningful actions, in addition to combating discrimination, that overcome patterns of segregation and foster inclusive communities free from barriers that restrict access to opportunity based on protected characteristics; and that it will comply with the fair housing program requirements outlined in the Ohio Consolidated Plan.
2. It is following a residential anti-displacement and relocation assistance plan in connection with any activity assisted with funding under the Community Development Block Grant (CDBG) program or the HOME Investment Partnerships Program (HOME). By following a residential anti-displacement and relocation assistance plan it will minimize displacement of persons because of assisted activities.
3. It possesses legal authority under state and local law to carry out and the programs for which it is seeking funding, in accordance with applicable HUD regulations.
4. It will certify that it will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (**42 U.S.C. 4601**), and implementing regulations at **49 CFR part 24**.
5. It will certify that it will comply with Section 3 of the **Housing and Urban Development Act of 1968 (12 U.S.C. 1701u)** and implementing regulations at **24 CFR part 75**, and will follow the prioritization of effort outlined in **§75.19**:
 - a. Employment and training.
 - 1) To the greatest extent feasible, and consistent with existing federal, state, and local laws and regulations, Grantee shall ensure that employment and training opportunities arising in connection with Section 3 projects are provided to Section 3 workers within the metropolitan area (or nonmetropolitan county) in which the project is located.
 - 2) Where feasible, priority for opportunities and training described in the above paragraph should be given to:
 - i. Section 3 workers residing within the service area or the neighborhood of the project, and
 - ii. Participants in YouthBuild programs.
 - b. Contracting.
 - 1) To the greatest extent feasible, and consistent with existing federal, state, and local laws and regulations, Grantee shall ensure contracts for work awarded in connection with Section 3 projects are provided to business concerns that provide economic opportunities to Section 3 workers residing within the metropolitan area

PY 2024 Residential Public Infrastructure Program

(or nonmetropolitan county) in which the project is located.

- 2) Where feasible, priority for contracting opportunities described in the above paragraph should be given to:
 - i. Section 3 business concerns that provide economic opportunities to Section 3 workers residing within the service area or the neighborhood of the project, and
 - ii. YouthBuild programs.
6. It will certify that it will comply with the Build America, Buy America provision of the Infrastructure Investment and Jobs Act of 2021 and the regulations at **41 U.S.C. §8303**, to the greatest extent feasible:
 - a. Every contract for the construction, alteration, or repair of any public building or public work in the United States in which total federal assistance exceeds \$250,000 shall contain a provision that in the performance of the work the contractor, subcontractors, material men, or supplies shall use only:
 - 1) Unmanufactured articles, materials, and supplies that have been mined or produced in the United States; and
 - 2) Manufactured articles, materials, and supplies that have been manufactured in the United States substantially all from articles, materials, or supplies mined, produced, or manufactured in the United States.
 - b. It will comply with the following domestic preference requirements on a phased implementation schedule according to [HUD's Phased Implementation Waiver 6331-N-10A](#):
 - 1) **Effective July 1, 2023:** All iron or steel items used in covered projects must be produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occur in the United States.
 - 2) **Effective July 1, 2024:** All manufactured products used in covered projects must be produced in the United States. This means the manufactured product was manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55% of the total cost of all components of the manufactured product.
 - 3) **Effective July 1, 2025:** All construction materials used in covered projects must be manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.
7. It will certify that it is in full compliance and following a detailed citizen participation plan that satisfies the requirements of **§570.486** and **42 U.S. Code § 5304**.
8. It will identify community development and housing needs including the needs of low-income and moderate-income families, and the activities to be undertaken to meet these needs.

PY 2024 Residential Public Infrastructure Program

9. It will comply with the current State of Ohio Consolidated Plan that has been approved by HUD.
10. It will certify that it has complied with the following criteria related to assessments and fees:

Special assessment definition: The term "special assessment" means a fee or charge levied or filed as a lien against a parcel of real estate as a direct result of benefit derived from installing a public improvement, such as streets, water or sewer lines, curbs and gutters. The amount of the fee represents the prorated share of the capital costs of the public improvement levied against the benefiting properties or a one-time charge made as an access condition to the public improvement. This term does not relate to taxes, or establishing real estate value for levying real estate, property or ad valorem taxes, nor does it include periodic charges based on using public improvements, such as water or sewer user charges, even if such charges include recovering all or some portion of the public improvement's capital costs.

Where CDBG funds are used to pay all or part of public improvement cost, special assessments may be used to recover capital costs as follows:

- a. Special assessments to recover the CDBG funds may be made only against properties owned and occupied by households not of low- and moderate-income. Such assessments constitute program income.
- b. Special assessments to recover the non-CDBG portion may be made provided that CDBG funds are used to pay the special assessment on behalf of all properties owned and occupied by low- and moderate-income households; except that CDBG funds need not be used to pay the special assessments on behalf of properties owned and occupied by moderate-income households if the grant recipient certifies that it does not have sufficient CDBG funds to pay the assessments on behalf of all the low- and moderate-income, owner-occupant households. Funds collected through such special assessments are not program income.

Program funds may be used to pay all, or part of special assessments levied against a property when such assessments are used to recover the capital cost of eligible public improvements financed solely from sources other than CDBG funds, provided that:

- a. The assessment represents that property's share of the capital cost of the improvements;
- b. Installing the public improvements was carried out in compliance with requirements applicable to activities assisted under this part of the CDBG regulations including environmental, citizen participation and Davis-Bacon requirements; and
- c. Installing the public improvement meets a national objective criterion.

Special assessments cannot be paid for low- or moderate-income persons where the public improvement itself does not meet a national objective. To pay an assessment for a low- or moderate-income person means to pay the whole assessment as a grant.

11. It will certify that the grant will be conducted and administered in conformity with **title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), the Fair Housing Act (42 U.S.C. 3601- 3619)** and implementing regulations.

PY 2024 Residential Public Infrastructure Program

12. Its activities concerning lead-based paint will comply with the requirements of **24 CFR 35, subparts A, B, J, K, and R.**
13. It will comply with all applicable laws.
14. In addition to other provisions required by the federal agency or non-federal entity, all contracts made by the non-federal entity under the federal award must contain provisions covering the following, as applicable:
 - a. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by **41 U.S.C. 1908**, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
 - b. All contracts more than \$10,000 must address termination for cause and for convenience by the non-federal entity including the manner by which it will be affected and the basis for settlement.
 - c. Equal Employment Opportunity. Except as otherwise provided under **41 CFR Part 60**, all contracts that meet the definition of "federally assisted construction contract" in **41 CFR Part 60-1.3** must include the equal opportunity clause provided under **41 CFR 60-1.4(b)**, in accordance with **Executive Order 11246**, "Equal Employment Opportunity" (**30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339**), as amended by **Executive Order 11375**, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at **41 CFR part 60**, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
 - d. Davis-Bacon Act, as amended (**40 U.S.C. 3141-3148**). When required by federal program legislation, all prime construction contracts more than \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (**40 U.S.C. 3141-3144, and 3146-3148**) as supplemented by Department of Labor regulations (**29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"**). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the **Copeland "Anti-Kickback" Act (40 U.S.C. 3145)**, as supplemented by Department of Labor regulations (**29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"**). The Act provides that each contractor or sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which they are otherwise entitled. The non-federal entity must report all

PY 2024 Residential Public Infrastructure Program

suspected or reported violations to the federal awarding agency.

- e. Contract Work Hours and Safety Standards Act (**40 U.S.C. 3701-3708**). Where applicable, all contracts awarded by the non-federal entity more than \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with **40 U.S.C. 3702** and **3704**, as supplemented by Department of Labor regulations (**29 CFR Part 5**). Under **40 U.S.C. 3702 of the Act**, each contractor must be required to compute the wages of every mechanic and laborer based on a standard work week of 40 hours. Working more than the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked more than 40 hours in the work week. The requirements of **40 U.S.C. 3704** are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- f. Rights to Inventions Made Under a Contract or Agreement. If the federal award meets the definition of “funding agreement” under **37 CFR §401.2 (a)** and the recipient or sub-recipient wishes to enter into a contract 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 recipient or sub-recipient 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 implementing regulations issued by the awarding agency.
- g. Clean Air Act (**42 U.S.C. 7401-7671q.**) and the Federal Water Pollution Control Act (**33 U.S.C. 1251-1387**), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (**42 U.S.C. 7401-7671q**) and the Federal Water Pollution Control Act as amended (**33 U.S.C. 1251-1387**). Violations must be reported to the federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- h. Debarment and Suspension (**Executive Orders 12549 and 12689**)—A contract award (see **2 CFR 180.220**) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at **2 CFR 180** that implement Executive Orders 12549 (**3 CFR part 1986 Comp., p. 189**) and 12689 (**3 CFR part 1989 Comp., p. 235**), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Byrd Anti-Lobbying Amendment (**31 U.S.C. 1352**)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by **31 U.S.C. 1352**. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded

PY 2024 Residential Public Infrastructure Program

from tier to tier up to the non-federal award. Section 3 of the **Housing and Urban Development Act of 1968 (12 U.S.C. 1701u)** and implementing regulations at **24 CFR part 75**. Contracts for projects that meet the definition of "Section 3 Project" under 24 CFR 75.3(a)(2) must include language applying the requirements of Section 3 of the **Housing and Urban Development Act of 1968 (12 U.S.C. 1701u)** and implementing regulations at **24 CFR part 75**.

- i. See **§200.323** Procurement of recovered materials.
- j. See **§200.216** Prohibition of certain telecommunications and video surveillance services or equipment.
- k. See **§200.322** Domestic preferences for procurements.

PY 2024 Residential Public Infrastructure Program

Attachment E: Local Government Certifications to the State

Title I, Section 106 of the Housing and Community Development Act of 1974, as amended, requires that no amount may be distributed by the State under the Community Development Block Grant (CDBG) program to any unit of general local government located in a non-entitlement area unless such unit of general local government certifies that:

1. It will minimize the displacement of persons because of activities assisted with such amounts.
2. Its program will be conducted and administered in conformity with Title VI of the Civil Rights Act of 1964 (**42 USC 2000d** et seq.) and the Fair Housing Act (**42 USC 3601-20**), and that it will affirmatively further fair housing.
3. It is following a detailed citizen participation plan which:
 - a. Provides for and encourages citizen participation, with particular emphasis on participation by persons of low- and moderate-income who are residents of slum and blight areas and of areas in which Section 106 funds are proposed to be used, and in the case of a grantee described in Section 106(a), provides for participation of residents in low- and moderate-income neighborhoods as defined by the local jurisdiction;
 - b. Provides citizens with reasonable and timely access to local meetings, information, and records relating to Grantee's proposed use of the Grant Funds, as required by regulations of the Secretary, and relating to the actual funds under this title;
 - c. Provides for technical assistance to groups representative of persons of low and moderate income that request such assistance in developing proposals with the level and type of assistance to be determined by Grantee;
 - d. Provides for public hearings to obtain citizen views and to respond to proposals and questions at all stages of the community development program, including at least the development of needs, the review of proposed activities, and review of program performance, which hearings shall be held after adequate notice, at times and locations convenient to potential or actual beneficiaries, and with accommodation for the disabled;
4. It will not attempt to recover any capital costs of public improvements assisted in whole or in part under Section 108 or with amounts resulting from a guarantee under Section 108 by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless (i) funds received under Section 108 are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from resources other than under this title; or (ii) for purposes of assessing any amount against properties owned and occupied by persons of low and moderate income, Grantee certified to the State it lacks sufficient funds received under Section 108 to comply with the requirements of clause (i).
5. In order to receive Title I funds, it will adopt and enforce a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations in accordance with Section 519 of Public Law 101-144 (the 1990 HUD Appropriations Act).

PY 2024 Residential Public Infrastructure Program

6. The chief executive officer of the unit of general local government certifies, to the best of their knowledge and belief, that:
 - a. 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 any 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;
 - b. 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 Form to Report Lobbying," in accordance with its instructions; and
 - c. Grantee 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.
 - d. 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 this transaction imposed by Section 1352, Title 31, U.S.C. 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.

PY 2024 Residential Public Infrastructure Program

Attachment F: Allowable Costs Policy and Procedures

1. **General Principles for Allowability – General Criteria.** Entities who receive federal grant subawards from the Ohio Department of Development may only charge costs to the grant that are allowable as defined by this procedure and federal rules. Subgrantees must submit an expense budget showing all expenses to be charged to the grant prior to receiving funding, and all expenses charged to a federal grant must be allowable. All costs proposed for federal grants must meet the following general standards:
 - a. Be necessary. Costs must be needed to meet program goals.
 - b. Be reasonable. The purchaser acted with care. The cost fits under the heading “sound business practice.”
 - c. Can be allocated. Costs must be charged in relation to benefits received.
 - d. Be given consistent treatment. Costs directly charged cannot also be indirectly charged.
 - e. Be determined in accordance with generally accepted accounting principles.
 - f. Be adequately documented.
2. **Selected Items of Cost.** Below is a list of common costs considered allowable and unallowable. This list is not all-inclusive. A cost not listed does not mean it is either allowable or unallowable. Subgrantees should use the allowable standards in Section I and refer to federal rules in 2 CFR 200 Subpart E – Cost Principles when determining if a cost is allowable.
 - a. **Allowable Costs.** Below are allowable costs in accordance with 2 CFR 200 Subpart E – Cost Principles. All costs must also meet the general criteria described in Section I.
 - 1) Advertising for recruitment of personnel, procurement of goods and services, disposal of scrap or surplus materials, and program outreach.
 - 2) Communications. Examples include telephone, cellular phone, and internet service.
 - 3) Conferences where the primary purpose is to provide technical information. Examples include informing subrecipients or contractors of new laws and regulations affecting a federal grant, changes to the grant agreement and new strategies to improve grant performance.
 - 4) Insurance.
 - 5) Maintenance and repair.
 - 6) Materials and supplies.
 - 7) Meals and refreshments. Generally, there is a very high burden of proof to show that paying for food and beverages with federal funds is necessary to meet the goals and objectives of a federal grant. There must be adequate documentation on the necessity of having a meeting during a mealtime instead of during normal business hour, the grant-related subjects discussed, a list of members attending and receiving meals and/or refreshments and itemized meal cost receipts containing the date and name of the organization providing the meal.
 - 8) Memberships, subscriptions, and professional activity costs (excluding costs associated with lobbying).
 - 9) Personnel and fringe benefits costs. Bonuses are allowable only if included in the grant budget, and policies for providing bonuses are set prior to performance of work and are not dependent on funding remaining in the grant.
 - 10) Overtime may be eligible, but subgrantees may not exceed total personnel costs in the grant budget even with overtime costs included.

PY 2024 Residential Public Infrastructure Program

- 11) Postage, freight, and other shipping costs.
- 12) Professional service costs necessary for fulfilling the grant.
- 13) Publication and printing costs.
- 14) Public relations costs for communicating with the public. The information provided must relate to a specific activity or milestone of the federal grant. Costs for conducting general liaison with news and government are also allowed.
- 15) Rental costs of real property and equipment (idle property is unallowable unless it is to finish the satisfaction of a contract).
- 16) Travel and employee relocation costs following the subgrantee's policy.
- 17) Audit costs eligible under 2 CFR 200.425

b. Unallowable Costs. Certain costs are not allowed to be charged to federal grants. These costs are not allowed according to 2 CFR 200 Subpart E – Cost Principles. Costs not allowed include but are not limited to:

- 1) Advertising and public relations except for those specified in 2 CFR Section 200.421.
- 2) Alcoholic beverages.
- 3) Bad debts. These include losses arising from uncollected accounts.
- 4) Capital expenses such as construction of a new building are unallowable except in cases where the federal grant program and award specifically permits capital expenses.
- 5) Capital Improvement costs for general purpose or improvements to equipment, buildings, and land as direct charges, except in cases where the federal grant program and award specifically permits capital improvement expenses.
- 6) Criminal, civil, or administrative proceeding against the subgrantee.
- 7) Donation costs to other entities. These costs include cash, property, and/or services.
- 8) Entertainment costs. These costs include pastime, social activities, and any associated costs.
- 9) Fundraising costs. These costs include financial campaigns, donation drives, gifts, and similar costs incurred to raise capital or obtain contributions.
- 10) Goods or services for personal use by [Entity] employees.
- 11) Idle facilities.
- 12) Interest charged.
- 13) Investment counsel and staff and similar costs incurred to enhance income from investments.
- 14) Lobbying costs.
- 15) Meals and refreshments while engaging in day-to-day business or staff training and meetings with employees.
- 16) Membership costs for any social or dining clubs or organizations (e.g., country club).
- 17) Office decorations.
- 18) Penalties, fines, or late fees.
- 19) Promotional items and memorabilia, such as giveaways, gifts, and souvenirs.
- 20) Shifted costs to overcome funding shortages.
- 21) Travel costs exceeding reasonable lodging and meal allowances.
- 22) Audit costs ineligible under 2 CFR 200.425.

3. Adequate Documentation. All vouchered expenses must be accompanied with supporting documentation to ensure costs are reasonable, allowable, and allocable.

PY 2024 Residential Public Infrastructure Program

- a. **Minimum Requirements of Supporting Documents.** Supporting documents must show:

- 1) Name of business.
- 2) Date of purchase/service completed.
- 3) Itemized cost.
- 4) Description of how costs benefit the grant.
- 5) Amount and percentage of costs allocated to all programs (if applicable).
- 6) Who requested and approved the purchase.
- 7) Other records to facilitate an effective audit.

- b. **Required Documentation for Personnel Compensation.** Salaries and wages charged to a federal grant must be supported with time reports accurately reflecting the work performed in accordance with 2 CFR 200.430 (i) Standards for Documentation of Personnel Expenses. Required documentation for personnel compensation include:

- 1) Time reports with daily records of total hours worked.
- 2) Report must include all activity codes.
- 3) Time distributed accurately between all activities, including non-federal.
- 4) Use adequate increments (hours, half hours, minutes).
- 5) Signed by the employee and supervisor/designee with a statement attesting to the accuracy of the document.

4. **Procurement Procedures.** Subgrantees who make purchases with federal grant funding will comply with federal procurement rules in 2 CFR 200 Part D, Section 200.320, including rules for:

- a. Micro Purchases;
- b. Small Purchases below a Simplified Acquisition Threshold;
- c. Larger Purchases over the Simplified Acquisition Threshold.

5. **Competitive Procurement.** In most cases, competitive procurement must be used for grant expenses. There are specific circumstances in which noncompetitive procurement can be used. Noncompetitive procurement can only be awarded if one or more of the following circumstances apply:

- a. The acquisition of property or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold;
- b. The item is available only from a single source;
- c. The public exigency or emergency for the requirement will not permit a delay resulting from publicizing a competitive solicitation;
- d. The Federal awarding agency or pass-through entity expressly authorizes a noncompetitive procurement in response to a written request from the non-Federal entity; or
- e. After solicitation of a number of sources, competition is determined inadequate.

PY 2024 Residential Public Infrastructure Program

6. **Prior Approval.** All cost items described in 2 CFR part 200, subpart E, that require Federal agency approval are allowable without prior approval of HUD, to the extent that they otherwise comply with the requirements of 2 CFR part 200, subpart E, and are otherwise eligible, except for the following:
- a. Depreciation methods for fixed assets shall not be changed without the express approval of the cognizant Federal agency (2 CFR 200.436).
 - b. Fines, penalties, damages, and other settlements are unallowable costs to the CDBG program (2 CFR 200.441).
 - c. Costs of housing (e.g., depreciation, maintenance, utilities, furnishings, rent), housing allowances, and personal living expenses (goods or services for personal use) regardless of whether reported as taxable income to the employees (2 CFR 200.445).
 - d. Organization costs (2 CFR 200.455).

**Ohio Department of Development
Water and Wastewater Infrastructure Program
Grant Agreement**

Program Name	DEV--2023 - 204601
Grantee	Village of Carroll
Address	68 Center Street, Carroll, OH 43112
Contact	Tracy Shoults
E-Mail	tshoults@dlz.com
Phone	(740) 380-2828
Beginning Date	July 4, 2023
Expiration Date	June 30, 2025
Grant Source	American Rescue Plan Act
Amount of Award	\$3,304,146.00

This Grant Agreement (the "Agreement") is made and entered into between the Ohio Department of Development (the "Grantor"), located at 77 South High Street, Columbus, Ohio 43215 and **Village of Carroll** (the "Grantee") for the period **July 4, 2023 (the "Beginning Date") to June 30, 2025 (the "Expiration Date")**,

Grantee to set forth the terms and conditions upon which Grantor will provide financial assistance to Grantee and Grantee will use the financial assistance for costs of implementing the Water and Wastewater Infrastructure Program (WWIP) in accordance with the terms of this Agreement, the Grant Application (the "Application") referenced in **Exhibit I, Scope of Work/Grant Application**, which consists of the collective materials submitted by Grantee to Grantor via Grantor's online system and the contents of this Agreement (collectively, the "Project"). In the event there is a conflict between this Agreement and the Exhibits, the Exhibits control.

Statement of the Agreement

- 1. Award of Grant Funds.** Grantor hereby grants funds to Grantee in the amount of **\$3,304,146.00** (the "Grant Funds"), for the sole and express purpose of providing for the performance of the program listed above and undertaking the Project(s) as listed in Grantee's **Application**. Grantee may not use the Grant Funds for any purpose other than completion of the Project. The Grant Funds shall be further contingent upon the Special Conditions set forth in **Exhibit IV, Special Conditions**, if applicable. Expenditures shall be supported by contracts, invoices, vouchers, and other data as appropriate, including the reports listed in accordance with the schedule set forth in **Exhibit II: Reporting**, evidencing the costs incurred. If the Grant Funds are not expended in accordance with the terms, conditions and time period set forth in this Agreement or the total amount of the Grant Funds exceeds the eligible costs of the Project(s), the amounts improperly expended or not expended shall be returned to Grantor within 30 days after the expiration or termination of this Agreement. Grantee shall not pledge the Grant Funds as security for any loan or debt of any kind other than that described in this Agreement.
- 2. Funding Source.** The American Rescue Plan Act was signed into law March 11, 2021 and established the Coronavirus State Fiscal Recovery Fund and Coronavirus Local Fiscal Recovery Fund, which together make up the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) program. This program was intended to provide support to State, territorial, local, and Tribal governments in responding to the economic and public health impacts of COVID-19 and in their efforts to contain impacts on their communities, residents, and businesses. Grantee agrees to comply with all requirements of the SLFRF.

3. **Term of Agreement.** This Agreement shall be effective from the Beginning Date and shall continue through the Expiration Date set forth on page one of this Agreement, unless terminated earlier in accordance with Section 15 of this Agreement. Reporting and refund obligations shall continue in accordance with the schedules set forth in Exhibit II and until satisfactorily completed.
4. **Scope of Work.** Grantee shall undertake the Project(s) as listed in the Application. Grantor may, from time to time, as it deems appropriate and necessary, communicate specific instructions and requests, and provide guidance and direction to Grantee concerning the performance of the work described in this Agreement. Within a reasonable period, Grantee shall comply with such instructions and fulfill such requests to the satisfaction of Grantor. These instructions and requests are to ensure the satisfactory completion of the work contemplated under this Agreement. In no event shall the Grant Funds be used for any other purpose than that described in this Agreement.
5. **Payment of Grant Funds.** Payment to Grantee of the Grant Funds shall be made upon the timely submission to Grantor of a financial reimbursement request. Grantee shall deposit all Grant Funds received under this Agreement in a Federal Deposit Insurance Corporation (FDIC) account and record in a separate account on the books of Grantee. Grantor reserves the right to suspend payments should Grantee fail to provide required reports in a timely and adequate fashion or if Grantee fails to meet other terms and conditions of this Agreement. Grantor may withhold payment requests if Grantee fails to comply with the above requirements until such compliance is demonstrated. Grantee must adhere to cost regulations contained in **Exhibit V, Allowable Costs Policy and Procedures.**
6. **Reporting Requirements.** Grantee shall submit to Grantor the reports required in Exhibit II.
7. **Records, Access, and Maintenance.** Grantee shall establish, and physically control for at least five years from the final close out of this Agreement such records as are required by Grantor, including but not limited to, financial reports, intake and participant information, program, and audit reports. The parties further agree that records required by Grantor with respect to any questioned costs, audit disallowances, litigation or dispute between Grantor and Grantee shall be maintained for the time needed for the resolution of any such issue. If for any reason Grantor shall require a review of the records related to the Project(s), Grantee shall, at its own cost and expense, segregate all such records related to the Project(s) from its other records of operation.
8. **Audits.** An audited Grantee shall submit to the Federal Audit Clearinghouse and make available for public inspection a copy of the audit, data collection form and reporting package as described in **2 CFR 200 Subpart F – Audit Requirements** within the earlier of 30 days after receipt of the auditor's report(s) or nine months after the end of the audit period. In addition, Grantees must notify the Grantor when their audit reporting package is submitted to the Federal Audit Clearinghouse. Notification should be sent to singleaudit@development.ohio.gov and must take place within seven days following submission of the reporting package to the Federal Audit Clearinghouse. In lieu of or in addition to the notification, Grantees may electronically submit their single audit report to singleaudit@development.ohio.gov.
9. **Monitoring, Evaluation and Audit Activities.** Grantor shall supervise, evaluate, and provide guidance and direction to Grantee in the conduct of the work and activities to be performed under the terms of this Agreement. Grantee's staff and all parties involved with the project shall cooperate with Grantor and its authorized representatives in their program monitoring and shall maintain and make available to Grantor all programmatic, fiscal, and performance records necessary for Grantor's monitoring and evaluation. Grantee shall submit to Grantor reports detailing the expenditures of the Grant Funds and such other reports as may be required by Grantor, including the reports listed and according to the schedule set forth in Exhibit II. As directed by Grantor, all activities associated with this Agreement will

be subject to fiscal and compliance audits in accordance with 2 CFR 200, as amended by 2 CFR 910; and Generally Accepted Auditing Standards.

10. Reports and Records.

- a. Performance Reports. Grantor shall supervise, evaluate and provide guidance and direction to Grantee in the conduct of the work and activities to be performed under the terms of this Agreement.
- b. Signature and Costs. The chief executive officer, chief financial officer, or other officer of Grantee authorized to sign tax returns on behalf of Grantee shall certify by their signature of each report required by Exhibit II that the information reported by Grantee is true, complete and correct.
- c. Remedy. Performance reports are essential for Grantor's effective administration of this grant and its financial incentive programs, generally. If Grantee fails to submit any Required Report and such breach continues uncured for more than 30 days, Grantor may recover, and Grantee shall pay, as liquidated damages for the breach, an amount equal to \$500 for each month or part of a month the Required Report is past due.

11. Rights of Inspection. Grantee shall permit Grantor to inspect and copy, during normal business hours, any books and records necessary to ensure compliance with the terms and conditions of this Agreement. Grantee acknowledges and agrees that rights of inspection (1) extend to representatives and agents of Grantor and federal agencies that pass funds through Grantor including, but not limited to, the Auditor of State of Ohio, an appropriate inspector general appointed under applicable federal or state law, the Comptroller General of the United States and/or the Government Accountability Office; (2) include the rights to examine Grantee's corporate accounts or other accounts and/or funding sources within the control and/or name of Grantee when there is evidence (e.g., vouchers, invoices, canceled checks, descriptions, etc.) that these books contain original or substantial source documentation of the federal funds granted herein; (3) contain Grantee's covenant to make all fiscal records available to authorized audit personnel of Grantor and its federal agencies for inspection at any time and as often as Grantor may deem necessary and in a manner as not to interfere with the normal business operation of Grantee; and (4) include Grantee's undertaking to make available to Grantor for interview any officer or employee of Grantee or of any contractor or subcontractor of Grantee regarding the Grant Funds and any transaction involving the Grant Funds. Grantee shall also require each of its non-profit partners, contractors and subcontractors paid with Grant Funds to make its respective books and records available for inspection and copying in the same manner as described in this section for Grantee's books and records.

12. Budget Alterations. Grantee may make alterations to any line in its budget submitted with this Agreement as referenced in the **Application** so long as Grantee notifies Grantor of such budget alteration in writing 30 days prior to the date of the change and Grantor approves the proposed alteration in writing. Alterations to line items in Grantee's budget shall not increase the amount of Grant Funds awarded under this Agreement. Grantor shall respond to Grantee's request to approve a budget alteration in writing within a reasonable period.

13. Grantee Status. Public entities within a Political Subdivision with the authority to own and operate public water and sewer systems. If Grantee is a political subdivision, Grantee shall maintain its political subdivision status in compliance with the laws of the State of Ohio during the term of this Agreement.

14. Grantee Certifications and Assurances. Grantee shall abide by all provisions listed in **Exhibit III, Contract Provisions**. Also, by signing this Agreement, Grantee certifies and assures the following:

- a. **Equal Employment Opportunity.** Grantee will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, age, military status, ancestry, veteran status, or any other factor specified in **Section 125.111 of the Ohio Revised Code, in the Civil Rights Act of 1964, as amended, or in section 504 of the Rehabilitation Act of 1973, as amended, and in any subsequent legislation pertaining to civil rights.** Grantee will take affirmative action to ensure that applicants are considered for employment and that employees are treated during employment, without regard to the aforementioned classes. Grantee will, in all solicitations or advertisements for employees placed by or on behalf of Grantee, state that all qualified applicants will receive consideration for employment without regard to the aforementioned classes. Grantee will incorporate the requirements of this paragraph in all its respective contracts for any of the work for which the Grant Funds are expended (other than subcontracts for standard commercial supplies or raw materials), and the Grantee will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.
- b. **Property and Equipment Purchases.** All items purchased by Grantee are and shall remain the property of Grantee, except if Grantor exercises its right to terminate this Agreement pursuant to paragraph 17, in which case all property and equipment purchased by Grantee with any Grant Funds herein awarded shall revert to Grantor. Grantee shall provide for the security and safekeeping of all items obtained through this Agreement.
- c. **Accounting systems** used by Grantee are in accordance with generally accepted accounting standards; 2 Code of Federal Regulations (CFR) 200 and applicable appendices, as amended by 2 CFR 910; and other applicable local, state and federal statutes, regulations, policies, directives, and guidelines. Grantee has established procedures to ensure good fiscal and management practices to deposit and account for the Grant Funds. Grantee shall make appropriate documentation relating to the Grant Funds available to the Grantor and the U.S. Department of Treasury, the Comptroller General of the United States, or any of their duly authorized representatives, for examination or copying, upon a reasonable request.
- d. Grantee is and shall remain throughout the term of this Agreement insured to cover all individuals responsible for the security and control of the Grant Funds covered under this Agreement. Grantee shall maintain written documentation of such insurance coverage on file and produce a copy at the request of the Grantor.
- e. Grantee shall file with Grantor a Certification Regarding Lobbying and comply with the requirements set forth in 45 CFR Part 93. Also, if Grantee is a nonprofit organization, by submitting an application and accepting the Grant Funds under this Agreement, Grantee assures that it is not an organization that has engaged in any lobbying activities described in the "Lobbying Disclosure Act of 1995," 2 U.S.C. § 1601. Further, by accepting the Grant Funds under this Agreement, Grantee agrees that none of the Grant Funds obligated by this Agreement shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate with Congress as described in 18 U.S.C. § 1913.
- f. Grantee shall file with Grantor a Certification Regarding Drug-Free Workplace Requirements and comply with the requirements set forth in Sections 5151 to 5160 of the "Drug-Free Workplace Act of 1988," 41 U.S.C. §§ 8101-8106.
- g. Grantee shall file with Grantor a Certification Regarding Debarment, Suspension and Other Responsibility Matters and comply with the requirements regarding debarment and suspension in 2 CFR Part 180, Subpart C; 2 CFR Part 901, Subpart C; and 45 CFR Part 73b.

- h. Grantee is informed that 18 U.S.C. § 666, Theft or Bribery Concerning Programs Receiving Federal Funds, is applicable to funds received under this Agreement.
- i. Grantee shall comply with all terms of the "Pro-Children Act of 2001," 42 U.S.C. §§ 7181-7184. Smoking will not be permitted within an indoor facility owned or leased or contracted by an entity and used routinely or regularly for the provision of health, daycare, early childhood development services education, or library services to children under the age of 18.
- j. Grantee must ensure they do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the U.S. Treasury Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the U.S. Treasury Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42.

15. Termination.

- a. Grantor may immediately terminate this Agreement by giving reasonable written notice of termination to Grantee for any of the following occurrences:
 - i. Failure of Grantee to fulfill in a timely and proper manner any of its obligations under this Agreement.
 - ii. Failure of Grantee to submit any report required by this Agreement that is complete and accurate.
 - iii. Failure of Grantee to use the Grant Funds for the stated purposes in this Agreement.
 - iv. Cancellation or Reduction of the grant of funds from the U.S. Department of Treasury.
- b. Early Termination: Grantor may also terminate this Agreement if Grantee (i) defaults under another Agreement between the Grantor and/or the Tax Credit Authority and Grantee (ii) admits Grantee's inability to pay its debts as such debts become due, (iii) Grantee commences a voluntary bankruptcy, (iv) an involuntary bankruptcy action occurs against Grantee which remains undismissed or unstayed for 60 days, (v) Grantee fails to meet the minimum funding requirements under the Employee Retirement Income Security Act or other such employee benefits plan, or (vi) Grantor has reason to believe Grantee has ceased operations at the Project location. The events permitting early termination by Grantor shall be considered a default by Grantee and subject to the Effects of Termination under Section 18 of this Agreement.

16. Remedies. Following a default by Grantee, Grantor may exercise one or more of the following remedies:

- a. **Discontinue Disbursements.** If the Grant Funds have not been fully disbursed, Grantor may terminate all of Grantor's obligations under this Agreement, including the obligation to make further disbursements of Grant Funds.
- b. **Suspension or Termination.** Grantor may withhold payment under this Agreement, suspend or terminate the Agreement in whole or in part for cause, which shall include, but is not limited to: (1) failure for any reason by Grantee to fulfill in a timely and proper manner its obligations under this Agreement, or other agreements entered into between the parties, including compliance with the approved program and any and all statutes, Executive Orders, regulations, directives,

guidelines, plans or other requirements as may become generally applicable at any time; (2) Grantor determines that the governing board of Grantee cannot or will not take the necessary action to bring Grantee into compliance with applicable requirements of 2 CFR 200, as amended by 2 CFR 910 with the requirements of any applicable program statute or rule, or with any other term or condition of this Agreement within the time period allowed by Agreement or as approved by Grantor; (3) Grantor determines that the nature or extent of noncompliance is extreme and warrants immediate termination of this Agreement; (4) Grantee ceases to exist or becomes legally incapable of performing its responsibilities under the Agreement; (5) Grantee has failed to comply with any timelines for the expenditure of Grant Funds as required by Grantor; (6) ineffective or improper use of the Grant Funds provided under this Agreement; (7) failure to comply with reporting requirements including, but not limited to, submission by Grantee to Grantor of reports that are incorrect or incomplete in any material respect; (8) suspension or termination of any funds provided under this Agreement, or the portion thereof delegated by this Agreement; and (9) cancellation of grant funds.

Grantee acknowledges that timely performance and attainment of performance measurements are material to Grantee's compliance with this Agreement and a priority of the federal and state governments in the administration of the Grant Funds.

- c. **Demand Repayment of Grant Funds or Liquidated Damages.** Under the circumstances described in Section 3 of this Agreement, demand repayment of Grant Funds improperly expended and under the circumstances described in Section 11 of this Agreement, demand liquidated damages as provided in Section 11(c). Grantee shall not be required to refund Grant Funds or pay liquidated damages in an amount that exceeds the Grant Funds awarded.
- d. **Other Legal Remedies.** Pursue any other legal or equitable remedies Grantor may have under this Agreement or applicable law.
- e. **Remedies Cumulative.** No remedy provided to Grantor under this Agreement or otherwise by law or in equity is exclusive of any other available remedy. No delay or omission by Grantor in exercising any right or power accruing upon any default shall impair any such right or power or be construed as a waiver, and each such right or power may be exercised from time to time as often as may be deemed by Grantor to be expedient.

- 17. **Effects of Termination.** Within 60 days after termination of this Agreement, Grantee shall surrender all reports, documents, and other materials assembled and prepared pursuant to Agreement, which shall become the property of Grantor, unless otherwise directed by Grantor. After receiving written notice of termination, Grantee shall incur no new obligations and shall cancel as many outstanding obligations as possible. Upon compliance with this Section, Grantee shall receive compensation for all activities satisfactorily performed prior to the effective date of termination.
- 18. **Liability and Indemnification.** Public Agency or Governmental Entity. If Grantee is a public agency or governmental entity, Grantee shall maintain liability and property insurance to cover actionable legal claims for liability or loss which are the result of injury to or death of any person and damage to property (including property of Grantor) caused by the negligent acts or omissions or negligent conduct of Grantee, to the extent permitted by law, in connection with the work and activities of this Agreement. Furthermore, as between the parties to this Agreement, each party agrees to be liable for the negligent acts or negligent omissions by or through itself and its respective employees, agents, and contractors. Each party to this Agreement further agrees to defend itself and pay any judgments and costs arising out of such negligent acts or omissions, and nothing in this Agreement shall impute or transfer any such liability from one party to the other.

19. **Forbearance Not a Waiver.** No act of forbearance or failure to insist on the prompt performance by Grantee of its obligations under this Agreement, either express or implied, shall be construed as a waiver by Grantor of any of its rights hereunder.
20. **Certification of Funds Available.** None of the rights, duties, and obligations described in this Agreement shall be binding upon either party until all statutory provisions of the Ohio Revised Code, including, but not limited to, Section 126.07, have been complied with, and until such time as all necessary funds have actually been made available and forthcoming from the appropriate state and/or federal agencies.
21. **Conflict of Interest.** No personnel of Grantee, contractor of Grantee or personnel of any such contractor, and no public official who exercises any functions or responsibilities in connection with the review or approval of any work completed under this Agreement, shall, prior to the completion of such work, voluntarily or involuntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge or fulfillment of their functions or responsibilities with respect to the completion of the work contemplated under this Agreement. Grantee shall immediately disclose in writing to Grantor any such person who, prior to or after the execution of this Agreement, acquires any personal interest, voluntarily or involuntarily. Grantee shall cause any such person who, prior to or after the execution of this Agreement, acquires any personal interest, voluntarily or involuntarily, to immediately disclose such interest to Grantor in writing. Thereafter, such person shall not participate in any action affecting the work under this Agreement unless Grantor determines that, in light of the personal interest disclosed, their participation in any such action would not be contrary to the public interest.
22. **Adherence to State and Federal Laws and Regulations.**
- a. **General.** Grantee shall comply with all applicable federal, state, and local laws in the performance of Grantee's obligations under this Agreement, the completion of the Project and the operation of the Project as long as Grantee has any obligation to Grantor under this Agreement. Without limiting the generality of such obligation, Grantee shall pay or cause to be paid all unemployment compensation, insurance premiums, workers' compensation premiums, income tax withholding, social security withhold, and any and all other taxes or payroll deductions required for all employees engaged by Grantee in connection with the Project, and Grantee shall comply with all applicable environmental, zoning, planning and building laws and regulations.
 - b. **Ethics.** Grantee, by its signature on this document, certifies: (1) it has reviewed and understands the Ohio ethics and conflict of interest laws including, without limitation, **ORC Sections 102.01 et seq., 2921.01, 2921.42, 2921.421, 2921.43, and 3517.13(I) and (J),** and (2) will take no action inconsistent with those laws, as any of them may be amended or supplemented from time to time. Grantee understands that failure to comply with the ethics and conflict of interest laws, is in itself, grounds for termination of this Agreement and the grant of funds made pursuant to this Agreement and may result in the loss of other contracts or grants with the State of Ohio.
23. **Outstanding Liabilities.** Grantee represents and warrants that it does not owe: (1) any delinquent taxes to the State of Ohio (the "State") or a political subdivision of the State; (2) any amount to the State or a state agency for the administration or enforcement of any environmental laws of the State; and (3) any other amount to the State, a state agency or a political subdivision of the State that are past due, whether or not the amounts owed are being contested in a court of law.
24. **Falsification of Information.** Grantee represents and warrants that it has made no false statements to Grantor in the process of obtaining this award of the Grant Funds. If Grantee has knowingly made a

false statement to Grantor to obtain this award of the Grant Funds, Grantee shall be required to return all the Grant Funds immediately pursuant to **ORC Section 9.66(C)(2)** and shall be ineligible for any future economic development assistance from the State, any state agency or a political subdivision pursuant to **ORC Section 9.66(C)(1)**. Any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to **ORC 2921.13(F)(1)**, which is punishable by a fine of not more than \$1,000 and/or a term of imprisonment of not more than 180 days.

25. **Public Records.** Grantee acknowledges that this Agreement and other records in the possession or control of Grantor regarding the Project are public records under **ORC 149.43** and are open to public inspection unless a legal exemption applies.
26. **Debarment.** Grantee certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency as defined in **2 CFR Part 180** and **2 CFR 2424**.
27. **Budget Reductions.** Should Grantor's funding levels be reduced, Grantor shall notify Grantee in writing of the extent of any reduction to the Grant Funds and reduce Grantee's commitments in a manner corresponding to the reduction of Grant Funds and such notice shall result in the Agreement being amended without further action by the parties. Grantee hereby irrevocably authorizes Grantor to reduce the amount of Grant Funds provided under this Agreement upon written notice to Grantee provided there is a corresponding reduction in commitments outlined on page 1 of this Agreement.
28. **Miscellaneous**
 - a. **Forum and Venue.** Grantee irrevocably submits to the non-exclusive jurisdiction of any federal or state court sitting in Columbus, Ohio, in any action or proceeding arising out of or related to this Agreement, Grantee agrees that all claims in respect of such action or proceeding may be heard and determined in any such court, and Grantee irrevocably waives any objection it may now or hereafter have as to the venue of any such action or proceeding brought in such court or that such court is an inconvenient forum. Nothing in this Agreement shall limit the right of Grantor to bring any action or proceedings against Grantee in the courts of any other jurisdiction. Any actions or proceedings by Grantee against Grantor or the State of Ohio involving, directly or indirectly, any matter in any way arising out of or related to this Agreement shall be brought only in a court in Columbus, Ohio.
 - b. **Entire Agreement.** This Agreement, including its exhibits and documents incorporated into it by reference, constitutes the entire agreement and understanding of the parties with respect to its subject matter. Any prior written or verbal agreement, understanding or representation between the parties or any of their respective officers, agents, or employees is superseded and no such prior agreement, understanding or representation shall be deemed to affect or modify any of the terms or conditions of this Agreement.
29. **Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.
30. **Pronouns.** The use of any gender pronoun shall be deemed to include all the other genders, and the use of any singular noun or verb shall be deemed to include the plural, and vice versa, whenever the context so requires.

31. **Headings.** Section headings contained in this Agreement are inserted for convenience only and shall not be deemed to be a part of this Agreement.
32. **Counterparts: PDF Accepted.** This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Copies of signatures sent by facsimile transmission or provided electronically in portable document format ("PDF") shall be deemed to be originals for purposes of execution and proof of this Agreement.
33. **Notices.** All notices, consents, demands, requests and other communications which may or are required to be given hereunder shall be in writing and shall be deemed duly given if personally delivered or sent by United States mail, registered or certified, return receipt requested, postage prepaid, to the addresses set forth hereunder or to such other address as the other party hereto may designate in written notice transmitted in accordance with this provision.

In the case of Grantor, to:

Ohio Department of Development
Office of Community Infrastructure
77 South High Street, 26th Floor
Columbus, Ohio 43215-6130
Attn: Deputy Chief

In the case of Grantee, to:

Village of Carroll
68 Center Street, Carroll, OH 43112

Signature

Each of the parties has caused this Grant Agreement to be executed by its authorized representatives as of the dates set forth below their respective signatures.

Grantee:

Village of Carroll

Authorized Official:



Printed Name:

PRESTON BARRINGTON

Title:

Mayor

Date:

6/11/24

Grantor:

State of Ohio

Department of Development

By:

Printed Name:

Title:

Date:

Grantee Must Enter Unique Entity Identification (UEID) Information and SAM.gov registration expiration:

UEID:	NLUVUBS77DU6	Expiration Date:	7/3/2025
-------	--------------	------------------	----------

EXHIBIT I

Scope of Work/Grant Application

Project scope of work is located within Grantor online application system (Salesforce).

EXHIBIT II

Reporting

Grantee shall provide the documents listed below by the date(s) specified herein or to be determined by Grantor. Grantor shall provide a format for these documents and shall instruct Grantee in the proper completion of such documents. The reporting and recordkeeping requirements listed herein shall not be construed to limit Grantor from making additional requests or from changing or including additional detail. Failure to submit required reports will result in non-payment of monthly expenditures.

- 1. Financial Reimbursement Requests:** all financial reimbursement requests must be submitted electronically to the Grantor on a monthly basis as costs are incurred. Supporting documentation for costs submitted for reimbursement must be uploaded and submitted within the electronic system as part of the request. If an advance of funds is being requested, provide a rational for the advance and anticipated uses.
- 2. Program Reports:** Program reports must be submitted on a quarterly basis. Program reports must be submitted by close of business, on the second Friday at the end of each quarter. Program reports must include the following information:
 - a. Narrative summary of use of funds during the reporting period
 - b. Narrative describing promoting equitable outcomes. Describe efforts used to promote equitable outcomes, including how projects were implemented with equity in mind.
 - c. Narrative describing community engagement
 - d. Labor Practices: Describe workforce practices on projects implemented. How is the project using strong labor standards to promote effective and efficient delivery of high-quality infrastructure.
 - e. Project Construction Start Date (if applicable)
 - f. Project Operations date
 - g. National Pollutant Discharge Elimination System (NPDES) Permit Number (if applicable)
 - h. Public Water System (PWS) ID Number (if applicable)
 - i. Information on Matching funds utilized during the reporting period (i.e., source, amount and uses)
- 3. Final Report:** A final project report must be submitted 15 days after the end of this agreement. The final report must include the following information:
 - a. Number of new households who have access to public water or centralized sewer system
 - b. Number of public and private service lines replaced
 - c. Number of home sewage treatment systems replaced

EXHIBIT III

Contract Provisions

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, *as applicable*:

1. Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
2. All contracts more than \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.
3. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
4. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts more than \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
5. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity more than \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer based on a standard work week of 40 hours. Work more than the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

6. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract 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 recipient or subrecipient 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 implementing regulations issued by the awarding agency.
7. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
8. Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
9. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
10. See §200.323 Procurement of recovered materials.
11. See §200.216 Prohibition of certain telecommunications and video surveillance services or equipment.
12. See §200.322 Domestic preferences for procurements.

EXHIBIT IV

Special Conditions

Special Conditions may only be included by Grantor within this Grant Agreement if such conditions were previously agreed upon by Grantee and Grantor.

Exhibit V

Allowable Costs Policy and Procedure

1. **General Principles for Allowability – General Criteria.** Entities who receive federal grant subawards from the Ohio Department of Development may only charge costs to the grant that are allowable as defined by this procedure and federal rules. Subgrantees must submit an expense budget showing all expenses to be charged to the grant prior to receiving funding, and all expenses charged to a federal grant must be allowable. All costs proposed for federal grants must meet the following general standards:
 - a. Be necessary. Costs must be needed to meet program goals.
 - b. Be reasonable. The purchaser acted with care. The cost fits under the heading “sound business practice.”
 - c. Can be allocated. Costs must be charged in relation to benefits received.
 - d. Be given consistent treatment. Costs directly charged cannot also be indirectly charged.
 - e. Be determined in accordance with generally accepted accounting principles.
 - f. Be adequately documented.
2. **Selected Items of Cost.** Below is a list of common costs considered allowable and unallowable. This list is not all-inclusive. A cost not listed does not mean it is either allowable or unallowable. Subgrantees should use the allowable standards in Section I and refer to federal rules in 2 CFR 200 Subpart E – Cost Principles when determining if a cost is allowable.
 - a. **Allowable Costs.** Below are allowable costs in accordance with 2 CFR 200 Subpart E – Cost Principles. All costs must also meet the general criteria described in Section I.
 1. Advertising for:
 - a. Recruitment of personnel.
 - b. Procurement of goods and services.
 - c. Disposal of scrap or surplus materials.
 - d. Program outreach.
 2. Communications. Examples include telephone, cellular phone, and internet service.
 3. Conferences where the primary purpose is to provide technical information. Examples include informing subrecipients or contractors of:
 - a. New laws and regulations affecting a federal grant.
 - b. Changes to the grant agreement.
 - c. New strategies to improve grant performance.
 4. Insurance.
 5. Maintenance and repair.
 6. Materials and supplies.
 7. Meals and refreshments. Generally, there is a very high burden of proof to show that paying for food and beverages with Federal funds is necessary to meet the goals and objectives of a Federal grant. There must be adequate documentation on:
 - a. The necessity of having a meeting during a mealtime instead of during normal business hours.
 - b. The grant-related subjects discussed.
 - c. Include a list of members attending and receiving meals and/or refreshments.
 - d. Itemized meal cost receipts containing the date and name of the organization providing the meal.
 8. Memberships, subscriptions, and professional activity costs (excluding costs associated with lobbying).

9. Personnel and fringe benefits costs. Bonuses are allowable only if included in the grant budget, and policies for providing bonuses are set prior to performance of work and are not dependent on funding remaining in the grant.
10. Overtime may be eligible, but subgrantees may not exceed total personnel costs in the grant budget even with overtime costs included.
11. Postage, freight, and other shipping costs.
12. Professional service costs necessary for fulfilling the grant.
13. Publication and printing costs.
14. Public relations costs for communicating with the public. The information provided must relate to a specific activity or milestone of the federal grant. Costs for conducting general liaison with news and government are also allowed.
15. Rental costs of real property and equipment (idle property is unallowable unless it is to finish the satisfaction of a contract).
16. Travel and employee relocation costs following the subgrantee's policy.
17. Audit costs eligible under 2 CFR 200.425

b. Unallowable Costs. Certain costs are not allowed to be charged to federal grants. These costs are not allowed according to 2 CFR 200 Subpart E – Cost Principles. Costs not allowed include but are not limited to:

1. Advertising and public relations except for those specified in 2 CFR Section 200.421.
2. Alcoholic beverages.
3. Bad debts. These include losses arising from uncollected accounts.
4. Capital expenses such as construction of a new building are unallowable except in cases where the federal grant program and award specifically permits capital expenses.
5. Capital Improvement costs for general purpose or improvements to equipment, buildings, and land as direct charges, except in cases where the federal grant program and award specifically permits capital improvement expenses.
6. Criminal, civil, or administrative proceeding against the subgrantee.
7. Donation costs to other entities. These costs include cash, property, and/or services.
8. Entertainment costs. These costs include pastime, social activities, and any associated costs.
9. Fundraising costs. These costs include financial campaigns, donation drives, gifts, and similar costs incurred to raise capital or obtain contributions.
10. Goods or services for personal use by [Entity] employees.
11. Idle facilities.
12. Interest charged.
13. Investment counsel and staff and similar costs incurred to enhance income from investments.
14. Lobbying costs.
15. Meals and refreshments while engaging in day-to-day business or staff training and meetings with employees.
16. Membership costs for any social or dining clubs or organizations (e.g., country club).
17. Office decorations.
18. Penalties, fines, or late fees.
19. Promotional items and memorabilia, such as giveaways, gifts, and souvenirs.
20. Shifted costs to overcome funding shortages.
21. Travel costs exceeding reasonable lodging and meal allowances.
22. Audit costs ineligible under 2 CFR 200.425.

3. Adequate Documentation. All vouchered expenses must be accompanied with supporting documentation to ensure costs are reasonable, allowable, and allocable.

a. Minimum Requirements of Supporting Documents. Supporting documents must show:

1. Name of business.
2. Date of purchase/service completed.
3. Itemized cost.
4. Description of how costs benefit the grant.
5. Amount and percentage of costs allocated to all programs (if applicable).
6. Who requested and approved the purchase.
7. Other records to facilitate an effective audit.

b. Required Documentation for Personnel Compensation. Salaries and wages charged to a federal grant must be supported with time reports accurately reflecting the work performed in accordance with 2 CFR 200.430 (i) Standards for Documentation of Personnel Expenses. Required documentation for personnel compensation include:

1. Time reports with daily records of total hours worked.
2. Report must include all activity codes.
3. Time distributed accurately between all activities, including non-federal.
4. Use adequate increments (hours, half hours, minutes).
5. Signed by the employee and supervisor/designee with a statement attesting to the accuracy of the document.

4. Procurement Procedures. Subgrantees who make purchases with federal grant funding will comply with federal procurement rules in 2 CFR 200 Part D, Section 200.320, including rules for:

1. Micro Purchases;
2. Small Purchases below a Simplified Acquisition Threshold;
3. Larger Purchases over the Simplified Acquisition Threshold.

5. Competitive Procurement. In most cases, competitive procurement must be used for grant expenses. There are specific circumstances in which noncompetitive procurement can be used. Noncompetitive procurement can only be awarded if one or more of the following circumstances apply:

1. The acquisition of property or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold;
2. The item is available only from a single source;
3. The public exigency or emergency for the requirement will not permit a delay resulting from publicizing a competitive solicitation;
4. The Federal awarding agency or pass-through entity expressly authorizes a noncompetitive procurement in response to a written request from the non-Federal entity; or
5. After solicitation of a number of sources, competition is determined inadequate.

Water Pollution Control Loan Fund

Exhibit 1

Project Name: Sanitary Sewer Improvements Phase III

Borrower: Carroll

Loan Number: CS390228-0004

Address: <unknown>

City & State: OH

Zip Code:

Borrower's Authorized Representative: Preston Barringer

Phone: <unknown>

Project Description

The Village of Carroll is shifting from a grinder pump system to a more sustainable gravity flow collection for wastewater. Implementing this change involves installation of sanitary sewers, manholes, and force main. Securing this funding will not only enhance public health and environmental standards but also ensure the project remains financially viable for our vulnerable community members.

Cost Data

Activities	Eligible	CDBG	ODOD	OSG	H2Ohio	Total Project Cost
Technical Services						
Administration		\$30,000.00				\$30,000.00
Engineering Services	\$188,600.00		\$211,400.00			\$400,000.00
Construction						
JLD Construction Services, LLC - Base Bid		\$720,000.00	\$2,947,772.37	\$1,000,000.00	\$915,705.63	\$5,583,478.00
Other Costs						
Contingency	\$419,500.00		\$144,973.63			\$564,473.63
Other: OWDA Loan #9772					\$84,294.37	\$84,294.37
Total Estimated Cost	\$608,100.00	\$750,000.00	\$3,304,146.00	\$1,000,000.00	\$1,000,000.00	\$6,662,246.00

WPCLF Loan Information

Interest Rate: 3.07%
Term in Years: 45.0
Number of Payments: 90
Participation Rate: 0.0205723

Principal Amount: \$608,100.00
Interest: \$517,802.70
Total Cost of Borrowing: \$1,125,902.70
Payment: \$12,510.03

Project Schedule

Application Date: 09/17/2024
Resolution Date: 05/14/2024
Performance Certification: 08/31/2027

Initiation of Operation: 08/31/2026
Date of Initial Payment: 07/01/2027

Pledged Revenues

Section 603(d)(1)(C) of the Clean Water Act requires one or more dedicated sources of revenue for repayment of the loan. The following information specifies those sources

Revenue Source

Special Assessments	
General Taxes	
Wastewater Service Charge	\$1,125,902.70
Other:	
Total	\$1,125,902.70

To the best of my knowledge and belief, the information contained on this exhibit represents the actual project costs being requested from the WPCLF. I hereby acknowledge that the non-eligible and not funded costs identified above, if any, will be provided from sources other than the WPCLF as to allow the project to be fully implemented.

Preston Barringer

5/20/25
Date

Overflow Sewer Grant Program Grant Agreement

This Grant Agreement is made and entered into as of the "Effective Date" by and between the Director of the **Ohio Environmental Protection Agency**, hereinafter referred to as "**Ohio EPA**," or "**Grantor**" and the **Village of Carroll**, and its contractors, agents, and successors, hereinafter referred to as the "**Grantee**" or "**Subrecipient**" for eligible Project costs incurred during the project period in an amount not to exceed **\$1,000,000** ("Grant Subaward") to be used solely for eligible costs of implementing the Project in accordance with the terms of this Grant Agreement, and the Scope of Work, attached as Exhibit 1 and fully incorporated herein, and in accordance with Section 221 of the Clean Water Act (CWA), as amended by the 2018 America's Water Infrastructure Act, and Chapter 6111 of the Ohio Revised Code.

WITNESSETH THAT:

WHEREAS, Revised Code ("R.C.") 3745.01(C) and (E) authorize the Director to advise, consult, cooperate and enter into contracts or agreements with any other agencies of the state, the federal government, other states, interstate agencies, and persons and with affected groups, political subdivisions, and industries in furtherance of the purposes of R.C. Chapters 3704., 3714., 3734., 3745., 3751., 3752., 6109., and 6111., and to accept grants for water pollution control and water resource planning.

WHEREAS, the Funding Source of this Grant Agreement is Section 221 of the CWA, as amended by the 2018 America's Water Infrastructure Act, which authorizes EPA to award grants to states to finance treatment works to address sewer overflows, sanitary sewer overflows, or stormwater, notification systems to inform the public about overflows, or any other measures to manage, reduce, treat, or recapture stormwater or subsurface drainage.

WHEREAS Ohio EPA is the eligible **Recipient** under the Overflow Sewer Grant (OSG) program to implement a program to address sewer overflows, sanitary sewer overflows, or stormwater, notification systems to inform the public about overflows, or any other measures to manage, reduce, treat, or recapture stormwater or subsurface drainage.

WHEREAS Grantee is an eligible **Subrecipient** under the OSG federal funding. Subrecipients under the OSG federal funding may include eligible municipalities or municipal entities.

WHEREAS the Ohio EPA will provide the funding in an amount not to exceed **\$1,000,000** to **Grantee**. The **Ohio EPA** will provide the funding for the design and construction of the infrastructure improvements for **Grantee**.

WHEREAS, OSG funds remain subject to statutory requirements and must be used by the **Grantee** for costs incurred or obligations encumbered during the Project Period running from May 1, 2025 – December 31, 2025 ("Project Period") unless an extension is approved in writing by **Ohio EPA** for one or more of the purposes in Section 221 of the CWA, as amended by the 2018 America's Water Infrastructure Act.

Ohio Environmental Protection Agency

WHEREAS, the Director has determined that **Subrecipient's** Project conforms to the eligible projects for use of OSG federal funds as set forth in Section 221 of the CWA, as amended by the 2018 America's Water Infrastructure Act.

NOW THEREFORE, in consideration of the mutual covenants by and between the parties hereto, the parties agree as follows:

- I. **Grant Subaward.** Pursuant to the terms and conditions of this Agreement and requirements of Section 221 of the CWA, as amended by the 2018 America's Water Infrastructure Act, the **Ohio EPA Grantor** hereby awards to **Grantee** a Subaward Grant from OSG Federal Funds not to exceed **\$1,000,000** for the purpose of implementing the eligible project for the design and construction of the infrastructure improvements detailed in the **Scope of Work** attached as Exhibit 1 and fully incorporated herein.

Costs or expenditures incurred by the **Grantee** or **Grantee's** Contractors, Employees, or Agents for items or services that are not eligible expenditures or part of the Scope of Work as depicted in Exhibit 1 or that exceed the amount of this Grant Award may not be paid out or reimbursed from the Grant. Any grant-related expenditures made or paid prior to the effective date of the grant agreement will not be reimbursed pursuant to this agreement, except for approved costs incurred during the Project Period.

- II. **Grant Method of Disbursement and Release of Funds.** The **Grantee** agrees that all payments made under this Grant represent reimbursements based on actual costs and are made based upon **Grantee's** satisfactory performance of **Grantee's** obligations under this Grant Agreement.

Upon the effective date of this Grant Agreement, the **Grantee** may request disbursements from the Grant for eligible project costs as detailed in Exhibit 1 that meet the OSG eligibility criteria.

All such disbursements will be requested on the "Online Fund Payment Request Form" provided by the Ohio Water Development Authority ("OWDA") website. The parties to this Agreement expect that eligible costs directly associated with implementing the Project will be disbursed by the OWDA, either to the **Grantee**, or upon **Grantee's** request to contractors supplying materials or performing services in furtherance of this Agreement which have been designated by the **Grantee** as authorized recipients of such disbursements.

Ohio EPA will communicate the details of the disbursement process to OWDA within 30 days of the effective date of the Grant Agreement.

- III. **Changes to Project or Method of Disbursement.** Any change or changes that substantially modify the Method of Disbursement, will be submitted to **Ohio EPA** for prior written approval, and will be at **Ohio EPA's** discretion. The **Grantee** shall not submit payment requests for costs associated with the change orders until **Ohio EPA** approval has been obtained. Any changes or modifications made in accordance with this section shall be contingent upon **Ohio EPA** written approval, and as applicable OWDA approval, shall comply with Federal and State law, including the requirements of Section 221 of the

CWA, as amended by the 2018 America's Water Infrastructure Act, and ORC Chapter 6111. Any changes or modifications made in accordance with this section to this agreement or to the exhibits attached to this agreement shall be incorporated fully herein, and subject to the terms and conditions of this Grant Agreement.

IV. **Grantee's Representations.** **Grantee** agrees to proceed expeditiously with, and complete, the Projects in accordance with the specific terms and conditions set forth and each of the following: this Grant Agreement, and schedule contained herein, and any exhibits or agreements with the State incorporated herein or related to the Project, permit and plan approvals, and the approved project detailed plans and specifications, as applicable. **Grantee** also agrees to proceed under this agreement in a manner which conforms with the eligibility requirements of Section 221 of the CWA, as amended by the 2018 America's Water Infrastructure Act. **Grantee** accepts such performance as an essential element of this Agreement.

V. **Nondiscrimination.** The **Grantee** shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, age, sex, sexual orientation, military status, or any disability as defined in the Americans with Disabilities Act (ADA). The **Grantee** shall not, in any manner, discriminate, intimidate or retaliate against any employee on account of race, color, religion, sex, sexual orientation, military status, national origin, disability, age, or ancestry. The **Grantee** shall take affirmative action to ensure that employees are treated during employment, without regard to their race, color, religion, national origin, ancestry, age, sex, sexual orientation, military status, or any disability, as defined in the ADA. Such action shall include, but is not limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, including apprenticeship.

The **Grantee** agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. Furthermore, the **Grantee** agrees to comply with all pertinent provisions of ORC Section 125.111, 4112.02, and the Drug Free Workplace Act.

VI. **State Financial Commitment.** Nothing in this Agreement shall constitute, or be deemed to constitute, an obligation of future appropriations by the General Assembly of the State of Ohio. The State of Ohio's financial commitment to the **Project** shall not exceed the **Ohio EPA's** grant to **Grantee** described in Paragraph I.

VII. **Availability of Federal Monies.** It is expressly understood and agreed by the parties that none of the duties and obligations described in this Agreement shall be binding on either party until all applicable statutory provisions of the Revised Code including, but not limited to, R.C. 126.07, have been complied with, and until such time as all necessary federal monies are available or encumbered and, when required, such expenditure of federal monies is approved by the Controlling Board of the State of Ohio, or until such time that **Ohio EPA** provides Subrecipient with notice that such federal monies have been made available to Ohio by Ohio's federal funding source. If **Ohio EPA** should learn that federal monies are unavailable to meet its obligations set forth herein, **Ohio EPA** will use best efforts to promptly notify Subrecipient and this Agreement shall be deemed void *ab initio*.

Ohio Environmental Protection Agency

- VIII. Biennium Limitations.** As the current General Assembly cannot commit a future General Assembly to expenditure, this Agreement shall expire no later than the last day of the fiscal biennium for which funds have been appropriated to **Ohio EPA** by the Ohio General Assembly for this project, if applicable. Unless terminated pursuant to this Agreement, this Agreement shall be automatically renewed in each succeeding fiscal biennium in which any balance of sums payable by **Ohio EPA** under this Agreement remains unpaid, provided that both any applicable appropriation of unpaid funds and the certification required by R.C. 126.07 are made and provided further that the term of the payments shall not extend beyond the Project Closure Date, unless the parties consent to payments beyond the Project Closure Date.
- IX. Drug-Free:** The **Grantee** agrees to comply with all applicable federal, state, and local laws regarding smoke-free and drug-free workplaces and shall make a good faith effort to ensure that none of its employees or permitted subcontractors engaged in the work being performed hereunder purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs in any way.
- X.** The **Grantee** shall, in all solicitations or advertisements for employees placed by or on behalf of the **Grantee**, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, age, sex, sexual orientation, military status, or any disability, as defined in the ADA.
- XI.** The **Grantee** shall comply with the State Equal Employment Opportunity guidelines, and any direction as set forth by officials or agencies of the State or Federal Government that seek to eliminate unlawful employment discrimination, and with all other State and Federal efforts to assure equal employment practices under this Agreement. Before and during performance, the **Grantee** shall promptly comply with all requests and direction from the State of Ohio or any of its officials and agencies.
- XII.** Upon the **Grantee's** noncompliance with the nondiscrimination clauses of this Agreement, this Agreement may be canceled, terminated, or suspended in whole or in part, and the **Grantee** may be ineligible for further state contracts and such other sanctions may be imposed and remedies instituted as otherwise provided by the law.
- XIII.** This Agreement may be canceled, terminated, or suspended in whole or in part upon a determination by the **Ohio EPA** that the **Grantee** is in breach of this agreement due to any violation of the terms or conditions of this Agreement, including **Grantee's** representations under this Agreement and the requirement that the **Grantee's** project meets the eligibility criteria of Section 221 of the CWA, as amended by the 2018 America's Water Infrastructure Act. Such a determination may render **Grantee** ineligible for reimbursement under this Grant Agreement or further state contracts.
- XIV.** It is fully understood and agreed that neither **Grantee** nor any of its employees or other personnel shall, at any time or for any purpose, be considered as agents or employees of the **Ohio EPA** or the State of Ohio. The **Grantee** certifies that neither the **Grantee** nor its employees or other personnel are public employees of the Agency under federal or state law for tax, Workers' Compensation, and retirement deduction purposes.

XV. Compliance Assurance: The **Grantee** shall carry out and administer the project according to all applicable federal, state, and local laws, rules, regulations, ordinances, and the terms of this Agreement. Nothing in this agreement is intended to constitute approval from the **Ohio EPA** for activities associated with the construction and/or operation of the project. **Grantee** is responsible for applying for and receiving all applicable permits and approvals for the project in accordance with applicable federal, state, and local requirements.

XVI. Grantor Access and Copyright: The designated representatives of **Ohio EPA** shall have access to inspect the work described in the project, and retain all other lawful access pursuant to statute, regulation, or other agreements.

Grantee shall, at the written request of the **Grantor**, provide **Grantor** with any documents, information, photographs, software, and all other materials and property prepared, developed, created, or discovered by **Grantee** under or related to this Agreement.

Grantor reserves a royalty-free, nonexclusive, and irrevocable license and unrestricted right to reproduce, document, publish, disclose or otherwise use, and to authorize others to use, in whole or in part, for State purposes: i) the copyright in any work developed under this Agreement; and ii) any right of copyright to which **Grantee** purchases ownership with grant monies.

XVII. Quarterly Project Performance and Fiscal Report.

Quarterly Project and Fiscal Report for the Project subject to this Grant Agreement shall be prepared by **Grantee** and submitted to **Ohio EPA DEFA** at the address provided in *Section XXXVII, Notice*, no later than January 10, April 10, July 10, and October 10, on a quarterly basis from the effective date of this agreement until completion of the entire project. Each Quarterly report shall include a narrative describing the activities that were undertaken with respect to the Grant Agreement and demonstrates to **Ohio EPA DEFA's**, satisfaction that the OSG federal funds were utilized for eligible program expenditures, together with detailed information on the project.

XVIII. Final Reports.

Final Project Report. Not later than 60 days following completion of the **project Grantee** shall prepare and submit to **Ohio EPA DEFA** at the address provided in *Section XXXVII, Notice* a Final Report of the project activities that were undertaken with respect to the OSG federal funds were utilized for eligible program expenditures, consistent with Section 221 of the CWA, as amended by the 2018 America's Water Infrastructure Act.

Final Fiscal Report. Not later than 60 days following completion of the project, **Grantee** shall: (i) complete a full, final written accounting of the expenditure of the OSG federal funds utilized under this agreement; and (ii) submit a copy of such accounting to **Ohio EPA DEFA** at the address provided in *Section XXXVII, Notice*, for review and approval. The Final Fiscal Report shall include a summary of the quarterly project reports, reflecting that all amounts disbursed were utilized for eligible expenditures, and reflect any

Ohio Environmental Protection Agency

remaining expenditures to demonstrate to **Ohio EPA DEFA's** satisfaction that the OSG federal funds were utilized for eligible program expenditures up to the amount of the total **grant award**. If the final fiscal report documents that not all funds were disbursed and the project is complete, all unused funds shall be returned to **Grantor** within 30 days.

- XIX. Right to Audit.** **Grantor** shall at any reasonable time have the right of access to and the right to audit all books and records, financial or otherwise, pertinent to the administration and operation of this project. Said books and records shall be made available to the Ohio Auditor of State in the same manner provided to **Grantor**. The **Grantee** shall keep said books and records in a manner consistent with generally accepted accounting procedures in a common file to facilitate audits and inspections by Grantee and the Ohio Auditor of State. In the event of a special audit conducted following a confirmed violation of the terms of this agreement, the **Grantee** will be responsible for the actual cost of the audit. Said costs shall be determined by the State of Ohio.
- XX.** All activities associated with this Agreement will be subject to fiscal and compliance audits in accordance with 2 CFR 200; and Generally Accepted Auditing Standards. Subrecipient shall comply with the audit requirements of 2 CFR 200 Subpart F. An audited **Grantee** shall submit to the Federal Audit Clearinghouse and make available for public inspection a copy of the audit, data collection form and reporting package as described in 2 CFR 200 Subpart F – Audit Requirements within the earlier of 30 days after receipt of the auditor's report(s) or nine months after the end of the audit period. In addition, **Grantee** must notify the **Grantor** when their audit reporting package is submitted to the Federal Audit Clearinghouse. Notification should be sent to **Ohio EPA DEFA** at the address provided in *Section XXXVII, Notice*, and must take place within seven (7) days following submission of the reporting package to the Federal Audit Clearinghouse.
- XXI. Records.** **Grantee** shall preserve all account statements, documents, and other records associated with this Agreement and the Project Account for a minimum of five (5) years after termination of this Agreement.
- XXII.** Neither this Agreement, nor any rights, duties, nor obligations hereunder, may be assigned, delegated, or transferred in whole or in part by the **Grantee** without prior written consent of the State. Any assignment or delegation not consented to may be deemed void by the State.
- XXIII.** The **Grantee** by signature on this document, certifies that it: (1) has reviewed and understands the Ohio ethics and conflict of interest laws, including the requirements found in Ohio Revised Code Chapter 102 and in Ohio Revised Code Sections 2921.42 and 2921.43, and (2) **Grantee** is currently in compliance with, and will continue to adhere to, the requirements of Ohio ethics laws and conflict of interest laws and will take no action inconsistent with those laws. The **Grantee** understands that failure to comply with Ohio's ethics and conflict of interest laws is, in itself, grounds for termination of this Agreement and may result in the loss of other contracts or grants with the State of Ohio. No personnel of Contractor or public official, employee or member of the governing body of any locality in which work under this Agreement is being carried out, and who exercises any functions or responsibilities in connection with the review or approval of this Agreement or carrying out of any such work, shall, prior to the completion of the work,

Ohio Environmental Protection Agency

voluntarily acquire any personal interest that is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out the work. Any such person who acquires an incompatible or conflicting personal interest on or after the effective date of this Agreement, or who involuntarily acquires any such personal interest, shall immediately disclose his or her interest to **Ohio EPA** in writing. Thereafter, he or she shall not participate in any action affecting the work under this Agreement, unless **Ohio EPA** determines in its sole discretion that, in the light of the personal interest disclosed, his or her participation in any such action would not be contrary to public interest.

XXIV. The **Grantee** affirms that, as applicable to it, no party listed in Division (I) or (J) of Section 3517.13 of the Ohio Revised Code or spouse of such party has made, as an individual, within the two previous calendar years, one or more contributions in excess of the amounts specified in ORC 3517.13, to the Governor or to his campaign committees.

XXV. Federal Debarment. By entering into this Agreement, Subrecipient hereby certifies, represents, and warrants to **Ohio EPA**, that Subrecipient and its principals are not excluded or disqualified from entering into covered transactions under 2 CFR Part 180, as implemented and supplemented by 2 CFR Part 1532, and should this certification, representation and warranty be deemed to be false, this Agreement shall be void *ab initio* and any federal monies paid pursuant to this Agreement shall be immediately repaid to **Ohio EPA** or an action may be immediately commenced by the state or federal government for recovery of said federal monies. Subrecipient shall comply with 2 CFR Part 180 Subpart C, Responsibilities of Participants Regarding Transactions Doing Business with Other Persons, as implemented and supplemented by 2 CFR Part 1532. Subrecipient shall be responsible for ensuring that any lower tier covered transaction, as described in 2 CFR Part 180 Subpart B, Covered Transactions, includes a term or condition requiring compliance with Subpart C.

Subrecipient shall be responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. Subrecipient acknowledges that failing to disclose the information required under 2 CFR 180.335 may result in the delay of payments, the suspension or termination of this Agreement, or pursuance of legal remedies including but not limited to suspension or debarment.

Subrecipient shall, when entering a covered transaction with another person at the next lower tier, verify, pursuant to 2 CFR 180.300, that said person is not excluded or disqualified.

XXVI. State Debarment. Subrecipient hereby certifies, represents and warrants that Subrecipient and its principals are not excluded or disqualified from consideration of state awards by the Director of the Department of Administrative Services pursuant to R.C. 153.02 or 125.25, and should this certification, representation, and warranty be found to be false, this Agreement is void *ab initio* and any federal monies provided to Subrecipient pursuant to this Agreement shall be immediately repaid to **Ohio EPA** and an action may be immediately commenced by the state for recovery of said monies.

- XXVII. Civil Rights Act.** By entering into this financial assistance Agreement for the use of OSG federal funds, Subrecipient agrees to implement the Project consistent with the Civil Rights Act of 1964, and agrees that pursuant to 42 U.S.C.A. § 2000d: "No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance."
- XXVIII.** The **Grantee** affirmatively represents and warrants to **Ohio EPA** that it is not subject to a finding for recovery under ORC 9.24 or otherwise qualifies under that section. The **Grantee** agrees that if this representation or warranty is deemed to be false, the Agreement shall be void *ab initio* as between the parties to this Agreement, and any funds paid by **Ohio EPA** hereunder immediately shall be repaid to **Ohio EPA**, or an action for recovery immediately may be commenced by **Ohio EPA** for recovery of said funds. The **Grantee** affirmatively represents and warrants to **Ohio EPA** that it is not debarred from consideration for contract awards by the Director of the Department of Administrative Services, pursuant to either ORC 153.02 or ORC 125.25. If this representation and warranty is false, this Agreement is void *ab initio* and **Grantee** shall immediately repay to the State any funds paid under this Agreement.
- XXIX. Provision of Services to be within the United States, Prohibition on the Purchases of Services from or Investments in Russian Institutions and Companies, and Requirement to Buy American.** Subrecipient affirms to have read and understands Executive Order 2019-12D and Executive Order 2022-02D and shall abide by those requirements in the performance of this Agreement and shall perform no services required under the Agreement outside of the United States or purchase services from or investment in Russian institutions and companies. Notwithstanding any other terms of this Agreement, the State reserves the right to recover any funds paid for services the Subrecipient performs outside of the United States for which it did not receive a waiver or funds paid for services from or investments in Russian institutions and companies. The State does not waive any other rights and remedies provided the State in this Agreement. If applicable, all manufactured products used in the projects are to be produced in the United States as required by the Build America, Buy America Act (BABAA), *eff May 14, 2022*.
- XXX.** **Grantee** shall be responsible for its own acts and omissions and will be responsible for any and all damages, costs, and expenses that arise out of the performance of this Agreement and that are due to **Grantee's** own negligence, tortious acts, or other conduct or that are due to the negligence, tortious acts, or other conduct of the **Grantee's** respective agents, officers, or employees.
- XXXI. Liability.** Each party agrees to be responsible for any personal injury or property damage caused by the negligent acts or negligent omissions by or through itself or its agents, employees and contracted servants and each party further agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent acts or negligent omissions, and nothing in this Agreement shall impute or transfer any such responsibility from one to the other.

Ohio Environmental Protection Agency

- XXXII. Severability.** A determination by a court of competent jurisdiction that any part of this Agreement is invalid shall not invalidate or impair the force or effect of any other part hereof, except to the extent that such other part is wholly dependent for its operation on the part so declared invalid.
- XXXIII.** This Agreement shall remain in effect until the entire **project** is completed and the Auditor of State has completed the local government audits for the last year in which grant funds were disbursed. If the Ohio Auditor of State issues a finding for recovery to the Grantee, the **Ohio EPA** reserves the right, at any time after execution of this Agreement to terminate, revise, or extend the grant in whole or in part, upon written notification to the **Grantee**. The **Grantee**, upon receipt of notice of termination, shall not incur any new obligations and shall take all necessary and appropriate steps to limit disbursements and minimize costs and obligations, including cancelling as many outstanding obligations as possible. If requested by the **Ohio EPA**, the **Grantee** shall promptly furnish a report that describes the status of all work under this Agreement as of the date of receipt of the termination notice. The **Grantee** agrees to waive any right to, and shall make no claim for, additional compensation against the **Ohio EPA** by reason of such termination.
- XXXIV.** The State, in its sole discretion, may provide written notice to **Grantee** of a breach and permit the **Grantee** to cure the breach. Such cure period shall be no longer than 21 calendar days. Notwithstanding the State permitting a period of time to cure the breach or the **Grantee's** cure of the breach, the State does not waive any of the rights and remedies provided to the State in this Agreement.
- XXXV. Termination.** **Ohio EPA** reserves the right, at any time after the Effective Date to terminate, revise, or extend the grant in whole or in part, upon written notification to the **Grantee** in the event that **Ohio EPA** does not have access to the federal funding source.
- XXXVI.** The **Grantee**, upon receipt of notice of termination, shall not incur any new obligations and shall take all necessary and appropriate steps to limit disbursements and minimize costs and obligations, including cancelling as many outstanding obligations as possible.

If requested by the **Ohio EPA**, the **Grantee** shall promptly furnish a report that describes the status of all work under this Agreement as of the date of receipt of the termination notice. The **Grantee** agrees to waive any right to, and shall make no claim for, additional compensation against the **Ohio EPA** by reason of such termination.

Upon termination of this Agreement, all unspent funds and funds subject to a finding for recovery by the Ohio Auditor of State, if any, shall be returned to the **Ohio EPA** in accordance with the terms and conditions in this Grant Agreement, but no later than within forty-five (45) days of **project** completion or receiving notification of any termination of the grant or program. Any payment not received within forty-five days of the due date may be turned over to the Attorney General for collection as a delinquent claim, and the **Grantee** agrees to pay the **Ohio EPA** all costs the **Ohio EPA** incurs for delinquent collections by the Attorney General's office.

Ohio Environmental Protection Agency

- XXXVII. Notices.** All communications shall be in writing and shall be hand-delivered; mailed first class, postage pre-paid; or mailed certified or registered mail, postage pre-paid or e-mailed, as follows:

OSG Project and Fiscal Reports to:

Ohio Environmental Protection Agency
Division of Environmental and Financial Assistance
Attn: Florel Fraser, Financial Program Manager
50 West Town Street, P.O. Box 1049
Columbus, Ohio 43216-1049.
Florel.Fraser@epa.ohio.gov

- XXXVIII. Grant Funds Not Expended.** If Grant Funds are not expended by **Grantee** in accordance with the terms and conditions of this Agreement, the award of the Grant Funds shall cease, and **Grantor** shall have no further obligation to release the Grant Funds. **Grantor** shall also have no obligation to release any amount of Grant Funds that exceeds the eligible costs of the project actually incurred by **Grantee**. If Grant Funds have been released to **Grantee** and **Grantor** determines that **Grantee** has not performed in accordance with the terms and conditions of this Agreement, **Grantee** shall return such improperly expended Grant Funds within Forty-Five (45) Days of demand by **Grantor**. In the event that the project is affirmatively abandoned by **Grantee**, all Grant Funds released by **Grantor** to **Grantee** under this Agreement shall be refunded to **Grantor** by **Grantee** within Forty-Five (45) days after abandonment has occurred.

- XXXIX. Cybersecurity.** Grantee will consider and address physical and cyber security, when applicable, risks relevant to the type and scale of the project. Grantee's cybersecurity program should reasonably conform to an industry recognized cybersecurity framework including any of the following or any combination of the following:

- (a) The "Framework for Improving Critical Infrastructure Cybersecurity" developed by the "National Institute of Standards and Technology" (NIST);
- (b) "NIST Special Publication 800-171";
- (c) "NIST Special Publications 800-53 and 800-53a";
- (e) "NIST Cybersecurity Framework";
- (f) "Cybersecurity and Infrastructure Security Agency Cybersecurity Performance Goals";
- (g) The "Center for Internet Security Critical Security Controls for Effective Cyber Defense";
- (h) The "International Organization for Standardization/International Electrotechnical Commission 27000 family - Information Security Management Systems."

Additionally, Grantee must not use equipment that would otherwise be barred from federal funding under 2 CFR § 200.216 and the prohibition on certain telecommunications and video surveillance services or equipment.

OSG Grant Program

Village of Carroll

Exhibit 1

Project Name: Sanitary Sewer Improvements Phase III
OSG Grant Recipient: Village of Carroll
Authorized Representative: Preston Barringer, Mayor

Project Description and Scope of Work

The Village of Carroll will replace its existing grinder pump system with a gravity flow collection system for wastewater. This project is the final phase to eliminate sanitary sewer backups and overflows. Construction activities include installation of sanitary sewers, manholes, and force main.

Activities	Cost Data					Total Project Cost
	OSG Grant	WPCLF	CDBG Grant	ODOD Grant	H2Ohio Grant	
Administration			\$30,000.00			\$30,000.00
Engineering Services		\$188,600.00		\$211,400.00	\$84,294.37	\$484,294.37
Construction	\$1,000,000.00		\$720,000.00	\$2,947,772.37	\$915,705.63	\$5,583,478.00
Contingency		\$419,500.00		\$144,973.63		\$564,473.63
Total	\$1,000,000.00	\$608,100.00	\$750,000.00	\$3,304,146.00	\$1,000,000.00	\$6,662,246.00

Ohio Environmental Protection Agency

Effective Date. This Agreement shall be effective upon execution of this Agreement by all Parties, the "Effective Date," and shall continue in full force and effect until completion of the entire **project**, or until all obligations of the **Grantee** under this Agreement have been fully satisfied, whichever is later.

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

Grantee/Subrecipient: Village of Carroll

Award: \$1,000,000

(I, we) have the authority to sign this Agreement and do so in (my/our) respective capacities:

Grantee Signature

Signed:  Date: 6/4/25
Authorized Official: Mayor Preston Barringer

OHIO ENVIRONMENTAL PROTECTION AGENCY

BY: _____ DATE: _____
John Logue
Director, Ohio EPA

Carroll

Account #

11317

EPA #

H2Ohio

Purpose

Sewer

Project

Sanitary Sewer Improvements Phase III

<div>↑↓</div> Type	<div>Amount↑↓</div> Financed	<div>Current↑↓</div> Balance	<div>↑↓</div> Rate	<div>↑↓</div> Term	First Payment	Last Payment	<div>Disbursement↑↓</div> Status	<div>Repayment↑↓</div> Status	<div>Application↑↓</div> Status	<div>Funde</div> Status
Strategic Initiatives - H2Ohio Round 5 - 2024										
Grant	\$1,000,000.00	\$0.00	*None	0	12/30/1899	12/30/1899	Active	Repaid	Approved	Funded
Totals:	\$1,000,000.00	\$0.00								

↶

Contractor Information

<div>↑↓</div> Contractor ID	<div>↑↓</div> Encumbered Amount	<div>↑↓</div> Contingency Amount	<div>↑↓</div> Disbursed Amount	<div>Undisbursed Balance↑↓</div> Amount
A	\$915,705.63	\$0.00	\$0.00	\$915,705.63
PL	\$84,294.37	\$0.00	\$84,294.37	\$0.00
Totals:	\$1,000,000.00	\$0.00	\$84,294.37	\$915,705.63

OFFICIAL CERTIFICATE OF ESTIMATED RESOURCESREVISED CODE SECTION 5705.36

County Auditor's Office, Fairfield County, Ohio

Date: 07/14/25

Fiscal Year: 2025

Taxing Authority: Village Of Lithopolis

Submitted By: Jacinta Flowers

The following is the "Official Certificate of Estimated Resources" for the fiscal year beginning fiscal year 2025 as revised by the Budget Commission of Fairfield County, which shall govern the total of appropriations made at any time during the fiscal year:

Funds	Unencumbered Balance	Taxes	Rollbacks & Other Sources	Total
General Fund	\$1,884,482.39	\$1,045,885.00	\$0.00	\$2,930,367.39
Special Revenue Fund	\$417,038.51	\$0.00	\$259,674.30	\$676,712.81
Capital Projects Fund	\$126,457.38	\$61,803.00	\$0.00	\$188,260.38
Enterprise Fund	\$1,654,903.11	\$0.00	\$1,657,504.00	\$3,312,407.11
Fiduciary Fund	\$17,810.00	\$0.00	\$0.00	\$17,810.00
Total All Funds	\$4,100,691.39	\$1,107,688.00	\$1,917,178.30	\$7,125,557.69

Jacinta Flowers Treasurer
Village Of Lithopolis
Box 278
Lithopolis, Ohio, 43136



Budget Commission:

Fiscal Year: 2025

Certificate Submission

County Auditor's Office, Fairfield County, Ohio

Date: 07/14/25

Fiscal Year: 2025
Taxing Authority: Village Of Lithopolis
Submitted By: Jacinta Flowers

Fund	Prev. Years Est. Ending Cash Bal	Advances	Est. Carryover Encumbrances	Start of Year Est. Unencumbered Bal	Est. Taxes	Est. Rollbacks	Other Taxes	Est. Other Sources	Total Est. Receipts	Total Available Source	Approp. Budget	Unappropriated Balance	Warning
General Fund													
1000 - General Fund	\$1,884,482.39	\$0.00	\$0.00	\$1,884,482.39	\$1,045,885.00	\$0.00	\$0.00	\$0.00	\$1,045,885.00	\$2,930,367.39	\$1,748,451.57	\$1,181,915.82	
Special Revenue Fund													
2011 - Street Construction Fund	\$62,911.97	\$0.00	\$0.00	\$62,911.97	\$0.00	\$0.00	\$0.00	\$225,000.00	\$225,000.00	\$287,911.97	\$158,367.65	\$129,544.32	
2021 - State Highway Fund	\$34,401.26	\$0.00	\$0.00	\$34,401.26	\$0.00	\$0.00	\$0.00	\$6,000.00	\$6,000.00	\$40,401.26	\$5,000.00	\$35,401.26	
2101 - MV Permissive Tax Fund	\$22,684.10	\$0.00	\$0.00	\$22,684.10	\$0.00	\$0.00	\$0.00	\$15,000.00	\$15,000.00	\$37,684.10	\$12,000.00	\$25,684.10	
2152 - American Rescue Act Fund	\$90,944.37	\$0.00	\$0.00	\$90,944.37	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$90,944.37	\$0.00	\$90,944.37	
2271 - Law Enforcement & Education	\$1,640.00	\$0.00	\$0.00	\$1,640.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,640.00	\$0.00	\$1,640.00	
2901 - Police Fund	\$480.00	\$0.00	\$0.00	\$480.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$480.00	\$0.00	\$480.00	

2902 - Mayor's Court Computer Fund	\$1,181.54	\$0.00	\$0.00	\$1,181.54	\$0.00	\$0.00	\$0.00	\$2,500.00	\$2,500.00	\$3,681.54	\$2,500.00	\$1,181.54	
2903 - Parks & Recreation	\$41,454.46	\$0.00	\$0.00	\$41,454.46	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$41,454.46	\$0.00	\$41,454.46	
2904 - Parks & Recreation Impact	\$112,365.99	\$0.00	\$0.00	\$112,365.99	\$0.00	\$0.00	\$0.00	\$5,174.30	\$5,174.30	\$117,540.29	\$90,000.00	\$27,540.29	
2905 - Traffic Impact	\$47,609.89	\$0.00	\$0.00	\$47,609.89	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$47,609.89	\$0.00	\$47,609.89	
2906 - Mayor's Court Computer II	\$356.56	\$0.00	\$0.00	\$356.56	\$0.00	\$0.00	\$0.00	\$1,000.00	\$1,000.00	\$1,356.56	\$750.00	\$606.56	
2910 - Right of Way Fees	\$1,008.37	\$0.00	\$0.00	\$1,008.37	\$0.00	\$0.00	\$0.00	\$5,000.00	\$5,000.00	\$6,008.37	\$2,500.00	\$3,508.37	
Capital Projects Fund													
4901 Other Capital Projects	\$423.00	\$0.00	\$0.00	\$423.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$423.00	\$0.00	\$423.00	
4903 Lindeman TIF#1	\$126,034.38	\$0.00	\$0.00	\$126,034.38	\$61,803.00	\$0.00	\$0.00	\$0.00	\$61,803.00	\$187,837.38	\$72,500.00	\$115,337.38	
Enterprise Fund													
5101 - Water Fund	\$1,329,703.70	\$0.00	\$0.00	\$1,329,703.70	\$0.00	\$0.00	\$0.00	\$503,640.00	\$503,640.00	\$1,833,343.70	\$974,850.05	\$858,493.65	
5201 - Sewer Fund	\$62,423.50	\$0.00	\$0.00	\$62,423.50	\$0.00	\$0.00	\$0.00	\$794,210.00	\$794,210.00	\$856,633.50	\$831,943.43	\$24,690.07	
5601 - Stormwater	\$274,759.93	\$0.00	\$0.00	\$274,759.93	\$0.00	\$0.00	\$0.00	\$52,800.00	\$52,800.00	\$327,559.93	\$42,785.83	\$284,774.10	

5602 - Solid Waste	-13,158.60	\$0.00	\$0.00	-13,158.60	\$0.00	\$0.00	\$0.00	\$306,854.00	\$306,854.00	\$293,695.40	\$250,000.00	\$43,695.40	
5603 - Internet Service	\$1,174.58	\$0.00	\$0.00	\$1,174.58	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,174.58	\$0.00	\$1,174.58	
Fiduciary Fund													
Mayor's Court Fund	\$17,810.00	\$0.00	\$0.00	\$17,810.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$17,810.00	\$0.00	\$17,810.00	
Total All Funds	\$4,100,691.39	\$0.00	\$0.00	\$4,100,691.39	\$1,107,688.00	\$0.00	\$0.00	\$1,917,178.30	\$3,024,866.30	\$7,125,557.69	\$4,191,648.53	\$2,933,909.16	

RECORD OF ORDINANCE

Date Presented 07/08/2025

Sponsor Mayor Sandine Ordinance No. 27-25 Date Passed July 8, 2025

AN ORDINANCE ADOPTING AND APPROVING A 2025 SUPPLEMENTAL REVENUE INCREASE AND APPROPRIATIONS BUDGET FOR THE VILLAGE OF LITHOPOLIS.

Whereas, the Village is required to make Appropriations for Fiscal Year 2025, and
Whereas, the Village may adjust up or down appropriations as necessary to meet its financial obligations, and
Whereas, the Village may increase revenue for line items as new revenue comes in, and

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF LITHOPOLIS, FAIRFIELD COUNTY, STATE OF OHIO;

Section 1. There are the following revenue increases;
Increase by \$75,000 in 5201-842 Sewer Enterprise – NCCC from new build fees

Section 2. There are the following appropriation changes -

- 1000-110-550-0000 Motor Vehicle Police
By \$20,000 from \$30,000 to \$50,000
- 1000-710-300-0000 GRF – Contractual Services
By \$100,000 from \$318,000 to \$418,000
- 1000-910-910-0000 Transfer OUT (NorthStar Towers to Parks & Recreation)
By \$10,000 from \$130,400 to \$140,400
- 5201-549-500-0000 Sewer Enterprise Capital
By \$100,000 from \$258,250 to \$358,250
- 5602-563-300-0000 Solid Waste – Contract Services
By \$50,000 from \$200,000 to \$250,000

Section 3. Council directs the Fiscal Officer to forward this Supplemental Appropriation to the Fairfield County Auditor.

Section 4. This ordinance, being an appropriation for the expenses of the municipal corporation, shall be in full force and effect immediately upon passage and signing by the Mayor.

Attest/Date: Jacinta Flowers Clerk Signed/Date: [Signature] Mayor 7/8/25
Approved as to form: Jon M. Browning
First Reading 7/8/25 Second Reading
Revised Second Reading Third Reading
VOTE FOR 6 AGAINST 0

To be assigned/draft – August 2025

A resolution to approve the allocation of Public Library Funds

Whereas, On July 1, 2025, the directors of the three public libraries in Fairfield County—the Fairfield District Library, the Pickerington Public Library, and the Wagnalls Memorial Library—convened with the Fairfield County Auditor to review data and evaluate the distribution of Public Library Funds;

Whereas, Through a collaborative evaluation of overall needs and multiple relevant factors, the directors reached a consensus on allocation percentages that reflect a mutually acceptable and equitable distribution of funds;

Whereas, The Fairfield County Auditor has received an estimate of Public Library Funds from the State of Ohio;

Whereas, Each library director has confirmed that their annual, estimated expenses in operating their respective public library exceed any reasonable amount to be received as an estimated share of Public Library Funds;

Whereas, The Fairfield County Budget Commission desires to approve the collaborative evaluation of the allocation of the Public Library Funds;

NOW THEREFORE, BE IT RESOLVED BY THE FAIRFIELD COUNTY BUDGET COMMISSION, COUNTY OF FAIRFIELD, STATE OF OHIO, THAT:

Section 1a. The Fairfield County Budget Commission approves the attached allocation of Public Library Funds and authorizes signing of the Public Library Fund allocation sheet.

Section 1b. Public Library Funds shall be distributed in accordance with these percentages for the allocation of the calendar year of 2026, 2027, 2028, 2029, and 2030:

Fairfield County District Library	57.75 %
Pickerington Public Library	35.75 %
Wagnalls Memorial Library	6.50 %

Section 1c. The Budget Commission approves a scheduled review of the allocation percentages in 2030, for the purpose of determining the distribution of Public Library Funds for the 2031 calendar year. However, an earlier review may be conducted upon the collective request of the library directors.

Section 2. The Fairfield County Budget Commission authorizes the County Auditor's Office to use the same percentages (reflected in Section 1b) if adjustments are needed due to a lower or a higher amount of Public Library Funds being authorized by the State of Ohio, as compared to the current annual estimate.

Section 3. The Fairfield County Budget Commission requests the County Auditor's Office to report the approval of this resolution to the three libraries.