

Regular Meeting #14 - 2024
Fairfield County Commissioners' Office
April 9, 2024

Review Meeting

The Commissioners met at 9:00 a.m. in the Commissioners' Hearing Room located at 210 E. Main St., Lancaster, OH. Commissioner Levacy called the meeting to order, and the following Commissioners were present: Jeff Fix, Steve Davis, and Dave Levacy. County employees present: Deputy County Administrator Jeff Porter; Clerk, Rochelle Menningen; Communications & Information Coordinator, Bennett Niceswanger; Auditor, Dr. Carri Brown; Recorder Lisa McKenzie; JFS Director, Corey Clark; IT Director, Dan Neeley; EMA and Facilities Director, Jon Kochis; Utilities Director, Tony Vogel; JFS Deputy Director, Heather O'Keefe; Economic and Workforce Development Director, Rick Szabrak; Interim RPC Director, Holly Mattei; Clerk of Courts, Branden Meyer; Assistant Prosecuting Attorneys, Austin Lines and Amy Brown-Thompson; Budget Clerk, Staci Knisley; and FCFC Manager, Tiffany Wilson. Also present: Sherry Pymer, Sean Rittinger, Francis Martin, Barb Martin, Lisa Thomas, Greg Groves, Melissa Conner, Scott Barr, Jo Price, Butch Price, Mary Cullison, George Bennett, Betty Bennett, Patsy Cole, Earl Cole, Selina McCord, Kevin Elder, and Beverly Sturn.

Virtual attendees: Josh Horacek, Jennifer Morgan, Nicolette Wears, Park Russell, Deborah, Greg Forquer, EM, Ashley Arter, Jeff Barron, Lynette Barnhart, Jessica Murphy, James Bahnsen, Shelby Hunt, Anthony Iachini, Britney Lee, Tiffany Daniels, Aubrey, Steven Darnell, Abby King, Stacy Hicks, Andrea Spires, Abby Watson, Brian Wolfe, Jason Grubb, Nicole Schultz, and Lori Hawk.

Welcome

Commissioner Levacy opened the meeting by welcoming everyone in attendance and spoke about the excitement surrounding, and the beauty of, the 2024 solar eclipse.

Public Comments

Melissa Hoover-Conner of Cattail Rd. in Pleasantville spoke about being involved in Citizens for Fair Fields and stated she is a farmer's daughter. She spoke about industrial solar projects and grandfathered or partially grandfathered projects. She asked that exclusionary zones prohibiting solar be added to Fairfield County.

Selina McCord of Millersport spoke about preserving the country and offered her concerns regarding solar energy. She stated that her family left the city for the rural lifestyle of Fairfield County.

Sean Rittinger of Stoutsville spoke about the founding of the United States of America and asked the Commissioners not to consider exclusionary zones for industrial solar energy. He added that he bought his farm as a first-generation farmer and wants his family to continue farming, but that a solar lease is a way to allow future generations to farm. He added that he believes the American farmer will figure out a way to continue producing cheap crops for Americans.

Sherry Pymer of Walnut Township displayed a map of USDA crop land in Fairfield County. She believes the solar companies want prime farmland because it is easier to convert to suitable ground for the solar panels.

Kevin Elder of Pleasantville stated that after attending EDF meetings, EDF has still not provided answers to his questions. He added that there is no research that shows that farmland can be restored after it has been used for industrial solar.

Lisa Thomas of Pleasantville played an audio recording voicing industrial solar energy concerns.

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Beverly Stern of Lockville thanked the Commissioners for the meetings held for the Comprehensive Plan. She spoke about family connections in the county and asked that all townships in Fairfield County be included in an exclusionary zone.

Legal Update

There was no legal update.

County Administration Update

- *The County Administration Update was provided by Deputy County Administrator, Jeff Porter, unless otherwise noted.*

Week in Review

CORSA Renewal

It is time for the three-year renewal of the County Risk Sharing Authority (CORSA) agreement. This is a county joint self-insurance pool that assists members in reducing and preventing losses and injuries. The agreement will be for May 2024 through April 2027. A resolution for this agreement is included in the voting portion of today's meeting.

April 30th Board of Commissioners' Meeting

The Fairfield County Board of Commissioners' April 30th meeting will be in the evening, at 7:00 p.m., at the Wagnalls Memorial Library in Lithopolis. The Commissioners are hosting 4 evening meetings this year to enable attendance for those that are unable to attend a 9am meeting. The first 2024 evening meeting was in January. We will have another August 6th at the Wigwam event center in Pickerington, and one November 19th in Pleasant Township.

Highlights of Resolutions

Administrative Approvals

The review packet contains a list of administrative approvals.

Resolution Review

There are 15 resolutions on the agenda for the voting meeting.

Resolutions of note:

- There are four resolutions appointing Felicia Hence, Doug Houk, Doug Williams, and Lori Sanders, to the Violet Township New Community Authority (NCA). These resolutions are like the previous resolutions appointing these same individuals to the NCA, only the dates for the Board terms have been adjusted.
- A resolution authorizing the use of additional ARP funds for the Fairfield County Sewer District's Regional Lift Station project.

Mr. Vogel added that the regional lift station is for Violet Township and that the township will now have sewer and water throughout.

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- A resolution authorizing the purchase of a modular from the City of Lancaster for \$1 to use as a training facility for the Sheriff's Office. The county will be responsible for all costs associated with the permits, repairs, removal, and transportation from its current location at 701 Union St.
- A resolution to approve loan documents for the Fairfield County Cares Act Revolving Loan Fund (RLF) for Beer Geeks, LLC/Double Edge Brewing Company.

Mr. Szabrak stated that the paperwork is for an RLF loan for Double Edge Brewery and that the loan will be used for canning.

- A resolution to approve a MOU for the commitment of funds to Ohio University from the Super Rapids funds previously awarded to Fairfield County. As previously announced, the State of Ohio allocated funds to Fairfield County through House Bill 33 of the 135th General Assembly for Ohio University engineering technology and healthcare programs. Through the MOU, Fairfield County agrees to reimburse OU up to \$1,480,000 for purchases for the programs.

Mr. Szabrak spoke about the engineering lab and the respiratory therapy lab. He thanked Representative Jeff Larae for his assistance in getting the funding passed through the House.

- A resolution approving the bid award to U.S. Bridge for \$93,940, for the WAL-05 Geiger Rd. Superstructure Replacement project.
- A resolution approving the bid award to Cooper Concrete Services, LLC, for the CDBG Village of Pleasantville Pool Improvements.

Ms. Mattei stated that the Pleasantville Pool Improvements project is part of an American Revitalization grant, and that the project is being timed to coincide with the school's summer break since the pool and school share property.

Budget Review

- Ms. Knisley stated that the invites were sent out for the budget review meetings.

Calendar Review/Invitations Received

- *Clerk to the Fairfield County Board of Commissioners, Rochelle Menningen, provided the calendar review and invitations and correspondence received.*
 - Child Protective Services Child Abuse Prevention Month Breakfast, April 10, 2024, 8:00 a.m., Life Church Vineyard, 5550 Lancaster Newark Rd. NE, Pleasantville
 - Fairfield County 4-H Achievement Award Program, April 11, 2024, 7:00 p.m., Fairfield County Fairgrounds, Ed Sands Building, 157 E. Fair Ave., Lancaster

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Correspondence

- Fairfield County ADAMH State Fiscal Year Annual Report, “Growing a Healthier Community”, July 1, 2022 – June 30, 2023
- Memo, Dr. Carri Brown, County Auditor, April 4, 2024, Subjects: Update for Destination Downtown Lancaster; “Interning the Workforce”; and Homestead Program Update
- Fairfield County Auditor’s Office: Wins of the Week, April 4, 2024
- Correspondence Regarding Industrial Solar Projects
- Press Release, Fairfield 33 Alliance, April 4, 2024, “Fairfield County Workforce Center to Host Summer Explore Career Camps”
- Fairfield County Health Department Quarterly Newsletter, “Health Matters”, March 2024

Old Business

Commissioner Fix stated that staff had been instructed the prior week to create an industrial solar exclusionary zone map and that the Commissioners hope to present the map soon.

Commissioner Davis spoke about the indigent defense task force report which makes suggestions to Ohio legislature regarding indigent defense. The Commissioner attended the Lancaster City Council meeting the prior evening and feels the transfer of governance for Lancaster-Fairfield Public Transit is back on track. Also, during the City Council meeting, there was discussion on the changing of the zoning for a building on Cedar Hill.

New Business

Commissioner Levacy attended the 4H achievement event and was encouraged by the accomplishments of the students.

Ms. Mattei spoke about the model zoning code project and thanked Mayor Jason Henderson of Pleasantville for assisting with villages and townships regarding the project.

Auditor Brown attended the FFA presentations for the state and national contest and commended Amanda-Clearcreek students for their accomplishments. She attended the annual Heritage District meeting where the Auditor’s Maps of the Month were displayed. She provided thanks to staff and spoke about the Board of Revisions 43 cases that have been addressed, scheduled, or are pending. Auditor Brown also spoke about the September 26th conference for veterans.

Mr. Szabrak spoke about the press release for the Workforce Center’s summer camps. He thanked Lancaster City Schools, Pickerington Schools, and Community Action for providing instructors for the courses and added that it is anticipated that 250 sixth, seventh, and eighth grade students will participate in the summer camps.

Mr. Kochis stated that everything went well during the solar eclipse and that the staff did a great job preparing for and managing the event.

Director Clark stated that April is Child Abuse Prevention Month and spoke about the upcoming breakfast to bring awareness and prevention. He urged everyone to wear blue in observance of child abuse prevention.

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Regular (Voting) Meeting

The Commissioners continued to their voting portion of the meeting and the following Commissioners were present: Jeff Fix, Steve Davis, and Dave Levacy. County employees present: Deputy County Administrator Jeff Porter; Clerk, Rochelle Menningen; Communications & Information Coordinator, Bennett Niceswanger; Auditor, Dr. Carri Brown; Recorder Lisa McKenzie; JFS Director, Corey Clark; IT Director, Dan Neeley; EMA and Facilities Director, Jon Kochis; Utilities Director, Tony Vogel; JFS Deputy Director, Heather O'Keefe; Economic and Workforce Development Director, Rick Szabrak; Interim RPC Director, Holly Mattei; Clerk of Courts, Branden Meyer; Assistant Prosecuting Attorneys, Austin Lines and Amy Brown-Thompson; Budget Clerk, Staci Knisley; and FCFC Manager, Tiffany Wilson. Also present: Sherry Pymer, Sean Rittinger, Francis Martin, Barb Martin, Lisa Thomas, Greg Groves, Melissa Conner, Scott Barr, Jo Price, Butch Price, Mary Cullison, George Bennett, Betty Bennett, Patsy Cole, Earl Cole, Selina McCord, Kevin Elder, and Beverly Sturn.

Virtual attendees: Josh Horacek, Jennifer Morgan, Nicolette Wears, Park Russell, Deborah, Greg Forquer, EM, Ashley Arter, Jeff Barron, Lynette Barnhart, Jessica Murphy, James Bahnsen, Shelby Hunt, Anthony Iachini, Britney Lee, Tiffany Daniels, Aubrey, Steven Darnell, Abby King, Stacy Hicks, Andrea Spires, Abby Watson, Brian Wolfe, Jason Grubb, Nicole Schultz, and Lori Hawk.

Pledge of Allegiance

Commissioner Levacy asked everyone to rise as able and led the Pledge of Allegiance.

Announcements

There were no announcements.

Approval of Minutes for April 2, 2024

On the motion of Jeff Fix and the second of Steve Davis, the Board of Commissioners voted to approve the Minutes for the Tuesday, April 2, 2024, meeting.

Roll call vote of the motion resulted as follows:

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

Approval of Resolutions from the Fairfield County Board of Commissioners

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

- | | |
|--------------|---|
| 2024-04.09.a | A Resolution to Approve the Appointment of Felicia Hence to the Violet Township New Community Authority |
| 2024-04.09.b | A Resolution to Approve the Appointment of Doug Houk to the Violet Township New Community Authority |
| 2024-04.09.b | A Resolution to Approve the Appointment of Doug Williams to the Violet Township New Community Authority |
| 2024-04.09.d | A Resolution to Approve the Appointment of Lori Sanders to the Violet Township New Community Authority |

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- 2024-04.09.e A Resolution to Approve an Authorized Additional Use of American Rescue Plan Fiscal Recovery Funding and Appropriate from Unappropriated Funds and Account to Account Transfer within major Expense Object Categories for the County ARP Fiscal Recovery Fund, #2876, the Regional Lift Station Project with Fairfield County Sewer District
- 2024-04.09.f A Resolution to Approve a Participation Agreement between the County Risk Sharing Authority (CORSA) and the Fairfield County Commissioners
- 2024-04.09.g A Resolution Authorizing the Purchase of a Modular Building by and between the Fairfield County Commissioners and the City of Lancaster Board of Park Commissioners, for a Total Cost of \$1.00

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

Approval of Resolutions from Fairfield County Economic & Workforce Development

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

- 2024-04.09.h A Resolution to Approve Loan Documents to Fund Beer Geeks, LLC as a Fairfield County CARES ACT EDA Revolving Loan Fund Project
- 2024-04.09.i A Resolution to Approve a Memorandum of Understanding (MOU) for the Commitment of Funds to Ohio University from the Super Rapids Funds Previously Awarded to Fairfield County through an MOU between Fairfield County and the Ohio Department of Higher Education (ODHE)

Commissioner Levacy asked when the project would be completed at the Workforce Center.

Director Szabrak stated it is scheduled to be completed by September.

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

Approval of a Resolution from the Fairfield County Emergency Management Agency

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

- 2024-04.09.j A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category, EMA Funds #2090

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

Approval of a Resolution from the Fairfield County Engineer

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

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2024-04.09.k A Resolution to Approve the Contract Bid Award for the WAL-05 Geiger Road Superstructure Replacement Project

Roll call vote of the motion resulted as follows:

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

Approval of Resolutions from Fairfield County Job and Family Services

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

2024-04.09.l A Resolution to Approve a Memo Receipt and Expenditure for Fairfield County Job & Family Services, Fund #2599, Reimbursing Fund #2018 [JFS]

2024-04.09.m A Resolution to Approve a Memo Receipt and Expenditure for Fairfield County Job & Family Services, Sub Fund #8056, Reimbursing Fund #2018

Roll call vote of the motion resulted as follows:

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

Approval of a Resolution from the Fairfield County Regional Planning Commission

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

2024-04.09.n A Resolution to Approve an Award of Bid to Cooper Concrete Services LLC for the CDBG, PY2022, Village of Pleasantville Pool Improvements – Concrete Deck

Roll call vote of the motion resulted as follows:

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

Approval of the Payment of Bills

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

2024-04.09.o A Resolution Authorizing the Approval of Payment of Invoices for Departments that Need Board of Commissioners' Approval

Roll call vote of the motion resulted as follows:

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

Adjournment

With no further business, on the motion of Jeff Fix and the second of Steve Davis, the Board of Commissioners voted to adjourn at 9:51 a.m.

Roll call vote of the motion resulted as follows:

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



A G E N D A

B O A R D O F C O M M I S S I O N E R S

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

Tuesday, April 9, 2024
9:00 a.m.

County Administrator
Aundrea N. Cordle

Deputy County Administrator
Jeffrey D. Porter

Clerk
Rochelle Menningen

1. Review

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

2. Welcome

3. Public Comments

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

4. Legal Update

5. County Administration Update

- a. Week in Review
- b. Highlights of Resolutions
- c. Budget Review
- d. Recognitions/Thank-Yous
- e. Calendar Review/ Invitations Received
 - i. Child Protective Services Child Abuse Prevention Month Breakfast, April 10, 2024, 8:00 a.m., Life Church Vineyard, 5550 Lancaster Newark Rd. NE, Pleasantville
 - ii. Fairfield County 4-H Achievement Award Program, April 11, 2024, 7:00 p.m., Fairfield County Fairgrounds, Ed Sands Building, 157 E. Fair Ave., Lancaster
- f. Correspondence
 - i. Fairfield County ADAMH State Fiscal Year Annual Report, “Growing a Healthier Community”, July 1, 2022 – June 30, 2023
 - ii. Memo, Dr. Carri Brown, County Auditor, April 4, 2024, Subjects: Update for Destination Downtown Lancaster; “Interning the Workforce”; and Homestead Program Update
 - iii. Fairfield County Auditor’s Office: Wins of the Week, April 4, 2024
 - iv. Correspondence Regarding Industrial Solar Projects
 - v. Press Release, Fairfield 33 Alliance, April 4, 2024, “Fairfield County Workforce Center to Host Summer Explore Career Camps”
 - vi. Fairfield County Health Department Quarterly Newsletter, “Health Matters”, March 2024

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



AGENDA

BOARD OF COMMISSIONERS

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

County Administrator
Aundrea N. Cordle

Deputy County Administrator
Jeffrey D. Porter

Clerk
Rochelle Menningen

- 6. Old Business**
- 7. New Business**
 - a. Updates from Elected Officials in Attendance
- 8. Regular (Voting) Meeting**
- 9. Adjourn**
- 10. Land Bank, 11:00 a.m.**
- 11. Transportation Improvement District Meeting, 1:00 p.m.**

SERVE • CONNECT • PROTECT

Quarters Total 2021, Total 2022, Total 2023, & Quarter 1 2024 – American Rescue Plan Fiscal Recovery Funds, as of 4.4.2024.

From the \$30,606,902.00 received as the first and second tranche of fiscal recovery funds. \$28,494,879.85 has been appropriated, \$20,260,783.74 expended, \$4,455,945.83 encumbered or obligated.

12Project/Category		As of 4/4/24 Appropriations	As of 4/4/24 Expenditure	As of 4/4/24 Obligation
Public Health				
R15a	Public Health, PPE	199.90	199.90	0.00
R16a	Public Health, Medical Expenses	206,838.33	206,838.33	0.00
R16b	Public Health, COVID Medial Costs County Benefits Program	399,949.66	399,949.66	0.00
R17a	Public Health, Vaccination Clinic and Related Expenses	66,362.57	66,362.57	0.00
R17b	Public Health, Capital Investments and Public Facilities of the County	3,488,618.85	3,402,130.19	86,488.66
R17c	Public Health, Capital Investment for Air Quality Improvements	56,674.00	56,674.00	0.00
R17d	Public Health, Capital Investment for Health Equipment, Mobile Morgue	49,498.87	49,498.87	0.00
R17e	Public Health, Capital Investment for Sheriff Cruiser to Respond to Increased Violence	54,250.98	54,250.98	0.00
R18a	Professional Communications on Behalf of the Board of Health	34,577.94	34,577.94	0.00
R18b	Public Health, Creation of a Community Health Assessment (CHA)	48,943.10	48,943.10	0.00
R19a	Public Safety Payroll Support	1,600,361.39	1,414,865.20	0.00
R19b	Public Health Payroll Support	185,406.39	185,406.39	0.00
R19c	Other Public Sector Payroll Support	290,060.11	226,468.45	0.00
R110a	Mental and Behavioral Health	0.00	0.00	0.00
Subtotal Public Health		6,481,742.09	6,146,165.58	86,488.66
Negative Economic Impacts				
R210a	Emergency Assistance for Non-Profit Organizations, a Subgrant to the City of Lancaster	0.00	0.00	0.00
R210b	Emergency Assistance for Non-Profits, Subgrant The Lighthouse	120,000.00	120,000.00	0.00
R210c	Salvation Army	500,000.00	500,000.00	0.00
R210d	Habitat for Humanity	610,000.00	610,000.00	0.00

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Project/Category		As of 4/4/24 Appropriations	As of 4/4/24 Expenditure	As of 4/4/24 Obligation
R210e	ADAMH/LSS Housing Projects	3,000,000.00	748,622.88	2,251,377.12
R210f	Harcum House	100,000.00	100,000.00	0.00
R211a	Subgrant for Tourism, Support for the Fairfield County Fair	499,996.00	499,996.00	0.00
R211b	Aid to Tourism, Travel, Hospitality	18,278.01	18,278.01	0.00
R29a	Emergency Assistance Business Planning	146,829.87	146,829.87	0.00
R213a	Support for Agriculture and the Growing Community	35,000.00	35,000.00	0.00
R213b	Technical Assistance for Townships & Others	400,000.00	286,854.84	112,500.00
R213c	Contracts for Services to Support Residents Suffering Effects of the Pandemic	96,700.00	96,700.00	0.00
Subtotal Negative Economic Impacts		5,526,803.88	3,162,281.60	2,363,877.12
R310a	Housing Support, Affordable Housing Strategic Plan	39,554.00	39,554.00	0.00
Subtotal Services Disproportionately Impacted Communities		39,554.00	39,554.00	0.00
Premium Pay				
R41a	Premium Pay, Premium Pay for Emergency Management Agency Workers	27,907.72	27,907.72	0.00
Subtotal Premium Pay		27,907.72	27,907.72	0.00
Infrastructure				
R52a	Clean Water: Centralized Collection and Conveyance, Airport	598,480.00	444,480.86	105,729.68
R52b	Clean Water: Centralized Collection and Conveyance, Walnut Creek Sewer District	750,000.00	0.00	750,000.00
R56a	Clean Water, Stormwater	539,895.00	539,895.00	0.00

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Project/Category		As of 4/4/24 Appropriations	As of 4/4/24 Expenditure	As of 4/4/24 Obligation
R511a	Drinking Water: Transmission/Distribution, Grant Hampton	894,729.11	800,318.61	0.00
R511b	Drinking Water: Transmission/Distribution, Airport	102,000.00	100,805.00	0.00
R511c	Drinking Water: Transmission/Distribution, Greenfield	1,900,000.00	0.00	0.00
R511d	Drinking Water: Transmission/Distribution, Baltimore	613,000.00	232,018.25	380,981.75
R511e	Drinking Water: Transmission/Distribution, Pleasantville	834,000.00	456,309.05	377,690.95
R516a	Broadband, "Last Mile" Projects	0.00	0.00	0.00
Subtotal Infrastructure		6,232,104.14	2,573,826.77	1,614,402.38
Revenue Loss				
R61a	SaaS and Technological Equipment	370,646.50	369,959.32	687.18
R61b	Recorder Document Scanning	337,984.72	337,984.72	0.00
R61c	Clerk of Courts Case Management	375,000.00	372,221.42	2,778.58
R61d	MARCS Tower Project	572,433.00	537,899.50	34,533.50
R61e	Dispatch Consoles	543,820.85	543,820.85	0.00
R61f	Fairfield Center Purchase	2,708,752.85	2,708,752.85	0.00
R61g	Fairfield Center Renovation	3,763,530.00	2,432,738.75	276,700.80
R61h	Community School Attendance Program	486,110.43	271,736.31	54,723.82
R61i	Workforce Center Expansion	0.00	0.00	0.00
R61j	Smart Growth	200,000.00	193,196.80	6,803.20
R61k	United Way and Dolly Parton's Imagination Library	25,000.00	25,000.00	0.00

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R61l	Auditor Historical Records Scanning	0.00	0.00	0.00
R61m	Engineer's Radios	80,000.00	80,000.00	0.00
R61n	Auditor Printers	4,357.66	4,357.66	0.00
R61o	Auditor Copiers	11,893.30	11,983.30	0.00
R61p	Bremen ADA Ramps	26,954.00	26,954.00	0.00
R61q	Transportation School Education Vehicles	38,357.90	38,357.90	0.00
R517a	Beavers Field Utilities	37,346.77	21,655.87	14,950.59
Revenue Loss		9,582,277.98	7,976,619.25	391,177.67
Administration				
R71a	Administrative Expenses	604,490.04	334,428.82	0.00
Subtotal Administration		604,490.04	334,428.82	0.00
Grand Total		\$28,494,879.85	\$20,074,992.09	\$4,610,857.49

ADMINISTRATIVE AUTHORITY ITEMS
FAIRFIELD COUNTY COMMISSIONERS' OFFICE
APRIL 01, 2024 TO April 07, 2024

Fairfield County Auditor- Finance

- AA.04.06-2024.e An Administrative Approval to approve the Short-Term Lodging renewal software agreement with GovOS [Auditor- Finance]

Fairfield County Commissioners

- AA.04.02-2024.a An Administrative Approval for the payment(s) of the United Health Care (UHC) invoice for the Fairfield County Self-Funded Health Benefits Program – Fairfield County Board of Commissioners [Commissioners]
- AA.04.03-2024.c An Administrative Approval for the payment of invoices for departments that need Board of Commissioners' approval and have bills presented that are not more than \$75,000 per invoice. [Commissioners]

Fairfield County Emergency Management Agency

- AA.04.06-2024.b An Administrative Approval authorizing the approval of an Agreement between Murphy Miller Monitoring and Fairfield County Commissioners for Purchase of a Portable Surveillance Camera System [EMA]

Fairfield County Facilities

- AA.04.06-2024.c An Administrative Approval for vanity production with Fairfield Woodworks Custom Cabinetry [Facilities]

Fairfield County Family and Children First Council

- AA.04.06-2024.d Administrator Approval of a Subaward Agreement between the Research Institute at Nationwide Children's Hospital and the Fairfield County Family and Children First Council for Triple P Online Coaching for January to June 2024 [Family and Children First Council]

Fairfield County Human Resources

- AA.04.03-2024.a An administrative approval to approve a suspension. [Fairfield County Human Resources]
- AA.04.03-2024.b An administrative approval to amend the Fairfield County Compensation Plan schedule. [Fairfield County Human Resources]

Fairfield County Job and Family Services

- AA.04.06-2024.a An Administrative Approval regarding a Service Agreement between LexisNexis Risk Solutions and Job and Family Services, Child Protective Services Department [JFS]

Fairfield County Sheriff

- AA.04.03-2024.d An Administrative Approval for the destruction of two disabled Fairfield County Sheriff's Office vehicles [Sheriff]

Fairfield County Utilities Department

AA.04.02-2024.b An administrative approval of a bank transfer for the County Utilities Department March 2024 [Utilities]

**SFY 2023
ADAMH Board Members**

- Joe Palmer, Chairperson
- Laura Coholich, LISW, Vice-Chair
- Todd McCullough, Secretary
- Joseph Bizjak
- Alysha Blagg, Ph.D., LPCC-S, NCC
- Alicia Bridges
- Danielle Johnson-Curry, DMD
- Michelle Duncan, LICDC, LISW-S
- Lori Eisel, MS, CFP, EA, COFA
- Christina Marsteller, LICDC, LISW
- Jonathan McCombs, Ph.D.
- Stephanie Mulholland
- Mary Schwader
- John Warner
- Thomas Williamson, MBA



ADAMH Board Staff

- Marcy Fields, LISW-S, Executive Director
- Jacqueline Pazaropoulos, Office Manager
- Shanda Wyrick, Finance and Operations Director
- Toni Ashton, MSEd, LSW, OCPC, Prevention & Comm. Manager
- Miranda Gray, Program Manager
- Justine Feinstein, Senior IT Specialist
- Dawn Good, MSW, LSW, Clinical Coordinator
- Randall Hall, Construction and Facilities Manager
- Jacqueline Howard, Public Relations
- Robert Peare, Database Developer
- Dylan Sander, Grant Manager
- Connie Vargo, Fiscal Officer

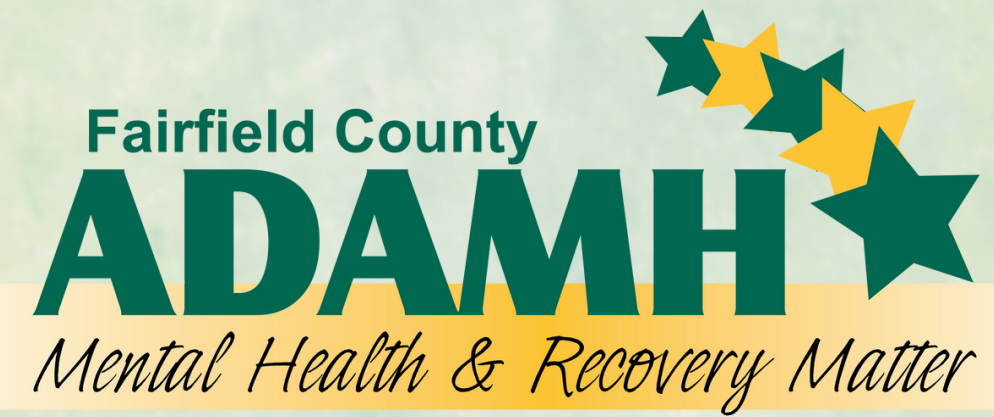


Network of Care Agencies

Fairfield County 211 -Information and Referral
Big Brothers Big Sisters of Fairfield County
Fairfield Center of Hope

Fairfield County Family and Children First Council
Lancaster-Fairfield Community Action Agency
Lancaster Recovery Services
The Lighthouse

Lutheran Social Services and Faith Mission of Fairfield County
Meals on Wheels of Fairfield County
Mental Health America of Ohio
Mid-Ohio Psychological Services, Inc.
New Horizons Mental Health Services
Ohio Guidestone
The Recovery Center



Growing
a Healthier
Community

SFY 2023 Annual Report
July 1, 2022 - June 30, 2023





Executive Director's Message

State Fiscal year 2023 was another year of growing a healthier community! The addition of new staff and board members has ushered in a fresh approach to serving Fairfield County. I'm honored to be a part of the Fairfield County ADAMH Board and share a snapshot of the past year's accomplishments along with some new projects on the horizon:

- Starlight Center – a Crisis Stabilization Facility - is close to completion; a new mental health provider was selected and ADAMH was awarded an ARPA grant from OMHAS (Ohio Department of Mental Health and Addiction Services) for implementation costs.
- The Board is continually working to maintain efficiency, effectiveness and organization in meeting deadlines and shorter, more concise board meetings.
- Improved support for the agencies: faster turnaround on payments and better tracking. Maintained good communication and transparency with agencies.
- Better accountability through outcome collection/monitoring, contract monitoring and moving all provider agency billing through the Great Office Solution Helper (GOSH) – an electronic enrollment and claims system. These are major projects implemented or in progress. The "Contract Monitoring Process" with all 14 Network of Care Agencies has been implemented and will continue as a standardized, annual process with all agencies.
- Work Force Development- The program team developed clips of staff in behavioral health roles explaining why they chose to work in Fairfield County. ADAMH participated in events and job fairs with the Workforce center and is continually exploring initiatives to increase the workforce in behavioral health.
- A Grant Manager was added to the team to manage the reporting on several grants and take the lead on the ADAMH needs assessment. Several grants have been submitted.
- The Finance Department is doing exemplary work managing grant and fund accountability. Reporting and questions are addressed effectively and efficiently.
- As a result of the prior year's RFP process, several new programs and services were implemented over this SFY. This includes an innovative and impactful Homeless Outreach program that is collecting data on this population. In addition, Meals on Wheels was added to the Network of Care Agencies to provide In-home counseling to senior citizens in Fairfield County.
- Implementation funds were allocated for a new Adult Care facility and delivered by a successful operator in our community. This allowed a new group home to be opened in our county.
- The Board continued funding evidence-based Prevention Programs in all Fairfield County school districts.
- Achieved Cultural Competence Certification through the Multiethnic Advocates for Cultural Competence.
- OACBHA (Ohio Association of County Behavioral Health Authorities) renewed the Board's certification for Culture of Quality for three years.
- Venture Place - property has been purchased and plans developed for a new Supported Housing project for 24 apartments. An architect and firm have been selected and new diverse funding awarded for the upcoming project.

Because of the continued support from the Fairfield County Community, the future of Fairfield County's Behavioral Health system will continue growing into a healthy and accessible system of care!

Marcy Fields

Marcy Fields, LISW - S



StarLight Center



Center of Hope



Multi-Family Housing

The Fairfield ADAMH Board participated in over 50 trainings and events for the community...

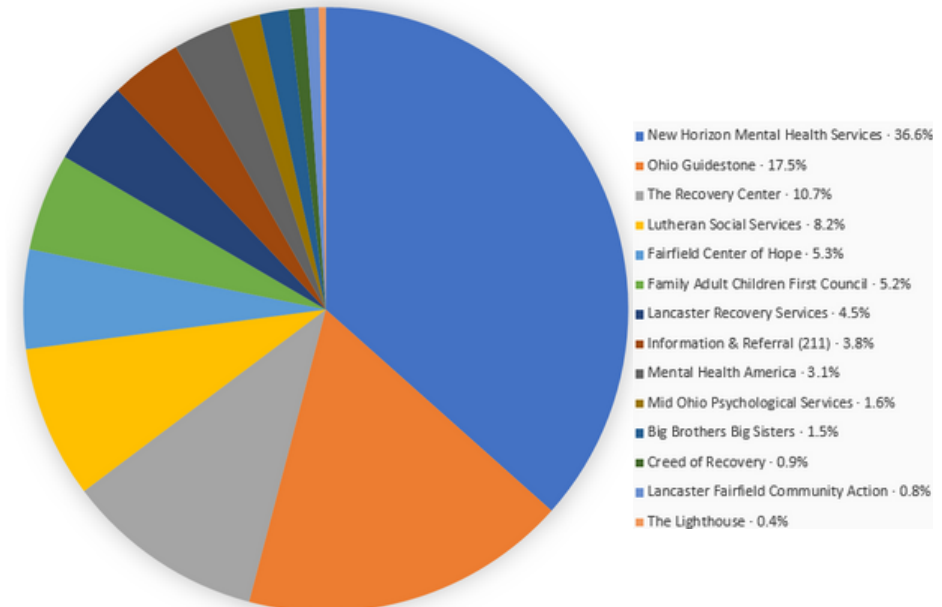
Training Attendance
669

Event Attendance
4,370

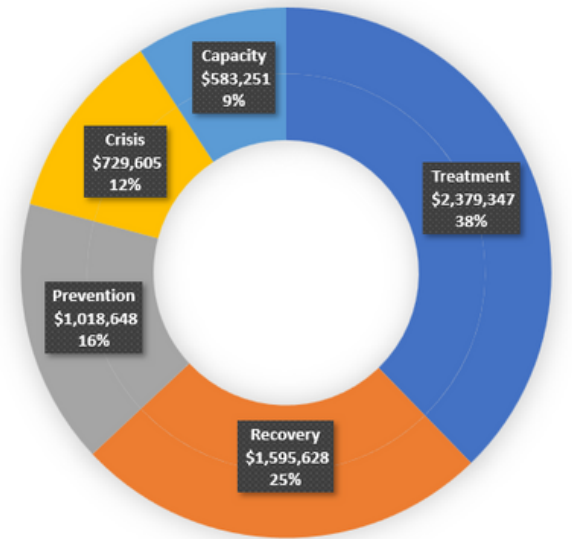


SFY23 FINANCIALS

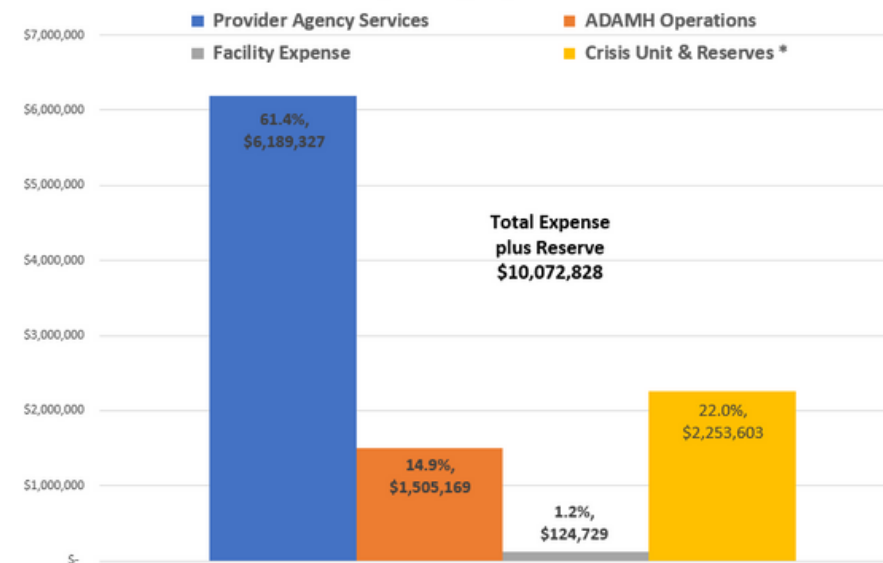
Provider Agencies by Expenditures ADAMH Fiscal Year 2023



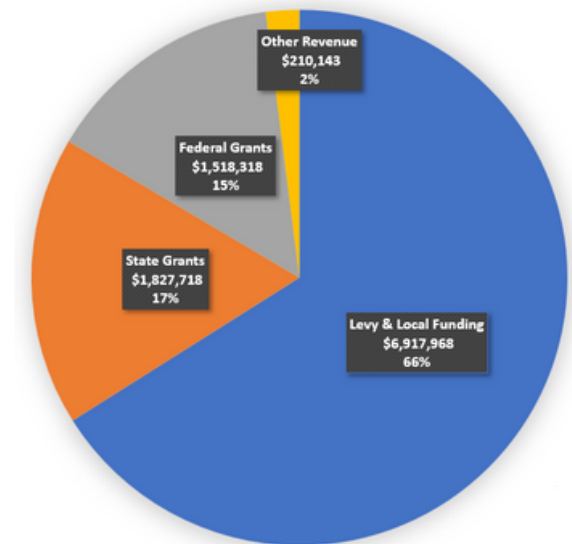
ADAMH Fiscal Year 2023
Provider Agency Services by Type



ADAMH Fiscal Year 2023
Operating Expense



ADAMH Fiscal Year 2023
Revenue by Funding Source





To: Fairfield County Commissioners & Staff
From: Dr. Carri Brown, County Auditor
Date: April 4, 2024
Subjects: **Update for Destination Downtown Lancaster; “Interning the Workforce;” and Homestead Program Update**

Update for Destination Downtown Lancaster

Staff of Destination Downtown Lancaster have relocated to their new address right next to Visit Fairfield County on Broad Street. Also, DDL is “leasing” a part-time employee to Visit Fairfield County. This partnership makes sense given the mission and services are complementary.

Here is the mission statement for DDL, which is the foundation for goals and objectives:

“We will inspire engagement in our community by enhancing the downtown’s business climate while championing and expanding our historic identity and creating a vibrant future where all people feel a sense of neighborly belonging and authentic culture.”

From June 21-23, there will be a mid-century glass convention downtown. We have talked about this briefly before, and it is a good time to mark your calendars for this special event. *“Bottoms Up” is a three-day event (June 21-23) spanning our historic downtown in Lancaster, Ohio. Experience a vendor show, museum exhibits, presentations, fashion gala, antique car show, and more!*

“Interning the Workforce”

The Geographical Information Systems department is working with two interns this Summer for a short period of time. There was great interest in serving as an intern in this technical area. Over time, there are additional interns expected in other areas of the office.

Homestead Program Update

The main goal of the Homestead Program is to help citizens stay in their home. The program is for senior citizens and disabled Veterans. The County Auditor administers this program on behalf of the state. Recently, we sent correspondence to participants because it is time for them to report changes relating to their participation in the Homestead Exemption Program. Overall, more than 8,000 homeowners in Fairfield County are participating in the Homestead Exemption Program. ***If there are no changes to report, participants do not need to complete or return the form that was sent to them. We continue to receive the greatest number of calls from people participating in this program.***

CONTACT US!

Settlements/Admin – (740) 652-7020 • Real Estate - (740) 652-7030
co.fairfield.oh.us/auditor • X FairCoAuditor • f FairfieldCountyAuditor • @ FairCoAuditor • in fairfield-county-auditor



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

April 4, 2024

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

- ★ Thanks for the teamwork with settlements, Budget Commission preparation, and communications. **Public records requests continue to be answered within one day. That is just terrific.**
 - Thanks to **Dave Burgei for leading the REA team** with some corrections on tax exemption for the Utilities Department.
 - **Extra special thanks to Jen, Michelle, and the payroll team** for the updates to the methodology for multi-municipality withholdings. Tyler Technologies has been appreciative of our efforts, too, as we are among the first of their clients to be in compliance with the new requirements.
- ★ **Congratulations to Lori Kidder and Julie White for passing their notary tests. We have six notaries in the County Auditor's Office. There is no charge for the use of the notary services.**
 - The **Budget Commission** held a very efficient meeting on April 1. Thanks to Amanda Rollins and Bev Hoskinson for their preparation.
 - **Rachel Elsea led a "vendor card" review** on April 1 as part of our collective monitoring efforts.
 - The REA **sexennial appraisal is progressing** as expected.
 - Carri has reviewed the **Tax Incentive Review Council plans** for 2024, and we are nearly ready to begin some additional training on this topic.
 - Three additional one-on-one meetings were held this week. Keep those ideas coming! **Some of the ideas have been for culture champions, and some have been about career progression. All ideas are welcome.**
 - **Carri, Josh, and Noel conducted a presentation for the Fairfield County Landlord Association on Wednesday evening.** It was well attended – and the most common comment was: "I had no idea that the County Auditor's Office did all of that!"
 - Thanks to the Payroll Department for the **new payroll messages for employees.** Several employees have commented upon them. This is a good communication tool.

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04/09/2024

020



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

April 4, 2024

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

- Progress was made with the settlement process. **Thanks for the all-hands on deck approach and for the detailed timeline.**
- Level 1 entry for the 2025 budget opened, and **placeholders were reviewed.**
- **Bev Hoskinson worked with Crissy Devine to update our website** for links to school district income tax information, for which we serve as a secondary source of information.

- ★ **Bravo to Michelle Wright for her analysis and work with Tyler Technologies to help with improvements for the deductions of supplemental life insurance premiums. She was a helpful resource for our internal stakeholders!**
- About **350 GEMS** have been sent during the first quarter! That is just fantastic. Thanks for recognizing your peers for going the extra mile.
- We are all so impressed with the **teamwork shown by Finance, Settlements, and REA** as they are showing true collaboration as they are cross-training, revising processes, and creating desk aids.

- ★ **Bravo to Josh Harper for his initiative in following up with a request from the Ohio EPA. He followed up right away and put a process in place that is helpful for future requests.**

CONTACT US!

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04/09/2024

021

Mr. Steve Davis
Fairfield County Commissioners
210 East Main Street
Lancaster, OH 43130

March 26, 2024

Dear Commissioner Davis:

The Greenfield Township trustees approved resolution number 2023 11 29 03 on November 29, 2023. The resolution requests the county commissioners create a restricted area prohibiting large solar development in the unincorporated area of Greenfield Township. Our trustees are backed by a very large portion of the township residents. We are working hard to influence growth and change in ways that will not negatively impact our homes and families for this and future generations.

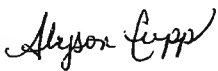
I respectfully request you sign the resolution submitted to prohibit all installations of large solar development (i.e. over 50 megawatts) for Greenfield Township and any other township in Fairfield County making a similar request.

Following are several reasons I make this request:

1. Loss of farmland – reduction in food production and loss of agriculture-related jobs
2. Solar inefficiency – 12%-15% efficiency absolutely does not validate the loss to farmland and our current way of life in Fairfield County
3. Environmental impact – breakage of field drainage tiles, installation of thousands of steel posts, downgrading of ground water, aquifers and well water as well as damage to wildlife are all concerns due to contaminants leaching into the soil from the solar panels
4. Property rights – loss of property values and destruction of local landscapes
5. Decommissioning – detrimental long-term ramifications include degradation of soil, gravel infused fields, installation of thousands of steel posts, cables, inverters and hundreds of thousands of solar panels, much of which will not be removed at the time of decommissioning
6. Duty of elected officials – as a representative of county residents, you are under obligation to govern in ways that meet the needs of the majority of the population within the rights of the citizens

As a resident of Greenfield Township in Fairfield County, I'm requesting that you approve the township resolution to prohibit large solar farms and do whatever possible to declare exclusionary zones in all townships who are not in favor of large-scale solar farms.

Sincerely,



Alyson Cupp
4202 Harvest Ridge Court
Carroll, Ohio 43112

David Levacy, Commissioner
Jeff Fix, Commissioner
Steve Davis, Commissioner
210 East Main Street, Room 301
Lancaster, Ohio 43130

Bill Yates, Trustee
Terry Horn, Trustee
Doug Leith, Trustee
11420 Millersport Road
Millersport, Ohio 43046

Dear Commissioners and Walnut Township Trustees,

I am writing in support of the Eastern Cottontail Solar project. I believe that this project is important because it allows landowners to exercise their personal rights when it comes to their property.

Landowners should be able to lease their land without fear of their local community putting a stop to their choices. EDF is an experienced developer who is listening to our community and developing the project in a responsible way.

Solar projects such as Eastern Cottontail are collaborative efforts with local landowners, elected officials, workforce, government entities, and concerned citizens. The amount of partnership that it takes to get a project to this stage is significant and should not be overlooked.

Our local landowners should have the opportunity to diversify their income, and use their land as they see fit—so long as they are abiding by all state and local regulations.

Thank you.

Name:

Diana Gallagher

Address:

*116 Lake Rd NE
Lancaster OH 43130*
cc: Ohio Power Siting Board

David Levacy, Commissioner
Jeff Fix, Commissioner
Steve Davis, Commissioner
210 East Main Street, Room 301
Lancaster, Ohio 43130

Bill Yates, Trustee
Terry Horn, Trustee
Doug Leith, Trustee
11420 Millersport Road
Millersport, Ohio 43046

Dear Commissioners and Walnut Township Trustees,

I am a resident of Fairfield County in favor of the proposed Eastern Cottontail Solar project.

Eastern Cottontail will be a clean, quiet neighbor to our county while bringing the advantages of expanding our tax revenues and producing energy necessary to power our homes and businesses. Many municipalities, including our schools, will profit greatly from the creation of this project.

This is a win-win for local taxpayers, reducing the burden of raising taxes through levies and ensuring the school has a robust revenue stream for years to come.

I am proud to be a part of supporting economic development that will have a lasting, positive impact on the education of our children within Fairfield County.

This project is a great opportunity to show support for the development of Fairfield in a responsible way that benefits our community.

I urge you to support Eastern Cottontail Solar.

Name: Cynthia Browning

Address: 436 east main st Lancaster OH 43130

cc: Ohio Power Siting Board

Greg & Jennifer Kull
8240 Ruffner Road
Millersport, OH 43046
gikull@frontier.com
April 4, 2024

Fairfield County Commissioners
Steve Davis, Jeff Fix and David Levacy
210 E. Main Street
Lancaster, OH 43130

Dear Commissioners:

This letter is being sent from the following members of the Kull Family that have property affected by the proposed Eastern Cottontail Solar Project in Walnut Township. We are lifelong residents of Fairfield County and fourth generations farmers in this community we are writing to express our concern over this proposed project and what it will do to our farm, our farm's value and the thought of living directly next to a commercial solar farm on agriculture ground is unacceptable.

All Fairfield County property should be in the exclusionary zone for any type of project like this including **Walnut Township, Richland Township and Pleasant Township**. Our great and beautiful county needs to stay a family and farming community free of commercial projects destroying our farmland.

Greg & Jennifer Kull	8240 Ruffner Rd, Millersport
Donald & Marilyn Kull	8800 Ruffner Rd, Millersport
Gary & Cheryl Eads	8479 Ruffner Rd, Millersport
William & Andrea Putnam	8415 Ruffner Rd, Millersport
Dorothy Sawyer	7970 Ruffner Rd, Baltimore
Bruce & Deborah Turley	7695 Ruffner Rd, Baltimore
Dylan & Macey Kull	3280 Baltimore-Somerset Road, Millersport
Paul Kull	3117 Baltimore-Somerset Road, Millersport
Richard & Carol Pierce	2725 Musser Road, Baltimore

Please do your job in this conservative county and exclude our county from any future solar projects threatening our community and beauty of our county no matter how much money these companies are promising landowners and government officials.

Sincerely,



Greg and Jennifer Kull

March 30, 2023

To: Fairfield County Commissioners

From: Alison Barrick and Eric Royer

8189 Lake Road NE

Millersport OH 43046

614 937 4684



RE: PLEASE INCLUDE WALNUT TOWNSHIP AND THE EASTERN COTTONTAIL PROJECT IN THE EXCLUSIONARY PROVISION AND DOCUMENTATION

Please be notified that we are completely opposed to The commissioners excluding the Eastern Cottontail project from the exclusionary documentation hereby drafted in last week's meeting.

We are retirees and purchased our home about a year ago and understood our purchase zone to be in Residential Farmland and that we were unincorporated where no industrial anything could be placed in our back yard or across the street.

The Eastern Cottontail project lacked early on transparency and I believe it was in order to allow enough time and project milestones to occur without the resident's knowledge to object or express concerns. This I find uphauling from a business perspective. I am well aware of how these companies do it and we will not stand for it.

We ask that you represent the will of the people and include Walnut township in the exclusionary papers and prohibit Eastern Cottontail project.

Thank you for having the courage to stand and represent the will of the people. Let me know if you have any questions or if we need to provide you with any further information. Feel free to call us.

FOR IMMEDIATE RELEASE

April 4, 2024

FAIRFIELD COUNTY WORKFORCE CENTER TO HOST SUMMER EXPLORE CAREER CAMPS

[CARROLL, OH] - The Fairfield 33 Development Alliance and the Fairfield County Workforce Center will host Explore Career Camps this summer for Fairfield County students who will be in grades 6, 7, and 8 during the 2024-2025 academic year. These unique camps will introduce youth to one-week sessions to build interest in careers in engineering, healthcare, and construction.

In its third year, the Workforce Center Career Camps will be led by instructors from Hocking College, Ohio University-Lancaster, and Lancaster City Schools, with support from Lancaster Fairfield Community Action Agency and Pickerington Local Schools. There will be no fee or cost to the students participating in the camps – all are funded by the Fairfield 33 Development Alliance, the Fairfield County Commissioners, Lancaster City Schools, and a grant from the Ohio Department of Education and Workforce.

“As Fairfield County continues to expand, so will the demand for a workforce skilled in manufacturing, and construction,” said Rick Szabrak, Fairfield County Economic and Workforce Development Director. “Our goal is to introduce and inspire interest in these fields. The Explore Career Camps provide hands-on experience for students to discover an affinity for things like engineering, building, and STEM-related fields. These camps are widely popular and fill up quickly – which is encouraging and exciting.”

The camps will run from 9 a.m. to noon each day. The final day will provide an opportunity for family members to visit the camp to see what their students have learned throughout the camp. The Totally Tech Bot camp is part of Senator Sharrod Brown’s Manufacturing Camps held throughout Ohio. This camp will teach robotics and other advanced manufacturing skills to students. The Healthcare Heroes Camp will introduce students to careers in healthcare in a fun setting. The Builders Camp gives students an opportunity for hands-on learning in basic carpentry and other skilled trades. And the All-Girls STEM camp encourages females to become involved in engineering.

Space for students in all the camps is limited and registration is required. For additional information, visit www.fairfieldcountyohioworkforcecenter.gov/career-camps.html.

###

For media inquiries, contact Temple Montanez at temple@krilecommunications.com



Fairfield County
Health
Department

Health Matters

**Fairfield County Health Department
Quarterly Newsletter
March 2024**



Inside This Edition



Spring



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WIC: Women, Infants, and Children	Page 9
Environmental Health	Page 10



04/09/2024



Fairfield County
Health
Department



029

Healthy Eating Active Living (HEAL)

HEAL is a program created to increase access to healthy and affordable foods and physical activity opportunities. FCHD has been implementing HEAL strategies throughout the county to make healthy eating and active living more accessible for Fairfield County residents.

Planting Calendar

April

Start indoors: Onions, parsley, lettuce, peppers, eggplant.

May

Start tomatoes indoors.
Plant strawberries outdoors.
Transplant onions & lettuce.

June

Plant carrots, turnips, and radishes.

July

Plant spinach & Pull onions

August

Last planting of lettuce & radishes.
Plant cover crops.

Community Garden

FCHD is starting a community garden at Lancaster Camp Ground! There will be 10 garden beds: nine available for the community to rent out, and one for community education. The garden will be implemented in May 2024.

FCHD is currently looking for volunteers to help with the educational garden plot. If you are interested in helping, or would like additional information about renting a plot, reach out to Bethany Carson at bethany.carson@fairfieldcountyohio.gov

Upcoming Events



Join us at our Community Garden Announcement party on April 6, 2024, from 11am-3pm at Lancaster Camp Ground. There will be games, demonstrations, giveaways, a food truck, and the Lancaster Greenhouse Bus! The first person to sign up to rent a garden bed will receive a gardening prize.

Find FCHD at the Senior Services Provider Showcase on April 11th!

FCHD will also be at the Seeds of Change event on April 20, 2024! Come out and celebrate Arbor Day at Rising Park from 10am-12pm.

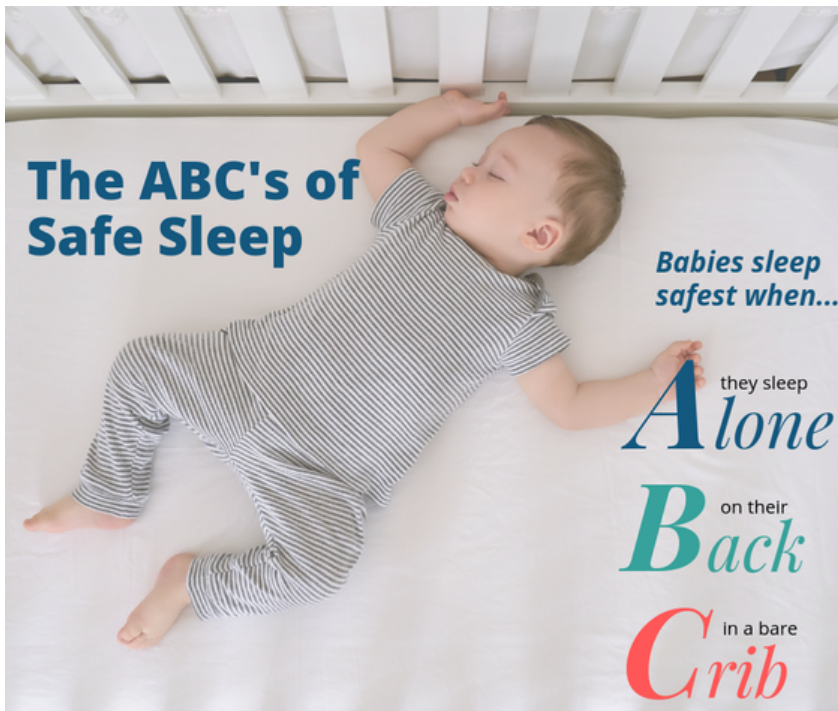


Healthy Babies

Cribs for Kids

FCHD continued to promote safe sleep practices for infants and newborns and distributed **39** “*crib kits*” containing a cribette from January-March of 2024.

For more information on how to see if you are eligible for a crib, contact Kaleigh Pulsinelli kaleigh.pulsinelli@fairfieldcountyohio.gov or 740-652-2800



Newborn Homevisit

FCHD has received funding to start a Newborn Home Visit program to provide new parents with extra support after baby is born. This program will allow a public health nurse to provide education to the caregiver on how to take care of themselves and the baby.



The program is done in partnership with the Fairfield County Foundation and the United Way of Fairfield County.

For questions call Gale Neville MSN, RN at 740-652-2828 or email: gale.neville@fairfieldcountyohio.gov



Tobacco Use Prevention and Cessation

FCHD continues efforts to reduce dependence on nicotine through the Tobacco Use Prevention and Cessation grant. The two main goals of the program is to prevent youth and young people from starting using tobacco and nicotine-containing products, and to help adults to stop using tobacco and nicotine products.



Resources to Help You Quit Smoking

Did you know that there's a quit line available to anyone in Ohio wanting help to quit smoking? By calling 1-800-QUIT-NOW, individuals can get free counseling and coaching sessions. If you're eligible, they'll even mail nicotine replacement therapy, like patches or gum, to you for free! The quit line is available to you 24 hours a day, 7 days a week--whenever you're ready to start your quit journey.



Substance Use Prevention in the Community

The Tobacco Use Prevention and Cessation Coordinator and the Project DAWN Coordinator have been working together to educate the community on substance use prevention. This presentation is great for schools. FCHD has given this presentation to the staff members of Millersport High School and Lancaster High School. We have also provided them with naloxone, NaloxBoxes, and vaping/tobacco prevention posters for classrooms.

If you or your organization is interested in free substance use prevention training:

Tobacco Use Prevention and Cessation Contact:

hannah.josefczyk@fairfieldcountyohio.gov

Project DAWN Contact:

megan.baker@fairfieldcountyohio.gov

Project DAWN

FCHD works closely with the Fairfield County ADAMH Board and Project F.O.R.T. to distribute naloxone and offer trainings to best prepare the community. FCHD gave out a total of [276](#) Project DAWN Naloxone kits since January 2024. Of those kits distributed [60](#) were to first responders in Fairfield County.

Currently, FCHD is working to continue placing NaloxBoxes in schools and local businesses and provide training throughout the county.

FCHD recently received a [Regional Linkages](#) grant to identify and address gaps in services for individuals with substance use disorders. We have been working with other local health departments in the region on this grant.

Stay on the lookout for one of our Naloxone billboards that will be posted at various locations throughout Fairfield County!





HAPPY NATIONAL VOLUNTEER MONTH!

April is recognized as the National Volunteer Month each year aimed at recognizing and celebrating the millions of volunteers across the country that devote their time, energy, and skill to making the world a better place. Thank you to our volunteers for all you do!

Fairfield County MRC Turns 3!

March marks three years of Fairfield County's Medical Reserve Corps chapter. We are looking forward to what the future holds for our team!



Interested in joining our team and serving our community? Email riley.ernst@fairfieldcountyohio.gov for more information.

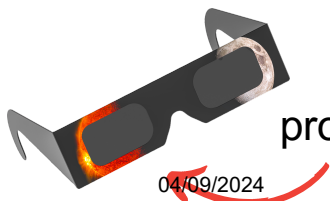
Public Health Emergency Preparedness



SOLAR ECLIPSE IS APRIL 8TH!

A solar eclipse happens when the moon is positioned between the Earth and the sun, casting a shadow over the Earth. If stationed in the line of total totality, there will be a period of temporary complete darkness for up to four minutes in each locality.

Fairfield County is not located in the line of totality. Yet we may still be impacted by extreme traffic increases due to the influx of travelers heading to and from the designated sites.



It's unsafe to look directly at the eclipse without proper eye protection. It may cause severe eye injury. Glasses must be ISO-compliant solar filter/solar eclipse glasses.



Safe Communities Program

FCHD is excited to announce a new grant! The Safe Communities program is a data-driven initiative to save lives and reduce injury by increasing seat belt usage, increasing impaired driving awareness, increasing motorcycle safety awareness, coalition building with community partners, and traffic fatality review. This program is implemented in collaboration with the Ohio State Highway Patrol and the National Highway Safety Administration.

Upcoming Events

Bike Buckeye Lake's Tri-County Kids' Bike Safety Rodeo is May 11, 2024! The event will be at the parking lot of Our Lady of Mount Carmel Parish in Buckeye Lake.

Kids 5-10 years old can come at either 10am or 11am and learn safety skills, bicycle handling, bike and helmet fitting, and much more. Each child who registers and attends will receive a free properly fitted helmet and be entered in to win a brand new bike! Registration and parent/guardian accompaniment are required. Visit bikebuckeyelake.org for more information.



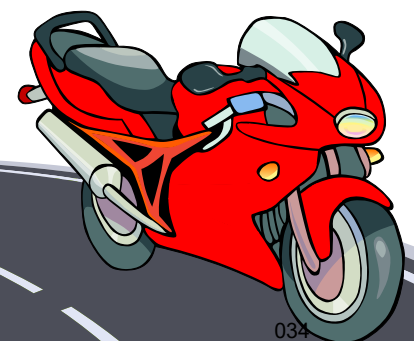
FCHD will be at Spring Fest at OUL on April 15th to promote Distracted Driving Month. Come by between 9am and 12pm to get free magnets and more!

Watch Out for Motorcycles!

As it starts to get warmer outside, you can expect to see more motorcycles on the road. Look again for motorcycles in your blind spot.

Follow these tips to watch out for motorcycles:

- Check twice before changing lanes or pulling out of a parking spot
- Avoid tailgating and give motorcycles plenty of space
- Always scan mirrors for objects including motorcycles
- Go slow when going through intersections and taking corners
- Don't text and drive
- Drive within speed limits



Older Adult Falls Prevention

Contact: baylie.blevins@fairfieldcountyohio.gov



Fairfield County
Health
Department

Springing into 2024 with a new grant!

The Fairfield County Health Department has received the Older Adult Falls Prevention Pilot Project Grant from the Ohio Falls Coalition.



This pilot program will be implemented in collaboration with the Violet Township Fire Department. This grant will provide grab bars to older adults who have been identified as a fall risk or have a potential fall hazard in their home.



FACTS ABOUT OLDER ADULT FALLS



1 in 4

Older Americans
fall every year.



Every
20 minutes
an older adult dies from a fall.



1 in 5

falls results in
head injury or
broken bones.

2x

Older adults who have
fallen have **twice** the
chance of falling again.



\$744 million

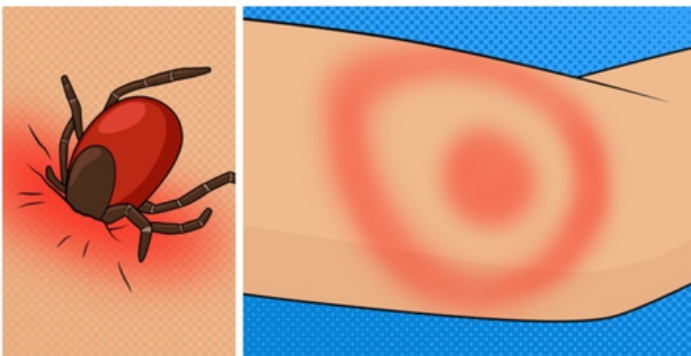
Total amount spent for acute
care hospital charges associated
with older adult falls in 2014.

Preventing Lyme Disease

With spring upon us in April, many of us are eager to spend more time outdoors enjoying the warmer weather. However, it's important to be aware of the increased risk of Lyme disease during this time. Lyme disease is transmitted through the bite of infected black-legged ticks, which are more active in the spring and summer months.

Symptoms of Lyme Disease

- Fever
- Headache
- Muscle and joint pain
- Tiredness
- A bull's eye rash



The symptoms of Lyme Disease may appear **3 to 20 days** after the tick bite.

Prevention Checklist

- Wear bug spray
- Wear long clothing, if possible
- Wear close-toed shoes
- Walk on marked trails
- Check for ticks on your body after an outdoor activity



Best Way to Remove a Tick

1. The best way to remove a tick is by using tweezers to grab the tick as close to the skin surface as possible
2. Pull the tick away from your skin with steady and even pressure (Don't twist the tick as it can break off and stay in the skin).
3. After the tick is removed wash your skin and hands.



Public Health Nursing

National Immunization Week April 1-5, 2024

While back to school shots are probably the last thing on your mind. Getting your child's back to school shots now will make the beginning of the next school year much easier.

The grades requiring immunizations are:

Kindergarten:

- Dtap/Polio
- MMR/Varicella

Seventh Grade:

- Tdap
- Meningitis
- HPV (not required) but great time to start this vaccine.

Senior:

- Meningitis # 2 (must have one after age 16 years)
- Tdap if due.

• Meningitis B is another type of Meningitis that is not contained in the first type of Meningitis. It's not common, however does seem to like College dorms and other areas with people living in close quarters. Some colleges are starting to require this vaccine.

Fairfield County Health Department has vaccine clinics on Tuesday and Thursday every week. We also have a clinic in Pickerington once a month on the third Wednesday of each month, by appointment. Call 740-652-2828 to make an appointment for all clinics.

For questions call Gale Neville MSN, RN
at 740-652-2828 or email:
gale.neville@fairfieldcountyohio.gov



Fairfield County
Health
Department

04/09/2024

037

WIC: Women, Infants, and Children

WIC Participation by Location

Amanda	28
Athens Co	7
Berne	69
Bloom	45
Clearcreek	64
Franklin Co	238
Greenfield	40
Hocking	29
Hocking Co	12
Lancaster	867
Liberty	58
Licking Co	31
Madison	40
Other	1
Perry Co	13
Pickaway	0
Pleasant	78
Richland	27
Rushcreek	59
Violet	524
Walnut	49
Total for 1/1/24-3/29/24	2279

WIC Celebrates 50 years!!

In March, we celebrated the 50 year anniversary of the Women, Infants and Children (WIC) Program. Through nutrition education and access to healthy foods, including fresh fruits and vegetables, WIC empowers families to make the choices that are right for them. Cheers to 50 years of nourishing families!



Nutrition Education

We are continuing to focus on offering Nutrition Education with various topics in several formats to make sure it is relevant and accessible for all participants! We have in-person breastfeeding class with Kaleigh, offer access to online self-paced modules to complete at home, the Nutrition Education Station tablet in the waiting room, and will be partnering with AHA to offer hands-on gardening activities one day a month starting in May!





Healthy Aging Grant

FCHD has received a new grant, the Healthy Aging Grant, to support the Fairfield County community with replacement parts and installation of septic systems for adults 60 years of age and older.

Why is septic maintenance so important?

Adhering to a regular maintenance prevents dangerous property contamination. Clogged septic tanks can overflow, and hazardous waste and water can subsequently spill onto your property. This contaminated material compromises your groundwater and poses a severe public health risk.

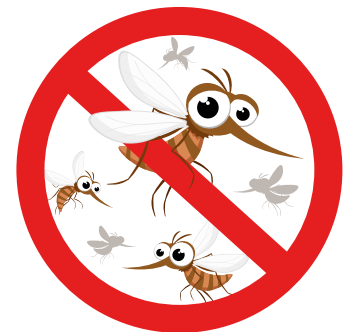


Gold Medal Food Safety Program

The Gold Medal Food Program was started in 2023 to recognize outstanding food facility operators in Fairfield County for creating and maintaining safe environments for people to eat with their friends and families. This program is continuing into 2024. Keep an eye out for restaurants who have a gold medal in their door/window!

Mosquito Control

Mosquito season is almost here! Mosquitos are considered vectors for many diseases including West Nile Virus. FCHD offers low cost spraying as part of an integrated pest management approach to reduce mosquitos in Fairfield County. FCHD starts spraying the end of May/early June. If you are interested in contracting with FCHD for these services please contact Rachel Moresea at rachel.moresea@fairfieldcountyohio.gov



Stay in touch with us online!



Instagram- @fairfield_health



**X (formerly known as Twitter)-
@fairfieldco1550**



**Facebook-
www.facebook.com/FDHealth**



**Safe Communities Facebook-
www.facebook.com/FairfieldCountySC**



**LinkedIn-
linkedin.com/company/fairfieldhealth**



Website- fairfieldhealth.org

REGULAR MEETING #14
FAIRFIELD COUNTY COMMISSIONERS' OFFICE
APRIL 09, 2024

AGENDA FOR TUESDAY, APRIL 09, 2024

- 9:00 AM Review
- Regular Meeting
- Pledge of Allegiance
- Announcements
- Approval of Minutes for April 2, 2024
- Commissioners
- 2024-04.09.a A Resolution to Approve the Appointment of Felicia Hence to the Violet Township New Community Authority [Commissioners]
- 2024-04.09.b A Resolution to Approve the Appointment of Doug Houk to the Violet Township New Community Authority [Commissioners]
- 2024-04.09.c A Resolution to Approve the Appointment of Doug Williams to the Violet Township New Community Authority [Commissioners]
- 2024-04.09.d A Resolution to Approve the Appointment of Lori Sanders to the Violet Township New Community Authority [Commissioners]
- 2024-04.09.e A Resolution to Approve an Authorized Additional Use of American Rescue Plan Fiscal Recovery Funding and Appropriate from Unappropriated Funds and Account to Account Transfer within Major Expense Object Categories for the County ARP Fiscal Recovery Fund, #2876, the Regional Lift Station Project with Fairfield County Sewer District [Commissioners]
- 2024-04.09.f A Resolution to Approve a Participation Agreement between the County Risk Sharing Authority ("CORSA") and the Fairfield County Commissioners [Commissioners]
- 2024-04.09.g A Resolution Authorizing the Purchase of a Modular Building by and between the Fairfield County Commissioners and the City of Lancaster Board of Park Commissioners, for a Total Cost of \$1.00 [Commissioners]

Fairfield County Economic & Workforce Development

2024-04.09.h A Resolution to Approve Loan Documents to Fund Beer Geeks, LLC as a Fairfield County CARES ACT EDA Revolving Loan Fund Project [Economic & Workforce Development]

2024-04.09.i A Resolution to Approve a Memorandum of Understanding (MOU) for the Commitment of Funds to Ohio University from the Super Rapids Funds Previously Awarded to Fairfield County through an MOU between Fairfield County and the Ohio Department of Higher Education (ODHE) [Economic & Workforce Development]

Fairfield County Emergency Management Agency

2024-04.09.j A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category, EMA Funds #2090 [EMA]

Fairfield County Engineer

2024-04.09.k A Resolution to Approve the Contract Bid Award for the WAL-05 Geiger Road Superstructure Replacement Project [Engineer]

Fairfield County Job and Family Services

2024-04.09.l A Resolution to Approve a Memo Receipt and Expenditure for Fairfield County Job & Family Services, Fund #2599, Reimbursing Fund #2018 [JFS]

2024-04.09.m A Resolution to Approve a Memo Receipt and Expenditure for Fairfield County Job & Family Services, Sub Fund #8056, Reimbursing Fund #2018 [JFS]

Fairfield County Regional Planning Commission

2024-04.09.n A Resolution to Approve an Award of Bid to Cooper Concrete Services LLC for the CDBG, PY2022, Village of Pleasantville Pool Improvements – Concrete Deck [Regional Planning Commission]

Payment of Bills

2024-04.09.o A Resolution Authorizing the Approval of Payment of Invoices for Departments that Need Board of Commissioners' Approval [Commissioners]

The next Regular Meeting is scheduled for April 16, 2024, 9:00 a.m.

Adjourn

Land Bank Meeting, 11:00 a.m.

Transportation Improvement District Meeting, 1:00 p.m.

Regular Meeting #13 - 2024
Fairfield County Commissioners' Office
April 2, 2024

Review Meeting

The Commissioners met at 9:00 a.m. in the Commissioners' Hearing Room located at 210 E. Main St., Lancaster, OH. Commissioner Levacy called the meeting to order, and the following Commissioners were present: Jeff Fix, Steve Davis, and Dave Levacy. County employees present: County Administrator Aundrea Cordle; Deputy County Administrator Jeff Porter; Clerk, Rochelle Menningen; Communications & Information Coordinator, Bennett Niceswanger; Auditor, Dr. Carri Brown; Recorder Lisa McKenzie; Engineer, Jeremiah Upp; Treasurer James Bahnsen; Assistant Prosecuting Attorneys, Amy Brown-Thompson and Austin Lines; Budget Director, Bart Hampson; JFS Director, Corey Clark; IT Director, Dan Neeley; EMA and Facilities Director, Jon Kochis; Utilities Director, Tony Vogel; JFS Budget Director, Josh Crawford; Deputy Director of Engineer Operations, Jason Grubb; Transit Director, Aaron Kennedy; Economic and Workforce Development Director, Rick Szabrak; JFS Deputy Director, Heather O'Keefe; RPC Planner, Josh Hillberry; Budget Clerk, Staci Knisley; FCFC Manager, Tiffany Wilson; and Sgt. C. Williams. Also present: Chasilyn Carter, Francis Martin, Barb Martin, Sherry Pymer, Beth Cottrell, Melissa Connor, Ray Stemen, Judy Stemen, Cheryl Berner, Lisa Thomas, Adrian Harrison, Kris Keller, Kevin Elder, Selina McCord, Greg Groves, Elizabeth Groves, Frank Uhl II, Dave Menter, Mitch Price, Greg Price, Joe Coleman, Wayne Eaves, Curtis McGuire, Kevin Lewis, Joanne Spath, Paul Sansoucy, Paris Walker, Yancy Shaw, Greg Hayes, Bryant Keith, Jerry Starner, Lyne Kennedy-Starner, Aaron Steely, Beverly Sturm, Bev McCrastill, and Mary Cullison.

Virtual attendees: Josh Horacek, Lori Hawk, Jared Collins, Jeff Barron, Jennifer Morgan, Belinda Nebbergall, Scott Barr, Jessica Murphy, Michael Kaper, Ashley Arter, BGM, Shelby Hunt, Britney Lee, Lynette Barnhart, Tony Vogel, Deborah, Aubrey Ward, Tiffany Daniels, Dakota Miller, Park Russell, Abby King, and EM.

Welcome

Commissioner Levacy opened the meeting by welcoming everyone in attendance.

Proclamation

A proclamation was given to the Fairfield County Foundation to recognize and celebrate the 35 years of impact the Foundation has had on the community. Amy Eyman, Fairfield County Foundation's Chief Executive Officer, stated she was thrilled to accept the proclamation on behalf of the Foundation and credited the Foundation's generous donors for what they can accomplish. She is looking forward to many more years of the Foundation working for the community.

Public Hearing for Violet Township New Community Authority

Mr. Szabrak spoke briefly about the establishment of the New Community Authority in Violet Township. He added that the resolution is the same as that which was passed in December and was on the agenda due to the date requirement concerns of the attorneys for Rockford Homes.

Commissioner Levacy asked if there was anyone who would like to speak in favor of or against the establishment of the Violet Township New Community Authority, or if anyone had any neutral comments.

No comments were provided.

Commissioner Levacy closed the hearing at 9:08 a.m.

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Regular Meeting #13 - 2024
Fairfield County Commissioners' Office
April 2, 2024

Lancaster Fairfield Public Transit (LFPT) 2023 Year in Review

Chasilyn Carter, the LFPT outgoing Director, provided a 2023 review of LFPT and an update on the transfer of LFPT from the City of Lancaster to Fairfield County. She stated that LFPT transported 128,489 passengers in 2023 and operated with an administrative staff of 10, and 9 full-time drivers and 25 part-time drivers. LFPT added a 5th Lancaster loop in February of 2023 and ODOT approved the route as a permanent route in October. In 2023, LFPT won the Soar Award, a safety award given by the Ohio Transit Risk Pool. A PowerPoint was provided and is available in the minutes.

Aaron Kennedy, the incoming LFPT Director stated that the County will be taking over LFPT on July 1st. He thanked the County and City for working so efficiently to make this transfer happen and added that there are many facets to transit, and many departments are involved in a successful transfer. Mr. Kennedy spoke about Employee Appreciation Day and two videos from appreciative riders were shown

Commissioner Davis stated his appreciation for all parties working on the transition. He added that the city's first resolution regarding the transfer contained errors. He said he believed moving LFPT from the city to the county is best and spoke about the origins of LFPT. When the city started LFPT they used an outside vendor before having the city administer the agency. The county should be viewed as an outside vendor. If the city does not continue with their commitment to LFPT, it would be devastating to its functioning abilities. He added that everyone needs to keep their promises for the transfer to work.

Commissioner Fix stated that the plan is important for all parties, and that everyone should, and must, commit to the deal that was already made.

Public Comments

Ray Stemen of Lancaster spoke about his concerns regarding the World Health Organization and asked people to call their senators and representatives. He offered a prayer.

Melissa Hoover asked Commissioner Levacy if those outside of Fairfield County could speak during Public Comment.

Commissioner Levacy stated that everyone in attendance that day could speak and that all speakers must include their name and address for the minutes.

Judy Stemen of Lancaster spoke about her concerns regarding experimental testing of vaccines.

Selina McCord of Millersport stated she lives with her family on five acres and the acreage is surrounded by eighty plus acres of farmland. She asked if the Commissioners could help protect their land from industrial solar and stated that research shows that farmland cannot be restored to its original use. With industrial solar, storm damage can be dangerous, toxic chemicals can leak if the panels are broken, the bee colonies and birds can be destroyed by the panels, and dangerous fires can only be extinguished with the use of chemicals.

Beth Cottrill of Amanda stated she lives within half a mile of the land that has been leased for solar. She spoke about the hard working men and women here who have a lot of opportunities for jobs outside of solar projects and she thanked the Commissioners for opening the discussion regarding industrial solar exclusionary zones in Fairfield County.

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Fairfield County Commissioners' Office
April 2, 2024

Robert of Walnut Township believes serious consideration should be taken regarding the long-term effects of industrial solar farms on land. He also shared concerns that local representatives are such a small percentage of the Ohio Power Siting Board.

Randy McGuire of McDermott spoke in favor of the job opportunities that would be created from the proposed solar projects.

Frank Uhl of Lancaster spoke in favor of the job opportunities that would be created from the solar projects.

Kevin Elder of Pleasantville thanked the Commissioners for looking at the long term effects of solar production on land and added that there is no research that shows the land can be restored. Ohio lost 400,000 acres of farmland in 2022, and the nation lost 20M acres in the last five years. He asked that the Eastern Cottontail project be included in the exclusionary zone.

Francis Martin, of Cottontail Road stated he will be living in the middle of the proposed project and his property will be negatively affected by the project.

Tim Kneisley of Pleasantville stated he has had commissioners visit his property which is in the middle of the project. He played a video that spoke to the rights of landowners.

Kris Keller of Logan or Sugar Grove (both addresses were given) stated that concerns of the solar panels are unfounded. He spoke about a meeting 50 years ago concerning ammonia tanks.

Aaron Brown of Canton stated he is a Renewable Energy Representative for IBEW and added that his union members are proud to be a part of economic development that utility scale solar creates.

Sherry Pymmer of Walnut Township stated she is not against solar energy but is against taking farmland for large industrial solar projects. She read a letter that was provided to the Commissioners.

Greg Webber of Pleasantville spoke about growing up in SE Ohio and a uranium plant that was there and was supposed to be the energy of the future. He added that many years later residents of the area experienced significant health issues that were assumed to be related to the plant. We need to make good decisions for future generations.

Jerry Sterner of Amanda stated his land is surrounded by one of the proposed projects. He added that he is an electrical engineer and is not against solar projects but feels the project proposals are not done well.

Legal Update

Amy Brown-Thompson spoke about the two resolutions relating to the engineering lab at the Workforce Center and an amendment to one of the resolutions.

Ms. Cordle thanked Ms. Brown-Thompson for her expedient review of the resolutions.

County Administration Update

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

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Fairfield County Commissioners' Office
April 2, 2024

Week in Review

First Roundtable of the Year

The first Elected Officials and Department Head Roundtable for 2024 is this afternoon from 1-4 p.m. at the Ag Center. It will be a great opportunity for agencies and departments to share highlights and updates.

E-News Update

The county's *E-News Update* was released last week. Commissioner Fix's video with Fairfield County mayors and trustees is highlighted in the newsletter. Also in the newsletter is the announcement that Fairfield County received the "Top Workplace" award from *Columbus CEO* and *USA Today* for the third consecutive year.

Highlights of Resolutions

Administrative Approvals

The review packet contains a list of administrative approvals.

Resolution Review

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

Resolutions of note:

- A resolution authorizing the approval of a proclamation recognizing and celebrating the Fairfield County Foundation's 35 years of accomplishments and community impact.
- A resolution approving the establishment of the Violet Township New Community Authority (NCA). We originally passed this resolution in December and due to the concern of the firm representing, we were asked to rescind and start the process over. We will have resolutions appointing the NCA board members at next week's meeting.
- A resolution authorizing the County Administrator to approve contracts, change orders, appropriations, and invoices for the OU Engineering Lab project at the Workforce Center. The project has had some time sensitive items, and this allows the project to continue moving forward.
- A resolution approving the creation of the Fairfield County Workforce Advisory Board for the purpose of approving credit-bearing programs being offered by Fairfield County.
- A resolution approving the final plat for Stone Hill Estates, Section 1, located in Bloom Township. The Commissioners have a mylar plat to sign today.
- A resolution for an inmate housing agreement between Fairfield County, the Sheriff's Office, and Athens County, and another with Gallia County.
- A resolution approving an additional waterline easement between Eastland-Fairfield Board of Education and the Fairfield County Commissioners.

Budget Review

- There was no Budget Review provided.

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Regular Meeting #13 - 2024
Fairfield County Commissioners' Office
April 2, 2024

Calendar Review/Invitations Received

- *Clerk to the Fairfield County Board of Commissioners, Rochelle Menningen, provided the calendar review, and invitations and correspondence received.*
 - Records Commission Meeting, April 9, 2024, 8:30 a.m., Commissioner's Hearing Room
 - "Seeds of Change", Earth Day/Arbor Day Celebration and Award Ceremony, April 20, 2024, 10:00 a.m., Rising Park, 1100 N. High St., Lancaster
 - Fairfield Medical Center Foundation's Philanthropy Awards, April 25, 2024, 5:00 p.m., Cheers Chalet, 1211 Coonpath Rd. NW, Lancaster

Correspondence

- Correspondence Regarding Industrial Solar Projects
- AEP Ohio, Information About Upcoming Adjustments to AEP Ohio Residential Electric Bills, March 28, 2024
- News Release, Office of County Auditor, March 26, 2024, "Auditor's Office Receives TechCred Grant from State of Ohio"
- News Release, Office of County Auditor, March 27, 2024, "Fairfield County Auditor Carri Brown Receives Jane Johnsen Women of Vision Award"
- Memo, Dr. Carri Brown, County Auditor, March 28, 2024, Subjects: Statistics of Interest; Software as a Service Summary; and a Survey for Elected Officials and Department Heads"
- Fairfield County Auditor's Office: Wins of the Week, March 28, 2024
- Visit Fairfield County Newsletter, March 26, 2024
- Auditor's Ledger: News from the County Auditor's Office, April 2024

Old Business

Commissioner Fix stated the commissioners opened the discussion to exclusionary zones at the prior week's meeting and asked staff to prepare maps of potential areas for industrial solar exclusionary zones.

Commissioner Davis stated the first action the commission would take would be to publish the proposed map and the motion to publish the proposed map is not a vote to approve the map or approve the ban. Once the map is published the Ohio Revised Code requires at least a 30 day waiting period before action can be taken.

New Business

Commissioner Davis clarified that he supports the Lancaster Fairfield Public Transit (Transit) transfer and stated his appreciation for the City of Lancaster for handling transit in the county to date. He added that has and will advocate for the transfer of Transit and that the transfer would occur only under the terms and conditions previously agreed upon.

Auditor Brown spoke about a public service announcement about skimmers at gas pumps from the Weights and Measures department.

Mr. Vogel thanked staff from the Auditor's Office for helping with tax exemptions for properties being farmed.

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Regular Meeting #13 - 2024
Fairfield County Commissioners' Office
April 2, 2024

Commissioner Davis thanked everyone for joining the meeting on both sides of the industrial solar issue and for their courtesy during the meeting.

Regular (Voting) Meeting

The Commissioners continued to their Regular meeting. Commissioner Levacy called the meeting to order, and the following Commissioners were present: Jeff Fix, Steve Davis, and Dave Levacy. County employees present: County Administrator Aundrea Cordle; Deputy County Administrator Jeff Porter; Clerk, Rochelle Menningen; Communications & Information Coordinator, Bennett Niceswanger; Auditor, Dr. Carri Brown; Recorder Lisa McKenzie; Engineer, Jeremiah Upp; Treasurer James Bahnsen; Assistant Prosecuting Attorneys, Amy Brown-Thompson, Steven Darnell and Austin Lines; Budget Director, Bart Hampson; JFS Director, Corey Clark; IT Director, Dan Neeley; EMA and Facilities Director, Jon Kochis; Utilities Director, Tony Vogel; JFS Budget Director, Josh Crawford; Deputy Director of Engineer Operations, Jason Grubb; Transit Director, Aaron Kennedy; Economic and Workforce Development Director, Rick Szabrak; JFS Deputy Director, Heather O'Keefe; RPC Planner, Josh Hillberry; Budget Clerk, Staci Knisley; FCFC Manager, Tiffany Wilson; and Sgt. C. Williams. Also present: Chasilyn Carter, Francis Martin, Barb Martin, Sherry Pymmer, Beth Cottrell, Melissa Connor, Ray Stemen, Judy Stemen, Cheryl Berner, Lisa Thomas, Adrian Harrison, Kris Keller, Kevin Elder, Selina McCord, Greg Groves, Elizabeth Groves, Frank Uhl II, Dave Menter, Mitch Price, Greg Price, Joe Coleman, Wayne Eaves, Curtis McGuire, Kevin Lewis, Joanne Spath, Paul Sansoucy, Paris Walker, Yancy Shaw, Greg Hayes, Bryant Keith, Jerry Starner, Lyne Kennedy-Starner, Aaron Steely, Beverly Sturm, Bev McCrastill, and Mary Cullison.

Virtual attendees: Josh Horacek, Lori Hawk, Jared Collins, Jeff Barron, Jennifer Morgan, Belinda Nebbergall, Scott Barr, Jessica Murphy, Michael Kaper, Ashley Arter, BGM, Shelby Hunt, Britney Lee, Lynette Barnhart, Tony Vogel, Deborah, Aubrey Ward, Tiffany Daniels, Dakota Miller, Park Russell, Abby King, and EM.

Pledge of Allegiance

Commissioner Levacy asked everyone to rise as able and led the Pledge of Allegiance.

Announcements

Clerk Menningen asked the Commissioners to approve resolution 2024-04.02.c with an amendment which would break out the amounts of the two addendums.

Approval of Minutes for March 26, 2024

On the motion of Jeff Fix and the second of Steve Davis, the Board of Commissioners voted to approve the Minutes for the Tuesday, March 26, 2024, meeting.

Roll call vote of the motion resulted as follows:

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

Approval of Resolutions from the Fairfield County Board of Commissioners

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

2024-04.02.a A Resolution Authorizing the Approval of a Proclamation

Regular Meeting #13 - 2024
Fairfield County Commissioners' Office
April 2, 2024

- 2024-04.02.b A Resolution to Approve the Establishment of the Violet Township New Community Authority under Ohio Revised Code 349.03 and 349.04
- 2024-04.02.c A Resolution Authorizing the Approval Bid Award for the Workforce Center - OU Engineering Lab
- 2024-04.02.d A Resolution to Authorize the County Administrator to Approve Contracts, Change Orders, Appropriations, and Invoices for the Ohio University Engineering Lab Project at the Fairfield County Workforce Center
- 2024-04.02.e A resolution to appropriate from unappropriated funds in major expenditure object categories for Fund# 1001.
- 2024-04.02.f A resolution authorizing a fund to fund transfer for the 2nd Quarter 2024 Allocation for the Multi County Juvenile Detention Center (MCJDC).
- 2024-04.02.g A resolution authorizing a fund to fund transfer to the Fairfield County Family Adult Children First Council for Multi-Youth Committee, 2nd payment for the 2024 Allocation

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

Approval of a Resolution from the Fairfield County Board of Developmental Disabilities

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

- 2024-04.02.h A resolution to approve a reimbursement for share of costs for Ethernet Services paid to AT&T as a memo expenditure for fund# 2060 - Fairfield County Board of Developmental Disabilities

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

Approval of a Resolution from Fairfield County Economic & Workforce Development

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

- 2024-04.02.i Creation of the Fairfield County Workforce Advisory Board to Approve Credit-Bearing Programs to be Offered in Fairfield County

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

Approval of Resolutions from the Fairfield County Emergency Management Agency

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

Regular Meeting #13 - 2024
Fairfield County Commissioners' Office
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- 2024-04.02.j A resolution authorizing the approval of an advance from the general fund to EMA – Fund 2708 State Homeland Security Grant Program Grant (SHSP) [EMA] 2024-04.02.k A resolution to appropriate from unappropriated in a major expenditure object category for EMA; 2708, State Homeland Security Grant.

Roll call vote of the motion resulted as follows:

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

Approval of Resolutions from Fairfield County Job and Family Services

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

- 2024-04.02.l A resolution to approve additional appropriations by appropriating from unappropriated into a major expense object category – Fund # 2015 – Child Support Enforcement Agency - Fairfield County JFS
- 2024-04.02.m A resolution to approve a memo receipt and expenditure for Fairfield County Job & Family Services, Fund 2072 reimbursing Fund 2018
- 2024-04.02.n A Resolution to Approve a Memo Receipt and Expenditure for Fairfield County Job & Family Services, Fund #2015 Reimbursing Fund #2018
- 2024-04.02.o A Resolution to Approve a Reimbursement for Share of Costs for Postage as a Memo Expenditure for Fund# 2018

Roll call vote of the motion resulted as follows:

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

Approval of a Resolution from the Fairfield County Regional Planning Commission

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

- 2024-04.02.p A resolution to approve the Stone Hill Estates, Section 1, Final Plat

Roll call vote of the motion resulted as follows:

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

Approval of Resolutions from the Fairfield County Sheriff

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

- 2024-04.02.q A resolution authorizing the approval of a contract with the Fairfield County Board of Commissioners (Fairfield BCC), the Fairfield County Sheriff's Office (Fairfield Sheriff) and the Athens County Board of Commissioners (Athens BCC) and the Athens County Sheriff (Athens Sheriff) for housing prisoners in the Fairfield County Jail

Regular Meeting #13 - 2024
Fairfield County Commissioners' Office
April 2, 2024

2024-04.02.r A resolution authorizing the approval of a contract with the Fairfield County Board of Commissioners (Fairfield BCC), the Fairfield County Sheriff's Office (Fairfield Sheriff) and the Gallia County Board of Commissioners (Gallia BCC) and the Gallia County Sheriff (Gallia Sheriff) for housing prisoners in the Fairfield County Jail

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

Approval of a Resolution from Fairfield County Utilities

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

2024-04.02.s A Resolution Approving an Additional Waterline Easement Between the Eastland-Fairfield Board of Education and the Fairfield County Commissioners

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

Approval of the Payment of Bills

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

2024-04.02.t A resolution authorizing the approval of payment of invoices for departments that need Board of Commissioners' approval.

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

Protective Services Update to the Commissioners, 10:30 a.m.

Ms. Cordle stated that the Protective Services Update was being provided to the Commissioners to have information about Child Protective Services (CPS) funding for both the Commissioners and the Budget Commission. She added that the analysis being provided speaks to the current levy and a projection for a 10 year plan. She further added that a levy cannot exceed more than ten years.

Commissioner Davis spoke about the importance of always planning for the future of CPS.

The Commissioners asked for clarification on when the funding for the current levy would end and when they would collect and receive monies for a new levy based on when a levy could be on the ballot and passed.

Commissioner Levacy spoke about the margins in which CPS levies pass in the county and added that the amount Fairfield County residents pay in comparison to other counties in the state is very low.

Ms. Cordle spoke about the current levy language and added that the levy commenced in 2017 and monies were first received in calendar year 2018.

Regular Meeting #13 - 2024
Fairfield County Commissioners' Office
April 2, 2024

Commissioner Davis asked for a memo stating when the last monies would be received by CPS for the current levy.

Mr. Clark spoke about a graph that was provided showing both revenue and expenses for each year. He added that expenses are projected to continue increasing, as they have over the last five years, and will consume the balances in the fund.

Commissioner Levacy stated that the State of Ohio is the 50th in the union for providing CPS funding.

Commissioner Davis asked about the vacancy rate, total expenses, and expected 2024 revenues.

Mr. Clark stated that CPS has never had a full TO.

Mr. Crawford stated that levy receipts for 2024 were expected to be \$8M.

Commissioner Davis asked if the projections were based on an increase in state and federal funding, and if there was a level of increase historically.

Mr. Clark stated that the funding rate projections are flat as there is no way to anticipate state and federal funding.

Commissioner Fix asked if CPS received any COVID revenue.

Commissioner Levacy stated that the money from the state tripled but that the base amount was so low that it still does not have a significant financial impact.

Mr. Clark stated that 2024 is the last year the revenue will exceed the expenses. After this, expenses will outpace revenue.

Commissioner Davis asked what percentage of JFS monies from the General Fund go to CPS.

Mr. Clark stated that a large percentage of the General Fund monies for JFS go to CPS.

Commissioner Davis spoke about the out years of the General Fund. The projections for these out years, years that are 6, 7, and 8 years from now, indicate that the General Fund will be struggling. We want both the CPS and General Funds to succeed.

Mr. Clark added it is projected that the expenses will continue to increase, and revenue will stay flat in the out years.

Commissioner Davis asked if the 2031 analysis was based on a levy renewal, and if a replacement levy would generate more.

Mr. Crawford confirmed that the revenue projections were based on a levy renewal.

Ms. Cordle stated that the increased amount began in 2018.

Commissioner Fix asked if individual taxpayers paid more or if the collections were divided among a larger number of taxpayers.

Commissioner Levacy asked about the amount we are paying per day for foster children. Ms. Fortner stated we usually pay less than surrounding counties. We pay approximately \$28 per day, per child, depending on the age of the child.

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Regular Meeting #13 - 2024
Fairfield County Commissioners' Office
April 2, 2024

Commissioner Davis asked if his colleagues would be comfortable if he worked with JFS on the levy and came back to this group with a proposal.

Ms. Cordle stated that she and Mr. Hampson had asked JFS for a quarterly update and that they would bring those in the meeting back together if the quarterly updates changed.

Amy Brown-Thompson spoke about the levy role of the Budget Commission.

Mr. Clark stated the purpose of the update is to provide the Commission with current and projected numbers and asked if the Commissioners had additional questions.

The Commissioners thanked the JFS personnel for their update.

Executive Session – to Discuss Imminent Court Action, 11:00 a.m.

On the motion of Steve Davis and the second of Jeff Fix, the Board of Commissioners voted to move to Executive Session to discuss Imminent Court Action at 11:12 a.m. Commissioner Davis asked that the Commissioners, the County Administrator, Deputy County Administrator, Clerks to the Commissioners, and representatives for the Prosecutor's Office be in attendance.

Roll call vote of the motion resulted as follows:

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

On the motion of Steve Davis and the second of Jeff Fix, the Board of Commissioners voted to leave Executive Session at 11:35 a.m.

Adjournment

With no further business, on the motion of Steve Davis and the second of Jeff Fix, the Board of Commissioners voted to adjourn at 11:44 a.m.

Roll call vote of the motion resulted as follows:

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

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

A Resolution to Approve the Appointment of Felicia Hence to the Violet Township New Community Authority

WHEREAS, pursuant to Section 349.04 of the Ohio Revised Code, the Fairfield County Board of Commissioners is to approve appointments of citizen appointees to the board of new community districts; and

WHEREAS, Felicia Houk has expressed interest in and willingness to fill a citizen appointee position on the board and has been recommended by the Violet Township Director of Operations, Vince Utterback.

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

Section 1. That the Fairfield County Board of Commissioners hereby appoints Felicia Hence to fill a two year term on the board of the Violet Township New Community Authority as a citizen appointee.

Section 2. That this appointment is effective April 9, 2024, expiring April 8, 2026.

Prepared by: Rochelle Menningen

Signature Page

Resolution No. 2024-04.09.a

A Resolution to Approve the Appointment of Felicia Hence to the Violet Township
New Community Authority

(Fairfield County Commissioners)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A Resolution to Approve the Appointment of Doug Houk to the Violet Township New Community Authority

WHEREAS, pursuant to Section 349.04 of the Ohio Revised Code, the Fairfield County Board of Commissioners is to approve appointments of citizen appointees to the board of new community districts; and

WHEREAS, Doug Houk has expressed interest in and willingness to fill a citizen appointee position on the board and has been recommended by the Violet Township Director of Operations, Vince Utterback.

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

Section 1. That the Fairfield County Board of Commissioners hereby appoints Doug Houk to fill a one year term on the board of the Violet Township New Community Authority as a citizen appointee.

Section 2. That this appointment is effective April 9, 2024, expiring April 8, 2025.

Prepared by: Rochelle Menningen

Signature Page

Resolution No. 2024-04.09.b

A Resolution to Approve the Appointment of Doug Houk to the Violet Township New Community Authority

(Fairfield County Commissioners)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A Resolution to Approve the Appointment of Doug Williams to the Violet Township New Community Authority

WHEREAS, pursuant to Section 349.04 of the Ohio Revised Code, the Fairfield County Board of Commissioners is to approve appointments of citizen appointees to the board of new community districts; and

WHEREAS, Doug Williams has expressed interest in and willingness to fill a citizen appointee position on the board and has been recommended by the Violet Township Director of Operations, Vince Utterback.

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

Section 1. That the Fairfield County Board of Commissioners hereby appoints Doug Williams to fill a one year term on the board of the Violet Township New Community Authority as a citizen appointee.

Section 2. That this appointment is effective April 9, 2024, expiring April 8, 2025.

Prepared by: Rochelle Menningen

Signature Page

Resolution No. 2024-04.09.c

A Resolution to Approve the Appointment of Doug Williams to the Violet Township
New Community Authority

(Fairfield County Commissioners)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A Resolution to Approve the Appointment of Lori Sanders to the Violet Township New Community Authority

WHEREAS, pursuant to Section 349.04 of the Ohio Revised Code, the Fairfield County Board of Commissioners is to approve the appointment of a local government representative to the board of new community districts; and

WHEREAS, Lori Sanders has expressed interest in and willingness to fill a local governments representative position on the board and has been recommended by the Voilet Township Director of Operations, Vince Utterback.

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

Section 1. That the Fairfield County Board of Commissioners hereby appoints Lori Sanders to fill the local government representative position on the board of the Violet Township New Community Authority.

Section 2. That the Fairfield County Board of Commissioners hereby appoints Lori Sanders to fill the position until the time that the Violet Township New Community Authority gains three-quarters of its projected total population, as determined by the board of the new community district.

Section 3. That this appointment is effective April 9, 2024.

Prepared by: Rochelle Menningen

Signature Page

Resolution No. 2024-04.09.d

A Resolution to Approve the Appointment of Lori Sanders to the Violet Township
New Community Authority

(Fairfield County Commissioners)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution to approve an authorized additional use of American Rescue Plan fiscal recovery funding and appropriate from unappropriated funds and account to account transfer within major expense object categories for the County ARP fiscal recovery fund, #2876, the Regional Lift Station Project with Fairfield County Sewer District - Fairfield County Utilities.

WHEREAS, Fairfield County has received direct payments from the U.S. Treasury under the Coronavirus State and Local Fiscal Funds authorized by the American Rescue Plan Act, referred to as fiscal recovery funds;

WHEREAS, Fairfield County will use the funding in accordance with the American Rescue Plan Act and guidance from the U.S. Treasury;

WHEREAS, on April 20, 2021, Fairfield County set up a special revenue fund to receive the funds and account for the use of the funds (with special revenue fund #2876);

WHEREAS, the American Rescue Plan fiscal recovery funds are permitted to be used for water, sewer, and broadband infrastructure projects;

WHEREAS, "Clean Water: Centralized Wastewater Collection and Conveyance" projects are included, based on the June 17, 2021, Compliance and Reporting Guidance issued by the US Department of Treasury for the ARP fiscal recovery funds;

WHEREAS, one project includes the design and construction of a new regional lift station to provide services to northern Violet Township, (also consistent with the Coronavirus State and Local Fiscal Recovery Funds Compliance and Reporting Guidance - Page 22, issued June 17, 2021);

WHEREAS, American Rescue Plan (ARP) fiscal recovery funds will be used to fund the implementation of the sanitary lift station and forcemain;

WHEREAS, Fairfield County Utilities will perform all construction inspection services and administer the contracts and related competitive bidding processes;

WHEREAS, project number R52c has been assigned to this project for sewer improvements for the Fairfield County Regional Lift Station project within the Fairfield County Sewer District, which is a part of the Fairfield County Utilities.

A resolution to approve an authorized additional use of American Rescue Plan fiscal recovery funding and appropriate from unappropriated funds and account to account transfer within major expense object categories for the County ARP fiscal recovery fund, #2876, the Regional Lift Station Project with Fairfield County Sewer District - Fairfield County Utilities.

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

Section 1. The Board of County Commissioners approves the use of ARP fiscal recovery funds to design and construct a regional lift station for Fairfield County Sewer District in Violet Township in the amount of \$2,761,835.85.

Section 2. The Board of County Commissioners requests the County Auditor approve appropriations of additional funds from fund #2876, as follows in the major categories of expenditures of capital outlay:

12287600	\$861,835.85	Capital Outlay
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Section 3. The Board of County Commissioners requests the County Auditor approve an account-to-account transfer within major expense object categories of capital outlay:

Account-to-Account Transfer

\$1,900,000.00	From 12287600	R511c	Capital Outlay
\$1,900,000.00	To 12287600	R52c	Capital Outlay

Section 4. The Fairfield County Utilities department leadership will connect with the Deputy County Administrator to develop documentation, monitoring, oversight, and reporting procedures; an additional resolution (or resolutions) is (are) anticipated to approve a contract (or contracts) once the competitive bidding process is completed.

For County Auditor Use Only:

Section 2. Update the following appropriations:

\$ 861,835.85 12287600 573725 R52c – Sewer, ARP

Section 3. Account-to-Account Transfer:

From: \$1,900,000.00 12287600 573700 R511c – Water, ARP

To: \$1,900,000.00 12287600 573725 R52c – Sewer, ARP

Signature Page

Resolution No. 2024-04.09.e

A Resolution to Approve an Authorized Additional Use of American Rescue Plan Fiscal Recovery Funding and Appropriate from Unappropriated Funds and Account to Account Transfer within Major Expense Object Categories for the County ARP Fiscal Recovery Fund, #2876, the Regional Lift Station Project with Fairfield County Sewer District

(Fairfield County Commissioners)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution to approve a Participation Agreement with the County Risk Sharing Authority (“CORSA”)– Fairfield County Commissioners’

WHEREAS, Fairfield County wishes to participate in the County Risk Sharing Authority, (“CORSA”) a joint self-insurance pool organized to assist members reduce and prevent losses and injuries to member property and persons, and

WHEREAS, The County wishes to renew its membership in CORSA for the 2024-2027 period and provide continuing stability and availability of needed liability coverages at reasonable costs, and

WHEREAS, a Participation Agreement between the County and CORSA is necessary, and

WHEREAS, the Fairfield County Prosecutor has approved the Participation Agreement as to form, and

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Fairfield, State of Ohio:

SECTION 1: that the Board of Commissioners hereby approves the attached Participation Agreement with the County Risk Sharing Authority for the 2024-2027 membership period and authorizes itself to sign the attached Participation Agreement.

Prepared by: Jeffrey D. Porter
Deputy County Administrator

2024 PARTICIPATION AGREEMENT

This Participation Agreement (this "Agreement") is made between the **County Risk Sharing Authority, Inc. ("CORSA")**, an Ohio corporation not for profit and the **Fairfield County Board of Commissioners (the "Member")**, a political subdivision of the State of Ohio, effective as of the first day of May, 2024 but actually executed on the ____ day of _____, 2024.

I. RECITALS

a. The purposes of CORSA are to provide a joint self-insurance pool and to assist members, including the Member, to prevent or reduce losses and injuries to Member property, and persons and property which might result in claims being made against members of CORSA, including the Member, or their employees or officers.

b. The Member wishes to avail itself of the advantages offered by CORSA to its members. Therefore, it is the intent of the Member to join with other members of CORSA, which administers a joint self-insurance pool and uses funds contributed by the members to defend and indemnify, in accordance with CORSA's Articles of Incorporation, Code of Regulations, policies and procedures, and coverage documents, members of CORSA against stated liability or loss, to the limits as outlined in the coverage documents of CORSA. It is also the intent of the Member, as a member of CORSA, to have CORSA provide continuing stability and availability of needed coverages at reasonable costs.

c. This Agreement is made pursuant to the authority granted pursuant to H.B. 875 of the 116th General Assembly, as codified in Sections 307.441, 2744.08, 2744.081 and 3955.05 of the Ohio Revised Code. The coverage provided by CORSA is not considered and does not constitute insurance under any Ohio law.

II. DEFINITIONS

As used in this Agreement, the following terms shall have the meaning assigned to them as follows:

"Administration Costs" shall mean all costs of administering CORSA's program.

"Anniversary Date" shall mean the 1st day of May of each year.

"Deductible" shall mean that portion of each loss to be paid directly by the Member, or paid by CORSA and reimbursed by the Member.

"Excess Insurance" shall mean commercial insurance or reinsurance purchased by CORSA to provide all or part of the coverages shown on Exhibit A hereto.

"Insurance Costs" shall mean the Member's share, as established from time to time by CORSA, of the costs of Excess Insurance, and other insurance (if any), purchased to provide all or part of the property and liability coverages shown on Exhibit A hereto.

"Loss Fund" shall mean the total of each Member's Primary Loss Fund, Secondary Loss Fund.

"Primary Loss Fund" shall mean the fund established by CORSA to provide for the payment of the first level of losses in excess of the Deductible.

"Primary Loss Fund Contribution" shall mean the Member's share, as established from time to time by CORSA, of the costs of funding a primary loss fund which is a component of the joint self-insurance pool.

"Program Year" shall mean that period commencing on the Anniversary Date and each twelve-month period thereafter until the Termination Date.

"Secondary Loss Fund" shall mean the fund established by CORSA to provide for the payment of the second level of losses in excess of the Deductible.

"Secondary Loss Fund Contribution" shall mean the Member's share, as established from time to time by CORSA, of the costs of funding a secondary loss fund which is a component of the joint self-insurance pool.

"Termination Date" shall mean April 30, 2027.

III. THE MEMBER'S OBLIGATIONS

Subject to the provisions of this Agreement regarding withdrawal and expulsion, the Member agrees to become a member of CORSA and to remain such for the term of this Agreement, and to perform the duties and obligations listed below.

The Member further agrees:

a. To pay promptly all annual and supplementary contributions or other contributions and deductibles to CORSA as more fully set forth in Article VI hereof, at such times and in such amount as shall be established by the CORSA Board of Directors. Any delinquent payment shall be paid with interest which shall be equivalent to the prime interest rate on the date of delinquency at the bank which maintains CORSA's administrative funds. Payment will be considered delinquent 30 days following the due date.

b. To designate a voting representative and alternate in accordance with CORSA's Code of Regulations.

c. To allow CORSA and its agents, officers and employees reasonable access to all facilities of the Member and all Member records, including but not limited to financial records, as required for the administration of CORSA.

d. To allow attorneys designated by CORSA to represent the Member in the investigation, settlement and litigation of any claim made against the member within the scope of the coverage agreement furnished by CORSA.

e. To cooperate fully with CORSA's attorneys, claims adjustors and any other agent, employee or officer of CORSA in activities relating to the purposes and powers of CORSA.

f. To follow the loss reduction and prevention programs and procedures established by CORSA.

g. To comply with the CORSA Policy Statement on Local Agency Representation, as the same is in effect from time to time.

h. To report to CORSA as promptly as possible all incidents or occurrences which could reasonably be expected to result in CORSA being required to consider a claim against the Member, its agents, officers or employees or for casualty losses to Member property within the scope of coverages undertaken by CORSA.

i. To report to CORSA as soon as reasonably possible the addition of new programs and facilities or the reduction or expansion of existing programs and facilities or other acts which may cause material changes in the member's exposure to accidental loss.

j. To provide CORSA annually, or more frequently if requested, with information either requested by CORSA's Excess Insurance providers or necessary to establish program costs.

k. To participate in coverage of losses and to pay contributions as established and in the manner set forth by the CORSA Board of Directors.

IV. CORSA'S OBLIGATIONS

Subject to the provisions of this Agreement regarding the Member's withdrawal or expulsion, CORSA agrees to accept the Member as a member, subject to the terms and conditions contained in this Agreement, and to perform the duties and obligations set forth below.

CORSA further agrees:

- a. To carry out educational and other programs relating to risk management.
- b. To provide the coverages shown on Exhibit A, by creating, collecting funds for, and administering loss funds; by purchasing Excess Insurance; by making provision by other appropriate means of funding such coverages; or by employing any combination of the above methods.
- c. To establish reasonable and necessary loss reduction and prevention programs, policies, and procedures to be followed by the members.
- d. To provide risk management and claim adjustment or to contract for such services, including the defense and settlement of such claims.
- e. To have an actuarial study which determines reserve adequacy, with a report being issued that is signed by a fellow of the Casualty Actuarial Society, done on an annual basis.
- f. To have an annual audit of CORSA's financial records done by a qualified independent certified public accountant.
- g. To carry out such other activities as are necessarily implied or required to carry out CORSA's purposes or the specific powers enumerated herein.

V. PROGRAM DESCRIPTION

For the term of this Agreement, CORSA intends to provide the coverages shown on Exhibit A by establishing, purchasing and maintaining:

- a. a Primary Loss Fund
- b. a Secondary Loss Fund
- c. Excess Insurance

The amounts necessary to fund the Primary Loss Fund, the Secondary Loss Fund, and the County Home Excess Liability Fund (if applicable) will be established annually by the CORSA Board of Directors, with the input of its insurance and actuarial advisors. The CORSA Board of Directors also intends to purchase Excess Insurance to provide a portion of the coverages shown on Exhibit A.

Notwithstanding the above, the Board may modify the program structure from time to time, as to any or all members, if it determines, in its discretion, that a modification is in the best interests of the program and the members. However, any such modification will not result in a decrease in the coverages listed in Exhibit A hereto and provided to the members, unless such coverages are no longer legally available or are no longer available at a reasonable cost.

VI. MEMBER'S CONTRIBUTIONS

The Member's share of the cost of funding, operating and maintaining the joint self-insurance pool shall consist of all the following:

- a. its Deductible for each loss;
- b. its annual Primary Loss Fund Contribution;
- c. its annual Secondary Loss Fund Contribution;
- d. its annual Insurance Costs; and
- e. its annual Administration Costs.

The Member understands that the cost components set forth in items a. through e., above, represent the methods chosen as of the date of this Agreement to cover the risks specified therein, and that, during the term of this Agreement, any or all of such methods may change (for example, an insurance policy may be replaced by a debt issuance). However, it is intended that the risks presently covered shall continue to be covered, whichever method is chosen, unless such coverage is no longer legally available or is no longer available at a reasonable cost.

The Member further understands that its share of the cost has been computed by CORSA's insurance and actuarial advisors based on various factors, and that its share may change in the future if relevant factors change. However, any changes in the Member's share shall not be computed or applied in a manner without an economic basis.

VII. LOSS FUND EQUITY

Subject to the provisions of Article X regarding the dissolution of CORSA, the Member's share of any Member equity in any expiring Program Year's Loss Fund will become an asset of CORSA, to be used and applied for the purposes of the program established by this Agreement as the Board directs.

The Board may from time to time make a determination as to the amount (if any) of Loss Fund equity which may be released to the Member. As to any Loss Fund equity so released, the Board may either distribute such amount in cash to the Member or apply such

amount as a credit against the Member's obligations under this Agreement. The decision to make any such distribution, the form of any such distribution (e.g. cash distribution or credit against the cost of the program), and the method of determining the Member's share of any such distribution will be in the sole discretion of the Board.

VIII. TERM OF AGREEMENT: WITHDRAWAL BY MEMBER

Subject to the provisions of this Article, this Agreement shall become effective as of the 1st day of May, 2024 and shall terminate as of the Termination Date.

The Member, at its option, may terminate this Agreement and withdraw from the joint self-insurance pool on any Anniversary Date, by delivering written notice of withdrawal to CORSA at least 120 days prior to such Anniversary Date, provided that upon withdrawal, all unpaid contributions of the Member required by Article VI of this Agreement, through the year expiring on the day preceding the Anniversary Date of withdrawal, shall immediately become due and payable.

If the Member withdraws prior to the Termination Date, it shall nevertheless remain liable for, and within 30 days of its receipt of an invoice from CORSA shall pay, all of its remaining Primary and Secondary Loss Fund Contributions through the Termination Date. Such Primary and Secondary Loss Fund Contributions for any remaining years following withdraw through the Termination Date are deemed to be in the same amount as the Member's Primary and Secondary Loss Fund Contributions for the year of the Member's withdrawal.

If the Member withdraws from CORSA, the Member's portion of any Loss Fund equity shall remain with and become the sole property of CORSA.

IX. EXPULSION

a. By a two-thirds (2/3) vote of the CORSA Board of Directors, the Member may be expelled. Such expulsion, which shall take effect sixty (60) days after such vote, may be carried out for one or more of the following reasons, to the extent such reasons are consistent with then-current Ohio statutes or regulations:

- (i) Failure to make any payment due to CORSA.
- (ii) Failure to undertake or continue loss reduction and prevention procedures adopted by CORSA.
- (iii) Failure to allow CORSA reasonable access to all facilities and records of the Member necessary for proper administration of CORSA.

(iv) Failure to fully cooperate with CORSA's attorneys, claims adjusters or other agent, employee or officer of CORSA.

(v) Failure to carry out any obligation of the Member which impairs the ability of CORSA to carry out its purpose or powers.

(vi) Any material breach of Member's obligations under this Agreement or other reason permitted by Ohio statute or regulation.

b. The Member may not be expelled except after notice from the Board of the alleged failure along with the reasonable opportunity of not less than thirty (30) days to cure the alleged failure. The Member may request a hearing before the Board before any final decision; such hearing shall be held within fifteen (15) days after the expiration of the time to cure has passed. The Board shall provide all members with written notice of the hearing date at least seven (7) days prior to the hearing date. At the hearing, the Member affected may present its case. A decision by the Board of Directors to expel the Member after notice and hearing and failure to cure the alleged defect shall be final and shall take effect sixty (60) days after the decision to expel is approved by the Board. After expulsion, the Member shall be liable for any unpaid contributions, including Primary and Secondary Loss Fund Contributions, or other charges pro rata to the effective date of expulsion, and shall not be entitled to reimbursement of contributions that are to be paid or that shall become payable in the future. The Member's portion of any Loss Fund equity shall remain with CORSA.

X. DISSOLUTION

Upon the final dissolution of CORSA any funds which remain, unencumbered, after all claims and all other CORSA obligations have been paid shall be distributed only to the entities which are members of CORSA immediately prior to its dissolution. If the Member is a member of CORSA immediately prior to its dissolution, the Member's share of such remaining funds shall be determined by multiplying the remaining funds by a fraction, the numerator of which is the total sum of Loss Fund Contributions paid by the Member pursuant to this Agreement and the denominator of which is the total sum of Loss Fund Contributions paid by all entities which are members of CORSA immediately prior to its dissolution.

XI. NO IMPLIED RIGHT TO CONTINUE AS MEMBER.

Nothing in this Agreement shall be construed to grant to the Member any right to continue as a Member of CORSA after the earliest of the Member's withdrawal pursuant to Article VIII of this Agreement, its expulsion pursuant to Article IX of this Agreement, or the Termination Date. CORSA reserves the right to decline to quote coverage to the Member for any subsequent term of this Agreement.

XII. NON-WAIVER OF GOVERNMENTAL OR OTHER IMMUNITY

All funds contained within the joint self-insurance pool plus earned interest are funds derived from its members which are counties, joint correctional facilities, or public authorities within the State of Ohio. It is the intent of the Member that, by entering into this Agreement, it does not waive and is not waiving any immunity provided to the Member or its employees by any law.

XIII. ANTI-DISCRIMINATION PROVISION

Per section 125.111(A) of the Ohio Revised Code, CORSA warrants and agrees to the following:

a. In the hiring of employees for the performance of work under this Agreement or any subcontract hereunder, neither CORSA or any subcontractor, by reason of race, color, religion, sex, age, disability or military status as defined in section 4112.01 of the Ohio Revised Code, national origin, or ancestry, shall discriminate against any citizen of the State of Ohio in the employment of a person qualified and available to perform the work to which such contract relates; and

b. None of CORSA, any subcontractor, or person acting on behalf of any such organization, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of work under the contract on account of race, color, religion, sex, age, disability, or military status as defined in section 4112.01 of the Ohio Revised Code, national origin, or ancestry.

XIV. MISCELLANEOUS

a. *Notices.* All notices, approvals, consents, requests and other communications hereunder shall be in writing and shall be deemed to have been given when delivered or mailed by first class mail or electronic mail, addressed as follows:

If to the Member:

Fairfield County Board of Commissioners
210 E. Main St., 3rd Floor
Lancaster, Ohio 43130

If to CORSA:

County Risk Sharing Authority, Inc.
209 E. State Street
Columbus OH 43215
Attn: John Brownlee
Email: jbrownlee@ccao.org

The Member and CORSA may, by notice given hereunder, designate any further or different addresses to which subsequent notices, approvals, consents, requests or other communications shall be sent or persons to whose attention the same shall be directed, but no such communication shall thereby be required to be sent to more than two addresses.

b. *Amendments, Changes and Modifications.* This Agreement may not be amended, changed, modified, altered or terminated except by an instrument in writing signed by the Member and CORSA.

c. *Severability.* In the event that any article, provision, clause or other part of this Agreement should be held invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability with respect to other articles, provisions or clauses.

d. *Governing Law.* This Agreement shall be deemed to be a contract made under the laws of the State of Ohio and for all purposes shall be governed by and construed in accordance with the laws of the State of Ohio.

e. *Electronic Signatures.* The parties hereby agree that this Agreement may be executed with electronic signatures, which shall be valid and binding as between the parties hereto.

IN WITNESS WHEREOF, the Member and CORSA have executed this Agreement as of the date first above written.

COUNTY RISK SHARING AUTHORITY, INC.

By:



Fairfield County Board of Commissioners

Commissioner

Commissioner

Commissioner

APPROVED AS TO FORM

Prosecuting Attorney

EXHIBIT A

SUMMARY OF COVERAGES

Please refer to binders, Memorandum of Coverage, cover notes, and Coverage Agreement on file for specific limits, terms, conditions, and exclusions.

I. LIABILITY

- A. General Liability**
- B. Law Enforcement Liability**
- C. Automobile Liability**
- D. Errors and Omissions Liability**
- E. Ohio Stop Gap Employer's Liability**
- F. Employee Benefits Liability**
- G. Attorney Disciplinary Proceedings**
- H. Declaratory, Injunctive, or Equitable Relief Defense Costs**

II. PRIVACY OR SECURITY LIABILITY

- A. Third Party Liability**
- B. Privacy Response Expenses**
- C. Regulatory Proceedings and Penalties**
- D. PCI-DSS Assessments**
- E. Electronic Equipment, Electronic Data and Network Interruption Costs**
- F. Cyber Extortion Coverage**

III. PROPERTY

- A. Direct Physical Loss or Damage**
- B. Collapse**
- C. Equipment Breakdown**
- D. Additional Coverages**

IV. TIME ELEMENT

V. CRIME

- A. Employee Dishonesty/Faithful Performance**
- B. Loss Inside Premises**
- C. Loss Outside Premises**
- D. Money Orders and Counterfeit Paper Currency**
- E. Depositors Forgery**
- F. Fund Transfer Fraud**
- G. Computer Fraud**
- H. Social Engineering Fraud**
- I. Dog Warden Blanket Bond**

Purchase Order

Carri L. Brown, PhD, MBA, CGFM

Fairfield County Auditor
210 East Main Street
Lancaster, Ohio 43130

Revisions: 001

Fiscal Year 2024

Page: 1 of 1

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

Purchase Order # **24000528 - 01**

Delivery must be made within doors of specified destination.

Expiration Date: 03/15/2025

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

**V
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CORSA
209 E STATE ST
COLUMBUS, OH 43215

**S
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P
T
O**

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

VENDOR PHONE NUMBER	VENDOR FAX NUMBER	REQUISITION NUMBER	DELIVERY REFERENCE	
614-220-7993		596		
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS	DEPARTMENT/LOCATION
01/01/2024	75360			COMMISSIONERS ADMIN
NOTES				

PO Requisitioner Name : Emylee Noel Gussler
E mail Address : emylee.gussler@fairfieldcountyohio.gov

ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	MODIFIED: PROPERTY/VEHICLE INSURANCE GL Account: 12100108 - 552015	1.0	EACH	\$608,188.00	\$608,188.00
GL SUMMARY					
	12100108 - 552015			\$608,188.00	

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

COUNTY AUDITOR'S CERTIFICATE

It is hereby certified that the amount \$608,188.00 required to meet the contract, agreement, obligation, payment or expenditure, for the above, has been lawfully appropriated, authorized or directed for such purpose and is in the County Treasury or in process of collection to the credit of the submitted Fund(s) free from any obligation or certification now outstanding.

Date: 01/01/2024

Carri L. Brown

Auditor Fairfield County, OH

Purchase Order Total \$608,188.00

04/09/2024

079

For Department Use ONLY

Prosecutor's Approval Page

Resolution No.

A resolution to approve a Participation Agreement between the County Risk Sharing Authority ("CORSA") and the Fairfield County Commissioners

(Fairfield County Commissioners)

Approved as to form on 4/5/2024 9:08:27 AM by Amy Brown-Thompson,



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

Signature Page

Resolution No. 2024-04.09.f

A Resolution to Approve a Participation Agreement between the County Risk Sharing Authority ("CORSA") and the Fairfield County Commissioners

(Fairfield County Commissioners)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A Resolution Authorizing the Purchase of a Modular Building by and between the Fairfield County Commissioners and the City of Lancaster Board of Park Commissioners, for a Total Cost of \$1.00

WHEREAS, the City of Lancaster Board of Park Commissioners are in possession of a modular building located at 701 Union St., Lancaster, OH 43130; and

WHEREAS, the Fairfield County Sheriff's Office is interested in procuring a modular building for training purposes which will benefit both the citizens of Lancaster and of Fairfield County; and

WHEREAS, there are two Certificates of Origin, but will be accepted as one fixed asset; and

WHEREAS, O.R.C. 307.15 permits the Board of Commissioners to enter into an agreement such as this.

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

Section 1. That this Board of Commissioners (Commissioners) resolves to and does hereby approve the purchase of a 70 ft. long, 30 ft. wide, and 15 ft tall, off-white modular located at 701 Union St., Lancaster, Ohio, for \$1.00, and as outlined in the purchase contract.

Section 2. That the terms and conditions of the contract state that the Fairfield County Commissioners agree to purchase the modular with no warranty, and that the Commissioners are responsible for all affiliated costs, fees, repairs, permits, clearances, and taxes associated with the purchase contract, and with the removal and transportation of the modular building.

Section 3. That the Commissioners authorize the County Administrator or acting County Administrator to sign the purchase contract for the modular building described in Section 1 above.

Prepared by: Rochelle Menningen

2024-04.09.g

A Resolution Authorizing the Purchase of a Modular Building by and between the Fairfield County Commissioners and the City of Lancaster Board of Park Commissioners, for a Total Cost of \$1.00

PURCHASE CONTRACT

THIS PURCHASE CONTRACT (the "Agreement") is made and entered onto the ____ day of _____, 2024, by and between the City of Lancaster, an Ohio municipal corporation, with offices located at 104 East Main Street, Lancaster, Ohio 43130 (the "City" or "Seller"), by and through the City of Lancaster Board of Park Commissioners ("Parks"), and the Fairfield County Commissioners, with offices located at 210 East Main Street, Room 301, Lancaster, Ohio 43130 (the "Commissioners" or "Buyer").

RECITALS

WHEREAS, Parks currently has in its possession a certain modular building (the "modular") located at 701 Union Street, Lancaster, Ohio, 43130, which is dilapidated and unfit for the Parks use; and

WHEREAS, the Fairfield County Sheriff's Office has expressed an interest in procuring the modular for training purposes; and

WHEREAS, the City and the Commissioners recognize that the usage of the modular by the Fairfield County Sheriff's Office for training purposes benefits both the citizens of Lancaster and of Fairfield County; and

WHEREAS, the Commissioners have the statutory authority to enter into such an agreement under Ohio Rev. Code 307.15; and

TERMS

NOW, THEREFORE, for adequate consideration, the sufficiency of which is hereby acknowledged, and intending to be legally bound, the City and Commissioners agree as follows:

1. **PROPERTY.** The modular to be purchased is located at 701 Union Street, Lancaster, Ohio, 43130, otherwise known as the Old General Sherman property. The modular is located on the eastern side of the property near Slocum Avenue. The modular is an off-white color and is approximately 70 ft. long, 30 ft. wide, and 15 ft. tall. The modular has doors on either side with staircases for access. The modular includes a certificate of origin from the manufacturer.
2. **WARRANTY.** The City hereby agrees to sell, and the Commissioners hereby agree to purchase, the modular in AS-IS condition. The City provides no warranties whatsoever, either express or implied.
3. **COSTS.** The Commissioners shall be responsible for any and all costs, fees, repairs, and/or taxes associated with this Agreement and its future use of the modular.
4. **NO WAIVER OF RIGHTS.** This Agreement does not in any way imply, transfer, or otherwise grant the Commissioners any property rights to the land located at 701 Union Street, Lancaster, Ohio, 43130, or any other City property. This Agreement only provides for the purchase of the modular and allows for Commissioner's brief right of entry onto City property for the purposes

of removal of the modular by the Commissioners.

5. **CONSIDERATION.** The consideration for the purchase will be as follows: \$1.00.
6. **POSSESSION.** The Commissioners will take full possession of the modular building. The Commissioners shall be responsible for any affiliated expenses for disconnecting utilities from the modular, preparing the modular for removal and/or, and transporting the modular, including obtaining any necessary permits or clearances as legally required.
7. **RESPONSIBILITY.** Each party to this Agreement shall be responsible for any negligent acts and/or negligent omissions committed by itself, its agents, and/or its employees. Each party shall be responsible to defend itself, its agents, and/or its employees and shall pay any judgments and costs arising out of such negligent acts and/or negligent omissions, and nothing in this Agreement shall impute or transfer any such responsibility from one party to the other party.
8. **OWNERSHIP.** After the execution of this Agreement, the Commissioners shall become the sole possessor of the modular.
9. **SEVERABILITY.** If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.
10. **BINDING EFFECT.** The covenants and conditions contained in the Agreement shall apply to and bind the parties and the heirs, legal representatives, successors and permitted assigns.
11. **GOVERNING LAW.** This Lease shall be governed by and construed in accordance with the laws of the State of Ohio.
12. **NOTICE.** Any notice required or otherwise given pursuant to this Agreement shall be in writing and shall be delivered as follows:

TO SELLER:

Steve Gayfield
Parks Superintendent
1507-E. Main St.
Lancaster, OH 43130
sgayfield@ci.lancaster.oh.us

TO BUYER:

Travis Strawn
Fairfield County Sheriff's Office
345 Lincoln Ave.
Lancaster, OH 43130
travis.strawn@fairfieldcountyohio.gov

Either Party may change such addresses providing timely notice to the other Party.

13. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the Parties and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Lease.

14. **ADDITIONAL TERMS & CONDITIONS.** Nothing in this Agreement shall serve to create any type of agency, employment, or partnership between the parties.

IN WITNESS WHEREOF, the City and Commissioners have caused this Agreement to be executed as of the day and year first above written.

FOR CITY:


FOR COUNTY:



Carrie Woody
Service-Safety Director
City of Lancaster, Ohio

Aundrea Cordle
Fairfield County Administrator

Approved as to form:



Mitchell R. Harden (0095629)
Assistant Law Director
City of Lancaster, Ohio

Amy L. Brown-Thompson (0070511)
Assistant Prosecuting Attorney
Fairfield County Prosecutor's Office

Prosecutor's Approval Page

Resolution No.

A Resolution Authorizing the Purchase of a Modular Building by and between the Fairfield County Commissioners and the City of Lancaster Board of Park Commissioners, for a Total Cost of \$1.00

(Fairfield County Commissioners)

Approved as to form on 4/5/2024 5:28:37 PM by Amy Brown-Thompson,



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

Signature Page

Resolution No. 2024-04.09.g

A Resolution Authorizing the Purchase of a Modular Building by and between the Fairfield County Commissioners and the City of Lancaster Board of Park Commissioners, for a Total Cost of \$1.00

(Fairfield County Commissioners)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution to approve loan documents to fund Beer Geeks, LLC as a Fairfield County CARES ACT EDA Revolving Loan Fund project.

WHEREAS, an Economic Development Administration Revolving Loan Fund CARES ACT Recovery Assistance (EDA-CARES RLF) program has been established by the Fairfield County Board of Commissioners for the purpose of creating a separate revolving loan fund to respond to economic impacts resulting from the Coronavirus Pandemic national emergency declaration on March 1st, 2020 pursuant to Resolution 2020-09.29.g; and

WHEREAS, said EDA-CARES RLF program has been established in accordance with the requirements of the U.S. Department of Commerce, Economic Development Administration; and

WHEREAS, a Loan Review Committee has been established as part of the Fairfield County Revolving Loan Fund plan, adopted by the Fairfield County Board of Commissioners, Resolution 91-06.18.k, and amended pursuant to Resolution 05-07.19.f; and

WHEREAS, the Loan Review Committee met on March 5, 2024 to review an application for financial assistance submitted by Beer Geeks, LLC, through the EDA-RLF program; and

WHEREAS, the Loan Review Committee voted to recommend the attached loan application for approval to the Fairfield County Board of Commissioners; and

WHEREAS, the loan was approved by the Fairfield County Board of Commissioners, Resolution 2024-03.12.m.

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

Section 1. that the Fairfield County Prosecutor and the Fairfield County Commissioners affirm, accept, and approve the attached loan documents for Beer Geeks, LLC requesting \$40,000.00 in Revolving Loan Fund financing for equipment.

Prepared by: Angel Conrad
cc: Economic and Workforce Development

Fairfield County Revolving Loan Fund Application

I. Eligibility

The following questions are designed to help determine if the project/loan application meets the guidelines established by the governmental agencies, such as the Economic Development Administration (EDA) and the Ohio Development Services Agency, that have provided the funding to establish the Fairfield County Revolving Loan Fund. There are two separate funds that the Fairfield County Economic Development Department administers for the Revolving Loan Fund. The Economic Development Administration (EDA) fund can be used anywhere within the county but the Ohio Development Services Agency cannot be used within the boundaries of the City of Lancaster since it already receives Community Development Block Grant (CDBG) money. Additionally, if the applicant is awarded funds from the CDBG they will be required to make a concerted effort to collect additional data from job applicants and hire low – moderate income individuals. Depending on account balances, project location and other factors, the Fairfield County Economic Development Department will choose whether EDA or CDBG funds are best suited for the applicant. The Fairfield County Economic Development Department retains the final authority in determining which loan fund the recipient will receive a disbursement from and the final authority in determining eligibility.

1. Is the business organized as a private, for-profit entity?
 - a. Yes
 - b. No (project may be ineligible, please contact Economic Development)
2. Will the business be located in Fairfield County?
 - a. Yes
 - b. No (project may be ineligible, please contact Economic Development)
3. If the business already exists does it employ less than 200 people?
 - a. Yes
 - b. No (project may be ineligible, please contact Economic Development)
 - c. N/A business does not currently exist
4. Is the loan to be used for an intra-family transaction, i.e. buying out another family member?
 - a. Yes (project may be ineligible, please contact Economic Development)
 - b. No
5. Is the applicant(s) contributing at least 5% of the total project cost in cash or equity or 10% if it's a new business?
 - a. Yes
 - b. No (project may be ineligible, please contact Economic Development)
6. For every \$25,000 borrowed (\$1 – \$25,000) one full-time equivalent job must be created or retained within two years. A full-time equivalent job is defined as an employee that works at least 35 hours per week or a group of employees who combine to work at least 35 hours per week. Does the business seeking funding create/retain at least one full-time equivalent job for every \$25,000 borrowed?
 - a. Yes
 - b. No (project may be ineligible, please contact Economic Development)

7. Is applicant/business current on all tax liabilities?
- a. Yes
 - b. No (project may be ineligible, please contact Economic Development)
8. Does the business have, or commit to creating, an equal opportunity policy?
- a. Yes
 - b. No (project may be ineligible, please contact Economic Development)

II. Applicant Information

List personal information for individuals who own 20% of more of the business seeking to borrow funds from one of the revolving loan funds. Copy and use additional pages from this document if necessary.

Applicant Name	Zachary Williams
Applicant E-Mail	Zac@double-edge.beer
Applicant Phone	(614) 940-2500
Applicant Personal Residence Address	1252 Ashwood Ct. Lancaster, OH 43130
Business Title (CEO, etc.)	Managing Member
Percent Ownership	50%

1. Does the applicant(s) have experience owning a business?

- a. Yes
- b. No

i. If so, how many years of experience? 6

- ii. Describe the business previously owned:

Currently operating Double Edge Brewing Co
for the past 6 years.

2. Does the applicant(s) possess industry experience related to this business venture?
- a. Yes
If so, how many years of experience? 6
- b. No
3. Does the applicant(s) have formal or specialized training that will increase the likelihood of this venture's success?
- a. Yes, describe: Formal Brewing education + experience
- b. No
4. Has the applicant(s) ever filed for bankruptcy?
- a. Yes
If yes, please provide additional information:

- b. No
5. Is the applicant(s) up-to-date on all other loans and obligations, both business and personal, including taxes and child support?
- a. Yes
 b. No
If no, please provide additional information:

6. If the applicant(s) were to be funded would the business qualify as a:
- a. Women owned business
b. Minority owned business
c. Low-moderate income individual owned business
 d. None of the above

III. Business Information

Business Name	Beer Geeks, LLC DBA. Double Edge Brewing Co.
Business Address	156 158 West Chestnut St. Lancaster, OH 43130
Business Phone	(740) 277-7465
Structure – LLC, LP, LLP, etc.	LLC

9. Is the business reusing/redeveloping currently vacant/blighted space?

- a. Yes - reuse/redevelop
- b. No - new build

10. Is the business a start-up (less than 2 years old)?

- a. Yes
- b. No

Jobs to be created: with few exceptions, projects involving Fairfield County Revolving Loan Fund dollars must create net new full-time equivalent jobs within two years or retain jobs within the county. Please indicate the number of full-time and part-time positions that will be created and what those positions are.

	Full-Time Positions	Part-Time Positions	Description of Positions and estimated wages
Current Employment	3	5	FT: \$60K/yr, \$22.50/hr, \$15/hr PT: Server wages ranging from \$9-\$12/hr
Year 1	3	5	
Year 2	3	7	Additional PT brewery help + server.
Retained Jobs:	3	5+2	

IV. Loan Information

Depending on account balances, project location and other factors, the Fairfield County Economic Development Department may choose to use EDA or CDBG funds for all applications. Terms reflected are the maximum allowable and the review committee may offer terms other than those reflected here.

	Bank Finance	Owner Finance	Other _____	RLF Loan Finance	RLF Max Term
Land	\$	\$	\$	\$	EDA – 20 year
Building Acquisition	\$	\$	\$	\$	EDA – 20 year
Building Construction	\$	\$	\$	\$	EDA – 20 year
Building Renovation	\$	\$	\$	\$	EDA – 20 year
Machinery & Equipment	\$	\$ 3,000	\$	\$ 40,000	EDA – 10 year
Furniture & Fixtures	\$	\$	\$	\$	EDA – 10 year
Working Capital	\$	\$	\$	\$	EDA – 5 year
TOTAL	\$	\$ 3,000 (min of 5% current business; 10% for start up)	\$	\$ 40,000	

1. If applying for financing for machinery and equipment what is the useful life of the asset(s)?

1. American Canning AT1 -10+ years
2. _____
3. _____
4. _____

2. All loans must be secured with some sort of collateral, such as a lien on personal property or business assets. Describe what is being put up for collateral below. Additionally, define what position the RLF would have on the asset. For example, if putting up your home but you have a mortgage (1st position) and you are also using it as collateral for the bank business loan (2nd position) and would like to also use it as collateral for the RLF, the RLF would be 3rd position. Work with your banker to determine which position the RLF would fall in or call the Economic Development Department with questions.

The cannery equipment itself.

3. Are you requesting an interest-only payment until the business is operational?
a. Yes

Anticipated date of business opening: _____

b. No

Note: All projects must be completed within 12 months of cash disbursement

V. Additional Loan Requirements

Please initial on the following lines to demonstrate that you understand the following conditions of the loan should your application be approved by the review committee. This is not intended to be an exhaustive or all-encompassing list and other terms and conditions may be present in the final loan documentation:

1. Loan recipients are required to meet with staff members of the Economic Development Department annually and demonstrate that they have met, or are working towards, employment targets. Financial, tax records, worker compensation, payroll and other information that support this may be required for verification of this information. Initials: BW
2. To ensure that public resources are being used effectively, and to mitigate risk of the loan, the applicant may be required to submit financial and other information to the Economic Development Department with appropriate notice. Alternatively, the staff may request that the primary lender share information on the status of the loan with the RLF. Initials: BW
3. The Economic Development Department may require the applicant to meet with staff before presenting the loan application to the review committee. Initials: BW
4. The applicant agrees to pay for the costs of filing all mortgages and liens. Initials: BW
5. The applicant may be required to obtain key man life insurance and agrees to comply with this requirement and keep an active policy throughout the life of the loan. Initials: _____

6. The applicant certifies that to the best of their knowledge they are not related by blood, marriage, law or business arrangement to any member of the Revolving Loan Review Committee or the Fairfield County Commissioners or their staff or that they will disclose this information should any of these relationships exist. Initials: *JW*

While a majority of the funds available for disbursement are from the Economic Development Administration a sizable amount of the loan fund is provided by the State of Ohio's Community Development Block Grant program (CDBG). In addition to the requirements discussed elsewhere CDBG projects are required to furnish supplemental information including:

1. If working capital is included in the loan the applicant will provide a monthly status update to staff (CDBG). Initials: *JW*
2. In the event that an environmental review, archeological/historic review, UCC filing, FEMA flood insurance, etc. are required for disbursement of the loan (CDBG) the borrower will pay for all costs associated with the environmental review. Initials: *JW*
3. In the event that the loan is approved for a CDBG loan the applicant agrees that 51% of the jobs will be made available to low and moderate income individuals. Further the applicant agrees to keep a file of verification of this information or consider referrals from Job and Family Services for employees. The Economic Development Department will provide the necessary training and forms for compliance. Initials: *JW*

CERTIFICATION; I/We certify:

(a) All information in this application and the exhibits is true and complete to the best of my/our knowledge and is submitted to the Revolving Loan Fund Committee in order that the Revolving Loan Fund Committee may decide whether to grant a loan or to participate with a lending institution in a loan for my/our proposed project.

(b) I/We give assurance that I/we will comply with Sections 112 and 113 of Volume 13 of the Code of Federal Regulations. These code sections prohibit discrimination on the grounds of race, color, sex, religion, marital status, handicap, age or national origin by recipients of federal financial assistance and require appropriate reports and access to books and records. These requirements are applicable to anyone who buys or takes control of the business. I/We realize that if I/we do not comply with these non-discrimination requirements, the Revolving Loan Fund Committee can call, terminate or accelerate repayment of the loan.

Authority to Collect Personal Information: This information is provided pursuant to Public Law 93-579 Privacy Act of 1974). Effect of Non-disclosure: Omission of an item means your application may not receive full consideration.

I/We authorize disclosure of all information submitted in connection with this application to the Revolving Loan Fund Committee and its consultants. I/We understand that all information may be subjected to public review under Public Disclosure Laws.

As consideration for any Management and Technical assistance which may be provided,

I/we waive all claims against the Revolving Loan Fund Committee and its consultants.



Signature

2/5/2024
Date

Zachary S. Williams
Printed Name

Beer Geeks, LLC (Managing Member)
Company Name/Officer Name/Title

2/5/2024
Date

Application Checklist

- ✓ Completed application.
- ✓ Letter from primary lender (the bank) stating why they are unable to fully fund the project's loan; the Revolving Loan Fund will not be used to compete with traditional lenders.
- ✓ Application fee of \$250 made payable to Fairfield County Commissioners (checks will not be cashed unless the Committee approves the loan).
- ✓ Personal guarantee of borrower if they will/do own more than 20% of the company.
- ✓ 3 years of tax returns (business).
- ✓ 3 years of tax returns (personal)
- ✓ 3 years of business financial statements (balance sheet/income statement).
- ✓ Current business financial statement.
- ✓ Schedule of existing business loans.
- ✓ Corporate resolution/articles of incorporation.
- ✓ Lease or purchase commitment.
- ✓ Personal financial statement.
- ✓ Projected financial statement and monthly cash flow analysis (if start up).
- ✓ Copy of business plan.
- ✓ Resume of company owners/managers.
- ✓ Description of employment practices and other civil rights information, such as equal opportunity statement, if applicable.

All applications are due on the 1st Tuesday of the month to give staff enough time to review documentation. Requests will be heard by the RLF Loan Review Committee in person mid-month. Not all aspects of this checklist will apply to every loan. It is intended to serve as general guidance to the borrower. We are always available to take your calls and answer your questions. Feel free to contact Rick Szabrak, Economic Development Director, at rick.szabrak@fairfieldcountyoio.gov or 740-652-7160.



BOARD OF COMMISSIONERS

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

County Administrator
Aundrea N. Cordle

Deputy County Administrator
Jeffrey D. Porter

Clerk
Rochelle Menningen

RLF LOAN AGREEMENT – Page 1

Borrower: Beer Geeks, LLC

Approved Loan Amount: \$40,000

Fund Source: Fairfield County Revolving Loan Fund -EDA

Prepared: April 2, 2024

THIS AGREEMENT is entered into by and between The Board of Fairfield County Commissioners, a political subdivision of the State of Ohio, with primary offices located at 210 E. Main St. Suite 407, Lancaster, Ohio 43130 (hereinafter called "County") and Beer Geeks, LLC, organized under the laws of the State of Ohio, with its primary offices located at 156-158 West Chestnut St. Lancaster, OH 43130 (hereinafter called "Borrower"), as participating parties in the Fairfield County Revolving Loan Fund. *In consideration of the loan (as herein defined), Borrower, as a participating party, and in consideration of County making the loan specified in this Agreement, covenants and agrees to the following commitments to be performed by the participating party:*

Section 1

- 1.1 Borrower, as a participating party, shall use funds for the purchase of canning equipment as described in the RLF Loan Application Summary (Exhibit A), attached hereto and incorporated by reference as if fully set forth herein to be used by Borrower. The County will loan to the Borrower the sum of forty thousand dollars (\$40,000.00) upon the terms and conditions of this Agreement.
- 1.2 The Borrower understands that the purpose of the Fairfield County Revolving Loan Fund is to support business activities for which credit may not otherwise be available.
- 1.3 The County reserves the right to recall the loan if this Agreement outlining the terms and conditions of the loan and/or the Fairfield County Revolving Loan Fund Plan are violated.



BOARD OF COMMISSIONERS

Commissioners:

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

County Administrator
Aundrea N. Cordle

Deputy County Administrator
Jeffrey D. Porter

Clerk
Rochelle Menningen

RLF LOAN AGREEMENT – Page 2

Borrower: Beer Geeks, LLC

Approved Loan Amount: \$40,000

Fund Source: Fairfield County Revolving Loan Fund - EDA

Prepared: April 2, 2024

Section 2 – Loan to Borrower by County

2.1 The County shall loan to Borrower the sum of forty thousand dollars (\$40,000.00). The total sum of forty thousand dollars (\$40,000.00) shall be used by the Borrower to purchase equipment as described in Exhibit A.

2.2 The loan shall be evidenced by a Promissory Note, and the terms and conditions of the loan shall be consistent with the following:

- (a) Disbursement shall be through direct payment to Company.
- (b) Interest Rate. The Promissory Note shall provide for interest at the rate of 4.25 percent (%) per annum on the amount disbursed.
- (c) Payments. The first payment under this Loan Agreement will be due on June 1, 2024 and the Borrower shall commence making monthly installment payments of principal and interest in accordance with an amortization schedule calculated to amortize the principal balance of the loan. A \$40,000 promissory note will be executed for a ten (10) year term for the purposes of purchasing equipment. These monthly payments of principal and interest shall continue so that the remaining principal balance shall be paid at the end of the loan term as described in the amortization schedule.
- (d) All loan payments shall be due and payable on the first of the month, with a grace period of fifteen (15) days. Any payments not received within the grace period shall be imposed a late fee of two percent (2%) of the monthly loan payment amount.
- (e) Prepayment of the loan may occur at any time without penalty.



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

County Administrator
Aundrea N. Cordle

Deputy County Administrator
Jeffrey D. Porter

Clerk
Rochelle Menningen

RLF LOAN AGREEMENT – Page 3

Borrower: Beer Geeks, LLC
Approved Loan Amount: \$40,000
Fund Source: Fairfield County Revolving Loan Fund - EDA
Prepared: April 2, 2024

Section 2 – Loan to Borrower by County (Continued)

2.3 The Borrower may be asked to execute and deliver a Personal Guarantee in favor of the County, to repay credit issued. In case of a default, the unpaid principal and interest balance shall become immediately due and payable.

Section 3 – Loan Acknowledgement

- 3.1 Borrower acknowledges that the Loan is a Fairfield County Revolving Loan Fund loan which is being offered by the County to support business activities for which credit is not otherwise available on terms and conditions which would permit completion and/or the successful operation or accomplishment of the specific business activity for which the loan is being offered.
- 3.2 As an inducement to County to make this Loan, Borrower will create or retain a minimum of one (1) full-time equivalent position, which is defined as a job with at least thirty-five (35) payable hours per week, per twenty-five thousand dollars (\$25,000.00) of RLF funds (“Borrower’s Job Obligations”).
- 3.3 Borrower shall comply with all laws regarding non-discrimination and equal employment opportunity and follow all regulations for the Fairfield County Revolving Loan Fund.
- 3.4 Borrower shall cause these positions to be created or retained and staffed on or by twenty-four (24) months after the date the final disbursement of the Loan Funds has been made and shall thereafter keep these jobs filled while this Loan is outstanding.
- 3.5 If the holder of any such position resigns or is terminated for cause, such position shall be considered filled, provided Borrower is diligently pursuing a new employee for such position (which pursuit shall at a minimum include posting the job with OhioMeansJobs) and does not decline to hire a reasonably qualified applicant.
- 3.6 Borrower shall report annually to County on the status of its compliance with its Job Obligations.



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

County Administrator
Aundrea N. Cordle

Deputy County Administrator
Jeffrey D. Porter

Clerk
Rochelle Menningen

RLF LOAN AGREEMENT – Page 4

Borrower: Beer Geeks, LLC
Approved Loan Amount: \$40,000
Fund Source: Fairfield County Revolving Loan Fund - EDA
Prepared: April 2, 2024

Section 3 – Loan Acknowledgement (Continued)

- 3.7 Borrower represents and warrants that Borrower has obtained all federal, state, and local government approvals and reviews required by law to be obtained by Borrower for this project, and that Borrower will comply will all applicable federal and state regulations.
- 3.8 Borrower shall use the Fairfield County Revolving Loan Fund in compliance with federal, state, and local government laws, rules, and regulations.
- 3.9 The loan to the Borrower may become immediately due and payable to the County if the economic activity is moved outside the eligible lending area, Fairfield County, Ohio.
- 3.10 Borrower has disclosed to Lender any other federal funding sources that Borrower has applied for or received for purposes related to the EDA Loan Purpose, certifies that no EDA Loan proceeds will be used to fund expenses for which Borrower has received other federal funding, and acknowledges that should Lender determine that Borrower has received federal funding from multiple sources for identical expenses, Lender shall demand immediate repayment of the portion of the EDA Loan allocable to those expenses and may take any other action against Borrower permitted by the Loan Agreement and Related Documents, the EDA loan program, and applicable law.

Section 4 – Other Covenants and Warranties

4.1 Accuracy of Submissions. All documents and information submitted by the Borrower or the Guarantors to the County were, as of the date of submission, and now remain true, complete, and correct in all material respects. All financial statements submitted to the County in connection with the Loan are correct and complete and fairly present the financial condition of the Borrower or the Guarantor(s), as the case may be, as of the date or for the period therein stated; and there are no material contingent liabilities or obligations which are not duly noted therein.



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

County Administrator
Aundrea N. Cordle

Deputy County Administrator
Jeffrey D. Porter

Clerk
Rochelle Menningen

RLF LOAN AGREEMENT – Page 5

Borrower: Beer Geeks, LLC

Approved Loan Amount: \$40,000

Fund Source: Fairfield County Revolving Loan Fund - EDA

Prepared: April 2, 2024

Section 4 – Other Covenants and Warranties (continued)

- 4.2 No Material Change. There has occurred no material change in the business, properties or condition, financial or otherwise, of the Borrower or the Guarantors since the date of their financial statements submitted to the County.
- 4.3 Taxes. All taxes and assessments due and payable by the Borrower and the Guarantor(s) have been paid or are being contested in good faith by appropriate proceedings and the Borrower have filed all tax returns which are required to be filed by any laws applicable thereto.
- 4.4 Good Standing. The Borrower and all Guarantors are duly organized, validly existing and in good standing under the laws of their respective states of organization and have the power and authority to own their property and to carry on their business in each jurisdiction in which they do business.
- 4.5 Authority and Compliance. The Borrower and each Guarantor have full power and authority to execute and deliver the Loan Documents to which each is a party and to incur and perform the obligations provided for therein, all of which have been duly authorized by all proper and necessary action of the appropriate governing body of Borrower and each such Guarantor. No consent or approval of any public authority or other third party is required as a condition to the validity of any Loan Document, and the Borrower, and each Guarantor is in material compliance with all laws and regulatory requirements to which each is subject except where failure to comply would not have a material adverse effect on the affairs and property of the Borrower or such Guarantor.



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

County Administrator
Aundrea N. Cordle

Deputy County Administrator
Jeffrey D. Porter

Clerk
Rochelle Menningen

RLF LOAN AGREEMENT – Page 6

Borrower: Beer Geeks, LLC

Approved Loan Amount: \$40,000

Fund Source: Fairfield County Revolving Loan Fund - EDA

Prepared: April 2, 2024

Section 4 – Other Covenants and Warranties (Continued)

- 4.6 Binding Agreement. This Loan Agreement and the other Loan Documents executed by the Borrower and each Guarantor constitute valid and legally binding obligations of the Borrower and each Guarantor enforceable in accordance with their respective terms, except as enforceability may be limited by: (1) applicable Bankruptcy, reorganization, insolvency, moratorium or other similar laws affecting the enforceability of creditors' rights generally; (2) the effect of applicable fraudulent conveyance and/or transfer laws, both state and federal; (3) general principles of equity (regardless of whether considered in a proceeding in equity or law) including, without limitation, the possible unavailability of specific performance, injunctive relief or any other equitable remedy; and (4) concepts of materiality, reasonableness, good faith and fair dealing.
- 4.7 Litigation. There is no proceeding involving the Borrower or any Guarantor pending or, to the knowledge of the Borrower, threatened before any court or governmental authority, agency or arbitration authority, except as disclosed to the County in writing and acknowledged by the County prior to the date of this Loan Agreement.
- 4.8 No Conflicting Agreements. There is no charter, bylaw, stock provision, or other document pertaining to the organization, power or authority of the Borrower or any Guarantor, and no provision of any existing agreement, mortgage, indenture or contract binding on the Borrower or any Guarantor, or affecting its or their property which would conflict with or in any way prevent the execution, delivery or carrying out the term of this Loan Agreement and the other Loan Documents.
- 4.9 Payment or Performance of Obligations. The Borrower defaults in the prompt payment (within any grace period allowed by the Note) or performance of any obligations under the Notes (after the expiration of any applicable notice and right to cure period contained in the Note), this Loan Agreement or any instrument or document securing the Loan; or in the prompt payment or performance when due of any other indebtedness, liabilities, or obligations to the County, whether now existing or here-after created or arising, direct or indirect, absolute or contingent; or there shall occur an event which, under the terms of the Notes or any instrument or document securing the Loan, would permit the County to accelerate the maturity of the Loan.



BOARD OF COMMISSIONERS

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

County Administrator
Aundrea N. Cordle

Deputy County Administrator
Jeffrey D. Porter

Clerk
Rochelle Menningen

RLF LOAN AGREEMENT – Page 7

Borrower: Beer Geeks, LLC

Approved Loan Amount: \$40,000

Fund Source: Fairfield County Revolving Loan Fund - EDA

Prepared: April 2, 2024

Section 5 – Reporting and Evaluation

5.1 Borrower, as a participating party, shall submit to the county, when so requested, copies of year-end Financial Statements, as applicable, and Federal Tax Returns, to be reviewed as part of the annual evaluation of the loan.

Section 6 – Miscellaneous

- 6.1 This Agreement is subject to Section 319 of Public Law 101-121, which added Section 1352, regarding lobbying restrictions, to Chapter 13 or Title 31 of the United States Code. The new section is explained in the common rule, 15 CFR Part 28 (55FR 6736-6748, 2/26/90). Each bidder/applicant/recipient of this contract, subcontract, or sub-grant and sub-recipients are generally prohibited from using Federal funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with this award.
- 6.2 Amendments. The provisions of this Loan Agreement, the Promissory Note or any instrument or document executed pursuant hereto or securing the indebtedness may be amended or modified only by an instrument in writing signed by the parties hereto.
- 6.3 Borrower certifies that any representation or warranty made by the Borrower herein, or in any report, certificate, financial statement, or other writing furnished in connection with or pursuant to the Loan Agreement is accurate, complete, and correct.
- 6.4 Borrower, as a participating party agrees that any duty authorized representative of the County shall, at all reasonable times and with prior notice and due regard to safety considerations, have access to any portion of the project in which they are involved; and the period of such right to access shall be until Borrower closes out the loan.
- 6.5 The loan is subject to compliance with the Fairfield County Revolving Loan Fund Plan, which is available to Borrower upon request.



BOARD OF COMMISSIONERS

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

County Administrator
Aundrea N. Cordle

Deputy County Administrator
Jeffrey D. Porter

Clerk
Rochelle Menningen

RLF LOAN AGREEMENT – Page 8

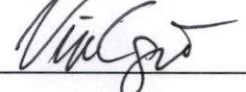
Borrower: Beer Geeks, LLC
Approved Loan Amount: \$40,000
Fund Source: Fairfield County Revolving Loan Fund - EDA
Prepared: April 2, 2024

Section 7 – Certification

Except as otherwise prohibited herein, the terms of the Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties.

This Agreement is hereby executed and delivered by the parties hereto on the dates set forth below by their respective signatures, as follows:

WITNESS OR ATTEST:



Borrower



Zachary Williams, Owner
Beer Geeks, LLC



Mark Jinkens, Owner
Beer Geeks, LLC

Approved as to form by the
Fairfield County Prosecutor's Office

Fairfield County, Ohio

Fairfield County Board of Commissioners

Date: _____

ATTACHMENTS:
Exhibit A



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

County Administrator
Aundrea N. Cordle

Deputy County Administrator
Jeffrey D. Porter

Clerk
Rochelle Menningen

RLF PROMISSORY NOTE – Page 1

Borrower: Beer Geeks, LLC
Approved Loan Amount: \$40,000.00
Fund Source: Fairfield County Revolving Loan Fund - EDA
Prepared: April 2, 2024

FOR VALUE RECEIVED, the undersigned **Zachary Williams, Owner, and Beer Geeks, LLC**, a corporation organized under the laws of the State of Ohio, (collectively known as the “Borrower”) hereby **jointly and severally** promise to pay to the order of Fairfield County, Ohio, a political subdivision of the State of Ohio, duly authorized and validly existing under and by virtue of the laws thereof, (hereinafter called “Lender”), the principal sum forty thousand dollars (\$40,000), together with interest as hereinafter provided. The proceeds from the loan represented by this Promissory Note shall be applied only to provide canning equipment, (hereinafter called the “Project”). This is the Promissory Note referenced in that certain loan agreement of even date by and between the Fairfield County Board of Commissioners, a political subdivision of the State of Ohio, with primary offices located at 210 E. Main Street STE. 407, Lancaster, Ohio 43130, and Beer Geeks, LLC, a corporation under the laws of the State of Ohio, with its primary offices located at 156-158 West Chestnut St. Lancaster, OH 43130 (hereinafter called "Borrower"), as participating parties in the Fairfield County Revolving Loan Fund (“Loan Agreement”).

SECTION I. INTEREST

1. Interest. Interest on the proceeds of this promissory note shall be paid at the rate of 4.25 percent (%) per annum on the amount disbursed. Proceeds of the loan shall be disbursed in accordance with the terms and conditions set forth in the Loan Agreement. Interest shall commence accruing on the date of the closing of the loan.
2. Prepayment. Prepayment of this Note may occur at any time without penalty.



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

County Administrator
Aundrea N. Cordle

Deputy County Administrator
Jeffrey D. Porter

Clerk
Rochelle Menningen

RLF PROMISSORY NOTE – Page 2

Borrower: Beer Geeks, LLC
Approved Loan Amount: \$40,000.00
Fund Source: Fairfield County Revolving Loan Fund - EDA
Prepared: April 2, 2024

SECTION II. REPAYMENT

The principal disbursed and interest shall be paid as follows:

1. Payments. The first payment under this Promissory Note shall be due on June 1, 2024 and shall include principal and interest from the date of loan closing. The Borrower(s) shall commence making monthly payments in accordance with an amortization schedule attached to the loan agreement and to this Promissory Note, a copy of which amortization table is attached hereto and incorporated herein. For the 120-month term of the loan, the borrower shall repay principal and interest monthly as set forth in said amortization schedule. All monthly payments shall be due on the first day of each month following June 1, 2024. Monthly payments of principal and interest shall continue so that the remaining balance of principal and interest shall be paid in full no later than June 1, 2034.

3. Upon Sale or Refinancing. The entire balance of the outstanding principal of this loan and all accrued unpaid interest thereon shall become immediately due and payable upon the bankruptcy, reorganization, syndication, dissolution, or liquidation of Borrower, at 156-158 West Chestnut St. Lancaster, OH 43130.

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

County Administrator
Aundrea N. Cordle

Deputy County Administrator
Jeffrey D. Porter

Clerk
Rochelle Menningen

RLF PROMISSORY NOTE – Page 3

Borrower: Beer Geeks, LLC

Approved Loan Amount: \$40,000.00

Fund Source: Fairfield County Revolving Loan Fund - EDA

Prepared: April 2, 2024

1. Personal Guarantee and real property collateral. This Promissory Note may be secured by the personal guarantee of **Zachary Williams**, individually, and/or by an executed mortgage against real property owned by Beer Geeks, LLC.
2. Default. Upon default in the payment of (1) any installment of principal or interest when the same is due hereunder, or upon (2) a failure to perform any of the covenants or conditions contained in this Note, the Loan Agreement, or any other document signed by one or more of the Borrowers to secure the payment of the amounts due hereunder, and if such failure continues for fourteen (14) days after written notice of such default from the Lender to the Borrowers, then the entire principal hereof then remaining unpaid, together with all accrued interest, shall, at the option of the Lender, become immediately due and payable without any notice or demand.

SECTION III. LIABILITY

The Borrower and **Zachary Williams, Owner**, jointly and severally agree to defend, indemnify, protect, and hold harmless both the United States Federal government and Fairfield County, Ohio and all of its officers, agents, and employees (collectively “the County”) from and against any and all liabilities that the Federal government or the County may incur as a result of providing an RLF Loan Award to assist directly in the Project as well as any direct or indirect activities associated with the Project. These protections apply to the extent that the Federal government or the County may become potentially liable caused by operations of the RLF Recipient or any of its borrowers, predecessors, or successors.

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

County Administrator
Aundrea N. Cordle

Deputy County Administrator
Jeffrey D. Porter

Clerk
Rochelle Menningen

RLF PROMISSORY NOTE – Page 4

Borrower: Beer Geeks, LLC
Approved Loan Amount: \$40,000.00
Fund Source: Fairfield County Revolving Loan Fund - EDA
Prepared: April 2, 2024

SECTION IV. CERTIFICATION

The undersigned and the endorsers, guarantors and sureties of this note and each of them hereby irrevocably authorize any attorney-at-law to appear in any court of record in this state or in any other state in the united states after any installment of principal or interest hereunder becomes due and remains unpaid after notice and any applicable grace period, and waive the issuing and service of process and confess a judgement against us and each of us in favor of the holder hereof for the amount of said note, together with the costs for suit and thereupon to release all errors and waive all rights of appeal.

All persons now or hereafter liable for the payment of the principal or interest due on this Promissory Note, or any part thereof, do hereby expressly waive presentment for payment, notice of dishonor, protest and notice of protest, and agree that the time for the payment or payments of any part of the Note may be extended without releasing or otherwise affecting their liability on the Note, or their obligations under the lien securing this Note.

This Promissory Note is prepared and executed in Fairfield County, Ohio.

WARNING – By signing this promissory note, you give up your right to notice and court trial. If you do not pay on time, a court judgement may be taken against you without your prior knowledge and the powers of a court can be used to collect from you regardless of any claims you may have against the creditor whether for returned goods, faulty goods, failure on its part to comply with the agreement, or any other cause.



B O A R D O F C O M M I S S I O N E R S

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

County Administrator
Aundrea N. Cordle

Deputy County Administrator
Jeffrey D. Porter

Clerk
Rochelle Menningen

RLF PROMISSORY NOTE – Page 5

Borrower: Beer Geeks, LLC
Approved Loan Amount: \$40,000.00
Fund Source: Fairfield County Revolving Loan Fund - EDA
Prepared: April 2, 2024

Beer Geeks, LLC

Zachary Williams, Owner

Approved as to form by the
Fairfield County Prosecutor’s Office

**ATTACHMENT:
AMORITIZATION SCHEDULE**



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

County Administrator
Aundrea N. Cordle

Deputy County Administrator
Jeffrey D. Porter

Clerk
Rochelle Menningen

RLF PROMISSORY NOTE – Page 1

Borrower: Beer Geeks, LLC
Approved Loan Amount: \$40,000.00
Fund Source: Fairfield County Revolving Loan Fund - EDA
Prepared: April 2, 2024

FOR VALUE RECEIVED, the undersigned **Mark Jinkens, Owner, and Beer Geeks, LLC**, a corporation organized under the laws of the State of Ohio, (collectively known as the “Borrower”) hereby **jointly and severally** promise to pay to the order of Fairfield County, Ohio, a political subdivision of the State of Ohio, duly authorized and validly existing under and by virtue of the laws thereof, (hereinafter called “Lender”), the principal sum forty thousand dollars (\$40,000), together with interest as hereinafter provided. The proceeds from the loan represented by this Promissory Note shall be applied only to provide canning equipment, (hereinafter called the “Project”). This is the Promissory Note referenced in that certain loan agreement of even date by and between the Fairfield County Board of Commissioners, a political subdivision of the State of Ohio, with primary offices located at 210 E. Main Street STE. 407, Lancaster, Ohio 43130, and Beer Geeks, LLC, a corporation under the laws of the State of Ohio, with its primary offices located at 156-158 West Chestnut St. Lancaster, OH 43130 (hereinafter called "Borrower"), as participating parties in the Fairfield County Revolving Loan Fund (“Loan Agreement”).

SECTION I. INTEREST

1. Interest. Interest on the proceeds of this promissory note shall be paid at the rate of 4.25 percent (%) per annum on the amount disbursed. Proceeds of the loan shall be disbursed in accordance with the terms and conditions set forth in the Loan Agreement. Interest shall commence accruing on the date of the closing of the loan.
2. Prepayment. Prepayment of this Note may occur at any time without penalty.



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

County Administrator
Aundrea N. Cordle

Deputy County Administrator
Jeffrey D. Porter

Clerk
Rochelle Menningen

RLF PROMISSORY NOTE – Page 2

Borrower: Beer Geeks, LLC
Approved Loan Amount: \$40,000.00
Fund Source: Fairfield County Revolving Loan Fund - EDA
Prepared: April 2, 2024

SECTION II. REPAYMENT

The principal disbursed and interest shall be paid as follows:

1. Payments. The first payment under this Promissory Note shall be due on June 1, 2024 and shall include principal and interest from the date of loan closing. The Borrower(s) shall commence making monthly payments in accordance with an amortization schedule attached to the loan agreement and to this Promissory Note, a copy of which amortization table is attached hereto and incorporated herein. For the 120-month term of the loan, the borrower shall repay principal and interest monthly as set forth in said amortization schedule. All monthly payments shall be due on the first day of each month following June 1, 2024. Monthly payments of principal and interest shall continue so that the remaining balance of principal and interest shall be paid in full no later than June 1, 2034.

3. Upon Sale or Refinancing. The entire balance of the outstanding principal of this loan and all accrued unpaid interest thereon shall become immediately due and payable upon the bankruptcy, reorganization, syndication, dissolution, or liquidation of Borrower, at 156-158 West Chestnut St. Lancaster, OH 43130.

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

County Administrator
Aundrea N. Cordle

Deputy County Administrator
Jeffrey D. Porter

Clerk
Rochelle Menningen

RLF PROMISSORY NOTE – Page 3

Borrower: Beer Geeks, LLC

Approved Loan Amount: \$40,000.00

Fund Source: Fairfield County Revolving Loan Fund - EDA

Prepared: April 2, 2024

1. Personal Guarantee and real property collateral. This Promissory Note may be secured by the personal guarantee of **Mark Jinkens**, individually, and/or by an executed mortgage against real property owned by Beer Geeks, LLC.
2. Default. Upon default in the payment of (1) any installment of principal or interest when the same is due hereunder, or upon (2) a failure to perform any of the covenants or conditions contained in this Note, the Loan Agreement, or any other document signed by one or more of the Borrowers to secure the payment of the amounts due hereunder, and if such failure continues for fourteen (14) days after written notice of such default from the Lender to the Borrowers, then the entire principal hereof then remaining unpaid, together with all accrued interest, shall, at the option of the Lender, become immediately due and payable without any notice or demand.

SECTION III. LIABILITY

The Borrower and **Mark Jinkens, Owner**, jointly and severally agree to defend, indemnify, protect, and hold harmless both the United States Federal government and Fairfield County, Ohio and all of its officers, agents, and employees (collectively “the County”) from and against any and all liabilities that the Federal government or the County may incur as a result of providing an RLF Loan Award to assist directly in the Project as well as any direct or indirect activities associated with the Project. These protections apply to the extent that the Federal government or the County may become potentially liable caused by operations of the RLF Recipient or any of its borrowers, predecessors, or successors.

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

County Administrator
Aundrea N. Cordle

Deputy County Administrator
Jeffrey D. Porter

Clerk
Rochelle Menningen

RLF PROMISSORY NOTE – Page 4

Borrower: Beer Geeks, LLC
Approved Loan Amount: \$40,000.00
Fund Source: Fairfield County Revolving Loan Fund - EDA
Prepared: April 2, 2024

SECTION IV. CERTIFICATION

The undersigned and the endorsers, guarantors and sureties of this note and each of them hereby irrevocably authorize any attorney-at-law to appear in any court of record in this state or in any other state in the united states after any installment of principal or interest hereunder becomes due and remains unpaid after notice and any applicable grace period, and waive the issuing and service of process and confess a judgement against us and each of us in favor of the holder hereof for the amount of said note, together with the costs for suit and thereupon to release all errors and waive all rights of appeal.

All persons now or hereafter liable for the payment of the principal or interest due on this Promissory Note, or any part thereof, do hereby expressly waive presentment for payment, notice of dishonor, protest and notice of protest, and agree that the time for the payment or payments of any part of the Note may be extended without releasing or otherwise affecting their liability on the Note, or their obligations under the lien securing this Note.

This Promissory Note is prepared and executed in Fairfield County, Ohio.

WARNING – By signing this promissory note, you give up your right to notice and court trial. If you do not pay on time, a court judgement may be taken against you without your prior knowledge and the powers of a court can be used to collect from you regardless of any claims you may have against the creditor whether for returned goods, faulty goods, failure on its part to comply with the agreement, or any other cause.



BOARD OF COMMISSIONERS

Commissioners:

Steven A. Davis

Jeffrey M. Fix

David L. Levacy

County Administrator

Aundrea N. Cordle

Deputy County Administrator

Jeffrey D. Porter

Clerk

Rochelle Menningen

RLF PROMISSORY NOTE – Page 5

Borrower: Beer Geeks, LLC

Approved Loan Amount: \$40,000.00

Fund Source: Fairfield County Revolving Loan Fund - EDA

Prepared: April 2, 2024

Beer Geeks, LLC

Mark Jinkens, Owner

Approved as to form by the
Fairfield County Prosecutor's Office

**ATTACHMENT:
AMORITIZATION SCHEDULE**

Exhibit A



Quote

American Canning
8001 Industry Way
Austin TX 78744
United States

Date 01/22/2024
Quote # QUO1803
Expires 02/21/2024
Shipping Tax Code -Not Taxable-
Shipping Tax Rate
Shipping Code (2)
Next Delete Approver

Bill To

Dominic Kirchgessner
Double Edge Brewing Company
158 W Chestnut St
Lancaster OH 43130
United States

Ship To

Dominic Kirchgessner
Double Edge Brewing Company
158 W Chestnut St
Lancaster OH 43130
United States

Description	Quantity	Rate	Amount
	1		
CTF Base Machine V2	1	32,500.00	32,500.00
AT-1 115/120V Power	1	0.00	0.00
B64/LOE, End Tooling Chuck, 202 End Diameter (Standard/Sleek)	1	0.00	0.00
B64/LOE, CDL-E, CDL+, CDL-W, End Tooling Roller Pair, 200/202 End Diameter (Standard/Sleek/Slim)	1	0.00	0.00
AT1 SHIPPING BOX AND HEXACOMB PACKAGING	1	300.00	300.00
AT1 V2 Spare Parts Kit	1	800.00	800.00
AT-1 CIP Kit	1	500.00	500.00
AT-1 Mobile Cart	1	400.00	400.00
Wash Down Scale	1	250.00	250.00
RT-20 Rotary Infeed Accumulation Table 115/120V Power	1	0.00	0.00
			34,750.00

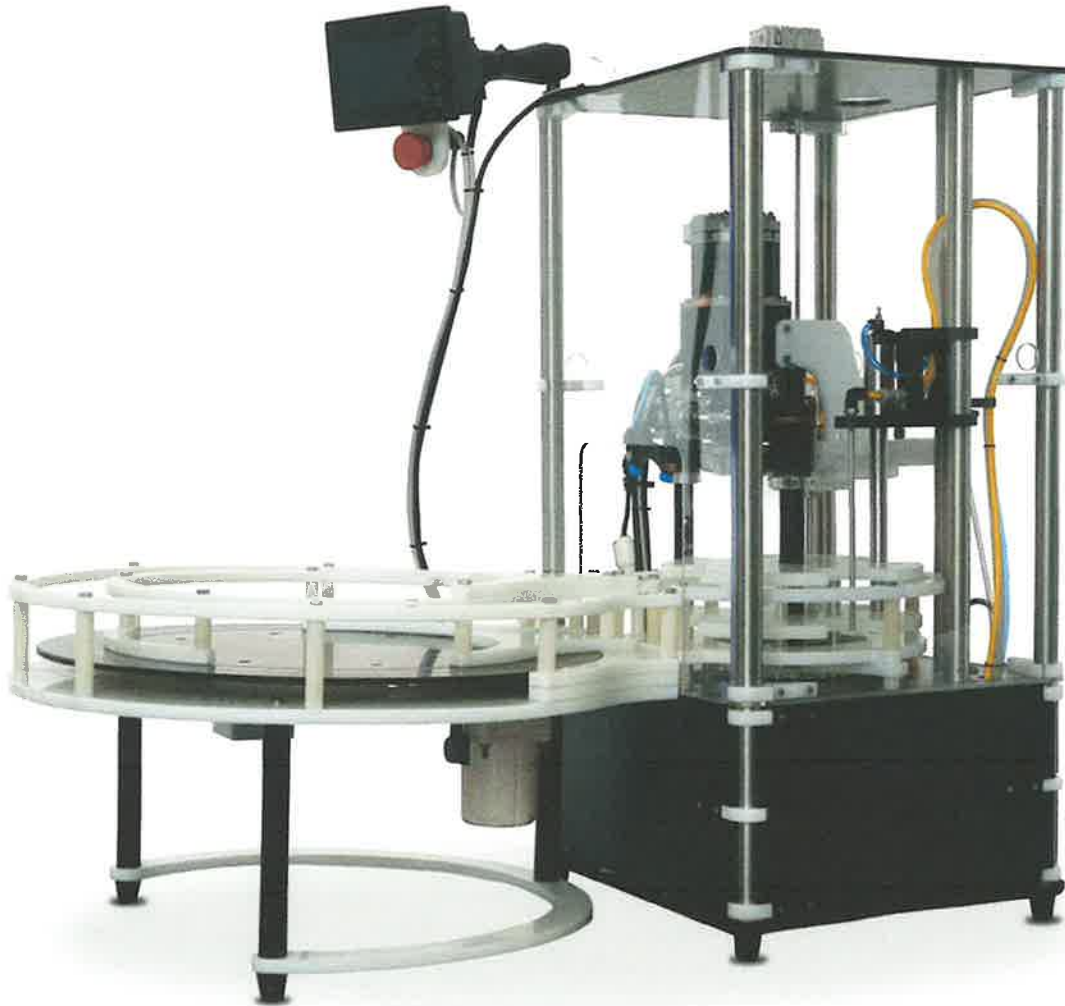
Lead Time: 4 weeks from receipt of deposit

Subtotal 34,750.00
Shipping Cost (LTL Freight) 850.00
Total \$35,600.00



04/09/2024
QUO1803

AT-1 FILLER/SEAMER



American Canning's AT-1 single-head filler/seamer is the most compact, fully automated canning system on the market.

Designed for small-batch canning of carbonated beverages, this atmospheric filler runs any standard 211 body-diameter can (8oz to 19.2oz) at 6-12 cans per minute with superior packaging quality and minimal dissolved oxygen pickup.

The machine's simple one-page user interface gives operators easy access to everything needed while the optional RT-20 infeed/accumulation table (as shown) allows plenty of queue to avoid pauses in fills.

Additional Information: <https://americancanning.com/products/1-head-filler-seamer>

Features:

- Pre-purge and underlid gassing for minimal dissolved oxygen pickup
- Precision flow control and all stainless-steel fill head technology developed for the new AT-6
- Rotary-inspired lid application for precise end application
- Servo-driven seamer for high power in a compact system
- Integrated post-seam rinse removes excess product from filled/seamed cans
- Quick-clamp height adjustment to run any standard diameter fill volume
- Long-life, high-precision seamer tooling with ceramic bearings
- Portable, fully-enclosed body
- Integrated drain pan and wash-down rating

Product Specs:

- Speed: 12 cans per minute (CPM)
 - Speed varies per fill volume
- Accumulation: 20 can capacity allows ~2 minutes between refills
 - Time between refills varies per fill volume
 - Requires optional Rotary Infeed/Accumulation Table add-on
- Can Body Diameters & Fill Volumes: Standard (211) 8oz, 12oz, 16oz, 19.2oz, 330ml, 355ml, 375ml, 440ml, 473ml, 500ml
- Operating Footprint: 15"x18"
 - 24"x40" with optional Rotary Infeed/Accumulation Table
 - 48"x91" with AT-1 Expansion Bridge and RT-212
- Power: 120VAC - 4amps
- Compatible with all American Canning Machines equipment. Order with the rotary infeed/accumulation table or upgrade to the complete suite of American Canning Machines for maximum automation and efficiency.

SECURITY AGREEMENT

(Equipment or Consumer Goods as Collateral) UCC-1

SECURITY AGREEMENT

Date: 4/2/2024

Beer Geeks, LLC	156-158 West Chestnut St.	Lancaster	Fairfield	Ohio
(Name)	(No. & Street)	(City or Town)	(County)	(State)

(hereinafter called the **DEBTOR**), does hereby grant, for a valuable consideration, receipt of which is hereby acknowledged, unto

Fairfield County	210 East Main Street	Lancaster	Fairfield	Ohio
(Name)	(No. & Street)	(City or Town)	(County)	(State)

(hereinafter called the **SECURED PARTY**), a security interest in the following described property and any and all accessions thereto and the proceeds thereof (hereinafter called the Collateral)

DESCRIPTION OF COLLATERAL:

See Exhibit A attached hereto.

To secure payment of indebtedness of \$40,000.00 as provided in the note or notes of even date herewith and also any and all liabilities now existing or hereafter arising, absolute or contingent, due or to become due including all costs and expenses incurred in the collection of the indebtedness and all future advances made by the SECURED PARTY for taxes levied, insurance and repairs to or maintenance of the Collateral.

Debtor hereby warrants and agrees that:

1. The Collateral is or is to be used by the Debtor primarily for (check one):
 - () Personal, family or household purposes
 - () Farming operations
 - (X) Business use
2. If the Collateral is or is to be attached to real estate, a description of the real estate is as follows:

N/A
3. The Collateral will be kept at 156-158 West Chestnut St. Lancaster, OH 43130 which is the Debtor's place of business. DEBTOR will promptly notify SECURED PARTY of any change in the location of the Collateral and DEBTOR will not remove the Collateral from the above address without the written consent of the SECURED PARTY.
4. The Collateral is being acquired with the proceeds of said note or notes that SECURED PARTY may pay directly to the seller.

5. DEBTOR will not sell, exchange, lease or otherwise dispose of any interest in the Collateral without the written consent of the SECURED PARTY and will not permit any lien, security interest or encumbrance to attach to the Collateral.
6. No financing statement covering the Collateral is on file in any public office and at the request of SECURED PARTY, DEBTOR will join with SECURED PARTY in executing one or more financing statements pursuant to the Ohio Uniform Commercial Code in form satisfactory to the SECURED PARTY and DEBTOR will pay the cost of filing in all public offices wherever filing is deemed necessary by SECURED PARTY. A carbon, photographic or other reproduction of this agreement or a financing statement will be sufficient as a financing statement.
7. DEBTOR will maintain the Collateral in good condition and repair; will maintain insurance on the Collateral against fire, theft, and such other hazards and in such form and amount as SECURED PARTY may require and for the benefit of DEBTOR and SECURED PARTY as their interest shall appear; and will pay and discharge all taxes imposed on the Collateral. DEBTOR assigns to SECURED PARTY all right to proceeds of any insurance not exceeding the unpaid balance hereunder, and directs any insurer to pay all proceeds directly to SECURED PARTY and authorizes SECURED PARTY to indorse any draft for the proceeds. Such policy or policies shall be delivered to the SECURED PARTY and shall be with a company or companies satisfactory to SECURED PARTY.

At its option, SECURED PARTY may discharge taxes, liens or other encumbrances at any time levied or placed on the Collateral, pay for insurance on the Collateral, and pay for the maintenance and preservation of the Collateral should DEBTOR fail to do so. DEBTOR agrees to reimburse SECURED PARTY on demand for any payment so made and until such reimbursement, the amount so paid by SECURED PARTY shall be added to the principal amount of the indebtedness.

Upon happening of any of the following events or conditions: (a) default in the payment or performance of any of the obligations or of any covenant or liability contained or referred to in any loan agreement, note or notes evidencing any of the obligations secured hereunder; (b) loss, theft, destruction, sale or encumbrance of or to the Collateral; (c) death, dissolution, termination of existence, insolvency, business failure, appointment or a receiver of any part of the property of, assignment for the benefit of creditors by or the commencement of any proceedings under any bankruptcy or insolvency laws by or against DEBTOR; (d) any default under the terms hereunder; or (e) if SECURED PARTY deems itself insecure, SECURED PARTY may, at its election, declare the entire amount of the indebtedness then outstanding due and payable at once and SECURED PARTY shall have the rights and remedies of a SECURED PARTY under the Ohio Uniform Commercial Code, including the right to enter any premises of the DEBTOR, without legal process and take possession of and remove the Collateral. DEBTOR agrees, upon request of the SECURED PARTY, to assemble the Collateral, and to make it available at the place designated by SECURED PARTY. Any requirement of reasonable notice of any disposition of the Collateral shall be satisfied if such notice is mailed to the address of the DEBTOR shown in this Agreement at least ten days before the time of such disposition.


No waiver of SECURED PARTY of any default shall be effective unless in writing, nor shall operate as a waiver of any other default, or of the same default on a subsequent occasion. SECURED PARTY is hereby authorized to fill any blank spaces hereunder. All rights of SECURED PARTY hereunder shall inure to the benefit of the heirs, executors,

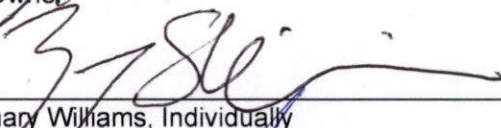
administrators, successors and assigns of SECURED PARTY; and all obligations of DEBTOR shall bind the heirs, executors, administrators, successors and assigns of DEBTOR. If there is more than one DEBTOR, their obligations hereunder shall be joint and several. This Agreement constitutes the entire agreement between the parties.

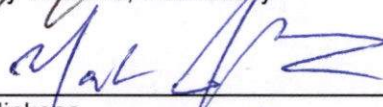
Fairfield County, Ohio

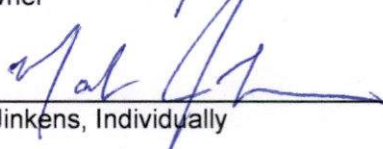
By: _____
David Levacy, President
Fairfield County Board of Commissioners

Beer Geeks, LLC
a Limited Liability Company

By: 
Zachary Williams
Its: Owner

By: 
Zachary Williams, Individually

By: 
Mark Jinkens
Its: Owner

By: 
Mark Jinkens, Individually

This document prepared by Roy E. Hart, Prosecuting Attorney, Fairfield County, Ohio.



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

County Administrator
Aundrea N. Cordle

Deputy County Administrator
Jeffrey D. Porter

Clerk
Rochelle Menningen

PERSONAL GUARANTEE – Page 1

Borrower: Beer Geeks, LLC
Approved Loan Amount: \$40,000.00
Fund Source: Fairfield County Revolving Loan Fund - EDA
Prepared: April 2, 2024

FOR VALUE RECEIVED on April 2, 2024 from and as an inducement to Fairfield County, Ohio (“Lender”) to loan certain funds (the “indebtedness”) to **Beer Geeks, LLC**, a corporation, (“Borrower”) in which **Zachary Williams** (hereinafter referred to as “Guarantor”) hereby absolutely and unconditionally guarantee all obligations of the Borrower to Lender pursuant to this Agreement.

Guarantor has a personal interest. Guarantor does hereby personally guarantee absolutely and unconditionally the full and prompt payment to Lender of all indebtedness which Borrower has incurred or may incur for sums loaned to Borrower by Lender including without limitation all liabilities, obligations and amounts due or to become due by Borrower to Lender pursuant to a certain Loan Agreement and Promissory Note of even date between Lender and Borrower (including without limitation, interest, costs of collection and reasonable attorneys’ fees).

Lender is not required to first seek collection from the Borrower. The liability of the Guarantor hereunder shall not be affected by the amount of money loaned to Borrower by Lender nor by any change in the form of Borrower’s indebtedness nor by any extension or renewal thereof. Notice of acceptance of this guarantee or extension of credit hereunder, of default in payment, of change in form or renewal or extension of any said indebtedness or of any other matter with respect hereto is expressly waived. Guarantor waives any presentment, demand, protest, and any other notice in connection with, or regarding, this Personal Guarantee.

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

County Administrator
Aundrea N. Cordle

Deputy County Administrator
Jeffrey D. Porter

Clerk

Rochelle Menningen

PERSONAL GUARANTEE – Page 2

Borrower: Beer Geeks, LLC
Approved Loan Amount: \$40,000.00
Fund Source: Fairfield County Revolving Loan Fund - EDA
Prepared: April 2, 2024

Waive Notice. The undersigned waives notice of acceptance hereof and of all defaults or disputes with the Borrower, and of the settlement or adjustment of such defaults or disputes. The undersigned, without affecting the undersigned’s liability hereunder in any respect, consents to and waives notice of all changes of terms, the withdrawal or extension of credit or time to pay, the release of the whole or any part of the indebtedness, the settlement or compromise of differences, the acceptance of release of security, the acceptance of notes, trade acceptances or any other form of obligation for the Borrower's indebtedness to the Lender, and the demand, protest, and notice of protest of such instruments or their endorsements. The undersigned also consents to and waives notice of any arrangements or settlements made in or out of court in the event of receivership, liquidation, readjustment, bankruptcy, reorganization, arrangement, or assignment for the benefit of Lender, and anything whatsoever, whether or not herein specified, which may be done or waived by or between Lender and the Borrower.

Obligation and Certification. The obligation of the undersigned is a primary, absolute, and unconditional obligation, and covers all existing and future indebtedness of the Borrower to the Lender. This obligation shall be enforceable against the undersigned before or after proceeding against the Borrower or against any security held by the Borrower, and shall be effective against the undersigned regardless of the solvency or insolvency of the Borrower at any time, the extension or modification of the indebtedness of the Borrower by operation of law, or the subsequent corporation reorganization, merger, or consolidation of the Borrower or any other change in the composition, nature, personnel, or location of the Borrower.

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

County Administrator
Aundrea N. Cordle

Deputy County Administrator
Jeffrey D. Porter

Clerk
Rochelle Menningen

PERSONAL GUARANTEE – Page 3

Borrower: Beer Geeks, LLC
Approved Loan Amount: \$40,000.00
Fund Source: Fairfield County Revolving Loan Fund - EDA
Prepared: April 2, 2024

The undersigned acknowledges that this guarantee is the undersigned’s personal obligation and that the undersigned is not acting as an agent on behalf of the Borrower, notwithstanding any business affiliation between them or title identified below.

This guarantee shall for all purposes be deemed to be made in and shall be governed by laws of the State of Ohio and for purposes of enforcement each of the undersigned(s) consent to personal jurisdiction in the Fairfield County, Ohio Municipal Court and the Fairfield County, Ohio Court of Common Pleas.

This guarantee shall be binding upon the undersigned, as well as the undersigned’s legal representatives and assigns, and shall inure to Lender’s benefit and to the benefit of the Lender’s successors and assigns.

The undersigned individually acknowledges that the undersigned has read the entirety of this Personal Guarantee and understands and agrees to all the terms thereof.

The undersigned hereby irrevocably authorizes any attorney-at-law to appear in any court of record in this state or in any other state in the united states after any installment of principal or interest hereunder becomes due and remains unpaid after notice and any applicable grace period, and waives the issuing and service of process and confesses a judgement against the undersigned in favor of the holder hereof for the amount of said note, together with the costs for suit and thereupon to release all errors and waive all rights of appeal.

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Fairfield County Commissioners Office • 210 East Main Street • Room 301 • Lancaster, Ohio 43130
P: 740-652-7090 • 614-322-5260 • F: 740-687-6048 • www.fairfieldcountyohio.gov



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

County Administrator
Aundrea N. Cordle

Deputy County Administrator
Jeffrey D. Porter

Clerk
Rochelle Menningen

PERSONAL GUARANTEE – Page 4

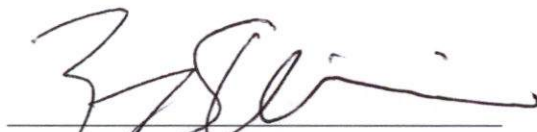
Borrower: Beer Geeks, LLC
Approved Loan Amount: \$40,000.00
Fund Source: Fairfield County Revolving Loan Fund - EDA
Prepared: April 2, 2024

All persons now or hereafter liable for the payment of the principal or interest due on this Personal Guarantee, or any part thereof, do hereby expressly waive presentment for payment, notice of dishonor, protest and notice of protest, and agree that the time for the payment or payments of any part of the Note may be extended without releasing or otherwise affecting their liability on the Note, or their obligations under the lien securing this Note.

This Personal Guarantee is prepared and executed in the Fairfield County, Ohio on the date first set forth above.

WARNING – By signing this paper, you give up your right to notice and court trial. If you do not pay on time, a court judgement may be taken against you without your prior knowledge and the powers of a court can be used to collect from you regardless of any claims you may have against the creditor whether for returned goods, faulty goods, failure on its part to comply with the agreement, or any other cause.

GUARANTOR:



Zachary Williams
In His Individual Capacity



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

County Administrator
Aundrea N. Cordle

Deputy County Administrator
Jeffrey D. Porter

Clerk
Rochelle Menningen

PERSONAL GUARANTEE – Page 1

Borrower: Beer Geeks, LLC
Approved Loan Amount: \$40,000.00
Fund Source: Fairfield County Revolving Loan Fund - EDA
Prepared: April 2, 2024

FOR VALUE RECEIVED on April 2, 2024 from and as an inducement to Fairfield County, Ohio (“Lender”) to loan certain funds (the “indebtedness”) to **Beer Geeks, LLC**, a corporation, (“Borrower”) in which **Mark Jinkens** (hereinafter referred to as “Guarantor”) hereby absolutely and unconditionally guarantee all obligations of the Borrower to Lender pursuant to this Agreement.

Guarantor has a personal interest. Guarantor does hereby personally guarantee absolutely and unconditionally the full and prompt payment to Lender of all indebtedness which Borrower has incurred or may incur for sums loaned to Borrower by Lender including without limitation all liabilities, obligations and amounts due or to become due by Borrower to Lender pursuant to a certain Loan Agreement and Promissory Note of even date between Lender and Borrower (including without limitation, interest, costs of collection and reasonable attorneys’ fees).

Lender is not required to first seek collection from the Borrower. The liability of the Guarantor hereunder shall not be affected by the amount of money loaned to Borrower by Lender nor by any change in the form of Borrower’s indebtedness nor by any extension or renewal thereof. Notice of acceptance of this guarantee or extension of credit hereunder, of default in payment, of change in form or renewal or extension of any said indebtedness or of any other matter with respect hereto is expressly waived. Guarantor waives any presentment, demand, protest, and any other notice in connection with, or regarding, this Personal Guarantee.

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

County Administrator
Aundrea N. Cordle

Deputy County Administrator
Jeffrey D. Porter

Clerk
Rochelle Menningen

PERSONAL GUARANTEE – Page 2

Borrower: Beer Geeks, LLC
Approved Loan Amount: \$40,000.00
Fund Source: Fairfield County Revolving Loan Fund - EDA
Prepared: April 2, 2024

Waive Notice. The undersigned waives notice of acceptance hereof and of all defaults or disputes with the Borrower, and of the settlement or adjustment of such defaults or disputes. The undersigned, without affecting the undersigned’s liability hereunder in any respect, consents to and waives notice of all changes of terms, the withdrawal or extension of credit or time to pay, the release of the whole or any part of the indebtedness, the settlement or compromise of differences, the acceptance of release of security, the acceptance of notes, trade acceptances or any other form of obligation for the Borrower's indebtedness to the Lender, and the demand, protest, and notice of protest of such instruments or their endorsements. The undersigned also consents to and waives notice of any arrangements or settlements made in or out of court in the event of receivership, liquidation, readjustment, bankruptcy, reorganization, arrangement, or assignment for the benefit of Lender, and anything whatsoever, whether or not herein specified, which may be done or waived by or between Lender and the Borrower.

Obligation and Certification. The obligation of the undersigned is a primary, absolute, and unconditional obligation, and covers all existing and future indebtedness of the Borrower to the Lender. This obligation shall be enforceable against the undersigned before or after proceeding against the Borrower or against any security held by the Borrower, and shall be effective against the undersigned regardless of the solvency or insolvency of the Borrower at any time, the extension or modification of the indebtedness of the Borrower by operation of law, or the subsequent corporation reorganization, merger, or consolidation of the Borrower or any other change in the composition, nature, personnel, or location of the Borrower.

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

County Administrator
Aundrea N. Cordle

Deputy County Administrator
Jeffrey D. Porter

Clerk
Rochelle Menningen

PERSONAL GUARANTEE – Page 3

Borrower: Beer Geeks, LLC
Approved Loan Amount: \$40,000.00
Fund Source: Fairfield County Revolving Loan Fund - EDA
Prepared: April 2, 2024

The undersigned acknowledges that this guarantee is the undersigned’s personal obligation and that the undersigned is not acting as an agent on behalf of the Borrower, notwithstanding any business affiliation between them or title identified below.

This guarantee shall for all purposes be deemed to be made in and shall be governed by laws of the State of Ohio and for purposes of enforcement each of the undersigned(s) consent to personal jurisdiction in the Fairfield County, Ohio Municipal Court and the Fairfield County, Ohio Court of Common Pleas.

This guarantee shall be binding upon the undersigned, as well as the undersigned’s legal representatives and assigns, and shall inure to Lender’s benefit and to the benefit of the Lender’s successors and assigns.

The undersigned individually acknowledges that the undersigned has read the entirety of this Personal Guarantee and understands and agrees to all the terms thereof.

The undersigned hereby irrevocably authorizes any attorney-at-law to appear in any court of record in this state or in any other state in the united states after any installment of principal or interest hereunder becomes due and remains unpaid after notice and any applicable grace period, and waives the issuing and service of process and confesses a judgement against the undersigned in favor of the holder hereof for the amount of said note, together with the costs for suit and thereupon to release all errors and waive all rights of appeal.

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BOARD OF COMMISSIONERS

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

County Administrator
Aundrea N. Cordle

Deputy County Administrator
Jeffrey D. Porter

Clerk
Rochelle Menningen

PERSONAL GUARANTEE – Page 4

Borrower: Beer Geeks, LLC
Approved Loan Amount: \$40,000.00
Fund Source: Fairfield County Revolving Loan Fund - EDA
Prepared: April 2, 2024

All persons now or hereafter liable for the payment of the principal or interest due on this Personal Guarantee, or any part thereof, do hereby expressly waive presentment for payment, notice of dishonor, protest and notice of protest, and agree that the time for the payment or payments of any part of the Note may be extended without releasing or otherwise affecting their liability on the Note, or their obligations under the lien securing this Note.

This Personal Guarantee is prepared and executed in the Fairfield County, Ohio on the date first set forth above.

WARNING – By signing this paper, you give up your right to notice and court trial. If you do not pay on time, a court judgement may be taken against you without your prior knowledge and the powers of a court can be used to collect from you regardless of any claims you may have against the creditor whether for returned goods, faulty goods, failure on its part to comply with the agreement, or any other cause.

GUARANTOR:


Mark Jinkens

In His Individual Capacity

Prosecutor's Approval Page

Resolution No.

A resolution to approve loan documents to fund Beer Geeks, LLC as a Fairfield County CARES ACT EDA Revolving Loan Fund project.

(Fairfield County Economic & Workforce Development)

Approved as to form on 4/1/2024 2:07:07 PM by Amy Brown-Thompson,



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

Signature Page

Resolution No. 2024-04.09.h

A Resolution to Approve Loan Documents to Fund Beer Geeks, LLC as a Fairfield County CARES ACT EDA Revolving Loan Fund Project

(Fairfield County Economic & Workforce Development)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution to approve a Memorandum of Understanding (MOU) for the commitment of funds to Ohio University from the Super Rapids funds previously awarded to Fairfield County through an MOU between Fairfield County and the Ohio Department of Higher Education (ODHE)

WHEREAS, Section 381.635 of Amended Substitute House Bill 33 of the 135th General Assembly of the State of Ohio allocated funds to Fairfield County via ODHE; and

WHEREAS, the ODHE executed an MOU with Fairfield County with terms beginning July 1, 2023, and ending June 30, 2024 with an option for a no-cost extension if funds are not spent by June 30, 2024: and

WHEREAS, ODHE for State Fiscal Year 2024 distributed to Fairfield County, in One installment, the funds allocated by the General Assembly, of which there were \$1,480,000 committed to Ohio University for engineering technology and healthcare programs; and

WHEREAS, Fairfield County agrees to reimburse Ohio University for their purchases for these programs, not to exceed \$1,480,000, through the attached MOU.

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

Section 1. That the Board of Commissioners resolve to commit \$1,480,000 of the Super Rapids funds to Ohio University through the approval of the attached MOU.

Prepared by: Angel Conrad
cc: Economic & Workforce Development

**MEMORANDUM OF UNDERSTANDING BY AND BETWEEN
FAIRFIELD COUNTY
AND
OHIO UNIVERSITY**

This Memorandum of Understanding ("MOU") is entered into by and between Fairfield County ("FC") having its principal place of business at 210 East Main Street, Lancaster, Ohio 43130 and Ohio University (OHIO) having its principal place of business at 1 Ohio University, Athens, Ohio 45701.

WHEREAS, Section 381.635 of Amended Substitute House Bill 33 of the 135th General Assembly appropriated funds to FC for Super RAPIDS (hereinafter "Funds"); and

WHEREAS, FC and OHIO agree to enter into this MOU to document that the General Assembly allocated funds to OHIO via the FC and

NOW THEREFORE, in consideration of the mutual covenants and promises set forth herein and for other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, FC and OHIO (individually, a "party"; collectively the "parties") agree as follows:

ARTICLE I: USE OF FUNDS

Funds will be used for the following purposes:

- OHIO will purchase equipment for programs located at the Fairfield County Workforce Center as detailed in Attachment A. All equipment purchased with the Funds outlined in this MOU will physically remain at the Fairfield County Workforce Center and may not be relocated to the Ohio University Athens campus.
- OHIO will comply with all applicable state and federal laws in the expenditure of the Funds and agrees to require an audit of these funds as specified in Article VI: Audit.
- FC will submit a Fiscal Expenditure Report ("FER") each fiscal year of the MOU to odhefiscalreports@highered.ohio.gov, as noted in Article III: Distribution of Funds.

ARTICLE II: TERM OF THE MOU

The term of this MOU begins on July 1, 2023, and ends June 30, 2024, or until the MOU is terminated pursuant to the terms contained herein, whichever event occurs first.

ARTICLE III: DISTRIBUTION OF FUNDS

- 1) For State Fiscal Year 2024, FC agrees to distribute to OHIO, an amount not to exceed one million four hundred eighty thousand and 00/100 dollars (\$1,480,000.00) for uses in accordance with Article I: Use of Funds. OHIO will request funds from FC using existing invoicing procedures.
- 2) OHIO agrees to provide information to FC for its annual Fiscal Expenditure Report to the Ohio Department of Higher Education.
- 3) Budget Modifications:
 - a) OHIO understands that modifications to the approved budget of less than 10% are allowable under this Agreement and do not require FC approval, but any modification under 10% requires notification to FC which can be sent via email to Rick Szabrak Rick.Szabrak@FairfieldCountyOhio.gov.
 - b) OHIO agrees that requests for modifications to the proposed budget of 10% or more, must be approved and signed by FC in advance, pursuant to Article XI, Amendments or Modifications of this Agreement. Requests for budget modifications can be submitted via email to Rick Szabrak at Rick.Szabrak@FairfieldCountyOhio.gov.
- 4) It is mutually agreed and understood that the total amount to be distributed by FC to OHIO under this MOU shall in no event exceed one million four hundred eighty thousand and 00/100 dollars (\$1,480,000.00).

ARTICLE IV: TERMINATION

This MOU may be terminated as follows:

- 1) By mutual consent of the parties.
- 2) If the General Assembly fails at any time to continue funding for the payments and other obligations set forth herein, FC's obligations under this MOU are terminated as of the date the funding expires and FC shall have no further obligations hereunder. If FC discovers or is notified of the discontinuation of funding for this MOU, then FC agrees to notify OHIO of said discontinuation as soon as is practicable. Any work performed by OHIO under the MOU after it receives such notice shall be at the sole expense of OHIO.

ARTICLE V: CERTIFICATION AND AVAILABILITY OF FUNDS

The MOU is subject to the provisions of Ohio Revised Code §126.05 and §126.07. It is expressly understood by the parties that none of the rights, duties, and obligations described in this MOU shall be binding on either party until all statutory provisions under the Ohio Revised Code have been complied with and until such time as all necessary funds are made available and forthcoming from the appropriate state agencies.

ARTICLE VI: AUDIT

OHIO shall require their annual financial statement audit include a review of funds received and spent under this MOU, for compliance with Amended Substitute House Bill 33 of the 135th General Assembly. This review can be included with the annual Ohio Compliance Supplement testing required by the Auditor of State. OHIO will be liable for any audit exception that results solely from its acts or omissions in the performance of this MOU. OHIO shall notify FC of any noncompliance audit exception found during the audit.

ARTICLE VII: RIGHTS IN DATA, PATENTS, AND COPYRIGHT

OHIO shall have unrestricted authority to reproduce, distribute and use (in whole or in part) any reports, data or material prepared pursuant to this MOU. No such documents or other materials produced (in whole or in part) with funds provided to OHIO by FC shall be subject to copyright in the United States or other country.

ARTICLE VIII: COMPLIANCE WITH LAW

OHIO agrees to comply with all applicable federal, state, and local laws in the conduct of the work hereunder. OHIO acknowledges that its employees are not employees of FC with regard to the application of the Fair Labor Standards Act minimum wages and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code and for state revenue and tax laws, state workers' compensation laws and state unemployment insurance laws. OHIO accepts full responsibility for payment of all taxes including without limitation, unemployment compensation insurance premiums, all income tax deductions, social security deductions, and any and all other taxes or payroll deductions required for all employees engaged by OHIO in the performance of the work authorized by this MOU.

ARTICLE IX: NOTICE

Any notice required hereunder shall be made in writing and shall be accomplished by personal delivery, facsimile, or by United States certified mail, return receipt requested, postage prepaid, addressed to the party at the address set forth below or such other address as said party shall hereafter designate in writing to the other party.

- Aundrea N. Cordle
County Administrator
Fairfield County
210 East Main Street
Lancaster, Ohio 43130
Phone: (740) 652-7890
Email: aundrea.cordle@fairfieldcountyohio.gov
- Ohio University
Attn: General Counsel 1
Ohio University
19 East Circle Drive, Bldg. 18, Ste. 381
Athens, OH 45701
legalaffairs@ohio.edu

ARTICLE X: GOVERNING LAW

ARTICLE XI: AMENDMENTS OR MODIFICATION

Except for modifications of less than 10% to budget allocations made pursuant to Article III, Distribution of Funds, no amendment or modification of this Agreement shall be effective against either party unless such amendment or modification is set forth in writing and signed by both parties.

ARTICLE XII: DRUG AND ALCOHOL-FREE WORKPLACE

OHIO shall 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 any of its employees or permitted subcontractors engaged in the work being performed hereunder do not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

ARTICLE XIII: ENTIRE AGREEMENT

This MOU constitutes the entire agreement of the parties hereto and supersedes any prior understandings or written or oral communications between the parties respecting the subject matter hereof.

ARTICLE XIV: WAIVER

The waiver or failures of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further right hereunder.

ARTICLE XV: SEVERABILITY

If any provision of this agreement is found invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, said provision shall be severed. The validity, legality, and enforceability of all other provisions of this MOU shall not in any way be affected or impaired unless such severance would cause this agreement to fail of its essential purpose.

ARTICLE XVI: SUCCESSORS AND ASSIGNS

Neither this MOU, nor any rights, duties, nor obligations hereunder may be assigned, or transferred in whole or in part, by OHIO without the prior written consent of FC.

ARTICLE XVII: HEADINGS

The headings herein are for reference and convenience only. They are not intended and shall not be construed to be a substantive part of this MOU or in any other way to affect the validity, construction, interpretation, or effect of any of the provisions of this MOU.

IN WITNESS WHEREOF, the parties have executed this MOU on the day and year set aside by their respective signatures.

Fairfield County
By: _____
Title: _____
Date: _____

Ohio University
By: _____
Title: _____
Date: _____

Fairfield County Workforce Center Ohio Biennial Budget Request FY 2024-2025

Ohio University Programs	Ohio Biennial Budget Request FY2024-2025
Respiratory Therapy Lab	\$230,000
Equipment for Semiconductor Manufacturing Certificate	\$500,000
Equipment for new certificates for Engineering Technology program	\$750,000
Total OHIO Program Funds	\$1,480,000

Prosecutor's Approval Page

Resolution No.

A resolution to approve a Memorandum of Understanding (MOU) for the commitment of funds to Ohio University from the Super Rapids funds previously awarded to Fairfield County through an MOU between Fairfield County and the Ohio Department of Higher Education (ODHE)

(Fairfield County Economic & Workforce Development)

Approved as to form on 4/5/2024 9:07:37 AM by Amy Brown-Thompson,



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

Signature Page

Resolution No. 2024-04.09.i

A Resolution to Approve a Memorandum of Understanding (MOU) for the Commitment of Funds to Ohio University from the Super Rapids Funds Previously Awarded to Fairfield County through an MOU between Fairfield County and the Ohio Department of Higher Education (ODHE)

(Fairfield County Economic & Workforce Development)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution to appropriate from unappropriated in a major expenditure object category EMA Funds 2090 [EMA]

WHEREAS, additional appropriations are needed in the major expenditure object category for 2090 Emergency Management Fund; and

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

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

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

12209035 \$1,000.00 Contract Services
12209035 \$1,000.00 Capital Outlay

For Auditor's Office Use Only:

12209035 530000 EMASR \$1,000.00 Contractual Services
12209035 574000 EMASR \$1,000.00 Equipment

Prepared by: Christy Noland
cc: EMA

Signature Page

Resolution No. 2024-04.09.j

A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category, EMA Funds #2090

(Fairfield County Emergency Management Agency)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A Resolution to Approve the Contract Bid Award for the Project.

WHEREAS, the opening of sealed bids on April 1, 2024 for the WAL-05 GEIGER ROAD SUPERSTRUCTURE REPLACEMENT Project, resulted in the following bids:

U.S. Bridge (dba Ohio Bridge) \$93,940.00

WHEREAS, the Fairfield County Engineer is recommending that the Contract for the WAL-05 GEIGER ROAD SUPERSTRUCTURE REPLACEMENT Project be awarded to U.S. Bridge (dba Ohio Bridge), 201 Wheeling Ave, Cambridge, OH 43725 a responsive and responsible Bidder, for the amount of \$93,940.00.

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

SECTION 1: that this Board of Commissioners resolves to, and does hereby, approve the Award to Bid in the amount of \$93,940.00, to U.S. Bridge (dba Ohio Bridge) for the WAL-05 GEIGER ROAD SUPERSTRUCTURE REPLACEMENT Project.

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

Prepared by: Randy Carter
cc: Engineering Department

Signature Page

Resolution No. 2024-04.09.k

A Resolution to Approve the Contract Bid Award for the WAL-05 Geiger Road Superstructure Replacement Project

(Fairfield County Engineer)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution to approve a memo receipt and expenditure for Fairfield County Job & Family Services, Fund 2599 reimbursing Fund 2018

WHEREAS, Resolution 04.06.29.ff authorized the establishment of a Workforce Investment Act Fund, #2599, and

WHEREAS, costs attributed to the WIA fund have been expended from the PA fund, #2018, and

WHEREAS, the WIA fund has received funds to cover these costs and such funds have been deposited in the WIA fund as required, and

WHEREAS, it is necessary for the public assistance fund (2018) to recover the costs from the WIA fund (2599).

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

Section 1: That the Fairfield County Auditor reflect the following memo receipt, for costs owed to the PA fund:

12201807-434009 (Reimbursement from WIOA) \$31,075.31 (Dec 2023 through Feb 2024)

Section 2. That the Fairfield County Board of Commissioners approves the following expenditure of shared costs and requests that the Fairfield County Auditor accomplish the transaction as if a regular County Auditor warrant, reimbursing the public assistance fund for costs incurred by WIOA.

Memo expenditure as referenced in supporting documentation:

Vendor: 06396 Job and Family Services

Account: 12259907 900000 Reimburse public assistance

Amount: \$31,075.31

Subject to final quarterly reconciliation from ODJFS

Prepared by Morgan Fox, Fiscal Officer

WIOA to PA Shared	Owed to PA Fund	Paid to PA Fund	Balance	Notes		ADULT	DW	CCMEP YOUTH IN	CCMEP YOUTH OUT	CCMEP YOUTH OUT WORK EXP	RESEA	TOTAL OWED
2023					2023							
	\$ 16,444.04		\$ 28,708.78	-	\$16,444.04	\$13,153.57					\$3,290.47	\$13,153.57
	\$ 14,497.68		\$ 43,206.46	-	\$14,497.68	\$11,596.69					\$2,900.99	\$11,596.69
Reimb w/out March numbers (Dec, Jan, Feb)	\$ 15,114.10	\$ 45,532.00	\$ 12,788.56	Resolution 2023-03.14.s	\$15,114.10	\$12,089.75					\$3,024.35	\$12,089.75
	\$ 41,755.76		\$ 54,544.32		\$41,755.76	\$1,670.24	\$11,691.61		\$6,680.90	\$1,670.24	\$20,042.77	\$13,361.85
	\$ 36,645.56		\$ 91,189.88		\$36,645.56	\$1,465.82	\$10,260.75		\$5,863.29	\$1,465.82	\$17,589.88	\$11,726.57
Reimb w/out June numbers (Mar, Apr, May)	\$ 52,942.43	\$ 93,515.42	\$ 50,616.89	Resolution 2023-07.	\$52,942.43	\$2,117.70	\$14,823.88		\$8,470.79	\$2,117.70	\$25,412.36	\$16,941.58
	\$ 18,957.00		\$ 69,573.89		\$18,957.00	\$0.00	\$2,527.88		\$3,789.79		\$12,639.33	\$2,527.88
	\$ 20,985.38		\$ 90,559.27		\$20,985.38		\$2,798.36		\$4,195.29		\$13,991.73	\$2,798.36
Reimb w/out Sep numbers (June, Jul, Aug)	\$ 18,067.38	\$ 92,884.81	\$ 15,741.84	Resolution 2023-09.kk	\$18,067.38		\$2,409.24		\$3,611.94		\$12,046.20	\$2,409.24
	\$ 7,641.35		\$ 23,383.19		\$7,641.35				\$1,274.86		\$6,366.49	\$0.00
	\$ 7,277.21		\$ 30,660.40		\$7,277.21				\$1,214.12		\$6,063.09	\$0.00
Reimb w/out Dec numbers (Sep, Oct, Nov)	\$ 12,931.13		\$ 43,591.53		\$12,931.13				\$2,157.42		\$10,773.71	\$0.00
Total	\$ 263,259.02	\$ 231,932.23	N/A	Totals	\$263,259.02	\$42,093.77	\$44,511.72	\$0.00	\$37,258.40		\$134,141.37	\$86,605.49

WIOA to PA Shared	Owed to PA Fund	Paid to PA Fund	Balance	Notes		ADULT	DW	CCMEP YOUTH IN	CCMEP YOUTH OUT	CCMEP YOUTH OUT WORK EXP	RESEA	TOTAL OWED
2024					2024							
	\$ -	\$ 32,985.94	\$ 10,605.59	Resolution 01.30.k	\$9,024.87	\$2,255.20			\$1,129.63		\$5,640.04	\$2,255.20
	\$ -		\$ 10,605.59	-	\$9,119.31	\$2,278.80			\$1,141.44		\$5,699.07	\$2,278.80
Reimb w/out March numbers (Dec, Jan, Feb)	\$ -	\$ -	\$ 10,605.59	0	\$9,634.16	\$2,407.46			\$1,205.89		\$6,020.81	\$2,407.46
	\$ -		\$ 10,605.59		\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00
	\$ -		\$ 10,605.59		\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00
Reimb w/out June numbers (Mar, Apr, May)	\$ -	\$ -	\$ 10,605.59	0	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00
	\$ -		\$ 10,605.59		\$2,527.88	\$0.00	\$2,527.88		\$0.00		\$0.00	\$2,527.88
	\$ -		\$ 10,605.59		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
Reimb w/out Sep numbers (June, Jul, Aug)	\$ -	\$ -	\$ 10,605.59	0	\$3,611.94		\$0.00		\$3,611.94		\$0.00	\$0.00
	\$ -		\$ 10,605.59		\$0.00				\$0.00		\$0.00	\$0.00
	\$ -		\$ 10,605.59		\$0.00				\$0.00		\$0.00	\$0.00
Reimb w/out Dec numbers (Sep, Oct, Nov)	\$ -		\$ 10,605.59		\$0.00				\$0.00		\$0.00	\$0.00
Total	\$ -	\$ 32,985.94	N/A	Totals	\$33,918.16	\$6,941.46	\$2,527.88	\$0.00	\$7,088.90		\$17,359.92	\$9,469.34

Signature Page

Resolution No. 2024-04.09.I

A Resolution to Approve a Memo Receipt and Expenditure for Fairfield County Job & Family Services, Fund #2599, Reimbursing Fund #2018

(Fairfield County Job and Family Services)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution to approve a memo receipt and expenditure for Fairfield County Job & Family Services, Sub Fund 8056 reimbursing Fund 2018

WHEREAS, Fairfield County Job & Family Services and the Fairfield County Children Services Agency merged operations effective October 1, 1995, and

WHEREAS, Fairfield County Job & Family Services expended funds from the public assistance fund for costs attributable to the Wendy’s Wonderful Kids Grant program administered by Children Services division of Job and Family Services, and

WHEREAS, the Wendy’s Wonderful Kids Grant program has received funds to cover these costs and such funds have been deposited in the sub fund (8056) Wendy’s Wonderful Kids of the children services fund (2072) as required, and

WHEREAS, it is necessary for the public assistance fund (2018) to recover the costs from the Wendy’s Wonderful Kids Sub Fund (8056),

NOW THEREFORE,

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

Section 1. That the Fairfield County Auditor reflect the following memo receipt:

12201807-434042 REIMB – WWK (Reimbursement from Wendy’s Wonderful Kids) \$ 14,718.81

This amount represents costs owed to the PA fund for January through March 2024.

Section 2. That the Fairfield County Board of Commissioners approves the following expenditure of shared costs and requests that the Fairfield County Auditor accomplish the transaction as if a regular County Auditor warrant,

2024-04.09.m

A resolution to approve a memo receipt and expenditure for Fairfield County Job & Family Services, Sub Fund 8056 reimbursing Fund 2018

reimbursing the public assistance fund for costs incurred by the Wendy's Wonderful Kids Grant (Children Services division).

Memo expenditure as referenced in supporting documentation:

Vendor: 06396 Job and Family Services

Account: 12207213 900000 Special Reporting

Amount: \$ 14,718.81

Prepared by: *Morgan Fox, Fiscal Officer*

WWK to PA Shared	Owed to PA Fund	Paid to PA Fund	Balance	Notes
2024				
Jan-23	\$ 4,819.60	\$ 16,108.29	\$ 4,819.60	Resolution 2024-01.23.q
Feb-23	\$ 4,829.23		\$ 9,648.83	
Mar-23	\$ 5,069.98		\$ 14,718.81	
Apr-23	\$ 4,819.60		\$ 19,538.41	
May-23	\$ 4,819.60		\$ 24,358.01	
Jun-23	\$ 4,819.60		\$ 29,177.61	
Jul-23	\$ -		\$ 29,177.61	
Aug-23	\$ -		\$ 29,177.61	
Sep-23	\$ -	-	\$ 29,177.61	
Oct-23	\$ -		\$ 29,177.61	
Nov-23	\$ -		\$ 29,177.61	
Dec-23	\$ -	-	\$ 29,177.61	
Total	\$ 29,177.61	\$ 16,108.29	N/A	Totals

Signature Page

Resolution No. 2024-04.09.m

A Resolution to Approve a Memo Receipt and Expenditure for Fairfield County Job & Family Services, Sub Fund #8056, Reimbursing Fund #2018

(Fairfield County Job and Family Services)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution to approve an award of bid to Cooper Concrete Services LLC for the CDBG - PY2022 - Village of Pleasantville Pool Improvements – Concrete Deck [Regional Planning]

WHEREAS, Fairfield County has received a CDBG grant for PY2022;

WHEREAS, The Village of Pleasantville has requested that improvements be made to the concrete deck at the public pool; and

WHEREAS, a bid opening was held on Friday, March 29th, 2024 at 11:00 a.m. with an engineer’s estimate of \$71,000.00 the following bids were received:

Cooper Concrete Services LLC	\$76,287.00
Grosse Construction Services LLC	\$90,258.00

WHEREAS, bids have been reviewed and evaluated by Verdantas and recommends awarding the bid to Cooper Concrete Services LLC for the amount of \$76,287.00.

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

Section 1. That the Board of Commissioners hereby approves the attached Notice of Award to Cooper Concrete Services LLC for the CDBG - PY2022 - Village of Pleasantville Street Storm Sewer Improvement Project.

Section 2. That the Budget Officer of the Board of Commissioners requests a purchase order in the amount of \$76,287.00 to Cooper Concrete Services LLC. 3820 Conn Road, Nashport, Ohio 43830.

Prepared by: Joshua Hillberry
cc: Regional Planning



April 2, 2024

Fairfield County Regional Planning Commission
Joshua Hillberry, Regional Planner
138 West Chestnut Street
Lancaster, Ohio 43130

Re: Village of Pleasantville – Pool Improvements-Concrete Deck
Bid Award Recommendation

Dear Mr. Hillberry,

Verdantas has reviewed the bid submitted on March 29, 2024 for the Village of Pleasantville – Pool Improvements-Concrete Deck project. The following is a summary of the bids submitted followed by our recommendation for award:

<u>Contractor</u>	<u>Base Bid</u>	<u>Additional Bid</u>
Cooper Concrete Services LLC	\$70,287.00	\$6,000.00
Grosse Construction Services LLC	\$88,060.00	\$2,198.00

Verdantas has checked the bid for mathematical errors and prepared a bid tabulation (see attached). One bid received is under the engineer's base bid estimate of \$71,100.00 while the second bid was over by more than 23%. Cooper Concrete Services is the apparent low bidder and the required forms were included in their bid package. Verdantas has worked with Cooper Concrete Services in the past including a few projects in the Village of Pleasantville. All of those projects were completed satisfactorily. Based on the information provided in their bid and previous experience with the Contractor, we recommend that the project (*base bid and additional bid*) be awarded in the amount of **\$76,287.00** to:

Cooper Concrete Services LLC
3820 Conn Road, Nashport, Ohio 43830

Considering this volatile bidding environment, we are pleased with the results of the bid opening and hope the County and Village are as well. Please feel free to contact our office with any questions or concerns.

Sincerely,
Verdantas LLC

Alan Brown, PE
AVP/ Department Leader

Attachment: Bid Tabulation

FAIRFIELD COUNTY COMMISSIONERS
VILLAGE OF PLEASANTVILLE
POOL IMPROVEMENTS - CONCRETE DECK
BID TABULATION
BASE BID ESTIMATE: \$71,100.00

BASE BID				1. Cooper Concrete Services LLC				2. Grosse Construction Services LLC			
Line No.	Description	Quantity	Unit	Unit Price			Extended Price (Quantity x Total)	Unit Price			Extended Price (Quantity x Total)
				Labor	Materials	Total (L+M)		Labor	Materials	Total (L+M)	
1	MOBILIZATION / DEMOBILIZATION	1	LS	\$ 4,500.00	\$ 4,700.00	\$ 9,200.00	\$ 9,200.00	\$ 1,000.00	\$ 2,500.00	\$ 3,500.00	\$ 3,500.00
2	CONCRETE POOL DECK REMOVAL & REPLACEMENT, PER PLAN	4,500	SF	\$ 5.47	\$ 4.57	\$ 10.04	\$ 45,180.00	\$ 11.00	\$ 6.18	\$ 17.18	\$ 77,310.00
3	POOL DECK GROUNDING & BONDING, COMPLETE	1	LS	\$ 3,075.00	\$ 1,500.00	\$ 4,575.00	\$ 4,575.00	\$ 500.00	\$ 650.00	\$ 1,150.00	\$ 1,150.00
4	REMOVE & REINSTALL EQUIPMENT/FENCING, COMPLETE	1	LS	\$ 4,150.00	\$ 4,582.00	\$ 8,732.00	\$ 8,732.00	\$ 1,800.00	\$ 2,300.00	\$ 4,100.00	\$ 4,100.00
5	DRAINAGE IMPROVEMENTS, COMPLETE	1	LS	\$ 1,750.00	\$ 850.00	\$ 2,600.00	\$ 2,600.00	\$ 1,300.00	\$ 700.00	\$ 2,000.00	\$ 2,000.00
TOTAL BASE BID (sum lines 1:5)							\$ 70,287.00				\$ 88,060.00

ADDITIONAL BID				1. Cooper Concrete Services LLC				2. Grosse Construction Services LLC			
Line No.	Description	Quantity	Unit	Unit Price			Extended Price (Quantity x Total)	Unit Price			Extended Price (Quantity x Total)
				Labor	Materials	Total (L+M)		Labor	Materials	Total (L+M)	
A1	SKIMMER BOX REPLACED, COMPLETE	7	EA	\$ 351.57	\$ 505.57	\$ 857.14	\$ 6,000.00	\$ 139.00	\$ 175.00	\$ 314.00	\$ 2,198.00
TOTAL ADDITIONAL BID (sum line A1)							\$ 6,000.00				\$ 2,198.00

CERTIFIED BY: 

DATE: 3/29/2024

NOTICE OF AWARD

To: Cooper Concrete Services LLC

PROJECT Description: Fairfield County – CDBG – Village of Pleasantville Pool Improvements – Concrete Deck

The OWNER has considered the BID submitted by you on March 29, 2024, for the above described WORK in response to its Advertisement for BIDS and Information for BIDDERS.

You are hereby notified that your BID has been accepted for items in the amount of \$76,287.00.

You are required by the Information for BIDDERS to execute the Agreement and furnish the required CONTRACTOR's Contract BOND, if applicable, and Certificates of Insurance within 10 calendar days from the date of this notice to you.

If you fail to execute said Agreement and to furnish said BOND within 10 days from the date of this notice, said OWNER will be entitled to consider all your rights arising out of the OWNER's acceptance of your BID as abandoned and as a forfeiture of your BID guaranty subject to the liability as set forth in Section 153.54 of the Ohio Revised Code. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this ____ day of _____, 2024.

FAIRFIELD COUNTY COMMISSIONERS
Owner

By: _____
Title: President

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by _____
_____ on this day of _____, 2024

By: _____
Name and Title: _____

cc: CONTRACTOR'S Surety Agent

Signature Page

Resolution No. 2024-04.09.n

A Resolution to Approve an Award of Bid to Cooper Concrete Services LLC for the CDBG, PY2022, Village of Pleasantville Pool Improvements – Concrete Deck

(Fairfield County Regional Planning Commission)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

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

WHEREAS, departments that need the Board of Commissioners' approval for payment of their invoices have submitted their invoices to the County Auditor; and

WHEREAS, the County Auditor has submitted the cash disbursement journal for payment of invoices for the check date of April 11, 2024; and

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

Section 1. That the Fairfield County Board of County Commissioners approves the attached cash disbursement journal.

Prepared by: Auditor/Finance
cc: Finance Office

INVOICES BY DEPARTMENT

04/11/2024 to 04/11/2024

Department

Check #	Check Date	Vendor #	Vendor Name	Invoice #	Invoice Date	PO #	Warrant	Line Item Description	Amount
1200 COMMISSIONERS ADMIN									
Fund: 1001 - GENERAL FUND									
1584262	04/11/2024	80132	AUNDREA N CORDLE	4/1/24	04/01/2024	24000057	C0409	REIMBURSEMENTS SHRM MEMBERSHIP	264.00
5398355	04/11/2024	3720	LANC FF CO CHAMBER OF COMMERCE	49672	04/03/2024	24000015	C0409	STATE OF SCHOOLS - LEVACY/PORTER/CORDLE	75.00
5398356	04/11/2024	10163	OHIO EXTENSION AGR ADM RM 4	FAES-6986	04/01/2024	24000500	C0409	2024 ALLOCATION 1ST HALF	249,948.50
Fund: 2901 - HEALTHY AGING GRANT									
5398358	04/11/2024	24380	SENIOR SERVICES LEVY MEAL ON	-3/21/24	03/21/2024	24002513	C0409	Healthy Aging Grant award	86,791.59
TOTAL: COMMISSIONERS ADMIN									337,079.09

INVOICES BY DEPARTMENT

04/11/2024 to 04/11/2024

Department

Check #	Check Date	Vendor #	Vendor Name	Invoice #	Invoice Date	PO #	Warrant	Line Item Description	Amount
1600	ENGINEER-ADMIN								
	Fund: 2580 - ENGINEER - SUBDIVISION INSPECT								
5398357	04/11/2024	14407	JOHN E. DONLEY	SUB INSPECT REFUND	03/21/2024	24003732	C0409	REFUNDS	18,022.81
5398357	04/11/2024	14407	JOHN E. DONLEY	SUB INSPECT REFUND	03/21/2024	24003732	C0409	REFUNDS	12,175.86
5398357	04/11/2024	14407	JOHN E. DONLEY	SUB INSPECT REFUND	03/21/2024	24003732	C0409	REFUNDS	0.27
5398357	04/11/2024	14407	JOHN E. DONLEY	SUB INSPECT REFUND	03/21/2024	24003732	C0409	REFUNDS	59,210.24
5398357	04/11/2024	14407	JOHN E. DONLEY	SUB INSPECT REFUND	03/21/2024	24003732	C0409	REFUNDS	751.02
								TOTAL: ENGINEER-ADMIN	90,160.20

INVOICES BY DEPARTMENT

04/11/2024 to 04/11/2024

Department

Check #	Check Date	Vendor #	Vendor Name	Invoice #	Invoice Date	PO #	Warrant	Line Item Description	Amount
2000			PROBATE COURT						
			Fund: 2316 - PROBATE COMPUTER						
5398354	04/11/2024	2705	DELL MARKETING LP	10738965460	03/25/2024	24003447	C0409	PROBATE CT -LAPTOPS & KEYBOARD, MONITOR	90,800.84
								TOTAL: PROBATE COURT	90,800.84

INVOICES BY DEPARTMENT

04/11/2024 to 04/11/2024

Department

Check #	Check Date	Vendor #	Vendor Name	Invoice #	Invoice Date	PO #	Warrant	Line Item Description	Amount
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Summary Total for this report: **\$518,040.13**

Commissioner Steven A. Davis

Commissioner Jeffrey M. Fix

Commissioner David L. Levacy

Date

Signature Page

Resolution No. 2024-04.09.o

A Resolution Authorizing the Approval of Payment of Invoices for Departments that
Need Board of Commissioners' Approval

(Fairfield County Commissioners)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

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