# **Review Meeting**

The Commissioners met at 9:00 a.m. in the Commissioners' Hearing Room, 210 E. Main St., Lancaster OH. Commissioner Davis called the meeting to order, and the following Commissioners were present: Steve Davis and David Levacy. County employees present: Deputy County Administrator, Jeff Porter; Clerk to the Board of Commissioners, Rochelle Menningen; Communications & Information Coordinator, Bennett Niceswanger; Auditor, Dr. Carri Brown; Treasurer, Jim Bahnsen; JFS Director, Corey Clark; Budget Director, Bart Hampson; Facilities & EMA Director, Jon Kochis; Utilities Director, Tony Vogel; Assistant Prosecuting Attorney, Steven Darnell; Engineer, Jeremiah Upp; Magistrate, Josh Horacek; FCFC Manager, Tiffany Wilson; Planner, Josh Hillberry; Economic & Workforce Development Director, Rick Szabrak; IT Director, Dan Neeley; and Sheriff's Deputy, Kevin Romine. Also in attendance: Ray Stemen, Beth Cottrell, Jim Cottrell, Chris Snider, Bryan Everitt, Jerry Starner, and Samantha Meadows.

Virtual Attendees: Shelby Hunt, Jennifer Morgan, Lori Hawk, Ashley Arter, Jessica Murphy, Henry, BGM, Shannon, Britney Lee, Lori Lovas, Andy Robberts, Stacy Hicks, Lynette Barnhart, Jared Collins, Toni Ashton, David Uhl, Deborah, Brian Wolfe, Tony Vogel, and Joe Ebel.

#### Welcome

Commissioner Davis opened the meeting by welcoming everyone in attendance.

#### **Public Comments**

Ray Stemen of Lancaster spoke on the current events taking place in the Middle East and closed his remarks with a prayer.

Beth Cottrell of Amanda expressed that her home is located within the viewshed of the Carnation Solar Project. She voiced concerns regarding increased traffic and potential safety issues associated with the project's construction. Ms. Cottrell requested that the Commissioners formally express their opposition to the solar project.

Bryan Everitt of Lancaster distributed the Carnation Solar Project June newsletter and reiterated that he, Samantha Meadows, and Chris Snider are available to answer questions and address concerns. He emphasized that their primary goal is to provide information to the public.

Sherry Pymer of Millersport commented that the residents in Amanda are experiencing the same challenges her community faced a year ago with the solar companies. She expressed offense at the presence of representatives collecting signatures at the Baltimore Festival and noted that they are also going door to door in areas not directly affected by the solar projects to gather additional signatures.

#### Legal Update

None.

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# **County Administration Update**

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

# Week in Review

Fairfield County Commissioners to meet July 8, 2025

The next meeting of the Fairfield County Commissioners will be Tuesday, July 8<sup>th</sup> at 9:00 a.m. There will not be a Review and Regular meeting on July 1<sup>st</sup>.

## **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 Regular voting meeting. There is also a resolution from the Court of Common Pleas that will be walked-on to the agenda.

Resolutions of note:

The first resolution on the agenda is to adjust two meetings that were previously established by resolution in December of 2024. The August 26, 2025, meeting will move from 9:00 a.m. to 3:00 p.m., and the September 9<sup>th</sup> meeting will move to September 4<sup>th</sup> at 10:00 a.m. Both meetings are to be held in the Commissioners' Hearing Room.

Commissioner Davis noted that while it is uncommon to reschedule meetings mid-year, this summer's CCAO meeting holds particular importance due to anticipated updates on the State budget bill and the Commissioners wish to be in attendance.

- A resolution to approve the by-laws for the South-Central Major Crimes Unit. The Governing Board for Major Crimes agreed to the by-laws on June 11, 2025.

Commissioner Davis addressed the bylaws for MCU and expressed gratitude to the Prosecutor's Office for their assistance in the process.

 A resolution from Economic & Workforce Development to approve the agreement between Aspyr and the South Central Ohio Workforce Partnership.
Fairfield County is the administrative and fiscal agent for the Area 20 Workforce

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Development Board/South Central Ohio Workforce Partnership and therefore approves any agreements.

- A resolution from the Engineer to approve the 2025 Drainage Maintenance Districts. The County Engineer, pursuant to R.C. 6137.03, conducts yearly inspections to determine necessary drainage improvements and provides those estimates to the Commissioners for approval.
- A resolution from Facilities to authorize the purchase of tables and chairs for the Sheridan Center. The tables and chairs are to be purchased from Loth Inc., a distributor under the Omnia Cooperative Purchasing Agreement.

Director Kochis stated that there were multiple proposals submitted for the chairs at the Sheridan center and that those chosen were the best price.

- Regional Planning has a resolution to approve an amendment to the development agreement for the Fairfield Career Center – New Lab Building. The amendment allows paid law enforcement/traffic controllers to monitor traffic entering and exiting the campus until proper signage has been installed.
- The Sheriff's Office has three resolutions. Two of the resolutions extend inmate housing agreements with Perry and Athens Counties until the end of 2025. The other resolution is for an agreement for a School Resource Officer for the Fairfield Union School District.
- Community Action has two agreements to approve mortgages through the Community Housing Impact and Preservation Program.

Magistrate Josh Horacek thanked the Commissioners for walking on the resolution from the Court of Common Pleas, noting that it is a recurring agreement with the State used to support supervision, treatment, and related services. He explained that the funds are accepted every two years and are valuable in helping to prevent recidivism.

# **Budget Review**

Mr. Hampson stated the sales tax revenue for June 2025 is up \$101,000 and year-to-date sales tax revenue is up over last year at this time. The year-over-year non-auto sales tax is also up.

Commissioner Davis stated he met with Mr. Hampson to review revenue numbers and will continue to do so.

# Calendar Review/Invitations Received

Items Requiring Response

Informational Items

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- Fairfield County Fair Legacy Video Taping, June 26, 2025, 9:15 a.m.
- FCFC Executive Meeting, June 27, 2025, 8:30 a.m., Fairfield County Agricultural Center, 831 College Ave., Lancaster
- Anchor Hocking Worker Appreciation Event, June 28, 2025, 1:00 p.m., Double Edge, 158 W. Chestnut St., Lancaster
- Ribbon Cutting, Grand Reopening of Kroger North Memorial Dr., July 11, 2025, 9:45 a.m., 1621 N. Memorial Dr., Lancaster

# **Correspondence**

- Lancaster Eagle Gazette, June 19, 2025, Jeff Barron, "Fairfield County Commissioners Concerned About Property Tax House Bill Proposal"
- Fairfield County Municipal Court, Criminal/Traffic Fees Collected Report, May 2025
- Correspondence Regarding Large Scale Solar Facilities

# Updates from Elected Officials and Department Heads

Treasurer Bahnsen stated that the tax bills for 2<sup>nd</sup> half collections were mailed last week and added that his office has already begun receiving payments.

Engineer Upp reported that crews are currently completing smaller maintenance culvert projects. Chip sealing is scheduled to begin in July, followed by the department's main project later in the summer. Additionally, two bridge replacement projects are set to begin.

Auditor Brown reported attending the leadership recognition event for Majors Bryan and Laura DeMichael last week. Her office is preparing for the Annual Comprehensive Financial Report (ACFR) and Popular Annual Financial Report (PAFR) audits and she highlighted the effective use of technology in the audit process. The statistical analysis for the sexennial update has also been completed.

Director Szabrak reported that Fairfield County Transit is offering free rides to designated cooling stations during the heat wave. He also noted that the budget contains language that may affect the Millersport data center, and he is collaborating with Senator Schaffer on ways to address this.

Commissioner Davis asked Director Szabrak if he was aware of the state budget timeline.

Director Szabrak was not aware of the timeline.

Commissioner Levacy explained that the Millersport data center would create more jobs than typical data centers which he believes should be taken into account by the legislators.

Director Kochis stated that his office is monitoring the heat wave closely. His office is also coordinating efforts to respond to the train derailment in Sugar Grove which fortunately was

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carrying gravel but will await the complete report of all materials that were being transported on the train.

Director Neeley stated that IT is working closely with the Board of Elections to ensure voter security.

Commissioner Davis asked Director Neeley if he had heard of any indication of potential threats to cybersecurity.

Director Neeley was not aware of any potential threats, but his office continually always operates with a heightened sense of security.

# Old Business

Commissioner Levacy thanked Bryan Everitt for his help in getting the Fairfield County Veterans Hall of Fame established as a 501c3.

#### New Business

Commissioner Levacy plans to attend the Anchor Hocking anniversary celebration and provide a proclamation.

#### Regular (Voting) Meeting

The Commissioners continued to their voting portion of the meeting with the following Commissioners present: Steve Davis and David Levacy. County employees present: Deputy County Administrator, Jeff Porter; Clerk to the Board of Commissioners, Rochelle Menningen; Communications & Information Coordinator, Bennett Niceswanger; Auditor, Dr. Carri Brown; Treasurer, Jim Bahnsen; JFS Director, Corey Clark; Budget Director, Bart Hampson; Facilities & EMA Director, Jon Kochis; Utilities Director, Tony Vogel; Assistant Prosecuting Attorney, Steven Darnell; Engineer, Jeremiah Upp; Magistrate, Josh Horacek; FCFC Manager, Tiffany Wilson; Planner, Josh Hillberry; Economic & Workforce Development Director, Rick Szabrak; IT Director, Dan Neeley; and Sheriff's Deputy, Kevin Romine. Also in attendance: Ray Stemen, Beth Cottrell, Chris Snider, Bryan Everitt, Jerry Starner, and Samantha Meadows.

Virtual Attendees: Shelby Hunt, Jennifer Morgan, Lori Hawk, Ashley Arter, Jessica Murphy, Henry, Shannon, Britney Lee, Lori Lovas, Andy Robberts, Lynette Barnhart, David Uhl, Brian Wolfe, and Joe Ebel.

#### **Announcements**

Clerk Menningen stated that there would be a walk-on resolution from the Court of Common Pleas. Additionally, she announced that county offices would be closed Friday, July 4, 2025, in observance of Independence Day.

Regular Meeting #25 - 2025 – June 24, 2025

# Approval of Minutes for June 17, 2025

On the motion of David Levacy and the second of Steve Davis, the Board of Commissioners voted to approve the Minutes for Tuesday, June 17, 2025, meeting.

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

# Approval of a Resolution from the Fairfield County Commissioners

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

2025-06.24.a	A Resolution Amending Resolutions 2024-12.03.a and 2025-04.22.a, Establishing the Fairfield County Board of Commissioners' 2025 Review Session and Regular Meeting Dates, and Special Meeting Dates
2025-06.24.b	A Resolution to Approve the June 11, 2025, By-Laws for the South Central Major Crimes Unit
2025-06.24.c	A Resolution to Appropriate from Unappropriated Funds in a Major Expenditure Object Category for Fund #2591, HOME Program Income
2025-06.24.d	A Resolution to Approve a Memo Transactions for Interest Allocation Reimbursements for Fairfield Department of Health, Fairfield County Parks, & Fairfield County Port Authority, Fund #7012, #7321, #7308, & #7865
2025-06.24.e	A Resolution of Conversion of Prior Year 2024 Encumbrance (X-mode) to Current Year Appropriation and Appropriate from Unappropriated Expenditure Object Category, Fund #2876

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

# Approval of Resolutions from Fairfield County Economic & Workforce Development

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

2025-06.24.f	Approval for Amendment and One Year Renewal of Space Use Agreement between Fairfield County Commissioners and TeenWorks, LLC at the Fairfield County Workforce Center
2025-06.24.g	A Resolution to Approve an Amendment to the Aspyr and South Central Ohio Workforce Partnership Agreement

Regular Meeting #25 - 2025 - June 24, 2025

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

#### Approval of a Resolution from the Fairfield County Engineer

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

2025-06.24.h A Resolution to Submit Drainage Improvement Estimates

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

#### Approval of a Resolution from Fairfield County Facilities

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

2025-06.24.i A Resolution Authorizing the Approval of an Agreement for the Purchase of Tables and Chairs for the Sheridan Center with Loth Inc.

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

# Approval of a Resolution from Fairfield County Job and Family Services

On the motion of David Levacy and the second of Steve Davis, the Board of Commissioners voted to approve the following resolution from Fairfield County Job and Family Services:

2025-06.24.j A Resolution to Approve a Memo Receipt and Expenditure for Fairfield County Job & Family Services, Fund #2599, Reimbursing Fund #2018

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

# Approval of a Resolution from the Fairfield County Meals on Wheels/Older Adult Agency

On the motion of David Levacy and the second of Steve Davis, the Board of Commissioners voted to approve the following resolution from the Fairfield County Meals on Wheels/Older Adult Agency

2025-06.24.k A Resolution to Appropriate from Unappropriated Funds in Major Expenditure Object Categories for Meals on Wheels-OAAFC, Inc., Fund #2617

Regular Meeting #25 - 2025 – June 24, 2025

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

### Approval of a Resolution from the Fairfield County Regional Planning Commission

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

2025-06.24.1 A Resolution to Approve an Amendment of Paragraph 1.12 of the Development Agreement for the Fairfield Career Center, New Lab Building subdivision

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

# Approval of Resolutions from the Fairfield County Sheriff

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

2025-06.24.m	A Resolution Authorizing the Approval of a Contract Extension between 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 Athens County Sheriff (Athens Sheriff), for Housing Prisoners in the Fairfield County Jail
2025-06.24.n	A Resolution Authorizing the Approval of a Contract Extension with the Fairfield County Board of Commissioners (Fairfield BCC), the Fairfield County Sheriff's Office (Fairfield Sheriff) and the Perry County Board of Commissioners (Perry BCC) and the Perry County Sheriff (Perry Sheriff) for Housing Prisoners in the Fairfield County Jail
2025-06.24.0	A Resolution Authorizing the Approval of a Service Agreement by and between Fairfield County Sheriff's Office and the Fairfield Union School District

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

#### Approval of a Resolution from the Fairfield County Treasurer

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

2025-06.24.pA Resolution to Appropriate from Unappropriated in a Major Expenditure<br/>Object Category for the Treasurer, Fund #1080, Trust UnclaimedRegular Meeting #25 - 2025 - June 24, 2025- 8 -

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

# Approval of Resolutions from the Lancaster-Fairfield Community Action Agency

On the motion of David Levacy and the second of Steve Davis, the Board of Commissioners voted to approve the following resolutions from the Lancaster-Fairfield Community Action Agency:,

2025-06.24.q	A Resolution Authorizing the Approval of the Mortgage on a Program Year 2023, Community Housing Impact and Preservation Program (CHIP), Rehab Construction for Natasha Watkins
2025-06.24.r	A Resolution Authorizing the Approval of the Mortgage on a Program Year 2023, Community Housing Impact and Preservation Program (CHIP), Rehab Construction for Stacy Souders

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

# Approval of a Resolution from the Fairfield County Court of Common Pleas

On the motion of David Levacy and the second of Steve Davis, the Board of Commissioners voted to approve the following resolution from the Fairfield County Court of Common Pleas:

2025-06.24.t A resolution authorizing acceptance of the Community Corrections Grant Agreement with ODRC for State Fiscal Years 2025 and 2026

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

#### Approval of the Payment of Bills

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

2025-06.24.s A Resolution Authorizing the Approval of Payment of Invoices for Departments that Need Board of Commissioners' Approval

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

## Adjournment

With no further business, on the motion of David Levacy and the second of Steve Davis, the Board of Commissioners voted to adjourn at 9:53 a.m. Regular Meeting #25 - 2025 – June 24, 2025 – 9 -

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

The next Regular Meeting is scheduled for 9:00 a.m. on Tuesday, July 8, 2025, Commissioners' Hearing Room, 210 E. Main St., Lancaster, OH.

Motion by: David Levacy

Seconded by: Steve Davis

that the June 24, 2025, minutes were approved by the following vote:

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

Clerk

\*Approved on July 8, 2025 ∠Jeff H Commissie

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Rochelle Menningen,

Steve Davis Commissioner

David Levacy

NAYS: None

Commissioner

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# REVIEW AGENDA

# BOARD OF COMMISSIONERS

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

County Administrator Aundrea N. Cordle

Deputy County Administrator Jeffrey D. Porter

1. Review

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

**Tuesday, June 24, 2025** 

9:00 a.m.

Clerk Rochelle Menningen

# 2. Welcome

# 3. Public Comments

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

# 4. Legal Update

# 5. County Administration Update

- a. Week in Review
- b. Highlights of Resolutions
- c. Budget Review
- d. Calendar Review/ Invitations Received
  - i. Fairfield County Fair Legacy Video Taping, June 26, 2025, 9:15 a.m.
  - ii. FCFC Executive Meeting, June 27, 2025, 8:30 a.m., Fairfield County Agricultural Center, 831 College Ave., Lancaster
  - iii. Anchor Hocking Worker Appreciation Event, June 28, 2025, 1:00 p.m., Double Edge, 158 W. Chestnut St., Lancaster
  - iv. Ribbon Cutting, Grand Reopening of Kroger North Memorial Dr., July 11, 2025, 9:45 a.m., 1621 N. Memorial Dr., Lancaster
- e. Correspondence
  - i. *Lancaster Eagle Gazette*, June 19, 2025, Jeff Barron, "Fairfield County Commissioners Concerned About Property Tax House Bill Proposal"
  - ii. Fairfield County Municipal Court, Criminal/Traffic Fees Collected Report, May 2025
  - iii. Correspondence Regarding Large Scale Solar Facilities

# 6. Updates from Elected Officials and Department Heads

# SERVE • CONNECT • PROTECT



REVIEW AGENDA

# BOARD OF COMMISSIONERS

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

County Administrator Aundrea N. Cordle

Deputy County Administrator Jeffrey D. Porter

> Clerk Rochelle Menningen

- 7. Old Business
- 8. New Business
- 9. Regular (Voting) Meeting
- 10. Adjourn

# SERVE • CONNECT • PROTECT

Project/Category		As of 6/18/25 Appropriations	As of 6/18/25 Expenditure	As of 6/18/25 Obligation
Public Health				
R15a	Public Health, PPE	199.90	199.90	0.00
R16a	Public Health, Medical Expenses	206,838.33	206,838.33	0.00
R16b	Public Health, COVID Medial Costs County Benefits Program	399,949.66	399,949.66	0.00
R17a	Public Health, Vaccination Clinic and Related Expenses	66,362.57	66,362.57	0.00
R17b	Public Health, Capital Investments and Public Facilities of the County	3,426,059.58	3,424,899.58	1,160.00
R17c	Public Health, Capital Investment for Air Quality Improvements	56,674.00	56,674.00	0.00
R17d	Public Health, Capital Investment for Health Equipment, Mobile Morgue	49,498.87	49,498.87	0.00
R17e	Public Health, Capital Investment for Sheriff Cruiser to Respond to Increased Violence	54,250.98	54,250.98	0.00
R18a	Professional Communications on Behalf of the Board of Health	34,577.94	34,577.94	0.00
R18b	Public Health, Creation of a Community Health Assessment (CHA)	48,943.10	48,943.10	0.00
R19a	Public Safety Payroll Support	1,545,884.42	1,545,884.42	0.00
R19b	Public Health Payroll Support	185,406.39	185,406.39	0.00
R19c	Other Public Sector Payroll Support	275,236.47	275,236.47	0.00
R110a	Mental and Behavioral Health	0.00	0.00	0.00
Subtotal Public Health		6,349,882.21	6,348,722.21	1,160.00
Negative Economic Impacts				
R210a	Emergency Assistance for Non- Profit Organizations, a Subgrant to the City of Lancaster	0.00	0.00	0.00
R210b	Emergency Assistance for Non- Profits, Subgrant The Lighthouse	120,000.00	120,000.00	0.00
R210c	Salvation Army	500,000.00	500,000.00	0.00
R210d	Habitat for Humanity	610,000.00	610,000.00	0.00

Project/Category		As of 6/18/25 Appropriations	As of 6/18/25 Expenditure	As of 6/18/25 Obligation
R210e	ADAMH/LSS Housing Projects	3,000,000.00	1,216,149.23	1,783,850.77
R210f	Harcum House	100,000.00	100,000.00	0.00
R210g	Fairhope Hospice	100,000.00	100,000.00	0.00
R210h	Housing Project	700,000.00	700,000.00	0.00
R210i	Lancaster Festival	100,000.00	100,000.00	0.00
R211a	Subgrant for Tourism, Support for the Fairfield County Fair	499,996.00	499,996.00	0.00
R211b	Aid to Tourism, Travel, Hospitality	18,278.01	18,278.01	0.00
R29a	Emergency Assistance Business Planning	146,829.87	146,829.87	0.00
R213a	Support for Agriculture and the Growing Community	35,000.00	35,000.00	0.00
R213b	Technical Assistance for Townships & Others	399,354.84	399,354.84	0.00
R213c	Contracts for Services to Support Residents Suffering Effects of the Pandemic	96,700.00	96,700.00	0.00
Subtotal Negative Economic Impacts		6,426,158.72	4,642,307.95	1,783,850.77
R310a	Housing Support, Affordable Housing Strategic Plan	39,554.00	39,554.00	0.00
Subtotal Services Disproportionately Impacted Communities				
Premium Pay		39,554.00	39,554.00	0.00
R41a	Premium Pay, Premium Pay for Emergency Management Agency Workers	27,907.72	27,907.72	0.00
Subtotal Premium Pay		27,907.72	27,907.72	0.00

Project/Category		As of 6/18/25 Appropriations	As of 6/18/25 Expenditure	As of 6/18/25 Obligation
Infrastructure				
R52a	Clean Water: Centralized Collection and Conveyance, Airport	550,210.54	550,210.54	0.00
R52b	Clean Water: Centralized Collection and Conveyance, Walnut Creek Sewer District	750,000.00	750,000.00	0.00
R52c	Clean Water: Centralized Collection and Conveyance, Regional Lift Station	2,761,835.85	2,557,176.53	204,659.32
R56a	Clean Water, Stormwater	539,895.00	539,895.00	0.00
R511a	Drinking Water: Transmission/Distribution, Grant Hampton	800,318.61	800,318.61	0.00
R511b	Drinking Water: Transmission/Distribution, Airport	100,805.00	100,805.00	0.00
R511c	Drinking Water: Transmission/Distribution, Greenfield	221,535.69	221,535.69	0.00
R511d	Drinking Water: Transmission/Distribution, Baltimore	613,000.00	613,000.00	0.00
R511e	Drinking Water: Transmission/Distribution, Pleasantville	834,000.00	780,162.36	53,837.64
R516a	Broadband, "Last Mile" Projects	0.00	0.00	0.00
Subtotal Infrastructure		7,171,600.69	6,913,103.73	258,496.96
Revenue Loss				
R61a	SaaS and Technological Equipment	369,959.32	369,959.32	0.00
R61b	Recorder Document Scanning	337,984.72	337,984.72	0.00
R61c	Clerk of Courts Case Management	375,000.00	375,000.00	0.00
R61d	MARCS Tower Project	566,210.00	566,210.00	0.00

Project/Category		As of 6/18/25 Appropriations	As of 6/18/25 Expenditure	As of 6/18/25 Obligation
R61e	Dispatch Consoles	543,820.85	543,820.85	0.00
R61f	Fairfield Center Purchase	2,708,752.85	2,708,752.85	0.00
R61g	Fairfield Center Renovation	3,344,528.02	3,225,277.92	119,250.10
R61h	Community School Attendance Program	501,137.00	501,137.00	0.00
R61i	Workforce Center Expansion	0.00	0.00	0.00
R61j	Smart Growth	197,657.97	197,657.97	0.00
R61k	United Way and Dolly Parton's Imagination Library	25,000.00	25,000.00	0.00
R61I	Auditor Historical Records Scanning	0.00	0.00	0.00
R61m	Engineer's Radios	80,000.00	80,000.00	0.00
R61n	Auditor Printers	4,357.66	4,357.66	0.00
R61o	Auditor Copiers	11,983.30	11,983.30	0.00
R61p	Bremen ADA Ramps	26,954.00	26,954.00	0.00
R61q	Transportation School Education Vehicles	38,357.90	38,357.90	0.00
R61r	Safety and Security	454,622.00	454,656.40	5.60
R61s	MAPSYS Custom Taxing Authority Management Application	52,433.00	48,000.00	4,433.00
R61t	County Radios	61,537.50	60,735.41	802.09
R61u	Transportation	243,000.00	243,000.00	0.00
R61v	Transportation Rebranding	20,057.45	0.00	20,057.45
R517a	Beavers Field Utilities	36,606.46	36,606.46	0.00
Revenue Loss		10,000,000.00	9,855,451.76	144,548.24

From the \$30,606,902.00 received as the first and second tranche of fiscal recovery funds. \$30,606,902.00 has been appropriated, \$28,277,496.34 expended, \$2,188,055.97 encumbered or obligated.

Project/Category		As of 6/18/25 Appropriations	As of 6/18/25 Expenditure	As of 6/18/25 Obligation
Administration				
R71a	Administrative Expenses	591,798.66	450,448.97	0.00
Subtotal Administration		591,798.66	450,448.97	0.00
Grand Total		\$30,606,902.00	\$28,277,496.34	\$2,188,055.97

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#### ADMINISTRATIVE AUTHORITY ITEMS FAIRFIELD COUNTY COMMISSIONERS' OFFICE JUNE 16, 2025 TO June 22, 2025

Fairfield County Commissioners

- AA.06.17-2025.a An Administrative Approval for the payment(s) of the United Health Care (UHC) invoice for the Fairfield County Self-Funded Health Benefits Program – Fairfield County Board of Commissioners [Commissioners]
- AA.06.17-2025.g An Administrative Approval for the payment of invoices for departments that need Board of Commissioners' approval and have bills presented that are not more than \$77,250 per invoice. [Commissioners]

Fairfield County Emergency Management Agency

AA.06.17-2025.b An Administrative Approval authorizing the pricing agreement for Modern Office Methods with Fairfield County for the purchase of a Copier [EMA]

Fairfield County Family and Children First Council

- AA.06.17-2025.d Administrator Approval of Subrecipient Commitments between the Fairfield County Family and Children First Council and the Research Institute at Nationwide Children's Hospital for State Fiscal Year 2026 [Family and Children First Council]
- AA.06.17-2025.e An Administrative Approval approving an Affirmation and Disclosure form for Family and Children First Council for State Fiscal Year 2026 [Family and Children First Council]

Fairfield County Human Resources

AA.06.17-2025.c An administrative approval to approve an order of removal. [Fairfield County Human Resources]

Fairfield County Juvenile/Probate Court

- AA.06.18-2025.a An Administrative Approval for the approval of the Fairfield County Juvenile Court's Lease with Connexion West. [Juvenile/Probate Court]
- AA.06.18-2025.b An Administrative Approval for a Memorandum of Understanding Among the Fairfield County Juvenile Court and Fairfield County Educational Service Center for Fairfield County Educational Service Center Truancy Intervention Program [Juvenile/Probate Court]

Fairfield County Sheriff

AA.06.17-2025.f An Administrative Approval to enter into a grant agreement with the Ohio Department of Natural Resources. [Sheriff]

After an extensive renovation of just over three months, we are thrilled to announce the grand reopening and ribbon-cutting ceremony for our Kroger Lancaster store on North Memorial Drive! We invite you to join us on the morning of July 11<sup>th</sup> for the event at 1621 N. Memorial Drive.

The newly remodeled 103,531-square-foot store now features many improvements, such as an updated Sushi department, an expanded Produce section with new cases, Artisan Bread department enhancements, and more. Additionally, the Lancaster Kroger will now feature a brand-new Deli Olive Bar.

The ribbon-cutting ceremony will take place at the Lancaster store, located at 1621 N. Memorial Drive, on Friday, July 11<sup>th</sup> and will begin at 10 AM. We ask that you please arrive by 9:45 AM to explore the expansion updates and then participate in the ribbon cutting. Store leader, Natashia Neal, and I look forward to personally greeting you. We sincerely hope you can join us!

Please RSVP to this email by Monday, July 7<sup>th</sup>. We look forward to hearing from you!

Sincerely,

Mark

# Mark Bruce | Corporate Affairs Manager

The Kroger Co. office: 614-898-3256



# LOCAL

# Fairfield County commissioners concerned about property tax house bill proposal



Lancaster Eagle-Gazette June 19, 2025

- Commissioner Jeff Fix said House Bill 335 would be traumatic to county
- Commissioner Steve Davis said if passed into law it would mean "almost immediate and drastic reductions in revenue for every school system in the county."

LANCASTER – Fairfield County commissioner Steve Davis said he's concerned about possible state budget changes that could affect the local area.

He said he's specifically talking about House Bill 335, which is proposed to reduce property taxes in Ohio. Davis said if passed into law, it would mean "almost immediate and drastic reductions in revenue for every school system in the county."

The bill would be in the new state budget, which Gov. Mike DeWine must sign into law by June 30.

The Columbus Dispatch reported that Reps. David Thomas, R-Jefferson, and Bill Roemer, R-Richfield, introduced House Bill 335 to eliminate the inside millage, the amount homeowners can be taxed without voter approval. <u>The Ohio Constitution</u> allows local governments to levy up to 10 mills – or 1% of a property's value – before going to the ballot.

At the June 17 county commission meeting, Commissioner Jeff Fix said the bill would be traumatic if it became law in the next state budget.

"It's not a bad goal and I'm not down on the goal," Davis said. "It's just the way this is designed; it's just kind of a cliff situation. The inside millage is gone almost immediately. And then the responses to try to recover from that have continuity of services, that's where the challenge is."

Davis said inside millage is unvoted property tax or a property tax the state allows to be used by school districts and local governments. He said most of it goes to school districts, but that the county could lose almost \$16 million per year. Davis said about \$11 million of that would come from the county's general fund budget, or an 18% or 19% revenue reduction. "That's a big number," he said. "It's a hard one."

Davis said school systems, particularly the large ones in Lancaster and Pickerington, could each lose several million dollars.

He said the county and cities and villages would also suffer.

"There is a lot going on," Fix said. "Change is coming. We know that property taxes have gotten out of control. They have two weeks yet to figure out what they're going to do with the budget. Once they've done that, we'll have a much more clear understanding of what we have to do, and we'll have those conversations at that time."



Davis said, "a number of us are trying to just understand what the world looks like if this actually happened."

He said local officials' main goal is the continuity of services the county provides.

Could the county cut services if HB 335 becomes law?

"In theory," Davis said. "But we have a very strong cash position, so we could bleed cash for a while if we have to. And then try to find our sea legs in the new environment, so to speak. But bleeding cash is a very short-sighted approach. We don't have all the answers yet. I've got people working on every possible scenario just to make sure that we don't fail to think about something."

jbarron@gannett.com 740-681-4340 Twitter/X: @jeffrey\_ba7142



# FAIRFIELD COUNTY MUNICIPAL COURT

136 West Main Street

Post Office Box 2390

Lancaster, Ohio 43130-5390

Telephone: 740-687-6621 E-mail: clerk@fcmcourt.org Web: www.fcmcourt.org

VALEDA A. SLONE Clork

June 18, 2025

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

RE: Fees collected in the Fairfield County Municipal Court, **Criminal/Traffic Division**, for the month of May, 2025.

10% OSP Fines	\$1,721.20
Regular Fines	
Uniform Fines	
Gross Overload	
50% Liquor Fines	
OVI Housing	
Sheriff's Department OVI	
Affidavit of Indigency	
Dog Fines	
Parks & Recreation	
Parks & Recreation OVI	
Witness Fees	
Expungement Fees	
Jury Fees	

TOTAL.....\$31,514.45

Sincerely, a Sine

Valeda A. Slone Clerk of Court

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

enclosures /tlh



June 9, 2025

William V. Fisher Catholic High School

Fairfield County Commissioners' Office<sup>nal Preparation for Life</sup> David Levacy, Steve Davis, and Jeff Fix RE: Case #24-0881-EL-BGN 210 E. Main Street Lancaster, OH 43130

Mr. Levacy, Mr. David, and Mr. Fix:

# RE: Support for the Carnation Solar Project - Case #24-0881-EL-BGN

Fisher Catholic High School strongly supports the development of the Carnation Solar Project in Fairfield County.

In the 2023-2024 school year, in conjunction with a community counseling agency, Fisher Catholic High School launched RUOK FC?! This week-long event provided our entire student body and staff with hands-on learning, information, and support related to mental health. With advertising and promotions, t-shirts, classes, and events, we experienced an unbelievably successful mental health awareness week! The first of its kind in Fairfield County, there was no question that we needed to continue to offer this as an annual opportunity. While the staff, energy and need were certain, the funding was a challenge.

For our second annual RUOK FC?! Week, it was Carnation Solar that made it possible. Their much-needed sponsorship allowed nearly 200 people to receive training, awareness, and education about mental health. We are not only grateful but hope for and need their continued support for this vital effort in our community.

For all of these reasons, Fisher Catholic High School respectfully urge your support for the Carnation Solar Project (Case #24-0881-EL-BGN).

Sincerely,

Dr. Sally Lozada Principal

Living with Christ in the Catholic tradition Individual and collective excellence in academics and extracurricular activities Forging life-long friendships Effecting change through service to our community

1803 Granville Pike Lancaster, Ohio 43130 Phone: (740) 654-1231 Fax: (740) 654-1233 Www.fishercatholic.org



June 20, 2025

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

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

Dear Commissioner,

We are contacting you to provide information about the Carnation Solar Project (the "Project"), the Ohio Power Siting Board ("OPSB") process, and upcoming public and evidentiary hearings for the Project.

# **About the Project**

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

Construction may begin as early as 2026, and commercial operations may begin as early as winter 2027. A map of the Project is provided below.





# **Ohio Power Siting Board Process**

Under Ohio Law, electric generating facilities capable of producing 50 MW or more must apply for a certificate of environmental compatibility and public need from the OPSB. The OPSB provides for a single unified process by which applicants can obtain a certificate to construct and operate an electric generating facility.

Carnation Solar has filed an application for a Certificate of Environmental Compatibility and Public Need to construct, operate, and maintain the Project in Case No. 24-0881-EL-BGN, which is now pending before the OPSB. Copies of the application were served upon the Fairfield County Board of Commissioners, Amanda Township Board of Trustees, Fairfield Soil and Water Conservation District, and Fairfield County Regional Planning Commission. A copy of the application was also provided to and is available for public review at the Fairfield County District Library located in Lancaster, Ohio. The full case record, including PDFs of the application, can be found via the OPSB's website at:

https://dis.puc.state.oh.us/CaseRecord.aspx?CaseNo=24-0881. A copy of the application is also available for inspection at the Board offices. Alternately, a link to the OPSB's website with the full case record can be found via the Project's website at: <a href="https://geronimopower.com/in-development/carnation-solar/">https://geronimopower.com/in-development/carnation-solar/</a>.



To obtain additional information about obtaining a hard copy of the application or to request help accessing electronic records, you can reach Carnation Solar directly at carnationsolar@geronimopower.com or 740-761-7879. Information on how to request an electronic or paper copy of the application is available on the Project website: <a href="https://geronimopower.com/in-development/carnation-solar/">https://geronimopower.com/in-development/carnation-solar/</a>. The Board's contact information is as follows:

Ohio Power Siting Board 180 E Broad St Columbus, OH 43215 Phone: (866) 270-6772 opsb.ohio.gov contactopsb@puco.ohio.gov

# **Ohio Power Siting Board Criteria**

The Board utilizes the following criteria for reviewing an application for a major utility facility pursuant to R.C. 4906.10(A):

- 1. The basis of the need for the facility if the facility is an electric transmission line or gas pipeline;
- 2. The nature of the probable environmental impact;
- 3. That the facility represents the minimum adverse environmental impact, considering the state of available technology and the nature and economics of the various alternatives, and other pertinent considerations;
- 4. In the case of an electric transmission line or generating facility, that the facility is consistent with regional plans for expansion of the electric power grid of the electric systems serving this state and interconnected utility systems and that the facility will serve the interests of electric system economy and reliability;
- 5. That the facility will comply with Revised Code Chapters 3704, 3734, and 6111 and all rules and standards adopted under those chapters and under R.C. 4561.32. In determining whether the facility will comply with all rules and standards adopted under R.C. 4561.32, the Board shall consult with the Office of Aviation of the Division of Multi-Modal Planning and programs of the Department of Transportation under R.C. 4561.341;
- 6. That the facility will serve the public interest, convenience, and necessity;
- 7. The impact on the viability as agricultural land of any land in an existing agricultural district established under R.C. Chapter 929 that is located within the site and alternative site of the proposed major utility facility. Rules adopted to evaluate impact under division (A)(7) of this section shall not require the



compilation, creation, submission, or production of any information, document, or other data pertaining to land not located within the site and alternative site; and

8. That the facility incorporates maximum feasible water conservation practices as determined by the Board, considering available technology and the nature and economics of the various alternatives.

# **Notification of Public Hearings**

Pursuant to R.C. 4906.07, the public will be given an opportunity to comment on the proposed Project. The public hearing for this proceeding shall consist of two parts:

- 1. A local public hearing, pursuant to R.C. 4906.08(C), where the Board shall accept written or oral testimony from any person on August 11, 2025, at 5:00 p.m., at Amanda Clearcreek High School, 328 E Main St, Amanda, OH 43102; and
- 2. An evidentiary hearing commencing on September 9, 2025, at 10:00 a.m., Hearing Room 11-A, at the offices of the Public Utilities Commission of Ohio, 180 East Broad Street, Columbus, Ohio 43215. The purpose of the evidentiary hearing is for Applicant, Staff, and any intervenors to provide evidence regarding the Application.

#### Intervention

Petitions to intervene in the evidentiary hearing will be accepted by the Board up to 30 days following service of the notice required by R.C. 4906.06(C) and Ohio Adm.Code 4906-3-09 or by July 25, 2025, whichever is later. However, the Board strongly encourages interested persons who wish to intervene in the evidentiary hearing to file their petitions as soon as possible. Petitions should be addressed to Docketing Division, the Ohio Power Siting Board, 180 East Broad Street, Columbus, Ohio 43215-3793 with a reference to Case No. 24-881-EL-BGN.

Carnation Solar is happy to discuss any questions about the Project. Please contact us at carnationsolar@geronimopower.com or by calling us at: 740-761-7879.

Sincerely,

Courtney Whiteworth

Courtney Whitworth Permitting Lead

Chris Snider

Chris Snider Developer

#### REGULAR MEETING #25 - 2025 FAIRFIELD COUNTY COMMISSIONERS' OFFICE JUNE 24, 2025

#### AGENDA FOR TUESDAY, JUNE 24, 2025

Regular Meeting

Pledge of Allegiance

Announcements

Approval of Minutes for June 17, 2025

Commissioners

- 2025-06.24.a A Resolution Amending Resolutions 2024-12.03.a and 2025-04.22.a, Establishing the Fairfield County Board of Commissioners' 2025 Review Session and Regular Meeting Dates, and Special Meeting Dates [Commissioners]
- 2025-06.24.b A Resolution to Approve the June 11, 2025, By-Laws for the South Central Major Crimes Unit [Commissioners]
- 2025-06.24.c A Resolution to Appropriate from Unappropriated Funds in a Major Expenditure Object Category for Fund #2591, HOME Program Income [Commissioners]
- 2025-06.24.d A Resolution to Approve a Memo Transactions for Interest Allocation Reimbursements for Fairfield Department of Health, Fairfield County Parks, & Fairfield County Port Authority, Fund #7012, #7321, #7308, & #7865 [Commissioners]
- 2025-06.24.e A Resolution of Conversion of Prior Year 2024 Encumbrance (X-mode) to Current Year Appropriation and Appropriate from Unappropriated Expenditure Object Category, Fund #2876 [Commissioners]

Fairfield County Economic & Workforce Development

- 2025-06.24.f Approval for Amendment and One Year Renewal of Space Use Agreement between Fairfield County Commissioners and TeenWorks, LLC at the Fairfield County Workforce Center [Economic & Workforce Development]
- 2025-06.24.g A Resolution to Approve an Amendment to the Aspyr and South Central Ohio Workforce Partnership Agreement [Economic & Workforce Development]

Fairfield County Engineer

2025-06.24.h A Resolution to Submit Drainage Improvement Estimates [Engineer]

Fairfield County Facilities

2025-06.24.i A Resolution Authorizing the Approval of an Agreement for the Purchase of Tables and Chairs for the Sheridan Center with Loth Inc. [Facilities]

Fairfield County Job and Family Services

2025-06.24.j A Resolution to Approve a Memo Receipt and Expenditure for Fairfield County Job & Family Services, Fund #2599, Reimbursing Fund #2018 [JFS]

Fairfield County Meals on Wheels/Older Adult Agency

2025-06.24.k A Resolution to Appropriate from Unappropriated Funds in Major Expenditure Object Categories for Meals on Wheels-OAAFC, Inc., Fund #2617 [Fairfield County Meals on Wheels/Older Adult Agency]

Fairfield County Regional Planning Commission

2025-06.24.I A Resolution to Approve an Amendment of Paragraph 1.12 of the Development Agreement for the Fairfield Career Center, New Lab Building subdivision [Regional Planning Commission]

Fairfield County Sheriff

- 2025-06.24.m A Resolution Authorizing the Approval of a Contract Extension between 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 Athens County Sheriff (Athens Sheriff), for Housing Prisoners in the Fairfield County Jail [Sheriff]
- 2025-06.24.n A Resolution Authorizing the Approval of a Contract Extension with the Fairfield County Board of Commissioners (Fairfield BCC), the Fairfield County Sheriff's Office (Fairfield Sheriff) and the Perry County Board of Commissioners (Perry BCC) and the Perry County Sheriff (Perry Sheriff) for Housing Prisoners in the Fairfield County Jail [Sheriff]
- 2025-06.24.0 A Resolution Authorizing the Approval of a Service Agreement by and between Fairfield County Sheriff's Office and the Fairfield Union School District [Sheriff]

Fairfield County Treasurer

2025-06.24.p A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for the Treasurer, Fund #1080, Trust Unclaimed [Treasurer]

Lancaster-Fairfield Community Action Agency

- 2025-06.24.q A Resolution Authorizing the Approval of the Mortgage on a Program Year 2023, Community Housing Impact and Preservation Program (CHIP), Rehab Construction for Natasha Watkins [Community Action]
- 2025-06.24.r A Resolution Authorizing the Approval of the Mortgage on a Program Year 2023, Community Housing Impact and Preservation Program (CHIP), Rehab Construction for Stacy Souders [Community Action]

Payment of Bills

2025-06.24.s 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 July 8, 2025, 9:00 a.m.

Adjourn

2025-06.24.a

# A Resolution Amending Resolutions 2024-12.03.a and 2025-04.22.a, Establishing the Fairfield County Board of Commissioners' 2025 Review Session and Regular Meeting Dates, and Special Meeting Dates

**WHEREAS,** pursuant to Ohio Revised Code 305.06 the Board of County Commissioners, by resolution 2024-12.03.a, has established Board of County Commissioner Meeting dates, times, and locations for 2025; and

**WHEREAS,** the Board of County Commissioners wishes to change the time for the established August 26, 2025, meeting, and the date and time for the established September 9, 2025, Meeting.

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

**Section 1.** That the Board of County Commissioners approves changing the time of the August 26, 2025, Commissioners' Review Session and Regular Meeting, to 3:00 p.m.; and approves keeping the location established in resolution 2024-12.03.a.

**Section 2.** That the Board of County Commissioners approves changing the date and time of the September 9, 2025, meeting. The new date will be Thursday, September 4, 2025, and the time of the meeting will be 10:00 a.m. The location of the meeting will remain the same as established in resolution 2024-12.03.a.

**Section 2.** This resolution will be posted on the website.

**Section 3.** Any news media may request notification of all special and emergency meetings. All such requests shall be directed to the Clerk of the Board, who shall provide such notification as indicated in Sections 4 and 5 of this Resolution.

**Section 4.** For Special Commission meetings, the Commission will provide at least 24 hours' notice to requesting-media via email and will post the meeting on its website and on the bulletin board on the 3<sup>rd</sup> floor of the Administrative Courthouse located at 210 East Main Street.

2025-06.24.a

# A Resolution Amending Resolutions 2024-12.03.a and 2025-04.22.a, Establishing the Fairfield County Board of Commissioners' 2025 Review Session and Regular Meeting Dates, and Special Meeting Dates

**Section 5.** For Emergency Commission meetings, the Commission will immediately notify requesting media via email and will post the meeting on its website and on the bulletin board on the 3<sup>rd</sup> floor of the Administrative Courthouse located at 210 East Main Street.

Prepared by: Rochelle Menningen

#### Signature Page

Resolution No. 2025-06.24.a

A Resolution Amending Resolutions 2024-12.03.a and 2025-04.22.a, Establishing the Fairfield County Board of Commissioners' 2025 Review Session and Regular Meeting Dates, and Special Meeting Dates

(Fairfield County Commissioners)

This resolution has not yet been voted on.

#### CERTIFICATE OF CLERK

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

2025-06.24.b

# A Resolution to Approve the June 11, 2025, By-Laws for the South Central Major Crimes Unit

**WHEREAS,** the Fairfield-Hocking Major Crimes Investigations Unit was established in the year 2001, as a regional council of government pursuant to O.R.C. 167.01, to maintain a specialized covert major crimes unit for the discovery, apprehension and prosecution of violators of crimes found in Chapter 2925 of the O.R.C.; and

**WHEREAS,** the Fairfield-Hocking Major Crimes Investigations Unit by-laws from the year 2001 were adopted by the Fairfield County Board of Commissioners by resolution 02-01.15.aa; and

**WHEREAS,** on June 11, 2025, the regional councils of government formerly known as the Fairfield-Hocking Major Crimes Investigations Unit adopted new by-laws under O.R.C. 167.01, with the membership updated; and renaming the regional councils of government, the South Central Major Crimes Unit.

# 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 approve the attached June 11, 2025, by-laws of the South Central Major Crimes Unit, formerly known as the Fairfield-Hocking Major Crimes Investigations Unit.

Prepared by: Rochelle Menningen

# <u>BY-LAWS FOR THE SOUTH CENTRAL MAJOR CRIMES UNIT</u> (FORMERLY KNOWN AS THE FAIRFIELD-HOCKING MAJOR CRIMES INVESTIGATIONS UNIT)

# FAIRFIELD-PICKAWAY-HOCKING COUNTIES COUNCIL OF GOVERNMENTS ON MAJOR CRIMES INVESTIGATIONS

THISAGREEMENT made and entered into this  $\cancel{II}$  day of  $\cancel{J}$ . 2025, by and between the various political subdivisions within Fairfield, Pickaway, and Hocking Counties, Ohio, who are signatories to this Agreement or like counterparts.

*WHEREAS*, these political subdivisions within Fairfield, Pickaway, and Hocking counties are authorized to form a Regional Council of Governments by authority of Section 167.01 of the Ohio Revised Code; and,

*WHEREAS*, these political subdivisions within Fairfield, Pickaway, and Hocking counties are desirous of forming a Council of Governments, as authorized by Section 167.01 of the Ohio Revised Code, in relation to maintaining a specialized covert major crimes unit for the discovery, apprehension, and prosecution of violators of crimes found in Chapter 2925 of the Ohio Revised Code and other major crimes occurring within Fairfield, Pickaway, and Hocking counties, and those violators directly affecting Fairfield, Pickaway, and Hocking counties from surrounding counties; and,

*WHEREAS*, the political subdivisions within Fairfield, Pickaway, and Hocking counties are desirous of forming a Council of Governments, as authorized by Sections 167.01, et seq., of the Ohio Revised Code in relation to appropriating and expending the funds derived from various grant sources and local funds;

*NOW*, *THEREFORE*, the Fairfield-Pickaway-Hocking Counties Council of Governments on Major Crimes Investigations is established by the agreeing Fairfield, Pickaway, and Hocking counties political subdivisions, to be a regional council of governments under Chapter 167 of the Ohio Revised Code, to be regulated by the following approved By-laws:

#### **BY-LAWS**

#### I. <u>PURPOSE AND DUTIES</u>

A. The Fairfield-Pickaway-Hocking Counties Council of Governments on

Major Crimes Investigations, herein referred to as the "Council," is established to provide additional police protection to the citizens of Fairfield, Pickaway, and Hocking counties and to reduce the influence and effects of illegal drug trafficking activities, and other major crimes, into and within Fairfield, Pickaway, and Hocking counties.

B. The Council is established to provide the necessary planning, cooperation, direction, and administration of a multi-jurisdictional approach to combating drug abuse, illegal drug trafficking and other major crimes associated with drug abuse and illegal drug trafficking.

C. The Council is established to operate a specialized covert major crimes unit and/or to foster and enter into agreements with Fairfield, Pickaway, and Hocking counties organized law enforcement agencies for the purposes stated herein; approving and coordinating the covert law enforcement operation in conformity with the interest of the public and law enforcement organization, and approving and coordinating the effective utilization of the covert units personnel in consideration of the needs of all law enforcement organizations within Fairfield, Pickaway, and Hocking counties for undercover law enforcement agents.

# II. <u>POWERS</u>

The Council shall have such powers as are set forth in Chapter 167 of the Ohio Revised Code and these By-laws.

#### III. POLICY BODIES AND MEMBERSHIP

The Council shall have two bodies, the Governing Board and an Operating Board.

A. The Governing Board.

1. <u>Membership</u>. The membership shall consist of the following:

(a) <u>County</u>. Fairfield County and Pickaway County shall each have one voting representative, which shall be a County Commissioner or a designee;

(b) <u>Cities</u>. The City of Lancaster shall have one voting representative and the City of Logan shall have one voting representative. Said representative shall be the Mayor or City Manager, or a designee.

2. Qualifications for Membership. Members representing a sub-division
on either of the two policy Boards (Governing Board and Operating Board) may not be designated as a representative on the remaining policy body.

3. <u>Quorum</u>. A quorum of the Governing Board shall consist of simple majority.

4. <u>Officers</u>. The Governing Board, by a majority of those present and voting, shall elect a Chairman, Vice-Chairman, and Secretary. Terms shall be for one year or until a successor is duly elected.

Upon vacancy occurring in the office of Chairman, the Vice-Chairman shall automatically become the Chairman for the balance of the unexpired term. Upon a vacancy occurring in the office of Vice-Chairman and/or Secretary, the Governing Board shall select a Vice-Chairman and/or Secretary to serve the balance of the unexpired term.

5. <u>Routine Voting</u>. Unless otherwise specified, voting in the Governing Board on any question for passage will require and affirmative vote from the majority of those present and voting.

6. <u>Meetings</u>. The Governing Board shall meet at least once a year, or upon the call of its Chairman or twenty percent of the voting representatives of the Governing Board. The Governing Board may also meet at the request of the Operating Board.

7. <u>Powers</u>. All powers are reserved to the Governing Board except those delegated to the Operating Board under the By-laws, or by Resolution of the Governing Board. The power of the Governing Board shall also include:

a) Adopt and/or amend By-laws;

b) Propose, initiate, or approve any study, policy, discussion, plan, or other matters related to the Council;

c) Resolve membership questions;

d) Make an annual report of its activities to the members governments;

e) Ratify and approve the employment and termination of Fairfield-Pickaway-Hocking Counties Council of Governments on Major Crimes Investigations agency staff; 5. <u>Meetings</u>. The Operating Board will meet at least monthly, or on the call of its Chairman, or at the direction of the Governing Board, or upon the call of three voting representatives of the Operating Board.

6. <u>Responsibilities</u>. The functions and responsibilities of the Operating Board shall include:

a) Approve studies and plans and provide implementation of such plans for day-to-day operations for the Fairfield-Pickaway-Hocking Counties Council of Governments on Major Crimes Investigations.

b) Handle all routine matters of the Fairfield-Pickaway-Hocking Counties Council of Governments on Major Crimes Investigation; including, but not limited to, expenditures within the authorized annual budget.

c) Submit any resolutions passed to the Governing Board.

d) Appoint special committees to deal with the above functions and responsibilities, if necessary.

e) Develop and present to the Governing Board the annual budget for the Fairfield-Pickaway-Hocking Counties Council of Governments on Major Crimes Investigation.

f) Submit for approval and ratification all staff employment and termination matters to the Governing Board.

g) Approve all personnel matters including disciplinary actions.

IV. <u>FINANCE</u>

<u>Fiscal Year</u>. The fiscal year of the Fairfield-Pickaway-Hocking Counties Council of Governments on Major Crimes Investigation shall commence on January 1.

<u>Annual Audit</u>. The Governing Board shall cause an Annual Audit to be performed by the Ohio Auditor of State, or a certified public accountant, of the financial affairs of the Fairfield-Pickaway-Hocking Counties Council of Governments on Major Crimes Investigation

#### V. <u>PARLIAMENTARY AUTHORITY</u>.

The rules contained in <u>Robert's Rule of Order Revised</u> shall govern the Governing Board and the Operating Board of this Organization in all cases to which they are applicable, and in which they are not inconsistent with the hy-laws or the special rules of this Council.

#### VI. <u>AMENDMENT OF BY-LAWS</u>.

An amendment to the By-laws may be presented at any meeting of the Governing Board but shall not be considered for passage until the following meeting, which said meeting shall be scheduled within the next thirty days. The text of the proposed amendment shall accompany the written notice of the meeting and shall be mailed to the members at least ten (10) days before said meeting. An affirmative vote of not less than three quarters of the membership shall be required for passage. Such amendments, upon proper passage, shall be printed and added to this agreement as an addendum.

## VII. <u>PLAN FOR DISTRIBUTION OF ASSESTS OF THE FAIRFIELD-HOCKING COUNTIES COUNCIL OF GOVERNMENTS OF MAJOR</u> <u>CRIMES INVESTIGATION.</u>

Assets which come into the possession of the Operating Board through mandatory fines or forfeitures shall be distributed as follows:

1) Except as otherwise directed by resolution adopted by the Operating Board, by majority vote, these assets are to remain in the collective possession of the Operating Board for the purpose of the operations of the Fairfield-Pickaway-Hocking Counties Council of Governments on Major Crimes Investigation;

2) Assets not retained by the Operating Board shall be distributed to law enforcement agencies as between the counties on the following basis: Fairfield County, sixty-five percent (65%); Pickaway County, twenty-four percent (24%); and Hocking County, eleven percent (11%);

3) Unless otherwise agreed to in writing, Operating Board member agencies from Hocking County shall each receive an equal share of the assets distributed;

4) Unless otherwise agreed to in writing, Operating Board member agencies from Fairfield County shall each receive an equal share of the assets distributed;

5) Unless otherwise agreed to in writing, Operating Board member agencies from Fairfield County shall each receive an equal share of the assets

distributed;

In the event of disbandment of the unit, the following agreement shall govern: (I) all forfeited property will be disbursed to member agencies by the abovereferenced, pre-determined, and agreed upon plan, unless otherwise agreed to in writing; and (2) any remaining assets under the control and/or direction of the Council shall be distributed equally to the members of the Governing Board, but only after the outstanding liabilities owed by the Council, including reimbursement to members for in-kind contributions given, are fully paid and satisfied.

THIS AGREEMENT SHALL TAKE EFFECT AND BE IN FORCE FROM AND AFTER THE DATE OF EXECUTION BY A MAJORTIY IN POPULATION OF THE PARTICIPATING SUBDIVISIONS.

PICKAWAY COUNTY BOARD FAIRFIELD COUNTY BOARD OF COUNTY COMMISSIONERS OF COUNTY COMMISSIONERS By By Re THE CITY OF LOGAN THE CITY OF LANCASTER Bv By

Signature Page

Resolution No. 2025-06.24.b

A Resolution to Approve the June 11, 2025, By-Laws for the South Central Major Crimes Unit

(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.

2025-06.24.c

# A resolution to appropriate from unappropriated funds in a major expenditure object category for fund# 2591 HOME Program Income.

**WHEREAS,** appropriations are needed for HOME program income eligible expenses; and

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

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

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

\$ 29,000 contractual services 12259100

# A resolution to appropriate from unappropriated funds in a major expenditure object category for fund# 2591 HOME Program Income.

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

#### Section 1.

\$29,000 12259100 530000 contractual services

**Section 2.** Issue an Amended Certificate in the amount \$28,000 to credit of fund # 2591.

**Section 3.** Request that the Fairfield County Auditor, on behalf of the Budget Commission, update receipt line 12259100 436700 in the amount of \$28,000.

#### Signature Page

Resolution No. 2025-06.24.c

A Resolution to Appropriate from Unappropriated Funds in a Major Expenditure Object Category for Fund #2591, HOME Program Income

(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.

2025-06.24.d

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

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

**WHEREAS**, the Treasurer's Office has balanced interest on all funds for the month of May 2025.

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

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

72730800 436100	Parks Interest Income	\$ 371.47
71701247 436100	WIC Interest Income	\$ 256.85
71732153 436100	Bioterrorism Interest Income	\$ 661.37
81786520 436100	Port Authority Interest Income	\$ 0.45
	Total - Agency Funds	\$ 1,290.14

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

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

Memo expenditure as referenced in supporting documentation: Account: 12100110 590000 Other Expenses Amount: \$ 1,290.14 cc: Jamie Ehorn, Historical Parks, Angel Conrad

## James N Bahnsen

210 East Main Street

June 18, 2025

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

Dear Staci,

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

	MAY 25
2591 CDBG Rehab Mortgage Refunds	\$91.80
2675 CDBG Project Income	\$4.85
7113 Prepayment Fund	\$3.12
2716 RLF/CDBG Fund	\$189.81
2717 RLF/D Fund	\$883.73
2718 EDA RLF Cares Act 2020	\$557.85
2861 Cyber Security Measures Impl Fund	\$4.17
7308 Fairfield County Historical Parks	\$371.47
7012 WIC Grant	\$256.85
7321 Bioterrorism Grant	\$661.37
5376 Self Fund Health Care	\$6,286.36
7865 Fairfield Port Authority (Econ Dev)	\$0.45

Total

\$9,311.83

Respectfully,

James N Bahnsen Fairfield County Treasurer

abk enclosures

CDBG REHAB MORTGAGE REFUNDS	
Fund Number:	2591
Beginning Balance:	\$61,128.22
End of Month Balance:	53,905.15
Average of Beginning and Ending Balance(A):	\$57,516.69
All County Funds Beginning Balance:	285,712,498.94
All County Funds Ending Balance:	280,212,842.80
Average of Beginning and Ending Balance, All County Funds(B):	\$282,962,670.87
Total Investment Income for the Month:	\$451,639.40
$(\Lambda)$ on a parameter $(D)$	0.000000000
(A) as a percent of (B):	0.000203266
Amount to be Allocated to Fund:	\$91.80

CDBG PROJECT INCOME	
Fund Number:	2675
Beginning Balance:	\$3,034.20
End of Month Balance:	\$3,047.78
Average of Beginning and Ending Balance(A):	\$3,040.99
All County Funds Beginning Balance:	285,712,498.94
All County Funds Ending Balance:	280,212,842.80
Average of Beginning and Ending Balance, All County Funds(B):	\$282,962,670.87
Total Investment Income for the Month:	\$451,639.40
(A) as a percent of (B):	1.0747E-05
Amount to be Allocated to Fund:	\$4.85

)	RLF/CDBG FUND
: 2716	Fund Number:
: \$117,660.13	Beginning Balance:
: \$120,178.25	End of Month Balance:
: \$118,919.19	Average of Beginning and Ending Balance(A):
: 285,712,498.94	All County Funds Beginning Balance:
: 280,212,842.80	All County Funds Ending Balance:
: \$282,962,670.87	verage of Beginning and Ending Balance, All County Funds(B):
: \$451,639.40	Total Investment Income for the Month:
: 0.000420265	(A) as a percent of (B):
: \$189.81	Amount to be Allocated to Fund:

EDA RLF SEQUESTERED	
Fund Number:	2717
Beginning Balance:	\$550,227.45
End of Month Balance:	\$557,133.59
Average of Beginning and Ending Balance(A):	\$553,680.52
	005 740 400 04
All County Funds Beginning Balance:	285,712,498.94
All County Funds Ending Balance:	280,212,842.80
Average of Beginning and Ending Balance, All County Funds(B):	\$282,962,670.87
Total Investment Income for the Month.	¢454.000.40
Total Investment Income for the Month:	\$451,639.40
(A) as a percent of (B):	0.001956726
Amount to be Allocated to Fund:	\$883.73

2718-EDA RLF CARES ACT 2020	)
Fund Number:	2718
Beginning Balance	\$343,712.59
End of Month Balance	355,300.85
Average of Beginning and Ending Balance(A):	\$349,506.72
All County Funds Beginning Balance	285,712,498.94
All County Funds Ending Balance	280,212,842.80
Average of Beginning and Ending Balance, All County Funds(B):	\$282,962,670.87
Total Investment Income for the Month:	\$451,639.40
(A) as a percent of (B):	0.001235169
Amount to be Allocated to Fund	\$557.85

#### MAY 25 2861 CYBER SECURITY MEASURES IMPL FUND

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Fund Number:	2861
Beginning Balance:	\$2,608.93
End of Month Balance:	\$2,620.61
Average of Beginning and Ending Balance(A):	\$2,614.77
All County Funds Beginning Balance:	285,712,498.94
All County Funds Ending Balance:	280,212,842.80
Average of Beginning and Ending Balance, All County Funds(B):	\$282,962,670.87
Total Investment Income for the Month:	\$451,639.40
(A) as a percent of (B):	9.24069E-06
Amount to be Allocated to Fund:	\$4.17

FAIRFIELD COUNTY HISTORICAL PARKS	
Fund Number:	7308
Beginning Balance:	\$227,783.82
End of Month Balance:	\$237,687.09
Average of Beginning and Ending Balance(A):	\$232,735.46
All County Funds Designing Balance	285 742 409 04
All County Funds Beginning Balance:	285,712,498.94
All County Funds Ending Balance:	280,212,842.80
Average of Beginning and Ending Balance, All County Funds(B):	\$282,962,670.87
Total Investment Income for the Month:	\$451,639.40
	<i>•••••••••••••••••••••••••••••••••••••</i>
(A) as a percent of (B):	0.000822495
Amount to be Allocated to Fund:	\$371.47

WIC	
Fund Number:	7012
Beginning Balance:	\$187,297.07
End of Month Balance:	134,553.14
Average of Beginning and Ending Balance(A):	\$160,925.11
All County Funds Beginning Balance: All County Funds Ending Balance: Average of Beginning and Ending Balance, All County Funds(B):	285,712,498.94 280,212,842.80 \$282,962,670.87
Total Investment Income for the Month:	\$451,639.40
(A) as a percent of (B):	0.000568715
Amount to be Allocated to Fund:	\$256.85

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BIOTERRORISM GRANT	
Fund Number:	7321
Beginning Balance:	\$432,693.26
End of Month Balance:	396,030.38
Average of Beginning and Ending Balance(A):	\$414,361.82
All County Funds Beginning Balance:	285,712,498.94
All County Funds Ending Balance:	280,212,842.80
Average of Beginning and Ending Balance, All County Funds(B):	\$282,962,670.87
Total Investment Income for the Month:	\$451,639.40
(A) as a percent of (B):	0.001464369
Amount to be Allocated to Fund:	\$661.37

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SELF FUND HLTH CARE	
Fund Number:	5376
Beginning Balance:	\$3,722,180.98
End of Month Balance:	4,154,918.14
Average of Beginning and Ending Balance(A):	\$3,938,549.56
All County Funds Beginning Balance:	285,712,498.94
All County Funds Ending Balance:	280,212,842.80
Average of Beginning and Ending Balance, All County Funds(B):	\$282,962,670.87
Total Investment Income for the Month:	\$451,639.40
(A) as a percent of (B):	0.013918972
Amount to be Allocated to Fund:	\$6,286.36

FAIRFIELD CO PORT AUTHORITY (ECON DEV)	
Fund Number:	7865
Beginning Balance:	\$281.31
End of Month Balance:	\$282.54
Average of Beginning and Ending Balance(A):	\$281.93
All County Funds Beginning Balance:	285,712,498.94
All County Funds Ending Balance:	280,212,842.80
Average of Beginning and Ending Balance, All County Funds(B):	\$282,962,670.87
Total Investment Income for the Month:	\$451,639.40
(A) as a percent of (B):	9.96333E-07
Amount to be Allocated to Fund:	\$0.45

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Amount to be Allocated to Fund:	\$19.76
(A) as a percent of (B):	4.37536E-05
Total Investment Income for the Month:	\$451,639.40
Average of Beginning and Ending Balance, All County Funds(B):	
All County Funds Beginning Balance: All County Funds Ending Balance:	
All County Funds Reginning Polones:	295 712 409 04
Áverage of Beginning and Ending Balance(A):	\$12,380.63
End of Month Balance:	12,408.28
Beginning Balance:	\$12,352.97
Fund Number:	5461
LIBERTY TOWNSHIP SEWER	

### James N Bahnsen

210 East Main Street

Lancaster, Ohio 43130

Fairfield County Treasurer Telephone: (740) 652-7140

June 18, 2025

Staci Knisley Fairfield County Commissioners' Office 210 E. Main St. Lancaster, OH 43110

Dear Staci,

The enclosed forms are interest allocation calculations for the Water and Sewer debt service and construction funds for May 2025.

Respectfully,

James N Bahnsen Fairfield County Treasurer

ABK Enclosures

#### May-25

Credit Amour		Fund Name	GL#	Object
0.00	4300	BR - High Service ARE Water	12430033	436100
17.44	5461	Liberty Township Sewer	12546134	436100
23.48	5469	BR - Sewer VP Utility 99	12546933	436100
141.42	5533	Liberty Township Sewer Project	12553333	436100
687.08	5554	NR Tussing Rd Water Reclam Fac	12555433	436100
2.23	5555	BR - Sewer consolicdation Bond 03	12555533	436100
20.49	5470	BR - Water VP Utility 99	12547026	436100
375.00	5534	Tussing Rd. WTF Improvement	12553426	436100
107.13	5556	BR - Water Consolidation BD 2003	12555626	436100

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Total Journal Entry \$1,374.27

	BR-SEWER VP UTILITY 99
5469	Fund Number:
\$14,676.58	Beginning Balance
14,742.30	End of Month Balance:
\$14,709.44	Average of Beginning and Ending Balance(A):
285,712,498.94	All County Funds Beginning Balance:
280,212,842.80	All County Funds Ending Balance:
\$282,962,670.87	Average of Beginning and Ending Balance, All County Funds(B):
\$451,639.40	Total Investment Income for the Month:
5.19837E-05	(A) as a percent of (B):
\$23.48	Amount to be Allocated to Fund:

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	BR-WATER VP UTILITY 99
5470	Fund Number:
\$12,810.25	Beginning Balance:
12,866.90	End of Month Balance:
\$12,838.58	Average of Beginning and Ending Balance(A):
285,712,498.94	All County Funds Beginning Balance:
280,212,842.80	All County Funds Ending Balance:
\$282,962,670.87	Average of Beginning and Ending Balance, All County Funds(B):
\$451,639.40	Total Investment Income for the Month:
4.5372E-05	(A) as a percent of (B):
\$20.49	Amount to be Allocated to Fund:

	LIBERTY TWP SEWER PROJECT
5533	Fund Number:
\$88,403.38	Beginning Balance:
88,799.45	End of Month Balance:
\$88,601.42	Average of Beginning and Ending Balance(A):
285,712,498.94	All County Funds Beginning Balance:
280,212,842.80	All County Funds Ending Balance:
\$282,962,670.87	Average of Beginning and Ending Balance, All County Funds(B):
\$451,639.40	Total Investment Income for the Month:
0.000313121	(A) as a percent of (B):
\$141.42	Amount to be Allocated to Fund:

TUSSING RD WTF IMP	
Fund Number:	5534
Beginning Balance:	\$234,421.16
End of Month Balance:	235,471.43
Average of Beginning and Ending Balance(A):	\$234,946.30
All County Funds Beginning Balance:	285,712,498.94
All County Funds Ending Balance:	280,212,842.80
Average of Beginning and Ending Balance, All County Funds(B):	\$282,962,670.87
Total Investment Income for the Month:	\$451,639.40
$(\Lambda)$ as a paramet of $(\mathcal{D})$ :	0 000000000
(A) as a percent of (B):	0.000830308
Amount to be Allocated to Fund:	\$375.00

(A) as a percent of (B): Amount to be Allocated to Fund:	0.00152131 \$687.08
	0.00450404
Total Investment Income for the Month:	\$451,639.40
Average of Beginning and Ending Balance, All County Funds(B):	\$282,962,670.87
All County Funds Ending Balance:	280,212,842.80
All County Funds Beginning Balance:	285,712,498.94
Average of Beginning and Ending Balance(A):	\$430,474.00
End of Month Balance:	431,436.16
Beginning Balance:	\$429,511.83
Fund Number:	5554
NR TUSSING RD WATER RECLAM FAC	

BR SEWER CONSOLIDATION BOND 03	
Fund Number:	· 5555
Beginning Balance:	\$1,392.49
End of Month Balance:	1,398.72
Average of Beginning and Ending Balance(A):	\$1,395.61
All County Funds Beginning Balance:	285,712,498.94
All County Funds Ending Balance:	280,212,842.80
Average of Beginning and Ending Balance, All County Funds(B):	\$282,962,670.87
Total Investment Income for the Month:	\$451,639.40
(A) as a percent of (B):	4.93212E-06
Amount to be Allocated to Fund:	\$2.23

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BR WATER CONSOLIDATION BD 2003	
Fund Number:	5556
Beginning Balance:	\$64,725.50
End of Month Balance:	69,515.29
Average of Beginning and Ending Balance(A):	\$67,120.40
All County Funds Beginning Balance:	285,712,498.94
All County Funds Ending Balance:	280,212,842.80
Average of Beginning and Ending Balance, All County Funds(B):	\$282,962,670.87
Total Investment Income for the Month:	\$451,639.40
(A) as a percent of (B):	0.000237206
Amount to be Allocated to Fund:	\$107.13

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#### Interest ReportFairfield County May 2025

Date	Pay-in	Fund	Acct #	Description	
May 6, 2025 May 8, 2025 May 8, 2025 May 8, 2025 May 20, 2025 May 27, 2025	\$11,013.13 GE \$197,415.75 GE \$831.58 GE \$1,449.86 GE \$121,562.50 GE \$952.60 GE	NERAL NERAL NERAL NERAL	10 436100 DEPINVINT FNB SW 10 436100 DEPINVINT FIFTH TH 10 436100 DEPINVINT FIFTH TH 10 436100 DEPINVINT FIFTH TH 10 436100 DEPINVINT FIFTH TH 10 436100 DEPINVINT FIFTH TH	HIRD MULT INV HIRD MULT INV HIRD MULT INV HIRD MULT INV	RECEIVED NO
May 27, 2025	\$24,125.00 GE	NERAL	10 436100 DEPINVINT FIFTH TH	HIRD MULT INV	JUN 18 2025
May 27, 2025 May 27, 2025 May 27, 2025 May 30, 2025 May 30, 2025	\$952.60 GE \$82,158.39 GE \$9,272.79 GE \$952.60 GE \$952.60 GE	NERAL NERAL NERAL	10 436100 DEPINVINT FIFTH TH 10 436100 DEPINVINT FIFTH TH 10 436100 DEPINVINT FIFTH TH 10 436100 DEPINVINT FIFTH TH 10 436100 DEPINVINT FIFTH TH	HIRD MULT INV HIRD MULT INV HIRD MULT INV	JAMES N. BAHNSEN Fairfield County Treasurer

**SUM:** \$451,639.40

#### DAILY STATEMENT OF COUNTY TREASURER

AT CLOSE OF BUSINESS May 30, 2025

Balance al Close of Busines:     May 29, 2025     TREASURY     DEPOSITORY     TOTAL       Pay.ins     135,277.27     281,323,216.05     281,323,216.05     281,403,581.57       Manuf. Home (MH-Ch)     7116     0.00     0.007       Manuf. Home (MH-Ch)     7116     0.00     0.007       Ubites Collection     7114     0.00     0.007       Ubites Collection     7116     0.00     0.007       Ubites Collection     7116     0.00     0.007       Ubites Collection     7116     0.00     0.000       Ubites Collection     7118     0.00     0.000       Charlow Prepayment     7113     0.00     0.000       Tax Refund     7109CF     0.00     0.000       Pre-Settement Runut. Home (MH-CH)     7128     0.00     0.000       Pre-Settement Runut. Home (MH-CH)     7128     0.00     0.000       Pre-Settement Charel 2 b     0.00     0.000     0.000       NSF     Total from Chard 2 b     0.00     0.000       NFe-Settement Chand 1 bone (MH-CH)     501,222.65	Form Prescribed by Bureau of Inspection and Supervision of Public Office	Treasurer's Form 6	Revised 09/07/05 ABP			
Pay-Ins.     165.277.27     165.277.27     176.271.27     176.241.07     171.233.57       Mandr Home (MH-CH)     7116     0.00     0.00     1000 <t< td=""><td></td><td>TREASURY</td><td>DEPOSITORY</td><td>TOTAL</td><td></td><td></td></t<>		TREASURY	DEPOSITORY	TOTAL		
Pay-Ins.     185.277.27     185.277.27     185.277.27     185.277.27     176.301/V     61.33.57       Mandr.Home (MH-CH)     7116     0.00     0.00     10.00 <td>Balance at Close of Business: May 29, 2025</td> <td>80,435.52</td> <td>281,323,216.05</td> <td>281,403,651,57</td> <td></td> <td></td>	Balance at Close of Business: May 29, 2025	80,435.52	281,323,216.05	281,403,651,57		
Vendors Licenses     0.00     0.00     LCDGER     5.50.090.42       Manuf, Hore (MH-Ch)     716     0.00     0.00     0.00       Manuf, Hore (MH-Ch)     716     0.00     0.00     0.00       Manuf, Hore (MH-Ch)     716     0.00     0.00     0.00       Utities Collection     0.00     0.00     0.00     PCPM 6     280.212.842.80       Utities Collection     7103     24.126.46     24.126.46     0.00     0.00       Earcow Prepayment     7115     0.00     0.00     0.00     0.00       Itax Refund     7109     0.00     0.00     0.00     0.00     0.00       Tex Refund     7109PF     0.00	Pay-Ins	185,277,27			TREASURY	61,383,57
Manuf Home (MH-CH)     7116     0.00     0.00     ICS     0.00       Manuf Home (MH-EQ)     7644     74.77     74.77     74.77     274.600.78.81     200.21.24.82.80     200.21.24.82.80     200.21.24.82.80     200.21.24.82.80     200.21.24.82.80     200.21.24.82.80     200.21.24.82.80     200.21.24.82.80     200.21.24.82.80     200.21.24.82.80     0.00     200.01     200.21.24.82.80     200.21.24.82.80     0.00     200.01     200.21.24.82.80     0.00     200.01     200.21.24.82.80     0.00     200.01     200.21.24.82.80     0.00     200.01	Vendor's Licenses					
Manuf Hone (MH-EQ)     7604     74,77     74,77     74,77       Utilities Collection     0.00     0.00     0.00     0.00       Utilities Collection     10.00     0.00     0.00     0.00       Utilities Collection     716     24,126.46     24,126.46     24,126.46     24,126.46     24,126.46     24,126.46     24,126.46     24,126.46     24,126.46     24,126.46     24,126.46     24,126.46     0.00	Manuf. Home (MH-OH) 7116					
Undivide Clarette License Tax     7114     0.00     0.00       Undivide Central Tax     7108     24.128.46     24.128.46     280.212.428.00     0.00       Diddivide Central Tax     7108     24.128.46     24.128.46     0.00     0.00       Scrow Pregayment     7113     0.00     0.00     0.00     0.00       Undivided Estate Tax     7116     0.00     0.00     0.00     0.00       Tax Refund     7109RF     0.00     0.00     0.00     PRe-Settlement Manuf. Home (MH-OH)     7128     0.00     0.00     PRe-Settlement Manuf. Home (MH-OH)     7128     0.00     0.00     PRe-Settlement Manuf. Home (MH-EQ)     7505     0.00     0.00     Drawer     1.833.57       Pre-Settlement Manuf. Home (MH-EQ)     7505     0.00     0.00     0.00     Drawer     1.835.57       Pre-Settlement Manuf. Home (MH-EQ)     7505     0.00     0.00     Drawer     28.051.436.57       Depositor (Schedule E)     0.00     0.00     0.00     Drawer     28.051.436.57       Depositor (Schedule E)     0.00     0.00						
Utilities Collection     0.00     0.00     CRM 6     280,212,642,80.0     0.00       Undivided General Tax     7108     24,126,46     24,126,46     24,126,46     24,126,46     0.00     0.00       Undivided General Tax     7115     0.00     0.00     0.00     0.00       Prepay Overage     7787     0.15     0.01     0.00     0.00       Tax Refund     7109     0.00     0.00     0.00     Checks     40,799.00       Tex-Settlement Manuf, Home (MH-OH)     7128     0.00     0.000     0.000       Pre-Settlement General     7109     0.00     0.000     0.000       Pre-Settlement Celeral     7109     0.00     0.000     0.000       NFe - Total from Chart 2 b     0.00     0.00     0.00     0.00       Oteks from Depository (schedule E)     591,922,68     591,922,68     591,922,68     155,026,26     155,026,26     155,026,26     155,026,26     155,026,26     155,026,26     155,026,26     155,026,26     155,026,26     155,026,26     151,926,68     191,922,86     191,922,86 <td></td> <td></td> <td></td> <td></td> <td></td> <td></td>						
Undivided General Tax     7108     24,126,46     24,126,46     0.00       Didvided Estate Tax     7113     0.00     0.00     0.00       Undivided Estate Tax     7113     0.00     0.00     0.00       Tax Refund     7109RF     0.00     0.00     0.00       Tax Refund     7109RF     0.00     0.00     0.00       Pre-Settlement Manuf. Home (MH-C)(1)     7128     0.00     0.00     0.00       Pre-Settlement Ceneral     7109     0.00     0.00     Total ITreasury     61,383.57       Dativ Receipts Total     209.478.65     0.00     0.00     0.00       Nees Are Total Ifrom Charl 2 b     0.00     0.00     0.00     Total ITreasury     61,383.57       Depository     201,514,692.35     0.00     0.00     0.00     Total ITreasury     61,383.57       Depository     201,914,692.65     1591.929.68     591.929.68     591.929.68     Total ITreasury     201,514,692.23       Vire & ACH Debit Total Ifrom Schedule F     591.929.68     591.929.68     291.920.68     293.927.74     280.937.74<						
Escov Prepayment     7113     0.00     0.00       Undivided Estate Tax     7116     0.00     0.00       Prepay Overage     7787     0.15     0.01     0.00       Tax Refund     7109RF     0.00     0.00     0.00       Pre-Settlement Manuf. Home (MH-CH)     7128     0.00     0.00     0.00       Pre-Settlement Manuf. Home (MH-CH)     7128     0.00     0.00     0.00       Pre-Settlement General     7109     0.00     0.00     0.00       Pre-Settlement General     7109     0.00     0.00     0.00       Daily Recepts Total     100.478.65					1 OI WIO	
Undvided Estate Tax     7115     0.00     0.00       Prepay Overage     7767     0.15     0.15       Tax Refund     7109RF     0.00     0.00       Tax Refund     7109RF     0.00     0.00       Tax Refund     7109RF     0.00     0.00       Pre-Settlement Manuf. Home (MH-OH)     7128     0.00     0.00       Pre-Settlement Manuf. Home (MH-EQ)     7505     0.00     0.00       Pre-Settlement Bate Tax     7117     0.00     0.00       Daily Receipts Total     209.478.65     0     0       NSF     Total from Charl 2 b     0.00     0.00       NSF     Total from Charl 2 b     0.00     0.00       Ocheck #     0     0.00     0.00       New Settlement State Tax     7107     0.00     0.00       NSF     Total from Charl 2 b     0.00     0.00       NSF     Total from Schedule F     591,922.68     591,922.68       Barks (schedule D)     73,504.34     73,504.34     73,504.34       Checks from Depository (schedule E)						0.00
Prepay Overage     7787     0.15     0.16     Drawer     1,823.38       Tax Refund     7109RF     0.00     0.00     0.00     PNP     11,340.19       Tex-Settlement Manuf. Home (MH-OH)     7128     0.00     0.00     Treasury     61,383.57       Pre-Settlement General     7109     0.00     0.00     Treasury     61,383.57       Pre-Settlement General     7117     0.00     0.00     Treasury     61,383.57       Pre-Settlement Estate Tax     7117     0.00     0.00     Treasury     61,383.57       Daily Recepts Total I form Charl 2.b     0.00     0.00     0.00     Treasury     61,383.57       Step Total form Charl 2.b     0.00     0.00     0.00     0.00     Treasury     61,383.57       Deposited with:     0.00     0.00     0.00     0.00     0.00     Treasury     61,383.57       Deposited with:     0.00     0.00     0.00     0.00     0.00     0.00     0.00     0.00     0.00     0.00     0.00     0.00     0.00     0.00						
Image: space of the second s					Drawor	1 622 28
Tax Refund     7109RF     0.00     0.00     0.00       Pre-Settlement Manuf. Home (MH-OH)     7128     0.00     0.00     Total Treasury     61,333.57       Pre-Settlement Manuf. Home (MH-CH)     7109     0.00     0.00     Treasury     61,333.57       Pre-Settlement General     209,476.65     0.00     0.00     Doto     Treasury     61,333.57       Pre-Settlement Esite Tax     7117     0.00     0.00     Doto     Doto     Treasury     61,333.57       Disburgeorits Total from Chart 2.b     0.00     0.00     Doto     Doto     Treasury     61,333.57       Opposite with:     Total from Schedule F     591.929.88     591.929.88     Total from Schedule B     Doto     Doto     Doto     Total     Refuse Mithig     Refuse Mithig     Total from Schedule B     Total from Schedule C	ricpuy overage rich					
0.00     0.00     0.00     0.00     0.00     0.00     0.00     0.00     Total Treasury     61,383.57       Pre-Settlement Manuf, Home (MH-EQ)     7505     0.00     0.00     0.00     Total Treasury     61,383.57       Pre-Settlement Ceneral     7109     0.00     0.00     0.00     Treasury     61,383.57       Pre-Settlement Estate Tax     7117     0.00     0.00     0.00     Treasury     61,383.57       Investments:     Total from Chart 2 b     0.00     0.00     0.00     Total.     280,151,459.23       Investments:     Total from Schedule F     591,929.66     591,929.66     591,929.66     0.00       Check #     0     0.00     0.00     0.00     Total.     280,212,842.80       Check # Ch Debit Total from schedule E)     808,357.74     808,357.74     808,357.74     808,357.74       Barks (schedule D)     155,026.26     155,026.26     155,026.26     155,026.26     155,026.26     155,026.26     155,026.26     155,026.26     155,026.26     155,026.26     155,026.26     155,026.26	Tax Refund 7100RE					
Pre-Settlement Manuf, Home (MH-CH)     7128     0.00     0.00     Total Treasury     61,383.57       Pre-Settlement Manuf, Home (MH-EQ)     7109     0.00     0.00     0.00       Pre-Settlement Central     7109     0.00     0.00     0.00       Daily Receipts Total     209,478.65     0.00     0.00     0.00       Nestment:     Total from Chart 2 b     0.00     0.00     0.00       NSF     Total from Chart 2 a     0.00     0.00     0.00       Check #     0     0.00     0.00     0.00     0.00       Wire & ACH Debit Total from schedule E     591,929.68     591,929.68     155.026.26     107.4     280,212,442.80       Barks (schedule E)     808,357.74     803,357.74     803,357.74     803,357.74     803,357.74       Deposited with:     3     3     155.026.26     155.026.26     155.026.26     155.026.26       Investment:     Total from Schedule C     0.00     0.00     0.00       SuBTOTAL (DAILY WORK)     1,609,766.07     228,530.60     1,838,296.67     0.00	103KF					
Pre-Settlement Manuf, Home (MH-EQ)   7102   0.00   0.00     Pre-Settlement Ceneral   7109   0.00   0.00     Pre-Settlement Cate Tax   7117   0.00   0.00     Pre-Settlement Estate Tax   7117   0.00   0.00     Pre-Settlement Estate Tax   7117   0.00   0.00     Investments:   Total from Chart 2 b   0.00   0.00     Vire & ACH Debti Total from Chart 2 a   0.00   0.00   0.00     Check #   0   0.00   0.00   0.00     Check from Depository (schedule E)   308.357.74   808.357.74   808.357.74     Barks (schedule D)   155.026.26   155.026.26   155.026.43     ACH & Remote Deposit or (schedule E)   0.00   0.00   0.00     Investment:   Total from Schedule C   0.00   0.00     Investment:   Total from Schedule F)   591.929.66   281.551.746.65   283.241.948.24 <td></td> <td></td> <td></td> <td></td> <td></td> <td></td>						
Pre-Settlement Manut, Home (MH-EQ)     7505     0.00     0.00       Pre-Settlement General     7109     0.00     0.00       Pre-Settlement General     209,478.65     0     0.00       Pre-Settlement Estate Tax     7117     0.00     0.00       Pre-Settlement Estate Tax     7117     0.00     0.00       Nestments:     Total from Chart 2 b     0.00     0.00       NSF     Total from Chart 2 a     0.00     0.00       Oteck #     0     0.00     0.00       Check #     0     0.00     0.00       Check #     0     0.00     0.00       Checks from Depository (schedule E)     808,357.74     808,357.8       Barks (schedule D)     73,504.54     73,504.34       Investment:     Total from Schedule C     0.00     0.00       SUBTOTAL (DAILY WORK)     1,609,766.07     228,530.60     1,838,296.67       TotALS INCLUDING BALANCE     1,591,922.68     591,929.68     591,929.68       Obsursement:     0     0.00     0.00       Obsursement:     0 </td <td>Des Cattlement Massif Llame (MULOU) 7400</td> <td></td> <td></td> <td></td> <td>Total Treasury</td> <td>61,383.57</td>	Des Cattlement Massif Llame (MULOU) 7400				Total Treasury	61,383.57
Pre-Settlement General   7109   0.00   0.00     Pre-Settlement Estate Tax   7117   0.00   0.00     Pre-Settlement Estate Tax   7117   0.00   0.00     Nextments:   Total from Chart 2 b   0.00   0.00     Nore X-Pre-Settlement Estate Tax   0.00   0.00   0.00     Nore X-CH Debit Total from Chart 2 a   0.00   0.00   0.00     Other & 0   0.00   0.00   0.00     Wire & ACH Debit Total from schedule F   591,929.68   591,929.68   591,929.68     Deposited with:   0   0.00   0.00     Checks from Depository (schedule E)   808,357.74   808,357.74     Banks (schedule D)   73,504.34   73,504.34     ACH & Remote Deposit (schedule B)   155,026.26   155,026.26     Investment:   Total from Schedule C   0.00   0.00     Investment:   Total from Schedule F   591,929.68   591,929.68   232,241,948.24     Vire & ACH Debits (schedule F)   591,929.68   591,929.68   0.00   0.00     Obisbursement:   1.690,201.59   228,530.60   1.838,296.67   0.00						
Pre-Settlement Estate Tax     7117     0.00     0.00       Daily Receipts Total [209.478.65     0     0     0       Investments:     Total from Chart 2 b     0.00     0.00     0.00       NSF     Total from Chart 2 a     0.00     0.00     0.00       Vire & ACH Debit Total from Schedule F     591,929.68     591,929.68     591,929.68       Ocheck #     0     0.00     0.00     0.00       Check # from Depository (schedule E)     808,357.74     808,357.74     808,357.74       Banks (schedule D)     73,504.34     73,504.34     73,504.34       ACH & Remote Deposit (schedule B)     155,026.26     155,026.26       Investment:     Total from Schedule C     0.00     0.00       Subtrotal (DALY WORK)     1,609,766.07     228,530.60     1,838,296.67       Total from Schedule C     0.00     0.00     0.00       Subtrotal (Dally WORK)     1,609,766.07     228,530.60     1,838,296.67       Total from Schedule C     0.00     0.00     0.00       General Warrants (Fairfield Nat'l Bank)     808,357.74     808,357						
Daily Receipts Total     209.478.65     Depository     280.151.459.23       Investments:     Total from Chart 2 b     0.00 </td <td></td> <td></td> <td></td> <td></td> <td></td> <td></td>						
Investments:     Total from Chart 2 b     0.00     0.00     0.00       NSF     Total from Chart 2 a     0.00     0.00     0.00       Check #     0     0.00     0.00     0.00       Wire & ACH Debit     591,929.66     591,929.66     0.00       Checks from Depository (schedule E)     808,357.74     808,357.74     808,357.74       Deposited with:     0     0.00     0.00       Sanks (schedule D)     73,504.34     73,504.34       ACH & Remote Deposit (schedule B)     155.026.26     155.026.26       Investment:     Total from Schedule C     0.00     0.00       Investment:     Total from Schedule C     0.00     0.00       SUBTOTAL (DAILY WORK)     1,609,766.07     228,530.60     1.838,296.67       SUBTOTAL (DAILY WORK)     1,609,766.07     228,530.60     1.838,296.67       SUBTOTAL (DAILY WORK)     1,609,766.07     228,530.60     1.838,296.67       Obsource     0.00     0.00     0.00     0.00       General Warrants (Fairfield Nat'I Bank)     808,357.74     808,357.74     808,357.74 <td></td> <td>0.00</td> <td></td> <td>0.00</td> <td></td> <td></td>		0.00		0.00		
NSF     Total from Charl 2 a     0.00     0.00       Check #     0     0.00     0.00       Wire & ACH Debit     Total from schedule F     591,929.68     591,929.68       0.00     0.00     0.00     0.00       Checks from Depository (schedule E)     808,357.74     808,357.74     808,357.74       Deposited with:     0     0     0.00     0.00       Checks from Depository (schedule B)     73,504.34     73,504.34     73,504.34       ACH & Remote Deposit (schedule B)     155,026.26     155,026.26     155,026.26       Investment:     Total from Schedule C     0.00     0.00       SUBTOTAL (DAILY WORK)     1,609,766.07     228,530.60     1,838,296.67       TOTALS INCLUDING BALANCE     1,690,201.59     281,551,746.65     283,241,948.24       Disbursement:						
Check #     0     0.00     0.00       Wire & ACH Debit Total from schedule F     591,929.66     591,929.66     0.00       Checks from Depository (schedule E)     808,357.74     808,357.74     808,357.74       Deposited with:     808,357.74     808,357.74     808,357.74       Banks (schedule D)     73,504.34     73,504.34       ACH & Remote Deposit (schedule B)     155,026.26     155,026.26       Investment:     Total from Schedule C     0.00     0.00       SUBTOTAL (DAILY WORK)     1,609,766.07     228,530.60     1,838,296.67       TOTALS INCLUDING BALANCE     1,690,2766.07     228,530.60     1,838,296.67       Disbursement:     Total from Schedule C     0.00     0.00       *     Wire & ACH Debits (schedule F)     591,929.68     591,929.68       General Warrants (Fairfield Nat'l Bank)     808,357.74     808,357.74       Investment:     Total from Schedule C     0.00     0.00       Deposited in Depository (schedule B & D)     228,530.60     228,530.60     228,530.60       Check #     0     0.00     0.00     0.00					TOTAL	280,212,842.80
Wire & ACH Debit     Total from schedule F     591,929.68     591,929.68       0.00     0.00     0.00       Checks from Depository (schedule E)     808,357.74     808,357.74       Banks (schedule D)     73,504.34     73,504.34       ACH & Remote Deposit (schedule B)     155,026.26     155,026.26       Investment:     Total from Schedule C     0.00       SUBTOTAL (DAILY WORK)     1,609,766.07     228,530.60     1.838,296.67       TOTALS INCLUDING BALANCE     1,609,766.07     228,530.60     1.838,296.67       Investment:     Total from Schedule F)     591,929.68     591,929.68       Investment:     Total from Schedule C     0.00     0.00       General Warrants (Fairfield Nat'l Bank)     808,357.74     808,357.74       Investment:     Total from Schedule C     0.00     0.00       Depository (schedule B & D)     228,530.						
Checks from Depository (schedule E)     808,357.74     808,357.74       Deposited with:     73,504.34     73,504.34       ACH & Remote Deposit (schedule B)     155,026.26     155,026.26       Investment:     Total from Schedule C     0.00       SUBTOTAL (DAILY WORK)     1,609,766.07     228,530.60     1,838,296.67       TOTALS INCLUDING BALANCE     1,609,766.07     228,530.60     1,838,296.67       Disbursement:     Total from Schedule F)     591,929.68     591,929.68       *     Wire & ACH Debits (schedule F)     591,929.68     591,929.68       General Warrants (Fairfield Nat'l Bank)     808,357.74     808,357.74       Investment:     Total from Schedule C     0.00     0.00       Checked from Depository (schedule B & D)     228,530.60     228,530.60     228,530.60       Investment:     Total from Schedule C     0.00     0.00     0.00       Checked from Depository     808,357.74     808,357.74     808,357.74       Barks (Schedule B & D)     228,530.60     228,530.60     228,530.60       Checked from Depository     808,357.74     808,357.74     808,357.74						
Image: Construct Schedule E)     0.00       Checks from Depository (schedule E)     808,357.74     808,357.74       Banks (schedule D)     73,504.34     73,504.34       ACH & Remote Deposit (schedule B)     155,026.26     155,026.26       Image: Construct Schedule B)     155,026.26     155,026.26       Image: Construct Schedule B)     155,026.26     155,026.26       Image: Construct Schedule C     0.00     0.00       SUBTOTAL (DAILY WORK)     1,609,766.07     228,530.60     1.838,296.67       TOTALS INCLUDING BALANCE     1,609,766.07     228,530.60     1.838,296.67       Disbursement:     Image: Construct Schedule C     0.00     0.00       Imvestment:     Total Schedule F)     591,929.68     591,929.68       Imvestment:     Image: Construct Schedule F)     591,929.68     0.00       General Warrants (Fairfield Nat'l Bank)     808,357.74     808,357.74       Investment:     Total from Schedule C     0.00     0.00       Depository (schedule B & D)     228,530.60     228,530.60     228,530.60       Check #     0     0.00     0.00     0.00 <td>Wire &amp; ACH Debit Total from schedule F</td> <td>591,929.68</td> <td></td> <td>591,929.68</td> <td></td> <td></td>	Wire & ACH Debit Total from schedule F	591,929.68		591,929.68		
Checks from Depository (schedule E)     808,357.74     808,357.74       Deposited with:     73,504.34     73,504.34       ACH & Remote Deposit (schedule B)     155,026.26     155,026.26       ACH & Remote Deposit (schedule B)     155,026.26     155,026.26       Investment:     Total from Schedule C     0.00     0.00       SUBTOTAL (DAILY WORK)     1,609,766.07     228,530.60     1,838,296.67       TotALS INCLUDING BALANCE     1,699,766.07     228,530.60     1,838,296.67       Disbursement:     Wire & ACH Debits (schedule F)     591,929.68     591,929.68       *     Wire & ACH Debits (schedule F)     591,929.68     0.00       Depositor (schedule B & D)     228,530.60     228,530.60     228,530.60       Check of from Depository     0     0.00     0.00       Banks (Schedule E)     523,530.60     228,530.60     228,530.60       Check #     0     0.00     0.00     0.00       Vestment:     Total from Chart 2 b     0.00     0.00     0.00       Vestment:     Total from Chart 2 b     0.000     0.00     0.00				0.00		
Deposited with:     73,504.34       Barks (schedule D)     73,504.34       ACH & Remote Deposit (schedule B)     155,026.26       155,026.26     155,026.26       155,026.26     155,026.26       155,026.26     155,026.26       155,026.26     155,026.26       155,026.26     155,026.26       155,026.26     155,026.26       155,026.26     155,026.26       155,026.26     155,026.26       155,026.26     155,026.26       155,026.26     155,026.26       155,026.26     155,026.26       155,026.26     155,026.26       155,026.26     155,026.26       155,026.26     155,026.26       155,026.26     0.00       1000     0.00       1010     SuBTOTAL (DAILY WORK)     1,609,766.07       10110     BALANCE     1,609,201.59       1015     1,602,015.59     281,551,746.65       1015     1,602,015.59     281,551,746.65       1015     1,602,91.59     1,603,91.74       1015     0.00     0.00 <t< td=""><td></td><td></td><td></td><td></td><td></td><td></td></t<>						
Barks (schedule D)   73,504.34   73,504.34     ACH & Remote Deposit (schedule B)   155,026.26   155,026.26     Investment:   Investment:   Investment:   Intel from Schedule C   0.00     SUBTOTAL (DAILY WORK)   1,609,766.07   228,530.60   1,838,296.67     TOTALS INCLUDING BALANCE   1,690,201.59   281,551,746.65   283,241,948.24     Disbursement:   0   0.00   0.00     ''   Wire & ACH Debits (schedule F)   591,929.68   591,929.68     ''   Wire & ACH Debits (schedule F)   591,929.68   0.00     General Warrants (Fairfield Nat'l Bank)   808,357.74   808,357.74     Investment:   Total from Schedule C   0.00   0.00     Depository (schedule B & D)   228,530.60   228,530.60     Banks (Schedule E)   808,357.74   808,357.74     Investment:   Total from Chart 2 b   808,357.74	Checks from Depository (schedule E)	808,357.74		808,357.74		
ACH & Remote Deposit (schedule B)   155.026.26   155.026.26     Investment:   Total from Schedule C   Implement     Investment:   Total from Schedule C   0.00     SUBTOTAL (DAILY WORK)   1.609,766.07   228,530.60     Isbursement:   Implement   Implement     *   Wire & ACH Debits (schedule F)   591,929.68     Investment:   Interfield Nat'l Bank)   808,357.74     Bobsursement:   Implement   0.00     *   Interfield Nat'l Bank)   808,357.74     Banks (Schedule B & D)   228,530.60   228,530.60     Check #   0   0.00     Investment:   Total from Chart 2 b   808,357.74     Banks (Schedule B & D)   228,530.60   228,530.60     Check #   0   0.00   0.00     Investment:   Total from Chart 2 b   808,357.74   808,357.74	Deposited with:					
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		51,000.07	200,101,100.20			

Treasurer's Office, Fairfield County, Ohio Lancaster, Ohio May 30, 2025

To the County Auditor: IT IS HEREBY CERTIFIED, that the foregoing is a true and correct STATEMENT of the Financial Transactions of the County. 30th day of May

, also the balance in the treasurey and depositories at the close of business on said day. 2025

James N. Bahmen

**County Treasurer** 

Fiscal Specialist

#### Signature Page

Resolution No. 2025-06.24.d

A Resolution to Approve a Memo Transactions for Interest Allocation Reimbursements for Fairfield Department of Health, Fairfield County Parks, & Fairfield County Port Authority, Fund #7012, #7321, #7308, & #7865

(Fairfield County Commissioners)

This resolution has not yet been voted on.

#### CERTIFICATE OF CLERK

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

2025-06.24.e

# A resolution of conversion of prior year 2024 encumbrance (X-mode) to current year appropriation and appropriate from unappropriated expenditure object category for Fund# 2876

**WHEREAS,** the prior year encumbrance of \$4,000 issued to Martin Barker for Public Transit branding was cancelled; and

**WHEREAS,** appropriations are necessary for the 2025 Calendar Year Budget to make an expense adjustment; and

**WHEREAS,** appropriate from unappropriated into a major expenditure object category is will allow the expense adjustment to occur.

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

**Section 1.** Request that the County Auditor to convert prior year 2024 appropriations to current budget year 2025 \$ 4,000 as follows, showing as debit to fund cash:

Fund# 2876 - 001000 Balance Sheet Cash Account \$4,000 PO# 24008022

**Section 2.** Request that the Fairfield County Auditor appropriate from unappropriated funds into a major expenditure category for contractual services:

\$4,000 12287600 contractual services Project# R61V

A resolution of conversion of prior year 2024 encumbrance (X-mode) to current year appropriation and appropriate from unappropriated expenditure object category for Fund# 2876

For Auditor's Office Use Only:

**Section 2.** \$ 4,000 12287600 530000 R61v

**Section 3.** Request that the Fairfield County Auditor on behalf of the Budget Commission issue an Amended Certificate to reduce carryover encumbrances by \$4,000.
#### Signature Page

Resolution No. 2025-06.24.e

A Resolution of Conversion of Prior Year 2024 Encumbrance (X-mode) to Current Year Appropriation and Appropriate from Unappropriated Expenditure Object Category, Fund #2876

(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.

2025-06.24.f

## Approval for amendment and one year renewal of Space Use Agreement between Fairfield County Commissioners and TeenWorks, LLC at the Fairfield County Workforce Center.

**WHEREAS,** Fairfield County Commissioners own the building located at 4465 Coonpath Rd NW, Carroll, OH, 43112; and

**WHEREAS,** Fairfield County Commissioners are allowing TeenWorks, LLC to use space in the building to work toward enhancing economic and workforce development services in Fairfield County; and

**WHEREAS,** the agreement between Fairfield County Commissioners and TeenWorks, LLC was approved on February 7, 2023 by resolution 2023-02.07.c; and

**WHEREAS,** the term of the agreement ends February 28, 2025 with the option to renew for up to three one-year additional consecutive terms upon approval of the Fairfield County Commissioners; and

**WHEREAS,** due to construction at the Fairfield County Workforce Center an amendment to the space provided to TeenWorks is needed; and

**WHEREAS,** TeenWorks would like to renew their lease for another year and the economic and workforce development department are in agreement to this request

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

**Section 1.** That the Fairfield County Commissioners approve the lease renewal with TeenWorks for another year, term ending February 28, 2026.

**Section 2.** That the Fairfield County Commissioners approve the amendment to the original agreement with TeenWorks.

Prepared by: Angel Conrad

2025-06.24.f

Approval for amendment and one year renewal of Space Use Agreement between Fairfield County Commissioners and TeenWorks, LLC at the Fairfield County Workforce Center. 2023-02.07.c

## Approval for a Space Use Agreement between Fairfield County Commissioners and TeenWorks, LLC at the Fairfield County Workforce Center.

**WHEREAS,** Fairfield County Commissioners own building located at 4465 Coonpath Rd NW, Carroll, OH, 43112; and

**WHEREAS,** Fairfield County Commissioners are allowing TeenWorks, LLC to use space in the building to work toward enhancing economic and workforce development services in Fairfield County.

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

**Section 1.** That the Fairfield County Commissioners approve the agreement with TeenWorks.

Prepared by: Angel Conrad

Prosecutor's Approval Page

Resolution No.

Approval for a Space Use Agreement between Fairfield County Commissioners and TeenWorks, LLC at the Fairfield County Workforce Center.

(Fairfield County Economic & Workforce Development)

Approved as to form on 2/2/2023 2:24:40 PM by Amy Brown-Thompson,

(Any Brown Thompson

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

### LEASE FOR SPACE USE AT FAIRFIELD COUNTY WORKFORCE CENTER

This Lease for Space Use at the Fairfield County Workforce Center, located at 4465 Coonpath Road NW, Carroll, Ohio 43112 ("Lease") is made effective March 1, 2023, by and between the Fairfield County Commissioners ("FCC") and TeenWorks, LLC ("TEENWORKS"), who hereby agree as follows:

- 1. <u>Goal of Lease.</u> FCC and TEENWORKS recognize that each organization holds a valuable and respected place in our community and through this affiliation will work toward enhancing economic and workforce development services that each provides to improve our community.
- 2. <u>Term.</u> The term of this Agreement ("Term") shall commence on March 1, 2023 ("Commencement Date") and expire on February 29, 2024 ("Termination Date"), with the option to renew for up to three one-year (1) additional consecutive terms upon the written approval of the FCC. The Lease term is subject to early termination as provided under Sections 6 and 10 of this Lease.
- 3. <u>**Rent.**</u> TEENWORKS shall pay FCC rent in the amount of three hundred seventy-five dollars (\$375) monthly ("Rent") for occupancy of Ste.'s 117 & 118. The rent shall be due and payable within fifteen days of the end of each month during the term and successive terms. Payments shall be tendered to Fairfield County Workforce Center, 4465 Coonpath Rd. NW, Carroll Ohio 43112.
- 4. **Operating Costs and Utilities.** FCC will arrange and pay for all operating costs and utilities associated with the Premises, including the space occupied by TEENWORKS as identified in Section 2, as well as common areas. FCC will also provide common area maintenance and janitorial services at no additional cost to TEENWORKS. Maintenance in the space(s) in Exhibit A will be provided by FCC while TEENWORKS will be responsible for janitorial services in the space(s) identified in Exhibit A, which could include an arrangement for FCC to assume cleaning responsibility for a negotiated fee.
- <u>Termination for Convenience</u>. TEENWORKS may terminate this Agreement for its convenience and without cause any time upon ninety days prior written notice to the other party. Termination under this section will not affect the rights or remedies of either party then-existing or that may thereafter accrue.
- 6. <u>Indemnity.</u> TEENWORKS agrees to hold harmless and indemnify FCC and its elected officials, officers, employees and agents, from any loss, liability and expense (including, without limitation, reasonable counsel fees and court costs) and from any claims, actions or proceedings of any kind or nature of anyone whatsoever, arising or growing out of or in any way connected with, directly or indirectly, the use and occupancy by TEENWORKS of the Premises, or by reason of breach, violation or nonperformance of any obligation, covenant or condition hereof on the part of TEENWORKS, except to the extent that such claim, action or proceeding resulted from FCC's negligence. TEENWORKS shall require that its clients, invitees, and guests who participate in any training sessions or classes at the Premises execute a suitable waiver and release form that includes FCC and its elected officials, officers, employees, and agents as released parties.

- 7. <u>Common Areas and Parking.</u> FCC will provide TEENWORKS reasonable parking for its staff and visitors. TEENWORKS shall have reasonable access to the common areas of the Premises at no cost to TEENWORKS.
- 8. <u>Access Control.</u> Occupant shall have access to the Center and Premises 24 hours per day, 7 days per week. Occupant shall be provided with keycard access to the Center.
- 9. Default. The following shall be deemed an event of default: Failure by FCC to perform any obligation that is not remedied within ten days after receipt or written notice by TEENWORKS of such failure, unless because of the nature of such failure it cannot be corrected within such 10-day period, in which cause default shall be failure to commence correction within such 10-day period. Immediately upon the occurrence of any event of default or at any time thereafter, unless the event of default has been cured with the written consent of, or waived by TEENWORKS, TEENWORKS party may at its option terminate this Agreement without waiving any legal rights and remedies.
- 10. **Notices.** All notices required or desired to be given to either party under this Agreement shall be given in writing and deemed given when delivered personally, three days after having been mailed by certified mail (return receipt requested) to the party at the address(es) listed below, or one day after having been delivered to Federal Express or other express delivery for overnight delivery to the party at the address(es) listed below:

To Company

TeenWorks, LLC 95 Market Street, Carroll, OH 43112 2590 Kull Road Lancaster, Ohio 43130

To Occupant

Fairfield County Economic Development 210 E Main Street, Ste. 407, Lancaster, OH 43130

Upon execution of lease: 4465 Coonpath Rd. NW, Ste. 117, Carroll Ohio 43112

12. <u>Governing Law and Forum.</u> This Agreement shall be governed in regards to its execution, interpretation or enforcement in accordance with the laws of the State of Ohio. Venue for its enforcement or any action or proceedings based on this Agreement shall be in the Ohio Court of Claims for any claims of monetary damages against TEENWORKS.

**13.** <u>Assignment</u>. FCC shall not assign this Agreement or any of its rights or obligations herein. TEENWORKS may assign this Agreement or its rights or obligations herein upon thirty days' advance written notice to FCC.

14. <u>No Third-Party Beneficiary</u>. There shall be no third-party beneficiary to this Agreement and nothing contained in this Agreement will be deemed to create rights in persons that are not parties to the Agreement.

**15.** <u>Signage</u>. FCC shall permit TEENWORKS to place reasonable, temporary wayfinding signage within the Premises. TEENWORKS shall obtain FCC's prior consent to the appearance, content, and placement of such signage.

16. <u>Building and Equipment Alterations</u>. TEENWORKS may make necessary alterations to its space listed in Section 2 as needed to provide training and instruction for its students with prior approval from the FCC. Equipment may also be installed as needed. Requests for space adjustments and equipment installation must be made in writing and include location and details of space adjustments or equipment installation. FCC will have up to 14 days to accept or deny the request.

17. <u>Entire Agreement</u>. No oral statement or prior written material not specifically mentioned herein shall be of any force or effect, and no change in or addition to this Agreement shall be recognized unless evidenced by a writing executed by FCC and TEENWORKS. Such amendment shall become effective on the date stipulated therein.

18. <u>Waiver</u>. No Waiver of any rights or obligations hereunder shall be deemed to have occurred unless it is in writing signed by the party against whom such waiver is asserted, and no waiver shall be deemed a waiver of any other or subsequent rights or obligations.

**19.** <u>**Counterparts and Electronic Versions.**</u> This Agreement may be executed in several counterparts, and each executed counterpart shall be considered an original of this agreement. A version of this Agreement that contains a faxed or scanned and emailed signature shall be deemed an original.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have executed this Space Use Agreement as of the dates indicated below.

For TeenWorks, LLC			
Signature:	Diana Spurgus	_	
Print Name: _	Diana Spurgus	_	
Title:	Manager		
Date:	01/30/2023		

For Fairfield County Commissioners				
Signature:				
Print Name: Steve Davis				
Title: Commissioner, President				
Date: 2/7/2023				

Signature Page

Resolution No. 2023-02.07.c

Approval for a Space Use Agreement between Fairfield County Commissioners and TeenWorks, LLC at the Fairfield County Workforce Center.

(Fairfield County Economic & Workforce Development)

Upon the motion of Commissioner Jeffrey M. Fix, seconded by Commissioner David L. Levacy, this resolution has been Adopted:

Voting:

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

Board of County Commissioners Fairfield County, Ohio

#### CERTIFICATE OF CLERK

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

Rochalle Menningen

Rochelle Menningen Board of County Commissioners Fairfield County, Ohio

### AMENDMENT TO LEASE FOR SPACE USE AT THE FAIRFIELD COUNTY WORKFORCE CENTER BETWEEN FAIRFIELD COUNTY BOARD OF COMMISSIONERS AND TEEN WORKS, LLC

This Amendment is made and entered into effective upon execution by all parties hereto, by and between Fairfield County Board of Commissioners, a political subdivision of the State of Ohio, ("FCBCC") and TeenWorks, LLC, 2950 Kull Road, Lancaster, OH' 43130 ("TeenWorks"). 4465 (DOLPOTH RD, NW), CARRON, OH 43112

#### BACKGROUND INFORMATION

A. TeenWorks is leasing space from FCBCC at the Fairfield County Workforce Center under a lease executed on February 3, 2023 under Resolution No. 2023-02.07.c. ("Lease").

B. The lease term provided for a one year initial term with the option to renew for up to three additional one year terms pursuant to Section 2 of the Lease.

C. The parties desire to renew the Lease to February 28, 2026.

D. The parties also desire to revise Section 3 to eliminate the references to Suites 117 and 118 and to just state that FCBCC shall provide 466 square feet of office space to TeenWorks.

#### STATEMENT OF THE AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the FCBCC and AEP hereby agree as follows:

A. The Lease is hereby renewed to February 28, 2026.

B. Section 3 is deleted in its entirety and rewritten as follows:

"3. <u>**Rent.**</u> TEENWORKS shall pay FCC rent in the amount of four hundred fifteen dollars (\$415) monthly ("Rent") for occupancy of 498 sq. feet of the Center. If there are occurrences, such as construction, in which the square footage is below 498 square feet, FCC will reduce this fee by \$10 per square foot annually (\$.833 pre square foot per month). The rent shall be due and payable within fifteen days of the end of each month during the term and

successive terms. Payments shall be tendered to Fairfield County Workforce Center, 4465 Coonpath Rd. NW, Carroll Ohio 43112.

C. Except as modified herein, all terms, covenants and conditions contained in the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have duly executed this Amendment Between TeenWorks, LLC, And Fairfield County Board of Commissioners Agreement as of the last date set forth below.

**TEENWORKS, LLC** 

By:	Diane Spurgus, Manager
Date:_	6925
FAIR	FIELD COUNTY BOARD OF COUNTY COMMISSIONERS
By:	
•	Steve Davis
Date:	
By:	Jeff Fix
	Jeff Fix
Date:	
By:	
	Dave Levacy
Date:	
Date.	

\*

Prosecutor's Approval Page

Resolution No.

Approval for amendment and one year renewal of Space Use Agreement between Fairfield County Commissioners and TeenWorks, LLC at the Fairfield County Workforce Center.

(Fairfield County Economic & Workforce Development)

Approved as to form on 6/17/2025 11:52:16 AM by Amy Brown-Thompson,

(Anny Brown Thompson

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

#### Signature Page

Resolution No. 2025-06.24.f

Approval for Amendment and One Year Renewal of Space Use Agreement between Fairfield County Commissioners and TeenWorks, LLC at the Fairfield County Workforce Center

(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.

2025-06.24.g

## A resolution to approve the Aspyr and South Central Ohio Workforce Partnership Agreement.

**WHEREAS**, the Board of County Commissioners Economic and Workforce Development Department is the administrative and fiscal agent for the Area 20/21 Workforce Development Board (WDB) and the Area 20 WDB is entering into an agreement with Aspyr to partner on the U.S. Department of Labor Apprenticeship Building America Grant round 2; and

**WHEREAS**, Fairfield County, as the administrative and fiscal agent, needs to approve the agreement between the South Central Ohio Workforce Partnership (Area 20 WDB) and Aspyr,

# 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 approve the attached agreement regarding Aspyr and the South Central Ohio Workforce Partnership.

Prepared by: Bayley Fields



# **Contract Amendment**

Effective Date:	July 1, 2025	Contract Nbr:	24AH2B0066	
Service Provider:	South Central Ohio Workforce Partnership	CFDA Number:	17.285	
Program Title:	ABA_ARHCO	Amendment #	1	
New Contract Allocation Total Amount	\$100,438.50	Amended Contract Term:	Start: July 1, 2025	End: June 30, 2026

The original contract will be modified as follows – See Attachment A for the additional amended Budget and Scope of Services:

The contract amount will be \$100,438.50 for the second year of the ABA\_ARHCO Agreement with South Central Ohio Workforce Partnership contract awarded on 7/1/2024.

In addition, the contract was extended to 6/30/2026. Any funds previously awarded but not incurred by 6/30/2025 and invoiced by 7/31/2025 for the previous years are canceled from the contract amount.

All other terms and conditions contained in the above-stated Agreement and Amendments thereto shall remain in full force and effect except as amended herein.

Aspyr

South Central Ohio Workforce Partnership

Lisa Patt McDaniel, Chief Executive Officer

Name/Title

HANS TU CANE

Signature/Date

Rick Szabrak, Executive Director

Name/Title

Signature/Date

# Pre-Apprenticeship Hub-Attachment A

# Section 1: Agency Information

1.1	Agency Name	South Central Ohio Workforce Partnership
1.2	Address	4465 Coonpath Rd NW
	City	Carroll
	Zip	43112
1.4	Federal Tax ID Number	31-6400066
1.5	UEI Number	MAM8KFZZ4UL5
1.6	Type of Business	X Not for Profit
		Sole Proprieter
		LLC (Limited Liability)
		Corporation
		Governmental
1.7	Authorized Contract Signee	Rick Szabrak
	Phone	740-652-7162
	Email	rick.szabrak@fairfieldcountyohio.gov
1.8	Program Contact	Bayley Fields
	Phone	740-652-7162
	Email	bayley.fields@fairfieldcountyohio.gov

# **Attachment A**

# **Budget and Scope of Services**

BUDGET SUMMARY	
Client Service Costs	<u>Total</u>
Coordinator salary & benefits	\$71,379.00
Manager salary & benefits	\$ 15,000
Travel	\$ 3,090
Supplies	\$ 2,266
Admin	\$ 8,703.50

TOTAL BUDGET		Ş	100,438.50
	=		

# Scope of Work

Throughout the duration of the of the grant period, the Contractor will:

Designate a single point of contact for all communication and reporting.

Attend and contribute to regularly scheduled team meetings and all professional development and technical assistance sessions for ABA2 awardees.

Engage with stakeholders within country footprint to build and expand programs, prepare employers to recruit, mentor, train, and retain participants and increase participant representation across programs.

Collaborate in determining eligibility for incentive funding.

Guide employers through incentive funding process and ensure funded outcomes.

Actively engage in marketing and outreach to raise project profile.

Help develop technical assistance resources for all stakeholders.

Utilize resources and platforms designed to streamline project workflow.

Collaborate to meet the performance outcomes and outputs outlined in project work plan.

Provide performance data 10 business days before each quarterly performance report for the duration of the grant period (end date June 30, 2028).

Each reporting quarter is based on the program year (i.e., July 1 – June 30); therefore, the quarter end-dates are September 30, December 31, March 31, and June 30. Quarterly performance reports are due on August 15, November 15, February 15, and May 15.

Provide any other records or information necessary for Aspyr to maintain compliant records in accordance with the U.S. Department of Labor Employment and Training Administration.

2024-11.19.1

## A resolution to approve the Aspyr and South Central Ohio Workforce Partnership Agreement.

**WHEREAS**, the Board of County Commissioners Economic and Workforce Development Department is the administrative and fiscal agent for the Area 20/21 Workforce Development Board (WDB) and the Area 20 WDB is entering into an agreement with Aspyr to partner on the U.S. Department of Labor Apprenticeship Building America Grant round 2; and

**WHEREAS**, Fairfield County, as the administrative and fiscal agent, needs to approve the agreement between the South Central Ohio Workforce Partnership (Area 20 WDB) and Aspyr,

# 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 approve the attached agreement regarding Aspyr and the South Central Ohio Workforce Partnership.

Prepared by: Bayley Fields

Prosecutor's Approval Page

Resolution No.

A resolution to approve the Aspyr and South Central Ohio Workforce Partnership Agreement.

(Fairfield County Economic & Workforce Development)

Approved as to form on 11/18/2024 1:43:01 PM by Steven Darnell,



Organizational Information			Contract #:		
Organization Name	South Central Ohio Workforce Partnership				
Tax Identification Number	31-6400066	31-6400066 UEI Number MAM8KFZZ4UL5			
Address	4465 Coonpath Rd NW Carroll, OH 43112				
Organization Contact	Rick Szabrak, Executive Director		Contact Email	rick.szabrak@fairfieldcountyohio.gov	
Contact Phone	740-652-7162				

#### **SECTION 1: SCOPE OF SERVICES**

Aspyr agrees to contract with South Central Ohio Workforce Partnership hereinafter referred to as the CONTRACTOR. The CONTRACTOR shall perform all the necessary services under this contract, as listed in the scope of services and as defined in Attachment A – Approved Budget – of this agreement.

Total Award Amount: \$92,950.00 (as defined in attachment A - Approved Budget Agreement)

#### **SECTION 2: TERM OF CONTRACT**

The term of the contract is from July 1, 2024, to June 30, 2025. This contract covers costs as listed in attachment A of this contract, that are completed during the contract period, are approved by Aspyr. The term of the contract may be extended annually through June 30, 2028, per agreement between Aspyr and South Central Ohio Workforce Partnership.

#### **SECTION 3: DISBURSEMENT**

- A. Aspyr shall reimburse the CONTRACTOR based upon invoices submitted, with the proper source documentation to verify the expenditures. The contractor's invoice must be submitted on their letterhead, and include an invoice number, date, dates of service, and signed it must be signed by an authorizing representative.
- B. Invoices shall be submitted by email (instructions below), and received at the Aspyr office located at 1650 Lakeshore Drive, Suite 110 Columbus, OH 43204 no later than the Tenth (10<sup>th</sup>) of each month. Non-adherence to this schedule may make this contract null and void. The invoice should include:
  - a. Invoice number
  - b. Date of submission
  - c. Invoice period

- d. Services rendered and any required supportive documentation
- e. All invoices and correspondence should be emailed to the attention of Jessica Weithman, Director of the Apprenticeship Hub, Chance Shannan, COO, and Amber Glanton, Finance Manager:

jweithman@aspyrworkforce.org cc: cshannan@aspyrworkforce.org aglanton@aspyrworkforce.org

- C. Amount of reimbursement is solely dependent upon the availability of funding at time of invoice, and review and acceptance of the invoice with its source documentation.
- D. Funds may not be redistributed hereunder without approval of Aspyr and an executed amendment of the contract.
- E. Reimbursement is subject to receipt of funds from the Department of Labor ETA, Aspyr shall make payment under this Contract according to the Electronic Funds Transfer (EFT) authorization as submitted by the contractor.

#### **SECTION 4: TERMINATION**

- A. Contract termination shall be defined as the cancellation of Federal or State assistance, in whole or in part, under a contract at any time prior to the date of completion.
- B. Termination shall be by one of the following methods:

<u>Cause</u>: May terminate any contract in whole, or in part, and any payment pertaining thereto, at any time before the date of completion whenever it is determined that the CONTRACTOR has failed to comply with the conditions of this contract. Aspyr shall promptly notify the CONTRACTOR in writing of the determinations and the reasons for their termination, together with the effective date.

<u>Convenience</u>: Aspyr or CONTRACTOR may terminate contracts in whole, or in part, when both parties agree that the continuation of the contract would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date and, in the case of partial terminations, the portion to be terminated. The CONTRACTOR shall not incur new obligations for the terminated portion after the effective date and shall cancel as many outstanding obligations as possible. Aspyr shall allow full credit to the CONTRACTOR for ASPYR's share of the non-cancellable obligations, properly incurred by the CONTRACTOR prior to termination.

C. In the event of termination of this contract, the CONTRACTOR shall be entitled to compensation for any reimbursed expenses reasonably and necessarily incurred in satisfactory performance of the contract.

#### **SECTION 5: TERMS AND CONDITIONS**

- A. In the event of any modification, termination, or other amendment to the Apprenticeship Building America (Round 2) funding, either by an act of Congress or administratively by the President of the United States, Aspyr reserves the right to terminate or otherwise modify this Contract at its option, notwithstanding any other provision of the Contract.
- B. At any time during normal business hours and as often as Aspyr, the State of Ohio, USDOL and/or Comptroller General of the United States may deem necessary, there shall be made available to same for examination of all its records with respect to all matters covered by this Contract and will permit same to audit, examine and make excerpts of invoices, materials, payrolls, personnel records, conditions of employment and other data relating to all matters covered by this Contract.
- C. At the direction of Aspyr, the CONTRACTOR shall establish such procedures and reporting requirements as are reasonably necessary to fulfill CONTRACTOR'S obligations under this Contract. The CONTRACTOR shall invoice Aspyr in accordance with the current invoice guidelines. It is hereby mutually understood and agreed that the administration and

professional implementation of all programs is the responsibility of Aspyr. As such, the implementation personnel of the CONTRACTOR shall perform the required services of this Contract at the direction and instruction of the USDOL and Aspyr.

- E. The CONTRACTOR and Aspyr may, from time to time, require changes to the scope of services to be provided hereunder that are of substantive nature. Such changes, including any increase or decrease in the amount of the CONTRACTOR's compensation, which are mutually agreed upon between Aspyr and the CONTRACTOR, shall be incorporated by written amendment to this Contract.
- F. The CONTRACTOR shall not assign any interests in the Contract without prior mutual agreement between the CONTRACTOR and Aspyr evidenced by written amendment to this Contract.
- G. The CONTRACTOR assures compliance with all applicable business licensing, taxation, and insurance requirements.
- H. The CONTRACTOR will comply with all applicable Federal, State and Local laws, rules, and regulations which deal with or are related to the employment of persons who perform work or are assisted under this Contract.
- I. Parties agree to prohibit employees from using their positions for a purpose that is, or gives the appearance of, being motivated by a desire for private gain for them, particularly those with whom they have family, business, or other ties.
- J. The CONTRACTOR shall agree to attempt to resolve disputes arising from this contract through administrative processes and negotiations in lieu of litigation. The CONTRACTOR ensures performance during disputes.
- K. The CONTRACTOR accepts full responsibility for prompt payment of all applicable unemployment compensation contributions or reimbursements, insurance premiums, workers' compensation premiums, all income tax deductions, social security deductions, and any and all other employer taxes and payroll deductions required for all employees.
- L. Both parties to this Contract ensure that no funds under this Contract shall be used for lobbying activities.
- M. The CONTRACTOR certifies that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
- N. Both parties to this Contract ensure that their officers, employees, and agents will not solicit or accept gratuities, favors, or anything of monetary value as a result of this Contract.

#### **SECTION 6: EEO/AFFIRMATIVE ACTION**

As a condition to the award of financial assistance from the Department of Labor, the CONTRACTOR assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following:

Prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship status as a lawfully admitted immigrant authorized to work in the United States or participation in any Title I financially assisted program or activity.

Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color and national origin:

Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities:

The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age and

Title IX of the Education Amendments of 1972 as amended, which prohibits discrimination on the basis of sex in educational programs.

#### SECTION 7: RETENTION OF RECORDS

The CONTRACTOR shall retain all records pertaining to this program for a period of five (5) years. These records include, but are not limited to, financial, statistical, property, and participant records, and supporting documentation. Records for nonexpendable property

shall be retained for five (5) years after final disposition of the property. The aforementioned records will be retained beyond the five (5) year period if any litigation is begun and audit has not been completed, or if a claim is instituted involving the contractual agreement covered by the records. In these instances, the records will be retained until the litigation, audit, or claim has been resolved. The five (5) year retention period for individual participant(s) records after contract completion.

#### **SECTION 8: MARKETING AND PROMOTION**

The parties agree that media coverage and promotional partnership are mutually beneficial when publicizing or referencing the program. The general guidelines itemized below apply to all media outreach, social media posts, press releases, requests for interviews, and all other promotional and educational materials including, but not limited to, print, electronic, video, or audio formats.

#### General guidelines

- A. Press releases, social media posts, and all other public references to the program must include the statement "...supported by Aspyr."
- B. All materials and/or interview requests must include contact information for the Aspyr representative.

Jessica Weithman Aspyr 1650 Lake Shore Dr. Suite 110 Columbus, OH 43204 jweithman@aspyrworkforce.org

- C. Apprenticeship Resource Hub of Central Ohio logo should be included, when appropriate, on all documents, posts, and/or printed materials that references activities, promotions, and/or media outreach of the program.
- D. It is agreed that Owner retains all rights in the Logos, and that all goodwill associated with the Logos vests in Owner. Company agrees that it shall not knowingly or intentionally alter the Logos, or manipulate any image(s) thereof, either by blurring, distortion or other means of reproduction or display.

#### SECTION 9: CONFIDENTIALITY OF INFORMATION

To the extent feasible and permissible by law, Aspyr will honor the Contractor's request that confidential information submitted will remain confidential. The information is treated as confidential only if: (1) the information is, in fact, protected confidential information such as trade secrets or privileged or confidential commercial or financial information not defined as public record, (2) the information is specifically identified as confidential by the applicant, and (3) no disclosure of the information is required by law or judicial order.

#### **Management Certification**

I hereby certify I have read the foregoing contract, and the information contained herein is true and accurate to the best of my knowledge. Furthermore, our organization does not have any outstanding liabilities with the State of Ohio, the county or city where located, or the United States of America, nor are we currently involved in any labor disputes.

This agreement will also be submitted with a Contractor's W-9 and Aspyr's Electronic Funds Transfer form.

Signature onal Ren

Lisa Patt McDaniel, Chief Executive Officer - Aspyr

ovender 19, 2024 Date

11/15/24

Date

# Pre-Apprenticeship Hub-Attachment A

Section 1: Agency Information

1.1	Agency Name	South Central Ohio Workforce Partnership
1.2	Address	4465 Coonpath Rd NW
	City	Carroll
	Zip	43112
1.4	Federal Tax ID Number	31-6400066
1.5	UEI Number	MAM8KFZZ4UL5
1.6	Type of Business	X Not for Profit
		Sole Proprieter
		LLC (Limited Liability)
		Corporation
		Governmental
1.7	Authorized Contract Signee	Rick Szabrak
	Phone	740-652-7162
	Email	rick.szabrak@fairfieldcountyohio.gov
1.8	Program Contact	Bayley Fields
	Phone	740-652-7162
	Email	bayley.fields@fairfieldcountyohio.gov

# **Attachment A**

# **Budget and Scope of Services**

BUDGET SUMMARY	
Client Service Costs	<u>Total</u>
Coordinator salary & benefits	\$69,300.00
Manager salary & benefits	\$ 10,000
Travel	\$ 3,000
Supplies	\$ 2,200
Admin	\$ 8,450

TOTAL BUDGET	\$	92,950
Scope of Work		
Throughout the duration of the of the grant period, the Contractor will:		
Designate a single point of contact for all communication and reporting.		
Attend and contribute to regularly scheduled team meetings and all professional	developme	nt and
technical assistance sessions for ABA2 awardees.		
Engage with stakeholders within country footprint to build and expand programs,		
recruit, mentor, train, and retain participants, increase participant representation	across pro	grams, and
increase multi-employer or sector lead partnerships.		
Collaborate in determining eligibility for incentive funding.		
Guide employers through incentive funding process and ensure funded outcomes	i.	
Actively engage in marketing and outreach to raise project profile.		
Help develop technical assistance resources for all stakeholders.		
Utilize resources and platforms designed to streamline project workflow.		
Collaborate to meet the performance outcomes and outputs outlined in project v		- duration of
Provide performance data 10 business days before each quarterly performance route grant period (end date June 30, 2028).	sport for the	e duration of
Each reporting quarter is based on the program year (i.e., July $1 - June 30$ ); there	fore, the qu	arter end-
dates are September 30, December 31, March 31, and June 30. Quarterly perform		
August 15, November 15, February 15, and May 15.		
Provide any other records or information necessary for Aspyr to maintain complia	ant records	in accordance
with the U.S. Department of Labor Employment and Training Administration.		

#### Signature Page

Resolution No. 2024-11.19.1

A resolution to approve the Aspyr and South Central Ohio Workforce Partnership Agreement.

(Fairfield County Economic & Workforce Development)

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

Voting:

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

Board of County Commissioners Fairfield County, Ohio

#### CERTIFICATE OF CLERK

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

Pochelle Merringer

Rochelle Menningen Board of County Commissioners Fairfield County, Ohio

#### Prosecutor's Approval Page

Resolution No.

A resolution to approve an amendment to the Aspyr and South Central Ohio Workforce Partnership Agreement.

(Fairfield County Economic & Workforce Development)

Approved as to form on 6/17/2025 2:44:50 PM by Amy Brown-Thompson,

(Any Brown Thompson

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

Signature Page

Resolution No. 2025-06.24.g

A Resolution to Approve an Amendment to the Aspyr and South Central Ohio Workforce Partnership Agreement

(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.

2025-06.24.h

## A Resolution to Submit Drainage Improvement Estimates.

**WHEREAS,** pursuant to ORC 6137.03, the County Engineer shall inspect the drainage improvements in the county. On or before the first day of July of each year, the County Engineer shall report to the Board of County Commissioners both the following: (1)[6137.03(C)(1)] The County Engineer's findings regarding the present condition of the drainage improvements in the county; (2) [6137.03(C)(2)] An estimate of the amount of funds necessary to repair and maintain the improvements for the following year; and

**WHEREAS,** the County Engineer has conducted said drainage improvement inspections and estimated each for needed maintenance, and

**WHEREAS,** the County Engineer is submitting the attached 2025 Fairfield County Drainage Maintenance District estimates to this Board of County Commissioners, and

**WHEREAS,** the County Engineer is requesting this Board of County Commissioners authorize the County Engineer to repair each drainage improvement with a condition rating of "3" or below and utilize the funds allocated to the individual drainage improvement in the Drainage Maintenance District Account(s).

# 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 attached 2025 Fairfield County Drainage Maintenance District estimates.

**SECTION 2:** that this Board of Commissioners resolves to and does hereby authorize the County Engineer to maintain the attached drainage improvement projects with a condition rating of "3" or below and utilize funding for such repairs from the Drainage Maintenance District designated for each drainage improvement.

**SECTION 3:** that the Clerk of this Board of Commissioners furnish the County Engineer with one signed copy of this Resolution for further processing.

2025-06.24.h

Prepared by: Cheryl Downour cc: Engineering Department

SUBDIVISION	PHASE /SECTION	TWP	CONDITION 1-5 **	REQUIRED MAINTENANCE	ESTIMATE
Arbaugh Ridge Estates		BLOOM	3	lot 11 hw 1 weedeat	\$500.00
Ashley Creek	Sec 1	VIOLET	3	CB 16 Brick and mortar	\$1,000.00
Ashley Creek	Sec 2	VIOLET	3	CB 29,57,59,43,46,2,8 Brick and Mortar	\$7,000.00
Ashley Creek	Sec 3	VIOLET	3	CB 25 Brick and Mortar	\$1,000.00
Ashley Creek	Sec 4	VIOLET	3	CB 52,73 Brick and Mortar	\$1,900.00
Ashley Creek	Sec 5	VIOLET	3	HW 35 cut trees, CB 60,81 Brick and Mortar	\$2,500.00
Bentwood Farms	Sec 2	VIOLET	3	CB 8,9,23,29A,41 Brick and Mortar, HW 30 Cut Trees and Brush	\$5,500.00
Bentwood Farms	Sec 3	VIOLET	3	CB 18 Brick and Mortar	\$1,000.00
Brookside Estates		LIBERTY	5	None	\$0.00
Cansada Estates	2	VIOLET	3	CB 1 weeds in catch basin, EW1 cut brush	\$300.00
Carroll Estates		GREENFIELD	3	CO lot 2,3,4,5,7,8 look for cleanouts	\$1,000,00
Cedar Creek Eslates	Ph 1,2	BLOOM	3	CB 3 fill sink hole with 304	\$200.00
Chesapeake	1,2,3	VIOLET	3	catch basin 1,2,12 brick and mortar, section 2-3 Under Bond	\$3,000.00
Chester Heights	2	VIOLET	3	look for cleanouts lots 4,12, mow lateral c,d box culv to road and lateral a to outlet , uncover outlet pipes, cut tree off easement by creek	\$2,100.00
Cook's Pond Estates		PLEASANT	3	look for cleanouts lots 6,8,9,21,30,31 , mow system 6,7 easement	\$2,000.00
Crescent Cove	•	WALNUT	3	mow easement lot 17 zero turn / weedeater, clean out pipe and overflow	\$3,000.00
Crist Estates		BLOOM	3	clean outs lot 2,9,17,18 look for clean outs	\$400.00
Daysprings		VIOLET	3	catch basin 5 brick and mortar, clean hicken bottom	\$2,000.00
Deer Run Estates		BLOOM	3	clean out lot 4 6" ads cap, man hole 1 dig up 8" riser ring	\$900.00
Estates of Lake Forest		VIOLET	5	UNDER BOND	\$0.00
versole Business Park	1	GREENFIELD	3	mow basin and overflow and ditch, east basin WQ cut trees	\$2,500.00
ainfield Farms	Sec 1	BLOOM	3	weed eat channel c	\$1,500.00
airfield Farms	Sec 2	BLOOM	3	lots 31-32 easement / road calvert	\$1,000.00
orest Green Estates	Ph 1	LIBERTY	3	clean out lots 7,19,20A,22,33 look for clean outs, mow waterway A, replace lot 4 6"sdr cap, replace 6" animal guard outlet pipe in field, waterway A spray cattails	\$2,500.00
Blenshire III	Sec 4	VIOLET	5	none	\$0.00
Glenshire (II	Sec 5,Ph 1	VIOLET	3	catch basin 18 brick and mortar	\$1,000.00
Glenshire III	Sec 5, Ph 2	VIOLET	0	0	\$0.00
Freencastle Heights	1	BLOOM		head wall 8 cut brush / small trees, catch basin 3 fill with 304's	\$600.00
Greenfield Estates	Ph 1	GREENFIELD	3	clean out lots 35,34,3,57,56,53,8,9,10 look for clean outs, by catch basin 13 replace 4" round grate, fill sink hole 304's, spray and remove all cattails	\$8,200.00
Greenfield Estates	Ph 2	GREENFIELD	3	clean outs lots 8,9,11,14 look for clean outs, cleanout 5,13 replace 6" sdr	\$800.00
Greenfield Estates	Ph 3	GREENFIELD	3	man hole 2 weed eat brush/caltails, replace 6"sdr cap/sleeve, manhole 4 clean mois	\$600.00
Groves Ridge	2	PLEASANT	3	clean outs 1,2,3, look for clean outs	\$300.00

\*\* CONDITION 5 - No work needed

4 - Minor problems, no work planned

3 - Maintenance needed

2 - Major problems, maintenance required

1 - Severe problems, emergency maintenance needed immediately

pg 1 of 4

SUBDIVISION	PHASE /SECTION	TWP	CONDITION 1-5 **	REQUIRED MAINTENANCE	ESTIMATE
Haaf Farms	Sec 3	VIOLET	3	head wall A,C cut brush, mow west basin channel, west basin and behind catch basin 19 spray cattails, catch basin 14,17 brick and mortar, clean basin	\$6,500.00
Haaf Farms	Sec 4	VIOLET	3	head wall A,B cut brush	\$1,000.00
Haaf Farms	Sec 5	VIOLET	3	clean basin	\$1,000,00
Haaf Farms	Sec 6, Ph 1 & 2	VIOLET	3	catch basin 5,9,25, manhole 9 brick and mortar	\$4,000,00
Haaf Farms	Sec 7	VIOLET	3	catch basin 6 till with 304's, catch basin 5, manhole 13 brick and mortar, clean basin	\$3,150.00
Hampton Ridge	Ph 1	VIOLET	5	NONE	\$0.00
Hampton Ridge	Ph 2	VIOLET	5	NONE	\$0.00
Heather Lake (Glen)	Sec 1	BLOOM	3	outlet for ayrshire ct/rd calvert 3 spray cattails	\$500.00
Heather Lake	Sec 2	BLOOM	3	hand ditch man hole 8 outlet, lots 46-48 outlet for woodglen ct remove and spray cattalis contractor ohio aqua master	\$4,100.00
Heather Lake	Sec 3	BLOOM	5	none	\$0,00
Heron Crossing	1	VIOLET	3	weed eat existing pond dam outlet, rcp overflow and EW4 outlet exist pond spray cattails, clean basins ,check wq	\$4,000.00
Heron Crossing	2	VIOLET	5	UNDER BOND	\$0,00
Heron Crossing	3	VIOLET	5	UNDER BOND	\$0,00
Heron Crossing	4	VIOLET	5	UNDER BOND	\$0.00
Heron Crossing West	1	VIOLET	5	UNDER BOND	\$0.00
Heron Crossing West	2	VIOLET	5	UNDER BOND	\$0.00
Heron Crossing West	3	VIOLET	5	UNDER BOND	\$0.00
Hickory Ridge Estates	÷	GREENFIELD	3	clean outs lots 1,2 look for clean outs, fill sink hole 304's	\$400.00
Hocking Run Estates		BLOOM	3	outlet A weed eat outlet, cleanout K,R, shopvac mud out	\$400.00
Jefferson Farms	Ph 5	VIOLET	5	none	\$0.00
Jefferson Farms	Ph 6	VIOLET	3	catch basin 7,8 fill sink hole 304's	\$200.00
Mallard Pond	Sec 2,3	VIOLET	2	head wall 1 cut brush, head wall 11 cut brush/bamboo, catch basin 10 remove dirt and leafs, catch basin 12,13 brick and mortar	\$3,800.00
Mallard Pond	Sec 4 Ph 1-3, Sec 5 Ph 1-3	VIOLET	3	man hole C weed eat outlet pipe, catch basin 12,16,17,19,20 brick and mortar	\$5,500.00
Meadowmoore	Sec 1	VIOLET	3	head wall 1 cut brush/ trees, headwall 5, catch basin 33,35,36, clean front basin	\$6,000.00
Meadowmoore	Sec 2 Ph 1	VIOLET	3	head wall 1,3 cut brush/ trees, basin spray cattails, clean basin	\$3,500.00
Meadowmoore	Sec 2 Ph 2	VIOLET	3	head wall 2 hand ditch to creek, catch basin 12,13 brick and mortar	\$3,000.00
Meadowmoore	Sec 3 Ph 1 & 2	VIOLET	3	head wall 1 cut brush/ trees, catch basin 22 brick and mortar	\$2,000.00
	Sec 3 Ph 2	VIOLET	5	none	\$0.00
Meadowmoore	Sec 3 Ph 3	VIOLET	3	catch basin 15,17,18	\$3,000.00
Meadowmoore	Sec 4	VIOLET	3	head wall 1 cut brush/ trees, catch basin 7 fill with 304's, catch basin 5 22 23 24 25 brick and modar	\$6,150.00
Meadowmoore Reserve	1	VIOLET	5	UNDER BOND	\$1,950.00
Meadowmoore Reserve	2	VIOLET	5	UNDER BOND	\$750.00
Dak Creek	1	GREENFIELD	3	Clean outs c4,e4,f1, lot 5 look for clean outs, outlet after cleanout C5 cut brush uncover man hole D1	\$1,700.00
Dak Creek II	2	GREENFIELD	3	replace 6" animal guard on outlet after co B1, replace 15x15 concrete lid	\$300.00
Ochs\Replat Valley View	4.C	PLEASANT	5	none	\$0.00
Ochs Subdivision	Ph 1	PLEASANT	3	head wall A, outlet cut brush and small trees	\$500.00
heasant Ridge	Ph 1	BLOOM	3	headwall by lot 29 cleanout cut trees	\$500.00
Pheasant Ridge	Ph 2	BLOOM	5	none	\$0.00
Pine Hill Estates	4	BLOOM	3	clean outs 10,11 look for clean outs	\$200.00

\*\* CONDITION 5 - No work needed

4 - Minor problems, no work planned

3 - Maintenance needed

2 - Major problems, maintenance required

1 - Severe problems, emergency maintenance needed immediately

pg 2 of 4

SUBDIVISION	PHASE /SECTION	TWP	CONDITION 1-5 **	REQUIRED MAINTENANCE	ESTIMATE
Ravines at Tollgate		VIOLET	3	catch basin 6,8 brick and mortar	\$2,000.00
Rush Creek Estates	Ph 1	PLEASANT	3	clean outs lot 11,16 look for clean outs, replace 6" ads cap lots 9-10, replace 13' of outlet pipe	\$2,500.00
Rush Creek Estates Saddlebrook Farms	Ph 2	PLEASANT	3	clean outs lot 40 look for clean outs	\$150.00
Sagamore Pond	Sec 2 Pt 1	LIBERTY	3	catch basin 1 fill sink hole 304's, clean basin - outlet mowback lines catch basins 8-14, catch basin 7,7A,8 cut trees off catch	\$1,200,00
	-			hasins catch hasin 13 23 brick and mortar clean hasin clean outs lot 15 look for clean out, headwall 3,4,15,outlet by headwall 3	\$6,000.00
Slate Ridge	Sec 1	BLOOM	3	cut trees	\$500_00
Slate Ridge	Sec 2	BLOOM	3	Iol 13 catch basin,catch basin 20	\$300.00
Slate Ridge	Sec 3	BLOOM	5	none	\$0,00
Slate Ridge	Sec 4	BLOOM	3	mow cedar hill channel with side mower, waterway #1 spray cattails	\$2,000.00
South Hampton	S1 P1	VIOLET	5	under maintenance bond	\$0,00
South Hampton	S2	VIOLET	5	under maintenance bond	\$0.00
Spring Creek	Sec 1 Ph 1	VIOLET	3	clean basins and WQ	\$2,000.00
Spring Creek	Sec 1 Ph 2	VIOLET	3	head wall BB2 weed eat	\$150.00
Spring Creek	Sec 1 Ph 3	VIOLET	3	calch basin Y2 weed eat	\$150.00
Spring Creek	Sec 2 Ph 1	VIOLET	3	WQ det pond overflow and outlet channel mow with side mower, spray phragmites	\$4,500.00
Spring Creek	Sec 2 Ph 2	VIOLET	3	rebuild catch basin R1, catch basin S6,T2,C1,D1,D2 brick and mortar	\$9,000.00
Spring Creek	Sec 2 Ph 3	VIOLET	5	none	\$0.00
Spring Creek	Sec 2 Ph 4	VIOLET	3	catch basin G5,G7 fill 304's, catch basin I1 brick and mortar	\$1,200.00
Spring Creek	Sec 3	VIOLET	3	box calvert 31-32, WQ 36 pond spary cattails	\$1,000.00
Spring Creek/Peyton Ridge	2	VIOLET	3	clean basin	\$1,000.00
Stone Hill Estates	S1	BLOOM	5	under maintenance bond	\$0.00
Summerfield XV	1.1	VIOLET	3	manhole 48 clean leafs, calch basin 2 fill with 304's, calch basin 51,53 brick and mortar	\$2,250.00
Valley View	Sec 1	PLEASANT	3	clean out 8 cut brush	\$150.00
Valley View	Sec 2	PLEASANT	5	none	\$0,00
Views at Pine Hills	Ph 1	BLO	5	UNDER BOND	\$0.00
Views at Pine Hills	Ph 2	BLO/GRE	5	UNDER BOND	\$0.00
Violet Meadows	Sec 1	VIOLET	3	catch basin 13, manhole 8 find and uncover, catch basin 24 fill with 304's, headwall 16 channel spray cattails, catch basin 11,22,23 brick and mortar, clean basin	\$5,000.00
Violet Meadows	Sec 2 Ph 1 & 2	VIOLET	3	man hole 61 find and uncover, catch basin sec2p1 , 22,59,63,67, sec 2 p2 catch basin16,19,42,48,53	\$9,150.00
Violet Meadows	Sec 2 Ph 3	VIOLET	5	UNDER BOND	\$0.00
Violet Meadows	Sec 3	VIOLET	3	calch basin 9 find and uncover, headwall 18 cut trees and brush, clean	\$1,500.00
Violet Meadows	Sec 4 Pt1&2	VIOLET	3	basin head wall 4,7 cut brush/small trees, sec 4p1 catch basin 26	
violet Meadows	Sec 5 Ph1&2	VIOLET	5	UNDER BOND	\$3,000.00
violet Meadows	Sec 6, Ph1&2	VIOLET	5	UNDER BOND	\$0.00
Vest Buckeye lake drainage improvement		WALNUT	3	mow basin and driveway 3 times a year, outlet 7 replace 12' of 12" pipe, greese pump, check outlets	\$7,000.00
Winding Creek	Sec 1	VIOLET	3	head wall 1 cut brush/trees	\$500.00
Winding Creek	Sec 2, Pt 1-4	VIOLET		man hole 40 burried find and uncover, catch basin 51 cut brush,head wall A cut brush/ trees head wall 1 cut brush, catch basin 18,37 brick and	\$5,000.00
Winding Creek	Sec 2, Pt 5	VIOLET	5	none	\$0.00
Winding Creek	Sec 3, Pt 1-3	VIOLET	3	catch basin 22,30 brick and mortar	\$2,000.00
Ninding Creek	Section 4	VIOLET	3	head wall 1,2 cut brush	\$500.00
Winding Creek	Sec 5 Ph 1	VIOLET	3	head wall 1 cut brush, head wall 11 cut brush/bamboo, catch basin 10 remove dirt and leafs, catch basin 12,13 brick and mortar, catch basin 4,14,23,26 brick and mortar	\$4,500.00
Windy Hills	Re-Plat	HOCKING	3	road culvet cut back brush	\$200.00
Noodside Meadows		LIBERTY		clean outs lots 1,2 look for clean outs, lot 16 cleanout,catch basin 6,14 fill with 304's	\$750.00

\*\* CONDITION 5 - No work needed

4 - Minor problems, no work planned

3 - Maintenance needed

2 - Major problems, maintenance required

1 - Severe problems, emergency maintenance needed immediately pg 3 of 4

SUBDIVISION	PHASE /SECTION	TWP	CONDITION 1-5 **	REQUIRED MAINTENANCE	ESTIMATE
Woodstream	Sec 1	VIOLET	3	clean basins 2-3	\$1,000,00
Woodstream	Sec 2 & 3	VIOLET	3	channel basin 1 and basin 3 overflow outlet mow with side mower, clean basin	\$5,000.00
Woodstream	Sec 4 Ph 1	VIOLET	3	catch basin 10,15 brick and mortar	\$2,000.00
Woodstream	Sec 4 Ph 2	VIOLET	5	none	\$0_00
Woodstream	Sec 5	VIOLET	3	catch basin 15 brick and mortar	\$1,000.00
Lateral 'A'	Fairfield- Licking Joint	Walnut	5	see FCSWD report	\$0,00
Goss Ditch Fairfield	Fairfield	Liberty	5	see FCSWD report	\$0.00

\*\* CONDITION 5 - No work needed

a - Nio work needed
a - Minintenance needed
b - Major problems, maintenance required
a - Severe problems, emergency maintenance needed immediately

pg 4 of 4

#### Signature Page

Resolution No. 2025-06.24.h

A Resolution to Submit Drainage Improvement Estimates

(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.
2025-06.24.i

# A Resolution Authorizing the Approval of an Agreement for the purchase of tables and chairs of the Sheridan Center with Loth Inc .

**WHEREAS,** The Board of County Commissioners owns the building known as the Sheridan Center located at 1550 Sheridan Drive in Lancaster and are constructing a conference center; and

**WHEREAS**, the County desires to use the Omnia Cooperative Purchasing Agreement as a method to procure these services per the Master Agreement with Omnia; and

**WHEREAS,** Omnia has procured Sit On It and Special T as providers of furniture and Loth INC is an authorized distributor for both products; and

**WHEREAS,** the Facilities Director and County Administrator have reviewed the proposals from Loth Inc in the amount of \$211,228.88 and

**WHEREAS,** funds have been placed in the capital projects fund for the specific purpose of the Sheridan Center, and a purchase order encumbering the funds for the services has been acquired; and

**WHEREAS,** the agreement with Loth Inc, has been approved to form by the County Prosecutor, and

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

**Section 1**. The Board of County Commissioners approve the attached purchase contract in the amount of \$211,228.88, with Loth Inc, and authorizes the board president to sign the contract documents.



3574 East Kemper Road Cincinnati, OH 45241 p: 513.554.4900 f: 513.554.8700 855 Grandview Avenue Columbus, OH 43215 p: 614.487.4000 f: 614.487.8281

Federal I.D. Number: 31-1408389

DUNS #00-892-7345

### Quotation 36605

Quote Date 06/09/25 mm/dd/yy Customer FAIR00 Terms No Profile Account Representative CHRISTY HALL-THOMPSON/SGI

Quote To

Ship To

FAIRFIELD COUNTY DEVELOPMENT CENTER Columbus OH 43215

FAIRFIELD CO. WORKFORCE CENTER 4465 COONPATH RD CARROLL 43112

#### Sales Location LOTH INC, COLUMBUS

FAIRFIELD COUNTY DEVELOPMENT CENTER CHAIRS

\*\*\*\*\*THANK YOU FOR YOUR CONSIDERATION\*\*\*\*\*

\*\*\*\*\*\*\*\*\*\*\*\*\*\*

EXEMPLIS PRICED PER OMNIA CONTRACT #R191803

PRICING INCLUDES DELIVERY AND INSTALLATION DURING NORMAL WORKING HOURS (MONDAY TO FRIDAY 8AM TC 4:30PM)

PRICES ARE BASED ON CURRENT LAWS AND REGULATIONS. IF CHANGES IN THE LAWS, TARIFFS, TAXES OR MANDATES INCREASE THE COST, THE SELLER RESERVES THE RIGHT TO ADJUST THE PRICING ACCORDINGLY WITI WRITTEN NOTICE AND DOCUMENTATION.

### QUOTE VALID THROUGH 6/12/2025 DUE TO MANUFACTURER PRICE INCREASE

Desc	ription	Quantity	Unit Price	Extended Price					
BAS	E QUOTE								
1	<b>1131.FT2.US.PB.AR0</b> - Orbix. Wire Rod Chair, Upholstered Seat, Plastic Back, Armless <b>Frame Finish:</b>	350	148.28	51,898.00					
	FC15: Chrome Frame								
	Glide Option Selection:								
	G0: No Glides								
	Plastic Shell Color Selection:								
	SC18: Sterling								
	FG3: Fabric Grade 3								
	ELITE LEATHER PLUS: Elite Leather Plus Color Selection								
	OCEAN: Elite Leather Plus Ocean								
	Packaging Options:								
AC: Fully Assembled in Carton									
	ACCEPTANCE SUBJECT TO TERMS AND CONDITIONS.								



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DUNS #00-892-7345

## Quotation 36605

Page 2 / 3 (cont'd)

**Description** Quantity **Unit Price Extended Price** 1 **EXEMPLIS** 1 740.00 740.00 4 **PROJECT MANAGEMENT** - LOTH, INC PROJECT MANAGEMENT SERVICES PROJECT CONFIGURATION, FIELD VERIFICATIONS, SITE MEETINGS, PROJECT TIMELINES, DELINEATION OF SPECIAL FIELD CONDITIONS, PHASING SCHEDULING (IF REQ'D) PROPOSAL DUE DILIGENCE CHECK, INSTALLATION COORDINATION WITH OWNER, INSTALLATION MANAGEMENT, PUNCHLIST ADMINISTRATION. INSTALLATI 5 **INSTALL** - DELIVERY & INSTALLATION SERVICES 1 6,660.00 6,660.00 INCLUDES THE FOLLOWING: -RECEIVING PRODUCT INTO LOTH DC FOR UP TO (30) DAYS OF FREE STORAGE (UNLESS QUOTED TO RECEIVE PRODUCT DIRECT-TO-SITE) -DELIVERY AND INSTALLATION TO OCCUR DURING NORMAL BUSINESS HOURS (MONDAY-FRIDAY 7:00AM-3:30PM EXCLUDING HOLIDAYS) UNLESS QUOTED FOR OVERTIME HOURS -DELIVERY AND INSTALLATION OF PRODUCT PER PROPOSED APPROVED LAYOUT OR CUSTOMER DIRECTION -JOB SITE MUST BE CLEAN AND FREE OF ALL CONSTRUCTION DEBRIS PRIOR TO INSTALLATION. WITH SUFFICIENT ELECTRIC. HEAT, ELEVATOR SERVICE, AND A SECURE STAGING AREA -ALL UNCRATING AND DEBRIS REMOVAL OF NEW PRODUCT -FINAL CLEANING AND WIPE DOWN OF PRODUCT DURING INITIAL INSTALLATION. NOT A CONSTRUCTION CLEAN -FINAL WALK-THRU WITH PM OR LEAD INSTALLER TO OBTAIN PROJECT SIGN OFF FROM CUSTOMER OR SITE CONTACT -CHANGE ORDERS MAY APPLY IF (BUT NOT LIMITED TO): -CHANGE IN ORIGINAL SCOPE OF WORK -ADDITIONAL TRIP(S) -DIFFERING SITE CONDITIONS -DOWN TIME CUSTOMER RESPONSIBILIES: -ALL ELECTRICAL HARDWIREING & DATA COMMUNICATION INSTALLATION/TERMINATION -REFERENCE LOTH INC.'S TERM AND CONDITIIONS FOR MORE DETAILS INSTALLATI Sub Total 59,298.00 NON-TAXABLE OHIO SALES 0.00 59,298.00 Total **Quotation Totals** Sub Total 59.298.00 NON-TAXABLE OHIO SALES 0.00 **Grand Total** 59,298.00 ACCEPTANCE SUBJECT TO TERMS AND CONDITIONS.



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DUNS #00-892-7345

Quotation 36605

Page 3 / 3 (cont'd)

Federal I.D. Number: 31-1408389

End of Quotation



3574 East Kemper Road Cincinnati, OH 45241 p: 513.554.4900 f: 513.554.8700 855 Grandview Avenue Columbus, OH 43215 p: 614.487.4000 f: 614.487.8281

Federal I.D. Number: 31-1408389

DUNS #00-892-7345

### Quotation 36606

Quote Date 06/09/25 mm/dd/yy Customer FAIR00 Terms No Profile Account Representative CHRISTY HALL-THOMPSON/SGI

Quote To

Ship To

FAIRFIELD COUNTY DEVELOPMENT CENTER Columbus OH 43215

FAIRFIELD CO. WORKFORCE CENTER 4465 COONPATH RD CARROLL 43112

#### Sales Location LOTH INC, COLUMBUS

FAIRFIELD COUNTY DEVELOPMENT CENTER TABLES

\*\*\*\*\*\*\*\*\*\*

\*\*\*\*\*THANK YOU FOR YOUR CONSIDERATION\*\*\*\*\*

SPECIAL T PRICED PER OMNIA/NCPA CONTRACT #07-122 - SEPERATE POS WILL BE NEEDED DUE TO CONTRACTING GUIDELINES

PRICING INCLUDES DELIVERY AND INSTALLATION DURING NORMAL WORKING HOURS (MONDAY TO FRIDAY 8AM TC 4:30PM)

\*\*\*\*\*\*

PRICES ARE BASED ON CURRENT LAWS AND REGULATIONS. IF CHANGES IN THE LAWS, TARIFFS, TAXES OR MANDATES INCREASE THE COST, THE SELLER RESERVES THE RIGHT TO ADJUST THE PRICING ACCORDINGLY WITI WRITTEN NOTICE AND DOCUMENTATION.

\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*

### QUOTE VALID THROUGH 6/12/2025 DUE TO MANUFACTURER PRICE INCREASE

Desc	cription	Quantity	Unit Price	Extended Price
BAS	E QUOTE			
2	STRU-FT-T-60 - Structure-Flip Top-T Table, 60"D, Round LAM: GREY GLACE EDGE: FASHION GREY BASE: METALLIC SILVER STRUCT Beam for 48" Table STRUCT FlipTop-T 36" Legs (set) Standard Caster SPECIALT	56	1,234.10	69,109.60
3	KING-2496 - Kingston Table, 24"D x 96"W Rectangle Laminate Type Selection LAM: GREY GLACE EDGE: FASHION GREY BASE: METALLIC SILVER	78	834.76	65,111.28
	ACCEPTANCE SUBJECT TO TERMS AND	CONDITIONS.		
	ACCEPTEDBYTITLE		DA	TE113



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DUNS #00-892-7345

## Quotation 36606

Page 2 / 3 (cont'd)

Des	cription	Quantity	Unit Price	Extended Price
3	54" Steel Top Support Grove for embedded steel top support			
	Folding TL24 w/Caster Standard Caster			
	Folding GFM column with Caster GENU-Fold Molded FM/FTM			
	22" TL Foot			
	22" TL Foot - Metallic Silver SPECIALT			
4	PROJECT MANAGEMENT - LOTH, INC PROJECT MANAGEMENT SERVICES PROJECT CONFIGURATION, FIELD VERIFICATIONS, SITE MEETINGS, PROJECT TIMELINES, DELINEATION OF SPECIAL FIELD CONDITIONS, PHASING SCHEDULING (IF REQ'D) PROPOSAL DUE DILIGENCE CHECK, INSTALLATION COORDINATION WITH OWNER, INSTALLATION MANAGEMENT, PUNCHLIST ADMINISTRATION. INSTALLATI	1	1,760.00	1,760.00
5	<ul> <li>INSTALL - DELIVERY &amp; INSTALLATION SERVICES</li> <li>INCLUDES THE FOLLOWING:</li> <li>-RECEIVING PRODUCT INTO LOTH DC FOR UP TO (30) DAYS OF</li> <li>FREE STORAGE (UNLESS QUOTED TO RECEIVE PRODUCT</li> <li>DIRECT-TO-SITE)</li> <li>-DELIVERY AND INSTALLATION TO OCCUR DURING NORMAL</li> <li>BUSINESS HOURS (MONDAY-FRIDAY 7:00AM-3:30PM EXCLUDING</li> <li>HOLIDAYS) UNLESS QUOTED FOR OVERTIME HOURS</li> <li>-DELIVERY AND INSTALLATION OF PRODUCT PER PROPOSED</li> <li>APPROVED LAYOUT OR CUSTOMER DIRECTION</li> <li>-JOB SITE MUST BE CLEAN AND FREE OF ALL CONSTRUCTION</li> <li>DEBRIS PRIOR TO INSTALLATION, WITH SUFFICIENT ELECTRIC,</li> <li>HEAT, ELEVATOR SERVICE, AND A SECURE STAGING AREA</li> <li>-ALL UNCRATING AND DEBRIS REMOVAL OF NEW PRODUCT</li> <li>-FINAL CLEANING AND WIPE DOWN OF PRODUCT DURING</li> <li>INITIAL INSTALLATION. NOT A CONSTRUCTION CLEAN</li> <li>-FINAL WALK-THRU WITH PM OR LEAD INSTALLER TO OBTAIN</li> <li>PROJECT SIGN OFF FROM CUSTOMER OR SITE CONTACT</li> <li>-CHANGE ORDERS MAY APPLY IF (BUT NOT LIMITED TO):</li> <li>-CHANGE IN ORIGINAL SCOPE OF WORK</li> <li>-ADDITIONAL TRIP(S)</li> <li>-DIFFERING SITE CONDITIONS</li> <li>-DOWN TIME</li> <li>CUSTOMER RESPONSIBILIES:</li> <li>-ALL ELECTRICAL HARDWIREING &amp; DATA COMMUNICATION INSTALLATION/TERMINATION</li> </ul>	1	15,950.00	15,950.00

#### ACCEPTANCE SUBJECT TO TERMS AND CONDITIONS.



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DUNS #00-892-7345

## Quotation 36606

Page 3 / 3 (cont'd)

Desc	ription	Quantity	Unit Price	Extended Price				
5	-REFERENCE LOTH INC.'S TERM AND CONDITIIONS FOR MORE DETAILS INSTALLATI							
Sub T NON- Total	otal TAXABLE OHIO SALES			151,930.88 0.00 151,930.88				
Sub T NON-	ation Totals otal TAXABLE OHIO SALES d Total			151,930.88 0.00 <b>151,930.88</b>				

End of Quotation

ACCEPTANCE SUBJECT TO TERMS AND CONDITIONS.

#### Loth, Inc.

#### TERMS AND CONDITIONS OF SALES AND SERVICES

The sale and delivery of the goods and/or services ("Goods") by Loth, Inc. ("Loth") that are the subject of the attached Loth quotation/order/invoice (referred to herein as "Order"), shall be subject to the following Terms and Conditions. Any conflict between the provisions of these Terms and Conditions and any Order shall be governed by these Terms and Conditions.

#### **OUOTATIONS AND ORDERS** 1.

Term: All prices are guaranteed for 30 days from date of quotation unless otherwise noted.

- ACCEPTANCE: All purchases by the customer identified on the a. attached Order ("Buyer") may be initiated by written or electronically transmitted purchase orders. Unless otherwise expressly agreed in writing by Loth, all purchases are subject to these Terms and Conditions. Such Terms and Conditions together with the Order shall constitute the complete agreement between the parties, shall supersede all previous understandings, written or oral, that may have existed relating to the Goods, and shall govern the transactions contemplated hereby, notwithstanding any purchase order, acceptance or other document of Buyer containing terms that are different from or additional to these Terms and Conditions. Buyer shall be deemed to have assented to and acknowledged these Terms and Conditions. Neither the failure by Loth to object to a purchase order or any other communication from Buyer, nor any shipment of the Goods shall be deemed an acceptance of any terms or conditions which are additional to, different from, or conflicting with the Terms and Conditions contained herein. Furniture finishes and component colors must be selected and approved in order for Loth to properly acknowledge and confirm delivery and installation dates (as further described in Section 1.e below).
- **MODIFICATIONS:** Any changes from the original accepted Order, b. including any changes to drawings of the Goods, quantities, furniture configuration or AV system configuration must be authorized in writing by Loth, regardless of whether they are billable changes or not. The terms of this document may not be modified except in writing signed by both Buyer and Loth.
- PRODUCT AVAILABILITY: Loth has the right to substitute a c. product or component with a like product that will perform the intended task in an equal or better manner than that of the original product.
- CANCELLATIONS AND RETURNS: An order cannot be canceled d. except by mutual written consent between the Buyer and Loth. Buyer shall reimburse Loth for all reasonable costs and expenses, as reasonably determined by Loth, for all canceled orders and returned merchandise.
- DELIVERY/INSTALLATION DATE: Once the conditions and e. requirements of Section 1.a above are satisfied, the parties will delivery/installation mutually agree on a date (the "Delivery/Installation Date").

#### 2. INVOICING

TIMING: All Goods will be invoiced upon delivery (either to Buyer's a. facilities or when placed into storage) and will be invoiced at the time of delivery, unless prior credit arrangements have been submitted to and approved by Loth. If partial delivery of an Order is made, Loth shall submit a partial invoice, and Buyer shall make payment for the Goods so invoiced. Loth will invoice Buyer for the remaining Goods when such Goods are delivered. If services (typically, design, delivery and installation) are included with the Order, the services will be billed upon completion and acceptance by the Buyer.

#### **PAYMENT TERMS**: b.

A minimum payment of 50% is required at the time of Order i. placement; provided however, a payment of 100% is required for all Orders of \$5,000 or less.

- All Orders where credit is extended are subject to credit verification ii. and may be modified according to the Buyer's credit rating. Buyer authorizes Loth to contact any consumer credit agency for information on Buyer in connection with an Order.
- iii. The total purchase price for the product portion of the Goods (net of the previous payments) will be invoiced upon delivery of the product to Buyer's location.
- Final payment is due upon substantial completion and no more than iv. 2% of the purchase price may be retained for the punch items.
- In the event the Order provides for partial invoicing, progress v. payments will be applied to each invoice corresponding to the percentage completion of the entire Order.
- vi. Buyer agrees to pay all invoices upon receipt unless otherwise described on the face of the applicable Order.
- vii. If (a) any proceedings are initiated by or against Buyer under any bankruptcy or insolvency law, (b) Buyer shall fail to make timely payment on any Order, or (c) in Loth's judgment, Buyer's financial situation justifies such action, Loth may, at its election, require payment in advance or cancel the order as to any unshipped item.
- viii. All payments due to Loth shall be paid without any set-off or claim. No payment of any amount due under an invoice or Order shall be conditioned upon Buyer's receipt of payment from any third party for any Goods delivered hereunder that are subsequently sold or transferred by Buyer.
- FREIGHT: Title and risk of loss/damage shall pass from Loth to c. Buyer upon delivery at Buyer's designated location.
- d. TAXES: All prices quoted are subject to any local or state sales or use tax and any applicable taxes, which will be added to the purchase price on the invoice and paid by the Buyer unless a proper exemption certificate is furnished to Loth. Buyer agrees to pay all required state, local and applicable use taxes. Loth is registered to collect and remit sales tax only in states where it has established sufficient physical presence. Buyer assumes all responsibility to file and remit applicable taxes in jurisdictions in which Loth is not required by law to do so.
- **DELAYS**: If, for any reason, Buyer is unable to receive Goods at the e. job site on the mutually agreed upon Delivery/Installation Date (see Section 1.e above), Goods will be handled and stored in accordance with Section 5.b below and will be invoiced as if delivered. If Progress Payment terms apply, that portion typically billed upon completion, will be invoiced on the Delivery/Installation Date. f.

#### SERVICE FEE:

- Any payment not made on the date due shall be deemed past due. i.
- A processing fee of 3% will be charged for any amounts paid by credit ii. card, where permitted by applicable law.
- iii. A fee of \$30 will be charged for any returned check.
- Loth may levy certain surcharges at its discretion. Any surcharges iv. levied will be a separate line on the Order.
- v. Reserved

#### **DESIGN/SPACE PLANNING** 3.

- All designs, plans, drawings, specifications, samples, and the contents therein regarding the sale shall remain the property of Loth and may not be used, reproduced or distributed, in whole or in part until the payment is received in full at Loth or without the express written permission of Loth.
- Loth will charge Buyer at its standard rate per hour for design and space planning services.

a.

b.

#### 4. DELIVERY AND INSTALLATION

In the event that delivery and/or installation are required, the following provisions shall apply:

- a. **CONDITION OF JOBSITE:** Buyer shall be responsible for providing a job site that is safe, accessible, clean, clear and free of debris prior to installation. Buyer acknowledges that Buyer is responsible for all authorizations or approvals necessary to install the Goods in its premises (which installation may include the drilling of holes and installation of certain components through walls and above ceilings), and Buyer represents to Loth that it has obtained all such approvals. Buyer shall provide adequate facilities for off-loading, staging, moving and handling of Goods.
- JOB SITE SERVICES: Buyer shall furnish, without charge, electrical power, heat, hoisting and/or elevator service and containers for disposal of packing materials.
- c. DELIVERY DURING NORMAL BUSINESS HOURS: Delivery and installation shall be made during normal working hours (7:00AM to 3:30PM, Monday through Friday, excluding Holidays). Additional labor costs resulting from work at other times (overtime work) which is performed at the Buyer's request shall be billed at Loth's standard overtime rates.
- d. **USE OF LABOR**: Delivery and installation shall be performed by non-union labor. Additional labor costs resulting from the use of union labor, at the Buyer's request or union demand, shall be billed at Loth's standard union rates.
- e. **DIRECT SHIP TO BUYER FREIGHT CLAIMS:** For Goods shipped directly to Buyer at the direction of Loth, transportation claims (damage, loss or delay) shall be filed by Loth for all Goods, and damaged Goods will be repaired or replaced, at Loth's sole discretion. Losses or damages must be reported to the carrier immediately. No claim for failure to receive shipment, damage or shortage will be honored unless Loth is notified within three (3) calendar days of receipt of shipment. External damage to shipment must be photographed and documented in writing at the time of delivery by carrier.
- f. **DROP SHIPMENTS:** For Goods shipped directly to Buyer at the direction of Buyer, Buyer is responsible for (a) inspection of the Goods upon delivery, and (b) the filing of transportation claims.
  - i. **DELAYS**: If the Goods cannot be installed on the Delivery/Installation Date by reason of the unavailability of the premises, causes beyond the reasonable control of Loth, or delays caused by the Buyer, then: Loth shall have a reasonable time to install the Goods after the premises are available and after any other causes of delay beyond the reasonable control of Loth have been eliminated; and
  - ii. the Goods shall be stored (at Buyer's warehouse or location, in the case of direct shipment, or in the Loth warehouse, in other cases) until installation can be resumed, and shall be considered accepted by the Buyer for purposes of payment as of such Delivery/Installation Date. Buyer shall be responsible for all transfer, storage and related costs if Goods cannot be installed on the Delivery/Installation Date, as described in Section 1.e above. Invoiced amounts will be paid in accordance with Section 2.a.
- g. **PROTECTION OF DELIVERED GOODS:** Subject to Section 4.g, Goods delivered to Buyer's facilities shall be inspected for external damage and accepted by Buyer. Buyer is responsible for signing Loth Delivery Tickets upon delivery and acceptance of the Goods. Subject to Section 4.g, the responsibility for the security and safeguarding of the delivered Goods shall pass to Buyer upon delivery and inspection thereof. Buyer assumes all risk of loss of delivered/accepted Goods awaiting installation and shall not be released from any obligations hereunder due to product's loss, damage, or disrepair until the installation phase begins. In addition, Buyer risk of loss includes, but is not limited to, any loss or damage by weather, fire, or other elements or other trades such as painting, plastering, carpeting, construction, electrical, and telephone installation.
- h. **FORCE MAJEURE:** Loth shall not be considered in default of any of its obligations, to the extent that the performance thereof is delayed or rendered impossible by acts of God, war, civil commotion,

governmental action, fire, storm, flood, explosion, strikes, walkouts, labor disputes or shortages, union action to stop labor performance, other industrial disturbances or any other cause that is beyond its reasonable control.

- i. **BUYER RESPONSIBILITIES:** All Buyer requirements will have been successfully completed prior to the scheduled Delivery/Installation date. This includes but is not limited to construction related activities, relocation of ceiling fixtures, sprinkler heads and or flooring work if Loth is not providing such flooring. The Buyer is solely responsible for preexisting items inside of walls such as pipes and or wires. For any item that is to be attached to a wall, Loth is not responsible for those preexisting items. It is assumed that Loth is attaching or pulling cables through modern standard commercial constructed walls utilizing 5/8" drywall with 16" OC metal studs unless otherwise notified by the Buyer.
- j. **PUNCH LIST:** Upon project completion, the Buyer and Loth Representative will perform a final walk through of the space/work completed. A Punch List will be prepared listing any necessary work (product and labor) to be performed in order to complete the project as agreed upon.
- k. INSURANCE: Loth shall carry insurance coverage for: 1) Worker's compensation; 2) Employer's liability; 3) Automobile liability; and 4) Comprehensive general liability; in amounts and in a form of its choosing or as required by law.

#### 5. OTHER CHARGES

- a. CHANGES: Buyer will pay all additional charges for Order changes included, but not limited to, the circumstances described in (b)-(e) below. If changes occur on the job site which are not within the previously agreed upon project scope, Loth will create a Change Order to identify all product and/or labor changes and costs. The Change Order must be approved and signed by an authorized Buyer contact before the order for product can be placed and/or the labor performed.
- b. **STORAGE AND EXTRA HANDLING IF SITE NOT READY:** Loth shall coordinate shipments with installation dates. If (a) the Order is quoted with direct shipment to Buyer's location and (b) Buyer is unable to accept the Goods when scheduled for delivery and (c) storage at Loth is required, the following shall apply: After the first 30 days labor and storage charges of 1½% of the purchase price for the product portion of the Order for the Goods shall accrue monthly with no proration. There will be a minimum billing of One Hundred Dollars (\$100). Loth assumes responsibility for any damage to Goods caused by Loth, as long as such Goods remain in Loth's facilities, provided that storage charges are fully paid. Goods priced as a drop shipment and later not received by Buyer will be subject to a special handling and re- delivery fee.
- c. **EXTRA HANDLING DUE TO SITE CONDITIONS:** Charges will be assessed to the Buyer for excessive handling, storage and transportation incurred because of site conditions, activity of other trades, or other reasons beyond Loth's control not specifically identified in the price quotation at a standard hourly rate or actual charges if performed by a third party.
- d. **OVERTIME**: Unless otherwise stated, delivery and installation will be scheduled between 7:00AM and 3:30PM, Monday through Friday, excluding Holidays. Additional labor costs resulting from work at other times (overtime work) which is performed at the Buyer's request shall be billed at Loth's standard overtime rates.
- e. **SPECIAL PACKAGING OR HANDLING**: If special packaging or handling is required, it will be subject to an additional charge to the Buyer.

#### 6. ADDITIONAL TERMS

**WARRANTIES:** Buyer recognizes that Loth is a distributor of the goods and not a manufacturer. As such, Loth makes no warranty with respect to the Goods. However, Loth hereby passes through and transfers to Buyer all of Loth's warranty rights from the manufacturer of the Goods. Any enforcement by Buyer shall be at the expense of Buyer and shall in no way render Loth responsible to Buyer for the

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performance of any such manufacturer warranties. Disregard of or non-compliance with any product instructions, as well as mishandling, modification or improper care of the Goods, will constitute an abnormal use condition and void any applicable warranty. THIS WARRANTY TRANSFER SHALL BE BUYER'S SOLE AND EXCLUSIVE REMEDY AND IS IN LIEU OF ALL OTHER WARRANTIES, WRITTEN OR ORAL, STATUTORY, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTIBILITY OR FITNESS FOR A PARTICULAR PURPOSE.

- LIMITATION OF REMEDIES AND LIABILITIES. Buyer agrees that Loth's liability and Buyer's sole and exclusive remedy pursuant to any claim of any kind, including but not limited to a claim in contract, negligence or strict liability, against Loth or the manufacturer of the Goods shall be (a) the repair or replacement, at Loth's option, of defective goods, or (b) a refund of the price allocable to the defective goods if Loth or manufacturer is unable to effectively repair, replace or correct the defect in a reasonable time after using Loth's best efforts. UNDER NO CIRCUMSTANCES SHALL LOTH HAVE ANY LIABILITY WHATSOEVER FOR SPECIAL, INCIDENTAL, PUNITIVE, CONSEQUENTIAL OR EXEMPLARY DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, COST OF ANY SUBSTITUTE FOR THE GOODS, CLAIMS OF THIRD PARTIES, OR INJURY TO PERSON OR PROPERTY, EXCEPT TO THE EXTENT THAT SUCH LIABILITY RESULTS FROM THE GROSS NEGLIGENCE OR MORE CULPABLE CONDUCT OF LOTH IN THE PROVISION OF THE INSTALLATION SERVICES CONTEMPLATED BY THESE TERMS.
- USED FURNITURE: For Goods classified as 'As-Is' product, Loth shall assume no responsibility for supplemental repair or refurbishment.
- d. **COMMERCIAL TRANSACTION:** Buyer acknowledges that this is a commercial transaction and that the Goods will not be used for personal, family or household purposes (except in the event that the Goods are used for a home office).
- e. *GENERAL CONDITIONS.* (i) No modification, amendment, rescission, discharge, abandonment or waiver of these Terms and Conditions shall be binding upon Loth unless set forth in writing and signed by the President or a Vice President of Loth. These Terms and Conditions shall be binding upon Buyer, Buyer's heirs, estates and parent or subsidiary corporations, and Buyer's permitted assigns. (ii) These Terms and Conditions have been reviewed and accepted by:

Signature

Buyer:

b.

By:\_

Print Name:

Neither party may assign these Terms and Conditions without the written consent of the other party, except that Loth may assign these Terms and Conditions without Buyer's consent to any company with which it merges or to which it sells all or substantially all of its assets. (iii) Typographical and stenographic errors in the attached quote or order acknowledgement are subject to correction. (iv) These Terms and Conditions shall be governed by and construed in accordance with the laws of the State of Ohio, and any contract resulting therefrom shall be deemed to be made in the State of Ohio. (v) The person signing these Terms and Conditions represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver these Terms and Conditions.

JURISDICTION; WAIVER OF JURY TRIAL. Each party irrevocably and unconditionally agrees that it will not commence any action, litigation, or proceeding of any kind whatsoever against the other party in any way arising from or relating to these Terms, including all exhibits, schedules, attachments, and appendices attached to these Terms, and all contemplated transactions, in any forum other than the courts of the State of Ohio sitting in Fairfield County. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation, or proceeding only in the courts of the State of Ohio sitting in Fairfield County. Each party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. EACH PARTY ACKNOWLEDGES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THESE TERMS, INCLUDING EXHIBITS, SCHEDULES, ATTACHMENTS, AND APPENDICES ATTACHED TO THESE TERMS, IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THESE TERMS, INCLUDING ANY EXHIBITS, SCHEDULES, ATTACHMENTS, OR APPENDICES ATTACHED TO THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY.

Date:

Title: \_\_\_\_\_

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### **ROUTING FORM FOR CONTRACTS**

The undersigned designee of the County affirms that he/she has reviewed the attached contract to ensure that it complies with County's needs and previous negotiations. The undersigned designee further affirms that the County has complied with the competitive selection process, as prescribed by Ohio Revised Code 9.17, and the applicable sections as outlined on this form, by selecting the applicable boxes below.
A. Goods and/or Services in excess of \$77,250.00—competitively selected via an Invitation to Bid, pursuant to R.C. 307.86-307.92
B. Goods and/or Services in excess of \$77,250.00—competitively selected via a Request for Proposals, pursuant to R.C. 307.862
C. Dublic Improvement contracts – competitively selected pursuant to R.C. 153.08-153.12
D. Architect/Engineer design services for public improvements—selected through the Request for Qualifications process pursuant to R.C. 153.65-153.72
E. County Road Improvement/Construction—competitively selected pursuant to R.C. 5555.61
F. The subject matter was exempt from competitive selection for the following reason(s):
<ol> <li>Under \$77,250.00</li> <li>State Term #: (copy of State Term Contract must be attached)</li> <li>ODOT Term #: (See R.C. 5513.01)</li> <li>Professional Services (See the list of exempted occupations/services under R.C. 307.86)</li> <li>Emergency (Follow procedure under ORC 307.86(A))</li> <li>Sole Source (attach documentation as to why contract is sole source)</li> <li>Other: (cite to authority or explain why matter is exempt from competitive bidding)</li> </ol>
G. Agreement not subject to Sections A-F (explain):
H. Compliance with Fairfield County Board of Commissioners Procurement Guidelines
<ol> <li>No County employee, employee's family member, or employee's business associate has an interest in this contract OR such interest has been disclosed and reviewed by the Prosecutor's Office</li> <li>No Finding for Recovery against Vendor as required under R.C. 9.24 (search via "Certified Search" on <a href="http://ffr.ohioauditor.gov/">http://ffr.ohioauditor.gov/</a>)</li> <li>Obtained 3 quotes for purchases under \$77,250.00 (as applicable)</li> <li>Durchase Order is included with Agreement</li> <li>Executed Ohio Law Acknowledgment Form (ORC 307.901)</li> </ol>
Signed this day of, 20
Jon Kochis

Name and Title

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

0	RIGINAL	Carrí L. Brown, phd, mba, cgfm		Purchase Order			
		Fairfield County Auditor	Fiscal Year 2025	Page: 1 of 1			
		210 East Main Street Lancaster, Ohio 43130	THIS NUMBER MUST APPEAR ON ALL INVOICI PACKAGES AND SHIPPING PAPERS.				
В	COUNTY COMMISSIONERS	Revisions: 000	Purchase Order #	25004790 - 00			
	210 E MAIN ST 3RD FLOOR LANCASTER, OH 43130		Delivery must be made within doors of specified destination.				
T O			Expiration Da	ate: 03/15/2026			
VENDOR	LOTH, INC. 3574 EAST KEMPER ROAD CINCINNATI, OH 45241	S H I P T	MAINTENANCE DEPA 240 BALDWIN DRIVE LANCASTER, OH 431				
		0					

VENDOR PHONE NUMBER		DOR FAX NUMBER	REQUISITION NUMBER	DELIVERY REFERENCE
			5286	
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS	DEPARTMENT/LOCATION
06/09/2025	12144			COMM-MAINTENANCE
		NOT	ES	

#### PO Requisitioner Name : Staci Knisley

E mail Address : staci.knisley@fairfieldcountyohio.gov

ITEM #	DESCRIPTION / PART #		QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	Sheridan Center furniture GL Account: 12391000 - 570000	\$211,228.88	1.0	EACH	\$211,228.88	\$211,228.88
	GL SUMMARY					
	12391000 - 570000	\$211,228.88				

Invoice Date//	_ Invoice Amount \$	To Be paid	//	Warrant #	
COUNTY AUDITOR'S CERTIFICATE					
expenditure, for the above, has been I	211,228.88 required to meet the contract, as awfully appropriated, authorized or directed lection to the credit of the submitted Fund	for such purpose and is in the	he		
Date: 06/09/2025	Carri L. Bro	wn			
00/04/0005	Auditor Fairfield County	, OH	Purchase O	rder Total	\$211,228.88
06/24/2025			L		<u>    120                                </u>

For Deparment Use ONLY

## Purchaso Ordor

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

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

Considering Ohio law, the Company acknowledges the foregoing and hereby agrees to strike or remove any term that is prohibited under R.C. 307.901 and 5705.41(D)(1). The Company further agrees that if an offending term is not removed from the contract that the offending term is hereby unenforceable by operation of law.

TranMan, VP of Finance Company Representative Signature and Title

Hoon Nam, Loth. Inc Company Representative Name and Company

6/10/25

Date

Prosecutor's Approval Page

Resolution No.

A Resolution Authorizing the Approval of an Agreement for the purchase of tables and chairs of the Sheridan Center with Loth Inc .

(Fairfield County Facilities)

Approved as to form on 6/17/2025 11:54:39 AM by Amy Brown-Thompson,

(Any Brown Thompson

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

Signature Page

Resolution No. 2025-06.24.i

A Resolution Authorizing the Approval of an Agreement for the Purchase of Tables and Chairs for the Sheridan Center with Loth Inc.

(Fairfield County Facilities)

This resolution has not yet been voted on.

#### CERTIFICATE OF CLERK

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

2025-06.24.j

### 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) \$214,010.70 (June 2024 through Nov 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: \$214,010.70

Subject to final quarterly reconciliation from ODJFS

Prepared by Brandi Downhour, Budget Manager

Reimb w/out Sep numbers (June,												
Jul, Aug)	Sep-24	\$ 33,343.	8 \$ 87,411.03	\$ 31,018.24		\$33,343.78	\$7,695.02	\$1,283.90	\$1,283.90	\$10,258.67	\$12,822.29	\$10,262.82
	Oct-24	\$ 36,150.	9	\$ 67,169.13		\$36,150.89	\$2,494.77	\$3,740.05		\$7,480.07	\$22,436.00	\$6,234.82
	Nov-24	\$ 57,105.	0	\$ 124,274.13		\$57,105.00	\$3,940.81	\$5,907.87		\$11,815.76	\$35,440.56	\$9,848.68
Reimb w/out Dec numbers (Sep,												
Oct, Nov)	Dec-24	\$ 37,028.4	0 \$ 126,599.67			\$37,028.40	\$2,555.33	\$3,830.83		\$7,661.64	\$22,980.60	\$6,386.16
	Total	\$ 326,895.	7 \$ 335,784.54	N/A	Totals	\$326,895.87	\$56,210.67	\$17,360.04	\$12,381.64	\$82,705.42	\$158,238.10	\$85,952.35

WIOA to PA Shared	Owed to PA Fund	Paid to PA Fund	Balance	Notes		ADULT	DW	CCMEP YOUTH IN		CCMEP YOUTH		TOTAL OWED
	2025					ABOLI	511		2025			TOTILE OTTED
Jan-25	\$ 32,901.32		\$ 32,901.32		\$32,901.32	\$7,151.84	\$1,431.32	\$1,431.32	\$4,289.24		\$18,597.60	\$10,014.48
Feb-25	\$ 33,425.86		\$ 66,327.18	-	\$33,425.86	\$7,265.87	\$1,454.13	\$1,454.13	\$4,357.62		\$18,894.11	\$10,174.13

#### Signature Page

Resolution No. 2025-06.24.j

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.

2025-06.24.k

### A resolution to appropriate from unappropriated funds in a major expenditure object categories for Meals on Wheels-OAAFC, Inc. Fund# 2617

**WHEREAS,** unappropriated money exists within fund #2617-Meals on Wheels Older Adult Alternatives of Fairfield County, Inc. and

**WHEREAS,** an appropriation of unappropriated funds is needed to cover the expenditure of contractual services for in home services and transportation

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

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

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

\$9,000.00 12261700 contractual services

### A resolution to appropriate from unappropriated funds in a major expenditure object categories for Meals on Wheels-OAAFC, Inc. Fund# 2617

### For Auditor's Office Use Only:

\$ 9,000 12261700 530000 contractual services

Signature Page

Resolution No. 2025-06.24.k

A Resolution to Appropriate from Unappropriated Funds in Major Expenditure Object Categories for Meals on Wheels-OAAFC, Inc., Fund #2617

(Fairfield County Meals on Wheels/Older Adult Agency)

This resolution has not yet been voted on.

#### CERTIFICATE OF CLERK

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

2025-06.24.I

### A resolution to approve an amendment of paragraph 1.12 of the Development Agreement for the Fairfield Career Center – New Lab Building subdivision [Regional Planning]

**WHEREAS,** the original Development Agreement, attached as Exhibit A, for the Fairfield Career Center – New Lab Building was approved by the Commissioners on September 24, 2024; and

**WHEREAS**, the Development Agreement provides that prior to the County's acceptance of the Project, the Phase 2 - Coonpath Road Turn Lane Improvements shall be constructed, operational, and ready for use by the date of substantial completion/occupancy of the Phase 1- Private Site Improvements, including but not limited to construction of the new lab building; and

**WHEREAS**, lead times for certain turn lane signage for the Phase 2 -Coonpath Road Turn Lane Improvements will impact the operational date of the Turn Lane Improvements; and

**WHEREAS,** the owner desires to amend the Development Agreement (Paragraph 1.12) to permit the employment of a law enforcement/traffic controller to monitor traffic entering and exiting the campus, as necessary, to maintain proper operations of the Turn Lane Improvements until the proper signage is installed on-site; and

**WHEREAS**, the Fairfield County Engineers' Office has reviewed and recommends approval of the amendment to paragraph 1.12;

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

**Section 1.** That this Board hereby approves and authorizes itself to approve the amendment to paragraph 1.12 of the development agreement, attached as Exhibit B, for the Fairfield Career Center – New Lab Building subdivision.

Prepared by: Joshua Hillberry cc: Regional Planning

# Exhibit A

#### DEVELOPMENT AGREEMENT

Board of Education Eastland JVS dba Eastland-Fairfield Carcer &

September, 2024 This Agreement entered into this 19th day of \_\_\_, by and among \_\_\_\_\_\_ Technical Schools ; (hereinafter called the "Owner"), Ruscilli Construction Co LLC (hereinafter called the "Contractor"), the Board of Commissioners of Fairfield County, Ohio (hereinafter called the "County").

WITNESS WHEREAS, the Owner wishes to develop approximately 78.19 acres in Greenfield Township; New Lab Building (hereinafter called the "Project"), and

WHEREAS, the Contractor has agreed to procure the bonds as required by the Agreement on behalf of the Owner, and

WHEREAS, as a result of procuring the bonds on behalf of Owner, the Contractor has agreed to be bound by the following terms and conditions of the Agreement, and

WHEREAS, "The Fairfield County Water, Drainage and Sewage Regulations," "The Fairfield County Construction and Material Specifications," and "The Fairfield County Subdivision Regulations" in force on the date of this agreement (hereinafter called the "County Regulations") state the requirements for developing within the County.

NOW THEREFORE, the Owner, the Contractor, and the County, in consideration of the mutual covenants set forth herein, agree that:

- OWNER AND CONTRACTOR RESPONSIBILITIES: The Owner and Contractor will: ſ.
  - Develop or cause the development of the Project in accordance with the County 1.1 Regulations and the construction drawings approved by the County.
  - Unless specifically stated otherwise, be responsible for the entire cost associated 1.2 with developing the Project, including providing the real estate, engineering, construction, fees and deposits.
  - Provide the County with construction drawings, specifications and supporting data 1.3 describing the improvements contained in the Project. The improvements to be provided will include:
    - Roads and parking areas, graded full width and paved including drainage a. structures and other improvements all as shown on the County Standard Drawings and required for this project;
    - Monuments, stakes and all survey control required; b.
    - All other improvements shown on the construction drawings as approved c. by the County. (Such as grading and seeding).
  - Await the County's approval of the construction drawings and specifications 1.4 before beginning any construction work.
  - Guarantee that the labor, material and equipment used to develop the Project 1.5 meets the County requirements by providing at least one of the following:

- a. A performance bond equal to the estimated construction cost of the public improvements that must be issued at the time the Agreement is executed by the parties; or
- b. A performance bond equal to the estimated construction cost of the public improvements issued by the Contractor naming Fairfield County Board of Commissioners as a Co-Obligee and as approved by Fairfield County Regional Planning Commission. This bond must be in place at the time Agreement is executed by the parties; or
- c. An irrevocable bank letter of credit payable to the County equal to one hundred percent (100%) of the estimated construction cost of the public improvements; or
- d. Subject to the approval of the County of Fairfield a certification to the County by the institution, person or corporation financing the construction of the public improvements stipulating that the funds in the amount of the estimated construction cost are available and set aside from all other funds solely for the purpose of financing the construction of the public improvements.

That these funds will not be released to the Owner or used for any purpose unless a release is signed by the County.

That such release by the County only certifies that as best the County can determine, the construction was satisfactorily completed and such release does not relieve the Owner of the responsibility to meet the requirements of the County Regulations or the County maintenance guarantee requirements;

- 1.6 Prior to conditional acceptance of the Project by the County, guarantee all labor, material and equipment incorporated in the improvements that will become public against defects and deficiencies, for at least three years, by providing at least one of the following:
  - a. A maintenance bond equal to ten percent (10%) of the construction cost of the public improvements; or
  - b. A maintenance bond equal to ten percent (10%) of the construction cost of the public improvements as issued by the Contractor naming the Fairfield County Board of Commissioners as a Co-Obligee and as approved by the Fairfield County Regional Planning Commission
  - c. A certification to the County by a financial institution or corporation acceptable to the County Prosecutor;

That funds equal to ten percent (10%) of the estimated construction cost for public improvements have been set aside in an escrow account;

That these funds cannot be released without a release by the County;

That the institution or corporation holding the funds shall release to the County and or all of the funds so escrowed for the purpose enumerated herein; and

That the escrow account will not be closed out without the approval of the County with the final acceptance of the public improvements by the County constituting release of the escrow account lacking any formal release by the County; or

- d. A bank irrevocable letter of credit payable to the County equal to ten percent (10%) of the construction cost for the public improvements.]
- 1.7 Provide any additional maintenance guarantees necessary to protect existing roads in the subdivision being used as access for the proposed phase(s). The County Inspector shall determine the adequacy of this additional guarantee.
- 1.8 Provide a written request for the maintenance guarantee release upon completion of at least three years maintenance period during which the public improvements are maintained in a satisfactory condition and all expenses incurred by the County pursuant to this Project have been paid in full.
- 1.9 Cause the work described in the approved construction drawings, specifications and supporting data, as required herein, to be completed within a year of the approval of the construction plans unless approved otherwise by the County.
- 1.10 Remove or cause to be removed such dirt, debris, and foreign matter from all public rights-of-way, improvements and/or easements as were deposited, left or resulted from the construction of improvements or any nature within the development, within twenty-four (24) hours after being notified by the County that such work is required. Such removal shall be done to the satisfaction of the County Engineer.
- 1.11 Prior to acceptance or conditional acceptance of the Project by the County, provide the County the original signed construction drawings, with four sets of prints annotated to reflect the "as-constructed" conditions, and the original recorded plat.
- 1.12. Prior to the County's acceptance of the Project, the Phase 2-Coonpath Road Turn Lane Improvements shall be constructed, operational, and ready for use by the date of substantial completion/occupancy of the Phase 1-Private Site Improvements, including but not limited to the construction of the new lab building as depicted in the attached Exhibit A.

#### **II** GENERAL TERMS:

- 2.1 When there appears to be, or there is in fact, a conflict between this Agreement and the County Regulations the County Regulations shall govern.
- 2.2 No conveyance shall be made of any lot or parcel smaller in frontage or area than indicated on the plat except for the purpose of increasing the area of another lot.
- 2.3 The Owner and Contractor shall indemnify and hold the County free and harmless from any and all claims for damage of every nature arising or growing out of the construction of improvements or resulting from improvements and shall defend, at their own cost and expense, any suit or action brought against the County.
- 2.4 By signing this Agreement, the Owner and the Contractor acknowledges possession of copies of the:
  - a. Fairfield County Water, Drainage and Sewage Regulations.
  - b. Fairfield County Construction and Material Specifications.

and that the procedures described in these County Regulations will be followed during the development, acceptance and maintenance period for this project.

- 2.5 Upon violation of, or failure to comply with, any of the terms of this Agreement by the Owner and/or Contractor, the County may take any of the following actions:
  - a. Stop all work on the Project forthwith;
  - b. Continue any unfinished work or replace any unaccepted work to a point that any public improvements do not appear to create a health or safety hazard or create maintenance or repair expense to the County because of their state of completion by:
    - 1. Holding the bonding company responsible,
    - 2. Using the certified check or proceeds thereof,
    - 3. Using the funds in the escrow account, or
    - 4. Draw on the letters of credit.
  - c. Take necessary action to eliminate apparent or actual safety or health hazards of an emergency nature when notification of the Owner and Contractor does not cause a timely and satisfactory response or an immediate response is required. The cost of using county labor material or equipment shall be a cost to the owner to be paid thirty (30) days after being billed. Failure to pay may result in the County taking actions provided in 2.5(a) or 2.5(b) herein.

- 2.6 This Agreement represents the entire and integrated agreement between the Owner, Contractor, and the County for the Project and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instruction signed by the Owner, Contractor, and County.
- 2.7 The Owner, Contractor, and County each binds himself and his partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement; except as above, neither the Owner, Contractor or the County shall assign, sublet, or transfer his interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the Owner, the Contractor, and the County.
- 2.8 Notices: Any notice required by the Agreement shall be conclusively presumed to have been received if in writing and if delivered personally or sent by registered or certified mail, postage prepaid, to the party to be notified at the party's last address on file with the party sending the notice.
- 2.9 Legal Interpretation: This Agreement shall be construed and interpreted in accordance with the laws of the State of Ohio.
- IN CONSIDERATION WHEREOF, the County hereby grants the Owner and the Contractor the right and privilege to make the improvements stipulated herein.
- IN WITNESS WHEREOF, the parties hereto have set their hand and seals, and have executed this agreement on the day and year first above written.

Print Name: DAWN & Lemler

Contractor Print Name: ASPRES FLEDERAKE

APPROVED: FAIRFIELD COUNTY BOARD OF COMMISSIONERS  $\overline{}$ Date: 2 ten 202

### DEVELOPMENT AGREEMENT

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BoardDocs® Pro

### EASTLAND·FAIRFIELD

CAREER & TECHNICAL SCHOOLS



#### **Agenda Item Details**

Meeting	May 14, 2025 - Regular Meeting of the Eastland-Fairfield Career & Technical Schools Board of Education
Category	7. SUPPLEMENT TO THE AGENDA
Subject	7.3 Approval of Amendment to the Development Agreement - Fairfield County Commissioners 057B-25
Access	Public
Туре	Action
Recommended Action	Motion to approve the Amendment to the Development Agreement to allow the District to employ a law enforcement officer/ traffic controller to monitor traffic entering and exiting the campus until the traffic light is installed and operational.

### **Public Content**

#### Administrative Content

2025-05-14 Amendment to Development Agreement - Fairifeld Co Commissioners.pdf (45 KB)

#### **Executive Content**

#### **Motion & Voting**

Motion to approve the Amendment to the Development Agreement to allow the District to employ a law enforcement officer/ traffic controller to monitor traffic entering and exiting the campus until the traffic light is installed and operational.

Motion by Amanda Young, second by Mary Pierce. Final Resolution: Motion Carried Yea: Joyce Galbraith, Bill McGowan, Mary Pierce, Amanda Young, Anne Darling Cyphert, Dion Manley, Barry Alcock, Jean Parker

### AMENDMENT TO DEVELOPMENT AGREEMENT

This Amendment entered into this <u>14</u><sup>th</sup> day of <u>MAY</u>, 2025 (the "Amendment"), by and among the Board of Education of Eastland-Fairfield Career & Technical Schools (hereinafter called the "Owner"), Ruscilli Construction Co., LLC (hereinafter called the "Contractor"), and the Board of Commissioners of Fairfield County, Ohio (hereinafter called the "County") (collectively the "Parties").

### WITNESSETH:

WHEREAS, the Parties entered into an agreement on September 19, 2024 (the "Development Agreement") with respect to the development consisting of approximately 78.19 acres in Greenfield Township; Fairfield Career Center New Lab Building (hereinafter called the "Project"); and

WHEREAS, the Development Agreement provides that prior to the County's acceptance of the Project, the Phase 2 - Coonpath Road Turn Lane Improvements shall be constructed, operational, and ready for use by the date of substantial completion/ occupancy of the Phase 1-Private Site Improvements, including but not limited to construction of the new lab building; and

WHEREAS, lead times for certain turn lane signage for the Phase 2 - Coonpath Road Turn Lane Improvements will impact the operational date of the Turn Lane Improvements;

WHEREAS, the Parties desire to amend the Development Agreement to permit the Owner to employ a law enforcement/ traffic controller to monitor traffic entering and exiting the campus, as necessary, to maintain proper operations of the Turn Lane Improvements until the proper signage is installed on-site.

NOW THEREFORE, the Parties agree and obligate themselves as follows:

**Section I.** Amendment to Paragraph 1.12. The Parties agree that Paragraph 1.12 of the Development agreement shall be amended as follows:

1.12 Prior to the County's acceptance of the Project, the Phase 2-Coonpath Road Turn Lane Improvements shall be constructed, operational, and ready for use by the date of substantial completion/ occupancy of the Phase 1-Private Site Improvements, including but not limited to the construction of the new lab building as depicted in the attached Exhibit A. Prior to the date for substantial completion for the Project, the Owner may make the Phase 2-Coonpath Road Turn Lane Improvements operational and ready for use 1) by paving and striping the roadway, and 2) by employing a law enforcement officer/ traffic controller to monitor traffic entering and exiting the campus, as necessary, until the specified signage is installed and the stop light is active. Such employment shall be terminated upon the County's acceptance of the Project. IN WITNESS WHEREOF, the Owner, the County, and the Contractor have caused this Amendment to be executed in their respective names by their duly authorized officers, all as of the date first written above.

DAWN R LEMLEY Owner Print Name:

Contractor
Print Name:

APPROVED:

FAIRFIELD COUNTY BOARD OF COMMISSIONERS

Date:\_\_\_\_\_

Prosecutor's Approval Page

Resolution No.

A resolution to approve an amendment of paragraph 1.12 of the Development Agreement for the Fairfield Career Center – New Lab Building subdivision [Regional Planning]

(Fairfield County Regional Planning Commission)

Approved as to form on 6/17/2025 2:40:15 PM by Amy Brown-Thompson,

Anny Brown Thompson

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

#### Signature Page

Resolution No. 2025-06.24.1

A Resolution to Approve an Amendment of Paragraph 1.12 of the Development Agreement for the Fairfield Career Center, New Lab Building subdivision

(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.

2025-06.24.m

A resolution authorizing the approval of a contract extension between 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

**WHEREAS,** The Fairfield County Sheriff's Office has previously submitted a contract for housing Athens County inmates in the Fairfield County Jail; and

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

**WHEREAS,** both parties wish to extend the attached agreement until December 31, 2025

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

**Section 1.** That the Fairfield County Board of Commissioners hereby approves the attached contract extension with the Fairfield County Sheriff's Office and Athens County Board of Commissioners and the Athens County Sheriff

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



Charlie Adkins cadkins@athensoh.org Chris Chmiel cchmiel@athensoh.org Lenny Eliason, MPA leliason@athensoh.org

15 South Court St. Athens, Ohio 45701 (740) 592-3219 Visit us at our website: co.athensoh.org

JoAnn Rockhold Clerk/Admin. Assistant jsikorski@athensoh.org Telephone (740) 592-3292 Fax (740) 594-8010

June 18, 2025

Fairfield County Commissioners 210 East Main Street Room 302 Lancaster, Ohio 43130

Re: Fairfield County Jail-Housing Prisoners

Dear Honorable County Commissioners,

The Athens County Board of Commissioners has approved the extension of the contract, originally entered into on March 19, 2024, to house prisoners at the Fairfield County Jail. The contract will now remain in effect through the end of 2025.

I, JoAnn Rockhold, Administrator for the Board of County Commissioners of Athens County, Ohio, certify that the foregoing is a true and correct copy of a resolution adopted by said Board June 17, 2025, and appears in the Commissioners' Journal 121.

ackhold

JoAnn Rockhold Administrator, Board of Commissioners Athens County, Ohio

un Smith Rodney Smith, Sher

Lenny Eliason, President

Charlie Adkins, Vice President Chris Chmiel, Commissioner



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

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

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

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

**Section 1.** That the Fairfield County Board of Commissioners hereby approves the attached contract with the Fairfield County Sheriff's Office and Athens County Board of Commissioners and the Athens County Sheriff

Prepared by: Elisa Dowdy/Sheriff's Office Cc: Elisa Dowdy
#### Prosecutor's Approval Page

**Resolution No.** 

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

(Fairfield County Sheriff)

Approved as to form on 3/29/2024 8:59:29 AM by Amy Brown-Thompson,

(Any Brown Thempson

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

# CONTRACT FOR HOUSING PRISONERS IN THE FAIRFIELD COUNY JAIL BETWEEN FAIRFIELD COUNTY AND ATHENS COUNTY

WHEREAS, this contract is made this day of March 8, 2024, by and between the Fairfield County Board of Commissioners, located at 210 East Main Street, Lancaster, OH 43130, ("Fairfield BCC"), the Fairfield County Sheriff, located at 345 Lincoln Avenue, Lancaster, OH 43130, (the Fairfield Sheriff), and the Athens County Board of Commissioners, located at 15 S. Court St., Athens, Ohio 45701("the Athens BCC") and the Athens County Sheriff, located at 13 W. Washington St., Athens Ohio 45701 ("Athens Sheriff").

WHEREAS the Athens BCC and the Athens Sheriff has the necessity and the need to house its prisoners elsewhere on a temporary basis beginning 2024;

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

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

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

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

 The Fairfield Board and the Fairfield Sheriff shall receive, keep, board and safely maintain in the Fairfield County Jail the following persons, as space permits:

a.) Athens County Prisoners who have been lawfully committed to custody by the Athens County Sheriff, or his deputies, via arrest or court order for any reason; and/or who have been charged with any misdemeanor or felony offense and are awaiting a bond hearing; and/or who are awaiting a trial and have not otherwise posted bail or been released by court order; and/or who serving a jail sentence after conviction except as provided in Paragraphs 2 through 12 below. b. Persons incarcerated pursuant to subparagraph a. above shall be designated as "Athens County Prisoners" in this Agreement.

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

consultations/visits, will be covered under the agreed housing costs and no additional fees will apply.

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

notifications terms will result in the refusal by the Fairfield Sheriff to accept as inmates those persons who have victims or other persons who are subject to release notification information, without voiding the entire contract altogether.

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

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

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

FAIRFIELD COUNTY BOARD OF COMMISSIONERS:



il2,2024 il2,2024 l2,2024

FAIRFIELD COUNTY SHERIFF

# ATHENS COUNTY SHERIFF

Sheriff Rodry Sm. M

Date

ATHENS COUNTY BOARD OF COMMISSIONERS

3/19/24 DATE

3-19-24 DATE

3-19-24 DATE

APPROVED AS TO FORM:

R. Kyle Witt, Fairfield County Prosecutor

Date



Charlie Adkins cadkins@athensoh.org Chris Chmiel cchmiel@athensoh.org Lenny Eliason, MPA leliason@athensoh.org

15 South Court St. Athens, Ohio 45701 (740) 592-3219 Visit us at our website: co.athensoh.org JoAnn Rockhold Clerk/Admin. Assistant jsikorski@athensoh.org Telephone (740) 592-3292 Fax (740) 594-8010

March 25, 2024

Fairfield County Commissioners Office 210 East Main Street Room 302 Lancaster, Ohio 43130

Dear Honorable County Commissioners,

I hope this message finds you well.

I am writing to inform you that the signed contract between Athens and Fairfield county has been enclosed herewith. Upon your review and signature, I kindly request that you scan or mail me a copy of the completed contract for our records.

Thank you for your attention to this matter. If you have any questions or require further information, please do not hesitate to contact me.

Wishing you a great day ahead!

TIGETA nn Rockhold Clerk





#### Signature Page

#### Resolution No. 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

(Fairfield County Sheriff)

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

#### Voting:

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

Board of County Commissioners Fairfield County, Ohio

#### CERTIFICATE OF CLERK

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

Pochelle Meninger

Rochelle Menningen Board of County Commissioners Fairfield County, Ohio

# Signature Page

Resolution No. 2025-06.24.m

A Resolution Authorizing the Approval of a Contract Extension between 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 Athens County Sheriff (Athens Sheriff), for Housing Prisoners in the Fairfield County Jail

(Fairfield County Sheriff)

This resolution has not yet been voted on.

# CERTIFICATE OF CLERK

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

2025-06.24.n

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

**WHEREAS,** The Fairfield County Sheriff's Office has previously submitted a contract for housing Perry County inmates in the Fairfield County Jail; and

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

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

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

**Section 1.** That the Fairfield County Board of Commissioners hereby approves the attached contract extension with the Fairfield County Sheriff's Office and Perry County Board of Commissioners and the Perry County Sheriff

Prepared by: Elisa Dowdy/Sheriff's Office Cc: Elisa Dowdy 2024-03.26.u

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 Perry County Board of Commissioners (Perry BCC) and the Perry County Sheriff (Perry Sheriff) for housing prisoners in the Fairfield County Jail.

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

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

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

**Section 1.** That the Fairfield County Board of Commissioners hereby approves the attached contract with the Fairfield County Sheriff's Office and Perry County Board of Commissioners and the Perry County Sheriff

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

# CONTRACT FOR HOUSING PRISONERS IN THE FAIRFIELD COUNY JAIL BETWEEN FAIRFIELD COUNTY AND PERRY COUNTY

WHEREAS, this contract is made this day of March 8, 2024, by and between the Fairfield County Board of Commissioners, located at 210 East Main Street, Lancaster, OH 43130, ("Fairfield BCC"), the Fairfield County Sheriff, located at 345 Lincoln Avenue, Lancaster, OH 43130, (the Fairfield Sheriff), and the Perry County Board of Commissioners, located at, 212 South Main Street (lower level) New Lexington, Ohio 43764 ("the Perry BCC") and the Perry County Sheriff, located at 110 West Brown Street PO Box 107 New Lexington, Ohio 43764 ("Perry Sheriff").

WHEREAS the Perry BCC and the Perry Sheriff has the necessity and the need to house its prisoners elsewhere on a temporary basis beginning 2024;

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

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

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

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

1. The Fairfield Board and the Fairfield Sheriff shall receive, keep, board and safely maintain in the Fairfield County Jail the following persons, as space permits:

a.) Perry County Prisoners who have been lawfully committed to custody by the Perry County Sheriff, or his deputies, via arrest or court order for any reason; and/or who have been charged with any misdemeanor or felony offense and are awaiting a bond hearing; and/or who are awaiting a trial and have not otherwise posted bail or been released by court order; and/or who serving a jail sentence after conviction except as provided in Paragraphs 2 through 12 below. b. Persons incarcerated pursuant to subparagraph a. above shall be designated as "Perry County Prisoners" in this Agreement.

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

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consultations/visits, will be covered under the agreed housing costs and no additional fees will apply.

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



212 S. Main St., Lower Level New Lexington, Ohio 43764 Phone: 740-342-2045 Fax: 740-342-5505 E-mail: perryco@perrycountyohio.net



March 13, 2024

The Perry County Commissioners met in a regular session on March 13, 2024 and passed the following resolution.

# (24-0313-08)

Moved by Mr. Carpenter.

The Perry County Commissioners approve the Contract for Housing Prisoners in the Fairfield County Jail. This contract is made on March 8, 2024 between the Fairfield County Board of Commissioners and the Perry County Board of Commissioners. The agreement will be effective until December 31, 2024, at a rate of \$107.00 per prisoner, per day.

Seconded by Mr. Owen.

With no further discussion, roll call vote taken:

Ben Carpenter	: Yes
Scott Owen	: Yes
Dan Kinsel	: Yes

The undersigned Clerk of the Board of Commissioners of Perry County, Ohio, certifies that the foregoing is a true and correct copy of the agreement that the Perry County Board of Commissioners adopted on <u>March 13, 2024</u> and appearing upon the official records of the Board.

Angela McCord, Clerk Commissioners Office, Perry County, Ohio

This Institution is an equal opportunity provider and employer

notifications terms will result in the refusal by the Fairfield Sheriff to accept as inmates those persons who have victims or other persons who are subject to release notification information, without voiding the entire contract altogether.

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

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

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

FAIRFIELD COUNTY BOARD OF COMMISSIONERS:

ve Davis Jeff Fix Dave evac

preh 26,2024 preh 26,2024 preh 26,2024 Date

FAIRFIELD COUNTY SHERIFF

Alex Lape, Sherif

PERRY COUNTY SHERIFF Sheriff M.M. R. Barker

Date 12 MAR 2024

# PERRY COUNTY BOARD OF COMMISSIONERS



3-14-24 DATE

3-14-24 DATE

3-14.24 DATE

**APPROVED AS TO FORM:** 

R. Kyle Witt, Fairfield County Prosecutor

Date

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Prosecutor's Approval Page

Resolution No.

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

(Fairfield County Sheriff)

Approved as to form on 3/21/2024 5:13:22 PM by Amy Brown-Thompson,

(Anny Brown Thompson

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

# Signature Page

Resolution No. 2024-03.26.u

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

(Fairfield County Sheriff)

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

Voting:

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

Board of County Commissioners Fairfield County, Ohio

# CERTIFICATE OF CLERK

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

Rochelle Merringen

Rochelle Menningen Board of County Commissioners Fairfield County, Ohio



# PERRY COUNTY BOARD OF COMMISSIONERS

212 South Main Street New Lexington, OH 1837618 7180-3182-20185 perryco@perrycountyohio.gov

June 18, 2025

The Perry County Commissioners met in a regular session on <u>June 18, 2025</u> and passed the following resolution.

# (25-0618-16)

Moved by Mr. Carpenter.

The Perry County Commissioners approve extending the length on the contract by and between the Perry County Sheriff's Office and Fairfield County Jail until December 31, 2025.

Seconded by Mr. Owen.

With no further discussion, roll call vote taken:

Chase Bennett: YesScott Owen: YesBen Carpenter: Yes

The undersigned Clerk of the Board of Commissioners of Perry County, Ohio, certifies that the foregoing is a true and correct copy of the agreement that the Perry County Board of Commissioners adopted on <u>June 18, 2025</u> and appearing upon the official records of the Board.

Angela MoCord, Clerk Commissioners Office, Perry County, Ohio

This Institution is an equal opportunity provider and employer

# Signature Page

Resolution No. 2025-06.24.n

A Resolution Authorizing the Approval of a Contract Extension with the Fairfield County Board of Commissioners (Fairfield BCC), the Fairfield County Sheriff's Office (Fairfield Sheriff) and the Perry County Board of Commissioners (Perry BCC) and the Perry County Sheriff (Perry Sheriff) for Housing Prisoners in the Fairfield County Jail

(Fairfield County Sheriff)

This resolution has not yet been voted on.

# CERTIFICATE OF CLERK

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

2025-06.24.0

# A resolution authorizing the approval of a service agreement by and between Fairfield County Sheriff's Office and the Fairfield Union School District.

**WHEREAS** The Fairfield County Sheriff's Office is requesting approval of a service agreement with the Fairfield Union School District; and

**WHEREAS,** the purpose of the service agreement is for the continuation of the County to provide personnel and equipment necessary to perform policing servicing; and

**WHEREAS,** this agreement shall be effective August, 2025 through July, 2026.

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

**Section 1.** That the Fairfield County Board of Commissioners hereby approves the attached service agreement with the Fairfield Union School District.

Prepared by: Elisa Dowdy cc: Elisa Dowdy – Civil/Fiscal Supervisor

# CONTRACT FOR SECURITY SERVICES OF FAIRFIELD COUNTY SHERIFF

This Contract is made pursuant to the laws of the State of Ohio, by and between the Sheriff of Fairfield County, Ohio ("Sheriff"), jointly with the Board of Fairfield County Commissioners ("County Commissioners"), and the Fairfield Union School District, Superintendent Chad Belville ("School Board").

WHEREAS, the School Board wants to provide security officer services at Fairfield Union School District; and

WHEREAS, the School Board has determined that security services are beneficial to the students and the staff at Fairfield Union School District; and

WHEREAS, pursuant to Section 311.29 of the Ohio Revised Code, the Sheriff and County Commissioners may jointly enter into a contract with the School Board to render any police service to the contracting School Board; and

WHEREAS, the Sheriff, County Commissioners, and the School Board, pursuant to Section 311.29 of the Ohio Revised Code, desire to enter into such an agreement,

NOW, THEREFORE, the Sheriff, County Commissioners, and the School Board agree as follows:

- 1. The Sheriff will provide one (1) eight (8) hour a day, forty (40) hours a week, for 186 working days during the school year, line patrol unit to the Fairfield Union School District. Said patrol unit will consist of one (1) Deputy who will man this patrol service exclusively to the School Board to keep the peace, protect the property and perform other necessary police functions, as determined exclusively by the Sheriff, within the boundaries of the school district.
- 2. The School Board will pay to the Fairfield County Treasurer for credit to the "Sheriff's Policing Revolving Fund" the following sums as consideration for services provided under this Agreement:
  - 2.1. A base sum of ninety-six thousand, one hundred thirty-three dollars and ten cents (\$96,133.10) for non-overtime services provided pursuant to this contract and costs incurred by the Sheriff of Fairfield County.
    - 2.1.1. The School Board will pay this sum based upon the following schedule. The School Board will make all payments on or before the date indicated:

August 1, 2025: \$8011.09 September 1, 2025: \$8011.09 October 1, 2025: \$8011.09 November 1, 2025: \$8011.09 December 1, 2025: \$8011.09 January 1, 2026: \$8011.09 February 1, 2026: \$8011.09 March 1, 2026: \$8011.09 April 1, 2026: \$8011.09 May 1, 2026: \$8011.09 June 1, 2026: \$8011.09 July 1, 2026: \$8011.11

- The cost of overtime incurred at the existing wage rates in accordance with the 2.2. Sheriff's Office policy. This cost shall be an amount equal to the number of overtime hours worked multiplied by the existing overtime wage rate as set out in the Deputies' contract that is in effect at the time that the overtime hours are worked.
  - Starting in September 2025, and continuing through August 2026, the 2.2.1. Sheriff will submit invoices to the School Board by the 10th day of each month indicating the cost of overtime incurred in the previous calendar month. The School Board will pay said invoices by the first day of the calendar month following receipt of the invoice.
- The Deputy and equipment hereby under contract will, at all times, be under direct 3. supervision of the Sheriff, and subject to the rules, regulations and policies of the Office of the Sheriff, the laws of the State of Ohio and the United States Government. It is mutually agreed that the specific duties of the Deputy will be formulated by the Superintendent of Schools or his designee subject to the final approval of the Sheriff, so as to most effectively cope with the security needs of the school district.
- The hours of service of the Deputy under terms of this contract shall be established by 4. mutual agreement between the contracting parties based on the above stated security needs.
- The contract period for the deputy to work will commence on or around August 15, 2025 5. and terminate on or around May 30, 2026.
- This agreement may be terminated by either party serving thirty (30) days advance written 6. notice of cancellation upon the other party ("Cancellation Notification Period"). The Agreement will terminate on the last day of the month in which the Cancellation Notification Period ends. In the event of such termination, the School Board will pay all payments under Section 2.1.1 of this agreement up to and including the month of termination, and all costs incurred under section 2.2 up to and including costs incurred during the month of termination.

- 7. The parties consent to the exclusive jurisdiction of the Fairfield County Court of Common Pleas in any suit or proceeding based on or arising under this Agreement and irrevocably agree that all claims in respect of such suit or proceeding may be determined in said Court.
- 8. This agreement may not be assigned by any party.
- 9. Time is of the essence in the performance of the terms of this Agreement with respect to the payments made under Section 2 of this Agreement.
- 10. The parties represent that all actions necessary to the execution of this agreement have been taken in accordance with law, and that the signatories below have full authority to execute this Agreement.

IN CONSIDERATION WHEREOF, the signature of the parties have affixed their signatures hereto with intent to be fully bound as of the dates indicated

FAIRFIELD UNION SCHOOLS

Chad Belville, Superintendent

.9-25

Date

FAIRFIELD COUNTY SHERIFF Alex Lar Date

# BOARD OF FAIRFIELD COUNTY COMMISSIONERS

Steve Davis, Commissioner

Jeff Fix, Commissioner

David Levacy, Commissioner

Date

FAIRFIELD COUNTY SHERIFF'S OFFICE

# COST OF PROVIDING SCHOOL SECURITY AT FAIRFIELD UNION

COSTS FOR 2025 PORTION OF SCHOOL YEAR	YEAR		COSTS FOR 2026 PORTION OF SCHOOL YEAR	YEA	~	
2025 Hourly Rate	<mark>въ</mark>	36.155	2026 Hourly Rate	<mark></mark>	38.684	
Daily hours		8	Daily hours		œ	
Daily pay for deputy	ф	289.240	Daily pay for deputy	↔	309.47	
Estimated # of days in 2025 portion of school year		84	Estimated # of days in 2026 portion of school year		100	
Estimated Holiday Pay	÷	2,892.400	Estimated Holiday Pay	ф	3,094.71	
Estimated Salary Cost for 2025	69.	27,188.560	Estimated Salary Only Cost for 2026	69	34,041.785	
Benefits PERS Medicare Worker's Comp Life Ins Health Ins Total Benefit cost Total Benefit cost Cost for 2025 portion of 2025-2026 school session Cost for 2025 portion of 2025-2026 school session Cost for 2025 portion of 2025-2026 school session Cost for 2025 SCHOOL YEAR ANVUAL SRO CONFERENCE TRAINING COMBINED COST FOR 2025-2026 SCHOOL YEAR		4,921.129 394.23 407.83 11.400 7,562.38 13,296.976 13,296.976 3,680.00 640.00 96.133.10	<u>Benefits</u> PERS Medicare Worker's Comp Life Ins Health Ins Total Benefit cost Cost for 2026 portion of 2025-2026 school session	မ မ <mark>မ မ</mark> မ	6,161.56 493.61 340.42 14.25 17,285.78 77,285.78 51,327.57	1

\*monthly cost is to be paid monthly for the whole year, but is based on charging only for the 184 days.

aug-june july

8,011.09

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MONTHLY COST FOR SCHOOL YEAR\*

Signature Page

Resolution No. 2025-06.24.0

A Resolution Authorizing the Approval of a Service Agreement by and between Fairfield County Sheriff's Office and the Fairfield Union School District

(Fairfield County Sheriff)

This resolution has not yet been voted on.

# CERTIFICATE OF CLERK

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

2025-06.24.p

# A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Treasurer; 1080, Trust Unclaimed

**WHEREAS,** additional appropriations are needed in the major expenditure object category for 1080, Trust Unclaimed; and

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

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

**Section 1.** That the Fairfield County Board of Commissioners approves appropriating from unappropriated into the following major expenditure object category:

Other 24108000 \$26,300.00

Prepared by: Jennifer Effinger

A resolution to appropriate from unappropriated in major expenditure object category other.

# For Auditor's Office Use Only:

A.

\$ 26,300 . 24108000-590000 Other

Certification of Re	esources [FAIRFIELD COUNTY]		
X Q III Close Search Browse	Daput Frint Dieplay FDF Save Requires Buchtmany		
Certification of Resources [FAJRFI	ELD COUNTY]		
Fund 1080	TRUST, UNCLAIMED MONIES Year 2025		
Estimated	· · · · · · · · · · · · · · · · · · ·	Revised	
Unancumbered Beginning Bal		Actual Unencumb. Beginning Bal.	129,984.14
Original Revenue Estimate	.00	Revenues	.00
Original Certification	.00]	Current Certification	] . 129,984.19
Ortginal Appropriations	28,100.00	Current Appropriations	28,100.00
Original Available Unappropriated Cert.	-28,100.00)	Current Available Unappropriated Cert.	101,884.19

···· **\$** 

#### Signature Page

Resolution No. 2025-06.24.p

A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for the Treasurer, Fund #1080, Trust Unclaimed

(Fairfield County Treasurer)

This resolution has not yet been voted on.

# CERTIFICATE OF CLERK

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

2025-06.24.q

# A resolution authorizing the approval of the Mortgage on a Program Year 2023, Community Housing Impact and Preservation Program (CHIP), Rehab Construction for Natasha Watkins

**WHEREAS**, Fairfield County holds certain mortgage liens pursuant to award of the CHIP program funds including but not limited to housing rehabilitation, and

**WHEREAS**, Lancaster-Fairfield Community Action Agency (hereinafter Community Action) is the CHIP Program Administrator for Fairfield County; and,

**WHEREAS**, Natasha Watkins has received a CHIP loan for Rehab Construction from Community Action for their property located at 770 Schwilk Rd, Lancaster, Ohio 43130

**WHEREAS**, Lancaster-Fairfield Community Action Agency has prepared the Mortgage Document for approval in accordance with regulations governing the CHIP Program.

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

**SECTION 1:** that the Fairfield County Prosecutor is hereby authorized to approve said Mortgage.

**SECTION 2:** that the County Prosecutor approves the execution of the said mortgage for filing with the office of the Fairfield County Recorder and to retain copies in the official records of the Fairfield County CHIP Program.

Prepared by: Lancaster-Fairfield Community Action Agency, Housing Department

# PRIVATE HOMEOWNERS REHABILITATION MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, THAT <u>NATASHA WATKINS</u>, THE MORTGAGOR(S) IN CONSIDERATION OF <u>Fifty-One Thousand Eight Hundred Twenty Dollars and 00/100 (\$51,820.00)</u>, paid to them by the Mortgagee, Fairfield County do hereby Grant, Bargain, Sell and Convey unto the Lender, its successors and assigns, the following premises commonly known as <u>770 Schwilk Rd</u>, Lancaster, OH 43130, and legally described, to wit:

Situated in the State of Ohio, County of Fairfield, and Township of Berne, bounded and described as follows:

Being a part of Section 3, Township 14, Range 18 and beginning at an iron pin in the road and on east line of Section 3, 1186.68 feet North of the Southeast corner of Section 3; thence with the road, North 33° 12' West 237.1 feet to an iron pin; thence East 129.7 feet to an iron pin; thence South 197.98 feet to the place of beginning, containing 0.295 acres.

Please see EXHIBIT A for detailed Legal Description.

Parcel No. 005-01502.00

TOGETHER with all and singular the buildings, structures and improvements now upon or which may hereafter be put upon the above described premises or any part thereof and all easements, rights of way, licenses and privileges and all singular tenements, hereditaments and appurtenances belonging or in anywise appertaining to the said premises and property or any part thereof, and all the estate, title and interest whatsoever of the said Mortgagors of and to the above described premises; all such properties hereby granted, bargained, sold and conveyed being hereafter sometimes referred to as the "premises". TO HAVE AND TO HOLD the said premises unto the said Mortgagee, its successors and assigns, forever. And the said Mortgagors for themselves, their heirs, administrators, and executors, do hereby covenant with the said Mortgagee, its successors and assigns, that they are true and lawful owners of said premises and have full power to convey the same and that the same are free and clear of all encumbrances whatsoever. except a mortgage securing the Property executed in favor of US Bank N.A., and taxes and assessments not yet overdue and further that the Mortgagor does warrant and will defend the Mortgage against all lawful claims and demands whatsoever, except those herein above set forth.

And the Mortgagors further covenant and agree with Mortgagee as follows:

**First:** To honor the conditions of the Promissory Note in the amount of <u>Fifty-One Thousand Eight Hundred Twenty</u> <u>Dollars and 00/100 (\$51,820.00)</u>, payable in accordance with the terms of said note and agreement which document contains a FIVE (5) year repayment schedule.

**Second:** To pay or cause to be paid all taxes, assessments and other charges which are now or may hereafter be levied, charged, or assessed upon said premises hereinabove described, when due and payable, according to law, as well as all other claims which if unpaid, might by law become a lien or charge upon the premises herein described; PROVIDED, however, Mortgagors shall not be required to pay any such tax, assessment, charge, levy or claim if the amount, applicability or validity thereof shall be currently contested in good faith by the appropriate proceedings and

they shall have deposited with Mortgagee funds sufficient to pay any such contested tax assessments, charge, levy or claim if same shall finally be found to be owing by the Mortgagors. Mortgagee shall have the right to pay any assessments or taxes appearing on regular or amount or amounts so paid then be added to the principal debt herein, and bear interest at the rate of zero (0) percent per annum from the date of such payment and be secured by this mortgage the same as said principal and interest thereon.

**Third:** To keep or cause to be kept all buildings on the premises and every part and parcel thereof in good condition and repair and will cause to be made all necessary repairs, renewals and replacements so that the value and efficiency generally of the property mortgaged shall not be impaired except through depreciation in the ordinary use of the premises.

**Fourth:** To keep the buildings and improvements upon the premise hereinabove described **insured** against loss by fire and windstorm by extended coverage insurance and against such other hazards and liabilities as are commonly insured against by owners of similar property in Fairfield County, Ohio in reasonable amounts in companies approved by Mortgagee with mortgage clauses in said policies acceptable to and approved by the Mortgagee and to pay the premiums therefore and deliver said policies to the Mortgagee as so requested.

Fifth: To comply with all statutes, ordinances, regulations and rules which may be established by any legally constituted public authority with respect to the use, maintenance and care of the property which is subject to this mortgage.

**Sixth:** Not to change the ownership of the premises described herein without prior written consent of the Mortgagee. Property owner agrees for a period of FIVE (5) years to maintain the property as their principal place of residence and will not rent or temporarily sublease this unit and will not convert the property to any other use.

**Seventh:** That each and every covenant, agreement and obligation hereinabove contained on Mortgagor's part to be done, kept and performed by the heirs, administrators, executors and assigns of the Mortgagors, and further that each and every right and privilege of and to Mortgagee hereunder shall insure to, benefit and be enforceable by its successors and assigns.

**Eighth:** That in the event of default in the payment of any installment of principal or interest on said note when called for by said note, or in the event of default of performance of any of the covenants contained in this mortgage to be performed by Mortgagors herein, the holder of said note may, at its option, without notice declare the principal of said note and interest accrued hereon to be immediately due and payable and may proceed to enforce the collection thereof by suit at law or in equity or by proceedings to foreclose this mortgage and in any such event, the Mortgagee shall at once become and be entitled to the possession, use and enjoyment of the property hereinabove deserved, and to the rents, issues, royalties and profits thereof, and such possession and enjoyment shall at once be delivered and surrendered to the Mortgagee on request, and upon refusal, the said delivery may be enforced by the Mortgagers by any civil suits or proceedings and the Mortgagee shall be entitled to a receiver of and for said premises and the rents, issues, royalties and profits thereof as a matter of right without regard to the solvency or insolvency of the Mortgagors or the value thereof; and such receiver may be appointed by any Court of competent jurisdiction upon ex-parte application and without notice, which is hereby expressly waived, and all rents, issues, royalties, profits, income and revenue shall be applied by said receiver according to law and the orders of said Courts.

PROVIDED, NEVERTHELESS, that if Mortgagors shall fully perform all of the covenants to be performed by Mortgagor(s) herein, and shall pay or cause to be paid all sums secured in the Mortgage according to the tenor and effect thereof or according to the tenor and effect of any note given by way of renewal or extension thereof, to the order of FAIRFIELD COUNTY, OHIO, then these presents to be void, otherwise to remain in full force and effect. In the event of the death of Mortgagor Owner/Occupant (s) during said FIVE (5) year period, if said property is transferred to a member of his or her family such person(s) may assume the obligations herein as long as he or she occupies the said property. Otherwise, remaining balance is due and payable.

# TERMS OF THE LOAN:

Deferred Forgivable - (\$51,820.00). The deferred forgivable amount shall be 100% of the total rehab amount, and is

reduced by 20% per year for five (5) years at 0% interest. After the five (5) year period, 100% of the loan is totally forgiven. In the event the Mortgagor(s) sell the property, transfer the title, refinance, subordinate the real property, or violate any element of the Terms and Conditions, Affidavit, Promissory Note, or this Mortgage Note during the 5-year period, then the remaining amount is paid back on a prorated basis. The five-year period shall begin upon execution of this Mortgage.

Where required by this contest, words in singular number shall be construed as plural and words in plural as singular, and the use of gender shall include all genders.

IN WITNESS WHEREOF, the said mortgagors, whether seized in fee, or of dower, the latter of whom hereby intending to release all their right and expectancy of dower in said premises have hereunto set their hands this 12<sup>th</sup> day of June, 2025.

#### SIGNED AND ACKNOWLEDGED IN THE PRESENCE OF:

WITNESS

MORTGAGOR – NATASHA WATKINS

STATE OF OHIO} COUNTY OF FAIRFIELD}SS Before me, the subscriber, a Notary Public in and for said County and State, personally appeared the above named <u>NATASHA WATKINS</u>, mortgagor, owner-occupant(s) who acknowledged that he/she did sign the foregoing instrument and that the same is his/her free act and deed.

In Testimony Whereof, I have hereunto set my hand and seal this \_\_\_\_\_ day of June, 2025.

(Seal)

**Notary Public** 

Prepared by: Lancaster-Fairfield Community Action Agency Fairfield County, Ohio

Prosecutor's Approval Page

Resolution No.

A resolution authorizing the approval of the Mortgage on a Program Year 2023, Community Housing Impact and Preservation Program (CHIP), Rehab Construction for Natasha Watkins

(Lancaster-Fairfield Community Action Agency)

Approved as to form on 6/17/2025 12:18:16 PM by Amy Brown-Thompson,

(Anny Brown Thompson

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

#### Signature Page

Resolution No. 2025-06.24.q

A Resolution Authorizing the Approval of the Mortgage on a Program Year 2023, Community Housing Impact and Preservation Program (CHIP), Rehab Construction for Natasha Watkins

(Lancaster-Fairfield Community Action Agency)

This resolution has not yet been voted on.

# CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.
2025-06.24.r

### A resolution authorizing the approval of the Mortgage on a Program Year 2023, Community Housing Impact and Preservation Program (CHIP), Rehab Construction for Stacy Souders

**WHEREAS**, Fairfield County holds certain mortgage liens pursuant to award of the CHIP program funds including but not limited to housing rehabilitation, and

**WHEREAS**, Lancaster-Fairfield Community Action Agency (hereinafter Community Action) is the CHIP Program Administrator for Fairfield County; and,

**WHEREAS**, Stacy Souders has received a CHIP loan for Rehab Construction from Community Action for their property located at 3088 Olympic Club Drive, Pickerington, Ohio, Ohio 43417

**WHEREAS**, Lancaster-Fairfield Community Action Agency has prepared the Mortgage Document for approval in accordance with regulations governing the CHIP Program.

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

**SECTION 1:** that the Fairfield County Prosecutor is hereby authorized to approve said Mortgage.

**SECTION 2:** that the County Prosecutor approves the execution of the said mortgage for filing with the office of the Fairfield County Recorder and to retain copies in the official records of the Fairfield County CHIP Program.

Prepared by: Lancaster-Fairfield Community Action Agency, Housing Department

### PRIVATE HOMEOWNERS REHABILITATION MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, THAT <u>STACY SOUDERS</u>, THE MORTGAGOR(S) IN CONSIDERATION OF <u>Sixty-Two Thousand Nine Hundred Sixty Dollars and 00/100 (\$62,960)</u>, paid to them by the Mortgagee, Fairfield County do hereby Grant, Bargain, Sell and Convey unto the Lender, its successors and assigns, the following premises commonly known as <u>3088 Olympic Club Drive</u>, <u>Pickerington</u>, <u>OH 43147</u>, and legally described, to wit:

SITUATED IN THE STATE OF OHIO, COUNTY OF FAIRFIELD AND IN THE CITY OF COLUMBUS AND BOUNDED AND DESCRIBED AS FOLLOWS:

BEING LOT NUMBER SEVEN HUNDRED FORTY-SEVEN (747) OF PARK PLACE SECTION 9, AS THE SAME IS NUMBERED AND DELINEATED UPON THE RECORDED PLAT THEREOF, OF RECORD IN PLAT CABINET 1, SLOT 133, RECORDERS OFFICE, FAIRFIELD COUNTY, OHIO.

Please see EXHIBIT A for detailed Legal Description.

Parcel No. 0580312900

TOGETHER with all and singular the buildings, structures and improvements now upon or which may hereafter be put upon the above described premises or any part thereof and all easements, rights of way, licenses and privileges and all singular tenements, hereditaments and appurtenances belonging or in anywise appertaining to the said premises and property or any part thereof, and all the estate, title and interest whatsoever of the said Mortgagors of and to the above described premises; all such properties hereby granted, bargained, sold and conveyed being hereafter sometimes referred to as the "premises". TO HAVE AND TO HOLD the said premises unto the said Mortgagee, its successors and assigns, forever. And the said Mortgagors for themselves, their heirs, administrators, and executors, do hereby covenant with the said Mortgagee, its successors and assigns, that they are true and lawful owners of said premises and have full power to convey the same and that the same are free and clear of all encumbrances whatsoever. except a mortgage securing the Property executed in favor of US Bank N.A., and taxes and assessments not yet overdue and further that the Mortgagor does warrant and will defend the Mortgage against all lawful claims and demands whatsoever, except those herein above set forth.

And the Mortgagors further covenant and agree with Mortgagee as follows:

**First:** To honor the conditions of the Promissory Note in the amount of <u>Sixty-Two Thousand Nine Hundred Sixty</u> <u>Dollars and 00/100 (\$62,960)</u>, payable in accordance with the terms of said note and agreement which document contains a FIVE (5) year repayment schedule.

**Second:** To pay or cause to be paid all taxes, assessments and other charges which are now or may hereafter be levied, charged, or assessed upon said premises hereinabove described, when due and payable, according to law, as well as all other claims which if unpaid, might by law become a lien or charge upon the premises herein described; PROVIDED, however, Mortgagors shall not be required to pay any such tax, assessment, charge, levy or claim if the amount, applicability or validity thereof shall be currently contested in good faith by the appropriate proceedings and

they shall have deposited with Mortgagee funds sufficient to pay any such contested tax assessments, charge, levy or claim if same shall finally be found to be owing by the Mortgagors. Mortgagee shall have the right to pay any assessments or taxes appearing on regular or amount or amounts so paid then be added to the principal debt herein, and bear interest at the rate of zero (0) percent per annum from the date of such payment and be secured by this mortgage the same as said principal and interest thereon.

**Third:** To keep or cause to be kept all buildings on the premises and every part and parcel thereof in good condition and repair and will cause to be made all necessary repairs, renewals and replacements so that the value and efficiency generally of the property mortgaged shall not be impaired except through depreciation in the ordinary use of the premises.

**Fourth:** To keep the buildings and improvements upon the premise hereinabove described **insured** against loss by fire and windstorm by extended coverage insurance and against such other hazards and liabilities as are commonly insured against by owners of similar property in Fairfield County, Ohio in reasonable amounts in companies approved by Mortgagee with mortgage clauses in said policies acceptable to and approved by the Mortgagee and to pay the premiums therefore and deliver said policies to the Mortgagee as so requested.

Fifth: To comply with all statutes, ordinances, regulations and rules which may be established by any legally constituted public authority with respect to the use, maintenance and care of the property which is subject to this mortgage.

**Sixth:** Not to change the ownership of the premises described herein without prior written consent of the Mortgagee. Property owner agrees for a period of FIVE (5) years to maintain the property as their principal place of residence and will not rent or temporarily sublease this unit and will not convert the property to any other use.

**Seventh:** That each and every covenant, agreement and obligation hereinabove contained on Mortgagor's part to be done, kept and performed by the heirs, administrators, executors and assigns of the Mortgagors, and further that each and every right and privilege of and to Mortgagee hereunder shall insure to, benefit and be enforceable by its successors and assigns.

**Eighth:** That in the event of default in the payment of any installment of principal or interest on said note when called for by said note, or in the event of default of performance of any of the covenants contained in this mortgage to be performed by Mortgagors herein, the holder of said note may, at its option, without notice declare the principal of said note and interest accrued hereon to be immediately due and payable and may proceed to enforce the collection thereof by suit at law or in equity or by proceedings to foreclose this mortgage and in any such event, the Mortgagee shall at once become and be entitled to the possession, use and enjoyment of the property hereinabove deserved, and to the rents, issues, royalties and profits thereof, and such possession and enjoyment shall at once be delivered and surrendered to the Mortgagee on request, and upon refusal, the said delivery may be enforced by the Mortgagers and the rents, issues, royalties and profits thereof as a matter of right without regard to the solvency or insolvency of the Mortgagors or the value thereof; and such receiver may be appointed by any Court of competent jurisdiction upon ex-parte application and without notice, which is hereby expressly waived, and all rents, issues, royalties, profits, income and revenue shall be applied by said receiver according to law and the orders of said Courts.

PROVIDED, NEVERTHELESS, that if Mortgagors shall fully perform all of the covenants to be performed by Mortgagor(s) herein, and shall pay or cause to be paid all sums secured in the Mortgage according to the tenor and effect thereof or according to the tenor and effect of any note given by way of renewal or extension thereof, to the order of FAIRFIELD COUNTY, OHIO, then these presents to be void, otherwise to remain in full force and effect. In the event of the death of Mortgagor Owner/Occupant (s) during said FIVE (5) year period, if said property is transferred to a member of his or her family such person(s) may assume the obligations herein as long as he or she occupies the said property. Otherwise, remaining balance is due and payable.

### TERMS OF THE LOAN:

Deferred Forgivable - (\$62,960). The deferred forgivable amount shall be 100% of the total rehab amount, and is

reduced by 20% per year for five (5) years at 0% interest. After the five (5) year period, 100% of the loan is totally forgiven. In the event the Mortgagor(s) sell the property, transfer the title, refinance, subordinate the real property, or violate any element of the Terms and Conditions, Affidavit, Promissory Note, or this Mortgage Note during the 5-year period, then the remaining amount is paid back on a prorated basis. The five-year period shall begin upon execution of this Mortgage.

Where required by this contest, words in singular number shall be construed as plural and words in plural as singular, and the use of gender shall include all genders.

IN WITNESS WHEREOF, the said mortgagors, whether seized in fee, or of dower, the latter of whom hereby intending to release all their right and expectancy of dower in said premises have hereunto set their hands this 12<sup>th</sup> day of June, 2025.

### SIGNED AND ACKNOWLEDGED IN THE PRESENCE OF:

WITNESS

MORTGAGOR – STACY SOUDERS

STATE OF OHIO} COUNTY OF FAIRFIELD}SS Before me, the subscriber, a Notary Public in and for said County and State, personally appeared the above named <u>STACY SOUDERS</u>, mortgagor, owner-occupant(s) who acknowledged that he/she did sign the foregoing instrument and that the same is his/her free act and deed.

In Testimony Whereof, I have hereunto set my hand and seal this \_\_\_\_ day of June, 2025.

(Seal)

**Notary Public** 

Prepared by: Lancaster-Fairfield Community Action Agency Fairfield County, Ohio

Prosecutor's Approval Page

Resolution No.

A resolution authorizing the approval of the Mortgage on a Program Year 2023, Community Housing Impact and Preservation Program (CHIP), Rehab Construction for Stacy Souders

(Lancaster-Fairfield Community Action Agency)

Approved as to form on 6/17/2025 2:37:34 PM by Amy Brown-Thompson,

(Anny Brown Thompson

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

### Signature Page

Resolution No. 2025-06.24.r

A Resolution Authorizing the Approval of the Mortgage on a Program Year 2023, Community Housing Impact and Preservation Program (CHIP), Rehab Construction for Stacy Souders

(Lancaster-Fairfield Community Action Agency)

This resolution has not yet been voted on.

### CERTIFICATE OF CLERK

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

2025-06.24.s

### 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 June 25, 2025, with the EFT bank file as June 26, 2025.

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

**Section 1.** That the Fairfield County Board of County Commissioners approves the attached cash disbursement journal.

Prepared by: Auditor/Finance cc: Finance Office

### FAIRFIELD COUNTY OHIO - INVOICES BY DEPARTMENT

### Department

Check #	Check Date	Vend #	Vendor Name	Invoice #	Invoice Date	PO #	Warrant	Line Item Description	Amount
1200 - CC	MMISSION	IERS AD	MIN						
FUND: 1001 - GENERAL FUND									
1591101	6/25/2025	80132	AUNDREA N CORDLE	6/2025	6/1/2025	341	C0624	MONTHLY CELL PHONE STIPEND 6/2025	60.00
1591102	6/25/2025	82133	JEFF PORTER	6/2025	6/1/2025	417	C0624	MONTHLY CELL PHONE STIPEND 6/2025	60.00
								TOTAL: COMMISSIONERS ADMIN	120.00

Summary Total for this report: 120.00

### FAIRFIELD COUNTY OHIO - INVOICES BY DEPARTMENT - SUMMARY

Department	Total Amount
1200 - COMMISSIONERS ADMIN	\$120.00
Summary Total For This Report:	\$120.00

Commissioner Steven A. Davis

Commissioner Jeffery M Fix

Commissioner David L Levacy

Date

Signature Page

Resolution No. 2025-06.24.s

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.

### HANDOUTS PROVIDED BY THE PUBLIC **DURING THE PUBLIC COMMENT** SECTION OF THE MFFTING ARF CONTAINED HEREAFTER



### June 2025 Newsletter



Dear Neighbor,

Summer is in the air! National Grid Renewables has rebranded as Geronimo Power. While our name is different, what we do and how we do it hasn't changed. We remain committed to developing, constructing, owning, and operating high-performance energy projects that empower landowners with new revenue opportunities, foster sustainable development within local communities, and provide resilient energy solutions critical to a future-ready American economy. This newsletter provides an update on Geronimo Power's Carnation Solar Project being proposed in your community. Please contact us at any time or visit our website:

https://geronimopower.com/in-development/carnation-solar/

We look forward to hearing from you!

### **PROJECT OVERVIEW**

The Carnation Solar Project is a partnership with local farmers traversing approximately 1,700 acres of land for the development of up to 142 megawatt (MW) solar development. Benefits include:



### **Energy Independence:**

Locally generated solar energy reduces America's dependence on foreign imports.



### **Economic Boost:**

Local hotels, stores and restaurants will all see economic benefits. We estimate the community, because of Carnation Solar, will see \$73 million in additional tax revenue, landowner payments, local wages and a charitable fund.





PUBLIC INFORMATION MEETING MATERIALS

Please visit our website to see the full suite of materials from our in-person meetings last fall. https://geronimopower.com/in-development/carnation-solar/

There are various avenues for public participation throughout the permitting process. More information can be found via the OPSB website www.opsb.ohio. gov/. If you have questions regarding the OPSB process or public participation, you can contact them directly:



### CARNATION NEEDS YOU - SEND A LETTER OF SUPPORT TO OPSB FOR CARNATION SOLAR HERE:

Ohio Power Siting Board 180 E Broad St, Columbus, OH 43215

📞 (866) 270-6772

contactOPSB@puco.ohio.gov

CONTACT THE CARNATION SOLAR PROJECT TEAM:

### carnationsolar@geronimopower.com

**(**740) 761-7879

### S EDUCATING LOCAL TEACHERS

Geronimo Power was pleased to host regional STEM educators on May 8 at our Yellowbud Solar project in Ross County through our Education Agreement with Ohio University-Chillicothe. Teachers from regional local school districts were able to gain real-world experience at a utility-scale solar project with a tour around the facility, including



a stop "behind the fence" where participants were able to get up close to the solar project and learn how the system provides localized, home-grown power to their community. A sincere thank you to our heroes in education for spending the day with us.



Geronimo Power hosts fire safety simulation drills with local fire department.

### Prioritizing fire safety

While rare, the Carnation Solar Project team is prepared for emergencies that may occur on the project site. Prior to construction, we will have a comprehensive emergency management plan in place and work with local EMS and fire departments to ensure a quick and coordinated effort should the need ever arise.

Our team is committed to having open and frequent dialogue with local emergency services, conducting annual emergency simulation drills and having site-specific safety protocols put in place. This collaborative approach ensures safety is always the top priority.

Carnation Solar Project Geronimo Power 8400 Normandale Lake Blvd Ste 1200

Bloomington, MN 55437



Taken from our balcony.



Taken from our balcony.













