

**Regular Meeting #53 - 2023**  
**Fairfield County Commissioners' Office**  
**November 14, 2023**

**Review Meeting**

The Commissioners met at 9:02 a.m. in the Commissioners' Hearing Room located at 210 E. Main St., Lancaster, OH. Commissioner Davis called the meeting to order with the following Commissioners present: Steve Davis and Jeff Fix. Also present: County Administrator Aundrea Cordle, Deputy County Administrator Jeff Porter, Communications & Information Coordinator Bennett Niceswanger, Budget Director Bart Hampson, IT Director Dan Neeley, JFS Director Corey Clark, Utilities Director Tony Vogel, Facilities and EMA Director Jon Kochis, Auditor Carri Brown, Deputy Director of Engineer Operations Jason Grubb, FCFC Manager Tiffany Wilson, Deputy JFS Director Heather O'Keefe, JFS Budget Director Josh Crawford, Assistant Prosecuting Attorney Amy Brown-Thompson, Assistant Prosecuting Attorney Austin Lines, Planner Safa Saleh, Planner Josh Hillberry, Interim RPC Director Holly Mattei, Economic and Workforce Development Director Rick Szabrak, Clerk of Courts Branden Meyer, OSU Extension Area Leader Shannon Carter, Aubry Fowler, Leslie Cooksie, Carrie Brown, Francis Martin, Sherry Pymer, Bruce Price Jo Price, Judy Stemen, Ray Stemen, and Nick Bondren.

Attending virtually: Steven Darnell, Lisa Thomas, Park Russell, Shelby Hunt, Jessica Murphy, BGM, Ashley Arter, Arika Farrar, Tony Howard, Greg Forquer, Michael Kaper, Deb, Britney Lee, Marcy Fields, Belinda Nebbergall, Jeanie Wears, Jacqui Pazaropoulos, Abby King, Stacy Hicks, and Josh Horacek.

**Welcome**

Commissioner Davis opened the meeting by welcoming everyone in attendance and spoke about the schedule for the day.

**Public Comments**

Ray Stemen of Lancaster offered his concerns for the fires in Oahu, Hawaii.

Judy Stemen of Lancaster gave quotes from Ohio lawmakers.

Nick Bondren with the Ohio Land Liberty Coalition referenced a study he said found no significant change in property value of properties located near solar farms.

Sherry Pymer of Walnut Township spoke on studies she has seen that show decrease in property values due to proximity to solar farms. She argued that adjacent property owners are not having their property rights taken into consideration.

Commissioner Davis stated the Commission received a memo from EDF that stated they will be conducting field work studies on private property signed into the project.

**Listen and Learn – OSU Extension**

Shannon Carter, Carrie Brown, Kacie Funk, and Leslie Cooksie with the OSU Extension office provided a listen and learn on the OSU Extension programs and events.

Carrie Brown began by announcing that the Master Gardeners received an award. She explained that the Spotted Lantern Fly is the latest invasive species in Ohio which is spreading across the state. They do not pose a large risk but in greater numbers can negatively impact vineyards and create a general nuisance.

Commissioner Davis asked what the problem is with the insect and what the solution is.

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Ms. Brown stated they cause problems for fruit crops, especially vineyards. Due to them being an invasive species, they have no natural predators. To treat for the insects, farmers have to spray pesticides more often.

Area Leader, Shannon Carter, does most of the trainings on cooking, food prep, storage, and healthy eating. The OSU Extension also does the Real Money Real World program which exposes middle school students to smart spending and budgeting. They have reached over 6,000 students across the county with this program.

Aubry Fowler spoke on the 4-H Youth Development program. The office holds skillathons for 4-H students to learn hands on skills with their animals and with interviews of their projects.

Leslie Cooksie spoke on the Junior Fair Board. Students work with the OSU Extension to hold trainings and team building. They also have the opportunity to travel to other fairs to see how other county fairs are run. Ms. Cooksie announced that the Junior Fair Livestock Sale generated over \$1 million in from the 664 animals sold at this years fair.

**Legal Update**

No update.

**County Administration Update**

**Week in Review**

*Sheriff's Office Parking Lot Perimeter Fencing and Secure Entrances*

Facilities Director, Jon Kochis, shared updated quotes on options to provide a secure parking lot at the Sheriff's office.

Commissioner Davis stated the Sheriff's Office has made the Commission aware of concerns for the security of the parking lot and the Commissioners want to be responsive to those concerns. He wants to balance the wants of the public with the concerns of the Sheriff's Office to find a suitable solution.

Commissioner Fix respects the commitment to the public and is dedicated to finding a suitable solution.

Commissioner Davis added there was recent spread of misinformation that an inmate escaped the jail. That person was never in the possession of the jail and were being transported to the jail from a private company and escaped.

*Ohio Education Service Center Association Award*

The Outstanding Leadership and Community Service award was presented to Economic and Workforce Development Director, Rick Szabrak.

**Highlights of Resolutions**

*Administrative Approvals*

The review packet contains a list of administrative approvals.

*Resolution Review*

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There are 20 resolutions on the agenda for the voting meeting.

Resolutions of note:

- A resolution entering into an agreement with Coshocton-Fairfield-Licking-Perry (CFLP) Solid Waste District for Recycling and Education Services for 2024.
- An agreement between Fairfield County Clerk of Courts and the Ohio Department of Public Safety, Ohio Bureau of Motor Vehicles for the Administration of Class D Skills Tests by a Third Party.
- A resolution to assign authority to the Director of the Fairfield County Department of Job and Family Services to serve as the designee of the Board of County Commissioners to approve inter-county adjustment agreements relating to the allocation of funds issued by the Ohio Department of Job and Family Services for specific period of time.

Clerk of Courts, Branden Meyer, stated the title office in Pickerington will now be administering drivers' exams.

**Budget Review**

Budget Director, Bart Hampson, stated the level 4 budget entry access ends on November 27th at 9:00 a.m.

Commissioner Davis asked to see any changes or anticipated expenses for 2024 once they are available.

**Calendar Review/Invitations Received**

- Governor's Executive Workforce Board Meeting, Tuesday, November 14, 2023, at 10:00 a.m., 4465 S. Hamilton Rd., Groveport
- Village of Bremen Land Use Plan meeting, Tuesday, November 14, 2023, at 4:00 p.m., 9090 Marietta Rd. SE, Bremen
- Village of Sugar Grove Land Use Plan meeting, Wednesday, November 15, 2023, at 4:00 p.m., Berne Union High School, 506 N. Main St., Sugar Grove
- Family and Children First Council Full Meeting, Thursday, November 16, 2023, at 8:30 a.m., Agriculture Center, 831 College Ave., Lancaster
- Community Action Board of Directors meeting, Thursday, November 16, 2023, at 11:30 a.m., Alley Park Lodge, 2805 Old Logan Rd., Lancaster
- Electronic and Shredding Recycle Day by Lancaster-Fairfield Community Action Agency, Thursday, November 16, 2023, from 3 – 6:30 p.m. at the Recycling Center, 1761 E. Main St., Lancaster
- Ambassadors' Club Donor Reception by the Fairfield County Foundation, Wednesday, November 29, 2023, from 5:30 – 7:30 p.m. at Ale House 1890, 149 W. Main St., Lancaster
- The Recovery Center's 50th Anniversary celebration open house, Tuesday, November 28, 2023, 12:00 p.m.-2:00 p.m., 201 S Columbus St., Lancaster

**Correspondence**

*Items Requiring Response*

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*Informational Items*

- Letter from South Central Power, dated November 7, 2023
- From the Office of the County Auditor, the "Wins of the Week"
- Memo from Dr. Carri Brown, County Auditor, November 8, 2023. Subjects: Thanks for Attending the Making Numbers County Seminar; 2023 Year-End Schedules; Payroll Schedules; and a Personnel Change
- Letter from a Fairfield County resident regarding the Eastern Cottontail Solar project
- Thank you card from the Fairfield County Fair
- Thank you card from a 4-H student for support of the Fairfield County Fair
- Liquor permit, number 5003618, to Lancaster Golf Club LLC, 3100 Country Club Rd. SW, Lancaster, OH

**Old Business**

Commissioner Davis stated the county is working to negotiate with South Central Power to reduce energy costs for county facilities.

Commissioner Fix stated he continues with the Land Use Plan meetings around the county. He feels more positive each week and he appreciates the feedback he and the team receives from the meetings.

Commissioner Davis appreciates Commissioner Fix's leadership on the matter.

Director Kochis stated the EMA office received an AED grant.

Commissioner Davis recalled when AED's were introduced to the county. He asked if there has been any change in the county on training for the AED's.

Director Kochis stated the devices are only getting smarter which makes training easier.

Commissioner Davis thought it would be appropriate to do a presentation on the proper use of an AED.

**New Business**

Auditor Brown reported that the Making Numbers County Seminar was a success and people have requested more seminars. The abstract for real estate in Fairfield County has also been approved by the state.

Commissioner Davis stated there will be a brief Executive Session after the regular session and does not anticipate any further business after the readjournment.

**Regular (Voting) Meeting**

The Commissioners continued to their Regular Voting Meeting in the Commissioners' Hearing Room located at 210 E. Main St., Lancaster, OH. Commissioner Davis called the meeting to order with the following Commissioners present: Steve Davis and Jeff Fix. Also present: County Administrator Aundrea Cordle, Deputy County Administrator Jeff Porter, Communications & Information Coordinator Bennett Niceswanger, Budget Director Bart Hampson, IT Director Dan Neeley, JFS Director Corey Clark, Utilities Director Tony Vogel, Facilities and EMA Director Jon Kochis, Auditor Carri Brown, Deputy Director of Engineer Operations Jason Grubb, FCFC Manager Tiffany Wilson, Deputy JFS Director Heather O'Keefe, JFS Budget Director Josh

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Crawford, Assistant Prosecuting Attorney Amy Brown-Thompson, Assistant Prosecuting Attorney Austin Lines, Planner Safa Saleh, Planner Josh Hillberry, Interim RPC Director Holly Mattei, Economic and Workforce Development Director Rick Szabrak, Clerk of Courts Branden Meyer, OSU Extension Area Leader Shannon Carter, Aubry Fowler, Leslie Cooksie, Carrie Brown, Francis Martin, Sherry Pymmer, Bruce Price Jo Price, Judy Stemen, Ray Stemen, and Nick Bondren.

Attending virtually: Steven Darnell, Lisa Thomas, Shelby Hunt, Jessica Murphy, Ashley Arter, Arika Farrar, Greg Forquer, Michael Kaper, Deb, Britney Lee, Marcy Fields, Belinda Nebbergall, Jacqui Pazaropoulos, Abby King, Stacy Hicks, and Josh Horacek.

**Pledge of Allegiance**

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

**Announcements**

No announcements

**Approval of Minutes for November 7, 2023**

On the motion of Jeff Fix and the second of Steve Davis, the Board of Commissioners voted to approve the Minutes for the Tuesday, November 7, 2023, meeting.

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

**Approval of Roundtable Minutes for November 7, 2023**

On the motion of Jeff Fix and the second of Steve Davis, the Board of Commissioners voted to approve the Roundtable Minutes for the Tuesday, November 7, 2023, meeting.

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

**Approval of Resolutions from the Board of Commissioners**

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

- |              |  |
|--------------|--|
| 2023-11.14.a | A resolution entering into an agreement between Fairfield County and the Coshocton-Fairfield-Licking-Perry (CFLP) Solid Waste District for Recycling Services and Education Program Services for 2024. |
| 2023-11.14.b | A resolution approving an account to account transfers in a major object expense categories for the Commissioners Office budgets, General Fund# 1001   |

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

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**Approval of Resolutions from the Fairfield County Auditor - Finance**

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

- |              |   |
|--------------|---|
| 2023-11.14.c | A Resolution to approve the Rescinding of Resolution # 2023-11.07.ee – that requested the repayment of an advance to the General Fund from Fund 2503 Police Revolving - Fairfield County Sheriff's Department     |
| 2023-11.14.d | A Resolution to approve the Rescinding of Resolution # 2023 -11.07.ff - That requested to approve an account to account transfer into a major expenditure object category – Fairfield County Sheriff's Department |

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

**Approval of a Resolution from the Fairfield County Clerk of Courts – Title Division**

On the motion of Jeff Fix and the second of Steve Davis, the Board of Commissioners voted to approve the following resolution from the Fairfield County Clerk of Courts – Title Division:

- |              |  |
|--------------|--|
| 2023-11.14.e | A resolution entering into an agreement between Fairfield County Clerk of Courts and the Ohio Department of Public Safety, Ohio Bureau of Motor Vehicles for the Administration of Class D Skills Tests by a Third Party |
|--------------|--|

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

**Approval of a Resolution from Fairfield County Economic & Workforce Development**

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

- |              |   |
|--------------|---|
| 2023-11.14.f | A resolution to approve the recommendation for the RLF loan for Smart Start Commercial Services, LLC to be written off. |
|--------------|---|

Director Szabrak stated the write off falls under the COVID relief money.

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

**Approval of Resolutions from the Fairfield County Engineer**

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

- |              |   |
|--------------|---|
| 2023-11.14.g | A resolution to appropriate from unappropriated in a major expenditure object category County Engineer 2024-Motor Vehicle for contractual services. |
| 2023-11.14.h | A resolution to appropriate from unappropriated in a major expenditure object category County Engineer 2024-Motor Vehicle for equipment             |

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- 2023-11.14.i      A resolution to request for appropriations for additional unanticipated receipts of Memo receipts and memo expenses for fund 2050 for annual inspections in various subdivisions as of 11/03/2023.

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

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

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

- 2023-11.14.j      A resolution authorizing the approval of an advance from the General Fund to Safe Communities sub-fund #8195 org. 60819522 Family Adult Children First Council.
- 2023-11.14.k      A resolution authorizing the approval of an advance from the General Fund to Ohio Children's Trust Fund MSY sub-fund #8307 org. 60830700 . Family Adult Children First Council.
- 2023-11.14.l      A resolution authorizing the approval of partial repayment of an advance to the General Fund from Fund# 7521 Family, Adult, and Children First Council
- 2023-11.14.m      A resolution to approve additional appropriations by appropriating from unappropriated into a major expense object category – Fund #7521 – Family Adult Children First

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

**Approval of Resolutions from Fairfield County Job and Family Services**

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

- 2023-11.14.n      A resolution to approve additional appropriations by appropriating from unappropriated into a major expense object category – Fund # 2072 – Children Services Fund - Fairfield County JFS
- 2023-11.14.o      A resolution to assign authority to the Director of the Fairfield County Department of Job and Family Services to serve as the designee of the Board of County Commissioners to approve inter-county adjustment agreements relating to the allocation of funds issued by the Ohio Department of Job and Family Services for specific period of time

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

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**Approval of a Resolution from the Fairfield County Juvenile & Probate Court**

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

2023-11.14.p      A resolution to appropriate from unappropriated in a major expenditure object category for Juvenile Court Fund #2641 IV-E Fund.

Roll call vote of the motion resulted as follows:

Voting aye thereon: Jeff Fix and Steve Davis

**Approval of Resolutions from the Fairfield County Sheriff**

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

2023-11.14.q      A resolution approving an account-to-account transfer into a major expenditure object category.

2023-11.14.r      A resolution authorizing the approval of repayment of an advance to the General Fund from Fund 2503 Police Revolving.

Roll call vote of the motion resulted as follows:

Voting aye thereon: Jeff Fix and Steve Davis

**Approval of a Resolution from the Lancaster-Fairfield Community Action Agency**

On the motion of Jeff Fix and the second of Steve Davis, the Board of Commissioners voted to approve the following resolution from the Lancaster-Fairfield Community Action Agency:

2023-11.14.s      A resolution authorizing the release and satisfaction of mortgage on a PY 2016 Rehab Construction, Community Housing Impact and Preservation Program (CHIP) for Lindsay S. Lusher (Married)

Roll call vote of the motion resulted as follows:

Voting aye thereon: Jeff Fix and Steve Davis

**Approval of the Payment of Bills**

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

2023-11.14.t      A resolution authorizing the approval of payment of invoices for departments that need Board of Commissioners' approval.

Roll call vote of the motion resulted as follows:

Voting aye thereon: Jeff Fix and Steve Davis

**Executive Session**

On the motion of Jeff Fix and the second of Steve Davis, the Board of Commissioners voted to move to executive session to discuss the purchase of real property at 10:13 a.m.



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ADMINISTRATIVE AUTHORITY ITEMS  
FAIRFIELD COUNTY COMMISSIONERS' OFFICE  
NOVEMBER 06, 2023 TO November 12, 2023

Fairfield County Commissioners

- AA.11.06-2023.a An Administrative Approval for the payment of invoices for departments that need Board of Commissioners' approval and have bills presented that are not more than \$75,000 per invoice [Commissioners]
- AA.11.07-2023.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.11.08-2023.a An Administrative Approval for the payment of invoices for departments that need Board of Commissioners' approval and have bills presented that are not more than \$75,000 per invoice. [Commissioners]
- AA.11.08-2023.b An Administrative Approval for Ohio Department of Health Tuberculosis Funding Agreement. [Commissioners]

Fairfield County Domestic Relations Court

- AA.11.09-2023.a An Administrative Approval of the Contract for Annual Support of the Court Recording Software for December 1, 2023 through December 1, 2024 between For The Record (FTR) and the Fairfield County Domestic Relations Court [Domestic Relations Court]

Fairfield County Facilities

- AA.11.09-2023.b An Administrative Approval authorizing the approval of an Agreement between Danite Sign Company, and the Fairfield County Commissioners for a Signs at the Courthouse [Facilities]

Fairfield County Family and Children First Council

- AA.11.06-2023.b Administrative Approval authorizing a Payment Agreement between Fairfield County Family and Children First Council and Camp Nuhop for an MSY youth for respite. [Family and Children First Council]
- AA.11.09-2023.d Administrative Approval authorizing the approval of an Evaluation Cost Agreement between E.B. Evaluations, INC and Family and Children First Council for a Child and Adolescent General Psychological Evaluation [Family and Children First Council]

Fairfield County Human Resources

- AA.11.09-2023.e An administrative approval to approve an agreement with ImpaxRX, LLC for medication cost reduction services for the Fairfield County Health Benefits Plan [Fairfield County Human Resources]

Fairfield County Regional Planning Commission

- AA.11.09-2023.c An Administrative Approval to approve a contract between the Fairfield County Board of Commissioners and Toole & Associates [Regional Planning Commission]

Fairfield County Utilities Department

AA.11.09-2023.f An administrative approval of a bank transfer for the County Utilities Department October 2023 [Utilities]

Lancaster-Fairfield Community Action Agency

AA.11.09-2023.g An Administrative Approval to approve the application for funding by the Ohio EPA for the 2024 Community and Litter Grant [Community Action]



**Quarters 2,3, & 4, 2021 & Quarter 1,2,3 & 4 2022 & Quarter 1,2,3,4 2023 – American Rescue Plan Fiscal Recovery Funds, as of 11.3.2023.**

From the \$30,606,902.00 received as the first and second tranche of fiscal recovery funds. \$28,856,696.60 has been appropriated, \$17,017,213.31 expended, \$3,724,839.43 encumbered or obligated.

12Project/Category		As of 11/3/23 Appropriations	As of 11/3/23 Expenditure	As of 11/3/23 Obligation
<b>Public Health</b>				
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	3,478,288.29	3,252,460.31	213,371.79
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	60,565.00	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	1,655,582.09	1,343,466.70	0.00
R19b	Public Health Payroll Support	185,406.39	185,406.39	0.00
R19c	Other Public Sector Payroll Support	302,778.33	197,387.38	0.00
R110a	Mental and Behavioral Health	0.00	0.00	0.00
<b>Subtotal Public Health</b>		<b>6,545,664.47</b>	<b>5,896,016.13</b>	<b>213,371.79</b>
<b>Negative Economic Impacts</b>				
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

**Quarters 2,3, & 4, 2021 & Quarter 1,2,3 & 4 2022 & Quarter 1,2,3,4 2023 – American Rescue Plan Fiscal Recovery Funds, as of 11.3.2023.**

From the \$30,606,902.00 received as the first and second tranche of fiscal recovery funds. \$28,856,696.60 has been appropriated, \$17,017,213.31 expended, \$3,724,839.43 encumbered or obligated.

Project/Category		As of 11/3/23 Appropriations	As of 11/3/23 Expenditure	As of 11/3/23 Obligation
R210e	ADAMH/LSS Housing Projects	3,000,000.00	0.00	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	160,178.00	146,829.87	13,348.13
R213a	Support for Agriculture and the Growing Community	45,000.00	35,000.00	10,000.00
R213b	Technical Assistance for Townships & Others	400,000.00	211,854.84	37,423.16
R213c	Contracts for Services to Support Residents Suffering Effects of the Pandemic	102,000.00	71,240.00	25,460.00
<b>Subtotal Negative Economic Impacts</b>		5,455,452.01	2,213,198.72	86,231.29
R310a	Housing Support, Affordable Housing Strategic Plan	39,554.00	39,554.00	0.00
<b>Subtotal Services Disproportionately Impacted Communities</b>		39,554.00	39,554.00	0.00
<b>Premium Pay</b>				
R41a	Premium Pay, Premium Pay for Emergency Management Agency Workers	27,907.72	27,907.72	0.00
<b>Subtotal Premium Pay</b>		27,907.72	27,907.72	0.00
<b>Infrastructure</b>				
R52a	Clean Water: Centralized Collection and Conveyance, Airport	598,480.00	33,190.54	456,050.00
R52b	Clean Water: Centralized Collection and Conveyance, Walnut Creek Sewer District	750,000.00	0.00	750,000.00
R56a	Clean Water, Stormwater	539,895.00	539,895.00	0.00
R511a	Drinking Water: Transmission/Distribution, Grant Hampton	1,038,515.50	800,318.61	143,786.39

**Quarters 2,3, & 4, 2021 & Quarter 1,2,3 & 4 2022 & Quarter 1,2,3,4 2023 – American Rescue Plan Fiscal Recovery Funds, as of 11.3.2023.**

From the \$30,606,902.00 received as the first and second tranche of fiscal recovery funds. \$28,856,696.60 has been appropriated, \$17,017,213.31 expended, \$3,724,839.43 encumbered or obligated.

Project/Category		As of 11/3/23 Appropriations	As of 11/3/23 Expenditure	As of 11/3/23 Obligation
R511b	Drinking Water: Transmission/Distribution, Airport	102,000.00	0.00	38,950.00
R511c	Drinking Water: Transmission/Distribution, Greenfield	1,900,000.00	0.00	0.00
R511d	Drinking Water: Transmission/Distribution, Baltimore	613,000.00	0.00	613,000.00
R511e	Drinking Water: Transmission/Distribution, Pleasantville	834,000.00	0.00	659,000.00
R516a	Broadband, “Last Mile” Projects	500,000.00	0.00	0.00
<b>Subtotal Infrastructure</b>		<b>6,875,890.50</b>	<b>1,373,404.15</b>	<b>2,660,786.39</b>
<b>Revenue Loss</b>				
R61a	SaaS and Technological Equipment	370,646.50	230,825.32	139,821.18
R61b	Recorder Document Scanning	400,000.00	337,984.72	62,015.28
R61c	Clerk of Courts Case Management	375,000.00	308,341.85	66,658.15
R61d	MARCS Tower Project	520,000.00	481,278.50	38,721.50
R61e	Dispatch Consoles	560,000.00	543,820.85	16,179.15
R61f	Fairfield Center Purchase	2,708,752.85	2,708,752.85	0.00
R61g	Fairfield Center Renovation	3,692,375.73	2,154,159.03	347,749.37
R61h	Community School Attendance Program	501,137.00	126,618.70	6,086.75
R61i	Workforce Center Expansion	0.00	0.00	0.00
R61j	Smart Growth	200,000.00	153,878.38	46,121.62
R61k	United Way and Dolly Parton's Imagination Library	25,000.00	25,000.00	0.00

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Project/Category		As of 11/3/23 Appropriations	As of 11/3/23 Expenditure	As of 11/3/23 Obligation
R61l	Auditor Historical Records Scanning	0.00	0.00	0.00
R61m	Engineer's Radios	80,000.00	80,000.00	0.00
R61n	Auditor Printers	5,000.00	0.00	4,357.66
R61o	Auditor Copiers	12,000.00	0.00	11,983.30
R517a	Beavers Field Utilities	49,900.00	20,896.18	24,756.00
Revenue Loss		9,499,812.08	7,171,556.38	764,449.96
Administration				
R71a	Administrative Expenses	412,415.82	295,576.21	0.00
Subtotal Administration		412,415.82	295,576.21	0.00
Grand Total		\$28,856,696.60	\$17,017,213.31	\$3,724,839.43

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

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

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

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

- Identify a need or negative impact of the public health emergency,
- Identify how the county investment would specifically address that need, and



# Lancaster-Fairfield Community Action Recycling Center



## ELECTRONIC & SHREDDING RECYCLE DAY



**NOVEMBER 16**  
**3:00pm-6:30pm**  
**@**  
**Lancaster-Fairfield**  
**Community Action**  
**Recycling Center**  
**(1761 E. Main St. Lancaster)**

*\*Please follow map for event entrance.*



### ELECTRONIC ITEMS ACCEPTED:

Computers, laptops, printers, cables, mice, keyboards, discs, electronic clocks, VHS/DVD players, radios and cell phones at no cost

**TVs: \$1.00 per diagonal inch**

**Computer Monitors: \$5.00 each**

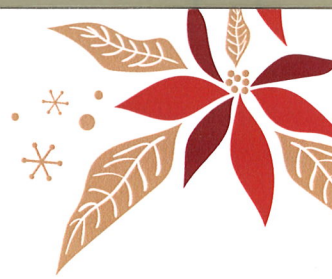
### DOCUMENT SHREDDING:

2 file size boxes per vehicle. No binders or alligator clips.

**Cash and checks only accepted**  
**Questions? Contact the Recycling Center**  
**at 740-205-8027**







Please join us in celebrating the season of giving at our

## *Ambassadors' Club* DONOR RECEPTION

**Wednesday, November 29<sup>th</sup> • 5:30 – 7:30 pm**

Ale House 1890

149 West Main Street • Lancaster, Ohio 43130

Upstairs Event Center (handicap accessible)

RSVP by Wednesday, November 22<sup>nd</sup>  
to 740.654.8451 or [stephanie@fairfieldcountyfoundation.org](mailto:stephanie@fairfieldcountyfoundation.org)





# \$50,000 TO CELEBRATE 50 YEARS

## HELP US CELEBRATE WITH A DONATION!

Donations are used to enhance The Recovery Center's treatment, intervention and prevention efforts to positively impact Fairfield County residents, their families and friends.

## FINANCIAL DONATION

**Are you looking for a way to help clients and families in need at The Recovery Center this holiday season?**

We appreciate donations anytime. However, you can maximize your gift by participating in the 34-Hour Give at the Fairfield County Foundation. To receive the 2023 Fairfield County Foundation Giving Tuesday match, checks must be dated November 28 or November 29 and delivered to the Foundation (162 East Main Street, Lancaster) between 8:00am November 28 and 4:00pm November 29. Checks should be made out to 'Fairfield County Foundation' with 'Recovery Center Life Fund' written in the memo line. Online donations will count for the match between 8:00am November 28 and 6:00pm November 29 at [https://fairfieldcfcsuite.com/erp/donate/create/fund?funit\\_id=3013](https://fairfieldcfcsuite.com/erp/donate/create/fund?funit_id=3013) or



[https://fairfieldcfcsuite.com/erp/donate/create/fund?funit\\_id=3013](https://fairfieldcfcsuite.com/erp/donate/create/fund?funit_id=3013)

## TAX DEDUCTIBILITY

We are a 501(c)(3) nonprofit organization. Contributions are tax-deductible to the extent allowed by law.

Please provide your name and contact information with any donations to receive documentation.

## MOST NEEDED NEW OR GENTLY USED ITEMS

Coats, Hats & Gloves  
Health & Beauty Aids  
Toys, Books & Puzzles

Call us at 740-687-4500 to arrange item drop-off or pickup.



**THE RECOVERY CENTER**  
*Hope. Help. Healing.*  
[www.therecoverycenter.org](http://www.therecoverycenter.org)  
201 South Columbus Street  
Lancaster, Ohio 43130  
740-687-4500

Join us as we celebrate

# 50

*years of service to our community*

**Tuesday, November 28, 2023**

**Open House**

**12:00pm to 2:00pm**

**The Recovery Center**

**201 South Columbus Street**

**Lancaster**

Light refreshments will be served.





November 7, 2023

Steve Davis  
Fairfield County Commissioner  
210 E Main St #301  
Lancaster, OH 43130

Dear Steve Davis, Fairfield County Commissioner,

We, at connectSCP, are excited about the fiber optic internet network we are bringing to your area. Over the next 30 months, we will be constructing our network as well as connecting new customers to 100% fiber internet service. connectSCP, a 100% wholly owned division of South Central Power, was created to provide connectivity to the unserved and underserved members within our service area.

Beyond the robust connectivity that our customers will receive, there are a number of community benefits that will come to fruition as a result of our efforts. Below is a brief list of the benefits to the community and the following pages can be a resource for you as you work with other leaders and constituents.

- Closing the Digital Divide
- Project Status /Updates
- What to Expect during Construction?
- Benefits of Fiber in the Community
- Benefits of Fiber to Residents

As we continue to build and expand our fiber internet services, we want to make sure you have all the information you need. We would like to schedule a time to meet with you in-person and look forward to serving you and your community. Thank you.

Best regards,



Tom Musick



**Tom Musick**

Vice President of Engineering and Broadband  
musick@southcentralpower.com  
740-689-6183



## Problem: The Digital Divide

The digital divide refers to the gap between those who have access to modern information and communication technology via the internet, and those who do not. This divide can manifest in various forms, including access to hardware and software, internet connectivity, digital literacy, and the ability to use digital tools effectively. connectSCP is focused on addressing the internet connectivity elements of the digital divide.

### Key components of the digital divide include:

**Access to Technology:** Disparities in the availability of devices like computers, smartphones, and tablets. Some people, especially in rural or economically disadvantaged areas, may lack access to these devices.

**Internet Connectivity:** Differences in access to reliable and high-speed internet. Rural areas, for example, may have limited infrastructure for broadband access, leading to a digital divide between urban and rural populations.

**Digital Literacy:** Variances in the ability to use digital tools and technology effectively. Some individuals may lack the skills and knowledge needed to navigate the internet, use software applications, or critically evaluate online information.

**Economic Disparities:** Socioeconomic factors play a significant role in the digital divide. Affordability of technology and internet services can create barriers for individuals or communities with lower incomes.

**Educational Disparities:** Gaps in access to technology and digital resources in educational institutions can contribute to educational inequalities. Students without access to digital tools may be at a disadvantage in terms of learning opportunities.

Addressing the digital divide is crucial for promoting equal opportunities and ensuring that everyone can participate fully in the digital age. Efforts to bridge the digital divide may involve policies and initiatives to improve infrastructure, increase digital literacy, and provide access to affordable technology. Closing the digital divide is seen as essential for fostering economic development, improving educational outcomes, and promoting social inclusion.

## Situation: Planned Expansion

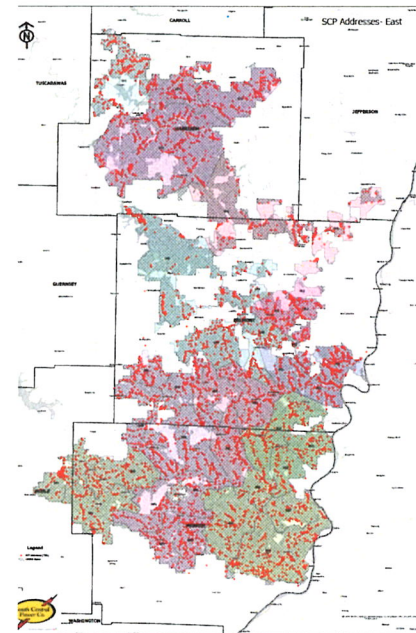
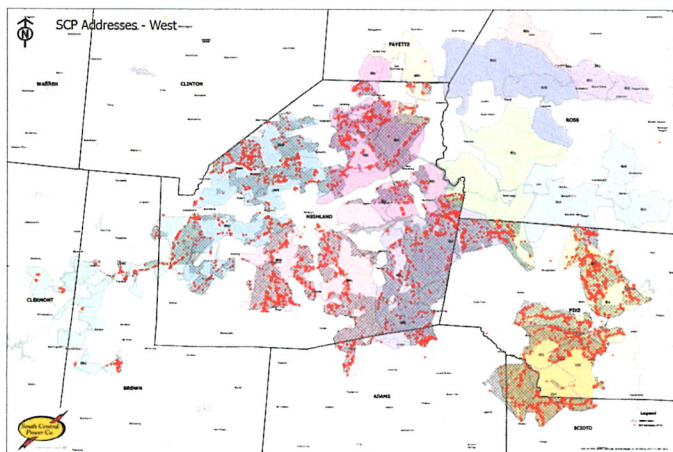
connectSCP has been awarded two grants from BroadbandOhio and has begun the important project/work to bring fiber internet to parts of 14 counties in eastern and western Ohio.

### Eastern Ohio:

South Central Power received a \$68,043,000 grant to bring fiber broadband to 5,745 households in parts of Belmont, Carroll, Harrison, Jefferson, Monroe and Noble counties.

### Western Ohio:

South Central Power received a \$29,998,000 grant to bring fiber broadband to 7,870 households in parts of Adams, Brown, Clermont, Fayette, Highland, Ross, Pike and Scioto counties.



While the FCC's data collection on underserved areas relies on broadband providers to simply state where they provide service and at what levels, South Central's own analysis of rural broadband availability relies on real-time data such as speed tests and other data points to show a truer picture of broadband access in our rural Ohio communities. Based on our analysis, much of our service territory is either served by providers who have won RDOF funding but not yet deployed service or isn't being served at all when it comes to broadband. South Central stands ready to serve these communities and is actively seeking new funding opportunities that will allow us to do so.



## Project: Plan and Progression

South Central Power has begun the construction as of the fall of 2023 and will begin testing our network with a limited number of consumers in the winter of 2024. The service will be commercially available by the summer of 2024.

South Central Power is actively exploring opportunities to find additional funding and expand our broadband footprint including in central Ohio, where many of our members in rural communities are unserved or underserved when it comes to broadband access. We're also working with other providers to ensure that all of our members will eventually receive adequate broadband service in their communities. connectSCP is planning to participate in round two of the Ohio Residential Broadband Expansion Grant Program (ORBEG). We look forward to your support in this endeavor.

As of fall of 2023, on-schedule construction has begun in the first of many markets designated for the connectSCP fiber internet network. Future construction plans are subject to timing adjustments.

### 2023 Construction Starts

- New Market  
(Highland County)
- Somerton  
(Belmont County)

### Subsequent Markets for Construction in 2024/2025

#### East

- Belmont County
- Harrison County
- Monroe County

#### West

- Highland County
- Brown County
- Scioto County



## Construction: What to Expect

There will be several different types of activity throughout the fiber network construction process. Here is a brief overview of what local leaders and residents can expect ...

In the rights-of-ways and easements in the community, the following steps will take place:

### 1. Survey, Design and Marking

Before construction can begin, our engineers and crews will design a proposed route for the fiber optic cables, survey the poles and potentially mark or flag where utility lines are located. Some of these utilities could be located and marked in tree lines, lawns, and other shrubbery in the rights of way/easements.

### 2. Fiber Optic Cable Installation

During this stage, specialized crews will be seen working in the area on different aspects of the build. Multiple trucks will be working throughout the area at various times throughout the process.

PLEASE NOTE: After all construction is complete in the area, we will repair and restore disrupted landscaping. Restoration may take 4-6 weeks.

### 3. Get connectSCP

If you are interested in becoming a connectSCP member and getting fiber internet up to 1 Gbps, please register your interest for service at [www.connectscp.com](http://www.connectscp.com)

## Benefits: To the Community

Fiber internet can bring several significant benefits to a community. Here are some ways in which fiber internet can positively impact a community:

### Faster Speeds

Fiber-optic cables, when compared to traditional broadband connections, provide much higher data transfer speeds compared to traditional copper cables. This means faster and more reliable internet connections for residents and businesses.

### Low Latency

Fiber optics have lower latency, reducing delays in data transmission. This is particularly important for real-time applications, such as online gaming, video conferencing, and other interactive services.

### Economic Development

High-speed internet is a crucial factor for attracting businesses. Fiber internet can make a community more appealing to tech companies, startups, and other businesses that rely on fast and reliable internet connectivity.

### Remote Work Opportunities

In an increasingly digital world, communities with fiber internet infrastructure can support remote work, attracting professionals and entrepreneurs who value high-quality internet access.

### Enhanced Learning

Fiber internet enables access to high-quality educational resources, online courses, and collaborative learning platforms. Students can benefit from a more interactive and engaging educational experience.

### Telehealth

High-speed internet facilitates the growth of telemedicine services, allowing residents to access healthcare remotely. This is particularly beneficial for individuals in rural areas or those with limited mobility.

### Community Services

Fiber internet enhances communication services, including emergency services, local government communications, and community outreach efforts.

### Smart Initiatives

Fiber infrastructure supports the development of smart city applications, such as smart grids, traffic management systems, and other innovations aimed at improving rural living.

### Quality of Life

Fiber internet enables high-quality streaming of video and music content. Residents can enjoy seamless access to entertainment services, contributing to an enhanced quality of life.

## Benefits: To the Residents

Residents can enjoy several benefits when their community is equipped with fiber-optic internet infrastructure. Here are some key advantages of fiber to residents:

### High Speed Internet

Fiber-optic internet offers significantly faster speeds compared to traditional broadband connections. Residents can download and upload data at high speeds, facilitating a smooth online experience for activities like streaming, gaming, and file sharing.

### Reliability and Consistency

Fiber optics are less susceptible to interference and signal degradation, resulting in a more stable and reliable internet connection. Residents can enjoy consistent performance without frequent disruptions.

### Reduced Lag

Fiber-optic networks have lower latency, meaning there is less delay in data transmission. This is particularly beneficial for online gaming, video conferencing, and other real-time applications where low latency is crucial.

### Streaming | Entertainment

Fiber internet supports high-definition and 4K streaming without buffering or interruptions. Residents can enjoy a seamless streaming experience for movies, TV shows, and online content.

### Education

Students benefit from faster internet speeds, enabling them to participate in virtual classes, access educational resources, and engage in online learning without connectivity issues.

### Remote Work

With the rise of remote work, fiber-optic internet allows residents to work from home more efficiently. High-speed and reliable connectivity enable smoother virtual meetings, file sharing, and collaboration.

### Smart Home Integration

Fiber internet facilitates the use of smart home devices such as thermostats, security cameras, and smart appliances. Residents can enjoy the convenience and energy efficiency of a connected home.

### Online Gaming

Gamers benefit from low-latency connections, ensuring a more responsive gaming experience. Fiber internet is ideal for online gaming, reducing lag and providing a competitive edge.

### Multiple Device Connectivity

Fiber internet can handle multiple devices simultaneously without adversely impacting performance. This is especially important in households with multiple residents using various devices.



## Wins of the Week!

- **The week began with a tremendous celebration of how we are already into the 2024 tax year with the computer assisted management appraisal system. This is based on the excellent work of the REA team – and it is about two months earlier than some of the past years. Way to go!**
- The GIS scanning project is nearing its completion, and that is good news for *increased efficiency*.
- Several other counties are considering conducting a REA Summit modeling what we did in September. We will share our materials. That Summit has been approved for 2024 by the Ohio Department of Commerce, and for Fairfield County, we are considering the *Fairfield Center for the location in 2024*.
- Carri held a teleconference with the Ohio Restaurant Association to prepare additional educational materials to help with those reentering. *Thanks to Commissioner Fix for the contact information.*
- Carri attended several *association meetings* to help define ways to improve property tax structure. Improving the Homestead program and the increasing the owner occupancy credit (changing it to a flat rate) are still under discussion.
- Following the MCJDC meeting last week, Carri gathered some information about *county contributions over time to present at the May meeting*.
- Election Day was November 7. *We are so blessed to live in a free country and to have the right to vote.*
- *November 7 was also Notary Recognition Day, and we honored Rachel Elsea, Michelle Wright, Crystal Walker, Angel Horn, and Joanna Vanderbilt.*
- Rachel Elsea and Bev Hoskinson attended a roundtable meeting on November 7, and they also attended the County Parks District Open House. There was a lot of good information provided. *Luann Davidson thanked the map room specialists during her roundtable update. She was appreciative of how the team researched records for correct parcel/township information.*
- Related to the thanks from Luann Davidson, Randy Carter reported how the research for correct parcel and township information was *helpful to Community Action and JFS, who have also been appreciative of the work of the map room specialists.*
- With DDL, Carri completed additional *strategic planning activities*. The first-ever strategic plan includes input from multiple stakeholders and gives guidance to the board members and volunteers for the future of downtown Lancaster.
- We have been receiving good feedback from team members about the *planning for the January 4<sup>th</sup> retreat*.
- **We have heard good feedback about the new EAP options which now include services for children. Articles in the media and reports from school officials inform us that the mental health of youth is a growing concern throughout the country.**
- Thanks to *all team members* for their leadership in completing the cybersecurity training (as well as training for ethics and avoiding unlawful harassment) by the deadlines.

- Thanks to all team members who sent a list of questions and answers to add to our *Speakers' Bureau efforts*. By the end of November, we will have conducted 50 presentations for the year.
- **Bev Hoskinson, Angel Horn, Jen Dickerson, and the Finance Team conducted the Making Numbers Count seminar on November 8. We have already received very positive feedback and are planning the next in-reach activities. Thanks to the hard work the Finance Team put forth for the seminar. The communications section and the federal reporting section are already having some good returns! And there is interest in a *Financial Leadership Academy*, which we will present for 2024!**
- Thanks for the organization in announcing the *year end schedules, too*.
- We received approval of our *second tech cred grant reimbursement* this week. Yay!
- Carri conducted a *massive open online course this week as a guest instructor*. There were more than 600 in attendance to discuss leadership theories and practices in the public and private sectors.
- **We are gearing up for *GIS Day* on November 15! Lots of new tools and educational materials are available. Lancaster City Schools is interested in using materials with grades 4-8.**
- Leadership of the Park District requested some *additional training* this week, and we have a plan in place to meet their needs.
- Thanks to the team for beginning to *evaluate goals for 2024*.
- *Thanks to Sarah Quinn, Josh Harper, and Noel Soddors* for the updates to the historical chart of assessed valuations.
- It is great to participate in the *Green Light Campaign to encourage our Veterans*. We also send notes of thanks to the Veterans we know of in the county.



To: Fairfield County Commissioners & Staff  
From: Dr. Carri Brown, County Auditor  
Date: November 8, 2023  
Subjects: Thanks for Attending the *Making Numbers Count* Seminar; 2023 Year-End Schedules; Payroll Schedules; and a Personnel Change

### **Thanks for attending the Making Numbers Count Seminar**

Thanks to all who attended the Making Numbers Count Seminar. Communications, year-end procedures, helpful processing hints, federal reporting, and internal control were discussed. There has been a lot of positive feedback – and a request to hold additional seminars.

### **Year-End Schedules**

The Year-End Schedules for 2023 have been published and sent to financial officers. If there are any emergencies or needs to go outside of that schedule, please just reach out to a supervisor or me.

### **Payroll Schedules**

Payroll schedules for 2024 have also been published for employees and for elected officials. The schedule for elected officials has been emailed to them. Remember, elected officials are paid slightly ahead in order to accommodate salary requirements per code and OPERS regulations for reporting.

### **Personnel Change**

*Sarah Quinn* is going back to her roots with Developmental Disabilities. We are very proud of Sarah for the work she has accomplished with us this year, and we wish her all the best with DD. May she and the agency continue to thrive and serve with their awesome mission. Sarah's last day with us will be November 17 – and the good news is that she will only be a phone call away.

*Amanda Rollins* will be joining us as a Settlements and Administration Analyst on November 20. Amanda most recently served as a Business Process Analyst with the state of Ohio. She has more than 10 years of experience as an analyst and software developer. Amanda has a Bachelor of Science Degree from DeVry University and a Master of Business Administration from Ohio Dominican University. In addition, she has lean belt/six sigma training. Amanda is a community volunteer, having served most recently for a dog shelter and Habitat for Humanity. She is a goal-driven analyst and is eager to begin her career with Fairfield County.

We will communicate with corporations and townships about this change.

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

Dear Commissioners,

As a resident of Fairfield County, I am writing in support of the Eastern Cottontail Solar project. I know how important it is to hear from local residents on matters that impact our community.

There is a skyrocketing demand for renewable energy in the state of Ohio and I look forward to helping meet this demand, while providing for my family. As someone who works in the energy industry, the development of these projects ensures the production of reliable energy in Ohio continues to be strong. Our energy supply should be diverse and provide opportunities for our workforce. Utility-scale solar meets that demand.

By being at the forefront of the changing energy landscape, our workers get a front-row seat to the constantly improving, low-impact nature of these projects. Eastern Cottontail Solar will create good-paying jobs for our workers that significantly contribute to our schools, township, county, and other important local services.

I am pleased to see a company commit to using local workers and pay good wages. I hope I can count on your support to make sure this happens.

Thank you for your consideration.

Jillian Foster  
908 King St  
Lancaster, OH 43130

A handwritten signature in black ink, appearing to read "Jillian Foster". The signature is fluid and cursive, with the first name being more prominent.

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

Dear Commissioners,

As a resident of Fairfield County, I am writing in support of the Eastern Cottontail Solar project. I believe this project is important for our county, our region, and the State of Ohio.

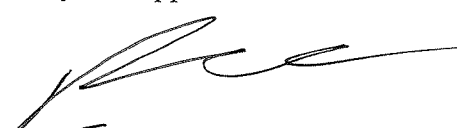
Eastern Cottontail Solar would bring benefits to local schools, county, township, and other critical county services. In this way, Eastern Cottontail would not only support my job, but it would support my community. The project creates opportunities for local businesses in Fairfield County and positively impact our way of life.

Ohio has always been on the forefront of energy innovation, and to maintain this we must continue to encourage energy development in our state. We import 25 percent of the energy we use, and every day we are losing more Ohio-based energy. There is a real need for new energy sources.

A project like Eastern Cottontail would bring significant local jobs to our region. The construction, and long-term operation and maintenance jobs are essential to the health of our economy and livelihood of our families.

I look forward to having a world class clean energy project in our community and hope I can count on you for your support.

Thank you,



Ralston Foster  
908 King St  
Lancaster, OH

11/14/2023

4/3/30

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

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I am pleased to see a company commit to using local workers and pay good wages. I hope I can count on your support to make sure this happens.


Thank you for your consideration.

*Frank Uhl II*  
*4595 Christmas Rock Rd*  
*Lanc, Ohio 43130*



*We wish to thank you  
for your support  
during this year's  
Fairfield County Fair*

*Greg Schuchert*



# HELLO

Dear commissioners thank you so much for financial  
support of the fair all of the 4-H'ers thank  
you for all you do. hope you can help  
us when we need it again.

Thank you so much,  
Kendall wild

NOTICE TO LEGISLATIVE  
AUTHORITY

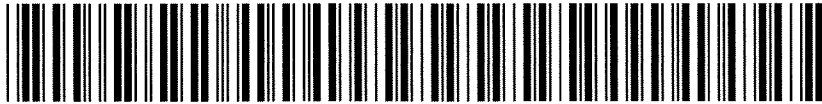
OHIO DIVISION OF LIQUOR CONTROL  
6606 TUSSING ROAD, P.O. BOX 4005  
REYNOLDSBURG, OHIO 43068-9005  
(614)644-2360 FAX(614)644-3166

TO

5003618		TRFO		LANCASTER GOLF CLUB LLC POOL GOLF COURSE CLBHS BSMT BALCONY 3100 COUNTRY CLUB RD SW & PATIO HOCKING TWP LANCASTER OH 43130
PERMIT NUMBER		TYPE		
02	01	2023		
ISSUE DATE				
11	03	2023		
FILING DATE				
D5		D6		
PERMIT CLASSES				
23	920	B	F30322	
TAX DISTRICT		RECEIPT NO.		

FROM 11/08/2023

5003240				HOOD VENTURES LLC POOL GOLF COURSE CLBHS BSMT BALCONY 3100 COUNTRY CLUB RD SW & PATIO HOCKING TWP LANCASTER OH 43130
PERMIT NUMBER		TYPE		
02	01	2023		
ISSUE DATE				
11	03	2023		
FILING DATE				
D5		D6		
PERMIT CLASSES				
23	920			
TAX DISTRICT		RECEIPT NO.		



MAILED 11/08/2023

RESPONSES MUST BE POSTMARKED NO LATER THAN. 12/11/2023

**IMPORTANT NOTICE**

PLEASE COMPLETE AND RETURN THIS FORM TO THE DIVISION OF LIQUOR CONTROL  
WHETHER OR NOT THERE IS A REQUEST FOR A HEARING.

REFER TO THIS NUMBER IN ALL INQUIRIES

**B TRFO 5003618**

(TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

WE REQUEST A HEARING ON THE ADVISABILITY OF ISSUING THE PERMIT AND REQUEST THAT  
THE HEARING BE HELD ☐ IN OUR COUNTY SEAT. ☐ IN COLUMBUS.

WE DO NOT REQUEST A HEARING. ☐

DID YOU MARK A BOX? IF NOT, THIS WILL BE CONSIDERED A LATE RESPONSE.

PLEASE SIGN BELOW AND MARK THE APPROPRIATE BOX INDICATING YOUR TITLE:

(Signature)

(Title)- ☐ Clerk of County Commissioner

(Date)

☐ Clerk of City Council

☐ Township Fiscal Officer

CLERK OF FAIRFIELD COUNTY COMMISSIONERS  
210 E MAIN ST #301  
LANCASTER OHIO 43130

# Fairfield County Public Engagement

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**THE OHIO STATE UNIVERSITY**  
EXTENSION



# Ag & Natural Resources

Carrie Brown, Extension Educator

Stan Smith, Program Assistant

Connie Smith, Program Assistant & Master Gardener Coordinator





CFAES

COLLEGE of FOOD, AGRICULTURAL,  
and ENVIRONMENTAL SCIENCES

August 7-11, 2023

## Fairfield County Ohio Local Foods Week Celebration

Join us for food, fun, and education as  
we pay tribute to local agriculture



CFAES



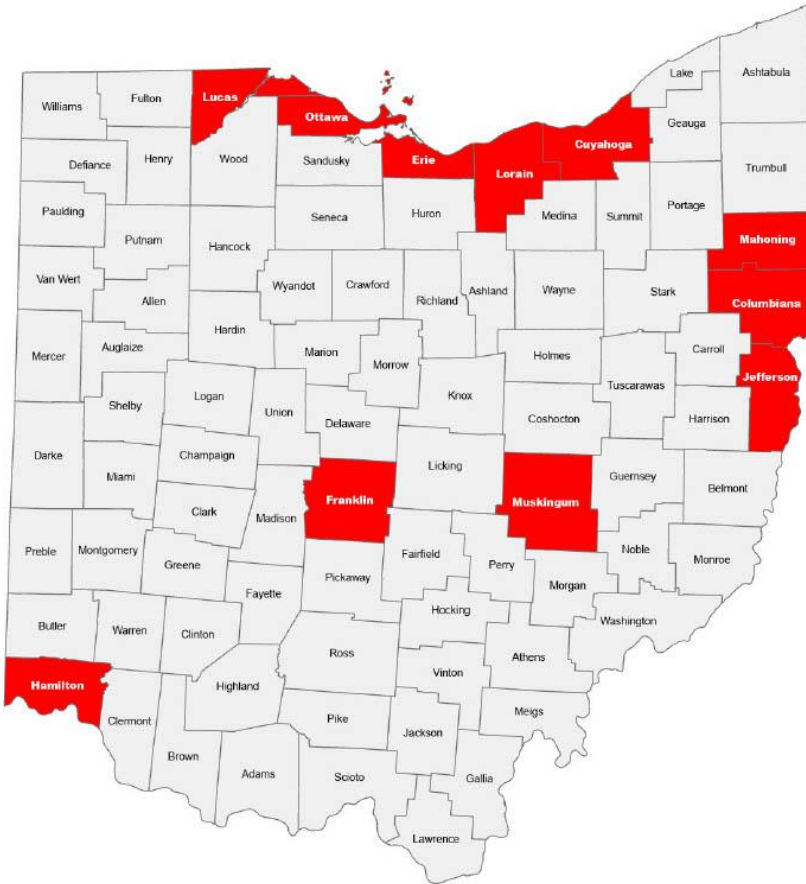




# Green Machine Gardens Learning Never Ends



# Ohio Quarantine Spotted Lanternfly (*Lycorma delicatula*)



■ Quarantined Counties  
□ Ohio Counties

Updated October 2023

For more information, see OAC Chapter 901:5-56-01

## Spotted Lant





# Spotted Lanternfly Outreach



# Family and Consumer Sciences & SNAP Ed

Shannon Carter, Extension Educator

Kacie Funk, Program Assistant

Diane Sommers, Program Assistant



# Healthy Cooking & Cooking Matters





# Real Money, Real World

Rushville Middle School





# Farmers' Market & JFS Family Night





# 4-H Youth Development

Leslie Cooksey, Extension Educator

Aubry Fowler, Extension Educator

Haley Black, Program Assistant

**624 Skillathons completed with the assistance of 140 adult volunteers.**

- **Animal breeds**
- **Animal parts,**
- **Feed identification**
- **Project Book Review**
- **Interview with an Adult**

**11 Dog Exhibitors**  
**53 Beef Exhibitors**  
**6 Dairy Cattle Exhibitors**  
**18 Dairy Beef Exhibitors**  
**6 Dairy Goat Exhibitors**  
**40 Horse Exhibitors**  
**12 Alpaca Exhibitors**  
**38 Meat/Market Goat Exhibitors**

**136 Poultry Exhibitors**  
**28 Pygmy Goat Exhibitors**  
**145 Rabbit Exhibitors**  
**43 Sheep Exhibitors**  
**88 Swine Exhibitors**

# Skillathons





# Junior Fair Board

27 teens from 4-H and FFA







# Fairfield Co. Junior Fair

**1173 Exhibitors with 3934 Total Pre-Fair Entries**

*Total **actual entries** by department (not an exhibitor or animal count):*

- 67 Dairy Cattle
- 199 Beef Cattle
- 340 Swine
- 191 Sheep
- 290 Horses
- 21 Dairy Goats
- 210 Meat/Market Goats
- 92 Pygmy Goats
- 60 Alpacas
- 505 Poultry
- 613 Rabbits
- 48 Companion Animals
- 41 Dogs
- 11 4-H Crops
- 51 Cakes/Pies/Candies/Pastries
- 490 FFA Shop & Misc.
- 445 4-H Summer Projects



# Fairfield Co. Junior Fair Livestock Sale

CFAES

664 animals sold

\$1,049,572 Total Sale

\$13,400 Buyers Club

Thank you for your support  
of Fairfield County  
4-H and FFA youth!



FAIRFIELD COUNTY JR. FAIR 2023

# Fairfield County Public Engagement

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Eileen Gundelfinger, Office Associate  
Stacy Hicks, Office Associate



REGULAR MEETING #53 - 2023  
FAIRFIELD COUNTY COMMISSIONERS' OFFICE  
NOVEMBER 14, 2023

AGENDA FOR TUESDAY, NOVEMBER 14, 2023

- 9:00 AM                      Review
- Regular Meeting
- Pledge of Allegiance
- Announcements
- Approval of Minutes for Tuesday, November 7, 2023
- Approval of Roundtable Minutes for Tuesday, November 7, 2023
- Commissioners
- 2023-11.14.a                A resolution entering into an agreement between Fairfield County and the Coshocton-Fairfield-Licking-Perry (CFLP) Solid Waste District for Recycling Services and Educational Services for 2024. [Commissioners]
- 2023-11.14.b                A resolution approving an account to account transfers in a major object expense categories for the Commissioners Office budgets, General Fund# 1001. [Commissioners]
- Fairfield County Auditor- Finance
- 2023-11.14.c                A Resolution to approve the Rescinding of Resolution # 2023-11.07.ee – that requested the repayment of an advance to the General Fund from Fund 2503 Police Revolving - Fairfield County Sheriff's Department [Auditor- Finance]
- 2023-11.14.d                A Resolution to approve the Rescinding of Resolution # 2023 -11.07.ff - That requested to approve an account to account transfer into a major expenditure object category – Fairfield County Sheriff's Department [Auditor- Finance]
- Fairfield County Clerk of Courts- Title Division
- 2023-11.14.e                A resolution entering into an agreement between Fairfield County Clerk of Courts and the Ohio Department of Public Safety, Ohio Bureau of Motor Vehicles for the Administration of Class D Skills Tests by a Third Party [Clerk of Courts- Title]
- Fairfield County Economic & Workforce Development
- 2023-11.14.f                A resolution to approve the recommendation for the RLF loan for Smart Start Commercial Services, LLC to be written off. [Economic & Workforce Development]

Fairfield County Engineer

- 2023-11.14.g A resolution to appropriate from unappropriated in a major expenditure object category County Engineer 2024-Motor Vehicle for contractual services. [Engineer]
- 2023-11.14.h A resolution to appropriate from unappropriated in a major expenditure object category County Engineer 2024-Motor Vehicle for equipment [Engineer]
- 2023-11.14.i A resolution to request for appropriations for additional unanticipated receipts of Memo receipts and memo expenses for fund 2050 for annual inspections in various subdivisions as of 11/03/2023. [Engineer]

Fairfield County Family and Children First Council

- 2023-11.14.j A resolution authorizing the approval of an advance from the General Fund to Safe Communities sub-fund #8195 org. 60819522 Family Adult Children First Council. [Family and Children First Council]
- 2023-11.14.k A resolution authorizing the approval of an advance from the General Fund to Ohio Children's Trust Fund MSY sub-fund #8307 org. 60830700 . Family Adult Children First Council. [Family and Children First Council]
- 2023-11.14.l A resolution authorizing the approval of partial repayment of an advance to the General Fund from Fund# 7521 Family, Adult, and Children First Council [Family and Children First Council]
- 2023-11.14.m A resolution to approve additional appropriations by appropriating from unappropriated into a major expense object category – Fund #7521 – Family Adult Children First [Family and Children First Council]

Fairfield County Job and Family Services

- 2023-11.14.n A resolution to approve additional appropriations by appropriating from unappropriated into a major expense object category – Fund # 2072 – Children Services Fund - Fairfield County JFS [JFS]
- 2023-11.14.o A resolution to assign authority to the Director of the Fairfield County Department of Job and Family Services to serve as the designee of the Board of County Commissioners to approve inter-county adjustment agreements relating to the allocation of funds issued by the Ohio Department of Job and Family Services for specific period of time [JFS]

Fairfield County Juvenile/Probate Court

- 2023-11.14.p A resolution to appropriate from unappropriated in a major expenditure object category for Juvenile Court Fund #2641 IV-E Fund. [Juvenile/Probate Court]

Fairfield County Sheriff

- 2023-11.14.q A resolution approving an account-to-account transfer into a major expenditure object category. [Sheriff]
- 2023-11.14.r A resolution authorizing the approval of repayment of an advance to the General Fund from Fund 2503 Police Revolving. [Sheriff]

Lancaster-Fairfield Community Action Agency

2023-11.14.s A resolution authorizing the release and satisfaction of mortgage on a PY 2016 Rehab Construction, Community Housing Impact and Preservation Program (CHIP) for Lindsay S. Lusher (Married) [Community Action]

Payment of Bills

2023-11.14.t 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 Tuesday, November 21, 2023 at 9:00 a.m.

Adjourn



**Regular Meeting #51 - 2023**  
**Fairfield County Commissioners' Office**  
**November 7, 2023**

**Review Meeting**

The Commissioners met at 9:00 a.m. in the Commissioners' Hearing Room located at 210 E. Main St., Lancaster, OH. Commissioner Davis called the meeting to order with the following Commissioners present: Steve Davis, Dave Levacy, and Jeff Fix. Also present: County Administrator Aundrea Cordle, Deputy County Administrator Jeff Porter, Clerk Rochelle Menningen, Communications & Information Coordinator Bennett Niceswanger, Budget Director Bart Hampson, Sergeant Reed, Chief Nicholas Snider, Lieutenant Matthew Poffenbarger, Chief Tod Chaney, Commander Greg Annis, Judge Terre Vandervoort, Prosecutor Kyle Witt, Cody Tatum, Dr. Brian Varney, Engineer Jeremiah Upp, Recorder Lisa McKenzie, Auditor Carri Brown, Assistant Prosecuting Attorney Austin Lines, Assistant Prosecuting Attorney Steven Darnell, Utilities Director Tony Vogel, Economic and Workforce Development Director Rick Szabrak, EMA and Facilities Director Jon Kochis, IT Director Dan Neeley, JFS Director Corey Clark, ADAMH Executive Director Marcy Fields, Deputy Director of Protective Services Sarah Fortner, Social Services Supervisor Elyssa Wanosik, Sheriff's Deputy Marty Norris, Deputy Director of JFS Heather O'Keefe, Protective Services Assistant Stacey Bergstrom, Social Service Supervisor Leah Miller, FCFC Manager Tiffany Wilson, JFS Budget Director Josh Crawford, Interim RPC Director Holly Mattei, Andrea Spires, Jo Price, and Sherry Pymmer.

Attending virtually: Beth Cotrell, Park Russell, Jeanie Wears, Michael Kaper, Tony Howard, Tony Vogel, Sara Madenwald, Toni Ashton, Deb, Becky, Belinda Nebbergall, Stacy Hicks, Greg Forquer, Tiffany Daniels, Arika Farrer, Abby King, Connie Vargo, Jacqueline Howard, Jennifer Morgan, Britney Lee, Shanda Wyrick, Jacqui Pazaropolous, and Lori Hawk.

**Welcome**

Commissioner Davis opened the meeting by welcoming everyone in attendance and spoke about the schedule for the day.

**Signing Event for Protective Services Community Collaboration**

Deputy Director of Protective Services, Sarah Fortner, spoke about the Memorandum of Understanding (MOU) for the Protective Services collaboration and outlined that the duties of those involved are to refer, prosecute, and investigate child abuse and neglect. She added that the MOU gives a platform to protect the most vulnerable population and that it takes a unified and collaborative approach.

Commissioner Davis spoke about the significance of Child Protective Services and stated that the Commission deeply cares about the issue.

Ms. Fortner introduced many of the individuals involved in the MOU, including Corey Clark, Sgt. Reed, Chief Snyder, Chief Cheney, Judge Vandervoort, Cody Tatum, and Coroner Varney.

Judge Vandervoort spoke about the strain and stress on a person when dealing with these types of cases. She also spoke about Handle with Care and the handle with Care app.

Harcum House Director, Cody Tatum, stated it is critically important for the children that there is accountability for the offenders so that the children can heal.

Commissioner Davis spoke about celebrating the collaboration and about the statistics for the children that are in these situations.

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Commissioner Levacy said that the team tackles some of the most difficult situations possible and stated his appreciation for those working for better outcomes. He also spoke about the Christmas provided for these kids through the efforts of the team.

Commissioner Fix stated he wished we never had to have these conversations and that we never had a child in these situations. He expressed his appreciation for the Protective Services Community Collaboration.

The Protective Services MOU to Address Child Abuse and Neglect was signed by JFS Director, Corey Clark, Protective Services Deputy Director, Sarah Fortner, Sheriff Alex Lape, Chief Deputy Jared Collins, Sgt. Jeffrey Reed, Lancaster Chief of Police, Nicholas Snyder, Lt. Matthew Poffenbarger, Pickerington Chief of Police Tod Cheney, Commander Greg Annis, Juvenile Court Judge Terre Vandervoort, County Prosecutor, Kyle Witt, Fairfield Area Humane Society Director Corey Schoonover, Harcum House Director Cody Tatum, and County Coroner, Dr. Brian Varney.

**Update - STARLight**

Marcy Fields provided a PowerPoint presentation that is provided in the minutes. She introduced Ohio Guidestone staff and spoke about the ADAMH board and its mandate. She added that ADMAH has 14 Network of Care Agencies. Ms. Fields spoke about the STARLight Center, its inception, its purpose, and its staffing. She stated that the facility is for individuals 18 years of age and older.

Commissioner Davis asked if admittance to the STARLight Center was always voluntary.

Ms. Fields stated admittance to the STARLight Center is always voluntary and continued by speaking about the neighborhood before the construction and the property the facility was built on. She spoke about additional plans for the property to enhance the property and the lot given to them by the county. She also spoke about the timeline and added that the center will open in early 2024.

The Commissioner thanked Ms. Fields and spoke about the outcome of the vision and the great aesthetics of the STARLight Center.

**Public Comments**

Sherry Pymer of Walnut Township offered her concerns for solar farms and submitted additional pages of petitions against industrial solar energy.

**Legal Update**

Steven Darnell introduced the newest legal intern in the Prosecutor's Office, Joan Darnell. Intern at the Prosecutor's Office.

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**County Administration Update**

**Week in Review**

*American Rescue Plan Update*

From the \$30,606,902.00 received as the first and second tranche of fiscal recovery funds. \$28.9M has been appropriated, \$17M expended, \$3.7M encumbered or obligated.

Deputy Administrator Porter stated that the county has completed 53% of ARP funded projects and anticipates timely completion of the remaining projects.

*Lancaster-Fairfield Community Action Application for Community Services Block Grant*

Community Action is in the process of finalizing their application for the next two years of their Community Services Block Grant (CSBG). This funding is specific to Community Action Agencies and equivalents and is used for filling local needs by supporting programs that wouldn't otherwise be feasible and to support agency capacity. As part of their application process, they are required to notify local public officials of the application and to make the plan and budget available for review.

The main programs that this grant supports are the food pantry, emergency shelter, linkages with community partners and case management in their Social Services department, and capacity building and administrative support for the agency.

*CCAOSC Electric Aggregation Program*

Deputy Administrator Porter shared an update on the program.

Commissioner Davis stated he had a productive meeting with South Central Power over ways that South Central and the County can improve their partnership.

**Highlights of Resolutions**

*Administrative Approvals*

The review packet contains a list of administrative approvals.

*Resolution Review*

There are 34 resolutions on the agenda for the voting meeting.

Resolutions of note:

- A resolution establishing the Board of Commissioners' meeting dates for 2024.
- A resolution establishing a new fund and budget for the Healthy Aging Grant.
- A resolution authorizing the capitalization and designation of assets for depreciation purposes.
- A resolution authorizing the County Engineer, per ORC 5547.03, to remove obstructions from 6160 Lithopolis-Winchester Rd., Canal Winchester
- Eight resolutions from the County Engineer's Office for the viewings and hearings of roads, culverts, and bridges on November 28<sup>th</sup>.
- A resolution for approval a lease for 227 E. Main St. with the Ohio Department of Administrative Services.

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Engineer Upp stated that an individual applied for permits and did not qualify for the permits for safety reasons. The property owner went forward with making the improvements despite not having approval.

Commissioner Davis asked what the window of time would be to remove the obstructions and that all appropriate measures be taken to avoid a difficult situation.

Administrator Cordle stated the Engineer could remove the obstructions on November 14, 2023, if the property owner had not yet removed the obstructions.

Commissioner Fix was hopeful that the property owner would remove the obstructions without need for intervention.

Engineer Upp stated that it typically does not come to this point, but they are prepared to handle the situation as required.

**Budget Review**

- Budget Director, Bart Hampson, stated that level 4 access will end November 27<sup>th</sup>.

**Calendar Review/Invitations Received**

- County Parks Open House, November 7, 2023, 11:00 a.m., 9270 Pickerington Rd., Pickerington
- Elected Officials and Department Heads Roundtable, November 7, 2023, 1:00 p.m., Fairfield Center, 12933 Stonecreek Dr., Pickerington
- Regional Planning Commission Meeting, November 7, 2023, 5:30 p.m., Fairfield County Records Center, 138 E. Chestnut St., Lancaster
- CCAO Agricultural and Rural Affairs Committee, November 8, 2023, 9:00 a.m., Virtual
- Walnut Township Land Use Plan Meeting, November 8, 2023, 7:00 p.m., Walnut Township Trustees, 11420 Millersport Rd. NE, Millersport
- Village of Thurston Land Use Plan Meeting, November 9, 2023, 5:00 p.m., Thurston Village Office, 2215 Main St., Thurston
- Hocking Township Land Use Plan Meeting, November 9, 2023, 6:30 p.m., Hocking Township Fire Department, 1175 Cincinnati Zanesville Rd. SW, Lancaster
- City of Lancaster Board of Zoning Appeals Meeting, November 13, 2023, 2:00 p.m., Lancaster City Hall, 1897 Room, 104 E. Main St., Lancaster, BZA Case No. 684, Special Exception and Variance, 1663 E. Main St., Parcel Number 0534005700
- Big Brothers Big Sisters, The Big Book Nook, Ribbon Cutting and Open House, November 16, 2023, 4:00 p.m., 604 W. Fifth Ave., Lancaster
- Stuff-a-Trolley 2023, Food Pantry Food Drive, November 16-December 6, 2023
- Fairfield County 2023 Economic Update, December 7, 2023, Breakfast Starting at 8:30 a.m., Fairfield County Workforce Center, 4465 Coonpath Rd., Lancaster



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**Correspondence**

*Items Requiring Response*

*Informational Items*

- Petition for a Type II Expedited Annexation, 8.9+/- Acres in Greenfield Township to the City of Lancaster
- Lancaster-Fairfield Community Action Agency Notice of Submission of Application to the Office of Community Assistance for the 2024-2025 Community Services Block Grant
- Lancaster-Fairfield Community Action Agency Letter, November 2, 2023, Regarding CHIP Mortgage Loan Payoff
- Lancaster Eagle-Gazette, by Jeff Barron, November 2, 2023, "County Budget Director Bart Hampson Says Third Quarter Revenues are Strong"
- Lancaster Eagle-Gazette, by Jeff Barron, November 3, 2023, "County Commissioner Jeff Fix is Spreading the Word About the Proposed Land Use Plan"
- CCAOSC Electric Aggregation Program 2023 Update; Fairfield County Estimated Electric Savings and Estimated 2024 Electric Budget
- Letters from County Residents Regarding Industrial Solar Projects
- Memo from Dr. Carri Brown, County Auditor, November 1, 2023, Subjects: Real Estate Abstracts Filed with the Department of Taxation; Revenue for the General Fund; Capital Asset Policy; and Enterprise Resource Planning
- From the Office of the County Auditor, the "Wins of the Week"
- Auditor's Ledger: News from the County Auditor's Office, November 2023
- The ADAMH Star, Volume 3, Issue 5, An e-newsletter of the Fairfield County ADAMH Board
- Newsletter from the Decorative Arts Center of Ohio, Reese-Peters House

**Old Business**

Commissioner Fix stated he continues to meet with townships and villages regarding the Land Use Plan. He was encouraged by the Berne Township meeting the previous night.

Administrator Cordle commended Jennifer Morgan, President of RPC, for stepping into her role and assisting in the process.

**New Business**

Commissioner Fix stated that today is election day and thanked all the people who are brave enough to put their names on the ballot.

Engineer Upp stated his office is very busy at this time.

Recorder McKenzie stated the foot traffic has increased at the Records Office.

Auditor Brown stated she would be conducting a presentation later in the day. She added that the state had also approved the Real Estate summit for 2024 and finished by showing the City of Lancaster on the front cover of *Ohio Magazine Best Hometowns*.

**Regular Meeting #51 - 2023  
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November 7, 2023**

**Regular (Voting) Meeting**

The Commissioners continued to their Regular Voting Meeting in the Commissioners' Hearing Room located at 210 E. Main St., Lancaster, OH. Commissioner Davis called the meeting to order with the following Commissioners present: Steve Davis, Dave Levacy, and Jeff Fix. Also present: County Administrator Aundrea Cordle, Deputy County Administrator Jeff Porter, Clerk Rochelle Menningen, Communications & Information Coordinator Bennett Niceswanger, Budget Director Bart Hampson, Engineer Jeremiah Upp, Recorder Lisa McKenzie, Auditor Carri Brown, Assistant Prosecuting Attorney Austin Lines, Assistant Prosecuting Attorney Steven Darnell, Utilities Director Tony Vogel, Economic and Workforce Development Director Rick Szabrak, EMA and Facilities Director Jon Kochis, IT Director Dan Neeley, JFS Director Corey Clark, ADAMH Executive Director Marcy Fields, Sheriff's Deputy Marty Norris, Deputy Director of JFS Heather O'Keefe, FCFC Manager Tiffany Wilson, JFS Budget Director Josh Crawford, Interim RPC Director Holly Mattei, Andrea Spires, Jo Price, and Sherry Pymer.

Attending virtually: Beth Cotrell, Park Russell, Tony Vogel, Sara Madenwald, Toni Ashton, Belinda Nebbergall, Stacy Hicks, Greg Forquer, Tiffany Daniels, Arika Farrer, Connie Vargo, Jacqueline Howard, Jennifer Morgan, Britney Lee, Jacqui Pazaropolous, and Lori Hawk.

**Pledge of Allegiance**

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

**Announcements**

Fairfield County offices will be closed Friday, November 10, 2023, in observance of Veterans' Day and there will be an addition of a resolution and two resolutions will be amended from the floor.

**Approval of Minutes for October 31, 2023**

On the motion of Jeff Fix and the second of Dave Levacy, the Board of Commissioners voted to approve the Minutes for the Tuesday, October 31, 2023, meeting.

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

**Approval of Budget Hearing Minutes for October 31, 2023**

On the motion of Jeff Fix and the second of Dave Levacy, the Board of Commissioners voted to approve the Budget Hearing Minutes for the Tuesday, October 31, 2023, meeting.

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

**Approval of Resolutions from the Board of Commissioners**

Clerk Menningen announced that resolution 2023-11.07.a had been amended to remove the November 19, 2024, meeting date.

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

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- 2023-11.07.a      A Resolution Authorizing the Approval and Establishment of the Fairfield County Board of Commissioners' 2024 Review Session and Regular Meeting Dates, and Special Meeting Dates.

Roll call vote of the motion resulted as follows:

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

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

- 2023-11.07.b      A resolution to authorize the establishment of a new fund and 2023 Budget for the Healthy Aging Grant.
- 2023-11.07.c      A resolution authorizing the approval to extend the repayment date of 3 advance of funds – 1. Fund #3011 FAA grant sub fund #8272 2. Fund#3011 FAA FY2022 sub fund #8303 3. Fund #3034 Airport ODOT FY2022 sub fund #8302 - Commissioners' Office
- 2023-11.07.d      A resolution authorizing the approval of repayment of an advance to the General Fund – Fund #3011, sub fund 8303 for the FY2022 FAA Grant Fund.

Roll call vote of the motion resulted as follows:

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

**Approval of a Resolution from the Fairfield County Auditor - Finance**

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

- 2023-11.07.e      A resolution to approve the capitalization threshold and designation of useful lives for depreciation as of January 1, 2023, and going forward.

Roll call vote of the motion resulted as follows:

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

**Approval of Resolutions from the Fairfield County Clerk of Courts – Title Division**

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

- 2023-11.07.f      A resolution approving an account to account transfer in a major object expense category – Clerk of Courts Title Division
- 2023-11.07.g      A resolution approving an account to account transfer in a major object expense category – Clerk of Courts Title Division

Roll call vote of the motion resulted as follows:

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

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

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



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2023-11.07.h      A resolution to appropriate from unappropriated in a major expenditure object category Fairfield County Common Pleas ATP Court Grant sub fund 8335

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

**Approval of Resolutions from Fairfield County Emergency Management Agency**

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

2023-11.07.i      A resolution to request for appropriations for receipts for EMA Hazardous Materials Emergency Preparedness Grant Program 2091(8281)

2023-11.07.j      A resolution to appropriate from unappropriated in a major expenditure object category for EMA 2707 (8300), Emergency Management Performance Grant

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

**Approval of Resolutions from the Fairfield County Engineer**

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

2023-11.07.k      Resolution authorizing the Fairfield County Engineer the authority to remove obstructions or interference from 6160 Lithopolis-Winchester Road, Canal Winchester, Ohio 43110.

2023-11.07.l      A Resolution to set a Commissioners' viewing date of November 28, 2023 at 4:25 p.m. and a final hearing date of November 28, 2023 at 7:15 p.m. to determine the necessity for establishing, altering, and widening of Refugee Road, Violet Township, Fairfield County, Ohio.

2023-11.07.m      A Resolution to set a Commissioners' viewing date of November 28, 2023 at 2:50 p.m. and a final hearing date of November 28, 2023 at 7:15 p.m. to determine the necessity for establishing, altering, and widening of Fosnaugh School Road, Clearcreek Township, Fairfield County, Ohio.

2023-11.07.n      A Resolution to set a Commissioners' viewing date of November 28, 2023 at 3:55 p.m. and a final hearing date of November 28, 2023 at 7:15 p.m. to determine the necessity for establishing, altering, and widening of Basil-Western Road, Violet Township, Fairfield County, Ohio.

2023-11.07.o      A Resolution to set a Commissioners' viewing date of November 28, 2023 at 3:30 p.m. and a final hearing date of November 28, 2023 at 7:15 p.m. to determine the necessity for establishing, altering, and widening of Basil-Western Road, Liberty Township, Fairfield County, Ohio.

2023-11.07.p      A Resolution to set a Commissioners' viewing date of November 28, 2023 at 2:00 p.m. and a final hearing date of November 28, 2023 at 7:15 p.m. to

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determine the necessity for establishing, altering, and widening of Schwillk Road, Berne Township, Fairfield County, Ohio.

- 2023-11.07.q      A Resolution to set a Commissioners' viewing date of November 28, 2023 at 1:15 p.m. and a final hearing date of November 28, 2023 at 7:15 p.m. to determine the necessity for establishing, altering, and widening of Mt. Zwingli Road, Rushcreek Township, Fairfield County, Ohio.
- 2023-11.07.r      A Resolution to set a Commissioners' viewing date of November 28, 2023 at 1:40 p.m. and a final hearing date of November 28, 2023 at 7:15 p.m. to determine the necessity for establishing, altering, and widening of Bauman Hill Road, Berne Township, Fairfield County, Ohio.
- 2023-11.07.s      A Resolution to set a Commissioners' viewing date of November 28, 2023 at 1:00 p.m. and a final hearing date of November 28, 2023 at 7:15 p.m. to determine the necessity for establishing, altering, and widening of Mt. Zwingli Road, Rushcreek Township, Fairfield County, Ohio.
- 2023-11.07.t      A resolution to appropriate from unappropriated in a major expenditure object category County Engineer 2024-Motor Vehicle for materials and supplies
- 2023-11.07.u      A resolution to appropriate from unappropriated in a major expenditure object category County Engineer 2024-Motor Vehicle for materials & supplies
- 2023-11.07.v      A resolution to appropriate from unappropriated in a major expenditure object category County Engineer 2024-Motor Vehicle for materials and supplies

Roll call vote of the motion resulted as follows:

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

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

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

- 2023-11.07.w      A Resolution Authorizing the Approval of a Lease and Memorandum of Lease with the Ohio Department of Administrative Services for space at 227 E. Main Street

Commissioner Davis stated that he is related to an employee of the Ohio Department of Administrative Services (DAS) and asked legal counsel if there was a conflict of interest if he were to vote on the resolution. Assistant Prosecutor Darnell asked questions related to the position of the relative and stated that there was no conflict of interest as the relative's employment was separate from that of DAS's real estate and lease division and the relative had no role in the development of the lease.

Roll call vote of the motion resulted as follows:

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

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**Approval of a Resolution from Fairfield County Family and Children First Council**

Clerk Menningen stated the resolution contains a wrong amount and would need amended to the correct the amount to \$59,967.00.

On the motion of Jeff Fix and the second of Dave Levacy, the Board of Commissioners voted to approve the following resolution as amended from Fairfield County Family and Children First Council:

2023-11.07.x      A resolution authorizing the approval of partial repayment of an advance to the General Fund from Fund# 7521 Family, Children First Council

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

**Approval of Resolutions from Fairfield County Job and Family Services**

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

2023-11.07.y      A Resolution of an Agreement between the Public Children Services Association of Ohio and Fairfield County Job & Family Services, Fairfield County Protective Services Division

2023-11.07.z      A resolution to approve a memo exp./ memo receipt for the costs of Birth Certificates paid to Fairfield County Health Departments as a memo expenditure for fund# 2072 Public Children's Services

2023-11.07.aa      A resolution to approve a memo receipt and expenditure for Fairfield County Job & Family Services, Fund 2015 reimbursing Fund 2018

2023-11.07.bb      A resolution to approve a reimbursement for share of costs for Liability Insurance paid to CORSA as a memo expenditure for fund# 2072 Fairfield County Job and Family Services - PCSA

2023-11.07.cc      A resolution to approve a memo receipt and expenditure for Fairfield County Job & Family Services, Fund 2072 reimbursing Fund 2018

2023-11.07.dd      A resolution to approve a memo receipt and expenditure for Fairfield County Job & Family Services, Fund 2758 reimbursing Fund 2018

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

**Approval of Resolutions from the Fairfield County Sheriff**

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

2023-11.07.ee      A resolution authorizing the approval of repayment of an advance to the General Fund from Fund 2503 Police Revolving.

2023-11.07.ff      A resolution approving an account-to-account transfer into a major expenditure object category.



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2023-11.07.gg      A resolution authorizing the approval to extend the repayment date of an advance of funds – Fund #2593 Concealed Handgun.

Roll call vote of the motion resulted as follows:

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

**Approval of the Payment of Bills**

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

2023-11.07.hh      A resolution authorizing the approval of payment of invoices for departments that need Board of Commissioners' approval.

Roll call vote of the motion resulted as follows:

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

**Approval of a Resolution from the Board of Commissioners**

Clerk Menningen added resolution 2023-11.07.ii.

Administrator Cordle stated that the health insurance costs came in far over the expected amount and a transfer of funds was necessary.

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

2023-11.07.ii      A resolution to appropriate from unappropriated funds in a major expense object category for the Self-Funded Insurance Fund# 5376.

Roll call vote of the motion resulted as follows:

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

**Adjournment**

With no further business, on the motion of Jeff Fix and the second of Dave Levacy, the Board of Commissioners voted to adjourn at 10:18 a.m.

Roll call vote of the motion resulted as follows:

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

The next Regular Meeting is scheduled for 9:00 a.m. on Tuesday, November 14, 2023.



**Roundtable Meeting #52 - 2023**  
**Fairfield County Commissioners' Office**  
**November 7, 2023**

**Review Meeting**

The Commissioners met at 1:00 p.m. at the Fairfield Center located at 12933 Stonecreek Dr., Pickerington, OH. Commissioner Davis called the meeting to order with the following Commissioners present: Steve Davis, Dave Levacy, and Jeff Fix. Also present: County Administrator Aundrea Cordle, Deputy County Administrator Jeff Porter, Clerk Rochelle Menningen, Communications & Information Coordinator Bennett Niceswanger, Budget Director Bart Hampson, Clerk of Courts Branden Meyer, JFS Director Corey Clark, Financial Systems Director Bev Hoskinson, Chief Deputy Treasurer Michael Kaper, Recorder Lisa McKenzie, Economic and Workforce Development Director Rick Szabrak, JFS Deputy Director Heather O'Keefe, Coroner's Administrator LuAnn Davidson, Communications Officer Rachel Elsea, Parks Deputy Director Chad Lucht, OSU Extension Area Leader Shannon Carter, Engineer Jeremiah Upp, Health Commissioner Joe Ebel, HR Deputy Director Abby Watson, Soil and Water Director Nikki Drake, Facilities and EMA Director Jon Kochis, ADAMH Director Marcy Fields, Utilities Director Tony Vogel, Interim RPC Director Holly Mattei, Assistant Prosecuting Attorney Austin Lines, Assistant Prosecuting Attorney Amy Brown-Thompson, Deputy Director of Communications and HR CJ Roberts, Juvenile and Probate Court Judge Terre Vandervoort, Prosecutor Kyle Witt, and Sheriff Alex Lape.

**Welcome**

Commissioner Davis opened the meeting by welcoming everyone in attendance.

Administrator Cordle spoke on the meeting dates for 2024, including the roundtables, evening meetings, State of the County, and other meetings.

**Departmental Updates**

Director Szabrak provided a presentation on grant writing assistance. Hicks partners provides assistance to county agencies to apply for grants. To date, they have helped the county acquire over \$1.8 Million.

Director Szabrak moved on to speak about the Land Use Plan meeting the county is conducting with villages and townships. There originally was lots of push back and skepticism.

Commissioner Fix stated that they are making progress to change people's minds regarding the Land Use Plan.

Deputy County Administrator, Jeff Porter, provided an update on human resources related items. The health insurance claims are at an all-time high this year. He encouraged everyone to see the doctor regularly in order to avoid large medical claims due to conditions that went untreated. There were additional updates to the employee wellness center.

Health Commissioner Ebel asked if there has ever been consideration towards offering an incentive to offer employees to take their spouses insurance.

Commissioner Davis stated the county has looked into those issues in the past.

Director Neely provided an update on the changes related to IT. The unified communications plan is nearing completion but there have been some delays from the original provider. He encouraged everyone to complete their cybersecurity training.

Commissioner Davis found the training to be refreshed from previous years.

**Roundtable Meeting #52 - 2023**  
**Fairfield County Commissioners' Office**  
**November 7, 2023**

Judge Vandervoort stated they have agreements with several schools in the county to provide accommodations to students with behavioral issues. They will be meeting with Economic and Workforce Development to discuss options available to students who cannot complete high school.

Clerk of Courts Meyer spoke about his appreciation for the Budget Hearing process. He thanked the HR team for their assistance with several staff retirements, and Mr. Kochis and his team for their assistance with his office. He added that the number of titles being processed is slowly increasing.

Nikki Drake referred to the update provided and highlighted many of the events in the update, including Soil and Water's 80 year anniversary.

Area Leader Carter stated one of the Fairfield County 4H students was featured on the news. They also had a great Junior Fair which is a great way to end the year.

Chief Deputy Treasurer Kaper stated that over 98% of the second half of 2023 taxes were collected and spoke about working with Hicks Partners on grant projects.

Deputy Director Springer stated that ODNR has some projects in Fairfield County through the H2Ohio program. County Parks has received grant funding in the past from this program. Their partners with the US Fish and Wildlife Service have acquired some funding to be used on projects in Fairfield County as well and will not cost the county any money. They continue to see additional visitors to the county parks which was triggered by the pandemic and continues today.

Commissioner Davis expressed thanks to the Parks District for leasing the former Parks Office back to the county to be used as the new location of the Visitation Center.

Sheriff Lape stated that in 2019 the Sheriff's Office had one corrections officer and that they started hiring and now have 43, which makes up a third of his staff. He added that the Sheriff's Office has been able to maintain efficient staff and is continuing to refine jail policies and procedures and work on accreditation and staying 100% state compliant. He also spoke about a collaboration with Judge Vandervoort for an assessment team and added that they have school resource officers in every school except Walnut.

Prosecutor Witt is hiring a new juvenile attorney who recently passed the bar. His office will begin working with BOE to resolve any ballot issues. Lastly, the Prosecutor's Office has some significant trials coming up in the next coming weeks.

Commissioner Davis thanked Prosecutor Witt for his contribution to public safety.

Lisa McKenzie stated that real estate transactions have slowed down but her office is still processing the images so people will be able to access from their laptops or phones.

**State Capital Budget and Community Fund Information**

Gerard Basalla with Columbus Partnership provided an update on the State Capital Budget and Community Fund. Advocacy is a large part of the budget in order to get funds from the community pot of money. He encouraged the county to meet with the legislators to update them on the community needs.

Administrator Cordle asked if non-profits could be the recipients of funds from the capital budget.



**Roundtable Meeting #52 - 2023**  
**Fairfield County Commissioners' Office**  
**November 7, 2023**

Mr. Basalla stated that non-profits are eligible for funding.

Mr. Basalla added that the central Ohio region is an eleven county region and each county needs to succeed for the region to succeed.

**Department Updates Continued**

Bev Hoskinson stated the real estate abstract was submitted and accepted in one day by the Ohio Department of Taxation. The Auditor's Office will also leverage Tyler reporting services to replace Crystal Reports and will be posted to departments sometime mid-winter.

Rachel Elsea stated the Auditor's will be doing the virtual dog show again this year. On February 7<sup>th</sup> they will hold a leadership summit for Ohio County Auditors.

Jeremiah Upp stated that there are a lot of things going on in the county and that his office is getting a lot of questions. He spoke about the funding for Basil-Western Road at King's Crossing, the Engineer's annual budget, and the Transportation Improvement District (TID). ODOT is still working on the design for the 33 Pick Rd interchange and the TID has talked to District 6 about Taylor Rd.

Interim Director Mattei stated RPC has been through several staffing changes in the last year. The two new employees serve in the planner roles. They have been talking with developers and agencies to meet deadlines and move projects along. They have also been working on drainage issues and rezoning.

Commissioner Fix thanked Holly and her staff for the positive change that has occurred in Regional Planning this year.

Health Commissioner Ebel stated that the Health Department has the flu, new COVID, and RSV vaccinations. He spoke about getting out to other areas and building relationships and added that the November Board of Health meeting is on Tussing Road in Pickerington.

Deputy Director O'Keefe provided updates on Family and Children First Council. She invited everyone to the Council annual meeting to discuss some exciting topics as they relate to Family and Children First Council.

Director Kochis stated that 455 employees have not updated their personal information in ESS, which allows the county to send out emergency information.

Director Vogel stated the road shows have demonstrated the need for water and sewer planning in some of the villages. His main focus is to plan for the future to get the townships and villages up to speed with their systems.

Commissioner Davis believed Utilities prepared well for any possible outcome.

Coroner's Administrator Davidson spoke about investigators using iPads for case documentation, allowing them to send information directly to law enforcement. She also spoke about a ride-along for investigators, many who are medical students, and about the ability to use maps from the Auditor's Office for funeral directors and investigators.

Bart Hampson thanked everyone for their assistance during the budget hearing process. He encouraged everyone to check their end of year appropriations to make sure they have enough money to get through the end of the year.



**A resolution entering into an agreement between Fairfield County and the Coshocton-Fairfield-Licking-Perry (CFLP) Solid Waste District for Recycling Services and Education Program Services for 2024.**

**WHEREAS**, HB 592 was passed in 1988, requiring the state to be divided into solid waste districts and that the districts became responsible for managing and reducing their solid waste, and

**WHEREAS**, the CFLP Solid Waste District was formed in accordance with HB 592 in March 1989 as a joint four-county solid waste management district, and

**WHEREAS**, the CFLP Solid Waste District Policy Committee ratified district fees in September 1989 to implement its solid waste management plan, that includes recycling drop-off that meets or exceeds minimum criteria for receiving access credit, institutional recycling, education and outreach services to increase recycling, litter collection on public land, and

**WHEREAS**, the CFLP Solid Waste District has included funding for those provisions in its approved solid waste management plan and its 2024 budget, and

**WHEREAS**, Fairfield County has requested financial assistance from the CFLP Solid Waste District to provide such services.

---

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

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**Section 1.** That the Board of County Commissioners approve the agreement (exhibit A) between the County and CFLP Solid Waste District for 2024 Recycling Services and Education Program Services for Fairfield County.

**Section 2.** That the Board President sign the 2024 Recycling Services and Education Program Services agreement between Fairfield County and CFLP Solid Waste District.

Prepared by: Bennett Niceswanger



November 2, 2023

Commissioner Steve Davis  
Fairfield County Commissioners  
Fairfield County Courthouse  
210 E. Main St.  
Lancaster, OH 43130

Dear Steve,

This letter is to notify you that the Board of Directors voted to award your 2024 contract in the amount of \$1,046,134.50 to support countywide residential drop-off and institutional recycling, education-outreach, and litter collection.

Please read this contract agreement very carefully before signing it, as it contains your obligations under this contract.

**Please sign both copies of the contract agreement, date your signature, have your signature witnessed and return both copies to the District Office. DO NOT FILL IN THE EFFECTIVE DATE ON THE FIRST PAGE.** Once it is signed by our Board Chair, the effective date will be filled in and we will return one copy to you for your records. Barring any unforeseen delays, the contract will begin January 1, 2024. Only at that time may you begin to expend contract funds. You may not obligate contract funds prior to the effective date, nor reimburse for prior expenditures.

You have listed Jennifer Kolometz as the contact person for this contract. Unless you indicate otherwise, all correspondence and report forms will be sent directly to her. **You** will still be responsible for this contract and **must sign all budget revisions (unless you delegate – in writing – the authority to sign revisions to someone else).**

Please do not hesitate to call our office at 740-349-6308 if you have any questions. Congratulations on the award. We look forward to working with you in the coming year.

Sincerely,

Kim Masters  
Director

enclosures



**CFLP SOLID WASTE DISTRICT  
RECYCLING AND EDUCATION PROGRAM  
2024 CONTRACT FOR SERVICES**

This contract made the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, effective the same date, is executed in two copies, each copy to constitute an original, by and between the Board of Directors of the Coshocton-Fairfield-Licking-Perry (CFLP) Solid Waste District (“District”), with offices at 675 Price Rd., Newark, Ohio, 43055, and the Fairfield County Commissioners (“Contractor”) with offices at 210 E. Main Street, Lancaster, Ohio, 43130.

WITNESSETH:

WHEREAS, HB 592 was passed in 1988, requiring the state to be divided into solid waste districts and that the districts became responsible for managing and reducing their solid waste, and

WHEREAS, the CFLP Solid Waste District was formed in accordance with HB 592 in March 1989 as a joint four-county solid waste management district, and

WHEREAS, the CFLP Solid Waste District Policy Committee ratified district fees in September 1989 to implement its solid waste management plan, that includes recycling drop-off that meets or exceeds minimum criteria for receiving access credit, institutional recycling, education and outreach services to increase recycling, litter collection on public land, and

WHEREAS, the CFLP Solid Waste District has included funding for those provisions in its approved solid waste management plan and its 2024 budget, and

WHEREAS, Fairfield County has requested financial assistance from the CFLP Solid Waste District to provide such services,

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein, and other good and valuable consideration, the receipt and adequacy of which is acknowledged herein, the parties hereby agree as follows:

**1. Agreement**

The CFLP Solid Waste District agrees to enter into contract with the Fairfield County Commissioners for the amount not-to-exceed \$1,046,134.50 as specified in Attachment A, for operational costs necessary to implement the proposed program:

- a) maintain the portion of county-wide residential recycling collection and processing services necessary to maintain 80% access that are not provided by private contractors,

County-wide residential recycling collection services is defined as access by no less than 80% of county residents, using formulas provided by the Ohio EPA in Attachment B. Processing service is defined as sorting, storing, and shipping all materials collected from the recycling program to a market for recycling. Dropoff sites will meet, at all times, the minimum standards set forth in Attachment C.

- b) maintain institutional recycling collection and processing services from January 1, 2024 through December 31, 2024. Institutional recycling is defined as services to public schools and government offices.
- c) Education and outreach to five target audiences to increase participation in recycling and reduction programs as specified in the county outreach plan in Attachment D.

- d) Assist in the cleanup by others, or employ a litter supervisor to use crews in cleanups of public roadways, waterways and areas.

The program shall be conducted as specifically outlined in the Contractor's 2024 Contract Application and Attachments A through D of this agreement, following the rules and guidelines set forth in the 2024 Contract Application Handbook and the 2024 Contract Manager's Manual, which are incorporated into, and are an enforceable part of this agreement for allowable costs during the period January 1, 2024 through December 31, 2024.

The Contractor specifically agrees to complete the activities listed in Attachment D by year end. The Contractor further agrees to match district funds by funding all program costs not specifically listed in Attachment A, to use contract funds only for approved and allowable programs and activities, to provide funds to operate the program until the first advance payment is received and any time during the contract period that expenditures exceed the amount of funds advanced, to submit reports by the required due dates, to create a separate line item or account for contract funds, match and all cash donations received for the contract program, and to establish an accounting procedure that satisfies State of Ohio accounting and audit procedures and guidelines.

## **2. Term**

The term of this agreement shall commence on the first day of January 2024 and terminate upon completion of all the Contractor's obligations under this agreement.

## **3. Payments**

The CFLP Solid Waste District shall pay the Fairfield County Commissioners \$941,521.05 in January 2024. The remainder of the award shall be paid upon receipt of the third quarter report, providing that complete and accurate quarterly reports have been submitted in a timely manner showing that the previous payment has been substantially spent, and an additional advance is necessary, and provided further that the Contractor has complied in all respects with this agreement. Payments authorized under this agreement may be withheld by the District if the Contractor has any outstanding payments due to the District from prior or current contract agreements.

## **4. Deliverables**

The Contractor agrees to file quarterly program status reports to the District by the fifteenth of the month following the close of each calendar quarter. The forms for these reports will be provided by the CFLP Solid Waste District and will include progress summaries, weight and type of materials received at each collection location, and a listing of all expenditures made with district funds.

Contractor agrees to submit legible copies of invoices with quarterly reports to document allowable expenditures. Invoices must be dated, contain the name and address of the vendor and purchaser, a detailed itemization of the purchase, and the total amount due. Copies of all invoices claimed within this contract must be maintained by the contractor for a period not less than one year following the financial review of the contractor's records and shall be available and accessible for inspection by an independent public accounting firm or by the auditor of state during a financial audit or review consistent with sections 9.234 and 9.235 of the Revised Code.

All financial books and records of the contractor and subcontractor that pertain to the contract and subcontracts shall be open to inspection pursuant to Section 9.235 of the Revised Code and shall be held to standards consistent with generally accepted accounting principles.

## **5. Revisions**

If the Contractor wishes to revise any portion of this contract, a program revision form must be submitted to the District and approved in writing by the District Director prior to the revision becoming effective. The District has the



authority to reject any revision if the request is not in compliance with the District's Solid Waste Management Plan and the approved contract program. Program revisions may include, but are not limited to, the number or location of drop-off bins, the materials collected, or the hours of access.

#### **6. Financial Review**

Pursuant to Section 9.234(B) of the Revised Code, the financial review cannot be waived by the District. Pursuant to Section 9.235 of the Revised Code, the financial books and records of the contractor and subcontractors that pertain to the contract and subcontracts shall be open to inspection by the District.

#### **7. Subcontracts**

A Subcontract is defined for the purpose of these contracts to mean the aggregate of services that are purchased by the primary contractor from another party to fulfill all or part of the contractor's obligations under the district contract that exceed \$25,000 or 25% of the total contracted amount.

Should the contractor award a subcontract to a person or entity, the subcontract shall be in writing, awarded in conformance with applicable bid procedures, and conform to ORC Section 9.231 – 9.238 and this contract. Copies of subcontracts must be submitted with quarterly reports to the District to document compliance.

Pursuant to rules promulgated under section 9.237 of the Revised Code, all subcontracts shall contain a clause giving notice of the remedies available to the District if the money under the subcontract is not expended on direct costs as required, and a clause requiring the subcontractor to maintain records documenting direct costs for a period of not less than one year following financial review by an independent public accounting firm or the auditor of state.

#### **8. Disposition of Unspent Funds or Funds Expended on Illegitimate Purposes**

At the end of the contract year, as defined in Section 1 of this agreement, funds not expended during the year in fulfillment of the services and activities listed in Section 1 of this agreement and the approved contract budget must be returned or repaid to the District. Upon receipt of the final quarterly report for the contract year from the Contractor, the District will issue a closeout report that states the amount of funds the Contractor is due and owing the District. Repayment shall be made to the District by March 15, 2024. Repayments not received by the District by the due date are subject to a late fee of 1 ½% per month. The District retains the right to pursue all means afforded by law to recover monies advanced in excess of contract monies earned, including those specified in ORC Section 9.236.

#### **9. Termination**

This agreement may be terminated by the CFLP Solid Waste District upon the occurrence of any of the following: A) failure to implement any of the listed activities in Section 1 of this contract, B) improper use of District contract funds for items other than are listed in Section 1 of this contract, C) failure to provide the deliverables listed in Section 4 of this contract to the District by the due dates, D) notification from the Contractor stating a wish to terminate the contract, and return any and all contract funds awarded, and/or E) the rendering of a decision by a court that this contract agreement or the funds awarded under this agreement exceeds the authority of the CFLP Solid Waste District to award contracts, or is in any other way unlawful, in whole or in part. Termination will occur immediately upon notification of the occurrence of an above listed event. Notification of termination will be sent by certified mail to the Board of County Commissioners. Further expenditures of contract funds beyond the effective date of termination are prohibited.

#### **10. Equipment Disposition**

All equipment purchased with District funds under this contract become the property of the Contractor for as long as it continues to be used for its original intended purpose as described in the approved recycling and education program. Upon termination of use of the piece of equipment for its original intended purpose, the Contractor must notify the

District in writing of the intent to dispose of the equipment. The equipment must be disposed by the following means in the order listed, with prior written approval by the District:

- a) Contractor may use equipment as a trade in for a new piece of equipment that is to be used in the approved education or litter program,
- b) With assistance from the district office, Contractor shall notify all district-contract-eligible entities that equipment is available and specify a timeframe for responding with a written request for the equipment at no cost (to be used for its original purpose under agreement with the district). If more than one entity requests the equipment, the District Board of Directors will choose a recipient.
- c) Contractor may sell the equipment to any interested bidder for its original intended purpose if no eligible applicant is found after 30 days of notice of availability. The District Board of Directors shall establish a fair market value to be obtained in the sale. This disposal option may include putting the item in a county auction.
- d) Contractor may retain ownership of the equipment by reimbursing the District fair market value of each piece of equipment.

In the event that equipment is disposed of without prior written approval of the District, the Contractor, upon written demand of the District, shall repay to the District the funds paid to the Contractor for purchase of the equipment, or such portion of the funds as the District, in its sole discretion, specifies in the written demand. Failure to repay all of the funds as specified in the written demand by the date for repayment set forth in the written demand shall constitute breach of this agreement. The county shall pay to the District its expenses of litigation, including reasonable attorney fees, that the District incurs if suit is brought by the District to secure repayment of the funds as specified in the written demand for repayment. Expenses of litigation payable to the District under the preceding sentence shall not exceed the greater of \$25,000 or the amount awarded to the Contractor for the purchase of the equipment.

#### **11. Equipment or Personal Property Purchased with Grant Funds**

Contractor shall use and maintain the equipment or personal property with all reasonable care and caution so as to maintain as high a resale value as reasonably possible, in conformance with the 2024 Contract Manager's Manual. Contractor shall maintain insurance against loss of or damage to the equipment or personal property by fire, theft, or other hazard, proceeds from which shall be payable to the District. Contractor shall not, without prior permission of the District, cause or allow the movement of the equipment or personal property to a location other than specified in the approved recycling, education or litter collection program. Contractor shall not encumber the equipment or personal property with liens, security interests, or other encumbrances.

#### **12. Extension of Time**

In the event that the Contractor is unable to complete a specific portion of the contract program within the time limits contained in the program or the District's approval of the program, an extension must be requested from and approved by the CFLP Solid Waste District Director. A request for an extension must be submitted in writing to the District no less than three weeks prior to the date for which an extension is requested. The District, in accordance with Section 7 of this agreement, upon denial of the requested extension, may terminate the agreement and demand repayment of all or a part of the contract.

#### **13. Entire Agreement**

This agreement shall constitute the entire agreement between the parties, and any prior understanding or representations of any kind related to the subject matter of this agreement preceding the date of this agreement shall not be binding upon any party, except to the extent incorporated in the agreement.



14. Amendment

This agreement shall not be amended except in writing signed by all parties.

15. Validity of Provisions

Each provision of this agreement shall be valid and enforceable to the fullest extent permitted by law. If any provision or application of a provision shall, to any extent, be judged invalid or unenforceable, the remainder of this agreement and the application of that provision to the other circumstances shall not be affected.

16. Assignment

This agreement may not be assigned by either party without prior written consent of the other party.

17. Governing Law

This agreement shall be governed by the law of Ohio.

IN WITNESS WHEREOF, the parties have executed duplicate copies of this agreement, each of which shall be deemed an original of the date first above mentioned.


**COSHOCTON-FAIRFIELD-LICKING-PERRY  
SOLID WASTE DISTRICT**

**FAIRFIELD COUNTY COMMISSIONERS**

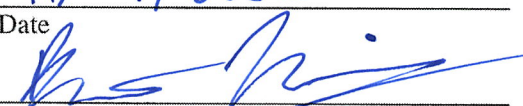
\_\_\_\_\_  
By: Derek Householder, Chair

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness to Signature

  
\_\_\_\_\_  
By: Steve Davis, President

11/14/2023  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Witness to Signature

## ATTACHMENT A

### Fairfield County Recycling and Education

Contract Budget	Amount
Salaries	495,976.45
Fringes	317,998.05
Supplies	26,011.88
Postage	575.00
Equipment Purchase	4,600.00
Equipment Maintenance	34,620.00
Vehicle Purchase	0.00
Vehicle Maintenance	71,005.62
Training	100.00
Membership	1,450.00
Advertising/Print	2,356.00
Awards/Promotion	7,057.50
Signs	2,184.00
Educational Reimbursements	2,750.00
Workshops	0.00
Site Host Stipend	12,500.00
Disposal Fees	66,750.00
Handling/Transportation	0.00
Collection/Processing Services	0.00
Contingencies	200.00
<b>TOTAL BUDGET</b>	<b>1,046,134.50</b>

## **Attachment B Definitions**

### **Full Service Drop-Off**

2,500 persons have access in a rural area, and 5,000 persons have access in an urban area per drop-off. In order to be considered a full-service drop-off, the site must be open to the public at least 40 hours per week, and must handle all materials designated in the District's solid waste management plan to meet the access standard.

Rural area is defined as any municipality or township less than 5,000 in population. Urban area is therefore any municipality or township equal to or greater than 5,000 in population. A full service drop-off located in an urban area would be given access credit of 5,000 persons, while the same drop-off located in a rural area would result in access credit of 2,500 persons.

Multiple locations within a jurisdiction may be counted insofar as they do not exceed number needed to count the entire population of that jurisdiction.

### **Part Time Drop-Off**

For drop-offs that are not available at least 40 hours per week, assume 2,500 persons served per drop-off, if the following conditions are met:

- The four materials designated to demonstrate access are handled, and
- The drop-off is available to the public at a regularly scheduled time, at least once a month.

The county may combine sites which handle less than the designated five materials to get credit for one part-time drop-off. For drop-offs which are exclusively available for (or used by) residents of a specific city, village or township, access credit should be the population of the jurisdiction or the appropriate default value above, whichever value is lower.

### **Non-subscription Curbside**

Defined as being contracted for by a political jurisdiction in which the resident does not pay separately for curbside collection. District can assume all households have access. Total population of the households provided the service can be credited.

### **Subscription Curbside**

Defined as curbside provided at an additional cost and by choice of the resident. The District can count credit for 25% of the population that has the opportunity to subscribe to the program unless it can demonstrate greater access through the actual number of subscriptions, participation or tons of recyclable materials recovered.

### **Attachment C Standards**

The County Recycling Program must meet the following minimum standards to receive and retain district funds.

1. Drop-off bins must remain in the same locations as will be originally configured. Desired changes in locations must be submitted to and approved by the District prior to implementation of moves, to ensure continued compliance with access requirements and the solid waste management plan.
2. Every drop-off site must collect, at the least, corrugated cardboard, newspaper, aluminum cans, steel containers, and plastic containers (#1 and #2). Note: Locations are encouraged to also collect glass, magazines, and residential mixed paper but are not required to do so.
3. Every full-time drop-off site must be easily found and be accessible by the public at least 40 hours per week, with at least 8 of those hours being on weekends or after 6 p.m.
4. Containers at rural sites must be no less than 6 cubic yard capacity and containers at urban sites must be no less than 10 cubic yards capacity.
5. Signage at each drop-off site must be legible and in plain view of site users and assist users in determining what materials are acceptable. If the bin is not visible from the closest public roadway, there must be directional signs from the roadway to assist residents in finding the bin.



# FAIRFIELD COUNTY OUTREACH PLAN 2024

Audience	Commitments in Solid Waste Plan	2024 Strategies to Address each commitment
Residents	Maximize visibility of recycling opportunities and recycling in general	Interactive display at county fair and other public events; assist same with offering recycling opportunities for the public; at least one recycling brochure/flyer to all county realtors for distribution to new homeowners
	Reinforce recycling the right materials to increase recycling participation and decrease contamination	Encourage "report a dumper" to public; focus education on clean recyclables; at least one printed article and a flyer on safer alternatives to HHW; incorporate "buy recycled" message into all communications
	Create outreach for under-represented populations	At least one educational campaign targeting non-mainstream populations to help them participate in recycling, including material to apartment dwellers/managers
Schools/youth	Update school activities and presentations to meet instructional standards	Contests, presentations and educational videos teach to standards
	Link classroom education with actual recycling opportunities	Incorporate actual recycling activity into school programs
	Provide technical assistance in setting up school recycling programs	Distribute "best practices" guide to beginning and maintaining a school recycling program to all schools
Businesses	Maximize communication with commercial businesses and highlight successes	Offer waste evaluations and link businesses with private recyclers; publicize efforts through quarterly newsletters, facebook posts and newspapers
	Provide technical support to start up recycling businesses	Participate in Job Fairs, School Career Days, Trade Shows to distribute resource guide created in 2023 and encourage careers in recycling.
	Provide information to businesses on recycling service providers and opportunities	Training employees of local govt offices to participate in office recycling programs and increase the number of offices participating
	Maintain relationship with business/trade organizations	Recycling containers at chamber events and participate in chamber events to increase communication with local businesses
Political Leaders	Provide technical support and encouragement to community recycling efforts	Communicate with all township and village offices at least once with updated contact information, summary of assistance available and invitation to put a link of community websites to the county recycling office; Promote and publicize community events, loan recycling containers, help start new twp or village recycling programs; emails to townships quarterly; promote village curbside programs
	Participation in community events to promote recycling	Recycling displays at events, supplies and promotion for recycling collection events
Industries	Provide information on recycling service providers and opportunities	At least two industry roundtables via zoom with topics tailored to county manufacturers; expand and improve the market database and share with county industries
	Provide information on recycling service providers and opportunities	Offer waste evaluations and help starting or expanding a recycling program
	Maximize communication with industries	Visits, phone calls, and at least one newsletter that reaches all county manufacturers

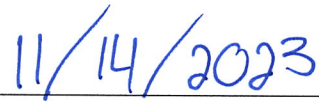
Residents	basically your whole county population
Schools/youth	all schools, all kids, can include summer camps, kids clubs
Businesses	County nonprofits, for-profits, churches, govt offices, civic groups, retail, wholesale, agricultural, service providers
Communities	municipal leaders, township trustees, civic groups within a specific community is a stretch but can be included here
Industries	companies in your county that manufacture a product

# Budget Revision Authorization Form

I hereby authorize Commissioners Jeff Fix and/or Dave Levacy to sign Request for Budget Revision Forms when I am out of the office or otherwise unavailable.



Commissioner Steve Davis



Date

Prosecutor's Approval Page

Resolution No.

A resolution entering into an agreement between Fairfield County and the Coshocton-Fairfield-Licking-Perry (CFLP) Solid Waste District for Recycling Services and Education Program for 2024.

(Fairfield County Commissioners)

Approved as to form on 11/8/2023 3:16:35 PM by Amy Brown-Thompson,



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

Signature Page

Resolution No. 2023-11.14.a

A resolution entering into an agreement between Fairfield County and the Coshocton-Fairfield-Licking-Perry (CFLP) Solid Waste District for Recycling Services and Education Program for 2024.

(Fairfield County Commissioners)

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

Voting:

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

Aye  
Absent  
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.



Bennett Niceswanger  
Board of County Commissioners  
Fairfield County, Ohio



**A resolution approving an account to account transfers in a major object expense categories for the Commissioners Office budgets, General Fund# 1001.**

**WHEREAS**, appropriations are needed for in personal services and contractual services; and

**WHEREAS**, an account to account transfers will allow proper classification of major expenditure object categories in personal services and contractual services.

---

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

---

**Section 1.** That the transfer of appropriations in the amount of \$5,100 is hereby authorized as follows:

From: 12100100 fringe benefits  
To: 12100100 personal services

**Section 2.** That the transfer of appropriations in the amount of \$502 is hereby authorized as follows:

From: 12100149 transfers  
To: 12100102 contractual services

---

**A resolution approving an account to account transfers in a major object expense categories for the Commissioners Office budgets, General Fund# 1001.**

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

***Section 1.***

*\$ 5,100*

<i>FROM:</i>	<i>12100100</i>	<i>521000</i>	<i>health insurance</i>
<i>TO:</i>	<i>12100100</i>	<i>514010</i>	<i>vacation payout</i>

*\$ 502*

<i>FROM:</i>	<i>12100149</i>	<i>700000</i>	<i>misc. transfers</i>
<i>To:</i>	<i>12100102</i>	<i>532000</i>	<i>Ag/professional services</i>

Signature Page

Resolution No. 2023-11.14.b

A resolution approving an account to account transfers in a major object expense categories for the Commissioners Office budgets, General Fund# 1001.

(Fairfield County Commissioners)

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

Voting:

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

Aye  
Absent  
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.



Bennett Niceswanger  
Board of County Commissioners  
Fairfield County, Ohio

**A Resolution to approve the Rescinding of Resolution # 2023-11.07.ee – that requested the repayment of an advance to the General Fund from Fund 2503 Police Revolving - Fairfield County Sheriff's Department**

**WHEREAS**, the Auditor Finance department asks that Resolution #2023-11.07.ee, be Rescinded due to using incorrect Object codes for the repayment of the advance.

---

**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 to Rescind Resolution #2023-11.07.ee.

Prepared by: Meagen Bowland  
cc: Elisa Dowdy, Sheriff's Department





2023-11.07.ee

**A resolution authorizing the approval of repayment of an advance to the General Fund from Fund 2503 Police Revolving.**

**WHEREAS,** The Fairfield County Sheriff's Office requested an advance for Fund 2503 Police Revolving; and

**WHEREAS,** an advance was approved by Resolution No. 2023-8.29.s; and

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

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

**Section 1.** Request that the Fairfield County Auditor repay the following advance:

FROM: 2503 Police Revolving 23250300 223001 Fund Advances Out  
<\$40,510.00>

TO: 1001 090000 General Fund Advances In \$40,510.00

Prepared by: Elisa Dowdy  
cc: Sheriff

090001  
223000

Signature Page

Resolution No. 2023-11.14.c

A Resolution to approve the Rescinding of Resolution # 2023-11.07.ee – that requested the repayment of an advance to the General Fund from Fund 2503 Police Revolving - Fairfield County Sheriff's Department

(Fairfield County Auditor- Finance)

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

Voting:

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

Aye  
Absent  
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.



Bennett Niceswanger  
Board of County Commissioners  
Fairfield County, Ohio

**A Resolution to approve the Rescinding of Resolution # 2023-11.07.ff - That requested to approve an account to account transfer into a major expenditure object category – Fairfield County Sheriff's Department**

**WHEREAS**, the Auditor Finance department asks that Resolution #2023-11.07.ff, be Rescinded due to using an incorrect ORG. ORG should have stated 23250300 instead of 23100101.

---

**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 to Rescind Resolution #2023-11.07.ff.

Prepared by: Meagen Bowland  
cc: Mendi Rarey, Sheriff's Department

2023-11.07.ff

**A resolution approving an account-to-account transfer into a major expenditure object category.**

**WHEREAS,** appropriations are needed to cover expenses for 2023; and

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

---

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

---

**Section 1.** That the transfer of appropriations are hereby authorized as follows:

From: <sup>23250300</sup>~~23100101~~ Fringe Benefits \$10,000.00  
To: 23250300 Contract Services

Prepared by: Mendi Rarey  
cc: Sheriff



Signature Page

Resolution No. 2023-11.14.d

A Resolution to approve the Rescinding of Resolution # 2023 -11.07.ff - That requested to approve an account to account transfer into a major expenditure object category – Fairfield County Sheriff's Department

(Fairfield County Auditor- Finance)

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

Voting:

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

Aye  
Absent  
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.



Bennett Niceswanger  
Board of County Commissioners  
Fairfield County, Ohio

**A resolution entering into an agreement between Fairfield County Clerk of Courts and the Ohio Department of Public Safety, Ohio Bureau of Motor Vehicles for the Administration of Class D Skills Tests by a Third Party**

**WHEREAS**, an agreement for the Administration of Class D Skills Test by the Fairfield County Clerk of Courts and authorized by the Ohio Department of Public Safety, Ohio Bureau of Motor Vehicles.

---

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

---

**Section 1.** That the Board of County Commissioners approve the attached contract between the Fairfield County Clerk of Courts and the Ohio Department of Public Safety, Ohio Bureau of Motor Vehicles.

Prepared by: Britney Lee

## ROUTING FORM FOR CONTRACTS

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

- A. ☐ Goods and/or Services in excess of \$75,000.00—competitively selected via an Invitation to Bid, pursuant to R.C. 307.86-307.92
- B. ☐ Goods and/or Services in excess of \$75,000.00—competitively selected via a Request for Proposals, pursuant to R.C. 307.862
- C. ☐ Public Improvement contracts—competitively selected pursuant to R.C. 153.08-153.12
- D. ☐ Architect/Engineer design services for public improvements—selected through the Request for Qualifications process pursuant to R.C. 153.65-153.72
- E. ☐ County Road Improvement/Construction—competitively selected pursuant to R.C. 5555.61
- F. ☐ The subject matter was exempt from competitive selection for the following reason(s):
1. ☐ Under \$75,000
  2. ☐ State Term #: \_\_\_\_\_ (copy of State Term Contract must be attached)
  3. ☐ ODOT Term #: \_\_\_\_\_ (See R.C. 5513.01)
  4. ☐ Professional Services (See the list of exempted occupations/services under R.C. 307.86)
  5. ☐ Emergency (Follow procedure under ORC 307.86(A))
  6. ☐ Sole Source (attach documentation as to why contract is sole source)
  7. ☐ Other: \_\_\_\_\_ (cite to authority or explain why matter is exempt from competitive bidding)
- G. ☒ Agreement not subject to Sections A-F (explain): Contract for Class D Skills Test
- H. ☒ Compliance with Fairfield County Board of Commissioners Procurement Guidelines
1. ☒ No County employee, employee's family member, or employee's business associate has an interest in this contract OR such interest has been disclosed and reviewed by the Prosecutor's Office
  2. ☒ No Finding for Recovery against Vendor as required under R.C. 9.24 (search via "Certified Search" on <http://fr.ohioauditor.gov/>)
  3. ☐ Obtained 3 quotes for purchases under \$75,000 (as applicable)
  4. ☐ Purchase Order is included with Agreement

Signed this 8 day of November, 2023

Britney Lee, Fiscal Manager  
Name and Title

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

**AGREEMENT FOR THE ADMINISTRATION OF  
CLASS D SKILLS TESTS BY A THIRD PARTY**

This Agreement for the Administration of Class D Skills Tests by a Third Party (hereinafter "the Agreement") is entered into by and between Fairfield County Clerk of Courts (hereinafter the "Contractor"), 12945 Stonecreek Drive, Pickerington, Ohio 43147 (Approved Location) and the Ohio Department of Public Safety, Ohio Bureau of Motor Vehicles (hereinafter the "BMV"), 1970 West Broad Street, 5<sup>th</sup> Floor, Columbus, Ohio 43223 (collectively, "the Parties" or "both Parties") based on the mutual promises herein.

**I. Background**

- A. R.C. section 4507.112 states that the director of the Ohio Department of Public Safety may authorize a third party to administer the Class D motor vehicle skills tests referenced in R.C. section 4507.11(A)(2). For the purpose of this Agreement, the Ohio Department of Public Safety will be represented by the BMV, which will coordinate the activities required by both parties to this Agreement, administer the applicable provisions of the Ohio Revised Code, and enforce the requirements of the Ohio Revised Code and this Agreement.
- B. It is the goal of the Parties to document in this Agreement their mutual understandings concerning the respective duties and obligations of the Parties.

**II. Definitions:**

- A. "Approved Location": the physical address of the Contractor and where Class D skills tests will be provided.
- B. "Private Driver Training Student(s)": driver training students who are enrolled in a driver training course at the Approved Location.

**III. Contractor's Duties and Responsibilities**

The Contractor shall be responsible for the following:

- A. Complying with the work and activities described in the Statement of Work, labeled Attachment 1. Attachment 1 is made a part of this Agreement and incorporated by reference, as if fully rewritten;
- B. Administering the motor vehicle skills tests specified in R.C. section 4507.11(A)(2);
- C. Complying with all applicable requirements of the Ohio Revised Code (R.C.), Ohio Administrative Code (O.A.C.), federal and state laws. It is agreed that any amendments to laws, rules or regulations cited herein shall result in the correlative modification of this Agreement, without the necessity for executing written amendment;
- D. Having a valid, operational, and publicly listed phone number for the Approved Location;
- E. Maintaining the Approved Location in a standard established by the BMV, which includes being climate controlled, having adequate restroom facilities, being well-lit, clean and orderly. The Approved Location shall be smoke-free. The Approved Location shall have adequate parking for test takers and staff, including disability parking. The Contractor shall provide access to persons with disabilities. The Approved Location shall be compliant with the Americans with Disabilities Act (ADA), Public Law 100-336, 42 U.S.C. 12101 et seq., as amended;
- F. Having a facility maintenance plan for both the interior and exterior of the Approved Location such that it is kept in and clean, safe and attractive condition at all times;
- G. Being registered with the Ohio Secretary of State's Office and maintaining a certificate of good standing issued by such Office, if required;



- H. Ensuring that all examiners meet all of the qualification and training standards set forth in Attachment I;
- I. Immediately notifying the BMV of any skills test examiner's termination or resignation as well as the cause(s) for such termination or resignation;
- J. If the Contractor is also a driver training school, prohibiting a skills test examiner employed by the school from administering a skills test to a Private Driver Training Student that the examiner personally trained;
- K. Notifying the BMV of every individual that attempted the skills test and the outcome of the skills test immediately after the skills test is scored and before the customer leaves the Approved Location;
- L. Permitting BMV representatives on at least a bi-annual basis to either: 1) take the skills test administered by the Contractor as if they were actual applicants and co-score along with the Contractor, or 2) re-test a sample of drivers that were examined by the Contractor;
- M. Maintaining any hardware and software necessary to perform any duties or obligations under this Agreement. BMV may provide hardware or software to assist Contractor in performing its duties under this Agreement and Attachment I. BMV may require Contractor to enter into an agreement for BMV provided hardware or software. The BMV may terminate this Agreement if the Contractor fails to properly maintain such hardware and software; and
- N. Ensuring examiners and managers have attended and completed any required trainings and meetings administered by the BMV.

#### **IV. BMV Duties and Responsibilities**

The BMV shall be responsible for the following:

- A. Allowing the Contractor to administer skills tests provided that the Contractor complies with the applicable provisions of the Ohio Revised Code and the terms of this Agreement;
- B. Coordinating the activities of both Parties required by the terms of this Agreement;
- C. Administering and enforcing the applicable provisions of the Ohio Revised Code and the terms of this Agreement;
- D. Providing instruction and assistance to the Contractor with respect to complying with the Ohio Revised Code and this Agreement; and
- E. Providing training for all driver examiners to ensure consistency of qualifications and training standards for all driver examiners. Provided training will be equivalent of that for BMV driving examiners. Providing other continuing education that may be necessary for the term of the Agreement

#### **V. Good Faith Performance**

The Parties agree to act in good faith in the performance of all duties and obligations under this Agreement. The Parties certify that they have read and understand all of the terms and conditions set forth in this Agreement.

#### **VI. Payment**

The Parties agree that there will be no payment due from the other Party for performing the obligations under this Agreement. However, to the extent permitted by Ohio law, the Contractor may charge a fee equal to the costs of administering the skills test to an applicant. The Contractor agrees to submit the driver skills test fee it will charge to

the BMV in advance. The Contractor further agrees to notify the BMV at least thirty (30) days prior to making any fee changes. The Contractor agrees to post its fee publicly, including, but not limited to, on a website accessible to the general public. Any deviation from the published fees could result in remedial action under section XXV of this Agreement.

#### **VII. Relationship of the Parties**

The Parties understand and agree that the Contractor is an independent contractor and is not an officer, agent, or employee of the Ohio Department of Public Safety or any of its divisions, including, but not limited to, the BMV. The Parties further understand and agree that each Party's personnel shall not, at any time, and for any purpose under this Agreement, be considered as agents, servants, or employees of the other Party. Nothing contained in this Agreement should be construed as placing the Parties in a partnership, joint venture, principal-agent, or employer - employee relationship. Except as expressly provided herein, neither Party shall have the right to bind or obligate the other Party in any manner without the other Party's prior written consent.

#### **VIII. Liability and Indemnification**

The BMV shall not be required to indemnify, defend, and/or hold the Contractor or any other person or entity harmless from any and all claims for losses, costs, expenses, fees, damages, or liability arising out of or in connection with the Agreement. Each Party to this Agreement shall be responsible for its own acts and omissions and those of its officers, employees, and agents. In no event shall either Party be liable to the other Party for indirect, consequential, incidental, special, or punitive damages, or lost profits.

#### **IX. Workers' Compensation and Other Benefits**

The Contractor and its employees shall be covered by workers' compensation coverage purchased and maintained by the Contractor. Any workers' compensation claims filed by the Contractor, or its employees, as a result of work performed under this Agreement is not covered under the Ohio Department of Public Safety's workers' compensation insurance. The Contractor's employees are not entitled to any State employment benefits, including but not limited to the Public Employees Retirement System of Ohio, for work performed under this Agreement. The Contractor acknowledges and agrees that any employee or agent performing personal services under this Agreement is not a public employee for purposes of Chapter 145 of the Revised Code.

#### **X. Responsibility for Claims**

As a government entity, Contractor shall be solely responsible for any and all claims for fault or negligence and for any wage or overtime compensation due its employees in rendering services under this Agreement. This includes any claims made under the Federal Labor Standards Act or any other federal or state law.

#### **XI. Equal Opportunity Requirements**

The Contractor shall comply with the requirements under R.C. section 125.111. The Contractor shall not discriminate against anyone because of race, color, religion, sex, age, disability, national origin, ancestry, or military status. The Contractor certifies that the Contractor is in compliance with all applicable federal and state laws, as well as rules and regulations governing fair labor and employment practices. The BMV encourages the Contractor to purchase goods and services from certified Minority Business Enterprise (MBE) and Encouraging Diversity Growth and Equity (EDGE) vendors.

#### **XII. Drug Free Workplace**

The Contractor certifies that to the best of its ability, all of its employees will not purchase, transfer, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way while working on state property. Failure to comply may result in IMMEDIATE termination of this Agreement.

### **XIII. Ethics and Conflict of Interest**

The Contractor agrees to abide by all provisions of the Ohio Ethics Law, including R.C. section 102.02, R.C. section 102.03, R.C. section 102.04, and R.C. section 2921.42. The Contractor shall not have any interest, direct or indirect, that is incompatible or in conflict with the carrying out of the terms of this Agreement.

### **XIV. Open Trade**

Pursuant to R.C. section 9.76(B), the Contractor warrants that it is not boycotting any jurisdiction with whom the State of Ohio can enjoy open trade, including Israel, and will not do so during the term of this Agreement.

### **XV. Reports**

The Contractor shall provide reports and records concerning skills tests administration, financial documentation related to fees, and employment records maintained by the Contractor upon request. The format of the reports and any reporting periods will be determined by the BMV.

### **XVI. Record Keeping; Random Inspections and Audits; Investigations**

During the performance of this Agreement and for a period of three (3) years after its completion, the Contractor shall maintain auditable records of all charges pertaining to this Agreement, all records as listed in section (B)(10) of the Statement of Work and shall make such records available to the BMV, upon request and at such times as are commercially reasonable. The BMV may conduct random examinations, inspections, and audits (whether covert or overt) at least bi-annually of the Contractor and its records without prior notice. The BMV may also investigate any alleged violations of Ohio law or this Agreement. The Contractor agrees to fully cooperate during any BMV investigation.

### **XVII. Promotional Material and Media Releases**

All media releases, public announcements and public disclosures by Contractor relating to this Agreement or the subject matter of this Agreement, including promotional or marketing material or signs or posters posted at the Contractor's place of business or elsewhere, but not including announcements intended solely for internal distribution or disclosures to the extent required to meet legal or regulatory requirements beyond the reasonable control of the Contractor, shall be approved by ODPS/BMV, in its sole discretion, prior to release. Contractor shall ensure that any approved publicity materials referring to ODPS/BMV remain current and accurate. ODPS/BMV reserves the right to withdraw a previously granted approval. Contractor will cease use of ODPS/BMV's name or any inaccurate materials pending Contractor's correction of the material. The Contractor agrees not to use any Ohio Department of Public Safety or BMV logos without the BMV's prior permission.

### **XVIII. Background Checks; Disqualifying Offenses and Convictions**

The Contractor agrees that all employees (including, but not limited to, those who access BMV systems) must submit to and pass a BC&I criminal background check in accordance with Attachment 1. The failure to meet this requirement will result in immediate termination of the Agreement.

### **XIX. Communications**

Written notices and communications may be sent to the following representatives from each Party:

Department of Public Safety, Bureau of Motor Vehicles Contacts:

Registrar of the Bureau of Motor Vehicles

1970 West Broad Street, 5<sup>th</sup> Floor  
Columbus, Ohio 43223  
Phone: 614-387-3000  
Fax: 614-752-7973

Department of Public Safety, Legal Contact:  
Office of the General Counsel  
1970 West Broad Street, 5<sup>th</sup> Floor  
Columbus, Ohio 43223  
Phone: 614-466-7014  
Fax: 614-752-6063

Contractor Contact:

Branden Meyer  
Name  
Fairfield County Clerk of Courts  
Title

12945 Stonecreek Drive  
Address

Pickerington, OH 43147  
City, State, Zip Code

740-652-7388  
Telephone Number

614-833-5850  
Fax Number

The Parties agree to notify each other if the names and/or contact information for the aforementioned individuals change.

**XX. Access and Use of Personal Information**

The Contractor understands that, in performing its duties under this Agreement, it may have access to personal information (such as an individual's name, social security number, driver license number, telephone number, or address other than a five-digit zip code) obtained from driving records maintained by the BMV. The Contractor agrees to abide by all State and federal laws governing the access, use, and release of such personal information. The Contractor agrees not to sell or re-disclose personal information obtained from BMV systems for any purpose.

The Contractor agrees that the Business Application Services System (BASS) System may only be accessed and used in order to fulfill its contractual responsibilities, except as provided herein. The Contractor shall take reasonable measures to ensure its employees are accessing and using the BASS System solely for job-related functions. The Contractor shall have no expectation of privacy when using the BASS System or any computer equipment provided by the BMV.

The Contractor shall notify the BMV immediately if it has a reasonable suspicion that any of its employees are improperly accessing or misusing the BASS System, or any other state or federal system. Notice that a security breach involving BMV data has occurred must be made by contacting the BMV's Security Operation Group (SOG) at 614-752-7686. The Contractor shall fully cooperate with BMV personnel to address issues and concerns regarding any security threat and shall provide the BMV with any documents and records relating to the security, access, use, and release of BMV data. Failure by the Contractor to fully inform the BMV or cooperate in any investigation constitutes a violation of the terms of the Contract and may result in termination of the Contract.



#### **XXI. Resolution of Disputes**

The Parties agree that the Contractor and the BMV shall make every effort to resolve any dispute between the Parties concerning responsibilities under, or performance of, any of the terms of this Agreement. In the event the Parties cannot agree to an appropriate resolution, they may submit the dispute to non-binding arbitration before an arbitrator selected and mutually agreed upon by the Parties.

#### **XXII. Force Majeure**

If either Party is unable to perform any part of its obligations under this Agreement by reason of force majeure, the Party will be excused from its obligations, to the extent that its performance is prevented by force majeure, for the duration of the event. The Party must remedy with all reasonable dispatch the cause preventing it from carrying out its obligations under this Agreement. The term "force majeure" means without limitation: acts of God, such as epidemics, lightning, earthquakes, fires, storms, hurricanes, tornadoes, floods, washouts, droughts, or any other severe weather; explosions; restraint of government and people; war; strikes; and other like events or any other cause that could not be reasonably foreseen in the exercise of ordinary care, and that is beyond the reasonable control of the Party.

#### **XXIII. Assignment or Subcontracting**

The Contractor shall not assign or transfer any rights or obligations under this Agreement. Moreover, the Contractor may not subcontract, whether in whole or in part, with any other person, firm, partnership, corporation, or entity to perform its duties and obligations under this Agreement.

#### **XXIV. Term of Agreement**

This Agreement will become effective upon the date of last signature by the authorized representative of both Parties (hereinafter the "Effective Date"). This Agreement will remain in effect until two (2) years from the aforementioned Effective Date or until terminated by either Party. This Agreement may be renewed upon mutual agreement of the Parties.

#### **XXV. Termination of Agreement**

This Agreement may be terminated by either Party for any reason by providing thirty (30) days written notice to the other Party. If the Agreement is terminated under this section, the Contractor shall provide the BMV with any and all information concerning applicants scheduled to take skills tests after written notice of termination is issued and submit all data, reports, and other materials used by the Contractor that were not previously submitted to the BMV.

#### **XXVI. Remedial Action by the BMV**

Notwithstanding the "Termination of Agreement" section of this Agreement, the BMV may take prompt and remedial action against the Contractor and its skills test examiners if the Contractor or its examiners fail to comply with State of Ohio standards for the testing program or any provision of this Agreement. Such remedial action may include, but not be limited to: a) written notice of the violation with notice that the Contractor has thirty (30) days to correct the deficiency; b) temporary suspension of operations; and c) immediate termination of this Agreement. If the BMV terminates the Agreement under this section, the Contractor may be required to cease operations immediately if it is in the State of Ohio's best interests not to allow the Contractor to continue testing until the end of regular business hours. The Contractor agrees not to cease operations immediately (and to continue operations until the close of regular business hours) unless and until such a demand has been made by the BMV.

#### **XXVII. Severability**

If any provision of this Agreement is found illegal, invalid, unenforceable, or otherwise void, it shall be deemed severable. The remaining provisions shall not be impaired, and the Agreement shall be interpreted, to the extent possible, to give effect to the Parties' intent.

**XXVIII. Governing Law/Interpretation**

This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Ohio. The Parties agree that the rule that ambiguities in a contract are to be construed against the drafting party shall not apply to the interpretation of this Agreement. If there is a conflict between the language of this Agreement and any exhibit or attachment, the language of this Agreement shall govern.

**XXIX. Availability of Funds**

The obligations of the BMV under this Agreement are subject to the determination by the Director of Budget and Management that sufficient funds have been appropriated by the General Assembly to the BMV for the purposes of this Agreement and to the certification of the availability of such funds by the Director as required by O.R.C. Section 126.07. Either party may suspend or terminate this Agreement if the General Assembly fails to appropriate funds for any part of the work under this Agreement.

**XXX. Entirety of Agreement; Changes or Modifications**

This Agreement constitutes the entire agreement between the Parties on the subject matter of this Agreement. This Agreement supersedes all prior agreements, understandings, or representations, whether oral or written, concerning the subject matter of this Agreement. Any changes or modifications of this Agreement shall be made and agreed to in writing and signed by authorized representatives of both Parties.

**XXXI. Signatures**

The Party representatives signing this Agreement represent that they are duly authorized to execute the Agreement on behalf of the relevant Party.

IN WITNESS WHEREOF, the parties hereby agree to the terms and conditions set forth within this Agreement.

OHIO DEPARTMENT OF PUBLIC SAFETY,  
OHIO BUREAU OF MOTOR VEHICLES

By: \_\_\_\_\_

Printed: D. Andrew Wilson

Title: Director

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

CONTRACTOR

By: Braden Meyer

Printed: Braden Meyer

Title: Fairfield County Clerk of Courts

Date: 11/7/2023



Steve Davis, Commissioner



Jeff Fix, Commissioner

### Attachment 1 Statement of Work

This Attachment I, Statement of Work, is part of the Agreement by and between the Parties and is incorporated into the Agreement in full.

A. The Contractor agrees that all of its skills test examiners must:

- (1) Successfully complete a BC&I/FBI criminal background check, in the last twelve (12) months; and every four years to maintain examiner certification;
- (2) Have a BC&I/FBI criminal background check free of a conviction for any felony, within ten years of the date of application; or a conviction for any misdemeanor, including any conviction of R.C. section 4511.19 or an equivalent municipal ordinance, and excluding minor misdemeanors, within five years of the date of application, that is reasonably related to the applicant's ability to serve safely and honestly;
- (3) Have been licensed as the operator of a motor vehicle for at least three (3) years;
- (4) Be at least twenty-one (21) years old;
- (5) Possess, and maintain, a valid, unexpired Ohio driver's license;
- (6) Be free of any injury or physical or mental impairment, and not be under the influence of or addicted to any drug or medicine that may affect the applicant's ability to drive or to effectively and safely instruct drivers when testing;
- (7) Have a driving record free of any of the following:
  - (a) Three or more chargeable crashes within the three years preceding the date of application;
  - (b) Three or more moving violation convictions under Chapter 4511. of the Revised Code, or an equivalent conviction from another jurisdiction, within the three years preceding the date of application;
  - (c) An accumulation of six points or more under Chapter 4510. of the Revised Code, or equivalent action from another jurisdiction, within the preceding three years;
  - (d) A twelve-point administrative suspension under section 4510.037 of the Revised Code, or equivalent action from another jurisdiction, within the ten years preceding the date of application;
- (8) Report any new citations, or criminal charges, that would be reasonably related to the applicant's ability to serve safely and honestly as a driver examiner for Contractor;
- (9) Have previously completed one (1) course in driver education & safety &/or defensive driving course, instructor training course, driver license examiner course or any other related driver training course (Example: "Drivers Ed" in High School); and
- (10) Complete any required BMV training and the BMV Examiner certification process prior to conducting any skills tests.

B. The Contractor further agrees that it will:

- (1) Conduct Class D driver license skills testing (approved road test routes and basic control skills tests) only at BMV inspected and approved sites, and will not conduct any Class D skills testing at any location prior to receiving its "Class D Skills Test by a Third Party" Site Certificate ("Site Certificate") from the BMV;
- (2) Designate an administrative representative (manager) that will be responsible for the third-party testing operation, and update BMV if this person changes. Contractor must provide the BMV with contact information for the administrative representative;
- (3) Ensure that employees who will enter test results or schedules into the BMV provided system successfully complete a BC&I/FBI criminal background check, in the last twelve (12) months; and every four years to maintain examiner certification;
- (4) Ensure that employees who will enter test results or schedules into the BMV provided system have a record free of a conviction for any felony, within ten years of the date of application; or a conviction for any misdemeanor, including any conviction of R.C. section 4511.19, and excluding minor misdemeanors, within five years of the date of application, that is reasonably related to the applicant's ability to serve safely and honestly;
- (5) Have and, maintain, a basic control skills pad that meets BMV requirements;
- (6) Conduct at least thirty-two (32) Class D skills tests per examiner per calendar year;
- (7) Employ more than one employee and at least two driver examiners who will complete the duties of Class D testing;
- (8) Notify the BMV in writing, and obtain prior approval from the BMV, if any of the Contractor's examiners will be conducting exams in multiple Contractor exam locations; or if they are employed by another exam Contractor.
- (9) Not test at the same time driver training classes are occurring;
- (10) Prominently display the third-party tester certification and examiner identification documents in its place of business where it conducts skills test exams;
- (11) Schedule all appointments, create time slots for future appointments, and view appointment in the BASS (Business Application Services System);
- (12) Post in the business location fees charged for skills testing. All fees shall be submitted to the BMV via form BMV 5819 (Third Party Examination Class D Fee and Scheduling Chart for Driver Skills Test). All fees must be in accordance with R.C. section 4507.112. If the Contractor charges for the leasing of vehicles for testing purpose or ancillary fees (e.g., copying, notarizing, if any) related of the business of conducting the driver examination, these fees must also be posted;



(13) Maintain copies of the following records at its principal place of business in accordance with section XV of the Agreement:

- (a) Copies of all previous and current examiner certifications authorizing the third-party examiner to administer class D skills tests on behalf of the Contractor;
- (b) A copy of the current Agreement;
- (c) A copy of each completed Class D skills test scoring sheet;
- (d) A copy of any required Driver Training Certification the Applicant presents as proof of training; unless an image is captured by the BMV mobile electronic device and software;
- (e) A copy of the Contractor's State-approved road test route(s);
- (f) A copy of each third-party examiner's training record if also a Driver Training instructor; and
- (g) A copy of all daily sign in sheets, or records of scheduled, examined, and no-show appointments; and

(14) When Contractor closes, all records in paragraph (13) of this section shall be transferred to the BMV to maintain for the record retention period;

(15) Contractor shall have a set schedule of when it will conduct Class D skills tests, which includes a minimum of one (1) day each week for testing for public appointments. Contractor shall complete a BMV 5819 form (Third Party Examination Class D Fee and Scheduling Chart for Driver Skills Test). If Contractor's testing schedule changes, a new BMV 5819 form shall be completed and submitted to BMV;

(16) Contractor shall notify the BMV if the Contractor intends to provide Class D skills tests to its Private Driver Training Students who attend the Approved Location. Contractor shall include this on the BMV 5819 required in section (B)(12), and shall submit a new BMV 5819 if any changes are made;

(17) If for more than two (2) consecutive weeks, there is a district backlog of thirty (30) days or more, Contractor must be able to provide Class D skills tests for public appointments during the days and times identified as exclusively for its Private Driver Training Students until the backlog decreases to under thirty (30) days. Contractor may add additional scheduled testing days during this time if it notifies BMV;

(18) Maintain appropriate insurance coverage for crash or collision and bodily injury as necessary to provide services required by this Agreement; and

(19) Maintain a surety bond in the minimum amount of twenty-thousand dollars (\$20,000.00) that is specific to the entity providing Class D skills testing pursuant to this Agreement. If the Contractor has a bond that covers multiple services, it must be clear that the Class D skills testing is covered. If Contractor is a public entity, the bond requirement can be met by adding the BMV and Class D skills testing to the public entity's bond so long as it sufficiently protects the BMV. The bond must be provided to the BMV prior to providing Class D skills testing



OHIO DEPARTMENT OF PUBLIC SAFETY  
BUREAU OF MOTOR VEHICLES

**APPLICATION TO PROVIDE CLASS D SKILLS TEST SERVICES  
CLASS D SKILLS TESTS BY A THIRD PARTY**

The Ohio Bureau of Motor Vehicles is accepting applications for the administration of Class D Skills Tests by a Third Party. The Ohio Bureau of Motor Vehicles will consider the submitted information and any additional factors, including regional needs, to identify new participants.

Selected participants will be required to complete a training and certification process in order to operate. Please contact OHBMVExam@dps.ohio.gov for any application questions

FACILITY NAME  
Fairfield County Clerk of Courts

**ACKNOWLEDGEMENTS**

- ☒ **Authorized Representative:** By completing this application, the applicant acknowledges that the name provided below belongs to a person that has legal authority to sign on behalf of the applicant and that the information and certifications provided are true, correct, and complete.
- ☒ I hereby acknowledge this application is a public record and subject to disclosure under the Ohio Public Records Laws Ohio Revised Code (R.C.) 149.43, unless otherwise exempted from production by Ohio statutes, federal law, or common law privileges.
- ☒ I hereby acknowledge that if selected to participate as a Class D skills test provider, the applicant will be required to enter into a contract with the BMV to provide the services.
- ☐ I acknowledge that the applicant is required to be registered with the Ohio Secretary of State and provide a certificate of good standing issued by the Ohio Secretary of State's office. Please attach copy of certificate to application packet.
- ☒ I acknowledge that the applicant will employ more than one employee and meet all requirements set forth in Ohio R.C. 4597.112.
- ☒ I acknowledge that the applicant will comply with all local, state, and federal laws. Failure to comply may result in removal as a Class D skills tests provider.
- ☒ I acknowledge the applicant will be required to maintain hardware and software needs in order to provide skills tests. The requirements are outlined in the contract.
- ☒ I hereby acknowledge that making a statement that is untrue, marking a statement as true that the Ohio Bureau of Motor Vehicles finds is not true, or making a statement which is intended to mislead may result in the denial of this application. As the duly authorized representative of the applicant, I hereby attest to the accuracy of the submitted information on this application.

**BUSINESS ENTITY INFORMATION**

THIRD PARTY TESTING FACILITY NAME Fairfield County Clerk of Courts			TELEPHONE # (614) 835-2610
FACILITY ADDRESS 12945 Stonecreek Drive			
CITY Pickerington	STATE OH	ZIP 43147	COUNTY Fairfield
TESTING SITE ADDRESS (IF DIFFERENT)			
CITY	STATE	ZIP	E-MAIL ADDRESS

**PRIMARY CONTACT**

FIRST NAME Branden	MIDDLE NAME	LAST NAME Meyer	
ADDRESS 12945 Stonecreek Drive			
CITY Pickerington	STATE OH	ZIP 43147	COUNTY Fairfield
E-MAIL ADDRESS Branden.Meyer@FairfieldCountyOhio.gov			TELEPHONE # (614) 835-2610

**FACILITY OWNER**

FIRST NAME Fairfield County Commissioners	MIDDLE NAME	LAST NAME	
ADDRESS 210 E. Main Street			
CITY Lancaster	STATE OH	ZIP 43130-	COUNTY Fairfield
E-MAIL ADDRESS			TELEPHONE # 7406527090

**CRIMINAL BACKGROUND CHECK INFORMATION**

Every employee that performs the examination and/or accesses the Ohio BMV software systems at a third-party Class-D testing location will be required to have a criminal background check. Employees are required to obtain a criminal background check, dated within the last sixty days, with application.

FACILITY EMPLOYEE	POSITION

**DRIVER LICENSE HISTORY**

Employees that perform skills testing must be at least 21 years of age, have a valid driver license; have no record of suspension of driving privileges, including for moving violations, for the past three (3) years; and have held a driver's license for at least three (3) years. The applicant is required to submit a driver record abstract for each employee, dated within the last thirty days, with application.

FACILITY EMPLOYEE	POSITION	DRIVER LICENSE NUMBER	ABSTRACT ATTACHED (Y/N)
			<input type="checkbox"/> YES <input type="checkbox"/> NO
			<input type="checkbox"/> YES <input type="checkbox"/> NO
			<input type="checkbox"/> YES <input type="checkbox"/> NO

**DRIVER TRAINING CERTIFICATION**

Employees, who are serving in the capacity of examiners, are required to successfully complete a driver education and safety course. This can include a defensive driving course, instructor training course, driver license examiner course or any other related driver training course. This can include driver training at the time of receiving license. Please also indicate if the employee is a certified driving instructor.

FACILITY EMPLOYEE	POSITION	DATE COMPLETED	CERTIFIED DRIVING INSTRUCTOR
			<input type="checkbox"/> YES <input type="checkbox"/> NO
			<input type="checkbox"/> YES <input type="checkbox"/> NO
			<input type="checkbox"/> YES <input type="checkbox"/> NO
			<input type="checkbox"/> YES <input type="checkbox"/> NO

## EQUIPMENT INVENTORY AND FACILITY REQUIREMENTS

Third party Class-D testing locations are required to meet all hardware, software, and basic office administrative needs. Each applicant is required to complete the following inventory of all equipment needs.

### Internet Provider

AT&T

### Hardware Inventory *(Please list the computer hardware that will be used)*

Examples: Phones, Computer/Tablet, Wifi Router

Desktop phone Avaya J179/ Virtual Avaya Cloud Office,  
Computers: Dell OptiPlex 5000/7000 series workstations,

### Please detail security protocols to ensure data is secure

Fairfield County IT Department has all necessary security protocols in place including Carbon Black Cloud Endpoint Standard antivirus software.

### Hours of Operation and Testing Fees

Please complete BMV 5819 Third Party Examination Class D Fee and Scheduling Chart for Driver Skills Test form and submit with this application

### Testing Routes

- Please attach two proposed testing routes. Please note testing routes submitted during the application will be vetted if the facility is chosen.
- Preferred testing routes should consist of the following (Exceptions for missing items may be discussed with BMV personnel for consideration when seeking final route approval) for:
  - 2 Right Turns      • 1 Traffic Light
  - 2 Left Turns      • 1 School Zone
  - 1 Stop Sign      • 1 Lane Change
  - 1 Stop Bar

### Maneuverability Minimum Requirements - 50 feet by 80 feet minimum

The parking lot has sufficient space to meet the minimum requirements. BMV staff has already come on site to identify the space that meets all required specifications for the driver's course.

### Documentation and Records Management Protocols

Management and retention of records of the Clerk of Courts office fall under the Ohio Revised Code and the Ohio Public Records laws.



## FACILITY AND VEHICLE INSURANCE INFORMATION

### FACILITY INSURANCE

FACILITY NAME Fairfield County Clerk of Courts	INSURANCE COMPANY (include contact information) County Risk Sharing Authority (COSA) 888-757-1904
INSURANCE COVERAGE DETAILS	

### VEHICLE INSURANCE

VEHICLE TYPE	INSURANCE COMPANY (include contact information)
INSURANCE COVERAGE DETAILS	
VEHICLE RENTAL CONTRACT DETAILS (if necessary): This includes the costs for charging rentals to examinees.	

## FACILITY BUSINESS PLAN

Applicants are required to submit a detailed business plan. The business plan shall include information on the anticipated customer base (Public, or Hybrid with both Public Days and Student Days) community intended to serve, details on how selection will augment current business model and any important details that will assist the Ohio Bureau of Motor Vehicles to select participants. If necessary, please attach a Business Plan to application.

### Business Plan

The office is located within a newly renovated county owned building. The Driver's License Examiners will be hired as Fairfield County employees. It is anticipated that the employees will work full time 35-40 hours per week and the hours will be similar to those of the existing employees of the Clerk of Courts office. A contract is being finalized with the State of Ohio for this location to also house a state controlled Deputy Registrar office. This location will be a one-stop shop housing the title office, Deputy Registrar and driver's exam station all housed within the same building.

### Organizational Representative Signature

ORGANIZATION REPRESENTATIVE Fairfield County Clerk of Courts		
FIRST NAME Branden	MIDDLE NAME C.	LAST NAME Meyer
SIGNATURE x		DATE 7/10/2023

Steve Davis, Commissioner

Jeff Fix, Commissioner

\_\_\_\_\_  
Dave Levacy, Commissioner

Prosecutor's Approval Page

Resolution No.

An agreement between Fairfield County Clerk of Courts and the Ohio Department of Public Safety, Ohio Bureau of Motor Vehicles for the Administration of Class D Skills Tests by a Third Party

(Fairfield County Clerk of Courts- Legal Division)

Approved as to form on 11/8/2023 11:54:07 AM by Steven Darnell,

Signature Page

Resolution No. 2023-11.14.e

A resolution entering into an agreement between Fairfield County Clerk of Courts and the Ohio Department of Public Safety, Ohio Bureau of Motor Vehicles for the Administration of Class D Skills Tests by a Third Party

(Fairfield County Clerk of Courts- Title Division)

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

Voting:

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

Aye  
Absent  
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.



Bennett Niceswanger  
Board of County Commissioners  
Fairfield County, Ohio

**A resolution to approve the recommendation for the RLF loan for Smart Start Commercial Services, LLC to be written off.**

**WHEREAS,** an Economic Development Administration Revolving Loan Fund program (EDA-RLF) has been established by the Fairfield County Board of Commissioners for the purpose of encouraging and promoting economic expansion and increased employment opportunities within Fairfield County pursuant to resolution 91-06.13.e; and

**WHEREAS,** said EDA-RLF program has been established as part of the Fairfield County Revolving Loan Fund Plan, adopted by the Fairfield County Board of Commissioners, Resolution 91-06.18.k, and amended pursuant to Resolution 05-07.19.f; and

**WHEREAS,** Smart Start Commercial Services, LLC's payments have been deemed delinquent; and

**WHEREAS,** the Loan Review Committee recommends the loan be written off as uncollectable

**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 agree to write off the loan as uncollectable

Prepared by: Angel Conrad



**A resolution to approve the recommendation of the Fairfield County Revolving Loan Fund Loan Review Committee to fund Smart Start Commercial Services as a Fairfield County CARES ACT Recovery Assistance Revolving Loan Fund project. [Economic and Workforce Development]**

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

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

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

**WHEREAS**, the Loan Review Committee met on August 17, 2021 to review an application for financial assistance submitted by Smart Start Commercial Services, LLC, through the EDA-RLF program; and

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

**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 affirms, accepts, and approves the attached loan application, submitted by Smart Start Commercial Services, LLC requesting \$15,000.00 in Revolving Loan Fund financing to assist with working capital for the movement and purchase of equipment.; and

**Section 2.** That the attached proposal was recommended for funding by the Loan Review Committee on August 17, 2021; and

**A resolution to approve the recommendation of the Fairfield County Revolving Loan Fund Loan Review Committee to fund Smart Start Commercial Services as a Fairfield County CARES ACT Recovery Assistance Revolving Loan Fund project. [Economic and Workforce Development]**

**Section 3.** That the President of the Board of Commissioners is hereby authorized and directed to execute the attached letter to the loan applicant; and

**Section 4.** That the President of the Board of Commissioners is hereby authorized to execute and sign any documents pertaining to this loan.

Prepared by: Angel Conrad  
cc: Economic and Workforce Development



## Revolving Loan Fund Emergency Disaster Application

### Section A: Applicant Information

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

Name (Last, First)

Address (personal permanent residence) # Street, City, State ZIP

March, Velekia

218 England St. Pickerington, OH 43147

Contact info:

Phone

Email

614-906-2779

velekiamarcha@smartstartcommercial.com

Business Title (i.e. CEO, Operator)

Percent Ownership

Requested \$ Amount

Requested Loan Term (Years)

Owner / Operator

100

15,000

5

1. Has the applicant(s) ever filed for bankruptcy?

Yes ☒ please provide additional info below

No ☐

Filed and discharged in 2016, in conjunction with divorce at the time.

2. Is the applicant(s) up to date on all other loans and obligations, both business and personal, including taxes and child support?

Yes ☒ No ☐ please provide addition info below

(Personal)

Utilized forbearance option on mortgage due to COVID-19. Worked with the lender (VA provided an opportunity to apply for deferment / loan modification)

Used personal money to pay my employees as best I could.



## Revolving Loan Fund Emergency Disaster Application

### Section A: Applicant information (continued)

3. If the applicant(s) were to be funded would the business qualify as a:

☒ A. Woman owned business

☒ B. Minority owned business

C. Low-moderate income individual owned business

D. None of the above

*Service Disabled  
Veteran Owned Small  
Business*

### Section B: Eligibility

The following questions are designed to help determine if the project/loan application meets the guidelines established by the governmental agencies, such as the Economic Development Administration (EDA) and the Ohio Development Services Agency, that have provided the funding to establish the Fairfield County Revolving Loan Fund. The Fairfield County Economic Development Department administers the Revolving Loan Fund. The Economic Development Administration (EDA) fund can be used anywhere within the county but the Ohio Development Services Agency cannot be used within the boundaries of the City of Lancaster since it already receives Community Development Block Grant (CDBG) money. Depending on account balances, project location and other factors, the Fairfield County Economic Development Department will determine if EDA funds are best suited for the applicant. The Fairfield County Economic Development Department retains the final authority in determining if the recipient will receive a disbursement and the final authority in determining eligibility.

1. Is the business located in Fairfield County, Ohio?

Yes ☒ No ☐

2. Does the business employ more than 200?

Yes ☐ No ☒

3. Is the loan to be used to for an intra-family transaction (i.e. buying out another family member)?

Yes ☐ No ☒

5. For every \$25,000 borrowed (\$1 – \$25,000) one full-time equivalent job must be created or retained within two years. A full-time equivalent job is defined as an employee that works at least 35 hours per week or a group of employees who combine to work at least 35 hours per week. Does the business seeing funding create retain at least one full-time equivalent job for every \$25,000 borrowed?

Yes ☒ No ☐

6. Is the applicant/business current on all tax liabilities?

Yes ☒ No ☐

7. Does the business have, or commit to creating, an equal opportunity employment policy?

Yes ☒ No ☐





# Revolving Loan Fund Emergency Disaster Application

## Section C: Business Information

Business Name

Address (location of business) # Street, City, State ZIP

Smart Start  
Commercial Services, LLC

218 England St. Pickerington, Ohio 43147

Contact info:

Business Phone

Business Email

614-906-2449

velekiamarch@smartstartcommercial.com

Business Structure (i.e. LLC, LLP, etc.)

Years of Operation

LLC

4

## Section D: Job Creation/Retention

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

	Amount (#)	Position(s) Description and Est. Wage
Year One		
Full-time positions		
Part-time positions	1-2	\$16/hour Residential / Commercial Cleaner
Year Two		
Full-time positions	1	\$18.50/hour Commercial Supervisor
Part-time positions		





## Revolving Loan Fund Emergency Disaster Application

### Section E: Explanation of Loan Usage

In the space below, please outline how the loan funds will be used, if approved.

- Obtain equipment for COVID-19 cleaning requirements
- Market for contracts and networking opportunities within Fairfield County
- Bring back employees that have been laid off due to closed businesses / reduction of staff.
- Obtain two additional employees for COVID-19 Clean up projects.

### Section F: Loan Information

Depending on account balances, project location and other factors, the Fairfield County Economic Development Department will determine the appropriate funds for all applications. Terms reflected are the maximum allowable and the review committee may offer terms other than those reflected here.

	Bank Finance	Owner Finance	Other	RLF Loan Finance	RLF Max Term
Land	\$	\$	\$	\$	EDA - 20 year
Building Acquisition	\$	\$	\$	\$	EDA - 20 year
Building Construction	\$	\$	\$	\$	EDA - 20 year
Building Renovation	\$	\$	\$	\$	EDA - 20 year
Machinery & Equipment	\$	\$	\$	\$ 6,200 <sup>00</sup>	EDA - 10 year
Furniture & Fixtures	\$	\$	\$	\$	EDA - 10 year
Working Capital	\$	\$	\$	\$ 8,800 <sup>00</sup>	EDA - 5 year
TOTAL	\$	\$	\$	\$ 15,000 <sup>00</sup>	5 yrs



## Revolving Loan Fund Emergency Disaster Application

### Section F: Loan Information (continued)

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

Equipment/Machinery	Est. Lifespan (# of Years)	Equipment/Machinery	Est. Lifespan (# of Years)
Electrostatic Sprayer	15	Negative Air Scrubber	10
Backpack Vacuum	10	Carpet Extractor	10

2. Have you applied for any other emergency disaster relief funding?

Yes ☒ please provide additional info below

No ☐

Applied for EIOH Grant and received money to pay employees \$1000 per employee for one month in 2020.

6 employees  
(including myself)



## Revolving Loan Fund Emergency Disaster Application

### Section G: Additional Requirements

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

1. Loan recipients are required to meet with staff members of the Economic Development Department annually and demonstrate that they have met, or are working towards, employment targets. Financial, tax records, worker compensation, payroll and other information that support this may be required for verification of this information.

Initials: SM

2. To ensure that public resources are being used effectively, and to mitigate risk of the loan, the applicant may be required to submit financial and other information to the Economic Development Department with appropriate notice. Alternatively, the staff may request that the primary lender share information on the status of the loan with the RLF.

Initials: SM

3. The Economic Development Department may require the applicant to meet with staff before presenting the loan application to the review committee.

Initials: SM

4. The applicant may be required to obtain key man life insurance and agrees to comply with this requirement and keep an active policy throughout the life of the loan.

Initials: SM

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

Initials: SM





## Revolving Loan Fund Emergency Disaster Application

### Section H: Certification

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

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

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

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

As consideration for any Management and Technical assistance which may be provided, I/we waive all claims against the Revolving Loan Fund Committee and its consultants.

Delekia March  
Signature

8/16/21  
Date

Delekia March  
Printed Name

Smart Start Commercial Services, Owner  
Company Name/Officer Name/Title

8/16/21  
Date

## SECURITY AGREEMENT

(Equipment or Consumer Goods as Collateral) UCC-4

## SECURITY AGREEMENT

Date: 9/14/2021

Smart Start Commercial Services, LLC 218 England St. Pickerington Fairfield Ohio

(Name) (No. & Street) (City or Town) (County) (State)

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

Fairfield County 210 East Main Street Lancaster Fairfield Ohio

(Name) (No. & Street) (City or Town) (County) (State)

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

### DESCRIPTION OF COLLATERAL:

See Exhibit A attached hereto.

To secure payment of indebtedness of \$15,000.00 as provided in the note or notes of even date herewith and also any and all liabilities now existing or hereafter arising, absolute or contingent, due or to become due including all costs and expenses incurred in the collection of the indebtedness and all future advances made by the SECURED PARTY for taxes levied, insurance and repairs to or maintenance of the Collateral.

Debtor hereby warrants and agrees that:

1. The Collateral is or is to be used by the Debtor primarily for (check one):  
☐ Personal, family or household purposes  
☐ Farming operations  
☒ Business use
2. If the Collateral is or is to be attached to real estate, a description of the real estate is as follows:  
N/A
3. The Collateral will be kept at 218 England St. Pickerington, OH 43147 which is the Debtor's place of business. DEBTOR will promptly notify SECURED PARTY of any change in the location of the Collateral and DEBTOR will not remove the Collateral from the above address without the written consent of the SECURED PARTY.
4. The Collateral is being acquired with the proceeds of said note or notes that SECURED PARTY may pay directly to the seller.



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

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

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

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

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

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

Smart Start Commercial Services, LLC  
a Limited Liability Company

By: \_\_\_\_\_  
Velekia March  
Its: Owner

By: \_\_\_\_\_  
Velekia March, Individually

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

## SECURITY AGREEMENT

(Equipment or Consumer Goods as Collateral) UCC-4

## SECURITY AGREEMENT

Date: 9/14/2021

Smart Start Commercial Services, LLC 218 England St. Pickerington Fairfield Ohio

(Name) (No. & Street) (City or Town) (County) (State)

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

Fairfield County 210 East Main Street Lancaster Fairfield Ohio

(Name) (No. & Street) (City or Town) (County) (State)

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

### DESCRIPTION OF COLLATERAL:

See Exhibit A attached hereto.

To secure payment of indebtedness of \$15,000.00 as provided in the note or notes of even date herewith and also any and all liabilities now existing or hereafter arising, absolute or contingent, due or to become due including all costs and expenses incurred in the collection of the indebtedness and all future advances made by the SECURED PARTY for taxes levied, insurance and repairs to or maintenance of the Collateral.

Debtor hereby warrants and agrees that:

1. The Collateral is or is to be used by the Debtor primarily for (check one):  
( ) Personal, family or household purposes  
( ) Farming operations  
(X) Business use
2. If the Collateral is or is to be attached to real estate, a description of the real estate is as follows:  
N/A
3. The Collateral will be kept at 218 England St. Pickerington, OH 43147 which is the Debtor's place of business. DEBTOR will promptly notify SECURED PARTY of any change in the location of the Collateral and DEBTOR will not remove the Collateral from the above address without the written consent of the SECURED PARTY.
4. The Collateral is being acquired with the proceeds of said note or notes that SECURED PARTY may pay directly to the seller.

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

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

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

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

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

Fairfield County, Ohio

Smart Start Commercial Services, LLC  
a Limited Liability Company

By: \_\_\_\_\_  
David L. Levacy, President  
Fairfield County Board of Commissioners

By: \_\_\_\_\_  
Velekia March  
Its: Owner

By: \_\_\_\_\_  
Velekia March, Individually

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





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

County Administrator  
Carri L. Brown

Clerk  
Rachel A. Elsea

## RLF PROMISSORY NOTE – Page 1

**Borrower:** Smart Start Commercial Services, LLC

**Approved Loan Amount:** \$15,000.00

**Fund Source:** Fairfield County CARES Act Recovery Assistance Revolving Loan Fund

**Prepared:** September 14, 2021

FOR VALUE RECEIVED, the undersigned **Velekia March, individually, and Smart Start Commercial Services, a limited liability company** organized under the laws of the State of Ohio, (collectively known as the “Borrower”) hereby **jointly and severally** promise to pay to the order of Fairfield County, Ohio, a political subdivision of the State of Ohio, duly authorized and validly existing under and by virtue of the laws thereof, (hereinafter called “Lender”), the principal sum fifteen thousand dollars (\$15,000), together with interest as hereinafter provided. The proceeds from the loan represented by this Promissory Note shall be applied only to finance the movement and installation of equipment, (hereinafter called the “Project”). This is the Promissory Note referenced in that certain loan agreement of even date by and between the Fairfield County Board of Commissioners, a political subdivision of the State of Ohio, with primary offices located at 210 E. Main Street STE. 407, Lancaster, Ohio 43130, and Smart Start Commercial Services, a limited liability company under the laws of the State of Ohio, with its primary offices located at 218 England St., Pickerington, OH, 43147 (hereinafter called “Borrower”), as participating parties in the Fairfield County CARES Act Recovery Assistance Revolving Loan Fund (EDA-CARES-RLF) (“Loan Agreement”).

### SECTION I. INTEREST

1. Interest. Interest on the proceeds of this promissory note shall be paid at the rate of 0 percent (%) per annum on the amount disbursed. Proceeds of the loan shall be disbursed in accordance with the terms and conditions set forth in the Loan Agreement. Interest shall commence accruing on the date of the closing of the loan.
2. Prepayment. Prepayment of this Note may occur at any time without penalty.



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

County Administrator  
Carri L. Brown

Clerk  
Rachel A. Elsea

## RLF PROMISSORY NOTE – Page 2

**Borrower:** Smart Start Commercial Services, LLC

**Approved Loan Amount:** \$15,000.00

**Fund Source:** Fairfield County CARES Act Recovery Assistance Revolving Loan Fund

**Prepared:** September 14, 2021

### SECTION II. REPAYMENT

The principal disbursed and interest shall be paid as follows:

1. Payments. The first payment under this Promissory Note shall be due on December 1, 2021 and shall include principal and interest from the date of loan closing. The Borrower(s) shall commence making monthly payments in accordance with an amortization schedule attached to the loan agreement and to this Promissory Note, a copy of which amortization table is attached hereto and incorporated herein. For the 60-month term of the loan, the borrower shall repay principal and interest monthly as set forth in said amortization schedule. All monthly payments shall be due on the first day of each month following December 1, 2021. Monthly payments of principal and interest shall continue so that the remaining balance of principal and interest shall be paid in full not later than December 1, 2026.

2. Upon Sale or Refinancing. The entire balance of the outstanding principal of this loan and all accrued unpaid interest thereon shall become immediately due and payable upon the bankruptcy, reorganization, syndication, dissolution, or liquidation of Borrower, at 218 England St., Pickerington, OH 43147 or upon the sale of any of the equipment purchased with the proceeds of this Promissory Note.

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

County Administrator  
Carri L. Brown

Clerk  
Rachel A. Elsea

## RLF PROMISSORY NOTE – Page 3

**Borrower:** Smart Start Commercial Services, LLC

**Approved Loan Amount:** \$15,000.00

**Fund Source:** Fairfield County CARES Act Recovery Assistance Revolving Loan Fund

**Prepared:** September 14, 2021

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

### SECTION III. LIABILITY

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

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

County Administrator  
Carri L. Brown

Clerk  
Rachel A. Elsea

## RLF PROMISSORY NOTE – Page 4

**Borrower:** Smart Start Commercial Services, LLC

**Approved Loan Amount:** \$15,000.00

**Fund Source:** Fairfield County CARES Act Recovery Assistance Revolving Loan Fund

**Prepared:** September 14, 2021

### SECTION IV. CERTIFICATION

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

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

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

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



## BOARD OF COMMISSIONERS

### Commissioners

Steven A. Davis

Jeffrey M. Fix

David L. Levacy

### County Administrator

Carri L. Brown

### Clerk

Rachel A. Elsea

## RLF PROMISSORY NOTE – Page 5

**Borrower:** Smart Start Commercial Services, LLC

**Approved Loan Amount:** \$15,000.00

**Fund Source:** Fairfield County CARES Act Recovery Assistance Revolving Loan Fund

**Prepared:** September 14, 2021

### Smart Start Commercial Services A Limited Liability Company

\_\_\_\_\_  
Velekia March, Owner

Approved as to form:

\_\_\_\_\_  
Josh Horacek, Assistant Prosecutor  
Fairfield County, Ohio

\_\_\_\_\_  
Velekia March, Individually

### ATTACHMENT: AMORITIZATION SCHEDULE

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

SERVE • CONNECT • PROTECT





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

County Administrator  
Carri L. Brown

Clerk  
Rachel A. Elsea

## PERSONAL GUARANTEE – Page 1

**Borrower:** Smart Start Commercial Services, LLC

**Approved Loan Amount:** \$15,000.00

**Fund Source:** Fairfield County CARES Act Recovery Assistance Revolving Loan Fund

**Prepared:** September 14, 2021

FOR VALUE RECEIVED on September 14, 2021 from and as an inducement to Fairfield County, Ohio (“Lender”) to loan certain funds (the “indebtedness”) to **Smart Start Commercial Services, LLC**, a limited liability company, (“Borrower”) in which **Velekia March** (hereinafter referred to as “Guarantor”) hereby absolutely and unconditionally guarantee all obligations of the Borrower to Lender pursuant to this Agreement.

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

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

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



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

County Administrator  
Carri L. Brown

Clerk  
Rachel A. Elsea

## PERSONAL GUARANTEE – Page 2

**Borrower:** Smart Start Commercial Services, LLC

**Approved Loan Amount:** \$15,000.00

**Fund Source:** Fairfield County CARES Act Recovery Assistance Revolving Loan Fund

**Prepared:** September 14, 2021

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

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

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



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

County Administrator  
Carri L. Brown

Clerk  
Rachel A. Elsea

## PERSONAL GUARANTEE – Page 3

**Borrower:** Smart Start Commercial Services, LLC

**Approved Loan Amount:** \$15,000.00

**Fund Source:** Fairfield County CARES Act Recovery Assistance Revolving Loan Fund

**Prepared:** September 14, 2021

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

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

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

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

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

**THIS AREA LEFT INTENTIONALLY BLANK**

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



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

County Administrator  
Carri L. Brown

Clerk  
Rachel A. Elsea

## PERSONAL GUARANTEE – Page 4

**Borrower:** Smart Start Commercial Services, LLC

**Approved Loan Amount:** \$15,000.00

**Fund Source:** Fairfield County CARES Act Recovery Assistance Revolving Loan Fund

**Prepared:** September 14, 2021

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

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

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

GUARANTOR:

---

Velekia March

In Her Individual Capacity

Prosecutor's Approval Page

Resolution No.

A resolution to approve the recommendation of the Fairfield County Revolving Loan Fund Loan Review Committee to fund Smart Start Commercial Services as a Fairfield County CARES ACT Recovery Assistance Revolving Loan Fund project. [Economic and Workforce Development]

(Fairfield County Economic & Workforce Development)

Approved as to form on 9/10/2021 9:24:18 AM by Thomas Lininger,



Signature Page

Resolution No. 2021-09.14.h

A resolution to approve the recommendation of the Fairfield County Revolving Loan Fund Loan Review Committee to fund Smart Start Commercial Services as a Fairfield County CARES ACT Recovery Assistance Revolving Loan Fund project. [Economic and Workforce Development]

(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.



Rachel Elsea  
Board of County Commissioners  
Fairfield County, Ohio

Signature Page

Resolution No. 2023-11.14.f

A resolution to approve the recommendation for the RLF loan for Smart Start Commercial Services, LLC to be written off.

(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:

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

Aye  
Absent  
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.



Bennett Niceswanger  
Board of County Commissioners  
Fairfield County, Ohio

**A resolution to appropriate from unappropriated in a major expenditure object category County Engineer 2024-Motor Vehicle for contractual services.**

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

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

---

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

---

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

\$20,000.00          16202401-Contractual Services

---

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

16202401-530000          \$20,000.00

Prepared by: Julie Huggins  
cc: Engineer

Signature Page

Resolution No. 2023-11.14.g

A resolution to appropriate from unappropriated in a major expenditure object category County Engineer 2024-Motor Vehicle for contractual services.

(Fairfield County Engineer)

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

Voting:

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

Aye  
Absent  
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.



Bennett Niceswanger  
Board of County Commissioners  
Fairfield County, Ohio

**A resolution to appropriate from unappropriated in a major expenditure object category County Engineer 2024-Motor Vehicle for equipment**

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

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

---

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

---

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

\$25,000.00          16202403-Capital Outlay

---

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

16202403-574000          \$25,000.00

Prepared by: Julie Huggins  
cc: Engineer



Signature Page

Resolution No. 2023-11.14.h

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

(Fairfield County Engineer)

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

Voting:

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

Aye  
Absent  
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.



Bennett Niceswanger  
Board of County Commissioners  
Fairfield County, Ohio

**A resolution to request for appropriations for additional unanticipated receipts of Memo receipts and memo expenses for fund 2050 for annual inspections in various subdivisions as of 11/03/2023.**

**WHEREAS,** The Fairfield County Engineer has been expending funds from the Motor Vehicle fund for administrative costs attributable to the drainage repairs; and

**WHEREAS,** The Drainage Maintenance fund has received funds from the assessments to cover these administrative costs which have been deposited into the drainage maintenance fund as required; and

**WHEREAS,** it is necessary for the Motor Vehicle fund to recover the costs of these administrative and supply expenses from the drainage maintenance fund; and

---

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

---

**Section 1.** Request that the Fairfield County Board of Commissioner Appropriate from Unappropriated funds in the amount of \$8823.66 into the following category:

\$424.90	30205700-Contractual Services
\$80.50	30235000-Contractual Services
\$80.68	30245000-Contractual Services
\$755.79	30246400-Contractual Services
\$102.25	30246700-Contractual Services
\$99.38	30249300-Contractual Services
\$91.70	30249600-Contractual Services
\$1,039.89	30260500-Contractual Services
\$147.32	30260800-Contractual Services
\$192.40	30265900-Contractual Services
\$102.25	30269300-Contractual Services
\$743.69	30269600-Contractual Services
\$367.72	30280500-Contractual Services
\$1,060.44	30281000-Contractual Services
\$80.50	30281100-Contractual Services
\$256.05	30281500-Contractual Services

**A resolution to request for appropriations for additional unanticipated receipts of Memo receipts and memo expenses for fund 2050 for annual inspections in various subdivisions as of 11/03/2023.**

\$427.58	30281900-Contractual Services
\$420.62	30282700-Contractual Services
\$518.46	30282900-Contractual Services
\$603.31	30283000-Contractual Services
\$102.25	30283100-Contractual Services
\$807.36	30283200-Contractual Services
\$318.62	30283700-Contractual Services

**Section 2.** The County Commissioners approve the following expenditure and request the Fairfield County Auditor accomplish the transaction by making the following memo expenditure, impacting appropriation as if a regular County Auditor warrant, reimbursing the Motor Vehicle fund for administrative and supply expenses incurred.

**Memo Receipt as reference:**

16202401-434000      \$8,823.66

**Memo Expenditure as referenced:**

Vendor: Fairfield County Engineer's Office  
 Amount: \$8,823.66  
 Paid: 11/03/2023

\$424.90	30205700-543000
\$80.50	30235000-543000
\$80.68	30245000-543000
\$755.79	30246400-543000
\$102.25	30246700-543000
\$99.38	30249300-543000
\$91.70	30249600-543000
\$1,039.89	30260500-543000
\$147.32	30260800-543000
\$192.40	30265900-543000
\$102.25	30269300-543000
\$743.69	30269600-543000
\$367.72	30280500-543000

**A resolution to request for appropriations for additional unanticipated receipts of Memo receipts and memo expenses for fund 2050 for annual inspections in various subdivisions as of 11/03/2023.**

\$1,060.44	30281000-543000
\$80.50	30281100-543000
\$256.05	30281500-543000
\$427.58	30281900-543000
\$420.62	30282700-543000
\$518.46	30282900-543000
\$603.31	30283000-543000
\$102.25	30283100-543000
\$807.36	30283200-543000
\$318.62	30283700-543000

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**For Auditor's Office Use Only:  
Section 1.**

\$424.90	30205700-543000
\$80.50	30235000-543000
\$80.68	30245000-543000
\$755.79	30246400-543000
\$102.25	30246700-543000
\$99.38	30249300-543000
\$91.70	30249600-543000
\$1,039.89	30260500-543000
\$147.32	30260800-543000
\$192.40	30265900-543000
\$102.25	30269300-543000
\$743.69	30269600-543000
\$367.72	30280500-543000
\$1,060.44	30281000-543000
\$80.50	30281100-543000
\$256.05	30281500-543000
\$427.58	30281900-543000
\$420.62	30282700-543000
\$518.46	30282900-543000
\$603.31	30283000-543000
\$102.25	30283100-543000

**A resolution to request for appropriations for additional unanticipated receipts of Memo receipts and memo expenses for fund 2050 for annual inspections in various subdivisions as of 11/03/2023.**

\$807.36	30283200-543000
\$318.62	30283700-543000

**Section 2.** Issue an Amended Certificate in the amount of \$8,823.66 to credit of fund 2024

**Section 3.** Request that the Fairfield County Auditor, on behalf of the Budge Commission, update receipt line 16202401-434000 in the amount of \$8,823.66

Prepared by: Julie Huggins  
cc: Engineer



Signature Page

Resolution No. 2023-11.14.i

A resolution to request for appropriations for additional unanticipated receipts of Memo receipts and memo expenses for fund 2050 for annual inspections in various subdivisions as of 11/03/2023.

(Fairfield County Engineer)

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

Voting:

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

Aye  
Absent  
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.



Bennett Niceswanger  
Board of County Commissioners  
Fairfield County, Ohio

**A resolution authorizing the approval of an advance from the General Fund to Safe Communities sub-fund #8195 org. 60819522 Family Adult Children First Council.**

**WHEREAS,** an advance of allocations is necessary in the amount of \$44,974.00 for the purpose of paying contractors; and

**WHEREAS,** grant monies will be requested after expensed; and

**WHEREAS,** said advance shall be repaid to the General Fund when monies are received.

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

**Section 1.** Request that the Fairfield County Auditor make the following advance:

DEBIT        1001 090000 General Fund Advance <\$44,974.00>

CREDIT      8195 223001 SAFE COMMUNITIES        \$44,974.00

**Section 2.** Request that the advance be paid back to the General Fund, no later than November 15, 2024.

Prepared by: Annette Mash-Smith, Fiscal Specialist on behalf of FCFC



Agency:	Fairfield County Family, Adult and Children First Council
Grant Number:	SC-2024-Fairfield County Family, -00010

## FFY 2024 Grant Information

Congratulations! Your Federal Fiscal Year (FFY) 2024 grant proposal has been approved!

The full PDF of the grant can be accessed on the GRANTS Plus online grant management system by clicking the “Management Tools” link and selecting “Create Full PDF Version.” The GRANTS Plus System/PDF version, this letter and attached certificate comprise the entire executed agreement for this grant. Any concerns regarding modifications to your initial proposal must be addressed and resolved prior to the expenditure of grant funds.

Before proceeding with this agreement, a representative from your agency must complete the Pre-Claim online. Directions for completing the Pre-Claim begin on page 60 of the Grantee Manual located under the “My Training Materials” link in GRANTS Plus.

The OTSO representative assigned to this grant is Julie Karchnick and can be contacted at (614) 466-3250 or [jlkarchnick@dps.ohio.gov](mailto:jlkarchnick@dps.ohio.gov).

Please note the following **SPECIAL CONDITIONS** for FFY 2024:

- All FFY2024 grant requirements (Terms and Conditions, due dates, and individual grant requirements) will be enforced, and sub-recipients must complete the approved work plans (e.g., events, blitz enforcement hours, meetings, etc.). Failure to follow grant requirements could result in being placed in Sub-recipient on Notice status.

The staff of the OTSO looks forward to working with you to reduce traffic related fatal and serious injury crashes in Ohio.

Sincerely,

*Emily Davidson*

Emily Davidson, Director  
Ohio Traffic Safety Office



# TRAFFIC SAFETY GRANT AWARD

PRESENTED TO:	
Fairfield County Family, Adult and Children First Council	
FFY2024 Grant #:	SC-2024-Fairfield County Family, -00010
UEI Number:	MAM8KFZZ4UL5
Agency of Record:	Fairfield County

Funding of this agreement is dependent upon the availability of federal funds as appropriated and obligated by the US Department of Transportation for FFY2024. Should any change in federal funding adversely affect the Ohio Traffic Safety Office's (OTSO) ability to implement an approved agreement, the OTSO reserves the right to revise or terminate any approved grant in writing. The OTSO reserves the right to limit grant amounts at any time based on performance and/or available funding.

Catalog of Federal Domestic Assistance (CFDA)	Description	Amount	FAIN Number
20.600	State and Community Highway Safety	\$44,974.46	69A375223000040200H0 69A375233000040200H0

Authorized to Proceed Date: **October 1, 2023**

Agreement Termination Date: **September 30, 2024**

All Expenditure Reports (reimbursement claims and activity reports) for the grant must be accessed and submitted online through the GRANTS Plus system. The only costs eligible for reimbursement under this agreement are approved costs incurred within these dates.

Note: All sub-recipients must follow the Uniform Guidance, 2 C.F.R. Part 200. This agreement is to be funded under the federal grant program that begins October 1, 2023.

Emily Davidson  
Director, Ohio Traffic Safety Office

Signature Page

Resolution No. 2023-11.14.j

A resolution authorizing the approval of an advance from the General Fund to Safe Communities sub-fund #8195 org. 60819522 Family Adult Children First Council.

(Fairfield County Family and Children First Council)

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

Voting:

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

Aye  
Absent  
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.



Bennett Niceswanger  
Board of County Commissioners  
Fairfield County, Ohio



**A resolution authorizing the approval of an advance from the General Fund to Ohio Children's Trust Fund MSY sub-fund #8307 org. 60830700 . Family Adult Children First Council.**

**WHEREAS**, an advance of allocations is necessary in the amount of \$150,000.00 for the purpose of paying contractors; and

**WHEREAS**, grant monies will be requested after expensed; and

**WHEREAS**, said advance shall be repaid to the General Fund when monies are received.

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

**Section 1.** Request that the Fairfield County Auditor make the following advance:

DEBIT        1001 090000 General Fund Advance <\$150,000.00>

CREDIT       8307 223001 OCTF MSY                                \$150,000.00

**Section 2.** Request that the advance be paid back to the General Fund, no later than November 15, 2024.

Prepared by: Annette Mash-Smith Fiscal Specialist, on behalf of FCFC



## Ohio Children's Trust Fund

*Ohio's Prevent Child Abuse America Chapter*

May 30, 2023

Aundrea Cordle  
County Administrator  
Fairfield County Family, Adult, and Children First Council  
210 East Main Street  
Lancaster, Ohio 43130

Dear Mr. Hasselman:

Thank you for submitting your response to the Ohio Children's Trust Fund (OCTF) Request for Grant Application (RFGA) number OCTFR2425220002, OCTF Statewide Child Abuse and Child Neglect Prevention. I am pleased to inform you that the OCTF Board has recommended your application for award for the full amount requested of \$150,000.00.

Per the RFGA, work on this project may not begin until a grant agreement has been signed. You will receive formal notification from the Grant Manager when that approval has been obtained and work may begin. Additionally, please understand that while your organization has been recommended for an award, the award is not yet finalized, and may be subject to a protest. Protest procedures may be reviewed in the RFGA.

On behalf of this agency, thank you for your comment to serving Ohio's families. We look forward to working with you.

Sincerely,

Nicole Sillaman  
Executive Director  
Ohio Children's Trust Fund

Signature Page

Resolution No. 2023-11.14.k

A resolution authorizing the approval of an advance from the General Fund to Ohio Children's Trust Fund MSY sub-fund #8307 org. 60830700 . Family Adult Children First Council.

(Fairfield County Family and Children First Council)

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

Voting:

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

Aye  
Absent  
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.



Bennett Niceswanger  
Board of County Commissioners  
Fairfield County, Ohio

2023-11.14.I

**A resolution authorizing the approval of partial repayment of an advance to the General Fund from Fund# 7521 Family, Adult, and Children First Council**

**WHEREAS,** the Fairfield County Commissioners advanced money into the Family, Adult, and Children First Council fund 7521 to cover operational expenses until grant reimbursements were received and;

**WHEREAS,** monies have been collected and deposited to make a portion of the repayment to the Fairfield County Commissioners;

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

**Section 1a.** Request that the Fairfield County Auditor repay the following advance in the amount of \$16,200.00:

DEBIT: 8195 090001 Safe Communities Grant Advances Out – Partial Repayment of Advance \$16,200.00. (Fund 7521)

CREDIT: 1001 223000 General Fund Advances In - \$16,200.00

Prepared by: Annette Mash-Smith Fiscal Specialist on behalf of FCFC.

Signature Page

Resolution No. 2023-11.14.I

A resolution authorizing the approval of partial repayment of an advance to the General Fund from Fund# 7521 Family, Adult, and Children First Council

(Fairfield County Family and Children First Council)

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

Voting:

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

Aye  
Absent  
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.



Bennett Niceswanger  
Board of County Commissioners  
Fairfield County, Ohio



**A resolution to approve additional appropriations by appropriating from unappropriated into a major expense object category – Fund #7521 – Family Adult Children First**

**WHEREAS**, appropriate from unappropriated into major expense category of Contractual Services and major expense category of Materials and Supplies for org#60752100 is necessary for the expenses; and

**WHEREAS**, we need additional appropriations in our Contractual Services and Materials and Supplies to cover additional expenses.

---

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

---

Section 1. Request that the Fairfield County Commissioners Appropriate from Unappropriated funds in the amount of \$11,000.00 for the major expense object categories:

60752100	Materials and Supplies	\$1,000.00
60752100	Contractual Services	\$10,000.00

---

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

***Section 1.***

*60752100 560000 - \$1,000.00 Materials and Supplies*

*60752100 530000 - \$10,000.00 Contractual Services*

*Prepared by: Annette Mash-Smith Fiscal Specialist on behave of FACFC*

Signature Page

Resolution No. 2023-11.14.m

A resolution to approve additional appropriations by appropriating from unappropriated into a major expense object category – Fund #7521 – Family Adult Children First (Fairfield County Family and Children First Council)

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

Voting:

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

Aye  
Absent  
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.



Bennett Niceswanger  
Board of County Commissioners  
Fairfield County, Ohio

**A resolution to approve additional appropriations by appropriating from unappropriated into a major expense object category – Fund # 2072 – Children Services Fund - Fairfield County JFS**

**WHEREAS**, appropriate from unappropriated into major expense categories of Other for org# 12207207 is necessary for the expenses; and

---

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

---

**Section 1.** Request that the Fairfield County Commissioners appropriate from Unappropriated funds in the amount of: \$51,000 for the 12207207 major expense object category for Other services.

---

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

***Section 1.***

12207207 - 590008 - \$25,000.00 ESSA PRES.  
12207207-590009 - \$26,000.00 ESSA REUN.

Prepared by: *Annette Mash-Smith , Fiscal Specialist*

Signature Page

Resolution No. 2023-11.14.n

A resolution to approve additional appropriations by appropriating from unappropriated into a major expense object category – Fund # 2072 – Children Services Fund - Fairfield County JFS

(Fairfield County Job and Family Services)

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

Voting:

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

Aye  
Absent  
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.



Bennett Niceswanger  
Board of County Commissioners  
Fairfield County, Ohio

**A resolution to assign authority to the Director of the Fairfield County Department of Job and Family Services to serve as the designee of the Board of County Commissioners to approve inter-county adjustment agreements relating to the allocation of funds issued by the Ohio Department of Job and Family Services for specific period of time**

**WHEREAS,** The Ohio Department of Job and Family Services provides allocations of state and federal funds to the County Department of Job and Family Services; and

**WHEREAS,** The Ohio Administrative Code Section 5101:9-6-82 provides for an inter-county adjustment of any state or federal county family services agency allocation made to the County Department of Job and Family Services; and

**WHEREAS,** Such inter-county adjustments are processed in order to best meet the needs of constituents in the context of limited allowable uses of each type of fund; and

**WHEREAS,** In order to process an inter-county adjustment, a county must make such an inter-county adjustment request to the Ohio Department of Job and Family Services; and

**WHEREAS,** the request to the Ohio Department of Job and Family Services needs to include authorization from the Board of County Commissioners, and in accordance with Ohio Administrative Code Section 5101:9-6-82 (F) (2) (a), a Board of County Commissioners may assign authority to approve inter-county adjustment requests with an assignment to the county family services agency director (The County Department of Job and Family Services Director) on behalf of the county, for a specific period of time;

---

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

---

**Section 1.** The Board of County Commissioners assigns authority to the County Department Job and Family Services Director to serve as the county designee to approve the requests for inter-county adjustments from the Ohio Department of Job and Family Services from the date of this resolution through December 31, 2024, with an understanding that a summary of the adjustments that are approved are provided to the County Administrator.



## Rule 5101:9-6-82 | Inter-county adjustment of allocations.

Ohio Administrative Code / 5101:9 / Chapter 5101:9-6 | Allocations

This is an Internal Management (IM) rule governing the day-to-day staff procedures and operations within an agency.

**Effective:** April 1, 2018    **Promulgated Under:** 111.15

---

(A) The inter-county adjustment of allocations is a process for county family services agencies (CFSAs), as defined in rule 5101:9-6-50 of the Administrative Code, to facilitate inter-county allocation requests for additional and/or release of funds.

(B) Subject to the requirement of this rule, the Ohio department of job and family services (ODJFS) will execute the request to adjust allocated funds based on the completion, acceptance, and submission of the inter-county transfer budget request in the county finance information system (CFIS). Proposed transactions and final agreements regarding the adjustment of funds will be initiated and entered into by the agencies involved. ODJFS will not be a party to or participate in any proposed or final inter-county adjustment agreements with any CFSA. However, in the event there are funding problems with one or more of the funds, the director of ODJFS may limit fund sources, either partially or totally, that are available for an exchange of allocation amounts between counties.

(C) ODJFS notifies the CFSA of county allocation funding levels through subgrant notices issued through CFIS. The allocation amounts listed in the CFIS notice, less any draws against the allocation amounts, will be the maximum amount eligible for the inter-county adjustment of allocated funds.

(D) If funding level reductions or increases occur during the funding period, allocation dollar amount changes will be made proportionate to the certified allocation dollar amounts that ODJFS has on record as of the effective date for the announced funding level change.

The funding period is the period in which services are performed and/or provided. Pending adjustments will not be a factor in the calculation.

(E) Inter-county agreements can only be made between similar CFSAs. Agreements involving public assistance (PA) funds can only be made between county departments of job and family services (CDJFSs). Agreements involving public children service agency (PCSA) funds can only be made between PCSAs. Agreements involving child support enforcement agency (CSEA) funds can only be made between CSEAs.

(F) When two CFSAs agree to an inter-county transfer of funding, each CFSA shall complete the inter-county transfer budget request in CFIS which shall serve as the agreement between the county directors involved in the transaction.

(1) The director of the CFSA or another designee releasing funds is certifying the following when submitting an inter-county transfer budget request in CFIS:

(a) Sufficient funding levels remain to provide mandated services for the remainder of the funding period;

(b) If the funding source is temporary assistance for needy families (TANF), Ohio works first (OWF), medicaid, or food assistance (FA) funding, all mandated services for the remainder of the state fiscal year (SFY) will be provided, regardless of funding; and

(c) The fund release does not leave the county with an amount below the previous SFY expenditure level.

(2) A resolution passed by the board of county commissioners of each county shall be attached to the inter-county transfer budget request in CFIS.

(3) The board of county commissioners may pass a resolution:

(a) Assigning authority to the director of the CFSA to serve as their designee on behalf of the county for a specific period of time to release and/or accept funds;

(b) Assigning authority to another party to serve as designee on behalf of the county for a specific period of time to release and/or accept funds; or

(c) Agreeing to enter in the inter-county adjustment agreement with a specific county with specific amounts.

(4) The submittal of the inter-county transfer budget request in CFIS will serve as a request for allocated funds adjustment and must be received by ODJFS no later than the last date of the liquidation period of the funds being transferred.

(G) Upon the timely receipt of a properly completed inter-county transfer budget request in CFIS and county commissioner resolution(s), ODJFS will execute the requested adjustment of funds from the counties involved in the transaction.

(1) ODJFS will reduce the allocation for funds as specified on the inter-county transfer budget request in CFIS;

(2) ODJFS will increase the allocation for funds as specified on the inter-county transfer budget request in CFIS; and

(3) Upon completion of the fund-adjustment, ODJFS will notify the CFSA that revised subgrant notices are available in CFIS.

(H) The approval by ODJFS to adjust the allocation of a CFSA pursuant to this rule is for the funding and liquidation period during the fiscal year in which it is made and does not obligate ODJFS to any future allocation increase to the CFSA.

(I) Nothing in this rule should be interpreted or construed to replace, amend, or supersede the requirements of rule 5101:9-6-02 of the Administrative Code.

(J) The definitions, requirements and responsibilities contained in rule 5101:9-6-50 of the Administrative Code are applicable to this rule.

---

## Supplemental Information

**Authorized By:** 5101.161, 5101.46, 5101.02

**Amplifies:** 5162.03, 5101.02, 5101.16, 5101.161, 5101.46, 5101.54, 5107.05

**Five Year Review Date:**

**Prior Effective Dates:** 9/15/2005, 11/6/2009, 10/1/2010, 5/31/2011, 8/30/2013

Signature Page

Resolution No. 2023-11.14.o

A resolution to assign authority to the Director of the Fairfield County Department of Job and Family Services to serve as the designee of the Board of County Commissioners to approve inter-county adjustment agreements relating to the allocation of funds issued by the Ohio Department of Job and Family Services for specific period of time

(Fairfield County Job and Family Services)

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

Voting:

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

Aye  
Absent  
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.



Bennett Niceswanger  
Board of County Commissioners  
Fairfield County, Ohio



**A resolution to appropriate from unappropriated in a major expenditure object category for Juvenile Court Fund #2641 IV-E Fund.**

**WHEREAS**, additional appropriations are needed in the major expenditure object category for Fund #2641 IV-E Fund; and

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

---

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

---

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

\$47.95; 17264100, Fringe Benefits

Prepared by: Alisha Hoffman  
cc: Juvenile Court

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

**Section 1.**

17264100-521000 \$47.95

**Section 2.**

Issue and Amended Certificate in the amount of \$47.95 to the credit of fund #2641 – IV-E.

**Section 3.**

Request that the Fairfield County Auditor, on behalf of the Budget Commission, update the following receipt lines:

17264100-438019 \$47.95

Signature Page

Resolution No. 2023-11.14.p

A resolution to appropriate from unappropriated in a major expenditure object category for Juvenile Court Fund #2641 IV-E Fund.

(Fairfield County Juvenile/Probate Court)

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

Voting:

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

Aye  
Absent  
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.



Bennett Niceswanger  
Board of County Commissioners  
Fairfield County, Ohio

**A resolution approving an account-to-account transfer into a major expenditure object category.**

**WHEREAS**, appropriations are needed to cover expenses for 2023; and

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

---

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

---

**Section 1.** That the transfer of appropriations are hereby authorized as follows:

From: 23250300 Fringe Benefits \$8,500.00  
To: 23250300 Contract Services

Prepared by: Mendi Rarey  
cc: Sheriff

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

Total Transfer of Appropriations \$8,500.00

From: 23250300 526000 Workers Comp; \$8,500.00  
To: 23250300 543000 Repair & Maintenance; \$8,500.00



Signature Page

Resolution No. 2023-11.14.q

A resolution approving an account-to-account transfer into a major expenditure object category.

(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  
David L. Levacy, Vice President  
Jeffrey M. Fix

Aye  
Absent  
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.



Bennett Niceswanger  
Board of County Commissioners  
Fairfield County, Ohio

**A resolution authorizing the approval of repayment of an advance to the General Fund from Fund 2503 Police Revolving.**

**WHEREAS,** The Fairfield County Sheriff's Office requested an advance for Fund 2503 Police Revolving; and

**WHEREAS,** an advance was approved by Resolution No. 2023-8.29.s; and

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

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

**Section 1.** Request that the Fairfield County Auditor repay the following advance:

FROM: 2503 Police Revolving 23250300 090001 Fund Advances Out  
<\$40,510.00>

TO: 1001 223000 General Fund Advances In \$40,510.00

Prepared by: Elisa Dowdy  
cc: Sheriff

Signature Page

Resolution No. 2023-11.14.r

A resolution authorizing the approval of repayment of an advance to the General Fund from Fund 2503 Police Revolving.

(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  
David L. Levacy, Vice President  
Jeffrey M. Fix

Aye  
Absent  
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.



Bennett Niceswanger  
Board of County Commissioners  
Fairfield County, Ohio

**A resolution authorizing the release and satisfaction of mortgage on a PY 2016 Rehab Construction, Community Housing Impact and Preservation Program (CHIP) for Lindsay S. Lusher (Married).**

**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**, Lindsay S. Lusher (Married) has received a CHIP loan for Rehab Construction from Community Action for the property located at 313 North Main Street, Sugar Grove 43155 and a mortgage from Fairfield County was filed against said property on June 17, 2016, or Book 1712, Page 116 - 119 in the Fairfield County Recorder's Office; and,

**WHEREAS**, Lancaster-Fairfield Community Action Agency has reviewed this request and recommends that its FY 2016 mortgage be released in accordance with regulations governing the CHIP Program.

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

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**SECTION 1:** that the President of the Board of County Commissioners is hereby authorized to sign said Release and Satisfaction of Mortgage.

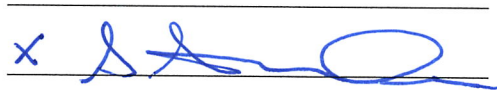
**SECTION 2:** that the Clerk of the Board is to return original signed document to Lancaster-Fairfield Community Action Agency for filing with the office of the Fairfield County Recorder and to retain copies in the official records of the Fairfield County CHIP Program.

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

## RELEASE AND SATISFACTION OF MORTGAGE

KNOWN ALL PERSON BY THESE PRESENT, THAT Steve Davis, President of Fairfield County Commissioners, for and on behalf of Fairfield County, Ohio a political subdivision of the State of Ohio, does hereby certify that terms and conditions have been satisfied for a certain Rehab Construction Mortgage, from **Lindsay S. Lusher (Married)**, located at 313 North Main Street, Sugar Grove, Ohio 43155, recorded in **Book 1712, Page 116 - 119** in the Fairfield County Recorder's Office Fairfield County Ohio has been released. The Recorder is authorized to discharge and release the same of record.

In Witness Whereof, the said Steve Davis, for and on behalf of Fairfield County, Ohio, a political subdivision of the State of Ohio, has hereunto set his/her hand this 14<sup>th</sup> day of November 2023

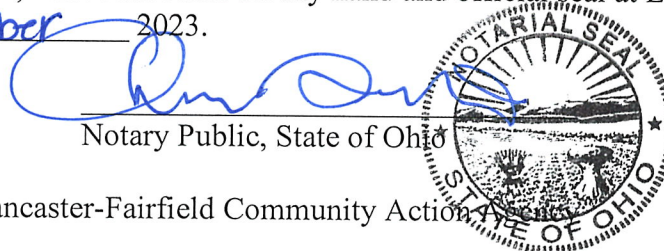
x 

Steve Davis, President, Fairfield County Commissioners  
For and on behalf of Fairfield County,  
Ohio, a political subdivision of the State  
Of Ohio

The State Of Ohio  
Fairfield County, ss.

Before me, a notary public, in and for said County, personally appeared the above named Steve Davis or and on behalf of Fairfield County, Ohio, a political subdivision of the State of Ohio, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed and the free act and deed of Fairfield County, Ohio.

**IN TESTIMONY WHEREOF**, I have hereunto set my hand and official seal at Lancaster, Ohio this 14<sup>th</sup> day of November 2023.



CHRISTINA FOSTER  
Notary Public, State of Ohio  
My Commission Expires 3.19.27

This instrument prepared by Lancaster-Fairfield Community Action

Prosecutor's Approval Page

Resolution No.

A resolution authorizing the release and satisfaction of mortgage on a PY 2016 Rehab Construction, Community Housing Impact and Preservation Program (CHIP) for Lindsay S. Lusher (Married)

(Lancaster-Fairfield Community Action Agency)

Approved as to form on 11/8/2023 11:03:58 AM by Amy Brown-Thompson,



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



Signature Page

Resolution No. 2023-11.14.s

A resolution authorizing the release and satisfaction of mortgage on a PY 2016 Rehab Construction, Community Housing Impact and Preservation Program (CHIP) for Lindsay S. Lusher (Married)

(Lancaster-Fairfield Community Action Agency)

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

Voting:

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

Aye  
Absent  
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.



Bennett Niceswanger  
Board of County Commissioners  
Fairfield County, Ohio

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

**WHEREAS,** departments that need the Board of Commissioners' approval for payment of their invoices have submitted their invoices to the County Auditor; and

**WHEREAS,** the County Auditor has submitted the cash disbursement journal for payment of invoices for the check date of November 16, 2023.

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

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

Prepared by: Auditor/Finance  
cc: Finance Office

## INVOICES BY DEPARTMENT

11/16/2023 to 11/16/2023

## Department

Check #	Check Date	Vendor #	Vendor Name	Invoice #	Invoice Date	PO #	Warrant	Line Item Description	Amount
1200			COMMISSIONERS ADMIN						
			Fund: 1001 - GENERAL FUND						
5388163	11/16/2023	77570	LANCASTER CITY AUDITOR	7/1-9/30/23	07/01/2023	23000742	C1114	muni court clerk payroll reimbursement 7/1-9/30/23	31,002.04
5388163	11/16/2023	77570	LANCASTER CITY AUDITOR	7/1/23-9/30/23	07/01/2023	23000743	C1114	muni court payroll reimbursement 7/1-9/30/23	57,432.55
TOTAL: COMMISSIONERS ADMIN									88,434.59

INVOICES BY DEPARTMENT

Department

Check #

Check Date

Vendor #

Vendor Name

Invoice #

Invoice Date

PO #

Warrant

Line Item Description

Amount

11/16/2023 to 11/16/2023

Summary Total for this report: \$88,434.59



Commissioner Steven A. Davis



Commissioner Jeffrey M. Fix

11/14/23

Date

Commissioner David L. Levacy

Signature Page

Resolution No. 2023-11.14.t

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

(Fairfield County Commissioners)

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

Voting:

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

Aye  
Absent  
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.



Bennett Niceswanger  
Board of County Commissioners  
Fairfield County, Ohio