

**Regular Meeting #5 - 2023**  
**Fairfield County Commissioners' Office**  
**February 7, 2023**

**Review Meeting**

The Commissioners met at 7:00 p.m. in the Commissioners' Hearing Room of the Historic Courthouse at 210 E. Main St., Lancaster, OH. Commissioner Davis called the meeting to order with the following Commissioners present: Jeff Fix, Dave Levacy, and Steve Davis. Also present: Aundrea Cordle, Jeff Porter, Rochelle Menningen, Bennett Niceswanger, Dr. Carri Brown, Lisa McKenzie, James Bahnsen, Branden Meyer, Judge Terre Vandervoort, Steven Darnell, Bart Hampson, Corey Clark, Dan Neeley, Jon Kochis, Tony Vogel, Rick Szabrak, Elizabeth Moe, Josh Anders, Josh Berry, Lisa Thomas, Margaret Pimpo and David Pimpo.

Attending virtually: Audrey, Shelby Hunt, and Steve.

**Welcome**

Commissioner Davis opened the meeting by welcoming everyone in attendance and thanked Judge Vandervoort for attending to provide insight into the Multi-County Juvenile Detention Center (MCJDC) arrangement. He continued by providing a summary of the MCJDC negotiations that occurred three years prior between Licking, Hocking, Perry, and Fairfield Counties. He spoke about the debt payment on the building, prior negotiations and financing of the facility, and current negotiations. The Commissioner added that the Fairfield County Auditor's Office has been providing the financial administration of the facility and had been uncompensated for that service. He further added that the new negotiations would phase in an administration fee for the Auditor's Office. He thanked Fairfield County Auditor, Dr. Carri Brown, for starting the process that would allow for the administration fee, and thanked County Administrator, Aundrea Cordle for assisting the Commissioners.

Judge Terre Vandervoort stated that first and foremost, her court must consider public safety. She stated that we are fortunate to have MCJDC in our county and to have Commissioners' support of the facility. The Judge added that her court does not use the facility unless necessary, but that it is good to have when needed.

The Commissioners thanked Judge Vandervoort for attending and for her contributions to helping youth in Fairfield County.

**Public Comments**

Josh Berry of Pleasantville thanked the Commissioners for attending the special meeting in Pleasantville the prior week. He stated that he wanted to express his concerns with the Eastern Cottontail Solar project. He spoke about farmland preservation, including his and that of relatives, and spoke of loss of farmland in Central Ohio. He added that food security is a nationwide issue and that his concerns extend beyond the appearance of the solar farms.

Lisa Thomas of Pleasantville played a self-recorded message in which she spoke about buying a home in a beautiful and peaceful place and how the prospect of a solar farm was negatively impacting every aspect of her life.

Margaret Pimpo of Pleasantville stated she believes in landowners' rights but is concerned about issues surrounding solar farms and endangered species. She stated she understands the financial temptations of selling to big companies and spoke about microclimates, ambient heat from solar panels and why farmland is being targeted.

Commissioner Davis spoke about the purpose of public comments and added that they are designed as a time for the Commissioners to listen and are intended as a safe environment, without debate, for speakers.

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**Legal Update**

Assistant Prosecuting Attorney, Steven Darnell, spoke about the Farmland Preservation cooperative agreement on the agenda that had been tabled one week earlier.

Commissioner Davis thanked Mr. Darnell for working on the agreement and asked for clarification on the changes being presented.

Mr. Darnell provided that the statement of concern had been removed by the Department of Agriculture and that no properties have been designated.

**County Administration Update**

**Week in Review**

*ARP Update*

County Administrator, Aundrea Cordle, stated that from the \$30,606,902 received as the first and second tranche of fiscal recovery funds, \$22.2M has been appropriated, \$11.3M expended, and \$4.3M encumbered or obligated.

*Governor's Executive Budget*

Ms. Cordle provided the following on the Governor's Executive Budget:

Governor Mike DeWine gave his annual "State of the State" address and announced many of his budget initiatives for the upcoming biennium. CCAO has shared the following categories that the Governor is supporting in the Executive Budget.

- Full Funding for Indigent Defense: The Office of the Public Defender will receive increased funding to fully reimburse counties for the estimated costs of indigent defense. In FY 2024, the budget adds \$22 million to the current appropriation for this purpose, and an additional \$5.8 million in FY 2025.
- Jail Construction and Renovation: The Department of Rehabilitation and Correction's new line item, 501505-Local Jail Grants, provides \$25 million in capital grants each fiscal year to local jails around the state for construction and renovation projects. These funds will supplement the \$50 million appropriation in the state capital budget.

Commissioner Davis spoke about the jail that had been constructed in 2017 and possible improvements.

- Local Government Fund: The proposal increases the Local Government Fund's share of state GRF taxes from 1.66% to 1.70%. This change will increase LGF distributions to local governments by approximately \$12 million more each year.
- Next Generation 9-1-1: The Department of Administrative Services has a new line item to support Next Generation 9-1-1 services, with an appropriation of \$28.18 million in FY 2024 and \$17.76 in FY 2025. This funding will support equipment upgrades. CCAO will work with the legislature to address funding for ongoing operating costs.
- MARCS: The Governor proposed budget allocates over \$28 million dollars in FY 2024 and over \$30 million dollars in FY 2025 to assist counties with MARCS user fees.

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- Child Care: The Governor proposed an income eligibility increase from 142% of the federal poverty level to 160% for publicly funded childcare (PFCC). It is estimated this will give more than 15,000 additional children access to PFCC. A parent of two children will be eligible for PFCC while making up to \$17.72/hour, up from \$15.73/hour today.
- Children Services: The executive budget proposes an increase of \$25 million in fiscal year 2024 and \$35 million in fiscal year 2025 for the state child protection allocation, which directly funds placement costs and administration for children services at the county level.
- Creation of a New Department of Children and Youth: Existing programs from six different agencies will be reorganized under a new with a total budget of approximately \$2.3 billion, including childcare, family and children services, and early childhood education.

Commissioner Levacy spoke on the creation of the new department.

Ms. Cordle added that the Governor is pulling the departments together so that they do not duplicate efforts. She added that they are all different agencies now and that there are a number of questions that will have to play out.

- Senior Services: The Department of Aging will receive a one-time ARPA appropriation of \$40 million for the Healthy Aging grants to help seniors stay in their homes as long as possible. These funds will flow through the commissioners who may work with Area Agencies on Aging and other local partners. Based on the department's earlier budget requests, these funds will be focused on counties without a senior services levy.
- Broadband: In FY 2024, the Department of Development budget includes several broadband deployment appropriations: \$105 million in federal funds for the Broadband Equity, Access and Deployment Program, and a \$267 million appropriation from the ARPA Capital Projects fund. In FY 2025, \$30 million will be made available from the Broadband Digital Equity Act Program.
- Infrastructure and Workforce: The ODOD budget also includes funding for a new "All Ohio Future Fund" to support infrastructure and attract new businesses, enhance business growth and retention, and encourage workforce development.

Economic and Workforce Development Director, Rick Szabrak spoke about a meeting he attended with Senator Shafer and Commissioner Fix.

Commissioner Levacy stated he spoke with Governor DeWine regarding the Workforce Center.

Commissioner Fix added had a good conversation with Senator Shaffer and that he and Representative LaRe are both supportive of the Workforce Center. The Commissioner also spoke about the CCO and its efforts regarding indigent defense.

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- H2Ohio: The Department of Natural Resources' H2Ohio line item will increase by \$10 million per year over the current level to continue improving and enhancing wetlands that significantly contribute to cleaning Ohio's waterways by restoring an additional 4,800 acres of wetlands each year. ODNR is also a partner agency in a new "H2Ohio Rivers Initiative" focusing on the restoration and improvement of all Ohio rivers and river areas across the state.
- Housing: The administration's proposal includes new tax credits for the development of low-income multifamily rental housing and for affordable single-family housing. Also, Ohioans planning to purchase a home will be able to make tax-deductible contributions to a home ownership savings account.

The review packet contains additional information on the Executive Budget and is contained in the minutes.

Commissioner Davis asked if anyone had questions, comments, or concerns regarding the State budget.

**Highlights of Resolutions**

*Administrative Approvals and Resolutions*

Ms. Cordle reported that the review packet contains a list of administrative approvals and that there are 14 resolutions for the voting meeting. She provided the following resolution of note:

- A resolution to approve signing an agreement relating to Meijer and the national opioid litigation.
- A resolution to approve a Space Use Agreement between Teenworks and the Fairfield County Commissioners.
- A resolution to approve Change Order No 2 to the Contract with Sauer for the Jail Water Project.
- A resolution to enter into the 2023 Cooperative Agreement for a funding allocation to acquire Agricultural Easements through the Clean Ohio Local Agricultural Easement Purchase Program for Fairfield County, Ohio.

**Recognition**

- County Auditor, Dr. Carri Brown thanked the County Auditor's team for their tremendous show of teamwork in supporting Pickaway, Athens, Franklin, Delaware, Butler, and Logan Counties.

**Calendar Review/Invitations Received**

Clerk to the Fairfield County Board of Commissioners, Rochelle Menningen, reviewed the following invitations and calendar items:

- BU Next, Project-Based learning Module Presentation at Berne Union Local Schools, February 9, 2023, 6:00 p.m., Berne Union High School, 506 N. Main St., Sugar Grove
- MCJDC Board of Trustees Meeting, February 10, 2023, 9:00 a.m., MCJDC, 923 Liberty Dr., Lancaster

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- MCJDC Joint Board of Commissioners, February 10, 2023, 10:30 a.m., MCJDC, 923 Liberty Dr., Lancaster
- Transit Event to Support Public Transit, February 10, 2023, 11:00 a.m.-1:00 p.m., W. Wheeling, Behind the Government Services Building, Lancaster
- Emergency Services Facility Grand Opening, February 14, 2023, 11:00 a.m., 3365 Old Columbus Rd., Carroll

Commissioner Davis stated he is looking forward to the MCJDC Joint Board of Commissioners' Meeting and that he plans to attend the transit event immediately following the MCJDC meeting.

Ms. Cordle stated the Emergency Services Facility houses the Sheriff's SWAT Team.

**Correspondence**

Rochelle Menningen, reviewed the following correspondence:

- Press Release, Fairfield County Economic and Workforce Development, February 1, 2023, "Fairfield County and Ohio State Partnering to Update Active Transportation Plan"
- Journal Entry from the Ohio Department of Taxation, Dated January 24, 2023, Re: Order to Initiate Reappraisal for Tax Year 2025
- County Commissioners Association of Ohio Legislative Alert, Dated February 1, 2023, "Governor DeWine Releases FY 2024-2025 Executive Budget Proposal that Addresses Key CCAO Priorities."
- Letter of Credit, Peoples Bank, January 31, 2023, Re: Artex Oil Company
- Newsletter, E-Link Winter 2023, Fairfield County Job and Family Services, "Hello Winter"
- Memo from County Auditor, Dr. Carri Brown, February 3, 2023, Subjects: Order to Initiate Reappraisal, Homestead Program Eligibility Requests, and DACO Partnership

*Jail Population*

Ms. Cordle stated that the jail population for January 31, 2023, was 231 with 18 of those being contracted placements, and for February 7, 2023, was 237 with 19 of those being contracted placements.

**Old Business**

Commissioner Fix stated he attended the Walnut Township Special Meeting in Pleasantville and gave his appreciation to the Walnut Township Trustees for hosting the meeting. He added that he met with a developer that would like to build an entire development of rental homes in the northwest part of the county. The Commissioner also stated he had a productive conversation with Senator Shafer and that he met with employees of the Harcum House and is impressed with the work they do.

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**New Business**

Commissioner Levacy stated he will be attending his first board meeting with the Governor's Executive Workforce Board and is looking forward to reporting back after the meeting.

Commissioner Fix stated he will be attending the OneOhio meeting, and spoke about an upcoming meeting with County Engineer, Jeremiah Upp. He also spoke about conversations taking place with MORPC and added that he is concerned that MORPC's focus is on Franklin County. The Commissioner stated he has been asked to meet with a Liberty township trustee regarding development and items that were discussed at the Housing Symposium.

Commissioner Davis stated the County is currently living in "good times" and that there are challenges and concerns the County is working on, but he considers the County to be very fortunate.

Dr. Carri Brown reported the Ohio Department of Taxation will provide the years for real property reappraisals for Ohio counties and that neighboring counties do not typically reappraise on the same year.

**Regular (Voting) Meeting**

The Commissioners met at 7:00 p.m. in the Commissioners' Hearing Room of the Historic Courthouse at 210 E. Main St., Lancaster, OH. Commissioner Davis called the meeting to order with the following Commissioners present: Jeff Fix, Dave Levacy, and Steve Davis. Also present: Aundrea Cordle, Jeff Porter, Rochelle Menningen, Bennett Niceswanger, Dr. Carri Brown, Lisa McKenzie, James Bahnsen, Branden Meyer, Judge Terre Vandervoort, Steven Darnell, Bart Hampson, Corey Clark, Dan Neeley, Jon Kochis, Tony Vogel, Rick Szabrak, Elizabeth Moe, Josh Anders, Josh Berry, Lisa Thomas, Margaret Pimpo and David Pimpo.

Attending virtually: Audrey, Shelby Hunt, and Steve.

**Pledge of Allegiance**

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

**Announcements**

There were no announcements.

**Approval of Minutes for January 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, January 31, 2023, meeting.

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**

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:

2023-02.07.a            A resolution to approve signing an agreement relating to Meijer, Inc. as presented by legal counsel for national opioid litigation.

Roll call vote of the motion resulted as follows:

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Voting aye thereon: Jeff Fix, Dave Levacy 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 Dave Levacy, the Board of Commissioners voted to approve the following resolution from the Fairfield County Clerk of Courts – Title Division:

2023-02.07.b            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 Fairfield County Economic and Workforce Development**

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 Economic and Workforce Development:

2023-02.07.c            Approval for a Space Use Agreement between Fairfield County Commissioners and TeenWorks, LLC at the Fairfield County Workforce Center.

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:

2023-02.07.d            A Resolution to Approve the Construction Drawings for the CLE-12 FAI-CR12-0.001 Clearcreek Road Bridge Replacement Project.

2023-02.07.e            A Resolution to Approve Advertising for the CLE-12 FAI-CR12-0.001 Sixteenth Road Bridge Replacement Project.

2023-02.07.f            A Resolution to Approve the Construction Drawings for the GRE-13 FAI-CR31-5.457 Coonpath Road Over a Tributary to Feters Run Bridge Replacement Project.

2023-02.07.g            A Resolution to Approve Advertising for the GRE-13 FAI-CR31-5.457 Coonpath Road Over a Tributary to Feters Run Bridge Replacement Project.

2023-02.07.h            A resolution of increase appropriations, appropriate from unappropriated, account to account and fund to fund transfer for MAD-13 bridge replacement project

2023-02.07.i            A resolution of increasing appropriations, appropriate from unappropriated, account to account and fund to fund transfer for Intersection Improvements

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2023-02.07.j      A resolution to request for appropriations for additional unanticipated receipts of memo receipts and memo expenses for fund 3445 Refugee Rd CR7-1.94

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:

2023-02.07.k      A Resolution for Approval of Change Order No. 2 to the Contract between the Sauer Inc and the Fairfield County Commissioners

Director or EMA and Facilities, Jon Kochis, anticipates this will be the last change order on this project.

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 Family, Adult and Children First Council**

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 Family, Adult and Children First Council:

2023-02.07.l      A resolution to amend the certificate, update receipt line item & request for appropriations for Fund #7521 Family Adult Children First Council

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 Soil and Water Conservation District**

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 Soil and Water Conservation District:

2023-02.07.m      A resolution to enter into the 2023 Cooperative Agreement for a funding allocation to acquire Agricultural Easements through the Clean Ohio Local Agricultural Easement Purchase Program for Fairfield County, Ohio

Commissioner Fix thanked the legal team, Jonathan Ferbrache with Soil and Water, and the Department of Agriculture for their flexibility.

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:



2023-02.07.n 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

**Adjournment**

Commissioner Davis thanked all the elected officials and department heads for joining in the evening meeting discussion.

Commissioner Levacy stated he believes what makes the County exceptional is the collaboration and cooperation of those in the County.

With no further business, on the motion of Jeff Fix and a second of Dave Levacy, the Board of Commissioners voted to adjourn at 8:07 p.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, February 14, 2023.

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

|                              |                             |                          |
|------------------------------|-----------------------------|--------------------------|
| Steven Davis<br>Commissioner | Dave Levacy<br>Commissioner | Jeff Fix<br>Commissioner |
|------------------------------|-----------------------------|--------------------------|

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# A G E N D A

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

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

County Administrator  
Aundrea N. Cordle

Deputy County Administrator  
Jeffrey D. Porter

Clerk  
Rochelle Menningen

**Tuesday, February 7, 2023**  
**7:00 p.m.**

### 1. Review

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

### 2. Welcome

### 3. Public Comments

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

### 4. Legal Update

### 5. County Administration Update

- a. Week in Review
- b. Highlights of Resolutions
- c. Budget Review
- d. Recognitions/Thank-Yous
- e. Calendar Review/ Invitations Received
  - i. BU Next, Project-Based learning Module Presentation at Berne Union Local Schools, February 9, 2023, 6:00 p.m., Berne Union High School, 506 N. Main St., Sugar Grove
  - ii. MCJDC Board of Trustees Meeting, February 10, 2023, 9:00 a.m., MCJDC, 923 Liberty Dr., Lancaster
  - iii. MCJDC Joint Board of Commissioners, February 10, 2023, 10:30 a.m., MCJDC, 923 Liberty Dr., Lancaster
  - iv. Transit Event to Support Public Transit, February 10, 2023, 11:00 a.m.-1:00 p.m., W. Wheeling, Behind the Government Services Building, Lancaster
  - v. Emergency Services Facility Grand Opening, February 14, 2023, 11:00 a.m., 3365 Old Columbus Rd., Carroll
- f. Correspondence
  - i. Press Release, Fairfield County Economic and Workforce Development, February 1, 2023, "Fairfield County and Ohio State Partnering to Update Active Transportation Plan"
  - ii. Journal Entry from the Ohio Department of Taxation, Dated January 24, 2023, Re: Order to Initiate Reappraisal for Tax Year 2025
  - iii. County Commissioners Association of Ohio Legislative Alert, Dated

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



# A G E N D A

## BOARD OF COMMISSIONERS

**Commissioners:**

Steven A. Davis

Jeffrey M. Fix

David L. Levacy

February 1, 2023, “Governor DeWine Releases FY 2024-2025 Executive Budget Proposal that Addresses Key CCAO Priorities”

**County Administrator**

Aundrea N. Cordle

iv. Letter of Credit, Peoples Bank, January 31, 2023, Re: Artex Oil Company

v. Newsletter, E-Link Winter 2023, Fairfield County Job and Family Services, “Hello Winter”

**Deputy County Administrator**

Jeffrey D. Porter

vi. Memo from County Auditor, Dr. Carri Brown, February 3, 2023, Subjects: Order to Initiate Reappraisal, Homestead Program Eligibility Requests, and DACO Partnership

**Clerk**

Rochelle Menningen

**6. Old Business****7. New Business****8. Regular (Voting) Meeting****9. Adjourn**

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

ADMINISTRATIVE AUTHORITY ITEMS  
FAIRFIELD COUNTY COMMISSIONERS' OFFICE  
JANUARY 30, 2023 TO February 05, 2023

Fairfield County Commissioners

- AA.01.31-2023.a An Administrative Approval for the payment(s) of the United Health Care (UHC) invoice for the Fairfield County Self-Funded Health Benefits Program [Commissioners]
- AA.01.31-2023.b 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 \$50,000 per invoice. [Commissioners]

Fairfield County Human Resources

- AA.02.01-2023.a An administrative approval to amend the Fairfield County Compensation Plan schedule. [Fairfield County Human Resources]
- AA.02.01-2023.b An administrative approval to approve a probationary removal for Fairfield County Job and Family Services. [Fairfield County Human Resources]

Fairfield County Utilities Department

- AA.02.02-2023.b An administrative approval of a bank transfer for the County Utilities Department [Utilities]

Lancaster-Fairfield Community Action Agency

- AA.02.02-2023.a An Administrative Approval to approve the application for funding by the Ohio EPA for the 2023 Community and Litter Grant. [Community Action]

South Central Major Crimes Unit

- AA.02.03-2023.a An Administrative Approval to authorize the Fairfield County Administrator to sign the South Central Ohio Crimes Unit Pre Award Conditions document [Sheriff - Major Crimes Unit]

**Quarters 2,3, & 4, 2021 & Quarter 1,2,3 & 4 2022 & Quarter 1 2023 – American Rescue Plan  
Fiscal Recovery Funds, as of 2.7.2023.**

From the \$30,606,902.00 received as the first and second tranche of fiscal recovery funds.  
\$22,282,908.78 has been appropriated, \$11,392,343.89 expended, \$4,357,289.70 encumbered or obligated.

| 12Project/Category               |  | As of 2/7/23<br>Appropriations | As of 2/7/23<br>Expenditure | As of 2/7/23<br>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                       |
| R17a                             | Public Health, Vaccination Clinic and Related Expenses                                 | 78,677.05                      | 66,362.57                   | 3,997.38                   |
| R17b                             | Public Health, Capital Investments and Public Facilities of the County                 | 3,254,524.02                   | 1,663,261.89                | 1,302,701.16               |
| 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)                         | 49,825.00                      | 0.00                        | 49,825.00                  |
| R19a                             | Public Safety Payroll Support  | 1,555,582.09                   | 1,152,854.69                | 0.00                       |
| R19b                             | Public Health Payroll Support  | 204,392.13                     | 185,406.39                  | 18,985.74                  |
| R19c                             | Other Public Sector Payroll Support  | 302,778.33                     | 144,596.64                  | 0.00                       |
| R110a                            | Mental and Behavioral Health   | 40,018.00                      | 0.00                        | 40,018.00                  |
| <b>Subtotal Public Health</b>    |  | <b>5,894,150.66</b>            | <b>3,614,522.20</b>         | <b>1,415,527.28</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                       |
| R211a                            | Subgrant for Tourism, Support for the Fairfield County Fair                            | 500,000.00                     | 499,996.00                  | 4.00                       |
| R211b                            | Aid to Tourism, Travel, Hospitality  | 25,000.00                      | 18,278.01                   | 1,369.39                   |

**Quarters 2,3, & 4, 2021 & Quarter 1,2,3 & 4 2022 & Quarter 1 2023 – American Rescue Plan  
Fiscal Recovery Funds, as of 2.7.2023.**

From the \$30,606,902.00 received as the first and second tranche of fiscal recovery funds.

**\$22,282,908.78 has been appropriated, \$11,392,343.89 expended, \$4,357,289.70 encumbered or obligated.**

| <b>Project/Category</b>  |   | <b>As of 2/7/23<br/>Appropriations</b> | <b>As of 2/7/23<br/>Expenditure</b> | <b>As of 2/7/23<br/>Obligation</b> |
|--|---|--|-------------------------------------|------------------------------------|
| 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                             | 99,354.84                           | 149,923.16                         |
| R213c  | Contracts for Services to Support Residents Suffering Effects of the Pandemic | 102,000.00                             | 22,540.00                           | 74,160.00                          |
| <b>Subtotal Negative Economic Impacts</b>                        |   | <b>1,852,178.00</b>                    | <b>1,441,998.72</b>                 | <b>248,804.68</b>                  |
| R310a  | Housing Support, Affordable Housing Strategic Plan                            | 39,554.00                              | 39,554.00                           | 0.00                               |
| <b>Subtotal Services Disproportionately Impacted Communities</b> |   | <b>39,554.00</b>                       | <b>39,554.00</b>                    | <b>0.00</b>                        |
| <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>                                      |   | <b>27,907.72</b>                       | <b>27,907.72</b>                    | <b>0.00</b>                        |
| <b>Infrastructure</b>  |   |  |                                     |                                    |
| R52a   | Clean Water: Centralized Collection and Conveyance, Airport                   | 598,480.00                             | 15,897.14                           | 8,946.86                           |
| R56a   | Clean Water, Stormwater   | 539,895.00                             | 139,895.00                          | 400,000.00                         |
| R511a  | Drinking Water: Transmission/Distribution, Grant Hampton                      | 1,038,515.50                           | 708,012.32                          | 236,092.68                         |
| R511b  | Drinking Water: Transmission/Distribution, Airport                            | 102,000.00                             | 0.00                                | 0.00                               |
| R511c  | Drinking Water: Transmission/Distribution, Greenfield                         | 1,900,000.00                           | 0.00                                | 0.00                               |
| R516a  | Broadband, "Last Mile" Projects   | 500,000.00                             | 0.00                                | 0.00                               |
| R517a  | Broadband, Other Projects   | 49,900.00                              | 18,365.46                           | 27,286.72                          |
| <b>Subtotal Infrastructure</b>                                   |   | <b>4,728,790.50</b>                    | <b>882,169.92</b>                   | <b>672,326.26</b>                  |

**Quarters 2,3, & 4, 2021 & Quarter 1,2,3 & 4 2022 & Quarter 1 2023 – American Rescue Plan  
Fiscal Recovery Funds, as of 2.7.2023.**

From the **\$30,606,902.00** received as the first and second tranche of fiscal recovery funds.

**\$22,282,908.78** has been appropriated, **\$11,392,343.89** expended, **\$4,357,289.70** encumbered or obligated.

| <b>Project/Category</b>        |                                     | <b>As of 2/7/23<br/>Appropriations</b> | <b>As of 2/7/23<br/>Expenditure</b> | <b>As of 2/7/23<br/>Obligation</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                             | 257,743.53                          | 142,256.47                         |
| R61c                           | Clerk of Courts Case Management     | 375,000.00                             | 0.00                                | 375,000.00                         |
| R61d                           | MARCS Tower Project                 | 520,000.00                             | 141,552.50                          | 378,447.50                         |
| R61e                           | Dispatch Consoles                   | 560,000.00                             | 143,110.75                          | 416,889.25                         |
| R61f                           | Fairfield Center Purchase           | 2,708,752.85                           | 2,708,752.85                        | 0.00                               |
| R61g                           | Fairfield Center Renovation         | 3,692,375.73                           | 1,633,256.65                        | 368,217.08                         |
| R61h                           | Community School Attendance Program | 501,137.00                             | 43,758.54                           | 0.00                               |
| R61i                           | Workforce Center Expansion          | 0.00                                   | 0.00                                | 0.00                               |
| R61j                           | Smart Growth                        | 200,000.00                             | 0.00                                | 200,000.00                         |
| <b>Revenue Loss</b>            |                                     | <b>9,327,912.08</b>                    | <b>5,159,000.14</b>                 | <b>2,020,631.48</b>                |
| <b>Administration</b>          |                                     |  |                                     |                                    |
| R71a                           | Administrative Expenses             | 412,415.82                             | 227,191.19                          | 0.00                               |
| <b>Subtotal Administration</b> |                                     | <b>412,415.82</b>                      | <b>227,191.19</b>                   | <b>0.00</b>                        |
| <b>Grand Total</b>             |                                     | <b>\$22,282,908.78</b>                 | <b>\$11,392,343.89</b>              | <b>\$4,357,289.70</b>              |
|                                |                                     |  |                                     |                                    |
|                                |                                     |  |                                     |                                    |

**Quarters 2,3, & 4, 2021 & Quarter 1,2,3 & 4 2022 & Quarter 1 2023 – American Rescue Plan Fiscal Recovery Funds, as of 2.7.2023.**

From the **\$30,606,902.00** received as the first and second tranche of fiscal recovery funds. **\$22,282,908.78** has been appropriated, **\$11,392,343.89** expended, **\$4,357,289.70** encumbered or obligated.

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

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

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

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

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





# GRAND OPENING



Fairfield County Sheriff

**Emergency Services Facility.**

*3365 Old Columbus Rd., Carroll, OH 43112*

TUESDAY, FEBRUARY 14, 2023

at 11:00 a.m.





## Board of County Commissioners

Steven A. Davis

Jeffrey M. Fix

David L. Levacy

## Fairfield County Economic Development

Rick Szabrak, Director

February 1, 2023

For Immediate Release

Contact: Anthony Iachini, 740-424-8837/ [anthony.iachini@fairfieldcountyohio.gov](mailto:anthony.iachini@fairfieldcountyohio.gov)

## Fairfield County and Ohio State Partnering to Update Active Transportation Plan

**Lancaster, Ohio** – As Fairfield County prepares for future growth, the Knowlton School of Architecture within the College of Engineering at The Ohio State University, has partnered with Mid-Ohio Regional Planning Commission (MORPC) and Fairfield County to update and revise the Fairfield County Active Transportation Plan. Residents and employees in Fairfield County are being asked to contribute their opinions on active transportation by participating in a survey at the following link: <https://go.osu.edu/fairfield-atp1>.

Active transportation is any form of transportation through human-powered means. Active transportation includes walking, running, hiking, cycling, rowing, horseback riding, skateboarding, or using walkers, wheelchairs, motorized wheelchairs, kick scooters, or roller skates. Active transportation does NOT include driving, riding the bus or train, or motorized boating. The current plan, and its June 2013 accompanying update, can be found on the county website at [Development Strategy and Land Use Plan - Fairfield County Regional Planning Commission](#).

“Active transportation is important to the growth of a community,” said Rick Szabrak, Fairfield County Economic and Workforce Development Director. “It helps attract workers who want recreational opportunities close to home and it is important for public health. This plan will help Fairfield County meet those needs.”

Over the past several months, students from The Ohio State University have been interviewing and working with local leaders and officials with the aim of addressing current and future county-wide active transportation needs. The plan will include focused recommendations for active transportation options for the Buckeye Lake Area, the City of Lancaster, and Violet Township.

As the planning process moves forward, the next steps will include public meetings where all are invited to attend. The project website can be found at: [Fairfield County Active Transportation Plan | OSU City & Regional Planning Transportation Studio](#).

After the public survey is closed, the first meeting will be held on February 8<sup>th</sup> at 6:30 PM. This meeting will be focused on the stakeholders, especially the Active Transportation Subcommittee, but will be open to the public. OSU students will facilitate the meeting and review survey results, discuss existing conditions, perform a SWOT analysis, determine goals, and identify travel generators. This meeting will be held virtually, and the Zoom link will be posted on the project website.

This will be followed by another public and stakeholder meeting on March 8<sup>th</sup> at 6:30 PM. This event will be in person and virtual with location details and virtual links provided at a later date. This meeting will evaluate draft actions and priorities and review the draft plan.

Lastly, the final plan will be presented by OSU students at the Fairfield County Commissioners Meeting in the Commissioner Meeting Room at 210 E. Main Street Lancaster, on April 11<sup>th</sup> at 9:30 AM. The public is encouraged to attend. For more information, please contact Anthony Iachini, Economic Development Coordinator with Fairfield County, at [anthony.iachini@fairfieldcountyohio.gov](mailto:anthony.iachini@fairfieldcountyohio.gov).

###



Department of  
Taxation

Office of the Tax Commissioner  
4485 Northland Ridge Blvd. • Columbus, OH 43229

JOURNAL  
ENTRY

Date:

JAN 24 2023

The Honorable Carri L. Brown  
Fairfield County Auditor  
210 E. Main Street, CH  
Lancaster, Ohio 43130

Entry Number: 23-01-0029

Re: Order to Initiate Reappraisal for Tax Year 2025

Under the provisions of R.C. 5715.33 and 5715.34, the Tax Commissioner hereby orders the Fairfield County Auditor to reassess and reappraise all real property in Fairfield County for tax year 2025.

The auditor shall commence the reappraisal within sixty days after receipt of this entry and shall conduct the reappraisal in the manner provided by law and by the rules and regulations prescribed and issued by the Department of Taxation. The auditor is further ordered to complete the reappraisal and reassessment by March 31, 2025, and to enter the revised assessed values of real property on the tax list created for tax year 2025.

This order shall not be affected by any succession to the office of Auditor of Fairfield County and shall be sent to the Auditor by certified mail, return receipt requested. A copy of this order will also be sent to the County Treasurer, the County Prosecutor, and the Board of County Commissioners of Fairfield County, Ohio.

I CERTIFY THAT THIS IS A TRUE AND ACCURATE COPY OF THE  
ENTRY RECORDED IN THE TAX COMMISSIONER'S JOURNAL

SARAH O'LEARY  
TAX COMMISSIONER

/s/ Sarah O'Leary

Sarah O'Leary  
Tax Commissioner

SW/cmp



February 01, 2023



## CCAO LEGISLATIVE ALERT

February 1, 2023

### **Governor DeWine Releases FY 2024-2025 Executive Budget Proposal that addresses key CCAO priorities**

This morning, the DeWine-Husted Administration released its initial proposal for the biennial operating budget. The plan will be drafted as legislation and then introduced in the Ohio House of Representatives in the coming weeks. The budget includes support for many of CCAOs policy priorities, reflecting the strong support that the governor has historically shown for county government. The CCAO Policy Team will continue to dive into the details in the coming days, but some of the highlights include:

**Full Funding for Indigent Defense:** The Office of the Public Defender will receive increased funding to fully reimburse counties for the estimated costs of indigent defense. In FY 2024, the budget adds \$22 million to the current appropriation for this purpose, and an additional \$5.8 million in FY 2025.

**Jail Construction and Renovation:** The Department of Rehabilitation and Correction's new line item, 501505-Local Jail Grants, provides \$25 million in capital grants each fiscal year to local jails around the state for construction and renovation projects. These funds will supplement the \$50 million appropriation in the state capital budget.

**Local Government Fund:** The proposal increases the Local Government Fund's share of state GRF taxes from 1.66% to 1.70%. This change will increase LGF distributions to local governments by approximately \$12 million more each year.

**Next Generation 9-1-1:** The Department of Administrative Services has a new line item to support Next Generation 9-1-1 services, with an appropriation of \$28.18 million in FY 2024 and \$17.76 in FY 2025. This funding will support equipment upgrades. CCAO will work with the legislature to address funding for ongoing operating costs.

**MARCS:** The Governor proposed budget allocates over \$28 million dollars in FY 2024 and over \$30 million dollars in FY 2025 to assist counties with MARCS user fees.

**Child Care:** The Governor proposed an income eligibility increase from 142% of the federal poverty level to 160% for publicly funded child care (PFCC). It is estimated this will give more than 15,000 additional children access to PFCC. A parent of two children will be eligible for PFCC while making up to \$17.72/hour, up from \$15.73/hour today.

**Children Services:** The executive budget proposes an increase of \$25 million in fiscal year 2024 and \$35 million in fiscal year 2025 for the state child protection allocation, which directly funds placement costs and administration for children services at the county level.

**Creation of a New Department of Children and Youth:** Existing programs from six different agencies will be reorganized under a new with a total budget of approximately \$2.3 billion, including child care, family and children services, and early childhood education.

**Senior Services:** The Department of Aging will receive a one-time ARPA appropriation of \$40 million for the Healthy Aging grants to help seniors stay in their homes as long as possible. These funds will flow through the commissioners who may work with Area Agencies on Aging and other local partners. Based on the department's earlier budget requests, these funds will be focused on counties without a senior services levy.

**Broadband:** In FY 2024, the Department of Development budget includes several broadband deployment appropriations: \$105 million in federal funds for the Broadband Equity, Access and Deployment Program, and a \$267 million appropriation from the ARPA Capital Projects fund. In FY 2025, \$30 million will be made available from the Broadband Digital Equity Act Program.

**Infrastructure and Workforce:** The ODOD budget also includes funding for a new "All Ohio Future Fund" to support infrastructure and attract new businesses, enhance business growth and retention, and encourage workforce development.

**H2Ohio:** The Department of Natural Resources' H2Ohio line item will increase by \$10 million per year over the current level to continue improving and enhancing wetlands that significantly contribute to cleaning Ohio's waterways by restoring an additional 4,800 acres of wetlands each year. ODNR is also a partner agency in a new "H2Ohio Rivers Initiative" focusing on the restoration and improvement of all Ohio rivers and river areas across the state.

**Housing:** The administration's proposal includes new tax credits for the development of low-income multifamily rental housing and for affordable single-family housing. Also, Ohioans planning to purchase a home will be able to make tax-deductible contributions to a home ownership savings account.

The details of the governor's proposal are available on the Ohio Office of Management and Budget [website](#).

Please take a moment to thank Governor DeWine and Lt. Governor Husted for their strong support of counties in their budget proposal. The DeWine-Husted Administration has been very responsive to CCAO requests and has addressed many of our association's priorities. Please contact your local media and governor's office regional liaisons, and express support for the budget on social media and with legislators.

Thank you for all of your advocacy efforts that led to the inclusion of CCAO priorities in the governor's budget proposal. We have a long road ahead of us until the budget is finished in late June. We look forward to working with you in the coming months to ensure that the enacted budget shows strong support for CCAO priorities.

209 East State St  
Columbus, Ohio 43215  
(614) 221-5627



138 Putnam Street  
Marietta, Ohio 45750  
740-373-3155

January 31, 2023

Fairfield County Commissioners  
210 E Main Street, #301  
Lancaster, OH 43130

RE: Letter of Credit #1055-\$50,000.  
Artex Oil Company

To Whom It May Concern:

Please be advised that Letter of Credit #1055 issued on behalf of Artex Oil Company will expire and not be extended on February 15, 2023.

Therefore, please return the original Letter of credit duly cancelled to:

Peoples Bank  
Attn: Paula Edgar  
138 Putnam ST  
Marietta, OH 45750

If you have any questions, feel free to contact me at 740-374-6125.

Very truly yours,

A handwritten signature in blue ink that reads "Shawn Taylor" followed by a stylized flourish.

Shawn Taylor  
Senior Vice President

ST/pe



# e-Link Winter 2023



Hello  
Winter

A Word of

*Welcome*



## Corey Clark

Director, Fairfield County Job and Family Services

### Hello Friends:

Happy New Year! If you're like me, this is the time of year you find yourself anxiously awaiting the arrival of Spring. There are certainly elements of Winter I enjoy but those are mostly connected to the holidays so once we turn the last page of the calendar, Spring can't get here soon enough! Here at JFS, we turn our attention from evaluating 2022 to focusing on the challenges and opportunities that lie ahead. No matter what 2023 has in store, I am confident that our talented and dedicated staff members are up to the task!

In this edition of the Job & Family Services e-Link, we recap some successes of 2022 and preview upcoming events in 2023. There is also important information about Emergency SNAP benefits coming to an end in February. These benefits were always intended to provide temporary relief during the pandemic but after three years, the discontinuation will have a significant impact on many families in our community.

I hope you will take a few moments to catch up on just a few of the things going on here at JFS. Please know how much we appreciate your support and value your partnership in serving the community in Fairfield County. As always, please don't hesitate to reach out to me with any questions or feedback.

Take care and stay warm,

**Corey Clark**

Fairfield County Job and Family Services Director



# Child Abuse Prevention Month *Awareness Breakfast*



You're invited to join the JFS Protective Services Department and other community members as we wear **BLUE** and gather together to raise awareness about child abuse and neglect.

Join us for our Awareness Breakfast  
**April 12, 2023 • 8-10 a.m.**

Life Church  
5550 Lancaster-Newark Rd. NE  
Pleasantville, OH 43148

*Together, we  
can build great  
childhoods and a  
successful  
future for the  
children in our  
community.*

# Save the Date



Fairfield County  
**Job & Family**  
Services

**November was National Adoption Month**





National Adoption Month is celebrated each November in an effort to draw attention to the continued need for adoptive families and to celebrate children who find their forever families. The Fairfield County Board of Commissioners passed a proclamation recognizing November as National Adoption Month with a theme of “Small Steps Open Doors.”

The need for adoptive families continues to be significant, both in Fairfield County and across the United States. There are more than 117,000 children nationally waiting to be adopted, including 35 children in Fairfield County. Teens make up the biggest population of children waiting for a forever family, accounting for nearly 60% of the youths in Protective Services permanent custody. There are children of all ages needing a family, though, and this need continues to exist.

On Nov. 19, Protective Services, in partnership with Fairfield County Juvenile Court, celebrated National Adoption Day with the completion of four adoptions, including a sibling group of three boys all under the age of six and a girl joining her forever family with her seven new siblings! Judge Terre Vandervoort, Magistrate Troy Sitzmann, and all of the court staff continue to be tremendous allies in the effort to find permanency for every child and their enthusiasm and involvement in this yearly celebration helps make it a success.

## CSEA New Hire Spotlight

The Child Support Enforcement Agency (CSEA) is excited to announce that the newest member of our Legal Team, Tyler Fisher, Esq., passed the Ohio Bar Exam on October 28, 2022, and was sworn in at a special session of the Supreme Court of Ohio on November 14, 2022.



Tyler graduated from Cedarville University with a B.A. degree in 2018 and from Regent University School of Law with a J.D. in 2022. Tyler's prior legal experience includes employment at the Regent University Child Advocacy Clinic, Handong International Law School, and the Cedarville University Office of the General Counsel. Born and raised in Massachusetts, and a life-long baseball fan, Tyler roots for the Boston Red Sox, but has adopted the Cincinnati Reds as his local team. Tyler and his wife Rachel welcomed their first child last summer, Elliana. The CSEA is very grateful for the hard work of Tyler, Supervising Attorney Jim Nietz, and the rest of our wonderful legal team.

## CHILD SUPPORT COLLECTIONS UPDATE

January marks the beginning of tax offset season for the Fairfield County CSEA. Tax offset is a child support enforcement tool that permits interception of a child support payor's federal and state tax refund to help repay a child support debt. Throughout the year, child support cases are automatically submitted for federal tax offset if the support balance exceeds \$500.00 and for state tax offset if the support balance exceeds \$150.00.



Once submitted for tax offset, the child support payor will receive notice of the offset from the Department of Taxation. That notice also provides a child support payor an administrative means to appeal the submission. Once ODJFS receives the intercepted funds from the Department of Taxation, it will take between 30 and 45 days for the funds to disburse to the child support case. Federal offset payments will only be used to pay past due support, whereas state offset payments will be applied first to current support, and then to the past due balance.

Payments received from a joint tax return will remain on hold with ODJFS for six months from the date received. A child support payor's spouse may want to complete and file IRS Form 8379 (Injured Spouse Allocation) which gives the payor's spouse up to six months to file an injured spouse claim if it was not filed with the initial federal tax return. The timely filing of this form will ensure that the payor's spouse's portion of the return is not disbursed to satisfy the payor's support debt.

Tax offset remains a critically important collection tool for the Fairfield County CSEA. In 2022, the Fairfield County CSEA collected \$960,888.00 in support via federal tax offset and \$105,254.00 in support via state tax offset, together accounting for nearly 5% of our annual collection base.

## SNAP EMERGENCY ALLOTMENTS ENDING

We have been informed by the United States Department of Agriculture, Food and Nutrition Services that Supplemental Nutrition Assistance Program (SNAP) emergency allotments are ending after nearly three years. The Consolidated Appropriations Act of 2023, signed into law last week, ended the authority for SNAP emergency allotments. ***The last month of emergency allotments is February 2023.***

The Families First Coronavirus Response Act allowed states to request emergency allotments (EA) for households participating in the Supplemental Nutrition Assistance Program (SNAP) until the end of either the federal public health emergency declaration or that state's declaration. As a result, the Ohio Department of Job and Family Services (ODJFS) has been providing EAs to SNAP households since March 2020:

- An individual normally entitled to the minimum allotment of \$23 per month has been receiving an additional \$258 per month to receive the maximum allotment of \$281.
- A household of three normally entitled to \$180 per month has been receiving an additional \$560 per month to receive the maximum allotment of \$740.

Due the Consolidated Appropriations Act of 2023, States can no longer issue emergency allotments after February 2023. **This means SNAP households will receive only their normal allotments beginning March 2023.** We are directly notifying all SNAP households by mail, and where possible, by phone and text.

### Federal Law Changes:

**SNAP emergency allotments end after February 2023.**

**Beginning in March 2023 you will receive only your normal monthly allotment.**

### ATTENTION SNAP RECIPIENTS:

The federal law has changed and no longer allows for SNAP emergency allotments. Your last SNAP emergency allotment will be in February 2023, and your benefits will be reduced to your normal amount beginning March 2023.

Your normal amount is the first benefit you receive each month and the emergency allotment has been the second benefit issued at the end of the month. You will continue to receive your normal amount; only the emergency allotment benefit you received at the end of each month is stopping.

**Please note that neither the Ohio Department of Job and Family Services, nor your county agency, have control over this change.** Because this is a federal law change, there are no fair hearing rights or fair hearing benefits on the ending of the SNAP emergency allotments.



Please note that neither the Ohio Department of Job and Family Services, nor the county agency, have control over this change. Because this is a federal law change, there are no fair hearing rights or fair hearing benefits on the ending of the SNAP emergency allotments.

Individuals or families who need assistance with food while transitioning back to regular monthly allotment amounts can call Fairfield 2-1-1 Information and Referral for a referral to a food pantry.

A promotional poster for 'Wear Blue on April 12'. The top left features the text 'Wear BLUE on April 12' with a blue flower icon. Below this is a blue box with the text 'We would love to "See the Blue"'. Underneath, it says 'Take a photo of yourself, your group, or company wearing blue and send it to: wearblue@fcjfs.org' with another blue flower icon. The bottom left shows a photo of a smiling family (mother, daughter, father) wearing blue shirts, with the text 'Ohio Wears BLUE' on the daughter's shirt. The top right has the Fairfield County Job & Family Services logo. The middle right says 'April is Child Abuse Prevention Month' and lists the hashtags '#OhioWearsBlue' and '#WearBlue4Kids'. The bottom right says 'WEAR BLUE on April 12 in an effort to raise awareness about child abuse and neglect.'

**Wear BLUE**  
on April 12

We would love to  
"See the Blue"

Take a photo of yourself, your group, or company wearing blue and send it to:  
[wearblue@fcjfs.org](mailto:wearblue@fcjfs.org)

**April**  
is Child Abuse Prevention Month

#OhioWearsBlue  
#WearBlue4Kids

**WEAR BLUE**  
on April 12 in an effort to raise awareness about child abuse and neglect.

Ohio Wears BLUE



Fairfield County Job and Family Services | 239 W. Main St., Lancaster, OH 43130

[Unsubscribe rochelle.menningen@fairfieldcountyohio.gov](mailto:rochelle.menningen@fairfieldcountyohio.gov)

[Update Profile](#) | [Constant Contact Data Notice](#)

Sent by [donna.stalter@jfs.ohio.gov](mailto:donna.stalter@jfs.ohio.gov) powered by

To: Fairfield County Commissioners & Staff  
From: Dr. Carri Brown, County Auditor  
Date: February 3, 2023  
Subjects: Order to Initiate Reappraisal, Homestead Program Eligibility Requests, and DACO Partnership

### **Order to Initiate Reappraisal**

The Department of Taxation has ordered the County Auditor to reassess and reappraise all real property in Fairfield County for tax year 2025. The tax lien date will be January 1, 2025, for collection in 2026.

This reappraisal involves all properties and updating the value attributes, such as size, condition, construction quality, desirability, and overall utility. Along with physically reviewing properties, appraisers will conduct a thorough review of the prior three years of sales including neighborhood analyses. Market trends provide the framework for updated appraisals. Adjustments will vary between neighborhoods based on market conditions.

We are in the process of issuing a request for proposals regarding this sexennial update. The RFP will be advertised in the media and posted on our webpages. Also, I have a Department of Taxation journal entry which shows the update schedule for all counties. Franklin County and Licking County will undergo a full reappraisal in 2023, for collections in 2024.

### **Homestead Program – Multiple New Requests for Increased Eligibility**

There has been an increase in the number of calls about the Homestead Program. At one time, for the regular Homestead Program, there was no income threshold. Now, the income eligibility is \$36,100. We have received several calls requesting all seniors and all veterans be included in the program (without income - or disability requirements for veterans). We have provided information for referrals to legislators.

### **Decorative Arts Center of Ohio - Partnership**

The Decorative Arts Center of Ohio has been a good partner for the County Auditor's Office. We have held two strategic planning events at their location, and they have volunteered to conduct ice-breakers or team events centered on the arts.

They are opening their latest exhibit: ***Flower Power: Flora in Fashion and Botany in Buttons.*** This exhibition displays artifacts in OSU's Historic Costume & Textiles Collection from several continents. Visit their website for more details: <http://www.decartsohio.org/>



REGULAR MEETING #5 - 2023  
FAIRFIELD COUNTY COMMISSIONERS' OFFICE  
FEBRUARY 07, 2023

AGENDA FOR TUESDAY, FEBRUARY 07, 2023

- 7:00 PM            Review
- Regular Meeting
- Pledge of Allegiance
- Announcements
- Approval of Minutes for January 31, 2023
- Commissioners
- 2023-02.07.a      A resolution to approve signing an agreement relating to Meijer, Inc. as  
                         presented by legal counsel for national opioid litigation. [Commissioners]
- Fairfield County Clerk of Courts- Legal Division
- 2023-02.07.b      A resolution approving an account to account transfer in a major object  
                         expense category – Clerk of Courts Title Division [Clerk of Courts- Legal]
- Fairfield County Economic & Workforce Development
- 2023-02.07.c      Approval for a Space Use Agreement between Fairfield County  
                         Commissioners and TeenWorks, LLC at the Fairfield County Workforce Center. [Economic  
                         & Workforce Development]
- Fairfield County Engineer
- 2023-02.07.d      A Resolution to Approve the Construction Drawings for the CLE-12  
                         FAI-CR12-0.001 Clearcreek Road Bridge Replacement Project. [Engineer]
- 2023-02.07.e      A Resolution to Approve Advertising for the CLE-12 FAI-CR12-0.001  
                         Sixteenth Road Bridge Replacement Project. [Engineer]
- 2023-02.07.f      A Resolution to Approve the Construction Drawings for the GRE-13  
                         FAI-CR31-5.457 Coonpath Road Over a Tributary to Fethers Run Bridge Replacement  
                         Project. [Engineer]
- 2023-02.07.g      A Resolution to Approve Advertising for the GRE-13 FAI-CR31-5.457  
                         Coonpath Road Over a Tributary to Fethers Run Bridge Replacement Project.  
                         [Engineer]
- 2023-02.07.h      A resolution of increase appropriations, appropriate from unappropriate,  
                         account to account and fund to fund transfer for MAD-13 bridge replacement  
                         project [Engineer]

- 2023-02.07.i A resolution of increasing appropriations, appropriate from unappropriate, account to account and fund to fund transfer for Intersection Improvements [Engineer]
- 2023-02.07.j A resolution to request for appropriations for additional unanticipated receipts of memo receipts and memo expenses for fund 3445 Refugee Rd CR7-1.94 [Engineer]
- Fairfield County Facilities
- 2023-02.07.k A Resolution for Approval of Change Order No. 2 to the Contract between the Sauer Inc and the Fairfield County Commissioners [Facilities]
- Fairfield County Family, Adult and Children First Council
- 2023-02.07.l A resolution to amend the certificate, update receipt line item & request for appropriations for Fund #7521 Family Adult Children First Council (FACF). [Family, Adult and Children First Council]
- Fairfield County Soil & Water
- 2023-02.07.m A resolution to enter into the 2023 Cooperative Agreement for a funding allocation to acquire Agricultural Easements through the Clean Ohio Local Agricultural Easement Purchase Program for Fairfield County, Ohio [Soil and Water Conservation District]
- Payment of Bills
- 2023-02.07.n 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 February 14, 2023, at 9:00 a.m.
- Adjourn

**Regular Meeting #4 - 2023**  
**Fairfield County Commissioners' Office**  
**January 31, 2023**

**Review Meeting**

The Commissioners met at 9:00 a.m. in the Commissioners' Hearing Room of the Historic Courthouse 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: Aundrea Cordle, Jeff Porter, Rochelle Menningen, Bennett Niceswanger, Dr. Carri Brown, Lisa McKenzie, Amy Brown-Thompson, Steven Darnell, Staci Knisley, Corey Clark, Josh Crawford, Dan Neeley, Jon Kochis, Tony Vogel, Marty Norris, Nikki Drake, Jonathan Ferbrache, Tommy Springer, and Jade Heizer.

Attending virtually: Ashley Arter, Beth Cottrell, Branden Meyer, Britney Lee, Chad Lucht, James Bahnsen, Jeff Barron, Jeremiah Upp, Jessica Murphy, Josh Troyer, Lori Hawk, Lynette Barnhart, Park, Dumitru Sabaiduc, Shelby Hunt, Stacy Hicks, Tony Howard, Jason Grubb, Brian Wolfe, Audrey, Josh Horacek, and CD Collins.

**Welcome**

Commissioner Davis opened the meeting by welcoming everyone in attendance.

**Listen & Learn**

Fairfield County Soil & Water District Manager and Engineering Technician, Nikki Drake, introduced Soil & Water Education/Wildlife Specialist, Tommy Springer, and Division of Wildlife Officer, Jade Heizer.

Mr. Springer spoke about funding for a Wildlife Specialist and Ms. Heizer's entry into her current position with the Division of Wildlife.

Ms. Heizer stated she started in 2020 and spoke about Deer Damage Permits, the relationship between Soil & Water and the Division of Wildlife, and her predecessor who was in the position for fourteen years.

Commissioner Davis inquired as to the purpose of a Deer Damage Permit.

Ms. Heizer stated that a Deer Damage Permit can be obtained outside of hunting season to destroy deer when they are damaging fields and other property.

Commissioner Fix asked about the area her position covers and what a typical workday could entail.

Ms. Heizer stated that her focus is Fairfield County and that she facilitates many programs such as "Women in the Outdoors", and is involved with outdoor education, hunters, fishers, and trackers. She added she also assists with permits to allow harvesting of animals and for keeping wildlife as pets, and she also enforces control of litter and pollution.

Commissioner Levacy asked about population control of Canadian geese and stated there are two types, migrating and non-migrating. He asked if there has been a noted decline in non-migrating Canadian geese.

Ms. Heizer replied that there is a resource guide on the Department of Wildlife's website that gives pointers to keep the geese laying their eggs in certain areas.



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Commissioner Levacy stated that the Buckeye Lake area has worked with the State on the issue and that some of the measures have been very effective. He added that geese repopulate very quickly.

County Administrator, Aundrea Cordle, stated there are issues with wildlife within the City of Lancaster.

Ms. Heizer stated that coyote and deer can both cause issues in densely populated areas.

Mr. Springer stated that the City of Lancaster has an ordinance that prohibits killing within the city limits. He added that he can issue a permit to kill but they cannot use it in the city. Mr. Springer also stated that his agency does not encourage domesticating a wild animal.

County Auditor, Dr. Carri Brown, asked if there has been an increase of racoons in the City of Lancaster.

Mr. Springer replied that the decline in the fur market has driven down the hunting and tracking of racoons which may be aiding in the increase of their population.

Commissioner Davis thanked Mr. Springer and Ms. Heizer for their report and responses to the questions.

**Public Comments**

There were no public comments.

**Legal Update**

There was no legal update.

**County Administration Update**

**Week in Review**

*ARP Update*

Ms. Cordle stated that from the \$30,607,546.77 received as the first and second tranche of fiscal recovery funds, \$22.2M has been appropriated, \$10.9M expended, and \$4.6M encumbered or obligated.

*February 7 Meeting Commission Meeting*

Ms. Cordle provided that the next Commission meeting would take place at 7:00 pm in the Commissioners' Hearing Room.

*LFCCA Rent Assistance*

Ms. Cordle reported that Lancaster-Fairfield Community Action Agency (LFCAA) has received additional funding to help income eligible, Covid-impacted renters in Fairfield County, Ohio, with past due rent and utilities. She provided the following details:

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- The agency will begin working with households in eviction court on 1/24/2023 and will start processing general applications on 2/1/2023, and due to the expected high demand for this assistance, they expect that it will take several weeks to process applications. The application packet is available at <https://www.faircaa.org/covid19> or can be picked up from LFCOA at 1743 E Main St., Lancaster, OH 43130, and that more information can be obtained by calling 740-653-4146.
- This program is limited to renters, Covid-impact homeowners who need help with mortgage payments should apply to OHFA's Save the Dream program at <https://savethedream.ohiohome.org/>.
- Homeowners who have been financially impacted by COVID and need help with utilities can apply to our OHFA funded Utility Assistance Program. Utility assistance is also available through or to our HEAP and LIHWAP programs.
- Over the past three years, LFCOA has helped over 1,500 households with over \$6,000,000 in Covid-related rent, mortgage, and utility assistance. They are excited to receive this additional funding to continue helping people in need in Fairfield County.

*Appreciation for On-Site EAP Services*

Ms. Cordle reported Juvenile Court shared that Jackie Tripp is truly a unique and talented professional and has been generous in designing programming that addresses the socio-emotional needs of their dedicated team, and that in addition to her one-on-one work with county employees, she is working with the Court's Behavioral Health team to offer a series called the Empowerment Zone: Support for the Supporters.

*Medicaid Redeterminations to Restart*

Ms. Cordle stated that Medicaid recipients will once again have their cases evaluated for continuing eligibility and that caseworkers will begin the redetermination process in March for cases that are due in that period. She further stated that if a case reviewed in March is determined not eligible, Medicaid coverage will end in April, and that this is a return to the normal Medicaid case processing that was suspended during the pandemic.

Job and Family Services Director, Corey Clark, stated this is a return to pre-pandemic procedures.

*Active Transportation Plan and Community Survey*

Ms. Cordle reported Fairfield County's existing Active Transportation Plan was initially developed in 2009 and was last updated in 2013. She added OSU's City & Regional Planning Transportation Studio is currently working with key stakeholders, including Fairfield County staff, Fairfield County's Active Transportation Sub-Committee, Central Ohio Rural Planning Organization (CORPO) staff, and the public to re-visit the Active Transportation Plan with the aim of addressing current and future county-wide active transportation needs. She also added the plan will include focused recommendations for active transportation options for the Buckeye Lake Area, the City of Lancaster, and Violet Township. Ms. Cordle stated that public input is being sought through an initial public survey and that the survey is now open and can be found at the following link: <https://go.osu.edu/fairfield-atp1>. She also stated the survey is being emailed out to multiple distribution lists, including County employees, and that there is also a social media promotion. She asked that individuals help distribute the survey to their respective organizations, employees, and communities to assist in expanding the reach and provided that the survey closes on February 6th.

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*Governor's Executive Budget*

Ms. Cordle said that Governor Mike DeWine will give his annual "State of the State" address that same day and that he would use this address to announce many of his budget initiatives for the upcoming biennium. She added that CCAO expects the actual language of the Governor's Executive Budget to be released the following day.

**Highlights of Resolutions**

*Administrative Approvals and Resolutions*

Ms. Cordle reported that the review packet contains a list of administrative approvals and that there are 21 resolutions for the voting meeting. She provided the following resolution of note:

- A resolution to enter into the 2023 Cooperative Agreement for a funding allocation to acquire Agricultural Easements through the Clean Ohio Local Agricultural Easement Purchase Program
- A Resolution Authorizing the Approval for Amendment No. 1 to a Contract between VPL Architects, Inc., and the Fairfield County Commissioners
- A Resolution for Approval of Change Order No. 1 to the Contract between the Sauer Inc and the Fairfield County Commissioners
- A resolution authorizing the approval of a contract with the Fairfield County Board of Commissioners the Fairfield County Sheriff's Office and the City of Logan and the Logan Police Department for housing prisoners in the Fairfield County Jail.
- A resolution to authorize the President of the Fairfield County Board of Commissioners to sign the Petition for the Downtown Special Improvement District (SID) renewal.
- A resolution to appropriate from unappropriated funds in a major expenditure object category for Fund# 1001, Facilities Department for an unanticipated electrical replacement at the Historic Courthouse

**Budget Review**

Budget Officer, Staci Knisley, spoke about casino revenue receipts.

Commissioner Davis spoke about the pandemic's effect on casinos and the revenue generated from them. He added that there has been an apparent return to normal regarding casinos.

Commissioner Fix stated that sports gambling may have an impact on casino revenue.

Auditor, Dr. Brown stated that her office will continue to monitor and adjust accordingly. She added that the quarterly adjustments would allow for the estimates to be closer to actual.

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**Recognition**

Ms. Cordle provided the following recognitions:

- County Auditor, Dr. Brown, thanked the Geographical Information Systems team for going the extra mile with the implementation of the public safety case management and 911 program.
- County Auditor, Dr. Brown, thanked Amy Brown Thompson for her quick response for language about the county's inability to agree to certain indemnification clauses. This proactive approach with RFPs will help save time in the future.
- County Auditor, Dr. Brown, shared appreciation from Jay Mattlin, Realtor: "Thank you for pulling this (data request) together for me! I really appreciate it. What great customer service and a quick response! This is not something you see with other counties so BRAVO to you, Noel (Sodders)! Thank you, Rachel (Elsea), for getting me connected to the right person!"

Auditor, Dr. Brown thanked Mr. Niceswanger for organizing recycling and shredding, and Jackie Tripp for being so helpful with EAP Connections.

**Calendar Review/Invitations Received**

Clerk to the Fairfield County Board of Commissioners, Rochelle Menningen, reviewed the following invitations and calendar items:

- Regional Planning Commission Meeting, February 7, 2023, 5:30 p.m., Fairfield County Records Center, 138 W. Chestnut St., Lancaster
- Commissioners' Review and Regular Meeting, February 7, 2023, 7:00 p.m., Commissioners' Hearing Room, 210 E. Main St., Lancaster
- BU Next, Project-Based Learning Module at Berne Union Local Schools to Engage Students to Conceptualize District Building, Presentation Program, February 9, 2023, 6:00 p.m., Berne Union Local Schools, 506 N. Main St., Sugar Grove
- Transit Event, February 10, 2023, 11:00 a.m.-1:00 p.m. Transit Loop Hub, W. Wheeling St., Lancaster, Behind the Government Services Building, Free Loop Bus Rides in Support of Transit
- Lancaster State of the City Address, Thursday February 23, 2023, Breakfast Begins 7:30 a.m., Program Starts at 8:00 a.m., Crossroads Event Center, 2095 W. Fair Ave., Lancaster
- United Way of Fairfield County Annual Meeting & Awards Banquet, February 28, 2023, 8:00 a.m., Olivedale Senior Center, 253 Boving Rd., Lancaster

Commissioner Davis asked if the meeting in Walnut Township was noticed by the Walnut Township Trustees.

Assistant Prosecuting Attorney, Amy Brown-Thompson, confirmed the meeting was noticed.

Commissioner Davis asked if having two or more Commissioners in attendance posed an issue.

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Ms. Brown-Thompson stated that as long as the Commissioners do not participate as members of the meeting two or more are permitted to attend.

Commissioner Davis spoke briefly about the transit event on February 10<sup>th</sup> which he planned to attend. He also spoke about the upcoming United Way Awards Banquet and that it coincided with the Commissioners meeting.

**Correspondence**

Rochelle Menningen, reviewed the following correspondence:

- CFLP Solid Waste District December 31, 2022, Financial Statement and Letter regarding Fourth Quarter Report
- Email from Clinton Davis, Executive Director Lancaster-Fairfield
- Community Action Agency, Dated January 24, 2023, Subject:
- COVID-Related Rent and Utilities Assistance Program
- Email from ADAMH containing Flyer from Mental Health America of Ohio, Dated January 25, 2023
- Email From Rachel Elsea, Auditor's Office Communication Officer, Dated January 25, 2023, Subject: Auditor's Strategic Plan Update – January 2023
- Burd, Aaron. "Fairfield County Educational Service Center Celebrates Renovated Space." Lancaster Eagle Gazette, January 26, 2023.
- Fairfield County Juvenile and Probate Court 2022 Itemized Account of Fees Report
- Report from Fairfield County Sheriff, Dated January 27, 2023, 2022 Law Enforcement Trust Fund Report Recap
- Presentation from Accenture and the Ohio Chamber of Commerce, "Blueprint for Ohio's Economic Future"
- Thank You Note from Heather O'Keefe and the Protective Services Team at Job and Family Services, to Aundrea Cordle and Staff, for Support and Donations for the Holiday Donation Drive
- Letter to Commissioners from County Resident Requesting Their Attendance at the Walnut Township February 1, 2023, Special Meeting
- One Columbus/Mid-Ohio Regional Planning Commission Drafts for Fairfield County's Competitive Advantage Projects: Basil Western Road Improvements; East Side Industrial Connector; Far East Freeway; I-70 to US 33 Connector; and Southeast US 33 Corridor
- Memo from County Auditor, Dr. Carri Brown, Dated January 28, 2023, Subjects: Legal Descriptions of Property, Dog Registration Deadline, Earned Income Tax Credit Awareness Day, Strategic Plan Update, Support for Employees, and the February Map of the Month Availability
- Press Release, Berne Union Local Schools, Dated November 8, 2022, "Innovative Program at Berne Union Challenges Students to Design "Next" Berne Union School Building"
- Flyer, Ohio Loves Transit Event, Free Fares on Loop Buses on February 10, 2023
- Fairfield County Active Transportation Planning Committee Survey

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*Jail Population*

Ms. Cordle stated that the jail population for January 24, 2023, was 239 with 22 of those being contracted placements, and for January 31, 2023, was 231 with 18 of those being contracted placements.

**Old Business**

Commissioner Davis spoke about the Mid-Ohio Development Exchange meeting the previous week at the Workforce Center. He added that the presentations were very well done and commended the President of the Ohio Chamber of Commerce, Steve Stivers, for his engaging discussion. He also spoke about the administrative process with RLS and their impending proposal.

Commissioner Levacy stated he also attended the meeting with Steve Stivers and agreed that the presenters did a good job.

Commissioner Fix spoke about attending a meeting for the Economic Development Land Use Plan Steering Committee and stated people have done a great job of reaching out to stakeholders.

**New Business**

Commissioner Davis spoke about the Polar Plunge event at Buckeye Lake over the weekend and added that he had learned a lot about the history of the event and commended United Way for their continued success of the event.

Deputy County Administrator, Jeff Porter, stated he is wrapping up the end of his year as President of United Way and spoke about his jump in the 2023 Polar Plunge.

Commissioner Levacy stated that the Polar Plunge originated in the 1970's.

Dr. Brown highlighted some statistics from the strategic plan for the Auditor's Office and spoke about the February Map of the Month. She also stated that the deadline for obtaining dog licenses would be extended one day, to February 1, 2023.

**Regular (Voting) Meeting**

The Commissioners met at 9:00 a.m. in the Commissioners' Hearing Room of the Historic Courthouse 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: Aundrea Cordle, Jeff Porter, Rochelle Menningen, Bennett Niceswanger, Dr. Carri Brown, Lisa McKenzie, Amy Brown-Thompson, Steven Darnell, Staci Knisley, Corey Clark, Josh Crawford, Dan Neeley, Jon Kochis, Tony Vogel, Marty Norris, Nikki Drake, Jonathan Ferbrache, Tommy Springer, and Jade Heizer.

Attending virtually: Ashley Arter, Beth Cottrell, Branden Meyer, Britney Lee, Chad Lucht, James Bahnsen, Jeff Barron, Jeremiah Upp, Jessica Murphy, Josh Troyer, Lori Hawk, Lynette Barnhart, Park, Dumitru Sabaiduc, Shelby Hunt, Stacy Hicks, Tony Howard, Jason Grubb, Brian Wolfe, Audrey, Josh Horacek, and CD Collins.

**Pledge of Allegiance**

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

**Regular Meeting #4 - 2023  
Fairfield County Commissioners' Office  
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**Announcements**

There were no announcements.

**Approval of Regular Minutes for January 24, 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 January 24, 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**

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:

- |              |  |
|--------------|--|
| 2023-01.31.a | A resolution to authorize the President of the Fairfield County Board of Commissioners to sign the Petition for the Downtown Special Improvement District (SID) renewal.   |
| 2023-01.31.b | A resolution authorizing the approval of repayment of 3 advances to the General Fund. 1 - Fund# 2788 sub fund 8270 FY2020 CHIP Target Program. 2 - Fund# 2788 sub fund 8258 FY2020 CDBG. 3 – Fund #2788 sub fund 8257 FY2020 CDBG. |
| 2023-01.31.c | A resolution to appropriate from unappropriated into a major expenditure object category for Debt Service Fund# 4851, County Building Improvement Debt.  |
| 2023-01.31.d | A resolution to appropriate from unappropriated funds in a major expenditure object category for Fund# 1001, Facilities Department.  |

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:

- |              |   |
|--------------|---|
| 2023-01.31.e | A resolution to appropriate from unappropriated in a major expenditure object category Fairfield County Common Pleas County Probation Fund 2365 |
|--------------|---|

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 Emergency Management Agency**

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 Emergency Management Agency:

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2023-01.31.f      A resolution to appropriate from unappropriated in a major expenditure object category EMA Funds

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:

2023-01.31.g      A resolution to approve an Agreement between Fairfield County and CTL Engineering, Inc.

2023-01.31.h      A Resolution to Approve Advertising for the WAL-31 FAI-CR11-3.211 Canal Road Bridge Replacement Project.

2023-01.31.i      A Resolution to Approve the Construction Drawings for the WAL-31 FAI-CR11-3.211 Canal Road Bridge Replacement Project.

2023-01.31.j      A resolution to appropriate from unappropriated in a major expenditure object category County Engineer 2024-Motor Vehicle for contractual services.

2023-01.31.k      A resolution to appropriate from unappropriated in a major expenditure object category County Engineer 2024-Motor Vehicle for materials & supplies

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 Facilities**

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 Facilities:

2023-01.31.l      A Resolution Authorizing the Approval for Amendment No. 2 to a Contract between VPL Architects, Inc., and the Fairfield County Commissioners

2023-01.31.m      A Resolution for Approval of Change Order No. 1 to the Contract between the Sauer Inc and the Fairfield County Commissioners

EMA and Facilities Director, Jon Kochis, spoke about the electrical panel in the Administrative Courthouse dating back to the 1960's, and added that parts were last manufactured for the panel in the 1980's. He also added that it will take forty-two weeks to receive new panels once they are ordered.

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 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 resolution from Fairfield County Job and Family Services:

2023-01.31.n      A resolution regarding a Purchase of Service Contract between Forensic Fluids Laboratories, Inc. and Job & Family Services

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 Juvenile and Probate Court**

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 Juvenile and Probate Court:

2023-01.31.o      A resolution authorizing the purchase of a 2022 Chrysler Voyager LX from Mobility Works for the use of transportation of the elderly to and from appointments and to move those who are facing evictions.

2023-01.31.p      A resolution to approve additional appropriations by appropriating from unappropriated into a major expense object category – Fund #2036 Department of Youth Services (reclaim) Fund

Administrator Cordle stated the vehicle purchase in resolution 2023-01.31.o involved ARP funding and was delayed due to Probate Court's difficulties finding an available vehicle.

Commissioner Davis stated he would like to have a plan in place to aid if an ARP funding recipient has timing or compliance issues.

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:

2023-01.31.q      A resolution authorizing the approval of an update to the original contract with Tyler Tech and the Fairfield County Sheriff's Office.

2023-01.31.r      A resolution authorizing the approval of a service agreement by and between Fairfield County Sheriff's Office and the Township of Violet.

2023-01.31.s      A resolution authorizing the approval of a contract with the Fairfield County Board of Commissioners (Fairfield BCC), the Fairfield County Sheriff's Office (Fairfield Sheriff) and the City of Logan and the Logan Police Department for housing prisoners in the Fairfield County Jail

Administrator Cordle stated the Sheriff's resolution is also for an ARP funded project and that the county can expect to see increased costs across various projects.

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 the Fairfield County Soil and Water Conservancy District**

On the motion of Jeff Fix and the second of Dave Levacy, the Board of Commissioners voted to **table** the following resolution from the Fairfield County Soil and Water Conservancy District:

2023-01.31.t      An Administrative Approval to enter into the 2023 Cooperative Agreement for a funding allocation to acquire Agricultural Easements through the Clean Ohio Local Agricultural Easement Purchase Program for Fairfield County, Ohio

Commissioner Fix stated there is language included in the agreement that should be adjusted and suggested tabling the resolution to enable Soil and Water to work with the State to revise the language.

Commissioner Davis stated the commission is not opposed to farmland preservation and that the commission continues to monitor workforce training, housing, and transit issues.

Soil & Water Resource Specialist, Johnathan Ferbrache, stated that the agency is aligning proposed parcels with the county's land use plan.

Roll call vote of the motion to table resolution 2023-01.31.t 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:

2023-01.31.u      A resolution authorizing the approval of payments of the vouchers without appropriate carry-over purchase orders and the cash disbursement for all departments that are approved by the Commissioners.

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

**Executive Session**

On the motion of Jeff Fix and the second of Dave Levacy, the Board of Commissioners voted at 10:05 a.m. to move to Executive Session to discuss pending litigation, following a five-minute recess.

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 leave Executive Session at 10:17 a.m.

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 a second of Dave Levacy, the Board of Commissioners voted to adjourn at 10:17 a.m.



**A resolution to approve signing an agreement relating to Meijer, Inc. as presented by legal counsel for national opioid litigation.**

**WHEREAS,** Fairfield County, Ohio, is a county formed and organized pursuant to the Constitution and laws of the State of Ohio; and

**WHEREAS,** the people of the State of Ohio and its communities have been harmed by misfeasance, nonfeasance and malfeasance committed by certain entities within the Opioid Pharmaceutical Supply Chain; and

**WHEREAS,** the State of Ohio, through its Attorney General, and certain Local Governments, through their elected representatives and counsel, are separately engaged in litigation seeking to hold Opioid Pharmaceutical Companies accountable for the damage caused by their misfeasance, nonfeasance and malfeasance; and

**WHEREAS,** the State of Ohio, through its Governor and Attorney General, and its Local Governments share a common desire to abate and alleviate the impacts of that misfeasance, nonfeasance and malfeasance throughout the State of Ohio; and

**WHEREAS,** the State and its Local Governments, subject to completing formal documents effectuating the Parties Agreements, have drafted and Fairfield County has adopted, and hereby reaffirms its adoption of, a OneOhio Memorandum of Understanding ("MOU") relating to the allocation and the use of the proceeds of any potential settlements described; and

**WHEREAS,** the MOU has been collaboratively drafted to maintain all individual claims while allowing the State and Local Governments to cooperate in exploring all possible means of resolution; and

**WHEREAS,** the Board of Commissioners understands that an additional purpose of the MOU is to create an effective means of distributing any potential settlement funds obtained under the MOU between the State of Ohio and Local Governments in a manner and means that would promote an effective and meaningful use of the funds in abating the opioid epidemic throughout Ohio, as well as to permit collaboration and explore potentially effectuation earlier resolution of the Opioid Litigation against Opioid Pharmaceutical Companies; and

**A resolution to approve signing an agreement relating to Meijer, Inc. as presented by legal counsel for national opioid litigation.**

**WHEREAS**, nothing in the MOU binds any party to a specific outcome, but rather, any resolution under the MOU requires acceptance by the State of Ohio and the Local Governments; and

**WHEREAS**, a settlement proposal is being presented to the State of Ohio and Local Governments by Meijer, Inc. to resolve governmental entity claims in the State of Ohio using the structure of the OneOhio MOU and consistent with the material terms of the January 5, 2023 proposed Settlement Agreement; and

**WHEREAS**, the Fairfield County Board of Commissioners wishes to agree to the material terms of the proposed National Settlement Agreement with the Proposed Settlement and to sign the attached agreement as presented by legal counsel;

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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 Fairfield County Board of Commissioners hereby authorizes itself to sign the attached agreement relating to Meijer, Inc. as presented by legal counsel.

**Section 2.** That it is found and determined that all formal actions of the Commission relating to the adoption of this resolution were adopted in an open meeting of this Commission, and that all deliberations of this Commission and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements.

EXHIBIT 1 to Meijer Settlement Agreement

Meijer Settlement Participation Agreement

Governmental Entity:

State:

Authorized Official:

Address 1:

Address 2:

City, State, Zip:

Phone:

Email:

The governmental entity identified above (“Governmental Entity”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Meijer Settlement Agreement (Exhibit B to the Binding Term Sheet effective as of November 16, 2022, between Meijer and Plaintiffs’ Counsel), and acting through the undersigned authorized official, hereby elects to participate in the Meijer Settlement Agreement and release all Released Claims against all Released Entities,<sup>1</sup> and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Meijer Settlement Agreement, understands all terms in the Meijer Settlement Agreement, and agrees that by the Meijer Settlement Agreement, the Governmental Entity elects to become a Releasor as defined therein.
2. The Governmental Entity shall promptly, and in any event within 7 business days of the Effective Date and payment of the settlement funds dismiss with prejudice any Released Claims that it has filed.
3. The Governmental Entity agrees to the terms of the Meijer Settlement Agreement pertaining to Releasors as defined therein.
4. The Governmental Entity has the right to enforce the Meijer Settlement Agreement as provided therein.
5. The Governmental Entity, as a Party to the Meijer Settlement Agreement, hereby becomes a Releasor for all purposes in the Meijer Settlement Agreement, including but not limited to all provisions of Section 5 of the Meijer Settlement Agreement (Release), and along with all

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<sup>1</sup> Capitalized terms shall have the same meaning as in the Meijer Settlement Agreement.

departments, agencies, divisions, boards, commissions, subdivisions, districts, corporations, courts, institutes, offices, instrumentalities of any kind, attorneys, and any entities over which such Governmental Entity exercises governing, fiscal, or budgetary authority or control, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Meijer Settlement Agreement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Meijer Settlement Agreement shall be a complete bar to any Released Claim.

6. Nothing herein is intended to modify in any way the terms of the Meijer Settlement Agreement, to which the Governmental Entity hereby agrees. To the extent this form is interpreted differently from the Meijer Settlement Agreement in any respect, the Meijer Settlement Agreement controls.

IN WITNESS WHEREOF, this Meijer Settlement Participation Agreement has been read and signed by the duly authorized representative of the Governmental Entity signing below.

Signed: \_\_\_\_\_

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

Its: \_\_\_\_\_

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

## SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement” or “Meijer Settlement Agreement”) is entered by and between Plaintiffs (as identified in Exhibit A to the Binding Term Sheet effective as of November 16, 2022, between Meijer and Plaintiffs’ Counsel (“BTS”))<sup>1</sup> and Meijer, Inc., Meijer Distribution, Inc., Meijer Stores Limited Partnership, and Meijer Great Lakes Limited Partnership (collectively “Meijer”). Plaintiffs and Meijer are referred to as the “Parties.”

### I. RECITALS

WHEREAS, Plaintiffs have filed lawsuits against Meijer and other parties as identified in Exhibit A to the BTS (the “Actions” and each an “Action”), raising Claims (defined below) and/or allegations concerning, related to, based upon, or in connection with the Alleged Harms (defined below) or Covered Conduct (defined below);

WHEREAS, Meijer (i) denies each and all of the Claims and allegations of wrongdoing made by Plaintiffs in the Actions and maintains that it has meritorious defenses; (ii) denies all assertions of wrongdoing or liability against Meijer arising out of any of the conduct, statements, acts or omissions alleged, or that could have been alleged, in the Actions already brought or that could be brought by Plaintiffs related to the Covered Conduct and/or Alleged Harms and contends that the factual allegations made in the Actions relating to Meijer are false and materially inaccurate; (iii) denies that Plaintiffs or any resident thereof was harmed by any conduct of Meijer; (iv) denies liability, denies any wrongdoing, and denies it violated any federal or state statute or common law; and (v) maintains that Meijer would be able to successfully defend against Plaintiffs’ claims and allegations at trial, that the facts do not support the allegations, that Meijer engaged in no misconduct or unlawful activity, and that Meijer caused no harm to Plaintiffs or any resident thereof;

WHEREAS, the Parties have investigated the facts and analyzed the relevant legal issues regarding the Claims and defenses that have been or could have been asserted in the Actions;

WHEREAS, without any admission of wrongdoing, fault, culpability or liability of any kind, and without any concession as to the strength or weakness of any actual or potential Claims or defenses, the Parties desire to (a) avoid the delay, uncertainty, inconvenience, and expense of litigation, and (b) fully and finally resolve, settle, release and discharge any and all Claims Plaintiffs brought or could have brought against Meijer in the Actions and all Claims related in any way to the Alleged Harms or Covered Conduct;

WHEREAS, the Parties have agreed to the terms herein for the sole purpose of settlement, and nothing herein may be taken as or construed to be an admission or concession of any violation of law, rule, or regulation, or of any other matter of fact or law, or of any liability or wrongdoing or lack thereof;

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<sup>1</sup> As used herein, “Plaintiff” refers to each Plaintiff that participates in this Agreement and that signs a Meijer Settlement Participation Agreement (Exhibit 1, hereto), and “Plaintiffs” refer to all such Plaintiffs.



WHEREAS, no part of this Agreement, including its statements and commitments, shall constitute evidence of any liability, fault, or wrongdoing, or of any lack thereof;

WHEREAS, unless the contrary is expressly stated, this Agreement is not intended for use by any Party or any third party for any purpose not expressly stated herein, including submission to any court for any purpose other than any required court approval(s) associated with this Agreement and the enforcement of this Agreement;

WHEREAS, the Parties acknowledge, agree to, and understand the terms set forth herein;

WHEREAS, Plaintiffs have determined the terms of this Agreement are fair, reasonable and adequate and in the public interest; and

WHEREAS, the Parties engaged in arm's-length negotiations between counsel in good faith, intending to be legally bound.

NOW, THEREFORE, in consideration of the above recitals and the promises and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

## II. AGREEMENT

1. Recitals Incorporated. The foregoing Recitals are incorporated herein and constitute express terms of this Agreement.

2. Definitions.

- a. "Alleged Harms" means the alleged past, present, and future financial and societal harms and related expenditures arising out of the alleged misuse and abuse of Products (defined below), and/or alleged physical and bodily injuries sustained by individuals suffering from opioid-related addiction, abuse, other related diseases and disorders, and death, that allegedly have been caused by Meijer, non-exclusive examples of which are described in the reports and opinions submitted in connection with the case captioned *In re: National Prescription Opiate Litigation*, No. 1:17-md-2804 (N.D. Ohio), including without limitation, those submitted by G. Caleb Alexander; David Cutler; Jonathan Gruber; David Herzberg; Katherine M. Keyes, Ph.D.; Anna Lembke, M.D.; Jeffrey Liebman; Thomas McGuire; Ted Miller; Harvey Rosen; and Nancy Young.
- b. "Claim" means any past, present or future cause of action, claim for relief, cross-claim or counterclaim, theory of liability, demand, derivative claim, request, assessment, charge, covenant, damage, debt, lien, loss, penalty, judgment, right, obligation, dispute, suit, contract, controversy, agreement, *parens patriae* claim, promise, performance, warranty, omission, or grievance of any nature whatsoever, whether legal, equitable, statutory, regulatory or

administrative, whether arising under federal, state or local common law, statute, regulation, guidance, ordinance or principles of equity, whether filed or unfiled, whether asserted or unasserted, whether known or unknown, whether accrued or unaccrued, whether foreseen, unforeseen or unforeseeable, whether discovered or undiscovered, whether suspected or unsuspected, whether fixed or contingent, and whether existing or hereafter arising, in all such cases, including but not limited to any request for declaratory, injunctive, or equitable relief, compensatory, punitive, or statutory damages, absolute liability, strict liability, restitution, abatement, subrogation, contribution, indemnity, apportionment, disgorgement, reimbursement, attorney fees, expert fees, consultant fees, fines, penalties, expenses, costs or any other legal, equitable, civil, administrative, or regulatory remedy whatsoever.

- c. “Covered Conduct” means any actual or alleged act, failure to act, negligence, statement, error, omission, breach of any duty, conduct, event, transaction, agreement, misstatement, misleading statement or other activity of any kind whatsoever from the beginning of time through the Effective Date (and any past, present, or future consequence of any such act, failure to act, negligence, statement, error, omission, breach of duty, conduct, event, transaction, agreement, misstatement, misleading statement or other activity) relating in any way to: (a) the distribution, dispensing, delivery, monitoring, reporting, supply, sale, prescribing, physical security, warehousing, coverage, purchases, reimbursement, discovery, development, manufacture, packaging, repackaging, marketing, promotion, advertising, labeling, recall, withdrawal, or use or abuse of any Product; (b) orders, prescriptions, formularies, guidelines, payments or rebates for any Product; (c) policies, practices and/or operating procedures, insurance, claim or benefit administration, claim adjudication, plan design, data and/or sales thereof, relating to, any Product; (d) any system, plan, policy or advocacy relating to any Product, including, but not limited to, any promotion, marketing, programs, or campaigns relating to any Product; (e) the characteristics, properties, risks, or benefits of any Product; (f) the reporting, disclosure, nonreporting or non-disclosure to federal, state or other regulators of orders or prescriptions; (g) the purchasing, selling, acquiring, disposing of, importing, exporting, handling, processing, packaging, supplying, distributing, or converting of any Product; or (h) controls against diversion, corresponding responsibility, and/or suspicious order monitoring.
- d. “Effective Date” means, for each Plaintiff, the later of (i) the date Plaintiff signs the Meijer Settlement Participation Agreement, (ii) the date Plaintiff signs this Agreement, and (iii) the date Meijer signs this Agreement.
- e. “Product” means any chemical substance, whether used for medicinal or non-medicinal purposes, and whether natural, synthetic, or semi-synthetic, or any

finished pharmaceutical product made from or with such substance, that is (1) an opioid or opiate, as well as any product containing any such substance; (2) a benzodiazepine, a muscle relaxer, carisoprodol, zolpidem, or gabapentin; or (3) a combination or “cocktail” of any stimulant or other chemical substance prescribed, sold, bought, or dispensed to be used together that includes opioids or opiates. “Product” shall include, but is not limited to, any substance consisting of or containing buprenorphine, codeine, dihydrocodeine, fentanyl, hydrocodone, hydromorphone, levorphanol, meperidine, methadone, morphine, oxycodone, oxymorphone, tapentadol, tramadol, opium, heroin, carfentanil, alprazolam, chlordiazepoxide, clobazam, clorazepate, diazepam, estazolam, lorazepam, quazepam, alprazolam, clonazepam, oxazepam, flurazepam, triazolam, temazepam, midazolam, carisoprodol, cyclobenzaprine, orphenadrine, tizanidine, gabapentin, or any variant of these substances or any similar substance.

- f. “Released Claims” means any and all Claims that directly or indirectly are based on, arise out of, or in any way relate to or concern the Covered Conduct and/or Alleged Harms occurring prior to the Effective Date. Without limiting the foregoing, “Released Claims” include any Claims that have been asserted against the Released Entities by Releasers (whether judicial, arbitral, or administrative) based on, arising out of, or relating to, in whole or in part, the Covered Conduct and/or Alleged Harms, or any such Claims that could be or could have been asserted, now or in the future, in those actions or in any comparable action or proceeding brought by Plaintiffs or Releasers. The Parties intend that “Released Claims” be interpreted broadly.
- g. “Released Entities” means Meijer, Inc., Meijer Distribution, Inc., Meijer Stores Limited Partnership, and Meijer Great Lakes Limited Partnership and: (1) all of their past and present direct or indirect parents, subsidiaries, divisions, affiliates, predecessors, successors, and assigns (including without limitation Meijer Companies, Ltd., Meijer Group, Inc., MSP Holdings, LLC, SP Operations LLC, Town Total Holdings, Inc., Town Total Health, LLC and RX Biotech Pharmacy LLC); (2) the past and present direct or indirect subsidiaries, divisions, affiliates, predecessors, successors, and assigns of any of the foregoing; and (3) the foregoing entities’ respective past and present officers, directors, members, shareholders (solely in their capacity as shareholders of the foregoing entities), partners, trustees, employees, agents, representatives and attorneys (for actions that occurred during and related to their work for, or employment with, Meijer).
- h. “Releasers” means and includes each Plaintiff and its departments, agencies, divisions, boards, commissions, subdivisions, districts, corporations, courts, institutes, offices, instrumentalities of any kind, attorneys, and any entities over

which such Plaintiff exercises governing, fiscal or budgetary authority or control, and any person in their official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing. Each Plaintiff also shall sign and deliver to Meijer the Meijer Settlement Participation Agreement (Exhibit 1, hereto) providing for a release to the fullest extent of such Plaintiff's authority.

3. Settlement Amount. Subject to Paragraph 6 of the BTS, within thirty (30) days after the Effective Date, Meijer shall pay to counsel for each Plaintiff the "Net Settlement Amount" and "Attorney's Fees Amount"<sup>2</sup> applicable to such Plaintiff, as set forth in Exhibit A to the BTS. The Parties agree that, subject to all of the terms, conditions, recitals, and provisions of this Agreement, the Settlement Amount (including the Attorney's Fee Amount and Common Benefit Fund Holdback) is a reasonable compromise of the matters in dispute.<sup>3</sup>

4. Nature of Payment. The Parties acknowledge and agree that, notwithstanding anything to the contrary in this Agreement, including, but not limited to, the scope of the Released Claims:

- a. They have entered into this Agreement to avoid the delay, expense, inconvenience, and uncertainty of further litigation;
- b. (i) Plaintiffs sought restitution and remediation (within the meaning of 26 U.S.C. § 162(f)(2)(A) and 26 C.F.R. § 1.162-21(e)(4)(i), (ii)) as damages for the Alleged Harms; and (ii) the Settlement Amounts are less than or equal to the amount, in the aggregate, of the Alleged Harms allegedly suffered by Plaintiffs and Releasors;
- c. The payment of the Settlement Amounts by Meijer constitutes restitution and remediation (within the meaning of 26 U.S.C. § 162(f)(2)(A) and 26 C.F.R. § 1.162-21(e)(4)(i), (ii)) for alleged damage or harm (as compensation for alleged damage or harm arising out of alleged bodily injury) allegedly caused by Meijer in order to restore, in whole or in part, Plaintiffs and the Releasors to the same position or condition that they would be in had they not suffered the Alleged Harms, and constitutes

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<sup>2</sup> Pursuant to the Ongoing Common Benefit Order, Case No. 1:17-cv-02804-DAP (N.D. Ohio), Dkt. No. 4428 (May 9, 2022), Meijer will hold back 7.5% of the Settlement Amount for each Plaintiff entering into this Agreement ("Common Benefit Fund Holdback") and will cause the held back funds to be paid into the Court's Common Benefit Fund. The parties agree that any holdback from the Settlement Amounts set forth in Exhibit A for purposes of compliance with the Court's common benefit orders is not a breach of any obligation under this Agreement.

<sup>3</sup> "Settlement Amount" is the amount allocated to Plaintiff in the Settlement Amount column in Exhibit A to the BTS and includes Attorney's Fees and the Common Benefit Fund Holdback.

restitution and remediation for alleged damage or harm allegedly caused by the potential violation of a law and/or is an amount paid to come into compliance with the law; and

- d. For the avoidance of doubt: (a) no portion of the Net Settlement Amounts represents reimbursement to Plaintiffs or any Releasor for the fees or costs of any investigation or litigation, including without limitation attorneys' fees, (b) no portion of the Settlement Amounts represents the disgorgement of any allegedly ill-gotten gains, and (c) no portion of the Settlement Amounts is paid for or in place of any fine, penalty, punitive damages, or other punitive assessments.

5. Release.

- a. *Scope.* As of the Effective Date, the Released Entities are hereby released and forever discharged from all of the Releasors' Released Claims. Plaintiffs (for themselves and the Releasors) hereby absolutely, unconditionally, and irrevocably covenant not to bring, file, or claim; or to cause, assist in bringing or permit to be brought, filed, or claimed; or to otherwise seek to establish liability for any Released Claim against any Released Entity in any forum whatsoever. The releases provided for in this Agreement are broad, shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to any Released Claim and any Alleged Harms within Plaintiffs' territorial boundaries, and extend to the full extent of the power of Plaintiffs to release claims. This Agreement shall be a complete bar to any Released Claim.
- b. *Sole Payment.* It is the intent of the Parties that:
  - i. the payments made under this Agreement shall be the sole payments made by the Released Entities to the Releasors involving, arising out of, or related to Alleged Harms and/or Covered Conduct (or conduct that would be Covered Conduct if engaged in by a Released Entity);
  - ii. Claims by Releasors against non-Parties shall not result in additional payments by Released Entities, whether through contribution, indemnification or any other means; and
  - iii. the Agreement meets the requirements of the Uniform Contribution Among Joint Tortfeasors Act and any similar state law or doctrine that reduces or discharges a released party's liability to any other parties.
- c. *General Release.* In connection with the releases provided for in this Agreement, each Plaintiff (for itself and its Releasors) expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any State or territory of the United States or other

jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims and/or Alleged Harms, but each Plaintiff hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date even if Releasors do not know or suspect such claims to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and even if knowledge of the existence of such claims would materially affect each Plaintiff's decision to enter into this Agreement.

- d. *Res Judicata.* Nothing in this Agreement shall be deemed to reduce the scope of the res judicata or claim preclusive effect that the settlement memorialized in this Agreement gives rise to under applicable law.
- e. *Representation and Warranty.* Each Plaintiff expressly represents and warrants that it has authority to settle and release all Released Claims of Releasors.
- f. *Effectiveness.* The releases set forth in this Agreement shall not be impacted in any way by any dispute that exists, has existed, or may later exist between or among the Releasors. Nor shall such releases be impacted in any way by any current or future law, regulation, ordinance, or court or agency order limiting, seizing, or controlling the distribution or use of the Settlement Amount or any portion thereof, or by the enactment of future laws, or by any seizure of the Settlement Amount or any portion thereof.
- g. Plaintiffs represent that, as of the Effective Date, and other than the Actions, they have not prepared or brought, and have no intention of preparing or bringing, any other case(s) or claim(s) against any Released Party.
- h. *Cooperation.* Releasors (i) will not encourage any person or entity to bring or maintain any Released Claim against any Released Entity, and (ii) will reasonably cooperate with and not oppose any effort by a Released Entity to secure the prompt dismissal of any and all Released Claims.

6. Dismissal with Prejudice. Within seven (7) business days of Meijer's payment of the Net Settlement Amount, each Plaintiff will dismiss its respective Action as to Meijer with

prejudice. To the extent necessary or useful, Meijer will join Plaintiffs' submissions to effectuate the dismissals with prejudice of the Actions.

7. Expenses. Except as otherwise set forth in this Agreement, each Party shall bear its own costs (including but not limited to legal fees and expenses) incurred in connection with this Agreement and in prosecuting or defending the Actions. The dismissal with prejudice referred to in Paragraph 6 above shall state that each Party is to bear its own costs, fees and expenses, including attorney fees.

8. No Further Payments. Other than as set forth in Paragraph 3 above, Meijer shall have no obligation to make any further or additional payments in connection with this Agreement or the matters addressed herein.

9. No Admission. The Parties intend the settlement as described herein to be a final and complete resolution of all disputes between Meijer and all Releasors. Meijer is entering into this Agreement solely for the purposes of settlement, to resolve each Action and all Released Claims and thereby avoid significant expense, inconvenience and uncertainty. Meijer denies the allegations in the Actions and denies any civil or other liability in the Actions. Nothing contained herein may be taken as or deemed to be an admission or concession by Meijer of: (i) any violation of any law, regulation, or ordinance; (ii) any fault, liability, or wrongdoing; (iii) the strength or weakness of any Claim or defense or allegation made in any Action, or in any other past, present or future proceeding relating to any Covered Conduct, Alleged Harms, or any Product; (iv) the legal viability of the claims and theories in any Action, including but not limited to the legal viability of the relief sought; or (v) any other matter of fact or law. Nothing in this Agreement shall be construed or used to prohibit any Released Entity from engaging in the conduct of its business relating to any Product.

10. Public Disclosure. After the Execution Date, this Settlement Agreement will be subject to public disclosure pursuant to public records laws, open meetings laws, and/or other laws or regulations that require disclosure to the public of information about Plaintiffs ("Public Disclosure Laws"). Nothing herein shall prevent any Party from disclosing the terms of this Settlement Agreement prior to the Execution Date (a) as required by law, or (b) to its actual or prospective attorneys, accountants, auditors, insurers, lenders, acquirers, investors, shareholders, or financial advisors.

11. Statements to the Press; No Solicitation of Publicity. No Party or attorney, agent or representative acting and communicating on behalf of any Party may make public statements that contradict provisions in this Settlement Agreement, including without limitation Paragraph 17 (Non-Admissibility). It is agreed that the Parties' private counsel shall not make any comments or statements to the press, issue any press release, convene any press conference or otherwise initiate publicity with the media, including but not limited to newspapers, publications, or other mass media, nor post to internet websites or any social media information concerning the terms of the Agreement.

12. Third-Party Beneficiaries. Nothing in this Agreement is intended to or shall confer upon any third party any legal or equitable right, benefit, or remedy of any nature whatsoever,

other than the right of each Released Entity to use and enforce this Agreement as if it were a party hereto.

13. No Waiver. This Agreement is made without trial or adjudication of any issue of fact or law or finding of liability of any kind. This Agreement shall not be construed or used as a waiver of any jurisdictional defense Meijer may raise in any other proceeding, or as a waiver or limitation of any defense otherwise available to Meijer in any other action. This Agreement shall not be construed or used as a waiver of Meijer's right to defend itself from, or make any arguments in, any other regulatory, governmental, private individual, or class claims or suits relating to the subject matter or terms of this Agreement. No waiver of any breach, waiver of any failure of any condition, or waiver of any right or remedy contained in or granted by this Agreement shall be effective unless in writing and signed by the Party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy shall be deemed a waiver of any other prior, subsequent, or contemporaneous breach, failure, right, or remedy, whether or not similar; nor shall any waiver constitute a continuing waiver unless the writing so specifies.

14. Entire Agreement; Integration. This Agreement and the BTS constitute the entire understanding and agreement of the Parties with respect to the matters addressed herein. This Agreement and the BTS supersede any prior agreements or understandings, whether written or oral, between or among the Parties. No representations, warranties, covenants, or inducements have been made to any Party concerning this Agreement other than those contained herein and in the BTS. Each Party to this Agreement represents that it freely and voluntarily enters into this Agreement without any degree of duress or compulsion. No reliance was placed upon any representation other than those contained in this Agreement and the BTS.

15. Construction. None of the Parties shall be considered to be the drafter of this Agreement or of any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement. The headings of the provisions of this Agreement are not binding and are for reference only and do not affect the meaning of this Agreement.

16. No Prevailing Party. The Parties each agree that they are not the prevailing party in this action, for purposes of any claim for fees, costs, or expenses as prevailing parties arising under common law or under the terms of any statute, because the Parties have reached a good faith settlement.

17. Non-Admissibility. Neither this Agreement nor any act performed or document executed pursuant to or in furtherance of this Agreement: (i) is or may be deemed to be or may be used as an admission or evidence relating to any matter of fact or law alleged in the Actions, the strength or weakness of any claim or defense or allegation made in those cases, or any wrongdoing, fault, or liability of any Released Entities; or (ii) is or may be deemed to be or may be used as an admission or evidence relating to any liability, fault or omission of Released Entities in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal. Neither this Agreement nor any act performed or document executed pursuant to or in furtherance of this



Agreement shall be admissible in any proceeding for any purpose, except to enforce the terms of this Agreement, and except that Released Entities may file or use this Agreement in any action (i) involving a determination regarding insurance coverage; (ii) involving a determination of the taxable income or tax liability of any Released Entities; (iii) to support a defense or counterclaim based on principles of res judicata, collateral estoppel, release, good-faith settlement, judgment bar or reduction or on any other theory of claim preclusion or issue preclusion or similar defense or counterclaim; (iv) to support a claim for contribution and/or indemnification; or (v) to support any other argument or defense by a Released Entity that the Settlement Amounts (including the Attorney's Fees Amounts and Common Benefit Fund Holdbacks) provide a measure of compensation for Alleged Harms or otherwise satisfy the relief sought.

18. Amendment; Modification. This Agreement shall not be varied, modified or amended in any respect, except by a subsequent written agreement executed by all Parties through their authorized representatives.

19. Authority to Enter Agreement and Ownership of Released Claims. Each Party specifically represents and warrants that this Agreement constitutes a legal, valid, and binding obligation of such Party. Each signatory to this Agreement on behalf of a Party specifically represents and warrants that they have full authority to enter into this Agreement on behalf of such Party. Each Plaintiff for itself and its related Releasors specifically represent and warrant that they have concluded that the terms of this Agreement are fair, reasonable, adequate, and in the public interest, and that they have satisfied all conditions and taken all actions required by law in order to validly enter into this Agreement. Each Plaintiff for itself and its related Releasors further represent and warrant that (a) they are the owner and holder of the Released Claims; (b) they have not sold, assigned, conveyed, pledged, encumbered, or otherwise in any way transferred the Released Claims, or any portion thereof or rights related thereto, to any third party nor have they granted or shall they grant any license or other right that would conflict with the rights and obligations set forth herein; and (c) through this Agreement they have the power and authority to bind all persons and entities with an interest in the Released Claims.

20. Dispute Resolution. In the event of a dispute arising out of or relating to the Agreement, the Parties shall first seek settlement of that dispute by mediation before David R. Cohen (or another mediator if agreed by the Parties). If the dispute is not settled by mediation, the dispute shall be referred to and finally resolved by arbitration before David R. Cohen (or another single arbitrator if agreed by the Parties) under the AAA Commercial Rules and Mediation Procedures.

21. Notices. All notices under this Agreement shall be provided in writing to the following via email and overnight delivery through a recognized national courier:

**If to Plaintiffs:**

|       |       |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

**If to Meijer:**

Joseph M. Vanek, jvanek@sperling-law.com  
Greg Shinall, shinall@sperling-law.com  
Sperling & Slater, P.C.  
55 West Monroe Street, Suite 3200  
Chicago, Illinois 60603

*With a copy to:*

Cynthia Rogowski, Cynthia.Rogowski@meijer.com  
Meijer, Inc.  
2929 Walker Avenue NW  
Grand Rapids, Michigan 49544

Any Party may change or add the contact information of the persons designated to receive notice on its behalf by notice given (effective upon the giving of such notice) as provided in this Paragraph.

22. Further Assurances. Each Party agrees to take all reasonable steps necessary to effectuate the terms of this Agreement.

23. Counterparts. This Agreement may be executed in counterparts, and a facsimile or .pdf signature shall be deemed to be, and shall have the same force and effect as, an original signature.

*[signatures on page(s) to follow]*

IN WITNESS WHEREOF, this Agreement has been read and signed by the duly authorized representatives of each of the Parties.

**Meijer, Inc.**

Signed: \_\_\_\_\_

By: Christine M. Dekker

Its: Sr. Vice President, General Counsel & Corporate Secretary

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

**Meijer Distribution, Inc.**

Signed: \_\_\_\_\_

By: Christine M. Dekker

Its: Sr. Vice President, General Counsel & Corporate Secretary

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

**Meijer Stores Limited Partnership**

Signed: \_\_\_\_\_

By: Meijer Group, Inc.

Its: General Partner

By: Christine M. Dekker

Its: Sr. Vice President, General Counsel & Corporate Secretary

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

**Meijer Great Lakes Limited Partnership**

Signed: \_\_\_\_\_

By: Meijer Group, Inc.

Its: General Partner

By: Christine M. Dekker

Its: Sr. Vice President, General Counsel & Corporate Secretary

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

Meijer Settlement Agreement – Plaintiff Signature Page

Plaintiff: \_\_\_\_\_  
(Identity of Governmental Entity)

Signed: \_\_\_\_\_

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

Its: \_\_\_\_\_

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

Prosecutor's Approval Page

Resolution No.

A resolution to approve signing an agreement relating to Meijer, Inc. as presented by legal counsel for national opioid litigation.

(Fairfield County Commissioners)

Approved as to form on 2/2/2023 2:23:17 PM by Amy Brown-Thompson,



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

Resolution No. 2023-02.07.a

A resolution to approve signing an agreement relating to Meijer, Inc. as presented by legal counsel for national opioid litigation.

(Fairfield County Commissioners)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

**A resolution approving an account to account transfer in a major object expense category – Clerk of Courts Title Division**

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

**WHEREAS**, an account to account transfer will allow proper classification of major expenditure object category in contract services and

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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 transfer of appropriations in the amount of \$12,500.00 is hereby authorized as follows:

From: 11232600 Contractual Services  
To: 11232600 Capital Outlay

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

***Section 1.***

*FROM: 11232600 530000 Contract Services*  
*TO: 11232600 574300 Furniture & Fixtures*

Prepared by: Britney Lee  
Cc: Clerk of Courts

Resolution No. 2023-02.07.b

A resolution approving an account to account transfer in a major object expense category – Clerk of Courts Title Division

(Fairfield County Clerk of Courts- Legal Division)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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



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

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

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

---

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

---

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

Prepared by: Angel Conrad

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

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

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

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

**To Company**

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

**To Occupant**

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

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

12. **Governing Law and Forum.** This Agreement shall be governed in regards to its execution, interpretation or enforcement in accordance with the laws of the State of Ohio. Venue for its enforcement or any action or proceedings based on this Agreement shall be in the Ohio Court of Claims for any claims of monetary damages against TEENWORKS.
13. **Assignment.** FCC shall not assign this Agreement or any of its rights or obligations herein. TEENWORKS may assign this Agreement or its rights or obligations herein upon thirty days' advance written notice to FCC.

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

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

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

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

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

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

**[Signature page follows.]**

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

**For TeenWorks, LLC**

Signature: *Diana Spurgus*

Print Name: Diana Spurgus

Title: Manager

Date: 01/30/2023

**For Fairfield County Commissioners**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

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

Prosecutor's Approval Page

Resolution No.

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

(Fairfield County Economic & Workforce Development)

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



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

Resolution No. 2023-02.07.c

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

(Fairfield County Economic & Workforce Development)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

**A Resolution to Approve the Construction Drawings for the CLE-12 FAI-CR12-0.001 Clearcreek Road Bridge Replacement Project.**

**WHEREAS,** the County Engineer is advising this Board that the construction drawings for the CLE-12 FAI-CR12-0.001 Sixteenth Road Bridge Replacement Project have been completed, and

**WHEREAS,** the County Engineer is requesting that this Board of Commissioners sign the Construction Drawing cover sheet.

---

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

---

**SECTION 1:** that the Clerk of this Board return the signed Construction Drawing cover sheet, together with the signed copy of this Resolution, to the County Engineer for further action.

Prepared by: Beth Lane  
cc: Engineering Department



Resolution No. 2023-02.07.d

A Resolution to Approve the Construction Drawings for the CLE-12 FAI -CR12-0.001 Clearcreek Road Bridge Replacement Project.

(Fairfield County Engineer)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

**A Resolution to Approve Advertising for the CLE-12 FAI-CR12-0.001 Sixteenth Road Bridge Replacement Project.**

**WHEREAS,** the County Engineer is advising this Board that the construction drawings for the CLE-12 FAI-CR12-0.001 Sixteenth Road Bridge Replacement Project have been completed, and

**WHEREAS,** the County Engineer is requesting approval to advertise for bids for the CLE-12 FAI-CR12-0.001 Sixteenth Road Bridge Replacement Project.

---

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

---

**SECTION 1:** that this Board of County Commissioners does hereby grant approval for the County Engineer to advertise for the CLE-12 FAI-CR12-0.001 Sixteenth Road Bridge Replacement Project.

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

Prepared by: Beth Lane  
cc: Engineering Office

Resolution No. 2023-02.07.e

A Resolution to Approve Advertising for the CLE-12 FAI -CR12-0.001 Sixteenth Road Bridge Replacement Project.

(Fairfield County Engineer)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

**A Resolution to Approve the Construction Drawings for the WAL-31 FAI-CR11-3.211 Canal Road Bridge Replacement Project.**

**WHEREAS,** the County Engineer is advising this Board that the construction drawings for the WAL-31 FAI-CR11-3.211 Canal Road Bridge Replacement Project have been completed, and

**WHEREAS,** the County Engineer is requesting that this Board of Commissioners sign the Construction Drawing cover sheet.

---

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

---

**SECTION 1:** that the Clerk of this Board return the signed Construction Drawing cover sheet, together with the signed copy of this Resolution, to the County Engineer for further action.

Prepared by: Beth Lane  
cc: Engineering Department

Resolution No. 2023-02.07.f

A Resolution to Approve the Construction Drawings for the GRE-13 FAI -CR31-5.457  
Coonpath Road Over a Tributary to Fethers Run Bridge Replacement Project.

(Fairfield County Engineer)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

**A Resolution to Approve Advertising for the GRE-13 FAI-CR31-5.457 Coonpath Road Over a Tributary to Fethers Run Bridge Replacement Project.**

**WHEREAS**, the County Engineer is advising this Board that the construction drawings for the GRE-13 FAI-CR31-5.457 Coonpath Road Over a Tributary to Fethers Run Bridge Replacement Project have been completed, and

**WHEREAS**, the County Engineer is requesting approval to advertise for bids for the GRE-13 FAI-CR31-5.457 Coonpath Road Over a Tributary to Fethers Run Bridge Replacement Project.

---

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

---

**SECTION 1:** that this Board of County Commissioners does hereby grant approval for the County Engineer to advertise for the GRE-13 FAI-CR31-5.457 Coonpath Road Over a Tributary to Fethers Run Bridge Replacement Project.

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

Prepared by: Beth Lane  
cc: Engineering Office

Resolution No. 2023-02.07.g

A Resolution to Approve Advertising for the GRE-13 FAI -CR31-5.457 Coonpath Road Over a Tributary to Fethers Run Bridge Replacement Project.

(Fairfield County Engineer)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

**A resolution of increase appropriations, appropriate from unappropriate, account to account and fund to fund transfer for MAD-13 bridge replacement project**

**WHEREAS**, the OPWC project requires an additional cost for MAD-13 bridge replacement OPWC-DQY02 expenses to the engineers; and

**WHEREAS**, it is necessary to transfer the cash to meet obligations.

---

**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:

16236200 Capital Outlay      \$16,541.33

**Section 2.** County Auditor is authorized to create an account to account transfer:

From: 16236200 Capital Outlay      \$16,541.33  
To:    16236200 Transfers              \$16,541.33

**Section 3.** That the fund to fund in the amount of \$16,541.33 is hereby authorized as follows:

From: 16236200-700000              Transfers Out      \$16,541.33  
To:    16343406-439100-55928      Transfers In        \$16,541.33

**Section 4.** County Auditor is authorized to appropriate from unappropriated funds as below:

16343406 Capital Outlay      \$16,541.33

---

For Auditor's use only

**Section 1:**

16236200-573600      \$16,541.33



**A resolution of increase appropriations, appropriate from unappropriate, account to account and fund to fund transfer for MAD-13 bridge replacement project**

**Section 2:**

|                       |             |
|-----------------------|-------------|
| From: 16236200-573600 | \$16,541.33 |
| To: 16236200-700000   | \$16,541.33 |

**Section 4.** 16343406-573600-55928 \$16,541.33

**Section 5.** Request the County Auditor on behalf of the Budget Commission, to increase the original certificate by \$16,541.33 and issue an additional amended certificate in the amount of \$16,541.33 to the credit of (3434) OPWC fund for a total amended certificate of \$16,541.33.

**Section 6.** Request that the County Auditor update the receipt line item as follows:

|                       |                  |             |
|-----------------------|------------------|-------------|
| 16343406-439100-55928 | CIP MAD-13 DQY02 | \$16,541.33 |
|-----------------------|------------------|-------------|

Prepared by: Julie Huggins  
cc: Engineer

Resolution No. 2023-02.07.h

A resolution of increase appropriations, appropriate from unappropriate, account to account and fund to fund transfer for MAD-13 bridge replacement project

(Fairfield County Engineer)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

**A resolution of increasing appropriations, appropriate from unappropriate, account to account and fund to fund transfer for Intersection Improvements**

**WHEREAS**, the ODOT project requires an additional cost for Intersection Improvements ODOT-110862 expenses to the engineers; and

**WHEREAS**, it is necessary to transfer the cash to meet obligations.

---

**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:

16236200 Contractual Services      \$20,000.00

**Section 2.** County Auditor is authorized to create an account to account transfer:

From: 16236200 Contractual Services      \$20,000.00  
To:    16236200 Transfers                      \$20,000.00

**Section 3.** That the fund to fund in the amount of \$20,000.00 is hereby authorized as follows:

From: 16236200-700000                      Transfers Out      \$20,000.00  
To:    16344506-439100-55954      Transfers In      \$20,000.00

**Section 4.** County Auditor is authorized to appropriate from unappropriated funds as below:

16344506 Contractual Services      \$20,000.00

---

For Auditor's use only

**Section 1:**

16236200-530020      \$20,000.00

**A resolution of increasing appropriations, appropriate from unappropriate, account to account and fund to fund transfer for Intersection Improvements**

**Section 2:**

|                       |             |
|-----------------------|-------------|
| From: 16236200-530020 | \$20,000.00 |
| To: 16236200-700000   | \$20,000.00 |

**Section 4.** 16344506-530020-55954      \$20,000.00

**Section 5.** Request the County Auditor on behalf of the Budget Commission, to increase the original certificate by \$20,000.00 and issue an additional amended certificate in the amount of \$20,000.00 to the credit of (3445) ODOT fund for a total amended certificate of \$20,000.00.

**Section 6.** Request that the County Auditor update the receipt line item as follows:

|                       |                                      |
|-----------------------|--------------------------------------|
| 16344506-439100-55954 | Intersection Improvements PID 110862 |
| \$20,000.00           |                                      |

Prepared by: Cheryl Downour  
cc: Engineer's

Resolution No. 2023-02.07.i

A resolution of increasing appropriations, appropriate from unappropriate, account to account and fund to fund transfer for Intersection Improvements

(Fairfield County Engineer)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

**A resolution to request for appropriations for additional unanticipated receipts of memo receipts and memo expenses for fund 3445 Refugee Rd CR7-1.94**

**WHEREAS,** unanticipated revenue has been collected for Fund 3445; and

**WHEREAS,** unanticipated funds represent ODOT payment; and

**WHEREAS,** monies will be used for PID #110862 Refugee Rd CR7-1.94

---

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

---

**SECTION 1:** Request that the Fairfield County Auditor appropriate from unappropriated funds in the amount of: \$15,234.30 16344506 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,

**Memo Receipt as referenced:**

16344506-433100-55954

**Memo Expenditure as referenced:**

Vendor: TEC Engineering

Account #: 16344506-530020-55954 **Refugee Rd CR7-1.94**

Amount: \$15,234.30 Paid: 12/14/2022

---

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

**SECTION 1:** 16344506-530020-55954

**SECTION 3:** Issue an Amended Certificate in the amount \$15,234.30 to credit of fund 3445.

**SECTION 4:** Request that the Fairfield County Auditor, on behalf of the Budget Commission, update receipt line 16344506-433100-55954 in the amount of \$15,234.30.

Prepared by: Cheryl Downour  
cc: Engineer Office

**Notice to ODOT's LPA Subrecipients and External Auditors – November 15, 2021**

This payments report cannot be used as the sole source of information for determining Federal funds expenditures to be reported on the LPA's annual Schedule of Expenditures of Federal Awards (SEFA). The LPA and their external auditors are directed to follow the LPA SEFA Reporting Guidance.

This ODOT guidance document recommends procedures for the LPA to follow to ensure accurate SEFA reporting to avoid potential audit findings.

This CMS payments report was originally designed for contractors to obtain payment verification. ODOT has determined that the source data is sufficient for that purpose; however, since the payments data in this report does not distinguish Federal, state, or local funds, it cannot be used as a stand-alone source for verification of SEFA data.

Additionally, this payments report reflects all of ODOT's expenditures on the project and does not identify only those Federal expenditures to be reported by the LPA.

Furthermore, this ODOT payments report does not reflect any project payments made by the LPA that have not yet been reimbursed by ODOT.

For LPA's preparing a cash basis SEFA, the LPA can use the Warrant Date on this ODOT payments report to assign the ODOT payments to contractors to a fiscal year for the LPA's SEFA reporting. However, if ODOT is issuing a reimbursement payment to the LPA, then the LPA's check dates would be used to assign those payments to a fiscal year.

The LPA's copies of invoices submitted to ODOT and the ODOT-LPA Project Agreement should provide support for the Federal share of the project costs.

Most of ODOT's subrecipients of Federal Awards are subject to compliance with [Title 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards](#). Accordingly, the subrecipient is responsible for maintaining accurate financial records to demonstrate compliance with the requirements documented in [§ 200.302 Financial management](#).

The subrecipient's fiscal procedures and financial records must provide for tracking the project specific expenditure of Federal funds by the subrecipient. The subrecipient's financial records must accurately report, in the proper fiscal year, the Federal funds the subrecipient has expended; including those project expenditures which have not yet

been reimbursed by ODOT and the Federal funds payments issued to contractors by ODOT as requested by the LPA.

The ODOT LPA SEFA Reporting Guidance and an Excel template for tracking of Federal funds expenditures is available at:

<https://www.transportation.ohio.gov/wps/portal/gov/odot/programs/external-audits/audit-lpa/sefa>

Please contact [DOT.LPAQuestions@dot.ohio.gov](mailto:DOT.LPAQuestions@dot.ohio.gov) with any questions regarding this notice.

**BY PROCEEDING TO THE REPORT ON NEXT PAGE, YOU ARE ACKNOWLEDGING THIS DISCLAIMER.**

| Vendor Name/Number                            | Project Nbr | PID Nbr | Estimate Nbr        | Process Date | Warrant Date | Amount    |
|---|-------------|---------|---------------------|--------------|--------------|-----------|
| LAKSHMI VINAYAKA HOLDINGS LLC ( 0000310353 )  |             | 110862  | 23-05-5108          | 01/23/2023   | 01/26/2023   | 63,441.00 |
| RICKETTS FAMILY FAIRFIELD HOLD ( 0000310354 ) |             | 110862  | 23-05-5107          | 01/23/2023   | 01/26/2023   | 51,129.00 |
| TEC ENGINEERING INC ( 0000069483 )            |             | 110862  | PID#110862-21-11599 | 12/09/2022   | 12/14/2022   | 5,806.92  |
| TEC ENGINEERING INC ( 0000069483 )            |             | 110862  | PID#110862-20-11556 | 12/09/2022   | 12/14/2022   | 9,427.38  |
| TEC ENGINEERING INC ( 0000069483 )            |             | 110862  | PID#110862-19-11517 | 09/19/2022   | 09/23/2022   | 4,068.19  |
| TEC ENGINEERING INC ( 0000069483 )            |             | 110862  | PID#110862-18-11469 | 08/24/2022   | 08/30/2022   | 26,743.95 |
| TEC ENGINEERING INC ( 0000069483 )            |             | 110862  | PID#110862-17-11442 | 08/09/2022   | 08/15/2022   | 1,140.02  |
| TEC ENGINEERING INC ( 0000069483 )            |             | 110862  | PID#110862-16-11330 | 06/13/2022   | 06/17/2022   | 3,173.64  |
| TEC ENGINEERING INC ( 0000069483 )            |             | 110862  | PID#110862-15-11321 | 05/13/2022   | 05/19/2022   | 3,169.09  |

Resolution No. 2023-02.07.j

A resolution to request for appropriations for additional unanticipated receipts of memo receipts and memo expenses for fund 3445 Refugee Rd CR7-1.94

(Fairfield County Engineer)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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



**A Resolution for Approval of Change Order No. 2 to the Contract between the Sauer Inc and the Fairfield County Commissioners**

**WHEREAS,** The Board of County Commissioners has previously approved a contract between the Sauer Inc and the Commissioners, for the installation of water filtration at the County Jail, and

**WHEREAS,** The Board of County Commissioners has been advised by the Facilities Manager that a change is needed from the design bid to relocate equipment, and

**WHEREAS,** the Board of County Commissioners desires to modify the contract with the Sauer Inc. per Change Order No. 2 to move equipment requested by the Owner; and

**WHEREAS,** funds have been placed in a capital projects fund for the specific purpose of the water filtration project, and a purchase order encumbering the funds for the services has been acquired.

**WHEREAS,** the attached change order has been approved as to form by the County Prosecutor's Office.

---

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

---

**Section 1.** That the Board of County Commissioners approves the attached Change Order No. 2 for the contract with the Sauer Inc, and authorizes the Board President to sign the change order.



# OWNER CHANGE ORDER

CHANGE ORDER NO: 002

CHANGE ORDER DATE: 02/07/2023

Fairfield County Commissioners  
210 East Main Street  
Lancaster, Ohio 43130

---

**PROJECT NAME:** Sheriff's Department Jail Water Filtration Project

---

**CHANGE ORDER DESCRIPTION:**

The contractor has incurred additional costs to the project as described below due to field conditions and Owner requests.

CW Supply & Return to and from Watts One Flow filter \$ 11,793.00

1. CW tie in location change from behind tanks to domestic line above check valve.
2. Add return line from Watts One Flow to CW line above check valve.
3. Rework Cell D domestic water to accommodate new One Flow Filter connections.  
Work will require a brief shutdown coordinated with Josh Wolshire.

**CHANGE ORDER TOTAL: \$11,793.00**

*Not Valid until signed by both Owner and Contractor. Signature of the Contractor indicates the Contractor's Agreement herewith, including any adjustment in the Contract Sum or Contract Time.*

|   |              |
|---|--------------|
| The Original Contract Sum was.....                                  | \$85,325.00  |
| Previous Change orders.....   | \$6904.00    |
| The Current Sum after Change Order 1 .....                          | \$92,229.00  |
| The Contract Sum will be increased by this Change Order amount..... | \$11,793.00  |
| The new Contract Sum will be .....                                  | \$104,022.00 |

**AUTHORIZED BY OWNER:**

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

**ACCEPTED BY CONTRACTOR:**

Sauer  
1801 Lone Eagle Street  
Columbus, Ohio 43228

By: Steve Davis, Board President County Commissioners

By: (Print) \_\_\_\_\_

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

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

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

February 3, 2023

Jon Kochis  
Fairfield County Prison  
345 Lincoln Avenue  
Lancaster, OH 43130

Re: CW Supply & Return to and from Watts One Flow filter – Proposal 6

Jon,

Thank you for the opportunity to provide a proposal for the CW Supply & Return to and from Watts One Flow filter according to Jay Hill/Prater's new drawing submitted. Please see detailed scope with pricing below:

***Our Scope:***

- CW tie in location change from behind tanks to domestic line above check valve.
- Add return line from Watts One Flow to CW line above check valve.
- Rework Cell D domestic water to accommodate new One Flow Filter connections.
- Work will require a brief shutdown coordinated with Josh Wolshire.

***Investment Breakdown:***

- Labor: 6688
- Materials: 4879
- Rental: 226

***Your investment to complete the project as listed above...\$11,793.00.***

We thank you for this opportunity to present this proposal. Should you require any additional information, please contact the undersigned.

Sincerely,

*Kris Schaefer*

Kris Schaefer  
IPG Assistant Project Manager  
SAUER Group, LLC

## Purchase Order

Carri L. Brown, PhD, MBA, CGFM

Fiscal Year 2023

Page: 1 of 1

Fairfield County Auditor  
210 East Main Street  
Lancaster, Ohio 43130  
Revisions: 001

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

Purchase Order # **23002660 - 01**

Delivery must be made within doors of specified destination.

Expiration Date: 03/15/2024

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COUNTY COMMISSIONERS  
210 E MAIN STREET  
LANCASTER, OH 43130

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SAUER INC  
1801 LONE EAGLE ST  
COLUMBUS, OH 43228

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MAINTENANCE DEPARTMENT  
240 BALDWIN DRIVE  
LANCASTER, OH 43130

| VENDOR PHONE NUMBER |  | VENDOR FAX NUMBER |  | REQUISITION NUMBER |  | DELIVERY REFERENCE   |  |                     |  |
|---------------------|--|-------------------|--|--------------------|--|----------------------|--|---------------------|--|
| 614-853-2500        |  |                   |  | 2832               |  |                      |  |                     |  |
| DATE ORDERED        |  | VENDOR NUMBER     |  | DATE REQUIRED      |  | FREIGHT METHOD/TERMS |  | DEPARTMENT/LOCATION |  |
| 01/27/2023          |  | 9178              |  |                    |  |                      |  | COMM-MAINTENANCE    |  |
| NOTES               |  |                   |  |                    |  |                      |  |                     |  |

PO Requisitioner Name : Staci Knisley

E mail Address : [staci.knisley@fairfieldcountyohio.gov](mailto:staci.knisley@fairfieldcountyohio.gov)

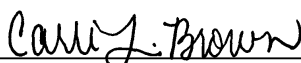
| ITEM #            | DESCRIPTION / PART #   | QTY         | UOM  | UNIT PRICE  | EXTENDED PRICE |
|-------------------|--|-------------|------|-------------|----------------|
| 1                 | MODIFIED: Jail - Water treatment project - change order#1<br>GL Account: 12343500 - 570000 | 1.0         | EACH | \$18,697.00 | \$18,697.00    |
| GL SUMMARY        |  |             |      |             |                |
| 12343500 - 570000 |  | \$18,697.00 |      |             |                |

Invoice Date \_\_\_/\_\_\_/\_\_\_ Invoice Amount \$\_\_\_\_\_ To Be paid \_\_\_/\_\_\_/\_\_\_ Warrant # \_\_\_\_\_

## COUNTY AUDITOR'S CERTIFICATE

It is hereby certified that the amount \$18,697.00 required to meet the contract, agreement, obligation, payment or expenditure, for the above, has been lawfully appropriated, authorized or directed for such purpose and is in the County Treasury or in process of collection to the credit of the submitted Fund(s) free from any obligation or certification now outstanding.

Date: 01/27/2023



Auditor Fairfield County, OH

Purchase Order Total **\$18,697.00**

092

02/07/2023

For Department Use ONLY

Prosecutor's Approval Page

Resolution No.

A Resolution for Approval of Change Order No. 2 to the Contract between the Sauer Inc and the Fairfield County Commissioners

(Fairfield County Facilities)

Approved as to form on 2/6/2023 1:04:13 PM by Steven Darnell,

Signature Page

Resolution No. 2023-02.07.k

A Resolution for Approval of Change Order No. 2 to the Contract between the Sauer Inc and the Fairfield County Commissioners

(Fairfield County Facilities)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

**A resolution to amend the certificate, update receipt line item & request for appropriations for Fund #7521 Family Adult Children First Council (FACF).**

**WHEREAS**, receipt lines and expenditure lines need updated for expected calendar year activity, and

**WHEREAS**, monies will be used for operating the Operational Capacity Building Fund,

---

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

---

**Section 1.** Request that the Fairfield County Commissioners Appropriate from Unappropriated funds in the amount of: \$2,000.00 for the 60752100 major expense object categories:

\$ 2,000.00 60752100 Materials & Supplies

---

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

**Section 1.**

60752100 560000 - \$2,000.00 Materials & Supplies

**Section 2.** Issue an Amended Certificate in the amount \$2,000.00 to credit of Fund (7521)

**Section 3.** Request that the Fairfield County Auditor, on behalf of the Budget Commission, update receipt line:

60752100 433400 State Government in the amount of \$2,000.00

Prepared by: Tiffany Wilson

Signature Page

Resolution No. 2023-02.07.I

A resolution to amend the certificate, update receipt line item & request for appropriations for Fund #7521 Family Adult Children First Council (FACF).

(Fairfield County Family, Adult and Children First Council)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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



**A resolution to enter into the 2023 Cooperative Agreement for a funding allocation to acquire Agricultural Easements through the Clean Ohio Local Agricultural Easement Purchase Program for Fairfield County, Ohio**

**WHEREAS**, the Fairfield County Board of Commissioners pursued funding in the Fall of 2022 to acquire agricultural easements in 2023 with the State of Ohio through the Ohio Department of Agriculture Clean Ohio Local Agricultural Easement Purchase Program; and

**WHEREAS**, the Fairfield County Board of Commissioners desire to continue to support the protection of prime agricultural soils and other natural resources in accordance with the 2018 Land Use Plan and 2022 Fairfield Growing Agricultural Economic Development Plan; and

**WHEREAS**, the County must enter a Cooperative Agreement as local sponsor for the current 2023 funding round and the Board of Commissioners must sign the application for a funding allocation distribution.

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

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**Section 1.** That the Board of Fairfield County Commissioners sign the 2023 Clean Ohio Local Agricultural Easement Purchase Program funding round Cooperative Agreement.

Prepared by: Jonathan Ferbrache

**.2023 LOCAL AGRICULTURAL EASEMENT PURCHASE PROGRAM (LAEPP)**  
**COOPERATIVE AGREEMENT BETWEEN**  
**THE OHIO DEPARTMENT OF AGRICULTURE**  
**AND**  
**FAIRFIELD COUNTY BOARD OF COMMISSIONERS**

This Cooperative Agreement (hereinafter “Agreement”), effective as of this \_\_\_\_\_ day of \_\_\_\_\_ 2023 by and between the **State of Ohio, Department of Agriculture**, located at 8995 East Main Street, Reynoldsburg, Ohio 43068, (“ODA”) and **FAIRFIELD COUNTY BOARD OF COMMISSIONERS** located at 210 East Main Street, Lancaster, OH 43130 (“**Local Sponsor**”) (hereinafter collectively “**Parties**”), for the implementation of Local Agricultural Easement Purchase Program (“LAEPP”) as authorized under Ohio Revised Code (“ORC”) § 901.21, et. seq.

**RECITALS**

ORC § 901.21 authorizes the Director of Agriculture to utilize funding received from the Clean Ohio fund to purchase agricultural easements, in conjunction with eligible governmental and non-profit entities, for the purpose of protecting the agricultural uses of eligible land by limiting the non-agricultural uses of the land. To be eligible, the farm land must meet the criteria and further the purposes as provided in ORC § 901.22 and Ohio Administrative Code (“OAC”) § 901-2-01, et seq.

**WHEREAS**, as the context may require, the singular may be read as the plural and the plural as the singular;

**WHEREAS**, the Local Sponsor and ODA have mutual interests in maintaining land in agricultural production, and;

**WHEREAS**, ODA administers the LAEPP through its Office of Farmland Preservation;

**WHEREAS**, Local Sponsor administers a farmland protection program, is a certified local sponsor as defined in OAC § 901-2-07 for LAEPP, and has opportunities to acquire agricultural easements from landowners within the County of **Fairfield** in the State of Ohio; and

**WHEREAS**, ODA and Local Sponsor have agreed to combine their resources to assure that such areas are protected from conversion to nonagricultural uses.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties intending to be legally bound hereby, covenant and agree as follows:

## **AGREEMENT**

### **ARTICLE I: BENEFITS**

The funding allocated to the Local Sponsor by ODA in this Agreement will be used for the protection of Ohio farm lands against conversion to non-agricultural use.

### **ARTICLE II: SCOPE OF WORK**

- 2.1 The Local Sponsor shall be responsible for the duties and obligations set forth in “Exhibit A – Scope of Work,” attached hereto and incorporated herein by reference, in connection to the use of ODA funds as identified in Article IV of this Agreement. These funds are for the acquisition of agricultural easements on real estate (“Property”) described in the attached “Exhibit B – Property/Funds,” attached hereto and incorporated herein by reference.
- 2.2 Exhibit B shall be amended from time to time as Properties are selected in accordance with Exhibit A. For the purposes of this Agreement, “agricultural easement” shall be defined as provided in ORC § 901.21, et seq. Local Sponsor hereby represents and warrants that it will comply with all applicable federal and state laws, specifically including but not limited to OAC § 901-2-01, et seq. in performing its described obligations herein.
- 2.3 Local Sponsor warrants that it has the necessary background, education, training, and skills to provide ODA with the essential services required to carry out the Scope of Work included as Exhibit A herein. Local Sponsor further warrants that he/she will provide satisfactory efforts in the performance of the same. Satisfactory performance of work pursuant to these standards shall be determined in ODA’s sole discretion. There will be no breach of this covenant if Local Sponsor is prevented from maintaining this standard by causes wholly beyond its control and without any default on its part.
- 2.4 All deeds will be drafted by ODA. Local Sponsor shall ensure that no changes are made to the deed at closing without the express knowledge and the prior written permission of ODA.
- 2.5 The agricultural easement closing (“Closing”) in connection with each Property shall occur on a time and date mutually agreed to by the parties, but in no event later than June 30, 2023. Local Sponsor may receive an extension to this deadline with the prior written approval of ODA.

- 2.6 ODA may, from time to time as it deems appropriate and necessary, communicate specific instructions and requests to the Local Sponsor concerning the performance of the work described in this Agreement; including but not limited to, the performance of Closing Instructions. An example of which is provided in “Exhibit C – ODA Closing Instructions,” which is attached hereto and incorporated herein by reference. Upon such notice and within a reasonable time, the Local Sponsor shall comply with such instructions and fulfill such requests to the satisfaction of ODA. It is expressly understood by the parties that the instructions and requests are for the sole purpose of performing the specific tasks requested and to ensure satisfactory completion of the work described in this Agreement.
- 2.7 The Local Sponsor shall retain responsibility for the management of the work, including the exclusive right to control or direct the manner or means by which the work described herein is performed. ODA retains the right to ensure that the work of the Local Sponsor is in conformity with the terms and conditions of the Agreement. Local Sponsor is to accept direction only from ODA in the performance of work contained in this Agreement and set forth in Exhibit A, Exhibit C, or other specialized instructions provided during the course of this agreement, unless explicitly stated otherwise in writing by ODA.
- 2.8 Nothing in this Agreement obligates ODA to complete the acquisition of an agricultural easement. There may be problems or issues which in the sole opinion of ODA require modifications, additions, or deletions to Exhibit B depending on the ability to obtain good and clear title and local input regarding the implementation of an agricultural easement. Additions to Exhibit B must have the written pre-approval from ODA. The additions and deletions must be made by a formal written amendment to this Agreement and must contain the same deadlines for closing for the acquisition of the agricultural easements and the request for payment.

### **ARTICLE III: TIME OF PERFORMANCE**

- 3.1 The services as stated in Exhibit A shall be concluded by the Local Sponsor on or before June 30, 2023. Prior to the expiration of this Agreement, the parties may mutually agree to renew this Agreement as indicated in Paragraph 3.3 below.
- 3.2 This Agreement shall remain in effect until the work described in Exhibit A is completed to the satisfaction of ODA or until terminated as provided in Article VIII, Termination of Local Sponsor’s Services, whichever is sooner. However, in no event will this Agreement continue beyond June 30, 2023, unless renewed as provided for herein.

- 3.3 As the current General Assembly cannot commit a future General Assembly to expenditure, this Agreement shall expire no later than June 30, 2023. This contract may be renewed, at ODA's option, for a period of one (1) year upon the same terms contained herein.
- 3.4 It is expressly agreed by the parties that none of the rights, duties, and obligations herein shall be binding on either party if award of this Agreement would be contrary to the terms of ORC § 127.16.

#### **ARTICLE IV: ODA'S OBLIGATION TO FUND**

- 4.1 Subject to the terms and conditions of this Agreement, upon execution of this Agreement, ODA shall obligate the sum of **\$187,198.00 (One Hundred Eighty-Seven Thousand One Hundred Ninety-Eight Dollars and 00/100 Dollars)** for the acquisition by Local Sponsor of agricultural easements for the parcels approved by the Director of ODA and added by amendment to Exhibit B.
- 4.2 ODA's contribution for the acquisition of each agricultural easement to be acquired by the Local Sponsor shall be up to but not more than seventy-five percent (75%) of the appraised value, as determined by ORC § 901.22 and OAC § 901-2-09, of the subject agricultural easement as provided in the Landowner Program Application.
- 4.3 If agricultural easements for all properties listed on Exhibit B are not closed, or payment for the agricultural easement is not requested by the mutually agreed closing date as provided in Exhibit A and previously stated herein, any remaining funds may be released from this obligation unless a written request to extend the closing or payment date is sent to ODA 30 days or less before such date, and approved in writing by ODA.

#### **ARTICLE V: LOCAL SPONSOR CONTRIBUTION AND RESPONSIBILITIES**

- 5.1 Local Sponsor must disburse one hundred percent (100%) of the payment, minus any cost or expense permitted by OAC § 901-2 *et seq*, representing the agricultural easement purchase price, to the landowner at the time of Closing, as that term is hereinafter defined. Local Sponsor shall pay all costs of the agricultural easement procurement and will operate and manage each agricultural easement in accordance with the Local Sponsor's program, this Agreement, and any relevant federal or state laws, regulations, or codes.
- 5.2 Local Sponsor shall not use ODA funds to acquire an agricultural easement on a property in which an employee or board member of the Local Sponsor, with decision-making

involvement in matters related to easement acquisition and management, or their immediate family or household member, has a property interest. Local Sponsor agrees to generally conduct itself in a manner so as to protect the integrity of agricultural easements which it holds, avoid the appearance of impropriety or actual conflicts of interests in its acquisition and management of agricultural easements, and in compliance with Article XVII: Ethics and Article XI: Conflicts of Interest, herein contained.

- 5.3 Local Sponsor agrees that it will not at any time, when the Local Sponsor is named as a Grantee in the agricultural easement, seek to acquire the remaining fee interest in the Property or otherwise enter into a partnership or joint venture wherein a partner has a fee interest in the Property.
- 5.4 When an agricultural easement violation is observed by Local Sponsor or reported to Local Sponsor by ODA, then Local Sponsor shall, after appropriate administrative and appeal rights, enforce the terms and conditions of the agricultural easement. Enforcement shall be pursuant to all available enforcement procedures; including legal and equitable remedies. In the event Local Sponsor should decide to utilize any legal or equitable remedy that involves the filing of a lawsuit, such use shall be subject to the mutual consent of the Parties prior to filing. The Local Sponsor agrees to completely and fully support ODA and work with ODA in the enforcement of this Agreement, the agricultural easement, and any agreement with a Landowner arising out of this Agreement. Failure to do so shall be a breach by the Local Sponsor of this Agreement.
- 5.5 Local Sponsor agrees to include ODA in any public news releases, events, brochures, fact sheets, or any other information distributed to the media (“Media Release”) related to the acquisition of an agricultural easement on the Property listed in Exhibit B and acquired with ODA funds under this Agreement. Local Sponsor agrees to provide any Media Release to ODA for review and comment at least three (3) business days prior to its publication.
- 5.6 Local Sponsor agrees to comply with ODA guidelines and requirements regarding the disclosure of any confidential and/or potentially sensitive information about governmental and landowner issues, and such information shall not be disclosed without the prior written consent of ODA.
- 5.7 If Local Sponsor enters into a Cooperative Agreement with the United States Department of Agriculture – Natural Resources Conservation Service (“USDA-NRCS”) to receive matching funds under its Agricultural Conservation Easement Program – Agricultural Land Easement (“ACEP-ALE”) program, Local Sponsor is responsible for completion of all requested documents and services outlined in Cooperative Agreement with NRCS.

- 5.8 Any ODA funds received by Local Sponsor under this Agreement may not be utilized for reimbursement by Local Sponsor under any federal or state program, including ACEP-ALE.

## **ARTICLE VI: PAYMENT AND CERTIFICATION OF FUNDS**

- 6.1 The Local Sponsor shall notify ODA when the funds for the agricultural easement are to be requested for payment.
- 6.2 Funds shall be paid to Local Sponsor via an escrow agreement as provided in “Exhibit H – Escrow Agreement,” or substantially similar to the same, and approved by ODA with the title company as arranged by Local Sponsor. Local Sponsor shall, upon receipt of the funds from ODA, deposit and endorse over the funds to the title agent pursuant to the escrow agreement. Such escrow agreement shall specifically provide that:
- a. ODA is a third-party beneficiary of the escrow agreement;
  - b. Funds shall be returned to ODA if not disbursed to Landowner within 90 calendar days of the deposit of funds to the title agent unless otherwise agreed in writing by ODA; and
  - c. Any other requirements as specified by ODA.
- 6.3 Local Sponsor shall provide ODA notice of the scheduled Closing not less than 90 calendar days prior to said Closing to ensure timely delivery of the funds.
- 6.4 In the event that funds are requested and placed with the title company in escrow, and that said funds are not disbursed at Closing within 90 calendar days of such deposit, the use of said funds shall be de-obligated and returned to ODA by the title agent unless the title agent has received an amendment to the escrow agreement which consents to holding the funds longer than 90 days.
- 6.5 In the event that any funds sent to the Local Sponsor are not endorsed or otherwise provided to the title agent pursuant to the requirements of this paragraph within 5 days of receipt, such check shall be returned to ODA unless written permission is provided by ODA to continue to hold the check.
- 6.6 Any periods of time longer than 90 calendar days to hold the funds shall require prior written amendment of this Agreement by the parties.

- 6.7 It is understood that ODA's funds are contingent on the availability of lawful appropriations by the Ohio General Assembly. If the Ohio General Assembly fails at any time to continue funding for the payments due hereunder, this Agreement is terminated as of the date that the funding expires without further obligation to ODA.
- 6.8 ORC 126.30 is applicable to this Agreement and requires payment of interest on overdue payments. The interest charge shall be at the rate per calendar month which equals one-twelfth of the rate per annum prescribed by ORC 5703.47.
- 6.9 This Agreement is subject to ORC 126.07, which provides, in part, that orders under this Agreement shall not be valid and enforceable unless the Director of the Office of Budget Management first certifies that there is a balance in the appropriations not already obligated to pay existing obligations.
- 6.10 Under ORC 5739.02(B)(1) the State of Ohio is exempt from all state and local taxes. Neither the State of Ohio nor ODA agree to pay any taxes.

#### **ARTICLE VII: AGRICULTURAL EASEMENT REQUIREMENTS**

- 7.1 The Local Sponsor shall ensure that agricultural easements acquired under this Agreement meet the following requirements:
- a. Run with the land in perpetuity;
  - b. Protect agricultural use and related conservation values by limiting nonagricultural uses of the land and specify prohibited uses along with permitted uses;
  - c. Provide for the administration, management, and enforcement of the agricultural easement by the Local Sponsor or its successors;
  - d. Provide that if this Easement is extinguished, terminated, or condemned, in whole or in part, Landowner shall reimburse ODA for the amount equal to the proportionate share of the fair market value of the Protected Property unencumbered by this Easement as required by ORC § 901.22(A)(2)(b), and which is further specified in the terms of that certain Deed of Agricultural easement; and
  - e. All other provisions as required by ODA.



- 7.2 The form of any deed of agricultural easement used under this Agreement shall be drafted, approved, and provided by ODA. Any revisions or modifications thereto must be approved by ODA in writing prior to the Closing.

#### **ARTICLE VIII: TERMINATION OF LOCAL SPONSOR'S SERVICES**

- 8.1 ODA and Local Sponsor may mutually agree, at any time prior to the completion of services by the Local Sponsor under this Agreement, suspend or terminate this Agreement with or without cause by giving written notice to the other Party.
- 8.2 ODA shall be entitled, by written or oral notice, to cancel this Agreement in its entirety or in part, for breach of any of the terms, and to have all other rights against Local Sponsor by reason of the Local Sponsor's breach as provided by law. A breach shall mean, but shall not be restricted to, any one or more of the following events:
- a. Local Sponsor fails to perform the services by the date required or by such later date as may be agreed to in a written amendment to the Agreement, signed by ODA;
  - b. Local Sponsor breaches any warranty or fails to perform or comply with any term of this Agreement;
  - c. Local Sponsor makes any general assignment for the benefits of any creditors not previously authorized;
  - d. In ODA's sole opinion, Local Sponsor becomes insolvent or in an unsound financial condition so as to endanger performance hereunder;
  - e. Local Sponsor becomes the subject of any proceeding under any law relating to bankruptcy, insolvency, or reorganization or relief from debtors; or
  - f. Any receiver, trustee or similar official is appointed for Local Sponsor or any of Local Sponsor's property.
- 8.3 Upon notice of suspension or termination, Local Sponsor shall cease all work on the suspended or terminated activities under this Agreement, suspend or terminate all subcontracts relating to the suspended or terminated activities, and take all necessary steps to limit disbursements and minimize costs. If requested by ODA, Local Sponsor will furnish a report, as of the date of receipt of notice of suspension or termination, describing the status of all work under this Agreement. Including, without limitation, results, conclusions resulting therefrom, and any other matters ODA requires.

- 8.4 If the Local Sponsor materially fails to comply with the terms of this Agreement, ODA reserves the right to wholly or partially recapture funds provided hereunder in accordance with applicable regulations.
- 8.5 ODA cannot make commitments in excess of funds authorized by law or made administratively available. If ODA cannot fulfill its obligations under this Agreement because of insufficient funds, this Agreement will automatically terminate with no further obligation by ODA. The Local Sponsor understands and agrees that no action arising out of or related to this Agreement may be brought by the Local Sponsor more than one (1) year after the cause of action accrued, regardless of the form of action.
- 8.6 In the event this Agreement is terminated prior to its completion, Local Sponsor shall deliver to ODA all work products and documents which have been prepared by Local Sponsor in the course of providing services under this Agreement. All such materials shall become and remain the property of ODA, to be used in such manner and for such purpose as ODA may choose.
- 8.7 Local Sponsor agrees to waive any right to, and shall make no claim for, additional compensation against ODA by reason of such suspension or termination.

#### **ARTICLE IX: RELATIONSHIP OF PARTIES**

- 9.1 ODA and Local Sponsor agree that Local Sponsor shall be engaged by ODA solely on an independent contractor basis and Local Sponsor shall therefore be responsible for all of its own business expenses. Including, but not limited to, computers, phone service and office space. Local Sponsor will also be responsible for all licenses, permits, employees' wages and salaries, insurance of every type and description, and all business and personal taxes, including income and Social Security taxes and contributions for Workers' Compensation and Unemployment Compensation coverage, if any.
- 9.2 While Local Sponsor shall be required to render services described hereunder for ODA during the term of this Agreement, nothing herein shall be construed to imply, by reason of Local Sponsor's engagement hereunder as an independent contractor, that ODA shall have or may exercise any right of control over Local Sponsor with regard to the manner or method of Local Sponsor's performance of services hereunder.
- 9.3 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.

- 9.4 It is fully understood and agreed that the Local Sponsor is an independent contractor and is not an agent, servant or employee of ODA or the State of Ohio.

#### **ARTICLE X: RELATED AGREEMENTS**

- 10.1 The work contemplated in this Agreement is to be performed by Local Sponsor, who may subcontract without ODA's approval for the purchase of articles, supplies, components, or special mechanical services that do not involve the type of work or services described in Exhibit A, but which are required for its satisfactory completion. Local Sponsor shall not enter into other subcontracts related to the work described in this Agreement without prior written approval by ODA. All work subcontracted shall be at Local Sponsor's expense.
- 10.2 Local Sponsor shall bind its subcontractors to the terms of this Agreement, so far as applicable to the work of the subcontractor, and shall not agree to any provision which seeks to bind ODA to terms inconsistent with, or at variance from, this Agreement.
- 10.3 Local Sponsor shall furnish to ODA a list of all subcontractors, their addresses, tax identification numbers, and the dollar amount of each subcontract.

#### **ARTICLE XI: CONFLICTS OF INTEREST**

- 11.1 Subject to the terms of paragraph 11.3 below, Local Sponsor shall not acquire, prior to the completion of the terms contained herein, any personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of its functions and responsibilities with respect to the terms contained herein.
- 11.2 Subject to the terms of paragraph 11.3 below, should Local Sponsor acquire an incompatible or conflicting personal interest, on or after the effective date of this Agreement, or involuntarily acquires any such incompatible or conflicting personal interest, Local Sponsor shall immediately disclose Local Sponsor's interest to ODA in writing. Thereafter, Local Sponsor shall not participate in any action affecting the terms of this Agreement, unless ODA determines that, in light of the personal interest disclosed, Local Sponsor's participation in any such action would not be contrary to the public interest, the statement of work, or the statutory and regulatory authority of ODA.
- 11.3 As an agency of the State of Ohio, ODA may not contract for services currently being performed for another state agency, so that the State actually pays more than once for the same services. Nor may ODA contract for services with another agency where the other agency's contracts could interfere with or conflict with the terms set forth in this Agreement

or the regulatory authority and power of ODA. Therefore, Local Sponsor asserts that it has not entered into other agreements with another state or public agency for similar work as set forth herein that would negatively impact or interfere with the terms set forth herein or the regulatory power and authority of ODA. Nor shall Local Sponsor enter into similar agreements, without informing ODA in writing of the other agreements.

- 11.4 Charitable organizations shall continue to meet the requirements specified in OAC § 901-2-04 and § 901-2-07.

## **ARTICLE XII: RIGHTS IN DATA AND COPYRIGHTS/PUBLIC USE**

The work product and its component parts provided by Local Sponsor under this Agreement are considered “work for hire” and shall become the property of the State of Ohio and neither Local Sponsor, nor employees or anyone with whom it subcontracts shall claim or assert any right, title, or other interest in, the work product or any of its component parts. The State, and any person, agency, or instrumentality providing financial assistance for the work performed under this Agreement shall have an unrestricted right to reproduce, distribute, modify, maintain, and use the work product, and Local Sponsor shall not obtain copyright, trademark, service mark, or other proprietary protection for the work product. Local Sponsor shall not include in any work product any matter for which there is proprietary protection, unless the owner and any person, agency, or instrumentality providing financial assistance to the work hereunder gives prior written approval to use such protected matter. If any of the work products is subcontracted, the Local Sponsor shall bind the subcontractor to the terms of this Article.

## **ARTICLE XIII: RECORD KEEPING**

- 13.1 Any payment required under this Agreement shall be for obligations incurred in performance of this Agreement and shall be supported by contracts, invoices, vouchers, and other data, as appropriate, evidencing the costs incurred.
- 13.2 All records shall be kept in a manner consistent with generally accepted accounting procedures. The documentation in support of each action in the accounting records shall be filed in such a manner that it can be readily located. Records shall be maintained for three years after the completion of the Agreement.
- 13.3 Upon ODA’s request, Local Sponsor shall provide reasonable access and a right to examine, during normal business hours, any and all books, documents, and records necessary to ensure or review compliance of this Agreement to ODA.

#### **ARTICLE XIV: CONFIDENTIALITY**

- 14.1 Local Sponsor shall not discuss or disclose any information or material obtained pursuant to its obligations under this Agreement without the prior written consent of ODA, unless disclosure is required pursuant to ORC 149.43. Prior to the release of Public Records (as defined in ORC 149.43) ODA shall be notified of the pending release.
- 14.2 All provisions of this Agreement relating to “confidentiality” shall remain binding upon Local Sponsor in the event of cancellation.

#### **ARTICLE XV: NONDISCRIMINATION OF EMPLOYMENT**

Local Sponsor agrees to comply with all applicable federal, state, and local laws in the conduct of the terms herein, including but not limited to ORC 125.111. In the event that any provision of this Agreement conflicts with any law, rule, or regulation, said law, rule or regulation shall prevail.

#### **ARTICLE XVI: ASSIGNMENT**

- 16.1 Neither this Agreement nor any rights, duties, or obligations hereunder may be assigned or transferred in whole or in part by the Local Sponsor, without the prior written consent of ODA.
- 16.2 This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties.

#### **ARTICLE XVII: OHIO ETHICS LAW REQUIRMENTS**

- 17.1 Local Sponsor certifies that he/she has not given nor promised to give anything of value to any public official or employee of ODA or any other board, commission, or agency of the State of Ohio. Local Sponsor also certifies that he/she is in compliance with and will remain in compliance with all of the provisions of Ohio Ethics Law as provided by ORC 102.03 and 102.04.
- 17.2 Local Sponsor affirms that, as applicable to Local Sponsor, no party listed in ORC 3517.13(I) and (J) or spouse of such party has made, as an individual, one or more contributions totaling in excess of \$1,000.00 to the Governor or to his campaign committees within the two previous calendar years.

- 17.3 Local Sponsor certifies that it does not have on its staff, payroll, or otherwise employed for monetary compensation or not, any employee who, within the past twelve months, was a public official or ODA employee or any other board, commission or agency of the State of Ohio who had the ability to make decisions regarding approval, disapproval, recommendation, rendering advice, investigation or otherwise exercised substantial administrative control over matters concerning Local Sponsor at the time of his/her state employment.

#### **ARTICLE XVIII: LIABILITY**

- 18.1 Each Party agrees to be responsible for their own liability resulting from the negligence or intentional acts or omissions of its trustees, officers, employees, and agents, including but not limited to patent or copyright infringement, while they are acting within the scope of this Agreement.
- 18.2 Each party to this Agreement shall be responsible for any breach of this Agreement, or negligent acts or omissions arising out of or in connection with this Agreement, or any other agreement entered into as a result of this Agreement, as determined by a court of competent jurisdiction, or as the parties may otherwise mutually agree. Nothing in this Agreement shall impute or transfer any such responsibility from one party to the other party.
- 18.3 Each party is responsible for paying its own costs and attorney's fees that arise from defending any claims brought under the terms of this Agreement.
- 18.4 In no event shall either party be liable to the other party for indirect, consequential, incidental, special, or punitive damages, or lost profits.

#### **ARTICLE XIX: CONDITIONS AND WARRANTIES**

- 19.1 Local Sponsor warrants that it is not listed with the Secretary of State for unfair labor practices, pursuant to ORC 121.23.
- 19.2 Local Sponsor affirmatively represents and warrants to the State that it is not subject to a finding for recovery under ORC 9.24, or that it has taken the appropriate remedial steps required under ORC 9.24 or otherwise qualifies under that section.
- 19.3 Local Sponsor warrants that he/she has no outstanding final judgments against it by the State, including tax liabilities, and agrees that any payments provided to the Local Sponsor

by the State pursuant to this Agreement may be applied against such liabilities currently owing or incurred in the future.

- 19.4 Local Sponsor agrees that if this representation and warranty is deemed to be false, the Agreement shall be void *ab initio*, and any funds paid by State hereunder shall be immediately repaid to State
- 19.5 Local Sponsor affirmatively represents that it does not and will not boycott any jurisdiction with whom the State can enjoy open trade during the contract period, in accordance with ORC 9.76.

## **ARTICLE XX: ENTIRE AGREEMENT AND WAIVER**

- 20.1 This written Agreement constitutes the entire Agreement between Local Sponsor and ODA, and there are no other agreements between them, either oral or written, which relate to the work to be performed under this Agreement.
- 20.2 This Agreement supersedes any and all previous agreements, whether written or oral, between the Parties. No change to any provision of this Agreement shall be effective unless stated in writing and signed by both parties to this Agreement.
- 20.3 No term or provision of this Agreement shall be deemed waived and no breach excused unless the waiver or consent is in writing and signed by both parties to this Agreement. ODA may at its discretion, in event of a breach, notify Local Sponsor of the breach and allow the time specified by ODA to correct the breach.
- 20.4 A waiver by any Party of any breach or default by the other party under this Agreement shall not constitute a continuing waiver by such party of any subsequent act in breach of or in default hereunder.

## **ARTICLE XXI: NOTICES**

- 21.1 All notices, consents, requests, and other communications hereunder shall be in writing and shall be deemed to be given upon receipt thereof and shall be sent to the addresses set forth hereunder or to such other address as the other party hereto may designate by written notice transmitted in accordance with this provision. Electronic or facsimile notices are permitted when reasonable and upon approval by ODA.

- 1) In case of ODA to:

**Jody Bowen**  
**Ohio Department of Agriculture**  
**Office of Farmland Preservation**  
**8995 East Main Street**  
**Reynoldsburg, Ohio 43068**

- 2) In case of the Local Sponsor to:

**Jonathan Ferbrache**  
**Fairfield County Board of Commissioners c/o**  
**Fairfield Soil and Water and Conservation District**  
**831 College Avenue, Suite B**  
**Lancaster, Ohio 43130**

- 21.2 Any and all notices and other documents and communications required to be given pursuant to this Agreement shall be deemed duly given: (a) upon actual delivery, if delivery is by hand or courier service; (b) upon receipt by the transmitting party of confirmation or answer back if delivery is by facsimile or electronic means; or (c) upon the third day following delivery into the U.S. mail if delivery is by regular U.S. mail. Each such notice shall be sent to the respective party at the address indicated first above or at any other address as the respective party may designate by notice delivered pursuant hereto.

## **ARTICLE XXII: CONSTRUCTION, APPLICABLE LAW, AND HEADINGS**

- 22.1 Under ORC Chapter 2743 the State of Ohio has waived its immunity from liability and consented to be sued and have its liability determined in its Court of Claims in accordance with the same rules of law applicable to suits between private parties, except to the extent the determination of the State of Ohio's liability is subject to limitations set forth in ORC Chapter 2743.
- 22.2 In the event of any conflict between the terms and provisions of the body of this Agreement and any exhibit hereto, the terms and provisions of the body of this Agreement shall control.
- 22.3 This Agreement and any claims arising in any way out of this Agreement shall be governed by the laws of the State of Ohio. Any provision of this Agreement prohibited by the law of Ohio shall be deemed void and of no effect.
- 22.4 All actions regarding this Agreement shall be forumed and venued in a court of competent subject matter jurisdiction in Franklin County, Ohio and both parties irrevocably waive any



objections to convenience of forum. In the event that this Agreement should become subject to the jurisdiction of the Court of Claims, the parties agree that such jurisdiction shall be binding and take precedence over any other forum selection clauses of this Agreement.

22.5 Any provision of this document found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the Agreement.

22.6 The headings used in this Agreement are for convenience only and shall not be used in interpreting this Agreement.

### **ARTICLE XXIII: DEBARMENT**

Local Sponsor represents and warrants that it is not debarred from consideration for contract awards by the Director of the Department of Administrative Services, pursuant to either R.C. 153.02 or ORC 25.25. If this representation and warranty is found to be false, this Agreement is void ab initio and Local Sponsor shall immediately repay to ODA any funds paid under this Agreement.

### **ARTICLE XXIV: ANTITRUST ASSIGNMENT**

Local Sponsor agrees to assign to ODA all State and Federal antitrust claims and causes of action that relate to all goods and services provided for in this Agreement.

### **ARTICLE XXV: EXCUSE OF PERFORMANCE**

25.1 The performance of this Agreement, except for the payments of money for services already rendered, may be suspended by either Party for cause or causes beyond the reasonable control of such Party.

25.2 Such causes shall include, but not be limited to, acts of God, acts of war, riot, fire, explosion, accident, flood or sabotage; unforeseeable or unpreventable lack of adequate fuel, power, raw materials, labor or transportation facilities; unforeseeable changes in governmental laws, regulations, requirements, orders or actions; unforeseeable or preventable breakage or failure of machinery or apparatus; national defense requirements; injunctions or restraining orders; unforeseeable or unpreventable labor trouble, strike, lockout or injunction, provided that neither Party shall be required to settle or prevent a labor dispute against its own best judgment.

## **ARTICLE XXVI: COUNTERPARTS**

This Agreement may be executed in any number of counterparts, each of which is to be deemed an original, and all of such counterparts together shall constitute one and the same instrument. A facsimile signature or other similar electronic reproduction of a signature shall have the force and effect of an original signature, and in the absence of an original signature, shall constitute the original signature. The provisions of this Agreement are severable and independent, and if any such provision shall be determined to be unenforceable in whole or in part, the remaining provisions and any partially enforceable provision shall, to the extent enforceable in any jurisdiction, nevertheless, be binding and enforceable.

## **ARTICLE XXVII: DRUG FREE WORKPLACE**

Local Sponsor agrees to comply with all applicable state and federal laws regarding drug-free and smoke-free workplace requirements and shall make good faith effort to ensure that all its employees will not purchase, transfer, use or possess illegal drugs or abuse prescription drugs in any way and will not violate Ohio Liquor Law or any other state or federal law regarding the sale, transfer, or consumption of alcoholic beverages

## **ARTICLE XXVIII: EXECUTION**

This Agreement is not binding upon ODA unless executed in full.

**[THIS PORTION IS INTENTIONALLY LEFT BLANK]**

A facsimile signature or other similar electronic reproduction of a signature shall have the force and effect of an original signature, and in the absence of an original signature, shall constitute the original signature.

**IN WITNESS WHEREOF**, to show their agreement hereto, the parties have hereunto set their hands and affixed their signatures.

**LOCAL SPONSOR**

Date:

By:

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(print name)

\_\_\_\_\_  
(print title)

**Fairfield County Board of Commissioners**  
**210 East Main Street**  
**Lancaster, OH 43130**

**OHIO DEPARTMENT OF AGRICULTURE**

Date:

Signed on  
behalf of

By:

\_\_\_\_\_  
Director

Approved:

Date:

By:

\_\_\_\_\_  
**Natalie N. Hylton**

Deputy Legal Counsel

This instrument was prepared by:

Ohio Department of Agriculture  
8995 East Main Street  
Reynoldsburg, OH 43068-3342

**EXHIBIT A**  
**SCOPE OF WORK**

- A. Selection of Landowners Eligible for Purchase: The Local Sponsor shall perform all necessary legal and administrative actions to ensure the proper acquisition of and recordation of valid agricultural easements. The Local Sponsor shall follow the appropriate phases for the determination of eligible landowners and their properties for purchase as outlined in Ohio Administrative Code (“OAC”) § 901-2-06, within the following timeline:
1. In the event Local Sponsor opts to provide its own requirements for points in the “Other Factors” Section of the ODA online landowner application, Local Sponsor shall follow the Instructions for Preparing LAEPP Localized Questions and submit required information for approval no later than fourteen (14) days before the opening of the online landowner application.
  2. Pursuant to OAC § 901-2-04, online applications from potential landowners may be solicited and accepted beginning on January 18, 2023. All applications must be submitted electronically to ODA by April 18, 2023. All original applications must subsequently be sent to ODA by May 2, 2023.
  3. Local Sponsor shall review and rank each received application based on the farmland ranking system as previously approved by ODA and further specified in OAC § 901-2-05.
  4. Local Sponsor shall submit the hardcopy applications of the farms selected for easement purchase and any alternate applications no later than **May 2, 2023** (hereinafter known as the “Application Submission Deadline”). Local Sponsor shall also provide a summary of all electronically-submitted applications received and ranked to ODA in the same form as the example provided in “Exhibit D – Summary of Applications Received.”
  5. Within **ninety (90) days of the Application Submission Deadline** and after receiving notice of approval by ODA of the landowner applications selected for funding, Local Sponsor shall notify selected landowners of their acceptance into the program, and shall send the Notice of Selection created on their organization’s letterhead to the Landowner. An example of the Notice of Selection is provided in “Exhibit E – Notice of Selection” to the Cooperative Agreement. Local Sponsor shall provide the **original** Signed Notice of Selection to ODA no later than within one hundred twenty (120) days of the Application Submission Deadline. After receipt of the executed Notice of Selection by the Landowner, ODA shall provide an Amended “Exhibit B – Property/Funds” with the Properties identified for Local Sponsor’s execution.
  6. Local Sponsor shall complete all required due diligence and remaining steps in this Agreement to complete purchase of the selected Property pursuant to Section 2.5 of this Cooperative Agreement unless otherwise agreed in writing by ODA.
  7. Local Sponsor shall obtain the following documents for each selected Property at the landowner’s expense as provided in Sections B – O of this “Exhibit A – Scope of Work:”
    - a. **Ninety (90)** year title search and commitment shall be provided to ODA within one hundred and eighty (180) days of the Application Submission Deadline;
    - b. Property survey and appraisal if requested by ODA; and

**EXHIBIT A**  
**SCOPE OF WORK**  
(continued)

- c. Subordination of all mortgages, leases, liens, restrictions or legal or equitable interests present on the title of the Property unless otherwise exempted by ODA as outlined in the ODA Closing Instructions in a form similar as provided in the example in “Exhibit C – ODA Closing Instructions.”
  - d. Present Condition Report (PCR) using a template provided by ODA as specified in OAC § 901-2-08.
- 8. Local Sponsor shall complete the following after supplying documents in the previous paragraph of this Exhibit A:
  - a. Local Sponsor shall request ODA to send the Purchase Agreement prepared by ODA to the Landowner. Landowner must return a signed Purchase Agreement to Local Sponsor and/or ODA within thirty (30) calendar days of postmark. Local Sponsor must request and provide a signed Purchase Agreement at least ninety (90) days prior to the date the deed of easement is scheduled to be executed and funds exchanged (“Closing”).
  - b. Local Sponsor shall provide an original signed escrow agreement which complies with Section 6 of the Cooperative Agreement and closing protection coverage no later than forty-five (45) days prior to Closing.
  - c. Local Sponsor shall forward all preliminary Closing documents for review and final closing approval to ODA after receipt of the Purchase Agreement for final review of clear title and any further actions to ensure clear title to the Property at least thirty (30) days prior to Closing. Upon receipt of the documents and approval by ODA, ODA shall forward to the Local Sponsor the Deed of Agricultural Easement and final ODA Closing Instructions for use at Closing.
- B. Title Search: The Local Sponsor shall select a title agency in good standing with the Ohio Secretary of State. The title agency must be able to conduct the title search, prepare the title commitment, issue owner’s policy, provide escrow services and facilitate closing and recordation. The Local Sponsor shall provide their title agent with ODA’s Title Review Checklist, attached hereto as “Exhibit I – Title Review Checklist.” The title agency shall provide a title search of the public records concerning the titles to the parcels of such real estate as delineated in the Property attached hereto as Exhibit B. The Local Sponsor shall submit a written report (also known as the title commitment), as to each parcel, each of which shall include the factual information enumerated below, to the extent that such information can be ascertained from a search of the public records relating to the title of said real estate. The search shall cover a period sufficient to satisfy the State that all matters presently affecting the title have been found, but in no event for a period less than ninety (90) years. The search shall be provided in a commitment for the owner’s title policy of insurance, which should include at a minimum the following:
  - 1. The name, address, and marital status of record holder or holders of title.
  - 2. The name, address of spouse, if any, a record holder or holders of title.
  - 3. List of the combined actual total acreage for the entire interest in land being acquired in the Deed of Easement.

**EXHIBIT A**  
**SCOPE OF WORK**  
(continued)

4. The names, and if it appears of record, the address, of the owners of any encumbrances upon or interest in the real estate, such as mortgages, land contract, leases, easements, rights-of-way, mineral rights or reservations, together with the recording references and dates thereof.
  5. Unsatisfied executions and lien judgments, foreign or domestic, or pending suits of record in the courts of records and on file in the Sheriff's office and the Clerk of Court's office of said county, which may affect the title to the real estate examination.
  6. Any other tax liens, mechanics liens, recognizance liens, unemployment compensation liens, workers compensation liens or any other infirmity, encumbrances, liens, or cloud on title disclosed by the public records of the County where the real estate is located.
  7. The tax duplicate description, auditor's parcel number, current agricultural recoupment or use valuation, if applicable, and current tax valuation, including statement of taxes, assessment liens, penalties, and interest which have not been paid and are a lien.
  8. The gross acres of all parcels, minus highway rights-of-way and all other exclusions or transfers, in order to provide a net acreage of all parcels for the agricultural easement.
  9. Attach a complete copy of **all recorded deeds and encumbrances** of the land or parcels of land which make up an owner's property which are used as a unit of land acquired for ODA purposes, together with the recording reference and dates thereof, and a statement of the total acreage to be acquired by ODA easement.
  10. The Local Sponsor shall provide to ODA a copy of the **title commitment, all source documentation** (including documentation of conveyances for a period of **90 years**), and any other requested documentation related to title within one hundred eighty (180) days after the Application Submission Deadline so the legal office may review the title commitment and issue a title opinion for ODA prior to closing. ODA will then issue preliminary Closing Instructions to the Local Sponsor.
  11. Local Sponsor shall secure recording services surrounding the agricultural easement acquisition in the most cost-effective manner on behalf of ODA subject to the pre-approval of ODA, and provide an update of title on the parcels immediately prior to recordation.
  12. The Local Sponsor shall secure closing protection coverage as well as an owner's policy of title insurance on the parcels delineated in Exhibit B, naming the Director of ODA as the sole owner insured. Evidence of closing protection coverage shall be provided no later than forty-five (45) days prior to Closing.
- C. Purchase Agreement: After obtaining all the documents in Paragraph 7 of Section A of this Exhibit A, Local Sponsor shall request ODA send the Purchase Agreement prepared by ODA to the Landowner. Such Purchase Agreement shall substantially follow the example provided in "Exhibit F – Purchase Agreement." In order to participate in the program, Landowner must return a signed Purchase Agreement to Local Sponsor and/or ODA within thirty (30) calendar days of postmark. Local Sponsor must request and provide a signed Purchase Agreement at least ninety (90) days prior to the date the deed of easement is scheduled to be executed and funds exchanged ("Closing") or the Closing shall be rescheduled by the Local Sponsor.

**EXHIBIT A**  
**SCOPE OF WORK**  
(continued)

- D. Appraisal: If required by the Director, ODA may direct the Local Sponsor to obtain a comparable land appraisal at Landowner's expense by a certified general appraiser. The appraiser must be selected by following the Ohio Administrative Code ("OAC") Chapter 901-2 and Ohio Revised Code ("ORC") Chapter 4763.  
Additionally, if the Local Sponsor requests and receives a Points Based Appraisal Exception, they must follow the Points Based Appraisal Exception Policy & Guidelines for the Local Agricultural Easement Purchase Program ("LAEPP") 2023 and other steps deemed necessary by ODA to obtain the appraisal.
- E. Preparation for Closing: Local Sponsor shall forward all preliminary Closing documents for review and final closing approval to ODA after receipt of the Purchase Agreement for final review of clear title and any further actions to ensure clear title to the Property at least thirty (30) days prior to Closing. Upon receipt of the documents and approval by ODA, ODA shall forward to the Local Sponsor the Deed of Agricultural Easement and final ODA Closing Instructions for use at Closing. No changes may be made to the Deed of Agricultural Easement without the express consent of ODA in writing.
- F. Date and Place of Closing: The parties shall mutually agree to a closing date, but in no event later than June 30, 2023 unless otherwise agreed in writing by ODA.
- G. Settlement or Closing Statement: A settlement or closing statement reflecting the amount to be paid for the agricultural easement, as well as any costs and expenses as incurred by the parties, which complies with Section 5 of this Cooperative Agreement, shall be submitted to ODA prior to Closing, and signed by the Ohio Department of Agriculture, the Local Sponsor, the Landowner, and the title agent.
- H. Persons Required at Closing Conference: The following persons must attend the closing conference, if possible: Landowner(s) and a representative of the Local Sponsor. At ODA's discretion, a representative from the Office of Farmland Preservation may attend the closing conference.
- I. Local Sponsor to Hold Easement and All Documents Relating to Title: Local Sponsor, through the services of a title agency in good standing, shall have all of the necessary documents relating to title in Property and the granting of the agricultural easement executed, which include but are not limited to the Notice of Selection, Purchase Agreement, Agricultural Easement Deed, Commitment/binder, Owner's Title Insurance Policy/ies naming ODA, Closing Coverage Policy/ies, Subordination Agreement(s), if applicable; and Title Commitment, Title Insurance, Recording, Appraisal Invoices. The Local Sponsor shall perform all necessary legal and administrative actions to ensure proper closing and recordation of a valid agricultural easement which is in accordance with LAEPP Policies and Guidelines and this Agreement. The LAEPP Policies and Guidelines are attached hereto as "Exhibit G – LAEPP Policies and Guidelines" and are incorporated herein, and are subject to revision at any time in the sole discretion of ODA. Local Sponsor shall determine if all documents include the proper designation of ODA's name and manner of holding the agricultural easement on the Property. Further, the Local Sponsor shall ensure that the agricultural easement acquired under this Agreement (i) runs with the land in perpetuity or the maximum allowable under State law; (ii) protects agricultural use and related conservation values by limiting nonagricultural uses of the land; (iii) provides for the

**EXHIBIT A**  
**SCOPE OF WORK**  
(continued)

administration, management, and enforcement of the agricultural easement by the Local Sponsor; (iv) requires implementation of a conservation plan; (v) includes the appropriate right of enforcement and general indemnification provisions for the benefit of ODA; and (vi) include the appropriate environmental warranty, permitted uses and prohibited uses for the Property as provided in the LAEPP Policies and Guidelines as available from ODA's Office of Farmland Preservation.

- J. Treatment of Existing Liens and Mortgages: On the date of Closing, the Property shall be free of any liens or mortgages which encumber the Property, or such liens and mortgages have been subordinated to the agricultural easement interest of ODA as required by OAC § 901-2-02(A)(4) or which ODA deems could affect the intent of the easement. Landowner and/or Local Sponsor shall be held responsible for obtaining and recording all such subordinations, lien releases and/or mortgage releases and provide such releases and/or subordinations to ODA prior to the Closing.
- K. Conditions of Title: Landowner must have good and marketable title to the Property with an unbroken chain of title of record for at least ninety years prior to the date the title search was conducted. For the purposes of this Agreement, a "good and marketable title" shall be defined as a title that is free and clear of all liens, easements, restrictions, and encumbrances other than current taxes due. In addition, Landowner's title must not be subject to any interests other than those interests specifically described in the title search or Landowners application. If the title is encumbered by outstanding or reserved interests, the Local Sponsor shall ensure that any outstanding interests are subordinated to the agricultural easement or that any exceptions from this subordination requirement are approved by ODA, and are consistent with the purposes of the LAEPP.
- L. Conservation Plan: The Grantor, the Grantor's heirs, successors and assigns, shall conduct all farming operations in accord with applicable federal and state laws and using best management practices approved by the US Department of Agriculture, Natural Resources Conservation Service, Soil and Water Conservation District or another qualified professional approved by the Grantee. Prior to payment at Closing, the Local Sponsor shall ensure that each Property on which an agricultural easement will be acquired has a conservation plan prepared or approved by the Natural Resources Conservation Service or Soil and Water Conservation District to maintain the agricultural productivity of the farm for this and future generations.
- M. Local Sponsor to Record Easement, Subordination, and Other Documents: If all conditions of title are met, including update of title on the parcels immediately prior to recordation, the Local Sponsor shall record the agricultural easement and if applicable, any other executed documents, releases and agreements which must be recorded (including but not limited to: subordinations, trust agreements, etc.) in the office of the recorder of the county in which the property is located. Local Sponsor shall ensure that cross references to existing Deed(s) for the property are included on recorded documents.
- N. Disbursement of Funds: After recordation of the Easement and upon determination by Local Sponsor, through the services of a title agency in good standing, and in good faith that all instructions and conditions specified in the final ODA Closing Instructions and escrow agreement have been satisfied, title agent shall pay all costs as itemized in ODA's signed Settlement Statement out of the funds held in the escrow account. Once all other costs are paid, from the terms and requirements of the signed escrow agreement, the remainder of the funds held in the escrow account shall then be disbursed to the landowner entitled to payment.



**EXHIBIT A**  
**SCOPE OF WORK**  
(continued)

- O. Notification of Closing: Local Sponsor shall notify ODA within three business days of Closing that the Closing has occurred.
- P. Original Documents to ODA: After the Closing, as soon as possible, but in any event no later than 90 days after the Closing, Local Sponsor shall present ODA with the original copy of the Deed of Easement and, if applicable, any other executed agreements to be recorded in the county recorder's office (including but not limited to: subordinations, trust agreements, etc.). Local Sponsor shall also present ODA with the title insurance policy and any other documents requested on the Closing Instructions.
- Q. Monitoring: The Local Sponsor shall monitor the use and management of the Property covered by the agricultural easement on an annual basis to ensure that the Property is being managed and used according to the provisions in the agricultural easement agreement entered into by the Local Sponsor and the landowner. An annual report of the status of the acquired Agricultural Easements shall be submitted annually by the Local Sponsor. ODA will define the format of this report and provide any revisions or changes to the report format annually to Local Sponsor.

**EXHIBIT B**  
**PROPERTY / FUNDS**  
*(TEMPLATE - Prepared by ODA)*

Farm ID: Farm ID from Landowner Application

Owner: Landowner Name

Main Contact Information: Primary Contact Name  
Primary Contact Mailing Address

Property Location: Property Location

County: County Name of Easement

Township: Township Name of Easement

Parcel Number - Acres: Parcel ID – Acres ac

ODA Contribution: \$###,###

**EXHIBIT C**  
**SAMPLE ODA CLOSING INSTRUCTIONS**  
*(Prepared by ODA)*

**CLOSING INSTRUCTIONS**  
**(FINAL)**

Date

Local Sponsor Name

Local Sponsor Address

Local Sponsor City, State, Zip

Dear Local Sponsor:

Thank you for agreeing to provide services to the Ohio Department of Agriculture (ODA) for the purchase of an agricultural easement on the **Farm Name** farm under the 20XX Clean Ohio Local Agricultural Easement Purchase Program (LAEPP). ODA agrees to co-hold an Agricultural Easement on this property once the following steps have been taken and Local Sponsor shall ensure that all of the following has occurred:

- (1) **Any modification of the attached closing documents prior to recordation without prior written approval of ODA is expressly prohibited.**
- (2) Closing agent has deposited ODA's purchase funds (\$XXX,XXX.00, sent separately to closing agent on \_\_\_\_\_) as described in the enclosed Escrow Agreement naming the Ohio Department of Agriculture as a third-party beneficiary. Per Escrow Agreement, within ten (10) business days of placing the deposit in the Escrow Account, Escrow Agent shall provide written notice (email is acceptable) to the Local Sponsor and ODA confirming the deposit.
- (3) At least three (3) days prior to closing, closing agent shall deduct landowner's title expenses from the landowner's check and provide to ODA for approval and signature a Settlement Statement (HUD-1) detailing ODA's expenses. Costs expected to be deducted on ODA's Settlement Statement include:
  - a. Title search
  - b. ODA's title commitment/binder and updates to ODA's title commitment
  - c. Title agent's Settlement or Closing fee
  - d. Recording costs for Deed of Agricultural Easement (**costs for both counties**) and approved curative documents (i.e. subordination agreements, Consents to Easement, Affidavits, etc.)
  - e. ODA's closing protection coverage
  - f. ODA's Owner's Policy for Title Insurance
  - g. Other items only with written approval of ODA
- (4) You have confirmed the present condition of the Agricultural Easement property. Prior to the Closing Conference, Local Sponsors should contact the landowner(s) to ensure there have been no changes to the condition of the property that would impact the Present Condition Report (Exhibit B to the Deed of Agricultural Easement). Local Sponsor should also confirm with the landowner that there have been no changes that would affect the title of the property (new mortgages, ownership changes, etc.).

**EXHIBIT C**  
**SAMPLE ODA CLOSING INSTRUCTIONS**  
(continued)

- (5) (if applicable) Local Sponsor shall execute a revised Escrow Agreement between Local Sponsor, closing agent, and landowner now that we are in a new biennium (2017-2019). Original, executed Escrow Agreement must be returned to ODA after closing.
- (6) (if applicable) During the closing conference, have the landowners execute the enclosed revised Purchase Agreement for Easement. This revised document corrects the total purchase price of the Agricultural Easement.
- (7) (if applicable) Local Sponsor shall execute revised Corporate Resolution enclosed. Return the original to ODA.

Note: Before recording any of the documents outlined below, read Closing Instructions Attachment A – Procedures for completing recordation and preparing ODA’s final title policy.

- (8) Ensure no new encumbrances will be recorded against the property according to ODA’s Title Commitment **Title Number** issued by **Company** Title Insurance Company after the effective date of **Effective Date**. Conduct a title update immediately prior to recording the easement. If any new encumbrances have been recorded against the property since the date of the above referenced title commitment/binder, notify ODA immediately and do not proceed until instructions are provided.
- (9) You have recorded the necessary deed of ownership to make the landowner’s survey “of record” prior to recording the Deed of Agricultural Easement.
  - a. Deed of Agricultural Easement (page 2) contains a blank line for Vol/Page reference to the new source of title.
- (10) You have properly executed and duly recorded the Deed of Agricultural Easement with an Exhibit A describing the easement area, Exhibit A-1 containing a description of the route of ingress and egress, Exhibit A-2 containing the map of the easement area, Exhibit B containing the “Baseline Documentation” aka Present Condition Report, and Exhibit C describing existing easements and rights-of-way.
  - a. **This is a multi-county property. Recording of the Deed is required in both \_\_\_\_\_ and \_\_\_\_\_ counties.**
  - b. Ensure the proper signatory authority documentation has been provided for anyone signing the Deed of Agricultural Easement.
    - i. **A copy of the most recent Memorandum of Trust for the landowners is included for reference.**
  - c. Local Sponsor shall ensure that cross references to the Deed of Agricultural Easement are included on recorded documents (example enclosed).
  - d. Purchase funds not to be disbursed to the landowner until the final title update has been performed and the Deed of Agricultural Easement filed of record.
  - e. **ODA’s purchase funds are not to be disbursed until all contributions are also in escrow (Local Sponsor/NRCS).**
- (11) (if applicable) You have recorded the subordination agreement (copy enclosed) approved by ODA.
- (12) (if applicable) You have recorded the Renter Consent to Easement (copy enclosed) approved by ODA.
- (13) (if applicable) You have recorded the Affidavit for uninstalled utilities (enclosed).
- (14) (if applicable) You have recorded the Affidavit for expired Oil and Gas Leases (enclosed).
- (15) (if applicable) You have recorded the Partnership Agreement enclosed. Return the original to ODA.
- (16) (if applicable) You have recorded the two (2) Memorandums of Trust. Have title agent ensure that the Memorandums as written correspond with the titling of the Grantor information on the first page of the Deed of Agricultural Easement.

**EXHIBIT C**  
**SAMPLE ODA CLOSING INSTRUCTIONS**  
(continued)

- (17) You have obtained the landowner's signature on the **Conservation Plan** (correspondence enclosed)
- (18) You have secured an Owner's Policy for Title Insurance as the insured to be Ohio Department of Agriculture in the amount of [**\$XXX,XXX.00**].
- a. The date of the policy must match the recorded date and time from the county recorder's office that the Deed of Agricultural Easement was filed for public record.
  - b. The estate or interest in the land that is covered by the policy must be Easement Interest.
  - c. The title vested in the interest being acquired by ODA should be as stated on the first page of the Deed of Agricultural Easement.
  - d. **The Owner's Policy cannot contain an arbitration clause. The State of Ohio cannot agree to this clause.**
- (19) The description of the easement area must be the same on the Agricultural Easement Deed, Commitment for Title Insurance, and Title Insurance Policy.
- (20) Section 1 of Schedule B of said commitment "Requirements" shall be adhered to and executed as stated.
- a. Requirement 2: A copy of the Memorandum of Trust for the Bruce E. Flora Trust is included with this escrow package.
- (21) Schedule B Section 2 of the Owner's Policy for Title Insurance will reflect that the following "Exceptions" have been deleted or revised: **1, 2, 4, 5, 7, 8**.
- a. Notify ODA immediately if these exceptions cannot be deleted from the final title policy.
  - b. The above-mentioned exceptions **1-2, 4-5** should be deleted after the landowner completes an Owners/Sellers Affidavit at closing. Please provide ODA with a copy of the owners/sellers affidavit after closing.
  - c. The above-mentioned exception **7** can be deleted since ODA is purchasing an owner's policy and not a loan policy.
  - d. **The above-mentioned exception 8 cannot appear on ODA's final title policy as written. If unable to be removed, acceptable edits would be:**  
  
"Coal, oil, natural gas, or other mineral interests and all rights that were previously conveyed, transferred, leased, excepted, or reserved prior to (INSERT TITLE SEARCH PERIOD START DATE (i.e. November 11, 1911)) and any interest subsequent to the date of the policy;" or  
  
"Coal, oil, natural gas, or other mineral interests and all rights that were previously conveyed, transferred, leased, excepted, or reserved prior to the period of search performed under the aforementioned commitment and any interest subsequent to the date of the policy."
- (22) Schedule B Section 2 of the Owner's Policy for Title Insurance will reflect that the following "Exceptions" have been subordinated or released: **10**.
- a. Per enclosed document prepared by title agent, proceeds from the agricultural easement purchase are being used to pay off the existing mortgage. If there are any deviations from the approved procedures, notify ODA immediately.
- (23) Schedule B Section 2 of the Owner's Policy for Title Insurance will reflect that the following "Exceptions" have been paid current through the date of closing: **6, 10**.
- (24) The following "Exceptions" are permissible to remain as exceptions in the ODA Owner's Policy for Title Insurance: **3, 9, 11**.

After the Deed and associated documents such as Affidavits and/or Subordination Agreements are recorded in **County Name** County, submit the following to ODA no later than **90** days after

**EXHIBIT C**  
**SAMPLE ODA CLOSING INSTRUCTIONS**  
(continued)

closing/recording:

- Copy of these instructions with signed acknowledgement by Local Sponsor and Closing Agent
- Executed REVISED Escrow Agreement (if applicable)
- Executed REVISED Purchase Agreement (if applicable)
- Executed REVISED Corporate Resolution (if applicable)
- Final title commitment update (occurs immediately prior to recordation of the Deed of Agricultural Easement)
- Owner's Policy for Title Insurance (ODA)
- **Original Recorded Deed of Agricultural Easement**, all curative and/or recorded documents (i.e. Affidavits, Subordination Agreements, Consents to Agricultural Easement, Memorandums of Trust)
- Final executed Settlement Statement (HUD-1)
- Copy of owner's/seller's affidavit (provided by title agent)
- Copy of Local Sponsor's title policy for NRCS Contribution
- Complete copy of NRCS Form 230 with all signatures
- Copy of the ACEP-ALE Plan required by NRCS for ODA's files (send electronically)
- Complete copy of NRCS Closing Instructions for this Agricultural Easement
- Copy of the NRCS appraisal for this agricultural easement, for ODA's files (send electronically)
- Copy of the complete IRS tax appraisal for this agricultural easement, for ODA's files (send electronically)

**Please see the attached outline (Attachment B) for items that need to be completed, executed, and or recorded, and returned.** If you should have any questions on this process, please do not hesitate to contact us at (614) 728-6238.

Sincerely,

Amanda Y. Bennett  
Program Manager

**EXHIBIT C**  
**SAMPLE ODA CLOSING INSTRUCTIONS**  
(continued)

**Acknowledgements**

Local Sponsor: **Local Sponsor**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

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

Closing Agent: **Closing Agent**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

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

**EXHIBIT C**  
**SAMPLE ODA CLOSING INSTRUCTIONS**  
(continued)

**CLOSING INSTRUCTIONS – ATTACHMENT A**

**Procedures for completing recordation and preparing ODA's final title policy**

Dear Local Sponsor and Closing Agent:

**Recordation Procedures**

This ODA Agricultural Easement Closing package may contain one or more of the documents listed below. If any of these documents are to be recorded for this Agricultural Easement, proceed with recording in the following order:

- (1) Memorandums of Trust or Partnership Agreements**
- (2) Deed of Agricultural Easement**
- (3) Subordination Agreement(s) for mortgage or other lien**
- (4) Affidavits (including but not limited to, Affidavits for Oil and Gas, Affidavits for Uninstalled Utilities, etc.)**
- (5) Consents to Easement (for farm renters)**

Note: Do not proceed with recording any of the above documents until after a final title update has occurred, which is to happen immediately prior to recording the documents listed above.

**Final ODA Title Policy**

Per ODA's final Closing Instructions, the final title policy insuring ODA's Easement Interest is to list a date and time matching that of the recording date/time stamp for the Deed of Agricultural Easement. Therefore, items recorded in the order above shall appear or not appear in the final title policy as follows:

- 1) Mortgages that were subordinated to the Agricultural Easement should not appear as exceptions on the final title policy. By being subordinated to the Agricultural Easement, they are no longer an exception to our Easement Interest.
- 2) Affidavits should be added to the title policy exception that they pertain to by Volume/Page or Instrument reference. For example, an Affidavit filed at Closing which speaks to specific oil and gas leases should be added to the policy exception for those oil and gas leases.
- 3) Consents to Easement for farm renters should not appear as exceptions to ODA's policy. Since the document subordinates the renter's rights to the Agricultural Easement, they are no longer exceptions to ODA's Easement Interest.
- 4) Finally, the Deed of Agricultural Easement should not appear as an exception on ODA's title policy. The interest being insured is for the Easement itself. If the underwriter requires the Deed to be listed as an exception, it needs to be qualified with language that makes clear that the terms and conditions of the Deed of Ag Easement are excepted from the policy, not the document itself.
- 5) The final title policy shall not contain an arbitration clause. The State of Ohio cannot agree to arbitration clauses.

If you have any questions about any of the above items, contact Amanda Bennett at the Office of Farmland Preservation at (614) 728-6214 or [amanda.bennett@agri.ohio.gov](mailto:amanda.bennett@agri.ohio.gov).



**EXHIBIT C**  
**SAMPLE ODA CLOSING INSTRUCTIONS**  
(continued)

**Closing Instructions Outline – ATTACHMENT B**  
**Landowner Name – Commitment # Number**  
**DATE**

| All Documents  | Document Type                        | Document Enclosed                 | Document to be Signed                 | Document to be Recorded | Document(s) to Return to ODA |
|--|--------------------------------------|-----------------------------------|---------------------------------------|-------------------------|------------------------------|
| Check (ODA contribution) for<br><b>\$XX,XXX.00</b>               | Original                             | Sent directly to<br>Closing Agent | X (deposited per<br>escrow agreement) |                         |                              |
| ODA Closing Instructions (w/<br>LS and Title Agent<br>Signature) | Original                             | X                                 | X                                     |                         | X                            |
| Most recent ODA title<br>commitment (for reference)              | Copy                                 | X                                 |                                       |                         |                              |
| Escrow Agreement including<br>ODA as third party                 | Original (Revised)<br>Copy (Initial) | X                                 | X (Original Revised)                  |                         | X (Original Revised)         |
| Corporate Resolution   |                                      |                                   |                                       |                         |                              |
| Deed of Agricultural Easement,<br>Ex. A, A-1, A-2, B, C          | Original                             | X                                 | X                                     | X                       | X (Original)                 |
| Subordination Agreement  | Original/Copy                        | X                                 | X                                     | X                       | X (Original)                 |
| Renter's Consent to Easement                                     | Original/Copy                        | X                                 | X                                     | X                       | X (Original)                 |
| Affidavit  | Original/Copy                        | X                                 | X                                     | X                       | X (Original)                 |
| Memorandum of Trust  |                                      |                                   |                                       |                         |                              |
| Partnership Agreement  |                                      |                                   |                                       |                         |                              |
| ODA Purchase Agreement   | Copy                                 | X                                 |                                       |                         |                              |
| Recording Information  | Copy                                 | X                                 |                                       |                         |                              |
| Example of cross references                                      | Copy                                 | X                                 |                                       |                         |                              |
| Title Update (pre-recording)                                     | Original                             |                                   |                                       |                         | X (Original)                 |
| Owners Policy of Title<br>Insurance (ALTA) for<br>ODA            | Original                             |                                   |                                       |                         | X (Original)                 |
| Settlement Statement<br>(HUD-1)                                  | Original                             |                                   | X (ODA must sign<br>before closing)   |                         | X (Original)                 |
| Owner's/Seller's Affidavit                                       | Copy                                 |                                   |                                       |                         | X (Copy)                     |
| Local Sponsor's Policy (for<br>NRCS Contribution)                | Copy                                 |                                   |                                       |                         | X (Copy)                     |

**EXHIBIT C**  
**SAMPLE ODA CLOSING INSTRUCTIONS**  
(continued)

| All Documents             | Document Type   | Document Enclosed     | Document to be Signed | Document to be Recorded | Document(s) to Return to ODA |
|---------------------------|-----------------|-----------------------|-----------------------|-------------------------|------------------------------|
| NRCS Form 230             | Copy            | X (ODA's signed copy) | X                     |                         | X (Copy)                     |
| NRCS ACEP-ALE Plan        | Electronic Copy |                       |                       |                         | X (send electronically)      |
| NRCS Closing Instructions | Copy            |                       |                       |                         | X (Copy)                     |
| NRCS Approved Appraisal   | Electronic Copy |                       |                       |                         | X (send electronically)      |
| IRS Tax Appraisal (full)  | Electronic Copy |                       |                       |                         | X (send electronically)      |

NOTE: Document columns with an "X" in the row are applicable to this easement; when the document cell is blank, that document does not apply to that column OR this particular easement.

LS = Local Sponsor

ODA = Ohio Department of Agriculture

**EXHIBIT D**  
**SAMPLE SUMMARY OF APPLICATIONS RECEIVED**  
*(Draft Prepared by Local Sponsor - Maintained by ODA)*

(Enter Local Sponsor Name Here)  
**Landowner Application Funding Plan**  
**by Rank**

**Landowner Payment Plan**

| Farm ID* | County  | Landowner Name | Total Score | % of Donation | Acres  | Points-Based Max Purchase Price ** | ODA Contribution | Local Sponsor Contribution | Projected ACEP-ALE | Total Planned Payment |
|----------|---------|----------------|-------------|---------------|--------|------------------------------------|------------------|----------------------------|--------------------|-----------------------|
| 103FRH2  | Lincoln | Smith          | 99.99       | 25%           | ###.## | \$ ###,###                         | \$ ###,###       | \$ ###,###                 | \$ ###,###         | \$ ###,###            |
| 11D7EBC  | Clay    | Jones          | 88.88       | 60%           | ###.## | \$ ###,###                         | \$ ###,###       | \$ ###,###                 | \$ ###,###         | \$ ###,###            |
| 11TI8NI  | Grant   | Wilson         | 77.77       | 40%           | ###.## | \$ ###,###                         | \$ ###,###       | \$ ###,###                 | \$ ###,###         | \$ ###,###            |
| 121NOVQ  | Douglas | Abbott         | 66.66       | 60%           | ###.## | \$ ###,###                         | \$ ###,###       | \$ ###,###                 | \$ ###,###         | \$ ###,###            |
| 12242A6  | Johnson | Brown          | 55.55       | 60%           | ###.## | \$ ###,###                         | \$ ###,###       | \$ ###,###                 | \$ ###,###         | \$ ###,###            |
| 122NCPN  | Polk    | Moore          | 44.44       | 25%           | ###.## | \$ ###,###                         | \$ ###,###       | \$ ###,###                 | \$ ###,###         | \$ ###,###            |

**EXHIBIT E**  
**SAMPLE NOTICE OF SELECTION**  
*(Prepared by Local Sponsor on Local Sponsor Letterhead)*

**NOTICE**  
(LAEPP 20 \_\_)

DATE

LANDOWNER FIRST NAME/LAST NAME  
LANDOWNER STREET ADDRESS  
CITY, STATE ZIP

Dear LANDOWNER:

Congratulations on the selection of your 20\_\_ Clean Ohio Local Agricultural Easement Purchase Program (“LAEPP”) application in this year’s funding round. Your application is now eligible to proceed to Phase 3, in accordance with Ohio Administrative Code (“OAC”) § 901-2-06.

***DRAFTING NOTE: For single-contributor (ODA-only) purchases, use OPTION A for the next paragraph. For multi-contributor purchases, use OPTION B or OPTION C as the next paragraph:***

***OPTION A (ODA-only):***

The purchase price of your agricultural easement is expected to be *[TOTAL AG EASEMENT PURCHASE PRICE IN DOLLAR FORMAT ex. \$78,345.00] [(PURCHASE PRICE WRITTEN OUT ex. Seventy-eight thousand three hundred and forty-five 00/100 dollars)]*. This price is based on the acreage stated in your 20\_\_ LAEPP application, which the *[LOCAL SPONSOR]* shows as *[NUMBER OF ACRES]* acres. This price may be adjusted if the subsequent title search and survey (if necessary) show less acreage than what was submitted on your application.

***OPTION B (multi-contributor, NRCS as additional contributor):***

The purchase price of your agricultural easement is expected to be *[TOTAL AG EASEMENT PURCHASE PRICE IN DOLLAR FORMAT ex. \$78,345.00] [(PURCHASE PRICE WRITTEN OUT ex. Seventy-eight thousand three hundred and forty-five 00/100 dollars)]*. Of these funds \$*[Insert ODA contribution in dollar format, ex. \$26,115.00]* will be awarded from ODA through the LAEPP and the remaining \$*[Insert other contribution in dollar format, ex. \$52,230.00]* will be awarded by the Natural Resources Conservation Service (NRCS)’s Agricultural Conservation Easement Program – Agricultural Land Easement (ACEP-ALE) program. This price is based on the acreage stated in your 20\_\_ LAEPP application, which the *[LOCAL SPONSOR]* shows as *[NUMBER OF ACRES]* acres. This price may be adjusted if the subsequent title search and survey (if necessary) show less acreage than what was submitted on your application. Additionally, this price may be adjusted based on the Fair Market Value of the Agricultural Easement (FMEV) as determined by the subsequent appraisal required by ACEP.

***OPTION C (multi-contributor, non-NRCS):***

The purchase price of your agricultural easement is expected to be *[TOTAL AG EASEMENT PURCHASE PRICE IN DOLLAR FORMAT ex. \$78,345.00] [(PURCHASE PRICE WRITTEN OUT ex. Seventy-eight thousand three hundred and forty-five 00/100 dollars)]*. Of these funds \$*[Insert ODA contribution in dollar format, ex. \$26,115.00]* will be awarded from ODA through the LAEPP and the remaining \$*[Insert other contribution (other grant, local sponsor contribution, etc.) in dollar format, ex. \$52,230.00]* will be awarded by the *[ADDITIONAL CONTRIBUTOR]*. This price is based on the acreage stated in your 20\_\_ LAEPP application, which the *[LOCAL SPONSOR]* shows as *[NUMBER OF ACRES]* acres. This price may be adjusted if the subsequent title search and survey (if necessary) show less acreage than what was submitted on your application.

**EXHIBIT E**  
**SAMPLE NOTICE OF SELECTION**  
(continued)

**Upon exercise of this NOTICE:**

1. *[LANDOWNER]* (“Landowner”) acknowledges that the *[LOCAL SPONSOR]* shall obtain, on the Ohio Department of Agriculture (“ODA”)’s behalf, a title guaranty, attorney’s certificate or title insurance as evidence of the title to be conveyed.
  - a. Costs incurred by *[LOCAL SPONSOR]* for the above items will be reimbursed to *[LOCAL SPONSOR]* through the title insurance company, as escrow agent, at closing by deducting these costs from the Agricultural Easement purchase price.
  - b. *[LOCAL SPONSOR]* will review the previously mentioned documentation for compliance with LAEPP requirements, and if *[LOCAL SPONSOR]* and ODA determines that the documentation is in compliance, Landowner will receive written notice that it has been selected to proceed to Phase 4, which consists of ODA and Landowner signing a Purchase Agreement.
  - c. If, after costs are incurred by *[LOCAL SPONSOR]* for the above items, Landowner becomes ineligible for any reason or withdraws from receiving funding, Landowner shall be held completely responsible and shall reimburse *[LOCAL SPONSOR]* for all such costs.
  - d. ODA may require that the property be surveyed by a duly licensed surveyor at Landowner’s expense, if ODA determines that the boundaries of the easement property are not sufficiently described to enforce the easement or if a survey is required to record the easement.
2. Title to the application property shall not be subordinate to any other legal or equitable interest, the exercise of which would result in a conversion of the land from predominately agricultural use. Landowner shall provide subordination agreement(s) from any party that has a legal or equitable interest in the land identified in the application, or in the title search, that *[LOCAL SPONSOR]* and/or ODA determines is not conducive to keeping the land in agriculture.

**NOTE: Any liens, encumbrances, mortgages and easements allowed to remain must be subordinated in accordance with the policies of ODA before payment of the purchase price is permitted.**

3. Landowner acknowledges that subdividing of an agricultural easement is prohibited. All parcels that make up the application property will be bound together by one permanent agricultural easement. In the future, if the land under easement is sold or transferred, all parcels must be conveyed as one unit and cannot be sold or transferred separately.
4. Landowner acknowledges that no additional house(s) may be added to the property if homes already exist. If no housing currently exists, landowner acknowledges that they will be permitted to reserve a home site for one future single-family residence.
5. Landowner acknowledges and consents that *[LOCAL SPONSOR]* may submit Landowner’s application to the United States Department of Agriculture’s (“USDA”) Natural Resources Conservation Service (“NRCS”) for partial reimbursement under the Agricultural Conservation Easement Program – Agricultural Land Easement (“ACEP-ALE”) program for the purchase of the Agricultural Easement.
6. Landowner acknowledges that if *[LOCAL SPONSOR]* submits Landowner’s application to USDA/NRCS, compliance with the ACEP requirements will be required by the Landowner and *[LOCAL SPONSOR]*.

***DRAFTING NOTE: Preceding items #5 and #6 relate directly to Local Sponsors who have applied to or intend to apply to the USDA-NRCS for matching funds. If the Local Sponsor has not and will not apply the property in question to the ACEP-ALE program, these items can be removed from the final Notice of Selection.***

7. Landowner acknowledges that any award is public record and such information may be released to the media in accordance with the requirements of Ohio law.

**EXHIBIT E**  
**SAMPLE NOTICE OF SELECTION**  
(continued)

8. Landowner acknowledges that any funding is contingent upon the availability of funds from the Clean Ohio Agricultural Easement Fund.
9. Landowner further acknowledges that this Notice does not guarantee the receipt of funding, but is an agreement by Landowner to abide by the terms of this Notice and proceed to Phase 3 of the Local Agricultural Easement Purchase Program.

Sincerely,

*[LOCAL SPONSOR]*

*[LOCAL SPONSOR TITLE]*

CC: Ohio Department of Agriculture, Office of Farmland Preservation *(via email)*

**EXHIBIT E**  
**SAMPLE NOTICE OF SELECTION**  
(continued)

*[LANDOWNER NAME]* - LAEPP 20\_\_ Notice of Selection

**ALL Landowners/Partners/Trustees** must return this **SIGNED NOTICE** to *[LOCAL SPONSOR]* within **10 business days** after the date of this Notice, if they desire to proceed to Phase 3. If no response is received within **10 business days**, the application will not proceed to Phase 3.

If all landowners agree to proceed to Phase 3 of the application process, please sign and date below.

**ACKNOWLEDGEMENT AND ACCEPTANCE**

**MY SIGNATURE INDICATES THAT I HAVE READ, UNDERSTAND, AND AGREE TO ABIDE BY THE PROVISIONS/TERMS AND CONDITIONS ABOVE.**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

\*If more than four signatures are required, please attach a sheet with remaining signatures.

**Notice of Selection Template Date: 11/29/2018**

**EXHIBIT F**  
**SAMPLE PURCHASE AGREEMENT**  
*(Prepared by ODA)*

**STATE OF OHIO**  
**DEPARTMENT OF AGRICULTURE**

**PURCHASE AGREEMENT FOR EASEMENT**  
**(LAEPP 20\_\_)**

This Purchase Agreement ("Agreement") is entered into by [SELLER'S NAME] (hereinafter "Seller"), [SELLER'S ADDRESS], and the State of Ohio, acting by and through the **Department of Agriculture** ("ODA"), 8995 East Main Street, Reynoldsburg, Ohio 43068 and the [LOCAL SPONSOR'S NAME], **(if applicable, remove next part if government LS)** an Ohio non-profit corporation ("Local Sponsor"), [LOCAL SPONSOR'S ADDRESS].

1. **PURCHASE.** Upon the terms and subject to the conditions set forth in this Agreement, Seller hereby agrees to sell and ODA and Local Sponsor agree to purchase ("Purchase"), under the terms and conditions hereinafter set forth, an Agricultural Easement ("Easement"). Easement shall be approximately \_\_\_\_\_ acre(s) of land located in \_\_\_\_\_ County, [STREET ADDRESS] in [CITY, STATE] and which is further described in the legal description attached hereto as Exhibit A ("Property"). It is the purpose of this Easement to ensure that the Property will be retained in agricultural use, as that term is defined by Ohio Revised Code ("ORC") § 5713.30, by preserving and protecting the Property's agricultural soils and agricultural viability through a perpetual restriction on the use of the Property. For the purposes of this Agreement, Property will be deemed to refer to not only the described land but also all rights and interests in said land, including without limitation, all water and mineral rights, development rights, rights-of-way, utility agreements and improvements located on or related in any way to such land.

2. **PURCHASE PRICE:** The purchase price of the Easement is expected to be \$[\_\_\_\_\_] (WRITTEN OUT DOLLAR AMOUNT and 00/100 Dollars), or \$[\_\_\_\_\_] per acre. Of the total purchase price, ODA shall contribute \$[\_\_\_\_\_] (WRITTEN OUT DOLLAR AMOUNT and 00/100 Dollars). Landowner must complete all requirements provided by ODA in order to qualify for the purchase price specified above. After ODA receives an executed copy of this Agreement, ODA will verify the information which was submitted by the Seller. The final purchase price will be based upon ODA's policies as applied to the verifiable facts in Seller's application.

It is expressly understood by Seller that this Purchase is contingent upon the availability and receipt of all necessary funds from the appropriate State and Federal Agencies and all necessary approvals by the General Assembly and by the Controlling Board of the State of Ohio, when required, and is further contingent on the acquisition of any necessary funds from other non-state financing sources for purchase monies. Further the Purchase is contingent on Seller's performance of all of its obligations under this Agreement.

3. **DUE DILIGENCE PERIOD:** ODA shall have such time to perform due diligence on the Property to review title work and any other aspects of the property to determine the property's suitability for Purchase. ODA shall be granted until June 30, 20xx with the option of renewal for two, one (1) year terms in the sole discretion of ODA, commencing upon the execution of this Agreement by both parties. Seller agrees not to sell or transfer, or negotiate to sell or transfer the Property; or otherwise offer the Property for sale or grant any type of license, option, easement or other rights in and to the Easement during the option period. No modifications to this Agreement are permitted unless otherwise agreed to in writing by both parties.



**EXHIBIT F**  
**SAMPLE PURCHASE AGREEMENT**  
(continued)

4. **EXERCISE OF PURCHASE:** For the purpose of inducing ODA to enter into this Agreement, Seller agrees, represents, and warrants:
- (A) That Seller is legally bound and has full right, power and authority to convey the Easement in said Property to the State of Ohio, Department of Agriculture and Local Sponsor in accordance with the terms of this entire agreement as set out herein, and has marketable fee simple title to the Property.
  - (B) Excepting matters disclosed to ODA (including, but not limited to, matters known at the time of this execution and thereafter), Seller has not received any notice of, nor has knowledge concerning, any adverse parties in possession of the Property, proceedings (including but not limited to eminent domain and foreclosure) against the Property or Seller, or public improvements or utilities contemplated to be placed on the Property, or any petitions now or in the future to subdivide or split off the Property.
  - (C) That the Property is free of all liens and encumbrances except as shown on the title commitment or disclosed to ODA, and Seller has not and will not take any action which would result in any liens or encumbrances against the Property prior to the Closing, including but not limited to any type of mortgage, easement, permits, rights-of-way, or any other license against any right in the Property. This includes but is not limited to any rights granted to utilities and septic systems or for the building of roads or other improved surfaces.
  - (D) That all laws, ordinances, rules, regulations and court orders (including, but not limited to, those relating to zoning, building, fire, health, safety, taxes, and environmental conditions and protection) of any applicable governmental agency or other party bearing on the Seller's ownership, operation or use of the Property or any part thereof, have been or will, prior to Closing, be disclosed to ODA and complied with by Seller.
  - (E) That the Property is not currently used and will not be used for industrial or commercial activity beyond the production of agricultural products from the Property, and no further buildings other than for agricultural production are currently planned or will be built without further permission from ODA.
  - (F) That Seller has consulted with legal counsel or has otherwise settled any estate planning matters regarding the disposition of the Property upon his death, and no further transfer or conveyance of the Property in furtherance of such planning is anticipated at this time. Seller acknowledges upon execution of this Agreement, the Property cannot be split off or otherwise broken apart, and must be conveyed as a single piece in any transfer or conveyance.
  - (G) That there are no hazardous materials (including but not limited to any chemical, pollutant, contaminant, waste, toxic substance or petroleum product regulated by law or regulation) located on the Property and neither Seller, nor any previous owner of the Property, has ever violated or received any notice of the claimed violation of any federal, state, or local law or regulation relating to the health, safety or environment, including without limitation, the Clean Air Act, the Clean Water Act, the Federal Water Pollution Control Act, the Resource Conservation and Recovery Act, the Comprehensive Environmental Response Compensation and Liability Act. Seller agrees that it will hold ODA and Local Sponsor harmless from any and all liability or expense arising from violation of environmental laws and regulations.

**EXHIBIT F**  
**SAMPLE PURCHASE AGREEMENT**  
(continued)

- (H) Prior to the Closing, and with prior notice to Seller, ODA or its agents may enter the Easement at reasonable times for the purpose of preparing the Present Condition Report, conducting investigations, surveys, tests, and inspections as ODA may desire.
- (I) The acts of obtaining a prepared Easement and obtaining the evidence of title will be done by ODA or its agent. The cost of the Easement preparation and obtaining the evidence of title shall be borne by the Seller. The Seller will be responsible for all closing costs. Seller will cooperate with ODA and Local Sponsor in their efforts to obtain the Easement and timely respond to any requests for information.
- (J) Seller certifies that it has not given nor promised to give anything of value to any public official or employee of ODA or any other board, commission, or agency of the State of Ohio. Seller also certifies that it is in compliance with and will remain in compliance with all of the provisions of Ohio Ethics Law as provided by ORC Sections § 102.03 and § 102.04.

If ODA exercises the Purchase, then each of the representations and warranties set forth in this Paragraph will be deemed to have been remade by Seller as of the Closing Date. ODA's remedies for Seller's breach before Closing shall be provided elsewhere in this Agreement.

5. **TERM AND CONDITION OF SALE:** Upon execution of this Agreement, the sale of the Easement will be completed as follows:

- (A) **Conveyance:** Seller shall convey the Easement on the Property to the Director of the Ohio Department of Agriculture by a deed of easement with release of dower, if any. The Property which the Easement will be on must also be free and clear of any and all liens, encumbrances, mortgages and other easements that affect this Easement, other than those permitted by ODA. Once the above requirements are met and the Easement interest is recorded, Seller shall receive payment of the purchase price. Seller shall indemnify, defend and save harmless ODA, Local Sponsor, and their respective agents and employees, from any claims, demands, injuries, suits, actions, proceedings, losses, costs and damages and attorney fees arising out of the actions and omissions of Seller, its employees and/or agents or contractors, in the completion of the activities under this Agreement or relating to this Agreement. This Article shall survive any termination of this Agreement.

**NOTE: Any liens, encumbrances, mortgages and easements allowed to remain must be subordinated in accordance with the policies of the Department of Agriculture before payment of the purchase price is permitted.**

- (B) **Taxes:** The Seller shall remain obligated for the payment of real estate taxes and assessments on the described Property as determined by the Auditor of the County. However, the Seller may apply to the County Auditor for any reduction in real estate taxes that may result from the execution of the Easement. Taxes shall not be apportioned between the Seller and ODA. The risk of loss to the Property shall remain with Seller before and after the sale of the Easement.
- (C) **Title, Appraisal and Survey:** ODA will obtain, at the Seller's expense, a title guaranty, title insurance as evidence of the title to be conveyed hereunder, and if necessary, an appraisal. ODA may require the Seller to have the Property surveyed by a duly licensed surveyor at the Seller's expense, if ODA determines that the boundaries of the Property are not sufficiently

**EXHIBIT F**  
**SAMPLE PURCHASE AGREEMENT**  
(continued)

described to enforce the Easement or if a survey is required to record the Easement. Release of payment is subject to approval by ODA's Legal Section of the title information contained hereunder, including restrictions, reservations, conditions, agreements and easements of record, if any, and zoning ordinances, if any. If the title commitment or survey discloses any exception to title which ODA in the exercise of its reasonable judgment finds unacceptable, the Seller shall have a reasonable time period, not to exceed one hundred and eighty days (180) to cure the exception to title. If Seller fails to cure the exception, then Seller shall be considered in breach of this Agreement, and this Agreement shall terminate. ODA's remedies for breach are described in Paragraph 6 of this Agreement.

The Seller's application may be submitted to the United States Department of Agriculture's ("USDA") Natural Resource Conservation Service ("NRCS") for partial reimbursement under the Agricultural Conservation Easement Program - Agricultural Land Easement ("ACEP-ALE") program for the purchase of the Agricultural Easement. If Seller's application is submitted to USDA/NRCS, compliance with ACEP-ALE requirements will be required.

- (D) **Signs:** ODA may, at the State's expense, provide one or more signs to the landowner to erect on the property designating the farmland as being preserved with an agricultural easement.

6. **CONTINGENCY AND BREACH:** Seller may, upon thirty (30) days written notice, terminate this Agreement at any time prior to execution of the deed of Easement. In the event that Seller breaches or otherwise terminates this Agreement, ODA shall be entitled to payment or reimbursement by Seller of all ODA's costs expended under this Agreement, including but not limited to any title search or other title costs, surveys, or any other cost or expense incurred as related to this Agreement. ODA's obligation to purchase the Property is contingent upon the Seller's performance of all its obligations under this Agreement, that the Property is suitable for ODA's intended use, and all of Seller's representations and warranties being true and correct as of the date of the Closing.

Breach for the purposes of this Agreement shall specifically include but is not limited to any violation of any representations or warranties herein or any other material provision of this Agreement. No term or provision of this Agreement shall be deemed waived and no breach excused unless the waiver of consent is in writing and signed by both parties to this Agreement.

7. **CLOSING:** The closing will occur, if at all, at such specific date, time and place as are mutually agreed to by ODA and Seller. At the option of ODA, the closing of the transaction contemplated hereunder may be affected by the delivery by Seller and ODA of all closing documents and other required deliveries into escrow with an appointed Escrow Agent, and the Escrow Agent's holding, recordation, and disbursement of all such closing documents and deliveries in accordance with escrow instructions.
8. **CLOSING OBLIGATIONS:** Seller's sale of the Easement to ODA will be contingent upon Seller and ODA taking the following described obligatory actions at Closing:
- (A) **Purchase Price Payment:** ODA will pay the Purchase Price to Seller. The amount of such payment will be adjusted in the manner contemplated in Paragraph 2 of this Agreement.
- (B) **Transfer of Easement:** Seller will execute and deliver to ODA a general deed of easement free and clear of liens and encumbrances other than as agreed by ODA.

**EXHIBIT F**  
**SAMPLE PURCHASE AGREEMENT**  
(continued)

- (C) **Entity Resolutions:** If Seller is an entity (such as a corporation, limited liability company, or partnership), then Seller will execute an entity resolution affirming the authority of such party to enter into the transaction contemplated in this Agreement and further authorizing an individual officer or representative of such party to execute this Agreement and all closing documents in the name and on behalf of such party.
- (D) **Closing Statement:** Seller and ODA will execute and deliver to the other a closing statement which sets forth the economics of ODA's purchase of the Easement from Seller, including the amount of the purchase price and all those closing credits, charges and other adjustments specified herein. Seller will execute and deliver such other documents as are reasonably requested by ODA to further evidence the sale of the Easement to ODA in the manner contemplated in this Agreement.
- (E) **Closing Costs:** Seller will pay all of the following closing costs:
- a. All premiums and other charges required to permit the title company to issue the title insurance policy;
  - b. All costs required to permit the surveyor to issue and certify the survey;
  - c. All recording fees associated with the recording of the general easement deed; and
  - d. All costs associated with due diligence as conducted by Local Sponsor and/or ODA.
9. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement of the parties and no prior oral or implied agreements or representations shall be binding on the parties hereto, and all rights and obligations shall accrue to and be binding on the heirs, executors, administrators, successors, and assigns of the parties hereto. Seller may not assign this Agreement at any time. This Agreement may be executed in counterparts, each of which will be deemed an original, and all such counterparts will collectively constitute a single agreement. This Agreement shall be construed in accordance with the laws of Ohio, and the parties irrevocably agree to venue in Franklin County, Ohio, or the Ohio Court of Claims, as applicable, and waive any claims as to convenience of forum. Any notices required or permitted to be given under this Agreement must be in writing and delivered to Seller or ODA at the address set forth above, and must be sent by certified mail, personally delivered, or by email or facsimile transmission with proof of delivery. A facsimile signature or other similar electronic reproduction of a signature shall have the force and effect of an original signature, and in the absence of an original signature, shall constitute the original signature. The provisions of this Agreement are severable and independent, and if any such provision shall be determined to be unenforceable in whole or in part, the remaining provisions and any partially enforceable provision shall, to the extent enforceable in any jurisdiction, nevertheless, be binding and enforceable. The headings of this Agreement, including the name of this Agreement, are for informational purposes only and should not be construed against either party or otherwise used to determine the meaning of any section of this Agreement.

**EXHIBIT F**  
**SAMPLE PURCHASE AGREEMENT**  
(continued)

**ACKNOWLEDGEMENTS:**

IN WITNESS WHEREOF, the Seller, who hereby further agrees to release all right and expectancy of dower in said premises, have hereunto set his/her/their hand(s) this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**SELLER:**

\_\_\_\_\_  
[NAME OF SELLER]

\_\_\_\_\_  
[NAME OF SELLER]

**STATE OF** \_\_\_\_\_,  
(state)

County of \_\_\_\_\_, \_\_\_\_\_, ss  
(county) (state)

I certify that on this date before me, a notary public duly authorized in the state and county named above to take acknowledgements, personally appeared \_\_\_\_\_, who is/are known to me and who executed the foregoing instrument, and who acknowledged before me that he/she/they executed the same as his/her/their own free act and deed, for the use and purpose stated therein.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name at \_\_\_\_\_, \_\_\_\_\_,  
(city) (state)  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

**EXHIBIT F**  
**SAMPLE PURCHASE AGREEMENT**  
(continued)

**OHIO DEPARTMENT OF  
AGRICULTURE (ODA):**

\_\_\_\_\_  
\_\_\_\_\_, Director

**STATE OF OHIO,**

County of \_\_\_\_\_, ss

I certify that on this date before me, a notary public duly authorized in the state and county named above to take acknowledgements, personally appeared (Director of Agriculture Name), who is known to me to be the Director of the Ohio Department of Agriculture and who executed the foregoing instrument on behalf of the Ohio Department of Agriculture.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name at \_\_\_\_\_, Ohio,  
(city)  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

**Rev. 01/18/2019**

**EXHIBIT G**  
**LAEPP POLICIES AND GUIDELINES**

**Clean Ohio Local Agricultural Easement Purchase Program**

**20xx Policies and Guidelines for Landowner Application  
Through Certified and Funded Local Sponsor  
Ohio Department of Agriculture (ODA)  
Office of Farmland Preservation**

The Ohio Department of Agriculture's Office of Farmland Preservation anticipates distributing nearly \$#. # million in this round of the Clean Ohio Local Agricultural Easement Purchase Program (LAEPP). The funds will be used to purchase agricultural easements from Ohio farmland owners.

In addition to reading through the following 20xx Policies which are listed below, please review the following documents and share them with the farmland owner:

- Sample Deed of Agricultural Easement
- Sample Purchase Agreement
- Site Visit Form

**Complete Application** – Any application may be deemed incomplete and ineligible for funding if all required information and attachments are not submitted with the application to ODA and the Local Sponsor. Data must be accurate as of the day of electronic application submission. If changes occur, contact the Local Sponsor and ODA.

Note to Local Sponsors: Top-ranking applications submitted for approval for funding must include all required attachments and signatures as of the closing date of ODA's application period.

**Farm** – An application must consist of parcel(s) held by the same legal interest. Each applicant farm must be a minimum of 40 acres unless the land is located adjacent to property with an agricultural easement or is adjacent to permanently protected land compatible with agriculture, including natural resource, open space, or forested land protected by conservation easements, as well as wetlands, public parks, open spaces, forests, airports, military bases, wildlife areas, natural preserves, prison farms, historic or archaeological sites, conservancy parks, reservoirs, water wellfields, battlefields, flood pools and other normally undevelopable waterbodies, publicly-owned agricultural research lands, and water wellhead protection areas. In this case, the land may be a minimum of 25 acres. All contiguous parcels owned by the same legal interest must be submitted. See OAC § 901-2-01 (M) for "contiguous parcels" definition. No contiguous parcels under the same ownership can be withheld from the application unless waived by ODA and the Local Sponsor.

**Eligibility and Scoring Criteria** – An application property's enrollment in all eligibility criteria (e.g., "Agricultural District" ORC Chapter 929, "Current Agricultural Use Valuation ('CAUV')" ORC § 5713.30) must be in place by the application deadline as set by the Local Sponsor. Furthermore, an application property's enrollment, designation, or other submitted data within the application (e.g., "Agricultural Security Area ('ASA')" ORC Chapter 931, Ohio's Historic Family Farms Program) must also be in place and documented accurately as of the closing date of the landowner application period.

**Current Agricultural Use Value (CAUV) enrollment** – The application property must be enrolled in the Current Agricultural Use Value (CAUV) program through the County Auditor. The CAUV enrollment period is January-March and applications must be made to the County Auditor.

**EXHIBIT G**  
**LAEPP POLICIES AND GUIDELINES**  
(continued)

**Agricultural District Enrollment** – The application property must be enrolled in the Agricultural District program, with the exception of the homestead, wind energy-producing facilities, bio-digesters for on-farm use and/or any other land use determined excepted by the director. The Agricultural District enrollment period is January-March and applications must be made to the County Auditor.

**No Subdividing Policy** – All parcels that make up an application will be bound together by one permanent agricultural easement. In the future, if the land under easement is sold or transferred, all parcels must be conveyed as one unit and cannot be sold or transferred separately. The purpose of this policy is to preserve entire farms.

**Farmstead/Homestead Policy** – ODA's farmstead policy permits one homestead to be reserved if no housing currently exists on the applicant property. The reservation allows for one-single family home to be built in the future. If housing exists on the property at the time of application, then no additional residences may be built. Any future or existing house on the preserved farm may not be subdivided from the farm. The purpose of this policy is to promote farm families living on the land they work.

**Conservation Plan Policy** – If selected for funding, a farm must have a Conservation Plan in place before the Deed of Agricultural Easement is finalized. Conservation Plans can be prepared in consultation with the United States Department of Agriculture-Natural Resources Conservation Service (NRCS) or the local Soil and Water Conservation District in which the property is located.

**Forest Management Plan Policy** – If selected for funding, a farm that contains 40 contiguous acres of forest or if 20% of the applicant property is forestland, then a written forest management/woodland plan or Conservation Plan component must be in place before the Deed of Agricultural Easement is finalized.

**Zoning Policy** – Where the local governments have adopted zoning, applicant farms must be zoned for agricultural use. The purpose of this policy is to ensure preservation is consistent with the local governments' long-term planning for the area.

**Exception/Waivers Policy** – To request an Exception or waiver of an application requirement, write to the Director of ODA in the care of the Office of Farmland Preservation. The letter may be submitted through mail (please address the letter to the Office of Farmland Preservation) or email ([farmlandpres@agri.ohio.gov](mailto:farmlandpres@agri.ohio.gov)). The Local Sponsor conducting the local application process must be copied on the letter. The letter shall indicate the exception requested, include aerial or topographic maps distinguishing the property and associated parcel numbers, and indicate local sponsor support for the request.

Large Farm Exception: If an exception is granted, the landowner has the option to submit one or both halves of the farm as individual applications.

- Large Farm Size Exception: Farms comprised of no less than 400 acres may request the one-time option to apply the farm in two applications of approximately equal size.
- Large Farm Value Exception: If the applicant farm's points-based appraisal is greater than \$1 million, the landowner may request the one-time option to apply the farm in two applications of approximately equal size.

Small Farm Exception: If an exception is granted by the Director, the landowner has the ability to submit a farm of 10-24 acres so long as it shares a substantial border with permanently protected land compatible with agriculture, including natural resource, open space, or forested land protected by conservation easements, as well as wetlands, public parks, open spaces, forests, airports, military bases, wildlife areas, natural preserves, prison farms, historic or archaeological sites, conservancy parks, reservoirs, well fields, battlefields, flood pools and other normally undevelopable waterbodies, publicly-owned agricultural research lands, and well heads.



**EXHIBIT G**  
**LAEPP POLICIES AND GUIDELINES**  
(continued)

**Small Farm Exception:** If an exception is granted by the Director, the landowner has the ability to submit a farm of 10-24 acres so long as it shares a substantial border with permanently protected land compatible with agriculture, including natural resource, open space, or forested land protected by conservation easements, as well as wetlands, public parks, open spaces, forests, airports, military bases, wildlife areas, natural preserves, prison farms, historic or archaeological sites, conservancy parks, reservoirs, well fields, battlefields, flood pools and other normally undevelopable waterbodies, publicly-owned agricultural research lands, and well heads.

**Contiguous Parcel Exception:** O.A.C. 901-2-02(A)(5) requires all contiguous parcels owned by the same legal interest must be submitted in the landowner application. However, that requirement can be waived.

Determining whether to grant exceptions and waivers is at the discretion of the Director of ODA. The Director's approval must be obtained prior to the submission of an application during the landowner application period and a copy of such approval shall be submitted with the other required attachments to the application.

**Title Costs** – If selected for funding, the Local Sponsor (on behalf of ODA) may initiate a title examination and purchase title insurance. The costs incurred for these services – along with escrow, closing, and recording services – will be deducted from the agricultural easement purchase payment at closing.

**Funding/Landowner Payment** – A landowner can receive up to 75% of the appraised value of the easement. Additionally, the maximum dollar amount per acre is set at \$2,000 and the total dollar amount per farm is set at \$500,000. No individual may sell more than one easement in this round of funding. The Director also reserves the right to adopt additional guidelines according to OAC § 901-2-05 (D).

**Multi-County Farm** – If a landowner requests to apply a farm that is located within more than one county, the landowner must apply under the county with the majority of the farm's acreage. This majority-acreage (primary) county must be a part of the Local Sponsor's landowner application area. The applicant must answer landowner application questions based on the majority-acreage county. A multi-county farm will have a deed and Present Condition Report recorded in each county in which the applicant property is located. Note: Under the LAEPP, only one Local Sponsor may co-hold an easement with ODA.

The following additional steps for a multi-county farm need to be addressed before the farm is selected for funding:

- **Local Sponsors that are political subdivisions:** Obtain your own organization's resolution (per Attachment A) as well as resolutions supporting the agricultural easement from all other townships and counties in which the farm sits. (Example: Smith County SWCD is the Local Sponsor, submitting an application for a farm that sits in both Smith County (Roberts Township) and Jones County (Wilson Township). They must attach 1) Smith SWCD resolution, 2) Jones County resolution, and 3) Wilson Township resolution).
- **Local Sponsors that are charitable organizations:** Obtain resolutions supporting the agricultural easement from all counties and townships in which the farm sits (per Attachment H), along with your own organizational resolution (per Attachment A). (Example: Able Land Trust is the Local Sponsor, submitting an application for a farm that sits in both Smith County (Roberts Township) and Jones County (Wilson Township). They must attach 1) Able Land Trust resolution, 2) Smith County resolution, 3) Roberts Township resolution, 4) Jones County resolution, and 5) Wilson Township resolution)

Note: Only one Local Sponsor may co-hold an easement with ODA and be named on the Deed. Therefore, Resolutions from minority-acreage (secondary) entities must include a reference that the funded Local Sponsor will be holding the easement with ODA.

11-26-2021

**EXHIBIT H**  
**SAMPLE ESCROW AGREEMENT**  
*(Prepared by Local Sponsor)*

**ESCROW AGREEMENT**  
(LAEPP 20\_\_)

This Escrow Agreement (hereinafter “Agreement”), effective as of the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_, (“Effective Date”) is between **INSERT TITLE AGENT/AGENCY NAME, [Insert Title Agent/Agency Address]** (hereinafter “Escrow Agent”), **INSERT LANDOWNER'S NAME, [Insert Signee's Address]** (hereinafter “Landowner”) and the **INSERT LOCAL SPONSOR'S NAME, [Insert Local Sponsor]**, (and, if applicable – an Ohio nonprofit corporation), **[Local Sponsor's Address]** (hereinafter “Local Sponsor”). The **OHIO DEPARTMENT OF AGRICULTURE**, as located at 8995 East Main Street, Reynoldsburg, OH 43068 (hereinafter “ODA”) shall be considered a third-party beneficiary of this Agreement.

**RECITALS**

WHEREAS, Local Sponsor and ODA intend to purchase a perpetual Easement from the Landowner for the property more fully described in the Purchase Agreement, attached hereto and incorporated herein as Exhibit A; and

WHEREAS, ODA requires an escrow agent to perform escrow and closing services for deposits (hereinafter “Deposit”) received through the Local Sponsor from ODA; and

WHEREAS, Escrow Agent desires to perform such services and act as escrow agent pursuant to the terms and conditions contained in this Agreement, and Landowner and Local Sponsor desire to have Escrow Agent act in such capacity; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

**AGREEMENT**

**I. NATURE OF CONTRACT**

- 1.1 Escrow Agent shall be employed as an independent contractor to fulfill the terms of this Agreement. It is specifically understood that the nature of the services to be rendered under this Agreement are of such a personal nature that the Local Sponsor is the sole judge of the adequacy of such services.
- 1.2 The Local Sponsor and Landowner enter into this Agreement in reliance upon Escrow Agent's representations that it has the necessary expertise and experience to perform its obligations hereunder, and Escrow Agent warrants that it does possess the necessary expertise and experience.
- 1.3 Escrow Agent shall perform the services to be rendered under this Agreement and the Local Sponsor shall not hire, supervise, or pay any assistants to Escrow Agent in its performance under this Agreement. The Local Sponsor shall not be required to provide any training to Escrow Agent to enable it to perform services required hereunder.

**EXHIBIT H**  
**SAMPLE ESCROW AGREEMENT**  
(continued)

**II. SCOPE OF WORK**

- 2.1 Escrow Agent has established an escrow account for the purpose of holding the Deposit to be made by Local Sponsor pursuant to the Purchase Agreement referenced herein at \_\_\_\_\_ Bank, a bank authorized to do business in the State of Ohio (“Escrow Account”).
- 2.2 All Deposits received from the Local Sponsor prior to closing shall be placed in the Escrow Account within five (5) business days of receipt of the Deposit by the Escrow Agent.
- 2.3 Within ten (10) business days of placing the Deposit in the Escrow Account, Escrow Agent shall provide written notice to the Local Sponsor and ODA confirming the Deposit. Failure to provide confirmation of the deposit may subject the instrument conveying the Deposit to cancellation by ODA.
- 2.4 Under no circumstances shall Local Sponsor or Landowner seek or accept release of the Deposit made by the Local Sponsor on behalf of ODA until after consummation of the Purchase Agreement, completion of any accompanying Closing Instructions as issued by ODA, completion of a final title review prior to the closing, delivery of an executed Deed of Agricultural Easement as signed by the Landowner, and consent has been provided by the Local Sponsor and ODA for release. After recordation of the Easement and in good faith that all instructions and conditions specified in the final ODA Closing Instructions and this Agreement have been satisfied, Escrow Agent shall pay all costs as itemized in ODA’s signed Settlement Statement out of the funds held in the escrow account. Once all other costs are paid, the remainder of the funds held in the escrow account shall then be disbursed to the landowner entitled to payment.
- 2.5 If Escrow Agent is not directed to release the Deposit pursuant to the paragraph above, and Escrow Agent receives a request by either Local Sponsor or Landowner to release the Deposit, then Escrow Agent must give both Local Sponsor and ODA prior written notice of not fewer than thirty (30) days before releasing the Deposit. If Escrow Agent has not received notice of objection to release of the Deposit prior to the expiration of the thirty (30) day period, the Deposit shall be released and the Escrow Agent shall provide further written notice to the Local Sponsor and ODA of the release. If an objection is received within the thirty (30) day period, Escrow Agent shall continue to hold the Deposit until otherwise directed by the Local Sponsor and ODA pursuant to paragraph 2.4 above.
- 2.6 *The closing shall occur within ninety (90) days after receipt of the Deposit by the Escrow Agent.*
- 2.7 Local Sponsor may, from time to time as it deems appropriate, communicate specific instructions and requests to the Escrow Agent concerning the performance of the work described in this Agreement. Upon such notice, the Escrow Agent shall comply with such instructions and fulfill such requests to the satisfaction of Local Sponsor. It is expressly understood by the parties that these instructions and requests are for the sole purpose of performing the specific tasks requested to ensure satisfactory completion of the work described in this Agreement. The Escrow Agent shall retain responsibility for the management of the work, including the exclusive right to control or direct the manner or means by which the work described herein is performed. Local Sponsor retains the right

**EXHIBIT H**  
**SAMPLE ESCROW AGREEMENT**  
(continued)

to ensure that the work of the Escrow Agent is in conformity with the terms and conditions of the Agreement.

**III. TIME OF PERFORMANCE**

- 3.1 The services described in the Scope of Work above (“Services”) shall be commenced on <<Begin Date>> and concluded on <<End Date>>.
- a. This Agreement shall remain in effect until the work described is completed to the satisfaction of the Local Sponsor and until Escrow Agent is paid in accordance with Article IV, Compensation, or until terminated as provided in Article VI, Termination of Escrow Agent’s Services, whichever is sooner.
  - b. As the current General Assembly cannot commit a future General Assembly to expenditure, this Agreement shall expire no later than June 30, 20\_\_.
  - c. It is expressly agreed by the parties that none of the rights, duties, and obligations herein shall be binding on either party if award of this Agreement would be contrary to the terms of Ohio Revised Code (“ORC”) § 3517.13, ORC § 127.16, or ORC § 102.

**IV. COMPENSATION**

- 4.1 The Local Sponsor shall pay Escrow Agent for services rendered no more than \_\_\_\_\_ and 00/100 Dollars (\$\_\_\_\_\_). Escrow Agent shall be paid at the closing out of the proceeds paid by the Local Sponsor to the grantor of the agricultural easement. In the event that the closing does not take place after the Escrow Agent has completed the services, the Local Sponsor shall pay the Escrow Agent directly.
- 4.2 Escrow Agent shall not be reimbursed for travel, lodging or any other expenses incurred in the performance of this Agreement.
- 4.3 Escrow Agent shall submit an invoice for the services performed at least thirty (30) days prior to closing consistent with this Article IV, Compensation. The invoice shall contain a description of the services performed and the sum due at that time pursuant to this Agreement.

**V. CERTIFICATION OF FUNDS**

- 5.1 It is expressly understood and agreed by the parties that none of the rights, duties, and obligations described in this Agreement shall be binding on either party until all applicable statutory provisions of the ORC, including but not limited to § 126.07, have been complied with, and until such time as all necessary funds are available, encumbered and forthcoming from the appropriate state agencies or responsible third party entities, and, when required, such expenditure of funds is approved by the Controlling Board of the State of Ohio.

**EXHIBIT H**  
**SAMPLE ESCROW AGREEMENT**  
(continued)

**VI. TERMINATION OF ESCROW AGENT'S SERVICES**

- 6.1 The Local Sponsor may, at any time prior to the completion of services by the Escrow Agent under this Agreement, terminate this Agreement with or without cause by giving written notice to the Escrow Agent.
- 6.2 Upon notice of termination, Escrow Agent shall cease all work on the terminated activities under this Agreement, terminate all subcontracts relating to the terminated activities, take all necessary steps to limit disbursements and minimize costs, and if requested by the Local Sponsor, furnish a report, as of the date of receipt of notice of termination, describing the status of all work under this Agreement, including, without limitation, results, conclusions resulting therefrom, and any other matters the Local Sponsor requires.
- 6.3 Escrow Agent shall be paid for services rendered up to the date the Escrow Agent received notice of termination, less any payments previously made, provided Escrow Agent has supported such payments with detailed factual data containing services performed and hours worked. In the event of termination, any payments made by the Local Sponsor for which Escrow Agent has not rendered services shall be refunded.
- 6.4 In the event this Agreement is terminated prior to its completion, Escrow Agent, upon payment as specified, shall deliver to Local Sponsor all work products and documents which have been prepared by Escrow Agent in the course of providing services under this Agreement. All such materials shall become and remain the property of the Local Sponsor, to be used in such manner and for such purpose as the Local Sponsor may choose.
- 6.5 Escrow Agent agrees to waive any right to, and shall make no claim for, additional compensation against the Local Sponsor by reason of such termination.

**VII. RELATIONSHIP OF PARTIES**

- 7.1 The Local Sponsor and Escrow Agent agree that Escrow Agent shall be engaged by the Local Sponsor solely on an independent Escrow Agent basis, and Escrow Agent shall therefore be responsible for all of its own business expenses, including, but not limited to, computers, phone service and office space. Escrow Agent will also be responsible for all licenses, permits, employees' wages and salaries, insurance of every type and description, and all business and personal taxes, including income and Social Security taxes and contributions for Workers' Compensation and Unemployment Compensation coverage, if any.
- 7.2 While Escrow Agent shall be required to render services described hereunder for the Local Sponsor during the term of this Agreement, nothing herein shall be construed to imply, by reason of Escrow Agent's engagement hereunder as an independent Escrow Agent, that the Local Sponsor shall have or may exercise any right of control over Escrow Agent with regard to the manner or method of Escrow Agent's performance of services hereunder.
- 7.3 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.

**EXHIBIT H**  
**SAMPLE ESCROW AGREEMENT**  
(continued)

- 7.4 It is fully understood and agreed that the Escrow Agent is an independent contractor and is not an agent, servant or employee of the Local Sponsor or the State of Ohio.

**VIII. RELATED AGREEMENTS**

- 8.1 The work contemplated in this Agreement is to be performed by Escrow Agent, who may subcontract without the Local Sponsor's approval for the purchase of articles, supplies, components, or special mechanical services that do not involve the type of work or services described in the Scope of Work but which are required for its satisfactory completion. Escrow Agent shall not enter into other subcontracts related to the work described in this Agreement without prior written approval by the Local Sponsor. All work subcontracted shall be at Escrow Agent's expense.
- 8.2 Escrow Agent shall bind its subcontractors to the terms of this Agreement, so far as applicable to the work of the subcontractor, and shall not agree to any provision which seeks to bind the Local Sponsor to terms inconsistent with, or at variance from, this Agreement.
- 8.3 Escrow Agent warrants that it has not entered into, nor shall it enter into, other agreements, without prior written approval of the Local Sponsor, to perform substantially identical work such that the product contemplated hereunder duplicates the work called for by the other agreements.
- 8.4 Escrow Agent shall furnish to the Local Sponsor a list of all subcontractors, their addresses, tax identification numbers, and the dollar amount of each subcontract.

**IX. CONFLICTS OF INTEREST AND ETHICS COMPLIANCE**

- 9.1 No personnel of Escrow Agent or member of the governing body of any locality or other public official or employee of any such locality in which, or relating to which, the work under this Agreement is being carried out, and who exercise any functions or responsibilities in connection with the review or approval of this Agreement or carrying out of any such work, shall, prior to the completion of said work, voluntarily acquire any personal interest, direct or indirect, which is in compatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out of said work.
- 9.2 Any such person who acquires an incompatible or conflicting personal interest, on or after the effective date of this Agreement, or who involuntarily acquires any such incompatible or conflicting personal interest, shall immediately disclose his or her interest to the Local Sponsor in writing. Thereafter, he or she shall not participate in any action affecting the work under this Agreement, unless the Local Sponsor shall determine in its sole discretion that, in the light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.

**EXHIBIT H**  
**SAMPLE ESCROW AGREEMENT**  
(continued)

**X. RIGHTS IN DATA AND COPYRIGHTS/PUBLIC USE**

- 10.1 The Local Sponsor shall have unrestricted authority to reproduce, distribute and use (in whole or in part) any reports, data or materials prepared by Escrow Agent pursuant to this Agreement. No such documents or other materials produced (in whole or in part) with funds provided to Escrow Agent by the Local Sponsor shall be subject to copyright by Escrow Agent in the United States or any other country.
- 10.2 Escrow Agent agrees that all deliverables or original works created under this Agreement shall be made freely available to the general public to the extent permitted or required by law until and unless specified otherwise by the Local Sponsor. Any requests received by Escrow Agent should be referred to the Local Sponsor.

**XI. CONFIDENTIALITY**

- 11.1 Escrow Agent shall not discuss or disclose any information or material obtained pursuant to its obligations under this Agreement without the prior written consent of the Local Sponsor.
- 11.2 All provisions of this Agreement relating to “confidentiality” shall remain binding upon Escrow Agent in the event of cancellation.

**XII. LIABILITY**

- 12.1 The Escrow Agent and Landowner each agree to indemnify and to hold ODA, the State of Ohio, and Local Sponsor harmless and immune from any and all claims for injury or damages arising from this Agreement which are attributable to the respective actions or omissions of Escrow Agent or Landowner or those of its or their respective trustees, officers, employees, subcontractors, suppliers, third parties utilized by the Escrow Agent and Landowner, or joint venturers while acting under this Agreement. Such claims shall include any claims made under the Fair Labor Standards Act or under any other federal or state law involving wages, overtime, or employment matters and any claims involving patents, copyrights, and trademarks.
- 12.2 The Escrow Agent and Landowner shall bear all costs associated with defending the Local Sponsor and the State of Ohio against any claims for their own respective acts or omissions.
- 12.3 In no event shall any party of this Agreement be liable to the other party for indirect, consequential, incidental, special, or punitive damages, or lost profits.

**EXHIBIT H**  
**SAMPLE ESCROW AGREEMENT**  
(continued)

**XIII. REPORTS, NOTICES**

13.1 All reports, notices, copies, requests, consents, approvals and other communication required or permitted to be given pursuant to the terms of this Agreement shall be in writing and shall be deemed to have been properly given if hand delivered or sent by U.S. registered or certified mail, postage prepaid:

a. with respect to ODA:

Ohio Department of Agriculture  
Office of Farmland Preservation  
8995 E. Main Street  
Reynoldsburg, Ohio 43068-3342  
Attn: Office of Farmland Preservation  
Telephone: 614-728-6210

b. with respect to Local Sponsor:

Insert Local Sponsor/Agency Name  
Insert Local Sponsor/Agency Contact  
Insert Local Sponsor/Agency Address  
Insert Local Sponsor/Agency Phone Numbers

c. with respect to Landowner:

Insert Landowner's Name  
Insert Signee's Address  
Insert Signee's Phone

d. with respect to Escrow Agent:

Insert Title Agent/Agency Name  
Insert Title Agent/Agency Contact  
Insert Title Agent/Agency Address  
Insert Title Agent/Agency Phone Numbers

**XIV. MISCELLANEOUS**

14.1 Counterparts - This Agreement may be executed in any number of counterparts, each of which is to be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

14.2 Entire Agreement/Waiver - This Agreement contains the entire agreement between the parties hereto regarding escrow activities and shall not be modified, amended or supplemented, or any rights herein waived, unless specifically agreed upon in writing by the parties hereto. This Agreement supersedes all prior and contemporaneous letters, correspondences, discussions and agreements among the parties with respect to all matters contained herein. A waiver by any party of any breach or default by another party under this Agreement shall not constitute a continuing waiver by such party of any subsequent



**EXHIBIT H**  
**SAMPLE ESCROW AGREEMENT**  
(continued)

act in breach of or in default hereunder.

- 14.3 Governing Law - This Agreement and the rights of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the State of Ohio. The parties agree that only Ohio courts shall have jurisdiction over any action or proceeding concerning this Agreement and/or performances thereunder.
- 14.4 Successors and Assigns - This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties, provided, however, that Landowner shall have no right to assign any rights hereunder or with respect to the Purchase Price except as permitted with respect to assignment of Landowner's rights under the Purchase Agreement and/or Section 1031 exchange which must be completed prior to the closing date. Neither this Agreement nor any rights, duties, or obligations hereunder may be assigned or transferred in whole or in part without the prior written consent of ODA.
- 14.5 Record Keeping - During the performance of the services required by this Agreement and for a period of three years after its completion, Escrow Agent shall maintain auditable records of all charges pertaining to this Agreement and shall make such records available to the parties as the parties may reasonably require.
- 14.6 Nondiscrimination - Pursuant to ORC §125.111, Escrow Agent agrees that Escrow Agent, any subcontractor, and any person acting on behalf of Escrow Agent or subcontractor, will not discriminate, by reason of race, color, religion, sex, age, disability as defined in ORC § 4112.01, national origin, sexual orientation, military status, or ancestry against any citizen of this state in the hiring of any person qualified and available to perform the work under this Agreement. Escrow Agent further agrees that Escrow Agent, any subcontractor, and any person acting on behalf of Escrow Agent or subcontractor shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Agreement on account of race, color, religion, sex, age, disability as defined in ORC § 4112.01, national origin, sexual orientation, military status, or ancestry.
- 14.7 Compliance with Laws - Escrow Agent, in the execution of its duties and obligations under this Agreement, agrees to comply with all applicable federal, state, and local laws, rules, regulations and ordinances. Escrow Agent affirms that it has all of the approvals, licenses, or other qualifications needed to conduct business in Ohio and all are current. If at any time during the contract period Escrow Agent, for any reason, becomes disqualified from conducting business in the State of Ohio, Escrow Agent will immediately notify the Local Sponsor in writing and will immediately cease performance of contract activities.
- 14.8 Drug Free Workplace - Escrow Agent agrees to comply with all applicable federal, state and local laws regarding smoke-free and drug-free work places and shall make a good faith effort to ensure that any of its employees or permitted subcontractors engaged in the work being performed hereunder do not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.
- 14.9 Findings for Recovery - Escrow Agent warrants that it is not subject to an "unresolved" finding for recovery under ORC § 9.24. If this warranty is deemed to be false, this Agreement is void ab initio and the Escrow Agent must immediately repay to the Landowner any funds paid under this Agreement.

**EXHIBIT H**  
**SAMPLE ESCROW AGREEMENT**  
(continued)

- 14.10 Headings - The headings in this Agreement have been inserted for convenient reference only and shall not be considered in any questions of interpretation or construction of this Agreement.
- 14.11 Severability - The provisions of this Agreement are severable and independent, and if any such provision shall be determined to be unenforceable in whole or in part, the remaining provisions and any partially enforceable provision shall, to the extent enforceable in any jurisdiction, nevertheless, be binding and enforceable.
- 14.12 Debarment - Escrow Agent represents and warrants that it is not debarred from consideration for contract awards by the Director of the Department of Administrative Services, pursuant to either ORC § 153.02 or ORC § 125.25. If this representation and warranty is found to be false, this Agreement is void ab initio and Escrow Agent shall immediately repay to ODA any funds paid under this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by and through their duly authorized agents as of the Effective Date.

**LANDOWNER**

\_\_\_\_\_  
Insert Signature Info  
Insert Signee's Address  
Date: \_\_\_\_\_

**LANDOWNER**

\_\_\_\_\_  
Insert Signature Info  
Insert Signee's Address  
Date: \_\_\_\_\_

**ESCROW AGENT**

\_\_\_\_\_  
Insert Title Agent/Agency Name  
Insert Title Agent/Agency Contact  
Insert Title Agent/Agency Address  
Date: \_\_\_\_\_

**(Escrow Agreement Template Date: 05/09/2017)**

**LOCAL SPONSOR**

\_\_\_\_\_  
Insert Signature Info  
Insert Signee's Address  
Date: \_\_\_\_\_

**EXHIBIT I**  
**TITLE REVIEW CHECKLIST**  
*(Template for Local Sponsor)*

**Local Agricultural Easement Purchase Program (LAEPP)**  
**Title Review Checklist**

Below is a list of documents commonly requested by the Ohio Department of Agriculture (ODA) for the review of title on a proposed agricultural easement property. While not an all-inclusive list, we strongly encourage Local Sponsors (LS) to share this checklist with their title agents to help communicate ODA's requirements.

| <b>Document/Description</b>  | <b>Check when complete</b> |                  |
|--|----------------------------|------------------|
|  | <b>Title Agent to LS</b>   | <b>LS to ODA</b> |
| 1. Provision of 90-year chain of title* – provide source documents for deeds showing chain for 90 years.<br>a. Deeds must be provided which demonstrate conveyance of each tract and/or parcel of land.<br>b. Deeds should clearly show the recording information or title agent should provide if reference is obscured or illegible.   |                            |                  |
| 2. If the owner of the land is a corporation, limited liability company, or partnership**:<br>a. Provide Articles of Incorporation or Organization, as applicable.<br>b. By-laws or Code of Regulations, as applicable.<br>c. Provide Corporate Resolution or Minutes of Meeting approving sale of easement to ODA.<br>d. Unless all members of the organization will be signing the Deed of Agricultural Easement, an additional Resolution is required authorizing a member to sign on behalf of the corporation, company, or partnership. | N/A                        |                  |
| 3. Provide a source document for each exception shown on the title commitment, and please ensure that <u>all documents are legible</u> .<br>a. Assignments of leases should be provided.<br>b. Exception documents should clearly show the recording information or title agent should provide if reference is obscured or illegible.  |                            |                  |
| 4. Ohio Department of Agriculture listed as the only insured on the title commitment (also applies to Closing Protection Coverage).  |                            |                  |
| 5. If the owner of the land is a trust, provide a Memorandum of Trust in accordance with ORC 5301.255.   | N/A                        |                  |
| 6. Provide a legal description in the title commitment which matches the last deed that is in the chain of title; if parts of the legal description have been omitted, a corrective deed or survey should be requested. *  |                            |                  |
| 7. Provide county auditor tax card indicating payment of taxes up to current date.   |                            |                  |
| 8. If mortgages are on the property, subordination of mortgages will be requested.   | N/A                        |                  |

Local Sponsors should refer to the Scope of Work in the ODA-Local Sponsor Cooperative Agreement for the complete requirements regarding title work and title agent responsibilities.

**EXHIBIT I**  
**TITLE REVIEW CHECKLIST**  
(continued)

**\*Chain of Title Definition for Source Documents**

- All Deeds related to the Property for the last 90 years.
- All liens, easements, mortgages, and other encumbrances in the last 90 years (including assignments of same).
- All oil and gas leases associated with the Property in the last 90 years.
- All outsales/conveyances that have occurred after the recording of the source deed for the property.
- All instruments marginally notated.

**\*\*Corporate/Trust documentation is not always available through public records (or title agent). Local Sponsors should contact landowner directly for these documents and provide to ODA.**

12/5/2017

**Cooperative Agreement (Entire Agreement Template): 01/29/2019**

Prosecutor's Approval Page

Resolution No.

A resolution to enter into the 2023 Cooperative Agreement for a funding allocation to acquire Agricultural Easements through the Clean Ohio Local Agricultural Easement Purchase Program for Fairfield County, Ohio

(Fairfield County Soil and Water Conservation District)

Approved as to form on 2/7/2023 2:22:49 PM by Steven Darnell,

Resolution No. 2023-02.07.m

A resolution to enter into the 2023 Cooperative Agreement for a funding allocation to acquire Agricultural Easements through the Clean Ohio Local Agricultural Easement Purchase Program for Fairfield County, Ohio

(Fairfield County Soil and Water Conservation District)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

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

**WHEREAS,** departments that need the Board of Commissioners' approval for payment of their invoices have submitted their invoices to the County Auditor; and

**WHEREAS,** the County Auditor has submitted the cash disbursement journal for payment of invoices for the check date of February 9, 2023.

---

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

---

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

Prepared by: Auditor/Finance  
cc: Finance Office

## INVOICES BY DEPARTMENT

02/09/2023 to 02/09/2023

## Department

| Check #                           | Check Date                                | Vendor # | Vendor Name               | Invoice #   | Invoice Date | PO #     | Warrant | Line Item Description     | Amount              |
|-----------------------------------|---|----------|---------------------------|-------------|--------------|----------|---------|---------------------------|---------------------|
| <b>1200</b>                       | <b>COMMISSIONERS ADMIN</b>                |          |                           |             |              |          |         |                           |                     |
|                                   | <b>Fund: 1001 - GENERAL FUND</b>          |          |                           |             |              |          |         |                           |                     |
| 5368309                           | 02/09/2023                                | 940      | CCAO                      | 2023        | 01/27/2023   | 23000294 | C0207   | 2023 DUES                 | 360.00              |
|                                   | <b>Fund: 2736 - FY09 CFLP GRANT FUND</b>  |          |                           |             |              |          |         |                           |                     |
| 1578051                           | 02/09/2023                                | 1802     | COMMUNITY ACTION          | 9254        | 01/31/2023   | 23002407 | C0207   | 2023 recycling services   | 1,057,510.44        |
|                                   | <b>Fund: 2876 - FISCAL RECOVERY (ARP)</b> |          |                           |             |              |          |         |                           |                     |
| 5368312                           | 02/09/2023                                | 15636    | FIDLAR TECHNOLOGIES, INC. | I4474-J2-IN | 10/31/2022   | 22005009 | C0207   | Recorder scanning project | 171,829.02          |
| <b>TOTAL: COMMISSIONERS ADMIN</b> |   |          |                           |             |              |          |         |                           | <b>1,229,699.46</b> |



## INVOICES BY DEPARTMENT

02/09/2023 to 02/09/2023

## Department

| Check #                        | Check Date | Vendor # | Vendor Name                                    | Invoice # | Invoice Date | PO #     | Warrant | Line Item Description        | Amount            |
|--------------------------------|------------|----------|--|-----------|--------------|----------|---------|------------------------------|-------------------|
| <b>1270</b>                    |            |          | <b>COMM-MAINTENANCE</b>                        |           |              |          |         |                              |                   |
|                                |            |          | <b>Fund: 2876 - FISCAL RECOVERY (ARP)</b>      |           |              |          |         |                              |                   |
| 5368310                        | 02/09/2023 | 12150    | WALSH CONSTRUCTION GROUP, LLC                  | app#9     | 01/31/2023   | 22005757 | C0207   | Fairfield Center renovation  | 187,151.82        |
|                                |            |          | <b>Fund: 3435 - PERMANENT IMPROVEMENT FUND</b> |           |              |          |         |                              |                   |
| 5368311                        | 02/09/2023 | 14329    | SETTERLIN BUILDING COMPANY                     | 8         | 01/27/2023   | 21006944 | C0207   | SWAT Storage Facility 1/2023 | 94,070.99         |
| 5368311                        | 02/09/2023 | 14329    | SETTERLIN BUILDING COMPANY                     | 8         | 01/27/2023   | 22002679 | C0207   | SWAT storage facility 1/2023 | 16,618.70         |
| 5368311                        | 02/09/2023 | 14329    | SETTERLIN BUILDING COMPANY                     | 8         | 01/27/2023   | 22004612 | C0207   | SWAT project 1/2023          | 173,931.86        |
| <b>TOTAL: COMM-MAINTENANCE</b> |            |          |  |           |              |          |         |                              | <b>471,773.37</b> |

| Department            |                            |          |                  |           |              |          |         |                                   |            |
|-----------------------|----------------------------|----------|------------------|-----------|--------------|----------|---------|-----------------------------------|------------|
| Check #               | Check Date                 | Vendor # | Vendor Name      | Invoice # | Invoice Date | PO #     | Warrant | Line Item Description             | Amount     |
| 1600                  | ENGINEER-ADMIN             |          |                  |           |              |          |         |                                   |            |
|                       | Fund: 2024 - MOTOR VEHICLE |          |                  |           |              |          |         |                                   |            |
| 5368313               | 02/09/2023                 | 16696    | MC EQUIPMENT LLC | 85990     | 03/21/2022   | 22002589 | C0207   | DUMP BODY CONTRACT<br>#080818-BPC | 109,205.00 |
| TOTAL: ENGINEER-ADMIN |                            |          |                  |           |              |          |         |                                   | 109,205.00 |

INVOICES BY DEPARTMENT

02/09/2023 to 02/09/2023

Department

| Check # | Check Date | Vendor # | Vendor Name | Invoice # | Invoice Date | PO # | Warrant | Line Item Description | Amount |
|---------|------------|----------|-------------|-----------|--------------|------|---------|-----------------------|--------|
|---------|------------|----------|-------------|-----------|--------------|------|---------|-----------------------|--------|

Summary Total for this report: \$1,810,677.83

Commissioner Steven A. Davis

Commissioner Jeffrey M. Fix

Commissioner David L. Levacy

Date

Resolution No. 2023-02.07.n

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

(Fairfield County Commissioners)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

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