

**Regular Meeting #6 - 2024
Fairfield County Commissioners' Office
February 13, 2024**

Review Meeting

The Commissioners met at 9:00 a.m. in the Commissioners' Hearing Room located at 210 E. Main St., Lancaster, OH. Commissioner Levacy called the meeting to order, and the following Commissioners were present: Jeff Fix, Steve Davis, and Dave Levacy. County employees present: County Administrator Aundrea Cordle; Deputy County Administrator Jeff Porter; Clerk to the Commissioners, Rochelle Menningen; Communications & Information Coordinator, Bennett Niceswanger; County Auditor, Dr. Carri Brown; Recorder Lisa McKenzie; Treasurer James Bahnsen; Assistant Prosecuting Attorneys, Amy Brown-Thompson and Steven Darnell; Budget Director, Bart Hampson; JFS Director, Corey Clark; IT Director, Dan Neeley; EMA and Facilities Director, Jon Kochis; Utilities Director, Tony Vogel; Engineer's Deputy Director of Operations, Jason Grubb; JFS Budget Director, Josh Crawford; FCFC Manager, Tiffany Wilson; Chief Deputy Treasurer, Interim RPC Director, Holly Mattei; RPC Planner, Joshua Hillberry; Soil & Water District Manager, Nikki Drake; DD Superintendent, Dr. David Uhl; and Deputy Williams. Also present: Barbara Rhodes, Sherry Pymmer, Chasilyn Carter, Jo Price, Betty Bennett, Ray Stemen, Judy Stemen, and Carrie Woody.

Virtual attendees: Lori Hawk, Abby Watson, BGM, Park Russell, Austin Lines, Beth Cottrell, Jeff Barron, Nicole, Ashley Arter, Deborah, Greg Forquer, Jessica Murphy, Shelby Hunt, Stacy Hicks, Vince Carpico, Marcy Fields, Britney Lee, Brian Wolfe, Jonathan Ferbrache, Tony Howard, Tony Vogel, Andy Boystel, Melissa Connor, Josh Horacek, and Sara Madenwald.

Welcome

Commissioner Levacy opened the meeting by welcoming everyone in attendance.

Listen and Learn – Soil & Water Conservation District

Nikki Drake introduced herself and spoke about the handouts she provided which are available in the minutes. She also spoke about a workshop on logging timber best practices and added that Carrie Brown, from the OSU Extension spoke about the Spotted Lanternfly from China that is destroying trees and bushes in North America. Ms. Drake also spoke about their annual tree sale and added that the annual drug collection event will be in Walnut Township. The Soil & Water Conservation District's annual report and newsletter are both on their website.

Commissioner Fix stated that the annual report speaks about the nineteen Land Use Plan meetings attended by Ms. Drake and her team. He added his appreciation for Ms. Drake, Mr. Chad Lucht, and the team, participating in the meetings.

Commissioner Levacy asked if there is a treatment for the Spotted Lanternfly.

Commissioner Fix asked if the trees are harmed or killed by the invasive species.

Ms. Drake stated that the Spotted Lanternfly sucks the sap from the tree and causes a great deal of damage and that the greatest concern is vineyards, since they will not survive the damage. She added that OSU extension can assist with identifying the Spotted Lanternfly.

Ms. Cordle thanked Ms. Drake and Mr. Ferbrache for their work on the Memorandum of Understanding (MOU) with the Ohio Department of Agriculture. She also stated her appreciation for Mr. Vogel and Mr. Szabrak for their assistance in the process.

Mr. Vogel added that the MOU would provide for utility access when the property goes into land preservation.

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Ms. Drake stated that fifth grade teachers may request tree saplings for students.

Commissioner Fix stated that the county is working on land preservation so that a landowner can preserve their land even if a neighbor wishes to develop. He added that the county wants to partner and asked Ms. Drake if she agreed with what the county is doing with the state.

Ms. Drake stated that the Soil & Water Conservation District is doing this with the Commissioners and will work through that process.

Ohio Transit Risk Pool Recognizes Lancaster-Fairfield Public Transit

Ohio Transit Risk Pool CEO, Barbara Rhodes, presented an award to LFPT for having the lowest cost of risk in the entire pool and added that LFPT competed against counties such as Delaware, Licking, and Allen.

LFPT Director, Chasilyn Carter, thanked Ms. Rhodes and the Ohio Transit Risk Pool and added that safety is the LFPT's priority.

Commissioner Davis thanked Ms. Rhodes and Ms. Carter and asked if there was anything the county should do prior to July 1st to maintain the relationship with the Ohio Transit Risk Pool.

Ms. Rhodes stated there are meetings being added to discuss possible implications of the transition. She added that she has previously worked with agencies who are transferring governance and further added that the LFPT has had a clean audit every year.

Commissioner Levacy stated that it is difficult for a city to operate a county transit agency and that the county will have the opportunity to leverage workforce relationships. He added that the city and county have been working together on the transition and have the same goals for LFPT.

Ms. Rhodes stated that the City of Lancaster should be commended and added that the Ohio Transit Risk Pool is excited to help. She added there is staff that works for the Ohio Transit Risk Pool under an ODOT grant

Floodplain Regulations Update/Hearing – Regional Planning Commission (RPC)

Holly Mattei explained the requirement to hold public hearings to amend floodplain regulations. She spoke about the slight changes to the floodplain maps in the Pickerington area and in an unincorporated area of the county. She added that the Ohio Department of Natural Resources reviewed the model with RPC and provided a timeline for updating the maps. Ms. Mattei stated there would be an additional public hearing on February 27th and added that the hearings will help ensure the county does not lose national floodplain insurance.

Commissioner Davis asked who must carry floodplain insurance and if there are different levels of flood risks on properties. He also asked if any area had been added to a floodplain map that was not previously in a floodplain.

Ms. Mattei stated that properties with mortgages must carry floodplain insurance. She explained that 100 year floodplains indicate that the area is likely to only flood once in 100 years and that these areas see considerable construction. Areas that do not require flood insurance are 500 year floodplains and these areas are likely to only flood once every 500 years. Studies have been completed to show where water is flowing.

Commissioner Fix stated his appreciation for the participation of Ms. Mattei, Ms. Saleh, and Mr. Hillberry at the Land Use Plan meetings.

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Ms. Mattei stated that RPC is in the process of getting their CDBG projects and will be sending out a press release. She added that RPC will be back in front of the Commission on March 5th for a CDBG public hearing.

Commissioner Fix asked if floodplain hearings are held yearly.

Ms. Mattei stated that the floodplain maps were last updated in 2012. She stated the 2012 maps had many changes, unlike the ones presented today.

Ms. Pymer stated that the floodplain maps were discussed at the Walnut Township Trustee meeting.

Ms. Mattei explained that the Walnut Township discussion was unrelated to the floodplain maps being discussed and added that the Walnut Township discussion was being held until the floodplain maps, which are a FEMA requirement, are finalized.

Commissioner Levacy asked if there was anyone in favor or who opposed the updated Floodplain Regulations. There was no one in favor or in opposition of the proposed Floodplain Regulations.

Commissioner Levacy adjourned the Floodplain Regulations Update/Hearing at 9:36 a.m.

Public Comments

Ray Stemen of Lancaster spoke about the privilege of speaking in a public forum and current legislation moving through Congress.

Judy Stemen of Lancaster offered her concerns for the COVID-19 vaccine and other vaccines.

Sherry Pymer spoke about her opposition to industrial solar in Fairfield County and about a February 1st hearing at the Statehouse.

Legal Update

Amy Brown-Thompson stated that the Board of Elections was named in a time sensitive Ohio Supreme Court lawsuit regarding the Mayor of Buckeye Lake.

Commissioner Davis asked about the objective of the suit.

Ms. Brown-Thompson stated that the objective is to stop the recall election and she thanked the departments that have been extremely patient through the process.

County Administration Update

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

Week in Review

Sheriff's Office Perimeter Fencing

We have received artist renderings for two options of perimeter fencing. A rough budget for the options, assuming normal conditions, is \$995,000 for the full 6' height wall and \$965,000 for the 44" masonry wall with 3' black picket fence on top. The isn't a

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significant difference in the cost due to the cost of installing the piers that both options utilize.

Commissioner Davis inquired as to the aesthetics of the back of the fence wall.

Mr. Kochis stated that the inside of the fence is brick and that there could be a cost reduction to change the inside.

Commissioner Davis spoke about the Sheriff's Office's vehicles and staff vehicles that would be in the lot surrounded by the fence and added that in former conversations regarding the jail, we stated that we would not make the facility look like a prison. He added that the fence would be on the back side of the facility, on the Wheeling Street side. The Commissioner spoke with Mr. Kochis regarding the posted "no trespassing" signs.

Mr. Kochis stated that everything from delivery drivers to pedestrian traffic is seen cutting through the lot from Wheeling Street to Lincoln Ave.

Commissioner Davis stated that security became a concern when individuals were seen putting on shows for incarcerated individuals.

Mr. Kochis added that there were communications taking place between incarcerated persons and people on the outside of the facility. Window treatments were applied that prevent individuals from seeing into or out of the facility.

Commissioner Fix asked about fence gates.

Mr. Kochis stated there will be four gates plus a secure wrought iron gate, all included in the cost. He added that there will be access control and a lot of other built in costs outside of the cost of the brick.

Commissioner Davis asked about the contingency and the 2024 budgeted amount for the fence. He also asked about the risk of additional costs and the anticipated completion date.

Mr. Kochis stated that \$745,000 was budgeted for the project and that there is still a potential for change orders. He added that he anticipated the project could be completed in 2024.

Commissioner Davis spoke about project challenges since the pandemic and asked about the height of the fence.

Mr. Kochis stated that the challenges we faced getting materials and laborers have improved. He added that the fence would be 6 foot in height.

Fairfield County to Host Central District CCAO & CEAO Regional meeting on May 3rd at the Fairfield County Workforce Center

The event will feature a breakfast and a welcome by Central District President and Delaware County Commissioner Gary Merrell, followed by an update from the CCAO. Then, each Fairfield County Commissioner will give a brief presentation on one of their areas of focus:

- Commissioner Jeff Fix: Fairfield County's Land Use Planning Process
- Commissioner Steve Davis: Expanding Transit to Meet Workforce Challenges

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- Commissioner David Levacy: The Fairfield County Workforce Center and Training Programs.

The event will conclude with a tour of the county's workforce center and lunch.

Commissioner Fix stated the CCAO is broken up into five regions that meet twice a year in one county or another. He added that he is excited to share Fairfield County's story and show the trends the county is setting.

Airport Authority Board Member

There is a resolution on the voting agenda to approve the appointment of John Smith to the Airport Authority Board. The Board of Commissioners interviewed Mr. Smith on January 23, 2024. There were two candidates interviewed that day, both very qualified. Bennett Niceswanger spoke with Kreig Babbert and encouraged him to attend the board meetings.

2-1-1 Day Celebration

February 11 is the annual observance that highlights 2-1-1 services that connect people in our community with resources they need. 2-1-1 is a bridge between people who need services and the agencies that can help. Our local 2-1-1 has been providing this service to Fairfield County residents for over 40 years.

Jeannette Curtis, Executive Director of Fairfield County 2-1-1 has invited the Commissioners and staff to visit their office to learn how they support the Fairfield County community. I will be reaching out to Jeannette to schedule a time to visit.

Highlights of Resolutions

Administrative Approvals

The review packet contains a list of administrative approvals.

Resolution Review

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

Resolutions of note:

- A resolution approving the appointment of John Smith to the Airport Authority Board. The Board of Commissioners interviewed Mr. Smith on January 23, 2024. There were two candidates interviewed that day, both very qualified.
- A resolution Authorizing the Approval of Service Agreement between Juvenile Court and Connexion West. This is the resolution that was postponed last week and is for innovative after school programming that includes life skill development, social enrichment activities, and career readiness.
- Three resolutions authorizing the extension of repayments of advances. One for Economic Development Fund #2881, the EV Charging Station; one for Fund #2072, the Public Children Services EPIC Grant; and the last for Sheriff's Office Fund #2593 for Concealed Handguns.
- In March of 2023, the Board of Commissioners reviewed a request for consideration of the purchase of an agricultural easement through the Clean Ohio

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Local Agricultural Easement Purchase Program for the Tooill farm. A resolution is on today for the assignment of payment and the escrow agreement for the purchase of that easement.

- A resolution to enter into the First Amendment to the 2023 Cooperative Agreement for a funding allocation to acquire Agricultural Easement through the Clean Ohio Local Agricultural Easement Purchase Program.

Budget Review

- Budget Director, Bart Hampson, provided a 4th quarter budget review.

Calendar Review/Invitations Received

- Lancaster State of the City Address, February 15, 2024, 8:00 a.m., Crossroads, 2095 W. Fair Ave., Lancaster
- Lancaster Fairfield Community Action Agency Board of Directors Meeting, February 15, 2024, 11:30 a.m., Recycling Center, 1761 E. Main St., Lancaster
- Family and Children First Executive Committee Meeting, February 16, 2024, 8:30 a.m., Fairfield County Agricultural Center, 831 College Ave., Lancaster
- United Way of Fairfield County Annual Meeting & Awards Banquet, February 28, 2024, 8:00 a.m., Olivedale Senior Center, 253 Boving Rd., Lancaster
- Strings for Spring Second Annual Gala for the Wagnalls Memorial, March 2, 2024, 7:00 p.m., Wagnalls Memorial 150 E. Columbus St., Lithopolis
- The State of Pickerington, March 7, 2024, 11:00 a.m., Wigwam Event Center, 10190 Blacklick Eastern Rd. NW, Pickerington
- CCAO & CEAO Central Region Meeting, May 3, 2024, 8:30 a.m. – 12:30 p.m., Fairfield County Workforce Center, 4465 Coonpath Rd. NW, Carroll
- Fairfield County 211, Invitation to Visit Office

Correspondence

Items Requiring Response

Informational Items

- Fairfield County 211, 2023 Year End Report
- Expedited Type II Annexation, Agent for the Petitioner, Tom Hart, Walnut Township into the Village of Millersport, 9.138 Acres, Petitioner to Correct Items on the Petition Prior to Resolution Approving Annexation
- Moody's Annual Investor Report on Fairfield County
- Letter of Resignation form Fairfield County Law Library Board Member, D. Michael Crites
- Letters from Residents Regarding Industrial Solar Projects
- Excerpt from CCAO Newsletter Regarding Commissioner Davis's Testimony to the Indigent Defense Task Force
- Press Release, Lancaster Festival, February 9, 2024, "Lancaster Festival Drives \$12.5 Million Impact for State; \$9.9 For Fairfield County – Celebration of Music, Arts and Community a 'Mighty Visitor Attraction Engine'"
- Fairfield County Auditor's Office: Wins of the Week, February 8, 2024

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- Memo, Fairfield County Auditor, February 9, 2024, Subjects: Communication About Adjustments for the City of Lancaster; CAAO Conference Hosted in Fairfield County; Current Agricultural Use Valuation Program Deadline; and the IRS W-4 Form
- For Immediate Release, Office of the County Auditor, February 9, 2024, "Homestead Program Participants will be Receiving a Letter; a Response is Needed ONLY if There Are Changes"
- For Immediate Release, Office of the County Auditor, February 9, 2024, "Fairfield County Auditor Highlights Tax Adjustments to be Reflected in June 2024 Mailing"
- Newsletter, Visit Fairfield County, "The Ultimate Guide to Valentine's Day in Fairfield County"

Old Business

Commissioner Davis spoke about presenting to the Indigent Defense Task Force and added that a commissioner from Allen County also made a presentation. The situations in Fairfield and Allen counties differ as Allen has had a substantial increase in Indigent Defense costs over the last decade, while Fairfield County has had a less than 2% increase in that same time. The Commissioner stated that there are counties who would benefit from a state takeover of indigent defense and those who would not. He urged the task force not to penalize counties whose systems are not in need of help. Commissioner Davis also had the opportunity to attend an event with Big Brothers Big Sisters.

New Business

City of Lancaster's Safety and Service Director, Carrie Woody, thanked Chasilyn Carter for all she has done to keep the Lancaster-Fairfield Public Transit drivers and passengers safe.

Commissioner Levacy thanked Ms. Woody and Ms. Carter for all their safety efforts.

Commissioner Davis spoke about driving an electric vehicle and added that he does not go long distances in the vehicle. He stated that the country's infrastructure is not equipped to push all drivers to electric vehicles, and that there is not the ability for electric vehicles to go long distances. The Commissioner also spoke about a note received from Ms. Pymer and added that he has reviewed the testimony from Issac Orr. He added there is a huge difference between removing power and adding power supply and that there is a push to subtract supply, which will drive energy costs up. He thanked Ms. Pymer for sharing the information.

Treasurer Bahnsen stated the Treasurer's Office has had a busy week and encouraged folks to contact his office with questions or concerns.

Commissioner Levacy asked if the Treasurer's drive up window option was being utilized.

Treasurer Bahnsen stated the drive up window gets a fair amount of use.

Auditor Brown stated her office has begun the process of communicating the second half tax bills to Lancaster residents and mortgage companies. She added that her office will issue an amended certificate in March to the City of Lancaster and that most of the questions received by her office are related to the Homestead exemption.

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Commissioner Davis stated the MCJDC Board has a current substantial cash position and asked if they are making a choice to retain the interest.

Dr. Brown stated there are exceptions in the ORC for interest.

Commissioner Davis stated he wants to make sure he is accurate in reporting back to the MCJDC Board that this is a codified requirement.

Auditor Brown stated there could be a credit back for the MCJDC contract. She also mentioned the CAAO conference at the Wigwam, which was well received; and that GIS currently has several special projects. She added that GIS has street level imagery which will be placed on the website for the sexennial anniversary and that they have the street views done through a third party during the appraisal of properties.

Mr. Szabrak stated they have ninety high school students who are taking classes at the Workforce Center. He added that Mr. Vogel has helped place the water and wastewater students in jobs either in the county or with other municipalities.

Commissioner Levacy asked if the students who are in phlebotomy classes are planning to continue to nursing school.

Director Szabrak stated that is typically the case and that students often wish to be hired by hospitals that often assist with nursing school costs.

Director Kochis stated there are scheduled bid openings for three separate projects.

Director Clark provided an update on the Medicaid return to normal project. There is one month left to go on that project, and he is proud of his staff for maintaining a 100% completion rate.

Regular (Voting) Meeting

The Commissioners met at 9:00 a.m. in the Commissioners' Hearing Room located at 210 E. Main St., Lancaster, OH. Commissioner Levacy called the meeting to order, and the following Commissioners were present: Jeff Fix, Steve Davis, and Dave Levacy. County employees present: County Administrator Aundrea Cordle; Deputy County Administrator Jeff Porter; Clerk to the Commissioners, Rochelle Menningen; Communications & Information Coordinator, Bennett Niceswanger; County Auditor, Dr. Carri Brown; Recorder Lisa McKenzie; Treasurer James Bahnsen; Assistant Prosecuting Attorneys, Amy Brown-Thompson and Steven Darnell; Budget Director, Bart Hampson; JFS Director, Corey Clark; IT Director, Dan Neeley; EMA and Facilities Director, Jon Kochis; Utilities Director, Tony Vogel; Engineer's Deputy Director of Operations, Jason Grubb; JFS Budget Director, Josh Crawford; FCFC Manager, Tiffany Wilson; Chief Deputy Treasurer, Interim RPC Director, Holly Mattei; RPC Planner, Joshua Hillberry; Soil & Water District Manager, Nikki Drake; DD Superintendent, Dr. David Uhl; and Deputy Williams. Also present: Barbara Rhodes, Sherry Pymmer, Chasilyn Carter, Jo Price, Betty Bennett, Ray Stemen, Judy Stemen, and Carrie Woody.

Virtual attendees: Lori Hawk, Abby Watson, BGM, Park Russell, Austin Lines, Beth Cottrell, Jeff Barron, Nicole, Ashley Arter, Deborah, Greg Forquer, Jessica Murphy, Shelby Hunt, Stacy Hicks, Vince Carpico, Marcy Fields, Britney Lee, Brian Wolfe, Jonathan Ferbrache, Tony Howard, Tony Vogel, Andy Boystel, Melissa Connor, Josh Horacek, and Sara Madenwald.

Pledge of Allegiance

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

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Announcements

Clerk Menningen stated that Fairfield County offices will be closed on Monday, February 19th, in observance of President's Day. She also stated two resolutions require corrections that will be explained during the voting process and reflected in the minutes.

Approval of Minutes for February 6, 2024

On the motion of Jeff Fix and the second of Steve Davis, the Board of Commissioners voted to approve the Minutes for the Tuesday, February 6, 2024, meeting.

Roll call vote of the motion resulted as follows:

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

Approval of Resolutions from the Fairfield County Board of Commissioners

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

- | | |
|--------------|---|
| 2024-02.13.a | A Resolution Approving the Appointment of Mr. John S. Smith to the Fairfield County Airport Authority Board |
| 2024-02.13.b | A Resolution to Approve a Memo Receipt and Expense for Stop Loss Pool Sub Fund & the Self-Funded Healthcare Fund |
| 2024-02.13.c | A resolution to appropriate from unappropriated in a major expenditure object category for Fund# 2736, Sub Fund# 8318, FY2023 CFLP Grant. |

Roll call vote of the motion resulted as follows:

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

Approval of a Resolution from Fairfield County Economic & Workforce Development

Clerk Menningen explained that the correct repayment date in the preamble of the resolution is May 15, 2024.

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

- | | |
|--------------|--|
| 2024-02.13.d | A resolution authorizing the approval to extend the repayment date of advance of fund #2881 EV Charging Station fund |
|--------------|--|

Roll call vote of the motion resulted as follows:

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

Approval of Resolutions from Fairfield County Engineer

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

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- 2024-02.13.e A resolution to request for appropriations for additional unanticipated receipts of memo receipts and memo expenses for fund 3445 BLO-36 bridge replacement
- 2024-02.13.f A resolution to appropriate from unappropriated in a major expenditure object category County Engineer 2024-Motor Vehicle to engineering consulting services.
- 2024-02.13.g 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, Steve Davis, and Dave Levacy

Approval of a Resolution from Fairfield County Job and Family Services

Clerk Menningen explained that resolution 2024-02.13.h was mistakenly added to the agenda under Family and Children First Council and should be under Job and Family Services.

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

- 2024-02.13.h A Resolution Authorizing the Approval to Extend the Repayment Date of an Advance of funds – Fund #2072 Public Children Services, Sub Fund #8182 EPIC Grant

Roll call vote of the motion resulted as follows:

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

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

- 2024-02.13.i A resolution to approve a memo exp./ memo receipt for the costs of Birth Certificates paid to Fairfield County Health Departments as a memo expenditure for fund# 2072 Public Children's Services

Roll call vote of the motion resulted as follows:

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

Approval of Resolutions from the Fairfield County Juvenile & Probate Court

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

- 2024-02.13.j A Resolution Authorizing the Approval of a Service Contract by Fairfield County Juvenile Court and Connexion West
- 2024-02.13.k A Resolution Authorizing the Approval of an Amendment #1 to the FY24 Grant Agreement with the Ohio Department of Youth Services

Roll call vote of the motion resulted as follows:

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

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Approval of a Resolution from the Fairfield County Sheriff

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

2024-02.13.l A resolution authorizing the approval to extend the repayment date of an advance of funds – Fund #2593 Concealed Handgun

Roll call vote of the motion resulted as follows:

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

Approval of Resolutions from the Fairfield County Soil & Water Conservation District

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

2024-02.13.m A resolution to sign the Assignment of Payment/Escrow Agreement for the Tooill Farm through the Clean Ohio Local Agricultural Easement Purchase Program with the Ohio Department of Agriculture.

2024-02.13.n A Resolution to Enter into the First Amendment to 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

Roll call vote of the motion resulted as follows:

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

Approval of the Payment of Bills

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

2024-02.13.o A resolution authorizing the approval of payment of invoices for departments that need Board of Commissioners' approval.

Roll call vote of the motion resulted as follows:

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

Recess

On the motion of Jeff Fix and the second of Steve Davis, the Board of Commissioners voted to recess at 10:34 a.m.

Roll call vote of the motion resulted as follows:

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

On the motion of Jeff Fix and the second of Steve Davis, the Board of Commissioners voted to return to Regular Session at 2:00 p.m.

Roll call vote of the motion resulted as follows:

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



A G E N D A

BOARD OF COMMISSIONERS

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

County Administrator
Aundrea N. Cordle

Deputy County Administrator
Jeffrey D. Porter

Clerk
Rochelle Menningen

Tuesday, February 13, 2024
9:00 a.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. Listen & Learn, Fairfield County Soil and Water

Nikki Drake

4. Ohio Transit Risk Pool to Recognize Lancaster-Fairfield Public Transit

5. Floodplain Regulations Update, Regional Planning Commission

Holly Mattei, Safa Saleh, and Joshua Hillberry

6. 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.*

7. Legal Update

8. County Administration Update

- a. Week in Review
- b. Highlights of Resolutions
- c. Budget Review
- d. Recognitions/Thank-Yous
- e. Calendar Review/ Invitations Received
 - i. Lancaster State of the City Address, February 15, 2024, 8:00 a.m., Crossroads, 2095 W. Fair Ave., Lancaster
 - ii. Lancaster Fairfield Community Action Agency Board of Directors Meeting, February 15, 2024, 11:30 a.m., Recycling Center, 1761 E. Main St., Lancaster
 - iii. Family and Children First Executive Committee Meeting, February 16, 2024, 8:30 a.m., Fairfield County Agricultural Center, 831 College Ave., Lancaster
 - iv. United Way of Fairfield County Annual Meeting & Awards Banquet, February 28, 2024, 8:00 a.m., Olivedale Senior Center, 253 Boving Rd., Lancaster

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

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

- v. Strings for Spring Second Annual Gala for the Wagnalls Memorial, March 2, 2024, 7:00 p.m., Wagnalls Memorial 150 E. Columbus St., Lithopolis
- vi. The State of Pickerington, March 7, 2024, 11:00 a.m., Wigwam Event Center, 10190 Blacklick Eastern Rd. NW, Pickerington
- vii. CCAO & CEAO Central Region Meeting, May 3, 2024, 8:30 a.m. – 12:30 p.m., Fairfield County Workforce Center, 4465 Coonpath Rd. NW, Carroll
- viii. Fairfield County 211, Invitation to Visit Office
- f. Correspondence
 - i. Fairfield County 211, 2023 Year End Report
 - ii. Expedited Type II Annexation, Agent for the Petitioner, Tom Hart, Walnut Township into the Village of Millersport, 9.138 Acres, Petitioner to Correct Petition Items Prior to Resolution Approving Annexation
 - iii. Moody's Annual Investor Report on Fairfield County
 - iv. Letter of Resignation from Fairfield County Law Library Board Member, D. Michael Crites
 - v. Letters from Residents Regarding Industrial Solar Projects
 - vi. Excerpt from CCAO Newsletter Regarding Commissioner Davis's Testimony to the Indigent Defense Task Force
 - vii. Press Release, Lancaster Festival, February 9, 2024, "Lancaster Festival Drives \$12.5 Million Impact for State; \$9.9 For Fairfield County – Celebration of Music, Arts and Community a 'Mighty Visitor Attraction Engine'"
 - viii. Fairfield County Auditor's Office: Wins of the Week, February 8, 2024
 - ix. Memo, Fairfield County Auditor, February 9, 2024, Subjects: Communication About Adjustments for the City of Lancaster; CAAO Conference Hosted in Fairfield County; Current Agricultural Use Valuation Program Deadline; and the IRS W-4 Form
 - x. For Immediate Release, Office of the County Auditor, February 9, 2024, "Homestead Program Participants will be Receiving a Letter; a Response is Needed ONLY if There Are Changes"
 - xi. For Immediate Release, Office of the County Auditor, February 9, 2024, "Fairfield County Auditor Highlights Tax Adjustments to be Reflected in June 2024 Mailing"
 - xii. Newsletter, Visit Fairfield County, "The Ultimate Guide to Valentine's Day in Fairfield County"

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

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

9. Old Business

10. New Business

- a. Updates from Elected Officials in Attendance

11. Regular (Voting) Meeting

12. Adjourn

13. Commission Connection Video, 12:00 p.m.

14. Transportation Improvement District Meeting, Records Center, 1:00 p.m.

15. Executive Session to Discuss Security Matters, 2:00 p.m.

16. Greenfield Township Meeting, 2:30 p.m.

17. Pleasant Township Meeting, 3:30 p.m.

18. Hocking Township Meeting, 4:30 p.m.

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

Quarters 2,3, & 4, 2021, Total 2022, Total 2023, & Quarter 1 2024 – American Rescue Plan Fiscal Recovery Funds, as of 2.8.2024.

From the \$30,606,902.00 received as the first and second tranche of fiscal recovery funds. \$27,824,843.41 has been appropriated, \$18,846,337.83 expended, \$5,348,271.24 encumbered or obligated.

12Project/Category		As of 2/8/24 Appropriations	As of 2/8/24 Expenditure	As of 2/8/24 Obligation
Public Health				
R15a	Public Health, PPE	199.90	199.90	0.00
R16a	Public Health, Medical Expenses	206,838.33	206,838.33	0.00
R16b	Public Health, COVID Medial Costs County Benefits Program	399,949.66	399,949.66	0.00
R17a	Public Health, Vaccination Clinic and Related Expenses	66,362.57	66,362.57	0.00
R17b	Public Health, Capital Investments and Public Facilities of the County	3,490,552.26	3,402,130.19	88,422.07
R17c	Public Health, Capital Investment for Air Quality Improvements	56,674.00	56,674.00	0.00
R17d	Public Health, Capital Investment for Health Equipment, Mobile Morgue	49,498.87	49,498.87	0.00
R17e	Public Health, Capital Investment for Sheriff Cruiser to Respond to Increased Violence	54,250.98	54,250.98	0.00
R18a	Professional Communications on Behalf of the Board of Health	34,577.94	34,577.94	0.00
R18b	Public Health, Creation of a Community Health Assessment (CHA)	48,943.10	48,943.10	0.00
R19a	Public Safety Payroll Support	1,600,361.39	1,381,624.31	0.00
R19b	Public Health Payroll Support	185,406.39	185,406.39	0.00
R19c	Other Public Sector Payroll Support	290,060.11	213,572.26	0.00
R110a	Mental and Behavioral Health	0.00	0.00	0.00
Subtotal Public Health		6,483,675.50	6,100,028.50	88,422.07
Negative Economic Impacts				
R210a	Emergency Assistance for Non-Profit Organizations, a Subgrant to the City of Lancaster	0.00	0.00	0.00
R210b	Emergency Assistance for Non-Profits, Subgrant The Lighthouse	120,000.00	120,000.00	0.00
R210c	Salvation Army	500,000.00	500,000.00	0.00
R210d	Habitat for Humanity	610,000.00	610,000.00	0.00

Quarters 2,3, & 4, 2021, Total 2022, Total 2023, & Quarter 1 2024 – American Rescue Plan Fiscal Recovery Funds, as of 2.8.2024.

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

\$27,824,843.41 has been appropriated, \$18,846,337.83 expended, \$5,348,271.24 encumbered or obligated.

Project/Category		As of 2/8/24 Appropriations	As of 2/8/24 Expenditure	As of 2/8/24 Obligation
R210e	ADAMH/LSS Housing Projects	3,000,000.00	748,622.88	2,251,377.12
R211a	Subgrant for Tourism, Support for the Fairfield County Fair	499,996.00	499,996.00	0.00
R211b	Aid to Tourism, Travel, Hospitality	18,278.01	18,278.01	0.00
R29a	Emergency Assistance Business Planning	146,829.87	146,829.87	0.00
R213a	Support for Agriculture and the Growing Community	35,000.00	35,000.00	0.00
R213b	Technical Assistance for Townships & Others	400,000.00	249,354.84	150,000.00
R213c	Contracts for Services to Support Residents Suffering Effects of the Pandemic	71,240.00	71,240.00	0.00
Subtotal Negative Economic Impacts		5,401,343.88	2,999,321.60	2,401,377.12
R310a	Housing Support, Affordable Housing Strategic Plan	39,554.00	39,554.00	0.00
Subtotal Services Disproportionately Impacted Communities		39,554.00	39,554.00	0.00
Premium Pay				
R41a	Premium Pay, Premium Pay for Emergency Management Agency Workers	27,907.72	27,907.72	0.00
Subtotal Premium Pay		27,907.72	27,907.72	0.00
Infrastructure				
R52a	Clean Water: Centralized Collection and Conveyance, Airport	598,480.00	438,304.86	100,105.68
R52b	Clean Water: Centralized Collection and Conveyance, Walnut Creek Sewer District	750,000.00	0.00	750,000.00
R56a	Clean Water, Stormwater	539,895.00	539,895.00	0.00
R511a	Drinking Water: Transmission/Distribution, Grant Hampton	894,729.11	800,318.61	0.00

Quarters 2,3, & 4, 2021, Total 2022, Total 2023, & Quarter 1 2024 – American Rescue Plan Fiscal Recovery Funds, as of 2.8.2024.

From the \$30,606,902.00 received as the first and second tranche of fiscal recovery funds. \$27,824,843.41 has been appropriated, \$18,846,337.83 expended, \$5,348,271.24 encumbered or obligated.

Project/Category		As of 2/8/24 Appropriations	As of 2/8/24 Expenditure	As of 2/8/24 Obligation
R511b	Drinking Water: Transmission/Distribution, Airport	102,000.00	61,855.00	38,950.00
R511c	Drinking Water: Transmission/Distribution, Greenfield	1,900,000.00	0.00	0.00
R511d	Drinking Water: Transmission/Distribution, Baltimore	613,000.00	0.00	613,000.00
R511e	Drinking Water: Transmission/Distribution, Pleasantville	834,000.00	0.00	834,000.00
R516a	Broadband, “Last Mile” Projects	0.00	0.00	0.00
Subtotal Infrastructure		6,232,104.14	1,840,373.47	2,336,055.68
Revenue Loss				
R61a	SaaS and Technological Equipment	370,646.50	230,825.32	139,821.18
R61b	Recorder Document Scanning	337,984.72	337,984.72	0.00
R61c	Clerk of Courts Case Management	375,000.00	369,063.56	5,936.44
R61d	MARCS Tower Project	520,000.00	481,278.50	38,721.50
R61e	Dispatch Consoles	543,820.85	543,820.85	0.00
R61f	Fairfield Center Purchase	2,708,752.85	2,708,752.85	0.00
R61g	Fairfield Center Renovation	3,521,524.42	2,312,702.80	205,736.19
R61h	Community School Attendance Program	491,074.99	185,200.48	112,464.56
R61i	Workforce Center Expansion	0.00	0.00	0.00
R61j	Smart Growth	200,000.00	180,263.50	19,736.50
R61k	United Way and Dolly Parton's Imagination Library	25,000.00	25,000.00	0.00

**Quarters 2,3, & 4, 2021, Total 2022, Total 2023, & Quarter 1 2024 – American Rescue Plan
Fiscal Recovery Funds, as of 2.8.2024.**

From the **\$30,606,902.00** received as the first and second tranche of fiscal recovery funds.
\$27,824,843.41 has been appropriated, **\$18,846,337.83** expended, **\$5,348,271.24** encumbered or obligated.

Project/Category		As of 2/8/24 Appropriations	As of 2/8/24 Expenditure	As of 2/8/24 Obligation
R61l	Auditor Historical Records Scanning	0.00	0.00	0.00
R61m	Engineer's Radios	80,000.00	80,000.00	0.00
R61n	Auditor Printers	4,357.66	4,357.66	0.00
R61o	Auditor Copiers	11,893.30	11,983.30	0.00
R61p	Bremen ADA Ramps	26,954.00	26,954.00	0.00
R517a	Beavers Field Utilities	20,896.18	20,896.18	0.00
Revenue Loss		9,237,995.47	7,519,083.72	522,416.37
Administration				
R71a	Administrative Expenses	402,262.70	320,068.82	0.00
Subtotal Administration		402,262.70	320,068.82	0.00
Grand Total		\$27,824,843.41	\$18,846,337.83	\$5,348,271.24

ADMINISTRATIVE AUTHORITY ITEMS
FAIRFIELD COUNTY COMMISSIONERS' OFFICE
FEBRUARY 05, 2024 TO February 11, 2024

Fairfield County Commissioners

- AA.02.06-2024.a An Administrative Approval for the payment(s) of the United Health Care (UHC) invoice for the Fairfield County Self-Funded Health Benefits Program – Fairfield County Board of Commissioners [Commissioners]
- AA.02.07-2024.a An Administrative Approval for the payment of invoices for departments that need Board of Commissioners' approval and have bills presented that are not more than \$75,000 per invoice. [Commissioners]

Fairfield County Emergency Management Agency

- AA.02.09-2024.a An Administrative Approval for an agreement with Tiffin University for an Intern Worker [EMA]

Fairfield County Human Resources

- AA.02.05-2024.a An administrative approval of an agreement with HCC Life Insurance Company for stop loss insurance for the Fairfield County Health Benefit Plan [Fairfield County Human Resources]

United Way of Fairfield County
115 S. Broad St., P.O. Box 2299
Lancaster, Ohio 43130

Non-Profit Org.
US Postage
PAID
Lancaster, OH
Permit No. 41

Annual Meeting &
Awards Banquet
February 28, 2023
Olivedale Senior Center
253 Boving Rd.
Lancaster, OH 43130
8:00 am-9:00 am
\$20/person
RSVP by 2/16/24 at
dallen@uwayfairfieldco.org,
(740)-653-0643, or scan below.

*Or Current Resident

TO:

Dave Levacy
Fairfield County Commissioners
210 E Main St
Lancaster OH 43130



SCAN HERE
TO RSVP TODAY



Annual Meeting & Awards Banquet

UNITED WAY OF FAIRFIELD COUNTY

Join us for a fun morning celebrating the end of our 2023 Campaign
February 28 | 8 AM | Olivedale Senior Center |
253 Boving Rd. Lancaster, OH 43130

Good morning,

On behalf of our board of directors, I cordially extend an invitation to you and your staff to join us for our Second Annual Gala, Strings for Spring, featuring the Bobby Floyd Jazz Trio on March 2. Our evening of cocktails and appetizers will be rounded out with arts and entertainment throughout the Memorial. I hope you will join us. Tickets are available on our event website until February 20, <https://app.donorview.com/VG4XM>. Please reach out if you have any questions.

The poster has a background of soft, out-of-focus bokeh lights in shades of yellow, orange, and green. The text is arranged in a formal, elegant layout. The title 'Strings for Spring' is in a large, dark green script font. Below it, 'Second Annual Gala for' is in a smaller, dark green sans-serif font. The main title 'THE Wagnalls MEMORIAL' is in a large, dark green serif font, with 'THE' in a smaller size above 'Wagnalls'. The date and time 'Saturday, March 2, 2024' and '7-10 pm' are in a dark green sans-serif font. The location 'at the Wagnalls Memorial 150 E. Columbus St, Lithopolis, Ohio 43136' is in a dark green sans-serif font. On the right side, there is a circular black and white photograph of a man in a suit and tie, smiling. Above the photo, the text 'Featuring the Bobby Floyd Trio' is in a dark green script font. Below the photo, the text 'and Art by Kerry Pierce' is in a dark green script font.

Strings for Spring
Second Annual Gala for
THE Wagnalls
MEMORIAL

Saturday, March 2, 2024
7-10 pm

at the Wagnalls Memorial 150 E. Columbus St, Lithopolis, Ohio 43136

Featuring
the Bobby Floyd Trio

and
Art by
Kerry Pierce

Have a great day!

THE STATE OF PICKERINGTON

March 7 • 11 a.m.-1 p.m.
Wigwam Event Center

Mayor Lee Gray and Township Trustee Lori Sanders will provide an update on the City of Pickerington and Violet Township respectively. Pickerington Schools Superintendent Chris Briggs will provide an update on the school district.

Presented By:



City Sponsor



Township Sponsor



Schools Sponsor



*Open to the Public | register at:
www.pickeringtonchamber.com/events

\$35 - includes lunch

February 1, 2024

Commissioner Dave Levacy
210 E. Main Street
Lancaster, Ohio 43130

Dear Commissioner Levacy:

As part of our 2-1-1 Day celebrations this year, Fairfield County 2-1-1 would like to extend an invitation to visit our office and learn about how we support Fairfield County. Given your commitment to Fairfield County, we think this would be a great opportunity for you to see how we can help you support your constituents who may be facing challenges and barriers to services.

Simply put, 2-1-1 is a bridge between people who need services and the agencies that can help, and we have been providing this service to Fairfield County for over 40 years.

In addition to our 2-1-1 call center, we also answer the 24 Hour Crisis line for the county and, as of July 2022, we capture the 988 calls for our county. We offer free representative payee services, house the Fairfield County Mobility Manager, facilitate the Fairfield County Hunger Coalition, and co-facilitate the Fairfield County Suicide Prevention Coalition.

The nature of what we do is connections and collaborations. We can help support our community in many ways including supporting economic and workforce development, transportation and infrastructure needs, housing plans, and so much more.


Please contact me at your convenience so that we can arrange a time for you, or your staff, to stop by and see our operations and how we can better assist you to support our community.

Sincerely,

Jeannette Curtis
Executive Director
Fairfield County 2-1-1
(740) 687-0501
jcurtis@fairfieldcounty211.org

2023 YEAR END REPORT

82,463 Total
Calls

 52% Increase from 2022

97,969 Total
Referrals

 65% Increase from 2022

9,924 Unique
Clients

 22% Increase from 2022

Approximately 13,985 people in
Fairfield County live in poverty.



Each icon on this sheet
represents 5 unique
individuals served.

Call: 740-687-0501

Email: jcurtis@fairfieldcounty211.org

Website: www.fairfieldcounty211.org

Common Services Requested



Food & Meals
29,967

Information Services
23,362

General information such as address,
phone number, hours of operation, and
directions for agencies in our database.



**Individual, Family,
& Community
Support**
5,622

Support centered
referrals include transportation,
diapers/formula, home repair,
and some JFS programs.



**Housing &
Utility
Assistance**
3,452



**Clothing,
Personal, &
Household
Needs**
3,574



**Mental Health,
Substance Use,
& Healthcare**
3,874



MOODY'S

INVESTORS SERVICE

ISSUER COMMENT

2 February 2024

RATING

Issuer Rating¹

Aa2

No Outlook

Analyst Contacts

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 Associate Managing Director
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CLIENT SERVICES

Americas 1-212-553-1653
 Asia Pacific 852-3551-3077
 Japan 81-3-5408-4100
 EMEA 44-20-7772-5454

Fairfield County, OH

Annual comment on Fairfield County

Issuer profile

Fairfield County is located in central Ohio, directly southeast of the Columbus metro area. The county seat of Lancaster is approximately 25 miles southeast of downtown Columbus.

Key indicators

Exhibit 1

Fairfield (County of) OH

	2019	2020	2021	2022	Aa Medians
Economy					
Resident income ratio (%)	112.5%	115.3%	117.8%	N/A	97.7%
Full Value (\$000)	\$10,744,607	\$12,770,075	\$13,061,575	\$13,425,109	\$8,453,079
Population	154,457	156,204	157,622	N/A	90,103
Full value per capita (\$)	\$69,564	\$81,753	\$82,866	N/A	\$96,018
Annual Growth in Real GDP	3.1%	-1.4%	7.7%	N/A	N/A
Financial Performance					
Revenue (\$000)	\$144,125	\$165,343	\$170,900	\$168,823	\$92,906
Available fund balance (\$000)	\$44,030	\$61,600	\$81,261	\$85,306	\$38,190
Net unrestricted cash (\$000)	\$101,776	\$129,448	\$184,446	\$201,875	\$53,439
Available fund balance ratio (%)	30.6%	37.3%	47.5%	50.5%	39.4%
Liquidity ratio (%)	70.6%	78.3%	107.9%	119.6%	62.6%
Leverage					
Debt (\$000)	\$51,162	\$48,047	\$49,615	\$45,692	\$46,481
Adjusted net pension liabilities (\$000)	\$202,830	\$227,304	\$276,003	\$247,677	\$93,617
Adjusted net OPEB liabilities (\$000)	\$33,027	\$0	\$10,398	\$4,649	\$8,526
Other long-term liabilities (\$000)	\$5,346	\$6,472	\$7,309	\$10,281	\$4,025
Long-term liabilities ratio (%)	202.9%	170.4%	200.9%	182.6%	186.7%
Fixed costs					
Implied debt service (\$000)	\$4,102	\$3,730	\$3,441	\$3,480	\$3,326
Pension tread water contribution (\$000)	\$7,091	\$5,636	\$4,662	\$3,367	\$2,307
OPEB contributions (\$000)	\$46	\$0	\$55	\$70	\$186
Implied cost of other long-term liabilities (\$000)	\$352	\$390	\$463	\$513	\$264
Fixed-costs ratio (%)	8.0%	5.9%	5.0%	4.4%	7.2%

For definitions of the metrics in the table above please refer to the [US Cities and Counties Methodology](#) or see the Glossary in the Appendix below. Metrics represented as N/A indicate the data were not available at the time of publication. The medians come from our most recently published [US Cities and Counties Median Report](#).

The real GDP annual growth metric cited above is for the Columbus, OH Metropolitan Statistical Area [issuer specific] Metropolitan Statistical Area.

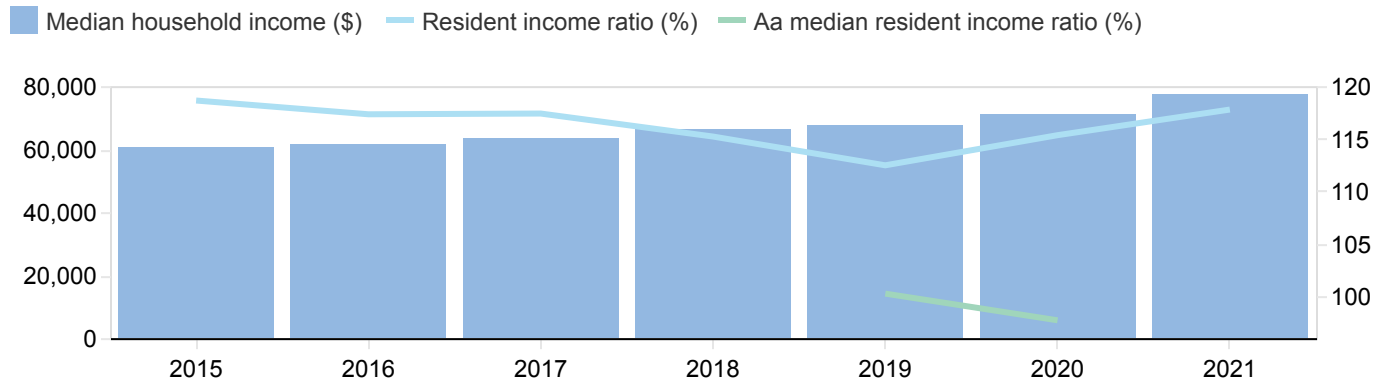
Sources: US Census Bureau, Fairfield (County of) OH's financial statements and Moody's Investors Service, US Bureau of Economic Analysis

Credit overview

Economy

Exhibit 2

Resident Income

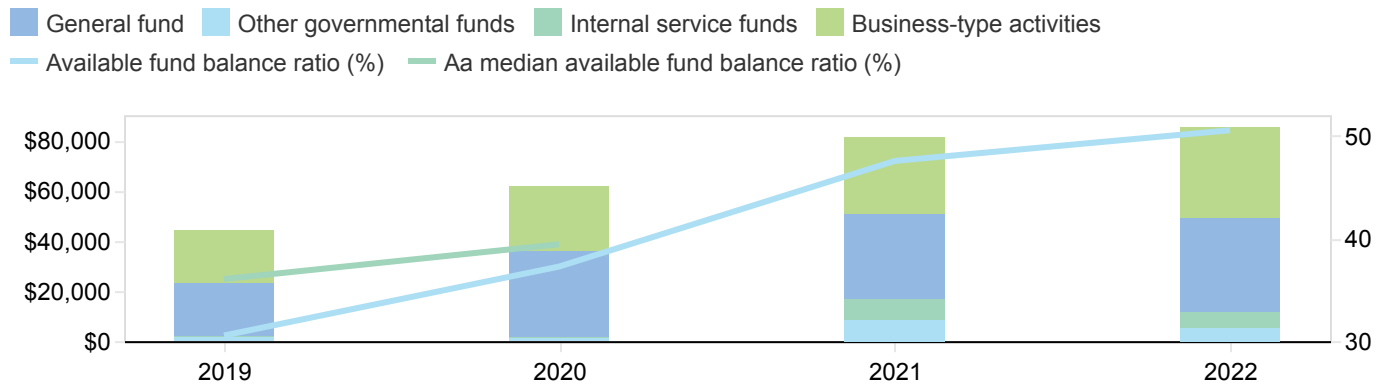


Source: Moody's Investors Service

Financial performance

Exhibit 3

Fund Balance



Source: Moody's Investors Service

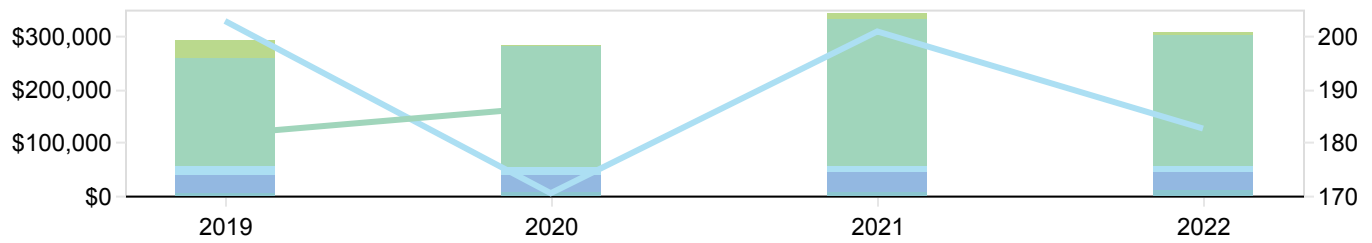
This publication does not announce a credit rating action. For any credit ratings referenced in this publication, please see the issuer/deal page on <https://ratings.moody.com> for the most updated credit rating action information and rating history.

Leverage

Exhibit 4

Total Primary Government - Long Term Liabilities

Governmental Debt Business-Type Activity Debt Adjusted net pension liabilities
 Adjusted net other post-employment liabilities Other long-term liabilities Long-term liabilities ratio (%)
 Aa median long-term liabilities ratio (%)



Source: Moody's Investors Service

Appendix

Exhibit 5

Key Indicators Glossary

	Definition	Typical Source*
Economy		
Resident income ratio	Median Household Income (MHI) for the city or county, adjusted for Regional Price Parity (RPP), as a % of the US MHI	MHI: US Census Bureau - American Community Survey 5-Year Estimates RPP: US Bureau of Economic Analysis
Full value	Estimated market value of taxable property in the city or county	State repositories; audited financial statements; continuing disclosures
Population	Population of the city or county	US Census Bureau - American Community Survey 5-Year Estimates
Full value per capita	Full value / population	
Economic growth metric	Five year CAGR of real GDP for Metropolitan Statistical Area or county minus the five-year CAGR of real GDP for the US	Real GDP: US Bureau of Economic Analysis
Financial performance		
Revenue	Sum of revenue from total governmental funds, operating and non-operating revenue from total business-type activities, and non-operating revenue from internal services funds, excluding transfers and one-time revenue, e.g., bond proceeds or capital contributions	Audited financial statements
Available fund balance	Sum of all fund balances that are classified as unassigned, assigned or committed in the total governmental funds, plus unrestricted current assets minus current liabilities from the city's or county's business-type activities and internal services funds	Audited financial statements
Net unrestricted cash	Sum of unrestricted cash in governmental activities, business type activities and internal services fund, net of short-term debt	Audited financial statements
Available fund balance ratio	Available fund balance (including net current assets from business-type activities and internal services funds) / Revenue	
Liquidity ratio	Net unrestricted cash / Revenue	
Leverage		
Debt	Outstanding long-term bonds and all other forms of long-term debt across the governmental and business-type activities, including debt of another entity for which it has provided a guarantee disclosed in its financial statements	Audited financial statements; official statements
Adjusted net pension liabilities (ANPL)	Total primary government's pension liabilities adjusted by Moody's to standardize the discount rate used to compute the present value of accrued benefits	Audited financial statements; Moody's Investors Service
Adjusted net OPEB liabilities (ANOL)	Total primary government's net other post-employment benefit (OPEB) liabilities adjusted by Moody's to standardize the discount rate used to compute the present value of accrued benefits	Audited financial statements; Moody's Investors Service
Other long-term liabilities (OLTL)	Miscellaneous long-term liabilities reported under the governmental and business-type activities entries	Audited financial statements
Long-term liabilities ratio	Debt + ANPL + ANOL + OLTL / Revenue	
Fixed costs		
Implied debt service	Annual cost to amortize city or county's long-term debt over 20 years with level payments	Audited financial statements; official statements; Moody's Investors Service
Pension tread water contribution	Pension contribution necessary to prevent reported unfunded pension liabilities from growing, year over year, in nominal dollars, if all actuarial assumptions are met	Audited financial statements; Moody's Investors Service
OPEB contribution	City or county's actual contribution in a given period	Audited financial statements
Implied cost of OLTL	Annual cost to amortize city or county's other long-term liabilities over 20 years with level payments	Audited financial statements; Moody's Investors Service
Fixed-costs ratio	Implied debt service + Pension tread water + OPEB contributions + Implied cost of OLTL / Revenue	

*Note: If typical data source is not available then alternative sources or proxy data may be considered. For more detailed definitions of the metrics listed above please refer to the [US City and Counties Methodology](#).

Source: Moody's Investors Service

Endnotes

- ¹ Issuer Rating reflects the government's ability to repay debt and debt-like obligations without consideration of any pledge, security or structural features. In some circumstances, credit characteristics are sufficient to result in a GO bond rating that is higher than the Issuer Rating. Local governments with Moody's rated debt outstanding will have separate ratings detailed by security pledge on their Moody's.com issuer page and credit opinions explaining our credit view for each rating.

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CLIENT SERVICES

Americas	1-212-553-1653
Asia Pacific	852-3551-3077
Japan	81-3-5408-4100
EMEA	44-20-7772-5454

January 26, 2024

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

Re: Letter of Resignation

Dear Commissioners,

Please accept this letter as my resignation as a member of the Fairfield County Law Library Resources Board. I have been recently selected by Judge Berens to serve as a Commissioner on the Fairfield County Veterans Commission and look forward to serving Fairfield County in that role.

Sincerely,

A handwritten signature in dark ink, appearing to read "D. Michael Crites". The signature is fluid and cursive, with the first name "D." and last name "Crites" clearly distinguishable.

D. Michael Crites

cc: Jeffrey Porter

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

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

Dear Commissioners and Walnut Township Trustees,

I am writing to say I am in support of the Eastern Cottontail Solar project in Fairfield County for many reasons, one being the positive benefits this project would have on our local and statewide environment.

We must bring clean, non-polluting development into our communities and state, especially those that can help us meet a growing energy demand.

Not only would the development of Eastern Cottontail ensure that Fairfield preserves farmland for future generations, it would also maintain the robust wildlife habitat better than a housing development or other infrastructure that may be placed on the land.

Renewable energy projects like Eastern Cottontail Solar are an important part of the future of Ohio's economy and environment. The economic, community, infrastructure, and health benefits this project will bring our state are significant.

I urge your support of the Eastern Cottontail Solar Project.

Name:


Jeannette Schmelzer

Address:

10560 W Versailles Road
Covington, OH 45318

I lived in Walnut Twp for almost 20 years. Moved away for a job opportunity.

cc: Ohio Power Siting Board

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

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

Dear Commissioners and Walnut Township Trustees,

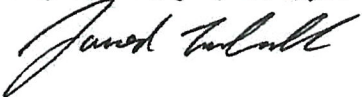
I want to urge you to approve the permit application for the Eastern Cottontail Solar project being developed in Fairfield County.

The Eastern Cottontail Solar project represents tangible growth and development for Fairfield County. It generates sustaining annual revenues and construction jobs. As a resident of Fairfield, I am always in favor of supporting development within our community.

Eastern Cottontail Solar also brings benefits to critical municipal services, including schools and fire departments. These community benefits create opportunities for new businesses and more development in Fairfield County that positively impact our way of life.

In addition to the wonderful benefits our community would receive, Eastern Cottontail would ensure Ohio remains at the forefront of innovation. To maintain our reputation, we must continue to encourage development of all kinds, including diverse energy development such as solar, within our state.

Thank you.

Name: Jarrod Turnbull


Address: 420 N Broad St
Lancaster OH 43130

cc: Ohio Power Siting Board

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

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

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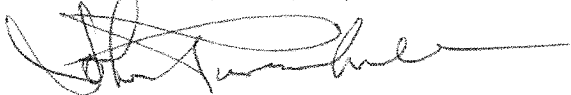
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In addition to the wonderful benefits our community would receive, Eastern Cottontail would ensure Ohio remains at the forefront of innovation. To maintain our reputation, we must continue to encourage development of all kinds, including diverse energy development such as solar, within our state.

Thank you.

Name: John Turnbull



Address:

415 Madison Ave.
Lancaster, OH 43130

cc: Ohio Power Siting Board

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

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

Dear Commissioners and Walnut Township Trustees,

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We must bring clean, non-polluting development into our communities and state, especially those that can help us meet a growing energy demand.

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Renewable energy projects like Eastern Cottontail Solar are an important part of the future of Ohio's economy and environment. The economic, community, infrastructure, and health benefits this project will bring our state are significant.

I urge your support of the Eastern Cottontail Solar Project.

Name: 

Address: 915 Rutter Ave
Lancaster, Ohio 43130

cc: Ohio Power Siting Board

From: Cordle, Aundrea N
Sent: Friday, February 9, 2024 4:09 PM
To: Davis, Steven A <steven.davis@fairfieldcountyohio.gov>
Subject: Commissioners Davis, Noonan provide CCAO testimony to Indigent Defense Task Force

From the CCAO newsletter:

On Thursday, the Indigent Defense Task Force heard testimony from Allen County Commissioner Cory Noonan and Fairfield County Commissioner Steven Davis. Both commissioners provided the committee with an overview of how they currently deliver indigent defense services to their citizens, using different models.

Commissioner Noonan stated that Allen County went to a county public defender model after previously utilizing only appointed counsel, due to a lack of attorneys in the area. While the county is satisfied with the work of their county public defender employees, the transition has resulted in an increase in cost to operate the program locally from \$760,000 in 2013 to \$1.7 million dollars in 2023, which has put a strain on the county's operating budget.

Commissioner Davis from Fairfield County spoke about how their county utilizes an appointed counsel system as the main source of indigent representation. Commissioner Davis spoke about how their system functions effectively and efficiently with their current pool of appointed counsel. He spoke about how the county has been able to deliver high quality legal representation without an increase in costs to deliver the service, even after the hourly rate for attorneys was increased. Fairfield County controlled program costs through a variety of strategies, including video arraignment and oversight of attorney billing in consultation with the county judges.

The different delivery models were largely driven by the lack or abundance of attorneys in their county and their combined testimony gave the committee an insight into the complexity of the indigent defense issue from a county perspective. After providing the Task Force with information on their local systems, both commissioners conveyed CCAO's overall recommendation on indigent defense to the Task Force: that the system should be fully funded, either by statutory requirement, or by fiscal appropriation, and that counties should be able to choose to keep their current system or contract with the state public defender for services. A lengthy question and answer period followed each testimony.

We would like to thank Commissioner Noonan and Commissioner Davis for their testimony and leadership on indigent defense.

The Task Force will hold its next meeting on February 29, where they will hear testimony from the Sixth Amendment Center and discuss costs associated with the indigent defense system in Ohio.

Aundrea N. Cordle, MBA, SPHR, SHRM-SCP
County Administrator

210 E. Main St. • Lancaster, OH 43130

740-652-7890 (t) • 740-687-6048 (f)

www.co.fairfield.oh.us





FOR IMMEDIATE RELEASE

LANCASTER FESTIVAL DRIVES \$12.5 MILLION IMPACT FOR STATE; \$9.9 FOR FAIRFIELD COUNTY

Celebration of music, arts and community a “mighty visitor attraction engine”

LANCASTER, Ohio (February 9, 2024) – The Lancaster Festival recently announced the results of its 2023 Economic Impact Analysis, underscoring the depth and breadth of the festival’s significant contribution to the economy and quality of life in Fairfield County and the State of Ohio.

Bringing 50,000 visitors to Fairfield County each summer, the 2023 Lancaster Festival generated \$12.5 million of economic impact in the State of Ohio and \$9.9 million in Fairfield County, according to the independent analysis firm, Silverlode Consulting. With visitors from 67 of Ohio’s 88 counties and 32 different states, the analysis concluded that “The Lancaster Festival is a mighty visitor attraction engine.”

Other significant findings include:

- The festival generated \$5.2 million in visitor spending, including lodging, food and retail.
- Volunteers donated \$408,000 in labor value to the 2023 festival.
- Each dollar of Grant or Donation produces \$13.67 in economic impact locally and an additional \$3.58 for the State.
- The festival generates 99 jobs in Fairfield County and supports 67 households, while generating 111 jobs and supporting 75 households statewide.
- Downtown Lancaster businesses identify a 50 percent increase in revenue during the festival, and lodging in the area is nearly all booked to 100% occupancy during the duration of the festival.

“I’m particularly proud of the fact that over the last five years, we have seen a 40 percent increase in economic growth and a 10 percent growth in jobs generated by the festival,” said Deb Connell, Executive Director, Lancaster Festival. “It’s also important to note the significant contribution our volunteers make in donated labor and services. Without these generous and supportive people and their incredible dedication, there would be no Lancaster Festival.”

The Lancaster Festival holds more than 50 events at 20 locations throughout the county during the last two weeks of July. This year will mark the 40th anniversary of the Lancaster Festival, which will run July 18-27, 2024. The full entertainment and event schedule will be announced later this spring.

The full [Economic Impact Analysis](#) can be found on the festival website at lancasterfestival.org.

###

MEDIA CONTACT: Angela Krile, 740-974-3948, angela@krilecommunications.com

www.lancasterfestival.org • 117 W Wheeling St • Lancaster, Ohio • (740) 687-4808



By The Numbers

2023 Community Impact Study

Economic Impact



Each grant/donation dollar =

\$17.25 impact

(\$13.67 local + \$3.58 statewide)



STATE OF OHIO

\$12.5 million
total impact

111 jobs

75 households
supported



FAIRFIELD COUNTY

\$9.9 million
total impact
\$5.2 million in visitor spending

99 jobs

67 households
supported



2018-2023

Growth

40%

**ECONOMIC
ACTIVITY**

11%

JOBS

16%

**STATE &
LOCAL
TAXES**

2/13/24

Nearly 40 Years of the Lancaster Festival

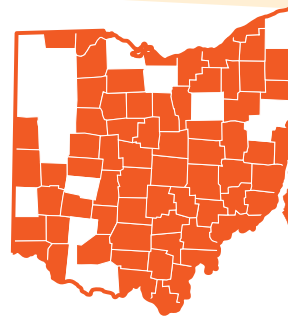
"The Lancaster Festival is a mighty visitor attraction engine."

– Silverlode Consulting

Attendees:

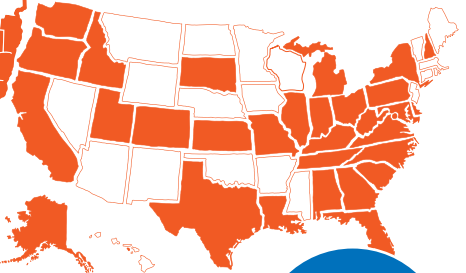
50,000

Enough to fill Huntington park 5 times



32 states

67 Ohio counties



Volunteers:



475
people



14,000
hours



\$408,000
value



Events:



10 days

51 total events

37 free events

20 different sites

**63 musicians from
52 orchestras**
across the country

040



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

February 8, 2024

- On Saturday, February 3, **Dr. Brown participated in a special event at Wagnall's Memorial Library.** She was a guest speaker for Take Your Child to the Library Day, and she participated in three story time sessions. What a great event to celebrate the importance of reading to children and to appreciate the beauty of the Wagnall's Memorial Library. **Angel Horn followed up the Library later in the week and gave them some posters. Thank you!**
 - During the all-team meeting on Monday, February 5, we discussed **several upcoming trainings**, including training offered by the Lancaster-Fairfield Chamber of Commerce and Ohio University. Several team members have signed up for leadership trainings. **Thanks to Crystal Walker for sharing information about an online training about organizational skills. (Crystal is one of the most organized people around, so if she likes this training, it is one to watch!)**
 - **The first Budget Commission meeting was held on February 5.** The meeting was efficient, and the format continues to be well received. Electronic signatures are used, and there are significant savings achieved with the process. Thanks to Amanda Rollins for her preparation of the Budget Commission packets. Thanks to Rachel Elsea for her help with postings and electronic signatures. **The draft minutes and certificates were posted online on the same day as the meeting.**
 - Dave Burgei and Bev Hoskinson began **monthly budget reviews** with Dr. Brown this week. This process is designed to share information and improve internal monitoring.
 - **Dr. Brown prepared a summary for the Multi-County Juvenile Detention Center for February 9. Bev Hoskinson and JoJo Harmon will be attending the MCJDC meetings in February. Thanks for sharing good information.**
- ★ **Fairfield County hosted a statewide leadership conference for the County Auditors' Association of Ohio in Pickerington on February 7.** County Auditors and their staff participated in seminars about positive communication, leadership principles, advocacy, and strategic planning. There are follow-up activities planned to continue the leadership discussions and to develop networks of support. Nearly 100% of the attendees (which was limited to 100 based on the personal follow-up activities and mentorship) indicated in a survey they found the concepts useful, learned something new, and wanted to have additional conferences. Some surveys might come in a little later in time. **Thanks to Rachel Elsea, Bev Hoskinson, Dave Burgei, Josh Harper, Noel Soddors, Jennifer Dickerson, Makala Finley, Jennifer Harmon, and Michelle Wright for their planning and participation. Special Thanks to Rachel Elsea for her work in setting up for the conference. Thanks to Violet Township, especially Barbie Weidner, for their partnership with the use of the WlgWam.**
- During the CAAO conference, we learned how adjustments to second-half tax bills, even adjustments as we are experiencing this time, are not uncommon. We learned a lot about what others have done to communicate about such adjustments – and we learned about processes and obtained some contacts with people who use our same automated system. Everyone liked the idea of giving extra effort to those who have paid in full at the first half. **We have already begun to extract data to help with additional communications. A news release will be issued, and then we will follow-up with specific information with property owners individually.**

CONTACT US!

Settlements/Admin – (740) 652-7020 • Real Estate - (740) 652-7030

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2/13/24

041



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

February 8, 2024

- This week, we planned some additional activities to meet **all-accessibility goals**. (We replaced the headphones that were inadvertently taken home by a customer.)
- On February 9th, Dr. Brown will lead a Celebrate Women Summit conference at Ohio University. **Michelle Wright, Crystal Walker, and Jennifer Dickerson will attend the conference along with 48 other women from Fairfield County and surrounding areas.**
- **Thanks to Amanda Rollins and Rachel Elsea for their work on fact sheets.**
- ★ **Thanks to Dave Burgei and team for updating the COOP plan. Thanks to Bev Hoskinson and her team for the updated plans for disaster recovery. The testing and additional narratives have been helpful for planning. We continue to test printing. Thanks to EMA for the reverse 911 option.**
- **Thanks to Noel Soddors and Robin Balthaser for sharing their appraisal knowledge with multiple team members.**
- **Thanks to the conveyance desk staff for their terrific customer service.** There were several examples witnesses this week where they were patient and helpful with questions that were for other departments.
- We received a nice **note of thanks from DD – and several nice notes from CAAO members.** We also received **notes of thanks about improvements to the website.** Those were shared with all staff.
- ★ **Thanks to group working on the improvements for the lot split process. This is an exciting journey.**
- **Thanks to Bev Hoskinson** for researching AOS bulletins and for attending a meeting with Commissioners' staff about the transit program transition that is anticipated.
- We submitted the last of our approved **Tech Cred reimbursements** this week. We await news on our next application.
- Thanks for the camaraderie of the team. **We are a work family, and this week, the support has been especially critical for one another.** Thanks for lifting up friends and family in thoughts and prayer.

CONTACT US!

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2/13/24

042

To: Fairfield County Commissioners & Staff
From: Dr. Carri Brown, County Auditor
Date: February 9, 2024
Subjects: Communication about Adjustments; CAAO Conference Hosted in Fairfield County; Current Agricultural Use Valuation Program Deadline; and the IRS W-4 Form



Communication about Adjustments for the City of Lancaster

We have issued a news release about adjustments for the mailing of second-half property tax bills in June. We will identify the subset of those who paid the full year in February and tailor communication for them. We will continue communicating. We are also planning a call center for June of 2024 at the time the tax bills are mailed just in case there is a need for more individualized service. There will be an insert in the June bills. The annual adjustment is about \$37 for a property with an appraised value of \$100,000.

CAAO Conference Hosted in Fairfield County

Fairfield County hosted a statewide leadership conference for the County Auditors' Association of Ohio in Pickerington at the WigWam on February 7. County Auditors and their staff participated in seminars about positive communication, leadership principles, advocacy, and strategic planning. There are follow-up activities planned to continue the leadership discussions and to develop networks of support. The attendees (which were limited to 100 based on the personal follow-up activities and mentorship) indicated they found the concepts useful, learned something new, and wanted to have additional conferences. They commented on the beauty of Fairfield County and the WigWam, as well. **Thanks to Rachel Elsea, Bev Hoskinson, Dave Burgei, Josh Harper, Noel Soddors, and Michelle Wright for their planning and participation.**

Current Agricultural Use Valuation Program Deadline

The deadline to file an initial or renewal application is Monday, March 4th. **CAUV forms can be found here:** <https://co.fairfield.oh.us/auditor/fc-cauv.html>. Property owners on a timber plan, or who have land under contract for conservation, are encouraged to review those plans or contracts to make sure they have not expired. Those who have not filed their initial or renewal applications will be sent a reminder.

The IRS W-4 Form

As people are filing their income tax returns, sometimes questions about the W-4 arise. The form is a document employees must complete so that an employer can withhold money from wages for the purposes of sending income taxes to the IRS in a pay-as-you-earn way. **Withholdings are based on reported status and any other adjustments employees decide to include on the form.**

When completing the W-4, employees need to consider a variety of things based on their number of dependents, tax credits, filing status, changes in income, other sources of income, and other factors. Payroll officers can help employees by explaining the W-4 form and providing information, but they are not allowed to influence employees' responses or to complete the forms for others. **Employees can change the W-4 as often as they would like** and can use a tax deduction simulator within the employee self-service module.



FOR IMMEDIATE RELEASE

Friday, February 9, 2024

Homestead Program Participants Will Be Receiving a Letter; A Response is Needed ONLY if There Are Changes

LANCASTER, Ohio -- Fairfield County residents who participate in the Homestead program for property tax reductions in the state of Ohio will be receiving a letter in the mail from Dr. Carri L. Brown, County Auditor.

The letter will include a continuing application for Homestead exemption. Residents need to complete the application **ONLY** if they have any changes to report that affect their homestead exemption. If no changes have occurred, there is no need to return this form.

These letters have been mailed, and there is sometimes confusion about the action to take. No action is needed if the resident has not experienced any changes relating to their eligibility for the program. We are highlighting this mailing because of the relatively large number of residents who will receive the letter, and we want people to know they can call the office if they have any questions.

Ohio's Homestead Exemption program allows senior citizens and permanently and totally disabled Ohioans that meet annual state set income requirements to reduce their property tax burden by shielding some of the market value of their home from taxation.

The income requirements in Ohio are that the total household income is less than \$36,100 per year if applying in 2023, or \$38,600 per year if applying in 2024, which includes the Ohio adjusted gross income of the owner and the owner's spouse.

Anytime, specific questions about the Homestead program can be addressed by calling the Auditor's Office at (740) 652-7020.

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FOR IMMEDIATE RELEASE

Friday, February 9, 2024

Fairfield County Auditor Highlights Tax Adjustments to be Reflected in June 2024 Mailing

LANCASTER, Ohio --Today, Dr. Carri Brown, Fairfield County Auditor, announced information about property tax adjustments for bills that will be mailed in June of 2024 for residents in the city of Lancaster.

Lancaster voters approved a 3.0 mill replacement levy for road improvements on May 2, 2023. Collections for this replacement levy were to begin in 2024. With the first-half bills in 2024, which are due February 15, 2024, the new rate for the replacement levy was not used in the Auditor's Office calculation of taxes due, and the old effective rate for the former levy was inadvertently used. The updated rate for this levy will be included in the second-half tax bills (due July 18, 2024).

In other words, the calculation of the second-half tax bill will use the new rate of the replacement levy. The amount of the correction will be reflected as an adjustment. For a residential property with an appraised value of \$100,000, this is a total of about \$37, which represents the change for both the first and second half.

Brown stated, "We apologize for any inconvenience this may cause. We will be communicating about this adjustment, and notices will be placed within the June bills. We will also ensure additional communication for those who pay their property tax bills in full in February."

Anytime, specific questions about property tax bills can be addressed by calling the Auditor's office at (740) 652-7020 or (740) 652-7030.

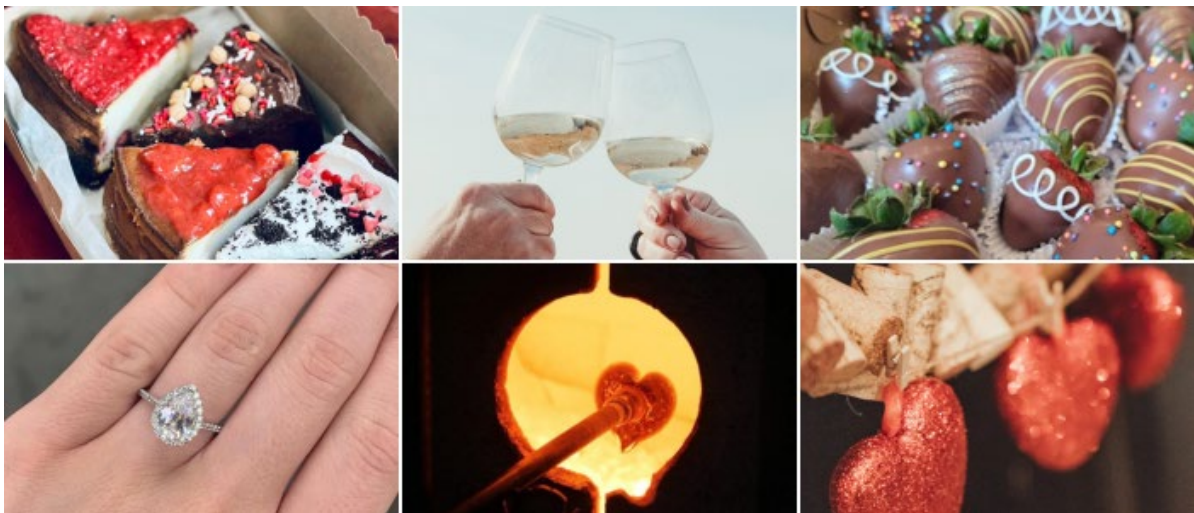
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[View as Webpage](#)

Learn more at [VisitFairfieldCounty.org](https://www.VisitFairfieldCounty.org)



The most romantic day of the year is right around the corner, and we are giving you *all* the tips and tricks to plan the best Valentine's Day date night (or weekend) in Fairfield County! [Discover the best places to eat, shop, stay, and more.](#)



[View the V-Day Guide](#)

[Find V-Day Events](#)



Fun Winter Things to Do in Central Ohio

Although it may still be chilly, there are still tons of exciting events happening and places to discover in Fairfield County. We've gathered a few ways to help you find [fun winter things to do right here in central Ohio!](#)

Find Fun Winter ❄️ Things To Do



New this year, [Lancaster BrewFest](#) is adding a winter date! Bundle up and celebrate the return of the BrewFest with over 20 Ohio craft breweries, ciders, and distilleries on Saturday, February 24 with live music and food truck vendors.

Explore the Winter BrewFest



"A rich history, downtown revival, and location with easy access to both Columbus and the Hocking Hills make this Fairfield County community a great place to live and visit."

- OHIO MAGAZINE

Learn About Ohio's Best Hometown



Fairfield County Visitors & Convention Bureau | 128 N. Broad Street, Lancaster, OH 43130

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

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

Sent by director@visitfairfieldcounty.org powered by

THINGS TO CONSIDER BEFORE SELLING TIMBER

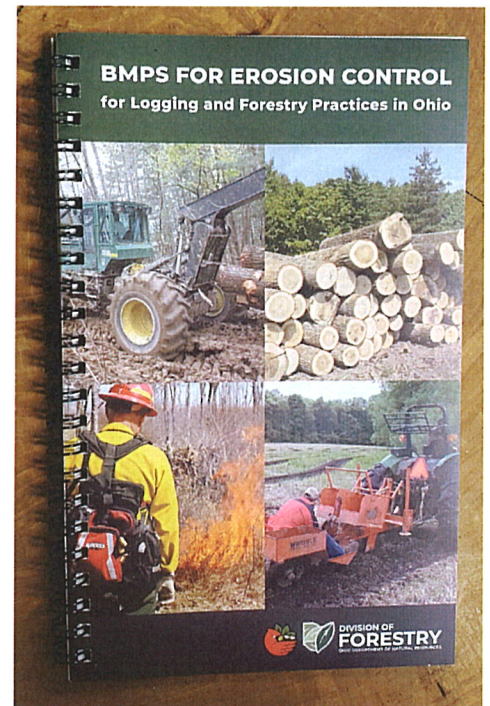
In-Person Date: Wednesday, February 7, 2024

COST: FREE

RECORDED!

watch at

www.fairfieldswcd.org



PRESENTERS:



**DIVISION OF
FORESTRY**
OHIO DEPARTMENT OF NATURAL RESOURCES



Forest Hydrology Mgr. Bob Mulligan

- ♦ Timber marketing
- ♦ Planning logging jobs
- ♦ Using master loggers
- ♦ New BMPs for Erosion Control booklet

Cooperative Forest Mgmt Admin. Stephanie Downs

- ♦ Role of ODNR Service Foresters

Sr. Resource Specialist Jonathan Ferbrache

- ♦ Timber harvest plan process

Displays with:



THE OHIO STATE UNIVERSITY

Extension Educator, Ag &

Natural Resources

Carrie Brown



Spotted Lanternfly



Master Logger Program Mgr. William Ray

DRUG COLLECTION & ELECTRONICS RECYCLING DAY

SATURDAY, APRIL 27, 2024 | 10AM-2PM

Walnut Township Fire Department
2435 Blacklick-Eastern Road, Millersport, OH
Please enter through Broad Street entrance

➤ Prescription pills and capsules will be collected

*No aerosols, inhalers, creams, gels, ointments, powders, patches, suppositories,
syringes or IVs will be accepted*

Please black out all personal information in advance

➤ Electronic items collected include but not limited to computers, laptops, printers, cables, mice, keyboards, discs, electronic clocks, VHS/DVD players, radios, cell phones

TVs - \$1 per diagonal inch

Computer monitors - \$5 each

Only cash and checks will be accepted as payment for disposal fees.

Drug collection questions? Fairfield County Sheriff's office at (740) 652-7900

Electronic recycling questions? Contact Fairfield SWCD at (740) 653-8154



2/13/24



050



Annual Report 2023

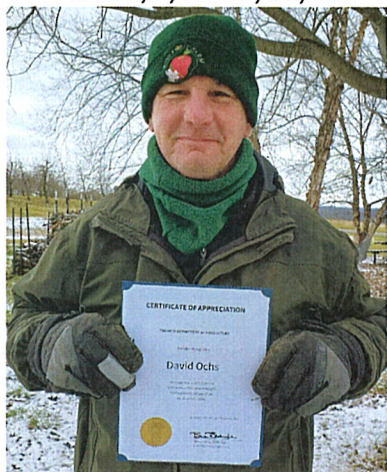
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7



David Ochs

Term 1/1/21-12/31/23



Thank You!

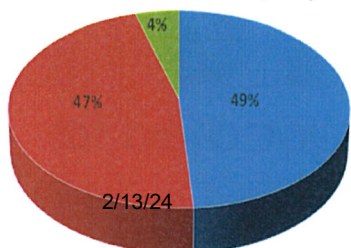


Budget

Commissioner Funds = \$306,800

State Funds = \$293,545

Other Local Funds = \$29,000

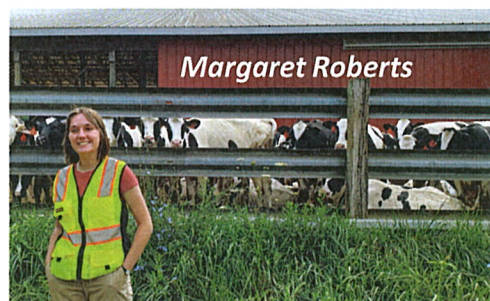


Board of Supervisors

Gregg Pontius - Chair
Doug Tenney - Vice-Chair
Amber Hoisington - Secretary
David Ochs - Treasurer
Linda Claypool - Member

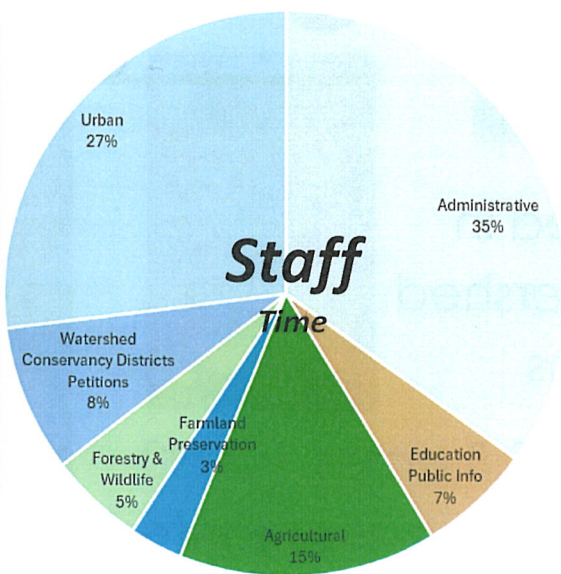
Staff

Nikki Drake - District Manager/
 Engineering Technician
Jonathan Ferbrache - Sr. Resource Specialist
Molly Gilleland - Urban/Resource Technician
Christina Holt - Fiscal Coordinator
Chad Lucht - Urban Manager
Tommy Springer/Lauren Vires -
 Wildlife/Education Specialist
Josh Troyer - Engineering Technician



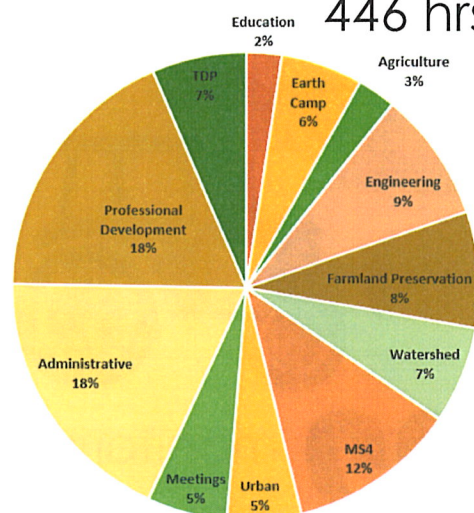
Summer Intern provided by ODA

446 hrs



Our mission:

to be progressive natural
 resource advocates
 by assisting the public with
 conservation choices



\$ Into Fairfield County Economy Through Programs (does not go to FSWCD)

Conservation Reserve Program	\$591,859
Environmental Quality Incentives Program	\$266,770
Conservation Security Program	\$1,058,710
Farmland Preservation Program	\$309,578
Total	\$2,226,917

www.fairfieldswcd.org

AGRICULTURE



30 OACI surveys completed

petition ditches **2** inspected w/ Co. Engineer



164 drainage calls/visits

2 grazing plans written



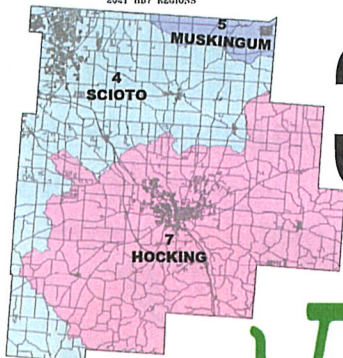
30 drone flights



668 record # acres of tile installed

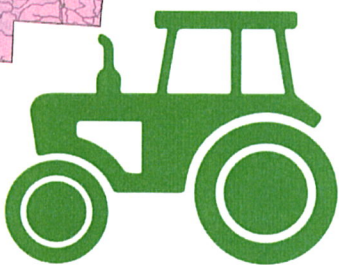


ODA WATERSHED PROGRAM
2021 HUD REGIONS



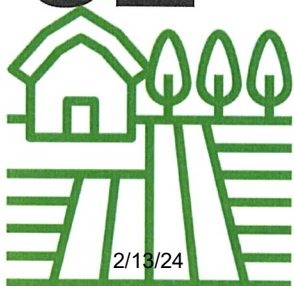
3 aided in watershed plans

202.5 acres + 2000 grapevines planted w/ drills & tree planter



32 monitoring inspections

71 logjam, well & spring records digitized from 1999-2000



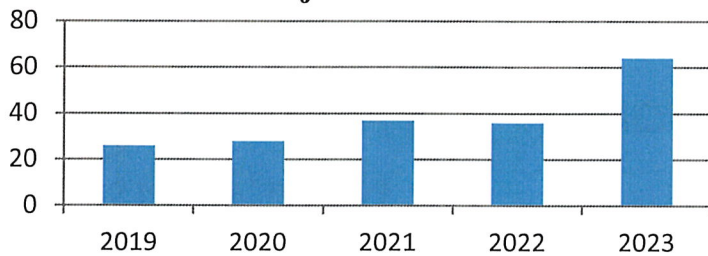
2 farmland preservation applications

\$ 309,578

Clean Ohio funds allocated for easement purchases

2023 Engineering Review

Projects Built



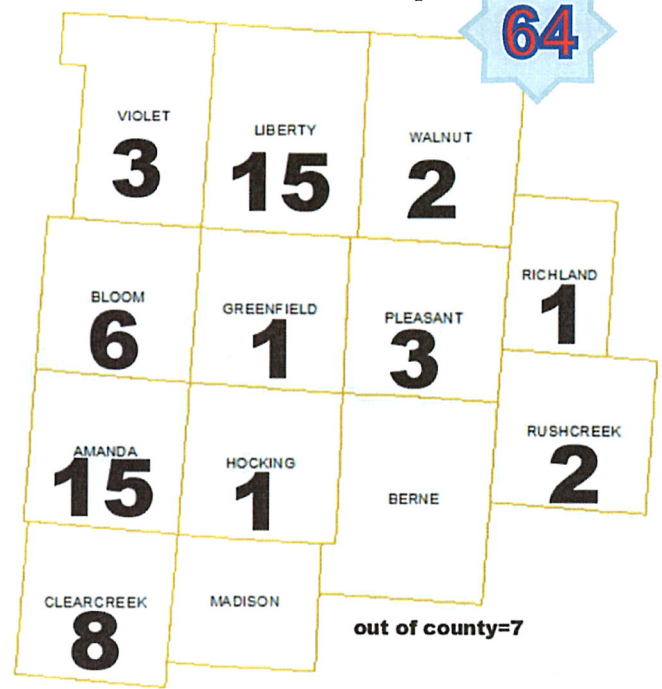
Above: Graph shows 5 years of construction trends. CRP waterway cost-share from 50% to 100% in 2021, staff changes (Carrie 3/2019-7/2021, Josh started 9/2021), and lack of EQIP Farm Bill funding have affected numbers. Design requests remain strong, although cost of materials still may pose an issue.

Projects constructed = 64

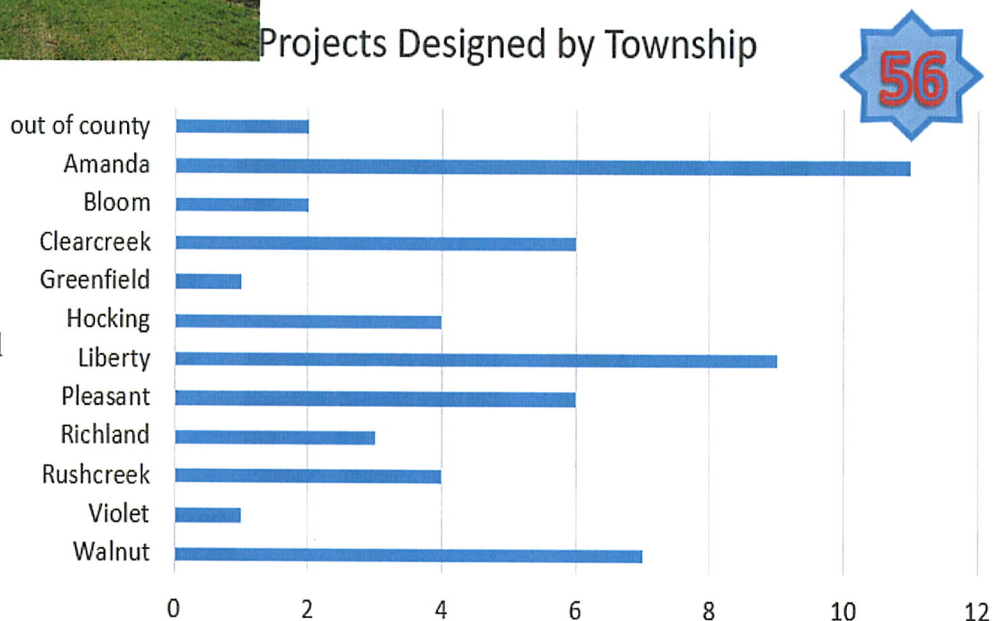
- 25 waterways
- 22 tile systems
- 5 grade stabilizations
- 4 heavy use pads
- 4 watering facilities
- 2 access roads
- 1 hoop roof runoff
- 1 ditch



Projects Constructed by Township



Projects Designed by Township



Projects designed = 56

- 37 waterways
- 11 tile systems
- 2 access roads
- 2 heavy use pads
- 2 site grading
- 1 chemical containment eval
- 1 ditch eval

Projects surveyed = 50

- 29 waterways
- 12 tile systems
- 2 heavy use pads
- 2 site grading
- 1 watering facility
- 1 access road
- 1 roof runoff
- 1 ditch
- 1 sediment study

NRCS Contribution agreement funding received for engineering projects completed:

\$10,021.50 CRP

\$7,311.00 EQIP

CRP waterway renewal inspections = 17
(every 1-4 years for re-enrollment)

Ag. pollution complaints – 3 investigated (all non-violations)
1 from 2022 resolved

2



drug
collection
events

189 cars
6.2 tons electronics
105 lbs. drugs



OUTREACH

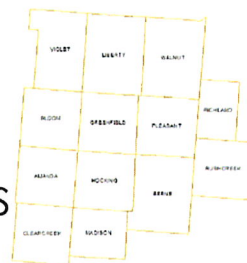
3

Fairfield
Features
Newsletters
sent to **4,845**



19

county
land use
meetings



7

sci fair
4-H
poster
judges



875

tree seedlings
donated to
5th graders at
8 schools



134

customers

8,089

sold

34

2,950 kids
events reached



2,516

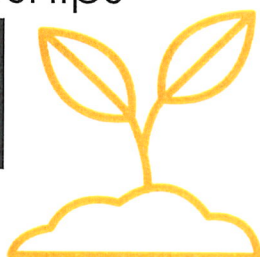
adults

3

college
scholarships

Camp
Canopy
sponsorship

1



40

Students at Earth Camp
at Smeck Park





URBAN

176

drainage
calls/visits across
10 townships



92

dry weather
inspections
across **4** MS4
communities



195

Construction Site
inspections across
16 sites



5

MS4
communities
assisted



60

Plans
reviewed

3,054

Residential lot inspections
and **140** new DESC
permits issued



WILDLIFE

4

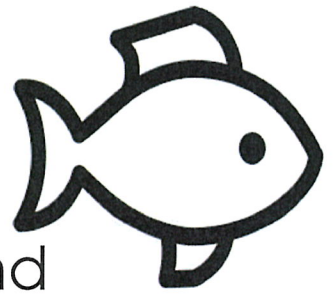
Radio
Interviews



since 2015

11

pond
visits/inquiries



20

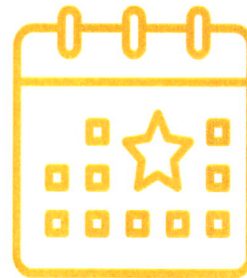
attended
pond clinic

5

Wildlife Related
Newspaper Articles
Published

17

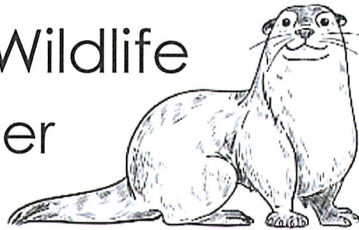
Wildlife
Related
Programs



SURVEYS
conducted w/
Division of Wildlife



-  River otter
-  Roadkill
-  Mid-Winter Waterfowl
-  Deer Aging Station
-  CWD Sampling Station



Thousands visited our
Fairfield County Fair display



15

Landowners with crop
damage provided
deer damage permits

Landowners provided
Habitat Assistance

5



2024 Seedling Tree Sale



Fairfield Soil & Water
Conservation District

831 College Ave., Suite B
Lancaster, OH 43130
(740) 653-8154
(740) 415-3927

www.fairfieldswcd.org

2024 SEEDLING TREE SALE ORDER FORM

Indicate quantity of saplings or packs in area provided for each variety.

Native Shrubs, Small and/or Fruit Tree Species	Sapling (2'-4')	Pack of 5 (12"-18")	Pack of 25 (12"-18")	Total # of Packets x price	
	\$12.00	\$15.00	\$45.00		
Allegheny Serviceberry					
Elderberry					
Persimmon					
Winterberry					
White Flowering Dogwood					
Buttonbush					
Heritage Red Raspberry		Root Cuttings 8-12"			
Duke Blueberry		Root Cuttings 10-16"			
Native Large Broadleaf Tree Species	Pack of 5 (12"-18")	Pack of 25 (6"-12")	Pack of 100 (6"-12")	Total # of Packets x price	
	\$15.00	\$40.00	\$110.00		
Shagbark Hickory			N/A		
River Birch					
Red Maple					
Butternut					
Bur Oak					
Red Oak					
Native Large Conifer Tree Species	Pack of 5 (12"-18")	Pack of 25 (6"-12")	Pack of 100 (6"-12")	Total # of Packets x price	
	\$15.00	\$35	\$80		
White Pine					
Tamarack					
Additional Items	Cost	Total # x price	Additional Items	Cost	Total # x price
Wildflower Seeds	\$5.00		Marking Flags	\$0.20	
Erosion Seed Mix	\$5.00		Dibble Bar	\$95.00	
Watering Rings	\$12.50		Geotextile	\$2.00/linear foot	
Marking Paint	\$9.00		Manage Pond Book	\$20.00	
Tree Tube/Stake	\$7.50				
**Starting in 2022 State Auditor requires Soil & Water to collect tax. Non-profits and farms must provide tax exempt form with order.			Subtotal:		
Order Deadline: Friday, March 15 Pick Up: Friday, April 19			Sales Tax** (6.75%)		
(Please print)			Complete Total:		

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Email: _____
 You will receive a reminder by email to pick up your order

FOR OFFICE USE ONLY

Date _____

Rec# _____

Ck# _____

Remit with payment to: **Fairfield SWCD, 831 College Ave., Suite B, Lancaster, OH 43130**
 Visit our partner online at **www.lickingswcd.com** for online ordering (online orders will be charged Licking County's tax rate of 7.25% regardless of which county you pick up in).

2/13/24 The online catalog does not allow the removal of tax, so if you are tax exempt, please use this printed order form and submit to Fairfield SWCD with tax exempt form. 057

PLEASE NOTE: Please order early as orders are processed on a first-come, first-served basis. All orders are subject to availability. Please visit www.lickingswcd.com to place your order online (select Fairfield as your pickup location). **Pick-up date is Friday, April 19, 2024.** The Fairfield SWCD will not be liable for any seedlings not picked up on the original pick-up date.

All trees and shrubs are state and federally inspected. We may need to make reasonable substitutions based on availability of certain species. **Orders must be received by Friday, March 15, 2024.**

2024 SEEDLING TREE SALE

NATIVE SHRUBS, SMALL TREES, FRUIT BEARING



Allegheny Serviceberry

Mature Height: 15'-35'
Mature Width: 15'-20'
Growth Rate: M
Light Required: S, P, SH
Soil Moisture: D, M
Soil pH: A

Comments/Uses: multi-trunk understory tree, showy white flowers that drop edible berries



Buttonbush

Mature Height: 5'-12'
Mature Width: 4'-15'
Growth Rate: M
Light Required: S
Soil Moisture: W
Soil pH: N

Comments/Uses: round shape, tolerates very wet soil, cluster white flowers that attract pollinators



Elderberry

Mature Height: 6'-13'
Mature Width: 5'-12'
Growth Rate: F
Light Required: S, P
Soil Moisture: W
Soil pH: A, N

Comments/Uses: dark edible berries, showy white flowers, attracts wildlife & birds



Heritage Red Raspberry

Mature Height: 4'-5'
Mature Width: 3'-4'
Growth Rate: F
Light Required: S
Soil Moisture: M
Soil pH: A, N

Comments/Uses: self-pollinating variety known to produce several crops, one in midsummer and a larger second in fall



Duke Blueberry

Mature Height: 3'-5'
Mature Width: 3'-4'
Growth Rate: F
Light Required: S
Soil Moisture: M
Soil pH: A

Comments/Uses: large, quarter-size berries that ripen in June, self-pollinating, recommended to plant two or more



Persimmons

Mature Height: 40'-50'
Mature Width: 25'-30'
Growth Rate: M-S
Light Required: S, P
Soil Moisture: M, W
Soil pH: N

Comments/Uses: edible fruit, fragrant white flowers, wildlife and pollinators



White Flowering Dogwood

Mature Height: 20'-30'
Mature Width: 20'-25'
Growth Rate: M-S
Light Required: S, P
Soil Moisture: M
Soil pH: A

Comments/Uses: beautiful white flowering tree, with scarlet red berries and leaves in fall



Winterberry

Mature Height: 3'-12'
Mature Width: 3'-12'
Growth Rate: S-M
Light Required: S, P, SH
Soil Moisture: M, W
Soil pH: A

Comments/Uses: round, male & female will produce showy red berries, not safe for human or pet consumption

NATIVE LARGE TREES



Burr Oak

Mature Height: 60'-90'
Mature Width: 40'-80'
Growth Rate: S
Light Required: S, P
Soil Moisture: D, M
Soil pH: A, N, B

Comments/Uses: syrup, timber, wildlife and pollinators



Butternut

Mature Height: 40'-60'
Mature Width: 30'-50'
Growth Rate: S
Light Required: S
Soil Moisture: M
Soil pH: N

Comments/Uses: wildlife habitat (bat roosting in flaking bark), and timber



Red Maple

Mature Height: 40'-70'
Mature Width: 30'-50'
Growth Rate: M
Light Required: S, P
Soil Moisture: W
Soil pH: A

Comments/Uses: lovely fall foliage, wildlife and timber



Red Oak

Mature Height: 50'-60'
Mature Width: 50'-60'
Growth Rate: F
Light Required: S
Soil Moisture: D, M
Soil pH: N

Comments/Uses: tolerates dry conditions, timber, and landscaping



River Birch

Mature Height: 40'-70'
Mature Width: 40'-60'
Growth Rate: F
Light Required: S, P
Soil Moisture: M, W
Soil pH: N

Comments/Uses: reputation as tough species, ornamental or street tree, thrives in moist soils, showy bark



Shagbark Hickory

Mature Height: 75'-100'
Mature Width: 40'-70'
Growth Rate: M-S
Light Required: S, P
Soil Moisture: M
Soil pH: A, N

Comments/Uses: wildlife, large tree at maturity, long-lived and offers deep shade

NATIVE LARGE CONIFER TREES



Tamarack

Mature Height: 40'-80'
Mature Width: 12'-20'
Growth Rate: F
Light Required: S, P
Soil Moisture: M, W
Soil pH: A

Comments/Uses: deciduous conifer with reddish spring cones, decay resistant, wildlife habitat



White Pine

Mature Height: 60'-80'
Mature Width: 20'-40'
Growth Rate: F
Light Required: S
Soil Moisture: M
Soil pH: A, N

Comments/Uses: timber, windbreak, wildlife

Growth Rate: F = fast, 12"+ per year, M = medium 6"-12" per year, S = slow 2"-6" per year
Light Required: S = sun, P = part sun/shade, SH = shade
Soil Moisture: D = dry, M = medium, W = wet
Soil pH: A = acidic (6.5 or less), N = normal pH range (6.5-7.5), B = basic/alkaline (7.5+)

Fairfield Features



December 2023

Volume 25 Issue 3

The Fairfield Features is published quarterly by the Fairfield Soil & Water Conservation District
831 College Avenue, Suite B, Lancaster, Ohio 43130 (740) 653-8154

80TH ANNUAL MEETING HIGHLIGHTS

This year marked the 80th anniversary of the Fairfield Soil and Water Conservation District. The annual meeting was held on September 7, 2023, at the Fairfield County Ag Center. The evening started off with a Board of Supervisors election. Gregg Pontius was re-elected and Cheyenne Erb was elected to serve three-year terms beginning January 1, 2024. Dr. Aaron Wilson, Ag Weather and Climate Field Specialist with OSU Extension, gave a presentation on the effects of climate change on Ohio weather.



John & Katrina Hutton
(Hutton Farms)



Lee Kohler
(Marodore Farm)

The 2022 Cooperator of the Year Awards were presented to Lee Kohler (Marodore Farm) and John Hutton (Hutton Farms). Cathy Jerbic was chosen to receive the 2022 Conservation Partner of the Year Award. The 2022 Conservation Educator of the Year Award was given to Adam Philpott & Adam Salbert (not in attendance) with Pickerington High School.



Congratulations to all of our award winners!

Cathy Jerbic



Adam Philpott

Happy Holidays!

THINGS TO CONSIDER BEFORE SELLING TIMBER WORKSHOP

DATE: Wednesday, February 7, 2024
Back up: Wednesday, February 28, 2024
TIME: 6:30 - 8:30 p.m.
LOCATION: Fairfield County Ag Center
831 College Avenue, Lancaster OH
COST: FREE

RSVP TODAY!
740-653-8154

PRESENTERS:

Bob Mulligan, Forest Hydrology Mgr.

- Timber marketing
- Planning logging jobs
- Using master loggers
- New BMPs for Erosion Control booklet

Stephanie Downs, Cooperative Forest Mgmt. Admin.

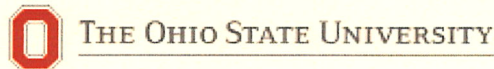
- Role of ODNR Service Foresters

Jonathan Ferbrache, FSWCD Sr. Resource Specialist

- Timber harvest plan process

Displays with:

William Ray - Master Logger Program Mgr.
Carrie Brown - OSU Extension Educator, Ag & Natural Resources



ARE YOU INTERESTED IN LEARNING MORE ABOUT FORESTRY AND LOGGING?

Check out our friends at the Ohio Forestry Association at ohioforest.org. If you are considering a timber harvest and you are looking for a Master Logger that understands erosion and sediment control, they maintain a list you can review.

The Ohio Forestry Association, Inc. (OFA) maintains a safety training and voluntary certification program for logging contractors and their employees known as the Ohio Voluntary Master Logging Company Program. The program involves training loggers in chainsaw safety, Best Management Practices (BMP) for soil and water protection, and first aid and CPR.

Through the certification program each logger must complete periodic recertification keeping the logger up to date on new innovations, techniques, industry issues, etc. The logger is also required to be a member of a local loggers' chapter. The chapters are regionally organized groups of loggers and representatives associated with logging practices in Ohio. Their joint mission is to develop programs and projects to promote the specific and general welfare of loggers through information, education and legislative action.

Also, as a requirement of the program, each company must undergo BMP monitoring inspections. The inspection team is comprised of an ODNR Division of Forestry representative and a loggers' chapter representative. The inspection is done on an active site and a closed site with the intention of making sure the logger is following the Best Management Practices guidelines and to provide feedback to the OFA and Logging Standards Council (LSC) regarding the effectiveness of training as measured by implementation in the field.

The OFA maintains company records and administers the program while the LSC develops rules and enforces the procedures for the program. The LSC alone is responsible for decertification by a majority vote only. The LSC can revoke status for non-compliance with established standards or failure to complete recertification training or documentation within three months of expiration date. If a company is decertified it must retake all the initial training specified under certification requirements.

WINTER BIRD FEEDING

By: Lauren Vires, Wildlife & Education Specialist

The winter season brings with it many challenges for our local bird populations: cold temperatures, decreased food availability, and finding appropriate shelter from the elements. While many species fly south for the winter because of these challenges, there are many other species that tough it out right here in Ohio. For these overwintering species, we can play a part in their survival by providing a bird feeder. Bird feeders not only act as a reliable food source, but they can also be a lot of fun to watch!

One thing you'll notice while birdwatching is that some birds prefer one kind of feeder style or food type over another. This can be due to adaptations such as the shape of their beak or feet, their natural diet, or their behavior. Here are a few options you can choose from when making your bird feeder selection.

Tube feeders, just as it sounds, have a refillable tube that is made for holding seed. Along the tube are multiple access points with a little perch for the bird to comfortably sit on. Seed options to consider are black oil sunflower seeds, cracked corn, millet, milo, or a mixed bag with a little bit of everything. These seeds are a favorite meal of many different bird species such as the northern cardinal, black-capped chickadee, tufted titmouse, finches, sparrows, grosbeaks and many more! Many of these birds, like the northern cardinal, have cone shaped beaks perfectly built for cracking open those seeds.

Suet feeders are small wire cages that hold a suet cake. Suet cakes are made up of animal fat mixed with numerous combinations of nuts, seeds, grains and sometimes fruit. These are favorites of our woodpeckers like the hairy, downy, red-bellied, red-headed, and pileated woodpeckers. These birds have zygodactyl feet, meaning they have two toes in the front and two in the back, that allow for easy grip on the sides of trees and suet feeders.

Platform feeders provide a flat elevated surface that's conducive to spreading out seed, peanuts (unsalted), mealworms and more. The open concept of this feeder allows all birds big and small to come to the table. Blue jays and crows in particular love to snatch up the shelled peanuts and will aggressively prevent other birds from stealing their meal. Dried mealworms are a favorite of eastern bluebirds as they forage for insects throughout the summer.

Some birds even prefer to simply forage on the ground, picking up leftovers from the feeder above: Mourning doves, American robins, black-capped chickadees, tufted titmice, and others. If you are lucky enough, you might even spot the dark-eyed junco, a bird who migrates down to Ohio from Canada for the winter.

For a more comprehensive list of feeder food options and the species that enjoy each variety, check out the Cornell Lab of Ornithology's Project Feederwatch Common Feeder Birds bird list at feederwatch.org/learn/common-feeder-birds.

If you enjoy monitoring your bird feeders all winter long, consider becoming a citizen scientist and participating in Project Feederwatch through the Cornell Lab of Ornithology. Participants' recorded data will contribute to conservation of these bird species. For more information, check out their homepage at feederwatch.org.

LOCAL AGRICULTURAL EASEMENT PURCHASE PROGRAM APPLICATIONS

If you are interested in applying for the Local Agricultural Easement Purchase Program for 2024, sponsored locally by the Fairfield County Board of Commissioners, we

ask that you declare your interest by completing a simple form available in our office no later than **Friday, January 19, 2024**. We may not know the results of the applications for six months.

The biggest decision you need to make prior to application is how much money you require to have an agricultural easement purchased on your property.

To avoid any conflict, you must tell us in writing the lowest price per acre you are willing to accept to have the easement placed on the property. The program will never pay more than \$2,000 an acre per applicant farm and maximums based on funding distribution capacity in Fairfield County, which is unknown at this time. All applicant properties will be reviewed by the County Engineer for adequate road right-of-way and adjacent intersection alignment.

We encourage you to make a business decision as to the lowest price you can accept. Please contact Jonathan Ferbrache at (740) 415-3925 if you have interest in applying or questions about the program.



On Thursday, September 7th, the Lancaster-Fairfield County Chamber of Commerce joined the Fairfield SWCD in celebrating their 80th anniversary with a ribbon cutting prior to the SWCD Annual Meeting.

AVAILABLE NRCS PROGRAMS

Environmental Quality Incentives Program (EQIP): a voluntary conservation program that helps agricultural producers protect the environment while promoting agricultural production. Through EQIP, NRCS experts provide both technical and financial assistance to implement environmentally beneficial conservation practices on working agricultural land. A producer is reimbursed after a conservation best management practice (bmp) is implemented. This is a competitive process; all applications in Fairfield County are ranked and highest scores receive funding until dollars are used. A number of best management practices are more favorable than one to achieve better scores.

- Common bmps: livestock watering and animal waste facilities, heavy use pads, fencing, invasive species control, pollinator seedings, cover crops.

<https://www.nrcs.usda.gov/programs-initiatives/eqip-environmental-quality-incentives>

Conservation Reserve Program (CRP): a land conservation program administered by Farm Service Agency (FSA). In exchange for a yearly rental payment, farmers enrolled in the program agree to remove environmentally sensitive land from agricultural production and plant species that will improve environmental health and quality. Farmers receive an annual rental payment for the term of the multi-year contract, usually 10 years. Cost sharing is provided to construct or plant vegetative cover. FSA handles contracting and payments, NRCS writes the conservation plan, and Fairfield Soil and Water Conservation District provides technical assistance/engineering design if needed.

- Common bmps: grassed waterways, filter/buffer strips, whole field, wetlands/pollinator

<https://www.fsa.usda.gov/programs-and-services/conservation-programs/conservation-reserve-program/index>

Conservation Stewardship Program (CSP): helps farmers build on existing conservation efforts while strengthening operations to improve grazing conditions, increase crop resiliency, or develop wildlife habitat. NRCS employees can customize a plan to help eligible landowners meet those goals either through additional conservation activities or by improving, maintaining, and managing existing conservation activities. Farmers receive an annual payment to maintain existing conservation systems or practices on the lands while also providing funding for at least one additional resource concern. Eligible land: crop, pasture, woodland

- Common bmps: cover crops, conservation crop rotation, no-till, wildlife plantings, timber stand improvement

<https://www.nrcs.usda.gov/programs-initiatives/csp-conservation-stewardship-program>



Through one-on-one, personalized advice, NRCS can work with you to find solutions for your conservation goals and farm needs. Contact Dave Libben, NRCS District Conservationist at 740-415-3921 to discuss these programs.

SPOTTED LANTERNFLY: IF YOU DETECT IT, COLLECT IT!

By: Carrie Brown, Agriculture & Natural Resources Educator, OSU Extension, Fairfield County

Chances are you have heard of our newest invasive pest, Spotted Lanternfly (SLF). With confirmed infestations in 11 counties throughout the state, including Franklin and Muskingum counties, SLF is getting closer. The good news is that SLF is not an outright plant-killer and can be managed when detected early.

SLF is a sap-sucking planthopper. Though it poses no risk to humans, it damages plants by using piercing mouth parts to feed on the sap of woody plant tissue including stems, branches, and trunks. Though SLF will feed on many types of plants, its favorite host is also an invasive species and a common weed tree called *Ailanthus altissima*, AKA tree of heaven. In fact, *Ailanthus* can be useful in monitoring for this pest, and its removal can be handy in helping to reduce the food source for SLF in infested areas. Unfortunately, SLF will also feed on a handful of our agricultural specialty crops and have shown a strong preference for grapevines. As such, vineyard owners (and winery go-ers!) should especially be on the look-out for this pest.



SLF looks quite different at various stages of its one-year life cycle, so what to look out for is dependent on the time of year. In November, adult SLFs are focused on reproduction. Females will lay their eggmasses on virtually any surface (trees, vinyl siding, railroad cars...your minivan) before dying. SLF overwinters as eggs until hatching in April-May. The nymphs that emerge are small, black, and spotted and slightly resemble ticks. They develop red patches as they grow before emerging in their familiar adult form in late summer.

More times than not, it is the public that finds this pest first, so WE NEED YOUR HELP! If you think you've spotted this pest, take a photo or collect a sample and report it immediately. You can call ODA's Spotted Lanternfly hotline at 614-728-6400, or call/visit the Fairfield Co. OSU Extension Office at 740-653-5419.



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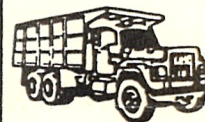
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AGRICULTURAL DISTRICT

Landowners can enroll in an agricultural district with their county auditor. The land must be at least 10 acres, or if less than 10 acres, have an average gross income of at least \$2,500 from agricultural production. While the requirements are the same as for the Current Agricultural Use Value program, a landowner must enroll in each program separately. Agricultural districts must be renewed every 5 years.

Agricultural district registration affords important benefits to landowners, including an affirmative defense in certain nuisance suits that might be filed against landowners for their agricultural activities. Other benefits concern assessments for water, sewer and electric and eminent domain review.

If land is in a municipality, the agricultural district enrollment must be approved by the city's legislative body and the benefits of the agricultural district program can be modified. Contact Greg Forquer at the Fairfield County Auditor's Office at (740) 652-7036 for more information.

The United States Department of Agriculture (USDA) prohibits discrimination in its programs on the basis of race, national origin, sex, religion, age, disability, political beliefs and marital or familial status. (Not all prohibited bases apply to all programs). Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact the USDA TARGET Center at (202) 720-2600 (voice and TDD).

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Updates to the Fairfield County Special Purpose Flood Damage Prevention Ordinances

Regional Planning Commission

February 13, 2024

Overview

- ❖ The Fairfield County Regional Planning Commission has been working with the Ohio Department of Natural Resources (ODNR) to draft updated **Special Purpose Flood Damage Prevention Ordinances** for 2024.
- ❖ These updates were done to stay compliant with the Federal Emergency Management Agency (FEMA) regulations, so that the **County can continue to participate in the National Flood Insurance Program (NFIP)**.
- ❖ ORC 307.37 & 307.85 provide authority to County's for regulating floodplain to participate in NFIP

Public Hearings

- ❖ Public hearings of the ordinances will be held at 9:30 AM during the Fairfield County Commissioners meetings, on:
- ❖ Tuesday, February 13th (*Today*)
- ❖ Tuesday, February 27th (*Two weeks from today*)

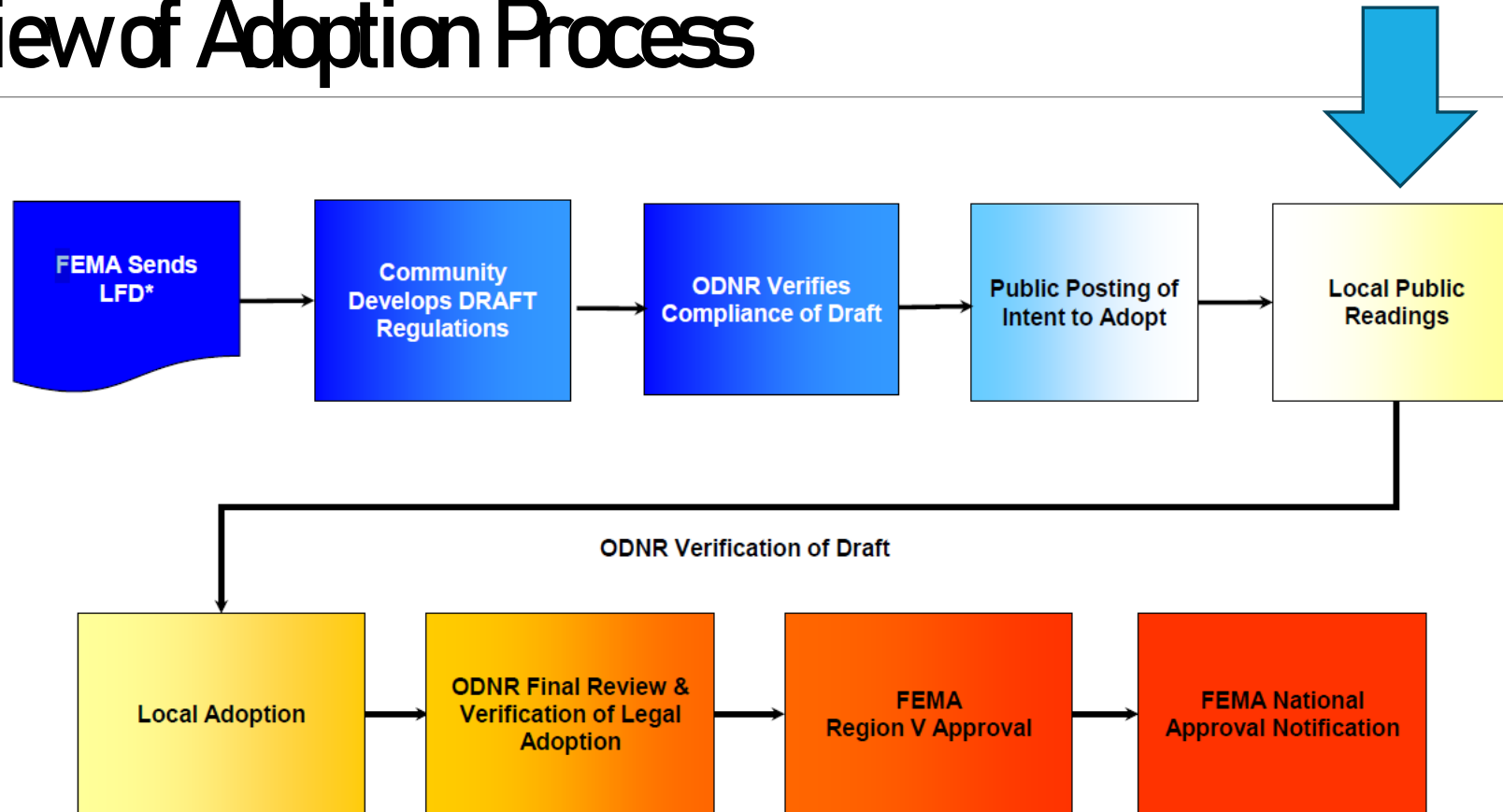
Participation in the NFIP

- ❖ NFIP is a voluntary program (Partnership between Federal government & community)
 - ❖ Participation requires communities adopt & enforce floodplain management regulations in the form of a community ordinance/resolution.
 - ❖ Participation in the NFIP makes flood insurance available to the residents & businesses within a community.
- ❖ Flood insurance is required for federal loans (insured or otherwise) or other federal financial assistance to purchase, repair, improve or rehabilitate buildings within the mapped floodplain.
- ❖ Federal flood insurance only available if the community:
 - ❖ Adopts regulations that meet federal criteria
 - ❖ Regulates all development in mapped floodplain

ODNR Workshop Information

- ❖ Provide assistance in maintaining compliance with NFIP criteria
- ❖ Clarify Floodplain Manager role & responsibilities
- ❖ Provide overview of NFIP standards
 - ❖ Legal adoption process criteria
- ❖ Regulations update process & expectations
 - ❖ Requirements for compliant regulations
 - ❖ Higher Floodplain Management Standards
- ❖ Provide educational materials
- ❖ Expedite ODNR review of updated regulations
 - ❖ Meet with ODNR to compile compliant draft of regulations

Overview of Adoption Process



*Communities must have COMPLIANT regulations adopted & effective during 6 months from LFD

Ordinance Revisions

- ❖ Updated various sections of the County's regulations to reflect the current state model.
- ❖ **5.1 Appeals Board Established:** The Subdivision Regulations Committee of The Fairfield County Regional Planning Commission is hereby appointed to serve as the Appeals Board for these regulations...
- ❖ **6.3 Violations and Penalties:** Violation of the provisions of these regulations or failure to comply with any of its requirements shall be deemed to be a strict liability offense, and shall constitute a fourth degree misdemeanor.



Fairfield Correctional Fence Design

2/13/24

Scheme B



Fairfield Correctional Fence Design

2/13/24

Scheme A

REGULAR AGENDA #6 - 2024
FAIRFIELD COUNTY COMMISSIONERS' OFFICE
FEBRUARY 13, 2024

AGENDA FOR TUESDAY, FEBRUARY 13, 2024

- 9:00 AM Review
- Regular Meeting
- Pledge of Allegiance
- Announcements
- Approval of Minutes for February 6, 2024
- Commissioners
- 2024-02.13.a A Resolution Approving the Appointment of Mr. John S. Smith to the
Fairfield County Airport Authority Board [Commissioners]
- 2024-02.13.b A Resolution to Approve a Memo Receipt and Expense for Stop Loss Pool
Sub Fund & the Self-Funded Healthcare Fund [Commissioners]
- 2024-02.13.c A resolution to appropriate from unappropriated in a major expenditure
object category for Fund# 2736, Subfund# 8318, FY2023 CFLP Grant.
[Commissioners]
- Fairfield County Economic & Workforce Development
- 2024-02.13.d A resolution authorizing the approval to extend the repayment date of
advance of fund #2881 EV Charging Station fund [Economic & Workforce
Development]
- Fairfield County Engineer
- 2024-02.13.e A resolution to request for appropriations for additional unanticipated
receipts of memo receipts and memo expenses for fund 3445 BLO-36 bridge
replacement [Engineer]
- 2024-02.13.f A resolution to appropriate from unappropriated in a major expenditure
object category County Engineer 2024-Motor Vehicle to engineering consulting
services. [Engineer]
- 2024-02.13.g A resolution to appropriate from unappropriated in a major expenditure
object category County Engineer 2024-Motor Vehicle for materials & supplies
[Engineer]
- Fairfield County Family and Children First Council
- 2024-02.13.h A Resolution Authorizing the Approval to Extend the Repayment Date of
an Advance of funds – Fund #2072 Public Children Services, Sub Fund
#8182 EPIC Grant [Family and Children First Council]

Fairfield County Job and Family Services

- 2024-02.13.i A resolution to approve a memo exp./ memo receipt for the costs of Birth Certificates paid to Fairfield County Health Departments as a memo expenditure for fund# 2072 Public Children's Services [JFS]

Fairfield County Juvenile/Probate Court

- 2024-02.13.j A Resolution Authorizing the Approval of a Service Contract by Fairfield County Juvenile Court and Connexion West [Juvenile/Probate Court]
- 2024-02.13.k A Resolution Authorizing the Approval of an Amendment #1 to the FY24 Grant Agreement with the Ohio Department of Youth Services [Juvenile/Probate Court]

Fairfield County Sheriff

- 2024-02.13.l A resolution authorizing the approval to extend the repayment date of an advance of funds – Fund #2593 Concealed Handgun [Sheriff]

Fairfield County Soil and Water Conservation District

- 2024-02.13.m A resolution to sign the Assignment of Payment/Escrow Agreement for the Tooill Farm through the Clean Ohio Local Agricultural Easement Purchase Program with the Ohio Department of Agriculture. [Soil and Water Conservation District]
- 2024-02.13.n A Resolution to Enter into the First Amendment to 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

- 2024-02.13.o A resolution authorizing the approval of payment of invoices for departments that need Board of Commissioners' approval. [Commissioners]

The next Regular Meeting is scheduled for February 20, 2024, 9:00 a.m.

Adjourn

Regular Meeting #5 - 2024
Fairfield County Commissioners' Office
February 6, 2024

Review Meeting

The Commissioners met at 9:00 a.m. in the Commissioners' Hearing Room located at 210 E. Main St., Lancaster, OH. Commissioner Levacy called the meeting to order, and the following Commissioners were present: Jeff Fix, Steve Davis, and Dave Levacy. County employees present: County Administrator Aundrea Cordle; Deputy County Administrator Jeff Porter; Clerk to the Commissioners, Rochelle Menningen; Communications & Information Coordinator, Bennett Niceswanger; County Auditor, Dr. Carri Brown; Clerk of Courts, Brandon Meyer; Recorder Lisa McKenzie; Treasurer James Bahnsen; Assistant Prosecuting Attorneys, Amy Brown-Thompson, Steven Darnell, and Austin Lines; Budget Director, Bart Hampson; JFS Director, Corey Clark; IT Director, Dan Neeley; EMA and Facilities Director, Jon Kochis; Utilities Director, Tony Vogel; JFS Deputy Director, Heather O'Keefe; FCFC Manager, Tiffany Wilson; Chief Deputy Treasurer, Michael Kaper; Engineer's Deputy Director of Operations, Jason Grubb; Health Commissioner, Joe Ebel; and Budget Clerk, Staci Knisley. Also present: Sherry Pymer, Nick Bundren, Stephanie Taylor, Brandy Marshall, Rachel Moresea, Josh Stevens, Chris Snider, Ray Stemen, Judy Stemen, Paris Walker, Betty Bennett, Butch Price, and Jo Price.

Virtual attendees: Josh Horacek, Nic, Shelby Hunt, Jared Collins, Toni Ashton, Beth Cottrell, Belinda Nebbergall, Jeff Barron, Greg Forquer, Lisa Thomas, Ashley Arter, Abby King, Lynette Barnhart, Jessica Murphy, Sara Madenwald, Leighann Adams, Britney Lee, Michelle Carper, Amy Brown-Thompson, Arika Farrar, Andrea Spires, Brian Wolfe, Shannon Carter, Christina Foster, Tiffany Daniels, Stacy Hicks, Lori Hawk, and Tony Vogel.

Welcome

Commissioner Levacy opened the meeting by welcoming everyone in attendance.

Healthy Aging Grant Recognized

Heather O'Keefe introduced Health Commissioner, Joe Ebel and added that the Fairfield County Health Department was a Healthy Aging Grant Award recipient.

Mr. Ebel stated the Health Department received \$60,000 to repair and replace sewage systems for seniors and disabled individuals with the intent of helping to keep them in their homes.

Commissioner Fix inquired as to how many individuals are on the waiting list for assistance with sewage system repairs or replacement.

Mr. Ebel replied that there are nine individuals on the waiting list and provided the following information: The Department has three projects in mind for individuals sixty years of age and older, and the average whole system repair is \$25,000 but it is less expensive when only a partial repair is required.

Ms. O'Keefe stated that funding for assistance with sewage systems is unique and there is not a lot of funding available. She then introduced Brenda Swiger with Naviguide, another Healthy Aging Grant Award recipient.

Ms. Swiger spoke about Naviguide, a subsidized senior living facility with 33-35 residents in Pickerington. She stated that the grant request was for funding to buy food and personal care items for the residents who often must choose medications over purchasing items they need. Ms. Swiger added that Naviguide is partnering with grocery stores to have items delivered to the residents and that not all the residents are able to drive, and therefore are unable to get to the food pantry or grocery store.

Regular Meeting #5 - 2024
Fairfield County Commissioners' Office
February 6, 2024

Commissioner Fix stated that as a resident of Pickerington, he was most appreciative that Naviguide was working to take care of area seniors.

Ms. O'Keefe stated that the grant requirements specified that 25% of the funding must be food related.

Josh Stevens from the Fairfield Center for Independence spoke about being awarded Healthy Aging Grant monies to purchase iPads for seniors to use at the Center.

Budget Review – Fourth Quarter, Bart Hampson

Mr. Hampson presented the 2023 End-of-Year Budget results and provided a PowerPoint presentation which is available in the minutes. Mr. Hampson spoke about the 2023 financial forecasts and trends and provided an explanation of the revenue categories. He added that the 2022 revenues were over \$64.6M and 2023 over \$66.6M

Commissioner Davis explained his concerns regarding future forecasting due to potential federal cuts.

Mr. Hampson continued speaking about revenue highlights including investment earnings, property and sales tax, and the Homestead Rollback. He also spoke about title surplus transfers, conveyance fees, fees for services, and jail rental income, all areas where revenues decreased. Mr. Hampson added the following: only four counties in the state have a lower sales tax rate than Fairfield County, the county will continue to monitor sales tax revenue since the increase has slowed, personnel services make up the largest expense, and expenses average an increase of 12.4% year-over-year.

Commissioner Davis thanked Bart for his work and his presentation.

Public Comments

Ray Stemen of Lancaster spoke about solar energy and loans for farmers and offered a prayer for government leadership.

Paris Walker of Canal Winchester spoke about jobs and Local 423, who partners with the Eastern Cottontail project. He stated that 600-700 men and women are working on this project and are working in safe environments where they are earning a good wage. He added that Ohio imports 20-25% of its energy from outside of Ohio and should embrace the opportunity for homegrown energy.

Stephanie Taylor of Habitat for Humanity of Southeast Ohio spoke about hosting Career Centers from Springfield and Dayton at the Fairfield County Workforce Center and added that it was a great opportunity to show the vocational schools what Fairfield County and the Habitat for Humanity are doing. She further added that many schools do not provide the programs that are provided at the Workforce Center. Ms. Taylor stated that Habitat for Humanity of Southeast Ohio builds two homes a year in Fairfield County and is at the top in home productions and is sixth in home programs.

Sherry Pymmer of Walnut Townships spoke about her opposition to solar energy and provided handouts that are available in the minutes. She also spoke about repairing broken solar panels and about a township who is planning to write a resolution asking for exclusionary solar zones.

Regular Meeting #5 - 2024
Fairfield County Commissioners' Office
February 6, 2024

Nick Bundren with the Ohio Land and Liberty Coalition stated that Central Ohio is booming, and energy sources are needed to continue powering the state. He spoke about the negatives of other power sources and asked the Commissioners to consider the rights of property owners.

Judy Stemen of Lancaster spoke about her opposition to mRNA vaccinations and about funding provided to illegal immigrants. She also spoke about her disappointment in the WWHO and in the United Nations.

Legal Update

There was no legal update.

County Administration Update

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

Week in Review

Everybody Loves Transit

Ohio Loves Transit week is February 11-17, 2024. The Lancaster-Fairfield Transit Authority hosted a ride-along yesterday, February 5th on the Pickerington Loop. Commissioner Davis and I joined Representative LaRe on the ride-along. The Transit Authority will post pictures next week on social media of their drivers, riders, and the community.

Guest Hosts Wanted for Wheel of Fortune at the Fairfield County Juvenile Court Resource Center!

Fairfield County Juvenile Court Resource Center hosts Wheel of Fortune on rotating Thursdays. They welcome a guest host (or multiple hosts) to join as our Reporting Services youth play Wheel of Fortune. There are several dates available. Total time commitment is approximately 45 minutes (4:15-5:00 p.m. during the school year or 12:00-12:45 in the summer.) Resource Center staff are present and jump in whenever needed to assist with the game, engage the youth, etc. The main role of the guest hosts is to be themselves--engaging, kind-hearted community members who want to see at-risk youth gain the positive resources, skills, and connections they need to experience improved outcomes in their daily lives.

Highlights of Resolutions

Administrative Approvals

The review packet contains a list of administrative approvals.

Resolution Review

There are 8 resolutions on the agenda for the voting meeting.

Resolutions of note:

- A resolution authorizing a Solar Power Interconnect Agreement with South Central Power. This is an addendum agreement due to the two solar panels installed but not previously connected at the Liberty Center One-Stop building.

Regular Meeting #5 - 2024
Fairfield County Commissioners' Office
February 6, 2024

- A resolution to approve a change order for additional pipe and additional services for the Village of Baltimore CDBG Water Improvement Project. The change order adds \$8497 to the original contract price of \$129,613, which is still under the total CDBG grant awarded amount of \$170,000.

Commissioner Davis clarified that solar panels are not being installed on the Administrative Courthouse as indicated in the NBC4 news clip from the prior week. The Commissioner added that the county does have solar panels at the One Stop building. He further added that there is a difference between South Central and AEP and the ROI analysis.

Budget Review

- Budget Director, Bart Hampson, had no additional update.

Calendar Review/Invitations Received

- *A review of the calendar and invitations received was provided by the Clerk to the Board of Commissioners, Rochelle Menningen.*
 - Greenfield Township Meeting, February 6, 2024, 2:30 p.m., Commissioners' Conference Room, 210 E. Main St., Third Floor, Lancaster
 - Pleasant Township Meeting, February 6, 2024, 3:30 p.m., Commissioners' Conference Room, 210 E. Main St., Third Floor, Lancaster
 - Hocking Township Meeting, February 6, 2024, 4:30 p.m., Commissioners' Conference Room, 210 E. Main St., Third Floor, Lancaster
 - Regional Planning Commission Meeting, February 6, 2024, 6:00 p.m., Fairfield County Records Center, 138 W. Chestnut St., Lancaster
 - Indigent Defense Study Task Force, February 8, 2024, 10:00 a.m., Location TBD
 - MCJDC Board of Trustees Meeting, February 9, 2024, 9:00 a.m., MCJDC, 923 Liberty Dr., Lancaster
 - MCJDC Joint Board of Commissioners Meeting, February 9, 2024, 10:30 a.m., MCJDC, 923 Liberty Dr., Lancaster
 - Meals on Wheels Community Champions Week, March 18-22, 2024, www.marchformeals.com

Correspondence

- *A review of correspondence received was provided by Ms. Menningen.*
 - City of Lancaster Law Director and City Prosecutor 2023 Annual Report
 - Letters from Residents Regarding Industrial Solar Projects
 - Ohio Department of Taxation Notice of Journal Entry Number 24-01-0032, January 24, 2024, Regarding Real Property Reappraisals and the Next Triennial
 - Fairfield County Municipal Court, Criminal/Traffic Division, Report for Fees Collected January 2024
 - Fairfield County Auditor's Office: Just the Facts, January 31, 2024, Subject: Violet Township Fire & EMS Protection Ballot Issue

Regular Meeting #5 - 2024
Fairfield County Commissioners' Office
February 6, 2024

- For Immediate Release, Office of the County Auditor, February 1, 2024, "Fairfield County Auditor Participates in Project to Support Statewide Parcel Data Management"
- Fairfield County Auditor's Office: Wins of the Week, February 1, 2024
- Memo, Fairfield County Auditor, February 1, 2024, Subjects: Updated Staff Directory; February Map of the Month; GIS Collaborates for Public Safety; Board of Revision Online Case Files; and Thank You
- "Auditor's Ledger: News from the County Auditor's Office", January 2024

Old Business

Commissioner Fix stated that he attended a BAA meeting and an Ohio Chamber of Commerce Housing Summit the previous week and information provided was that the demand for new homes in Central Ohio is an additional 18,000 new homes per year and there are only 12,000 being built. He added that this will cause development and employment issues, and that a shortage of housing equals a shortage of employees for businesses.

Commissioner Davis stated he had the opportunity to attend a fundraising event for the Lighthouse and added that the event was incredibly well done and had 320 people in attendance. He also added that the Lighthouse is primarily funded through VOCA and that the event was the most successful fundraising event the Lighthouse has had. Commissioner Davis also thanked Staci Knisley for providing him with material to present to the Legislative Task Force.

New Business

Commissioner Davis stated that Big Brothers Big Sisters of Fairfield County is hosting a comedy show fund raising event for the agency.

Commissioner Levacy thanked Commissioner Davis for his participation on the Indigent Defense Task Force.

Auditor Brown thanked all involved for their collaboration in correcting the error on the tax bills. She added that the error related to a City of Lancaster Street Levy and spoke about the efforts to correct the error on the second half tax bills. Auditor Brown added that the Department of Taxation will need to approve the language on the updated second half tax bills and that there is one space on the tax bill where the adjustment can be located. The Auditor spoke about a possible call center that would be open in June or July and added that the City of Lancaster had not yet budgeted the Street Levy money.

Commissioner Davis thanked Auditor Brown for her report and added that he had the opportunity to speak with the Auditor and Treasurer earlier about the tax bill error. The Commissioner added that he is concerned about the folks who do not have their taxes escrowed and will need to make the second half payment in full. He asked that special attention be provided to those individuals.

Auditor Brown stated that the effort to reach out to individuals who are out of the country or deployed had already begun. She further stated that calls had been received from people who travel out of state during the time around tax bills due dates.

Commissioner Fix asked how the Auditor's Office will be communicating the information to the citizens of Lancaster who are affected.

Regular Meeting #5 - 2024
Fairfield County Commissioners' Office
February 6, 2024

Auditor Brown stated that the tax bills that will be sent in June will be approved by the Department of Taxation. Once the language is approved, the Auditor's Office will get the information on the website and reach out to the residents that are impacted by the error.

Commissioner Fix stated his concern regarding the timeline for a response from the state and added he believes it is worth reaching out to those impacted individually to explain that a mistake was made and to explain how it will be fixed on the second half tax bill.

Auditor Brown stated she wants to make sure the language is consistent with what the state will approve and added that it does not mean we cannot start having conversations with individuals impacted. She added that the Department of Taxation relayed that they would provide a quick response to the proposed language.

Steven Darnell stated that this is a highly technical area of law with time parameters and added that formal tax bill communications must be reviewed by the Tax Commissioner of Ohio.

Commissioner Fix stated he wishes to be transparent and to communicate with people that this was a human error and added that he would like to also communicate the specifics of the errors and the corrections.

Auditor Brown stated that she is not at all opposed to providing additional communications and added that there are other smaller tax adjustments being worked on by staff.

Treasurer Bahnsen thanked the Auditor for letting him and his department know about the error. He added that the ability to make the adjustment in the second half of the tax year was a good resolution and further added that there were about 16,000 parcels affected by the error. He stated his concern for those affected who pay the entire tax bill for the year in the first half and then are unaware that there are additional monies due. Treasurer Bahnsen spoke about the importance of complete transparency and how his office strives for accuracy.

Commissioner Fix asked if it is possible to pay a portion of the amount owed at this time.

Treasurer Bahnsen stated that taxpayers can go online and see what is owed.

Commissioner Davis stated he was briefed the previous week and added that it is good that in less than a week, conversations are taking place regarding solutions. He thanked the Auditor, Treasurer, Prosecutors, and their staff for their quick responses in helping to find solutions and added that he hopes we are all helpful to those that may have delays in paying the remaining balance.

Commissioner Levacy asked if the tax error was specific to the Lancaster Street Levy.

Auditor Brown stated that the error is specific to the replacement street levy for the City of Lancaster and added that she is also appreciative of the quick responses and collaborations. The Auditor continued by speaking about the \$2 million tax credit for the Shumaker Building and a Wagnalls Memorial Library event. She thanked IT for their assistance in accessing documents from former employees and welcomed Kayla Speakman back to work, who was injured in a crosswalk.

Clerk of Courts Meyer stated that Lighthouse fundraiser was a great event.

Recorder McKenzie spoke about the property fraud alert program and the great responses her office has received regarding the veterans' cards that her office issues. She added that the card is another piece of identification that veterans can carry proudly.

Regular Meeting #5 - 2024
Fairfield County Commissioners' Office
February 6, 2024

Commissioner Levacy thanked the Recorder's Office for offering that extra service to veterans.

Commissioner Davis stated he participates in the Treasurer's escrow account program which withdraws money from his account monthly for his property taxes and asked if those impacted by the tax bill error, who escrow, will receive a corrected bill.

Treasurer Bahnsen stated they are already working on having that adjustment reflected in the system to withdraw automatically and that the information will be sent to the banks for the adjustment in March.

Joe Ebel recalled the Community Health Assessment survey where transportation was indicated as one of the primary impacts on public health.

Commissioner Davis stated he witnessed what a deviated transit route entails and spoke about the importance of being able to provide this for individuals who rely on transit for things such as doctor visits.

Commissioner Levacy stated he is not convinced that people at the state level are aware of the severity of inadequate public transportation.

Jon Kochis stated he will be holding the pre bid meeting for renovations at the workforce center and added he is close to holding the pre-bid meeting for the airport hangars.

Corey Clark announced that Fairfield County JFS is the fourth county to participate in the Sobriety, Treatment, and Reducing Trauma (START) program and will be visited by PCSAO to recognize their participation.

Regular (Voting) Meeting

The Commissioners met at 9:00 a.m. in the Commissioners' Hearing Room located at 210 E. Main St., Lancaster, OH. Commissioner Levacy called the meeting to order, and the following Commissioners were present: Jeff Fix, Steve Davis, and Dave Levacy. County employees present: County Administrator Aundrea Cordle; Deputy County Administrator Jeff Porter; Clerk to the Commissioners, Rochelle Menningen; Communications & Information Coordinator, Bennett Niceswanger; County Auditor, Dr. Carri Brown; Clerk of Courts, Brandon Meyer; Recorder Lisa McKenzie; Treasurer James Bahnsen; Assistant Prosecuting Attorneys, Amy Brown-Thompson, Steven Darnell, and Austin Lines; Budget Director, Bart Hampson; JFS Director, Corey Clark; IT Director, Dan Neeley; EMA and Facilities Director, Jon Kochis; Utilities Director, Tony Vogel; JFS Deputy Director, Heather O'Keefe; FCFC Manager, Tiffany Wilson; Chief Deputy Treasurer, Michael Kaper; Engineer's Deputy Director of Operations, Jason Grubb; Health Commissioner, Joe Ebel; and Budget Clerk, Staci Knisley. Also present: Sherry Pymer, Nick Bundren, Stephanie Taylor, Brandy Marshall, Rachel Moresea, Josh Stevens, Chris Snider, Ray Stemen, Judy Stemen, Paris Walker, Betty Bennett, Butch Price, and Jo Price.

Virtual attendees: Josh Horacek, Nic, Shelby Hunt, Jared Collins, Toni Ashton, Beth Cottrell, Belinda Nebbergall, Jeff Barron, Greg Forquer, Lisa Thomas, Ashley Arter, Abby King, Lynette Barnhart, Jessica Murphy, Sara Madenwald, Leighann Adams, Britney Lee, Michelle Carper, Amy Brown-Thompson, Arika Farrar, Andrea Spires, Brian Wolfe, Shannon Carter, Christina Foster, Tiffany Daniels, Stacy Hicks, Lori Hawk, and Tony Vogel.

Pledge of Allegiance

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

**Regular Meeting #5 - 2024
Fairfield County Commissioners' Office
February 6, 2024**

Announcements

Clerk Menningen stated that resolution 2024-02.06.g had been removed from the voting pattern and was slated to be on the February 13, 2024, agenda.

Approval of Minutes for January 30, 2024

On the motion of Jeff Fix and the second of Steve Davis, the Board of Commissioners voted to approve the Minutes for the Tuesday, January 30, 2024, meeting.

Roll call vote of the motion resulted as follows:

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

Approval of a Resolution from the Fairfield County Auditor - Payroll

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

2024-02.06.a A Resolution Authorizing a Memo Expense Memo Receipt for the General Fund 2% Administration fee for Managing the County Self-Insurance Program, Fund# 5376 to General #1001

Roll call vote of the motion resulted as follows:

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

Approval of a Resolution from Fairfield County Emergency Management

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

2024-02.06.b A Resolution Authorizing the Approval of an Advance from the General Fund to EMA – Fund 2890, Sub Fund 8324, Hazardous Materials Emergency Planning Grant (HMEP)

Roll call vote of the motion resulted as follows:

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

Approval of a Resolution from Fairfield County Engineer

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

2024-02.06.c A Resolution to Request Appropriations for Additional Unanticipated Receipts of Memo Receipts and Memo Expenses for Fund 2050 for Annual Inspections in Various Subdivisions as of 01/30/2024

Roll call vote of the motion resulted as follows:

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

Approval of a Resolution from Fairfield County Facilities

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

2024-02.06.d A Resolution Authorizing the Approval of a Solar Power Interconnect Agreement between South Central Power and the Commissioners

Regular Meeting #5 - 2024
Fairfield County Commissioners' Office
February 6, 2024

Roll call vote of the motion resulted as follows:

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

Approval of Resolutions from Fairfield County Job and Family Services

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

- | | |
|--------------|---|
| 2024-02.06.e | A Resolution to Approve a Memo Expense/Memo Receipt for the Costs of Birth Certificates Paid to the Fairfield County Health Department as a Memo Expenditure for Fund #2072, Public Children's Services |
| 2024-02.06.f | A Resolution Authorizing the Approval of a Service Agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and Youth Advocate Services |

Roll call vote of the motion resulted as follows:

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

Approval of a Resolution from the Fairfield County Regional Planning Commission

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

- | | |
|--------------|---|
| 2024-02.06.h | A Resolution to Approve a Change Order #1 for the CDBG PY2022 Village of Baltimore Waterline Improvement Project. |
|--------------|---|

Roll call vote of the motion resulted as follows:

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

Approval of the Payment of Bills

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

- | | |
|--------------|---|
| 2024-02.06.i | A Resolution Authorizing the Approval of the Payment of Invoices for Departments that Need Board of Commissioners' Approval |
|--------------|---|

Roll call vote of the motion resulted as follows:

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

Adjournment

With no further business, on the motion of Jeff Fix and the second of Dave Levacy, the Board of Commissioners voted to adjourn at 10:24 a.m.

Roll call vote of the motion resulted as follows:

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

The next Regular Meeting is scheduled for 9:00 a.m. on Tuesday, February 13, 2024, in the Commissioners' Hearing Room located at 210 E. Main St., Lancaster, OH.

A Resolution Approving the Appointment of Mr. John S. Smith to the Fairfield County Airport Authority Board.

WHEREAS, the Board of Commissioners is authorized to appoint qualified individuals to serve on the Board and reappoint current members of the Board; and

WHEREAS, a vacancy exists on the Fairfield County Airport Authority Board due to Mr. William McNeer's appointment ending December 31, 2023, and Mr. McNeer's desire to not be reappointed; and

WHEREAS, Mr. John Smith is qualified to serve on the Fairfield County Airport Authority Board; and

WHEREAS, Mr. John Smith has expressed an interest and willingness to serve on the Fairfield County Airport Authority Board.

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

Section 1. That the Fairfield County Board of Commissioners hereby appoints Mr. John S. Smith to serve the remainder of the three-year term on the Fairfield County Airport Authority Board which was previously occupied by Mr. McNeer.

Section 2. That this appointment is effective February 13, 2024, expiring December 31, 2026.

Prepared by: Rochelle Menningen

Resolution No. 2024-02.13.a

A Resolution Approving the Appointment of Mr. John S. Smith to the Fairfield County
Airport Authority Board

(Fairfield County Commissioners)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution to approve a memo receipt and expense for Stop Loss Pool Subfund & the Self-Funded Healthcare Fund

WHEREAS, the Fairfield County Risk Committee agreed to fund the stop loss pool subfund quarterly based on the NFP Analytics report; and

WHEREAS, the Fairfield County Risk Committee also agreed to reimburse the Self-funded Health Insurance fund by quarterly based on the NFP Analytics report; and

WHEREAS, memo receipt and memo expenditures will allow proper accounting for the quarterly reports.

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

Section 1: That the Fairfield County Auditor reflect the following memo receipt for the Stop Loss Pool Subfund:

12537601 434000 charges for services \$ 116,208

This amount represents monies the cash receipt from the Self-Funded Healthcare Fund for based on the NFP Analytics report; see attached.

Section 2: That the Fairfield County Board of Commissioners approves the following expenditure for the monies transferred from the Self-Funded Healthcare Fund for a cash transaction to the Stop Loss Pool Subfund.

Account: 12537600 580126 stop loss admin
Amount: \$ 116,208

Section 3: That the Fairfield County Auditor reflect the following memo receipt for the Self-Funded Health Insurance fund:

12537600 439004 reimb. to self-funded health \$ 185,251.84

This amount represents monies the cash receipt from the Stop Loss Pool Subfund based on the NFP Analytics report; see attached.

A resolution to approve a memo receipt and expense for Stop Loss Pool Subfund & the Self-Funded Healthcare Fund

Section 4: That the Fairfield County Board of Commissioners approves the following expenditure for the monies transferred from the Stop Loss Pool Subfund for a cash transaction to the Self-Funded Health Insurance Fund.

Account: 12537601 580126 stop loss admin

Amount: \$ 185,251.84

Knisley, Staci A

From: Justavick, Susan <susan.justavick@nfp.com>
Sent: Monday, January 22, 2024 8:00 AM
To: Hampson, Bart A; Knisley, Staci A
Cc: Porter, Jeffrey David; Watson, Abby I; Hubben, Kate; Besenfelter, Patricia; Paris, Carolyn
Subject: [E] Fairfield County - Group Stop Loss Pool - 4th Quater 2023
Attachments: 12-23 Fairfield Internal STOP LOSS.pdf

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning Staci and Bart,

Attached is the report for 4th quarter's stop loss pool deposit. The deposit for 3rd quarter is \$116,208.

- October - \$39,064.27
- November - \$38,757.83
- December - \$38,385.90

The stop loss claims reimbursement for 4th quarter is \$185,251.84.

- October - \$54,589.30
- November - \$135,579.44
- December - **+\$4,916.90**
 - The Stop Loss Ratio is positive due to a small amount of reversed claims

The next report for 1st quarter 2024 will be delivered the last week of April 2024 or the first week of May 2024.

Let me know if you have any questions.

Sincerely,

Susan Justavick

AVP, Consultant

Corporate Benefits

6450 Rockside Woods Blvd S. | Suite 250 | Cleveland, OH 44131

P: 216.264.2712 | M: 216-978-1464 | F: 216.816.0035 | susan.justavick@nfp.com | [NFP.com](https://www.nfp.com)

Office Closed for the Holidays: 01/15/2024



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Resolution No. 2024-02.13.b

A Resolution to Approve a Memo Receipt and Expense for Stop Loss Pool Sub Fund & the Self-Funded Healthcare Fund

(Fairfield County Commissioners)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution to appropriate from unappropriated in a major expenditure object category for Fund# 2736, Subfund# 8318, FY2023 CFLP Grant.

WHEREAS, the FY2023 CFLP grant has been reconciled by the grantor and unspent monies need to be returned; and

WHEREAS, Lancaster-Fairfield Community Action will issue a check to the Board of Commissioners for the amount necessary to return; and

WHEREAS, appropriations are needed in the major expenditure object category of other for fund # 2736; and

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

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:

Other	12273623	\$ 105,881.66
-------	----------	---------------

A resolution to appropriate from unappropriated in a major expenditure object category for Fund# 2736, Subfund# 8318, FY2023 CFLP Grant.

For Auditor's Office Use Only:

Section 1.

\$105,881.66 to 12273623 590330

Section 2. *Issue an Amended Certificate in the amount \$105,881.66 to increase fund # 2736, subfund# 8318.*

Section 3. *Request that the Fairfield County Auditor, on behalf of the Budget Commission, update receipt line 12273623 438007 in the amount of \$105,881.66*

Signature Page

Resolution No. 2024-02.13.c

A resolution to appropriate from unappropriated in a major expenditure object category for Fund# 2736, Subfund# 8318, FY2023 CFLP Grant.

(Fairfield County Commissioners)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution authorizing the approval to extend the repayment date of advance of fund #2881 EV Charging Station fund

WHEREAS, the General Fund approved an advance of \$30,000.00 (resolution 2021-11.23.I) for Fund #2881, and

WHEREAS, reimbursement is in the process of being submitted, but not yet received monies; and

WHEREAS, the Economic & Workforce Development department would like to extend the repayment date to 2/15/2024; and

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

Section 1. That the Fairfield County Board of Commissioners' extend the repayment date to 5/15/24 for:

EV Charging Station Fund #2881 advance of \$30,000

Prepared by: Angel Conrad
cc: Economic & Workforce Development

Resolution No. 2024-02.13.d

A resolution authorizing the approval to extend the repayment date of advance of fund #2881 EV Charging Station fund

(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 request for appropriations for additional unanticipated receipts of memo receipts and memo expenses for fund 3445 BLO-36 bridge replacement

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

WHEREAS, unanticipated funds represent ODOT payment; and

WHEREAS, monies will be used for PID #117326 BLO-36

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: \$1,905.90 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:

16344506-433100-75171

Memo Expenditure as referenced:

Vendor: American Structurepoint, Inc.

Account #: 16344506-530020-75171 **BLO-36**

Amount: \$1,905.90 Paid: 02/08/2024

For Auditor's Office Use Only:

SECTION 1: 16344506-530020-75171

SECTION 3: Issue an Amended Certificate in the amount \$1,905.90 to credit of fund 3445.

SECTION 4: Request that the Fairfield County Auditor, on behalf of the Budget Commission, update receipt line 16344506-433100-75171 in the amount of \$1,905.90.

Prepared by: Julie Huggins

cc: Engineer Office

CMRS

OHIO DEPARTMENT OF TRANSPORTATION

Ohio.gov State Agencies | Online Services

REPORTS: ←

CONTRACTOR REPORTS

APPLICATIONS:

BID & ITEM DATA

ADDITIONAL LINKS:

CONSTRUCTION REFERENCE RESOURCE CENTER(CRRC)

DISTRICT CONSTRUCTION SHAREPOINT MAIN

GoFormz HOME TEAM SITE

AASHTOWARE PROJECT SITE

1 of 1

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Find | Next

Ohio Department of Transportation

Capital Program Payments

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/portal/gov/odot/programs/external-audits/audit-lpa/guidance-lpa-sefa>

Please contact 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
AMERICAN STRUCTUREPOINT INC (0000079127)		117326	PID#117326-5-171931	02/02/2024	02/08/2024	1,905.90
AMERICAN STRUCTUREPOINT INC (0000079127)		117326	PID#117326-4-160221	03/31/2023	04/06/2023	15,979.40
AMERICAN STRUCTUREPOINT INC (0000079127)		117326	PID#117326-3-157742	01/27/2023	02/02/2023	17,022.30
AMERICAN STRUCTUREPOINT INC (0000079127)		117326	PID#117326-2-157194	12/12/2022	12/16/2022	13,324.31
AMERICAN STRUCTUREPOINT INC (0000079127)		117326	PID#117326-1-155137	12/12/2022	12/16/2022	1,658.84
Total Payment						49,890.75

CapitalProgramPaymentReport1 of 1

Resolution No. 2024-02.13.e

A resolution to request for appropriations for additional unanticipated receipts of memo receipts and memo expenses for fund 3445 BLO-36 bridge replacement

(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 appropriate from unappropriated in a major expenditure object category County Engineer 2024-Motor Vehicle to engineering consulting services.

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

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

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

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

\$20,000.00 16202404-Contractual Services

For Auditor's Office Use Only:

16202404-530000 \$20,000.00

Prepared by: Julie Huggins
cc: Engineer

Resolution No. 2024-02.13.f

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

(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 appropriate from unappropriated in a major expenditure object category County Engineer 2024-Motor Vehicle for materials & supplies

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

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

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

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

\$100,000.00 16202405-Materials & Supplies

For Auditor's Office Use Only:

16202405-560000 \$100,000.00

Prepared by: Julie Huggins
cc: Engineer

Resolution No. 2024-02.13.g

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

(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 authorizing the approval to extend the repayment date of an advance of funds – Fund (2072) Public Children Services, sub-fund (8182) EPIC Grant

WHEREAS, the General Fund approved an advance of \$154,399.00 (resolution 2022-12.13.bb) for Sub-Fund 8182; and

WHEREAS, reimbursement has been submitted, but not yet received monies; and

WHEREAS, Fairfield County Job and Family Services would like to extend the repayment date of February 15, 2024 to April 15, 2024; and

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

Section 1. That the Fairfield County Board of Commissioners' extend the repayment date to April 15, 2024 for:

EPIC Grant (Sub-Fund 8182) advance of \$154,399.00

Prepared by: Annette Mash-Smith Fiscal Specialist

Resolution No. 2024-02.13.h

A Resolution Authorizing the Approval to Extend the Repayment Date of an Advance of funds – Fund #2072 Public Children Services, Sub Fund #8182 EPIC Grant

(Fairfield County Family 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 approve a memo exp./ memo receipt for the costs of Birth Certificates paid to Fairfield County Health Departments as a memo expenditure for fund# 2072 Public Children's Services

WHEREAS, FCJFS is responsible for paying the Health Department for their Birth Certificate costs; and

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

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

71700300- 434410 Reimbursement - \$96.00

This amount represents monies owed to the Health Department for FCJFS's costs paid to the Health Department as denoted in the attached documentation.

Section 2: That the Fairfield County Board of Commissioners approves the following expenditure of other expenses and requests that the Fairfield County Auditor accomplish the transaction as if a regular County Auditor warrant reimbursing the Health Department for FCJFS's Birth Certificate costs

Memo expenditure as referenced in supporting documentation:

Vendor # 7482 Fairfield County Health Department

Account: 12207207-533000 Other Professional Services

Amount: \$96.00

Prepared by: Jenny Lewis, Eligibility Referral Specialist

cc: Jamie Ehorn, Fairfield County Health Department

Resolution No. 2024-02.13.i

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

(Fairfield County Job and Family Services)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

**A resolution authorizing the approval of a service agreement by
Fairfield County Juvenile Court and Connexion West.
[Juvenile Court]**

WHEREAS, Fairfield County Juvenile Court is requesting the Board of Commissioners approval of a service contract with Connexion West with a principal office located at 625 Garfield Avenue, Lancaster, Ohio; and

WHEREAS, the purpose of the service agreement is for Connexion West to provide an innovative after school program focusing on empowering students through credit recovery opportunities, life skills development, social enrichment activities, and career readiness programs. The total of said contract shall not exceed the maximum amount of \$208,563.24; and

WHEREAS, the total contract will be funded as follows:

\$15,000 from Juvenile Court (17100101-53000)
\$100,000 from ARP Funding (1287600-530000)
\$93,563.24 from the Ohio Department of Youth Services FY25
Grant (PO to encumber 93,563.24 after said grant is finalized
and approved.)

WHEREAS, this agreement shall be effective February 13, 2024, through December 19, 2024.

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

Section 1. That the Board of Commissioners approves the attached service agreement with Connexion West.

Prepared by: Alisha Hoffman
cc: Juvenile Court

ROUTING FORM FOR CONTRACTS

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

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

Signed this _____ day of _____, 20_____.

Alisha Hoffman

Name and Title

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

ORIGINAL

Carri L. Brown, PhD, MBA, CGFM

Purchase Order

Fairfield County Auditor
210 East Main Street
Lancaster, Ohio 43130

Fiscal Year 2024

Page: 1 of 1

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

Purchase Order # **24002676 - 00**

Delivery must be made within doors of specified destination.

Expiration Date: 12/15/2024

B
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JUVENILE COURT
224 E MAIN STREET
3RD FLOOR
LANCASTER, OH 43130
Phone: 740-652-7460

V
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CONNEXION WEST
625 GARFIELD AVE
LANCASTER, OH 43130

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JUVENILE COURT
224 E MAIN STREET
3RD FLOOR
LANCASTER, OH 43130
Phone: 740-652-7460

VENDOR PHONE NUMBER		VENDOR FAX NUMBER		REQUISITION NUMBER	DELIVERY REFERENCE
				2833	
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS		DEPARTMENT/LOCATION
01/31/2024	13341				JUVENILE COURT ADMIN
NOTES					

PO Requisitioner Name : Alisha Hoffman

E mail Address : alisha.hoffman@fairfieldcountyohio.gov

ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	JUV CT AFTER SCHOOL PROGRAM - SERVICE AGREEMENT	1.0	EACH	\$15,000.00	\$15,000.00
	GL Account: 17100101 - 530000			\$15,000.00	
GL SUMMARY					
	17100101 - 530000			\$15,000.00	

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

COUNTY AUDITOR'S CERTIFICATE

It is hereby certified that the amount \$15,000.00 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: 01/31/2024

2/13/24

Carri L. Brown

Auditor Fairfield County, OH

Purchase Order Total

111 **\$15,000.00**

For Department Use ONLY

Purchase of Service Agreement

This Purchase of Service Agreement is entered into an agreement by and between Connexion West, hereby known as "Service Provider", and The Fairfield County Juvenile & Probate Court, hereby known as "Client".

This Purchase of Service Agreement is acknowledged as a service contract between both "Service Provider", and "Client". The terms of said service contract is as follows:

1. "Service Provider" shall provide the following services to said "Client," and all individuals in which the client represents.
 - 1.1 Roles and Responsibilities of Service Provider: "Service provider" is to operate an innovative after school program focusing on empower students through credit recovery opportunities, life skills development, social enrichment activities, and career readiness programs.
 - 1.2 "Service provider" agrees to provide two (2) licensed teachers, as well as, program manager, and mentoring facilitators.
 - 1.3 "Service provider" agrees to provide transportation for "clients" as needed.
 - 1.4 "Service provider" agrees to provide all curriculum, educational materials, technology, and chrome books (20), as needed to complete the programming.
 - 1.5 "Service provider" agrees to host up to two (2) family engagement events during the duration of the programming.
2. Said service contract is in effect for a 12-month period of time, with actual service dates to be as following:
 - 2.1 Programming to be based on a four (4) day week, with no services being provided on Friday, Saturday, or Sunday.
 - 2.2 Programming will start each day at 4:00 pm and conclude at 6:00 pm
 - 2.3 "Service Provider" will follow and recognize all holidays, in-service days, and extended holiday breaks, that coincide with the School Calendar of Lancaster City Schools. An exact calendar of operational days will be provided from "Service Provider" to "Client".
 - 2.4 Spring 2024 session will begin on January 10th, 2024, and conclude on June 7th, 2024. Summer 2024 session will begin on June 17th, 2024, and conclude on July 25th, 2024. Fall 2024 session will begin on September 9th, 2024, and conclude on December 19th, 2024.

3. Fairfield County Juvenile & Probate Court ("Client") agrees to make monthly payments in the amount of (\$17,380.27) **seventeen thousand three hundred dollars and twenty-seven cents**, made payable to Connexion West ("Service Provider") for a 12-month duration. Service Provider agrees to provide Client with monthly invoices for the services rendered.
4. Both Service Provider and Client agree to collaborate in efforts to find future funding sources for the future of this program through grants, donors, community funding, and service contracts.
5. **Amendments and Termination:** This contract may be amended at any time by written instrument, agreed to, and signed by all parties. Either party, Fairfield County Juvenile & Probate Court, or Service Provider, upon (30) days written notice given by either party to the other may terminate this contract.
6. **Violation Or Breach of Contract Terms:** Service Provider shall not be relieved of liability to Fairfield County Juvenile & Probate Court for damages sustained by Fairfield County Juvenile & Probate Court by virtue of any breach of the contract by Service Provider. Fairfield County Juvenile & Probate Court reserves the right to legal, administrative, and contractual remedies for damages sustained by the Fairfield County Juvenile & Probate Court by virtue of any breach of the contract by the Service Provider. Fairfield County Juvenile & Probate Court may withhold any compensation from Service Provider until the number of damages due from the Service Providers agreed upon or otherwise terminated.
7. **Civil Rights:** Service Provider agrees that there shall be no discrimination against any customer or any employee because of race, color, sex, religion, disability, national origin, or any other factor as specified in Title VI of the Civil Rights Act of 1964, Rehabilitation Act of 1973 and subsequent amendment. It is further agreed that the Service Provider will comply with all appropriate federal and state laws regarding such discrimination.
8. **Indemnity:** Service Provider will indemnify and hold harmless Fairfield County Juvenile & Probate Court against any loss, penalties, damage, settlements, costs, professional fees, and/ or related expenses incurred through the provision of services under this contract.
9. **Retention Of Records:** Provider shall retain and make available for audit by FCJPC, FCJFS, the State of Ohio (including, but not limited to, Ohio Department of Job and Family Services, the Auditor of the State of Ohio, Inspector General, or duly appointed law enforcement officials), and agencies of the United States government all records relating to the service provided under this agreement and supporting documentation for invoices submitted to Fairfield County Juvenile & Probate Court by Service Provider for a minimum of (3) years after payment under this agreement. If an audit begins during this period, the Service Provider shall retain such records until the conclusion of the audit and resolution of all related issues.
10. **Connexion West and The Fairfield County Juvenile & Probate Court, as well as the representatives from both entities agree to terms, timelines, services, and payment arrangements set forth in the above stated agreement.**

In consideration of the commitments set forth herein, the parties have affixed their signatures hereto as of the dates indicated:

Connexion West

Fairfield County Juvenile & Probate Court

By: Burbridge Cook

By: Honorable Terre L. Vandervoort

_____

_____

Title: Executive Director

Title: Fairfield County Juvenile & Probate
Court Judge

Date January 9, 2024

Date: 1/16/2024

Fairfield County Commissioners

By: _____

Title: Commissioner

Date: _____

ORIGINAL

Carri L. Brown, PhD, MBA, CGFM

Purchase Order

Fiscal Year 2024

Page: 1 of 1

THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKAGES AND SHIPPING PAPERS.Purchase Order # **24002641 - 00**

Delivery must be made within doors of specified destination.

Expiration Date: 03/15/2025

B
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OCOUNTY COMMISSIONERS
210 E MAIN ST 3RD FLOOR
LANCASTER, OH 43130V
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D
O
RCONNEXION WEST
625 GARFIELD AVE
LANCASTER, OH 43130S
H
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OCOUNTY COMMISSIONERS
210 E MAIN ST 3RD FLOOR
LANCASTER, OH 43130

VENDOR PHONE NUMBER		VENDOR FAX NUMBER		REQUISITION NUMBER	DELIVERY REFERENCE
				2793	
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS		DEPARTMENT/LOCATION
01/29/2024	13341				COMMISSIONERS ADMIN
NOTES					

PO Requisitioner Name : Staci Knisley

E mail Address : staci.knisley@fairfieldcountyohio.gov

ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	ARPA funding for Juv. Court GL Account: 12287600 - 530000 - R61h	1.0	EACH	\$100,000.00	\$100,000.00
GL SUMMARY					
12287600 - 530000 - R61h		\$100,000.00			

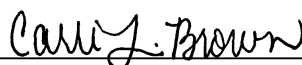
Invoice Date ___/___/___ Invoice Amount \$ _____ To Be paid ___/___/___ Warrant # _____

COUNTY AUDITOR'S CERTIFICATE

It is hereby certified that the amount \$100,000.00 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: 01/29/2024

2/13/24



Auditor Fairfield County, OH

Purchase Order Total **\$100,000.00**

115

For Department Use ONLY

Prosecutor's Approval Page

Resolution No.

A resolution authorizing the approval of a service contract by Fairfield County Juvenile Court and Connexion West. [Juvenile Court]

(Fairfield County Juvenile/Probate Court)

Approved as to form on 2/4/2024 11:28:58 AM by Amy Brown-Thompson,



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

Signature Page

Resolution No. 2024-02.13.j

A Resolution Authorizing the Approval of a Service Contract by Fairfield County
Juvenile Court and Connexion West

(Fairfield County Juvenile/Probate Court)

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 an Amendment #1 to the FY24 Grant Agreement with the Ohio Department of Youth Services.

WHEREAS, Fairfield County Juvenile Court is the recipient of a Subsidy Grant from the Department of Youth Services; and

WHEREAS, an amendment is required for the FY24 Grant Year; and

WHEREAS, Judge Terre L. Vandervoort, Fairfield County Juvenile Court, has approved said amendment and request the approval of the Commissioners.

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

Section 1. That the Juvenile Court Grant Amendment with the Ohio Department of Youth Services for the period of July 1, 2023 to June 30, 2024 is hereby approved.

Prepared by: Alisha Hoffman
cc: Juvenile Court

Amendment Form / Fiscal Accountability
(To Replace Attachment A Page 1 of the Grant Agreement)

County: <u>FAIRFIELD FY24 02.01.24</u>		Amendment # <u>1</u>	
Allocations			
FY 2024 Tentative Base Allocation (YSG/510)	(1A)	\$	220,408.00
FY 2024 Tentative Variable Allocation (RECLAIM/401)	(2A)	\$	644,039.49
FY 2024 Supplemental RECLAIM Allocation	(3A)	\$	
FY 2024 Targeted RECLAIM Allocation	(4A)	\$	
FY 2024 Competitive RECLAIM Allocation	(5A)	\$	70,000.00
FY 2024 JDAI Allocation	(6A)	\$	971.75
FY 2024 Y/E EVB Program Development Allocation	(7A)	\$	
FY 2024 Behavioral Health/Juvenile Justice (BHJJ)	(8A)	\$	
Allocations Subtotal		(A)	\$ 935,419.24
Tentative Carryover Balance as of 6/30/23 and Carryover Limit			
Subsidy Grant Carryover (YSG + RECLAIM)*	(1B)	\$	60,535.28
Targeted RECLAIM Carryover	(2B)	\$	
Competitive RECLAIM Carryover	(3B)	\$	65,125.26
JDAI Carryover	(4B)	\$	
Y/E EVB Program Development Carryover (include any former HB-153 Funds)	(5B)	\$	133,485.26
Behavioral Health/Juvenile Justice (BHJJ)	(6B)	\$	
Tentative Carryover Subtotal		(B)	\$ 259,145.80
Carryover Limit		(C)	\$ 192,612.92
(25% of Total FY 2022 RECLAIM and Youth Services Grant Allocations)			
Exemptions			
Subsidy Grant Carryover Exemption (YSG + RECLAIM)*	(1D)	\$	
Targeted RECLAIM Exemption	(2D)	\$	
Competitive RECLAIM Exemption	(3D)	\$	65,125.26
JDAI Exemption	(4D)	\$	
Y/E EVB Program Development	(5D)	\$	133,485.26
Behavioral Health/Juvenile Justice (BHJJ)	(6D)	\$	
Total Exemptions		(D)	\$ 198,610.52
Withholdings			
Subsidy Grant (YSG + RECLAIM)*	(1E)	\$	
Targeted RECLAIM	(2E)	\$	
Competitive RECLAIM	(3E)	\$	
JDAI	(4E)	\$	
Y/E EVB Program Development	(5E)	\$	
Behavioral Health/Juvenile Justice (BHJJ)	(6E)	\$	
Withholding Estimate (to be withheld from FY 2024 payments)		(E)	\$ -
Available Program Funds			
Subsidy Grant (YSG + RECLAIM)*	(1F)	\$	924,982.77
Targeted RECLAIM	(2F)	\$	
Competitive RECLAIM	(3F)	\$	135,125.26
JDAI	(4F)	\$	971.75
Y/E EVB Program Development	(5F)	\$	133,485.26
Behavioral Health/Juvenile Justice (BHJJ)	(6F)	\$	
Total Available FY 2024 Program Funds		(F)	\$ 1,194,565.04
Estimated Program Costs			
Subsidy Grant Estimated Program Costs (YSG & RECLAIM)*	(1G)	\$	837,454.62
Targeted RECLAIM Estimated Program Costs	(2G)	\$	
Competitive RECLAIM Estimated Program Costs	(3G)	\$	135,125.26
JDAI Estimated Program Costs	(4G)	\$	
Y/E EVB Program Development Costs	(5G)	\$	78,815.13
Behavioral Health/Juvenile Justice (BHJJ)	(6G)	\$	
Total Estimated FY 2024 Expenditures		(G)	\$ 1,051,395.01
Unallocated Funds			
Subsidy Grant Unallocated (YSG & RECLAIM)*	(1H)	\$	87,528.15
Targeted RECLAIM Unallocated	(2H)	\$	
Competitive RECLAIM Unallocated	(3H)	\$	0.00
JDAI Unallocated	(4H)	\$	971.75
Y/E EVB Program Development Unallocated	(5H)	\$	54,670.13
Behavioral Health/Juvenile Justice (BHJJ)	(6H)	\$	
Total Unallocated FY 2024 Funds		(H)	\$ 143,170.03

* Supplemental Allocation included in RECLAIM amount

ATTACHMENT A
Page 2

County: FIELD FY24 02.01.24

Prepared By: Alisha Hoffman

FY: 24

Phone # 740-652-7494

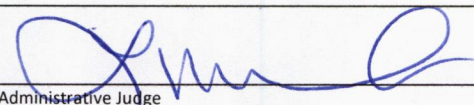
Amendment # 1

Amendment Type:

Funding Category	Activity Purpose	Local Program Name	Current Budget	Adjustment (+/-)	Program Funding
Subsidy Grant	Behavioral Change Hybrid	Diversion	\$ 767,378.78	\$ (30,895.91)	\$ 736,482.87
Subsidy Grant	Grant Administration	JDAI	\$ 60,000.00	\$ (9,028.25)	\$ 50,971.75
Subsidy Grant	Skill Knowledge	Workforce Development	\$ 50,000.00	\$ -	\$ 50,000.00
Competitive RECLAIM	Behavioral Change	Community-Based Respite	\$ 100,000.00	\$ -	\$ 100,000.00
Competitive RECLAIM	Support Activity Tracking	Skill Building and Engagement Class	\$ 35,125.26	\$ -	\$ 35,125.26
Competitive RECLAIM	Behavioral Change	Community-Based School Attendance Intervention	\$ -	\$ -	\$ -
Y/E EVB Program Development	Behavioral Change Hybrid	Resource Center	\$ 52,961.93	\$ (146.80)	\$ 52,815.13
Y/E EVB Program Development	Program Development	Carey Guides, Bits, CQI	\$ 26,000.00	\$ -	\$ 26,000.00
Total Program Costs			\$ 1,091,465.97	\$ (40,070.96)	\$ 1,051,395.01

Provide an explanation for the amendment and how it will impact the stated objectives in the Grant Agreement:
Alignment of funds in Diversion, JDAI, and Resource Center.

Signatures:


Administrative Judge

2/8/24
Date

President, County Commissioners / County Executive

Date

Staff Positions Budget Form

COUNTY: FAIRFIELD FY24 02.08.24

FUNDING CATEGORY: Subsidy Grant

Activity Purpose: Behavioral Change Hybrid

LOCAL PROGRAM / ACTIVITY NAME: DIVERSION 1 OF 2

Name	Title	New or Existing	Number of Hours	Hourly Rate	Total
PATRICK EPLER	DEPUTY DIRECTOR DIVERSION/QA	EXISTING	1040	40.82	\$ 42,452.80
			720	42.86	\$ 30,859.20
JOSEPH BENNETT	DIVERSION COORDINATOR	EXISTING	1040	31.31	\$ 32,562.40
			1040	32.88	\$ 34,195.20
KAYLA HITTLE-MARTINEZ	LEAD CASE MANAGER	EXISTING	1040	25.31	\$ 26,322.40
			1040	26.07	\$ 27,112.80
TARA COCKERHAM	CASE MANAGER	EXISTING	1040	28.02	\$ 29,140.80
			1040	28.86	\$ 30,014.40
TOTAL STAFF POSITIONS					\$ 252,660.00

Fringe Benefits					
Type	*OPERS	\$ 69,435.00			
Type	*HEALTH INS/EAP	\$ 125,509.00			
Type	*WORKERS COMP	\$ 7,440.00			
Type	*MEDICARE	\$ 7,192.00			
Type	*LIFE INS	\$ 324.00			
			TOTAL FRINGE BENEFITS		\$ 209,900.00
			TOTAL STAFF and FRINGE BENEFITS		\$ 462,560.00

Budget Narrative - Describe the services that the positions will provide.

DIVERSION CASE MANAGERS OFFER DIVERSION ACCOUNTABILITY PROGRAM SERVICES WHICH PRIMARILY FOCUS ON ALTERNATIVES TO THE YOUTH BEING FORMALLY CHARGED AND/OR GOING THROUGH THE PROCESS OF THE TRADITIONAL, MORE LENGTHY MEANS OF THE JUVENILE JUSTICE SYSTEM.

*FRINGE BENEFITS IS INCLUSIVE OF ALL DIVERSION STAFF, TOTAL OF 9. ADDITIONAL SALARY DETAIL FOUND ON PAGE 1 OF 2 STAFF BUDGET FORM.

Purchased or Contract Services Budget Form

COUNTY: FAIRFIELD FY24 02.08.24

FUNDING CATEGORY: Subsidy Grant

Activity Purpose: Behavioral Change Hybrid

LOCAL PROGRAM / ACTIVITY NAME: _____ **DIVERSION 1 OF 2**

[illegible]

Note: If the services to be provided are out-of-home placement, the facilities must either be approved by the Department of Youth Services per the minimum standards or licensed by the authorized state agency.

Program Maintenance Costs Budget Form

COUNTY: FAIRFIELD FY24 02.08.24

FUNDING CATEGORY: Subsidy Grant

Activity Purpose: Behavioral Change Hybrid

LOCAL PROGRAM / ACTIVITY NAME: DIVERSION 1 OF 2

<u>Item Description</u>	<u>Quantity</u>	<u>Unit Cost</u>	<u>Total</u>	<u>Briefly explain the reason needed.</u>
ORBIS	1	\$ 1,425.00	\$ 1,425.00	MENTAL HEALTH SCREENING TOOL
FOOD AND SNACKS	1	\$ 3,112.00	\$ 3,112.00	FOOD/SNACKS FOR YOUTH AND/OR FAMILY
Total Maintenance Costs			\$ 4,537.00	

Note: If the services to be provided are out-of-home placement, the facilities must either be approved by the Department of Youth Services per the minimum standards or licensed by the authorized state agency.

Program Equipment Budget Form

COUNTY: FAIRFIELD FY24 02.08.24

FUNDING CATEGORY: Subsidy Grant

Activity Purpose: Behavioral Change Hybrid

LOCAL PROGRAM / ACTIVITY NAME: DIVERSION 1 OF 2

<u>Item Description</u>	<u>Quantity</u>	<u>Unit Cost</u>	<u>Total</u>	<u>Briefly explain the reason needed.</u>
PC TOWER AND ACCESSORI	1	\$ 4,540.67	\$ 4,540.67	PC TOWER AND ACCESSORIES REPLACEMENT
TABLET AND ACCESSORIES	1	\$ 6,546.00	\$ 6,546.00	TABLET AND ACCESSORIES REPLACEMENT FOR FIEL
Total Equipment Costs			\$ 11,086.67	

Note: Equipment is defined as items that cost \$500.00 or more and have a useful life of more than one year.

Staff Positions Budget Form

COUNTY: FAIRFIELD FY24 12.19.23

FUNDING CATEGORY: Subsidy Grant

Activity Purpose: Behavioral Change Hybrid

LOCAL PROGRAM / ACTIVITY NAME: DIVERSION 2 OF 2

Name	Title	New or Existing	Number of Hours	Hourly Rate	Total
WENDY HALE	CASE MANAGER	EXISTING	1040	23.63	\$ 24,575.20
			1040	24.81	\$ 25,802.40
LUCAS STEMEN	CASE MANAGER	EXISTING	1040	23.29	\$ 24,221.60
			1040	23.52	\$ 24,460.80
ZACHARY BOWEN	CASE MANAGER	NEW	800	22.83	\$ 18,264.00
			1040	23.51	\$ 24,450.40
BROOKE WOODS	CASE MANAGER	EXISTING	1040	23.63	\$ 24,575.20
			1040	24.34	\$ 25,313.60
AMANDA ENDERLE	CASE MANAGER	EXISTING	1040	24.46	\$ 25,438.40
			1040	25.19	\$ 26,197.60
TOTAL STAFF POSITIONS					\$ 243,299.20

Fringe Benefits

Type	*OPERS	
Type	*HEALTH INS/EAP	
Type	*WORKERS COMP	
Type	*MEDICARE	
Type	*LIFE INS	

TOTAL FRINGE BENEFITS _____

TOTAL STAFF and FRINGE BENEFITS **\$ 243,299.20**

Budget Narrative - Describe the services that the positions will provide.

DIVERSION CASE MANAGERS OFFER DIVERSION ACCOUNTABILITY PROGRAM SERVICES WHICH PRIMARILY FOCUS ON ALTERNATIVES TO THE YOUTH BEING FORMALLY CHARGED AND/OR GOING THROUGH THE PROCESS OF THE TRADITIONAL MORE LENGTHY MEANS OF THE JUVENILE JUSTICE SYSTEM.

*SEE PAGE 1 OF 2 FOR FRINGE BENEFIT TOTAL, INCLUSIVE OF ALL DIVERSION STAFF

Staff Positions Budget Form

COUNTY: FAIRFIELD FY24 12.28.23

FUNDING CATEGORY: Y/E EVB Program Development

Activity Purpose: Behavioral Change Hybrid

LOCAL PROGRAM / ACTIVITY NAME: RESOURCE CENTER

<u>Name</u>	<u>Title</u>	<u>New or Existing</u>	<u>Number of Hours</u>	<u>Hourly Rate</u>	<u>Total</u>
OLIVIA REVELS-STROTHER	RESOURCE CENTER SPECIALIST	EXISTING	80	23.63	\$ 1,890.40
	VACATION & COMP TIME PAYOUT		1	150.53	\$ 150.53
ZOE FRYE	RESOURCE CENTER SPECIALIS	NEW	560	22.83	\$ 12,784.80
			1040	23.51	\$ 24,450.40
TOTAL STAFF POSITIONS					\$ 39,276.13

Fringe Benefits

Type	OPERS	\$ 5,478.00		
Type	HEALTH INS/EAP	\$ 6,895.00		
Type	WORKERS COMP	\$ 559.00		
Type	MEDICARE	\$ 571.00		
Type	LIFE INS	\$ 36.00		
TOTAL FRINGE BENEFITS			\$	13,539.00
TOTAL STAFF and FRINGE BENEFITS			\$	52,815.13

Budget Narrative - Describe the services that the positions will provide.

THE RESOURCE CENTER STAFF PROVIDE THE SUPERVISION OF THE YOUTH, TRANSPORTATION TO/FROM RESOURCE CENTER, COORDINATION OF CORE AND EVIDENCE BASED PROGRAM COMPONENTS, QUALITY ASSURANCE TRACKING, AND COMMUNICATION WITH THE COURT, COMMUNITY PARTNERS, AND VENDORS

Purchased or Contract Services Budget Form

COUNTY: FAIRFIELD FY24 02.01.24

FUNDING CATEGORY: Subsidy Grant

Activity Purpose: Grant Administration

LOCAL PROGRAM / ACTIVITY NAME: JDAI

[illegible]

Note: If the services to be provided are out-of-home placement, the facilities must either be approved by the Department of Youth Services per the minimum standards or licensed by the authorized state agency.

Program Maintenance Costs Budget Form

COUNTY: FAIRFIELD FY24 02.01.24

FUNDING CATEGORY: Subsidy Grant

Activity Purpose: Grant Administration

LOCAL PROGRAM / ACTIVITY NAME: JDAI

[illegible]

Note: If the services to be provided are out-of-home placement, the facilities must either be approved by the Department of Youth Services per the minimum standards or licensed by the authorized state agency.

Signature Page

Resolution No. 2024-02.13.k

A Resolution Authorizing the Approval of an Amendment #1 to the FY24 Grant Agreement with the Ohio Department of Youth Services

(Fairfield County Juvenile/Probate Court)

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 to extend the repayment date of an advance of funds – Fund #2593 Concealed Handgun.

WHEREAS, the General Fund approved advances totaling \$15,000.00 (resolutions 2023-02.28.p \$5000.00, 2023-04.25.x \$5000.00, 2023-05.30.k \$1000.00, and 2023-06.27.bb \$4000.00) for Fund #2593 Concealed Handgun; and

WHEREAS, reimbursement has been submitted, but not yet received monies; and

WHEREAS, the Sheriff's Office would like to extend the repayment date of 1/31/24 to 4/30/24; and

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

Section 1. That the Fairfield County Board of Commissioners' extend the repayment date to 4/30/24 for:

Concealed Handgun (Fund# 2593) advances of \$15,000.00

Prepared by: Elisa Dowdy

Signature Page

Resolution No. 2024-02.13.I

A resolution authorizing the approval to extend the repayment date of an advance of funds – Fund #2593 Concealed Handgun

(Fairfield County Sheriff)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution to sign the Assignment of Payment/Escrow Agreement for the Tooill Farm through the Clean Ohio Local Agricultural Easement Purchase Program with the Ohio Department of Agriculture.

WHEREAS, On or about March 8, 2023, the Fairfield County Board of Commissioners reviewed a request for support of a farm owned by Tooill, 2105 Rock Mill Road, 198.75 acres, Amanda Township and determined that the nomination of the property for consideration for purchase of agricultural easement was acceptable and the title work has now been completed;

WHEREAS, the Fairfield County Board of Commissioners must execute an Assignment of Payment/Escrow Agreement for the Tooill Farm;

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

SECTION 1. That the Board of Commissioners hereby authorizes County Commissioner David L. Levacy to sign the Assignment of Payment/Escrow Agreement for the Tooill Farm through the Clean Ohio Local Agricultural Easement Purchase Program, with the Ohio Department of Agriculture;

SECTION 2. That the Clerk is hereby directed to transmit certified and sealed copies of this resolution to the Fairfield Soil and Water Conservation District, their designated Local Sponsor Representative.

Prepared by: Jonathan Ferbrache

ESCROW AGREEMENT
(LAEPP 2023)

This Escrow Agreement (hereinafter “Agreement”), effective as of the _____ day of _____ 20__, (“Effective Date”) is between **HOCKING VALLEY TITLE AGENCY INC.**, 144 East Main Street, Lancaster, Ohio (hereinafter “Escrow Agent”), **CARL P. AND SHIRLEY A. TOOILL TRUST**, 2105 Rock Mill Road SW, Lancaster, OH 43130 (hereinafter “Landowner”) and the **FAIRFIELD COUNTY BOARD OF COMMISSIONERS**, 210 East Main Street, Lancaster, Ohio 43130 (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.

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 Fairfield National 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 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 March 1, 2024 and concluded on December 31, 2024.
- 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 December 31, 2024.
 - 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 **Three Thousand, Four Hundred and 00/100 (\$3,400.00)**. 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.

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.

- 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.

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.

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 43068-3399
Attn: Executive Director, Office of Farmland Preservation
Telephone: 614-728-6210

b. with respect to Local Sponsor:

Fairfield County Board of Commissioners
210 E. Main Street
Lancaster, Ohio 43130
Attn: David L. Levacy
Telephone: 740-652-7090

c. with respect to Landowner:

Carl P. Tooill and Shirley A. Tooill, Trustees of the
Carl P. and Shirley A. Tooill Trust
2105 Rock Mill Road SW
Lancaster, Ohio, 43130
Telephone: 740-969-2022

d. with respect to Escrow Agent:

Hocking Valley Title Agency Inc.
144 E. Main Street
Lancaster, Ohio 43130
Attn: Sarah N. Hall
Telephone: 740-654-8226

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 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.

- 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.

[Signatures begin on the following page]

IN WITNESS WHEREOF, the parties have executed this Agreement by and through their duly authorized agents as of the Effective Date.

LANDOWNER

LOCAL SPONSOR

Carl P. Tooill, Trustee of the
Carl P. and Shirley A. Tooill Trust
2105 Rock Mill Road SW
Lancaster, Ohio, 43130

David L. Levacy
Board of Fairfield County Commissioners
210 E. Main Street
Lancaster, Ohio, 43130

Date: _____

Date: _____

Shirley A. Tooill, Trustee of the
Carl P. and Shirley A. Tooill Trust
2105 Rock Mill Road SW
Lancaster, Ohio, 43130

Date: _____

ESCROW AGENT

Sarah N. Hall
Hocking Valley Title Agency Inc.
144 E. Main Street
Lancaster, Ohio 43130

Date: _____

Rev. 05/04/2021

Assignment of Payment

Local Sponsor (Assignor – Recipient Organization)	Title Agent (Assignee - Payee)
Primary Contact Name:	Primary Contact Name:
Organization Name:	Organization Name:
Mailing Address:	Mailing Address:
Phone Number:	Phone Number:
Email Address:	Email Address:
OAKS ID# (completed by ODA):	OAKS ID# (completed by ODA):

Program	Landowner Name	Easement County	Title Order# *	ODA Contribution \$
LAEPP Funding Year				
LAEPP Funding Year				
LAEPP Funding Year				

Assignor assigns and grants to Assignee the payment(s) specified above as of the date this agreement is executed.

In order to assign a cash payment(s) in accordance with the program specified by the assignor above, this form must be completed by both the assignor and the assignee. This assignment is applicable only to the specified program and the payment(s) listed above and is subject to the terms of the corresponding Cooperative Agreement with the Ohio Department of Agriculture (ODA).

The assignee agrees to repay promptly to the ODA any amount by which the assigned payment exceeds the amount secured by the assignment. The assignor and the assignee agree that they will promptly notify ODA of any changes affecting this assignment. This assignment may be revoked at any time by written request signed by the assignee.

This assignment does not extend to any successor of the assignee, nor may the assignee re-assign this assignment.

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.

Local Sponsor (Assignor)	Title Agent (Assignee)
Signed:	Signed:
By (please print or type name):	By (please print or type name):
Date:	Date:

* Can be completed by ODA.

Prosecutor's Approval Page

Resolution No.

A resolution to sign the Assignment of Payment/Escrow Agreement for the Tooill Farm through the Clean Ohio Local Agricultural Easement Purchase Program with the Ohio Department of Agriculture.

(Fairfield County Soil and Water Conservation District)

Approved as to form on 2/1/2024 1:57:57 PM by Steven Darnell,

Resolution No. 2024-02.13.m

A resolution to sign the Assignment of Payment/Escrow Agreement for the Tooill Farm through the Clean Ohio Local Agricultural Easement Purchase Program with the Ohio Department of Agriculture.

(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 to enter into the First Amendment to 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 County entered into a Cooperative Agreement as local sponsor for the 2023 funding round; and

WHEREAS, the County must now enter a First Amendment to the Agreement for the 2023 Cooperative Agreement as local sponsor for the 2023 funding round and County Commissioner David L. Levacy must sign the agreement to complete funding allocation distribution.

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

Section 1. That the Board of Fairfield County Commissioners hereby authorizes County Commissioner David L. Levacy to sign the First Amendment to the Agreement for the 2023 Cooperative Agreement as local sponsor for the 2023 Clean Ohio Local Agricultural Easement Purchase Program to complete funding allocation distribution.

Prepared by: Jonathan Ferbrache

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

This First Amendment to the 2023 Local Agricultural Easement Purchase Program (LAEPP) Cooperative Agreement, (hereinafter, “Agreement”), is made and entered into by and between the State of Ohio, acting by and through the Ohio Department of Agriculture (“ODA”), located at 8995 East Main Street, Reynoldsburg, Ohio 43068 and Fairfield County Board of Commissioners (hereinafter “Local Sponsor”), located at 210 East Main Street, Lancaster, OH 43130 (hereinafter “Local Sponsor”).

Recitals

1. WHEREAS, ODA and Local Sponsor executed an Agreement on April 24, 2023 granting funds to Local Sponsor to purchase easements under the Local Agricultural Easement Purchase Program (“LAEPP”) 2023, which is attached hereto with its Exhibits as Exhibit 1;
2. WHEREAS, ODA and Local Sponsor now desire to modify certain provisions of the Agreement (and its attached Exhibit A – Scope of Work), to provide for changes necessitated by:
 - a. The passage of the FY 2024/2025 biennium;
 - b. The total obligated funds of \$187,198 increased. Additional funding in the amount of \$122,380 was added. New total available is \$309,578;
3. **NOW THEREFORE**, in consideration of the mutual promises and obligations contained herein, ODA and Local Sponsor agree by and between themselves as follows:

STATEMENT OF THE AGREEMENT

1. The Agreement and attached Exhibit(s) is attached hereto as Exhibits 1, and incorporated herein by reference if fully rewritten.
2. **Article I - SCOPE OF WORK**

Delete paragraph 2.5, insert the following:

“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, 2025. Local Sponsor may receive an extension to this deadline with the prior written approval of ODA.”

3. Article III - TIME OF PERFORMANCE

Delete paragraph 3.1, insert the following:

“The services as stated in Exhibit A shall be concluded by the Local Sponsor on or before June 30, 2025. Prior to the expiration of this Agreement, the parties may mutually agree to renew this Agreement as indicated in Paragraph 3.3 below.”

Delete paragraph 3.2, insert the following:

“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, 2025, unless renewed as provided for herein.”

Delete paragraph 3.3, insert the following:

“As the current General Assembly cannot commit a future General Assembly to expenditure, this Agreement shall expire no later than June 30, 2025. This contract may be renewed, at ODA’s option, for a period of one (1) year upon the same terms contained herein.”

4. IV. ODA’S OBLIGATION TO FUND

Delete paragraph 4.1, and insert the following:

“Subject to the terms and conditions of this Agreement, upon execution of this Agreement, ODA shall obligate the sum of \$309,578.00 (Three Hundred Nine Thousand Five Hundred Seventy-Eight Dollars and 00/100 Dollars) for the acquisition by Local Sponsor of agricultural easements for the parcels approved by the Director of ODA.”

5. Exhibit A – Scope of Work

Delete paragraph F, insert the following:

“The parties shall mutually agree to a closing date, but in no event later than June 30, 2025 unless otherwise agreed in writing by ODA.”

6. Except as amended herein, the Agreement shall in full force and effect in accordance with its terms.

7. 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.

NOW THEREFORE, through their authorized representatives, the parties have caused this Amendment to be executed on the last day and year set forth below.

FOR THE LOCAL SPONSOR:

By: _____ Date: _____

print name

print title

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

FOR THE STATE OF OHIO,
OHIO DEPARTMENT OF AGRICULTURE

By: _____ Date: _____

Brian Baldrige
Director

This instrument was prepared by:
Ohio Department of Agriculture
8995 East Main Street
Reynoldsburg, Ohio 43068-3342

Exhibit 1 to Amendment 1
Photocopy of Cooperative Agreement

.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 24th day of April 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)



2/7/2023

Steven Davis
(print name)

President to the Fairfield Co. Board of Commissioners
(print title)

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

OHIO DEPARTMENT OF AGRICULTURE

Date:

E-SIGNED by Tracy Intihar
By: on 2023-04-24 16:09:51 EST

Signed on
behalf of
Brian Baldridge

2023-04-24 16:09:51 UTC

Brian Baldridge
Director

Approved:

Date:

E-SIGNED by Natalie N. Hylton
By: on 2023-04-24 15:48:13 EST

2023-04-24 15:48:13 UTC

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 [**XXXX,XXX.00**].
- 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.
 - The estate or interest in the land that is covered by the policy must be Easement Interest.
 - The title vested in the interest being acquired by ODA should be as stated on the first page of the Deed of Agricultural Easement.
 - 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.
- 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**.
- Notify ODA immediately if these exceptions cannot be deleted from the final title policy.
 - 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.
 - The above-mentioned exception **7** can be deleted since ODA is purchasing an owner's policy and not a loan policy.
 - 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**.
- 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.

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 \$XX,XXX.00	Original	Sent directly to Closing Agent	X (deposited per escrow agreement)		
ODA Closing Instructions (w/ LS and Title Agent Signature)	Original	X	X		X
Most recent ODA title commitment (for reference)	Copy	X			
Escrow Agreement including ODA as third party	Original (Revised) Copy (Initial)	X	X (Original Revised)		X (Original Revised)
Corporate Resolution					
Deed of Agricultural Easement, 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 Insurance (ALTA) for ODA	Original				X (Original)
Settlement Statement (HUD-1)	Original		X (ODA must sign before closing)		X (Original)
Owner's/Seller's Affidavit	Copy				X (Copy)
Local Sponsor's Policy (for 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). 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.

Document/Description	Check when complete	
	Title Agent to LS	LS to ODA
1. Provision of 90-year chain of title* – provide source documents for deeds showing chain for 90 years. a. Deeds must be provided which demonstrate conveyance of each tract and/or parcel of land. 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**: a. Provide Articles of Incorporation or Organization, as applicable. b. By-laws or Code of Regulations, as applicable. c. Provide Corporate Resolution or Minutes of Meeting approving sale of easement to ODA. 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> . a. Assignments of leases should be provided. 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 First Amendment to 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 2/2/2024 8:49:02 AM by Steven Darnell,

Resolution No. 2024-02.13.n

A Resolution to Enter into the First Amendment to 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 15, 2024; and

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

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

Prepared by: Auditor/Finance
cc: Finance Office

Department									
Check #	Check Date	Vendor #	Vendor Name	Invoice #	Invoice Date	PO #	Warrant	Line Item Description	Amount
1200	COMMISSIONERS ADMIN								
	Fund: 1001 - GENERAL FUND								
1583353	02/15/2024	80132	AUNDREA N CORDLE	1/27/24	01/27/2024	24000059	C0213	OHPELRA CONFERENCE 2024	114.65
1583354	02/15/2024	82133	JEFF PORTER	1/27/24-1/30/24	01/27/2024	24000066	C0213	OHPELRA CONFERENCE	393.41
TOTAL: COMMISSIONERS ADMIN									508.06

INVOICES BY DEPARTMENT

02/15/2024 to 02/15/2024

Department

Check #	Check Date	Vendor #	Vendor Name	Invoice #	Invoice Date	PO #	Warrant	Line Item Description	Amount
1201	COMM-ECONOMIC DEV								
	Fund: 7831 - WRKFCE INN OPP ACT 20/21								
5394171	02/15/2024	2043	ROSS COUNTY JFS	WIOA ADULT 1.26.24	01/26/2024	24000549	C0213	WIOA ADULT 1.26.24	76,486.46
TOTAL: COMM-ECONOMIC DEV									76,486.46

INVOICES BY DEPARTMENT

02/15/2024 to 02/15/2024

Department

Check #	Check Date	Vendor #	Vendor Name	Invoice #	Invoice Date	PO #	Warrant	Line Item Description	Amount
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Summary Total for this report: \$76,994.52

Commissioner Steven A. Davis

Commissioner Jeffrey M. Fix

Commissioner David L. Levacy

Date

Resolution No. 2024-02.13.o

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

(Fairfield County Commissioners)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

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