2025 - SUPERVISORS JOURNAL – PICKAWAY SWCD
REGULAR MEETING HELD FEBRUARY 18, 2025

THE BOARD OF SUPERVISORS OF THE PICKAWAY SOIL AND WATER CONSERVATION DISTRICT MET IN REGULAR SESSION AT 8:00 A.M. ON THIS DATE AT THE PICKAWAY COUNTY SERVICE CENTER BUILDING, 110 ISLAND ROAD, CIRCLEVILLE, OH 43113 IN THE 2ND FLOOR CONFERENCE ROOM.

DEWEY CALLED THE MEETING TO ORDER AT 8:01 A.M.

Dewey Mann – Yes, Matt Anderson – Yes, Liza Musselman – Yes, Bill Black – Yes, Jonathan Lohstroh – Yes

THE FOLLOWING SWCD PERSONNEL WERE PRESENT:

Tawn Seimer – No, Katerina Sharp – Yes, Brad Hughes – Yes, Adriahna Karr – No, Katherine Shauger – Yes, Jade Collie – No

THE FOLLOWING NRCS PERSONNEL WERE PRESENT:

Justin Armintrout – Yes, Megan Sweeney – No, Matt Mauzy – No

THE AREA 5 PROGRAM SPECIALIST WAS PRESENT:

Cody Hacker – Yes

VISITORS OR GUESTS PRESENT: Circleville FFA members – Amelia, Allie, Katie

MINUTES RECORDER: Katerina

PUBLIC/AGENCY COMMENTS:

Circleville FFA members gave a presentation on the Denver Trip PSWCD helped to sponsor.

IN THE MATTER OF APPROVING MINUTES FROM THE PREVIOUS MEETING:

Matt moved, seconded by Bill to approve minutes for the regular board meeting held January 21, 2025. Motion passed.

Vote on Motion (Y, N or A): Matt Anderson – Yes Liza Musselman – Yes Bill Black – Yes
Jonathan Lohstroh – Yes Dewey Mann – Yes

IN THE MATTER OF APPROVING THE DISTIRCT FUND BILLS/STATEMENT:

Bill moved, seconded by Matt to approve the January 2025 District Fund Financial Statement ***(Attachment A).*** Motion passed.

Vote on Motion (Y, N or A): Matt Anderson – Yes Liza Musselman – Yes Bill Black – Yes
Jonathan Lohstroh – Yes Dewey Mann – Yes

IN THE MATTER OF APPROVING THE SPECIAL FUND BILLS/STATEMENT:

Matt moved, seconded by Liza to approve the January 2025 Special Fund Financial Statement ***(Attachment B).*** Motion passed.

Vote on Motion (Y, N or A): Matt Anderson – Yes Liza Musselman – Yes Bill Black – Yes
Jonathan Lohstroh – Yes Dewey Mann – Yes

IN THE MATTER OF REVIEWING THE DISTRICT STAFF ACTIVITY REPORTS:

The board reviewed the district staff activity reports.

IN THE MATTER OF REVIEWING NRCS UPDATES:

NRCS employees have a teleconference today with state conservationist for updates regarding federal news. All programs are currently on hold. EQIP & CSP applications in ranking process, but otherwise progress is also paused until we know what's happening with IRA Money. CRP meetings are coming up. Melanie has a Scioto CREP workshop planned for February 25th at Fayette County USDA Service Center from 9 A.M to Noon.

IN THE MATTER OF A NEW CHAIRMAN FOR ELECTION COMMITTEE:

Liza Musselman was selected to serve as the 2025 chairman for the election committee.

FYI – Jonathan & Dewey will be attending the Pheasants Forever Banquet on March 1, 2025.

FARM BUREAU MEETING UPDATE – AG DAY AND ANNUAL MEETING:

Katerina shared an update from the February Pickaway County Farm Bureau Meeting. Currently working with the fairgrounds to determine the terms of a 5-year contract for Ag Day. Reached out to a possible location for the Annual Meeting/Banquet – The Old Barns at Dry Run Farms. Received a quote for $150/hour plus $100 cleaning fee. Date selected for Wednesday, August 13, 2025.

Jonathan moved, seconded by Liza to approve the above quote and date for the Annual Meeting at The Old Barns at Dry Run Farms.

Vote on Motion (Y, N or A): Matt Anderson – Yes Liza Musselman – Yes Bill Black – Yes
Jonathan Lohstroh – Yes Dewey Mann – Yes

DISUCSSION ON LIST OF AGENICES TO INVITE TO BOARD MEETINGS AND INVITE LETTER.

The letter looks good to use. Staff will group agencies together by month and send list to board to give the go ahead for the invite letters.

IN THE MATTER OF SUBSIDY AGREEMENT BETWEEN ODA & PICKAWAY SWCD ON DROUGHT ASSITANCE PROGRAM:

Matt moved, seconded by Jonathan to approve the Subsidy Agreement between ODA & Pickaway SWCD. ***(Attachment C)*** Motion passed.

Vote on Motion (Y, N or A): Matt Anderson – Yes Liza Musselman – Yes Bill Black – Yes
Jonathan Lohstroh – Yes Dewey Mann – Yes

IN THE MATTER OF APPROVING MAKING PAYMENTS FOR THE ODA DROUGHT ASSITANCE PROGRAM:
Matt moved, seconded by Bill to give the District staff permission to make producer payments for the ODA Drought Assistance Program based off the payment amounts listed on the ODA spreadsheet provided to the District, as the application process is completed by producers. Motion passed.

Vote on Motion (Y, N or A): Matt Anderson – Yes Liza Musselman – Yes Bill Black – Yes
Jonathan Lohstroh – Yes Dewey Mann – Yes

IN THE MATTER OF EMPLOYEE LEAVE REPORTS:

Bill moved, seconded by Matt to approve the Employee Leave Reports as of pay period end dates 1/25/2025 and 2/18/2025 ***(Attachment D & E).*** Motion passed.

Vote on Motion (Y, N or A): Matt Anderson – Yes Liza Musselman – Yes Bill Black – Yes
Jonathan Lohstroh – Yes Dewey Mann – Yes

IN THE MATTER OF SUMMER INTERN JOB DESCRIPTION:

Jonathan moved, seconded by Liza to approve the job description and pay range with edits for the summer education intern. Motion passed.

Vote on Motion (Y, N or A): Matt Anderson – Yes Liza Musselman – Yes Bill Black – Yes
Jonathan Lohstroh – Yes Dewey Mann – Yes

FYI - TREE SALE UPDATE:
Today is final day to order trees. Final order numbers so far are: 76 people, 225 bundles of trees, 47 other items, and 460 flags.

IN THE MATTER OF CONSERVATION FARM FAMILY AWARD APPS DUE MAY 2ND:

Staff will provide a list next meeting**.**

IN THE MATTER OF OHIO ENVIORTHON DONATION:

Matt moved, seconded by Jonathan to approve the district to be a Silver Level Sponsor at $200.00 total. $100 to each fund: Don Rehl Memorial Fund & Reeve's Rookies Fund. Motion passed.

Vote on Motion (Y, N or A): Matt Anderson – Yes Liza Musselman – Yes Bill Black – Yes
Jonathan Lohstroh – Yes Dewey Mann – Yes

FYI – Cash Basis Report uploaded on February 5, 2025.
FYI – State Match Report – Final payment for year will be coming in April.
FYI – Calendar of Events
FYI – Quarterly Report for County Commissioners – Update on building.
FYI – ODA Updates for Area 5 (February Report) & Supervisor Training Dates – Cody gave an update on both of these items. Dates for supervisor trainings are: March 27, April 24, June 26, August 28, and November 20.
FYI – Conservative Tillage Conference March 11-12 – great opportunity if any staff want to attend.

THE MATTER OF ADJOURNING THE PICKAWAY SWCD BOARD MEETING:

It was moved by Matt, seconded by Jonathan to adjourn the February 18, 2025 Pickaway Soil & Water Conservation District meeting of the board at 9:23 a.m. Motion passed.

Vote on Motion (Y, N or A): Matt Anderson – Yes Liza Musselman – Yes Bill Black – Yes
Jonathan Lohstroh – Yes Dewey Mann – Yes

The next regular board meeting is scheduled for **Tuesday, March 18, 2025 at 8:00 a.m.** in the Conference Room located at the Pickaway County Service Center, 110 Island Road, Circleville, OH 43113.

_____ _____
Dewey Mann – Chairperson Date Matt Anderson – Secretary Date

_____
Minutes Recorder Date

PICKAWAY SOIL AND WATER CONSERVATION DISTRICT
DISTRICT FUND FINANCIAL STATEMENT
January 1 through January 31, 2025

	Beginning Balances			
	Money Market Checking Account			
	Unencumbered Funds	$66,368.73		
	Engineering Fee encumbered	-		
	Engineering Fees Received	154.98		
	Technical (Contribution Agreement/NRCS & Fees colected)	26,058.74		
	Affiliate/Scholarship Fund	3,702.69		
	Ag Day Program	-		
	Education Programs	1,038.07		
	EE Camps	2,118.79		
	Total MMA Checking Account		$99,442.00	
	Regular Checking Account		31,317.85	
	Petty Cash		150.00	
	Change Fund		100.00	
	Total District Accounts			**$131,009.85**
Ref				
several	Affiliate Memberships	$ 3,780.00		
several	Fish Sale	$ 379.00		
several	Tree Sale	$ 2,192.00		
5516	Flag sale	$ 12.00		
5552	EE Camp Regostration	$ 30.00		
	Sales Tax Received for the Month	$ 173.54		
5569	Regular Checking Interest	$ 28.63		
	Total Receipts - Regular Checking Income		$6,595.17	
5570	MMA Checking Interest	$ 84.49		
	Total Receipts – MMA Account		$84.49	
	Total Receipts - Petty Cash		$0.00	
	Total Receipts – Regular & MMA & Petty Cash Accounts			**$6,679.66**
Ref	**Expenses**			
C2414	Visa - Education Suplies	$ 70.07		
C2414	Visa - Batteries, keyboard, staps for gator	$ 124.30		
C2414	Visa - QuickBooks and Adobe subscription	$ 274.77		
C2415	DLT Solutions - Subscription renewal for 2 seats of AutoCAD	$ 2,544.16		
C2416	Pickaway Co 4H Committee - Forestry Camp & Natural resources	$ 420.00		
C2417	Ohio Treasurer of State - Sales tax for July - Dec 2024	$ 10.80		
C2418	Pickaway Co Farm Bureau - Office membership - Rep Katerina	$ 95.00		
C2419	Area 5 Envirothon - donation to fund	$ 100.00		
C2420	Capital One/Salmart - Envirothon gift basket for Federation Mtg.	$ 81.88		
	Total Expenses Regular Checking		$3,720.98	
	Total Expenses MMA Checking		$0.00	
	Petty Cash			
		$ -		
	Total Expenses for Petty Cash		$0.00	
	Total Expenses			**$3,720.98**
	Ending Balances			
	Money Market Checking Account			
	Unencumbered Funds	$62,643.22		
	Engineering Fee encumbered	-		
	Engineering Fees Received	154.98		
	Technical (Contribution Agreement/NRCS & Fees colected)	26,058.74		
	Affiliate/Scholarship Fund (+$3,780.00)	7,482.69		
	Ag Day Program	-		
	Education Programs	1,038.07		
	EE Camps (+30.00)	2,148.79		
	Total MMA Checking Account		$99,526.49	
	Regular Checking Account		34,192.04	
	Petty Cash		150.00	
	Change Fund		100.00	
	Total District Accounts			**$133,968.53**

Prepared by: Tawn Siemer 2/5/2025 (Date) Checked by: Katerina Sharp 2-5-25 (Date)

Board Chair 2/18/25 (Date)

PICKAWAY SOIL AND WATER CONSERVATION DISTRICT
SPECIAL FUND FINANCIAL STATEMENT
January 1 through January 31, 2025

Beginning Special Fund Balance		**$742,307.98**
REVENUE		
State Match (Jan - Mar)	$ 46,240.00	
County Match for 2025	$ -	
Bureau of Workers Comp refund	$ 44.85	
Total Special Fund Revenue		**$46,284.85**
EXPENSES		
SALARIES (2 pay periods 1 & 2)	$27,275.00	
PERS	3,750.74	
MEDICARE	384.85	
MEDICAL INSURANCE & DENTAL & LIFE	3,811.05	
BUREAU OF WORKERS COMP - TRUE UP 2024	288.90	
SUPPLIES		
Office Mart - copy paper & labels	56.58	
CONTRACT - SERVICES		
Verizon Wireless (Then & Now)	124.87	
Frontier - Phone (Then & Now)	102.60	
Quench - water filter lease - Jan	48.77	
Quench - water filter lease - Nov (Then & Now)	48.77	
Spectrum - January	104.99	
Xerox Financial Services (Copier lease) (Then & Now)	453.92	
TRAVEL & EXPENSES		
Visa - Fuel (Then & Now)	64.29	
ADVERTISING & PRINTING		
Taylor Printing, LLC - January Newsletter 1074 pcs	1,411.26	
Total Special Fund Expenses		**$37,926.59**
Ending Special Fund Balance		**$750,666.24**

Prepared by: Tawn Seimer 2/4/2025 Date

Checked by: Katerina Sharp 2-5-25 Date

Chair 2/18/25 Date

SUBSIDY AGREEMENT
BETWEEN
PICKAWAY SOIL & WATER CONSERVATION DISTRICT
AND
OHIO DEPARTMENT OF AGRICULTURE
DIVISION OF SOIL AND WATER CONSERVATION

This Agreement is made and entered by and between the State of Ohio, acting by and through the Ohio Department of Agriculture (hereinafter "ODA"), with offices located at 8995 East Main Street, Reynoldsburg, Ohio 43068 and Pickaway Soil and Water Conservation District (hereinafter "Grantee"), with a mailing address as 110 Island Rd, Suite D, Circleville, OH 43113.

WHEREAS, 135th General Assembly ("General Assembly") approved S.B. 54 to provide $10 million to be transferred to the Soil and Water Conservation Assistance Fund (5BVO 700661) for drought assistance;

WHEREAS, ODA seeks to follow the General Assembly's intent by administering the funding and providing funds to Soil and Water Conservation Districts ("SWCD") in counties designated as primary natural disaster areas by the United States Department of Agriculture ("USDA") Secretary of Agriculture between August 19th and September 16th, 2024 due to drought;

WHEREAS, ODA, through Grantee, will make available and distribute drought funding to eligible livestock producers that participated in and received funding through the USDA Farm Service Agency's Livestock Forage Disaster Program ("FSA LFP");

WHEREAS, USDA FSA LFP program provided compensation to eligible livestock producers that suffered grazing losses in 2024 due to drought, the available state funding will be used to provide additional compensation to eligible FSA LFP program participants;

NOW THEREFORE, in consideration of the mutual advantages resulting from such cooperation, and the respective advantages assumed hereunder, it is mutually agreed between the parties as follows:

Article I – Authority

A. Pursuant to Ohio Revised Code ("ORC") Sections 901.051 and 939.06, ODA has the authority to enter into cooperative agreements with other state agencies and political subdivisions to accomplish tasks and objectives consistent with ODA's purpose and mission.

B. Grantee is a political subdivision of the State as set forth in ORC Section 940.03.

C. ODA and Grantee hereby enter into this Agreement with the primary objective to provide funding and make payments to livestock producers who suffered losses due to the 2024 drought, and participated in USDA's FSA LFP.

Article II – Grantee Responsibilities

A. Grantee shall implement a program to make payments to eligible livestock producers who received compensation through USDA FSA's LFP program. Producer payments will be determined by ODA and will be based on a percentage of the individual producer's net USDA LFP payment amount.

B. Grantee shall accept applications from February 15, 2025 through April 1, 2025. Eligible livestock producers must complete an application with the Grantee to be eligible to receive payment.

   i. Payments can only be made for losses in counties designated as primary natural disaster areas by the USDA Secretary of Agriculture between August 19th and September 16th, 2024, which includes: Athens, Belmont, Carroll, Fairfield, Fayette, Franklin, Gallia, Guernsey, Harrison, Highland, Hocking, Jackson, Jefferson, Lawrence, Licking, Madison, Meigs, Monroe, Morgan, Muskingum, Noble, Perry, Pickaway, Pike, Ross, Tuscarawas, Vinton & Washington

C. Grantee shall receive, hold, and disperse funds in accordance with ODA guidelines.

D. Upon the written request of ODA, Grantee shall transfer surplus funds to ODA or another ODA-approved, SWCD program Grantee where additional funds are needed to meet program obligations in its county.

E. Grantee shall provide reports to ODA as requested during the sign-up period. Grantee shall provide a final report to ODA at the end of the sign-up period that documents expenditures of funds. Reports shall document producers receiving funds and eligibility verification.

F. Grantee shall contact ODA if additional funds are needed to make payments to eligible producers.

G. Grantee shall make payments to eligible producers as soon as possible and in a timely manner.

H. Grantee is prohibited from making any payments to eligible board members or staff of the same Grantee SWCD.

I. Upon written notice from ODA, Grantee shall make payments to assigned eligible SWCD board members and staff of other program Grantees. Grantee shall report all payments made to board members and staff to ODA.

J. Grantee agrees and covenants that it shall (i) keep and maintain all personal identifiable Information ("PII"), i.e., information that directly identifies an individual such as social security numbers, driver's license numbers, taxpayer identification numbers, financial account numbers, bank account numbers, etc., in strict confidence, using such degree of care as is appropriate to avoid unauthorized access, use or disclosure; (ii) use PII solely and exclusively for the purpose which the program participant shares or provides it to Grantee under this Agreement, (iii) not use, transfer, sell, rent, distribute or otherwise disclose PPI for the Grantee's benefit or for any other purpose without written consent from program participant; (iii) Grantee must restrict circulation of PII within its organization and then only to people in the Grantee's organization that have a need to

know the PII to perform under this Agreement. Grantee will be liable for the disclosure of any PII not specifically authorized by this Agreement.

Article III – ODA Responsibilities

A. ODA shall make all efforts to make funding available to Grantee with initial payment made to Grantee in March 2025. The total award amount will be based on a percentage of the USDA LFP payments made in the Grantee's county. ODA will provide an allocation of funds and Grantee may request additional funds as needed providing funds are available.

B. ODA shall provide Grantee with technical assistance and expertise related to Grantee's responsibilities described herein.

C. ODA shall provide Grantee a list of eligible LFP producers and payment amount for each eligible producer. This list will be used by the Grantee to determine eligibility, sign-up, and payments made.

Article IV – Limitations

A. Sign-up under this Agreement shall not commence until Grantee has been officially notified by ODA to proceed.

B. Total liability for all counties involved in this program shall not exceed the sum of Ten Million and 00/100 Dollars ($10,000,000.00), (hereinafter "Grant Funds").

C. Grantee and ODA understand and intend that any obligation to pay under this Agreement shall constitute an expense of the State of Ohio and shall not in any way be construed to be a debt of the State of Ohio in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the State of Ohio, nor shall anything contained herein constitute a pledge of the general tax revenues, Grant or monies of the State of Ohio.

D. Grantee and ODA acknowledge that this Agreement is subject to ORC 126.07, which provides, in part, that financial obligations 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. All financial obligations of ODA under this Agreement are subject to the appropriation of sufficient funds of the General Assembly of the State of Ohio. If at any time enough funds are not appropriated to continue funding the payments due under this Agreement, the financial obligations of ODA will terminate on the date the appropriation expires, without any further obligation by ODA.

   None of the duties or obligations in this Agreement are binding on ODA until the following conditions are met:

   a. All statutory provisions under the Ohio Revised Code have been met.

   b. All necessary funds are made available by ODA.

E. Pursuant to Section 5739.02 of the Ohio Revised Code, the State is exempt from sales tax. Pursuant to Section 5741.02(C) of the Ohio Revised Code, the State is exempt from use tax.

F. Interest earned from Grant Funds shall be retained by the Grantee as an administrative fee for performing the obligations of this Agreement.

Article V – Required Records

A. Any payment made under this Agreement shall be for eligible livestock producers who received compensation through USDA FSA's LFP program. Payment shall be supported by producer applications, monthly payment reports, bank statements, cancelled checks, and other data, as appropriate, evidencing the costs incurred.

B. The Grantee shall keep and make available to the Ohio Auditor of State all books and records, financial or otherwise, pertinent to the administration and operation of this program for at least three fiscal years after the completion of the work under this agreement. Grantee shall keep such books and records in a manner consistent with the accounting procedures currently in use by the Grantee in a common file to facilitate audits by the Ohio Auditor of State. The Grantee will be responsible for the actual cost of all audits. ODA shall at any reasonable time have the right of access to and the right to review all books and records, financial or otherwise, pertinent to the administration and operation of this program.

C. Upon ODA's request, Grantee 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.

D. As stated in Article II, Paragraph E, Grantee shall provide reports to ODA as needed and a final report upon full expenditure of Grant Funds.

E. ODA and Grantee understand that all records associated with this Agreement and Grant Funds distributed thereof, constitute public records under ORC 149.011 and are subject to availability upon request as required under Ohio law.

Article VI – Default and Termination

A. This Agreement may be terminated by any party at any time and for any reason upon thirty (30) days written notice to the other parties.

B. If the Agreement is terminated at the request of Grantee, any remaining funds shall be refunded within 30 days of the termination.

C. If the Agreement is terminated by ODA, Grantee shall reimburse ODA for unexpended Grant Funds.

D. Upon such termination, Grantee shall furnish ODA a copy of all records as to the amount paid under this Agreement. Grantee shall return any remaining funds to ODA upon request.

E. Grantee shall be in default of this Agreement if Grantee fails to perform any of its obligations under this Agreement and such failure to perform continues uncured for more than thirty (30) days after written notice (a "Default Notice") from ODA.

F. ODA may demand repayment of Grant Funds improperly expended. In no case will the Grantee be required to refund Grant Funds in an amount that exceeds the Grant Funds awarded.

G. No remedy provided to ODA under this Agreement or otherwise by law or in equity is exclusive of any other available remedy. No delay or omission by ODA in exercising any right or power accruing upon any default shall impair any such right or power or be construed as a waiver, and each such right or power may be exercised from time to time as often as may be deemed by ODA to be expedient.

H. ODA may terminate this Agreement if: (i) Grantee admits Grantee's inability to pay its debts as such debts become due; (ii) Grantee commences bankruptcy or an involuntary bankruptcy occurs against Grantee which remains undismissed or unstayed for more than sixty (60) days; or (iii) ODA has reason to believe Grantee has failed to fulfill its obligations set forth in this Agreement. The events permitting early termination by ODA shall be considered a default by Grantee and subject to the remedies under paragraph (C) of this Section.

I. Within sixty (60) days after termination of this Agreement, Grantee shall provide ODA with a close out report detailing the total expenditure of Grant Funds.

J. Upon review of the aforementioned close out report, ODA shall determine whether Grantee shall be required to return any portion of the Grant Funds. This decision will be within the sole discretion of ODA.

K. Grantee shall surrender all reports, documents, and other materials assembled and prepared pursuant to this Agreement which shall become the property of ODA.

Article VII – Indemnification

Grantee shall be solely responsible for any and all claims and liability for personal injury, including death, or property damage resulting from negligent or intentional acts or omissions of Grantee and its employees while they are conducting the work performed under this Agreement. Further, Grantee agrees to defend and hold ODA harmless from loss, damage, or liability in case of claim or suit made against ODA by reason of any incident arising from, concerning, or in any way connected with the implementation, construction, operation, or maintenance of this Agreement.

Article VIII – Term

This Agreement shall be deemed to begin on the date last executed below and shall expire on June 30, 2025, unless terminated sooner in accordance with applicable provisions of this Agreement. Prior to and immediately thereafter, upon written mutual agreement, this Agreement may be extended.

Article IX – Excuse of Performance

A. The performance of this Agreement, except for the payments of money already made to eligible producers, may be suspended by any party for cause or causes beyond the reasonable control of such party.

B. 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 X - Warranties

A. Grantee shall comply with all applicable federal, state, and local laws in the performance of Grantee's obligations under this Agreement described herein as long as Grantee has any obligation to ODA or the State of Ohio under this Agreement. Without limiting the generality of such obligation, Grantee shall pay or cause to be paid all unemployment compensation, insurance premiums, workers' compensation premiums, income tax withholding, social security withholding, and any and all other taxes or payroll deductions required for all employees engaged by Grantee in connection with this Agreement.

B. Grantee agrees to comply with all requirements within its control necessary to preserve the tax status of all tax-exempt or tax-advantaged bonds the proceeds of which are used to provide the funding to Grantee set forth in this Agreement. Grantee shall be liable for any payments to the Internal Revenue Service or the U.S. Treasury as penalties. Grantee shall take all actions necessary to preserve the tax status of the bonds, and any other costs, resulting in whole or in part from actions taken by Grantee, including the failure of Grantee to comply with federal income tax laws applicable to such bonds.

C. Neither Grantee's personnel nor members 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 exercises any functions or responsibilities in connection with the review or approval of the understanding or carrying out of any such work, shall, prior to the completion of said work, voluntarily acquire a personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of the person's functions and responsibilities with respect to the carrying out of said work.

1. 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 ODA in writing. Thereafter he or she shall not participate in any action affecting the work under this Agreement, unless ODA shall determine that, in light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.

2. Grantee certifies that it does not have on staff, payroll, or otherwise employed for monetary compensation or not, any employee who, within the past twelve (12) months, was a public official or employee with ODA 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 Grantee.

D. Grantee represents and warrants to ODA that Grantee does not owe: (i) any delinquent taxes to the State of Ohio or a political subdivision of the State of Ohio; (ii) any moneys to the State of Ohio or a state agency for the administration or enforcement of any environmental laws of the State of Ohio; and (iii) any other moneys to the State of Ohio, a state agency, or a political subdivision of the State of Ohio that are past due, whether or not the amounts owed are being contested in a court of law.

E. Grantee hereby warrants and represents to ODA that all persons involved in the performance of work set forth under this Agreement are properly qualified, trained, competent, and possess any license, permit, certification, and registration necessary to lawfully perform said work.

F. Grantee agrees to comply with all applicable state and federal laws regarding drug-free workplace and shall make a good faith effort to ensure that all Grantee employees, while working on State property or performing work on behalf of the State, will not purchase, transfer, use, be under the influence of, or possess illegal drugs, non-medical cannabis (recreational marijuana), or alcohol, or abuse prescription drugs or medical marijuana in any way.

G. Grantee will comply with all state and federal laws regarding equal employment opportunity and fair labor and employment practices, including Section 125.111 of the Ohio Revised Code and all related Executive Orders.

H. Grantee warrants and represents to ODA that Grantee has made no false statements to ODA or any of their employees or agents in the process of obtaining the award of Grant Funds. Grantee acknowledges that any person who knowingly makes a false statement to obtain an award of financial assistance may be required under ORC 9.66(C) to repay such financial assistance and shall be ineligible for any future economic development assistance from the State of Ohio, any state agency or a political subdivision. In addition, any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to ORC 2921.13(F)(1).

I. Grantee by signature on this Agreement, certifies that it: (i) has reviewed and understands Ohio's ethics and conflict of interest laws as found in R.C. Chapter 102 and R.C. Sections 2921.42 and 2921.43, and (ii) will take no action inconsistent with those laws. Grantee understands that failure to comply with Ohio's ethics and conflict of interest laws is, in itself, grounds for termination of this Agreement and may result in the loss of other contracts or grants with ODA.

J. Grantee affirmatively states that it is fully aware of the restrictions and guidelines associated with the receipt of Grant Funds as described in this Agreement and intends to fully comply with and implement monitoring controls to ensure compliance with the same.

K. Grantee affirms to have read and understands Executive Order 2019-12D issued by Ohio Governor Mike DeWine and shall abide by those requirements in the performance of this Agreement and perform no services required under this Agreement outside of the United States. The Executive Order is available at the following website:

https://governor.ohio.gov/wps/portal/gov/governor/media/executive-orders/2019-12d

Grantee also affirms, understands, and agrees to immediately notify ODA of any change or shift in the location(s) of services performed by Grantee or its subcontractors under this Agreement, and no services shall be changed or shifted to a location(s) that are outside of the United States.

Article XI – Notice

Any notice or report required or permitted to be given under this Agreement shall be deemed to have been sufficiently given for all purposes if mailed by first class certified mail or registered mail or sent by commercial delivery to the following addresses of the parties or to such other address as either party may hereafter furnish to the other party.

Ohio Department of Agriculture	Ohio Department of Agriculture Attn: Kirk Hines 8995 East Main Street Reynoldsburg, Ohio 43068
Pickaway Soil and Water Conservation District	Pickaway Soil and Water Conservation District Attn: Jade Collie 110 Island Rd., Suite D Circleville, OH 43113

Article XII – Miscellaneous

A. This Agreement shall be governed by the laws of the State of Ohio as to all matters including, but not limited to, its validity, construction, effect and performance.

B. All actions regarding this Agreement shall be forumed and venued in a court of competent subject matter jurisdiction in Franklin County, Ohio.

C. This Agreement constitutes the entire agreement and understanding of the parties with respect to its subject matter. Any prior written or verbal agreement, understanding or representation between the parties or any of their respective officers, agents, or employees is superseded and no such prior agreement, understanding or representation shall be deemed to affect or modify any of the terms or conditions of this Agreement.

D. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.

E. This Agreement may not be amended or modified except upon such terms as both parties may agree in writing executed by authorized representatives of each party.

F. No act of forbearance or failure to insist on the prompt performance by Grantee of its obligations under this Agreement, either express or implied, shall be construed as a waiver by ODA of any of its rights under this Agreement or applicable law.

G. Section headings contained in this Agreement are inserted for convenience only and shall not be used in construing this Agreement.

H. Neither this Agreement, nor any rights, duties, or obligations of Grantee pursuant to this Agreement, shall be assigned by Grantee without the prior express written consent of ODA, which shall not be unreasonably withheld. Any purported assignment not made in accordance with this paragraph shall be void.

I. Copies of signatures sent by facsimile transmission or provided electronically in portable document format ("PDF") shall be deemed to be originals for purposes of execution and proof of this Agreement.

J. This Agreement is a public record in accordance with ORC 149.43 and shall be released by ODA if requested or otherwise determined by law.

IN TESTIMONY WHEREOF, Grantee and ODA have caused this Agreement to be executed by their respective officers duly authorized as of the date on which the Director of the Department of Agriculture signs this Agreement.

For **Grantee, Pickaway Soil and Water Conservation District**

Print Name: Andrew "Dewey" Mann

Title: Board Chair

Signature: Andrew "Dewey" Mann

Date: 2/18/2025

For **Ohio Department of Agriculture**

Print Name: Brian Baldridge

Title: Director

Signature: _____

Date: _____

Pickaway SWCD Leave Report
Pay Period #3 (1/12/2025 - 1/25/2025)

Annual Leave

Employee	Begin	Earned	Used	End
Adriahna Karr	75.68	4.60	8.00	72.28
Brad Hughes	178.10	6.20	0.00	184.30
Jade Collie	21.00	3.10	0.00	24.10
Katerina Sharp	71.25	4.60	0.00	75.85
Katherine Shauger	45.17	4.60	0.00	49.77
Tawn Seimer	179.51	7.70	0.00	187.21

Annual Leave Total 593.51

Sick Leave

Employee	Begin	Earned	Used	End
Adriahna Karr	158.32	4.76	0.00	163.08
Amelia Tarbill	17.99	0.23	0.00	18.22
Brad Hughes	127.57	5.00	0.00	132.57
Jade Collie	11.15	4.86	0.00	16.01
Katerina Sharp	728.88	4.99	0.00	733.87
Katherine Shauger	276.18	4.76	0.00	280.94
Tawn Seimer	1,866.15	4.70	0.00	1,870.85

Sick Leave Total 3,215.53

Comp Time

Employee	Begin	Earned	Used	End
Adriahna Karr	49.88	4.13	3.00	51.01
Brad Hughes	14.01	10.50	0.00	24.51
Jade Collie	18.00	6.75	0.00	24.75
Katerina Sharp	53.55	0.13	0.00	53.68
Katherine Shauger	9.25	4.13	0.00	13.38
Tawn Seimer	13.82	2.63	2.00	14.45

Comp Time Total 181.77

Signature of Preparer: Tawn Seimer 1/27/2025
Date

Signature of Reviewing Board Member: Liz Russell 2/18/25
Date

Pickaway SWCD Leave Report

Pay Period #4 (1/26/2025 - 2/8/2025)

Annual Leave

Employee	Begin	Earned	Used	End Balance
Adriahna Karr	72.28	4.60	0.00	76.88
Amelia Tarbill	0.00	0.00	0.00	0.00
Brad Hughes	184.30	6.20	0.00	190.50
Jade Collie	24.10	3.10	20.00	7.20
Katerina Sharp	75.85	4.60	0.00	80.45
Katherine Shauger	49.77	4.60	24.00	30.37
Tawn Seimer	187.21	7.70	8.00	186.91
			Annual Leave Total	**572.31**

Sick Leave

Employee	Begin	Earned	Used	End Balance
Adriahna Karr	163.08	5.02	8.00	160.10
Amelia Tarbill	18.22	0.52	0.00	18.74
Brad Hughes	132.57	4.63	8.00	129.20
Jade Collie	16.01	4.60	16.00	4.61
Katerina Sharp	733.87	5.02	0.00	738.88
Katherine Shauger	280.94	4.97	0.00	285.91
Tawn Seimer	1,870.85	4.60	0.00	1,875.45
			Sick Leave Total	**3,212.89**

Comp Time

Employee	Begin	Earned	Used	End Balance
Adriahna Karr	51.00	10.88	0.00	61.88
Brad Hughes	24.51	0.75	0.00	25.26
Jade Collie	24.75	0.00	24.00	0.75
Katerina Sharp (-10 hr comp pay out)	53.67	0.88	0.00	54.55
Katherine Shauger	13.38	9.75	0.00	23.13
Tawn Seimer	14.45	0.00	0.00	14.45
			Comp Time Total	**180.02**

Signature of Preparer: Katerina Sharp 2-11-2025
Date

Signature of Reviewing Board Member: 2/18/25
Date

Only approved timesheets are included in report calculation