

RESOLUTION APPROVING A RELOCATION ASSISTANCE AGREEMENT FOR PROPERTY LOCATED AT 42 WEST WALNUT STREET, JEFFERSON, OHIO

WHEREAS, the Ashtabula County Board of Commissioners is undertaking a county renewal project known as the Ashtabula County Public Safety Center; and

WHEREAS, the acquisition of real property located at 42 West Walnut Street, Jefferson, Ohio 44047, Parcel No. 26-034-00-057-00, will result in the displacement of the current property owner, Darlena S. Johnson; and

WHEREAS, the County is authorized pursuant to Section 303.37(G) of the Ohio Revised Code to provide relocation assistance to persons displaced by such projects; and

WHEREAS, the County has negotiated a Relocation Assistance Agreement with the property owner to provide fair and reasonable compensation for relocation-related expenses; and

WHEREAS, said Agreement provides for a one-time lump sum relocation payment in the amount of Twenty Thousand Dollars (\$20,000.00), to be paid at closing, as full and final compensation for relocation assistance; and

WHEREAS, the Agreement further provides for a post-closing occupancy period of up to ninety (90) days, but no later than August 31, 2026.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Ashtabula County, Ohio:

1. The Board hereby approves the Relocation Assistance Agreement between the Ashtabula County Board of Commissioners and Darlena S. Johnson for the property located at 42 West Walnut Street, Jefferson, Ohio.
2. The Board hereby authorizes the payment of a lump sum relocation payment in the amount of \$20,000.00 to the property owner at the time of closing, in accordance with the terms of the Agreement.
3. The Board hereby authorizes the President of the Board and/or designated County officials to execute the Relocation Assistance Agreement and any related documents necessary to carry out its terms.
4. The Board hereby authorizes the County Auditor to issue payment and the County Treasurer to process any required disbursement associated with the relocation payment.
5. This Resolution shall take effect immediately upon adoption.

**ASHTABULA COUNTY COMMISSIONERS
CERTIFICATION PAGE**

Resolution No. 2026-180

April 07, 2026

**RESOLUTION APPROVING A RELOCATION ASSISTANCE AGREEMENT FOR
PROPERTY LOCATED AT 42 WEST WALNUT STREET, JEFFERSON, OHIO**

Upon the motion of Kathryn L. Whittington, seconded by J.P. Ducro IV.

VOTE:

**Casey R. Kozlowski
Kathryn L. Whittington
J.P. Ducro IV**

**Aye
Aye
Aye**

CERTIFICATE OF CLERK

IT IS HEREBY CERTIFIED that the foregoing is a true and correct transcript of a resolution acted upon and duly passed by the Board of County Commissioners of Ashtabula County, Ohio, on the date noted above.

Crystal Sturgill
Crystal Sturgill, Clerk of the Board
Board of County Commissioners
Ashtabula County, Ohio

Acting

RELOCATION ASSISTANCE AGREEMENT
(County Renewal Project – Individual Property)

This Relocation Assistance Agreement ("Agreement") is made and entered into by and between the Ashtabula County Board of Commissioners ("County") and Darlena S. Johnson ("Property Owner"), effective as of the 7th day of April, 2026.

1. PURPOSE

This Agreement is entered into pursuant to the County's authority to prepare plans for the relocation of persons displaced by a county renewal project and to provide relocation assistance, including payments for moving expenses and losses of property not otherwise compensated.

The purpose of this Agreement is to set forth the terms and conditions under which the County will provide relocation assistance to the Property Owner in connection with the acquisition of property located at:

42 West Walnut Street, Jefferson, Ohio 44047
bearing permanent parcen number 26-034-00-057-00
(the "Property")

2. DETERMINATION OF DISPLACEMENT

The County has determined that the Property Owner will be displaced as a direct result of a county renewal project, specifically: the Ashtabula County Public Safety Center.

3. RELOCATION ASSISTANCE

Subject to the terms of this Agreement and applicable law, the County agrees to provide relocation assistance to the Property Owner as follows:

A. Moving Expenses

Payment or reimbursement for reasonable and necessary moving expenses, including but not limited to:

- Transportation of personal property
- Packing and unpacking
- Temporary storage (if necessary)
- Utility disconnection and reconnection costs

B. Incidental Expenses

Other reasonable out-of-pocket expenses directly related to relocation.

4. PAYMENT TERMS (LUMP SUM RELOCATION PAYMENT)

In lieu of reimbursement for individual relocation expenses, the County agrees to provide the Property Owner with a one-time lump sum relocation payment in the amount of: **\$20,000.00** ("Relocation Payment").

The Relocation Payment:

1. Shall be paid at closing.
2. Is intended to compensate the Property Owner for relocation-related costs, including but not limited to moving expenses, temporary housing, utility transfers, storage, and any incidental expenses.
3. Includes consideration of current market conditions, including increased housing costs and higher interest rates associated with the purchase of replacement housing.

4. Shall not require the submission of receipts or documentation of actual expenses.
5. Represents full and final compensation for relocation assistance, and no additional relocation payments shall be made by the County.
6. Shall not duplicate compensation otherwise provided to the Property Owner under the Purchase Agreement or from any other source.
7. May be funded in whole or in part by federal or state funds and is subject to applicable program requirements.

The Property Owner acknowledges and agrees that the Relocation Payment constitutes full satisfaction of any and all claims for relocation assistance arising from displacement due to the County's project.

5. POST-CLOSING OCCUPANCY

Notwithstanding the transfer of title to the County, the Property Owner shall be permitted to remain in possession of the Property for a period of **ninety (90) days following the date of closing, but in no event later than August 31, 2026** (the "Occupancy Period"), consistent with the terms of the Purchase Agreement.

During the Occupancy Period:

- The Property Owner shall not be required to pay rent to the County.
- The Property Owner shall be responsible for routine utilities and ordinary upkeep.
- The Property Owner shall not assign, sublease, or otherwise transfer occupancy rights.

The Property Owner agrees to vacate the Property on or before (i) the expiration of ninety (90) days following closing, or no later than (ii) **August 31, 2026**.

Given that the structures on the Property are intended for demolition, the Property Owner shall not be required to leave the Property in broom-clean condition. The Property Owner is expressly permitted to remove any and all personal property, fixtures, and improvements—whether permanent or non-permanent—prior to vacating the Property. Any items remaining on the Property after vacating shall become the property of the County and may be disposed of at the County's discretion.

6. RELOCATION COORDINATION

The parties acknowledge that the Occupancy Period is intended to provide the Property Owner with sufficient time to complete relocation.

The Property Owner agrees to:

- Actively pursue relocation during the Occupancy Period

The County agrees to:

- Process relocation assistance payments in a timely manner

7. NO DUPLICATION OF BENEFITS

Relocation payments made under this Agreement shall not duplicate any other compensation received by the Property Owner for the same purpose.

8. COMPLIANCE WITH LAW

This Agreement shall be administered in accordance with all applicable federal, state, and local laws, including any requirements tied to funding sources.

9. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the parties regarding relocation assistance and supersedes any prior discussions or representations.

10. AMENDMENTS

This Agreement may be amended only by written agreement signed by both parties.

11. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

12. SIGNATURES

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

ASHTABULA COUNTY BOARD OF COMMISSIONERS



Casey Kozłowski, Board President



Kathryn Whittington, Board Vice-President



J. P. Ducro IV, Commissioner

Date: 4/7/2026

ATTEST:



Lisa Hawkins, Clerk of the Board

PROPERTY OWNER



Darlena S. Johnson

Date: _____