

MINUTES OF BOARD MEETING
FEBRUARY 14, 2022

The meeting of the Trustees of Lane Public Library was held on Monday, February 14, 2022, at the Lane Community Technology Center with Trustees Ms. Nancy O'Neill, Ms. Marcia Koenig, Dr. Brenda Dales, Ms. Sandy Pizzano, Ms. Karen Whalen, Mr. Jake Richards, and Ms. Joni Copas.

Joseph Greenward, Director, Rob Carringer, Fiscal Officer, and Amanda Toth, Manager of the Lane Community Tech Center were also in attendance.

1) The meeting was called to order by Ms. O'Neill

2) Director and Fiscal Officer Reports

a. Director's Report

We had no disruptions to service or significant staff absences due to COVID over the past month. We will be reevaluating the current staff masking requirement over the next couple of weeks. We received 564 test kits from ODH last Friday. It was the first shipment we had received since the day of our last Board meeting. The current shipment is the unproctored/over-the-counter tests. So far, ODH cannot provide details on the regularity or quantity of future shipments.

Due to a general increase in book challenges at schools and libraries throughout the country, we reviewed Lane's Reconsideration of Library Materials procedure and the ALA Bill of Rights, which we adhere to for our collection development policy.

Fairfield will be launching their Seed Library in March, following the same procedures as Hamilton and Oxford. They were able to get donations from Home Depot, Lakeview Garden Center, Herman's Garden Center, Burpee and High Mowing Seeds, so they will launch with a strong collection of seeds available.

One City, One Book has announced their title for the 2022 program, which is The Daughters of Yalta by Catherine Grace Katz. The author event will be at Miami Hamilton on October 20th. The program this year is being led by Miami's Colligan Project and the One City, One Book committee, but Lane will continue to support the initiative with book purchasing, book discussion groups and publicity.

Our strategic planning groups have finalized drafts for each section of the new strategic plan. We will be reviewing the plan in its entirety at our Council meeting this month, and it should be ready for the Board's review in March.

OLC will hold their Library Trustee Worskhop on March 12th, 8:45-4:15 at the OLC offices in Columbus. It will also be available as a virtual event. Registration deadline is March 4th. Please let Rob know if you would like to attend this workshop in person or virtually.

b. Fiscal Officer's Report

The PLF for through February 2022 was \$97 thousand higher than the same period a year ago. General Operating Expenses for January 2022 were \$833 thousand. About \$64 thousand higher than January 2021. January expenses are usually higher than the monthly average due to annual payment of the McNaughton Book Leasing Agreement. Making this lump sum payment in January saves the Library about \$6 thousand. In addition, Salaries and Benefits increased about \$57 thousand compared to January, 2021.

During this time of year, the Finance and Business Office are very busy with the end of year and new year activities. For instance, prior year purchase orders are reviewed to determine if they should be carried over to the new year. If possible, we like to keep the carry-over purchase orders to a minimum amount. The 2022 Appropriations Budget is entered and posted to the accounting program. This allows the Business Office to start preparing and entering purchase orders for 2022. Which gives us the ability to pay vendors.

In addition, annual reports are prepared for County and State Auditors. We were also in the process of completing the conversion to the ADP Payroll System. By moving back to ADP, the Library will save several thousand dollars annually. Sometime in late March, we will begin the preparing the Tax Budget for 2023.

3) All items under the consent agenda were approved by a motion of Ms. Koenig, seconded by Ms. Copas with all members present voting in the affirmative. The items under the consent agenda were:

- a. Approval of the minutes of January 10, 2022 Board Meeting
- b. Acceptance of the Fiscal Officer's Financial Statements for January 2022 - \$22,506,889.11
- c. Approval of investments as of January 31, 2022 - \$17,818,562.72
(Exhibit #2022-01-01)
- d. Approval and acknowledgement of gifts received in the month of January 2022
(Exhibit #2022-01-02)
- e. Approval of staff changes for January 2022 **(Exhibit #2022-01-03)**
- f. January 2022 Stats **(Exhibit #2022-01-04)**

4) Citizen's Input: None

5) Old Business: None

6) New Business

a) Overview and Tour of the Lane Community Technology Center – Amanda Toth

The new Lane Community Technology Center construction was completed in the summer of 2020. Due to the COVID pandemic, the Technology Center was closed for a period of time and then gradually was reopened in late 2020 and finally returned to regular hours later in 2021.

Since Board Members had not seen the new facility, it was decided to have the February 2022 Board Meeting at the Lane Community Technology Center.

Amanda Toth, Manager of the Tech Center, spoke to the Board about her experience with the Library and at the Tech Center. Ms. Toth started as a Shelver and continued up the ladder as Librarian then to Manager. Ms. Toth gave some history of the Tech Center itself, and our move to the new building. She spoke about the types of programs offered at the Technology Center - from basic computer lessons, to resume classes, all the way up to designing a custom item to be printed on our 3D printers. The staff at the Tech Center have all been trained on the various machines we have, but each staff member has their own specialties as well, such as graphic design, art, 3D printing, the library's digital resources, and more. In addition, Ms. Toth gave a tour of the building, explaining the purpose of each room, as well as showing examples of the sorts of projects patrons can do on each of the machines.

The Board seemed very pleased with presentation and the services the Tech Center provides for their patrons.

b) Purchase of Property for the new Lane Fairfield Township Library Branch.
(Exhibit # 2022-01-05)

The Library has been in discussion with Fairfield Township to purchase 7.2306 acres of land on the corner of Hamilton-Mason Road and Gilmore Road for the construction of a new library branch. A Letter of Intent (LOI) has been agreed to by both parties and we are waiting for the document to be signed. At this time, we would like the Board to approve the purchase of the property for \$685,500 plus any closing costs.

Mr. Richards presented a motion to approve the purchase of the property, as described in the Letter of Intent, 7.2306 acres, more or less, being the western portion of the property identified as Butler County Auditor's Parcel ID No. A0300-025-000-008, for \$685,500.00 plus any closing costs.

This was seconded by Ms. Pizzano and approved by roll call vote:

Ms. Sandra Pizzano	Aye
Ms. Nancy O'Neill	Aye
Ms. Marcia Koenig	Aye
Ms. Joni Copas	Aye
Dr. Brenda Dales	Aye
Mr. Jake Richards	Aye
Ms. Karen Whalen	Aye

7) General Comments

a. The meeting was adjourned at 5:00 p.m. on a motion from Ms. Whalen, seconded by Dr. Dales with all members present voting aye.

b. The next regularly scheduled meeting of the Board will be held on Monday, March 14, 2022 at 4:00 P.M

Respectfully submitted,

Ms. Nancy O'Neill
President

Dr. Brenda Dales
Secretary

LPL INVESTMENTS
As of January 31, 2022

Exhibit #2022-01-01

BANK	PURCHASE DATE	INVESTMENT AMOUNT	NO. OF DAYS	INTEREST RATE	MATURITY DATE	INTEREST TO BE EARNED	BANK NO.	FUND
FIRST FINANCIAL	Feb 1 2022	\$ 82,258.70	30	0.10%	Feb 28 2022	\$ 6.76	12	GIFTS & MEM 110
FIRST FINANCIAL	Feb 1 2022	\$ 64,139.77	30	0.10%	Feb 28 2022	\$ 5.27	10	ARCHIVES FUND 220
FIRST FINANCIAL	Feb 1 2022	\$ 12,936.55	30	0.10%	Feb 28 2022	\$ 1.06	56	ARCHIVES 220
FIRST FINANCIAL	Feb 1 2022	\$ 38,373.37	30	0.10%	Feb 28 2022	\$ 3.15	22	FITTON FUND 130
FIRST FINANCIAL	Feb 1 2022	\$ 32,006.50	30	0.10%	Feb 28 2022	\$ 2.63	81	JOHN W SMITH FUND 235
FIRST FINANCIAL	Feb 1 2022	\$ 80,175.19	30	0.10%	Feb 28 2022	\$ 6.59	70	GIFT-MEM OXB FUND 140
FIRST FINANCIAL	Feb 1 2022	\$ 224,022.40	30	0.10%	Feb 28 2022	\$ 18.41	28	GENERAL FUND 101
FIRST FINANCIAL	Feb 1 2022	\$ 1,924.04	30	0.10%	Feb 28 2022	\$ 0.16	14	CALDWELL FUND 151
FIRST FINANCIAL	Feb 1 2022	\$ 10,056.33	30	0.10%	Feb 28 2022	\$ 0.83	31	ELMER B. & THELMA M. ROSE FUND 125
FIRST FINANCIAL	Feb 1 2022	\$ 2,492,818.77	30	0.10%	Feb 28 2022	\$ 204.89	41	CAPITAL PROJECTS 401
FIRST FINANCIAL	Feb 1 2022	\$ 180,627.95	30	0.10%	Feb 28 2022	\$ 14.85	69	BUILDING MAINT 405
STAR OHIO	Feb 1 2022	\$ 209,301.15	30	0.10%	Feb 28 2022	\$ 17.20	2	GENERAL FUND 101
STAR OHIO PLUS	Feb 1 2022	\$ 2,406,837.66	30	0.10%	Feb 28 2022	\$ 197.82	4	CAPITAL PROJECTS 401
MEEDER INVST FUNDS	Feb 1 2022	\$ 67,603.21	30	VAR		\$ -	40	ELMER B. & THELMA M. ROSE FUND 125
MEEDER INVST FUNDS	Feb 1 2022	\$ 7,632,906.86	30	VAR			38	GENERAL FUND 101
NATIONAL RETIREMENT	GOVT FUNDS	\$ 313,110.03					45	LATTA FUND 175
NATIONAL RETIREMENT	MUTUAL FUND	\$ 118,827.89					19	HAVIGHURST FUND 254
NATIONAL RETIREMENT	MUTUAL FUND	\$ 3,850,636.35					82/83	ROESEL FUND 165
TOTAL INVESTMENTS		\$ 17,818,562.72						

GIFTS AND ACKNOWLEDGEMENTS EXHIBIT #2022-01-02

Jan-22	DONOR	TYPE OF DONATION	PURPOSE OF DONATION	IN MEMORY/HONOR	LOCATION	AMOUNT
4-Jan-2022	Samuel and Barbara Beeler	Unrestricted Donation		Katherine Hughes Beeler	LAC	\$250.00
14-Jan-2022	The Rotary Club of Oxford	Restricted Donation	Children's Picture Books		OXB	\$250.00
24-Jan-2022	Eleanor House Stace Memorial Children's Book Fund (Hamilton Community Foundation)	Restricted Donation	Children's Books		HAM	\$572.00
24-Jan-2022	Oxford Lions Club	Restricted Donation	Large Print Books/Audio for Vision Impaired		OXB	\$1,500.00
	Total					\$2,572.00

Jan-22 STAFF CHANGES EXHIBIT #2022-01-03

Staff Changes: Hires

Date	Name	Position	Hours	Grade	Dept	Location
	NONE					

Staff Changes: Terminations

Date	Name	Position	Hours	Grade	Dept	Location
3-Jan-2022	Amanda Lehmann	Public Service Associate	Sub	3	1200	HAM
3-Jan-2022	Zach Birkenheuer	Public Service Associate	Sub	3	1200	HAM
3-Jan-2022	Valerie Elliott	Public Service Associate	Sub	3	1204	OXB
3-Jan-2022	Kaitlynn Carroll	Public Service Associate	Sub	3	1207	SML
3-Jan-2022	Sherrri Dunkelburger	Public Service Associate	Sub	3	1207	SML
3-Jan-2022	Samantha Rossi	Public Service Assistant	Sub	2	1200	HAM
3-Jan-2022	Lindsey Ross Roberts	Public Service Associate	Sub	3	1200	HAM
3-Jan-2022	Symantha Hankins	Public Service Associate	Sub	3	1200	HAM

Staff Changes: From PT to FT or FT to PT

Date	Name	Position	Hours	Grade	Dept	Location
	NONE					

Staff Changes: Promotions

Date	Name	Position	Hours	Grade	Dept	Location
	NONE					

Staff Changes: Transfers

Date	Name	Position	Hours	Grade	Dept	Location
	NONE					

Staff Changes: Pay Increase

Date	Name	Position	Hours	Grade	Dept	Location
	NONE					

JANUARY 2022 STATS SHEET

Exhibit 2022-01-04

PATRON USAGE	BKM	BKM 2021	FFB	FFB 2021	LPL	LPL 2021	OXB	OXB 2021	TECH	TECH 2021	TOTAL	TOTAL 2021
Print	10,486	5,805	19,100	24,770	14,673	15,939	11,690	14,961			55,949	61,475
AV	1,031	519	9,960	13,648	8,747	9,642	4,755	5,888			24,493	29,697
eMedia (Freegal, Hoopla, Kanopy)											6,619	8,432
eBooks (Ohio & Freading)											21,451	19,359
SearchOhio (Borrows & Loans)											2,404	2,531
Total CKO's	11,517	6,324	29,060	38,418	23,420	25,581	16,445	20,849			110,916	121,494
Year To Date	11,517	6,324	29,060	38,418	23,420	25,581	16,445	20,849			110,916	121,494
Internet Sessions			1,705	1,804	1,591	1,117	720	580	200	113	4,216	3,614
Internet Hours			991	862	1,289	534	711	309	10735	58	13,726	1,763
Self CKO's			10,266	10,401	5,191	2,999	4,756	3,906			20,213	17,306
Visitors			9,570	8,501	4,867	3,932	5,713	3,019	1181	522	21,331	15,974

ADULT PROGRAMS	SMITH	SMITH 2021	FFB	FFB 2021	LPL	LPL 2021	OXB	OXB 2021	TECH	TECH 2021	SYSTEMWIDE	SYSTEMWIDE : TOTAL	TOTAL 2021
In Library # Conducted		0	4	0	3	0	7	0	5	0		0	19
In Library - Attendance		0	42	0	27	0	82	0	15	0		0	166
Outreach # Conducted		0		2	3	3	1	1		0		0	4
Outreach - Attendance		0		58	101	110	3	40		0		0	104
Virtual # Conducted		0		5		4		11	1	2		0	1
Virtual - Attendance		0		15		0		307	11	10		0	11
TEEN PROGRAMS													
In Library # Conducted		0	3	0	1	0	2	0		0		0	6
In Library - Attendance		0	74	0	39	0	14	0		0		0	127
Outreach # Conducted		0		1	1	2	2	1		0		0	3
Outreach - Attendance		0		40	20	60	29	20		0		0	49
Virtual # Conducted		0	1	0		2		5		0		0	1
Virtual - Attendance		0	27	0		0		0		0		0	27
CHILDREN PROGRAMS													
In Library # Conducted		0	8	2	10	0	11	0		0		0	29
In Library - Attendance		0	111	26	125	0	383	0		0		0	619
Outreach # Conducted		0	1	2	2	4		6		0		0	3
Outreach - Attendance		0	76	120	100	268		214		0		0	176
Virtual # Conducted		0		8		5		1		0		0	0
Virtual - Attendance		0		163		6		20		0		0	0

Fairfield Township Property

Final Draft for Letter of Intent to Purchase the Property

Exhibit #2022-01-05

February 2, 2022

Ms. Julie Vonderhaar
Adminstrator/Executive Director
Fairfield Township/CIC
6032 Morris Road
Fairfield Township, Ohio 45011

Dear Ms. Vonderhaar:

This letter (the "Letter of Intent") will outline the basic terms and conditions under which The Lane Public Library, a political subdivision of the State of Ohio ("Purchaser") proposes to purchase from Fairfield Township Board of Trustees, a political subdivision of the State of Ohio, ("Fairfield Township") or Fairfield Township Community Improvement Corporation, Inc., an Ohio not-for-profit corporation ("CIC") (Fairfield Township or CIC, as applicable, "Seller") a portion of the 13.7894 acres located at the corner of Gilmore and Hamilton Mason Roads, Fairfield Township, Butler County, Ohio.

This Letter of Intent, when signed by all the parties, is an indication of the good faith intent of Purchaser and Seller to endeavor to enter into a Real Estate Purchase and Sale Agreement (the "Purchase Agreement") on the terms set forth below. However, this Letter of Intent is not legally binding on any party nor are any of the terms set forth below, notwithstanding anything to the contrary in this Letter of Intent, except for paragraphs 4 and 5 of Section III of this Letter of Intent. The terms and conditions are as follows:

I. PURCHASE AND SALE OF PROPERTY.

1. Property. The real estate to be purchased is approximately 7.2306 acres, more or less, being the western portion of the property identified as Butler County Auditor's Parcel ID No. A0300-025-000-008, as graphically depicted on Exhibit A attached hereto (the "Property").

2. Purchase Price. The purchase price for the Property is Six Hundred Eighty-Five Thousand Five Hundred (\$685,500.00) Dollars, payable as follows:

(a) Purchaser shall deliver an earnest money deposit of Ten Thousand (\$10,000.00) Dollars (the "Deposit") within ten (10) business days after the date of the full execution of the Purchase Agreement (the "Effective Date") to Great Miami Title Agency, LLC, 300 High Street, Suite 800, Hamilton, Ohio 45011 (the "Escrow Agent"). The Deposit will be promptly returned to Purchaser or applied to purchase price or as directed by Purchaser as more fully set forth in the Purchase Agreement.

(b) The balance of the purchase price, subject to adjustments as provided for in the Purchase Agreement, shall be paid in immediately available funds at closing.

(c) Purchaser agrees to diligently pursue construction of a Public Library and associated campus (if any) on the Property (the "Project"). Any substantial modification of the Project shall require the authorization of Seller. Such authorization shall survive the closing date and shall not be unreasonably withheld. If Purchaser decides to sell the Property before Purchaser substantially completes construction of and receives a certificate of occupancy for the Project, Seller shall have a right to repurchase the Property for the purchase price (the "Right of Repurchase"). If, after Purchaser substantially completes construction of and receives a certificate of occupancy for the Project, Purchaser decides to sell the Property or Purchaser shall receive and be willing to accept a bona fide offer from a third party to purchase the Property, Seller shall have a right of first refusal to purchase the Property upon the same terms and conditions Purchaser has determined will be satisfactory to Purchaser (the "Right of First Refusal") (the Right of Repurchase and the Right of First Refusal collectively, the "Seller's Retained Rights").

3. Expenses. Real estate taxes and assessments shall be prorated to the date of closing, which shall be a final settlement of taxes and assessments. Seller shall pay the costs of splitting the existing parcel, the conveyance/transfer fee for the Property and the cost to prepare the Deed. Purchaser shall pay for all costs of title examination, title policies, financing and for all due diligence examinations. Except as set forth herein, each party shall pay that party's costs for attorneys and accountants.

II. PURCHASER'S CONTINGENCIES.

1. Conditions Precedent. Purchaser's obligation to enter into the Purchase Agreement shall be subject to the fulfillment of the following conditions precedent, which are for Purchaser's benefit and which must be satisfied, or waived by Purchaser at Purchaser's sole discretion, on or before the 180th day after the Effective Date (the "Initial Due Diligence Period"). Purchaser may extend the Initial Due Diligence Period for up to sixty (60) days if further testing or examination is necessary to complete Purchaser's due diligence (the "Extended Due Diligence Period") by giving Seller notice of the extension prior to the expiration of the Initial Due Diligence Period. The "Deposit" shall become non-refundable but shall apply to the purchase price if Purchaser elects the Extended Due Diligence Period:

(a) Title. By not later than the expiration of the Due Diligence Period (which shall mean the Initial Due Diligence Period if Purchaser does not exercise Buyer's right to extend the Due Diligence Period, or the expiration of the Extended Due Diligence Period if Purchaser elects to extend the Due Diligence Period as provided herein), Purchaser, at Purchaser's sole expense, shall obtain a commitment for an ALTA Owner's Policy of Title Insurance (the "Title Insurance Policy") pursuant to which the title company shall commit to issue to Purchaser a Title Insurance Policy in the amount of the purchase price, insuring in Purchaser marketable fee simple title to the Property, subject only to: [i] installments of real estate taxes and assessments (general and special) constituting a lien on the Property but not yet due and payable; [ii] all matters which an accurate survey of the Property would disclose if Purchaser elects to obtain a survey pursuant to subparagraph (b) herein; [iii] all matters approved or deemed to have been approved by Purchaser; and [iv] all title objections subsequently waived by Purchaser (the "Permitted Exceptions"). Purchaser shall notify Seller in writing on or before the expiration of the Due Diligence Period of any title defect or any title matter, including matters of survey, that would, in Purchaser's sole opinion, show that Seller cannot convey marketable title to Purchaser or that the Property is subject to a defect, encumbrance, easement, condition or restriction which is not acceptable to Purchaser ("Purchaser's Title Objection Notice").

(b) Lot Split Plat; Survey. Within sixty (60) days of the execution of this Letter of Intent, Purchaser and Seller shall agree upon the lot split plat (the "Lot Split Plat")

for the Property. The Lot Split Plat will show the metes and bounds legal description of the Property that will be conveyed to Purchaser and the metes and bounds legal description of the residue that will be retained by Seller. The Lot Split Plat will be prepared at Seller's sole cost and expense. Further, by not later than the expiration of the Due Diligence Period, Purchaser may elect to obtain, at Purchaser's expense, a survey that shows and contains all sanitary sewer, storm sewer, water, electric power, and natural gas lines, facilities and connections, the location of any improvements, roads, highways, streets, water courses, easements, rights-of-way and encroachments, and such matters sufficient to enable the title company to delete its standard survey exception and issue the Title Insurance Policy free from any exceptions relating to survey matters the "Survey"). The Survey shall contain the surveyor's certification that no portion of the Property lies within any special flood hazard areas designated on the maps of the State of Ohio or any political subdivision thereof or on the maps entitled "Flood Insurance Rate Map," "Flood Boundary Floodway Boundary Map," "Flood Hazard Boundary Map," or "Flood Boundary and Floodway Map" published by the Federal Emergency Management Agency. The Survey shall be certified to Purchaser and the title company. Any objections to the Survey shall be a title objection subject to the provisions of subparagraph (a) herein.

(c) Property Inspection. By not later than the expiration of the Due Diligence Period, Purchaser determines that the Property is suitable for the operation of a branch library ("Purchaser's Intended Use"). During this period, Purchaser and Purchaser's agents, employees and contractors shall have the right to perform, at Purchaser's sole expense: [i] an inspection of the Property; [ii] an environmental site assessment of the Property; and [iii] such other tests and examinations as Purchaser deems necessary to determine the suitability of the Property for Purchaser's Intended Use (the "Property Inspection"). Purchaser shall return Property to original condition after any and all testing. If the result of the Property Inspection shows that the Property is unacceptable to Purchaser, Purchaser shall give Seller written notice setting forth the matters not acceptable to Purchaser ("Purchaser's Property Inspection Objection Notice").

(d) Board Approval. Purchaser obtains approval from its Board of Directors to consummate this transaction.

(e) Ingress and Egress. Purchaser determines in Purchaser's sole discretion that Purchaser is able to secure ingress and egress to and from the Property which is satisfactory for Purchaser's Intended Use. Seller and Purchaser shall cooperate to provide an access road delineation that is reasonably acceptable to the Fairfield City School Board in conjunction with the plan(s) for Purchaser. Such Determination shall occur within the Due Diligence Period unless waived by Purchaser.

(f) Additional Approvals/Consents. Purchaser obtains or satisfies itself that it can obtain all governmental approvals which Purchaser determines to be necessary, appropriate or desirable for Purchaser's Intended Use, including but not limited to those related to zoning, building permit, traffic flow, parking and signage.

If Seller is unable or unwilling to cure or satisfy a title objection and/or a Property inspection objection, Seller shall send written notice of that fact within ten (10) of receipt of, as applicable, Purchaser's Title Objection Notice and/or Purchaser's Property Inspection Objection Notice (Seller's Notice"). Within ten (10) of receipt of Seller's Notice, Purchaser shall elect, as Purchaser's sole and exclusive election, waiving all other remedies, to either: [i] waive such objections as Seller is unable or unwilling to cure and accept such title and/or condition of the Property as Seller is able to deliver without any reduction in the purchase price and without any liability on the part of Seller; or [ii] terminate this Letter of Intent by delivering written notice of termination to Seller ("Purchaser's Election Notice"). Failure of Purchaser to provide Seller with

Purchaser's Election Notice within such ten (10) day period shall be deemed an election by Purchaser to terminate this Letter of Intent.

III. GENERAL TERMS.

1. Definitive Agreement. Upon the expiration of the Due Diligence Period, provided this Letter of Intent has not been terminated as permitted herein, Purchaser's attorney shall draft the Purchase Agreement for the review of the parties and their attorneys.

2. Brokerage. The parties hereto agree that no broker is involved in this transaction.

3. Closing. Closing on the Purchase Agreement shall be at the office of Parrish, Marcum & Trokhan Co., LPA, 300 High Street, Suite 800, Hamilton, Ohio 45011, on a date and at a time agreed to by Seller and Purchaser.

4. Confidentiality. Without the prior written consent of the other party, neither Seller nor Purchaser nor any representatives of either shall disclose to any third party either (a) the fact that this Letter of Intent has been entered into or (b) any of the terms, conditions herein or other facts with respect hereto, including the status thereof. Seller shall not disclose the identity of Purchaser. Subject to specific disclosure requirements as required by Law.

5. Exclusive Dealing. So long as this Letter of Intent remains in effect, Seller agrees and covenants that Seller shall deal exclusively with Purchaser and shall not engage in any offers, discussions or negotiations with any third parties regarding the sale or lease of the Property. Purchaser agrees and covenants not to engage in any other discussion or negotiations for any other building or property that would be a substitute for the Property.

6. Notices. All notices and communications permitted or required under this Letter of Intent shall be made in writing and delivered personally, sent by overnight courier service, or deposited in the U.S. mail, registered or certified mail, postage prepaid, addressed as follows:

If to Seller: Fairfield Township/CIC
Attn: Julie Vonderhaar
6032 Morris Road
Fairfield Township, OH 45011

With copy to: Lawrence E. Barbieri, Law Director
Schroeder, Maundrell, Barbieri & Powers
5300 Socialville Foster Road, Suite 200
Mason, OH 45040

If to Purchaser: The Lane Public Library
Attention: Joseph Greenward, Director
1396 University Boulevard
Hamilton, OH 45011

With copy to: Cynamon T. Trokhan, Esq.
Parrish, Marcum & Trokhan Co., LPA
300 High Street, Suite 800
Hamilton, OH 45011

7. Acceptance of this Letter of Intent. The terms of this Letter of Intent will remain open for acceptance by Seller until 5:00 pm on February 7, 2022.

This Letter of Intent is intended to be and shall constitute a non-binding Letter of Intent only, except for paragraphs 4 and 5 of Section III, which shall be binding upon and enforceable by and upon the parties and their respective successors and assigns. This Letter of Intent does not constitute a contract or offer to sell or purchase the Assets. Except as expressly provided in this Letter of Intent, neither Seller nor Purchaser may claim any legal rights against the other by reason of any actions taken in reliance upon this non-binding Letter of Intent, including, but not limited to, any partial performance of the transaction contemplated herein, promissory estoppel or otherwise.

Please indicate your acceptance of this Letter of Intent by signing and returning to me an original in the envelope provided for your convenience.

Very truly yours,

LANE PUBLIC LIBRARY

By: _____
Joseph Greenward, Executive Director

This Letter of Intent is hereby accepted and approved this ____ day of February, 2022.

FAIRFIELD TOWNSHIP BOARD OF TRUSTEES
FAIRFIELD TOWNSHIP COMMUNITY IMPROVEMENT
CORPORATION, INC.

By: _____
Name: _____
Title: _____