

TUESDAY, JANUARY 16, 2024
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

The Pickaway County Board of Commissioners met in Regular Session in their office located at 139 West Franklin Street, Circleville, Ohio, on Tuesday, January 16, 2024, with the following members present: Mr. Jay H. Wippel, Mr. Harold R. Henson, and Mr. Gary K. Scherer. April Dengler, County Administrator, was also in attendance.

In the Matter of
Minutes Approved:

Commissioner Gary Scherer offered the motion, seconded by Commissioner Harold Henson, to approve the minutes from January 9, 2024, with corrections.

Voting on the motion was as follows: Commissioner Wippel, yes; Commissioner Henson, yes; Commissioner Scherer, yes. Voting No: None. Motion carried.

Attest: Angela Karr, Clerk

In the Matter of
Bills Approved for Payment:

Commissioner Gary Scherer offered the motion, seconded by Commissioner Harold Henson, to adopt the following Resolution:

BE IT RESOLVED, that the bills have been found to be properly filed and their respective vouchers shall be cross-referenced to the approving pages dated January 16, 2024, in the Commissioners' Voucher Journal, the date in which checks will be cut; then,

BE IT FURTHER RESOLVED, that the Board of Pickaway County Commissioners orders the Auditor of Pickaway County, Ohio, to draw his warrant on this entry in the amount of \$45,911.60 the County Treasurer to satisfy the same.

Voting on the motion was as follows: Commissioner Wippel, yes; Commissioner Henson, yes; Commissioner Scherer, yes. Voting No: None. Motion carried.

Attest: Angela Karr, Clerk

In the Matter of
Then and Now Certification Approved for Payment:

Commissioner Gary Scherer offered the motion, seconded by Commissioner Harold Henson, to adopt the following Resolution:

BE IT RESOLVED, that the County Auditor certifies that both at the time that the following contracts or orders were made and at the time that a certification (Section 5705.41) was completed, sufficient funds were available or in the process of collection, to the credit of a proper fund, properly appointed and free from any previous encumbrance. The Then and Now Certification has been found to be properly filed and their respective vouchers shall be cross-referenced to the approving pages dated January 16, 2024, in the Commissioners' Voucher Journal, the date in which checks will be cut; then,

BE IT FURTHER RESOLVED, that the Board of Pickaway County Commissioners, as Taxing Authority are authorizing the Auditor of Pickaway County, Ohio, to draw his warrant on this entry in the amount of \$379,137.58 + \$527,246.90 + \$8,881.87 on the County Treasurer to satisfy the same.

Voting on the motion was as follows: Commissioner Wippel, yes; Commissioner Henson, yes; Commissioner Scherer, yes. Voting No: None. Motion carried.

Attest: Angela Karr, Clerk

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**In the Matter of
Appropriations Approved:**

Commissioner Gary Scherer offered the motion, seconded by Commissioner Harold Henson, to approve the following requests for APPROPRIATION:

\$7,000.00 – 230.1246.5403 – Travel Expense – Clerk of Courts

\$20,000.00 – 225.2085.5401 – DYS Alternative School – Juvenile Court

\$12,592.56 – 503.6916.5300 – Materials/ Supplies Darby Sewer - Engineer

Voting on the motion was as follows: Commissioner Wippel, yes; Commissioner Henson, yes; Commissioner Scherer, yes. Voting No: None. Motion carried.

Attest: Angela Karr, Clerk

**In the Matter of
Fund Transfer Approved:**

Commissioner Gary Scherer offered the motion, seconded by Commissioner Harold Henson, to approve the following requests for FUND TRANSFER:

**\$250,000.00 – 101.1105.5720 – Fairgrounds Debt Transfer Out – Auditor
TO**

325.0000.4901 – Transfer In Debt Fund – Auditor

**\$7,485.83 – 101.1105.5610 -Motor Vehicle Tax Interest – Treasurer
TO**

202.0000.4706 – Motor Vehicle Tax Interest – Treasurer

**\$29,728.40 – 101.1105.5609 – ALGT Interest – Treasurer
TO**

201.0000.4705 – ALGT Interest – Treasurer

**\$2,067.90 – 101.1105.5611 – Special Projects Assessment Interest – Treasurer
TO**

901.0000.4707 – Special Projects Assessment Interest – Treasurer

**\$364,623.00 – 101.5005.5401 – Children Service Contract – JFS
TO**

207.0000.4901 – County Maintenance of Children – JFS

**\$138,442.00 – 101.5001.5702 – Mandated Share JFS – JFS
TO**

206.0000.4902 – Mandated Share Receipts - JFS

Voting on the motion was as follows: Commissioner Wippel, yes; Commissioner Henson, yes; Commissioner Scherer, yes. Voting No: None. Motion carried.

Attest: Angela Karr, Clerk

**In the Matter of
Issuance of Blanket Purchase Order Approved:**

Commissioner Gary Scherer offered the motion, seconded by Commissioner Harold Henson, to approve the following requests for the ISSUANCE OF A BLANKET PURCHASE ORDER:

\$1,500.00 – 656.6083.5901 – Other – RPHF Solid Waste

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Voting on the motion was as follows: Commissioner Wippel, yes; Commissioner Henson, yes; Commissioner Scherer, yes. Voting No: None. Motion carried.

Attest: Angela Karr, Clerk

In the Matter of
Report Provided by Tim McGinnis:

The following is a summary of the report provided by Tim McGinnis, Planning and Development:

- Planning Commission: Planning Commission: February 13th Agenda – No agenda items
- Outstanding Plats:
 - Navah Place – Cul-de-sac, Walnut Township, need proof of bond before final approval can be granted
- Lot Splits:
 - Approved 2 lot splits in the last week, 5 open applications currently.
- CDBG: No update
- Tax Incentive Review Council - Meeting this Thursday to discuss notice letters and TIRC Board assignments.

In the Matter of
Report Provided by Marc Rogols:

The following is a summary of the report provided by Marc Rogols, County Administrator:

- There were no BWC claims, or unemployment claims filed this week. Fraudulent unemployment claims remain at 2 fraudulent and 1 legit claim for 2024.
- CCAO Benefits+ to be rolled out this week. Aflac organization meeting with Andrew Lewen Thursday, January 18th at 1:00 p.m. SERB report in progress and due January 31st.
- Three new hire packets were sent out last week. A total of 8 new hire packets have been handed out in 2024. The part-time custodial positions were posted with no applicants. Dog Shelter Kennel Attendant position posted with six applications received. The Maintenance Worker for the Sheriff’s Office re-posted with no applications. New position EMA Communications Technician posted with one application received. Deputy EMA Director position posted with no applicants. Deputy Clerk of Courts, Park District Administrative and Finance Manager and Park District Education Coordinator positions posted with applicants unknown. Accounts Payable Administrative Assistant position posted with two applicants. Mr. Rogols made preliminary calls and no callbacks.
- Maintenance:
 - Numerous heating/ furnace repairs. Courthouse/ Common Pleas repaired.
 - Health Department renovation meeting pending scheduling.
- Miscellaneous:
 - Fairgrounds dump station – Present letter. Meeting with Brian Frost Thursday, January 18th.

In the Matter of
Building Department Monthly Report:

The monthly report for the Pickaway County Building Department was filed for the month ending December 2023.

A total of \$81,482.54 was reported being collected as follows:

Permits		
Registration	157	\$11,625.00
Commercial	2	\$62,358.29
Residential	50	\$7,499.25
Total Inspections Performed		
Residential	255	
Commercial	47	

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City Enforcement	0	
Terry Haughn	2	
Total Inspections	302	
Residential Plan Review	20	
New Home Permits by Jurisdiction:		
Commercial Point	6	
Circleville	2	
Walnut Twp.	1	
Total New Homes	9	

**In the Matter of
Report Provided by Preston Schumacker:**

The following is a summary of the report provided by Preston Schumacker, Dog Warden.

- Mr. Schumacker reported that they are down to 17 dogs housed. There were 18 visitors to the shelter last week and 3 volunteers.

**In the Matter of
Report Provided by Robert Adkins:**

The following is a summary of the report provided by Robert Adkins, IT Director.

- Migrated BuildSrv2 to PCUtility.
- Mr. Adkins worked with EasyClock to fix scripting issue for Garage TimeClock.
- Tested Version 12 system restore, Replication Restore and Wasabi Restore.
- Mr. Adkins fixed the issue SOS was having with Authenticated Scanning of BOE Assets.
- Parks District move was completed.
- Deployed all the switches at the Fairgrounds.
- Continuing to migrate servers to 2024.
- Troubleshooting AV issue for Courtroom with Mark and Eric.
- Moved Camera Servers from Jail Central to the DataCenter.
- Mr. Adkins met with Avant to replace a failed Audio Mixer and HDMI extender.

**In the Matter of
Report Provided by Mike Sharron:**

The following is a summary of the report provided by Mike Sharron, EMA Director.

- This week meeting with fire departments to demonstrate new bleeding control devices, Fire Chiefs Association meeting, South Bloomfield CISA Assessment, Air Show Operational Kick-Off meeting, OEMA Eclipse updates, Everbridge Account discussion and Deputy Director and Communications Technician interviews
- Next week Asheville CISA Assessment, Fiber Optic Line Installation for PCSO 911 Center across NS Railroad Tracks, CERT Volunteer Training, Pickaway County CISA Assessment, PCSO 911 Center State Audit and Public Information Officer Course at Fairfield County (Wednesday – Friday).
- General Information
 - Run card project continuing – After further discussion, Chief Noggle is staying on to complete the initial run card development.
 - Critical Incident Debriefing project continues – developing relationship with Scioto Valley Peer Assistance Team.
 - Disaster Relief Fund – Received organizing documents from Dayton Foundation – Reviewing.
 - NIMS Training for Elected Officials – February 10, 2024
 - Started a discussion about Human Trafficking and steps we can take to mitigate this during special events in the county.
 - BOE Continuity Planning – Received and reviewed emergency response plan and will be working with one of the Board members to offer suggestions.

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- LEPC approved request for funding of a Lithium-Ion battery emergencies class for first responders. Working to schedule four sessions.
- EMA Projects
 - Futurity Orion Software – Met with the vendor, their software was not capable of doing what they represented originally. Working with them to see if they can build an add-on that will do more than what the current solution is capable of. Also working on adding Community Lifelines info.
 - PCSO fiber connection conversion – Flaggers have been scheduled for January 22 so the fiber optic line installation is proceeding!
 - Homeland Security grant of \$58,804 to purchase PPE for law enforcement – approved by OEMA, coordinating with LE agencies for numbers to purchase. Determining the number of SWAT trained officers are in the county to guide purchasing of PPE. Working with an industrial hygienist to help agencies develop a respiratory protection program.
 - Disasterville – Received many of the props. Will be getting them ready for future tabletop exercises.
 - Radio system is being examined from top to bottom (programming, inventory, tower sites, supervision, etc.).
 - Replacement of ARES repeaters with County-owned equipment – getting quotes.
 - School safety planning with Teays Valley – Scheduling dates with Ashville and Walnut Elementary Schools.
 - April 2024 Solar Eclipse – Beginning the discussions of this event and its implications for Pickaway County. Healthcare (PCPH/ODH) tabletop exercise on February 23.
 - 911 Committee:
 - Need Commissioners' recommendations
- Issues requiring Commissioners Support/Notification
 - Funding for Eclipse glasses for the public?

In the Matter of
Change Order No. 1 with MP Dory Co. for
Project Referred to as Guardrail 2023 SCI-C004-10.71 PID: 6532705,
JAC-C004-9.23 PID# 6532713, DAR-T163-0.05 PID #6531393,
DART-T171-0.91 PID #6531008 and PER-T018-3.71 PID #6530036
for Pickaway County Engineer Department:

In reference to the Guardrail 2023 SCI-C004-10.71 PID: 6532705, JAC-C004-9.23 PID# 6532713, DAR-T163-0.05 PID #6531393, DART-T171-0.91 PID #6531008 and PER-T018-3.71 PID #6530036 project, Commissioner Gary Scherer offered the motion, second by Commissioner Harold Henson, to approve Change Order No. 1 with MP Dorey Company in the amount of \$1,882.60.

Voting on the motion was as follows: Commissioner Wippel, yes; Commissioner Henson, yes; Commissioner Scherer, yes. Voting No: None. Motion carried.

Attest: Angela Karr, Clerk

In the Matter of
Temporary Liquor Permit Application
For Pickaway Plains Ducks Unlimited:

Commissioner Harold Henson offered the motion, seconded by Commissioner Gary Scherer, to approve and authorize Commissioner Jay Wippel to sign the Permit Application with the Ohio Department of Commerce, Division of Liquor Control for Pickaway Plains Ducks Unlimited. The request is for an event to be held at the Pickaway Agricultural and Event Center, 415 Lancaster Pike, Circleville, February 17, 2024, from 5:30 p.m. to February 17, 2024, at 11:00 p.m.

Voting on the motion was as follows: Commissioner Wippel, yes; Commissioner Henson, yes; Commissioner Scherer, yes. Voting No: None. Motion carried.

Attest: Angela Karr, Clerk

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In the Matter of
Ross, Pickaway, Highland and Fairfield Solid Waste
Appointment of Gary Scherer to the
Solid Waste Management District Policy Committee:

Commissioner Jay Wippel offered the motion, seconded by Commissioner Harold Henson, to appoint Gary Scherer as the designee to the Solid Waste Management District Policy Committee for the year 2024 representing the Board of Pickaway County Commissioners.

Voting on the motion was as follows: Commissioner Wippel, yes; Commissioner Henson, yes; Commissioner Scherer, yes. Voting No: None. Motion carried.

Attest: Angela Karr, Clerk

In the Matter of
County Administrator Report:

The following is a summary of the report provided by April Metzler, County Administrator:

- Ms. Dengler discussed a special revenue fund needed for K-9 donations.
- Mrs. Metzler provided an update of the Sheriff's Office contract negotiations.
- Dr. Smith at Ohio Christian University will be the guest speaker at Leadership Breakfast this year. His Executive Assistant will be reaching out to Mrs. Metzler for more information.

In the Matter of
Creation of Special Revenue Fund
For K-9 Donations:

Mrs. Metzger discussed the need to create a special revenue fund for the K-9 donations. Commissioner Gary Scherer offered the motion, second by Commissioner Harold Henson, to approve and authorize the creation of Special Revenue Fund for the purpose of K-9 donation transactions.

Voting on the motion was as follows: Commissioner Wippel, yes; Commissioner Henson, yes; Commissioner Scherer, yes. Voting No: None. Motion carried.

Attest: Angela Karr, Clerk

In the Matter of
Resolution Delegating Specific Authority
To the Pickaway County Administrator:

Commissioner Gary Scherer offered the motion, seconded by Commissioner Harold Henson, to adopt the following Resolution:

Resolution No.: PC-011624-5

WHEREAS, pursuant to Ohio Revised Code Section 305.30, the Board of Pickaway County Commissioners is authorized to delegate specific authority to the County Administrator which include but is not limited to performing additional duties as the Board may determine by resolution: and

WHEREAS the Board of Commissioners desire to grant the authority to the County Administrator to perform those functions:

NOW, THEREFORE BE IT RESOLVED, by the Board of Commissioners of Pickaway County, Ohio, that the County Administrator be, and hereby is, authorized to exercise the powers of the Board within the limitations and guidelines set forth below:

1. **LINE-ITEM TRANSFERS AND REAPPROPRIATIONS:** The County Administrator is hereby authorized to approve all line-item transfers and reappropriations received from county departments.

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2. **APPROPRIATIONS:** The County Administrator is hereby authorized to approve line-item appropriations up to \$10,000 received by county departments.
3. **PAYMENT OF GOODS:** The County Administrator shall allow and pay claims for goods received and services rendered upon receipt of written certification from the Auditor's Office that the county departments have provided sufficient documentation of the purchase of the goods or services.

THEREFORE, BE IT FURTHER RESOLVED, the Board of County Commissioners hereby finds and determines that all formal actions relative to the adoption of this resolution were taken in an open meeting of this Board, and that all deliberations of this Board and of its committees, if any, which resulted in formal action were taken in meetings open to the public in full compliance with applicable legal requirements.

Voting on the motion was as follows: Commissioner Wippel, yes; Commissioner Henson, yes; Commissioner Scherer, yes. Voting No: None. Motion carried.

Attest: Angela Karr, Clerk

**In the Matter of
County Sheriff's Report:**

The following is a summary of the report provided by Sheriff Hafey, Pickaway County Sheriff's Office:

- Sheriff Hafey advised that they received the grant to purchase six additional body cameras.
- Sheriff Hafey received two resignations from deputies. They are down to 14 of the 22 positions filled. One applicant is starting the process of hiring and an additional applicant has been received. A new deputy started today as a reserve, Trina Kooler from Fairfield County.

**In the Matter of
Executive Session:**

At 10:20 a.m., Commissioner Harold Henson offered the motion, seconded by Commissioner Gary Scherer to enter into Executive Session pursuant to ORC §121.22 (G) (4) to discuss collective bargaining matters pertaining to the Pickaway County Sheriff's Office employees, with April Dengler, County Administrator, Marc Rogols, Deputy County Administrator, Angela Karr, Clerk and Sheriff Hafey, Pickaway County Sheriff's Office in attendance.

Roll call vote on the motion was as follows: Commissioner Wippel, yes; Commissioner Henson, yes; Commissioner Scherer, yes. Voting No: None. Motion carried.

Attest: Angela Karr, Clerk

At 10:40 a.m., the Commissioners exited Executive Session and Commissioner Gary Scherer offered the motion, seconded by Commissioner Harold Henson, to resume Regular Session.

Roll call vote on the motion was as follows: Commissioner Wippel, yes; Commissioner Henson, yes; Commissioner Scherer, yes. Voting No: None. Motion carried.

Attest: Angela Karr, Clerk

No action taken.

**In the Matter of
Job and Family Services:**

Nick Tatman, Job and Family Services Director, met with the Commissioners to provide an update of JFS. New hire, Elaine Follis will be filling the vacant Account Clerk position and will begin January 29, 2024. There is an opening in their Child Welfare Department for a case worker. Mr. Tatman informed that there will be several people on FMLA over the winter and spring months.

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Job and Family Services currently has 33 children in placement with three upcoming adoptions in Spring 2024. OhioMeansJobs Area 20 meeting is scheduled for January 24, 2024, in Fairfield County. OMJ rebranding is beginning and JFS will receive some monies to help with the rebranding cost. A Job Fair is scheduled for February 2024 at JFS. Public Assistance Medicaid unwinding will be coming to an end April 2024. The State of Ohio has done a great job with this process and his being held up has the example for other states on how to complete this. The State of Ohio is at 96.8% and Pickaway County is at 98.8%. Pickaway County unemployment is currently at 2.8.

In the Matter of
Pickaway County Education Service Center:

Tom Kitchen, Pickaway County Education Service Center, met with the Commissioners to provide an update of the purchase of the Mound Street building. The closing will take place this week and they will be the proud owners of the building and will be working on updates and renovations need to make the building usable for education and office rental. They are looking to have it ready this coming September. Mr. Kitchen is working with Tim Colburn, P3 on the economic side of it. They have applied for grants to be utilized for renovations.

In the Matter of
Executive Session:

At 11:21 a.m., Commissioner Gary Scherer offered the motion, seconded by Commissioner Harold Henson, to enter into Executive Session pursuant to ORC §121.22 (G) (8) to consider confidential information related to the marketing plans, specific business strategy, production techniques, trade secrets, or personal financial statements of an applicant for economic development assistance, or to negotiations with other political subdivisions respecting requests for economic development assistance, with Tim Colburn, P3, Ryan Scriber and Nate Green, Montrose Group, April Dengler, County Administrator, Marc Rogols, Deputy County Administrator, Tim McGinnis, Planning and Development and Angela Karr, Clerk in attendance.

Roll call vote on the motion was as follows: Commissioner Wippel, yes; Commissioner Henson, yes; Commissioner Scherer, yes. Voting No: None. Motion carried.

Attest: Angela Karr, Clerk

At 12:00 p.m., the Commissioners exited Executive Session and Commissioner Gary Scherer offered the motion, seconded by Commissioner Harold Henson, to resume Regular Session.

Roll call vote on the motion was as follows: Commissioner Wippel, yes; Commissioner Henson, yes; Commissioner Scherer, yes. Voting No: None. Motion carried.

Attest: Angela Karr, Clerk

No action taken.

In the Matter of
Sunnyside Drainage Ditch Improvement
Final Public Hearing:

Chris Mullins, Pickaway County Engineer, started the Sunnyside Drainage Ditch Improvement public hearing off by discussing the final step in the petition and explained the overall process. A petition is filed and can be by landowners, a group of landowners or trustees. The viewing hearing was held for all parties to view the land and the possible layout for the petition. The benefits have to outweigh the cost of the project and it did, therefore, Mr. Mullins requested to proceed with the process for planning. Soil and Water worked with Mr. Mullins to work a set of plans that are bet for the project. Mr. Mullins forwards all plans and finding to the commissioners to notify landowners of a final public hearing to request to proceed with the project. The plans are for an improvement within Sunnyside Subdivision. The exiting drainage worked for the original subdivision; however, the retention pond was not maintained. During the larger storm events cause it to flow over the levy and has to go through trees to get to the pond. Project one would be to clean the pond and put on maintenance. Second part water from the east to west they designed a grass waterway to

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wrap around the subdivisions and into the retention pond. Easements: Mr. Mullins works with Soil and Water to come up with a total cost of \$93,000 that is put through the assessment procedure that takes into fact five aspects. 1. the benefits, 2. Reach aspect, 3. Volume of runoff, 4. Increase of productivity and flood protection. 5. Distance. These are used to calculate the overall benefits per landowner.

Questions from landowners:

- Mark Perril 12123 Walnut Creek Pike: Farm ground, asking timeframe due to farming?
 - Mr. Mullins - Bidding process (2weeks), bid the project (2 weeks), award mid-February first of March and Completion mid-June. Water way will run back side and to retention and asked if grass waterway and a 10' title will be used
- Heath Clifton 3190 Clifford Avenue: Funding from grants, state, township, and other monies has it all been exhausted?
 - Mr. Mullins - Grant funding would be for future funding of the project. A general petition process is for the landowners and once that is established in a subdivision it then can apply for grants for the trustees to do further work.
- Richard Bolton 17040 Cromley Road: Is this going to be a assessment or an ongoing monthly assessment?
 - Mr. Mullins: The annual 5% assessment calculated every year will be used to maintain mowing and maintain pond twice a year.
- Mr. Bolton worries that this will bring more water to his land?
 - Mr. Mullins explained it should remove water from his lot.
- Micke Reed 17550 Lockbourne Eastern Rd: The field across the street drains under the road and with heavy rain a lot of water runs to the subdivision?
 - Mr. Mullins: The large storm is to tie in the field.
- Mickie Reed 17550 Lockbourne Rd.: Why are the farmers across the street not responsible for paying a portion when they are sending the water to the subdivision?
 - Mr. Mullins: If the conduit is blocked it causes an issue and he cannot guarantee a 100 storm. It will approve things now that it will be cleaned out and emergency drainage.
- Why was it never maintained?
 - Mr. Mullins: It was never placed on County maintenance due to private property.
- Richard Bolton: Is the large lot that is private property owned paying as well?
 - Mr. Mullins: Yes, that individual will be assessed as well.
- Discussed that an investment firm bought the property and cannot answer what will be going into the vacant lots.
- Byrl Kaze: Is everybody's name on the list that will be paying and how was it determined what he will be paying, and determined how much water will drain from his property? He stated that the county better recalculate the Spangler property because he will file discrimination for one dollar overcharged.
 - Mr. Mullins stated he calculated the assessments and Mr. Kaze stated he will be suing Mr. Mullins. Mr. Mullins explained the calculations and Mr. Kaze stated he will sue for millions due to there is very little water running out of his lot. He stated that it runs from the Spangler property.
 - Mr. Mullins stated that these are estimates and final numbers will come once approved as a project and once the numbers are recalculated a landowner has the option to have assessed to their taxes or pay in full. The note will be a low interest loan.
- Bill Munson, Sunnyside: Will this affect their yard?
 - Mr. Mullins explained that the pins will be located, and the grass water way will be 10feet from that. Nothing upfront on Lockbourne Eastern.
- Mark Perrel: Where does the water go once to the retention pond?
 - Mr. Mullins: It will go to a ditch behind the cemetery and then over to the river on Walnut Creek. It was open flow when assessed.

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- Chuck Straighter: Why would the county not go in to do the work instead of paying to have it done?
 - Mr. Mullins: Gas tax is to be used to maintain roads and not private land.
- Matt Forquer: The back ditch will it be a ditch like currently in the subdivision and can it handle the water?
 - Mr. Mullins: It will be a grass waterway that is wide to handle flow.
- Mikkie Reed: Once bid out will the lowest bid be the one that will be accepted?
 - Mr. Mullins: Yes, as long as it is the best bid and lowest.
- Do most projects like this go over?
 - Mr. Mullins: No, he tries to keep it within the estimate as close as possible.
- If the Commissioners reject the project what happens?
 - Mr. Mullins explained that it becomes a civil issue, and a petition can be refilled.
- Warren Spangler: Believes that a sump pump will still be needed. When a job goes over 75,000 it has to be bid out per the Ohio Revised Code.
- Heath Clifton: He appreciates the Commissioners and what Chris Mullins has done and feels this solution is needed.
- Chuck Strader: Agrees it is needed just feels that it is being put on the homeowners and there are other surrounding landowners that should also be financially responsible and be included in the assessment.
- Mikkie Reed: Asked if the project could be broken into two phases in order to not have to bid it out. Mr. Mullins it is frowned upon by Auditors.
- Byrl Kazee: The township did not maintain the ditch line once it was signed over to from the County. Water in a ditch does not go as fast as water in a tile. The trustees approved a 12' tile to be installed to go to the ditch that was not maintained. There would never have been a problem if the township would have maintained the ditch like agreed.
- Heath Clifton: The farm up north will have corn stalks that will run down with water, how will maintain?
 - Mr. Mullins: The township will and should be contacted.
- Matt Forquer: The farm was there before the subdivision and the subdivision would benefit from the drainage?
 - Mr. Mullins explained that most of the draining is in agriculture. The law is water has the right through a pass through. You have the right to allow natural downfall and unimpeded water.

Commissioners will further review and confirm the numbers to make a decision at a later date.

In the Matter of
Resolution Approving Pickaway County Southern
Pickaway County Community Reinvestment Area
Agreement with Sofidel America Corporation:

Commissioner Harold Henson offered the motion, seconded by Commissioner Gary Scherer, to adopt the following Resolution:

Resolution No.: PC-011624-6

PICKAWAY COUNTY
SOUTHERN PICKAWAY COUNTY COMMUNITY REINVESTMENT AREA AGREEMENT

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This COMMUNITY REINVESTMENT AREA AGREEMENT (this “Agreement”) is made and entered into as of this 16th day of January, 2024 (the “Effective Date”) by and between the COUNTY OF PICKAWAY, OHIO (“County”), a county and political subdivision in and of the State of Ohio (the “State”) and duly organized and validly existing under the constitution and laws of the State, and SOFIDEL AMERICA CORP., a Florida corporation (“Developer”).

WITNESSETH:

WHEREAS, the County has determined to encourage the development of real property and the acquisition and installation of personal property in the area, comprised of the land it designated as the “Southern Pickaway County Community Reinvestment Area” (the “Southern Pickaway CRA”) by a resolution adopted October 1, 2019, pursuant to Section 3735.66 of the Ohio Revised Code, the Department of Development certification and Resolution for which is attached hereto as Exhibit A; and

WHEREAS, Developer intends to construct, or have constructed, a series of commercial and industrial facilities and related site improvements (collectively, the “Project,” with each individual building within the Project and its related site improvements hereinafter referred to as a “Building”) on that 136.67±-acre parcel of land it owns and that is known as Pickaway County Parcel Number J2400010011806, together with portions of the real property known as J2400010011802 and which are improved with new structures as a part of the Project defined below (“the Property”), provided that the appropriate development incentives are available to support the economic viability of the Project; and

WHEREAS, the Director of Development of the State of Ohio has determined that the Southern Pickaway CRA as designated contains the characteristics set forth in Section 3735.66 of the Ohio Revised Code and confirmed that area as a “Community Reinvestment Area” pursuant to Section 3735.66 of the Ohio Revised Code, and the County, having the appropriate authority for the Project, is desirous of providing incentives available for the development of the Project in the Southern Pickaway CRA; and

WHEREAS, Developer has submitted to the County a proposed agreement application (the “Agreement Application”); and

WHEREAS, the Housing Officer under Section 3735.65 of the Ohio Revised Code has reviewed the Agreement Application and has recommended the same to the Board of Commissioners of the County on the basis that Developer is qualified by financial responsibility and business experience to create and preserve employment opportunities in the Southern Pickaway CRA and improve the economic climate of the County; and

WHEREAS, the Project site is located in the territory of the Logan Elm Local School District (the “School District”) and in the district of the Pickaway-Ross Career and Technology Center (the “JVSD”); and

WHEREAS, the Board of Education of the School District and the JVSD have waived their rights to receive notice under Sections 3735.671 and 5709.83 of the Revised Code, and the School District has approved this Agreement; and

WHEREAS, the Pickaway County Board of Commissioners have approved the execution on their behalf, by the President of the Board of Commissioners, of a CRA Agreement with Developer for the Project by Resolution adopted June 27, 2023;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained and the benefit to be derived by the parties from the execution hereof, the parties hereto agree to the foregoing and as follows:

Section 1. Good Faith Estimates of Project Costs. The estimated total capital investment for the Project is expected to be at least \$185,000,000, with approximately \$92,500,000 being for building construction and \$92,500,000 for equipment. The commencement of construction of the Project is scheduled to begin in 2024, but in any event Project completion is expected to occur by December 31, 2025. The assumptions and estimates provided in this Section 1 are good faith estimates provided by Developer pursuant to Section 3735.671(B) of the Ohio Revised Code and shall not be construed in a manner that would limit the amount or term of the tax exemption provided in this Agreement. The parties to this Agreement recognize that the costs associated with the Project may increase or decrease significantly and do not necessarily equal otherwise taxable value. As of the Effective Date, Developer does not have machinery, equipment, furniture, fixtures or inventory at the Project. No machinery, equipment, furniture, fixtures or inventory of Developer is held at another location in the State to be relocated to the Project.

Section 2. Good Faith Estimates of Project Job Creation. Developer currently estimates there will be created at the Project by the year end 2027 approximately 100 full-time equivalent permanent employees, with a total new payroll of approximately \$6,450,000 upon full build-out of the Project. As of the Effective Date, Developer has zero (0) full-time equivalent permanent employees at the Project. Therefore, no

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employee positions are expected to be retained by Developer due to construction of the Project. The estimates provided in this Section 2 are good faith estimates provided pursuant to Section 3735.671 (B) of the Ohio Revised Code and shall not be construed in a manner that would limit the amount or term of the tax exemption provided in this Agreement.

Section 3. Obligations for Tax Incentive Council. Developer shall provide or cause to be provided to the applicable tax incentive review council (“Council”) any information reasonably necessary for the applicable Council to make the determinations required under Section 5709.85 of the Ohio Revised Code and to evaluate Developer’s compliance with this Agreement, including returns filed pursuant to Section 5711.02, 5711.13 and 5727.08 of the Ohio Revised Code if requested by the applicable Council. Upon the request of the applicable Council, Developer shall provide the applicable Council any information reasonably necessary to perform its review with the nondiscriminatory hiring policies developed by the County under Section 5709.832 of the Revised Code.

Section 4. Tax Exemption. Pursuant to Section 3735.67 of the Ohio Revised Code, the County hereby grants to the Developer the Southern Pickaway CRA tax exemption for new construction of a Building that is part of the Project in the amount of one hundred percent (100%) for fifteen (15) years (“the CRA Exemption”). The exemption commences the first year for which the Building would first be taxable were that Building not exempt from taxation under this Agreement. No exemption shall commence after tax year 2027 (tax payment year 2028) nor extend beyond tax year 2041 (i.e., tax payment year 2042). Each Building constructed as a part of the Project shall be treated separately for purposes of determining its qualification for tax exemption hereunder.

Section 5. Obligation of Developer. The Developer shall pay or cause to be paid such real property taxes as are not exempt under this Agreement and are charged against such property and shall file all tax reports and returns as required by law. If the Developer fails to pay such taxes or file such returns and reports, the exemption from taxation granted under this Agreement with respect to such Building is rescinded beginning with the year for which such taxes are charged or such reports or returns are required to be filed and thereafter, provided that such failure is not corrected within thirty days after written notice thereof is received by the Developer.

Section 6. Obligations of County. The County shall perform such acts as are reasonably necessary or appropriate to effect, claim, reserve and maintain the exemption from taxation granted under this Agreement, including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with that exemption.

Section 7. Continuation of CRA. If for any reason the County revokes its designation of the Southern Pickaway CRA containing the Property, or the Director of the Ohio Department of Development revokes certification of the Southern Pickaway CRA containing the Property, entitlements granted under this Agreement shall continue for the number of years specified under this Agreement unless Developer materially fails to fulfill its obligations under this Agreement and the County terminates or modifies the exemption from taxation granted pursuant to this Agreement with respect to such Building. Any such termination or modification of tax exemption under this Section 7 shall have no effect on the tax exemption granted under this Agreement for any other Building in the Project. The County agrees that it will not amend or revoke the Southern Pickaway CRA designation for this Project or modify the incentives available under that designation for this Project prior to the expiration of the latest exemption granted under this Agreement without the prior written consent of Developer except as set forth in Section 8.

Section 8. Events of Default and Remedies.

A. Any one or more of the following constitutes an “Event of Default” under this Agreement:

(i) Developer or the County fails to perform or observe any material obligation punctually and as due under this Agreement, provided that if a Force Majeure (as such term is defined below) event causes the failure, Developer or the County shall receive an additional period of time as is reasonably necessary to perform or observe the material obligation in light of the event if it notifies the other of the potential event and the extent of the delay promptly after becoming aware of the event;

(ii) Developer or the County makes a representation or warranty in this Agreement that is materially false or misleading at the time it is made;

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- (iii) Developer files a petition for the appointment of a receiver or a trustee with respect to it or any of its property;
- (iv) Developer makes a general assignment for the benefit of creditors;
- (v) A court enters an order for relief pursuant to any Chapter of Title 11 of the U.S. Code, as the same may be amended from time to time, with Developer as debtor; or;
- (vi) Developer files an insolvency proceeding with respect to itself or any proceeding with respect to itself for compromise, adjustment or other relief under the laws of any country or state relating to the relief of debtors;

As used in this Section, “Force Majeure” means any event that is not within the control of a party or its affiliates, employees, contractors, subcontractors or material suppliers that delays performance of any obligation under this Agreement including, but not limited to, the following acts: acts of God; fires; epidemics; pandemics; landslides; floods; strikes; lockouts or other industrial disturbances; acts of public enemies; acts or orders of any kind of any governmental authority; insurrections; riots; civil disturbances; arrests; explosions; breakage or malfunctions of or accidents to machinery, transmission pipes or canals; partial or entire failures of utilities; shortages of labor, materials, supplies or transportation; lightning, earthquakes, hurricanes, tornadoes, storms or droughts; periods of unusually inclement weather or excessive precipitation; or orders or restraints of any kind of the government of the United States or of the State (and in the case of a Force Majeure claim by a Developer, the County or any departments, agencies, political subdivisions or officials that are not in response to a violation of law or regulations.

B. General Right to Cure. In the event of any Event of Default in or breach of this Agreement, or any of its terms or conditions, by any party hereto, the defaulting party will, upon written notice from the other, proceed, as soon as reasonably possible, to cure or remedy such Event of Default or breach, and, in any event, within thirty (30) days after receipt of such notice. In the event such Event of Default or breach is of such nature that it cannot be cured or remedied within said thirty (30) day period, then in such event, the defaulting party will upon written notice from the other commence its actions to cure or remedy said breach within said thirty (30) day period, and proceed diligently thereafter to cure or remedy said breach.

C. Remedies. If a defaulting party fails to cure any Event of Default pursuant to paragraph (B) of this Section, a party may institute such proceedings against the defaulting party as may be necessary or desirable in its opinion to cure and remedy such default or breach. Such remedies include, but are not limited to: (i) instituting proceedings to compel specific performance by the defaulting party, (ii) suspending or terminating the obligations of the non-defaulting party under this Agreement, provided the aggrieved party must provide thirty (30) days’ notice of any termination to the defaulting party and provided further that the aggrieved party must rescind the termination notice and not terminate the Agreement if the defaulting party cures all Events of Default within a reasonable time thereafter, and (iii) any other rights and remedies available at law, in equity or otherwise to collect all amounts then becoming due or to enforce the performance of any obligation under this Agreement. The obligations of the County may be enforced to the extent permitted by law by mandamus or any suit or proceeding in law or equity. The successful party in a proceeding to cure or remedy a default or breach of this Agreement, or in defending such action against the other party shall be reimbursed for all costs and attorneys’ fees incurred by the successful party from the unsuccessful party.

If Developer does not comply with the terms of this Agreement and such noncompliance is documented by the TIRC’s recommendation to the County to modify or cancel any of the CRA Exemptions granted by this Agreement under Section 5709.85 of the Ohio Revised Code, or if the County determines that the certification as to delinquent taxes required by this Agreement is fraudulent, the County may terminate or modify the exemption from taxation granted under this Agreement with respect to Developer’s Building(s). Any such termination or modification of tax exemption under this Section 8 shall have no effect on the tax exemption granted under this Agreement for any other Building in the Project. Upon any such termination or modification, the County may require the already-received CRA Exemption benefits under this Agreement to be repaid.

If the TIRC recommends, and the County votes to require, the repayment of the already-received CRA Exemption benefits, the County shall direct the County Auditor to strike the relevant portions of the relevant parcels from the exempt list in accordance with Section 5713.08 of the Ohio Revised Code. The County Auditor shall certify, as an additional charge on the property, the amount of the already received CRA Exemption benefits to the County Treasurer for the applicable years as recommended by the TIRC and voted by the County. The County Treasurer shall collect such amount in the manner prescribed by law for the

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collection of delinquent taxes. The amount of the charge shall be reduced by the amounts paid by the Developer, to the School District and the JVSD pursuant to Section 17 herein, as evidenced by the TIRC. Alternatively, the Developer and the County may, but shall not be required to, agree to secure repayment of such taxes by a lien on the Project Site in the amount required to be repaid. Such lien may attach, and may be perfected, collected, and enforced, in the same manner as a mortgage lien on real property, and shall otherwise have the same force and effect as a mortgage lien on real property; provided, that the term and repayment schedule for the repayment associated with such lien shall be agreed upon by the County and the Developer, and no agreed upon repayment schedule shall extend for longer than ten years.

Section 9. Tax Certification. Developer hereby certifies for itself that at the time this Agreement is executed, that it does not owe any delinquent real or tangible personal property taxes to any taxing authority of the State and does not owe delinquent taxes for which Developer is liable under Chapter 5733, 5735, 5739, 5741, 5743, 5747, or 5753 of the Ohio Revised Code, or, if such delinquent taxes are owed, Developer is currently paying the delinquent taxes pursuant to an undertaking enforceable by the State or an agent or instrumentality thereof, has filed a petition in bankruptcy under 11 U.S.C. 101, et seq., or such a petition has been filed against Developer. For the purposes of this certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Ohio Revised Code governing payment of those taxes.

Section 10. Delinquent Tax, Fees and Environmental Certification. Developer affirmatively covenants that it does not owe: (1) any delinquent taxes to the State or a political subdivision of the State; (2) any moneys to the State or a state agency for the administration or enforcement of any environmental laws of the State; and (3) any other moneys to the State, a state agency or a political subdivision of the State that are past due, whether or not the amounts owed are being contested in a court of law.

Section 11. Legislative Approval Required; Agreement Conditioned on Loan Forgiveness. Developer and the County acknowledge that this Agreement must be approved by formal action of the legislative authority of the County as a condition for the Agreement to take effect. Further, Developer and the County acknowledge that the provisions of this Agreement, including but not limited to the provision of the CRA Exemption granted under this Agreement, are conditioned upon JobsOhio forgiving the outstanding balance of the JobsOhio Growth Fund Loan made to Pickaway Progress Partnership for extension of a natural gas line to the Sofidel Phase 1 project.

Section 12. Non-Discrimination. The County has developed a policy to ensure recipients of Southern Pickaway CRA tax benefits practice non-discriminating hiring in their operations. By executing this Agreement, Developer is committing Developer to following non-discriminating hiring practices with respect to its ownership and operation of its Buildings and acknowledges that no individual may be denied employment solely on the basis of age, color, disability, genetic information, military status, veterans' status, national origin/ancestry, race, religion, sex or sexual orientation.

Section 13. Agreement Revocation. The exemption from taxation granted under this Agreement shall be revoked with respect to a Building if it is determined that Developer, any successor to Developer, or any related member (as those terms are defined in division (E) of Section 3735.671 of the Ohio Revised Code) has violated the prohibition against entering into this Agreement under division (C) of Section 3735.671 or Section 5709.62, 5709.63, or 5709.632 of the Ohio Revised Code prior to the time prescribed by that division or either of those sections. Any such termination or modification of tax exemption under this Section 13 shall have no effect on the tax exemption granted under this Agreement for any other Building in the Project.

Section 14. Affirmative Covenants. Developer affirmatively covenants that it has made no false statements to the State or the County or any other local political subdivisions in the process of obtaining approval of the Southern Pickaway CRA incentives for the Project. If any representative of Developer has knowingly made a false statement to the State or a local political subdivision to obtain the Community Reinvestment Area incentives, Developer shall be required to immediately return all benefits received under this Agreement pursuant Section 9.66(C)(2) of the Ohio Revised Code and shall be ineligible for any future economic development assistance from the State, any State agency or a political subdivision pursuant to Section 9.66(C)(1) of the Ohio Revised Code. 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 Section 2921.13(D) of the Ohio Revised Code, which is punishable by a fine of not more than \$1,000 and/or a term of imprisonment of not more than six months.

Section 15. Assignment. This Agreement and the benefits and obligations hereof are not assignable without the approval of the County.

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Section 16. Tax Increment Financing Agreement. The County and Developer also agree that the County will approve and create a 100% 30-year tax increment financing (TIF) pursuant to Sections 5709.77 et seq. of the Revised Code on the Property in the Southern Pickaway CRA. The parties acknowledge that there will be no TIF service payments as to the assessed value of any Building during the term of this Agreement, as the assessed value of each Building is subject to a tax exemption under Section 4 of this Agreement for the entire 15-year period. Service payments attributed to the increase in the assessed land value of the Property under the TIF will be paid by Developer during the term of this Agreement and as provided further in the TIF Agreement.

Section 17. School Compensation. For each tax year for which an exemption is provided pursuant to this Agreement, Developer and any successor(s) shall pay to the School District and to the JVSD an amount equal to thirty percent (30%) of the taxes which would otherwise have been owed to the School District and the JVSD, respectively, but for the exemption granted under this Agreement. Such payments shall be made by March 1 of the tax payment year that is attributable to the tax year of the exemption (e.g., if an exemption is provided for tax year 2023, the payment will be due by March 1, 2024).

Section 18. Notices. Except as otherwise specifically set forth in this Agreement, all notices, demands, requests, consents or approvals given, required or permitted to be given hereunder must be in writing and will be deemed sufficiently given if actually received or if hand-delivered or sent by recognized, overnight delivery service or by certified mail, postage prepaid and return receipt requested, addressed to the other party at the address set forth in this Agreement or any addendum to or counterpart of this Agreement, or to such other address as the recipient has previously notified the sender of in writing, and will be deemed received upon actual receipt, unless sent by certified mail, in which event such notice will be deemed to have been received when the return receipt is signed or refused. The parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, certificates, requests or other communications must be sent. The present addresses of the parties follow:

To the Developer:

Sofidel America Corp.
300 Welsh Road, Building One, Suite 200, Horsham, PA 19044

Attn: Mr. Marco Serafini – Ms. Brianna Stoler

To the County:

Pickaway County Planning & Development
139 W. Franklin St.
Circleville, OH 43113
Attn: Tim McGinnis, Director

With a Copy to:

Frost Brown Todd LLP
10 West Broad Street, 23rd Floor
Columbus, Ohio 43215
Attn: Thaddeus M. Boggs

And:

Pickaway Progress Partnership
1360 Lancaster Pike, Suite 111
Circleville, Ohio 43113
Attn: Tim Colburn, Executive Director

And:

Pickaway County Port Authority
1360 Lancaster Pike, Suite 111
Circleville, Ohio 43113
Attn: Tim Colburn, Executive Director

Section 19. Severability. If any provision of this Agreement or the application of any such provision to any such person or any circumstance shall be determined to be invalid or unenforceable, then such determination shall not affect any other provision of this Agreement or the application of such provision to any other person or circumstance, all of which other provisions shall remain in full force and effect. Accordingly, parties hereby agree to change such invalid or unenforceable provision to the minimum extent necessary to make it valid and enforceable taking into consideration the herein original purpose of the parties.

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If any provision of this Agreement is capable of two constructions one of which would render the provision valid, then such provision shall have the meaning which renders it valid.

Section 20. Separate Counterparts; Captions. This Agreement may be executed by the parties hereto in one or more counterparts or duplicate signature pages, each of which when so executed and delivered will be an original, with the same force and effect as if all required signatures were contained in a single original instrument. Any one or more of such counterparts or duplicate signature pages may be removed from any one or more original copies of this Agreement and annexed to other counterparts or duplicate signature pages to form a completely executed original instrument. Captions have been provided herein for the convenience of the reader and shall not affect the construction of this Agreement.

Section 21. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the matters covered herein and supersedes prior agreements and understandings between the parties.

Section 22. Governing Law and Choice of Forum. This Agreement will be governed by and construed in accordance with the laws of the State of Ohio. All claims, counterclaims, disputes and other matters in question among the County, its employees, contractors, subcontractors and agents, the Developer, its employees, contractors, subcontractors and agents arising out of or relating to this Agreement or its breach will be decided in a court of competent jurisdiction within the County of Pickaway, State of Ohio.

Section 23. Additional Documents. The County, the Developer, and their respective successors, assigns and transferees agree to execute any further agreements, documents, or instruments as may be reasonably necessary to fully effectuate the purpose and intent of this Agreement.

IN WITNESS WHEREOF, the County and Developer have caused this Agreement to be executed in their respective names by their duly authorized officers as of the date hereinabove written.

Voting on the motion was as follows: Commissioner Wippel, yes; Commissioner Henson, yes; Commissioner Scherer, yes. Voting No: None. Motion carried.

Attest: Angela Karr, Clerk

**In the Matter of
Weekly Dog Warden Report:**

The weekly report for the Wright Poling/Pickaway County Dog Shelter was filed for the week ending January 13, 2024.

A total of \$470 was reported collected as follows: \$210 in dog license; \$150 in kennel license; \$20 in additional kennel license; \$40 in transfer out rescue and \$50 in redemptions.

Nine (9) stray dogs were processed in; zero (0) dogs were adopted.

With there being no further business brought before the Board, Commissioner Scherer offered the motion, seconded by Commissioner Wippel, to adjourn.

Voting on the motion was as follows: Commissioner Wippel, yes; Commissioner Henson, yes; Commissioner Scherer, yes. Voting No: None. Motion carried.

Jay H. Wippel, President

Harold R. Henson, Vice President

Gary K. Scherer, Commissioner
BOARD OF COUNTY COMMISSIONERS
PICKAWAY COUNTY, OHIO

Attest: Angela Karr, Clerk