

TUESDAY, JUNE 13, 2023
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, June 13, 2023, with the following members present: Mr. Jay H. Wippel, Mr. Harold R. Henson, and Mr. Gary K. Scherer. April Metzger, 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 June 6, 2023, 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 Harold Henson offered the motion, seconded by Commissioner Gary Scherer, 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 June 13, 2023, 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 \$532,379.50 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 Harold Henson offered the motion, seconded by Commissioner Gary Scherer, 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 June 13, 2023, 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 \$113,793.96 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:

\$431.30 – 658.6093.5401 – Pickaway TID PIC-SR762-13.37 Roundabout Project Contract Services – Engineer

\$1,200.00 – 101.1105.5703 – Contingencies - 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
Transfer and Reappropriations Approved:

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

\$1,200.00 – 101.1105.5703 – Contingencies – Commissioners
TO

101.1112.5429 – Countywide Rentals – Commissioners

\$3,085.70 – 228.2023.5102 – Employee’s Salaries Americorps – Juvenile Court
TO

228.2023.5501 - Americorps Equipment – Juvenile Court

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
Waiver Approved:

Nancy Graham, Fiscal Specialist, requested a waiver to pay Darby Creek Excavating, Inc., in a timely manner related to CDBG 2020. After discussing the request, Commissioner Gary Scherer offered the motion, seconded by Commissioner Harold Henson, to waive the waiting period to issue payment to Darby Creek Excavating, Inc., in the amount of \$79,354.75 as follows:

\$79,354.75 #251.6229.5520 Project Expense CDBG 2020

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: June 13th Agenda
 - Harrison Township Rezoning – Northeast corner of SR 762 and US Route 23 from Agricultural Land to Planned Business District, for the expansion of the existing RV, travel trailer and motor home business. (Applicant name: Greenlawn Companies, Inc.)

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- Outstanding Plats:
 - Navah Place – Cul-de-sac, Walnut Township, needs proof of bond before final approval can be granted.
 - Waidelich Estates – Single Lot Subdivision – Pickaway Township.
- Lot Splits:
 - Approved 3 lot splits in the last week, 15 open applications currently.

In the Matter of
Report Provided by Ron Custer:

The following is a summary of the report provided by Ron Custer, Dog Warden.

- Mr. Custer reported that the golf fundraiser went well and had a great number of attendees.
- They have been working on catching two strays that had been reported by some businesses. It is a male and female with three puppies. The parent dogs will not go in a trap.
- Mr. Custer reported that they have two candidates for the Deputy Dog Warden position. He will schedule interviews soon.

In the Matter of
Report Provided by Robert Adkins:

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

- Carlton is on vacation through Friday
- Health Department update
 - Cutover occurred Friday
 - Have 2 machines needing support and one user not setup due to being out.
 - Have 2 office printers needing wire drops
 - Need to install dymo label printers
 - Still operating on old Accounting System on old server with the understanding that there is no support for that system and no way to restore if it fails.
- Magistrate Recording system replaced for Magistrate Rick Noble and Recorder system being prepared for Juvenile Magistrate
- Mark Tucker terminated fiber for Courtroom
- Built another upgraded O365 Backup Server. Details 3-years
- Juvenile Court app upgrade – Users were affected Friday by upgrade
- Worked with Avant on Court AV system
- Mark to be onsite Wednesday
- EMA phone port to happen 8:00 on the 21st.
- VCenter down – Certs needed renewed
- Larry built out fax gateway for service center. Order to port lines for Treasurer, Auditor, Recorder and Health Department Clinic and administration.

In the Matter of
Report Provided by Michael Sherron:

The following is a summary of the report provided by Michael Sherron, EMA Director.

- This week trailer brought back from Dam Days, meeting with new ESC Superintendent, preparing for Fair, Southern Pointe Homeowners Association Meeting (Tuesday), CERT Training (Thursday) and meeting with Robert to identify ways to protect the data center during power interruption
- Next week is the Pickaway County Fair.
- General Information
 - Radio tower site – High temperature alarm, outside compressor has failed, is under warranty, will be replaced by contractor this week.
 - Run card project continuing – Finished with Scioto Township (imported and actively using, working out the bugs). Working on Harrison Twp and Pickaway Twp Fire now. Dispatchers are being trained now.

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- Critical Incident Debriefing project continues – developing relationship with Scioto Valley Peer Assistance Team.
- Disaster Relief Fund – Additional research underway.
- NIMS Training for Elected Officials.
- EMA Projects
 - Purchase of a damage assessment tool for the County – Loading Schools and Hazmat locations into system.
 - Seeking a utility trailer for the EMA UTV – trailer on order. Paid for with funds from enclosed trailer sale.
 - PCSO fiber connection conversion – Frontier upgrading our system connections before installation.
 - EMA inventory audit – more shelving space needed at EOC.
 - Homeland Security grant of \$58,804 to purchase PPE for law enforcement – bids received and selecting vendors.
- Issues requiring Commissioners Support/Notification:
 - MOU for Siren Maintenance.
 - Unknown if an MOU exists for EMA dues.

In the Matter of
Report Provided by April Metzger for Marc Rogols:

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

- There were no BWC claims, or unemployment claims filed this week.
- Mr. Rogols is still working with Fire Chief Harold Desanto, Pic-A-Fay Joint Fire District to post two brush trucks on Govedeals.com.
- One new hire packet was sent out last week. A total of 42 new hire packets were handed out year-to-date. The full-time and part-time custodial position is posted. The Maintenance Worker for the Sheriff's Office is still posted with one application received. Preliminary investigation on going with nothing detrimental so far. The Deputy Dog Warden position has been posted to the website with two applications received. Mr. Custer is conducting preliminary contacts.
- Mr. Rogols continues to meet with maintenance staff to discuss the 2023 capital improvement assignments and provided a maintenance update.
 - Catch basin repairs delayed till next week.
 - Courthouse Garage Lintels: Knese Masonry still 1-2 weeks out.
 - Courthouse Front Concrete: M Schultz still 1-2 weeks out.
 - Courthouse Sandstone Repair: Durable Slate Restoration start date still unknown.
 - Clerk of Courts: Request to paint office.
 - Decision on PICCA's request for \$40,000 for transportation fees.

In the Matter of
Road Use Maintenance Agreement
For Intermodal Sanitary Subtrunk Extension Project for
Pickaway County Engineer's Department.:

Commissioner Gary Scherer offered the motion, seconded by Commissioner Harold Henson, to approve and authorize Chris Mullins, Pickaway County Engineer to enter into the Road Use and Maintenance Agreement for the Intermodal Sanitary Subtrunk Extension Project with Ward & Bruke Tunneling. Other political subdivisions included in the agreement are Harrison Township Trustees and Madison Township Trustees.

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

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In the Matter of
Vehicle Power of Attorney for Registration:

Commissioner Harold Henson offered the motion, seconded by Commissioner Gary Scherer, to approve and authorize Commissioner Jay Wippel to execute a Power of Attorney for registration purpose of the Engineer's 2023 Ditch Witch.

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

Attest: Angela Karr, Clerk

In the Matter of
Saltcreek Township Trustees
Resolution 1-2022 to Close Bowsher Road:

On June 13, the Board of Saltcreek Township Trustees filed with the Commissioners' Office and the Pickaway County Engineer's Office Resolution No. 1-2022. The Resolution was adopted by the Board of Saltcreek Township Trustees on March 2, 2022, for the closure of Bowsher Road at the beginning at State Route 56 East and going the full length of the road. Pursuant to ORC 5553.045, the County Engineer has 30 days to file a report with the Commissioners of his findings and opinion regarding whether it is in the best interest of the County to vacate said road(s).

In the Matter of
Saltcreek Township Trustees
Resolution 1-2022 to Close Zane Trail Road:

On June 13, the Board of Saltcreek Township Trustees filed with the Commissioners' Office and the Pickaway County Engineer's Office Resolution No. 2-2022. The Resolution was adopted by the Board of Saltcreek Township Trustees on March 2, 2022, for the closure of Zane Trail Road at the beginning at Circleville Tarlton Road and going the full length of the road. Pursuant to ORC 5553.045, the County Engineer has 30 days to file a report with the Commissioners of his findings and opinion regarding whether it is in the best interest of the County to vacate said road(s).

In the Matter of
Pickaway County Court of Common Pleas Adult
Probation Department, Ohio Department of Rehabilitation and
Corrections Community Corrections Grant Agreement FY24/25:

Upon discussion, Commissioner Harold Henson offered the motion, seconded by Commissioner Gary Scherer, to approve the Ohio Department of Rehabilitation and Corrections Community Corrections Grant Agreement FY24/25 for the County Court of Common Pleas, Adult Probation Department. The total grant is in the amount of \$1,103,057 (\$363,000 probation services and \$740,057 TCAP).

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
Ohio Department of Job and Family Services
Subgrant Agreement G-2425-11-6186:

Upon discussion, Commissioner Harold Henson offered the motion, seconded by Commissioner Gary Scherer, to approve the Ohio Department of Job and Family Services Subgrant Agreement G-2425-11-6186 for the addition of Article III Responsibilities of Subgrantee, Section B.

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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
Resolution Approving Tax Increment Financing Agreement with
Northpoint Development, LLC:

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

Resolution No. PC-061323-58

A RESOLUTION DECLARING THE IMPROVEMENT TO A CERTAIN PARCEL OF REAL PROPERTY TO BE A PUBLIC PURPOSE AND EXEMPT FROM TAXATION; REQUIRING THE OWNER OF THE PARCEL TO MAKE SERVICE PAYMENTS IN LIEU OF TAXES; APPROVING COMPENSATION AGREEMENTS WITH COYNE REAL ESTATE LLC AND EACH OF THE TEAYS VALLEY LOCAL SCHOOL DISTRICT AND THE EASTLAND-FAIRFIELD CAREER AND TECHNICAL SCHOOLS; SPECIFYING THE PUBLIC INFRASTRUCTURE IMPROVEMENTS TO BE MADE THAT DIRECTLY BENEFIT THE PARCEL; AND AUTHORIZING THE EXECUTION OF A TAX INCREMENT FINANCIN AGREEMENT.

TAX INCREMENT FINANCING AGREEMENT

This Tax Increment Financing Agreement (this "Agreement") is made and entered into as of June 13, 2023 by and between the COUNTY OF PICKAWAY, OHIO ("County"), a county duly organized and validly existing under the Constitution and the laws of the State of Ohio (the "State"), and NORTHPOINT DEVELOPMENT, LLC, a Missouri limited liability company (the "Developer"):

WITNESSETH:

WHEREAS, the Developer has acquired certain real property situated in the Madison Township, a depiction of which is attached hereto as Exhibit A (the "Project Area") and incorporated herein by reference, with each parcel of real property within the Project Area referred to herein as a "Parcel" (whether as presently appearing on the county tax duplicate or as subdivided or combined and appearing on future tax duplicates); and

WHEREAS, in order to successfully develop the Parcels, it is necessary to construct or to cause to be constructed certain public infrastructure improvements as described in Exhibit B attached hereto (the "Public Infrastructure Improvements"), which the County and Developer agree will directly benefit the Parcels; and

WHEREAS, in connection with the development of the Parcels, the County has granted exemptions from real property taxes for 100% of the assessed value of new structures constructed on the Parcels for a period of 15 years, and for 100% of the assessed value of remodeling such structures for a period of 15 years, all pursuant to the community reinvestment area agreement by and between the County and the Developer (the "CRA Agreement"); and

WHEREAS, the County, by its Resolution No. PC-061323-58 passed June 13, 2023 (the "TIF Resolution"), has declared that one hundred percent (100%) of the increase in the assessed value of each Parcel subsequent to the effective date of the TIF Resolution (each such increase hereinafter referred to as an "Improvement," as further defined in Section 5709.77 of the Ohio Revised Code and the TIF Resolution) is a public purpose and is exempt from taxation for a period commencing for each Parcel the earlier of the first day of (i) the tax year in which there is an Improvement with respect to the Parcel (as it may be subdivided or combined in connection with the acquisition of the Parcel by the Developer or its affiliates or otherwise) of at least \$175,000 (i.e., an increase in true value of \$500,000), or (ii) tax year 2041, and ending on the earlier of (a) thirty (30) years after such commencement or (b) the date on which the County can no longer require service payments in lieu of taxes, all in accordance with the requirements of Sections 5709.77 5709.78 and 5709.79 of the Ohio Revised Code and the TIF Resolution (the "TIF Exemption"); and

WHEREAS, the County and the Developer intend for the CRA Agreement exemptions to take

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priority over the TIF Resolution exemptions; and

WHEREAS, the County has determined that it is necessary and appropriate and in the best interest of the County to provide for the owner of each Parcel (together with the Developer as the initial owner of the Parcels within the Project Area, but only during such ownership by the Developer, each an "Owner" and collectively the "Owners") to make annual service payments in lieu of taxes with respect to any Improvement allocable thereto (collectively for all Parcels, the "Service Payments") to the Pickaway County Treasurer (the "County Treasurer"), which Service Payments will be (i) distributed, in part, to the Teays Valley Local School District (the "Local School District") and the Eastland-Fairfield Career & Technical Center (the "Joint Vocational School District," together with the Local School District, the "School Districts") in amounts equal to the real property taxes that the School Districts would have received if the Improvements had not been exempted from real property taxation pursuant to the TIF Resolution, (ii) used to fully reimburse the Developer or any Owner of a Parcel for costs of the Public Infrastructure Improvements, plus interest thereon, and (iii) used for such other purposes as may be authorized by law, all pursuant to and in accordance with Sections 5709.77, 5709.78 and 5709.79 of the Ohio Revised Code (collectively, the "TIF Statutes") and the TIF Resolution and this Agreement; and

WHEREAS, the County Commissioners in the TIF Resolution approved the terms of this Agreement and authorized its execution on behalf of the County; and

WHEREAS, the parties desire to enter into this Agreement on the terms and conditions hereinafter set forth to provide for the collection of and disbursement of the Service Payments and to facilitate the construction of the Public Infrastructure Improvements, which will directly benefit the Project Area;

NOW, THEREFORE, in consideration of the premises and covenants contained herein and to induce the Developer or any Owner of a Parcel to proceed with the construction of the Public Infrastructure Improvements, the County agrees, and the Developer, as the initial Owner, agrees for itself and each successive Owner, as follows:

Section 1. TIF Exemption and Agreements Related Thereto.

- A. In connection with the construction of the Public Infrastructure Improvements, the County, through the TIF Resolution, has granted, among other things, with respect to the Improvements, a one hundred percent (100%) exemption from real property taxation, commencing for each Parcel the earlier of the first day of (i) the tax year in which there is an Improvement with respect to the Parcel (as it may be subdivided or combined in connection with the acquisition of the Parcel by the Developer or otherwise) of at least \$35,000 (i.e., an increase in the true value of \$100,000), or (ii) tax year 2041, and ending on the earlier of (a) thirty (30) years after such commencement, or (b) the date on which the County can no longer require service payments in lieu of taxes, all in accordance with the requirements TIF Statutes and the TIF Resolution.
- B. The County shall perform such acts as are reasonably necessary or appropriate to (i) preserve and maintain the exemptions under the CRA Agreement as exemptions having priority over exemptions established pursuant to the TIF Resolution, and (ii) effect, claim, reserve, and maintain the exemptions from real property taxation granted under the TIF Resolution and this Agreement, including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with such exemptions.

Section 2. Obligation to Make Service Payments.

A. Service Payments. The Developer, as the initial Owner, agrees for itself and each successive Owner, to make the Service Payments due during its period of ownership of each Parcel, all pursuant to and in accordance with the requirements of the TIF Statutes, the TIF Resolution, the provisions of Ohio law relating to real property tax collections, and any subsequent amendments or supplements thereto. Service Payments will be made semiannually to the County Treasurer (or to the County Treasurer's designated agent for collection of the Service Payments) on or before the final dates for payment of real property taxes for the Parcels, until the expiration of the TIF Exemption. Any late payments will bear penalties and interest at the then-current rate established under Sections 323.121 and 5703.47 of the Ohio Revised Code or any successor provisions thereto, as the same may be amended from time to time. Service Payments will be made in accordance with the requirements of the TIF Statutes and the TIF Resolution and, for each Parcel, will be in the same amount as the real property taxes that would have been charged and payable against the Improvement to that Parcel if it were not exempt from taxation pursuant to the TIF Exemption, including any penalties and interest. The Owners will not, under any

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circumstances, be required (i) for any tax year to pay both real property taxes and (ii) Service Payments with respect to any portion of the Improvement to a Parcel, whether pursuant to Section 5709.79 of the Ohio Revised Code or this Agreement and to make Service Payments as to any portion of an Improvement for any period the Improvement or any portion thereof is subject to a CRA Exemption. The County agrees, and the Developer, as the initial Owner, agrees for itself and each successive Owner, that the Coyne Public Improvement Tax Increment Equivalent Fund referred to in Section 3 of the TIF Resolution (the "TIF Fund") will receive all Service Payments made with respect to the Improvement to each Parcel that are payable to the County. Notwithstanding any other provision of this Agreement or the TIF Resolution, the TIF Exemption and the obligation to make Service Payments are subject and subordinate to any tax exemption applicable to the Improvements under Sections 3735.65 through 3735.70 of the Ohio Revised Code.

B. Priority of Lien. The Developer, as the initial Owner acknowledges, for itself and any and all future Owners, that the provisions of Section 5709.91 of the Ohio Revised Code, which specify that the Service Payments for each Parcel will be treated in the same manner as taxes for all purposes of the lien described in Section 323.11 of the Ohio Revised Code, including, but not limited to, the priority of the lien and the collection of Service Payments, will apply to this Agreement and to the Parcels and any Improvements thereon.

Section 3. Establishment of a TIF Fund by the County; Distribution of Funds. The County agrees that it shall establish the TIF Fund as a depository fund to be held in the custody of the County for the sole purpose of receiving the Service Payments made from the Owners to the County Treasurer and payable to the County. Upon distribution of the Service Payments to the County (after compensation amounts have been paid to the School Districts as set forth in Section 5 of this Agreement or otherwise required by law), those Service Payments shall be deposited to the TIF Fund. Amounts on deposit in the TIF Fund shall be used by the County to reimburse the Developer or any Owner of a Parcel that has executed an Assignment and Assumption Agreement pursuant to Section 13 hereof for costs of the Public Infrastructure Improvements in the manner and amounts described and permitted herein.

Section 4. Exemption Applications, Maintenance, and Notice. In accordance with Ohio Revised Code Sections 5715.27 and 5709.911, the Developer or any Owner of a Parcel or the County, at the Developer's or such Owner's request, shall file or cause to be filed an application prepared by the Developer for an exemption from real property taxation (DTE Form 24 or its successor form) with the Pickaway County Auditor (the "County Auditor") for the Improvements. The Developer or any Owner of a Parcel and the County agree to cooperate with each other for this purpose, and to cooperate with the County Auditor, the Ohio Department of Taxation and other public officials and governmental agencies in the performance by the public officials and governmental agencies of their duties in connection with the TIF Resolution and this Agreement.

Section 5. Payments to School Districts. As provided in the TIF Resolution or as otherwise required by law, the School Districts shall receive from the Service Payments, and prior to the deposit of any of those Service Payments into the TIF Fund, an amount equal to the amount that the School Districts would otherwise have received as real property tax payments derived from the Improvements to the Parcels if the Improvements had not been exempt from taxation.

Section 6. Reimbursements to Developer or any Owner of a Parcel from TIF Fund. The County shall use the Service Payments in the TIF Fund to reimburse the Developer or any Owner of a Parcel that has executed an Assignment and Assumption Agreement pursuant to Section 13 hereof for the cost to the Developer or such Owner of constructing the Public Infrastructure Improvements (with the costs collectively referred to herein as the "Costs"). The Costs include but are not necessarily limited to: (i) cash paid for construction of the Public Infrastructure Improvements; (ii) interest on cash paid by the Developer or any Owner of a Parcel at the Interest Rate as defined and set forth below; (iii) review and inspection fees incurred in connection with the construction of the Public Infrastructure Improvements; (iv) professional fees; (v) any and all fees and direct or indirect costs incurred in connection with the Developer or any Owner of a Parcel obtaining and maintaining a letter of credit or depositing funds into escrow related to the construction of the Public Infrastructure Improvements, whether incurred by the Developer or any Owner of a Parcel or by one or more other parties on behalf of the Developer or any such Owner, including, but not limited to, any and all costs, fees or other charges attributable to the Developer's or such Owner's reimbursement of the letter of credit provider for any draws against the letter of credit or escrow account and any and all costs, fees or other charge relating thereto; and (vi) construction management and supervisory costs and fees.

From time to time after commencement of construction of the Public Infrastructure Improvements, the Developer or any Owner of a Parcel shall provide a certified statement to the County setting forth and

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providing reasonable evidence concerning Costs of the Public Infrastructure Improvements (each a “Certified Statement”, and collectively, the “Certified Statements”). Upon receipt of each Certified Statement, the County shall review the costs evidenced in the Certified Statement to determine whether each of the costs constitutes Costs of Public Infrastructure Improvements eligible to be reimbursed out of the TIF Fund in accordance with this Agreement; provided, however, that any costs certified to the County. Within fifteen (15) business days of the County’s receipt of each Certified Statement, the County shall certify to the Developer or such Owner the portion of the Costs evidenced in the Certified Statement which has been approved by the County for reimbursement out of the TIF Fund pursuant to this Agreement. In the event that the County shall fail to certify such approved portion of the Costs within fifteen (15) days of its receipt of a Certified Statement (as required under this Agreement), the County shall be deemed to have certified 100% of the Costs evidence in the Certified Statement as having been approved by the County for reimbursement out of the TIF Fund pursuant to this Agreement.

Interest on the unpaid portion of the Costs will accrue at the Interest Rate from the date on which the County certifies to the Developer or any Owner of a Parcel the portion of the Costs evidenced in the Certified Statement which has been approved by the County for reimbursement out of the TIF Fund pursuant to this Agreement; provided, that if the County shall fail to certify such approved portion of the Costs within fifteen (15) days of its receipt of a Certified Statement (as required under this Agreement) interest shall accrue from the date which is fifteen (15) days following the County’s receipt of a Certified Statement. As used in this Agreement, “Interest Rate” means the following six and zero hundredths percent (6.00%) per annum. Interest shall be calculated on the basis of a 360-day year consisting of twelve 30-day months.

For purposes of this Agreement, “costs” of the Public Infrastructure Improvements includable in the Costs include costs of any “public infrastructure improvements” as defined in Section 5709.40 of the Ohio Revised Code that directly benefit any Parcel of the Property, whether or not described in Exhibit B hereto, that are incurred by the Developer or any Owner of a Parcel. The Developer has estimated those costs to be \$7,000,000, which is the reimbursable amount from the TIF fund.

All payments to the Developer or any Owner of a Parcel hereunder on each Payment Date must be made pursuant to written instructions provided by the Developer or such Owner.

Notwithstanding any other provision of this Agreement, the County’s payment obligations hereunder are limited to the monies in the TIF Fund and do not constitute an indebtedness of the County, the State of Ohio, or any other political subdivision thereof, within the provisions and limitations of the laws and the Constitution of the State of Ohio. Neither the Developer nor any Owner shall have the right to have taxes or excises levied by the County, the State of Ohio, or any other political subdivision thereof for the payment of the Costs and accrued interest.

Section 7. Representations of the Parties. The Developer hereby represents that it has full power and authority to enter into this Agreement and carry out its terms. The County hereby represents that the TIF Resolution was passed by the Commissioners on June 13, 2023, and remains in full force and effect, that this Agreement is authorized by the TIF Resolution, and that the County has full power and authority to enter into this Agreement, to carry out its terms and to perform its obligations hereunder and thereunder. The County further represents and warrants that it shall not take action which would result in a reduction in the period of the TIF Exemption, the percentage of the TIF Exemption, or the amount of Service Payments to be received and made available to pay the Costs of the Public Infrastructure Improvements unless such action shall be permitted by law and not inconsistent with the County’s obligations under this Agreement.

Section 8. Provision of Information. The Developer, as the initial Owner, agrees for itself and each successive Owner to (i) cooperate in all reasonable ways with, and provide necessary and reasonable information to, the designated tax incentive review council to enable that tax incentive review council to review and determine annually during the term of this Agreement the compliance of the Owners with the terms of this Agreement; and (ii) to cooperate in all reasonable ways with, and provide necessary and reasonable information to the County to enable the County to submit the status report required by Section 5709.78(H) of the Ohio Revised Code to the Director of the Ohio Department of Development on or before March 31 of each year.

Section 9. Nondiscriminatory Hiring Policy. The Developer, as the initial Owner, agrees for itself and each successive Owner to comply with the County’s nondiscriminatory hiring policy adopted pursuant to Ohio Revised Code Section 5709.832 to ensure that recipients of tax exemptions practice nondiscriminatory hiring in their operations. The County will provide a copy of that policy and any updates to that policy to the

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Developer and each Owner. In furtherance of that policy, the Developer agrees for itself and each successive Owner that they will not deny any individual employment solely on the basis of race, religion, sex, disability, color, national origin or ancestry.

Section 10. Prevailing Wage. The Developer, as the initial Owner, agrees for itself and each successive Owner, and the County acknowledges, that the construction of Public Infrastructure Improvements owned or to be owned by the County or another “public authority” (as defined in Section 4115.03(A) of the Ohio Revised Code) are subject to the prevailing wage requirements of Ohio Revised Code Chapter 4115, and all wages paid to laborers and mechanics employed to construct the Public Infrastructure Improvements must be paid at not less than the prevailing rates of wages of laborers and mechanics for the classes of work called for by the Public Infrastructure Improvements, which wages must be determined in accordance with the requirements of that Chapter 4115. The County and each Owner have or will comply, and each Owner has or will require compliance by all contractors working on any Public Infrastructure Improvements owned or to be owned by the County or another public authority, with all applicable requirements of that Chapter 4115, including, without limitation, (i) obtaining the determination required by that Chapter 4115 of the prevailing rates of wages to be paid for all classes of work called for by the Public Infrastructure Improvements, (ii) obtaining the designation of a prevailing wage coordinator for the Public Infrastructure Improvements, and (iii) insuring that all subcontractors receive notification of changes in prevailing wage rates as required by that Chapter 4115.

Section 11. Estoppel Certificate. Within thirty (30) days after a request from the Developer or any Owner of a Parcel, the County will execute and deliver to the Developer or that Owner or any proposed purchaser, mortgagee or lessee of that Parcel, a certificate stating that, with respect to that Parcel, if the same is true: (i) this Agreement is in full force and effect; (ii) the requesting Developer or Owner is not in default under any of the terms, covenants or conditions of this Agreement, or, if the Developer or that Owner is in default, specifying same; and (iii) such other matters as the Developer or that Owner reasonably requests.

Section 12. 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: NorthPoint Development, LL
3315 N Oak Trafficway
Kansas City, MO 64116
Attn: Brent Miles

With a Copy To: Montrose Law Firm, LLC
100 E. Broad St., Suite 2320
Columbus, OH 43215

Attn: David J. Robinson

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

With a Copy to: [To be provided]

Section 13. Successors; Assignment; Amendments; County Consents. Each Owner’s obligations under this Agreement, including, without limitation, its obligation to make Service Payments with respect to each Parcel it owns, are absolute and unconditional covenants running with the land and are enforceable by the County, regardless of whether the benefits and obligations of this Agreement are assigned to such Owner pursuant to the next succeeding paragraph. Each Owner further agrees that all covenants herein, including, without limitation, its obligation to make Service Payments, whether or not these covenants are included by

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any Owner of any Parcel in any deed or instrument of conveyance to that Owner's successors and assigns, are binding upon each subsequent owner and are enforceable by the County. Any future Owner of any Parcel, or any successors or assigns of such Owner, will be treated as an Owner for all purposes of this Agreement. Nothing in this Agreement prevents an Owner from transferring any or all of its interest in the Parcels to another person or entity.

This Agreement and the benefits and obligations thereof are assignable by the Developer or any Owner without the approval of the County. Notwithstanding the foregoing, as a condition to the right of an Assignee (defined below) to receive reimbursement for Costs as set forth in this Agreement, each full or partial assignee of this Agreement and the benefits and obligations thereof (an "Assignee") shall execute and deliver to the County an Assignment and Assumption Agreement in substantially the form attached hereto as Exhibit C (each, an "Assignment and Assumption Agreement"), wherein such Assignee (i) assumes the obligations of the Developer under this Agreement with respect to the Transferred Property (as defined in Exhibit C) (whether the Assignee receives the Transferred Property directly from the Developer or a Successor (as defined in Exhibit C)), and (ii) certifies to the validity, as to the Assignee, of the representations contained herein and in the Assignment and Assumption Agreement. Upon the receipt by the County of such Assignment and Assumption Agreement, the County shall acknowledge and consent to the Assignment and Assumption Agreement, and as to the assigned benefits and the Transferred Property the Assignee shall have all entitlements and rights, and obligations, as an "Owner" under this Agreement, in the same manner and with like effect as if the Assignee had been the original Developer and a signatory to this Agreement. The County agrees that, within fifteen (15) days following the receipt of an Assignment and Assumption Agreement signed by an Assignee pursuant to this Section 13, the County will sign that Assignment and Assumption Agreement and return the executed Assignment and Assumption Agreement to or at the direction of the Assignee.

Section 14. Extent of Covenants; No Personal Liability. All covenants, stipulations, obligations, and agreements of the parties contained in this Agreement are effective and enforceable to the extent authorized and permitted by applicable law. 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. No such covenant, stipulation, obligation, or agreement will be deemed a covenant, stipulation, obligation or agreement of any present or future member, officer, agent or employee of any of the parties hereto in their individual capacity, and neither the members of the County Council nor any County official executing this Agreement, or any individual person executing this Agreement on behalf of the Developer, will be liable personally by reason of the covenants, stipulations, obligations or agreements of the County or the Developer contained in this Agreement. The obligation to perform and observe the agreements contained herein on the part of the Developer shall be binding and enforceable by the County against the Developer with respect to (and only to) the Developer's interest in its portion of the Parcels and the Improvements, or any parts thereof or any interest therein.

Section 15. Events of Default and Remedies.

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

- (i) The Developer, any Owner 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, the Developer, any Owner or County may 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) The Developer, any Owner or the County makes a representation or warranty in this Agreement that is materially false or misleading at the time it is made;
- (iii) The Developer or any Owner files a petition for the appointment of a receiver or a trustee with respect to it or any of its property;
- (iv) The Developer or any Owner 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 the Developer or any Owner as debtor; or
- (vi) The Developer or any Owner 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;

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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; 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, any Owner, 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.

D. If an Event of Default occurs with respect to the Developer or any Owner, the remedies of the County pursuant to paragraph (C) shall be limited to the Developer or such Owner with respect to which such Event of Default has occurred and such Event of Default shall have no effect on the rights and benefits of the Developer (if it is not the defaulting party) or any other Owner under this Agreement.

Section 16. Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable, said provision will be fully severable. This Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement and the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there will be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible that is and will be legal, valid and enforceable.

Section 17. 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 18. 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.

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Section 19. 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 or any Owner of a Parcel, or their respective 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 20. Additional Documents. The County, the Developer, any Owner 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.

Section 21. Recordation. No later than fifteen (15) days following the execution of this Agreement by each of the Developer and the County, the Developer will cause this Agreement, or a memorandum thereof, to be recorded in the Pickaway County, Ohio real property records on each Parcel of the Property. During the term of this Agreement, each Owner will cause all instruments of conveyance of interests in all or any portion of any Parcel to subsequent mortgagees, successors, lessees, assigns, or other transferees to be made expressly subject to this Agreement; provided, however, that any failure by any Owner to make any such instrument of conveyance expressly subject to this Agreement shall not affect the unconditional and binding nature of this Agreement on each such subsequent mortgagee, successor, lessee, or assign.

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
Approval of YMCA Lease
Agreement for use of Memorial Hall:

Commissioner Gary Scherer offered the motion, second by Commissioner Harold Henson, to approve and execute the Lease Agreement with YMCA of Central Ohio for the rental of Memorial Hall dance studio space. The agreement is for one year commencing January 1, 2023, to December 31, 2023, at the rate of \$900.00 per month.

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
Job and Family Services Parking Lot Resurfacing
Change Order No. 1 from Spires Paving Company, Inc.:

Commissioner Harold Henson offered the motion, second by Commissioner Gary Scherer, to approve Change Order No. 1 with Spires Paving Company, Inc. for the Job and Family Services Parking Lot Resurfacing Project. Subsoils did not pass proof roll, therefore added excavation, 304 limestone, and geotextile fabric. Also changed curb type. Paved surface without exposure to any other dirt or traffic so did not use tack coat. Total sum of \$38,317.74.

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
Everbridge Mass Notification to be
Purchased with American Rescue Plan Funds:

Commissioner Gary Scherer offered the motion, second by Commissioner Harold Henson, to approve the proposal for Everbridge Mass Notification. The cost of the Mass notification with community engagement and resident connection is \$18,113.27. Total cost for the first year is \$13,613.27 after a credit from the current Nixle account of \$4,500 that is good through November 2023. Everbridge Mass Notification will allow for community engagement and better segmentation of messaging. Software shall be purchased with American Rescue Plan funds.

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
Circleville Herald:

Stephen Collins, Circleville Herald, met with the Commissioners to follow up current events and to gather information regarding the new EMA Director, Michael Sherron for an article he is preparing. Mr. Collins is ready for the fair next week and trying new and interested ways to cover the fair this year. The Circleville Herald is going to try to have a more public approach this year at the Pumpkin Show by having a photo booth and gathering input from the public.

In the Matter of
County Administrator Report:

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

- Mrs. Metzger discussed taking down COVID partitions. She has received a request from Magistrate Harsha to remove partitions.
- Recorder's Office scanning project \$205,548 and \$23,496.82. Originally asked for \$400,000.
- Jail Sewer update: Phase 4 saw cutting concrete, dig, fix, fill. Will have Ryan Wilkins inspect before backfilling. The concert is scheduled for June 21st.
- Mrs. Metzger sent fund approval request to Auditor of State for Port Authority accounts on Friday.
- Mrs. Metzger sent letter to MS Consultants regarding no longer needing their services.
- Mrs. Metzger discussed the Auditor, Recorder, Treasurer's Offices closed on July 3rd. Other office has asked if all office will be following suite. Commissioners' close office July 3rd as well.
- Mrs. Metzger is working on the tax budget. All office spreadsheets have been submitted. Due in July.

In the Matter of
Accurate Quote for
Pickaway County Jail Air Handler #1:

Commissioner Gary Scherer offered the motion, second by Commissioner Harold Henson, to approve quote #549047 from Accurate for air handler #1 at the Pickaway County Jail. Replacement of return air fan motor, motor sheave and belt at the cost of \$2,900.

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
Accurate Quote for
Pickaway County Jail Air Handler #6:

Commissioner Gary Scherer offered the motion, second by Commissioner Harold Henson, to approve quote #549059 from Accurate for air handler #6 at the Pickaway County Jail. Replacement of return air fan motor, motor sheave and belt at the cost of \$1,500.

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
Accurate Quote for
Pickaway County Jail Air Handler #2:

Commissioner Gary Scherer offered the motion, second by Commissioner Harold Henson, to approve quote #549047 from Accurate for air handler #2 at the Pickaway County Jail. Replacement of return air fan motor, motor sheave and belt at the cost of \$10,000.

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
Pickaway County Sheriff's Report:

The following is a summary of the report provided by Chief Deputy Brown, Pickaway County Sheriff:

- Sheriff Hafey reported that the Sheriff's Office assisted Circleville Police Department with a shooting.
- Cruisers are about a month out for PARS vehicles. Stripping is taking place now on some of the new vehicles.
- The Sheriff's Office is preparing for the fair next week. The command trailer will be stationed, and the Office will be set up in Heritage Hall.
- Two new road deputies will be starting July 3rd. The background check is in the works for the Maintenance Position candidate.

In the Matter of
Transportation Improvement District
PIC-SR762-13.37 Safety Project Bid Opening:

No bids were submitted

In the Matter of
Executive Session:

At 1:07 p.m., Commissioner Gary Scherer offered the motion, seconded by Commissioner Harold Henson, to enter into Executive Session pursuant to ORC §121.22 (G) (1) to consider the appointment, employment, dismissal, discipline, promotion, demotion, or compensation, etc., of a public employee with April Dengler, County Administrator 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

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At 1:27 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
Executive Session:**

At 1:30 p.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, Nate Green and David Robinson, Montrose Group, Brian Marsh, JLL, April Dengler, County Administrator 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

- Nate Green and David Robinson, Montrose Group, Brian Marsh, JLL left the session at 2:05 p.m.

At 2:30 p.m., the Commissioners exited Executive Session and Commissioner Harold Henson offered the motion, seconded by Commissioner Gary Scherer, 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
Allocation of 5% Increase to
General Fund Salary Line Items:**

Commissioner Harold Henson offered the motion, seconded by Commissioner Gary Scherer, to approve a 5% increase to general fund salary line items to be used for raises effective July 2nd, 2023.

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 June 10, 2023.

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A total of \$130 was reported being collected as follows: \$60 in adoptions; \$15 dog license; \$15 in dog license late penalty and \$40 in private donations.

One (1) stray dog was processed in; one (1) dog was 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
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Attest: Angela Karr, Clerk