

**TUESDAY, JUNE 21, 2022**  
**OFFICE OF THE BOARD OF COMMISSIONERS**  
**PICKAWAY COUNTY, OHIO**

The Pickaway County Board of Commissioners met in Regular Session located at Heritage Hall, 415 Lancaster Pike, Circleville, Ohio, on Tuesday, June 21, 2022, 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 June 14, 2022, 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 June 22, 2022, 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 her warrant on this entry in the amount of \$478,051.20 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

**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 June 22, 2022, 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 her warrant on this entry in the amount of \$534,771.89 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**  
**Report Provided by Tim McGinnis:**

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

- **Planning Commission:**
  - Madison Township rezoning application for 2 parcels adjoining to the east of the current CT Realty Industrial Park site.
  - Kevin Steward property on US 23 has restrictions that were put on the land by the Pickaway County Regional Planning Commission that require current Planning Commission review to amend.
- **Outstanding Plats:**
  - Expecting submittal of a sketch plan for the extension of the Columbus City Sewer south from Ashville Pike, down to the Healy property, which is controlled by VanTrust on State Route 762.
  - Expecting submittal of Bulen Pierce Road plat correcting the current right-of-way just south of State Route 762.
- **Lot Splits:**
  - Approved 1 lot split in the last week, 13 open applications currently.
- **CDBG:** No Update

**In the Matter of**  
**Report Provided by Gary Cameron:**

The following is a summary of the report provided by Gary Cameron, EMA Director.

- This week Mr. Cameron will attend the County Fair.
- Next week Mr. Cameron will attend a school walkthrough with first responders at New Hope and ESInet Steering Committee.
- General Information
  - One drone deployment at the request of the PCSO and Harrison Fire
  - Connection problems at the PCSO dispatching center persist
  - Continued reports of cyber-crime/hacking forwarded to IT
- EMA Projects
  - Full scale pipeline disaster exercise in planning stages. Scheduled for August 31 at Deer Creek State Park. Exercise was sanctioned by the SERC.
  - Continued effort to train first responders in ICS and NIMS. Training request submitted to State.
  - EMA inventory audit – slow progress. Reorganization of EOC garage underway and transferring some PPE supply from Maintenance shop to EOC.
  - Continuing development of the Community Emergency Response Team – CERT scheduled to provide first aid assistance at County Fair.
- Issues requiring Commissioners Support/ Notification
  - EMA dues letters for political subdivisions

**In the Matter of**  
**Dog Shelter Report:**

The following is a summary of the report provided by Robert Adkins, Pickaway County IT Department Director:

- Mr. Custer has been reaching out to Pine Valley to finalize the plans for the new outdoor kennels.
- Tree limbs were down on the property from the recent storm and Maintenance cleaned all debris up.

**In the Matter of**  
**IT Department Report:**

The following is a summary of the report provided by Robert Adkins, Pickaway County IT Department Director:

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- Spectrum port of phones for Garage and for Dog Shelter – Order Created waiting on Frontier to release lines.
- SO – Migration -Mark is finalizing document for Central Square directions of network changes needed.
- Juvenile Court Database moved to SQL Server.
- Rick has been facilitating Pioneer’s connection to implement eCitations for JV Court. Update

**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 filed for the week. There was one unemployment claim filed this week.
- Currently no auctions pending on Govdeals.com. Mr. Rogols was contacted by Darby Township regarding sale of equipment. Still pending sale of equipment. A vehicle for JFS will be listed this week.
- Health Insurance update.
- Mr. Rogols reported there were no new hire packets sent out this week. Thirty-nine have been handed out year -to-date for all departments. The Maintenance Supervisor position will be posted to the county website.
- The Biometric Screening Event was held last week at the Highway Garage for thirty-one employees. A meeting is scheduled this week with Adena Representatives to evaluate the screening. The next event will be held at the Sheriff’s Office.
- Mr. Rogols and Ms. Dengler participated in the virtual JBC meeting with Franklin County to discuss contracts, orthopedic health support, ThriveOn updates and financial. Franklin County is looking to increase deductibles per their labor rep and with no input from the committee. Pickaway County is strongly opposed.

**In the Matter of**  
**Executive Session:**

At 9:23 a.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 Jon Brown, Maintenance Supervisor, April Dengler, County Administrator, Marc Rogols, County Deputy 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

At 9:27 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**  
**Premier Health Care Services, LLC**  
**Agreement with Pickaway County Sheriff’s Office**  
**For Clinical Services and Staffing:**

Commissioner Gary Scherer offered the motion, seconded by Commissioner Harold Henson, to approve the Agreement with Premier Health Care Services, LLC and Pickaway County Sheriff’s Office to provide Clinical Services and staffing for quality health care services at the Pickaway County Jail. PHCS

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shall provide weekly physician visit, physician oversight and on-call services of a physician twenty-four (24) hours per day, seven (7) days per week. Nursing services provided by RN, LPN, or Paramedic up to seventy-six (76) hours per week, with the exclusion of eight (8) holidays, and on-call services twenty-four (24) hours per day, seven (7) days per week.

Agreement shall become effective July 1, 2022 and will continue for twelve (12) months until June 30, 2023. Agreement shall automatically renew for successive one (1) year terms unless either party provides written notice of intent to not renew contract thirty (30) days prior to expiration. Notification of termination of agreement shall be provided thirty (30) days advance written notice.

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**  
**Allocation of April 2022 Sales Tax Collections:**

Commissioner Gary Scherer offered the motion, seconded by Commissioner Harold Henson, to allocate the April 2022 Sales Tax collections in the following manner:

**\$42,221.00 to 401.0000.4121 – Capital Fund**  
**\$1,013,311.31 to 101.0000.4121 – General Fund**

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**  
**Authorized Certifications for OPWC Disbursements**  
**For Pickaway County Engineer Department:**

Commissioner Gary Scherer offered the motion, seconded by Commissioner Harold Henson, to approve and authorize Commissioner Jay Wippel to execute the Authorized Certifications for OPWC Disbursements for the Pickaway County Engineer. Request No. 2 for project CQ01Y in the amount of \$284,106.19. Project is estimated at 100% complete.

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**  
**2021 County and Township Resurfacing Program Bid B**  
**For Pickaway County Engineer Department**  
**Project Invoice to Cox Paving LLC:**

Commissioner Gary Scherer offered the motion, seconded by Commissioner Harold Henson, to approve invoice No. 2 for to Cox Paving, LLC for the 2021 County and Township Resurfacing Program, Bid B in the amount of \$171,621.46 from Pickaway County 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

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**In the Matter of**  
**Independent Contractor Agreement with**  
**Kelson C. Kight for Pickaway County Building Department:**

Commissioner Harold Henson offered the motion, seconded by Commissioner Gary Scherer, to approve the Independent Contractor Agreement with Kelson C. Kight to serve as Chief Building Official and Building Inspector. Mr. Kight will be responsible for code-enforcement the Pickaway County Building Department on an “as needed” basis at the rate of \$70.00 per hour with a two-hour minimum. Terms of the agreement are for a two-year period, July 1, 2022, thru June 30, 2024.

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 Dengler, County Administrator:

- Ms. Dengler discussed the Memorial Hall Window Project for 2023. WDC Group needs to get the project ready to send out for bid due to windows are eight months out for ordering.
- The deck should start to be constructed Monday at Building Department.
- Ms. Dengler participated in the Franklin County JBC Webinar last week. They are proposing to increase deductibles to \$600 mid-year. Participants are very opposed.

**In the Matter of**  
**Sanitary Repairs for Pickaway County Jail**  
**Phase 1 Operational/ Functional Program**  
**Architectural Program Schematic Design Submission Checklist:**

Commissioner Harold Henson offered the motion, seconded by Commissioner Gary Scherer, to approve and authorize Commissioner Jay Wippel to execute the Sanitary Repairs for Pickaway County Jail, Phase 1 Operational/ Functional Program Architectural Program Schematic Design Submission Checklist.

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

❖ **Commissioner Jay Wippel left session.**

**In the Matter of**  
**Executive Session:**

At 9:32 a.m., Commissioner Gary Scherer offered the motion, seconded by Commissioner Harold Henson, to enter into Executive Session pursuant to ORC §121.22 (G) (5) matters required to be kept confidential by federal law or regulations or state statutes; with April Dengler, County Administrator, Marc Rogols, County Deputy Administrator, Angela Karr, Clerk, Chris Mullins, Engineer, Sheriff Hafey, PCSO, Lisa Burroughs, Auditor’s Office, Judge Shelly Harsha, Judge Randal Knece, Ellery Elick, Treasurer, Judy Wolford, Prosecutor, Joyce Gifford, Recorder, James Dean, Clerk of Courts and Robert Adkins, IT Director, in attendance.

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

Attest: Angela Karr, Clerk

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At 10:51 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, absent; 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 11:23 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, April Dengler, County Administrator, Marc Rogols, Deputy County Administrator, Angela Karr, Clerk, Trey Fausnaugh, Teays Valley School District, Thaddeus Boggs, Front Brown Todd LLC, Phil Rasey, VanTrust Real Estate, Scott Ziance, Vorys Legal Counsel in attendance. Commissioner Wippel was present by teleconference.

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

Attest: Angela Karr, Clerk

- ❖ **Phil Rasey, VanTrust Real Estate and Scott Ziance, Vorys Legal Counsel were excused from session.**
- ❖ **Commissioner Jay Wippel joined session at 11:40 a.m.**

At 12:08 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**  
**Resolution Approving Pickaway County**  
**Northern Industrial Area Community**  
**Reinvestment Area Agreement with**  
**VTRE Development, LLC:**

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

**Resolution No.: PC-062122-47**

**PICKAWAY COUNTY NORTHERN INDUSTRIAL AREA**  
**COMMUNITY REINVESTMENT AREA AGREEMENT**

This COMMUNITY REINVESTMENT AREA AGREEMENT (this "Agreement") is

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made and entered into as of this day of June 22, 2022 by and between the COUNTY OF PICKAWAY, OHIO (the "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 VTRE DEVELOPMENT, LLC ("Developer"), a Delaware limited liability company. Developer and its successors and assigns under this Agreement are hereinafter referred to as "Owner" or "Owners." The County and the Developer are each a "Party" and collectively, the "Parties."

**WITNESSETH:**

WHEREAS, the County has determined to encourage the development of real property and the acquisition and installation of personal property in the area identified on Exhibit A attached hereto, composed of the approximately 7250 acres of land it designated the "Pickaway County Northern Industrial Community Reinvestment Area" (the "Northern Industrial CRA") by a resolution adopted July 10, 2006, pursuant to Section 3735.66 of the Ohio Revised Code; and

WHEREAS, the Developer has acquired or intends to acquire the real property located in the CRA that is described and depicted on Exhibit B attached hereto (the "Project Site"), and, through itself or in cooperation with one or more entities that control the Developer, are controlled by the Developer, or are under common control with the Developer (each an "Affiliate," and collectively, the "Affiliates" ), intends to (i) construct, or cause to be constructed (in one or more phases), one or more distribution center, e-commerce fulfillment, warehousing, logistics, packaging, light manufacturing (i.e., up to 50% of the square footage used for manufacturing), assembly, or similar commercial operations (but not heavy manufacturing or battery plant manufacturing) facilities, possibly with office space comprising up to 30% of any particular facility (with each individual building or structure to be constructed on the Project Site being referred to herein as a "Building") and (ii) potentially remodel or cause to be remodeled (in one or more phases) one or more of those Buildings (collectively, the "Project") with the combined square footage of the Buildings estimated to total approximately 3,000,000 – 4,000,000 square feet, provided that the appropriate economic development incentives are available to support the economic viability of the Project; and

WHEREAS, the Director of Development of the State has determined that the Northern Industrial 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, desires to provide incentives available for the development of the Project in the Northern Industrial CRA; and

WHEREAS, the County, having the appropriate authority, desires to provide the Developer with the incentives set forth herein to support the development of the Project on the Project Site; and

WHEREAS, the County, subject to the terms of this Agreement, has agreed to provide the Developer with: (i) a fifteen (15) year, 100% real property tax exemption pursuant to R.C. Section 3735.67 for the value of each new Building constructed at the Project Site and (ii) a fifteen (15) year, 100% real property tax exemption pursuant to R.C. Section 3735.67 for the increase in assessed value after remodeling of any Building on the Project Site (collectively, the "CRA Exemptions"); and

WHEREAS, the Developer has submitted to the County an application for a community reinvestment area agreement (the "Application"), a copy of which is attached hereto as Exhibit C; and

WHEREAS, the Developer has paid, or will pay, the required State application fee of \$750.00 made payable to the Ohio Department of Development ("ODOD") to be forwarded to ODOD with a copy of the final Agreement; and

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

WHEREAS, the Project Site is located in the Teays Valley Local School District (the

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“School District”), and the Board of Education of the School District and the Board of Education of the Eastland-Fairfield Career and Technical Schools (the “JVSD”); and

WHEREAS, the Board of Education of the School District, pursuant to a resolution dated December 13, 2021, approved this Agreement and the CRA Exemption provided herein and waived all applicable notice requirements; and

WHEREAS, the Board of Education of the JVSD, pursuant to a resolution dated February 9, 2022, waived all applicable notice requirements with respect to the CRA Agreement and the CRA Exemptions; and

WHEREAS, the School District and the Developer have reached a tentative agreement on terms for a compensation agreement, the terms of which provide for a payment in lieu of taxes (“PILOT”) equaling 30% of the portion of real property taxes the School District would have received had the CRA Exemption not been in place for the Building, based on a market value that is fixed for the life of the CRA Exemption at \$50.00 per square foot of the Building, (notwithstanding whether the actual value or value determined by the Pickaway County Auditor is lower or higher than \$50.00 per square foot) (the “Compensation Agreement”), said Compensation Agreement having received approval by the School District Board of Education by Resolution on June 21, 2022; and

WHEREAS, the Board of County Commissioners, by Resolution No. PC-062122-47, adopted on June 21, 2022, has approved the terms of this Agreement and authorized its execution on behalf of the County; and

WHEREAS, pursuant to Ohio Revised Code Section 3735.67(A) and in conformance with the format required under Ohio Revised Code Section 3735.671(B), the Parties hereto desire to set forth their agreement with respect to matters hereinafter contained;

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

1. Project

The cost of the investments to be made in connection with the Project by the Owners is estimated to be \$180,000,000 - \$240,000,000 across multiple phases for construction of new buildings (exclusive of any amounts for acquisition of machinery and equipment, furniture and fixtures, and inventory) containing, cumulatively, approximately 3,000,000 – 4,000,000 square feet of space. There are no existing buildings at the Project Site. The precise timing and plans for the Project will be based on market conditions and decisions to be made in the sole discretion of the Owners. The estimates provided in this Section are good faith estimates provided pursuant to R.C. Section 3735.671(B) and shall not be construed in a manner that would limit the amount or term of the tax exemptions provided in this Agreement. The Parties recognize that the costs associated with the Project may increase or decrease significantly. The Parties also recognize that costs do not necessarily equal otherwise taxable value.

2. Values of Personal Property

The value of the non-inventory personal property of the Developer that is located at another location in Ohio prior to the execution of this Agreement and that is to be relocated from that location to the Project Site is \$0. The value of the non-inventory personal property of the Developer located at the Project Site prior to the execution of this Agreement is \$0. The value of the inventory of the Developer held at another location in Ohio prior to the execution of this Agreement and to be relocated from that location to the Project Site is \$0. The value of the inventory of the Developer at the Project Site prior to the execution of this Agreement is \$0. The estimates provided in this Section are good faith estimates provided pursuant to R.C. Section 3735.671(B) and shall not be construed in a manner that would limit the amount or term of the tax exemptions provided in this Agreement.

3. Project Schedule

The scheduled estimated starting month for the Project investments to be made in building, machinery, equipment, furniture, fixtures and/or inventory is approximately [June] 2022; and the scheduled estimated completion month for such investments is no later than approximately



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December, 2035. The estimates provided in this Section are good faith estimates provided pursuant to R.C. Section 3735.671(B) and shall not be construed in a manner that would limit the amount or term of the tax exemptions provided in this Agreement, other than as those tax exemptions are limited in Section 6 of this Agreement.

4. Employee Positions.

The Developer estimates that there will be created at the Project Site in multiple phases, cumulatively, approximately 300 to 400 full-time permanent employee positions with an aggregate annual payroll of approximately \$9,360,000 to \$12,480,000 upon full build-out of the Project and 0 part-time or temporary positions. Hiring of such employees is estimated to commence in 2023 and to continue incrementally over the succeeding fifteen years. Currently, the Developer has 0 employees at the Project Site; therefore, no employee positions will be retained by the Developer in connection with the Project. The Developer has 0 employees in Ohio. The estimates provided in this Section 4 are good faith estimates provided pursuant to R.C. Section 3735.671(B) and shall not be construed in a manner that would limit the amount or term of the tax exemptions provided in this Agreement. The Parties recognize that the employment and payroll estimates associated with the Project may increase or decrease

5. Provision of Information.

Each Owner shall provide to the proper tax incentive review council (the "TIRC") any information reasonably required by the TIRC to evaluate the compliance of the Owner with the Agreement, including returns or annual reports of the Owner filed pursuant to R.C. Section 5711.02 (if any) if requested by the TIRC.

Each Owner shall request that each Occupant (defined below) file all reports and provide any information as required in connection with this Section. "Occupant" includes any person having a right to occupy or regularly use all or any portion of any Building of the Owner, whether such right to occupy or regularly use all or any portion of any Building arises under any lease, license, or other agreement, and whether any such right is granted by the Owner or by any other Occupant, including, but not limited to, third-party logistics companies, but does not include persons that provide limited services to the Owner or an Occupant, such as security guard companies, janitorial service companies and consulting service companies.

6. Real Property Tax Exemption.

Subject to the Port Authority or PILOT Requirement (defined below), the County hereby grants: (i) a fifteen (15) year, 100% real property tax exemption pursuant to R.C. Section 3735.67 for the value of each new Building constructed at the Project Site at a hard construction cost of less than two hundred dollars (\$200.00) per square foot in 2022 dollars, as increased from January 1, 2022 to January 1 of the year of construction commencement based upon the rise in the Consumer Price Index as administered by the Bureau of Labor Statistics, and (ii) a fifteen (15) year, 100% real property tax exemption pursuant to R.C. Section 3735.67 for the increase in assessed value after remodeling of any Building on the Project Site at a hard remodeling cost of less than two hundred dollars (\$200.00) per square foot in 2022 dollars, as increased from January 1, 2022 to January 1 of the year of remodeling commencement based upon the rise in the Consumer Price Index as administered by the Bureau of Labor Statistics (each a "CRA Exemption" and collectively, the "CRA Exemptions"). For each separately identifiable real property improvement, the exemption commences the first year such real property improvement would first be taxable were that property not hereby exempted from taxation. No exemption shall commence after tax year 2036 (i.e., tax lien date January 1, 2036) nor extend beyond tax year 2050 (i.e., tax lien date January 1, 2050). In addition, no exemption for remodeling of a particular building may extend beyond the fifteen (15) year exemption term for construction of that building. Although exemption under this Agreement for any separately identifiable real property improvement lasts for only fifteen (15) years at the most, the real property exemption period for the Project as a whole may last more than fifteen (15) years. The exemptions set forth in this Section shall apply irrespective of whether the real property is owned by Developer, a later Owner, or, in accordance with Section 16 of this Agreement, Section 20 of this Agreement, or both Sections 16 and 20 of this Agreement, by another entity or other entities.

As a condition to the grant of each CRA Exemption, each Building for which an Owner wishes to file a real property tax exemption application under Section 7 must either (i) be owned or have been owned at some point in time by the Pickaway County Port Authority, or (ii) be the

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subject of a one-time payment in lieu of tax (“PILOT”) in the aggregate amount of \$0.50 per square foot of the Building made from the Owner to one or more of the taxing units that comprise the tax district in which the Building is located (the “Port Authority or PILOT Requirement”). If the Owner proceeds with the PILOT, it must be made before the Owner files the real property tax exemption application, and must be allocated to one or more taxing units (not including the County) in consultation with the County. The number of square feet must be determined by the Owner in accordance with BOMA Industrial Buildings: Standard Methods of Measurement (ANSI Z65.2-2012), the Exterior Wall Methodology (Method A), and the Owner must provide its calculation of the PILOT to the County when it makes the PILOT.

**7. Application for Exemption.**

The Developer acknowledges that the tax exemption with respect to each real property improvement is subject to the filing of a real property tax exemption application with the Housing Officer designated by the County for the CRA, following the completion of construction or remodeling of that real property improvement. The County agrees that upon receipt of the real property tax exemption application, the Housing Officer shall certify the tax exemption to the Pickaway County Auditor.

**8. Payment of Non-Exempt Taxes.**

Each Owner shall pay such taxes and real property taxes as are not exempted under this Agreement or otherwise exempted and are charged against the Owner’s property and shall file all tax reports and returns as required by law in connection therewith. If an Owner fails to pay such taxes or file such returns and reports, and such failure is not corrected within thirty (30) days after written notice thereof to that Owner, all exemptions from taxation granted under this Agreement with respect to property of that Owner are rescinded beginning with the year for which such unpaid taxes are charged or such unfiled reports or returns are required to be filed and thereafter. Any such rescission, as provided in this Section, shall have no effect on exemptions from taxation granted under this Agreement with respect to property of Owners other than such defaulting Owner(s).

**9. Cooperation of the County.**

The County shall perform such acts as are reasonably necessary or appropriate to approve, effect, claim, reserve, preserve and maintain the exemptions 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 such exemptions.

**10. Revocation of CRA.**

If for any reason the County revokes or purports to revoke the designation of the Northern Industrial CRA, the entitlements granted under this Agreement shall continue for the number of years specified in this Agreement, unless an Owner materially fails to fulfill its obligations under this Agreement and such failure is not corrected within thirty (30) days after written notice thereof to that Owner, and consequently, the County terminates or modifies the exemptions from taxation granted in this Agreement with respect to property of that Owner from the date of the material failure. Except for any amendment, revocation, modification, suspension or termination otherwise permitted under this Agreement, the County agrees that it will not amend or revoke the CRA designation as to the Project Site, or modify the incentives available under that designation for the Project Site, prior to 2037.

**11. Certification as to No Delinquent Taxes.**

The Developer hereby certifies that at the time this Agreement is executed, (i) 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 it is liable under Chapter 5733, 5735, 5739, 5741, 5743, 5747, or 5753 of the Revised Code, or, if such delinquent taxes are owed, it is currently paying the delinquent taxes pursuant to an undertaking enforceable by the State or an agent or instrumentality thereof, (ii) it has not filed a petition in bankruptcy under 11 U.S.C.A. 101, et seq., and (iii) no such petition has been filed against it. 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.

**12. Termination, Suspension or Modification upon Default.**

If an Owner materially fails to fulfill its obligations under this Agreement and such failure is not corrected within thirty (30) days after written notice thereof to that Owner, or if it has been

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finally adjudicated that the certification as to delinquent taxes required by this Agreement is fraudulent, the County may terminate, suspend or modify the exemptions from taxation granted under this Agreement with respect to property of the Owner or Occupant that is under default or that has made such a fraudulent certification, from the date of the material failure or fraudulent certification. The remedies set forth in Section 8, Section 10 and this Section 12 are the only remedies available to the County under this Agreement.

Any such termination, suspension or modification, as provided in this Section, shall have no effect on exemptions from taxation granted under this Agreement with respect to property other than that of such defaulting Owner(s) or Occupant(s). Moreover, in recognition of the mutual benefit to be secured from providing exemptions to Owners, which will enable Owners to sell or lease buildings to entities that will cause the creation or retention of employment positions within the County, the County shall limit any termination, suspension, rescission, revocation or modification under this Agreement so as to limit the effect of the termination, suspension, rescission, revocation or modification to the Owner or entity primarily responsible for the material failure. For instance, if an Occupant fails to provide required information under Section 5, and such a failure is not corrected by the Occupant or the Owner within thirty (30) days of written notice thereof to such Occupant and to the Owner of the Building (with such notice redacted to the extent necessary to protect confidential information of the Occupant), the exemption from taxation granted under this Agreement with respect to the Building occupied by such Occupant may be rescinded beginning with the year the required information was not provided, subject to reinstatement as set forth below. Any such rescission, as provided in this Section, shall have no effect on exemptions from taxation granted under this Agreement with respect to Buildings occupied by Occupants other than such defaulting Occupant. For Buildings occupied by more than one Occupant, any exemption rescinded pursuant to this Section shall only be rescinded for that portion of the Building occupied by the Occupant in violation of this Section ("Partial Rescission"). The remaining portion of the Building shall continue to receive any such exemptions granted pursuant to this Agreement. This Partial Rescission shall be effectuated pursuant to R.C. Section 5713.04, which permits parcels to be split-listed when only a portion is exempt from property tax. Upon the completion of the occupancy of a Building by an Occupant that defaulted under this Section, the Owner of the Building may apply for reinstatement of the exemption for the Building, which reinstatement shall not be unreasonably denied, delayed or conditioned by the County.

**13. Approval by the County.**

The 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 this Agreement to take effect. This Agreement takes effect upon such approval and the satisfaction of conditions set forth in such approval. Because this Agreement was approved by Resolution No. PC-062122-47 of the Board on June 21, 2022, this Agreement shall be effective immediately upon its execution and the satisfaction of conditions set forth in such approval, provided that the obligations herein by the Developer shall be subject to the acquisition of the Project Site by the Developer or one of its Affiliates.

**14. Non-Discriminatory Hiring.**

The County has developed a policy to ensure recipients of Northern Industrial CRA tax benefits practice non-discriminating hiring in their operations. By executing this Agreement, the Owners are committing to following non-discriminating hiring practices and acknowledge that no individual may be denied employment solely on the basis of race, religion, sex, disability, color, national origin or ancestry.

**15. Revocation of Exemptions.**

Exemptions from taxation granted under this Agreement shall be revoked with respect to an Owner if it is determined that the Owner, any successor enterprise to the Owner, or any related member of the Owner (as those terms are defined in division (E) of Section 3735.671 of the Ohio Revised Code) has violated the prohibition against entering into the Agreement under Division (E) of Section 3735.671 or Section 5709.62 or 5709.63 of the Ohio Revised Code prior to the time prescribed by that division or either of those sections.

**16. Transfer and/or Assignment.**

This Agreement and the benefits and obligations hereof are not transferable or assignable without the express, written approval of the County, which approval shall not be unreasonably

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withheld or delayed; provided, however, that the County agrees not to withhold its approval of such transfer or assignment so long as any transferee or assignee, including any Affiliate, files with the County an assumption agreement substantially in the form attached hereto as Exhibit D (an "Assumption Agreement"), wherein such transferee or assignee (i) assumes all obligations of an Owner under this Agreement with respect to one or more Buildings and (ii) certifies to the validity of the representations, warranties and covenants contained herein as to such transferee or assignee. The County hereby approves the transfer or assignment of this Agreement and the benefits and obligations hereof, in connection with the transfer of each portion of the Project Site and each Building to each subsequent Owner. The County also hereby approves the transfer or assignment of this Agreement and the benefits and obligations hereof to any entity affiliated with Developer (including but not limited to, Affiliates, joint ventures or other arrangements used by Developer to carry out the terms of this Agreement) or any successor entities to Developer or its Affiliates as a result of a consolidation, reorganization, acquisition or merger. Upon the receipt by the County of that Assumption Agreement, the transferee or assignee shall have all entitlements and rights as to that portion of the Project Site, that Building or both, as the case may be, as if it had been the signatory to this Agreement. For each Assumption Agreement filed with the County, a \$1,000 assignment fee shall be due to the County within 30 days after the complete execution of that Assignment Agreement.

Notwithstanding the above paragraph to the contrary, until the commencement of construction of the first Building of at least 200,000 square feet that will qualify for a CRA Exemption, this Agreement and the benefits and obligations hereof are not transferable or assignable to any transferee or assignee that is not an Affiliate unless the School District provides its written consent.

As used herein, "Prior Owner" means, as of any point in time, any person or entity which shall have been, but is not then, the person or entity in control of the Project Site, or any portion thereof, as owner. Upon delivery to the County of the Assumption Agreement, each Prior Owner will be released from liability for any defaults occurring after the date of the change in ownership or control by which that Prior Owner became a Prior Owner, as such change is reflected in the Assumption Agreement.

**17. Counterparts.**

This Agreement may be signed in one or more counterparts or duplicate signature pages 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.

**18. Severability; Construction; Headings.**

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. 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. The captions and headings in this Agreement are for convenience only and in no way define, limit, prescribe or modify the meaning, scope or intent of any provisions hereof.

**19. Validity.**

The Parties covenant and agree that they are prohibited from challenging the validity of this Agreement or the CRA. In that regard, the Parties waive any defects in any proceedings related to the CRA or this Agreement. If the validity of the CRA or this Agreement is challenged by any entity or individual, whether private or public, the Parties shall advocate diligently and in good faith in support of the validity of the CRA and this Agreement.

**20. Modifications.**

If, notwithstanding Section 16 of this Agreement, it becomes necessary to modify the terms of this Agreement to reflect the exact legal and financing structure used by the Developer in developing, equipping and operating the Project, the Developer shall request an amendment to this Agreement, and the County shall cooperate reasonably in amending this Agreement. Any amendments to this Agreement must be in writing and be signed by all of the Parties to this

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Agreement or their successors or assignees.

**21. Notice.**

Any notices, statements, acknowledgements, consents, approvals, certificates or requests required to be given on behalf of any Party to this Agreement shall be made in writing addressed as follows and sent by registered or certified mail, return receipt requested, and shall be deemed delivered when the return receipt is signed, refused or unclaimed:

If to the County, to:

Pickaway County, Ohio  
139 West Franklin Street  
Circleville, Ohio 43113  
Attention: Angela Karr, Clerk

With a copy to:

Frost Brown Todd, LLC  
10 West Broad Street  
Suite 2300  
Columbus, Ohio 43215  
Attention: Thaddeus M. Boggs, Esq.

If to the Developer, to:

VTRE Development, LLC  
950 Goodale Boulevard, Suite 100  
Columbus, Ohio 43212  
Attention: Andrew R. Weeks

With copies to:

VanTrust Real Estate, LLC  
Attn. Jeff S. Smith  
14747 N. Northsight Blvd., Suite 111-431  
Scottsdale, AZ 85260

Scott J. Ziance, Esq.  
Vorys, Sater, Seymour and Pease LLP  
52 E. Gay Street  
Columbus, OH 43215

or to any such other persons or addresses as may be specified by any Party, from time to time, by prior written notification.

**22. R.C. Section 9.66 Covenants.**

The Developer affirmatively covenants that it has made no false statements to the State or any local political subdivision in the process of obtaining approval of the CRA tax exemptions; and that it does not owe: (i) any delinquent taxes to the State or a political subdivision of the State; (ii) 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 the amounts owed are being contested in a court of law or not. If any representative of the Developer has knowingly made a false statement to the State or any local political subdivision to obtain the CRA tax exemptions, the Developer shall be required to immediately return all benefits received by it under this Agreement pursuant to R.C. Section 9.66(C)(2) and the Developer shall be ineligible for any future economic development assistance from the State, any State agency or a political subdivision pursuant to R.C. Section 9.66(C)(1).

**23. Annual Fee.**

For each tax year for which an exemption is provided pursuant to this Agreement, each Owner shall pay to the Pickaway Board of County Commissioners an annual fee equal to \$2,500 payable by March 1 of the taxable year that is attributable to the tax year of the exemption (e.g., if an exemption is provided for tax year 2022, the payment will be due by March 1, 2023). Additionally, for each tax year for which an exemption is provided pursuant to this Agreement, each Owner shall pay to the Pickaway Progress Partnership, or another economic development

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agency as designated by the Pickaway County Board of Commissioners, an annual fee equal to \$5,000 payable by March 1 of the taxable year that is attributable to the tax year of the exemption (e.g., if an exemption is provided for tax year 2022, the payment will be due by March 1, 2023).

24. Estoppel Certificate.

Upon request of an Owner, the County shall, in a timely manner, execute and deliver to the Owner or any proposed purchaser, mortgagee or lessee a certificate stating: (a) that the Agreement is in full force and effect, if the same is true; (b) that the Owner is not in default under any of the terms, covenants or conditions of the Agreement, or if the Owner is in default, specifying same; and (c) such other matters as the Developer reasonably requests.

25. Entire Agreement.

This Agreement and the Resolution constitutes the entire agreement between the Developer and the County pertaining to the subject matter contained herein and therein and supersedes all other prior or contemporaneous agreements or understandings between the Developer and the County in connection with such subject matter.

26. Headings.

Any captions and headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections hereof.

26. Incorporation of Exhibits.

All exhibits attached hereto are hereby incorporated into this Agreement and made a part hereof.

27. Governing Law.

This Agreement for all purposes shall be governed by and construed in accordance with the laws of the State of Ohio. Commissioner Harold Henson offered the motion, seconded by Commissioner Gary Scherer, to approve and authorize Commissioner Jay Wippel to execute the Sanitary Repairs for Pickaway County Jail, Phase 1 Operational/ Functional Program Architectural Program Schematic Design Submission Checklist.

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 Execution of Community**  
**Reinvestment Area Agreement with VTRE Development, LLC**  
**Authorizing Fifteen-Year One-Hundred Percent Tax Exemption**  
**Subject to School Compensation Agreement and Other Conditions:**

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

**Resolution No.: PC-062122-48**

**A RESOLUTION AUTHORIZING THE EXECUTION OF A COMMUNITY REINVESTMENT AREA (CRA) AGREEMENT WITH VTRE DEVELOPMENT, LLC, AUTHORIZING THE EXECUTION OF A RELATED SCHOOL COMPENSATION AGREEMENT, AND GRANTING A FIFTEEN-YEAR ONE-HUNDRED PERCENT TAX EXEMPTION, SUBJECT TO ENTRY OF A SCHOOL COMPENSATION AGREEMENT AND OTHER CONDITIONS**

WHEREAS, the Board of County Commissioners of the County of Pickaway, Ohio, (the "Board"), by Resolution adopted on July 10, 2006, has previously established the Northern Industrial Community Reinvestment Area specified in that Resolution (the "CRA Area") as a "Community Reinvestment Area" ("CRA") pursuant to Ohio Revised Code ("R.C.") Sections 3735.65 - 3735.70 (the "CRA Act"); and

WHEREAS, effective August 28, 2006, the Director of Development of the State of Ohio

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determined that the CRA contains the characteristics set forth in R.C. Section 3735.66 and certified said area as a CRA Area No. 12933978-01 under R.C. Section 3735.66; and  
WHEREAS, this Board has encouraged the development of real property and the acquisition of personal property located in the area designated as the CRA; and

WHEREAS, VTRE Development, LLC (“VanTrust” or the “Developer”) desires to construct industrial facilities and related improvements (the "Project"), comprising one or more buildings (each, a “Building”) at a site within the boundaries of Harrison Township (the "Harrison Township Land," which is described in Exhibit A attached hereto and incorporated herein by this reference), provided that the appropriate economic development incentives are available to support the economic viability of the Project; and

WHEREAS, this Board, having the appropriate authority, desires to provide VanTrust incentives available for the development of the Harrison Township Land under the CRA Act by entering into an Ohio Community Reinvestment Area Agreement (the "CRA Agreement") substantially in the form attached hereto as Exhibit B; and

WHEREAS, pursuant to the CRA Agreement, this Board desires to provide VanTrust with a 100% tax exemption for fifteen (15) years for each Building constructed on the Harrison Township Land (the “CRA Exemption”); and

WHEREAS, the Harrison Township Land is located in the Teays Valley Local School District (the "School District") and the Eastland-Fairfield Career & Technical Schools Joint Vocational School District (the "JVSD"); and

WHEREAS, the Board of Education of the School District, pursuant to a resolution dated December 13, 2021, approved the CRA Agreement and the CRA Exemption provided therein and waived all applicable notice requirements; and

WHEREAS, the Board of Education of the JVSD, pursuant to a resolution dated February 9, 2022, waived all applicable notice requirements with respect to the CRA Agreement and the CRA Exemptions; and

WHEREAS, VanTrust and the School District have reached agreement on terms by which VanTrust has agreed to provide compensation to the School District pursuant to the terms of a written compensation agreement, which provide for a payment in lieu of taxes (“PILOT”) equaling 30% of the portion of real property taxes the School District would have received had the CRA Exemption not been in place for the Building, based on a market value that is fixed for the life of the CRA Exemption at \$50.00 per square foot of the Building, (notwithstanding whether the actual value or value determined by the Pickaway County Auditor is lower or higher than \$50.00 per square foot) (the “Compensation Agreement”), which is subject to final approval of the School District Board of Education to occur not later than August 1, 2022; and

WHEREAS, the Board of Education of the School District is expected approve the Compensation Agreement not later than August 1, 2022; and

WHEREAS, the County is a party to the Compensation Agreement for the limited purpose of cooperation by the County Auditor and the County Treasurer in the administration of the PILOT; and

WHEREAS, in consideration of the above;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Pickaway, State of Ohio, that:

Section 1. The CRA Agreement relating to the provision of the real property tax exemptions, in the form attached hereto as Exhibit B, providing for, among other things, the provision of the real property tax exemptions, is hereby approved and authorized with changes therein and amendments thereto not inconsistent with this Resolution and not substantially adverse to this County and which shall be approved by the President of this Board. The President of this Board, for and in the name of this County, is hereby authorized to execute the CRA Agreement, provided further that the approval of changes and amendments thereto by that official, and their character as not being substantially adverse to the County, shall be evidenced conclusively by the President's execution thereof. This Board further hereby authorizes and directs the President and the Pickaway County Prosecutor, and other appropriate

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officers or agents of the County, to sign those instruments and make arrangements as are necessary to carry out the purposes of this Resolution.

Section 2. The Compensation Agreement in the form on file with the Clerk of this Board] is hereby approved and authorized with changes therein and amendments thereto not inconsistent with this Resolution and not substantially adverse to this County and which shall be approved by the President of this Board. The President of this Board, for and in the name of this County, is hereby authorized to execute the Compensation Agreement, provided further that the approval of changes and amendments thereto by that official, and their character as not being substantially adverse to the County, shall be evidenced conclusively by the President's execution thereof.

Section 3. The approval and authorization of the CRA Agreement and the provision of the real property tax exemptions therein, as provided in Section 1 of this Resolution, shall be contingent upon the final approval of the Compensation Agreement by the School District Board of Education not later than August 1, 2022.

Section 4. This Board ratifies and confirms all acts and actions previously taken with regard to the CRA Agreement.

Section 5. The Clerk of this Board is hereby directed to deliver a copy of this resolution to the County Auditor within fifteen days after its adoption and a copy of the CRA Agreement to the Director of the Ohio Department of Development within fifteen days after its complete execution.

Section 6. This Board finds and determines that all formal actions of the Board concerning and relating to the adoption of this resolution were taken in an open meeting of this Board and that all deliberations of this Board that resulted in those formal actions were in a meeting open to the public in compliance with the law.

Section 7. This Resolution shall take effect at the earliest date allowed by law

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 Office**  
**Settlement Agreement and Release**  
**With Lawrence N. Wilson:**

Commissioner Gary Scherer offered the motion, seconded by Commissioner Harold Henson, to approve the Settlement Agreement and General Release made between Lawrence N. Wilson and Pickaway County and Pickaway County Sheriff. As a result from mediation the parties agree that settlement of all disputes between the parties regarding grievance and Mr. Wilson's employment is in the best interest of all concerned, and entered into an agreement to resolve the grievance and any and all claims Mr. Wilson may have or claim to have against Sheriff and other released parties. Within thirty (30) days after the receipt of agreement fully executed by parties, released parties or their designee will pay Mr. Wilson the total lump sum of Twenty-five Thousand Dollars (\$25,000.00). Payment shall be one check made payable to Mr. Wilson in one lump sum and an IRS Form 1099 will be filed and issued to Mr. Wilson. Mr. Wilson shall be solely responsible for any taxes owed on the lump sum payment.

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**  
**Weekly Dog Warden Report:**

The weekly report for the Wright Poling/Pickaway County Dog Shelter was filed for week ending June 18, 2022.

A total of \$595 was reported being collected as follows: \$135 in dog licenses; \$60 in dog licenses late penalty; \$80 in owner turn-in; \$250 in adoptions; and \$70 in private donations.

Four (4) stray dogs were processed in; six (6) dogs were adopted.

With there being no further business brought before the Board, Commissioner Scherer offered the motion, seconded by Commissioner Henson, 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