

TUESDAY, MARCH 12, 2024
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

The Pickaway County Board of Commissioners met in Regular Session in their office located at 139 West Franklin Street, Circleville, Ohio, on Tuesday, March 12, 2024, with the following members present: Mr. Jay H. Wippel, Mr. Harold R. Henson, and Mr. Gary K. Scherer. April Dengler, County Administrator, was also in attendance.

In the Matter of
Minutes Approved:

Commissioner Gary Scherer offered the motion, seconded by Commissioner Harold Henson, to approve the minutes from March 5, 2024, with corrections.

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

Attest: Angela Karr, Clerk

In the Matter of
Bills Approved for Payment:

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

BE IT RESOLVED, that the bills have been found to be properly filed and their respective vouchers shall be cross-referenced to the approving pages dated March 12, 2024, in the Commissioners' Voucher Journal, the date in which checks will be cut; then,

BE IT FURTHER RESOLVED, that the Board of Pickaway County Commissioners orders the Auditor of Pickaway County, Ohio, to draw his warrant on this entry in the amount of \$226,186.29 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 March 12, 2024, in the Commissioners' Voucher Journal, the date in which checks will be cut; then,

BE IT FURTHER RESOLVED, that the Board of Pickaway County Commissioners, as Taxing Authority are authorizing the Auditor of Pickaway County, Ohio, to draw his warrant on this entry in the amount of \$60,264.04 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
Transfer and Reappropriations Approved:**

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

**\$5,000.00 – 101.2083.5527 – Vehicles – Sheriff
TO
101.2083.5430 – Training – Sheriff**

**\$495.00 – 101.2083.5501 – Equipment – Sheriff
TO
101.2083.5430 – Training - Sheriff**

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

Attest: Angela Karr, Clerk

**In the Matter of
Report Provided by Tim McGinnis:**

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

- Planning Commission: Planning Commission: March 12th Agenda
 - Harrison Township Rezoning Application: Agricultural to Planned Business – 16.5 Acres for Container Storage Parking
- Outstanding Plats:
 - Navah Place – Cul-de-sac, Walnut Township, need proof of bond before final approval can be granted.
- Lot Splits:
 - Approved 1 lot splits in the last week, 5 open applications currently.
- CDBG: Amend the Project Year 2022 Allocation Grant to move \$37,200 from the Williamsport Water Tank Painting Project to the Project Year 2022 Tarlton Infrastructure Grant.
 - Tarlton Funding:
 - \$53,000 Allocation Funds
 - \$50,000 Village of Tarlton
 - \$37,200 Williamsport Project Amendment
 - \$117,700 Flood/Drainage out of Critical Inf. Grant
 - \$248,200 Street Reconstruction out of Critical Inf. Grant
 - TOTAL: \$506,200
- Tax Incentives: TIF/CRA/NCA Update Meeting

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

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

- Mr. Schumacker reported that they are housing 26 dogs. There were 5 visitors to the shelter last week and 3 volunteers. They have had people come out to walk dogs.
- Ohio Department of Agriculture has followed up with Mr. Schumacker and they requested a count of how many dogs a property owner owns on Cox Road. They are working on a game plan to work as a group effort.

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

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

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- Eric Out with Flu symptoms
- My favorite BOE Director
- Recorder Server migration – Working with vendor to migrate data
- Proofpoint Setup still in progress
- Auditor HP Printers – Returned
- AP ordered for Parks
- Fiber From EOC to Jail – Radio Room, CPleas AV, CS CAD, DC BU, EOC Dispatch
- Setup of SharePoint
- SHI Office 365 Licensing

In the Matter of
Report Provided by Mike Sherron:

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

- This week Central Sector Meeting, Safety Council, Anti-Human Trafficking Discussion, Township Trustees Association Meeting, LEPC Exercise Design Committee and Police Chiefs Meeting.
- Next week Primary Election Day, Pickaway Coalition to End Homeless, Earnhart Hills Cyber Assessment, Fire Chiefs' Association Meeting, Rickenbacker Air Show Planning Meeting,
- Pickaway Against Human Trafficking and ODRC Local Support.
- General Information
 - Radio Communications Technician resigned 3/4/24; reposting position.
 - Run card project continuing
 - Critical Incident Debriefing project continues – developing relationship with Scioto Valley Peer Assistance Team.
 - Disaster Relief Fund – Received organizing documents from Dayton Foundation – Reviewing.
 - Started a discussion about Human Trafficking and steps we can take to mitigate this during special events in the county.
 - BOE Continuity Planning – Providing a radio to BOE per the request of the Secretary of State for direct emergency communications. CERT volunteers are available to assist in delivering needed supplies and equipment.
 - Eclipse – April 8.
 - Superloads – First load successfully through the county. Second load inbound.
 - Railroad emergencies class over the weekend went spectacularly. Really good information. Scheduled a meeting with Norfolk-Southern Railroad's HazMat Manager for March 26.
 - Attended Fair Board meeting to develop a safety committee to prepare for the Fair. Will be developing a Fairgrounds drone policy for your review in the coming weeks.
 - Atlanta Solar Farm training last week was excellent. Would you like to have a presentation on the project when they transition to operations in the coming months?
- EMA Projects
 - Futurity Orion Software – working with vendor to develop some enhanced capabilities.
 - PCSO fiber connection conversion –
 - Homeland Security grant of \$58,804 to purchase PPE for law enforcement – approved by OEMA, coordinating with LE agencies for numbers to purchase. Determining the number of SWAT trained officers are in the county to guide purchasing of PPE.
 - We are working to catalog all of the radio equipment we have around and see what may have usefulness to us or on GovDeals. Excess equipment without utility will be slated for recycling. Equipment has been removed from the backup tower site in preparation for decommissioning.
 - Replacement of ARES repeaters with County-owned equipment – getting quotes.
 - School safety planning with Teays Valley – Scheduling dates with Ashville and Walnut Elementary Schools.
 - Submitted Circleville PSAP documents for submission to Ohio 911 Program Office awaiting review from the State.
 - 911 Committee: Tom Ramsay from South Bloomfield Council was selected by South Bloomfield, Tarlton, Circleville, and Williamsport to represent them. Still awaiting documentation from boards of township trustees to select Roger Cook.
- Issues requiring Commissioners Support/Notification: None

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In the Matter of
Travel Authorization Signed for County Treasurer:

Commissioner Harold Henson offered the motion, seconded by Commissioner Gary Scherer, to approve and sign the Travel Authorization at the total probable cost of \$700.00 for Ellery Elick, County Treasurer, to attend the County Treasurers Association of Ohio 2024 Spring Conference that will be held May 13-16, 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
Report Provided by April Metzger:

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

- Mrs. Metzger will be meeting with Clemans Nelson and Associates on Thursday regarding updating the county Policy and Procedure Manual. Last update was 2017.
- Mrs. Metzger is still sending information to the State Jail Administrator for grant funds.
- Mrs. Metzger discussed concerns relative to the tax budget.

In the Matter of
Report Provided by Sheriff Hafey:

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

- Sheriff Hafey advised that teamsters are speaking with Clemons Nelson regarding negotiations.
- The Prosecutor approved the verbiage for the program with vocational school. Pickaway Ross Career and Technical Center partnered with Ohio University for adult education for the law enforcement program.
- Sheriff Hafey reported that two are in the academy from the jail division and two in the works for Road Deputy Division.
- Chief Brown notified the Commissioners that three of the new vehicles are five weeks out of being stripped and ready for road patrol.

In the Matter of
Monthly Report and Real Estate Value and
Tax Discussion with County Auditor and Tyler Technologies:

Brad Washburn, Auditor and Greg Willett, Tyler Technologies, met with the Commissioner to provide an update. The Commissioners addressed the process of appraisals and valuation and asked for Mr. Willett to explain. Mr. Willett explained that the first step is to file with the Board of Revisions and attend a scheduled meeting. If the individual is not pleased with the results, they can file at the state level Board of Tax Appeals and then Common Pleas Court. The values only change every three years, so an increase is based off of what the value has increased to over the three years. Mr. Willett and Mr. Washburn discussed with the state before the values were calculated and sent to the state. If the state is not agreeing with the calculations that the county submitted, they will reject and ask for re-calculations. Mr. Willett explained that they look at the sales in an area and no longer look at the old values. Tyler Technologies try to compare subdivisions to subdivisions and similar neighborhoods. They look at sales in a neighborhood and not by the township. Mr. Willett explained that homes in an area would be an increase value at the same rate, it changes when CAUV calculations are involved. CAUV rates are set by the state of Ohio and CAUV went up 60% -70%. Cocomo and Westland Silica soil type had a significant increase in values. Mr. Willett stated that something else to consider is if an owner is receiving a reduction factor such as homestead exemption. The state does the CAUV each year due to counties on different schedules, but it is updated every three years. They use MLS listing to see if a home has been remodeled, additions or finished basement if it had been listed for sale. If someone wants to go before the Board of Revision a recent appraisal, recent sales or comparable comps should be provided.

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In the Matter of
Executive Session:

At 11:35 a.m., Commissioner Harold Henson offered the motion, seconded by Commissioner Gary Scherer, to enter into Executive Session pursuant to ORC §121.22 (G) (8) to consider confidential information related to the marketing plans, specific business strategy, production techniques, trade secrets, or personal financial statements of an applicant for economic development assistance, or to negotiations with other political subdivisions respecting requests for economic development assistance, with Tim Colburn, P3, Ryan Scribner and Nate Green, Montrose Group, Tim McGinnis, Planning and Development, Kyle Petty, CCAO, April Metzger, 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

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 the
Northern Industrial Area Community Reinvestment Area
Agreement with W-CTR Scarbrough Land Holdings VII, LLC:

During business conducted while in session, Commissioner Harold Henson offered the motion, seconded by Commissioner Gary Scherer, to adopt the following Resolution:

Resolution No.: PC-031224-44

PICKAWAY COUNTY NORTHERN INDUSTRIAL AREA
COMMUNITY REINVESTMENT AREA AGREEMENT

This COMMUNITY REINVESTMENT AREA AGREEMENT (this “Agreement”) is made and entered into as of this 12th day of March, 2024 (the “Effective Date”) by and between the COUNTY OF PICKAWAY, OHIO (“County”), a county and political subdivision in and of the State of Ohio (the “State”) and duly organized and validly existing under the constitution and laws of the State, and W-CTR SCARBROUGH LAND HOLDINGS VIII, LLC, a Delaware limited liability company (“Developer”).

WITNESSETH:

WHEREAS, the County has determined to encourage the development of real property and the acquisition and installation of personal property in the area identified on “Exhibit A” attached hereto, comprised of the approximately 7,250 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 County by Resolution No. PC-070523-73, adopted on July 5, 2023, has adopted a tax incentive policy for the Northern Industrial CRA (the “NICRA Policy”) outlining the available incentives available to projects undertaken within the Northern Industrial CRA, as further described in “Exhibit B” attached hereto, incorporated by reference; and

WHEREAS, Developer is under contract and expects to purchase approximately 269.25 acres of land located within the Northern Industrial CRA and depicted on “Exhibit A-I” attached hereto (the “Project Site”), on which Developer intends to construct, or have constructed, a series of commercial and industrial

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facilities and related site improvements (collectively, the “Project,” with each individual building within the Project and its related site improvements hereinafter referred to as a “Building”), provided that the appropriate development incentives are available to support the economic viability of the Project; and

WHEREAS, Developer may convey or lease parcels of land constituting portions of the Project Site (each a “Parcel”) to one or more future owners or lessees (each an “Owner” or “Operator”) for the construction, ownership and leasing of the Buildings to be constructed thereon; and

WHEREAS, the Director of Development of the State of Ohio 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, is desirous of providing incentives available for the development of the Project in the Northern Industrial CRA; and

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

WHEREAS, the Housing Officer under Section 3735.67 of the Ohio Revised Code has reviewed the Agreement Application and has recommended the same to the Board of Commissioners of the County on the basis that Developer is qualified by financial responsibility and business experience to create and preserve employment opportunities in the Northern Industrial CRA and improve the economic climate of the County; and

WHEREAS, the Project Site is located in the Teays Valley Local School District (the “School District”) and in the Eastland-Fairfield Career and Technical Schools District (the “JVSD”) the School District has entered into or intends to enter into a compensation agreement (the “Compensation Agreement”) with the Company; and

WHEREAS, the Compensation Agreement, pursuant to R.C. Section 5709.82, provides for the School District to receive certain compensation in exchange for the tax revenue foregone by the School District as a result of the CRA Exemptions; and

WHEREAS, pursuant to R.C. Sections 3735.671(A)(4), the Company will provide certain compensation to the JVSD at the same rate and under the same terms received by School District under the Compensation Agreement; and

WHEREAS, the School District, as set forth in its Board Resolution adopted on February 26, 2024, has approved this Agreement and the CRA Exemptions granted herein, and as set forth in the Compensation Agreement, and in exchange for the consideration set forth therein, agreed, among other things, to approve this Agreement, including the CRA Exemptions, and waive all notice requirements and any defects with respect to this Agreement, as provided for in Ohio Revised Code Section 3735.671(A); and

WHEREAS, the JVSD, as set forth in its Board Resolution adopted on February 14, 2024, agreed, among other things, to waive all notice requirements and any defects with respect to this Agreement; and

WHEREAS, the Board of County Commissioners of the County, by Resolution No. PC-031224-44, adopted March 12, 2024, has approved the terms of this Agreement and authorized its execution on behalf of the County.

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

Section 1. Good Faith Estimates of Project Costs. The estimated total cost of the construction of the Project is expected to be at least \$295,666,542. The commencement of construction of the Project is scheduled to begin in 2024, but in any event Project completion is expected to occur by December 31, 2038. The assumptions and estimates provided in this Section 1 are good faith estimates provided by Developer pursuant to Section 3735.671(B) of the Ohio Revised Code and shall not be construed in a manner that would limit the amount or term of the tax exemption provided in this Agreement. The parties to this Agreement recognize that the costs associated with the Project may increase or decrease significantly and do not necessarily equal otherwise taxable value. The parties contemplate that more defined construction costs

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will be set forth in each Partial Assignment and Assumption with respect to each Building as specific Owners are identified and development occurs. As of the Effective Date, Developer does not have machinery, equipment, furniture, fixtures or inventory at the Project. No machinery, equipment, furniture, fixtures or inventory of Developer is held at another location in the State to be relocated to the Project.

Section 2. Good Faith Estimates of Project Job Creation. Developer currently estimates there will be created at the Project by the year 2038 approximately 500 full-time equivalent permanent employees, with a total new payroll of approximately \$22,500,000 upon full build-out of the Project. As of the Effective Date, Developer has zero (0) full-time equivalent permanent employees at the Project. Therefore, no employee positions are expected to be retained by Developer due to construction of the Project. The estimates provided in this Section 2 are good faith estimates provided pursuant to Section 3735.671 (B) of the Ohio Revised Code and shall not be construed in a manner that would limit the amount or term of the tax exemption provided in this Agreement, except as defined in Section 8 herein. The parties to this Agreement recognize that the employment and payroll estimates associated with the Project may increase or decrease significantly and that all employees at the Project will be hired by Owners or their respective lessees or Operators, in any case not by Developer (unless Developer becomes an Owner of a Building). The parties contemplate that more defined employment and payroll estimates will be set forth in each Partial Assignment and Assumption with respect to each Building as specific Owners are identified and development occurs. Each such Assumption Agreement (defined below) with respect to each Building will share proportionally in the total job creation estimates in this Section such that each Building will be responsible for the creation of at least 1 job per 2,000SF of space at an annual salary per job of at least \$45,000.00. A Building's proportional contribution to the jobs and payroll for the Project shall be outlined in each Assumption Agreement (defined below), executed between an Owner, the Developer, and the County. For example, if the Owner or Developer constructs a 250,000SF building, the Owner would be responsible for the creation of 125 jobs with \$5,625,000 in payroll within three years of receiving the certificate of occupancy for the Building. The Developer agrees that the overall design for the Project at the Project Site shall require the total square footage of all Buildings at full build-out to be no less than 1,000,000SF, being a total square footage capable of producing at least 500 full-time equivalent permanent employees.

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

Per Section 5709.85 of the Ohio Revised Code, Annually the TIRC shall review the terms of this Agreement, and any Assumption Agreement granting exemptions under Section 3735.671 of the Revised Code, and shall review any performance or audit reports required to be submitted pursuant to this Agreement or any Assumption Agreement. On the basis of such review, the TIRC shall submit to the County a written recommendation for continuation, modification, or cancellation of such Agreement or Assumption Agreement. In making its written recommendation, the TIRC may take into consideration (a) any fluctuations in the business cycle unique to the Owner's business, (b) the effect of local and regional market conditions on the Owner, and (c) whether the Owner or parties that have assumed the obligations of the Owner have, collectively, satisfied the job creation and other obligations contained in this Agreement. The County shall hold a meeting within sixty days of receipt of the annual written recommendations to vote to accept, reject, or modify all or any portion of the recommendations. In voting on whether to accept, reject, or modify all or any portion of the TIRC's recommendations, the County may take into consideration those factors outlined in (a) through (c) of this paragraph. Notwithstanding any of the foregoing, the County agrees that the remedies outlined in Section 8(D) of this Agreement shall not be available unless the County receives a written recommendation from the TIRC for cancellation of this Agreement or any Assumption Agreement for two (2) consecutive years as to a particular Building.

Section 4. Tax Exemption. Pursuant to Section 3735.67 of the Ohio Revised Code, and the NICRA Policy, the County hereby grants to the Owner of each Building constructed on the Project Site within the Northern Industrial CRA a tax exemption for such Building of one hundred percent (100%) for fifteen (15) years for Manufacturing uses (defined below) (each exemption for each Building a "CRA Exemption").

For purposes of this Agreement, "Manufacturing" is defined as: any process in which materials are changed, converted, or transformed into a different state or form from which they previously existed and

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includes refining materials, assembling parts, and preparing raw materials and parts by mixing, measuring, blending, or otherwise committing such materials or parts to the manufacturing process.

Notwithstanding anything in the foregoing to the contrary, unless otherwise approved by the County, no Owner of a Parcel of the Project Site shall be entitled to a tax exemption hereunder for a Building constructed on such Parcel that is to be used as a distribution or fulfillment center, being a Building that is operated substantially as a product storage and shipping facility for the storage or distribution of goods (a "Distribution Center"), the construction of which commences during the period commencing on the Effective Date of this Agreement and ending on the last day of the calendar month during which the fourteen (14) month anniversary date of the Effective Date occurs (the "Moratorium End Date"). A Building is operated substantially as a Distribution Center, if 25% or more of the final square footage, as certified in the Owner's Certificate of Occupancy, of any Building is dedicated to use as a Distribution Center. After the Moratorium End Date, Developer or any other Owner of a Parcel of the Project Site can construct a Distribution Center on any Parcel of the Project Site, and such Distribution Center shall be entitled to a tax exemption for such Distribution Center of one hundred percent (100%) for years one through ten (1-10) and fifty percent (50%) for years eleven through fifteen (11-15), without further approval of the County, notwithstanding that, Developer has been unable to attract a manufacturing end user to any other Parcel of the Project Site.

The exemptions authorized by this Agreement commence on the first year for which the Building would first be taxable were that Building not exempt from taxation under this Agreement. No exemption shall commence after tax year 2037 (tax payment year 2038) nor extend beyond tax year 2052 (i.e., tax payment year 2053). Each Building constructed as a part of the Project shall be treated separately for purposes of determining its qualification for tax exemption hereunder.

As a condition to the grant of the CRA Exemption, each Building for which an Owner wishes to file a real property tax exemption application shall use its best efforts to utilize the Pickaway County Port Authority for the exemption of sales tax on construction materials each Building constructed. If the Owner does not wish to use the Pickaway County Port Authority for the exemption of sales tax on construction materials, it shall make a one-time Payment in Lieu of Taxes (PILOT) to the Pickaway County Port Authority equal in an amount that is agreed upon by the Owner and the Pickaway County Port Authority. The PILOT to the Pickaway County Port Authority is due 30 days after the receipt of the Owner's Certificate of Occupancy for the Building.

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

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

Section 7. Continuation of CRA. If for any reason the County revokes its designation of the Northern Industrial CRA containing the Project Site, or the Director of the Ohio Department of Development revokes certification of the Northern Industrial CRA containing the Project Site, entitlements granted under this Agreement shall continue for the number of years specified under this Agreement unless the Owner of a Building materially fails to fulfill its obligations under this Agreement and the County terminates or modifies the exemption from taxation granted pursuant to this Agreement with respect to such Building. Any such termination or modification of tax exemption under this Section 7 shall have no effect on the tax exemption granted under this Agreement for any other Building in the Project. The County agrees that it will not amend or revoke the Northern Industrial CRA designation for this Project or modify the incentives available under that designation for this Project prior to January 1, 2037 without the prior written consent of Developer except as set forth in Section 8.

Section 8. Events of Default and Remedies.

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

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- (i) 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, Developer, any Owner or the 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) 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) 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) 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 Developer or any Owner as debtor; or;
- (vi) 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;

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, or 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, and (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. 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.

If an Owner materially fails to fulfill its obligations under this Agreement, other than with respect to the total investment associated with the Project, and such failure is not corrected within thirty (30) days of written notice by the County, to such Owner, of the TIRC's recommendation to the County to modify or cancel any of the CRA Exemptions granted by this Agreement under 5709.85, or if the County determines that the certification as to delinquent taxes required by this Agreement is fraudulent, the County may terminate or modify the exemptions from taxation granted under the Agreement with respect to property of the Owner which is in such default or has made such fraudulent certification, from the date of the material failure. Any such termination or modification, 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).

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D. Additional Remedies for Material Failure. Subject to the terms of Section 3 of this Agreement, in addition to any other remedy, if any Owner or Operator of a Building ceases operations at a Building with a CRA Exemption for a period of two or more consecutive years (a “Cessation”), as documented by the TIRC, the County may thereafter terminate the Exemption as to such Building and require the repayment from the Owner or Operator of a Building of up to one hundred percent (100%) of the amount of taxes that would have been payable with respect to such Building on the Project Site from the time of Cessation of the Building had such Building not been exempt from taxation under this Agreement; provided, however, that the County shall not terminate or require repayment with respect to any temporary cessation of operations at any Building within the Project Site, that may otherwise constitute a Cessation under this paragraph, during a period while an Owner or Operator of a Building is proceeding with due diligence in (i) the active marketing, soliciting, and negotiation of agreements to secure a subsequent Operator, or (ii) the retooling of a substantial portion of the Building to accommodate manufacturing uses. The Owner or Operator shall provide the County with written updates on its efforts to continue or restart operations no less than quarterly until the temporary cessation of operations has ended.

In addition to Cessation of operations of a Building, Developer and any Owner agree that the job creation estimates outlined in Section 2 herein are estimates in good faith, the substantial completion of which is a material obligation of each Owner of a Building within the Project Site. A Building’s proportional contribution to the total amount of jobs for the Project Site, shall be evidenced in the Assumption Agreement attributable to each Building. If, by December 31, 2038, the total number of jobs created at the Project Site, is less than 500 (i.e. less than 100% of the Developer’s good faith estimate), the county may reduce the CRA exemption applicable to all Buildings within the Project Site that have an active CRA Exemption, and the County may thereafter reduce the CRA Exemption as to such Building and may require the repayment from the Owner of the percentages of the amount of taxes that would have been payable with respect to any Building on the Project Site if such Building had not been exempt from taxation under this Agreement with respect to which the County may require repayment in connection with the failure to develop jobs within the Project Site pursuant to this paragraph.

If the County requires the repayment of the already-received CRA Exemption benefits, the County shall direct the County Auditor to strike the relevant parcels from the exempt list in accordance with Section 5713.08 of the Ohio Revised Code. The County Auditor shall certify the amount of the already received CRA Exemption benefits to the County Treasurer, who shall collect such amount in the manner prescribed by law for the collection of delinquent taxes. Alternatively, the Owner and the County may, but shall not be required to, agree to secure repayment of such taxes by a lien on the Project Site in the amount required to be repaid. Such lien may attach, and may be perfected, collected, and enforced, in the same manner as a mortgage lien on real property, and shall otherwise have the same force and effect as a mortgage lien on real property; provided, that the term and repayment schedule for the repayment associated with such lien shall be agreed upon by the County and the Owner.

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

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

Section 11. Legislative Approval Required. Developer and the County acknowledge that this Agreement must be approved by formal action of the legislative authority of the County as a condition for the Agreement to take effect. This Agreement takes effect upon such approval.

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Section 12. Non-Discrimination. 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, Developer is committing Developer and each Owner to following non-discriminating hiring practices with respect to its ownership and operation of its Buildings and acknowledges that no individual may be denied employment solely on the basis of age, color, disability, genetic information, military status, veterans' status, national origin/ancestry, race, religion, sex or sexual orientation.

Section 13. Agreement Revocation. The exemption from taxation granted under this Agreement shall be revoked with respect to a Building if it is determined that the Owner of such Building, any successor to such Owner or any related member (as those terms are defined in division (C) of Section 3735.671 of the Ohio Revised Code) has violated the prohibition against entering into this Agreement under division (C) of Section 3735.671 or Section 5709.62 or 5709.63 of the Ohio Revised Code prior to the time prescribed by that division or either of those sections. Any such termination or modification of tax exemption under Section 8 or this Section 13 shall have no effect on the tax exemption granted under this Agreement for any other Building in the Project.

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

Section 15. Assignment. This Agreement and the benefits and obligations hereof are not assignable without the approval of the County; provided, however, that the County agrees not to withhold its approval of such assignment so long as any assignee files with the County an assumption agreement substantially in the form attached hereto as "Exhibit C" (each an "Assumption Agreement"), wherein such assignee, inter alia, (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 assignee. Within fifteen (15) days following receipt by the County of such Assumption Agreement, the County shall acknowledge and consent to the execution of the Assumption Agreement and return the executed Assumption Agreement to or at the direction of the Assignee. 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 Assumption Agreement.

Section 16. Tax Increment Financing Agreement. The County and Developer also agree that the County will approve and create a 100% 30-year tax increment financing (TIF) pursuant to Sections 5709.77 et seq. of the Revised Code on the Project Site in the Northern Industrial CRA. The parties acknowledge that there will be no TIF service payments as to the assessed value of any Building during the term of the exemptions authorized under this Agreement, as the assessed value of each Building is subject to a tax exemption under Section 4 of this Agreement for the entire 15-year period. All service payments received from the increase in the assessed value of each Parcel of the Project Site under the TIF will be paid by the County to Developer or an Owner to pay or reimburse costs of public infrastructure improvements for the Project as provided in the resolution of the Board of County Commissioners establishing that TIF and/or pursuant to the parties' Tax Increment Financing Agreement.

Section 17. Local Fees and Dues. For each tax year for which an exemption is provided pursuant to this Agreement, each Owner shall pay to the County an annual fee equal to \$2,500 payable by March 1 of the tax payment year that is attributable to the tax year of the exemption (e.g., if an exemption is provided for tax year 2023, the payment will be due by March 1, 2024). 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 agency as designated in writing by the Pickaway County Board of Commissioners, an annual fee equal to \$5,000 payable by March 1 of the tax payment year that is attributable to the tax year of the exemption (e.g., if an exemption is provided for tax year 2023, the payment will be due by March 1, 2024).

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Section 18. Legal Fees. The Developer shall pay to the County's legal counsel, Bricker Graydon LLP, its fees and expenses for costs of preparing all documentation associated with this Agreement, up to \$10,000, and the TIF Agreement. The payment shall be due within ten (10) business days after complete execution and delivery of this Agreement.

Section 19. 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: W-CTR SCARBROUGH LAND HOLDINGS VIII,
LLC,
900 North Michigan Ave., Suite 1900
Chicago, IL 60611
Attn: James Holmes, Senior Principal

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: J. Caleb Bell, Esq.
Bricker Graydon LLP
100 S. Third St.
Columbus, OH 43215

And, With a Copy To: Pickaway Progress Partnership
1360 Lancaster Pike
Suite 111
Circleville, Ohio 43113
Attn: Tim Colburn, Economic Development Director

Section 20. Severability. If any provision of this Agreement or the application of any such provision to any such person or any circumstance shall be determined to be invalid or unenforceable, then such determination shall not affect any other provision of this Agreement or the application of such provision to any other person or circumstance, all of which other provisions shall remain in full force and effect. If any provision of this Agreement is capable of two constructions one of which would render the provision valid, then such provision shall have the meaning which renders it valid.

Section 21. Estoppel Certificate. Within thirty (30) days after a request from Developer or any Owner, the County will execute and deliver to Developer or the applicable Owner or any proposed purchaser, mortgagee or lessee of that Parcel or Building, a certificate stating that, with respect to that Parcel or Building, 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 that Developer or Owner is in default, specifying same; and (iii) such other matters as that Developer or Owner reasonably requests.

Section 22. Assignment of Compensation Agreement. The Compensation Agreements, related to the CRA Exemptions granted by this Agreement, between the Developer and Teays Valley Local School

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District, and Developer and Eastland-Fairfield Career and Technical Schools shall not be amended or assigned without the express written consent of the County.

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 the
Madison Township Project Compensation Agreement with
Teays Valley Local School District and W-CTR Scarbrough Land Holdings VII, LLC:

During business conducted while in session, Commissioner Harold Henson offered the motion, seconded by Commissioner Gary Scherer, to adopt the following Resolution:

Resolution No.: PC-031224-45

MADISON TOWNSHIP PROJECT COMPENSATION AGREEMENT

THIS MADISON TOWNSHIP PROJECT COMPENSATION AGREEMENT (this “Agreement”), made and entered into as of the 12th day of March, 2024, is between W-CTR SCARBROUGH LAND HOLDINGS VIII, LLC, a Delaware limited liability company (the “Company”); the COUNTY OF PICKAWAY, OHIO, a county and political subdivision of the State of Ohio the “County”); and the BOARD OF EDUCATION OF THE TEAYS VALLEY LOCAL SCHOOL DISTRICT, PICKAWAY COUNTY, OHIO, a school district and political subdivision of the State of Ohio (“Teays Valley”).

WITNESSETH THAT:

WHEREAS, the Board of County Commissioners of the County (the “Commissioners”), 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, inclusive (the “CRA Act); and

WHEREAS, the Company desires to construct, or cause to be constructed, and subject to the limitations described herein, a Manufacturing Project or a Distribution Center, each as defined herein (the “Project,” with each individual building within the Project and its related site improvements hereinafter referred to as a “Building”) at a site within the boundaries of Madison Township, Ohio (the “Exempted Property,” 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, the Exempted Property is located within the boundaries of the County, the CRA Area and Teays Valley; and

WHEREAS, the Company and the County intend to enter into a community reinvestment area agreement granting the Company certain incentives for the development of the Exempted Property (as amended from time to time, the “CRA Agreement”); and

WHEREAS, the incentives in the proposed CRA Agreement, the form of which has been reviewed and approved by Teays Valley, include a fifteen (15) year, one hundred percent (100%) real property tax exemption for the assessed value of new structures constructed at the Exempted Property (the “CRA Exemption”); and

WHEREAS, the County has notified Teays Valley that the Commissioners plan to adopt a resolution pursuant to R.C. Section 5709.78(A) of the Ohio Revised Code (the “TIF Resolution”) for improvements (as defined in R.C. Section 5709.77, the “Improvements”) to the Exempted Property declaring the Improvements to be a public purpose and exempting from real property taxation one hundred percent (100%) of those Improvements for a period of thirty (30) years (the “TIF Exemption”); and

WHEREAS, the TIF Resolution will require the owners from time to time of the Exempted Property (collectively, the “Owners”) to make service payments in lieu of real estate taxes with respect to the Improvements during the TIF Exemption (collectively, the “Service Payments”), which payments are to be

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made directly by the Pickaway County Treasurer to the School District, such that the School District will receive payments equal to the amounts it would have received, but for the TIF Exemption, provided that the obligation of the Owners to make Service Payments will not apply to the extent that any portion of the assessed value of any Building is exempted under the CRA Agreement for the period and to the extent that the Building is exempt under the CRA Agreement; and

WHEREAS, the TIF Resolution provides or will provide the semi-annual payments to the School District in the amount of real property taxes that would have been payable to the School District as a result of the exemption provided in the TIF Resolution (i.e., not including any improvements exempted under the CRA Agreement), which payments are to be made directly by the Pickaway County Treasurer (the "County Treasurer") to the School District; and

WHEREAS, pursuant to R.C. Sections 5709.78 and 5709.82(B), the Commissioners and Teays Valley desire to enter into this Agreement to provide compensation to Teays Valley for its loss of real property taxes during the CRA Exemption and the TIF Exemption;

WHEREAS, Teays Valley adopted a resolution (the "Teays Valley Resolution") approving the CRA Exemption and TIF Exemption for the Exempted Property on the condition that the parties hereto enter into this Agreement

WHEREAS, the Company, the County, and Teays Valley hope to attract a Manufacturing Project, as defined herein, to the Exempted Property;

NOW, THEREFORE, in consideration of the premises and mutual covenants hereinafter described, Teays Valley, the Company and the County covenant, agree and bind themselves as follows:

Section 1. Approval of the CRA Agreement and CRA Exemption; Compensation to Teays Valley While CRA Exemption in Effect; Approval of TIF Resolution.

- A. As provided in the Teays Valley Resolution, and subject to (i) the conditions of the immediately following paragraph and (ii) payment of the PILOT as described hereunder as and when due and payment of amounts due to Teays Valley under the TIF Resolution, Teays Valley hereby approves the CRA Exemption and the related CRA Agreement, as well as the TIF Resolution and the exemption provided therein. Teays Valley acknowledges that each separate Building constructed on the Property as a Manufacturing Project will receive a 15-year, 100% exemption pursuant to the CRA Agreement. For the purposes of this Section 1(A), a "manufacturing Project" is defined as: any process in which materials are changed, converted, or transformed into a different state or form from which they previously existed and includes refining materials, assembling parts, and preparing raw materials and parts by mixing, measuring, blending, or otherwise committing such materials or parts to the manufacturing process, and any reasonable determination of the County as to whether such use meets the definition of "Manufacturing Project" shall be conclusive. Notwithstanding anything in the foregoing to the contrary, unless otherwise approved by the County, no Owner of a Parcel of the Madison Township Land shall be entitled to a tax exemption hereunder for a Building constructed on such Parcel that is to be used as a distribution or fulfillment center, being a Building that is operated primarily as a product storage and shipping facility for the storage or distribution of goods (a "Distribution Center"), the construction of which commences during the period commencing on the Effective Date of this Agreement and ending on the last day of the calendar month during which the eighteen (18) month anniversary date of the Effective Date occurs (the "Moratorium End Date"). After the Moratorium End Date, Developer or any other Owner of a Parcel of the Madison Township Land can construct a Distribution Center on any Parcel of the Madison Township Land, and such Distribution Center shall be entitled to a tax exemption for such Distribution Center of one hundred percent (100%) for years one through ten (1-10) and fifty percent (50%) for years eleven through fifteen (11-15), without further approval of the County, notwithstanding that, Developer has been unable to attract a manufacturing end user to any other Parcel of the Madison Township Land.
- B. The Company agrees that annually during the term of any CRA Exemption for a Building under the CRA Agreement in which the CRA Exemption is one hundred percent (100%), the Owner thereof shall pay to Teays Valley a payment in lieu of taxes ("PILOT Payment") equaling 30% of the portion of real property taxes Teays Valley would have received had the CRA Exemption not been in place for the Building, with a minimum market value of \$50.00 per square foot for the Building (i.e., notwithstanding whether the actual value or the value determined by the Pickaway County Auditor (the "County Auditor") is lower than \$50.00 per square foot, calculated in accordance with Section 2A, below). When the CRA Exemption adjusts to fifty percent (50%) for a Distribution Center, the Owner

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shall no longer have to pay the PILOT. For example, if a PILOT were to be made in calendar year 2023 for a CRA Exemption attributable to tax year 2023 for a 1,000,000 SF building, the PILOT would equal the greater of (i) 30% of the portion of real property taxes Teays Valley would have received had the CRA Exemption not been in place for the Building or (ii) \$143,325.09 annually (1,000,000 X \$50 X 35% X .027300017 X 30%) (Square Feet X \$50 X Assessed Value Percentage X Teays Valley Effective Commercial Millage Rate for tax year 2021 X 30%). Furthermore, upon the later of the acquisition of the Property by the Company or one of its affiliates and the execution of a CRA Agreement by the Company and the County (the "Payment Trigger"), the Company agrees to make one-time, up-front payment of \$150,000 within 30 days of such acquisition or the execution of the CRA Agreement by the Company and Teays Valley, the Company agrees to make one-time, up-front payment of \$100,000 per building constructed at the Project to Teays Valley upon award of a certificate of occupancy for the building, the Company agrees to make a one-time payment of \$15,000 for Teays Valley to apply to legal and other fees related to the negotiation of the Agreement within 30 days of the execution of the CRA Agreement by the Company and Teays Valley, the Company agrees to make a one-time payment of \$25,000 to Teays Valley to build and improve athletic facilities within 30 days of the award of the first building certificate of occupancy at the Project. For avoidance of doubt, the Eastland-Fairfield Career Center (Eastland-Fairfield) will receive annual PILOTs, a one-time payment related to the negotiation of the Agreement, and up-front payments in proportion to what Teays Valley receives based on the Eastland-Fairfield's effective commercial millage compared to Teays Valley's effective commercial millage for the relevant tax year. For tax year 2021, for example, amounts received by the Eastland-Fairfield would be 7.326% of what Teays Valley receives.

- C. The parties agree that this Agreement is subject to the Property being used for a Manufacturing Project or a Distribution Center and that the approvals and waivers provided by Teays Valley hereunder remain effective only if use of the Project is limited to such uses. For the avoidance of doubt, in no event shall the Property be used for any other use, including residential or multi-family purposes or any data center.
- D. In return for the compensation to be provided herein, Teays Valley hereby waives all required notices in connection with approval of the CRA Agreement and the TIF Resolution, including but not limited to the forty-five day notices and the fourteen day notices pursuant to R.C. Sections 3735.67, 3735.671, 5709.40 and 5709.83, respectively, and hereby waives any defects or irregularities related to the CRA Agreement and the TIF Resolution.
- E. The approval of Teays Valley for the CRA Agreement hereunder is limited to a Project (with a hard construction cost of less than two hundred dollars (\$200.00) per square foot in 2024 dollars, as increased from January 1, 2024 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. Any change in Project scope or increase in anticipated Project value beyond these metrics shall be subject to separate negotiation and approval by Teays Valley.

Section 2. Payment of Compensation Payments to Teays Valley.

- A. Within thirty (30) days after each Building receives a certificate of occupancy, the Owner thereof shall notify Teays Valley of such certificate of occupancy and provide the approximate number of square feet that are located within the Building, as determined in accordance with BOMA *Industrial Buildings: Standard Methods of Measurement (ANSI Z65.2-2012)*, the Exterior Wall Methodology (Method A), together with such supporting information as Teays Valley shall reasonably request.
- B. On a semi-annual basis, between January 1 and March 1, and between April 1 and June 1, of each calendar year following each tax year of the CRA Exemption for each Building, the County Auditor shall calculate the amount of the PILOT due in that calendar year to Teays Valley from each Owner based on the formula outlined in Section 1(B) and on the square footage provided pursuant to Section 2(A), and reflect such PILOT in a written statement sent to each Owner and Teays Valley (the "PILOT Statements"). Each semi-annual PILOT Statement shall specify that the amount due is one-half of the PILOT for that year. Each Owner and Teays Valley shall provide any objections to the calculation in writing to the County Auditor no later than 30 days after receipt of a PILOT Statement. If no objections are provided within that time period, the amount shall be due from each Owner to the County Treasurer no later than 60 days after receipt of the PILOT Statement. If objections are noted, the objecting Owner and/or Teays Valley shall work in good faith with the County Treasurer and County Auditor to correct the calculation, with payment to the County Treasurer due no later than 30 days after resolution of any objections. The County Treasurer shall remit the PILOTs received pursuant to each PILOT Statement to Teays Valley no later than 30 days after receipt of the PILOTs from each Owner. The Company and each Owner shall reasonably cooperate with the County Treasurer and County Auditor in the preparation of the PILOT Statements and in the calculation of the PILOTs.

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- C. The method of payment for any PILOT due under this Agreement shall be by wire transfer unless another method is mutually agreed upon between the Parties.

Section 3. Community Payments. In furtherance of the Company's commitment to support the students, parents, and School District buildings in the vicinity of the Project, the Company shall make an annual payment of \$5,000 for a term of 15 years to the Ashville Food Pantry. Such donations shall not be received by Teays Valley, constitute funds of Teays Valley or cause any recipient organization to become a component fund of Teays Valley.

Section 4. Non-Monetary Commitments. After the Payment Trigger date, the Company shall (i) work in good faith with Teays Valley to collaborate on one or more training or career development options for students in the School District, (ii) use its best efforts to utilize the Pickaway County Port Authority financing structure (the "Port Financing") for the construction of each Building on the Property. If the Owner does not wish to use the Port Financing for the exemption of sales tax on construction materials, it shall make a Payment in Lieu of Taxes (PILOT) to the Pickaway County Port Authority equal to 50% of the value of the exemption of sales tax on construction materials. The PILOT shall be based on the actual sales tax attributable to the project, as determined by the Owner and verified by the Pickaway County Port Authority. The PILOT to the Pickaway County Port Authority is due 30 days after the receipt of the Owner's Certificate of Occupancy for the Building.

Section 5. Reconciliation of Payments. In the event Teays Valley wishes to reconcile the amount of any PILOT Payment, Teays Valley may request a meeting with the Company for that purpose. Within fifteen (15) days thereafter or such longer period as may be mutually agreed upon, the parties shall meet to discuss and reconcile or resolve the matter.

Section 6. Amendment. This Agreement may be amended or modified by the parties only in writing, signed by the parties to this Agreement.

Section 7. Notices. All notices, designations, certificates, requests or other communications under this Agreement shall be sufficiently given and shall be deemed given when mailed by registered mail, postage prepaid, addressed to the following addresses:

If to Teays Valley:

Teays Valley Local School District
385 Circleville Avenue
Ashville, OH 43103
Attn: Treasurer

If to Company:

W-CTR SCARBROUGH LAND HOLDINGS, LLC,
4343 Von Karman Ave., Ste. 200
Newport Beach, CA 92660
Attn: Dominic Petrucci

With a copy to:

David J. Robinson, Attorney at Law, LLC
100 East Broad Street, Suite 1340
Columbus, Ohio 43215
Attn: David J. Robinson, Counsel

If to the County:

County of Pickaway, Ohio
121 West Franklin Street
Circleville, Ohio 43113
Attn: Tim McGinnis,
Development & Planning Director

Teays Valley, the Company, and the County may change their address for receiving notices and reports by giving written notice of such change to the other.

Section 8. Severability. Should any portion of this Agreement be declared by the courts to be unconstitutional, invalid or otherwise unlawful, such decision shall not affect the entire agreement but only that part declared to be unconstitutional, invalid or illegal.

Section 9. Filing of Agreement. The Clerk of the Commissioners shall file an executed copy of this Agreement with both the County Auditor and the County Treasurer.

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Section 10. Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any party to this Agreement may execute this Agreement by signing any such counterpart.

Section 11. Assignment. This Agreement and the benefits and obligations hereof are not assignable by the Company or any Owner to another Owner without the express, written approval of the County and Teays Valley, which approval shall not be unreasonably withheld or delayed; provided, however, that the County and Teays Valley agree not to withhold approval of such assignment so long as the transferring Owner is current on all PILOTs and other payments due to Teays Valley hereunder and any transferee or assignee files with the County and Teays Valley an assumption agreement substantially in the form attached hereto as “Exhibit B” (each, an “Assumption Agreement”), wherein such transferee or assignee, inter alia, (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. Within fifteen (15) days following receipt by the County of such Assumption Agreement, Teays Valley and the County shall acknowledge and consent to the execution of the Assumption Agreement and return the executed Assumption Agreement to or at the direction of the Assignee. For each Assumption Agreement filed with the County, the \$1,000 assignment fee required by Section 15 of the CRA Agreement shall be due to the County (without duplication) within 30 days after the complete execution of that Assumption 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 entity directly or indirectly owned by the Company, any principal of the Company, or any affiliate of the Company, or otherwise an affiliate of the Company controlling or under common control with the Company, in each case, unless the School District provides its written consent.

Section 12. Term. This Agreement shall remain in effect for each portion of the Property for such period as the CRA Exemption is in effect for that portion of the Property.

Section 13. Notice of Default, Cure and Remedy. A party shall be in default of this Agreement if the party fails to perform any material obligation under this Agreement and such failure continues uncured for more than thirty (30) days after receiving a written notice of default from the other party. Any such default which continues uncured beyond the thirty (30) day cure period above shall constitute an “Event of Default”. An Event of Default will entitle the non-defaulting party to terminate this Agreement upon written notice to the other party; and pursue any other remedy available at law or equity.

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 the
Madison Township Project Compensation Agreement with
Eastland Fairfield Career and Technical Schools and W-CTR Scarbrough Land Holdings VII, LLC:

During business conducted while in session, Commissioner Harold Henson offered the motion, seconded by Commissioner Gary Scherer, to adopt the following Resolution:

Resolution No.: PC-031224-46

COMPENSATION AGREEMENT

THIS COMPENSATION AGREEMENT (this “Agreement”), made and entered into as of the 12th day of March, 2024, is between W-CTR SCARBROUGH LAND HOLDINGS VIII, LLC, a Delaware limited liability company (the “Company”); the COUNTY OF PICKAWAY, OHIO, a county and political subdivision of the State of Ohio (the “County”); and the BOARD OF EDUCATION OF THE EASTLAND-FAIRFIELD CAREER & TECHNICAL SCHOOLS, a school district and political subdivision of the State of Ohio (“Eastland-Fairfield”).

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PICKAWAY COUNTY, OHIO

WITNESSETH THAT:

WHEREAS, the Board of County Commissioners of the County (the "Commissioners"), 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, inclusive (the "CRA Act"); and

WHEREAS, the Company desires to construct, or cause to be constructed, commercial and industrial facilities and related improvements (the "Project," with each individual building within the Project and its related site improvements hereinafter referred to as a "Building") at a site within the boundaries of Madison Township, Ohio (the "Exempted Property," 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, the Exempted Property is located within the boundaries of the County, the CRA Area and Eastland-Fairfield; and

WHEREAS, the Company and the County intend to enter into a community reinvestment area agreement (as amended from time to time, the "CRA Agreement"), granting the Company certain incentives for the development of the Exempted Property; and

WHEREAS, the incentives in the proposed CRA Agreement, the form of which Eastland-Fairfield has reviewed and approved, include a fifteen (15) year, one hundred percent (100%) real property tax exemption for the assessed value of new structures constructed at the Exempted Property (the "CRA Exemption"); and

WHEREAS, the County has notified Eastland-Fairfield that the Commissioners plan to adopt a resolution pursuant to R.C. Section 5709.78(A) (the "TIF Resolution") for improvements (as defined in R.C. Section 5709.77, the "Improvements") to the Exempted Property declaring the Improvements to be a public purpose and exempting from real property taxation one hundred percent (100%) of those Improvements for a period of thirty (30) years (the "TIF Exemption"); and

WHEREAS, the TIF Resolution will require the owners from time to time of the Exempted Property (collectively, the "Owners") to make service payments in lieu of real estate taxes with respect to the Improvements during the TIF Exemption (collectively, the "Service Payments"), provided that the obligation of the Owners to make Service Payments will not apply to the extent that any portion of the assessed value of any Building is exempted under the CRA Agreement for the period and to the extent that the Building is exempt under the CRA Agreement; and

WHEREAS, pursuant to R.C. Sections 5709.78 and 5709.82(B), the Commissioners and the Board desire to enter into this Agreement to provide compensation to Eastland-Fairfield for its loss of real property taxes during the CRA Exemption and the TIF Exemption;

WHEREAS, Eastland-Fairfield has adopted a resolution (the "Eastland-Fairfield Resolution") approving the CRA Exemption and the TIF Exemption for the Exempted Property on the condition that the parties hereto enter into this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants hereinafter described, Eastland-Fairfield, the Company and the County covenant, agree and bind themselves as follows:

Section 1. Approval of the CRA Agreement and CRA Exemption; Compensation to Eastland-Fairfield While CRA Exemption in Effect; Approval of TIF Ordinance.

- A. As provided in the Eastland-Fairfield Resolution, and subject to payment of the PILOT as described hereunder as and when due, Eastland-Fairfield hereby approves the CRA Exemption and the related CRA Agreement, as well as the TIF Ordinance and the exemption provided therein. Eastland-Fairfield acknowledges that each separate Building constructed on the Property will receive a 15-year, 100% exemption for manufacturing uses pursuant to the CRA Agreement, and that the approval provided by Eastland-Fairfield herein and in the Eastland-Fairfield Resolution is effective for all exemptions provided pursuant to the CRA Agreement. Manufacturing is defined as: any process in which materials are changed, converted, or transformed into a different state or form from which they previously existed and includes

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refining materials, assembling parts, and preparing raw materials and parts by mixing, measuring, blending, or otherwise committing such materials or parts to the manufacturing process, and the determination of the County as to whether such use meets the definition of “manufacturing” shall be conclusive. Notwithstanding anything in the foregoing to the contrary, unless otherwise approved by the County, no Owner of a Parcel of the Madison Township Land shall be entitled to a tax exemption hereunder for a Building constructed on such Parcel that is to be used as a distribution or fulfillment center, being a Building that is operated primarily as a product storage and shipping facility for the storage or distribution of goods (a “Distribution Center”), the construction of which commences during the period commencing on the Effective Date of this Agreement and ending on the last day of the calendar month during which the eighteen (18) month anniversary date of the Effective Date occurs (the “Moratorium End Date”). After the Moratorium End Date, Developer or any other Owner of a Parcel of the Madison Township Land can construct a Distribution Center on any Parcel of the Madison Township Land, and such Distribution Center shall be entitled to a tax exemption for such Distribution Center of one hundred percent (100%) for years one through ten (1-10) and fifty percent (50%) for years eleven through fifteen (11-15), without further approval of the County, notwithstanding that, Developer has been unable to attract a manufacturing end user to any other Parcel of the Madison Township Land.

- B. The Company agrees that annually during the term of any CRA Exemption for a Building under the CRA Agreement, the Owner thereof shall pay to Eastland-Fairfield a payment in lieu of taxes ("PILOT Payment") equaling 30% of the portion of real property taxes Eastland-Fairfield would have received had the CRA Exemption not been in place for the Building, with a minimum market value of \$50.00 per square foot for the Building (i.e., notwithstanding whether the actual value or the value determined by the Pickaway County Auditor (the "County Auditor") is lower than \$50.00 per square foot, calculated in accordance with Section 2A, below). For example, if a PILOT were to be made in calendar year 2023 for a CRA Exemption attributable to tax year 2023 for a 1,000,000 SF building, the PILOT would equal the greater of (i) 30% of the portion of real property taxes Eastland-Fairfield would have received had the CRA Exemption not been in place for the Building or (ii) \$10,500 annually (1,000,000 X \$50 X 35% X .002 X 30%) (Square Feet X \$50 X Assessed Value Percentage X Eastland-Fairfield Effective Commercial Millage Rate for tax year 2021 X 30%). Furthermore, upon the later of the acquisition of the Property by the Company or one of its affiliates and the execution of a CRA Agreement by the Company and the County (the "Payment Trigger"), the Company agrees to make one-time, up-front payment of \$10,989 within 30 days of the execution of the CRA Agreement by the Company and Eastland-Fairfield, the Company agrees to make one-time, up-front payment of \$7326 per building constructed at the Project to Eastland-Fairfield upon award of a certificate of occupancy for the building, and the Company agrees to make a one-time payment of \$1085.40 for Eastland-Fairfield to apply to legal and other fees related to the negotiation of the Agreement within 30 days of the execution of the CRA Agreement by the Company and Eastland-Fairfield. For avoidance of doubt, the Eastland-Fairfield Career Center (Eastland-Fairfield) will receive annual PILOTs, a one-time payment related to the negotiation of the Agreement, and up-front payments in proportion to what Eastland-Fairfield receives based on the Eastland-Fairfield's effective commercial millage compared to Teays Valley Local School District's effective commercial millage for the relevant tax year. For tax year 2021, for example, amounts received by the Eastland-Fairfield would be 7.326% of what Teays Valley Local School District receives.
- C. The parties agree that this Agreement is subject to the Property being used primarily for manufacturing, distribution, e-commerce fulfillment, warehousing, logistics, packaging, assembly, or office space and that the approvals and waivers provided by Eastland-Fairfield remain effective only if use of the Project is limited to the permitted uses according to the applicable zoning code for the Property (as may be amended to permit warehousing, storage and distribution facilities, including truck and transfer terminals, light manufacturing, fabrication, processing, assembling, packaging, or treatment of goods, materials, and products, administrative offices ancillary to the above uses, and freestanding office uses), subject to variances granted in a manner consistent with applicable law. For the avoidance of doubt, in no event shall the Property be used for residential or multi-family purposes.
- D. In return for the compensation to be provided herein, Eastland-Fairfield hereby waives all required notices in connection with approval of the CRA Agreement and the TIF Ordinance, including but not limited to the forty-five day notices and the fourteen day notices pursuant to R.C. Sections 3735.67, 3735.671, 5709.40 and 5709.83, respectively, and hereby waives any defects or irregularities related to the CRA Agreement and the TIF Ordinance

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E. The approval of Eastland-Fairfield for the CRA Agreement hereunder is limited to a Project (i) consisting of 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; and (ii) with a hard construction cost of less than two hundred dollars (\$200.00) per square foot in 2023 dollars, as increased from January 1, 2023 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. Any change in Project scope or increase in anticipated Project value beyond these metrics shall be subject to separate negotiation and approval by Eastland-Fairfield

Section 2. **Payment of Compensation Payments to Eastland-Fairfield.** On a semi-annual basis, not later than June 1 and December 1 of each calendar year, the Company shall make a PILOT Payment to Eastland-Fairfield. The Company will calculate the amount of the PILOT Payment based on the formula outlined in Section 1(C) and will provide Eastland-Fairfield with its written calculation at the time of its delivery of the PILOT Payment.

Section 3. **Reconciliation of Payments.** In the event Eastland-Fairfield wishes to reconcile the amount of any PILOT Payment, Eastland-Fairfield may request a meeting with the Company for that purpose. Within fifteen (15) days thereafter or such longer period as may be mutually agreed upon, the parties shall meet to discuss and reconcile or resolve the matter.

Section 4. **Amendment; Change of Law.** This Agreement may be amended or modified by the parties only in writing, signed by the parties to the Agreement.

Section 5. **Notices.** All notices, designations, certificates, requests, or other communications under this Agreement shall be sufficiently given and shall be deemed given when mailed by registered mail, postage prepaid, addressed to the following addresses:

If to Eastland-Fairfield: Eastland-Fairfield Career & Technical Schools
4300 Amalgamated Place
Groveport, OH 43125
Attn: Treasurer

If to CTR Logistics: W-CTR SCARBROUGH LAND HOLDINGS VIII, LLC
4343 Von Karman Ave., Ste. 200
Newport Beach, CA 92660
Attn: Dominic Petrucci

With a copy to: Montrose Law Firm, LLC
100 East Broad Street, Suite 2320
Columbus, Ohio 43215
Attn: David J. Robinson, Counsel

If to the County: County of Pickaway, Ohio
121 West Franklin Street
Circleville, Ohio 431 13
Attn: Tim McGinnis,
Development & Planning Director

Eastland-Fairfield, the Company, and the County may change their address for receiving notices and reports by giving written notice of such change to the other.

Section 6. **Severability.** Should any portion of this Agreement be declared by the courts to be unconstitutional, invalid, or otherwise unlawful, such decision shall not affect the entire agreement but only that part declared to be unconstitutional, invalid or illegal.

Section 7. **Filing of Agreement.** The Clerk of the Commissioners shall file an executed copy of this Agreement with both the County Auditor and the County Treasurer.

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Section 8. **Counterparts.** This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any party to this Agreement may execute this Agreement by signing any such counterpart.

Section 9. **Assignment.** This Agreement and the benefits and obligations hereof are assignable by the Company or any Owner to another Owner without the approval of the County and Eastland-Fairfield, provided that the transferee or assignee files with the County and Eastland-Fairfield as assumption agreement substantially in the form attached hereto as Exhibit B (each, as “Assumption Agreement”), wherein such transferee or assignee, inter alia , (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. Upon the receipt by the County of such Assumption Agreement, Eastland-Fairfield and the County shall acknowledge and consent to the execution of the Assumption Agreement.

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 March 9, 2024.

A total of \$475 was reported collected as follows: \$90 in dog license; \$45 in dog license late penalty; \$210 in adoptions; \$75 in redemption; \$50 in microchip fees and \$5 in private donations.

Five (5) stray dogs were processed in; four (4) dogs were adopted.

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

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

Jay H. Wippel, President

Harold R. Henson, Vice President

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

Attest: Angela Karr, Clerk