

TUESDAY, MAY 21, 2019
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, May 21, 2019, with the following members present: Mr. Jay H. Wippel and Mr. Brian S. Stewart. April Dengler, County Administrator, was also in attendance. Mr. Harold R. Henson was absent from today's meeting.

In the Matter of
Minutes Approved:

Commissioner Brian Stewart offered the motion, seconded by Commissioner Harold Henson, to approve the minutes from May 14, 2019, with corrections.

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

Attest: Angela Karr, Clerk

In the Matter of
Bills Approved for Payment:

Commissioner Brian Stewart offered the motion, seconded by Commissioner Jay Wippel, 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 May 22, 2019, 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 \$268,648.57 on the County Treasurer to satisfy the same.

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

Attest: Angela Karr, Clerk

In the Matter of
Appropriation of Funds Approved:

Commissioner Brian Stewart offered the motion, seconded by Commissioner Jay Wippel, to approve the following requests for the APPROPRIATION OF FUNDS:

\$3,000.00 - 101.1105.5703 – Contingencies – Commissioners

\$20,000.00 – 401.7115.5530 – Unplanned Capital – Commissioners

\$20,000.00 – 101.1105.5703 – Contingencies - Commissioners

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

Attest: Angela Karr, Clerk

In the Matter of
Fund Transfer Approved:

Commissioner Brian Stewart offered the motion, seconded by Commissioner Jay Wippel, to approve the following requests for the FUND TRANSFER:

**TUESDAY, MAY 21, 2019
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO**

**\$20,000.00 – 101.1105.5701 – Transfer Out – Commissioners
TO
Capital Transfers In – Commissioners**

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

Attest: Angela Karr, Clerk

**In the Matter of
Transfer and Re-appropriation of Funds Approved:**

Commissioner Brian Stewart offered the motion, seconded by Commissioner Jay Wippel, to approve the following requests for the TRANSFER AND REAPPROPRIATION OF FUNDS:

**\$20,000.00 – 101.1105.5703 – Contingencies – Commissioners
TO
101.1105.5701 – Transfers Out – Commissioners**

**\$3,000.00 – 101.1105.5703 – Contingencies – Commissioners
TO
101.1102.5527 – Maintenance Vehicle Expense - Commissioners**

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

Attest: Angela Karr, Clerk

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

Commissioner Brian Stewart offered the motion, seconded by Commissioner Jay Wippel, to approve the following requests for the BLANKET PURCHASE ORDER APPROVED:

\$13,253.25 – 248.2030.5901 – LEPC Other Expenses - Commissioners

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

Attest: Angela Karr, Clerk

**In the Matter of
Waiver Approved:**

Nancy Graham, Fiscal Specialist, requested a waiver to pay the Pickaway County Recorder, in a timely manner related to the tax lien sale recording fees. After discussing the request, Commissioner Brian Stewart offered the motion, seconded by Commissioner Jay Wippel, to waive the waiting period to issue payment to the Pickaway County Recorder, in the amount of \$1,500.00 from line item #919.6908.5917.

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

Attest: Angela Karr, Clerk

TUESDAY, MAY 21, 2019
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

In the Matter of
Deputy County Administrator Report:

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

- There were no BWC claims filed this week.
- The vicious dog case is still awaiting expiration of the 30-day compliance to expire.
- The 2003 International salt truck listed on Govedeals.com for the Engineer's Office has a current bid of \$10,101.00. The minimum bid was \$5,000.00.
- MR. Rogols worked on the re-zoning application for the Pickaway Street properties. Errors were found in the labeling of the survey (road names) and local description. Craig Stevens from Haral and Stevenson, was contacted and corrections are being made.
- Mr. Rogols received copier proposals from Blue Technologies, Cannon and Gordan Flesch. The proposal from Gordan Flesch reflected a \$78.00 increase from the current contract with a five-year duration for more equipment, however 10-15% lower than other vendors proposals with state pricing discount. The two machines presently in the Commissioner's Office will be distributed and reused at the Emergency Operation Center and the Dog Shelter.
- Mr. Rogols will be meeting with Sherri Rarey, Dog Warden, on Friday to review a summary of the Dog Shelter's finances. He plans to approach Partners for Paws about direct billing on Monday, May 20th.

In the Matter of
Report Provided by Darrin Flick:

The following is a summary of the report provided by Darrin Flick, EMA Director & Pickaway County 911 Coordinator.

- The Fairfield County LEPC Ex/Active Shooter Ex – evaluator. Mr. Flick identified a number of lessons to apply to these types of incidents in Pickaway County.
- Tom Swisher is attending the HAM Radio Conference this week.
- The Circleville Safety Committee met to discuss the county's proposal to help the city through consolidation of PSAPs. Mr. Flick continued to reiterate that we are trying to help the City of Circleville with their financial issues to provide better 911 services for less money.
- Mr. Flick continues to work on new EOC – Tentative opening 11 June.
- Mr. Flick continue to work on our LEPC Ex scheduled for 14 June.
- Mr. Flick continues EOC work and LEPC Ex preparation.
- The countywide safety forces walk through of new fairground is scheduled for this week.

In the Matter of
Allocation of March 2019 Sales Tax Collections:

Commissioner Brian Stewart offered the motion, seconded by Commissioner Jay Wippel, to allocate the March 2019 Sales Tax collections in the following manner:

\$28,073.00 to 401.0000.4121 – Capital Fund
\$673,759.96 to 101.0000.4121 – General Fund

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

Attest: Angela Karr, Clerk

In the Matter of
CHIP Rehab Program
Subordination Agreement:

Rob Febes, TransCounty Title Agency, submitted a request for subordination of the second mortgage of record to the proposed new mortgage to the Savings Bank relative to Vicki Madden. Following the review, Commissioner Harold Henson offered the motion, seconded by Commissioner Brian Stewart to

TUESDAY, MAY 21, 2019
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

authorize Commissioner Wippel to execute the subordination agreement once submitted by TransCounty Title Agency.

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

Attest: Angela Karr, Clerk

In the Matter of
Jobs and Family Services
Resolution for Title 20
Ohio Department Jobs and Family Services:

Following the review, Commissioner Jay Wippel offered the motion, seconded by Commissioner Brian Stewart to approve the following resolution:

Resolution: PC052119-1

WHEREAS, the Board of Commissioners adopted a resolution on April 7, 2015, approving the Request for Automatic Designation under the Workforce Innovation and Opportunity Act governing the operation of the Ross, Pickaway, Fairfield, Hocking, and Vinton Workforce Development Area-20; and

WHEREAS, the Intergovernmental Agreement requires the Boards of Commissioners of the five counties to appoint a Workforce Development Board (WDB) to establish by-laws and develop a system of rules for conducting WDB affairs that is efficient and promotes the principals of the Workforce Innovation and Opportunity Act within Area-20;

THEREFORE BE IT RESOLVED that the following individuals are appointed on behalf of Pickaway County to the Area-20 Workforce Investment Board for the following terms, commencing, July 1, 2019:

Tiffany Twining – Pickaway County Community Action, term to expire June 30, 2022

Gary Rhodes – Sheet Metal Draftsman, term to expire June 30, 2022

Michael Linton – ACCURATE, term to expire June 30, 2022

Wendy Elliott- Ohio Health Berger Health Center, term to expire June 30, 2022

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

Attest: Angela Karr, Clerk

In the Matter of
Jobs and Family Services
Resolution for State GRF Allocation:

Following the review, Commissioner Jay Wippel offered the motion, seconded by Commissioner Brian Stewart to approve the Pickaway County Plan for Child, Family and Adult Community and Protective Services Expenditures (State Budget Line Item 533):

Resolution: PC052119-2

WHEREAS, the Pickaway County Job and Family Services receives a Child, Family and Adult Community and Protective Services Allocation from Ohio Department of Job and Family Services. These funds are state general revenue (GRF) funds and may be used as state or local match to support its child support enforcement agency (CSEA) or public children services agency (PCSA) activities. These costs must be associated with the purposes listed in OAC 5101:9-6-12.4(D-E)

TUESDAY, MAY 21, 2019
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

WHEREAS, to properly access these funds for the CSEA or PCSA, they must be transferred from the Public Assistance Fund in which they are received from the Ohio Department of Job and Family Services into the Child Support Enforcement Fund or Public Children Services Fund, and is allowable base on OAC 5101:9-6-83 (for CSEA) and ORC 5101.144 (PCSA).

THEREFORE, we the Board of Commissioners of Pickaway County, do hereby grant to Joy Ewing, Director of the County Department of Job and Family Services, the authority to approve the transfer of money from the PA fund to the CSEA Fund or PCSA Fund for calendar 2019 for the herein described purpose. For SFY'19 funds, the PA is using the balance of the Child, Family and Adult Community and Protective Services Allocation for local foster care cost in PCSA fund.

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

Attest: Angela Karr, Clerk

In the Matter of
Jobs and Family Services
Resolution to Transfer Public Assistance:

Following the review, Commissioner Jay Wippel offered the motion, seconded by Commissioner Brian Stewart to approve the Pickaway County Plan for Income Maintenance Expenditures:

Resolution: PC052119-3

WHEREAS, the Pickaway County Job and Family Services receives an Income Maintenance Allocation from Ohio Department of Job and Family Services. These funds are state general revenue (GRF) funds and may be used for child support enforcement agency (CSEA) in meeting matching fund requirements for the Title IV-D program or to reimburse the county for the administrative expenditures incurred in the administration of the child support program per OAC 5101:9-6-05(I).

WHEREAS, to properly access these funds for the CSEA, they must be transferred from the Public Assistance Fund in which they are received from the Ohio Department of Job and Family Services into the Child Support Enforcement Fund, and is allowable base on OAC 5101:9-6-83.

THEREFORE, we the Board of Commissioners of Pickaway County, do hereby grant to Joy Ewing, Director of the County Department of Job and Family Services, the authority to approve the transfer of money from the PA fund to the CSEA Fund for calendar 2019 for the herein described purpose.

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

Attest: Angela Karr, Clerk

In the Matter of
Ohio Department of Job and Family Services
Local Workforce Development System
Subgrant Agreement G-20214-15-0029 Signed:

Joy Ewing, Director of the Pickaway County Job & Family Services, met with the commissioners to obtain their approval of the amended agreement of the original Memorandum of Understanding (MOU) for the Local Workforce Development Area 20 The original MOU agreement period was for SFY July 1, 2017 – June 30, 2019.

Following discussion, Commissioner Jay Wippel offered the motion, seconded by Commissioner Brian Stewart, to approve the Amended Agreement for 2017-2019 Memorandum of Understanding (MOU) for Local Area 20/21 Workforce Development System.

TUESDAY, MAY 21, 2019
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

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

Attest: Angela Karr, Clerk

In the Matter of
Job and Family Services Update:

Joy Ewing, Director of the Pickaway County Job & Family Services, met with the commissioners to provide a monthly update. JFS has changed its hours to be open during lunch hours, they will no longer be closed during the designated hours. There will be a In-Demand Jobs Week Career Fair with 50 employers and 75-80 job seekers. Mrs. Ewing stated that the union negotiation will start sometime next month, however no date has been set. Unemployment is slightly lower than last month at 4.1%. Legal Assistant, Elizabeth Baldwin left on May 3rd and the position has been posted internally. Mr. Ewing is in hopes to make a decision later this week on who to hire.

In the Matter of
Community Development Block Grant
Fair Housing Analysis of Impediments
Planning Agreement with CDC of Ohio Inc.:

Following the review of the Community Development Block Grant, Fair Housing Analysis of Impediments Planning Agreement, Commissioner Brian Stewart offered the motion, seconded by Commissioner Jay Wippel to authorize Commissioner Wippel to execute the Fair Housing AI Planning Agreement for CDBG.

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

Attest: Angela Karr, Clerk

In the Matter of
Board of Elections
Voting Machine Agreement:

During business conducted while in session, Commissioner Brian Stewart offered the motion, seconded by Commissioner Jay Wippel to approve and pass the following Resolution:

Resolution: PC052119-4

AUTHORIZING PARTICIPATION IN A SUBLEASE-PURCHASE ARRANGEMENT WITH THE OHIO SECRETARY OF STATE FOR THE PURPOSE OF ACQUIRING AND IMPLEMENTING VOTING MACHINES AND EQUIPMENT AND FINANCING CERTAIN COSTS THEREOF, A SUBLEASE-PURCHASE AGREEMENT EVIDENCING SUCH ARRANGEMENT, AND MATTERS RELATED THERETO.

WHEREAS, pursuant to Amended Substitute Senate Bill 135 of the 132nd Ohio General Assembly (as the same may be amended, modified, revised, supplemented or superseded from time to time, the “Act”) and the financing program authorized thereunder (the “SoS Financing Program”), the Secretary of State of the State of the Ohio (the “Sublessor”) is providing financing to Ohio counties for the acquisition of voting systems, including, but not limited to, voting machines, marking devices, automatic tabulating equipment, and direct record electronic voting machines, as defined in Ohio Revised Code (“ORC”) Section 3506.01, together with associated allowable expenditures, as defined in the Act; and

WHEREAS, in accordance with ORC Section 3506.02, it has been determined that the equipment used by the citizens of the County of [County Name], Ohio (the “Sublessee”) to vote in federal, state and local elections shall be changed to that equipment described in the Proposal of Election Systems and Software, LLC (the “Vendor”) dated May 21, 2019 (the “Proposal”); and

TUESDAY, MAY 21, 2019
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

WHEREAS, the Vendor has submitted a draft contract for the implementation of the Proposal to the Sublessee (the "Project Contract"), and the Sublessor has reviewed and approved the Project Contract (as it relates to the SoS Financing Program) and the Project Equipment (as hereinafter defined); and

WHEREAS, the Proposal requires the Sublessee to acquire certain voting machines and equipment (the "Project Equipment") and pay certain costs related to implementing the Proposal (along with the acquisition of the Project Equipment, the "Project") and this Board of County Commissioners of the Sublessee (the "Legislative Authority") desires to accept the Proposal, enter into the Project Contract, undertake the Project, and finance a portion of the cost of the Project by utilizing the provisions of the SoS Financing Program;

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

SECTION 1. It is hereby determined to be necessary, desirable and expedient, and in the best interests of the Sublessee and its citizens, for the Sublessee (i) to accept the Proposal, (ii) enter into the Project Contract, (iii) acquire the Project Equipment, and (iv) finance a portion of the costs of the Project Equipment (the "State-Financed Equipment") and other costs of the Project by participating in the SoS Financing Program.

SECTION 2. The Sublessee's participation in the SoS Financing Program shall be evidenced by a Sublease-Purchase Agreement between the Sublessor and the Sublessee (together with all exhibits and appendices thereto, the "Sublease"). At least two members of the Legislative Authority and the Sublessee's County Auditor (collectively, the "County Signers") are hereby separately and individually authorized, alone or with others, to execute and deliver the Sublease on behalf of the Sublessee in substantially the form presently on file with the Legislative Authority, which is hereby approved, with such changes not substantially adverse to the Sublessee as the County Signers may approve; the approval of such changes and that the same are not substantially adverse to the Sublessee shall be conclusively evidenced by the execution of the Sublease by the County Signers.

SECTION 3. All of the obligations of the Sublessee set forth and covenants made by the Sublessee under the Sublease are hereby established as duties specifically enjoined by law and resulting from an office, trust or station upon the Sublessee within the meaning of ORC Section 2731.01 et seq.

SECTION 4. Pursuant to the SoS Financing Program, the Sublessee shall not be required to make any scheduled payments towards the purchase of the State-Financed Equipment to the Sublessor or any other entity. To pay that portion of the cost of the Project not financed through the SoS Financing Program, there is hereby appropriated from the Sublessee's Capital Fund, (i) the amount of \$109,326.92, and (ii) ~~to pay the Sublessee's other obligations under the Sublease during this [insert calendar or fiscal year], the amount of \$ _____.~~

SECTION 5. The County Signers and other appropriate officers of the Sublessee, or any of them, are hereby separately and individually authorized and directed to (i) make the necessary arrangements with the Sublessor to establish the date, location, procedure and conditions for executing and delivering the Sublease, and delivering the Sublease to, the Sublessor, and (ii) give all appropriate notices and execute and deliver, on behalf of the Sublessee, such additional instruments, documents, agreements, certificates, and other papers as may be in their discretion necessary or appropriate in order to carry out, give effect to and consummate the transaction contemplated thereby in such forms as the official executing the same may approve, and to take all other steps necessary or appropriate to effect the due execution, delivery and performance of the Sublease pursuant to the provisions of this resolution. The Clerk of the Board of County Commissioners shall furnish to the Sublessor a true transcript of proceedings pertaining to the Sublease containing such information from the records of the Sublessee as is necessary to evidence or determine the regularity and validity of the authorization, execution and delivery of the Sublease. Each of the County Signers is hereby separately and individually designated to act as the authorized representative of the Sublessee for purposes of the Sublease until such time as the Legislative Authority shall designate any other or different authorized representatives for such purpose.

SECTION 6. The Sublease shall constitute a special obligation of the Sublessee. Nothing in the Sublease or any agreements or documents relating thereto shall constitute or be construed or deemed to constitute a debt, bonded indebtedness or a general obligation of the Sublessee. Neither the taxing power nor the full faith and credit of the Sublessee are pledged or shall be pledged for the payment or security of the Sublease, or any other related agreement or document.

SECTION 7. The Legislative Authority acknowledges that the Sublessor has obtained funds for the SoS Financing Program by utilizing a sublease-purchase / certificates of participation arrangement, and that the interest component of the Sublessor's lease payments thereunder is intended to be exempt from federal income taxation under the Internal Revenue Code of 1986, as amended and the regulations prescribed thereunder (the "Code"). The Legislative Authority hereby covenants that it will restrict the use of the State-

TUESDAY, MAY 21, 2019
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

Financed Equipment in such manner and to such extent, if any, as may be necessary after taking into account reasonable expectations at the time the Sublease is entered into, so that the interest portion of such lease payments by the Sublessor will not be subject to federal income taxation under the Code. Any County Signer or any other officer having responsibility with respect to the execution and delivery of the Sublease is authorized and directed to give an appropriate certificate on behalf of the Sublessee on the date of delivery of the Sublease, setting forth the facts, estimates and circumstances and reasonable expectations pertaining to the use of the State-Financed Equipment and other matters under the Code.

SECTION 8. It is hereby determined that the terms of the Sublease and this resolution are in compliance with all legal requirements. If any section, paragraph, clause or provision of this resolution or the Sublease shall for any reason be held invalid or unenforceable, such invalidity or unenforceability shall not affect any remaining provisions of this resolution or the Sublease, respectively. Any provisions of any ordinance or resolution inconsistent with this resolution are hereby repealed, but only to the extent of such inconsistency; this provision shall not be construed as reviving any ordinance or resolution or any part thereof.

SECTION 9. It is found and determined that all formal actions of the Legislative Authority concerning and relating to the adoption of this resolution were adopted in an open meeting of the Legislative Authority, and that all deliberations of the Legislative Authority and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law, including ORC Section 121.22.

SECTION 10. This resolution shall take effect and be in force upon its adoption.

ADOPTED May 21, 2019.

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

Attest: Angela Karr, Clerk

SUBLEASE-PURCHASE AGREEMENT

This Sublease-Purchase Agreement (as the same may be amended and supplemented in accordance with its terms, the "Sublease Agreement") is dated May 21, 2019 and entered into between the Secretary of State of the State of Ohio (the "Sublessor") and the County of [County Name], Ohio (the "Sublessee") under the following circumstances:

A. Pursuant to Amended Substitute Senate Bill 135 of the 132nd Ohio General Assembly (as the same may be amended, modified, revised, supplemented or superseded from time to time, the "Act") and the financing program authorized thereunder (the "SoS Financing Program"), the Sublessor is providing financing to Ohio counties for the acquisition of voting systems, including, but not limited to, voting machines, marking devices, automatic tabulating equipment, and direct record electronic voting machines, as defined in Ohio Revised Code ("ORC") Section 3506.01, together with associated allowable expenditures, as defined in the Act.

B. In accordance with ORC Section 3506.02, it has been determined that the equipment used by the citizens of the Sublessee to vote in federal, state and local elections shall be changed to that equipment described in the Proposal of Election Systems and Software, LLC (the "Vendor") dated May 21, 2019 (the "Proposal").

C. The Proposal requires the Sublessee to acquire certain voting machines and equipment (the "Project Equipment") and pay certain costs related to implementing the Proposal (along with the acquisition of the Project Equipment, the "Project"), and the Sublessee has determined to accept the Proposal and undertake the Project.

D. The Vendor has submitted a draft contract for the implementation of the Proposal to the Sublessee (the "Project Contract"), and the Sublessor has reviewed and approved the Project Contract (as it relates to the SoS Financing Program) and the Project Equipment.

E. The Sublessee has determined to finance a portion of the cost of the Project, including a portion of the Project Equipment described in Exhibit A hereto (the "State-Financed Equipment"), by utilizing the provisions of the SoS Financing Program upon the terms set forth in this Sublease Agreement, and the Sublessor has agreed to make the sum of \$[Amount of State Contribution] (the "State Contribution") available for such purpose.

TUESDAY, MAY 21, 2019
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

F. The Sublessee's Board of County Commissioners (the "Legislative Authority") has authorized this Sublease Agreement by a resolution adopted May 21, 2019 (the "Authorizing Resolution").

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Sublessor and the Sublessee, acting through the Legislative Authority, hereby represent, warrant and covenant as follows:

1. **TERM OF AGREEMENT.** This Sublease Agreement shall be effective as of May 21, 2019 (the "Commencement Date"). The term of this Sublease Agreement for the purposes of payments shall commence as of the Commencement Date, and shall continue until the date the Sublessee receives the notice of the State COPs Termination, as defined in Paragraph 7 hereof (the "Agreement Term").

2. **PROJECT CONTRACT.** The Sublessee shall enter into the Project Contract contemporaneously with the execution and delivery of this Sublease Agreement and perform all of its obligations thereunder in the manner and at the times set forth therein. Promptly upon the execution and delivery of this Sublease Agreement by the Sublessor and the Sublessee, the Sublessee, acting through its Board of Elections, shall diligently and expeditiously proceed to acquire the Project Equipment and implement the Project in accordance with the Project Contract. The State-Financed Equipment shall be located as described in Exhibit A hereto. The Sublessor shall pay, or cause to be paid, the State Contribution, and the Sublessee shall pay all costs of the Project in excess of the State Contribution and for any costs not payable under the SoS Financing Program, in accordance with the Project Contract and the SoS Financing Program, and the Sublessee and the Sublessor shall coordinate their respective payments under the Project Contract with the Vendor so that such payments conform to the requirements of the Project Contract and the SoS Financing Program.

3. **USE OF THE STATE-FINANCED EQUIPMENT.** The Sublessee represents that all of the State-Financed Equipment that it will acquire in accordance with this Sublease Agreement will constitute a "voting system" within the meaning of the Act.

4. **TRANSFER OF TITLE TO THE SUBLESSOR.** Upon the delivery of the State-Financed Equipment to the Sublessee, all of the Sublessee's right, title and interest to and in the State-Financed Equipment shall be immediately transferred to the Sublessor without any further action on the part of the Sublessee. The Sublessee shall deliver to the Sublessor all documents which are or may be necessary to vest all of the Sublessee's right, title and interest in and to the State Financed Equipment in the Sublessor, and will release or cause to be released all liens and encumbrances with respect to the State-Financed Equipment.

5. **LEASE.** The Sublessee hereby leases from the Sublessor, for eventual acquisition and ownership, and the Sublessor hereby leases to the Sublessee, for eventual transfer of ownership to the Sublessee, all the State-Financed Equipment, in accordance with the provisions of this Sublease Agreement, to have and to hold for the Agreement Term.

6. **LEASE PAYMENTS.** Pursuant to the SoS Financing Program, the Sublessee shall not be required to make any scheduled payments towards the purchase of the State-Financed Equipment to the Sublessor or any other entity.

7. **PURCHASE AND CONVEYANCE.** The Sublessee shall not have the option to purchase the State-Financed Equipment prior to the end of the Agreement Term. The Sublessor has obtained funds for the SoS Financing Program by utilizing a lease-purchase / certificates of participation arrangement (the "State COPs Financing"), which by its terms, prevents the Sublessor from conveying title to the State-Financed Equipment to the Sublessee until all of the Sublessor's obligations under the State COPs Financing relating to the State-Finance Equipment have been provided for. Upon such event (the "State COPs Termination"), the Sublessor shall so notify the Sublessee and upon receipt of such notice, (i) the Sublessee shall be deemed to have purchased and acquired all of the State-Financed Equipment, (ii) title to the State-Financed Equipment, and all rights in the State-Financed Equipment granted by the Sublessee to the Sublessor under this Sublease Agreement, shall vest in the Sublessee, without any further action on the part of the Sublessor, and (iii) the Sublessor will deliver to the Sublessee all documents which are or may be necessary to vest all of the Sublessor's right, title and interest in and to the Equipment in the Sublessee, and will release all liens and encumbrances created under this Sublease Agreement with respect to the State-Financed Equipment.

8. **CARE AND USE.** The Sublessee (i) solely at its own cost and expense, shall maintain the Project in good operating order and condition, repair and appearance, and protect the same from deterioration other than normal wear and tear; (ii) solely at its own cost and expense, make all necessary, proper or appropriate repairs, replacements and renewals thereof, ordinary and extraordinary, foreseen and unforeseen, (iii) shall permit the use of the State-Financed Equipment only by the Sublessee's Board of Elections, within its normal capacity, without abuse, and in a manner contemplated by the Vendor; (iv) shall not make modifications, alterations or additions to the State-Financed Equipment (other than normal operating accessories or controls) without the prior written

TUESDAY, MAY 21, 2019
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

consent of the Sublessor, which shall not be unreasonably withheld, (v) comply with all laws, insurance policies and regulations relating to, and obtain and maintain any governmental licenses and permits required for, the use, maintenance, repair and operation of the State-Financed Equipment, (vi) shall not dispose, assign, transfer, pledge or otherwise encumber all or any part of the State-Financed Equipment with any mortgage, security interest, or lien, through the Agreement Term, without the prior written consent of the Sublessor, which consent may be withheld in the absolute discretion of the Sublessor, and (vii) pay all costs, claims, damages, fees and all utilities and other charges arising out of its possession, use, operation, maintenance and use of the Project. All modifications, repairs, alterations, additions, replacements, substitutions, operating accessories and controls shall accrue to the State-Financed Equipment and, unless leased from the Sublessor, become the property of the Sublessee. The Sublessor shall have the right, during normal hours and in compliance with appropriate security protocols employed by the Sublessee's Board of Elections, to enter upon the premises where the State-Financed Equipment is located in order to inspect, observe or otherwise protect the Sublessor's interest, and the Sublessee shall cooperate in affording the Sublessor the opportunity to so inspect. For the purpose of assuring the Sublessor that the State-Financed Equipment will be properly serviced, the Sublessee agrees to cause the State-Financed Equipment to be maintained pursuant to the Vendor's standard preventive maintenance contract and/or recommendations. The Sublessee agrees that the Sublessor shall not be responsible for any loss or damage whatsoever to the State-Financed Equipment, nor shall the Sublessor be responsible for latent defects, wear and tear or gradual deterioration or loss of service or use of the State-Financed Equipment or any part thereof, the Sublessor shall not be liable to the Sublessee or anyone else for any liability, claim, loss, damage or expense of any kind or nature caused directly or indirectly by the inadequacy of the Project or any item supplied by the Vendor or any other party, any interruption of use or loss of service or use of performance of any equipment, any loss of business or other consequence or damage, whether or not resulting from any of the foregoing. The Sublessee shall not do, or permit to be done, any act or thing which might materially impair the value of the State-Financed Equipment, will not commit or permit any material waste thereof, and will not permit any unlawful use to be made thereof. The Sublessee covenants that it will assist the Secretary of State in fulfilling its obligations (other than any payment obligations) under the Master Lease Agreement dated as of November 1, 2018, between the State of Ohio Leasing Corporation, Inc., as lessor, and the Secretary of State, as lessee, for the State COPs Financing as the Secretary of State may reasonably request.

9. **TAXES, PERMITS.** The Sublessee agrees to pay all license, sales, use, personal property, real property or other taxes together with any penalties, fines or interest thereon imposed or levied with respect to the State-Financed Equipment or the ownership, delivery, lease, possession, use, operation, sale or other disposition thereof or upon the rentals or earnings arising therefrom. The Sublessee may in good faith and by appropriate proceedings contest any such taxes so long as such proceedings do not involve any danger of sale, forfeiture or loss of the State-Financed Equipment or any interest therein. Furthermore, the Sublessee shall provide all permits and licenses necessary for the installation, operation and use of the State-Financed Equipment. The Sublessee shall comply with all laws, rules, regulations, ordinances and resolutions applicable to the installation, use, possession and operation of the State-Financed Equipment. If compliance with any law, rule, regulation, resolution, permit or license requires changes or additions to be made to the State-Financed Equipment, the Sublessee shall notify the Sublessor and upon the written consent of the Sublessor, such changes or additions shall be made by the Sublessee at its own expense.

10. **UTILITIES.** The Sublessee shall pay all charges for gas, water, steam, electricity, light, heat or power, telephone or other utility service furnished to or used in connection with the State-Financed Equipment (including charges for installation of such services) during the Agreement Term. There shall be no abatement of any amount owed hereunder on account of the interruption of any such services.

11. **SUBLEESSEE'S RESPONSIBILITIES; RELEASE OF LIABILITY.** Sublessee shall be responsible for any negligent acts and/or negligent omissions committed by itself, its agents, and/or its employees. Sublessee shall be responsible to defend itself, its agents, and/or its employees and shall pay any judgments and costs arising out of such negligent acts and/or negligent omissions, and nothing in this Sublease Agreement shall impute or transfer any such responsibility from Sublessee to the Sublessor.

On and after the date of this Sublease, the Sublessee agrees not to seek any determination of liability against the Sublessor or, any department, agency or official of the State of Ohio in the case of claim or suit arising with respect to the Project including acquisition of property or any future condition, construction, operation, maintenance or use of property or facilities which may be developed in relation to the Project. To the extent permitted by law, the Sublessee forever releases and waives any and all claims it may ever possess or assert against the Sublessor and all employees, agents, officials and contractors and attorneys of same in relation to the Project.

12. **DISCLAIMER OF WARRANTIES: THE SUBLESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN,**

TUESDAY, MAY 21, 2019
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

CONDITION, MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR FITNESS FOR USE OF ANY OF THE STATE-FINANCED EQUIPMENT OR AS TO ITS TITLE THERETO OR ANY OTHER REPRESENTATION OR WARRANTY WITH RESPECT TO THE STATE-FINANCED EQUIPMENT. The Sublessor hereby assigns to the Sublessee for and during the Agreement Term all manufacturer's warranties or guaranties, express or implied, issued on or applicable to the State-Financed Equipment and the Sublessor authorizes the Sublessee to obtain the customary services furnished in connection with such warranties or guaranties at the Sublessee's expense. The Sublessee acknowledges that the State-Financed Equipment has been acquired and installed by the Vendor selected by the Sublessee; that the Sublessor is not a manufacturer, contractor or dealer with respect to the components of the State-Financed Equipment and takes no part in or responsibility for the installation of the State-Financed Equipment, and that the Sublessor has made no representation or warranty and assumes no obligation with respect to the merchantability, condition, quality or fitness of the State-Financed Equipment or the enforcement of the manufacturer's warranties or guaranties.

13. **QUIET ENJOYMENT.** The Sublessor hereby covenants to provide the Sublessee during the Agreement Term with quiet use and enjoyment of the State-Financed Equipment, without suit, trouble or hindrance from the Sublessor except as expressly set forth in this Sublease Agreement. Any assignee of the Sublessor shall not interfere with such quiet use and enjoyment during the Agreement Terms so long as the Sublessee is not in default pursuant to this Sublease Agreement.

14. **INSURANCE.** Commencing the date risk of loss passes to the Sublessee from the Vendor and continuing thereafter until the end of the Agreement Term, the Sublessee, solely at its expense, shall keep the State-Financed Equipment insured against all risks of loss or damage from every cause whatsoever in an amount sufficient to cover the full replacement cost of the State-Financed Equipment set forth on Exhibit A, and shall carry public liability insurance, both personal injury and property damage, covering the State-Financed Equipment and its use. All insurance shall be of a type, form, in amounts and with companies or provided by a self-insurance program established and maintained by the Sublessee as permitted by ORC Section 2744.08 or a joint self-insurance pool established pursuant to ORC Section 2744.081 that Sublessee has entered a written agreement to join and contain terms and conditions satisfactory to the Sublessor. The Sublessee shall also carry worker's compensation insurance covering all its employees working on, in or about the State-Financed Equipment and shall require any other person, corporation, partnership or other entity working on, in or about the State-Financed Equipment to carry such coverage. Certificates of insurance or other evidence satisfactory to the Sublessor, including the original or certified copies of the actual policies showing the existence of insurance in accordance herewith, and payments therefor, shall be delivered to the Sublessor forthwith. All insurance policies shall name the Sublessor as additional insured and shall provide the Sublessor at least thirty (30) days written notice prior to cancellation. In lieu of the foregoing and with the consent of the Sublessor, the Sublessee may self-insure for some or all of the foregoing. Any proceeds of insurance payable as a result of loss of or damage to the State-Financed Equipment shall be applied as provided in Paragraph 15 hereof.

15. **DAMAGE OR DESTRUCTION.** In the event the State-Financed Equipment is totally or partially damaged or destroyed, the Sublessee will promptly replace or repair and restore the State-Financed Equipment to working order for the purpose intended. The Sublessee shall not be entitled to any reimbursement for any such damage or destruction from the Sublessor, nor shall the Sublessee be entitled to any diminution of the amounts payable by it pursuant to this Sublease Agreement; provided, however, that any proceeds of insurance paid to the Sublessor pursuant to Paragraph 14 hereof shall be credited against the Sublessee's payment obligations under this Paragraph.

16. **EVENTS OF DEFAULT AND REMEDIES.** The Sublessee shall be deemed to be in default hereunder upon the happening of any of the following events of default: (a) the Sublessee shall fail to make any payments required to be paid hereunder, (b) the Sublessee shall fail to keep any such other term, covenant or condition contained herein, or (c) if any representation or warranty by the Sublessee herein or in any agreement, document or certificate delivered to the Sublessor in connection herewith which, at any time, proves to be incorrect in any material respect. Upon the occurrence of an event of default as specified above, and the Sublessee shall fail to remedy such event of default with all reasonable dispatch within a period of 10 days for a default under subparagraph (a) hereof and 30 days for all other defaults, then the Sublessor or its assigns shall have the right, at its option without any further demand or notice, to pursue any one or more of the following remedies: (i) re-enter and take possession of the State-Financed Equipment, and sell or lease the State-Financed Equipment or sublease it for the account of the Sublessee, holding the Sublessee liable for all payments due to the effective date of such sale, lease or sublease; (ii) by mandamus or other suit, action or proceeding at law or in equity enforce all the Sublessor's rights hereunder, including the compelling of the performance of all duties of the Sublessee hereunder and the enforcement of the payment of any amounts hereunder then outstanding; and (iii) take any other action at law or in equity may appear necessary or desirable to collect the payments due during the then

TUESDAY, MAY 21, 2019
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

current agreement or to enforce performance and observance of any obligation, agreement or covenant of the Sublessee under this Sublease Agreement.

17. **SURRENDER UPON DEFAULT.** In the event of default as set forth in Paragraph 16 hereof, the Sublessee shall, upon the request of the Sublessor, peaceably surrender possession of the State-Financed Equipment to the Sublessor in the same condition as when delivered to the Sublessee by the Vendor less reasonable wear and tear.

18. **NATURE OF THE OBLIGATIONS OF THE SUBLESSEE.** All of the obligations of the Sublessee set forth and covenants made by the Sublessee under this Sublease Agreement are hereby established as duties specifically enjoined by law and resulting from an office, trust or station upon the Sublessee within the meaning of ORC Section 2731.01 *et seq.* To the extent permitted by law, any payment obligation of the Sublessee under this Sublease Agreement shall be an absolute and unconditional obligation of the Sublessee in all events and will not be subject to any set-off, defense, counterclaim or recoupment for any reason whatsoever. Notwithstanding any dispute between or among the Sublessee, the Sublessor and the Vendor, the Sublessee shall make all payments required of it hereunder when due and shall not withhold any payments or portions thereof pending final resolution of such dispute. The Sublessee hereby covenants that it will not assert any right of set-off or counterclaim against its obligation to make the payments required hereunder and that it will take such action as is necessary under the laws applicable to the Sublessee to budget for, seek appropriation for, and include and maintain funds sufficient and available to discharge its obligations to meet all payments due pursuant to provisions of this Sublease Agreement. Notwithstanding the foregoing and any other provision of this Sublease Agreement, the obligation of the Sublessee to make any expenditure of money hereunder is subject to the lawful appropriation of funds for such purpose by the Legislative Authority, and is not a debt of the Sublessee subject to payment from the general revenues or taxes of the Sublessee or within the meaning of any constitutional or statutory provision. Neither the Sublessor nor any other person shall have any right to have excises or taxes levied by the Legislative Authority for any such expenditure.

19. **ASSIGNABILITY.** The Sublessor may assign its right and interest in and to the State-Financed Equipment without notice to the Sublessee. Such assignee shall have full benefit of all the covenants made by the Sublessee and all rights and remedies of the Sublessor contained herein. The Sublessee shall not have the right to assign its rights, duties and obligations under this Sublease Agreement either in part or in whole without prior written consent to the Sublessor or its assignee.

20. **COVENANTS OF THE SUBLESSEE.** The Sublessee represents, covenants and warrants that it is a county and political subdivision of the State of Ohio and is authorized by the Constitution and laws of the State of Ohio to enter into the transactions contemplated by this Sublease Agreement and to carry out its obligations hereunder. The Sublessee has been duly authorized to execute and deliver this Sublease Agreement and agrees that it will do or cause to be done all things necessary to preserve and keep its existence in full force and effect. The Sublessee further represents, covenants and warrants that all procedures have been met so that this Sublease Agreement is enforceable and the Sublessee has complied with all bidding requirements if required.

21. **NOTICES.** All notices to be given under this Sublease Agreement shall be made in writing and mailed to the other party at its address set forth below or at such address as the party may provide in writing from time to time. Any such notice shall be deemed to have been received ten days subsequent to mailing.

As to the Sublessor:

Ohio Secretary of State
180 E. Broad Street, 16th Floor
Columbus, Ohio 43215
Attention: Voting Equipment
Acquisition Program

As to the Sublessee:

County of Pickaway, Ohio
139 West Franklin Street
Circleville, Ohio 43113
Attention: April Dengler

22. **FURTHER ASSURANCES.** The Sublessee will, upon request of the Sublessor, at the Sublessee's sole cost and expense do and perform any other act and will execute, acknowledge, deliver, file, record and deposit (and will re-file, re-register, re-record, and re-deposit whenever required) any and all further instruments required by law or the Sublessor including, without limitation, financing statements or other documents needed for the protection of the Sublessor's interest.

23. **GOVERNING LAW; COUNTERPARTS.** This Sublease Agreement shall be governed by and in accordance with the laws of the State of Ohio. This Sublease Agreement may be signed in several counterparts, each of which shall be deemed an original and all of which together shall constitute one contract.

TUESDAY, MAY 21, 2019
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

24. **CHOICE OF VENUE.** The Sublessee agrees that, to the extent permitted by law, the state and federal courts located in Columbus, Ohio, or any other court in which the Sublessor initiates proceedings shall have exclusive jurisdiction over all matters arising out of this Sublease Agreement and that service of process in any such proceeding shall be effective if mailed to the Sublessee at its address set forth in Paragraph 21 hereof.

25. **ENTIRE AGREEMENT.** This Sublease Agreement correctly sets forth the entire agreement between the Sublessor and the Sublessee and no amendments or modifications of this Sublease Agreement shall be effective unless in writing and signed by both parties.

26. **THE SUBLESSEE'S RESPONSIBILITIES.** Nothing in this Sublease Agreement shall impute or transfer any responsibility from Sublessee to Sublessor.

27. **FEDERAL INCOME TAX MATTERS.** The Sublessee acknowledges that the Sublessor has obtained funds for the SoS Financing Program by utilizing the State COPs financing, and that the interest component of the Sublessor's lease payments thereunder is intended to be exempt from federal income taxation under the Internal Revenue Code of 1986, as amended and the regulations prescribed thereunder (the "Code"). The Sublessor hereby covenants that it will restrict the use of the State-Financed Equipment in such manner and to such extent, if any, as may be necessary after taking into account reasonable expectations at the time the Sublease is entered into, so that the interest portion of such lease payments by the Sublessor will not be subject to federal income taxation under the Code. To the extent permitted by law, the Sublessor shall be liable for any payments to the Internal Revenue Service or the U.S. Treasury as penalties or to preserve the tax-exempt status of the State COPs Financing, and any other costs, resulting in whole or in part from actions taken by the Sublessee, including the failure of the Sublessee to comply with federal income tax laws applicable to such obligation.

28. **MAINTENANCE OF RECORDS.** The Sublessee will keep and make all reports and records associated with the State-Financed Equipment available to the Auditor of the State of Ohio (the "State Auditor"), or the State Auditor's designee, or the Sublessee, for a period of not less than thirteen (13) years after the date of this Agreement. This data shall include a description of the State-Financed Equipment, a detailed overview of the scope of work, and disbursement detail (including amount, date, nature/object of expenditure), and Vendor information. The Sublessee acknowledges that the State Auditor and other departments, agencies and officials of the State of Ohio may audit the Project at any time, including before, during and after completion. To the extent permitted by law, the Sublessee agrees that any costs of any audit by the State Auditor or any other department, agency or official of the State of Ohio will be borne exclusively by and paid solely by the Sublessee. The Sublessee will be solely responsible for all costs associated with any such audit.

29. **MISCELLANEOUS.** The waiver by the Sublessor of the Sublessee's breach of any term, covenant or condition hereof shall not be a waiver of any subsequent breach of the same or any other term, covenant or condition. Any provision of this Sublease Agreement found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of this Sublease Agreement, and any provision of this Sublease Agreement found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of this Sublease Agreement.

In the Matter of
Juvenile Court Grant Agreement
And Funding Application:

Following the review of the Ohio Department of Youth Services Juvenile Court Grant Agreement and Funding Application, Commissioner Brian Stewart offered the motion, seconded by Commissioner Jay Wippel to authorize Commissioner Wippel to execute the Juvenile Court Agreement and Funding Application.

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

Attest: Angela Karr, Clerk

TUESDAY, MAY 21, 2019
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

**In the Matter of
County Administrator Report:**

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

- Mrs. Dengler requested for a hedge to be removed at the Service Center. The bush blocks a driver's view when leaving the facility. Mrs. Dengler will contact Maintenance to remove.
- The Health Department is open to housing PAAC. They may also be able to provide a part-time employee that will job share with the Health Department. There is logistics to work out and discussions to be had.
- Veterans Services still has interest in moving to the Service Center. Soil and Water will be discussing new office space with NRCS Board about moving to another location in the Service Center.

**In the Matter of
Notice of Award for
Memorial Hall Window Project:**

WDC Group submitted their Notice of Award from the April 2, 2019 BID opening for the Memorial Hall Window Project. Commissioner Brian Stewart offered the motion, seconded by Commissioner Jay Wippel, to approve the recommendation of WDC Group to award the Memorial Hall Window Project to Foremost Management, Inc.

West Elevation – Combination Bid Package #4A	
Masonry Restoration and #8A – Window Replacement	\$235,734.00
(Including Allowance #1 – Labor ours \$3,100.00)	
(Including Allowance #2 – Dumpsters \$3,300.00)	
Total Contract Amount:	\$235,734.00

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

Attest: Angela Karr, Clerk

**In the Matter of
Memorial Hall Window Project Contract:**

Commissioner Brian Stewart offered the motion, seconded by Commissioner Jay Wippel, to approve the Standard Short Form of Agreement Between Owner and Contractor, Foremost Mgmt, Inc., for the Memorial Hall Window Project.

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

Attest: Angela Karr, Clerk

**In the Matter of the
Change Order/ Cost Estimate No. 26 signed for the
Pickaway Agricultural and Event Center:**

Commissioner Jay Wippel offered the motion, seconded by Commissioner Brian Stewart, to approve the following Change Order No. 26 for T&M pricing of soils undercut at the midway drive isles per the requirement from Terracon report at the Pickaway Agricultural and Event Center Fairgrounds Revitalization Project. Proposed cost for work \$28,898.00.

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

Attest: Angela Karr, Clerk

TUESDAY, MAY 21, 2019
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

**In the Matter of the
Change Order/ Cost Estimate No. 29 signed for the
Pickaway Agricultural and Event Center:**

Commissioner Jay Wippel offered the motion, seconded by Commissioner Brian Stewart, to approve the following Change Order No. 29 for credit for savings on final signage design at the Pickaway Agricultural and Event Center Fairgrounds Revitalization Project. Proposed credit for work \$17,968.00.

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

Attest: Angela Karr, Clerk

**In the Matter of the
Change Order/ Cost Estimate No. 41 signed for the
Pickaway Agricultural and Event Center:**

Commissioner Jay Wippel offered the motion, seconded by Commissioner Brian Stewart, to approve the following Change Order No. 41 to remove required 4'-5' of soil as required for lime stabilization. Top with 3' of #304 limestone after lime stabilization at the Pickaway Agricultural and Event Center Fairgrounds Revitalization Project. Proposed cost for work \$39,597.00.

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

Attest: Angela Karr, Clerk

**In the Matter of the
Change Order/ Cost Estimate No. 43 signed for the
Pickaway Agricultural and Event Center:**

Commissioner Jay Wippel offered the motion, seconded by Commissioner Brian Stewart, to approve the following Change Order No. 43 to paint the exposed (4) columns and (4) beams of the Amphitheater structure at the Pickaway Agricultural and Event Center Fairgrounds Revitalization Project. Proposed cost for work \$2,325.00.

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

Attest: Angela Karr, Clerk

**In the Matter of
PY 2019 Community Development Block Grant
First Public Hearing:**

John Cleek, CDC of Ohio Inc. opened the first public hearing for the PY2019 CDBG Programs. Mr. Cleek went on to describe the different programs that CDBG has to offer, such as, Community Housing Impact and Preservation Program (CHIP), Community Development, Economic Development and Public Infrastructure Program. Commissioner Stewart expressed that he was glad to have Mr. Cleek on board and Pickaway County is eager to see what the County will be eligible for next year. Mr. Cleek addressed that he had to take a different approach in the resubmission for the Turner Driver project in the City of Circleville. The State is on board if the City will match the cost for the waterline replacement and suggested to re-apply again next year.

For the neighborhood revitalization program, they suggested a match program, or a clean up project, and suggest that the county put a portion of the allocation funds toward the village projects. Commissioner Stewart requested that notice for the second public hearing be sent to all villages and townships to market the programs and get the villages to engage in the programs. Mr. Cleek will also work block groups with 51% low to moderate income to present at the next public hearing.

TUESDAY, MAY 21, 2019
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

June Krysty asked Mr. Cleek, as the Administrator, if they write the grant, and Mr. Cleek explained that they do prepare the grant, the application, handle pay compliance and compile the information to be submitted to OCEAN. The Critical Infrastructure grant is due June 14th and the second public hearing will need to be held June 4th for the Turner Drive project. It is an Open apply grant, first round is due June 14th, with second round in fall of 2019. Commissioner Stewart has a long list of projects from the past that were rejected that he would like to reevaluate for submission.

**In the Matter of
Transportation Infrastructure District:**

Ryan Scribner, Pickaway Progress Partners, and Sterlin Mullins, County Engineer met with the Commissioners to discuss a Transportation Infrastructure District (TID) and the process of setting up a district and getting guidance. A TID can provide a setting and aboard for planning and a complete basis for funding and tools. Mr. Mullins feels it would push some of our state route improvements and growth in the Northern District. A created Board would make decisions that are best for the district and to pass onto the Commissioners for the final decision. Mr. Scribner will reach out to gather additional information regarding TID's before taking the next step. Commissioner Stewart asked if there is no reason to focus on the Northern District to bring in more funding for the growth that is currently taking place in the district, with more to come. Commissioner Stewart requested that Mr. Scribner gather a list of current TIDs. Mr. Scribner and Mr. Mullins thanked the Commissioners for their time and will follow-up at a later date.

**In the Matter of
Executive Session:**

At 11:27 a.m., Commissioner Jay Wippel offered the motion, seconded by Commissioner Brian Stewart, 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 Ryan Scriber, P3, Angela Karr, Clerk, and April Dengler, Deputy County Administrator in attendance.

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

Attest: Angela Karr, Clerk

At 11:36 a.m., the Commissioners exited Executive Session and Commissioner Jay Wippel offered the motion, seconded by Commissioner Brian Stewart, to resume Regular Session.

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

Attest: Angela Karr, Clerk

No action taken.

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

The weekly report for the Wright Poling/Pickaway County Dog Shelter was filed for week ending May 18, 2019.

A total of \$737.00 was reported being collected as follows: \$200 in adoptions; \$12 in boarding revenue; \$150 in dog licenses; \$75 in dog license late penalty; \$80 in owner turn-ins; \$170 in private donations; and \$50 in redemptions.

Seven (7) stray dogs were processed in; four (4) dogs were adopted.

TUESDAY, MAY 21, 2019
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

With there being no further business brought before the Board, Commissioner Wippel offered the motion, seconded by Commissioner Henson, to adjourn. Voting on the motion was as follows: Commissioner Stewart, yes; Commissioner Wippel, yes; Commissioner Henson, absent. Voting No: None. Motion carried.

Jay H. Wippel, President

Harold R. Henson, Vice President {absent}

Brian S. Stewart, Commissioner
BOARD OF COUNTY COMMISSIONERS
PICKAWAY COUNTY, OHIO

Attest: Angela Karr, Clerk