

TUESDAY, MARCH 2, 2021
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 2, 2021, 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 Jay Wippel offered the motion, seconded by Commissioner Gary Scherer, to approve the minutes from February 23, 2021, 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
Report Provided by Sheriff Hafey:**

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

- Sheriff Hafey discussed improvements that they are looking into making to the holding cells. There is a need for a net of some sort to be placed on the top of the cells.
- Sheriff Hafey addressed that there are three firearms that will be retired out to their officers and inquired replacement of the firearms.

**In the Matter of
Report Provided by Marc Rogols:**

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

- There were no BWC claims filed for the week and thirteen unemployment claims filed this week. The unemployment claims were all fraudulent claims (Juvenile Court, Prosecutor's Office, JFS, PCSO, Clerk of Courts and Board of Elections). That is a total of eighteen cases in the past two weeks.
- There are no current postings on Govedeals.com.
- Mr. Rogols continues to work with the new Dog Warden Gary Cameron, the new Chief Warden. Mr. Rogols continues to be impressed with Mr. Cameron's operations. A new works schedule is in place to minimize overtime. Volunteer issues- presented correspondence.
- Mr. Rogols attended a Health and Safety meeting last Thursday, February 25th. Restarted and reorganized begin and preparation for upcoming events and contest.
- Surveillance Cameras: The Board of Elections project and PCSO/Jail project started Monday, March 1st. Mr. Rogols is monitoring issues at PCSO corrected. All cameras being migrated to dispatch monitoring station. All equipment has been ordered for the Fairgrounds gates. Final walk-thru with contractors completed.
- There is a full-time and part-time Custodial position posted on the county website/ Still no applications received. There are five new hire packets out (3- PCSO and 2- Health Department).
- There was damage caused to the gutters at the Fairgrounds on the Grandstands, barn A and barn 7. The damage was caused by the snow and ice received over the last week. Hummel and Plum were notified and obtaining an estimate for repairs from Gough Roofing, Durable Slate and Pine Valley. Estimates should be ready to present next week.

**In the Matter of
Building Department Monthly Report:**

The monthly report for the Pickaway County Building Department was filed for the month ending February 2021.

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A total of \$20,398.54 was reported being collected as follows:

Permits		
Registration	38	\$2,850.00
Commercial	19	\$3,185.02
Residential	59	\$14,363.52
Total Inspections Performed		
Residential	232	
Commercial	60	
City Enforcement	1	
Total Inspections	293	
Residential Plan Review	45	

New Home Permits by Jurisdiction:	
Circleville Twp.	1
Commercial Point	12
Jackson Twp.	1
Perry Twp.	1
Walnut Twp.	3
Washington Twp.	1
Wayne Twp.	1
Total New Homes	20

**In the Matter of
Bills Approved for Payment:**

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

BE IT RESOLVED, that the bills have been found to be properly filed and their respective vouchers shall be cross-referenced to the approving pages dated March 3, 2021, 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 **\$95,952.88** on the County Treasurer to satisfy the same.

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

Attest: Angela Karr, Clerk

**In the Matter of
Amended Certificate Approved:**

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

Resolution No.: PC-03021-15

WHEREAS, the Pickaway County Budget Commission approved an AMENDED CERTIFICATE in the amount of \$379,000.00 to amend the budget for County Sales Tax Fund #401 for payments to be made,

THEREFORE BE IT RESOLVED, that the Pickaway County Board of Commissioners hereby appropriated the following sum for expenditure for period ending December 31, 2021:

COUNTY SALES TAX – 401.0000.4121
\$379,000.00

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

Attest: Angela Karr, Clerk

**In the Matter of
Appropriation of Expense Line Item Approved:**

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

\$379,000.00 – 401.7115.5529 – Planned Capital – Commissioners

\$1,500.00 – 101.1105.5703 – Contingencies – Commissioners

\$7.60 – 101.1105.5703 – Contingencies – Auditor

\$60,472.48 – 319.6144.5401 – Rhoads Drainage Improvement – Commissioners

\$331,800.00 – 202.3010.5506 – MVPT Contract Projects – Engineer

\$137,000.00 – 202.3011.5401 – MVPT Contract Services - Engineer

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

Attest: Angela Karr, Clerk

**In the Matter of
Transfer and Reappropriations Approved:**

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

\$7.60 – 101.1105.5703 – Contingencies – Auditor

TO

101.6906.5901 – Contingencies – Auditor

\$1,500.00 – 101.1105.5703 – Contingencies – Commissioners

TO

101.1108.5501 – Building Department Equipment - Commissioners

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

Attest: Angela Karr, Clerk

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

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

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**\$39,339.40 – 101.1105.5720 – Fairgrounds Debt Transfer Out – Commissioners
TO
325.0000.4901 – Transfer In Debt Fund - Commissioners**

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

Attest: Angela Karr, Clerk

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

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

\$5,000.00 – 101.1145.5901 – Other Expenses – Recorder’s Office

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 Darrin Flick:**

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

- Last week EOC monitoring of COVID situation and normal operations. State EOC COVID Directors Call Tuesday and Thursday. Mr. Flick is still monitoring civil unrest throughout the state and coordinating information with law enforcement and other first responders throughout the county. Mr. Flick attended the Public Health Operational Readiness Review, MegaPOD discussion with Central Ohio Region and Monthly Amateur Radio Emergency Service (ARES) meeting February 22nd, Southeast Sector Quarterly EMA Meeting February 23rd, Communications Discussion with Engineer February 25th and Continuing Countywide Vaccinations – Phase 1b: February 23rd-25th.
- This week the EOC will be monitoring the COVID situation and normal operations. State EOC COVID Directors Call Tuesday/ Thursday. Mr. Flick will be monitoring civil unrest throughout state. Coordinating information with Law Enforcement and other first responders throughout the county. Ops update with Public Health on Wednesday. Mr. Flick will be attending Superintendent Meeting to discuss 2nd COVID Vaccination March 1st, Box 65 monthly meeting March 2nd, CPR/AED Training March 4th, Shipping Container Disaster Utilization Meeting and County Radiation Detection Training March 4th and Continuing Countywide Vaccinations – Phase 1a/b/c: March 2nd-5th.
- Next Week the EOC will be monitoring COVID situation and back to normal operations. State EOC COVID Directors Call Tuesday/ Thursday. Mr. Flick will be monitoring civil unrest throughout state. Coordinating information with Law Enforcement and other first responders throughout the county. UAS Team Planning and Operations Training Wednesdays and Decon Trailer Support to Ohio Health Berger: Sept 2020-Sept 2021. Wednesday Ops Update with Public Health. Mr. Flick will be attending GIS/Pictometry Discussion with Auditor’s Office March 8th and Continuing Countywide Vaccinations – Phase 1a/b/c: March 8th-12th.

**In the Matter of
Community Reinvestment Area Agreement
With American Wood Fibers:**

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

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Resolution No.: PC-03021-16

COMMUNITY REINVESTMENT AREA AGREEMENT

Effective this 2nd day of March, 2021, this **COMMUNITY REINVESTMENT AREA AGREEMENT** (this "Agreement") made and entered into by and between the **COUNTY OF PICKAWAY, OHIO** (the "County"), a county and political subdivision of the State of Ohio (the "State"), through the Pickaway County Board of Commissioners (the "Commissioners"), and **AMERICAN WOOD FIBERS, INC.**, doing business as American Wood Fibers, Inc., a Wisconsin corporation for-profit with its principal office located at 9740 Patuxent Woods Drive, Columbia, MD 21046 ("AWF").

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 land it designated the "Southern Pickaway County Community Reinvestment Area" (the "Southern Pickaway CRA") by a resolution adopted October 1, 2019 and affirmed on July 21, 2020, pursuant to Section 3735.66 of the Ohio Revised Code; and

WHEREAS, AWF owns property located within the Southern Pickaway CRA, depicted on **Exhibit A-1** attached hereto (the "Project Site"), on which AWF intends to construct a new raw material silo storage system for sawdust and wood fiber, consisting of four silos totaling 8,600 square feet in area and 606,400 cubic feet of storage, 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, the Director of Development of the State of Ohio has determined that the Southern Pickaway CRA as designated contains the characteristics set forth in Section 3735.66 of the Ohio Revised Code and confirmed that area as a "Community Reinvestment Area" pursuant to Section 3735.66 of the Ohio Revised Code, and the County, having the appropriate authority for the Project, is desirous of providing incentives available for the development of the Project in the Southern Pickaway CRA; and

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

WHEREAS, AWF has remitted with the Application the required State of Ohio application fee of \$750.00, made payable to the Ohio Development Services Agency, to be forwarded with this Agreement; and

WHEREAS, pursuant to R.C. Section 3735.67(A) and in conformance with the format required under R.C. Section 3735.671(B), the County and AWF desire to formalize their agreement with respect to matters hereinafter contained; and

WHEREAS, the Housing Officer under Section 3735.65 of the Ohio Revised Code has reviewed the Agreement Application and has recommended the same to the Board of Commissioners of the County on the basis that AWF 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 Pickaway-Ross Career & Technology Center District (the "JVSD") and in the Logan Elm Local School District (the "School District"); and

WHEREAS, the County has timely provided proper notice of its intention to enter into this Agreement to the JVSD and the Board of Education of the School District pursuant to Sections 3735.671 and 5709.83 of the Revised Code; and

WHEREAS, pursuant to R.C. Section 3735.671(A)(2)(a), the approval of this Agreement by the Board of Education of the School District is not required because, for each tax year the property is subject to partial tax exemption, the amount of taxes charged and payable on any portion of the assessed valuation of the new structure or of the increased assessed valuation of an existing structure after remodeling began shall equal or

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exceed fifty percent (50%) of the amount of taxes, that would have been charged and payable for each tax year upon the real property had the property not been exempted from taxation; and

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:

1. Project. The cost of the investments to be made in connection with the Project by AWF is estimated to be approximately one million, eight hundred thousand dollars (\$1,800,000.00) for construction of new Buildings (exclusive of any amounts for acquisition of furniture and fixtures) to contain, cumulatively, approximately 8,600 square feet of finished space. AWF also estimates it will invest approximately two million, nine hundred thousand dollars (\$2,900,000.00) in machinery and equipment for the Project, and five hundred thousand dollars (\$500,000.00) in improvements to existing buildings, for a total new project investment of five million, two hundred thousand dollars (\$5,200,000.00). The value of machinery, equipment, furniture, or fixtures used by AWF at another location in Ohio to be relocated from that location to the Project Site is \$0. The estimates provided in this Section are good faith estimates provided pursuant to R.C. Section 3735.671(B). The parties recognize that the costs associated with the Project may increase or decrease significantly. The parties also recognize that costs do not necessarily equal otherwise taxable value.

2. Values of Personal Property. The value for Ohio personal property tax purposes of the non-inventory personal property of AWF that is located at another location in Ohio prior to the execution of this Agreement and that is to be relocated from that location to the Project Site is \$0. The value for Ohio personal property tax purposes of the non-inventory personal property of AWF located at the Project Site prior to the execution of this Agreement is \$0. The average value for Ohio personal property tax purposes of the inventory of AWF held at another location in Ohio prior to the execution of this Agreement and to be relocated from that location to the Project Site is \$0. The average value for Ohio personal property tax purposes of the inventory of AWF at the Project Site prior to the execution of this Agreement is \$3,256,000.00.

3. Project Schedule. The scheduled estimated starting month for the Project investments to be made in building, furniture, and fixtures is approximately February 2021; and the scheduled estimated completion month for such investments is no later than approximately December, 2021. The estimates provided in this Section are good faith estimates provided pursuant to R.C. Section 3735.671(B) and shall not be construed in a manner that would limit the amount or term of the tax exemptions provided in this Agreement, other than as those tax exemptions are limited in Sections 6 of this Agreement.

4. Employee Positions. AWF estimates that there will be created at the Project Site approximately ten (10) full-time permanent employee positions with an aggregate annual payroll of approximately five hundred seventeen thousand, one hundred six dollars (\$517,106.00) upon full build-out of the Project and zero (0) part-time or temporary positions. Hiring of such employees is estimated to commence in 2022 and to be completed in 2023. Currently, AWF has thirty-eight (38) full-time, permanent employees at the Project Site. AWF has forty (40) full-time employees in Ohio, and zero (0) part-time or temporary positions in Ohio (see Exhibit B-1, attached hereto). The estimates provided in this Section 4 are good faith estimates provided pursuant to R.C. Section 3735.671(B).

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

6. Real Property Tax Exemption. The County hereby grants a ten (10) year, fifty percent (50%) real property tax exemption pursuant to R.C. Section 3735.67 for the assessed value of new structures at the Project Site. For each separately identifiable real property improvement, the exemption commences the first year such real property improvement would first be taxable were that property not hereby exempted from taxation. No exemption shall commence after tax year 2022 (*i.e.*, tax lien date January 1, 2022) nor extend beyond tax year 2031 (*i.e.*, tax lien date January 1, 2031).

7. Application for Exemption. AWF acknowledges that the tax exemption with respect to each real property improvement is subject to the filing of a real property tax exemption application with the Housing Officer designated by the County for the CRA, following the completion of construction of that real property improvement. The County agrees that upon receipt of the real property tax exemption application, the Housing Officer shall certify the tax exemption to the applicable county auditor.

8. Payment of Non-Exempt Taxes. AWF and any assignee or successor of AWF (hereinafter,

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“Successor(s)”) shall pay such taxes and real property taxes as are not exempted under this Agreement or otherwise exempted and are charged against property at the Project Site and shall file all tax reports and returns as required by law in connection therewith. If AWF or any Successor(s) fails to pay such taxes or file such returns and reports, and such failure is not corrected within thirty (30) days of written notice thereof, all exemptions from taxation granted under this Agreement with respect to property of AWF or Successor(s) are rescinded beginning with the year for which such unpaid taxes are charged or such unfiled reports or returns are required to be filed and thereafter. For purposes of this Section 8, “taxes” means all real property taxes, service payments in lieu of taxes, general and special assessments, and any other governmental charges validly levied or assessed against any parcel.

9. Cooperation of the County. The County shall perform such acts as are reasonably necessary or appropriate to approve, effect, claim, reserve, preserve and maintain the exemptions from taxation granted under this Agreement including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with such exemptions. The County shall give its fullest cooperation in the development of the Project, including, but not limited to: (i) the timely review, processing and approval of all building, zoning or other permits, and (ii) all other activities related to the Project.

10. Revocation of CRA. If for any reason the County revokes or purports to revoke the designation of the CRA, entitlements granted under this Agreement shall continue for the number of years specified in this Agreement, unless AWF or a Successor materially fails to fulfill its obligations under this Agreement and such failure is not corrected within thirty (30) days of written notice thereof to AWF or such Successor, and consequently, the County terminates or modifies the exemptions from taxation granted in this Agreement with respect to property of AWF or such Successor 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 in this Agreement with respect to property of Successors other than such defaulting Successor(s), or property of AWF if AWF is in default. Except for any amendment, revocation, modification, suspension or termination otherwise permitted under this Agreement, the County agrees that it will not amend or revoke the CRA designation as to the Project Site, or modify the incentives available under that designation for the Project Site, prior to January 1, 2031.

11. Certification as to No Delinquent Taxes. AWF hereby certifies for itself that at the time this Agreement is executed, (i) it does not owe any delinquent real or tangible personal property taxes to any taxing authority of the State and does not owe delinquent taxes for which it is liable under Chapter 5733, 5735, 5739, 5741, 5743, 5747, or 5753 of the Revised Code, or, if such delinquent taxes are owed, it is currently paying the delinquent taxes pursuant to an undertaking enforceable by the State or an agent or instrumentality thereof, (ii) it has not filed a petition in bankruptcy under 11 U.S.C.A. § 101, *et seq.*, and (iii) no such petition has been filed against it. For the purposes of this certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Ohio Revised Code governing payment of those taxes. Each Successor shall make the same certification as that made by AWF in this Section 11 in any Assignment and Assumption Agreement.

12. Termination, Suspension or Modification Upon Default. If AWF or a Successor materially fails to fulfill its obligations under this Agreement and such failure is not corrected within thirty (30) days of written notice thereof to AWF or such Successor (provided, however, that such opportunity to cure such default shall not, under any circumstance, and notwithstanding anything to the contrary in this agreement, toll or otherwise suspend any obligation of AWF or Successor(s) to pay any non-exempt taxes, real property taxes, or municipal income taxes), or if the County determines that the certification as to delinquent taxes required by this Agreement is fraudulent, the County may terminate, suspend or modify the exemptions from taxation granted under this Agreement with respect to property of AWF or the Successor which is in such default or which has made such fraudulent certification, from the date of the material failure. Any such termination, suspension or modification, as provided in this Section, shall have no effect on exemptions from taxation granted under this Agreement with respect to property other than such defaulting Successor(s), or AWF if AWF is not in default.

13. Approval by the County. AWF and the County acknowledge that this Agreement must be approved by formal actions of the legislative authority of the County as a condition for this Agreement to take effect. This Agreement takes effect upon such approval. Because this Agreement was approved by Resolution No. PC-030221-16 of the Commissioners on March 2, 2021, this Agreement shall be effective immediately upon its execution.

14. Non-Discrimination. By executing this Agreement, AWF commits to following non-discriminatory hiring practices, acknowledging that no individual may be denied employment or housing solely on the basis of race, religion, sex, sexual orientation, disability, color, national origin, ancestry, or

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familial status.

15. Revocation of Exemptions. AWF represents that it is not ineligible to enter this Agreement under division (E) of Section 3735.671 of the Ohio Revised Code. Exemptions from taxation granted under this Agreement shall be revoked with respect to AWF or to a Successor if it is determined that such violating Successor, or any related member of such violating Successor (as those terms are defined in division (E) of Section 3735.671 of the Ohio Revised Code) has violated the prohibition against entering into the Agreement under Division (E) of Section 3735.671 or Section 5709.62 or 5709.63 of the Ohio Revised Code prior to the time prescribed by that division or either of those sections. Any such revocation, as provided in this Section, shall have no effect on exemptions from taxation granted under this Agreement with respect to property of Successor(s) other than such violating Successor(s), or of AWF if AWF is not in default.

16. Transfer and/or Assignment; Release from Liability. Except as provided below, this Agreement and the benefits and obligations thereof are not transferable or assignable without the express, written approval of the County, which approval shall not be unreasonably withheld or delayed. The County hereby approves the transfer and/or assignment of this Agreement and the benefits and obligations hereof to any entity affiliated with AWF (including but not limited to subsidiaries, affiliates, joint ventures and/or other arrangements used by AWF to carry out the terms of this Agreement) (an "Affiliate Transferee").

The County shall retain the right to consider the approval of the transfer and/or assignment of this Agreement and the benefits and obligations hereof, which approval shall not be unreasonably withheld or delayed, to any person or entity other than the AWF or an Affiliate Transferee, which is a transferee by lease, sale and/or other means of transfer of all or any part of a Building or the Project Site (a "Third-Party Transferee") (such transferred property may be referred to hereinafter as the "Transferred Property"). As a condition to the right to receive tax exemptions as set forth in this Agreement, each Affiliate Transferee or Third-Party Transferee shall execute and deliver to the County a Partial Assignment and Assumption Agreement in substantially the form attached hereto as **Exhibit C**, wherein such Affiliate Transferee or Third-Party Transferee (i) assumes all obligations of AWF under this Agreement with respect to the Transferred Property, and (ii) certifies to the validity, as to the Affiliate Transferee or Third-Party Transferee, of the representations, warranties and covenants contained herein and in the Assignment and Assumption Agreement. Upon the receipt by the County of such Assignment and Assumption Agreement, as to the Transferred Property the Affiliate Transferee or Third-Party Transferee shall have all entitlements and rights to tax exemptions and obligations as a Successor under this Agreement, in the same manner and with like effect as if the Affiliate Transferee or Third-Party Transferee had been AWF and a signatory to this Agreement. Upon granting its approval, the County agrees to execute each such Assignment and Assumption Agreement and to deliver an original thereof to the Affiliate Transferee or Third-Party Transferee.

17. Counterparts. This Agreement may be signed in one or more counterparts or duplicate signature pages with the same force and effect as if all required signatures were contained in a single original instrument. Any one or more of such counterparts or duplicate signature pages may be removed from any one or more original copies of this Agreement and annexed to other counterparts or duplicate signature pages to form a completely executed original instrument.

18. Severability; Construction; Headings. If any provision of this Agreement or the application of any such provision to any such person or any circumstance shall be determined to be invalid or unenforceable, then such determination shall not affect any other provision of this Agreement or the application of such provision to any other person or circumstance, all of which other provisions shall remain in full force and effect. If any provision of this Agreement is capable of two constructions one of which would render the provision valid, then such provision shall have the meaning which renders it valid. The captions and headings in this Agreement are for convenience only and in no way define, limit, prescribe or modify the meaning, scope or intent of any provisions hereof.

19. Validity. AWF, on behalf of its assignees and successors, covenants and agrees that it is prohibited from challenging the validity of this Agreement or the CRA. In that regard, AWF waives any defects in any proceedings related to the CRA or this Agreement. If the validity of the CRA or this Agreement is challenged by any entity or individual, whether private or public, AWF shall advocate diligently and in good faith in support of the validity of the CRA and this Agreement.

20. Modifications. If, notwithstanding Section 16 of this Agreement, it becomes necessary to modify the terms of this Agreement to reflect the exact legal and financing structure used by AWF in developing, equipping and operating the Project, AWF shall request an amendment to this Agreement.

21. Notices. Any notices, statements, acknowledgements, consents, approvals, certificates or requests

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required to be given on behalf of any party to this Agreement shall be made in writing addressed as follows and sent by (i) registered or certified mail, return receipt requested, and shall be deemed delivered when the return receipt is signed, refused or unclaimed, (ii) by nationally recognized overnight delivery courier service and shall be deemed delivered the next business day after acceptance by the courier service with instructions for next-business-day delivery, or (iii) by facsimile transmission and shall be deemed delivered upon receipt of confirmation of transmission:

If to the County, to:

Tim McGinnis
Planning & Development Director
139 West Franklin Street
Circleville, Ohio 43113

With a copy to:

Thaddeus M. Boggs, c/o
Frost Brown Todd LLC
10 West Broad Street, Suite 2300
Columbus, Ohio 43215

If to AWF, to:

With a copy to:

Angela Karr
Pickaway County Board of Commissioners Clerk
139 West Franklin Street
Circleville, Ohio 43113

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

22. R.C. Section 9.66 Covenants. AWF affirmatively covenants that it has made no false statements to the State or any local political subdivision in the process of obtaining approval of the CRA tax exemptions; and that it does not owe: (i) any delinquent taxes to the State or a political subdivision of the State; (ii) any moneys to the State or a State agency for the administration or enforcement of any environmental laws of the State; and (3) any other moneys to the State, a State agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not. If any representative of AWF has knowingly made a false statement to the State or any local political subdivision to obtain the CRA tax exemptions, AWF shall be required to immediately return all benefits received by it under this Agreement pursuant to R.C. Section 9.66(C)(2) and AWF shall be ineligible for any future economic development assistance from the State, any State agency or a political subdivision pursuant to R.C. Section 9.66(C)(1). 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 R.C. Section 2921.13(D)(1), which is punishable by a fine of not more than \$1,000 and/or a term of imprisonment of not more than six (6) months.

23. Annual Fees. For each tax year for which an exemption is provided pursuant to this Agreement, AWF and any Successor(s) shall pay to the Logan Elm Local School District 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 2022, the payment will be due by March 1, 2023). Additionally, for each tax year for which an exemption is provided pursuant to this Agreement, each Owner shall pay to the Pickaway Progress Partnership, or another economic development agency as designated by the Pickaway County Board of Commissioners, 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 2022, the payment will be due by March 1, 2023).

24. Entire Agreement. This Agreement and the Resolution constitute the entire agreement between

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AWF and the County pertaining to the subject matter contained herein and therein and supersede all other prior or contemporaneous agreements or understandings between the AWF and the County in connection with such subject matter.

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
Expedited Type II Annexation Petition Filed for the
Annexation of 76.642 +/- Acres of Harrison Township
Into the Village of Ashville:

As the first official act related to an Expedited Type II Annexation petition filed for the annexation 76.642 +/- acres of Harrison Township into the Village of Ashville, the commissioners' clerk informed them that the petition was filed on Thursday, January 21, 2021, and is hereby entered upon the Pickaway County Commissioners' Journal #66, pages dated January 26, 2021. Petitioners, Jeffrey J. Runkle, Victor W. Runkle and Trudy Ann Craig. Agent for the petitioners is Molly R. Gwin, Isaac Wiles. In the initial review of the annexation petition, all necessary documents appear to have been to be submitted with the annexation petition, with the exception of the ordinance or resolution from the Village of Ashville that it will provide the necessary services. Per ORC §709.023 (C), this must be received within 20 days after the filing of the petition. Per §709.023 (D), the Harrison Township Trustees are to file an ordinance or resolution consenting or objecting to the annexation within 25 days. If no ordinance or resolution is submitted within 25 days, it is presumed to be consent.

Commissioner Wippel opened the Type II Annexation hearing. Madeline Shanahan, from Issac Wiles, explained that the lands is 225 lots all single family residential, have not heard much from individuals. Commissioner Wippel asked Franklin Christman, Village of Ashville Administrator, if Ashville could handle 225 additional homes and Mr. Christman explained that it can due to they have a new Wastewater treatment facility. He has not heard any positive or negative comments regarding the project.

During business conducted while in session, the commissioners held a meeting and reviewed the Expedited Type II Annexation petition filed for the annexation 76.642 +/- acres of Harrison Township into the Village of Ashville, filed on Thursday, January 21, 2021. Petitioners, Jeffrey J. Runkle, Victor W. Runkle and Trudy Ann Craig. Agent for the petitioners is Molly R. Gwin, Isaac Wiles;

With no annexation agreement or cooperative economic development agreement filed with the Expedited Type 2 Annexation petition, the territory to be annexed may not, at any time, be withdrawn or excluded from the township pursuant to ORC 503.07. The annexed land thus remains subject to the township's real property taxes.

Commissioner Gary Scherer offered the motion, seconded by Commissioner Harold Henson, to adopt the following Resolution pursuant to ORC. 709.023 (D):

Resolution No: PC-030221-17

WHEREAS, an Expedited Type 2 Annexation petition that met all of the engineering and legal requirements was properly filed in the Pickaway County Board of Commissioners' office on or about January 21,2021, for the annexation of 76.642+/- acres of Harrison Township to be annexed into the Village of Ashville; and,

WHEREAS, the person who signed the petition, Jeffrey J. Runkle, 88 South Bank Road, Millersport, Ohio 43103, Victor W. Runkle, 3354 S. Bank Road, Millersport, Ohio 43046 and Trudy Ann Craig, 3400 South Bank Road, Millersport, Ohio 43046 as owners, 9505 State Route 104, Lockbourne, Ohio 43137, such company is the owner of the property to be annexed; and,

WHEREAS, the petition contains the signatures of all of the property owners in the territory to be annexed; and,

WHEREAS, the territory to be annexed does not exceed 500 acres; and,

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WHEREAS, the territory to be annexed share a common boundary with the municipality for a continuous length of at least 5% of the perimeter of the territory to be annexed; and,

WHEREAS, the annexation will not create an unincorporated area of the township that is completely surrounded by the territory to be annexed; and,

WHEREAS, the Village of Ashville Council failed to adopt a Resolution within 20 days after the filing of the petition that was received by the Pickaway County Board of Commissioners' office on January 21, 2021. Pursuant to ORC. 709.023 (D), failure of the municipal corporation or any of those townships to timely file an ordinance or resolution consenting or objecting to the proposed annexation shall be deemed to constitute consent by that municipal corporation or township to the proposed annexation; and,

WHEREAS, no street or highway will be divided by the boundary between the municipality and township so as to create a road maintenance problem; then,

THEREFORE BE IT RESOLVED, that the Pickaway County Board of Commissioners hereby approves the Expedited Type 2 Annexation of 76.642+/- acres of Harrison Township into the Village of Ashville, Pickaway County, Ohio, filed by Molly R. Gwin, Isaac Wiles, the agent for the petitioners, Jeffrey J. Runkle, Victor W. Runkle and Trudy Ann Craig, owners of property.

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

~Certification~

I, Angela Karr, Clerk to the Pickaway County Board of Commissioners, hereby certify that this is a true and accurate record of the proceedings of the board and may be found in Journal #66, pages dated March 2, 2021.

Angela Karr

**In the Matter of
Contract Award for Project Referred
to as the 2021 Materials Unit Price Project
For Pickaway County Engineer Department:**

In reference to the bid opening conducted on February 23, 2021 referred to as 2021 Materials Unit Price, and upon the written recommendation of Anthony Neff, Pickaway County Deputy Engineer, Commissioner Harold Henson offered the motion, second by Commissioner Gary Scherer, to award to the contract to the following:

Westfall Aggregate & Materials
Circleville, Ohio 43113

Terry Asphalt Material Inc.
Hamilton, Ohio 45015

Kokosing Materials, Inc.
Fredericktown, Ohio 43019

Melvin Stone Co.
Sabina, Ohio 45169

Olen Corporation
Columbus, Ohio 43207

Asphalt Materials, Inc.
Marietta, Ohio 45750

American Pavements, LLC
Plain City, Ohio 43064

The Shelley Company
Thornville, Ohio 43076

Marathon Petroleum Co. LP
North Bend, Ohio 45052

Ross Co. Redi Mix
Chillicothe, Ohio 45601

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Roose Brothers Paving
Ashville, Ohio 43103

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
Amendment of Grant Agreement
For Juvenile Court:

Juvenile Courts Amendment to the Grant Agreement for the purpose of realignment of funds. Commissioner Harold Henson offered the motion, second by Commissioner Gary Scherer, to approve and authorize Jay Wippel to execute the amendment to realign funds for Juvenile Court.

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

Attest: Angela Karr, Clerk

In the Matter of
Contracts Approved for the
2021 Materials Unit Price Project
For Pickaway County Engineer Department:

In reference to the bid opening conducted on February 23, 2021 referred to as 2021 Materials Unit Price, Commissioner Gary Scherer offered the motion, second by Commissioner Harold Henson, to approve and sign the contracts with the following:

Westfall Aggregate & Materials
Circleville, Ohio 43113

Terry Asphalt Material Inc.
Hamilton, Ohio 45015

Kokosing Materials, Inc.
Fredericktown, Ohio 43019

Melvin Stone Co.
Sabina, Ohio 45169

Olen Corporation
Columbus, Ohio 43207

Asphalt Materials, Inc.
Marietta, Ohio 45750

American Pavements, LLC
Plain City, Ohio 43064

The Shelley Company
Thornville, Ohio 43076

Marathon Petroleum Co. LP
North Bend, Ohio 45052

Ross Co. Redi Mix
Chillicothe, Ohio 45601

Roose Brothers Paving
Ashville, Ohio 43103

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
Superior Petroleum Equipment
For Pickaway County Sheriff's Office:

In reference to the spill bucket at the Sheriff's Office, Commissioner Gary Scherer offered the motion, second by Commissioner Harold Henson, to approve the estimate received from Superior Petroleum Equipment, LLC, to replace spill bucket and replace monitoring well manway. Total estimate is \$4,858.15.

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
Replacement of Retired Firearms for
The Pickaway County Sheriff's Office:

Commissioner Gary Scherer offered the motion, second by Harold Henson to approve the replacement of three retired firearms that have been retired to officers. Replacement cost is approximately \$12,000.

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

Attest: Angela Karr, Clerk

In the Matter of
Executive Session:

At 10:32 a.m., Commissioner Gary Scherer offered the motion, seconded by Commissioner Harold Henson, to enter into Executive Session pursuant to ORC §121.22 (G) (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 John Werkman, Ohio Development Services Agency, Angela Karr, Clerk, and April Dengler, County Administrator in attendance.

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

Attest: Angela Karr, Clerk

At 11:00 a.m., the Commissioners exited Executive Session and Commissioner Gary Scherer offered the motion, seconded by Commissioner Harold Henson, to resume Regular Session.

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

Attest: Angela Karr, Clerk

No action taken.

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In the Matter of
Extension from Ohio Development Services Agency
for the Ohio Qualified Energy Project Tax Exemption
Program Application for Certification for the
Yellowbud Solar Project Certification:

Commissioner Gary Scherer offered the motion, seconded by Commissioner Harold Henson, to approve the following requests for a 30-day extension from Ohio Development Services Agency for the Ohio Qualified Energy Project Tax Exemption Program Application for Certification from Yellowbud Solar Inc. for the Yellowbud Solar Project.

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
Orient Water Connection:

Chris Mullins, Engineer, met with the Commissioners to address the connection fee for water hookup in the Village of Orient. The tap fee is currently \$2,500 and Commissioner Harold Henson motioned and Commissioner Gary Scherer seconded to decrease the tap fee for water connection to \$1,500 for a one year term.

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

Attest: Angela Karr, Clerk

In the Matter of
County Administrator Report:

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

- Ms. Dengler reported that she had watched the Geenexsolar video regarding solar farms. Geenexsolar has an office located in Dublin, Ohio.
- Ms. Dengler provided an update of the Prosecutor's Office building. Decision needs to be made regarding the intent of purchasing the building.
- Ms. Dengler has a scheduled meeting with IT and Sheriff Hafey Monday, March 8th at 11:00 a.m. There are some concerns. Robert Adkins is going to the Sheriff's Office to meet Trevor Swackhammer. There is also a meeting set with Dan from Cracker Jack.
- Ms. Dengler received a copy of the contract with the consortium.
- Ms. Dengler spoke with Clemons Nelson regarding contract policies.
- Ms. Dengler reported that Marc Rogols was appointed at large seat on the Pickaway County Republican Committee. Checking with Clemons Nelson to confirm Mr. Rogols can fill the seat.
- Ms. Dengler informed the Commissioners that Aaron Weare is leaving Clemons Nelson. Mr. Weare is going to Marathon Petroleum in Findlay where he lives. Carrie Getowsky will be replacing Mr. Weare. She has worked with Judy Wolford regarding the Sheriff Office lawsuit and Kelly Babcock. Ms. Getowsky has a supportive role, labor expertise and will help with negotiations. Teamsters' negotiations may not begin until August. They usually follow FOP negotiations, and their representative is out for surgery.
- Ms. Dengler and Robert Adkins will be meeting with Dan Moore, Cracker Jack, Wednesday, March 3rd at 1:30 p.m. Mr. Adkins is meeting with Trevor Swackhammer today at the Sheriff's Office.
- Ms. Dengler sent the new lease with the YMCA to the Prosecutor to review. It will be presented to the Commissioner upon approval to form by Judy Wolford, Prosecutor.

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In the Matter of
Captain Steamer Cleaning Co. LLC
Quote to Clean Flooring at the Annex Building:

Commissioner Harold Henson motions, second by Commissioner Gary Scherer seconded to approve the quote from Captain Steamer Cleaning Co. LLC in the amount of \$1,815.00 to strip and refinish the VCT tile in the Annex Building.

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
Board of Election Equipment:

Matthew Nicklas, Director of Board of Elections, met with the Commissioners to discuss the purchase of ADA powered doors. The Secretary of State of Ohio approved for funds to be used for the upgrade of the doors at the main front entrance into the Annex and doors into the Board of Elections' Office. The front of the building has ADA legal parking. The Door Company is the lowest quote at \$7,528.36 to add the ADA operation to the doors that are currently in place at the front entrance and the Board of Elections Office entrance. Commissioner Wippel requested that Mr. Nicklas and the Door Company work with County Maintenance to make sure equipment is placed in the proper areas for the County.

Commissioner Gary Scherer motions, second by Commissioner Harold Henson seconded to approve the quote from The Door Company for the amount of \$7,528.36 for the Annex main entrance and Board of Election entrance door.

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 week ending February 20, 2021.

A total of \$348 was reported being collected as follows: \$50 in adoption fees; \$150 in dog license; \$15 in dog license late fees; \$40 in owner turn-in euthanasia; \$40 in owner turn-in; \$3 in private donations and \$50 in transfer out rescue.

Zero (0) stray dogs were processed in; one (1) dog was adopted.

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 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

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Attest: Angela Karr, Clerk