

TUESDAY, SEPTEMBER 20, 2022
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, September 20, 2022, with the following members present: Mr. Jay H. Wippel, Mr. Harold R. Henson, and Mr. Gary K. Scherer. April Dengler, County Administrator, and Marc Rogols, Deputy County Administrator was also in attendance.

**In the Matter of
Minutes Approved:**

Commissioner Harold Henson offered the motion, seconded by Commissioner Gary Scherer, to approve the minutes from September 13, 2022, with corrections.

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

Attest: Angela Karr, Clerk

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

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

BE IT RESOLVED, that the bills have been found to be properly filed and their respective vouchers shall be cross-referenced to the approving pages dated September 21, 2022, in the Commissioners' Voucher Journal, the date in which checks will be cut; then,

BE IT FURTHER RESOLVED, that the Board of Pickaway County Commissioners orders the Auditor of Pickaway County, Ohio, to draw her warrant on this entry in the amount of \$302,178.75 on the County Treasurer to satisfy the same.

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

Attest: Angela Karr, Clerk

**In the Matter of
Then and Now Certification Approved for Payment:**

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

BE IT RESOLVED, that the County Auditor certifies that both at the time that the following contracts or orders were made and at the time that a certification (Section 5705.41) was completed, sufficient funds were available or in the process of collection, to the credit of a proper fund, properly appointed and free from any previous encumbrance. The Then and Now Certification has been found to be properly filed and their respective vouchers shall be cross-referenced to the approving pages dated September 21, 2022, in the Commissioners' Voucher Journal, the date in which checks will be cut; then,

BE IT FURTHER RESOLVED, that the Board of Pickaway County Commissioners, as Taxing Authority are authorizing the Auditor of Pickaway County, Ohio, to draw her warrant on this entry in the amount of \$108,341.46 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

**TUESDAY, SEPTEMBER 20, 2022
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO**

**In the Matter of
Appropriations Approved:**

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

\$2,673.00 – 101.1105.5703 – Contingencies - Commissioners

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

Attest: Angela Karr, Clerk

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

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

**\$723.00 – 101.1105.5703 – Contingencies – Commissioners
TO**

101.6101.5901 – Airport Other – Commissioners

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

101.1102.5484 – Maintenance Uniforms – Commissioners

**\$750.00 – 101.1105.5703 -Contingencies – Commissioners
TO**

101.1112.5404 – Countywide Advertising/ Printing – Commissioners

**\$61,591.38 – 101.1140.5444 – Election Assistance – Board of Elections
TO**

101.1140.5478 – Remit to State – Board of Elections

**\$1,500.00 – 246.4010.5901 – Dog Shelter Other – Commissioners
TO**

246.4010.5962 – Dog Shelter Pet 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
Re-Certification of Blanket Purchase Order Approved:**

Commissioner Gary Scherer offered the motion, seconded by Commissioner Harold Henson, to approve the following requests for RE-CERTIFICATION OF PURCHASE ORDER:

\$3,623.00 – 101.6101.5962 -Airport Other - 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

TUESDAY, SEPTEMBER 20, 2022
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

In the Matter of
Report Provided by Ron Custer:

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

- Mr. Custer reported that number have inclined, and he has received calls from owner wanting to surrender their dogs. There is a protocol to gather information regarding the dog/pet.
- Outdoor kennels are being installed and may have them completed today. Mr. Custer plans to have an open house at the Dog Shelter on October 1st.
- The Dog Shelter did attend the .5K last Thursday evening with four dogs. There was a great turn out and waiting to hear the results of funds collected for the Partners for Paws benefit.
- Mr. Custer is working with Pickaway Ross Career Center and vet tech trainees to provide care for the Dog Shelter dogs.

In the Matter of
Report Provided by Gary Cameron:

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

- This week Ohio EMA Virtual Conference, Ohio LEPC Virtual Conference, Pumpkin Show planning meeting – Vendors, Fire Chief Meeting and State ESINet Virtual Meeting
- Next Week Shipment of PPE Supply (pending)
- General Information
 - Contact with CSX Railway and property owner regarding homeless camps. Agent authorization form under consideration.
 - Frontier proposal switching to fiber received – waiting for updated proposal
 - Working on Homeland Security grant to purchase PPE for law enforcement.
 - Working with PCSO on fire run cards – continuing.
 - Continued reports of cyber-crime/hacking forwarded to IT
- EMA Projects
 - Developing a law enforcement mutual aid pact for consideration county-wide. Waiting for response from Sheriff.
 - Continued effort to train first responders in ICS and NIMS. Scheduling for October and December through the State EMA.
 - EMA inventory audit – slow progress. Reorganization of EOC garage underway. Scheduling date/time to deliver unwanted PPE supply to Central Ohio Trauma System.
- Issues requiring Commissioners Support/Notification: None

In the Matter of
Report Provided by Tim McGinnis:

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

- **Planning Commission:** October 11th Agenda
 - Gabriel Estate Section II – Final Plat, only leaves approximately 60 feet of road frontage for the remaining acreage. Will require Pickaway Township variance.
 - Walliser Farms II – Replat of lots 8 and 9. Landowner is transferring acreage from these two lots to the acreage he owns behind the subdivision.
- **Outstanding Plats:**
 - Sketch plan for the extension of the Columbus City Sewer south from Ashville Pike, down to the Healy property, which is controlled by VanTrust on State Route 762. Yet to receive a formal submittal.
- **Pumpkin Run II, Section II** – Pickaway Township, Zane Trail Road, adding three 2 acre lots. Requires township variance on remaining road frontage (238 feet available, need 300 feet) and the soils need reevaluated per the Health Department's requirements.
- **Lot Splits:** Mr. McGinnis approved 4 lot splits in the last week, 8 open applications currently.
- **CDBG:** New Holland Neighborhood Revitalization and Critical Infrastructure Change Order Request: Increase the contract price by \$45,457.47 for the removal of an existing residential concrete back wall and replacement of said wall.

TUESDAY, SEPTEMBER 20, 2022
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

In the Matter of
Report Provided by Marc Rogols:

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

- There were no BWC claims, or unemployment claim filed this week.
- Mr. Rogols reported that there are no auctions pending on Govdeals.
- Health Insurance update.
- Mr. Rogols reported that two new hire packets were sent out this week for Engineers Office and Developmental Disabilities. Sixty-two new hire packets year -to-date for all departments.
- No applications received for the full-time Custodial position. Mr. Rogols will meet with custodial personnel this Thursday and every two weeks thereafter. Mr. Rogols updated the maintenance department project list that was presented last week. Progress continues on the lights at PDI (AEP repaired), courthouse doors and JFS gym thermostat (air & heat).
- Mr. Rogols addressed the Cintas cleaning contract and will proceed to review.
- The Circleville Sewer Contract is still in progress. Mr. Rogols is meeting with the City Wednesday, September 28th at 9:00 a.m.
- Mr. Rogols provided an updated list of events to be held the fairgrounds.
- Mr. Rogols updated the County Policy & procedure Manual to reflect part-time holiday pay.
- The last Pumpkin Show Board meeting before the Pumpkin Show is scheduled for Wednesday, September 21st for final preparations.
- Kidsapolooza Event is this Saturday, September 24th at the Pumpkin Show Park.
- The Governor will be in Circleville for the bridge dedication of the new Court Street bridge the week before Pumpkin Show.

In the Matter of
Report Provided by Robert Adkins:

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

- Mr. Adkins is working with Veeam to upgrade the SO Host servers
- Mr. Adkins is working with Mark on the build out of BOE network
- Mr. Adkins is meeting with IPS to be today to do a walk through at the Fairgrounds planning to move IPS server from J Building to Heritage Hall and Install camera at SO.
- New SSID for Dog Shelters use. Working on Phone for kennel area.

In the Matter of
Job and Family Services Update:

Nick Tatman, Job and Family Services Director, met with the Commissioners to provide an update of JFS. They have two new vacancies and a new hire, Abby Tripp in Income Maintenance, Lance Wood in Child Welfare and promoted Kim Stevens to Social Services Administrator. Union negotiations continue and mediations are set for September 22, 2022, to discuss wages and insurance. Agency and union are far apart on Insurance cost. Hope to get it completed on Thursday. The PCSA Workforce Funding Grant application is a one-time grant, and they would like to provide a sign on bonus, retention bonus, student loan and or tuition payments, agency culture and climate initiatives, VR Headsets (training), referral bonus, and agency will request that any employee utilizing bonus or loan/tuition payments will sign a retention agreement for 24 months of service to the Social Services Department.

With Child Welfare Placements Mr. Tatman estimates that one million dollars in foster care placements over the next 12 months. The agency is continuing to look for relative placements when appropriate. The agency currently has custody of 6 multi-system youth that are the highest maintenance children. Pickaway County unemployment was at 3.9% for June and 3.8% in July. July reports 27,100 labor force with 26,100 employed and 1,000 unemployed.

TUESDAY, SEPTEMBER 20, 2022
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

In the Matter of
Appointment to Area-20
Workforce Investment Board
For Job and Family Services:

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

Resolution No. PC-092022-68

WHEREAS, the Board of Commissioners adopted a resolution on December 6, 2011, approving the Intergovernmental Agreement governing the operation of the Pickaway, Fairfield, and South Central Ohio Workforce Development Area-20; and

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

THEREFORE BE IT RESOLVED that the following individual is appointed on behalf of Pickaway County to the Area-20 Workforce Investment Board for the following terms, commencing, September 1, 2022:

Sally Galecki Ohio Health Berger Hospital, term to expire June 30, 2025

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

Attest: Angela Karr, Clerk

In the Matter of
Job and Family Services
Memorandum of Understanding for
Local Workforce Area 20
Workforce Development System:

Commissioner Harold Henson offered the motion, seconded by Commissioner Gary Scherer, to approve the Job and Family Services, Memorandum of Understanding for Local Workforce Area 20 Workforce Development System. The local workforce development system includes Fairfield, Hocking, Pickaway, Ross and Vinton Counties, one Comprehensive OhioMeansJobs center, four affiliate centers, and no specialized centers.

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 Sheriff Hafey.

- Sheriff Hafey reported the active shooter at Ohio Christian University last week. Commissioners addressed that the Commissioners and Gary Cameron, EMA Director was not notified of the situation. Commissioner Wippel addressed a list of individuals/ agencies that should be contacted from dispatch during such situations.
- The additional explorer that was approved that week missed the deadline to be added to the previous order. Will gather pricing for the one unit.
- Nathan Welsh finished that academy and will be moved from corrections to patrol on October 9th. Sheriff Hafey would like to add another road patrol position. Currently the additional position given is being utilized in Teays Valley School District when they added and additional School Resource Officer.

TUESDAY, SEPTEMBER 20, 2022
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

Logan Elm School District may be looking at adding two more School Resource Officers once the new building opens. This will then be nine total including DARE. Sheriff Hafey would like to start evaluating the need for an SRO Sergeant. Sheriff Hafey will work up numbers to provide soon.

- Sargent Eveland is in the final phase of being employed by another division. There is a contract in place for a buy-out of his K-9 unit. Replacement cost and training of a new K-9 is \$16,000. New K-9 training class is starting in November.
- Sheriff Hafey is currently working on promotion boards for Corporal Adkins who is retiring September 29th and Sergeant. Eveland.
- Central Square provided a proposal to change over to two different programs that work hand-in-hand.
- Keefe is live today. During transition phase, it was discovered the medical co-pay payments to the commissioners were overpaid, which caused a shortage in the inmate trust account. This was due to errors in the ID Networks software. Susan Turvey is working on the proper paperwork to request the excess money back and provide all the proper documentation as to how and when the error began occurring. It has been something which started in 2019 but did not get caught until this change.
- Invoice for arbitrator of \$3,773.64 is in and needs to be paid. Sheriff Hafey needs to know where to pay from.
- The Sheriff is exploring body scanners for the jail and there is a current grant of \$105,000 that could be used toward the scanners. Gathering quotes and will present them at a later date.
- The vehicle that was donated from Commercial Point will be donated to Pickaway Ross Career Center.

In the Matter of
Executive Session:

At 10:54 a.m., Commissioner Gary Scherer offered the motion, seconded by Commissioner Harold Henson, to enter into Executive Session pursuant to ORC §121.22 (G) (5) matters required to be kept confidential by federal law or regulations or state statutes; with April Dengler, County Administrator, Marc Rogols, County Deputy Administrator, Chris Mullins, County Engineer and Angela Karr, Clerk in attendance.

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

Attest: Angela Karr, Clerk

At 11:10 a.m., the Commissioners exited Executive Session and Commissioner Harold Henson offered the motion, seconded by Commissioner Gary Scherer, to resume Regular Session.

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

Attest: Angela Karr, Clerk

No Action taken.

In the Matter of
Executive Session:

At 11:11 a.m., Commissioner Gary Scherer offered the motion, seconded by Commissioner Harold Henson, to enter into Executive Session pursuant to ORC §121.22 (G) (1) to consider the appointment, employment, dismissal, discipline, promotion, demotion, or compensation, etc., of a public employee with April Dengler, County Administrator, Marc Rogols, County Deputy Administrator and Angela Karr, Clerk in attendance.

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

Attest: Angela Karr, Clerk

At 11:20 a.m., the Commissioners exited Executive Session and Commissioner Harold Henson offered the motion, seconded by Commissioner Gary Scherer, to resume Regular Session.

TUESDAY, SEPTEMBER 20, 2022
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

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

Attest: Angela Karr, Clerk

No Action taken.

In the Matter of
Allocation of July 2022 Sales Tax Collections:

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

\$38,682.00 to 401.0000.4121 – Capital Fund
\$928,376.15 to 101.0000.4121 – General Fund

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

Attest: Angela Karr, Clerk

In the Matter of
Report Provided by April Dengler:

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

- Ms. Dengler discussed the year-end meeting and scheduled for December 6th at 11:00 a.m.
- The Sewer Project pre-construction meeting was September 15th. The Notice of Commencement needs signed, tax exempt and W-9 forms have been submitted for billing.
- Ms. Dengler has budget worksheets ready and will email Wednesday to departments with the return date of October 14th.
- Ms. Dengler discussed the quote for Central Square (Zuercher). Replacement for ID Networks in the jail will allow only one system for both jail and patrol divisions. Will be able to migrate information back and forth which will reduce work on both sides. Still need ID Network current costs.
- Jim McCoskey is adding more hours to help Dr. Ellis with evening shift (7:00 p.m.-7:00 a.m.). There has been twenty-one overdose deaths all related to fentanyl for this year.

In the Matter of
Notice of Award of Farber Corporation for
Sanitary Repair for Pickaway County Jail:

Commissioner Gary Scherer offered the motion, seconded by Commissioner Harold Henson, to approve the WDC Group Notice of Award to Farber Corporation for the Sanitary Repair, Pickaway County Jail Project. Farber Corporation submitted a bid in the amount of \$1,205,800.00 on August 23, 2022.

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
Agreement with Farber Corporation for the
Sanitary Repair for Pickaway County Jail Project:

Commissioner Gary Scherer offered the motion, seconded by Commissioner Harold Henson, to approve the Standard Short Form of Agreement Between Owner and Contractor with Farber Corporation for

TUESDAY, SEPTEMBER 20, 2022
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

the Sanitary Repair, Pickaway County Jail Project. Farber Corporation submitted a bid in the amount of \$1,205,800.00 on August 23, 2022.

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 1:34 p.m., Commissioner Gary Scherer offered the motion, seconded by Commissioner Harold Henson, to enter into Executive Session pursuant to ORC §121.22 (G) (8) to consider confidential information related to the marketing plans, specific business strategy, production techniques, trade secrets, or personal financial statements of an applicant for economic development assistance, or to negotiations with other political subdivisions respecting requests for economic development assistance, with Thaddeus Boggs, Frost Brown Todd, Ryan Scribner and Jenna Wood, P3, April Dengler, County Administrator, Marc Rogols, Deputy County Administrator and Angela Karr, Clerk in attendance.

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

Attest: Angela Karr, Clerk

At 1:53 p.m., the Commissioners exited Executive Session and Commissioner Harold Henson offered the motion, seconded by Commissioner Gary Scherer, to resume Regular Session.

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

Attest: Angela Karr, Clerk

**In the Matter of
Resolution to Approve the Acquisition Of
Certain Property from The Teays Valley Local School District,
And Transfer of Said Property to The
Circleville-Pickaway Community Improvement Corporation:**

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

Resolution No. PC-092022-69

A RESOLUTION TO APPROVE THE ACQUISITION OF CERTAIN PROPERTY FROM THE TEAYS
VALLEY LOCAL SCHOOL DISTRICT, AND TRANSFER OF SAID PROPERTY TO THE
CIRCLEVILLE-PICKAWAY COMMUNITY IMPROVEMENT CORPORATION

WHEREAS:

A. The Board of Pickaway County Commissioners (the "County"), pursuant to Resolution No. PC-092022-69 entered into an Agreement with the Circleville-Pickaway Community Improvement Corporation dba Pickaway Progress Partnership (the "CIC") to be its agency for industrial, commercial, distribution and research development in Pickaway County; and

B. The County has previously entered into an agreement with the CIC, as authorized by the Act, including specifically §1724.10(B), to permit the CIC to sell or to lease any lands or interests in lands owned by the County that are determined by the County to be no longer required by the County for its purposes, for uses determined by the County as those that will promote the welfare of the people of the County, stabilize the economy, provide employment, assist in the development of industrial, commercial, distribution, and

TUESDAY, SEPTEMBER 20, 2022
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

research activities to the benefit of the people of the County and will provide additional opportunities for their gainful employment (collectively, the “Objectives”).

C. The Board of Education (“School Board”) of Teays Valley Local School District (“School District”) owns certain real property located on Airbase Road, Madison Township, Pickaway County, Ohio known as tax parcel number F1600010000701, containing 30.3 acres (the “Property”); and

D. The School District recently has determined, or soon will determine, by Resolution, that the Property is not needed for school purposes and that the School District has no present or probable future need for the Property.

E. The County has determined that the acquisition and the ultimate development of the Property would be useful to advance the Objectives.

F. The County notified the School Board that it desires to purchase the Property for economic development purposes, with such purchase governed by the terms set forth in that certain Purchase and Sale Agreement attached hereto as Exhibit A (the “School Agreement”); and

G. The County further desires to enter into that certain Agreement Regarding Acquisition and Sale of Property with the CIC, attached hereto as Exhibit B (the “CIC Agreement”), to set forth the terms and conditions pursuant to which the parties shall cooperate in the acquisition and sale of the Property to facilitate the eventual development of the Property in furtherance of the Objectives.

H. The County finds that the fair consideration for the acquisition of the Property to be \$1.00 plus the Net Proceeds (as defined in the School Agreement) received by the County in connection with the eventual disposition of the Property; and

I. Said conveyance of the Property by the CIC, on behalf of the County, to a third party developer would advance the Objectives and be in the best interests of the people of Pickaway County, Ohio.

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

Section 1. The County hereby approves the acquisition of the Property from the School District pursuant to the terms and conditions of the School Agreement.

Section 2. The County hereby determines that the acquisition and the ultimate development of the Property would advance the Objectives and is in the best interests of the people of Pickaway County, Ohio.

Section 3. The County hereby approves the CIC Agreement, setting forth the terms and conditions of the acquisition and sale of the Property to facilitate the eventual development of the Property in furtherance of the Objectives.

Section 4. Pursuant to the School Agreement, the consideration for the Property to be paid by the County at the time of the transfer of the Property to the County shall be \$1.00 (“Original Consideration”) plus the Net Proceeds received by the County in connection with the eventual disposition of the Property.

Section 5. Proceeds from the sale of the Property by the CIC that include the sum of the Original Consideration paid by the County, plus the Net Proceeds, less the approved costs incurred by the CIC as outlined in the CIC Agreement, shall be paid to the County into the county general fund pursuant to Ohio Revised Code Section 1724.10(B)(3) and shall be subsequently remitted to the School District.

Section 6. The County hereby sets the service fee for this transaction to be retained by the CIC to be Ten Thousand dollars (\$10,000.00) in consideration of its services under the CIC Agreement for acting as the County’s agent to facilitate the signing of the Agreement of Purchase and Sale by and between the CIC and CTR Logistics, LLC, a Delaware limited liability company (“Developer”), which amount the CIC shall require the Developer to pay as part of the Developer Transaction Expenses (as defined in the CIC Agreement).

Section 7. Conveyance of the Property will promote the welfare of the people of the County, stabilize the economy, provide employment, assist in the development of industrial, commercial, distribution, and

TUESDAY, SEPTEMBER 20, 2022
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

research activities to the benefit of the people of the County and provide additional opportunities for their gainful employment.

Section 8. This Resolution shall be in full force and effect immediately upon its adoption.

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

Attest: Angela Karr, Clerk

In the Matter of
Resolution to Approve the
Agreement Regarding Acquisition and Sale of Property
Between the Board of County Commissioners and
Circleville-Pickaway Community Improvement Corporation:

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

Resolution No. PC-092022-70

AGREEMENT REGARDING
ACQUISITION AND SALE OF PROPERTY
(Board of County Commissioners and CIC)

THIS AGREEMENT REGARDING ACQUISITION AND SALE OF PROPERTY (this “Agreement” or “County Agency Agreement”) is made and entered into as of the 20th day of September, 2022 by and between the BOARD OF COUNTY COMMISSIONERS OF PICKAWAY COUNTY, OHIO, an Ohio county and political subdivision existing under the constitution and laws of the State of Ohio (the “County”), and the CIRCLEVILLE-PICKAWAY COMMUNITY IMPROVEMENT CORPORATION (the “CIC”; the CIC is acting hereunder as the agent of the COUNTY OF PICKAWAY, OHIO, a political subdivision of the State of Ohio.

RECITALS

A. The CIC is a duly organized Ohio not-for-profit corporation formed pursuant to Chapter 1724 of the Ohio Revised Code (the “Act”).

B. The County has previously entered into an agreement with the CIC, as authorized by the Act, including specifically §1724.10(B), to permit the CIC to sell or to lease any lands or interests in lands owned by the County that are determined by the County to be no longer required by the County for its purposes, for uses determined by the County as those that will promote the welfare of the people of the County, stabilize the economy, provide employment, and assist in the development of industrial, commercial, distribution, and research activities to the benefit of the people of the County and will provide additional opportunities for their gainful employment (collectively, the “Objectives”).

C. The Board of Education of Teays Valley Local School District (the “School District”) is the fee owner of certain real property located on Airbase Road, in Madison Township, Pickaway County, Ohio (tax parcel number F1600010000701), containing approximately 30.30 acres as more particularly described on Exhibit A attached hereto, and all rights and appurtenances pertaining thereto including, without limitation, all right, title and interest of School District in and to (i) adjacent streets, roads, alleys and rights-of-way, and any awards made or to be made in connection therewith, (ii) all easements appurtenant to or benefiting such parcels of land, (iii) all air rights, water rights and mineral rights and interests pertaining to such land, and (iv) all strips and gores of land lying adjacent to such land (collectively, the “Land”), (b) all buildings, fixtures and improvements located on the Land, if any (collectively, the “Improvements”), (c) development rights, utility capacity, governmental approvals, licenses and permits; and (d) such other rights, interests and properties as may be described in this Agreement to be sold, transferred, sold or conveyed by School District to the County. The Land, the Improvements and all such other rights, interests and properties are collectively called the “Property”.

TUESDAY, SEPTEMBER 20, 2022
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

D. The School District recently, by Resolution, determined that the Property was not needed for school purposes and that the School District has no present or probable future need for the Property.

E. The School District and the County have entered into a Purchase and Sale Agreement dated September 20, 2022 (“School District Sale Agreement”) pursuant to which the School District agreed to sell the Property to the County and the County agreed to acquire the Property from the School District pursuant to the authority set out at Ohio Revised Code §3314.41(C) and Ohio Revised Code §307.081.

F. The County has determined that the acquisition and the ultimate development of the Property would be useful to advance the Objectives.

G. The County and the CIC desire to enter into this Agreement to set forth the terms and conditions pursuant to which the parties shall cooperate in the acquisition and sale of the Property to facilitate the eventual development of the Property in furtherance of the Objectives.

H. The County and the CIC are authorized to enter into and perform their respective obligations under this Agreement pursuant to Ohio Revised Code Chapter 1724 without advertising and receipt of bids.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

AGREEMENT

1. Acquisition and Sale of Property. The CIC shall enter into an agreement to sell the Property for its ultimate development consistent with the Objectives to CTR Logistics, LLC, a Delaware limited liability company (“Developer”) on substantially the same terms and conditions as set forth in the Agreement of Purchase and Sale between the CIC, as agent of the County, and the Developer, attached hereto and incorporated herein as Exhibit B (the “CIC Purchase and Sale Agreement”), and otherwise consistent with the following terms and conditions:
 - a. The minimum sale price for the Property shall be Three Million Thirty Thousand and no/100 Dollars (\$3,030,000.00) payable by Developer at Closing (“Purchase Price”);
 - b. In addition to the Purchase Price, the CIC shall cause the Developer to pay or reimburse, as applicable, the amounts set out on Exhibit C attached hereto and incorporated herein, which sums are anticipated to cover the costs and expenses incurred by the County and CIC in connection with the transaction, including the CIC Fee due to the CIC pursuant to Section 2 below (collectively the “Developer Transaction Expenses”), subject to the cap set forth in the CIC Purchase and Sale Agreement in an amount not to exceed \$30,000; and
 - c. The CIC and the County agree that all terms and conditions of the CIC Purchase and Sale Agreement shall be approved by the School District in advance of the execution of the same by the CIC. In this regard, the School District may direct the County and the CIC to decline to execute the CIC Purchase and Sale Agreement for any reason in its sole judgment.
2. CIC is Agent of County; CIC Fee. The CIC shall act as the County’s agent to facilitate the signing of the CIC Purchase and Sale Agreement and the closing of the transaction with the Developer described therein and herein (the “Developer Closing”). The CIC shall be entitled to collect a fee equal to \$10,000 in consideration of its services under this Agreement, which amount the CIC shall require the Developer to pay as part of the Developer Transaction Expenses (“CIC Fee”).
3. Contemporaneous Closings. The obligations of the County to close on the acquisition of the Property from the School District is conditioned upon the contemporaneous Developer Closing on the purchase of the Property by Developer from the County, through the CIC as agent. Proceeds of the sale in the minimum amount of the Purchase Price under the CIC Purchase and Sale Agreement shall be disbursed to the School District on the County’s behalf in consideration of the purchase price owed by the County to the School District under the School District Sale Agreement. In the event the CIC Purchase and Sale Agreement is terminated prior to the Developer Closing, the School District Sale Agreement automatically shall terminate and the County shall be released of all obligations thereunder to acquire the Property from the School District, and the CIC shall be released of its obligations hereunder to consummate the Developer Closing.

TUESDAY, SEPTEMBER 20, 2022
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

4. The terms of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto. This Agreement shall be construed and enforced in accordance with the laws of the State of Ohio. Time is of the essence in all provisions of this Agreement. This Agreement embodies the entire agreement between the CIC and the County and shall not be modified, changed or altered in any respect, except in writing, executed in the same manner as this Agreement by the CIC and the County. This Agreement may be executed in counterparts, each of which will be deemed an original, and all such counterparts together shall constitute one and the same agreement. The parties agree that a facsimile of the signed execution page(s) of this Agreement, faxed or scanned and e-mailed, shall be the equivalent of signed originals. The "Effective Date" shall be the date first referenced above.

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

Attest: Angela Karr, Clerk

In the Matter of
Resolution to Approve the
Purchase and Sale Agreement Between
Board of Education Teays Valley Local School District
And Board of County Commissioners:

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

Resolution No. PC-092022-71

PURCHASE AND SALE AGREEMENT
(Board of Education and Board of County Commissioners)

THIS PURCHASE AND SALE AGREEMENT (this "Agreement" or "School District Sale Agreement"), dated as of September 20, 2022 (the "Effective Date"), is between the BOARD OF EDUCATION OF TEAYS VALLEY LOCAL SCHOOL DISTRICT, a local school district and political subdivision of the State of Ohio (hereinafter referred to as "School District") and the BOARD OF COUNTY COMMISSIONERS OF PICKAWAY COUNTY OHIO, an Ohio county and political subdivision existing under the constitution and laws of the State of Ohio (hereinafter referred to as "County").

RECITALS

A. School District is the fee owner of certain real property located on Airbase Road, in Madison Township, Pickaway County, Ohio (tax parcel number F1600010000701), containing approximately 30.30 acres as more particularly described on Exhibit A attached hereto, and all rights and appurtenances pertaining thereto including, without limitation, all right, title and interest of School District in and to (i) adjacent streets, roads, alleys and rights-of-way, and any awards made or to be made in connection therewith, (ii) all easements appurtenant to or benefiting such parcels of land, (iii) all air rights, water rights and mineral rights and interests pertaining to such land, and (iv) all strips and gores of land lying adjacent to such land (collectively, the "Land"), (b) all buildings, fixtures and improvements located on the Land, if any (collectively, the "Improvements"), (c) development rights, utility capacity, governmental approvals, licenses and permits; and (d) such other rights, interests and properties as may be described in this Agreement to be sold, transferred, sold or conveyed by the School District to the County. The Land, the Improvements and all such other rights, interests and properties are collectively called the "Property".

B. School District has determined that the Property is not needed for school purposes and that it has no present or probable future need for the Property.

C. County has determined that the Property would be useful for economic development purposes in promoting the welfare of the people of the County of Pickaway, to stabilize the economy, provide employment and assist in the development of industrial, commercial, distribution and research activities to the benefit of the people of the county and provide additional opportunities for their gainful employment (together, the "Objectives").

D. County now desires to purchase the Property from School District subject and pursuant to the terms and conditions contained herein.

TUESDAY, SEPTEMBER 20, 2022
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

E. School District has authority to sell and transfer the Property to County pursuant to Ohio Revised Code §3313.41(C) without necessity of public auction.

F. The County has authority to acquire the Property from the School District pursuant to Ohio Revised Code, including §307.081.

NOW, THEREFORE, in consideration of the covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

AGREEMENT

1. Purchase and Sale of Property. Subject to the terms and conditions set forth herein, at the Closing (as defined in Section 3 below), School District shall sell to County, and County shall purchase from School District, all of School District's right, title and interest in and to the Property.

2. Purchase Price; School District Conditions. The purchase price for the Property (the "Purchase Price") shall be One Dollar (\$1.00), payable at Closing, plus the Net Proceeds (defined below) received by County in connection with the eventual disposition of the Property, or any portions thereof, by the Circleville-Pickaway Community Improvement Corporation (the "CIC") acting as the agent of the County to a developer identified by the CIC ("Developer"). At a minimum, the County agrees that its sale of the Property shall be on the following terms and conditions:

a. The minimum sale price for the Property by the County through the CIC as its agent shall be Three Million Thirty Thousand and no/100 Dollars (\$3,030,000.00) ("Purchase Price"), resulting in net proceeds to the School District of such amount less the brokerage commission and any applicable prorations required to be paid by the CIC at the closing with the Developer (the "Net Proceeds"). Unless otherwise agreed to by the School District in writing, the School District shall not be responsible for any other closing costs or expenses in connection with its sale to the County hereunder or the CIC's sale to the Developer;

b. In addition to the Purchase Price, the County, through the CIC as its agent, shall cause the Developer to pay or reimburse, as applicable, the amounts set out on Exhibit B attached hereto and incorporated herein, which sums are anticipated to cover the costs and expenses incurred by the County and CIC in connection with the transaction, subject to a cap not to exceed \$30,000 (collectively the "Developer Transaction Expenses"), such that, subject to the approved cap of \$30,000.00, the County and the CIC shall not incur any expenses associated with the transactions contemplated herein nor shall the School District be obligated to pay any cost incurred by the County or the CIC in connection with the transactions described herein;

c. To the extent that the County proposes to approve a tax exemption with respect to the Property as part of the applicable community reinvestment area or otherwise, any such exemption shall be conditioned upon the prior approval by the School District of a compensation agreement acceptable in form and content reasonably acceptable to the School District.

d. The final form of any purchase and sale agreement proposed by the County, through the CIC as its agent, with the Developer, (herein, the "CIC Purchase and Sale Agreement") shall be approved by the School District in advance of the execution of the same by the CIC. In this regard, the School District may direct the County and the CIC to decline to execute the CIC Purchase and Sale Agreement for any reason in its sole reasonable judgment.

3. Closing and Settlement. Unless this Agreement is sooner terminated pursuant to Section 4 below, the closing of the purchase and sale of the Property in accordance with the terms of this Agreement (the "Closing") shall occur via escrow with Chicago Title Company, 725 South Figueroa, Suite 200, Los Angeles, California 90017, Attn: Patricia M. Schlageck (the "Title Company"), on or before September 26, 2022 (the "Outside Closing Date"), unless the same is extended by mutual written agreement of the School District and the County. The School District and the County agree that the Closing will occur contemporaneously with the closing on the sale to the Developer by the County, acting through the CIC, and shall otherwise be on terms consistent with, to the extent applicable, the terms and conditions to be set forth in the CIC Purchase and Sale Agreement.

TUESDAY, SEPTEMBER 20, 2022
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

4. Conditions Precedent; Termination. After the Effective Date and continuing until the earlier of (a) the Termination Date (defined below); or (b) the Outside Closing Date, the County, acting through the CIC as agent, and the Developer shall have the right, at no cost to the School District, to enter the Property for inspections and investigations with respect to the Property, consistent with the terms and conditions to be set forth in the CIC Purchase and Sale Agreement. In the event that the CIC Purchase and Sale Agreement is terminated prior to the Closing by either the CIC or the Developer, then the County's obligations to purchase the Property from the School District pursuant to this Agreement shall automatically terminate as of the date of such termination of the CIC Purchase and Sale Agreement (the "Termination Date") and the parties shall be released from all further obligations hereunder, except with respect to the obligations of the County herein to cause any expenses associated with the transaction incurred prior to the date of termination to be paid by the Developer as set forth in the CIC Purchase and Sale Agreement.

5. Taxes and Assessments. The Property is currently exempt from real estate taxes and as such there shall be no proration at Closing for such items. The School District shall credit on the Purchase Price any assessments not yet paid for years prior to the Closing, and a portion of such taxes for the year of Closing, prorated through the date of Closing. Proration of undetermined assessments shall be based on a 365 day year and on the most recent available tax amount and shall be final at Closing.

6. Title and Ownership; Recording and Conveyance Fees. At Closing, the School District shall convey a marketable title to the County by quit claim deed ("Deed"). The School District agrees to transfer, and the County agrees to accept, ownership of the Property free of all claims and right of others, except for designated rights-of-way for streets, alleys and utility easements and subject to the lien of taxes not yet due and payable, all matters that would be disclosed by a complete and accurate search of all applicable federal, state, county and municipal records, and such state of facts as an accurate survey of the Property would show, or otherwise as is required pursuant to the CIC Purchase and Sale Agreement. The County agrees to cause the Deed to be recorded within two (2) business days of the Closing with the Pickaway County Recorder at the Developer's expense, and the sale is anticipated to be exempt from paying a conveyance fee to the Pickaway County Auditor.

7. Notices. Any notice to be given or to be served upon any party hereto, in connection with this Agreement, must be in writing, and may be given by Federal Express or other nationally recognized courier which provides evidence of delivery and shall be deemed to have been given and received on the next business day after any such notice, properly addressed, with overnight, priority service prepaid, is delivered to Federal Express or such other courier. If given otherwise than as provided in the preceding sentence, any such notice shall be deemed to have been given when delivered to and received by the party to whom it is addressed. Notices given by electronic mail shall be deemed given and received as of the time and date set forth on the electronic confirmed receipt of transmission of the sender.

County:

Board of County Commissioners of Pickaway County, Ohio
139 West Franklin Street
Circleville, Ohio 43113
Attn: April Dengler, County Administrator
Phone: 740-47406093
Email:

School District:

Board of Education of
Teays Valley Local School District
385 Viking Way
Ashville, Ohio 43103
Attn: Trey Fausnaugh, Treasurer
Phone: 740-983-5000
Email: tfausnaugh@tvsd.us

8. Assignability. This Agreement shall not be assignable by County without School District's prior written consent. Any unauthorized assignment of this Agreement by the County is void.

9. Miscellaneous.

TUESDAY, SEPTEMBER 20, 2022
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

- a. Severability: Should any language of this Agreement be deemed unenforceable by a court of competent jurisdiction, such finding shall not affect the validity of the remainder of the Agreement.
- b. Default: In the event of default of any terms, provisions, covenants, conditions of this Agreement, the parties shall have the right to invoke any remedy permitted in law or in equity. The parties acknowledge and agree that any default by the CIC under the terms of CIC Purchase and Sale Agreement shall be considered a default by the County under the terms of this Agreement.
- c. Entire Agreement; Modifications: This Agreement sets forth the entire agreement and understanding between the parties relating to the subject matter herein and supersedes all prior discussions between the parties. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing signed by the party to be charged.
- d. Ohio Law: This Agreement shall be construed and enforced pursuant to the laws of the State of Ohio.

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

Attest: Angela Karr, Clerk

**In the Matter of
Resolution Declaring the Improvement to A Certain Parcel of Real Property to Be A
Public Purpose and Exempt from Taxation; Requiring the Owner of The Parcel to Make
Service Payments In Lieu Of Taxes; Approving Compensation Agreement With
Teays Valley Local School District; Specifying the Public Infrastructure Improvements
To Be Made That Directly Benefit the Parcel, Authorizing the Execution of A Tax
Increment Financing Agreement.:**

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

Resolution No. PC-092022-72

**A RESOLUTION DECLARING THE IMPROVEMENT TO A CERTAIN PARCEL OF REAL
PROPERTY TO BE A PUBLIC PURPOSE AND EXEMPT FROM TAXATION; REQUIRING THE
OWNER OF THE PARCEL TO MAKE SERVICE PAYMENTS IN LIEU OF TAXES; APPROVING
COMPENSATION AGREEMENT WITH THE TEAYS VALLEY LOCAL SCHOOL DISTRICT;
SPECIFYING THE PUBLIC INFRASTRUCTURE IMPROVEMENTS TO BE MADE THAT
DIRECTLY BENEFIT THE PARCEL; AUTHORIZING THE EXECUTION OF A TAX
INCREMENT FINANCING AGREEMENT.**

WITNESSETH:

WHEREAS, Sections 5709.77 through 5709.81 of the Ohio Revised Code (collectively, the “TIF Statutes”) authorize a board of county commissioners, by resolution, to declare the improvement to each parcel of real property to be a public purpose and exempt from taxation, require the owner of each parcel to make service payments in lieu of taxes, establish a redevelopment tax equivalent fund for the deposit of those service payments to be used to make payments to school districts affected by that exemption from taxation or to pay costs of constructing or repairing the public infrastructure improvements benefiting the parcels subject to that exemption from taxation, and specify public infrastructure improvements made or to be made or in the process of being made that directly benefit, or that once made will directly benefit, each parcel; and

WHEREAS, the parcel of real property identified and depicted in Exhibit A attached hereto (irrespective of whether as currently configured or subsequently divided and/or combined, the “Parcel”) is located in Pickaway County, Ohio (the “County”), and the County has determined to declare the Improvement (as defined in Section 1 of this Resolution) to the Parcel to be a public purpose; and

TUESDAY, SEPTEMBER 20, 2022
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

WHEREAS, VTRE Development, LLC (the “Developer”), is in contract to purchase the Parcel and intends to make or cause to be made certain improvements to the Parcel; and
WHEREAS, the County has determined to provide for the construction of the public infrastructure improvements described in Exhibit B attached hereto (the “Public Infrastructure Improvements”), which, once made, will directly benefit the Property; and

WHEREAS, Teays Valley Local School District (the “School District”), the County and the Developer have negotiated the terms of a school district compensation agreement (the “Compensation Agreement”), substantially in the form on file with the Pickaway County Prosecuting Attorney, providing for compensation to the School District and the Eastland-Fairfield Career and Technical Schools (the “Joint Vocational School District” or “JVSD”), for their loss of real property taxes during the period of the exemption from taxation granted in Section 1 of this Resolution (the “TIF Exemption”); and

WHEREAS, a community reinvestment area (the “Northern Industrial CRA”) has been created and the County and the Developer are entering into a Community Reinvestment Area Agreement, approved this June 21, 2022 (the “CRA Agreement”), granting a real property tax exemption for fifteen (15) years on one hundred percent (100%) of the value of the structures of industrial facilities to be developed in the Northern Industrial CRA; and

WHEREAS, this Board has determined to provide for the execution and delivery of a Tax Increment Financing Agreement (the “TIF Agreement”) substantially in the form on file with the Pickaway County Prosecuting Attorney; and

WHEREAS, the Board of Education of the JVSD has been notified in accordance with applicable law or has waived its right to notice as prescribed in Sections 5709.78 and 5709.83 of the Ohio Revised Code ; and

WHEREAS, the Board of Education of the School District has approved this Resolution, approved the Compensation Agreement, and waived its right to future notice as prescribed in Sections 5709.78 and 5709.83 of the Ohio Revised Code;

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

Section 1. Authorization of Tax Exemption. This Board hereby finds and determines that one hundred percent (100%) of the increase in assessed value of the Parcel subsequent to the effective date of this Resolution (which increase in assessed value is hereinafter referred to as the “Improvement” as defined in Section 5709.77(D) of the Ohio Revised Code) is hereby declared to be a public purpose and shall be exempt from taxation for a period commencing the earlier of the first day of (i) the tax year in which there is an Improvement with respect to the Parcel (as it may be subdivided or combined in connection with the acquisition of the Parcel by the Developer or otherwise) of at least \$100,000, or (ii) tax year 2036, and ending on the earlier of (a) thirty (30) years after such commencement, or (b) the date on which the County can no longer require service payments in lieu of taxes, all in accordance with the requirements of TIF Statutes. Notwithstanding any other provision of the TIF Agreement (as defined in Section 7 hereof) or this Resolution, the TIF Exemption granted pursuant to this Section 1 and the payment obligations established pursuant to Section 2 of this Resolution are subject and subordinate to the tax exemption applicable to the Improvement granted under the CRA Agreement pursuant to Sections 3735.65 through 3735.70 of the Ohio Revised Code.

Section 2. Service Payments. Subject to any tax exemption applicable to the Improvement granted under the CRA Agreement pursuant to Sections 3735.65 through 3735.70 of the Ohio Revised Code, as provided in Section 5709.79 of the Ohio Revised Code, the current owner of the Parcel and then any future owner shall make service payments in lieu of taxes with respect to the Improvement allocable thereto to the Treasurer of Pickaway County, Ohio (the “County Treasurer”) on or before the final dates for payment of real property taxes. Each service payment in lieu of taxes shall be charged and collected in the same manner and in the same amount as the real property taxes that would have been charged and payable against that Improvement if it were not exempt from taxation pursuant to Section 1 of this Resolution, including any penalties and interest (collectively, the “Service Payments”). The Service Payments shall be allocated and distributed in accordance with Section 4 of this Resolution.

TUESDAY, SEPTEMBER 20, 2022
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

Section 3. Compensation Agreement. Pursuant to Sections 5709.78 and 5709.82 of the Ohio Revised Code, this Board hereby approves the Compensation Agreement in the form on file with this Board and authorizes its execution by one or more representatives of this Board.

Section 4. Redevelopment Tax Equivalent Fund. Pursuant to and in accordance with the provisions of Section 5709.80 of the Ohio Revised Code, this Board previously established the Northern Industrial Redevelopment Tax Equivalent Fund (the "Fund"). The Fund will continue to be maintained in the custody of the County and shall receive all distributions to be made to the County pursuant to Section 5 of this Resolution. Those Service Payments received by the County with respect to the Improvement of the Parcel and so deposited pursuant to Section 5709.80 of the Ohio Revised Code and this Resolution shall be used solely for the purposes authorized in the TIF Statutes or this Resolution, including, but not limited to, making the payments to the School District and JVSD as specified in the Compensation Agreement and paying costs of the Public Infrastructure Improvements. The Fund shall remain in existence so long as such Service Payments are collected and used in accordance with Section 5, after which time the Fund shall be dissolved and any surplus funds remaining therein transferred to the County's General Fund, all in accordance with Section 5709.80 of the Ohio Revised Code.

Section 5. Distribution of Service Payments. Pursuant to the TIF Statutes, the County Treasurer is requested to distribute the Service Payments to the County for deposit into the Fund to be used (i) to make payments to the School District and JVSD as provided in the Compensation Agreements and (ii) to pay costs of the Public Infrastructure Improvements. All distributions required under this Section 5 are to be made at the same time and in the same manner as real property tax distributions.

Section 6. Public Infrastructure Improvements. This Board hereby designates the Public Infrastructure Improvements and any other public infrastructure improvements hereafter designated by resolution as public infrastructure improvements made or to be made that directly benefit the Parcel.

Section 7. Tax Increment Financing Agreement. The County shall enter into a TIF Agreement in the form presently on file with the Pickaway County Prosecutor, which is hereby approved and authorized with changes therein and amendments thereto not inconsistent with this Resolution and not substantially adverse to this County. This Board authorizes execution of the TIF Agreement by one or more representatives of this Board. This Board further hereby authorizes and directs the President and the Pickaway County Prosecutor, and other appropriate officers of the County, to sign those instruments and make arrangements as are necessary to carry out the purposes of this Resolution.

Section 8. Non-Discriminatory Hiring Policy. In accordance with Section 5709.823 of the Ohio Revised Code, this Board hereby determines that no employer located upon the Parcel shall deny any individual employment based solely on the basis of race, religion, sex, disability, color, national origin or ancestry.

Section 9. Further Authorizations. This Board hereby authorizes and directs any of the County Commissioners, the County Auditor, the Clerk of this Board or other appropriate officers of the County, to make such arrangements as are necessary and proper for collection of the Service Payments. This Board further hereby authorizes and directs any of the Commissioners, the County Auditor, the Clerk of this Board or other appropriate officers of the County to prepare and sign all agreements and instruments and to take any other actions as may be appropriate to implement this Resolution.

Section 10. Filings with Ohio Department of Development. Pursuant to Section 5709.78(1) of the Ohio Revised Code, the Clerk of this Board is hereby directed to deliver a copy of this Resolution to the Director of the Ohio Department of Development within fifteen (15) days after its effective date. Further, and on or before March 31 of each year that the Exemption set forth in this Resolution remains in effect, an authorized officer of the County shall prepare and submit to the Director of Development of the State of Ohio the status report required under Ohio Revised Code Section 5709.78(I).

Section 11. Tax Incentive Review Council. The Tax Incentive Review Council established by the Board shall review annually all exemptions from taxation resulting from the declarations set forth in this Resolution and any other such matters as may properly come before that Council, all in accordance with Section 5709.85 of the Ohio Revised Code.

Section 12. Open Meetings. This Board finds and determines that all formal actions of this Board and any of its committees concerning and relating to the adoption of this Resolution were taken in an open meeting of this Board or committees, and that all deliberations of this Board and any of its committees that

TUESDAY, SEPTEMBER 20, 2022
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

resulted in those formal actions were in meetings open to the public, all in compliance with the law, including Section 121.22 of the Ohio Revised Code.

Section 13. Effective Date. This Resolution shall be in full force and effect immediately upon its adoption.

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

Attest: Angela Karr, Clerk

In the Matter of
Resolution to Approve the
School District Compensation Agreement
Between the Board of County Commissioners
VTRE Development, LLC and Teays Valley Local School District:

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

Resolution No. PC-092022-73

SCHOOL DISTRICT COMPENSATION AGREEMENT

This School District Compensation Agreement (this “Agreement”) is made and entered into by and among PICKAWAY COUNTY, OHIO, a county formed and existing under the laws of the State of Ohio, through its Board of County Commissioners (the “County”), VTRE Development, LLC, an Ohio limited liability company (the “Developer”) and TEAYS VALLEY LOCAL SCHOOL DISTRICT, a school district and political subdivision organized and existing under the laws of the State of Ohio (the “School District”).

WITNESSETH:

WHEREAS, the Developer desires to establish on all or portions of a site within the boundaries of the County and the School District commercial facilities and related improvements at the Property (defined herein), provided that the appropriate economic development incentives are available to support the economic viability of the project; and

WHEREAS, pursuant to Ohio Revised Code (“R.C.”) Sections 5709.77, 5709.78, 5909.79 and 5709.80 (collectively, the “TIF Statutes”), a board of county commissioners may, by resolution, declare the increase in assessed value of parcels of real property to be a public purpose and exempt from taxation (as further defined in the TIF Statutes, the “Improvement”), require the owner of each parcel to make service payments in lieu of taxes (as further defined in the TIF Statutes, “Service Payments”), establish a redevelopment tax equivalent fund for the deposit of those Service Payments to be used to make payments to school districts affected by that exemption from taxation or to pay costs of constructing or repairing the public infrastructure improvements benefiting the parcels subject to that exemption from taxation, and specify public infrastructure improvements made or to be made or in the process of being made that directly benefit, or that once made will directly benefit, each parcel; and

WHEREAS, said exemption of any Improvement pursuant to the TIF Statutes may only exceed ten (10) years or seventy-five percent (75%) of such Improvement with the approval of the board of education of the affected local school district within the territory of which the Improvement is or will be located, and with such approval, up to one hundred percent (100%) of any Improvement may be exempted for up to thirty (30) years, pursuant to the TIF Statutes; and

WHEREAS, the School District Board of Education adopted a resolution on December 13, 2021 waiving certain statutory notice requirements and approving the exemption provided in the TIF Resolution (as defined below), contingent upon payment of the Annual School District TIF Compensation (as defined herein); and

WHEREAS, pursuant to the TIF Statutes, the County passed Resolution No. PC-092022-72 on September 20, 2022 (the “TIF Resolution”) which exempted 100% of the Improvement of the Property (as defined below) after the effective date of the TIF Resolution and determined that the Improvement shall be a

TUESDAY, SEPTEMBER 20, 2022
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

public purpose and shall be exempt from real property taxation pursuant to a parcel-by-parcel “rolling” thirty (30) year TIF exemption (the “TIF Exemption”), with the TIF Exemption for each Parcel (as defined below) commencing the earlier of (i) the first tax year in which there is an increase in fair market value that is not exempt under any other provision of the Ohio Revised Code of at least \$100,000 (i.e., an increase in true value of \$285,714) for the Parcel, or (ii) tax year 2036; and

WHEREAS, the County, through the TIF Resolution and consistent with the authority of the parties to enter into an agreement to compensate the School District pursuant to R.C. Sections 5709.80 and 5709.82(B), has authorized the County to execute this Agreement; and

WHEREAS, the County and the School District desire to execute this Agreement to provide compensation to the School District in an amount equal to the amount of the real property taxes that the School District would have received from the Improvement had that Improvement not been exempted from real property taxation pursuant to the TIF Resolution.

NOW, THEREFORE, in consideration of the recitals set forth above, and the promises and covenants contained herein, the parties agree as follows:

Section 1. Definitions. Unless defined elsewhere in this Agreement, capitalized terms and words used in this Agreement shall have the meanings ascribed to them in Section 1.

“Agreement” means this Agreement.

“Annual JVSD TIF Compensation” means, for each Exemption Year, an annual amount equal to 100% of the real property taxes that Eastland-Fairfield would have been paid attributable to the Improvement to each Parcel if that Improvement had not been exempt from taxation pursuant to the TIF Resolution.

“Annual School District TIF Compensation” means, for each Exemption Year, an annual amount equal to 100% of the real property taxes that the School District would have been paid attributable to the Improvement to each Parcel if that Improvement had not been exempt from taxation pursuant to the TIF Resolution.

“County” means Pickaway County, Ohio.

“County Treasurer” means the Treasurer for Pickaway County, Ohio.

“Eastland-Fairfield” means the Eastland-Fairfield Career and Technical Schools, a joint vocational school district organized and existing under the laws of the State of Ohio.

“Exemption Year” means each tax year for which a TIF Exemption is provided for any Parcel of the Property pursuant to the TIF Resolution.

“Parcel” means each separately identifiable parcel of the Property, whether as currently appearing on County tax duplicates or as subdivided or combined and appearing on future tax duplicates.

“Payment Year” means the calendar year immediately following each Exemption Year and is the year in which Service Payments for such Exemption Year are distributed.

“Property” means the certain real property identified in the TIF Resolution, located within the County and boundaries of the School District, and shown on Exhibit A to this Agreement which contains a map and description of the Property.

“Term” means the period of time that commences on January 1 of the first Exemption Year and ends on December 31 of the last Payment Year.

“TIF Fund” means, the VTRE Development Public Improvement Tax Equivalent Fund established in the TIF Resolution.

Section 2. Effective Date and Termination. This Agreement shall commence on the date the last party executes this Agreement. This Agreement, and all of its obligations, shall terminate at the conclusion of the Term.

TUESDAY, SEPTEMBER 20, 2022
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

Section 3. Compensation. The County shall cause to be paid Annual School District TIF Compensation to the School District for each Exemption Year during the Term, solely from the Service Payments deposited into the TIF Fund. The Annual School District TIF Compensation shall be paid in two (2) semi-annual installments during the Payment Year applicable to each Exemption Year during the Term. Each such semi-annual installment shall be paid to the School District no later than thirty (30) days after the semi-annual settlement by the County Treasurer pursuant to which Service Payments are deposited into the TIF Fund in each Payment Year during the Term.

The County shall cause to be paid Annual JVSD TIF Compensation to Eastland-Fairfield for each Exemption Year during the Term, solely from the Service Payments deposited into the TIF Fund. The Annual JVSD TIF Compensation shall be paid in two (2) semi-annual installments during the Payment Year applicable to each Exemption Year during the Term. Each such semi-annual installment shall be paid to Eastland-Fairfield no later than thirty (30) days after the semi-annual settlement between the County Treasurer and the County pursuant to which Service Payments are deposited into the TIF Fund in each Payment Year during the Term.

Section 4. Accounting. Each payment made by the County pursuant to Section 3 of this Agreement shall be accompanied by an accounting prepared by the County demonstrating the calculation of the payment.

Section 5. School District Consents and Waivers. In return for the Annual School District TIF Compensation to be paid pursuant to this Agreement, the School District hereby: (i) waives compliance with any notice requirements associated with the County's passage of the TIF Resolution, including the 45-business day notice required under R.C. Section 5709.78 and the 14-day notice required under R.C. Section 5709.83; (ii) waives any defects or irregularities contained in the TIF Resolution; and (iii) agrees that the Annual School District TIF Compensation provided for herein is the only compensation to be received by the School District in connection with the TIF Resolution, and is in lieu of any other compensation that may be provided to the School District related to the subject matter hereof.

Section 6. Notice and Opportunity to Cure Default. Neither the County nor the School District shall act upon any breach of this Agreement until after giving the other party written notice of the breach and allowing the other party a minimum cure period of at least thirty (30) days.

Section 7. Limitation on Damages. No party shall be liable for more than the sum all payments owed by that party under this Agreement. In no event will any party be liable to another party under this Agreement for any indirect, reliance, exemplary, incidental, speculative, punitive, special, consequential or similar damages that may arise in connection with this Agreement.

Section 8. Waiver. No waiver by any party of the performance of any terms or provision of this Agreement shall constitute, or be construed as, a continuing waiver of performance of the same or any other term or provision hereof.

Section 9. Amendment. This Agreement may be amended or modified by the parties only in writing, signed by all parties to the Agreement.

Section 10. Assignment. This Agreement shall inure to the benefit of, and shall be binding in accordance with its terms, upon the School District and the County, and their respective permitted successors and assigns. No party shall assign this Agreement without the written consent of the other party.

Section 11. Notices. All payments, certificates, and notices which are required to or may be given pursuant to the provisions of this Agreement shall be sent by United States ordinary mail, postage prepaid, or overnight courier and shall be deemed to have been given or delivered when so mailed or sent by overnight courier to the following addresses:

If to the School District:

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

With copy to:

TUESDAY, SEPTEMBER 20, 2022
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

Bricker & Eckler LLP
100 S. Third Street
Columbus, OH 43215
Attention: Rob McCarthy

If to the County:

Pickaway County Planning and Development
139 West Franklin Street
Circleville, OH 43113
Attention: Development Director

With copy to:

Frost Brown Todd LLC
10 W. Broad Street, Suite 2300
Columbus, OH 43215-3484
Attention: Thad Boggs

If to the Developer:

VanTrust Real Estate, LLC
950 Goodale Boulevard, Suite 100
Columbus, Ohio 43212
Attention: Andrew R. Weeks

With copies to:

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

And to:

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

Either party may change its notice address at any time by giving written notice of such change to the other party.

Section 12. Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any party to this Agreement may execute this Agreement by signing any such counterpart.

Section 13. Extent of Covenants; Severability of Provision. All covenants, stipulations, obligations and agreements of the parties contained in this Agreement shall be effective to the extent authorized and permitted by applicable law. The invalidity of any provision of this Agreement shall not affect the other provisions of this Agreement, and this Agreement shall be construed in all respects as if any invalid portions were omitted.

Section 14. Entire Agreement. This Agreement sets forth the entire Agreement and understanding between the parties as to the subject matter hereof and supersedes all prior discussions, agreements, undertakings of every kind and nature between the parties with respect to the subject matter of this Agreement.

Section 15. Governing Law. This Agreement for all purposes shall be governed by and construed in accordance with the laws of the State of Ohio.

TUESDAY, SEPTEMBER 20, 2022
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

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

Attest: Angela Karr, Clerk

In the Matter of
Resolution Tax Increment Financing Agreement
Board of County Commissioners and VTRE Development, LLC:

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

Resolution No. PC-092022-74

TAX INCREMENT FINANCING AGREEMENT

This Tax Increment Financing Agreement (this “Agreement”) is made and entered into as of September 20, 2022 by and between PICKAWAY COUNTY, OHIO, a county organized and existing pursuant to the constitution and laws of the State of Ohio, through its Board of County Commissioners (the “County”), and VTRE DEVELOPMENT, LLC (the “Developer”), an Ohio limited liability company.

WITNESSETH:

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

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

WHEREAS, the Developer proposes to establish on all or a portion of the Project Site in multiple phases one or more industrial/distribution center/warehouse/office improvements (with each individual building or structure to be constructed on the Project Site being referred to herein as a “Building”) and (ii) potentially remodel or cause to be remodeled (in one or more phases) one or more of those Buildings (collectively, the “Project”) with the combined square footage of the Buildings estimated to total approximately 3,000,000 – 4,000,000 square feet, provided that the appropriate economic development incentives are available to support the economic viability of the Project; and

WHEREAS, in connection with the phased development of the Parcels, the County shall grant exemptions from real property taxes for 100% of the assessed value of new structures constructed on the Parcels for a period of 15 years, and for 100% of the assessed value of remodeling of such structures for a period of 15 years, all pursuant to the Community Reinvestment Area Agreement by and between the County and the Developer dated as of June 21, 2022 (the “CRA Agreement”); and

WHEREAS, the County, by its Resolution No. 22-092022-74 adopted on September, 2022 (the “TIF Resolution”), has declared that one hundred percent (100%) of the increase in the assessed value of each Parcel subsequent to the effective date of the TIF Resolution (each such increase hereinafter referred to as an “Improvement,” as further defined in Section 5709.77(D) of the Ohio Revised Code and the TIF Resolution) is a public purpose and is exempt from taxation for a period commencing for each Parcel the earlier of the first day of (i) the tax year in which there is an Improvement with respect to the Parcel (as it may be subdivided or combined in connection with the acquisition of the Parcel by the Developer or its affiliates or otherwise) of at least \$100,000 (i.e., an increase in true value of \$285,714), or (ii) tax year 2036, and ending on the earlier of (a) thirty (30) years after such commencement or (b) the date on which the County can no longer require service payments in lieu of taxes, all in accordance with the requirements of Sections 5709.77-81 of the Ohio Revised Code and the TIF Resolution (the “TIF Exemption”); and

WHEREAS, the County and the Developer intend for the CRA Agreement exemptions to take priority over the TIF Resolution exemptions; and

TUESDAY, SEPTEMBER 20, 2022
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

WHEREAS, the County has determined that it is necessary and appropriate and in the best interest of the County to provide for the owner of each Parcel (referred to herein individually as an “Owner” and collectively as the “Owners”) to make annual service payments in lieu of taxes with respect to any Improvement allocable thereto (collectively for all Parcels, the “Service Payments”) to the Pickaway County Treasurer (the “County Treasurer”), which Service Payments will be (i) distributed, in part, to the Teays Valley Local School District and the Eastland-Fairfield Career and Technical Schools (collectively, the “School Districts”) in amounts equal to the real property taxes that the School Districts would have received if the Improvements had not been exempted from real property taxation pursuant to the TIF Resolution, (ii) used to fully reimburse the Developer for costs of the Public Infrastructure Improvements, plus interest thereon, and (iii) used for such other purposes as may be authorized by law, all pursuant to and in accordance with Sections 5709.77-81 of the Ohio Revised Code (collectively, the “TIF Statutes”) and the TIF Resolution and this Agreement; and

WHEREAS, the Pickaway County Board of County Commissioners (the “Commissioners”), in the TIF Resolution, approved the terms of this Agreement and authorized its execution on behalf of the County; and

WHEREAS, pursuant to Section 307.07(A) of the Ohio Revised Code, the Commissioners have appointed a director of economic development (the “Economic Development Director”); and

WHEREAS, the County and the Developer, along with the City of Columbus (the “City”), Village of Ashville (the “Village”); Harrison Township (the “Township”) and the School Districts are cooperating to support certain economic development incentives for the Project and, as applicable, will execute further agreements, including (1) this Agreement, (2) the CRA Agreement; and (3) an amendment to the Joint Economic Development District Contract among the City, the Township and Village (the “JEDD Contract”, or collectively, the “Project Incentive Agreements”); and

WHEREAS, the Teays Valley Local School District has entered into a Compensation Agreement dated September 20, 2022, 2022 (the “Compensation Agreement”) with the Developer; and

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

NOW, THEREFORE, in consideration of the premises and covenants contained herein and to induce the Developer to proceed with the construction, financing or both construction and financing of the Public Infrastructure Improvements, and subject to and effective upon the Developer or one of its affiliates acquiring the Project Area, the Developer and the County agree as follows:

Section 1. TIF Exemption and Agreements Related Thereto.

A. In connection with the construction of the Public Infrastructure Improvements, the County, through the TIF Resolution, has granted, among other things, with respect to the Improvements, a one hundred percent (100%) exemption from real property taxation, commencing for each Parcel the earlier of the first day of (i) the tax year in which there is an Improvement with respect to the Parcel (as it may be subdivided or combined in connection with the acquisition of the Parcel by the Developer or otherwise) of at least \$100,000, or (ii) tax year 2036, and ending on the earlier of (a) thirty (30) years after such commencement, or (b) the date on which the County can no longer require service payments in lieu of taxes, all in accordance with the requirements of TIF Statutes and the TIF Resolution.

B. The County shall perform such acts as are reasonably necessary or appropriate to (i) preserve and maintain the exemptions under the CRA Agreement as exemptions having priority over exemptions established pursuant to the TIF Resolution, and (ii) effect, claim, reserve and maintain the exemptions from real property taxation granted under the TIF Resolution and this Agreement, including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with such exemptions.

Section 2. Obligation to Make Service Payments.

A. Service Payments. The Owner hereby agrees to make the Service Payments due during its period of ownership of each Parcel, all pursuant to and in accordance with the requirements of the TIF Statutes, the TIF Resolution, the provisions of Ohio law relating to real property tax collections, and any

TUESDAY, SEPTEMBER 20, 2022
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

subsequent amendments or supplements thereto. Service Payments will be made semiannually to the County Treasurer (or to the County Treasurer's designated agent for collection of the Service Payments) on or before the final dates for payment of real property taxes for the Parcels, until expiration of the TIF Exemption. Any late payments will bear penalties and interest at the then current rate established under Sections 323.121 and 5703.47 of the Ohio Revised Code or any successor provisions thereto, as the same may be amended from time to time. Service Payments will be made in accordance with the requirements of the TIF Statutes and the TIF Resolution and, for each Parcel, will be in the same amount as the real property taxes that would have been charged and payable against the Improvement to that Parcel if it were not exempt from taxation pursuant to the TIF Exemption, including any penalties and interest. The Owner will not, under any circumstances, be required (i) for any tax year to pay both real property taxes and Service Payments with respect to any portion of the Improvement to a Parcel, whether pursuant to Section 5709.79 of the Ohio Revised Code or this Agreement, and (ii) to make Service Payments as to any portion of an Improvement for any period the Improvement or any portion thereof is subject to a CRA Exemption. The County and the Owner agree that the VTRE Development Public Improvement Tax Increment Equivalent Fund referred to in Section 3 of the TIF Resolution (the "TIF Fund") will receive all Service Payments made with respect to the Improvement to each Parcel that are payable to the County.

Notwithstanding any other provision of this Agreement or the TIF Resolution, the TIF Exemption and the obligation to make Service Payments are subject and subordinate to any tax exemption applicable to the Improvements under Sections 3735.65 through 3735.70 of the Ohio Revised Code.

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

C. Failure to Make Payments. Should any Owner fail to make any payment required hereunder, the Owner shall pay, in addition to the Service Payments it is required to pay hereunder, such amount as is required to reimburse the County for any and all reasonably and actually incurred costs, expenses and amounts (including reasonable attorneys' fees) required by the County to enforce the provisions of this Agreement against that Owner.

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

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

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

Section 6. Reimbursements to Developer from TIF Fund. The County hereby agrees to pay to the Developer, in accordance with the terms of this Agreement, the costs of the Public Infrastructure Improvements incurred by the Developer and eligible for reimbursement as provided in

TUESDAY, SEPTEMBER 20, 2022
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

this Agreement and the TIF Statutes (with the costs collectively referred to herein as the “Qualifying Costs”), plus interest on those Qualifying Costs at the annual rate of six percent (6%).

After the School Districts receive their respective portions of the semiannual Service Payments as set forth in Section 5 of this Agreement, the County shall disburse the remaining Service Payments in the TIF Fund in the following order of priority:

- (i) If the County Treasurer does not distribute the Service Payments to the School Districts in accordance with Section 5 of this Agreement, to the School Districts their respective amounts due in accordance with Section 5 of this Agreement;
- (ii) To the Developer, to pay for all Qualifying Costs that the Developer incurred, plus interest at an annual interest rate equal to six percent (6%) until the earlier of (i) thirty (30) years of reimbursement payments have been made to the Developer for each Parcel, or (ii) the Developer has been fully reimbursed for all Qualifying Costs, including any applicable interest.
- (iii) To the County to be utilized at its discretion for any purpose permitted by applicable law.

The County shall pay Service Payments on deposit in the TIF Fund to the Developer on the first business day following each May 31 and November 30 (each, a “Payment Date”). Payments for Qualifying Costs for any Public Infrastructure Improvements and any interest payable thereon will be made beginning with the first Payment Date following the satisfaction of the conditions of this Agreement. The Developer shall deliver to the County, at least thirty (30) days prior to each Payment Date, a statement showing the total amount of Qualifying Costs and interest then due to the Developer under this Agreement, along with a brief description of the basis and calculations for the same; provided, however, that failure by the Developer to deliver this statement shall not excuse the County from its payment obligation, but shall only delay payment to the same extent delivery of the statement was delayed. All payments to the Developer hereunder on each Payment Date must be made pursuant to written instructions provided by the Developer. Any monies paid pursuant to this Agreement will be applied first to the payment of interest on the Qualifying Costs and second to the payment of the Qualifying Costs, so that all interest due shall be paid before the payment of any Qualifying Costs.

Interest on the unpaid portion of the Qualifying Costs will accrue from the date the County receives a Cost Certificate (as defined herein), provided by the Developer, for those Qualifying Costs. Any interest on such Qualifying Costs that remains unpaid on the day following each Payment Date will itself accrue interest in the same manner as the Qualifying Costs.

Any expenditure pursuant to this Section 6 of monies deposited in the TIF Fund is subject to the expenditure restrictions and appropriation requirements of Ohio law.

The County’s obligation to make payments to the Developer for Qualifying Costs under this Agreement, and the accrual of interest on those Qualifying Costs, as provided in this Agreement, commences when the County receives a Cost Certificate, provided by the Developer, for those Qualifying Costs substantially in the form attached as Exhibit C (each, a “Cost Certificate”), which Cost Certificate is subject to approval by the Economic Development Director as properly payable under the TIF Resolution and this Agreement. The Economic Development Director may require such evidence of the Qualifying Costs as is reasonably necessary for the Economic Development Director to determine the nature of the Public Infrastructure Improvements and confirm payment of the Qualifying Costs by the Developer or its designee. Interest shall not accrue during any period of delay in approval of the Cost Certificate if the delay arises from a failure by the Developer to provide sufficient evidence for the Economic Development Director to determine the nature of the cost as a Public Infrastructure Improvement.

The Economic Development Director may approve a Cost Certificate as properly payable in whole or in part or may disapprove a Cost Certificate as properly payable in whole or in part. If the Economic Development Director disapproves any Qualifying Costs in a Cost Certificate, the Economic Development Director will provide, within thirty (30) days of receipt of the Cost Certificate, a written explanation of why those Qualifying Costs were not approved and provide the Developer reasonable opportunity to correct any deficiencies.

The Developer may request a written determination by the Economic Development Director in advance of expenditures for any Public Infrastructure Improvements that, upon making those expenditures and documenting those expenditures to the satisfaction of the Economic Development Director, those

TUESDAY, SEPTEMBER 20, 2022
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

expenditures will be eligible for reimbursement as Qualifying Costs under the TIF Resolution and this Agreement. Any request made pursuant to this provision shall not be unreasonably denied by the Economic Development Director, and the Economic Development Director shall make a determination on each request within thirty (30) days of receiving that request. The Economic Development Director shall not reject any portion of the Qualifying Costs identified on a Cost Certificate on the basis that those Qualifying Costs are not reimbursable under the TIF Resolution and this Agreement if the Economic Development Director has made a prior written determination that those Qualifying Costs are reimbursable pursuant to this provision.

The County agrees that it will respond to all communications with the Developer in a timely manner, and County approvals under this Agreement shall not be unreasonably conditioned, withheld or delayed.

Notwithstanding any other provision of this Agreement, the County's payment obligations hereunder are limited to the monies in the TIF Fund and do not constitute an indebtedness of the County, the State of Ohio, or any other political subdivision thereof, within the provisions and limitations of the laws and the Constitution of the State of Ohio, and the Developer does not have the right to have taxes or excises levied by the County, the State of Ohio, or any other political subdivision thereof for the payment of the Qualifying Costs and accrued interest.

Section 7. Representations of the Parties. The Developer hereby represents that it has full power and authority to enter into this Agreement and carry out its terms. The County hereby represents that the TIF Resolution was passed by the Commissioners on September 20, 2022 and remains in full force and effect, that it hired the Economic Development Director pursuant to Section 307.07 of the Ohio Revised Code, that this Agreement is authorized by the TIF Resolution, and that the County has full power and authority to enter into this Agreement, to carry out its terms and to perform its obligations hereunder and thereunder. The County further represents and warrants that it shall not take action which would result in a reduction in the period of the TIF Exemption, the percentage of the TIF Exemption, or the amount of Service Payments to be received and made available to pay the Qualifying Costs of the Public Infrastructure Improvements unless such action shall be permitted by law and not inconsistent with the County's obligations under this Agreement.

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

Section 9. Nondiscriminatory Hiring Policy. The Developer, as Owner, agrees for itself and each successive Owner to comply with the County's nondiscriminatory hiring policy adopted pursuant to Ohio Revised Code Section 5709.832 to ensure that recipients of tax exemptions practice nondiscriminatory hiring in their operations. The County will provide a copy of that policy and any updates to that policy to the Developer and each Owner. In furtherance of that policy, the Developer agrees for itself and each successive owner that they will not deny any individual employment solely on the basis of race, religion, sex, disability, color, national origin or ancestry.

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

TUESDAY, SEPTEMBER 20, 2022
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

subcontractors receive notification of changes in prevailing wage rates as required by that Chapter 4115.

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

Section 12. Notices. Except as otherwise specifically set forth in this Agreement, all notices, demands, requests, consents or approvals given, required or permitted to be given hereunder must be in writing and will be deemed sufficiently given if actually received or if hand-delivered or sent by recognized, overnight delivery service or by certified mail, postage prepaid and return receipt requested, addressed to the other party at the address set forth in this Agreement or any addendum to or counterpart of this Agreement, or to such other address as the recipient has previously notified the sender of in writing, and will be deemed received upon actual receipt, unless sent by certified mail, in which event such notice will be deemed to have been received when the return receipt is signed or refused. The parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, certificates, requests or other communications must be sent. The present addresses of the parties follow:

(a) To the Developer at: VTRE Development, LLC
950 Goodale Boulevard, Suite 100
Columbus, Ohio 43212
Attention: Andrew R. Weeks

With a copy to: Vorys, Sater, Seymour and Pease LLP
52 E. Gay Street
Columbus, OH 43215
Attention: Scott J. Ziance

(b) To the County at: Pickaway County Planning and Development
139 West Franklin Street
Circleville, OH 43113
Attention: Development Director

With a copy to: Frost Brown Todd LLC
10 W. Broad Street, Suite 2300
Columbus, OH 43215-3484
Attention: Thad Boggs

Section 13. Successors; Assignment; Amendments; County Consents. This Agreement will be binding upon the parties hereto and their successors and assigns. Each Owner's obligations under this Agreement that are identified as obligations of the Owner (rather than obligations of the Developer), including, without limitation, its obligation to make Service Payments with respect to each Parcel it owns, are absolute and unconditional covenants running with the land and are enforceable by the County. Each Owner further agrees that all covenants herein, including, without limitation, its obligation to make Service Payments, whether or not these covenants are included by any Owner of any Parcel in any deed or instrument of conveyance to that Owner's successors and assigns, are binding upon each subsequent owner and are enforceable by the County. Any future Owner of any Parcel, or any successors or assigns of such Owner, will be treated as an Owner for all purposes of this Agreement.

The parties may only assign this Agreement with the consent of all parties hereto, which consent shall not be unreasonably withheld; provided, however, the Developer may, without the consent of the County, assign its rights and obligations under this Agreement to any entity controlling, controlled by, or under common control with the Developer and (i) in which the Developer has at least 50% direct or indirect ownership; (ii) that has at least 50% direct or indirect ownership of the Developer; or (iii) that shares at least 50% direct or indirect common ownership with the Developer. Nothing in this Agreement prevents an Owner from transferring any or all of its interest in the Parcels to another person or entity. This Agreement

TUESDAY, SEPTEMBER 20, 2022
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

may only be amended by written instrument executed by all parties to this Agreement. Any consent of the County to be given under this Agreement may be given by the [County Administrator] and must be given in writing.

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

Section 15. Events of Default and Remedies.

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

- (i) The Developer or the County fails to perform or observe any material obligation punctually and as due under this Agreement, provided that if a Force Majeure (as such term is defined below) event causes the failure, the Developer or County may receive an additional period of time as is reasonably necessary to perform or observe the material obligation in light of the event if it notifies the other of the potential event and the extent of the delay promptly after becoming aware of the event;
- (ii) The Developer or the County makes a representation or warranty in this Agreement that is materially false or misleading at the time it is made;
- (iii) The Developer files a petition for the appointment of a receiver or a trustee with respect to it or any of its property;
- (iv) The Developer makes a general assignment for the benefit of creditors;
- (v) A court enters an order for relief pursuant to any Chapter of Title 11 of the U.S. Code, as the same may be amended from time to time, with the Developer as debtor; or;
- (vi) The Developer files an insolvency proceeding with respect to itself or any proceeding with respect to itself for compromise, adjustment or other relief under the laws of any country or state relating to the relief of debtors;

As used in this Section, "Force Majeure" means any event that is not within the control of a party or its affiliates, employees, contractors, subcontractors or material suppliers that delays performance of any obligation under this Agreement including, but not limited to, the following acts: acts of God; fires; epidemics; pandemics; landslides; floods; strikes; lockouts or other industrial disturbances; acts of public enemies; acts or orders of any kind of any governmental authority; insurrections; riots; civil disturbances; arrests; explosions; breakage or malfunctions of or accidents to machinery, transmission pipes or canals; partial or entire failures of utilities; shortages of labor, materials, supplies or transportation; lightning, earthquakes, hurricanes, tornadoes, storms or droughts; periods of unusually inclement weather or excessive precipitation; or orders or restraints of any kind of the government of the United States or of the State (and in the case of a Force Majeure claim by a Developer, the County or any departments, agencies, political subdivisions or officials that are not in response to a violation of law or regulations).

B. General Right to Cure. In the event of any Event of Default in or breach of this Agreement, or any of its terms or conditions, by any party hereto, the defaulting party will, upon written notice from the other, proceed, as soon as reasonably possible, to cure or remedy such Event of Default or breach, and, in any event, within thirty (30) days after receipt of such notice. In the event such Event of Default or breach is of such nature that it cannot be cured or remedied within said thirty (30) day period, then in such event the defaulting party will upon written notice from the other commence its actions to cure or remedy said breach within said thirty (30) day period, and proceed diligently thereafter to cure or remedy said breach.

TUESDAY, SEPTEMBER 20, 2022
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

C. Remedies. If a defaulting party fails to cure any Event of Default pursuant to paragraph (B) of this Section, a party may institute such proceedings against the defaulting party as may be necessary or desirable in its opinion to cure and remedy such default or breach. Such remedies include, but are not limited to: (i) instituting proceedings to compel specific performance by the defaulting party, (ii) suspending or terminating the obligations of the non-defaulting party under this Agreement, provided the aggrieved party must provide thirty (30) days' notice of any termination to the defaulting party and provided further that the aggrieved party must rescind the termination notice and not terminate the Agreement if the defaulting party cures all Events of Default within a reasonable time thereafter, and (iii) any other rights and remedies available at law, in equity or otherwise to collect all amounts then becoming due or to enforce the performance of any obligation under this Agreement. The obligations of the County may be enforced to the extent permitted by law by mandamus or any suit or proceeding in law or equity.

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

Section 17. Separate Counterparts; Captions. This Agreement may be executed by the parties hereto in one or more counterparts or duplicate signature pages, each of which when so executed and delivered will be an original, with the same force and effect as if all required signatures were contained in a single original instrument. Any one or more of such counterparts or duplicate signature pages may be removed from any one or more original copies of this Agreement and annexed to other counterparts or duplicate signature pages to form a completely executed original instrument. Captions have been provided herein for the convenience of the reader and shall not affect the construction of this Agreement.

Section 18. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the matters covered herein and supersedes prior agreements and understandings between the parties.

Section 19. Governing Law and Choice of Forum. This Agreement will be governed by and construed in accordance with the laws of the State of Ohio. All claims, counterclaims, disputes and other matters in question among the County, its employees, contractors, subcontractors and agents, the Developer, its employees, contractors, subcontractors and agents arising out of or relating to this Agreement or its breach will be decided in a court of competent jurisdiction within the County of Pickaway, State of Ohio.

Section 20. Additional Documents. The County, the Developer, and their respective successors, assigns and transferees agree to execute any further agreements, documents, or instruments as may be reasonably necessary to fully effectuate the purpose and intent of this Agreement.

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

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

Attest: Angela Karr, Clerk

TUESDAY, SEPTEMBER 20, 2022
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

In the Matter of
Weekly Dog Warden Report:

The weekly report for the Wright Poling/Pickaway County Dog Shelter was filed for week ending September 17, 2022.

A total of \$505 was reported being collected as follows: \$165 in dog licenses; \$75 in dog license late penalty; \$40 in owner turn-in; \$200 in adoptions and \$25 in micro-chip fees.

Six (6) stray dogs were processed in; five (5) dogs were adopted.

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

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

Jay H. Wippel, President

Harold R. Henson, Vice President

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

Attest: Angela Karr, Clerk