

**TUESDAY, APRIL 16, 2024**  
**OFFICE OF THE BOARD OF COMMISSIONERS**  
**PICKAWAY COUNTY, OHIO**

The Pickaway County Board of Commissioners met in Regular Session in their office located at 139 West Franklin Street, Circleville, Ohio, on Tuesday, April 16, 2024, with the following members present: Mr. Jay H. Wippel, Mr. Harold R. Henson, and Mr. Gary K. Scherer. April Dengler, County Administrator, was also in attendance.

**In the Matter of**  
**Minutes Approved:**

Commissioner Gary Scherer offered the motion, seconded by Commissioner Harold Henson, to approve the minutes from April 9, 2024, with corrections.

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

Attest: Angela Karr, Clerk

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

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

BE IT RESOLVED, that the bills have been found to be properly filed and their respective vouchers shall be cross-referenced to the approving pages dated April 16, 2024, in the Commissioners' Voucher Journal, the date in which checks will be cut; then,

BE IT FURTHER RESOLVED, that the Board of Pickaway County Commissioners orders the Auditor of Pickaway County, Ohio, to draw his warrant on this entry in the amount of \$401,770.02 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 Harold Henson offered the motion, seconded by Commissioner Gary Scherer, 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 April 16, 2024, in the Commissioners' Voucher Journal, the date in which checks will be cut; then,

BE IT FURTHER RESOLVED, that the Board of Pickaway County Commissioners, as Taxing Authority are authorizing the Auditor of Pickaway County, Ohio, to draw his warrant on this entry in the amount of \$27,123.70 on the County Treasurer to satisfy the same.

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

Attest: Angela Karr, Clerk

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**In the Matter of**  
**Appropriations Approved:**

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

**\$43,557.81 – 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 Harold Henson offered the motion, seconded by Commissioner Gary Scherer, to approve the following requests for TRANSFER AND REAPPROPRIATIONS:

**\$43,557.81 – 101.1105.5703 – Contingencies – Commissioners**  
**TO**

**101.1105.5497 – Brownfield Contract Services – Commissioners**

**\$7000.00 – 101.5010.5402 – Contracts & Repairs – Veterans Services**  
**TO**

**101.5011.5439 – Burials – Veteran Services**

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

Attest: Angela Karr, Clerk

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

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

**\$33,322.38 – 101.1105.5609 – ALGT Interest – Treasurer**  
**TO**

**201.0000.4705 – ALGT Interest – Treasurer**

**\$7,241.13 – 101.1105.5610 -Motor Vehicle Tax Interest – Treasurer**  
**TO**

**202.0000.4706 – Motor Vehicle Tax Interest - Treasurer**

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 Mike Sherron:**

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

- This week OEMA Spring Conference (Columbus), Fire Chiefs Association Meeting, Rickenbacker Air Show Planning Meeting and LEPC Exercise.

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- Next week State 911 Steering Committee Meeting and OEMA Spring Conference (Tuesday/Wednesday).
- General Information
  - Run card project continuing.
  - Critical Incident Debriefing project continues – developing relationship with Scioto Valley Peer Assistance Team.
  - Disaster Relief Fund – Received organizing documents from Dayton Foundation – Reviewing.
  - County Fair. Will be developing a Fairgrounds drone policy for your review in the coming weeks.
  - School safety plans – Received TVSD’s. Reviewed and will be providing feedback in conjunction with other agencies.
  - Attending Circleville’s Public Safety Committee meeting to answer any questions about the 911 Final Plan.
- EMA Projects
  - Futurity Orion Software – working with vendor to develop some enhanced capabilities.
  - PCSO fiber connection conversion –
  - Homeland Security grant of \$58,804 to purchase PPE for law enforcement – approved by OEMA, coordinating with LE agencies for numbers to purchase. Determining the number of SWAT trained officers are in the county to guide purchasing of PPE.
  - Excess Equipment: Working to distribute portable radios to departments who can use them for trade-in credit on new equipment.
  - Replacement of ARES repeaters with County-owned equipment – getting quotes.
  - School safety planning – Scheduling dates with Ashville and Walnut Elementary Schools and ESC Alternative School.
  - Submitted Circleville PSAP documents for submission to Ohio 911 Program Office awaiting review from the State.
  - 911 Committee: Meeting scheduled for April 23.
- Issues requiring Commissioners Support/Notification: Discussion of 911 Final Plan.

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

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

- Mr. Schumacker reported that they are housing 16 dogs. There were 14 visitors to the shelter last week and 8 volunteers.
- Partner for Paws April 20<sup>th</sup> fundraiser and YMCA Career Day April 20<sup>th</sup>.
- The Shelter will be closed Thursday, Friday, and Saturday.

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

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

- Planning Commission: Planning Commission: May 14<sup>th</sup> Agenda
- Outstanding Plats:
  - Navah Place – Cul-de-sac, Walnut Township, need proof of bond before final approval can be granted.
- Lot Splits:
  - Approved 2 lot splits in the last week, 6 open applications currently.
- CDBG:
  - Tarlton Critical Infrastructure – Project funding is short \$56,718.50
    - Proposed inspection fee -- \$42,206
    - Remaining if inspection fee is removed -- \$14,512.50
  - Updated PY2024 List for review
- Graham Ravines Subdivision Discussion

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

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

- There were no BWC claims filed this week. One unemployment claim was filed this week for the Clerk of Courts. Fraudulent unemployment claims remain at 2 fraudulent and 2 legit claims for 2024.
- Bio screening on-site event today at JFS (50 scheduled attendees). On-site event scheduled for April 18<sup>th</sup> at the Pickaway County Sheriff’s Office.
- One new hire packet was sent out last week (Auditor’s Office). A total of 38 new hire packets have been handed out in 2024. The part-time custodial positions were posted with no applicants. Dog Shelter Kennel Attendant position posted with six applications received with three interviews pending. EMA Communications Technician Position re-posted with no applicants received.
- Maintenance:
  - Generator – Dog Shelter will not auto start. Generator Systems to re-service.
  - Last week’s approved quotes all items have been ordered and repairs pending.
  - Tower Decommissions- work to start April 15<sup>th</sup>. Estimate one week duration for both towers. Starting with SR 56 tower then Dog Shelter tower second. No change.
  - Plumbing and HVAC repairs across the county continue.
  - Continued work on jail plumbing and light replacement (LED).
- Miscellaneous:
  - Fairgrounds rental calendar for April 2024.

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

The monthly report for the Pickaway County Building Department was filed for the month ending March 2024.

A total of \$144,231.24 was reported being collected as follows:

| <b>Permits</b>                           |            |              |
|--|------------|--------------|
| Registration                             | 28         | \$2,175.00   |
| Commercial                               | 13         | \$128,049.79 |
| Residential                              | 68         | \$144,231.24 |
| <b>Total Inspections Performed</b>       |            |              |
| Residential                              | 241        |              |
| Commercial                               | 47         |              |
| City Enforcement                         | 0          |              |
| Terry Haughn                             | 2          |              |
| <b>Total Inspections</b>                 | <b>290</b> |              |
| Residential Plan Review                  | 37         |              |
| Commercial Plan Review                   | 22         |              |
| <b>New Home Permits by Jurisdiction:</b> |            |              |
| Circleville Twp.                         | 2          |              |
| Commercial Point                         | 17         |              |
| Muhlenberg Twp.                          | 1          |              |
| Walnut Twp.                              | 1          |              |
| <b>Total New Homes</b>                   | <b>21</b>  |              |

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

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

- O365 Backup Server configuration – Working with Veeam to resolve licensing issue.
- Upgrading desktops to Windows 11
- Adding microphone to Courtroom AV – no update
- One Drive Sharing – GIS and Engineering are sharing their images with the public.

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- Recorder – Images delayed in copy to website. Worked with Mark and GovOS to resolve. Spectrum configuration found to be the issue. Ticket #ECT83044509
- Print Server replacement
- Juvenile shared calendar – JFS network blocking access to JUV Calendar
- Auditor Vendor meeting
- Building Replacement Server for Engineer Department

**In the Matter of**  
**Pickaway Progress Partners**  
**Development Specialist Position**  
**Job Description Approval:**

Marc Rogols, Deputy County Administrator presented a position description for a Development Specialist position with Pickaway Progress Partners. Said position will be 40 hours a week. Upon discussion Commissioner Gary Scherer offered the motion, seconded by Commissioner Harold Henson, to approve the job description for a full-time Development Specialist position to be held at with Pickaway Progress Partners.

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**  
**Solid Waste Management Plan of the**  
**Ross Pickaway Highland Fayette County**  
**Solid Waste Management District:**

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

**Resolution No.: PC-041624-59**

**Approving the Solid Waste Management Plan of the Ross Pickaway Highland Fayette County**  
**Solid Waste Management District**

**WHEREAS**, the Ross Pickaway Highland Fayette Solid Waste Management District, by its Solid Waste Policy Committee, Has adopted a Solid Waste Management Plan for the District; and

**WHEREAS**, pursuant to Ohio Revised Code Section 3734.55(B), the Board of Commissioners and the legislative authority of each municipal corporation or township under the jurisdiction of the District, must approve or disapprove the Plan by ordinance or resolution; and

**WHEREAS**, the Pickaway County Commissioners, Pickaway County, Ohio have reviewed the Plan and considered it at a duly called meeting; and

**WHEREAS**, the Plan furthers the public interest; and

**NOW BE IT THEREFORE RECOLVED**, that the Solid Waste Management Plan of the Ross Pickaway Highland Fayette Solid Waste Management District, adopted by the Solid Waste Policy Committee on March 14, 2024, is hereby approved.

**AND BE IT FURTHER RESOLVED**, that a copy of this Resolution of Approval shall promptly be delivered, or caused to be delivered, to the Solid Waste Management Policy Committee of the Ross Pickaway Highland Fayette Solid Waste Management District.:

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

Attest: Angela Karr, Clerk

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**In the Matter of**  
**Resolution Approving the Acquisition of Certain Property from the**  
**Pickaway County Educational Service Center, and Transfer of said**  
**Property to the Circleville-Pickaway Community Improvement**  
**Corporation DBA Pickaway Progress Partnership:**

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

**Resolution No.: PC-041624-60**

**A RESOLUTION TO APPROVE THE ACQUISITION OF CERTAIN PROPERTY**  
**FROM THE PICKAWAY COUNTY EDUCATIONAL SERVICE CENTER, AND**  
**TRANSFER OF SAID PROPERTY TO THE CIRCLEVILLE-PICKAWAY COMMUNITY**  
**IMPROVEMENT CORPORATION dba PICKAWAY PROGRESS PARTNERSHIP**

- A. The Board of Pickaway County Commissioners (the "County"), previously designated 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.
- B. The County and the CIC previously entered into an agreement, 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 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 Governing Board of the Pickaway County Educational Service Center ("ESC") owns certain real property located on located on 2050 Stoneridge Drive, City of Circleville, Pickaway County, Ohio, known as tax parcel number A3400020001700, containing approximately 2.099 acres (the "Property").
- D. The ESC recently determined, or soon will determine, by Resolution, that the Property is not needed for school purposes and that the ESC 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 ESC 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 "ESC Agreement").
- G. The county further desires to enter into that certain Agency 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 ESC Agreement) received by the County in connection with the eventual disposition of the Property.
- I. Said conveyance of the Property by the CIC, on behalf of the County, to a third party 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 ESC pursuant to the terms and conditions of the ESC 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.

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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 ESC 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 ESC.

Section 6. The County hereby sets the service fee for this transaction to be retained by the CIC to be Five Thousand dollars (\$5,000.00) 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 Full Circle Holdings, LLC, a Delaware limited liability company ("Purchaser"), which amount the CIC shall require the Purchaser to pay at closing.

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 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.

**EXHIBIT A**

**ESC Agreement - Resolution No. PC-041624-61**

**EXHIBIT B**

**CIC Agreement – Resolution No. PC-041624-62**

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

Attest: Angela Karr, Clerk

**In the Matter of**  
**Resolution Approving the Purchase and Sale Agreement**  
**With Pickaway County Board of Commissioners and**  
**Pickaway County Educational Service Center:**

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

**Resolution No.: PC-041624-61**

**PURCHASE AND SALE AGREEMENT**  
**COUNTY AND ESC**

**THIS PURCHASE AND SALE AGREEMENT** (this "Agreement" or "ESC Sale Agreement"), dated as of April 16, 2024 (the "Effective Date"), is between the **GOVERNING BOARD OF THE PICKAWAY COUNTY EDUCATIONAL SERVICE CENTER**, a local school district and political subdivision of the State of Ohio (hereinafter referred to as "ESC") 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. The ESC is the fee owner of certain real property located on 2050 Stoneridge Drive, City of Circleville, Pickaway County, Ohio (tax parcel number A3400020001700), containing approximately 2.099 acres as more particularly described on Exhibit A attached hereto, and all rights and appurtenances

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pertaining thereto including, without limitation, all right, title and interest of ESC 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 (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 ESC to the County. The Land, the Improvements and all such other rights, interests and properties are collectively called the “Property”.

B. ESC 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 ESC subject and pursuant to the terms and conditions contained herein.

E. ESC 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 ESC 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), ESC shall sell to County, and County shall purchase from ESC, all of ESC’s right, title and interest in and to the Property.
2. Purchase Price; ESC 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 (dba Pickaway Progress Partnership) (the “CIC”) acting as the agent of the County to a purchaser identified by the CIC (“Purchaser”). 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 Nine-Hundred Thousand and no/100 Dollars (\$900,000.00) (“Purchase Price”), resulting in net proceeds to the ESC of such amount less any applicable prorations required to be paid by the CIC at the closing with the Purchaser, and any closing costs approved by the ESC prior to closing (the “Net Proceeds”). Unless otherwise agreed to by the ESC in writing, the ESC 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 Purchaser;
  - b. In addition to the Purchase Price, the County, through the CIC as its agent, shall cause the Purchaser to pay or reimburse, as applicable, all documented reasonable out-of-pocket fees and expenses of the CIC and the County in connection with the closings of the acquisition and conveyance of the Property from the ESC to the County pursuant to the ESC Sale Agreement and from the Seller, as agent for the County, to the purchaser pursuant to the CIC Purchase and Sale Agreement, including but not limited to an administrative fee in the amount of Five Thousand Dollars (\$5,000) to be paid to the CIC, all title fees, transfer taxes, recording fees, and the like, but expressly excluding all brokerage commissions and the cost of removal or cure of title objections that Seller has agreed or is required to remove or cure. If not paid earlier, all such fees shall be paid at the respective closings. The County and the CIC shall not incur any expenses associated with the transactions contemplated herein nor shall the ESC be obligated



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to pay any cost incurred by the County or the CIC in connection with the transactions described herein;

- c. The final form of any purchase and sale agreement proposed by the County, through the CIC as its agent, with the Purchaser (herein, the "CIC Purchase and Sale Agreement"), shall be approved by the ESC in advance of the execution of the same by the CIC. In this regard, the ESC 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 \_\_\_\_\_, located at \_\_\_\_\_, Attn: \_\_\_\_\_ (the "Title Company"), on or before the date that is 30 days after the expiration or earlier termination of the Review Period as defined in the CIC Purchase and Sale Agreement (the "Outside Closing Date"), unless the same is extended by mutual written agreement of the ESC and the County. The ESC and the County agree that the Closing will occur contemporaneously with the closing on the sale to the Purchaser 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.

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 Purchaser shall have the right, at no cost to the ESC, 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 Purchaser, then the County's obligations to purchase the Property from the ESC 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 Purchaser 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 ESC 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 ESC shall convey a marketable title to the County by limited warranty deed ("Deed"). The ESC 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 Purchaser'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 hand delivery, electronic mail 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 such 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: 740-474-6093

ESC:

Governing Board of the Pickaway  
County Educational Service Center  
2050 Stoneridge Dr.  
Circleville, OH 43113  
Attn: Kristin O'Dell, Treasurer  
Phone: 740-474-7529

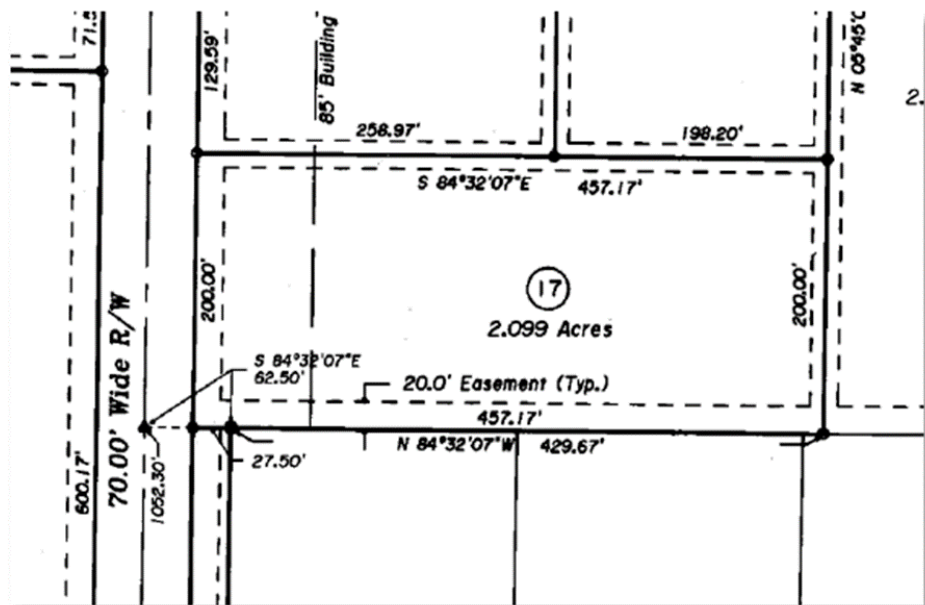
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Email: adengler@pickawaycountyohio.gov    Email: kristin.odell@pickawayesc.org

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

**EXHIBIT A**

**Property**



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

Attest: \_\_\_\_\_  
Angela Karr, Clerk

**TUESDAY, APRIL 16, 2024**  
**OFFICE OF THE BOARD OF COMMISSIONERS**  
**PICKAWAY COUNTY, OHIO**

**In the Matter of**  
**Resolution Approving the Agency Agreement**  
**Regarding Acquisition and Sale of Property with**  
**Pickaway County Board of Commissioners and**  
**Circleville-Pickaway Community Improvement Corporation**  
**DBA Pickaway Progress Partnership:**

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

**Resolution No.: PC-041624-62**

**AGENCY AGREEMENT REGARDING**  
**ACQUISITION AND SALE OF PROPERTY**

**THIS AGENCY AGREEMENT REGARDING ACQUISITION AND SALE OF PROPERTY** (this "Agreement" or "County Agency Agreement") is made and entered into as of the 16th day of April, 2024 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 dba the PICKAWAY PROGRESS PARTNERSHIP** (the "CIC"); the CIC is acting hereunder as the agent of the County, 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 Governing Board of the Pickaway County Educational Service Center (the "ESC") is the fee owner of certain real property located on 2050 Stoneridge Drive, City of Circleville, Pickaway County, Ohio (tax parcel number A3400020001700), containing approximately 2.099 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 ESC 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 ESC to the County. The Land, the Improvements and all such other rights, interests and properties are collectively called the "Property".

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

E. The ESC and the County have entered into a Purchase and Sale Agreement dated \_\_\_\_\_, 2024 ("ESC Sale Agreement") pursuant to which the ESC agreed to sell the Property to the County and the County agreed to acquire the Property from the ESC 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 renovation and use of the Property would be useful to advance the Objectives.

**TUESDAY, APRIL 16, 2024**  
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**PICKAWAY COUNTY, OHIO**

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 renovation and use 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**

2. Acquisition and Sale of Property. The CIC shall enter into an agreement to sell the Property for its ultimate renovation and use consistent with the Objectives to Full Circle Holdings, LLC (“Full Circle”) on substantially the same terms and conditions as set forth in the Real Estate Purchase and Sale Agreement between the CIC, as agent of the County, and Full Circle, 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 Nine Hundred Thousand and no/100 Dollars (\$900,000.00) payable by Full Circle at Closing (“Purchase Price”);
- b. In addition to the Purchase Price, the CIC shall cause Full Circle and/or the ESC to pay at Closing, as applicable, all documented reasonable out-of-pocket fees and expenses of the CIC and the County in connection with the closings of the acquisition and conveyance of the Property from the ESC to the County pursuant to the ESC Sale Agreement and from the Seller, as agent for the County, to Full Circle pursuant to the CIC Purchase and Sale Agreement, including but not limited to an administrative fee in the amount of Five Thousand Dollars (\$5,000) to be paid to the CIC, all title fees, transfer taxes, recording fees, and the like, but expressly excluding all brokerage commissions and the cost of removal or cure of title objections that Seller has agreed or is required to remove or cure. If not paid earlier, all such fees shall be paid at the respective closings. The County and the CIC shall not incur any expenses associated with the transactions contemplated herein nor shall the ESC be obligated to pay any cost incurred by the County or the CIC in connection with the transactions described herein; 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 ESC in advance of the execution of the same by the CIC. In this regard, the ESC may direct the County and the CIC to decline to execute the CIC Purchase and Sale Agreement for any reason in its sole judgment.

3. CIC is Agent of County. 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 Full Circle described therein and herein (the “Closing”). .

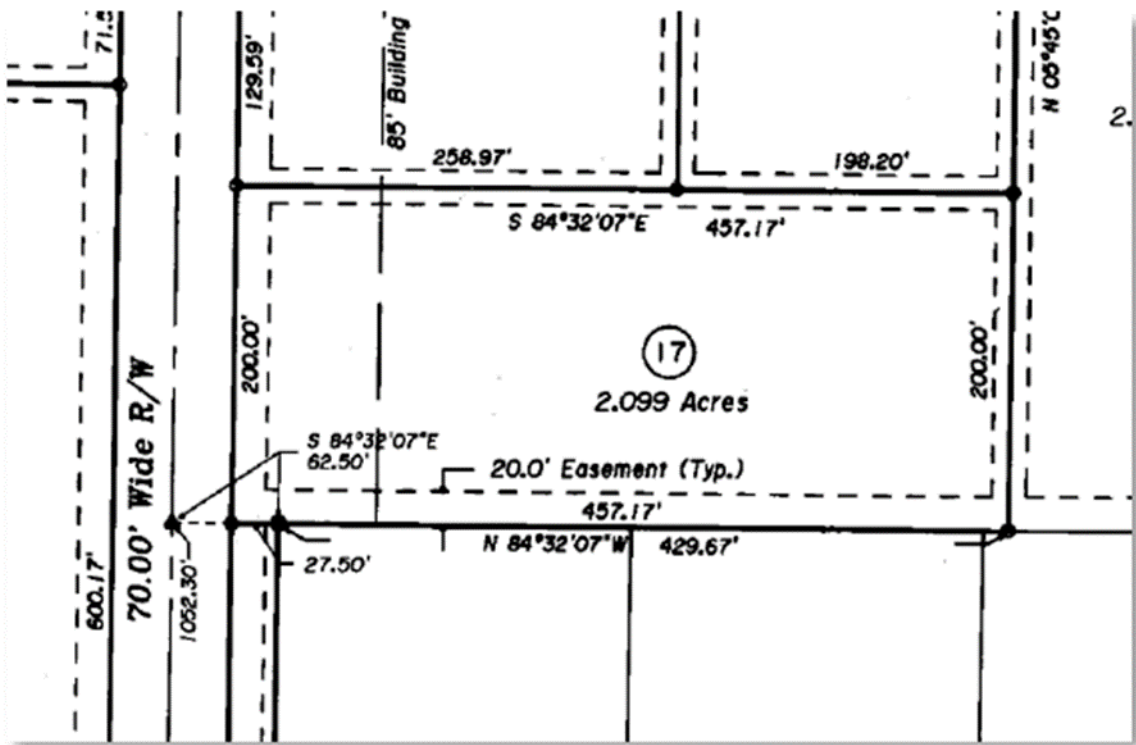
4. Contemporaneous Closings. The obligations of the County to close on the acquisition of the Property from the ESC is conditioned upon the contemporaneous Closing on the purchase of the Property by Full Circle from the County, through the CIC as agent. Proceeds of the sale in the minimum amount of the Purchase Price under the CIC Purchase and Sale Agreement shall be disbursed to the ESC on the County’s behalf in consideration of the purchase price owed by the County to the ESC under the ESC Sale Agreement. In the event the CIC Purchase and Sale Agreement is terminated prior to the Closing with Full Circle, the ESC Sale Agreement automatically shall terminate and the County shall be released of all obligations thereunder to acquire the Property from the ESC, and the CIC shall be released of its obligations hereunder to consummate the Closing with Full Circle under the CIC Purchase and Sale Agreement.

**TUESDAY, APRIL 16, 2024  
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PICKAWAY COUNTY, OHIO**

5. 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.

**EXHIBIT A**

**Property**



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

Attest: \_\_\_\_\_  
Angela Karr, Clerk

**In the Matter of  
Resolution Approving the Acquisition of Certain Property from the  
Pickaway County Educational Service Center, and Transfer of said  
Property to the Circleville-Pickaway Community Improvement  
Corporation DBA Pickaway Progress Partnership:**

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

**Resolution No.: PC-041624-63**

**REAL ESTATE PURCHASE AND SALES AGREEMENT**

**THIS REAL ESTATE PURCHASE AND SALES AGREEMENT ("Agreement") is made as of \_\_\_\_\_, 2024, (the "Effective Date"), by and between, between the FULL CIRCLE HOLDINGS, LLC, an Ohio for-profit limited liability company ("Buyer"), and the CIRCLEVILLE-**

**TUESDAY, APRIL 16, 2024**  
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**PICKAWAY COUNTY, OHIO**

**PICKAWAY COMMUNITY IMPROVEMENT CORPORATION dba PICKAWAY PROGRESS PARTNERSHIP** (the “CIC”), a non-profit corporation organized pursuant to Ohio Revised Code Chapter 1724, acting as agent to the Board of County Commissioners of Pickaway County, Ohio (the “County”), (hereinafter referred to as the “Seller”).

**RECITALS**

A. The Governing Board of the Pickaway County Educational Service Center (the “ESC”) is the fee owner of the land consisting of approximately 2.099 acres, more or less, situated at 2050 Stoneridge Drive in the City of Circleville, County of Pickaway, State of Ohio (the “Property”), which is more particularly described on Exhibit A attached hereto and incorporated by reference.

B. The ESC recently determined that the Property was not needed for school purposes and that the ESC as no present or probably future need for the Property.

C. The ESC and the Board of County Commissioners of Pickaway County, Ohio (the “County”) have entered into a Purchase and Sale Agreement dated \_\_\_\_\_ (the “ESC Sale Agreement”) pursuant to which the ESC agreed to sell the Property to the County and the County agree to acquire the Property from the ESC.

D. The County, by Resolution, has determined that the acquisition and the ultimate use of the Property by Buyer and its affiliated entity, Hope Valley Recovery, for expansion of its existing [residential-based alcohol and substance addiction recovery center and supportive housing facility] at 2065 Stoneridge Drive, Circleville (the “Existing Recovery Services”), will promote the welfare of the people of the County, stabilize the economy, and provide employment by preserving and expanding jobs and promoting health and wellness in Pickaway County, Ohio and the surrounding region and have entered into that certain Agreement Regarding Acquisition and Sales of Property dated \_\_\_\_\_ (the “County Agency Agreement”) pursuant to which the County has authorized Seller to sell the Property upon the County’s acquisition of the Property from the ESC and the satisfaction of the conditions set out herein.

E. Subject to the acquisition of the Property by the County pursuant to the ESC Sales Agreement, Purchaser desired to acquire the Property from the Seller and to renovate and use the Property for expansion of the Existing Recovery Services (the “Project”) pursuant to the terms and conditions contained herein.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows.

**TERMS AND CONDITIONS**

**DEFINITIONS.** Certain terms used herein are defined below; other terms are defined within the text of this Agreement. Any word used in this Agreement shall be construed to mean either singular or plural as indicated by the number of signatures at the end of this Agreement.

Closing shall mean the consummation of the purchase and sale of the Property in accordance with the terms and conditions of this Agreement.

Earnest Money Deposit shall mean the One Thousand and 00/100 Dollars (\$1,000.00) deposit on the Purchase Price given by Buyer to the Title Company (defined below).

Effective Date of this Agreement shall be the date on which the last party to sign executes this Agreement, as recorded on page one of this Agreement.

Purchase Price shall mean the Purchase Price for the Property of Nine Hundred Thousand and 00/100 Dollars (\$900,000.00).

Permitted Exceptions are those items described in Section 5 hereof.

Review Period shall mean a period of ninety (90) days following the Effective Date of this Agreement.

Title Company shall mean Commonwealth Suburban Title Agency, Inc., located at 3620 Stutz Drive, Suite A, Canfield, OH 44406, Attn: Nicolas A. Bourne, whose phone number is 330-965-2290 x103 and email address is nick@commonwealthsuburban.com.

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2. **PURCHASE AND SALE OF PROPERTY.** Subject to the terms and conditions set forth herein, Seller hereby agrees to sell the Property to Buyer, and Buyer hereby agrees to purchase the Property from Seller.

**PURCHASE PRICE.** The Purchase Price for the Property shall be payable in the following manner.

**Earnest Money Deposit.** Within ten (10) days after the Effective Date, Buyer will deposit with the Title Company the Earnest Money Deposit, which deposit the Title Company shall hold or distribute to Seller in accordance with Section 4 hereof. The Earnest Money Deposit, made by Buyer, shall be applied to the Purchase Price at Closing, or at Buyer's option, returned to Buyer at Closing.

**Balance of Purchase Price.** The balance of the Purchase Price, subject to such adjustments including the escrow as set forth below, credits, deductions and prorations, if any, as required herein, shall be paid in cash at Closing.

**DUE DILIGENCE CONTINGENCIES; REVIEW PERIOD.**

**Review Period.** During the Review Period, Buyer may conduct review, inspection, and feasibility studies of the Property and its usefulness for Buyer's intended purposes, and may pursue obtaining any approvals, consents and agreements, including financing arrangements, as Buyer deems necessary or appropriate in Buyer's sole judgment.

**Termination.** If Buyer determines for any reason in Buyer's sole judgment that the Property is not suitable in any respect, Buyer may terminate this Agreement by delivering written notice of termination to Seller on or before the expiration of the Review Period. Upon such termination, the Deposit shall be returned to Buyer, together with any accrued interest thereon. In the event that Buyer shall fail to close the purchase of the Property as required after all conditions are met or waived by Buyer, the Deposit shall be forfeited to Seller.

4.3 **Specific Review Items.** Without limiting the scope or extent of Buyer's review of the Property as described in 4.1 above, the satisfaction or waiver of each of the following conditions shall be included among the items to be reviewed by Buyer during the Review Period and shall be conditions precedent to Buyer's obligations hereunder:

**Title and Survey.** During the Review Period, Buyer may obtain, at Buyer's expense, a commitment for an owner's fee title insurance policy ("Commitment") from the Title Company. In addition, Buyer may obtain, at Buyer's expense, a survey of the Property ("Survey") during the Review Period, which survey shall depict all easements, available utility service, encroachments, rights-of-way and other matters of record pertaining to or affecting the Property plotted thereon and showing the location, area and dimensions of all improvements, easements, streets, roads, railroad spurs, flood hazards and alleys on or abutting the Property, and providing the legal description of the Property, prepared and certified in accordance with the ALTA minimum Standards for Ohio Land Title Surveys. If the Commitment and/or Survey shows that the Property is unmarketable, or is subject to matters other than the Permitted Exceptions, or otherwise reveal issues that are unsuitable for Buyer's intended use in Buyer's sole opinion, Buyer shall deliver written notice of such defect to Seller within fifteen (15) days following the receipt of the Commitment and Survey. Seller, at Seller's sole cost shall have the option to remedy or remove such unacceptable exceptions prior to the expiration of the Review Period. If Seller cannot or will not remedy or remove such unacceptable exceptions on or before the expiration of the Review Period, Seller shall so notify Buyer in writing prior to the expiration of the Review Period. Buyer thereafter may either waive such unacceptable exceptions or may cancel this Agreement as provided for in Section 4.2 hereof. Notwithstanding the foregoing, (i) any monetary liens and encumbrances shall be paid for and removed at Closing out of the Purchase Price unless otherwise removed by Seller; (ii) Buyer acknowledges that the Property is subject to a Lease Agreement between the ESC and Ross County Board of Health ("Tenant") dated June 30, 2021 ("Board of Health Lease"), a copy of which Board of Health Lease has been provided to Buyer, which Board of Health Lease expires as of June 30, 2024, but is anticipated to be terminated prior to such date by mutual agreement with the Tenant.

**Physical Inspections.** Inspections by Buyer and Buyer's various agents, including, without limitation, an appraiser, an independent engineer, and Buyer's consultants, design professionals or other contractors, and determination by Buyer in Buyer's sole discretion that the Property is in condition suitable for Buyer's intended use. Such inspections shall study the topography and soil consistency of the Property to confirm that the Property is suitable for Buyer's intended use and, if found to have soil instabilities or be in a flood hazard area, the increased costs associated with the development of the Property are acceptable to the Buyer. In addition, such inspections may include

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inspection for insect infestation, engineering, structural, roofing, heating, plumbing, electrical, mechanical, utility availability, access, traffic, parking, environmental, wetlands and similar matters at Buyer's sole expense, the results of which must be satisfactory to Buyer in its sole discretion.

Zoning and Other Permits. Confirmation by Buyer to Buyer's satisfaction that Buyer has or will be able to obtain all Permits necessary, in Buyer's sole judgment, for the development and operation of the Property for Buyer's intended use for various facilities. "Permits" shall mean all rezoning classifications, zoning modifications, variances, special use permits, special exceptions, and other governmental approvals, investigations and authorizations necessary, in Buyer's sole judgment, to allow Buyer to utilize the Property for Buyer's intended use. Seller and Buyer shall cooperate with each other in seeking the Permits and Seller will join with Buyer in the execution of any applications for Permits of a zoning or use nature, which will not be binding if the Buyer fails to acquire the Property.

Environmental Review. Buyer obtaining, at Buyer's cost, an environmental Phase I audit of the Property satisfactory in form and content to Buyer during the Review Period, confirming that the Property are free of environmental risks and hazardous substances and do not contain wetlands or other governmentally protected or regulated features.

4.4 Prior to Closing. In addition to the due diligence contingencies set out above, Buyer's obligations under this Agreement are conditioned upon the satisfaction, in Buyer's sole discretion, of the following specific conditions prior to the Closing:

No Breach of Representations. There shall be no breach or violation of the representations and warranties made by Seller under this Agreement.

Performance of All Covenants. Seller shall have performed all covenants, agreements, and obligations and complied with all conditions required by this Agreement to be performed or complied with by Seller prior to the Closing, and no default hereunder by Seller shall have occurred and be occurring.

No Title Exceptions. No exceptions to title shall exist except the Permitted Exceptions and acts done or suffered to be done by Purchaser.

No Environmental Condition. No environmental condition shall have first occurred, have been first disclosed, or have first manifested itself subsequent to the Buyer's waiver of such condition or the end of the Review Period, which condition constitutes a Hazardous Substance as defined herein.

Board of Health Lease. Seller shall obtain and deliver to Buyer, as applicable, either (a) a written termination of the Board of Health Lease executed by the Tenant and Seller and evidencing the termination of the Board of Health Lease prior to its June 30, 2024 expiration date; or (b) an estoppel certificate ("Estoppel Certificate") executed by the Tenant certifying to Buyer (i) that the Board of Health Lease is in full force and effect; (ii) that the Board of Health Lease has not been amended (or, if it has, identifying all such amendments); (iii) whether the Board of Health Lease has been assigned by either party; (iv) the expiration date of the Board of Health Lease and any options; (v) the rent and other charges payable by the Tenant; (vi) whether either party is in default in the performance of any terms, covenants, conditions or agreements contained in the Board of Health Lease (and, if either party is in default, specifying the nature of such default); and (vii) such additional facts as may be reasonably required by Buyer.

In the event that any condition described in this Section 4.4 remains unsatisfied as of the Closing, in the Buyer's sole judgment, then the Buyer may elect to proceed with Closing, waiving any such condition, or the Buyer may, by written notice, terminate this Agreement, and shall receive a full and prompt refund of the Earnest Money Deposit, and neither party shall have any further obligations hereunder.

**CONDITION OF TITLE.** At the Closing, Seller shall convey to Buyer, by Limited Warranty Deed, good, merchantable, transferable and insurable fee simple title to the Property, free from all liens, encumbrances, restrictions, rights-of-way and other matters, excepting only the "Permitted Exceptions" as follows: (i) the lien of general real estate taxes and assessments not yet due and payable, subject to proration of taxes as provided herein; (ii) liens or encumbrances of a definite or ascertainable monetary amount which will be paid and discharged in full by or for Seller at or prior to the Closing; and (iii) zoning ordinances and easements covenants, conditions and restrictions of record, if any, not otherwise objected to by Buyer under Section 4.3(a) hereof.



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**SELLER'S COVENANTS.** Seller agrees that:

Within thirty (30) days after the Effective Date, Seller shall provide Buyer with true, complete, and accurate copies of the following:

All leases relating to the Property, including the Board of Health Lease, and other available information relating to any tenancy or lease, including all lease guarantees and all options to renew or extend any lease, payment records and operating statements maintained by Seller or any management company retained by Seller for management of the Building.

The most recent real estate and personal property tax bills relating to the Property.

Utility bills incurred on the Property during the twelve (12) months immediately prior to the date hereof.

The Estoppel Certificate.

Seller shall maintain the Property in the same condition as it is on the date of the Seller's execution of this Agreement and in accordance with all requirements of any governmental authority.

After the Effective Date hereof, and so long as this Agreement remains in effect, Seller shall not encumber the Property or permit the Property to become encumbered with any easements, agreements, concessions, licenses, leases, or other third party rights, except as otherwise may be agreed to by Buyer and Seller from time to time prior to Closing.

Seller shall notify Buyer of any litigation, arbitration, administrative hearing or condemnation proceeding before any court or governmental agency concerning or affecting the Property which is instituted or threatened after the date hereof to the extent the Seller becomes aware of the same.

Seller shall notify Buyer of any violation of any law, code, ordinance, permit, license or restriction applicable to the Property to the extent the Seller becomes aware of the same after the date hereof.

Seller shall not enter into (or consent to) any new lease agreement covering all or any portion of the Property or any renewal or modification to any existing lease, without, in each case, the prior written consent of Buyer.

Seller will not enter into (or consent to) any new agreement or contract with respect to the Property or affirmatively cause or allow any additional liens, encumbrances, covenants, conditions, easements, rights of way or similar matters to be recorded against the Property, without, in each case, the prior written consent of Buyer.

Seller shall not make (or consent to) any alterations or improvements to the Property without Buyer's prior written consent.

**RIGHT OF ENTRY.** After the Effective Date hereof and throughout the term of this Agreement, Buyer and its employees, agents and representatives shall have the right to enter upon the Property to perform tests, investigations and other due diligence regarding the Property, all at Buyer's expense. Tests shall include, but not be limited to soil borings, surveys, drilling and other tests normally performed to determine the suitability of the Property for the Buyer's intended purpose. Buyer shall repair any damage or loss to the property caused by Buyer's investigations and tests. Buyer shall provide Seller, without charge, with copies of any written reports prepared in connection with the Buyer's investigations, which reports Seller shall treat as confidential.

**WARRANTIES AND REPRESENTATIONS.** The Buyer represents and warrants to Seller that Buyer has all requisite power and authority, has taken all actions required by its organizational documents and applicable law, and has obtained all consents which are necessary to authorize or enable it to execute and deliver this Agreement. As a material inducement to Buyer to enter into this Agreement, the Seller hereby warrant and represent to the Buyer as follows, which representation and warranties shall survive the Closing:

Seller is a non-profit corporation organized pursuant to Chapter 1724 of the Ohio Revised Code.

Seller has full authority to enter into and carry out the terms of this Agreement. Seller has or will take all necessary action to authorize the transactions contemplated herein. The persons who execute this Agreement on behalf of Seller have full authority to act on behalf of and to bind Seller with respect to this Agreement.

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Unless otherwise provided for herein, Buyer agrees that it is making its own inspections and review of the Property and as of Closing, Buyer is fully aware of the condition and size of the Property. BUYER IS PURCHASING THE PROPERTY IN ITS "AS IS" AND PRESENT CONDITION, AND EXCEPT AS SET FORTH HEREIN, BUYER IS RELYING SOLELY ON ITS OWN EXAMINATION OF THE PROPERTY WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, FROM SELLER.

**PRORATIONS OF REAL ESTATE TAXES.** The Property is currently exempt from real estate taxes and as such there shall be no proration at Closing for such items. The Seller 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.

**CLOSING.**

Provided all conditions set forth herein have been satisfied or waived, the Closing shall take place after June 1, 2024, upon the earlier of: (i) within thirty (30) calendar days following the expiration of the Review Period; or (ii) at such earlier time and date as the Buyer may designate in writing to Seller upon not less than five (5) days prior notice. The Closing shall occur at such place as agreed by Buyer and Seller. Buyer and Seller agree to deposit with Title Company, not later than the date of the Closing, all executed documents required in connection with this transaction including such documents as requested by the Title Company issuing the title policy. Upon receipt of all necessary documents, and when the Title Company is in a position to issue to Buyer a policy of title insurance insuring in Buyer fee simple, marketable title subject only to Permitted Exceptions, and without exception for survey matters, unfiled mechanics' liens or the other pre-printed so-called "standard exceptions", Title Company shall on the date of Closing, upon instructions from Buyer and Seller, cause the deed to the Property and any other necessary or appropriate instruments to be filed for record. At Closing, Seller and Buyer, as applicable, shall deliver to the other the following:

Satisfactory evidence of the authority of the persons executing the conveyance documents to sign such documents and consummate the transaction on behalf of Seller, including evidence of all actions required by Seller's organizational documents to authorized it to execute and deliver this Agreement;

A duly authorized and executed Limited Warranty Deed of Seller in recordable and transferable form conveying good and marketable title to the Property, subject only to current taxes and assessments not yet due and payable, and Permitted Exceptions;

A duly authorized and executed Seller's Affidavit, in form and substance satisfactory to Buyer and the Title Company;

An affidavit in form and substance satisfactory to Buyer stating that all the representations and warranties set forth herein are true and correct as of the date of Closing and that Seller is not "foreign persons" as such term is used in section 1445 of the Internal Revenue Code;

As applicable, a duly authorized and executed termination of the Board of Health Lease, or an Assignment and Assumption of Lease Agreement as to the Board of Health Lease, along with the Estoppel Certificate.

All other documents which may be reasonably required by the Title Company to insure Buyer of good and marketable title to the Property.

Except as otherwise provided herein, the Seller shall be responsible for its own attorneys expenses and Buyer shall be liable for and pay for its own respective attorneys, engineering, appraisal and other professional fees. Buyer further agree that it shall be liable for and shall pay any and all taxes as may be required for the conveyance of the Property, recording fees, and all costs associated with any owners' or lender's policies of title insurance issued to Buyer by the Title Company, and its own other costs and expenses in accordance with the obligations or conditions to be performed by Buyer hereto. Buyer shall further pay Seller an administrative fee of Five Thousand Dollars (\$5,000.00). Seller shall pay its own legal fees. At the time of Closing, Seller and Buyer shall execute and deliver a closing statement setting forth the Purchase Price with such closing adjustments thereto as may be applicable.

**REMEDIES UPON DEFAULT.** In the event Buyer fails, due to no fault or delay caused by Seller, to close on the purchase of the Property prior to the expiration of the final Review Period, Seller's remedies shall be limited to retaining the Earnest Money Deposit made by Buyer hereunder.

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**PICKAWAY COUNTY, OHIO**

In the event Seller breaches or defaults under any of the terms of this Agreement, and such default is not cured within thirty (30) days after written notice of default from Buyer, Buyer shall be entitled to the prompt and full refund of all Earnest Money Deposit paid to or for the account of Seller and shall have the right to compel specific performance of this Agreement and the right to recover damages incurred as a result of Seller's breach and Buyer's costs and expenses incurred in enforcing the terms and conditions of this Agreement.

**NOTICES.** All notices, elections, requests and other communications hereunder shall be in writing, and shall be deemed sufficiently given when personally delivered or when deposited in the United States Mail, postage prepaid, certified or registered, or when delivered to a nationally recognized overnight delivery service and addressed as follows (or to such person, or to such other address, of which any party hereto shall have given written notice as provided herein):

|               |   |          |   |
|---------------|---|----------|---|
| If to Seller: | Pickaway Progress Partnership<br>1360 Lancaster Pike, Suite 111<br>Circleville, OH 43113<br>Attn: Tim Colburn, Executive Director | Copy to: | Bricker Graydon LLP<br>312 N. Patterson Blvd. Suite 200<br>Dayton, Ohio<br>Attn: Shannon Martin, Esq. |
|---------------|---|----------|---|

|              |   |          |   |
|--------------|---|----------|---|
| If to Buyer: | Full Circle Holdings LLC<br>2065 Stoneridge Dr.<br>Circleville, OH 43113<br>Attn: _____ | Copy to: | Roth Blair<br>100 East Federal Street, Suite 600<br>Youngstown, Ohio 44503<br>Attn: Joseph C. Bishara, Esq. |
|--------------|---|----------|---|

**BROKERAGE COMMISSION.** Seller and Buyer each represents to the other that it has no knowledge of any agreement, understanding or fact which would entitle any person, firm or corporation to any such real estate fee or commission in connection with this transaction.

**EMINENT DOMAIN.** If, prior to the date of the Closing, Seller acquires knowledge of any pending or threatening claim, suit, or proceeding to condemn and/or take all or any part of the Property under the power of eminent domain; Seller shall immediately notify Buyer, who will have the right to terminate this Agreement by delivering notice thereof to Seller within fifteen (15) days after receiving notice from Seller of such condemnation or taking; and thereupon the Earnest Money Deposit shall be refunded to Buyer and rights and obligations of the parties hereto shall cease. If Buyer elects not to terminate this Agreement pursuant to this Section, the parties shall proceed with the Closing in accordance with the terms hereof without abatement of the Purchase Price, but all proceeds of any condemnation award shall be payable solely to Buyer, and Seller shall have no interest therein.

**MISCELLANEOUS.**

**Survival of Agreement.** The representations, warranties and covenants of Buyer and Seller herein contained or in any other document executed by Buyer or Seller to effect the transactions herein intended, shall survive the Closing.

**Agreement Binding.** This Agreement shall be binding upon and shall inure to the benefit of the Seller, their successors and assigns and Buyer and its successors and assigns.

**Headings and Captions.** The several headings and captions of the Sections and Subsections used herein are for convenience or reference only and shall, in no way, be deemed to limit, define or restrict the substantive provisions of this Agreement.

**Entire Agreement.** This Agreement constitutes the entire agreement of Buyer and Seller with respect to the purchase and sale of the Property superseding any prior or contemporaneous agreement with respect thereto. No amendment or modification of this Agreement shall be binding upon the parties unless made in writing and signed by both the Seller and Buyer.

**Cooperation.** Buyer and Seller shall cooperate fully with each other to carry out and effectuate the purchase and sale of the Property in accordance herewith and the satisfaction and compliance with all of the conditions and requirements set forth herein. Wherever the approvals of Buyer and Seller as herein set forth are so required, such approvals shall not unreasonably be withheld.

**Governing Law.** This Agreement and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Ohio.

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Construction. The parties acknowledge and agree that the parties and their counsel have reviewed this Agreement and this Agreement shall not be presumptively interpreted against either party.

Severability. In the event any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the invalid, illegal or unenforceable provision shall not affect any other provisions, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision is severed and deleted from this Agreement.

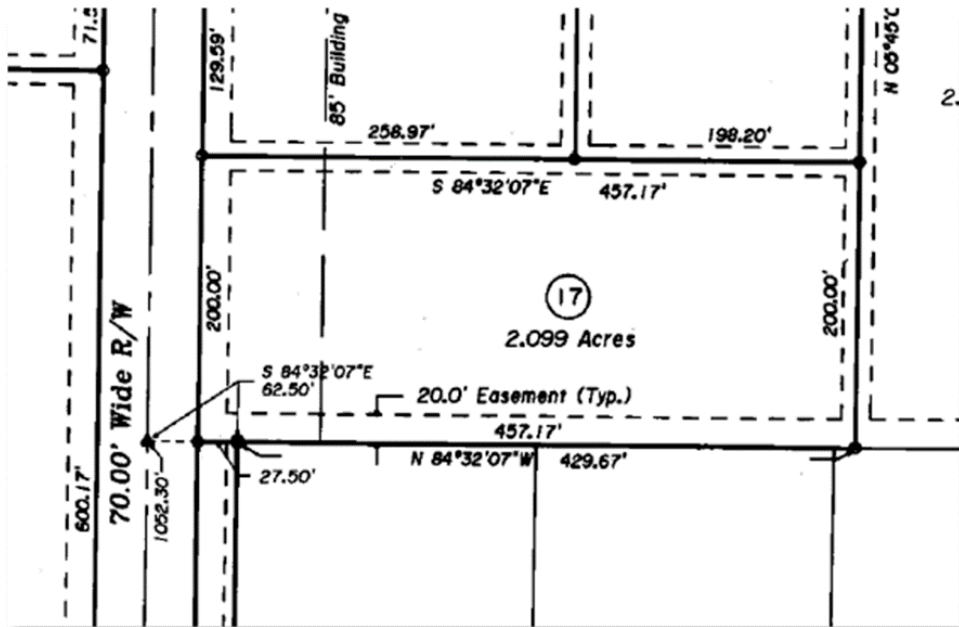
Exclusive Dealings. Buyer and Seller agree that, in consideration of the payment of the Earnest Money Deposit and Buyer's efforts and undertakings with regard to reviewing the condition of the Property neither Seller, nor any of its affiliates, agents, representatives, officers, directors, partners or shareholders, will attempt to directly or indirectly market all or any part of the Property for sale or engage in any actions or discussions with any third party regarding the potential sale of the Property or any part thereof (other than to state to an inquiring third party that the Property is under contract to be sold).

Assignment. Buyer shall have the right to assign this Agreement to any entity or affiliate of Buyer with consent of Seller. In the event of such an assignment, all the terms and conditions of this Agreement shall be binding on the assignee and Buyer shall remain liable for performance of the assignee hereunder. All other assignments shall require the consent of Seller, which consent shall not be unreasonably denied or delayed.

16.8 Risk of Loss. Risk of loss to the Property shall remain on the Seller until the Closing. Seller shall keep the Building and other improvements on the Property insured against fire and standard extended coverage hazards in the amount of at least the amount of the Purchase Price. In the event of damage or destruction to the Buildings or any improvements, Buyer may elect to (a) have the proceeds of such insurance and any excess cost of repair credited to the Purchase Price or paid to Buyer at Closing, or (b) terminate this Agreement, in which event the parties shall be released from any further obligations hereunder and the Deposit shall be returned to Buyer.

**EXHIBIT A**

**Property**



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

Attest: Angela Karr, Clerk

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**In the Matter of**  
**Temporary Liquor Permit Application**  
**For Pickaway Co. Agricultural Society:**

Commissioner Harold Henson offered the motion, seconded by Commissioner Gary Scherer, to approve and authorize Commissioner Jay Wippel to sign the Temporary Permit Application with the Ohio Department of Commerce, Division of Liquor Control for Pickaway County Ag Society. The request is for an event to be held at the Pickaway Agricultural and Event Center, 415 Lancaster Pike, Circleville, June 17, 2024, to June 21, 2024.

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

Attest: Angela Karr, Clerk

**In the Matter of**  
**Temporary Liquor Permit Application**  
**For Pickaway Co. Agricultural Society:**

Commissioner Harold Henson offered the motion, seconded by Commissioner Gary Scherer, to approve and authorize Commissioner Jay Wippel to sign the Temporary Permit Application with the Ohio Department of Commerce, Division of Liquor Control for Pickaway County Ag Society. The request is for an event to be held at the Pickaway Agricultural and Event Center, 415 Lancaster Pike, Circleville, June 22, 2024, to June 23, 2024.

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

Attest: Angela Karr, Clerk

**In the Matter of**  
**Temporary Liquor Permit Application**  
**For Pickaway Co. Agricultural Society:**

Commissioner Harold Henson offered the motion, seconded by Commissioner Gary Scherer, to approve and authorize Commissioner Jay Wippel to sign the Temporary Permit Application with the Ohio Department of Commerce, Division of Liquor Control for Pickaway County Ag Society. The request is for an event to be held at the Pickaway Agricultural and Event Center, 415 Lancaster Pike, Circleville, August 17, 2024.

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

Attest: Angela Karr, Clerk

**In the Matter of**  
**Contract Award for Project Referred to as the**  
**2024 Pickaway County and Township Resurfacing Program Bid A**  
**For Pickaway County Engineer Department:**

In reference to the bid opening conducted on April 9, 2024, referred to as 2024 Pickaway County and Township Resurfacing Program – Bid A and upon the written recommendation of Anthony Neff, Pickaway County Deputy Engineer, Commissioner Gary Scherer offered the motion, seconded by Commissioner Harold Henson, to award to the contract to The Shelly Company, 80 Park Drive, Thornville, Ohio 43076-9397, in the amount of \$716,016.55.

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

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Attest: Angela Karr, Clerk

**In the Matter of**  
**Contract Award for Project Referred to as the**  
**2024 Pickaway County and Township Resurfacing Program Bid C**  
**For Pickaway County Engineer Department:**

In reference to the bid opening conducted on April 9, 2024, referred to as 2023 Pickaway County and Township Resurfacing Program – Bid C, and upon the written recommendation of Anthony Neff, Pickaway County Deputy Engineer, Commissioner Gary Scherer offered the motion, seconded by Commissioner Harold Henson, to award to the contract to The Shelly Company, 80 Park Drive, Thornville, Ohio 43076, in the amount of \$ 587,674.00.

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**  
**Engineer's Contract with the Shelly Company**  
**for the 2024 Co. and Twp. Resurfacing Project, Bid A:**

In reference to the bid awarded to the Shelly Company for the referenced project 2024 Co. and Twp. Resurfacing Project, Bid A Commissioner Harold Henson offered the motion, seconded by Commissioner Gary Scherer, to enter into contract with The Shelly Company for the 2024 Co. and twp. Resurfacing Project, Bid A in the amount of \$716,016.55.

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**  
**Engineer's Contract Addendum with**  
**The Shelly Company for the**  
**2024 Co. and Twp. Resurfacing Project, Bid A:**

In reference to the bid awarded to the Shelly Company for the referenced project 2024 Co. and Twp. Resurfacing Project, Bid A Commissioner Harold Henson offered the motion, seconded by Commissioner Gary Scherer, to approve the Contract Addendum with The Shelly Company for the 2024 Co. and Twp. Resurfacing Project, Bid A in the amount of \$716,016.55.

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**  
**Engineer's Contract with the Shelly Company**  
**for the 2024 Co. and Twp. Resurfacing Project, Bid C:**

In reference to the bid awarded to the Shelly Company for the referenced project 2024 Co. and Twp. Resurfacing Project, Bid C Commissioner Harold Henson offered the motion, seconded by Commissioner Gary Scherer, to enter into contract with The Shelly Company for the 2024 Co. and twp. Resurfacing Project, Bid C in the amount of \$587,674.00.

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

Attest: Angela Karr, Clerk

**In the Matter of  
Engineer’s Contract Addendum with  
The Shelly Company for the  
2024 Co. and Twp. Resurfacing Project, Bid C:**

In reference to the bid awarded to the Shelly Company for the referenced project 2024 Co. and Twp. Resurfacing Project, Bid C Commissioner Harold Henson offered the motion, seconded by Commissioner Gary Scherer, to approve the Contract Addendum with The Shelly Company for the 2024 Co. and Twp. Resurfacing Project, Bid C in the amount of \$587,674.00.

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 Contract Listing  
New or Amended Contracts for January – March 2024:**

Pursuant to the Pickaway County Board of Commissioners’ Resolution of June 23, 2003, below is the list of agreements entered into, approved and otherwise executed by the Pickaway County Department of Job & Family Services and approved by the Pickaway County Board of Commissioners, The approved list contains the name of the party or parties with whom the agreement has been made, the purpose of the agreement, the commencement date and termination date of the agreement, and the compensation specified by the agreement.

Commissioner Gary Scherer offered the motion, seconded by Commissioner Harold Henson, to approve the following contract listing:

**Pickaway County Job & Family Services  
New or Amended Contracts  
January 2024- March 2024**

| PCJFS New or Amended Contracts<br>for Jan - March 2024 |                            |                |                  |   |
|--|----------------------------|----------------|------------------|---|
| Organization/Agency                                    | Contract Purpose           | Effective Date | Termination Date | Contract Value  |
| Speedy Muffler Man                                     | Vehicle Detailing          | 4/1/2024       | 3/31/2025        | \$65.00 - \$140.00 per vehicle;<br>\$15.00 per car seat |
| Staff Source   | Temporary Staffing Service | 6/1/2024       | 5/31/2025        | \$15.96 per hour transporter services                   |
| ENA/Necco Center                                       | Purchased home foster care | 3/6/2024       | 6/30/2025        | \$704.00 daily Per Diem                                 |
| First Byte   | Maintenance Agreement      | 5/1/2024       | 4/30/2025        | \$35.00 per hour all inclusive                          |

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

Attest: Angela Karr, Clerk

**In the Matter of  
Report Provided by April Metzger:**

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

- Mrs. Metzger discussed the first quarter of 2024 spreadsheets.
- The Chamber Annual Dinner is this Thursday, April 18<sup>th</sup> at 6:00 p.m.

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- Mrs. Metzger attended the VIP Software presentation at the Auditor's Office. The initial cost is \$250,000-\$300,000 to purchase and then \$40,000 a year/ annual fee.
- Mrs. Metzger, Mr. Rogols and Lisa Burroughs will be meeting with Clemans Nelson Wednesday, April 17<sup>th</sup> at 10:00 a.m. to update the county policy and procedure manual.

**In the Matter of**  
**Memorandum of Understanding**  
**Between the Pickaway County Sheriff and**  
**FOP/ OLC Lateral Hires:**

Commissioner Gary Scherer offered the motion, seconded by Commissioner Harold Henson, to approve and sign the Memorandum of Understanding with the Pickaway County Sheriff and FOP/ OLC Lateral Hires.

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

Attest: Angela Karr, Clerk

**In the Matter of**  
**Pickaway County Agricultural Society**  
**County and Independent Agricultural Societies**  
**Financial Aid from County Governments with**  
**The Ohio Department of Agriculture:**

Commissioner Harold Henson offered the motion, seconded by Commissioner Gary Scherer, to approve the County and Independent Agricultural Societies Financial Aid from County Governments with the Ohio Department of Agriculture. The minimum amount of funding of \$3,200 is according to the Ohio Revised Code.

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 Appointing Pickaway County**  
**Engineer and Deputy County Engineer to the**  
**Ohio Public Works Commission to the District 17 Integrating Committee:**

Chris Mullins, Pickaway County Engineer, informed the Commissioners that he would like to be appointed as the county's representative on the District 17 Ohio Public Works Integrating Committee, and Anthony Neff, Deputy County Engineer, as the county's alternate representative. The Integrating Committee is charged with selecting projects to be funded through the OPWC based upon an open and fair criteria selection process. Therefore, Commissioner Wippel offered the motion, seconded by Commissioner Henson, to adopt the following Resolution:

**Resolution No.: PC-041624-64**

BE IT RESOLVED that the Pickaway County Board of Commissioners hereby appoints Chris Mullins, Pickaway County Engineer, and appoints Anthony Neff, Deputy County Engineer, as the county's alternate representative on the District 17 Ohio Public Works Integrating Committee for a three-year term of May 2024, through May 2027.

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

Attest: Angela Karr, Clerk



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**In the Matter of**  
**Engineer's PIC-CR-GR-FY2024 Guardrail Project Bid Opening:**

The Commissioners conducted a bid opening for the project referred to as PIC-CR-GR-FY2024 Guardrail Project for the Pickaway County Engineer Department was held April 16, 2024, at 10:31 a.m. Anthony Neff, Deputy County Engineer was in attendance. Bids were submitted electronically through Bid Express.

**BID A -Engineer's Estimate: \$623,989.00**

The following bids were received and read aloud:

- |   |               |
|---|---------------|
| • MP Dorey Company<br>Columbus, Ohio 43209    | \$482,677.560 |
| • Lake Erie Construction<br>Norwalk, OH 44857 | \$542,725.00  |

The bids were turned over to Mr. Neff for their review and contract award recommendation.

Attest: Angela Karr, Clerk

**In the Matter of**  
**Pickaway Agricultural and Event Center**  
**Multi-Purpose Building Update with WDC Group:**

Jason Funderburg, WDC Group met with the Commissioners to provide an update of the Pickaway Agricultural and Event Center Multi-Purpose Building. The site plans were submitted to the City of Circleville and comments need to be reviewed. Parking spaces need an island for every 24 spaces. The drawing either needs revised or a variance requested. The City of Circleville requires parking spaces to be 9'x23'. Classification was addressed and the occupancy size and sprinkler system. WDC Group will prepare to put out for bid and project to start September 2024. Demolition will be complete of the old existing building prior to the start date. Heritage Hall wall replacement is to start after the fair. Jay-Car will be on site July 1<sup>st</sup> to start.

**In the Matter of**  
**Contract Award for Project Referred to as the**  
**Engineer's PIC-CR-VAR-GR-FY2024 PID:109689 Guardrail Project for**  
**Pickaway County Engineer Department:**

In reference to the bid opening conducted on April 16, 2024, referred to PIC-CR-VAR-GR-FY2024 PID:109689 Guardrail Project for the Pickaway County Engineer Department and upon the written recommendation of Anthony Neff, Pickaway County Deputy Engineer, Commissioner Harold Henson offered the motion, seconded by Commissioner Gary Scherer, to award to the contract to M P Dory Company, 2001 Integrity Dr., Columbus, Ohio 43209, in the amount of \$482,677.50.

Attest: Angela Karr, Clerk

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

At 1:07 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 Tim Colburn, P3, April Dengler, County Administrator, Marc Rogols, Deputy County Administrator and Angela Karr, Clerk in attendance.

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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 1:35 p.m., the Commissioners exited Executive Session and Commissioner Gary Scherer offered the motion, seconded by Commissioner Harold Henson, to resume Regular Session.

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

Attest: Angela Karr, Clerk

No action taken.

**In the Matter of**  
**County Insurance Policy Update with**  
**Hummel and Plum Insurance and County Risk Sharing Authority:**

Brian Nelson, Hummel and Plum Insurance and Sherri Barbosky, County Risk Sharing Authority (CORSA), met with the Commissioners to discuss the next renewal for Pickaway County. The 2024 program summary has the exposures of experience with losses and also other exposures. In 2024 CORSA will cover over \$17 billion in the state of Ohio. The net program costs increase netted out at 9.87%. Pickaway County's 2023 net program was at 8.61%. Ms. Barbosky discussed the option of increasing deductibles or lowering the amount insured to lower costs. Mr. Nelson will look into information received from the county to receive the IT credit.

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

At 2:35 p.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 Matt Pritchard, McNeese Wallace and Nurick LLC, 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 3:05 p.m., the Commissioners exited Executive Session and Commissioner Gary Scherer offered the motion, seconded by Commissioner Harold Henson, to resume Regular Session.

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

Attest: Angela Karr, Clerk

No Action taken.

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

The weekly report for the Wright Poling/Pickaway County Dog Shelter was filed for the week ending April 13, 2024.

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A total of \$1,605 was reported collected as follows: \$105 in dog license; \$15 in dog license late penalty; \$80 in owner turn-in; \$210 in adoptions; \$50 in redemption; \$125 in microchip fees and \$1,020 in private donations.

Two (2) stray dogs were processed in; seven (7) dogs were adopted.

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

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

Jay H. Wippel, President

Harold R. Henson, Vice President

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

Attest: Angela Karr, Clerk