

TUESDAY, AUGUST 14, 2018
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, August 14, 2018, with the following members present: Mr. Jay H. Wippel, Mr. Brian S. Stewart, and Mr. Harold R. Henson. Brad Lutz, County Administrator, was also in attendance.

**In the Matter of
Minutes Approved:**

Commissioner Brian Stewart offered the motion, seconded by Commissioner Harold Henson, to approve the minutes from August 7, 2018, with corrections.

Voting on the motion was as follows: Commissioner Stewart, yes; Commissioner Wippel, yes; Commissioner Henson, 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 Brian Stewart, 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 August 15, 2018, in the Commissioners' Voucher Journal, the date in which checks will be cut; then,

BE IT FURTHER RESOLVED, that the Board of Pickaway County Commissioners orders the Auditor of Pickaway County, Ohio, to draw her warrant on this entry in the amount of **\$696,960.21** on the County Treasurer to satisfy the same.

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

Attest: Angela Karr, Clerk

**In the Matter of
Appropriation of Funds Approved:**

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

\$66,672.84 – 101.1105.5703 – Contingencies – Auditor

\$36,165.80 – 304.8103.5603 – JFS Note Principal – Auditor

\$30,507.04 – JFS Note Interest - Auditor

Voting on the motion was as follows: Commissioner Stewart, yes; Commissioner Wippel, yes; Commissioner Henson, 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 Brian Stewart, to approve the following requests for the FUND TRANSFER:

**TUESDAY, AUGUST 14, 2018
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO**

**\$66,672.84 – 101.1105.5701 – Transfer Out – Auditor
TO
304.0000.4901 – Transfers JFS Note – Auditor**

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

Attest: Angela Karr, Clerk

**In the Matter of
Transfer & Re-Appropriation of Funds Approved:**

Commissioner Harold Henson offered the motion, seconded by Commissioner Brian Stewart, to approve the following requests for the TRANSFER & REAPPROPRIATION OF FUNDS:

**\$66,672.84 – 101.1105.5703 – Contingencies – Auditor
TO
101.1105.5701 – Transfer Out – Auditor**

**\$444.00 – 299.2006.5501 – Equipment CCW – Sheriff
TO
299.2006.5301 – Supplies CCW - Sheriff**

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

Attest: Angela Karr, Clerk

**In the Matter of
Amended Certificate:**

Commissioner Harold Henson offered the motion, seconded by Commissioner Brian Stewart, to approve the following requests for a AMENDED CERTIFICATE:

\$66,672.84 – 304.0000.4901 – Transfer JFS Note - Auditor

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

Attest: Angela Karr, Clerk

**In the Matter of
Report Provided by April Dengler, Deputy County Administrator:**

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

- The renovations are going as planned at the CRC building.
- Pickaway WORKS Problem Based Learning Kickoff is today at Logan Elm Middle School at 1:00 p.m.
- Tomorrow morning at 9:00 a.m. Mr. Dengler will be giving her presentation at the Historic Review Board meeting regarding the Memorial Hall Window Replacement Project.
- The Workers Compensation claim with the employee that was in an automobile accident returned to work on August 8, 2018.

TUESDAY, AUGUST 14, 2018
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

- Free flu shots will be given at the Service Center on October 3, 2018, 8:00 a.m. to 12:00 p.m.
- Dog Shelter Call Out Policy: Mr. Dengler provided an updated on-call policy for the review of the Commissioners. Modification and changes were discussed by the Commissioners.

In the Matter of
Adoption of the Amended
Dog Shelter On-Call Policy:

Commissioner Brian Stewart offered the motion, seconded by Commissioner Harold Henson, to approve the amended Pickaway County Dog Shelters On-Call Policy.

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

Attest: Angela Karr, Clerk

In the Matter of
Resolution Adopted to Enter into
Community Reinvestment Area
Assignment and Assumption Agreement:

Commissioner Brian Stewart offered the motion, seconded by Commissioner Harold Henson to adopt the following Resolution:

RESOLUTION APPROVING A CRA ASSIGNMENT AND ASSUMPTION AGREEMENT FOR A BUILDING PROJECT UNDER THE PICKAWAY COUNTY NORTHERN INDUSTRIAL COMMUNITY REINVESTMENT AREA AGREEMENT

Resolution No. PC-081418-1

This ASSIGNMENT AND ASSUMPTION AGREEMENT (this "*Agreement*") is made and entered into by and among Exeter 9301 Intermodal, LLC, a Delaware limited liability company ("*Exeter*"), successor in interest to GESA 1999, LLC, an Ohio limited liability company ("*GESA*"), PICKAWAY COUNTY, OHIO (the "*County*"), a political subdivision of the State of Ohio, through its Board of County Commissioners (the "*Board*"); and THOMSON LOGISTICS ASSETS LLC, a Delaware limited liability company (the "*Successor*"). Except as otherwise provided herein, capitalized terms used herein shall have the same meanings as in the Community Reinvestment Area Agreement between the COLUMBUS REGIONAL AIRPORT AUTHORITY, a port authority and political subdivision of the State of Ohio (the "*Authority*"), and the County, dated effective September 19, 2007 (the "*CRA Agreement*," a copy of which is attached hereto as Exhibit A).

WITNESSETH:

WHEREAS, pursuant to Ohio Revised Code ("*R.C.*") Sections 3735.65 through 3735.70 (the "*CRA Act*"), the County has, by its Resolution adopted by the Board on July 10, 2006, designated the area specified in the Resolution as the Pickaway County Northern Industrial Community Reinvestment Area (the "*CRA*") and authorized real property tax exemption for the construction of new structures and the remodeling of existing structures in the CRA in accordance with the CRA Act; and

WHEREAS, on September 19, 2007, the Authority and the County entered into the CRA Agreement concerning the development of a series of industrial facilities and related site improvements on the CRAA Land as defined in the CRA Agreement (as particularly described in Exhibit A to the CRA Agreement); and

WHEREAS, the Authority assigned to GESA (through its Qualified Intermediary, THG Rickenbacker, LLC), and GESA assumed from the Authority, the interest of the Authority in the CRA Agreement with respect to the Hyperlogistics Building (as hereinafter defined) pursuant to that certain Assignment and Assumption Agreement by and among the Authority, the County, the Board, and GESA (the "*Initial Assignment*"), a copy of which is attached hereto as Exhibit B;

WHEREAS, GESA has constructed on a portion of the CRAA Land (such property may be referred to hereinafter as the "*Land*"), which is more particularly described on Exhibit C attached hereto, a Building (as defined in the CRA Agreement) that is currently occupied by Hyperlogistics Group, Inc., and Successor would be the Owner (as defined in the CRA Agreement) of the Building (the "*Hyperlogistics Building*"); and

TUESDAY, AUGUST 14, 2018
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

WHEREAS, by virtue of that certain deed dated as of July 1, 2015 from GESA, as grantor, to Exeter, as grantee, Exeter acquired the Land and the Hyperlogistics Building; and

WHEREAS, by virtue of that certain deed dated as of April 26, 2018 from Exeter, as grantor, to Successor, as grantee (the "*Deed*"), Successor acquired as of April 26, 2018 (the "*Closing Date*") the Land and the Hyperlogistics Building; and

WHEREAS, the Successor wishes to obtain the benefits of the CRA Agreement with respect to the Hyperlogistics Building, and, as agreed in the CRA Agreement, the County is willing to make these benefits available to the Successor on the terms set forth in the CRA Agreement; and

WHEREAS, the parties understand that the Successor or another entity may in the future convey the Land or the Hyperlogistics Building, or both, to another entity; and

WHEREAS, the Successor wishes to ensure that the benefits of the CRA Agreement with respect to the Hyperlogistics Building are received by any successor Owner (as defined in the CRA Agreement) of the Hyperlogistics Building (a "*Subsequent Successor*"), and, as agreed in the CRA Agreement, the County is willing to make these benefits available to the Subsequent Successor on the terms set forth in the CRA Agreement;

WHEREAS, pursuant to Section 16 of the CRA Agreement, the County has agreed to approve the assignment of all or a portion of the CRA Agreement so long as the transferee or assignee executes with the County an assignment or assumption agreement wherein the transferee or assignee (i) assumes all obligations of an Owner under the CRA Agreement with respect to one or more Buildings, and (ii) certifies as to the validity of the representations, warranties and covenants contained in the CRA Agreement as to such transferee or assignee; and

WHEREAS, this Agreement is being executed pursuant to Section 16 of the CRA Agreement;

NOW, THEREFORE, in consideration of the circumstances described above, the covenants contained in the CRA Agreement, and the benefit to be derived by the parties from the execution hereof, the parties hereto agree as follows:

1. From and after the Closing Date, the Successor hereby (i) agrees to be bound by, assume and perform, or ensure the performance of, all of the obligations, agreements, covenants and restrictions set forth in the CRA Agreement to be performed and observed by the Owner with respect to the Hyperlogistics Building, including the payment of the Millage Differential Amount in accordance with Section 17 of the CRA Agreement; and (ii) certifies to the validity, as to the Successor as of the date it is executing this Agreement and as of the Closing Date, of the representations, warranties and covenants made by or on behalf of the Owner that are contained in the CRA Agreement. Such obligations, agreements, covenants, restrictions, and warranties include, but are not limited to, those contained in the following Sections of the CRA Agreement: Section 1 (construction of the project), Section 2 (employment positions), Section 3 (provision of information), Section 5 (payment of initial fee and annual fee), Section 6 (payment of non-exempt taxes), Sections 10 and 11 (certification as to no delinquent taxes), Section 13 (non-discriminatory hiring) and Section 15 (R.C. Section 9.66 covenants). More specifically, based on a per acreage basis, the following specific obligations are partially assigned to Successor upon the same terms and conditions as set forth in respective sections of the CRA Agreement: (a) Section 1 — estimated cost of construction of its portion of the Project was expected to exceed \$12,500,000; and (b) Section 2 — it is estimated that there have been 40 FTE positions created at the Project. Furthermore, Exeter assigns to the Successor (i) all of the obligations, agreements, covenants and restrictions set forth in the CRA Agreement to be performed and observed by the Owner with respect to the Hyperlogistics Building, and (ii) all of the benefits of the CRA Agreement with respect to the Hyperlogistics Building. The County acknowledges that, to its knowledge (a) construction of the Project has been completed, (b) 40 FTE positions have been created at Successor's portion of the Project, and (c) the initial fees and annual fees due prior to the Closing Date were either paid by Exeter or Exeter's predecessor in interest.

2. The Successor further certifies as of the date it is executing this Agreement and as of the Closing Date that, as required by R.C. Section 3735.671(E), (i) the Successor is not a party to a prior agreement granting an exemption from taxation for a structure in Ohio, at which structure the Successor has discontinued operations prior to the expiration of the term of that prior agreement and within the five (5) years immediately prior to the date of this Agreement, (ii) nor is Successor a "successor" to, nor "related member" of, a party as described in the foregoing clause (i). As used in this paragraph, the terms "successor" and "related member" have the meaning as prescribed in R.C. Section 3735.671(E).

3. As of the date it is executing this Agreement and as of the Closing Date, Exeter hereby warrants and represents to the County, Board and Authority that any and all of its obligations, agreements, covenants and restrictions as the Owner with respect to the Hyperlogistics Building set forth in the CRA Agreement have been performed and observed by Exeter, including the payment of the Millage Differential Amount in accordance with Section 17 of the CRA Agreement. Such obligations, agreements, covenants, restrictions, and warranties include, but are not limited to, those contained in the following Sections of the CRA Agreement: Section 1 (construction of the project), Section 2 (employment positions), Section 3 (provision of information), Section 5 (payment of initial fee and annual fee), Section 6 (payment of nonexempt taxes), Sections 10 and 11 (certification as to no delinquent taxes), Section 13 (non-discriminatory hiring) and Section 15 (R.C. Section 9.66 covenants).

TUESDAY, AUGUST 14, 2018
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

4. The County agrees that as to the Hyperlogistics Building the Successor has and shall have all entitlements and rights to tax exemptions, and obligations, as both (a) an "Owner" under the CRA Agreement, and (b) in the same manner and with like effect as if the Successor had been an original signatory (i.e., the Authority) to the CRA Agreement, including, but not limited to, the commitment of the County not to terminate or modify the exemptions granted or available under the CRA Agreement with respect to the Hyperlogistics Building without the consent of the Successor. The County further agrees that as of the date of executing this Agreement and as of the Closing Date, Exeter and the County have performed satisfactorily any and all of the obligations, agreements, covenants and restrictions set forth in the CRA Agreement for which they are obligated. The County further represents and warrants to Successor that the County will not assert any claim whatsoever against the Successor based upon any act or failure to act of any party that occurred prior to the Closing Date with regard to any obligations, agreements, covenants and restrictions set forth in the CRA Agreement. The County hereby warrants and represents that as of the date of executing this Agreement and as of the Closing Date, the CRA Agreement is fully in force and that there are no defaults whatsoever by either the Authority or Exeter pursuant to the CRA Agreement.

5. Successor acknowledges that the County, by Resolution passed on December 31, 2007 (the "*TIF Resolution*"), has approved a 100%, 30 year tax increment financing ("*TIF*") that includes the Land and the Hyperlogistics Building and that requires the Successor to make service payments in lieu of taxes (the "*Service Payments*"), pursuant to R.C. Sections 5709.77 et seq. (the "*TIF Statutes*"), provided that (i) Successor will not, under any circumstances, be required for any tax year to pay both real property taxes and Service Payments with respect to any Improvement (as defined in the TIF Resolution and the TIF Statutes), and (ii) no Service Payments shall be required as to any portion of the Improvement for any period it is subject to a real property tax exemption under the CRA Agreement. Successor agrees to cooperate in the execution of any agreements or documents for the purpose of implementing and securing the TIF and the Millage Differential Payment provided for in Section 17 of the CRA Agreement.

6. Notwithstanding anything to the contrary contained in the CRA Agreement, (i) the County hereby releases Exeter from any and all liability under the CRA Agreement with respect to the Hyperlogistics Building arising on or after the effective date of this Agreement, and (ii) the County agrees to look solely to the Successor for the fulfillment of any and all obligations as Owner under the CRA Agreement with respect to the Hyperlogistics Building arising on or after the effective date of this Agreement.

7. Notwithstanding anything to the contrary contained in the CRA Agreement, the County will not terminate, revoke, suspend or modify the CRA designation of the Hyperlogistics Building or the fifteen (15) year, 100% real property tax exemption for the assessed value of the Hyperlogistics Building at any time during the fifteen (15) year tax exemption period set forth in Section 4 of the CRA Agreement, absent a material default by the Successor arising on or after the Closing Date under the CRA Agreement that remains uncured for one year after the provision of written notice of such material default from the County to the Successor, in which case the County may pursue any remedies available under the CRA Agreement and the Ohio Revised Code.

8. The County shall approve any subsequent assignment of the benefits of the CRA Agreement with respect to the Hyperlogistics Building to a Subsequent Successor, provided the Subsequent Successor submits to the County for approval and execution an assumption agreement, wherein the Subsequent Successor (i) assumes all obligations of an Owner under the CRA Agreement with respect to the Hyperlogistics Building, (ii) certifies as to the validity of the representations, warranties and covenants contained in the CRA Agreement as to the Subsequent Successor, and (iii) certifies as to the compliance of the Subsequent Successor with R.C. Section 3735.671(E) as described in Section 2 hereof. The County agrees that as to the Hyperlogistics Building, the Subsequent Successor shall have all entitlements and rights to tax exemptions, and obligations, as both (a) an "Owner" under the CRA Agreement, and (b) in the same manner and with like effect as if the Subsequent Successor had been an original signatory (i.e., the Authority) to the CRA Agreement, including, but not limited to, the commitment of the County not to terminate or modify the exemptions granted or available under the CRA Agreement with respect to the Hyperlogistics Building without the consent of the Subsequent Successor.

9. Notices to the Successor with respect to the CRA Agreement shall be addressed as follows:

Thomson Logistics Assets LLC, c/o Corporation Service Company, 251 Little Falls Drive, Wilmington, DE 19808.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives to be effective as of the earliest date allowable under Ohio law, provided that the effective date shall be no earlier than the Closing Date.

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

Attest: Angela Karr, Clerk

TUESDAY, AUGUST 14, 2018
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

In the Matter of
Ohio Department of Public Safety
Bureau of Motor Vehicles
Covert License Plates Renewal Notice:

The Commissioners reviewed the Ohio Department of Public Safety Bureau of Motor Vehicles Covert License Plates Renewal Notice and listing.

Following the review, Commissioner Brian Stewart offered the motion, seconded by Commissioner Harold Henson, to approve and authorize Commissioner Jay Wippel to execute the Covert License Plates Renewal Notice.

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

Attest: Angela Karr, Clerk

In the Matter of the
Change Order No. 2 signed for
PIC-CR7GR-FY2018 Project:

Commissioner Brian Stewart offered the motion, seconded by Commissioner Harold Henson, to approve the following Change Order No. 2 related to changes due to field conditions for the PIC-CR7GR-FY2018 Guardrail Project.

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

Attest: Angela Karr, Clerk

In the Matter of
Customer Service Agreement signed with Rumpke Waste & Recycling
Related to the Pickaway County Sheriff's Office:

The Commissioners reviewed the agreement from Rumpke Waste & Recycling for the one 8-yard container for trash located at the Pickaway County Sheriff's Office. The Contract is a three-year term with service being provided five times a week at the monthly rate of \$648.23.

Following the review, Commissioner Brian Stewart offered the motion, seconded by Commissioner Harold Henson, to approve the Customer Service Agreement with Rumpke Waste & Recycling.

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

Attest: Angela Karr, Clerk

In the Matter of
Appropriations to P3 Economic Development Office and
Harrison Township Trustees from the County's
Share of Port Financing Sales Tax Reimbursement Related to
NorthPoint Development, LLC's Spec Building Project in Harrison Township:

Commissioner Brian Stewart offered the motion, seconded by Commissioner Harold Henson, to appropriate and pay \$10,000 to Pickaway Progress Partnership, and \$5,000 to the Harrison Township Trustees from the county's share of Port Financing sales tax reimbursement from NorthPoint Development, LLC related to its spec building project in Harrison Township.

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

Attest: Angela Karr, Clerk

TUESDAY, AUGUST 14, 2018
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

In the Matter of
Corna-Kokosing Contract and Addendum
For the Fairgrounds Revitalization Project:

The Commissioners reviewed the amended agreement to the contract agreement with Corna-Kokosing for the Fairgrounds Revitalization Project. Following the review, Commissioner Brian Stewart offered the motion, seconded by Commissioner Harold Henson, to adopt the amendment to the contract agreement with Corna-Kokosing on the condition of holding until the signed contract with Corna-Kokosing is received.

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

Attest: Angela Karr, Clerk

In the Matter of
Report Provided by Brad Lutz, County Administrator:

The following is a summary of the report provided by Brad Lutz, County Administrator:

1. Fairgrounds update:
 - a. Mr. Lutz met with members of the Pickaway County Developmental Disabilities Board and MS Consultants to discuss how to improve access to the Fairgrounds site and buildings for those with disabilities. Items discussed included paved camping spaces, improved restroom access, stamped concrete versus the use of pavers, paved handicap parking spaces versus just having reserved space near the entrance, increasing the number of underground conduit / chases to reduce the number of wires and hoses over walkways and using aggregate materials on the floor of the cattle barn and show pavilion that would be conducive to a wheelchair traveling over the material. The Board's suggestions were considered reasonable and helpful and all the suggestions were added to the project plans.
 - b. Mr. Lutz asked Bricker and Eckler to draft contracts between the Commissioners' Office and the Pickaway County Agricultural Society regarding the rental of buildings to ensure the County's tax exempt status is maintained throughout the bond payment schedule. The contract is anticipated to be signed in September.
 - c. A meeting has been scheduled with the Visitor's Bureau to discuss the event planning with hopes to have a contract in effect in November between the Commissioners, Ag. Society, and the Visitor's Bureau.
2. Mr. Lutz had a meeting with Aaron with Clemens and Nelson to setup times to meeting with the Teamsters to discuss negotiations with the fact finder to mediate the differences and will have another meeting to finalize the negotiations of the Pickaway County Sheriff's Office Corrections employees.
3. Voting equipment funding: Mr. Lutz informed that once the County completes negotiations with the chosen vendor to supply the new elections equipment, then we work with the secretary of state on state term pricing. The board will have to get bids from all the vendors to present to the Commissioners.
4. MARCS: Mr. Lutz received the invoice to pay our portion of zone maintenance. We need to send a letter stating that we have not received a response regarding our previous letter to MARCS from May 15, 2018 and we would not remit payment until those issues are resolved. Mr. Lutz will prepare a letter to be sent.
5. 800MHz: All users have been moved to the new system except the school emergency radios. There are still a few other radios to convert to P25, however, none are in critical locations and all are or will be spares. It is anticipated that the school radio will be done by the end of August. The training on the new dispatch consoles is scheduled for today and tomorrow. They are planning to move to the new dispatch office late August.
6. Maintenance:
 - a. The steps have been repaired at the Courthouse.
 - b. Commissioner Wippel asked Mr. Lutz to contact Maintenance to spray some weeds coming up in between concrete around the court house.
 - c. Jon Brown, Maintenance Supervisor has been gathering quotes for the replacement of doors at the Courthouse and Memorial Hall.
 - d. The Courthouse front doors are to be maintained and sealed yearly.

TUESDAY, AUGUST 14, 2018
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

- e. Harber Concrete, who did the work on the Courthouse steps, is concerned that the porch at the Commissioners' Office needs additional work prior to the installation of a replacement porch floor. Mr. Brown will be meeting with WDC Architects to discuss with them what they believe needs to be done to allow the concrete work to proceed.

In the Matter of
Economic Development Discussion with
Ryan Scribner & Tim Colburn:

Ryan Scribner, P3 and Tim Colburn, Berger Health System CEO, met with the Commissioners to discuss land use in Pickaway County. Mr. Scribner provided data relative to the growth in Northern Pickaway County for the Commissioners to take into consideration for new project requests. Agriculture is looking into Northern Pickaway County, but the zoning codes will not allow, and changes need to be modified for manufacturing agricultural. The townships need to be educated on agricultural development and a discuss broader plan. CERTA consists of Harrison township and South Bloomfield and Mr. Scribner and Tim McGinnis will reach out to the townships to schedule a meeting to discuss what is going on in their areas and explain the process with land use planning.

In the Matter of
Executive Session:

At 10:25 a.m., Commissioner Brian Stewart offered the motion, seconded by Commissioner Harold Henson, to enter into Executive Session pursuant to ORC §121.22 (G) (8) confidential matters regarding economic development with Ryan Scriber, P3, Tim Colburn, CEO Berger Health System, Mr. Lutz, County Administrator, and in attendance.

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

Attest: Angela Karr, Clerk

At 10:40 a.m., the Commissioners exited Executive Session and Commissioner Brian Stewart offered the motion, seconded by Commissioner Harold Henson, to resume Regular Session.

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

Attest: Angela Karr, Clerk

No action taken.

In the Matter of
Executive Session:

At 11:13 a.m., Commissioner Harold Henson offered the motion, seconded by Commissioner Jay Wippel, to enter into Executive Session pursuant to ORC §121.22 (G) (1) to consider the appointment, employment, dismissal, discipline, promotion, demotion, or compensation, etc., of a public employee with Mr. Lutz and Mrs. Dengler in attendance.

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

Attest: Angela Karr, Clerk

At 11:30 a.m., the Commissioners exited Executive Session and Commissioner Brian Stewart offered the motion, seconded by Commissioner Harold Henson, to resume Regular Session.

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

TUESDAY, AUGUST 14, 2018
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

Attest: Angela Karr, Clerk

No Action taken.

In the Matter of
EMA Director, Dave Conrad
Unpaid Administrative Leave:

Commissioner Brian Stewart offered the motion to terminate the administrative leave without pay of EMA Director, Dave Conrad.

Then motion failed for lack of a second.

Attest: Angela Karr, Clerk

In the Matter of
Executive Session:

At 11:37 a.m., Commissioner Brian Stewart offered the motion, seconded by Commissioner Harold Henson, to enter into Executive Session pursuant to ORC §121.22 (G) (1) to consider the appointment, employment, dismissal, discipline, promotion, demotion, or compensation, etc., of a public employee with Mr. Lutz in attendance.

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

Attest: Angela Karr, Clerk

At 12:10 p.m., the Commissioners exited Executive Session and Commissioner Brian Stewart offered the motion, seconded by Commissioner Harold Henson, to resume Regular Session.

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

Attest: Angela Karr, Clerk

No Action taken.

In the Matter of
Weekly Dog Warden Report:

The weekly report for the Wright Poling/Pickaway County Dog Shelter was filed for week ending August 11, 2018.

A total of \$220 was reported being collected as follows: \$120 in adoptions; \$60 in dog licenses; and \$40 in owner turn-ins.

Two (2) stray dogs were processed in; three (3) dogs were adopted.

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

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

Jay H. Wippel, President

Harold R. Henson, Vice President

**TUESDAY, AUGUST 14, 2018
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO**

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

Attest: Angela Karr, Clerk