

**TUESDAY, AUGUST 6, 2019**  
**OFFICE OF THE BOARD OF COMMISSIONERS**  
**PICKAWAY COUNTY, OHIO**

The Pickaway County Board of Commissioners met in Regular Session in their office located at 139 West Franklin Street, Circleville, Ohio, on Tuesday, August 6, 2019, with the following members present: Mr. Jay H. Wippel, Mr. Brian S. Stewart and Mr. Harold R. Henson. April Dengler, 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 July 30, 2019, 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 7, 2019, in the Commissioners' Voucher Journal, the date in which checks will be cut; then,

BE IT FURTHER RESOLVED, that the Board of Pickaway County Commissioners orders the Auditor of Pickaway County, Ohio, to draw her warrant on this entry in the amount of **\$332,503.19** 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:

**\$2,000.00 – 501.6915.5300 – Material/Supplies – PC Sewer District – Sanitary Engineer**

**\$7,000.00 – 501.6915.5401 – Contract Services – PC Sewer District – Sanitary Engineer**

**\$60,000.00 – 202.3010.5506 – Motor Vehicle Permissive- Contract Projects – Engineer**

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:

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**\$20,000.00 – 101.1105.5720 – Fairgrounds Debt – Transfer Out - Commissioners  
To  
325.0000.4901 – Transfer In – Debt Fund – Commissioners**

	<b>Transfer From</b>	<b>Amount</b>	<b>Transfer To</b>
General	626.6031.5884	<b>\$1,779,984.15</b>	101.0000.4101
Auditor's Fees	626.6031.5890	<b>\$83,201.66</b>	101.0000.4201
Treasurer's Fees	626.6031.5891	<b>\$107,872.43</b>	101.0000.4206
REA Fees	626.6031.5883	<b>\$350,904.07</b>	260.0000.4221
Election Expense	626.6031.5884	<b>\$17,006.72</b>	101.0000.4251
Advertise Delinq Tax	626.6031.5901	<b>\$0.00</b>	101.0000.4253
Board of Health	626.6031.5881	<b>\$205,163.98</b>	605.0000.4221
PCMRB/DD	626.6031.5882	<b>\$1,875,035.30</b>	241.0000.4101
Pickaway County Park	626.6031.5826	<b>\$328,359.04</b>	639.0000.4101
DRETAC Prosecutor	626.6031.5887	<b>\$8,650.00</b>	233.0000.4221
DRETAC Treasurer	626.6031.5886	<b>\$8,649.99</b>	232.0000.4221
County Wide Sewer	626.6031.5888	<b>\$2,064.66</b>	501.0000.4101
Darby Sewer - 11060	626.6031.5880	<b>\$13,411.18</b>	503.0000.4101
11010 Brasket Ditch	626.6031.5868	<b>\$122.08</b>	282.0000.4601
11030 Hughes Lateral	626.6031.5852	<b>\$2,231.91</b>	265.0000.4601
11040 Hughes Main	626.6031.5853	<b>\$2,769.81</b>	264.0000.4601
11070 Greenbrian Ditch	626.6031.5864	<b>\$0.00</b>	279.0000.4601
11080 Fulks Moore Wolford	626.6031.5854	<b>\$0.00</b>	267.0000.4601
11100 Grove Run	626.6031.5855	<b>\$0.00</b>	270.0000.4601
11110 Wolf Run Ditch	626.6031.5872	<b>\$537.79</b>	271.0000.4601
11120 Met-Ewing-John	626.6031.5856	<b>\$2,172.32</b>	272.0000.4601
11140 Mud Run Lateral	626.6031.5857	<b>\$2,370.31</b>	274.0000.4601
11150 Blue Anderson	626.6031.5858	<b>\$1,663.05</b>	273.0000.4601
11190 Congo Lateral	626.6031.5859	<b>\$1,413.25</b>	275.0000.4601
11200 Autie	626.6031.5860	<b>\$1,328.37</b>	276.0000.4601
11220 Hughes Lateral #3	626.6031.5861	<b>\$0.00</b>	268.0000.4601
11230 Dry Run	626.6031.5863	<b>\$413.23</b>	269.0000.4601
11240 Greenbriar Ditch Ext 1	626.6031.5864	<b>\$1,950.50</b>	285.0000.4601
11241 Greenbriar Ext Note	626.6031.5874	<b>\$0.00</b>	314.0000.4601
11250 Bulen Maint/Bulen Lat	626.6031.5865	<b>\$0.00</b>	266.0000.4601
11260 Hughes Upper	626.6031.5862	<b>\$21.37</b>	277.0000.4601
11270 Burkirk-Upper	626.6031.5869	<b>\$2,475.31</b>	278.0000.4601
11280 Wilson Group	626.6031.5870	<b>\$563.01</b>	263.0000.4601
11290 Cooks Group Open	626.6031.5871	<b>\$595.23</b>	281.0000.4601
11300 Delinq Derby Sewer	626.6031.5901	<b>\$7,332.37</b>	505.0000.4101
11310 George's Run	626.6031.5867	<b>\$551.52</b>	262.0000.4601
11320 Writsel Group Maint	626.6031.5873	<b>\$0.00</b>	284.0000.4601
11340 Springwater Run	626.6031.5897	<b>\$666.42</b>	286.0000.4601
11350 Wampler Hills Storm	626.6031.5898	<b>\$927.50</b>	287.0000.4601
11330 Northwood Park	626.6031.5899	<b>\$0.00</b>	311.0000.4101
11360 Brill Group Ditch	626.6031.5879	<b>\$505.92</b>	289.0000.4601
11370 PC Acres Storm Water	626.6031.5800	<b>\$427.50</b>	283.0000.4601
11380 Orient delinq sewer	626.6031.5837	<b>\$1,421.11</b>	506.0000.4101
11400 Clarks Run Term Ditch Note	626.6031.5805	<b>\$0.00</b>	316.0000.4101
11410 Clarks Run Maintenance	626.6031.5802	<b>\$4,354.75</b>	280.0000.4601
11500 Pence Tile Main Drain Note	626.6031.5806	<b>\$0.00</b>	317.0000.4601

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11510 Pence Tile Maintenance	626.6031.5803	<b>\$800.13</b>	911.0000.4601
11520 DS Drainage Note	626.6031.5810	<b>\$2,623.42</b>	318.0000.4601
11530 DS Drainage Maintenance	626.6031.5804	<b>\$861.70</b>	914.0000.4601
21250 Walmart Tif	626.6031.5809	<b>\$0.00</b>	312.0000.4101
31600 Bd of Health Permit Fees	626.6031.5881	<b>\$907.80</b>	618.0000.4357
		<b>\$4,822,310.86</b>	

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 and Re-appropriations Approved:**

Commissioner Harold Henson offered the motion, seconded by Commissioner Brian Stewart, to approve the following requests for the TRANSFER AND RE-APPROPRIATION:

**\$649.00 – 101.1111.5501 – IT-Equipment – Commissioners**  
**TO**  
**101.1111.5901 – IT-Other Expenses – Commissioners**

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**  
**Blanket Purchase Order Approved:**

Commissioner Harold Henson offered the motion, seconded by Commissioner Brian Stewart, to approve the following requests for the BLANKET PURCHASE ORDER (BL):

**\$899.00 – 101.1111.5901 -IT Other Expenses - Commissioners**

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**  
**Monthly Building Department Report:**

The monthly report for the Pickaway County Building Department was filed for the month ending July 2019.

A total of \$98,789.87 was reported being collected as follows:

<b>Permits</b>		
Registration	17	\$1,275.00
Commercial	17	\$86,810.12
Residential	57	\$98,789.87
<b>Total Inspections Performed</b>		
Residential	513	
Commercial	190	

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City Enforcement	1	
<b>Total Inspections</b>	<b>704</b>	
Residential Plan Review	28	

<b>New Home Permits by Jurisdiction:</b>	
Monroe Twp.	1
Commercial Point	7
Walnut Twp.	1
Scioto Twp.	1
Saltcreek Twp.	2
<b>Total New Homes</b>	<b>12</b>

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

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

- There were no BWC claims or Unemployment claims filed this week.
- The Maintenance Worker 1 position has been posted for the second time and will be posted until August 9<sup>th</sup>. There have been two applications receive to date. The Custodian Worker 1 position is also posted until August 9<sup>th</sup>. The position was not published in the Circleville Herald due to cost.
- Mr. Rogols spent the afternoon at the Dog Shelter Friday, August 2<sup>nd</sup> to euthanize four dogs due to severe aggression.
- A public records request has been filed for reports related to Rex (vicious Shepherds).
- Deputy Dog Warden, Wayne Gregory turned in his two-week resignation letter on Saturday, August 3<sup>rd</sup>. The position will be posted August 8<sup>th</sup>.
- Mr. Rogols will be attending the re-zoning hearing for 963 South Pickaway Street tomorrow evening at 6:00 p.m..

**In the Matter of  
Circleville Herald:**

Steven Collins, Circleville Herald stopped in to get an update on the Pickaway Agricultural and Event Center. Mr. Collins spoke with Tim Wilson from the Welcome Center about interest shown in reserving the facility for events. It seems that events are being booked the other 51 weeks out of the year. Mr. Collins was contacted by another County and asked the Commissioners if they have heard from them regarding the Pickaway County Agricultural and Event Center project, as they are wanting to copy the fairground project. Commissioners Stewart stated that what Pickaway County has done with the fairgrounds is being discussed throughout Ohio and other counties have inquired how it was done and would like to do in their counties.

Mr. Collins inquired about the Service Center and county offices that have relocated to the facility. Commissioner Wippel informed Mr. Collins which offices have moved into the Services Center, such as Fourth District Court of Appeals, RPHF Solid Waste and Park District. Mr. Collins stated that an article may published on the renovations and relocation of offices.

Mr. Collins informed the Commissioners of the financial hardship at Amanda Local School District. They are attempting to place a levy on the ballot. If not passed by the voters, the district is looking at cutting sports and extracurricular activities.

**In the Matter of  
Ohio Department of Rehabilitation and Correction  
Subsidy Grant Agreement for T-CAP:**

Upon review, Commissioner Brian Stewart offered the motion, seconded by Commissioner Harold Henson, to approve the Ohio Department of Rehabilitation and Correction Subsidy Grant Agreement for Target Community Alternatives to Prison referred to as T-CAP.

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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**  
**Community Development Block Grant**  
**Contract Award for the Pickaway Senior**  
**Center Lighting Project to BJ Electric:**

Commissioner Brian Stewart offered the motion, seconded by Commissioner Jay Wippel, to adopt the following Resolution:

**Resolution No. PC-080619-1**

WHEREAS, Pickaway County received a CDBG grant for an energy saving lighting project at the Pickaway County Senior Center, and;

WHEREAS, the County advertised for bids in May, 2019 for the above described work, however no bids were received, and;

WHEREAS, the County directly solicited contractors for bids on the subject project in June, 2019, however no bids were received, and;

WHEREAS, the one contractor who took out a bid packet and expressed an interest, but did not submit a bid, was asked to provide a quote.

NOW THEREFORE, be it resolved the contract for the Senior Center Lighting Project be awarded to BJ's Electric, Inc. as a sole source supplier under the CDBG guidelines in the amount of \$27,545.

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

Attest: Angela Karr, Clerk

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

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

- Memorial Hall: Burial of the power line at Memorial Hall would save \$2,000-\$3,000 off the contract, however, it was not included in the packet. Mrs. Dengler will reach out to WDC Group for information after the Commissioners review the lines today. Further discussions will be held before a decision is made.
- Mrs. Dengler provided a revised contract for the Maintenance Worker I position provided at the Pickaway County Agricultural and event Center for review. A bill can be issued to PCAEC quarterly for any overtime worked by the Maintenance Worker. Mrs. Dengler will make further changes and the Commissioner will review again at a later date.
- Jon Brown, Maintenance Supervisor, is getting quotes to repair the parking lot at the Commissioners' Office behind the Building Department and Building Department. The parking spots will be marked after repairs are completed.
- Mrs. Dengler addressed available spaces at the Service Center and departments that have inquired and shown interest in available space. The Board of Elections is requesting additional room for storage and early voting.
- Mrs. Dengler is meeting with Sheri Near at 9:30 a.m. Thursday to get signs at the back entrances at the Service Center.
- The Rumpke billing for the Pickaway Agriculture and Event Center will be changed over to the responsibility of the fair board.

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**In the Matter of**  
**2019 Pavement Marking of Various Roads**  
**Addendum No. 2:**

Anthony Neff, County Deputy Engineer, submitted an addendum for the 2019 Pavement Marking. The Pickaway County Engineering Department desires to pavement mark various County and Township roads. Approximately 123 miles of road will be center line striped, approximately 248 miles of road will be edge line striped, stop bars, traffic symbols, channelization lines, transverse/diagonal lines and no road will be T-Marked. The Engineer's Estimate for this project is \$196,177.52.

Commissioner Brian Stewart offered the motion, seconded by Commissioner Jay Wippel, to approve the Addendum No. 2 for the 2019 Pavement Marking Project.

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**  
**Engineers Recommendation to Award**  
**2019 Pavement Marking of Various Roads:**

In reference to the bid opening on July 30, 2019 for the 2019 Pavement Marking of Various Roads, it is the recommendation of the Pickaway County Engineering Department to award the lowest and best bid to The Aero-Mark Company LLC, 10423 Danner Drive, Streetsboro, OH 44241, in the amount of \$197,078.09. The Engineer reviewed their estimate and realized the unit prices that were used for Center Line and Edge Line (reference number 1 & 2) were low for the following reasons:

- Engineer did not bid this item last year and underestimated inflation for the last 2 years.
- Engineer reduced quantities within the bid by addendum but did not raise the unit price.

Due to the Engineer received two close bids, (within 5% of each other) they believe correcting the Engineer's Estimate and moving forward with the Competitive bids received on July 30, 2019 is the most efficient, both financially and with schedules.

Upon review, Commissioner Brian Stewart offered the motion, seconded by Commissioner Jay Wippel, to award the 2019 Pavement Marking of Various Roads to lowest and best bid to The Aero-Mark Company LLC, for \$197,078.09.

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**  
**Pickaway County Sheriff's Office**  
**Criminal Justice Information Systems Upgrade:**

Commissioners reviewed the proposal provided by Trevor Swackhamer, Sheriff's Office IT Department, to update the Criminal Justice Information Systems (CJIS). Upon review, Commissioner Harold Henson offered the motion, seconded by Commissioner Brian Stewart, to approve Phase 1- Backup Solution, Phase 2- Production Servers and Phase 3- Purchase Required Software for an estimated cost of \$117,953.67.

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

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**In the Matter of**  
**Pickaway County Northern**  
**Industrial Area Community**  
**Reinvestment Area Agreement:**

Commissioner Harold Henson recused himself from session.

Commissioner Brian Stewart offered the motion, seconded by Commissioner Jay Wippel, to adopt the following Resolution:

**RESOLUTION APPROVING PICKAWAY COUNTY NORTHERN INDUSTRIAL AREA  
AMENDED AND RESTATED COMMUNITY REINVESTMENT AREA AGREEMENT. THE  
FOLLOWING RESOLUTION IS APPROVED TO FORM WITH COMMISSIONERS SIGNATURES TO  
FOLLOW ALL OTHER PARTIES REQUIRED SIGNATURES.**

**Resolution No. PC-080619-2**

This AMENDED AND RESTATED COMMUNITY REINVESTMENT AREA AGREEMENT (this “Agreement”) is made and entered into as of this 6th day of August, 2019 (the “Amended and Restated Execution Date”), but effective as of September 19, 2007 (the “Effective Date”) by and between the COUNTY OF PICKAWAY, OHIO (the “County”), a county and political subdivision in and of the State of Ohio (the “State”) and duly organized and validly existing under the constitution and laws of the State, the COLUMBUS REGIONAL AIRPORT AUTHORITY (the “Authority”), a port authority and political subdivision of the State and DRCS, LLC (“DRCS”), a Delaware limited liability company. The Authority and DRCS and their respective successors and assigns under this Agreement are hereinafter referred to as “Owner” or “Owners.”

WITNESSETH:

WHEREAS, the County has determined to encourage the development of real property and the acquisition and installation of personal property in the area identified on Exhibit A attached hereto, composed of the approximately 7250 acres of land it designated the “Pickaway County Northern Industrial Community Reinvestment Area” (the “Northern Industrial CRA”) by a resolution adopted July 10, 2006, pursuant to Section 3735.66 of the Ohio Revised Code; and

WHEREAS, the Authority currently owns or on the Effective Date owned approximately 610 acres of land (the “CRAA Land”) within the Northern Industrial CRA, being the lands shown as the “Intermodal Campus North”, “Intermodal Campus South” and “Air Cargo Campus” areas on Exhibit A-1 attached hereto, on which the Authority intends to cause or has caused DRCS or one or more entities controlled by or under common control with Duke Realty Corporation, including, but not limited to, Duke Realty Ohio, Duke Realty Limited Partnership and Duke Construction Limited Partnership (each a “DRCS Related Entity”; collectively, “DRCS Related Entities”) to construct on the CRAA Land a series of industrial facilities and related site improvements (collectively, the “Project,” with each individual building within the Project and its related site improvements hereinafter referred to as a “Building”), provided that the appropriate development incentives are available to support the economic viability of the Project; and

WHEREAS, the Authority intends to convey or lease, or has conveyed or leased, to DRCS and/or DRCS Related Entities the Buildings or parts thereof and the land upon which such Buildings are constructed, and DRCS and/or DRCS Related Entities thereafter intend to convey or lease the Buildings or parts thereof and the land upon which such Buildings are constructed to one or more Owners, which Owners (or their lessees), other than the Authority, DRCS or DRCS Related Entities, shall be the parties whom equip and occupy the Buildings and employ workers at the Project; and

WHEREAS, the Director of Development of the State has determined that the Northern Industrial CRA as designated contains the characteristics set forth in Section 3735.66 of the Ohio Revised Code and confirmed that area as a “Community Reinvestment Area” pursuant to Section 3735.66 of the Ohio Revised Code, and the County, having the appropriate authority for the Project, desires to provide incentives available for the development of the Project in the Northern Industrial CRA; and

WHEREAS, the Authority submitted to the County a proposed agreement application (the “Agreement Application”); and

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WHEREAS, the Authority remitted with the Agreement Application the required State application fee of \$750.00 made payable to the Ohio Department of Development to be forwarded to that Department with a copy of this Agreement; and

WHEREAS, the Housing Officer under Section 3735.65 of the Ohio Revised Code reviewed the Agreement Application and recommended the same to the Board of Commissioners of the County on the basis that the Owner is qualified by financial responsibility and business experience to create and preserve employment opportunities in the Northern Industrial CRA and improve the economic climate of the County; and

WHEREAS, the Project site is located in the Eastland-Fairfield Career and Technical Schools District (the "JVSD") and in the Teays Valley Local School District (the "School District"); and

WHEREAS, pursuant to Sections 3735.67(A) and 3735.671 of the Ohio Revised Code, and after proper and timely notice to the JVSD pursuant to Section 5709.83 of the Ohio Revised Code and the School District pursuant to Sections 3735.671 and 5709.83 of the Revised Code, the County and the Authority entered into that certain Community Reinvestment Act Agreement effective as of September 19, 2007 (the "Original Agreement"); and

WHEREAS, pursuant to Section 3735.67(A) of the Ohio Revised Code and in conformance with the format required under Section 3735.671(B) of the Ohio Revised Code, the parties hereto desire to amend and restate the Original Agreement primarily for the purposes of adding DRCS as a party and extending the date by which property tax exemptions pursuant to the Original Agreement may commence for each building constructed on the CRAA Land; and

WHEREAS, the County has timely provided proper notice of its intention to enter into this Amended and Restated Agreement to the JVSD, and the Board of Education of the School District has waived its right to receive notice under Sections 3735.671 and 5709.83 of the Revised Code and has approved this Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained and the benefit to be derived by the parties from the execution hereof, the parties hereto agree to amend and restate the Original Agreement and to the foregoing as follows:

Section 1. The estimated total cost of the construction of the Project (which Project is expected to contain, cumulatively, approximately two (2) million to four (4) million square feet of space) is expected to exceed \$100,000,000 for construction of the Buildings, exclusive of any amounts for acquisition of machinery and equipment, furniture and fixtures, and inventory. The commencement of construction of the Project is scheduled to begin in 2007 and Project completion is expected by 2027. The assumptions and estimates provided in this Section 1 are good faith estimates provided pursuant to Section 3735.671(B) of the Ohio Revised Code and shall not be construed in a manner that would limit the amount or term of the tax exemption provided in this Agreement. The parties to this Agreement recognize that the costs associated with the Project may increase or decrease significantly and do not necessarily equal otherwise taxable value. As of the Effective Date no machinery, equipment, furniture, fixtures or inventory of the Authority or DRCS existed at the Project or was held at another location in the State to be relocated to the Project. As of the Amended and Restated Execution Date, neither the Authority nor DRCS has machinery, equipment, furniture, fixtures or inventory at the Project. No machinery, equipment, furniture, fixtures or inventory of the Authority or DRCS is held at another location in the State to be relocated to the Project.

Section 2. The Authority and DRCS each currently estimate there will be created at the Project by the year 2025 approximately 250 full-time equivalent employees, with a total annual payroll of approximately \$5,200,000 upon full build-out of the Project. As of the Effective Date no employee positions existed at the Project. As of the Amended and Restated Execution Date the Authority has zero full-time equivalent employees at the Project and DRCS has zero full-time equivalent employees at the Project. Therefore no employee positions were retained by the Authority or DRCS due to construction of the Project. The estimates provided in this Section 2 are good faith estimates provided pursuant to Section 3735.671(B) of the Ohio Revised Code and shall not be construed in a manner that would limit the amount or term of the tax exemption provided in this Agreement. The parties to this Agreement recognize that the employment and payroll estimates associated with the Project may increase or decrease significantly and that all employees at the Project will be hired by Owners or their respective lessees other than the Authority, DRCS or DRCS Related Entities. As of the Effective Date the Authority had 337 full-time, 15 part-time, 330 permanent and 22 temporary positions at other sites in the State, and DRCS had zero employees at other sites in the State. As of the Amended and Restated Execution Date the Authority has 380 full-time permanent, 20 part-time permanent, and zero



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temporary positions at other sites in the State, and DRCS currently has zero employees at other sites in the State.

Section 3. Each Owner shall provide or cause to be provided to the applicable tax incentive review council any information reasonably required by that Council to evaluate such Owner's compliance with this Agreement, including returns filed pursuant to Section 5711.02 of the Ohio Revised Code if requested by that Council.

Section 4. Pursuant to Section 3735.67 of the Ohio Revised Code, the County hereby grants to the Owner of each Building constructed on the CRAA Land within the Northern Industrial CRA a tax exemption for such Building of one hundred percent (100%) for fifteen (15) years. The exemption commences the first year for which the Building would first be taxable were that Building not exempt from taxation under this Agreement. No exemption shall commence after December 31, 2027, nor extend beyond December 31, 2042. Each Building constructed as a part of the Project shall be treated separately for purposes of determining its qualification for tax exemption hereunder.

Section 5. The Owner of each Building shall pay or cause to be paid such real property taxes as are not exempt under this Agreement and are charged against such property and shall file all tax reports and returns as required by law. If the Owner of a Building fails to pay such taxes or file such returns and reports, the exemption from taxation granted under this Agreement with respect to such Building is rescinded beginning with the year for which such taxes are charged or such reports or returns are required to be filed and thereafter, provided that such failure is not corrected within thirty days after written notice thereof is received by the Owner of the Building.

Section 6. The County shall perform such acts as are reasonably necessary or appropriate to effect, claim, reserve and maintain the exemption from taxation granted under this Agreement, including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with that exemption.

Section 7. If for any reason the County revokes its designation of the Northern Industrial CRA containing the CRAA Land, or the Director of the Ohio Development Services Agency revokes certification of the Northern Industrial CRA containing the CRAA Land, entitlements granted under this Agreement shall continue for the number of years specified under this Agreement unless the Owner of a Building materially fails to fulfill its obligations under this Agreement and the County terminates or modifies the exemption from taxation granted pursuant to this Agreement with respect to such Building. Any such termination or modification of tax exemption under this Section 7 shall have no effect on the tax exemption granted under this Agreement for any other Building in the Project. The County agrees that it will not amend or revoke the Northern Industrial CRA designation as to the CRAA Land in the Northern Industrial CRA, or modify the incentives available under that designation for the CRAA Land, prior to 2027 without the prior written consent of the Authority and DRCS except as set forth in Section 8.

Section 8. If the Owner of a Building materially fails to fulfill its obligations under this Agreement, or if the County determines that the certification as to delinquent taxes required by this Agreement is fraudulent, the County may terminate or modify the exemption from taxation granted under this Agreement with respect to such Owner's Building. Any such termination or modification of tax exemption under this Section 8 shall have no effect on the tax exemption granted under this Agreement for any other Building in the Project.

Section 9. The Authority and DRCS each hereby certifies for itself that at the time this Agreement is executed, they do not owe any delinquent real or tangible personal property taxes to any taxing authority of the State and do not owe delinquent taxes for which the Authority is liable under Chapter 5733, 5735, 5739, 5741, 5743, 5747, or 5753 of the Ohio Revised Code, or, if such delinquent taxes are owed, they are currently paying the delinquent taxes pursuant to an undertaking enforceable by the State or an agent or instrumentality thereof, has filed a petition in bankruptcy under 11 U.S.C. 101, et seq., or such a petition has been filed against them. For the purposes of this certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Ohio Revised Code governing payment of those taxes.

Section 10. The Authority and DRCS each affirmatively covenants that it does not owe: (1) any delinquent taxes to the State or a political subdivision of the State; (2) any moneys to the State or a state agency for the administration or enforcement of any environmental laws of the State; and (3) any other moneys to the State, a state agency or a political subdivision of the State that are past due, whether or not the amounts owed are being contested in a court of law.

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Section 11. The Authority, DRCS and the County acknowledge that this Agreement must be approved by formal action of the legislative authority of the County as a condition for the Agreement to take effect. This Agreement takes effect upon such approval.

Section 12. The County has developed a policy to ensure recipients of Northern Industrial CRA tax benefits practice non-discriminating hiring in their operations. By executing this Agreement, the Owner is committing to following non-discriminating hiring practices and acknowledges that no individual may be denied employment solely on the basis of race, religion, sex, disability, color, national origin, age, sexual orientation, genetic information, military status, veterans' status, or ancestry.

Section 13. The exemption from taxation granted under this Agreement shall be revoked with respect to a Building if it is determined that the Owner of such Building, any successor to such Owner or any related member (as those terms are defined in division (E) of Section 3735.671 of the Ohio Revised Code) has violated the prohibition against entering into this Agreement under division (E) of Section 3735.671 or Section 5709.62 or 5709.63 of the Ohio Revised Code prior to the time prescribed by that division or either of those sections. Any such termination or modification of tax exemption under this Section 13 shall have no effect on the tax exemption granted under this Agreement for any other Building in the Project.

Section 14. The Authority affirmatively covenants that it has made no false statements to the State or the County or any other local political subdivisions in the process of obtaining approval of the Northern Industrial CRA incentives for the Project. If any representative of the Authority has knowingly made a false statement to the State or a local political subdivision to obtain the Community Reinvestment Area incentives, the Authority shall be required to immediately return all benefits received under this Agreement pursuant Section 9.66(C)(2) of the Ohio Revised Code and shall be ineligible for any future economic development assistance from the State, any State agency or a political subdivision pursuant to Section 9.66(C)(1) of the Ohio Revised Code. Any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to Section 2921.13(D)(1) of the Ohio Revised Code, which is punishable by a fine of not more than \$1,000 and/or a term of imprisonment of not more than six months.

DRCS affirmatively covenants that it has made no false statements to the State or the County or any other local political subdivisions in the process of obtaining approval of the Northern Industrial CRA incentives for the Project. If any representative of DRCS has knowingly made a false statement to the State or a local political subdivision to obtain the Community Reinvestment Area incentives, DRCS shall be required to immediately return all benefits received under this Agreement pursuant Section 9.66(C)(2) of the Ohio Revised Code and shall be ineligible for any future economic development assistance from the State, any State agency or a political subdivision pursuant to Section 9.66(C)(1) of the Ohio Revised Code. Any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to Section 2921.13(D)(1) of the Ohio Revised Code, which is punishable by a fine of not more than \$1,000 and/or a term of imprisonment of not more than six months.

Section 15. This Agreement and the benefits and obligations hereof are not transferable or assignable without the express, written approval of the County, which approval shall not be unreasonably withheld or delayed; provided, however, that the County agrees not to withhold its approval of such transfer or assignment so long as the Authority, DRCS or another assignor files with the County an assumption agreement substantially in the form attached hereto as Exhibit B (an "Assumption Agreement"), executed by the transferee or assignee, wherein the intended transferee or assignee (i) assumes all obligations of an Owner under this Agreement with respect to one or more Buildings and (ii) certifies to the validity of the representations, warranties and covenants contained herein as to such transferee or assignee. For each Assumption Agreement filed with the County, a \$1,000 assignment review fee, payable by the assignor, shall be due to the County upon filing of the Assumption Agreement. The County hereby approves the transfer or assignment of this Agreement and the benefits and obligations hereof to any entity affiliated with DRCS (including but not limited to, DRCS Related Entities, subsidiaries, affiliates, joint ventures or other arrangements used by DRCS to carry out the terms of this Agreement) or any successor entities to DRCS or its affiliates as a result of a consolidation, reorganization, acquisition or merger.

Section 16. Annually during the term of any tax exemption for a Building under Section 4 of this Agreement, the Authority will cause there to be collected and paid to the School District the Millage Differential Amount as defined herein. That Millage Differential Amount shall be equal to the product of (a) the increase in the assessed value of the land over its assessed value on the real property tax list and duplicate for tax year 2007 (not including the taxable value of any Building) for the tax parcel upon which the Building is located (the "Building Parcel") multiplied by (ii) a millage rate that is the difference between the effective real property tax rate for that Building Parcel for that year and the effective real property tax rate for that year

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for land located in the Canal Vause CRA created by Franklin County Commissioners' Resolution No. 891-2006 adopted November 28, 2006, which has not been annexed into the City of Columbus. Unless otherwise agreed in writing by the County, the Authority and the School District, the Millage Differential Amount shall be collected and distributed in the manner similar to the collection and distribution of real property taxes and may be collected with the tax increment financing referred to in Section 17 below.

Section 17. The County and the Authority acknowledge that the County approved a 100% 30-year tax increment financing (TIF) pursuant to Sections 5709.77 et seq. of the Revised Code on the CRAA Land in the Northern Industrial CRA. The parties acknowledge that there will be no TIF service payments as to the assessed value of any Building for any period the assessed value of that Building is subject to a tax exemption under Section 4 of this Agreement. All service payments received from the assessed value of any parcel of land for a Building subject to a tax exemption under Section 4 of this Agreement under the TIF will be paid over to the School District. During any period service payments are made with respect to both the assessed value of a Building and the underlying parcel of land, the School District will receive sixty percent (60%) of those service payments with the remaining forty percent (40%) of those service payments made to the County for the purpose of compensation to the other taxing entities within the Northern Industrial CRA pursuant to ORC section 5709.82 and/or for public infrastructure improvements as provided in the resolution of the Board of County Commissioners establishing that TIF.

Section 18. For each tax year for which an exemption is provided pursuant to this Agreement, each Owner shall pay to the Pickaway Board of County Commissioners an annual fee equal to \$2,500 per Building owned by the Owner payable by March 1 of the taxable year that is attributable to the tax year of the exemption (e.g., if an exemption is provided for tax year 2019, the payment will be due by March 1, 2020). Additionally, for each tax year for which an exemption is provided pursuant to this Agreement, each Owner shall pay to the Pickaway Progress Partnership, or another economic development agency as designated by the Pickaway County Board of Commissioners, an annual fee equal to \$5,000 per Building owned by the Owner payable by March 1 of the taxable year that is attributable to the tax year of the exemption (e.g., if an exemption is provided for tax year 2019, the payment will be due by March 1, 2020).

Section 19. If any provision of this Agreement or the application of any such provision to any such person or any circumstance shall be determined to be invalid or unenforceable, then such determination shall not affect any other provision of this Agreement or the application of such provision to any other person or circumstance, all of which other provisions shall remain in full force and effect. If any provision of this Agreement is capable of two constructions one of which would render the provision valid, then such provision shall have the meaning which renders it valid.

IN WITNESS WHEREOF, the County, the Authority and DRCS have caused this Agreement to be executed in their respective names by their duly authorized officers as of the date hereinabove written.

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

Attest: Angela Karr, Clerk

**In the Matter of**  
**WDC Group:**

Chris Widner and Jason Funderburg from WDC Group met with the Commissioners to provide updates for various projects. Plans were provided to review of the Airport hangers that is calling for need new constructions to be built. There are three options to choose from, the difference of building dimensions or a custom builder. The Commissioners felt option one was more effective and suitable for the Airport's needs. The plans will be forwarded to the Airport Authority Board for review. The project could be done mid-winter.

Next discussion was about replacement or repairs of the porch at the Commissioners' Office. The suggested route was to support the existing roof and remove the porch to be replaced. The porch project may be out for bid mid-winter for the project to start in spring of 2020. The last project is plumbing at the Sheriff's Office for the kitchen area. Once the room is demoed for the concrete work, the floor will need to be either concrete or DTC and new counter tops will need to be installed. The plumbing lines to the toilets need replaced. There is no way to avoid any lines and re-route. The lines were out of cast iron and need to be replaced with PVC, due to the lines are completely deteriorated possibly from the use of so much salt over the years. The project is roughly estimated at \$400,000 and will need to be done in sections. Lines that are

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in working order may be looked at to sleeve so that it can be prevented from them getting to the same state as the lines that need replaced.

The Commissioners asked Mr. Widner and Mr. Funderburg what is the positive of burying the electric line at Memorial Hall versus leaving it as is since there is not much work close the current line location. Mr. Widner suggested that the line may not be moved in time for BJ's Electric to do his work. A call can be placed with AEP to check the timing for them to assess the work before the contractor can do the physical moving of the line to underground.

**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 03, 2019.

A total of \$370.00 was reported being collected as follows: \$ 100 in adoption fees; \$75 in dog licenses; \$30 in dog license late penalty; \$40 in owner turn-in fees; \$100 in private donations; and \$25 in redemptions.

Four (4) stray dogs were processed in; three (3) dogs were adopted.

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

Jay H. Wippel, President

Harold R. Henson, Vice President

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

Attest: Angela Karr, Clerk