

TUESDAY, JANUARY 14, 2020
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, January 14, 2020, with the following members present: Mr. Harold R. Henson, Mr. Brian S. Stewart, and Mr. Jay H. Wippel. 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 January 7, 2020, 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 Jay Wippel 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 January 15, 2020, 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 \$578,824.07 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 Expense Line Item:

Commissioner Jay Wippel offered the motion, seconded by Commissioner Brian Stewart, to approve the following requests for the APPROPRIATION OF EPENSE LINE ITEM:

\$32,871.82 – 101.1105.5703 – Contingencies - 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
Fund Transfer Approved:

Commissioner Jay Wippel offered the motion, seconded by Commissioner Brian Stewart, to approve the following requests for the FUND TRANSFER:

\$32,871.82 – 101.1105.5703 – Contingencies – Commissioners

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**TO
234.0000.4556 – Local Share Crime Victims – Commissioners**

\$8,254.93 – 101.1105.5609 – ALGT Interest – Treasurer

**TO
201.0000.4705 – ALGT Interest – Treasurer**

\$1,584.46 – 101.1105.5610 – Motor Vehicle Tax Interest – Treasurer

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

\$1,017.13 – 101.1105.5611 – Special Projects Assessment Interest – Treasurer

**To
901.0000.4707 – Special Projects Assessment Interest**

\$20,000.00 – 101.1105.5720 – Fairgrounds Debt Transfer Out – Commissioners

**TO
325.0000.4901 – Transfer In Debt Fund – Commissioners**

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

Attest: Angela Karr, Clerk

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

Commissioner Jay Wippel offered the motion, seconded by Commissioner Brian Stewart, to approve the following requests for the ISSUANCE OF A BLANKET PURCHASE ORDER:

\$1,000.00 – 297.5002.5901 -Other Expenses

\$1,250.00 – 101.1206.5901 – Other Expenses– Court of Appeals

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
Waiver Approved:**

Nancy Graham, Fiscal Specialist, requested a waiver to pay Foremost Management, in a timely manner related to the Memorial Hall Window Project. After discussing the request, Commissioner Jay Wippel offered the motion, seconded by Commissioner Brian Stewart, to waive the waiting period to issue payment to the Foremost Management, in the amount of \$16,603.74 from line item #411.7105.5401 Memorial Hall Contract Services.

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
Report Provided by Marc Rogols:**

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

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- There were no BWC claims filed for the week, there were no unemployment claims filed this week.
- There are two items listed on Govdeals.com. #208 – 1982 Galion 9 wheel roller with a current bid at \$917.00. The reserve is set at \$2,500. #209 – 1997 Kobelco Excavator with a current bid of \$14,100. The reserve was set at \$10,000.00.
- Mr. Rogols reported BWC refunds we had received on Monday, January 13th. The Auditor will deposit and disburse to departments.
- Mr. Rogols submitted the GAAP reporting inventories to the Auditor’s Office for the Building Department, EMA, Dog Shelter, Maintenance and Commissioners’ Office.

In the Matter of
Report Provided by Darrin Flick:

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

- Last week Mr. Flick attended the Homeland Security Evacuation Plan Meeting and County HAZMAT Tm Way Ahead Meeting on January 7th, the Quarterly Local Emergency Planning Committee (LEPC) Meeting on January 9th and End of Year/Beginning of the Year Work all week.
- This week Mr. Flick will be submitting the Quarterly EMPG Grant Submission January 13th, the Quarterly HAZARD Mitigation Grant Submission January 15th. Mr. Flick will be attending the County Communications Monthly Meeting, the County Fire Chiefs Monthly Meeting January 15th and the PAAC Board Mtg January 17th.
- Next week Mr. Flick will be attending the Countywide Active Aggressor Exercise Meeting January 22nd.

In the Matter of
Ohio State Historic Preservation Office
Programmatic Agreement Signed:

The Commissioners reviewed the “Programmatic Agreement Between the Ohio State Historic Preservation Office and Pickaway County for Administration of Programs Using HUD Allocated Funds with Delegated Review Responsibilities Authorized Under 24 CFR Part 58”. The agreement is required as part of the Community Housing Impact & Preservation (CHIP) program, a housing rehabilitation program that provides financial assistance to low-to-moderate income (LMI) homeowners, for which the county and City of Circleville are filing a joint application to the Ohio Development Services. The agreement essentially states that any work performed on a structure with historic designation will abide by the stipulations contained within the agreement. The agreement will expire on December 31, 2024.

Commissioner Brian Stewart offered the motion, seconded by Commissioner Jay Wippel, to authorize Commissioner Harold Henson to sign the above-mentioned agreement.

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
Authorizing the Fourth Supplemental Trust Agreement
Amended Agreement for the 2020 Sales Tax Bonds Notes:

The Board of County Commissioners (the “Board”) of County of Pickaway, Ohio (the “County”) met in regular session on January 7, 2020, at 9:00 a.m., at the offices of the Board, 139 West Franklin Street, Circleville, Ohio, with the following members present:

Commissioner Jay Wippel introduced the following resolution and moved its passage, seconded by Commissioner Brian Stewart:

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Resolution No.: PC-011420-5

FOURTH SUPPLEMENTAL TRUST AGREEMENT
AMENDED AGREEMENT OF *RESOLUTION NO. PC-010719-3*

This FOURTH SUPPLEMENTAL TRUST AGREEMENT, dated as of January 1, 2020 (the “Fourth Supplemental Trust Agreement”), by and between the COUNTY OF PICKAWAY, OHIO (the “County”), a county and political subdivision organized and existing under and by virtue of the laws of the State of Ohio (the “State”), and U.S. BANK NATIONAL ASSOCIATION, a national banking association authorized to exercise corporate trust powers in the State, as Trustee (the “Trustee”) (with all undefined terms used herein with initial capitalization when the rules of grammar would not otherwise so require having the meanings given them in the Original Trust Agreement as defined hereinbelow);

W I T N E S S E T H T H A T:

WHEREAS, effective October 1, 1983, the Board of County Commissioners of the County (the “Board”) imposed by resolution a 1.0% sales tax on every retail sale, except sales of motor vehicles made in the County and on the storage, use, or other consumption in the County of motor vehicles acquired by a transaction subject to the tax imposed by Section 5739.02, Revised Code, and, in addition to that imposed by Section 5741.02, Revised Code, on the storage, use, or consumption in the County of tangible personal property which is subject to the tax levied by the State as provided in Section 5741.02, Revised Code, and on the storage, use, or other consumption in the County of tangible personal property, purchased in another County within the State by a transaction subject to the tax imposed by Section 5739.02, Revised Code. Effective October 1, 2018, the Board by Resolution PC-060518-1 reauthorized the Sales Tax on all retail sales made in the County, except sales on watercraft and outboard motors required to be titled pursuant to Chapter 1548, Revised Code, and sales of motor vehicles, and on the storage, use, or other consumption in the County of motor vehicles, and watercraft and outboard motors required to be titled pursuant to Chapter 1548, Revised Code and acquired by a transaction subject to the tax imposed by Section 5739.02, Revised Code, and, in addition to the tax imposed by Section 5741.02, Revised Code, tangible personal property and services subject to the tax levied by the State in Section 5741.02, Revised Code, and tangible personal property and services purchased in another County within the State by a transaction subject to the tax imposed by Section 5739.02, Revised Code; and

WHEREAS, by virtue of the authority of Section 133.081, Ohio Revised Code, the County is authorized to issue sales tax supported bonds in anticipation of the receipt of revenues of the Sales Tax (the “Revenues”) for the purposes of financing the cost of permanent improvements for the County, or to refund any outstanding obligations; and

WHEREAS, pursuant to such authority, the County has issued its \$3,000,000 Fairground Improvement Sales Tax Revenue Bond Anticipation Notes, Series 2019 (Taxable) (the “Outstanding Notes”); and

WHEREAS, the Outstanding Notes were secured and authorized by a Trust Agreement, dated as of August 1, 2018 (the “Original Trust Agreement”), between the County and U.S. Bank National Association, as trustee (the “Trustee”), which Original Trust Agreement has previously been supplemented and amended by a First Supplemental Trust Agreement, dated as of December 1, 2018 (the “First Supplemental Trust Agreement”), a Second Supplemental Trust Agreement, dated as of January 1, 2019 (the “Second Supplemental Trust Agreement”), and a Third Supplemental Trust Agreement, dated as of January 1, 2019 (the “Third Supplemental Trust Agreement” and, together with the Original Trust Agreement, the First Supplemental Trust Agreement, the Second Supplemental Trust Agreement, and this Fourth Supplemental Trust Agreement, the “Trust Agreement”); and

WHEREAS, Section 2.06 of the Original Trust Agreement authorizes the issuance of interim indebtedness (the “Interim Indebtedness”) for any lawful purpose; and

WHEREAS, the County has determined that it is in its best interest to issue its \$3,000,000 Fairground Improvement Sales Tax Revenue Bond Anticipation Notes, Series 2020 (Taxable), dated January 16, 2020, as Interim Indebtedness to refund the Outstanding Notes; and

WHEREAS, by virtue of the authority of Section 133.081, Ohio Revised Code and the Authorizing Legislation referred to below, the County is authorized to enter into this Fourth Supplemental Trust

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Agreement and to do or cause to be done all the acts and things herein provided or required to be done, including the issuance of the Series 2020 Notes; and

WHEREAS, no default exists under the Original Trust Agreement and all requirements and conditions precedent to the issuance of the Series 2020 Notes as Interim Indebtedness under the Original Trust Agreement have been or will be satisfied and complied with; and

WHEREAS, all acts, conditions and things required to happen, exist, and be performed precedent to and in connection with the issuance of the Series 2020 Notes and with the execution and delivery of this Fourth Supplemental Trust Agreement have happened, exist, and have been performed in order to make the Series 2020 Notes, when delivered, legal, valid, and binding special obligations of the County in accordance with the terms thereof and hereof; and

WHEREAS, the Trustee has accepted the trusts created by the Trust Agreement (as defined herein), and in evidence thereof has joined in the signing of this Fourth Supplemental Trust Agreement;

NOW, THEREFORE, in order to secure the payment of Debt Service Charges on the Securities, including the Series 2020 Notes, according to their true intent and meaning, and to secure the performance and observance of all of the covenants, agreements, obligations and conditions contained therein and herein, and to declare the terms and conditions upon and subject to which the Securities are and are intended to be issued, held, secured and enforced, and in consideration of the premises and the acceptance by the Trustee of the trusts created herein and of the purchase and acceptance of the Securities by the Holders, and for other good and valuable consideration, the receipt of which is acknowledged, the County has signed and delivered this Fourth Supplemental Trust Agreement and does hereby pledge to the Trustee and to its successors in trust, and its and their assigns, the Revenues, and does hereby assign to the Trustee and to its successors in trust, and its and their assigns, and grant a security interest in, the Revenues, to the extent and with the exceptions provided in the Trust Agreement;

PROVIDED, HOWEVER, that any pledge or assignment of, or security interest in, any Fund, account, receivables, revenues, money or other intangible property not in the custody of the Trustee shall be valid and enforceable only to the extent permitted by law;

TO HAVE AND TO HOLD unto the Trustee and its successors in that trust and its and their assigns forever;

BUT IN TRUST, NEVERTHELESS, and subject to the provisions hereof,

- (a) except as provided otherwise herein, for the equal and proportionate benefit, security and protection of all present and future Holders,
- (b) for the enforcement of the payment of the Debt Service Charges on the Securities, when payable, according to the true intent and meaning thereof and of the Trust Agreement, and
- (c) to secure the performance and observance of and compliance with the covenants, agreements, obligations, terms and conditions of the Trust Agreement,

in each case, except as provided otherwise herein, without preference, priority or distinction, as to lien or otherwise, of any one Security over any other by reason of designation, number, date of the Securities or of authorization, issuance, sale, signing, authentication, delivery or maturity thereof, or otherwise, so that each Security and all Securities shall have the same right, lien and privilege under the Trust Agreement, and shall be secured equally and ratably hereby, it being intended that the lien and security of the Trust Agreement shall take effect from the date hereof, without regard to the date of actual issue, sale or delivery of the Securities, as though upon that date all of the Securities were actually issued, sold and delivered to purchasers for value; and

PROVIDED FURTHER, HOWEVER, that if

- (i) the principal of the Securities and the interest due or to become due thereon, together with any premium required by redemption of any of the Securities prior to maturity, shall be well and truly paid, at the times and in the manner to which reference is made in the Securities, according to the true intent and meaning thereof, or the outstanding Securities shall have been paid and discharged in accordance with Article IX of the Original Trust Agreement, and

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- (ii) all of the covenants, agreements, obligations, terms and conditions of the County under the Trust Agreement shall have been kept, performed and observed, and there shall have been paid to the Trustee, the Registrar, the Paying Agents and the Authenticating Agents all sums of money due or to become due to them in accordance with the terms and provisions hereof,

then the Trust Agreement and the rights assigned hereby shall cease, determine and be void, except as provided in Section 9.03 of the Original Trust Agreement with respect to the survival of certain provisions hereof; otherwise, the Trust Agreement shall be and remain in full force and effect.

It is hereby declared that all Securities issued hereunder and secured hereby are to be issued, authenticated and delivered, and that all Revenues are to be dealt with and disposed of under, upon and subject to, the terms, conditions, stipulations, covenants, agreements, obligations, trusts, uses and purposes provided in the Trust Agreement. The County has agreed and covenanted, and agrees and covenants with the Trustee and with each and all Holders, as follows:

Section 1. Definitions; Interpretations and References.

(a) Definitions. Where capitalized words are used as defined terms in this Fourth Supplemental Trust Agreement (and in its preambles), to the extent that they are not defined herein, they shall have the meanings assigned to such terms in the Original Trust Agreement unless otherwise provided herein or unless the context or use clearly indicates another or different meaning or intent.

In addition to the words and terms elsewhere defined in this Fourth Supplemental Trust Agreement, the following words and terms used herein (including in its preambles) shall have the following meanings unless otherwise provided and unless the context or use indicates another or different meaning or intent:

“Authorizing Legislation” means when used in connection with the Series 2020 Notes, a resolution adopted by the Board on January 7, 2020, including the Certificate of Fiscal Officer, dated January 9, 2020, that is deemed to be incorporated therein and made a part thereof.

“Interest Payment Date” means, as to the Series 2020 Notes, the date on which the Series 2020 Notes mature.

“Original Purchaser” or “Underwriter” means, as to the Series 2020 Notes, KeyBanc Capital Markets, Inc., Columbus, Ohio.

“Paying Agent” means, with respect to the Series 2020 Notes, the Trustee.

“Registrar” means the Trustee, until a successor Registrar will have become such pursuant to applicable provisions of the Trust Agreement. Any Registrar designed under the Trust Agreement will be a transfer agent registered in accordance with Section 17A(c) of the Securities Exchange Act of 1934.

“Sales Tax” means the County’s 1.0% tax, enacted by the Board on June 5, 2018 pursuant to Resolution PC-060518-1, on all retail sales made in the County, except sales on watercraft and outboard motors required to be titled pursuant to Chapter 1548, Revised Code, and sales of motor vehicles, and on the storage, use, or other consumption in the County of motor vehicles, and watercraft and outboard motors required to be titled pursuant to Chapter 1548, Revised Code and acquired by a transaction subject to the tax imposed by Section 5739.02, Revised Code, and, in addition to the tax imposed by Section 5741.02, Revised Code, tangible personal property and services subject to the tax levied by the State in Section 5741.02, Revised Code, and tangible personal property and services purchased in another County within the State by a transaction subject to the tax imposed by Section 5739.02, Revised Code.

“Series 2020 Notes” means the \$3,000,000 “Fairground Improvement Sales Tax Revenue Bond Anticipation Notes, Series 2020 (Taxable)” of the County dated as of the date of delivery (expected to be January 16, 2020), and issued pursuant to the Authorizing Legislation and this Fourth Supplemental Trust Agreement.

(b) Interpretations and References. Any references herein to the County or the Board or their officers, or to other public bodies, boards, commissions, departments, institutions, agencies, bodies, entities or officers, shall include those that succeed to their functions, duties or responsibilities pursuant to or by operation of law, or otherwise are lawfully performing their functions.

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Any reference herein to a section or provision of the Ohio Revised Code or to the laws of the State or to resolutions of the County shall include that section or provision and those laws and resolutions as from time to time amended, modified, revised, supplemented, or superseded. No amendment, modification, revision, supplement, or superseding section or provision shall be applicable solely by reason of this provision if it constitutes in any way an impairment of the rights or obligations of the County, the holders, the Trustee, or the Registrar under the Trust Agreement, the Authorizing Legislation, the Securities or any other instrument or document entered into in connection with any of the foregoing, including without limitation, any alteration of the obligation to pay Debt Service Charges in the amount and manner, at the times and from the sources provided the Trust Agreement.

If the definition for any defined term contained in this Fourth Supplemental Trust Agreement conflicts with the definition for a defined term contained in the Original Trust Agreement, then the definition contained herein shall control.

References in this Fourth Supplemental Trust Agreement to a section, unless otherwise stated, are to a section of this Fourth Supplemental Trust Agreement. The terms “hereof,” “herein,” “hereby,” “hereto,” and “hereunder,” and similar terms, mean and refer to this Fourth Supplemental Trust Agreement. The captions and headings in this Fourth Supplemental Trust Agreement are solely for convenience of reference and do not define, limit, or describe the scope or intent of any provisions or sections of this Fourth Supplemental Trust Agreement.

Section 2. Issuance of Series 2020 Notes. The County shall issue, sell, and deliver \$3,000,000 in principal amount of Series 2020 Notes for the purposes set forth in the recitals hereto.

The Series 2020 Notes shall be designated “Fairground Improvement Sales Tax Revenue Bond Anticipation Notes, Series 2020 (Taxable);” shall be substantially in the form attached hereto as Exhibit A; shall be numbered consecutively from R-1 upward; shall be in the authorized denomination of \$100,000 or any multiple of \$5,000 in excess thereof; shall be dated the date of their delivery (expected January 16, 2020); shall mature January 14, 2021 and shall bear interest at the rate or rates set forth in the Certificate of Fiscal Officer Relating to Terms of Notes dated January 9, 2020.

Section 3. Redemption Provisions.

The Series 2020 Notes shall not be subject to redemption prior to their stated maturity.

Section 4. Application of Proceeds of Series 2020 Notes. The proceeds of sale of the Series 2020 Notes shall be allocated and deposited with the Trustee to currently refund the principal of the Outstanding Notes at their maturity.

Section 5. Transfer, Exchange and Registration. The Series 2020 Notes are subject to all the terms and conditions of the Trust Agreement relating to transfer, exchange, and registration.

Section 6. Concerning the Trustee. The Trustee accepts the trusts herein declared and provided and agrees to perform the same upon the terms and conditions in the Original Trust Agreement and this Fourth Supplemental Trust Agreement, including the terms and provisions defining and limiting the liabilities and responsibilities of the Trustee and provisions as to indemnification of the Trustee.

Without limiting the generality of the foregoing, the Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Fourth Supplemental Trust Agreement or the authorization and due execution thereof by the County, or for or in respect of the recitals herein contained, all of which recitals are made by the County solely, or for the consequences of any amendment or supplement herein provided for, and the Trustee makes no representation with respect to any such matters.

Nothing in the Trust Agreement shall require the Trustee, on the occurrence of an Event of Default, to implement any remedy which results in the Trustee becoming the owner of real estate that may result in environmental liability to the Trustee.

Section 7. Severability. The invalidity of any one or more phrases, sentences, clauses, or paragraphs of this Fourth Supplemental Trust Agreement shall not affect the remaining portions of this Fourth Supplemental Trust Agreement, or any part thereof, and in the event that one or more of the phrases, sentences, clauses, or paragraphs contained herein should be held to be invalid, this Fourth Supplemental Trust Agreement shall be construed as if such invalid phrase or phrases, sentence or sentences, clause or clauses, or paragraph or paragraphs had not been inserted.

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Section 8. Certain Words. Except where the context otherwise requires, words importing the singular number shall include the plural number and vice versa and words connoting the female gender shall include the male gender and vice versa.

Section 9. Governing Law. This Fourth Supplemental Trust Agreement and the Series 2020 Notes are and shall always be construed to be contracts made under and pursuant to the Constitution and laws of the State in force at the time of the date hereof, and all terms, covenants, conditions and provisions hereof and thereof shall be construed according to such Constitution and laws.

Section 10. Several Counterparts. This Fourth Supplemental Trust Agreement may be executed in several counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute but one and the same instrument.

Section 11. Effective Date; Binding Effect. This instrument shall become effective on the issuance date of the Series 2020 Notes, and shall thereafter be binding upon the County and the Trustee and shall inure to the benefit of the County and the Trustee and their respective successors and assigns, subject, however, to the limitations contained in the Trust Agreement.

Section 12. Captions. The captions or headings in this Fourth Supplemental Trust Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Fourth Supplemental Trust Agreement.

IN WITNESS WHEREOF, the County has caused this Fourth Supplemental Trust Agreement to be executed in its name and on its behalf by its Authorized Officers and the Trustee, in token of its acceptance of the trusts created hereunder, has caused this Fourth Supplemental Trust Agreement to be signed for it and in its name and on its behalf by its duly authorized officer, as Trustee and as Bond Registrar, all as of the day and year first above written.

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
Economic Development:**

Ryan Scribner and David Glass, of Pickaway Progress Partnership (P3) met with the Commissioners to provide an update on Port Authority financing for projects. Scribner discussed various ways in which the county creating its own Port Authority could be beneficial, but acknowledged that there could be drawbacks as well. The Commissioners asked how Port Authority boards are appointed and how much control the Commissioners could retain over membership. There were concerns raised over whether a Port Authority could eventually become a competitor to P3, or become involved in projects that the community does not support. Commissioner Stewart stated that if the county created such a Port Authority, it could potentially be used to assist economic development efforts throughout southern and southeast Ohio, in counties which also do not have their own port authority. It was agreed that the possibility of a Port Authority would continue to be researched and discussed. There was also discussion about the formation of a Transportation Improvement District (TID), which the commissioners were supportive of completing.

**In the Matter of
Health District:**

Nasandra Wright, Health Commissioner stop in to introduce Timothy Wright as the new Environmental Health Specialist for the Pickaway County Health District. Mr. Wright comes from Clermont County with knowledge in development and he feels that he can provide help with growth coming to the county and keeping it controlled. Mr. Wright will have a team of five. Mrs. Wright stated that the Health Department is in business to help a business strive long term and does not approve a project that will cause issues for a homeowner. Mr. Wright comes from a past history of being in a good relationship with the Planning Commissioner and Building Department for Idaho and he is in hopes to have the same relationship here.

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**In the Matter of
Executive Session:**

At 11:10 a.m., Commissioner Jay Wippel offered the motion, seconded by Commissioner Brian Stewart, 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 Sarah Moser, Savion, Angela Karr, Clerk, Tim McGinnis, Planning and Development and April Dengler, County Administrator 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 11:55 a.m., the Commissioners exited Executive Session and Commissioner Brian Stewart offered the motion, seconded by Commissioner Jay Wippel, 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
Park District's 2020 Clean Ohio Trail Fund Grant
Application for Construction of a Bridge on Pickaway Trail:**

Commissioner Brian Stewart offered the motion, seconded by Commissioner Jay Wippel, to support the Pickaway County Park District's 2020 Clean Ohio Trail Fund Grant Application for the construction of a bridge on the Pickaway Trail where it crosses over the Ohio Erie Canal, and the paving of 550' of said trail east to the Scioto river. (see attached map). This project will connect the portion of the Pickaway Trail on the east side of Canal Rd., with Canal Park and the remaining 15-mile corridor on the west side of Canal Rd.

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
County Administrator Report:**

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

- Ms. Dengler is trying to meet with the Fair Board and Visitor's Bureau to resolve scheduling issues.
- The Memorial Hall Window Project is almost complete, finishing up the caulking, etc. Should do a walk-thru later next week. Ms. Dengler sent invoices to Ohio Facilities Commission for reimbursement (\$20,356.10)
- We will receive an additional \$60,792.56 from CORSA for the Airport Hangar, for a total of \$369,707.16. The total project with WDC Group is estimated at \$556,793.00 and \$187,058.84 for GreenEx Solar for the replacement of the Airport Hangar.
- Ms. Dangler has been contacted by Logan Stephens, from a solar wind project company, to schedule a time to meet with the Commissioners to introduce himself. Ms. Dengler will contact Sarah Moser from Savion to gather insight of which project it is regarding.
- Ms. Dengler provided a maintenance update, plaster issues at the courthouse adult probation department inside the back door. There are repairs going on now in Chris Mullin's Office at the Engineer's Office. Ms. Dengler is getting a list of preferred engineers from the City for procurement process for RFQ's for the Turner Drive Project.

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- The Circleville City School District Board of Education passed Resolution No. 20-001 on January 8, 2020 opposing the State of Ohio EdChoice Scholarship (Voucher) Program. The Ohio legislatures amendments greatly increase the number and availability of vouchers for students to attend private/parochial schools at public tax expense. Ms. Dengler provided a copy of the resolution to the Commissioners.

In the Matter of
Weekly Dog Warden Report:

The weekly report for the Wright Poling/Pickaway County Dog Shelter was filed for week ending January 11, 2020.

A total of \$2,142 was reported being collected as follows: \$200 in adoption fees; \$1,275 in dog licenses; \$450 in kennel licenses; \$27 in additional kennel license; \$165 in private donations and \$25 redemptions.

One (1) stray dog was processed in; four (4) dog 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.

Harold R. Henson, President

Brian S. Stewart, Vice President

Jay H. Wippel, Commissioner
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Attest: Angela Karr, Clerk