

**TUESDAY, JANUARY 5, 2021
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 5, 2021, with the following members present: Mr. Jay H. Wippel, Mr. Harold R. Henson, and Mr. Gary K. Scherer. April Dengler, County Administrator, was also in attendance.

**In the Matter of
Minutes Approved:**

Commissioner Jay Wippel offered the motion, seconded by Commissioner Harold Henson, to approve the minutes from December 22, 2020, with corrections.

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

Attest: Angela Karr, Clerk

**In the Matter of
Amended Certificate Approved:**

Commissioner Jay Wippel offered the motion, seconded by Commissioner Gary Scherer, to adopt the following Resolution:

Resolution No.: PC-010521

WHEREAS, the Pickaway County Budget Commission approved an AMENDED CERTIFICATE in the amount of \$84,709.72 to increase amended certificate for the Pathway to Recovery Drug Court Fund #930 due to SOR Grant has been extended into 2021,

THEREFORE BE IT RESOLVED, that the Pickaway County Board of Commissioners hereby appropriated the following sum for expenditure for period ending December 31, 2021:

**PATHWAY TO RECOVERY DRUG COURT FUND #930
\$84,709.72**

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

Attest: Angela Karr, Clerk

**In the Matter of
Appropriate Expense Line Approved:**

Commissioner Jay Wippel offered the motion, seconded by Commissioner Gary Scherer, to approve the following requests for the APPROPRIATE EXPENSE LINE:

\$7,500.00 – 101.1215.5428 – Juvenile Court Contract Services – Commissioners

\$49,215.60 – 930.1204.5203 - Pathway to Recovery Drug Court – Adult Probation

\$35,494.12 – 930.1204.5401 – Pathway to Recovery Drug Court – Adult Probation

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

Attest: Angela Karr, Clerk

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

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

\$31,500.00 – 110.2052.5901 – Other Expenses Commissary Sheriff – Sheriff

\$1,250.00 – 101.1206.5901 – Other Expenses – 4th District Court of Appeals

\$6,000.00 – 103.2041.5901 – Other Expenses Marine Patrol Sheriff – Sheriff

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

Attest: Angela Karr, Clerk

**In the Matter of
Report Provided by Darrin Flick:**

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

- Last week EOC monitoring of COVID situation and normal operations. State EOC COVID Directors Call Tuesday and Thursday. Mr. Flick is still monitoring civil unrest throughout the state and coordinating information with law enforcement and other first responders throughout the county. Mr. Flick attended the Mass Vaccination Planning Meeting December 28th, County COVID Weekly Update December 29th and Continuing Countywide Vaccinations – EMS/LTC Facilities December 31st. Text to 911 to go live December 28th.
- This week the EOC will be monitoring the COVID situation and normal operations. State EOC COVID Directors Call Tuesday/ Thursday. Mr. Flick will be monitoring civil unrest throughout state. Coordinating information with Law Enforcement and other first responders throughout the county. Ops update with Public Health on Wednesday. Mr. Flick will be attending the Mass Vaccination Planning Meeting January 4th, County COVID Weekly Update January 5th and Continuing Countywide Vaccinations (Fairgrounds)– Phase 1a: January 7th.
- Next Week the EOC will be monitoring COVID situation and back to normal operations. State EOC COVID Directors Call Tuesday/ Thursday. Mr. Flick will be monitoring civil unrest throughout state. Coordinating information with Law Enforcement and other first responders throughout the county. UAS Team Planning and Operations Training Wednesdays and Decon Trailer Support to Ohio Health Berger: Sept 2020-Sept 2021. Wednesday Ops Update with Public Health. Mr. Flick will be attending the Mass Vaccination Planning Meeting January 11th, County COVID Weekly Update and Regional Threat Assessment Kick Off Meeting January 12th and Continuing Countywide Vaccinations (Fairgrounds)– Phase 1a: and Pickaway County Quarterly LEPC Meeting January 14th.

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

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

- There were no BWC claims filed for the week, there were no unemployment claims filed this week.
- There are no current postings on Govedeals.com and awaiting payments on multiple items sold for the Pickaway County Sheriff's Office.
- Mr. Rogols reported that the Preston Schumacher is still OIC the Deputy Warden position. The staff is down to one Deputy Warden due to COVID and volunteers will report tomorrow morning to get familiar with the shelter. The Chief Dog Warden position remains posted. Mr. Rogols has received three applications for the position. The new Deputy Warden position remains posted.
- Surveillance Cameras: Dog Shelter install is complete and being monitored and alarmed. Lenel System install completed at the Commissioners' Office. Robert Adkins, IT Department, was involved and has full access and internet coordination. The install at the Service Center continues.

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Building wiring finished, alarms functional and camera being installed. Board of Elections walk-thru completed, and Mr. Rogols has updates proposals from ISP. Mr. Rogols received updated proposals from ISP for the PDI Building/ Maintenance Facility. Maintenance moved in last week and the mailbox is being installed.

In the Matter of
Integrated Protection Services
Amended Contract for Security System
At the Board of Elections:

Mr. Rogols, Deputy County Administrator provided an updated proposal from Integrated Protection Services (IPS) for the Board of Elections. The proposal is a combined total of \$19,926.06 for itemized equipment and installation at the Board of Elections.

Following a brief discussion, Commissioner Jay Wippel offered the motion, seconded by Commissioner Gary Scherer, to approve the IPS proposals for the total of \$19,926.06 for security equipment and installation at the Board of Elections.

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

Attest: Angela Karr, Clerk

In the Matter of
Integrated Protection Services
Amended Contract for Security System
At the Maintenance Facility:

Mr. Rogols, Deputy County Administrator provided an updated proposal from Integrated Protection Services (IPS) for the Maintenance Facility. The proposal is a combined total of \$53,367.73 for itemized equipment and installation at the Maintenance Facility.

Following a brief discussion, Commissioner Jay Wippel offered the motion, seconded by Commissioner Gary Scherer, to approve the IPS proposals for the total of \$53,367.73 for security equipment and installation at the Maintenance Facility.

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

Attest: Angela Karr, Clerk

In the Matter of
Family First Coronavirus
Response ACT (FFCRS)
And Administrative Leave:

The Family First Coronavirus Response Act (FFCRA) provided up to 80 hrs. of paid sick leave for employees unable to work due to COVID exposure, diagnosis, etc., however, it expired on December 31, 2020. Since the Federal Government did not extend the FFCRA for 2021, Commissioner Jay Wippel offered the motion, seconded by Commissioner Gary Scherer to approve Administrative Leave for the same reasons as the FFCRA to be approved by the employees Elected Official or Department Head.

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

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In the Matter of
Executive Session:

At 9:49 a.m., Commissioner Jay Wippel offered the motion, seconded by Commissioner Gary Sherer, to enter into Executive Session pursuant to ORC §121.22 (G) (1) to consider the appointment, employment, dismissal, discipline, promotion, demotion, or compensation, etc., of a public employee with April Dengler, County Administrator and Marc Rogols, County Deputy Administrator in attendance.

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

Attest: Angela Karr, Clerk

At 9:54 a.m., the Commissioners exited Executive Session and Commissioner Jay Wippel offered the motion, seconded by Commissioner Gary Scherer, to resume Regular Session.

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

Attest: Angela Karr, Clerk

No Action taken.

In the Matter of
Wayne Gregory Hired as Deputy Dog Warden II:

Mr. Rogols, Deputy County Administrator received an application for the full-time Deputy Dog Warden II position, and it was his recommendation to hire Wayne Gregory.

Following a brief discussion regarding the recommendation, Commissioner Jay Wippel offered the motion, seconded by Commissioner Gary Scherer, to hire Wayne Gregory, Ashville, Ohio 43113, as the full-time Deputy Dog Warden II, effective January 25, 2021.

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

Attest: Angela Karr, Clerk

In the Matter of
Designation of President of the
Pickaway County Board of Commissioners for Year 2021:

Commissioner Gary Scherer offered the motion, seconded by Commissioner Harold Henson, to designate Jay Wippel as President of the Pickaway County Board of Commissioners for year 2020.

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

Attest: Angela Karr, Clerk

In the Matter of
Designation of Vice President of the
Pickaway County Board of Commissioners for Year 2021:

Commissioner Jay Wippel offered the motion, seconded by Commissioner Gary Scherer, to designate Harold Henson as Vice-President of the Pickaway County Board of Commissioners for year 2021.

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

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**In the Matter of
Pickaway County Board of County Commissioners'
Office Hours and Weekly Meeting Day:**

Commissioner Jay Wippel offered the motion, seconded by Commissioner Gary Scherer, designating the Pickaway County Commissioners' office hours to be 8:00 a.m. to 4:00 p.m., Monday – Friday, and the Commissioners' regular meeting day to be Tuesday of every week.

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

Attest: Angela Karr, Clerk

**In the Matter of
Mileage Reimbursement Rate for Year 2021:**

Commissioner Gary Scherer offered the motion, seconded by Commissioner Jay Wippel, to set the **mileage rate for year 2021, to be \$0.48 per mile for vehicles**, which is 85% of the IRS mileage reimbursement rate, and **\$0.33 per mile for motorcycles**.

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

Attest: Angela Karr, Clerk

**In the Matter of
Designation of Official Representative and
Alternate Representative for the Purpose of
Voting at the Annual Meeting of the County
Commissioners' Association of Ohio in 2021:**

Commissioner Jay Wippel offered the motion, seconded by Commissioner Harold Henson, to adopt the following Resolution:

Resolution No.: PC-010521-1

**RESOLUTION TO DESIGNATE THE OFFICIAL REPRESENTATIVE AND ALTERNATE
FOR THE PURPOSE OF VOTING AT THE ANNUAL MEETING OF THE COUNTY
COMMISSIONERS' ASSOCIATION OF OHIO IN 2020**

WHEREAS, Article IV, Section 6, of the Code of Regulations of the County Commissioners' Association of Ohio requires each member county to, for the purpose of voting at any annual or special meeting of the Association, designate an Official Representative and Alternate; and,

WHEREAS, the designation of the Official Representative and Alternate for a county organized under the statutory form of county government shall be by resolution of the board of county commissioners; and,

WHEREAS, in designating the Official Representative and Alternate only a member of the board of county commissioners is eligible to be designated as the Official Representative and Alternate; then,

NOW THEREFORE BE IT RESOLVED that Gary Scherer, County Commissioner, is designated as the Official Voting Representative of Pickaway County; and,

BE IT FURTHER RESOLVED that Harold Henson, County Commissioner, is designated as the Alternate Voting Representative of Pickaway County.

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

Attest: Angela Karr, Clerk

In the Matter of
Determination of the Commissioners
Serving on Various Boards and Commissions:

Commissioner Gary Scherer offered the motion, seconded by Commissioner Harold Henson, to set the following determinations that were made related to the Commissioners individually serving on various boards and/or committees or commissions for year 2021:

Pickaway Senior Center Board of Directors	Commissioner Harold Henson
High Education Learning Partners for Students (HELPS)	Commissioner Jay Wippel
Local Emergency Response Committee	Commissioner Harold Henson
P3 Executive Committee/P3 Board of Directors	Commissioner Jay Wippel
911 Planning Committee	Commissioner Harold Wippel
Pickaway County Planning Commission Chair	Commissioner Harold Wippel
Pickaway County Board of Revision	Commissioner Gary Scherer

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

Attest: Angela Karr, Clerk

In the Matter of
Designation County Commissioners
Alternate on the Pickaway County Planning Commission:

Pickaway County Commissioners, presented letters to Angela Karr, Clerk, designating the listed individuals to serve as their alternate on the Pickaway County Planning Commission; therefore, Commissioner Harold Henson offered the motion, seconded by Commissioner Jay Wippel, to approve the appointment.

Marc Rogols alternate for Jay Wippel
April Dengler alternate for Gary Scherer
Angela Karr alternate for Harold Henson

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

Attest: Angela Karr, Clerk

In the Matter of
County Sanitary Engineer Contracted
Service Agreement Approved and Signed:

Commissioner Gary Scherer offered the motion, seconded by Commissioner Jay Wippel, to adopt the following Resolution:

Resolution No.: PC-010521-2

This Agreement is being entered into pursuant to the authority granted in Ohio Revised Code (O.R.C.) Section 6117.01 and O.R.C. Section 315.14. The "Commissioners" have the authority under those sections to enter into an agreement with "Engineer" to discharge the duties of County Sanitary Engineer.

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WHEREAS, the Commissioners have determined that the position of County Sanitary Engineer is necessary, and that the duties and responsibilities thereof would be beneficial to Pickaway County; and,

WHEREAS, the sections cited above permit the county Engineer to discharge such duties of a County Sanitary Engineer; and

WHEREAS, the parties agree that “Engineer” shall perform the duties described in O.R.C. Chapters 343, 6103 and 6117; and

WHEREAS, O.R.C. Section 315.14 sets forth the authority for the “Commissioners” to enter into this Agreement with “Engineer” and to provide for the compensation for performances of the relevant duties described in Chapters 343, 6103, and 6117; then

THEREFORE BE IT RESOLVED, that is agreed by and between the parties that “Engineer”, for compensation for performing the duties of County Sanitary Engineer, shall be compensated at the rate of 33% of the County Engineer’s salary per year, commencing on the 1st day of January, 2021. Said compensation shall be paid in the form of salary to “Engineer” from the appropriate funding sources authorized in O.R.C. Section 315.14, as determined at the discretion of the “Commissioners”; and,

BE IT FURTHER RESOLVED, the term of this agreement shall be from the effective date until December 31, 2024; and,

BE IT FURTHER RESOLVED, that either party may terminate this agreement during its term by giving 60 days written notice to the other of its intent to terminate this contract. Such termination may be made with or without cause. During the 60-day period, after such notice is sent, the parties shall continue to act toward each other in good faith.

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

Attest: Angela Karr, Clerk

In the Matter of
Resolution Adopted Authorizing the
Pickaway County Engineer to Proceed by Force Account:

Per the written request from Chris Mullins, Pickaway County Engineer, Commissioner Jay Wippel offered the motion, seconded by Commissioner Gary Scherer, to adopt the following Resolution authorizing Mr. Mullins to proceed by force account in year 2021, when competitive bidding is not required by the Ohio Revised Code or other law:

Resolution No.: PC-010521-3

IT RESOLVED that the Pickaway County Board of Commissioners hereby authorizes Sterlin C. Mullins, Pickaway County Engineer, to proceed by Force Account in year 2021, for the normal construction, reconstruction, improvement, maintenance, or repair of roads, bridges, and culverts when not required by O.R.C. 5543.19 or other law to use competitive bidding.

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

Attest: Angela Karr, Clerk

In the Matter of
County Engineer Discussion of
Water and Sewer Rates:

Chris Mullins, Pickaway County Engineer, held a discussion with the Commissioners regarding sewer rate increases. He has received calls regarding the increase. Valerie Cardwell, owner of Bubba’s Corner Fuel Station on State Route 62 is concerned that her rate has increased by 800%. Ms. Cardwell’s old

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bill was based off of 1,700 gals a week and the new rate is based upon 10,500 gallons a week. Mr. Mullins informed Mrs. Call that there is more maintenance involved. The facility prepares a lot of food and uses a lot of water. Before Mrs. Cardwell tapped into the sewer, she had a tank that had to be pumped out each week and the facility had to have four loads a month to remove waste. Mr. Mullins asked what usage of gallons should be based at 1,000 gals a day. Commissioner Scherer asked if her rate could be phased to increase every year until it hit the suggested current rate. Mr. Mullins will contact Ms. Cardwell to discuss the matter further.

**In the Matter of
Authorizing the Fairground Improvement Sales Tax Revenue
Bond Anticipation Notes, Series 2021 (Federally Taxable)
Fifth Supplemental Trust Agreement:**

The Board of County Commissioners (the "Board") of County of Pickaway, Ohio (the "County") met in regular session. Commissioner Jay Wippel introduced the following resolution and moved its passage:

Resolution No.: PC-010521-4

**County of Pickaway, Ohio
\$3,000,000
Fairground Improvement Sales Tax Revenue
Bond Anticipation Notes, Series 2021 (Federally Taxable)**

FIFTH SUPPLEMENTAL TRUST AGREEMENT

This FIFTH SUPPLEMENTAL TRUST AGREEMENT, dated as of January 1, 2021 (the "Fifth 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 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

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Improvement Sales Tax Revenue Bond Anticipation Notes, Series 2020 (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”), a Third Supplemental Trust Agreement, dated as of January 1, 2019 (the “Third Supplemental Trust Agreement”), and a Fourth Supplemental Trust Agreement, dated as of January 1, 2020 (the “Fourth Supplemental Trust Agreement” and, together with the Original Trust Agreement, the First Supplemental Trust Agreement, the Second Supplemental Trust Agreement, the Third Supplemental Trust Agreement, and this Fifth 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 2021 (Federally Taxable), dated January 7, 2021, 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 Fifth Supplemental Trust 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 2021 Notes; and

WHEREAS, no default exists under the Original Trust Agreement and all requirements and conditions precedent to the issuance of the Series 2021 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 2021 Notes and with the execution and delivery of this Fifth Supplemental Trust Agreement have happened, exist, and have been performed in order to make the Series 2021 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 Fifth Supplemental Trust Agreement;

NOW, THEREFORE, in order to secure the payment of Debt Service Charges on the Securities, including the Series 2021 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 Fifth 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

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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

(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 Fifth 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 Fifth 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 2021 Notes, a resolution adopted by the Board on November 10, 2020, including the Certificate of Fiscal Officer, dated December 16, 2020, that is deemed to be incorporated therein and made a part thereof.

“Interest Payment Date” means, as to the Series 2021 Notes, the date on which the Series 2021 Notes mature.

“Original Purchaser” or “Underwriter” means, as to the Series 2021 Notes, KeyBanc Capital Markets Inc., Columbus, Ohio.

“Paying Agent” means, with respect to the Series 2021 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.

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“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 2021 Notes” means the \$3,000,000 “Fairground Improvement Sales Tax Revenue Bond Anticipation Notes, Series 2021 (Federally Taxable)” of the County dated as of the date of delivery (expected to be January 7, 2021), and issued pursuant to the Authorizing Legislation and this Fifth 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.

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 Fifth 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 Fifth Supplemental Trust Agreement to a section, unless otherwise stated, are to a section of this Fifth Supplemental Trust Agreement. The terms “hereof,” “herein,” “hereby,” “hereto,” and “hereunder,” and similar terms, mean and refer to this Fifth Supplemental Trust Agreement. The captions and headings in this Fifth 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 Fifth Supplemental Trust Agreement.

Section 2. Issuance of Series 2021 Notes.

The County shall issue, sell, and deliver \$3,000,000 in principal amount of Series 2021 Notes for the purposes set forth in the recitals hereto. The Series 2021 Notes shall be designated “Fairground Improvement Sales Tax Revenue Bond Anticipation Notes, Series 2021 (Federally 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 7, 2021); shall mature January 6, 2022 and shall bear interest at the rate or rates set forth in the Certificate of Fiscal Officer Relating to Terms of Notes dated December 16, 2020.

Section 3. Redemption Provisions.

The Series 2021 Notes shall not be subject to redemption prior to their stated maturity.

Section 4. Application of Proceeds of Series 2021 Notes. The proceeds of sale of the Series 2021 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 2021 Notes are subject to all the terms and conditions of the Trust Agreement relating to transfer, exchange, and registration.

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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 Fifth 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 Fifth 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 Fifth Supplemental Trust Agreement shall not affect the remaining portions of this Fifth 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 Fifth 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.

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 Fifth Supplemental Trust Agreement and the Series 2021 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 Fifth 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 2021 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 Fifth 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 Fifth Supplemental Trust Agreement.

IN WITNESS WHEREOF, the County has caused this Fifth 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 Fifth 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.

Commissioner Gary Scherer seconded the motion, and, after discussion, a roll call vote was taken, and the results were:

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

Attest: Angela Karr, Clerk

CERTIFICATE

The undersigned Clerk of the Board of County Commissioners hereby certifies that the foregoing is a true copy of a resolution duly passed by the Board of County Commissioners of County of Pickaway, Ohio on January 5, 2021 and that a true copy thereof was certified to the Auditor of County of Pickaway, Ohio.

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Angela Karr, Clerk

**In the Matter of
Executive Session:**

At 10:40 a.m., Commissioner Jay Wippel offered the motion, seconded by Commissioner Gary Scherer, 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 Ryan Scriber and David Glass, P3, Angela Karr, Clerk, and April Dengler, County Administrator in attendance.

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

Attest: Angela Karr, Clerk

At 11:09 a.m., the Commissioners exited Executive Session and Commissioner Jay Wippel offered the motion, seconded by Commissioner Gary Scherer, to resume Regular Session.

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

Attest: Angela Karr, Clerk

No action taken.

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

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

- Ms. Dengler addressed that an amendment was needed for Sheriff Hafey's required training payment. Sheriff Hafey was only able to complete one week of the two-week training due to the instructor coming down with COVID-19. There will be additional training in the future at a later date.
- Mrs. Dengler submitted the CARES Act report to OBM.

**In the Matter of
Resolution Amending Matthew Hafey, Sheriff, to Receive
Compensation During Ohio Peace Officer Training
In the Same Manner as if Carrying Out the Powers and Duties of Sheriff:**

Commissioner Jay Wippel offered the motion, seconded by Commissioner Harold Henson, to adopt the following Resolution:

Resolution No.: PC-10521-5

WHEREAS, pursuant to Resolution No. 120120-82 passed December 1, 2020 by the Pickaway County Board of County Commissioner, Sheriff Hafey completed only one week of required training due to COID-19; and,

WHEREAS, pursuant to Division A of Section 109.80 of the Ohio Revised Code, newly elected sheriffs shall attend a basic training course conducted by the Ohio peace officer training; and,

WHEREAS, a newly elected sheriff completed one week of this basic training course before the first Monday in January next after the sheriff's election; and,

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WHEREAS, while attending the basic training course, a newly elected sheriff may, with the approval of the board of county commissioners, receive compensation, paid for from funds established by the sheriff's county for this purpose, in the same manner and amounts as if carrying out the powers and duties of the office of sheriff; then,

THEREFORE BE IT RESOLVED, that the Pickaway County Board of Commissioners hereby approves Pickaway County Sheriff-Elect, Matthew Hafey, to receive compensation for his one week training period in the same manner and amounts as if carrying out the powers and duties of the office of sheriff.

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

Attest: Angela Karr, Clerk

In the Matter of
Weekly Dog Warden Report:

The weekly report for the Wright Poling/Pickaway County Dog Shelter was filed for week ending December 26, 2020.

A total of \$0.00 was reported being collected.

Two (2) stray dogs were processed in; zero (0) 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 Wippel, yes; Commissioner Henson, yes; Commissioner Scherer, yes. Voting No: None. Motion carried.

Jay H. Wippel, President

Harold R. Henson, Vice President

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

Attest: Angela Karr, Clerk

In the Matter of
Amended Certificate and Appropriation Revenue
Line Item Approved by County Administrator:

County Administrator, April Dengler signed to approve the following Budget Actions Request December 28,2020 through December 30, 2020 for the AMENDED CERTIFICATE AND APPROPRIATION REVENUE LINE ITEM per Resolution No. PC-122420-79:

-\$100,000.00 – 208.0000.4557 – CSEA Advances - JFS

In the Matter of
Transfer and Reappropriation
Approved by County Administrator:

County Administrator, April Dengler signed to approve the following Budget Actions Request December 28,2020 through December 30, 2020 for the TRANSFER AND REAPPROPRIATIONS per Resolution No. PC-122420-79:

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**\$499.81 – 101.1130.5301 – Supplies – Prosecutor
TO
101.1130.5101 – Prosecutor Salary – Prosecutor**

**\$1,804.12 – 101.1130.5301 – Supplies – Prosecutor
TO
101.1130.5102 – Prosecutor Employee Salary – Prosecutor**

**\$1,500.00 – 101.1215.5102 – Juvenile Court Salaries – Juvenile/ Probate Court
TO
101.1215.5102 – Probate Court Salaries – Juvenile/ Probate**

**\$25.00 – 101.1215.5201 – Juvenile Court OPERS – Juvenile/ Probate Court
TO
101.1218.5201 – Probate Court OPERS – Juvenile/ Probate Court**

**\$21.00 – 101.1215.5202 – Juvenile Court Medicare – Juvenile/ Probate Court
TO
101.1218.5202 – Probate Court Medicare – Juvenile/ Probate Court**

**\$155.00 – 225.2060.5403 – Volunteer Travel & Expenses – Juvenile Court
TO
225.2060.5102 – Volunteer Salaries – Juvenile Court**

**\$450.00 – 227.2020.5403 – VOCA Travel Expenses – Juvenile/ Probate Court
TO
227.2020.5201 – VOCA OPERS – Juvenile/ Probate Court**

**\$55.00 – 227.2020.5403 – VOCA Travel Expense – Juvenile/ Probate Court
TO
227.2020.5202 – VOCA Medicare – Juvenile/ Probate Court**

**\$3,140.00 – 101.1110.5203 – Insurance – Auditor
TO
101.1110.5102 – Salary – Auditor**

**\$231.00 – 101.1110.5203 – Insurance – Auditor
TO
101.1110.5201 – PERS – Auditor**

**\$8,431.93 – 935.1122.5401 – Local Government COVID 19 Contract Services – Auditor
TO
935.1122.5102 – Local Government COVID 19 Salary – Auditor**

**\$29,537.08 – 935.1122.5301 – Local Government COVID 19 Supplies – Auditor
TO
935.1122.5102 – Local Government COVID 19 Salary – Auditor**

**\$108,697.33 – 935.1122.5501 – Local Government COVID 19 Contract Services – Auditor
TO
935.1122.5102 – Local Government COVID 19 Salary – Auditor**

**\$5,000.00 – 935.1122.5901 – Local Government COVID 19 Other Expenses
TO
935.1122.5102 – Local Government COVID 19 Salary – Auditor**

**\$0.11 – 101.1101.5102 – Salary – Auditor
TO
101.1101.5101 – Commissioners Salaries – Auditor**

\$449.97 – 101.1101.5102 – Salary – Auditor

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**TO
101.1101.5210 – PERS – Auditor**

**\$220.59 – 101.1103.5205 – Workers Comp – Auditor
TO**

101.1103.5203 – Employee Life Insurance – Auditor

**\$0.13 – 101.1130.5201 – PERS – Auditor
TO**

101.1130.5101 – Salary – Auditor

**\$3.66 – 101.1218.5492 – CT Services – Auditor
TO**

101.1218.5202 – Medicare – Auditor

**\$433.33 – 101.1218.5492 – CT Services – Auditor
TO**

101.1218.5203 – Insurance – Auditor

**\$691.66 – 225.2028.5301 – Supplies – Auditor
TO**

225.2028.5203 – Insurance – Auditor

**\$1,911.44 – 225.2060.5403 – Travel – Auditor
TO**

225.2060.5203 – Insurance – Auditor

**\$0.05 – 235.2002.5401 – Contract Services – Auditor
TO**

235.2002.5202 – Medicare – Auditor

**\$2,244.00 – 249.2035.5401 – Contract Services – Auditor
TO**

249.2035.5102 – Salary – Auditor

**\$314.16 – 249.2035.5401 – Contract Services – Auditor
TO**

249.2035.5201 – PERS – Auditor

**\$32.54 – 249.2035.5401 – Contract Services – Auditor
TO**

249.2035.5202 – Medicare – Auditor

**\$4,739.20 – 656.6083.5401 – Contract Services – Auditor
TO**

656.6083.5102 – Salary – Auditor

**\$508.33 – 656.6083.5401 – Contract Services – Auditor
TO**

656.6083.5201 – PERS – Auditor

**\$1,540.00 – 903.1109.5203 – Insurance – Auditor
TO**

903.1109.5102 – Salary – Auditor

**\$109.70 – 903.1109.5205 – Workers Comp – Auditor
TO**

903.1109.5201 – PERS – Auditor

**\$7.81 – 101.1105.5607 – HAVA Grant Security Interest – Commissioners
TO**

931.0000.4710 – HAVA Grant Security Interest - Commissioners