

TUESDAY, MAY 20, 2025
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, May 20, 2025, with the following members present: Mr. Jay H. Wippel, Mr. Harold R. Henson and Mr. Gary K. Scherer. April Metzger, County Administrator, was absent from today's session.

In the Matter of
Minutes Approved:

Commissioner Gary Scherer offered the motion, seconded by Commissioner Harold Henson, to approve the minutes from May 13, 2025, with corrections.

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

Attest: Angela Karr, Clerk

In the Matter of
Bills Approved for Payment:

Commissioner Gary Scherer offered the motion, seconded by Commissioner Harold Henson, 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 May 20, 2025, in the Commissioners' Voucher Journal, the date in which checks will be cut; then,

BE IT FURTHER RESOLVED, that the Board of Pickaway County Commissioners orders the Auditor of Pickaway County, Ohio, to draw his warrant on this entry in the amount of **\$301,437.33** the County Treasurer to satisfy the same.

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

Attest: Angela Karr, Clerk

In the Matter of
Then and Now Certification Approved for Payment:

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

BE IT RESOLVED, that the County Auditor certifies that both at the time that the following contracts or orders were made and at the time that a certification (Section 5705.41) was completed, sufficient funds were available or in the process of collection, to the credit of a proper fund, properly appointed and free from any previous encumbrance. The Then and Now Certification has been found to be properly filed, and their respective vouchers shall be cross-referenced to the approving pages dated May 20, 2025, in the Commissioners' Voucher Journal, the date in which checks will be cut; then,

BE IT FURTHER RESOLVED, that the Board of Pickaway County Commissioners, as Taxing Authority are authorizing the Auditor of Pickaway County, Ohio, to draw his warrant on this entry in the amount of **\$26,643.12** on the County Treasurer to satisfy the same.

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

Attest: Angela Karr, Clerk

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**In the Matter of
Appropriations Approved:**

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

\$250,000.00 – 401.7115.5530 – Unplanned Capital – Commissioners

\$2,000.00 – 225.2024.5102 – Salary DYS Work Detail – Juvenile Court

\$30.00 – 225.2024.5202 – Medicare DYS Work Detail – Juvenile Court

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

Attest: Angela Karr, Clerk

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

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

**\$250,000.00 – 101.1105.5701 – Miscellaneous Transfer Out – Commissioners
TO**

401.0000.4901 – Capital Improvements Transfer In – Commissioners

\$57,304.11 - Auditor

Please Transfer the following from the 1st half Manufactured Home				
630.6035.5882 PCBDD	\$8,694.37	to	241.0000.4105	
630.6035.5884 General	\$20,345.88	to	101.0000.4105	
630.6035.5886 DRETAC-Treasurer	\$2,040.76	to	232.0000.4266	
630.6035.5887 DRETAC-Prosecutor	\$2,040.75	to	233.0000.4266	
630.6035.5884 Auditor Fees	\$14,460.10	to	101.0000.4201	
630.6035.5884 Treasurer Fees	\$7,230.05	to	101.0000.4206	
630.6035.5884 REA Fees		to	260.0000.4266	
630.6035.5826 Pickaway County Park	\$2,492.20	to	639.0000.4105	
	\$57,304.11			

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 Preston Schumacker:**

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

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- Mr. Schumacker reported that they are housing 19 dogs. There were 7 visitors to the shelter last week and 2 volunteers.

In the Matter of
Report Provided by Robert Adkins:

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

- Migrating Treasurer Rico database Wednesday
- TNT finished the fusing of Fiber between the courthouse datacenter and the SO datacenter In the EOC and in the Radio Room Monday.
- Avant in was in to fix the speaker under Judges bench.
- Replication of Servers divided into 2 jobs due to SAN Storage
- Ordering additional Office licenses for county and the SO.

In the Matter of
Report Provided by Tiffany Nash:

The following is a summary of the report provided by Tiffany Nash, EMA Director.

- Approvals – Drone Resolution for Fair
- This Week
 - New Holland Radio Visit – 5/19
 - Clearcreek Fire Radio Visit – 5/19 (tentative)
 - Circleville Twp Meeting – 5/19
 - SE Sector EMA Meeting – 5/20 (Ed)
 - E911 Meeting with State – 5/21
 - Ohio VOAD Lunch and Learn – 5/21
 - EPA Regional Meeting – 5/21
 - Fire Chiefs Meeting – 5/21
 - Ohio EMA Grant Call – 5/22
 - Radio Meeting with Berger – 5/22
- Next Week
 - Finance Meeting – 5/28
 - Anduril Meeting at Teays Valley HS – 5/28 (Tiff)
 - Police Chiefs Meeting – 5/29
- Programs
 - EMA Operations
 - Monitored the potential severe weather Thursday and Friday night. No requests for assistance. No damage reports received.
 - 911 Coordinator
 - Conversations continue with migrating to E911.
 - Circleville has reached out to the State to finish last mile connections.
 - Meeting with the State 911 Program to work through finishing GIS mapping.
 - LEPC
 - No new information
 - Radio Programming
 - Working through encryption of radios.
 - PARR continues mobile installations.
 - Working through the radio IDs and which ones can be deactivated, cutting unnecessary costs.
 - Preparing for State MARCS rep to come down and help with key loading/authenticating Harris and Tait radios.
 - CERT
 - No new information

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In the Matter of
Report Provided by Tim McGinnis:

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

- Planning Commission: June 10th No Agenda
- Outstanding Plats:
 - Graham Ravines Sketch Plan
- Lot Splits:
 - Approved 4 lot splits in the last week, 13 open applications currently.
- CDBG
 - Participation Agreement – Village of Darbyville
- Partial Assignment – Site M -- DRCS

In the Matter of
Report Provided by Marc Rogols:

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

- There were no BWC claims, and one unemployment claims filed for the week. There are two total BWC claims for 2025. Total unemployment claims filed are at two for 2025.
- Casualty Insurance: Civil litigation claim filed with CORSA.
- Health Insurance/ Benefits: Health & Safety Committee doing free hearing screening Wednesday, June 18th.
- Mr. Rogols will be attending the South Central Ohio Major Crimes Unit Governing Board first meeting tomorrow Wednesday, May 21st at 2:00 p.m. in Lancaster.
- Four new hire packets were sent out last week (Engineer, Auditor and Clerk of Courts). A total of 39 new hire packets have been handed out in 2025. Job openings for part-time and full-time Custodial (three applications received and interviews pending), Auditor's Office Weights and Measure Inspector position filled. Maintenance Worker posted with two applications received. Received a request for employee information from the Department of Defense for a former custodial employee.
- Building Department Expansion: Present IPS quote for security system (to be done during renovation) and installation of safe (work done internally).
- PICCA: Virtual Board meeting yesterday May 19th. Mr. Rogols was unable to attend.
- Maintenance:
 - The renovation of the Clerk of Courts: Awaiting front counter from Pine Valley.
 - Judge Chafin's Office and courtroom updates: Painting office (internal) and finished last Friday, May 16th..
 - JFS elevator replacement (2025 capital improvement) projected in May.
 - Memorial Hall chair lift replacement (2025 capital improvement) July-August.
 - Fire Department lock boxes ordered and pending installation.
 - Memorial Hall Roof: Hole in roof valley. Quote from Bo-Lacey approved and work to start this week.

In the Matter of
Report Provided by Sheriff Hafey:

The following is a summary of the report provided by Sheriff Hafey, Pickaway County Sheriff:

- Sheriff Hafey discussed the need to purchase four new body cameras for the new deputy positions. Quote provided at \$93,305.44. The high cost comes with the licensing for the software and data. Sheriff Hafey can make the first-year payment from his budget.
- Last week Sheriff Hafey attended the Sheriff's Memorial for Rex Emrick. The naming of the roadway on State Route 56 is still in the works.
- New corrections officer, soon to be deputy started. He will be working in the jail to start. They are back up to full staff in the jail.
- Radio programing is still underway.
- Working with Maintenance to get some trees trimmed on the premises. Gathering quotes.
- Sheriff Hafey will be attending parades for Memorial Day weekend.

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In the Matter of
Waiving the Requirement of a Tax Budget:

The O.R.C. Section 5705.281 states that the county budget commissioner, by an affirmative vote of a majority of the commission, including an affirmative vote by the county auditor, may waive the requirements that the taxing authority or a subdivision or other taxing unit adopt a tax budget as provided under the section 5705.28 of the Ohio Revised Code. Commissioner Gary Scherer offered the motion, seconded by Commissioner Harold Henson, to approve to waive the requirements of adopting a county tax budget per O.R.C. Section 5705.281. The county auditor shall submit this resolution during the next budget commissioner meeting for approval.

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
Allocation for March 2025 Sales Tax Collections:

Commissioner Harold Henson offered the motion, seconded by Commissioner Gary Scherer, to allocate the March 2025 Sales Tax collections in the following manner:

\$52,886.00 to 401.0000.4121 – Capital Fund
\$1,004,825.06 to 101.0000.4121 – General Fund

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

Attest: Angela Karr, Clerk

In the Matter of
Resolution Approving the Execution of A
Second Partial Assignment and Assumption Agreement
Among The County, DRCS Air Cargo Site M LLC (As Assignor) and
Bel Columbus LLC (as Assignee), Which, if Executed,
Will Partially Assign that Certain Amended and Restated
Community Reinvestment Agreement (Northern Industrial CRA)
Between the Columbus Regional Airport Authority,
DRCS LLC and the County; and Authorizing Related Actions:

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

Resolution No.: PC-052025-37

A RESOLUTION APPROVING THE EXECUTION OF A SECOND PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT AMONG THE COUNTY, DRCS AIR CARGO SITE M LLC (AS ASSIGNOR) AND BEL COLUMBUS LLC (AS ASSIGNEE), WHICH, IF EXECUTED, WILL PARTIALLY ASSIGN THAT CERTAIN AMENDED AND RESTATED COMMUNITY REINVESTMENT AGREEMENT (NORTHERN INDUSTRIAL CRA) BETWEEN THE COLUMBUS REGIONAL AIRPORT AUTHORITY, DRCS LLC AND THE COUNTY; AND AUTHORIZING RELATED ACTIONS

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

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WHEREAS, on September 19, 2007, the Columbus Regional Airport Authority, a port authority and political subdivision of the State of Ohio (the “Authority”), and the County, entered into the Community Reinvestment Area Agreement dated effective September 19, 2007 (the “CRA Agreement”); and

WHEREAS, effective September 19, 2007, the Columbus Regional Airport Authority (the “Authority”) and the County entered into that certain CRA Agreement (the “Original CRA Agreement”) relating to the development of a series of retail, non-retail business and industrial facilities and related site improvements on the CRAA Land (all as defined and more particularly described in the Original CRA Agreement, and referred to herein as the “Project”); and

WHEREAS, pursuant to County Resolution No. PC-080619-2, the Authority, the County and DRCS, LLC (“DRCS”) entered into that certain Amended and Restated Community Reinvestment Area Agreement (Northern Industrial CRA) (the “Amended and Restated CRA Agreement”) on August 7, 2019; and

WHEREAS, the Authority, DRCS and DRCS Air Cargo Site M LLC (the “Assignor”) entered into that certain Partial Assignment and Assumption Agreement dated March 3, 2023, approved and acknowledged by the County, pursuant to which the Authority and DRCS assigned their benefits and obligations under the Amended and Restated CRA Agreement to the Assignor; and

WHEREAS, the Assignor has conveyed or will convey to Bel Columbus LLC, a Delaware limited liability company (the “Assignee”), its portion of the CRAA Land (that portion being referred to as the “Transferred Property”); and

WHEREAS, the Assignee wishes to obtain the benefits of the Amended and Restated CRA Agreement with respect to the Transferred Property, and, as agreed in the Amended and Restated CRA Agreement, the County is willing to make these benefits available to the Assignee on the terms set forth in the Amended and Restated CRA Agreement, subject to the Partial Assignment (as hereinafter defined); and

WHEREAS, the County, Assignor and Assignee desire to enter into a Second Partial Assignment and Assumption Agreement (the “Second Partial Assignment”), substantially in the form attached hereto as Exhibit A, for the purpose of effectuating the partial assignment of the Amended and Restated CRA Agreement from Assignor to Assignee; and

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF PICKAWAY, STATE OF OHIO, THAT:

Section 1. The Second Partial Assignment between the County, the Assignor, and Assignee, substantially in the form attached to this Resolution as Exhibit A, is hereby approved and authorized, with changes or amendments thereto not inconsistent with this Resolution and not substantially adverse to the County as determined by the Commissioners executing the Partial Assignment on behalf of the County.

Section 2. It is hereby found and determined that all formal actions of this Board of Commissioners concerning and relating to the passage of this Resolution were taken in an open meeting of this Board of Commissioners, and that all deliberations of this Board of Commissioners and any decision-making bodies of the County that resulted in such formal actions were in meetings open to the public and in compliance with all legal requirements.

Section 3. This Resolution shall be effective from and after the earliest period provided by law.

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

Attest: Angela Karr, Clerk

In the Matter of
Resolution Approving Partial Assignment and Assumption Agreement
For DRCS Air Cargo Site M LLC:

Commissioner Gary Scherer offered the motion, seconded by Commissioner Harold Henson, to adopt the following Resolution and authorize Commissioner Jay Wippel to execute:

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Resolution No.: PC-052025-38

PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT

This SECOND PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT (this “Agreement”) is made and entered into as of May 20, 2025 by and between the COUNTY OF PICKAWAY, Ohio (the “County”), a political subdivision duly organized and validly existing under the constitution and laws of the State, DRCS AIR CARGO SITE M LLC (the “Assignor”), a Delaware limited liability company, and Bel Columbus LLC (the “Assignee”), a Delaware limited liability company. Except as otherwise provided herein, capitalized terms used herein shall have the same meaning as in the Amended and Restated Community Reinvestment Area Agreement (Northern Industrial CRA) dated August 7, 2019, but effective as of September 19, 2007 (the “Amended and Restated CRA Agreement”), between the County, the Columbus Regional Airport Authority (the “Authority”) and DRCS, LLC (“DRCS”).

WITNESSETH:

WHEREAS, pursuant to Section 3735.66 of the Ohio Revised Code, the County has by a resolution adopted July 10, 2006 (the “CRA Resolution”), designated the area specified in that CRA Resolution as the “Northern Industrial Community Reinvestment Area” (the “Northern Industrial CRA”) and authorized real property tax exemptions for industrial buildings and related site improvements, and that designation was approved by the Ohio Director of Development on August 28, 2006; and

WHEREAS, effective September 19, 2007, the Authority and the County entered into that certain CRA Agreement (the “Original CRA Agreement”) relating to the development of a series of retail, non-retail business and industrial facilities and related site improvements on the CRAA Land (all as defined and more particularly described in the Original CRA Agreement and the Amended and Restated CRA Agreement and referred to herein as the “Project”); and

WHEREAS, pursuant to County Resolution No. PC-080619-2, the Authority, the County and DRCS entered into the Amended and Restated CRA Agreement on August 7, 2019; and

WHEREAS, the Authority, DRCS and the Assignor entered in a Partial Assignment and Assumption Agreement dated March 7, 2023 (the “First Assignment Agreement,” a copy of which is attached hereto as Exhibit A and incorporated herein), approved and acknowledged by the County, pursuant to which the Authority and DRCS assigned their benefits and obligations under the Amended and Restated CRA Agreement to the Assignor; and

WHEREAS, the Assignor has conveyed or intends to convey a portion of the CRAA Land to the Assignee (that portion being referred to herein as the “Transferred Property” and is further described on Exhibit B attached hereto), with the closing to take place on a certain date (the “Transfer Date”); and

WHEREAS, in connection with the anticipated and planned conveyance of the Transferred Property by the Assignor to the Assignee, the Assignee wishes to assume the rights and obligations of the Assignor under the Amended and Restated CRA Agreement and the First Assignment Agreement, effective on the Transfer Date;

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

1. From and after the Transfer Date, the Assignor hereby assigns (a) all of the obligations, agreements, covenants and restrictions set forth in the Amended and Restated CRA Agreement to be performed and observed by the Owner with respect to the Transferred Property, and (b) all of the benefits of the Amended and Restated CRA Agreement with respect to the Transferred Property. From and after the Transfer Date, the Assignee hereby (i) agrees to be bound by, assume and perform, or ensure the performance of, all of the obligations, agreements, covenants and restrictions set forth in the Amended and Restated CRA Agreement to be performed and observed by the Owner with respect to the Transferred Property, including the payment of the Millage Differential Amount in accordance with Section 16 of the Amended and Restated CRA Agreement; and (ii) certifies to the validity, as to the Assignee as of the date of this Agreement, of the representations, warranties and covenants made by the Authority in the Amended and Restated CRA Agreement with respect to the Transferred Property. Such obligations, agreements, covenants, restrictions and warranties include, but are not limited to, those contained in the following Sections of the Amended and Restated CRA Agreement: Section 1 (construction of the project), Section 2 (employment positions), Section 3 (provision of information), Section 5 (payment of non-exempt taxes), Section 9 (certification as to no delinquent taxes), Section 10 (covenant as to no past due payments to the state), Section 12 (non-discriminatory hiring) and Section 14

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(covenant as to no false statements) and Section 18 (annual fee requirements). In addition, to supplement Section 1 and Section 2 and to provide detailed investment and job creation estimates, the Assignee represents that there will be created on the Transferred Property in 2025 approximately 15 full-time equivalent employees ("FTE") and that the total cost of construction of its portion of the Project exceeds \$5,720,000. The 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 employment and payroll estimates associated with the Transferred Property may increase or decrease significantly and that all employees at the Transferred Property will be hired by Owners or lessees other than the Assignor or the Assignee. The Assignee agrees to encourage such Owners or lessees to timely provide all job postings to the County's Jobs Program office for hiring employees to fill new full-time and part-time positions to ensure that County residents are given a fair opportunity to apply for these employment opportunities. The Assignee currently has zero full-time, zero part-time, zero permanent and zero temporary positions at other sites in the State.

In addition, to supplement Section 16 and to provide a specific 2007 land valuation as well as a minimum post-development land valuation, the Assignee agrees that the Transferred Property will have a 2007 land value of \$7,425 per acre (\$258,881) and a minimum post-development land valuation for purposes of the calculation in Section 16 of \$41,000 per acre (\$1,429,506).

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

3. Assignee further certifies that it is in compliance with State of Ohio campaign financing laws contained in Revised Code Chapter 3517, including, but not limited to, divisions (I)(1) and (3) and (J)(1) and (3) of Revised Code Section 3517.13, as applicable. Assignee hereby certifies that it is not aware of any violations of any provisions of Revised Code Section 2921.42 in connection with this Agreement.

4. Assignee acknowledges that, by virtue of County Resolution passed December 31, 2007, the County has approved and created a 100% 30-year tax increment financing ("TIF") that includes the Transferred Property and requires the Assignee to make service payments in lieu of taxes (the "Service Payments") pursuant to Sections 5709.40 et seq. of the Revised Code (the "TIF Statutes"); *provided* that (i) Assignee will not, under any circumstances, be required for any tax year to pay both real property taxes and Service Payments with respect to any Improvement (as defined in the TIF Statutes), and (ii) no Service Payments shall be required as to any portion of the Improvement for any period it is subject to a real property tax exemption under the Amended and Restated CRA Agreement. Assignee agrees to cooperate in the execution or any further agreements and documents and any real property declaration of covenants for the purpose of implementing and securing that tax increment financing provided for in Section 17 of the Amended and Restated CRA Agreement.

5. The County agrees that, from and after the Transfer Date, as to the Transferred Property, the Assignee has and shall have all entitlements and rights to tax exemptions, and obligations, as both (a) an "Owner" under the Amended and Restated CRA Agreement, and (b) in the same manner and with like effect as if Assignee had been an original signatory (i.e., the Authority or DRCS) to the Amended and Restated CRA Agreement, including, but not limited to, the commitment of the County not to terminate or modify the exemptions granted or available under the Amended and Restated CRA Agreement with respect to the Transferred Property without the consent of the Assignee.

6. Notices to the Assignee with respect to the Amended and Restated CRA Agreement shall be addressed as follows:

Bel Columbus LLC
c/o Morgan Stanley
Attn: John Barrie, Director of Asset Management
One Post Office Square, Floor 16
Boston, MA 02109
Email: jbarrie@eatonvance.com

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7. Upon execution of this Agreement, the Assignor is released from all liability under the Amended and Restated CRA Agreement with respect to the Transferred Property.

8. This Agreement may be executed by the parties hereto in one or more counterparts or duplicate signature pages, each of which when so executed and delivered will be an original, with the same force and effect as if all required signatures were contained in a single original instrument.

EXHIBIT A
TO THE PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT

FIRST ASSIGNMENT AGREEMENT

PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT

This PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement") is made and entered into by and between COLUMBUS REGIONAL AIRPORT AUTHORITY (the "Authority"), a port authority and political subdivision of the State of Ohio (the "State"), DRCS, LLC ("DRCS"), a Delaware limited liability company, and DRCS AIR CARGO SITE M LLC (the "Successor"), a Delaware limited liability company, as of March 7, 2023 2023. Except as otherwise provided herein, capitalized terms used herein shall have the same meaning as in the Amended and Restated Community Reinvestment Area Agreement (Northern Industrial CRA) dated August 7, 2019, but effective as of September 19, 2007 (the "Amended and Restated CRA Agreement"), between the County of Pickaway, Ohio (the "County"), a political subdivision duly organized and validly existing under the constitution and laws of the State, the Authority and DRCS.

WITNESSETH:

WHEREAS, pursuant to Section 3735.66 of the Ohio Revised Code, the County has by a resolution adopted July 10, 2006 (the "CRA Resolution"), designated the area specified in that CRA Resolution as the "Northern Industrial Community Reinvestment Area" (the "Northern Industrial CRA") and authorized real property tax exemptions for industrial buildings and related site improvements, and that designation was approved by the Ohio Director of Development on August 28, 2006; and

WHEREAS, effective September 19, 2007, the Authority and the County entered into that certain CRA Agreement (the "Original CRA Agreement") relating to the development of a series of retail, non-retail business and industrial facilities and related site improvements on the CRAA Land (all as defined and more particularly described in the Original CRA Agreement and the Amended and Restated CRA Agreement and referred to herein as the "Project"); and

WHEREAS, pursuant to County Resolution No. PC-080619-2, the Authority, the County and DRCS entered into the Amended and Restated CRA Agreement on August 7, 2019; and

WHEREAS, the Authority has conveyed or intends to convey a portion of the CRAA Land to the Successor (that portion being referred to herein as the "Transferred Property" and is further described on Exhibit A hereto), with the closing to take place on a certain date (the "Transfer Date"); and

WHEREAS, in connection with the anticipated and planned conveyance of the Transferred Property by the Authority to the Successor, the Successor wishes to assume the rights and obligations of the Authority and DRCS under the Amended and Restated CRA Agreement, effective on the Transfer Date; and

WHEREAS, pursuant to Section 15 of the Amended and Restated CRA Agreement, the County has approved the assignment of all or a portion of the Amended and Restated CRA Agreement to any entity affiliated with DRCS or any successor entities to DRCS or its affiliates as a result of a consolidation, reorganization, acquisition or merger; and

WHEREAS, the Successor is affiliated with DRCS;

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

1. From and after the Transfer Date, the Authority and DRCS hereby assign (a) all of the obligations, agreements, covenants and restrictions set forth in the Amended and Restated CRA Agreement to be performed and observed by the Owner with respect to the Transferred Property, and (b) all of the benefits of the Amended and Restated CRA Agreement with respect to the Transferred Property. From and after the Transfer Date, the Successor hereby (i) agrees to be bound by, assume and perform, or ensure the performance of, all of the obligations, agreements, covenants and restrictions set forth in the Amended and Restated CRA Agreement to be performed and observed by the Owner with respect to the Transferred Property, including the payment of the Millage Differential Amount in accordance with Section 16 of the Amended and Restated CRA Agreement; and (ii) certifies to the validity, as to the Successor as of the date of this Agreement, of the representations, warranties and covenants made by the Authority in the Amended and Restated CRA Agreement with respect to the Transferred Property. Such obligations, agreements, covenants, restrictions and warranties include, but are not limited to, those contained in the following Sections of the Amended and Restated CRA Agreement: Section 1 (construction of the project), Section 2 (employment positions), Section 3 (provision of information), Section 5 (payment of non-exempt taxes), Section 9 (certification as to no delinquent taxes), Section 10 (covenant as to no past due payments to the state), Section 12 (non-discriminatory hiring) and Section 14 (covenant as to no false statements) and Section 18 (annual fee requirements). In addition, to supplement Section 1 and Section 2 and to provide detailed investment and job creation estimates, the Successor represents that there will be created on the Transferred Property in 2025 approximately 15 full-time equivalent employees ("FTE") and that the total cost of construction of its portion of the Project exceeds \$5,720,000. The 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 employment and payroll estimates associated with the Transferred Property may increase or decrease significantly and that all employees at the Transferred Property will be hired by Owners or lessees other than the Authority, DRCS or the Successor. The Successor agrees to encourage such Owners or lessees to timely provide all job postings to the County's Jobs Program office for hiring employees to fill new full-time and part-time positions to ensure that County residents are given a fair opportunity to apply for these employment opportunities. The Successor currently has zero full-time, zero part-time, zero permanent and zero temporary positions at other sites in the State.

In addition, to supplement Section 16 and to provide a specific 2007 land valuation as well as a minimum post-development land valuation, the Successor agrees that the Transferred Property will have a 2007 land value of \$7,425 per acre (\$258,881) and a minimum post-development land valuation for purposes of the calculation in Section 16 of \$41,000 per acre (\$1,429,506).

2. The Successor further certifies that (i) the Successor is not a party to a prior agreement granting an exemption from property taxation for a structure in Ohio, at which structure the Successor has discontinued operations prior to the expiration of the term of that prior agreement and within the five (5) years immediately prior to the date of this Agreement, (ii) nor is the Successor a "successor" to, nor "related member" of, a party as described in the foregoing

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clause (i). As used in this paragraph, the terms “successor” and “related member” have the meaning as prescribed in Revised Code Section 3735.671(E).

3. Successor further certifies that it is in compliance with State of Ohio campaign financing laws contained in Revised Code Chapter 3517, including, but not limited to, divisions (I)(1) and (3) and (J)(1) and (3) of Revised Code Section 3517.13, as applicable. Successor hereby certifies that it is not aware of any violations of any provisions of Revised Code Section 2921.42 in connection with this Agreement.

4. Successor acknowledges that, by virtue of County Resolution passed December 31, 2007, the County has approved and created a 100% 30-year tax increment financing (“TIF”) that includes the Transferred Property and requires the Successor to make service payments in lieu of taxes (the “Service Payments”) pursuant to Sections 5709.40 et seq. of the Revised Code (the “TIF Statutes”); *provided* that (i) Successor will not, under any circumstances, be required for any tax year to pay both real property taxes and Service Payments with respect to any Improvement (as defined in the TIF Statutes), and (ii) no Service Payments shall be required as to any portion of the Improvement for any period it is subject to a real property tax exemption under the Amended and Restated CRA Agreement. Successor agrees to cooperate in the execution or any further agreements and documents and any real property declaration of covenants for the purpose of implementing and securing that tax increment financing provided for in Section 17 of the Amended and Restated CRA Agreement.

5. The County agrees that, from and after the Transfer Date, as to the Transferred Property, the Successor has and shall have all entitlements and rights to tax exemptions, and obligations, as both (a) an “Owner” under the Amended and Restated CRA Agreement, and (b) in the same manner and with like effect as if Successor had been an original signatory (i.e., the Authority or DRCS) to the Amended and Restated CRA Agreement, including, but not limited to, the commitment of the County not to terminate or modify the exemptions granted or available under the Amended and Restated CRA Agreement with respect to the Transferred Property without the consent of the Successor.

6. Notices to the Successor with respect to the Amended and Restated CRA Agreement shall be addressed as follows:

DRCS Air Cargo Site M LLC
383 North Front Street, Suite 1A
Columbus, Ohio 43215
Attn: Ben Struewing, Senior Vice President

With a copy to:

Scott J. Ziance
Vorys, Sater, Seymour and Pease LLP
52 East Gay Street
Columbus, Ohio 43215
sjziance@vorys.com

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7. Upon execution of this Agreement, the Authority and DRCS are released from all liability under the Amended and Restated CRA Agreement with respect to the Transferred Property.

8. This Agreement may be executed by the parties hereto in one or more counterparts or duplicate signature pages, each of which when so executed and delivered will be an original, with the same force and effect as if all required signatures were contained in a single original instrument.

[Remainder of page intentionally blank.]

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IN WITNESS WHEREOF, the parties have caused this Partial Assignment and Assumption Agreement to be executed by their duly authorized representatives to be effective as of the Transfer Date.

COLUMBUS REGIONAL AIRPORT AUTHORITY



By: Joseph R. Nardone

Print Name: Joseph R. Nardone

Title: President + CEO

DRCS, LLC, a Delaware limited liability company

By: Duke Construction Limited Partnership,
an Indiana limited partnership, its managing member

By: Duke Business Centers Corporation,
an Indiana corporation, its general partner

By: Ben Struening

Print Name: Ben Struening

Title: SRP, Authorized Rep

DRCS AIR CARGO SITE M LLC, a Delaware limited liability company

By: DRCS, LLC, a Delaware
limited liability company

By: Duke Construction Limited Partnership,
an Indiana limited partnership, its managing member

By: Duke Business Centers Corporation,
an Indiana corporation, its general partner

By: Ben Struening

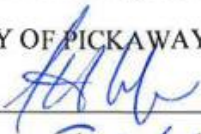
Print Name: Ben Struening

Title: SRP, Authorized Rep

TUESDAY, MAY 20, 2025
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

This Agreement is approved and acknowledged by:

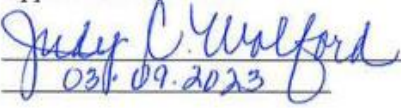
COUNTY OF PICKAWAY, OHIO

By: 

Print Name: Jay Kippel

Title: Commissioner

Approved as to form:


03/09/2023

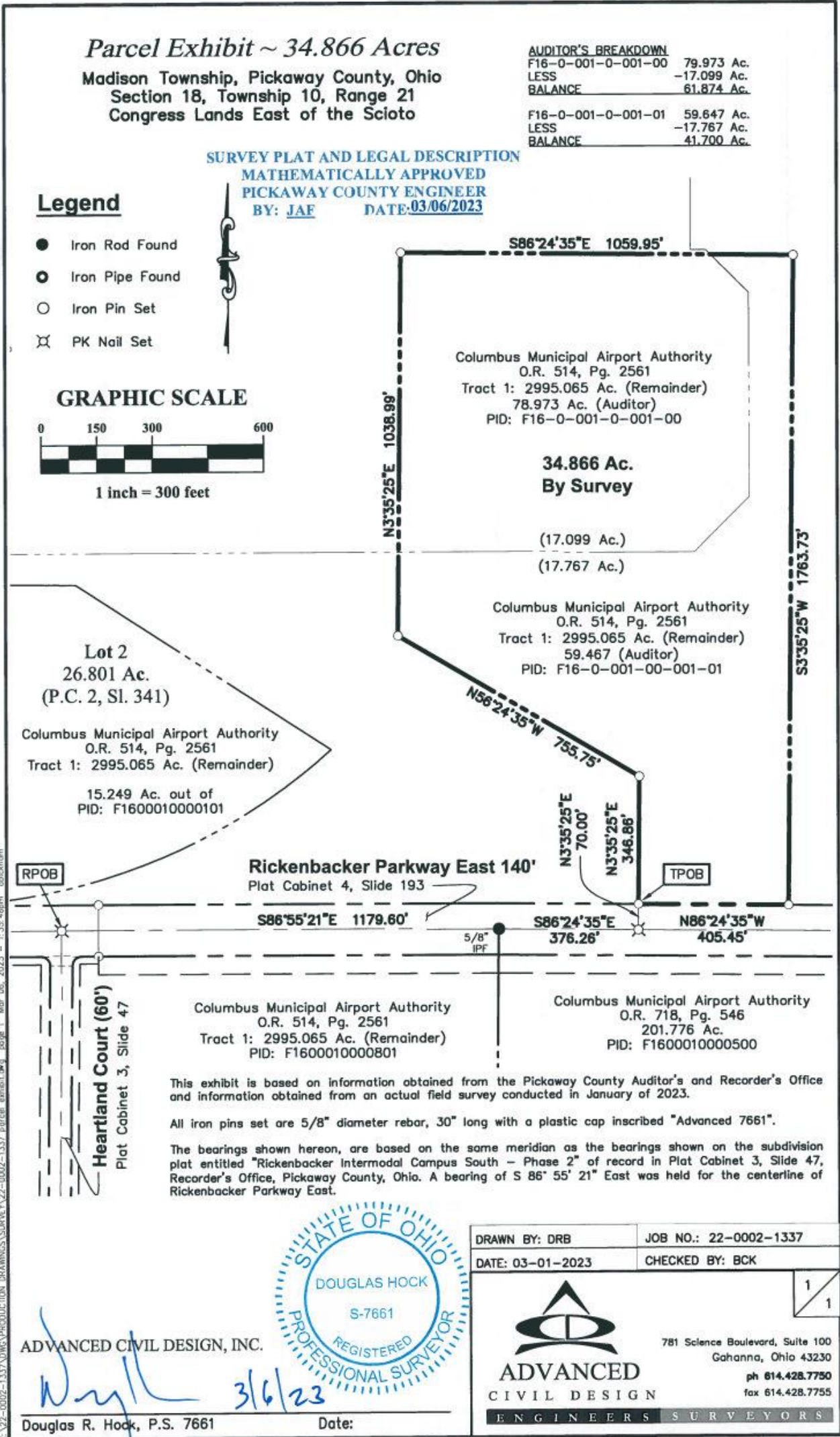
TUESDAY, MAY 20, 2025
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EXHIBIT A
TO THE PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT

TRANSFERRED PROPERTY

[attached hereto]

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Parcel Exhibit ~ 34.866 Acre
North of Rickenbacker Parkway East
East of Heartland Court

-1-

Situated in the State of Ohio, County of Pickaway, Township of Madison, Section 18, Township 10, Range 21, Congress Lands East of the Scioto and containing 34.866 acres, said 34.866 acres being out of an 2995.065 remainder tract conveyed to Columbus Municipal Airport Authority of record in Official Record 514, Page 2561, and being more particularly described as follows;

Beginning for Reference, at a pk nail set at the centerline intersection of Rickenbacker Parkway East (R/W-140') and Heartland Court (R/W-60') both being dedicated as part of the "Rickenbacker Intermodal Campus South, Phase 2 in Plat Cabinet 3, Slide 47;

Thence **S 86°55'21" E**, along said centerline, continuing along the centerline of said Rickenbacker Parkway East (R/W-140') as dedicated by plat "Dedication of Lot 1 and Rickenbacker Parkway East Between Heartland Court and Airbase Road" of record in Plat Cabinet 4, Slide 193, **1179.60 feet** to a 5/8-inch iron pipe found at an angle point of said centerline of said "Rickenbacker Parkway East" and being at a northwesterly corner of a 201.776 acre tract of land conveyed to Columbus Municipal Airport Authority of record in Official Record 718, Page 546;

Thence **S 86°24'35" E**, continuing along said centerline and along said 201.776 acre tract, **376.26 feet** to pk nail set;

Thence **N 03°35'25" E**, across the right-of-way of said Rickenbacker Parkway East (R/W-140'), **70.00 feet** to an iron pin set in the northerly right-of-way line of said Rickenbacker Parkway East (R/W-140'), the **True Point of Beginning**;

Thence across said 2995.065 acre remainder tract, the following five (5) courses;

N 03°35'25" E, **346.86 feet** to an iron pin set at an angle point;

N 56°24'35" W, **755.75 feet** to an iron pin set at an angle point;

N 03°35'25" E, **1038.99 feet** to an iron pin set at an angle point;

S 86°24'35" E, **1059.95 feet** to an iron pin set at an angle point;

S 03°35'25" W, **1763.73 feet** to an iron pin set in said northerly right-of-way line;

Thence **N 86°24'35" W**, along said northerly right-of-way line, **405.45 feet** to the **True Point of Beginning**, containing **34.866 acres** more or less of which 17.099 acres being out of PID F16000100000100 and 17.767 acres being out of PID F16000100000101.

The above description was prepared by Advanced Civil Design Inc. on March 1, 2023 and is based on existing Pickaway County Auditor records, Pickaway County Recorder records and an actual field survey conducted in January 2023.


All iron pins set are 5/8" diameter, 30" long rebar with plastic cap inscribed "Advanced 7661".

The bearings shown hereon, are based on the same meridian as the bearings shown on the subdivision plat entitled "Rickenbacker Intermodal Campus South - Phase 2" of record in Plat Cabinet 3, Slide 47, Recorder's Office, Pickaway County, Ohio. A bearing of S 86° 55' 21" East was held for the centerline of Rickenbacker Parkway East.

All references used in this description can be found at the Recorder's Office Pickaway County Ohio.



ADVANCED CIVIL DESIGN INC.


Douglas R. Hock, P.S. 7661


Date:

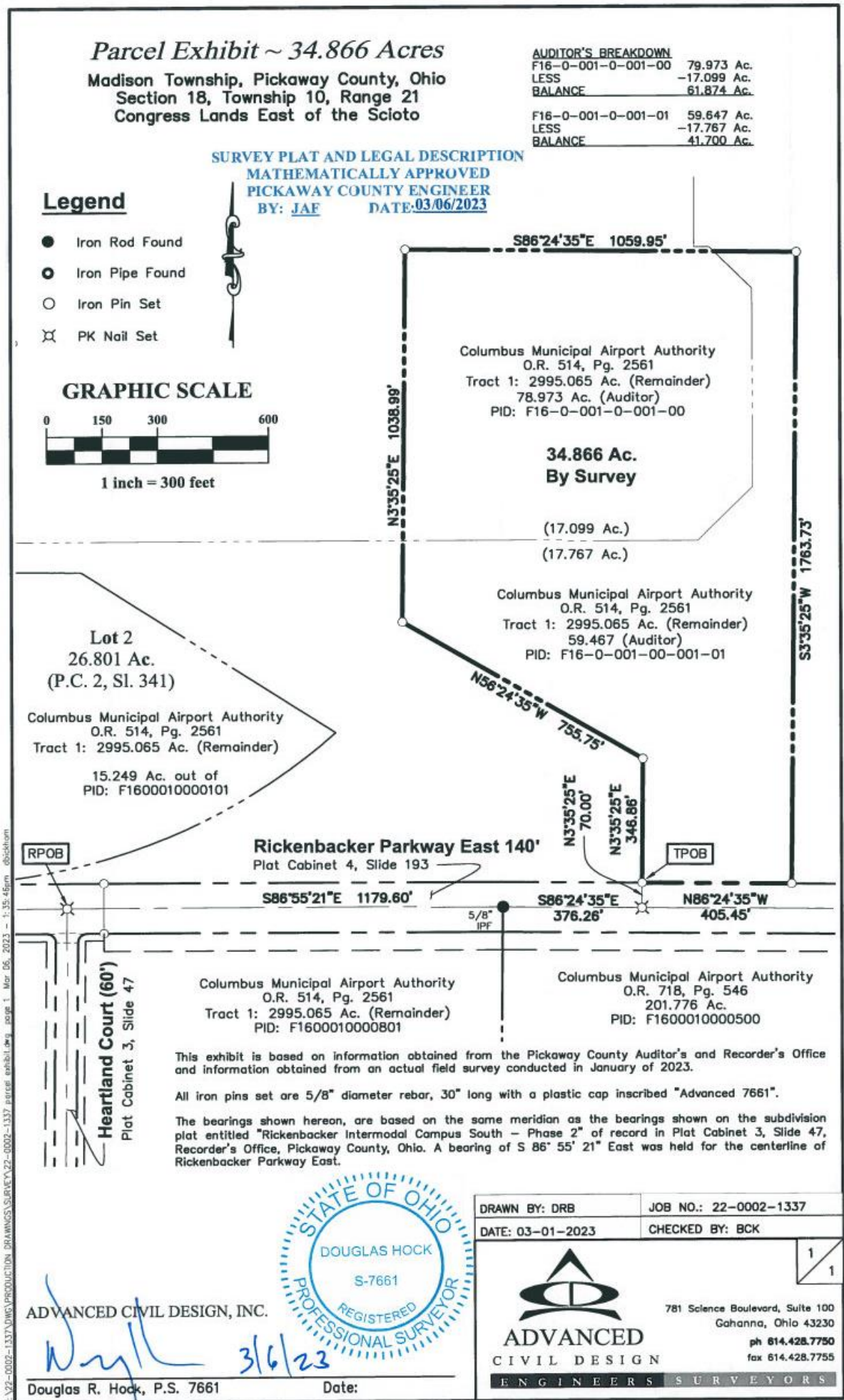
SURVEY PLAT AND LEGAL DESCRIPTION
MATHEMATICALLY APPROVED
PICKAWAY COUNTY ENGINEER
BY: JAF DATE 03/06/2023

z:\22-0002-1337\22-0002-1337 34.866 ac parcel desc.docx

TUESDAY, MAY 20, 2025
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

TO THE PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT

TRANSFERRED PROPERTY



RTY

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PICKAWAY COUNTY, OHIO

Parcel Exhibit ~ 34.866 Acre
North of Rickenbacker Parkway East
East of Heartland Court

-1-

Situated in the State of Ohio, County of Pickaway, Township of Madison, Section 18, Township 10, Range 21, Congress Lands East of the Scioto and containing 34.866 acres, said 34.866 acres being out of an 2995.065 remainder tract conveyed to Columbus Municipal Airport Authority of record in Official Record 514, Page 2561, and being more particularly described as follows;

Beginning for Reference, at a pk nail set at the centerline intersection of Rickenbacker Parkway East (R/W-140') and Heartland Court (R/W-60') both being dedicated as part of the "Rickenbacker Intermodal Campus South, Phase 2 in Plat Cabinet 3, Slide 47;

Thence **S 86°55'21" E**, along said centerline, continuing along the centerline of said Rickenbacker Parkway East (R/W-140') as dedicated by plat "Dedication of Lot 1 and Rickenbacker Parkway East Between Heartland Court and Airbase Road" of record in Plat Cabinet 4, Slide 193, **1179.60 feet** to a 5/8-inch iron pipe found at an angle point of said centerline of said "Rickenbacker Parkway East" and being at a northwesterly corner of a 201.776 acre tract of land conveyed to Columbus Municipal Airport Authority of record in Official Record 718, Page 546;

Thence **S 86°24'35" E**, continuing along said centerline and along said 201.776 acre tract, **376.26 feet** to pk nail set;

Thence **N 03°35'25" E**, across the right-of-way of said Rickenbacker Parkway East (R/W-140'), **70.00 feet** to an iron pin set in the northerly right-of-way line of said Rickenbacker Parkway East (R/W-140'), the **True Point of Beginning**;

Thence across said 2995.065 acre remainder tract, the following five (5) courses;

N 03°35'25" E, 346.86 feet to an iron pin set at an angle point;

N 56°24'35" W, 755.75 feet to an iron pin set at an angle point;

N 03°35'25" E, 1038.99 feet to an iron pin set at an angle point;

S 86°24'35" E, 1059.95 feet to an iron pin set at an angle point;

S 03°35'25" W, 1763.73 feet to an iron pin set in said northerly right-of-way line;

Thence **N 86°24'35" W**, along said northerly right-of-way line, **405.45 feet** to the **True Point of Beginning**, containing **34.866 acres** more or less of which 17.099 acres being out of PID F16000100000100 and 17.767 acres being out of PID F16000100000101.

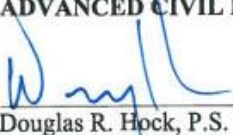
The above description was prepared by Advanced Civil Design Inc. on March 1, 2023 and is based on existing Pickaway County Auditor records, Pickaway County Recorder records and an actual field survey conducted in January 2023.

All iron pins set are 5/8" diameter, 30" long rebar with plastic cap inscribed "Advanced 7661".

The bearings shown hereon, are based on the same meridian as the bearings shown on the subdivision plat entitled "Rickenbacker Intermodal Campus South – Phase 2" of record in Plat Cabinet 3, Slide 47, Recorder's Office, Pickaway County, Ohio. A bearing of S 86° 55' 21" East was held for the centerline of Rickenbacker Parkway East.

All references used in this description can be found at the Recorder's Office Pickaway County Ohio.



ADVANCED CIVIL DESIGN INC.
 **2/6/23**
Douglas R. Hock, P.S. 7661 Date:
SURVEY PLAT AND LEGAL DESCRIPTION
MATHEMATICALLY APPROVED
PICKAWAY COUNTY ENGINEER
BY: JAF DATE 03/06/2023

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
Pickaway County Court of Common Pleas
Adult Probation Department
FY 2026/2027 TCAP Grant:

Commissioner Gary Scherer offered the motion, seconded by Commissioner Jay Wippel, to approve and authorize Commissioner Harold Henson to execute the Pickaway County Court of Common Pleas Adult Probation Department FY26/27 TCAP Statement of Agreement for a two-year, \$740,057.00 grant. The grant will be utilized to help fund the Adult Probation Department by creating efficient sentencing and sanctioning to deter F4/F5 TCAP offenders from incarceration.

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

Attest: Angela Karr, Clerk

In the Matter of
Pickaway County Juvenile Court
Ohio Department of Youth Services
Juvenile Court Grant Agreement and
Funding Application FY 2026:

Commissioner Gary Scherer offered the motion, seconded by Commissioner Harold Henson, to approve and authorize Commissioner Jay Wippel to execute the Ohio Department of Youth Services Juvenile Court Grant Agreement and Funding Application for the Pickaway County Juvenile Court for FY 2026.

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

Attest: Angela Karr, Clerk

In the Matter of
Resolution Approving the Board Appointments to the
Workforce Development Board, Area20:

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

Resolution No.: PC-052025-39

WHEREAS, the Board of Commissioners adopted a resolution on May 20, 2025, approving the Intergovernmental Agreement governing the operation of the Pickaway, Fairfield, and South-Central Ohio Workforce Development Area 20; and

WHEARAS, the Intergovernmental Agreement requires the Boards of Commissioners of the three counties to appoint a Workforce Development Board to establish by-laws and develop a system of rules for conducting WIB affairs that is efficient and promotes the principles of the Workforce Innovation and Opportunity Act within Area 20;

THEREFORE, BE IT RESOLVED that the following individuals are appointed on behalf of Pickaway County to the Area-20 Workforce Development Board for the following terms, commencing on July 1, 2025:

Michael Linton, Accurate Heating and Cooling, term to expire June 30, 2028
Sally Galecki Ohio Health, term to expire June 30, 2028
Chuck Reisinger Pickaway WORKS, term to expire June 30, 2028

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

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Attest: Angela Karr, Clerk

In the Matter of
Resolution Approving the Pay Out of
Vacation and Sick Balance from
Pickaway County Job and Family Service to
Laura Diehl Due to Retirement:

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

Resolution No.: PC-052025-40

WHEAREAS effective June 30, 2025, Pickaway County employee Laura Diehl will be retiring from her employment with Pickaway County Job and Family Services.

WHEREAS, Laura Diehl is paid out of the Pickaway County Job and Family Services 206 Fund and coded as a shared employee, and upon her retirement will be paid out her vacation balance and sick balance up to 480 hours.

THEREFORE BE IT RESOLVED, that the Appointing Authority for Pickaway County Job and Family Services, the Pickaway County Board of Commissioners hereby grants permission for Laura Diehl's retirement pay of vacation and sick balance to be paid from Pickaway County Job and Family Services funds for the pay period ending June 14, 2025. Check date would be June 27, 2025.

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
Ohio Department of Job and Family Services
Subgrant Agreement G-2627-11-6185:

Upon discussion, Commissioner Gary Scherer offered the motion, seconded by Commissioner Harold Henson, to approve the Ohio Department of Job and Family Services Subgrant Agreement G-2627-11-6185 to establish between ODJFS, ODM, and DCY to Pickaway County for the operation of the Pickaway county Department of Job and Family Services that is a combined agency and performs all CDJFS duties set forth in ORC Section 329.04, and all public children services agency (PCSA) duties and all child support enforcement agency)(CSEA) duties.

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

Attest: Angela Karr, Clerk

In the Matter of
Job and Family Services
Social Services Block Grant County
Profile Report Summary Estimate:

Commissioner Harold Henson offered the motion, seconded by Commissioner Gary Scherer, to approve and authorize Commissioner Jay Wippel to execute the Social Services Block Grant County Profile Report Summary Estimate for Pickaway County Job and Family Services.

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

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Attest: Angela Karr, Clerk

In the Matter of
Community Development Block Grant
Participation Agreement for the
Village of Darbyville PY2024 CDBG Allocation Grant:

Tim McGinnis provided a participation agreement for the Community Development Block Grant, Village of Darbyville. Upon discussion, Commissioner Gary Scherer offered the motion, seconded by Commissioner Harold Henson, to approve and authorize Commissioner Jay Wippel to execute the CDBG Participation Agreement for the Village of Darbyville PY 2024 Allocation Grant. Project is for street improvement, milling and resurfacing 700 linear feet of pavement on Crystal Avenue and Greensway Avenue in Darbyville.

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 Administrator Report:

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

- Mr. Rogols discussed a request from Veteran's services Commission for Board member's wage increase.
- Mrs. Metzger received a request from the Sheriff's Office to purchase four additional body cameras through Axon at the cost of \$93,305.44.
- Thank you note from the Chamber of Commerce.

In the Matter of
Integrated Protection Services for
Video Surveillance and Security at the
Pickaway County Building Department:

Mr. Rogols presented a quote from Integrated Protection Services for video surveillance and security at the Building Department. Commissioner Harold Henson offered the motion, second by Commissioner Gary Scherer, to approve and authorize Commissioner Jay Wippel to execute the quote from Integrated Protection Services for the installation of video Surveillance and security at the Building Department. Scope of work totals \$21,480.90.

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
Wilson Partners Consulting and Management Services for
Ongoing Health and Welfare Benefits:

Commissioner Gary Scherer offered the motion, seconded by Commissioner Harold Henson, to approve and authorize Commissioner Jay Wippel to execute the Proposal and Letter of Agreement with Wilson Partners II, LLC in the amount of \$22,500.00 for annual consulting and management services fees for ongoing health and welfare benefits; life, short-term and long-term disability benefits and any other benefits procured outside of a consortium arrangement from May 1, 2024, through April 30, 2027.

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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
Contract with Axon for Purchase of
Four Additional Body Cameras and Tasers for the
Pickaway County Sheriff's Office:

Commissioner Gary Scherer offered the motion, seconded by Commissioner Harold Henson, to approve the purchase of four additional body cameras and tasers for the Pickaway County Sheriff's Office with Axon Enterprise, Inc. The total price of \$93,305.44 is to equip 4 officers and provide services for the term of 10 years. Sheriff Hafey stated that he can make the first-year payment from his budget.

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

Attest: Angela Karr, Clerk

In the Matter of
Job and Family Services Update:

Nick Tatman, Job and Family Services Director, met with the Commissioners to provide an update of JFS. They currently have two open positions in child welfare. Three retirements approaching, Ann Weaver ERA 2 who was with the agency for 27 years, Patty North ERS 2 who has been part-time for 11 years and Laura Diehl IM Program Manager who has been with the agency for 38 years. The contract with Union expires July 31, 2025. Scheduling dates in July to meet with Union Representatives. Meeting June 2 with Robert Young of Clemmons and Nelson.

JFS currently has 20 children in placement. The total number of children involved with child welfare is 108. JFS is actively involved with the Rapid Response Team working with the Pixelle Paper Mill closing in Ross County. It impacts around 30 Pickaway County Residents. Pickaway County OMJ was invited to go to Costa Mesa, CA to tour Andruil Industries Headquarters June 11-13th. Second Chance resource fair was held at Pickaway County Job and Family Services with great success and a good turnout. Unemployment was at 5.4% in March 2025.

In the Matter of
Palmer Engineering with Ray Brushart:

Ray Brushart, Palmer Engineering, met with the Commissioners to provide an introduction. Mr. Brushart comes with experience from the Ohio Department of Transportation. He has experience with large projects in Ohio. As a traffic engineer, he was involved with street and highway impact studies and roadway safety. Palmer Engineering is known in Kentucky and now spread all over the country. Mr. Brushart just started the in the Central Ohio office. They do bridges, road widening and roundabouts. Palmer Engineering is currently doing road projects in Chillicothe. Mr. Brushart and Palmer Engineering have interest in the Rickenbacker area with Anduril starting development. They can offer traffic impact studies for residential development growth. The Commissioners recommended Mr. Brushart reaching out to the County Engineer and Tim Colburn, Pickaway Progress Partners. Mr. Brushart has been in contact with Chris Mullins and working on getting him Palmer Engineering's Statement of Qualifications.

In the Matter of
Executive Session:

At 11:35 a.m., Commissioner Harold Henson 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

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other political subdivisions respecting requests for economic development assistance, with Tim Colburn, P3, Angela Karr, Clerk, and Marc Rogols, Deputy 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 12:00 a.m., the Commissioners exited Executive Session and Commissioner Harold Henson 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
Weekly Dog Warden Report:

The weekly report for the Wright Poling/Pickaway County Dog Shelter was filed for the week ending May 17, 2025.

A total of \$350 was reported collected as follows: \$45 in dog license; \$15 in dog license late penalty; \$80 in owner turn-in euthanized; \$50 in redemptions; \$30 in adoptions; \$30 in boarding revenue; \$50 in micro chip fees and \$50 in private donations.

One (1) stray dog was 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 Scherer, 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