

**TUESDAY, OCTOBER 8, 2019**  
**OFFICE OF THE BOARD OF COMMISSIONERS**  
**PICKAWAY COUNTY, OHIO**

The Pickaway County Board of Commissioners met in Regular Session in their office located at 139 West Franklin Street, Circleville, Ohio, on Tuesday, October 8, 2019, with the following members present: Mr. Jay H. Wippel, Mr. Harold R. Henson and Mr. Brian S. Stewart. April Dengler, County Administrator, was also in attendance.

**In the Matter of**  
**Minutes Approved:**

Commissioner Brian Stewart offered the motion, seconded by Commissioner Harold Henson, to approve the minutes from October 1, 2019, with corrections.

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

Attest: Angela Karr, Clerk

**In the Matter of**  
**Bills Approved for Payment:**

Commissioner Brian Stewart 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 October 9, 2019, in the Commissioners' Voucher Journal, the date in which checks will be cut; then,

BE IT FURTHER RESOLVED, that the Board of Pickaway County Commissioners orders the Auditor of Pickaway County, Ohio, to draw her warrant on this entry in the amount of \$740,509.34 on the County Treasurer to satisfy the same.

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

Attest: Angela Karr, Clerk

**In the Matter of**  
**Appropriations Approved:**

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

**\$12,000.00 – 255.5036.5401 – 800 MHz Contract Services – Commissioners**

**\$626.50 – 101.110505703 – Contingencies – Treasurer**

**\$23,000.00 – 101.110505703 – Contingencies – Juvenile/Probate Court**

**\$93,886.52 – 101.1105.5703 – Contingencies – Auditor**

**\$819.00 – 101.1105.5703 – Contingencies – Board of Election**

**\$50,000.00 – 931.118.5401 – Contract Services – Board of Elections**

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

Attest: Angela Karr, Clerk

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

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

**\$626.50 – 101.1105.5611 – Special Projects Assessment Interest – Treasurer  
TO  
901.0000.4707 – Special Projects Assessment Interest – Treasurer**

**\$9,329.26 – 101.1105.5609 – ALGT Interest – Treasurer  
TO  
201.0000.4705 – ALGT Interest – Treasurer**

**\$3,027.07 – 101.1105.5610 – Motor Vehicle Tax Interest – Treasurer  
TO  
202.0000.4706 – Motor Vehicle Tax Interest – Treasurer**

**\$244,841.67 – 101.1105.5701 – Transfer Out – Auditor  
TO  
301.0000.4901 – HB295- Transfer - Auditor**

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

Attest: Angela Karr, Clerk

**In the Matter of  
Transfer and Re-Appropriations Approved:**

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

**\$23,000.00 – 101.1105.5703 – Contingencies – Juvenile/ Probate Court  
TO  
101.1217.5417 – Juvenile Detention Center – Juvenile/ Probate Court**

**\$626.00 – 101.1105.5703 – Contingencies – Treasurer  
TO  
101.1105.5611 – Special Projects Assessment Interest – Treasurer**

**\$5,000.00 – 301.8201.5604 – HB295 Interest – Auditor  
TO  
301.8101.5603 – HB295 Principal – Auditor**

**\$93,886.52 – 101.1105.5703 – Contingencies – Auditor  
TO  
101.105.5701 – Transfer Out – Auditor**

**\$819.00 – 101.1105.5703 – Contingencies – Board of Elections  
TO  
101.1140.5301 – Supplies – Board of Elections**

**\$1,200.00 – 225.2033.5401 – DYS Monitor – Juvenile/Probate Court  
TO  
225.2054.5403 – Probation Travel & Expenses – Juvenile/ Probate Court**

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

Attest: Angela Karr, Clerk

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

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

- There were zero Bureau of Workers Compensation claims and unemployment claims for the week.
- The Ohio Bureau of Worker's Compensation premium refund for 2017 dividend to Ohio's private and public employers was in the amount of \$117,068.16.
- The trial against Rex Tremble regarding the vicious dog charges is set for Monday, October 21, 2019 at 2:00 p.m.
- Four items from the County Garage were placed on govdeals.com, three being sold.
- The car show events that the Dog Shelter holds will be at the Pickaway Agriculture and Event Center next year. September 26, 2020 with a tentative rain date of October 3, 2019.
- The Pumpkin Show parking passes have been distributed to departments or their mailboxes. Mr. Rogols will not be present next week due to participating with the Pumpkin Show and Orange Jackets.

**In the Matter of**  
**Report Provided by EMA Director:**

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

- Last week Mr. Flick assessed wind damaged caused on September 29th in Pickaway County.
- Mr. Flick attended the School Evacuation meeting on September 30th, the Local Emergency Planning Committee (LEPC) meeting and the Fire Chiefs meeting October 3rd.
- The Pumpkin Show Communication Plan was approved on October 7th.
- This week Mr. Flick will be attending the Pumpkin Show Security meeting October 8<sup>th</sup>, the 2019 LEPC Conference October 9<sup>th</sup>, the Ohio EMA Directors Fall Conference October 10<sup>th</sup> and the Hazard Mitigation Plan Kickoff meeting October 11<sup>th</sup>.
- Next week the EOC Center will be open during the Pumpkin Show.

**In the Matter of**  
**Resolution Adopted for 2019 – 2020**  
**Then & Now Certifications:**

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

**Resolution No.: PC-100819-1**

WHEREAS, for the period of **December 1, 2019, to January 31, 2020**, all purchases of **\$1,000 or less are exempt from the THEN and NOW CERTIFICATION requirements**, and

WHEREAS, during the designated period, all bills exempt from the Then and Now Certification shall be listed on the Bill Listing during this time; then

THEREFORE BE IT RESOLVED that for any person authorized to make purchases shall file a written document with the Pickaway County Auditor within three (3) business days of making a purchase stating the purpose, amount, and date of the purchase along with the name of vendor.

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

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**In the Matter of  
Expedited Annexation Petition Filed for the  
Annexation of 21.224 +/- Acres of Circleville Township  
Into the City of Circleville:**

As the first official act related to an Expedited Annexation petition filed for the annexation 21.224 +/- acres of Circleville Township into the City of Circleville, the commissioners' clerk informed them that the petition was filed on Tuesday, October 8, 2019, and is hereby entered upon the Pickaway County Commissioners' Journal #65, pages dated October 8, 2019. Agent for the petitioners is Gary Kenworthy, City Law Director. In the initial review of the annexation petition, all necessary documents appear to have been to be submitted with the annexation petition, with the ordinance #10-57-2019 from the City of Circleville passed October 1, 2019. Per ORC §709.023 (C), this must be received within 20 days after the filing of the petition. Per §709.023 (D), the Circleville Township Trustees are to file an ordinance or resolution consenting or objecting to the annexation within 25 days. If no ordinance or resolution is submitted within 25 days, it is presumed to be consent.

The Expedited Annexation has been placed as a 10:00 a.m. agenda item on the commissioners' November 12, 2019, regular meeting day schedule.

**In the Matter of  
Approval for the Temporary  
Liquor License for Pickaway County Agricultural Society:**

The Commissioners reviewed the application for a temporary liquor license submitted by the Pickaway County Agricultural Society. The request is for November 8, 2019, to provide liquor at an event scheduled at 415 Lancaster Pike, Circleville, Ohio 43113.

Following the review, Commissioner Brian Stewart offered the motion, seconded by Commissioner Harold Henson to approve the F Permit Application for a temporary liquor license for November 8, 2019:

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

Attest: Angela Karr, Clerk

**In the Matter of  
2019 Pickaway County & Township  
Resurfacing Project Contract D Change Order:**

Commissioner Harold Henson offered the motion, seconded by Commissioner Brian Stewart, to approve the following Change Order D No. 1 for the 2019 Pickaway County and Township Resurfacing Project – Contract D with The Shelly Company. Proposed credit for \$6,872.08.

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

Attest: Angela Karr, Clerk

**In the Matter of  
2019 Pickaway County & Township  
Resurfacing Project Contract E Change Order:**

Commissioner Harold Henson offered the motion, seconded by Commissioner Brian Stewart, to approve the following Change Order E for the 2019 Pickaway County Wide Paving Project – Contract E with the Shelly Company. Proposed credit for \$391.76.

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

Attest: Angela Karr, Clerk

**In the Matter of  
WAL-C032-3.97, WAL-T008-4.65, WAL-T084-1.40,  
SAL-T205-2.5 Guardrail Project Change Order:**

Commissioner Harold Henson offered the motion, seconded by Commissioner Brian Stewart, to approve the following Change Order No. 1 for the WAL-C032-3.97, WAL-T008-4.65, WAL-T084-1.40, SAL-T205-2.5 Guardrail Project with Lake Erie Construction Company. Proposed increase of \$322.92.

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

Attest: Angela Karr, Clerk

**In the Matter of  
WAL-C032-3.97 Contract A  
Guardrail Project Change Order:**

Commissioner Harold Henson offered the motion, seconded by Commissioner Brian Stewart, to approve the following Change Order No. 1 for the WAL-C032-3.97 Contract A, Guardrail Project with The Ohio Bridge Corporation, DBA U.S. Bridge. Proposed increase of \$2,963.00.

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

Attest: Angela Karr, Clerk

**In the Matter of  
Job & Family Services Contract Listing:**

Pursuant to the Pickaway County Board of Commissioners' Resolution of June 23, 2003, below is the list of agreements entered into, approved and otherwise executed by the Pickaway County Department of Job & Family Services and approved by the Pickaway County Board of Commissioners, The approved list contains the name of the party or parties with whom the agreement has been made, the purpose of the agreement, the commencement date and termination date of the agreement, and the compensation specified by the agreement.

**Pickaway County Job & Family Services  
New or Amended Contracts  
July 2019 - September 2019**

PCJFS New or Amended Contracts for July/Aug/Sept 2019				
Organization/Agency	Contract Purpose	Effective Date	Termination Date	Contract Value
Access 2 Interpreters	Interpreting Services	10/1/2019	9/30/2020	\$50-60/hr. depending on language
Appriss/OCDA	Locate Services	7/1/2019	6/30/2020	\$80.00 per user per month
Fox Run Hospital	Purchased Foster Home	7/1/2019	6/30/2020	Per diem \$360.00
Franklin Co Children Services	Shared foster home for Polizzi & Overly Kids	8/27/2019	8/31/2020	Franklin Co Children Services
Millcreek Behavioral Health	Purchased Foster Home	9/1/2019	6/30/2020	Per diem \$475.00
Pic Ross Career & Technology Center	WIOA and Tanf CCMEP to Game Plan Program Amendment	7/1/2019	6/30/2020	WIOA portion \$96,000; Tanf portion \$200,000
Pic Ross Career & Technology Center	Employment Workshops Amendment	7/1/2019	6/30/2020	\$50,000
Polizzi, Stella	Family Foster Care	7/24/2019	7/23/2021	Birth-12 yrs \$18/day; 13-18 yrs \$24/day
Redbeam	Maintenance Agreement for Inventory Software	7/27/2019	7/26/2020	\$399.00 per year
Pickaway Co Sheriff's Dept.	Fingerprinting Amend to change rates	6/1/2019	6/30/2020	FBI \$36.00; BCI&FBI \$61.00
Verizon Wireless	Data Plan for Surface Pros	7/1/2019	n/a	Line Access \$130/mo; Estimated Data \$134.75/mo

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

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

- Mrs. Dengler sent the insurance rates to Franklin County Offices.
- Mrs. Dengler took the tour of the Rickenbacker area. A tour of Amazon and Delong Grain was given to all the attended the tour.
- Mrs. Dengler attended the Ribbon Cutting for Just Save Foods on Wednesday, October 2, 2019.
- Mrs. Dengler will be meeting with WDC Group tomorrow at 9:00 a.m. to discuss the jail sewer project.
- Mrs. Dengler met with Sheriff Radcliff and Susan Turvey to discuss the budget for the jail.

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

Nate Green, Montrose Group, spoke to the Commissioners about the Tax Increment Financing (TIF) with CTR Rickenbacker DevCo, LLC. Brian Marsh stated that in October a plan was submitted for the first phase of a building totaling a million sq. feet. Mr. Marsh thanked everyone for the great teamwork and Commissioner Stewart stated they are excited to have the development. The terms have been agreed upon but still may be paperwork that needs to be signed off by the Commissioners. Commissioner Stewart spoke highly of Northern district especially after taking the tour last week. Mr. Marsh stated that there is still a demand for buildings needed in the Northern District and it is estimated that in the next five years 35 million sq. feet will be need for building space.

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

**Resolution No.: PC-100819-2**

**PICKAWAY COUNTY NORTHERN INDUSTRIAL AREA COMMUNITY  
REINVESTMENT AREA AGREEMENT**

This **COMMUNITY REINVESTMENT AREA AGREEMENT** (“Agreement”) is made and entered into as of this 8<sup>th</sup> day of October, 2019 (the “Effective Date”) by and between the **COUNTY OF PICKAWAY, OHIO** (“County”), a county and political subdivision in and of the State of Ohio (the “State”) and duly organized and validly existing under the constitution and laws of the State, and **CTR RICKENBACKER DEVCO, LLC** (“CTR Rickenbacker DevCo, LLC”).

WITNESSETH:

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

**WHEREAS**, CTR Rickenbacker DevCo, LLC is under contract and expects to purchase approximately 372.76 acres of land located within the Northern Industrial CRA and depicted on “Exhibit A-1” attached hereto (the "Madison Township Land"), on which CTR Rickenbacker DevCo, LLC intends to construct a series of industrial facilities and related site improvements (collectively, the “Project,” with each individual building within the Project and its related site improvements hereinafter referred to as a “Building”), provided that the appropriate development incentives are available to support the economic viability of the Project; and

**WHEREAS**, CTR Rickenbacker DevCo, LLC intends to convey or lease the Buildings or parts

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thereof and the land upon which such Buildings are constructed to one or more future owners (each an “Owner”; collectively the “Owners”), which Owners and/or their lessees shall be the parties whom equip and occupy the Buildings and employ workers at the Project (each a “Company”; collectively the “Companies”); and

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

**WHEREAS**, CTR Rickenbacker DevCo, LLC has submitted to the County a proposed agreement application (the “Agreement Application”); and

**WHEREAS**, CTR Rickenbacker DevCo, LLC has remitted with the Agreement Application the required State application fee of \$750.00 made payable to the Ohio Development Services Agency to be forwarded to that Department with a copy of this Agreement; and

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

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

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

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

Section 1. Project Costs. The estimated total cost of the construction of the Project is expected to cost \$256,983,375 to construct, have a post-development land value of \$15,469,789.00, and a pre-development land value of \$2,210,680.00. The commencement of construction of the Project is scheduled to begin in 2019, but in any event Project completion shall occur by December 31, 2034. The assumptions and estimates provided in this Section 1 are good faith estimates provided pursuant to Section 3735.671(B) of the Ohio Revised Code and shall not be construed in a manner that would limit the amount or term of the tax exemption provided in this Agreement. The parties to this Agreement recognize that the costs associated with the Project may increase or decrease significantly and do not necessarily equal otherwise taxable value. The parties contemplate that more defined construction costs will be set forth in each Partial Assignment and Assumption with respect to each Building as specific Companies are identified and development occurs. As of the Effective Date, CTR Rickenbacker DevCo, LLC does not have machinery, equipment, furniture, fixtures or inventory at the Project. No machinery, equipment, furniture, fixtures or inventory of CTR Rickenbacker DevCo, LLC is held at another location in the State to be relocated to the Project.

Section 2. Good Faith Estimates of Project Job Creation. CTR Rickenbacker DevCo, LLC currently estimates there will be created at the Project by the year 2034 approximately 100 full-time equivalent employees, with a total annual payroll of approximately \$3,500,000 upon full build-out of the Project. As of the Effective Date, CTR Rickenbacker DevCo, LLC has no (0) full-time equivalent employees at the Project. Therefore no employee positions were retained by the CTR Rickenbacker DevCo, LLC due to construction of the Project. The estimates provided in this Section 2 are good faith estimates provided pursuant to Section 3735.671(B) of the Ohio Revised Code and shall not be construed in a manner that would limit the amount or term of the tax exemption provided in this Agreement. The parties to this Agreement recognize that the employment and payroll estimates associated with the Project may increase or decrease significantly and that all employees at the Project will be hired by Companies or their respective lessees other than CTR Rickenbacker DevCo, LLC. The parties contemplate that more defined employment and payroll estimates will be set forth in each Partial Assignment and Assumption with respect to each Building as specific Companies are identified and development occurs.

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Section 3. Obligations for Tax Incentive Council. Each Owner and Company shall provide or cause to be provided to the applicable tax incentive review council any information reasonably necessary for the council to make the determinations required under Section 5709.85 of the Ohio Revised Code and to evaluate such Owner's compliance with this Agreement, including returns filed pursuant to Section 5711.02, 5711.13 and 5727.08 of the Ohio Revised Code if requested by that Council. Upon the request of the council the recipient shall provide the council any information necessary to perform its review with the nondiscriminatory hiring policies developed by the county under Section 5709.832 of the Revised Code.

Section 4. Tax Exemption. Pursuant to Section 3735.67 of the Ohio Revised Code, the County hereby grants to the Owner of each Building constructed on the Madison Township Land within the Northern Industrial CRA a tax exemption for such Building of one hundred percent (100%) for fifteen (15) years. The exemption commences the first year for which the Building would first be taxable were that Building not exempt from taxation under this Agreement. No exemption shall commence after tax year 2034 (tax payment year 2035) nor extend beyond tax year 2049 (i.e., tax payment year 2050). Each Building constructed as a part of the Project shall be treated separately for purposes of determining its qualification for tax exemption hereunder.

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

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

Section 7. Continuation of CRA. If for any reason the County revokes its designation of the Northern Industrial CRA containing the Madison Township Land, or the Director of the Ohio Department of Development revokes certification of the Northern Industrial CRA containing the Madison Township Land, entitlements granted under this Agreement shall continue for the number of years specified under this Agreement unless the Owner of a Building materially fails to fulfill its obligations under this Agreement and the County terminates or modifies the exemption from taxation granted pursuant to this Agreement with respect to such Building. Any such termination or modification of tax exemption under this Section 7 shall have no effect on the tax exemption granted under this Agreement for any other Building in the Project. The County agrees that it will not amend or revoke the Northern Industrial CRA designation for this Project, or modify the incentives available under that designation for this Project prior to 2034 without the prior written consent of CTR Rickenbacker DevCo, LLC except as set forth in Section 8.

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

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

Section 10. Delinquent Tax, Fees and Environmental Certification. CTR Rickenbacker DevCo, LLC affirmatively covenants that it does not owe: (1) any delinquent taxes to the State or a political subdivision of the State; (2) any moneys to the State or a state agency for the administration or enforcement of any



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environmental laws of the State; and (3) any other moneys to the State, a state agency or a political subdivision of the State that are past due, whether or not the amounts owed are being contested in a court of law.

Section 11. Legislative Approval Required. CTR Rickenbacker DevCo, LLC and the County acknowledge that this Agreement must be approved by formal action of the legislative authority of the County as a condition for the Agreement to take effect. This Agreement takes effect upon such approval.

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

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

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

Section 15. Transferability and Assignment. This Agreement and the benefits and obligations hereof are not transferable or assignable without the express, written approval of the County, which approval shall not be unreasonably withheld or delayed; provided, however, that the County agrees not to withhold its approval of such transfer or assignment so long as any transferee or assignee files with the County an assumption agreement substantially in the form attached hereto as "Exhibit B" (an "Assumption Agreement"), wherein such transferee or assignee, inter alia, (i) assumes all obligations of an Owner under this Agreement with respect to one or more Buildings and (ii) certifies to the validity of the representations, warranties and covenants contained herein as to such transferee or assignee. For each Assumption Agreement filed with the County, a \$1000 assignment fee shall be due to the County within 30 days after the complete execution of that Assumption Agreement.

Section 16. Tax Increment Financing Agreement. The County and CTR Rickenbacker DevCo, LLC also agree that the County will approve and create a 100% 15-year tax increment financing (TIF) pursuant to Sections 5709.77 et seq. of the Revised Code on the Madison Township Land in the Northern Industrial CRA. The parties acknowledge that there will be no TIF service payments as to the assessed value of any Building for any period, as the assessed value of each Building is subject to a tax exemption under Section 4 of this Agreement for the entire 15-year period. All service payments received from the increase in the assessed value of any parcel of land for a Building located in the Madison Township Land under the TIF will be paid by the County to CTR Rickenbacker DevCo, LLC for use as public infrastructure for the Project as provided in the resolution of the Board of County Commissioners establishing that TIF and/or pursuant to the parties' Tax Increment Financing Agreement.

Section 17. Local Fees and Dues. For each tax year for which an exemption is provided pursuant to this Agreement, each Owner shall pay to the Pickaway Board of County Commissioners an annual fee equal to \$2,500 payable by March 1 of the taxable year that is attributable to the tax year of the exemption (e.g.,

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if an exemption is provided for tax year 2018, the payment will be due by March 1, 2019). Additionally, for each tax year for which an exemption is provided pursuant to this Agreement, each Owner shall pay to the Pickaway Progress Partnership, or another economic development agency as designated by the Pickaway County Board of Commissioners, an annual fee equal to \$5,000 payable by March 1 of the taxable year that is attributable to the tax year of the exemption (e.g., if an exemption is provided for tax year 2018, the payment will be due by March 1, 2019).

Section 18. Severability. If any provision of this Agreement or the application of any such provision to any such person or any circumstance shall be determined to be invalid or unenforceable, then such determination shall not affect any other provision of this Agreement or the application of such provision to any other person or circumstance, all of which other provisions shall remain in full force and effect. If any provision of this Agreement is capable of two constructions one of which would render the provision valid, then such provision shall have the meaning which renders it valid.

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

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

Attest: Angela Karr, Clerk

**In the Matter of**  
**Pickaway County Northern Industrial**  
**Area Community Reinvestment Area**  
**CTR Rickenbacker DevCo, LLC**  
**Tax Increment Financing Agreement:**

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

**Resolution No.: PC-100819-3**

**TAX INCREMENT FINANCING AGREEMENT**

**THIS TAX INCREMENT FINANCING AGREEMENT** (the “*Agreement*”) is made and entered into this 8th day of October, 2019 (the “*Effective Date*”), by and between the **PICKAWAY COUNTY** (“*County*”), a county duly organized and validly existing under the Constitution and the laws of the State of Ohio (the “*State*”), and CTR Rickenbacker DevCo, LLC, a Delaware limited liability company (the “*Developer*”), under the circumstances summarized in the following recitals (the capitalized terms not defined in the recitals are being used therein as defined in Article I hereof). The County and Developer are hereinafter sometimes referred to individually as a “*Party*” and collectively as the “*Parties*.”

**RECITALS:**

**WHEREAS**, the Developer is in contract to purchase certain real property (the “*Property*”) as described and depicted in **EXHIBIT A** attached hereto and incorporated herein, and Developer plans to construct and/or has constructed the Private Improvements (as defined herein) on that real property; and

**WHEREAS**, the Parties have determined that certain Public Infrastructure Improvements (as defined herein) will need to be constructed to facilitate the development of the Private Improvements; and

**WHEREAS**, the County, by its Resolution No. PC-100819-3 passed October 8, 2019 (the “TIF Resolution”), has declared that one-hundred percent (100%) of the increase in the assessed value of each Parcel subsequent to the effective date of the TIF Resolution (such increase hereinafter referred to as the “Improvement,” as further defined in Section 5709.77 of the Ohio Revised Code and the TIF Resolution) is a public purpose and is exempt from taxation for a period commencing with the first tax year that begins after the effective date of the TIF Resolution and in which an Improvement first appears on the tax list and duplicate of real property for each Parcel and ending on the earlier of (a) fifteen (15) years after such commencement or

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(b) the date on which the County can no longer require service payments in lieu of taxes, all in accordance with 5709.78 of the Ohio Revised Code and the TIF Resolution; and

**WHEREAS**, in accordance with the TIF Statutes, the TIF Resolution and Resolution No. PC-100819-3 (the “TIF Agreement Approval Resolution”), the Parties have entered into this Agreement to provide generally for the development and financing of the Public Infrastructure Improvements; and

**WHEREAS**, the County has determined pursuant to the TIF Agreement Approval Resolution that it would be in the best interests of the County to contract with the Developer to provide for the construction and installation of the Public Infrastructure Improvements in the manner described herein;

**NOW, THEREFORE**, in consideration of the premises and covenants contained herein, the Parties hereto agree and obligate themselves as follows:

**ARTICLE I**

**DEFINITIONS**

**Section 1.1. Use of Defined Terms.** In addition to the words and terms defined elsewhere in this Agreement or by reference to another document, the words and terms set forth in Section 1.2 shall have the meanings set forth in Section 1.2 unless the context or use clearly indicates another meaning or intent.

**Section 1.2. Definitions.** As used herein:

“**Agreement**” means this Tax Increment Financing Agreement by and between the County and the Developer and dated as of the Effective Date.

“**Authorized County Representative**” means the Economic Development Director of the Pickaway Progress Partnership of the County. The County may from time to time provide a written certificate to the Developer signed on behalf of the County by the Economic Development Director of the Pickaway Progress Partnership designating an alternate or alternates who shall have the same authority, duties and powers as the Authorized County Representative.

“**Authorized Developer Representative**” means Marc Belluomini . The Developer may from time to time provide a written certificate to the County signed on behalf of the Developer by the Managing Member of the Developer designating an alternate or alternates or a substitute who shall have the same authority, duties and powers as the Authorized Developer Representative.

“**Code**” means the Internal Revenue Code of 1986, as amended, applicable Treasury Regulations (whether temporary or final) under the Code or the statutory predecessor of that Code, and any amendments of, or successor provisions to, the foregoing and any official rulings, announcements, notices, procedures and judicial determinations regarding the foregoing, all as and to the extent applicable.

“**Construction Documents**” means this Agreement and the Drawings and Specifications as such documents may be revised or supplemented from time to time with the approval of the Authorized County Representative and the Authorized Developer Representative, which Drawings and Specifications contain the detailed construction plans and specifications for the Public Infrastructure Improvements and when completed, will be placed on file with the Authorized County Representative on behalf of the County.

“**Cost of the Work**” means the actual costs of the construction and installation of the Public Infrastructure Improvements, estimates of which are reflected in **EXHIBIT B**, and the final costs of which shall be reflected in a written requisition in the form attached hereto as **Exhibit D**.

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“*County Commissioners*” means the Board of County Commissioners of Pickaway County.

“*Developer’s Completion Certificate*” shall have the meaning set forth in Section 4.3(a) hereof.

“*Developer TIF Reimbursement Amount*” means an amount not exceeding [Eleven Million Seventy-Five Thousand and Six Hundred and Eighty-Six Dollars (\$11,075,686.00)].

“*Drawings and Specifications*” shall have the meaning set forth in Section 5.1 hereof.

“*Effective Date*” means the date as defined in the preambles of this Agreement.

“*Engineer*” means Hull and Associates, or any other architectural or engineering firm licensed to perform architectural and engineering services within the State of Ohio and appointed by the County with the consent of the Authorized Developer Representative, which consent shall not be unreasonably withheld or delayed.

“*Engineer’s Completion Certificate*” shall have the meaning set forth in Section 4.3(b) hereof.

“*Event of Default*” means an Event of Default under Section 7.1 hereof.

“*Force Majeure*” means acts of God; fires; epidemics; landslides; floods; strikes; lockouts or other industrial disturbances; acts of public enemies; acts or orders of any kind of any governmental authority; insurrections; riots; civil disturbances; arrests; explosions; breakage or malfunctions of or accidents to machinery, transmission pipes or canals; partial or entire failures of utilities; shortages of labor, materials, supplies or transportation; lightning, earthquakes, hurricanes, tornadoes, storms or droughts; periods of unusually inclement weather or excessive precipitation; or any other cause or event not reasonably within the control of the Developer or the County, as the case may be, excluding, however, the inability of the Developer to obtain financing for its obligations hereunder.

“*Notice Address*” means:

as to County:                   Pickaway County  
  139 West Franklin Street  
  Circleville, OH 43113  
  Attention: Planning Director

With a copy to:

Eugene L. Hollins  
Frost Brown Todd LLC  
10 W. Broad, Ste. 2300  
Columbus, OH 43215

as to Developer:

CTR Rickenbacker DevCo, LLC  
4343 Von Karman, Suite 200  
Newport Beach, CA 92660  
Attn: Marc Belluomini and Dominic Petrucci

With a copy to:

David J. Robinson, Attorney at Law  
100 East Broad Street, Suite 1340  
Columbus, Ohio 43215  
Attn: David J. Robinson, Counsel

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“**Person**” shall mean an individual, a corporation, a partnership, an association, a limited liability company, a joint stock company, a joint venture, a trust, an unincorporated organization, or a government or any agency or political subdivision thereof.

“**Private Improvements**” means the project proposed to be constructed by the Developer consisting of approximately Five Million Five Hundred Twenty-Six Thousand and Five Hundred Fifty Five (5,526,555) square feet of industrial buildings.

“**Property**” means the real property described and depicted in **EXHIBIT A**.

“**Public Infrastructure Improvements**” means the public infrastructure improvements (including improvement and construction of street and associated sanitary sewers, storm sewers, street lighting, streetscape landscaping, sidewalks, and water lines) as generally described on **EXHIBIT B** and depicted on **EXHIBIT C**, each attached hereto and incorporated herein by reference and which will be more specifically described in the Construction Documents.

“**Public Infrastructure Improvements Site**” means the real property depicted on **EXHIBIT C** attached hereto and incorporated herein by reference.

“**Service Payments**” means service payments in lieu of taxes as defined in the TIF Resolution.

“**State**” means the State of Ohio.

“**TIF Exemption**” means exemption from taxation as defined in the TIF Resolution.

“**TIF Fund**” means the Airbase Road Tax Equivalent Fund created in Section 4 of the TIF Resolution.

“**TIF Resolution**” means Ordinance No. PC-100819-3, passed on October 8, 2019, by the County Commissioners.

“**TIF Statutes**” means collectively, Sections 5709.77 through 5709.81 of the Ohio Revised Code, as those sections may be amended from time to time.

“**Work**” means the construction of the Public Infrastructure Improvements in accordance with this Agreement.

**Section 1.3. Interpretation.** Any reference in this Agreement to County or to any officers of County includes those entities or officials succeeding to their functions, duties or responsibilities pursuant to or by operation of law or lawfully performing their functions.

Any reference to a section or provision of the Constitution of the State, or to a section, provision or chapter of the Ohio Revised Code shall include such section, provision or chapter as modified, revised, supplemented or superseded from time to time; provided, that no amendment, modification, revision, supplement or superseding section, provision or chapter shall be applicable solely by reason of this paragraph if it constitutes in any way an impairment of the rights or obligations of the Parties under this Agreement.

Unless the context indicates otherwise, words importing the singular number include the plural number, and vice versa; the terms “*hereof*”, “*hereby*”, “*herein*”, “*hereto*”, “*hereunder*” and similar terms refer to this Agreement; and the term “*hereafter*” means after, and the term “*heretofore*” means before the date of this Agreement. Words of any gender include the correlative words of the other gender, unless the sense indicates otherwise. References to articles, sections, subsections, clauses, exhibits or appendices in this Agreement, unless otherwise indicated, are references to articles, sections, subsections, clauses, exhibits or appendices of this Agreement.

**Section 1.4. Captions and Headings.** The captions and headings in this Agreement are solely for convenience of reference and in no way define, limit or describe the scope of the intent of any article, section, subsection, clause, exhibit or appendix of this Agreement.

**Section 1.5. Conflicts among the TIF Resolution, TIF Agreement and Construction Documents.** Where there is a conflict between the TIF Resolution, this Agreement and the Construction Documents, the conflict shall be resolved by providing the better quality or greater quantity and compliance with the more stringent requirement.

If an item is shown on the Drawings but not specified, the Developer shall provide the item of the same quality as similar items specified, as reasonably determined by the Engineer. If an item is specified but not shown on the Drawings, it shall be located as reasonably directed by the Engineer.

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**ARTICLE II**

GENERAL AGREEMENT AND TERM

**Section 2.1. General Agreement Among Parties.** For the reasons set forth in the Recitals hereto, which Recitals are incorporated herein by reference as a statement of the public purposes of this Agreement and the intended arrangements among the Parties, the Parties shall cooperate in the manner described herein to facilitate the construction of the Public Infrastructure Improvements.

**Section 2.2. Term of Agreement.** This Agreement shall become effective as of the Effective Date and shall continue until the Parties have satisfied their respective obligations as set forth in this Agreement, unless sooner terminated in accordance with the provisions set forth herein.

**ARTICLE III**

REPRESENTATIONS AND COVENANTS OF THE PARTIES

**Section 3.1. Representations and Covenants of County.** County represents and covenants that:

- (a) It is a county duly organized and validly existing under the Constitution and applicable laws of the State and its Charter.
- (b) It is not in violation of or in conflict with any provisions of the laws of the State or of the United States of America applicable to County which would impair its ability to carry out its obligations contained in this Agreement.
- (c) It is legally empowered to execute, deliver and perform this Agreement and to enter into and carry out the transactions contemplated by this Agreement. To the knowledge of County, that execution, delivery and performance do not and will not violate or conflict with any provision of law applicable to County, and do not and will not conflict with or result in a default under any agreement or instrument to which County is a party or by which it is bound.
- (d) This Agreement to which it is a Party has, by proper action, been duly authorized, executed and delivered by County and all steps necessary to be taken by County have been taken to constitute this Agreement, and the covenants and agreements of County contemplated herein are valid and binding obligations of County, enforceable in accordance with their terms.
- (e) There is no litigation pending or to its knowledge threatened against or by County wherein an unfavorable ruling or decision would materially and adversely affect County's ability, to carry out its obligations under this Agreement.
- (f) It will do all things in its power in order to maintain its existence or assure the assumption of its obligations under this Agreement by any successor public body.
- (g) The TIF Resolution has been duly passed and is in full force and effect.

**Section 3.2. Representations and Covenants of the Developer.** The Developer represents and covenants that:

- (a) It is a limited liability company duly organized and validly existing under the applicable laws of the State of Delaware.
- (b) It is not in violation of or in conflict with any provisions of the laws of the State or of the United States of America applicable to the Developer which would impair its ability to carry out its obligations contained in this Agreement.
- (c) It is legally empowered to execute, deliver and perform this Agreement and to enter into and carry out the transactions contemplated by this Agreement. To the knowledge of the Developer, the execution, delivery and performance of this Agreement does not and will not violate or conflict with any provision of law applicable to the Developer, and do not and will not conflict with or result in a default under any agreement or instrument to which the Developer is a party or by which it is bound.

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(d) This Agreement to which it is a Party has, by proper action, been duly authorized, executed and delivered by the Developer and all steps necessary to be taken by the Developer have been taken to constitute this Agreement, and the covenants and agreements of the Developer contemplated herein are valid and binding obligations of the Developer, enforceable in accordance with their terms.

(e) There is no litigation pending or to its knowledge threatened against or by the Developer wherein an unfavorable ruling or decision would materially and adversely affect the Developer's ability to carry out its obligations under this Agreement.

(f) It will do all things in its power in order to maintain its existence or assure the assumption of its obligations under this Agreement by any successor entity.

(g) The Developer hereby agrees to make the Service Payments due with respect to any parcel of the Property owned by it during its period of ownership, all pursuant to and in accordance with the requirements of the TIF Statutes, the TIF Resolution, the provisions of Ohio law relating to real property tax collections and any subsequent amendments or supplements thereto. Service Payments will be made semiannually to the County Treasurer (or to that Treasurer's designated agent for collection of the Service Payments) on or before the final dates for payment of real property taxes for the Property, until expiration of the TIF Exemption. Any late payments will bear penalties and interest at the then current rate established under Sections 323.121 and 5703.47 of the Ohio Revised Code or any successor provisions thereto, as the same may be amended from time to time. Service Payments will be made in accordance with the requirements of the TIF Statutes and the TIF Resolution and, for each parcel of the Property, will be in the same amount as the real property taxes that would have been charged and payable but for the TIF Exemption, including any penalties and interest. The Developer will not, under any circumstances, be required (i) for any tax year to pay both real property taxes and Service Payments with respect to any increase in assessed value of the Property, whether pursuant to the TIF Statutes or this Agreement, and (ii) to make Service Payments as to any portion of a structure for any period it is subject to an exemption pursuant to Sections 3735.65 through 3635.70 of the Ohio Revised Code.

(i) Subordination to CRA Exemption. Notwithstanding any other provision of this Agreement or the TIF Resolution, the TIF Exemption and the obligation to make Service Payments are subject and subordinate to any tax exemption applicable pursuant to Sections 3735.65 through 3735.70 of the Ohio Revised Code.

(ii) Enforcement of Obligation to Make Service Payments; Priority of Lien. The Developer acknowledges that the provisions of Section 5709.91 of the Ohio Revised Code, which specify that the Service Payments for each parcel within the Property will be treated in the same manner as taxes for all purposes of the lien described in Section 323.11 of the Ohio Revised Code, including, but not limited to, the priority of the lien and the collection of Service Payments, will apply to this Agreement and to the parcels within the Property and any improvements thereon.

(iii) Failure to Make Payments. Should the Developer fail to make any payment required hereunder, the Developer shall pay, in addition to the Service Payments it is required to pay hereunder, such amount as is required to reimburse the County for any and all reasonably and actually incurred costs, expenses and amounts (including reasonable attorneys' fees) required by the County to enforce the provisions of this Agreement against the Developer.

**ARTICLE IV**

**CONSTRUCTION OF PUBLIC INFRASTRUCTURE IMPROVEMENTS**

**Section 4.1. General Considerations.** In consideration of the Developer's promise to construct or cause to be constructed the Public Infrastructure Improvements, the County agrees, subject to Section 4.4 hereof, to reimburse and/or otherwise pay the Developer an amount not exceeding the Developer TIF Reimbursement Amount in accordance with Section 6.2 and/or any other applicable provisions of this Agreement. The Parties understand and agree that partial reimbursement of the Developer TIF Reimbursement Amount may be made by the Madison Township Joint Economic Development District and that the Developer TIF Reimbursement Amount will be correspondingly reduced by any such payment such that the combined total of disbursements under this Agreement and reimbursement payments by the Madison Township Joint Economic Development District do not exceed the Developer TIF Reimbursement Amount.

**Section 4.2. Construction of the Public Infrastructure Improvements.** The Developer covenants and agrees that it will cause to be constructed and installed all of the Public Infrastructure Improvements in accordance with this Agreement and the Construction Documents.

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The Developer shall supervise, perform and direct the Work utilizing qualified personnel, and in accordance with the standards of care normally exercised by construction organizations performing similar work. The Developer shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures for coordinating all portions of the Work.

Prior to the commencement of the Public Infrastructure Improvements, the Developer shall submit the names of the subcontractors it proposes to use. Under no circumstances will the Developer use any subcontractor who is not previously disclosed to the County. The County will promptly reply, but in any event, not more than five (5) business days after receipt of notice of the same, to the Developer in writing stating whether or not the County has reasonable objection to any such proposed person or entity.

The Developer agrees that the Public Infrastructure Improvements, including all rights-of-way and easements associated therewith, including those identified on **EXHIBIT C** (which is attached hereto and incorporated herein by reference), shall be dedicated for public use upon completion and acceptance as provided in Sections 4.3 and 4.4 hereof.

**Section 4.3. Completion of the Public Infrastructure Improvements.** The Public Infrastructure Improvements shall be deemed completed upon fulfillment of the following conditions:

(a) Receipt of written notice (the “*Developer’s Completion Certificate*”) from the Authorized Developer Representative that the Public Infrastructure Improvements have been completed and are ready for final acceptance by the County, which notice shall (i) generally describe all property acquired or installed as part of the Public Infrastructure Improvements; (ii) state the Cost of the Work, and (iii) state and shall constitute the Developer’s representation that the construction, improvement and equipping of the Public Infrastructure Improvements have been completed substantially in accordance with the Construction Documents, all costs then due and payable in connection therewith have been paid, there are no mechanics’ liens or to its knowledge, after reasonable inquiry, any basis for such liens, and all obligations, costs and expenses in connection with the Public Infrastructure Improvements have been paid or discharged.

(b) Receipt from the Engineer of a final Certificate of Completion (the “*Engineer’s Completion Certificate*”) stating that to the best of the Engineer’s knowledge, information and belief, and on the basis of the Engineer’s on-site visits and inspections, that the Public Infrastructure Improvements have been satisfactorily completed in accordance with the terms and conditions of the Construction Documents, including all punch list items, that the construction, improvement and equipping of the Public Infrastructure Improvements have been accomplished in a manner that conforms to all then applicable governmental laws, rules and regulations; and that the Public Infrastructure Improvements have been approved by the applicable governmental authorities. Such Engineer’s Completion Certificate shall be delivered to both Developer and County no more than five (5) calendar days after Engineer confirms all of the foregoing requirements.

**Section 4.4. Acceptance of the Public Infrastructure Improvements.** The County shall have no obligation to accept the Public Infrastructure Improvements until (a) the Public Infrastructure Improvements have been satisfactorily completed in accordance with the Construction Documents, as evidenced by the Engineer’s Completion Certificate and properly dedicated as public rights-of-way and easements to the County; (b) the County has received the Developer’s Completion Certificate, the Engineer’s Completion Certificate, copies of the approval letters issued by the public authorities as referenced in Section 4.3 herein, and all documents and instruments to be delivered to the County pursuant to the Construction Documents; and (c) the County has received evidence reasonably satisfactory to it that all liens on the Public Infrastructure Improvements, including, but not limited to, tax liens, the lien of any mortgage, and any mechanics’ liens, have been or shall be released, or, with respect to mechanics’ liens, security therefor has been provided pursuant to Section 5.8 hereof. The County agrees to accept the Public Infrastructure Improvements, the easements and the rights-of-way allocable thereto within thirty (30) days after the satisfaction of the conditions listed in (a) though (c) of the immediately preceding sentence. The acceptance by the County of the Public Infrastructure Improvements shall not relieve the Developer of its responsibility for defects in material or workmanship as set forth in Section 5.10. hereof.

**Section 4.5. Extensions of Time.** If the Developer or the County is delayed in the commencement or progress of its obligations hereunder by a breach by the other Party of its obligations hereunder, or by failure of the Engineer to act as provided in this Agreement, or by Force Majeure, then the time for performance under this Agreement by the Party so delayed shall be extended for such time as is commercially reasonable under the circumstances.

**Section 4.6. Changes in the Work.** After the execution of this Agreement, and without invalidating this Agreement, the Developer, the County and the Engineer by written agreement (a “*Change Order*”) may agree to changes in the Work. Changes in the Work shall be performed under applicable provisions of this Agreement and the Construction Documents, unless otherwise provided in the Change Order.



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A Change Order shall be in the form of a written instrument prepared by the Engineer and signed by the Authorized County Representative, the Authorized Developer Representative and the Engineer, stating their agreement upon (a) the change in the Work, (b) any adjustment of the Cost of the Work and Developer TIF Reimbursement Amount, and (c) any extension of the time for performance under this Agreement. A Change Order shall be prepared by the Engineer and presented to the County and Developer within three (3) business days after all necessary cost and time information associated with the change is provided to the Engineer by the Developer. The Owner, Developer and Engineer shall have a reasonable amount of time to review and approve or reject the Change Order not to exceed five (5) business days after the Change Order is presented to each of them. The Developer shall have no obligation to perform any change in the Work prior to receipt of a fully-executed Change Order nor delay the completion of the Work as originally contemplated in the previously-approved Drawings and Specifications, hereinafter defined, on account of a pending Change Order. Any costs or time extension made necessary due to the pendency of a Change Order shall be added to the Change Order and Developer TIF Reimbursement Amount.

**Section 4.7. Engineer.** Whenever this Agreement requires an action by or response from the Engineer, the same shall be provided within three (3) business days of Developer's request for the same. When Developer believes it has completed all punch list items, it shall notify the County and Engineer, and the Engineer shall visit the site and confirm the punch list has been completed within three (3) business days of Developer's notice or otherwise provide Developer with a detailed list of all items the Engineer believes are not in accordance with the Construction Documents as well as a list of any approvals or documents needed in order for issuance of the Engineer's Certificate of Completion. In the event the Engineer shall fail to respond to a request of the Developer within ten (10) business days, such request shall be deemed approved by the Engineer.

**ARTICLE V**

**FURTHER PROVISIONS RELATING TO THE CONSTRUCTION  
OF THE PUBLIC INFRASTRUCTURE IMPROVEMENTS**

**Section 5.1. Construction Documents.** The Developer is causing to be prepared the Construction Documents, which shall be in a form reasonably satisfactory to the Authorized County Representative and the Developer. Any working drawings, plans and specifications prepared in connection with the Work (collectively, the "*Drawings and Specifications*") and that comprise the Construction Documents are instruments of service through which the Work to be executed is described. The Developer may retain one record set. The design professionals that create the Drawings and Specifications shall own the copyrights on the Drawings and Specifications and will retain all common law, statutory and other reserved rights, in addition to the copyrights; provided, however, that the Developer shall ensure that the agreements with each of the design professionals grant a non-exclusive, irrevocable, perpetual, and unlimited license to the County to use and reproduce the Drawings and Specifications solely and exclusively for the construction and maintenance of the Public Infrastructure Improvements. All copies of the Drawings and Specifications, except the record set of the Developer, shall be returned or suitably accounted for to the County, on request, upon final completion of the Public Infrastructure Improvements, and the copy thereof furnished to the Developer is for use solely with respect to the Public Infrastructure Improvements. They are not to be used by the Developer on other projects without the specific written consent of the County. The Developer is authorized to use and reproduce applicable portions of the Drawings and Specifications appropriate to the execution of obligations with respect to the Public Infrastructure Improvements; provided, however, that any reproduction and distribution of copies of the Drawings and Specifications by the Developer to the extent necessary to comply with official regulatory requirements or obligations of law shall not be construed as an infringement of the copyrights or other reserved rights of the County with respect to the Drawings and Specifications. All copies made under this authorization shall bear the statutory copyright notice, if any, shown on the Drawings and Specifications.

**Section 5.2. Prevailing Wage.** The County designates its Director of Planning and Development as the prevailing wage coordinator for the Public Infrastructure Improvements (the "*Prevailing Wage Coordinator*"). The Developer acknowledges and agrees that the Public Infrastructure Improvements are subject to the prevailing wage requirements of Chapter 4115 of the Ohio Revised Code and all wages paid to laborers and mechanics employed on the Public Infrastructure Improvements shall be paid at not less than the prevailing rates of wages of laborers and mechanics for the classes of work called for by the Public Infrastructure Improvements, which wages shall be determined in accordance with the requirements of that Chapter 4115. The Developer shall comply, and the Developer shall require compliance by all contractors and shall require all contractors to require compliance by all subcontractors working on the Public Infrastructure Improvements, with all applicable requirements of that Chapter 4115, including any necessary posting requirements. The Developer (and all contractors and subcontractors thereof) shall cooperate with the Prevailing Wage Coordinator and respond to all reasonable requests by the Prevailing Wage Coordinator when the Prevailing Wage Coordinator is determining compliance

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by the Developer (and all contractors and subcontractors thereof) with the applicable requirements of that Chapter 4115.

The Prevailing Wage Coordinator shall notify the Developer of the prevailing wage rates for the Public Infrastructure Improvements. The Prevailing Wage Coordinator shall notify the Developer of any change in prevailing wage rates within seven working days of receiving notice of such change from the Director of the Ohio Department of Commerce. The Developer shall immediately upon such notification: (a) insure that all contractors and subcontractors receive notification of any change in prevailing wage rates as required by that Chapter 4115; (b) make the necessary adjustment in the prevailing wage rates and pay any wage increase as required by that Chapter 4115; and (c) insure that all contractors and subcontractors make the same necessary adjustments.

The Developer shall, upon beginning performance of this Agreement, notify the Prevailing Wage Coordinator of the commencement of Work and supply to the Prevailing Wage Coordinator the schedule of the dates during the life of this Agreement on which the Developer (or any contractors or subcontractor thereof) is required to pay wages to employees. The Developer (and each contractor or subcontractor thereof) shall also deliver to the Prevailing Wage Coordinator a certified copy of its payroll within two weeks after the initial pay date, and supplemental reports for each month thereafter and in connection with any Written Requisition, as illustrated in **EXHIBIT D** attached hereto and incorporated herein, which shall exhibit for each employee paid any wages, the employee's name, current address, social security number, number of hours worked during each day of the pay periods covered and the total for each week, the employee's hourly rate of pay, the employee's job classification, fringe payments and deductions from the employee's wages. The certification of each payroll shall be executed by the Developer (or contractor, subcontractor, or duly appointed agent thereof, if applicable) and shall recite that the payroll is correct and complete and that the wage rates shown are not less than those required by this Agreement and Chapter 4115 of the Ohio Revised Code.

The Developer shall provide to the Prevailing Wage Coordinator a list of names, addresses and telephone numbers for any contractors or subcontractors performing any Work on the Public Infrastructure Improvements as soon as they are available, and the name and address of the bonding/surety company and the statutory agent (if applicable) for those contractors or subcontractors. The Developer shall not contract with any contractor or subcontractor listed with the Ohio Secretary of State for violations of Chapter 4115 of the Ohio Revised Code pursuant to Section 4115.133 of the Ohio Revised Code.

Prior to final payment for the work under this Agreement, the Developer (and any contractor or subcontractor thereof) shall submit to the Prevailing Wage Coordinator the affidavit required by Section 4115.07 of the Ohio Revised Code.

**Section 5.3. Traffic Control Requirements.** The Developer shall be responsible for ensuring the provision, through contractors or otherwise, of all traffic control devices, flaggers and police officers or sheriff's deputies required to properly and safely maintain traffic during the construction of the Public Infrastructure Improvements. All traffic control devices shall be furnished, erected, maintained and removed in accordance with the Ohio Department of Transportation's "Ohio Manual of Uniform Traffic Control Devices" related to construction operations and in consultation with the County's Engineer.

**Section 5.4. Equal Opportunity Clause.** The Developer will, in all solicitations or advertisements for employees placed by or on behalf of the Developer, state that the Developer is an equal opportunity employer. The Developer shall require all contractors and shall require all contractor's subcontractors to include in each contract a summary of this equal opportunity clause.

**Section 5.5. Insurance Requirements.** The Developer shall furnish proof to the County at the time of commencing construction of the Work of possession of comprehensive general liability insurance naming the County and its authorized agents as an additional insured. The minimum limits of liability for the required insurance policies shall not be less than the following unless a greater amount is required by law and shall be maintained, except as provided in 5.5(f) for a minimum period of one (1) year after acceptance of the Public Infrastructure Improvements pursuant to Section 4.4:

- (a) Commercial General Liability ("CGL"): Bodily injury (including death) and property damage with a combined single limit of \$1,000,000 each occurrence, with a \$2,000,000 aggregate; \$100,000 for damage to rented premises (each occurrence); \$5,000 for medical expenses (person); and \$1,000,000 for personal and advertising injury. CGL shall include (i) premises-operations, (ii) explosion and collapse hazard, (iii) underground hazard, (iv) independent contractors' protective, (v) broad form property damage, including completed operations, (vi) contractual liability, (vii) products and completed operations, with \$2,000,000 aggregate, (viii) personal injury with employment exclusion deleted, (ix) owned, non-owned, and hired motor vehicles, and (x) stopgap liability for \$100,000 limit. The general aggregate shall be endorsed to provide that it applies to the Work only.

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- (b) Automobile liability, covering all owned, non-owned, and hired vehicles used in connection with the Work: Bodily injury (including death) and property damage with a combined single limit of \$1,000,000 per person and \$1,000,000 each occurrence.
- (c) Such policies shall be supplemented by an umbrella policy, also written on an occurrence basis, to provide additional protection to provide coverage in the total amount of \$5,000,000 for each occurrence and \$5,000,000 aggregate. The Developer's insurance shall be primary to any insurance maintained by the County.
- (d) The Developer shall obtain an additional named insurance endorsement for the CGL and automobile liability coverage with the following named insureds for covered claims arising out of the performance of the Work under the Construction Documents:
  - (i) Pickaway County; and
  - (ii) the Pickaway County Board of County Commissioners, and all County executive officers and employees;

Each policy of insurance and respective certificate of insurance shall expressly provide that no less than 30 days prior written notice shall be given to County in the event of cancellation or non-renewal of the coverage contained in such policy.

- (e) Insurance policies shall be written on a claims basis only.
- (f) Products and completed operations coverage shall commence with the certification of the acceptance of the Public Infrastructure Improvements pursuant to Section 4.4 and shall extend for not less than two years beyond that date.
- (g) The Developer shall require all contractors and subcontractors to provide workers' compensation, CGL, and automobile liability insurance with the same minimum limits specified herein, to the extent reasonably practicable.

**Section 5.6. JEDD Income Tax Withholdings.** The Developer shall withhold and pay, shall require all contractors to withhold and pay, and shall require all contractors to require all subcontractors to withhold and pay, all JEDD income taxes due or payable with respect to wages, salaries, commissions and any other income subject to the provisions of the Madison Township Joint Economic Development District income tax resolution.

**Section 5.7. Compliance with Occupational Health and Safety Act of 1970.** The Developer and all contractors and subcontractors shall be solely responsible for their respective compliance with the Occupational Safety and Health Act of 1970 under this Agreement.

**Section 5.8. Provision of Security for Mechanics' Liens.** To the extent any material supplier, contractor, or subcontractor files and records a mechanics' lien against the Public Infrastructure Improvements, the Developer shall, or shall require the appropriate contractor to, provide any security permitted by Section 1311.11(C)(1) of the Ohio Revised Code to cause that mechanics' lien to be released of record with respect to the Public Infrastructure Improvements.

**Section 5.9. Security for Performance.** The Developer shall furnish or require all contractors performing Work to furnish prior to commencement of construction of the Public Infrastructure Improvements a performance and payment bond that shall name the Developer and the County as obligees in the form provided by Section 153.57 of the Ohio Revised Code. The bond shall cover all Costs of the Work, including a guarantee period of one (1) year set forth in Section 5.10 hereof.

Any bond shall be executed by sureties that are licensed to conduct business in the State as evidenced by a Certificate of Compliance issued by the Ohio Department of Insurance. All bonds signed by an agent must be accompanied by a power of attorney of the agent signing for the surety. If the surety of any bond so furnished by a contractor declares bankruptcy, become insolvent or its right to do business is terminated in Ohio, the Developer, within five (5) days thereafter, shall substitute another bond and surety or cause the contractor to substitute another bond and surety, both of which shall be acceptable to the County and the Developer. The Developer shall provide to the County prior to commencement of any Work by any contractor a copy the security for performance provided by the Developer or contractor pursuant to this Section.

**Section 5.10. Further Developer Guaranties Relating to the Public Infrastructure Improvements.** The Developer guarantees that it will cause to be exercised in the performance of the Work the standard of care normally exercised by well-qualified engineering and construction organizations engaged in performing comparable services in Central Ohio. The Developer further warrants that the Work and any materials and equipment incorporated into the Work will be free from defects, including defects in the workmanship or materials (without regard to the standard of care exercised in its performance) for a period of one (1) year after final written acceptance of the Work by County (the "Guarantee Period"). The performance and payment bond of the contractor(s) in Section 5.9 hereof shall remain in effect until the expiration of the Guarantee Period. The

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guarantee provided in this Section shall be in addition to, and not in limitation of, any other guarantee, warranty or remedy provided by law, a manufacturer or the Construction Documents.

If defective Work becomes apparent within the warranty or Guarantee Period, the County shall promptly notify the Developer in writing and provide a copy of said notice to the Engineer. Within ten (10) days of receipt of said notice, the Developer shall visit the project in the company of one or more representatives of the County to determine the extent of the defective work and agree upon the repairs necessitated thereby. The Developer shall, within a reasonable time frame, repair or replace (or cause to be repaired or replaced) the defective Work, including all adjacent Work damaged as a result of such defective Work or as a result of remedying the defective Work. If the defective Work is considered by the County to be an emergency (i.e., it threatens exposure to personal injury, death or significant property damage to the County or the public), the County may require the Developer to visit the project within one (1) day of receipt of said notice. The Developer shall be fully responsible for the cost of temporary materials, facilities, utilities or equipment required during the repair or replacement of the defective Work.

If the Developer does not repair or replace defective Work within a reasonable time frame, the County shall repair or replace such defective Work and charge the cost thereof to the Developer or the Developer's surety; provided, however, that Developer shall have no less than thirty (30) days in which to effectuate the repairs after agreement on the scope of such repairs is reached by Developer and County (or, in the event of an emergency, no less than twenty-four hours after visiting the project to implement sufficient temporary measures). Work which is repaired or replaced by the Developer shall be inspected and accepted by the Engineer and County within seven (7) calendar days of Developer's notification that the same has been completed and shall be guaranteed by the Developer for one (1) year from the date of acceptance of the corrective work by the County.

**ARTICLE VI**

**PAYMENT OF COST OF THE WORK**

**Section 6.1. Deposit of Monies in the TIF Fund.** Pursuant to the TIF Resolution, the County has established the TIF Fund for, inter alia, the payment of the Cost of the Work. Upon the execution of this Agreement, the County covenants and agrees to deposit monies into the TIF Fund as such funds are received from the Pickaway County Auditor from Service Payments.

**Section 6.2. Disbursements from the TIF Fund.** Subject to the requirements of this Agreement, the County shall pay one hundred percent (100%) of monies on deposit in the TIF Fund to the Developer until the Developer has been fully reimbursed the Developer TIF Reimbursement Amount, on the first business day following each May 31 and November 30 (each, a "Payment Date") until the TIF Exemption ends pursuant to Section 1 of this Agreement. All payments to the Developer hereunder on each Payment Date must be made pursuant to written instructions provided by the Developer.

Any expenditure pursuant to this Section 6 of monies deposited in the TIF Fund is subject to the expenditure restrictions and appropriation requirements of Ohio law.

Notwithstanding any other provision of this Agreement, the County's payment obligations hereunder are limited to the monies in the TIF Fund and do not constitute an indebtedness of the County, the State of Ohio, or any other political subdivision thereof, within the provisions and limitations of the laws and the Constitution of the State of Ohio, and the Developer does not have the right to have taxes or excises levied by the County, the State of Ohio, or any other political subdivision thereof for the payment of the Developer TIF Reimbursement Amount.

**Section 6.3. Lien Waivers.** Upon final completion of the Work and acceptance by the County, Developer shall deliver to County copies of conditional final lien waivers executed by all subcontractors, suppliers or lien claimants.

**Section 6.4. Tax Covenants.** The obligation of the County to make payments to the Developer pursuant to this Agreement is not an obligation or pledge of any moneys raised by taxation and does not represent or constitute a debt or pledge of the faith and credit of the County. Except for the payments from the TIF Fund and in the aggregate amount described in this Agreement, the Developer shall receive no other monies from the County in connection with the construction of the Public Infrastructure Improvements.

**ARTICLE VII**

**EVENTS OF DEFAULT AND REMEDIES**

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**Section 7.1. General.** Except as otherwise provided in this Agreement, in the event of any default in or breach of this Agreement, or any of its terms or conditions, by either Party hereto, such Party shall, upon written notice from the other, proceed promptly to cure or remedy such default or breach, and, in any event, within thirty (30) days after receipt of such notice. In the event such default or breach is of such nature that it cannot be cured or remedied within said thirty (30) day period, then in such event the Party shall, upon written notice from the other, commence its actions to cure or remedy said breach within said thirty (30) day period, and proceed diligently thereafter to cure or remedy said breach. In case such action is not taken or not diligently pursued, or the default or breach shall not be cured or remedied within a reasonable time, which shall be no less than thirty (30) days, the following remedies may be pursued: (i) the aggrieved Party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to, proceedings to compel specific performance by the Party in default or breach of its obligations; and (ii) in addition, if the default or breach is a failure of the Developer to achieve final completion of the Work by the date set forth in Section 4.2 herein, as adjusted by Change Order, then the County may proceed to perform the Developer's obligations under this Agreement, and pay the costs thereof from the TIF Fund up to the amount designated for the Cost of the Work. Notwithstanding the above, the Parties acknowledge the Developer is under contract to purchase the Real Property. Developer's failure to conclude the purchase of the Property for any reason shall not be considered a default. And, in such case, this agreement shall be null and void and neither Party shall have any further obligation to the other. Furthermore, the Parties recognize that the construction estimates and timelines associated with the Project may change significantly based on market conditions and other factors. Market Conditions and Other Factors include, without limitation: an overall decline in economic performance, as a whole or in the Developer's relevant sector, during the term of this Agreement. The County agrees to not hold the Developer liable for the construction of public infrastructure improvements should market conditions and other factors impact the Developer's ability to construct the improvements.

**Section 7.2. Other Rights and Remedies; No Waiver by Delay.** The Parties shall each have the right to institute such actions or proceedings as it may deem desirable for effectuating the purposes of, and its remedies under, this Agreement; provided, that any delay by either Party in instituting or prosecuting any such actions or proceedings or otherwise asserting its rights under this Agreement shall not operate as a waiver of such rights or to deprive it of or limit such right in any way (it being the intent of this provision that neither Party should be constrained, so as to avoid the risk of being deprived of or limited in the exercise of the remedy provided in this Agreement because of concepts of waiver, laches, or otherwise, to exercise such remedy at a time when it may still hope otherwise to resolve the problems created by the default involved); nor shall any waiver in fact made by either Party with respect to any specific default by the other Party under this Agreement be considered or treated as a waiver of the rights of such party with respect to any other defaults by the other Party to this Agreement or with respect to the particular default except to the extent specifically waived in writing.

**Section 7.3. Force Majeure.** Notwithstanding anything contained in Sections 7.1 and 7.2 to the contrary and except as otherwise provided herein, no Party shall be considered in default in its obligations to be performed hereunder, if delay in the performance of such obligations is due to unforeseeable causes beyond its control and without its fault or negligence, including but not limited to, Force Majeure; it being the purpose and intent of this paragraph that in the event of the occurrence of any such enforced delay, the time or times for performance of such obligations shall be extended for the period of the enforced delay; provided, however, that the Party seeking the benefit of the provisions of this Section 7.3 shall, within fourteen (14) days after the beginning of such enforced delay, notify the other Party in writing thereof and of the cause thereof and of the duration thereof or, if a continuing delay and cause, the estimated duration thereof, and if the delay is continuing on the date of notification, within ten (10) days after the end of the delay, notify the other Party in writing of the duration of the delay.

**ARTICLE VIII**

**DISPUTE RESOLUTION PROVISIONS**  
**AS TO AMENDMENTS AND CLAIMS**

**Section 8.1. Notice and Filing of Requests.** Any request by the County or the Developer for amendment of the terms of this Agreement, including without limitation, for additional funds or time for performance, shall be made in writing and given prior to final completion of the Public Infrastructure Improvements.

**Section 8.2. Request Information.** In every written request given pursuant to Section 8.1 hereof, the Party giving notice shall provide the nature and amount of the request; identification of persons, entities and events responsible for or related to the request; and identification of the activities on the applicable schedule affected by the request.

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**Section 8.3. Meeting.** Within ten (10) days of receipt of the request given pursuant to Section 8.1 hereof, the Parties shall schedule a meeting in an effort to resolve the request and shall attempt in good faith to reach a decision on the request promptly thereafter or reach a decision on the request without a meeting, unless a mutual agreement is made to extend such time limit. The meeting shall be attended by persons expressly and fully authorized to resolve the request on behalf of the County and the Developer. Any decision on the request shall be made to the mutual reasonable satisfaction of the Parties.

**Section 8.4. Mediation.** If no decision is reached within thirty (30) days of the date of the meeting held pursuant to Section 8.3 hereof, the Parties may submit the matter to mediation, upon written agreement between them, or exercise any other remedy permitted to them at law or in equity. All costs of mediation shall be split evenly between the Parties except that each Party shall pay its own attorneys' fees and preparation costs.

**Section 8.5. Performance.** The County and the Developer shall proceed with their respective performance of this Agreement during any dispute resolution process, unless otherwise agreed by them in writing.

**ARTICLE IX**

**MISCELLANEOUS**

**Section 9.1. Notice.** Except as otherwise specifically set forth in this Agreement, all notices, demands, requests, consents or approvals given, required or permitted to be given hereunder shall be in writing and shall be deemed sufficiently given if actually received or if hand-delivered or sent by recognized, overnight delivery service or by certified mail, postage prepaid and return receipt requested, addressed to the other party at the address set forth in this Agreement or any addendum to or counterpart of this Agreement, or to such other address as the recipient shall have previously notified the sender of in writing, and shall be deemed received upon actual receipt, unless sent by certified mail, in which event such notice shall be deemed to have been received when the return receipt is signed or refused. Any process, pleadings, notice of other papers served upon the Parties shall be sent by registered or certified mail at their respective Notice Address, or to such other address or addresses as may be furnished by one party to the other.

**Section 9.2. Extent of Covenants; No Personal Liability.** All covenants, obligations and agreements of the Parties contained in this Agreement shall be effective to the extent authorized and permitted by applicable law. No such covenant, obligation or agreement shall be deemed to be a covenant, obligation or agreement of any present or future member, officer, agent or employee of any Party other than his or her official capacity, and neither the members of the legislative body of County nor any official executing this Agreement shall be liable personally under this Agreement or be subject to any personal liability or accountability by reason of the execution thereof or by reason of the covenants, obligations or agreements of the Parties contained in this Agreement.

**Section 9.3. Severability.** If any provision of this Agreement, or any covenant, obligation or agreement contained herein is determined by a court to be invalid or unenforceable, that determination shall not affect any other provision, covenant, obligation or agreement, each of which shall be construed and enforced as if the invalid or unenforceable portion were not contained herein. That invalidity or unenforceability shall not affect any valid and enforceable application thereof, and each such provision, covenant, obligation or agreement shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

**Section 9.4. Binding Effect Against Successors and Assigns.** The provisions of this Agreement shall be binding upon the successors or assigns of the Parties.

**Section 9.5. Recitals.** The Parties acknowledge and agree that the facts and circumstances as described in the Recitals hereto are an integral part of this Agreement and as such are incorporated herein by reference.

**Section 9.6. Entire Agreement.** This Agreement embodies the entire agreement and understanding of the Parties relating to the subject matter herein and therein and may not be amended, waived or discharged except in an instrument in writing executed by the Parties.

**Section 9.7. Executed Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed to constitute an original, but all of which together shall constitute but one and the same instrument. It shall not be necessary in proving this Agreement to produce or account for more than one of those counterparts.

**Section 9.8. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio or applicable federal law. All claims, counterclaims, disputes and other matters in

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question between any of the Parties and their respective agents and employees, arising out of or relating to this Agreement or its breach will be decided in a court of competent jurisdiction within Franklin County, Ohio.

**Section 9.9. Assignment.** Except from the Developer to an entity controlling, controlled by, or under common control with the Developer, this Agreement may not be assigned without the prior written consent of all non-assigning Parties.

**Section 9.10. Survival of Representations and Warranties.** All representations and warranties of the Parties in this Agreement shall survive the execution and delivery of this Agreement.

**Section 9.11.** Each obligation of the County required to be undertaken pursuant to this Agreement is binding upon the County, and upon each officer or employee thereof as may have from time to time the authority under law to take any action on behalf of the County which may be necessary to perform all or any part of that obligation, as a duty of the County and of each of those officers and employees resulting from an office, trust or station within the meaning of Section 2731.01, Ohio Revised Code, providing for enforcement by writ of mandamus.

**Section 9.12 Termination of Agreement by the Developer.** Notwithstanding anything to the contrary herein, in the event the Developer determines not to proceed with the Private Improvements or the Public Improvements, it may terminate this Agreement by delivering notice to the County. Upon delivery of such notice, the obligations of the parties will terminate.

**Section 9.13 Successors; Assignment; Amendments; County Consents.** This Agreement will be binding upon the parties hereto and their successors and assigns. The parties may only assign this Agreement with the written consent of the parties hereto with any consent of the County authorized by the County Board of Trustees; provided that Developer may, without the consent of the County, assign its rights and obligations under this Agreement (in whole or in part) to (i) an affiliate, and (ii) a lender for the purpose of obtaining financing for the Infrastructure Improvements, as long as such an assignment provides that Developer remains liable for all its obligations under this Agreement. The County will cooperate with any reasonable assignment request by a lender in connection with that financing. An “affiliate” means an entity controlling, controlled by or under common control with the Developer. For the avoidance of doubt, nothing in this Agreement prevents an Owner from transferring any or all of its interest in the Parcels to another person or entity. The form of the assignment agreement is included in Exhibit E of this Agreement.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed in their respective names by their duly authorized representatives, all as of the date first written above.

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

Attest: Angela Karr, Clerk

**In the Matter of**  
**Pickaway County Northern Industrial**  
**Area Community Reinvestment Area**  
**Madison Township Joint Economic Development District**  
**Public Infrastructure and Financing Agreement with**  
**CTR Rickenbacker DevCo, LLC:**

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

**Resolution No.: PC-100819-4**

**PUBLIC INFRASTRUCTURE AND FINANCING AGREEMENT**

THIS PUBLIC INFRASTRUCTURE CONSTRUCTION AND FINANCING AGREEMENT (the “*Agreement*”) is made and entered into this 8th day of October, 2019 (the “*Effective Date*”), by and between the MADISON TOWNSHIP JOINT ECONOMIC DEVELOPMENT DISTRICT (“*JEDD*”), a joint economic development district duly organized and validly existing under the Constitution and the laws of the State, and CTR Rickenbacker DevCo, LLC a Delaware Limited Liability Company (“*Developer*”) (together with the JEDD, the “*Parties*”), under the circumstances summarized in the following recitals (the capitalized terms not defined in the recitals are being used therein as defined in Article I hereof).

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**RECITALS:**

**WHEREAS**, Developer has entered into a purchase contract to acquire approximately 382 acres of real property on the south side of Airbase Road (which real property is generally depicted on Exhibit A hereinafter referred to as the “Real Property”) that has been added to the JEDD, and Developer plans to construct 5,526,555 square feet of warehousing and distribution facilities (the “Private Improvements”) on that real property; and

**WHEREAS**, the Parties have determined that certain public infrastructure improvements (the “Public Infrastructure Improvements”) as generally described on Exhibit B attached hereto and incorporated herein will need to be constructed to facilitate the development of the Private Improvements; and

**WHEREAS**, the Parties desire to enter into the Agreement to provide generally for the construction and financing of the Public Infrastructure Improvements; and

**WHEREAS**, the JEDD is empowered to reimburse certain parties who construct infrastructure improvements that are consistent with the JEDD’s Capital Improvement Plan; and

**NOW, THEREFORE**, in consideration of the premises and covenants contained herein, the Parties hereto agree and obligate themselves as follows:

**ARTICLE I**

**DEFINITIONS**

**Section 1.1. Use of Defined Terms.** In addition to the words and terms defined elsewhere in this Agreement or by reference to another document, the words and terms set forth in Section 1.2 shall have the meanings set forth in Section 1.2 unless the context or use clearly indicates another meaning or intent.

**Section 1.2. Definitions.** As used herein:

“**Agreement**” means this Public Infrastructure Construction and Financing Agreement by and between the JEDD and the Developer and dated as of the Effective Date.

“**Authorized JEDD Representative**” means Ryan Scribner. The JEDD may from time to time provide a written certificate to the Developer signed on behalf of the JEDD by Ryan Scribner designating an alternate or alternates who shall have the same authority, duties and powers as the Authorized JEDD Representative.

“**Authorized Developer Representative**” means Marc Belluomini. The Developer may from time to time provide a written certificate to the JEDD signed on behalf of the Developer by the President of the Developer designating an alternate or alternates or a substitute who shall have the same authority, duties and powers as the Authorized Developer Representative.

“**Code**” means the Internal Revenue Code of 1986, as amended, applicable Treasury Regulations (whether temporary or final) under the Code or the statutory predecessor of that Code, and any amendments of, or successor provisions to, the foregoing and any official rulings, announcements, notices, procedures and judicial determinations regarding the foregoing, all as and to the extent applicable.

“**Construction Documents**” means this Agreement and the Drawings and Specifications as such documents may be revised or supplemented from time to time with the approval of the Authorized JEDD Representative and the Authorized Developer Representative, which Drawings and Specifications contain the detailed construction plans and specifications for the Public Infrastructure Improvements and when completed, will be placed on file with the Authorized JEDD Representative on behalf of the JEDD.

“**Cost of the Work**” means the actual costs of the construction and installation of the Public Infrastructure Improvements, estimates of which are reflected in **EXHIBIT B**, and the final costs of which shall be reflected in a written requisition in the form attached hereto as **Exhibit D**.

“**Developer**” means CTR RICKENBACKER DEVCO, LLC, including any successors or assigns thereof permitted under this Agreement.



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“**Developer’s Completion Certificate**” shall have the meaning set forth in Section 4.3(a) hereof.

“**Developer Reimbursement Amount**” means the amount of the cost to construct the Public Infrastructure Improvements.

“**Drawings and Specifications**” shall have the meaning set forth in Section 5.1 hereof.

“**Effective Date**” means the date as defined in the preambles of this Agreement.

“**Engineer**” means Hull & Associates, or any other architectural or engineering firm licensed to perform architectural and engineering services within the State of Ohio and appointed by Authorized Developer Representative, with the consent of the JEDD which consent shall not be unreasonably withheld or delayed.

“**Engineer’s Completion Certificate**” shall have the meaning set forth in Section 4.3(b) hereof.

“**Event of Default**” means an Event of Default under Section 7.1 hereof.

“**Force Majeure**” means acts of God; fires; epidemics; landslides; floods; strikes; lockouts or other industrial disturbances; acts of public enemies; acts or orders of any kind of any governmental authority; insurrections; riots; civil disturbances; arrests; explosions; breakage or malfunctions of or accidents to machinery, transmission pipes or canals; partial or entire failures of utilities; shortages of labor, materials, supplies or transportation; lightning, earthquakes, hurricanes, tornadoes, storms or droughts; periods of unusually inclement weather or excessive precipitation; or any other cause or event not reasonably within the control of the Developer or the JEDD, as the case may be, excluding, however, the inability of the Developer to obtain financing for its obligations hereunder.

“**JEDD**” means the Madison Township Joint Economic Development District.

“**JEDD Board**” means the Board of the JEDD.

“**Notice Address**” means:

as to JEDD:                    Madison Township JEDD  
  Attn: Ryan Scribner  
  1360 Lancaster Pike Suite 111  
  Circleville, OH 43113

as to Developer:            CTR Rickenbacker DevCo, LLC  
  Attn: Marc Belluomini  
  4343 Von Karman, Suite 200  
  Newport Beach, CA 92660

“**Person**” shall mean an individual, a corporation, a partnership, an association, a limited liability company, a joint stock company, a joint venture, a trust, an unincorporated organization, or a government or any agency or political subdivision thereof.

“**Private Improvements**” means approximately 5,526,555 square feet of warehousing and distribution facilities.

“**Public Infrastructure Improvements**” means the public infrastructure improvements as generally described on **EXHIBIT B** and depicted on **EXHIBIT C**, each attached hereto and incorporated herein by reference and which will be more specifically described in the Construction Documents.

“**State**” means the State of Ohio.

“**Work**” means the construction of the Public Infrastructure Improvements in accordance with this Agreement.

**Section 1.3. Interpretation.** Any reference in this Agreement to JEDD or to any officers of JEDD includes those entities or officials succeeding to their functions, duties or responsibilities pursuant to or by operation of law or lawfully performing their functions.

Any reference to a section or provision of the Constitution of the State, or to a section, provision or chapter of the Ohio Revised Code shall include such section, provision or chapter as modified, revised, supplemented or superseded from time to time; provided, that no amendment, modification, revision, supplement or superseding section, provision or chapter shall be applicable solely by reason of this paragraph if it constitutes in any way an impairment of the rights or obligations of the Parties under this Agreement.

Unless the context indicates otherwise, words importing the singular number include the plural number, and vice versa; the terms “*hereof*”, “*hereby*”, “*herein*”, “*hereto*”, “*hereunder*” and similar terms refer to this

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Agreement; and the term “*hereafter*” means after, and the term “*heretofore*” means before, the date of this Agreement. Words of any gender include the correlative words of the other gender, unless the sense indicates otherwise. References to articles, sections, subsections, clauses, exhibits or appendices in this Agreement, unless otherwise indicated, are references to articles, sections, subsections, clauses, exhibits or appendices of this Agreement.

**Section 1.4. Captions and Headings.** The captions and headings in this Agreement are solely for convenience of reference and in no way define, limit or describe the scope of the intent of any article, section, subsection, clause, exhibit or appendix of this Agreement.

**ARTICLE II**

**GENERAL AGREEMENT AND TERM**

**Section 2.1. General Agreement Among Parties.** For the reasons set forth in the Recitals hereto, which Recitals are incorporated herein by reference as a statement of the public purposes of this Agreement and the intended arrangements among the Parties, the Parties shall cooperate in the manner described herein to facilitate the construction of the Public Infrastructure Improvements.

**Section 2.2. Term of Agreement.** This Agreement shall become effective as of the Effective Date and shall continue until the Parties have satisfied their respective obligations as set forth in this Agreement, unless sooner terminated in accordance with the provisions set forth herein.

**ARTICLE III**

**REPRESENTATIONS AND COVENANTS OF THE PARTIES**

**Section 3.1. Representations and Covenants of JEDD.** JEDD represents and covenants that:

- (a) It is a joint economic development district duly organized and validly existing under the Constitution and applicable laws of the State and its Charter.
- (b) It is not in violation of or in conflict with any provisions of the laws of the State or of the United States of America applicable to joint economic development districts which would impair its ability to carry out its obligations contained in this Agreement.
- (c) It is legally empowered to execute, deliver and perform this Agreement and to enter into and carry out the transactions contemplated by this Agreement. To the knowledge of JEDD, that execution, delivery and performance do not and will not violate or conflict with any provision of law applicable to JEDD, and do not and will not conflict with or result in a default under any agreement or instrument to which JEDD is a party or by which it is bound.
- (d) This Agreement to which it is a Party has, by proper action, been duly authorized, executed and delivered by JEDD and all steps necessary to be taken by JEDD have been taken to constitute this Agreement, and the covenants and agreements of JEDD contemplated herein are valid and binding obligations of JEDD, enforceable in accordance with their terms.
- (e) There is no litigation pending or to its knowledge threatened against or by JEDD wherein an unfavorable ruling or decision would materially and adversely affect JEDD’s ability, to carry out its obligations under this Agreement.
- (f) The JEDD agrees that it shall take all reasonable steps necessary to assist the Developer in the acquisition of any right of way or easement necessary to establish the Public Infrastructure Improvements Site.
- (g) It will do all things in its power in order to maintain its existence or assure the assumption of its obligations under this Agreement by any successor public body.

**Section 3.2. Representations and Covenants of the Developer.** The Developer represents and covenants that:

- (a) Developer is a Limited Liability Company duly organized and validly existing under the applicable laws of the State of Delaware and properly authorized to do business in the state of Ohio.

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- (b) It is not in violation of or in conflict with any provisions of the laws of the State or of the United States of America applicable to the Developer which would impair its ability to carry out its obligations contained in this Agreement.
- (c) It is legally empowered to execute, deliver and perform this Agreement and to enter into and carry out the transactions contemplated by this Agreement. To the knowledge of the Developer, that execution, delivery and performance do not and will not violate or conflict with any provision of law applicable to the Developer, and do not and will not conflict with or result in a default under any agreement or instrument to which the Developer is a party or by which it is bound.
- (d) This Agreement to which it is a Party has, by proper action, been duly authorized, executed and delivered by the Developer and all steps necessary to be taken by the Developer have been taken to constitute this Agreement, and the covenants and agreements of the Developer contemplated herein are valid and binding obligations of the Developer, enforceable in accordance with their terms.
- (e) There is no litigation pending or to its knowledge threatened against or by the Developer wherein an unfavorable ruling or decision would materially and adversely affect the Developer's ability to carry out its obligations under this Agreement.
- (f) It will do all things in its power in order to maintain its existence or assure the assumption of its obligations under this Agreement by any successor entity.

**ARTICLE IV**

**CONSTRUCTION OF PUBLIC INFRASTRUCTURE IMPROVEMENTS**

**Section 4.1. General Considerations.** In consideration of the Developer's promise to construct the Public Infrastructure Improvements, the JEDD agrees, subject to Section 4.4 hereof, to reimburse and/or otherwise pay the Developer the Developer Reimbursement Amount in accordance with Section 6.2 and/or any other applicable provisions of this Agreement.

**Section 4.2. Construction of the Public Infrastructure Improvements.** The Developer covenants and agrees that they will cause to be constructed and installed all of the Public Infrastructure Improvements in accordance with this Agreement and the Construction Documents in conjunction with Developer's construction of the Private Improvement. The Parties acknowledge the Public Infrastructure Improvements may be constructed in one or more phases.

The Developer shall supervise, perform and direct the Work utilizing qualified personnel, and in accordance with the standards of care normally exercised by construction organizations performing similar work. The Developer shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures for coordinating all portions of the Work.

The Developer agrees that the Public Infrastructure Improvements, including those identified on **EXHIBIT C** (which is attached hereto and incorporated herein by reference), shall be dedicated for public use upon completion and acceptance as provided in Sections 4.3 and 4.4 hereof.

**Section 4.3. Completion of the Public Infrastructure Improvements.** The Public Infrastructure Improvements shall be deemed completed upon fulfillment of the following conditions:

(a) Receipt of written notice (the "*Developer's Completion Certificate*") from the Authorized Developer Representative that the Public Infrastructure Improvements have been completed and are ready for final acceptance by the City of Columbus, Ohio (the "*City*"), or Pickaway County (the "*County*") depending on the nature of the Public Infrastructure Improvements which notice shall (i) generally describe all property installed as part of the Public Infrastructure Improvements; (ii) state the cost of the Public Infrastructure Improvements as such costs are certified by the Engineer and (iii) state and shall constitute the Developer's representation that the construction, improvement and equipping of the Public Infrastructure Improvements have been completed substantially in accordance with the Construction Documents, all costs then due and payable in connection therewith have been paid, there are no mechanics' liens or to its knowledge, after reasonable inquiry, any basis for such liens, and all obligations, costs and expenses in connection with the Public Infrastructure Improvements have been paid or discharged.

(b) Receipt from the Engineer of a final Certificate of Completion (the "*Engineer's Completion Certificate*") stating that to the best of the Engineer's knowledge, information and belief, and on the basis of the Engineer's on-site visits and inspections, that the Public Infrastructure Improvements have been satisfactorily completed in accordance with the terms and conditions of the Construction Documents,

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including all punch list items, that the construction, improvement and equipping of the Public Infrastructure Improvements have been accomplished in a manner that conforms to all then applicable governmental laws, rules and regulations; and that the Public Infrastructure Improvements have been approved by the relevant public authorities.

**Section 4.4. Acceptance of the Public Infrastructure Improvements.** The JEDD shall have no obligation to determine the Public Infrastructure Improvements complete until (a) the Public Infrastructure Improvements have been satisfactorily completed in accordance with the Construction Documents, as evidenced by the Engineer's Completion Certificate and properly dedicated easements to the City or County, as the case may be; (b) the JEDD has received the Developer's Completion Certificate, the Engineer's Completion Certificate, and reasonable evidence of the City or County's acceptance of the Public Infrastructure Improvements, copies of the approval letters issued by the public authorities as referenced in Section 4.3 herein, and copies of all documents and instruments to be delivered to the City or County pursuant to the Construction Documents; and (c) the JEDD has received evidence reasonably satisfactory to it that all liens on the Public Infrastructure Improvements, including, but not limited to, tax liens, the lien of any mortgage, and any mechanic's liens, have been or shall be released, or, with respect to mechanic's liens, security therefor has been provided pursuant to Section 5.8 hereof. The JEDD agrees to determine that the Public Infrastructure Improvements have been completed upon satisfaction of the conditions listed in (a) through (c) of the immediately preceding sentence. The determination by the JEDD of the Public Infrastructure Improvements have been completed shall not relieve the Developer of its responsibility for defects in material or workmanship as set forth in Section 5.10. hereof.

**Section 4.5. Extensions of Time.** If the Developer or the JEDD is delayed in the commencement or progress of its obligations hereunder by a breach by the other Party of its obligations hereunder, or by failure of the Engineer to act as provided in this Agreement, or by Force Majeure, then the time for performance under this Agreement by the Party so delayed shall be extended for such time as is commercially reasonable under the circumstances.

**Section 4.6. Changes in the Work.** After the execution of this Agreement, and without invalidating this Agreement, the Developer and the Engineer by written agreement (a "*Change Order*") may agree to changes in the Work so long as the Change Order is satisfactory to the City or JEDD. Changes in the Work shall be performed under applicable provisions of this Agreement and the Construction Documents, unless otherwise provided in the Change Order.

**ARTICLE V**

**FURTHER PROVISIONS RELATING TO THE CONSTRUCTION OF THE PUBLIC INFRASTRUCTURE IMPROVEMENTS**

**Section 5.1. Construction Documents.** The Developer is causing to be prepared the Construction Documents, which shall be in a form satisfactory to the City or JEDD and the Developer and reasonably reviewed by the Authorized JEDD Representative. Any working drawings, plans and specifications prepared in connection with the Work (collectively, the "*Drawings and Specifications*") and that comprise the Construction Documents are instruments of service through which the Work to be executed is described.

**Section 5.2. Prevailing Wage.** The JEDD designates Ryan Scribner or his designee as the prevailing wage coordinator for the Public Infrastructure Improvements (the "*Prevailing Wage Coordinator*"). The Developer acknowledges and agrees that the Public Infrastructure Improvements are subject to the prevailing wage requirements of Chapter 4115 of the Ohio Revised Code and all wages paid to laborers and mechanics employed on the Public Infrastructure Improvements shall be paid at not less than the prevailing rates of wages of laborers and mechanics for the classes of work called for by the Public Infrastructure Improvements, which wages shall be determined in accordance with the requirements of that Chapter 4115. The Developer shall comply, and the Developer shall require compliance by all contractors and shall require all contractors to require compliance by all subcontractors working on the Public Infrastructure Improvements, with all applicable requirements of that Chapter 4115, including any necessary posting requirements. The Developer (and all contractors and subcontractors thereof) shall cooperate with the Prevailing Wage Coordinator and respond to all reasonable requests by the Prevailing Wage Coordinator when the Prevailing Wage Coordinator is determining compliance by the Developer (and all contractors and subcontractors thereof) with the applicable requirements of that Chapter 4115.

The Prevailing Wage Coordinator shall notify the Developer of the prevailing wage rates for the Public Infrastructure Improvements. The Prevailing Wage Coordinator shall notify the Developer of any change in prevailing wage rates within seven working days of receiving notice of such change from the Director of the Ohio Department of Commerce. The Developer shall immediately upon such notification (a) insure that all contractors and subcontractors receive notification of any change in prevailing wage rates as required by that Chapter

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4115; (b) make the necessary adjustment in the prevailing wage rates and pay any wage increase as required by that Chapter 4115; and (c) insure that all contractors and subcontractors make the same necessary adjustments.

The Developer shall, upon beginning performance of this Agreement, notify the Prevailing Wage Coordinator of the commencement of Work, supply to the Prevailing Wage Coordinator the schedule of the dates during the life of this Agreement on which the Developer (or any contractors or subcontractor thereof) is required to pay wages to employees. The Developer (and each contractor or subcontractor thereof) shall also deliver to the Prevailing Wage Coordinator a certified copy of its payroll within two weeks after the initial pay date, and supplemental reports for each month thereafter and in connection with any Written Requisition which shall exhibit for each employee paid any wages, the employee's name, current address, social security number, number of hours worked during each day of the pay periods covered and the total for each week, the employee's hourly rate of pay, the employee's job classification, fringe payments and deductions from the employee's wages. The certification of each payroll shall be executed by the Developer (or contractor, subcontractor, or duly appointed agent thereof, if applicable) and shall recite that the payroll is correct and complete and that the wage rates shown are not less than those required by this Agreement and Chapter 4115 of the Ohio Revised Code.

The Developer shall provide to the Prevailing Wage Coordinator a list of names, addresses and telephone numbers for any contractors or subcontractors performing any Work on the Public Infrastructure Improvements as soon as they are available, and the name and address of the bonding/surety company and the statutory agent (if applicable) for those contractors or subcontractors.

The Developer shall not contract with any contractor or subcontractor listed with the Ohio Secretary of State for violations of Chapter 4115 of the Ohio Revised Code pursuant to Section 4115.133 of the Ohio Revised Code.

Prior to final payment under this Agreement, the Developer (and any contractor or subcontractor thereof) shall submit to the Prevailing Wage Coordinator the affidavit required by Section 4115.07 of the Ohio Revised Code.

**Section 5.3. Traffic Control Requirements.** The Developer shall be responsible for ensuring the provision, through contractors or otherwise, of all traffic control devices, flaggers and police officers required to properly and safely maintain traffic during the construction of the Public Infrastructure Improvements. All traffic control devices shall be furnished, erected, maintained and removed in accordance with the Ohio Department of Transportation's "Ohio Manual of Uniform Traffic Control Devices" related to construction operations.

**Section 5.4. Equal Opportunity Clause.** The Developer will, in all solicitations or advertisements for employees placed by or on behalf of the Developer, state that the Developer is an equal opportunity employer. The Developer shall require all contractors and shall require all contractor's subcontractors to include in each contract a summary of this equal opportunity clause.

**Section 5.5. Insurance Requirements.** The Developer shall furnish proof to the JEDD at the time of commencing construction of the Work of possession of comprehensive general liability insurance naming the JEDD and its authorized agents as an additional insured party in amounts as are required by the JEDD for public construction projects of similar size and scope. The required insurance policies shall comply with the following:

(a) The Developer shall obtain an additional named insurance endorsement for the CGL and automobile liability coverage with the following named insureds for covered claims arising out of the performance of the Work under the Construction Documents:

- (i) the JEDD; and
- (ii) JEDD Board members, executive officers, and employees;

Each policy of insurance and respective certificate of insurance shall expressly provide that no less than 30 days prior written notice shall be given to JEDD in the event of cancellation, non-renewal, expiration or material alteration of the coverage contained in such policy.

(b) Insurance policies shall be written on a claims made basis only.

(c) Products and completed operations coverage shall commence with the certification of the acceptance of the Public Infrastructure Improvements pursuant to Section 4.4 and shall extend for not less than two years beyond that date.

(d) The Developer shall require all contractors to provide workers' compensation, CGL, and automobile liability insurance with the same minimum limits specified herein, unless the JEDD agrees to a lesser amount.

**Section 5.6. JEDD Income Tax Withholdings.** If applicable, the Developer shall withhold and pay, shall require all contractors to withhold and pay, and shall require all contractors to require all subcontractors to

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withhold and pay, all JEDD income taxes due or payable with respect to wages, salaries, commissions and any other income subject to the provisions of the JEDD Income Tax Resolution.

**Section 5.7. Compliance with Occupational Health and Safety Act of 1970.** The Developers and all contractors and subcontractors shall be solely responsible for their respective compliance with the Occupational Safety and Health Act of 1970 under this Agreement.

**Section 5.8. Provision of Security for Mechanic's Liens.** To the extent any materialman, contractor, or subcontractor files and records a mechanic's lien against the Public Infrastructure Improvements, the Developer shall, or shall require the appropriate contractor to, provide any security required by Section 1311.11 of the Ohio Revised Code to cause that mechanic's lien to be released of record with respect to the Public Infrastructure Improvements.

**Section 5.9. Security for Performance.** The Developer shall furnish or require all contractors performing Work to furnish prior to commencement of construction of the Public Infrastructure Improvements a performance or payment bond or such other security which is acceptable to the JEDD that shall name the JEDD as obligee in the form provided by Section 153.57 of the Ohio Revised Code. The bond or security shall cover all costs of the Work, including a guarantee period of one (1) year set forth in Section 5.10 hereof.

Any bond shall be executed by sureties that are licensed to conduct business in the State as evidenced by a Certificate of Compliance issued by the Ohio Department of Insurance. All bonds signed by an agent must be accompanied by a power of attorney of the agent signing for the surety. If the surety of any bond so furnished by a contractor declares bankruptcy, become insolvent or its right to do business is terminated in Ohio, the Developer, within five (5) days thereafter, shall substitute another bond and surety or cause the contractor to substitute another bond and surety, both of which shall be acceptable to the JEDD and the JEDD. The Developer shall provide to the JEDD prior to commencement of any Work by any contractor a copy of the security for performance provided by the Developer or contractor pursuant to this Section.

**Section 5.10. Further Developer Guaranties Relating to the Public Infrastructure Improvements.** The Developer guarantees that it will cause to be exercised in the performance of the Work the standard of care normally exercised by well-qualified engineering and construction organizations engaged in performing comparable services in Central Ohio. The Developer further warrants that the Work and any materials and equipment incorporated into the Work will be free from defects, including defects in the workmanship or materials (without regard to the standard of care exercised in its performance) for a period of one (1) year after final written acceptance of the Work by JEDD. The performance and payment bond or other security provided in Section 5.09 of the contractor(s) shall remain in effect until the expiration of the guarantee period. The guarantee provided in this Section shall be in addition to, and not in limitation of, any other guarantee, warranty or remedy provided by law, a manufacturer or the Construction Documents.

**ARTICLE VI**

**JOB CREATION and PAYMENT OF DEVELOPER REIMBURSEMENT AMOUNT**

**Section 6.1. Job Creation.** Developer agrees to create or to cause to be created approximately 1,800 FTE jobs at the Private Improvements, with an annual payroll of approximately \$102,855,600, by December 31, 2027. The proposed build-out schedule for the Private Improvements and associated job creation/payroll commitments are illustrated on the spreadsheet attached hereto as **Exhibit F** and incorporated herein by reference. Developer and/or its assignees agree that its occupants/tenants will maintain the job creation and payroll commitments through the term of this Agreement. The estimates provided in this Section 6.1 and Section 6.3(B) are good faith estimates and shall not be construed in a manner that would unduly limit the amount of the reimbursement provided for in this Agreement. The parties to this Agreement recognize that the employment and payroll estimates associated with the Project may increase or decrease significantly based on market conditions and other factors. "Market conditions and other factors" include, without limitation: an overall decline in economic performance, as a whole or in the Developer's relevant sector, during the term of this Agreement.

**Section 6.2. Disbursements of the Developer Reimbursement Amount.** Pursuant to Section 10 of the Madison Township Joint Economic Development District Contract, the JEDD will place 43.75% of the income taxes collected from taxpayers located at the Private Improvements in the Partners Investment Reimbursement Fund (the "Developer Investment Contributions") for partial reimbursement of the Developer Reimbursement Amount as described in the following paragraph.

Section 1. The JEDD agrees, subject to Section 4.4 hereof, to reimburse and/or otherwise pay the Developer the Cost of the Work in an amount not exceeding Developer Reimbursement Amount from the Developer Investment Contributions. The parties acknowledge that partial reimbursement of the Costs of the

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Work will be received by the Developer from Pickaway County pursuant to a Tax Increment Financing Agreement dated \_\_\_\_\_, 2019, and that any such County reimbursement will reduce the Cost of the Work such that the Developer will not be reimbursed more than the approved Cost of the Work. The JEDD hereby agrees to pay the Developer, upon the satisfaction of the conditions of the Agreement with respect to the Public Infrastructure Improvements and upon submission of a written requisition(s) substantially in the form attached as **Exhibit D** (a "Written Requisition"), the following percentages of the Developer Investment Contributions: for calendar years 2022 through 2041 inclusive, the JEDD will reimburse the Developer at a rate of 75% of the Developer Investment Contributions. (The parties contemplate that 2022 will be the first full calendar year after the certificate of occupancy is issued for the first completed building. The 20-year period for reimbursement payments will be adjusted in the event the certificate of occupancy for the first completed building occurs before or after calendar year 2021.) The Developer Reimbursement Amount is capped at \$6,500,000. Such payments shall be made within 30 days after the JEDD's receipt of Developer Investment Contributions from the City of Columbus into the Partners Investment Reimbursement Fund. The amount of the Written Requisition(s), as well as the amount of verified, collected Developer Investment Contributions, are subject to approval by the JEDD's Fiscal Officer and/or legal counsel as properly collected and payable under this Agreement, which approval shall not be unreasonably withheld or delayed. In order to facilitate verification of collection of Developer Investment Contributions, Developer agrees to incorporate language substantially similar to the following language in any lease of any portion of the Private Improvements:

[Tenant] expressly authorizes the Northern Pickaway County and/or the Madison Township Joint Economic Development Districts to contact the Income Tax Division of the City of Columbus – City Auditor and in turn expressly authorizes the Income Tax Division of the City of Columbus – City Auditor to provide to the Northern Pickaway County and/or the Madison Township Joint Economic Development District current and/or prior year(s) municipal tax information related to the [Tenant], in furtherance of the Public Infrastructure and Financing Agreement entered into by and between CTR Rickenbacker DevCo, LLC, and the Madison Township Joint Economic Development District, dated \_\_\_\_\_, 2019. To the extent permitted by Ohio law, any information provided to the Northern Pickaway County and/or the Madison Township Joint Economic Development District will be held in strict confidence at all times and shall not be disclosed to any other party, nor used for any other purpose other than verifying the [Tenant's] employee(s) and associated payroll tax generated at the leased premises.

The JEDD shall maintain a ledger of the approved Cost of the Work as reduced by periodic payments under the Tax Increment Financing Agreement and reimbursement payments under this Agreement. The parties understand and agree that construction payroll shall not be included in the calculation of Developer Investment Contributions.

**Section 6.3. Tax Covenants.** The obligation of the JEDD to make payments to the Developer pursuant to this Agreement is not an obligation or pledge of any moneys raised by taxation and does not represent or constitute a debt or pledge of the faith and credit of the JEDD. Except for the payment of the Cost of the Work from the Developer Investment Contributions as described in this Agreement, the Developer shall receive no other monies from the JEDD in connection with the construction of the Public Infrastructure Improvements.

**ARTICLE VII**

**EVENTS OF DEFAULT AND REMEDIES**

**Section 7.1. General.** There is no Default or breach of this Agreement if the Developer chooses not to implement the plan for Private Improvements within the JEDD. Except as otherwise provided in this Agreement, in the event of any default in or breach of this Agreement, or any of its terms or conditions, by either Party hereto, such Party shall, upon written notice from the other, proceed promptly to cure or remedy such default or breach, and, in any event, within thirty (30) days after receipt of such notice. In the event such default or breach is of such nature that it cannot be cured or remedied within said thirty (30) day period, then in such event the Party shall upon written notice from the other commence its actions to cure or remedy said breach within said thirty (30) day period, and proceed diligently thereafter to cure or remedy said breach. In case such action is not taken or not diligently pursued, or the default or breach shall not be cured or remedied within a reasonable time, the following remedies may be pursued: (i) the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to, proceedings to compel specific performance by the party in default or breach of its obligations; and (ii) in addition, if the default or breach is one by the Developer, the JEDD may withhold payment of the Developer Reimbursement Amount. Notwithstanding the above, the Parties acknowledge the Developer is under contract to purchase the Real Property. Developer's failure to conclude the purchase of

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the Property for any reason shall not be considered a default. And, in such case, this agreement shall be null and void and the neither Party shall have any further obligation to the other.

**Section 7.2. Other Rights and Remedies; No Waiver by Delay.** The Parties shall each have the right to institute such actions or proceedings as it may deem desirable for effectuating the purposes of, and its remedies under, this Agreement; provided, that any delay by either party in instituting or prosecuting any such actions or proceedings or otherwise asserting its rights under this Agreement shall not operate as a waiver of such rights or to deprive it of or limit such right in any way (it being the intent of this provision that neither party should be constrained, so as to avoid the risk of being deprived of or limited in the exercise of the remedy provided in this Agreement because of concepts of waiver, laches, or otherwise, to exercise such remedy at a time when it may still hope otherwise to resolve the problems created by the default involved); nor shall any waiver in fact made by either party with respect to any specific default by the other party under this Agreement be considered or treated as a waiver of the rights of such party with respect to any other defaults by the other party to this Agreement or with respect to the particular default except to the extent specifically waived in writing.

**Section 7.3. Force Majeure.** Notwithstanding anything contained in Sections 7.1 and 7.2 to the contrary and except as otherwise provided herein, no Party shall be considered in default in its obligations to be performed hereunder, if delay in the performance of such obligations is due to unforeseeable causes beyond its control and without its fault or negligence, including but not limited to, acts of God or of the public enemy, acts or delays of the other party, fires, floods, unusually severe weather, epidemics, freight embargoes, unavailability of materials, strikes or delays of contractors, subcontractors or materialmen but not including lack of financing capacity; it being the purpose and intent of this paragraph that in the event of the occurrence of any such enforced delay, the time or times for performance of such obligations shall be extended for the period of the enforced delay; provided, however, that the Party seeking the benefit of the provisions of this Section 7.3 shall within fourteen (14) days after the beginning of such enforced delay, notify the other Party in writing thereof and of the cause thereof and of the duration thereof or, if a continuing delay and cause, the estimated duration thereof, and if the delay is continuing on the date of notification, within thirty (30) days after the end of the delay, notify the other Party in writing of the duration of the delay.

**ARTICLE VIII**

**DISPUTE RESOLUTION PROVISIONS**  
**AS TO AMENDMENTS AND CLAIMS**

**Section 8.1. Notice and Filing of Requests.** Any request by the JEDD or the Developer for amendment of the terms of this Agreement, including without limitation, for additional funds or time for performance shall be made in writing and given prior to completion of the Public Infrastructure Improvements.

**Section 8.2. Request Information.** In every written request given pursuant to Section 8.1 hereof, the party giving notice shall provide the nature and amount of the request; identification of persons, entities and events responsible for or related to the request; and identification of the activities on the applicable schedule affected by the request.

**Section 8.3. Meeting.** Within ten (10) days of receipt of the request given pursuant to Section 8.1 hereof, the parties shall schedule a meeting in an effort to resolve the request and shall reach a decision on the request promptly thereafter or reach a decision on the request without a meeting, unless a mutual agreement is made to extend such time limit. The meeting shall be attended by persons expressly and fully authorized to resolve the request on behalf of the JEDD and the Developer. Any decision on the request shall be made to the mutual reasonable satisfaction of the parties.

**Section 8.4. Mediation.** If no decision is reached within 30 days of the date of the meeting held pursuant to Section 8.3 hereof, the parties may submit the matter to mediation, upon written agreement between them, or exercise any other remedy permitted to them at law or in equity.

**Section 8.5. Performance.** The JEDD and the Developer shall proceed with their respective performance of this Agreement during any dispute resolution process, unless otherwise agreed by them in writing.

**ARTICLE IX**

**MISCELLANEOUS**



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**Section 9.1. Notice.** Except as otherwise specifically set forth in this Agreement, all notices, demands, requests, consents or approvals given, required or permitted to be given hereunder shall be in writing, fax or email and shall be deemed sufficiently given if actually received or if hand-delivered or sent by recognized, overnight delivery service or by certified mail, postage prepaid and return receipt requested, addressed to the other party at the address set forth in this Agreement or any addendum to or counterpart of this Agreement, or to such other address as the recipient shall have previously notified the sender of in writing, and shall be deemed received upon actual receipt, unless sent by certified mail, in which event such notice shall be deemed to have been received when the return receipt is signed or refused. Any process, pleadings, notice of other papers served upon the Parties shall be sent by registered or certified mail at their respective Notice Address, or to such other address or addresses as may be furnished by one party to the other.

**Section 9.2. Extent of Covenants; No Personal Liability.** All covenants, obligations and agreements of the Parties contained in this Agreement shall be effective to the extent authorized and permitted by applicable law. No such covenant, obligation or agreement shall be deemed to be a covenant, obligation or agreement of any present or future member, officer, agent or employee of any Party other than his or her official capacity, and neither the members of the governing body of JEDD nor any official executing this Agreement shall be liable personally under this Agreement or be subject to any personal liability or accountability by reason of the execution thereof or by reason of the covenants, obligations or agreements of the Parties contained in this Agreement.

**Section 9.3. Severability.** If any provision of this Agreement, or any covenant, obligation or agreement contained herein is determined by a court to be invalid or unenforceable, that determination shall not affect any other provision, covenant, obligation or agreement, each of which shall be construed and enforced as if the invalid or unenforceable portion were not contained herein. That invalidity or unenforceability shall not affect any valid and enforceable application thereof, and each such provision, covenant, obligation or agreement shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

**Section 9.4. Binding Effect Against Successors and Assigns.** The provisions of this Agreement shall be binding upon the successors or assigns of the Parties.

**Section 9.5. Recitals.** The Parties acknowledge and agree that the facts and circumstances as described in the Recitals hereto are an integral part of this Agreement and as such are incorporated herein by reference.

**Section 9.6. Entire Agreement.** This Agreement embodies the entire agreement and understanding of the Parties relating to the subject matter herein and therein and may not be amended, waived or discharged except in an instrument in writing executed by the Parties.

**Section 9.7. Executed Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed to constitute an original, but all of which together shall constitute but one and the same instrument. It shall not be necessary in proving this Agreement to produce or account for more than one of those counterparts.

**Section 9.8. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio or applicable federal law. All claims, counterclaims, disputes and other matters in question between any of the Parties and their respective agents and employees, arising out of or relating to this Agreement or its breach will be decided in a court of competent jurisdiction within Pickaway County, Ohio.

**Section 9.9. Assignment.** This Agreement and the benefits and obligations hereof are not transferable or assignable without the express, written approval of the JEDD, which approval shall not be unreasonably withheld or delayed; provided, however, that the JEDD agrees not to withhold its approval of such transfer or assignment so long as any transferee or assignee files with the JEDD an assumption agreement substantially in the form attached hereto as "Exhibit E" (an "Assumption Agreement"), wherein such transferee or assignee, inter alia, (i) assumes all obligations of an Owner under this Agreement with respect to one or more Buildings and (ii) certifies to the validity of the representations, warranties and covenants contained herein as to such transferee or assignee. For each Assumption Agreement filed with the JEDD, a \$1000 assignment fee shall be due to the JEDD within 30 days after the complete execution of that Assumption Agreement.

**Section 9.10. Survival of Representations and Warranties.** All representations and warranties of the Parties in this Agreement shall survive the execution and delivery of this Agreement.

**Section 9.11 Declaration Regarding Material Assistance/Nonassistance To a Terrorist Organization.** Developer hereby warrants and represents that neither it nor any person, company, affiliated group or organization that holds, owns or otherwise has a controlling interest in Developer has provided material assistance to an organization listed on the U.S. Department of State Terrorist Exclusion List. Developer acknowledges receipt of a current version of the Terrorist Exclusion List, and Developer shall provide to the JEDD a fully completed and executed Declaration Regarding Material Assistance/Nonassistance to a Terrorist Organization.

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in their respective names by their duly authorized representatives, all as of the date first written above.

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

Attest: Angela Karr, Clerk

**In the Matter of**  
**Pickaway County Northern Industrial**  
**Area Community Reinvestment Area**  
**CTR Partners, LLC Tax Increment**  
**Financing Agreement Resolution:**

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

**Resolution No.: PC-100819-5**

**A RESOLUTION DECLARING THE IMPROVEMENT TO A CERTAIN PARCEL OF REAL PROPERTY TO BE A PUBLIC PURPOSE AND EXEMPT FROM TAXATION; REQUIRING THE OWNER OF THE PARCEL TO MAKE SERVICE PAYMENTS IN LIEU OF TAXES; APPROVING COMPENSATION AGREEMENTS WITH CTR PARTNERS, LLC AND EACH OF THE TEAYS VALLEY LOCAL SCHOOL DISTRICT AND THE EASTLAND- FAIRFIELD CAREER AND TECHNICAL SCHOOLS; SPECIFYING THE PUBLIC INFRASTRUCTURE IMPROVEMENTS TO BE MADE THAT DIRECTLY BENEFIT THE PARCEL; AND AUTHORIZING THE EXECUTION OF A TAX INCREMENT FINANCING AGREEMENT.**

**WHEREAS**, Sections 5709.77 through 5709.81 of the Ohio Revised Code (collectively, the "TIF Statutes") authorize a board of county commissioners, by resolution, to declare the improvement to each parcel of real property to be a public purpose and exempt from taxation, require the owner of each parcel to make service payments in lieu of taxes, establish a redevelopment tax equivalent fund for the deposit of those service payments to pay costs of constructing or repairing the public infrastructure improvements benefiting the parcels subject to that exemption from taxation, and specify public infrastructure improvements made or to be made or in the process of being made that directly benefit, or that once made will directly benefit, each parcel; and

**WHEREAS**, the parcel of real property identified and depicted in Exhibit A attached hereto (irrespective of whether as currently configured or subsequently divided and/or combined, the "Parcels") is located in Pickaway County, Ohio (the "County"), and the County has determined to declare the Improvement (as defined in Section 1 of this Resolution) to the Parcels to be a public purpose; and

**WHEREAS**, the CTR Partners, LLC, as owner of the Parcels, intends to make or cause to be made certain improvements to the Parcel; and

**WHEREAS**, the County has determined to provide for the construction of the public infrastructure improvements described in Exhibit B attached hereto (the "Public Infrastructure Improvements"), which, once made, will directly benefit the Parcels; and

**WHEREAS**, Teays Valley Local School District (the "School District"), the County and CTR Partners, LLC have negotiated the terms of a compensation agreement to be effective as of \_\_\_\_\_, 2019, and the Eastland-Fairfield Career and Technical Schools (the "Joint Vocational School District" or "JVSD"), the County and CTR Partners, LLC have negotiated the terms of a compensation agreement to be effective as of \_\_\_\_\_, 2019 (each a "Compensation Agreement," and together, the "Compensation Agreements"), each providing for compensation to the School District and JVSD for their loss of real property taxes during the period of the exemption from taxation granted in Section 1 of this Resolution (the "TIF Exemption"); and

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**WHEREAS**, a community reinvestment area (the "Northern Industrial CRA") was created on August 6, 2007, and the County and CTR Partners, LLC have entered into a Community Reinvestment Area Agreement as of \_\_\_\_\_, 2019, granting a real property tax exemption for fifteen (15) years on one hundred percent (100%) of the value of the structures of industrial facilities to be developed in the Northern Industrial CRA; and

**WHEREAS**, this Board has determined to provide for the execution and delivery of a Tax Increment Financing Agreement; and

**WHEREAS**, the Board of Education of the School District and the Board of Education of the JVSD have approved this Resolution, approved each party's respective Compensation Agreement, and waived their right to future notice as prescribed in Sections 5709.78 and 5709.83 of the Ohio Revised Code; and

**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of the County of Pickaway, State of Ohio, that:

Section 1. Authorization of Tax Exemption. This Board hereby finds and determines that one hundred percent (100%) of the increase in assessed value of the Parcel subsequent to the effective date of this Resolution (which increase in assessed value is hereinafter referred to as the "Improvement" as defined in Section 5709.77(D) of the Ohio Revised Code) is hereby declared to be a public purpose and shall be exempt from taxation for a period commencing with the first tax year that begins after the effective date of this Resolution and in which an Improvement due to the construction of a structure on that Parcel first appears on the tax list and duplicate of real and public utility property and ending on the earlier of (a) fifteen (15) years after such commencement or (b) the date on which the County can no longer require service payments in lieu of taxes, all in accordance with the requirements of the TIF Statutes. Notwithstanding any other provision of the TIF Agreement (as defined in Section 6 hereof) or this Resolution, the TIF Exemption granted pursuant to this Section 1 and the payment obligations established pursuant to Section 2 of this Resolution are subject and subordinate to the tax exemption applicable to the Improvement granted under the CRA Agreement pursuant to Sections 3735.65 through 3735.70 of the Ohio Revised Code.

Section 2. Service Payments and Parcels Tax Rollback Payments. Subject to any tax exemption applicable to the Improvement granted under the CRA Agreement pursuant to Sections 3735.65 through 3735.70 of the Ohio Revised Code, as provided in Section 5709.79 of the Ohio Revised Code, the current owner of the Parcel and then any future owner shall make service payments in lieu of taxes with respect to the Improvement allocable thereto to the Treasurer of Pickaway County, Ohio (the "County Treasurer") on or before the final dates for payment of real property taxes. Each service payment in lieu of taxes shall be charged and collected in the same manner and in the same amount as the real property taxes that would have been charged and payable against that Improvement if it were not exempt from taxation pursuant to Section I of this Resolution, including any penalties and interest (collectively, the "Service Payments"). The Service Payments, and any other payments with respect to each Improvement that are received by the County Treasurer in connection with the reduction required by Sections 319.302, 321.24, 323.152 and 323.156 of the Ohio Revised Code, as the same may be amended from time to time, or any successor provisions thereto as the same may be amended from time to time (the "Property Tax Rollback Payments"), shall be allocated and distributed in accordance with Section 4 of this Resolution.

Section 3. Compensation Agreements. Pursuant to Sections 5709.78 and 5709.82 of the Ohio Revised Code, this Board hereby approves the Compensation Agreements in the form on file with this Board and authorizes their execution by one or more representatives of this Board.

Section 4. Redevelopment Tax Equivalent Fund. Pursuant to and in accordance with the provisions of Section 5709.80 of the Ohio Revised Code, this Board hereby establishes the Airbase Road Tax Equivalent Fund (the "Fund"). The Fund will be maintained in the custody of the County and shall receive all distributions to be made to the County pursuant to Section 5 of this Resolution. Those Service Payments and Property Tax Rollback Payments received by the County with respect to the Improvement of the Parcel and so deposited pursuant to Section 5709.80 of the Ohio Revised Code and this Resolution shall be used solely for the purposes authorized in the TIF Statutes or this Resolution, including, but not limited to paying costs of the Public Infrastructure Improvements. The

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Fund shall remain in existence so long as such Service Payments and Property Tax Rollback Payments are collected and used in accordance with Section 5, after which time the Fund shall be dissolved and any surplus funds remaining therein transferred to the County's General Fund, all in accordance with Section 5709.80 of the Ohio Revised Code.

Section 5. Distribution of Service Payments and Property Tax Rollback Payments. Pursuant to the TIF Statutes, the County Treasurer is requested to distribute the Service Payments and the Property Tax Rollback Payments to the County for deposit into the Fund to be used to pay costs of the Public Infrastructure Improvements. All distributions required under this Section 5 are to be made at the same time and in the same manner as real property tax distributions.

Section 6. Public Infrastructure Improvements. This Board hereby designates the Public Infrastructure Improvements, and any other public infrastructure improvements hereafter designated by resolution, as public infrastructure improvements made or to be made that directly benefit the Parcels.

Section 7. Tax Increment Financing Agreement. The County shall enter into a Tax Increment Financing Agreement (the "TIF Agreement") in the customary form not inconsistent with this Resolution and not substantially adverse to the County, which TIF Agreement shall be approved by at least two of the County Commissioners, any and all of whom are hereby authorized, for and in the name of the County, to execute the TIF Agreement.

Section 8. Non-Discriminatory Hiring Policy. In accordance with Section 5709.823 of the Ohio Revised Code, this Board hereby determines that no employer located upon the Parcel shall deny any individual employment based solely on the basis of race, religion, sex, disability, color, national origin or ancestry.

Section 9. Further Authorizations. This Board hereby authorizes and directs any of the County Commissioners, the County Auditor, the Clerk of this Board or other appropriate officers of the County, to make such arrangements as are necessary and proper for collection of the Service Payments. This Board further hereby authorizes and directs any of the Commissioners, the County Auditor, the Clerk of this Board or other appropriate officers of the County to prepare and sign all agreements and instruments and to take any other actions as may be appropriate to implement this Resolution.

Section 10. Filings with Ohio Development Services Agency. Pursuant to Section 5709.78(1) of the Ohio Revised Code, the Clerk of this Board is hereby directed to deliver a copy of this Resolution to the Director of the Ohio Development Services Agency within fifteen (15) days after its effective date. Further, and on or before March 31 of each year that the Exemption set forth in this Resolution remains in effect, an authorized officer of the County shall prepare and submit to the Director of Development of the State of Ohio the status report required under Ohio Revised Code Section 5709.78(H).

Section 11. Tax Incentive Review Council. The Tax Incentive Review Council established by the Board shall review annually all exemptions from taxation resulting from the declarations set forth in this Resolution and any other such matters as may properly come before that Council, all in accordance with Section 5709.85 of the Ohio Revised Code.

Section 12. Open Meetings. This Board finds and determines that all formal actions of this Board and any of its committees concerning and relating to the adoption of this Resolution were taken in an open meeting of this Board or committees, and that all deliberations of this Board and any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law, including Section 121.22 of the Ohio Revised Code.

Section 13. Effective Date. This Resolution shall be in full force and effect immediately upon its adoption.

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

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Attest: Angela Karr, Clerk

**In the Matter of**  
**Adena Regional Hospital Introduction:**

Jeff Graham, Adena Regional Hospital CEO, and Ty McBee, Adena Regional Hospital VP of Strategy met with the Commissioners to introduce themselves and to reach out to Pickaway County. Adena Regional Hospital will be expanding urgent care services in Circleville by opening a 5,000 sq. ft. facility and are looking into other opportunities to expand services in Pickaway County. Commissioner Stewart expressed that the Commissioners are pleased with the outcome of the Ohio Health Berger merge and welcomed Adena Regional Hospital to Pickaway County to offer additional services. The urgent care facility is anticipated to open in February 2020.

**In the Matter of**  
**Auditors End of Month Report:**

Melissa Betz, Auditor met with the Commissioners to provide an end-of-month report for September 2019. IAS World informed Mrs. Betz and the Treasurer on Thursday that Butler County signed an agreement to start their process of conversion and that will bump Pickaway County to start the process the first or second quarter of 2020. Melissa spoke with Jason Uhrig, Uhrig and Associates and he provided an email from the past with Pat Webb that shed some light on the information needed for the Annual Audit. Mrs. Betz stated that the month ended with a balance of \$9,166,234.14. Mrs. Betz asked if the Commissioners would oppose to setting up a fund to transfer funds for House Bill 295 and JFS and the Commissioners agreed. In addition, the Mrs. Betz suggested to also set up a department under the general fund for the Fairgrounds expenses and the Commissioners suggested to wait and see if any other bills come in because the project is done and there should be no more bills incurred.

Mrs. Betz just received the public utility evaluation and they are up mainly due to AEP and Columbia Gas, which could mean an addition \$182,000 from last years figure. There was an agreement that was amended for the CRA and Commission Stewart clarified that it will be for new building and not existing. North Point is agreeing to values. Mrs. Betz thanked the Commissioners for their time.

**In the Matter of**  
**Weekly Dog Warden Report:**

The weekly report for the Wright Poling/Pickaway County Dog Shelter was filed for week ending October 5, 2019.

A total of \$569 was reported being collected as follows: \$100 in adoption fees; \$24 in boarding revenue; \$120 in dog licenses; \$45 in dog license late penalty; \$110 in private donations; \$50 in redemptions; and \$40 in transfer-out rescue.

Two (2) stray dogs were processed in; four (4) dogs were adopted.

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

Jay H. Wippel, President

Harold R. Henson, Vice President

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

Attest: Angela Karr, Clerk