

**TUESDAY, SEPTEMBER 27, 2022**  
**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, September 27, 2022, with the following members present: Mr. Jay H. Wippel, Mr. Harold R. Henson, and Mr. Gary K. Scherer. April Dengler, County Administrator, and Marc Rogols, Deputy County Administrator was also in attendance.

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

Commissioner Harold Henson offered the motion, seconded by Commissioner Gary Scherer, to approve the minutes from September 20, 2022, with corrections.

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

Attest: Angela Karr, Clerk

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

Commissioner Harold Henson offered the motion, seconded by Commissioner Gary Scherer, 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 September 28, 2022, 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 \$179,869.86 and \$994.15 on the County Treasurer to satisfy the same.

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

Attest: Angela Karr, Clerk

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

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

BE IT RESOLVED, that the County Auditor certifies that both at the time that the following contracts or orders were made and at the time that a certification (Section 5705.41) was completed, sufficient funds were available or in the process of collection, to the credit of a proper fund, properly appointed and free from any previous encumbrance. The Then and Now Certification has been found to be properly filed and their respective vouchers shall be cross-referenced to the approving pages dated September 28, 2022, in the Commissioners' Voucher Journal, the date in which checks will be cut; then,

BE IT FURTHER RESOLVED, that the Board of Pickaway County Commissioners, as Taxing Authority are authorizing the Auditor of Pickaway County, Ohio, to draw her warrant on this entry in the amount of \$172,599.52 on the County Treasurer to satisfy the same.

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

Attest: Angela Karr, Clerk

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**In the Matter of  
Appropriations Approved:**

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

- \$123,238.81 – 201.3012.5506 – ALGT On Behalf Projects – Engineer**
- \$2,500.00 – 101.1105.5703 – Contingencies – Board of Elections**
- \$5.68 – 213.2216.5301 – Assess. Drug Court Supplies – Juvenile Court**
- \$1,149.64 – 215.2215.5501 – Drug Court Equipment – Juvenile Court**
- \$4,310.55 – 228.2023.5102 – AmeriCorps Salaries – Juvenile Court**
- \$603.48 – 228.2023.5201 – AmeriCorps OPERS – Juvenile Court**
- \$62.50 – 228.2023.5202 – AmeriCorps Medicare – Juvenile Court**
- \$45.68 – 228.2023.5205 – AmeriCorps Worker’s Comp – Juvenile Court**
- \$1,195.51 – 258.1219.5301 – Family Stability Supplies – Juvenile Court/ Magistrate**
- \$4.47 – 259.1239.5301 – Juvenile Litter Supplies – Juvenile Court**
- \$19.90 – 221.2210.5301 – Parenting Wisely Supplies – Juvenile Court**
- \$5,000.00 – 297.5009.5301 – Supplies – Pickaway WORKS**
- \$4,000.00 – 297.5013.5301 – College Career Night Expenses – Pickaway WORKS**
- \$10,000.00 -225.2085.5401 – Alternative School Contract Services – Juvenile Court**

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

Attest: Angela Karr, Clerk

**In the Matter of  
Transfer and Reappropriations Approved:**

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

- \$66,722.44 – 201.3006.5506 – ALGT Contract Projects Labor – Engineer  
TO  
201.3012.5506 – ALGT On Behalf Projects – Engineer**
- \$44,144.94 – 201.3007.5506 – ALGT Contract Projects Bridge & Culverts – Engineer  
TO  
201.3012.5506 – ALGT On Behalf Projects – Engineer**
- \$40,000.00 – 101.2010.5203 – Insurance Road Patrol Sheriff – Sheriff  
TO  
101.2010.5212 – PERS LE Road Patrol Sheriff – Sheriff**
- \$30,000.00 – 101.2083.5496 – Medical Sheriff – Sheriff  
TO  
101.2083.5527 – Vehicle Sheriff – Sheriff**

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**\$2,500.00 – 101.1105.5703 – Contingencies – Board of Elections  
TO  
101.1140.5444 – Election Assistance – Board of Elections**

**\$8,000.00 – 201.3005.5501 – ALGT Office Equipment – Engineer  
TO  
ALGT Conference Training - Engineer**

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

Attest: Angela Karr, Clerk

**In the Matter of  
Change Line Item Name Approved:**

Commissioner Harold Henson offered the motion, seconded by Commissioner Gary Scherer, to approve the following requests to CHANGE LINE ITEM NAME:

**Old Name: 225.2085.5401 – Contracts – DYS Residential Treatment- Juvenile Court  
TO**

**New Name: 225.2085.5401 – Alternative School Contract Services – Juvenile Court**

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

Attest: Angela Karr, Clerk

**In the Matter of  
Report Provided by Tim McGinnis:**

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

- **Planning Commission:** October 11<sup>th</sup> Agenda
  - Gabriel Estate Section II – Final Plat, only leaves approximately 60 feet of road frontage for the remaining acreage. Will require Pickaway Township variance.
  - Walliser Farms II – Replat of lots 8 and 9. Landowner is transferring acreage from these two lots to the acreage he owns behind the subdivision.
- **Outstanding Plats:**
  - Sketch plan for the extension of the Columbus City Sewer south from Ashville Pike, down to the Healy property, which is controlled by VanTrust on State Route 762. Yet to receive a formal submittal.
- **Pumpkin Run II, Section II** – Pickaway Township, Zane Trail Road, adding three 2 acre lots. Requires township variance on remaining road frontage (238 feet available, need 300 feet) and the soils need reevaluated per the Health Department's requirements.
- **Lot Splits:** Mr. McGinnis approved 4 lot splits in the last week, 8 open applications currently.
- **CDBG:** New Holland Neighborhood Revitalization and Critical Infrastructure Change Order Request: Increase the contract price by \$45,457.47 for the removal of an existing residential concrete back wall and replacement of said wall.

**In the Matter of  
Community Development Block Grant  
PY20 Village of New Holland Neighborhood  
Revitalization and Critical Infrastructure Project  
Change Order No. 2 with CAP-Stone Associates, Inc.:**

Commissioner Gary Scherer offered the motion, seconded by Commissioner Harold Henson, to approve Change Order No. 2 with CAP-Stone Associates, Inc for the CDBG PY20 Village of New Holland

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Neighborhood Revitalization and Critical Infrastructure Project. The contract price shall increase by \$45,457.47 making the new contract amount \$996,228.79.

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

Attest: Angela Karr, Clerk

**In the Matter of**  
**Report Provided by Robert Adkins:**

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

- Mr. Adkins is working with Veeam to upgrade the SO Host servers
- Mr. Adkins is working with Mark on the build out of BOE network
- Mark to be on site tomorrow to work at SO and finalize configuration here at county network
- Mr. Adkins met with IPS to be to do a walk through at the Fairgrounds planning to move IPS server from J Building to Heritage Hall and Install camera at SO.
- Installed outside AP at DS.
- Mr. Adkins is working on Cybersecurity Plan and IR for BOE

**In the Matter of**  
**Spectrum Business**  
**State of Ohio Service Quotation:**

Commissioner Gary Scherer offered the motion, seconded by Commissioner Harold Henson, to approve and authorize Robert Adkins, IT Director to enter in to the State of Ohio Services Quotation with Spectrum Business. Spectrum Business shall provide 1gbps of bandwidth at 207 S. Scioto Street, Circleville, at the rate of \$1,100 a month for 60 months.

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

Attest: Angela Karr, Clerk

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

The following is a summary of the report provided by Marc Rogols for the Dog Shelter.

- Outside pavilion is complete
- The Transit Van that was ordered is now in at the dealer.
- The Dog Shelter is closed this week due to cleaning the facility to prevent the spread of Parvo.

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

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

- There were no BWC claims, and one unemployment claim filed this week. The unemployment claim was a fraudulent and all fraud forms filed objecting to claim.
- Mr. Rogols reported that there are no auctions pending on Govdeals.
- Health Insurance update.
- Mr. Rogols reported that one new hire packet was sent out this week for the Health Department. Sixty-three new hire packets year -to-date for all departments.

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- No applications received for the full-time Custodial position. Mr. Rogols will meet with custodial personnel this Thursday and every two weeks thereafter. Mr. Rogols has Maintenance continuing the capital improvements. Mr. Rogols met with Pine Valley yesterday to review pending projects. Pine Valley will be re-submitting quotes.
- Mr. Rogols emailed Von Cremeans regarding meeting with Commissioners to discuss maintenance and IT issues. No response received yet.
- The Circleville Sewer Contract is still in progress. Mr. Rogols is meeting with the City Wednesday, September 28<sup>th</sup> at 9:00 a.m.
- The last Pumpkin Show Board meeting before the Pumpkin Show was Wednesday, September 21<sup>st</sup> to finalize preparations. Linda Ballou, 30 plus year Queen Trustee passed away yesterday.
- Kidsapolooza Event last Saturday, September 24<sup>th</sup> at the Pumpkin Show Park turned out to have good weather and a great event.
- IPS is to submit a quote for the courthouse cameras for the library. Gary requested Mr. Rogols to be added to the courthouse security meetings.

**In the Matter of**  
**Report Provided by Gary Cameron:**

The following is a summary of the report provided by Gary Cameron, EMA Director.

- This week meeting with Scioto Solar Farm representatives, debriefing for OCU incident, servicing of Scioto Fire radios and shipping PPE Supply from PDI building.
- Next Week Box 65 meeting and Police chief meeting
- General Information
  - Contact with CSX Railway and property owner regarding homeless camps. Waiting for agent authorization form from landowner.
  - Frontier proposal switching to fiber received – waiting for updated proposal
  - Submitted Homeland Security grant application to purchase PPE for law enforcement.
  - Working with PCSO on fire run cards – continuing.
  - Continued reports of cyber-crime/hacking forwarded to IT
- EMA Projects
  - Developing a law enforcement mutual aid pact for consideration county-wide. Waiting for response from Sheriff and City Safety Director.
  - Continued effort to train first responders in ICS and NIMS. Scheduling for October and December through the State EMA.
  - EMA inventory audit – slow progress. Reorganization of EOC garage underway. Scheduling date/time to deliver unwanted PPE supply to Central Ohio Trauma System.
- Issues requiring Commissioners Support/Notification: None

**In the Matter of**  
**County Vehicle Title for the**  
**Pickaway County Sheriff's Office:**

Commissioner Gary Scherer offered the motion, seconded by Commissioner Harold Henson, to approve and authorize Commissioner Jay Wippel to execute the title to the 2009 Ford Explorer received from Commercial Point. The vehicle will be donated to Pickaway-Ross Career and Technology Center to utilize in their Law and Safety Program. The vehicle shall be donated as-is and PRCTC will responsible for all repairs and upkeep of the vehicle as they take over ownership.

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

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**In the Matter of**  
**2022 Pickaway County and Township Resurfacing Project**  
**Contract C, Change Order No. 1 with**  
**The Shelly Company for the Pickaway County Engineer:**

Commissioner Harold Henson offered the motion, seconded by Commissioner Gary Scherer, to approve Change Order No. 1 for the 2022 Pickaway County and Township Resurfacing Project, Contract C. Contractor, The Shelly Company had increase in quantity therefore, requesting a change order for \$2,562.30.

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

Attest: Angela Karr, Clerk

**In the Matter of**  
**Haven House's request to Use**  
**Courthouse for Silent Victims March:**

The Commissioners reviewed the request from Lisa Johnson, Haven House to utilize the courthouse steps for the purpose of gathering for the Silent Victims March on October 3, 2022.

Commissioner Harold Henson offered the motion, seconded by Commissioner Gary Scherer, to approve the written request from Lisa Johnson, Haven House to utilize the courthouse steps for the purpose of gathering for the Silent Victims March on October 3, 2022, and authorize Commissioner Jay Wippel to sign the Agreement for Use of Property.

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

Attest: Angela Karr, Clerk

**In the Matter of**  
**Executive Session:**

At 10:04 a.m., Commissioner Gary Scherer offered the motion, seconded by Commissioner Harold Henson, to enter into Executive Session pursuant to ORC §121.22 (G) (1) to consider the appointment, employment, dismissal, discipline, promotion, demotion, or compensation, etc., of a public employee with April Dengler, County Administrator, Marc Rogols, County Deputy Administrator, Angela Karr, Clerk, Kelly Babcock, Clemans Nelson & Associates, Sheriff Hafey and Chief Brown in attendance.

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

Attest: Angela Karr, Clerk

At 10:14 a.m., the Commissioners exited Executive Session and Commissioner Harold Henson offered the motion, seconded by Commissioner Gary Scherer, to resume Regular Session.

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

Attest: Angela Karr, Clerk

No Action taken.

**In the Matter of**  
**Report Provided by Sheriff Hafey:**

The following is a summary of the report provided by Sheriff Hafey.

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- Sheriff Hafey reported a chase took place that originated as a Walmart theft.

**In the Matter of  
Approval of Sheriff's Cruiser  
Quote from Jim Shorkey Auto Group:**

Commissioner Gary Scherer offered the motion, seconded by Commissioner Harold Henson, to approve the quote received from Jim Shorkey Auto Group for the 2022 Ford Police Utility in the amount of \$37,333.00. The 2022 Ford Explorer is the replacement to the vehicle totaled in a collision with a deer.

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

Attest: Angela Karr, Clerk

**In the Matter of  
Report Provided by April Dengler:**

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

- Ms. Dengler discussed information she had gathered on a piece of property and parking lot.
- Ms. Dengler sent out budget worksheets with a return date of November 5<sup>th</sup>.
- Ms. Dengler provided updated plans from MS Consultants for the Agricultural and Event Center Phase II project.
- Tony Chamberlain contact Ms. Dengler regarding the upcoming solar hearings. Information from Matt Prichard, McNees Wallace & Nurick, LLC was received regarding solar.

**In the Matter of  
National Domestic Violence Awareness Month:**

During business conducted while in session, Commissioner Harold Henson offered the motion, seconded by Commissioner Gary Scherer, to adopt the following Resolution:

**Resolution No. PC-092722-75**

**WHEREAS**, domestic violence is a serious crime that affects people of all races, ages, income levels, sexes; and,

**WHEREAS**, the crime of domestic violence violates an individual's privacy, dignity, security, and humanity, due to the systematic use of physical, emotional, sexual, psychological, and economic control or abuse, and

**WHEREAS**, children who grow up in violent homes are believed to be abused and neglected at a rate higher than the national average, and

**WHEREAS**, domestic violence costs the nation billions of dollars annually in medical expenses, police, and court costs, shelters, foster care, sick leave, absenteeism, and non-productivity, and

**WHEREAS**, only a coordinated community effort will put a stop to this heinous crime; then,

**THEREFORE BE IT RESOLVED** that we, the Pickaway County Commissioners, urges all citizens to join staff and administration of Haven House of Pickaway County for the Annual Silent Victims Rally on October 3, 2022; and recognize:

**October as  
National Domestic Violence Awareness Month  
in  
Pickaway County, Ohio**

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

Attest: Angela Karr, Clerk

**In the Matter of**  
**Prosecutor's Office Relocation:**

Judy Wolford, Pickaway County Prosecutor, met with the Commissioners to have further discussions regarding relocating the Prosecutor's Office. Local downtown space has come available that can be tailored to being offices. The Commissioners will schedule to tour a few potential locations in the near future.

**In the Matter of**  
**Health Department Relocation:**

Adam Negley, Health Department, Ty Ankrom, Education Service Center and Johnathan Davis, Pickaway-Ross Career Technology Center, Kelly Brehm, Pickaway WIC met with the Commissioners to discuss property located on Mound Street. Mr. Negley stated that the Health Department has maximized their space in the Service Center and continues to grow. They have learned that the Mound Street School property is for sale and is currently housed by Pickaway-Ross and Career Technology Center. PRCTC would like to continue to utilize the property and Mr. Negley was looking at a way to use the space as a Community Center, for Pathways and WIC and to rent a part of the building to PRCTC to continue to utilize for classrooms. The current price is \$200,000 over a 5-year spread. Mr. Negley stated that the rent from WIC and Pathways would be revenue toward the purchase price. Currently 40-50 students are being served through Pathways in Pickaway County and there are many partnerships through their program. Commissioner Wippel asked about remodel needs and Mr. Negley discussed the cost and what will be needed to renovate the building from a school to office layout. Mr. Davis explained that by law they are allowed to sell to another government entity before listing the property for sale. A current status report of the building has been performed. The building will need a new roof and HVAC upgrades. Classrooms can be modified for exam rooms, meeting rooms and clinics. The building does still have a gymnasium and could be used for clinical fairs and events.

There are currently 624 clients utilizing WIC and the building would be a location for easy access for their clients. Mr. Davis has students that could perform the renovations by creating partnerships with PRCTC programs. Mr. Scherer addressed that Mr. Negley will be meeting with engineers tomorrow and recommended that asbestos to be discussed. Commissioner Scherer asked if the Health Department was looking to purchase the building and Mr. Negley expressed that they are not looking to own property but working with the county to offer as a community space and house the Health Department. The building is approximately 24,000 sq ft. and would provide spacing for all the parties here today. The Health Department currently utilizes 4,400 sq ft. at the Service Center.

**In the Matter of**  
**Executive Session:**

At 10:39 a.m., Commissioner Gary Scherer offered the motion, seconded by Commissioner Harold Henson, to enter into Executive Session pursuant to ORC §121.22 (G) (1) to consider the appointment, employment, dismissal, discipline, promotion, demotion, or compensation, etc., of a public employee with April Dengler, County Administrator and Marc Rogols, County Deputy Administrator in attendance.

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

Attest: Angela Karr, Clerk

At 11:00 a.m., the Commissioners exited Executive Session and Commissioner Harold Henson offered the motion, seconded by Commissioner Gary Scherer, to resume Regular Session.

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



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No Action taken.

**In the Matter of**  
**Executive Session:**

At 1:31 p.m., Commissioner Gary Scherer offered the motion, seconded by Commissioner Harold Henson, to enter into Executive Session pursuant to ORC §121.22 (G) (8) to consider confidential information related to the marketing plans, specific business strategy, production techniques, trade secrets, or personal financial statements of an applicant for economic development assistance, or to negotiations with other political subdivisions respecting requests for economic development assistance, with Ryan Scriber, P3, Trey Fausnaugh and Kyle Wolfe, Teays Valley School District, Thaddeus Boggs, Frost Brown & Todd, Nate Green and Dave Robinson, Montrose Group, Matt Gaskin, NorthPoint, April Dengler, County Administrator, Marc Rogols, Deputy County Administrator, Angela Karr, Clerk and Tim McGinnis, Planning and Development in attendance.

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

Attest: \_\_\_\_\_  
Angela Karr, Clerk

At 2:00 a.m., the Commissioners exited Executive Session and Commissioner Gary Scherer offered the motion, seconded by Commissioner Harold Henson, to resume Regular Session.

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

Attest: \_\_\_\_\_  
Angela Karr, Clerk

**In the Matter of**  
**Resolution Approving a Community Reinvestment Area Agreement**  
**For a Building Project Under the Pickaway County Northern Industrial**  
**Area Community Reinvestment Area Agreement:**

Commissioner Gary Scherer offered the motion, seconded by Commissioner Harold Henson, to adopt the following Resolution subject to **provision to requirement of language to use the Port Authority:**

**Resolution No. PC-092722-76**

RESOLUTION APPROVING A CRA AGREEMENT FOR A BUILDING PROJECT UNDER THE  
PICKAWAY COUNTY NORTHERN INDUSTRIAL COMMUNITY REINVESTMENT AREA  
AGREEMENT. THE FOLLOWING RESOLUTION IS APPROVED TO FORM WITH  
COMMISSIONERS SIGNATURES TO FOLLOW ALL OTHER PARTIES REQUIRED SIGNATURES

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

This COMMUNITY REINVESTMENT AREA AGREEMENT (this “Agreement”) is made and entered into as of this 27<sup>th</sup> day of September, 2022 (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 NORTHPOINT DEVELOPMENT LLC, a Missouri limited liability company (“Developer”).

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**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 7,250 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**, Developer is under contract and expects to purchase approximately 160.5 acres of land located within the Northern Industrial CRA and depicted on “Exhibit A-I “ attached hereto (the “Madison Township Land”), on which Developer intends to construct, or have constructed, a series of commercial and 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**, Developer may convey or lease parcels of land constituting portions of the Madison Township Land (each a “Parcel”) to one or more future owners or lessees (each an “Owner”) for the construction, ownership and leasing of the Buildings to be constructed thereon; 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**, Developer has submitted to the County a proposed agreement application (the “Agreement Application”); and

**WHEREAS**, Developer 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 Developer 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 Board of Education of the School District and the JVSD 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. Good Faith Estimates of Project Costs. The estimated total cost of the construction of the Project is expected to be at least \$120,000,000. The commencement of construction of the Project is scheduled to begin in 2023, but in any event Project completion is expected to occur by December 31, 2037. The assumptions and estimates provided in this Section 1 are good faith estimates provided by Developer 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 Owners are identified and development occurs. As of the Effective Date, Developer does not have machinery, equipment, furniture, fixtures or inventory at the Project. No machinery, equipment, furniture, fixtures or inventory of Developer is held at another location in the State to be relocated to the Project.

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Section 2. Good Faith Estimates of Project Job Creation. Developer currently estimates there will be created at the Project by the year 2036 approximately 400 full-time equivalent permanent employees, with a total new payroll of approximately \$15,000,000 upon full build-out of the Project. As of the Effective Date, Developer has zero (0) full-time equivalent permanent employees at the Project. Therefore, no employee positions are expected to be retained by Developer due to construction of the Project. The estimates provided in this Section 2 are good faith estimates provided pursuant to Section 3735.671 (B) of the Ohio Revised Code and shall not be construed in a manner that would limit the amount or term of the tax exemption provided in this Agreement. The parties to this Agreement recognize that the employment and payroll estimates associated with the Project may increase or decrease significantly and that all employees at the Project will be hired by Owners or their respective lessees, in any case not by Developer (unless Developer becomes an Owner of a Building). 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 Owners are identified and development occurs.

Section 3. Obligations for Tax Incentive Council. Each Owner shall provide or cause to be provided to the applicable tax incentive review council ("Council") any information reasonably necessary for the applicable 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 the applicable Council. Upon the request of the applicable Council each Owner shall provide the applicable Council any information reasonably 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 2037 (tax payment year 2038) nor extend beyond tax year 2051 (i.e., tax payment year 2052). 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 January 1, 2034 without the prior written consent of Developer except as set forth in Section 8.

Section 8. Events of Default and Remedies.

A. Any one or more of the following constitutes an "Event of Default" under this Agreement:

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- (i) Developer, any Owner or the County fails to perform or observe any material obligation punctually and as due under this Agreement, provided that if a Force Majeure (as such term is defined below) event causes the failure, Developer, any Owner or the County may receive an additional period of time as is reasonably necessary to perform or observe the material obligation in light of the event if it notifies the other of the potential event and the extent of the delay promptly after becoming aware of the event;
- (ii) Developer, any Owner or the County makes a representation or warranty in this Agreement that is materially false or misleading at the time it is made;
- (iii) Developer or any Owner files a petition for the appointment of a receiver or a trustee with respect to it or any of its property;
- (iv) Developer or any Owner makes a general assignment for the benefit of creditors;
- (v) A court enters an order for relief pursuant to any Chapter of Title 11 of the U.S. Code, as the same may be amended from time to time, with Developer or any Owner as debtor; or;
- (vi) Developer or any Owner files an insolvency proceeding with respect to itself or any proceeding with respect to itself for compromise, adjustment or other relief under the laws of any country or state relating to the relief of debtors;

As used in this Section, "Force Majeure" means any event that is not within the control of a party or its affiliates, employees, contractors, subcontractors or material suppliers that delays performance of any obligation under this Agreement including, but not limited to, the following acts: 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 orders or restraints of any kind of the government of the United States or of the State (and in the case of a Force Majeure claim by a Developer, any Owner, the County or any departments, agencies, political subdivisions or officials that are not in response to a violation of law or regulations.

B. **General Right to Cure.** In the event of any Event of Default in or breach of this Agreement, or any of its terms or conditions, by any party hereto, the defaulting party will, upon written notice from the other, proceed, as soon as reasonably possible, to cure or remedy such Event of Default or breach, and, in any event, within thirty (30) days after receipt of such notice. In the event such Event of 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 defaulting party will 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.

C. **Remedies.** If a defaulting party fails to cure any Event of Default pursuant to paragraph (B) of this Section, a party may institute such proceedings against the defaulting party as may be necessary or desirable in its opinion to cure and remedy such default or breach. Such remedies include, but are not limited to: (i) instituting proceedings to compel specific performance by the defaulting party, (ii) suspending or terminating the obligations of the non-defaulting party under this Agreement, provided the aggrieved party must provide thirty (30) days notice of any termination to the defaulting party and provided further that the aggrieved party must rescind the termination notice and not terminate the Agreement if the defaulting party cures all Events of Default within a reasonable time thereafter, and (iii) any other rights and remedies available at law, in equity or otherwise to collect all amounts then becoming due or to enforce the performance of any obligation under this Agreement. The obligations of the County may be enforced to the extent permitted by law by mandamus or any suit or proceeding in law or equity. The successful party in a proceeding to cure or remedy a default or breach of this Agreement, or in defending such action against the other party shall be reimbursed for all costs and attorneys' fees incurred by the successful party from the unsuccessful party.

If Developer or any Owner of a Building fails to materially 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 Developer's or 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.

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Section 9. Tax Certification. Developer hereby certifies for itself that at the time this Agreement is executed, that it does 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 Developer is liable under Chapter 5733, 5735, 5739, 5741, 5743, 5747, or 5753 of the Ohio Revised Code, or, if such delinquent taxes are owed, Developer is 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 Developer. 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. Developer affirmatively covenants that it does not owe: (1) any delinquent taxes to the State or a political subdivision of the State; (2) any moneys to the State or a state agency for the administration or enforcement of any environmental laws of the State; and (3) any other moneys to the State, a state agency or a political subdivision of the State that are past due, whether or not the amounts owed are being contested in a court of law.

Section 11. Legislative Approval Required. Developer 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, Developer is committing Developer and each Owner to following non-discriminating hiring practices with respect to its ownership and operation of its Buildings 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. Developer 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 Developer has knowingly made a false statement to the State or a local political subdivision to obtain the Community Reinvestment Area incentives, Developer 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) 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. Assignment. This Agreement and the benefits and obligations hereof are not assignable without the approval of the County; provided, however, that the County agrees not to withhold its approval of such assignment so long as any assignee files with the County an assumption agreement substantially in the form attached hereto as "Exhibit B" (each an "Assumption Agreement"), wherein such 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 assignee. For each Assumption Agreement filed with the County, a \$1,000 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 Developer also agree that the County will approve and create a 100% 30-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 during the term of this Agreement, as the assessed value of each Building is subject to a tax exemption under Section 4

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of this Agreement for the entire 15-year period. All service payments received from the increase in the assessed value of each Parcel of the Madison Township Land under the TIF will be paid by the County to Developer or an Owner to pay or reimburse costs of public infrastructure improvements 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. Pursuant to Section 3735.671(D) of the Revised Code, for each tax year for which an exemption is provided pursuant to this Agreement, each Owner shall pay to the County an annual fee equal to \$2,500 payable by March 1 of the tax payment year that is attributable to the tax year of the exemption (e.g., if an exemption is provided for tax year 2023, the payment will be due by March 1, 2024). 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 in writing by the Pickaway County Board of Commissioners, an annual fee equal to \$5,000 payable by March 1 of the tax payment year that is attributable to the tax year of the exemption (e.g., if an exemption is provided for tax year 2023, the payment will be due by March 1, 2024).

Section 18. Notices. Except as otherwise specifically set forth in this Agreement, all notices, demands, requests, consents or approvals given, required or permitted to be given hereunder must be in writing and will 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 has previously notified the sender of in writing, and will be deemed received upon actual receipt, unless sent by certified mail, in which event such notice will be deemed to have been received when the return receipt is signed or refused. The parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, certificates, requests or other communications must be sent. The present addresses of the parties follow:

To the Developer:	NorthPoint Development, LLC 3315 N Oak Trafficway Kansas City, MO 64116 Attn: Brent Miles
With a Copy To:	Montrose Law Firm, LLC 100 E. Broad St., Suite 2320 Columbus, OH 43215 Attn: David J. Robinson
To the County:	Pickaway County Planning & Development 139 W. Franklin St. Circleville, OH 43113 Attn: Tim McGinnis, Director
With a Copy to:	[To be provided]

Section 19. 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.

Section 20. Estoppel Certificate. Within thirty (30) days after a request from Developer or any Owner, the County will execute and deliver to Developer or the applicable Owner or any proposed purchaser, mortgagee or lessee of that Parcel or Building, a certificate stating that, with respect to that Parcel or Building, if the same is true: (i) this Agreement is in full force and effect; (ii) the requesting Developer or Owner is not in default under any of the terms, covenants or conditions of this Agreement, or, if that Developer or Owner is in default, specifying same; and (iii) such other matters as that Developer or Owner reasonably requests.

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

Attest: Angela Karr, Clerk

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**In the Matter of  
Resolution Declaring a Property Exempt from Taxation and  
Requiring Payment in Lieu of Taxes and Approving Compensation  
Agreement with Coyne Real Estate LLC, Teays Valley School District and  
Eastland -Fairfield Career and Technology School and Authorizing the  
Execution of a Tax Increment Financing Agreement:**

Commissioner Gary Scherer offered the motion, seconded by Commissioner Harold Henson, to adopt the following Resolution subject to **provision to requirement of language to use the Port Authority**:

**Resolution No. PC-092722-77**

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 COYNE REAL ESTATE 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.

**TAX INCREMENT FINANCING AGREEMENT**

This Tax Increment Financing Agreement (this "Agreement") is made and entered into as of September 27, 2022 by and between the COUNTY OF PICKAWAY, OHIO ("County"), a county duly organized and validly existing under the Constitution and the laws of the State of Ohio (the "State"), and NORTHPOINT DEVELOPMENT, LLC, a Missouri limited liability company (the "Developer"):

**WITNESSETH:**

**WHEREAS**, the Developer has acquired certain real property situated in the Madison Township, a depiction of which is attached hereto as Exhibit A (the "Project Area") and incorporated herein by reference, with each parcel of real property within the Project Area referred to herein as a "Parcel" (whether as presently appearing on the county tax duplicate or as subdivided or combined and appearing on future tax duplicates); and

**WHEREAS**, in order to successfully develop the Parcels, it is necessary to construct or to cause to be constructed certain public infrastructure improvements as described in Exhibit B attached hereto (the "Public Infrastructure Improvements"), which the County and Developer agree will directly benefit the Parcels; and

**WHEREAS**, in connection with the development of the Parcels, the County has granted exemptions from real property taxes for 100% of the assessed value of new structures constructed on the Parcels for a period of 15 years, and for 100% of the assessed value of remodeling such structures for a period of 15 years, all pursuant to the community reinvestment area agreement by and between the County and the Developer (the "CRA Agreement"); and

**WHEREAS**, the County, by its Resolution No. PC-092722-77 passed September 27, 2022 (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 (each such increase hereinafter referred to as an "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 for each Parcel the earlier of the first day of (i) the tax year in which there is an Improvement with respect to the Parcel (as it may be subdivided or combined in connection with the acquisition of the Parcel by the Developer or its affiliates or otherwise) of at least \$175,000 (i.e., an increase in true value of \$500,000), or (ii) tax year 2041, and ending on the earlier of (a) thirty (30) 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 Sections 5709.77 5709.78 and 5709.79 of the Ohio Revised Code and the TIF Resolution (the "TIF Exemption"); and

**WHEREAS**, the County and the Developer intend for the CRA Agreement exemptions to take priority over the TIF Resolution exemptions; and

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**WHEREAS**, the County has determined that it is necessary and appropriate and in the best interest of the County to provide for the owner of each Parcel (together with the Developer as the initial owner of the Parcels within the Project Area, but only during such ownership by the Developer, each an “Owner” and collectively the “Owners”) to make annual service payments in lieu of taxes with respect to any Improvement allocable thereto (collectively for all Parcels, the “Service Payments”) to the Pickaway County Treasurer (the “County Treasurer”), which Service Payments will be (i) distributed, in part, to the Teays Valley Local School District (the “Local School District”) and the Eastland-Fairfield Career & Technical Center (the “Joint Vocational School District,” together with the Local School District, the “School Districts”) in amounts equal to the real property taxes that the School Districts would have received if the Improvements had not been exempted from real property taxation pursuant to the TIF Resolution, (ii) used to fully reimburse the Developer or any Owner of a Parcel for costs of the Public Infrastructure Improvements, plus interest thereon, and (iii) used for such other purposes as may be authorized by law, all pursuant to and in accordance with Sections 5709.77, 5709.78 and 5709.79 of the Ohio Revised Code (collectively, the “TIF Statutes”) and the TIF Resolution and this Agreement; and.

**WHEREAS**, the County Commissioners in the TIF Resolution approved the terms of this Agreement and authorized its execution on behalf of the County; and

**WHEREAS**, the parties desire to enter into this Agreement on the terms and conditions hereinafter set forth to provide for the collection of and disbursement of the Service Payments and to facilitate the construction of the Public Infrastructure Improvements, which will directly benefit the Project Area;

**NOW, THEREFORE**, in consideration of the premises and covenants contained herein and to induce the Developer or any Owner of a Parcel to proceed with the construction of the Public Infrastructure Improvements, the County agrees, and the Developer, as the initial Owner, agrees for itself and each successive Owner, as follows:

Section 1. TIF Exemption and Agreements Related Thereto.

- A. In connection with the construction of the Public Infrastructure Improvements, the County, through the TIF Resolution, has granted, among other things, with respect to the Improvements, a one hundred percent (100%) exemption from real property taxation, commencing for each Parcel the earlier of the first day of (i) the tax year in which there is an Improvement with respect to the Parcel (as it may be subdivided or combined in connection with the acquisition of the Parcel by the Developer or otherwise) of at least \$35,000 (i.e., an increase in the true value of \$100,000), or (ii) tax year 2041, and ending on the earlier of (a) thirty (30) 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 TIF Statutes and the TIF Resolution.
- B. The County shall perform such acts as are reasonably necessary or appropriate to (i) preserve and maintain the exemptions under the CRA Agreement as exemptions having priority over exemptions established pursuant to the TIF Resolution, and (ii) effect, claim, reserve, and maintain the exemptions from real property taxation granted under the TIF Resolution and this Agreement, including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with such exemptions.

Section 2. Obligation to Make Service Payments.

- A. Service Payments. The Developer, as the initial Owner, agrees for itself and each successive Owner, to make the Service Payments due during its period of ownership of each Parcel, 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 the County Treasurer’s designated agent for collection of the Service Payments) on or before the final dates for payment of real property taxes for the Parcels, until the 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, will be in the same amount as the real property taxes that would have been charged and payable against the Improvement to that Parcel if it were not exempt from taxation pursuant to the TIF Exemption, including any penalties and interest. The Owners will not, under any circumstances, be required (i) for any tax year to pay both real property taxes and (ii) Service Payments



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with respect to any portion of the Improvement to a Parcel, whether pursuant to Section 5709.79 of the Ohio Revised Code or this Agreement and to make Service Payments as to any portion of an Improvement for any period the Improvement or any portion thereof is subject to a CRA Exemption. The County agrees, and the Developer, as the initial Owner, agrees for itself and each successive Owner, that the Coyne Public Improvement Tax Increment Equivalent Fund referred to in Section 3 of the TIF Resolution (the "TIF Fund") will receive all Service Payments made with respect to the Improvement to each Parcel that are payable to the County. 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 to the Improvements under Sections 3735.65 through 3735.70 of the Ohio Revised Code.

**B. Priority of Lien.** The Developer, as the initial Owner acknowledges, for itself and any and all future Owners, that the provisions of Section 5709.91 of the Ohio Revised Code, which specify that the Service Payments for each Parcel 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 and any Improvements thereon.

**Section 3. Establishment of a TIF Fund by the County; Distribution of Funds.** The County agrees that it shall establish the TIF Fund as a depository fund to be held in the custody of the County for the sole purpose of receiving the Service Payments made from the Owners to the County Treasurer and payable to the County. Upon distribution of the Service Payments to the County (after compensation amounts have been paid to the School Districts as set forth in Section 5 of this Agreement or otherwise required by law), those Service Payments shall be deposited to the TIF Fund. Amounts on deposit in the TIF Fund shall be used by the County to reimburse the Developer or any Owner of a Parcel that has executed an Assignment and Assumption Agreement pursuant to Section 13 hereof for costs of the Public Infrastructure Improvements in the manner and amounts described and permitted herein.

**Section 4. Exemption Applications, Maintenance, and Notice.** In accordance with Ohio Revised Code Sections 5715.27 and 5709.911, the Developer or any Owner of a Parcel or the County, at the Developer's or such Owner's request, shall file or cause to be filed an application prepared by the Developer for an exemption from real property taxation (DTE Form 24 or its successor form) with the Pickaway County Auditor (the "County Auditor") for the Improvements. The Developer or any Owner of a Parcel and the County agree to cooperate with each other for this purpose, and to cooperate with the County Auditor, the Ohio Department of Taxation and other public officials and governmental agencies in the performance by the public officials and governmental agencies of their duties in connection with the TIF Resolution and this Agreement.

**Section 5. Payments to School Districts.** As provided in the TIF Resolution or as otherwise required by law, the School Districts shall receive from the Service Payments, and prior to the deposit of any of those Service Payments into the TIF Fund, an amount equal to the amount that the School Districts would otherwise have received as real property tax payments derived from the Improvements to the Parcels if the Improvements had not been exempt from taxation.

**Section 6. Reimbursements to Developer or any Owner of a Parcel from TIF Fund.** The County shall use the Service Payments in the TIF Fund to reimburse the Developer or any Owner of a Parcel that has executed an Assignment and Assumption Agreement pursuant to Section 13 hereof for the cost to the Developer or such Owner of constructing the Public Infrastructure Improvements (with the costs collectively referred to herein as the "Costs"). The Costs include but are not necessarily limited to: (i) cash paid for construction of the Public Infrastructure Improvements; (ii) interest on cash paid by the Developer or any Owner of a Parcel at the Interest Rate as defined and set forth below; (iii) review and inspection fees incurred in connection with the construction of the Public Infrastructure Improvements; (iv) professional fees; (v) any and all fees and direct or indirect costs incurred in connection with the Developer or any Owner of a Parcel obtaining and maintaining a letter of credit or depositing funds into escrow related to the construction of the Public Infrastructure Improvements, whether incurred by the Developer or any Owner of a Parcel or by one or more other parties on behalf of the Developer or any such Owner, including, but not limited to, any and all costs, fees or other charges attributable to the Developer's or such Owner's reimbursement of the letter of credit provider for any draws against the letter of credit or escrow account and any and all costs, fees or other charge relating thereto; and (vi) construction management and supervisory costs and fees.

From time to time after commencement of construction of the Public Infrastructure Improvements, the Developer or any Owner of a Parcel shall provide a certified statement to the County setting forth and providing reasonable evidence concerning Costs of the Public Infrastructure Improvements (each a

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“Certified Statement”, and collectively, the “Certified Statements”). Upon receipt of each Certified Statement, the County shall review the costs evidenced in the Certified Statement to determine whether each of the costs constitutes Costs of Public Infrastructure Improvements eligible to be reimbursed out of the TIF Fund in accordance with this Agreement; provided, however, that any costs certified to the County. Within fifteen (15) business days of the County’s receipt of each Certified Statement, the County shall certify to the Developer or such Owner the portion of the Costs evidenced in the Certified Statement which has been approved by the County for reimbursement out of the TIF Fund pursuant to this Agreement. In the event that the County shall fail to certify such approved portion of the Costs within fifteen (15) days of its receipt of a Certified Statement (as required under this Agreement), the County shall be deemed to have certified 100% of the Costs evidence in the Certified Statement as having been approved by the County for reimbursement out of the TIF Fund pursuant to this Agreement.

Interest on the unpaid portion of the Costs will accrue at the Interest Rate from the date on which the County certifies to the Developer or any Owner of a Parcel the portion of the Costs evidenced in the Certified Statement which has been approved by the County for reimbursement out of the TIF Fund pursuant to this Agreement; provided, that if the County shall fail to certify such approved portion of the Costs within fifteen (15) days of its receipt of a Certified Statement (as required under this Agreement) interest shall accrue from the date which is fifteen (15) days following the County’s receipt of a Certified Statement. As used in this Agreement, “Interest Rate” means the following six and zero hundredths percent (6.00%) per annum. Interest shall be calculated on the basis of a 360-day year consisting of twelve 30-day months.

For purposes of this Agreement, “costs” of the Public Infrastructure Improvements includable in the Costs include costs of any “public infrastructure improvements” as defined in Section 5709.40 of the Ohio Revised Code that directly benefit any Parcel of the Property, whether or not described in Exhibit B hereto, that are incurred by the Developer or any Owner of a Parcel. The Developer has estimated those costs to be \$7,000,000, which is the reimbursable amount from the TIF fund.

All payments to the Developer or any Owner of a Parcel hereunder on each Payment Date must be made pursuant to written instructions provided by the Developer or such Owner.

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. Neither the Developer nor any Owner shall 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 Costs and accrued interest.

Section 7. Representations of the Parties. The Developer hereby represents that it has full power and authority to enter into this Agreement and carry out its terms. The County hereby represents that the TIF Resolution was passed by the Commissioners on September 27, 2022, and remains in full force and effect, that this Agreement is authorized by the TIF Resolution, and that the County has full power and authority to enter into this Agreement, to carry out its terms and to perform its obligations hereunder and thereunder. The County further represents and warrants that it shall not take action which would result in a reduction in the period of the TIF Exemption, the percentage of the TIF Exemption, or the amount of Service Payments to be received and made available to pay the Costs of the Public Infrastructure Improvements unless such action shall be permitted by law and not inconsistent with the County’s obligations under this Agreement.

Section 8. Provision of Information. The Developer, as the initial Owner, agrees for itself and each successive Owner to (i) cooperate in all reasonable ways with, and provide necessary and reasonable information to, the designated tax incentive review council to enable that tax incentive review council to review and determine annually during the term of this Agreement the compliance of the Owners with the terms of this Agreement; and (ii) to cooperate in all reasonable ways with, and provide necessary and reasonable information to the County to enable the County to submit the status report required by Section 5709.78(H) of the Ohio Revised Code to the Director of the Ohio Department of Development on or before March 31 of each year.

Section 9. Nondiscriminatory Hiring Policy. The Developer, as the initial Owner, agrees for itself and each successive Owner to comply with the County’s nondiscriminatory hiring policy adopted pursuant to Ohio Revised Code Section 5709.832 to ensure that recipients of tax exemptions practice nondiscriminatory hiring in their operations. The County will provide a copy of that policy and any updates to that policy to the Developer and each Owner. In furtherance of that policy, the Developer agrees for itself and each successive

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Owner that they will not deny any individual employment solely on the basis of race, religion, sex, disability, color, national origin or ancestry.

Section 10. Prevailing Wage. The Developer, as the initial Owner, agrees for itself and each successive Owner, and the County acknowledges, that the construction of Public Infrastructure Improvements owned or to be owned by the County or another “public authority” (as defined in Section 4115.03(A) of the Ohio Revised Code) are subject to the prevailing wage requirements of Ohio Revised Code Chapter 4115, and all wages paid to laborers and mechanics employed to construct the Public Infrastructure Improvements must 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 must be determined in accordance with the requirements of that Chapter 4115. The County and each Owner have or will comply, and each Owner has or will require compliance by all contractors working on any Public Infrastructure Improvements owned or to be owned by the County or another public authority, with all applicable requirements of that Chapter 4115, including, without limitation, (i) obtaining the determination required by that Chapter 4115 of the prevailing rates of wages to be paid for all classes of work called for by the Public Infrastructure Improvements, (ii) obtaining the designation of a prevailing wage coordinator for the Public Infrastructure Improvements, and (iii) insuring that all subcontractors receive notification of changes in prevailing wage rates as required by that Chapter 4115.

Section 11. Estoppel Certificate. Within thirty (30) days after a request from the Developer or any Owner of a Parcel, the County will execute and deliver to the Developer or that Owner or any proposed purchaser, mortgagee or lessee of that Parcel, a certificate stating that, with respect to that Parcel, if the same is true: (i) this Agreement is in full force and effect; (ii) the requesting Developer or Owner is not in default under any of the terms, covenants or conditions of this Agreement, or, if the Developer or that Owner is in default, specifying same; and (iii) such other matters as the Developer or that Owner reasonably requests.

Section 12. Notices. Except as otherwise specifically set forth in this Agreement, all notices, demands, requests, consents or approvals given, required or permitted to be given hereunder must be in writing and will 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 has previously notified the sender of in writing, and will be deemed received upon actual receipt, unless sent by certified mail, in which event such notice will be deemed to have been received when the return receipt is signed or refused. The parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, certificates, requests or other communications must be sent. The present addresses of the parties follow:

To the Developer: NorthPoint Development, LL  
3315 N Oak Trafficway  
Kansas City, MO 64116  
Attn: Brent Miles

With a Copy To: Montrose Law Firm, LLC  
100 E. Broad St., Suite 2320  
Columbus, OH 43215

Attn: David J. Robinson

To the County: Pickaway County Planning & Development  
139 W. Franklin St.  
Circleville, OH 43113  
Attn: Tim McGinnis, Director

With a Copy to: [To be provided]

Section 13. Successors; Assignment; Amendments; County Consents. Each Owner’s obligations under this Agreement, including, without limitation, its obligation to make Service Payments with respect to each Parcel it owns, are absolute and unconditional covenants running with the land and are enforceable by the County, regardless of whether the benefits and obligations of this Agreement are assigned to such Owner pursuant to the next succeeding paragraph. Each Owner further agrees that all covenants herein, including, without limitation, its obligation to make Service Payments, whether or not these covenants are included by any Owner of any Parcel in any deed or instrument of conveyance to that Owner’s successors and assigns,

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are binding upon each subsequent owner and are enforceable by the County. Any future Owner of any Parcel, or any successors or assigns of such Owner, will be treated as an Owner for all purposes of this Agreement. Nothing in this Agreement prevents an Owner from transferring any or all of its interest in the Parcels to another person or entity.

This Agreement and the benefits and obligations thereof are assignable by the Developer or any Owner without the approval of the County. Notwithstanding the foregoing, as a condition to the right of an Assignee (defined below) to receive reimbursement for Costs as set forth in this Agreement, each full or partial assignee of this Agreement and the benefits and obligations thereof (an "Assignee") shall execute and deliver to the County an Assignment and Assumption Agreement in substantially the form attached hereto as Exhibit C (each, an "Assignment and Assumption Agreement"), wherein such Assignee (i) assumes the obligations of the Developer under this Agreement with respect to the Transferred Property (as defined in Exhibit C) (whether the Assignee receives the Transferred Property directly from the Developer or a Successor (as defined in Exhibit C)), and (ii) certifies to the validity, as to the Assignee, of the representations contained herein and in the Assignment and Assumption Agreement. Upon the receipt by the County of such Assignment and Assumption Agreement, the County shall acknowledge and consent to the Assignment and Assumption Agreement, and as to the assigned benefits and the Transferred Property the Assignee shall have all entitlements and rights, and obligations, as an "Owner" under this Agreement, in the same manner and with like effect as if the Assignee had been the original Developer and a signatory to this Agreement. The County agrees that, within fifteen (15) days following the receipt of an Assignment and Assumption Agreement signed by an Assignee pursuant to this Section 13, the County will sign that Assignment and Assumption Agreement and return the executed Assignment and Assumption Agreement to or at the direction of the Assignee.

Section 14. Extent of Covenants; No Personal Liability. All covenants, stipulations, obligations, and agreements of the parties contained in this Agreement are effective and enforceable to the extent authorized and permitted by applicable law. The obligations of the County may be enforced to the extent permitted by law by mandamus or any suit or proceeding in law or equity. No such covenant, stipulation, obligation, or agreement will be deemed a covenant, stipulation, obligation or agreement of any present or future member, officer, agent or employee of any of the parties hereto in their individual capacity, and neither the members of the County Council nor any County official executing this Agreement, or any individual person executing this Agreement on behalf of the Developer, will be liable personally by reason of the covenants, stipulations, obligations or agreements of the County or the Developer contained in this Agreement. The obligation to perform and observe the agreements contained herein on the part of the Developer shall be binding and enforceable by the County against the Developer with respect to (and only to) the Developer's interest in its portion of the Parcels and the Improvements, or any parts thereof or any interest therein.

Section 15. Events of Default and Remedies.

A. Any one or more of the following constitutes an "Event of Default" under this Agreement:

- (i) The Developer, any Owner or the County fails to perform or observe any material obligation punctually and as due under this Agreement, provided that if a Force Majeure (as such term is defined below) event causes the failure, the Developer, any Owner or County may receive an additional period of time as is reasonably necessary to perform or observe the material obligation in light of the event if it notifies the other of the potential event and the extent of the delay promptly after becoming aware of the event;
- (ii) The Developer, any Owner or the County makes a representation or warranty in this Agreement that is materially false or misleading at the time it is made;
- (iii) The Developer or any Owner files a petition for the appointment of a receiver or a trustee with respect to it or any of its property;
- (iv) The Developer or any Owner makes a general assignment for the benefit of creditors;
- (v) A court enters an order for relief pursuant to any Chapter of Title 11 of the U.S. Code, as the same may be amended from time to time, with the Developer or any Owner as debtor; or
- (vi) The Developer or any Owner files an insolvency proceeding with respect to itself or any proceeding with respect to itself for compromise, adjustment or other relief under the laws of any country or state relating to the relief of debtors;

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As used in this Section, "Force Majeure" means any event that is not within the control of a party or its affiliates, employees, contractors, subcontractors or material suppliers that delays performance of any obligation under this Agreement including, but not limited to, the following acts: 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 orders or restraints of any kind of the government of the United States or of the State (and in the case of a Force Majeure claim by a Developer, any Owner, the County or any departments, agencies, political subdivisions or officials that are not in response to a violation of law or regulations.

B. General Right to Cure. In the event of any Event of Default in or breach of this Agreement, or any of its terms or conditions, by any party hereto, the defaulting party will, upon written notice from the other, proceed, as soon as reasonably possible, to cure or remedy such Event of Default or breach, and, in any event, within thirty (30) days after receipt of such notice. In the event such Event of 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 defaulting party will 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.

C. Remedies. If a defaulting party fails to cure any Event of Default pursuant to paragraph (B) of this Section, a party may institute such proceedings against the defaulting party as may be necessary or desirable in its opinion to cure and remedy such default or breach. Such remedies include, but are not limited to: (i) instituting proceedings to compel specific performance by the defaulting party, (ii) suspending or terminating the obligations of the non-defaulting party under this Agreement, provided the aggrieved party must provide thirty (30) days' notice of any termination to the defaulting party and provided further that the aggrieved party must rescind the termination notice and not terminate the Agreement if the defaulting party cures all Events of Default within a reasonable time thereafter, and (iii) any other rights and remedies available at law, in equity or otherwise to collect all amounts then becoming due or to enforce the performance of any obligation under this Agreement. The obligations of the County may be enforced to the extent permitted by law by mandamus or any suit or proceeding in law or equity. The successful party in a proceeding to cure or remedy a default or breach of this Agreement, or in defending such action against the other party shall be reimbursed for all costs and attorneys' fees incurred by the successful party from the unsuccessful party.

D. If an Event of Default occurs with respect to the Developer or any Owner, the remedies of the County pursuant to paragraph (C) shall be limited to the Developer or such Owner with respect to which such Event of Default has occurred and such Event of Default shall have no effect on the rights and benefits of the Developer (if it is not the defaulting party) or any other Owner under this Agreement.

Section 16. Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable, said provision will be fully severable. This Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement and the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there will be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible that is and will be legal, valid and enforceable.

Section 17. Separate Counterparts; Captions. This Agreement may be executed by the parties hereto in one or more counterparts or duplicate signature pages, each of which when so executed and delivered will be an original, with the same force and effect as if all required signatures were contained in a single original instrument. Any one or more of such counterparts or duplicate signature pages may be removed from any one or more original copies of this Agreement and annexed to other counterparts or duplicate signature pages to form a completely executed original instrument. Captions have been provided herein for the convenience of the reader and shall not affect the construction of this Agreement.

Section 18. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the matters covered herein and supersedes prior agreements and understandings between the parties

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Section 19. Governing Law and Choice of Forum. This Agreement will be governed by and construed in accordance with the laws of the State of Ohio. All claims, counterclaims, disputes, and other matters in question among the County, its employees, contractors, subcontractors, and agents, the Developer or any Owner of a Parcel, or their respective employees, contractors, subcontractors, and agents arising out of or relating to this Agreement or its breach will be decided in a court of competent jurisdiction within the County of Pickaway, State of Ohio.

Section 20. Additional Documents. The County, the Developer, any Owner and their respective successors, assigns and transferees agree to execute any further agreements, documents, or instruments as may be reasonably necessary to fully effectuate the purpose and intent of this Agreement.

Section 21. Recordation. No later than fifteen (15) days following the execution of this Agreement by each of the Developer and the County, the Developer will cause this Agreement, or a memorandum thereof, to be recorded in the Pickaway County, Ohio real property records on each Parcel of the Property. During the term of this Agreement, each Owner will cause all instruments of conveyance of interests in all or any portion of any Parcel to subsequent mortgagees, successors, lessees, assigns, or other transferees to be made expressly subject to this Agreement; provided, however, that any failure by any Owner to make any such instrument of conveyance expressly subject to this Agreement shall not affect the unconditional and binding nature of this Agreement on each such subsequent mortgagee, successor, lessee, or assign.

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

Attest: Angela Karr, Clerk

**In the Matter of  
Executive Session:**

At 2:06 p.m., Commissioner Harold Henson offered the motion, seconded by Commissioner Gary Scherer to enter into Executive Session pursuant to ORC §121.22 (G) (8) to consider confidential information related to the marketing plans, specific business strategy, production techniques, trade secrets, or personal financial statements of an applicant for economic development assistance, or to negotiations with other political subdivisions respecting requests for economic development assistance, with Ryan Scriber, P3, Thaddeus Boggs, Frost Brown & Todd, April Dengler, County Administrator, Marc Rogols, Deputy County Administrator and Angela Karr, Clerk in attendance.

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

Attest: Angela Karr, Clerk

At 2:00 a.m., the Commissioners exited Executive Session and Commissioner Gary Scherer offered the motion, seconded by Commissioner Harold Henson, to resume Regular Session.

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

Attest: Angela Karr, Clerk

No action taken.

**In the Matter of  
Introduction of Dr. Ron Smith, Ohio Christian University:**

Ryan Scribner and Jenna Wood, Pickaway Progress Partners met with the Commissioner to introduce Dr. Ron Smith, President of Ohio Christian University. Dr. Smith was born in Eastern Ohio and his father moved his family to New Jersey at the age of 5 years old. He settled in Kentucky and retired at the age of

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67. He was asked to come out of retirement to become president of Ohio Christian University. He has not seen any other Christian College that is more poised than OCU. Mr. Smith asked what ways they could run programs to fortify the community that houses his campus.

Mr. Scribner addressed connecting with OCU in an agricultural way, such as with their programs. It would align with what our community is known for. Dr. Smith see money becoming available within the next five years to be utilized for agricultural programs. The programs could tailor to be a 5-year program that would be 3 years at OCU and the last two potentially at OSU to complete a degree. Dr. Smith looks forward to working with the Commissioners in the future.

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

The weekly report for the Wright Poling/Pickaway County Dog Shelter was filed for week ending September 24, 2022.

A total of \$520 was reported being collected as follows: \$120 in dog licenses; \$60 in dog license late penalty; \$40 in owner turn-in; \$200 in adoptions and \$50 in redemption fees.

Seven (7) stray dogs were processed in; four (4) dogs were adopted.

With there being no further business brought before the Board, Commissioner Scherer offered the motion, seconded by Commissioner Henson, to adjourn.

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

Jay H. Wippel, President

Harold R. Henson, Vice President

Gary K. Scherer, Commissioner  
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Attest: Angela Karr, Clerk