

TUESDAY, APRIL 29, 2025
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

The Pickaway County Board of Commissioners met in Regular Session in their office located at 139 West Franklin Street, Circleville, Ohio, on Tuesday, April 29, 2025, with the following members present: Mr. Jay H. Wippel, Mr. Harold R. Henson and Mr. Gary K. Scherer. April Metzger, County Administrator, was also in attendance.

**In the Matter of
Executive Session:**

At 9:00 a.m., Commissioner Harold Henson offered the motion, seconded by Commissioner Gary Scherer to enter into Executive Session pursuant to ORC §121.22 (G) (3) pending or imminent court actions; with Jayme Fountain, Prosecutor, April Metzger, County Administrator, Marc Rogols, County Deputy Administrator, Robert Adkins, IT Director 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

- Robert Adkins left the session at 9:10 a.m.

At 9:38 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
Minutes Approved:**

Commissioner Gary Scherer offered the motion, seconded by Commissioner Harold Henson, to approve the minutes from April 22, 2025, with corrections.

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

Attest: Angela Karr, Clerk

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

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

BE IT RESOLVED, that the bills have been found to be properly filed, and their respective vouchers shall be cross-referenced to the approving pages dated April 29, 2025, in the Commissioners' Voucher Journal, the date in which checks will be cut; then,

BE IT FURTHER RESOLVED, that the Board of Pickaway County Commissioners orders the Auditor of Pickaway County, Ohio, to draw his warrant on this entry in the amount of \$901,707.49 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

**TUESDAY, APRIL 29, 2025
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO**

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

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

BE IT RESOLVED, that the County Auditor certifies that both at the time that the following contracts or orders were made and at the time that a certification (Section 5705.41) was completed, sufficient funds were available or in the process of collection, to the credit of a proper fund, properly appointed and free from any previous encumbrance. The Then and Now Certification has been found to be properly filed, and their respective vouchers shall be cross-referenced to the approving pages dated April 29, 2025, in the Commissioners' Voucher Journal, the date in which checks will be cut; then,

BE IT FURTHER RESOLVED, that the Board of Pickaway County Commissioners, as Taxing Authority are authorizing the Auditor of Pickaway County, Ohio, to draw his warrant on this entry in the amount of **\$64,688.85** 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
Appropriations Approved:**

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

\$800.00 – 232.1155.5102 – Treasurer DTAC Salary – Treasurer

\$112.00 – 232.1155.5201 – Treasurer DTAC PERS – Treasurer

\$6.50 – 232.1155.5202 – Treasurer DTAC Medicare - Treasurer

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

Attest: Angela Karr, Clerk

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

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

\$7,305,894.95 – Auditor

**TUESDAY, APRIL 29, 2025
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO**

Please make the following transfers from the March 2025 tax year 2024 Real Estate Settlement

	Transfer From	Amount	Transfer To
General	626.6031.5884	\$3,584,340.62	101.0000.4101
Auditor's Fees	626.6031.5890	\$123,455.67	101.0000.4201
Treasurer's Fees	626.6031.5891	\$165,710.66	101.0000.4206
REA Fees	626.6031.5883	\$470,346.50	260.0000.4221
Election Expense	626.6031.5884	\$3,327.67	101.0000.4251
Advertise Delinq Tax	626.6031.5901	\$6,365.88	101.0000.4253
Board of Health	626.6031.5881	\$295,163.99	605.0000.4221
PCB/DD	626.6031.5882	\$1,923,423.54	241.0000.4101
Pickaway County Park	626.6031.5826	\$476,293.14	639.0000.4101
DRETAC Prosecutor	626.6031.5887	\$67,640.53	233.0000.4221
DRETAC Treasurer	626.6031.5886	\$67,640.53	232.0000.4221
County Wide Sewer	626.6031.5888	\$5,559.85	501.0000.4101
Darby Sewer - 11060	626.6031.5880	\$18,511.91	503.0000.4101
11000 Double Creeks Storm Water	626.6031.5799	\$175.00	943.0000.4601
11010 Brasket Ditch	626.6031.5868	\$864.12	282.0000.4601
11030 Hughes Lateral #1	626.6031.5852	\$1,995.35	265.0000.4601
11040 Hughes Main	626.6031.5853	\$6,087.44	264.0000.4601
11070 Greenbriar Ditch	626.6031.5864	\$0.00	279.0000.4601
11080 Fulks Moore Wolford	626.6031.5854	\$1,050.65	267.0000.4601
11100 Grove Run	626.6031.5855	\$3,526.20	270.0000.4601
11110 Wolfe Run Ditch	626.6031.5872	\$939.98	271.0000.4601
11120 Johnson-Metzger-Ewing	626.6031.5856	\$2,917.19	272.0000.4601
11140 Mud Run Lateral	626.6031.5857	\$3,987.77	274.0000.4601
11150 Blue Anderson	626.6031.5858	\$2,422.34	273.0000.4601
11190 Congo Lateral	626.6031.5859	\$2,766.19	275.0000.4601
11200 Autie Howard	626.6031.5860	\$1,675.62	276.0000.4601
11220 Hughes Lateral #3	626.6031.5861	\$247.20	268.0000.4601
11230 Dry Run	626.6031.5863	\$3,583.18	269.0000.4601
11240 Greenbriar Ditch Ext 1	626.6031.5864	\$7,550.85	285.0000.4601
11241 Greenbriar Ditch Extension	626.6031.5874	\$0.00	279.0000.4601
11242 Greenbriar Ext	626.6031.5874	\$4,900.82	279.0000.4601
11250 Bulen Maint/Bulen Lat	626.6031.5865	\$2,052.39	266.0000.4601
11260 Hughes Upper (Lat #2)	626.6031.5862	\$3,500.78	277.0000.4601
11270 Burkirk-Upper	626.6031.5869	\$15,505.53	278.0000.4601
11280 Wilson Group	626.6031.5870	\$873.43	263.0000.4601
11290 Cooks Group Open	626.6031.5871	\$887.65	281.0000.4601
11300 Delinq Derby Sewer	626.6031.5901	\$19,873.80	505.0000.4101
11310 George's Run	626.6031.5867	\$0.00	262.0000.4601
11320 Writsel Group Maint	626.6031.5873	\$11.01	284.0000.4601
11340 Springwater Run	626.6031.5897	\$0.00	286.0000.4601
11350 Wampler Hills Storm	626.6031.5898	\$1,030.55	287.0000.4601
11330 Northwood Park	626.6031.5899	\$0.00	311.0000.4101
11360 Brill Group Ditch	626.6031.5879	\$0.00	289.0000.4601
11370 PC Acres Storm Water	626.6031.5800	\$0.00	283.0000.4601
11380/31240 Orient delinq sewer	626.6031.5837	\$4,715.33	506.0000.4101
11400 Clarks Run Term Ditch Note	626.6031.5805	\$0.00	316.0000.4101
11410 Clarks Run Maintenance	626.6031.5802	\$340.99	280.0000.4601
11520 DS Drainage Note	626.6031.5810	\$0.00	318.0000.4601
11530 DS Drainage Maintenance	626.6031.5804	\$0.00	914.0000.4601
11540 Rhoads Ditch Maintenance	626.6031.5806	\$1,881.53	942.0000.4601
11550 Rhoads Ditch Note	626.6031.5803	\$0.00	319.0000.4601
31600 Bd of Health Permit Fees	626.6031.5881	\$2,751.57	618.0000.4357
		\$7,305,894.95	

TUESDAY, APRIL 29, 2025
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

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
Cash Advance Approved:

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

\$1,280.00 – 953.2099.5801 – Advances Back HSGP Grant – Sheriff
TO
101.0000.4910 – Advance In General Fund - Sheriff

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

Attest: Angela Karr, Clerk

In the Matter of
Report Provided by Tiffany Nash:

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

- Approvals
 - Radio Programming Laptop Purchase and certificates
- This Week
 - Mass Radio Programming Begins
 - Fair Planning Meeting – 4/28
 - Sheriff's Office Exercise Planning Meeting – 4/29
 - Madison County LEPC Exercise – 4/30 (Tiff Evaluating)
 - COTS / EMA Meeting – 5/1
 - Ohio 911 Meeting to discuss E911 Transition – 5/1
 - 911 Coordinator Meeting – 5/1
- Next Week
 - PARR on site to Install Radios (3 weeks) – 5/5
 - PORT Meeting – 5/7
 - Berger Exercise – 5/8
- Programs
 - EMA Operations
 - 911 Coordinator
 - Meeting with Ohio 911 Wednesday to find out where out county stands and what actions are needed to go live for E911
 - LEPC – No updates
 - Radio Programming
 - Mass radio programming started 4/28 for mobiles and new radios
 - Ran into some bumps with encryption and radio IDs that are being worked out, but have slowed us down considerably
 - Most of the Engineer's radios are in
 - CERT
 - Having conversations with the Fair Board and other stakeholders regarding the Fair and CERT's involvement

In the Matter of
Report Provided by Robert Adkins:

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

TUESDAY, APRIL 29, 2025
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

- IDNetworks is ready for our testing of their new JMS.
- Callisto is setting up Virtual Fax for Dr. Seth Yates
- Working with Mark to get access needed at the SO.
- Ordered a handful of YubiKeys to test 2-factor login at the desktop for SO and County.
- Call with Mark Tuck to get a quote for fusion of Fiber between Data Center and SO at the EOC junction.

In the Matter of
Report Provided by Preston Schumacker:

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

- Mr. Schumacker reported that they are housing 17 dogs. There was 1 visitor to the shelter last week and 5 volunteers.

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: May 13th
 - Upcoming Subdivision(s)
 - Rickenbacker Platting
 - Platting Variance Request
 - Darby Township Zoning Amendment
- Outstanding Plats:
 - Graham Ravines Sketch Plan
- Lot Splits:
 - Approved 4 lot splits in the last week, 15 open applications currently.
- CDBG
 - Bid Opening – Ashville CI
 - CDBG Procurement Hearing

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 no unemployment claims filed for the week. There are two total BWC claims for 2025. Total unemployment claims filed are at zero for 2025.
- Casualty Insurance: Civil litigation claim filed with CORSA.
- Three new hire packets were sent out last week (Soil & Water and Developmental Disabilities). A total of 32 new hire packets have been handed out in 2025. Job openings for part-time and full-time Custodial (three applications received and interviews pending), Auditor's Office Weights and Measure Inspector posted last week (status unknown). P3 Administrative Assistant newly posted, applications received. Dog Shelter Deputy Dog Warden posted with 4 interviews this week. Clerk of Courts Deputy Clerk (Legal division) posted. Building Department Permit Technician posted and 2 interviews this week.
- Building Department: Expansion meeting with IPS regarding security system last Wednesday, April 23rd. Basic system quote pending, lenel already in place.
- Maintenance:
 - The renovation of the Clerk of Courts: Awaiting front counter from Pine Valley.
 - Judge Chafin's Office and courtroom updates: Mr. Rogols met with Judge Chafin April 28th. Painting Judges chambers (internal) week of May 12th due to judge in training all week. Deanna's office to follow. Lighting in courtroom obtaining quotes.
 - JFS elevator replacement (2025 capital improvement) projected in May.
 - Memorial Hall chair lift replacement (2025 capital improvement) July-August.
 - Accurate Maintenance Agreement expired. Updating.
- Cintas Contracts for Maintenance and Dog Shelter present.

TUESDAY, APRIL 29, 2025
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

In the Matter of
Resolution Adopted Authorizing the
Transfer of Accumulated Vacation Credits for Jacqueline Cooper:

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

Resolution No.: PC-042925-28

WHEREAS, effective May 5, 2025, Pickaway County employee, Jacqueline Cooper, will end her employment with the Pickaway County Treasurer's Office and effective May 5, 2025, will begin her employment with the Pickaway County Engineer; and,

WHEREAS, both Pickaway County Treasurer's Office and Pickaway County Engineer operating expenses are paid from Special Revenue; then,

THEREFORE BE IT RESOLVED, that with both Appointing Authorities being Pickaway County officials, the Pickaway County Board of Commissioners hereby grants permission for Jacqueline Cooper's accumulated vacation credits to be transferred from the Pickaway County Treasurer to the Pickaway County 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
Temporary Liquor Permit Application
For Pickaway Co. Agricultural Society:

Commissioner Harold Henson offered the motion, seconded by Commissioner Gary Scherer, to approve and authorize Commissioner Jay Wippel to sign the Temporary Permit Application with the Ohio Department of Commerce, Division of Liquor Control for Pickaway County Ag Society. The request is for an event to be held at the Pickaway Agricultural and Event Center, 415 Lancaster Pike, Circleville, from May 30, 2025, to June 1, 2025.

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

Attest: Angela Karr, Clerk

In the Matter of
Authorization of Renew DLT Solutions, LLC
Contract for AutoCAD Yearly Subscription
For the Pickaway County Engineer Department:

Anthony Neff, Deputy County Engineer, requested authorization to renew their AutoCAD yearly subscription with DLT Solutions LLC for the Engineer's Department. Upon review, Commissioner Gary Scherer offered the motion, seconded by Commissioner Harold Henson, to approve and authorize the County Engineer to renew the yearly subscription with DLT Solutions, LLC for AutoCAD for the Engineer Department at the cost of \$3,233.85 effective July 29, 2025 through July 25, 2026.

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

Attest: Angela Karr, Clerk

TUESDAY, APRIL 29, 2025
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

In the Matter of
Engineer's Recommendation to Award the
PIC-CR-VAR-PM-FY2025 PID: 113551 Pavement Marking
To The Aero-Mark Company LLC:

In reference to the bid opening held April 22, 2025, for the project referred to as 2025 Pavement Marking Project, PIC-CR-VAR-PM-FY2025, PID 113551, it is the recommendation of the Pickaway County Engineering Department to award the bid to The Aer-Mark Company, LLC, 500 Lena Dr., Aurora, Ohio 44202 in the amount of \$333,000.00. Commissioner Gary Scherer offered the motion, seconded by Commissioner Harold Henson, to award the bid to The Aero-Mark Company, LLC for the 2025 Pavement Marking Project, PIC-CR-VAR-PM-FY2025, PID 113551.

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

Attest: Angela Karr, Clerk

In the Matter of
Contract Award for Project Referred to as the
2025 Pickaway County and Township Resurfacing Program Bid A
For Pickaway County Engineer Department:

In reference to the bid opening conducted on April 22, 2025, referred to as 2025 Pickaway County and Township Resurfacing Program – Bid A and upon the written recommendation of Anthony Neff, Pickaway County Deputy Engineer, Commissioner Gary Scherer offered the motion, seconded by Commissioner Harold Henson, to award to the contract to Kokosing Construction Company Inc., 6235 Westerville Road, Ohio 43081, in the amount of \$1,944,011.42.

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
Engineer's Contract with Kokosing Construction Company, Inc.
for the 2025 County and Township. Resurfacing Project, Bid A:

In reference to the bid awarded to the Kokosing Construction Company Inc. for the referenced project 2025 County and Township Resurfacing Project, Bid A Commissioner Gary Scherer offered the motion, seconded by Commissioner Harold Henson, to enter into contract with Kokosing Construction Company Inc. for the 2025 County and Township Resurfacing Project, Bid A in the amount of \$1,944,011.42.

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
Engineer's Contract Addendum with Kokosing Construction Company Inc.
for the 2025 County and Township Resurfacing Project, Bid A:

In reference to the bid awarded to the Kokosing Construction Company Inc. for the referenced project 2025 County and Township Resurfacing Project, Bid A Commissioner Gary Scherer offered the motion, seconded by Commissioner Harold Henson, to approve the contract addendum with Kokosing Construction Company Inc. for the 2025 County and Township Resurfacing Project, Bid A in the amount of \$1,944,011.42.

TUESDAY, APRIL 29, 2025
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

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

Attest: Angela Karr, Clerk

In the Matter of
Contract Award for Project Referred to as the
2025 Pickaway County and Township Resurfacing Program Bid C
For Pickaway County Engineer Department:

In reference to the bid opening conducted on April 22, 2025, referred to as 2025 Pickaway County and Township Resurfacing Program – Bid C and upon the written recommendation of Anthony Neff, Pickaway County Deputy Engineer, Commissioner Gary Scherer offered the motion, seconded by Commissioner Harold Henson, to award to the contract to The Shelly Company, 80 Park Drive, Thornville, Ohio 43076-9397, in the amount of \$338,961.85.

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
Engineer's Contract with The Shelly Company.
for the 2025 County and Township. Resurfacing Project, Bid C:

In reference to the bid awarded to the Shelly Company for the referenced project 2025 County and Township Resurfacing Project, Bid C Commissioner Gary Scherer offered the motion, seconded by Commissioner Harold Henson, to enter into contract with the Shelly Company for the 2025 County and Township Resurfacing Project, Bid \C in the amount of \$338,961.85.

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
Engineer's Contract Addendum with The Shelly Company
for the 2025 County and Township Resurfacing Project, Bid C:

In reference to the bid awarded to The Shelly Company. for the referenced project 2025 County and Township Resurfacing Project, Bid C Commissioner Gary Scherer offered the motion, seconded by Commissioner Harold Henson, to approve the contract addendum with The Shelly Company for the 2025 County and Township Resurfacing Project, Bid C in the amount of \$338,961.85.

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

Attest: Angela Karr, Clerk

In the Matter of
County Administrator Report:

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

- Mrs. Metzger discussed the passing of levy for Pickaway Township Fire Department and a celebration being held on May 12th at 10:00 a.m. Joe Bethel would like the Commissioners to attend.

TUESDAY, APRIL 29, 2025
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

- Fairgrounds Fundraising Committee meeting update.
- Ag Hall of Fame meeting with John Essman update.

In the Matter of
Report Provided by Sheriff Hafey:

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

- Sheriff Hafey reported that the AC units are still being worked on.
- Sheriff Hafey provided one of the new radios for the Commissioners to see from the new purchase.
- Deputy Brown is working on getting new cruiser pricing.

In the Matter of
Cintas Uniform Rental Service Agreement for the
Pickaway County Dog Shelter:

Commissioner Harold Henson offered the motion, seconded by Commissioner Gary Scherer, to approve the Cintas Uniform Rental Service Agreement for uniform rental for the Pickaway County Dog Shelter employees. Contract term for 36 months effective April 29, 2025.

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

Attest: Angela Karr, Clerk

In the Matter of
Cintas Uniform Rental Service Agreement for the
Pickaway County Maintenance Department:

Commissioner Harold Henson offered the motion, seconded by Commissioner Gary Scherer, to approve the Cintas Uniform Rental Service Agreement for uniform rental for the Pickaway County Maintenance Department. Contract term for 60 months effective April 29, 2025.

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

Attest: Angela Karr, Clerk

In the Matter of
Insight Quote for EMA Radio Programming:

Commissioner Gary Scherer offered the motion, seconded by Commissioner Harold Henson, to approve the quote from Insight for Dell Pro 14 Rugged Ultra 5 for EMA radio programming laptop at the cost of \$2,218.00.

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

Attest: Angela Karr, Clerk

TUESDAY, APRIL 29, 2025
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

In the Matter of
Resolution Denying the Expedited Type II Annexation
344.391+/- Acres of Scioto Township to
Village of Commercial Point
Petitioners, Michael Struckman, S&G Commercial Point Ltd.
And Church Lighthouse Community Christian Inc.:

- ❖ **Attendees: Brett Mills and El Jay Richards NBC4, Barton Fannin and Ralph Wolfe, Scioto Township Trustees, Nichole Fannin, Teays Valley School Board, Cory Wasmus, Amanda Wasmus, A. Strous, Nancy Geiger, Elizabeth Fleming, Lisa Darnell, Jamie Mitchell, Teresa Wasmus, Julie Brown, Sed Wasmus, Angela Houston, Bik Thompson, Charles Kneeland, Scott O'Neil, Cindy Williams, Amanda Parson, Boyd Burnette, Sheriff Hafey, Barry Brown, Monica Frank, Keith Dingus, Elizabeth Furniss, Sue Reed, Michael Sachs, Michelle Shimmel, Jim Lipios, Tom Hart, Painter and Associates, Dave Horning, Circleville Herald. Two name un-**
legible.

Cory Wasmus opened by introducing himself and that he was speaking on behalf of the group Teays Valley Against Overgrowth. There are concerns about the transparency and expedition of the way the annexation for 344.391 acres in Scioto Township was handled. The public was not notified of the item that was heard on the agenda on April 7, 2025. The way that Mr. Wasmus understood the process was that there should have been three reading by the Village of Commercial Point. That was not the case, and the annexation was voted on after only one reading. Mr. Wasmus explained that the Village of Commercial Point did not keep the agenda available to the public after the April 7th meeting. Mr. Wasmus submitted a public records request to the Village of Commercial Point. Mr. Wasmus stated that during the live stream of the meeting the council were visually confused, and the property was only named as Proposed Annexation of 344.391 +/- acres and not the Struckman property. The local residents all know the property as the Struckman Farm. The room was full of local residents for another item and none of the attendees knew of the annexation of the Struckman property. A council member stated at the meeting that they were only approving a service resolution, to only later stated that they are waiving the three notices and need to approve to get the service agreement to the Pickaway County Commissioners. Mr. Wasmus has concerns that the village does not have the capacity to provide the services they state in Service Resolution 12-2025. Later in the April 7th meeting the Village of Commercial Point increased their sewer budget the same night as passing the service resolution. Additional concerns with school growth and roads maintenance. Mr. Wasmus requested the Commissioners to deny the annexation and for it to go back to the Village of Commercial Point for it to be delt with properly, lawfully and transparently.

- Documents provided by Cory Wasmus:

TUESDAY, APRIL 29, 2025
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

Statement of Cory Wasmus
Regarding Resolution 12-2025 (Struckman Annexation)
On Behalf of Teays Valley Against Overgrowth
Pickaway County Commissioners Hearing
April 29, 2025

1. Procedural and Legal Problems

The public was **not properly notified** about the action Commercial Point Council took regarding Resolution 12-2025.

- The April 7, 2025 agenda listed Resolution 12-2025 for a **First Reading only** 2025-04-07 Council Agen....
- Any reasonable resident reading that agenda would have believed there would be multiple readings — and that they would still have an opportunity to comment and participate before a final vote.
- However, that same night, **without any prior notice**, Council voted to **waive the three readings** and immediately passed the resolution.
- The waiver of readings and the plan to finalize the vote **was not disclosed on the agenda at all**.

In fact, the **only reason I even obtained a copy of the April 7th agenda** was because I had to file a **formal public records request** with the Village.

The agenda was **not kept available to the public online** after the meeting concluded.

At this time, with your permission, I would like to approach and provide each Commissioner with a printed copy of the agenda exactly as it was delivered to me.

~~{if they grant permission, approach and say politely while handing them out:}~~

"Thank you. This is the agenda residents had to formally request after the Village removed it from public access." *(or never posted at all)*

(wayback machine. slows, already gave handout.)

DRY

**TUESDAY, APRIL 29, 2025
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO**

Additionally, the way the item was listed on the agenda itself was misleading and inadequate.

The agenda simply described it vaguely as "344.391 +/- acres" — without mentioning that it involved what the entire community knows as the **Struckman property**.

Prior Village agendas routinely referred to this land by name — and everyone in the community recognizes it as "the Struckman property," not just "344 acres."

Even during the livestream of the meeting, **several Council Members were visibly confused** about what the resolution was about —

and the Mayor had to clarify for them, stating plainly:

"This is the Struckman property."

If even the elected officials didn't recognize what was being finalized based on the agenda —

how could the public possibly have understood it?

NEW INFO THIS MORNING — "Way back Machine"
Web archive, widely used by the public
(takes screenshot when page opens)

2. The Reality of Public Participation

The consequences of this lack of notice were obvious.

The room that night **was full of residents** — but they were there to speak about a much smaller project, the DR Horton item, because that was properly listed and noticed on the agenda.

But when it came to the 344-acre Struckman annexation —

Not a single member of the public spoke.

Why?

Because they didn't even realize a final vote was happening that night.

Many residents have since told me they either **attended that meeting** or **watched the livestream**, and they were **confused** when the Council suddenly introduced a completely different resolution — something they had no warning would be finalized that evening.

The public was ready to participate — they just weren't given a fair opportunity to do so.

And that confusion — that lack of awareness —

is exactly why proper notice is required under Ohio law.

3. Misleading Argument from the Village

Some might claim, "Well, this was just approving a service plan — not the annexation itself."

That argument falls apart when you watch the Village's own livestream.

Before Council voted, the Mayor **told them clearly**:

DK

TUESDAY, APRIL 29, 2025
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

"I want you to be very serious about this, because you are saying that you are going to accept a 300-acre development into this village... We need to waive the readings because we need to turn this into the County Commissioners within 20 days."

Their own words confirm that this was treated as a **major, binding decision** — not a minor procedural step.

4. Attempts by Council Members to Fix It

After these issues came to light, I personally sent a formal letter to the Mayor, Fiscal Officer, and Village Council Members 2 days ago, on April 27, respectfully requesting that Resolution 12-2025 be rescinded.

Some Council Members reached out to me directly.

They acknowledged the seriousness of these concerns and indicated they were working to schedule a special meeting to rescind the resolution.

However, due to timing conflicts — including the Village Solicitor being unavailable — the meeting could not take place before today's hearing.

Even within Commercial Point's own leadership, there is clear recognition that something went wrong. But the Village failed to act in time.

5. Brief Note on Broader Community Concerns

Beyond the procedural failures, I want to very briefly note:

Throughout this process, **many residents have questioned whether Commercial Point truly has the capacity to deliver the services they are promising.**

- No one believes they can immediately provide water, sewer, police, and emergency services for a development of this size.
- Even one of their own Council Members raised these doubts publicly before the resolution was passed — openly asking, "Do we?" in reference to whether the Village actually has the sewer capacity.
- There are also serious concerns about overcrowded schools, overloaded roads, and insufficient fire and EMS services.

And the Village's own actions raise serious doubts as well.

The very same night they passed the service resolution for this 344-acre annexation, they also passed Resolution 11-2025 — increasing sewer fund appropriations within the 2025 permanent budget.

**TUESDAY, APRIL 29, 2025
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO**

If the Village already had sufficient sewer capacity and infrastructure funding available, **why would they need to amend their budget for more sewer funding that same night, just to service what they already have?**

This strongly suggests that Commercial Point was not truly prepared to support an expansion of this magnitude — at least not without significant new costs and burdens.

But to be clear —

That is not the basis of my argument today.

Those types of concerns — about schools, roads, infrastructure, and municipal capacity — **are exactly the kinds of issues that should be debated openly at the Village level, with proper public notice and full public participation.**

And that opportunity was taken away.

6. What I Am Asking You to Do

I respectfully ask the Commissioners today:

- **Reject this annexation as submitted.**
- **Send it back to Commercial Point** to be handled properly, lawfully, and with full public involvement.

This is **not your mess.**

You didn't create this situation.

It is **your** responsibility to fix the consequences of Commercial Point's rushed and faulty process.

Your responsibility is to uphold the law and defend the public's right to transparency.

Final Words:

If transparency matters, this annexation must be rejected.

If public notice matters, this annexation must be rejected.

If trust in government matters, this annexation must be rejected.

Thank you for your time. **I respectfully ask that my full written statement be entered into the official record for this hearing.**

DRAFT

TUESDAY, APRIL 29, 2025
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO



VILLAGE OF COMMERCIAL POINT
Council Meeting Agenda
April 7, 2025

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Approval of the March 3, 2025, Council Meeting Minutes – Motion Required
5. Approval of the March 17, 2025, Committee of the Whole Minutes – Motion Required
6. Administrative Reports:
 - A. Mayor's Report
 - B. Village Solicitor's Report
 - C. Police Chief's Report
 - D. Village Administrator's Report
 - E. Village Engineer's Report
 - F. Zoning Administrator's Report
 - G. Fiscal Officer's Report
7. Legislative Reports:
 - A. Nancy Geiger
 - B. Ross Crego
 - C. Sarah King
 - D. Eric Nungester
 - E. Audrea Ratliff
 - F. Jay Weaver
8. Committee Reports:
 - A. Parks & Recreation Committee
 - B. Land Use Committee
9. Public Comments:
10. Business Items:
 - A. D. R. Horton – Presentation
 - B. Keavin Hill 762 Development – Discussion
 - C. Conditional Use Request – 25 Harsh Alley
 - D. Variance Request – 233 Victorian Drive (Walker Pointe)
 - E. Street Closure Request – Discussion & Vote
 - F. New Utility Truck - Discussion
11. Legislation:
 - Third Reading:

Ordinance 2024-03 AN ORDINANCE TO REZONE 110.05 +/- ACRES WITHIN THE VILLAGE OF COMMERCIAL POINT, OHIO FROM EXCEPTIONAL USE (EU) TO PLANNED UNIT DISTRICT (PUD) AND ADOPTING THE PRELIMINARY PLAN AND DEVELOPMENT STANDARDS TEXT FOR THE PLANNED DISTRICT.
 - First Reading:

Resolution 14-2025 AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO ENTER INTO A DEVELOPMENT AGREEMENT WITH JAF ACQUISITIONS, LLC, AND DECLARING AN EMERGENCY.

Resolution 13-2025 A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR TO ENTER INTO A SERVICE AGREEMENT WITH FLOCK GROUP INC. TO PROVIDE CAMERA SERVICES FOR THE POLICE DEPARTMENT.

TUESDAY, APRIL 29, 2025
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO



VILLAGE OF COMMERCIAL POINT
Council Meeting Agenda
April 7, 2025

- Resolution 12-2025 A RESOLUTION ADOPTING A STATEMENT OF SERVICES FOR A PROPOSED ANNEXATION OF 344.391 +/- ACRES FROM SCIOTO TOWNSHIP TO THE VILLAGE OF COMMERCIAL POINT AND DECLARING AN EMERGENCY.

12. Pending Administrative Action:

- Resolution 11-2025 A RESOLUTION TO INCREASE THE SEWER FUND APPROPRIATIONS WITHIN THE 2025 PERMANENT BUDGET.

13. Additional Business:

14. Adjournment – Motion Required

Page 2 of 2

- Burt Fannin discussed Gibson Road and Phase One OPWC money. The infrastructure of the road will be costly once more traffic utilizes Gibson Road. Mr. Fannin expressed that Fire and EMS are in a good place. They just received a new squad and it takes about two years for a squad of fire truck to be built out. Once homes come in it has to be made clear if they have the services to handle the growth. Schools already have concerns with growth, levies and bus traffic. Mr. Fannin feels that the schools, township and EMS are not ready for growth so quickly. There needs to be some communication with the township and village regarding the capacity of the growth coming.
- Ralph Wolfe, Scioto Township Trustee, stressed his concerns with the amount of growth in the township and village. It involves the local EMS and services.
- Tom Hart, Agent for Petitioner, informed that the Commissioner do not have final approve of an annexation, only a village has the final approval. There are several hearings at the village before final approval. This is to address fire, EMS, water and sewer. It is on the local developer to invest in the economic development, services, roads and EMS. The annexation of 344.391 acres will include the following:
 - 1200 housing units proposed Multi Family Units
 - Commercial areas

TUESDAY, APRIL 29, 2025
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

- Empty nester housing
- Assisted Living Units

Mr. Hart explained that this is an 8-10year build out. A major traffic study would take place at 762 and 104, 762 and Gibson Road. It would involve ODOT and Pickaway County Engineer. The developer has an incentive process for Fire and EMS and would involve sewer and water.

Commissioner Wippel explained that they look at water, sanitary, zoning, snow removal, recycling, fire and EMS. Street maintenance is always a concern and made sure in agreements due to the township will no longer be responsible to maintain the road, the village would. Commissioner Wippel gave an example of a past annexation that the Village of Commercial Point did not state in their service resolution that they could provide sewer. The Struckman annexation service agreement from the village stated that they could provide those same services that they previously could not.

Commissioner Scherer explained that the ORC is very specific on Type II Annexation, and it states that the Commissioners shall then evaluate 7 criteria. Mr. Scherer further explained that no matter what decision is made it can proceed into the future.

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

Resolution No.: PC-042925-29

Expedited Type II Annexation Petition filed March 20, 2025, by Thomas Hart, Painter and Associates, Agent for Petitioners, Micheal Edward Struckman, Trustee, S&G Commercial Point, Ltd. and Church Lighthouse Community Christian Inc. for the annexation of 344.391 +/- acres to the Village of Commercial Point from Scioto Township. Per ORC Section 709.023 (E) (6) the Village of Commercial Point agreed to provide to the territory proposed for annexation the services specified in the relevant ordinance or resolution adopted under division (C) of this section that are yet not available or set date of availability.

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
Radio Programing Agreement with
Scioto Township for Spencer Bennett:

Commissioner Gary Scherer offered the motion, seconded by Commissioner Harold Henson, to approve the Amendment to the Agreement with Scioto Township for Assistance Chief Spencer Bennett to perform radio proگرامing for Pickaway County and Pickaway County EMA. Scioto Township shall invoice Pickaway County monthly for \$5,000 (\$1,250 week). The amended term of the contract is April 29, 2025, through August 2025.

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

Attest: Angela Karr, Clerk

In the Matter of
Bid Opening Conducted for
Community Development Block Grant
Critical Infrastructure, Ashville Randolph
Street Improvements Bid Opening:

A bid opening was conducted for PY24 Community Development Block Grant, Critical Infrastructure, Ashville Randolph Street Improvements with Thomas Perry, CDC of Ohio in attendance. A sign-in sheet of interested bidders that were also in attendance is on file.

TUESDAY, APRIL 29, 2025
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

Bids for the various unit pricing, too numerous to list, received from the following companies were opened and read aloud:

Fillmore Construction LLC
11741 State Route 72
Leesburg, OH 45135
\$737,661

Strawser Paving Company
1595 Frank Road
Columbus, OH 43223
\$1,023,213.50

The bids were turned over to Mr. Perry for review and contact award recommendation.

In the Matter of
Community Development Block Grant
Request for Statement of Qualifications and Proposal
Review for PY2025-2027 Program:

An opening was conducted for the Statement of Qualifications and Proposal for the PY2025-2025 Community Development Block Grant Program with Thomas Perry, CDC of Ohio in attendance. Statement of Qualifications and Proposal for the PY2025-2027 CDBG Program received from the following companies:

CDC of Ohio, Inc.
P.O. Box 06247
Columbus, OH 43206

In the Matter of
Investment Committee Meeting:

Ellery Elick, Treasurer and Jim McCourt, Meeder Public Funds, met with the Commissioners to provide an Investment Committee Meeting update. Mr. McCourt explained that the portfolio was able to advantage of the growth rates over the last couple of years to create funds. The last Federal Reserve cut of the Fed Funds rate was in December 2024. Feds are expecting to cut the Fed Funds rate by .50% or 50 basis points by the end of 2025. Inflation declines considerably from the pandemic highs of 2022. However, inflation remains above the Federal Reserve's target 2%. Above-target inflation is one of the primary reasons the Fed has not lowered the FED Funds rate this year. Commissioner Wippel addresses if the 4 million from solar was being invested and Mr. Elick explained that it is in STAR Ohio gaining interest.

The Portfolio currently:

STAR Ohio	\$ 69,239,240
Savings Bank Money Market	\$ 1,479,758
Bank CD's	\$ 6,000,000
Securities Book Value	\$ 44,960,000
<u>Total Portfolio</u>	<u>\$121,679,628</u>

Weighted Average Maturity	2.19 years
Weighted Average Yield	3.26%

Investment Income projections look to \$1,179,501 for 2026.

In the Matter of
Executive Session:

At 2:05 p.m., Commissioner Harold Henson offered the motion, seconded by Commissioner Gary Scherer, 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 Tim Colburn, Pickaway Progress Partners, Ryan Scribner, Nate Green, Montrose Group, Jayme Fountain, Prosecutor, April Metzger, County Administrator, Marc Rogols, County Deputy Administrator and Angela Karr, Clerk in attendance.

TUESDAY, APRIL 29, 2025
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

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 2:20 p.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
City of Circleville Discussion with Mayor Blanton:

Mayor Michelle Blanton, met with the Commissioners to discuss past 911 consolidation. Tonight is a financial meeting, and they will be discussing \$800,000 in cuts for next year's budget due to the safety levy failing. Mayor Blanton explained that some changes have taken effect for 2025 budget to prepare. The safety levy will go back on the ballot in November 2025.

Mayor Blanton explained that she was not a part of the past discussions relative to 911 consolidation and is requesting a long-term resolution. Commissioner Wippel stated that Mayor Blanton was on City Council at the time of discussions. Mayor Blanton believes we are at a different place, and she now knows more than she did in the past. Commissioner Scherer informed that Tiffany Nash, EMA Director, is working on the county being a full on NextGen 911. Commissioner Wippel expressed his opinion that he is not in favor, and it cannot be done at no cost. The Commissioners suggested that if this is something the mayor wants to do, then present a proposal. Commissioner Henson followed with the same opinion and stated it took four years for the City of Circleville to make a decision on the county's proposal relative to 911 consolidation years ago to only reject the offer. Commissioner Wippel stated that some of the testimony from city council members was like they thought the county was taking the city's PSAP and that was not the case. It seemed like the right thing to do. Commissioner Scherer addressed if the mayor presents a proposal, then she would need the approval of the council prior to. The Commissioners are willing to listen to an offer from the Mayor and Council.

In the Matter of
Resolution Approving the Execution of A
Community Reinvestment Area Agreement
Between The County and Coyne Rickenbacker, LLC;
And Authorizing Related Actions:

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

Resolution No.: PC-042925-30

A RESOLUTION APPROVING THE EXECUTION OF A COMMUNITY REINVESTMENT
AREA AGREEMENT BETWEEN THE COUNTY AND COYNE RICKENBACKER, LLC;
AND AUTHORIZING RELATED ACTIONS

WHEREAS, the County of Pickaway, Ohio (the "County") has encouraged the development of commercial and industrial structures within its boundaries, which development would result in the creation and retention of employment opportunities in the County; and

WHEREAS, to encourage that development, the Board of Pickaway County Commissioners (the "Board of Commissioners") by its resolution adopted July 10, 2006, designated the area specified in such resolution as the Pickaway County Northern Industrial Community Reinvestment Area (the "Northern

TUESDAY, APRIL 29, 2025
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

Industrial CRA”) pursuant to Ohio Revised Code (“R.C.”) Sections 3735.65 through 3735.70 (the “CRA Act”), and authorized a real property tax exemption for the construction of new structures and the remodeling of existing structures in the CRA in accordance with the CRA Act; and

WHEREAS, effective August 28, 2006, the Director of Development of the State of Ohio determined that the Northern Industrial CRA contains the characteristics set forth in R.C. Section 3735.66 and certified said area as a “Community Reinvestment Area” under R.C. Section 3735.66; and

WHEREAS, the County, by Resolution No. PC-070523-73, adopted on July 5, 2023, has adopted a tax incentive policy for the Northern Industrial CRA (the “NICRA Policy”) outlining the available incentives available to projects undertaken within the Northern Industrial CRA, as further described in Exhibit B attached hereto, incorporated by reference; and

WHEREAS, Coyne Rickenbacker, LLC (the “Developer”) submitted to the County a CRA agreement application (the “Agreement Application”) and has represented to the County that the Developer is qualified by financial responsibility and business experience to create and preserve employment opportunities in the CRA and is therefore eligible for certain exemptions under the CRA Act and the NICRA Policy; and

WHEREAS, pursuant to this Resolution and the CRA Act, the County and the Developer desire to execute a Community Reinvestment Area Agreement (the “CRA Agreement”) substantially in the form attached hereto as Exhibit A, incorporated herein by reference, in connection with the development of a +/- 680 acre site and the Developer intends to construct, or have constructed, a series of commercial and industrial facilities and related site improvements (the “Project,” as further described in the CRA Agreement) on certain land that will be owned by the Developer as of the effective date of the CRA Agreement in the County (the “Project Site”), which Project Site is described in the CRA Agreement; and

WHEREAS, the CRA Agreement will provide up to a fifteen (15) year real property tax exemption for one hundred percent (100%) of the assessed value of new structures constructed at the Project Site; and

WHEREAS, the Project Site is located in the Teays Valley Local School District (the “School District”) and the County has delivered notice of the proposed approval of this Agreement to the Board of Education of the School District under Ohio Revised Code Sections 3735.671 and 5709.83, and has been given a copy of the Application and the CRA Agreement;

WHEREAS, the Project Site is also located in the Eastland – Fairfield Career and Technical Schools District (the “JVSD”) and the County has delivered notice of the proposed approval of this Agreement to the Board of Education of the JVSD under Ohio Revised Code Sections 3735.671 and 5709.83, and has been given a copy of the Application and the CRA Agreement;

WHEREAS, the County, the Developer and the School District intend to enter into a certain compensation agreement (the “School District Compensation Agreement”) to provide for payments in lieu of taxes to the School District in order to compensate the School District for a portion of the taxes the School District otherwise would have received but for this Board’s authorization of this Resolution and the execution of the CRA Agreement in substantially the form attached to this Resolution as Exhibit C, incorporated herein by reference; and

WHEREAS, the County, the Developer and the JVSD intend to enter into a certain compensation agreement (the “JVSD Compensation Agreement”) to provide for payments in lieu of taxes to the JVSD in order to compensate the JVSD for a portion of the taxes the JVSD otherwise would have received but for this Board’s authorization of this Resolution and the execution of the CRA Agreement, in substantially the form attached to this Resolution as Exhibit D, incorporated herein by reference; and

WHEREAS, pursuant to R.C. Section 3735.671, the Board of Education of the School District, by its Resolution passed on March 17, 2025, has (i) approved the terms of the CRA Agreement, including the up to one hundred percent (100%) real property tax exemption for up to fifteen (15) years for new construction (ii) approved the terms of, and authorized the execution of, the School District Compensation Agreement, and (iii) waived its rights to receive the forty-five (45) day and fourteen (14) day notices under R.C. Sections 3735.671 and 5709.83; and

WHEREAS, the Board of Education of the JVSD, by its Resolution passed on March 12, 2025, has (i) approved the terms of, and authorized execution of, the JVSD Compensation Agreement, and (ii) waived its

TUESDAY, APRIL 29, 2025
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

rights to receive the forty-five (45) day and fourteen (14) day notices under R.C. Sections 3735.671 and 5709.83; and

WHEREAS, the Developer and the County desire to execute the CRA Agreement to provide for the successful development of the Project Site, which development will create and preserve employment opportunities in the County and will benefit the citizens of the County.

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

Section 1. This Board hereby:

- (i) Approves the CRA Agreement between the County and the Developer, substantially in the form attached to this Resolution as Exhibit A.
- (ii) Approves the School District Compensation Agreement between the County, the Developer, and the School District, substantially in the form attached to this Resolution as Exhibit C.
- (iii) Approves the JVSD Compensation Agreement between the County, the Developer and the JVSD, substantially in the form attached to this Resolution as Exhibit D.
- (iv) Authorizes the Board of Commissioners to execute the CRA Agreement with changes or amendments thereto not inconsistent with this Resolution and not substantially adverse to the County as determined by the Commissioners executing the CRA Agreement on behalf of the County, all of which shall be evidenced conclusively by the execution of the CRA Agreement by the Board of Commissioners.

Section 2. The Clerk of this Board of Commissioners is hereby directed to deliver a copy of the CRA Agreement to the Director of the Ohio Department of Development by March 31, 2025 in accordance with R.C. Section 3735.672.

Section 3. It is hereby found and determined that all formal actions of this Board of Commissioners concerning and relating to the passage of this Resolution were taken in an open meeting of this Board of Commissioners, and that all deliberations of this Board of Commissioners and any decision making bodies of the County that resulted in such formal actions were in meetings open to the public and in compliance with all legal requirements.

Section 4. This Resolution shall be effective from and after the earliest period provided by law.

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

Attest: Angela Karr, Clerk

In the Matter of
Resolution Approving Pickaway County
Northern Industrial Area Community
Reinvestment Area Agreement for
Coyne Rickenbacker, LLC:

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

Resolution No.: PC-042925-31

PICKAWAY COUNTY
NORTHERN INDUSTRIAL AREA COMMUNITY REINVESTMENT AREA
AGREEMENT

This COMMUNITY REINVESTMENT AREA AGREEMENT (this "Agreement") is made and entered into as of this 29th day of April, 2025 (the "Execution Date") by and between the COUNTY OF PICKAWAY, OHIO (the "County"), a county and political subdivision in and of the State of Ohio (the "State")

TUESDAY, APRIL 29, 2025
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

and duly organized and validly existing under the constitution and laws of the State, on the one hand, and COYNE RICKENBACKER, LLC, an Ohio limited liability company (“Developer”), on the other hand.

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 as 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, the County by Resolution No. PC-070523-73, adopted on July 5, 2023, has adopted a tax incentive policy for the Northern Industrial CRA (the “NICRA Policy”) outlining the available incentives available to projects undertaken within the Northern Industrial CRA, as further described in “Exhibit B” attached hereto, incorporated by reference; and

WHEREAS, Developer is currently the owner of the parcels of land within the Northern Industrial CRA described on “Exhibit A” hereto, all of which consists of the approximately 680 acres of land located within the Northern Industrial CRA and depicted on “Exhibit A-IV” attached hereto (the “Project Site”); and

WHEREAS, Developer will construct, or have constructed, on the Project Site 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 Project Site (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, the Housing Officer under Section 3735.67 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 Teays Valley Local School District (the “School District”) and in the Eastland-Fairfield Career and Technical Schools District (the “JVSD”) the School District has entered into or intends to enter into a compensation agreement (the “Compensation Agreement”) with Developer and the County; and

WHEREAS, the Compensation Agreement, pursuant to R.C. Section 5709.82, provides for the School District to receive certain compensation in exchange for the tax revenue foregone by the School District as a result of the CRA Exemptions (as such term is defined below) granted by this Agreement; and

WHEREAS, pursuant to R.C. Sections 3735.671(A)(4), Developer will provide certain compensation to the JVSD at the same rate and under the same terms received by School District under the Compensation Agreement; and

WHEREAS, the School District, pursuant to Resolution No. G-5, adopted on March 17, 2025, has approved this Agreement and the CRA Exemptions granted herein, and as set forth in the Compensation Agreement, and in exchange for the consideration set forth therein, agreed, among other things, to approve this Agreement, including the CRA Exemptions, and waive all notice requirements and any defects with respect to this Agreement, as provided for in Ohio Revised Code Section 3735.671(A); and

TUESDAY, APRIL 29, 2025
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

WHEREAS, the JVSD, as set forth in Resolution No. 041-F, adopted on March 12, 2025, agreed, among other things, to waive all notice requirements and any defects with respect to this Agreement; and

WHEREAS, the Board of County Commissioners of the County, by its Resolution, adopted April 29, 2025, has approved the terms of this Agreement and authorized its execution on behalf of the County.

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, inclusive of portions of the Project that may not be eligible for or receive a CRA Exemption, is expected to be at least \$500,000,000. The commencement of construction of the Project is scheduled to begin in 2025, but in any event Project completion is expected to occur by December 31, 2039. 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.

Section 2. Good Faith Estimates of Project Job Creation. Developer currently estimates there will be created at the Project by the year 2039 approximately 2,000 full-time equivalent permanent employees, with a total new payroll of approximately \$100,000,000 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, except as defined in Section 8 herein. In the event that Developer conveys or leases a Parcel to an Owner which will be used for a purpose that is not eligible for a CRA Exemption, or with respect to which such Owner will not seek a CRA Exemption under this Agreement, the total estimated job creation for the Project and the total estimated new payroll for the Project in this Section 2 shall be proportionately reduced based on the number of acres in the Parcel that will not be subject to a CRA Exemption bears and the total remaining acreage at the Project Site that is subject to a CRA Exemption or remains eligible for a CRA Exemption under this Agreement. For example, if Developer conveys or leases a Parcel of 68 acres to an Owner which will be used for a purpose that is not eligible for a CRA Exemption, or with respect to which such Owner will not seek a CRA Exemption under this Agreement, and 612 acres of the Project Site remain subject to a CRA Exemption or eligible for a CRA Exemption under this Agreement, the total estimated job creation for the Project and the total estimated new payroll for the Project will be reduced by ten (10) percent, but the minimum per square foot job creation requirement and minimum annual salary per job requirement for a Building subject to a CRA Exemption set forth below will remain the same.

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 or operators, 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 the Assumption Agreement (as such term is defined below) with respect to a Building as a specific Owner is identified and development of that Building occurs. A Building's proportional contribution to the jobs and payroll for the Project as estimated in the preceding paragraph (and subject to adjustment in accordance with the terms thereof) shall be outlined in the Assumption Agreement, executed between an Owner, Developer, and the County. Each Owner that executes an Assumption Agreement with respect to a Building will share proportionally in the total job creation estimates established in the preceding paragraph and, notwithstanding anything herein to the contrary, that Owner will be responsible for the creation of at least 1 job per 5,000 square feet of space at an annual salary per job of at least \$50,000 within three years of receiving the certificate of occupancy for that Building. For example, if the Owner or Developer constructs a 100,000 square foot Building, the Owner would be responsible for the creation of at least 20 jobs with \$1,000,000 in payroll within three years of receiving the certificate of occupancy for the Building.

Section 3. Obligations for Tax Incentive Council. Each Owner shall provide or cause to be provided to the applicable tax incentive review council ("TIRC") any information reasonably necessary for the applicable TIRC to make the determinations required under Section 5709.85 of the Ohio Revised Code and to

TUESDAY, APRIL 29, 2025
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

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 TIRC. Upon the request of the applicable TIRC each Owner shall provide the applicable TIRC 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.

Per Section 5709.85 of the Ohio Revised Code, annually the TIRC shall review the terms of this Agreement and any Assumption Agreements granting CRA Exemptions under Section 3735.671 of the Revised Code, and shall review any performance or audit reports required to be submitted pursuant to this Agreement or any Assumption Agreement. On the basis of such review, the TIRC shall submit to the County a written recommendation for continuation, modification, or cancellation of such Agreement or Assumption Agreement and, if applicable, the repayment of any already-received CRA Exemption benefits. In making its written recommendation, the TIRC may take into consideration (a) whether an Event of Default (as such term is defined below) has occurred and not been cured, (b) if a CRA Exemption is otherwise subject to modification or cancellation pursuant to Section 8 herein, (c) any fluctuations in the business cycle unique to the Owner's business, (d) the effect of local and regional market conditions on the Owner, and (e) whether the Owner or parties that have assumed the obligations of the Owner have, collectively, satisfied the job creation and other obligations contained in this Agreement. The County shall hold a meeting within sixty days of receipt of the annual written recommendations to vote to accept, reject, or modify all or any portion of the recommendations. In voting on whether to accept, reject, or modify all or any portion of the TIRC's recommendations, the County may take into consideration those factors outlined in (a) through (c) of this paragraph. Notwithstanding any of the foregoing, the County agrees that the remedies outlined in the last paragraph of Section 8(C) and in Section 8(D) of this Agreement shall not be available unless the County receives a written recommendation from the TIRC for modification or cancellation of this Agreement or any Assumption Agreement for two (2) consecutive years as to a particular Building.

Section 4. Tax Exemption. Pursuant to Section 3735.67 of the Ohio Revised Code, and the NICRA Policy, the County hereby grants to the Owner of each Building constructed on the Project Site within the Northern Industrial CRA a tax exemption for such Building of one hundred percent (100%) for fifteen (15) years for Manufacturing uses (as such term is defined below) (each exemption for each Building a "CRA Exemption").

For purposes of this Agreement, "Manufacturing" is defined as: any process in which materials are changed, converted, or transformed into a different state or form from which they previously existed and includes refining materials, assembling parts, and preparing raw materials and parts by mixing, measuring, blending, or otherwise committing such materials or parts to the manufacturing process.

Notwithstanding anything in the foregoing to the contrary, unless otherwise approved by the County, no Owner of a Parcel of the Project Site shall be entitled to a CRA Exemption hereunder for a Building constructed on such Parcel that is to be used as a distribution or fulfillment center, being a Building that is operated substantially as a product storage and shipping facility for the storage or distribution of goods (a "Distribution Center"), the construction of which commences during the period commencing on the Effective Date of this Agreement and ending on the last day of the calendar month during which the fourteen (14) month anniversary date of the Effective Date occurs (the "Moratorium End Date"). A Building is operated substantially as a Distribution Center, if 25% or more of the final square footage, as certified in the Owner's Certificate of Occupancy, of any Building is dedicated to use as a Distribution Center. After the Moratorium End Date, Developer or any other Owner of a Parcel of the Project Site can construct a Distribution Center on any Parcel of the Project Site, and such Distribution Center shall be entitled to a CRA Exemption of one hundred percent (100%) for years one through ten (1-10) and fifty percent (50%) for years eleven through fifteen (11-15), without further approval of the County, notwithstanding that, Developer has been unable to attract a manufacturing end user to any other Parcel of the Project Site.

The exemptions authorized by this Agreement commence on 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 2038 (tax payment year 2039) nor extend beyond tax year 2053 (i.e., tax payment year 2054). Each Building constructed as a part of the Project shall be treated separately for purposes of determining its qualification for CRA Exemption hereunder.

As a condition to the grant of the CRA Exemption, each Building for which an Owner wishes to file a real property tax exemption application shall use its best efforts to utilize the Pickaway County Port Authority for the exemption of sales tax on construction materials each Building constructed. The Pickaway County Port Authority may charge a fee for each development that uses the exemption program equal to at least 25% but no

TUESDAY, APRIL 29, 2025
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

greater than 50% of the sales tax avoided due to the exemption. If the Owner does not wish to use the Pickaway County Port Authority for the exemption of sales tax on construction materials, it shall make one-time Payment in Lieu of Taxes (“Port Authority PILOT”) to the Pickaway County Port Authority equal in an amount that is agreed upon by the Owner and the Pickaway County Port Authority. Any Port Authority PILOT payable to the Pickaway County Port Authority will be due thirty (30) days after the receipt of the Owner’s Certificate of Occupancy for the Building.

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 (30) 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 Project Site, or the Director of the Ohio Department of Development revokes certification of the Northern Industrial CRA containing the Project Site, 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 CRA Exemption under this Section 7 shall have no effect on the CRA 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, 2039 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:

(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;

(vii) Developer or any Owner fails to perform or observe any material obligation under the Compensation Agreement.

TUESDAY, APRIL 29, 2025
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

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, and (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. 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. Notwithstanding the above, the parties hereto acknowledge Developer, or its affiliate, is under contract to purchase the Project Site. Developer’s failure to conclude the purchase of the Project Site 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.

If a defaulting party fails to cure any Event of Default pursuant to paragraph (B) of this Section, other than with respect to the total investment associated with the Project, and the TIRC has made a recommendation to the County to modify or cancel any of the CRA Exemptions granted by this Agreement under the authority of Section 5709.85 of the Ohio Revised Code or pursuant to Section 3 hereof, or if the County determines that the certification as to delinquent taxes required by this Agreement is fraudulent, the County may modify or cancel the exemptions from taxation granted under the Agreement with respect to property of the Owner which is in such default or has made such fraudulent certification, from the date of the Event of Default or fraudulent certification.

D. Additional Remedies for Cessation of Operation or Failure to Achieve Job Creation and Payroll Estimates. Subject to the terms of Section 3 of this Agreement, in addition to any other remedy, if any Owner or operator of a Building ceases operations at a Building with a CRA Exemption for a period of two or more consecutive years (a “Cessation”), the County may thereafter cancel the Exemption as to such Building and require the repayment of the amount of taxes that would have been payable with respect to such Building on the Project Site had such Building not been exempt from taxation under this Agreement, from the date of the Cessation; provided, however, that the County shall not cancel or require repayment with respect to any temporary cessation of operations at any Building within the Project Site during a period while an Owner or operator of a Building is proceeding with due diligence in the retooling of a substantial portion of the Building to accommodate manufacturing uses. The Owner or Operator shall provide the County with written updates on its efforts to continue or restart operations no less than quarterly until the temporary cessation of operations has ended.

Developer and any Owner agree that the job creation and payroll estimates outlined in Section 2 herein are estimates in good faith, the substantial completion of which is a material obligation of each Owner of a Building within the Project Site. Developer and any Owner agree that the Project Site shall be capable of producing no less than 1,333 jobs (i.e., less than two-thirds of Developer’s good faith estimate for jobs) at a total payroll of \$66,660,000. Developer agrees on behalf of any Owner, that if, by December 31, 2039, (i) the total number of jobs at the Project Site is less than 1,333, (ii) the total payroll is less than \$66,660,000, or (iii)

TUESDAY, APRIL 29, 2025
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

the remaining acreage of the Project Site, when aggregated with the development of Buildings already developed or in the process of development, would not be reasonably likely to achieve at least 1,333 jobs and \$66,000,000 in payroll based on the 1 job per 5,000 square feet or \$50,000 per job annual payroll metrics outlined in Section 2, as determined by the County, the County shall reduce the CRA Exemption percentage available to any future Building on any Parcel or portions of any Parcel within the remaining Project Site not then subject to an executed Assumption Agreement with an Owner unrelated or unaffiliated with Developer. The County shall reduce the CRA Exemptions available for such future Buildings as it may determine in its sole discretion.

As provided in Section 2 hereof, each Building's proportional contribution to the total amount of jobs and payroll for the Project Site shall be evidenced in the Assumption Agreement attributable to that Building. Subject to the terms of Section 3 of this Agreement, if, after three years following receipt of the (i) certificate of occupancy for that Building, and (ii) the execution of an Assumption Agreement, the total number of jobs and payroll created by that Building are less than two-thirds of the Owner's good faith estimates in effect at such time, the County shall request that the TIRC recommend that the County modify the active CRA Exemption applicable to that Building to proportionally reduce the CRA Exemption as to such Building and may require repayment of the proportionate amount of taxes that would have been payable with respect to that Building on the Project Site as if such Building had not been exempt from taxation under this Agreement.

If the TIRC recommends, and the County votes to require, the repayment of any already-received CRA Exemption benefits, Developer, or pursuant to an Assumption Agreement, such Owner, shall be required to repay the amount of such already-received CRA Exemption benefits that are to be repaid in ten (10) equal annual installments each of which shall be paid on or before June 30 of each year, commencing as of June 30 of the year following the determination by the County to require repayment of such benefits. The amount of any already-received CRA Exemption benefits to be repaid shall be reduced by the amounts paid to the School District and the JVSD pursuant to the Compensation Agreement, as evidenced by the reports of Developer, or such Owner, as applicable, the School District, and the JVSD to the TIRC. The County may secure repayment of the amount of such already-received CRA Exemption benefits that are to be repaid by a lien on the Parcel and Building in the amount required to be repaid. Such lien may attach, and may be perfected, collected, and enforced, in the same manner as a mortgage lien on real property, and shall otherwise have the same force and effect as a mortgage lien on real property. In the event that (A) a mortgage lien is unable to be perfected or enforced against the applicable real property, or (B) Developer or such Owner, as applicable fails to pay any such installment within thirty (30) days after the due date thereof, the County may either enforce its mortgage lien or, in lieu thereof, may (i) accelerate payment of all of the unpaid installments by giving notice thereof to Developer, or such Owner, as applicable, and, if not already done in accordance with the terms of this Agreement, direct the County Auditor to strike the Parcel from the exempt list in accordance with Section 5713.08 of the Ohio Revised Code, and (ii) direct the County Auditor to certify, as an additional charge on the property, the amount of the unpaid installments to the County Treasurer as delinquent taxes and the County Treasurer shall collect such amount in the manner prescribed by law for the collection of delinquent taxes.

E. Any termination or modification of a CRA Exemption as provided in this Section 8 shall have no effect on CRA Exemptions granted under this Agreement with respect to the Parcels of the Owners that are not the defaulting Owner or Developer.

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; Effective Date. Developer and the County acknowledge that this Agreement must be approved by formal action of the legislative authority of the County as a condition

TUESDAY, APRIL 29, 2025
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

for the Agreement to be executed as of the Execution Date. Additionally, this Agreement shall not take effect until the date that Developer provides the County with written notice that Developer owns each Parcel within the Project Site (the "Effective Date") along with the associated land records identifying Developer's ownership. The County was provided written notice by Developer on _____, 20__ that Developer owns the entirety of the Parcels within the Project Site and _____, 20__ is the Effective Date of this Agreement.

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 (C) of Section 3735.671 of the Ohio Revised Code) has violated the prohibition against entering into this Agreement under division (C) 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 CRA Exemption under Section 8 or this Section 13 shall have no effect on the CRA 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 any other assignment of the benefits and obligations by Developer or any Owner to another Owner so long as such assignee files with the County an assumption agreement substantially in the form attached hereto as "Exhibit C" (each an "Assumption Agreement"), wherein such assignee (the "Assignee"), inter alia, (a) assumes all obligations of an Owner under this Agreement with respect to one or more Buildings and (b) certifies to the validity of the representations, warranties and covenants contained herein as to the Assignee. Within fifteen (15) days following receipt by the County of such Assumption Agreement, the County shall acknowledge and consent to the execution of the Assumption Agreement and return the executed Assumption Agreement to or at the direction of the 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 non-school tax increment financing (TIF) pursuant to Sections 5709.77 et seq. of the Revised Code on the Project Site 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 the exemptions authorized under this Agreement, as the assessed value of each Building is subject to a CRA 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 each Parcel of the Project Site 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. 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

TUESDAY, APRIL 29, 2025
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

year 2025, the payment will be due by March 1, 2025). 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 2025, the payment will be due by March 1, 2025).

Section 18. Legal Fees. Developer shall pay to the County's legal counsel, Bricker Graydon LLP, its fees and expenses for costs of preparing all documentation associated with this Agreement, up to \$10,000, and the TIF Agreement. The payment shall be due within five (5) business days after complete execution and delivery of this Agreement. Each Owner shall pay to the County's legal counsel, Bricker Graydon LLP, its fees and expenses for costs of preparing all documentation associated with any Assumption Agreement. The payment shall be due within five (5) business days after complete execution and delivery of such Assumption Agreement.

Section 19. 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:

If to Developer:	Coyne Rickenbacker, LLC 1318 Erie Road Rocky River, OH 44114 Attn: Terence P. Coyne
With a Copy To:	Thompson Hine LLP 10050 Innovation Drive, Suite 400 Dayton, Ohio 45342-4934 Attn: Arik A. Sherk
To the County:	Pickaway County Planning & Development 139 W. Franklin St. Circleville, OH 43113 Attn: Tim McGinnis, Director
With a Copy To:	J. Caleb Bell, Esq. Bricker Graydon LLP 100 S. Third St. Columbus, OH 43215
And, With a Copy To:	Pickaway Progress Partnership 1360 Lancaster Pike Suite 111 Circleville, Ohio 43113 Attn: Tim Colburn, Economic Development Director

Section 20. 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 21. 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

TUESDAY, APRIL 29, 2025
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

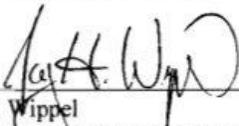
in default under any of the terms, covenants or conditions of this Agreement, or, if that Developer or Owner is in default, specifying same; and (iii) such other matters as that Developer or Owner reasonably requests.

Section 22. Assignment of Compensation Agreement. The Compensation Agreements, related to the CRA Exemptions granted by this Agreement, between Developer and Teays Valley Local School District, and Developer and Eastland-Fairfield Career and Technical Schools shall not be amended or assigned except as provided therein.

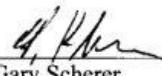
IN WITNESS WHEREOF, the County and Developer have caused this Agreement to be executed in their respective names by their duly authorized officers as of the date hereinabove written.

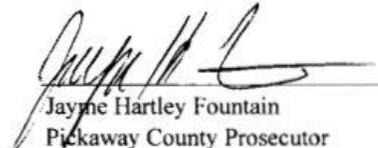
“COUNTY”

COUNTY OF PICKAWAY, OHIO

By: 
Jay H. Wippel
Pickaway County Commissioner


Harold Henson
Pickaway County Commissioner


Gary Scherer
Pickaway County Commissioner


Jayne Hartley Fountain
Pickaway County Prosecutor
Approved-as-to-form

“DEVELOPER”

COYNE RICKENBACKER, LLC

By: _____
Terence P. Coyne, Managing Member



EXHIBIT A-I

Legal Description
317.247 ACRES

Situated in the Township of Harrison, County of Pickaway, State of Ohio; also being a part of Section 14, Township 3, Range 22, of Mathews Survey of Congress Lands East of the Scioto; also being a part of those lands as conveyed to Peters Family Farms, Inc, as described in DB 269 Page 719 (Parcels D12-0-003-00-272-00, D12-0-003-00-276-00, D12-0-003-00-275-00, D12-0-003-00-274-00, D12-0-003-00-273-00, D12-0-003-00-277-00, D12-0-003-00-271-00); being more particularly described as follows:

Commencing at a railroad spike found at the intersection of the centerline of Bulen Pierce Road (40' right-of-way) and the centerline of Shepherd Road (40' right-of-way), said point also being the southeast corner of section 15, also being the southwest corner of section 14, also being the northeast corner of section 22, also being the northwest corner of section 23; thence,

Along the centerline of Shepherd Road, also being along the western line of Section 14 and along the eastern line of Section 15, also being along the eastern line of said 70.105 acre tract, North 03° 48' 46" East for a

TUESDAY, APRIL 29, 2025
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

distance of 1766.07' to a point; said point also being THE TRUE POINT OF BEGINNING, and from said beginning point running thence,

Along the centerline of Shepherd Road, also being along the western line of Section 14 and along the eastern line of Section 15, North 03° 48' 46" East for a distance of 1460.72' to a Mag nail found at the intersection of the centerline of Shepherd Road and the centerline of Ashville Pike (40' right-of-way), said point also being the southwest corner of a 0.435 acre tract of land conveyed to City of Columbus as described in OR 703 Page 1411; thence,

Along the centerline of Ashville Pike, also being along the southern line of said 0.435 acre tract, and then along the southern line of a 7.993 acre tract conveyed to AEP Ohio Transmission Company, Inc., as described in OR 773 Page 4481, and then along the southern line of a 32.3 acre tract conveyed to D&D Farm Properties, LLC as described in OR 728 Page 517. South 86° 46' 02" East for a distance of 1376.09' to a point, passing a Mag nail 135.27' from the beginning of this course, also passing a Mag nail 559.48' from the beginning of this course; thence,

Along the western line of a 5.490 acre tract of land conveyed to Jessica A. Nelson as described in ORV 659 Page 2082, South 03° 10' 56" West for a distance of 597.56' to a 5/8" pipe found, said point being the southwest corner of said 5.490 acre tract passing over a 5/8" pipe at a distance of 29.48' from the beginning of this course; thence.

Along the southern line of said 5.490 acre tract, South 86° 19' 04" East for a distance of 400.00' to a 5/8" iron pipe found, said point being the southeast corner of said 5.490 acre tract; thence,

Along the eastern line of said 5.490 acre tract North 03° 10' 56" East for a distance of 585.18' to a point on the centerline of Ashville Pike, passing over a 5/8" pipe at a distance of 35.25' from the terminus of this course; thence,

Along the centerline of Ashville Pike Road, also along the southern line of a 39.7 acre tract conveyed to D&D Farm Properties, LLC, as described in OR 728 Page 517. South 78° 09' 03" East for a distance of 3258.20' to a 5/8" iron pin set, said point being on the western right of way line of CSX Railroad, said point also being the southeast corner of a 39.442 acre tract of land conveyed to D&E Five, LLC as described in ORV 740 PG 612, ORV 740 PG 615, ORV 740 PG 618, ORV 740 PG 621, and ORV 740 OG 624; thence,

Along the western right of way line of CSX Railroad, following a curve to the right having an arc length of 391.27', radius of 5679.65', central angle of 03' 56' 49", tangent of 195.71', and a chord that bears South 01° 39' 08 West for a distance of 391.19' to a 5/8' iron pin set at a point of tangency; thence,

Along the western right-of-way line of CSX Railroad, South 03° 37' 32" West for a distance of 2307.45' to a 5/8" iron pin found, said point being the northeast corner of a 175.53 acre tract of land conveyed to Peggy A. Seeley, as described in ORV 779 Page 5048; thence,

Along the northerly line of said 175.53 acre tract, and then along a portion of the northerly line of a 1.247 acre tract of land conveyed to Kenneth W. Pruitt Jr. and Ginger Pruitt as described in ORV 762 PG 2380, North 87° 02' 49" West for a distance of 4325.46' to a point on the centerline of Bulen Pierce Road, passing over a 5/8" iron pin set at a distance of 2344.85' from the beginning of this course, also passing over a 3/4" iron pin found at a distance of 2351.98' from the beginning of this course; thence,

Along the eastern line of a 4.595 acre tract conveyed to The R. Joseph Defelice Trust, as described in ORV 593 Page 48, and then along the eastern line of a 2.421 acre tract conveyed to Mijolyan Investment, LLC as described in ORV 639 Page 896, and then along the eastern line of a 3.53 acre tract conveyed to Michael A. Defelice and Maureen J. Defelice, as described in ORV 135 Page 164, North 03° 46' 54" East for a distance of 1753.67' to a 3/4" pipe, said pipe being the northeast corner of said 3.53 acre tract, passing over a 5/8" iron pin set at a distance of 20.00' from the beginning of this course, also passing over a 3/4" pipe found at a distance of 831.16', also passing a 3/4" pipe found at a distance of 1244.47; thence,

Along the northern line of said 3.53 acre tract, North 86° 01' 55 West for a distance of 698.72', passing a 5/8" iron pin set at 678.72', to the point of beginning, containing 317.247 acres of land, more or less, of which 4.187 acres are within road right-of-way, as determined by Michael L. Keller, Professional Surveyor, Ohio License No. 7978, based on a survey performed by The Kleingers Group in April, 2021.

TUESDAY, APRIL 29, 2025
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

Basis of bearings for the herein-described courses is the State Plane Coordinate System Ohio South Zone (NAD83-2011), with the west line of section 14 being North 03° 48' 46" East, based on a GPS survey utilizing CORS station "OHPI".

Iron pins set are 5/8" diameter rebar, 30" in length, with plastic identifier caps stamped "THE KLEINGERS GROUP".

Subject to any easements, restrictions, covenants, ordinances or agreements of record.

EXHIBIT A-II

The Land referred to herein below is situated in the County of Pickaway, State of Ohio, and is described as follows:

Parcel 1

Following real estate situated in the County of Pickaway in the State of Ohio and in the Township of Harrison and bounded and described as follows:

Being a part of Section No. 14, Township No. 3, Range 22 MS and beginning at a point on the West line of Section No. 14 N 3 deg. 50' E. 1016.0 feet from the Southwest corner of said Section No. 14;

Thence with the West line of Section No. 14 N 3 deg. 50' E. 754.30 feet to a point; Thence S 86 deg. 05' E 577.5 feet to an iron pin (passing an iron pin at 25.0 feet); Thence S 3 deg. 50' W 754.30 feet to an iron pin;

Thence N. 86 deg. 05' W 577.50 feet to the place of beginning (passing an iron pin at 554.5 feet); containing 10.00 acres more or less. Being a part of the premises conveyed from Maurice E. Kissell and Irene G. Kissell to Gean Clow Crites by deed recorded in Deed Book 152, page 110, Pickaway County records. Being out of a 67.0 acre tract.

The above description taken from a survey made by Dumond-Sifford & Associates, Registered Surveyors, under date April 29, 1969.

Excepting therefrom:

Situated in the State of Ohio, County of Pickaway, Township of Harrison, being part of Sections 14 and 15, Township 3, Range 22, Mathew's Survey of Congress Lands, being 3.53 acres of that 10.00 acre tract of land as described in a deed to Angelo and Betty M. DeFelice, of record in Deed Book 243, Page 9 and out of the 9.33 acre tract of land as described in a deed to Angelo and Betty DeFelice, of record in Deed Book 301, Page 647 (2.92) acres from said 10.00 acre tract and 0.61 acre from said 9.33 acre tract), both references to the records located in the Recorder's Office, Pickaway County, Ohio, said 3.53 acres being more particularly described as follows;

Beginning at a point in the centerline of Shepard Road at the most Northwesterly corner of said 9.33 acre tract;

Thence South 86 degs. 03' 49" East, along the Northerly lines of said 9.33 acre tract and the Northerly line of said 10.00 acre tract, passing a nail found at 2.28 feet, a total distance of 699.78 feet to an iron pin found;

Thence South 3 degs. 45' 00" West, along the Easterly line of said 9.33 acre tract, a distance of 220.00 feet to an iron pin set;

Thence North 86 degs. 03' 49" West, through said 9.33 acre tract and said 10.00 acre tract with a new division line, passing a P.K. nail set at 697.93 feet, a total distance of 699.78 feet to a point in a Westerly line of said 9.33 acre tract;

Thence North 3 degs. 45' 00" East, along said Westerly line, a distance of 220.00 feet to the place of beginning and containing 3.53 acres of land.

Bearings herein conform to those of record in Deed Book 301, Page 647, Recorder's Office, Pickaway County, Ohio. Iron pins set consist of a 1" (O.D.) iron pipe, 30" long with a plastic cap stamped "M-E Bldg Consultants"

TUESDAY, APRIL 29, 2025
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

This description was prepared by M-E Building Consultants, Inc., Civil Engineering Division, based on information obtained from an actual field survey on June 14, 1988.

Parcel 2:

Situate in the State of Ohio, County of Pickaway, Township of Harrison, being a part of Section 14, Township 3, Range 22, Mathew's Survey of Congress Lands, and being also a 1.683 acre portion of a 8.72 tract (Tract 2) as conveyed to Angelo DeFelice and Betty M. DeFelice by deed of record in Official Record 542, Page 223, Recorder's Office, Pickaway County, Ohio and being more particularly bounded and described as follows:

Commencing at a 1" solid iron pin (found) at the centerline intersection of Shepherd Road (aka Shepard Road) and Bulen- Pierce Road, said iron pin being the Southwest corner of a 8.97 acre tract as conveyed to R. Joseph DeFelice by deed of record in Deed Book 301, Page 644, Recorder's Office, Pickaway County, Ohio, and said iron pin being also the Southwest corner of said Section 14;

Thence North 3 degrees 44 minutes 18 seconds East, a distance of 849.95 feet along the said centerline of Shepherd Road, along the Westerly line of the said 8.97 acre tract, and also along the West line of said Section 14 to a bolt (found) at the Southwesterly corner of the said 8.72 acre tract, said bolt being the Northwest corner of the said 8.97 acre tract, and said bolt being also at the True Point of Beginning of the herein described tract of land;

Thence North 3 degrees 44 minutes 18 seconds East, a distance of 162.32 feet continuing along the said centerline of Shepherd Road, along the Westerly line of the said 8.72 acre tract, and also along the West line of said Section 14 to a spike (set) in the said centerline of Shepherd Road, said spike being in the Westerly line of the said 8.72 acre tract, and said spike being also in the West line of Section 14;

Thence South 86 degrees 03 minutes 31 seconds East, a distance of 459.98 feet crossing the said 8.72 acre tract, crossing a p. k. nail (found) at 0.75 feet, along a Northerly line of the said 8.72 acre tract, and also along a Southerly line of a 7.08 acre tract (Tract 1) as conveyed to Angelo DeFelice and Betty M. DeFelice by deed of record in Official Record 542, Page 223, Recorder's Office, Pickaway County, Ohio to a ¾" iron pipe (set) in a said Northerly line of said 8.72 acre tract and said iron pipe being also in the said Southerly line of said 7.08 acre tract;

Thence South 3 degrees 44 minutes 18 seconds West, a distance of 156.45 feet crossing the said 8.72 acre tract to a ¾" iron pipe (set) at the Northeast corner of the said 8.97 acre tract and said iron pipe being also at a Southwesterly corner of the said 8.72 acre tract;

Thence North 86 degrees 47 minutes 20 seconds West, a distance of 460.00 feet along a Southerly line of the said 8.72 acre tract, and also along the Northerly line of the said 8.97 acre tract to the True Point of Beginning, containing 1.683 acres, more or less.

This description is based upon a field survey as performed by Matmar, Inc. in June and August, 2004 on deeds and plats of record in the Recorder's Office, Pickaway County, Ohio and as labeled herein. Iron pipes set are ¾" I.D., 30" in length with a plastic plug, placed in the top, inscribed with the name "Matmar, Inc".

Bearings shown herein are based on the centerline of Bulen-Pierce Road and the South line of Section 14 (N86°47'20"W) as shown of record in Official Record 542, Page 223, Recorder's Office, Pickaway County, Ohio.

Matmar, Inc.
Jacob T. Hawk
Ohio Registered Professional Surveyor No. 7038

Parcel 3:

Situate in the State of Ohio, County of Pickaway, Township of Harrison, being a part of Section 14, Township 3, Range 22, Mathew's Survey of Congress Lands, and being also a 2.421 acre portion of a 8.72 acre tract (Tract 2) as conveyed to Angelo DeFelice and Betty M. DeFelice by deed of record in Official Record 542, Page 223, Recorder's Office, Pickaway County, Ohio and being more particularly bounded and described as follows:

TUESDAY, APRIL 29, 2025
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

Commencing at a 1" solid iron pin (found) at the centerline intersection of Shepherd Road (aka Shepard Road) and Bulen- Pierce Road, said iron pin being the Southwest corner of a 8.97 acre tract as conveyed to R. Joseph De Felice by deed of record in Deed Book 301, Page 644, Recorder's Office, Pickaway County, Ohio, and said iron pin being also the Southwest corner of said Section 14;

Thence North 3 degrees 44 minutes 18 seconds East, a distance of 849.95 feet along the said centerline of Shepherd Road, along the Westerly line of the said 8.97 acre tract, and also along the West line of said Section 14 to a bold (found) at a Southwesterly corner of the said 8.72 acre tract and said bolt being the Northwest corner of the said 8.97 acre tract;

Thence South 86 degrees 47 minutes 20 seconds East, a distance of 460.00 feet along a Southerly line of the said 8.72 acre tract and also along the Northerly line of the said 8.97 acre tract to a ¾" iron pipe (set) at the Northeast corner of the said 8.97 acre tract, said iron pipe being also at a Southwesterly corner of the said 8.72 acre tract, and said iron pipe being also at the True Point of Beginning of the herein described tract of land;

Thence North 3 degrees 44 minutes 18 seconds East, a distance of 156.45 feet crossing the said 8.72 acre tract to a ¾" iron pipe (set) in a Northerly line of the said 8.72 acre tract and said iron pipe being also in the Southerly line of a 7.08 acre tract (Tract 1) as conveyed to Angelo DeFelice and Betty M. DeFelice by deed of record in Official Record 542, Page 223, Recorder's Office, Pickaway County, Ohio;

Thence South 86 degrees 03 minutes 31 seconds East, a distance of 117.74 feet along a Northerly line of the said 8.72 acre tract and also along the Southerly line of the said 7.08 acre tract to a ¾" iron pipe (set) at a Northwesterly corner of the said 8.72 acre tract and said iron pipe being also at the Southeasterly corner of the said 7.08 acre tract;

Thence North 3 degrees 51 minutes 55 seconds East, a distance of 534.37 feet along a Westerly line of the said 8.72 acre tract and also along the Easterly line of the said 7.08 acre tract to a ¾" iron pipe (set) at a Northwesterly corner of the said 8.72 acre tract, said point being at the Northeasterly corner of the said 7.08 acre tract, and said point being also in the Southerly line of a 3.53 acre tract as conveyed to Michael A. DeFelice and Maureen J. DeFelice by deed of record in Official Record 135, Page 164, Recorder's Office, Pickaway County, Ohio;

Thence South 86 degrees 04 minutes 39 seconds East, a distance of 120.53 feet along a Northerly line of the said 8.72 acre tract and also along the Southerly line of the said 3.53 acre tract to a ¾" iron pin (found) at a Northeasterly corner of the said 8.72 acre tract, said iron pin being at the Southeasterly corner of the said 3.53 acre tract, and said iron pin being also in the Westerly line of a 38.7 acre tract (Tract 2, Parcel 1) as conveyed to Peters Family Farms, Inc. by deed of record in Deed Book 269, Page 719, Recorder's Office, Pickaway County, Ohio;

Thence South 3 degrees 43 minutes 34 seconds West, a distance of 702.76 feet along the Easterly line of the said 8.72 acre tract and also along the Westerly line of the said 38.7 acre tract to a ¾" iron pipe (set);

Thence North 86 degrees 47 minutes 20 seconds West, a distance of 239.61 feet crossing the said 8.72 acre tract to a ¾" iron pipe (set) in a Westerly line of the said 8.72 acre tract and said iron pipe being also in the Easterly line of the said 8.97 acre tract;

Thence North 3 degrees 44 minutes 18 seconds East, a distance of 14.95 feet along a Westerly line of the said 8.72 acre tract and also along the Easterly line of the said 8.97 acre tract to the True Point of Beginning, containing 2.421 acres, more or less.

This description is based upon a field survey as performed by Matmar, Inc. in June and August, 2004, on deeds and plats of record in the Recorder's Office, Pickaway County, Ohio and as labeled herein. Iron pipes set are ¾" I.D., 30" in length with a plastic plug, placed in the top, inscribed with the name "Matmar, Inc".

Bearings shown herein are based on the centerline of Bulen-Pierce Road and the South line of Section 14 (N86°47'20"W) as shown of record in Official Record 542, Page 223, Recorder's Office, Pickaway County, Ohio.

Matmar, Inc.
Jacob T. Hawk
Ohio Registered Professional Surveyor No. 7038

TUESDAY, APRIL 29, 2025
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

Parcel 4:

Situate in the State of Ohio, County of Pickaway, Township of Harrison, being a part of Section 14, Township 3, Range 22, Mathew's Survey of Congress Lands, and being also a 4.595 acre portion of a 8.72 acre tract (Tract 2) as conveyed to Angelo DeFelice and Betty M. DeFelice by deed of record in Official Record 542, Page 223, Recorder's Office, Pickaway County, Ohio and being more particularly bounded and described as follows:

Commencing at a 1" solid iron pin (found) at the centerline intersection of Shepherd Road (aka Shepard Road) and Bulen- Pierce Road, said iron pin being the Southwest corner of a 8.97 acre tract as conveyed to R. Joseph De Felice by deed of record in Deed Book 301, Page 644, Recorder's Office, Pickaway County, Ohio, and said iron pin being also the Southwest corner of said Section 14;

Thence South 86 degrees 47 minutes 20 seconds East, a distance of 460.00 feet along the said centerline of Bulen-Pierce Road, along the Southerly line of the said 8.97 acre tract, and also along the Southerly line of the said Section 14 to a point (said point being referenced by a ¾" iron pipe - set at North 3 degrees 44 minutes 18 seconds East, 25.00 feet), said point being the Southeast corner of the said 8.97 acre tract, said point being a Southwesterly corner of the said 8.72 acre tract, and said point being also the True Point of Beginning of the herein described tract of land;

Thence North 3 degrees 44 minutes 18 seconds East, a distance of 835.00 feet, passing a ¾" iron pipe (set) at 25.00 feet, along the Easterly line of the said 8.97 acre tract and also along a Westerly line of the said 8.72 acre tract to a ¾" iron pipe (set) in the Easterly line of the said 8.97 acre tract and said iron pipe being also in a Westerly line of the said 8.72 acre tract;

Thence South 86 degrees 47 minutes 20 seconds East, a distance of 239.61 feet crossing the said 8.72 acre tract to a ¾" iron pipe (set) in the Easterly line of the said 8.72 acre tract and said iron pipe being also in a Westerly line of a 38.7 acre tract (Tract 2, Parcel 1) as conveyed to Peters Family Farms, Inc. by deed of record in Deed Book 269, Page 719, Recorder's Office, Pickaway County, Ohio;

Thence South 3 degrees 43 minutes 34 seconds West, a distance of 835.00 feet along the Easterly line of the said 8.72 acre tract and also along a Westerly line of the said 38.7 acre tract to a bolt (found) in the centerline of said Bulen-Pierce Road, said bolt being the Southeasterly corner of the said 8.72 acre tract, said bolt being a Southwesterly corner of the said 38.7 acre tract, and said bolt being also in the South line said Section 14;

Thence North 86 degrees 47 minutes 20 seconds West, a distance of 239.79 feet along the centerline of said Bulen-Pierce Road, along the Southerly line of the said 8.72 acre tract, and also along the South line of said Section 14 to the True Point of Beginning, containing 4.595 acres, more or less.

This description is based upon a field survey as performed by Matmar, Inc. in June and August, 2004, on deeds and plats of record in the Recorder's Office, Pickaway County, Ohio and as labeled herein. Iron pipes set are ¾" I.D., 30" in length with a plastic plug, placed in the top, inscribed with the name "Matmar, Inc".

Bearings shown herein are based on the centerline of Bulen-Pierce Road and the South line of Section 14 (N86°47'20"W) as shown of record in Official Record 542, Page 223, Recorder's Office, Pickaway County, Ohio.

Parcel 5:

Situated in the Township of Harrison, County of Pickaway, State of Ohio, in Section 14 & 15, Township 3, Range 22, Mathew's Survey of Congress Lands and being a part of a 57.00 acre tract conveyed to the Peters Family Farms Inc. as recorded in Deed Book 269, page 719, Recorder's Office, Pickaway County, Ohio. More particularly bounded and described as follows:

Beginning at a ¾ inch solid pin found at the intersection of the center line of Shepard Road and the Bulen-Pierce Road, at the Southwest corner of the above mentioned 57.00 acre tract,

Thence from said beginning point North 03 degrees 45 minutes East 850.00 feet, with the aforesaid center and property line, to a bolt set in said line;

TUESDAY, APRIL 29, 2025
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

Thence South 86 degrees 47 minutes 20 seconds East 460.00 feet, parallel to the South line of said 57.00 acre tract and section 14, to a point;

Thence South 03 degrees 45 minutes West 850.00 feet, parallel to the West line of said 57.00 acre tract, to a bolt set in the South line of said tract and section 15, on the center line of the Bulen-Pierce Road;

Thence North 86 degrees 47 minutes 20 seconds West 460.00 feet, with the aforesaid property, section and center line, to the place of beginning;

To contain 8.97 acres, be the same more or less.

The above description is taken from a survey dated June 6, 1987, by Louis F. Haines, Registered Surveyor Number 4379.

Parcel 6:

Situated in the State of Ohio, County of Pickaway, Township of Harrison, being part of Sections 14 and 15, Township 3, Range 22, Mathew's Survey of Congress Lands, being 3.53 acres of that 10.00 acre tract of land as described in a deed to Angelo and Betty M. DeFelice, of record in Deed Book 243, Page 9 and out of that 9.33 acre tract of land as described in a deed to Angelo and Betty DeFelice, of record in Deed Book 301, Page 647 (2.92 acres from said 10.00 acre tract and 0.61 acre from said 9.33 acre tract), both references to the records located in the Recorder's Office, Pickaway County, Ohio, said 3.53 acres being more particularly described as follows:

Beginning at a point in the centerline of Shepard Road at the most Northwesterly corner of said 9.33 acre tract;

Thence South 86° 03' 49" East, along the Northerly lines of said 9.33 acre tract and the Northerly line of said 10.00 acre tract, passing a nail found at 2.28 feet, a total distance of 699.78 feet to an iron pin found;

Thence South 3° 45' 00" West, along the Easterly line of said 9.33 acre tract, a distance of 220.00 feet to an iron pin set; Thence North 86° 03' 49" West, through said 9.33 acre tract and said 10,00 acre tract with a new division line, passing a P.K. nail set at 697.93 feet, a total distance of 699.78 feet to a point in a Westerly line of said 9.33 acre tract;

Thence North 3° 45' 00" East, along said Westerly line, a distance of 220.00 feet to the place of beginning and containing 3.53 acres of land.

TUESDAY, APRIL 29, 2025
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

EXHIBIT A-III

The Land referred to herein below is situated in the County of Pickaway, State of Ohio, and is described as follows: Situate in the State of Ohio, County of Pickaway and Township of Harrison and bounded and described as follows:

Parcel 1: Being a part of the Northeast quarter of Section 22 of Township 8 in Range 22 Matthews Survey. Beginning in the North line of said Section at a point 132.80 poles East from the Northwest corner of said quarter section;

thence with the section line S. 88 deg. E. 29.20 poles to the North east corner of said section;

thence with the East line of said section S. 2 deg. W. 160.7 poles to the Southeast corner of said quarter section; thence with the South line of said quarter section N. 88 deg. W. 29.95 poles;

thence N. 2 deg. E. 160.5 poles to the beginning, containing 26.25 acres more or less. Excepting out .74 acres of the

1.597 acres O.R. Volume 512, Page 2049 of the Pickaway County Recorder Office.

Containing 25.51 acres, more or less.

Parcel 2: Being the Northwest quarter Section 23 of Township 3 in Range 22 Matthews Survey Excepting thirty acres out of the Southeast corner of said quarter section; beginning at the Southeast corner; extending 80 rods North and South along the East line, and 60 rods East and West along the South line of said quarter section; containing after exception 130.0 acres, more or less. Excepting out .857 acres of the 1.597 acres in O.R. Volume 512, Page 2049 of the Pickaway County Recorder's Office.

Further Excepting the following: Situated in the Township of Harrison, County of Pickaway, State of Ohio, and being a part of Section 23, Township 3, Range 22 bounded and described as follows:

Being a part of Parcel 2 containing 130.00 acre tract as described by deed recorded in Deed Book 255, Page 297 in the Pickaway County Recorder's Office. Beginning at a P.K. nail set in the centerline of Bulen-Pierce Road being the North line of Section 23 and the above referenced 130.00 acre tract S 86 deg. 47' 20" E 343.81 feet distant from an iron pin found at the Northwest corner of Section 23;

thence continuing with said centerline, Section line and North line S 86 deg. 47' 20" E 250.00 feet to a spike found being Northwest corner to a 1.247 acre tract (see Deed Book 319, Page 367);

thence with the West line of said tract S 3 deg. 12' 40" W 260.00 feet (passing an iron pin found at 18.00 feet) to an iron pin found;

thence with two new lines the following calls; N 86 deg. 47' 20" W 250.00 feet to an iron pin set;

thence N 3 deg. 12' 40" E 260.00 feet (passing an iron pin set at 230.00 feet) to the place of beginning. Containing 1.492 acres, more or less.

Further Excepting the following: Situated in the Township of Harrison, County of Pickaway, State of Ohio, in the Northwest Quarter of Section 23, Township 3, Range 22, Matthew's Survey of Congress Lands and being a part of a 130.00 acre tract conveyed to Lucille Blake and Beulah Lambert (L.E.), as recorded in Deed Book 255, Page 297, Recorder's Office, Pickaway County, Ohio. More particularly bounded and described as follows:

Beginning at a bolt set on the centerline of Bulen Pierce Road, in the Northerly line of the above mentioned 130 acre tract and quarter section, which bears South 86 degrees 47 minutes 20 seconds East 593.81 feet from the intersection of said road with the center line of Shepard Road, being the Northwesterly corner of said 130 acre tract and quarter section,

thence from said beginning point South 86 degrees 47 minutes 20 seconds East 209.00 feet with said line, to a bolt set in said line, passing a bolt found at 106.00 feet;

thence South 03 degrees 12 minutes 40 seconds West 260.00 feet, to a ½ inch pipe set, passing a ½ inch pipe set at 18.00 feet;

TUESDAY, APRIL 29, 2025
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

thence North 86 degrees 47 minutes 20 seconds West 209.00 feet, parallel to the Northerly line of the aforementioned section, property and centerline, to a ½ inch pipe set;

thence North 03 degrees 12 minutes 40 seconds East 260.00 feet, parallel to the Easterly line of the tract herein described, to the place of beginning, passing a ½ inch pipe set at 242.00 feet; to contain 1.247 acres, be the same more or less.

Containing 126.404 acres, more or less.

Parcel 3: Situate in the State of Ohio, County of Pickaway and Township of Harrison and bounded and described as follows:

Being the N.E. Quarter of Section No. 23, Township 3, Range No. 22, M.S. excepting so much of said Quarter Section as is now owned by the Northfolk & Western Railway Company, The Scioto Valley Traction Company and The Chesapeake & Ohio Railway Company.

Also thirty (30) acres of out the S.E. corner of the N.W. Quarter of Section 23, Township 3, Range 22, M.S. the same to begin at the S.E. Corner of said Quarter and to extend eighty (80) rods along the East line of said Quarter and to extend eighty (80) rods along the East line of said Quarter and to extend sixty (60) rods East and West. Containing 177.59 acres, more or less.

Excepting the following: Being a part of the Northeast quarter of Section 23, Township 3 North, Range 22 West, and being a part of Mathews Survey of Congress Lands, Harrison Township, Pickaway County, Ohio, and being more particularly described as follows:

Beginning for reference at an iron pin found at the center of Section 23, Township 3 North, Range 22 West, M. S., Harrison Township, Pickaway County, Ohio, said iron pin also being in the center of Bulen-Pierce Road;

thence North 4 degrees 01' 06" East with the half section line of said Section 23 and the center of said road a distance of 674.70 feet to a railroad spike set in the said half section line and the center of Bulen-Pierce Road, and the principal place of beginning of the parcel being described;

thence, North 4 degrees 01' 06" East, continuing with said half section line and center of said road, a distance of 300.02 feet to a railroad spike set;

thence, South 85 degrees 58' 58" East, leaving said half section line and said road, a distance of 299.87 feet to an iron pin found, passing an iron pin found at 24.94 feet;

thence, South 4 degrees 01' 27" West a distance of 300.05 feet to an iron pin found;

thence, North 85 degrees 58' 41" West a distance of 299.84 feet to the principal place of beginning, passing an iron pin found at 274.94 feet. The parcel, as described above, contains 2.065 acres, more or less.

The basis for bearing is the East line of the Northwest quarter of Section 23, which bears North 4 degrees 01' 06" East. Containing 175.53 acres.

Parcel 4: Being a part of the Northeast quarter of Section 23, Township 3 North, Range 22 West, and being a part of Mathews Survey of Congress Lands, Harrison Township, Pickaway County, Ohio, and being more particularly described as follows:

Beginning for reference at an iron pin found at the center of Section 23, Township 3 North, Range 22 West, M. S., Harrison Township, Pickaway County, Ohio, said iron pin also being in the center of Bulen-Pierce Road;

thence North 4 degrees 01' 06" East with the half section line of said Section 23 and the center of said road a distance of 674.70 feet to a railroad spike set in the said half section line and the center of Bulen-Pierce Road, and the principal place of beginning of the parcel being described;

thence, North 4 degrees 01' 06" East, continuing with said half section line and center of said road, a distance of 300.02 feet to a railroad spike set;

TUESDAY, APRIL 29, 2025
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

thence, South 85 degrees 58' 58" East, leaving said half section line and said road, a distance of 299.87 feet to an iron pin found, passing an iron pin found at 24.94 feet;

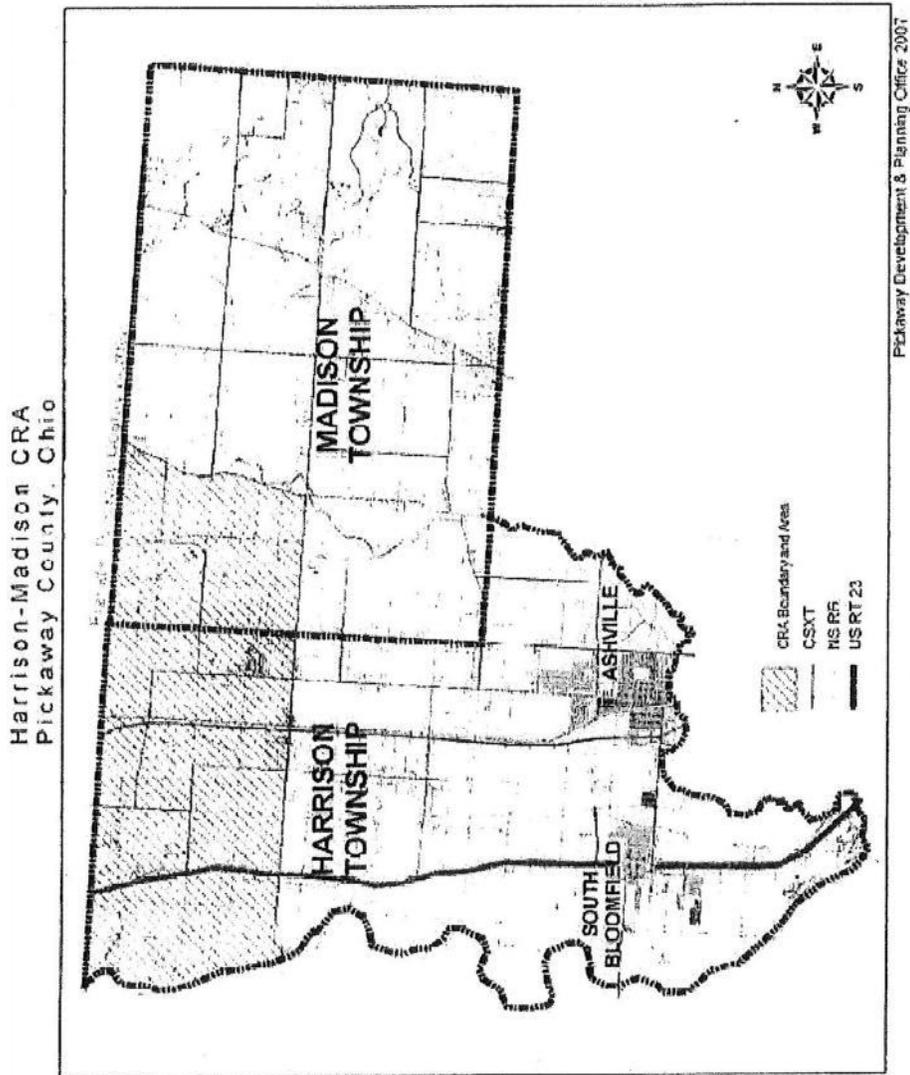
thence, South 4 degrees 01' 27" West a distance of 300.05 feet to an iron pin found;

thence, North 85 degrees 58' 41" West a distance of 299.84 feet to the principal place of beginning, passing an iron pin found at 274.94 feet. The parcel, as described above, contains 2.065 acres, more or less.

The basis for bearing is the East line of the Northwest quarter of Section 23, which bears North 4 degrees 01' 06" East.

**EXHIBIT A-IV TO CRA AGREEMENT DEPICTION OF
NORTHERN INDUSTRIAL CRA**

EXHIBIT A



TUESDAY, APRIL 29, 2025
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

EXHIBIT A-V
PROJECT SITE PLAN

The Exempted Property is the real estate situated in the Township of Harrison, County of Pickaway and State of Ohio identified by the Pickaway County Auditor for tax year 2023 as parcel numbers D1200030027200, D1200030027600, D1200030027500, D1200030027400, D1200030027300, D1200030027700, D1200030027100, D1200030026700, D1200030026701, D1200030026800, D1200030026900, D1200030027104, D1200030027101, D1200030027106, D1200030027107, D1200030027102, and D1200030027105.



TUESDAY, APRIL 29, 2025
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

EXHIBIT B

NICRA INCENTIVE POLICY

**NORTHERN INDUSTRIAL COMMUNITY
REINVESTMENT AREA-
TAX INCENTIVE POLICY**

Effective July 5, 2023

With high demand for industrial space and low supply, the market for shovel-ready industrial sites in Pickaway County presents a unique opportunity to leverage the established success of the county's Northern Industrial Community Reinvestment Area (NICRA), as depicted in Exhibit A to this Policy. *Industrial* may be in the name of the CRA, however not all industrial uses are the same. Manufacturing, including specifically, but not limited to: (a) advanced manufacturing, (b) advanced energy manufacturing (c) technology related research and development, (d) industrial internet of things process engineering, (e) additive manufacturing, (f) 3-D printing, (g) automation, and (h) advanced materials and advanced metal alloy processing, will produce high-quality, sustainable, in-demand jobs in the county and continue to foster an environment of economic self-sufficiency in and around the local communities within Pickaway County. It is the intent of this Tax Incentive Policy to encourage the best-and highest use for industrial projects within the NICRA. This Policy may be amended, supplemented, or superseded by further action by the Pickaway County Board of County Commissioners (Commissioners) in consultation with the Pickaway County Port Authority (PCPA) and Pickaway Progress Partnership (P3) after taking into account market activities and market conditions and any other relevant circumstances within the County to foster economic growth.

Applicants seeking to leverage the tax incentives available in the NICRA are encouraged to engage PCPA, P3, and the Commissioners on proposed site plans and requested incentives as soon as practicable. This Policy is intended to outline the broad guidelines for projects within NICRA. PCPA and P3 are empowered to consider the merits of each project application received, and tailor the offered incentives on a per-project basis holistically in order to achieve the objectives of this Policy and/or the objectives of the Commissioners.

I. Manufacturing Projects

Manufacturing is defined for purposes of this Policy as: any process in which materials are changed, converted, or transformed into a different state or form from which they previously existed and includes refining materials, assembling parts, and preparing raw materials and parts by mixing, measuring, blending, or otherwise committing such materials or parts to the manufacturing process.

TUESDAY, APRIL 29, 2025
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

Manufacturing projects must identify the specific manufacturing use at the point of application for the tax incentive. Manufacturing projects approved by the County within the NICRA are eligible for the following incentive parameters:

100% tax abatement;

- Tax abatement applies for full 15 years per project, with automatic County approval of additional remodeling and future site-improvements; and
- Includes new construction and remodeling.

To be eligible for a NICRA tax abatement, all manufacturing projects must:

- Utilize the PCPA sales tax exemption program. See Section 4, below.
- Negotiate School Compensation Agreements. See Section 3, below.
- Agree to pay local fees to the County and P3 for each year during which the tax abatement applies.

2. Non-Manufacturing Projects

Eighteen (18) Month Moratorium on Distribution Center Uses – Unless otherwise approved by the County, no Owner of a Parcel within the NICRA shall be entitled to a tax exemption hereunder for a Building constructed on such Parcel that is to be used as a distribution or fulfillment center, being a Building that is operated substantially as a product storage and shipping facility for the storage or distribution of goods (a “Distribution Center”) (the “Distribution Center Moratorium”). The Distribution Center Moratorium, applies eighteen (18) months after the effective date of each Owner’s CRA agreement. For purposes of this Policy, a Building is operated substantially as a Distribution Center, if 25% or more of the final square footage, as certified in the Owner’s Certificate of Occupancy, of any Building is dedicated to use as a Distribution Center.

After the Moratorium End Date, Developer or any other Owner of a Parcel of the NICRA can construct a Distribution Center on any Parcel of the NICRA, and such Distribution Center shall be entitled to a tax exemption for a non-manufacturing use as outlined below. The Commissioners may consider requests to reduce or eliminate the Distribution Center Moratorium for specific Distribution Center projects, upon written request from the PCPA Executive Director after consideration of the merits of the project application.

Projects not meeting the definition for manufacturing, and not otherwise subject to the Distribution Center Moratorium, are eligible for the following incentive parameters:

- 15-year tax abatement;
- Percentages of abatement;
 - Years 1-10: 100%
 - Years 11-15: 50%
- Includes new construction and remodeling;

TUESDAY, APRIL 29, 2025
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

- Project owner may request approval from the Commissioners to increase tax exemption for remaining years of abatement to 100% under at least one following eligibility circumstances:
 - Upon identifying a manufacturing user or subsequent owner;
 - Upon identifying a significant job creation operation that is not a manufacturing use but that creates at least 100 new jobs with a FTE base salary of at least \$75,000 per job; or
 - Making PILOT payments to the County and to any affected taxing jurisdiction for the amount of taxes that will be exempted with respect to desired additional exemption percentage.

To be eligible for a NICRA tax abatement, all non-manufacturing projects must:

- Utilize the PCPA sales tax exemption program. See Section 4, below.
- Negotiate School Compensation Agreements. See Section 3, below.
- Agree to pay local fees to the County and P3 for each year during which the tax abatement applies.

3. Project Owner Responsibility for School Agreement or School Compensation

NICRA tax abatements require the consent of both the affected regular school district and the affected joint vocational school district under current law for any abatement granted in excess of 75%, including specifically Ohio Revised Code 3735.671(A)(1)-(4).

Property owners may negotiate and reach individual agreements with each affected school district and joint vocational school district. Agreements may contain negotiated one-time compensation, direct compensation payments, in-kind contributions, any combination of these items and any other appropriate terms and conditions acceptable to each school district and joint vocational school district. A valid written agreement with or consent waiver from each affected school district and joint vocational school district is necessary to comply with Ohio Revised Code Section 3735.671(A)(1)-(4) for NICRA tax abatements and to secure the Commissioners' support.

4. Pickaway County Port Authority Sales Tax Exemption Program

The PCPA was established in 2021 as an economic development-focused entity that assists in various development projects across Pickaway County. PCPA directly participates in certain aspects of capital investment and infrastructure development in support of developing sites. The Port's sales tax exemption program was designed to assist new capital investment in Pickaway County by partially exempting sales taxes paid on construction materials for projects supported by the Port Authority.

To be eligible for a NICRA tax abatement, a project must utilize the Port's sales tax exemption program. Generally, the terms of each sales tax exemption are subject to negotiation following

TUESDAY, APRIL 29, 2025
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

the payment of a deposit and the development of acceptable terms between the Port Authority and a project sponsor.

PCPA charges a fee for each development that uses the exemption program equal to at least 25% and no greater than 50% of the sales tax avoided due to the exemption. The Port uses the fees it generates from the sales tax exemption program in part to support individual sites under development, in part to assist communities with infrastructure needs, and in part to further broader economic development goals within Pickaway County. PCPA sales tax exemption program therefore results in net savings of between 50% and 75% of the sales tax that would have been paid with respect to construction materials but for the exemption. The Port may, in its discretion, consider fees less than 25% of the sales tax avoided due to the exemption for any manufacturing projects. Port fees are subject to change by action of the PCPA Board of Directors, and net savings may vary based on the actual hard costs and the actual labor costs for a project.

If the Owner does not wish to use PCPA for the exemption of sales tax on construction materials, it shall make one-time Payment in Lieu of Taxes (PILOT) to the Port equal in an amount that is agreed upon by the Owner and PCPA. The PILOT to the PCPA is due 30 days after the receipt of the Owner's Certificate of Occupancy for the Building.

TUESDAY, APRIL 29, 2025
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

EXHIBIT C
FORM OF PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT

This PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT (this “Agreement”) is made and entered into by and between _____, a _____ [limited liability company][corporation] (“Assignee”), _____, a _____ [limited liability company][corporation] (“Assignor”), and Pickaway County, Ohio (the “County”). Except as otherwise provided herein, capitalized terms used herein shall have the same meaning as in the Community Reinvestment Act Agreement (as hereinafter defined).

WITNESSETH THAT:

WHEREAS, [Assignor or, if different, Developer] and the County have entered into that certain Northern Industrial Area Community Reinvestment Act Agreement dated April 29, 2025 (as amended from time to time, the “Community Reinvestment Act Agreement”) relating to CRA Exemptions that may be granted by the County with respect to Buildings to be constructed on approximately 680 acres of land located within Harrison Township, Ohio (the “Project Site”); and

WHEREAS, Assignor has entered a purchase agreement with Assignee whereby Assignee will acquire from Assignor a Parcel of the Exempted Property (that Parcel being referred to herein as the “Transferred Property” and is further described on Exhibit A hereto) on which [a Building subject to a CRA Exemption is currently located][Assignee will construct a Building that is eligible for CRA Exemption]; and

WHEREAS, in connection with the anticipated and planned conveyance of the Transferred Property by the Assignor to Assignee, Assignee now wishes to assume the rights and obligations of the Assignor under the Community Reinvestment Act Agreement, and the County has, by Resolution No. _____ passed _____, approved the assignment to and assumption by Assignee of those benefits and obligations on the terms set forth in the Community Reinvestment Act Agreement and the execution and delivery of this Agreement; and

NOW, THEREFORE, in consideration of the circumstances described above, the covenants contained in the Community Reinvestment Act Agreement, and the benefit to be derived by Assignor and Assignee from the execution hereof, the parties hereto agree as follows:

1. From and after the date of execution of this Agreement, Assignee hereby (i) agrees to be bound by, assume and perform, or ensure the performance of, all of the obligations, agreements, covenants and restrictions set forth in the Community Reinvestment Act Agreement to be performed and observed by the Owner with respect to the Transferred Property; and (ii) certifies to the validity, as to Assignee as of the date of this Agreement, of the representations, warranties, and covenants made by Assignor in the Community Reinvestment Act Agreement with respect to the Transferred Property, other than as set forth below. Such obligations, agreements, covenants, restrictions, and warranties include, but are not limited to, those contained in the Community Reinvestment Act Agreement as they relate to the Transferred Property.

2. Assignee currently estimates there will be created at the Transferred Property by the year [20__] approximately _____ full-time equivalent permanent employees, with a total new payroll of approximately \$_____ upon full build-out of the Building on the Transferred Property. Such estimates evidence the Building’s proportional contribution to the estimated jobs and payroll for the Project as set forth in Section 2 of the Community Reinvestment Act Agreement, provided that such number of jobs and payroll may be proportionally reduced as provided in Section 2 thereof. Notwithstanding the foregoing, Assignee will be responsible for the creation of at least 1 job per 5,000 square feet of space at an annual salary per job of at least \$50,000 within three years of receiving the certificate of occupancy for the Building. As of the date of this Agreement, Assignee has no full-time equivalent permanent employees at the Project. Therefore, no employee positions are expected to be retained by Developer due to construction of the Building or Buildings on the Transferred Property. 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 CRA Exemption provided in the Community Reinvestment Act Agreement with respect to the Transferred Property, except as outlined in Section 8 of the Community Reinvestment Act Agreement.¹

3. Assignee further certifies that (i) Assignee is not a party to a prior agreement granting an exemption from property taxation for a structure in Ohio, at which structure has discontinued operations prior to the

¹ To be modified as appropriate if a Building has already been constructed on the Transferred Property.

TUESDAY, APRIL 29, 2025
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

expiration of the term of that prior agreement and within the three (3) years immediately prior to the date of this Agreement, (ii) nor is Assignee a “successor” to, nor “related member” of, a party as described in the foregoing clause (i). As used in this paragraph, the terms “successor” and “related member” have the meaning as prescribed in Revised Code Section 3735.671(C).

4. Assignee further certifies that it is in compliance with State of Ohio campaign financing laws contained in Revised Code Chapter 3517, including, but not limited to, divisions (1)(1) and (3) and (J)(1) and (3) of Revised Code Section 3517.13, as applicable. Assignor hereby certifies that it is not aware of any violations of any provisions of Revised Code Section 2921.42 in connection with this Agreement. Assignee acknowledges that the Community Reinvestment Act Agreement provides for specific investments by Assignee in compensation for the award of economic development incentives for the Building on the Transferred Property. Assignee agrees to cooperate in the execution of any further agreements and documents and any real property declaration of covenants for the purpose of implementing and securing the Community Reinvestment Act Agreement.

5. The County agrees that, from and after the Effective Date, as to the Transferred Property, Assignee has and shall have all entitlements and rights to CRA Exemptions, and obligations, as both (a) an “Owner” under the Community Reinvestment Act Agreement, and (b) in the same manner and with like effect as if Assignee had been an original signatory to the Community Reinvestment Act Agreement.

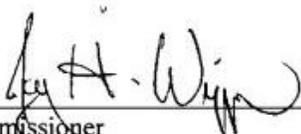
6. Notices to Assignee with respect to the Community Reinvestment Act Agreement shall be addressed as follows:

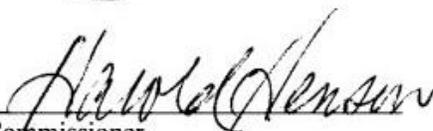
If to Assignee: [To be provided]

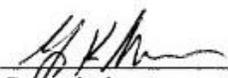
7. Upon execution of this Agreement, Assignor is released from all liability under the Community Reinvestment Act Agreement with respect to the Transferred Property.

This Agreement is approved by:

COUNTY OF PICKAWAY, OHIO

By: 
Commissioner

By: 
Commissioner

By: 
Commissioner


Pickaway County Prosecutor
Approved-as-to-form

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

TUESDAY, APRIL 29, 2025
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

**In the Matter of
Resolution Declaring the Improvement of Certain Parcels
In The Unincorporated Township of Harrison, County of Pickaway
To be a Public Purpose and Exempt from Real Property Taxation
For a Specified Period; Designating Public Infrastructure Improvements
That Will Directly Benefit Such Parcels; Requiring the Owners of Such Parcels
To Make Annual Service Payments In Lieu Of Taxes; Establishing
The Coyne Redevelopment Tax Equivalent Fund; Authorizing
The Execution of a Tax Increment Financing Agreement;
Authorizing the Execution of a School Compensation Agreement;
And Authorizing Related Actions Pursuant to Ohio Revised Code
Sections 5709.77 Through 5709.80**

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

Resolution No.: PC-042925-32

A RESOLUTION DECLARING THE IMPROVEMENT OF CERTAIN PARCELS IN THE UNINCORPORATED TOWNSHIP OF HARRISON, COUNTY OF PICKAWAY TO BE A PUBLIC PURPOSE AND EXEMPT FROM REAL PROPERTY TAXATION FOR A SPECIFIED PERIOD; DESIGNATING PUBLIC INFRASTRUCTURE IMPROVEMENTS THAT WILL DIRECTLY BENEFIT SUCH PARCELS; REQUIRING THE OWNERS OF SUCH PARCELS TO MAKE ANNUAL SERVICE PAYMENTS IN LIEU OF TAXES; ESTABLISHING THE COYNE REDEVELOPMENT TAX EQUIVALENT FUND; AUTHORIZING THE EXECUTION OF A TAX INCREMENT FINANCING AGREEMENT; AUTHORIZING THE EXECUTION OF A SCHOOL COMPENSATION AGREEMENT; AND AUTHORIZING RELATED ACTIONS PURSUANT TO OHIO REVISED CODE SECTIONS 5709.77 THROUGH 5709.80.

WHEREAS, Ohio Revised Code (“R.C.”) Sections 5709.77 through 5709.80 (the “TIF Statutes”) provide that this Board may, under certain circumstances, declare “improvement” (as defined in the TIF Statutes) to parcels of real property located in the unincorporated Township of Harrison, County of Pickaway (the “County”) to be a public purpose and exempt from real property taxation, specify public infrastructure improvements that will directly benefit those parcels, provide for payments in lieu of taxes by the owners of those parcels, and establish a redevelopment tax equivalent fund; and

WHEREAS, the parcels of real property identified in Exhibit A, attached hereto and incorporated by reference herein (collectively, the “Property”), are located in the unincorporated territory of the County, with each parcel of real property within the Property referred to herein as a “Parcel” and collectively as the “Parcels” (whether as presently appearing on County tax duplicates or as subdivided or combined and appearing on future tax duplicates); and

WHEREAS, there are plans in place for Coyne Rickenbacker, LLC (the “Developer”) to develop a portion of the Property by constructing, or have constructed, a series of commercial and industrial facilities and related site improvements (collectively, the “Project”); and

WHEREAS, pursuant to this Resolution, the Board desires for the Property to be subject to a thirty (30) year, one hundred percent (100%), exemption (the “TIF Exemption”), and for the TIF Exemption, with the TIF Exemption for each Parcel commencing the tax year in which an exempted improvement first appears on the tax list and duplicate of real and public utility property after the effective date of this Resolution, and ending for each Parcel 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 the TIF Statutes; and

WHEREAS, to assist the Developer with the completion of the Project, this Board desires to make or cause to be made the public infrastructure improvements in the County described in Exhibit B attached hereto and incorporated by reference herein (the “Public Infrastructure Improvements”), that once made would directly benefit the Property; and

WHEREAS, this Board has determined to provide for the execution and delivery of a tax increment financing agreement, substantially in the form attached to this Resolution as Exhibit C between the County and the Developer for the reimbursement of the costs of certain Public Infrastructure Improvements expended by the Developer; and

TUESDAY, APRIL 29, 2025
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

WHEREAS, this Board has determined that it is necessary and appropriate and in the best interests of the County to provide for service payments in lieu of real property taxes (“Service Payments,” as further defined below) with respect to the Parcels, pursuant to R.C. Section 5709.79; and

WHEREAS, under R.C. Section 5709.80, this Board has determined to establish a redevelopment tax equivalent fund for the deposit of such annual service payments in lieu of taxes, to be held in the custody of the County Auditor of Pickaway County, Ohio (the “County Auditor”), as fiscal officer of the County and this Board; and

WHEREAS, pursuant to the authority granted under R.C. Sections 5709.80 and 5709.82(B), this Board intends to cause the County Treasurer of Pickaway County, Ohio (the “County Treasurer”) to pay a portion of the service payments in lieu of taxes to each of the Board of Education of the Teays Valley Local School District (the “School District”) and the board of education of the Eastland-Fairfield Career and Technical School District (the “JVSD”) and, together with the School District, the “School Districts”) in an amount equal to the amount of real property taxes each of the School Districts would have received had this Resolution not been adopted; and

WHEREAS, to memorialize the terms of such compensation to the School Districts, the County has further determined to provide for the execution and delivery of a School District Compensation Agreement by and among the County, and the School District, substantially in the form attached hereto as Exhibit C (the “Compensation Agreement”); and

WHEREAS, notice of this proposed Resolution has been delivered to the Boards of Education of the School District and of the JVSD in accordance with R.C. Sections 5709.78 and 5709.83, or such notice has been waived; and

WHEREAS, The Board of Education of the School District passed Resolution No. _____ approving the TIF Exemption and the Compensation Agreement at its _____, 2025 board meeting pursuant to R.C. Sections 5709.80 and 5709.82(B); and

WHEREAS, this Board previously created a tax incentive review council (“TIRC”), and therefore the requirements of R.C. Section 5709.85(A), which requires the legislative authority of any county granting an exemption from taxation under R.C. Section 5709.78 to create a tax incentive review council, has been fully satisfied; and

WHEREAS, in connection with the Project, the County and the Developer have entered into a Community Reinvestment Area Agreement (the “CRA Agreement”), which provides for a one hundred percent (100%) real property tax abatement for each building or structure comprising part of the Project for which new construction, or subsequent remodeling of new construction is commenced for a period of fifteen (15) consecutive taxable years (the “CRA Exemption”); and

WHEREAS, the County and the Developer intend for the CRA Exemption(s) to take priority over the TIF Exemption(s).

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

Section 1. The Public Infrastructure Improvements described in Exhibit B hereto intended to be made or caused to be made by the County are hereby designated as public infrastructure improvements that, once made, will directly benefit the Property. The County shall construct, or cause to be constructed, the Public Infrastructure Improvements.

Section 2. Pursuant to and in accordance with the provisions of R.C. Section 5709.78, and, in particular, R.C. Section 5709.78(A), this Board hereby finds and determines that one hundred percent (100%) of the increase in the assessed value (which increase in assessed value is herein referred to as the “Improvement” or “Improvements” as defined in R.C. Section 5709.77) of each Parcel (as each may be subdivided or combined in connection with the acquisition or development of a Parcel) after the effective date of this Resolution is hereby declared to be a public purpose and shall be exempt from taxation for a thirty (30) year period commencing with the earlier of the first day of (i) the tax year for which there is an Improvement with respect to a 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 (each a “Commencement Date”), and ending for each Parcel 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 the TIF Statutes. Under R.C. Section 5709.78(F), the exemption shall apply to the Improvement to each Parcel on a parcel-by-parcel basis. The Commencement Date for an Improvement may occur within a different tax year than the Commencement Date for an Improvement on any other Parcel, and

TUESDAY, APRIL 29, 2025
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

the Improvement on each Parcel shall have a separate exemption term of thirty (30) years, commencing on its respective Commencement Date and ending on the date that is thirty (30) years after that Commencement Date or the date on which the County can no longer require annual service payments in lieu of taxes, in accordance with the TIF Statutes. In no case shall any Improvement on any Parcel be exempted from taxation for longer than thirty (30) years. In no case shall any Parcel subject to the exemption granted by this Resolution be included within an incentive district created or to be created by this Board under R.C. Section 5709.78(B) or any incentive district created or to be created under R.C. Section 5709.73(C). The exemption for each Improvement shall be subordinate to any exemption provided under the CRA Agreement, irrespective of who files the exemption application under R.C. Section under R.C. 5709.911.

Section 3. As provided in R.C. Section 5709.79, the current and future owners (each an “Owner,” and collectively, the “Owners”) of each Parcel of the Property are hereby required to and shall pay the Service Payments to the County Treasurer on or before the final dates for payment of real property taxes, which Service Payments shall be deposited in the Coyne Redevelopment Tax Equivalent Fund (the “TIF Fund”) established in Section 4 hereof. This Board hereby authorizes the Board President and other appropriate officers of the County, to provide such information and certifications, and execute and deliver or accept delivery of such instruments, as are necessary and incidental to collect those Service Payments, and to make such arrangements as are necessary and proper for payment of the Service Payments. The Service Payments shall be allocated and deposited in accordance with Sections 5 and 6 of this Resolution.

No Owner shall, under any circumstances, be required for any tax year to both pay Service Payments with respect to an Improvement and reimburse local taxing authorities for the amount of real property taxes that would have been payable to local taxing authorities had the Improvement not been exempted from taxation pursuant to this Resolution.

Section 4. This Board hereby establishes, pursuant to, and in accordance with, the provisions of R.C. Section 5709.80, the TIF Fund, into which shall be deposited all of the Service Payments distributed to the County by or on behalf of the County Treasurer with respect to the Improvement of each Parcel of the Property, as provided in R.C. Section 5709.79. The TIF Fund shall be maintained in the custody of the County and the Service Payments deposited in the TIF Fund shall be used solely for the purposes authorized in the TIF Statutes, and this Resolution.

The TIF Fund shall remain in existence so long as Service Payments are collected and used for the aforesaid purposes, after which said TIF Fund shall be dissolved in accordance with R.C. Section 5709.80. Upon dissolution, any incidental surplus money remaining in the TIF Fund shall be transferred to the general fund of the County, as provided in R.C. Section 5709.80(D).

Section 5. At the same time and in the same manner as real property tax distributions, the County Treasurer shall distribute the Service Payments as follows:

FIRST, to each of the School Districts, the amount of Service Payments equal in amount to the amount of real property taxes each of the School Districts would have received had this Resolution not been adopted; and

SECOND, to the County Auditor for deposit in the TIF Fund.

The County shall then distribute Service Payments on deposit in the TIF Fund in accordance with the TIF Agreement, the TIF Statutes and this Resolution.

Section 6. This Board hereby approves the TIF Agreement with the Developer and authorizes this Board to execute, deliver, and perform the TIF Agreement, substantially in the form now on file with this Council, and attached to this Resolution as Exhibit C, with such modifications to the form of the TIF Agreement as shall be approved by the Board, shall not be materially adverse to the County, and shall be consistent with this Resolution, all of which shall be conclusively evidenced by the signatures of a majority of the members of this Board on the TIF Agreement. This Board is further hereby authorized to execute and deliver any additional agreements or instruments as the Board shall deem necessary to carry out the purposes of this Resolution and the TIF Agreement, and the County is hereby authorized to perform its obligations under any of those agreements or instruments.

Section 6. To memorialize the payment of compensation to the School Districts described in Section 5 of this Resolution, this Board hereby approves the Compensation Agreement and authorizes the County to execute, deliver, and perform the Compensation Agreement. This Board is hereby authorized and directed, for and on behalf of the County, to execute and deliver the Compensation Agreement, substantially in the form attached hereto as Exhibit D, together with such modifications to the form of the Compensation Agreement as shall be approved by legal counsel the Board, shall not be materially adverse to the County, and shall be consistent with this Resolution, all of which shall be conclusively evidenced by the Boards signatures on the

TUESDAY, APRIL 29, 2025
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

Compensation Agreement. This Board is further hereby authorized to execute and deliver any additional agreements or instruments as the Board shall deem necessary to carry out the purposes of this Resolution and the Compensation Agreement, and the County is hereby authorized to perform its obligations under any of those agreements or instruments.

Section 7. This Board further authorizes and directs the Board President, or any other appropriate County official as directed by the Board President, to: (i) make arrangements necessary and proper for the collection of Service Payments from Owners; (ii) make payment of the Service Payments to the County to be deposited into the TIF Fund; (iii) prepare and sign all agreements and instruments as may be necessary to implement this Resolution, including any applications for real property tax exemption and remission as provided in R.C. Section 5709.911; and (iv) take all other actions as may be appropriate to implement this Resolution.

Section 8. In accordance with R.C. 5709.832, this Board hereby determines that no employer located on the Parcels is to deny any individual employment based on considerations of race, religion, sex, disability, color, national origin or ancestry.

Section 9. The Board hereby appoints the Pickaway County Tax Incentive Review Council (the "Council"). The membership of the Council shall be constituted under R.C. Section 5709.85. The Council shall, in accordance with R.C. Section 5709.85, review annually all exemptions from taxation resulting from this Resolution and any other matters as may properly come before the Council, all under R.C. Section 5709.85.

Section 10. Pursuant to R.C. Section 5709.78(H), the Clerk is hereby directed to deliver a copy of this Resolution to the Director of the Development Services Agency of the State of Ohio within fifteen days after its passage. On or before March 31 of each year that the TIF Exemption set forth herein remains in effect, the Director of Economic Development, or other authorized official of this County, shall prepare and submit to the Director of the Development Services Agency of the State of Ohio the status report required under R.C. Section 5709.78(H).

Section 11. It is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in an open meeting of this Board, and that all deliberations of this Board and any decision making bodies of the County that resulted in such formal actions were in meetings open to the public and in compliance with all legal requirements.

Section 12. This Resolution shall take effect and be in force from and after the earliest period allowed by law.

EXHIBIT A to TIF RESOLUTION
IDENTIFICATION OF THE PROPERTY

The Property is approximately 680 acres of real property acquired or to be acquired by the Developer, and situated in Harrison Township, County of Pickaway, State of Ohio, consisting of all or part of the following parcel numbers, as of tax year 2024, in the records of the Pickaway County Auditor's Office (including any subsequent combinations and/or subdivisions of such current parcel numbers to the extent they are in fact part of the Project), and as described and depicted on the map attached below:

D1200030027200, D1200030027600, D1200030027500, D1200030027400, D1200030027300,
D1200030027700, D1200030027100, D1200030026700, D1200030026701, D1200030026800,
D1200030026900, D1200030027104, D1200030027101, D1200030027106, D1200030027107,
D1200030027102, and D1200030027105.

TUESDAY, APRIL 29, 2025
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO



EXHIBIT B to TIF RESOLUTION

DESCRIPTION OF THE PUBLIC INFRASTRUCTURE IMPROVEMENTS

The Public Infrastructure Improvements consist of any “public infrastructure improvement” permitted under the TIF Statutes and specifically include, but are not limited to, any of the following improvements that will directly benefit the Parcels and all the related costs of those permanent improvements:

- **Roadways.** Construction, reconstruction, extension, opening, improving, maintaining, widening, grading, draining, curbing or changing of the lines and traffic patterns of roads, highways, streets, intersections, bridges (both roadway and pedestrian), sidewalks, bikeways, medians and viaducts accessible to and serving the public, and providing signage (including traffic signage and informational/promotional signage), lighting systems, signalization, and traffic controls, and all other appurtenances thereto, and construction of publicly accessible roadways (whether publicly or privately owned) within or adjacent to the Parcels. Including the continued maintenance of those public roadways and highways.
- **Parking.** Construction, reconstruction, improving, and equipping of surface or structured public parking facilities, including surface and on-street parking facilities along the Roadways described above.
- **Water/Sewer.** Construction, reconstruction or installation of public utility improvements (including any underground municipally owned utilities), storm and sanitary sewers (including necessary site grading therefore), waste treatment, water retention, water and fire protection systems, water distribution lines, and all appurtenances thereto. Including the continued maintenance of those water distribution lines, storm sewers, and sanitary sewers.
- **Environmental/Health.** Implementation of environmental remediation measures necessary to enable the construction of the private improvements on the Parcels or the Public Infrastructure Improvements, and the construction of public health facilities.
- **Utilities.** Construction, reconstruction, burial or installation of gas, electric and communication service facilities and all appurtenances thereto, including, but not limited to those associated with improvements described in “Roadways” above and facilities owned by nongovernmental entities when such improvements are determined to be necessary for economic development purposes. For purposes of this agreement, utilities include all infrastructure necessary to deliver gas to the Site as well as power substations, including those servicing only the Site.
- **Stormwater.** Construction, reconstruction, relocation, modification and installation of stormwater, wetland and flood remediation projects and facilities (including without limitation erosion control, storm drainage and earthwork), both for storm water quantity and quality, including the payment and

TUESDAY, APRIL 29, 2025
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

reimbursement for such projects and facilities on private property when determined to be necessary for public health, safety and welfare.

- **Demolition.** Demolition, including demolition on private property when determined to be necessary for public health, safety and welfare.
- **Parks.** Construction or reconstruction of one or more public parks and park or recreational facilities, including grading, trees and other park plantings, park accessories and related improvements, multi-use trails and bridges, together with all appurtenances thereto.
- **Streetscape/Landscape.** Construction or installation of streetscape and landscape improvements including trees, tree grates, signage, curbs, sidewalks, scenic fencing, street and sidewalk lighting, trash receptacles, benches, newspaper racks, burial of overhead utility lines and related improvements, together with all appurtenances thereto, including, but not limited to streetscape improvements in conjunction with and along the roadway improvements described in “Roadways” above.
- **Real Estate.** Acquisition of real estate or interests in real estate (including easements) (a) necessary to accomplish any of the foregoing improvements or (b) in aid of industry, commerce, distribution or research, including acquisition of interests in the Parcels by one or more public or private entities necessary for redevelopment of the Parcels.
- **Professional Services.** Engineering, consulting, legal, administrative, and other professional services associated with the planning, design, acquisition, construction and installation of the foregoing improvements and real estate.

The Public Infrastructure Improvements above specifically include the costs of financing the Public Infrastructure Improvements, including the items of “costs of permanent improvements” set forth in Ohio Revised Code Section 133.15(B), and incurred with respect to the Public Infrastructure Improvements, which “costs” specifically include any reimbursement payments for the reimbursement of the costs of the Public Infrastructure Improvements and the debt service on, and other expenses relating to the issuance of, any bonds, notes, or other obligations issued to finance the Public Infrastructure Improvements.

All of the Public Infrastructure Improvements described above are hereby determined to be “public infrastructure improvements” as defined in Ohio Revised Code Section 5709.40(A)(8) and are intended to benefit the real property described in Exhibit A.

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

Attest: Angela Karr, Clerk

In the Matter of
Resolution Approving the
Tax Increment Financing Agreement for
Coyne Rickenbacker, LLC:

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

Resolution No.: PC-042925-33

TAX INCREMENT FINANCING AGREEMENT

This Tax Increment Financing Agreement (this “Agreement”) is made and entered into as of April 29, 2025 by and between the COUNTY OF PICKAWAY, OHIO (the “County”), a county duly organized and validly existing under the Constitution and the laws of the State of Ohio (the “State”), on the one hand, and COYNE RICKENBACKER, LLC, an Ohio limited liability company (“Developer”), on the other hand:

WITNESSETH:

TUESDAY, APRIL 29, 2025
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

WHEREAS, Developer owns certain real property situated in Harrison Township, Ohio, 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 may grant exemptions from real property taxes for new structures constructed on the Parcels pursuant to the community reinvestment area agreement by and between the County and Developer (the “CRA Agreement”); and

WHEREAS, the County, by its Resolution passed April 29, 2025 (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 or development of a Parcel) 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, 5709.79, and 5709.80 of the Ohio Revised Code and the TIF Resolution (the “TIF Exemption”); and

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

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 Developer as the initial owner of the Parcels within the Project Area, but only during such ownership by 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 Developer for costs of the Public Infrastructure Improvements, 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, 5709.79 and 5709.80 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 Developer to proceed with the construction of the Public Infrastructure Improvements, the County agrees, and 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 Developer or otherwise) of at least \$175,000 (i.e., an increase in the 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 TIF Statutes and the TIF Resolution.

TUESDAY, APRIL 29, 2025
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

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. 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 Service Payments 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 (ii) 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 Developer, as the initial Owner, agrees for itself and each successive Owner, that the Coyne Redevelopment Tax 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. 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.

C Failure to Make Payments. Should any Owner fail to make any payment required hereunder, that Owner shall pay, in addition to the Service Payments it is required to pay hereunder, such amount as is required to reimburse the County of 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 that Owner.

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 in the following priority: (a) first, to the County to reimburse the County for any administrative expenses related to the establishing, maintaining, reporting or supporting the TIF or the TIF Fund, as applicable (which reimbursable expenses shall not exceed two percent (2%) of the Service Payments); (b) to reimburse Developer for costs of the Public Infrastructure Improvements, up to the Developer Maximum (defined below) and interest accrued thereon in the manner and amounts described and permitted herein; and (c) thereafter to the County for such other purposes as may be authorized by law, all pursuant to and in accordance with the TIF Statutes, the TIF Resolution and this Agreement.

Section 4. Exemption Applications, Maintenance, and Notice. In accordance with Ohio Revised Code Sections 5715.27 and 5709.911, Developer or any Owner of a Parcel or the County, at Developer's or such Owner's request, shall file or cause to be filed an application prepared by Developer for an exemption from real property taxation (DTE Form 24 or its successor form) with the Pickaway County Auditor (the

TUESDAY, APRIL 29, 2025
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

“County Auditor”) for the Improvements. 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. Any cost of the County to prepare or file, or to assist Developer or Owner in preparing or filing, any exemption applications or filings required by Ohio Revised Code Section 5709.911 shall be paid by Developer or Owner.

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 from TIF Fund. The County shall use the Service Payments in the TIF Fund to reimburse Developer for the cost to Developer 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) Costs paid for construction of the Public Infrastructure Improvements; (ii) interest on Costs paid by Developer 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 Developer obtaining and maintaining a letter of credit or depositing funds into escrow related to the construction of the Public Infrastructure Improvements, whether incurred by Developer or by one or more other parties on behalf of Developer, including, but not limited to, any and all costs, fees or other charges attributable to Developer’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. 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 Sections 5709.40 and 5709.77, and Section 133.15(B) of the Ohio Revised Code that directly benefit any Parcel of the Property, and as described in Exhibits B-1 through B-5 hereto that are reasonably expected to be incurred by Developer up to a maximum principal amount. Costs for roadway conditions and right-of-way excavation in a principal amount not to exceed \$1,957,503.25 are described in Exhibit B-1. Costs for roadway construction in a principal amount not to exceed \$24,812,400.00 are described in Exhibit B-2. Costs for public utilities construction, including waterline, storm sewer, gas, and fiber improvements, and other related improvements, in a principal amount not to exceed \$17,136,490.00 are described in Exhibit B-3. Costs for erosion control in a principal amount not to exceed \$467,964.00 are described in Exhibit B-4. Costs for engineering and surveying in a principal amount not to exceed \$3,530,511.21 are described in Exhibit B-5. Notwithstanding anything to the contrary in this Agreement, the County and Developer agree that the non-interest portion of the Costs of the Public Infrastructure Improvements which Developer is authorized to incur and for which Developer may be reimbursed out of the TIF Fund pursuant to this Agreement shall not exceed a total aggregate amount \$15,000,000 (the “Developer Maximum”). The County shall have no obligation to pay or reimburse Developer out of the TIF Fund or otherwise for any amounts in excess of the Developer Maximum plus interest in accordance with this Agreement, or as otherwise stated herein.

From time to time after commencement of construction of the Public Infrastructure Improvements, Developer shall provide a certified statement to the County setting forth and providing reasonable evidence concerning the Costs of the Public Infrastructure Improvements (each a “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 for reimbursement shall not be eligible for reimbursement out of the TIF Fund until Developer has completed all construction or other work associated with such costs. Within fifteen (15) business days of the County’s receipt of each Certified Statement, the County shall certify to Developer 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. The County and Developer agree that if Developer seeks reimbursement of costs, the County shall reimburse such costs in the order that the requests were received based on the date the County receives the Certified Statement from Developer.

The County shall use funds on deposit in the TIF Fund in accordance with Section 3 hereof, to pay the approved Costs of the Public Infrastructure Improvements as shown in the Certified Statements, or as directed by Developer, on the date which is thirty (30) business days after each semi-annual date on which the County Auditor settles real property taxes with the County (each a “Payment Date”) until the Costs have been paid in full, and then (ii) for any lawful purpose identified by the County, in the sole discretion of the County. In

TUESDAY, APRIL 29, 2025
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

addition to submission of a Certified Statement for the Costs, Developer shall deliver to the County, no later than fifteen (15) days prior to each Payment Date, a statement showing the total amount of interest then due to Developer under this Agreement, along with a brief description of the basis and calculations for the same; provided, however, that the failure of Developer to deliver this statement shall not excuse the County from its payment obligation, but shall delay the payment to the same extent delivery of the statement was delayed. Any monies paid on any Payment Date will be applied first to the payment of accrued interest on outstanding Costs at the Interest Rates set forth below, and second to the payment of outstanding non-interest Costs so that all interest due shall be paid before the payment of any non-interest Costs. The County shall submit an accounting or record of all amounts paid to Developer out of the TIF Fund along with each payment.

Interest on the unpaid portion of the principal amount of the Costs up to the Developer Maximum will accrue at the Interest Rate from the date on which the County certifies to Developer 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: (i) for the period beginning on the date of this Agreement and continuing until the date which is the fifteenth (15th) anniversary of the first day of the first tax year in which the County receives Service Payments, zero and zero hundredths percent (0.00%) per annum; and (ii) for the period commencing on the date which is the fifteenth (15th) anniversary of the first day of the first tax year in which the County receives Service Payments and continuing until all Costs (including interest) have been repaid in full, three and zero hundredths percent (3.00%) per annum. Interest shall be calculated on the basis of a 360-day year consisting of twelve 30-day months.

All payments to Developer hereunder on each Payment Date must be made pursuant to written instructions provided by Developer.

Notwithstanding any other provision of this Agreement, the County's payment obligations hereunder are limited to the monies in the TIF Fund, less amounts owed to the School Districts per Section 5 above, 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. Developer shall 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 Costs and accrued interest.

Section 7. Representations of the Parties. 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 April 29, 2025 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. 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. 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 Developer and each Owner. In furtherance of that policy, Developer agrees for itself and each successive 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. Developer and the County acknowledge that the construction of Public Infrastructure Improvements owned or to be owned by the County or another "public authority" (as

TUESDAY, APRIL 29, 2025
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

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 Developer have or will comply, and have 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 Developer or any Owner of a Parcel, the County will execute and deliver to 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 Developer or that Owner is in default, specifying same; and (iii) such other matters as 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 Developer: Coyne Rickenbacker, LLC
1318 Erie Road
Rocky River, OH 44114
Attn: Terence P. Coyne

With a Copy To: Thompson Hine LLP
10050 Innovation Drive, Suite 400
Dayton, Ohio 45342-4934
Attn: Arik A. Sherk

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

With a Copy To: J. Caleb Bell, Esq.
Bricker Graydon LLP
100 S. Third St.
Columbus, OH 43215

And, With a Copy To: Pickaway Progress Partnership
1360 Lancaster Pike
Suite 111
Circleville, Ohio 43113
Attn: Tim Colburn, Economic Development Director

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, are

TUESDAY, APRIL 29, 2025
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

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 not assignable by Developer or any Owner without the express written approval of the County, in its sole discretion. Developer's rights to reimbursement for Costs of Public Infrastructure Improvements pursuant to Section 6 shall only accrue to Coyne Rickenbacker, LLC, as Developer, for so long as Coyne Rickenbacker, LLC remains the Developer. Notwithstanding any provision to the contrary, Coyne Rickenbacker, LLC may, without the consent of the County, (i) assign its rights under this Agreement to an entity controlled by or under common control with the Developer, (ii) assign its rights under this Agreement for the purpose of obtaining financing (including any refinancing) for the Costs of the Public Infrastructure Improvements, (iii) designate an authorized designee to receive all or any portion of the Service Payments payable to the Developer pursuant to this Agreement, upon which designation such designee shall receive the portion of Service Payments specified by the Developer as if it was the Developer under this Agreement, and (iv) assign its right, title, and interest in and to this Agreement as security for the payment of all or any portion of the Service Payments payable to the Developer pursuant to this Agreement to a designee. Nothing in this Agreement prevents an Owner from transferring any or all of its interest in one or more Parcels to another person or entity.

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 Developer, will be liable personally by reason of the covenants, stipulations, obligations or agreements of the County or Developer contained in this Agreement. The obligation to perform and observe the agreements contained herein on the part of Developer shall be binding and enforceable by the County against Developer with respect to (and only to) 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) 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 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 is in default of any material obligation under the CRA Agreement;

(iv) Developer or any Owner is in default of any material obligation under any compensation agreements related to the CRA Agreement with the Local School District or the Joint Vocational School District;

(v) 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;

(vi) Developer or any Owner makes a general assignment for the benefit of creditors;

(vii) 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

TUESDAY, APRIL 29, 2025
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

(viii) 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 reach 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, and (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. 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. Notwithstanding the above, the parties hereto acknowledge Developer, or its affiliate, 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.

D If an Event of Default occurs with respect to Developer or any Owner, the remedies of the County pursuant to paragraph (C) shall be limited to 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 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

TUESDAY, APRIL 29, 2025
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

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, 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, 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 Developer and the County, 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.

Section 22. Legal Fees. Developer shall pay to the County's legal counsel, Bricker Graydon LLP, its fees and expenses for costs of preparing all documentation associated with this Agreement, up to \$10,000, and the CRA Agreement. The payment shall be due within five (5) business days after complete execution and delivery of this Agreement. Developer shall also pay the County's legal counsel, Bricker Graydon LLP, its reasonable fees and expenses relating to any assignment of this Agreement pursuant to Section 13 hereof.

Section 23. County Obligations. Nothing contained in this Agreement shall require the County to pay any amounts other than the payments from Service Payments received, less amounts owed to the School Districts as set forth in Section 5.

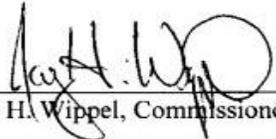
NONE OF THE OBLIGATIONS OF THE COUNTY UNDER THIS AGREEMENT SHALL CONSTITUTE A GENERAL OBLIGATION, DEBT OR BONDED INDEBTEDNESS OF THE COUNTY AND NOTHING CONTAINED IN THIS AGREEMENT IS, OR SHALL BE INTERPRETED AS BEING, BACKED BY THE FULL FAITH AND CREDIT OF THE COUNTY.

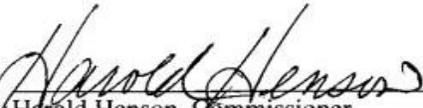
TUESDAY, APRIL 29, 2025
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

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

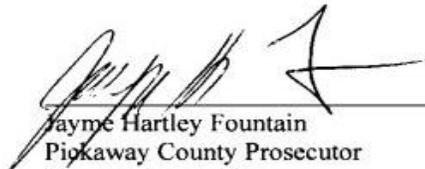
“County”

COUNTY OF PICKAWAY, OHIO

By: 
Jay H. Wippel, Commissioner

By: 
Harold Henson, Commissioner

By: 
Gary Scherer, Commissioner


Jayme Hartley Fountain
Pickaway County Prosecutor
Approved-as-to-form

TUESDAY, APRIL 29, 2025
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

EXHIBIT A

MAP AND LEGAL DESCRIPTION OF THE PROJECT AREA

The Project Area is the real estate situated in the Township of Harrison, County of Pickaway and State of Ohio identified by the Pickaway County Auditor as parcel numbers D1200030027200, D1200030027600, D1200030027500, D1200030027400, D1200030027300, D1200030027700, D1200030027100, D1200030026700, D1200030026701, D1200030026800, D1200030026900, D1200030027104, D1200030027101, D1200030027106, D1200030027107, D1200030027102, and D1200030027105.



EXHIBIT B

REIMBURSABLE COSTS OF PUBLIC INFRASTRUCTURE IMPROVEMENTS

PROJECT TOTAL

	<u>Total Cost</u>
Total General Conditions & Right-of-way	\$ 1,957,530.25
Total Roadway	\$ 24,812,400.00
Total Utilities	\$ 16,798,490.00
Total Erosion Control	\$ 467,964.00
Total Engineering & Surveying	\$ 3,454,569.21
Total	\$ 47,490,953.46

Developer Maximum reimbursement amount not to exceed principal amount of \$47,490,953.46

TUESDAY, APRIL 29, 2025
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

EXHIBIT B-1

REIMBURSABLE COSTS OF GENERAL CONDITIONS AND RIGHT-OF-WAY

General Conditions & Right-of-way Excavation

<u>Item #</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Price</u>	<u>Amount</u>
1	Mobilization (all roadways combined)	1	LS	\$ 110,000.00	\$ 110,000.00
2	Traffic control (all roadways combined)	1	LS	\$ 65,000.00	\$ 65,000.00
Site Work (All Roadways)					\$ 175,000.00

Road 'A'

<u>Item #</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Price</u>	<u>Amount</u>
1	Soil remediation	1	LS	\$ 17,750.00	\$ 17,750.00
2	Excavation/embankment (within prop. 110' R/W + Utility Easement)	13,590	CY	\$ 8.00	\$ 108,720.00
3	Topsoil respread & seeding (within pervious area of prop. 110' R/W + Utility Easement)	210,105	SF	\$ 0.25	\$ 52,526.25
Road 'A' Site Work					\$ 171,996.25

Road 'B'

<u>Item #</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Price</u>	<u>Amount</u>
1	Soil remediation	1	LS	\$ 17,750.00	\$ 17,750.00
2	Excavation/embankment (within prop. 110' R/W + Utility Easement)	22,600	CY	\$ 8.00	\$ 180,800.00
3	Topsoil respread & seeding (within pervious area of prop. 110' R/W + Utility Easement)	350,028	SF	\$ 0.25	\$ 87,507.00
Road 'B' Site Work					\$ 286,057.00

Circleville Lockbourne Rd.

<u>Item #</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Price</u>	<u>Amount</u>
1	Soil remediation	1	LS	\$ 23,500.00	\$ 23,500.00
2	Excavation/embankment (within prop. 110' R/W + Utility Easement)	29,870	CY	\$ 8.00	\$ 238,960.00
3	Topsoil respread & seeding (within pervious area of prop. 110' R/W + Utility Easement)	461,790	SF	\$ 0.25	\$ 115,447.50
Circleville Lockbourne Rd. Site Work					\$ 377,907.50

Bulen-Pierce Rd.

<u>Item #</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Price</u>	<u>Amount</u>
1	Soil remediation	1	LS	\$ 34,500.00	\$ 34,500.00
2	Excavation/embankment (within prop. 110' R/W + Utility Easement)	37,290	CY	\$ 8.00	\$ 298,320.00
3	Topsoil respread & seeding (within pervious area of prop. 110' R/W + Utility Easement)	576,702	SF	\$ 0.25	\$ 144,175.50
Bulen-Pierce Rd. Site Work					\$ 476,995.50

Bulen-Pierce Rd. (North)

<u>Item #</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Price</u>	<u>Amount</u>
1	Soil remediation	1	LS	\$ 10,350.00	\$ 10,350.00
2	Excavation/embankment (within prop. 110' R/W + Utility Easement)	13,220	CY	\$ 8.00	\$ 105,760.00
3	Topsoil respread & seeding (within pervious area of prop. 110' R/W + Utility Easement)	204,309	SF	\$ 0.25	\$ 51,077.25
Bulen-Pierce Rd. (North) Site Work					\$ 167,187.25

Shepherd Rd.

<u>Item #</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Price</u>	<u>Amount</u>
1	Soil remediation	1	LS	\$ 18,750.00	\$ 18,750.00
2	Excavation/embankment (within prop. 110' R/W + Utility Easement)	23,900	CY	\$ 8.00	\$ 191,200.00
3	Topsoil respread & seeding (within pervious area of prop. 110' R/W + Utility Easement)	369,747	SF	\$ 0.25	\$ 92,436.75
Shepherd Rd. Site Work					\$ 302,386.75

TUESDAY, APRIL 29, 2025
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

EXHIBIT B-2

REIMBURSABLE COSTS OF ROADWAY CONSTRUCTION

Roadway (Pavement, Walks, Curb, etc.)

<u>Road 'A'</u>				<u>Unit</u>	
<u>Item #</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Price</u>	<u>Amount</u>
1	Proposed 36' wide asphalt roadway	3,335	LF	\$ 240.00	\$ 800,420.00
2	Curb & gutter	6,670	LF	\$ 20.00	\$ 133,400.00
3	Monument assemblies	2	EA	\$ 1,200.00	\$ 2,400.00
4	Concrete sidewalk (5' width)	33,350	SF	\$ 6.00	\$ 200,100.00
5	Pavement markings	1	LS	\$ 4,000.00	\$ 4,000.00
6	Yield Sign	2	EA	\$ 300.00	\$ 600.00
Road 'A' Roadway					\$ 1,140,920.00

<u>Road 'B'</u>				<u>Unit</u>	
<u>Item #</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Price</u>	<u>Amount</u>
1	Proposed 36' wide asphalt roadway	5,556	LF	\$ 240.00	\$ 1,333,460.00
2	Curb & gutter	11,112	LF	\$ 20.00	\$ 222,240.00
3	Monument assemblies	4	EA	\$ 1,200.00	\$ 4,800.00
4	Concrete sidewalk (5' width)	55,560	SF	\$ 6.00	\$ 333,360.00
5	Pavement markings	1	LS	\$ 7,000.00	\$ 7,000.00
6	Stop Sign	1	EA	\$ 300.00	\$ 300.00
7	Yield Sign	3	EA	\$ 300.00	\$ 900.00
8	Round-a-bout	1	EA	\$ 1,000,000.00	\$ 1,000,000.00
Road 'B' Roadway					\$ 2,902,060.00

Circleville Lockbourne Rd.

<u>Circleville Lockbourne Rd.</u>				<u>Unit</u>	
<u>Item #</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Price</u>	<u>Amount</u>
1	Proposed 36' wide asphalt roadway	7,330	LF	\$ 240.00	\$ 1,759,220.00
2	Curb & gutter	14,660	LF	\$ 20.00	\$ 293,200.00
3	Monument assemblies	10	EA	\$ 1,200.00	\$ 12,000.00
4	Concrete sidewalk (5' width)	73,300	SF	\$ 6.00	\$ 439,800.00
5	Pavement markings	1	LS	\$ 8,000.00	\$ 8,000.00
6	Stop Sign	1	EA	\$ 300.00	\$ 300.00
7	Yield Sign	1	EA	\$ 300.00	\$ 300.00
8	Over-pass Bridge	1	LS	\$ 8,000,000.00	\$ 8,000,000.00
Circleville Lockbourne Rd. Roadway					\$ 10,512,820.00

Bulen-Pierce Rd.

<u>Bulen-Pierce Rd.</u>				<u>Unit</u>	
<u>Item #</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Price</u>	<u>Amount</u>
1	Proposed 36' wide asphalt roadway	9,154	LF	\$ 240.00	\$ 2,196,980.00
2	Curb & gutter	18,308	LF	\$ 20.00	\$ 366,160.00
3	Monument assemblies	10	EA	\$ 1,200.00	\$ 12,000.00
4	Concrete sidewalk (5' width)	91,540	SF	\$ 6.00	\$ 549,240.00
5	Pavement markings	1	LS	\$ 10,000.00	\$ 10,000.00
6	Stop Sign	1	EA	\$ 300.00	\$ 300.00
7	Yield Sign	4	EA	\$ 300.00	\$ 1,200.00
8	Round-a-bout	2	EA	\$ 1,000,000.00	\$ 2,000,000.00
Bulen-Pierce Rd. Roadway					\$ 5,135,880.00

Bulen-Pierce Rd. (North)

<u>Bulen-Pierce Rd. (North)</u>				<u>Unit</u>	
<u>Item #</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Price</u>	<u>Amount</u>
1	Proposed 36' wide asphalt roadway	3,243	LF	\$ 240.00	\$ 778,340.00
2	Curb & gutter	6,486	LF	\$ 20.00	\$ 129,720.00
3	Monument assemblies	1	EA	\$ 1,200.00	\$ 1,200.00
4	Concrete sidewalk (5' width)	32,430	SF	\$ 6.00	\$ 194,580.00
5	Pavement markings	1	LS	\$ 4,000.00	\$ 4,000.00
6	Stop Sign	1	EA	\$ 300.00	\$ 300.00
7	Yield Sign	1	EA	\$ 300.00	\$ 300.00
Bulen-Pierce Rd. (North) Roadway					\$ 1,108,440.00

Shepherd Rd.

<u>Shepherd Rd.</u>				<u>Unit</u>	
<u>Item #</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Price</u>	<u>Amount</u>
1	Proposed 36' wide asphalt roadway	5,869	LF	\$ 240.00	\$ 1,408,580.00
2	Curb & gutter	11,738	LF	\$ 20.00	\$ 234,760.00
3	Monument assemblies	7	EA	\$ 1,200.00	\$ 8,400.00
4	Concrete sidewalk (5' width)	58,690	SF	\$ 6.00	\$ 352,140.00
5	Pavement markings	1	LS	\$ 7,500.00	\$ 7,500.00
6	Yield Sign	3	EA	\$ 300.00	\$ 900.00
7	Round-a-bout	2	EA	\$ 1,000,000.00	\$ 2,000,000.00
Shepherd Rd. Roadway					\$ 4,012,280.00

TUESDAY, APRIL 29, 2025
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

EXHIBIT B-3

REIMBURSABLE COSTS OF PUBLIC UTILITIES CONSTRUCTION

Utilities

Road 'A'

<u>Item #</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Price</u>	<u>Amount</u>
1	Electrical conduit	6,670	LF	\$ 20.00	\$ 133,400.00
2	Fiber conduit	6,670	LF	\$ 20.00	\$ 133,400.00
3	Gas service	6,670	LF	\$ 20.00	\$ 133,400.00
4	Storm sewer (12" RCP)	887	LF	\$ 50.00	\$ 44,350.00
5	Storm sewer (30" RCP)	1,600	LF	\$ 120.00	\$ 192,000.00
6	Storm sewer (36" RCP)	2,030	LF	\$ 160.00	\$ 324,800.00
7	Curb inlets	32	EA	\$ 3,000.00	\$ 96,000.00
8	Storm manholes	16	EA	\$ 3,500.00	\$ 56,000.00
9	Headwalls	1	EA	\$ 2,000.00	\$ 2,000.00
10	Water main (24" D.I.W.M.)	3,335	LF	\$ 200.00	\$ 667,000.00
11	Hydrant assemblies	12	EA	\$ 2,500.00	\$ 30,000.00
Road 'A' Utilities					\$ 1,812,350.00

Road 'B'

<u>Item #</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Price</u>	<u>Amount</u>
1	Electrical conduit	11,112	LF	\$ 20.00	\$ 222,240.00
2	Fiber conduit	11,112	LF	\$ 20.00	\$ 222,240.00
3	Gas service	11,112	LF	\$ 20.00	\$ 222,240.00
4	Storm sewer (12" RCP)	1,372	LF	\$ 50.00	\$ 68,600.00
5	Storm sewer (15" RCP)	1,800	LF	\$ 60.00	\$ 108,000.00
6	Storm sewer (18" RCP)	1,800	LF	\$ 80.00	\$ 144,000.00
7	Storm sewer (24" RCP)	1,400	LF	\$ 100.00	\$ 140,000.00
8	Curb inlets	54	EA	\$ 3,000.00	\$ 162,000.00
9	Storm manholes	27	EA	\$ 3,500.00	\$ 94,500.00
10	Water main (24" D.I.W.M.)	5,556	LF	\$ 200.00	\$ 1,111,200.00
11	Hydrant assemblies	19	EA	\$ 2,500.00	\$ 47,500.00
Road 'B' Utilities					\$ 2,542,520.00

Circleville Lockbourne Rd.

<u>Item #</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Price</u>	<u>Amount</u>
1	Electrical conduit	14,660	LF	\$ 20.00	\$ 293,200.00
2	Fiber conduit	14,660	LF	\$ 20.00	\$ 293,200.00
3	Gas service	14,660	LF	\$ 20.00	\$ 293,200.00
4	Storm sewer (12" RCP)	1,696	LF	\$ 50.00	\$ 84,800.00
5	Storm sewer (15" RCP)	1,360	LF	\$ 60.00	\$ 81,600.00
6	Storm sewer (18" RCP)	1,360	LF	\$ 80.00	\$ 108,800.00
7	Storm sewer (24" RCP)	1,360	LF	\$ 100.00	\$ 136,000.00
8	Storm sewer (30" RCP)	1,360	LF	\$ 120.00	\$ 163,200.00
9	Storm sewer (36" RCP)	1,560	LF	\$ 160.00	\$ 249,600.00
10	Box culvert (7Hx12"W concrete)	120	LF	\$ 600.00	\$ 72,000.00
11	Curb inlets	72	EA	\$ 3,000.00	\$ 216,000.00
12	Storm manholes	36	EA	\$ 3,500.00	\$ 126,000.00
13	Headwalls	2	EA	\$ 2,000.00	\$ 4,000.00
14	Water main (24" D.I.W.M.)	7,330	LF	\$ 200.00	\$ 1,466,000.00
15	Hydrant assemblies	25	EA	\$ 2,500.00	\$ 62,500.00
Circleville Lockbourne Rd. Utilities					\$ 3,650,100.00

TUESDAY, APRIL 29, 2025
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

Bulen-Pierce Rd.

<u>Item #</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Price</u>	<u>Amount</u>
1	Electrical conduit	18,308	LF	\$ 20.00	\$ 366,160.00
2	Fiber conduit	18,308	LF	\$ 20.00	\$ 366,160.00
3	Gas service	18,308	LF	\$ 20.00	\$ 366,160.00
4	Storm sewer (12" RCP)	2,020	LF	\$ 50.00	\$ 101,000.00
5	Storm sewer (15" RCP)	1,720	LF	\$ 60.00	\$ 103,200.00
6	Storm sewer (18" RCP)	1,720	LF	\$ 80.00	\$ 137,600.00
7	Storm sewer (24" RCP)	1,720	LF	\$ 100.00	\$ 172,000.00
8	Storm sewer (30" RCP)	1,720	LF	\$ 120.00	\$ 206,400.00
9	Storm sewer (36" RCP)	1,720	LF	\$ 160.00	\$ 275,200.00
10	Box culvert (7Hx12W concrete)	120	LF	\$ 600.00	\$ 72,000.00
11	Curb inlets	90	EA	\$ 3,000.00	\$ 270,000.00
12	Storm manholes	45	EA	\$ 3,500.00	\$ 157,500.00
13	Headwalls	2	EA	\$ 2,000.00	\$ 4,000.00
14	Water main (24" D.I.W.M.)	9,154	LF	\$ 200.00	\$ 1,830,800.00
15	Hydrant assemblies	31	EA	\$ 2,500.00	\$ 77,500.00
Bulen-Pierce Rd. Utilities					\$ 4,505,680.00

Bulen-Pierce Rd. (North)

<u>Item #</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Price</u>	<u>Amount</u>
1	Electrical conduit	6,486	LF	\$ 20.00	\$ 129,720.00
2	Fiber conduit	6,486	LF	\$ 20.00	\$ 129,720.00
3	Gas service	6,486	LF	\$ 20.00	\$ 129,720.00
4	Storm sewer (12" RCP)	776	LF	\$ 50.00	\$ 38,800.00
5	Storm sewer (15" RCP)	1,000	LF	\$ 60.00	\$ 60,000.00
6	Storm sewer (18" RCP)	1,000	LF	\$ 80.00	\$ 80,000.00
7	Storm sewer (24" RCP)	1,100	LF	\$ 100.00	\$ 110,000.00
8	Box culvert (7Hx12W concrete)	120	LF	\$ 600.00	\$ 72,000.00
9	Curb inlets	32	EA	\$ 3,000.00	\$ 96,000.00
10	Storm manholes	16	EA	\$ 3,500.00	\$ 56,000.00
11	Headwalls	1	EA	\$ 2,000.00	\$ 2,000.00
12	Water main (24" D.I.W.M.)	3,243	LF	\$ 200.00	\$ 648,600.00
13	Hydrant assemblies	11	EA	\$ 2,500.00	\$ 27,500.00
Bulen-Pierce Rd. (North) Utilities					\$ 1,580,060.00

Shepherd Rd.

<u>Item #</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Price</u>	<u>Amount</u>
1	Electrical conduit	11,738	LF	\$ 20.00	\$ 234,760.00
2	Fiber conduit	11,738	LF	\$ 20.00	\$ 234,760.00
3	Gas service	11,738	LF	\$ 20.00	\$ 234,760.00
4	Storm sewer (12" RCP)	1,244	LF	\$ 50.00	\$ 62,200.00
5	Storm sewer (15" RCP)	2,000	LF	\$ 60.00	\$ 120,000.00
6	Storm sewer (18" RCP)	2,000	LF	\$ 80.00	\$ 160,000.00
7	Storm sewer (24" RCP)	1,600	LF	\$ 100.00	\$ 160,000.00
8	Curb inlets	58	EA	\$ 3,000.00	\$ 174,000.00
9	Storm manholes	29	EA	\$ 3,500.00	\$ 101,500.00
10	Headwalls	1	EA	\$ 2,000.00	\$ 2,000.00
11	Water main (24" D.I.W.M.)	5,869	LF	\$ 200.00	\$ 1,173,800.00
12	Hydrant assemblies	20	EA	\$ 2,500.00	\$ 50,000.00
Shepherd Rd. Utilities					\$ 2,707,780.00

**TUESDAY, APRIL 29, 2025
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO**

EXHIBIT B-4

REIMBURSABLE COSTS OF EROSION CONTROL

Erosion Control

<u>Road 'A'</u>					<u>Unit</u>	
<u>Item #</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>		<u>Price</u>	<u>Amount</u>
1	Silt fencing	6,890	LF	\$	6.00	\$ 41,340.00
2	Inlet protection	32	EA	\$	25.00	\$ 800.00
3	Outlet protection	1	Ea	\$	250.00	\$ 250.00
4	Temporary construction entrance	1	EA	\$	1,000.00	\$ 1,000.00
5	Washout area	1	EA	\$	5,000.00	\$ 5,000.00
Road 'A' Erosion Control						\$ 48,390.00

<u>Road 'B'</u>					<u>Unit</u>	
<u>Item #</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>		<u>Price</u>	<u>Amount</u>
1	Silt fencing	11,332	LF	\$	6.00	\$ 67,992.00
2	Inlet protection	54	EA	\$	25.00	\$ 1,350.00
3	Temporary construction entrance	1	EA	\$	1,000.00	\$ 1,000.00
4	Washout area	1	EA	\$	5,000.00	\$ 5,000.00
Road 'B' Erosion Control						\$ 75,342.00

Circleville Lockbourne Rd.

<u>Item #</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>		<u>Unit</u>	<u>Price</u>	<u>Amount</u>
1	Silt fencing	14,880	LF	\$	6.00	\$ 89,280.00	
2	Inlet protection	72	EA	\$	25.00	\$ 1,800.00	
3	Outlet protection	2	Ea	\$	250.00	\$ 500.00	
4	Temporary construction entrance	1	EA	\$	1,000.00	\$ 1,000.00	
5	Washout area	1	EA	\$	5,000.00	\$ 5,000.00	
Circleville Lockbourne Rd. Erosion Control						\$ 97,580.00	

Bulen-Pierce Rd.

<u>Item #</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>		<u>Unit</u>	<u>Price</u>	<u>Amount</u>
1	Silt fencing	18,528	LF	\$	6.00	\$ 111,168.00	
2	Inlet protection	90	EA	\$	25.00	\$ 2,250.00	
3	Outlet protection	2	Ea	\$	250.00	\$ 500.00	
4	Temporary construction entrance	1	EA	\$	1,000.00	\$ 1,000.00	
5	Washout area	1	EA	\$	5,000.00	\$ 5,000.00	
Bulen-Pierce Rd. Erosion Control						\$ 119,918.00	

Bulen-Pierce Rd. (North)

<u>Item #</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>		<u>Unit</u>	<u>Price</u>	<u>Amount</u>
1	Silt fencing	6,706	LF	\$	6.00	\$ 40,236.00	
2	Inlet protection	32	EA	\$	25.00	\$ 800.00	
3	Outlet protection	1	Ea	\$	250.00	\$ 250.00	
4	Temporary construction entrance	1	EA	\$	1,000.00	\$ 1,000.00	
5	Washout area	1	EA	\$	5,000.00	\$ 5,000.00	
Bulen-Pierce Rd. (North) Erosion Control						\$ 47,286.00	

Shepherd Rd.

<u>Item #</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>		<u>Unit</u>	<u>Price</u>	<u>Amount</u>
1	Silt fencing	11,958	LF	\$	6.00	\$ 71,748.00	
2	Inlet protection	58	EA	\$	25.00	\$ 1,450.00	
3	Outlet protection	1	Ea	\$	250.00	\$ 250.00	
4	Temporary construction entrance	1	EA	\$	1,000.00	\$ 1,000.00	
5	Washout area	1	EA	\$	5,000.00	\$ 5,000.00	
Shepherd Rd. Erosion Control						\$ 79,448.00	

EXHIBIT B-4

REIMBURSABLE COSTS OF ENGINEERING AND SURVEYING

Engineering & Surveying (All Roadways)

<u>Item #</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>		<u>Unit</u>	<u>Price</u>	<u>Amount</u>
1	Site survey & platting	1	LS	\$	140,000.00	\$ 140,000.00	
2	Construction staking (all roadways)	1	LS	\$	240,000.00	\$ 240,000.00	
3	Roadway Design	34,487	LF	\$	16.67	\$ 575,000.00	
4	Construction administration (5% of total cost)	1	LS	\$	2,249,569.21	\$ 2,249,569.21	
5	Municipality review fees	1	LS	\$	250,000.00	\$ 250,000.00	
Total Engineering & Surveying						\$ 3,454,569.21	

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

TUESDAY, APRIL 29, 2025
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

In the Matter of
Resolution Approving the Compensation Agreement
With Coyne Rickenbacker, LLC for Harrison Township Project
and Teays Valley Local School District:

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

Resolution No.: PC-042925-34

HARRISON TOWNSHIP PROJECT COMPENSATION AGREEMENT

THIS HARRISON TOWNSHIP PROJECT COMPENSATION AGREEMENT (this "Agreement"), made and entered into as of the 29th day of April, 2025 (the "Effective Date"), is made by and among COYNE RICKENBACKER, LLC, an Ohio limited liability company ("Developer"); the COUNTY OF PICKAWAY, OHIO, a county and political subdivision of the State of Ohio the "County"); and the BOARD OF EDUCATION OF THE TEAYS VALLEY LOCAL SCHOOL DISTRICT, PICKAWAY COUNTY, OHIO, a school district and political subdivision of the State of Ohio ("Teays Valley").

WITNESSETH THAT:

WHEREAS, the Board of County Commissioners of the County (the "Commissioners"), by Resolution adopted on July 10, 2006, has previously established the Northern Industrial Community Reinvestment Area specified in that Resolution (the "CRA Area") as a "Community Reinvestment Area" ("CRA") pursuant to Ohio Revised Code ("R.C.") Sections 3735.65 - 3735.70, inclusive (the "CRA Act"); and

WHEREAS, Developer desires to construct, or cause to be constructed, commercial and industrial facilities and related improvements providing manufacturing, distribution, e-commerce fulfillment, warehousing, logistics, packaging, assembly, possibly with office space comprising up to 30% of any particular facility, and related improvements (the "Project," with each individual building within the Project and its related site improvements hereinafter referred to as a "Building") at a site within the boundaries of Harrison Township, Ohio (the "Exempted Property," which is described in Exhibit A attached hereto and incorporated herein by this reference), provided that the appropriate economic development incentives are available to support the economic viability of the Project; and

WHEREAS, the Exempted Property is located within the boundaries of the County, the CRA Area and Teays Valley; and

WHEREAS, Developer and the County intend to enter into a community reinvestment area agreement granting Developer certain incentives for the development of the Exempted Property (as amended from time to time, the "CRA Agreement"); and

WHEREAS, the incentives in the proposed CRA Agreement, the form of which has been reviewed and approved by Teays Valley, include a real property tax exemption for the assessed value of new structures constructed on the Exempted Property as more specifically described herein (the "CRA Exemption"); and

WHEREAS, Developer may convey or lease parcels of land constituting portions of the Exempted Property (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

TUESDAY, APRIL 29, 2025
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

WHEREAS, the County has notified Teays Valley that the Commissioners plan to adopt a resolution pursuant to R.C. Section 5709.78(A) of the Ohio Revised Code (the "TIF Resolution") for improvements (as defined in R.C. Section 5709.77, the "Improvements") to the Exempted Property declaring the Improvements to be a public purpose and exempting from real property taxation one hundred percent (100%) of those Improvements for a period of thirty (30) years (the "TIF Exemption"); and

WHEREAS, the TIF Resolution will require the Owners from time to time of the Exempted Property to make service payments in lieu of real estate taxes with respect to the Improvements during the TIF Exemption (collectively, the "Service Payments"), provided that the obligation of the Owners to make Service Payments will not apply to the extent that any portion of the assessed value of any Building is exempted under the CRA Agreement for the period and to the extent that the Building is exempt under the CRA Agreement; and

WHEREAS, the TIF Resolution and the Tax Increment Financing agreement between the Company and the County provide or will provide for semi-annual payments to Teays Valley to be made solely from the Service Payments in the amount of the real property taxes that would have been payable to Teays Valley as a result of the exemption provided in the TIF Resolution, which payments will be made directly to Teays Valley by the Pickaway County Treasurer or its designated agent; and

WHEREAS, the Company, the County, and Teays Valley hope to attract a manufacturing end user to the Exempted Property; and

WHEREAS, pursuant to R.C. Sections 5709.78 and 5709.82(B), the Commissioners, Developer and Teays Valley desire to enter into this Agreement to provide compensation to Teays Valley for its loss of real property taxes during the CRA Exemption and the TIF Exemption; and

WHEREAS, Teays Valley has adopted a resolution (the "Teays Valley Resolution") approving the CRA Exemption and the TIF Exemption for the Exempted Property on the condition that the parties hereto enter into this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants hereinafter described, Teays Valley, Developer and the County covenant, agree and bind themselves as follows:

Section 1. Approval of the CRA Agreement and CRA Exemption; Compensation to Teays Valley; Approval of TIF Resolution.

- A. As provided in the Teays Valley Resolution, and subject to payment of the PILOT Payments as described hereunder as and when due, Teays Valley hereby approves the CRA Exemption and the related CRA Agreement, as well as the TIF Resolution and the exemption provided therein. Teays Valley acknowledges that each separate Building constructed on the Exempted Property will receive a 15-year, 100% CRA Exemption for manufacturing uses pursuant to the CRA Agreement. "Manufacturing" as used herein and in the CRA Agreement is defined as "any process in which materials are changed, converted, or transformed into a different state or form from which they previously existed

TUESDAY, APRIL 29, 2025
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

and includes refining materials, assembling parts, and preparing raw materials and parts by mixing, measuring, blending, or otherwise committing such materials or parts to the manufacturing process”, and the determination of the County as to whether such use meets the definition of “Manufacturing” shall be conclusive. Notwithstanding anything in the foregoing to the contrary, unless otherwise approved by the County, no Owner of a Parcel of the Exempted Property shall be entitled to a CRA Exemption for a Building constructed on such Parcel that is to be used as a distribution or fulfillment center, being a Building that is operated primarily as a product storage and shipping facility for the storage or distribution of goods (a “Distribution Center”), the construction of which commences during the period commencing on the effective date of the CRA Agreement and ending on the last day of the calendar month during which the fourteen (14) month anniversary date of the effective date of the CRA Agreement occurs (the “Moratorium End Date”). A Building is operated substantially as a Distribution Center if 25% or more of the final square footage, as certified in the Owner’s certificate of occupancy, of such Building is dedicated to use as a Distribution Center as determined by the County. After the Moratorium End Date, Developer or any other Owner of a Parcel of the Exempted Property can construct a Distribution Center on any Parcel of the Exempted Property, and such Distribution Center shall be entitled to a CRA Exemption of one hundred percent (100%) for years one through ten (1-10) and fifty percent (50%) for years eleven through fifteen (11-15), without further approval of the County or Teays Valley, notwithstanding that Developer has been unable to attract a Manufacturing end user to any other Parcel of the Exempted Property. The CRA Exemption for any Building shall commence as of the first year for which the Building would first be taxable were that Building not exempt from taxation under the CRA Agreement. No CRA Exemption shall commence after tax year 2038 (tax payment year 2039) nor extend beyond tax year 2053 (i.e., tax payment year 2054). Each Building constructed as a part of the Project shall be treated separately for purposes of determining its qualification for a CRA Exemption hereunder. Teays Valley acknowledges that the Teays Valley Resolution is effective for all CRA Exemptions provided pursuant to the CRA Agreement.

- B. Developer, for itself as an Owner and for all future Owners, agrees that annually during the term of any CRA Exemption for each Building under the CRA Agreement in which the CRA Exemption is one hundred percent (100%), the Owner thereof shall pay to Teays Valley, semi-annually in accordance with Section 2B below, a payment in lieu of taxes (“PILOT Payment”) equaling the greater of (i) 30% of the real property taxes Teays Valley would have received had the CRA Exemption not been in place for the applicable Building based on the value as determined by the County Auditor, as defined herein, or (ii) an amount equal to 30% of the amount of real property taxes Teays Valley would have received had the CRA Exemption not been in place for the applicable Building if the assessed value of such Building was based upon a market value of \$55.00 per square foot for the Building (i.e., notwithstanding whether the actual value or the value determined by the Pickaway County Auditor (the “County Auditor”) is lower than \$55.00 per square foot, calculated in accordance with Section 2(A) below). If and when the applicable CRA Exemption adjusts to fifty percent (50%) for a use other than Manufacturing, the applicable Owner shall no longer be required to pay any PILOT Payments for such Building. For example, if a PILOT Payment were to be made in calendar year 2025 for a CRA Exemption

TUESDAY, APRIL 29, 2025
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

attributable to tax year 2024 for a 1,000,000 square foot building, the PILOT Payment would equal the greater of (a) 30% of the portion of real property taxes Teays Valley would have received had the CRA Exemption not been in place for the Building based on the value as determined by the County Auditor or (b) \$152,313.89 annually (1,000,000 X \$55 X 35% X .0263747 X 30%) (Square Feet X \$55 X Assessed Value Percentage X Teays Valley Effective Commercial Millage Rate for tax year 2024 X 30%). In addition to the PILOT Payments, on the Effective Date, Developer shall be obligated to make to Teays Valley (1) a one-time, up-front payment of \$200,000, (2) a one-time payment not to exceed \$50,000 to apply to legal and other fees related to the negotiation of the Agreement, and (3) a one-time payment of \$25,000 to Teays Valley to build and improve athletic facilities, upgrades to existing facilities, or other projects to be determined by Teays Valley in its sole discretion, which payment shall be due and payable on the Effective Date. Furthermore, each Owner of a Parcel shall be obligated to make a one-time, up-front payment to Teays Valley of \$150,000 for the Building constructed on its Parcel, which payment shall be due and payable no later than thirty (30) days after the award of a certificate of occupancy for such Building.

- C. For avoidance of doubt, it is contemplated that the County and Developer will enter into a separate compensation agreement with the Board of Education of the Eastland-Fairfield Career & Technical Schools, a school district and political subdivision of the State of Ohio ("Eastland-Fairfield") pursuant to which Eastland-Fairfield will be paid comparable compensation to that received by Teays Valley receives based on the Eastland-Fairfield's effective commercial millage compared to Teays Valley's effective commercial millage for the relevant tax year. For tax year 2024, for example, amounts received by the Eastland-Fairfield would be 7.07% of what Teays Valley receives.
- D. The parties agree that this Agreement is subject to the Exempted Property being used primarily for manufacturing, distribution, e-commerce fulfillment, warehousing, logistics, packaging, assembly, or office space and that the approvals and waivers provided by Teays Valley remain effective only if use of the Exempted Property is limited to the permitted uses according to the applicable zoning code for the Exempted Property in effect as of the date hereof with respect to the Exempted Property (as may be amended to permit warehousing, storage and distribution facilities, including truck and transfer terminals, light manufacturing, fabrication, processing, assembling, packaging, or treatment of goods, materials, and products, administrative offices ancillary to the above uses, and freestanding office uses), subject to variances granted in a manner consistent with applicable law. For the avoidance of doubt, in no event shall the Exempted Property be used for residential or multi-family purposes.
- E. In return for the compensation to be provided herein, Teays Valley hereby waives all required notices in connection with approval of the CRA Agreement and the TIF Resolution, including but not limited to the forty-five day notices and the fourteen-day notices pursuant to R.C. Sections 3735.67, 3735.671, 5709.78, 5709.82 and 5709.83, respectively, and hereby waives any defects or irregularities related to the CRA Agreement and the TIF Resolution.

Section 2. Payment of Compensation Payments to Teays Valley.

TUESDAY, APRIL 29, 2025
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

- A. Within thirty (30) days after each Building receives a certificate of occupancy, the Owner thereof shall notify Teays Valley of such certificate of occupancy and provide the approximate number of square feet that are located within the Building, as determined in accordance with BOMA *Industrial Buildings: Standard Methods of Measurement (ANSI Z65.2-2012)*, the Exterior Wall Methodology (Method A), together with such supporting information as Teays Valley shall reasonably request.

- B. On a semi-annual basis, between January 1 and March 1, and between April 1 and June 1, of each calendar year following each tax year of the CRA Exemption for each Building, the Pickaway County Treasurer (the "County Treasurer") or a collection agent designated by the Teays Valley and consented to by the County (the "Collection Agent") shall calculate the amount of the PILOT Payment due in that semi-annual period to Teays Valley from each Owner based on the formula outlined in Section 1(B) and on the square footage provided pursuant to Section 2(A), and reflect such PILOT Payment in a written statement sent to each Owner and Teays Valley (each, a "PILOT Statement"). Each semi-annual PILOT Statement shall specify that the amount due is one-half of the PILOT Payment for that year. Each Owner and Teays Valley shall provide any objections to the calculation in writing to the County Treasurer or the Collection Agent, as the case may be, no later than thirty (30) days after receipt of a PILOT Statement. If no objections are provided within that time period, the PILOT Payment certified on the applicable PILOT Statement shall be due from each Owner to the County no later than sixty (60) days after receipt of the PILOT Statement. If objections are noted, the objecting Owner and Teays Valley shall work in good faith to correct the calculation, with payment to the County due no later than thirty (30) days after resolution of any objections. The County Treasurer shall remit the PILOTs received pursuant to each PILOT Statement to Teays Valley and Eastland-Fairfield no later than 30 days after receipt of the PILOTs from each Owner. Developer and each Owner shall reasonably cooperate with the County in the preparation of the PILOT Statements and in the calculation of the PILOT Payments.

- C. The method of payment for any PILOT Payment or any other payment due under this Agreement shall be by wire transfer unless another method is mutually agreed upon between the Parties.

Section 3. Community Payments. In furtherance of Developer's commitment to support the students, parents, and Teays Valley buildings in the vicinity of the Project, Developer shall make, or cause the Owners to make, an annual payment of \$10,000 for a term of 15 years to the Ashville Food Pantry (the "Community Contribution"), commencing on or before December 31, 2025 and on or before each December 31 thereafter to and including December 31, 2039. Payments on account of the Community Contribution shall not be received by Teays Valley, constitute funds of Teays Valley or cause any recipient organization to become a component fund of Teays Valley.

Section 4. Non-Monetary Commitments. After the Effective Date, Developer shall (i) work in good faith with Teays Valley to collaborate on one or more training or career development options for students in Teays Valley, (ii) use its best efforts to utilize the Pickaway County Port Authority financing structure (the "Port Financing") for the construction of each Building on the Exempted Property. If the Owner of a Building does not wish to enter into a capital lease transaction with the Port Authority, the Owner may, as an alternative, make a one-time Payment

TUESDAY, APRIL 29, 2025
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

Development & Planning Director
Email: tmcginnis@pickawaycountyohio.gov

Teays Valley, Developer, and the County may change their address for receiving notices and reports by giving written notice of such change to the other.

Section 8. Severability. Should any portion of this Agreement be declared by the courts to be unconstitutional, invalid or otherwise unlawful, such decision shall not affect the entire agreement but only that part declared to be unconstitutional, invalid or illegal.

Section 9. Filing of Agreement. The Clerk of the Commissioners shall file an executed copy of this Agreement with both the County Auditor and the County Treasurer.

Section 10. Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any party to this Agreement may execute this Agreement by signing any such counterpart.

Section 11. Assignment. This Agreement and the benefits and obligations hereof are not assignable by Developer or any Owner to another Owner without the approval of the County and Teays Valley; provided, however, that the County agrees not to withhold its approval of any assignment of the benefits and obligations by Developer or any Owner to another Owner so long as such assignee files with the County an assumption agreement substantially in the form attached hereto as Exhibit B (each, an "Assumption Agreement"), wherein such transferee or assignee (each, an "Assignee"), inter alia, (a) assumes all obligations of an Owner under this Agreement with respect to one or more Buildings and (b) certifies to the validity of the representations, warranties and covenants contained herein as to the Assignee. Within fifteen (15) days following receipt by the County of such Assumption Agreement, Teays Valley and the County shall acknowledge and consent to the execution of the Assumption Agreement and return the executed Assumption Agreement to or at the direction of the Assignee. For each Assumption Agreement filed with the County, the \$1,000 assignment fee required by Section 15 of the CRA Agreement shall be due to the County (without duplication) within thirty (30) days after the complete execution of that Assumption Agreement.

Section 12. Term. This Agreement shall remain in effect for each portion of the Exempted Property for such period as the CRA Exemption is in effect for that portion of the Exempted Property.

Section 13. Notice of Default, Cure and Remedy. A party shall be in default of this Agreement if the party fails to perform any material obligation under this Agreement and such failure continues uncured for more than thirty (30) days after receiving a written notice of default from the other party. In the event such default or breach is not a Compensation Default (as defined hereinafter) and of such nature that it cannot be cured or remedied within said thirty (30) day period, then in such event the defaulting party shall upon written notice from any non-defaulting party 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 is not to be cured or remedied within a reasonable time, the aggrieved non-defaulting party may institute such proceedings as may be necessary or desirable

TUESDAY, APRIL 29, 2025
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

in its opinion to cure and remedy such default or breach. Any such default which continues uncured beyond the applicable cure period above shall constitute an "Event of Default".

The parties agree that a failure by Developer or an Owner to pay to, or otherwise satisfy in favor of, Teays Valley, any of the compensation required by this Agreement, if uncured within thirty (30) days after receipt of written notice thereof by the non-defaulting party, shall constitute a default under the CRA Agreement (each, a "Compensation Default").

In addition, the parties agree that notwithstanding anything in this Agreement to the contrary, neither an Owner's failure, or any of such Owner's respective successors, assigns, lessees, or sub-lessees, to make a PILOT Payment or any other payment when due hereunder with respect to the Owner's Building(s) and the corresponding CRA Exemption shall in any way impair or affect the CRA Exemptions as applicable to any other Building or portion of any Building not owned by such Owner.

An Event of Default will entitle the non-defaulting party to terminate this Agreement as to the portion of the Exempted Property owned by the defaulting party upon written notice to the defaulting party; and pursue any other remedy available at law or equity against such defaulting party.

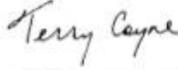
[Signatures follow]

TUESDAY, APRIL 29, 2025
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

WHEREFORE, the parties hereto, each by a duly authorized representative, have entered into this Agreement on the date first set forth above.

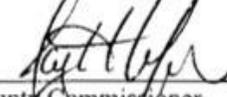
“Developer”

COYNE RICKENBACKER, LLC

By: 
Terence P. Coyne, Managing Member

“County”

COUNTY OF PICKAWAY, OHIO

By: 
County Commissioner

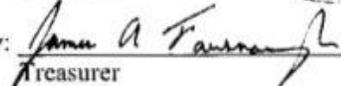
By: 
County Commissioner

By: 
County Commissioner

“Teays Valley”

BOARD OF EDUCATION OF THE
TEAYS VALLEYS SCHOOL DISTRICT

By: 
President

By: 
Treasurer

APPROVED AS TO FORM


Pickaway County Prosecutor

TUESDAY, APRIL 29, 2025
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

Exhibit A

Project Description/Map

EXEMPTED PROPERTY SITE PLAN

The Exempted Property is the real estate situated in the Township of Harrison, County of Pickaway and State of Ohio identified by the Pickaway County Auditor for tax year 2021 as parcel numbers D1200030027200, D1200030027600, D1200030027500, D1200030027400, D1200030027300, D1200030027700, D1200030027100, D1200030026700, D1200030026701, D1200030026800, D1200030026900, D1200030027104, D1200030027101, D1200030027106, D1200030027107, D1200030027102, and D1200030027105.



TUESDAY, APRIL 29, 2025
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

Exhibit B

Partial Assumption Agreement

PARTIAL ASSUMPTION AGREEMENT

This PARTIAL ASSUMPTION AGREEMENT (this "Agreement") is made and entered into by and between _____, a _____ [limited liability company][corporation] ("Assignee"), and _____, a _____ [limited liability company][corporation] ("Assignor"), and acknowledged and consented to by the BOARD OF EDUCATION OF THE TEAYS VALLEY LOCAL SCHOOL DISTRICT, PICKAWAY COUNTY, OHIO, a school district and political subdivision of the State of Ohio ("Teays Valley"), and the COUNTY OF PICKAWAY, OHIO, a political subdivision duly organized and validly existing under the constitution and laws of the State (the "County"). Except as otherwise provided herein, capitalized terms used herein shall have the same meaning as in the Compensation Agreement (as hereinafter defined).

WITNESSETH THAT:

WHEREAS, [Assignor or, if different, Developer], Teays Valley and the County have entered into that certain Harrison Township Project Compensation Agreement dated _____, 2025 (as amended from time to time, the "Compensation Agreement") relating to the availability of CRA Exemptions to be provided by the County to Developer with respect to Buildings to be constructed on approximately 680 acres of land located within Harrison Township, Ohio (the "Exempted Property");

WHEREAS, Assignor has entered a purchase agreement with Assignee whereby Assignee will acquire from Assignor a Parcel of the Exempted Property (that Parcel being referred to herein as the "Transferred Property" and is further described on Exhibit A hereto) on which [a Building subject to a CRA Exemption is currently located][Assignee will construct a Building that is eligible for CRA Exemption];

WHEREAS, in connection with the anticipated and planned conveyance of the Transferred Property by the Assignor to Assignee, Assignee now wishes to assume the rights and obligations of the Assignor under the Compensation Agreement as it relates to the Transferred Property, and Teays Valley and the County have, pursuant to the Compensation Agreement, agreed to consent to and acknowledge this Agreement; and

NOW, THEREFORE, in consideration of the circumstances described above, the covenants contained in the Compensation Agreement, and the benefit to be derived by Assignor and Assignee from the execution hereof, Assignor and Assignee hereby agree as follows:

1. From and after the date of execution of this Agreement, Assignee hereby (i) agrees to be bound by, assume and perform, or ensure the performance of, all of the obligations, agreements, covenants and restrictions set forth in the Compensation Agreement to be performed and observed

TUESDAY, APRIL 29, 2025
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

by the Owner with respect to the Transferred Property; and (ii) certifies to the validity as to Assignee as of the date of this Agreement, of the representations, warranties and covenants made by Assignor in the Compensation Agreement with respect to the Transferred Property.

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

3. Assignee further certifies that it is in compliance with State of Ohio campaign financing laws contained in Revised Code Chapter 3517, including, but not limited to, divisions (I)(1) and (3) and (J)(1) and (3) of Revised Code Section 3517.13, as applicable. Assignor hereby certifies that it is not aware of any violations of any provisions of Revised Code Section 2921.42 in connection with this Agreement. Assignee acknowledges that, as authorized by the Teays Valley Resolution, Teays Valley and Assignor entered into the Compensation Agreement, which Compensation Agreement provides for specific payments from the Assignee to Teays Valley in compensation for the award of economic development incentives for the Project. Assignee agrees to cooperate in the execution or any further agreements and documents and any real property declaration of covenants for the purpose of implementing and securing the Compensation Agreement.

4. Each of the County and Teays Valley agree that, from and after the Effective Date, as to the Transferred Property, Assignee has and shall have all entitlements and rights to tax exemptions, and obligations, as both (a) an "Owner" under the Compensation Agreement, and (b) in the same manner with like effect as if Assignee had been an original signatory had been an original signatory to the Compensation Agreement.

5. Notices to the Assignee under the Compensation Agreement shall be addressed as follows:

If to the Assignee:

[To be provided]

6. Upon execution of this Agreement, Assignor is released from all liability under the Compensation Agreement with respect to the Transferred Property.

[Signature pages follow]

**TUESDAY, APRIL 29, 2025
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO**

ASSIGNOR

[NAME OF ASSIGNOR]

By: _____
Print Name: _____
Title: _____

**[SIGNATURE PAGE TO PARTIAL ASSIGNMENT AND ASSUMPTION
AGREEMENT]**

**TUESDAY, APRIL 29, 2025
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO**

ASSIGNEE

[NAME OF ASSIGNEE]

By: _____
Print Name: _____
Title: _____

**[SIGNATURE PAGE TO PARTIAL ASSIGNMENT AND ASSUMPTION
AGREEMENT]**

**TUESDAY, APRIL 29, 2025
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO**

This Agreement is acknowledged and consented to by:

BOARD OF EDUCATION OF THE
TEAYS VALLEY SCHOOL DISTRICT

By: _____
President

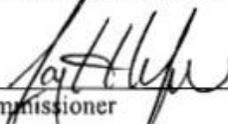
By: _____
Treasurer

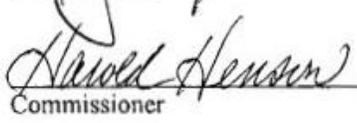
**[SIGNATURE PAGE TO
PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT]**

**TUESDAY, APRIL 29, 2025
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO**

This Agreement is acknowledged and consented to by:

COUNTY OF PICKAWAY, OHIO

By: 
Commissioner

By: 
Commissioner

By: 
Commissioner


Pickaway County Prosecutor
Approved-as-to-form

[SIGNATURE PAGE TO
PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT

B - 6

4868-6242-1274

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

Attest: Angela Karr, Clerk

**In the Matter of
Resolution Approving the Compensation Agreement
With Coyne Rickenbacker, LLC and Eastland-Fairfield Career and Technical Schools**

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

Resolution No.: PC-042925-35

TUESDAY, APRIL 29, 2025
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

WHEREAS, the County has notified Eastland-Fairfield that the Commissioners plan to adopt a resolution pursuant to R.C. Section 5709.78(A) of the Ohio Revised Code (the "TIF Resolution") for improvements (as defined in R.C. Section 5709.77, the "Improvements") to the Exempted Property declaring the Improvements to be a public purpose and exempting from real property taxation one hundred percent (100%) of those Improvements for a period of thirty (30) years (the "TIF Exemption"); and

WHEREAS, the TIF Resolution will require the Owners from time to time of the Exempted Property to make service payments in lieu of real estate taxes with respect to the Improvements during the TIF Exemption (collectively, the "Service Payments") provided that the obligation of the Owners to make Service Payments will not apply to the extent that any portion of the assessed value of any Building is exempted under the CRA Agreement for the period and to the extent that the Building is exempt under the CRA Agreement; and

WHEREAS, pursuant to R.C. Sections 5709.78 and 5709.82(B), the Commissioners, Developer and Eastland-Fairfield desire to enter into this Agreement to provide compensation to Eastland-Fairfield for its loss of real property taxes during the CRA Exemption and the TIF Exemption;

WHEREAS, Eastland-Fairfield has adopted a resolution (the "Eastland-Fairfield Resolution") approving the CRA Exemption and the TIF Exemption for the Exempted Property on the condition that the parties hereto enter into this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants hereinafter described, Eastland-Fairfield, Developer and the County covenant, agree and bind themselves as follows:

Section 1. Approval of the CRA Agreement and CRA Exemption; Compensation to Eastland-Fairfield While CRA Exemption in Effect; Approval of TIF Resolution.

- A. As provided in the Eastland-Fairfield Resolution, and subject to payment of the PILOT as described hereunder as and when due, Eastland-Fairfield hereby approves the CRA Exemption and the related CRA Agreement, as well as the TIF Resolution and the exemption provided therein. Eastland-Fairfield acknowledges that each separate Building constructed on the Exempted Property will receive a 15-year, 100% CRA Exemption for manufacturing uses pursuant to the CRA Agreement. "Manufacturing" as used herein and in the CRA Agreement is defined as "any process in which materials are changed, converted, or transformed into a different state or form from which they previously existed and includes refining materials, assembling parts, and preparing raw materials and parts by mixing, measuring, blending, or otherwise committing such materials or parts to the manufacturing process", and the determination of the County as to whether such use meets the definition of "Manufacturing" shall be conclusive. Notwithstanding anything in the foregoing to the contrary, unless otherwise approved by the County, no Owner of a Parcel of the Exempted Property shall be entitled to a CRA

TUESDAY, APRIL 29, 2025
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

Exemption for a Building constructed on such Parcel that is to be used as a distribution or fulfillment center, being a Building that is operated primarily as a product storage and shipping facility for the storage or distribution of goods (a "Distribution Center"), the construction of which commences during the period commencing on the effective date of the CRA Agreement and ending on the last day of the calendar month during which the fourteen (14) month anniversary date of the effective date of the CRA Agreement occurs (the "Moratorium End Date"). A Building is operated substantially as a Distribution Center, if 25% or more of the final square footage, as certified in the Owner's certificate of occupancy, of any Building is dedicated to use as a Distribution Center as determined by the County. After the Moratorium End Date, Developer or any other Owner of a Parcel of the Exempted Property can construct a Distribution Center on any Parcel of the Exempted Property, and such Distribution Center shall be entitled to a CRA Exemption of one hundred percent (100%) for years one through ten (1-10) and fifty percent (50%) for years eleven through fifteen (11-15), without further approval of the County or Eastland-Fairfield, notwithstanding that Developer has been unable to attract a Manufacturing end user to any other Parcel of the Exempted Property. The CRA Exemption for any Building shall commence as of the first year for which the Building would first be taxable were that Building not exempt from taxation under the CRA Agreement. No exemption shall commence after tax year 2038 (tax payment year 2039) nor extend beyond tax year 2053 (i.e., tax payment year 2054). Each Building constructed as a part of the Project shall be treated separately for purposes of determining its qualification for a CRA Exemption hereunder. Eastland-Fairfield acknowledges that the Eastland-Fairfield Resolution is effective for all CRA Exemptions provided pursuant to the CRA Agreement.

- B. Developer, for itself as an Owner and for all future Owners, agrees that annually during the term of any CRA Exemption for each Building under the CRA Agreement in which the CRA Exemption is one hundred percent (100%), the Owner thereof shall pay to Eastland-Fairfield, semi-annually in accordance with Section 2B below, a payment in lieu of taxes ("PILOT Payment") equaling the greater of (i) 30% of the real property taxes Eastland-Fairfield would have received had the CRA Exemption not been in place for the applicable Building, or (ii) an amount equal to 30% of the amount of real property taxes Eastland-Fairfield would have received had the CRA Exemption not been in place for the applicable Building if the assessed value of such Building was based upon a market value of \$55.00 per square foot for the Building (i.e., notwithstanding whether the actual value or the value determined by the Pickaway County Auditor (the "County Auditor") is lower than \$55.00 per square foot, calculated in accordance with Section 2(A) below). If and when the applicable CRA Exemption adjusts to fifty percent (50%) for a use other than Manufacturing, the applicable Owner shall no longer be required to pay any PILOT Payments for such Building. For example, if a PILOT Payment were to be made in calendar year 2025 for a CRA Exemption attributable to tax year 2024 for a 1,000,000 square foot building, the PILOT Payment would equal the greater of (a) 30% of the portion of real property taxes Eastland-Fairfield would have received had the CRA Exemption not been in place for the Building or (b)

TUESDAY, APRIL 29, 2025
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

\$10,776.15 annually (1,000,000 X \$55 X 35% X .001866 X 30%) (Square Feet X \$55 X Assessed Value Percentage X Eastland-Fairfield Effective Commercial Millage Rate for tax year 2024 X 30%). In addition to the PILOT Payments, on the Effective Date, Developer shall be obligated to pay Eastland-Fairfield (1) a one-time, up-front payment of \$14,140, and (2) a one-time payment of \$3,535 to apply to legal and other fees related to the negotiation of the Agreement. Furthermore, each Owner of a Parcel shall be obligated to make a one-time, up-front payment to Eastland-Fairfield of \$10,065 for the Building constructed on its Parcel, which payment shall be due and payable no later than thirty (30) days after the award of a certificate of occupancy for such Building.

- C. For avoidance of doubt, Eastland-Fairfield will receive compensation hereunder comparable to that received by Teays Valley Local School District, a school district and political subdivision of the State of Ohio ("Teays Valley"), under its separate compensation agreement with Developer based on Eastland-Fairfield's effective commercial millage compared to Teays Valley's effective commercial millage for the relevant tax year. For tax year 2024, for example, amounts received by Eastland-Fairfield would be 7.07% of what Teays Valley Local School District receives.
- D. The parties agree that this Agreement is subject to the Exempted Property being used primarily for manufacturing, distribution, e-commerce fulfillment, warehousing, logistics, packaging, assembly, or office space and that the approvals and waivers provided by Eastland-Fairfield remain effective only if use of the Exempted Property is limited to the permitted uses according to the applicable zoning code for the Exempted Property (as may be amended to permit warehousing, storage and distribution facilities, including truck and transfer terminals, light manufacturing, fabrication, processing, assembling, packaging, or treatment of goods, materials, and products, administrative offices ancillary to the above uses, and freestanding office uses), subject to variances granted in a manner consistent with applicable law. For the avoidance of doubt, in no event shall the Exempted Property be used for residential or multi-family purposes.
- E. In return for the compensation to be provided herein, Eastland-Fairfield hereby waives all required notices in connection with approval of the CRA Agreement and the TIF Resolution, including but not limited to the forty-five day notices and the fourteen day notices pursuant to R.C. Sections 3735.67, 3735.671, 5709.78, 5709.82 and 5709.83, respectively, and hereby waives any defects or irregularities related to the CRA Agreement and the TIF Resolution.

Section 2. Payment of Compensation Payments to Eastland-Fairfield.

- A. Within thirty (30) days after each Building receives a certificate of occupancy, the Owner thereof shall notify Eastland-Fairfield of such certificate of occupancy and provide the approximate number of square feet that are located within the Building, as determined in accordance with BOMA Industrial Buildings: Standard Methods of

TUESDAY, APRIL 29, 2025
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

Measurement (ANSI Z65.2-2012), the Exterior Wall Methodology (Method A), together with such supporting information as Eastland-Fairfield shall reasonably request.

B. On a semi-annual basis, between January 1 and March 1, and between April 1 and June 1, of each calendar year following each tax year of the CRA Exemption for each Building, the Pickaway County Treasurer (the "County Treasurer") or a collection agent designated by Eastland-Fairfield and consented to by the County (the "Collection Agent") shall calculate the amount of the PILOT Payment due in that semi-annual period to Eastland-Fairfield from each Owner based on the formula outlined in Section 1(B) and on the square footage provided pursuant to Section 2(A), and reflect such PILOT Payment in a written statement sent to each Owner (each, a "PILOT Statement"). Each semi-annual PILOT Statement shall specify that the amount due is one-half of the PILOT Payment for that year. Each Owner shall provide any objections to the calculation in writing to the County Treasurer or the Collection Agent, as the case may be, no later than thirty (30) days after receipt of a PILOT Statement. If no objections are provided within that time period, the PILOT Payment certified on the applicable PILOT Statement shall be due from each Owner to Eastland-Fairfield Treasurer no later than sixty (60) days after receipt of the PILOT Statement. If objections are noted, the objecting Owner and Eastland-Fairfield shall work in good faith to correct the calculation, with payment to the Eastland-Fairfield Treasurer due no later than thirty (30) days after resolution of any objections. Developer and each Owner shall reasonably cooperate with the County Treasurer or the Collection Agent, as the case may be, in the preparation of the PILOT Statements and in the calculation of the PILOT Payments.

C. The method of payment for any PILOT Payment due under this Agreement shall be by wire transfer unless another method is mutually agreed upon between the Parties.

Section 3. **Reconciliation of Payments.** In the event Eastland-Fairfield wishes to reconcile the amount of any PILOT Payment, Eastland-Fairfield may request a meeting with Developer for that purpose. Within fifteen (15) days thereafter or such longer period as may be mutually agreed upon, the parties shall meet to discuss and reconcile or resolve the matter.

Section 4. **Amendment.** This Agreement may be amended or modified by the parties only in writing, signed by the parties to this Agreement.

Section 5. **Notices.** All notices, designations, certificates, requests, or other communications under this Agreement shall be sufficiently given and shall be deemed given when mailed by registered mail, postage prepaid, addressed to the following addresses:

If to Eastland-Fairfield:	Eastland-Fairfield Career & Technical Schools 4300 Amalgamated Place Groveport, OH 43125
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TUESDAY, APRIL 29, 2025
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

Attn: Treasurer

If to Developer:	Coyne Rickenbacker, LLC 1318 Erie Road Rocky River, OH 44114 Attn: Terrance P. Coyne
With a copy to:	Thompson Hine LLP 10050 Innovation Drive, Suite 400 Dayton, Ohio 45342-4934 Attn: Arik A. Sherk
If to the County:	County of Pickaway, Ohio 121 West Franklin Street Circleville, Ohio 43113 Attn: Tim McGinnis, Development & Planning Director

Eastland-Fairfield, Developer, and the County may change their address for receiving notices and reports by giving written notice of such change to the other.

- Section 6. **Severability.** Should any portion of this Agreement be declared by the courts to be unconstitutional, invalid, or otherwise unlawful, such decision shall not affect the entire agreement but only that part declared to be unconstitutional, invalid or illegal.
- Section 7. **Filing of Agreement.** The Clerk of the Commissioners shall file an executed copy of this Agreement with both the County Auditor and the County Treasurer.
- Section 8. **Counterparts.** This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any party to this Agreement may execute this Agreement by signing any such counterpart.
- Section 9. **Assignment.** This Agreement and the benefits and obligations hereof are not assignable by Developer or any Owner to another Owner without the express, written approval of the County and Eastland-Fairfield, which approval shall not be unreasonably withheld or delayed; provided, however, that the County and Eastland-Fairfield agree not to withhold approval of any other assignment of the benefits and obligations hereof by Developer or any Owner to another Owner so long as Developer or the transferring Owner is current on all PILOT Payments and other payments due to Eastland-Fairfield hereunder and any transferee or assignee files with the County and Eastland-Fairfield an assumption agreement substantially in the form attached hereto as Exhibit B (each, an "Assumption Agreement"), wherein such transferee or assignee (each, an "Assignee"), inter alia, (a) assumes all obligations of an Owner under this Agreement with respect to one or more Buildings and (b) certifies to the validity of the representations, warranties and covenants contained herein as to the Assignee. Within fifteen (15) days following

TUESDAY, APRIL 29, 2025
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

receipt by the County of such Assumption Agreement, Eastland-Fairfield and the County shall acknowledge and consent to the execution of the Assumption Agreement and return the executed Assumption Agreement to or at the direction of the Assignee. For each Assumption Agreement filed with the County, the \$1,000 assignment fee required by Section 15 of the CRA Agreement shall be due to the County (without duplication) within thirty (30) days after the complete execution of that Assumption Agreement.

Section 10. Term. This Agreement shall remain in effect for each portion of the Exempted Property for such period as the CRA Exemption is in effect for that portion of the Exempted Property.

TUESDAY, APRIL 29, 2025
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

Section 11. Notice of Default, Cure and Remedy. A party shall be in default of this Agreement if the party fails to perform any material obligation under this Agreement and such failure continues uncured for more than thirty (30) days after receiving a written notice of default from the other party. In the event such default or breach is not a Compensation Default (as defined hereinafter) and of such nature that it cannot be cured or remedied within said thirty (30) day period, then in such event the defaulting party shall upon written notice from any non-defaulting party 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 is not to be cured or remedied within a reasonable time, the aggrieved non-defaulting party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach. Any such default which continues uncured beyond the applicable cure period above shall constitute an "Event of Default".

The parties agree that a failure by Developer or an Owner to pay to, or otherwise satisfy in favor of, Eastland-Fairfield, any of the compensation required by this Agreement, if uncured within thirty (30) days after receipt of written notice thereof by the non-defaulting party, shall constitute a default under the CRA Agreement (each, a "Compensation Default").

In addition, the parties agree that notwithstanding anything in this Agreement to the contrary, neither an Owner's failure, or any of such Owner's respective successors, assigns, lessees, or sub-lessees, to make a PILOT Payment or any other payment when due hereunder with respect to the Owner's Building(s) and the corresponding CRA Exemption shall in any way impair or affect the CRA Exemptions as applicable to any other Building or portion of any Building not owned by such Owner.

An Event of Default will entitle the non-defaulting party to terminate this Agreement as to the portion of the Exempted Property owned by the defaulting party upon written notice to the defaulting party; and pursue any other remedy available at law or equity against such defaulting party.

[Signatures follow]

**TUESDAY, APRIL 29, 2025
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO**

WHEREFORE, the parties hereto, each by a duly authorized representative, have entered into this Agreement on the date first set forth above.

“Developer”

“County”

COYNE RICKENBACKER, LLC

COUNTY OF PICKAWAY, OHIO

By: *Terry Coyne*
Terence P. Coyne, Managing Member
Title:

By: *[Signature]* 4/29/25
County Commissioner

By: *[Signature]* 4/29/25
County Commissioner

By: *[Signature]* 4/29/25
County Commissioner

BOARD OF EDUCATION OF THE
EASTLAND-FAIRFIELD CAREER &
TECHNICAL SCHOOLS

By: *[Signature]*
President

By: *[Signature]*
Treasurer

APPROVED AS TO FORM

[Signature]
Pickaway County Prosecutor

TUESDAY, APRIL 29, 2025
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

Exhibit A

Project Description/Map

EXEMPTED PROPERTY SITE PLAN

The Exempted Property is the real estate situated in the Township of Harrison, County of Pickaway and State of Ohio identified by the Pickaway County Auditor for tax year 2021 as parcel numbers D1200030027200, D1200030027600, D1200030027500, D1200030027400, D1200030027300, D1200030027700, D1200030027100, D1200030026700, D1200030026701, D1200030026800, D1200030026900, D1200030027104, D1200030027101, D1200030027106, D1200030027107, D1200030027102, and D1200030027105.



TUESDAY, APRIL 29, 2025
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO



**Approval of Agreement with Pickaway County Commissioners and Coyne
Rickenbacker LLC 041F-25**

**A RESOLUTION AUTHORIZING THE EXECUTION OF A PROJECT
COMPENSATION AGREEMENT, AND WAIVING CERTAIN NOTICES
IN CONNECTION THEREWITH**

WHEREAS, the Ohio Community Reinvestment Area Program, pursuant to Ohio Revised Code ("O.R.C.") Sections 3735.65 - .70, authorizes municipalities to grant real property tax exemptions on eligible new investments; and

WHEREAS, the Board of County Commissioners (the "Commissioners") of the County of Pickaway, Ohio (the "County"), by Resolution adopted on July 10, 2006, has previously established the Northern Industrial Community Reinvestment Area specified in that Resolution (the "CRA Area") as a "Community Reinvestment Area" ("CRA") pursuant to Ohio Revised Code ("R.C.") Sections 3735.65 - 3735.70, inclusive (the "CRA Act"); and

WHEREAS, Coyne Rickenbacker LLC, an Ohio limited liability company (together with its permitted successors and assigns, the "Company"), desires to construct, or cause to be constructed, commercial and industrial facilities and related improvements providing manufacturing, distribution, e-commerce fulfillment, warehousing, logistics, packaging, assembly, possibly with office space comprising up to 30% of any particular facility, and related improvements (the "Project," with each individual building within the Project and its related site improvements hereinafter referred to as a "Building") at a site within the boundaries of Harrison Township, Ohio (the "Exempted Property," which is described in Exhibit A attached hereto and incorporated herein by this reference), provided that the appropriate economic development incentives are available to support the economic viability of the Project; and

WHEREAS, under the proposed CRA Agreement, the County will provide each separate Building constructed on the Exempted Property a 15-year, 100% CRA Exemption for manufacturing uses pursuant to the CRA Agreement. "Manufacturing" as used herein and in the CRA Agreement is defined as "any process in which materials are changed, converted, or transformed into a different state or form from which they previously existed and includes refining materials, assembling parts, and preparing raw materials and parts by mixing, measuring, blending, or otherwise committing such materials or parts to the manufacturing process", and the determination of the County as to whether such use meets the definition of "Manufacturing" shall be conclusive. Notwithstanding anything in the foregoing to the contrary, unless otherwise approved by the County, no Owner of a Parcel of the Exempted Property shall be entitled to a CRA Exemption for a Building constructed on such Parcel that is to be used as a distribution or fulfillment center, being a Building that is operated primarily as a product storage and shipping facility for the storage or distribution of goods (a "Distribution Center"), the construction of which commences during the period commencing on the effective date of the CRA Agreement and ending on the last day of the calendar month during which the fourteen (14) month anniversary date of the effective date of the CRA Agreement occurs (the "Moratorium End Date"). A Building is operated substantially as a Distribution Center if 25% or more of the final square footage, as certified in the Owner's certificate of occupancy, of any Building is dedicated to use as a Distribution Center as determined by the County. After the Moratorium End Date, Developer or any other Owner of a Parcel of the Exempted Property can construct a Distribution Center on any Parcel of the Exempted Property, and such Distribution

TUESDAY, APRIL 29, 2025
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO



Center shall be entitled to a CRA Exemption of one hundred percent (100%) for years one through ten (1-10) and fifty percent (50%) for years eleven through fifteen (11-15), without further approval of the County or Eastland-Fairfield, notwithstanding that Developer has been unable to attract a Manufacturing end user to any other Parcel of the Exempted Property. The CRA Exemption for any Building shall commence as of the first year for which the Building would first be taxable if the Building is not exempt from taxation under the CRA Agreement. No exemption shall commence after tax year 2038 (tax payment year 2039) nor extend beyond tax year 2053 (i.e., tax payment year 2054). Each Building constructed as a part of the Project shall be treated separately for the purpose of determining its qualification for a CRA Exemption hereunder.

WHEREAS, in order for the County to grant the CRA Exemption to the Company, the approval of the Board of the School District is required; and

WHEREAS, the County further has expressed to this Board its desire to grant, pursuant to Ohio Revised Code Section 5709.77 et seq. (collectively, the "TIF Statutes") a one hundred percent (100%), thirty (30) year real property tax exemption on the increase in assessed value of real property comprising the Project Site, all in connection with the tax increment financing ("TIF") of certain public infrastructure improvements benefitting the Project Site; and

WHEREAS, O.R.C. Section 5709.82 provides for school districts to enter into agreements for compensation in lieu of the real property tax revenue foregone as a result of a real property tax exemption associated with a community reinvestment area and tax increment financing, and the Company has agreed to compensate the School District in consideration for its approval of the CRA Exemption pursuant to the terms of a Compensation Agreement among the County, the Company, and the School District (the "Compensation Agreement"), a copy of which is on file with the School District; and

WHEREAS, subject to the provisions of this Resolution, the execution by the Company of the Compensation Agreement, and the continued performance by the Company of its obligations to the School District thereunder, this Board has determined to (i) approve a 100% real property tax exemption for fifteen years with respect to the Buildings in the Area, (ii) authorize the execution and delivery by the School District of the Compensation Agreement, (iii) waive all notices otherwise required by the Ohio Revised Code in connection with the approval and execution of the CRA Agreement, (iv) approve a 100% real property tax exemption for thirty years with respect to the increase in assessed value of the real property comprising the Project Site, and (v) waive all notices otherwise required by the Ohio Revised Code in connection with the passage and implementation of the TIF; and

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF EDUCATION OF THE EASTLAND-FAIRFIELD CAREER & TECHNICAL SCHOOLS, PICKAWAY, FAIRFIELD, AND FRANKLIN COUNTIES, OHIO, THAT:

1. This Board hereby authorizes the School District to enter into the Compensation Agreement.
2. This Board hereby waives all notice requirements in connection with approval of the CRA Agreement and the TIF, including but not limited to the 45-day notice and the 14-day notice pursuant to O.R.C. Sections 3735.67, 3735.671, 5709.78, and 5709.83, and waives any statutory defects or irregularities relating to the CRA Agreement and notice provided to the Board with

TUESDAY, APRIL 29, 2025
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO



respect to the same, provided that the CRA Agreement is substantially in the form on file with the Treasurer.

3. This Board agrees that the only compensation the School District will receive under O.R.C. Section 5709.82 or otherwise in respect of tax revenues forgone by the School District due to the CRA Exemption and the TIF is set forth in the Compensation Agreement and that the School District shall not seek or be entitled to any other compensation from the County or the Company in respect of the CRA Exemption or the TIF.

4. The President and Treasurer of this Board and the Superintendent of the School District are each authorized to execute and deliver the Compensation Agreement in substantially the form on file with the Treasurer, with such completions and changes therein and any amendments thereto which are not materially adverse to the School District and which shall be approved by any one or more of those officials authorized to execute the Compensation Agreement. The President and Treasurer of this Board and the Superintendent of this School District are also authorized to execute and deliver any other agreements, documents or certificates, and take all other actions necessary to accomplish the purposes of this Resolution. Execution of any agreement or document on behalf of this Board shall constitute conclusive evidence of this Board's approval of the documentation in the absence of fraud, misrepresentation, or material mistake of fact.

5. The Treasurer is authorized and directed to promptly certify a copy of this Resolution to the County.

6. This Board hereby finds and determines that all formal actions of this Board concerning and relating to the adoption of this Resolution were taken in an open meeting of this Board and that all deliberation of this Board and of any of its committees that resulted in those formal actions were in meeting open to the public, in compliance with law.

7. This Resolution shall be in full force and effect from and immediately upon its adoption.

Motion to approve the resolution.

Motion by Anne Darling Cyphert, second by Amanda Young.

Final Resolution: Motion Carried

Yea: Joyce Galbraith, Bill McGowan, Mary Pierce, Leo J Knoblauch, Amanda Young, Anne Darling Cyphert, Dion Manley, Barry Alcock, Jean Parker

I, Dawn Lemley, Treasurer of the Board of Education of the Eastland-Fairfield Career & Technical Schools, in said County, and in whose custody the Files, Journals, and Records of said Board are required by the Laws of the State of Ohio be kept, do hereby certify that the foregoing resolution is taken and copied from the minutes and that the same is a true and correct copy thereof.

Witness my signature this 12th day of March, 2025.

A handwritten signature in black ink, appearing to read 'Dawn Lemley', is written over a horizontal line.

Treasurer, Eastland-Fairfield Career & Technical Schools
Franklin County, Ohio

4300 Amalgamated Place • Groveport, OH 43125 • P: (614) 636-4530 • F: (380) 280-2250 • www.eastlandfairfield.com

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
Weekly Dog Warden Report:

The weekly report for the Wright Poling/Pickaway County Dog Shelter was filed for the week ending April 26, 2025.

TUESDAY, APRIL 29, 2025
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

A total of \$475 was reported collected as follows: \$160 in dog license; \$45 in dog license late penalty; \$50 in redemptions; \$70 in boarding revenue and \$150 in private donations.

Five (5) stray dogs were processed in; zero (0) dogs were adopted.

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

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

Jay H. Wippel, President

Harold R. Henson, Vice President

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

Attest: Angela Karr, Clerk