

TUESDAY, SEPTEMBER 1, 2026
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

The Pickaway County Board of Commissioners met in Regular Session in their office located at 139 West Franklin Street, Circleville, Ohio, on Tuesday, September 1, 2026, with the following members present: Mr. Jay H. Wippel, Mr. Harold R. Henson, and Mr. Gary K. Scherer. Marc Rogols, County Administrator, was also in attendance.

In the Matter of
Minutes Approved:

Commissioner Gary Scherer offered the motion, seconded by Commissioner Harold Henson, to approve the minutes from August 25, 2026, with corrections.

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

Attest: Brandy Stewart, 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 September 1, 2026, 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 \$266,098.00 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: Brandy Stewart, Clerk

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

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

BE IT RESOLVED, that the County Auditor certifies that both at the time that the following contracts or orders were made and at the time that a certification (Section 5705.41) was completed, sufficient funds were available or in the process of collection, to the credit of a proper fund, properly appointed and free from any previous encumbrance. The Then and Now Certification has been found to be properly filed and their respective vouchers shall be cross-referenced to the approving pages dated September 1, 2026, 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 \$2,132.50 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: Brandy Stewart, Clerk

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OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO**

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

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

**\$635.54 – 1001.160.30.530100 – AUD Supplies – Auditor
TO
1001.160.30.590100 – AUD Other Exp – Auditor**

**\$171.30 – 2956.400.32.540100 – S-SLCGP Contract Services – Sheriff
TO
2956.400.32.590100 – S-SLCGP Other Expenses - Sheriff**

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

Attest: Brandy Stewart, Clerk

**In the Matter of
Supplemental Appropriation Approved:**

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

\$400.00 – 5005.240.52.520100 – Derby OPERS – Engineer

\$800.00 – 5006.240.52.520100 – Orient Sewer OPERS – Engineer

\$600.00 – 5007.24032.52100 – Orient Water OPERS – Engineer

\$10,600.00 – 1001.130.32.520310 – Engineer ALGT Training – Engineer

\$200,000.00 – 1001.101.30.540100 – Countywide Contract Services – Commissioner

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

Attest: Brandy Stewart, 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:

**\$40,000.00 – 1001.103.42.580100 – Advance Out – Planning & Development
TO
2961.100.11.491000 – Advance In - Planning & Development**

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

Attest: Brandy Stewart, Clerk

**In the Matter of
Waiver Approved:**

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Crystal Fischer, Fiscal Specialist, requested a waiver to pay Darby Creek Excavating, in a timely manner related to the Pickaway County Engineer. After discussing the request, Commissioner Gary Scherer offered the motion, seconded by Commissioner Harold Henson, to waive the waiting period to issue payment to Darby Creek Excavating, in the amount of \$168,813.85 as follows:

\$168,813.85 #1001.101.30.540100 Knollwood WWTP and Wintergreen Lift Station

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

Attest: Brandy Stewart, Clerk

In the Matter of
Report Provided by Tim McGinnis:

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

- Planning Commission: September 8th Agenda
 - County Land Use Planning Discussion
- Outstanding Plats:
 - Duvall Road Right-of-Way Dedication West
 - Duvall Road Right-of-Way Dedication East
- Lot Splits:
 - 3 Approved lot splits in the last week, 9 open applications.
- CDBG
 - \$98,942.12 – ProCon Pay App #2 – Williamsport NRG
 - \$4,560 – Darby Creek Pay App #5 – Circleville CI
- County Land Use Plan – Trustees Round-Table

In the Matter of
Report Provided by Robert Adkins:

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

- We're working with Cisco on installing the proper OS on the replacement Switch
- Continuing testing with Palo Altos
- Troubleshoot a Firewall configuration issue preventing BOE connections to Microsoft Store
- 4th District Update – Shutdown Online Environment and staying with SharePoint architecture
- Accounts set up for Prosecutor and Engineer employees

In the Matter of
Report Provided by Tiffany Nash:

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

- Approvals
 - None
- This Week
 - Call with Frontier – 8/31
 - FEMA Evacuation & Sheltering Webinar – 9/2
 - 911 Coordinator Call – 9/3
 - TVTP Program Meeting with ADAMH – 9/4
- Next Week
 - Chamber Safety Council – 9/8
 - FEMA Messaging Webinar – 9/9
 - Alert & Warning Training at Franklin County – 9/10
- Programs
 - EMA Operations

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- Training for Alert & Warning
- 911 Coordinator
 - Verizon/Frontier switching to fiber lines
- LEPC
 - No new information
- Radio Programming –
 - Link Layer Update

In the Matter of
Report Provided by Jeremy Grant:

The following is a summary of the report provided by Jeremy Grant, Dog Warden.

Mr. Grant reported that they are currently housing 15 dogs. There were 3 visitors to the shelter last week and 5 volunteers. Mr. Grant received 10 different complaints. There were 2 dog bite investigations. Maintenance has begun in the meet and greet room. Nuisance designations were upheld. Owner may be redeeming them this week, gave the option for owner surrender. Shelter hours of operation officially expanded Monday – Friday 8:00 a.m. to 4:00 p.m. and Saturday 10:00 a.m. to 4:00 p.m. closed on Sundays. Body cameras for the Dog Wardens office are active and in use. Working well.

In the Matter of
Report Provided by Angela Karr:

The following is a summary of the report provided by Angela Karr, Deputy County Administrator:

- There were no (0) BWC claims (2026 = 11) and No (0) unemployment claims filed for the week (2026 = 2).
- Gov Deals –
 - PCSO provided information to post the two old Harley Davidson Motorcycles for sale. No Update
 - Waiting for information on old covert cars being sold. Donation to Airport to replace van.
- Personnel –
 - No (0) new hire packets were handed out this week, and a total of 48 in 2026.
- Job openings –
 - P/T Custodian & F/T Custodian – Posted – Two applicants
 - Maintenance Worker – Posted – Three applicants
 - Highway Maintenance Worker II (Engineer) - Posted
 - Assistant Prosecutor - Juvenile Division (Prosecutor) – Re-posted
 - JFS – Posted Referral Specialist 2(JFS)
- Building Department –
 - No Update
- Health Insurance –
 - No Update
- Miscellaneous –
 - Headstart Letter of Support
 - Depart of Agriculture Farmland Preservation Program
 - Pickaway County Chamber of Commerce Leadership Program
 - Budget for 2027 – Email will be sent
 - CEBCO – My Rewards same for 2027. Rewards available for redeeming, 2026 will show soon.
 - Sedgwick Amended True-up
 - Smart Growth

In the Matter of
County Administrator Report:

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

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- Health Insurance –
 - Matt Schoeppe (Wilson Partners) continues working on proposal for Life/Disability change. Completed conference call as timeline preparation Thursday, 7/16/26. Presentation to Commissioners 9/15/26.
- Miscellaneous –
 - Continue revising Fairgrounds lease update and payments. Meeting with Von Thursday, 9/10/26.
 - Ag Hall of Fame Thursday, 9/03/26.
 - Meetings:
 - Wednesday, 8/26/26 Virtual CCAO Group Retro Group Meeting
 - Thursday, 8/27/26 CORSA HR Training with Elected Officials, Department Heads, and Supervisors at JFS. Over 30 in attendance.
 - Smart Growth Committee – General Discussion – Appointment from Port Authority (Jay Designee)
 - Maximus – General Discussion – Cost allocation
 - SILCO Contract – Sheriff Hafey (Gate maintenance).
 - PCSO Elevator Maintenance – Support Frame
 - Building Department
 - Commercial Point Contract Signed
 - Tarlton Contract – Jay to sign
 - Palmer Energy Report for 8/27/26
 - GEOPRO Invoice – Funding change from ARPA to General Fund

In the Matter of
Out of County Travel Approved
For Job & Family Services Employees – September 2026:

The Commissioners reviewed and signed the Out-of-County Travel Authorization for numerous Job & Family Services employees to attend various meetings, training sessions, and to conduct home visitations throughout the month of September 2026, at the total probable cost of \$2,475.00. Commissioner Harold Henson offered the motion, seconded by Commissioner Gary Scherer, to approve the JFS Out-of-County Travel Authorization.

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

Attest: Brandy Stewart, Clerk

In the Matter of
Authorized Certification for OPWC Disbursements
For Pickaway County Engineer:

Commissioner Gary Scherer offered the motion, seconded by Commissioner Harold Henson, to approve and authorize Commissioner Wippel to execute the Authorized Certifications for OPWC Disbursements for the Pickaway County Engineer. The disbursement request is for CQ01AD, number B1, in the amount of \$438,574.96. The request reflects project completion at an estimated 75%.

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

Attest: Brandy Stewart, Clerk

In the Matter of
Community Development Block Grant
Village of Williamsport Neighborhood
Revitalization Contract “A”
Pay App #2:

Tim McGinnis presented a Pay App #2 for the Community Development Block Grant, Village of Williamsport Neighborhood Revitalization Grant Contract “A” in the amount of \$98,942.12. Commissioner

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Harold Henson offered the motion, seconded by Commissioner Gary Scherer, to approve and authorize Commissioner Jay Wippel to execute Pay App #2 for the Community Development Block Grant, Village of Williamsport Neighborhood Revitalization Grant Contract “A”.

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

Attest: Brandy Stewart, Clerk

In the Matter of
Community Development Block Grant
Utility Improvement for Walnut Street,
Walnut Street Circleville Ohio Drawdown #8:

Tim McGinnis presented a drawdown for the Community Development Block Grant, Utility Improvement for Walnut Street, Walnut Street Circleville Ohio. The drawdown is in the amount of \$4,560.00. Commissioner Harold Henson offered the motion, seconded by Commissioner Gary Scherer, to approve and authorize Commissioner Jay Wippel to execute Drawdown #8 for the Community Development Block Grant, Utility Improvement for Walnut Street, Walnut Street Circleville Ohio.

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

Attest: Brandy Stewart, Clerk

In the Matter of
Silco Fire & Security for
Pickaway County Sheriff’s Office:

Commissioner Gary Scherer offered the motion, seconded by Commissioner Harold Henson, to approve the following, and authorize Sheriff Hafey to sign quote from Silco Fire & Security for Gate Preventative Maintenance in the amount of \$1,360.00.

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

Attest: Brandy Stewart, Clerk

In the Matter of
Otis Elevator Company for
Pickaway County Sheriff’s Office:

Commissioner Harold Henson offered the motion, seconded by Commissioner Gary Scherer, to approve the following quote from Otis Elevator Company to provide labor and material to remove surface rust and corrosion from accessible elevator pit structural components and other lower hoist way equipment affected by corrosion. Rusted surfaces will be mechanically cleaned using grinding and wire-wheel methods to remove loose rust, scale, and debris. Then Otis will thoroughly clean the elevator pit and apply a rust-inhibitive primer and protective paint coating to affected structural surfaces and equipment. in the amount of \$11,850.55.

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

Attest: Brandy Stewart, Clerk

In the Matter of
Contract For Building Inspection Services

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For Pickaway County Building Department:

Commissioner Gary Scherer offered the motion, seconded by Commissioner Harold Henson, to approve the following and authorize Commissioner Jay Wippel to sign Contract for Building Inspection Services with the Village of Tarlton. The County shall make available to the Village the employees of Pickaway County Building Department to provide any necessary administrative services, inspections, and otherwise take all action necessary to enforce the building regulations of the Village. The services provided by the County shall also include the collection of all required building permit fees to the Village during the period of this contract and registration of contractors performing work within the Village including administration of contractor registration bonds.

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

Attest: Brandy Stewart, Clerk

In the Matter of
GEOPRO Imaging, LLC
For Pickaway County Engineer's Office:

Commissioner Gary Scherer offered the motion, seconded by Commissioner Harold Henson, to approve the following invoice from GEOPRO Imaging, LLC for scanning cabinet drawer, and lateral drawers in the amount of \$17,350.00.

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

Attest: Brandy Stewart, Clerk

In the Matter of
Temporary Liquor Permit Application
For Pickaway County Agricultural Society:

Commissioner Gary Scherer offered the motion, seconded by Commissioner Harold Henson, 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, on 9/25/2026 through 9/26/2026.

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

Attest: Brandy Stewart, Clerk

In the Matter of
Executive Session:

At 9:44 a.m., Commissioner Gary Scherer offered the motion, seconded by Commissioner Harold Henson, to enter into Executive Session pursuant to ORC §121.22 (G) (1) to consider the appointment, employment, dismissal, discipline, promotion, demotion, or compensation, etc., of a public employee with Marc Rogols, County Administrator, Angela Karr, Deputy County Administrator, and Brandy Stewart, 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: Brandy Stewart, Clerk

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

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

Attest: Brandy Stewart, Clerk

No Action taken.

**In the Matter of
Executive Session:**

At 9:55 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 Marc Rogols, County Administrator, Angela Karr, County Deputy Administrator, and Brandy Stewart, 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: Brandy Stewart, Clerk

At 9:55 a.m., the Commissioners exited Executive Session and Commissioner Gary Scherer offered the motion, seconded by Commissioner Harold Henson, to resume Regular Session.

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

Attest: Brandy Stewart, Clerk

No Action taken.

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

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

- Wednesday child fatality. A three-year-old drowned in swimming pool. Coroner's office ruled accidental drowning.
- Deputy Corey Hamlin retired at end of shift on Monday morning. Held retirement ceremony at the office.
- One of the two deputies who was in process with other agencies, has turned in his notice. Will be going to Fairfield County.
- We are going to start utilizing armed corrections officers at the courthouse to augment the courthouse security. They will be sworn in as bailiffs by the judges. Their firearms class was a Bailiff class, so it covers their requirements under the statute. The prosecutor and both judges have agreed on this.
- Detective Rex Emrick Highway was signed into law on Monday by Governor Dewine at a ceremony held at the Department of Transportation garage in Columbus. Chief Brown, Major Strawser and I were in attendance.

**In the Matter of
Visitors Bureau Update:**

Elizabeth Furniss, Pickaway County Visitors Bureau, met with the Commissioners to present the Pickaway County Visitors Bureau Marketing and Tourism Update for August 2028. Mrs. Furniss reported that visitors contributed a direct economic impact of \$134.1 million in Pickaway County in 2025, including spending by day and overnight visitors. She stated that this direct spending generated \$221.4 million in total

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economic impact, including indirect and induced impacts. Visitor activity sustained 1,182 direct jobs and an additional 501 indirect and induced jobs, for a total of 1,683 jobs supported by visitor spending, representing 6.8% of all jobs in the county.

Mrs. Furniss reported that the Pickaway County Visitors Bureau had 1.5 million Facebook views year to date, making Facebook the Bureau's largest audience touchpoint for the year. Website traffic and visits from Facebook increased 27%, and the Bureau gained just over 1,000 new page followers. She noted that users are clicking through to the website rather than simply scrolling past content. Usage of the Visit Pickaway County app increased from 494 users to 662 users. Mrs. Furniss also discussed the Google Ad Grant Search Campaign, which provides eligible nonprofits up to \$10,000.00 per month in free Google Search advertising to run text ads that drive traffic to their websites at no cost to the Pickaway County Visitors Bureau. She also reported that the Bureau began the Passport to the Trails program, with 110 registrants actively checking in across county trails and parks and a participant tracker in place to monitor progress by location.

Mrs. Furniss requested \$50,000.00 to be considered for the 2027 budget to support Programs such as, Tourism Information Centers, AI components, and related initiatives.

In the Matter of
Walnut Heights WWTP:

Chris Mullins, County Engineer, requested an advance from the Water Pollution Control Loan Fund for EPA fees associated with the Walnut Heights Wastewater Treatment Plant Project. The fees include a Permit to Install fee of \$15,100, consisting of a \$100 application fee and a \$15,000 maximum plan review fee; a Notice of Intent fee of \$200; and an NPDES Permit fee of \$500, consisting of a \$200 application fee and a \$300 fee for a wastewater treatment plant with a discharge between 50,000 and 100,000 gallons per day.

In the Matter of
Walnut Heights Wastewater Treatment Plant
EPA Fees For Pickaway County Engineer's Office:

Commissioner Gary Scherer offered the motion, seconded by Commissioner Harold Henson, to approve the Walnut Heights Wastewater Treatment Plant EPA Fees for Permit to Install Fee, Notice of Intent Fee, and NPDES Permit Fee in the amount of \$15,800.00.

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

Attest: Brandy Stewart, Clerk

In the Matter of
Marc Rogols Pickaway County Administrator
Designee for Smart Growth Initiative:

Commissioner Harold Henson offered the motion, seconded by Commissioner Gary Scherer, to approve Marc Rogols Pickaway County Administrator to serve as the designee for Commissioner Jay H. Wippel for the Smart Growth Initiative.

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

Attest: Brandy Stewart, Clerk

In the Matter of
Memorandum Of
Tax Increment Financing Agreement:

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D. The County and Developer desire to record this Memorandum in the real property records of Pickaway County, Ohio, to provide notice of the Agreement and the covenants, obligations, and exemptions established thereunder, all of which run with the land.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained in the Agreement, the County and Developer acknowledge and give notice of the following:

1. **TIF Exemption.** Pursuant to the TIF Resolution and the Agreement, the County has granted a one hundred percent (100%) exemption from real property taxation with respect to the increase in the assessed value of each Parcel (each, an "Improvement") as further defined in Section 5709.77 of the Ohio Revised Code. The exemption commences, for each Parcel, on the earlier of the first day of (i) the tax year in which there is an Improvement to the Parcel of at least \$175,000 (that is, an increase in true value of \$500,000), or (ii) tax year 2041, and ends 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 Sections 5709.77, 5709.78, 5709.79, and 5709.80 of the Ohio Revised Code and the TIF Resolution.
2. **Service Payments.** The Agreement obligates the owner of each Parcel to make semiannual service payments in lieu of taxes with respect to the Improvement allocable to that Parcel, payable to the Pickaway County Treasurer in accordance with the Agreement, the TIF Resolution, and the TIF Statutes.
3. **Covenants Running with the Land.** The obligations of each owner under the Agreement, including the obligation to make service payments, are absolute and unconditional covenants running with the land, are binding upon each subsequent owner of any Parcel and its successors and assigns, and are enforceable by the County, whether or not those covenants are expressly included in any instrument of conveyance.
4. **Priority of Lien.** As provided in Section 5709.91 of the Ohio Revised Code, the service payments for each Parcel are to 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 the priority of the lien and the collection of the service payments.
5. **Incorporation of Agreement; Controlling Terms.** This Memorandum is executed and recorded solely to provide notice of the Agreement and does not modify, amend, or supersede any term of the Agreement. The Agreement is incorporated herein by reference. In the event of any conflict or inconsistency between this Memorandum and the Agreement, the terms of the Agreement control. A complete copy of the Agreement is on file with, and available from, Pickaway County Planning & Development, 139 W. Franklin Street, Circleville, Ohio 43113.
6. **Counterparts.** This Memorandum may be executed in one or more counterparts, each of which is an original and all of which together constitute one and the same instrument.

[SIGNATURE PAGE DIRECTLY FOLLOWS]

Commissioners:
Jay H. Wippel
Harold R. Henson
Gary K. Scherer



Administrator:
Marc Rogols
Deputy County Administrator:
Angela Karr
Clerk:
Brandy Stewart

The Pickaway County Board of Commissioners met in Regular Session in their office located at 139 West Franklin Street, Circleville, Ohio, on Tuesday, September 1, 2026, with the following members present: Mr. Jay H. Wippel, Mr. Harold R. Henson, and Mr. Gary K. Scherer. Marc Rogols, County Administrator, was also in attendance.

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

Resolution No: PC-090126-67

**MEMORANDUM OF
TAX INCREMENT FINANCING AGREEMENT**

This **Memorandum of Tax Increment Financing Agreement** (this "Memorandum") is made and entered into as of May 26, 2026, 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, and **C5 GLOBAL CONNECT LLC**, a Delaware limited liability company (the "Developer").

RECITALS

- A. The County and Developer have entered into that certain Tax Increment Financing Agreement dated as of May 26, 2026 (the "Agreement"), which sets forth the respective rights and obligations of the County and Developer with respect to the real property described below. Capitalized terms used but not defined in this Memorandum have the meanings given to them in the Agreement.
- B. The Agreement concerns certain real property situated in Madison Township, Pickaway County, Ohio, identified by the Pickaway County Auditor for tax year 2026 as parcel numbers F1600010005602, F1600010005603, F1600010005601, F1600010000600, F1600010005600, and F1600010005700 (collectively, the "Project Area," and each parcel therein, whether as presently appearing on the county tax duplicate or as subdivided or combined on future tax duplicates, a "Parcel").
- C. By its Resolution No. 052626-28 passed May 26, 2026 (the "TIF Resolution"), the County declared improvements to the Parcels to be a public purpose and exempt from real property taxation and approved and authorized the execution of the Agreement.

In the Matter of
Memorandum Of Tax
Increment Financing Agreement:

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“Developer”
C5 GLOBAL CONNECT LLC

By: _____
Doug Armbruster, Assistant Secretary

STATE OF _____)
) SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, by Doug Armbruster, Assistant Secretary of C5 Global Connect LLC, a Delaware limited liability company, on behalf of the limited liability company. No oath or affirmation was administered to the signer with regard to this notarial act.
(SEAL)

Notary Public
My commission expires: _____

IN WITNESS WHEREOF, the County and Developer have caused this Memorandum to be executed by their respective duly authorized officers as of the date first written above.

“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

STATE OF OHIO)
) SS:
COUNTY OF PICKAWAY)

The foregoing instrument was acknowledged before me this 1 day of September, 2026, by Jay H. Wippel, Harold Henson, and Gary Scherer, members of the Board of County Commissioners of the County of Pickaway, Ohio, an Ohio county and political subdivision, on behalf of the County. No oath or affirmation was administered to the signers with regard to this notarial act.
(SEAL)

Notary Public
My commission expires: 5/07/28

 BRANDY STEWART
Notary Public, State of Ohio
My Comm. Expires 5/07/28

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PICKAWAY COUNTY, OHIO

Attachment

Finalized Resolution No. PC-052626-28 Dated May 26, 2026

TAX INCREMENT FINANCING AGREEMENT

This Tax Increment Financing Agreement (this “Agreement”) is made and entered into as of May 26, 2026 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 C5 GLOBAL CONNECT LLC, a Delaware limited liability company (“Developer”), on the other hand:

WITNESSETH:

WHEREAS, Developer owns certain real property situated in Madison 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 May 26, 2026 (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

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WHEREAS, the County has determined that it is necessary and appropriate and in the best interest of the County to provide for the owner of each Parcel (together with 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 of the TIF Statutes and the TIF Resolution.

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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 CORE5 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

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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 "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

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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 charges 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 hereto that are reasonably expected to be incurred by Developer up to a maximum principal amount. Costs for roadway conditions, right-of-way, including, specifically right-of-way dedicated to the County for the purposes of improving Airbase Road, and roadway construction in a principal amount not to exceed \$2,062,750, public utilities construction, including waterline, storm sewer, gas, and fiber improvements, and other related improvements, in a principal amount not to exceed \$6,092,000, erosion control in a principal amount not to exceed \$4,580,796 and engineering, surveying, legal, inspection, and other soft costs in a principal amount not to exceed \$639,466 are described in Exhibit B. 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 \$4,458,338.00 (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

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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 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 May 26, 2026 and remains

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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 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

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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:

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|----------------------|--|
| As to the Developer: | c/o C5 Global Connect LLC
1230 Peachtree Street NE, Suite 1000
Atlanta, GA 30309
Attn: Bobby Marston, General Counsel
Doug Armbruster, Assistant Secretary |
| With a Copy To: | Montrose Law Firm, LLC
100 E Broad St., Suite 2320
Columbus, OH 43215
Attn: David J. Robinson |
| To the County: | Pickaway County Planning & Development
139 W. Franklin St.
Circleville, OH 43113
Attn: Tim McGinnis, Director |
| With a Copy To: | Bricker Graydon LLP
100 S. Third St.
Columbus, OH 43215
Attn: J. Caleb Bell, Esq. |
| And, With a Copy To: | Pickaway Progress Partnership
1360 Lancaster Pike
Suite 111
Circleville, Ohio 43113 |

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Attn: Brian Hill, 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 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 C5 Global Connect LLC, as Developer, for so long as C5 Global Connect LLC remains the Developer. Notwithstanding any provision to the contrary, C5 Global Connect 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)

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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 beyond all applicable grace, notice and cure periods;

(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 beyond all applicable grace, notice and cure periods;

(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

(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

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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

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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

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 Wyatt LLP, its fees and expenses for costs of preparing all documentation associated with this Agreement, up to \$15,000, 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 Wyatt LLP, its reasonable fees and expenses relating to any assignment of this Agreement pursuant to Section 13 hereof.

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PICKAWAY COUNTY, OHIO

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.

[The Remainder of This Page Intentionally Left Blank]

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, SEPTEMBER 1, 2026
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PICKAWAY COUNTY, OHIO

“Developer”

C5 GLOBAL CONNECT LLC

By: _____
Doug Armbruster, Assistant Secretary

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STATE OF OHIO)
) SS:
COUNTY OF PICKAWAY)

The foregoing instrument was acknowledged before me this 1 day of September, 2026 by Jay H. Wippel, Harold Henson, and Gary Scherer, members of the Board of County Commissioners of the County of Pickaway, Ohio, an Ohio county and political subdivision. No oath or affirmation was administered to the signer with regard to this notarial act.

(SEAL)



BRANDY STEWART
Notary Public, State of Ohio
My Comm. Expires 5/07/28

Brandy Stewart
Notary Public
My commission expires: 5/07/28

STATE OF _____)
) SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2026 by Doug Armbruster, Assistant Secretary of C5 GLOBAL CONNECT LLC, a Delaware limited liability company. No oath or affirmation was administered to the signer with regard to this notarial act.

(SEAL)

Notary Public
My commission expires: _____

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FISCAL OFFICER’S CERTIFICATE

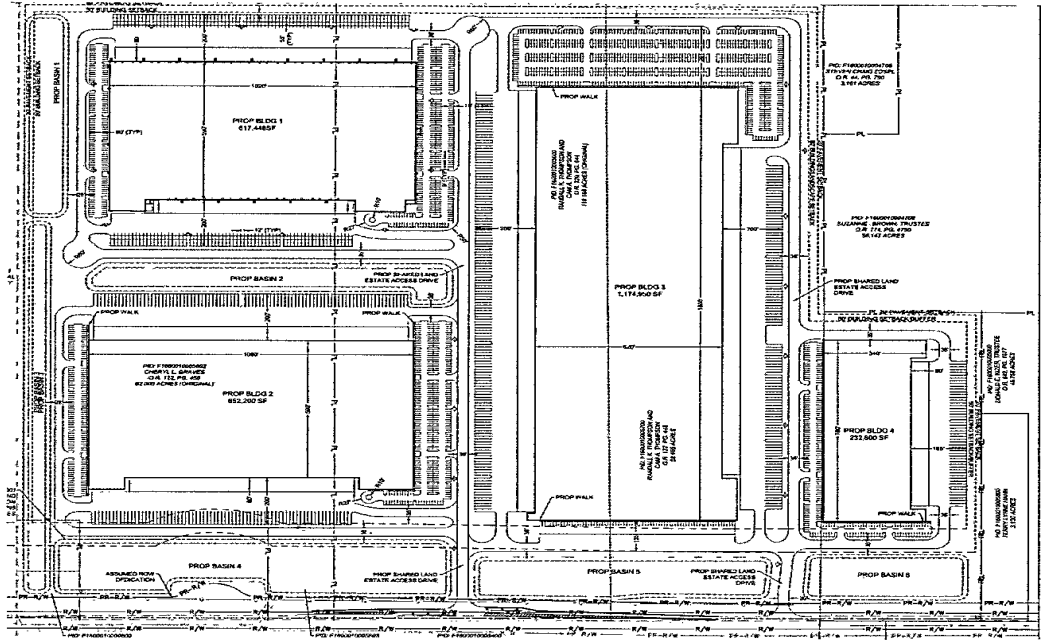
The County has no obligation to make payments pursuant to the foregoing Agreement except from Service Payments to be collected for deposit into the TIF Fund. Section 5 of Resolution 052626-28 has appropriated those funds for expenditure in accordance with the foregoing Agreement. Accordingly, as fiscal officer for Pickaway County, I hereby certify that funds sufficient to meet the obligations of the County under the foregoing Agreement (including specifically the funds required to meet the obligation of the County in the year 2026), but in an amount not greater than those Service Payments actually received by the County, have been lawfully appropriated for the purposes thereof and are available in the treasury and/or upon implementation of the processes under Sections 5709.78, 5709.79 and 5709.80 of the Ohio Revised Code, are in the process of collection to the credit of an appropriate fund, free from any previous encumbrance. This Certificate is given in compliance with Sections 5705.41 et seq. of the Ohio Revised Code.

Dated: _____, 2026 _____
County Auditor

EXHIBIT A

Site Plan and Description of Madison Township Land

The Property is the real estate situated in the Township of Madison, County of Pickaway and State of Ohio identified by the Pickaway County Auditor for tax year 2026 as parcel numbers F1600010005602, F1600010005603, F1600010005601, F1600010000600, F1600010005600, and F1600010005700.



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EXHIBIT B

REIMBURSABLE COSTS OF PUBLIC INFRASTRUCTURE IMPROVEMENTS

Roadway Construction		Notes
Developers Agreement with County Engineer (Share of Utilities and Road Improvements)	\$ 2,062,750	Formal Contribution Request from County Engineer
Public Utilities		3926 LF @ \$730/LF from Pepper Construction
Onsite - 10" Public Sanitary	\$ 2,865,000	Contribution Agreement from UPL
Offsite - UPL Gas Main Extension	\$ 675,000	SCP CAIC Agreement
Offsite - 2.5 miles of Express Feeder	\$ 2,375,000	5.00%
Public Utility Contingency	\$ 177,000	
Storm Water Management and Erosion Control		Engineering Estimate from ASI
Storm Water Management (Basins + Storm Pipe)	\$ 4,362,663	5.00%
SWM and EC Contignency	\$ 218,133	
Soft Cost		ASI
Engineering	\$ 80,000	
Legal Fees	\$ 75,000	
Material Testing and Inspection Fees	\$ 100,000	Terracon / AHJ Inspections
Construction Management Fee	\$ 384,466	3.00%
Total \$ 13,375,013		

Developer Maximum reimbursement amount not to exceed principal amount of \$4,458,338.00.

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

Attest: Brandy Stewart, Clerk

In the Matter of
Temporary Liquor Permit Application
For Pickaway County Agricultural Society:

Commissioner Gary Scherer offered the motion, seconded by Commissioner Harold Henson, 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, on 9/18/26.

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

Attest: Brandy Stewart, Clerk

In the Matter of

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Executive Session:

At 1:30 p.m., Commissioner Gary Scherer offered the motion, seconded by Commissioner Harold Henson, to enter into Executive Session pursuant to ORC §121.22 (G) (6) to discuss details of security arrangements and emergency response protocols for a public body or public office, with Spencer Bennett, Scioto Twp. Fire Department, Shawn Davidson, Harrison Twp. Fire, Jeremy Johnson, Pickaway Twp. Fire, Steven Brown, Pickaway Twp. Fire, Neil Cline, Scioto Twp. Fire, Colt Cline, Harrison Twp. Fire, Sheriff Matthew Hafey, Chief James Brown, Captain Phil Relli, Sheriff Dept., Tiffany Nash, EMA Director, Robert Adkins, IT Director, Marc Rogols, County Administrator, Angela Karr, County Deputy Administrator and, Brandy Stewart 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: Brandy Stewart, Clerk

At 2:05 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: Brandy Stewart, Clerk

No action taken.

In the Matter of
Weekly Dog Warden Report:

The weekly report for the Wright Poling/Pickaway County Dog Shelter was filed for the week ending August 29, 2026.

A total of \$415.00 was reported collected as follows: \$75 in dog licenses issued, \$45 in dog license late penalty; \$150 in adoptions, \$75 in redemptions, \$50 microchip fees, and \$20 in private donations.

Four (4) stray dogs were processed in; two (2) dogs were adopted.

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

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

Jay H. Wippel, President

Harold R. Henson, Vice President

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

Attest: Brandy Stewart, Clerk