

September 17, 2020

IN THE MATTER OF AUTHORIZING PAYMENT)
OF THEN AND NOW CERTIFICATION PRESENTED)
BY COUNTY AUDITOR AND AUTHORIZING)
PAYMENT OF WARRANT.)

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ASHLAND COUNTY, OHIO, EXECUTING PAYMENT OF THEN AND NOW CERTIFICATION PRESENTED BY THE COUNTY AUDITOR PURSUANT TO O.R.C. 5705.41(d)1, AND AUTHORIZING THE DRAWING OF WARRANT(S) IN PAYMENT OF AMOUNTS DUE UPON CONTRACT OR ORDER

The Board of County Commissioners of Ashland County, Ohio, met this 17th day of September, 2020, in Regular Session with the following members present:

Mr. Michael E. Welch
Mr. Denny D. Bittle
Mr. Jim Justice

Mr. Jim Justice introduced the following resolution and moved its adoption.

WHEREAS, the attached schedule of payment(s) is requested to be paid without existence of a prior approved contract or order, and is in excess of \$100.00;

WHEREAS, the obligation exists for this Board to make whole the vendor(s) or contractor(s) so stated;

WHEREAS, the Ashland County Auditor has certified that both, at the time of making of this contract(s) or order(s) and at the date of the certification, the amount(s) required to pay said contract(s) or order(s) has been appropriated and is in the treasury or in the process of collection;

WHEREAS, the actions of this Board have occurred within thirty (30) days from the receipt of the Auditor's certification; **NOW THEREFORE**,

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ASHLAND COUNTY, OHIO:

THAT, the Board hereby authorizes the payment of schedule for the following contracts and orders as stated on the attached exhibit:

\$5,937.19 to TriTech Software Systems for Sheriff
\$33,306.40 to TriTech Software Systems for Sheriff
\$17,811.56 to TriTech Software Systems for Sheriff
\$1,485.00 to Creative Product Sourcing, Inc. for Sheriff
\$3,325.00 to Wavelength Technical Consulting LLC for Sheriff
\$1,998.00 to Appleseed Community Mental Health Center for Sheriff
\$3,324.36 to Hobart Service for Sheriff
\$7,992.50 to Ashland Parenting Plus for Family & Children First
\$350.00 to A-1 Septic Tank Service for Commissioners

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and

THAT, the Board affirms, by signature, the attached Then and Now Certificate(s), as prescribed by the Ashland County Auditor; and

THAT, the Board directs the County Auditor to draw warrants for payment in the amounts described, pursuant to Ohio Revised Code Section 5715.41(d)1; and

THAT, this Board of County Commissioners hereby finds and determines that all formal actions relative to the adoption of this resolution were taken in an open meeting of this Board; and that all deliberations of this Board and of its committees, if any, which resulted in formal action, were taken in meetings open to the public in full compliance with applicable legal requirements, including Section 121.22 of the Revised Code.

Mr. Denny Bittle seconded the motion and upon the roll being called, the vote resulted:

Mr. Justice, Yes – Mr. Bittle, Yes – Mr. Welch, Yes

Resolution Adopted.

IN THE MATTER OF AUTHORIZING)
APPROPRIATION FOR VARIOUS DEPARTMENTS.)

Mr. Denny Bittle moved that the following appropriation of funds be approved:

Juvenile Court- \$250.54 to department #14, #4010 supplies
-to provide for reimbursement for COVID-19 purchases

\$5,170.76 to department #14, #1011 wages
-to provide for administrative pay during COVID-19

Probate Court - \$2,912.00 to department #16, #1011 wages
-to provide for administrative pay during COVID-19

Family & Children First - \$17,000 to Fund #70, #2010 contract services
-to provide for current and anticipated expenses

Probation Supervision - \$15,000 to Fund #54, #9040 other expense
-to provide for remaining year probation expenses

Mr. Jim Justice seconded the motion and upon the roll being called, the vote resulted:

Mr. Bittle, Yes – Mr. Justice, Yes – Mr. Welch, Yes

Motion Carried.

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IN THE MATTER OF AUTHORIZING)
TRANSFER FOR VARIOUS DEPARTMENTS.)

Mr. Jim Justice moved that the following transfer of funds be approved:

Sheriff - \$1,000 from department #24, #5040 equipment to #4010 supplies
\$6,000 from department #24, #5040 equipment to #9010 repairs
\$36.50 from department #52, communications, #4010 supplies to #2010 contract services
\$202.72 from department #52, communications, #5040 equipment to #2010 contract services
\$733.04 from department #52, communications, #9010 repairs to #2010 contract services
-to provide for anticipated expenses

Mr. Denny Bittle seconded the motion and upon the roll being called, the vote resulted:

Mr. Justice, Yes – Mr. Bittle, Yes – Mr. Welch, Yes

Motion Carried.

IN THE MATTER OF CONTRACT AMENDMENT)
FOR FAMILY STRENGTH & STABILITY PROGRAM)
BETWEEN ASHLAND PARENTING PLUS AND)
DEPARTMENT OF JOB & FAMILY SERVICES.)

Mr. Denny Bittle moved that the following amendment be approved for the contract between the Department of Job and Family Services and Ashland Parenting Plus for the Family Strength & Stability Program:

AMENDMENT #7

This amendment changes only the following provisions of the original contract and any prior adopted amendments:

- A. Budget Item – Personnel
Original Amount - \$305,317 Revised Amount - \$310,366
- B. Budget Item – Administrative Personnel
Original Amount - \$31,062 Revised Amount - \$31,062
- C. Budget Item – Program Supplies
Original Amount - \$2,500 Revised Amount - \$2,500
- D. Budget Item – Office Supplies
Original Amount - \$1,500 Revised Amount - \$1,500
- E. Budget Item – Travel/Mileage

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Original Amount - \$24,000

Revised Amount - \$19,150

F. Budget Item – Activity Fees

Original Amount - \$5,621

Revised Amount - \$5,422

G. Reason for Requested Budget Adjustment

To approve the budget for SFY 2021

CHANGE IN DELIVERABLES OR MEASURABLE OUTCOMES

No change in deliverables or outcomes.

Mr. Jim Justice seconded the motion and upon the roll being called, the vote resulted:

Mr. Bittle, Yes – Mr. Justice, Yes – Mr. Welch, Yes

Motion Carried.

IN THE MATTER OF CANCELLING)
COMMISSIONERS' MEETING FOR)
TUESDAY, SEPTEMBER 22, 2020.)

Mr. Jim Justice moved that the meeting for the Board of Ashland County Commissioners be cancelled for Tuesday, September 22, 2020.

Mr. Denny Bittle seconded the motion and upon the roll being called, the vote resulted:

Mr. Justice, Yes – Mr. Bittle, Yes – Mr. Welch, Yes

Motion Carried.

IN THE MATTER OF DEED FOR)
REAL PROPERTY PURCHASE)
AT 400 ORANGE STREET.)

Mr. Denny Bittle moved that the following **WARRANTY DEED** be processed for the Boards' purchase of real property known as 400 Orange Street, Ashland, Ohio 44805, site of the former Pumphouse building:

WARRANTY DEED

Ashland County Land Reutilization Corporation, an Ohio non-profit corporation (the "Grantor"), for valuable consideration paid, grant(s), with general warranty covenants, to the **Ashland County Commissioners**, whose tax mailing address is 110 Cottage Street, Ashland, OH 44805 (the "Grantee"), the real property described on ***Exhibit A*** attached hereto (the "Real Property").

Prior Instrument Reference: Official Records Volume 959, Page 4913

Permanent Parcel Numbers: P43-042-A-0056-03, P43-042-A-0056-04 and P43-042-A-0056-00

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The Real Property is conveyed subject to, and there are excepted from the general warranty covenants, the following:

1. Any lien or encumbrance accepted and assumed by Grantee under terms of the Agreement of Sale;
2. Such encroachments as do not materially adversely affect the use or value of the property;
3. Zoning ordinances, if any; and,
4. Taxes and assessments, which are a lien, but not yet due and payable.

Executed this 17th day of September, 2020.

**Ashland County Land Reutilization Corporation, an
Ohio non-profit corporation**

**BY: Ann M. Wurster (signed)
Ann M. Wurster, President**

**STATE OF OHIO
COUNTY OF ASHLAND**

The foregoing instrument was acknowledged before me this 17th day of September, 2020, by Ann M. Wurster, President of Ashland County Land Reutilization Corporation, an Ohio non-profit corporation, on behalf of said company.

(Seal)

Jennifer L. Chipner (signed)
Notary Public

Instrument Prepared By:
Clint M. Leibolt, Attorney at Law
Critchfield, Critchfield & Johnston, Ltd.
60 W Second St, PO Box 127
Ashland, OH 44805
File Reference: 20-6607

EXHIBIT A

PARCEL NUMBER ONE:

Situated in the City of Ashland, County of Ashland and State of Ohio: Being known as the following lots according to the County Auditor, North Ashland, Ohio: Lot Numbers Two Hundred Eighty-eight (288), Two Hundred Eighty-nine (289), Two Hundred Ninety (290), Two Hundred Ninety-one (291), Two Hundred Ninety-two (292), Two Hundred Ninety-three (293), Three Hundred Six (306), Three Hundred Seven (307), Three Hundred Eight (308), Three Hundred Nine (309), Three Hundred Ten (310) and Three Hundred Eleven (311).

PARCEL NUMBER TWO:

Situated in the City of Ashland, County of Ashland and State of Ohio: Known as being sixty (60) feet off the south side of Lot Number Three Hundred Twelve (312) North Ashland, Ohio according to the new numbering in said Town, and more particularly described as follows: Commencing at the Southeast corner of said lot on Orange Street, above described or tract of land deeded to Mathew Clugston and

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Thomas W. Hughs by John H. McCombs and others, dated December 14, 1877, filed for record in Volume 43, Page 114 of Ashland County, Ohio Deed Records; thence running West on south boundary of said lot about 300 feet to the east line of Church Street; thence running North on the said line sixty (60) feet; thence running Eastward and parallel with south line of said lot about 300 feet to the West side of Orange Street sixty (60) feet to the place of beginning, and being the premises conveyed to F.E. Myers & P.A. Myers by deed dated June 10, 1905 and recorded in Volume 112, Page 68 of Ashland County, Ohio Deed Records.

PARCEL NUMBER THREE:

Situated in the Village of Ashland (now the City of Ashland), County of Ashland and State of Ohio: Known as the alleys between Lots Number Two Hundred Ninety-one (291) on the one side, and Lots Number Two Hundred Eighty-nine (289) and Two Hundred Ninety (290) on the other side. Also the alley on the one side and lot Numbers Two Hundred Eighty-nine (289) and Two Hundred Ninety (290) on the other side. Also the alley between Lot Number Three Hundred Nine (309) on the one side and Lot Numbers Two Hundred Ninety (290) and Two Hundred Ninety-one (291) on the other side, also between Lot Numbers Three Hundred Six (306), Three Hundred Seven (307) and Three Hundred Eight (308) on the one side and Lot Numbers Three Hundred Nine (309), Three Hundred Ten (310) and Three Hundred Eleven (311) on the other side. All of said numbers refer to the new numbering of lots and plat made by John B. Weddell, and are in North Ashland, and being the same premises conveyed to F.E. Myers and P.A. Myers by deed dated April 29, 1890 and recorded in Volume 73, Pages 416-417 of Ashland County, Ohio Deed Records.

PARCEL NUMBER FOUR:

Situated in the City of Ashland, County of Ashland and State of Ohio: Being all the lands heretofore platted or laid out as streets or alleys contained within or abutting upon or adjacent to all of the foregoing described parcels of land, or any thereof, situated in the City of Ashland, Ashland County, Ohio, or the Township of Montgomery, Ashland County, Ohio now owned by the Grantor, heretofore abandoned or vacated by public authority, or which in any manner has reverted to the Grantor herein by reason of any abandonment or vacation. Being the same more or less, but subject to all legal highways.

SAVE AND EXCEPT THE FOLLOWING DESCRIBED PARCELS OF LAND:

EXCEPTED PARCEL NUMBER ONE:

Situated in the City of Ashland, County of Ashland and State of Ohio: Being Building A, Fourth Floor, Building C, Third Floor and Building B, Third Floor, Pumphouse Condominiums, and known as being 400 Orange Street, Pumphouse Condominiums, as further described in the Declaration, Drawings and By-Laws of said Condominium recorded in Volume 582, Pages 42-73 of Ashland County, Ohio Deed Records, be the same more or less, but subject to all legal highways and easements of record.

EXCEPTED PARCEL NUMBER TWO:

Situated in the City of Ashland, County of Ashland and State of Ohio: Being Basement, Building C; First Floor, Buildings A, B & C; Second Floor, Buildings A, B & C; Third Floor, Building A; and Fourth Floor, Building B, Pumphouse Condominiums, and known as being 400 Orange Street, Pumphouse Condominiums, as further described in the Declaration, Drawings and By-Laws of said Condominium recorded in Volume 582, Pages 42-73 of Ashland County, Ohio Deed Records, be the same more or less, but subject to all legal highways and easements of record.

ALSO MEANING HEREIN TO CONVEY ALL COMMON AREAS AND FACILITIES FOR PUMPHOUSE CONDOMINIUMS AS FURTHER DESCRIBED IN THE DECLARATION, DRAWINGS AND BY-LAWS OF SAID CONDOMINIUMS AS RECORDED IN VOLUME 582, PAGES 42-73 OF ASHLAND COUNTY, OHIO DEED RECORDS AND AS DEFINED IN SECTION 5311.01(B) OF THE OHIO REVISED CODE AND AS DELINEATED ON THE LAYOUT AND

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DRAWINGS ATTACHED HERETO AND MARKED AS EXHIBIT "B".

PARCEL NUMBER FIVE:

Situated in the City of Ashland, County of Ashland and State of Ohio: Being Basement, Building C; First Floor, Buildings A, B & C; Second Floor, Buildings A, B & C; Third Floor, Building A; and Fourth Floor, Building B, Pumphouse Condominiums, and known as being 400 Orange Street, Pumphouse Condominiums, as further described in the Declaration, Drawings and By-Laws of said Condominium recorded in Volume 582, Pages 42-73 of Ashland County, Ohio Deed Records, be the same more or less, but subject to all legal highways and easements of record.

PARCEL NUMBER SIX:

Situated in the City of Ashland, County of Ashland and State of Ohio: Being Building A, Fourth Floor, Building C, Third Floor and Building B, Third Floor, Pumphouse Condominiums, and known as being 400 Orange Street, Pumphouse Condominiums, as further described in the Declaration, Drawings and By-Laws of said Condominium recorded in Volume 582, Pages 42-73 of Ashland County, Ohio Deed Record, be the same more or less, but subject to all legal highways and easements of record.

Mr. Michael Welch seconded the motion and upon the roll being called, the vote resulted:

Mr. Bittle, Yes – Mr. Welch, Yes – Mr. Justice, No

Motion Carried.

IN THE MATTER OF ESCROW)
AGREEMENT FOR PURCHASE OF)
PROPERTY AT 400 ORANGE STREET.)

Mr. Denny Bittle moved that the following Escrow Agreement be approved and entered into in regard to the Boards' purchase of real property formerly known as the "Pumphouse Building", located at 400 Orange Street, Ashland, Ohio, and that Michael Welch, President of the Board of Ashland County Commissioners, be authorized to execute all documents necessary to effect the completion of the purchase:

**HEARTLAND TITLE AGENCY, LLC
STANDARD CONDITIONS OF ACCEPTANCE OF ESCROW
PURCHASE AND SALE FORM**

Ashland, Ohio, September 17, 2020:

HTA File No. 20-6607

In the matter of the sale of the premises known as **400 Orange Street, Ashland, OH 44805**, by **Ashland County Land Reutilization Corporation** ("Seller") to **Ashland County Commissioners** ("Buyer").

Instructions for escrow have been deposited with Heartland Title Agency, LLC in the form of a purchase agreement and/or escrow instructions dated April 2, 2020, under which Heartland Title Agency, LLC is appointed to act as Escrow Agent.

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IN CONSIDERATION of the acceptance of the above escrow by **Heartland Title Agency, LLC**, all of the parties agree that said acceptance is predicated upon the following conditions and stipulations and that any modification of said escrow instructions shall also be subject to the following provisions:

1. In the event that any party provides written notice to Heartland Title Agency, LLC of a default, non-performance, or dispute, Heartland Title Agency, LLC will promptly notify all parties and may decline to disburse funds or deliver any instruments until Heartland Title Agency, LLC receives a written agreement signed by all parties resolving said problem. Heartland Title Agency, LLC may, at its option, terminate the escrow by providing written notice of such termination to all parties and returning all funds, documents, and property to the parties depositing them, or at Heartland Title Agency, LLC's option, paying such funds into a court of competent jurisdiction. The parties agree to remain liable to Heartland Title Agency, LLC for all fees, expenses, and/or charges, which may be deducted from the funds deposited prior to the return of such funds.
2. Heartland Title Agency, LLC shall only be liable for such funds and instruments as are actually deposited and received by it for the transaction, and shall have a lien on all funds and instruments deposited with it to secure payment of its fees and costs. Any and all funds, documents, or property deposited by others (such as the mortgage lender) are subject to that depositor's instructions.
3. Funds deposited in escrow shall not bear interest. Any funds received by Heartland Title Agency, LLC may be deposited in Heartland Title Agency, LLC's escrow account in any depository which Heartland Title Agency, LLC may select.
4. HEARTLAND TITLE AGENCY, LLC SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE RESULTING FROM AND ASSUMES NO RESPONSIBILITY FOR THE FOLLOWING:
 - (a) validity, collectability, genuineness of signature, negotiability or marketability of any stocks, bonds, currency, passbooks, checks, documents or negotiable instruments deposited in escrow;
 - (b) any mechanic's liens which may be filed against the property;
 - (c) the existence, condition, location or identity of buildings, fixtures, improvements, or installations located or presumed to be located upon the premises;
 - (d) the condition, title or delivery of any personal property and the existence, sufficiency or transfer of any insurance thereon;
 - (e) the rights of any parties in possession whose interests do not appear of record;
 - (f) any restrictions upon the use of the premises created by zoning ordinances, or any other exercise of the so-called "police power" by any governmental authority;
 - (g) the identity of parties or the sufficiency of any agency; any agency created at the direction of a party to this escrow concerning anything required to be done for its completion by anyone other than Heartland Title Agency, LLC;
 - (h) possession being given to the premises which are the subject of the escrow;
 - (i) the existence or location of legal highways or improvements on or adjacent to the premises for any conditions or quantity of acreage which an accurate survey would disclose;

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- (j) delay of this escrow due to fires, acts of God, acts of governmental authorities, strikes or any other cause beyond the control of Heartland Title Agency, LLC;
 - (k) any examination, adjustment or payment of special taxes or assessments or respreads of assessments of any kind, or additions hereafter made, including adjustments due to the action of the Board of Revision, unless specifically instructed;
 - (l) any good faith act or forbearance by Heartland Title Agency, LLC;
 - (m) legal effect or desirability of any instrument exchanged by the parties or deposited by the parties;
 - (n) the nondisclosure of title defects and encumbrances or other facts relating to title; and,
 - (o) the use of tax split estimates as provided by governmental authorities, which are hereby authorized for use.
5. Tax and other prorations shall be made on the basis of a calendar year, and the Buyer will be considered the owner on the date title documents are filed for record. All such prorations shall be based upon the latest available tax rates, evaluations and assessments. Buyer and Seller agree that should subsequent tax bills for the prorated period reflect a greater tax due than the amount used for the purposes of proration, they shall make all necessary adjustments between themselves, and Heartland Title Agency, LLC shall assume no liability therefore. If current real estate taxes reflect Seller's entitlement to a homestead exemption under Ohio Revised Code Sections 323.151 through 323.157, Heartland Title Agency, LLC shall make prorations reflecting such reduction unless otherwise instructed in writing by all parties. Heartland Title Agency, LLC shall not be responsible to adjust taxes on account of land being classified as agricultural land pursuant to Ohio Revised Sections 5713.30 and 5713.31.
 6. If title is being conveyed subject to an existing mortgage or if Buyer is assuming a mortgage, the holder of the existing mortgage may impose certain requirements (including payment of money, obtaining consent, etc.). Buyer and Seller agree to comply with any such requirements imposed by said mortgage holder and agree to hold Heartland Title Agency, LLC harmless for any failure to comply therewith.
 7. Seller hereby certifies to Heartland Title Agency, LLC that Seller has taken no action that would increase the balance due as reflected in the settlement statement on any mortgage loans or other liens to be paid in full from the escrow funds. In addition, if the mortgage to a lender is to be a first mortgage Seller further agrees that it will take any action necessary to close any home equity credit line account and to refrain from taking any action that would affect the priority of a lender's mortgage.
 8. Buyer and Seller agree to comply with any government requirements concerning the use, occupancy or transfer of the property and agree to hold Heartland Title Agency, LLC harmless from any failure to comply with such requirements.
 9. Buyer and Seller agree that it remains their responsibility to be assured that the figures reflected on the Settlement Statement are accurate and agree that their respective signatures on said Settlement Statement shall serve as a binding acknowledgement of the accuracy of such figures. Buyer and Seller agree to make any necessary adjustments between themselves to rectify any such errors.

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- 10. The parties acknowledge that Heartland Title Agency, LLC has not made any representations with respect to the tax effect of this Agreement on the Purchase Agreement or otherwise.
- 11. Buyer and Seller have been advised to consult with legal counsel of their choice and have been provided the opportunity to do so.
- 12. The Agreement shall be governed in accordance with the laws of the State of Ohio without reference to Ohio conflict of law principles.
- 13. BUYER AND SELLER CLEARLY UNDERSTAND THAT THIS DOCUMENT REPRESENTS A BINDING AND ENFORCEABLE AGREEMENT AND ACCORDINGLY THEY HAVE CAREFULLY READ AND EXAMINED IT BEFORE SIGNING.**

BUYER(S)

SELLER(S)

Ashland County Commissioners

Ashland County Land Reutilization Corporation

BY: Michael E. Welch (signed)
Michael E. Welch, President

BY: Ann M. Wurster (signed)
Ann M. Wurster, President

File Reference: 20-6607

Mr. Michael Welch seconded the motion and upon the roll being called, the vote resulted:

Mr. Bittle, Yes – Mr. Welch, Yes – Mr. Justice, No

Motion Carried.

IN THE MATTER OF LEASE WITH)
ASHLAND CHURCH STREET HOLDINGS)
FOR SPACE FOR JUVENILE PROBATION.)

Mr. Jim Justice moved that the following Lease be approved with Ashland Church Street Holdings, LLC to provide space for the Ashland County Juvenile Probation Office, to be effective August 20, 2020 through April 1, 2021:

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LEASE

THIS LEASE made this 17th day of September, 2020, by and between **ASHLAND CHURCH STREET HOLDINGS, LLC**, Owner, hereinafter called the LESSOR, and **BOARD OF ASHLAND COUNTY COMMISSIONERS and ASHLAND COUNTY JUVENILE COURT**, hereinafter called the LESSEE, WITNESSETH:

THAT the said Lessor, in consideration of the rents and covenants hereinafter contained and by said Lessee to be paid and performed, hereby leases to the said Lessee the following described premises:

Situated in the City of Ashland, County of Ashland, and State of Ohio: The first floor of the office building known as 124 and 128 Church Street, City of Ashland, County of Ashland, and State of Ohio as more fully described of record as Parcel #4 and #5 in an instrument recorded at Ashland County Recorder records at Volume 932, Pages 202 et. seq. Lease shall also include an adjacent parking lot.

TO HAVE AND TO HOLD the same with the appurtenances, unto the said Lessee, commencing on the 20th day of August, 2020 and continuing until April 1, 2021 provided, however, that Lessee may cancel this lease at any time upon thirty days written notice; and the said Lessee, in consideration thereof does hereby covenant and agree to pay the said Lessor, its heirs, executors, administrators, successors and assigns, rent for said premises in the sum of \$1,500.00 per month payable in equal monthly installments on the first day of the month.

Furthermore, in the event that the real estate taxes and/or assessments or utilities payable by Lessor with respect to the land and building shall be increased in any tax year during the term of this Lease renewal over the amount of such taxes due and payable for the year 2020 by reason of either an increase in the tax rate or an increase in the assessed valuation, or the levy, assessment or imposition of any tax on real estate as such not now levied, assessed or imposed, Lessee shall pay to Lessor, as additional rent, in the following year on September 1st.

PROVIDED, HOWEVER, that, if said rent, or any part thereof, shall remain unpaid for thirty (30) days after it shall become due and with demand made therefore; or, if Lessee shall fail to keep and perform any of the terms, agreements and covenants in this Lease on Lessee's part to be kept and performed, it shall be lawful for said Lessor in said premises to re-enter, and the same to fully repossess, and thereupon this Lease, and everything contained in said Lessor's behalf to be done and performed, shall cease, terminate and be void, with prejudice, however, to the right of said Lessor to recover from said Lessee all damages occasioned by the default of said Lessee in the performance of any of the covenants of this Lease on Lessee's part to be performed, or occasioned by the act or negligence of Lessee's agents or servants.

AND SAID Lessee covenants and agrees with said Lessor that it will:

1. Pay said rents in the manner aforesaid, except said premises shall be destroyed or rendered untenable by fire or unavoidable accidents;
2. Provide for snow removal and other care of sidewalk in front of subject premises in an adequate manner for pedestrian safety;
3. Use and occupy said premises in a careful, safe, lawful and proper manner, without waste;
4. Permit said Lessor or their agents to enter upon said premises at all reasonable times to examine or exhibit the same, or to make any repairs which said Lessor may see fit to make;
5. Keep said premises, and all parts thereof, in as good order, condition and repair as the same now are or may be put, and will so deliver up the same at the termination of this Lease, reasonable use and ordinary wear and tear thereof, and damage by fire and other unavoidable casualty, excepted;
6. Not assign this Lease or underlet said premises or any part thereof without the written consent of said Lessor, which consent shall not be unreasonably withheld;
7. Shall be responsible for interior maintenance.

Lessor shall not be liable for any damage occasioned by failure to keep said premises in repair and shall not be liable for any damage done or occasioned by or from plumbing, gas, water, steam or other pipes, or sewage or the bursting, leaking or running of any cistern, tank, washstand, water closet or waste pipe in, above, upon or about said building or premises, not for damage occasioned by water, snow or ice being upon or coming through the roof, skylight, trapdoor or otherwise, nor for any damage arising from acts or negligence of co-tenants or other occupants of the same building, or any owners or occupants of adjoining or contiguous property.

Lessor shall be responsible for all maintenance and repairs to the exterior of the building except front façade, windows and doors, which Lessee shall maintain at its expense.

AND SAID Lessor covenants and agrees with said Lessee that said Lessee, while paying the rents and observing and keeping the covenants of this Lease on Lessee's part to be kept, shall lawfully, peaceably and quietly hold and occupy said premises during said term, without hindrance or molestation by said Lessor.

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Lessor agrees to pay utilities including natural gas, electricity, water/sanitary and all real estate taxes and assessments on the real property during the lease term.

Lessee agrees to pay additional rent for each following year based upon the amount utilities and real estate taxes and assessments have increased from the prior year as additional rent in on September 1st the following year.

Lessee agrees to maintain in full force during the term hereof, a policy of public liability insurance under which Lessor (and such other persons as are in privity of estate with Lessor as may be set out in notice from time to time) and Lessee are named insureds and under which the insurer agrees to indemnify and hold Lessee and Lessor and those in privity of estate with Lessor harmless from and against all costs, expenses and/or liability arising out of or based upon any and all personal injuries sustained and accidents occurring as an alleged consequence of any act or omission on the part of the Lessee, its agents or its employees. Such policy shall be noncancelable with respect to the Lessor and Lessee as said designee, except upon ten (10) days written notice to Lessor. A duplicate original or certificate thereof shall be delivered to Lessor. The minimum limits of liability of each insurance shall be Five hundred thousand and 00/100 dollars (\$500,000.00) for death or injury to any one person, and shall be One million and 00/100 dollars (\$1,000,000.00) for death or injury to more than one person, and shall be Fifty thousand and 00/100 dollars (\$50,000.00) for property damage.

Lessee and Lessor waive all rights of recovery against one another and against their respective employees, agents and servants for any damage due to fire or any of the perils on which insurance is provided under the standard form of extended coverage endorsements, except as otherwise provided herein.

Lessor shall have the right to enter 124 Church Street to access and use the upstairs and basement of said building, without notice and at all times. The Lessor shall use the areas for storage.

Lessor shall have the right, at reasonable times and upon notice, to show the leased premises to future prospective Lessees within the 120-day period prior to the expiration of the within Lease.

The parties further agree that in the event that any litigation arises over the terms of the within Lease or the relationship of the parties by reason thereof, any such litigations shall be venued and brought in Ashland County, Ohio.

The words "Lessor" and "Lessee" wherever used in this Lease shall include Lessor and Lessee and the heirs, executors, administrators, successors and assigns of the Lessor or Lessee, respectively.

Signatures by Facsimile shall be sufficient to be legally binding as to the within instrument.

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IN WITNESS WHEREOF, we have hereunto set our hands the day and year first above written.

Signed in the presence of:

ASHLAND CHURCH STREET
HOLDINGS, LLC

Karen Winbigler

By: Karen Winbigler, Member
LESSOR

Deif Crossen

BOARD OF ASHLAND COUNTY
COMMISSIONERS

Michael E. Welch

By: Michael E. Welch, President
(LESSEE)

ASHLAND COUNTY JUVENILE COURT

Damian Verillo

By: Damian Verillo, Judge
(LESSEE)

STATE OF OHIO
COUNTY OF ASHLAND, SS:

Before me, a Notary Public in and for said State, personally appeared the above named Ashland Church St. Holdings, LLC, Lessor, who acknowledged that he/she did sign the foregoing instrument and that the same is his/her free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Ashland, Ohio this 14th day of September, 2020.



ANDREW N. BUSH
Notary Public, State of Ohio
Lifetime Commission

[Signature]

Notary Public

September 17, 2020

STATE OF OHIO
COUNTY OF ASHLAND, SS:

Before me, a Notary Public in and for said State, personally appeared the above named ASHLAND COUNTY COMMISSIONERS by Michael E. Welch, Lessee, who acknowledged that he/she did sign the foregoing instrument and that the same is his/her free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Ashland, Ohio this 17th day of September, 2020.

Gail Crossen
Notary Public

GAIL CROSSEN
Notary Public, State of Ohio
My Commission Expires July 18, 2021

STATE OF OHIO
COUNTY OF ASHLAND, SS:

Before me, a Notary Public in and for said State, personally appeared the above named ASHLAND COUNTY JUVENILE COURT by Damian Vercillo, Lessee, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Ashland, Ohio this 15th day of Sept., 2020.

Lu Ann Sandy
Notary Public



LU ANN SANDY
NOTARY PUBLIC, STATE OF OHIO
My Commission Expires
May 29, 2021

September 17, 2020

Mr. Denny Bittle seconded the motion and upon the roll being called, the vote resulted:

Mr. Justice, Yes – Mr. Bittle, Yes – Mr. Welch, Yes

Motion Carried.

IN THE MATTER OF AMENDMENT)
TO ENTERPRISE ZONE AGREEMENT)
FOR REX HOLDINGS, LLC AND)
PRIMARY COLORS DESIGN CORP.)

Mr. Jim Justice moved that an amendment be approved to the Enterprise Zone Agreement #037-19-01, reflecting a significant reduction in scope and extent of the original agreement between the City of Ashland and Rex Holdings, LLC and Primary Colors Design Corp.:

WHEREAS, it is necessary to amend the previously adopted Enterprise Zone Agreement #037-19-01 between the City of Ashland and Rex Holdings, LLC and Primary Colors Design Corp. in order to reflect a significant reduction in scope and extent of the original agreement, therefore,

OHIO ENTERPRISE ZONE AGREEMENT

This agreement made and entered into by and between the City of Ashland, Ohio, a municipal corporation, with its main offices located at 206 Claremont Avenue, Ashland, Ohio 44805 (hereinafter referred to as "CITY" and Ashland County, with its main offices located at 110 Cottage Street, Ashland, Ohio 44805 (hereinafter referred to as "COUNTY") and **Rex Holdings LLC**, an Ohio Limited Liability Company with its main offices located at 1899 Cottage Street, Ashland, Ohio 44805 (hereinafter referred to as "PROPERTY OWNER") and **Primary Colors Design Corporation**, an Ohio Corporation with its main offices located at 1899 Cottage Street, Ashland, Ohio 44805 (hereinafter referred to as "ENTERPRISE"), WITNESSETH;

This agreement amends the Ohio Enterprise Zone Agreement approved by the Ashland City Council on January 15, 2019 in Ordinance #2-19 with Rex Holdings, LLC. The amendment is necessary due to a significant reduction in scope and extent of the original agreement.

WHEREAS, the CITY and the COUNTY have encouraged the development of real property and the acquisition of personal property located in the area designated as an Enterprise Zone; and

WHEREAS, PROPERTY OWNER desires to construct a new one hundred four thousand square foot (104,000 SF) building in order to expand and retain ENTERPRISE offices, manufacturing, distribution, and wholesale operations (hereinafter referred to as the "PROJECT") within the boundaries of the aforementioned Enterprise Zone, provided that the appropriate development incentives are available to support the economic viability of said PROJECT; and

September 17, 2020

WHEREAS, the Council of CITY by Ordinance No. 59-86 adopted September 2, 1986, designated the area as an "Enterprise Zone" pursuant to Chapter 5709 of the Ohio Revised Code; and

WHEREAS, effective October 22, 1986, the Director of Development of the State of Ohio determined that the aforementioned area designated in said Ordinance No. 59-86 contains the characteristics set forth in Section 5709.61(A) of the Ohio Revised Code and certified said area as an Enterprise Zone under said Chapter 5709; and

WHEREAS, the CITY and COUNTY having the appropriate authority for the stated type of project is desirous of providing PROPERTY OWNER and ENTERPRISE with incentives available for the development of the PROJECT in said Enterprise Zone under Chapter 5709 of the Ohio Revised Code; and

WHEREAS, the PROPERTY OWNER and ENTERPRISE have submitted a proposed agreement application (herein attached as Exhibit A) to the Enterprise Zone Manager, said application (hereinafter referred to as "APPLICATION"); and

WHEREAS, the PROPERTY OWNER and ENTERPRISE have remitted the required state application fee of \$750.00 made payable to the Ohio Development Services Agency with the application to be forwarded with the final agreement; and

WHEREAS, the Mayor of the City of Ashland has investigated the application of PROPERTY OWNER and ENTERPRISE and has recommended the same to the Council of City of Ashland on the basis that ENTERPRISE is qualified by financial responsibility and business experience to create and preserve employment opportunities in said Enterprise Zone and improve the economic climate of City of Ashland; and

WHEREAS, the project site as proposed by PROPERTY OWNER and ENTERPRISE is located in the Ashland City School District and the Ashland County West Holmes Career Center District and the Boards of Education of the Ashland City School District and Ashland County West Holmes Career Center District have been notified in accordance with Section 5709.83 and been given a copy of the Application; and

WHEREAS, pursuant to Section 5709.63(A) and in conformance with the format required under Section 5709.631 of the Ohio Revised Code, the parties hereto desire to set forth their agreement with respect to matters hereinafter contained; NOW,

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 herein agree as follows:

1. The PROPERTY OWNER shall construct a new one hundred four thousand square foot (104,000 SF) building at 1191 Commerce Parkway, Ashland, Ohio, to expand and retain ENTERPRISE office, manufacturing, distribution, and wholesale operations. The PROPERTY OWNER will construct and lease the building to the ENTERPRISE. The

PROJECT will consist of a total investment of approximately thirteen million, six hundred thousand dollars (\$13,600,000).

The PROJECT will begin in January 2019 and all acquisition, construction and installation will be completed by December 2019, subject to delays beyond the control of the PROPERTY OWNER.

The total investment of this EXPANSION project is greater than 10% of the market value of the facility assets already owned at the site prior to such expenditures as evidenced in Exhibit A.

2. The ENTERPRISE shall create within a time period not exceeding 14 months after the commencement of construction of the aforesaid PROJECT and the issuance of Certificate of Occupancy therefore, 4 new full-time permanent job opportunity. And, the ENTERPRISE will use its best efforts to retain 24 existing full-time jobs at the Commerce Parkway Ashland, Ohio facility.

This increase in the number of employees will result in approximately (\$180,000) one hundred eighty thousand dollars of additional annual payroll for the ENTERPRISE. The retention of the existing jobs will maintain the current annual payroll of (\$1,350,000) one million, three hundred fifty thousand dollars.

3. The PROPERTY OWNER and/or ENTERPRISE shall provide to the proper Tax Incentive Review Council any information reasonably required by the council to evaluate the compliance with the agreement, including returns filed pursuant to section 5711.02 of the Ohio Revised Code if requested by the council.
4. The CITY and COUNTY hereby grant the PROPERTY OWNER and the ENTERPRISE with a tax exemption for real property improvements made to the PROJECT site pursuant to Section 5709.63 of the Ohio Revised Code and shall be in the following amounts:

<u>Year of Tax Exemption</u>	<u>Tax Exemption Amount</u>
YR 1	75%
YR 2	75%
YR 3	75%
YR 4	75%
YR 5	75%
YR 6	75%
YR 7	75%
YR 8	75%
YR 9	75%
YR 10	75%

The exemption commences the first year for which the real property would first be taxable were that property not exempted from taxation. No exemption shall commence after January 1, 2021 nor extend beyond December 31, 2030.

5. The PROPERTY OWNER and/or ENTERPRISE shall pay an annual fee of (\$500) five hundred dollars.

The fee shall be made payable to the Board of Ashland County Commissioners once per year for each year the agreement is effective. This fee shall be deposited in a special fund created for such purpose and shall be used exclusively for the purpose of complying with Section 5709.68 of the revised code and by the tax incentive review council created under section 5709.85 of the revised code exclusively for the purposes of performing the duties prescribed under that section.

6. The PROPERTY OWNER shall pay such real and tangible personal property taxes as are not exempted under this agreement and are charged against such property and shall file all tax reports and returns as required by law. If PROPERTY OWNER fails to pay such taxes or file such returns and reports, all incentives granted under this agreement are rescinded beginning with the year for which such taxes are charged or such reports or returns are required to be filed and thereafter.

Notwithstanding anything contained in this Agreement to the contrary, and as a matter of contract law, the PROPERTY OWNER shall be entitled to contest, by the institution of appropriate administrative or legal proceeding, the valuation by the Ashland County Auditor of any portion of the PROJECT in order to calculate taxes to be assessed thereon, or the assessment of any taxes, to the extent not exempt under this Agreement or otherwise.

7. The CITY and COUNTY shall perform such acts as are reasonably necessary or appropriate to effect, claim, reserve, and maintain exemptions 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 such exemptions."
- 8.. If for any reason the Enterprise Zone designation expires, the Director of the Ohio Development Services Agency revokes certification of the zone, or the CITY revokes the designation of the zone, entitlements granted under this agreement shall continue for the number of years specified under this agreement, unless the PROPERTY OWNER or the ENTERPRISE materially fail to fulfill their obligations under this agreement and the CITY terminates or modifies the exemptions from taxation granted under this agreement.
9. If the PROPERTY OWNER or the ENTERPRISE materially fail to fulfill their obligations under this agreement, or if the CITY determines that the certification as to delinquent taxes required by this agreement is fraudulent, the CITY may terminate or modify the exemptions from taxation granted under this agreement and may require the repayment of the amount of taxes that would have been payable had the property not been exempted from taxation under this agreement.
10. The PROPERTY OWNER and the ENTERPRISE hereby certify that at the time this agreement is executed, the PROPERTY OWNER or the ENTERPRISE do not owe any

delinquent real or tangible personal property taxes to any taxing authority of the State of Ohio, and do not owe delinquent taxes for which the PROPERTY OWNER or the ENTERPRISE is liable under Chapter 5727., 5733., 5735., 5739., 5741., 5743., 5747., or 5753. of the Revised Code, or, if such delinquent taxes are owed, the PROPERTY OWNER or the ENTERPRISE currently is paying the delinquent taxes pursuant to an undertaking enforceable by the State of Ohio or an agent or instrumentality thereof, has filed a petition in bankruptcy under 11 U.S.C.A. 101, et seq., or such a petition has been filed against the PROPERTY OWNER or the ENTERPRISE. For the purposes of the certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Revised Code governing payment of those taxes.

11. The PROPERTY OWNER and the ENTERPRISE affirmatively covenant that neither owes: (1) any delinquent taxes to the State of Ohio 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 the amounts owed are being contested in a court of law or not.
12. The PROPERTY OWNER and the ENTERPRISE and the CITY and the COUNTY acknowledge that this agreement must be approved by formal action of the legislative authority of the CITY and the COUNTY as a condition for the agreement to take effect. This agreement takes effect upon such approval.
13. The CITY and the COUNTY have developed a policy to ensure recipients of Enterprise Zone tax benefits practice non-discriminating hiring in its operations. By executing this agreement, the ENTERPRISE is committing to following non-discriminating hiring practices acknowledging that no individual may be denied employment solely on the basis of race, religion, sex, disability, color, national origin, or ancestry.
14. Exemptions from taxation granted under this agreement shall be revoked if it is determined that the PROPERTY OWNER or the ENTERPRISE, any successor enterprise, or any related member (as those terms are defined in Section 5709.61 of the Ohio Revised Code) has violated the prohibition against entering into this agreement under Division (E) of Section 3735.671 or Section 5709.63 of the Ohio Revised Code prior to the time prescribed by that division or either of those sections.
15. The PROPERTY OWNER and the ENTERPRISE affirmatively covenant that neither has made any false statements to the State or local political subdivision in the process of obtaining approval for the Enterprise Zone incentives. If any representative of the PROPERTY OWNER or the ENTERPRISE has knowingly made a false statement to the State or local political subdivision to obtain the Enterprise Zone incentives, the PROPERTY OWNER and the ENTERPRISE shall be required to immediately return all benefits received under the Enterprise Zone Agreement pursuant to ORC Section 9.66 (C)(2) and shall be ineligible for any future economic development assistance from the State, any state agency or a political subdivision pursuant to ORC Section 9.66(C)(1).

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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 ORC 2921.13(D)(1), which is punishable by a fine of not more than \$1,000 and/or a term of imprisonment of not more than six months.

16. This agreement is not transferrable or assignable without the express, written approval of the CITY and the COUNTY.
17. In any three-year period during which this agreement is in effect, if the actual number of employee positions created or retained is not equal to or greater than seventy-five percent of the number of employee positions estimated to be created or retained under this agreement during that three-year period, PROPERTY OWNER and ENTERPRISE shall repay the amount of taxes on property that would have been payable had the property not been exempted from taxation under this agreement during that three-year period. In addition, the CITY or the COUNTY may terminate or modify the exemptions from taxation granted under this Agreement.
18. That the prior tax incentive agreement authorized by the City of Ashland, Ohio, Ordinance No. 2-19, is by execution and approval hereof, revoked and terminated in its entirety.

IN WITNESS WHEREOF, the City of Ashland, Ohio, by Matt Miller, its Mayor, and pursuant to Ordinance No. 49-20 and Ashland County, Ohio, by Michael E. Welch, Commission President, has caused this instrument to be executed this 15th day of September, 2020, and David Vesper, Manager of Rex Holdings, LLC and President of Primary Colors Design Corporation, has caused this instrument to be executed on this 15th day of September, 2020.

City of Ashland:

By Matt Miller (signed)
Matt Miller, Mayor

Approved as to form
Richard P. Wolfe (signed)
Richard P. Wolfe II
Law Director

The Board of Ashland County Commissioners:

By Michael E. Welch (signed)
Michael E. Welch, Commission President

Rex Holdings, LLC

By David Vesper (signed)
Manager

Primary Colors Design Corp.

By David Vesper (signed)

Mr. Denny Bittle seconded the motion and upon the roll being called, the vote resulted:

September 17, 2020

Board of County Commissioners
Ashland County, Ohio

Clerk