# VOLUME 2025 PAGE 2552

# UNION COUNTY COMMISSIONERS JOURNAL 2025 August 13, 2025

The Union County Commissioners met in regular session this 13<sup>th</sup> day of August 2025, with the following members present:

Steve Robinson, President David A. Lawrence, Vice President Tom McCarthy, Commissioner Bill Narducci, County Administrator Mallory Lehman, Clerk to the Board

\* \* \*

\*Commissioner Robinson called the meeting to order at 8:32 a.m.

\* \* \*

\*Thayne Gray, Assistant Prosecuting Attorney; Sheriff Mike Justice; Eric Phillips, Director/Economic Development; Mike Williamson, Marysville Journal Tribune; and Joe Case, Marysville Matters.

\* \* \*

Sheriff's Office Update – Mike Justice:

- The suspect indicted for the May shooting is now in custody at Tri-County Jail. His trial proceedings will begin soon.
- The office has reached tentative agreements with three bargaining units. Those agreements will be reviewed by attorneys and there will be a vote. Once the formalities are done, there will be a meeting with the Board to discuss this.
- The Richwood Fair is later this month. They will have the laser shot set up. This was very successful at the Union County Fair.
- He was one of the lucky few to be in the dunk tank during Richwood Summer Fair last weekend.
- Marysville Schools have reached out about the possibility of a resource officer at Raymond Elementary. He spoke with Superintendent Zach Howard, and the fiscal agreement for this has been sent to the Prosecutor's Office for review. There will be no increase in the budget needed for this because they received OneOhio grant funds to cover the K9 officer's salary for the remainder of this year. He will update the Board once the contract is ready.
- Commissioner McCarthy asked what the school's contribution will be, and Mr. Justice stated it is split 50/50 between the school and the Sheriff's Office. Each pays half of salary and benefits.
- National Night Out went very well. Over 200 people attended.
- He will be in the dunk tank again at Darby Dash in Milford Center on Sunday, August 31.
- He has sent out information regarding signups for the Citizens Police Academy and a Women's Firearm Safety Course.
- One deputy is off on paternity leave and one will be off long-term recovering from surgery.
- All dispatch positions are filled. This is great for the office.
- Commissioner Robinson thanked him for participating in community events.

\* \* \*

### **RESOLUTION NO. 25-338:**

### Approve the Del Webb, Phase 1B Performance Bond – Engineer

The Board of County Commissioners hereby approves the Del Webb, Phase 1B Performance Bond.



County Engineer Environmental Engineer Building Department 233 W. Sixth Street Marysville, Ohio 43040 P 937, 645, 3018 F 937, 645, 3161

www.unioncountyohio.gov/engineer

Marysville Operations Facility

16400 County Home Road Marysville, Ohio 43040 P 937, 645, 3017 F 937, 645, 3111

Richwood Outpost 190 Beatty Avenue Richwood, Ohio 43344

Public Service with integrity

August 5, 2025

To: Union County Commissioners

From: Luke Sutton, Union County Engineer's Office

Re: Del Webb, Phase 1B Performance Bond

In accordance with Section 326 of the Union County Subdivision Regulations, the County Prosecutor's Office has had the opportunity to review the attached Performance Bond Reference No. SURU2210008021 from Ascot Surety & Casualty Company, dated June 9th, 2025.

This bond is hereby submitted for your approval, as guarantee for the installation of the remainder of construction improvements for the referenced portion of this subdivision.

Attest

Union County Prosecuting Attorney

Thayne D. Gray

Departure of Property State of P

Thayne D. Gray, Asst. Pros. Atty.

Signature

August 6, 2025

Date

C.J. 2025 Date 8/(3/2025

Bond No. SURU2210008021

### PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that Pulte Homes of Ohio LLC of 475 Metro Place South, Suite 200, Dublin OH 43017 as Principal, and Ascot Surety & Casualty Company, a corporation organized and existing under the laws of the State of Colorado, and authorized to transact business in the state of Ohio, as Surety, are held and firmly bound unto the Union County, 233 West 6th Street, Marysville OH 43040, as Obligee, in the penal sum TWO MILLION TWO HUNDRED FIFTY-EIGHT THOUSAND SIX HUNDRED FOUR AND 05/100 DOLLARS (\$2,258,604.05) for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has agreed to construct or has constructed earthwork, erosion & sediment control, street, multi-use path, traffic control and storm sewer improvements in the Del Webb Maygrass Phase 1B subdivision.

NOW, THEREFORE, the condition of this obligation is such that if said Principal shall well and truly perform said work in accordance with said standards, then this obligation shall be void, otherwise to remain in full force and effect.

Signed, sealed and dated this 9th day of June, 2025.

Pulte Homes of Ohio LLC

Principal

SEE ATTACHED SIGNATURE PAGE

Gregory S. Rives, Assistant Treasurer

Ascot Surety & Casualty Company

Surety

Jeremy Polk, Attorney-in-Fact

executed this day of	, 2025.
Pulte Homes of Ohlo, LLC	÷
PRINCIPAL	
An Shan	
BY: Gregory & Rives, Assistant Treasurer	

Notary Attached

# **NOTARY ACKNOWLEDGEMENT**

STATE OF GEORGIA)
COUNTY OF BARTOW)
This record was acknowledged before me on
before me and is personally known to me.
WITNESS my hand official seal.
Signature of Notary Public
Jennifer Gardea Notary Public State of Georgia

My Commission Expires: April 3, 2029



Ascot Surety & Casualty Company Ascot Insurance Company 55 W 46th Street, 26th Floor New York, NY 10036

#### Power of Attorney

KNOW ALL MEN BY THE PRESENTS: I hat Assot Surety & Casualty Company and Ascot Insurance Company, each a corporation organized and existing under the laws of the State of Colorado (the "Companies"), do hereby constitute and appoint.

of Phoenix AZ (city, state) and each its true and lawful Attorney(s)-in-Fact, with full authority to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, or, if the following line is filled in, only within the area and up to the amount therein designated, any and all bonds, undertakings, recognizances, and other contracts of indemnity or writings obligatory in the nature thereof, issued in the course of its surety business, and to bond the Companies as follows:

Any such obligations in the United States not to exceed \$50,000,000.000.

Any such obligations in the United States not to exceed \$50,000,000.00.

The Companies hereby raility and confirm all and whatsoever said Attorney(s)-in-fact may lawfully do in the premises by virtue of these presents. These appointments are made under and by authority Resolutions adopted by the Board of Directors of the Companies, which resolutions are still in effect:

RESOLVED, that any of the Chief Executive Office, the Chief Operating Officer or the Chief Underwiting Officer, acting in conjunction with the head of the surety business line for the Corporation (each an Authorized Individual "and, collectively, the Authorized Individuals"), are authorized to jointly appoint one or more attorneys in-fact to represent and act for and on behalf of the Corporation in the transaction of the Corporation's surely business to execute (under the common seal of the Corporation in undertakings, recognizances and other contractors of Indemnity and withings obligatory in the nature thereof:

RESOLVED, that in conjunction with the Corporation's transaction of surely business the signatures and attestations of the Authorized Individuals and the seal of the Corporation is business to execute (under the common seal of the Corporation is the Power of Attorney or certificate bearing such facesimile as days used Power of Attorney or certificate bearing such facesimile as days used Power of Attorney or or otherwise) shall be valid and bonding upon the Corporation when so affixed with respect to any bond, undertaking, recognizance or tother contract of Indemnity or writing obligatory in the nature thereof.

RESOLVED, that in connection with the Corporation's transaction of surely business, the facsimile electronic or mechanically reproduced signature of any Authorized Individual, whether made heretolore or herealter, whenever appearing upon a copy of any Power of Attorney of the Corporation, with signatures affixed as next above Individual, whether made heretolore congrained with respective corporate seals and to be executed by th



ASCOT SURETY & CASUALTY COMPANY ASCOT INSURANCE COMPANY

Matthew Kramer (Chief Executive Officer)

STATE OF CONNECTICUT COUNTY OF FAIRFIELD

Jara Ougly

On this 22rd day of February 2024, before me came the above named Chief Executive Officer of each Ascot Surely & Casually Company and Ascot Insurance Company and the head of the surery business line for each of Ascot Surely & Casually Company and Ascot Insurance Company, to me personally known to be the individuals described herein, and acknowledged that the seals affixed to the preceding instrument and the corporate seals of each Ascot Surely & Casually Company and Ascot Insurance Company, and that the said corporate seals and signatures were duly affixed and subscribed to said instrument by the authority and direction of said Companies.

KSENIA E GUSEVA Notary Public, State of Connecticut My Commission Expires June 30, 2024

I, the undersigned Secretary of the Company, do hereby certify that the foregoing excerpts of the Resolution adopted by the Board of Directors of the Companies, and the Power of Attorney issued pursuant thereto, are true and correct, and further certify that both the Resolution and the Power of Attorney are still in full force and effect.

This Certificate may be signed by facsimile under and by the authority of the following resolution of the Board of Directors of the Companies.

RESOLVED, that in connection with the Corporation's transaction of surety business the signatures and attestations of the Authorized Individuals and the seal of the Corporation be affixed to any such Power of Attorney or to any certificate lealing thereto (electronic or otherwise) by (acsimile and any such Power of Attorney or to any certificate bearing such facsimile signatures or facsimile seal (electronic or otherwise) shall be valid and binding upon the Corporation when so affixed with respect to any bond, undertaking, recognizances or other contract of indemnity or writing obligatory in the nature thereof;

IN WITNESS WHEREOF; I have hereunto set my hand and affixed the seal of the Companies, this \_

9th day of June 20
ASCOT SURETY & CASUALTY COMPAN ASCOT INSURANCE COMPANY

John Gill, Secretary

All Claims Notices should be sent to Ascot Surety & Casualty Company 55 W 46th St., 26th Floor, New York NY 10036: Attention Surety Claims suretyclaims@ascotgroup.com

A motion was made by David A. Lawrence and seconded by Steve Robinson to approve this resolution and was carried by the following vote:

> Steve Robinson, Yea Tom McCarthy, Yea David A. Lawrence, Yea

### **RESOLUTION NO. 25-339:**

### **Approve the Shops at Hawks Landing Performance Bond – Engineer**

The Board of County Commissioners hereby approves the Shops at Hawks Landing Performance Bond.



County Engineer Environmental Engineer Building Department 233 W. Sixth Street Marysville, Ohio 43040 P 937. 645. 3018

F 937. 645. 3161 www.unioncountyohio.gov/engineer Marysville Operations Facility

16400 County Home Road Marysville, Ohio 43040 P 937. 645. 3017 F 937. 645. 3111

Richwood Outpost 190 Beatty Avenue Richwood, Ohio 43344

Public Service with integrity

August 5, 2025

To: Union County Commissioners

From: Luke Sutton, Union County Engineer's Office Re: Shops at Hawks Landing - Performance Bond

In accordance with Section 326 of the Union County Subdivision Regulations, the County Prosecutor's Office has had the opportunity to review the attached Performance Bond Reference No. 3304881 from FCCI Insurance Company, dated August 6th, 2025.

This bond is hereby submitted for your approval, as guarantee for the installation of the remainder of construction improvements for the referenced portion of this subdivision.

Attest

Union County Prosecuting Attorney

Thayne D. Gray

Proscuting Attorney.

email-top:syllunionicountychiia gev. ce
Date: 2023 08 11 133323 -04'00'

Thayne D. Gray, Asst. Pros. Atty. Signature

August 11, 2025

Date

c.j. 2025 25-334 Date 81312025

### PERFORMANCE BOND

Bond No. <u>330</u> 4881
KNOW ALL BY THESE PRESENTS, That we HFPL Dublin, LLC
rincipal, and FCCI Insurance Company , of 6300 University Parkway, Sarasota, FL 34240
authorized to do business in the State of Ohio as Surety, are held and firmly bound unto Union County Board of Commissioners as Obligee, in the maximum penal sum of Five Hundred Seventy Thousand Four Hundred Twenty-Six Dollars Dollars (\$570,426.00), lawful money of the United States of America, for which payment well and truly to be made we bind ourselves, our heirs, executors and assigns, jointly and severally, firmly by this Bond.
WHEREAS, the Principal has entered, or is about to enter, into a written agreement with the Obligee to perform in accordance with the terms and conditions of the The Shops at Hawks Landing
NW Corner of Post Rd. & Hyland-Croy Road; Jerome Township, OH 43064_, (hereinafter
referred to as the Contract), said Contract is hereby referred to and made a part hereof;
<b>NOW, THEREFORE</b> , the condition of this obligation is such that if the above named Principal, its successors and assigns, shall well and truly perform its obligations as set forth in the above mentioned Contract, then this Bond shall be void; otherwise to remain in full force and effect pursuant to its terms.
Notwithstanding anything to the contrary in the Contract, the Bond is subject to the following express conditions:
1. Whereas, the Obligee has agreed to accept this Bond, this Bond shall be effective for the definite period of August 6, 2025 to February 3, 2027. The Bond may be extended, at the sole option of the Surety, by continuation certificate for additional periods from the expiry date hereof. However, neither: (a) the Surety's decision not to issue a continuation certificate, nor (b) the failure or inability of the Principal to file a replacement bond or other security in the event the Surety exercises its right to not renew this Bond, shall itself constitute a loss to the Obligee recoverable under this Bond or any extension thereof.
2. The above referenced Contract has a term ending N/A. Regardless of the number of years this Bond is in force or the number of continuation certificates issued, this bond shall not be extended beyond February 3, 2027, unless earlier nonrenewed pursuant to paragraph 1 above.

- 3. No claim, action, suit or proceeding, except as hereinafter set forth, shall be had or maintained against the Surety on this instrument unless such claim, action, suit or proceeding is brought or instituted upon the Surety within one year from termination or expiration of the bond term.
- 4. Regardless of the number of years this Bond is in force or the number of continuation certificates issued, the liability of the Surety shall not be cumulative in amounts from period to period and shall in no event exceed the amount set forth above, or as amended by rider.
- 5. Any notice, demand, certification or request for payment, made under this Bond shall be made in writing to the Surety at the address specified below. Any demand or request for payment must be made prior to the expiry date of this Bond.

Surety Address: FCCI Insurance Company	
6300 University Parkway, Sarasota, FL 342	240
1.800.226.3224	
Attn: Jim Kisner	
<ol> <li>If any conflict or inconsistency exists between described in this Bond and as described in the under prevail.</li> </ol>	een the Surety's obligations or undertakings as lerlying Contract, then the terms of this Bond shall
SIGNED, SEALED AND DATED this 6th day of	August, 2025
HFPL Dublin, LLC	
Ву:	
Scott Warnock as VP & Treasurer , Prince	cípal

**FCCI INSURANCE COMPANY** 

Edward J. Wood , Attorney-in-Fact



#### **GENERAL POWER OF ATTORNEY**

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

Faye Clark; Brad M. Dempton; Edward J. Wood

Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed \$30,000,000.00): \$30,000,000.00

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate Seal to be hereunto affixed, this 20th day of December, 2024.

Attest: Christina D. Welch, Pre FCCI Insurance Com		SEAL SON	Christopher Shoucair, EVP, CFO, Treasurer, Secretary FCCI Insurance Company
State of Florida County of Sarasota		The same of the sa	
Before me this day personally the foregoing document for the purpos	appeared es expresse	Christina D. Welch, wild therein.	no is personally known to me and who executed
My commission expires: 2/27/2027	Con not not not not not not not not not n	PEGGY SNOW Commission # HH 326535 Expires February 27, 2027	Regga Snow Notary Public
State of Florida County of Sarasota			
Before me this day personally the foregoing document for the purpos	appeared C	hristopher Shoucair, w d therein.	tho is personally known to me and who executed
My commission expires: 2/27/2027	Con not seen to see the see th	PEGGY SNOW Commission # HH 326535 Expires February 27, 2027	Notary Public
		CERTIFICATE	
I, the undersigned Secretary of foregoing Power of Attorney remains in Resolution of the Board of Directors, re-	n full force a	and has not been revo	ida Corporation, DO HEREBY CERTIFY that the ked; and furthermore that the February 27, 2020 ,, is now in force.
		Dated this	6th day of August , 2025
1	-	Christo	pher Shoucair, EVP, CFO, Treasurer, Secretary FCCI Insurance Company
1-IONA-3592-NA-04, 1/2025	2		modulied Company

A motion was made by David A. Lawrence and seconded by Tom McCarthy to approve this resolution and was carried by the following vote:

Steve Robinson, Yea Tom McCarthy, Yea David A. Lawrence, Yea

### **RESOLUTION NO. 25-340:**

A Resolution to Approve the Assignment, Assumption, and Amendment Agreement With Relating to the Enterprise Zone Agreement Among Union County, Ohio, Ohio Laser, LLC and RMBS, LLC Adopted as Resolution 22-391 on October 19, 2022 – Commissioners

The Board of County Commissioners hereby approves the Resolution to Approve the Assignment, Assumption, and Amendment Agreement With Relating to the Enterprise Zone Agreement Among Union County, Ohio, Ohio Laser, LLC and RMBS, LLC Adopted as Resolution 22-391 on October 19, 2022.

RESOLUTION No. 25-340

A RESOLUTION TO APPROVE THE ASSIGNMENT, ASSUMPTION AND AMENDMENT AGREEMENT WITH RELATING TO THE ENTERPRISE ZONE AGREEMENT AMONG UNION COUNTY, OHIO, OHIO LASER, LLC, AND RBMS, LLC ADOPTED AS RESOLUTION 22-391 ON OCTOBER 19, 2022

WHEREAS, this Board previously approved an Enterprise Zone Agreement with Ohio Laser, LLC and RBMS, LLC in Resolution No. 22-391 on October 19, 2022; and

WHEREAS, Ohio Laser, LLC, RBMS, LLC, Ohio Laser, Inc., and OH-LLN, LLC have presented a proposed Assignment, Assumption, and Amendment Agreement (the Assignment) to the Board in connection with a proposed sale of assets comprising the Project that is the subject of the existing Enterprise Zone Agreement; and

WHEREAS, the terms of the proposed Assignment have been presented to and reviewed by the Union County Tax Incentive Review Board (TIRC); and

WHEREAS, the TIRC has recommended approval of the Assignment;

Now, Therefore, Be It Resolved By The Board Of County Commissioners, Union County, Ohio, That:

<u>Section 1</u>. The Board of County Commissioners approves the Assignment, Assumption, and Amendment Agreement as presented and authorizes signing it.

<u>Section 2</u>. The Board directs that the Clerk and the Economic Development Director take such further steps, including submitting a copy to the Director of Development Services and to the Tax Commissioner, as may be necessary and appropriate.

<u>Section 3</u>. The Board finds and determines that all of its formal actions concerning and relating to adopting this Resolution occurred in an open meeting of this Board, and that all deliberations of this Board that resulted in such formal action were in meetings open to the public and in compliance with all legal requirements including Revised Code §121.22.

introduced this resolution and moved its passage;

TWE KODINON seconded the motion; and after discussion, the chair called a roll call vote, and the results were:

Steve Robinson

Tom McCarthy

Dave Lawrence

No

No

No

Passed: AUQUST 13 , 2025

ATTEST: YY WWW ADDRESS Clark

BOARD OF COUNTY COMMISSIONERS

Its Older

Union County, Ohio

Steve Robinson

Tom A. McCarthy

David A. Lawrence

Approved as to Form:

Thayne D. Gray
Assistant Prosecuting Attorney

### ASSIGNMENT, ASSUMPTION AND AMENDMENT AGREEMENT

THIS ASSIGNMENT, ASSUMPTION AND AMENDMENT AGREEMENT ("Assignment") is made and entered into this 10 day of August, 2025 ("Effective Date"), by and among OHIO LASER, LLC, an Ohio limited liability company, and RBMS, LLC, an Ohio limited liability company (collectively "Assignor"), UNION COUNTY, OHIO, a political subdivision duly organized and existing under the Constitution and laws of the State of Ohio, through its Board of County Commissioners, (the "County"), and OHIO LASER, INC., an Ohio corporation and OH-LLN, LLC, an Ohio limited liability company (collectively "Assignee").

#### RECITALS

WHEREAS, pursuant to, in connection with, and in consideration of, that certain Asset Purchase Agreement, as dated November 15, 2024, by and among Hickey-OHL, Inc., as Purchaser and Ten.Six Industries, Inc. dba Ohio Laser and Ohio Laser, LLC, collectively, as Seller, for the sale of substantially all of the assets of Seller ("Asset Purchase Agreement"); and pursuant to, in connection with, and in consideration of, that certain Real Estate Purchase Agreement, as dated October 2, 2024, as amended July 31, 2025 by and between OH-LLN, LLC, as Purchaser, Hickey Holding Company, Inc., as Guarantor, and RBMS, LLC, as Seller (collectively the "R.E. Sale Agreement"), for the sale of the following real property under Article 1 of the R.E. Sale Agreement: (i) that certain real estate located in Plain City, Ohio, Union County Parcel # 1500270180140, known for street numbering purposes as 8260 Estates Pkwy, Plain City, OH 43064; (ii) that certain real estate located in Plain City, Ohio, Union County Parcel #1500270190040, known for street numbering purposes as Industrial Parkway, Plain City, OH 43064; and (iii) that certain real estate located in Plain City, Ohio, Union County Parcel #1500270190030, known for street numbering purposes as 8400 Rausch Rd., Plain City, OH 43064 (collectively the "Property"), Assignor desires to assign to Assignee and Assignee desires to accept assignment from Assignor that certain Ohio Enterprise Zone Agreement, pursuant to County Resolution No. 22-391, as dated October 19, 2022 (the "Agreement"), as the same is attached hereto as Exhibit A, as amended in Section 7 of this Assignment; and

WHEREAS, in furtherance of and to facilitate the assignment from Assignor to Assignee of the Agreement, the County desires to consent to said assignment and assumption of the Agreement, as amended herein, pursuant to Section 24 of the Agreement; and

WHEREAS, the parties now desire to set forth the terms and conditions between them regarding the assignment and assumption of the Agreement.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants, contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties do hereby agree as follows:

1. <u>Assignment</u>. On and effective as of August 14, 2025, the closing date of the sale of the Property (the "Closing Date"), Assignor hereby sells, assigns, conveys and transfers to Assignee all right, title and interest of Assignor in, to and under the Agreement upon the same terms and conditions that are contained in the Agreement, except as amended herein, and to the same extent as if the terms and conditions of the Agreement had been fully set forth in this Assignment, except as amended herein.

- 2. Assumption. Effective as of the Closing Date, Assignee hereby accepts assignment of the Agreement, and agrees to pay, perform and discharge the obligations as they become due under the Agreement on and after the Closing Date. For clarification purposes, the parties agree Assignor is not assigning, and Assignee is not assuming, any liabilities or obligations of Assignor whatsoever, including, without limitation, any liability or obligation occurring, arising, or otherwise taking place prior to the Closing Date. Specifically, if the County or its Tax Incentive Review Council determines that the Assignor has failed to meet their obligations under the Agreement, and said determination is made after the Closing Date, then the real estate taxes and assessments exempted and not paid by Assignor under the Agreement, which are required to be paid by Section 16 of the Agreement, shall be the sole responsibility of the Assignor, and the County shall look solely to the Assignor for repayment and the County shall waive its right to lien the Property, as provided in Section 16 of the Agreement.
- 3. <u>Consent/Acknowledgment</u>. The County hereby consents to the assignment by Assignor and assumption by Assignee of all Assignor's right, title, interest, and obligations under the Agreement, pursuant to Section 24 of the Agreement. In addition, the County acknowledges and represents to the Assignee, that the Assignor is in full compliance with the terms and provisions of the Agreement as of the Closing Date.
- 4. <u>Further Assurances</u>. Upon the terms and subject to the conditions contained herein, the parties agree: (i) to use commercially reasonable efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary, proper or advisable to effect, contribute, make effective, confirm or evidence transactions contemplated by this Assignment, and (ii) to execute any documents, instruments or conveyances of any kind which may be reasonably necessary or advisable to carry out any of the transactions contemplated by this Assignment.
- 5. <u>Governing Law</u>. This Assignment is governed by and construed and enforced in accordance with the laws of the State of Ohio applicable to agreements made and to be performed entirely within such state, without regard to its conflict of laws rules thereof.
- 6. <u>Execution of Assignment</u>. This Assignment may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Assignment and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Assignment and of signature pages by facsimile or electronic transmission shall constitute effective execution and delivery of this Assignment as to the parties and may be used in lieu of the original Assignment for all purposes.

### 7. Amendment.

- (a) Throughout the Agreement when reference is made to Enterprise, the entity is amended and now known as Ohio Laser, Inc., an Ohio corporation. Also, throughout the Agreement when reference is made to Owner, the entity is amended and now known as OH-LLN, LLC, an Ohio limited liability company.
  - (b) Section 4 of the Agreement is amended in its entirety and shall read as follows:

### 4. Estimated Job Creation:

For purposes of this Agreement, a "full-time employee" means an individual employed for consideration for at least thirty-five (35) hours per week, or who renders any other standard of service generally accepted by custom or specified by contract as full-time employment.

Enterprise and Owner shall create within a time period not exceeding thirty-six months (36) after the newly constructed improvements become eligible for the incentive, as provided in Section 10 of this Agreement, the equivalent of 30 new full-time permanent job opportunities and 0 new part-time permanent job opportunities.

Enterprise will use its best efforts to retain 62 existing full-time equivalent jobs at the 8260 Estates Parkway facility.

Enterprise estimates it will create and maintain, or cause to be created and maintained, full-time, permanent jobs as follows:

Year	Estimated Full- Time, Permanent Jobs Created	Estimated Payroll Created From New Full-Time Jobs	Cumulative Estimated Full- Time, Permanent Jobs Created
2023	0	0	0
2024	0	0	0
2025	13	\$806,000	13
2026	3	\$186,000	16
2027	2	\$124,000	18
2028	0	0	18
2029 Totals	0 18	0 \$1,116,000	18 18
		* - *	5.5

Enterprise and Owner expect to create at the Project Site 0 new part-time permanent positions, 0 new full-time temporary positions and 0 new part-time temporary positions.

- (c) Section 6 of the Agreement is amended in its entirety and shall read as follows:
- 6. <u>Payroll Creation and Retention</u>: The increase in the number of employees will result in approximately One Million One Hundred Sixteen Thousand Dollars (\$1,116,000.00) of additional annual payroll for the Enterprise.

	Estimated Payroll -	Estimated Payroll -	
	Full-Time,	Full-Time	Estimated Payroll - Full-
	Permanent -	Permanent -	Time, Permanent -
Year	Retained	Created	Cumulative
2023	\$3,783,000	0	\$3,783,000
2024	\$3,783,000	0	\$3,783,000
2025	\$3,783,000	\$806,000	\$4,589,000
2026	\$3,783,000	\$186,000	\$4,775,000
2027	\$3,783,000	\$124,000	\$4,899,000
2028	\$3,783,000	0	\$4,899,000
2029	\$3,783,000	0	\$4,899,000

Retaining the existing jobs will maintain the current annual payroll of \$3,783,000.

(d) Section 25 of the Agreement is amended in its entirety and shall read as follows:

25. <u>Notices</u>: Except as otherwise specifically set forth in this Agreement, notices, demands, requests, consents, or approvals given, required, or permitted to be given shall be in writing and shall be deemed sufficiently given if hand-delivered or sent by recognized, overnight delivery service or by the United States Postal Service, postage prepaid with proof of delivery service, addressed to the other Party at these addresses:

As to Union County: Union County, Ohio Attn: County Administrator 233 West Sixth Street Marysville, OH 43040

With a Copy to: Union County Prosecutor 249West Fifth Street Marysville, OH, 43040 As to Enterprise: Ohio Laser, Inc. 873 Georgetown Road Salem, Ohio 44460 Attn: Leo P. Hickey, President

As to Owner: OH-LLN, LLC 873 Georgetown Road Salem, Ohio 44460

Attn: Leo P. Hickey, President

With a Copy to: Krugliak, Wilkins, Griffiths & Dougherty, Co., L.P.A. 4775 Munson Street P.O. Box 36963 Canton, Ohio 44735 Attn: Christopher R. Hunt

Notice shall be deemed received upon delivery, unless sent by USPS, in which event such notice shall be deemed to have been received when the delivery receipt is signed or refused. Any Party may designate any further or different addresses to which subsequent notices, certificates, requests, or other communications shall be sent by giving notice to the other Parties as provided in this paragraph. Any defect, delay, or failure in the copy of a notice to counsel will not affect otherwise proper notice on a Party.

This Assignment may not be further amended, supplemented or otherwise modified except by a written agreement executed by all parties hereto.

- 7. <u>Waiver</u>. Neither any failure nor any delay by any party in exercising any right, power or privilege, and no single or partial exercise of any such right, power or privilege will preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege. No waiver of any of the provisions of this Assignment shall be valid unless it is in writing and signed by the party against whom it is sought to be enforced. A waiver of a provision by any party on one occasion shall not be deemed to be a waiver of the same or any other breach on a future occasion.
- Assignability. This Assignment will be binding from and after its execution upon Assignor, and its respective successors and assigns, and Assignee, and its successors and assigns.
- 9. Recitals. The parties hereby agree that the recitals set forth above are incorporated herein and made a part of this Assignment.

- 10. <u>Authority</u>. Each party, by signing below, represents and warrants to the other that it has obtained all requisite consents and approvals for execution hereof, that the party has due authority on behalf of its respective entity to enter into this Assignment, and by signing below, agrees that the undersigned shall be bound by the terms and conditions herein.
- 11. <u>Counterparts</u>. This Agreement may be executed, in person or by facsimile or electronic signature, in one or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

The parties have executed this Assignment, intending to be legally bound, as of the last date written below.

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ASSIGNOR:
OHIO LASER, LLC
-
By: These thurs
Name: Gregg P. Simpson
Its: President
RBMS, LLC
Mary Por
Bishilling
Name: Gregg P. Simpson
Its: Sole Member
ASSIGNEE:
OHIO LASER, INC.
OHIO LASER, INC.
By:
Name: Leo P. Hickey
Its: President
OH-LLN, LLC
By:
Name: Leo P. Hickey
Its: President
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COUNTY:
THE COUNTY OF UNION, OHIO
By: Att Olding
Name: Steve Robinson
Its: President and County Commissioner
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By: Di Qi
Name: Dave Lawrence
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Its: Vice President and County Commissioner
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By: Millerthy
Name: Tom McCarthy
Its: County Commissioner

Approved as to form:

Thayne B. Gray, Asst. Pros. My.

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Its: President
RBMS, LLC
By:
Name: Gregg P. Simpson
Its: Sole Member
ASSIGNEE:
OHIO LASER, INC.
By: Leo P. Hickey -08/13/25
By: Leo T. Hickly -08/13/25
Name: Leo P. Hickey
Its: President
OH-LLN, LLC
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By: Leo f. Hukey ~ 08/13/25
Name: Leo P. Hickey
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Its: President and County Commissioner
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Name: Dave Lawrence
Its: Vice President and County Commissioner
By: Tom Wellerthy
Name: Tom McCarthy
Its: County Commissioner

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Approved as to form:

EXHIBIT A
OHIO ENTERPRISE ZONE AGREEMENT

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#### **RESOLUTION NO. 22-391:**

# Enterprise Zone Agreement Among Union County, Ohio, Ohio Laser, LLC and RBMS, LLC

This Enterprise Zone Agreement ("Agreement") is entered into pursuant to Section 5709.63 of the Ohio Revised Code ("R.C.") and related provisions, among Union County, Ohio, a political subdivision duly organized and existing under the Constitution and laws of the State of Ohio, through its Board of County Commissioners, 233 West Sixth Street, Marysville, Ohio 43040 ("Union County" or the "County"), Ohio Laser, LLC, an Ohio limited liability company, 8260 Estates Parkway, Plain City, Ohio, 43064, ("Enterprise") and RBMS, LLC, an Ohio limited liability company, 8260 Estates Parkway, Plain City, OH, 43064 ("Owner"), (Union County, Enterprise, and Owner are referred to collectively herein as the "Parties," and each, individually, as a "Party").

WHEREAS, Union County, Ohio and Jerome Township, Union County, Ohio have encouraged individuals and businesses to develop real property and acquire personal property within Union County; and

WHEREAS, on November 19, 1990, Union County approved the creation of Enterprise Zone – Zone 178C (the "Enterprise Zone"), which designated the area within the Enterprise Zone as an "Enterprise Zone" pursuant to R.C. Chapter 5709; and

WHEREAS, effective December 28, 1990, the Director of Development of the State of Ohio determined that the Enterprise Zone met the definition set forth in in R.C. Section 5709.61(A); and

WHEREAS, Union County later amended the Enterprise Zone on (i) March 4, 1999, to include real property within Paris Township and Union Township and (ii) April 5, 2012, to include real property within Millcreek Township and Jerome Township; and

WHEREAS, Enterprise and Owner intend to construct an addition to an existing manufacturing facility and related facilities adding approximately Fifty-Seven Thousand (57,000) square feet (the "Project") on approximately Two acres (2 A.) at 8260 Estates Parkway, within the Enterprise Zone; and

WHEREAS, the Project is intended to be constructed in Jerome Township, Union County, Ohio, provided that the appropriate development incentives are available to support the economic viability of the Project; and

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WHEREAS, construction of the Project meets the goals and objectives of the 2014 Union County Economic Development Strategy, which encourages the retention and expansion of businesses in the community; and

WHEREAS, to encourage the construction of the Project, Union County is willing to grant Enterprise and Owner tax incentives pursuant to R.C. Chapter 5709; and

WHEREAS, Enterprise and Owner have submitted to Union County an application for Enterprise Zone Agreement, which application is attached and incorporated herein as Exhibit B (the "EZA Application"); and

WHEREAS, Enterprise and Owner have remitted the required state application fee of seven hundred and fifty dollars (\$750.00) made payable to the Ohio Department of Development with the EZA Application and this Agreement; and

WHEREAS, the Union County Enterprise Zone Negotiating Team has reviewed the EZA Application and has recommended approval of the application and this agreement to the Board of County Commissioners on the basis that Enterprise and Owner are qualified by financial responsibility and business experience to create and preserve employment opportunities within the Enterprise Zone and improve the economic climate of Union County; and

WHEREAS, the Project Site is within the jurisdiction of the Jonathan Alder Local School District and the Tolles Career and Technical Center (collectively, the "School Districts"), and, the School Districts, having been notified of the County's intent to grant to the Enterprise and Owner the Exemption as described below, and having been provided a copy of the Enterprise Zone Agreement, have irrevocably waived any notice requirements in Ohio Revised Code Sections 5709.62, 5709.63, 5709.632, 5709.83 and 5715.27 regarding the Enterprise Zone Agreement and irrevocably waived any defects or irregularities related to the Enterprise Zone Agreement; and

WHEREAS, under and in conformance with R.C. Sections 5709.63 and 5709.631, the Parties desire to memorialize their agreement regarding the matters herein contained.

NOW, THEREFORE, in consideration of their mutual covenants the benefits to the Parties, and for other good and valuable consideration, the Parties agree:

Investment Overview: Enterprise and Owner intend to construct the Project that will
consist of additions to the Enterprise's existing manufacturing facilities with a total
area of approximately Fifty-Seven Thousand (57,000) square feet. The additions
consist of (1) a 17,000 square foot "high-bay" addition to the existing building at 8260
Estate Parkway, Parcel No. 1500270180140, and (2) a 40,000 square foot addition to

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the existing building at 8400 Rausch Drive, Parcel No. 1500270190030 and on an adjoining lot at 8420 Rausch Drive, Parcel No. 1500270190040(collectively, the "Project Site"). The Project is estimated to have an aggregate value of investments of approximately Nine Million, Five Hundred-Fourteen, Three Hundred Ninety-Two Dollars (\$9,514,392.00). Enterprise and Owner intend to invest nearly Seven Million, Three Hundred-Ninety-Two Hundred-Fourteen Thousand, Five (\$7,514,392.00) in land, improvements to real property, and Two Million dollars (\$2,000,000.00) in tangible personal property as of December 31, 2023. Tangible personal property, including but not limited to machinery, equipment, furniture, fixtures, and inventory, are not eligible for exemption from taxation under the Agreement. Enterprise and Owner's intended investments in buildings, machinery, equipment, furniture, fixtures, and inventory are expected to commence on or about November 1, 2022, and continue as long as the Project is in operation. The value of machinery, equipment, furniture, fixtures, and inventory used at another location in Ohio prior to the date of this Agreement and relocated or to be relocated from that location to the Project Site is \$0. The estimates provided in this section are good faith estimates provided pursuant to R.C. Section 5709.631(A) The parties recognize that the costs associated with the Project may increase or decrease significantly. If the investment exceeds or is less than the estimated investment level, neither the actual investment level nor the estimated investment level shall serve as a cap on the value of the exemptions provided pursuant to this Agreement.

- Project Eligibility: Enterprise and Owner represent that their total planned investment in the Project is greater than ten percent (10%) of the market value of Project assets owned at the Project Site, as evidenced in the attached EZA Application.
- 3. <u>Estimated Construction Period</u>: Construction of the Project is scheduled to commence by November 1, 2022. All construction and installation of the Project is scheduled to be substantially completed by December 31, 2023, subject to delays beyond Enterprise and Owner's reasonable control, including diminished customer demand. The estimates provided in this section are good faith estimates provided pursuant to R.C. Section 5709.631(A).

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### 4. Estimated Job Creation:

For purposes of this Agreement, a "full-time employee" means an individual employed for consideration for at least thirty-five (35) hours per week, or who renders any other standard of service generally accepted by custom or specified by contract as full-time employment.

Enterprise and Owner shall create within a time period not exceeding thirty-six months (36) after the newly constructed improvements become eligible for the incentive, as provided in Par. 10 of this Agreement, the equivalent of 30 new full-time permanent job opportunities and 0 new part-time permanent job opportunities.

Enterprise will use its best efforts to retain 62 existing full-time equivalent jobs at the 8260 Estates Parkway facility.

Enterprise estimates it will create and maintain, or cause to be created and maintained, full-time, permanent jobs as follows:

Year	Estimated Full- Time, Permanent Jobs Created	Estimated Payroll Created from New Full-Time Jobs	Cumulative Estimated Full-Time, Permanent Jobs Created
2023	0	0	0
2024	10	\$550,000.00	10
2025	20	\$1,100,000.00	30
2026	0	0	30
2027	0	0	30
2028	0	0	30
2029	0	0	30
Totals	30	\$1,650,000.00	30

Enterprise and Owner expect to create at the Project Site 0 new part-time permanent positions, 0 new full-time temporary positions and 0 new part-time temporary positions.

5. Existing Employees: As of the date this Agreement is signed, the Enterprise has 62 full time permanent employee positions at the Project Site. As of the date this Agreement is

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signed, neither the Enterprise nor Owner have any employees at other locations in the State of Ohio.

 Payroll Creation and Retention: The increase in the number of employees will result in approximately One Million, Six Hundred-Fifty Thousand\_dollars (\$1,650,000.00) of additional annual payroll for the Enterprise.

Year	Estimated Payroll – Full-Time, Permanent – Retained	Estimated Payroll – Full-Time Permanent - Created	Estimated Payroll – Full-Time, Permanent – Cumulative
2023	\$3,783,000	0	\$3,783,000.00
2024	\$3,783,000	\$550,000.00	\$4,333,000.00
2025	\$3,783,000	\$1,100,000.00	\$5,433,000.00
2026	\$3,783,000	0	\$5,433,000.00
2027	\$3,783,000	0	\$5,433,000.00
2028	\$3,783,000	0	\$5,433,000.00
2029	\$3,783,000	0	\$5,433,000.00

Retaining the existing jobs will maintain the current annual payroll of \$3,783,000.

- 7. <u>Minimum Investment, Job Creation, and Employee Compensation</u>: To obtain the Exemption, set forth herein, Enterprise and Owner will:
  - A. Invest not less than Nine Million, Five Hundred-Fourteen Thousand, Three Hundred-Ninety-Two dollars (\$9,514,392.00) in the Project, including real and tangible personal property, as of December 31, 2023;
  - B. Hire at least Thirty (30) full-time, permanent employees as of December 31, 2025, and continue to employ that number of employees so long as it receives any Exemption under this Agreement; and
  - C. Create an estimated One Million, Six Hundred-Fifty Thousand dollars (\$1,650,000.00) of new annual payroll as of December 31, 2025, and continue to maintain that level of new annual payroll if it receives any Exemption under this Agreement.
- 8. <u>Tax Incentive Review Council Requirements</u>: Enterprise and Owner shall provide to the Union County Tax Incentive Review Council (the "TIRC") any information

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reasonably required by the TIRC to evaluate Enterprise and Owner's compliance with this Agreement. Such information includes, but is not limited to, returns or annual reports filed under R.C. Section 5711.02 or 5727.08, certification evidencing the number of jobs created, jobs retained, new payroll, and retained payroll.

#### 9. Local Support:

- A. At the request of Jonathan Alder Local School District and Tolles Career and Technical Center, Enterprise and Owner shall work closely with each School District to develop a practicum or provide some other assistance to assist in training and/or education of students at both School Districts. Enterprise and Owner shall provide this practicum or assistance at least once each year throughout the term of this Agreement.
- B. During the term of the Agreement, Enterprise and Owner shall annually invest into the Union County-Marysville Economic Development Partnership to cover the cost of the annual monitoring of this Agreement and support the economic development of Union County. Enterprise shall contribute to the Union County-Marysville Economic Development Partnership in a combined amount not less than Three Thousand dollars (\$3,000.00) per year during the term of this Agreement. This contribution will also include a membership with the Union County Chamber of Commerce during the term of this Agreement. Enterprise and Owner's failure to comply with this investment shall be considered a material breach of this Agreement.
- 10. Real Property Tax Incentive: The Union County Enterprise Zone Negotiating Team and Union County have reviewed the EZA Application and considered the Union County Economic Development Incentive Policy ("EDIP"). Union County finds that the terms and conditions of this Agreement meet the EDIP requirements. Therefore, under R.C. Section 5709.63 and the terms of this Agreement, Union County grants Enterprise and Owner an exemption of fifty percent (50%) for seven (7) years of the increase in the assessed valuation of the real property constituting the Project Site after formal approval (as set forth in Section 21 herein) of this Enterprise Zone Agreement and under the terms set forth below (the "Exemption"). The Exemption shall commence in the first tax year in which the real property would first be taxable were that property not exempted from taxation under this Agreement. If a qualifying real property improvement at the Project Site is less than forty percent (40%) complete on January

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1, then there shall be no change to the assessed valuation of the Project Site attributed to such partially complete real property improvement for that tax year. If a qualifying real property improvement at the Project Site is greater than or equal to forty percent (40%) complete on January 1, Union County will, as provided in this Agreement, exempt from taxation the increase to the assessed value of the Project Site attributable to such real property improvement beginning in that tax year and for the succeeding six (6) tax years. No Exemption shall commence before tax year 2023 (i.e., tax lien date January 1, 2023). No Exemption shall begin after tax year 2024 (i.e., tax lien date January 1, 2030. The exemptions set forth in this Section shall apply irrespective of whether the real property is owned by the Company or Enterprise or, in accordance with Section 24 of this Agreement, by another entity.

- 11. Tax Forms to be Submitted: Enterprise and Owner shall file any forms, together with necessary supporting documents, necessary to obtain and maintain the tax benefits described in this Agreement with the appropriate taxing authorities (e.g., DTE Form 24 and its respective successor form).
- 12. Annual Agreement Monitoring Fee: Enterprise and Owner shall pay an aggregate \$2,500.00 annual fee to support the work of the TIRC (the "Monitoring Fee") to Union County-Marysville Economic Development Partnership. However, notwithstanding the foregoing, the Monitoring Fee shall be waived provided that the Enterprise and Owner have made all payments required by Paragraph 9 (B); in which case, Enterprise and Owner shall have no obligation to pay for the Monitoring Fee.
- 13. Non-Exempted Taxes to be Paid: Enterprise and Owner shall pay timely and before delinquency such real and tangible personal property taxes as are not exempted under this Agreement and are charged against the Project Site and shall file all tax reports and returns as required by law. If Enterprise or Owner fails to pay timely and before delinquency such taxes or file such returns and reports, the Exemption granted under this Agreement shall be rescinded for the calendar year(s) for which such taxes are charged, or such reports or returns must be filed. Notwithstanding the foregoing, if the failure pertains only to the timely filing of any required tax return or report, then Union County agrees to provide Enterprise and Owner with written notice thereof and Thirty (30) days thereafter in which to cure, or cause to cure, the failure, and no violation of this Paragraph 14 shall be deemed to have occurred if the failure is cured within such

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Thirty-day (30-day) period. The cure period in this Paragraph relates only to filing obligations under this Agreement and does not waive or excuse any penalty or cost related to any such delinquency that otherwise applies.

- 14. <u>Union County Verification of Exemption</u>: Union County shall perform such acts as are reasonably necessary or appropriate to effect, claim, reserve, and maintain the Exemption from taxation granted under this Agreement including, without limitation, joining in the execution of all documentation and providing any necessary certificates required for such Exemption.
- 15. Revocation or Expiration of Enterprise Zone Designation: If for any reason the designation of the Enterprise Zone expires, the Director of the Ohio Development Services Agency revokes certification of the Enterprise Zone, or Union County revokes the designation of the Enterprise Zone, the Exemption granted under this Agreement shall continue for the number of years specified under this Agreement, unless either Enterprise or Owner materially fail to fulfill its obligations under this Agreement and Union County terminates or modifies the Exemptions from taxation granted under this Agreement.
- 16. Termination or Revocation of the Agreement and Exemption: If either Enterprise or Owner materially fails to fulfill the obligations under this Agreement, other than meeting the number of employee positions to be created or retained under this Agreement (subject to the provisions in the following paragraph), or if Union County determines that the certification as to delinquent taxes required by this Agreement is fraudulent, Union County may terminate or modify the Exemption from taxation granted under this Agreement and may require Enterprise and/or Owner to repay the amount of taxes that would have been payable had the property not been exempted from taxation under this agreement.. If under any provision of this Agreement, the Enterprise and/or Owner are required to repay the amount of taxes that would have been payable but for the exemption under this Agreement, the County, by resolution, may elect to secure repayment of such taxes by a lien on the exempted property in the amount required to be repaid. Such a lien on exempted real property shall attach, and may be perfected, collected, and enforced, in the same manner as a mortgage lien on real property, and shall otherwise have the same force and effect as a mortgage lien on real property. Notwithstanding R.C. §5719.01, such a lien on exempted tangible personal property shall attach, and may be perfected, collected, and enforced, in the same manner as a security

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interest in goods under Chapter 1309. of the Revised Code and shall otherwise have the same force and effect as such a security interest. Enterprise and Owner, jointly, have the right to terminate this Agreement for any reason or no reason by delivering a signed writing to Union County at least 3 months prior to the desired termination date. Receipt of a joint termination from the Enterprise and Owner to Union County shall terminate the Exemption provided herein.

- 17. Repayment of Exempted Taxes: In any consecutive three-year period during which this Agreement is in effect, if the actual number of employee positions created or retained by Enterprise and Owner at the Project Site is not equal to or greater than seventy-five (75%) percent of the number of employee positions estimated to be created and/or retained under this Agreement during the entirety of that three-year period, Enterprise and Owner shall pay the taxes on the Project Site that would have been payable had the Project Site not been exempted from taxation under this Agreement during that consecutive three-year period. In addition, the County may terminate or modify the exemptions from taxation granted under this agreement.
- 18. Certification of No Delinquent Taxes: Enterprise and Owner, respectively, certify that, upon execution of this Agreement, Enterprise, and Owner, respectively, owe no delinquent real or tangible personal property taxes to any taxing authority of the State of Ohio and owe no delinquent taxes for which either Enterprise or Owner, respectively, is liable under R.C. Chapters 5727, 5733, 5735, 5739, 5741, 5743, 5747, or 5753. Alternatively, if Enterprise or Owner, respectively, owes such delinquent taxes, the Party owing such delinquent taxes certifies that it is paying the delinquent taxes under 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 Enterprise and Owner. 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.
- 19. <u>Additional Enterprise and Owner Certifications</u>: Enterprise and Owner, respectively, certify that, upon Execution of this Agreement, it does not owe: (a) any delinquent taxes to the State of Ohio or a political subdivision of the State; (b) any moneys to the State or a state agency for the administration or enforcement of any environmental laws of the State; and (c) any other moneys to the State, a state agency or a political subdivision

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- of the State that are past due, whether the amounts owed are being contested in a court of law or not.
- 20. <u>Legislative Approvals Required</u>: Enterprise, Owner and Union County acknowledge this Agreement must be approved by formal action of the Jerome Township Board of Township Trustees and the Union County Board of Commissioners as a condition for this Agreement to take effect. This Agreement shall take effect upon such approvals.
- 21. Non-Discrimination Hiring Practices: Union County has developed a policy to ensure recipients of Enterprise Zone tax benefits practice non-discriminating hiring in its operations. By executing this Agreement, Enterprise, and Owner commit to following non-discriminating hiring practices acknowledging that no individual may be denied employment solely on the basis of race, color, religion, sex (including gender identity, sexual orientation, and pregnancy), national origin, age (40 or older), disability or genetic information.
- 22. <u>Prohibition Certification by Enterprise and Owner</u>: The Exemption from taxation granted under this Agreement shall be revoked if it is determined that Enterprise and/or Owner, any successor Enterprise or Owner, or any related member (as those terms are defined in R.C. Section 5709.61) has violated the prohibition against signing this Agreement under R.C. Section 3735.671(E) or R.C. Sections 5709.62, 5709.63, or 5709.632 before the time prescribed by either section.
- 23. Verification of Information Provided by Enterprise and Owner: Enterprise and Owner, respectively, affirmatively represent and warrant it has made no false statements as to a material matter to the State or local political subdivision in obtaining approval for this Exemption. If any representative of Enterprise and/or Owner has made a false statement as to a material matter to the State or local political subdivision to obtain the Exemption, Enterprise and Owner shall have to immediately return all benefits received under this Agreement under R.C. 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 under R.C. Section 9.66(C)(1). Enterprise and Owner, respectively, acknowledge that any person who makes a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, under R.C. Section 2921.13, which is punishable by a fine of not more than one thousand dollars (\$1,000.00) and/or a term of incarceration of not more than Six (6) months.

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- 24. Non-Transferable: Except as provided below, this Agreement and the benefits and obligations thereof are not transferable or assignable without the express, written approval of the County, which approval shall not be unreasonably withheld or delayed. The County approves the transfer and/or assignment of this Agreement and the benefits and obligations hereof to any entity controlling, controlled by, or under common control with the Enterprise or Owner and (i) in which the Enterprise or Owner has at least fifty percent (50%) direct or indirect ownership; (ii) that has at least fifty percent (50%) direct or indirect ownership of the Enterprise or Owner; or (iii) that shares at least fifty percent (50%) direct or indirect common ownership with the Enterprise or Owner (a "Enterprise or Owner Transferee"). If a transfer to an Enterprise or Owner Transferee occurs, the Enterprise or Owner or Enterprise or Owner Transferee shall notify the County that such transfer occurred. The County shall retain the right to consider the approval of the transfer and/or assignment of this Agreement and the benefits and obligations hereof, which approval shall not be unreasonably withheld or delayed, to any person or entity other than an Enterprise or Owner Transferee, which is a transferee by lease, sale and/or other means of transfer of all or any part of the Project Site.
- 25. Notices: Except as otherwise specifically set forth in this Agreement, notices, demands, requests, consents, or approvals given, required, or permitted to be given shall be in writing and shall be deemed sufficiently given if hand-delivered or sent by recognized, overnight delivery service or by the United States Postal Service, postage prepaid with proof of delivery service, addressed to the other Party at these addresses:

As to Union County:

Union County, Ohio Attn: County Administrator 233 West Sixth Street Marysville, OH 43040 As to Enterprise:

Gregg Simpson Ohio Laser, LLC 8260 Estates Parkway Plain City, OH 43064

As to Owner:

Gregg Simpson RBMS, LLC 4255 Rowanne Road Columbus, Ohio, 43214

With a Copy to:

Union County Prosecutor 221 West Fifth Street, Third Floor Marysville, OH, 43040 With Copies to:

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Notice shall be deemed received upon delivery, unless sent by USPS, in which event such notice shall be deemed to have been received when the delivery receipt is signed or refused. Any Party may designate any further or different addresses to which subsequent notices, certificates, requests, or other communications shall be sent by giving notice to the other Parties as provided in this paragraph. Any defect, delay, or failure in the copy of a notice to counsel will not affect otherwise proper notice on a Party.

- 26. <u>Authority to Sign</u>: Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each Party represents and warrants to the other that the execution and delivery of the Agreement and performing such Party's obligations have been duly authorized, and that the Agreement is a valid and legal agreement binding on such Party and enforceable under its terms.
- 27. Signatures; Counterparts; Effective When Fully Signed: This Agreement may be executed in two or more counterparts including signing a facsimile or scanned, electronic version, which together shall constitute a single instrument. This Agreement and any document relating to it may be executed and transmitted to any other Party by facsimile or other electronic imaging method, which shall be deemed to be, and utilized as, an original, wet-inked, manually executed document. This Agreement shall become effective only when counterparts have been signed by each of the Parties and delivered to the other Party; it being understood and agreed that all Parties need not sign the same counterparts.
- 28. Entire Agreement; Amendment: This Agreement constitutes the entire agreement among the Parties and supersedes all prior and contemporaneous negotiations, understandings, agreements, inducements, and conditions of any nature whatsoever regarding the subject matter hereof. No amendment, waiver, or discharge of any provision herein shall be effective against either Party without the written consent of both Parties.
- 29. <u>Severability</u>: If a court of competent jurisdiction determines that any section or provision of this Agreement or any covenant, agreement, obligation or action, or part thereof, or any application of it is illegal or invalid for any reason, that illegality or invalidity shall not affect the remainder of this Agreement, any other section or provision, or any other covenant, agreement, obligation or action, or part thereof, all of

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- which shall be construed and enforced as if the illegal or invalid portion were not contained herein.
- 30. <u>Captions</u>: The captions and headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provisions or sections of this Agreement
- 31. <u>Survival of Representations and Warranties</u>: All representations and warranties of each Party in this Agreement shall survive the execution and delivery of this Agreement.
- 32. <u>Binding Effect</u>: This Agreement shall inure to the benefit of and shall be binding upon the Parties, and their respective permitted successors and assigns. The Parties will observe and perform faithfully always all covenants, agreements, and obligations under this Agreement
- 33. No Personal Liability: No representation, warranty, covenant, agreement, obligation, or stipulation in this Agreement shall be deemed to constitute a representation, warranty, covenant, agreement, obligation or stipulation of any present or future trustee, member, officer, agent, or employee of Union County or Enterprise and Owner in an individual capacity, and to the extent authorized and permitted by applicable law, no official executing or approving on behalf of Union County or Enterprise and Owner shall be liable personally under this Agreement or be subject to any personal liability or accountability under it, except for fraudulent, intentional, or criminal conduct.
- 34. <u>Limitation of Liability</u>: Notwithstanding anything to the contrary in this Agreement, as relating to the subject matter of this Agreement, neither the Enterprise and Owner nor any of its affiliates shall be liable for: (a) any indirect, reliance, exemplary, incidental, speculative, punitive, special, consequential or similar damages that may arise in connection with this Agreement, (b) any lost or foregone tax revenues, or (c) any damages, liabilities, fees, costs, expenses, penalties, diminishments in value, losses or payments (including any lost or foregone tax revenues) that exceed, in the aggregate, the lesser of (i) the benefit of the Exemption realized by the Enterprise and Owner under this Agreement and (ii) five million dollars (\$5,000,000).

IN WITNESS WHEREOF, the UNION COUNTY BOARD OF COMMISSIONERS, OHIO, by Steve Robinson, President of the Board, and under Resolution No. 22-391, has caused this instrument

שטטעטון בווישוטף וש. שטטפטאבס-ו בטס-443א-שטטב-שטפטפטטבביו

to be executed on the date stated; Ohio Laser, LLC, by Gregg Simpson, its President, and RBM, LLC. by Gregg Simpson, its Owner, has caused this instrument to be executed on the date stated.

By Helin

Steve Robinson, President

**Board of County Commissioners** 

OHIO LASER, LLC

By Gregg Simpson

Gregg Simpson

President

RBMS, LLC DocuSigned by:

By Gregg Simpson

Gregg Simpson

Owner

### Consent of Jerome Township

Jerome Township, by resolution 22-1010 f the Board of Township Trustees adopted on October 18, 2022, consents to this Enterprise Zone Agreement between Union County, Ohio, Ohio Laser, LLC, and RBMS, LLC.

JEROME TOWNSHIP

UNION COUNTY, OHIO

By Sugarante 1984

Meagan Sloat, President

**Board of Township Trustees** 

Approved as to form:

Thayne Gray
688AC7733D654A7

Thayne D. Gray

Assistant Prosecuting Attorney, Union County

A copy of this agreement must be forwarded to the Ohio Departments of Taxation and Development within fifteen (15) days of approval to be finalized.

ביטטעסוקוו בוויפוטף ווו. איטטסטאבס-ז בטס-444א-300ב-אוים וויפוטף

### **EXHIBIT A**

# **Intentionally Omitted**

### **EXHIBIT B**

### APPLICATION FOR ENTERPRISE ZONE AGREEMENT

[See Attached]

# OHIO DEVELOPMENT SERVICES AGENCY OHIO ENTERPRISE ZONE PROGRAM

PROI	POSED AGREEMENT for Enterpr	ise Zone Tax Incentives between the
Town		of andOhio Laser, LLC and
la.	Name of business, home or main of (attach additional pages if multiple er	office address, contact person, and telephone number aterprise participants).
	Ohio Laser, LLC	Al Wittkopp
	enterprise name	contact person
	(614) 873-7040	8260 Estates Pkwv Plain City, OH 43064
	telephone number	address
Ib.	Project site:	
	Al Wittkopp	(614) 873-7040
	contact person	telephone number
	Same	
	address	
2a.	Nature of business (manufacturing, di Manufacturing	stribution, wholesale or other).
2b.	List primary 6 digit NAICS # 332000	
	Business may list other relevant SIC n	numbers.

Docubigii Elivelope ID. מטטסטאבס-רצטס-449א-מטטצ-מט4סבטסטבבר

If a consolidation, what are the components of the consolidation? (must itemize the location, assets, and employment positions to be transferred)
Not Applicable
Form of business of enterprise (corporation, partnership, proprietorship, or other).
LLC
Name of principal owner(s) or officers of the business (attach list if necessary).
Gregg Simpson - Owner, Al Wittkopp - COO
Is business seasonal in nature? YesNox
State the enterprise's current employment level at the proposed project site: 62
location to another? Note that relocation projects are restricted in non-distress based Ohio Enterprise Zones. A waiver from the Director of the Ohio Department of Development is available for special limited circumstances. The business and local jurisdiction should contact ODOD early in the discussions.  YesNo_X
State the enterprise's current employment level in Ohio (itemized for full and part-time and permanent and temporary employees): 62 FTE
State the enterprise's current employment level for each facility to be affected by the relocation of employment positions or assets: Not Applicable
What is the projected impact of the relocation, detailing the number and type of employees and or assets to be relocated? Not Applicable
Has the Enterprise previously entered into an Enterprise Zone Agreement with the local

⊔осиоідії ⊑пувіоре і⊔.	333DUNE0-12U0-443N-3032-3U4DEUD03EE1
	legislative authorities at any site where the employment or assets will be relocated as a result of this proposal? Yes $\_$ No $\times$
6b.	If yes, list the local legislative authorities, date, and term of the incentives for each Enterprise Zone Agreement:
7.	Does the Enterprise owe:
	a. Any delinquent taxes to the State of Ohio or a political subdivision of the state?  Yes No X
	b. Any moneys to the State or a state agency for the administration or enforcement of any environmental laws of the State? Yes No_X_
	c. 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. Yes No_X_
	d. If yes to any of the above, please provide details of each instance including but not limited to the location, amounts and/or case identification numbers (add additional sheets if necessary).
8.	Project Description (attach additional pages if necessary):  Ohio Laser, LLC and RBMS, LLC (LLC with common owner ship that owns present building and land and would
	also own new building and land) are considering constructing an approximate 57,000 square ft, building for
	additional manufacturing space. The new building plus land and expenses will cost approximately
	\$7.72MM. We will also create 30 new jobs by the end of 12.31.25 with a payroll of \$1.65MM.
9.	Project will begin November, 20 22 and be completed_  December, 20 23 provided a tax exemption is provided.
10a.	Estimate the number of new employees the business intends to hire at the facility that is the project site (job creation projection must be itemized by full and part-time and permanent and temporary): 30 new ft
10b.	State the time frame of this projected hiring: 3 years
10c.	State proposed schedule for hiring (itemize by full and part-time and permanent and

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	temporary employees):	30 new by 12,31,2	5 (0-year 1, 10-ye	ar 2, 20 y	vear-3)					
11a.	Estimate the amount of annual payroll such new employees will add \$\_1.65 MM (new annual payroll must be itemized by full and part-time and permanent and temporary new employees).									
11b.	Indicate separately the amount of existing annual payroll relating to any job retention claim resulting from the project: \$ 3.783 MM									
12.	Market value of the existing facility as determined for local property taxation.  \$ 579,710 for RBMS, LLC owned building and \$917,710 for 8400 Raush Rd. building owned by 8264 Estates Parkway, LLC									
13a.	Business's total current investment in the facility as of the proposal's submission.  \$ 0 in proposed building, \$0 in existing building (would be new construction)									
13b.	State the businesses' value of on-site inventory required to be listed in the personal property tax return of the enterprise in the return for the tax year (stated in average \$ value per most recent 12 month period) in which the agreement is entered into (baseline inventory): \$ 0									
14.	An estimate of the amount to occupy a facility:	be invested by	the enterprise	to estab	olish, expand, ren	ovate or				
	3		Minimum		Maximum					
	A.Acquisition of Buildings:		\$		\$					
	B.Additions/New Construction	on:	\$7,514,392		\$8,500,000					
	C.Improvements to existing b	ouildings:\$		\$						
	D.Machinery & Equipment:		\$2,000,000		\$ 4,500,000					
	E.Furniture & Fixtures:		\$		S					
	F.Inventory:		S		\$ \$					
	Total New Project Investme	ent:	\$ 9,514,392		\$ 13,000,000					
15.	a. Business requests the followering real and above. Be specific as to ty  50% - 7 -year real property tax ab	l/or personal pro pe of assets, rat	perty includin							

We are	e also examining locations in Davenport, IA and Harrisburg, PA for this expansion project
Our Co	onsultant and Real Estate Professionals are examining various facilities, corresponding
financia	al incentive programs and workforce availability in these markets.

Submission of this application expressly authorizes (name of the local jurisdiction) and/of(name of county) to contact the Ohio Environmental Protection Agency to confirm statements contained within this application including item #7 and to review applicable confidential records. As part of this application, the business may also be required to directly request from the Ohio Department of Taxation or complete a waiver form allowing the Ohio Department of Taxation to release specific tax records to the local jurisdictions considering the incentive request.

Applicant agrees to supply additional information upon request.

The applicant affirmatively covenants that the information contained in and submitted with this application is complete and correct and is aware of the ORC Sections 9.66(C)(1) and 2921.13(D)(1) penalties for falsification which could result in the forfeiture of all current and future economic development assistance benefit as well as a fine of not more than \$1,000 and/or a term of imprisonment of not more than six months.

Ohio Laser, LLC and RBMS, LLC

Name of Enterprise

Date

Gregg Simpson, Owner

Typed Name and Title

Please note that copies of this proposal <u>must</u> be included in the finalized Enterprise Zone Agreement and be forwarded to the Ohio Department of Taxation and the Ohio Development Services Agency within fifteen (15) days of final approval.

Page 5 of 5

A motion was made by David A. Lawrence and seconded by Steve Robinson to approve this resolution and was carried by the following vote:

Steve Robinson, Yea Tom McCarthy, Yea David A. Lawrence, Yea

<sup>\*</sup> A copy of this proposal must be forwarded by the local governments to the affected Board of Education along with notice of the meeting date on which the local government will review the proposal. Notice must be given a minimum of fourteen (14) days prior to the scheduled meeting to permit the Board of Education to appear and/or comment before the legislative authorities considering the request.

<sup>\*\*</sup> Attach to Final Enterprise Zone Agreement as Exhibit A

Commissioner McCarthy asked if the new business takes the obligations of the original agreement, and Mr. Phillips stated they will. The number of jobs will be different, but this company is excited to grow and be part of Union County. The TIRC, Tax Incentive Review Council, voted in favor of the Board's approval when this was presented to them.

\* \* \*

#### **RESOLUTION NO. 25-341:**

#### **Payment of Bills**

The Board of County Commissioners approved the payment of regular purchase order bills and the "then and now" bills submitted over \$50,000.00 for the week of August 11, 2025.

Vendor	Name	CK RUN	Invoice	PO	Invoice Amt Status	Dept
116	7 UC CRIMINAL DEFENSE	081325	218042	20250886	50,764.00 Pending approval	412
	Add Desc: Public Defender f	ees for Septembe	er 2025			
435	3 ASPHALT MATERIALS, INC	080625	9013376615	20254771	60,497.51 Pending approval	422
	Add Desc: CRS-2P Asphalt fo	or chip seal				
435	3 ASHPHALT MATERIALS, INC		90133676722	20254772	61,300.38 Pending approval	422
	Add Desc: CRS-2P Ashphalt	for chip seal				
435	3 ASPHALT MATERIALS, I	080625	90133575956	20254769	61,344.58 Pending approval	422
	Add Desc: CRS-2P Ashphalt	for chip seal				
435	3 ASPHALT MATERIALS, I	080625	9013376210	20254770	61,960.75 Pending approval	422
	Add Desc: CRS-2P Ashphalt	for chip seal				
752	6 WESTERHEIDE CONSTR	081325	01 140	20247289	65,000.00 Pending approval	412
	Add Desc: Justice Center loc	cker room remod	el - mens room sho	wer replacement		
852	7 THE OHIO STATE UNIV	081325	CI-00361889	20250862	67,013.75 Pending approval	412
	Add Desc: OSU Extension su	upport Quarter 3	2025			
1010	7 CITY CONSTRUCTION CO	081325	11713	20247069	167,985.56 Pending approval	412
	Add Desc: CH Window proje	ect June payment				

Commissioners Just Melanly Dis Q

C.J. 7075 25-341 Date 8/13/2025

A motion was made by Steve Robinson and seconded by David A. Lawrence to approve this resolution and was carried by the following vote:

Steve Robinson, Yea Tom McCarthy, Yea David A. Lawrence, Yea

### **RESOLUTION NO. 25-342:**

### **Transfers of Appropriations and/or Funds**

The Board of County Commissioners hereby approves the following transfers of appropriations and/or funds:

JOURNAL	LINE	ENTRY DATE	JNL SHORT DESC	JNL EFF DATE	AMD STATUS	JNL CLERK	ORG	OBJECT	PROJECT	COMMENT	DTL EFF DATE	DR/CR	AM	OUNT
76	1	8/5/2025	transfer	8/5/2025	pending approval	manderson	65142208	550305		cover year end expenses	8/5/2025	D	\$	50,000.00
76	2	8/5/2025	transfer	8/5/2025	pending approval	manderson	65142208	530100		cover year end expenses	8/5/2025	1	\$	50,000.00

ADD'L DESC: Increase funds to align with end of year exepeditures - Engineer

La Dolin Taull Marty D. S. 8/13/2025

C.J. 2025 25-342 Date 8|13|2025

A motion was made by Steve Robinson and seconded by David A. Lawrence to approve this resolution and was carried by the following vote:

Steve Robinson, Yea Tom McCarthy, Yea David A. Lawrence, Yea

### **ADMINISTRATOR ACTION NO. 25-A:**

# **Payment of Bills**

County Administrator Bill Narducci approved the payment of regular purchase order bills and the "then and now" bills submitted for the week of August 11, 2025.

Vendor	Name	CHECK RUN	Invoice	PO	Invoice Amt Status	Dept
	FRANKLIN ELECTRIC CO	081325	581634278	20254797	7.50 Pending approv	VIII.00. • 201.10
	T-MOBILE USA INC.	081325	07272025	20250269	21.60 Pending approv	
	AMAZON CAPITAL	080625	16YC-49G3-4DJ6	20254882	22.43 Pending approv	
	AUTOMATED SECURITY	081325	113491	20254859	24.00 Pending approv	
	AMAZON CAPITAL	080125	1F3X-DLNX-6Y4Y	20250500	25.01 Pending approv	
	DAYTON POWER & LIGHT	080625	7/22 Scottslawn	20250480	26.37 Pending approv	
	QUILL CORPORATION	81325	45081659	20250948	26.50 Pending approv	
	WASHINGTON AUTO PART	080625	SS July25	20254894	29.44 Pending approv	
	JOHNSON, MATTHEW	081325	7/2025 FP Training	20254863	30.00 Pending approv	
	CARDONE, JULIE	081325	7/2025 FP Training	20254864	30.00 Pending approv	
	ABBRUZZESE, MARCUS	081325	7/2025 FP Training	20254866	30.00 Pending approv	
	PLOTNER HARDWARE LLC	080625	July25	20254812	30.69 Pending approv	
4068	AGILE NETWORKS	081325	680226	20250401	31.00 Pending approv	
4068	AGILE NETWORKS	081325	680227	20250401	31.00 Pending approv	
7406	AMAZON CAPITAL	080625	1TWJ-K9KR-PX6G	20254883	33.92 Pending approv	
8322	VERIZON CONNECT FLEE	080625	SS384000078011	20250502	34.90 Pending approv	
	SILCO FIRE PROTECTIO	081325	6000629	20246170	35.00 Pending approv	
590	FYDA FREIGHTLINER CO	080625	CA001857405:01	20254775	37.28 Pending approv	
4356	KONICA MINOLTA BUSIN	080625	503376819	20250468	37.40 Pending approv	al 422
4356	KONICA MINOLTA BUSIN	080625	503376820	20250468	37.40 Pending approv	al 422
1380	UCO INDUSTRIES	081325	23855	20254887	40.00 Pending approv	al 440
9016	PITNEY BOWES BANK	080625	8000909011648347	20254684	44.06 Pending approv	al 410
5469	LENOVO INC.	081325	6473452036	20254758	48.74 Pending approv	al 404
52	DAYTON POWER & LIGHT	081325	217987	20250855	51.37 Pending approv	al 470
177	UNION RURAL ELECTRIC	080625	Bear Swamp July25	20250498	53.00 Pending approv	al 422
39	COLUMBIA GAS OHIO IN	081325	217978	20250853	53.89 Pending approv	al 470
8449	AUNALYTICS, INC.	081325	30034407	20250316	56.70 Pending approv	al 404
7618	VANCO PAYMENT SOLUTI	080625	15558616	20250494	58.00 Pending approv	al 422
3767	HEMBREE, ROBERT	081325	7/2025 FP Training	20254865	60.00 Pending approv	al 420
6066	HOSTETLER, SHELLIE	081325	7/2025 FP Training	20254867	60.00 Pending approv	al 420
7982	TLC DRY CLEANING	081325	8F3596	20250264	60.00 Pending approv	al 438
39	COLUMBIA GAS OHIO IN	081325	217979	20250853	60.32 Pending approv	al 470
177	UNION RURAL ELECTRIC	080625	Warner July25	20250481	64.85 Pending approv	al 422
1380	UCO INDUSTRIES	081325	23851	20246796	65.00 Pending approv	al 426
4215	JAXWAX	081325	72466	20250149	65.00 Pending approv	al 438
17	VILLAGE OF RICHWOOD	080625	07/25 5-0126-00	20250482	66.52 Pending approv	
6168	SBA STRUCTURES, INC.	081325	IN15898508	20250914	70.96 Pending approv	al 470
	UNION RURAL ELECTRIC	080625	Fedex July25	20250481	73.05 Pending approv	
	COLUMBIA GAS OHIO IN	081325	217980	20250853	73.97 Pending approv	
	LENOVO INC.	081325	6473452487	20254758	81.20 Pending approv	
	COUGHLIN AUTOMOTIVE	081325	516000904/1	20254799	81.71 Pending approv	
	UNION RURAL ELECTRIC	080625	MItch Dewitt July25	20250481	83.70 Pending approv	
	OHIO EDISON COMPANY	080625	8/4/25 Beatty	20250484	86.87 Pending approv	
	NEER, DALE T	080625	9812	20254888	87.85 Pending approv	
	PETRY, MICHAEL	081325	A.W. Pass Drivers Ed	20254794	89.00 Pending approv	
	UNION RURAL ELECTRIC	080625	Inskeep July25	20250498	91.05 Pending approv	
	GUARDIAN ALLIANCE	081325	29998	20250411	100.00 Pending approv	
	AMAZON CAPITAL	080125	14MX-LYTG-6PD9	20250500	100.04 Pending approv	
	VERIZON WIRELESS GRE	081325	6119383514	20250306	100.29 Pending approv	
	PEACOCK WATER	81325	217908	20250952	104.10 Pending approv	
	AMAZON CAPITAL	081325	1FDF-QRGW-R7M1	20250829	107.89 Pending approv	
	BRANSTITER, WADE	081325	080125	20254833	111.44 Pending approv	
7406	AMAZON CAPITAL	081325	TY37, V71Y, JG41	20251023	120.49 Pending approv	al 418

Vendor	Name	CHECK RUN	Invoice	PO	Invoice Amt Status	Dept
	VERIZON CONNECT FLEE	080625	Eng384000078011	20250470	123.75 Pending approval	422
	WESLEY, AMY	081325	080825	20254917	134.56 Pending approval	404
	PARR PUBLIC SAFETY E	081325	INV113593	20250324	144.00 Pending approval	438
	SYNCHRONY BANK	081325	217998	20246734	144.20 Pending approval	470
	TAYLOR, JOHN K.	080625	15368	20254782	146.46 Pending approval	422
	VARMENT GUARD ENVIRO	081325	10061157	20251036	150.22 Pending approval	418
	LENOVO INC.	081325	6473451149	20254758	159.99 Pending approval	404
	VERIZON CONNECT FLEE	080625	Bldg384000078011	20250503	160.05 Pending approval	422
	SHRED IT COLUMBUS	081325	8011579057	20251040	161.45 Pending approval	418
772.50	UCO INDUSTRIES	080625	23849	20250506	165.00 Pending approval	422
	CLARA BELL	RE081325	2900043440000	20230300	169.00 Pending approval	440
	UNION RURAL ELECTRIC	080625	MOps July25	20250481	176.38 Pending approval	422
					180.94 Pending approval	420
	IMLAY'S UNIFORMS	081325	Uniforms-CR	20254858		426
	AMAZON CAPITAL	081325	1T1H-VDTP-36GL	20250829	181.28 Pending approval	420
	WORKFORCE PAYHUB	080625	PA00088674	20250474	181.30 Pending approval	
	KLEIBER, JON	081325	2025PG016,018	20254576	182.04 Pending approval	426
	UNION RURAL ELECTRIC	080625	Crottinger July25	20250498	187.00 Pending approval	422
	OHIO EDISON COMPANY	080625	8/5/25 Tawa	20250495	206.39 Pending approval	422
	REDWOOD TOXICOLOGY L	081325	855272	20254855	208.00 Pending approval	420
	COLUMBIA GAS OHIO IN	081325	217974	20250853	218.80 Pending approval	470
	MAGGIO, CHELSEA	081325	10.1	20247010	225.00 Pending approval	426
	ADVANCED MEDICAL	081325	INV-24-2776	20254857	238.00 Pending approval	420
	AQUA SCIENCE INC	081325	155537	20253858	244.96 Pending approval	470
	DAYTON POWER & LIGHT	081325	217993	20250919	247.37 Pending approval	470
	WEX BANK	81325	106389662	20250958	255.97 Pending approval	414
	KONICA MINOLTA BUSIN	080625	503376720	20250467	266.20 Pending approval	422
1127	QUILL CORPORATION	081325	45004977	20250396	274.46 Pending approval	438
177	UNION RURAL ELECTRIC	080625	Darby Meadows July25	20250498	290.00 Pending approval	422
7311	TAYLOR, JOHN K.	080625	15447	20254781	301.47 Pending approval	422
8610	SCHOLASTIC LIBRARY P	081325	M7591540	20254830	313.17 Pending approval	418
119	MARYSVILLE JOURNAL	081325	217985	20247583	325.50 Pending approval	412
3935	UNION COUNTY EMPLOYE	081325	217986	20254886	329.76 Pending approval	438
1605	CARDONE, JULIE	081325	7/2025 ZW	20254822	330.00 Pending approval	420
696	ACLOCHE'	081325	1131492	20251135	332.80 Pending approval	412
10198	WHARTON, KOTA	080625	INV-347	20252450	344.00 Pending approval	422
7309	SYNCHRONY BANK	080625	June/July25	20254777	346.06 Pending approval	422
1830	KLOSTERMAN BAKING	081325	359681185823 7/25	20251025	346.27 Pending approval	418
2191	AMAZON	081325	1GP7-X9JY-6JHM	20251118	349.99 Pending approval	470
833	VERIZON WIRELESS GRE	081325	6119327884	20250935	369.96 Pending approval	470
516	SILCO FIRE PROTECTIO	081325	6012785	20246170	372.54 Pending approval	470
1534	U\$ BANK	081325	561178948	20250318	381.00 Pending approval	404
516	SILCO FIRE PROTECTIO	081325	6013961	20250921	381.33 Pending approval	470
177	UNION RURAL ELECTRIC	080625	Parrott July25	20250498	390.00 Pending approval	422
657	LANGUAGE LINE SERVIC	081325	11672970	20254811	402.50 Pending approval	420
8097	LICKING/KNOX GOOD	081325	0000672	20254755	413.50 Pending approval	438
833	VERIZON WIRELESS GRE	081325	6119472980	20250306	447.79 Pending approval	438
733	MCAULIFFE'S ACE	081325	419195, 418804	20251022	456.96 Pending approval	418
1724	SHI	081325	B20046774	20254609	461.36 Pending approval	438
	TAYLOR, JOHN K.	080625	15365	20254783	485.45 Pending approval	422
	PETRY, MICHAEL	081325	8/5 O.D. Behind Whee	20254851	490.00 Pending approval	420
	AUNALYTICS, INC.	081325	30034410	20250403	512.00 Pending approval	438
	OCCUPATIONAL HEALTH	081325	42993	20250413	516.00 Pending approval	438
	K & M TIRE INC	080625	150028442	20254776	519.93 Pending approval	422
0131						

Vendor	Name	CHECK RUN	Invoice	PO	Invoice Amt	Status	Dept
	ZANDER PEST CONTROL	081325	46008	20246850		Pending approval	470
833	VERIZON WIRELESS GRE	081325	6119303312	20254814		Pending approval	426
999999	CARL BOLEY, JR. & SA	RE081325	29003011500300			Pending approval	440
	PARR PUBLIC SAFETY E	081325	INV113550	20250324		Pending approval	438
1430	PURCHASE POWER	081325	1027897353	20254892	594.90	Pending approval	420
4068	AGILE NETWORKS	081325	680224	20250308		Pending approval	404
9859	TYLER TECHNOLOGIES I	081325	130-158618	20234775	620.00	Pending approval	438
	COLUMBIA GAS OHIO IN	081325	217973	20250853		Pending approval	470
	BLUE, ESQ., ROBERT M.	81325	217909	20250954		Pending approval	414
	SONSTEIN, JO	081325	7/2025 Foster Care	20254801	715.00	Pending approval	420
10198	WHARTON, KOTA	080125	INV-346	20252450	748.00	Pending approval	422
4068	AGILE NETWORKS	081325	680225	20250401	760.00	Pending approval	438
7311	TAYLOR, JOHN K.	080625	15392	20254889	762.54	Pending approval	422
516	SILCO FIRE PROTECTIO	081325	6012421	20250921	808.75	Pending approval	470
10325	IMPERIAL SCOTT SPECI	081325	43040-7152025	20254542	810.00	Pending approval	438
5219	MOORE MEDICAL LLC	081325	85837970, 85836598	20251027	836.80	Pending approval	418
177	UNION RURAL ELECTRIC	080625	Raymond July25	20250498	836.87	Pending approval	422
8449	AUNALYTICS, INC.	081325	30031044	20250849	855.00	Pending approval	470
7309	SYNCHRONY BANK	081325	217997	20245737	900.00	Pending approval	470
451	SMART OIL COMPANY	081325	218060	20251129	905.14	Pending approval	470
682	OHIO READY MIX INC	080625	605622	20254778	922.50	Pending approval	422
2707	AMEA HEALTHCARE LLC	081325	7/2025	20254810	924.00	Pending approval	420
8602	ROGERS TIRE SERVICE	080625	16006	20254881	940.00	Pending approval	422
8818	CHAIN, ASHLEY B	08132025	1815	20247821	975.00	Pending approval	416
8322	VERIZON CONNECT FLEE	080625	Roads384000078011	20250503	986.50	Pending approval	422
	SPITZNAGEL, TERESA	081325	7/2025 Foster Care	20254821	- (40)	Pending approval	420
((000)	TRI-RIVERS JVS	081325	7356Reed fees LPN pg	20254853	100	Pending approval	420
	OHIO READY MIX INC	080625	605621	20254779		Pending approval	422
	COLUMBIA GAS OHIO IN	081325	217972	20250853		Pending approval	470
	TRI-RIVERS JVS	081325	A. N. Tuition Q1	20254795		Pending approval	420
	SARGENT, LAURA	081325	7/2025 Foster Care	20254802		Pending approval	420
	SPEAKWRITE LLC	081325	3c89a977	20254798		Pending approval	420
	J J KELLER & ASSOC	081325	9110396058	20254558		Pending approval	470
	UNION RURAL ELECTRIC	080625	Millcreek July25	20250498		Pending approval	422
	LENOVO INC.	081325	6473477104	20254758		Pending approval	404
	TRI-RIVERS JVS	081325	Tuition Q1-C.R.	20254849		Pending approval	420
	AUNALYTICS, INC.	081325	30034406	20250848		Pending approval	470 422
	MASTERMIND, LLC	080625	1333	20254890 20253866		Pending approval	426
	CDA, INC.	081325 081325	18058	20253866		Pending approval Pending approval	418
	AIR FORCE ONE INC. AUNALYTICS, INC.	081325	564524, 564740 30033920, 30033911	20254829	Charles Consists sees	Pending approval	418
	COLUMBIA GAS OHIO IN	081325	217977	20250853		Pending approval	470
	BOUND TREE MEDICAL L	081325	85848493	20250205	0.000	Pending approval	438
	FIRELANDS SUPPLY CO.	080125	67407	20250203		Pending approval	422
	AUNALYTICS, INC.	080125	30034409	20254732		Pending approval	404
	WASHINGTON AUTO PART	080625	July25	20250476	1018/2010/06/2010/0	Pending approval	422
	COLUMBIA GAS OHIO IN	081325	217976	20250853		Pending approval	470
	WELLSKY HUMAN & SOCI	081325	CTR1300004259	20254796	and the second second	Pending approval	420
	PARR PUBLIC SAFETY E	081325	INV113099	20252862		Pending approval	438
	PARR PUBLIC SAFETY E	081325	INV113099B	20252867		Pending approval	438
	DIESEL USA GROUP INC	080625	3 085525	20254774	201904-01907-019	Pending approval	422
	QUINLAN, ROBERT III	081325	7/2025 Foster Care	20254806		Pending approval	420
	CDC OH INC	081325	25-039-943	20254896	1000	Pending approval	412
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Vendor	Name	CHECK RUN	Invoice	PO	Invoice Amt	Status	Dept
5595	FORENSIC FLUIDS LABO	081325	78960	20254854	2,700.00	Pending approval	420
1010	JOHNSON, MATTHEW	081325	7/2025 Foster Care	20254803	2,880.00	Pending approval	420
8449	AUNALYTICS, INC.	081325	30034408	20250316	2,935.00	Pending approval	404
2569	KEEPING KIDS SAFE, I	081325	7/2025 TM	20254793	3,120.00	Pending approval	420
7526	WESTERHEIDE CONSTR	081325	01 140 1	20251860	3,200.00	Pending approval	412
7406	AMAZON CAPITAL	081325	144Y-G7KQ-1RHL	20254885	3,344.45	Pending approval	420
1605	CARDONE, JULIE	081325	7/2025 Foster Care	20254823	3,410.00	Pending approval	420
1212	TREASURER STATE OH (	081325	0509068-IN	20250389	3,556.00	Pending approval	438
8449	AUNALYTICS, INC.	081325	30034068	20250809	3,982.62	Pending approval	418
2089	VRI	081325	7/2025	20254809	4,078.00	Pending approval	420
5742	AMERICA'S FLOOR SOUR	081325	CG504554	20250723	4,795.00	Pending approval	470
5742	AMERICA'S FLOOR SOUR	081325	CG504566	20250723	4,972.00	Pending approval	470
10147	WAGNER, THOMAS R.	081325	7/2025 Foster Care	20254804	5,580.00	Pending approval	420
1921	NATIONAL YOUTH ADV	081325	7/2025	20254860	6,080.96	Pending approval	420
948	THE BUCKEYE RANCH IN	081325	11071	20254805	6,200.00	Pending approval	420
10151	HARVEY, MIRANDA	081325	7/2025 Foster Care	20254824	6,464.11	Pending approval	420
295	POLING'S LAWN CARE/	081325	1898-653	20250909	6,750.00	Pending approval	470
4472	CAREGIVER USA CORP	081325	1163-17	20254808	6,897.75	Pending approval	420
3821	TAFT STETTINIUS & HO	081325	6780630	20252084	7,000.00	Pending approval	404
557	SHELLY MATERIALS INC	080625	2795852	20254780	8,034.21	Pending approval	422
52	DAYTON POWER & LIGHT	081325	217992	20250855	8,118.14	Pending approval	470
55	RIGHTWAY FOOD SERVIC	081325	10503 July 2025	20251035	8,195.78	Pending approval	418
5865	ADVANTAGE FAMILY	081325	7/14-7/31	20254820	8,910.00	Pending approval	420
2272	AXON ENTERPRISE	081325	INUS360608	20252512	9,091.00	Pending approval	438
9240	SUPERIOR BUILDING SE	081325	8181	20254100	9,650.00	Pending approval	470
1973	VILLAGE NETWORK	081325	0825-1237	20254862	11,732.75	Pending approval	420
296	CDC OH INC	081325	25-040-955	20254904	12,000.00	Pending approval	412
318	INTERIM HEALTHCARE O	081325	7/2025	20254848	13,275.75	Pending approval	420
4871	NATIONAL BUSINESS FU	081325	ZK265253	20253053	13,846.89	Pending approval	470
575	KALE MARKETING INC	080125	128947	20254759	15,901.39	Pending approval	422
4871	NATIONAL BUSINESS FU	081325	ZK265252	20253054	16,951.69	Pending approval	470
10206	THE JULIA PAIGE FAMI	081325	0825-80A	20254807	21,576.00	Pending approval	420
	Ut 14	•	8.13			2006	21
	Administrator		8/13/202	25		C.J. 101	NISA

\* \* \*

Commissioner McCarthy stated he attended a Richwood Village Council meeting. They have funds in an account for a paving project, but they cannot get bids. He asked Mr. Narducci if the Engineer's Office could add this to an existing project in Richwood.

Mr. Narducci stated this has been done in the past with townships and there is a possibility of cost savings. He will reach out to Engineer Stauch to talk about this.

- \* County Administrator Bill Narducci provided the following updates:
  - Second round interviews for the budget analyst position will be tomorrow morning during a special session.
  - He cannot attend the Union Soil and Water meeting this evening. They will be voting on members, and Commissioner Robinson stated he will be attending.
  - He has Japanese etiquette training this afternoon, and he cannot attend the Data Board meeting.

- He had a call yesterday with Railtown.org and other county representatives. This company has been working with Liberty Township on blocked railroad crossings and how to combat them with sensors to provide advance warnings to first responders. This has been talked about before, and it is not cheap. It is roughly \$10,000 to \$15,000 per year per crossing. There were talks about the possibility of grant funding to help with the cost. The focus will primarily be in Marysville due to the amount of crossings.
- Commissioner McCarthy asked if this system would work with the current 911 system, and Mr. Justice stated it does not. However, the company stated it could make it compatible free of charge to the Sheriff's Office. Mr. Justice stated he was not sure if that was possible because there are maintenance fees with the existing 911 system.
- He attended the 33 Corridor meeting and the 161 Corridor meeting right after. There seemed to be some commonality among the groups in the 161 Corridor meeting on land use.

\* \* \*

- \*Assistant County Prosecutor Thayne Gray provided the following updates:
  - He received some documents regarding the list of delinquent property taxes. He has not reviewed it yet.

\* \* \*

- \*Clerk to the Board of Commissioners Mallory Lehman provided the following updates:
  - No report.

\* \* \*

- \*Commissioner David A. Lawrence provided the following updates:
  - He attended the 33 Corridor meeting last Friday.
  - He attended the Land Bank meeting yesterday. The old Minit Lube property was given to the city.
  - He attended the Darby Township meeting on Monday.

\* \* \*

Commissioner Tom McCarthy provided the following updates:

- He attended the Land Bank meeting on Tuesday with Commissioner Lawrence.
- He was unable to attend the Airport Authority meeting on Monday but met with Steve Koenig before the meeting.
- He attended the Richwood Village Council meeting.

\* \* \*

Commissioner Steve Robinson provided the following updates:

• He cannot attend the Farm Bureau's meeting, but Commissioner Lawrence will be attending.

#### **RESOLUTION NO. 25-343:**

# <u>Executive Session – Pursuant to O.R.C 121.22(G)(7) to Consider Trade Secrets of a County Hospital – Commissioners</u>

The County Commissioners do hereby approve entering into executive session at 9:02 a.m. for the purpose of considering Trade Secrets of a County Hospital. In attendance were: Bill Narducci, County Administrator; Thayne Gray, Assistant County Prosecutor; and Mallory Lehman, Clerk to the Board. Also in attendance were the following representatives for Memorial Hospital: Chip Hubbs, President/CEO; Jeff Ehlers, CFO; Spence Fisher, Executive Vice President; Dr. Jeff Hazey/Chief Medical Director; Doug Loudenslager, Vice Chairperson/Board of Trustees; and Casey Converse, Board of Trustees. The session ended at 9:56 a.m.

\*No action was taken.

A motion was made by Steve Robinson and seconded by David A. Lawrence that this resolution be adopted and carried by the following vote:

Steve Robinson, Yea Tom McCarthy, Yea David A. Lawrence, Yea

\* \* \*

Mr. Hubbs stated Mr. Ehlers will be retiring. Scott Endsley has been hired as the new Memorial CFO. His first day will be October 13. He has over 25 years of healthcare finance experience, and he will be at the next scheduled quarterly meeting. There will be a retirement part of Mr. Ehlers on October 2 at Leon's Garage.

Police are still investigating the robbery at Dave's Pharmacy.

Chip Hubbs, Jeff Ehlers, Spence Fisher, Jeff Hazey, Doug Loudenslager, and Casey Converse left at this time.

#### **RESOLUTION NO. 25-344:**

# Executive Session – Pursuant to O.R.C 121.22(G)(8) to Consider the Confidential Information Related to Marking Plan of an Applicant for Economic Development Assistance – Commissioners

The County Commissioners do hereby approve entering into executive session at 10:08 a.m. for the purpose of considering Trade Secrets of a County Hospital. In attendance were: Bill Narducci, County Administrator; Thayne Gray, Assistant County Prosecutor; Jeff Stauch, Engineer; Luke Sutton, Project Engineer; Eric Phillips, Director/Economic Development; Matt Callahan, Pulte; Jim Hilz, Pulte; Tom Hart; and Mallory Lehman, Clerk to the Board. The session ended at 10:25 a.m.

\*No action was taken.

A motion was made by Steve Robinson and seconded by David A. Lawrence that this resolution be adopted and carried by the following vote:

Steve Robinson, Yea Tom McCarthy, Yea David A. Lawrence, Yea

\* \* \*

\* \* \*

#### **RESOLUTION NO. 25-345:**

# <u>Executive Session – Pursuant to O.R.C 121.22(G)(1) to Consider the Employment of a Public Employee – Commissioners</u>

The County Commissioners do hereby approve entering into executive session at 10:32 a.m. for the purpose of considering the Employment of a Public Employee. In attendance was Brian Butcher, Clemans and Nelson. The session ended at 11:17 a.m.

A motion was made by Steve Robinson and seconded by David A. Lawrence that this resolution be adopted and carried by the following vote:

Steve Robinson, Yea Tom McCarthy, Yea David A. Lawrence, Yea

<sup>\*</sup>Commissioner Robinson recessed the meeting at 10:26 a.m.

<sup>\*</sup>Commissioner Robinson reconvened the meeting at 10:31 a.m.

<sup>\*</sup>No action was taken.

\*Received the following plats for signature:

- Curry Farm Phase 1
- Curry Farm Phase 2

\* \* \*

\*Commissioner Steve Robinson adjourned the meeting at 11:18 a.m.

The preceding Minutes were read and approved August 27, 2025.

Digitally signed by Steve Robinson DN: cn=Steve Robinson, on=Commissioners, ou=Commissioner, email=mlehman@unioncountyohio.g oy, c=US Date: 2025 08.27 11:19:18-04'00' Adobe Acrobat version: 2020.005.30774

Steve Robinson Commissioner

, c=US Date: 2025.08.27 11:20:03 -04'00' Adobe Acrobat version: 2020.005.30774

David A. Lawrence Commissioner

Digitally signed by Tom McCarthy Date: 2025.08.27 11:21:09 -04'00'

Tom McCarthy Commissioner

Digitally signed by Mallory Lehman DN: cn=Mallory Lehman, o=Commissioners, ou=Assistant o=Commissioners, ou=Assistant Clerk to the Board, email=mlehman@unioncountyohio .gov, c=US Date: 2025.08.27 11:21:31 -04'00' Adobe Acrobat version: 2020.005.30774

Mallory Lehman, Clerk to the Board