The Union County Commissioners met in regular session this 2nd day July of 2025, with the following members present:

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

* * *

*Commissioner called the meeting to order at 8:29 a.m.

* * *

*Thayne Gray, Assistant Prosecuting Attorney; Probate Court Judge Don Fraser; Jimmie Inskeep, Facilities Supervisor; Mike Williamson, Marysville Journal Tribune; and Joe Case, Marysville Matters were in attendance.

RESOLUTION NO. 25-280:

<u>Approve the Grant Agreement Between the Ohio Department of Rehabilitation and Correction,</u> <u>Division of Parole and Community Services Bureau of Community Sanctions and Union County</u> <u>Court of Common Pleas – Common Pleas</u>

The County Commissioners do hereby approve the Grant Agreement Between the Ohio Department of Rehabilitation and Correction, Division of Parole and Community Services Bureau of Community Sanctions and Union County Court of Common Pleas.

OHIO DEPARTMENT OF REHABILITATION AND CORRECTION

COMMUNITY CORRECTIONS GRANT AGREEMENT

THIS GRANT AGREEMENT (hereinafter referred to as the "Agreement"), is made and entered into by and between the Ohio Department of Rehabilitation and Correction, Division of Parole and Community Services, Bureau of Community Sanctions, (hereinafter referred to as "Grantor"), located at P.O. Box 430, Columbus, Ohio, 43216 and Union County Court of Common Pleas (hereinafter referred to as "Grantee"), located at 215 W. Fifth Street, Marysville, Ohio 43040. The Grantor and the Grantee are hereinafter collectively referred to as the "Parties" and separately known as the "Party".

WIIEREAS, the Grantee has submitted a grant application to the Grantor;

WHEREAS, the Grantor has authority pursuant to section 5149.30 et seq. of the Ohio Revised Code ("ORC"), to determine and award grants to assist local governments in community-based law enforcement services; and

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements set forth herein, the Parties agree as follows.

- 1. Term: This Agreement is effective as of the date indicated on the grant approval letter which is incorporated herein by reference. As the current Ohio General Assembly cannot commit a future General Assembly to expenditure, this Agreement shall expire on June 30, 2027. Prior to the expiration of the initial term or any renewed term, Grantor may give written notice to the Grantee that this Agreement is being renewed and amended under the same term and conditions subject to an award of grant funds pursuant to Grantee's next grant cycle application. Such renewal shall begin upon the expiration of the initial term or any renewed term, as applicable, and expire as set forth in an amendment to this Agreement.
- 2. Program Services: During the term of this Agreement, the Grantee shall implement and be responsible for the program services set forth in the attached exhibit(s) CCA Exhibit A, TCAP Exhibit B, PSG Exhibit C.
- 3. Program Evaluation: Pursuant to R.C. 5149.31, the Grantor shall evaluate the Program Services and establish means of measuring their effectiveness. Therefore, the Grantee shall prepare and submit to the Grantor the following reports:
 - A. Statistical records in the format and frequency as established by the Grantor. To determine if the Grantee is achieving its stated goal and objectives, the Grantee agrees to submit, within fourteen calendar days, to the Grantor, intake and termination data for each individual being served. The Grantee shall maintain internet access for the data collection, reporting, and transmission into the Grantor's management information systems. The Grantee shall make available all necessary records for validation and audit of this data. It is agreed that the Grantee shall be provided with the results of the Grantor's review of the intake and termination data at intervals determined by the Grantor. This section does not apply to PSI services, if applicable.
 - B. Bi-annual and final expenditure reports shall include financial information for expenditures that relate to Program Services as set forth in paragraph C of OAC 5120:1-5-05 and be submitted thirty (30) days after the end of each quarter. The final report shall include financial information for expenditures that relate to services for the entire grant period and is due by January 30, 2028.



2020 Consolidated Grant Agreement Page 1

ODRC Community Corrections Grant FY26/27

- C. Grantee shall cooperate with Grantor and provide any additional information as may be required by Grantor in administering the grant program. Failure to comply with any of these report requirements or other instructions or requests for relevant information by the Grantee may result in the withholding of Funds until such time as Grantee so complies.
- 4. Funding: During the term of this agreement, Grantor shall provide funding as set forth in the attached exhibits. The total amount of funding for this agreement is \$1,397,864.00.
- 5. Termination and Reduction of Funds: Grantee may terminate Agreement only upon giving written notice of termination to Grantor by certified US Mail that includes a resolution to the same effect. The effective date of the termination shall be at the end of the state fiscal biennium, June 30, 2027. Upon termination, Grantee shall refund to the Grantor any Funds awarded to the Grantee which represents funding for Program Services not yet rendered and return equipment, supplies, or other tangible property, as determined by a financial close-out audit completed by the Grantor.

Grantor may terminate this Agreement or reduce Funds upon thirty (30) days prior written notice to the Grantee. Grantee shall have ten (10) days following the receipt of said notice to present a petition for reconsideration to the Grantor's Managing Director of Court and Community. Within thirty (30) days of receipt of that petition, the Managing Director shall respond, in writing, either approving the petition by continuing Funds or disapproving the petition and stating the reason(s) for the disapproval. Upon disapproval of a petition, termination of this Agreement shall be effective as of the date of the disapproval notification writing.

Furthermore, the Funds may be reduced, or this Agreement terminated by the Grantor if either or both of the following circumstances apply:

- A. The quality and extent of the Program Services has materially changed from the level proposed in the Grantee's grant application;
- B. There is a financial or fiscal audit disclosure involving misuse of Funds.
- 6. Staffing: None of the persons who will staff and operate the Program Services, including those who receive a portion or the entirety of their salaries out of the Funds are employees or to be considered as employees of the Department of Rehabilitation and Correction.
- 7. Workers' Compensation: Grantee shall provide their own workers' compensation coverage throughout the duration of the Agreement and any extensions thereof. Grantor is hereby released from any and all liability for injury received by the Grantee, its employees or agent while performing tasks, duties, work, or responsibilities as a result of the Program Services under this Agreement.
- 8. Dispute Resolution: The Grantor's Bureau of Community Sanctions shall monitor Program Services during the term of this Agreement. The Grantee and the Chief of the Bureau of Community Sanctions will attempt to settle any dispute which arises out of or relates to this Agreement, or any breach of this Agreement. If not settled, the Grantee may engage the Grantor's Deputy Director of Parole and Community Services for dispute resolution.
- 9. Grant Manual: The Grantee agrees to manage and account for Funds in accordance with the guidelines in the attached exhibits. The Grantee's Director of Program Services or designee shall be the fiscal agent to act on behalf of the Grantee and be responsible for fiscal oversight including monitoring and reviewing the expenditures of Funds each quarter. Purchases made with the Funds shall be in accordance with county/state/municipal competitive solicitation requirements.

ODRC Community Corrections Grant FY26/27

- 10. Compliance: All expenditures of Funds made by the Grantee shall be governed by the laws of the State of Ohio, including RC 5149.31, RC 5149.32, RC 5149.33, and RC 5149.36. The Grantee shall comply with the rules of OAC Chapter 5120:1-5 (Community Based Corrections Program) which are applicable under this Agreement. If Grantee fails to so comply, the Grantor shall give the Grantee a reasonable period of time to come into such compliance. Grantee's failure to timely comply may be cause for the Grantor to terminate this Agreement or reduce Funds.
- 11. Extension of Expenditure Period: Expenditure period is 30 months. Grantor may extend the expenditure period if a large amount of funds remain unspent at the end of the fiscal year due to unforeseeable circumstances. Unforeseeable circumstances include, but is not limited to, insurrection, riots, statewide health emergencies or depleted work force that is not caused by either party. Extension of the expenditure period will be communicated in a manner determined by Grantor.
- 12. Conflicts of Interest and Ethics Compliance: No personnel of Grantee or member of the governing body of any locality or other public official or employee of any such locality in which, or relating to which, the work under this Agreement is being carried out, and who exercise any functions or responsibilities in connection with the review or approval of this Agreement or carrying out of any such work, shall, prior to the completion of said work, voluntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out of said work.

Any such person who acquires an incompatible or conflicting personal interest, on or after the effective date of this Agreement, or who involuntarily acquires any such incompatible or conflicting personal interest, shall immediately disclose his or her interest to Grantor in writing. Thereafter, he or she shall not participate in any action affecting the work under this Agreement, unless Grantor shall determine in its sole discretion that, in the light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.

Grantee certifies that by executing this Agreement, it has reviewed, knows and understands the State of Ohio's ethics and conflict of interest laws. Grantee further agrees that it will not engage in any action(s) inconsistent with Ohio ethics laws or any Executive Orders.

- 13. Contract: All contracts by the Grantee for Program Services must be in writing, contain performance criteria, have itemized service costs, indicate responsibilities of parties' involved, state conditions for termination of the contract and be approved by the appropriate county officials before their implementation. A copy of such contract(s) shall be forwarded to the Chief of the Bureau of Community Sanctions.
- 14. Finding for Recovery: The Grantee warrants that it is not subject to an "unresolved" finding for recovery under RC 9.24, or that it has taken the appropriate remedial steps required under R.C. 9.24 or otherwise qualifies under that section. If the warranty is deemed to be false, this Agreement is void ab initio and the Grantee must immediately repay any Funds to the Ohio Department of Rehabilitation and Correction, or the Ohio Attorney General if the collection is so referred.
- 15. Certification of Funds: It is expressly understood and agreed by the Parties that none of the rights, duties, and obligations described in this Agreement shall be binding on either Party until all relevant statutory provisions of the Ohio Revised Code, including, but not limited to, RC 126.07, have been complied with, and until such time as all necessary Funds are available or encumbered and, when required, such expenditure of Funds is approved by the Controlling Board of the State of Ohio, and further, until such time that Grantor gives Grantee the approval" letter that such Funds are available to Grantee.

ODRC Community Corrections Grant FY26/27

- 16. Compliance with Laws: Grantee, in the execution of duties and obligations under this Agreement, agrees to comply with all applicable federal, state and local laws, rules, regulations and ordinances, including any related administrative rules promulgated after the signing of this agreement.
- 17. Drug Free Workplace: Grantee agrees to comply with all applicable federal, state and local laws regarding smoke-free and drug-free workplaces and shall make a good faith effort to ensure that none of its employees or permitted subcontractors engaged in the work being performed hereunder purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs in any way.
- Campaign Contributions: Grantee hereby certifies that all applicable parties listed in Divisions RC 3517.13 are in full compliance.
- 19. Entire Agreement or Waiver: This Agreement contains the entire agreement between the Parties and shall not be modified, amended or supplemented, or any rights herein waived, unless specifically agreed upon in writing by the Parties hereto. This Agreement supersedes any and all previous agreements, whether written or oral, between the Parties. A waiver by any Party of any breach or default by the other Party under this Agreement shall not constitute a continuing waiver by such Party of any subsequent act in breach of or in default hereunder.
- 20. Notices: All notices, consents, and communications hereunder shall be given in writing, shall be deemed to be given upon receipt thereof, and shall be sent to the addresses first set forth above.
- 21. Headings: The headings in this Agreement have been inserted for convenient reference only and shall not be considered in any questions of interpretation or construction of this Agreement.
- 22. Severability: The provisions of this Agreement are severable and independent, and if any such provision shall be determined to be unenforceable in whole or in part, the remaining provisions and any partially enforceable provision shall, to the extent enforceable in any jurisdiction, nevertheless be binding and enforceable.
- 23. Controlling Law: This Agreement and the rights of the Parties hereunder shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio and only Ohio courts shall have jurisdiction over any action or proceeding concerning this Agreement and/or performance hereunder.
- 24. Successors and Assigns: Neither this Agreement nor any rights, duties, or obligations hereunder may be assigned or transferred in whole or in part by Grantee, without the prior written consent of Grantor.
- 25. Prison Rape Elimination Act: If the Program Services are residential services, the Grantee shall adopt and comply with the Prison Rape Elimination Act, National Standards to Prevent, Detect, and Respond to Prison Rape (28 C.F.R. Part 115). The Grantor shall monitor Grantee to ensure such compliance. The Grantor shall ensure that Grantee has been trained on their responsibilities under Grantor's Policy on sexual abuse and sexual harassment prevention, detection and response.
- 26. Execution: This Agreement is not binding upon Grantor unless executed in full.
- 27. Equal Employment Opportunity: Grantee agrees that it is in compliance with the requirements of Ohio Revised Code Section 125.111.
- 28. Liability: To the extent allowable by law, each party agrees to be responsible for any liability, suits, losses, judgments, damages, or other demands brought as a result of its own negligent actions or omissions in the performance of this Agreement.
- 29. Civil Rights Assurance: The parties hereby agree that they will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.).

ODRC Community Corrections Grant FY26/27

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers, as of the day and year first written above.

FOR THE GRANTOR:

Matthew Morris

Matthew Morris, Chief Bureau of Community Sanctions

Roger D. Wilson

Roger Wilson, Deputy Director Division of Parole & Community Services

FOR THE GRANTEE (Commissioners, County Executive or Mayor/City Manager):

Date

7/2/2025

Date

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County Commissioner

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County Executive

Date

County Commissioner

Daw Q. Jawan 7/2/2025

County Commissioner

Date

Mayor/City Manager

Date

ODRC Community Corrections Grant FY26/27

COMMUNITY CORRECTIONS ACT 2.0 GRANT

EXHIBIT A

- 1. Purpose: The Grantor is authorized pursuant to RC 5149.31, RC 5149.32, and RC 5149.36 to determine and award grant funds to assist local governments in community-based corrections program services that are designed to reduce or divert the number of persons committed to state penal institutions and/or detained in and/or committed to local corrections agencies.
- 2. Funding: The Grantor awards to the Grantee a maximum amount of Three Hundred Sixteen Thousand Nine Hundred Sixty Five Dollars and Zero Cents dollars (\$316,965.00) (hereinafter referred to as "Funds"), to be paid in quarterly installments for the period beginning with the effective date of this agreement and ending June 30, 2027, subject to the terms and conditions of this agreement. The Grantor will make payments of Funds by electronic fund transfer to the Grantee's designee. Such payments will be made during the first month of each quarter of the Grantor's fiscal year until the Funds have been expended.

Program's tax identification number is _____ 31-6400087

Fiscal Agency designated to act on behalf of the Grantee:

Agency Name: Union County Treasurer

Agency Contact: Melissa Wilt

- 3. Local Funds: RC 5149.33 prohibits a Grantee from reducing local funds it expends for services provided by the Grantee. Grant funding shall be expended for Services in excess of those being made from local funds. Grant funding shall not be used to make capital improvements. If Grantee violates this paragraph, the Grantor may discontinue funds to the Grantee, pursuant to the process set forth in paragraph D of OAC 5120:1-5-07.
- 4. Program Services: The Grantee shall implement and be responsible for the program services as set forth in Grantee's application (hereinafter referred to as Program Services) in response to Grantor's Community Correction Act Grant which are incorporated herein by reference, in order to obtain Funds available through the Community Non-Residential Programs Subsidy. Any significant change or reduction in Program Services requires the prior written approval of the Grantor. In the event such change, or such reduction is approved, the Grantor may make appropriate changes in the Funds.
- Pre-Sentence Investigation (PSI) Services: If Pre-Sentence Investigation (PSI) services are applicable, then the following requirements apply to PSI services:
 - a. The Funds can be used to hire an employee(s) or independent contractor(s) to conduct PSI reports that meet the requirements of RC 2951.03. The employee(s) or independent contractor(s) shall only perform duties for the Grantee related to the completion of PSI reports and shall receive training and be certified for using the Ohio Risk Assessment System (ORAS).

Community Corrections Act 2.0 Grant

Exhibit A Page 1

- b. All completed PSI reports must be emailed, within 30 days of the sentencing/disposition date, to the email account provided by the Grantor for uploading into the Grantor's PSI portal. An ORAS shall be completed for each PSI offender and placed into the ORAS.
- c. All Grantees receiving PSI funding must make completed PSI reports available to all courts and law enforcement agencies within the State of Ohio upon request.
- 6. Program Reporting: The Grantee shall prepare and submit to the Grantor the following reports:
 - A. Expenditure Reporting: Expenditure reports shall be completed in accordance with the CCA 2.0 Grant Financial guidelines.
 - Expenditure Report: Bi-annual expenditure reports shall be completed in Intelligrants by the Grantee and submitted thirty (30) days after the end of each bi-annual period per the CCA 2.0 financial guidelines. Grantee shall provide supporting documentation of expenditures in the report if requested by the Grantor.
 - 2. Final Expenditure Report: The final expenditure report shall be completed in intelligrants, reporting all grant funds expended during the grant period. The final expenditure report shall be submitted by January 30, 2028.
 - **B. Performance Reporting:** Performance reports shall be completed in accordance with the ODRC Community Corrections grant manual.
 - Performance Reports: Bi-annual performance reports shall be completed in Intelligrants by the Grantee and submitted thirty (30) days after the end of each bi-annual period per the ODRC Community Corrections grant manual. Performance reports shall indicate the measurable progress made toward achieving the established performance outcomes/goals approved in the FY26/27 grant application. The established performance-based standards for subsidized community corrections act programs are in accordance with OAC 5120:1-5-08.

The Grantee's level of achievement of those goals at the end of each performance period is a factor in determining if the Grantor will renew this Agreement in the next grant cycle. The Grantee shall cooperate with and provide any additional information as may be required by the Grantor in carrying out an evaluation of the Program Services.

- 7. Standards: The Grantee shall comply with the laws and rules for subsidy awards to municipal corporations and counties as set forth in RC 5149.31, RC 5149.36, and OAC rule 5120:1-5-06. In accordance with paragraphs (C) and (D) of OAC rule 5120:1-5-06, the intensive supervision probation deviation cap shall be ten percent during the term of this Agreement and if said cap is impermissibly exceeded then Funds shall be reduced.
- 8. The Grantee shall identify a Program Director for each site. The Program Director should have a minimum of a Bachelor's degree in a criminal justice or social science field, or a minimum of five (5) years of full-time experience working with offenders. The Program Director shall be responsible for the following:
 - a. Input into the hiring of direct service delivery staff
 - b. Engaged and involved in the delivery of direct services to offenders.

Community Corrections Act 2.0 Grant

- 9. The Grantee must demonstrate support and value by criminal justice and local community stakeholders.
- 10. The Grantee should ensure at least seventy-five percent (75%) of staff providing case management or programming to offenders have an Associate's degree or higher in a criminal justice or social science field.
- 11. The Grantee shall have a written code of ethics, which is communicated to staff. Violations of the code of ethics shall be addressed according to organizational policy.
- 12. The Grantee shall ensure a minimum of 70% of the programming, referrals, and services offered target criminogenic needs.
- 13. The Grantee shall maintain detailed treatment manuals, utilized by facilitators, containing goals and content of the group, teaching methods, lesson plans, exercises, activities and assignments.
- 14. The Grantee shall retain all offender records for a minimum of three (3) years from the date of offender termination from the organization.
- 15. The Grantee's policy manual shall include but is not limited to the following:
 - a. A policy outlining the retention and disposal of all grant purchased equipment and corresponding inventory list according to grant guidelines.
 - b. Fiscal policies and procedures, including but not limited to: internal controls, petty cash, bonding, and signature control on checks, client funds, and employee expense reimbursements.
 - c. A policy requiring all CCA fiscal records are readily accessible and provide verification of grant expenditures.
 - d. A policy requiring fiscal oversight by the Program Director or designee, including monitoring and reviewing the expenditures of budgeted funds and tracking of grant expenditures.

PROBATION SERVICES GRANT

EXHIBIT C

- Purpose: Pursuant to RC 2301.32, as amended by H.B. 166, 133rd General Assembly, the Grantor is authorized to offer a Probation Services Grant (PSG) to provide a county funding for probation services in lieu of an agreement for the Grantor to establish and operate full community control supervision services for individuals under community control within its jurisdiction, provided that the general assembly has appropriated sufficient funds for that purpose. Grantee herein accepts funds in lieu of the Grantor providing community control services.
- 2. Funding: The Grantor awards to the Grantee a maximum amount of Seven Hundred Fifty Thousand Dollars and Zero Cents dollars (\$750,000.00) (hereinafter referred to as "Funds"), to be paid in quarterly installments for the period beginning with the effective date of this agreement and ending June 30, 2027, subject to the terms and conditions of this agreement. The Grantor will make payments of Funds by electronic fund transfer to the Grantee's designee. Such payments will be made during the first month of each quarter of the Grantor's fiscal year until the Funds have been expended.

Program's tax identification number is _____ 31-6400087

Fiscal Agency designated to act on behalf of the Grantee:

Agency Name: Union County Treasurer

Agency Contact: Melissa Wilt

3. Acceptance of Funds Discontinues Grantor's Supervision: The Parties agree that upon the Grantee's previous acceptance of Funds, the Grantor discontinued all supervision duties for offenders under community control within its jurisdiction, to include but not limited to treatment in lieu, judicial release, diversion programs, or other probation supervision. The Parties further agree that Grantor has no obligation to provide community control services for the Grantee unless the Parties enter into a new agreement for Grantor to provide such services to Grantee.

The parties further agree that any termination of a Probation Services Grant does not allow the Grantor to re-initiate the provision of community control services to the Grantee unless the Parties enter into an agreement for Grantor to provide such services.

- Program Services: As set forth in the approved PSG grant application, incorporated herein by reference.
- 5. Pre-Sentence Investigation (PSI) Services: If Pre-Sentence Investigation (PSI) services are applicable, then the following requirements apply to PSI services:
 - A. The Funds can be used to hire an employee(s) or independent contractor(s) to conduct PSI reports that meet the requirements of RC 2951.03. The employee(s) or independent contractor(s) shall only perform duties for the Grantee related to the completion of PSI reports and shall receive training and be certified for using the Ohio Risk Assessment System (ORAS).

Probation Services Grant

Exhibit C Page 1

- **B.** All completed PSI reports must utilize the PSI template provided by the Grantor which can be found in the FY26/27 Community Corrections Grant manual. The completed PSI must be emailed, within 30 days of the sentencing/disposition date, to the email account provided by the Grantor for uploading into the Grantor's PSI portal. An ORAS assessment shall be completed for each PSI offender and placed into the ORAS portal.
- C. All Grantees receiving PSI funding must make completed PSI reports available to all courts and law enforcement agencies within the State of Ohio upon request.
- 6. Program Reporting: The Grantee shall prepare and submit to the Grantor the following reports:
 - A. Expenditures: Expenditure reports shall be completed in accordance with the Program Services Grant Financial guidelines.
 - 1. Bi-annual Expenditure Report: The bi-annual expenditure reports shall be completed in Intelligrants submitted thirty (30) days after the end of each bi-annual period per the Probation Services Grant financial guidelines. Grantee shall provide supporting documentation of expenditures in the report if requested by the Grantor.
 - Final Expenditure Report: The final expenditure report shall be completed in intelligrants, reporting all grant funds expended during the grant period. The final expenditure report shall be submitted by January 30, 2028.

Probation Services Grant

Exhibit C Page 2

TARGETED COMMUNITY ALTERNATIVES TO PRISON GRANT

EXHIBIT B

- Purpose: The Targeted Community Alternatives to Prison (TCAP) grant provides funds to a
 participating county that signs an Memorandum of understanding (MOU) pursuant to R.C. 5149.38 that
 individuals sentenced by the court for a felony of the fifth degree or a felony of the fifth or fourth degree
 shall not serve the term in an institution under the control of the department of rehabilitation and
 correction, but instead shall serve the sentence as a term of local confinement in a facility of a type
 described in division C or D of R.C. 2929.34.
- 2. Funding: The Grantor awards to the Grantee a maximum amount of Three Hundred Thirty Thousand Eight Hundred Ninety Nine Dollars and Zero Cents dollars (\$330,899.00) (hereinafter referred to as "Funds"), to be paid in quarterly installments for the period beginning with the effective date of this agreement and ending June 30, 2027, subject to the terms and conditions of this agreement. The Grantor will make payments of Funds by electronic fund transfer to the Grantee's designee. Such payments will be made during the first month of each quarter of the Grantor's fiscal year until the Funds have been expended.

Program's tax identification number is ______ 31-6400087 _____

Fiscal Agency designated to act on behalf of the Grantee:

Agency Name: Union County Treasurer

Agency Contact: Melissa Wilt

- 3. Program Services: As a recipient of Funds available through the Community Non-Residential Programs Subsidy, during the term of this Agreement, Grantee specifically acknowledges its obligation to implement and be responsible for the program services set forth in Grantee's Memorandum of Understanding (MOU), incorporated herein by reference. The MOU was created by Grantee in response to Grantor's Targeted Community Alternatives to Prison (T-CAP) solicitation. The Grantee is permitted to revise program services in its sole discretion so long as they follow the grant fiscal guidelines.
- 4. Program Reporting: The Grantee shall prepare and submit to the Grantor the following reports:
 - A. Expenditures: Expenditure reports shall be completed in accordance with the TCAP Grant Financial guidelines.
 - Bi-annual Expenditure Report: The bi-annual expenditure reports shall be completed in Intelligrants submitted thirty (30) days after the end of each bi-annual period per the TCAP financial guidelines. Grantee shall provide supporting documentation of expenditures in the report if requested by the Grantor.
 - Final Expenditure Report: The final expenditure report shall be completed in intelligrants, reporting all grant funds expended during the grant period. The final expenditure report shall be submitted by January 30, 2028.

Targeted Community Alternatives to Prison Grant

Exhibit B Page 1

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

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

Commissioner McCarthy asked if the state budget impacted the courts, and Judge Fraser stated it gives judges a 5% salary increase. This will start next year.

* * *

Judge Fraser left the meeting at this time.

* * *

RESOLUTION NO. 25-281:

Approve the Minutes from the June 18, 2025, Meeting – Commissioners

The Board of County Commissioners approved the minutes from the June 18, 2025, meeting.

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 David A. Lawrence, Yea

*Commissioner McCarthy left the meeting before a vote took place.

RESOLUTION NO. 25-282:

<u>Corrected Release of Mortgage for LuAnn Renaker, Dated January 14, 2013 and Recorded February</u> 25, 2013, Parcel No. 1100162320000, Located at 14001 Fels Boulevard, Marysville, Ohio – <u>Commissioners</u>

The Board of County Commissioners hereby approves the Corrected Release of Mortgage for LuAnn Renaker, Dated January 14, 2013 and Recorded February 25, 2013, Parcel No. 1100162320000, Located at 14001 Fels Boulevard, Marysville, Ohio.

CORRECTED RELEASE OF MORTGAGE

This Corrected Release of Mortgage is recorded to correct a mistake in the page reference for the Mortgage given by LuAnn Renaker.

The TERMS and CONDITIONS of the Mortgage given by, LuAnn Renaker, single, ("Mortgagee," whether one or more), dated January 14, 2013 and recorded on February 25, 2013 in Official Records, Vol. 1013, Page 336 335 in the Office of the County Recorder, Union County, Ohio, which is a lien on the real property, identified as Parcel No 1100162320000, located at 14001 Fels Boulevard, Marysville, Ohio, having been satisfied, the Union County Commissioners Release the lien of that Mortgage and authorize the Recorder to discharge the same of record.

Effective as of August 2, 2023.

Signed: July 2, 2025

UNION COUNTY COMMISSIONERS

Steve Robinson, Commissioner

State of Ohio; County of Union) SS:

The foregoing instrument was acknowledged before me on July 2, 2025, by Steve Robinson, president of the Board of County Commissioners, Union County, Ohio.



Mallory Lehdan, Notary Public Commission Expires: 8/6/2019

Instrument Prepared by: Thayne D. Gray, Assistant Prosecuting Attorney, 249 West Fifth Street, Marysville, Ohio.

To the Recorder – Please make a marginal notation at O.R., Vol 1013, page 335 and on Instrument 2023080200005409



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 David A. Lawrence, Yea

RESOLUTION NO. 25-283:

Variance Request – Eversole Run Neighborhood, Section 9 – Variance #1 – Engineer

The Board of County Commissioners hereby approves the Variance Request – Eversole Run Neighborhood, Section 9 – Variance #1.



June 17, 2025

Mr. Luke Sutton Assistant County Engineer Union County Engineer 233 West Sixth Street Marysville, Ohio 43040

Re: Eversole Run Neighborhood, Section 9 ~ Variance #1

Mr. Sutton,

Terrain Evolution on behalf of Jerome Village Company is requesting a variance to Union County Subdivision Regulations, Article 4, Section 406 – Minimum Right-of-Way Width for the Street within the Glacier Park Neighborhood, Section 14. We request that a 50 ft Right-of-Way be allowed in lieu of the stated 60 ft Right-of-way. 10 ft Easements outside the 50 ft will be provided on both sides of the Right-ofway.

Please feel free to contact me regarding these revisions or if you have any other questions at (614) 385-1092.

Sincerely,

Justo P. 3

Justin Wollenberg, PE, CPESC Sr. Project Director



Your bridge barween Vision and Success

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 David A. Lawrence, Yea

Luke Sutton arrived at this time.

Mr. Sutton stated this is a typical request for a variance.

* * *

Luke Sutton left the meeting at this time.

Commissioner McCarthy arrived back at the meeting at this time.

RESOLUTION NO. 25-284:

Bid Award for 2025 Union County Hot Mix Resurfacing Program – The Shelly Company – Engineer

The Board of County Commissioners hereby approves the Bid Award of 2025 Union County Hot Mix Resurfacing Program – The Shelly Company.

UNION COUNTY ENGINEER	County Engineer Environmental Engineer 233 W. Sixth Street Marysville, Ohio 43040 P 937, 645, 3021	Building Department 233 W. Sixth Street Marysville, Ohio 43040 P 937, 645, 3018	Marysville Operations Facility 16400 County Home Road Marysville, Ohio 43040 P 937. 645. 3017 F 937. 645. 3111	
7710	F 937.645.3161		Richwood Outpost	
1 N			190 Beatty Avenue	
	www.unioncountyohio.gov/engineer		Richwood, Ohio 43344	

Public Service with integrity

MEMO

TO:	Board of Commissioners	
FROM:	Jeff Stauch	
DATE:	June 27, 2025	
SUBJECT:	2025 Union County Hot Mix Resurfacing Program Bids received June 25, 2025	s.
We have rev	iewed the referenced bids. Two bids were received.	
<u>Bidder</u>	Bid	
The Shelly C 80 Park Drive Thornville, O	e	
	signed and contained proper bid surety. I recommend that any informa d to <i>The Shelly Company</i> in the amount of \$1,509,632.85.	lities be waived, and the C.J. <u>1015</u> <u>15-184</u> Date <u>112</u> 1005

Jeff Stauch, PE/PS County Engineer | Environmental Engineer Sam Cronk, CBO Chief Building Official

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. 25-285:

<u>Approve Architectural Proposal 01 for the Union County Courthouse – I.T. Cable Replacement –</u> <u>Facilities/Commissioners</u>

The Board of County Commissioners hereby approves the Architectural Proposal 01 for the Union County Courthouse – I.T. Cable Replacement.

	06-23-25 25.xx
MARK Lecky Architects	Union County Commissioners &
LLC Architects/Planners	Re: Architectural Proposal 01
668 S. Ninth St. Columbus Ohio 43206	Union County Courthouse – I.T. Cable Replacement 215 West Fifth St. Marysville, Ohio 43040
Tel 614-621-9339(0) E Mail	Dear Commissioners & Jimmie,
Lecky@MLArchs.com	Thank you for the opportunity to provide this proposal and for your consideration of it. This proposal includes the following work items Mark Lecky Architects, LLC (herein referred to as MLA,LLC) has discussed and reviewed with Jimmie Inskeep on site 04-28-25 and subsequent discussions.
	The project will include provisions for the replacement of the Courthouse I.T. cabling to upgrade the system with CAT 6 wiring. The existing cables will be removed and the now work will be routed in concealed spaces similar to existing. The existing I.T. equipment will remain. Work will include cabling, new devices, tie-in work, minor electrical, fire stopping details and touch-up finishing as needed. The current estimated budget is in the range of \$175.000, based on the current proposal that you received from a subcontractor and additions for prevailing wage rates and bidding conditions. As requested, we ar proposing to provide architectural and electrical engineering design, construction documents, bidding, plan review permit submittal and contract administration services for your project.
	 We would propose the following project work at this time: 1. Field review and provide survey information of the existing conditions for the new work items. 2. Design development and coordination: provide product reviews and information for approval by the County. Have our drawings brought to a 50% completion level. Add details and document drawing information. 3. Construction drawings & specifications completion: Provide the final set of documents for bidding and building permit submittal purposes. 4. Permits / submittals correspondence and bidding / subcontractor's review period. Provide a bidding phase. Provide a pre-bid meeting with contractors. Receive and review bids and provide an owner/contractor contract for your approval and processing. 5. Contract Administration: Provide approximately (6) site visits as necessary to help coordinate and answer contractor questions and resolve issues. Hold project meetings and document with meeting notes. Correspondence and phone follow up conversations will be included until the project work is complete. Review contractor submittals, pay applications and closeout documents. The time of construction is estimated to be (2) months. 6. A/E Fee:
u	 Not rec. Items 1-5: Provided for a total minimum cost of 10% of the budget construction cost of \$175,000 = \$17,500. The costs for work over the construction estimate will be adjusted after bids are received. Additional services and bid alternates that you request/approve will be billed at the same percentag rates.
Mork D Lecky Principal Architect	 The phases indicated in items 1-5 above will be assessed at the following percentages of completion for billing purposes: A Preliminary design: 15% B. Design Development: 10% C. Construction documents: 50% D. Bidding: 5% E. Contract Administration: 20% 7. Reimbursable expenses for printing and travel, budgeted at <u>\$619.00</u> as follows. Reimbursable expenses for printing, mileage and materials required for this project will be billed at MLA, LLC standard office rates. Costs to be as follows: A Travel: (10) Trips @ 76 miles (R.T.) x \$.65 = \$494.00
	(Note: trips from projects on-route to yours will be provided a partial mileage credit).

25.xx



06-23-25

B Printing: \$125
 C Cost of building permit to be paid directly by the County.

8. Total cost estimated (items 1-6 and 7A-B): \$18,119.00

Miscellaneous

- 1 Mechanical/Electrical/Plumbing (MEP) Engineering: Electrical work is included in this proposal only. The engineering consultant will be Kramer Engineers, 394 Oak Street Columbus, Ohio.
- 2. Permits / Submittals: MLA,LLC will coordinate the full set of drawings for the work and provide sets for submittal to the building department. Follow up correspondence and response to the building department will be provided by MLA,LLC and/or the engineers of record (as required by the comments). MLA,LLC will coordinate as needed to re-submit. Costs for building department permits and fees are to be paid by the County.
- General Liability: Mark Lecky Architects, LLC's currently carries liability insurance of no less than \$1,000,000 per claim. The limits of this project shall be for all architectural & engineering work and to a maximum extent of \$5,000 total for all possible claims.
- 5. Additional services to be invoiced at the standard office hourly rates as indicated in this proposal.
- 6. The County and architect have the right to terminate services under this agreement and pay the
- architect for costs incurred to the agreed upon cancellation date.
 7. The documents are the property of MLA, LLC for use on this project only. If the County terminates services but wishes to maintain the documents the cost to prepare the docs for transfer and transfer rights will be reviewed at a future time.
- Payments: MLA,LLC will bill for services & expenses incurred to date at periodic phases through the project. Final billing will be provided upon completion of the work.

Design Schedule

Construction documents will be completed approximately in August of 2025 with construction work complete by the end of December of 2025 (pending delivery schedule of materials for the metal building). Final construction schedule to be determined.

Thank you for the opportunity to submit this proposal. Please call to discuss any questions.

Sincerely MARK LECKY ARCHITECTS, LLC

Mark Lecky, President

To accept this proposal please sign below and date. Union ntative 5 2 Union /County Rep tativa -) Union County Representative

1212075

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

Mr. Inskeep stated they had put this bid design out earlier this year and no one responded. The project will include taking out the old cable that is no longer in use and replacing the existing cable with new.

Commissioner McCarthy asked if the old cables are still a mess in the attic, and Mr. Inskeep stated they have used j-hooks to hang everything. It is a lot more organized than it was.

Commissioner McCarthy asked what account this project would be paid out of and Mr. Narducci stated it would be a capital funds project.

Commissioner McCarthy asked if the Clerk of Courts office can contribute to this project, and Mr. Narducci stated he will look into that further.

Jimmie Inskeep left the meeting at this time.

RESOLUTION NO. 25-286:

<u>Seventh Amendment to the Agreement of Sublease Between the Department of Rehabilitation and</u> <u>Correction and County of Union – Commissioners</u>

The Board of County Commissioners hereby approves the Seventh Amendment to the Agreement of Sublease Between the Department of Rehabilitation and Correction and County of Union.

SEVENTH AMENDMENT

to

AGREEMENT OF SUBLEASE

between

DEPARTMENT OF REHABILITATION AND CORRECTION

and

COUNTY OF UNION, OHIO

(Adult Correctional Building Fund Projects)

Community Based Correctional Facility

THIS SEVENTH AMENDMENT TO AGREEMENT OF SUBLEASE (the "Amendment"), made as of the <u>1</u> day of <u>1</u> day of <u>2</u> da

WITNESSETH:

WHEREAS, the Ohio Building Authority (the "Authority") and the Department have heretofore entered into an Agreement of Lease dated as of June 1, 1991 and the Ohio Public Facilities Commission (the "OPFC") and the Department have entered into a Lease Agreement dated as of May 1, 2012 (each an "Original Lease" and collectively, the "Original Leases" and as both have been supplemented and amended from time to time, the "Leases"), under which subleases are provided for and contemplated for the purposes therein provided, and pursuant thereto and in accordance therewith the Department and the Agency entered into an Agreement of Sublease dated February 1, 1995 (the "Original Sublease"), as amended by an Agreement of Sublease dated November 1, 2000; as amended by the First Amendment to Agreement of Sublease dated as of January 1, 2005; as amended by the Third Amendment to Agreement of Sublease dated as of June 1, 2017; as amended by the Fifth Amendment to Agreement of Sublease dated as of February 7, 2019; as amended by the Sixth Amendment to Agreement of Sublease dated as of December 14, 2022 (collectively, the "Sublease"); and



WHEREAS, pursuant to Section 101.01 of Substituted House Bill Number 153 of the 129th General Assembly ("House Bill 153") and Section 701.50 of House Bill 153, and the amendments to Chapter 154 of the Revised Code effective January 1, 2012, the Authority was abolished and all of its leases and agreements with state agencies for facilities for capital purposes made under Chapter 152 were transferred to the OPFC, said OPFC as the Authority's successor in interest under those leases and agreements; and

WHEREAS, the Board of County Commissioners has passed a Resolution which is Exhibit A, attached hereto and made a part hereby authorizing and directing the Board of County Commissioners to execute and deliver, in the name and on behalf of the County, this Amendment; and

WHEREAS, the Department, has revised the Aggregate Amount of Project costs for the Project as set forth in Section 1 of this Amendment, to be paid for or reimbursed from the Adult Correctional Building Fund.

NOW THEREFORE, the parties hereto agree as follows:

Section 1. <u>Amendment of Sublease</u>. It is hereby determined to be necessary to amend Section 1 of the Third Amendment to Agreement of Sublease which had a project cost of \$500,000.00 that changed the aggregate amount to \$6,954,000.00. The Fourth Amendment to Agreement of Sublease included capital renovations for 24 additional beds at a project cost of \$2,281,610.00 which changed the total aggregate amount to \$9,235,610.00. The Fifth Amendment to Agreement of Sublease added another 8 beds to the facility expansion, increasing the bed capacity by 32 beds at a project cost of \$286,660.00 which changed the total aggregate amount to \$9,522,270.00. The Sixth Amendment to Agreement of Sublease replaced the asphalt driveway and parking lots at the facility at a project cost of \$461,930.00 changing the total aggregate amount to \$9,664,854.00. This Seventh Amendment of Agreement of Sublease Project #: DRC-25C051 provides \$255,000.00 replace roofing, carpeting, security cameras, kitchen equipment and replace concrete sidewalks which changes the total aggregate amount to \$10,239,200.00.

Section 2. <u>Relation to Sublease and Original Leases</u>. This Amendment shall be construed in connection with and as part of the Sublease. The Original Leases are both prime to the Sublease.

Section 3. <u>Binding Effect</u>. This Amendment shall ensure the benefit of and shall be binding upon the Department and the Agency and their respective permitted successors and assigns.

Section 4. <u>Counterparts</u>. This Amendment may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 5. Governing Law. This Amendment is and shall be deemed to be a contract

made under the laws of the State and for all purposes shall be governed by and construed in accordance with the laws of the State.

IN WITNESS WHEREOF, the parties hereto have caused this Seventh Amendment to Agreement of Sublease to be executed by their duly authorized officers or representatives as of the day and year first hereinabove set forth, but actually on the dates of their respective acknowledgements.

DEPARTMENT OF REHABILITATION AND CORRECTION

COUNTY OF UNION, OHIO

6

David A. Lawerence, Commissioner

on Milar Tom McCarthy

Commissioner De

Steve Robinson Commissioner

Annette Chambers-Smith, Director

7262205

CERTIFICATE OF AUDITOR

OF THE COUNTY OF CLARK, OHIO

The undersigned, Fiscal Officer of the County under the foregoing Seventh Amendment to Agreement of Sublease, hereby certifies that any moneys required to meet the obligations of the County under the foregoing amendment have been lawfully appropriated by the Board of Commissioners of the County of Clark, Ohio for such purposes and are in the custody of the Treasurer of the County of Clark, Ohio or are in the process of collection to an appropriate fund, free from any previous encumbrances.

Dated: _____

7262205

Hillary Hamilton, Auditor Clark County, Ohio

ACKNOWLEDGEMENTS

STATE OF OHIO, COUNTY OF FRANKLIN, SS:

On this ______day of ______, 20____, before me, a Notary Public, in and for said county and state personally appeared Annette Chambers-Smith, the Director of the Department of Rehabilitation and Correction of the State of Ohio, and acknowledged the execution of the foregoing instrument, and that the same is his valid act and deed on behalf of said Department.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my seal on the day and year aforesaid.

Notary Public

STATE OF OHIO, COUNTY OF UNION, SS:

On this 2 day of ..., 2025, before me, a Notary Public, in and for said state personally appeared <u>Steve ROOMSON</u>, <u>DAVIDAL LAWYENCC</u> and <u>DM MCCAY HU</u>, members of the Board of Commissioners of the County of Union, Ohio, and acknowledged the execution of the foregoing instrument, and that the same was their valid act and deed on behalf of said County.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my seal on the day and year aforesaid.

MALLORY JORDANN LEHMAN Notary Public State of Ohio y Comm. Expires August 6, 2029

Mallon Jordann Liman

CONSENT OF OHIO PUBLIC FACILITIES COMMISSION

Upon the finding that the foregoing instrument is consistent with pertinent capital and general appropriation act provisions, the Ohio Public Facilities Commission consents to the said instrument.

OHIO PUBLIC FACILITIES COMMISSION

By: _____

Diane Chime, Assistant Secretary

7262205

UNION COUNTY COMMUNITY BASED CORRECTIONAL FACILITY

CERTIFICATE OF CLERK OF BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF UNION, OHIO

The undersigned, Clerk of the Board of County Commissioners (the "Board") of the County of Union, Ohio (the "County") hereby certifies as follows:

1. I am the duly appointed, qualified and acting Clerk of the Board of the County.

2. Each of the following persons is the current incumbent of the County office set forth opposite each name, and the signature set opposite each name is the true and genuine signature of that person:

Office	Name	Signature
County Commissioner	David A. Lawerence	Diad
County Commissioner	Tom McCarthy	Jon Milarthy
County Commissioner	Steve Robinson	Ho Odlan
Prosecuting Attorney	David Phillips	-CO

3. Attached hereto and marked as indicated is a true and exact copy of the extract from the minutes of the meeting of the Board held on _______, 2015 setting forth a resolution adopted by the Board authorizing the execution and delivery of the Seventh Amendment to Agreement of Sublease (the "Amendment") between the County and the Department of Rehabilitation and Correction (the "Department") and authorizing the execution and delivery of the documents in connection with the Amendment. See Exhibit A which is attached hereto and made a part hereof.

4. The Board has previously adopted rules pursuant to Section 121.22 of the Ohio Revised Code with respect to its meetings and meetings of its committees and of any other public bodies which took action in respect to the Amendment and over which it has rule-making authority, and such rules remained in effect since that date, without amendment. All requirements and procedures for giving notice and notification of meetings referred to above were complied with.

5. All meetings of the Board and all of its committees and any other public bodies, at which the formal actions with respect to which the Amendment were taken, or at which deliberations that resulted in such formal actions were taken, and any such deliberations, took place while such meetings were open to the public in full compliance with the law.

6. Exhibit A is an extract of minutes which is a complete and accurate transcript of all of the proceedings taken with regard to the authorization, execution and delivery of the Amendment and those proceedings have not been rescinded, repealed or amended and are as of this date in full force and effect.

The date of this Certificate is JULY 2, 2025.

mon Manar Mallory Lehman, Clerk

Board of Commissioners Union County, Ohio

7262205

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EXHIBIT A

[Attach Meeting Minutes showing adoption of Resolution]

RESOLUTION

The County Commissioners of the County of UNION_, Ohio met in **(PQUAR** session this date with the following members present:

DAVID A. LAWIENCE offered the following Resolution and moved its adoption.

A RESOLUTION AUTHORIZING THE EXECUTION OF AN AMENDMENT TO AGREEMENT OF SUBLEASE WITH RESPECT TO COMMUNITY BASED CORRECTIONAL FACILITY

WHEREAS, the Board of County Commissioners of the County of Union (the "Board") entered into an Agreement of Sublease (the "Original Sublease", and as supplemented and amended from time to time, the "Sublease"), with the Ohio Department of Rehabilitation and Correction (the "Department") concerning the community based correctional facility in the County (the "Project"); and

WHEREAS, the Department and County desire to amend the Sublease in accordance with the terms hereof and the Seventh Amendment to Agreement of Sublease (the "Amendment") on file with the Board.

NOW, THEREFORE, BE IT RESOLVED, by the Board as follows:

Section 1. Any two members of the Board of County Commissioners of the County are authorized and directed to execute and deliver, in the name and on behalf of the County, the Amendment, in substantially the form submitted to and now on file with the County, which is hereby approved, with such changes therein not inconsistent with this Resolution as may be approved by such members of the Board. The approval of such changes by this Board shall be conclusively evidenced by the execution of the Amendment by such County Commissioners.

<u>Section 2</u>. Each member of the Board and other county officials are each separately authorized to take any and all actions and to execute such certificates and other instruments as may be necessary or appropriate in order to effect the intent of this Resolution.

Section 3. It is found and determined that all formal actions of this Board concerning and relating to the adoption of this Resolution were taken in an open meeting of this Board, and that all deliberations of this Board and of any of its committees that resulted in those formal actions, were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 4. This Resolution shall take effect and be in force immediately upon its adoption and, to the extent inconsistent therewith, supersedes any prior resolution of this Board.

Steve ROUNDseconded the motion and the roll called for adoption of the foregoing resolution, the vote resulted as follows:

AYESSTEVE ROBINSON Davia A. Lawtence NAYS: Ø	
ABSTENTIONS: 🗭	
ADOPTED this 2 day of JULY, 2025.	

Malloy Lehmon Mallory Lehman, Clerk

Board of Commissioners Union County, Ohio

7262205

ASSISTANT PROSECUTING ATTORNEYS

MELISSA A. CHASE THAYNE GRAY ANDREW BIGLER RAYMOND KELLY HAMILTON COURTLAND PERRY BRIAN C. COOK SAMANTHA HOBBS

July 2, 2025



VICTIM ADVOCATES ELIZABETH CLARK CORY HAMILTON CATHERINE WEEKS LAUREN MCDOWELL

> INVESTIGATOR ERIC YOAKAM BRIAN LACY

State Treasurer of Ohio 30 East Borad Street, 9th Floor Columbus, OH 43215

Ohio Department of Rehabilitation and Correction 4545 Fisher Rd. Suite D Columbus, OH 43228

Ohio Public Facilities Commission 30 E. Broad Street, 34th Floor Columbus, OH 43215

Re: West Central Community Correctional Facility

Ladies and Gentlemen:

I am the County Prosecutor of Union County, Ohio (the "County"), and in that capacity, I am authorized to render this opinion. I am familiar with the Constitution and laws of the State of Ohio insofar as the same are relevant to the matters addressed herein. For the purpose of this opinion, I have reviewed such documents, proceedings of the Board of County Commissioners of the County (the "Board"), and other information as I have deemed necessary, including a resolution adopted by the Board on July 2, 2025 (the "Resolution") authorizing the County to execute and deliver a Seventh Amendment to an Agreement of Sublease between the Ohio Department of Rehabilitation and Correction and the County (the "Agreement of Sublease") in connection with the community based correctional facility (the "Project").

Based upon the foregoing, I am of the opinion that:

1. The County is a validly existing county and political subdivision of the State of Ohio (the "State"), duly organized and existing under the Constitution and laws of the State.

2. The County has full power and authority to enter into the Amendment, to carry out the transactions contemplated by the Agreement of Sublease and to perform its obligations thereunder.



UNION COUNTY JUSTICE CENTER · 249 WEST FIFTH STREET · MARYSVILLE · OHIO · 43040 · PHONE · 937-645-4190 · FACSIMILE · 937-645-4191



State Treasurer of Ohio Ohio Department of Rehabilitation and Correction Ohio Public Facilities Commission July 2, 2025

3. The Board has duly adopted the Resolution. The execution, delivery and performance by the County of the Amendment have been duly authorized; the Amendment has been duly executed and delivered, and is a legal, valid and binding obligation of the County, enforceable against the County in accordance with its terms, except as the enforceability and binding effect thereof may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and other laws affecting the enforcement of creditors rights generally, and subject to the effect of rules (whether in proceedings in equity or at law) governing specific performance, injunctive relief and other equitable remedies.

4. No approval, consent or order of any governmental authority, board, agency, or commission not heretofore obtained is required to permit the performance by the County of its obligations under the Agreement of Sublease.

5. No suit, action, proceeding, or investigation is pending, nor to my knowledge threatened, against or affecting the County before any court or governmental department, commission, board, bureau, agency, or other instrumentality which would have an adverse effect on the transactions contemplated by the Agreement of Sublease or the ability of the County to perform its obligations thereunder.

6. The execution and delivery by the County of the Amendment and the performance by the County of its obligations under the Agreement of Sublease do not, to the best of my knowledge, (i) conflict with, result in a breach of, or constitute a default under, any resolution, indenture of trust or mortgage, loan or credit agreement, or any other agreement or instrument to which the County is a party or by which it is bound, or (ii) result in or require the creation or imposition of any mortgage, lien, security interest or other charge or encumbrance upon the Project Site, as defined in the Agreement of Sublease, except as provided in such instrument.

Very truly yours.

d W. Phillips **Prosecuting Attorney** Union County, Ohio

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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

*A fully executed copy of this contract was not available at the time these minutes were journalized.

Page 2

Mr. Gray stated this contract is how the Department of Corrections channels capital funds to West Central Community Correctional Facility.

* * *

RESOLUTION NO. 25-287:

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 June 30, 2025.

Vendor	Name	CK RUN Invoice		PO	Invoice Amt Dept	
4353	Ashphalt Materials, Inc	70225	9013370752	20254168	\$59,206.80 Pending approval	422
4353	Ashphalt Materials, Inc	70225	9013370324	20254167	\$64,101.82 Pending approval	422
4353	Ashphalt Materials, Inc	70225	9013371118	20254166	\$64,121.05 Pending approval	422
/	Add Desc: Asphalt for chip sea	Mi Michardly	7/2/2025	L_	c.j. <u>2025</u>)

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

ADMINISTRATOR ACTION NO. 25-080A:

Payment of Bills

County Administrator William Narducci approved the payment of regular purchase order bills and the "then and now" bills submitted for the week of June 30, 2025.

/endor	Name	CHECK RUN	Invoice	PO	Invoice Amt	Status	Dept
1039	REPUBLIC WASTE SERVI	070225	00046-006309140	20250478	1.82	Pending approval	422
733	MCAULIFFE'S ACE	070225	418434	20250156	3.99	Pending approval	438
1127	QUILL CORPORATION	070225	44411696	20254127	6.03	Pending approval	434
52	DAYTON POWER & LIGHT	07022025	216094	20250855	14.39	Pending approval	470
2245	RICHWOOD BANKING VIS	070225	5/29-6/28/25	20247006	15.99	Pending approval	426
1039	REPUBLIC WASTE SERVI	070225	0046-006311298	20251390	17.27	Pending approval	422
1294	PAT'S PRINT SHOP	070225	216046	20254192	19.50	Pending approval	440
583	SHERWIN WILLIAMS	07022025	4265-1	20254200	23.12	Pending approval	470
10307	AUTOMATED SECURITY	070225	112083	20254116	24.00	Pending approval	420
10307	AUTOMATED SECURITY	070225	112082	20254114	24.00	Pending approval	420
4356	KONICA MINOLTA BUSIN	070225	9010484074	20250186	24.04	Pending approval	404
521	MASI	070225	5230457	20250493	26.30	Pending approval	422
521	MASI	070225	5230688	20250493		Pending approval	422
	MASI	070225	5240304	20250493		Pending approval	422
	MASI	070225	5240469	20250493		Pending approval	422
	CENTURYLINK	070225	Toll free 6-7/2025	20254178		Pending approval	420
	DAYTON POWER & LIGHT	070225	200001166608 6/19/25	20250807		Pending approval	418
	JOHNSON, TIM	070225	215903	20251564		Pending approval	438
	AMAZON	070225	1G94-3KKV-X7Q7	20254026		Pending approval	438
	DAYTON POWER & LIGHT	07022025	216142	20250855		Pending approval	470
	UNION COUNTY SHERIFF	070225	2025MA02	20254157		Pending approval	418
	MASI	070225	5240269	20254157		Pending approval	422
	MASI	070225	5240363	20250493		Pending approval	422
							422
	MASI	070225	5250390	20250493		Pending approval	
	MASI	070225	5250290	20250493		Pending approval	422
	MASI	070225	5230434	20250493		Pending approval	422
	MCAULIFFE'S ACE	070225	K18183	20254129		Pending approval	438
	RECKER, DANIEL	070225	6.2025 travel	20254187		Pending approval	420
	GORDON FLESCH COMPAN	070225	IN15205486	20250330		Pending approval	438
	RICHWOOD BANKING VIS	070225	fuel June	20247007		Pending approval	426
978	AEP OHIO	070225	7252 May/June25	20250712	43.21	Pending approval	422
38	CITY OF MARYSVILLE	07022025	216079	20250852	44.22	Pending approval	470
815	UNION COUNTY HEALTH	070225	EH06132025	20254156		Pending approval	418
2108	QUENCH USA, INC.	07022025	INV09088379	20250898	51.98	Pending approval	470
978	AEP OHIO	070225	7090 May/June25	20250712	52.04	Pending approval	422
521	MASI	070225	5230578	20250493	52.60	Pending approval	422
1127	QUILL CORPORATION	070225	44373811	20254125	57.86	Pending approval	434
128	MEMORIAL HOSPITAL UN	070225	06172025-01	20254160	60.00	Pending approval	418
9092	GERKEN, BETH A	070225	6/16/25	20254155	60.32	Pending approval	418
1127	QUILL CORPORATION	070225	44366357	20254126	67.82	Pending approval	434
2245	RICHWOOD BANKING VIS	07022025	216124	20250892	73.00	Pending approval	412
2119	GORDON FLESCH COMPAN	070225	01030623	20247068	73.33	Pending approval	440
1039	REPUBLIC WASTE SERVI	070225	0046-006311297	20251390	73.77	Pending approval	422
978	AEP OHIO	070225	7002 May/June25	20250712	74.17	Pending approval	422
4356	KONICA MINOLTA BUSIN	070225	9010483729	20250186	75.01	Pending approval	404
	AEP OHIO	070225	4819	20250301		Pending approval	410
	DAM, ROBERT PEYTON	070225	Mar, Apr '25 phone	20254186		Pending approval	420
	MASI	070225	5250282	20250493		Pending approval	422
	QUILL CORPORATION	070225	44367346	20254128		Pending approval	434
	UCO INDUSTRIES	070225	23602	20254137		Pending approval	434
	COLUMBIA GAS OHIO IN	070225	May/June25	20250483		Pending approval	422
	KLEIBER, JON	070225	2025PG009	20230483		Pending approval	426
1404	NEEDEN, JON	510225	20231 0003	2024/002	01.74	- change approval	16.5

Vendor	Name	CHECK RUN	Invoice	Invoice Amt	Invoice Amt	Status	Dept
1039	REPUBLIC WASTE SERVI	070225	0046-006309422	20251390	88.03	Pending approval	422
7406	AMAZON CAPITAL	070225	17VJ-WVKF-H7T3	20254143	89.74	Pending approval	422
1127	QUILL CORPORATION	70225	44557528	20250948	95.60	Pending approval	414
1873	PARR PUBLIC SAFETY E	070225	INV112481	20250193	98.79	Pending approval	438
8023	CBTS LLC	070225	00102528080	20254179	101.73	Pending approval	420
2191	AMAZON	070225	1G94-3KKV-9K1R	20250140		Pending approval	438
583	SHERWIN WILLIAMS	07022025	4194-3	20254200		Pending approval	470
1127	QUILL CORPORATION	070225	44450614	20250396		Pending approval	438
1127	QUILL CORPORATION	07022025	44394711	20247441		Pending approval	412
7406	AMAZON CAPITAL	070225	1396-TDDD-RWM1	20254144		Pending approval	422
7406	AMAZÓN CAPITAL	070225	1H91-RMQ4-PCV7	20251023		Pending approval	418
	W. W. GRAINGER	070225	9531147149	20254145		Pending approval	422
	DICKMAN SUPPLY INC.	07022025	757479-00	20251120		Pending approval	470
	ROBERTS, BOB	070225	215902	20251565		Pending approval	438
	ROSE, TRISHA	070225	2025 team bldg, meal	20254188		Pending approval	420
	WARGO, ALEX	070225	216054	20251566		Pending approval	438
	FOURTH COAST SUPPLY	070225	100079	20254115		Pending approval	420
	MASI	070225	5240668	20250493		Pending approval	422
	AEP OHIO	070225	8580	20250301		Pending approval	422
	MARYSVILLE JOURNAL	070225	2025/2026	20254140		Pending approval	422
	CITY OF MARYSVILLE	07022025	216069	20250852		Pending approval	470
	AMAZON CAPITAL	07022625	1K3WXM36GH4L	20251187		Pending approval	410
	WALMART COMMUNITY BR	070225	1663344555	20254189		100 A 100	
	STATE CHEMICAL MANUF	07022025	903821993	20254189		Pending approval	420
	QUILL CORPORATION	07022025		20254073		Pending approval	416
	CITY OF MARYSVILLE		44411362			Pending approval	404
	DELL MARKETING LP	07022025	216071	20250852		Pending approval	470
		070225	10819095663	20253638		Pending approval	422
	JOHN DEERE FINANCIAL	070225	May/June25	20254154		Pending approval	422
	VERIZON WIRELESS GRE	070225	6116350515	20254196		Pending approval	434
	REPUBLIC WASTE SERVI	070225	0046-006309072	20250478		Pending approval	422
	CITY OF MARYSVILLE	07022025	216073	20250852		Pending approval	470
	OACP	070225	MD2776	20254172		Pending approval	438
	MARYSVILLE PRINTING	70225	56409	20250947		Pending approval	414
	STAPLES CONTRACT &	070225	7005694217	20251028	236.94	Pending approval	418
	VANHOOSE, ROBERT L	07022025	32863	20254199	243.75	Pending approval	470
	STATE INDUSTRIAL PRO	07022025	903827693	20250923	250.27	Pending approval	470
	CORE AND MAIN LP	070225	X103104	20253859	258.77	Pending approval	422
	W. W. GRAINGER	070225	9535854146	20254165	264.08	Pending approval	422
	SOUTHERN COMPUTER WA	070225	INV0083495	20254108	277.24	Pending approval	404
1039	REPUBLIC WASTE SERVI	070225	0046-006309130	20250333	280.66	Pending approval	438
1127	QUILL CORPORATION	070225	44372156	20254117	287.13	Pending approval	436
12	WEST PUBLISHING PAYM	070225	851999971	20254123	297.82	Pending approval	434
3231	YURASEK, OWENS-RUFF	070225	Jezerinac 245 Bom.	20254148	300.00	Pending approval	434
3231	YURASEK, OWENS-RUFF	070225	Jezerinac lot285	20254148	300.00	Pending approval	434
3231	YURASEK, OWENS-RUFF	070225	255 Bomford	20254148	300.00	Pending approval	434
3231	YURASEK, OWENS-RUFF	070225	.11ac bomford	20254148	300.00	Pending approval	434
3231	YURASEK, OWENS-RUFF	070225	Kinley 47.715	20254213	300.00	Pending approval	434
3231	YURASEK, OWENS-RUFF	070225	Kinley 17.75	20254213	300.00	Pending approval	434
6024	WILLIAMS, W.W.	07022025	051W32498	20246853	300.00	Pending approval	470
1274	KLEIBER, TAMMY	07022025	216050	20250889		Pending approval	412
	MCAULIFFE'S ACE	070225	29641 May 2025	20251022		Pending approval	418
	ASPHALT MATERIALS, I	070225	9013370754	20254169		Pending approval	422
	COTTRELL, CHRISTOPHE	070225	2/5-6/9/2025	20254193		Pending approval	426

Vendor	Name	CHECK RUN	Invoice	Invoice Amt			Dept
	AEP OHIO	070225	17446	20250301		Pending approval	410
	SILCO FIRE PROTECTIO	070225	6000424	20254173		Pending approval	420
	POSTMASTER	070225	First Class 2025	20254164		Pending approval	422
	CITY OF MARYSVILLE	07022025	216075	20250852		Pending approval	470
	RICHWOOD BANKING VIS	70225	216032	20250953		Pending approval	414
	CITY OF MARYSVILLE	07022025	216076	20250852		Pending approval	470
9627	GRIESHEIMER, JULLIAN	70225	216098	20254194	377.85	Pending approval	414
8151	K & M TIRE INC	070225	100148486	20254059	452.00	Pending approval	422
5178	OFFICE CITY EXPRESS	070225	094935	20247009		Pending approval	426
1851	ESRI	070225	900041110	20254009	460.00	Pending approval	472
	APCO INC	070225	4842	20253770		Pending approval	438
521	MASI	070225	5240236	20250493		Pending approval	422
2119	GORDON FLESCH COMPAN	070225	IN15201624	20251238	549.35	Pending approval	420
4346	RIFFLE, KAREN	070225	215915	20254118	558.68	Pending approval	436
1389	JOHNSON CONTROLS	07022025	53053334	20240695	570.16	Pending approval	470
1294	PAT'S PRINT SHOP	070225	216021	20247079	600.00	Pending approval	440
1932	TREASURER STATE OF O	070225	25L4436	20250217	600.00	Pending approval	438
4068	AGILE NETWORKS	070225	677622	20250308	600.00	Pending approval	404
38	CITY OF MARYSVILLE	07022025	216078	20250852	609.97	Pending approval	470
937	STATE CHEMICAL MANUF	070225	903828746	20250490	647.69	Pending approval	422
3629		070226	70160625	20254201	665.67	Pending approval	410
2234	WALMART	070225	3215 6/24/25	20254180		Pending approval	418
10309	AURNOU, ROBYN	70225	216100	20254195	727.83	Pending approval	414
4994	FRASER, DON W.	070225	215651	20254004	750.36	Pending approval	414
	TREASURER STATE OH	070225	25201885	20254072	769.36	Pending approval	404
38	CITY OF MARYSVILLE	07022025	216074	20250852	840.18	Pending approval	470
7313	AG-PRO OHIO, LLC	070225	June25	20250510	841.15	Pending approval	422
	AT&T MOBILITY	070225	287304695737X062525	20250326	860.05	Pending approval	438
2245	RICHWOOD BANKING VIS	07022025	29507891	20253660	933.57	Pending approval	470
1612	BOGGS, ALISON	07022025	216049	20250887	1,012.50	Pending approval	412
	LYON, DIANA	070225	23068623-1	20254198		Pending approval	412
38	CITY OF MARYSVILLE	07022025	216070	20250852	1,105.99	Pending approval	470
	MCAULIFFE'S ACE	070225	418061	20251022		Pending approval	418
10304	BARRETT, SCOTT NELSO	070225	215686	20254045	1,138.00	Pending approval	414
1389	JOHNSON CONTROLS	07022025	530533341	20250907	1,155.84	Pending approval	470
52	DAYTON POWER & LIGHT	070225	M Ops May/June25	20250480		Pending approval	422
	SPAIN, DARREN	070225	875	20253535		Pending approval	472
2724	HAP HOMES LLC	070225	rent 6.2025 BB	20254176		Pending approval	420
	CHARM-TEX, INC.	070225	406981, 406718, 858	20251024		Pending approval	418
	SUPERIOR BUILDING SE	07022025	8069	20250927		Pending approval	470
4731	SMARTSHEET, INC.	070225	INV2411775	20254014	1,584.00	Pending approval	472
6813	BLUE, ESQ., ROBERT M.	70225	216127	20250954	1,600.00	Pending approval	414
	KROGER	070225	54813 6/24/25	20251026	1,676.47	Pending approval	418
	SOUTHERN COMPUTER WA	070225	INV00843269	20254007		Pending approval	404
6170	MONTGOMERY COUNTY CO	07022025	FTI000030195	20247827	1,850.00	Pending approval	416
	BOB CHAPMAN FORD INC	070225	609359/1	20254177	1,861.35	Pending approval	420
	RICHWOOD BANKING VIS	70225	216033	20250951		Pending approval	414
	DAYTON POWER & LIGHT	07022025	216093	20250855		Pending approval	470
	CUSTOM CABLING SERVI	070225	2506020	20253711		Pending approval	426
	FORENSIC FLUIDS LABO	070225	78227	20254184		Pending approval	420
	JOHNSON, MATTHEW	070225	5.2025 FC	20254182		Pending approval	420
	RICHWOOD BANKING VIS	070225	xx 0862 GF travel	20247008		Pending approval	426
557	SHELLY MATERIALS INC	070225	2781214	20254146	2,931.46	Pending approval	422

8	8661	NECCO, LLC	070225	5.1-5.31.2025	20254183	3,100.00 Pending approval	420
1	2693	AIR FORCE ONE INC.	070225	559561	20254159	3,446.00 Pending approval	418
9	9240	SUPERIOR BUILDING SE	07022025	8071	20250927	3,525.33 Pending approval	470
10	0246	HAMMONTREE & ASSOC.	070225	202501237	20254111	3,608.00 Pending approval	422
5	9240	SUPERIOR BUILDING SE	07022025	8070	20250927	3,766.67 Pending approval	470
	18	VANCE'S SHOOTERS SUP	070225	1245510-IN	20251593	4,054.04 Pending approval	438
	52	DAYTON POWER & LIGHT	070225	200001628608 6/19/25	20250806	4,096.97 Pending approval	418
10	0090	SHEPPARD MULLIN RICH	07022025	260034212	20251094	4,182.00 Pending approval	412
	38	CITY OF MARYSVILLE	070225	250501	20250492	4,200.00 Pending approval	422
1	1595	STENOGRAPH LLC	70225	216025	20253882	5,854.00 Pending approval	414
	545	GUSTER-LOSEY	070225	200680 6/11/25	20254158	6,596.00 Pending approval	418
1	1511	RICHWOOD INDEPENDENT	07022025	216102	20250864	8,000.00 Pending approval	412
e	5562	UNION COUNTY FAIRBOA	07022025	216099	20250858	8,000.00 Pending approval	412
1	1852	TRANE	07022025	315262658	20253222	9,361.12 Pending approval	470
e	6574	ENGELS MAPS AND	070225	EQ-0-5563	20253987	11,621.75 Pending approval	422
S	9506	RESOURCE INTERNATION	070225	55672	20252640	11,850.51 Pending approval	422
9	9074	WOOD GODWIN, PENNY S	070225	5.1-5.31.2025 transp	20254185	12,800.00 Pending approval	420
	119	MARYSVILLE JOURNAL	070225	41316	20254142	13,787.82 Pending approval	422
10	305	DONALD R FREY & COMP	070225	18744	20254190	13,828.40 Pending approval	422
9	9506	RESOURCE INTERNATION	070225	55380	20252640	23,086.26 Pending approval	422
2	2189	JEFFERSON AUDIO VIDE	070225	530694	20254006	23,716.93 Pending approval	414
10	0107	CITY CONSTRUCTION CO	07022025	11437	20247069	49,642.28 Pending approval	412

7-2.25 Administrator

C. Da

ADMINISTRATOR ACTION NO. 25-081A:

Transfer of Appropriations and/or Funds

County Administrator William Narducci approved 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	AMOUNT
872	1	06/25/2025	transfer	06/25/2025	Pending approval	Kathy Br	04720680	540100			06/25/2025	D	5,000
872	2	06/25/2025	transfer	06/25/2025	Pending approval	Kathy Br	04720600	520100			06/25/2025	1	5,000
		ADD'L DESC: I	ncrease appropriat	ions to align with	n expenditures - EM.	A							

At the 7-2-25 7/2/2025 Administrator

TRANSFER FORM

Let us <u>know</u> Wednesday (Due to Auditor by noon Thursday)

Depart	tment: <u>Huma</u>	an Services	Date: 6/24/2025						
	RES	OLUTION RE:	TRAN	SFER OF FUNDS					
A motio	n was made by			and seconded by					
	ove the following transfer (s):								
From:	Public Assistance Fund Name	35001508 Org Number	-	Contract Services Object Name	Ехр	530100 Object Number	Project Number		
To:	General	04040700	[Vendor ₽	IT Charges for Service	Rev	420107			
	Fund Name	Org Number	-	Object Name		Object Number	Project Number		
		Amount: \$	2	\$ 1,348.45	_				
From:	CSEA	36342008		Contract Services	Ехр	530100			
	Fund Name	Org Number		Object Name		Object Number	Project Number		
To:	General	04040700	(Vendor #	IT Charges for Service	Rev	420107			
10.	Fund Name	Org Number		Object Name		Object Number	Project Number		
		Amount: \$		59.6					
From:									
1.1.5.1.1.1	Fund Name	Org Number		Object Name		Object Number	Project Number		
To:	General	04040700	(Vendo: #	IT Charges for Service	Rev	420107			
	Fund Name	Org Number		Object Name		Object Number	Project Number		
		Amount: \$		0	đ				
From:									
	Fund Name	Org Number		Object Name		Object Number	Project Number		
To:	General	04040700	(Vendor #	IT Charges for Service	Rev	420107			
	Fund Name	Org Number		Object Name		Object Number	Project Number		
		Amount: \$	2	0	a:				
Reason	for Request:								
Invoice		ion Use Charges							
	5, 2023 - Julie 15, 2025 00005	ngii ose enaigee							
				Total transfer:		\$ 1,408.05			
				Approved by Adminis	strator	WAN			
Roll cal	I vote resulted as follows:				obinson				
	Auditor			Thomas A. N Dave L	awrence				
CC	Auditor								
				100	C.J.: Date:	- 1			
REQUE	STER ACKNOWLEDGEMENT tions are available, and free of prior	: I have reviewed to	he above-	referenced accounts and pave	verified th	" thites	1		
appropria	itions are available, and tree of prior	encomprances (includ	ung biank	er percinase crueraj.	and	to .	66		
				Auditor's Office Ap	proval	NC U	2/30/25		
				A STATE OF A		1	1		

ADMINISTRATOR ACTION NO. 25-082A:

Approval of Capital Equipment Requests - Recorder

County Administrator William Narducci approved the following Capital Equipment Requisition:

Requisition Ent	ry Date	Description	Amount	Status	Vendor Name		Department
25004343	06/24/2025	Equipment - Copier	\$4,937.63	Released	PERRY PROTECH INC	436	RECORDER
Adr	D Ho ninistrator	Additional Description: Bizhub (Copier - Recor <u>- フ- フ - ラ - ラ - ラ</u> 7/2/2025		C.J. 2025 25-0824 Date 1/2/2025		

* * *

* County Administrator William Narducci provided the following updates:

- Final plans for the Japan trip are continuing. Representatives from Marysville have been going every other year since 2013. This year will be his second time going. This year the World Fair is taking place in Osaka, Japan, and they will be attending. The group will be taking gifts that represent Marysville and Union County.
- He will be attending a meeting later today with Commissioner McCarthy and MORPC about the 161 corridor.

* * *

*Assistant County Prosecutor Thayne Gray provided the following updates:

• He is busy at this time of year.

* * *

*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 Record's Commission meeting last Wednesday.

* * *

Commissioner Tom McCarthy provided the following updates:

- He attended the Chamber Business Impact Breakfast in Richwood last week.
- He briefly attended the YMCA meeting on Monday.

Commissioner Steve Robinson provided the following updates:

• He virtually attended the CEBCO board meeting last Friday.

* * *

Commissioner McCarthy asked Mr. Gray if he had any new information for requiring a performance bond for companies installing utilities in the right-of-way.

Mr. Gray stated there is no clear statement on who can create legislation requiring this, and Commissioner Robinson suggested the Board pass a resolution.

* * *

Ginger Yonak, Human Resources Director, and Cindi Herring, CEBCO, arrived at this time.

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CEBCO 1st Quarter Update, Cindi Herring:

• The following handout accompanied Ms. Herring's update:



Union County - Claims Review, April 2024 – March 2025

AON Loss Ratio Report

- Union County had an Overall Loss Ratio of 105.6%
- There were 2 claimants that exceeded the \$125,000 pooling point, which means \$289,561 will be removed from the county's experience, which will lower the Net Loss Ratio to 100.6%.

Anthem Reports- Medical/Rx

- Financial and Utilization Dashboard-
 - Medical claims were \$4,408,538, a 2.5% increase from the previous period
 - Rx claims were \$1,779192, a 21.6% increase from the previous period
 - o Overall period increase of 7.3%.
- Utilization by Setting-
 - Inpatient: 2% cost decrease from prior period
 - Outpatient: 1.6% cost decrease from prior period
 - Professional: 13% cost increase from prior period
- Emergency Room, Avoidable ER: 79 potentially avoidable ER visits with a potential savings of \$181,796.
- Anthem Prescription Day Supply: 87.9% of prescriptions filled were generics with a paid amount of \$121,366.
- Of the total Rx Spend, Single Source Brand (Name Brand) accounted for 93% of the paid amount, \$1,657,825.
- Top 3 Drug categories are:
 - Antineoplastics/Adjunctive Therapies
 - o Dermatologicals
 - o Analgesics/Anti-Inflammatory

*A full copy of this handout on file at the Commissioners Office.

Ms. Yonak asked when information for renewal will be available.

Ms. Herring stated pre-renewal will be happening soon. The current trend is about a 10% increase for everyone. The last Friday in August the renewals will be set.

* * *

*Commissioner Steve Robinson adjourned the meeting at 9:26 a.m.

The preceding Minutes were read and approved July 16, 2025.

Digitally signed by Steve Robinson DN: cn=Steve Robinson, o=Commissioners, ou=Commissioner, email=mlehman@unioncountyohio.gov, c=US Date: 2025.07.16 10:43:42 -04'00' Adobe Acrobat version: 2020.005.30774 Stre D Rolu

Steve Robinson Commissioner

Digitally signed by David A. Lawrence DN: cn=David A. Lawrence, o=Commissioners, ou=Commissioner, email=midema@uioncountyohio.gov, c=US Date: 2025.07.16 10:44:10-04'00' Adobe Acrobat version: 2020.005.30774 Daw Q. Ja

David A. Lawrence Commissioner

Jan raclardy Date: 2025.07.16

Digitally signed by Tom McCarthy 10:44:36 -04'00'

Tom McCarthy Commissioner

Digitally signed by Mallory Lehman DN: cn=Mallory Lehman, 0-Commissioners, u=Assistant Clerk to the Board, u=Mallenman@unioncountyohio.gov, c=US Date: 2025.07.16 10:45:03-04000 Adobe Acrobat version: 2020.005.30774

Mallory Lehman, Clerk to the Board