

**UNION COUNTY COMMISSIONERS JOURNAL 2025**  
**May 28, 2025**

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The Union County Commissioners met in regular session this 28<sup>th</sup> day of May 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

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\*Commissioner Robinson called the meeting to order at 8:30 a.m.

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\*Thayne Gray, Assistant Prosecuting Attorney; Mike Williamson, Marysville Journal Tribune; and Joe Case, Marysville Matters were in attendance.

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**RESOLUTION NO. 25-231:**

**Approve the Minutes from the May 14, 2025, Meeting – Commissioners**

The Board of County Commissioners approved the minutes from the May 14, 2025, meeting.

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  
Tom McCarthy, Yea

\* \* \*

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**RESOLUTION NO. 25-232:****Approve the 2024 Local Agricultural Easement Purchase Program (LAEPP) Cooperative Agreement Between the Ohio Department of Agriculture and Union County Board of Commissioners - Commissioners**

The Board of County Commissioners hereby approves the 2024 Local Agricultural Easement Purchase Program (LAEPP) Cooperative Agreement Between the Ohio Department of Agriculture and Union County Board of Commissioners.

**2024 LOCAL AGRICULTURAL EASEMENT PURCHASE PROGRAM (LAEPP)**  
**COOPERATIVE AGREEMENT BETWEEN**  
**THE OHIO DEPARTMENT OF AGRICULTURE**  
**AND**  
**UNION COUNTY BOARD OF COMMISSIONERS**

This Cooperative Agreement (hereinafter "Agreement"), effective as of this 28 day of May 2025 by and between the **State of Ohio, Department of Agriculture**, located at 8995 East Main Street, Reynoldsburg, Ohio 43068, ("**ODA**") and **Union County Board of Commissioners** located at 233 West 6<sup>th</sup> Street, Marysville, Ohio 43040 ("**Local Sponsor**") (hereinafter collectively "**Parties**"), for the implementation of Local Agricultural Easement Purchase Program ("LAEPP") as authorized under Ohio Revised Code ("ORC") § 901.21, et. seq.

**RECITALS**

ORC § 901.21 authorizes the Director of Agriculture to utilize funding received from the Clean Ohio fund to purchase agricultural easements, in conjunction with eligible governmental and non-profit entities, for the purpose of protecting the agricultural uses of eligible land by limiting the non-agricultural uses of the land. To be eligible, the farm land must meet the criteria and further the purposes as provided in ORC § 901.22 and Ohio Administrative Code ("OAC") § 901-2-01, et seq.

**WHEREAS**, as the context may require, the singular may be read as the plural and the plural as the singular;

**WHEREAS**, the Local Sponsor and ODA have mutual interests in maintaining land in agricultural production and preventing the conversion of agricultural lands to non-agricultural uses;

**WHEREAS**, ODA administers the LAEPP through its Office of Farmland Preservation;

**WHEREAS**, Local Sponsor administers a farmland protection program, is a certified local sponsor as defined in OAC § 901-2-07 for LAEPP, and has opportunities to acquire agricultural easements from landowners within the County of Union in the State of Ohio; and

**WHEREAS**, ODA and Local Sponsor have agreed to combine their resources to assure that such areas are protected from conversion to nonagricultural uses.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties intending to be legally bound hereby, covenant and agree as follows:

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AGREEMENTARTICLE I: BENEFITS

The funding allocated to the Local Sponsor by ODA in this Agreement will be used for the protection of Ohio farm lands against conversion to non-agricultural use.

ARTICLE II: SCOPE OF WORK

- 2.1 The Local Sponsor shall be responsible for the duties and obligations set forth in "Exhibit A – Scope of Work," attached hereto and incorporated herein by reference, in connection to the use of ODA funds as identified in Article IV of this Agreement. These funds are for the acquisition of agricultural easements on real estate ("Property") described in the attached "Exhibit B – Property/Funds," attached hereto and incorporated herein by reference.
- 2.2 Exhibit B shall be amended from time to time as Properties are selected in accordance with Exhibit A. For the purposes of this Agreement, "agricultural easement" shall be defined as provided in ORC § 901.21, et seq. Local Sponsor hereby represents and warrants that it will comply with all applicable federal and state laws, specifically including but not limited to OAC § 901-2-01, et seq. in performing its described obligations herein.
- 2.3 Local Sponsor warrants that it has the necessary background, education, training, and skills to provide ODA with the essential services required to carry out the Scope of Work included as Exhibit A herein. Local Sponsor further warrants that he/she will provide satisfactory efforts in the performance of the same. Satisfactory performance of work pursuant to these standards shall be determined in ODA's sole discretion. There will be no breach of this covenant if Local Sponsor is prevented from maintaining this standard by causes wholly beyond its control and without any default on its part.
- 2.4 All deeds will be drafted by ODA. Local Sponsor shall ensure that no changes are made to the deed at closing without the express knowledge and the prior written permission of ODA.
- 2.5 The agricultural easement closing ("Closing") in connection with each Property shall occur on a time and date mutually agreed to by the parties, but in no event later than June 30, 2026. Local Sponsor may receive an extension to this deadline with the prior written approval of ODA.
- 2.6 ODA may, from time to time as it deems appropriate and necessary, communicate specific instructions and requests to the Local Sponsor concerning the performance of the work

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described in this Agreement; including but not limited to, the performance of Closing Instructions. An example of which is provided in "Exhibit C – ODA Closing Instructions," which is attached hereto and incorporated herein by reference. Upon such notice and within a reasonable time, the Local Sponsor shall comply with such instructions and fulfill such requests to the satisfaction of ODA. It is expressly understood by the parties that the instructions and requests are for the sole purpose of performing the specific tasks requested and to ensure satisfactory completion of the work described in this Agreement.

- 2.7 The Local Sponsor shall retain responsibility for the management of the work, including the exclusive right to control or direct the manner or means by which the work described herein is performed. ODA retains the right to ensure that the work of the Local Sponsor is in conformity with the terms and conditions of the Agreement. Local Sponsor is to accept direction only from ODA in the performance of work contained in this Agreement and set forth in Exhibit A, Exhibit C, or other specialized instructions provided during the course of this agreement, unless explicitly stated otherwise in writing by ODA.
- 2.8 Nothing in this Agreement obligates ODA to complete the acquisition of an agricultural easement. There may be problems or issues which in the sole opinion of ODA require modifications, additions, or deletions to Exhibit B depending on the ability to obtain good and clear title and local input regarding the implementation of an agricultural easement. Additions to Exhibit B must have the written pre-approval from ODA. The additions and deletions must be made by a formal written amendment to this Agreement and must contain the same deadlines for closing for the acquisition of the agricultural easements and the request for payment.

**ARTICLE III: TIME OF PERFORMANCE**

- 3.1 The services as stated in Exhibit A shall be concluded by the Local Sponsor on or before June 30, 2026. Prior to the expiration of this Agreement, the parties may mutually agree to renew this Agreement as indicated in Paragraph 3.3 below.
- 3.2 This Agreement shall remain in effect until the work described in Exhibit A is completed to the satisfaction of ODA or until terminated as provided in Article VIII, Termination of Local Sponsor's Services, whichever is sooner. However, in no event will this Agreement continue beyond June 30, 2026, unless renewed as provided for herein.
- 3.3 As the current General Assembly cannot commit a future General Assembly to expenditure, this Agreement shall expire no later than June 30, 2026. This contract may be renewed, at ODA's option, for a period of one (1) year upon the same terms contained herein.



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- 3.4 It is expressly agreed by the parties that none of the rights, duties, and obligations herein shall be binding on either party if award of this Agreement would be contrary to the terms of ORC § 127.16.

**ARTICLE IV: ODA'S OBLIGATION TO FUND**

- 4.1 Subject to the terms and conditions herein and upon execution of this Agreement, ODA hereby grants to the Local Sponsor funds in the aggregate amount of **\$90,740.00 (Ninety Thousand Seven Hundred Forty and 00/100 Dollars)** for the acquisition by Local Sponsor of agricultural easements for the properties approved by the Director of ODA and identified on the attached Exhibit B – Property/Funds.

Notwithstanding anything to the contrary herein, it is expressly understood that funding for the grants awarded by the ODA under this Agreement are contingent upon the availability and receipt of all necessary appropriations. If the Ohio General Assembly or any third-party (e.g., USDA/NRCS) providing funding fails at any time to continue funding for the grants or any other obligation made by the ODA hereunder, the ODA will be released from its obligation on the date the funding expires. If appropriations are approved, the ODA may continue this Agreement beyond the date set forth in Article III as provided by paragraph 3.1. Any obligations of the ODA under this Agreement are subject to Sections 126.07 and 126.14 of the Ohio Revised Code. Further, funding for the grants awarded herein is contingent on the Local Sponsor's performance of all its obligations under this Agreement.

- 4.2 ODA's contribution for the acquisition of each agricultural easement to be acquired by the Local Sponsor shall be up to but not more than seventy-five percent (75%) of the appraised value, as determined by ORC § 901.22 and OAC § 901-2-09, of the subject agricultural easement as provided in the Landowner Program Application.
- 4.3 If agricultural easements for all properties listed on Exhibit B are not closed, or payment for the agricultural easement is not requested by the mutually agreed closing date as provided in Exhibit A and previously stated herein, any remaining funds may be released from this obligation unless a written request to extend the closing or payment date is sent to ODA 30 days or less before such date, and approved in writing by ODA.

**ARTICLE V: LOCAL SPONSOR CONTRIBUTION AND RESPONSIBILITIES**

- 5.1 Local Sponsor must disburse one hundred percent (100%) of the payment, minus any cost or expense permitted by OAC § 901-2 *et seq*, representing the agricultural easement

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purchase price, to the landowner at the time of Closing, as that term is hereinafter defined. Local Sponsor shall pay all costs of the agricultural easement procurement and will operate and manage each agricultural easement in accordance with the Local Sponsor's program, this Agreement, and any relevant federal or state laws, regulations, or codes.

- 5.2 Local Sponsor shall not use ODA funds to acquire an agricultural easement on a property in which an employee or board member of the Local Sponsor, with decision-making involvement in matters related to easement acquisition and management, or their immediate family or household member, has a property interest. Local Sponsor agrees to generally conduct itself in a manner so as to protect the integrity of agricultural easements which it holds, avoid the appearance of impropriety or actual conflicts of interests in its acquisition and management of agricultural easements, and in compliance with Article XVII: Ethics and Article XI: Conflicts of Interest, herein contained.
- 5.3 Local Sponsor agrees that it will not at any time, when the Local Sponsor is named as a Grantee in the agricultural easement, seek to acquire the remaining fee interest in the Property or otherwise enter into a partnership or joint venture wherein a partner has a fee interest in the Property.
- 5.4 When an agricultural easement violation is observed by Local Sponsor or reported to Local Sponsor by ODA, then Local Sponsor shall, after appropriate administrative and appeal rights, enforce the terms and conditions of the agricultural easement. Enforcement shall be pursuant to all available enforcement procedures; including legal and equitable remedies. In the event Local Sponsor should decide to utilize any legal or equitable remedy that involves the filing of a lawsuit, such use shall be subject to the mutual consent of the Parties prior to filing. The Local Sponsor agrees to completely and fully support ODA and work with ODA in the enforcement of this Agreement, the agricultural easement, and any agreement with a Landowner arising out of this Agreement. Failure to do so shall be a breach by the Local Sponsor of this Agreement.
- 5.5 Local Sponsor agrees to include ODA in any public news releases, events, brochures, fact sheets, or any other information distributed to the media ("Media Release") related to the acquisition of an agricultural easement on the Property listed in Exhibit B and acquired with ODA funds under this Agreement. Local Sponsor agrees to provide any Media Release to ODA for review and comment at least three (3) business days prior to its publication.
- 5.6 Local Sponsor agrees to comply with ODA guidelines and requirements regarding the disclosure of any confidential and/or potentially sensitive information about governmental

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and landowner issues, and such information shall not be disclosed without the prior written consent of ODA.

- 5.7 If Local Sponsor enters into a Cooperative Agreement with the United States Department of Agriculture – Natural Resources Conservation Service (“USDA-NRCS”) to receive matching funds under its Agricultural Conservation Easement Program – Agricultural Land Easement (“ACEP-ALE”) program, Local Sponsor is responsible for completion of all requested documents and services outlined in Cooperative Agreement with NRCS.
- 5.8 Any ODA funds received by Local Sponsor under this Agreement may not be utilized for reimbursement by Local Sponsor under any federal or state program, including ACEP-ALE.

**ARTICLE VI: PAYMENT AND CERTIFICATION OF FUNDS**

- 6.1 The Local Sponsor shall notify ODA when the funds for the agricultural easement are to be requested for payment.
- 6.2 Funds shall be paid to Local Sponsor via an escrow agreement as provided in “Exhibit H – Escrow Agreement,” or substantially similar to the same, and approved by ODA with the title company as arranged by Local Sponsor. Local Sponsor shall, upon receipt of the funds from ODA, deposit and endorse over the funds to the title agent pursuant to the escrow agreement. Such escrow agreement shall specifically provide that:
- a. ODA is a third-party beneficiary of the escrow agreement;
  - b. Funds shall be returned to ODA if not disbursed to Landowner within 90 calendar days of the deposit of funds to the title agent unless otherwise agreed in writing by ODA; and
  - c. Any other requirements as specified by ODA.
- 6.3 Local Sponsor shall provide ODA notice of the scheduled Closing not less than 90 calendar days prior to said Closing to ensure timely delivery of the funds.
- 6.4 In the event that funds are requested and placed with the title company in escrow, and that said funds are not disbursed at Closing within 90 calendar days of such deposit, the use of said funds shall be de-obligated and returned to ODA by the title agent unless the title agent has received an amendment to the escrow agreement which consents to holding the funds longer than 90 days.

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- 6.5 In the event that any funds sent to the Local Sponsor are not endorsed or otherwise provided to the title agent pursuant to the requirements of this paragraph within 5 days of receipt, such check shall be returned to ODA unless written permission is provided by ODA to continue to hold the check.
- 6.6 Any periods of time longer than 90 calendar days to hold the funds shall require prior written amendment of this Agreement by the parties.
- 6.7 It is understood that ODA's funds are contingent on the availability of lawful appropriations by the Ohio General Assembly. If the Ohio General Assembly fails at any time to continue funding for the payments due hereunder, this Agreement is terminated as of the date that the funding expires without further obligation to ODA.
- 6.8 ORC 126.30 is applicable to this Agreement and requires payment of interest on overdue payments. The interest charge shall be at the rate per calendar month which equals one-twelfth of the rate per annum prescribed by ORC 5703.47.
- 6.9 This Agreement is subject to ORC 126.07, which provides, in part, that orders under this Agreement shall not be valid and enforceable unless the Director of the Office of Budget Management first certifies that there is a balance in the appropriations not already obligated to pay existing obligations.
- 6.10 Under ORC 5739.02(B)(1) the State of Ohio is exempt from all state and local taxes. Neither the State of Ohio nor ODA agree to pay any taxes.

**ARTICLE VII: AGRICULTURAL EASEMENT REQUIREMENTS**

- 7.1 The Local Sponsor shall ensure that agricultural easements acquired under this Agreement meet the following requirements:
- a. Run with the land in perpetuity;
  - b. Protect agricultural use and related conservation values by limiting nonagricultural uses of the land and specify prohibited uses along with permitted uses;
  - c. Provide for the administration, management, and enforcement of the agricultural easement by the Local Sponsor or its successors;

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- d. Provide that if this Easement is extinguished, terminated, or condemned, in whole or in part, Landowner shall reimburse ODA for the amount equal to the proportionate share of the fair market value of the Protected Property unencumbered by this Easement as required by ORC § 901.22(A)(2)(b), and which is further specified in the terms of that certain Deed of Agricultural easement; and
  - e. All other provisions as required by ODA.
- 7.2 The form of any deed of agricultural easement used under this Agreement shall be drafted, approved, and provided by ODA. Any revisions or modifications thereto must be approved by ODA in writing prior to the Closing.

**ARTICLE VIII: TERMINATION OF LOCAL SPONSOR'S SERVICES**

- 8.1 ODA and Local Sponsor may mutually agree, at any time prior to the completion of services by the Local Sponsor under this Agreement, suspend or terminate this Agreement with or without cause by giving written notice to the other Party.
- 8.2 ODA shall be entitled, by written or oral notice, to cancel this Agreement in its entirety or in part, for breach of any of the terms, and to have all other rights against Local Sponsor by reason of the Local Sponsor's breach as provided by law. A breach shall mean, but shall not be restricted to, any one or more of the following events:
- a. Local Sponsor fails to perform the services by the date required or by such later date as may be agreed to in a written amendment to the Agreement, signed by ODA;
  - b. Local Sponsor breaches any warranty or fails to perform or comply with any term of this Agreement;
  - c. Local Sponsor makes any general assignment for the benefits of any creditors not previously authorized;
  - d. In ODA's sole opinion, Local Sponsor becomes insolvent or in an unsound financial condition so as to endanger performance hereunder;
  - e. Local Sponsor becomes the subject of any proceeding under any law relating to bankruptcy, insolvency, or reorganization or relief from debtors; or
  - f. Any receiver, trustee or similar official is appointed for Local Sponsor or any of Local Sponsor's property.

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- 8.3 Upon notice of suspension or termination, Local Sponsor shall cease all work on the suspended or terminated activities under this Agreement, suspend or terminate all subcontracts relating to the suspended or terminated activities, and take all necessary steps to limit disbursements and minimize costs. If requested by ODA, Local Sponsor will furnish a report, as of the date of receipt of notice of suspension or termination, describing the status of all work under this Agreement. Including, without limitation, results, conclusions resulting therefrom, and any other matters ODA requires.
- 8.4 If the Local Sponsor materially fails to comply with the terms of this Agreement, ODA reserves the right to wholly or partially recapture funds provided hereunder in accordance with applicable regulations.
- 8.5 ODA cannot make commitments in excess of funds authorized by law or made administratively available. If ODA cannot fulfill its obligations under this Agreement because of insufficient funds, this Agreement will automatically terminate with no further obligation by ODA. The Local Sponsor understands and agrees that no action arising out of or related to this Agreement may be brought by the Local Sponsor more than one (1) year after the cause of action accrued, regardless of the form of action.
- 8.6 In the event this Agreement is terminated prior to its completion, Local Sponsor shall deliver to ODA all work products and documents which have been prepared by Local Sponsor in the course of providing services under this Agreement. All such materials shall become and remain the property of ODA, to be used in such manner and for such purpose as ODA may choose.
- 8.7 Local Sponsor agrees to waive any right to, and shall make no claim for, additional compensation against ODA by reason of such suspension or termination.

**ARTICLE IX: RELATIONSHIP OF PARTIES**

- 9.1 ODA and Local Sponsor agree that Local Sponsor shall be engaged by ODA solely on an independent contractor basis and Local Sponsor shall therefore be responsible for all of its own business expenses. Including, but not limited to, computers, phone service and office space. Local Sponsor will also be responsible for all licenses, permits, employees' wages and salaries, insurance of every type and description, and all business and personal taxes, including income and Social Security taxes and contributions for Workers' Compensation and Unemployment Compensation coverage, if any.
- 9.2 While Local Sponsor shall be required to render services described hereunder for ODA during the term of this Agreement, nothing herein shall be construed to imply, by reason

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of Local Sponsor's engagement hereunder as an independent contractor, that ODA shall have or may exercise any right of control over Local Sponsor with regard to the manner or method of Local Sponsor's performance of services hereunder.

- 9.3 Except as expressly provided herein, neither party shall have the right to bind or obligate the other party in any manner without the other party's prior written consent.
- 9.4 It is fully understood and agreed that the Local Sponsor is an independent contractor and is not an agent, servant or employee of ODA or the State of Ohio.

**ARTICLE X: RELATED AGREEMENTS**

- 10.1 The work contemplated in this Agreement is to be performed by Local Sponsor, who may subcontract without ODA's approval for the purchase of articles, supplies, components, or special mechanical services that do not involve the type of work or services described in Exhibit A, but which are required for its satisfactory completion. Local Sponsor shall not enter into other subcontracts related to the work described in this Agreement without prior written approval by ODA. All work subcontracted shall be at Local Sponsor's expense.
- 10.2 Local Sponsor shall bind its subcontractors to the terms of this Agreement, so far as applicable to the work of the subcontractor, and shall not agree to any provision which seeks to bind ODA to terms inconsistent with, or at variance from, this Agreement.
- 10.3 Local Sponsor shall furnish to ODA a list of all subcontractors, their addresses, tax identification numbers, and the dollar amount of each subcontract.

**ARTICLE XI: CONFLICTS OF INTEREST**

- 11.1 Subject to the terms of paragraph 11.3 below, Local Sponsor shall not acquire, prior to the completion of the terms contained herein, any personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of its functions and responsibilities with respect to the terms contained herein.
- 11.2 Subject to the terms of paragraph 11.3 below, should Local Sponsor acquire an incompatible or conflicting personal interest, on or after the effective date of this Agreement, or involuntarily acquires any such incompatible or conflicting personal interest, Local Sponsor shall immediately disclose Local Sponsor's interest to ODA in writing. Thereafter, Local Sponsor shall not participate in any action affecting the terms of this Agreement, unless ODA determines that, in light of the personal interest disclosed,

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Local Sponsor's participation in any such action would not be contrary to the public interest, the statement of work, or the statutory and regulatory authority of ODA.

- 11.3 As an agency of the State of Ohio, ODA may not contract for services currently being performed for another state agency, so that the State actually pays more than once for the same services. Nor may ODA contract for services with another agency where the other agency's contracts could interfere with or conflict with the terms set forth in this Agreement or the regulatory authority and power of ODA. Therefore, Local Sponsor asserts that it has not entered into other agreements with another state or public agency for similar work as set forth herein that would negatively impact or interfere with the terms set forth herein or the regulatory power and authority of ODA. Nor shall Local Sponsor enter into similar agreements, without informing ODA in writing of the other agreements.
- 11.4 Charitable organizations shall continue to meet the requirements specified in OAC § 901-2-04 and § 901-2-07.

**ARTICLE XII: RIGHTS IN DATA AND COPYRIGHTS/PUBLIC USE**

The work product and its component parts provided by Local Sponsor under this Agreement are considered "work for hire" and shall become the property of the State of Ohio and neither Local Sponsor, nor employees or anyone with whom it subcontracts shall claim or assert any right, title, or other interest in, the work product or any of its component parts. The State, and any person, agency, or instrumentality providing financial assistance for the work performed under this Agreement shall have an unrestricted right to reproduce, distribute, modify, maintain, and use the work product, and Local Sponsor shall not obtain copyright, trademark, service mark, or other proprietary protection for the work product. Local Sponsor shall not include in any work product any matter for which there is proprietary protection, unless the owner and any person, agency, or instrumentality providing financial assistance to the work hereunder gives prior written approval to use such protected matter. If any of the work products is subcontracted, the Local Sponsor shall bind the subcontractor to the terms of this Article.

**ARTICLE XIII: RECORD KEEPING**

- 13.1 Any payment required under this Agreement shall be for obligations incurred in performance of this Agreement and shall be supported by contracts, invoices, vouchers, and other data, as appropriate, evidencing the costs incurred.
- 13.2 All records shall be kept in a manner consistent with generally accepted accounting procedures. The documentation in support of each action in the accounting records shall



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be filed in such a manner that it can be readily located. Records shall be maintained for three years after the completion of the Agreement.

- 13.3 Upon ODA's request, Local Sponsor shall provide reasonable access and a right to examine, during normal business hours, any and all books, documents, and records necessary to ensure or review compliance of this Agreement to ODA.

**ARTICLE XIV: CONFIDENTIALITY**

- 14.1 Local Sponsor shall not discuss or disclose any information or material obtained pursuant to its obligations under this Agreement without the prior written consent of ODA.
- 14.2 All provisions of this Agreement relating to "confidentiality" shall remain binding upon Local Sponsor in the event of cancellation.

**ARTICLE XV: NONDISCRIMINATION OF EMPLOYMENT**

Local Sponsor agrees to comply with all applicable federal, state, and local laws in the conduct of the terms herein, including but not limited to ORC 125.111. In the event that any provision of this Agreement conflicts with any law, rule, or regulation, said law, rule or regulation shall prevail.

**ARTICLE XVI: ASSIGNMENT**

- 16.1 Neither this Agreement nor any rights, duties, or obligations hereunder may be assigned or transferred in whole or in part by the Local Sponsor, without the prior written consent of ODA.
- 16.2 This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties.

**ARTICLE XVII: OHIO ETHICS LAW REQUIREMENTS**

- 17.1 Local Sponsor certifies that he/she has not given nor promised to give anything of value to any public official or employee of ODA or any other board, commission, or agency of the State of Ohio. Local Sponsor also certifies that he/she is in compliance with and will remain in compliance with all of the provisions of Ohio Ethics Law as provided by ORC 102.03 and 102.04.

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- 17.2 Local Sponsor affirms that, as applicable to Local Sponsor, no party listed in ORC 3517.13(I) and (J) or spouse of such party has made, as an individual, one or more contributions totaling in excess of \$1,000.00 to the Governor or to his campaign committees within the two previous calendar years.
- 17.3 Local Sponsor certifies that it does not have on its staff, payroll, or otherwise employed for monetary compensation or not, any employee who, within the past twelve months, was a public official or ODA employee or any other board, commission or agency of the State of Ohio who had the ability to make decisions regarding approval, disapproval, recommendation, rendering advice, investigation or otherwise exercised substantial administrative control over matters concerning Local Sponsor at the time of his/her state employment.

**ARTICLE XVIII: LIABILITY**

- 18.1 Local Sponsor agrees to indemnify and to hold ODA and the State of Ohio harmless and immune from any and all claims for injury or damages arising from this Agreement which are attributable to Local Sponsor's own actions or omissions or those of its trustees, officers, employees, subcontractors, suppliers, third parties utilized by Local Sponsor, or joint venturers while acting under this Agreement. Such claims shall include any claims made under the Fair Labor Standards Act or under any other federal or state law involving wages, overtime, or employment matters and any claims involving patents, copyrights, and trademarks.
- 18.2 Each party to this Agreement shall be responsible for any breach of this Agreement, or negligent acts or omissions arising out of or in connection with this Agreement, or any other agreement entered into as a result of this Agreement, as determined by a court of competent jurisdiction, or as the parties may otherwise mutually agree. Nothing in this Agreement shall impute or transfer any such responsibility from one party to the other party.
- 18.3 Each party is responsible for paying its own costs and attorney's fees that arise from defending any claims brought under the terms of this Agreement.
- 18.4 In no event shall either party be liable to the other party for indirect, consequential, incidental, special, or punitive damages, or lost profits.
- 18.5 If Local Sponsor enters into a Cooperative Agreement with the United States Department of Agriculture – Natural Resources Conservation Service ("USDA-NRCS") to receive matching funds under its Agricultural Conservation Easement Program – Agricultural

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Land Easement ("ACEP-ALE") program, and to which ODA shall be obligated to act as party to or secondary beneficiary to that certain Cooperative Agreement and associated rights and responsibilities, Local Sponsor shall be responsible for any and all obligations which arise under or which are related to that Cooperative Agreement.

**ARTICLE XIX: CONDITIONS AND WARRANTIES**

- 19.1 Local Sponsor warrants that it is not listed with the Secretary of State for unfair labor practices, pursuant to ORC 121.23.
- 19.2 Local Sponsor affirmatively represents and warrants to the State that it is not subject to a finding for recovery under ORC 9.24, or that it has taken the appropriate remedial steps required under ORC 9.24 or otherwise qualifies under that section.
- 19.3 Local Sponsor warrants that he/she has no outstanding final judgments against it by the State, including tax liabilities, and agrees that any payments provided to the Local Sponsor by the State pursuant to this Agreement may be applied against such liabilities currently owing or incurred in the future.
- 19.4 Local Sponsor agrees that if this representation and warranty is deemed to be false, the Agreement shall be void *ab initio*, and any funds paid by State hereunder shall be immediately repaid to State
- 19.5 Local Sponsor affirmatively represents that it does not and will not boycott any jurisdiction with whom the State can enjoy open trade during the contract period, in accordance with ORC 9.76.

**ARTICLE XX: ENTIRE AGREEMENT AND WAIVER**

- 20.1 This written Agreement constitutes the entire Agreement between Local Sponsor and ODA, and there are no other agreements between them, either oral or written, which relate to the work to be performed under this Agreement.
- 20.2 This Agreement supersedes any and all previous agreements, whether written or oral, between the Parties. No change to any provision of this Agreement shall be effective unless stated in writing and signed by both parties to this Agreement.
- 20.3 No term or provision of this Agreement shall be deemed waived and no breach excused unless the waiver or consent is in writing and signed by both parties to this Agreement.

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ODA may at its discretion, in event of a breach, notify Local Sponsor of the breach and allow the time specified by ODA to correct the breach.

- 20.4 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.

**ARTICLE XXI: NOTICES**

- 21.1 All notices, consents, requests, and other communications hereunder shall be in writing and shall be deemed to be given upon receipt thereof and shall be sent to the addresses set forth hereunder or to such other address as the other party hereto may designate by written notice transmitted in accordance with this provision. Electronic or facsimile notices are permitted when reasonable and upon approval by ODA.

- 1) In case of ODA to:

**Amanda Bennett  
Ohio Department of Agriculture  
Office of Farmland Preservation  
8995 East Main Street  
Reynoldsburg, Ohio 43068**

- 2) In case of the Local Sponsor to:

**Bill Narducci  
Union County Board of Commissioners  
233 West 6<sup>th</sup> Street  
Marysville, Ohio 43040**

- 21.2 Any and all notices and other documents and communications required to be given pursuant to this Agreement shall be deemed duly given: (a) upon actual delivery, if delivery is by hand or courier service; (b) upon receipt by the transmitting party of confirmation or answer back if delivery is by facsimile or electronic means; or (c) upon the third day following delivery into the U.S. mail if delivery is by regular U.S. mail. Each such notice shall be sent to the respective party at the address indicated first above or at any other address as the respective party may designate by notice delivered pursuant hereto.

**ARTICLE XXII: CONSTRUCTION, APPLICABLE LAW, AND HEADINGS**

- 22.1 Under ORC Chapter 2743 the State of Ohio has waived its immunity from liability and consented to be sued and have its liability determined in its Court of Claims in accordance with the same rules of law applicable to suits between private parties, except to the extent

**UNION COUNTY COMMISSIONERS JOURNAL 2025**  
**May 28, 2025**

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the determination of the State of Ohio's liability is subject to limitations set forth in ORC Chapter 2743.

- 22.2 In the event of any conflict between the terms and provisions of the body of this Agreement and any exhibit hereto, the terms and provisions of the body of this Agreement shall control.
- 22.3 This Agreement and any claims arising in any way out of this Agreement shall be governed by the laws of the State of Ohio. Any provision of this Agreement prohibited by the law of Ohio shall be deemed void and of no effect.
- 22.4 All actions regarding this Agreement shall be forumed and venued in a court of competent subject matter jurisdiction in Franklin County, Ohio and both parties irrevocably waive any objections to convenience of forum. In the event that this Agreement should become subject to the jurisdiction of the Court of Claims, the parties agree that such jurisdiction shall be binding and take precedence over any other forum selection clauses of this Agreement.
- 22.5 Any provision of this document found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the Agreement.
- 22.6 The headings used in this Agreement are for convenience only and shall not be used in interpreting this Agreement.

**ARTICLE XXIII: DEBARMENT**

Local Sponsor represents and warrants that it is not debarred from consideration for contract awards by the Director of the Department of Administrative Services, pursuant to either R.C. 153.02 or ORC 25.25. If this representation and warranty is found to be false, this Agreement is void ab initio and Local Sponsor shall immediately repay to ODA any funds paid under this Agreement.

**ARTICLE XXIV: ANTITRUST ASSIGNMENT**

Local Sponsor agrees to assign to ODA all State and Federal antitrust claims and causes of action that relate to all goods and services provided for in this Agreement.

**UNION COUNTY COMMISSIONERS JOURNAL 2025**  
**May 28, 2025**

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**ARTICLE XXV: EXCUSE OF PERFORMANCE**

- 25.1 The performance of this Agreement, except for the payments of money for services already rendered, may be suspended by either Party for cause or causes beyond the reasonable control of such Party.
- 25.2 Such causes shall include, but not be limited to, acts of God, acts of war, riot, fire, explosion, accident, flood or sabotage; unforeseeable or unpreventable lack of adequate fuel, power, raw materials, labor or transportation facilities; unforeseeable changes in governmental laws, regulations, requirements, orders or actions; unforeseeable or preventable breakage or failure of machinery or apparatus; national defense requirements; injunctions or restraining orders; unforeseeable or unpreventable labor trouble, strike, lockout or injunction, provided that neither Party shall be required to settle or prevent a labor dispute against its own best judgment.

**ARTICLE XXVI: COUNTERPARTS**

This Agreement may be executed in any number of counterparts, each of which is to be deemed an original, and all of such counterparts together shall constitute one and the same instrument. A facsimile signature or other similar electronic reproduction of a signature shall have the force and effect of an original signature, and in the absence of an original signature, shall constitute the original signature. 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.

**ARTICLE XXVII: DRUG FREE WORKPLACE**

Local Sponsor agrees to comply with all applicable state and federal laws regarding drug-free and smoke-free workplace requirements and shall make good faith effort to ensure that all its employees will not purchase, transfer, use or possess illegal drugs or abuse prescription drugs in any way and will not violate Ohio Liquor Law or any other state or federal law regarding the sale, transfer, or consumption of alcoholic beverages

**ARTICLE XXVIII: EXECUTION**

This Agreement is not binding upon ODA unless executed in full.

UNION COUNTY COMMISSIONERS JOURNAL 2025  
May 28, 2025

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[THIS PORTION IS INTENTIONALLY LEFT BLANK]

**UNION COUNTY COMMISSIONERS JOURNAL 2025**  
**May 28, 2025**

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A facsimile signature or other similar electronic reproduction of a signature shall have the force and effect of an original signature, and in the absence of an original signature, shall constitute the original signature.

**IN WITNESS WHEREOF**, to show their agreement hereto, the parties have hereunto set their hands and affixed their signatures.

**Union County Board of Commissioners**

Date:

By:   
(signature)

May 28, 2025

Steve Robinson  
(print name)

president  
(print title)

**Union County Board of Commissioners**  
**233 West 6th Street**  
**Marysville, Ohio 43040**

**OHIO DEPARTMENT OF AGRICULTURE**

Date:

By: \_\_\_\_\_  
**Brian Baldridge**  
Director

This instrument was prepared by:  
Ohio Department of Agriculture  
8995 East Main Street  
Reynoldsburg, OH 43068-3342

\*A fully executed copy of this agreement was not available at the time these minutes were approved.

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

\* \* \*



## UNION COUNTY COMMISSIONERS JOURNAL 2025

May 28, 2025

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Jeff Stauch, Engineer, arrived at this time.

\* \* \*

Engineer Update – Jeff Stauch, Engineer

- The Engineer's Office has gotten some drainage requests, and they will get those done before they start chip seal and small bridge replacements.
- There are four maintenance worker positions open, and a mechanic position opening. It is a tough time to be short staffed because construction season is starting.
- Commissioner McCarthy asked about the requirements of the job, and Mr. Stauch stated a CDL used to be required, but now employees can get their CDL after their hire date. Other experience includes construction work and willingness to learn. The job postings are on the county website, and they have done a half page ad in the Marysville Journal Tribune.
- The review of the first phase of the Houchard Road extension project is almost complete. ODOT and the Franklin County Engineer are reviewing this plan as well. There is a possibility construction can start on this in the summer.
- He met with Kyle Hoying, City Engineer, from the City of Marysville and Warner Road parcel owners. These owners have parcels needed for the Houchard Road extension project. The value of these parcels has increased significantly, but the sale of the parcels is still happening. The anticipated closing is July 2025. Mr. Warner is working with the owners on easements and water and sanitary lines. The discussion was good, but the increase in value was not expected.
- Bids for this year's paving project will be out soon. Budget constraints and the increase in value have made this more difficult this year. Dover and Jerome Townships have joined this year.
- The Claibourne Bridge Project has an anticipated start date of August 2025.
- Chip seal, weather permitting, will start soon. It is weather dependent. Like last year, the start date has been moved up.
- The Streng Road Bridge designs are underway. The alignment that works best will be selected.
- The new Union County road map is almost complete. This project is overdue, but the final proof will be delivered soon. The map is not as popular as it used to be, so the decision was made to print less copies with the option to print more if needed. With the amount of development that has been happening, this new map is already outdated. The goal is to get updated maps printed every three to four years.
- Commissioner McCarthy asked the cost of this project, and Mr. Stauch stated it was about \$12,000.
- The final proof of the annual report is almost complete.
- The Farm Bureau Policy meeting is June 17<sup>th</sup>. He cannot attend this year because he will be at the CIC meeting.
- The Engineer's Office has received some letters from residents regarding mailboxes on both sides of the road. Mr. Stauch stated the office has a brochure on mailbox installation, and the residents want the information in the brochure enforced. He is looking into the Postmaster's rules about mailbox installation and hopes to have an answer before his meeting with the residents.
- Commissioner McCarthy stated a resident has called and had very serious concerns about a company installing fiber and destroying the ditch. He asked if Mr. Stauch has got in contact with this resident.
- Mr. Stauch stated Tom Messerly has been trying to find the company responsible and investigate other county policies regarding utility installation in the right of way. Some counties require insurance bonds, but he will need to talk to Mr. Gray to investigate that more. One county has started to require stamped engineering plans for utilities. This is an ongoing issues, and unfortunately, not everyone will follow the guidelines.

UNION COUNTY COMMISSIONERS JOURNAL 2025

May 28, 2025

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\*Inge Witt arrived at this time.

- Commissioner McCarthy asked Mr. Stauch to come to the next Union County Jerome Township Cooperative Board meeting. New businesses moving into the JEDD need to sign up for it, and he wants a process to be put in place for this to happen.
- Mr. Stauch stated he would talk to Luke Sutton to possibly have this put into place during the review process.

\* \* \*

## UNION COUNTY COMMISSIONERS JOURNAL 2025

May 28, 2025

## RESOLUTION NO. 25-233:

Approve of Purchase of 2025 Western Star 47X Dump Truck – Engineer

The Board of County Commissioners hereby approves the Purchase of 2025 Western Star 47X Dump Truck.



**W**  
WESTERN STAR  
Truck Country of Indiana Inc.  
1770 Wapak Fisher Rd | PO Box 187  
Wapakoneta, OH 45895  
419-738-9684 | truckcountry.com

## INVOICE/BILL OF SALE

Contract#: VM312000365  
Contract Date: 5/15/2025  
Deal#: DE-39260  
Customer #: 235034  
Salesperson: David Hibner  
Customer PO:

**Bill To:**  
UNION COUNTY  
233 WEST 6TH ST  
MARYSVILLE, OH 43040  
**Phone:**


**Ship To:**  
UNION COUNTY  
Union County Engineers  
233 West 6TH ST  
MARYSVILLE, OH 43040  
**Phone:**

VIN	Unit Description	FET	Price	Unit Price
STOCK#: 903158 5KKHBPFE8SLWB5125	New-2025 Western Star 47X		\$150,420.00	\$150,420.00
			Total Unit Price: \$150,420.00	
			Subtotal: \$150,420.00	
			Total Purchase Price: \$150,420.00	

Due on Delivery:  
**NET BALANCE DUE ON DELIVERY: \$150,420.00**

Comments:

P.O. # 11035

<p>X  5/15/2025</p> <p>Purchaser's Signature Date</p> <p> 5/15/2025</p> <p>X Purchaser's Signature Date</p>	<p>David Hibner 5/15/2025</p> <p>Sales Representative Date</p> <p> 5/15/2025</p> <p>Sales Representative Signature Date</p>
---	---

SS/FED ID#: 31-6400087

C.J. 2025  
5-133  
Date 5/28/2025

## UNION COUNTY COMMISSIONERS JOURNAL 2025

May 28, 2025



Truck Country of Indiana Inc.  
1770 Wapak Fisher Rd | PO Box 187  
Wapakoneta, OH 45895  
419-738-9684 | truckcountry.com



## BUYERS ORDER:

Contract#: VM312000365  
Contract Date: 5/15/2025  
Deal#: DE-39260  
Customer #: 235034  
Salesperson: David Hibner

**Bill To:**  
UNION COUNTY  
233 WEST 6TH ST  
MARYSVILLE, OH 43040  
**Phone:**

**Ship To:**  
UNION COUNTY  
Union County Engineers  
233 West 6TH ST  
MARYSVILLE, OH 43040  
**Phone:**

VIN	Unit Description	FET	Price	Unit Price
STOCK#: 903158				
5KKHBPFE8SLWB5125	New-2025 Western Star 47X		\$150,420.00	\$150,420.00
			Total Unit Price: \$150,420.00	
			Subtotal: \$150,420.00	
			Total Purchase Price: \$150,420.00	

Due on Delivery:

NET BALANCE DUE ON DELIVERY: \$150,420.00

Comments:

P.O. # 11035

This order not binding until accepted by management. All orders pending manufacturer's availability.

X		05/15/2025	David Hibner	05/15/2025
	Purchaser's Signature	Date	Sales Representative	Date
		05/15/2025		05/15/2025
X	Purchaser's Signature	Date	Sales Representative Signature	Date
SS/FED ID#: 31-6400087				

## UNION COUNTY COMMISSIONERS JOURNAL 2025

May 28, 2025



FAMILY OWNED SINCE 1958

Customer Name: UNION COUNTY

Customer Address: 233 WEST 6TH ST MARYSVILLE, OH 43040

**Completed Sales  
Delivery Receipt**Deal Number: **DE-39260**

<u>Stock No</u>	<u>Year</u>	<u>VIN</u>	<u>Make</u>	<u>Model</u>	<u>Delivery Date</u>
903158	2025	5KKHBPFE8SLWB5125	Western Star	47X	05/15/2025

The undersigned accepts delivery of the above vehicles and acknowledges that the sales transaction for these vehicles is completed, and ownership of these vehicles has now transferred to you, the purchaser.

Authorized Customer Signature: Date: 5/28/25Truck Country Representative: David HibnerDate: 5-15-25

## Dealer Information:

Phone: 866-226-8691

Toll Free Phone: 888-502-0171

Fax:

TRUCK COUNTRY - WAPAKONETA

1770 WAPAK FISHER RD

PO BOX 187

WAPAKONETA, OH 45895

## UNION COUNTY COMMISSIONERS JOURNAL 2025

May 28, 2025



**W**  
Truck Country of Indiana Inc.  
1770 Wapak Fisher Rd | PO Box 187  
Wapakoneta, OH 45895  
419-738-9684 | truckcountry.com

**NEW TRUCK  
WARRANTY**

Stock No	Year/Make/Model	VIN
903158	New-2025 Western Star 47X	5KKHBPFE8SLWB5125

**Buyer Address**

UNION COUNTY

233 WEST 6TH ST MARYSVILLE, OH 43040

At the time of the above listed vehicle being sold, I hereby acknowledge that the below listed Truck Country representative has advised me on the New Truck Extended Warranty options.

Currently:

☒ I agree to purchase New Extended Truck Warranty, see purchase agreement for details.

☐ I decline to purchase New Extended Truck Warranty.

**Buyer Signature:**

Handwritten signature of the buyer in blue ink.

**Date:** 5/28/2025**Truck Country Representative:**

David Hibner

Handwritten signature of David Hibner in blue ink.

**Date:** 5-15-2025

## UNION COUNTY COMMISSIONERS JOURNAL 2025

May 28, 2025



Truck Country of Indiana Inc.  
1770 Wapak Fisher Rd | PO Box 187  
Wapakoneta, OH 45895  
419-738-9684 | truckcountry.com

Deal #: DE-39260

**Dealer Warranty Disclaimer**

Stock no	Condition year make model	VIN
903158	New-2025 Western Star 47X	5KKHBPFE8SLWB5125

**Buyer's Address:**

UNION COUNTY

233 WEST 6TH ST MARYSVILLE, OH 43040

**Used Vehicle Dealer's Warranty Disclaimer:**

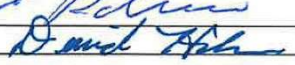
The above described used motor vehicle is being sold "as is" and "with all faults" without any warranty, either expressed or implied. The purchaser will bear the entire expense of repairing or correcting any defects that may presently exist or that may occur in the vehicle. The Dealer shall not have any responsibility for consequential damages, damages to property, damages for loss of use, loss of time, loss of profits, or income, or any other incidental damages with respect to any defect or malfunction or unfitness or other deficiency of this vehicle.

**X New Vehicle Dealer's Warranty Disclaimer:**

The other warranties applying to this vehicle are those offered by the manufacturer. The selling Dealer disclaims all warranties, either expressed or implied, including any implied warranties of merchantability or fitness for a particular purpose, and neither assumes nor authorized any person to assume for it any liability in connection with the sale of this vehicle. Purchaser shall not be entitled to recover from the Dealer any consequential damages, damages to property, damages for loss of use, loss of time, loss of profits, or income, or any other incidental damages.

Buyer Signature: 

Date: 5/15/2025

Truck Country Representative: David Hibner 

Date: 5/15/2025



## UNION COUNTY COMMISSIONERS JOURNAL 2025

May 28, 2025

OHIO DEPARTMENT OF PUBLIC SAFETY  
BUREAU OF MOTOR VEHICLES

## ODOMETER DISCLOSURE STATEMENT

Federal law (and State law), if applicable) requires that you state the mileage upon transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

I, UNION COUNTY state that the odometer (of the vehicle described below) now  
reads 497 (no tenths) miles and to the best of my knowledge that it reflects the actual  
mileage of the vehicle described below, unless one of the following statements is checked.

☐ (1) I hereby certify that to the best of my knowledge the odometer reading reflects the amount of mileage  
in excess of its mechanical limits.

☐ (2) I hereby certify that the odometer reading is NOT the actual mileage.

**WARNING - ODOMETER DISCREPANCY.**

MAKE Western Star	BODY TYPE TRK	MODEL 47X
VEHICLE ID NUMBER 5KKHBPFE8SLWB5125	YEAR 2025	
TRANSFEROR'S PRINTED NAME (SELLER) Truck Country of Indiana DBA Stoops Western Star of Ohio		
TRANSFEROR'S STREET ADDRESS 1770 WAPAK FISHER RD		
BOX 187 WAPAKONETA	STATE OH	ZIP CODE 45895
DATE OF STATEMENT 5/15/2025	TRANSFEROR'S SIGNATURE (SELLER) <i>[Signature]</i>	
PRINTED NAME OF TRANSFEROR DAVE HIBNER		
TRANSFEREE'S PRINTED NAME (BUYER) UNION COUNTY		
TRANSFEREE'S STREET ADDRESS 233 WEST 6TH ST		
CITY MARYSVILLE	STATE OH	ZIP CODE 43040
RECEIPT OF COPY ACKNOWLEDGED		
TRANSFEREE'S SIGNATURE (BUYER) <i>[Signature]</i>	PRINTED NAME OF TRANSFEREE Steve Robinson	

[www.bmv.ohio.gov](http://www.bmv.ohio.gov)

BMV 3724 4/17 [17601081]



## UNION COUNTY COMMISSIONERS JOURNAL 2025

May 28, 2025

STEC MV  
Rev. 3/04

### Certificate of Exemption Regarding Sale of a Motor Vehicle, Off-Highway Motorcycle or All-Purpose Vehicle

The undersigned hereby claims exception or exemption on the purchase of the following described motor vehicle, off-highway motorcycle or all-purpose vehicle purchased from:

Truck Country of Indiana DBA Stoops Western Star of Ohio		ND004165
Name of vendor/seller	Vendor's license number, if any	
1770 WAPAK FISHER RD	WAPAKONETA	OH 45895
PO BOX 187		
Street address	City, state, ZIP code	

Motor Vehicle, Off-Highway Motorcycle or All-Purpose Vehicle			
Year 2025	Make Western Star	Model 47X	Body type TRK
Vehicle Identification number (VIN) 5KKHBPFE8SLWB5125			
Purchase price \$ 150,420.00			

And further certifies that this claim is based upon the purchaser's proposed use of the motor vehicle, off-highway motorcycle or all-purpose vehicle purchased, the activity of the purchaser, or both, as show hereon (purchaser must state precise reason for claiming exception or exemption):

SP

UNION COUNTY

Purchaser's name

STATE POLITICAL

Purchaser's activity, i.e., manufacturer, public utility, church, etc.

233 WEST 6TH ST

Purchaser's street address

MARYSVILLE

OH

43040

City, state, ZIP code

x

Signature

5/15/2025

Title

Date signed

31-6400087

Vendor's license number, if any

To be prepared in triplicate. Original to be retained by vendor with two copies to the Clerk of Courts.

## UNION COUNTY COMMISSIONERS JOURNAL 2025

May 28, 2025

OHIO DEPARTMENT OF PUBLIC SAFETY  
BUREAU OF MOTOR VEHICLES

## APPLICATION(S) FOR CERTIFICATE OF TITLE TO A MOTOR VEHICLE

(Type or Print in Ink)

CHECK TYPE OF APPLICATION(S) Fee of \$5.00 for failure to apply for title within 30 days of assignment.

PRIMARY APPLICANT'S NAME UNION COUNTY		COUNTY UNION
PRIMARY APPLICANT'S ADDRESS 233 WEST 6TH ST MARYSVILLE OH 43040		SSN / EIN 31-6400087
SECONDARY APPLICANT'S NAME		SSN / EIN
SECONDARY APPLICANT'S ADDRESS		

Hereby declares under penalty of perjury that he / she is the lawful (owner / purchaser / lien holder) of the following described motor vehicle and hereby makes application for the following:

<input checked="" type="checkbox"/> ORIGINAL CERTIFICATE OF TITLE	Evidence of ownership MCO# _____	
MCO, Previous Title No., Registration, etc.		
Applicant acquired said motor vehicle by (state how acquired) _____		
from: Name of Previous Owner ND004165	Is Seller a Minor? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Address of Previous Owner _____		
The following is a full statement of all liens on said motor vehicle. If no lien state "none", if more than one lien, attach statement of all additional liens.		
Lien Holder NONE	/E Code # _____ Address _____	
<input type="checkbox"/> DUPLICATE CERTIFICATE OF TITLE		
Applicant states that Certificate of Title Number _____ has been _____ ;		
that said motor vehicle has not been sold or disposed of except as stated below: _____ lost, stolen, destroyed		
The vehicle is in the possession of _____		
residing at _____ and that if said Certificate of Title be hereby		
recovered by this applicant he will deliver same to the Clerk of Courts for cancellation.		
The following is a full statement of all liens on said motor vehicle. If no lien state "none", if more than one lien, attach statement of all additional liens.		
Lien Holder _____	/E Code # _____ Address _____	
<input type="checkbox"/> REPLACEMENT CERTIFICATE OF TITLE for Certificate of Title Number _____		
<input type="checkbox"/> MEMORANDUM CERTIFICATE OF TITLE for Certificate of Title Number _____		
<input type="checkbox"/> SALVAGE CERTIFICATE OF TITLE		
Applicant states that the original Certificate of Title Number _____		
has been surrendered to the Clerk of Courts.		
YEAR 2025	VIN 5KKHBPFE8SLWB5125	MODEL 47X
BODY TYPE TRK	MAKE Western Star	CONVERSION
PURCHASE PRICE \$ 150,420.00	TRADE IN ALLOWANCE \$ 0.00	GROSS TAX DUE \$
TAX PAID \$ 0.00	TAX EXEMPTION <input checked="" type="checkbox"/> Yes REASON: STATE POLITICAL	VENDOR'S DISCOUNT \$
VENDOR'S NUMBER	CONDITION OF VEHICLE, WATERCRAFT, or OUTBOARD MOTOR (Check only one)	DEALER'S PERMIT NUMBER ND004165
	<input checked="" type="checkbox"/> Good <input type="checkbox"/> Fair <input type="checkbox"/> Poor <input type="checkbox"/> Wrecked	

Warning: You are required by law to state the true selling price. A false statement is in violation of section 2921.13 of the Ohio Revised Code (R.C.) and is punishable by six months imprisonment and a fine of up to one thousand dollars or both. All transfers are audited by the Department of Taxation. The seller and buyer must provide any information requested by the Department of Taxation. The buyer may be assessed any additional tax found to be due.

Applicant's signature X [Signature] Is Applicant a Minor? ☐ Yes ☒ No  
Sworn to and subscribed in my presence this 28 day of May, 2025 in Union County,  
State of Ohio  
Signature of Notary Public [Signature] My commission expires 8/6/2025  
Notary Public  
State of Ohio  
August 6, 2025

NOTE: A motor vehicle dealer licensed in accordance with 4517 of the R.C., who is the owner or purchaser of the motor vehicle, is not required to have this document notarized under section 4505.063 of the R.C.

BMV 3774 3/23 [17601081]

## UNION COUNTY COMMISSIONERS JOURNAL 2025

May 28, 2025



Ohio Bureau of Motor Vehicles

## POWER OF ATTORNEY

**Know all men by these presents, that the undersigned does hereby make, constitute and appoint**

LAST NAME Truck Country of Indiana DBA Stoops Western Star of Ohio	FIRST NAME MI
STREET ADDRESS 1770 WAPAK FISHER RD	CITY WAPAKONETA
	STATE OH
	ZIP CODE 45895

PO BOX 187

My true and lawful attorney-in-fact for me and in my name, place and stead, to make and execute the assignment of or application for my Certificate of Title covering the following described motor vehicle, to-wit:

MAKE Western Star	YEAR 2025	SERIAL NO. 5KKHBPFE8SLWB5125
----------------------	--------------	---------------------------------

And granting to my said attorney-in-fact full authority to do and perform all and every act and thing whatsoever, requisite, necessary and proper to be done in and about the premises as fully and to all intents and purposes as the undersigned might or could do with full power of substitution and revocation hereby ratifying and confirming all that said attorney or his substitute shall lawfully do or cause to be done by virtue hereof.

In Witness whereof, the undersigned has caused his name to be subscribed hereto this May 28 day of May, 2025.

[Signature]  
SIGNATURE OF PERSON GIVING POWER OF ATTORNEY

31-6400087  
SOCIAL SECURITY NUMBER OF BUYER/OWNER

## ACKNOWLEDGEMENT

State of Ohio, County of Union, Subscribed and sworn to before me a Notary Public in and for said County personally appeared Steve Robinson who acknowledged the signing of the foregoing instrument and that such signing is his free act and deed.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal this May 28 day of May, 2025 In the county of Union State of Ohio.



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

[Signature]  
NOTARY PUBLIC

My commission expires 8/6/2029

## UNION COUNTY COMMISSIONERS JOURNAL 2025

May 28, 2025

**Federal Excise Tax  
EXEMPTION CERTIFICATE**

(For Use by States, Territories, or Political  
Subdivisions thereof) In Accordance with Section  
4221(a) (4) of the Internal Revenue Code

I hereby certify, under the penalty of perjury, that I am Commissioner/President of  
Union County and that I am authorized to  
Union County  
Name of State/Local Government

execute this certificate and that, to the best of my knowledge and belief,

(Check Appropriate Item Below)

☒ The article or articles specified in the space below, or in the attached order hereof, (provide vehicle description including VIN)  
OR

Condition, Year, Make, Model	VIN
New-2025 Western Star 47X	5KKHBPFE8SLWB5125

☐ All orders placed by the purchaser for the period commencing \_\_\_\_\_  
(period not to exceed 12 calendar quarters)

are, or will be, purchased for the exclusive use of Engineer  
Union County  
Government Unit  
State or Local Government


I understand that the exemption from tax in the case of sales of articles under this exception certificate to a State, etc., is limited to the sale of articles purchased for its exclusive use. I understand that the fraudulent use of this certificate to secure exemption will subject me and all parties making such fraudulent use to a fine of not more than \$10,000, or to imprisonment for not more than 5 years, or both, together with costs of prosecution.

Signature: [Signature] Date: 5/28/25  
Name: UNION COUNTY  
Mailing Address: 233 WEST 6TH ST  
City: MARYSVILLE State: OH Zip: 43040



## UNION COUNTY COMMISSIONERS JOURNAL 2025

May 28, 2025

Warranty Start Form (WAR275)		Daimler Truck North America LLC			
Single or Multiple Vehicle Registration for a Single Customer					
<ul style="list-style-type: none"> <li>• DTNA Dealers: Upload this completed and signed WAR275 form to DTNA in OWL; keep the signed form on file</li> <li>• Body Builders and RV Dealers/Customers: Email this completed and signed WAR275 form to DTNA at: <a href="mailto:WarrantyDEP@daimlertruck.com">WarrantyDEP@daimlertruck.com</a>; keep the signed form on file</li> </ul>					
<b>Dealer</b>		Dealer Name	Truck Country of Indiana DBA Stoops Western Star of Ohio	Phone	888-502-0171
DTNA Dealer Code	44D3	Dealer Contact Name	David Hibner	Email	davidhibner@truckcountry.com
<b>Vehicle</b>		VIN (17 characters)	In-Service Date	Distance at In-Service	
FTL	STL	WST	TBB	FCCC	5KKHBPFE8SLWB5125
					MI
					KM
					MI
					KM
					MI
					KM
					MI
					KM
					MI
					KM
					MI
					KM
					MI
					KM
					MI
					KM
<b>Customer</b>		Name	UNION COUNTY	Phone	
Authorized Representative Name					
Email					
Address		233 WEST 6TH ST			
City	MARYSVILLE	State/Province	OH	Country	USA
				Zip	43040
The above vehicle(s) will be used for the following vocation / applications only (choose only one):					
Airport Airport/Transit Shuttle Armored Car Service Charter/Shuttle/Transit Church/Prison/Activity Construction Farm		Fire Service Heavy Haul Service Inter-city Bus/Coach Intra City Bus Service Line Haul/Long Haul Logging Service Mining		Mobile Lab Service Oil Field Para-transit Van Service Pickup and Delivery/Short Haul Recreation (specify one below) Business      Personal Refuse	
				Rescue and Emergency Road/Rail Service School Bus Service Shuttle Bus Tour/Bus Coach - City Tour Bus/Coach - Cross Country Utility/Repair Maintenance Wrecking Service	
Customer Certification: By signing below, I certify that the above vehicle(s) will be used only for the above selected vocation/application. I understand that all notices regarding the above vehicle(s), including warranty, recall, and field service campaign information, will be mailed to the above customer name and address. I acknowledge that I have received the applicable Owner's Warranty Information book, and I accept the terms and conditions set forth therein, including the Limited Warranty Disclaimer and Limitation of Liability. I certify that I have received the applicable Maintenance Manual(s), Operator's Manual(s) and Driver's Manual(s) for the above vehicle(s), or, in the case of vehicles manufactured by Thomas Built Bus, I have received the website address where these documents may be obtained. I have reviewed the Telematics Data Terms of Use in the Driver's Manual and hereby agree to those Terms of Use. If applicable, I have been instructed on correct fifth wheel operation. I acknowledge that the Federal Safety Standards and Emission stickers have been affixed to the driver's side doorframe of the above vehicle(s). I acknowledge that I have been offered Extended Coverage warranty options (if applicable).					
REQUIRED Information From Customer or Authorized Customer Representative					
Signature		Date			
		5/28/25			

## UNION COUNTY COMMISSIONERS JOURNAL 2025

May 28, 2025

**Warranty Start Form (WAR275) Guide**

The Warranty Start Form (WAR275) starts the New Vehicle Limited Warranty (Warranty) on a vehicle. The Warranty Start Form (WAR275) must be completed and signed the day the retail customer or Authorized Representative<sup>1</sup> takes either physical or financial possession of the vehicle, whichever comes first. The service location must keep the signed Warranty Start Form (WAR275) on file and register the vehicle with DTNA for Warranty.

<sup>1</sup> The Authorized Representative, as defined by the DTNA Warranty Department, is any person who has a power of attorney for the customer, fleet, or end user of the vehicle being registered. The dealer or dealer administrators cannot sign for the customer on the WAR275 without providing a copy showing power of attorney.

<b>WAR275 Form Submission</b>	
<b>DTNA Dealers:</b>	<b>RV Dealers/Body Builders without access to OWL or WSC:</b>
<ul style="list-style-type: none"> <li>• Keep the signed WAR275 form on file</li> <li>• Update in-service information and provide the signed WAR275 form to DTNA as an attachment in OWL. (Do not include this guide with the signed WAR275)</li> </ul>	<ul style="list-style-type: none"> <li>• Keep the signed WAR275 form on file</li> <li>• Email a WAR275 form copy to <a href="mailto:WarrantyDEP@daimlertruck.com">WarrantyDEP@daimlertruck.com</a></li> </ul>
<b>Vocational Vehicle Descriptions/Examples</b>	
<b>Line Haul/Long Haul</b>	
<ul style="list-style-type: none"> <li>• Used in high mileage operations on normal road surfaces</li> <li>• Usually have distances greater than 30 miles between stops</li> </ul>	<ul style="list-style-type: none"> <li>• General Freight</li> <li>• Grain Hauler</li> <li>• Refrigerated Freight</li> <li>• Auto Hauler</li> </ul>
<b>Heavy Haul Service</b>	
<ul style="list-style-type: none"> <li>• Gain moderate mileage operating/transporting heavy loads not normally seen on a roadway</li> <li>• Typically have 100% load at time of delivery and return empty</li> </ul>	<ul style="list-style-type: none"> <li>• Tankers</li> <li>• Lowboy Tractors</li> <li>• Scrap Trucks</li> <li>• Steel Trucks</li> </ul>
<b>Pickup and Delivery/Short Haul Service</b>	
<ul style="list-style-type: none"> <li>• Intended for pickup and delivery service vehicles</li> <li>• Transport freight usually within a 100-mile radius in cities</li> <li>• Typically operate on standard road surfaces</li> <li>• Usually make more than three stops daily</li> </ul>	<ul style="list-style-type: none"> <li>• Beverage Trucks</li> <li>• Step Vans</li> <li>• Food Delivery Trucks</li> <li>• Package Delivery Trucks</li> </ul>
<b>Construction Vocation</b>	
<ul style="list-style-type: none"> <li>• Utilized in moving materials to and from a job site</li> <li>• Can be utilized on a job site with specific job functions</li> <li>• Can operate on less than ideal terrain such as sandy or muddy job sites</li> </ul>	<ul style="list-style-type: none"> <li>• Asphalt Trucks</li> <li>• Concrete Pumpers</li> <li>• Dump Trucks</li> <li>• Roll-off Trucks</li> </ul>
<b>Logging Vocation</b>	
<ul style="list-style-type: none"> <li>• Involved in the movement of lumber products (logs, chips, and pulp) from one logging site/mill to another logging site/mill</li> <li>• Usually have 3 to 30 miles between starts and stops</li> <li>• Operate mostly on paved roads but may operate on sandy or muddy surfaces</li> <li>• Typically have 100% load at time of delivery and return empty</li> </ul>	<ul style="list-style-type: none"> <li>• Tractor/Trailer Vehicles</li> <li>• Tractors with Pole Trailers</li> <li>• Log Haulers</li> <li>• Pulp Transporters</li> </ul>
<b>Mobile Lab Service (Medical, Education, and Training) Vocation</b>	
<ul style="list-style-type: none"> <li>• Intended to provide mobile laboratory services for medical, educational, and training purposes</li> </ul>	<ul style="list-style-type: none"> <li>• Red Cross Blood Mobiles</li> <li>• Mobile Dental Units</li> <li>• Mobile Mammogram Vehicles</li> <li>• Mobile Medical Examination Units</li> </ul>

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

\* \* \*

UNION COUNTY COMMISSIONERS JOURNAL 2025  
May 28, 2025

Economic Development Update – Inge Witt, Economic Development Administrator

- The following presentation accompanied Ms. Witt's update:

# ECONOMIC DEVELOPMENT OVERVIEW



## 33 Innovation Park

### Hardy World



- Univenture has signed an agreement to use 20K Sq Ft, leaving approximately 100K Sq Ft available.
- Former Univenture building on Square Drive was sold to Ohio Glass and Aluminum.

*\*Investment, jobs, and payroll will be provided in our June report.*

## 33 Innovation Park

### OPUS



- 250,000 square-foot multitenant speculative industrial building.
- Construction to be completed in the third quarter of 2025.
- An open house is being planned for June.

## UBER UPDATE





# Overall Program Performance

Data: Jan 5 2024 – May 5 2025

\$63.3K

Total Spend (USD)

8,847

Total Trips

246

Total Unique Riders

\$11.22

Average Trip Fare (USD)

2.41mi

Average Trip Distance (mi)

6.84min

Average Trip Duration (min)

99.6%

Trip Completion Rate

9.26

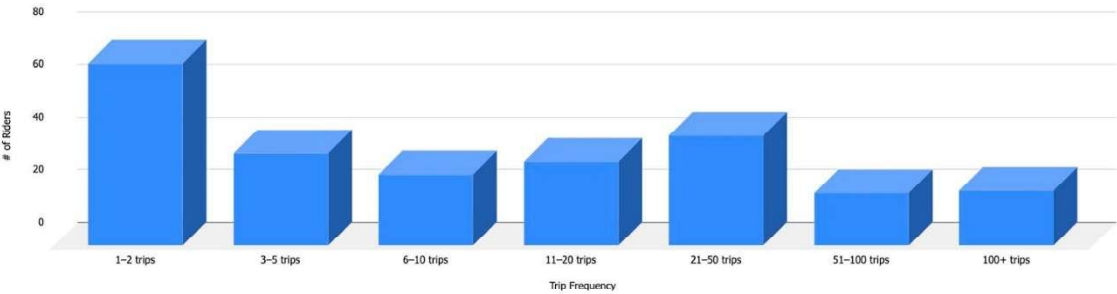
Average ETA

10.54

Average ATA

# Repeat Usage & Power Riders

Data: Jan 5 2024 – May 5 2025



- Over 40% of riders took 10+ trips, showing strong recurring usage.
- Nearly 30% only rode once or twice, suggesting opportunity for re-engagement.
- The 21-50 trip segment is the largest power user group (17%), indicating consistent, mid-range usage.

Trip Frequency	# of Riders	% of Total Riders
1-2 trips	69	28.05%
3-5 trips	35	14.23%
6-10 trips	27	10.98%
11-20 trips	32	13.01%
21-50 trips	42	17.07%
51-100 trips	20	8.13%
100+ trips	21	8.54%

# Trip Distance Distribution

Data: Jan 5 2024 – May 5 2025

- 97.3% of trips are under 10 miles, mostly within Marysville, showing strong local demand
- 2.3% of trips fall between 10 and 20 miles, mainly traveling to Dublin and nearby suburbs, reflecting moderate regional needs
- 0.3% of trips are over 20 miles, typically reaching Columbus

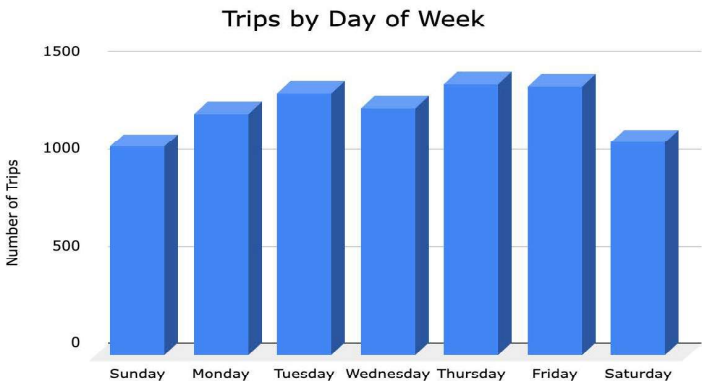
Trip Distance Range (mi)	Avg Fare by Distance (\$)	Trips in Distance Range	Cumulative % of Trips
0-2	\$9.35	5595	64%
2-4	\$12.13	2324	90%
4-6	\$14.84	321	94%
6-8	\$20.46	211	96%
8-10	\$20.59	126	97%
10-12	\$23.59	111	99%
12-14	\$23.60	23	99%
14-16	\$27.56	39	99%
16-18	\$27.69	14	99%
18-20	\$29.89	12	100%
20+	\$50.45	33	100%

Uber | Union County Performance Analysis

7

# Trip Volume & Usage Trends

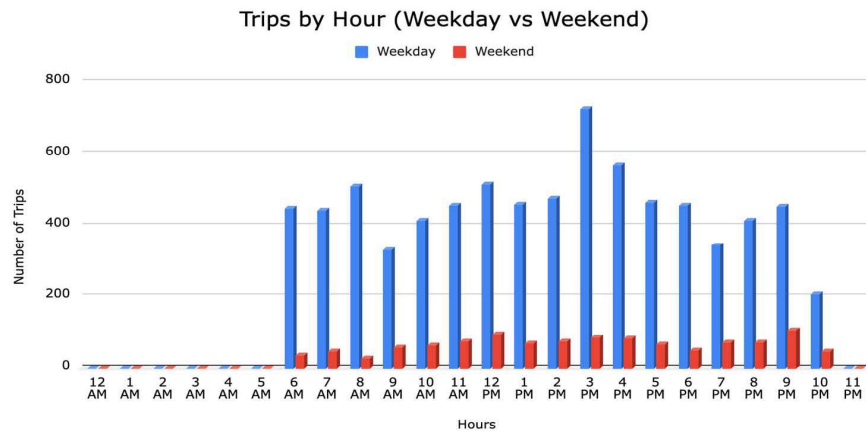
Data: Jan 5 2024 – May 5 2025



- Highest trip volume on Thursdays and Fridays, lowest on Mondays and weekends.
- Pattern reflects commuter-driven behavior aligned with daily routines.

**UNION COUNTY COMMISSIONERS JOURNAL 2025**  
**May 28, 2025**

## Trips By Hour



- **Weekday demand peaks at 9 AM, 3 PM, and 9 PM**, tied to commute and school schedules
- Weekend usage is steady, **with flat hourly trends indicating flexible, non-commute trips**.

## Monthly Trips and Riders Growth

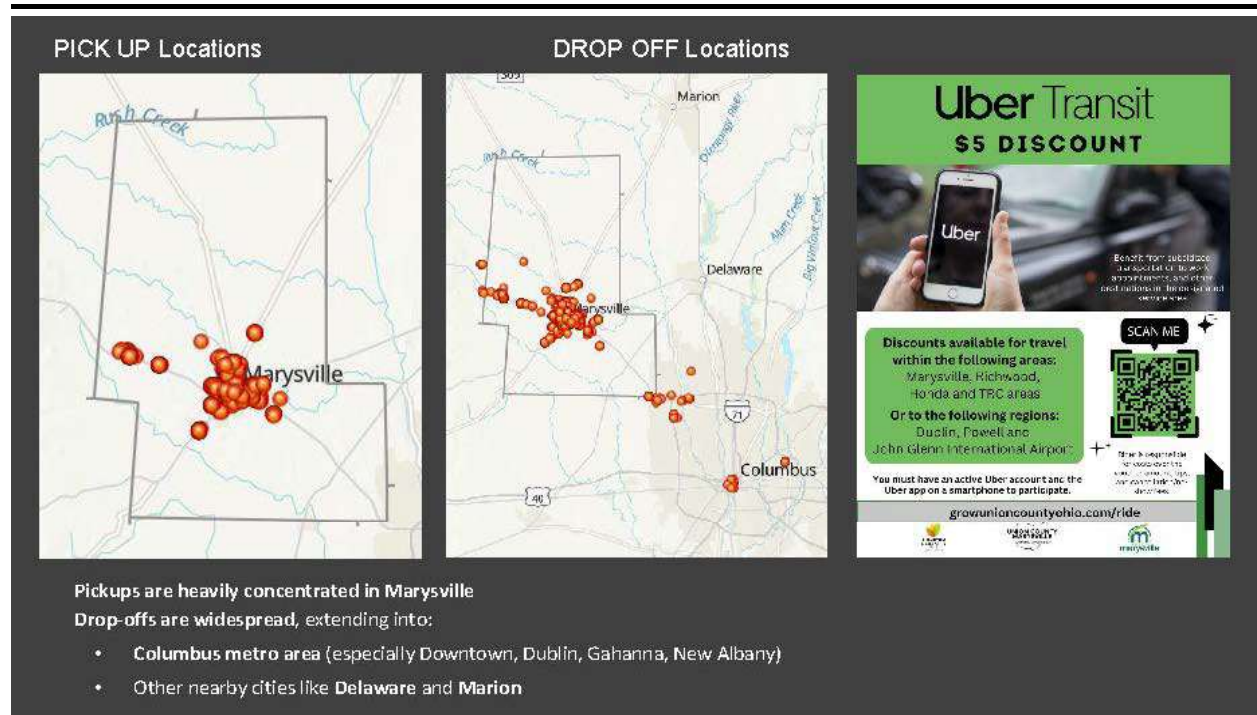
Data: Jan 5 2024 – May 5 2025



- **Trips peaked in September 2024 (789)**, and the unique rider count reached a high in **February 2025 (63)**.
- Beginning October 22, 2024, we changed the voucher from \$10 off to \$5 off
- **Repeat usage is strong**, reflected by a high trip-to-rider ratio.

## UNION COUNTY COMMISSIONERS JOURNAL 2025

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- Commissioner McCarthy asked if Uber is impacting UCATS, and Mr. Narducci stated UCATS only services a specific group of the public whereas anyone can use Uber.
- Ms. Witt stated she attended a UC Moves meeting and there is a demand for more UCATS drivers, but UCATS and Uber are working together to provide transportation for individuals who need it in Union County.
- Commissioner McCarthy asked if there was an inventory list of current vacant spaces for businesses to rent, and Ms. Witt stated Main Street Marysville has been working on this. It is hard to get an exact number because some vacant spaces need significant repairs before they can be rented. This is something she will work on in the future.

Inge Witt left the meeting at this time.

\* \* \*

## UNION COUNTY COMMISSIONERS JOURNAL 2025

May 28, 2025

## RESOLUTION NO. 25-234:

**Participating Payments – York Township – Patrick Bush Run, Evans Road, Storms Road, Chill Road, Coder Holloway Road, Wallace Road, Forrider Road, Fawley Road, Bitler Road, Meddles Road, McMahan Road, Davis Road – Engineer**

The Board of County Commissioners hereby approves the Participating Payments – York Township – Patrick Bush Run, Evans Road, Storms Road, Chill Road, Coder Holloway Road, Wallace Road, Forrider Road, Fawley Road, Bitler Road, Meddles Road, McMahan Road, Davis Road.

**RESOLUTION****To The Union County Engineer**

BE IT RESOLVED this 19<sup>TH</sup> day of MAY, 2025, by the trustees of

YORK township of Union County, Ohio that the Union County

Engineer has prepared estimates for the required work:

Road Number	Road Section	Road Name	Description of Work	Estimated Cost
TR 218	C	Patrick Brush Run Road (York/Liberty)	Chip Seal	\$ 1,905.63
TR 218	C,D	Patrick Brush Run Road (York/Taylor)	Chip Seal	\$ 4,220.28
TR 218	F,G	Patrick Brush Run Road (York/Taylor)	Chip Seal	\$ 9,147.04
TR 233	B,C	Evans Road (York/Liberty)	Chip Seal	\$21,547.59
TR 233	D	Evans Road	Chip Seal	\$ 6,757.73
TR 238	E-G	Storms Road	Chip Seal	\$40,786.99
TR 239	B	Cahill Road	Chip Seal	\$ 2,858.18
TR 249	D	Coder Holloway Road	Chip Seal	\$ 4,887.93
TR 283		Wallace Road	Chip Seal	\$ 1,831.78
TR 287	B	Forrider Road (York/Taylor)	Chip Seal	\$ 785.97
TR 287	C	Forrider Road	Chip Seal	\$21,090.18
TR 291	A,B	Fawley Road	Chip Seal	\$21,177.78
TR 294		Bitler Road	Chip Seal	\$14,585.73
TR 296		Meddles Road	Chip Seal	\$18,991.36
TR 300	A-C	McMahan Road	Chip Seal	\$43,240.31
TR 301	A	Davis Road	Chip Seal	\$14,458.37
<del>TR 304</del>		<del>Predmere Road</del>	<del>Chip Seal</del>	<del>\$ 9,657.07</del>
<del>TR 308</del>	A,B	<del>Phelps Road</del>	<del>Chip Seal</del>	<del>\$37,217.66</del>
<del>TR 309</del>		<del>Flickenger Road</del>	<del>Chip Seal</del>	<del>\$10,676.17</del>
TOTAL				\$285,823.75

NOW, THEREFORE, we hereby approve the estimates as submitted by the Union County Engineer and

authorize the Union County Engineer to undertake and perform the above work.

LOGAN REFE moved and JUDY CHRISTIAN seconded the adoption of this resolution.

## UNION COUNTY COMMISSIONERS JOURNAL 2025

May 28, 2025

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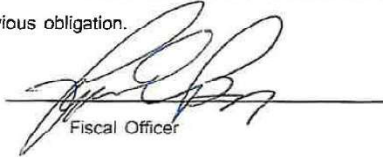
Roll Call Vote:

<u>JUDY CHARZISZAN</u>	<u>YES</u>
<u>LOGAN RIFE</u>	<u>YES</u>
<u>BRUCE DAVES</u>	<u>YES</u>

I, RYAN E. BUGG, Fiscal Officer of YORK of Union County, Ohio,  
hereby certify that the funds required to pay the costs expressed above have been lawfully appropriated, are in  
the Gas Tax Fund, Motor Vehicle License Fee Fund or Road and Bridge Fund, or are in the process of collection,  
and are free from previous obligation.

5-19-2025

Date

  
Fiscal Officer

C.J. 2025  
25-734  
Date 5/28/2025

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

\* \* \*



## UNION COUNTY COMMISSIONERS JOURNAL 2025

May 28, 2025

**RESOLUTION NO. 25-235:****Participating Payments – York Township – All Roads Dura Patch – Engineer**

The Board of County Commissioners hereby approves the Participating Payments – York Township – All Roads Dura Patch.

**RESOLUTION****To The Union County Engineer**

BE IT RESOLVED this 19<sup>TH</sup> day of MAY, 2025, by the trustees of  
YORK township of Union County, Ohio that the Union County

Engineer has prepared estimates for the required work:

Road Number	Road Section	Road Name	Description of Work	Estimated Cost
		All Township Roads in York Township	Dura Patch	\$ 7,633.06
TOTAL				\$ 7,633.06

NOW, THEREFORE, we hereby approve the estimates as submitted by the Union County Engineer and authorize the Union County Engineer to undertake and perform the above work.

LOGAN REFE moved and JUDY CHRESTEAN seconded the adoption of this resolution.

Roll Call Vote:

JUDY CHRESTEAN YES  
LOGAN REFE YES  
BRUCE DAVZS YES

I, RYAN E. BUCK, Fiscal Officer of YORK of Union County, Ohio, hereby certify that the funds required to pay the costs expressed above have been lawfully appropriated, are in the Gas Tax Fund, Motor Vehicle License Fee Fund or Road and Bridge Fund, or are in the process of collection, and are free from previous obligation.

5-19-2025

Date

[Signature]  
Fiscal Officer

C.J. 2025  
25-235  
Date 5/28/2025

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

## UNION COUNTY COMMISSIONERS JOURNAL 2025

May 28, 2025

## RESOLUTION NO. 25-236:

**Participating Payments – York Township – Storms Road, Coder Holloway Road, Forrider Road, Bitler Road, McMahan Road – Grader Patch – Engineer**

The Board of County Commissioners hereby approves the Participating Payments – York Township – Storms Road, Coder Holloway Road, Forrider Road, Bitler Road, McMahan Road – Grader Patch.

**RESOLUTION****To The Union County Engineer**

BE IT RESOLVED this 19<sup>TH</sup> day of MAY, 2025, by the trustees of  
YORK township of Union County, Ohio that the Union County

Engineer has prepared estimates for the required work:

Road Number	Road Section	Road Name	Description of Work	Estimated Cost
TR 238	E-F	Storms Road	Grader Patch	\$ 3,835.34
TR 249	D	Coder Holloway Road	Grader Patch	\$ 3,835.34
TR 287	C	Forrider Road	Grader Patch	\$ 2,009.16
TR 294		Bitler Road	Grader Patch	\$ 5,719.54
TR 300	A-C	McMahan Road	Grader Patch	\$ 3,835.34
<b>TOTAL</b>				<b>\$19,234.72</b>

NOW, THEREFORE, we hereby approve the estimates as submitted by the Union County Engineer and authorize the Union County Engineer to undertake and perform the above work.

LOGAN REFE moved and JUDY CHRESTIAN seconded the adoption of this resolution.

Roll Call Vote:

JUDY CHRESTIAN YES  
LOGAN REFE YES  
BRUCE DAVES YES

I, RYAN E. BUEGG, Fiscal Officer of YORK of Union County, Ohio, hereby certify that the funds required to pay the costs expressed above have been lawfully appropriated, are in the Gas Tax Fund, Motor Vehicle License Fee Fund or Road and Bridge Fund, or are in the process of collection, and are free from previous obligation.

5-19-2025  
Date

[Signature]  
Fiscal Officer

C.J. 2025  
Date 5/28/2025

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



## UNION COUNTY COMMISSIONERS JOURNAL 2025

May 28, 2025

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Brad Bodenmiller arrived at this time.

\* \* \*

LUC Update – Brad Bodenmiller, Director

- Gram Dick has left LUC, and there have been discussion on filling his position. Gram was a Planner 1, but it might be more beneficial to have someone hired in as a Planner 2 with more experience. The salary range for a Planner 1 is \$35,000 to \$63,000, and the salary range for a Planner 2 is \$48,000 to \$73,000. Mr. Bodenmiller feels these salaries are fair rates and ranges. He has done comps with other counties and positions.
- Commissioner McCarthy asked if these salaries were within the county's compensation plan, and Mr. Narducci stated that since LUC is made up of different counties, they were never added to the plan. However, Clemons and Nelson did add a section to the compensation plan with LUC.
- Mr. Bodenmiller stated LUC could go back on the compensation plan in the future.
- Commissioner McCarthy asked Mr. Bodenmiller what he needed from the Board today, and Mr. Bodenmiller stated he needed what level planner that LUC should advertise for. The Commissioners agreed on seeking the Planner 2 candidate.
- Mr. Bodenmiller states he would like to have hard copies of the comprehensive plan printed to give to townships and other local government offices.
- Commissioner Robinson asked how many he would suggest, and Mr. Bodenmiller stated around 100.
- Commissioner McCarthy asked the cost of this, and Mr. Bodenmiller stated around \$2000. He would like to also send a copy of the comprehensive plan to each steering committee member with a letter signed from the Commissioners.
- Wyatt Marshall is filling Matt Chamberlain's unexpired term on the LUC Regional Planning Commission as Member-At-Large. Wyatt works at the Union County Health Department.

Ginger Yonak and Wade Branstiter arrived at this time.

\* \* \*

**RESOLUTION NO. 25-237:**

**Appointment of Wyatt Marshall to the LUC Regional Planning Commission as a Member-At-Large – Commissioners**

The Board of County Commissioners approves the appointment of Wyatt Marshall to the LUC Regional Planning Commission as a Member-At-Large to fill the unexpired term of Matt Chamberlain.

Term: January 1, 2025 – December 31, 2026

A motion was made by Tom McCarthy 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

\* \* \*

## UNION COUNTY COMMISSIONERS JOURNAL 2025

May 28, 2025

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RESOLUTION NO. 25-238:**Executive Session – Pursuant to O.R.C. 121.22(G)(6) – Details Relative to the Security Arrangements for a Public Body or Public Office – Commissioners**

The County Commissioners do hereby approve entering into executive session at 9:59 a.m. for the purpose of Details Relative to the Security Arrangements for a Public Body or Public Office. In attendance were: William Narducci, County Administrator; Ginger Yonak, Human Resources Director; Thayne Gray, Assistant County Prosecutor; Wade Branstiter, IT Director; and Mallory Lehman, Clerk to the Board. David Phillips, County Prosecutor; Matt Meade, Eckert Seamans; and Jake Simpson, Crowe were in remote attendance.

No action was taken.

The session ended at 10:47 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  
David A. Lawrence, Yea  
Tom McCarthy, Yea

\* \* \*

Ginger Yonak and Wade Branstiter left the meeting at this time.

\* \* \*

## UNION COUNTY COMMISSIONERS JOURNAL 2025

May 28, 2025

## RESOLUTION NO. 25-239:

Participating Payments – York Township – Patrick Brush Run Road– Grade/Berm Shoulder – Engineer

The Board of County Commissioners hereby approves the Participating Payments – York Township – Patrick Brush Run Road – Grade/Berm Shoulder.

**RESOLUTION****To The Union County Engineer**

BE IT RESOLVED this 19<sup>TH</sup> day of MAY, 2025, by the trustees of  
YORK township of Union County, Ohio that the Union County

Engineer has prepared estimates for the required work:

Road Number	Road Section	Road Name	Description of Work	Estimated Cost
TR 218	F	Patrick Brush Run Road	Grade/Berm shoulder	\$ 9,648.89
TOTAL				\$ 9,648.89

NOW, THEREFORE, we hereby approve the estimates as submitted by the Union County Engineer and authorize the Union County Engineer to undertake and perform the above work.

LOGAN REFE moved and JUDY CHRESTEAN seconded the adoption of this resolution.

Roll Call Vote:

<u>JUDY CHRESTEAN</u>	<u>YES</u>
<u>LOGAN REFE</u>	<u>YES</u>
<u>BRUCE DAVIS</u>	<u>YES</u>

I, RAE E. BUGG, Fiscal Officer of YORK of Union County, Ohio, hereby certify that the funds required to pay the costs expressed above have been lawfully appropriated, are in the Gas Tax Fund, Motor Vehicle License Fee Fund or Road and Bridge Fund, or are in the process of collection, and are free from previous obligation.

5-19-2025

Date

Fiscal Officer

C.J. 2025  
Date 5/28/2025

A motion was made by Tom McCarthy 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

## UNION COUNTY COMMISSIONERS JOURNAL 2025

May 28, 2025

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RESOLUTION NO. 25-240:**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 May 26, 2025.

Vendor	Name	CK RUN	Invoice	PO	Invoice Amt	Dept
7536	TRUCK COUNTRY	052825	VM312000365	20253533	150,420.00	Pending approval 422

---

Add Desc: Western Star Tandem Axel Dump Truck - Engineer

---

  
Commissioners

 Tom McCarthy

  
5/28/2025

C.J. 2025  
25-240  
Date 5/28/2025

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

\* \* \*

## UNION COUNTY COMMISSIONERS JOURNAL 2025

May 28, 2025

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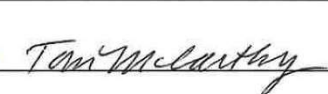
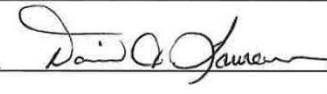
RESOLUTION NO. 25-241:**Transfers of Appropriations and/or Funds**

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	AMOUNT
807	1	05/23/2025	house	05/23/2025	Pending approval	Cayla Wa	35240608	550100		locust house pass through fund	05/23/2025	I	\$180,000.00

ADD'L DESC: Budget amendment to increase appropriations to align with expenditures - Developmental Disabilities (see attached certification of funds from Auditor)

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Commissioners 5/28/2025

C.J. 2025  
25-241  
Date 5/28/2025

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

\* \* \*

UNION COUNTY COMMISSIONERS JOURNAL 2025  
May 28, 2025

Received the following Certificates from the County Auditor this date:

**Certificate of County Auditor That the Total appropriations from Each Fund  
Do Not Exceed the Official Estimate of Resources**

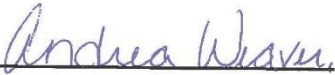

Rev. Code, Sec 5705.39

County Auditor's Office, Union County, Ohio,

Marysville, Ohio, May 27, 2025

To Union County Commissioners

I, Andrea L. Weaver, County Auditor of Union County, Ohio, do hereby certify that the total appropriations from each fund taken together with all other outstanding appropriations, do <sup>1</sup>not exceed the <sup>2</sup> April 8, 2025 amended estimate of resources for the fiscal year beginning January 1<sup>st</sup>, 2025, as determined by the Budget Commission of said County.

  
Andrea L. Weaver, County Auditor,   
Union County, Ohio.

1. If such is not the case strike out the word not
2. Or insert "last amended."

Funds  
352 – Bd of DD

\* \* \*

## UNION COUNTY COMMISSIONERS JOURNAL 2025

May 28, 2025

**ADMINISTRATOR ACTION NO. 25-067A:****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 May 26, 2025.

Vendor	Name	CHECK RUN	Invoice	PO	Invoice Amt	Status	Dept
2245	RICHWOOD BANKING VIS	052825	card 1, apr 2025	20253602	8.96	Pending approval	420
733	MCAULIFFE'S ACE	052825	417054	20253561	20.98	Pending approval	438
8672	KETTERING NETWORK RA	052825	214297	20253544	22.86	Pending approval	438
8690	MERCY HEALTH-REGIONA	052825	214298	20253543	22.86	Pending approval	438
8690	MERCY HEALTH-REGIONA	052825	214385	20253571	22.86	Pending approval	438
521	MASI	052825	5190524	20250493	26.30	Pending approval	422
521	MASI	052825	5190012	20250493	26.30	Pending approval	422
521	MASI	052825	5190097	20250493	26.30	Pending approval	422
7406	AMAZON CAPITAL	052825	1RCJ-X3FH-N6H3	20253553	29.98	Pending approval	422
1873	PARR PUBLIC SAFETY E	052825	INV111534	20253421	30.00	Pending approval	438
6660	CFIS GROUP INC.	052825	47209	20253577	31.90	Pending approval	422
5469	LENOVO INC.	052825	6472757622	20253539	33.24	Pending approval	404
2119	GORDON FLESCH COMPAN	52825	15169086	20250962	33.61	Pending approval	414
2119	GORDON FLESCH COMPAN	052825	IN15167787	20250330	35.00	Pending approval	438
4994	FRASER, DON W.	52825	214562	20253572	35.72	Pending approval	414
521	MASI	052825	5200475	20250493	38.60	Pending approval	422
7311	TAYLOR, JOHN K.	052825	14166	20253584	40.65	Pending approval	422
38	CITY OF MARYSVILLE	05282025	214520	20250852	44.50	Pending approval	470
8756	MARTINEZ, KARLA	052825	travel 3.27, 5.8-9	20253610	47.87	Pending approval	420
978	AEP OHIO	052825	7090 April/May25	20250712	51.39	Pending approval	422
2119	GORDON FLESCH COMPAN	052825	IN15167248	20250137	52.00	Pending approval	438
978	AEP OHIO	052825	7252 April/May25	20250712	56.27	Pending approval	422
2191	AMAZON	052725	1wr1ytlhpgnc	20253642	62.24	Pending approval	434
8362	MILLHOAN, PAMELA	052825	214375	20253575	64.22	Pending approval	438
122	MARYSVILLE PRINTING	052825	56379	20250153	64.76	Pending approval	438
978	AEP OHIO	052825	7002 April/May25	20250712	70.23	Pending approval	422
8659	MEAGLE, SAMANTHA	052825	travel 5.8-9	20253612	73.94	Pending approval	420
1873	PARR PUBLIC SAFETY E	052825	INV111366	20250324	76.00	Pending approval	438
521	MASI	052825	5200068	20250493	78.90	Pending approval	422
7475	ANDERSON, MICHELLE	052825	May25	20253630	83.75	Pending approval	422
7406	AMAZON CAPITAL	052825	1GP6-CXR6-CYC4	20250829	84.85	Pending approval	426
1127	QUILL CORPORATION	052825	44074056	20250266	85.98	Pending approval	472
521	MASI	052825	5190372	20250493	86.85	Pending approval	422
2119	GORDON FLESCH COMPAN	052825	IN15163149	20250251	91.36	Pending approval	438
1484	KLEIBER, JON	052825	2025pg004	20247002	102.32	Pending approval	426
1080	B & C	052825	SV-INV002331	20246859	105.00	Pending approval	472
10280	MCCLARY, CHRISSY	052825	052025	20253568	112.75	Pending approval	404
521	MASI	052825	5200422	20250493	115.80	Pending approval	422
38	CITY OF MARYSVILLE	05282025	214513	20250852	122.10	Pending approval	470
142	OTIS ELEVATOR COMPAN	05282025	F10000226318	20250911	125.00	Pending approval	470
10282	ROSE, TRISHA	052825	05.2025 travel	20253619	129.66	Pending approval	420
6696	ARC DOCUMENT	052825	510HI9342329	20253556	130.90	Pending approval	422
8151	K & M TIRE INC	052825	100120127	20253578	132.33	Pending approval	422
7406	AMAZON CAPITAL	052825	1T9T-1T6P-HKVC	20253576	145.43	Pending approval	422
8625	TRIAD TECHNOLOGIES,	052825	62173112	20253585	158.29	Pending approval	422
7311	TAYLOR, JOHN K.	052825	14153	20253583	159.16	Pending approval	422
521	MASI	052825	5200254	20250493	161.25	Pending approval	422
38	CITY OF MARYSVILLE	05282025	214516	20250852	171.95	Pending approval	470
1320	OCCUPATIONAL HEALTH	052825	42077, 42306	20253611	184.00	Pending approval	420
1873	PARR PUBLIC SAFETY E	052825	INV111429	20250222	202.80	Pending approval	438
4450	WEAVER, ANDREA	052825	051925	20253566	208.68	Pending approval	404
38	CITY OF MARYSVILLE	05282025	214518	20250852	215.82	Pending approval	470
38	CITY OF MARYSVILLE	05282025	214515	20250852	228.94	Pending approval	470



## UNION COUNTY COMMISSIONERS JOURNAL 2025


May 28, 2025

Vendor	Name	CHECK RUN	Invoice	PO	Invoice Amt	Status	Dept
7858	QUADIENT, INC.	052825	Q1852081	20253564	239.13	Pending approval	404
9	AQUA SCIENCE INC	05282025	153384	20247272	244.96	Pending approval	470
6624	CMS COMMUNICATIONS	052825	2502122-IN	20253534	245.32	Pending approval	438
6717	STATE INDUSTRIAL PRO	05282025	903790481	20250923	250.27	Pending approval	470
3204	JOHN DEERE FINANCIAL	052825	April/May25	20253653	263.85	Pending approval	422
1269	DONATOS PIZZA	052825	339367698	20253072	291.67	Pending approval	472
8723	SULLIVAN, ABBY	052825	4/21-5/16/25	20253654	294.58	Pending approval	426
521	MASI	052825	5190590	20250493	299.45	Pending approval	422
10149	YOUNG, BETH A.	052825	10059	20250412	300.00	Pending approval	438
2191	AMAZON	052825	19TL-CLNX-R7HV	20250242	317.90	Pending approval	472
1080	B & C	052825	SV-INV002297	20253559	325.00	Pending approval	438
2245	RICHWOOD BANKING VIS	052825	card 2, Apr 25 purch	20253604	335.17	Pending approval	420
38	CITY OF MARYSVILLE	05282025	214514	20250852	364.72	Pending approval	470
38	CITY OF MARYSVILLE	05282025	214522	20250852	366.97	Pending approval	470
8419	WESLEY, AMY	052825	051925	20253563	391.56	Pending approval	404
1522	CENTURYLINK	05282025	214526	20250851	397.79	Pending approval	470
8725	DIESEL USA GROUP INC	052825	3 085342	20253632	398.54	Pending approval	422
7311	TAYLOR, JOHN K.	052825	14173	20253631	411.67	Pending approval	422
8832	PRIME CONSTRUCTION M	052825	22465-15-05	20253579	414.00	Pending approval	422
4420	AT&T	052825	419R01038105E	20250402	451.47	Pending approval	438
4420	AT&T	052825	419R01040705E	20250402	451.47	Pending approval	438
1127	QUILL CORPORATION	052825	44168593	20250303	485.45	Pending approval	410
1127	QUILL CORPORATION	052725	44071575	20253644	527.07	Pending approval	434
2938	GOVERNMENT FORMS	052824	0354520	20250973	536.19	Pending approval	410
8832	PRIME CONSTRUCTION M	052825	22465-22-01	20253581	591.50	Pending approval	422
1932	TREASURER STATE OF O	052825	2514103	20250217	600.00	Pending approval	438
7676	WOODHULL LLC	052825	INV799252	20250473	603.54	Pending approval	422
38	CITY OF MARYSVILLE	05282025	214523	20250852	672.13	Pending approval	470
39	COLUMBIA GAS OHIO IN	05282025	214510	20250853	684.92	Pending approval	470
451	SMART OIL COMPANY	05282025	214527	20251129	737.11	Pending approval	470
7575	RYAN TRANSPORTATION	052825	W 1-12925	20253574	763.85	Pending approval	438
18	VANCE'S SHOOTERS SUP	052825	1245530-IN	20250203	790.00	Pending approval	438
38	CITY OF MARYSVILLE	05282025	214519	20250852	959.28	Pending approval	470
6066	HOSTETLER, SHELLIE	052825	04.2025 FC	20253608	1,110.00	Pending approval	420
9283	NEAL, RICHARD JOHN	05282025	214537	20253629	1,110.00	Pending approval	412
38	CITY OF MARYSVILLE	05282025	214517	20250852	1,134.80	Pending approval	470
3150	GILBERT, BRAD	052825	05082025	20253227	1,200.25	Pending approval	472
1274	KLEIBER, TAMMY	05282025	214559	20253623	1,216.75	Pending approval	412
1612	BOGGS, ALISON	05282025	214560	20253652	1,252.50	Pending approval	412
8724	QUINLAN, ROBERT III	052825	04.2025 FC	20253607	1,275.00	Pending approval	420
8447	SENTINEL OFFENDER SV	52825	207865	20250940	1,456.68	Pending approval	414
52	DAYTON POWER & LIGHT	05282025	214524	20250855	1,500.00	Pending approval	470
3079	4IMPRINT	052825	13791666	20253176	1,557.68	Pending approval	404
8832	PRIME CONSTRUCTION M	052825	22465-23-01	20253582	1,576.00	Pending approval	422
323	CITY OF DUBLIN	052825	4850	20250472	1,604.40	Pending approval	422
122	MARYSVILLE PRINTING	052825	56387	20253565	1,773.20	Pending approval	404
1414	TREASURER STATE OH	052825	25201753	20253562	2,089.41	Pending approval	404
8832	PRIME CONSTRUCTION M	052825	22465-16-02R	20253600	2,237.00	Pending approval	422
2245	RICHWOOD BANKING VIS	052825	card 3, \$2400.12 Apr	20253603	2,400.12	Pending approval	420
451	SMART OIL COMPANY	052825	102375	20250486	2,505.00	Pending approval	422
1010	JOHNSON, MATTHEW	052825	04.2025 FC	20253606	2,598.51	Pending approval	420
451	SMART OIL COMPANY	052825	105500	20250486	2,667.50	Pending approval	422
516	SILCO FIRE PROTECTIO	05282025	01150323	20247832	2,983.00	Pending approval	470

## UNION COUNTY COMMISSIONERS JOURNAL 2025

May 28, 2025

Vendor	Name	CHECK RUN	Invoice	PO	Invoice Amt	Status	Dept
8661	NECCO, LLC	052825	47	20253609	3,000.00	Pending approval	420
9858	WEX BANK	052825	104814618	20251235	3,246.86	Pending approval	420
8662	BLUEBEAM, INC.	052825	2357705	20253540	3,300.00	Pending approval	422
516	SILCO FIRE PROTECTIO	05282025	11514271	20250921	3,325.36	Pending approval	470
1293	DELL MARKETING LP	052825	10815878248	20253667	3,328.21	Pending approval	404
8430	QUALITY LAWN TREATM	052825	25089	20252371	3,525.00	Pending approval	422
10283	POLLOCK LAW LLC	05282025	688	20253646	3,625.00	Pending approval	412
516	SILCO FIRE PROTECTIO	05282025	1152110	20250921	4,134.43	Pending approval	470
1747	THE COMPUTER WORKSHO	052825	74852	20253613	4,335.00	Pending approval	404
451	SMART OIL COMPANY	052825	105499	20250486	4,616.00	Pending approval	422
9074	WOOD GODWIN, PENNY S	052825	DJFS, Seniors 4.2025	20253599	5,370.00	Pending approval	420
833	VERIZON WIRELESS GRE	052825	6113262246	20253601	5,806.99	Pending approval	420
1747	THE COMPUTER WORKSHO	052825	74834	20253614	5,985.00	Pending approval	404
296	CDC OH INC	05282025	25-015-943	20251809	6,000.00	Pending approval	412
516	SILCO FIRE PROTECTIO	05282025	1151701	20250921	6,069.02	Pending approval	470
1451	TISCH, TERRI L. BLOO	05282025	214554	20253627	7,243.50	Pending approval	412
9859	TYLER TECHNOLOGIES I	052825	060116518	20252382	10,000.00	Pending approval	404
10246	HAMMONTREE & ASSOC.	052825	202500944	20252972	10,400.00	Pending approval	422
8832	PRIME CONSTRUCTION M	052825	22465-19-03	20253580	12,029.25	Pending approval	422
4569	WEX INC.	052825	104815502	20250322	12,885.08	Pending approval	438
739	UC HUMANE SOCIETY	05282025	#Q2/25	20251417	23,437.50	Pending approval	412
9281	STRAND ASSOCIATES	052825	224471	20253587	24,799.14	Pending approval	422
9410	FLOCK GROUP INC	05282025	INV-64258	20253628	27,000.00	Pending approval	412
557	SHELLY MATERIALS INC	052825	2768026	20253586	32,404.92	Pending approval	422
9380	NICOL, DEREK R	052825	22485	20253633	35,770.00	Pending approval	422
516	SILCO FIRE PROTECTIO	05282025	1151427	20247832	42,192.31	Pending approval	470
9859	TYLER TECHNOLOGIES I	052825	060-116518a	20252381	45,000.00	Pending approval	404

  
 Administrator
5-28-25  
5/28/2025
 C.J. 2025  
 25-061A  
 Date 5/28/2025

\* \* \*

## UNION COUNTY COMMISSIONERS JOURNAL 2025

May 28, 2025

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ADMINISTRATOR ACTION NO. 25-068A:**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
802	1	05/22/2025	transfer	05/22/2025	Pending approval	Michelle	25002300	530100		Waldo Rd precast beams	05/22/2025	D	19,500
802	2	05/22/2025	transfer	05/22/2025	Pending approval	Michelle	25002300	530500		Waldo Rd precast beams	05/22/2025	I	19,500

ADD'L DESC: Waldo Road Precast Beams

---

  
Administrator

5-28-25  
5/28/2025

## UNION COUNTY COMMISSIONERS JOURNAL 2025

May 28, 2025

**TRANSFER FORM**

\_\_\_\_\_ Wednesday (Due to the Auditor by noon Monday)

Department: Mental Health and Recovery BoardDate: May 19, 2025**RESOLUTION RE: TRANSFER OF FUNDS**A motion was made by \_\_\_\_\_ and seconded by \_\_\_\_\_  
to approve the following transfer (s):

<b>From:</b> <u>Mental Health &amp; Recovery Board</u>	<u>310MH200</u>	<u>Contracts/Agencies</u>	<u>Exp</u>	<u>530100</u>	
Fund Name	Org Number	Object Name		Object Number	Project Number
<b>To:</b> <u>General</u>	<u>04380000</u>	<u>Sheriff's Fees</u>	<u>Rev</u>	<u>420104</u>	
Fund Name	Org Number	Object Name		Object Number	Project Number
	<b>Amount: \$</b>	<u>22.50</u>			

<b>From:</b> _____	_____	_____	<u>Exp</u>	_____	_____
Fund Name	Org Number	Object Name		Object Number	Project Number
<b>To:</b> _____	_____	_____	<u>Rev</u>	_____	_____
Fund Name	Org Number	Object Name		Object Number	Project Number
	<b>Amount: \$</b>	_____			

<b>From:</b> _____	_____	_____	<u>Exp</u>	_____	_____
Fund Name	Org Number	Object Name		Object Number	Project Number
<b>To:</b> _____	_____	_____	<u>Rev</u>	_____	_____
Fund Name	Org Number	Object Name		Object Number	Project Number
	<b>Amount: \$</b>	_____			

<b>From:</b> _____	_____	_____	<u>Exp</u>	_____	_____
Fund Name	Org Number	Object Name		Object Number	Project Number
<b>To:</b> _____	_____	_____	<u>Rev</u>	_____	_____
Fund Name	Org Number	Object Name		Object Number	Project Number
	<b>Amount: \$</b>	_____			

**Reason for Request:**

Reimburse the cruiser fee for transporting a patient to River Vista Behavioral Health, 1599 Alum Creek Drive, Columbus, Ohio, on Monday, May 19, 2025.

Deputy Zach Reinhold and Deputy Elizabeth Zizelman completed the patient transport.

Invoice #2025-61

Approved by Administrator W.A.W.**Roll call vote resulted as follows:**cc: Auditor  
Originator  
Resolution FileSteve Robinson \_\_\_\_\_  
Tom McCarthy \_\_\_\_\_  
Dave Lawrence \_\_\_\_\_

C.J. \_\_\_\_\_, Page \_\_\_\_\_

Date: \_\_\_\_\_

**REQUESTER ACKNOWLEDGEMENT:** *I have reviewed the above-referenced accounts and have verified that appropriations are available, and free of prior encumbrances (including blanket purchase orders):* \_\_\_\_\_

revised 1/2/2025

C.J. 2025  
25-0108A  
Date 5/28/2025Auditor's Office Approval JK

**UNION COUNTY COMMISSIONERS JOURNAL 2025**  
**May 28, 2025**

**TRANSFER FORM**

5/14 Wednesday (Due to Auditor by noon Monday)

Department: Human Services Date: 5/5/2025

**RESOLUTION RE: TRANSFER OF FUNDS**

A motion was made by \_\_\_\_\_ and seconded by \_\_\_\_\_  
to approve the following transfer (s):

<b>From:</b>	<u>PA</u> <small>Fund Name</small>	<u>35001508</u> <small>Org Number</small>	<u>Medical Assistance</u> <small>Object Name</small>	<u>Exp</u>	<u>530600</u> <small>Object Number</small>	<u>Project Number</u>
<b>To:</b>	<u>UCATS</u> <small>Fund Name</small>	<u>36044508</u> <small>Org Number</small>	<u>Charge for Services</u> <small>Object Name</small>	<u>Rev</u>	<u>420107</u> <small>Object Number</small>	<u>Project Number</u>
		<b>Amount: \$</b>	<b>\$</b>	<b>4,449.44</b>		

<b>From:</b>	<u>                    </u> <small>Fund Name</small>	<u>                    </u> <small>Org Number</small>	<u>                    </u> <small>Object Name</small>	<u>Exp</u>	<u>                    </u> <small>Object Number</small>	<u>Project Number</u>
<b>To:</b>	<u>                    </u> <small>Fund Name</small>	<u>                    </u> <small>Org Number</small>	<u>                    </u> <small>Object Name</small>	<u>Rev</u>	<u>                    </u> <small>Object Number</small>	<u>Project Number</u>
		<b>Amount: \$</b>	<u>                    </u>			

<b>Reason for Request:</b>		<b>Transfer total:</b>	
<u>April 2025 NET transportation - \$4354.27</u>	\$	<u>4,449.44</u>	
<u>Q1 2025 rate reconciliation adjustment - \$95.17</u>	\$	<u>-</u>	
	\$	<u>-</u>	
	\$	<u>-</u>	
	\$	<u>-</u>	

Approved by Administrator WAA

Roll call vote resulted as follows:

cc: Auditor

Dave Lawrence  
Thomas A. McCarthy  
Steve Robinson

C.J.:  
Date:

**REQUESTER ACKNOWLEDGEMENT:**

I have reviewed the above-referenced accounts and have verified that appropriations are available, and free of prior encumbrances (including blanket purchase orders):

Jackie Hites

Auditor's Office Approval \_\_\_\_\_



**UNION COUNTY COMMISSIONERS JOURNAL 2025**  
**May 28, 2025**

**TRANSFER FORM**

\_\_\_\_\_ Wednesday (Due to the Auditor by noon Monday)

Department: Union County Engineer Date: May 22, 2025

**RESOLUTION RE: TRANSFER OF FUNDS**

A motion was made by \_\_\_\_\_ and seconded by \_\_\_\_\_  
to approve the following transfer (s):

From: <u>Road &amp; Bridge</u>	<u>25242208</u>	Sheriff's Deputy	Exp	<u>510150</u>	
<small>Fund Name</small>	<small>Org Number</small>	<small>Object Name</small>		<small>Object Number</small>	<small>Project Number</small>
To: <u>Rotary</u>	<u>20943808</u>	Scales	Rev	<u>420120</u>	
<small>Fund Name</small>	<small>Org Number</small>	<small>Object Name</small>		<small>Object Number</small>	<small>Project Number</small>
	<b>Amount: \$</b>	<u>955.02</u>			

From: _____	_____	_____	Exp	_____	
<small>Fund Name</small>	<small>Org Number</small>	<small>Object Name</small>		<small>Object Number</small>	<small>Project Number</small>
To: _____	_____	_____	Rev	_____	
<small>Fund Name</small>	<small>Org Number</small>	<small>Object Name</small>		<small>Object Number</small>	<small>Project Number</small>
	<b>Amount: \$</b>	_____			

From: _____	_____	_____	Exp	_____	
<small>Fund Name</small>	<small>Org Number</small>	<small>Object Name</small>		<small>Object Number</small>	<small>Project Number</small>
To: _____	_____	_____	Rev	_____	
<small>Fund Name</small>	<small>Org Number</small>	<small>Object Name</small>		<small>Object Number</small>	<small>Project Number</small>
	<b>Amount: \$</b>	_____			

From: _____	_____	_____	Exp	_____	
<small>Fund Name</small>	<small>Org Number</small>	<small>Object Name</small>		<small>Object Number</small>	<small>Project Number</small>
To: _____	_____	_____	Rev	_____	
<small>Fund Name</small>	<small>Org Number</small>	<small>Object Name</small>		<small>Object Number</small>	<small>Project Number</small>
	<b>Amount: \$</b>	_____			

**Reason for Request:**

Reimbursement request for overtime wages and fringe benefits for Deputy Pete Lenhardt while working Commercial Vehicle Enforcement.

Deputy Lenhardt worked on Friday, May 2, 2025; Monday, May 5, 2025 and Friday, May 9, 2025; 1300-1700 each day.

Invoice #2025-62

Approved by Administrator W.A.U.

Roll call vote resulted as follows:

cc: Auditor  
Originator  
Resolution File

Steve Robinson \_\_\_\_\_  
Tom McCarthy \_\_\_\_\_  
Dave Lawrence \_\_\_\_\_

C.J. \_\_\_\_\_, Page \_\_\_\_\_  
Date: \_\_\_\_\_

**REQUESTER ACKNOWLEDGEMENT:** *I have reviewed the above-referenced accounts and have verified that appropriations are available, and free of prior encumbrances (including blanket purchase orders):* MA

revised 1/2/2025

Auditor's Office Approval

JK 5/27/25

\* \* \*

## UNION COUNTY COMMISSIONERS JOURNAL 2025

May 28, 2025

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\*County Administrator William Narducci provided the following updates:

- He was part of a call to EPA with Jeremy Hoyt regarding the 208 Plan updates. As part of the Clean Water Act, there was a push to have individual areawide plan updates. There are smaller regional plans around the state made up of two to five counties, but there are 64 counties that are under the EPA's plan. Union County is under the EPA's plan. MORPC and EPA have been talking about a five county wide plan. It would be adjoining counties, and Union County would be part of this. There is interest in Union County having their own plan. The issue is different entities serve the county. Those include, Franklin County, Delaware County, Mid-Ohio. There has to be a dispute resolution drawn up and buy-in from those entities. There will have to be a lot of conversations with these entities and sometimes they can be contentious. He anticipates the dispute resolution will be the hardest part of this.
- The Job and Family Foster Parent Walk of Fame is tomorrow, and he cannot attend. He asked if a Commissioner would be able to go.
- He met with Sheriff Justice to talk about the Collective Bargaining Contract that expires at the end of this year. Commissioner Robinson was there as well.
- There is a vacancy on the Jerome Village Community Authority Board of Trustees. He serves on this board, and the meetings are twice a year. This is a seven member board. Four of the appointees are from the Commissioners, and three are from developers. He has met with a potential candidate but is open to feedback from the Commissioners on how they would like this vacancy to be filled.
- Commissioner Robinson suggested the candidate come in so the Board could ask questions and learn their background.
- Mr. Narducci stated there are no requirements to be on the Board, but they do not need to live in Jerome Village.
- He had a brief conversation with Adam Negley. Mental Health and Recovery Board can potentially acquire more space to offer their services.
- Commissioner Robinson asked if it would be purchased or rented, and Mr. Narducci stated it would be purchased.
- He will be out of the office on Friday.

\* \* \*

\*Assistant County Prosecutor Thayne Gray provided the following updates:

- He received an email regarding Purdue Pharma's bankruptcy settlement. This is only for information about where to send the solicitation and information materials. He will get those submitted. The payments to the county should increase, but he does not remember by how much.

\* \* \*

\*Clerk to the Board of Commissioners Mallory Lehman provided the following updates:

- No report.

\* \* \*

\*Commissioner David A. Lawrence provided the following updates:

- No report.

\* \* \*



## UNION COUNTY COMMISSIONERS JOURNAL 2025

May 28, 2025

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\*Commissioner Tom McCarthy provided the following updates:

- He attended a conference last Friday about economic development in Union County.
- He attended the Marysville Business Owners meeting yesterday.

\* \* \*

Commissioner Steve Robinson provided the following updates:

- He met with Sheriff Justice and Mr. Narducci to talk about the Collective Bargaining Agreement.
- He has been in contact with Wayne Dellinger from OSU Extension to give a presentation on ticks at the next Elected Official Department Head meeting.

\* \* \*

\*Received the following plats:


- Curry Farm, Phase 1 – Final Plat
- Curry Farm, Phase 2 – Final Plat
- Jerome Village, Eversole Run Neighborhood, Section 8 (ERN-8), Phase 2 – Final Plat
- Glacier Pointe, Section 5, Phase 1 – Final Plat

\* \* \*

\*Commissioner Steve Robinson adjourned the meeting at 11:06 a.m.


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The preceding Minutes were read and approved June 18, 2025.

 Digitally signed by David A. Lawrence  
DN: cn=David A. Lawrence, o=Commissioners,  
ou=Commissioners,  
email=mllehman@unioncountyohio.gov, c=US  
Date: 2025.06.18 14:02:35 -04'00'  
Adobe Acrobat version: 2020.005.30774


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David A. Lawrence  
Commissioner

 Digitally signed by  
Tom McCarthy  
Date: 2025.06.18  
14:05:33 -04'00'

---

Tom McCarthy  
Commissioner

 Digitally signed by Mallory Lehman  
DN: cn=Mallory Lehman,  
o=Commissioners, ou=Assistant Clerk to  
the Board,  
email=mllehman@unioncountyohio.gov,  
c=US  
Date: 2025.06.18 14:06:09 -04'00'  
Adobe Acrobat version: 2020.005.30774

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Mallory Lehman, Clerk to the Board