

UNION COUNTY COMMISSIONERS JOURNAL 2025

November 19, 2025

---

The Union County Commissioners met in regular session this 19<sup>th</sup> day of November 2025, with the following members present:

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

\* \* \*

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

\* \* \*

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

\* \* \*

## UNION COUNTY COMMISSIONERS JOURNAL 2025

November 19, 2025

**RESOLUTION NO. 25-495:****Disposal Form – 2011 Dodge Charger – Sheriff**

The Board of County Commissioners hereby approves the Disposal Form – 2011 Dodge Charger.

**County Property Disposal Form**

**Department Submitting:** Sheriff's Office

*Equipment Designation Options: (1) Destroy/Recycle, (2) Public Auction, (3) Sale, (4) Trade, (5) \*Transferred to other County Department*

*\*If the item is being transferred, please complete the "New Location" column with the name of the Department that is receiving the item.*

Tag #	Short Description of Equipment	Disposition #	New Location	Date	Est. Value
8028	2011 Dodge Charger 2B3CL1CTXBH552041	4		10/25/25	\$1,000

  
(Signature of Submitter)

C.J. 2025  
Date 25-405  
11/19/2025

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

November 19, 2025

**RESOLUTION NO. 25-496:****Disposal Form – 2013 Ford Expedition – Sheriff**

The Board of County Commissioners hereby approves the Disposal Form – 2013 Ford Expedition.

**County Property Disposal Form**

Department Submitting: Sheriff's Office

Equipment Designation Options: (1) Destroy/Recycle, (2) Public Auction, (3) Sale, (4) Trade, (5) \*Transferred to other County Dept.

\*If the item is being transferred, please complete the "New Location" column with the name of the Department that is receiving the item.

Tag #	Short Description of Equipment	Disposition #	New Location	Date	Est. Value
8001	2013 Ford Expedition VIN:1FMJU1G51DEF12323	4		10/23/25	\$300

  
(Signature of Submitter)

C.J. 2025  
Date 11/19/2025

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

November 19, 2025

**RESOLUTION NO. 25-497:****Disposal Form – Electronics – Board of Elections**

The Board of County Commissioners hereby approves the Disposal Form – Electronics.

**County Property Disposal Form**

Department Submitting: Board of Elections

Equipment Designation Options: (1) Destroy/Recycle, (2) Public Auction, (3) Sale, (4) Trade, (5) \*Transferred to other County Dept.

\*If the item is being transferred, please complete the "New Location" column with the name of the Department that is receiving the item.

Tag #	Short Description of Equipment	Disposition #	New Location	Date	Est. Value
27510	Dell Optiplex	1		10/21/25	\$0
23136	Dell Monitor	1		10/31/25	\$0
23135	Dell Monitor	1		10/31/25	\$0
28381	Cisco Meraki	2		10/31/25	\$0
28365	Balatar PC	1		10/31/25	\$0
26279	Server	1		10/31/25	\$0

Brandon [Signature]  
(Signature of Submitter)

C.I. 2025  
Date 25-497  
11/19/2025

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

November 19, 2025

---

RESOLUTION NO. 25-498:**A Resolution Authorizing the Release of the CHIP Mortgage from Harold L. Hoffman and Barbara Hoffman Dated April 22, 2019 – Commissioners**

The Board of County Commissioners hereby approves A Resolution Authorizing the Release of the CHIP Mortgage from Harold L. Hoffman and Barbara Hoffman Dated April 22, 2019.

**RESOLUTION No. 25-498****A RESOLUTION AUTHORIZING THE RELEASE OF THE CHIP MORTGAGE FROM HAROLD L. HOFFMAN AND BARBARA HOFFMAN DATED APRIL 22, 2019**

WHEREAS, On April 22, 2019, Harold L Hoffman and Barbara Hoffman gave a mortgage, recorded as Instrument No. 201905060003148, Union County Records, to Union County on their residential property, identified as Union County Parcel No. 29-0005072.0000 at 3236 Sycamore Street, Marysville, Ohio (the Property), to secure repayment of a Community Housing Impact and Preservation (CHIP) program for \$39,850.00 with a term of 5 years; and

WHEREAS, the five-year term of the Note secured by the Mortgage expired on April 24, 2024; and

WHEREAS, the mortgagors have kept the terms and conditions of the Note and the Mortgage;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, UNION COUNTY, OHIO, THAT:

Section 1. The signing and delivery of the Release and Satisfaction of the said Mortgage by Harold L. Hoffman and Barbara Hoffman is authorized and approved.

Section 2. The Clerk is authorized and directed to record the Release and Satisfaction and send the recorded Release to Harold Hoffman.

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

David A. Lawrence introduced this resolution and moved its passage;  
Steve Robinson seconded the motion; and after discussion, the chair called a roll call vote, and the results were:

Steve Robinson      ☒ Yes      No

Tom McCarthy      ☒ Yes      No

Dave Lawrence      ☒ Yes      No

Passed: November 19, 2025

BOARD OF COUNTY COMMISSIONERS  
UNION COUNTY, OHIO

UNION COUNTY COMMISSIONERS JOURNAL 2025

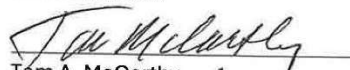
November 19, 2025

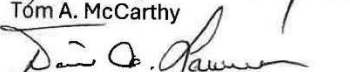
---

ATTEST:

  
Mallory Lehman, Clerk

  
Steve Robinson

  
Tom A. McCarthy

  
David A. Lawrence

Approved as to Form:

  
Thayne D. Gray  
Assistant Prosecuting Attorney

UNION COUNTY COMMISSIONERS JOURNAL 2025  
November 19, 2025

202511190010266 11/19/2025  
Pages: 3 F: \$0.00 2:14 PM  
Karen J. Riffe T20250007650  
Union County Recorder DOC: RELEASE

**RELEASE OF MORTGAGE**

The TERMS and CONDITIONS of the Mortgage given by, Harold L. Hoffman and Barbara Hoffman ("Mortgagee," whether one or more), dated April 22, 2019 and recorded on May 6, 2019 as Instrument No. 201905060003148 in the Office of the County Recorder, Union County, Ohio, which is a lien on the real property, identified as Parcel No. 29-0005072.0000, located at 326 Sycamore Street, Marysville, Ohio, having been satisfied, the Union County Commissioners Release the lien of that Mortgage and authorize the Recorder to discharge the same of record.

SIGNED and effective this November 19, 2025.

UNION COUNTY COMMISSIONERS

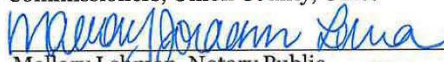
By   
Steve Robinson, Commissioner

State of Ohio; County of Union) ss:

The foregoing instrument was acknowledged before me on November 19, 2025, by Steve Robinson, president of the Board of County Commissioners, Union County, Ohio.



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

  
Mallory Lehman, Notary Public  
Commission Expires: August 6, 2029

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

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

November 19, 2025

**RESOLUTION NO. 25-499:****Cooperation Statement PID Number 121507 UNI-CR67-3.408 Replacing the Steel Truss Bridge over Big Darby Creek – Engineer**

The Board of County Commissioners hereby approves the Cooperation Statement PID Number 121507 UNI-CR67-3.408 Replacing the Steel Truss Bridge over Big Darby Creek.

PID Number 121507

**PRELIMINARY LEGISLATION**  
**RC 5521.01**

Resolution Number

25-499

PID Number 121507

UNI-CR67-3.408

ODOT Agreement Number 41106

The following is a Resolution enacted by the Board of Commissioners of UNION County, Ohio, hereinafter referred to as the Local Public Agency (LPA), in the matter of the described project.

**SECTION I - Project Description**

WHEREAS, UNION County has identified the need for the described project:

This project proposes replacing the steel truss bridge over Big Darby Creek. The historic bridge will be salvaged and moved for re-use.

NOW THEREFORE, be it resolved by the Board of Commissioners of UNION County, Ohio;

**SECTION II - Cooperation Statement**

The LPA shall cooperate with the Director of Transportation in the described project.

**SECTION III - Authority to Sign**

The County Engineer is hereby empowered on behalf of the County to enter into contracts with the Director of Transportation necessary to complete the above described project.

Passed: November 19, 2025.  
 (Date)

Attested: Melany Lehman  
 (Clerk)

UNION COUNTY  
 COMMISSIONERS

[Signature]  
[Signature]  
[Signature]

This Resolution is hereby declared to be an emergency measure to expedite the transportation project and to promote transportation safety. Following appropriate legislative action, it shall take effect and be in force immediately upon its passage and approval, otherwise it shall take effect and be in force from and after the earliest period allowed by law.

CERTIFICATE OF COPY

## UNION COUNTY COMMISSIONERS JOURNAL 2025

November 19, 2025

PID Number 121507

STATE OF OHIO

Board of County Commissioners  
UNION County, Ohio

I, Mallory Lehman as Clerk of the Board of Commissioners of UNION County, Ohio, do hereby certify that the foregoing is a true and correct copy of the Resolution adopted by the legislative Authority of the said Board of Commissioners on the 19 day of November, 2025, that the publication of such Resolution has been made and certified of record according to law; that no proceedings looking to a referendum upon such Resolution have been taken; and that such Resolution and certificate of publication thereof are of record in Resolution Record Number 25-499, Page \_\_\_\_\_.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, if applicable, this 19 day of November, 2025.

Mallory Lehman  
Clerk

(SEAL)  
(If Applicable)

Board of Commissioners  
UNION County, Ohio

The foregoing is accepted as a basis for proceeding with the project herein described.

For the Board of County Commissioners  
UNION County, Ohio

Attest: \_\_\_\_\_, Date \_\_\_\_\_  
Contractual Officer

For the State of Ohio

Attest: \_\_\_\_\_, Date \_\_\_\_\_  
Director, Ohio Department of Transportation

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**  
**November 19, 2025**

---

**RESOLUTION NO. 25-500:****Bid Award for the Courthouse Cabling Project – Network9, LLC – Commissioners**

The Board of County Commissioners hereby approves the Bid Award for the Courthouse Cabling Project – Network9, LLC.

**OWNER-CONTRACTOR AGREEMENT**

**Owner:**

Union County Board of Commissioners  
233 West Sixth Street  
Marysville, Ohio 43040

**Contractor:**

Network9, LLC  
8525 Rausch Dr. Suite A  
Plain City, OH 43064

**Contact:** Gilbert James Wilson

**Phone:** 614-563-1009

**Email:** gwilson@network9.com

**Project:** I.T. Network Cable Replacement Project

**Location:**

Union County Courthouse  
215 West Fifth Street  
Marysville, Ohio 43040

Owner, a political subdivision of the State of Ohio, and Contractor have entered into this Owner-Contractor Agreement ("Agreement") as of the date signed by Owner ("Effective Date"). The Project consists of, but is not limited to, I.T. Network Cable and Components Replacement at the Union County Courthouse (the "Project"). The Contractor was awarded the Contract for the Work pursuant to the statutory bidding process.

The Project Owner and Contractor agree as follows:

**1. WORK.**

- 1.1. Contractor will furnish all the labor, services, materials, plant, equipment, tools, scaffolds, appliances, and all other things (collectively called the "Work") necessary for the timely and proper completion of the Project.
- 1.2. Contractor must at all times furnish sufficient skilled workers, materials, and equipment to perform the Work in strict conformance with the Contract Documents and to the entire satisfaction of Owner, so as to complete the Project by the Date for Substantial Completion. All materials and equipment provided must be new, free from all defects, fit for the purpose for which intended, and merchantable.
- 1.3. Contractor will assign a competent Project Supervisor. At the Owner's request, Contractor will replace the Project Supervisor, provided that the request is reasonable. Owner will not be responsible for the acts or omissions of the Project Supervisor or his assistants.
- 1.4. Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or it make its parts fit together properly.

**2. CONTRACT DOCUMENTS.**

- 2.1. The Contract Documents consist exclusively of the following documents incorporated by reference:

- A. Legal Notice;
- B. Instructions to Bidders;
- C. Bid Form;
- D. Owner-Contractor Agreement, including all exhibits attached hereto;
- E. Drawings prepared by prepared by Mark Lecky Architects, LLC, dated June 23, 2022;
- F. Executed Bid Guaranty and Contract Bond;
- G. Sales & Use Tax/ Construction Contract Exemption Certificate;
- H. Statement of Claim Form;
- I. Design Professional's Certificate of Substantial Completion;
- J. Contractor's Affidavit of Payment or Amounts Withheld;
- K. Contractor's Qualification Statement;
- L. Contractor Waiver and Release Affidavit;
- M. Subcontractors/ Suppliers Waiver and Release Affidavit;
- N. Contractor's Final Lien Waiver and Release Affidavit;



**UNION COUNTY COMMISSIONERS JOURNAL 2025**  
**November 19, 2025**

- O. Subcontractors/ Suppliers Final Lien Waiver and Release Affidavit;
- P. Pre-Bid Substitution Form;
- Q. Addenda issued;
- R. Executed Contractor's Personal Property Tax Affidavit (O.R.C. 5719.042);
- S. Non-Collusion Affidavit; and
- T. Modifications issued after the execution of the contract, including:
  - a. A written amendment to the Agreement signed by both parties;
  - b. A Change Order; or
  - c. A Construction Change Directive

- 2.2. Contractor agrees that it will use the State of Ohio Subcontract Form for all subcontracted work.
- 2.3. Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings. Days shall mean calendar days unless noted otherwise.
- 2.4. Notwithstanding anything in the Contract Documents to the contrary, in the event of any inconsistency, the provisions of this Agreement shall control over any other Contract Document, proposal, document, or other attachment. In the event inconsistencies, conflicts, or ambiguities between or among the Contract Documents are discovered after execution of the Agreement, Contractor shall provide the better quality or greater quantity of Work or comply with the more stringent requirements.

### 3. OWNER REPRESENTATIVE AND DESIGN PROFESSIONAL.

- 3.1. **Design Professional.** The Design Professional for this Project is Mark Lecky Architects, LLC. The Design Professional prepared the drawings for the Work. The Contractor will coordinate with the Design Professional, as instructed by the Owner.
- 3.2. Jimmie Inskeep, Union County Facilities Manager, is the Owner's Representative with respect to all matters involving Owner.
- 3.2.1. Except as specifically stated to the contrary elsewhere in this Agreement, Contractor will direct all communications to Owner through the Owner's Representative.
- 3.3. Contractor will coordinate the Work with the Owner and Owner's separate contractors, consultants, or other agents. Contractor will provide access to the Work at all times.

### 4. TIME FOR COMPLETION AND PROJECT COORDINATION.

- 4.1. **Contract Time.** The Work shall commence as of the Effective Date of this Agreement (the "Date of Commencement"), with all associated Work being completed on or before ~~January 30, 2026~~ (the "Date for Substantial Completion"). Substantial Completion Date shall be February 24, 2026 *MF/L*

4.1.1. **Substantial Completion.** Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. Notwithstanding anything in the Contract Documents to the contrary, this shall include, but is not limited to, start up and successful testing of all systems and equipment.

4.1.2. Following Substantial Completion of the Work or a designated portion thereof, as certified by the Design Professional or confirmed by the Owner, and Owner's receipt of consent of the Contractor's surety, if any, the Owner shall make a payment of retainage applying to such Work. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents. The Owner is entitled to withhold 200% of the value of such incomplete or nonconforming Work.

4.1.3. **Date of Final Completion.** Final Completion shall mean that the Work is complete in all respects in accordance with the Contract Documents and the Contractor has submitted to the Owner all required documents. The date of Final Completion shall be within 30 calendar days from the Date of Substantial Completion.

## UNION COUNTY COMMISSIONERS JOURNAL 2025

November 19, 2025

---

**4.2. Time is of the Essence.** THE DATES IN THE CONTRACT DOCUMENTS ARE OF THE ESSENCE OF THIS AGREEMENT. CONTRACTOR WILL PROSECUTE ITS WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS, INCLUDING ANY AMENDMENTS THERETO.

**4.3. Contractor's Construction and Submittal Schedules**

**4.3.1.** The Contractor shall prepare for Owner's review and approval the construction schedule ("Construction Schedule") and a corresponding detailed schedule of values pursuant to the Ohio Revised Code Section 153.13 within seven (7) calendar days after the Effective Date. The schedule of values must be broken out into labor and materials for each line item. The Contractor shall prepare the Construction Schedule in Critical Path Method ("CPM") format unless provided otherwise in the Contract Documents or otherwise in writing by the Owner. Each major category of Work shall be shown separately in the Construction Schedule with all the significant activities involved, showing durations of time, manpower requirements, and restraints. The Construction Schedule is for the purpose of coordinating the timing, phasing, and sequence of the Work of the Contractor and shall not change or modify the Date for Substantial Completion. The Date for Substantial Completion shall only be changed or modified by Change Order, other Modification, or a Claim that is Finally Resolved, regardless of the dates in the Construction Schedule.

**4.3.1.1.** The Contractor shall update the Construction Schedule each month;

**4.3.1.2.** The Construction Schedule shall be manpower loaded;

**4.3.1.3.** The Contractor shall, on a weekly basis, prepare and submit to the Owner a written report describing the activities begun or finished during the preceding week, Work in progress, expected completion of the Work, a look-ahead projection of all activities to be started or finished in the upcoming two (2) weeks, including without limitation the Contractor's workforce crew size and total resource hours associated with such Work and any other information requested;

**4.3.1.4.** The float in the Construction Schedule and any updates to it shall belong to the Owner. Float shall mean the amount of time by which activities may be delayed without affecting the Date for Substantial Completion; and

**4.3.1.5.** The Contractor's obligation to submit requested scheduling information is a material term of its Contract. If the Contractor fails to submit requested scheduling information in writing within five (5) days of a request for such information from the Owner, the Contractor shall pay and the Owner may withhold from the Contractor Liquidated Damages at the rate of Fifty Dollars (\$50.00) a day for each calendar day thereafter that the Contractor fails to submit the requested information.

**4.3.2.** The Contractor shall perform the Work in accordance with the most recent Construction Schedule submitted to the Owner, provided that the Contractor shall comply with any orders under Section 4.3.3. However, preparation of such schedule shall not constitute a waiver of the Owner's rights under the Contract to have the Work completed by the Date for Substantial Completion.

**4.3.3.** If the Owner determines that the performance of the Work has not progressed so that it is likely that the Contractor will not achieve Substantial Completion of its Work by the Date for Substantial Completion, the Owner shall have the right to order the Contractor to take corrective measures necessary to expedite the Work, including, without limitation: (i) working additional shifts or overtime; (ii) supplying additional manpower, equipment, and facilities, and (iii) other similar measures ("Corrective Measures"). If the Owner orders the Contractor to take such corrective measures, the Contractor shall take and continue such Corrective Measures until the Owner is satisfied that the Contractor is likely to achieve Substantial Completion of its Work by its Date for Substantial Completion.

**4.3.3.1.** The Contractor shall not be entitled to adjustment in the Contract Sum in connection with the Corrective Measures required by the Owner pursuant to this Section 4.3.3, unless the Contractor is able to establish that it is entitled to additional compensation under the terms of the Contract Documents.

**4.4. Delays and Accelerations.**

**4.4.1. Notice of Delays.** Contractor will give Owner written notice of any delay affecting its Work in the form and with the information specified in the Contract Documents within forty-eight (48) hours of the commencement of the delay; provided that the 48-hour notice will be extended to ten (10) days for



## UNION COUNTY COMMISSIONERS JOURNAL 2025

November 19, 2025

unusually severe weather conditions not reasonably anticipatable. The failure to give the required notice constitutes an irrevocable waiver of Contractor's right to seek an extension of time and/or additional compensation/damages for the delay.

- 4.4.2. Acceleration of the Work.** Owner may require Contractor to accelerate its Work by adding workers or working additional shifts, extended shifts or overtime, so that the Work is in final form before the Date for Substantial Completion. If Owner requires Contractor to accelerate its Work, Contractor will within five (5) days take the required action, and Owner thereafter will issue a Change Order increasing the Contract Sum to pay for Contractor's additional costs of accelerating its Work so that the Work is in final form before the Date for Substantial Completion. If there is a dispute as to whether Contractor is entitled to a Change Order for accelerating its Work, Contractor must proceed to accelerate its Work without waiting for a Change Order or payment of any additional compensation, but may reserve its right to make a claim against Owner for its additional costs incurred in accelerating its Work. Contractor's additional costs for accelerating its Work will be determined in accordance with Section 4.4.3.

**4.4.3. Compensation for Acceleration of the Work.**

**4.4.3.1. Owner's Obligation to Pay.** When Owner initiates the acceleration of the Work, Owner will pay Contractor, as provided in Section 4.4.3.2, for Contractor accelerating its Work so that its Work is substantially complete by the Date for Substantial Completion. However, when Contractor's Work is ordered to be accelerated as a result of Contractor's own fault or the fault of its subcontractors or suppliers, Owner will not pay Contractor for such acceleration.

**4.4.3.2. Compensation for Acceleration of the Work.** To the extent that Owner requires Contractor to accelerate its Work so that the Work is in final form before the Date for Substantial Completion, Owner will pay Contractor for Contractor's reasonable additional costs of accelerating its Work, as determined in accordance with this section. The additional costs of accelerating the Work will be (a) any premium for overtime, additional shift work, or extended shift work, (b) the cost of any additional supervision or general conditions required by the acceleration, (c) out of pocket cost of any additional equipment required for the acceleration, (d) to the extent Contractor can document lost productivity due to the acceleration, the cost associated with such lost productivity, and (e) overhead, including home office overhead, and profit equal to 10% of the total amount of the other items for which additional compensation is permitted under this section. The foregoing are the only additional compensation and/or damages Contractor will be entitled to receive for accelerating its Work so that it is complete before the Date for Substantial Completion. As a condition precedent to its recovery of additional compensation, Contractor must provide Owner with full information about the costs of accelerating its Work in the form and format requested by Owner.

**5. CORRECTIVE ACTION.**

- 5.1.** If Owner determines that Contractor is in default by not cooperating or coordinating its Work properly with its subcontractors, not supplying sufficient skilled workers, not cleaning up the Project, not furnishing the necessary materials, equipment, or any temporary services or facilities to perform the Work in strict conformance with the Contract Documents, or Contractor is not on schedule, or is not otherwise performing its obligations under the Contract Documents, CONTRACTOR MUST WITHIN TWO (2) BUSINESS DAYS AFTER NOTICE OF SUCH DETERMINATION, (1) COMMENCE SUCH ACTION AS IS NECESSARY TO CORRECT THE DEFICIENCIES NOTED BY OWNER, (2) PROCEED TO CORRECT SUCH DEFICIENCIES WITHIN FIFTEEN (15) DAYS OF SUCH NOTICE OR, (3) IF OWNER INSTRUCTS CONTRACTOR TO TAKE URGENT CORRECTIVE ACTION TO PROTECT PERSONS OR PROPERTY, IMMEDIATELY TAKE SUCH CORRECTIVE ACTION, including but not limited to increasing the number of skilled workers, providing temporary services or facilities, and cleaning up the Project. Such corrective action shall be taken and continued without interruption and without waiting to initiate any dispute under this Agreement or the resolution of any dispute initiated under this Agreement. Failure to comply with this provision shall be an additional default.

**6. COMPENSATION.**

- 6.1. Contract Sum.** The Contract Sum to be paid by Owner to Contractor, as provided herein, for the satisfactory performance and completion of the Work and all of the duties, obligations and responsibilities of Contractor under this Agreement and the other Contract Documents is \$ 193,777.00. The Contract Sum includes the following:

## UNION COUNTY COMMISSIONERS JOURNAL 2025

November 19, 2025

6.1.1. Base Bid Amount: \$176,777.00 (Lump Sum Bid);

6.1.2. Accepted Alternates, included in the Contract Sum:

Alternate No.	Description	Amount
E-1	shall include all labor and materials - to provide the following:  All work to provide and install CAT6A cabling and system components in lieu of CAT6. The system shall include all system components for a complete network upgrade.	\$17,000.00
N/A	N/A	

6.1.3. [Not Used.]

6.1.4. Unit Prices - If directed by the Design Professional, such Work will be paid for in accordance with the Unit Prices bid and identified below:

Item	Description	Unit	Price Per Unit
1	Add additional cable runs	Per 100 lf	\$150.00
2	Add 1-1/2 diameter pipe sleeve in max 24" thick masonry wall.	Per each	\$450.00

6.2. The Contract Sum includes all federal, state, county, municipal, and other taxes imposed by law, including but not limited to any sales, use, and personal property taxes payable by or levied against Contractor on account of the Work or the materials incorporated into the Work. Contractor is responsible to pay any such taxes.

6.3. The Contract Sum includes fees and costs for any required building permit as well as other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time negotiations are concluded. Contractor is responsible to secure any such permits, fees, licenses, and inspections.

#### 6.4. Liquidated Damages.

6.4.1. Contractor must achieve Substantial Completion by the date stated in Section 4.1. By entering into this Agreement, Contractor agrees that the period for performing the Work is reasonable and that Contractor can achieve Substantial Completion by the date stated in this Agreement.

6.4.2. If Contractor does not achieve Substantial Completion of its Work on the Project by the Date for Substantial Completion stated in Section 4.1, Contractor shall pay the Owner (and the Owner may set off from sums coming due Contractor) liquidated damages in the per diem amount stated in the following chart for each calendar day beyond the Date for Substantial Completion, as may be modified in accordance with the Contract Documents, that the Contractor fails to achieve Substantial Completion.

Contract Sum Amount	Dollars Per Day
\$0.01 to \$50,000.00	\$100.00
\$50,000.01 to \$150,000.00	\$200.00

## UNION COUNTY COMMISSIONERS JOURNAL 2025

November 19, 2025

\$150,000.01 to \$500,000.00	\$300.00
\$500,000.01 to \$750,000.00	\$400.00
\$750,000.01 to \$1,000,000.00	\$500.00
\$1,000,000.01 to \$2,000,000.00	\$700.00
More than \$2,000,000.01	\$1,000.00

- 6.4.3.** Contractor acknowledges by signing this Agreement with Owner that the amount of liquidated damages represent a reasonable estimate of the actual damages Owner would incur if the Work is not substantially complete by the foregoing date and that the damages that may result from the failure to substantially complete the work by the foregoing date are uncertain and difficult to ascertain. No waiver of consequential damages shall preclude the Owner from recovering liquidated damages.
- 6.4.4.** Nothing in this Section 6.4 shall preclude the Owner from recovering its actual damages from the Contractor for third-party claims against the Owner or damages not associated with delay.

**7. PAYMENT AND RETAINAGE.****7.1. Payment.**

- 7.1.1. Applications for Payment.** Payment applications shall be submitted on a monthly basis and shall reflect the amount of Work completed as of the date the application for payment is submitted consistent with the schedule of values. Payment applications must be received by the Owner not later than the fifteenth (15th) day of the month; payment applications received after the 15<sup>th</sup> day of the month will be deemed to be received in the following month and will be held for payment during the following payment period. With each application for payment the Contractor shall submit one copy of the following documentation:
- (a) Invoice for Work performed and materials and equipment provided for the previous pay period;
  - (b) Lien waivers from itself and all subcontractors, suppliers, and any other party that performed Work or supplied materials for the Project in a form acceptable to the Owner for the Work performed during the current billing period; and
  - (c) Such other supplemental information as the Owner may require. Such other information may include a schedule of all materials and equipment stored on site.
- 7.1.2.** Owner may withhold payment in whole or in part, and may demand that Contractor refund amounts previously paid, to protect Owner from loss because of:
- (a) Contractor's default or failure to perform any of its obligations under the Contract Documents, including but not limited to: failure to provide sufficient skilled workers; Work, including equipment or materials, which is defective or otherwise does not conform to the Contract Documents; failure to conform to the Contract Time or Construction Schedule; and failure to follow the directions of or instructions from Owner;
  - (b) Contractor's default or failure to perform any of its obligations under another contract that it has with Owner;
  - (c) The filing of third party claims, or reasonable evidence that third party claims have been or will be filed;
  - (d) The Work has not proceeded to the extent set forth in the application for payment;
  - (e) Any representations made by Contractor are untrue;
  - (f) The failure of Contractor to make payments to its Subcontractors;
  - (g) Damage to Owner's property or the property of another person or laborer;

**UNION COUNTY COMMISSIONERS JOURNAL 2025**  
**November 19, 2025**

---

(h) The determination that there is a substantial possibility that the Work cannot be completed for the unpaid balance of the Contract Sum; and/or

(i) Liens filed or reasonable evidence indicating the probable filing of such liens.

**7.1.3.** Owner will pay Contractor within thirty (30) days after receipt of the Contractor's payment application, provided that the payment application has been properly submitted on a timely basis and is accompanied by all of the required documentation. Amounts unpaid after thirty (30) days after Owner's receipt of the payment application shall bear interest at the rate of zero percent (0%).

**7.2. Retainage.**

**7.2.1. Amount of Retainage.**

**7.2.1.1. Payments for Labor.** Payments for labor incorporated into the Work will be at the rate of 92% of the amount set forth in Contractor's payment application and approved by Owner until the Work is 50% complete, unless the parties agree otherwise. When the Work is 50% complete, the payment for labor incorporated into the Work will be at the rate of 100% of the amount set forth in Contractor's payment application and approved by Owner.

**7.2.1.2. Payments for Materials and Equipment.** Payments for materials and equipment will be at the rate of 96% of the invoice cost of materials and equipment delivered to the Project site or other storage site approved by Owner. The balance of the invoice cost will be payable when the materials or equipment are incorporated into the Work. Incorporated into the Work means such materials and equipment are installed and conform to the requirements of the Contract Documents. When payment is made on account of materials or equipment not yet incorporated into the Project, such materials and equipment will become the property of Owner; provided that if such materials or equipment are stolen, destroyed, or damaged before being fully incorporated into the Project, Contractor shall be required to replace them at its expense.

**7.2.2. Interest on Retainage.**

**7.2.2.1.** Contractor agrees that Owner may hold retained amounts in the project construction fund and is not required to deposit the retained funds into a separate interest-bearing savings account. The balance of the retained funds, plus interest, will be paid to Contractor as its final payment for the Project, less any amounts needed to cover damages or costs incurred by Owner related to the Work.

**7.2.2.2.** In lieu of the provisions of Section 7.2.2.1, the Contractor may request to have the Owner instead deposit the retained funds, when the Work is 50% complete, into a separate escrow account governed by an escrow agreement, employing an escrow agent, by providing written notice to the Owner of the request prior to the submission of the first pay application. If the Contractor so requests, the Contractor will be responsible for all expenses associated with the escrow agent and escrow account beyond the interest income from the account, and the change and expense must be expressly documented in a change to the contract. If the Contractor does not request an escrow account prior to submission of the first pay application, the Contractor will be deemed to have waived its rights under ORC 153.63 to have the retained funds so deposited and governed by an escrow agreement.

**7.2.3. Documentation.** Upon request, Contractor immediately will supply Owner with requested information so as to verify the amounts due to Contractor, including but not limited to original invoices for materials and equipment and documents showing that Contractor has paid for such materials and equipment, and so as to verify that amounts due laborers, subcontractors, and materialmen have been paid to them.

**7.3. Final Payment.**

**7.3.1.** The final application for payment shall be itemized and submitted after completion of the Work specified for the Project. Contractor shall ensure that the final application for payment shall contain one (1) copy of each of the following documents, if not previously delivered to Owner.

(a) All items required in Section 7.1.1;

(b) Contractor's Certificate of Insurance;



## UNION COUNTY COMMISSIONERS JOURNAL 2025

November 19, 2025

---

- (c) Contractor's Workers' Compensation Certificate;
  - (d) Consent of Contractor's Surety to Payment;
  - (e) An assignment to Owner of all warranties obtained or obtainable by Contractor from manufacturers and suppliers of equipment and materials incorporated into the Work by written instrument of assignment in a form acceptable to Owner; and
  - (f) Such other documentation as required by the Contract Documents, Owner, or applicable law.
- 7.3.2.** The making of Final Payment by Owner does not constitute a waiver of Claims by Owner for the following:
- (a) Liens, Claims, security interests, or encumbrances arising out of the Contract Documents that are unsettled;
  - (b) Failure of the Work to comply with the requirements of the Contract Documents;
  - (c) Terms of warranties required by the Contract Documents;
  - (d) Claims for Indemnification;
  - (e) Claims about which Owner has given Contractor notice; or
  - (f) Claims arising after Final Payment.

**8. CHANGES IN THE WORK.****8.1. Change Orders.**

- 8.1.1.** A Change Order is a written instrument signed by Owner and Contractor stating their agreement upon a change in the Work, the amount of the adjustment or the method for computing the amount of the adjustment of the Contract Sum, if any, and the extent of the adjustment in the Contract Time, if any.
- 8.1.2.** All Change Orders shall be submitted with any supporting documentation requested by the Owner in advance of the performance of the Work that is the subject of the Change Order and must be approved by the Owner in writing in advance of the performance of the Work that is the subject of the Change Order.
- 8.1.3.** The agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the Work that is the subject of the Change Order, including but limited to all direct, indirect, and cumulative costs that include reasonable overhead and profit associated with such change and any and all adjustments to the Contract Sum and in the Contract Time. Total cumulative overhead and profit for Contractor and all Subcontractors on any add or deduct Change Order shall not exceed 15% of the total cost of labor and material. The Contractor shall not proceed with any change in the Work without a signed Change Order. The Contractor's failure to timely seek and obtain such authorization as specified herein, shall constitute an irrevocable waiver by the Contractor of an adjustment to the Contract Sum or the Contract Time for the related work.

**8.2. Construction Change Directives.**

- 8.2.1.** A Construction Change Directive is a written order prepared and signed by the Owner, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.
- 8.2.2.** A Construction Change Directive shall be used in the absence of total agreement of a Change Order.
- 8.2.3.** Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Owner of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.
- 8.2.4.** When the Owner and Contractor agree with adjustments in the Contract Sum and Contract Time,

**UNION COUNTY COMMISSIONERS JOURNAL 2025**  
**November 19, 2025**

---

such agreement shall be effective immediately, and the Owner will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

- 8.2.5. If the Contractor disagrees with the adjustment in the Contract Time or the Contract Sum, the Contractor may make a Claim in accordance with applicable provisions of Article 9.

**9. CLAIMS AND DISPUTES.**

- 9.1. A Claim is a demand or assertion by one of the parties seeking, as a matter of right, adjustment, or interpretation of the terms of the Contract Documents, payment of money, extension of time, or other relief with respect to the terms of the Contract Documents, provided that Owner's decision to adjust or withhold payment under Section 7.1.2 will not be considered a Claim. The responsibility to substantiate claims shall rest with the party making the Claim. Contractor will not knowingly (as "knowingly" is defined in the federal False Claims Act, 31 U.S.C. Section 3729, *et seq.*) present or cause to be presented a false or fraudulent Claim. As a condition precedent to making a claim, Contractor must submit an affidavit sworn to before a notary public or other person authorized to administer oaths in the State of Ohio and executed by an authorized representative of Contractor, which states that:

The Claim submitted herewith complies with Section 9.1 of the Owner-Contractor Agreement, which provides that "Contractor will not knowingly present or cause to be presented a false or fraudulent Claim."

- 9.2. Subject to the requirements of Article 9, if Contractor wishes to make a Claim for an increase in the Contract Sum, written notice must be given before proceeding to execute the Work.
- 9.3. Subject to the requirements of Article 9, if Contractor wishes to make a Claim for additional time, the required written notice must include an estimate of cost and probable effect of delay on progress of the Work. In the event of continuing delay, only one Claim is necessary. If adverse weather conditions are the basis for a Claim for additional time, such claim must be documented by data substantiating that weather conditions were abnormal for the period of time and could not have been reasonably anticipated, and that weather conditions had an adverse effect on the scheduled construction.
- 9.3.1. The delays for which the Contractor is entitled to additional time are "Excusable Delays." The only Excusable Delays are those delays on the critical path which the Contractor establishes were: (a) caused by the Owner or those in privity of contract with the Owner, (b) physical damage to the Project over which the Contractor has no control, (c) labor disputes beyond the control of the Contractor, (d) work days lost due to weather conditions as provided under Section 4.4.1, (e) concealed or unknown conditions under Section 9.4, and (f) other unforeseeable delays beyond the control of the Contractor and its subcontractors and suppliers of any tier. The delays for which the Contractor is entitled to additional time and money are "Compensable Delays." The only Compensable Delays are those Excusable Delays which the Contractor establishes were proximately caused by an improper action or failure to act by the Owner. Owner, in its sole and reasonable discretion, shall determine whether a delay entitles Contractor to time extension or additional compensation.
- 9.4. If conditions are encountered at the site which are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as Inherent In construction activities of the character provided for in the Contract Documents, then the Contractor shall give written notice to the Owner and the Design Professional, if any, promptly before conditions are disturbed and in no event later than forty-eight (48) hours after first observance of the conditions. If the conditions are materially different and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, Owner will issue an appropriate Change Order.
- 9.5. Contractor must make all claims by written affidavit per Article 9 within seven (7) days after the occurrence of the event giving rise to the Claim. Proper notice of delay as required under Section 4.4.1 is a condition precedent to entitlement of a Claim. Failure to do so results in an irrevocable waiver of the Claim.
- 9.6. Within ten (10) days of its receipt of a written request, Contractor must make available to Owner or its representative any books, records, or other documents in its possession or to which it has access

## UNION COUNTY COMMISSIONERS JOURNAL 2025

November 19, 2025

---

relating to any Claim and must require its Subcontractors, regardless of tier, and materialmen to do likewise.

- 9.7. If a Contractor's Claim has not been resolved at the time of Substantial Completion, the Contractor's exclusive remedy is to file suit in the Common Pleas Court for the county in which the Project is located within 90 days of Substantial Completion, unless the parties otherwise agree in writing, else such Claim is waived. Each party waives its right to remove any such suit to federal court.
- 9.8. Unless otherwise agreed in writing, Contractor shall continue its Work on the Project and shall maintain progress during any mediation, arbitration, or litigation proceedings, and the Owner shall continue to make payments to the Contractor in accordance with this Agreement, however, the Owner shall be under no obligation to make payments on or against any claim or amounts in dispute during the pendency of any mediation, arbitration, or litigation proceeding to resolve those claims or amounts in dispute.
- 9.9. **Settlement Offers.** If the Contractor initiates a claim, the Owner may make settlement offers to settle the Claim at any time up to the date of trial. Such settlement offers shall be subject to Rule 408 (Compromise and Offers of Compromise) of the Ohio Rules of Evidence. If at any stage of the litigation, including any appeals, the Contractor's Claim is dismissed or found to be without merit, or if the damages awarded to the Contractor on its Claim do not exceed the Owner's last settlement offer, the Contractor shall be liable to the Owner and shall reimburse the Owner for all the Owner's attorneys' fees and expenses, and arising out of or related to such Claim since the date of such last settlement offer.
- 9.10. **Waiver of Claims for Consequential Damages.** The Contractor waives Claims against the Owner for consequential damages arising out of or relating to this Contract. This waiver includes damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work. This waiver is applicable, without limitation, to all consequential damages due to the Owner's termination of the Agreement in accordance with this Agreement.
- 10. DEFAULT OF CONTRACTOR.**
- 10.1. **Events of Default.** Each of the following constitutes an event of default of Contractor:
- 10.1.1. Contractor's failure to perform any of its obligations under the Contract Documents or failure to proceed to commence to correct such failure in accordance with Section 5.1.
- 10.1.2. Contractor's failure to pay its obligations incurred in connection with this Agreement as they become due or Contractor's insolvency.
- 10.2. **Owner's Remedies.** Upon the occurrence of an event of default, Owner has the following remedies, which are cumulative:
- 10.2.1. Order Contractor to stop the Work, which Contractor must do immediately;
- 10.2.2. To perform through others all or any part of the Work remaining to be done and to deduct the cost thereof from the unpaid balance of the Contract Sum or, if the unpaid balance of the Contract Sum is inadequate, to demand reimbursement of amounts previously paid to Contractor;
- 10.2.3. To terminate this Agreement and take possession of, for the purpose of completing the Work or any part of it, all materials, equipment, scaffolds, tools, appliances, and other items belonging to or possessed by Contractor, all of which Contractor hereby transfers and assigns to Owner for such purpose, and to employ any person or persons to complete the Work, including Contractor's employees, and Contractor will not be entitled to receive any further payment until the Work is completed;
- 10.2.4. To accept assignment of Contractor's subcontracts for the Project, pursuant to any prior rights of the surety, if any, and, at the Owners' sole discretion, to further assign the subcontracts to a successor contractor or other entity provided that (i) the Owner terminates this Agreement for cause, and (ii) provides written notice of such assignment to both Contractor and Subcontractor; and/or,

**UNION COUNTY COMMISSIONERS JOURNAL 2025**  
**November 19, 2025**

---

- 10.2.5.** All other remedies that Owner may have at law or in equity or otherwise under the Contract Documents.
- 10.3. Termination of Agreement.** The termination of this Agreement will be without prejudice to Owner's rights and remedies, including without limitation Owner's right to be indemnified by Contractor.
- 10.4. Payments Due Contractor.** If the unpaid balance of the Contract Sum exceeds the cost of finishing the Project, including any costs, expenses, or damages incurred by Owner as a result of the event of default, including attorneys' and consultants' fees and the administrative expense of Owner's staff, such excess shall be paid to Contractor. If such costs exceed the unpaid balance, Contractor is responsible to pay the difference to Owner. The obligations under this section will survive termination of this Agreement.
- 11. DEFAULT OF OWNER.**
- 11.1.1. Events of Default.** The following constitutes the exclusive events of default of Owner:
- 11.1.1.1.** Failure of Owner to perform any express material obligation under the Contract Documents and to correct such failure within thirty (30) days after receipt of written notice thereof from Contractor specifying the default and the necessary corrective action.
- 11.2. Contractor's Remedy.**
- 11.2.1.** Contractor's sole and exclusive remedy for the default of Owner shall be to follow the procedure set forth in Article 9.
- 11.2.2.** Notwithstanding Section 11.2.1, if Owner fails to pay Contractor undisputed amounts as payment becomes due, Contractor may, upon fifteen (15) days written notice, stop the Work until payment of the undisputed amount owing has been received.
- 12. SUSPENSION OR TERMINATION FOR THE CONVENIENCE OF OWNER.**
- 12.1. Suspension for the Convenience of Owner.**
- 12.1.1.** Owner may, without cause, order Contractor to suspend, delay, or interrupt the Work in whole or in part for such period of time as Owner may determine.
- 12.1.2.** An equitable adjustment will be made for increases in the Contract Time and cost of performance of the Work, including profit and overhead on the increased cost of performance, caused by the suspension, delay or interruption, provided that the total cost of profit and overhead shall not exceed ten percent (10%) of the amount of the increased cost not attributable to profit or overhead. No adjustment will be made to the extent that:
- (a) performance is, was or would have been so suspended, delayed, or interrupted by another cause for which Contractor is responsible; or
  - (b) an equitable adjustment is made or denied under another provision of this Agreement for a concurrent event.
- 12.2. Termination for the Convenience of Owner.**
- 12.2.1.** Owner may, in its discretion and without cause, upon three (3) business days' written notice to Contractor terminate this Agreement for Owner's convenience.
- 12.2.2.** Upon receipt of a written notice from Owner terminating this Agreement for the Owner's convenience and without cause, the Contractor will (i) immediately cease performing any or all portions of the Work, unless otherwise directed by the Owner, in which case the Contractor will take the action directed by the Owner, (ii) immediately take all reasonable and necessary action to protect and preserve the Work, and (iii) unless otherwise directed by Owner, terminate or assign all agreements with Subcontractors and suppliers.
- 12.2.3.** If this Agreement is terminated for the Owner's convenience and there exists no event of Contractor's default, as defined in this Agreement, the Contractor shall be entitled to receive payment (i) for Work properly executed up to the date the notice of termination is received by Contractor, including overhead and profit up to the date of termination, and (ii) for Work performed at the direction of the Owner on and after the date on which the notice of termination is received by the



## UNION COUNTY COMMISSIONERS JOURNAL 2025

November 19, 2025

Contractor, as determined by the procedures applicable to Change Orders.

- 12.2.4. If this Agreement is terminated for the Owner's convenience and there exists an event of Contractor's default, as defined in this Agreement, Contractor will be entitled to receive only such sums as it would be entitled to receive following the occurrence of an event of default under this Agreement.
- 12.2.5. The termination of this Agreement will be without prejudice to any rights or remedies that exist at the time of termination.

**13. INSURANCE, INDEMNIFICATION, AND BOND.**

- 13.1. Contractor must maintain commercial general liability insurance in the minimum amount of \$1,000,000.00 per incident and \$2,000,000.00 aggregate, worker's compensation coverage as required by the Ohio Revised Code, automobile liability coverage in the minimum amount of \$1,000,000.00 per accident and \$2,000,000.00 aggregate, and an umbrella policy in the minimum amount of \$5,000,000.00, unless Owner approves other coverage limits in writing. Excess or umbrella coverage may be used to meet these levels of insurance. The Owner, Board of County Commissioners, Union County, Ohio., shall be named as an additional insured on the Contractor's insurance policies. The Contractor shall provide a certificate of insurance showing the required coverages, with the Owner named as a certificate holder and as an additional insured; Contractor also agrees to provide Owner with at least thirty (30) days' notice prior to any changes in coverage of the required insurance. The Contractor shall maintain all such coverage for a period of 3 years after the Date for Final Completion.
- 13.1.1. The Contractor shall maintain Contractors Errors & Omissions Liability Insurance insuring against errors and omissions arising from the Work if the Work involves any construction management or the preparation of plans and drawings, with limits of not less than \$1,000,000.00 per claim. Such policy shall not contain any exclusions directed toward any types of materials, services or processes involved in the Work. The retroactive date for coverage will be no later than the commencement date of design and will state that in the event of cancellation or nonrenewal the discovery period for insurance claims will be at least three (3) years or otherwise as by written agreement with the Owner.
- 13.2. Insurance furnished by the Owner, if any, is not intended to and does not cover equipment and materials before they are physically incorporated into the Work or tools. Contractor bears the entire risk of loss with respect to tools, equipment, and materials. Contractor is responsible for damages to Owner's property and to adjacent property caused by or related to the Work or actions by Contractor's employees or those of its subcontractors.
- 13.3. The Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance on an "all-risk" or equivalent policy form, including builder's risk, in the amount of the initial Contract Sum, plus the value of subsequent modifications and cost of materials supplied and installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 7.3 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 13.3 to be covered, whichever is later. The insurance shall include interests of the Owner, the Contractor, Subcontractors, and Sub-subcontractors in the Project.
- 13.4. Owner and Contractor waive all rights, including all rights of subrogation, against each other and against Subcontractors, Sub-subcontractors, consultants, agents, and employees of the other for damages during construction, but only to the extent covered by (and not prohibited by) any applicable property insurance or builder's risk insurance, except such rights as they may have to the proceeds of such insurances.
- 13.5. To the maximum extent permitted by law, Contractor shall indemnify and hold harmless Owner and Owner's consultants, agents, and employees from and against all claims, damages, losses, and expenses, including but not limited to attorneys' and consultants' fees, arising out of or related to the performance of the Work, including but not limited to the failure of Contractor to perform its obligations under the Contract Documents, any claims for bodily injury, sickness, disease, or death or to injury

**UNION COUNTY COMMISSIONERS JOURNAL 2025**  
**November 19, 2025**

---

to or destruction of or loss of use of real or personal property, claims for additional storage and handling charges, liens against funds, claims related to the alleged failure of the Contractor to perform in accordance with the Contract Documents, and/or claims related to the removal, handling, or use of any hazardous materials. Owner may withhold amounts equal to any sums for which it is entitled to be indemnified from the amounts otherwise due Contractor under the Contract Documents.

- 13.6.** In claims against any person or entity indemnified under this Contract by an employee of Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligations under this Contract shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable for Contractor or Subcontractor under workers' compensation acts, disability benefits acts, or other employee benefits acts. Contractor expressly waives any protection or immunity with respect to Workers' Compensation claims related to indemnification given under this Agreement.

**13.7. Contract Bond.**

- 13.7.1.** The Contractor shall provide a contract bond to guaranty payment and performance of the Work, as required by Ohio law. When the Contractor delivers the executed counterparts of the Agreement to the Owner, the Contractor shall deliver such bond to the Owner, along with other documents as may be required.

- 13.7.1.1.** If the surety on any bond furnished by the Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of the Agreement or Ohio law, the Contractor shall promptly notify the Owner and shall, within twenty (20) days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of the Contract Documents and Ohio law.

- 13.7.2.** Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

- 13.7.3. Material Default or Termination.** If the Owner notifies the Contractor's surety that the Contractor is in material default or terminates the Contract, the surety will promptly and within twenty-one (21) days investigate the claimed material default or termination. If the Owner gives a notice of material default and then terminates the Contract, the surety shall complete its investigation within twenty-one (21) days of the notice of material default. As part of such investigation, the surety shall visit the offices of the Contractor and Owner to review the available project records. If the surety proposes to take over the Work, the surety shall do so no later than the expiration of the twenty-one (21) day period or ten (10) days after the date the Owner terminates the Contract, whichever is later. If the Owner terminates the Work, and the surety proposed to provide a replacement contractor, the replacement contractor shall be fully capable of performing the Work in accordance with the Contract Documents, including meeting all of the requirements of the Contract Documents. If the Contractor is terminated, the replacement contractor shall not be the Contractor. The surety will provide the Owner with the results of its investigation, including any written report or documents. This Section 13.7.3 is in addition to the Owner's rights under this Agreement to terminate the Contractor for cause and is not intended to create any rights of the surety, including but not limited to the right to take over the Contractor's obligations.

- 14. WARRANTIES.** In addition to any other warranties, guarantees, or obligations set forth in the Contract Documents or applicable as a matter of law and not in limitation of the terms of the Contract Documents, Contractor warrants and guarantees that:

- (a) Owner will have good title to the Work and all materials and equipment incorporated into the Work will be new;
- (b) The Work and all materials and equipment incorporated into the Work will be free from all defects, including any defects in workmanship or materials;
- (c) The Work and all equipment incorporated into the Work will be fit for the purpose for which intended;
- (d) The Work and all materials and equipment incorporated into the Work will be merchantable; and,

## UNION COUNTY COMMISSIONERS JOURNAL 2025

November 19, 2025

- (e) The Work and all materials and equipment incorporated into the Work will conform in all respects to the Contract Documents.

Upon notice of the breach of any of the foregoing warranties or guarantees or any other warranties or guarantees under the Contract Documents, Contractor, in addition to any other requirements in the Contract Documents, shall commence to correct such breach and all resulting damage within two (2) business days after written notice from the Owner. Contractor shall correct such breach and damage to the satisfaction of Owner within fifteen (15) days of such notice except when an extension of time is granted in writing by Owner; provided that if such notice is given after final payment hereunder, such 2-day period will be extended to seven

(7) days and such 15-day period shall be extended to thirty (30) days. If Contractor fails to commence to correct such breach and damage, or to correct such breach and damage as provided above, Owner, upon written notice to Contractor and without prejudice to any of its other rights or remedies, may correct the deficiencies. Contractor upon written notice from Owner shall pay Owner, within ten (10) days after the date of such notice, all of Owner's costs and expenses incurred in connection with or related to such correction and/or breach, including without limitation Owner's administrative, legal, design, and consulting expenses. The foregoing warranties and obligations of Contractor will survive the final payment and/or termination of this Agreement. If the Contractor fails to pay the Owner any amounts due under this Article 14, Contractor will pay Owner, in addition to the amounts due, a late payment fee of one and one-half percent (1.5%) per month for each month or part thereof that the payments are not paid when due.

#### 15. GENERAL.

- 15.1. Modification.** No modification or waiver of any of the terms of this Agreement or of any other Contract Documents shall be effective against a party unless set forth in writing and signed by or on behalf of a party, which in the case of Owner shall require the signature of Owner pursuant to a specific resolution of Owner. Under no circumstances will forbearance, including the failure or repeated failure to insist upon compliance with the terms of the Contract Documents, constitute the waiver or modification of any such terms. The parties acknowledge that no person has authority to modify this Agreement or the other Contract Documents or to waive any of its or their terms, except as expressly provided in this Paragraph.
- 15.2. Assignment.** Contractor may not assign this Agreement without the written consent of Owner, which Owner may withhold in its sole discretion.
- 15.3. Third Parties.** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either Owner or Contractor.
- 15.4. Law and Jurisdiction.** All questions regarding the validity, intention, or meaning of this Agreement or any modifications of it relating to the rights and obligations of the parties shall be construed and resolved under the laws of the State of Ohio. Any suit, which may be brought to enforce any provision of this Agreement or any remedy with respect hereto, shall be brought in the Common Pleas Court for the county in which the Project is located, and each party hereby expressly consents to the jurisdiction of such court. Each party waives its right to remove any such suit to federal court.
- 15.5. Statute of Limitations.** Regardless of any provision to the contrary, the statute of limitations with respect to any defective or non-conforming Work that is not discovered by Owner will not commence until the discovery of such defective or non-conforming Work by Owner.
- 15.6. Notices.** Notices, requests, or demands by either party shall be in writing, unless otherwise expressly authorized, and shall be personally served; forwarded by expedited messenger service; sent by facsimile transmission; sent by electronic mail with delivery confirmation; or be given by registered or certified mail, return receipt requested, postage prepaid, and addressed to the party at the address set forth at the beginning of this Agreement. Any party may change its address by giving written notice hereunder. All notices, requests, and demands shall be deemed received upon receipt in the case of personal delivery or delivery by expedited messenger service, including leaving the notice at the address provided herein during normal business hours; upon the expiration of forty-eight (48) hours from the time of deposit in the United States mail; or, in the case of a notice given by electronic mail or facsimile transmission, upon the expiration of 24 hours after the transmission is sent.
- 15.7. Construction.** The parties acknowledge that each party has reviewed this Agreement and the other Contract Documents and has voluntarily entered into this Agreement. Accordingly, the normal rule of



## UNION COUNTY COMMISSIONERS JOURNAL 2025

November 19, 2025

---

construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement, the other Contract Documents, or any amendments or exhibits to it or them.

- 15.8. Approvals.** Except as expressly provided herein, the approvals and determinations of Owner will be subject to the sole discretion of Owner and will be valid and binding on Contractor, provided only that they be made in good faith, *i.e.*, honestly. If Contractor challenges any such approval or determination, Contractor bears the burden of proving by clear and convincing evidence that it was not made in good faith.
- 15.9. Partial Invalidity.** If any term or provision of this Agreement is found to be illegal, unenforceable, or in violation of any laws, statutes, ordinances, or regulations of any public authority having jurisdiction, then, notwithstanding such term or provision, this Agreement shall remain in full force and effect, and such term shall be deemed stricken; provided this Agreement shall be interpreted, when possible, so as to reflect the intentions of the parties as indicated by any such stricken term or provision.
- 15.10. Compliance with Laws and Regulations.** Contractor, at its expense, must comply with all applicable federal, state, and local laws, rules, and regulations applicable to the Work.
- 15.11. Project Safety.** Contractor must follow all applicable safety and health regulations during the progress of the Project and monitor all of its employees and its subcontractors for compliance with such safety and health regulations. Owner assumes no responsibility for the development, review, or implementation of any project safety plan or for Project safety and has no authority to direct the means and methods of Contractor.
- 15.12. Equal Opportunity.** Contractor will not, and it will ensure that its Subcontractors, regardless of tier, do not, discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. Such action includes but is not limited to the following: employment, upgrading, demotion, transfer, recruitment or recruiting advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of nondiscrimination. Contractor is responsible to ensure that each of its Subcontractors, regardless of tier, states in all solicitations or advertisements for employees placed by them or on their behalf that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, or national origin. No Findings for Recovery.
- 15.13. No Findings for Recovery.** The Contractor represents that the Contractor is not subject to a finding for recovery under Section 9.24, Ohio Revised Code, or that the Contractor has taken the appropriate remedial steps required under Section 9.24, Ohio Revised Code, or otherwise qualifies under this section. If this representation and warranty is found to be false, the Contract is void, and Contractor will immediately repay Owner any funds paid to Contractor under this Contract.
- 15.14. Non-Discrimination.** Contractor agrees:
- (a) That in the hiring of employees for the performance of Work under this Agreement or in any subcontract, neither the Contractor, subcontractor, nor any person acting on behalf of either of them, shall by reason of race, creed, sex, handicap, or color, discriminate against any citizen of the state in the employment of labor or workers who are qualified and available to perform the Work to which the employment relates.
  - (b) That neither the Contractor, subcontractor, nor any person acting on behalf of either of them, shall, in any manner, discriminate against or intimidate any employee hired for the performance of Work under this Agreement on account of race, creed, sex, handicap, or color.
  - (c) That there shall be deducted from the amount payable to the Contractor by the Owner under this Agreement a forfeiture of twenty-five dollars (\$25.00) as required by Ohio Revised Code Section 153.60 for each person who is discriminated against or intimidated in violation of this Agreement.
  - (d) That this Agreement may be canceled or terminated by the Owner and all money to become due hereunder may be forfeited for a second or subsequent violation of the terms of this section of this Agreement.
- 15.15. Non-Contract Documents.** The following are the reports and tests of subsurface conditions at or

UNION COUNTY COMMISSIONERS JOURNAL 2025  
November 19, 2025

---

contiguous to the Site, if any, that the Design Professional has used in preparing the Contract Documents. These are not Contract Documents. Geotechnical data is not a warranty of subsurface conditions and is not to be relied upon as a complete representation of all possible soil conditions. Neither Owner nor its consultants warrant the accuracy of the geotechnical data. It is possible that there may be other reports, and/or tests of subsurface conditions at or contiguous to the Site not prepared by or on behalf of Owner. The Owner makes no representation about such reports and/or tests, assuming they exist. Additional information, if needed by Contractor for geotechnical data or site survey, shall be obtained by the Contractor at no additional cost to Owner. The General Conditions, as modified, contain additional terms related to these reports and tests.

Contractor may rely upon the general accuracy of the "technical data" contained in such reports and drawings listed below, and except for such reliance on "technical data," Contractor shall not rely upon or make any claim against Owner or Architect with respect to: (1) the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or (2) other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or (3) any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information. For example, all interpolations and extrapolations of data performed by Contractor to estimate locations or quantities of subsurface strata are independent factual assumptions which Owner does not warrant. (None, if none are listed.) Geotechnical Engineering and Drilling Services Report prepared by CTL Engineering, Inc. dated November 2, 2021

**Note: Non-Contract Documents.** The following are those reports and drawings related to any Hazardous Conditions at the Site, if any. These are not Contract Documents. The General Conditions, as modified, contain additional terms related to these reports and drawings. (None, if none are listed.) \_\_\_\_\_

**15.16. Use of Owner's Facilities.** Contractor will ensure that neither its employees, nor its Subcontractor's or material supplier's employees, regardless of tier, do any of the following without the express prior written consent of Owner:

- (a) use Owner's facilities including but not limited to, common areas, rest rooms, or phones;
- (b) use or bring any alcoholic beverages, controlled substances, or firearms on any property owned by Owner;
- (c) use any radios, tape or compact disc players, or sound amplification equipment; and
- (d) interact in any manner with building occupants, except where necessary to preserve the safety of building occupants.

Contractor must conspicuously post notice of the prohibitions listed in this section at the Project site in the same location as OSHA notices are required to be posted and shall verbally inform all of Contractor's employees, and the employees of Contractor's Subcontractors and materialmen, regardless of tier, of such prohibitions. The notice must be in a form acceptable to Owner.

**15.17. Entire Agreement.** This Agreement and the other Contract Documents constitute the entire agreement among the parties with respect to their subject matter and will supersede all prior and contemporaneous, oral or written, agreements, negotiations, communications, representations, and understandings with respect to such subject matter, and no person is justified in relying on such agreements, negotiations, communications, representations, or understandings.

**15.18. Attachments.** Attachments to this Agreement include:

**Exhibit A:** Contract Bond

**Exhibit B:** Sales and Use Tax Construction Contract Exemption Certificate


However, in the event of an inconsistency, the provisions of this Agreement control over any proposal, document, or other attachment.

**UNION COUNTY COMMISSIONERS JOURNAL 2025**  
**November 19, 2025**


---

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their properly authorized representatives.

**Owner:**  
**Union County Board of Commissioners**

  
\_\_\_\_\_  
Signature  
By: Steve Robinson, President  
Printed Name and Title  
Date: November 19, 2025

**Contractor:**  
**Network9, LLC**

  
\_\_\_\_\_  
Signature  
By: Gilbert J. Wilson, President  
Printed Name and Title  
Date: November 24, 2025

C.J. 2025  
Page 25-600  
Date 11/19/2025

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

Mr. Inskeep stated the county has worked with Network9, LLC in the past, and their work is very neat and clean.

Commissioner McCarthy asked if this would be fiber, and Mr. Inskeep stated it is just new cable not fiber. Network9 suggested installing cat-6 cable because it is currently the fastest. He has also requested for them to remove the existing cables when installing the new.

\* \* \*

## UNION COUNTY COMMISSIONERS JOURNAL 2025

November 19, 2025

---

RESOLUTION NO. 25-501:**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 November 17, 2025.

Vendor	Name	CK RUN	Invoice	PO	Invoice Amt	Status	Dept
3186	STRAWSER PAVING CO.	111925	001	20255602	71,775.00	Pending approval	422
Add Desc: Engineers widening program - milling							

---

   
Commissioners 11/19/2025

C.J. 2025  
25-501  
Date 11/19/2025

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

November 19, 2025

**RESOLUTION NO. 25-502:****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
469	1	11/12/2025	amend			cgodfrey	70240208	530100		amend	11/12/2025	I	\$ 344,874.54
			ADD'L DESC: Airport - amendment										
469	1	11/12/2025	amend			cgodfrey	70240208	530100		amend	11/17/2025	I	\$ 109,066.19
			ADD'L DESC: Airport - amendment										
614	1	11/13/2025	Transfer			manderson	25002200	550100		cover year end expenses	11/13/2025	D	\$ 5,000.00
614	2	11/13/2025	Transfer			manderson	25002200	520185		cover year end expenses	11/13/2025	I	\$ 5,000.00
614	3	11/13/2025	Transfer			manderson	25002200	568002		cover year end expenses	11/13/2025	D	\$ 66,058.00
614	4	11/13/2025	Transfer			manderson	25002200	520185		cover year end expenses	11/13/2025	I	\$ 66,058.00
614	5	11/13/2025	Transfer			manderson	25002200	530700		cover year end expenses	11/13/2025	D	\$ 1,863.00
614	6	11/13/2025	Transfer			manderson	25002200	520185		cover year end expenses	11/13/2025	I	\$ 1,863.00
			ADD'L DESC: Engineers - cover year end expenses										
672	1	11/14/2025	Transfer			manderson	25002300	520100		cover year end expenses	11/14/2025	D	\$ 45,000.00
672	2	11/14/2025	Transfer			manderson	25002200	520185		cover year end expenses	11/14/2025	I	\$ 45,000.00
672	3	11/14/2025	Transfer			manderson	25002200	530100		cover year end expenses	11/14/2025	D	\$ 60,000.00
672	4	11/14/2025	Transfer			manderson	25002200	520185		cover year end expenses	11/14/2025	I	\$ 60,000.00
672	5	11/14/2025	Transfer			manderson	25002200	530100		cover year end expenses	11/14/2025	D	\$ 15,000.00
672	6	11/14/2025	Transfer			manderson	25002200	520100		cover year end expenses	11/14/2025	I	\$ 15,000.00
			ADD'L DESC: Engineers - cover year end expenses										





Commissioners

11/19/2025

C.J. 2025  
 Date 11/19/2025

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  
November 19, 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**

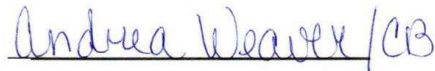
Rev. Code, Sec 5705.39

County Auditor's Office, Union County, Ohio,

Marysville, Ohio, November 3, 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 not exceed the <sup>2</sup> August 4, 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.

 CB

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  
411 - Federal Formula

UNION COUNTY COMMISSIONERS JOURNAL 2025  
November 19, 2025

---

**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, November 12, 2025

To Union County Commissioners

Union County Airport

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> October 20, 2025 amended estimate of resources for the  
fiscal year beginning Jan 1<sup>st</sup>, 2025, as determined by the Budget Commission of said County.

  
\_\_\_\_\_  
Andrea L. Weaver, County Auditor, *AW*  
Union County, Ohio.

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

702 – Airport Hanger

\* \* \*

## UNION COUNTY COMMISSIONERS JOURNAL 2025

November 19, 2025

**ADMINISTRATOR ACTION NO. 25-126A:****Payment of Bills**

County Administrator Bill Narducci approved the payment of regular purchase order bills and the “then and now” bills submitted for the week of November 17, 2025.

Vendor	Name	CHECK RUN	Invoice	PO	Invoice Amt	Status	Dept
1127	QUILL CORPORATION	111925	187124784	20250305	3.59	Pending approval	410
7406	AMAZON CAPITAL	11/19/25	1K9H-YCFJ-664T	20254472	5.19	Pending approval	412
8963	FRANKLIN ELECTRIC CO	111925	644317378	20251089	7.50	Pending approval	420
7019	ELITE K-9,INC	111925	506604B	20255717	12.95	Pending approval	438
8690	MERCY HEALTH-REGIONA	111925	222870	20256606	13.90	Pending approval	438
2191	AMAZON	111925	1JFT-TK49-NW6T	20250242	13.99	Pending approval	472
1127	QUILL CORPORATION	111925	46111435	20250305	15.55	Pending approval	410
1127	QUILL CORPORATION	111925	46143054	20250305	17.99	Pending approval	410
272	MERCY MEMORIAL HOSPI	111925	222798	20250340	22.86	Pending approval	438
2119	GORDON FLESCH COMPAN	11/19/25	IN15389037	20250901	22.93	Pending approval	470
2191	AMAZON	111925	11TK-L3RY-73H1	20250242	23.45	Pending approval	472
733	MCAULIFFE'S ACE	111925	422109	20256632	24.11	Pending approval	438
7406	AMAZON CAPITAL	111925	1HCM-44VM-97TR	20250500	24.69	Pending approval	422
7406	AMAZON CAPITAL	111925	1CCX-X9JX-9JYM	20250500	24.69	Pending approval	422
1127	QUILL CORPORATION	111925	46278071	20250305	24.87	Pending approval	410
2191	AMAZON	11/19/25	1F3D-GTTD-66KH	20251118	25.99	Pending approval	470
2191	AMAZON	111925	1TC1-LYCM-71DN	20250242	27.32	Pending approval	472
1127	QUILL CORPORATION	11/19/25	46444691	20250891	28.04	Pending approval	412
2191	AMAZON	111925	1DRV-TC6Y-6KWQ	20250242	29.48	Pending approval	472
5595	FORENSIC FLUIDS LABO	111925	80970	20256692	36.00	Pending approval	420
4356	KONICA MINOLTA BUSIN	111925	504942998	20250468	37.40	Pending approval	422
4356	KONICA MINOLTA BUSIN	111925	504943707	20250468	37.40	Pending approval	422
1127	QUILL CORPORATION	111925	46488383	20256638	39.94	Pending approval	412
128	MEMORIAL HOSPITAL UN	111925	10212025-01	20256671	40.00	Pending approval	418
1380	UCO INDUSTRIES	111925	24228	20256580	40.00	Pending approval	434
833	VERIZON WIRELESS GRE	111925	Roads6127378928	20252413	40.11	Pending approval	422
7019	ELITE K-9,INC	111925	506604A	20255717	40.51	Pending approval	438
1724	SHI	111925	B20477590	20256127	40.88	Pending approval	404
397	COLUMBUS TIME RECORD	111925	346435	20256430	42.90	Pending approval	434
6853	PEACOCK WATER	111925	1026731november	20256347	43.75	Pending approval	410
1127	QUILL CORPORATION	111925	46390229	20250266	45.41	Pending approval	472
272	MERCY MEMORIAL HOSPI	111925	222803	20250340	46.91	Pending approval	438
6853	PEACOCK WATER	111925	1063841november	20250352	52.50	Pending approval	410
2119	GORDON FLESCH COMPAN	111925	IN15389012	20250485	56.27	Pending approval	422
8449	AUNALYTICS, INC.	111925	30038812	20250316	56.70	Pending approval	404
1380	UCO INDUSTRIES	111925	24220	20251895	58.00	Pending approval	404
9693	EMERGENCY MEDICINE	111925	222709	20250339	62.91	Pending approval	438
4356	KONICA MINOLTA BUSIN	111925	504899698,505059054	20256690	63.00	Pending approval	420
52	DAYTON POWER & LIGHT	111925	11/3 Axe-Handle	20250480	72.68	Pending approval	422
1380	UCO INDUSTRIES	111925	24229	20250349	80.00	Pending approval	410
52	DAYTON POWER & LIGHT	11/19/25	223073	20250920	81.31	Pending approval	470
451	SMART OIL COMPANY	111925	10845372	20250682	82.44	Pending approval	404
8630	FOX SUPPLY, LLC	111925	157609	20253482	83.86	Pending approval	418
4009	MIDWEST PHOTO	111925	3-064406-01	20254742	85.00	Pending approval	434
272	MERCY MEMORIAL HOSPI	111925	222806	20250340	89.13	Pending approval	438
2191	AMAZON	111925	1WXJ-MF9K-PH1L	20250242	89.73	Pending approval	472
1574	TERMINAL SUPPLY CO.	111925	67467-00	20256630	92.66	Pending approval	422
2119	GORDON FLESCH COMPAN	111925	IN15388951	20250344	96.00	Pending approval	438
2245	RICHWOOD BANKING VIS	111925	11132025	20256622	100.00	Pending approval	404
733	MCAULIFFE'S ACE	111925	422543	20251022	105.98	Pending approval	418
2191	AMAZON	11/19/25	1LFJ-WM6N-DPQG	20251118	110.00	Pending approval	470
8690	MERCY HEALTH-REGIONA	111925	222856	20256607	112.96	Pending approval	438
10346	ZIESSLER, BRAD	111925	1001312025	20256710	119.70	Pending approval	404

**UNION COUNTY COMMISSIONERS JOURNAL 2025**  
**November 19, 2025**

Vendor	Name	CHECK RUN	Invoice	PO	Invoice Amt	Status	Dept
226	CLEMANS NELSON & ASS	111925	35311	20256669	128.75	Pending approval	418
52	DAYTON POWER & LIGHT	11/19/25	223006	20250920	132.15	Pending approval	470
2238	LEXISNEXIS	111925	1100214018	20256579	133.00	Pending approval	434
8023	CBTS LLC	111925	00147944607	20256687	133.05	Pending approval	420
2245	RICHWOOD BANKING VIS	111925	MOps Oct25	20256640	135.95	Pending approval	422
3917	AT&T MOBILITY	111925	VRO102025	20250248	137.77	Pending approval	472
561	DEAF SERVICES CENTER	111925	DS720-00003	20256706	150.00	Pending approval	420
2238	LEXISNEXIS	111925	1100219323	20256705	150.00	Pending approval	420
833	VERIZON WIRELESS GRE	111925	Eng6127378928	20250471	156.21	Pending approval	422
1127	QUILL CORPORATION	111925	46293606	20250305	158.30	Pending approval	410
119	MARYSVILLE JOURNAL	11/19/25	222782	20250877	163.84	Pending approval	412
1380	UCO INDUSTRIES	111925	24223	20251255	168.00	Pending approval	420
4009	MIDWEST PHOTO	111925	3-065840-02	20256375	174.00	Pending approval	434
7309	SYNCHRONY BANK	11/19/25	983540-PRCKJK	20251130	180.46	Pending approval	470
2191	AMAZON	111925	1CMG-QGCH-9DKP	20250242	182.65	Pending approval	472
5612	CHARM-TEX, INC.	111925	0424729	20251024	184.90	Pending approval	418
6682	FP MAILING SOLUTIONS	111925	RI106854020	20256494	191.85	Pending approval	434
833	VERIZON WIRELESS GRE	111925	6126338223	20256373	206.36	Pending approval	434
2119	GORDON FLESCH COMPAN	111925	IN15389035	20255533	216.00	Pending approval	472
8982	CONNECT PARENT CORPO	111925	490000603265	20250404	223.55	Pending approval	438
1127	QUILL CORPORATION	111925	46519765	20252848	224.63	Pending approval	404
657	LANGUAGE LINE SERVIC	111925	11757606	20256684	228.75	Pending approval	420
930	WATERMAN, RON	111925	2025 FP training	20256675	232.50	Pending approval	420
2245	RICHWOOD BANKING VIS	111925	11022025	20256623	232.90	Pending approval	404
5114	OSBURN ASSOCIATES IN	111925	INV15712	20255099	233.00	Pending approval	438
2119	GORDON FLESCH COMPAN	11/19/25	IN15389036	20254426	233.65	Pending approval	412
1127	QUILL CORPORATION	111925	46391729	20250266	237.18	Pending approval	472
10198	WHARTON, KOTA	111925	INV-358	20252450	240.00	Pending approval	422
9858	WEX BANK	111925	108631307	20256621	246.60	Pending approval	434
2004	FISHEL DOWNEY ALBRE	111925	183	20250136	250.00	Pending approval	438
4356	KONICA MINOLTA BUSIN	111925	504943064	20250467	266.20	Pending approval	422
3629	VISA	111925	OCTOBER_1688	20256261	282.53	Pending approval	412
1127	QUILL CORPORATION	111925	46315025.15375.18754	20256474	282.79	Pending approval	404
1127	QUILL CORPORATION	111925	46507503	20252848	283.49	Pending approval	404
177	UNION RURAL ELECTRIC	11/19/25	223002	20250859	287.98	Pending approval	470
6682	FP MAILING SOLUTIONS	111925	RI106851100	20256495	288.92	Pending approval	434
177	UNION RURAL ELECTRIC	11/19/25	223004	20250859	293.68	Pending approval	470
1127	QUILL CORPORATION	11/19/25	46543748	20251286	298.50	Pending approval	412
53	SE HARDIN/NW UNION F	111925	223130	20256718	300.00	Pending approval	438
3231	YURASEK, OWENS-RUFF	111925	Hewitt	20256491	300.00	Pending approval	434
3231	YURASEK, OWENS-RUFF	111925	EDWARDS	20256490	300.00	Pending approval	434
7344	BEIGHTLER, ROBERT E.	111925	222805	20250410	300.00	Pending approval	438
2191	AMAZON	111925	197M-9G9X-LVQF	20250242	305.96	Pending approval	472
3227	IMIT, LLC	111925	10-2025 - VAWA	20252133	320.00	Pending approval	446
516	SILCO FIRE PROTECTIO	11/19/25	6038188	20250921	329.50	Pending approval	470
3204	JOHN DEERE FINANCIAL	111925	220122	20255681	339.98	Pending approval	438
3629	VISA	111925	OCT_1688	20256084	384.45	Pending approval	412
10341	SPITZNAGEL, TERESA	111925	10.2025 FC	20256674	385.00	Pending approval	420
3227	IMIT, LLC	111925	09-2025-VOCA	20252142	400.00	Pending approval	446
3227	IMIT, LLC	111925	9-2025 - VAWA	20252133	440.00	Pending approval	446
4420	AT&T	111925	419R01038111G	20250402	448.80	Pending approval	438
4420	AT&T	111925	419R01040711G	20250402	448.80	Pending approval	438
9835	PRECISION LASER & IN	111925	INV88179	20256593	488.25	Pending approval	438



**UNION COUNTY COMMISSIONERS JOURNAL 2025**  
**November 19, 2025**

Vendor	Name	CHECK RUN	Invoice	PO	Invoice Amt	Status	Dept
9855	SYSCO FOOD SERVICE O	111925	419945104, 419963998	20256670	499.85	Pending approval	418
9240	SUPERIOR BUILDING SE	11/19/25	8464	20250927	505.00	Pending approval	470
7304	KALIDA TRUCK	111925	K557008	20256629	563.68	Pending approval	422
1430	PURCHASE POWER	111925	1028415089	20256689	594.90	Pending approval	420
9582	HARGROVE, JAMES A	11/19/25	222794	20251297	600.00	Pending approval	412
239	CAPITOL COPY INC	111925	INV872332, 333,790,	20256682	608.28	Pending approval	420
1389	JOHNSON CONTROLS	11/19/25	25055025	20250907	613.29	Pending approval	470
9314	MAGGIO, CHELSEA	11/19/25	2024JA059;2024JA066	20256703	630.00	Pending approval	412
3227	IMIT, LLC	111925	10-2025-VOCA	20252142	640.00	Pending approval	446
7311	TAYLOR, JOHN K.	111925	17002	20256631	648.16	Pending approval	422
5805	MATRIX POINTE SOFTWA	111925	OH-UNION-2025-11	20256594	650.00	Pending approval	434
5713	GRAINGER	11/19/25	222795	20251122	667.14	Pending approval	470
5219	MOORE MEDICAL LLC	111925	94920189, 94932730	20251027	707.02	Pending approval	418
886	DAVE'S PHARMACY	111925	October billing	20256667	730.88	Pending approval	418
833	VERIZON WIRELESS GRE	111925	Bldg6127378928	20250505	747.43	Pending approval	422
451	SMART OIL COMPANY	11/19/25	10845357	20251129	825.66	Pending approval	470
1293	DELL MARKETING LP	11/19/25	10843074711	20256211	876.60	Pending approval	412
2245	RICHWOOD BANKING VIS	111925	BldgOct25	20256639	882.50	Pending approval	422
6741	TKE CORP	11/19/25	3009002803	20256634	929.53	Pending approval	412
8449	AUNALYTICS, INC.	111925	30038808	20250261	1,048.90	Pending approval	410
383	TURNING POINT	111925	WAM2025 Turning pt	20256363	1,097.05	Pending approval	446
2532	OHIO CSEA	111925	24859	20256707	1,100.00	Pending approval	420
4710	CONNECT AMERICA.COM	111925	99	20256609	1,115.00	Pending approval	420
3229	KROGER	111925	54813 11/11/25	20251026	1,256.82	Pending approval	418
1491	SUN AUTO TIRE &	11/19/25	223013	20256688	1,315.58	Pending approval	412
1534	US BANK	111925	567710124	20256496	1,347.69	Pending approval	434
8534	SAPLING, INC	111925	0107675-IN	20256332	1,509.91	Pending approval	438
10145	CANON USA, INC	111925	42155466	20250810	1,573.24	Pending approval	418
3105	SONSTEIN, JO	111925	10.2025 FC	20256673	1,595.00	Pending approval	420
10427	NISSIN TRAVEL SERVIC	11/19/25	1126088	20256701	1,732.50	Pending approval	412
10355	FEDERAL SIGNAL CORP	11/19/25	9065264	20256618	1,797.00	Pending approval	412
10147	WAGNER, THOMAS R.	111925	10.2025 FC	20256676	1,800.00	Pending approval	420
8449	AUNALYTICS, INC.	111925	30038814	20250316	1,844.18	Pending approval	404
177	UNION RURAL ELECTRIC	11/19/25	223003	20250859	1,922.84	Pending approval	470
177	UNION RURAL ELECTRIC	111925	990700 11/7/25	20256668	2,017.52	Pending approval	418
7702	BIDDLE CONSULTING	111925	81556	20256582	2,046.00	Pending approval	438
451	SMART OIL COMPANY	111925	112320	20250486	2,146.50	Pending approval	422
6103	SARGENT, LAURA	111925	10.2025 FC	20256681	2,177.64	Pending approval	420
451	SMART OIL COMPANY	111925	112322	20250486	2,220.00	Pending approval	422
733	MCAULIFFE'S ACE	11/19/25	222775	20250835	2,237.48	Pending approval	470
1294	PAT'S PRINT SHOP	111925	2025Oct053	20256453	2,347.00	Pending approval	446
226	CLEMAN'S NELSON & ASS	11/19/25	35511	20256699	2,430.00	Pending approval	412
52	DAYTON POWER & LIGHT	11/19/25	223008	20250920	2,460.88	Pending approval	470
948	THE BUCKEYE RANCH IN	111925	12275	20256679	2,600.00	Pending approval	420
10079	FOURTH COAST SUPPLY	111925	11146	20255833	2,604.91	Pending approval	422
451	SMART OIL COMPANY	111925	112323	20250486	2,911.50	Pending approval	422
8661	NECCO, LLC	111925	53	20256704	3,100.00	Pending approval	420
1532	DAVIS, DANIEL PHD	11/19/25	2219	20256605	3,300.00	Pending approval	412
1605	CARDONE, JULIE	111925	10.2025 FC	20256680	3,440.00	Pending approval	420
8449	AUNALYTICS, INC.	111925	30038813	20250316	3,481.00	Pending approval	404
1212	TREASURER STATE OH (	111925	0522665-IN	20250389	3,584.00	Pending approval	438
52	DAYTON POWER & LIGHT	11/19/25	223007	20250920	4,020.77	Pending approval	470
1354	SPECIALIZED ALTERNAT	111925	OCT2025	20256685	4,431.14	Pending approval	420

**UNION COUNTY COMMISSIONERS JOURNAL 2025**  
**November 19, 2025**

Vendor	Name	CHECK RUN	Invoice	PO	Invoice Amt	Status	Dept
7406	AMAZON CAPITAL	11/19/25	1DMC-THWT-1VT7	20255677	4,799.80	Pending approval	470
52	DAYTON POWER & LIGHT	11/19/25	223009	20250920	4,980.98	Pending approval	470
10151	HARVEY, MIRANDA	111925	10.2025 FC	20256677	5,281.09	Pending approval	420
10426	EUNA SOLUTIONS, INC	11/19/25	INV132696	20256610	5,486.25	Pending approval	412
1973	VILLAGE NETWORK	111925	1125-1237	20250939	6,052.75	Pending approval	420
1921	NATIONAL YOUTH ADV	111925	10.2025	20256686	6,080.96	Pending approval	420
52	DAYTON POWER & LIGHT	11/19/25	222773	20250920	6,581.04	Pending approval	470
2175	TREASURER OF STATE (	111925	25RC05722	20256581	8,490.00	Pending approval	438
9315	INTERACTION INSIGHT	111925	5440	20256633	8,586.00	Pending approval	438
1500	SAFEHOUSE MINISTRIES	111925	1010787	20251001	9,920.00	Pending approval	420
4353	ASPHALT MATERIALS, I	111925	9013390379	20256481	10,229.84	Pending approval	422
4353	ASPHALT MATERIALS, I	111925	4013390375	20256483	11,012.60	Pending approval	422
8365	DARTPOINTS	111925	150562	20255887	12,301.57	Pending approval	404
1835	CORNELL ABRAXAS GROU	111925	10972	20256683	12,927.00	Pending approval	420
1895	KEYSTONE RICHLAND CE	111925	30002180021	20256693	13,206.00	Pending approval	420
4353	ASPHALT MATERIALS, I	111925	9013389629	20256480	16,710.94	Pending approval	422
4353	ASPHALT MATERIALS, I	111925	9013389917	20256479	19,881.73	Pending approval	422
4353	ASPHALT MATERIALS, I	111925	9013389794	20256478	19,911.21	Pending approval	422
10206	THE JULIA PAIGE FAMI	111925	1125-80A	20256678	21,576.00	Pending approval	420
8386	JENKINS, MARK	111925	2460	20256672	29,240.00	Pending approval	420
3186	STRAWSER PAVING CO.	111925	002	20256642	32,625.00	Pending approval	422
4353	ASPHALT MATERIALS, I	111925	9013390648	20256482	37,211.66	Pending approval	422

  
 Administrator 11.19.25  
 11/19/2025

C.J. 2025  
 Date 11/19/2025

\* \* \*

## UNION COUNTY COMMISSIONERS JOURNAL 2025

November 19, 2025

**ADMINISTRATOR ACTION NO. 25-127A:****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
359	1	11/10/2025	Transfer			manderson	65142208	550305		cover year end expenses	11/10/2025	D	\$ 25,000.00
359	2	11/10/2025	Transfer			manderson	65142208	530100		cover year end expenses	11/10/2025	I	\$ 25,000.00
ADD'L DESC: Engineers - cover year end expenses													
409	1	11/10/2025	Transfer			manderson	25042200	520100		cover year end expenses	11/10/2025	D	\$ 450.00
409	2	11/10/2025	Transfer			manderson	25042200	550100		cover year end expenses	11/10/2025	I	\$ 450.00
ADD'L DESC: Engineers - cover year end expenses													
538	1	11/13/2025	transfer			kbrown	04720600	520100		transfer	11/13/2025	D	\$ 1,000.00
538	1	11/13/2025	transfer			kbrown	04720600	530100		transfer	11/13/2025	I	\$ 1,000.00
ADD'L DESC: EMA-transfer													
547	1	11/13/2025	Transfer			manderson	65142208	540100		cover year end expenses	11/13/2025	D	\$ 1,295.00
547	2	11/13/2025	Transfer			manderson	65142208	520100		cover year end expenses	11/13/2025	I	\$ 1,295.00
547	3	11/13/2025	Transfer			manderson	65142208	550155		cover year end expenses	11/13/2025	D	\$ 1,446.00
547	4	11/13/2025	Transfer			manderson	65142208	530100		cover year end expenses	11/13/2025	I	\$ 1,446.00
547	5	11/13/2025	Transfer			manderson	65142208	550315		cover year end expenses	11/13/2025	D	\$ 3,000.00
547	6	11/13/2025	Transfer			manderson	65142208	530100		cover year end expenses	11/13/2025	I	\$ 3,000.00
ADD'L DESC: Engineers - cover year end expenses													
592	1	11/13/2025	UNEMP COMP			bsattler	04385100	510100		to unemployment	11/13/2025	D	\$ 3,000.00
592	2	11/13/2025	UNEMP COMP			bsattler	04385100	510230		from administration	11/13/2025	I	\$ 3,000.00
ADD'L DESC: Sheriff moving funds to Unemployment Compensation													
613	1	11/13/2025	Transfer			manderson	25002300	520100		cover year end expenses	11/13/2025	D	\$ 9,838.76
613	2	11/13/2025	Transfer			manderson	25042200	550100		cover year end expenses	11/13/2025	I	\$ 9,838.76
ADD'L DESC: Engineers - cover year end expenses													
648	1	11/14/2025	Amend			cbailey	04040400	510305		shortfall	11/14/2025	I	\$ 1,710.00
648	2	11/14/2025	Amend			cbailey	04040400	510310		shortfall	11/14/2025	I	\$ 80.00
648	3	11/14/2025	Amend			cbailey	04040400	510315		shortfall	11/14/2025	I	\$ 10.00
648	4	11/14/2025	Amend			cbailey	04040400	530100		shortfall	11/14/2025	D	\$ 1,800.00
ADD'L DESC: Auditor- cover year end expenses													
677	1	11/14/2025	Amend			jalexander	41141204	530100	CDB24	Increase for expenses	11/14/2025	I	\$ 15,000.00
ADD'L DESC: Commissioners - Increase for end of year invoices for CDBG project amendment to													
686	1	11/17/2025	Fr Pat Trv			bsattler	04385200	550110		To Patrol Training	11/17/2025	D	\$ 2,000.00
686	2	11/17/2025	Fr Pat Trv			bsattler	04385200	550100		From Patrol Training	11/17/2025	I	\$ 2,000.00
ADD'L DESC: Sheriff - cover year end expenses													

  
 Administrator

 11-19-25  
 11/19/2025

 C.I. 2025  
 25-127A  
 Date 11/19/2025

## UNION COUNTY COMMISSIONERS JOURNAL 2025

November 19, 2025

**TRANSFER FORM**

11/19/25 Wednesday (Due to the Auditor by noon Monday)

Department: CommissionersDate: 11/10/25**RESOLUTION RE: TRANSFER OF FUNDS**A motion was made by \_\_\_\_\_ and seconded by \_\_\_\_\_  
to approve the following transfer (s):

<b>From:</b> <u>General</u>	<u>010CO132</u>	<u>Disburse Out</u>	<u>Exp</u>	<u>550190</u>	<u>COG25</u>
Fund Name	Org Number	Object Name		Object Number	Project Number
<b>To:</b> <u>COG</u>	<u>98500000</u>	<u>Reimbursement</u>	<u>Rev</u>	<u>480110</u>	<u>NA</u>
Fund Name	Org Number	Object Name		Object Number	Project Number
	<b>Amount: \$</b>	<u>3,083.34</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:**

Inv 9314 - Aerial Pole Transfers

Approved by Administrator W.A.

Roll call vote resulted as follows:

 Steve Robinson \_\_\_\_\_  
 Tom McCarthy \_\_\_\_\_  
 Dave Lawrence \_\_\_\_\_
cc: Auditor  
Originator  
Resolution FileC.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): Janell Alexander JA

revised 1/2/2025

Auditor's Office Approval MW 11/13/25

\* \* \*



## UNION COUNTY COMMISSIONERS JOURNAL 2025


November 19, 2025

**ADMINISTRATOR ACTION NO. 25-128A:****Approval of Capital Equipment Requests – Board of Elections**

County Administrator Bill Narducci approved the following Capital Equipment Requisitions:

Requisition	Entry Date	Description	Amount	Status	Vendor Name	Department
25007156	11/18/2025	office computer	1,024.25	Released	DELL MARKETING LP	408 BOARD OF ELECTIONS

Additional Description: Board of Elections office computer

  
 Administrator 11-19-25  
 11/19/2025

C.J. 2025  
 25-128A  
 Date 11/19/2025

\* \* \*

\* County Administrator William Narducci provided the following updates:

- He attended Dale Bartow's, Executive Director of Veterans Services, retirement party yesterday with Ginger Yonak and Janell Alexander.
- The Del Webb groundbreaking was yesterday in Jerome Township. He was impressed with how much work that has already been done on this project. The Pulte Group is already working on another one Del Webb community in Delaware County.
- Union County received almost \$1 million in CDBG grant funds for critical infrastructure projects in Milford Center and Richwood. This is a huge win for the county and those villages.
- Data Board and Wade Branstiter have been working on cybersecurity for the county. House Bill 96 requires all counties to have these, and Union County's will be ready to be put in place by January 1, 2026.
- He had a follow up meeting with Brad Bodenmiller, Jeremy Hoyt and MORPC to discuss the areawide 208 plan. This was an in-person meeting, and they asked MORPC a lot of questions. Currently, the 208 plan is a statewide organization, and the areawide plan would only be five counties. The board would be made up of 14 people, and it would be a more localized board.
- Commissioner Robinson asked who decides who serves on this board, and Mr. Narducci stated it would be a discussion about who would represent Union County.
- Commissioner McCarthy asked if Madison County would be part of this plan, and Mr. Narducci stated they have their own 208 plan.
- Mr. Narducci stated he feels more comfortable moving forward with joining this plan because the decision making would be on a local level, and not a state level. If MORPC would like a letter of support from the Board for this, he would like them to come in and present their information to the Board.
- He has a 161 corridor meeting on Friday. The group wants to see positive development along this corridor.

Jeff Stauch arrived at this time.

## UNION COUNTY COMMISSIONERS JOURNAL 2025

November 19, 2025

- 
- Commissioner McCarthy asked how to prevent this corridor from turning into State Route 23, and Mr. Narducci stated ODOT has done a study that shows where the problems are.
  - Mr. Stauch stated the study showed a lot of failures, and Commissioner McCarthy asked what those failures meant.
  - Mr. Stauch stated the study is based on how long drivers have to sit at intersections at rush hours.
  - Mr. Narducci stated he will be out of the office next Wednesday, November 26.

\* \* \*

## Engineer's Office Update – Jeff Stauch, Engineer:

- This week, they have settled on a revised schedule for the Houchard Road roundabout project. The finished plans for this project will be done next February, and construction will begin in late spring or early summer. Construction on the other sections of Houchard Road will be in 2027 or later.
- Recently, an employee was hired and received his CDL with in-house training. This employee has since left and found employment elsewhere. New hires sign an agreement that states if they leave before 24 months of employment, they are required to pay half of the \$4000 it costs to provide the CDL training. The office has tried numerous times to get in contact with this individual, and they have gotten no response. Mr. Gray and the Prosecutor's Office have already sent a letter, and there was no response. Mr. Stauch stated he has asked Mr. Gray to draft a resolution authorizing the Engineer's Office to pursue legal action to get that money back.
- Commissioner McCarthy stated he has responsibility for this since he signed an agreement.
- Commissioner Robinson asked the cost savings for in-house training compared to sending someone to school, and Mr. Stauch stated it is cheaper and the trainer and trainee can also be doing other job duties during the day.
- Mr. Stauch will be sending the budget memos and summaries to the Board before their budget discussion next week. This will be similar to last year's budget with no large bridge projects and a limited paving program. With the latest transportation bill, the state was supposed to be sending counties additional gas tax funds. Unfortunately, those funds have not been seen, and CEOA (County Engineer's Association of Ohio) has been trying to find out why.
- The guardrail program and road striping are completed for the year.
- The Claibourne Road Bridge opened back up last Friday.
- The Richwood Operations facility crew has moved back to their facility in the northern part of the county for the season.
- He is meeting with Jerome Village this Friday to discuss their request for a gated entrance on a road. Although the Engineer's Office has approved a few in the past, they are not comfortable with this request.
- Commissioner Robinson asked if Jerome Village would take over the maintenance of the road.
- Commissioner McCarthy asked if the Engineer's Office could require a fund for maintenance, and Mr. Narducci stated he is not sure if that can be done.
- Mr. Stauch stated Cadence Solar is done with most of their heavy construction loads and if the roads are in good shape, the bond will be released.
- He met with Del Webb about roundabout designs on Brock Road, and there is a chance it will be built next year.
- The Engineer's Office is working on a road maintenance agreement with the City of Marysville for Amrine-Wood Road, and a development proposal for Weldon Road and State Route 161. There are concerns about how narrow Weldon Road is, so they are working through options.
- There is currently a job opening for a Maintenance Worker 2, and they have hired a Operations Administrative Assistant.

## UNION COUNTY COMMISSIONERS JOURNAL 2025

November 19, 2025

- 
- Commissioner McCarthy asked if they have backfilled the electrical inspector position, and Mr. Stauch stated they have two good candidates they are interviewing.
  - Commissioner McCarthy asked if Mr. Stauch has made any progress with requiring a bond when companies are installing utilities in the road right-of-way, and Mr. Stauch stated his staff met and discussed this yesterday.
  - Mr. Stauch asked if the Board would like to have a public hearing to notify the public of these changes, and Commissioner McCarthy asked if they had to advertise this public hearing.
  - Mr. Gray stated there is no statute in place to notify the public, Commissioner Robinson suggested picking a date and time during session.
  - Commissioner Robinson stated the ag community will be pleased this is happening.

Jeff Stauch left at this time.

\* \* \*

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

- He is keeping busy working on things as they come in.

\* \* \*

\*Budget Analyst Janell Alexander provided the following updates:

- No report.

\* \* \*

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

- The Ohio Department of Commerce Division of Liquor Control sent a letter notifying the Board they can object to a renewal of any retail permit.
- Commissioner McCarthy suggested reaching out to the Sheriff's Office and the Marysville Police Department for their feedback, and Mr. Narducci stated he would do that.

\* \* \*

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

- He attended the joint CIC meeting with Economic Development last week.

\* \* \*

\*Commissioner Tom McCarthy provided the following updates:

- He met with Adam Negley and Jason Orcena to discuss current county needs and how OneOhio funds can help. There will be a OneOhio meeting on Monday, December 8.
- He attended the Board of DD meeting on Monday, and he had new member orientation for the Bridges Community Action Board on Tuesday.

\* \* \*

## UNION COUNTY COMMISSIONERS JOURNAL 2025

November 19, 2025

---

\*Commissioner Steve Robinson provided the following updates:

- He attended the LUC meeting last week, and they approved their 2026 budget. There will also be some zoning changes in Union County next year, and Joseph Groves from Soil & Water is now at LUC.
- He has a COYC meeting tomorrow, and the LUC dinner is tomorrow evening.
- He has a CEBCO Board meeting on Friday to approve the budget.

\* \* \*

\*Received the following plats for signature:

- Homestead at Scotts Farm Phase 3
- Del Webb Maygrass Phase 1B

\* \* \*

\*Received the following office holiday schedules:

- Prosecutor's Office:
  - December 24, 2025 – Closing at 12:00 p.m.
  - December 26, 2025 – Closed
  - December 31, 2025 – Closing at 12:00 p.m.
  - January 1, 2026 – Closed
- Common Pleas Court:
  - December 24, 2025 – Closing at 12:00 p.m.
  - December 26, 2025 – Closed
  - December 31, 2025 – Closing at 12:00 p.m.
  - January 1, 2026 – Closed
- Probate and Juvenile Court:
  - December 24, 2025 – Closing at 12:00 p.m.
  - December 26, 2025 – Closed
  - December 31, 2025 – Closing at 12:00 p.m.
  - January 1, 2026 – Closed
- Clerk of Courts:
  - December 24, 2025 – Closing at 12:00 p.m.
  - December 26, 2025 – Closed
  - December 31, 2025 – Closing at 12:00 p.m.
  - January 1, 2026 – Closed
- Treasurer's Office:
  - November 27, 2025 – Closed
  - November 28, 2025 – Closed
  - December 24, 2025 – Closing at 12:00 p.m.
  - December 25, 2025 – Closed
  - December 31, 2025 – Closing at 12:00 p.m.
  - January 1, 2026 – Closed
- Board of Elections:
  - November 26, 2025 – Closing at 12:00 p.m.
  - November 27, 2025 – Closed
  - November 28, 2025 – Closed

\* \* \*

## UNION COUNTY COMMISSIONERS JOURNAL 2025

November 19, 2025

\*Received the following notice to legislative authorities:



**Department of  
Commerce**

Division of Liquor Control

[com.ohio.gov](http://com.ohio.gov)

Mike DeWine, Governor   Jim Tressel, Lt. Governor   Sherry Maxfield, Director

November 10, 2025

CLERK OF UNION COUNTY COMMISSIONERS  
233 W SIXTH ST  
MARYSVILLE, OH 43040

**NOTICE TO LEGISLATIVE AUTHORITIES  
Objections to Renewal of a Retail Liquor Permit**

Dear Clerk of Legislative Authority:

All Class C and D retail permits that sell alcoholic beverages in your political subdivision will expire on **February 1, 2026**. Every retail permit holder must timely file an online renewal application with the Division to maintain their permit privileges and ability to sell alcoholic beverages.

Ohio Revised Code Section 4303.271(B) provides the legislative authority with the right to object to the renewal of a retail permit and to request a hearing. This will be your only opportunity to object to the renewal of liquor permit premises, which might be a problem in your community.

To register a valid objection with the Division of Liquor Control and request a hearing, the legislative authority must pass a resolution that specifies the problems at the liquor permit premises and the legal grounds for the objection as set forth in Ohio Revised Code Section 4303.292(A). We suggest that a separate resolution be passed for each permit premises. The Chief Legal Officer of your political subdivision must also submit a statement with the resolution that, in their opinion, the objection is based on substantial legal grounds within the meaning and intent of Ohio Revised Code Section 4303.29(A).

**The resolution and Chief Legal Officer's statement must be emailed to [liquorlegal@com.ohio.gov](mailto:liquorlegal@com.ohio.gov) or mailed to the Division of Liquor Control, Attn: Legal Section, 6606 Tussing Road, P.O. Box 4005, Reynoldsburg, Ohio 43068-9005 and postmarked no later than January 2, 2026.**

You can find retail permit holders within your jurisdiction by going to [com.ohio.gov/liquorinfo](http://com.ohio.gov/liquorinfo) and selecting the "retail (Class C/D)" tab. Enter the search criteria like "issued, issued-pending transfer," the classes (C/D), and your taxing district number in the report. You can also contact your local law enforcement agency in case it has any information that will help you decide whether to object and request a hearing. For more information on other ways to deal with problem establishments, including a copy of the text of this letter, go to [com.ohio.gov/govhelp](http://com.ohio.gov/govhelp).

If you decide that there are no permit premises within your jurisdiction that you wish to object to, you do not need to take any further action. The renewal applications for those premises will be submitted by the permit holders and will be processed by the Division as appropriate.

If you have questions, please contact the Legal Section at [liquorlegal@com.ohio.gov](mailto:liquorlegal@com.ohio.gov). For more information, sign up for our emails at [com.ohio.gov/stayinformed](http://com.ohio.gov/stayinformed).

Division of Liquor Control, Licensing Section



## UNION COUNTY COMMISSIONERS JOURNAL 2025


November 19, 2025

---

\*Commissioner Steve Robinson adjourned the meeting at 10:06 a.m.


---

The preceding Minutes were read and approved December 10, 2025.

 Digitally signed by Steve Robinson  
DN: cn=Steve Robinson,  
o=Commissioners,  
ou=Commissioner,  
email=mlehman@unioncountyohio.  
gov, c=US  
Date: 2025.12.10 10:33:08 -05'00'  
Adobe Acrobat version:  
2020.005.30793


---

Steve Robinson  
Commissioner

 Digitally signed by David A. Lawrence  
DN: cn=David A. Lawrence,  
o=Commissioners, ou=Commissioner,  
email=mlehman@unioncountyohio.gov,  
c=US  
Date: 2025.12.10 10:35:55 -05'00'  
Adobe Acrobat version: 2020.005.30793


---

David A. Lawrence  
Commissioner

 Digitally signed by Tom McCarthy  
DN: cn=Tom McCarthy, o=Commissioners,  
ou=Union County Commissioners,  
email=mlehman@unioncountyohio.gov,  
c=US  
Date: 2025.12.10 10:52:14 -05'00'  
Adobe Acrobat version: 2020.005.30793

---

Tom McCarthy  
Commissioner

 Digitally signed by Mallory Lehman  
DN: cn=Mallory Lehman,  
o=Commissioners, ou=Assistant  
Clerk to the Board,  
email=mlehman@unioncountyohio.  
gov, c=US  
Date: 2025.12.10 10:54:31 -05'00'  
Adobe Acrobat version:  
2020.005.30793

---

Mallory Lehman, Clerk to the Board