## UNION COUNTY COMMISSIONERS JOURNAL 2025 September 24, 2025

The Union County Commissioners met in regular session on this 24<sup>th</sup> day of September 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; Ginger Yonak, Human Resources Director; Mike Williamson, Marysville Journal Tribune; and Joe Case, Marysville Matters were in attendance.

\* \* \*

County Employees Benefits Update – Ginger Yonak:

- Since joining CEBCO in 2009, health insurance has increased on average 6.6%. The increase for Union County in 2026 is 15%, and this is the highest increase. Roughly 80% of county employees are on the wellness program, and those employees pay a reduced insurance rate.
- Commissioner McCarthy asked if employees could see how much the county is paying versus how much they are paying, and Ms. Yonak stated she would talk to the Auditor's Office and run a report to show this.
- Commissioner Robinson stated he would be in favor of splitting the 15% increase between the employee and the county. Meaning, the employees' share would increase by 7.5%, but the county would be absorbing the remainder of the increase.

Emmett Kelly, Frost Brown Todd LLP, arrived at this time.

- Commissioner McCarthy agreed with Commissioner Robinson and stated the 7.5% increase to employees would be fair.
- Commissioner Lawrence asked if cost of living raises would be impacted by this, and Mr. Narducci stated the compensation plan that was approved last year would help with this. This plan does not recommend raises. It gives minimum, middle ground, and maximum pay for different positions, and moves employees that are currently making below the minimum up to the new minimum. The plan originally found there needed to be a 13% increase, but the Board decided to do 6.5% in 2025 and 6.5% in 2026.

A member of the public arrived at this time.

- Ms. Yonak stated the compensation plan was originally developed in 2013 but needs updated as positions are added and removed. The document is user friendly and allows for flexibility in job titles. She will have the health insurance rates document ready for the Board to approve next week.
- Commissioner McCarthy asked how many employees use the flex savings plan, and Ms. Yonak stated about 20% of employees. It is usually the same employees every year.

## UNION COUNTY COMMISSIONERS JOURNAL 2025 September 24, 2025

Ginger Yonak left the meeting at this time.

\* \* \*

## **RESOLUTION NO. 25-402:**

### **Approve the Minutes from the September 3, 2025, Meeting – Commissioners**

The Board of County Commissioners approved the minutes from the September 3, 2025, meeting.

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

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

\* \* \*

#### **RESOLUTION NO. 25-403:**

## Approve the Minutes from the September 10, 2025, Meeting – Commissioners

The Board of County Commissioners approved the minutes from the September 10, 2025, meeting.

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

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

\* \* \*

## UNION COUNTY COMMISSIONERS JOURNAL 2025 September 24, 2025

#### **RESOLUTION NO. 25-404:**

# A Resolution Accepting the Amounts and Rates as Determined By the Budget Commission and Authorizing the Necessary Tax Levies and Certifying Them to the County Auditor – Auditor

The Board of County Commissioners hereby approves a Resolution Accepting the Amounts and Rate as Determined By the Budget Commission and Authorizing the Necessary Tax Levies and Certifying Them to the County Auditor.

# RESOLUTION ACCEPTING THE AMOUNTS AND RATES AS DETERMINED BY THE BUDGET COMMISSION AND AUTHORIZING THE NECESSARY TAX LEVIES AND CERTIFYING THEM TO THE COUNTY AUDITOR

### (BOARD OF COUNTY COMMISSIONERS)

Rev. Code, Secs. 5705.34, .35

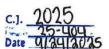
The Board of County Commissioners of	Union County, Ohio, met
in regular session on the 24th  (Regular or Special)  the office of Commissioners' Hearing Room	day of September , 2025 , at with the following members present:
	Robinson
Tom I	McCarthy
David	A. Lawrence
Mr. David A. Lawrence	moved the adoption of the following Resolution:
WHEREAS, This Board of County Commission	oners in accordance with the provisions of law has
previously adopted a Tax Budget for the next succeed	ding fiscal year commencing January $1^{st}$ , $2026$
and	
WHEREAS, The Budget Commission of	Union County, Ohio, has
certified its action thereon to this Board together wi	th an estimate by the County Auditor of the rate
of each tax necessary to be levied by this Board, and	d what part thereof is without, and what part
within, the ten mill tax limitation; therefore, be it	
RESOLVED, By the Board of County Comm	issioners of
County, Ohio, that the amounts and rates, as determ	ined by the Budget Commission in its certification,
be and the same are hereby accepted; and be it furth	ner
RESOLVED, That there be and is hereby lev.	ied on the tax duplicate of said County the rate
of each tax necessary to be levied within and withou	at the ten mill limitation as follows:

#### Union County - 2025 SCHEDULE A SUMMARY OF AMOUNTS REQUIRED FROM GENERAL PROPERTY TAX APPROVED BY BUDGET COMMISSION, AND COUNTY AUDITOR'S ESTIMATED TAX RATES County County Auditor's Auditor's Estimate of Amount Estimate of Tax Rate Tax Rate Amount to be Approved by to be Levied to be Levied **Budget Com-**Derived from mission Inside Levies Outside Inside 10M. Outside 10M. Limit 10M. Limitation 10M. Limitation Limit FUND Column III Column IV Column II Column I 3.40 13,046,300 A. General Fund D. Road and Bridge Fund 0.65 1,843,600 E. District Board of Health 0.75 1,657,000 E. District Board of Health Q. Airport Construction Funds Q. Building Construction Funds Q. Ditch Construction Funds Q. Sewer Construction Funds Q. Water Construction Funds Q. Incinerator Construction Funds Q. Road Construction Funds Q. Other - Miscellaneous Construction Funds S. Relief and Welfare Special Levy Funds S. Child Welfare Services Special Levy Funds 0.80 S. Health, Mental Health 2,060,200 4,175,700 1.10 S. MRDD Special Levy Funds 5,135,700 2.40 S. MRDD Special Levy Funds 7,243,700 3.80 S. MRDD Special Levy Funds 37,500 1.00 S. Other- Misc Special Levy Funds - 9-1-1 Plain City 1.00 2,527,600 S. Other- Misc Special Levy Funds - 9-1-1

13,046,300

TOTAL

24,681,000



3.40

11.50

Union County - 2025		
SCHEDULE B		
LEVIES OUTSIDE 10 MILL LIMITATION, EXCLUSION	VE OF DEBT LEVIE	S
FUND	Maximum Rate Authorized to Be Levied	County Auditor's Estimate of Yield of Levy (Carry to Schedule A, Column II)
GENERAL FUND:		
Current Expense Levy authorized by voters on ,		
not to exceed years.		
Current Expense Levy authorized by voters on ,		
not to exceed years.  Current Expense Levy authorized by voters on ,		
not to exceed years.		
TOTAL GENERAL FUND OUTSIDE 10 M. LIMITATION		
SPECIAL LEVY FUNDS:		
SPECIAL LEVY FUNDS:		
Health Levy authorized by voters on November 2, 2021 not to exceed 10 years. (2022-2031)	0.75	1,657,000
Health Levy authorized by voters on November 6, 2018 not to exceed 10 years (2019 - 2028)	0.65	1,843,600
Mental Health Levy authorized by voters on November 7, 2017 not to exceed 10 years. (2019 - 2029)	0.80	2,060,200
MRDD Levy authorized by voters on November 5, 2024 not to exceed 7 years. (2025-2031)	1.10	4,175,700
MRDD Levy authorized by voters on November 7, 2023 not to exceed 8 years. (2024-2032)	2.40	5,135,700
MRDD Levy IF authorized by voters on November 4, 2025 not to exceed 5 years. (2026-2030)	3.80	7,243,700
9-1-1 Levy authorized by voters on November 2, 2021 not to exceed 5 years. (2022 - 2026) Union County	1.00	2,527,600
9-1-1 Levy authorized by voters on November 2, 2021 not to exceed 5 years. (2022 - 2026) Plain City	1.00	37,500
Levy authorized by voters on, not to exceed years.		2
and be it further  RESOLVED, That the Clerk of this Board be and he is hereby direct Resolution to the County Auditor of said County.  Mr. / Mrs. TOM MCCOYTHU seconded the Reupon its adoption the vote resulted as follows:  Mr. / Mrs. Ton Mulyythy  Mr. / Mrs. Ton Journal Adopted the Adopted the Adopted the Adopted the Adopted the Adopted September	ed to certify a copy of esolution and the roll  .	
Clerk of the Board of	County Commission	ners of
Muinh		01:
	County,	Unio

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

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

#### **RESOLUTION NO. 25-405:**

## A Resolution of the Union County, Ohio Board of Commissioners Approving the Purchase of Property Commonly Known as 205 E. 11<sup>th</sup> Street in the City of Marysville, Ohio – Commissioners

The Board of County Commissioners hereby approves a Resolution of the Union County, Ohio Board of Commissioners Approving the Purchase of Property Commonly Known as 205 E. 11<sup>th</sup> Street in the City of Marysville, Ohio.

## RESOLUTION No. 25-405

RESOLUTION OF THE UNION COUNTY, OHIO BOARD OF COMMISSIONERS APPROVING THE PURCHASE OF PROPERTY COMMONLY KNOWN AS 205 E. 11<sup>th</sup> STREET IN THE CITY OF MARYSVILLE, OHIO

RESOLUTION AUTHORIZING AND APPROVING THE ENTRY INTO AND THE EXECUTION OF THAT AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE BY AND AMONG THE COUNTY OF UNION COUNTY, OHIO, ACTING BY AND THROUGH THE BOARD OF TRUSTEES OF MEMORIAL HOSPITAL OF UNION COUNTY, OHIO d/b/a MEMORIAL HEALTH, AN OHIO COUNTY HOSPITAL ORGANIZED UNDER CHAPTER 339 OF THE OHIO REVISED CODE, MARK GARWOOD, TIMOTHY GARWOOD, MICHAEL GARWOOD AND MARGARET MONZINGO.

WHEREAS, under Section 339.03 of the Revised Code, the Board of Trustees of Memorial Hospital of Union County, Ohio (the "Hospital") "shall have complete charge of the selection and purchase or lease of a site or sites for a county hospital [including hospital facilities], taking title or leasehold interest to such site or sites in the name of the county..."

WHEREAS, pursuant to Section 339.03 of the Revised Code, the Hospital has negotiated the terms of that Agreement for Purchase and Sale of Real Estate dated August 22, 2025, (the "Purchase Agreement") with Mark Garwood, Timothy Garwood, Michael Garwood, and Margaret Monzingo, tenants in common, as individuals of the State of Ohio (collectively, the "Seller"), for the purchase of the property commonly known as 205 E. 11<sup>th</sup> Street, Marysville, Ohio (the "Property").

WHEREAS, the Hospital is in need of additional land for parking and for future development, and desires to purchase the Property to meet strategic objectives.

WHEREAS, the Hospital, under Section 339.03 of the Revised Code, proposes that Union County, Ohio (the "County"), for the benefit of the Hospital, enter into the Purchase Agreement with Seller for the purchase of the Property, along with any other documents that Hospital deems necessary to memorialize the purchase of the Property.

WHEREAS, on August 28, 2025, the Board of Trustees of Memorial Hospital approved the purchase of the Property.

WHEREAS, to complete the authorization necessary under the laws of the State of Ohio, including without limitation Section 339.03 and Chapter 140 of the Revised Code, the laws of Union County Ohio, and any other applicable laws, it is necessary for the Board of Commissioners of Union County, Ohio (the "Board") to authorize the County to enter into an Assignment and Assumption of the Purchase Agreement, all other documents related thereto and all documents necessary to complete the acquisition of the Property, for the benefit of the Hospital.

NOW, THEREFORE, BE IT RESOLVED by the Board that:

#### Section 1. The Board hereby finds and determines as follows:

- (A) The purchase of the Property pursuant to the terms of the Purchase Agreement will enable the Hospital to fulfill its mission of providing health care services and promoting wellness to the residents of the communities that it serves and to the State without discrimination by reason of race, creed, color or national origin and at the lowest practicable costs;
- (B) The consideration to be paid under the Purchase Agreement and the benefits to be provided to the Hospital and County pursuant to such transactions are fair consideration and will promote the public purposes stated in Section 140.02 of the Ohio Revised Code; and
- (C) The desire to enter into the Purchase Agreement and to purchase the Property are reasonably related to the purposes of the Hospital.
- Section 2. The Board hereby consents to, authorizes, and approves the County entering into the Assignment and Assumption of the Purchase Agreement, all other documents related thereto and all documents necessary to complete the acquisition of the Property and to memorialize the purchase of the Property, all for the benefit of the Hospital (the foregoing documents being collectively referred to as the "Transaction Documents").
- Section 3. The Board approves the Transaction Documents based on the understanding that the Hospital will perform any and all obligations under the Transaction Documents that are imposed on the buyer of the Property and for any liabilities arising from or related to the Hospital's failure to perform such obligations. Under no circumstance shall the County or any of its Commissioners, employees or agents have any liability arising out of or related to the Transaction Documents, including, without limitation, for any financial obligations under the Transaction Documents. Any money payable under the Transaction Documents to the Seller will be payable to the Hospital.
- Section 4. The Board hereby consents to and authorizes the County Administrator to approve any revisions to the Transaction Documents that may be reasonably necessary, to execute the Transaction Documents and to take any and all action that he deems necessary to carry out or enforce the terms of the Transaction Documents.
- Section 5. The Board hereby finds and determines that all formal actions of the Board concerning and relating to the adoption of this resolution were adopted in an open meeting of the Board, and that all deliberations of the Board and of any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.
- Section 6. Each section of this resolution is hereby declared to be independent and the finding or holding of any section thereof to be invalid or void shall not be deemed or held to affect the validity of any other section.
  - Section 7. This resolution shall take effect and be in force immediately upon its adoption.

DOMIC A. LAWYNG introduced this resolution and moved its passage;

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

Steve Robinson

es No

Tom McCarthy

No

Dave Lawrence

No.

Contempo

es) No

Passed: OUPTUTION 24,

BOARD OF COUNTY COMMISSIONERS UNION COUNTY, OHIO

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Steve Robinson

Tom McCarthy

Now Co.

Approved as to Form:

Thavne D. Grav

Assistant Prosecuting Attorney

# ASSIGNMENT AND ASSUMPTION OF AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

#### RECITALS:

- A. Assignor and Mark Garwood, Timothy Garwood, Michael Garwood, and Margaret Monzingo, tenants in common, as individuals of the State of Ohio (collectively, the "Seller") are parties to that Agreement for Purchase and Sale of Real Estate with an Effective Date of August 22, 2025 (the "Purchase Agreement"), where Seller agreed to sell and Assignor agreed to purchase the real estate located in and commonly known as 205 E. 11th Street, Marysville, Ohio, and identified as Union County Tax Parcels No. 2900021810000, which are more particularly described as the "Property" in the Purchase Agreement; and
- B. Assignor now desires to assign to Assignee, all of its rights and obligations in the Purchase Agreement, and Assignee wishes to assume all of Assignor's rights and obligations under the Purchase Agreement, subject to the terms of this Assignment.

NOW, THEREFORE, in consideration of the recitals above set forth in this Assignment, and other good and valuable consideration, Assignee and Assignor agree as follows:

- 1. Assignment and Assumption of Purchase Agreement. Assignor hereby assigns, transfers and sets over unto Assignee all of Assignor's right, title and interest as Purchaser in and under the Purchase Agreement, and Assignee hereby accepts the same, subject to the terms and conditions of the Purchase Agreement and this Assignment. Assignee hereby accepts and assumes all of the liabilities, obligations and duties of the Purchaser under the Purchase Agreement. Notwithstanding the foregoing, Assignor agrees to pay the Purchase Price, along with all other closing costs and expenses, necessary to consummate the acquisition of the Property.
- 2. Representations and Warranties. Assignor represents and warrants to Assignee that Assignor is the Purchaser under the Purchase Agreement and has not previously assigned or transferred its right, title or interest thereunder to any person. Assignor represents and warrants to Assignee that Assignor has the authority to enter into and execute this Assignment and to perform its obligations hereunder. Assignee represents and warrants to Assignor that Assignee has the authority to enter into and to execute this Assignment and to perform its obligations hereunder.

- 3. <u>Defined Terms</u>. Capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Purchase Agreement.
- 4. <u>Interpretation and Applicable Law.</u> This Assignment shall be governed by and construed in accordance with the laws of the State of Ohio. Where required for proper interpretation, words in the singular shall include the plural; and words of any gender shall include all genders. The descriptive headings of the articles, sections and paragraphs in this Assignment are for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.
- 5. <u>Counterparts</u>. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. A telecopied facsimile or electronic copy in portable document format (pdf) of an executed counterpart shall be sufficient to bind a party.

[Signatures are on the following page]

IN WITNESS WHEREOF, the parties have executed this Assignment as the voluntary act as of the Effective Date written above.	neir free and
ASSIGNOR:	
MEMORIAL HOSPITAL OF UNION COUNTY, d/b/a Memorial Health, an Ohio county hospital organized under Chapter 339 of the Ohio Revised Code	
Ву:	
Printed:	
Title:	
ASSIGNEE:	
THE COUNTY OF UNION COUNTY OHIO, acting for the benefit of the	
Board of Trustees of	
Memorial Hospital of Union County, an Ohio county hospital organized under	
Chapter 339 of the Ohio Revised Code	
By: Steve Robinson	
Printed: president	
Title: Mt Molini	
	c.j. <u>2025</u>
Approved as to form	Date 0/10/25

Thayne D. Gray, Asst. Pros. Aug. Sant 10, 2025

#### MEMORIAL HOSPITAL OF UNION COUNTY

# RESOLUTION APPROVING THE PURCHASE OF PROPERTY COMMONLY KNOWN AS 205 E. $11^{TH}$ STREET IN THE CITY OF MARYSVILLE, OHIO

At a duly called meeting of the Board of Trustees of Memorial Hospital of Union County (the "Hospital"), held in accordance with all applicable legal requirements, including open meeting laws, on the 287" day of Avcust 2025, the following resolution was introduced and adopted:

A RESOLUTION OF THE BOARD OF TRUSTEES OF MEMORIAL HOSPITAL OF UNION COUNTY AUTHORIZING AND APPROVING THE PURCHASE OF CERTAIN PROPERTY LOCATED IN THE CITY OF MARYSVILLE, UNION COUNTY, OHIO AND MORE PARTICULARLY DESCRIBED IN EXHIBIT A ATTACHED HERETO AND ALL RELATED DOCUMENTS IN CONNECTION THEREWITH BY THE COUNTY OF UNION COUNTY, OHIO, ACTING BY AND THROUGH THE BOARD OF TRUSTEES OF MEMORIAL HOSPITAL OF UNION COUNTY, OHIO.

WHEREAS, under Section 339.03 of the Ohio Revised Code, the Board of Trustees of the Hospital (the "Board") "shall have complete charge of the selection and purchase or lease of a site or sites for a county hospital [including hospital facilities], taking title or leasehold interest to such site or sites in the name of the county...."

WHEREAS, the Hospital's main campus is located on a parcel of land in the City of Marysville, Ohio, that is surrounded by East 9<sup>th</sup> Street to the north, South Plum Street to the cast, Morey Drive to the south, and London Avenue to the west (the "Main Campus").

WHEREAS, the Main Campus has grown over the years, and as a result, the Main Campus is currently landlocked.

WHEREAS, the Hospital is in need of additional land for parking and/or future development.

WHEREAS, Mark Garwood, Timothy Garwood, Michael Garwood, and Margaret Monzingo, tenants in common, as individuals of the State of Ohio (collectively, the "Seller") own a parcel of land to the east of the Main Campus that is more particularly described in Exhibit A attached hereto (the "Property").

WHEREAS, the Property includes a parcel that could be used by the Hospital for additional parking and/or future development.

WHEREAS, the Hospital has determined that the Property is strategically located next to the Main Campus and is necessary to support the Hospital's delivery of hospital and health care services within Union County, Ohio.

## UNION COUNTY COMMISSIONERS JOURNAL 2025 September 24, 2025

WHEREAS, pursuant to Section 339.03 of the Ohio Revised Code, the Hospital has negotiated an Agreement for Purchase and Sale of Real Estate with the Seller (the "Purchase Agreement"), where the Hospital will purchase the Property for Two Hundred Eighty-Five Thousand and No/100 Dollars (\$285,000.00), subject to adjustments in the purchase price to account for closing costs and other matters as set forth in the Purchase Agreement (the "Purchase Price").

WHEREAS, prior to the closing, the Hospital will assign the Purchase Agreement to Union County, Ohio (the "County"), and at the request of the Hospital, the County will close on the purchase of the Property, for the benefit of the Hospital, so long as the Hospital pays the Purchase Price

WHEREAS, in order for the County to assume the Purchase Agreement and close on the purchase of the Property, it is necessary for the Board of Commissioners of the County (the "Commissioners") to authorize the County to assume the Purchase Agreement, and to execute all other documents related thereto and all documents necessary to complete the acquisition of the Property (collectively, the "Transaction Documents"), for the benefit of the Hospital.

WHEREAS, the Board now desires to approve the purchase of the Property and to authorize the payment of the Purchase Price, all in accordance with the transaction structure contemplated herein, subject to approval from the Commissioners.

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED BY THE BOARD OF TRUSTEES OF THE HOSPITAL AS FOLLOWS:

- Section 1. The Board hereby finds and determines as follows:
- (A) The purchase of the Property pursuant to the terms of the Transaction Documents is permitted under Chapter 339 of the Ohio Revised Code;
- (B) The Purchase Price to be paid for the Property represents fair consideration for the Property and will promote the public purposes stated in Section 140.02 of the Ohio Revised Code; and
- (C) The purchase of the Property is reasonably necessary to provide additional land for parking and future development and to provide additional medical office space for clinical providers.
- Section 2. The form, terms and provisions of the Purchase Agreement are hereby approved, with such insertions, omissions and changes as shall be approved by either the President / Chief Executive Officer or Chief Financial Officer of the Hospital (the "Authorized Officers").
- Section 3. The Board hereby consents to, authorizes, and approves the transaction structure that involves the County entering into the Transaction Documents to complete the purchase of the Property and to hold title to the Property for the benefit of the Hospital.

- Section 4. The Board hereby authorizes and approves the payment of the Purchase Price by the Hospital, pursuant to the terms of the Transaction Documents, in order to complete the purchase of the Property, subject to approval by the Commissioners.
- Section 5. The Authorized Officers are authorized to take all action necessary or reasonably required to carry out, give effect to and consummate the purchase of the Property, pursuant to the terms of the Transaction Documents, by working with representatives of the County to facilitate the purchase and by funding the Purchase Price, pursuant to the terms of the Transaction Documents, using Hospital funds. The foregoing authorization shall remain in effect for a period of one (1) year from the date hereof.
- Section 6. The Board hereby ratifies all actions taken by the Authorized Officers and any other duly authorized officers, agents, servants, and employees, for and on behalf of the Hospital heretofore taken in connection with the negotiation of the Transaction Documents and the purchase of the Property.
- Section 7. The Board hereby finds and determines that all formal actions of the Board concerning and relating to the adoption of this resolution were adopted in an open meeting of the Board, and that all deliberations of the Board that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.
- Section 8. If any section, paragraph, clause or provision of this resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this resolution.

ADOPTED AND APPROVED by the Board of Trustees of the Hospital on this 2014 day of 2025.

The undersigned further certifies that the above resolution has not been repealed or amended and remains in full force and effect and further certifies that the Transaction Documents are the same as presented at the meeting of the Board of Trustees of the Hospital, excepting only those changes, insertions and omissions that have been approved by the Authorized Officers.

Presiden - Board of Trustees

#### EXHIBIT A

#### DESCRIPTION OF THE PROPERTY

Situated in the State of Ohio, County of Union, Township of Paris, VMS 3351, City of Marysville and being Lot Numbered 281 (old number 264) of Samuel C. Lee's Addition to the Village (now City) of Marysville, as the same is numbered and delineated upon the recorded plat thereof, of record at Plat Book 1, Page 60, Union County Recorder (for renumbering of lots see Plat Book 1, page 212)

Parcel Number(s): 29-0002181.0000 Map Number(s): 101-08-06-012.000

Property Address: 205 E. 11th Street, Marysville, Ohio 43040

Prior Instrument reference: 202501210000441

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

\* \* \*

Eric Phillips and an attorney representing Crawford Hoying, LLC arrived at this time.

Samantha DiSciullo, Sculptor Real Estate, joined the meeting over a phone call at this time.

\* \* \*

Mr. Phillips stated this agreement is on year two of a 75% ten-year abatement. This agreement is a win for the community because it allows the Scotts Distribution Cetner to stay in Marysville. Scotts has been a staple in the community since the 1860's.

Ms. DiSciullo stated the goal of Sculptor Realty is to hold onto this property long term. They are signing a 15-year lease with Scotts at the closing.

Mr. Kelly stated the company has a long-term interest in this and is here to stay.

Andy Brossart arrived at this time.

Mr. Phillips thanked Mr. Gray for getting this agreement together so quickly.

\* \* \*

#### **RESOLUTION NO. 25-406:**

A Resolution to Approve the Assignment, Assumption and Amendment Agreement With Related to the Enterprise Zone Agreement Among Union County, Ohio, The Scotts Company LLC, and Sierra Marysville Storage, LLC Adopted as Resolution No. 22-185 on May 25, 2022 – Commissioners

The Board of County Commissioners hereby approves a Resolution to Approve the Assignment, Assumption and Amendment Agreement With Related to the Enterprise Zone Agreement Among Union County, Ohio, The Scotts Company LLC, and Sierra Marysville Storage, LLC Adopted as Resolution No. 22-185 on May 25, 2022.

RESOLUTION NO. 25-406

A RESOLUTION TO APPROVE THE ASSIGNMENT, ASSUMPTION AND AMENDMENT AGREEMENT WITH RELATING TO THE ENTERPRISE ZONE AGREEMENT AMONG UNION COUNTY, OHIO, THE SCOTTS COMPANY LLC, AND SIERRA MARYSVILLE STORAGE, LLC ADOPTED AS RESOLUTION 22-185 ON MAY 25, 2022

WHEREAS, this Board previously approved an Enterprise Zone Agreement with The Scotts Company, LLC and Sierra Marysville Storage, LLC in Resolution No. 22-185 on May 25, 2022; and

WHEREAS, The Scotts Company, LLC, Sierra Marysville Storage, LLC, and Marysville Owner LLC have presented a proposed Assignment, Assumption, and Amendment Agreement (the Assignment) to the Board in connection with a proposed sale of the real estate and certain improvements to the real estate that are a part of the Project that is the subject of the existing Enterprise Zone Agreement; and

WHEREAS, the Scotts Company, LLC and Sierra Marysville Storage, LLC are in compliance with the terms of the Enterprise Zone Agreement as reviewed by the Union County Tax Incentive Review Committee (TIRC) at its August 2025 meeting; and

WHEREAS, the only substantive change proposed in the Assignment is to transfer ownership of the real estate and certain improvements from Sierra Marysville Storage, LLC to Marysville Owner LLC, which will continue to hold and manage the real estate under an agreement with the Scotts Company, LLC;

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

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

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

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

DOWN A. MWWW.introduced this resolution and moved its passage;

Stor. KONNSON seconded the motion; and after discussion, the chair called a roll call vote, and the results were:

Steve Robinson

No

Tom McCarthy

Yes) No

Dave Lawrence

Mallory Lenman, Clerk

Steve Robinson

Union County, Ohio

BOARD OF COUNTY COMMISSIONERS

Tom McCarthy

Di 00 David A. Lawrence

Approved as to Form:

Thayne D. Gray

Assistant Prosecuting Attorney

#### ASSIGNMENT, ASSUMPTION AND AMENDMENT AGREEMENT

THIS ASSIGNMENT, ASSUMPTION AND AMENDMENT AGREEMENT ("Assignment") is made and entered into this 30th day of September, 2025 ("Effective Date"), by and among **The Scotts Company LLC**, an Ohio limited liability company (Scotts), **Sierra Marysville Storage**, **LLC**, an Ohio limited liability company ("Assignor"), **Union County**, **Ohio**, a political subdivision duly organized and existing under the Constitution and laws of the State of Ohio, through its Board of County Commissioners, (the "County"), and **Marysville Owner LLC**, a Delaware limited liability company ("Assignee").

#### RECITALS

WHEREAS, pursuant to, in connection with, and in consideration of, that certain Real Estate Purchase Agreement, as dated August 14, 2025 and amended September 15, 2025 by and between Assignee, as Purchaser, and Assignor, as Seller (and as may be further amended, collectively the "R.E. Sale Agreement"), for the sale of the following real property: (i) that certain real estate commonly known as 12575 Industrial Parkway, Marysville, Ohio with Union County Parcel Number 2700080170030 and 2700010220000 (collectively the "Property"), Assignor desires to assign to Assignee and Assignee desires to accept assignment from Assignor that certain Ohio Enterprise Zone Agreement, pursuant to County Resolution No. 22-185, as dated May 25, 2022 (the "Agreement"), as the same is attached hereto as Exhibit A, as amended in Section 7 of this Assignment; and

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

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

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

- 1. Assignment. On and effective as of the closing date of the sale of the Property (the "Closing Date"), which will occur on or about October 9, 2025, Assignor hereby sells, assigns, conveys and transfers to Assignee all right, title and interest of Assignor in, to and under the Agreement upon the same terms and conditions that are contained in the Agreement, except as amended herein, and to the same extent as if the terms and conditions of the Agreement had been fully set forth in this Assignment, except as amended herein.
- 2. Assumption. Effective as of the Closing Date, Assignee hereby accepts assignment of the Agreement, and agrees to pay, perform and discharge the obligations of Assignor as they become due under the Agreement on and after the Closing Date. For clarification purposes, the parties agree Assignor is not assigning, and Assignee is not assuming, any liabilities or obligations of Assignor whatsoever, including, without limitation, any liability or obligation occurring, arising, or otherwise taking place prior to the Closing Date. Specifically, if the County or its Tax Incentive Review Council determines that the Assignor has failed to meet their obligations under the Agreement, and said determination is made after the Closing Date, then the real estate taxes and assessments exempted and not paid by Assignor under the Agreement, which are required to be paid by Section 16 of the

Agreement, shall be the sole responsibility of the Assignor, and the County shall look solely to the Assignor for repayment and the County shall waive its right to lien the Property, as provided in Section 16 of the Agreement.

- 3. <u>Consent/Acknowledgment</u>. The County hereby consents to the assignment by Assignor and assumption by Assignee of all Assignor's right, title, interest, and obligations under the Agreement, pursuant to Section 24 of the Agreement. In addition, the County acknowledges and represents to the Assignee, that the Assignor is in full compliance with the terms and provisions of the Agreement as of the Closing Date.
- 4. <u>Further Assurances</u>. Upon the terms and subject to the conditions contained herein, the parties agree: (i) to use commercially reasonable efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary, proper or advisable to effect, contribute, make effective, confirm or evidence transactions contemplated by this Assignment, and (ii) to execute any documents, instruments or conveyances of any kind which may be reasonably necessary or advisable to carry out any of the transactions contemplated by this Assignment.
- 5. <u>Governing Law.</u> This Assignment is governed by and construed and enforced in accordance with the laws of the State of Ohio applicable to agreements made and to be performed entirely within such state, without regard to its conflict of laws rules thereof.
- 6. <u>Execution of Assignment</u>. This Assignment may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Assignment and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Assignment and of signature pages by facsimile or electronic transmission shall constitute effective execution and delivery of this Assignment as to the parties and may be used in lieu of the original Assignment for all purposes.

#### 7. <u>Amendment</u>.

- (a) Throughout the Agreement when reference is made to Owner, the entity is amended and now known as Marysville Owner LLC, a Delaware limited liability company.
- (b) Section 25 of the Agreement is amended in its entirety and shall read as follows:
  - 25. Notices: Except as otherwise specifically set forth in this Agreement, notices, demands, requests, consents, or approvals given, required, or permitted to be given shall be in writing and shall be deemed sufficiently given if hand-delivered or sent by recognized, overnight delivery service or by the United States Postal Service, postage prepaid with proof of delivery service, addressed to the other Party at these addresses:

As to Union County: As to Enterprise: As to Owner:

Union County, Ohio Attn: County Administrator 233 W. 6<sup>th</sup> Street Marysville, OH 43040

The Scotts Company LLC Attn: Vice President of Tax 14111 Scottslawn Road Marysville, OH 43040

Marysville Owner LLC 9 W. 57<sup>th</sup> Street, 40<sup>th</sup> Floor New York, NY 10019 Attn: Steven Orbuch

Copy To: Union County Prosecutor 249 W. 5th Street Marysville, OH 43040

Copy To: Vorys Sater Seymour and Pease LLP Attn: Scott J. Ziance 55 E. Gay Street Columbus, OH 43215

Copy To: Ron Emanuel Bryan Cave Leighton Paisner LLP 1290 Avenue of the Americas New York, NY 10104-

3300

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

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

- Waiver. Neither any failure nor any delay by any party in exercising any right, power or privilege, and no single or partial exercise of any such right, power or privilege will preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege. No waiver of any of the provisions of this Assignment shall be valid unless it is in writing and signed by the party against whom it is sought to be enforced. A waiver of a provision by any party on one occasion shall not be deemed to be a waiver of the same or any other breach on a future occasion.
- Assignability. This Assignment will be binding from and after its execution upon Assignor, and its respective successors and assigns, and Assignee, and its successors and assigns.
- Recitals. The parties hereby agree that the recitals set forth above are incorporated herein and made a part of this Assignment.
- Authority. Each party, by signing below, represents and warrants to the other that it has obtained all requisite consents and approvals for execution hereof, that the party has due authority on behalf of its respective entity to enter into this Assignment, and by signing below, agrees that the undersigned shall be bound by the terms and conditions herein.
- Counterparts. This Agreement may be executed, in person or by facsimile or electronic signature, in one or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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

Approved as to form:

Thayne D. Gray, Asst. Pros. Ay.

## UNION COUNTY COMMISSIONERS JOURNAL 2025 September 24, 2025

By:	
Name: Bren	t Crawford
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MARYSVI	LLE OWNER LLC
Ву:	
Name: Nicho Its: Vice Pre	olas Hecker
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Its: Chief Fir	nancial Officer
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EXHIBIT A
ENTERPRISE ZONE AGREEMENT

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#### **RESOLUTION NO. 22-185:**

## Enterprise Zone Agreement Among Union County, Ohio, The Scotts Company, and Sierra Marysville Storage, LLC

This Enterprise Zone Agreement ("Agreement") is entered into pursuant to Section 5709.63 of the Ohio Revised Code ("R.C.") and related provisions, among Union County, Ohio, a political subdivision duly organized and existing under the Constitution and laws of the State of Ohio, through its Board of County Commissioners, 233 West Sixth Street, Marysville, Ohio 43040 ("Union County" or the "County"), The Scotts Company, LLC, an Ohio limited liability company, 7950 Corporate Boulevard, Plain City, Ohio, 43064, ("Enterprise") and Sierra Marysville Storage, LLC, an Ohio limited liability company, 6640 Riverside Drive, Suite 500, Dublin, Ohio, 43017 ("Owner"), (Union County, Enterprise, and Owner are referred to collectively herein as the "Parties," and each, individually, as a "Party").

WHEREAS, Union County, Ohio and the City of Marysville, Union County, Ohio have encouraged individuals and businesses to develop real property and acquire personal property within Union County; and

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

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

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

WHEREAS, Enterprise and Owner intend to construct a distribution center and related facilities that could total up to One Million, Three Hundred Thousand (1,300,000) square feet (the "Project") on approximately Eight-three acres (83 A.) at Industrial Parkway and Fladt Road to be split from parts of existing Parcel Nos. 2700080200000, 2700080170020 located within the Enterprise Zone; and

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

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

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

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

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

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

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

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

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

- 1. Investment Overview: Enterprise and Owner intend to construct the Project that will consist of new construction of a distribution center and related facilities with a total area of up to One Million, Three Hundred Thousand (1,300,000) square feet on approximately Eight-three acres (83 A.) to be split from parts of existing Parcel Nos. 2700080200000, 2700080170020 (the "Project Site"). The Project is estimated to have an aggregate value of investments of approximately Seventy-Five Million dollars (\$75,000,000.00). Enterprise and Owner intend to invest Seventy Million dollars (\$70,000,000.00) in land, improvements of real property, and Five Million dollars (\$5,000,000.00) in tangible personal property as of December 31, 2024. Tangible personal property, including but not limited to machinery, equipment, furniture, fixtures, and inventory, are not eligible for exemption from taxation under the Agreement. Enterprise and Owner's intended investments in buildings, machinery, equipment, furniture, fixtures, and inventory are expected to commence on or about June 1, 2022, and continue as long as the Project is in operation. The value of machinery, equipment, furniture, fixtures, and inventory used at another location in Ohio prior to the date of this Agreement and relocated or to be relocated from that location to the Project Site is \$0. The estimates provided in this section are good faith estimates provided pursuant to R.C. Section 5709.631(A) The parties recognize that the costs associated with the Project may increase or decrease significantly. If the investment exceeds or is less than the estimated investment level, neither the actual investment level nor the estimated investment level shall serve as a cap on the value of the exemptions provided pursuant to this Agreement.
- 2. <u>Project Eligibility</u>: Enterprise and Owner represent that their total planned investment in the Project is greater than ten percent (10%) of the market value of Project assets owned at the Project Site, as evidenced in the attached EZA Application.
- 3. Estimated Construction Period: Construction of the Project is scheduled to commence by June 1, 2022. All construction and installation of the Project is scheduled to be substantially completed by December 31, 2024, subject to delays beyond Enterprise and Owner's reasonable control, including diminished customer demand. The estimates provided in this section are good faith estimates provided pursuant to R.C. Section 5709.631(A).

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#### 4. Estimated Job Creation:

For purposes of this Agreement, a "full-time employee" means an individual employed for consideration for at least thirty-five (35) hours per week, or who renders any other standard of service generally accepted by custom or specified by contract as full-time employment. Enterprise and Owner estimate they will create and maintain, or cause to be created and maintained, full-time, permanent jobs as follows:

Year	Estimated Full- Time. Permanent Jobs Created	Cumulative Estimated Full- Time. Permanent Jobs Retained		
2023	35	\$1,872,000		
2024	35	\$1,909,440		
2025	35	\$1,947,629		
2026	35	\$1,986,581		
2027	35	\$2,026,839		
2028	35	\$2,066,839		
2029	35	\$2,108,176		
2030	35	\$2,150,340		
2031	35	\$2,193,346		
2032	35	\$2,237,213		

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

- 5. Existing Employees: As of the date this Agreement is signed, the Enterprise and Owner have no employee positions at the Project Site. As of December 31, 2022, Owner has no employees, and Enterprise has one thousand six hundred and sixty-nine (1,669) full-time permanent employees, 0 full-time temporary employees, 0 part-time permanent employees and 0 part-time temporary employees at other locations in the State of Ohio. None of Enterprise and Owner's employees at other locations in Ohio shall be repurposed, redirected, or in any way changed or modified to count toward the thirty-five (35) employee hiring requirement described in Section 4.
- Minimum Investment, Job Creation, and Employee Compensation: To obtain the Exemption, set forth herein, Enterprise and Owner will:
  - A. Invest not less than Seventy-Five Million dollars (\$75,000,000.00) in the Project, including real and tangible personal property, as of December 31, 2024;
  - B. Hire at least Thirty-Five (35) full-time, permanent employees as of December 31, 2023, and continue to employ that number of employees so long as it receives any Exemption under this Agreement; and
  - C. Create an estimated One Million, Eight Hundred-Seventy-Two Thousand dollars (\$1,872,000.00) of new annual payroll as of December 31, 2023, and continue to

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maintain that level of new annual payroll if it receives any Exemption under this Agreement.

7. Tax Incentive Review Council Requirements: Enterprise and Owner shall provide to the Union County Tax Incentive Review Council (the "TIRC") any information reasonably required by the TIRC to evaluate Enterprise and Owner's compliance with this Agreement. Such information includes, but is not limited to, returns or annual reports filed under R.C. Section 5711.02 or 5727.08, certification evidencing the number of jobs created, jobs retained, new payroll, and retained payroll.

#### 8. Local Support:

- A. At the request of Fairbanks Local School District and Tolles Career and Technical Center, Enterprise and Owner shall work closely with each School District to develop a practicum or provide some other assistance to assist in training and/or education of students at both School Districts. Enterprise and Owner shall provide this practicum or assistance at least once each year throughout the term of this Agreement.
- B. During the term of the Agreement, Enterprise and Owner shall annually invest into the Union County-Marysville Economic Development Partnership to cover the cost of the annual monitoring of this Agreement and support the economic development of Union County. Enterprise shall maintain its membership in the Union County Chamber of Commerce and contribute to the Union County-Marysville Economic Development Partnership in a combined amount not less than six thousand dollars (\$6,000.00) per year during the term of this Agreement. Owner shall establish and maintain a membership in the Union County Chamber of Commerce and contribute to the Union County Marysville Economic Development Partnership in a combined amount of not less than one thousand dollars (\$1,000.00) per year during the term of this Agreement. Enterprise and Owner each may receive a credit against the Union County-Marysville Economic Development Partnership investment equal to the amount paid by the entity or one of its affiliates for membership in the Union County Chamber of Commerce. Enterprise and Owner shall pay the fee within thirty (30) days of receipt of an invoice from Union County. Enterprise and Owner's failure to comply with this investment shall be considered a material breach of this Agreement.
- Real Property Tax Incentive: The Union County Enterprise Zone Negotiating Team and Union County have reviewed the EZA Application and considered the Union County Economic Development Incentive Policy ("EDIP"). Union County finds that the terms and conditions of this Agreement meet the EDIP requirements. Therefore, under R.C. Section 5709.63 and the terms of this Agreement, Union County grants Enterprise and Owner an exemption of seventy-five percent (75%) of the increase in the assessed valuation of the real property constituting the Project Site after formal approval (as set forth in Section 21 herein) of this Enterprise Zone Agreement and under the terms set forth below (the "Exemption"). The Exemption shall commence in the first tax year in which the real property would first be taxable were that property not exempted from taxation under this Agreement. If a qualifying real property improvement at the Project Site is less than forty percent (40%) complete on January 1, then there shall be no change to the assessed valuation of the Project Site attributed to such partially complete real property improvement for that tax year. If a qualifying real property improvement at the Project Site is greater than or equal to forty percent (40%) complete on January 1, Union County will, as provided in this Agreement, exempt from taxation the increase to the assessed value of the Project Site attributable

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to such real property improvement beginning in that tax year and for the succeeding nine (9) tax years. No Exemption shall commence before tax year 2023 (i.e., tax lien date January 1, 2023). No Exemption shall begin after tax year 2025 (i.e., tax lien date January 1, 2025). No exemption shall extend beyond tax year 2034 (i.e., tax lien date January 1, 2034. The exemptions set forth in this Section shall apply irrespective of whether the real property is owned by the Company or Enterprise or, in accordance with Section 24 of this Agreement, by another entity.

- Tax Sharing Agreement: Relative to this Project and the Enterprise Zone Agreement, the City and Schools agree to a Tax Sharing Agreement attached as Exhibit C.
- 11. Tax Forms to be Submitted: Enterprise and Owner shall file any forms, together with necessary supporting documents, necessary to obtain and maintain the tax benefits described in this Agreement with the appropriate taxing authorities (e.g., DTE Form 24 and its respective successor form).
- 12. <u>Annual Agreement Monitoring Fee</u>: Enterprise and Owner shall pay an annual fee to support the work of the TIRC (the "Monitoring Fee") to Union County-Marysville Economic Development Partnership. However, notwithstanding the foregoing, the Monitoring Fee shall be waived provided that the Enterprise and Owner have made all payments required by Paragraph 9 (B) and Enterprise and Owner shall have no obligation to pay for the Monitoring Fee.
- 13. Non-Exempted Taxes to be Paid: Enterprise and Owner shall pay timely and before delinquency such real and tangible personal property taxes as are not exempted under this Agreement and are charged against the Project Site and shall file all tax reports and returns as required by law. If Enterprise or Owner fails to pay timely and before delinquency such taxes or file such returns and reports, the Exemption granted under this Agreement shall be rescinded for the calendar year(s) for which such taxes are charged, or such reports or returns must be filed. Notwithstanding the foregoing, if the failure pertains only to the timely filing of any required tax return or report, then Union County agrees to provide Enterprise and Owner with written notice thereof and Thirty (30) days thereafter in which to cure, or cause to cure, the failure, and no violation of this Paragraph 14 shall be deemed to have occurred if the failure is cured within such Thirty-day (30-day) period. The cure period in this Paragraph relates only to filing obligations under this Agreement and does not waive or excuse any penalty or cost related to any such delinquency that otherwise applies.
- 14. <u>Union County Verification of Exemption</u>: Union County shall perform such acts as are reasonably necessary or appropriate to effect, claim, reserve, and maintain the Exemption from taxation granted under this Agreement including, without limitation, joining in the execution of all documentation and providing any necessary certificates required for such Exemption.
- 15. Revocation or Expiration of Enterprise Zone Designation: If for any reason the designation of the Enterprise Zone expires, the Director of the Ohio Development Services Agency revokes certification of the Enterprise Zone, or Union County revokes the designation of the Enterprise Zone, the Exemption granted under this Agreement shall continue for the number of years specified under this Agreement, unless either Enterprise or Owner materially fail to fulfill its obligations under this Agreement and Union County terminates or modifies the Exemptions from taxation granted under this Agreement.
- 16. <u>Termination or Revocation of the Agreement and Exemption</u>: If either Enterprise or Owner materially fails to fulfill the obligations under this Agreement, other than

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meeting the number of employee positions to be created or retained under this Agreement (subject to the provisions in the following paragraph), or if Union County determines that the certification as to delinquent taxes required by this Agreement is fraudulent, Union County may terminate or modify the Exemption from taxation granted under this Agreement and may require Enterprise and/or Owner to repay the amount of taxes that would have been payable had the property not been exempted from taxation under this agreement. If under any provision of this Agreement, the Enterprise and/or Owner are required to repay the amount of taxes that would have been payable but for the exemption under this Agreement, the County, by resolution, may elect to secure repayment of such taxes by a lien on the exempted property in the amount required to be repaid. Such a lien on exempted real property shall attach, and may be perfected, collected, and enforced, in the same manner as a mortgage lien on real property, and shall otherwise have the same force and effect as a mortgage lien on real property. Notwithstanding R.C. §5719.01, such a lien on exempted tangible personal property shall attach, and may be perfected, collected, and enforced, in the same manner as a security interest in goods under Chapter 1309. of the Revised Code and shall otherwise have the same force and effect as such a security interest. Enterprise and Owner, jointly, have the right to terminate this Agreement for any reason or no reason by delivering a signed writing to Union County at least 3 months prior to the desired termination date. Receipt of a joint termination from the Enterprise and Owner to Union County shall terminate the Exemption provided herein.

- 17. Repayment of Exempted Taxes: In any consecutive three-year period during which this Agreement is in effect, if the actual number of employee positions created or retained by Enterprise and Owner at the Project Site is not equal to or greater than seventy-five (75%) percent of the number of employee positions estimated to be created or retained under this Agreement during the entirety of that three-year period, Enterprise and Owner shall repay the taxes on the Project Site that would have been payable had the Project Site not been exempted from taxation under this Agreement during that consecutive three-year period. In addition, the County may terminate or modify the exemptions from taxation granted under this agreement. For purposes of this paragraph, the first three-calendar-year period shall not commence until the start of the 2024 calendar year.
- 18. Certification of No Delinquent Taxes: Enterprise and Owner, respectively, certify that, upon execution of this Agreement, Enterprise, and Owner, respectively, owe no delinquent real or tangible personal property taxes to any taxing authority of the State of Ohio and owe no delinquent taxes for which either Enterprise or Owner, respectively, is liable under R.C. Chapters 5727, 5733, 5735, 5739, 5741, 5743, 5747, or 5753. Alternatively, if Enterprise or Owner, respectively, owes such delinquent taxes, the Party owing such delinquent taxes certifies that it is paying the delinquent taxes under an undertaking enforceable by the State of Ohio or an agent or instrumentality thereof, has filed a petition in bankruptcy under 11 U.S.C.A. 101 et seq., or such a petition has been filed against Enterprise and Owner. For the purposes of the certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Revised Code governing payment of those taxes.
- 19. Additional Enterprise and Owner Certifications: Enterprise and Owner, respectively, certify that, upon Execution of this Agreement, it does not owe: (a) any delinquent taxes to the State of Ohio or a political subdivision of the State; (b) any moneys to the State or a state agency for the administration or enforcement of any environmental laws of the State; and (c) any other moneys to the State, a state agency or a political subdivision

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- of the State that are past due, whether the amounts owed are being contested in a court of law or not.
- 20. <u>Legislative Approvals Required</u>: Enterprise, Owner and Union County acknowledge this Agreement must be approved by formal action of the City of Marysville City Council and the Union County Board of Commissioners as a condition for this Agreement to take effect. This Agreement shall take effect upon such approvals.
- 21. Non-Discrimination Hiring Practices: Union County has developed a policy to ensure recipients of Enterprise Zone tax benefits practice non-discriminating hiring in its operations. By executing this Agreement, Enterprise, and Owner commit to following non-discriminating hiring practices acknowledging that no individual may be denied employment solely on the basis of race, color, religion, sex (including gender identity, sexual orientation, and pregnancy), national origin, age (40 or older), disability or genetic information.
- 22. Prohibition Certification by Enterprise and Owner: The Exemption from taxation granted under this Agreement shall be revoked if it is determined that Enterprise and/or Owner, any successor Enterprise or Owner, or any related member (as those terms are defined in R.C. Section 5709.61) has violated the prohibition against signing this Agreement under R.C. Section 3735.671(E) or R.C. Sections 5709.62, 5709.63, or 5709.632 before the time prescribed by either section.
- 23. Verification of Information Provided by Enterprise and Owner: Enterprise and Owner, respectively, affirmatively represent and warrant it has made no false statements as to a material matter to the State or local political subdivision in obtaining approval for this Exemption. If any representative of Enterprise and/or Owner has made a false statement as to a material matter to the State or local political subdivision to obtain the Exemption, Enterprise and Owner shall have to immediately return all benefits received under this Agreement under R.C. Section 9.66(C)(2) and shall be ineligible for any future economic development assistance from the State, any state agency, or a political subdivision under R.C. Section 9.66(C)(1). Enterprise and Owner, respectively, acknowledge that any person who makes a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, under R.C. Section 2921.13, which is punishable by a fine of not more than one thousand dollars (\$1,000.00) and/or a term of incarceration of not more than Six (6) months.
- 24. Non-Transferable: Except as provided below, this Agreement and the benefits and obligations thereof are not transferable or assignable without the express, written approval of the County, which approval shall not be unreasonably withheld or delayed. The County approves the transfer and/or assignment of this Agreement and the benefits and obligations hereof to any entity controlling, controlled by, or under common control with the Enterprise or Owner and (i) in which the Enterprise or Owner has at least fifty percent (50%) direct or indirect ownership; (ii) that has at least fifty percent (50%) direct or indirect common ownership with the Enterprise or Owner (a "Enterprise or Owner Transferee"). If a transfer to an Enterprise or Owner Transferee shall notify the County that such transfer occurred. The County shall retain the right to consider the approval of the transfer and/or assignment of this Agreement and the benefits and obligations hereof, which approval shall not be unreasonably withheld or delayed, to any person or entity other than an Enterprise or Owner

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Transferee, which is a transferee by lease, sale and/or other means of transfer of all or any part of the Project Site.

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

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

With a Copy to:

Union County Prosecutor

Marysville, OH, 43040

221 West Fifth Street, Third Floor

As to Enterprise: The Scotts Company LLC Attn: Vice President of Tax 14111 Scottslawn Road Marysville, OH 43040

With a Copy to: Vorys, Sater, Seymour and Pease LLP Attn: Scott J. Ziance 52 East Gay Street Columbus, OH 43215

As to Owner: Sierra Marysville Storage, LLC Attn: Manager 6640 Riverside Drive, Suite 500

Dublin, Ohio 43017

With Copies to: Sierra Marysville Storage, LLC c/o Crawford Hoying, Ltd. Attn: Jeff Roberts 6640 Riverside Drive, Suite. 500

Dublin, OH 43017

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

- 26. Authority to Sign: Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each Party represents and warrants to the other that the execution and delivery of the Agreement and performing such Party's obligations have been duly authorized, and that the Agreement is a valid and legal agreement binding on such Party and enforceable under its terms.
- 27. Signatures; Counterparts; Effective When Fully Signed: This Agreement may be executed in two or more counterparts including signing a facsimile or scanned, electronic version, which together shall constitute a single instrument. This Agreement

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- and any document relating to it may be executed and transmitted to any other Party by facsimile or other electronic imaging method, which shall be deemed to be, and utilized as, an original, wet-inked, manually executed document. This Agreement shall become effective only when counterparts have been signed by each of the Parties and delivered to the other Party; it being understood and agreed that all Parties need not sign the same counterparts.
- 28. Entire Agreement; Amendment: This Agreement constitutes the entire agreement among the Parties and supersedes all prior and contemporaneous negotiations, understandings, agreements, inducements, and conditions of any nature whatsoever regarding the subject matter hereof. No amendment, waiver, or discharge of any provision herein shall be effective against either Party without the written consent of both Parties.
- 29. Severability: If a court of competent jurisdiction determines that any section or provision of this Agreement or any covenant, agreement, obligation or action, or part thereof, or any application of it is illegal or invalid for any reason, that illegality or invalidity shall not affect the remainder of this Agreement, any other section or provision, or any other covenant, agreement, obligation or action, or part thereof, all of which shall be construed and enforced as if the illegal or invalid portion were not contained herein.
- 30. <u>Captions</u>: The captions and headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provisions or sections of this Agreement
- 31. <u>Survival of Representations and Warranties</u>: All representations and warranties of each Party in this Agreement shall survive the execution and delivery of this Agreement.
- 32. <u>Binding Effect</u>: This Agreement shall inure to the benefit of and shall be binding upon the Parties, and their respective permitted successors and assigns. The Parties will observe and perform faithfully always all covenants, agreements, and obligations under this Agreement
- 33. No Personal Liability: No representation, warranty, covenant, agreement, obligation, or stipulation in this Agreement shall be deemed to constitute a representation, warranty, covenant, agreement, obligation or stipulation of any present or future trustee, member, officer, agent, or employee of Union County or Enterprise and Owner in an individual capacity, and to the extent authorized and permitted by applicable law, no official executing or approving on behalf of Union County or Enterprise and Owner shall be liable personally under this Agreement or be subject to any personal liability or accountability under it, except for fraudulent, intentional, or criminal conduct.
- 34. <u>Limitation of Liability</u>: Notwithstanding anything to the contrary in this Agreement, as relating to the subject matter of this Agreement, neither the Enterprise and Owner nor any of its affiliates shall be liable for: (a) any indirect, reliance, exemplary, incidental, speculative, punitive, special, consequential or similar damages that may arise in connection with this Agreement, (b) any lost or foregone tax revenues, or (c) any damages, liabilities, fees, costs, expenses, penalties, diminishments in value, losses or payments (including any lost or foregone tax revenues) that exceed, in the aggregate, the lesser of (i) the benefit of the Exemption realized by the Enterprise and Owner under this Agreement and (ii) five million dollars (\$5,000,000).

IN WITNESS WHEREOF, the UNION COUNTY BOARD OF COMMISSIONERS, OHIO, by Steve Robinson, President of the Board, and under Resolution No. 22-185\_, has caused this

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instrument to be executed on May 25, 2	2022 , 2022, The Scotts Company, LLC, by Gregory
LLC. by, its	and Assistant Secretary, and Sierra Marysville Storage, Manager, has caused this instrument to be executed on
UNION COUNTY, OHIO	THE SCOTTS COMPANY LLC
By the blue	By_ & S
Steve Robinson, President	Gregory A. Lieming E47426
Board of County Commissioners	Vice President, Tax & Risk and Asst. Secty.
	SIERRA MARYSVILLE STORAGE, INC.
	By Brent Crawford
	Print E2C77BD8D34D4AD
	Name
	It's Manager
Consent of	f the City of Marysville
The City of Marysville, by resolution, 2022, consents to this Enterprise Scotts Company, LLC, and Sierra Marysvi	se Zone Agreement between Union County, Ohio, The
	CITY OF MARYSVILLE,
	UNION COUNTY, OHIO
	By Terry Emery
	Terry Emery City Manager
A	Approved as to form:
Approved as to form:	
Thayne D. Gray Protection's Office, our Assistant Protecting	DocuSigned by:
Attorney, email-sqray@co.union.oh.va, c=US Date: 2022.06.02.08:05:04-04:00*	Tim Uslaner
David W. Phillips	Tim M. Aslanet TOATS49E
Union County Prosecuting Attorney	City of Marysville Law Director
Thayne D. Gray, Asst. Pros. Atty.	

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

#### **EXHIBIT A**

#### **Intentionally Omitted**

#### EXHIBIT B

#### APPLICATION FOR ENTERPRISE ZONE AGREEMENT

[See Attached]

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

\*Please note a fully executed copy of this agreement was not available at the time these minutes were journalized.

\* \* \*

#### **RESOLUTION NO. 25-407:**

## <u>Executive Session – Pursuant to O.R.C. 121.22(G)(8) – To Consider Confidential Information Related</u> to the Marketing Plans of an Applicant for Economic Development Assistance – Commissioners

The County Commissioners do hereby approve entering into executive session at 9:09 a.m. for the purpose to consider confidential information related to the marketing plans of an applicant for economic development assistance. In attendance were: William Narducci, County Administrator; Jannell Alexander, Budget Analyst; Thayne Gray, Assistant County Prosecutor; Mallory Lehman, Clerk to the Board; Eric Phillips, Director/Economic Development; and Andy Brossart, Bradley Payne Advisors. The session ended at 9:58 a.m. Resolution to follow.

No action was taken.

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

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

\* \* \*

### **RESOLUTION NO. 25-408:**

## **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 September 22, 2025.

Vendor	Name	CK RUN	Invoice	PO	Invoice Amt Status	Dept
10107	CITY CONSTRUCTION CO	092425	11816	20247069	409,400.00 Pending approval	412
	Add Desc: Court House Wind	ow Project Payr	nent 3			
5426	DOUBLE Z CONSTRUCTIO	092425	002	20255054	228,540.00 Pending approval	422
	Add Desc: Precast box beams	for Waldo Rd b	ridge			

Commissioners 9/24/2025

C.J. 1075 25-408 Date 0124 2075

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 David A. Lawrence, Yea

\*Commissioner McCarthy left the meeting at this time and did not vote on this resolution.

\* \* \*

Commissioner McCarthy came back to the meeting at this time.

## **RESOLUTION NO. 25-409:**

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

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

91;	24)25	TRA	ANSFER FORM			
09/17/202	Wednesday (Due to the Auditor	by noon Monday)				
1	- Union County Hu	man Conject	Date: 09/11/20	125		
Depa	rtment: Union County Hu	man Services	Date: 05/11/20	20		
	RES	OLUTION RE: TR	ANSFER OF FUNDS			
A mot	ion was made by		and seconded by			
to app	prove the following transfer (s):					
From	: Union County PCSA	36542008	Contract Services	Ехр	530100	- Desired Number
_	Fund Name	Org Number 04340000	Object Name Local Gov't Contracts	Deni	Object Number 450118	Project Number
To:	Prosecutor Fund Name	Org Number	Object Name	Rev	Object Number	Project Number
		Amount: \$	55,011.94	E.		
From	1,			Exp		
1 10.1	Fund Name	Org Number	Object Name		Object Number	Project Number
To:		-		Rev	Object Number	Project Number
	Fund Name	Org Number Amount: \$	Object Name		Object Number	Project realises
_		Amount. \$				
From	1:			Exp		
	Fund Name	Org Number	Object Name		Object Number	Project Number
To:	Fund Name	Org Number	Object Name	Rev	Object Number	Project Number
	rung name	Amount: \$	- Open Home			
				_		
From	Fund Name	Org Number	Object Name	Exp	Object Number	Project Number
To:			Service Was a State of the Service o	Rev		
	Fund Name	Org Number	Object Name	-	Object Number	Project Number
		Amount: \$	****			
Reaso	on for Request:					
2025Q1	I and Q2 UCHS assigned Assistant Prosect	uting Attorney				
_						
			Approved by Adminis	strator		7
Roll o	all vote resulted as follows:		Steve Ro			···
CC:	Auditor		Tom Me Dave La			
	Originator			C.J.	, Page	
	Resolution File			Date		2 Antoni
REQU	JESTER ACKNOWLEDGEMENT periations are available, and free	I have reviewed to of prior encumbrance	he above-referenced accour ces (including blanket purch	its and lase or	ders): Lisa L Prop	MOCHOAM
		C1	2005		1	111-
	revised 1/2/2025		25-UNA Auditor's	Office	Approval (	7/201/25
	1041960 INDERES	Date	012412025			

			ANSFER FORM			
9/24/	Wednesday (Due to the Auditor	by noon Monday)				
Department: Commissioners/COYC			Date: 9/18/25			_
RESOLUTION RE: TRANSFER OF FUNDS						
	tion was made by prove the following transfer (s):		and seconded by			
	n: General	010CO102	COYC Operating	Ехр	550190	N/A
To:	COYC Fund Name	Org Number 97041800	Object Name Member Contribution	Rev	Object Number 450112	Project Number
	Fund Name	Org Number Amount: \$	Object Name 107,819.40		Object Number	Project Number
Fron	1:Fund Name			Ехр		
To:	runa Name	Org Number	Object Name	Rev	Object Number	Project Number
	Fund Name	Org Number Amount: \$	Object Name	TOV	Object Number	Project Number
From				Ехр		
To:	Fund Name	Org Number	Object Name	Rev	Object Number	Project Number
	Fund Name	Org Number Amount: \$	Object Name	VeA	Object Number	Project Number
From	Fund Name	Org Number	Object Name	Exp		
To:		org Humber	Object Name	Rev	Object Number	Project Number
	Fund Name	Org Number Amount: \$	Object Name		Object Number	Project Number
	n for Request: ler 2025 COYC Union County Share					
			Approved by Administ	rator		
	Il vote resulted as follows:		Steve Rob Tom McC	inson	to le	eni
c.	Auditor Originator Resolution File		Dave Law	C.J	D.Da. Jan. , Page	~
PProp	STER ACKNOWLEDGEMENT: riations are available, and free o	I have reviewed the f prior encumbrance	above-referenced accounts s (including blanket purcha	Date: and hise orde	ave verified that	
					SLA	chil
ī	revised 1/2/2025		Auditor's C	Office Ap	oproval TX	9/22/25

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

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

## **ADMINISTRATOR ACTION NO. 25-107A:**

# **Payment of Bills**

County Administrator William Narducci approved the payment of regular purchase order bills and the "then and now" bills submitted for the week of September 22, 2025.

Vendor	Name	CHECK RUN	Invoice	PO	Invoice Amt	Status	Dept
	APPRAISAL RESEARCH C	092425	119231	20255564	38,754.11	Pending approval	404
	LEGENDS LIFT &	092425	UC082025	20255595	27,178.50	Pending approval	420
44.00	JENKINS, MARK	092425	2454	20255539	24,847.00	Pending approval	420
	PARR PUBLIC SAFETY E	092425	INV115022	20253234		Pending approval	438
	VILLAGE NETWORK	092425	0925-1237	20250939		Pending approval	420
	ADVANTAGE FAMILY	092425	8/2025 TM	20255593		Pending approval	420
1 200200150	WEX INC.	092425	107382851	20250322		Pending approval	438
	INTERIM HEALTHCARE O	092425	8/2025	20255541		Pending approval	420
	OHIO READY MIX INC	092425	606508	20255598		Pending approval	422
(5)500	DAYTON POWER & LIGHT	092425	220102	20250919		Pending approval	470
	APPRAISAL RESEARCH C	092425	119251	20255034		Pending approval	404
	NATIONAL YOUTH ADV	092425	7.2025 RS	20255577		Pending approval	420
	DAYTON POWER & LIGHT	092425	220082	20253377		Pending approval	470
			08.2025 FC	20255576	100 HARLEST TH-200400	Pending approval	420
	WAGNER, THOMAS R.	092425			TANK IN SOME POSSIBLE OF	Vice and the part of the period device.	420
	QUINLAN, ROBERT III	092425	08.2025 FC	20255581		Pending approval	438
	TREASURER STATE OH (	092425	0513672-IN	20250389	100000000000000000000000000000000000000	Pending approval	
	SPECIALIZED ALTERNAT	092425	AUG2025	20255592		Pending approval	420
	UNIQUE PAVING MATERI	092425	89709	20255622		Pending approval	422
	SOFTWORKS INC.	092425	2025-2026	20255618		Pending approval	422
	CARDONE, JULIE	092425	08.2025 FC	20255580	2000	Pending approval	420
	BAD DAY TRAINING	100125	25-122	20255688	100 300 300 700 700 700	Pending approval	472
10212	S3J CONSULTING SERV	092425	S3J-Jaya_Sep_11_2025	20255608		Pending approval	414
	AUNALYTICS, INC.	092425	30035639	20250316		Pending approval	404
8982	CONNECT PARENT CORPO	092425	47000430263	20250854	3,159.36	Pending approval	470
552	TREASURER STATE OH (	092425	Aug25	20250507		Pending approval	422
5595	FORENSIC FLUIDS LABO	092425	79603	20255574	2,700.00	Pending approval	420
6686	DAVIS,PHD, DANIEL L.	092425	2206	20250831	2,700.00	Pending approval	426
2127	UNIQUE PAVING MATERI	092425	89566	20255597	2,059.75	Pending approval	422
52	DAYTON POWER & LIGHT	092425	220101	20250919	1,982.65	Pending approval	470
8832	PRIME CONSTRUCTION M	092425	22465-14-08	20255617	1,928.50	Pending approval	422
1612	BOGGS, ALISON	092425	24-CR-0032	20250887	1,860.00	Pending approval	412
8232	SECURITY FENCE	092425	S-8733	20252745	1,785.00	Pending approval	422
10364	FREEPOINT COMMODITIE	092425	3454748	20255652	1,590.71	Pending approval	470
557	SHELLY MATERIALS INC	092425	2814408	20255596	1,482.81	Pending approval	422
6103	SARGENT, LAURA	092425	08.2025 FC	20255594	1,405.93	Pending approval	420
	MCAULIFFE'S ACE	092425	08/2025 Janitorial	20250835	1,332.45	Pending approval	470
	HOSTETLER, SHELLIE	092425	08.2025 FC	20255582	1.250.00	Pending approval	420
	OHIO PEACE OFFICER T	092425	2025-5058	20252174		Pending approval	438
	BLUE, ESQ., ROBERT M.	092425	220047	20250954		Pending approval	414
	SPITZNAGEL, TERESA	092425	08.2025 FC	20255575	100000000000000000000000000000000000000	Pending approval	420
	SENTINEL OFFENDER SV	092425	208687	20250940		Pending approval	414
1724		092425	B20230872	20253998		Pending approval	438
	EDGE ONE LLC	100125	0004523	20247085		Pending approval	440
	ALLIED SUPPLY COMPAN	092425	40316656-00	20255655		Pending approval	470
				20255479		Pending approval	422
	CERTIFIED POWER, INC	092425	18444089				412
	CHATEAU FARM	092425	25044	20255625		Pending approval	
	CITY OF MARYSVILLE	092425	M Ops Aug25	20250488		Pending approval	422
	SMART OIL COMPANY	092425	10573194	20251129		Pending approval	470
	M.J. DESIGN ASSOCIAT	092425	202501277	20255579		Pending approval	422
	GORDON FLESCH COMPAN	092425	220108	20254426		Pending approval	412
	OFFICE CITY EXPRESS	092425	095695	20254197		Pending approval	426
	LANGHALS, MATTHEW	092425	7512	20255609		Pending approval	414
2385	OHIO SCHOOL RESOURCE	092425	220098	20255615	425.00	Pending approval	438

/endor	Name	CHECK RUN	Invoice	PO	Invoice Amt Status	Dept
5391	COUNTY ENGINEERS ASS	092425	090325	20255302	425.00 Pending approval	404
52	DAYTON POWER & LIGHT	092425	220083	20250919	414.96 Pending approval	470
148	POSTMASTER	092425	BRM permit '25-'26	20255572	370.00 Pending approval	420
1127	QUILL CORPORATION	092425	45774527	20250948	368.97 Pending approval	414
3960	SOUTHERN COMPUTER WA	092425	INV00850230	20255044	360.81 Pending approval	404
561	DEAF SERVICES CENTER	092425	DS720-00001	20255570	355.00 Pending approval	420
4884	OJACC	092425	220076	20255610	350.00 Pending approval	414
2119	GORDON FLESCH COMPAN	092425	220107	20250900	330.67 Pending approval	470
521	MASI	092425	5370449	20250493	299.45 Pending approval	422
733	MCAULIFFE'S ACE	092425	08/2025	20250835	296.86 Pending approval	470
2119	GORDON FLESCH COMPAN	092425	150309415, 15309414	20250962	292.60 Pending approval	414
4313	OSU RADIOLOGY, LLC	092425	219956	20255588	277.20 Pending approval	438
52	DAYTON POWER & LIGHT	092425	past due amt SR	20255571	271.00 Pending approval	420
8151	K & M TIRE INC	092425	150035457	20255621	266.38 Pending approval	422
9831	LANGHALS, MATTHEW	092425	2010-2-005 7/8-8/27	20255540	240.00 Pending approval	426
	MARATHON FLEET SERVI	092425	107259895	20250257	228.87 Pending approval	472
2119	GORDON FLESCH COMPAN	092425	IN15232351	20255533	216.00 Pending approval	472
	OCCUPATIONAL HEALTH	092425	43490	20255631	214.00 Pending approval	472
	VERMILLION, SHILO A	092425	2025 team building	20255568	200.00 Pending approval	422
	TAYLOR, JOHN K.	092425	16189	20255620	189.21 Pending approval	422
521	MASI	092425	5370414	20250493	186.00 Pending approval	422
8449	AUNALYTICS, INC.	092425	30036669	20250316	185.00 Pending approval	404
	UNION COUNTY LAND	092425	220137	20255651		
	MASI	092425	5370715	20250493	183.44 Pending approval	440
	SOUTHERN COMPUTER WA	092425	INV00847761	20255070	183.20 Pending approval	422
	NETCARE CORPORATION	092425	3142	20255653	156.54 Pending approval	422
	SULLIVAN, ABBY	092425	8/20-9/12/25	20255612	150.00 Pending approval	412
	RICHWOOD BANKING VIS	092425	BldgAug25	Spire Copyright and the	144.55 Pending approval	426
	LASERSHOT	092425	50185	20255583 20255536	142.44 Pending approval	422
	CHILD SUPPORT PMT CE	092425	recoup x4		141.00 Pending approval	438
	DAYTON POWER & LIGHT	092425	220103	20255565	140.26 Pending approval	420
	GORDON FLESCH COMPAN	092425	IN15309338	20250919	137.26 Pending approval	470
	BENITT, BRANDY			20250344	96.00 Pending approval	438
	GORDON FLESCH COMPAN	092425	220018	20255611	89.58 Pending approval	438
1561		092425	IN15312932	20250251	81.17 Pending approval	438
		092425	091525	20255560	80.00 Pending approval	404
	AEP OHIO GORDON FLESCH COMPAN	092425	7002 Aug/Sept25	20250712	78.37 Pending approval	422
	GORDON FLESCH COMPAN	092425	101047270	20247068	73.33 Pending approval	440
		100125	i01055613	20247068	73.33 Pending approval	440
	GEER, HANNAH	092425	2025 Team Building	20255569	69.54 Pending approval	420
	LABEL INDUSTRIES, IN	092425	40180106	20255623	67.34 Pending approval	422
	DAYTON POWER & LIGHT		9/2 Axe-Handle	20250480	66.93 Pending approval	422
	OSU SURGERY, LLC	092425	219971	20255590	62.91 Pending approval	438
	FORENSIC FLUIDS LABO		79732	20255573	57.00 Pending approval	420
	AEP OHIO		7090 Aug/Sept25	20250712	55.58 Pending approval	422
	DANCO LETTERING		75527	20255535	55.00 Pending approval	438
521 N			5370528	20250493	52.60 Pending approval	422
	GORDON FLESCH COMPAN		IN15317430	20250137	52.00 Pending approval	438
2000200	AEP OHIO		7252 Aug/Sept25	20250712	45.34 Pending approval	422
184 F			897831186, 896995139	20255341	36.12 Pending approval	426
	OSU RADIOLOGY, LLC		219954	20255589	35.84 Pending approval	438
	SOVERNMENT FORMS		0356516	20250973	35.53 Pending approval	410
	GORDON FLESCH COMPAN		IN15309398	20250485	32.51 Pending approval	422
7406 A	AMAZON CAPITAL	092425	167Q-D49L-934M	20254476	26.99 Pending approval	412

Vendor	Name	CHECK RUN	Invoice	PO	Invoice Amt Status	Dept
521	MASI	092425	5370021	20250493	26.30 Pending approval	422
521	MASI	092425	5370157	20250493	26.30 Pending approval	422
521	MASI	092425	5370698	20250493	26.30 Pending approval	422
521	MASI	092425	5380019	20250493	26.30 Pending approval	422
521	MASI	092425	5380126	20250493	26.30 Pending approval	422
5451	REDWOOD TOXICOLOGY L	092425	12147520258	20255567	25.00 Pending approval	420
184	FEDEX	092425	8-987-01540	20255530	18.04 Pending approval	426
1127	QUILL CORPORATION	092425	45747135	20250891	15.67 Pending approval	412
	FRANKLIN ELECTRIC CO	092425	594551296	20251089	7.50 Pending approval	420
7406	AMAZON CAPITAL	092425	1RHV-6DDG-9D66	20255624	6.64 Pending approval	422

Administrator 9/24/2025

C.J. 2025 25-107A Date 0/24/2025

\* \* \*

## **ADMINISTRATOR ACTION NO. 25-108A:**

# **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	AM	OUNT
650	1	9/18/2025	amendment			mlehman	010CO126	550190		increase for expenditures	9/18/2025	D	\$	15,000.00
650	2	9/18/2025	amendment			mlehman	04123400	530380		increase for expenditures	9/18/2025	1	\$	15,000.00

ADD'L DESC: Align with expenditures for PD fees - Commissioners

Administrator

9/24/2025

revised 1/2/2025

		TR	ANSFER FORM			
	Wednesday (Due to the Auditor	by noon Monday)				
Depa	artment: Mental Health &	& Recovery Bo	ard <sub>Date:</sub> Septe	mbei	r 22, 2025	
	RES	OLUTION RE: TR	ANSFER OF FUNDS			
	tion was made by prove the following transfer (s):		and seconded by			_
Fron	1: Mental Health & Recovery Board Fund Name	310MH200 Org Number	Contract Services Object Name	Ехр	530100 Object Number	Project Number
To:	General	04380000	Sheriff's Fees	Rev	420104	Project Number
	Fund Name	Org Number Amount: \$	Object Name 22.50	_	Object Number	Project Number
Fron				Exp		B. Allerta
To:	Fund Name	Org Number	Object Name	Rev	Object Number	Project Number
10.	Fund Name	Org Number Amount: \$	Object Name	. 100	Object Number	Project Number
Fron	n:			Exp		
	Fund Name	Org Number	Object Name		Object Number	Project Number
То:	Fund Name	Org Number Amount: \$	Object Name	Rev	Object Number	Project Number
Eron				Eva	EJEL - JSI	
Fron	Fund Name	Org Number	Object Name	Exp	Object Number	Project Number
To:	Fund Name	Org Number	Object Name	Rev	Object Number	Project Number
		Amount: \$				
Reimb	on for Request: urse the cruiser fee for transporting Elizabeth Zizelman completed the patient		Springs East, 2085 Citygate Dri	ive, Colu	mbus on Sunday, Septe	mber 21, 2025.
Invoice	#2025-112					
			Approved by Adminis	strator	usa	-
	all vote resulted as follows:		Steve Ro Tom M Dave La	cCarthy		-
CC:	Originator Resolution File		Jave La		, Page	
	ESTER ACKNOWLEDGEMENT: priations are available, and free			its and	have verified that	
					10	1 1

#### TRANSFER FORM Wednesday (Due to the Auditor by noon Monday) Department: Union County Clerk of Courts Office Date: September 15, 2025 **RESOLUTION RE: TRANSFER OF FUNDS** A motion was made by \_\_\_\_\_ to approve the following transfer (s): and seconded by From: Certificate of Title 16541008 **Contract Services** Object Name Fund Name Ora Number Webcheck / Fees Rev Sheriff's Rotary 20943808 420104 To: Fund Name Org Number Object Name Project Number 13.00 Amount: \$ 30100 From: Certificate of Title **Contract Services** 16541008 Ехр Project Number Org Number Object Name 420111 Sheriff's Rotary 20943808 Webcheck / BCI Fees Rev Project Number Fund Name Org Number Object Name Object Number 22.00 Amount: \$ From: Exp Fund Name Object Name Object Number Project Number Org Number Rev Org Number Object Name Object Number Project Number Amount: \$ From: Exp Project Number Org Number To: Rev Fund Name Org Number Object Name Object Number Project Number Amount: \$ Reason for Request: Invoice #2025AUG-15 for a Webcheck In August 1 @ \$35.00 Each = \$13.00 Sheriff's Fees; \$22.00 BCI Fees Approved by Administrator UM Roll call vote resulted as follows: Steve Robinson Tom McCarthy Auditor CC: **Dave Lawrence** Originator Resolution File Page Date: REQUESTER ACKNOWLEDGEMENT: I have reviewed the above-referenced accounts and have verified that

appropriations are available, and free of prior encumbrances (including blanket purchase orders):

revised 1/2/2025

revised 1/2/2025

7/24/25 TRANSFER FORM								
1202	Wednesday (Due to the Auditor	30	20/44/06					
Depa	rtment: Union County Hu	ıman Services	Date: 09/11/20	)25				
	RES	OLUTION RE: TR	ANSFER OF FUNDS					
	ion was made by rove the following transfer (s):		and seconded by			_		
	: Union County PCSA	36542008 Org Number	Contract Services Object Name	Ехр	530100 Object Number	Project Number		
τ	Fund Name Prosecutor	04340000	Local Gov't Contracts	Rev	450118	1 Toject Hamber		
To:	Fund Name	Org Number Amount: \$	Object Name 25,081.48	<u>Kev</u>	Object Number	Project Number		
From				Ехр				
	Fund Name	Org Number	Object Name		Object Number	Project Number		
To:	Fund Name	Org Number Amount: \$	Object Name	Rev	Object Number	Project Number		
From	Fund Name	Org Number	Object Name	Ехр	Object Number	Project Number		
To:				Rev				
	Fund Name	Org Number Amount: \$	Object Name		Object Number	Project Number		
rom				Exp				
1011	Fund Name	Org Number	Object Name		Object Number	Project Number		
Го:				Rev	:			
	Fund Name	Org Number Amount: \$	Object Name		Object Number	Project Number		
	n for Request: UCHS assigned Assistant Prosecuting Atte	omey						
			Approved by Adminis	trator	WAN			
Roll ca	all vote resulted as follows:	Steve Ro						
C:	Auditor		Tom Mo Dave Lav			-		
	Originator Resolution File			C.J	, Page			
REQU	ESTER ACKNOWLEDGEMENT: priations are available, and free	I have reviewed th	e above-referenced accoun es (including blanket purch	ts and	have verified that	marken		
	produceron o contrata de la contrata	agence - Temper (1965) - 1965 (agence of Egypte 1965) (1965)			1			

		TR	ANSFER FORM			
<u> </u>	_Wednesday (Due to the Auditor I	oy noon Monday)				
Depa	rtment: Engineer		Date: 09/15/2			
		DLUTION RE: TR	RANSFER OF FUNDS			
	ion was made by erove the following transfer (s):		and seconded by			
	Sanitary Sewer Replacement	60242208	Transfers Out	Ехр	568001	
To:	Fund Name Debt	Org Number 50040408	Object Name Transfers In	Rev	Object Number 466001	Project Number
480138	Fund Name	Org Number Amount: \$	Object Name	_	Object Number	Project Number
From	:			Ехр		
To:	Fund Name	Org Number	Object Name	Rev	Object Number	Project Number
10.	Fund Name	Org Number Amount: \$	Object Name	-	Object Number	Project Number
From	Fund Name	Org Number	Object Name	Ехр	Object Number	Project Number
То:	Fund Name	Org Number Amount: \$	Object Name	Rev	Object Number	Project Number
Fron	Fund Name	Org Number	Object Name	Ехр	Object Number	Project Number
To:	runu Name	Cig Number		Rev		
	Fund Name	Org Number Amount: \$	Object Name		Object Number	Project Number
Correcti	on for Request: on to original transfer. Payment given was .( UPeoria USDA loan payment September 2025 (Pris					
			Approved by Admin	istrator	WAN	-
Roll c	all vote resulted as follows: Auditor		Tom N	obinson lcCarthy awrence		-
	Originator Resolution File			Date		-
REQU	ESTER ACKNOWLEDGEMENT: priations are available, and free	i have reviewed to of prior encumbran	ces (including blanket purc	hase or	ders): MA	_
	revised 1/2/2025		Auditor	's Office	Approval 1 9	120/25

			TRAN	SFER FORM			
9/24	Wednesday (Due to Auditor b	y noon Thursday)	_ 1	Date:9/17/20	25		<b>1</b>
	RE	SOLUTION RE:	TRAN	ISFER OF FUNDS			
	n was made by ove the following transfer (s	):		and seconded b	у		
From:	Public Assistance Fund Name	35001508 Org Number	_	Travel & Expense	_ <u>A</u>	550100 Object Number	Project Numbe
To:	M & G Fund Fund Name	25042200 Org Number	Engineer (Vendor # 2509)	Office Reimburseme	nt R	480136 Object Number	Project Numbe
		Amount: \$		\$ 63.4	12		
From:	Senior Services Sales Tax Fund Name	36906708 Org Number	Engineer	Travel & Expense Object Name	Exp	550100 Object Number	Project Number
To:	M & G Fund	25042200 Amount: \$	(Vendor # 2509)	Office Reimburseme		480136	
		Amount. \$		10.0			
From:	Fund Name	Org Number	-	Object Name	Exp	Object Number	Project Number
To:	Fund Name	Org Number Amount: \$		Object Name	Rev	Object Number	Project Numbe
	Agency Vehicle Allocatio	on for 2025 is 77% D.	JFS & 23	% Senior Services		Transfer total:	_
	or Request: Repair service work June 2025	Invoice: 000761		\$ 82.3	37	\$ 82.37	·
				\$ - \$ -		DJFS 77% \$ 63.4	\$ 82.37
				\$ - \$ -		Sr. Services 23% \$ 18.9	5
				Approved by Admi	nistrator	iva)	-
Roll call	vote resulted as follows:				Robinson		
cc: /	Auditor				Lawrence		
	STER ACKNOWLEDGEMENT tions are available, and free of prior				C.J.: Date: ave verified to AC LU		-
				Auditor's Office	Approval	AMC	

# TRANSFER FORM

	UCATS		ite:	9/17/2	020				
	RES	SOLUTION RE:	TRAN	SFER O	F FUNDS				
A motion v	vas made by			_ and sec	onded by				-
o approve	the following transfer (s)								
F	LICATO	36044508		Vehicle I	Maintenance	Α	53	0160	
From:	UCATS Fund Name	Org Number			ct Name		Object	t Number	Project Number
	\$70.00.00.00 (\$10.00.00.00.00.00.00.00.00.00.00.00.00.0		Engineer (Vendor #	O# D-	imbursement	R	48	10136	
Го:	M & G Fund Fund Name	25042200 Org Number	25091		ed Name			Number	Project Number
	Fund Name	Amount: \$		\$	444.92				
rom:						Ехр			
TOIII	Fund Name	Org Number	_	Obje	ect Name		Objec	d Number	Project Number
Го:			Vendor #			Rev			
10.	Fund Name	Org Number	- 1004	Obji	ect Name		Object	Number	Project Number
		Amount: \$	1						
From:						Ехр		d Number	Project Number
_	Fund Name	Org Number		Obji	ect Name		Object	a Namoei	Project Numb
To:			_			Rev			
	Fund Name	Org Number		Obj	ect Name		Objec	d Number	Project Numb
		Amount: \$							
Reason fo	r Request:						Trans	sfer total:	
Mechani	ic service work June 2025	Invoice: 000753		\$	114.60 272.82	-			
WICOMAIN		Invoice: 000754 Invoice: 000762		\$	57.50	-	1		
		IIIVOICE, UUUTUZ		\$					
				\$			1		
_				\$			\$	444.92	
				Approv	ed by Admini	strator	u	VAN	
0-88-	ote resulted as follows:				Steve R	lobinson	1		
KOH GAH Y	The respited as follows.				Thomas A. N				
cc: Au	ditor				Dave L	awrence			
						C.J.: Date:			
REQUEST	ER ACKNOWLEDGEMEN	T: I have reviewed in r encumbrances (inclu	the above ding bian	-referenced i ket purchase	orders):			0,	
									1/24/2

## TRANSFER FORM

09/24/2025	Wednesday (Due to the Auditor	by noon Monday)				
Depa	rtment: Union County Hu	ıman Services	Date: 09/18/20	)25_		
	RES	OLUTION RE: TR	ANSFER OF FUNDS			
	on was made byrove the following transfer (s):		and seconded by			_
	: Child Support	36342008	Contract Services	Exp	530100	
TOIL	Fund Name	Org Number	Object Name	LAP	Object Number	Project Number
To:	General	04140000	Common Pleas	Rev	450116	
	Fund Name	Org Number Amount: \$	Object Name 1778.13		Object Number	Project Number
From	: Fund Name	Org Number	Object Name	Ехр	Object Number	Project Number
To:	Full Natile	Cig (valibe)	Object Name	Rev	Object Number	i roject recinect
10.	Fund Name	Org Number Amount: \$	Object Name	1101	Object Number	Project Number
From				Ехр		
_	Fund Name	Org Number	Object Name	_	Object Number	Project Number
To:	Fund Name	Org Number	Object Name	Rev	Object Number	Project Number
	V9 10 17 00 00 10 00 00 00 00 00 00 00 00 00 00	Amount: \$			100 100 page 20 page 100 page	
From				Ехр		
т.,	Fund Name	Org Number	Object Name	Davi	Object Number	Project Number
То:	Fund Name	Org Number Amount: \$	Object Name	Rev	Object Number	Project Number
	n for Request: ille IV-D Services Common Pleas Magistre	te				
			Approved by Adminis	trator	_ wan	-
	Il vote resulted as follows:	Steve Ro Tom Mo	Carthy		_	
CC:	Auditor Originator Resolution File		Dave La	C.J	, Page	-
	STER ACKNOWLEDGEMENT: riations are available, and free				have verified that	icoo wani
1	revised 1/2/2025		Auditor's	Office A	Approval X	9/22/25

- \* County Administrator William Narducci provided the following updates:
  - He spoke with Plain City Administrator Haley Lupton this week. She has requested to give the Board an update on the RANCO property. There will be an annexation on a portion of this property coming soon for the Board's approval in the next few weeks.
  - He has a call later today with Plain City and Dublin to discuss Capital Bill funding for the Heritage Trail, also known as the Kurt Tunnell Memorial Trail. There have been discussions with the owner of the abandoned rail bed that serves as a potential alignment for this trail project over the years, but the county has not been able to come to an agreement on price for acquisition. We are discussing the potential to transfer state capital bill funding for this project to Plain City for an active project to extend the trail into Union County.

\* \* \*

- \*Assistant County Prosecutor Thayne Gray provided the following updates:
  - He received notice of a drainage easement release in Corporate Estates Lot 58. He has talked to Luke Sutton at the Engineer's Office and Joe Eads at Soil & Water. They both have ok'd the release.
  - Commissioner Robinson asked if properties still need this easement for proper drainage, and if there was drainage tile installed.
  - Mr. Gray stated he would collect more information on this easement and get back to the Board.

\* \* \*

- \*Budget Analyst Janell Alexander provided the following updates:
  - No report.

\* \* \*

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

\* \* \*

- \*Commissioner David A. Lawrence provided the following updates:
  - No report.

\* \* \*

Commissioner Tom McCarthy provided the following updates:

- He met with the City of Marysville and Jerome Township about utilities installation in the area.
- He met with Engineer Jeff Stauch to talk about the Engineer's Office requiring performance bonds for companies installing utilities in the right of way. Madison County's Engineer's Office and the County Engineer are being sued. Mr. Stauch is hopeful CEAO (County Engineer's Association of Ohio) will give more guidance about this.

\* \* \*

Commissioner Steve Robinson provided the following updates:

• He has a CEBCO board meeting on Friday.

- \*Received the following plats:
  - Glacier Pointe, Section 5 Preliminary Plat Extension
  - Jerome Village, The Courtyards of Hyland Meadows AKA Village Neighborhood, Section 13 (VN-13) Preliminary Plat

\* \* \*

\*Received the 2026 application for domestic violence funds.

\* \* \*

\*Commissioner Steve Robinson adjourned the meeting at 10:26 a.m.

The preceding Minutes were read and approved October 8, 2025.

Digitally signed by Steve Robinson
DN: cn=Steve Robinson, a=Commissioners,
ou=Commissioner,
email=mlehman@unioncountyohio.gov, c=U:
Date: 2025.10.08 13:53:49 -04'00'

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;10.08 14:00:01 -04'00'
Adobe Acrobat Version: 2020.005.30793

David A. Lawrence Commissioner

Jan ruclarry

Digitally signed by Tom McCarthy Date: 2025.10.08 14:00:46 -04'00'

Tom McCarthy Commissioner

Mallouf Lihman

Digitally signed by Mallory Lehman DN: cn=Mallory Lehman, o=Commissioners, ou=Assistant Clerk to the Board, email=mlehman@unioncountyohio.gov, c=US Date: 2025.10.08 14:01:31 -04'00' Adobe Acrobat version: 2020.005.30793

Mallory Lehman, Clerk to the Board