

UNION COUNTY COMMISSIONERS JOURNAL 2025  
February 19, 2025

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

Steve Robinson, President  
David A. Lawrence, Vice President  
Tom McCarthy, Commissioner  
William Narducci, County Administrator  
Letitia Rayl, Assistant County Administrator/Budget Officer  
Mallory Lehman, Clerk to the Board

\* \* \*

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

\* \* \*

\*Thayne Gray, Assistant Prosecuting Attorney; Jimmie Inskip, Facilities Supervisor; Ginger Yonak, Human Resources; Joseph Groves, Urban Development/Soil and Water; and Mike Williamson, Marysville Journal Tribune were in attendance.

\* \* \*

Old Business: Board of Access Management Appeals Decision Regarding CP New California.

**RESOLUTION NO. 25-060:**

**Pick Up Off the Table, Resolution No. 25-060, The Board of Access Management Appeals Decision Regarding CP New California – Commissioners**

The County Commissioners do hereby approve to Pick Up Off the Table, Resolution No. 25-060, The Board of Access Management Appeals Decision Regarding CP New California.

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

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

\* \* \*

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**RESOLUTION NO. 25-061T:****Table the Board of Access Management Appeals Decision Regarding CP New California Until March 5, 2025 – Commissioners**

The Board of County Commissioners hereby approved tabling the Board of Access Management Appeals Decision Regarding CP New California Until March 5, 2025.

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

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

There was a joint request received yesterday to defer this decision until March 5, 2025.

\* \* \*

**Courthouse Window Project Update – Jimmie Inskip:**

- All color samples for the window project have been chosen. This includes the color for the caulking and film on one side of the windows. The anticipated start date is in April. The contractor has expressed interest in working on weekends to get the project done in a timely manner, and to work around the court's schedule.
- Commissioner McCarthy asked for Mr. Inskip to explain the project in more detail for him.
- Mr. Inskip stated the whole courthouse is getting new windows installed. The offices in the basement will have laminate windows, with egress windows in case of an emergency. The other floors will have regular tinted glass windows. The tint will help with the heat transfer in the warmer months.
- Commissioner Robinson asked how long this project will take.
- Mr. Inskip stated the contractor has until September to complete the project but anticipates it will be done before then.

Jimmie Inskip left the meeting at this time.

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**RESOLUTION NO. 25-062:**

**Executive Session, Pursuant to O.R.C. 121.22(G)(1) to Consider Discipline of a Public Employee – Commissioners/Human Resources**

The Board of County Commissioners entered into executive session at 8:38 a.m. for the purpose of considering discipline of a public employee. In attendance were: William Narducci, County Administrator; Letitia Rayl, Assistant County Administrator/Budget Officer; Ginger Yonak, Human Resources; Thayne Gray, Assistant County Prosecutor; and Mallory Lehman, Clerk to the Board. The session ended at 8:58 a.m.

\*No action was taken at this time.

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

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

**RESOLUTION NO. 25-063:**

**Approve the Minutes from the February 19, 2025, Meeting – Commissioners**

The Board of County Commissioners approved the minutes from the February 19, 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

\* \* \*

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RESOLUTION NO. 25-065:

Approve the Purchase of a 2025 Western Star, 47X – Engineer

The Board of County Commissioners hereby approves the Purchase of a 2025 Western Star, 47X.



TRUCK COUNTRY - WAPAKONETA

1770 WAPAK FISHER RD  
PO BOX 187  
WAPAKONETA, OH 45895  
Phone: (866) 226-8691  
Fax:

Vehicle Invoice / Bill Of Sale

Sold To: UNION COUNTY  
Union County Engineers  
233 W  
MARYSVILLE, OH 43040

Deal Number: VM312000335  
Invoice Date: 11/8/24  
Cus Id: 235034  
Salesperson: HIBNER, DAVID L

Cash Price Vehicle:	150507.00
Added Equipment:	0.00
Registration Fee:	0.00
Sales Tax:	0.00
Federal Excise Tax:	0.00
Service Contracts:	99600.00
Title Fee:	0.00
Loan Filing Fee:	0.00
License Fee:	0.00
Counter Service Fee:	0.00
Doc Fee:	0.00
Doc Fee Discount:	0.00
<b>Total Price:</b>	<u>250107.00</u>
Trade Allowance:	55000.00
Payoff on Trade:	<u>0.00</u>
Equity in Trade:	55000.00
Payment with Order:	
Cash	0.00
Rebates	0.00
<b>Total Down:</b>	<u>55000.00</u>
<b>Amount Due:</b>	<u>195107.00</u>

Lien Holder: DAIMLER TRUCK FINSERVUSALLC

\*Please see attached addendum for the list of vehicles\*

Sales Person Signature: Dean Haverstick

Customer Signature: Tim Melanby & David L Hibner

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**TRUCK COUNTRY - WAPAKONETA**

1770 WAPAK FISHER RD  
PO BOX 187  
WAPAKONETA, OH 45895  
Phone: (866) 226-8691  
Fax:

ADDENDUM

Sold To: UNION COUNTY  
Union County Engineers  
233 W  
MARYSVILLE, OH 43040

Deal# VM312000335  
Invoice Date: 11/8/24  
Cus Id: 235034  
Salesperson: HIBNER, DAVID L

**Description of Purchased Vehicle(s):**

<u>UnitId</u>	<u>ModelYear</u>	<u>VIN</u>	<u>Make</u>	<u>Model</u>	<u>Selling Price</u>
883902	25	5KKHBPDV6SLVP5716	WST	47X	250,107.00
<b>TOTAL</b>					<b>250,107.00</b>

**Description of Trade Vehicle(s):**

<u>UnitId</u>	<u>ModelYear</u>	<u>VIN</u>	<u>Make</u>	<u>Model</u>	<u>Trade Price</u>
857865	15	5KKHAXDV2FLGG5680	WST	47X	55,000.00
<b>TOTAL</b>					<b>55,000.00</b>

Sales Person Signature: Juan Hester

Customer Signature: [Signature]  
For McArthur D-4

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**Trade Signature Authorization**

To Whom It May Concern:

I/We UNION COUNTY do hereby appoint Truck Country of Indiana, Inc. to sign on our behalf for the following titles upon receipt from lienholder:

VIN	5KKHAXDV2FLGG5680	Stock #	857865
	5KKHBPDV6SLVP5716		883902

Thank you,

SIGNATURE:  DATE 2/19/2025

Phone: (419)226-8400  
Toll Free Phone: (866)226-8691  
Fax:

Dealer Address: TRUCK COUNTRY - WAPAKONETA  
1770 WAPAK FISHER RD  
PO BOX 187  
WAPAKONETA, OH 45895

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Completed Sales  
Delivery Receipt

Deal Number: DE-35431

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

<u>Stock No</u>	<u>Year</u>	<u>Vin</u>	<u>Make</u>	<u>Model</u>	<u>Date Delivered</u>
883902	2025	5KKH8PDV6SLVP5716	Western Star	47X	11-08-2024

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

Authorized Customer Signature: *[Signature]* Date: 2/19/2025

Truck Country Representative: David Hibner *[Signature]* Date: \_\_\_\_\_

Dealer Information:

Phone: 8662268691  
Toll Free Phone: 888-502-0171  
Fax :

TRUCK COUNTRY - WAPAKONETA  
1770 WAPAK FISHER RD  
PO BOX 187  
WAPAKONETA, OH 45895

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Truck Country of Indiana Inc.  
1770 Wapak Fisher Rd | PO Box 187  
Wapakoneta, OH 45695  
419-738-9684 | truckcountry.com

Retail Trade Terms and Conditions

Stock No	Product VIN
857865	5KKHAXDV2FLGG5680

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

Retail Trade Terms and Conditions

✓ SEE ATTACHED LIST of VIN's

GENERAL

Any unit where a value was assigned based on an appraisal prior to trade-in needs to have specs equivalent or better on the truck at trade-in. Or alternatively, the specs and miles at turn in need to be understood by both parties. Otherwise the trade-in value is subject to reassessment.

⇒ Initials SR

Glider Kits must be identified on the appraisal form and will be valued accordingly.

Any unit with a previous wreck in excess of \$10,000 must be declared upfront. Units passes Federal DOT inspection prior to acceptance

⇒ Initials SR

We reserve the right to reject any unit(s) that has/have not been repaired in accordance with acceptable standards of workmanship.

Van and truck bodies that are not the same year model as their chassis must be specifically identified.

Refrigerated units need to be identified by manufacturer, year, model and hours of usage.

Vehicles must have a minimum of twenty (20) gallons of fuel per tank at turn in.

ENGINE

Engine must be original engine or declared up front as part of initial appraisal There can be no Check Engine Light codes present.

Engine must operate at a minimum of 80% of the original manufacturer's rated horsepower after allowing for driveline losses and as verified by a chassis dynamometer test. Engine must be mechanically sound and within the manufacturer's specifications with regard to oil pressure, coolant temperature and pressure, and fuel and rail pressures. There must be no compression in the cooling system.

Engine must have no oil or coolant leaks unless they are covered under warranty. Fluids cannot be dripping to the ground or forming droplets. Fluids must be free from contamination.

ECM must retain mileage information and be cleared of all passwords

Engine air compressor and crankcase blow-by must be within OEM tolerance levels.

Air to Air must be free of damage and leaks.

Batteries, starter, alternator and other ignition system components must be in sound condition. Batteries must be original CCA rating, cases intact with no dead cells and capable of starting the truck unassisted.

Air conditioning compressor must be operational. System must be free from defect and blow cold air.

**Emission Equipment** - All emission/exhaust/ATS components including but not limited to EGR, DPF, DEF, and SCR must be fully functional. Documentation must be supplied if DPF had been cleaned or replaced in prior 6 months or 50k miles. Unit must be capable of performing successful parked regen. All devices must be fully intact and void of alterations or tampering.

⇒ Initials SR

DRIVETRAIN

Clutch, transmission and front and rear axles must be roadworthy and free from defects with no visible bends, cracks or fluid leaks. The clutch and clutch brake must be in adjustment or must be replaced if it cannot be adjusted to within acceptable tolerances. The driveline must be free of noise, vibration and excessive free-play in u-joints.

No wheel or pinion seals are to be leaking.

Customer Signature: [Signature]

Date: 2-19-2025

Salesperson Signature: [Signature]

Date: 1-28-2024

BRAKES

Brakes linings at least 1/2 inch on all axles and pass DOT standards.

Drums free from breaks/cracks and can't be worn in excess of a 1/16 inch groove.

TIRES

Steer Matched original casings Min 12/32-inch tread depth (at lowest point.)

Drive: Identically matched block/lug type tread on all drive tires. Trailer tires are not allowed. Min 12/32-inch tread depth (at lowest point)..

Minimum 12/32-inch tread depth (measured at the lowest point). Any recaps must be first-time caps.

Tires must have sound casings free of cuts, bulges or gouges and there must be no irregular tread wear (dishing, cupping, edging, feathered, etc.). Casings cannot be over 7 years old.

FRAME

Frame rails, crossmembers, fifth wheel, cab mounts/supports, spring/air suspension hangers and other structural systems must be free from cracks, improper welds and defects, and excessive rust. All pins and bushings must be free of play and within Dot published tolerances.

Frames that have been stretched, improperly repaired, welded or otherwise altered are not acceptable.

CAB/SLEEPER/BODY

Paint and/or body damage must not exceed \$250.00 total per unit including, but not limited to, the bumper, grill, fuel tanks, fairings, dents, rust damage, etc.

All decals, permits, and other customer ID must be removed (including bodies) and in a manner as to not damage the paint. Scratches to the paint as a result of the de-ID process will be considered paint damage as defined above.

All standard and optional equipment such as the radio and power accessories must be intact and fully operational. Auxiliary equipment (such as APU's) must be mechanically sound and in working order. If they have been removed, all alterations must be repaired to original equipment standards.

Upholstery must have no tears or open seams. Holes (burns, punctures, etc.) through the fabric (padding exposed) must be repaired or replaced. There must be no scratched, broken, chipped, or cracked glass (windshield, windows or mirrors), and no "bull's-eyes." Glass may be repaired! OR replaced if the repair is not visible to the naked eye.

Dash panels and interior trim pieces must not be missing and must be free from holes, cracks and breaks.

All instruments, gauges and control panels must be in operating condition with no missing knobs or switches and no broken glass.

All attached body equipment with hydraulic components must be in good working order and free of fluid leaks.(cylinder, fittings, etc.)

Upon request a detailed summary with pictures can be provided detailing examples of acceptable vs unacceptable items relating to this section.

DOCUMENTS & RECORDS

Owner certifies that to the best of their knowledge the odometer readings on the vehicles accurately reflect the actual miles for each unit unless otherwise noted and properly documented.

Payment for the vehicles will not be made until clear titles/ownerships, free and clear of all liens and encumbrances are received.

A current Federal Annual Inspection sticker must be on each unit

A current State Inspection sticker (if applicable) must be on each unit.

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



Deal #: DE-35431

Dealer Warranty Disclaimer

Stock Number	Condition, Year, Make, Model	VIN
883902	New 2025 Western Star 47X	5KKHBPDV6SLVP5716

Buyer Address:

UNION COUNTY
233 WEST 6TH ST, MARYSVILLE, OH 43040

Used Vehicle Dealer's Warranty Disclaimer:

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



New Vehicle Dealer's Warranty Disclaimer:

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

Buyer Signature: [Signature] Date: 2/19/2025
Truck Country Representative: David Hibner [Signature] Date: 11-08-2024

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

NEW TRUCK WARRANTY

Table with 3 columns: Stock#, Year/Make/Model, VIN. Row 1: 883902, New-2025 Western Star 47X, 5KKHBPDV6SLVP5716. Row 2: Kalida Truck Equipment snow and ice package

Buyer Address

UNION COUNTY
233 WEST 8TH ST MARYSVILLE, OH 43040

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

Currently:

[checked] I agree to purchase New Extended Truck Warranty, see purchase agreement for details

[unchecked] I decline to purchase New Extended Truck Warranty.

Buyer Signature: [Signature] Date: 2/19/2025

Truck Country Representative: David Hibner [Signature] Date: 11-8-2024

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<b>Warranty Start Form (WAR275)</b>		<b>Daimler Trucks North America LLC</b>			
<b>Single or Multiple Vehicle Registration for a Single Customer</b>					
<ul style="list-style-type: none"> <li>• <b>DTNA Dealers:</b> Upload this completed and <b>signed</b> WAR275 form to DTNA in OWL; keep the signed form on file</li> <li>• <b>Body Builders and RV Dealers/Customers:</b> Email this completed and signed WAR275 form to DTNA at: <a href="mailto:WarrantyDEP@Daimler.com">WarrantyDEP@Daimler.com</a>; keep the signed form on file</li> </ul>					
<b>Dealer</b>		Dealer Name		Truck Country of Indiana DBA Stoops Western Star of Ohio	
		Phone		8662268691	
DTNA Dealer Code	44D3	Dealer Contact Name	David Hibner		Email
				davidhibner@truckcountry.com	
<b>Vehicle</b>		VIN (17 characters)		In-Service Date	Distance at In-Service
<input type="checkbox"/> FT <input type="checkbox"/> L <input type="checkbox"/> STL <input type="checkbox"/> WST <input type="checkbox"/> TBB <input type="checkbox"/> FCCC		5KKHBPDV6SLVP5716			<input type="checkbox"/> MI <input type="checkbox"/> KM
<input type="checkbox"/> FT <input type="checkbox"/> L <input type="checkbox"/> STL <input type="checkbox"/> WST <input type="checkbox"/> TBB <input type="checkbox"/> FCCC					<input type="checkbox"/> MI <input type="checkbox"/> KM
<input type="checkbox"/> FT <input type="checkbox"/> L <input type="checkbox"/> STL <input type="checkbox"/> WST <input type="checkbox"/> TBB <input type="checkbox"/> FCCC					<input type="checkbox"/> MI <input type="checkbox"/> KM
<b>Customer</b>		Name	UNION COUNTY		Phone
Authorized Representative Name					
Email					
Address		233 WEST 6TH ST			
City		State/Province	Country	Zip	
MARYSVILLE		OH	USA	43040	
The above vehicle(s) will be used for the following vocation / applications only ( choose only one):					
<input type="checkbox"/> Airport <input type="checkbox"/> Fire Service <input type="checkbox"/> Mobile Lab Service <input type="checkbox"/> Rescue and Emergency <input type="checkbox"/> Airport/Transit Shuttle <input type="checkbox"/> Heavy Haul Service <input type="checkbox"/> Oil Field <input type="checkbox"/> Road/Rail Service <input type="checkbox"/> Armored Car Service <input type="checkbox"/> Inter-city Bus/Coach <input type="checkbox"/> Para-transit Van Service <input type="checkbox"/> School Bus Service <input type="checkbox"/> Charter/Shuttle/Transit <input type="checkbox"/> Intra City Bus Service <input type="checkbox"/> Pickup and Delivery/Short Haul <input type="checkbox"/> Shuttle Bus <input type="checkbox"/> Church/Prison/Activity <input type="checkbox"/> Line Haul / Long Haul <input type="checkbox"/> Recreation ( specify one below <input type="checkbox"/> Tour/Bus Coach - City <input type="checkbox"/> Construction <input type="checkbox"/> Logging Service <input type="checkbox"/> Business <input type="checkbox"/> Personal <input type="checkbox"/> Tour Bus/Coach - Cross Country <input type="checkbox"/> Farm <input type="checkbox"/> Mining <input type="checkbox"/> Refuse <input type="checkbox"/> Utility/Repair Maintenance					
<b>Customer Certification:</b> By signing below, I certify that the above vehicle(s) will be used only for the above selected vocation/application. I understand that all notices regarding the above vehicle(s), including warranty, recall, and field service campaign information, will be mailed to the above customer name and address. I acknowledge that I have received the applicable Owner's Warranty Information book, and I accept the terms and conditions set forth therein, including the Limited Warranty Disclaimer and Limitation of Liability. I certify that I have received the applicable Maintenance Manual(s), Operator's Manual(s) and Driver's Manual(s) for the above vehicle(s), or, in the case of vehicles manufactured by Thomas Built Bus, I have received the website address where these documents may be obtained. I have reviewed the Telematics Data Terms of Use in the Driver's Manual and hereby agree to those Terms of Use. If applicable, I have been instructed on correct fifth wheel operation. I acknowledge that the Federal Safety Standards and Emission stickers have been affixed to the driver's side doorframe of the above vehicle(s). I acknowledge that I have been offered Extended Coverage warranty options (if applicable).					
<b>REQUIRED Information From Customer or Authorized Customer Representative</b>					
Signature				Date	
				2/19/2025	

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OHIO DEPARTMENT OF PUBLIC SAFETY
BUREAU OF MOTOR VEHICLES

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

(Type or Print in Ink)

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

Form with fields for PRIMARY APPLICANT'S NAME (UNION COUNTY), ADDRESS (233 WEST 6TH ST, MARYSVILLE, OH 43040), and SECONDARY APPLICANT'S NAME and ADDRESS.

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

Section for ORIGINAL CERTIFICATE OF TITLE. Includes fields for Evidence of ownership (MCO, Previous Title No., Registration, etc.), Applicant acquired said motor vehicle by (state how acquired), from: Name of Previous Owner (ND004165), Is Seller a Minor? (No), Address of Previous Owner, and Lien Holder (DAMLER TRUCK ENTERPRISES LLC).

Section for DUPLICATE CERTIFICATE OF TITLE. Includes fields for Certificate of Title Number, has been (lost, stolen, destroyed), The vehicle is in the possession of, residing at, and that if said Certificate of Title be hereby recovered by this applicant he will deliver same to the Clerk of Courts for cancellation.

Section for REPLACEMENT CERTIFICATE OF TITLE for Certificate of Title Number.

Section for MEMORANDUM CERTIFICATE OF TITLE for Certificate of Title Number.

Section for SALVAGE CERTIFICATE OF TITLE. Includes field for Certificate of Title Number.

Vehicle information section including YEAR (2025), VIN (5KXKH8PDV6SLVP5716), MODEL (47X), BODY TYPE (TRK), MAKE (Western Star), CONVERSION, PURCHASE PRICE (\$150,507.00), TRADE IN ALLOWANCE, GROSS TAX DUE, VENDOR'S DISCOUNT, TAX PAID (\$0.00), TAX EXEMPTION (STATE POLITICAL), DEALER'S PERMIT NUMBER (ND004165), and VENDOR'S NUMBER.

Warning: You are required by law to state the true selling price. A false statement is in violation of section 2921.13 of the Ohio Revised Code (R.C.) and is punishable by six months imprisonment and a fine of up to one thousand dollars or both.

Applicant's signature (Mallory Jordann Lehman), Sworn to and subscribed in my presence this 19 day of February, 2025 in Union County, State of Ohio.

Notary Public signature: MALLORY JORDANN LEHMAN, Notary Public, State of Ohio, My commission expires 8/6/2029.

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

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STEC MV  
Rev. 3/04

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

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

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

Motor Vehicle, Off-Highway Motorcycle or All-Purpose Vehicle			
Year 2025	Make Western Star	Model 47X	Body type TRK
Vehicle identification number (VIN) 5KKHBPDV6SLVP5716			
Purchase price \$ 150,507.00			

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

SP

**UNION COUNTY**

Purchaser's name  
**STATE POLITICAL**

Purchaser's activity, i.e., manufacturer, public utility, church, etc.  
**233 WEST 6TH ST**

Purchaser's street address  
**MARYSVILLE OH 43040**

City, state, ZIP code

Signature *[Signature]* Title **president**

Date signed  
**31-6400087**

Vendor's license number, if any

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

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OHIO DEPARTMENT OF PUBLIC SAFETY  
 BUREAU OF MOTOR VEHICLES

**ODOMETER DISCLOSURE STATEMENT**

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

I, UNION COUNTY state that the odometer (of the vehicle described below) now reads 520 (no tenths) miles and to the best of my knowledge that it reflects the actual mileage of the vehicle described below, unless one of the following statements is checked.

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

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

**WARNING - ODOMETER DISCREPANCY.**

MAKE Western Star	BODY TYPE TRK	MODEL 47X
VEHICLE ID NUMBER 5KKHBPDV6SLVP5716	YEAR 2025	

TRANSFEROR'S PRINTED NAME (SELLER) Truck Country of Indiana DBA Stoops Western Star of Ohio		
TRANSFEROR'S STREET ADDRESS 1770 WAPAK FISHER RD		
CITY WAPAKONETA	STATE OH	ZIP CODE 45895
DATE OF STATEMENT 11/08/2024	TRANSFEROR'S SIGNATURE (SELLER) <i>David Hibner</i>	
PRINTED NAME OF TRANSFEROR David Hibner		

TRANSFEREE'S PRINTED NAME (BUYER) UNION COUNTY		
TRANSFEREE'S STREET ADDRESS 233 WEST 6TH ST		
CITY MARYSVILLE	STATE OH	ZIP CODE 43040

**RECEIPT OF COPY ACKNOWLEDGED**

TRANSFEREE'S SIGNATURE (BUYER) <i>Steve Robinson</i>	PRINTED NAME OF TRANSFEREE Steve Robinson
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[www.bmv.ohio.gov](http://www.bmv.ohio.gov)

BMV 3724 4/17 [17601081]

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OHIO DEPARTMENT OF PUBLIC SAFETY  
 BUREAU OF MOTOR VEHICLES

**ODOMETER DISCLOSURE STATEMENT**

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

I, UNION COUNTY state that the odometer (of the vehicle described below) now  
PRINT TRANSFEROR'S NAME

reads 130028 (no tenths) miles and to the best of my knowledge that it reflects the actual mileage of the vehicle described below, unless one of the following statements is checked.

- (1) I hereby certify that to the best of my knowledge the odometer reading reflects the amount of mileage in excess of its mechanical limits.
- (2) I hereby certify that the odometer reading is NOT the actual mileage.  
**WARNING - ODOMETER DISCREPANCY.**

MAKE WESTERN STAR	BODY TYPE	MODEL 47X
VEHICLE ID NUMBER 5KKHAXDV2FLGG5680		YEAR 2015

TRANSFEROR'S PRINTED NAME (SELLER) UNION COUNTY		
TRANSFEROR'S STREET ADDRESS 233 WEST 6TH ST		
CITY MARYSVILLE	STATE OH	ZIP CODE 43040
DATE OF STATEMENT 11/08/2024	TRANSFEROR'S SIGNATURE (SELLER) <i>Steve Robinson</i>	
	PRINTED NAME OF TRANSFEROR Steve Robinson	

TRANSFEEE'S PRINTED NAME (BUYER) Truck Country of Indiana DBA Stoops Western Star of Ohio		
TRANSFEEE'S STREET ADDRESS 1770 WAPAK FISHER RD		
CITY WAPAKONETA	STATE OH	ZIP CODE 45895

<b>RECEIPT OF COPY ACKNOWLEDGED</b>	
TRANSFEEE'S SIGNATURE (BUYER) X <i>David Hibwer</i>	PRINTED NAME OF TRANSFEEE David Hibwer

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

BMV 3724 4/17 [17601081]

UNION COUNTY COMMISSIONERS JOURNAL 2025  
February 19, 2025



Ohio Bureau of Motor Vehicles

POWER OF ATTORNEY

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

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

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

MAKE Western Star	YEAR 2025	SERIAL NO. 5KKHBPDV6SLVP5716
----------------------	--------------	---------------------------------

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

In Witness whereof, the undersigned has caused his name to be subscribed hereto this 08 19 day of November February 20 24 25

*[Signature]*  
SIGNATURE OF PERSON GIVING POWER OF ATTORNEY

31-6400087  
SOCIAL SECURITY NUMBER OF BUYER/OWNER

ACKNOWLEDGEMENT

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

In Testimony Whereof, I have hereunto set my hand and affixed my official seal this 08 19 day of November February 20 24 25 in the county of Union State of Ohio.

*[Signature]*  
NOTARY PUBLIC

My commission expires 8/6/2029

UNION COUNTY COMMISSIONERS JOURNAL 2025  
February 19, 2025



Ohio Bureau of Motor Vehicles

POWER OF ATTORNEY

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

LAST NAME Truck Country of Indiana DBA Stoops Western Star of Ohio	FIRST NAME	MI	
STREET ADDRESS 1770 WAPAK FISHER RD	CITY MARYSVILLE	STATE OH	ZIP CODE 43040

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

MAKE WESTERN STAR	YEAR 2015	SERIAL NO. 5KKHAXDV2FLGG5680
----------------------	--------------	---------------------------------

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

In Witness whereof, the undersigned has caused his name to be subscribed hereto this 08 19  
day of November February 2024 25

[Signature]  
SIGNATURE OF PERSON GIVING POWER OF ATTORNEY

31-10400087  
SOCIAL SECURITY NUMBER OF BUYER/OWNER

ACKNOWLEDGEMENT

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

In Testimony Whereof, I have hereunto set my hand and affixed my official seal this 08 19 day of November February 2024 25 in the county of Union State of Ohio.

X [Signature]  
NOTARY PUBLIC

My commission expires 8/6/2029

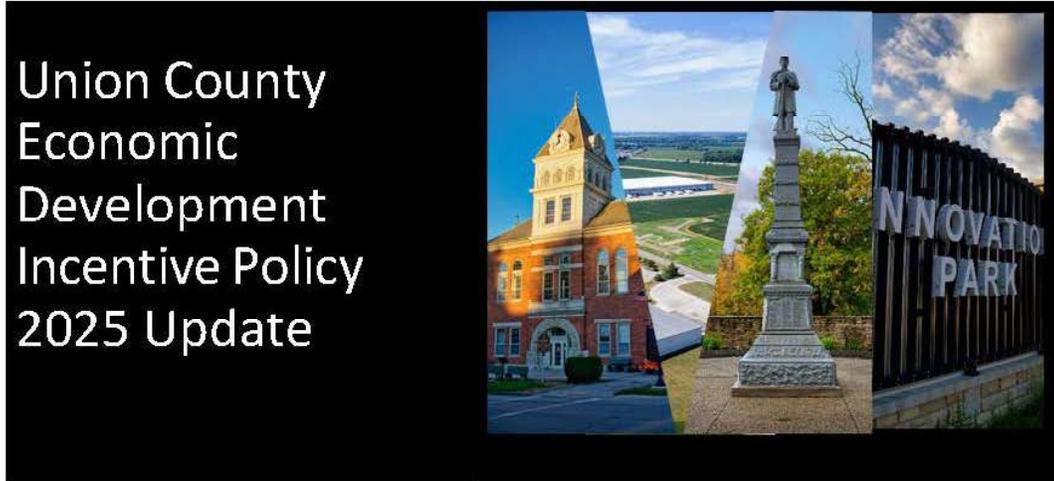
A motion was made by David A. Lawrence and seconded by Tom McCarthy to approve this Resolution and was carried by the following vote:

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

\* \* \*

Economic Development Update – Eric Phillips

\*The following presentation accompanied Mr. Phillips update:



## History of our EDIP

- The EDIP was first established in 2006 with various amendments and updates over the years.
- The EDIP was created as a recommendation from the 2003 Economic Development Strategy that recognized that the community needed alignment with the incentive approval process in order to attract projects.
- This EDIP was approved by jurisdictions located in growth areas of the County, which includes municipalities, townships, and school districts.
- In 2023, MEVSD and Jerome Township initiated their withdrawal from the EDIP.
- In discussions with multiple stakeholders, we began a process of updating and modernization.
- In 2024, the Union County CIC hired a consultant to analyze our current EDIP and conduct stakeholder interviews with all jurisdictions in original EDIP
- With the results from that analysis, the consultant created a new EDIP, which is in draft form.

ECONOMIC DEVELOPMENT INCENTIVE POLICY (EDIP)

UNION COUNTY, OHIO

AMENDED: OCTOBER 2008, June 2015



## Reasons for an EDIP



Proven best practice.



Like other policies, incentive policies establish a framework of guidelines and general principals for all parties involved in the incentive process – a business-like approach.



By having a set of standards that everyone can agree to, it increases speed and reduces red-tape and bureaucracy when a project moves through the development process.



Tremendous value to have municipal, township, and school alignment.



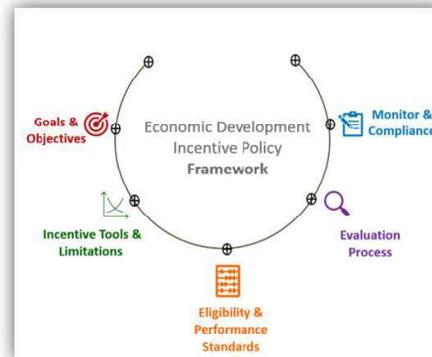
Balance economic and community goals and helps to ensure return on incentive investments.



The EDIP is intended to be a guide. Specific enough to establish clear boundaries, but not overly restrictive to allow for flexibility and discretion.

## EDIP Goals and Objectives

- Incentives should be focused on projects that can demonstrate an economic impact that goes beyond the boundaries of the project site and create meaningful positive local impacts.
- Continue to focus on economic growth along the 33 Corridor and the Village of Richwood.
- Incentives should be utilized to support projects with targeted uses and the retention of existing businesses.
- Prioritize incentive projects that align with established the Union County Economic Development Strategy, comprehensive land use and community plans.
- Utilizing performance-based incentive programs enables businesses to realize incentive benefits generated from actual project payroll and investment.
- Annual project performance and agreement compliance should be monitored and evaluated each year of the active term.
- Prescribes business community involvement and foster direct connections between businesses and stakeholders.
- The incentive package should be competitive with those offered by other communities in the State of Ohio, Columbus region and other competing locations.



## Return on Incentive Investments

### REVENUES

- Property Tax
- Income Tax
- Sales Tax
- Utility Fees
- Real Estate Transfer Fee
- Development Fees
- Special Assessments
- Occupancy Tax

### COSTS

- Police & Fire Protection
- EMS
- Public Works
- Schools/Education
- Transportation
- Infrastructure
- Utilities
- Administrative Services
- Economic Development Incentives
- Debt Service



**ROI**

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## Union County Incentive Checkup



**65** – All Incentive Agreements (Current + Expired)



**5** – Marysville Municipal Income Tax Credits (1 active + 1 newly approved)



**28** – Active Abatement Agreements

- 9 – Residential Agreements (75%, 10 years)
- 6 – Large Projects (75%, 10 years)
- 4 – Mid-Size Project
- 2 – Small Projects
- 6 – Historic Uptown Marysville (small)
- 1 – High Impact Agreement (100%, 10 years)



Only **1 active** abatement award required by statute to seek school board approval, but per EDIP recommendation several awards included PILOTs.

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## Ohio Property Tax Abatements

- The exemption percentage and term for commercial and industrial projects are to be negotiated on a project specific basis.
- Statutory abatement levels for commercial/industrial projects that can be exempted from taxation without approval from local school district:
  - CRA: 75% per year (after SB 33) – Up to 15 years
  - EZ Municipal: 75% per year up to 15 years or an average of 60% over 10 years
  - EZ Unincorporated Area: 60% for up to 10 years or an average of 50% over the term

### Ohio Real Property Tax Calculation w/Abatement

Construction Cost  $\neq$  Taxable Market Value

Taxable Market Value (MV) → County Auditor determines a fair market value for each property.  
Ex. – New manufacturing space is roughly appraised for tax purposes at \$50 p/sf

Taxable Market Value x 35% = Assessed Value  
Assessed Value (AV) x Effective Tax Rate  
Property Tax Liability

50,000 new sf x \$50 = \$2,500,000 Taxable MV  
\$2,500,000 x .35 = \$875,000 AV  
875,000 x (60.25/1000) tax rate = **\$52,718.75**

Tax Abated 75% \$39,539.06  
Tax Due 25%: \$13,179.69

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## Business Expansion Project Competition

- Top in-state competition for projects
  - Dayton
  - Grove City
  - West Jefferson
  - Dublin
  - Columbus
  - Delaware, Licking, Fairfield
- What is the top out-of-state competition
  - I-75 Corridor
  - Detroit
  - Great Lakes Region
  - Texas
  - Indiana
  - Kentucky
  - Southeast



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### Incentive Availability by Competing Jurisdictions

Jurisdiction	Type	Rate	Term	PILOTS	Companies
Groveport	CRA – Post-Pre 1994	100%	15	50/50 income tax share	AEP, GAP, Walmart, Opus, Integra, Van Trust
Rickenbacker – Pickaway County	CRA – Post 1994	100%	15	30% property tax to schools, Sq. Ft. charge. JEDD income to infrastructure	Northpoint, Duke, BASF, Goodyear, Wine.com, AWS, Hyperlogistics
Etna Township – Licking County	CRA – Post 1994	100%	15	50% income tax share	Kohls, ProLogis, Coty, AWS
West Jefferson	CRA – Post 1994	100%	15	Income tax share with K-12. SF charge to fire and career tech	Exeter, Prologis, Pizzuti, Core5, Ambrose, Target, AWS, Jefferson Ind., Restoration Hardware, Fed Ex, JoAnn
New Albany	CRA – Post 1994	100%	15	Income tax share – 30% to infrastructure, 48% to different schools, 22% to New Albany	Google, AWS, Van Trust, Facebook, Accel, Intel
Warren County	CRA – Post-Pre 1994	100%	15	Income tax share – 50% to schools	Kohls, Home Depot, Presto, Cornerstone, Hayneedle, Blue Buffalo, AWS
City of Columbus	CRA – Post 1994	75%	10	PILOT or income tax share	AWS – 30 year abatement

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### Project -Incentive Eligibility

- Target Project/Industries
  - Target Industries
  - Community Projects
- Job Creation/Retention
  - Number of Jobs
  - High impact
  - Retention of jobs
- Payroll Thresholds
- Local Partnership/Community Involvement
- Investments



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Key Factors	Thresholds	Points
Net, New Est. Payroll	Below \$1 Million	0
	\$1 to \$2 Million	1
	\$2 - \$4 Million	2
	\$4 Million - \$6 Million	3
	\$6 Million plus	4
New Capital Investment	Less than \$5 Million	0
	\$6 to \$20 Million	1
	\$21 to \$40 Million	2
	\$41 to \$60 Million	3
	\$61 to \$100 Million	4
County Target Industry	No	0
	Yes	1
Meets Community Plans	No	0
	Yes	1
New Employee Average Wage	At or below County Average Wage	0
	Pays 10%+ County Average Wage	1
	Pays 20%+ County Average Wage	2
	Pays 10%+ County Average Wage	3
Infrastructure Needs	More than 1 mile to Water/Sewer	0
	Less than 1 mile to Water/Sewer	1
	Brownfield/Redevelopment	2
School District Annual Donation including Boosters, Foundation, etc. (pre-approved in-kind may be included)	Under \$2,500	0
	\$2,501 to \$5,000	1
	\$5,001 - 10,000	2
	\$10,000+	3
Expansion of Existing Business	No	0
	Yes	2
Owner Occupied (Single Tenant)	No	0
	Yes	2
Transformational Project	Projects determined to have a high impact on the community*	3
<b>Total Possible Points</b>		<b>20</b>

### Project Scoring

Point Scale	Incentive Level	Abatement	Income Tax Rebates
0 to 3 Points	No Incentive		
4 to 8 Points	Level 1	50%, 7 years	25%, 5 years
9 to 13 Points	Level 2	75%, 10 years	50%, 7 years
14 to 15 Points	Level 3	100, 10-year	50%, 10 years
16 + Points	Level 4	100, 15-year	

Mega Projects will be determined on a case-by-case basis.

The determination of the scoring thresholds utilized:

- The findings of the Montrose Group LLC Union County Tax Incentive Impact Study were completed in 2020.
- Analysis of metrics for prior incentives both won/lost projects utilizing the project intake scoring methodology.
- Feedback from community stakeholders after independent interviews that occurred in the summer of 2024.
- Union County Tax Incentive Impact Study, July 2020 (The Montrose Group, LLC) which compared prior incentives to incentives offered by competing communities.

## Incentive Eligibility – Level Explanation

- **Level 1 Abatement:** Projects with new construction may be considered for a 50%, 7-year abatement on new improvements to the project’s parcels. Under this incentive level, it is not recommended to include a compensation agreement with the impacted school and joint vocational school.
- **Level 2 Abatement:** Projects with new construction may be considered for a 75%, 10-year abatement on new improvements to the project’s parcels. Under this incentive level, it is not recommended to include a compensation agreement with the impacted school and joint vocational school.
- **Level 3 Abatement:** Projects with new construction may be considered for a 100%, 10-year abatement on new improvements to the project’s parcels. Under this incentive level, the stakeholders are advised to work directly with the impacted school district and joint vocational school to establish compensation agreements prior to final authorization of the abatement.
- **Level 4 Abatement:** Projects with new construction may be considered for a 100%, 15-year abatement on new improvements to the project’s parcels. Under this incentive level, the stakeholders are advised to work directly with the impacted school district and joint vocational school to establish compensation agreements prior to final authorization of the abatement.
- **Mega Projects:** Projects determined to be Mega Projects (\$1B Investment, \$75M Payroll) by the state of Ohio will be determined on a case-by-case basis. Large scale development should result in earlier negotiations with all stakeholders.

Income Tax Share: Encourage income tax share taking into consideration any direct infrastructure costs born by the jurisdiction and the amount of PILOT provided to the schools that offsets its unrealized property taxes.

Payment-In-Lieu-Of-Taxes (PILOT): If incentive goes above 75%, PILOT should at least equal a 75% abatement to the schools.

School Partnerships: Company shall work with the K-12 school and career tech to develop a practicum, provide an internship program, or provide an alternative form of assistance related to the training and/or education of students.

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**Project Evaluation and Incentive Offer Process**

Step 1: Economic Development Staff meets with company/developer and evaluates potential incentives with One Columbus, JobsOhio.

Step 2: Economic Development Staff confidentially provides notice to impacted stakeholders to coordinate response. Project review meeting may require a quick meeting turnaround.

Step 3: Economic Development Staff completes and provides cost benefit analysis and project scoring sheet to stakeholders. If Level 3 or 4 abatement, Economic Development Staff will specifically discuss potential PILOT with schools.

Step 4: Economic Development Staff conducts project review meeting with impacted stakeholders to develop consensus based on the information provided and the recommendation of the economic development staff. Responses/consensus should occur during the project review meeting.

Step 5: Economic Development Staff prepares formal incentive offer letter, follows up with company and stakeholders.

**Testing New EDIP with Projects**

Point Scale	Incentive Level	Abatement	Income Tax Rebates
0 to 3 Points	No Incentive		
4 to 8 Points	Level 1	50%, 7 years	25%, 5 years
9 to 13 Points	Level 2	75%, 10 years	50%, 7 years
14 to 15 Points	Level 3	100, 10-year	50%, 10 years
16 + Points	Level 4	100, 15-year	

Company	AutoTool	SMG DC	MIXT	Ohio Laser	Cosmos	Kennedy	Red Sea	Distinctive Marble
Points (24 Max)	9	11	7	10	15	16	13	5
Old EDIP	75/10	75/10	35/6	50/7				45/7
New EDIP	75/10	75/10	50/7	75/10	100/10	100/15	75/10	50/7

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**Case Studies – Uptown Marysville**

	Investment Total	Approved CRA	New EDIP
Richwood Banking Co.	\$ 3,200,000	75%/10	75%/15
Marysville Avalon Theatre	\$ 2,600,000	75%/10	75%/10
McCarthy & Cox Properties LLC	\$ 985,000	75%/10	75%/10
Daniels Garage LLC	\$ 3,800,000	75%/10	75%/10
Dirubba Development*	\$ 341,000	75%/7	75%/10
Ill Mannered*	\$ 409,000	75%/10	75%/10

**New Commercial Construction**

Project Levels	Minimum Improvement Value (100% RP) <sup>2</sup>	Abatement Percentage <sup>3</sup>	Term of Abatement <sup>4</sup>
Level 1	\$500,000.00	75%	5 Years
Level 2	\$750,000.00	75%	10 Years
Level 3	\$1,000,000.00	75%	15 Years

**New Remodel Construction**

Project Levels	Minimum Improvement Value (100% RP)	Amount of Abatement	Term of Abatement
Level 1	\$15,000.00	50%	5 Years
Level 2	\$35,000.00	65%	7 Years
Level 3	\$75,000.00	75%	10 Years

**Incentive Tools and Limitations – Tax Increment Financing (TIF)**

- Shall only be used for true public infrastructure. Site preparedness should be considered for redevelopment/brownfield applications.
- Redevelopment of brownfield sites that without incentives, the project would not be feasible.
- Residential projects, including multi-family projects, will only have available Non-School TIF arrangements eliminating tax revenue impact to the school and joint vocational school. Moreover, residential projects should only be considered when there is a definitive housing need as determined by the jurisdiction.
- For high impact projects only with necessary infrastructure improvements may offer a combination of a tax abatement (EZ or CRA) and TIF if the overall net impact over the term includes a positive return on incentives. Otherwise, this layering or combination of TIF and abatement should not be permitted.

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### Ohio School Payment in Lieu of Taxes (PILOTs)

- School PILOTs are utilized when the abatement level (percentage/term) triggers statutory required school (and JV) approvals vs. notice requirements only. **Not every level of abatement requires a PILOT.**
- A payment in lieu of taxes to the school district are intended to provide a partial or full offset of unrealized tax revenues foregone from the project abatement.
- PILOT payments amounts are negotiated and based on a percentage of the amount of the project’s foregone tax revenues. (Abatements NEVER take away from existing tax revenue.)
- Best practice in setting a PILOT keep it simple.
- Many school district prefer to have a set amount for each of the abatement term vs. calculating taxes foregone each. Easy administration and the school district usually must invoice the company each year.
- Opportunities to identify win-win scenarios and build relationships.
- New EDIP project scoring allows Applicants an option to add points for school donations – separate of PILOT.

**Sample Annual PILOT Calculation w/100% Abatement**

50,000 new sf x \$50 = \$2,500,000 Taxable MV  
 \$2,500,000 x .35 = \$875,000 AV  
 875,000 x (36.15/1000) school tax rate = \$31,631.25

25% of Tax Foregone=  
**\$7,910 Annual PILOT**

### Closing Considerations

- Economic development projects are important to building our tax base and sustaining our community. There are only approximately 18 counties and 60 school districts growing in Ohio!
- Economic development incentives are necessary so as to compete with other communities. Compared to other communities, we are conservative with our incentive approach.
- EDIP assists economic development staff to be in a better position for desired project wins!
- The goal is to grow the tax revenue base to benefit jurisdictions and schools. Incentives are an investment into the project/company and are unrealized taxes – not taxes lost.
- Rising tide lifts all boats – In the short term, incentive projects take property out of CAUV, which increases revenues automatically, even while property is abated. Land increment taxes are realized with the new investment.
- Incentives develop and create partnerships between communities and businesses.
- Incentives never make a bad site good, but incentives can make a good site better.
- A community united with its incentive approach is a community prepared to grow its tax base and more likely to secure successful and sustainable development projects.

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## Next Steps

- Present draft to municipalities, townships, county, schools on 1/29/25 at 11:30
- Present draft to Port Authority and CIC in February 2025
- Receive comments/suggestions on draft no later than 3/1/25
- Seek approval from all entities to adopt EDIP by 7/1/25
- EDIP implemented on 7/1/25

Thank you for your partnership, time and consideration!

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## Stakeholder Meetings

- Plain City
- Marysville
- Richwood
- Union County
- Millcreek / Allen / Paris / Jerome Townships
- Fairbanks Schools
- Jonathan Alder Schools
- Marysville Schools
- Dublin City Schools
- Tolles Career Tech



## **EDIP Update Interview Results**

- **More concise, reduce bureaucracy, and continue to foster public/private partnerships**
- **Better define compliance for projects**
- **Seek to align with comprehensive land use and community plans, as well as local incentive policies**
- **Establish CIC as a project facilitator and less executor**
- **Eliminate use of incentives for residential development beyond public infrastructure**



## **Interview Results cont.**

- **Develop land use impact statement / ROI for project impact**
- **Continue to focus on targeted industries and locally grown businesses**
- **Facilitate and foster connections between unincorporated areas and municipalities**
- **Establish regular review period for EDIP updates and create process to amend by stakeholder initiative**
- **Limit or no incentive use for speculative development – must have an end user identified**



## School District Feedback

- Include school districts early in development process
- Encourage and foster direct relationships with companies / projects
- Increase time from 24 hours to allow reasonable due diligence in evaluation process of incentive support / involvement
- Better define income tax sharing where applicable
- Enforce school district partnerships in agreements
- Address and encourage non-school TIFs
- More flexibility for PILOTs
- Require early notification and constant contact



## Municipal / Township Feedback

- How can the EDIP moderate between incorp/unincorp areas (JEDD vs Income Tax)
- Encourage office space development
- Projects receiving incentives required to join JEDD where applicable
- Require traffic studies for new development and require project to contribute to roadway improvement where needed

Mr. Phillips stated this presentation is to inform the Commissioners of what the new incentive policy could look like. He would like this to be approved by July, but there is no set date for this.

Commissioner Robinson stated he feels the incentive policy is still offering too much and does not agree with land out of CAUV because it is agricultural ground.

Commissioner McCarthy asked if the new incentive policy will anticipate retail development.

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Mr. Phillips stated there are no tax abatements for retail, and a TIF would be used for this if it happened in the future.

Commissioner McCarthy stated it is good there are conversations between the City of Marysville and the schools, but all agencies that report to the Commissioners are levy based. The incentive policy does not take that into account. He asked how anyone knows this is a good deal. The city gets an income tax, but the long-term impact is not known. He stated the burden for paying for services is on the community, not new development coming into the county. Community members who reside outside of Marysville are frustrated having to vote for levies. They feel the ask for them is higher, and it is a legitimate concern. This is a good time to educate the public and show we are good stewards for the community in the long run.

Jeff Stauch, Luke Sutton, Jessica Cain, and Josh Holtschulte arrived at this time.

Mr. Phillips stated the new incentive policy will have an updated point system. If a company puts more back into the community, they will get more of an incentive. This will be an overall benefit to the community.

Commissioner McCarthy stated the public wants to: know the impact of new developments coming into the county. It is easier for residents to understand if they are shown what the new developments are giving to the community.

Mr. Phillips agreed that incentives are a sensitive topic for the public, but they are needed to bring development to Union County. If they are not offered, companies will not come here.

Commissioner Robinson stated it is not known what a company will do if there is no incentive offered. They may want to build in Union County with no incentive offered.

Mr. Phillips stated if incentives are not offered, a company will go to another county for their development. Incentives keep Union County competitive with surrounding counties for development and growth. He feels Union County is more selective on their incentive policy and are reserved with abatements. The update on the incentive policy is to modernize an already existing plan.

Mr. Narducci stated the initial roll out of the new incentive policy was a couple weeks ago. He asked if there was an opportunity for the Commissioners to review the new policy and provide comments and feedback.

Mr. Phillips stated the original goal was to have comments by March 1, but will give it longer if needed. He also stated he would look into economic impact studies for current and future projects. The city wants to start "fact sheets" so the community can see what the incentive policy is. He stated it would be great if all stakeholders approved this updated incentive policy.

Commissioner McCarthy asked when a decision had to be made and Mr. Phillips stated by the end of the year.

\* \* \*

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RESOLUTION NO. 25-065:

**A Resolution Authorizing Participation in the Ohio Local Agricultural Easement Purchase Program (LAEPP) – Commissioners**

The Board of County Commissioners hereby approves the Resolution Authorizing Participation in the Ohio Local Agricultural Easement Purchase Program (LAEPP).

**RESOLUTION No. 25-065**

A RESOLUTION AUTHORIZING PARTICIPATION IN THE OHIO LOCAL AGRICULTURAL EASEMENT PURCHASE PROGRAM (LAEPP).

WHEREAS, Gregory Haughn has filed applications to participate in the Clean Ohio Local Agricultural Easement Purchase Program (LAEPP) for a 50.46 A. tract, consisting of parcels 3500160220000 and 3500110181000, in Washington Township, Union County, Ohio ; and

WHEREAS, Haughn seeks the support of the Board of County Commissioners, Union County, Ohio, for his application; and

WHEREAS, this Board has reviewed this request and determined that the nomination of the property for purchase of an agricultural easement is compatible with Union County's goals to preserve and promote agriculture as an important part of the area's economy;

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

**Section 1.** The Board of County Commissioners, Union County, Ohio supports the application of Gregory Haughn in the LAEPP and acknowledges that participation in the LAEPP does not conflict with any existing or proposed land use plans for that area of Union County.

**Section 2.** The Board of County Commissioners, Union County, Ohio, agrees to share legal responsibility to monitor, supervise, and enforce the agricultural easement.

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

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

Steve Robinson	<input checked="" type="checkbox"/>	Yes	No
Tom McCarthy	<input checked="" type="checkbox"/>	Yes	No
David A. Lawrence	<input checked="" type="checkbox"/>	Yes	No

Passed: February 19, 2025

ATTEST: Mallory Lehman  
Mallory Lehman, Clerk

BOARD OF COUNTY COMMISSIONERS  
UNION COUNTY, OHIO

Steve Robinson  
Steve Robinson

Tom McCarthy  
Thomas A. McCarthy

David A. Lawrence  
David A. Lawrence

Approved as to Form:  
Thayne D. Gray  
Thayne D. Gray  
Assistant Prosecuting Attorney  
Feb 19, 2025

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

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



UNION COUNTY COMMISSIONERS JOURNAL 2025  
February 19, 2025

RESOLUTION NO. 25-067:

**Approve the Maintenance Bond to Replace the Existing Performance Bond for the Mitchell Highlands Section 3 Project – Engineer**

The Board of County Commissioners hereby approves the Maintenance Bond to Replace the Existing Performance Bond for the Mitchell Highlands Section 3 Project.



County Engineer  
Environmental Engineer  
Building Department  
233 W. Sixth Street  
Marysville, Ohio 43040  
P 937.645.3018  
F 937.645.3161  
www.unioncountyohio.gov/engineer

Marysville Operations Facility  
16400 County Home Road  
Marysville, Ohio 43040  
P 937.645.3017  
F 937.645.3111

Richwood Outpost  
190 Beatty Avenue  
Richwood, Ohio 43344

*Public Service with integrity*

February 12, 2025

To: Union County Commissioners  
From: Luke Sutton, Union County Engineer's Office  
Re: Mitchell Highlands, Section 3 Maintenance Bond

In accordance with Section 326 of the Union County Subdivision Regulations, the County Prosecutor's Office has had the opportunity to review the attached Performance Bond Reference No. PB00209600521 from Philadelphia Insurance Companies, dated January 24, 2025. This bond will replace the current performance bond, No. PB00209600521, dated February 5, 2024.

This bond is hereby submitted for your approval, as guarantee for the maintenance period for the referenced portion of this subdivision.

Attest  
Union County Prosecuting Attorney

C.I. 2025  
25-067  
Date 2/19/2025

Thayne D. Gray  
Digitally signed by Thayne D. Gray  
DN: cn=Thayne D. Gray, o=Assistant Prosecuting Attorney, email=tagray@unioncountyohio.gov, c=US  
Date: 2025.02.12 09:56:45 -05'00'  
Thayne D. Gray, Asst. Pros. Atty.  
Signature

February 12, 2025  
Date

UNION COUNTY COMMISSIONERS JOURNAL 2025  
February 19, 2025



A Member of the Tokio Marine Group

**MAINTENANCE BOND**

Bond Number: PB00209600521

KNOW ALL MEN BY THESE PRESENTS:

THAT, Rockford Homes, Inc., as Principal and Philadelphia Indemnity Insurance Company, a Corporation duly authorized to transact general surety business in the State of Ohio as Surety, are held and firmly bound unto Union County Commissioners for the sum of One Hundred Two Thousand Four Hundred Sixty and 80/100 Dollars (\$102,460.80), lawful money of the United States, for the payment of which, will and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:

WHEREAS, the Principal entered into a written contract dated \_\_\_\_\_ with the Obligee for Mitchell Highlands - Section 3 and; WHEREAS, the said Principal is required to post a bond to protect the said Obligee against the result of faulty material or workmanship for a period of One (1) year(s) from and after the date of acceptance of said work; NOW, THEREFORE, if the said Principal shall for a period of One (1) year(s) from and after the date of acceptance of said work, replace any and all defects arising in said work; whether resulting from defective materials or defective workmanship, then the above obligation to be void; otherwise to remain in full force and effect.

SIGNED, SEALED AND DATED this 24th day of January, 2025.

Rockford Homes, Inc.

Principal

By: \_\_\_\_\_

Philadelphia Indemnity Insurance Company

Surety

By: \_\_\_\_\_

Denise Nelson, Attorney-in-Fact

UNION COUNTY COMMISSIONERS JOURNAL 2025  
February 19, 2025

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100  
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint Michael Ward, Denise Nelson, Stephanie McQuillen, Juliann Johnson, Shelley M. Kuhn and Heather Wojciechowski of Huntington Insurance, Inc. its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$50,000,000.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14<sup>th</sup> of November 2016.

**RESOLVED:** That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

**FURTHER RESOLVED:** That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF OCTOBER 2024.

(Seal)



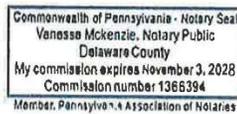
*John Glomb*

John Glomb, President & CEO  
Philadelphia Indemnity Insurance Company

On this 5<sup>th</sup> day of October, 2024 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Notary Public:

*Vanessa McKenzie*



residing at:

Linwood, PA

My commission expires:

November 3, 2028

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5<sup>th</sup> day October 2024 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 24th day of January, 2025.



*Edward Sayago*

Edward Sayago, Corporate Secretary  
PHILADELPHIA INDEMNITY INSURANCE COMPANY

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

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

UNION COUNTY COMMISSIONERS JOURNAL 2025  
February 19, 2025

RESOLUTION NO. 25-068:

**Ravenhill Road Extension – Phases 4, 5 & 6 – Recommendation of Acceptance – Engineer**

The Board of County Commissioners approved the Ravenhill Road Extension – Phases 4, 5 & 6 – Recommendation of Acceptance.



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

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

Richwood Outpost  
190 Beatty Avenue  
Richwood, Ohio 43344

*Public Service with integrity*

# MEMO

**To: Union County Board of Commissioners**  
**From: Luke Sutton**  
**Date: February 13, 2025**  
**RE: Ravenhill Road Extension – Phases 4,5 & 6 Recommendation of Acceptance**

Gentlemen:

The construction of Ravenhill Road, Phases 4,5 & 6 has been completed. These improvements consist of the extension of Ravenhill Road beginning east of Verbena Drive and extending north and west past US42 to the Jerome/Millcreek township line.

We have reviewed the public improvements along with Union County Soil & Water Conservation District. The street and storm sewer improvements were found to be acceptable. Since no major deficiencies were found, we recommend accepting the improvements under public maintenance per Section 330 of the Subdivision Regulations. The road shall be designated as a Union County roadway.

C.J. 2025  
25-068  
Date 2/19/2025

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

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

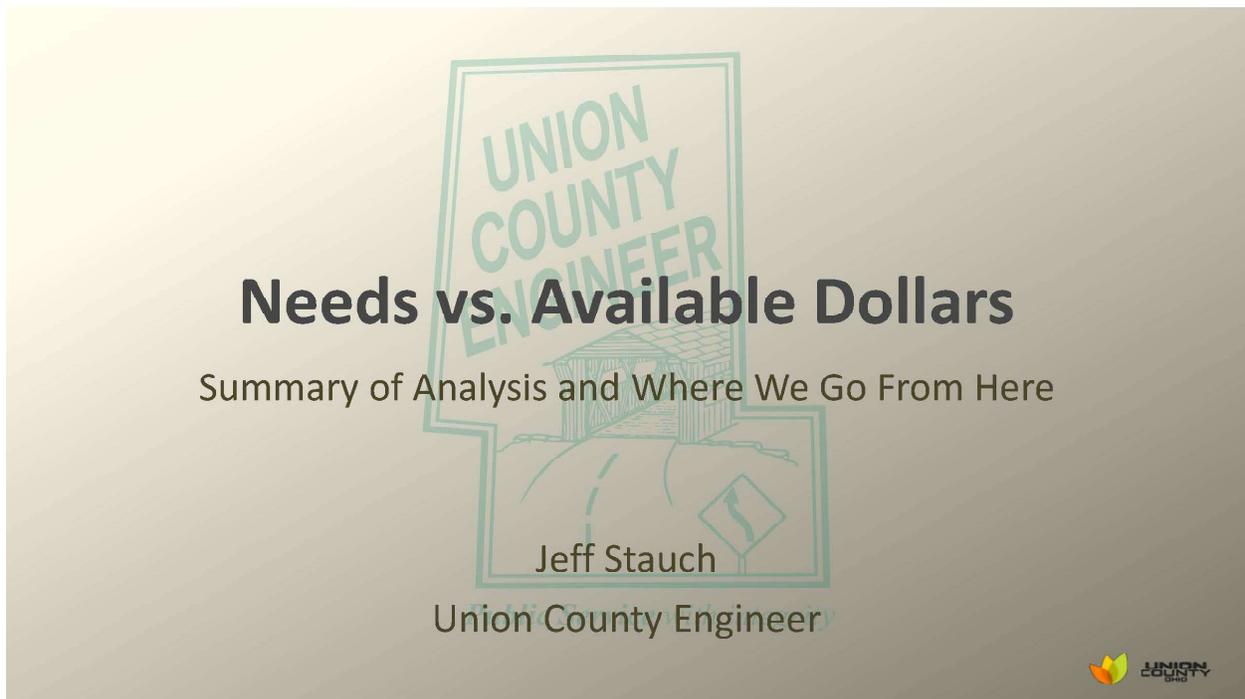
**UNION COUNTY COMMISSIONERS JOURNAL 2025**  
**February 19, 2025**

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Engineer's Office Update – Jeff Stauch:

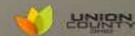
- Last month the Engineer's Office worked with the Sheriff's Office on the grade separation field visit on Bear Swamp Road. They have selected a consultant to work on this project, and the consultant is looking at options for preliminary plans. Their observations of area showed the project was needed.
- Mr. Holtschulte stated this was a study to have the project proposed, and Mr. Stauch stated the project must score enough points to get the project done.
- There have been concerns from the public about the Streng Road Bridge replacement, but the Engineer's Office is setting up interviews with three consultants. Each one has very good proposals.
- Saturday was the Annual Township Meeting. It was a good meeting with representation from all but one township. Mr. Stauch stated that Stephen Badenhop did a great job with his presentation on the history of Union County.
- Dean Otworth will be leaving the Engineer's Office at the end of this week. Dean was heavily involved with the Mill Creek logjam project. His absence will be felt on that, but Soil and Water have been instructed to let the Engineer's Office know if they need any assistance.

\*The following presentation accompanied Mr. Stauch's update:



## Needs v. Available Dollars

- 4-5 Years Ago – The County Engineers Association performed a High-Level Review of Needs v. Road Dollars



## Needs v. Available Dollars

- Found Across Ohio a Clear Funding Deficiency for County Engineer Operations



## Needs v. Available Dollars

- CEAO Analysis: Union Co. ranked 12<sup>th</sup> in funding need, based on numbers of bridges and road mileage vs. revenue



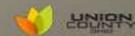
## Needs v. Available Dollars

- Ranked 7<sup>th</sup> highest in Ohio for road mileage and have 37<sup>th</sup> most bridges



## Needs v. Available Dollars

- The analysis did not consider the development pressures that some Ohio counties experience



## Needs v. Available Dollars

- In 2022 we performed a similar analysis for our situation – unique to us – yielded a 38% funding deficiency



## Furthering Our Review – Near Term

- Deeper dive is revealing real concerns for keeping up with our development pressures *and* maintaining what we have
- It is an exercise in priorities for our *County*, not just for our office or townships

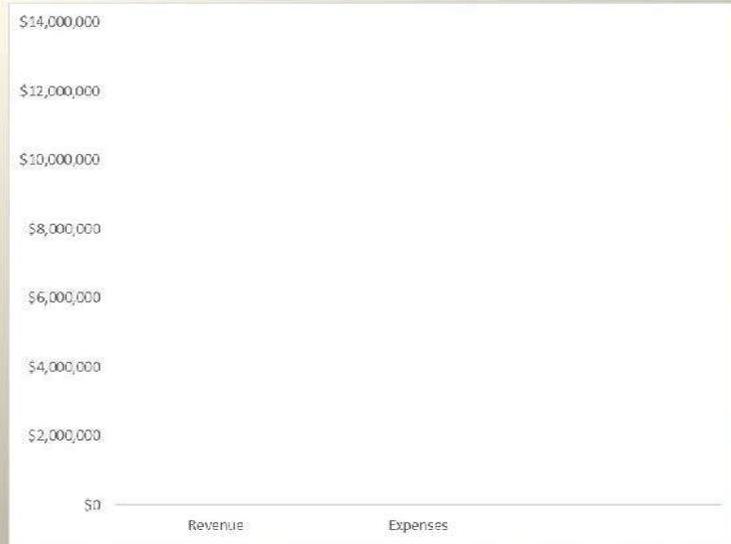


## M & G Revenue

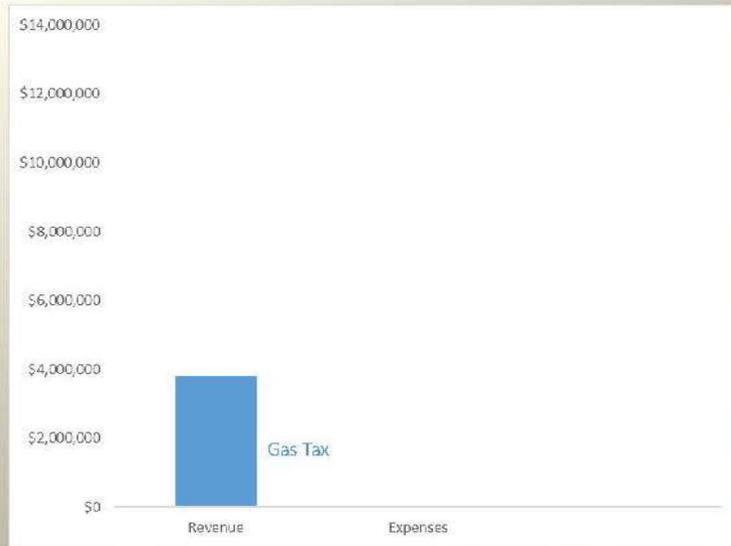


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February 19, 2025

### M & G Fund

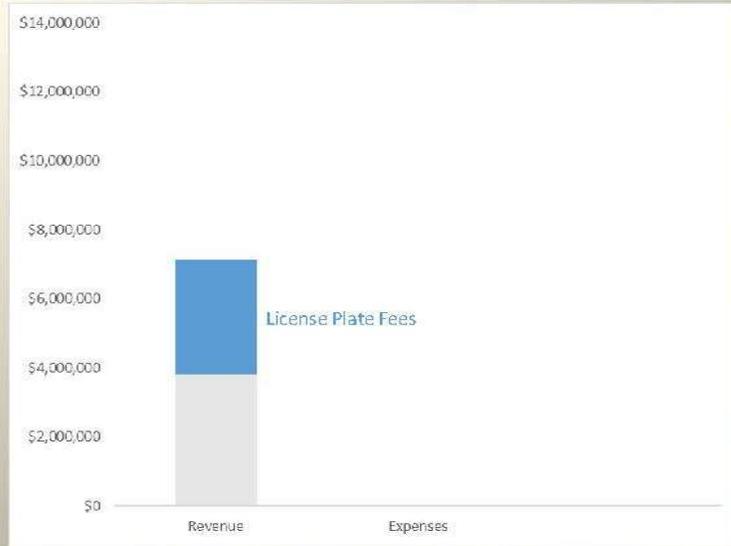


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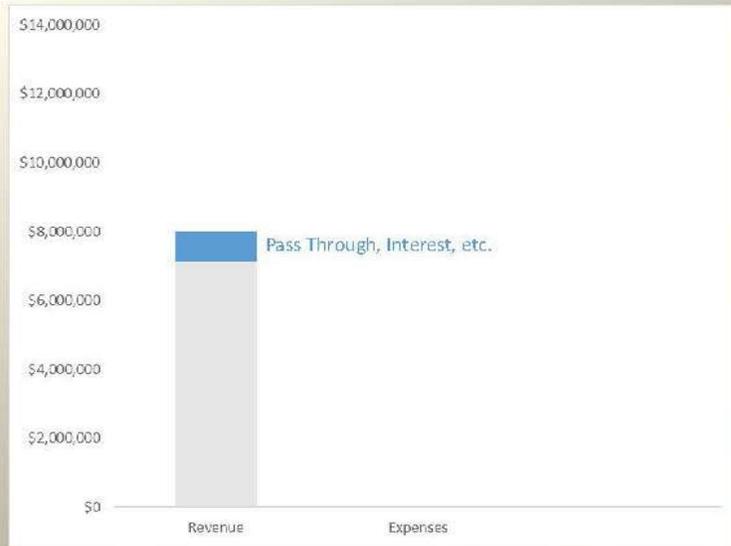


UNION COUNTY COMMISSIONERS JOURNAL 2025  
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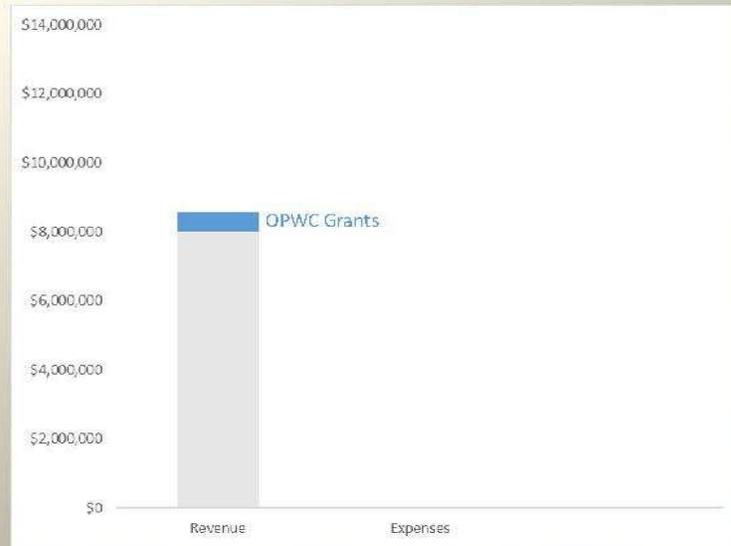


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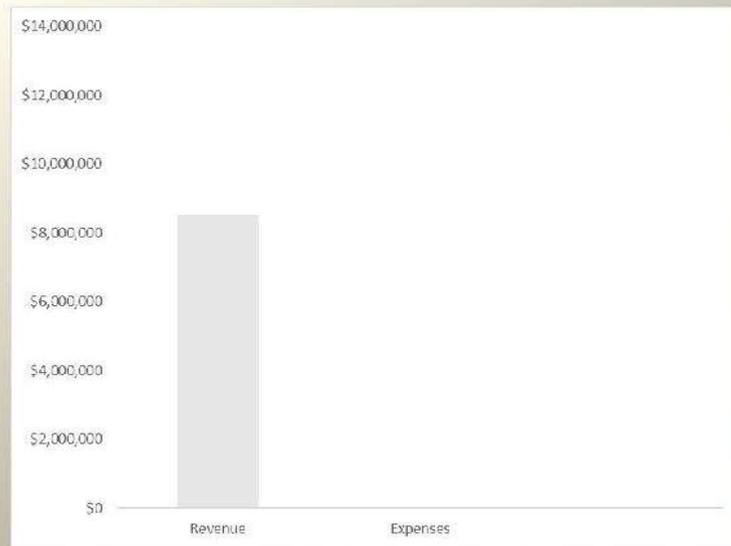


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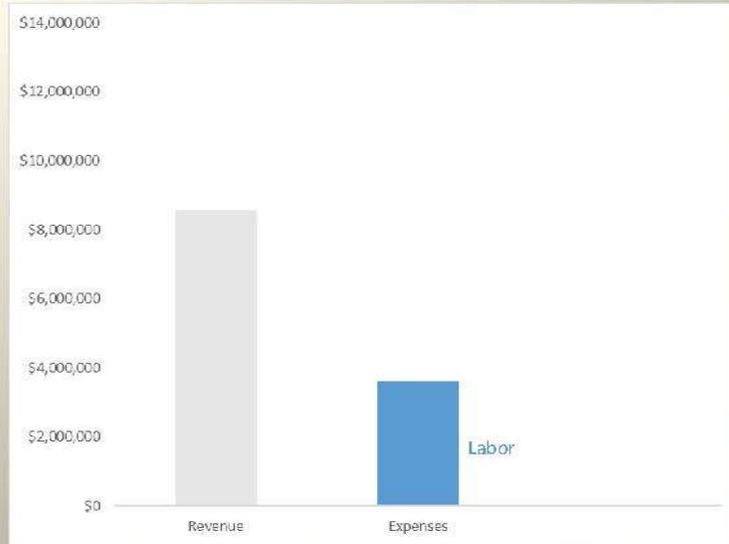


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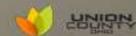
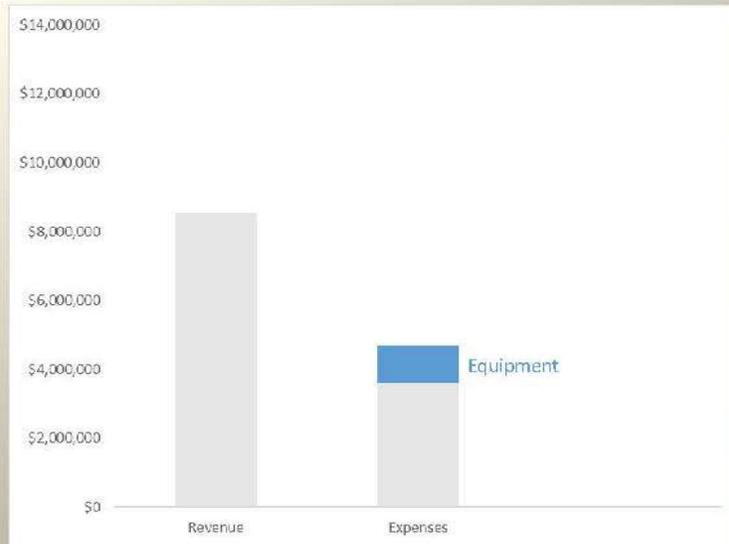


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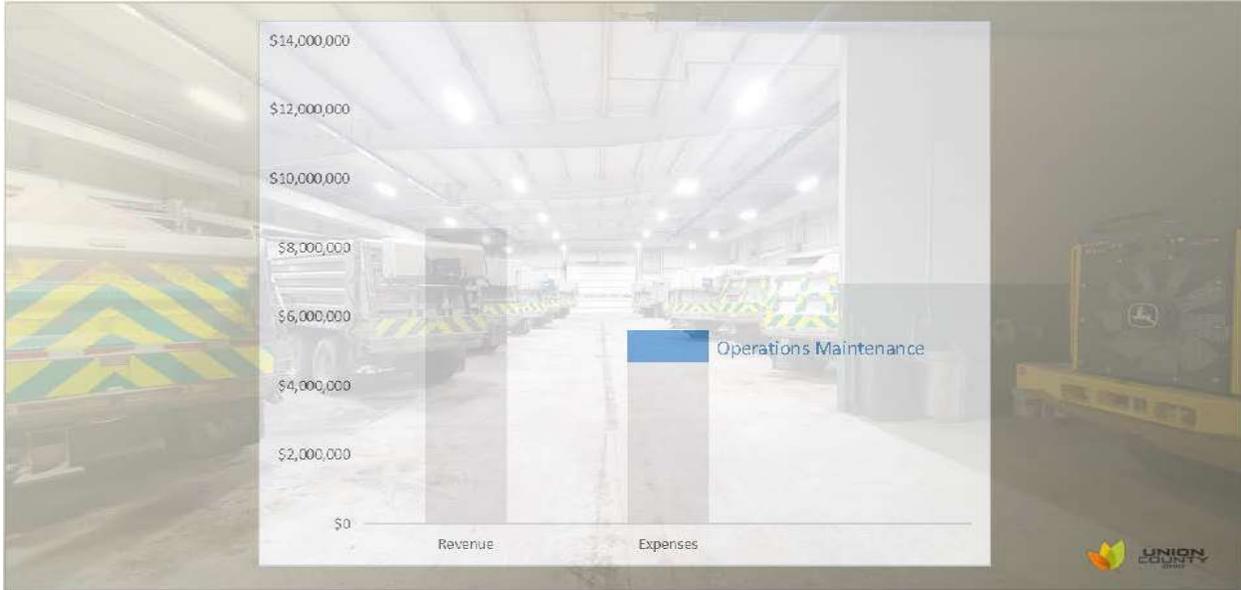
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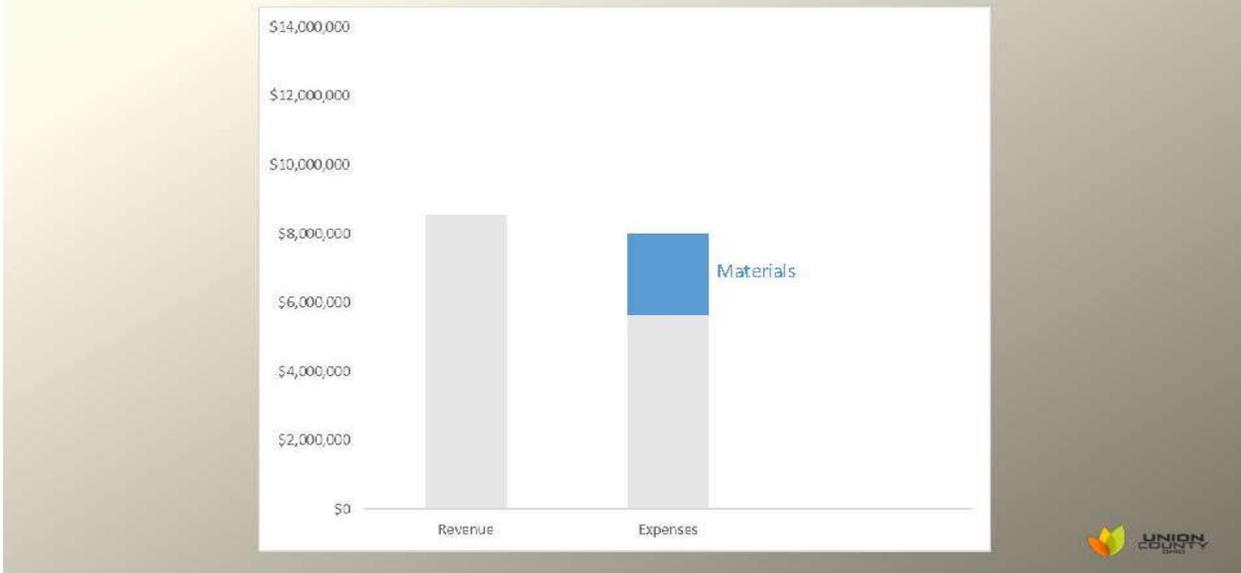
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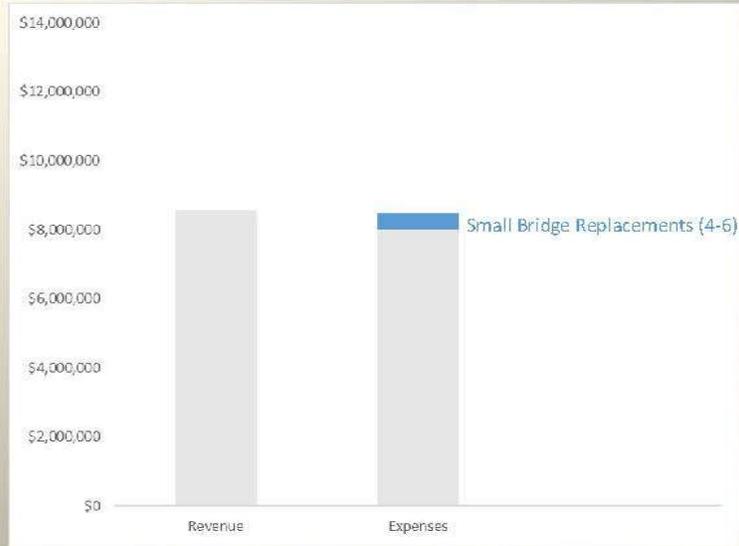


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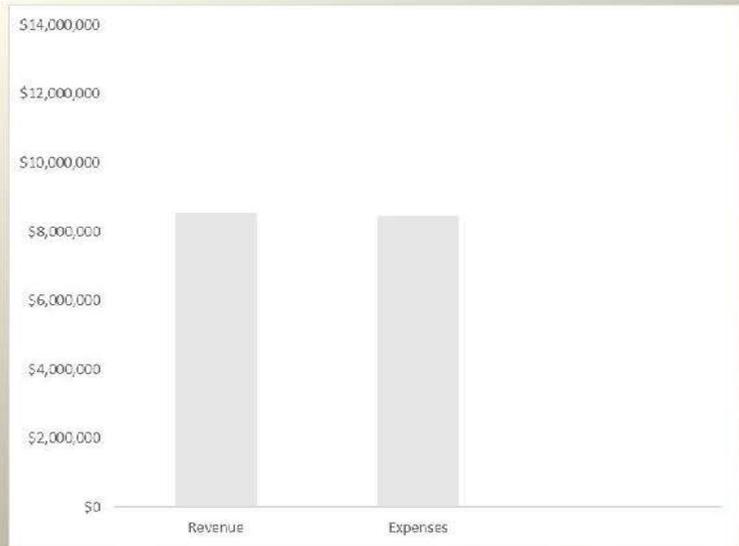


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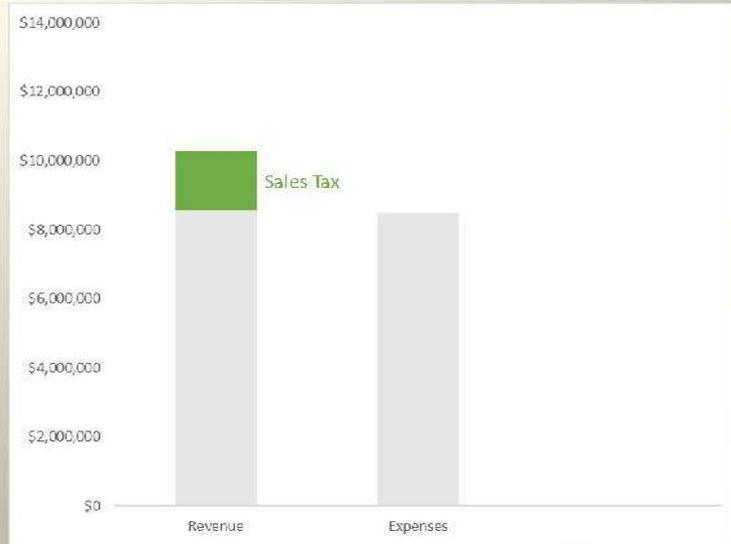


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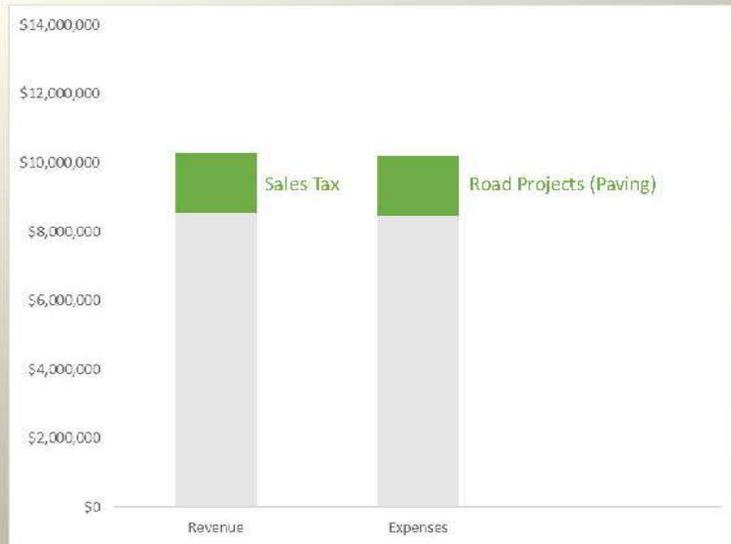


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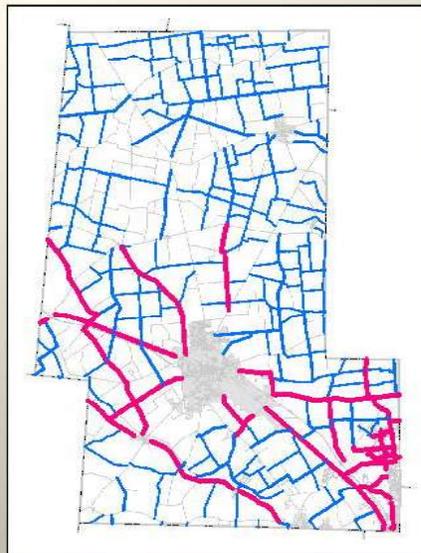
### M & G Fund



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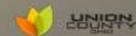


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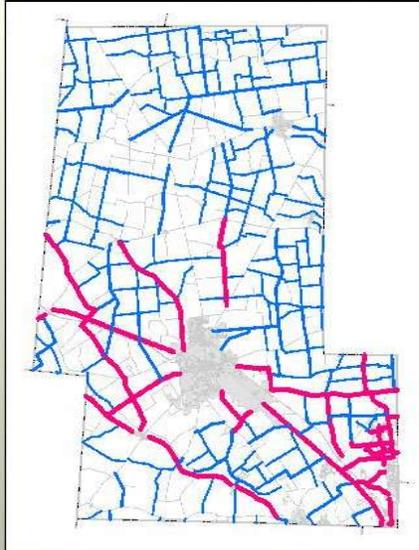
100 miles maintained

Average Life	Annual Miles
10	10.0
11	9.1
12	8.3
13	7.7
14	7.1
15	6.7
16	6.3
17	5.9
18	5.6
19	5.3
20	5.0



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M & G Fund

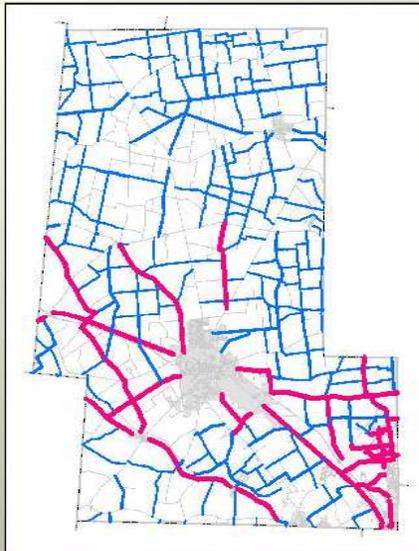


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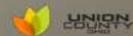
M & G Fund



100 miles maintained

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15	6.7
16	6.3
17	5.9
18	5.6
19	5.3
20	5.0

+ 4 miles of  
pavement  
widening = 12.3



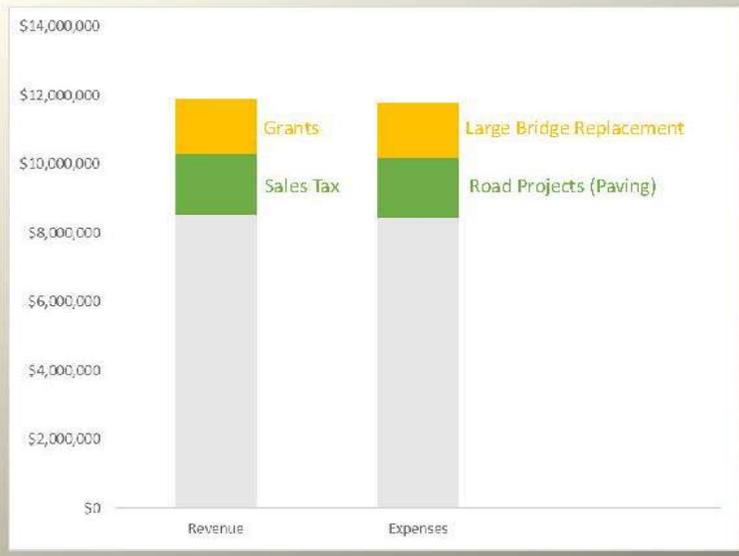
### Roadway Widening

*A Top-Rated Safety Improvement*

- Need to average 4 miles/year
- By contract or county crews
- Average Cost = \$1,100,000/Year



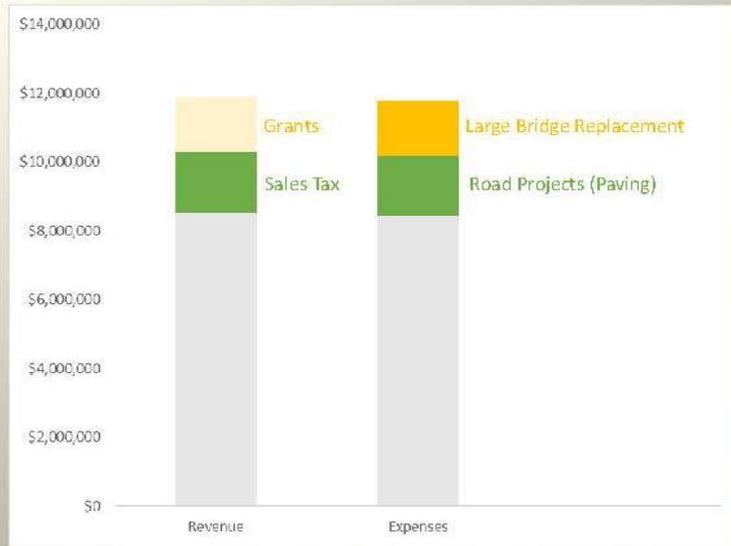
### M & G Fund



### M & G Fund

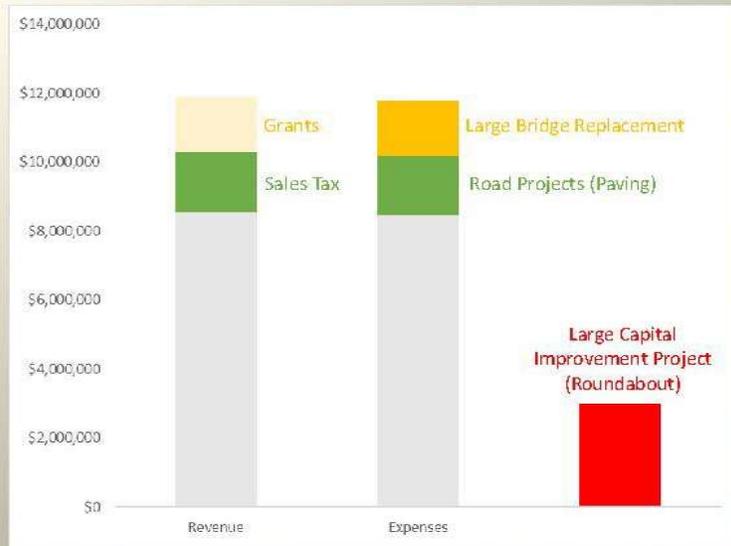


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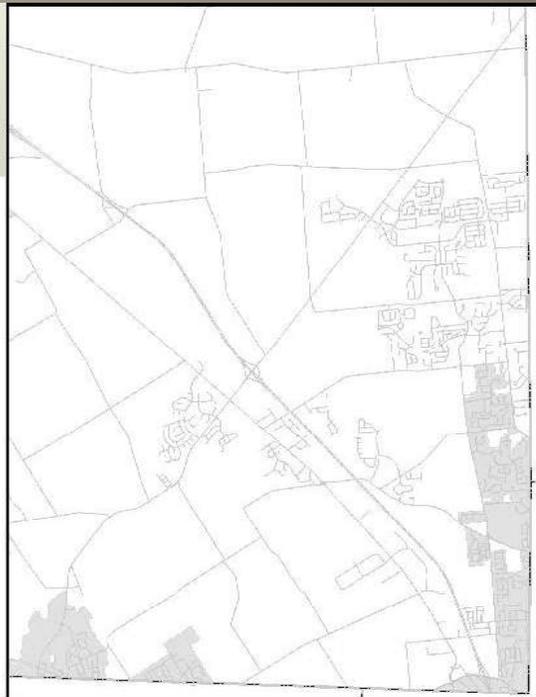
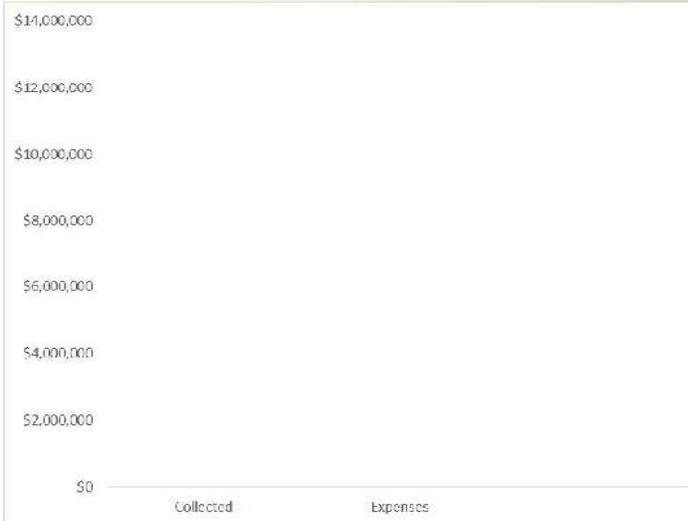


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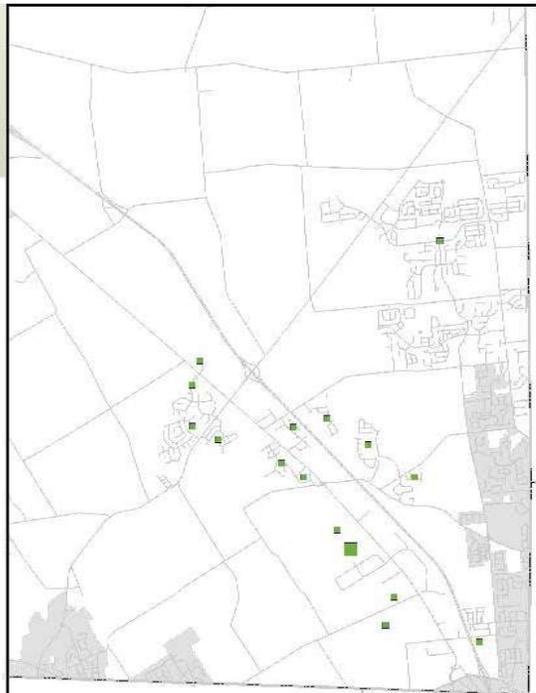
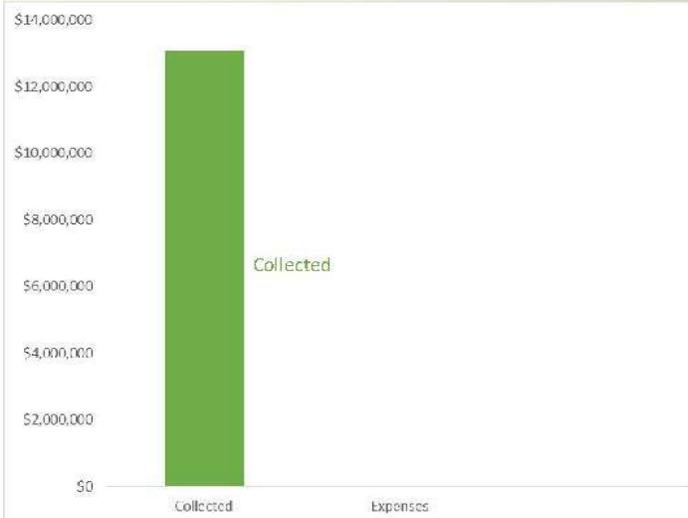
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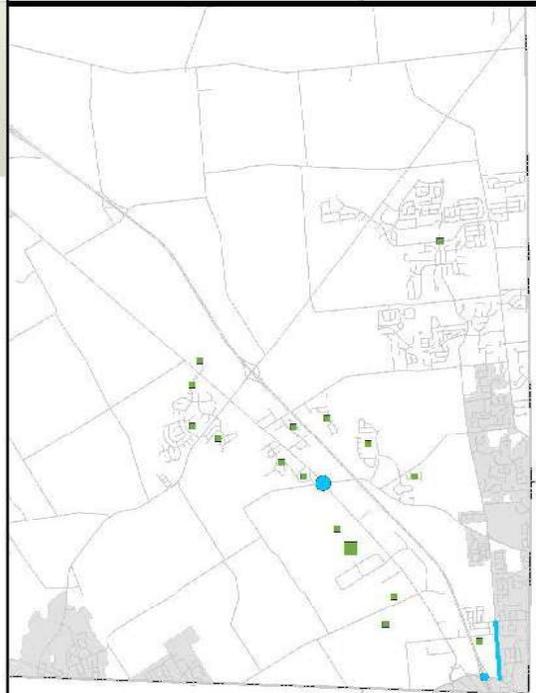
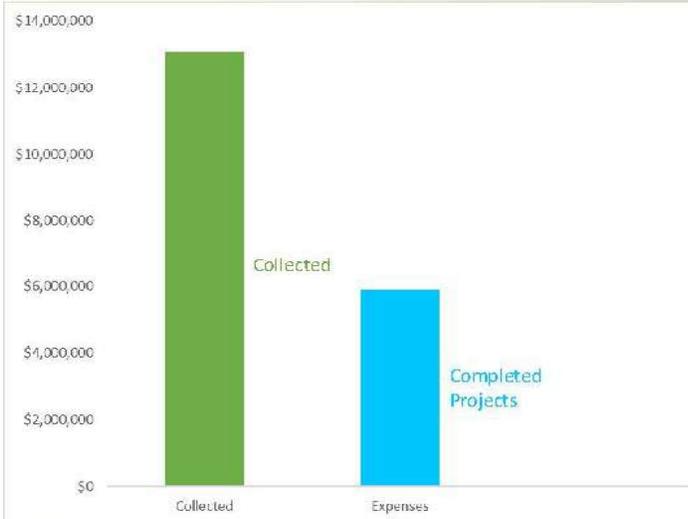
### Development Fund



### Development Fund

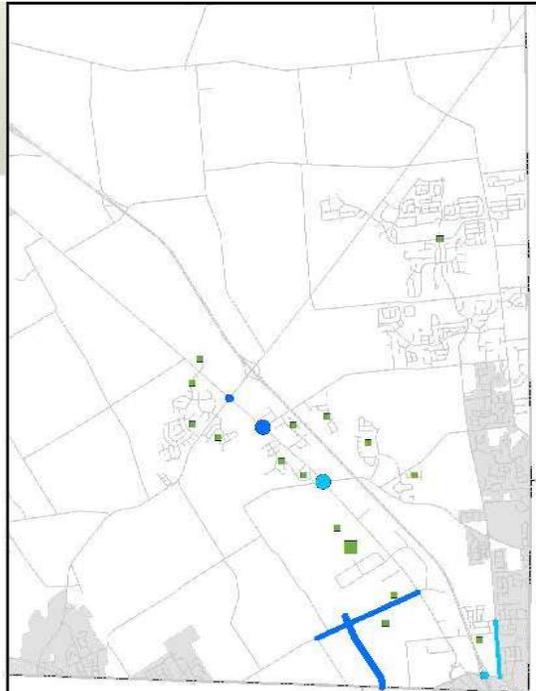
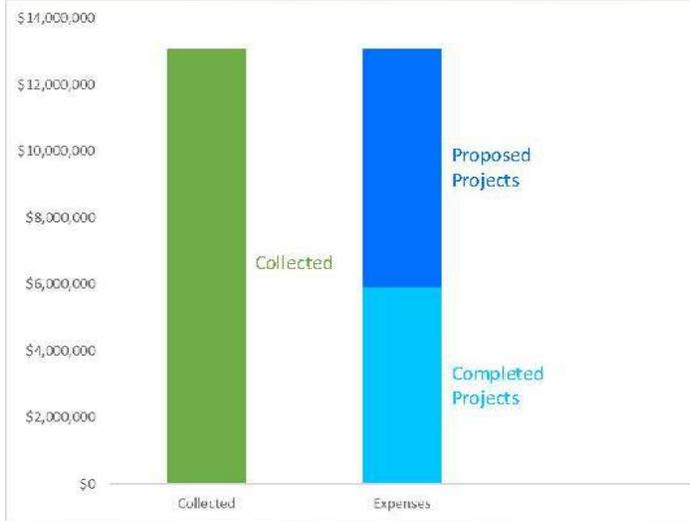


### Development Fund

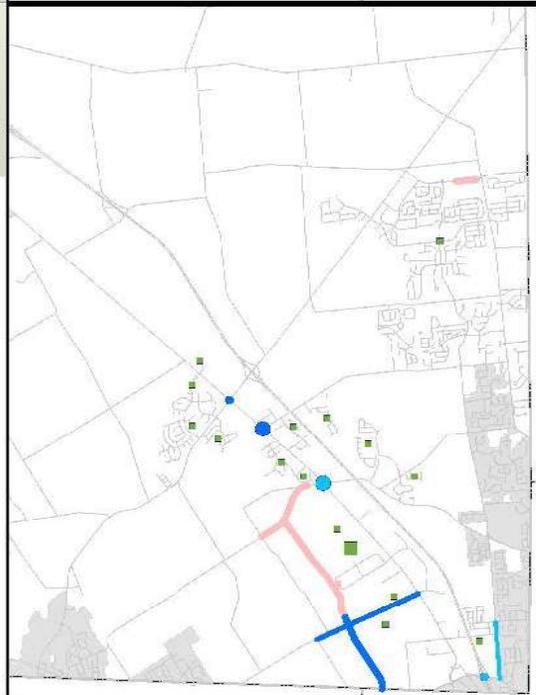
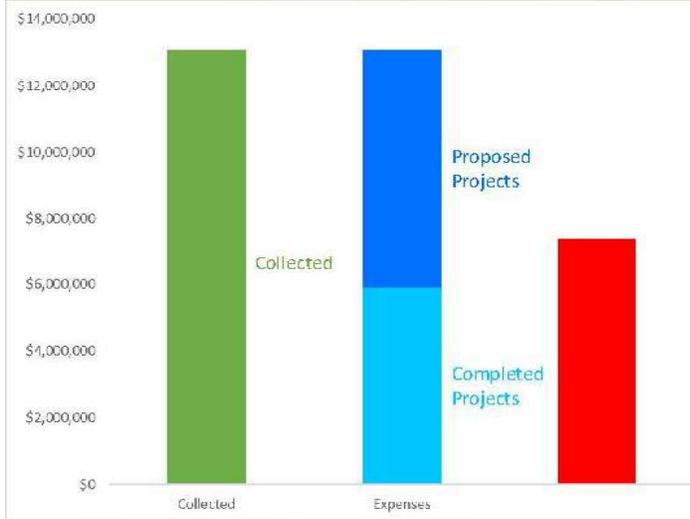


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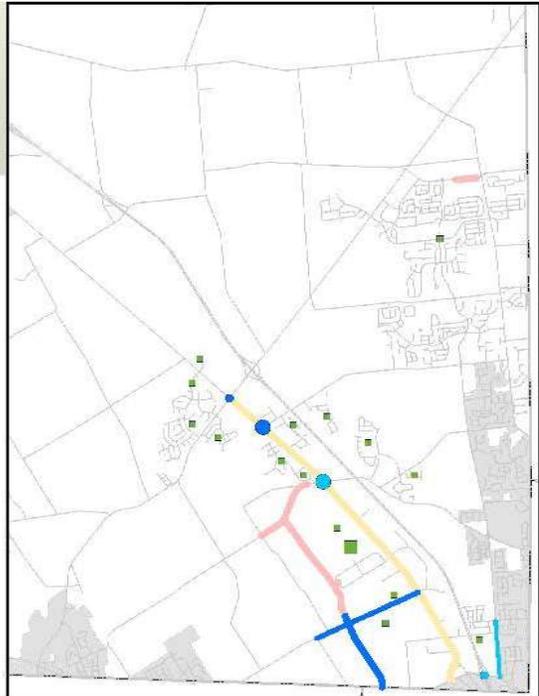
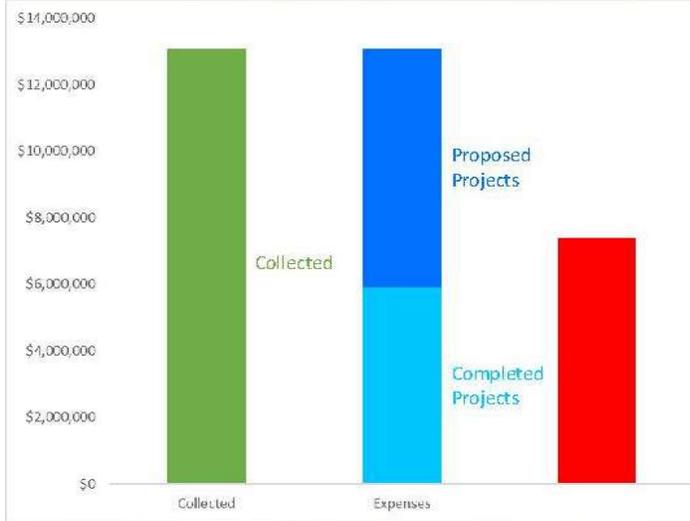
### Development Fund



### Development Fund



### Development Fund



### Blaney-Jerome Rd Round-a-bout

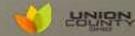


\$2,500,000 Committed from Jerome Village  
Sunset date for commitment

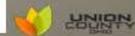


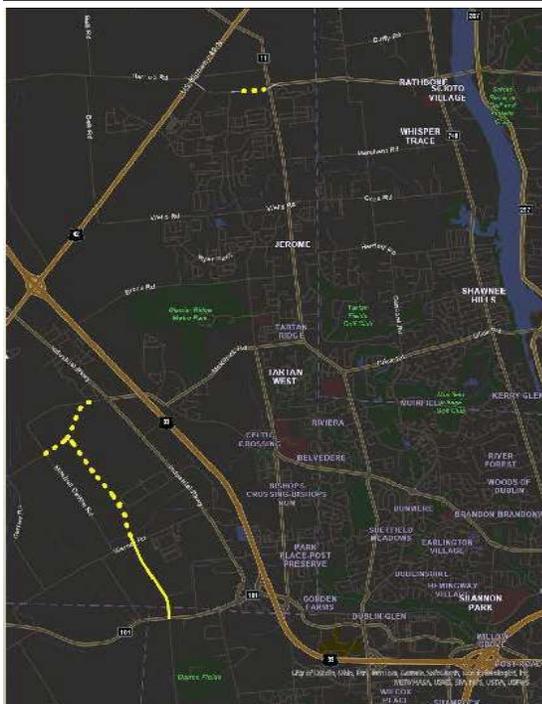
UNION COUNTY COMMISSIONERS JOURNAL 2025  
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### Blaney-Jerome Rd Round-a-bout



### Houchard Extension





## Houchard Extension

- Phase 1 – 0.5 Miles and Round-a-bout
- Phase 2 – 0.5 Miles connect to Warner



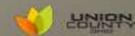
## Quick Summary of Analysis

- Year to Year: Around \$4.10 million short for needed work program
- Development-Infrastructure Fund is Short Around \$7 million for identified work needed through 2029
- Excludes Major Additions like Blaney Extension & Houchard Ph 3 Construction
- Excludes Additional Staffing for Operations (e.g. second shifts)



## How do we solve this puzzle?

- First Priority – Work on it as a County Solution
- Understand the Impacts of Our Growth
  - Our Road Network Likely is Not Benefitting from the Increased Revenues (e.g. Conveyance Fees Alone Are Bringing in \$2.4 million more annually since 2019's increase)



## How do we solve this puzzle?

- What Developer Incentives are Really Necessary? Which ones help? Or hurt?
- TIFs Can Help-But Not the Total Answer



## How do we solve this puzzle?

- Cancel Paving Program during Certain Years
- Consider Financing-Some Projects are Likely Warranted
- What Else??



## Crossroads?

- Our situation is unique
- Growth has not, and will not slow
- Our primary goal for 2025



- Mr. Holtschulte stated the current fund mechanism is not set up for the rapid growth of the county. It is only set up to maintain what the county currently has. If growth in Union County was the same as other counties in the state, they would not have an issue. The funding for the roads needs to reflect the growth in the county. The problems at intersections are still going to happen, and they need resolved.
- Commissioner Robinson asked why so much money is going towards a new roundabout being installed at Blaney and Jerome Road and if a signaled intersection is a cheaper option. Mr.

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Holtschulte stated roundabouts are safer and less expensive to maintain than signaled intersections, and Mr. Sutton stated roundabouts can handle a higher traffic capacity. This will help with the rapid growth of the county.

- Mr. Stauch stated he would like to continue talking about the future growth of Union County and what it will look like for the Engineer's Office.
- Mr. Holtschulte stated there needs to be a solution where funding for county growth is paid for by the growth itself. If this does not happen, there will be similar instances like the Mitchell DeWitt intersection project. The county ended up paying for most of that project.
- Mr. Phillips stated there could be the possibility of using TIFs to help with this, and there needs to be a conversation for a long-term solution for this.
- Commissioner McCarthy stated Mr. Stauch needs to present this to the townships and all townships need to be on board to help.
- Mr. Holtschulte stated he agrees with Commissioner McCarthy and, both growing and not growing, townships need to be represented to share their points of view.
- Mr. Stauch stated he received a lot of questions on Saturday from the non-growing townships. They had concerns about their roads needing to be paved and taken care of as well.
- Commissioner Robinson stated that the money needs to come from development. There is no extra money in the general fund to help with these new projects. He supports a group discussion with future developers to come up with a solution.
- Mr. Narducci stated Delaware County has a sales tax model and asked if it would be beneficial to have a conversation with them about this even though it is not the same financial structure as Union County.
- Mr. Stauch asked the Commissioners to pick a date in the future to talk about this again.

Jeff Stauch, Luke Sutton, Josh Holtschulte, Jessica Cain, and Eric Phillips left the meeting at this time.

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RESOLUTION NO. 25-069:

Office Lease Amendment and Extension for Union County Soil and Water Conservation District – Commissioners/Soil and Water

The Board of County Commissioners hereby approves the Office Lease Amendment and Extension for Union County Soil and Water Conservation District:

**OFFICE LEASE  
AMENDMENT AND EXTENSION**

BOARD OF COUNTY COMMISSIONERS, Union County, Ohio, whose address is 233 West Sixth Street, Marysville, Ohio 43040 (Lessor), and the UNION COUNTY SOIL AND WATER CONSERVATION DISTRICT, whose address is 18000 State Route 4, Suite D, Marysville, Ohio (Lessee) make this Lease as of February 19, 2025.

1. GRANT OF LEASE. Lessor leases to Lessee, and Lessee leases from Lessor, on the terms and conditions set forth in this Lease, that portion of the building at 18000 State Route 4, in the City of Marysville, Union County, Ohio, sometimes called the Union County Ag Center (the "Office Building"), known as Suite D (aka D Wing) consisting of approximately Two Thousand, Two Hundred Fifty-Six (2,256) (including the Conservation Conference Room) net usable square feet (the "Offices"). Lessor additionally grants to Lessee, during the term of this Lease, the right to use, in common with other Lessees and occupants of the Building, (a) all easements and rights appurtenant to the Property, (b) all portions of the Building (if any) designed for the common use of all Lessees and occupants of the Building, (c) all utility lines, pipes, conduits and other similar facilities on the Property necessary for the use of the Offices, and (d) all parking areas and drives on the Property. Lessee's use of these common facilities shall be subject to such reasonable rules and regulations as Lessor may adopt from time to time. In addition to the foregoing, Lessor grants to Lessee the right to use the furniture, trade fixtures, and equipment in Suite D on the Effective Date of this Lease.

Lessor also leases to Lessor approximately 32,500 square feet of adjacent land, including the use of the building located thereon for equipment storage (the "Equipment Building").

The Office Building is part of real property Lessor owns, and is situated on Parcel No. 2900090190010; the Equipment Building is part of adjacent real property Lessor owns and is situated on Parcel No. 2900090200010; the two parcels are sometimes referred to collectively as the "Property."

2. CONDITION OF THE PROPERTY. Lessor leases the Offices and the Equipment Building to Lessee in their present condition, "as is," as of the date of this Lease.

3. TERM. The Term of this Lease ("Primary Term") shall begin effective as of July 1, 2025 (the "Commencement Date") and continue through June 30, 2028. As used in this Lease, the term "Lease Year" means the one-year period beginning on the Commencement Date and each anniversary of the Commencement Date.

4. RENT AND PAYMENT. Initially, Lessee shall pay to Lessor as annual rent for the Offices and the Equipment Building during the Term of this Lease Thirty-One Thousand, Three Hundred Eighty and 96/100 Dollars (\$31, 380.96), or 2,256 square feet at \$13.91 per net usable square foot of office space. The parties agree that the area of the Equipment Building is not used for determining the cash rent. Lessee agrees that if during the term of this Lease, the square foot rent rate for adjacent space leased to the United States of America for use by the Department of Agriculture, Farm Services Agency increases, the parties will amend this Lease to reflect that rent rate for the remainder of the term of this Lease.

The rent shall be due and payable May 1 of each Lease Year for the then current Lease Year to Lessor at its notice address, or at such other place as Lessor may designate by written notice to Lessee.

C.J. 2025  
25-069  
Date 2/19/2025

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5. USE OF OFFICES AND EQUIPMENT BUILDING.
- a. PERMITTED USES. Lessee shall use and occupy the Offices for general office purposes, and for no other purpose. Lessee shall use and occupy the Equipment Building for storing equipment and supplies related to its field operations.
  - b. COMPLIANCE WITH LAWS AND INSURANCE REQUIREMENTS. Lessee will not be responsible for any structural alterations or improvements to the Offices, the Building, or the Equipment Building necessitated by laws, including but not limited to the Americans with Disabilities Act. Nevertheless, Lessee will conduct its use of the Offices, and otherwise provide all necessary facilities and non-structural accommodations to its employees, invitees, and customers, in compliance with all such laws. If Lessee violates any of those laws, orders, or regulations for which it is responsible, then in addition to any other remedies available to Lessor, Lessor may pay such amounts and/or take such actions as Lessor deems advisable to place Lessee in compliance with those provisions. Lessee shall reimburse to Lessor, with interest in the manner provided in Section 12(c), all amounts Lessor so expends. Lessee shall not do or permit anything to be done on the Offices that will invalidate or conflict with fire insurance policies or will increase the rate of fire insurance covering the Building or the Equipment Building. If the fire insurance premiums on the Building or Equipment Building, or the contents, are increased because of Lessee's failure to comply with this Section, Lessee shall pay Lessor the increase caused by the failure of Lessee to comply with this Section.
  - c. MANNER OF USE. Lessee shall not commit or suffer any waste of the Offices, Building, or the Equipment Building; shall keep the Offices, the Building, and the Equipment Building free of nuisances; and shall not commit or suffer any act or thing on the Property that is illegal or dangerous or that unreasonably disturbs other Lessees.
  - d. HAZARDOUS SUBSTANCES. During the term of this Lease, neither Lessee nor any agent or party acting at the direction or with the consent of Lessee, shall treat, store, or dispose of any "hazardous substance," as defined in Section 101(14) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), or petroleum (including crude oil or any fraction thereof) on or from the Property. Lessee shall be responsible for its acts or omissions relating to "hazardous substances" arising out of, or because of, (i) any "release" as defined in Section 101(22) of CERCLA of any hazardous substance or petroleum (including crude oil or any fraction thereof) discharged, deposited, dumped, spilled, leaked or placed into, on or from the Property by Lessee, its agents, employees, or others claiming by, through or under Lessee; or (ii) any toxic, explosive or otherwise dangerous materials or hazardous substances buried beneath, concealed within or release on or from the Property by Lessee, its agents, employees, or others claiming by, through or under Lessee. This responsibility shall survive the expiration or termination of this Lease.
6. COMPLIANCE WITH LAW. Lessee, at its sole expense, shall comply with all present and future laws and regulations applicable to its use and occupancy of the Offices and the Equipment Building, and shall make any repairs, modifications or additions to the Offices and Equipment Building that may be required by any of those laws or regulations. Notwithstanding the above, Lessee shall not have to make, and Lessor shall be solely responsible for, any structural repairs, modifications, or additions to the Offices or Equipment Building that (a) are not necessitated by negligent or wrongful actions of Lessee or others for whom Lessee is

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responsible and (b) Lessor would have to make as the owner of the Building regardless of the specific nature of Lessee's use. Lessor is responsible for any structural alterations of the Offices, the Building, or the Equipment Building required for compliance with the Americans with Disabilities Act. Lessee is responsible for the compliance with the Americans with Disabilities Act regarding the interior of the Offices and all elements of Lessee's Work.

7. LESSOR'S SERVICES. If Lessee is not in default, and except when Lessor and Lessee may otherwise agree, Lessor shall furnish these services to the Offices and the Equipment Building, as noted:

- a. HEATING, VENTILATION, AND AIR CONDITIONING. Heating, ventilation, and seasonal air conditioning when required in Lessor's judgment for the use and comfortable occupancy of the Offices for general office purposes, on business days during business hours.
- b. ELECTRICITY. Electric current for the Offices and Equipment Building and for lighting and operation of all Common Areas of the Building. Lessee agrees that its use of electric current shall not exceed the capacity of the feeders, risers, and wiring installations in the Building.
- c. CLEANING. Cleaning service for the Offices after hours on business days. Lessee shall pay Lessor the cost of removing from the Offices and the Building any refuse and rubbish more than the refuse and rubbish usually attendant to using the Offices as offices. Bills rendered for those costs shall be due and payable on the first day of the following month. Lessor shall not be responsible for continuous cleaning or any other cleaning services other than the County's standard overnight janitorial services.
- d. WATER. Cold and hot water at standard building temperatures to all lavatories, for ordinary drinking, cleaning, sanitary and lavatory purposes. If Lessee requires or uses water for any purpose besides those ordinary purposes, Lessor may install a water meter at Lessee's expense to measure Lessee's water consumption for all purposes. Lessee shall pay Lessor on demand the cost of all water consumption so metered, including, but not limited to, any and all sewer rents, taxes or levies assessed by any governmental authority or utility relating to metered consumption. Lessee, at its expense, shall maintain the meter and installation equipment in good working order and repair.
- e. ENTRY/EXIT SYSTEM. An entry/exit system for access to the Building and Offices.
- f. TELECOMMUNICATIONS. Lessee may access to the Building and its telephone equipment room and may run such wires, conduits to the Offices as needed to serve Lessee's telecommunication needs, including, but not limited to, voice, video, data, and other telecommunication services provided over wire, fiber optic, microwave, wireless and any other transmission systems. Such installations must be prescheduled and coordinated with the County Operations Officer. All such installations shall be removed by Lessee upon the expiration or termination of this Lease, unless otherwise agreed by Lessor.
- g. EXTRAORDINARY USE. Lessee acknowledges that the services supplied by Lessor, including but not limited to heating, ventilation, water, air cooling and electric, will be sufficient only for general office purposes. Any additional capacity or structural support needed for equipment or uses beyond ordinary office uses shall be subject to Lessor's prior written approval and shall be installed and maintained at Lessee's sole expense.

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- h. **INTERRUPTION OF SERVICES.** Lessor reserves the right, without being liable to Lessee and without abatement or diminution in Base Rent, to suspend, delay or stop any of the services to be furnished and provided by Lessor under this Section 7 whenever necessary due to any cause specified in Section 27, or any other cause beyond Lessor's control, or for emergency, inspection, cleaning, repairs, replacements, alterations, improvements or renewals that in Lessor's judgment are desirable or necessary; and Lessor may suspend any of those services until completion of any work or until the cause of the suspension has been removed. Failure by Lessor to any extent to furnish any defined services, or any cessation of services due to any causes described in the preceding sentence, shall not render Lessor liable for damages to either person or property, nor be construed as an eviction of Lessee, nor work an abatement of Base Rent, nor relieve Lessee from fulfillment of any covenant or agreement of this Lease. Should any of the equipment or machinery utilized in supplying the services break down, or for any cause cease to function properly, Lessor shall use reasonable diligence to repair the same promptly, but Lessee shall have no right to terminate or repudiate this Lease and shall have no claim for rebate or abatement of rent or damages, because of any resulting interruptions in service.
8. **MAINTENANCE.**
- a. **LESSOR'S REPAIRS.** Lessor, at its expense, shall perform all repairs and maintenance and make all replacements as are necessary to keep in good order, condition and repair (i) the roof and all structural elements and portions of the Offices and Building, including structural walls, floors and foundations, (ii) all exterior elements and portions of the Building, (iii) the parking areas, drives and other exterior improvements on the Property and (iv) any common utility lines, pipes, conduits, equipment and systems that serve Lessee's space and are also used to serve other parts of the Building; subject, however, to ordinary wear and tear. In addition, Lessor shall provide snow removal and lawn care services to the Property.
- b. **LESSEE'S REPAIRS.** Lessee shall, at its expense, perform all repairs and maintenance and make all replacements as are necessary to keep in good order, condition and repair, all portions of the interior of the Offices, including, but not limited to, interior walls, floor coverings, carpeting, finished ceilings, light fixtures, doors and entranceways, glass, windows and all plumbing, sewer, electrical, heating and air conditioning facilities and equipment serving only Lessee's space and not used in common with other present or future Lessees of the Building; subject, however, to ordinary wear and tear since the last repair or replacement required by this Lease. Lessee shall, at its expense perform all repairs and maintenance and make all replacements as are necessary to keep in good order, condition and repair all portions of the Equipment Building, both interior and exterior. Lessee further agrees that it will not cause or permit any waste or damage to the Offices or the Equipment Building, nor allow the accumulation of boxes, barrels, packages, wastepaper, or other trash. In addition, Lessee at its expense shall repair, replace, or restore all damage to the Offices, the Building, or the Equipment Building caused by the negligent acts or omissions of Lessee or its agents, contractors, employees, or invitees, or by a breach by Lessee of its obligations under this Lease.
9. **IMPROVEMENTS BY LESSEE.** Lessee may make such nonstructural alterations, additions or improvements within the Offices or Equipment Building as it considers necessary or desirable

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for the conduct of its business, provided that (i) all work shall be done in a good and workmanlike manner and under all applicable laws and regulations and the other provisions of this Lease; (ii) the structural integrity of the Building shall not be impaired; (iii) Lessee shall submit to Lessor complete plans and specifications for any alterations, additions or improvements to the Offices or Equipment Building ; (iv) Lessee shall first obtain Lessor's written consent to make the alterations, additions, or improvements, including Lessor's approval of the plans and specifications, which consent and approval shall not be unreasonably withheld; (v) Lessee shall not permit any liens to attach to the Offices or Equipment Building; and (vi) Lessee shall not unreasonably interfere with the use of the Building by Lessor or other Lessees. Upon the termination of this Lease, any alterations, additions, or improvements made by Lessee shall become the property of Lessor, or, if Lessor requests, Lessee shall remove the same, without damage to the Offices or Equipment Building, and Lessee shall restore the Offices or Equipment Building to as near its original condition as possible, except for normal wear and tear since the last repair or replacement required by this Lease.

10. **DAMAGE AND DESTRUCTION.** If during the term of this Lease the Offices or Equipment Building are so damaged by fire or other casualty as to be untenantable in whole or in substantial part, then either Lessor or Lessee may terminate this Lease effective the date of such casualty. In addition, if the Building is destroyed in whole or in substantial part by casualty (regardless of the extent of the damage to the Offices or Equipment Building), or if the insurance proceeds are insufficient to repair the damage to the Building or Lessor's mortgagee elects to apply any of the proceeds to the mortgage debt, Lessor may terminate this Lease effective the date of such casualty. Lessor or Lessee shall make these elections, if at all, within 30 days after the casualty. If this Lease is not so terminated, either because the damage does not render the Offices or Equipment Building untenantable, either in whole or in substantial part or because neither Lessor nor Lessee elects to terminate this Lease under the preceding provisions, then Lessor shall, with all due diligence, repair and restore the Offices or Equipment Building to substantially their original condition (notwithstanding Lessee's Work and any alterations or improvements made by Lessee) not later than one hundred twenty (120) days after the casualty, or within such longer period as may be permitted due to any "Excusable Delay" as defined below. Lessor shall abate the rent in proportion to the untenantable space until the Offices or Equipment Building are restored. Lessee shall promptly restore Lessee's Work and any other alterations or improvements made by Lessee to substantially their condition preceding the casualty, and the rent abatement shall continue until the earlier of (a) Lessee's completion of such restoration or (b) one hundred twenty (120) days after Lessor makes the Offices or Equipment Building available to Lessee for such restoration. If the Offices or Equipment Building are not so restored by Lessor within one hundred twenty (120) days after such casualty (or within any extended period due to Excusable Delays), Lessee may terminate this Lease by giving Lessor written notice. If either Lessee or Lessor terminate this Lease under this Section 10, Lessor shall refund any rent prepaid beyond the effective date of termination. The term "Excusable Delay" shall mean any one or more of the following: labor disputes, fire or other casualty, unusual delay in transportation, adverse weather conditions, unavailability of labor, materials and equipment, and any other causes beyond Lessor's reasonable control.

11. **CONDEMNATION.**

- a. **EFFECT OF CONDEMNATION.** If during the Lease term the Offices, Equipment Building or any part of them is taken by eminent domain or sold under threat of taking by eminent domain, and losing that part of the Offices or Equipment Building so taken or sold substantially interferes with Lessee's use of the Offices or Equipment Building, then Lessee may terminate this Lease by giving Lessor written notice. This termination shall be effective as of the taking or sale. Lessor shall also have the right to terminate this Lease if all or any substantial part of the

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Offices, Equipment Building, Building or Property is taken or condemned or sold under threat of taking. Lessor and Lessee shall exercise the rights of termination under the preceding sentences within a reasonable time after notice of the taking, but in no event later than the effective date of the taking or sale. If the Offices or Equipment Building are taken in whole or in part but this Lease is not terminated by a party exercising its rights under the preceding provisions, Lessor shall promptly restore any damage to the Offices or Equipment Building to the extent reasonably possible (but Lessor does not have to expend more than the condemnation proceeds received by Lessor for such purposes) and the rent for the Offices or Equipment Building shall be proportionately reduced commencing on the date when possession of the part so taken or sold is surrendered by Lessee. If either party terminates this Lease under this Section 11, Lessor shall refund to Lessee any rent prepaid beyond the effective date of termination.

- b. ALLOCATION OF AWARD. If any taking or sale of the kind described in the preceding paragraph occurs, Lessee irrevocably assigns to Lessor any award, compensation or payment to which Lessee may become entitled from Lessee's interest in this Lease, the Offices or Equipment Building, or any leasehold improvements. Nothing in this Lease shall impair Lessee's right to any award or payment because of Lessee's trade fixtures, moving expenses and loss of business, if available, to the extent Lessee has a right to make a claim against the person or entity having the power of eminent domain, but any such claim shall not be based on the value of Lessee's leasehold interest or reduce the award otherwise payable to Lessor.

12. DEFAULT.

- a. Lessee's DEFAULT. Lessee shall be in default of this Lease if (a) Lessee fails to pay the rent or any other amount required to be paid by Lessee within 10 days after the same becomes due and payable under the terms of this Lease; (b) Lessee fails to perform any other duty or obligation imposed by this Lease and the default continues for 30 days after written notice is given to Lessee by Lessor, or for an unreasonable period if 30 days is not sufficient time to repair, remedy or correct such default; (c) Lessee is declared insolvent or adjudged bankrupt, or makes a general assignment for the benefit of its creditors; (d) a receiver of any property of Lessee in or upon the Offices or Equipment Building is appointed in any action, suit or proceeding by or against Lessee; (e) any action or proceeding under the National Bankruptcy Act is filed by or against Lessee, and such appointment, suit, action or proceeding is not dismissed within sixty days; or (f) the interest of Lessee in the Offices or Equipment Building is sold under execution or other legal process.
- b. REMEDIES. If Lessee's default occurs, Lessor shall have the right to enter upon the Offices Equipment Building and repossess and enjoy the same as if this Lease had not been made, and, upon demand by Lessor, Lessee shall surrender complete and peaceable possession of the Offices or Equipment Building. This Lease shall then terminate at Lessor's option. Whether or not Lessor elects to terminate this Lease, Lessor may immediately recover from Lessee, and Lessee shall be liable to Lessor for, all rent due and unpaid up to the time of such reentry. If Lessor elects to terminate this Lease, Lessor shall be entitled to the damages caused by Lessee's default, which shall include (a) the costs of reletting the Offices or Equipment Building, (b) the difference between the total rent and other charges that Lessee agreed to pay for the balance of the term of this Lease and the fair

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rental value of the Offices or Equipment Building over the same period (i.e., the rent and other charges that Lessor would reasonably expect to receive by reletting the Offices or Equipment Building), and (c) all additional sums to which Lessor may be entitled under applicable law. Lessee's obligation to pay rent shall survive any termination of this Lease due to Lessee's default. If Lessor does not elect to terminate this Lease, Lessor may, without waiving or postponing any other rights given it by law or provided for in this Lease, relet the Offices or Equipment Building on such terms as it deems best, and apply the proceeds, less all expenses of reletting, to payment of past due rent and the rent due for the balance of the term and hold Lessee liable for the difference. Lessee has no right to any excess rents Lessor receives upon reletting the Offices or Equipment Building. The expenses of reletting shall include reasonable attorneys' fees actually paid in recovering and reletting the Offices or Equipment Building; the cost of all repairs, additions, and improvements necessary to prepare the Offices or Equipment Building for reletting; and all brokerage commissions and fees paid regarding any reletting. These remedies are not exclusive, and Lessor shall have all other rights and remedies provided in law or equity.

- c. **RIGHT TO CURE.** Without limiting any other remedy available to Lessor from Lessee's default, if Lessee defaults in performing any of its obligations, Lessor may, at its option (but with no obligation so to do), do all things as it deems necessary and appropriate to cure the default, perform for Lessee any obligation which Lessee must perform but has not performed, and expend such sums as may be required. All costs and expenses so incurred by Lessor, whether taken from Lessee's security deposit or otherwise, shall be due and payable to Lessor immediately upon demand, with interest at the rate established under R.C. §5703.47, from time to time, from the date that Lessor incurs the costs and expenses until Lessee pays the same to Lessor.
- d. **JURY WAIVER.** Lessor and Lessee each waives trial by jury in any action, proceeding or counterclaim brought by either of them against the other on any matter relating to this Lease, the relationship of Lessor and Lessee, Lessee's use or occupancy of the Offices or Equipment Building and/or any claim of injury or damage.

13. **ASSIGNMENT AND SUBLETTING.** Lessee shall not, without Lessor's prior written consent, which consent Lessor shall not unreasonably withhold, assign this Lease in whole or in part or sublet any part or all of the Offices or Equipment Building. No assignment of this Lease or subletting of the Offices or Equipment Building shall release Lessee from any of its obligations under this Lease, nor shall any assignment or subletting permit any further assignment or subletting except under this section.

14. **QUIET ENJOYMENT.** Lessor covenants it has the full right and authority to make this Lease and that if Lessee pays the rent and performs all of the terms of this Lease, Lessee shall peaceably and quietly enjoy and possess the Offices or Equipment Building throughout the term, subject only to the conditions in this Lease.

15. **SUCCESSORS AND ASSIGNS.** The conditions, covenants, and agreements in this Lease to be kept and performed by Lessor and Lessee shall bind and inure to the benefit of their (heirs, personal representatives,) successors and assigns, subject, however, to Section 13.

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16. **PERSONAL PROPERTY.** All trade fixtures, furnishings, equipment, and other personal property placed or maintained on the Offices or Equipment Building shall be at Lessee's sole risk, and Lessor shall not be liable for any loss or damage to such property from any cause.

17. **LIABILITY OF LESSOR.** If Lessor fails to perform any of its obligations under this Lease, and, due to this default, Lessee recovers a money judgment against Lessor, that judgment may be satisfied only out of the proceeds of sale received upon execution of the judgment against the right, title, and interest of Lessor in the Property, and neither Lessor nor any of the partners, shareholders, officers, directors, or employees of Lessor shall be liable for any deficiency. Lessee shall not levy its execution against any property of Lessor. If the sale occurs or other transfer of Lessor's interest in the Property, Lessor shall be released from all liability and obligations subsequently accruing under this Lease.

18. **WAIVER.** No waiver of any condition or covenant of this Lease by either party shall imply or constitute a further waiver of the same or any other condition or covenant, and nothing in this Lease shall be construed to be a waiver by Lessor of any right or remedy in law or otherwise.

19. **HOLDING OVER.** Any holding over beyond the expiration of the term of this Lease shall be a tenancy from month to month at one hundred ten percent (110%) of the monthly rental rate paid during the last month of the Lease term and shall otherwise be on the same terms and conditions as provided in this Lease.

20. **BROKERS.** Lessor and Lessee agree that no brokerage commission or similar compensation is due relating to this transaction. If any person makes claim for a broker or agent commission or similar compensation, the party for whom the services were performed shall be fully responsible for any compensation due.

21. **ENVIRONMENTAL MATTERS.** Lessor represents and warrants to Lessee that to the best of Lessor's knowledge as of the date of this Lease, no toxic, explosive or other dangerous materials or hazardous substances have been concealed within, buried beneath, or removed from and stored off-site of the Property. Lessor shall indemnify Lessee against any and all claims, demands, liabilities, losses, and expenses, including consultant fees, court costs and reasonable attorneys' fees, arising out of any breach of the foregoing warranty.

22. **SURRENDER.** Upon the expiration or earlier termination of this Lease, Lessee shall surrender to Lessor the Offices or Equipment Building in good condition and repair, ordinary wear and tear since the last repair required by this Lease, fire and other casualty or governmental takings excepted.

23. **SEVERABILITY.** If any provision of this Lease or its application to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected, and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

24. **MEMORANDUM OF LEASE.** The parties agree that neither party will record a Memorandum of this Lease.

25. **NOTICES.** A party may give any notice required or permitted under this Lease in writing by depositing it in the United States certified mail, postage prepaid, return receipt requested, or if

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sent by a nationally recognized overnight courier service, and addressed to the parties at these addresses:

- a. Lessor's Address: County Administrator, 233 West Sixth Street, Marysville, Ohio, 43040
- b. Lessee's Address: District Administrator, 18000 State Route 4, Suite D, Marysville, Ohio, 43040

Either party may change its notice address by giving notice to the other in the foregoing manner.

26. **SIGNS.** Lessee shall install no signs on the exterior of the Offices or Equipment Building without Lessor's prior written consent. If Lessor allows a sign, Lessee shall maintain the sign in good condition and shall be responsible to Lessor for any costs incurred by Lessor in the installation, use or maintenance of the sign. At the expiration or earlier termination of this Lease, Lessee shall remove the sign and shall repair any damage resulting from this removal.

27. **INABILITY TO PERFORM.** This Lease and the obligation of Lessee to pay rent and perform all of its other obligations shall not be affected, impaired or excused because Lessor cannot fulfill any of its obligations under this Lease if Lessor is so prevented or delayed from strike, lockout or labor dispute, lack or failure of customary sources of supply of fuel, labor and materials, or due to any other cause beyond the reasonable control of Lessor, including, but not limited to, national emergency, any law or governmental rule, order or regulation, war, civil commotion, riot, interference by civil or military authorities, fire or other casualty.

28. **LESSOR'S RESERVED RIGHTS.** Without abatement or diminution of rent, and in addition to any other rights reserved in this Lease, Lessor reserves the following rights: (a) to change the street address and/or the name of the Building and/or change the arrangement and/or location of any parking areas, driveways, entrances and other exterior elements of the Property; (b) to construct other buildings or improvements on the Property, or to make alterations or improvements to the existing buildings; (c) to use all or part of the roof or exterior walls of the Building; (d) to install, maintain, use, repair or replace within the Offices, Equipment Building, or the Building pipes, ducts, wire, conduits and other mechanical equipment serving other parts of the Property; and (e) to sign, modify and terminate easements and other agreements pertaining to the use and maintenance of the parking areas, driveways and other exterior elements. In exercising its rights under this Section, Lessor shall use reasonable efforts not to impair or unreasonably interfere with Lessee's business operations, or to minimize any such interruptions when necessary.

29. **RIGHT OF ENTRY.** Lessor shall have the right to enter the Offices or Equipment Building during normal business hours to examine their condition, to make any repairs. Unless it is impractical to do so, Lessor shall give Lessee at least 24 hours notice before any entry.

30. **ESTOPPEL CERTIFICATE.** Within 10 days after any request by Lessor, Lessee shall execute an estoppel certificate to evidence (a) the existence or nonexistence of any default under this Lease by Lessor or Lessee, any amendments to this Lease or prepayments of rentals and (b) such other facts regarding this Lease as Lessor or any mortgagee may reasonably require.

31. **ENTIRE AGREEMENT.** This Lease contains the entire agreement between the parties and supersedes all prior understandings. No amendment to this Lease shall be valid unless in writing and executed by the party against whom enforcement of the amendment is sought.

UNION COUNTY COMMISSIONERS JOURNAL 2025  
February 19, 2025

32. CAPTIONS. The captions of this Lease are for convenience of reference only and shall not be considered in the construction of any provisions of this Lease.

33. 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 the performance of 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.

SIGNED as of the date first written above.

BOARD OF COUNTY COMMISSIONERS  
UNION COUNTY, OHIO

By [Signature]

UNION COUNTY SOIL AND WATER  
CONSERVATION DISTRICT

By [Signature]

Acknowledgment

State of Ohio )  
County of Union) SS:

The foregoing instrument was acknowledged before me on February 19, 2025, by Steve Robinson, County Commissioner, Union County, Ohio.



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

Mallory Jordann Lehman  
Name: Mallory Jordann Lehman  
Commission Expires: 8/6/2029

This Instrument Prepared By:  
Thayne D. Gray, Assistant Prosecuting Attorney, Union County, Ohio, 249 West Fifth Street,  
Marysville, OH 43040

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

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

\* \* \*

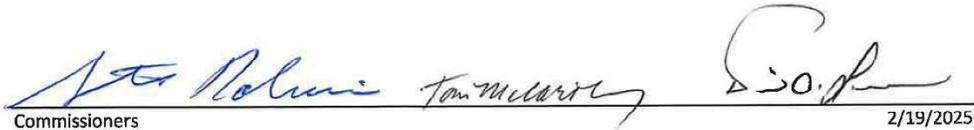
UNION COUNTY COMMISSIONERS JOURNAL 2025  
February 19, 2025

RESOLUTION NO. 25-070:

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 February 17, 2025.

Vendor	Name	CK RUN	Invoice	PO	Invoice Amt	Status	Dept
1167	UC CRIMINAL DEFENSE	021925	020425	20250886	50,764.00	Pending approval	412
Add Desc: Mar 25 Public Defender per agreement. - Commissioners							
1506	THE SHELLY COMPANY	021925	First & Final	20251789	4,468,201.66	Pending approval	422
Add Desc: 2024 Hotmix Resurfacing Program (Inv Date 12-13-24 PO Date 2-12-25). - Engineer M&G							

  
 Commissioners 2/19/2025

C.J. 2025  
 J.S.-070  
 Date 2/19/2025

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

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

\* \* \*

UNION COUNTY COMMISSIONERS JOURNAL 2025  
February 19, 2025

RESOLUTION NO. 25-071:

**Transfers of Appropriations and/or Funds**

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

**TRANSFER FORM**

Wednesday (Due to the Auditor by noon Monday)

Department: Commissioners / Soil & Water Conservation Date: 2/11/2025

**RESOLUTION RE: TRANSFER OF FUNDS**

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

<b>From:</b>	<u>General</u> Fund Name	<u>010CO119</u> Org Number	<u>Soil &amp; Water</u> Object Name	<u>Exp</u>	<u>550190</u> Object Number	<u>N/A</u> Project Number
<b>To:</b>	<u>Soil &amp; Water</u> Fund Name	<u>98000000</u> Org Number	<u>Local Match</u> Object Name	<u>Rev</u>	<u>450106</u> Object Number	<u>N/A</u> Project Number
		<b>Amount:</b>	<b>\$</b>	<b>310,000.00</b>		

<b>From:</b>	<u>General</u> Fund Name	<u>010CO119</u> Org Number	<u>Soil &amp; Water</u> Object Name	<u>Exp</u>	<u>550190</u> Object Number	<u>N/A</u> Project Number
<b>To:</b>	<u>Soil &amp; Water</u> Fund Name	<u>98000000</u> Org Number	<u>Local Match</u> Object Name	<u>Rev</u>	<u>450106</u> Object Number	<u>N/A</u> Project Number
		<b>Amount:</b>	<b>\$</b>	<b>90,000.00</b>		

<b>From:</b>	_____	_____	_____	_____	_____	_____
	Fund Name	Org Number	Object Name		Object Number	Project Number
<b>To:</b>	_____	_____	_____	_____	_____	_____
	Fund Name	Org Number	Object Name		Object Number	Project Number
		<b>Amount:</b>	_____			

<b>From:</b>	_____	_____	_____	_____	_____	_____
	Fund Name	Org Number	Object Name		Object Number	Project Number
<b>To:</b>	_____	_____	_____	_____	_____	_____
	Fund Name	Org Number	Object Name		Object Number	Project Number
		<b>Amount:</b>	_____			

<b>Reason for Request:</b>	
<u>Annual Support 2025</u>	310,000.00
<u>Estimated 1 NEW Ditch Maint Tech</u>	90,000.00
	400,000.00 TOTAL

Roll call vote resulted as follows:

Steve Robinson   
Tom McCarthy   
Dave Lawrence 

cc: Auditor

Date: 2-9-25 C.J. 2025

**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):* LR

Revised 12-28-22

Auditor's Office Approval HR-02/13/25

C.J. 2025  
25011  
Date 2/19/2025

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

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

UNION COUNTY COMMISSIONERS JOURNAL 2025  
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Received the following Certificate from the County Auditor this date:

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

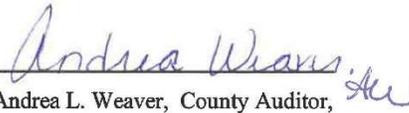
Rev. Code, Sec 5705.39

County Auditor's Office, Union County, Ohio,

Marysville, Ohio, February 18, 2025

To Union County Commissioners

I, Andrea L. Weaver, County Auditor of Union County, Ohio, do hereby certify that the total appropriations from each fund taken together with all other outstanding appropriations, do not exceed the <sup>2</sup> January 29, 2025 amended estimate of resources for the fiscal year beginning January 1<sup>st</sup>, 2025, as determined by the Budget Commission of said County.

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

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

Funds  
451 - Morris Beery Ditch Construction

UNION COUNTY COMMISSIONERS JOURNAL 2025  
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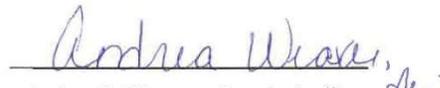
Received the following Certificate from the County Auditor this date:

**Certificate of County Auditor That the Total appropriations from Each Fund  
Do Not Exceed the Official Estimate of Resources**  
Rev. Code, Sec 5705.39

County Auditor's Office, Union County, Ohio,  
Marysville, Ohio, February 18, 2025

To Union County Commissioners

I, Andrea L. Weaver, County Auditor of Union County, Ohio, do hereby certify that the total appropriations from each fund taken together with all other outstanding appropriations, do not exceed the <sup>2</sup> January 29, 2025 amended estimate of resources for the fiscal year beginning January 1<sup>st</sup>, 2025, as determined by the Budget Commission of said County.

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

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

Funds  
113 - DTAC

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UNION COUNTY COMMISSIONERS JOURNAL 2025  
February 19, 2025

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ADMINISTRATOR ACTION NO. 25-022A:

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 February 17, 2025.

Vendor Name	CK RUN	Invoice	PO	Invoice Amt	Status	Dept
8982 CONNECT PARENT CORPO	021925	3.2025 Bus listing	20251801	6.00	Pending approval	420
733 MCAULIFFE'S ACE	021925	411249	20246742	10.22	Pending approval	470
733 MCAULIFFE'S ACE	021925	411010	20246742	13.01	Pending approval	470
2119 GORDON FLESCH COMPAN	021925	IN15037295	20240677	15.48	Pending approval	470
1127 QUILL CORPORATION	021225	42273838	20251523	19.68	Pending approval	434
1127 QUILL CORPORATION	022625	42535815	20247000	23.90	Pending approval	426
1127 QUILL CORPORATION	021925	42809741	20247705	24.30	Pending approval	412
7406 AMAZON CAPITAL	021925	17FY-P6LK-RR7J	20251726	32.46	Pending approval	422
7982 TLC DRY CLEANING	021925	209383	20251753	35.00	Pending approval	438
4356 KONICA MINOLTA BUSIN	021925	500246279	20251739	37.40	Pending approval	422
4356 KONICA MINOLTA BUSIN	021925	500246666	20251742	37.40	Pending approval	422
4356 KONICA MINOLTA BUSIN	021925	500349812,500202976	20251800	40.88	Pending approval	420
177 UNION RURAL ELECTRIC	021925	Warner Jan25	20251763	42.00	Pending approval	422
1484 KLEIBER, JON	022625	2023PG032-2025	20247002	42.90	Pending approval	426
1212 TREASURER STATE OH (	021925	0481055-IN	20251797	46.00	Pending approval	420
1100 MCAULIFFE'S INDUSTRI	021925	233448-1	20251750	48.00	Pending approval	422
5595 FORENSIC FLUIDS LABO	021925	75755	20251787	49.00	Pending approval	420
833 VERIZON WIRELESS GRE	021925	6104986445	20250276	49.78	Pending approval	410
733 MCAULIFFE'S ACE	021925	01312025	20240172	49.96	Pending approval	472
8982 CONNECT PARENT CORPO	021925	302449884Feb25 2of2	20246885	50.15	Pending approval	470
451 SMART OIL COMPANY	021925	106142	20250486	50.21	Pending approval	422
8604 GENUINE PARTS COMPAN	021925	01312025	20250263	52.45	Pending approval	472
451 SMART OIL COMPANY	021925	9659824	20250682	58.35	Pending approval	404
451 SMART OIL COMPANY	021925	106143	20250486	60.76	Pending approval	422
52 DAYTON POWER & LIGHT	021925	2/3 Axe-Handle	20251732	61.73	Pending approval	422
1380 UCO INDUSTRIES	022625	23101	20246796	65.00	Pending approval	426
7982 TLC DRY CLEANING	021925	209388	20251754	65.00	Pending approval	438
2376 BENNY'S PIZZA	21925	209215	20250946	68.75	Pending approval	414
148 POSTMASTER	021925	Feb25	20251736	73.00	Pending approval	422
779 W. W. GRAINGER	021925	9382620152	20251735	76.27	Pending approval	422
177 UNION RURAL ELECTRIC	021925	Bear Swamp Jan25	20251770	77.00	Pending approval	422
177 UNION RURAL ELECTRIC	021925	Inskeep Jan25	20251764	79.23	Pending approval	422
1380 UCO INDUSTRIES	21925	23097, 23102	20250956	80.00	Pending approval	414
1380 UCO INDUSTRIES	021925	23104	20250349	80.00	Pending approval	410
3917 AT&T MOBILITY	021925	VR0012025	20246858	80.00	Pending approval	472
657 LANGUAGE LINE SERVIC	021925	11508812	20251738	82.56	Pending approval	438
1127 QUILL CORPORATION	021225	42273888	20251524	88.02	Pending approval	434
177 UNION RURAL ELECTRIC	021925	Fedex Jan25	20251765	92.60	Pending approval	422
1534 US BANK	021925	548645837	20251689	94.08	Pending approval	404
2119 GORDON FLESCH COMPAN	021925	IN15037220	20251779	96.00	Pending approval	438
177 UNION RURAL ELECTRIC	021925	Mitch Dewitt Jan25	20251766	100.00	Pending approval	422
2245 RICHWOOD BANKING VIS	021925	021825	20251844	100.00	Pending approval	404
9752 SUPREME COURT OF OHI	21925	209214	20251521	100.00	Pending approval	414
6354 KRAMER ENTERPRISES,	021925	96987	20251475	101.00	Pending approval	422
7406 AMAZON CAPITAL	021925	1DLQ-JJ7L-H41Q	20251740	109.24	Pending approval	422
6047 PLOTNER HARDWARE LLC	021925	Jan25	20251604	112.85	Pending approval	422

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Vendor Name	CK RUN	Invoice	PO	Invoice Amt	Status	Dept
2238 LEXISNEXIS	021925	1100088598	20251703	115.50	Pending approval	434
1350 DEXTER COMPANY	021925	67928	20251734	117.82	Pending approval	422
1127 QUILL CORPORATION	021925	42535414	20250305	128.14	Pending approval	410
4433 GREAT AMERICA LEASIN	022625	38394031 BALANCE	20251585	128.36	Pending approval	426
122 MARYSVILLE PRINTING	21925	56321	20250947	133.90	Pending approval	414
1127 QUILL CORPORATION	021925	42551234	20250305	134.99	Pending approval	410
1123 ZANDER PEST CONTROL	021925	45184	20246852	140.00	Pending approval	470
1123 ZANDER PEST CONTROL	021925	45182	20251795	140.00	Pending approval	420
52 DAYTON POWER & LIGHT	021925	200001331787Jan25	20246889	143.68	Pending approval	470
3432 RUMPKE OF OHIO, INC	021925	3427063	20250307	148.70	Pending approval	410
306 NETCARE CORPORATION	021925	3047	20251821	150.00	Pending approval	412
2238 LEXISNEXIS	021925	1100090578	20251790	150.00	Pending approval	420
4450 WEAVER, ANDREA	021925	209210	20251674	155.79	Pending approval	404
1320 OCCUPATIONAL HEALTH	021925	41395	20251751	165.00	Pending approval	422
7406 AMAZON CAPITAL	021925	1VL7-VMLP-LMTJ	20251187	171.07	Pending approval	410
9858 WEX BANK	021925	102835725	20251690	172.78	Pending approval	434
7311 TAYLOR, JOHN K.	021925	12343	20251761	173.67	Pending approval	422
1971 STAPLES CONTRACT &	021225	7003974671	20251028	189.81	Pending approval	418
6682 FP MAILING SOLUTIONS	021225	RI106523039	20251526	191.85	Pending approval	434
1127 QUILL CORPORATION	022625	42580760	20247000	192.58	Pending approval	426
1127 QUILL CORPORATION	021225	42282687	20251525	194.24	Pending approval	434
139 OHIO EDISON COMPANY	021925	2/5/25 Tawa	20251756	196.01	Pending approval	422
833 VERIZON WIRELESS GRE	021225	6103912444	20251522	205.48	Pending approval	434
177 UNION RURAL ELECTRIC	021925	Crottinger Jan25	20251769	209.00	Pending approval	422
2119 GORDON FLESCH COMPAN	021925	IN15037293	20250252	216.00	Pending approval	472
2119 GORDON FLESCH COMPAN	021925	IN15037294	20246704	222.38	Pending approval	412
8982 CONNECT PARENT CORPO	021925	209257	20250404	223.19	Pending approval	438
797 GATES BROS INC	021225	IMVL093138	20251700	236.76	Pending approval	418
6660 CFIS GROUP INC.	021925	46781	20251730	237.00	Pending approval	422
1046 GINGWAY PRODUCTS INC	021925	164083	20251733	248.44	Pending approval	422
2004 FISHEL DOWNEY ALBRE	021925	174	20250136	250.00	Pending approval	438
177 UNION RURAL ELECTRIC	021925	Darby Meadows Jan25	20251768	257.00	Pending approval	422
6978 MONTANEZ, RAFAEL	21925	02052025	20250941	258.20	Pending approval	414
1484 KLEIBER, JON	022625	Feb 2025	20247002	259.14	Pending approval	426
4356 KONICA MINOLTA BUSIN	021925	500246278	20251737	266.20	Pending approval	422
6660 CFIS GROUP INC.	021925	46823	20251731	270.59	Pending approval	422
4821 WILSON PRINTING & GR	022625	65441	20251682	270.89	Pending approval	426
1127 QUILL CORPORATION	21925	42698186	20250948	273.60	Pending approval	414
52 DAYTON POWER & LIGHT	021925	200000743568Jan25	20246894	278.86	Pending approval	470
1123 ZANDER PEST CONTROL	021925	45183	20246852	280.00	Pending approval	470
2169 SIRCHIE FINGERPRINT	021925	0679944-IN	20247961	287.98	Pending approval	438
3231 YURASEK, OWENS-RUFF	021925	Matterson 2.10.25	20251696	300.00	Pending approval	434
3231 YURASEK, OWENS-RUFF	021925	Newberry 2.7.25	20251697	300.00	Pending approval	434
3231 YURASEK, OWENS-RUFF	021925	275 W 5th	20251698	300.00	Pending approval	434
1127 QUILL CORPORATION	021925	42575367	20250132	314.33	Pending approval	438
52 DAYTON POWER & LIGHT	021925	209272	20251705	320.66	Pending approval	438

UNION COUNTY COMMISSIONERS JOURNAL 2025  
February 19, 2025

Vendor Name	CK RUN	Invoice	PO	Invoice Amt	Status	Dept
139 OHIO EDISON COMPANY	021925	2/4 Beatty	20251755	335.24	Pending approval	422
1402 MC MOBILITY INC	021925	RO#CBS-910950,909969	20251786	346.50	Pending approval	420
815 UNION COUNTY HEALTH	021225	JMOS-ASDNK6 2025	20251702	354.50	Pending approval	418
1873 PARR PUBLIC SAFETY E	021925	INV107349	20247803	369.55	Pending approval	438
2809 ACORN DISTRIBUTORS I	021925	2314312	20251725	370.39	Pending approval	422
5219 MOORE MEDICAL LLC	021225	64805351	20251027	375.96	Pending approval	418
1534 US BANK	021925	548037217	20250318	381.00	Pending approval	404
8630 FOX SUPPLY, LLC	021225	149144	20251701	395.10	Pending approval	418
3099 OJFSDA	021925	2025 SWOJFSDA dues	20251785	400.00	Pending approval	420
177 UNION RURAL ELECTRIC	021925	754002Jan25	20246901	416.91	Pending approval	470
1389 JOHNSON CONTROLS	021925	24561018	20240694	420.00	Pending approval	470
177 UNION RURAL ELECTRIC	021925	Parrott Jan25	20251767	422.00	Pending approval	422
1338 GRAPHIC STITCH INC	021925	466588	20251835	432.85	Pending approval	404
833 VERIZON WIRELESS GRE	021925	6104901909	20251699	446.03	Pending approval	404
4420 AT&T	021925	419R01040702F	20250402	451.47	Pending approval	438
4420 AT&T	021925	419R01038102F	20250402	451.47	Pending approval	438
226 CLEMANS NELSON & ASS	021925	32468 2of2	20246703	470.00	Pending approval	412
10179 PILOT INSTITUTE, LLC	021925	INV-6611	20251607	496.00	Pending approval	438
1123 ZANDER PEST CONTROL	021925	45185	20246852	525.50	Pending approval	470
4057 WARE, SUE	021925	travel 7.2024-12.202	20251783	531.10	Pending approval	420
833 VERIZON WIRELESS GRE	21925	6104901903	20250957	547.58	Pending approval	414
1320 OCCUPATIONAL HEALTH	021925	41237	20251802	552.00	Pending approval	420
2014 STIERS, JEFF	021925	209233	20250243	557.74	Pending approval	438
3023 KIESLER POLICE SUPPL	021925	SI105437	20247934	561.71	Pending approval	438
1843 GOOD AS GOLD PROMOTI	021925	47360	20251435	587.55	Pending approval	438
4456 PUBLIC AGENCY TRAINI	021925	8852	20251712	595.00	Pending approval	438
4456 PUBLIC AGENCY TRAINI	021925	8854	20251712	595.00	Pending approval	438
5805 MATRIX POINTE SOFTWA	021925	UNION-OH-2025-02	20251718	650.00	Pending approval	434
226 CLEMANS NELSON & ASS	021925	32468	20246702	800.00	Pending approval	412
733 MCAULIFFE'S ACE	021925	Jan 25	20246742	863.51	Pending approval	470
10079 FOURTH COAST SUPPLY	021925	21482000028038	20247174	875.00	Pending approval	412
6741 TKE CORP	021925	3008338755	20246835	885.27	Pending approval	470
177 UNION RURAL ELECTRIC	021925	Raymond Jan25	20251772	891.16	Pending approval	422
733 MCAULIFFE'S ACE	021225	413629	20251022	923.91	Pending approval	418
177 UNION RURAL ELECTRIC	021925	1845000Jan25	20246900	947.34	Pending approval	470
4433 GREAT AMERICA LEASIN	022625	38394031-partial	20247003	990.91	Pending approval	426
1274 KLEIBER, TAMMY	021925	24CR0032	20250889	1,045.00	Pending approval	412
2245 RICHWOOD BANKING VIS	021925	021525	20248140	1,159.16	Pending approval	404
1534 US BANK	021925	547986406	20251695	1,272.65	Pending approval	434
52 DAYTON POWER & LIGHT	021925	200001551690Jan25	20246889	1,302.34	Pending approval	470
4955 OSCAR W. LARSON CO.	021925	SRVCE000001023385	20251484	1,375.00	Pending approval	422
177 UNION RURAL ELECTRIC	021925	Millcreek Jan25	20251771	1,513.00	Pending approval	422
1430 PURCHASE POWER	021925	1026891737	20251805	1,522.90	Pending approval	420
10145 CANON USA, INC	021225	38556864	20250810	1,526.10	Pending approval	418
10079 FOURTH COAST SUPPLY	021225	PO1258724	20251778	1,775.60	Pending approval	418
1338 GRAPHIC STITCH INC	021925	46658A	20247951	1,845.25	Pending approval	404

UNION COUNTY COMMISSIONERS JOURNAL 2025  
February 19, 2025

Vendor Name	CK RUN	Invoice	PO	Invoice Amt	Status	Dept
2528 HUNTINGTON NATIONAL	021925	69763	20251717	2,000.00	Pending approval	412
8449 AUNALYTICS, INC.	021925	30026040	20251393	2,250.00	Pending approval	438
8449 AUNALYTICS, INC.	021925	30026894	20251393	2,250.00	Pending approval	438
177 UNION RURAL ELECTRIC	021925	MOps Jan25	20251762	2,397.01	Pending approval	422
6330 CDA, INC.	022625	18004 AND 18005	20246803	2,593.75	Pending approval	426
10120 ABBRUZZESE, MARCUS	021925	01.2025 FC	20251782	2,608.13	Pending approval	420
177 UNION RURAL ELECTRIC	021925	1083001Jan25	20246900	2,687.83	Pending approval	470
2245 RICHWOOD BANKING VIS	021925	021425	20251845	2,695.06	Pending approval	404
6000 MARYSVILLE MEADOWS	021925	Nov-Feb rent SN	20251794	3,000.00	Pending approval	420
8982 CONNECT PARENT CORPO	021925	302449884Feb25	20246890	3,100.00	Pending approval	470
2566 WASHINGTON AUTO PART	021925	Jan25	20251666	3,478.96	Pending approval	422
8724 QUINLAN, ROBERT III	021925	1.2025 FC	20251823	4,214.96	Pending approval	420
8449 AUNALYTICS, INC.	021225	30025755	20251555	5,102.68	Pending approval	418
1177 NAPIER TREE SERVICE	021925	9820	20251752	5,500.00	Pending approval	422
557 SHELLY MATERIALS INC	021925	2738205	20251758	5,940.01	Pending approval	422
1973 VILLAGE NETWORK	021925	0225-1237U	20251804	6,052.75	Pending approval	420
1921 NATIONAL YOUTH ADV	021925	1.2025 RS	20251792	6,080.96	Pending approval	420
948 THE BUCKEYE RANCH IN	021225	8773, 8775	20251668	7,000.00	Pending approval	420
55 RIGHTWAY FOOD SERVIC	021225	10503 2/3/25	20251035	7,887.55	Pending approval	418
4207 K-TECH SPECIALTY	021925	202501-K0208	20251743	8,530.46	Pending approval	422
1762 WINGS ENRICHMENT CEN	021925	3024845	20251791	8,747.29	Pending approval	420
1897 JULIAN & GRUBE INC	021925	34021	20251673	9,400.00	Pending approval	404
1500 SAFEHOUSE MINISTRIES	021925	1010173	20251803	9,920.00	Pending approval	420
557 SHELLY MATERIALS INC	021925	2738860	20251760	10,602.25	Pending approval	422
9341 ALLWELL BEHAVIORAL H	021925	1.2025 MC	20251796	11,475.00	Pending approval	420
8365 DARTPOINTS	021925	139736	20247913	11,959.57	Pending approval	404
8271 LUTHERAN HOMES	021925	0000040867	20251793	14,074.00	Pending approval	420
1108 CARGILL INC	021925	2910515204	20251729	20,935.98	Pending approval	422
7636 OPENGOV, INC.	021925	INV17729	20251757	24,297.06	Pending approval	422
783 APPRAISAL RESEARCH C	021925	116507	20251788	25,506.90	Pending approval	404
783 APPRAISAL RESEARCH C	021925	116518	20251788	34,613.03	Pending approval	404

  
Administrator

2-19-25  
2/19/2025

C.J. 2025  
25-0221A  
Date 2/19/2025

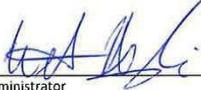
**UNION COUNTY COMMISSIONERS JOURNAL 2025**  
**February 19, 2025**

**ADMINISTRATOR ACTION NO. 25-023A:**

**Transfer of Appropriations and/or Funds**

County Administrator William Narducci approved the following transfers of appropriations and/or funds:

JOURNAL LINE	ENTRY DATE	JNL SHORT DESC	JNL EFF DATE	AMD STATUS	JNL CLERK	ORG	OBJECT	PROJECT	COMMENT	DTL EFF DATE	DR/CR	AMOUNT
534	1	02/13/2025 AMEND	02/13/2025	Pending approval	Amy Wesl	45042200	560112		MANUSCRIPT DEBT PAYMENT (Principal)	02/13/2025	I	15,166
534	2	02/13/2025 AMEND	02/13/2025	Pending approval	Amy Wesl	45042200	560122		MANUSCRIPT DEBT PAYMENT (Interest)	02/13/2025	I	9,538
Total												24,704
ADD'L DESC: Clark Yoder laoni payback per res 19-403 Principal and Interest. - CY Construction Fund										Auditor's Certificate Received.		
JOURNAL LINE	ENTRY DATE	JNL SHORT DESC	JNL EFF DATE	AMD STATUS	JNL CLERK	ORG	OBJECT	PROJECT	COMMENT	DTL EFF DATE	DR/CR	AMOUNT
273	1	02/06/2025 DTAC	02/06/2025	Pending approval	Jessica	11343400	530100		increase contract services	02/06/2025	I	15,000.00
ADD'L DESC: Appropriate additional cash. - Prosecutor DTAC										Auditor's Certificate Received.		
JOURNAL LINE	ENTRY DATE	JNL SHORT DESC	JNL EFF DATE	AMD STATUS	JNL CLERK	ORG	OBJECT	PROJECT	COMMENT	DTL EFF DATE	DR/CR	AMOUNT
608	1	02/18/2025 AMEND	02/18/2025	Pending approval	Amy Wesl	45142200	560112		INCREASE FOR MANUSCRIPT DEBT (Principal)	02/18/2025	I	18,209.04
608	2	02/18/2025 AMEND	02/18/2025	Pending approval	Amy Wesl	45142200	560122		INCREASE FOR MANUSCRIPT DEBT (Interest)	02/18/2025	I	22,442.22
TOTAL												40,651.26
ADD'L DESC: MB Ditch laon payback Res 24-456. - Engineer/Auditor MB Ditch Construction										Auditor's Certificate Received.		
JOURNAL LINE	ENTRY DATE	JNL SHORT DESC	JNL EFF DATE	AMD STATUS	JNL CLERK	ORG	OBJECT	PROJECT	COMMENT	DTL EFF DATE	DR/CR	AMOUNT
572	1	02/15/2025 conf room	02/15/2025	Pending approval	Cayla Wa	43040608	530100		conference room equipment	02/15/2025	D	6,000.00
572	2	02/15/2025 conf room	02/15/2025	Pending approval	Cayla Wa	43040608	540100		conference room equipment	02/15/2025	I	6,000.00
ADD'L DESC: Realign current appropriations from cont serv to equipment. DD Captial												

  
 Administrator  
 2/19/25  
 2/19/2025

C.J. 2025  
 25-023A  
 Date 2/19/2025

UNION COUNTY COMMISSIONERS JOURNAL 2025  
February 19, 2025

**TRANSFER FORM**

2/19 Wednesday (Due to Auditor by noon Monday)

Department: Human Services Date: 2/14/2025

**RESOLUTION RE: TRANSFER OF FUNDS**

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

D	<b>From:</b>	<u>PA</u>	<u>35001508</u>	<u>Medical Assistance</u>	<u>Exp</u>	<u>530600</u>	_____
		Fund Name	Org Number	Object Name		Object Number	Project Number
C	<b>To:</b>	<u>UCATS</u>	<u>36044508</u>	<u>Charge for Services</u>	<u>Rev</u>	<u>420107</u>	_____
		Fund Name	Org Number	Object Name		Object Number	Project Number
			<b>Amount: \$</b>	<b>\$</b>		<b>3,971.84</b>	

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

Reason for Request:	Transfer total:
January 2025 NET transportation	\$ 3,971.84
\$ -	\$ 3,971.84
\$ -	
\$ -	

Approved by Administrator WAN

Roll call vote resulted as follows:

Dave Lawrence \_\_\_\_\_  
Thomas A. McCarthy \_\_\_\_\_  
Steve Robinson \_\_\_\_\_

cc: Auditor

C.J.: 2005  
Date: 2-19-05

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

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

Auditor's Office Approval Michael W...  
2/14/25

UNION COUNTY COMMISSIONERS JOURNAL 2025  
February 19, 2025

**TRANSFER FORM**

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

Department: Union Soil & Water Date: January 27, 2025

**RESOLUTION RE: TRANSFER OF FUNDS**

A motion was made by *[Signature]* and seconded by *[Signature]*  
to approve the following transfer (s):

From:	<u>Rotary Fund</u>	<u>25444208</u>	<u>Ditch Maintenance</u>	<u>Exp</u>	<u>530250</u>	
	Fund Name	Org Number	Object Name		Object Number	Project Number
To:	<u>Soil &amp; Water</u>	<u>98000000</u>	<u>Reimbursement</u>	<u>Rev</u>	<u>480110</u>	
	Fund Name	Org Number	Object Name		Object Number	Project Number
		Amount: \$	<u>4,910.23</u>			

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

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

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

Reason for Request:  
2025 Ditch Maintenance portion of Office Rental Space

Approved by Administrator *[Signature]*

Roll call vote resulted as follows:

cc: Auditor *[Signature]* 2/18/25

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

Date: 2-19-25  
C.J. 2025

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):  
SAM

*[Signature]*

UNION COUNTY COMMISSIONERS JOURNAL 2025  
February 19, 2025

**TRANSFER FORM**

2/19 Wednesday (Due to Auditor by noon Thursday)

UCATS Date: 2/13/2025

**RESOLUTION RE: TRANSFER OF FUNDS**

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

<b>From:</b>	<u>UCATS</u>	<u>36044508</u>	<u>Vehicle Maintenance</u>	<u>A</u>	<u>530160</u>	
	Fund Name	Org Number	Object Name		Object Number	Project Number
<b>To:</b>	<u>M &amp; G Fund</u>	<u>25042200</u>	<u>Office Reimbursement</u>	<u>R</u>	<u>480136</u>	
	Fund Name	Org Number	Object Name		Object Number	Project Number
		<b>Amount: \$</b>	<b>\$</b>	<b>654.95</b>		

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

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

**Reason for Request:**

Mechanic service work December 2024	Inv # 000688	\$	322.38
	Inv # 000690	\$	140.60
	Inv # 000693	\$	106.61
	Inv # 000700	\$	85.36
		\$	-

Transfer total:

\$	654.95
----	--------

Approved by Administrator WAA

Roll call vote resulted as follows:

cc: Auditor

Steve Robinson \_\_\_\_\_  
Thomas A. McCarthy \_\_\_\_\_  
Dave Lawrence \_\_\_\_\_

C.J.: 2025  
Date: 2-19-25

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

revised 12/28/2022

Auditor's Office Approval JR 2/18/25

UNION COUNTY COMMISSIONERS JOURNAL 2025  
February 19, 2025

**TRANSFER FORM**

2/19 Wednesday (Due to Auditor by noon Thursday)

Human Services Date: 2/13/25

**RESOLUTION RE: TRANSFER OF FUNDS**

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

<b>From:</b>	Public Assistance	35001508	Travel & Expense	A	550100	Project Number
	Fund Name	Org Number	Object Name		Object Number	
<b>To:</b>	M & G Fund	25042200	Office Reimbursement	R	480136	Project Number
	Fund Name	Org Number	Object Name		Object Number	
		<b>Amount: \$</b>	<b>\$</b>	<b>593.89</b>		

<b>From:</b>	Senior Services Sales Tax	36906708	Travel & Expense	Exp	550100	Project Number
	Fund Name	Org Number	Object Name		Object Number	
<b>To:</b>	M & G Fund	25042200	Office Reimbursement	R	480136	Project Number
	Fund Name	Org Number	Object Name		Object Number	
		<b>Amount: \$</b>	<b>\$</b>	<b>208.67</b>		

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

Agency Vehicle Allocation for 2024 is 74% DJFS & 26% Senior Services

Reason for Request:	Invoice:	Amount:
Repair		
Mechanic service work December 2024	000694	\$ 402.34
	000696	\$ 200.11
	000896	\$ 200.11

Transfer total:	
\$	802.56
DJFS 74%	
\$	593.89
\$	802.56
Sr. Services 26%	
\$	208.67

Approved by Administrator WAN

Roll call vote resulted as follows:

cc: Auditor

Steve Robinson  
Thomas A. McCarthy  
Dave Lawrence

C.J.: 2025  
Date: 2-19-25

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

*Jackie Hites*

revised 12/28/2022

Auditor's Office Approval *JR 2/18/25*

UNION COUNTY COMMISSIONERS JOURNAL 2025  
February 19, 2025

**TRANSFER FORM**

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

Department: Commissioners/Engineer Date: 02/18/25

**RESOLUTION RE: TRANSFER OF FUNDS**

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

<b>From:</b> <u>MB Ditch C</u>	<u>45142200</u>	<u>Interfund Loan Principal</u>	<u>Exp</u>	<u>560112</u>	
Fund Name	Org Number	Object Name		Object Number	Project Number
<b>To:</b> <u>Capital Instrastructure</u>	<u>40541200</u>	<u>Reimbursement</u>	<u>Rev</u>	<u>480110</u>	
Fund Name	Org Number	Object Name		Object Number	Project Number
	<b>Amount: \$</b>	<u>18,209.04</u>			

<b>From:</b> <u>MB Ditch C</u>	<u>45142200</u>	<u>Interfund Loan Interest</u>	<u>Exp</u>	<u>560122</u>	
Fund Name	Org Number	Object Name		Object Number	Project Number
<b>To:</b> <u>General</u>	<u>04120000</u>	<u>Interest Reimbursement</u>	<u>Rev</u>	<u>480132</u>	
Fund Name	Org Number	Object Name		Object Number	Project Number
	<b>Amount: \$</b>	<u>22,442.22</u>			

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

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

**Reason for Request:**  
 Morris-Beery Interfund Loan Payback per Resolution 24-456  
 Principal \$18,209.04  
 Interest \$22,442.22  
 Total 2025 payment \$40,651.26

Approved by Administrator WAA

Roll call vote resulted as follows:

cc: Auditor  
Originator  
Resolution File

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

C.J. 2025  
Date: 2-19-25

**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):

UNION COUNTY COMMISSIONERS JOURNAL 2025  
February 19, 2025

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\* \* \*

\* County Administrator William Narducci provided the following updates:

- He attended the Madison County 161 corridor development group meeting. He encouraged sharing of all documentation about what is being funded and what is allowed to be funded in this area. Not everyone in the corridor was there yesterday, but he would like everyone there to meet and share information.
- The Jonathan Alder Think Big Space ribbon cutting is later this afternoon. Amazon donated money to Jonathan Alder Middle School, and they will be attending this as well.
- He is meeting with Soil and Water to talk about residents wanting to do the construction themselves for a ditch project. He is also going to inquire about other ditch projects and how to keep them moving towards completion.
- He has prepared a letter for Tom to present to Honda Marysville for their 20<sup>th</sup> anniversary tomorrow evening.

\* \* \*

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

- Richwood Solar has not filed anything with the OPSB to appeal the denial of the project.
- Commissioner Robinson stated he heard the company told the landowners they were not pursuing the project and had pulled their queue out of PJM.
- Mr. Thayne stated that it is a good indicator they are not pursuing this any further.
- Commissioner Lawrence asked what happens to the land if the project is not happening.
- Mr. Thayne stated the lease would be null and void and payments to property owners for the leases would stop.
- Commissioner Lawrence stated he is glad the OPSB sided with the Commissioners and the community.
- Commissioner Robinson stated he was glad Senator Reineke was glad he created the Senate bill that gave the option for Commissioners to have a say in solar projects.
- Mr. Narducci stated that elected officials unanimously denying the project helped the OPSB denial as well.

\* \* \*

\*Assistant County Administrator/Budget Officer Letitia Rayl provided the following updates:

- She is working on Thayne with the lease for Capabilities at London Avenue.
- The Sheriff's Office will be conducting drone training, and she is going to reach out to Joe Eads at Soil and Water to see if they can monitor progress on the logjam project. She has spoken to Sheriff Justice about this as well.
- Andy Brossart will be here on March 26 for a debt review

\* \* \*

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

- We received two Type II Annexations last Friday. They are both going to be annexed into the city of Marysville.

\* \* \*

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

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

- He attended his first Data Board meeting last week. It was very short.
- He attended the Chamber of Commerce meeting, the 33 Corridor Meeting, and the CIC Meeting. He saw Eric's incentive policy update presentation at the 33 Corridor and CIC meetings.
- He attended the Engineer's Annual Township meeting on Saturday and Stephen Badenhop did a great job presenting the history of Union County.

\* \* \*

Commissioner Tom McCarthy provided the following updates:

- He attended the Airport Meeting. There is an issue with grant funding for their T-Hanger project. They are currently trying to find additional funding.
- He wants to facilitate more discussion with Madison County and the 161 corridor.

\* \* \*

Commissioner Steve Robinson provided the following updates:

- He thanked Mr. Narducci for attending the LUC meeting in his place last week.
- ODOT is saying the bridge replacement in Magnetic Springs will start in May and be completed in January 2026. This project has an estimated cost of \$3.8 million.
- The bridge on State Route 36 construction will start in spring 2026 and go to September 2026.
- He received an email from Mr. Narducci about the Japan trip and has no interest in going. He extended the invitation to Commissioners Lawrence and McCarthy.
- He talked to Soil and Water about the residents wanting to do the construction on a ditch project.

\* \* \*

UNION COUNTY COMMISSIONERS JOURNAL 2025  
February 19, 2025

\*Received the following Expedited Type II Petition for Annexation to the City of Marysville of 243.94 +/- Acres, More of Less, from Paris Township:

**EXPEDITED TYPE II PETITION FOR ANNEXATION (SECTION 709.023)  
TO THE CITY OF MARYSVILLE OF 243.94+/- ACRES, MORE OF LESS,  
FROM PARIS TOWNSHIP**

TO THE BOARD OF COUNTY COMMISSIONERS  
OF UNION COUNTY, OHIO

The undersigned, petitioner in the premises, and being the SOLE OWNERS OF REAL ESTATE in the territory described, consisting of 243.94 acres, more or less, with a total length of the annexation perimeter of 19,330.73 +/- feet, more or less, in the Township of Paris, which area is contiguous along 8,463.87 feet, or 43.78% is contiguous to the City of Marysville, do hereby pray that said territory be annexed to the City of Marysville, according to the statutes of the State of Ohio and that no island of unincorporated area will be created by the annexation.

A full and accurate description and a plat of said territory so prayed to be annexed are attached hereto as Exhibits "A" and "B" and made part hereof.

In support of said Petition, the petitioners state that they are the SOLE OWNERS OF THE REAL ESTATE within the territory so prayed to be annexed

Thomas L. Hart, whose address is Painter & Associates, LLC, 5029 Cemetery Road, Hilliard, OH 43026, is hereby appointed agent for the undersigned Petitioners, as required by Section 709.02 of the Revised Code of Ohio. Said agent is hereby authorized to make any amendment and/or deletion which in his absolute and complete discretion is necessary or proper under the circumstances then existing, and in particular to make such amendment in order to correct any discrepancy or mistake noted by the UNION County Engineer in his examination of an amended plat and description to the Board of Commissioners on, before, or after the date set for hearing on this Petition.

**"WHOEVER SIGNS THIS PETITION EXPRESSLY WAIVES THEIR RIGHT TO APPEAL IN LAW OR EQUITY FROM THE BOARD OF COUNTY COMMISSIONERS' ENTRY OF ANY RESOLUTION PERTAINING TO THE SPECIAL ANNEXATION PROCEDURE, ALTHOUGH A WRIT OF MANDAMUS MAY BE SOUGHT TO COMPEL THE BOARD TO PERFORM ITS DUTIES REQUIRED BY LAW FOR THIS SPECIAL ANNEXATION PROCEDURE."**



UNION COUNTY COMMISSIONERS JOURNAL 2025

February 19, 2025

J. Daniel Fitzgerald, Trustee  
21944 Boord Road  
Marysville, OH 43040

By: *J. Daniel Fitzgerald*  
J DANIEL FITZGERALD 1/31/25  
Print Name Date

*J. Daniel Fitzgerald* 1/31/25  
J. Daniel Fitzgerald Date

*Rebecca Fitzgerald* 1-31-25  
Rebecca Fitzgerald Date  
21944 Boord Road  
Marysville, OH 43040

HAILEY'S HOLDINGS LLC  
6169 Plain City -Georgesville Road  
Plain City, OH 43064

By: *Joseph Chapman*  
JOSEPH CHAPMAN 2-4-25  
Print Name Date

*Ryan J. Lee* 2/4/25  
Ryan J. Lee, Date  
Suc. Co-Trustee

*Gregory Lee* 2/4/25  
Gregory Lee, Date  
Suc. Co-Trustee  
17421 Waldo Road  
Marysville, OH 43040

UNION COUNTY COMMISSIONERS JOURNAL 2025  
February 19, 2025

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LITE PARTNERS, an Ohio general partnership  
123 W. Fifth Street  
Marysville, OH 43040

By: 

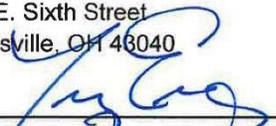
Dean E. Cook 2-4-25  
Print Name Date

Monarch Land Company LLC  
6689 Dublin Center Drive  
Dublin, OH 43017

By: 

MATT STAVROFF 12-4-2024  
Print Name Date

City of Marysville  
125 E. Sixth Street  
Marysville, OH 43040

By: 

TERRY EVERY 2/4/25  
Print Name Date

UNION COUNTY COMMISSIONERS JOURNAL 2025  
February 19, 2025

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EXHIBITS

Exhibit A - Legal Description of Proposed Annexation

Exhibit B - Plat Survey of Proposed Annexation

Exhibit C - Adjacent Property Owners to Proposed Annexation

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

**LEGAL DESCRIPTION**

**Description of 243.94 ACRES +/- TO BE ANNEXED FROM PARIS TOWNSHIP  
TO CITY OF MARYSVILLE**

Situated in the State of Ohio, County of Union, Township of Paris, Virginia Military Survey Numbers 5136, 5138, 5392 and being all of that 48.13 acre tract, 35.15 acre tract, 46.31 acre tract and that 52.8060 acre tract, as conveyed to J. Daniel Fitzgerald, Trustee, of record in Official Record 717, Page 160, being all of that 50.709 acre tract and that 1.22 acre tract of land as conveyed to Ryan J. Lee and Gregory J. Lee, successor Co-Trustees, of record in Instrument Number 202402140001045, being all of a 0.1716 acre tract of land as conveyed to City of Marysville Ohio, of record in Instrument Number 201712110010188, being all of that 3.154 acre tract of land as conveyed to J. Daniel Fitzgerald and Rebecca Fitzgerald, of record in Deed Volume 307, Page 91, being all of the 0.781, 0.781 and 1.478 acre tracts of land as conveyed to Hailey's Holdings, LLC, of record in Instrument Number 201706140004895, being all of the 1.00 acre tract of land as conveyed to Lite Partners, of record in Instrument Number 201710170008649, being part of a 7.50 acre tract of land as conveyed to Champaign County, Ohio; Delaware County, Ohio; Madison County, Ohio; and Union County, Ohio, of record in Instrument Number 201503170001933, being part of a 2.046 acre tract of land as conveyed to City of Marysville, Ohio, of record in Official Record 35, Page 394, being part of a 107.32 acre tract of land as conveyed to Union County Board of Commissioners, of record in Official Record 13, Page 35, all deed reference refer to the records of the Recorder's Office Union County, Ohio, and described as follows:

**BEGINNING** at the southeasterly corner of Reserve "E" of a plat entitled "Amrine Meadows Section 1, Phase 1B", of record in Plat Book 6, Page 164AB, and being a southeasterly corner of the existing City of Marysville corporation line, of record in Resolution Number 21-178;

Thence North 4°36'08" West, with the easterly line of said "Amrine Meadows Section 1, Phase 1B", with the easterly line of a plat entitled "Amrine Meadows Section 1, Phase 2", of record in Plat Book 6, Page 198ABC, with the easterly line of a 70.178 acre tract of land as conveyed to MGM Community Services LLC, and with said existing City of Marysville corporation line, a distance of 2139.36 feet to a point in the southerly right of way line of Amrine-Wood Road (TR-130)(50 foot public right-of-way);

Thence North 4°36'08" West, continuing with the easterly line of said 70.178 acre tract, a distance of 25.00 feet to the northeasterly corner thereof, being in the centerline of said Amrine-Wood Road

Thence North 84°53'10" East, with the centerline of Amrine Woods Blvd, and with the southerly line of a 80.00 acre (remainder) tract of land as conveyed to Jonathan N. Rausch and Deborah E. Rausch, of record in Official Record 1000, Page 571, a distance of 940.58 feet to the northeasterly corner of said 48.13 acre tract and an angle point in said centerline;

Thence North 85°43'26" East, continuing with said centerline and being the northerly line of said 50.709 acre tract, a distance of 2676.76 feet to a point in the centerline intersection of State Route 4 and Amrine-Wood Road and the westerly line of a 348.877 acre tract of land as conveyed to Ryan J. Lee and Gregory J. Lee, of record in Instrument Number 202402140001045;

Thence South 29°05'43" West, continuing with the centerline of State Route 4 and said westerly line, a distance of 648.40 feet to the northeasterly corner of a 3.80 acre tract of land as conveyed to Mike Gorman and Ann Gorman, of record in Instrument Number 202109160012369;

Thence with the perimeter of said 3.80 acre tract the following courses:

North 67°02'38" West, a distance of 442.36 feet to a corner thereof;

South 10°04'56" West, a distance of 523.26 feet to a corner thereof;

North 89°45'33" East, a distance of 308.97 feet to a corner thereof in the centerline of said State Route 4;

Thence South 29°05'43" West, with said centerline, a distance of 1419.52 feet to the southeasterly corner of a 5.00 acre tract of land as conveyed to Leo Bulb Berbee Bulb Company, Inc., of record in Deed Volume 278, Page 341;

Thence with the perimeter of said 5.00 acre tract the following courses:

North 62°46'50" West, a distance of 703.09 feet to a corner thereof;

South 28°54'43" West, a distance of 310.00 feet to a corner thereof;

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Page 2 of 3

South 62°46'50" East, a distance of 249.22 feet to the northerly corner of a 3.000 acre tract of land as conveyed to Leo Bulb Berbee Bulb Company, Inc., of record in Official Record 304, Page 80;

Thence with the perimeter of said 3.00 acre tract the following courses:

South 29°06'09" West, a distance of 297.70 feet to a corner thereof;

South 65°04'01" East, a distance of 383.69 feet to a northerly corner of a 0.295 acre tract of land as conveyed to State of Ohio, Department of Transportation, of record in Official Record 753, Page 893;

Thence with the perimeter of said 0.295 acre tract the following courses:

South 26°43'10" West, a distance of 120.49 feet to a corner thereof;

South 14°31'16" West, a distance of 51.66 feet to a corner thereof;

South 10°10'15" West, a distance of 37.00 feet to a corner thereof;

South 60°54'17" East, a distance of 40.00 feet to a corner thereof and in the centerline of said State Route 4 and being a point in the westerly line of a 8.095 acre tract of land as conveyed to St. Rt. 4, LLC, of record in Instrument Number 201701040000107;

Thence South 29°05'43" West, with said centerline and said westerly line, a distance of 389.21 feet to the southwesterly corner of said 8.095 acre tract and being the northwesterly corner of a said 107.32 acre tract of land;

Thence North 87°33'49" East, with the northerly line of said 107.32 acre tract of land, a distance of 46.93 feet to a point in the easterly right of way line of State Route 4;

Thence South 29°05'43" West, with the easterly right of way line and with the existing City of Marysville corporation line, of record in Resolution Number 337-03, through said 107.32 acre tract of land, through said 2.046 acre tract of land, through said 7.50 acre tract of land, a distance of 724.96 feet to a point being a corner of said existing corporation line;

Thence North 60°54'17" West, with the existing City of Marysville corporation line, of record in Resolution Number 210-07, 40.00 feet to a point in the centerline of said State Route 4 and being the southeasterly corner of said 1.00 acre tract;

Thence with the perimeter said 1.00 acre tract and continuing with said existing City of Marysville corporation line the following courses:

South 85°39'54" West, a distance of 251.74 feet to a corner thereof;

North 29°04'56" East, a distance of 208.10 feet to a corner thereof and being the northeasterly corner of 146.57 acre tract of land as conveyed to Three D Properties LLC, of record in Instrument Number 201704100002857;

Thence South 85°40'54" West, with the northerly line of said 146.57 acre tract, with the northerly line of a 10.609 acre tract of land as conveyed to The Residence at Cooks Pointe LLC, of record in Instrument Number 202105200006913 and continuing with said existing City of Marysville corporation line, a distance of 1301.33 feet to the northeasterly corner of a 15.656 acre tract of land as conveyed to The Residence at Cooks Pointe, LLC., of record in Instrument Number 201907220005543;

Thence South 85°49'06" West, continuing with said existing City of Marysville corporation line and with the northerly line of said 15.656 acre tract, a distance of 1383.13 feet to the northeasterly corner of a plat entitled "Cooks's Pointe, Section 1", of record in Plat Book 6, Page 107AB;

Thence South 85°12'38" West, continuing with said existing City of Marysville corporation line and with the northerly line of said "Cooks Pointe Section 1", a distance of 398.83 feet to a point in the centerline of State Route 31, being the southwesterly corner of said 0.1716 acre tract;

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Thence North 4°40'53" West, with said centerline of State Route 31, to a point in the existing City of Marysville corporation line of record in Resolution Number 21-178, and being the southwest corner of Amrine Meadows Section 1, Phase 1A of record in Plat Book 6, Page 153ABCD, a distance of 1252.87 feet to a point;

Thence North 84°53'47" East with said existing corporation line (Resolution No. 21-178), through the right of way of said State Route 31 and in part with the southerly line of said Amrine Meadows Section 1, Phase 1A, and in part with the southerly line of said Amrine Meadows Section 1, Phase 1B, a distance of 2016.56 feet to the **POINT OF BEGINNING** and containing 243.94 acres of land, more or less.

This annexation description of the location of the property to be annexed and is not a boundary survey as defined in O.A.C. Chapter 4733.37. The above annexation contains a distance of 8463.87 feet contiguous with the existing City of Marysville Corporation line and a total perimeter of 19330.73 feet to be annexed. 43.78% of the perimeter length is contiguous to the City of Marysville Corporation line.



CESO, Inc.

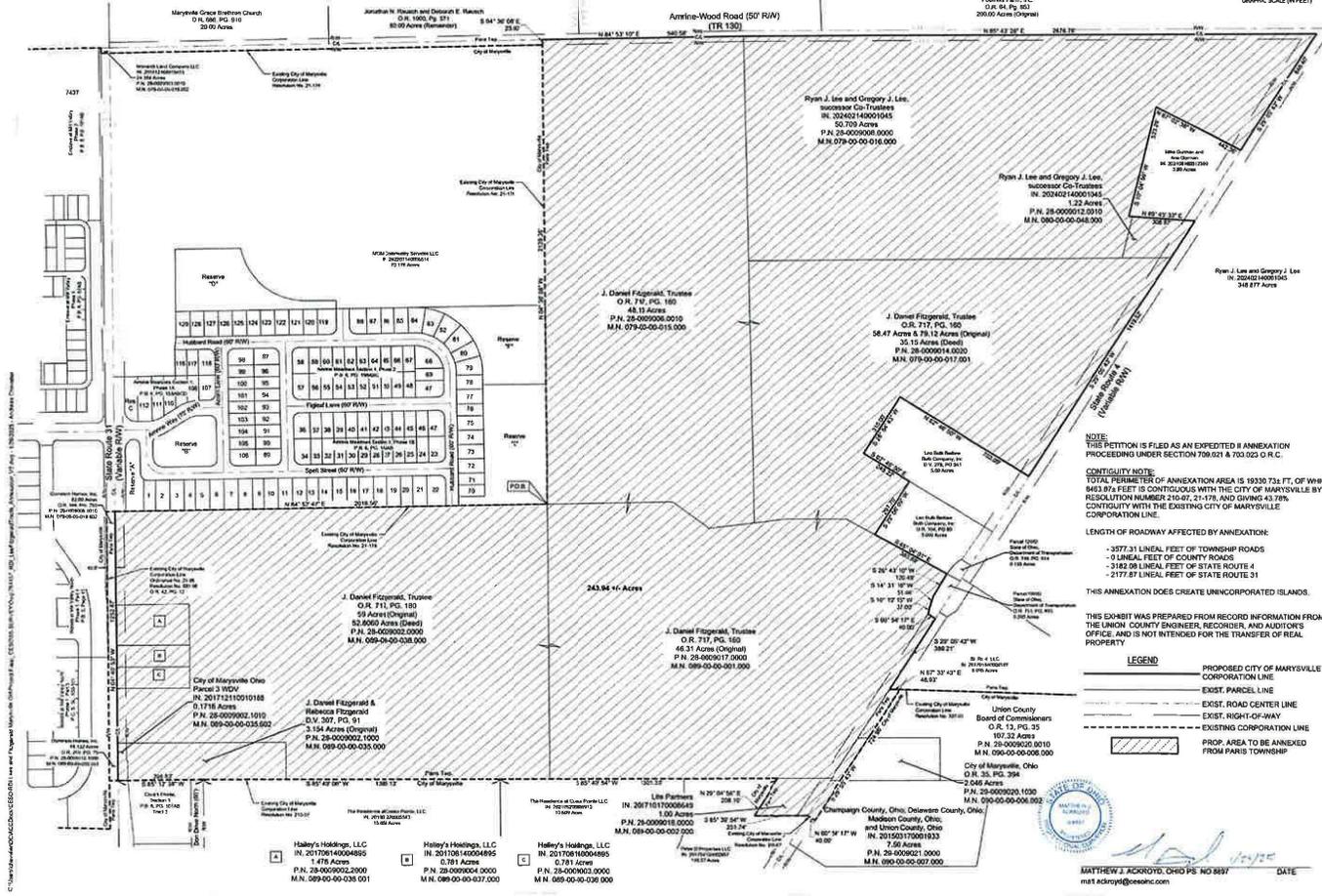
*Matthew J. Ackroyd* 1/29/25

Matthew J. Ackroyd, PS  
Registered Surveyor No. 8897

Date:

B

MAP OF TERRITORY TO BE ANNEXED  
FROM: TOWNSHIP OF PARIS  
TO: CITY OF MARYSVILLE  
SITUATED IN THE STATE OF OHIO, COUNTY OF UNION, TOWNSHIP OF PARIS,  
VIRGINIA MILITARY SURVEY NO. 5136, 5138, & 5392



NOTE:  
THIS PETITION IS FILED AS AN EXPEDITED II ANNEXATION  
PROCEEDING UNDER SECTION 709.021 & 703.023 O.R.C.

CONTIGUITY NOTE:  
TOTAL PERIMETER OF ANNEXATION AREA IS 19330.734 FT, OF WHICH  
8463.874 FEET IS CONTIGUOUS WITH THE CITY OF MARYSVILLE BY  
RESOLUTION NUMBER 21047, 21178, AND GIVING 43.78%  
CONTIGUITY WITH THE EXISTING CITY OF MARYSVILLE  
CORPORATION LINE.

LENGTH OF ROADWAY AFFECTED BY ANNEXATION:  
- 377.31 LINEAL FEET OF TOWNSHIP ROADS  
- 2 LINEAL FEET OF COUNTY ROADS  
- 3182.08 LINEAL FEET OF STATE ROUTE 4  
- 2177.57 LINEAL FEET OF STATE ROUTE 31

THIS ANNEXATION DOES CREATE UNINCORPORATED ISLANDS.  
THIS EXHIBIT WAS PREPARED FROM RECORD INFORMATION FROM  
THE UNION COUNTY ENGINEER, RECORDER, AND AUDITORS  
OFFICE AND IS NOT INTENDED FOR THE TRANSFER OF REAL  
PROPERTY

LEGEND

--- PROPOSED CITY OF MARYSVILLE CORPORATION LINE
--- EXIST. PARCEL LINE
--- EXIST. ROAD CENTER LINE
--- EXIST. RIGHT-OF-WAY
--- EXISTING CORPORATION LINE
▨ PROP. AREA TO BE ANNEXED FROM PARIS TOWNSHIP

Union County Board of Commissioners  
O.R. 13, PG. 25  
P.N. 28-000002-0010  
M.N. 090-00-006-0000

City of Marysville, Ohio  
O.R. 28, PG. 394  
P.N. 28-000002-1030  
M.N. 090-00-006-0002

Matthew J. Ackroyd, Ohio PS No 8697  
mat.ackroyd@cesocinc.com

Annexation  
of  
Towship of Paris,  
Virginia Military Survey No. 5136, 5138, & 5392

Project Number: 764467  
Scale: 1"=200'  
Drawn By: CPCS  
Checked By: MJA  
Date: 1/28/2025  
Issue: N/A  
Drawing Title: 1

UNION COUNTY COMMISSIONERS JOURNAL 2025  
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**EXHIBIT C - ADJACENT PROPERTY OWNERS**

1. Parcel No. 29-0009005.0000  
18530 St. Rte. 31  
MGM Community Services LLC  
475 S. Metro Place  
Dublin, OH 43017
2. Parcel No. 28-0004004.0000  
19118 St. Rte. 31  
Jonathan & Deborah Rausch  
19170 St. Rte. 31  
Marysville, OH 43040
3. Parcel No. 28-0004005.0000  
Amrine Wood Road  
Ryan Lee & Greg Lee, Suc. Tr.  
17421 Waldo Road  
Marysville, OH 43040
4. Parcel No. 28-0004006.1000  
Foothills Farm Inc.  
19055 St. Rt. 4  
Marysville, OH 43040
5. Parcel No. 28-0009011.000  
18645 St. Rt. 4  
Mike & Ann Gorman  
13045 Weaver Road  
Marysville, OH 43040
6. Parcel No. 28-0009026.0000  
St. Rt. 4  
Ryan Lee & Greg Lee, Suc. Tr.  
17421 Waldo Road  
Marysville, OH 43040
7. Parcel No. 28-0009015.0000, 28-0009014.0010  
Berbee Leo Bulb Co. Inc.  
Dutch Mill Greenhouse  
18443 St. Rt. 4

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Marysville, OH 43040

8. Parcel No. 28-0009022.0000  
18250 St. Rte. 4  
ST RT 4 LLC  
500 Fairwood Drive  
Marysville, OH 43040
9. Parcel No. 29-0009020.0010  
Union Co. Board of Commissioners  
18200 St. Rt. 4  
Marysville, OH 43040
10. Parcel No. 29-0009020.1030  
City of Marysville  
18148 St. Rt. 4  
Marysville, OH 43040
11. Parcel No. 29-0009021.000  
COYC  
18100 St. Rt. 4  
Marysville, OH 43040
12. Parcel No. 28-0009018.0000  
18105 St. Rt. 4  
Lite Partners  
123 W. Fifth St.  
Marysville, OH 43040
13. Parcel No. 29-0009001.5000, 29-0009001.5070  
Cooks Blvd.  
Three D Properties LLC  
125 W. Fifth St.  
Marysville, OH 43040
14. Parcel No. 29-0009005.1000  
St. Rt. 31  
Pulte Homes of Ohio LLC  
475 S. Metro Place  
Dublin, OH 43017

UNION COUNTY COMMISSIONERS JOURNAL 2025  
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15. Parcel No. 29-0009001.5030, 29-0009001.5050  
The Residences at Cooks Pointe LLC  
1805 Mill Pointe Road  
Marysville, OH 43040
16. Parcel No. 29-0025004.1440, 29-0025004.2710  
Triple Crown Way  
Mill Valley North Association  
P. O. Box 26366  
Charlotte, NC 28221
17. Parcel No. 29-0025004.1040  
406 Clydesdale Way  
Pahl & Gabriela Graham  
1050 Woodward Avenue  
Detroit, MI 48226
18. Parcel No. 29-0025004.1090  
Edward & Nesha Malek  
282 Triple Crown Way  
Marysville, OH 43040
19. Parcel No. 29-0025004.1030  
302 Triple Crown Way  
AH4R Properties Two LLC  
23975 Park Sorrento  
Calabasas, CA 91302
20. Parcel No. 29-0025004.2620  
Zachary & Lindsay Grant  
312 Triple Crown Way  
Marysville, OH 43040
21. Parcel No. 29-0025004.2610  
Arnold & Loretta Soloff  
322 Triple Crown Way  
Marysville, OH 43040
22. Parcel No. 29-0025004.2600  
332 Triple Crown Way  
Thomas & Amy Thomas  
P. O. Box 202028

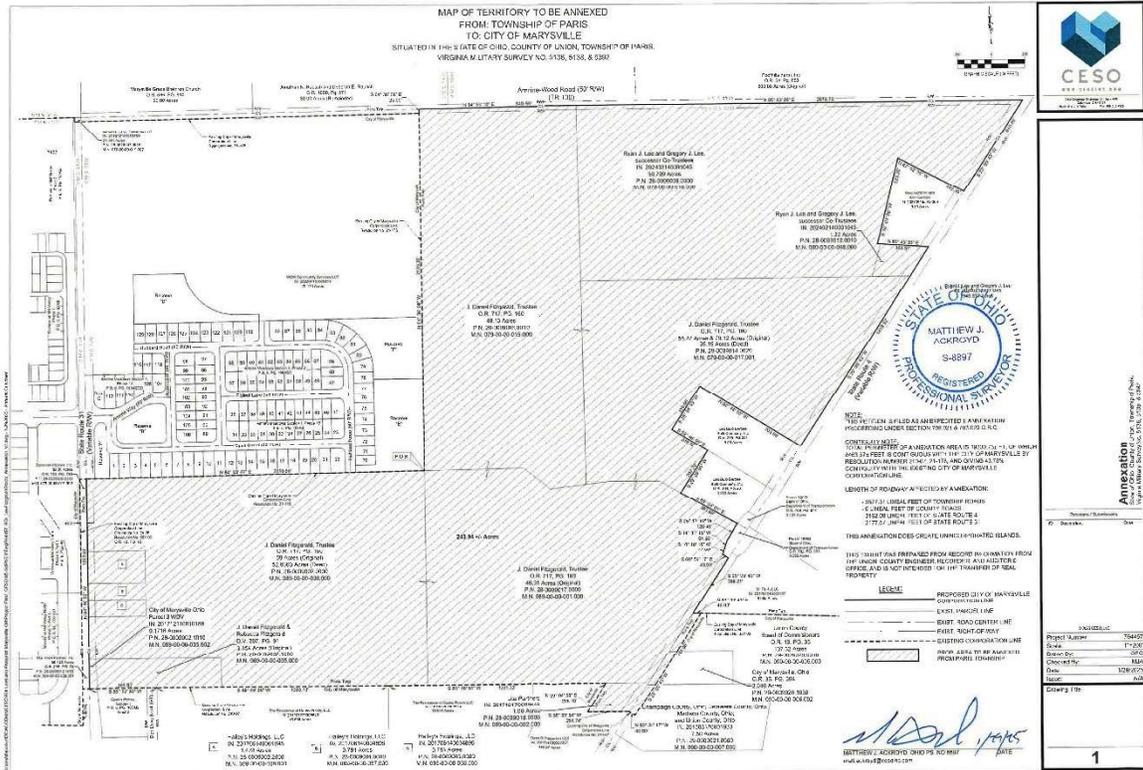
UNION COUNTY COMMISSIONERS JOURNAL 2025  
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Florence, SC 29502

- 23. Parcel No. 29-0025004.2590  
Cyndi Jones  
342 Triple Crown Way  
Marysville, OH 43040
  
- 24. Parcel No. 29-0025004.2580  
Robert & Mariah Mayfield  
352 Triple Crown Way  
Marysville, OH 43040
  
- 25. Parcel No. 29-0025004.2570  
Mary Jo & Paul Lautier  
362 Triple Crown Way  
Marysville, OH 43040
  
- 26. Parcel No. 29-0025004.2560  
Michael Gubiotti & Stephanie Hoskins  
372 Triple Crown Way  
Marysville, OH 43040
  
- 27. Parcel No. 29-0025004.2550  
Bradley Gullett  
382 Triple Crown Way  
Marysville, OH 43040

UNION COUNTY COMMISSIONERS JOURNAL 2025  
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\*Received the following Expedited Type II Petition for Annexation to the City of Marysville of 306.96 +/- Acres, More of Less, From Paris and Dover Townships:

**EXPEDITED TYPE II PETITION FOR ANNEXATION (SECTION 709.023)  
TO THE CITY OF MARYSVILLE OF 306.96 +/- ACRES, MORE OF LESS,  
FROM PARIS and DOVER TOWNSHIPS**

TO THE BOARD OF COUNTY COMMISSIONERS  
OF UNION COUNTY, OHIO

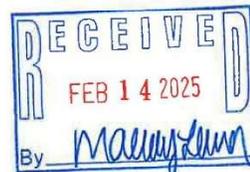
The undersigned, petitioners in the premises, and being the SOLE OWNERS OF REAL ESTATE in the territory described, consisting of 306.96+/- acres, more or less, with a total length of the annexation perimeter of 20,555.64+/- feet, more or less, in the Townships of Paris and Dover, which area is contiguous along 6,245.32 +/- feet, or 30.38% is contiguous to the City of Marysville, do hereby pray that said territory be annexed to the City of Marysville, according to the statutes of the State of Ohio and that no island of unincorporated area will be created by the annexation.

A full and accurate description and a plat of said territory so prayed to be annexed are attached hereto as Exhibits "A" and "B" and made part hereof.

In support of said Petition, the petitioners state that they are the SOLE OWNERS OF THE REAL ESTATE within the territory so prayed to be annexed

Thomas L. Hart, whose address is Painter & Associates, LLC, 5029 Cemetery Road, Hilliard, OH 43026, is hereby appointed agent for the undersigned Petitioners, as required by Section 709.02 of the Revised Code of Ohio. Said agent is hereby authorized to make any amendment and/or deletion which in his absolute and complete discretion is necessary or proper under the circumstances then existing, and in particular to make such amendment in order to correct any discrepancy or mistake noted by the UNION County Engineer in his examination of an amended plat and description to the Board of Commissioners on, before, or after the date set for hearing on this Petition.

**"WHOEVER SIGNS THIS PETITION EXPRESSLY WAIVES THEIR RIGHT TO APPEAL IN LAW OR EQUITY FROM THE BOARD OF COUNTY COMMISSIONERS' ENTRY OF ANY RESOLUTION PERTAINING TO THE SPECIAL ANNEXATION PROCEDURE, ALTHOUGH A WRIT OF MANDAMUS MAY BE SOUGHT TO COMPEL THE BOARD TO PERFORM ITS DUTIES REQUIRED BY LAW FOR THIS SPECIAL ANNEXATION PROCEDURE."**



UNION COUNTY COMMISSIONERS JOURNAL 2025

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COUGAR STATE FARMS LIMITED PARTNERSHIP  
3160 Kingsmead Trace  
Dublin, OH 43017

By: John Hen/Owner  
Name/Title

DATE: 1/15/2025

THE MARYSVILLE LAND COMPANY LLC  
8000 Walton Parkway, Ste. 200  
New Albany, OH 43054

By: Brent B. Breckley Vice President  
Name/Title Brent B. Breckley

DATE: 12/03/2024

Steven R. Elliott, Trustee 11-14-24

Steven R. Elliott, Trustee                      Date  
14802 Watkins Road  
Marysville, OH 43040

Karl R. Martin 11/11/2024

Karl R. Martin                                      Date

Marilyn V. Martin 11/11/2024

Marilyn V. Martin                                Date

14872 Watkins Road  
Marysville, OH 43040

Joan H. Robinson 11/11/24

Joan H. Robinson                                Date

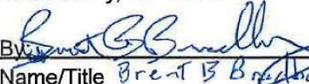
UNION COUNTY COMMISSIONERS JOURNAL 2025  
February 19, 2025

COUGAR STATE FARMS LIMITED PARTNERSHIP  
3160 Kingsmead Trace  
Dublin, OH 43017

By: \_\_\_\_\_  
Name/Title

DATE: \_\_\_\_\_

THE MARYSVILLE LAND COMPANY LLC  
8000 Walton Parkway, Ste. 200  
New Albany, OH 43054

By:  Vice President  
Name/Title Brent B Bradbury

DATE: 12/03/2024

\_\_\_\_\_  
Steven R. Elliott, Trustee                      Date  
14802 Watkins Road  
Marysville, OH 43040

\_\_\_\_\_  
Karl R. Martin                                      Date

\_\_\_\_\_  
Merilyn V. Martin                                Date  
14872 Watkins Road  
Marysville, OH 43040

\_\_\_\_\_  
Joan H. Robinson                                Date

UNION COUNTY COMMISSIONERS JOURNAL 2025  
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COUGAR STATE FARMS LIMITED PARTNERSHIP  
3160 Kingsmead Trace  
Dublin, OH 43017

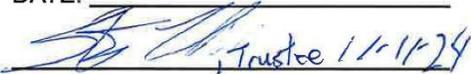
By: \_\_\_\_\_  
Name/Title

DATE: \_\_\_\_\_

THE MARYSVILLE LAND COMPANY LLC  
8000 Walton Parkway, Ste. 200  
New Albany, OH 43054

By: \_\_\_\_\_  
Name/Title

DATE: \_\_\_\_\_

  
\_\_\_\_\_  
Steven R. Elliott, Trustee                      Date  
14802 Watkins Road  
Marysville, OH 43040

\_\_\_\_\_  
Karl R. Martin                                      Date

\_\_\_\_\_  
Marilyn V. Martin                                Date  
14872 Watkins Road  
Marysville, OH 43040

\_\_\_\_\_  
Joan H. Robinson                                Date

UNION COUNTY COMMISSIONERS JOURNAL 2025  
February 19, 2025

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COUGAR STATE FARMS LIMITED PARTNERSHIP  
3160 Kingsmead Trace  
Dublin, OH 43017

By: \_\_\_\_\_  
Name/Title

DATE: \_\_\_\_\_

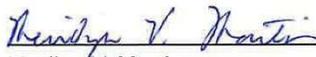
THE MARYSVILLE LAND COMPANY LLC  
8000 Walton Parkway, Ste. 200  
New Albany, OH 43054

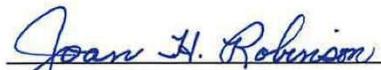
By: \_\_\_\_\_  
Name/Title

DATE: \_\_\_\_\_

\_\_\_\_\_  
Steven R. Elliott, Trustee                      Date  
14802 Watkins Road  
Marysville, OH 43040

 11/11/2024  
\_\_\_\_\_  
Karl R. Martin                                      Date

 11/11/2024  
\_\_\_\_\_  
Marilyn V. Martin                                  Date  
14872 Watkins Road  
Marysville, OH 43040

 11/11/24  
\_\_\_\_\_  
Joan H. Robinson                                  Date



UNION COUNTY COMMISSIONERS JOURNAL 2025  
February 19, 2025

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EXHIBITS

Exhibit A - Legal Description of Proposed Annexation

Exhibit B - Plat Survey of Proposed Annexation

Exhibit C - Adjacent Property Owners to Proposed Annexation

**UNION COUNTY COMMISSIONERS JOURNAL 2025**  
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**LEGAL DESCRIPTION**

**Description of 306.96 +/- Acres to be annexed from Paris and Dover Township  
to City of Marysville**

Situated in the State of Ohio, County of Union, Township of Paris and Dover, Virginia Military Survey 3350 and 5135, being all of a 284.995 acre tract as conveyed to Cougar State Farms Limited Partnership, of record in Deed Book 339, Page 59, all of a 6.48 acre tract as conveyed to Steven R. Elliott, Trustee of the Steven R. Elliott Family Trust dated January 17, 2024, of record in Instrument Number 202402270001345, all of a 1.585 acre tract as conveyed to Karl R. Martin, Sr. and Marilyn v. Martin, of record in Instrument Number 201912060010125, all of a 0.952 acre tract as conveyed to The Marysville Land Company LLC, of record in Instrument Number 202411010008183, all of a 2.084 acre tract as conveyed to The Marysville Land Company LLC, of record in Instrument Number 202410150007653, all of Lots 2-5 of Marmax Subdivision, of record in Plat Book 3, Page 360, all deed references refer to the records of the Recorder's Office, Union County, Ohio and being more particularly described as follows:

**BEGINNING** at the northeasterly corner of Lot 1 of said Marmax Subdivision, being in the centerline of Watkins Road (C.H. #104-A);

Thence North 83°44'34" West, with said centerline, a distance of 299.93 feet to the northwest corner of said Lot 1;

Thence South 6°58'47" West, with the easterly line of Lot 2, a distance of 231.20 feet to the southeasterly corner of Lot 2 and in a northerly line of the existing City of Marysville corporation line of Instrument Number 202404080002419 and Resolution Number 23-475 and Ordinance Number 006-2024;

Thence continuing with said Corporation line and the northerly perimeter of a 69.725 acre tract as conveyed to Janibo Farms, LLC, of record in Instrument Number 202303080001593 the following courses:

North 83°36'07" West, with the southerly of said Marmax subdivision, a distance of 602.64 feet to the southwesterly corner of said Lot 5;

North 6°18'11" West, with the westerly line of said Lot 5, a distance of 229.06 feet to the northwesterly corner of Lot 5 and in the centerline of Watkins Road;

North 83°35'05" West, with said centerline, a distance of 143.83 feet to the northeasterly corner of said 2.084 acre tract;

South 6°13'05" West, with the easterly line of said 2.084 acre tract, a distance of 372.25 feet to the southeasterly corner thereof;

North 83°38'24" West, with the southerly line of said 2.084 acre tract, a distance of 201.93 feet to the southwesterly corner thereof;

North 6°10'05" West, with the westerly line of said 2.084 acre tract, a distance of 381.61 feet to the northwesterly corner thereof and in the centerline of Watkins Road;

North 83°35'05" West, with said centerline, a distance of 324.56 feet to the northeasterly corner of said 0.952 acre tract;

South 6°24'41" East, with the easterly line of said 0.952 acre tract, a distance of 250.29 feet to the southeasterly corner thereof;

South 83°35'19" West, with the southerly line of said 0.952 acre tract, a distance of 155.04 feet to the southwesterly corner thereof, in the easterly line of a 97.295 acre tract as conveyed to Ryan J. Lee and Gregory J. Lee, of record in Instrument Number 202402140001046;

Thence continuing with said Corporation line the following courses:

North 6°22'05" West, with the easterly line of said 97.295 acre tract, a distance of 285.54 feet to the northeasterly corner thereof and being in said centerline of Watkins Road;

North 83°45'41" West, with said centerline and the northerly line of said 97.295 acre tract, a distance of 570.55 feet to northeast corner of a 1.14 acre tract as conveyed to Lisa Sue Guenther, of record in Instrument Number 202109010011713;

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Thence North 83°45'41" West, with said centerline and the northerly line of said 1.14 acre tract, a distance of 81.04 feet to the southwesterly corner of the aforementioned lands of Elliott, trustee and the southeasterly corner of a 117.70 acre tract as conveyed to Ryan J. Lee, Gregory J. Lee, and Janibo Farms, LLC, of record in Instrument Number 202404190002720;

Thence North 5°29'05" West, with aforesaid corporation line and the westerly line of said Elliott, Trustee lands, 6.48 acre tract and said 284.995 acre tract and the easterly line of said 117.70 acre tract, a distance of 2728.02 feet to the northwesterly corner of said 284.955 acre tract, being the northeasterly corner of said 117.70 acre tract and being in the southerly line of a 21.87 acre tract as conveyed to Dorothy G. Cotton, Trustee of the Dorothy G. Cotton Living Trust Agreement dated March 18, 1999, of record in Official Record 174, Page 109;

Thence with the perimeter of said 284.995 acre tract the following courses:

North 74°50'49" East, with the southerly line of said 21.87 acre tract, a distance of 4173.22 feet to the northwesterly corner of a 116.971 acre tract as conveyed to Daniel M. Theisen and Sheila O. Theisen, Trustee of the Theisen Family Revocable Trust, Dated October 4, 2019, of record in Instrument Number 201910100008314;

Thence continuing with the perimeter of said 284.995 acre tract and the perimeter of said 116.971 acre tract the following courses:

South 31°55'10" East, a distance of 227.16 feet to a point;

South 36°16'08" East, a distance of 206.42 feet to a point;

South 39°46'12" East, a distance of 255.81 feet to a point;

South 53°25'42" East, a distance of 45.79 feet to a point;

South 64°26'07" East, a distance of 100.31 feet to a point;

South 73°12'05" East, a distance of 157.82 feet to a point;

South 67°01'20" East, a distance of 287.40 feet to the northwesterly corner of a 7.842 acre tract as conveyed to Michael R. Miller and Lynn F. Miller, of record in Deed Book 311, Page 693;

Thence continuing with the perimeter of said 284.995 acre tract the following courses:

South 1°12'08" East, with the westerly line of said 7.842 acre tract, a distance of 547.19 feet, to a point in the centerline of Jolly Road (T.H. #109) (50' right of way);

South 8°42'07" East, with the westerly line of said 7.842 acre tract, with said centerline, and the westerly line of a 16.9887 acre tract as conveyed to Adam N. Darst and Amber J. Darst, of record in Instrument Number 201812050009569, a distance of 560.06 feet, to the northeast corner of a 8.19 acre tract as conveyed to Aaron Keighley and Megan Keighley, of record in Instrument Number 201605030003320;

South 85°10'51" West, with the northerly line of said 8.19 acre tract and the northerly line of a 49.97 as conveyed to Brett M. Tossey and Allison Paden Green-Tossey, of record in Instrument Number 201611150009454, a distance of 2641.75 feet to the northwesterly corner thereof;

South 7°53'24" East, with the westerly line of said 49.97 acre tract, a distance of 1015.74 feet, to the southwesterly corner thereof;

North 85°27'38" East, with the southerly line of said 49.97 acre tract, a distance of 1277.63 feet to the northwesterly corner of a 17.892 acre tract as conveyed to Jennie B. Parks and Gregory T. Parks, of record in Instrument Number 201910090008284;

South 4°15'52" East, with the westerly line of said 17.892 acre tract, a distance of 979.81 feet to the southwesterly corner thereof, being in the centerline of Watkins Road and in the northerly line of a 2.412 acre tract as conveyed to Michael D. Clever and Cheryl R. Clever, of record in Official Record 797, Page 154;

South 85°38'13" West, with said centerline, with the northerly lines of said 2.412 acre tract, and a 3.259 acre tract as conveyed to Patricia Ann Wilson, of record in Deed Book 339, Page 407, and a 3.033 acre tract as conveyed to Bernard E. Noland and Diane E. Noland, of record in Deed Book 332, Page 636, a distance of 850.87 feet, to a point;

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South 86°23'46" West, continuing with said centerline and the northerly line of a 3.84 acre tract conveyed to Mark D. Clarridge and Rebecca A. Clarridge, of record in Official Record 13, Page 648, a distance of 371.17 feet, to the **POINT OF BEGINNING** containing 306.96 +/- acres, more or less.

The total perimeter of annexation area is 20555.64 feet, of which 6245.32 feet are contiguous with the City of Marysville, giving 30.38% contiguity.

Subject to all covenants, restrictions, reservations and easements contained in any instrument of record pertaining to the above described tract of land.

This description was prepared for annexation purposes only.

The bearings shown above are based on the Ohio State Plane Coordinate System, North Zone, NAD 83 (2011).



CESO Inc.

*Matthew J. Ackroyd* 1/9/25  
Matthew J. Ackroyd, PS  
Registered Surveyor No. 8897



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EXHIBIT C - ADJACENT PROPERTY OWNERS

1. Parcel No. 11-0009032.0000  
54.1220 ac, US 36  
Jerry L. Feucht  
14742 US Rte. 36  
Marysville, OH 43040
2. Parcel No. 11-0009048.0000  
Dwight C. Shuler  
13917 U.S. 36  
Marysville, OH 43040
3. Parcel No. 11-0009027.0000  
16257 Myers Road  
Daniel M. Theisen & Sheila O. Theisen, Trustees  
1191 Curve Road  
Delaware, OH 43015
4. Parcel No. 11-0009037.0000  
Michael R. & Lynn F. Miller  
16138 Jolly Road  
Marysville, OH 43040
5. Parcel No. 11-0009038.0000  
Adam N. & Amber J. Darst  
16000 Jolly Road  
Marysville, OH 43040
6. Parcel No. 11-0009035.0000  
Aaron & Megan Keighley  
15953 Jolly Road  
Marysville, OH 43040
7. Parcel No. 11-0016017.0000  
Gregory T. & Jennie B. Parks  
14128 Watkins Road  
Marysville, OH 43040
8. Parcel No. 11-0016022.0000  
Michael D. & Cheryl R. Clever

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14169 Watkins Road  
Marysville, OH 43040

9. Parcel No. 11-0016021.0000  
Patricia A. Wilson  
14215 Watkins Road  
Marysville, OH 43040
10. Parcel No. 11-0016020.0000  
Bernard E. Nolan, Jr. & Diane E. Noland  
14249 Watkins Road  
Marysville, OH 43040
11. Parcel No. 11-0016019.0000  
14311 Watkins Road  
Mark D. & Rebecca A. Clarridge  
P O. Box 413  
Marysville, OH 43040
12. Parcel No. 28-0017038.0000  
Joshua A. & Ashley L. Honaker  
14381 Watkins Road  
Marysville, OH 43040
13. Parcel No. 28-0017043.0000  
69.725 acres, Watkins Road  
Janibo Farms, LLC  
17421 Waldo Road  
Marysville, OH 43040
14. Parcel No. 28-0017045.0010  
15041 Watkins Road  
Gary J. Lee  
17421 Waldo Road  
Marysville, OH 43040
15. Parcel No. 28-0017046.0000  
Lisa S. Guenther  
14821 Watkins Road  
Marysville, OH 43040
16. Parcel No. 28-0017032.0000

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Kevin G. Bennington, Trustee, et al.  
117.70 acres, Watkins Road  
P. O. Box 357  
Williamsport, OH 43164

17. Parcel Nos. 28-0017053.0000 and 11-0009047.0000  
US 33 and US 36  
Dorothy G. Cotton, Trustee  
145 Colemans Crossing  
Marysville, OH 43040
  
18. Parcel No. 28-0017017.1000  
14745 US Rte. 36  
Jasbir & Jatinder Singh  
1130 Burrow Court  
Marysville, OH 43040



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\*Commissioner Steve Robinson adjourned the meeting at 11:24 a.m.

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The preceding Minutes were read and approved March 5, 2025.

  
Digitally signed by Steve Robinson  
DN: cn=Steve Robinson,  
o=Commissioners, ou=Commissioner,  
email=mlehman@unioncountyohio.g  
ov, c=US  
Date: 2025.03.05 13:08:13 -05'00'  
Adobe Acrobat version:  
2020.005.30748

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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: 2025.03.05 13:08:39 -05'00'  
Adobe Acrobat version: 2020.005.30748

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David A. Lawrence  
Commissioner

  
Digitally signed  
by Tom McCarthy  
Date: 2025.03.05  
13:10:09 -05'00'

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Tom McCarthy  
Commissioner

  
Digitally signed by Mallory Lehman  
DN: cn=Mallory Lehman,  
o=Commissioners, ou=Assistant  
Clerk to the Board,  
email=mlehman@unioncountyohio  
.gov, c=US  
Date: 2025.03.05 13:10:32 -05'00'  
Adobe Acrobat version:  
2020.005.30748

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Mallory Lehman, Clerk to the Board