UNION COUNTY COMMISSIONERS JOURNAL 2022 July 6, 2022

The Union County Commissioners met in regular session this 6th day of July, 2022 with the following members present:

Steve Robinson, President
Dave Burke, Vice President
Christiane Schmenk, Commissioner
Bill Narducci, County Administrator
Letitia Rayl, Assistant County Administrator/Budget Officer
Sara Early, Clerk to the Board

* * *

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

* * *

*Thayne Gray, Assistant Prosecuting Attorney and Mike Williamson, Marysville Journal Tribune were in attendance.

* * *

* Commissioner Robinson, Tom Stephens, Union County Daily Digital and ipad(3) were in attendance remotely.

* * *

*Old Business:

Tornado Siren/Fire Tone Fiber Project

County Administrator Narducci stated that he has spoken with Brad Gilbert and they will organize a meeting to discuss the scope of things and how to move forward.

* * *

RESOLUTION NO. 22-232:

Approve the Minutes from the June 29, 2022, Meeting-Commissioners

The County Commissioners approved the minutes from the June 29, 2022, meeting.

A motion was moved by <u>Christiane Schmenk</u> and seconded by <u>Dave Burke</u> to approve this Resolution and was carried by the following vote:

Dave Burke, Yea Christiane Schmenk, Yea

* * *

RESOLUTION NO. 22-233:

Appointments to the Local Emergency Planning Committee (LEPC)

Appointments to the Local Emergency Planning Committee (LEPC)

The Commissioners do hereby appoint Randy Riffle, Jamie Patton, Tom Morgan, Steve Robinson, Brad H. Gilbert, Kathy Brown, Sean Breckenridge, Doug Stewart, Rick Roush, Marcia Dreiseidel, Jack Marshal, Chad Williamson, Atticus Garden, Gene Miller, Matt Betz, Jim Strayton, Rob Jostes, and Tim Hansley to the Local Emergency Planning Committee (LEPC).

Terms: 08/01/2021 through 07/31/23

c/o Ohio EPA, Lazarus 50 W. Town St., Ste. 7		ent Center	Local Em	erge	ncy Planning Committee:	Union				
PO Box 1049 Columbus, OH 43216-1049			From 8	From 8 / 1 /2021 through 7 / 31 /2023						
Representing		Name	C Selection		Title	Employer	LEPC Officer			
Fire		Randy Riffle	ffle		Chief	Northern Union Co. Fire				
Law Ja		Jamie Patton			Sheriff	Union Co. Sheriff	⊠ 3			
		Tom Morgan			Chief Deputy	Union Co. Sheriff				
Elected Official		Steve Robinson			County Commissioner	Union County				
Emergency Mana	gement	Brad H Gilbert		_	Director	Union County EMA	□ □ 2			
Emergency management		Kathy Brown			Deputy Director	Union County EMA	⊠1			
Hospital		Sean Breckenrid	ge		Safety/Preparedness	Memorial Hospital	⊠ 5			
		ocum or concurrage								
First Aid / EMS		Doug Stewart			Chief	Jerome Twp. Fire				
Health		Rick Roush			Emergency Preparedness	Union Co. Health Dept	⊠ 4			
Environmental		Marcia Dreiseidel		_	Director Environmental	Union Co. Health Dept.				
Transportation		Jack Marshal		-	District Manager	Ohio Dept Transportation	+ -			
Transportation		, and the state of		_						
Media		Chad Williamson			Managing Editor	Marysville Journal Tribune				
Community Group		Atticus Garden		Disaster Program Manager	American Red Cross					
G		Gene Miller		Director of Operations	The Hope Center					
Industry		Matt Betz			Utilities Engineer	Nestle PTC				
Other Jim Strayton		Jim Strayton	Strayton		Battalion Chief / Haz-Mat	Marysville Fire				
Rob Jostes				Chief of Operations	Union Co. EMA					
Other Tim Hansley			County Admir		Union County					
!!!- !6.6.**	d===6°					(2) amazzanau anazzir atau (1) ufac			
*indicate if follov		er positions: (1) i etary	intormatio	on co	oorginator; (2) chairperson;	(3) emergency coordinator; (4)	+) vice			

A motion was moved by <u>Christiane Schmenk</u> and seconded by <u>Dave Burke</u> to approve this Resolution and was carried by the following vote:

* * *

RESOLUTION NO. 22-234:

Appointments of Replacements to the Local Emergency Planning Committee (LEPC)

Appointments to the Local Emergency Planning Committee (LEPC)

The Commissioners do hereby appoint the following individuals to the Local Emergency Planning Committee: Adam Schultz replacing Marcia Dreiseidel, Erin Mitchell replacing Rick Roush, and Bill Narducci replacing Tim Hansley.

The terms are as follows:

Adam Schultz: 5/27/2022 through 7/31/2023

Erin Mitchell: 5/31/2022 through 7/31/2023

Bill Narducci: 6/3/2022 through 7/31/2023

Ohio	State Emergency Response Commission		rgency Planni n for Appointn	ng Committee nent	
/o Ohio EPA, Lazari i0 W. Town St., Ste.	us Government Center 700	Local Emergency F	Planning Committe	Union	
Columbus, OH 4321	6-1049 F	rom 5 / 27	/ 2022 through	7 / 31 / 2023	
ame Adam Schul	tz				
itle Director of E	nvironmental Health				
mployed at Unio	n County Health Departme	ent			
Fire Law Elected Officia Emergency M Hospital First Aid Health Environmenta Transportation Media Community G	anagement				
Other:					
Information C Emergency Co Chairperson Vice Chairpers Secretary	oordinator				
County Commission	Oner Name Bullu	Signature		Date Signed	b22

Replacing Marcia Driedsidel

Ohio State Emergency Response Commission Local Emergency Planning Committee Application for Appointment
c/o Ohio EPA, Lazarus Government Center 50 W. Town St., Ste. 700 Union Local Emergency Planning Committee:
Columbus, OH 43216-1049 From 5 / 31 / 2022 through 7 / 31 / 2023
Name Erin Mitchell
Title Emergency Preparedness Coordinator
Employed at Union County Health Department
Fire Law Elected Official Emergency Management Hospital First Aid Health Environmental Transportation Media Community Group Industry Other:
LEPC Officer
☐ Information Coordinator ☐ Emergency Coordinator ☐ Chairperson ☐ Vice Chairperson ☐ Secretary
County Commissioner Name Signature Date Signed 97 101 1022

Replacing Rick Roush

Ohio	State Emergency Response Commission	Local Emergency Plannin	
50 W. Town St., Ste.	us Government Center 700 Lo	ocal Emergency Planning Committe	e: Union
Columbus, OH 4321	6-1049 Fr	om 6 / 3 / 2022 through	7 / 31 / 2023
Name Bill Narduce	ci		
Title Union Count	y Administrator		
Employed at Unio	on County		
Fire Law Elected Offici Emergency M Hospital First Aid Health Environmenta Transportation Media Community G Industry Mother:	anagement al		
LEPC Officer			
Information C Emergency Co Chairperson Vice Chairper Secretary	oordinator son		
County Commission	an Burlu	Signature	Date Signed 07 06 2022

A motion was moved by <u>Christiane Schmenk</u> and seconded by <u>Dave Burke</u> to approve this Resolution and was carried by the following vote:

Dave Burke, Yea Christiane Schmenk, Yea

* * *

RESOLUTION NO. 22-235

<u>Agreement for Title IV-E Agencies and Providers for the Provision of Child Placement – Union</u> County Department of Job and Family Services

The County Commissioners do hereby approve the Agreement for Title IV-E Agencies and Providers for the Provision of Child Placement – Union County Department of Job and Family Services.

Ohio Department of Job and Family Services

AGREEMENT FOR TITLE IV-E AGENCIES AND PROVIDERS FOR THE PROVISION OF CHILD PLACEMENT

This Agreement sets forth the terms and conditions between the parties for placement services for children who are in the care and custody of the Agency named below.

This Agreement is between Union County Department of Job and Family Services, a Title IV-E Agency, hereinafter "Agency", whose address is:

Union County Department of Job and Family Services 940 London Ave Ste 1800 Marysville, OH 43040

and National Youth Advocate Program, hereinafter "Provider," whose address is:

National Youth Advocate Program 1801 Watermark Dr Ste 200 Columbus, OH 43215

Collectively the "Parties".

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ADDENDA TO THIS A	GREEMENT

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RECITALS

WHEREAS, the Agency is responsible under Ohlo Revised Code (ORC) Title 51, Chapter 5153 for the provision of protective services for dependent, neglected, and abused children; and,

WHEREAS, the Agency is authorized under ORC Title 51, Chapter 5153.16 to provide care and services which it deems to be in the best interest of any child who needs or is likely to need public care and services; and,

WHEREAS, the Provider is an organization duly organized and validly existing and is qualified to do business under the laws in the State of Ohio or in the state where the Provider of services is located and has all requisite legal power and authority to execute this Agreement and to carry out its terms, conditions and provisions; and is licensed, certified or approved to provide services to children and families in accordance with Ohio law or the state where the Provider of services is located.

NOW, THEREFORE, in consideration of the mutual promises and responsibilities set forth herein, the Agency and Provider agree as follows:

Article I. SCOPE OF PLACEMENT SERVICES

In addition to the services described in Exhibit I-Scope of Work, Provider agrees to provide and shall provide the placement and related services specified in each Individual Child Care Agreement (ICCA) for children in the care and custody of the Title IV-E Agency. The ICCA shall be consistent with current federal, state and local laws, rules and regulations applicable to the Provider's license or certified functions and services. If an Agreement and ICCA both exist, the Agreement supersedes.

See Addendum 1 for additional details.

Section 1.01 FOR AGREEMENTS COMPETITIVELY PROCURED

Without limiting the services set forth herein, Provider will provide the Services pursuant to and consistent with the Requests for Proposals (RFP) and the Provider's Proposal submitted in response to the RFP, the Provider agrees to provide and shall provide the placement and related services described in Exhibit I-Scope of Work.

Section 1.02 FOR AGREEMENTS NOT COMPETITIVELY PROCURED

The Provider agrees to provide and shall provide the placement and related services described in the Exhibit J- Scope of Work.

Section 1.03 EXHIBITS

The following exhibits are deemed to be a part of this Agreement as if fully set forth herein:

- A. Exhibit I Scope of Work;
- B. Exhibit II Request for Proposals (if applicable);
- Exhibit III Provider's Response to the Request for Proposals (if applicable); and
- Exhibit IV Schedule A Rate Information.

Article II. TERM OF AGREEMENT

This Agreement is in effect from 01/01/2022 through 12/31/2022, unless this Agreement is suspended or terminated pursuant to Article IX prior to the termination date.

In addition to the initial term described above, this Agreement may be extended, at the option of the Agency and upon written agreement of the Provider. Notice of Agency's intention to extend the Agreement shall be provided in writing to Provider no less than 90 calendar days before the expiration of any Agreement term then in effect. (If a previous Request for Proposal [RFP] allows, the Agreement may be extended for a period of time to ensure adequate completion of the Agency's competitive procurement process at the rates existing for the term then in effect.)

Article III. ORDER OF PRECEDENCE

This Agreement and all Exhibits are intended to supplement and complement each other and shall, where possible, be

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so interpreted. However, if any provision of this Agreement irreconcilably conflicts with an Exhibit, this Agreement takes precedence over the Exhibit(s).

In the event there is an inconsistency between the Exhibit(s), the inconsistency shall be resolved in the following order:

A. Exhibit I: Scope of Work; then

B. Exhibit II: Request for Proposals (if applicable); then

Exhibit III: Provider's Proposals (if applicable); then

Exhibit IV: Title IV-E Schedule A Rate Information.

See Addendum 2 for additional details.

Article IV. DEFINITIONS GOVERNING THIS AGREEMENT

The following definitions govern this Agreement:

- Agreement means this Agreement, addenda and exhibits thereto.
- B. Material Breach shall mean an act or omission that violates or contravenes an obligation required under the Agreement and which, by itself or together with one or more other breaches, has a negative effect on, or thwarts the purpose of the Agreement as stated herein. A Material Breach shall not include an act or omission, which has a trivial or negligible effect on the quality, quantity, or delivery of the goods and services to be provided under the Agreement.
- C. Child(ren) means any person under eighteen years of age or a mentality or physically handicapped person under twenty-one years of age in the Agency's custody and under the care of the Provider for the provision of placement services.
- D. All other definitions to be resolved through Federal Regulations, Ohio Administrative Code (OAC) 5101:2-1-01 and any related cross-references.

Article V. PROVIDER RESPONSIBILITIES

- A. Provider agrees to participate with Agency in the development and implementation of the Case Plan and ICCA including participation in case reviews and / or semi-annual administrative reviews, and the completion of reunification assessments for the children in placement with the Provider. Parties shall make best efforts to share information timely regarding participants and contact information involved with planning efforts related to children and families.
- B. Provider agrees to provide services agreed to in the Case Plan and ICCA (i.e.,transportation of children for routine services, including, but not limited to, court hearings, medical appointments, school therapy, recreational activities, visitations/family visits) unless otherwise negotiated in writing as an attachment to this Agreement. Any disputes involving services or placement will be resolved through mutual-agreement and modification to the ICCA. Provider agrees the Agency is the final authority in the process. The cost of providing these services is to be included in the Agency approved per diem.
- C. Provider agrees to ensure that any and all persons who may act as alternative caregivers or who have contact with the children are suitable for interaction pursuant to all applicable federal, state and local laws and regulations.
- Provider agrees that all caregivers must be approved by the Agency.
- E. Provider agrees to submit a progress report as negotiated by the parties for each child. The progress report will be based on the agreed upon services to be delivered to the child and/or family and will include documentation of services provided to the child and/or discharge summary. If Monthly Progress Reports are not received within 90 calendar days following the month of service provision, payment may be withheld at the Agency's discretion.
 - Monthly Progress Reports shall be submitted by the 20th of the month following the month of service.
 - The Monthly Progress Report will include the following medical related information:
 - Service type (i.e. medical, dental, vision, etc.);

- b. Date(s) of service;
- c. Reason for visit (i.e. routine, injury, etc.);
- d. Practitioner name, address and contact number,
- e. Name of hospital, practice, urgent care, etc.;
- f. Prescribed medications and dosages;
- g. Date(s) medication(s) were prescribed or changed; and
- h. Changes to medications.
- F. Placement changes, emergency or non-emergency, shall occur only with the approval of the Agency. The following information shall be provided to the Agency for all placement changes: Name, address and phone number of the new foster home or other out-of-home care setting, the license/home study of the new care provider within 24 hours, excluding weekends and holidays.
- Provider agrees to notify all Agencies who have children placed in the same caregiver's home/group home/CRC when any child residing in the placement is critically injured or dies in that location. Notification will be made to the Agencies' Child Abuse/Neglect Hotline number or assigned Caseworker immediately.
- H. Notification to the Agency of Emergency Critical Incidents shall occur ASAP but no later than one hour of the Incident becoming known. Notification will be made to the Agency via the Agency's Child Abuse/Neglect Hottine or assigned Caseworker or by other established system. Critical incidents are those incidents defined in the Ohio Administrative Code that are applicable to the licensed or certified programs (ODJFS 5101:2-7-14, 5101:2-9-23 ODMHAS 5122-30-16, 5122-26-13, OAC 5123-17-02).

Emergency situations include but are not limited to the following:

- Absent Without Leave (AWOL);
- Child Alleging Physical or Sexual Abuse / Neglect;
- Death of Child;
- Illicit drug/alcohol use; Abuse of medication or toxic substance;
- Sudden injury or illness requiring an unplanned medical treatment or visit to the hospital;
- Perpetrator of Delinquent/Criminal Act (Assault, Dangerous Behaviors, Homicidal Behaviors);
- School Expulsion / Suspension (formal action by school);
- Self-Injury (Suicidal Behaviors, Self-Harm Requiring external Medical Treatment, Hospital or ER);
- Victim of assault, neglect, physical or sexual abuse; and
- The filing of any law enforcement report involving the child.
- The Provider also agrees to notify the Agency within Twenty-four (24) hours, of any non-emergency situations. Non-emergency situations include but are not limited to the following:
 - When physical restraint is used/applied; and
 - Medication lapses or errors.

Notification will be made to the Agency via the Agency's Child Abuse Neglect Hotline / assigned Caseworker or by other established notification system.

Documentation of the emergency and non-emergency incidents as identified in "H and I" above shall be provided to the Agency via email, fax or other established notification system within 24 hours excluding weekends and holidays.

The Provider agrees to submit each child's assessment and treatment plans as completed but no later than the 30th day of placement. Provider further agrees to provide treatment planning that will include, but is not limited to, education on or off site, preparation for integration into community-based school or vocational/job skills training, community service activities, independent living skills if age 14 or older, monitoring and supporting community adjustment.

The Provider agrees to participate in joint planning with the Agency regarding modification to case plan services. Provider agrees that while the Provider may have input into the development of the child's case plan services and the ICCA, any disputes involving services or placement will be resolved through mutual agreement and modification to the ICCA. Provider agrees the Agency is the final authority in the process.

M. The Provider shall participate in a Placement Preservation meeting if requested by the Agency prior to issuing a



notice of removal of a child. A placement Preservation meeting shall be held within seven (7) business days of said request. Unless otherwise mutually agreed upon a minimum of thirty (30) calendar days' notice shall be given if placement preservation is unable to be achieved. A Discharge Plan Summary shall be provided no later than fifteen (15) calendar days after the date of discharge in accordance with the applicable licensed or certified program. (OAC 5101:2-5-17, OAC 5122-30-22, OAC 5122-30-04, OAC 5123:2-3-05)

- The Provider shall work in cooperation and collaboration with the Agency to provide information for each child's Lifebook and will fully comply with the provision of OAC 5101:2-42-67 as applicable to private Providers. Provider's contribution to the Agency Lifebook for a child shall be for the episode of care with the Provider.
- The Provider agrees to provide Independent Living Services as set forth in accordance with OAC 5101:2-42-19 Ο. for all children age 14 and above.
- When applicable, due to the Provider being part of a managed care agreement as defined in OAC 5101:2-1-01. P the Provider agrees to visit with the child face-to-face in the foster home, speak privately with the child and to meet with the caregiver at least monthly in accordance with rule OAC 5101;2-42-65 of the Ohio Administrative Code.
- The Provider agrees to maintain its licenses and certifications from any source in good standing. The Provider agrees to report to Agency in writing any change in licensure or certification that negatively impacts such standing immediately if the negative action results in a temporary license, suspension of license or termination of license.
- Provider agrees that the reasonable and prudent parent standard training required by SEC. 471. [42 U.S.C. 671] R of the Social Security Act and in accordance to OAC 5101:2-5-33, OAC 5101:2-9-02 or OAC 5101:2-9-03 has been completed.
- The Provider shall notify Agency of any changes in its status, such as intent to merge with another business or to S. close no later than forty-five (45) business days prior to the occurrence.
- The Provider agrees that the Agency shall have access to foster parent home studies and re-certifications for Τ. foster parents caring for children in placement, subject to confidentiality considerations. The Provider shall submit to Agency a copy of the current foster home license at the time of placement and recertification. Provider also agrees to notify Agency within twenty-four (24) hours of any change in the status of the foster home license.
- When there is a rule violation of a caregiver, a copy of the corrective action plan, if applicable, must be submitted to the Agency when the investigation is complete.
- The Provider agrees to notify the Agency of scheduling no less than fourteen (14) calendar days prior to all formal V. meetings (i.e. FTMs, Treatment Team Meetings, IEPs, etc.).
- The Provider agrees to adhere to the following Medical/Medication guidelines: W.
 - To provide over-the-counter medications and/or supplies as part of the per diem of care; 1.
 - To comply with the medical consent process as identified by Agency; 2.
 - Only the Agency can give permission for the administering or change (addition or elimination) of 3. psychotropic medication and its ongoing management; and
 - Provide an initial placement medical screening within 72 hours of child's placement into a placement 4. resource under the Provider's operation and/or oversight.
- To arrange for required health care/medical examinations within time frames required by OAC 5101:2-42-66.1 and X. provide reports from the health care providers to the agency within 30 days of occurrence if the appropriate releases of Information have been obtained by the Provider.
- The Network Provider agrees to notify the Agency if placement resource is currently under investigation for Y. license violations or misconduct toward children or other third-party investigation.
- The Provider will immediately notify the Agency: 7
 - If the Provider is out of compliance with any licensing authority rules or the placement resource is under , 1. investigation for license violations or misconduct toward children. Immediately is defined as within one hour of knowledge of the non-compliance issue.
 - Child Abuse/Neglect Hotline or assigned Caseworker of any allegations of abuse or neglect made against

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- the Caregiver within one hour of gaining knowledge of the allegation.
- Of any corrective action and the result of the correction action plan. The Provider will submit a comprehensive written report to the agency within sixty (60) days of the rules violation.
- Within twenty-four (24) hours any time there is an event which would impact the placement resource license.

Article VI. AGENCY RESPONSIBILITIES

- A. Agency certifies that it will comply with the Multiethnic Placement Act, 108 STAT, 3518, as amended by Section 1808 of the Small Business Jobs Protection Act of 1996, 110 STAT, 1755, which prohibits any Agency from denying any person the opportunity to become an adoptive or foster parent on the basis of race, color, national origin, or delaying or denying the placement of a child for adoption or into foster care on the basis of race, color, or national origin of the adoptive or foster parent or of the child involved.
- B. The Agency shall provide to the Provider within thirty (30) calendar days of placement or within a reasonable time thereafter as agreed to by the parties, a copy of each child's social history, medical history, and Medicaid card once obtained by the Agency for new cases, or at time of placement for existing cases. Agency shall make best efforts to share information timely regarding participants and contact information involved with planning efforts related to children and families.
- C. The Agency acknowledges that clinical treatment decisions must be recommended by licensed clinical professionals. Agency and Provider acknowledge that disagreement with a treatment decision may be taken through the dispute resolution process contained in Article XIV of this Agreement.
- D. Agency agrees to visit with the child in accordance with rule OAC 5101:2-42-65 of the Ohio Administrative Code.
- E. Agency agrees to participate in periodic meetings with each child's treatment team for case treatment plan development, review, and revision. The Agency agrees to participate in the development of the treatment plan of each child placed with the Provider by the Agency.
- Agency certifies that it will comply with Every Student Succeeds Act (34 CFR part 200) and will work with local school districts in developing individualized plans to address the transportation needed for a child to remain in the school of origin. Agency agrees to arrange for the transfer of each child's school records to the child's new school upon placement but not later than ten (10) business days. The Agency agrees to work with the Provider for the timely enrollment of the child in the receiving school district. The Agency has the final responsibility to obtain the child's school records and to enroll the child in the receiving school district.
- G. The Agency shall provide an opportunity for the Provider to give input in the development, substantive Addendum or modification of case plans. The Agency agrees to notify the Provider of scheduling no less than seven (7) calendar days prior to of all formal meetings (e.g. SARs, court hearings, family team conferences, etc.).
- H. The Agency shall participate in a Placement Preservation meeting if requested by the Provider prior to issuing a notice of removal of a child. The Agency shall provide a minimum of thirty (30) calendar days' notice for planned removals, to the Provider for each child who is being terminated from placement with the Provider, unless so ordered by a court of competent jurisdiction.
 - Agency agrees to provide the Provider with an emergency contact on a twenty-four (24) hour, seven (7) day per week basis.

The Agency represents:

- It has adequate funds to meet its obligations under this Agreement; subject to the availability of funds as referenced in Article VIII (I);
- It intends to maintain this Agreement for the full period set forth herein and has no reason to believe that it will not have sufficient funds to enable it to make all payments due hereunder during such period; and
- It will make its best effort to obtain the appropriation of any necessary funds during the term of this Agreement.
- K. The Agency will provide information about the child being referred for placement in accordance with <u>OAC 5101:2-42-90</u>. Prior to a child's placement in alternative care or respite, <u>OAC 5101:2-42-90 (D)</u> requires the Agency to share with care givers information that could impact the health, safety, or well-being of the child or

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others in the home.

Article VII. INVOICING FOR PLACEMENT SERVICES

- A. The Provider agrees to submit a monthly invoice following the end of the month in which services were provided. The invoice shall be for services delivered in accordance with Article I of this Agreement and shall include:
 - Provider's name, address, telephone number, fax number, federal tax identification number, Title IV-E Provider number, if applicable and Medicaid Provider number, if applicable.
 - Billing date and the billing period.
 - Name of child, date of birth of child, and the child's Statewide Automated Child Welfare Information System (SACWIS) person I.D. number.
 - Admission date and discharge date, if available.
 - Agreed upon per diem for maintenance and the agreed per diem administration; and
 - Invoicing procedures may also include the per diems associated with the following if applicable and agreeable to the Agency and Provider:
 - Case Management; allowable administration cost;
 - b. Transportation, allowable maintenance cost;
 - Transportation; allowable administration cost;
 - Other Direct Services; allowable maintenance cost;
 - Behavioral health care; non-reimbursable cost; and
 - Other costs (any other cost the Title IV-E Agency has agreed to participate in); non-allowable/nonreimbursable cost.
- B. Provider warrants and represents claims made for payment for services provided are for actual services rendered and do not duplicate claims made by Provider to other sources of public funds for the same service.

See Addendum 3 for additional details.

Article VIII. REIMBURSEMENT FOR PLACEMENT SERVICES

- The maximum amount payable pursuant to this contract is \$53,300.00.
- B. In accordance with Schedule A of this Agreement, the per diem for maintenance and the per diem for administration will be paid for each day the child was in placement. The first day of placement will be paid regardless of the time the child was placed. The last day of placement will not be paid regardless of the time the child left the placement.
- C. In accordance with Schedule A of this Agreement and in addition to Maintenance and Administration, the Agency may agree to pay a per diem for Case Management, Other Direct Services, Transportation Administration, Transportation Maintenance, Behavioral Health Care and Other. All other services and/or fees to be paid for shall be contained in the Addendum of this Agreement.
- D. To the extent that the Provider maintains a foster care network, the agreed upon per diem for maintenance shall be the amount paid directly to the foster parent. Maintenance includes the provision of food, clothing, shelter, daily supervision, graduation expenses, a child's personal incidentals, and liability insurance with respect to the child, reasonable cost of travel to the child's home for visitation and reasonable cost of travel for the child to remain in the school the child was enrolled in at the time of placement. Payment for private Agency staff transporting a child to a home visit or keeping the child in their home school will be paid in accordance with Schedule A (Transportation Maintenance) of this Agreement.
- E. If the plan as determined by the Agency is to return the child to placement with the Provider, the Agency may agree to pay for the days that a child is temporarily absent from the direct care of the Provider, as agreed to by the parties in writing.
- F. The service provider is required to utilize Medicaid-approved healthcare providers in the appropriate managed care network for the provision of mental health, dental and/or medical services (hereafter referred to collectively as "medical services") to children in the custody of Agency. The Service Provider will report applicable Medicaid/insurance information to the healthcare providers and instruct healthcare providers to seek payment from Medicaid or any other available third-party payer for medical services rendered to children in agency

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custody. Agency will not pay for the provision of any medical services to children in agency custody unless the agency Executive Director or authorized designee has provided specific prior written authorization for such medical services and associated costs.

- G. The Agency agrees to pay the Provider for all services agreed to on Schedule A and in the Addendum to this Agreement, where applicable, that have been provided and documented in the child's case file. Agency shall make best efforts to make payment of undisputed charges within thirty (30) business days of receipt.
- H. In the event of a disagreement regarding payment, Agency shall withhold payment only for that portion of the placement with which it disagrees. Agency will use best efforts to notify the Provider of any invoice discrepancies. Agency and Provider will make every effort to resolve payment discrepancies within 60 calendar days. Payment discrepancies brought to the Agency after 60 days will be reviewed on a case by case basis.
 - This Agreement is conditioned upon the availability of federal, state, or local funds appropriated or allocated for payment for services provided under the terms and conditions of this Agreement. By sole determination of the Agency, if funds are not sufficiently allocated or available for the provision of the services performed by the Provider hereunder, the Agency reserves the right to exercise one of the following alternatives:
 - Reduce the utilization of the services provided under this Agreement, without change to the terms and conditions of the Agreement; or
 - Issue a notice of intent to terminate the Agreement.

The Agency will notify the Provider at the earliest possible time of such decision. No penalty shall accrue to the Agency in the event either of these provisions is exercised. The Agency shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

Any denial of payment for service(s) rendered may be appealed in writing and will be part of the dispute resolution process contained in Article XIV.

Article IX. TERMINATION; BREACH AND DEFAULT

- This Agreement may be terminated for convenience prior to the expiration of the term then in effect by either the Agency or the Provider upon written notification given no less than sixty (60) calendar days in advance by certified mail, return receipt requested, to the last known address of the terminated party shown hereinabove or at such other address as may hereinafter be specified in writing.
- B. If Provider fails to provide the Services as provided in this Agreement for any reason other than Force Majeure, or if Provider otherwise Materially Breaches this Agreement, Agency may consider Provider in default. Agency agrees to give Provider thirty (30) days written notice specifying the nature of the default and its intention to terminate. Provider shall have seven (7) calendar days from receipt of such notice to provide a written plan of action to Agency to cure such default. Agency is required to approve or disapprove such plan within five (5) calendar days of receipt. In the event Provider fails to submit such plan or Agency disapproves such plan, Agency has the option to immediately terminate this Agreement upon written notice to Provider. If Provider fails to cure the default in accordance with an approved plan, then Agency may terminate this Agreement at the end of the thirty (30) day notice period.
 - Upon of the effective date of the termination, the Provider agrees that it shall cease work on the terminated activities under this Agreement, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report as of the date of discharge of the last child describing the status of all work under this Agreement, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as the Agency may require. The Agency agrees to remove all children in placement immediately with the Provider, consistent with the effective termination date. In all instances of termination, the Provider and Agency agree that they shall work in the best interests of children placed with the Provider to secure alternative placements for all children affected by the termination.
- D. In the event of termination, the Provider shall be entitled to reimbursement, upon submission of an invoice, for the agreed upon per diem incurred prior to the effective termination date. The reimbursement will be calculated by the Agency based on the per diem set forth in Article VIII. The Agency shall receive credit for reimbursement already made when determining the amount owed to the Provider. The Agency is not liable for costs incurred by the Provider after the effective termination date of the discharge of the last child.

- E. Notwithstanding the above, Agency may immediately terminate this Agreement upon delivery of a written notice of termination to the Provider under the following circumstances:
 - Improper or inappropriate activities;
 - Loss of required licenses;
 - Actions, inactions or behaviors that may result in harm, injury or neglect of a child;
 - Unethical business practices or procedures; and
 - Any other event that Agency deems harmful to the well-being of a child; or
 - Loss of funding as set forth in Article VIII.
- F. If the Agreement is terminated by Agency due to breach or default of any of the provisions, obligations, or duties embodied contained therein by the Provider, Agency may exercise any administrative, agreement, equitable, or legal remedies available, without limitation. Any extension of the time periods set forth above shall not be construed as a waiver of any rights or remedies the Agency may have under this Agreement.
- G. In the event of termination under this ARTICLE, both the Provider and the placing Agency shall make good faith efforts to minimize adverse effect on children resulting from the termination of the Agreement.

Article X. RECORDS RETENTION, CONFIDENTIALITY AND DATA SECURITY REQUIREMENTS

- A. The Provider agrees that all records, documents, writings or other information, including, but not limited to, financial records, census records, client records and documentation of legal compliance with Ohio Administrative Code rules, produced by the Provider under this Agreement, and all records, documents, writings or other information, including but not limited to financial, census and client used by the Provider in the performance of this Agreement are treated according to the following terms:
 - All records relating to costs, work performed and supporting documentation for invoices submitted to the Agency by the Provider along with copies of all Deliverables, as defined in Article XXIX, submitted to the Agency pursuant to this Agreement will be retained for a minimum of three (3) years after reimbursement for services rendered under this Agreement.
 - If an audit, litigation, or other action is initiated during the time period of the Agreement, the Provider shall retain such records until the action is concluded and all issues resolved or three (3) years have expired, whichever is later.
 - 3. All records referred to in Section A 1) of this Article shall be available for inspection and audit by the Agency or other relevant agents of the State of Ohio (including, but not limited to, the County Prosecutor, the Ohio Department of Job and Family Services (ODJFS), the Auditor of the State of Ohio, the Inspector General of Ohio, or any duly authorized law enforcement officials), and the United States Department of Health and Human Services within a reasonable period of time.
- The Provider agrees to keep all financial records in a manner consistent with Generally Accepted Accounting Principles.
- C. The Provider agrees to comply with all federal and state laws applicable to the Agency and the confidentiality of children and families. Provider understands access to the identifies of any Agency's child and families shall only be as necessary for the purpose of performing its responsibilities under this Agreement. No identifying information on child(ren) served will be released for research or other publication without the express written consent of the Agency. Provider agrees that the use or disclosure of information concerning the child for any purpose not directly related to the administration of this Agreement is prohibited. Provider shall ensure all the children's and families' documentation is protected and maintained in a secure and safe manner.
- D. The Provider agrees to comply with all applicable state and federal laws related to the confidentiality and transmission of medical records, including, but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- E. Although information about, and generated under, this Agreement may fall within the public domain, the Provider shall not release information about, or related to, this Agreement to the general public or media verbally, in writing, or by any electronic means without prior approval from the Agency, unless the Provider is required to release requested information by law. Agency reserves the right to announce to the general public and media; award of the Agreement, Agreement terms and conditions, scope of work under the Agreement, Deliverables, as

defined in Article XXIX, and results obtained under the Agreement. Except where Agency approval has been granted in advance, the Provider shall not seek to publicize and will not respond to unsolicited media queries requesting: announcement of Agreement award, Agreement terms and conditions, Agreement scope of work, government-furnished documents the Agency may provide to the Provider to fulfill the Agreement scope of work, Deliverables required under the Agreement, results obtained under the Agreement, and impact of Agreement activities.

- F. If contacted by the media about this Agreement, the Provider agrees to notify the Agency in lieu of responding immediately to media queries. Nothing in this section is meant to restrict the Provider from using Agreement information and results to market to specific business prospects.
- G. Client data must be protected and maintained in a secure and safe manner whether located in Provider's facilities, stored in the Cloud, or used on mobile devices outside Provider's facility. Security of Provider's network, data storage, and mobile devices must conform to generally recognized industry standards and best practices. Maintenance of a secure processing environment includes, but is not limited to, network firewall provisioning, intrusion detection, antivirus protection, regular third-party vulnerability assessments, and the timely application of patches, fixes and updates to operating systems and applications.
- H. Provider agrees that it has implemented and shall maintain during the term of this Agreement the highest standard of administrative, technical, and physical safeguards and controls to:
 - Ensure the security and confidentiality of data;
 - Protect against any anticipated security threats or hazards to the security or integrity of data; and
 Protect against unauthorized access to or use of data. Such measures shall include at a minimum;
 - Access controls on information systems, including controls to authenticate and permit access to data only to authorized individuals and controls to prevent Provider employees from providing data to unauthorized individuals who may seek to obtain this information (whether through fraudulent means or otherwise);
 - b. Firewall protection;

I.

- Encryption of electronic data while in transit from Provider networks to external networks;
- Measures to store in a secure fashion all data which shall include multiple levels of authentication;
- Measures to ensure that data shall not be altered or corrupted without the prior written consent of the Agency;
- Measures to protect against destruction, loss or damage of data due to potential environmental hazards, such as fire and water damage.
- Immediately upon discovery of a confirmed or suspected breach involving data, Provider will notify Agency no later than twenty-four (24) hours after Provider knows or reasonably suspects a breach has or may have occurred. Provider shall promptly take all appropriate or legally required corrective actions and shall cooperate fully with the Agency in all reasonable and lawful efforts to prevent, mitigate or rectify such data breach. In the event of a suspected breach, Provider shall keep the Agency informed of the progress of its investigation until the uncertainty is resolved.
- In the event the Provider does not carry the appropriate cyber security insurance to cover a security breach, the Provider shall reimburse the Agency for actual costs incurred, including, but not limited to, providing clients affected by a security breach with notice of the breach, and/or complimentary access for credit monitoring services, which the Agency deems necessary to protect such affected client.
- K. In the event the Agency discontinues operation, all child records for residential or any other placement settings shall be provided to the custodial agency. If the setting is licensed by ODJFS, licensing records shall be sent to:

ODJFS ATTN: Licensing P.O. Box 183204 Columbus, OH 43218-3204

Article XI. PROVIDER ASSURANCES AND CERTIFICATIONS

As applicable to the Provider's license and/or certification, the Provider certifies compliance with ORC 2151.86.

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ORC 5103.0328, ORC 5103.0319 and applicable OAC Sections as defined in Article XXII of this Agreement concerning criminal record checks, arrests, convictions and guilty pleas relative to foster caregivers, employees, volunteers and interns who are involved in the care for a child. Provider is responsible for any penalties, financial or otherwise, that may accrue because of noncompliance with this provision.

- B. To the extent that the Provider maintains a residential center or group home, the Provider agrees to comply with the provisions of their licensing Agency that relates to the operation, safety and maintenance of residential facilities. Specifically, Provider agrees that no firearm or other projectile weapon and no ammunition for such weapons will be kept on the premises.
- Provider certifies compliance with Drug Free Work Place Requirements as outlined in 45 C.F.R. Part 76, Subpart F.
- D. Provider certifies compliance with 45 C.F.R. Part 80, Non-Discrimination under programs receiving Federal assistance through the Department of Health and Human Services effectuation of Title VI of the Civil Rights Act of 1964.
- E. Provider certifies compliance with 45 C.F.R. Part 84, Non-Discrimination on the Basis of Handicap in Programs or Activities Receiving Federal Assistance.
- F. Provider certifies compliance 45 C.F.R. Part 90, Non-Discrimination on the Basis of Age in Programs or Activities Receiving Federal Assistance.
- Provider certifies compliance with the American with Disabilities Act, Public Law 101-336.
- H. Provider certifies that it will:
 - Provide a copy of its license(s), certification, accreditation or a letter extending an expiring license, certification, or accreditation from the issuer to the Agency prior to the signing of the Agreement.
 - Maintain its license(s), certification, accreditation and that upon receipt of the renewal of its license, certification, and/or accreditation or upon receipt of a letter extending an expiring license, certification, and/or accreditation from the issuer, a copy of the license, certification and/or accreditation will be provided to the Agency within five (5) business days.
 - Provider shall immediately notify the Agency of any action, modification or issue relating to said licensure, accreditation or certification.
- Provider certifies that it will not deny or delay services to eligible persons because of the person's race, color, religion, national origin, gender, orientation, disability, or age.
- The Provider shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented in Department of Labor regulation 41 CFR part 60.
- K. Provider further agrees to comply with <u>OAC 5101:9-2-01</u> and <u>OAC 5101:9-2-05(A)(4)</u>, as applicable, which require that assure that persons with limited English proficiency (LEP) can meaningfully access services. To the extent Provider provides assistance to an LEP Child through the use of an oral or written translator or interpretation services in compliance with this requirement, the LEP Child shall not be required to pay for such assistance.
- L. To the extent applicable, the Provider certifies compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h) Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 C.F.R. Part 15).
- M. The Provider certifies compliance, where applicable, with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
- N. The Provider certifies that all approvals, licenses, or other qualifications necessary to conduct business in Ohio have been obtained and are current.
- O. Provider shall comply with the Small Business Job Protection Act (Public Law ("P.L.") 104-188), the Multiethnic Placement Act of 1994 (P.L. 103-382), Titles IV-B (42 U.S.C. 620 et seq.) and IV-E (42 U.S.C. 670 et seq.) of the Social Security Act ("the Act"), the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (P.L. 104-193), Section 471(a) of Title IV-E of the Act (42 U.S.C. 671(a)), and 45 C.F.R. 1356, including all rules,

regulations and guidelines issued by federal and state authorities, OAC 5101:9-4-07 and OAC 5101:2-47-23.1.

Article XII. INDEPENDENT CONTRACTOR

- A. The Provider and the Agency agree that no employment, joint venture, or partnership has been or will be created between the parties hereto pursuant to the terms and conditions of this Agreement.
- B. The Provider and the Agency agree that the Provider is an independent contractor and assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers' compensation, unemployment compensation, and insurance premiums which may accrue as a result of compensation received for services or Deliverables rendered hereunder.
- C. The Provider and the Agency agree that no person and/or entities entering into this Agreement, nor any individual employed by any person or entity entering in to this Agreement, are public employees for purposes of contributions to Ohio Public Employees Retirement system by virtue of any work performed or services rendered in accordance with this Agreement.

Article XIII. AUDITS AND OTHER FINANCIAL MATTERS

- Provider agrees to submit to Agency a copy of the independent audit it receives in accordance with <u>ORC</u> 5103.0323.
- B. Upon request from the Agency, Provider shall submit a copy of the most recent Federal income tax return and related schedules filed with the Internal Revenue Service (IRS).
- C. If Provider participates in the Title IV-E program, Provider agrees to timely file its Title IV-E cost report with all required items as outlined in <u>OAC 5101:2-47-26.2</u> to ODJFS. Provider agrees that in the event a cost report cannot be timely filed, an extension shall be requested prior to the December 31st filing deadline.
 - If a Provider participates in the Title IV-E program, an Agreed Upon Procedures engagement must be conducted by a certified public accountant for the Provider's cost report in accordance with <u>QAC 5101:2-47-26.2.</u>The procedures are conducted to verify the accuracy of costs used to establish reimbursement ceilings for maintenance and administration costs of child in care. Any overpayments or underpayment of federal funds to the Title IV-E Agency due to adjustments of cost report reimbursement ceiling amounts as a result of an audit, shall be resolved in accordance with <u>QRC 5101.11</u>, <u>QRC 5101.14</u>, and <u>QAC 5101:2-47-01</u>.
- E. Upon request from the Agency, the Provider shall submit a copy of the JFS 02911 and Agreed Upon Procedures.
- F. For financial reporting purposes and for Title IV-E cost reporting purposes, Provider agrees to follow the cost principles set forth in the following OAC Sections and publications:
 - OAC 5101:2-47-11: "Reimbursement for Title IV-E foster care maintenance (FCM) costs for children's residential centers (CRC), group homes, maternity homes, residential parenting facilities, private foster homes, and substance use disorder (SUD) residential facilities".
 - OAC 5101:2-47-26.1: "Public child services agencies (PCSA), private child placing agencies (PCPA), private noncustodial agencies (PNA), residential care facilities, substance use disorder (SUD) residential facilities: Title IV-E cost report filing requirements, record retention requirements, and related party disclosure requirements";
 - OAC 5101:2-47-26.2: "Cost Report Agreed Upon Procedures Engagement".
 - JFS 02911 Single Cost Report Instructions.
 - For Private Agencies: 2 CFR part 230, Cost Principles for Non-Profit Organizations.
 - For Public Agencies: 2 CFR part 225, Cost Principles for State, Local and Indian Tribal Government.
 - 2 CFR part 200.501, Audit Requirements.

Article XIV. GRIEVANCE/DISPUTE RESOLUTION PROCESS

In the event that a dispute arises under the provisions of this Agreement, the parties shall follow the procedures set forth

The party complaining of a dispute shall provide written notice of the nature of the dispute to the other party to

this Agreement. A copy of the notice shall be sent to the Director or designee of the Agency and to the Executive Director or designee of the Provider. Within ten (10) business days of receiving the notice of a dispute, the parties involved in the dispute between the Agency and the Provider shall attempt to resolve the dispute.

If the parties are unable to resolve the dispute in (1 business day), the highest official or designee of the Agency shall make the final determination within twenty (20) business days, which will be non-binding.

 Neither party will be deemed to have waived any other rights or remedies available to them by initiating, participating in or completing this process.

Article XV. ADDENDA

This Agreement, Addenda, and all Exhibits hereto constitutes the entire Agreement and may be amended only with a written Addendum signed by both parties; however, it is agreed by the parties that any Addenda to laws or regulations cited herein will result in the correlative modification of this Agreement, without the necessity for executing written Addenda. The impact of any applicable law, statute, or regulation not cited herein and enacted after the date of execution of this Agreement will be incorporated into this Agreement by written Addendum signed by both parties and effective as of the date of enactment of the law, statute, or regulation. Any other written Addendum to this Agreement is prospective in nature.

Article XVI. NOTICE

Unless otherwise set forth herein, all notices, requests, demands and other communications pertaining to this Agreement shall be in writing and shall be deemed to have been duly given if delivered or mailed by certified or registered mail, postage pre-paid:

if to Agency, to

Union County Department of Job and Family Services

940 London Ave Ste 1800 Marysville, OH 43040

if to Provider, to

National Youth Advocate Program 1801 Watermark Dr Ste 200 Columbus, OH 43215

Article XVII. CONSTRUCTION

This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Ohio. Should any portion of this Agreement be found to be unenforceable by operation of statute or by administrative or judicial decision, the operation of the balance of this Agreement is not affected thereby; provided, however, the absence of the illegal provision does not render the performance of the remainder of the Agreement impossible.

Article XVIII. NO ASSURANCES

- A. Provider acknowledges that, by entering into this Agreement, Agency is not making any guarantees or other assurances as to the extent, if any, that Agency shall utilize Provider's services or purchase its goods. In this same regard, this Agreement in no way precludes, prevents, or restricts Provider from obtaining and working under additional arrangement(s) with other parties, assuming the work in no way impedes Provider's ability to perform the services required under this Agreement. Provider warrants that at the time of entering into this Agreement, it has no interest in nor shall it acquire any interest, direct or indirect, in any Agreement that will impede its ability to provide the goods or perform the services under this Agreement.
- B. This Agreement, Addenda, and all Exhibits embodies the entire agreement of the Parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations or Agreements, either written or oral, between the parties to this Agreement. Also, this Agreement shall not be modified in any manner except by an instrument, in writing, executed by both the parties.

Article XIX. CONFLICT OF INTEREST

- A. Provider agrees that the Provider, its officers, members and employees currently have no, nor will they acquire any interest, whether personal, professional, direct or indirect, which is incompatible, in conflict with or which would compromise the discharge and fulfillment of Provider's functions, duties and responsibilities hereunder. If the Provider, or any of its officers, members or employees acquire any incompatible, conflicting, or compromising personal or professional interest, the Provider shall immediately disclose, in writing, such interest to the Agency. If any such conflict of interest develops, the Provider agrees that the person with the incompatible, conflicting, or compromising personal or professional interest will not participate in any activities related to this Agreement.
- B. Provider agrees: (1) to refrain from promising or giving to Agency employees anything of value to manifest improper influence upon the employee; (2) to refrain from conflicts of interest; and, (3) to certify that Provider complies with ORC 102.03, ORC 102.04, ORC 2921.42, ORC 2921.43.
- C. The Provider further agrees that there is no financial interest involved on the part of the Agency or the respective county authority(ies) governing the agency. The Provider has no knowledge of any situation which would be a conflict of interest. It is understood that a conflict of interest occurs when an Agency employee or county official will gain financially or receive personal favors as a result of signing or implementation of this agreement. The Provider will report the discovery of any potential conflict of interest to the Agency. Should a conflict of interest be discovered during the term of this agreement, the Agency may exercise any right under the agreement, including termination of the agreement.

Article XX. INSURANCE

The Provider shall purchase and maintain for the term of this Agreement insurance of the types and amounts identified herein. Maintenance of the proper insurance for the duration of the Agreement is a material element of the Agreement.

Provider agrees to procure and maintain for the term of this Agreement the insurance set forth herein. The cost of all insurance shall be borne by Provider. Insurance shall be purchased from a company licensed to provide insurance in Ohio, Insurance is to be placed with an insurer provided an A.M. Best rating of no less than A-. Provider shall purchase the following coverage and minimum limits:

Commercial general liability insurance policy with coverage contained in the most current insurance Services Office Occurrence Form CG 00 01 or equivalent with limits of at least One Million Dollars (\$1,000,000.00) per occurrence and One Million Dollars (\$1,000,000.00) in the aggregate and at least One Hundred Thousand Dollars (\$100,000.00) coverage in legal liability fire damage. Coverage witl include:

- Additional insured endorsement;
- Product liability;
- 3. Blanket contractual liability;
- Broad form property damage;
- Severability of interests;
- Personal injury; and
- Joint venture as named insured (if applicable).

Endorsements for physical abuse claims and for sexual molestation claims must be a minimum of Three Hundred Thousand Dollars (\$300,000.00) per occurrence and Three Hundred Thousand Dollars (\$300,000.00) in the aggregate.

- Business auto liability insurance of at least One Million Dollars (\$1,000,000.00) combined single limit, on all owned, non-owned, leased and hired automobiles. If the Agreement contemplates the transportation of the users of County services (such as but not limited to Agency consumers), "Consumers" and Provider provides this service through the use of its employees' privately owned vehicles "POV", then the Provider's Business Auto Liability insurance shall sit excess to the employees "POV" insurance and provide coverage above its employee's "POV" coverage. Provider agrees the business auto liability policy will be endorsed to provide this
- Professional liability (errors and omission) insurance of at least One Million Dollars (\$1,000,000.00) per claim and in the aggregate.
- D. Umbrella and excess liability insurance policy with limits of at least One Million Dollars (\$1,000,000.00) per occurrence and in the aggregate, above the commercial general and business auto primary policies and containing the following coverage:

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- Additional insured endorsement;
- 2. Pay on behalf of wording;
- Concurrency of effective dates with primary;
- Blanket contractual liability;
- Punitive damages coverage (where not prohibited by law);
- Aggregates: apply where applicable in primary;
- Care, custody and control follow form primary; and
- Drop down feature.

The amounts of insurance required in this section for General Liability, Business Auto Liability and Umbrella/Excess Liability may be satisfied by Provider purchasing coverage for the limits specified or by any combination of underlying and umbrella limits, so long as the total amount of insurance is not less than the limits specified in General Liability, Business Auto Liability and Umbrella/Excess Liability when added together.

- E. Workers' Compensation insurance at the statutory limits required by ORC.
- F. The Provider further agrees with the following provisions:
 - All policies, except workers' compensation and professional liability, will endorse as additional insured the Board of County Commissioners, and Agency and their respective officials, employees, agents, and volunteers, including their Board of Trustees if applicable. The additional insured endorsement shall be on an ACORD or ISO form.
 - 2. The insurance endorsement forms and the certificate of insurance forms will be sent to the Agency Director or Designee. The forms must state the following: "Board of County Commissioners, and Agency and their respective officials, employees, agents, and volunteers are endorsed as additional insured as required by agreement on the commercial general, business auto and umbrella/excess liability policies."
 - Each policy required by this clause shall be endorsed to state that coverage shall not be canceled or materially changed except after thirty (30) calendar days prior written notice given to the Agency Director or Designee.
 - 4. Provider shall furnish the Agency with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received by the Agency before the Agreement commences. The Agency reserves the right at any time to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.
 - Failure of the Agency to demand such certificate or other evidence of full compliance with these
 insurance requirements or failure of the Agency to identify a deficiency from evidence provided shall
 not be construed as a waiver of Provider's obligation to maintain such insurance.
 - Provider shall declare any self-insured retention to the Agency pertaining to liability insurance. Provider shall provide a financial guarantee satisfactory to the Agency guaranteeing payment of losses and related investigations, claims administration and defense expenses for any self-insured retention.
 - 7. If Provider provides insurance coverage under a "claims-made" basis, Provider shall provide evidence of either of the following for each type of insurance which is provided on a claims-made basis: unlimited extended reporting period coverage, which allows for an unlimited period of time to report claims from incidents that occurred after the policy's retroactive date and before the end of the policy period (tail coverage), or; continuous coverage from the original retroactive date of coverage. The original retroactive date of coverage means original effective date of the first claim-made policy issued for a similar coverage while Provider was under Agreement with the County on behalf of the Agency.
 - 8. Provider will require all insurance policies in any way related to the work and secured and maintained by Provider to include endorsements stating each underwriter will waive all rights of recovery, under subrogation or otherwise, against the County and the Agency. Provider will require of subcontractors, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section.
 - Provider, the County, and the Agency agree to fully cooperate, participate, and comply with all
 reasonable requirements and recommendations of the insurers and insurance brokers issuing or
 arranging for issuance of the policies required here, in all areas of safety, insurance program
 administration, claim reporting and investigating and audit procedures.
 - Provider's insurance coverage shall be primary insurance with respect to the County, the Agency, their

- respective officials, employees, agents, and volunteers. Any insurance maintained by the County or the Agency shall be excess of Provider's insurance and shall not contribute to it.
- If any of the work or Services contemplated by this Agreement is subcontractors, Provider will ensure that any subcontractors comply with all insurance requirements contained herein.
- If the Agreement provider is a government entity, insurance requirements will be fulfilled under the County Risk Sharing Authority (CORSA).

Article XXI. INDEMNIFICATION & HOLD HARMLESS

- A. To the fullest extent permitted by, and in compliance with, applicable law, Provider agrees to protect, defend, indemnify and hold harmless the Agency and the Board of County Commissioners, their respective members, officials, employees, agents, and volunteers (the "Indemnified Parties") from and against all damages, liability, losses, claims, suits, actions, administrative proceedings, regulatory proceedings/hearings, judgments and expenses, subrogation (of any party involved in the subject of this Agreement), attorneys' fees, court costs, defense costs or other injury or damage (collectively "Damages"), whether actual, alleged or threatened, resulting from injury or damages of any kind whatsoever to any business, entity or person (including death), or damage to property (including destruction, loss of, loss of resulting without injury damage or destruction) of whatsoever nature, arising out of or incident to in any way, the performance of the terms of this Agreement including, without limitation, by Provider, its subcontractor(s), Provider's or its subcontractor(s') employees, agents, assigns, and those designated by Provider to perform the work or services encompassed by the Agreement. Provider agrees to pay all damages, costs and expenses of the Indemnified Parties in defending any action arising out of the aforementioned acts or omissions.
- B. Each Party agrees to be responsible for any personal injury or property damage caused solely by its negligent acts or omissions as determined by a court of competent jurisdiction, or as the parties may otherwise mutually agree in writing.
- This Article is not applicable to Agreements between governmental entities.

Article XXII. SCREENING AND SELECTION

Criminal Record Check

- Provider warrants and represents it will comply with Article X as it relates to criminal record checks.
 Provider shall insure that every individual subject to a Bureau of Criminal Investigation (BCI) criminal records check will sign a release of information to allow inspection and audit of the above criminal records transcripts or reports by the Agency or a private vendor hired by the Agency to conduct compliance reviews on their behalf.
- Provider shall not assign any individual to work with or transport children until a BCI report and a criminal record transcript has been obtained.
- Except as provided in Section C below, Provider shall not utilize an employee, foster caregiver or all of the above who has been convicted or plead guilty to any violations contained in ORC 5153.111(B)(1). ORC 2919.24, and ORC 2151.86, and OAC Chapters 5101:2-5, 5101:2-7, 5101:2-9, 5101:2-48.
- Provider agrees to be financially responsible for any of the following requirements in <u>OAC Chapters</u> 5101:2-5, 5101:2-7, 5101:2-9 and 5101:2-48 resulting in financial penalty due to lack of compliance with the criminal records checks.

B. Transportation of Child

- The caregiver shall ensure the transportation of children in care will be reliable, legal and safe transportation with safety restraints, as appropriate for the child, and must be in compliance with applicable local, state and Federal transportation laws:
 - Maintenance of a current valid driver's license and vehicle insurance.
 - All children being transported by Provider must follow Ohio's Child Passenger Safety Law as defined in ORC 4511.81.
 - c. No child that is a passenger and is required to have a seat restraint can be transported by said provider until these requirements are met.
- In addition to the requirements set forth above, Provider shall not permit any individual to transport a Child

- The individual has a condition which would affect safe operation of a motor vehicle;
- The individual has six (6) or more points on his/her driver's license; or
- c. The individual has been convicted of, or pleaded guilty to, a violation of section 4511.19 (Operating vehicle under the influence of alcohol or drugs OVI or OVUAC) of the Revised Code if the individual previously was convicted of or plead guilty to two or more violations within the three years immediately preceding the current violation.

C. Rehabilitation

- Notwithstanding the above, Provider may make a request to the Agency to utilize an individual if Provider believes the individual has met the rehabilitative standards of <u>OAC 5101:2-07-02(I)</u> as follows:
 - a. If the Provider is seeking rehabilitation for a foster caregiver, a foster care applicant or other resident of the foster caregiver's household, Provider must provide written verification that the rehabilitation standards of <u>OAC 5101:2-7-02</u> have been met.
 - b. If the Provider is seeking rehabilitation for any other individual serving Agency children, Provider must provide written verification from the individual that the rehabilitative conditions in accordance with OAC 5101:2-5-09 have been met.
- The Agency shall review the facts presented and may allow the individual to work with, volunteer with or transport Agency children on a case-by-case basis. It is the Agency's sole discretion to permit a rehabilitated individual to work with, volunteer with or transport children.
- D. Verification of Job or Volunteer Application:

Provider shall check and document each applicant's personal and employment references, general work history, relevant experience, and training information. Provider further agrees it will not employ an individual in relation to this Agreement unless it has received satisfactory employment references, work history, relevant experience, and training information.

Article XXIII. PROHIBITION OF CORPORAL & DEGRADING PUNISHMENT

Agency prohibits the use of corporal or degrading punishment against children served by Agency and must comply with requirements in OAC 5101:2-7-09, OAC 5101:2-9-21, and OAC 5101:2-9-22

Article XXIV. FINDINGS FOR RECOVERY

ORC 9.24 prohibits public agencies from awarding an Agreement for goods, services, or construction paid for in whole or in part from federal, state and local funds, to an entity against whom a finding for recovery has been issued if the finding is unresolved. By entering into this Agreement, Provider warrants and represents that they do not have an unresolved finding for recovery. Provider shall notify the Agency within ten (10) business days of its notification should the Provider be issued such finding by the Auditor of the State.

Article XXV. PUBLIC RECORDS

This Agreement is a matter of public record under the Ohio public records law. By entering into this Agreement, Provider acknowledges and understands that records maintained by Provider pursuant to this Agreement may also be deemed public records and subject to disclosure under Ohio law. Upon request made pursuant to Ohio law, the Agency shall make available the Agreement and all public records generated as a result of this Agreement.

Article XXVI. CHILD SUPPORT ENFORCEMENT

Provider agrees to cooperate with ODJFS and any Ohio Child Support Enforcement Agency ("CSEA") in ensuring Provider and Provider's employees meet child support obligations established under state or federal law. Further, by executing this Agreement, Provider certifies present and future compliance with any court or valid administrative order for the withholding of support which is issued pursuant to the applicable sections in ORC Chapters 3119, 3121, 3123, and 3125.

Article XXVII. DECLARATION OF PROPERTY TAX DELINQUENCY

UNION COUNTY COMMISSIONERS JOURNAL 2022 July 6, 2022

After award of an Agreement, and prior to the time the Agreement is entered into, the successful Provider shall submit a statement in accordance with <u>ORC 5719.042</u>. Such statement shall affirm under oath that the person with whom the Agreement is to be made was not charged at the time the bid was submitted with any delinquent personal property taxes on the general tax list of personal property of any county in which the taxing district has territory, or that such person was charged with delinquent personal property taxes on any such tax list, in which case the statement shall also set forth the amount of such due and unpaid delinquent taxes any due and unpaid penalties and interest thereon. If the statement indicates that the taxpayer was charged with any such taxes, a copy of the statement shall be transmitted by the fiscal officer to the county treasurer within thirty days of the date it is submitted.

A copy of the statement shall also be incorporated into the Agreement, and no payment shall be made with respect to any contract to which this section applies unless such statement has been so incorporated as a part thereof.

Article XXVIII. SUBCONTRACTING AND DELEGATION

The performance of any duty, responsibility or function which is the obligation of the Provider under this Agreement may be delegated or subcontracted to any agent or subcontractor of Provider if Provider has obtained the prior written consent of the Agency for that delegation subcontract. Provider is responsible for ensuring that the duties, responsibilities or functions so delegated or subcontracted are performed in accordance with the provisions and standards of this Agreement, and the actions and omissions of any such agent or subcontractor shall be deemed to be the actions and omissions of Provider for purposes of this Agreement.

Article XXIX. PROPERTY OF AGENCY

The Deliverable(s) and any item(s) provided or produced pursuant to this Agreement (collectively called "Deliverables") will be considered "works made for hire" within the meaning of copyright laws of the United States of America and the State of Ohio. The Agency is the sole author of the Deliverables and the sole owner of all rights therein. If any portion of the Deliverables are deemed not to be a "work made for hire", or if there are any rights in the Deliverables not so conveyed to the Agency, then Provider agrees to, and by executing this Agreement hereby does, assign to the Agency all worldwide rights, title, and interest in and to the Deliverables. The Agency acknowledges that its sole ownership of the Deliverables under this Agreement does not affect Provider's right to use general concepts, algorithms, programming techniques, methodologies, or technology that have been developed by Provider prior to this Agreement or that are generally known and available. Any Deliverable provided or produced by Provider under this Agreement or with funds hereunder, including any documents, data, photographs and negatives, electronic reports/records, or other media, are the property of the Agency, which has an unrestricted right to reproduce, distribute, modify, maintain, and use the Deliverables. Provider shall not obtain copyright, patent, or other proprietary protection for the Deliverables. Provider shall not include in any Deliverable any copyrighted material, unless the copyright owner gives prior written approval for the Agency and Provider to use such copyrighted material. Provider agrees that all Deliverables will be made freely available to the general public unless the Agency determines that, pursuant to state or federal law, such materials are confidential or otherwise exempt from disclosure.

Article XXX. SEVERABILITY

If any term of this Agreement or its application thereof to any person or circumstance shall to any extent be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby. Each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

Article XXXI. NO ADDITIONAL WAIVER IMPLIED

If the Agency or Provider fails to perform any obligations under this Agreement and thereafter such failure is waived by the other party, such waiver shall be limited to the particular matter waived and shall not be deemed to waive any other failure hereunder, nor a waiver of a subsequent breach of the same provision or condition. Waivers shall not be effective unless in writing.

Article XXXII. COUNTERPARTS

This Agreement may be executed as an original document only, or simultaneously in two or more counterparts, each of

which shall be deemed an original, and each of these counterparts shall constitute one and the same instrument. It shall not be necessary in making proof of this Contract to produce or account for more than one such counterpart. An electronic signature or a scanned or otherwise reproduced signature shall be a binding signature and carry the same legal force as the original.

Article XXXIII. APPLICABLE LAW AND VENUE

This Agreement and any modifications, Addenda, or alterations, shall be governed, construed, and enforced under the laws of Ohio. Any legal action brought pursuant to this agreement will be filed in the Ohio courts, and Ohio law as well as Federal law will apply.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of the signature of the parties.

SIGNATURES OF PARTIES:

Provider: National Youth Advocate Program

Print Name & Title	Signature	Date
Reyahd Kazmi, Chief Advocacy & Government Strategies Officer	Rh	1.25.22

Agency: Union County Department of Job and Family Services

Print Name & Title	Signature	Date
Sue Ware, Human Services Director	Su los	6/27/22

Additional Signatures

Print Name & Title	Signature	Date
Steve Robinson, Commissioner		
Christiane Schmenk, Commissioner	Christiane Schnal	07-06-22
Dave Burke, Commissioner		07-06-22
Thayne D. Gray, Asst. Pros. Atty as to form	Digitally request by Thayne D. Subsection of the County Prosecutor's Office, one-hapmeth Gray, on-theiron County Prosecutor's Office, one-hapmeth of the County Prosecutor of Attorney, enablings appear on the County Prosecutor of the County Prosec	February 17, 2022

Ohio Department of Job and Family Services

AGREEMENT FOR TITLE IV-E AGENCIES AND PROVIDERS FOR THE PROVISION OF CHILD PLACEMENT

ADDENDA TO AGREEMENT

This Addenda sets forth the terms and conditions between the parties for placement services for children who are in the care and custody of the Agency named below.

This Agreement is between Union County Department of Job and Family Services, A Title IV-E Agency, hereinafter "Agency," whose address is:

Union County Department of Job and Family Services 940 London Ave Ste 1800 Marysville, OH 43040

And National Youth Advocate Program hereinafter "Provider," whose address is:

National Youth Advocate Program 1801 Watermark Dr Ste 200 Columbus, OH 43215

Collectively the "Parties".

Contract ID: 19287512

Originally Dated: 01/01/2022 to 12/31/2022

Ohio Department of Job and Family Services ·

AGREEMENT FOR TITLE IV-E AGENCIES AND PROVIDERS FOR THE PROVISION OF CHILD PLACEMENT

Addenda Number 1:

Addenda Reason: Addenda Begin Date: Article

01/01/2022

Addenda End Date: Increased Amount:

Article Name:

Article I. Scope of Placement Services

Addenda Reason Narrative:

Article I. Scope of Placement Services

Exhibit 1 Scope of Work is not applicable to this contract because the Individual Child Care Agreement specifies the placement and related services.

Section 1.01 - not applicable.

Section 1.02 - replace "Exhibit I-Scope of Work" with "Individual Child Care Agreement",

Section 1.03 - not applicable. See the Individual Child Care Agreement.

Addenda Number 2:

Addenda Reason:

Article -

Addenda Begin Date:

Addenda End Date: Increased Amount:

Article Name:

01/01/2022

Article III, Order of Precedence

Addenda Reason Narrative: Article III. Order of Precedence

Article III is not applicable. See the Individual Child Care Agreement.

Addenda Number 3:

Addenda Reason:

Article

01/01/2022

Addenda Begin Date:

Addenda End Date:

Increased Amount:

Article Name:

Article VII. Invoicing for Placement Services

Addenda Reason Narrative:

Article VII. Invoicing for Placement Services

Article VII. C. Submit invoices to union_accts_recv@jfs.ohio.gov.

Title IV-E Schedule A Rate Information

Title IV-E Schedule A Rate Information
Agency: Union County Department of Job and Family Services
Provider / ID: National Youth Advocate Program / 3954818

Run Date: 02/10/2022 Contract Period: 01/01/2022 - 12/31/2022

Service Description ID	Person	Person ID	Maintenance Per Diem	Administration - Per Diem	Case Management Per Diem	Transportation / Administration Per Diem	Transporation / Maintenance: Per Diem	Other Direct Services Per Diem	Behavioral Healthcare Per Diem:	Other Per Diem Cost	Total Per Diem Cost	Cost Begin Date	Cost End Date
Therapeutic 493538 Foster Care - Level 2		8908698	\$60.91	\$85.00							\$145.91	01/01/2022	12/31/202

Contract ID: 19287512
Union County Department of Job and Family Services / National Youth Advocate Program / 3854818

01/01/2022 - 12/31/2022 Page 1 of 1

Christiane Schmenk, Yea

Dave Burke, Yea

A motion was moved by <u>Christiane Schmenk</u> and seconded by <u>Dave Burke</u> to approve this Resolution and was carried by the following vote:

Except Need

RESOLUTION NO. 22-236:

<u>County Commissioners Association of Ohio Workers' Compensation Group Retrospective Rating</u> Plan Agreement - Commissioners

The County Commissioners do hereby approve the County Commissioners Association of Ohio Workers' Compensation Group Retrospective Rating Plan Agreement – Commissioners.



STRONGER COUNTIES, STRONGER OHIO.

209 East State Street, Columbus, Ohio 43215-4309 Phone: 614-221-5627 * Fax: 614-221-6866 Toil Free: 888-757-1904 * www.ccao.org

> Charyl Subler, President John Leutz, Vice President Thisbe Butcher, Secretary/Tressurer

GINGER YONAK SHRM-SCP UNION COUNTY 233 WEST 6TH ST MARYSVILLE, OH 43040

March 23, 2022

Re: 2023 Group Retrospective Rating Program Enrollment Policy #: 38000001

Based on our initial underwriting review, we have determined that your county continues to be eligible for Group Retrospective Rating and invite your county to apply for the County Commissioners' Association of Ohio 2023 Workers' Compensation Group Retrospective Rating Program.

Since group retrospective rating was approved in 2009 by the Ohio Bureau of Workers' Compensation, CCAO is currently the *only* sponsor of a group retrospective program specifically for counties, with fifty-five (55) counties joining the 2022 Retro Group. <u>To date, the 2010 through 2019 county participants have earned refunds totaling almost \$33 million!</u>

Our program's third-party administrator is Sedgwick, a leader in Ohio workers' compensation group programs and claims administration. Sedgwick and CCAO understand the economic issues facing Ohio's public employers today and take seriously our responsibility of providing you with an accurate projection of premium. We pride ourselves on estimating your workers' compensation premiums so you can set your annual budget with confidence.

Estimated 2023 Premium \$90,718 (does not include BWC assessments)

Targeted Refund % 23%

Targeted Refund \$ \$20,865

Please be advised that premium may vary from estimates depending upon group retrospective rating program changes, group enrollment level, BWC rates, experience calculations, actual payroll and other relative information provided by BWC.

Enrollment is easy!

Sign and return in enclosed envelope by July 8, 2022

Or email your signed documents to NBenson@ccao.org Application form U-153
 Participation Agreement

Should you have any questions, contact Beth Miller at CCAO at (888) 757-1904 or Joe Miller (Joseph.Miller@sedgwick.com) at Sedgwick at (800) 825-6755 ext. 65586.









2023 Group Retrospective **Rating Analysis**

Employer:

Union County

-34%

Policy No.:

38000001

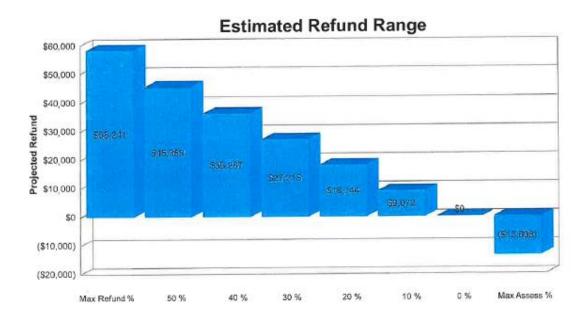
EMR: 0.66

Max Refund:

64.20%

Max Assessment: 15%

Target Refund: 23%		Target Refund: \$ 20,865		
Estimated Individual Premium:	\$114,800	BWC will conduct three (3) and		
Less BWC Admin & DWRF:	\$24,082	determine the refund/ Your projected annual		
Estimated Standard Premium:	\$90,718	1st Evaluation Refund	\$16,692	
Estimated Maximum Savings:	\$58,241	2nd Evaluation Refund	\$3,756	
Estimated Maximum Assessment:	\$13,608	3rd Evaluation Refund	\$417	



Actual group refunds/assessments will be dependent on the performance of the entire group. This projection is to be used as a guideline only for decision making purposes. The results should not be construed as actual,

^{*}The 2023 premium amounts are for the payroll period from 1/01/2023 to 12/31/2023.



Employer Statement for Group-Retrospective-Rating Program

- Piease print or type.
- Please return completed statement to the attention of the sponsoring organization you are joining. The group administrator's third-party administrator will submit your original U-153 to:

 Ohio Bureau of Worker's Compensation

Attn: Employer Programs Unit

30 W. Spring St., 22nd Floor Columbus, OH 43215-2256

If you have any questions, please call BWC at (614) 466-6773.

NOTE: BWC's employers program	n unit must revie	w and approve this app	plication BEFORI	E it becomes effective.
Employer Name		Telephone number		BWC Policy Number
UNION COUNTY		9376453008		38000001
Address	City		State	Nine-digit Zip Code
233 WEST 6TH ST	MARYSVILLE		ОН	43040
		ting Program Enrolls		
I agree to comply with the Ohio Bureau of Worke Administrative Rule 4123-17-73). I understand the	rs' Compensat at my participa	ion Group-Retrospe ition in the progran	ective-Rating I n is contingen	Program rules (Ohio t on such compliance.
This form supersedes any previously executed U-:	153.			
I understand that only a BWC Group-Retrospectiv also understand if the sponsoring organization lis	ted below, is n	ot certified, this ap	plication is nu	ill and void.
I am a member of the County Commissioner organization and would like to be included in the January 1, 2023. I understand the employer rost in which I will or will not participate. Submission or	Group-Retros er submitted l of their form d	pective-Rating Prog by the group will be oes not guarantee	gram it sponse the final, off participation.	ors for the policy year beginning icial determination of the group
I understand the sponsoring organization's repre- organization) is the only representative I may have the representative for the Group-Retrospective-Ra- longer participate in the program. At the time I is Authorization (AC-2) to cancel or change individua	e in risk-related ating Program am no longer :	I matters while I rer will continue as my a member of the p	nain a membe individual rep	er of the group. I also understand resentative in the event that I no
I understand a new U-153 shall be filed each policy				_
I am associated with the sponsoring organization of	or a certified af	filiate sponsoring or	ganization. [∑ Yes ☐ No
County Commissioners Association Retri	o Group		981	
Name of sponsor or affiliate sponsor	Sponsor or	affiliate sponsor pol	icy number	
Note: For injuries that occur during the period and not use or participate in the Deductible Program Medical-Only Program or the Drug-Free Safety Pro	i, Group Ratin	rolled in the Group- g, Retrospective Ra	Retrospective ting, Safety C	-Rating Program, employers may ouncil Rebate Program, \$15,000
		fication		
	certi		1	
Dave Burke (Officer Name) Union County	certifies th	at he/she is the _	Commi	ssioner of
Union County (Employer Name)		, the employe	r referred to a	bove, and that all of the
information is true to the best of his/her knowled	ge, information	n, and belief, after c	arefuł investig	ration,
				5-22
(Hitcon Menature)		_	(Dat	e)

BWC-7659 (Rev. 12/21/2010) PC U-153

(Officer Signature)

County Commissioners Association Retro Group, group #3580 (2023) County Commissioners Association / policy #38000001

GROUP RETROSPECTIVE RATING Frequently Asked Questions



What is Group Retrospective Rating?

Group retrospective rating is an alternative rating program offered by the Ohio Bureau of Workers' Compensation (BWC). Group retrospective rating allows employers of a similar industry to join together through a sponsoring association to earn refunds (or be charged assessments) based on the performance of the group. Counties in the 2023 group retrospective rating program will pay their individually merit-rated premium to BWC in 2023 based on their established installment plan.

When are group retrospective rating applications due to BWC?

The BWC deadline to file enrollment applications for the 2023 group retrospective rating program is **July 29, 2022**. However, enrollment information must be received by CCAO <u>no later than</u> **July 8, 2022** for submission to BWC. Please return enrollment documents to Nedra Benson at CCAO, 209 East State Street, Columbus, OH 43215 or email your signed documents to NBenson@ccao.org.

What are the BWC eligibility requirements?

The two (2) primary requirements are that all BWC premium payments be made timely and that there are no overdue balances.

What are the safety requirements for membership in the program?

The participating county will agree to the following safety requirements:

- Completion of progress report for areas identified in safety analysis provided during the program
 implementation.
- Willingness to implement CCAO's 10 Step Safety Plan and Group Retro Safety and Claims Management
 Expectations, which are available at CCAO.org under CCAO Service Corporation.

Can I stack discounts from other BWC programs if I enroll in a group retrospective rating program?

While BWC will not allow employers to participate in most other programs while participating in group retro, they do allow participation in local Safety Councils where one can receive a 2% discount on premiums.

When will I know if the group earned a refund or has to pay an assessment?

BWC will review claims losses for each group retrospective policy year three times. The first evaluation will be 12 months after the end of the policy year. For the January 1, 2023 to December 31, 2023 policy year, the first evaluation would take place in December 2024. Subsequent evaluations would take place in December of 2025 and December of 2026. BWC has up to four months after the review to notify employers.

How much of a refund can I earn?

Refunds will be based on the performance of the entire group. The group would earn a refund equal to the difference between its merit-rated premium (as paid to BWC) and the group's retrospective premium (minimum premium plus developed claim losses). The estimate for CCAO's 2023 group retro program is included on the rating analysis within your offer packet.

How much can I be assessed?

As the sponsor of the group retrospective rating program, we will select a maximum assessment amount that will limit the assessment that any participant can pay. The maximum assessments range from 5% to 100%, with most groups expected to select between 5% and 25%. The maximum assessment level selected by CCAO for the 2023 program is included on the rating analysis within your offer packet.

How can I obtain additional information about CCAO's group retrospective rating program?

For more information about group retrospective rating, contact Beth Miller (emiller@ccao.org) at CCAO at (888) 757-1904. Or you can contact Joe Miller (Joseph.Miller@sedgwick.com) at Sedgwick at (800) 825-6755 ext. 65586.

UNION COUNTY COMMISSIONERS JOURNAL 2022 July 6, 2022

COUNTY COMMISSIONERS ASSOCIATION OF OHIO WORKERS' COMPENSATION GROUP RETROSPECTIVE RATING PLAN AGREEMENT

THIS AGREEMENT, dated as of _______, 2022, is between CCAO Service Corporation ("CCAOSC"), an Ohio corporation, and <u>UNION COUNTY</u> ("Participant"), a political subdivision of the State of Ohio.

Section I: INTRODUCTION

Section 4123.29 of the Ohio Revised Code (ORC), and the rules promulgated thereunder, permit the establishment of employer group retrospective rating plans in order to group the experience of employers for workers' compensation rating purposes. The County Commissioners' Association of Ohio ("CCAO"), acting through CCAOSC its Service Corporation, as a sponsoring organization within the meaning of Section 4123.29 and the regulations associated with same, hereby establishes a Group Retrospective Rating Plan for the benefit of its membership. The terms and conditions for participation in the CCAO Group Retrospective Rating Plan are herein established.

A participating county is hereafter referred to individually as a "Participant". Participating counties are collectively referred to as the "Group".

Section II: NAME

The name of the plan shall be the CCAO Workers' Compensation Group Retrospective Rating Plan, hereafter referred to as the "CCAO Group Retrospective Rating Plan" or the "Plan". The principal office of the CCAO Group Retrospective Rating Plan shall be located at 209 East State Street, Columbus, Ohio 43215.

Section III: PURPOSE OF GROUP PLAN

The CCAO Group Retrospective Rating Plan is intended to: (1) achieve lower workers' compensation costs for the Group, and (2) result in the establishment of safer working conditions and environments for each Participant.

Section IV: REPRESENTATIONS AND WARRANTIES CONCERNING ELIGIBILITY

- A. CCAOSC, for itself and on behalf of CCAO, represents and warrants as follows:
 - (1) CCAO was created more than two years prior to the date of application for Group coverage.
 - (2) CCAO was formed for the purposes other than obtaining Group Workers' Compensation under Section 4123.29, ORC; rather it was formed for the purpose of, among other things, uniting the county commissioners of Ohio into an association to promote the best practices and policies in the administration of county government for the benefit of the people of the State of Ohio.
 - (3) The business of the Group members is substantially similar such that the policies which are grouped are substantially homogeneous.
- B. The Participant represents and warrants as follows:
 - It is a member of the County-Commissioners' Association of Ohio and is current in all financial obligations to CCAO.
 - (2) It has an Ohio Bureau of Workers' Compensation ("OBWC") policy number for counties and its account with OBWC has no outstanding premiums, penalties or assessments due from it.
 - (3) It is not a member of any other group for the purpose of obtaining workers' compensation coverage under Section 4123.29, ORC.
 - (4) It is current in all financial obligations to the Group.

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Section V: BASIC OBLIGATIONS OF PARTIES

Pursuant to Section I, hereof, CCAO, acting through CCAOSC, has established the CCAO Group Retrospective Rating Plan.

A. CCAOSC shall:

- (1) coordinate and administer the CCAO Group Retrospective Rating Plan in accordance with this agreement.
- (2) file or cause to be filed all necessary applications with OBWC to obtain membership for the Participants in the CCAO Group Retrospective Rating Plan; and
- perform such additional duties as are required of it by this Agreement.
- B. The Participant shall:
 - (1) join and participate in the CCAO Group Retrospective Rating Plan; and
 - (2) perform such additional duties and pay such fees and expenses as are required of it by this Agreement.

Section VI: RATE CONTRIBUTION AND REBATES

The Participant understands that the Group performance must be estimated in advance of the experience period and is based upon the most recent experience period, and that the actual Group performance will vary depending upon multiple factors. The Participant is solely responsible for any assessment of premiums owed to the OBWC. In no event shall CCAO, CCAOSC, the third party administrator, or other Group members be held liable for premiums owed by the Participant to the OBWC.

The Participant understands the Group performance is subject to change during and subsequent to the policy period, and all debit and credit adjustments processed by the OBWC will be the premium responsibility of the individual Participant. In no event will CCAO, CCAOSC, the third party administrator, or the other Group members be held liable for premiums owed by the Participant to the OBWC resulting from subsequent rate revisions.

It is understood that the OBWC will evaluate the performance of the CCAO Group Retrospective Rating Plan by comparing the aggregate individual participants' premiums paid to OBWC to the developed losses incurred by the participants during the policy year. It is also understood that the OBWC will perform this comparison in three periods in the following number of months after the inception of the program year: 24 months, 36 months, and 48 months.

In the course of the OBWC's evaluation of the program, should premiums paid by the Group exceed the total developed losses, the Group will be entitled to a refund for the difference. However, if the total developed losses exceed the total premiums paid to OBWC for the policy year the Group would then be subject to an assessment. The total assessment in this case, could not exceed the predetermined amount ("Maximum Premium Percent") selected by the group Executive Committee. For each evaluation period, payment of refund or notice of assessment to each Participant will be made by the OBWC pursuant to OBWC rules and procedures.

Section VII: ADMINISTRATIVE SERVICES

CCAOSC, with approval of the Group Executive Committee, shall retain the services of a third party administrator ("TPA") specializing in the administration of workers' compensation claims. Such designated TPA shall assist CCAOSC staff in the day to day management of the plan, prepare and file necessary reports for both OBWC and members, assist with loss control program, and other duties, (excluding claims-related matters, which shall be the responsibility of each individual Participant, as provided in the second paragraph of this Section VII) relating to the Plan's activities. The cost of these TPA services, and the administrative costs of CCAOSC, shall be borne by the Participant in proportion to its payroll to the total payroll of the Group. CCAOSC shall bill the Participant for such services at such times as are determined by the Group Executive Committee and the Participant shall remit payment to CCAOSC within thirty (30) days of its receipt of such bill.

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Each Participant agrees to engage, at its sole expense, a TPA for claims-related matters, the same TPA as CCAOSC has retained as TPA for the Group, and further agrees to remain with said TPA for as long as Participant remains a member of the CCAO Group Retrospective Rating Plan.

In any event, the Participant agrees to inform CCAOSC, the Group, and the Group's TPA, at all times, of all claims and related matters which will affect the rating of the Group.

Section VIII: RISK MANAGEMENT SERVICES

The Participant acknowledges that one of the goals of a group retrospective rating program is a substantial improvement in accident prevention and safety training by the Group. The Participant shall make a good faith effort to maintain a safe working environment for its employees and to implement the Group's model safety and claims management program, "The CCAO 10 Step Safety Plan for County Government". In addition, each Participant shall participate in and comply with any safety program or claims management procedure adopted by the Group Executive Committee, including, but not limited to, completing the Claims Management and Safety Expectations Survey and working toward accomplishing all of the Claims Management and Safety Expectations. The costs for these risk management services shall be allocated, billed and paid in the same manner as described in Section VII, above. The Participant may provide supplementary training and risk management consulting services to its employees at the Participant's sole expense.

CCAOSC reserves the right to require the Participant to undergo an occupational safety and health audit of its premises. A copy of the audit results and safety recommendations shall be provided to the Participant and to CCAOSC. Participant agrees to make a good faith effort to comply with any safety recommendations.

Section IX: GENERAL ADMINISTRATIVE FEES

The Participant agrees to pay the administrative fees of CCAOSC during the term of the Agreement, if any, in the manner specified in Section VII, above.

Section X: GROUP EXECUTIVE COMMITTEE

There is hereby established a Group Executive Committee to oversee the CCAO Group Rating Program and the CCAO Group Retro Program, which shall consist of eleven members. Two of said members shall be the President and the Secretary/Treasurer of CCAOSC. Nine members shall be representatives of CCAO Group Rating and Group Retro Plan Participants. No Participant shall have more than one member on the Group Executive Committee, and each Executive Committee Member shall be a county commissioner. However, any member county may by written instrument signed by two or more County Commissioners, appoint a designee who need not be a county commissioner but shall be an employee of the member county. A designee shall have the same powers as the appointing member.

The duties of the Group Executive Committee shall be:

- to approve the selection of a TPA, as provided in Section VII hereof;
- to review and approve proposed TPA fees, fees for risk management services, and general administrative fees, and to provide for the billing and collection thereof;
- to determine ongoing eligibility of each Participant for continued participation in the Group; and
- (4) to perform such other acts and functions as may be necessary to the administration of the Group.

UNION COUNTY COMMISSIONERS JOURNAL 2022 July 6, 2022

Section XI: TERM OF AGREEMENT

Subject to the approval of the CCAO Group Retrospective Rating Plan by the OBWC, the term of this Agreement shall commence on the date of execution hereof and shall be continuing and shall be applicable to all rating periods beginning January 1, 2023 and thereafter. CCAOSC may terminate this Agreement upon thirty (30) days written notice to the Participant. The Participant may terminate this Agreement so as not to be included in the CCAO Group Retrospective Rating Plan for the next annual rating period provided ten (10) days written notice of intent to withdraw from the CCAO Group Retrospective Rating Plan is given to CCAOSC prior to the prescribed application deadline of OBWC, currently July 29, 2022. In any event, a Participant shall not be relieved of the obligation to pay any amounts owed for participation in the CCAO Group Retrospective Rating Plan prior to withdrawal therefrom.

Section XII: APPLICATIONS BY PARTICIPANT

Initial application of a Participant shall include: (1) a properly signed and authorized copy of this Agreement; and (2) a properly executed OBWC Form U153, allowing CCAOSC or its TPA to represent the CCAO Group Retrospective Rating Plan before the OBWC. In order to remain eligible for Group membership, a Participant must be current in all financial obligations to CCAO and to the Group, and shall provide to CCAOSC annually, prior to the OBWC group retrospective rating deadline: (1) a properly signed and authorized copy of this Agreement; and (2) a properly executed OBWC U153, allowing CCAOSC or its TPA to represent the CCAO Group Retrospective Rating Plan before the OBWC.

Section XIII: GENERAL PROVISIONS

CCAOSC shall strictly account for all funds collected and disbursed relating to the Group Retrospective Rating Plan. All Group Retrospective Rating Plan funds shall be strictly segregated from all CCAOSC funds relating to the operations and activities of CCAO's other programs.

The Participant is solely responsible for any assessments or premiums levied by OBWC against it. Neither the CCAO Group Retrospective Rating Plan nor its TPA shall be liable for any such charges.

If the Participant leaves the Group, it will allow representatives of the Group to access its loss experience for a period of three (3) years following the last year of participation.

Section XIV: ANTI-DISCRIMINATION PROVISION

Per section 125.111(A) of the Ohio Revised Code, CCAOSC warrants and agrees to the following:

- A. In the hiring of employees for the performance of work under this Agreement or any subcontract hereunder, neither CCAOSC or any subcontractor, by reason of race, color, religion, sex, age, disability or military status as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of the State of Ohio in the employment of a person qualified and available to perform the work to which such contract relates; and
- B. None of CCAOSC, any subcontractor, or person acting on behalf of any such organization, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of work under the contract on account of race, color, religion, sex, age, disability, or military status as defined in section 4112.01 of the Revised Code, national origin, or ancestry.

The Participant hereby acknowledges receipt of the complete Agreement.

IN WITNESS THEREOF, the parties hereby enter into this Agreement on the date given below.

John Leutz, CCAO Assistant Directo
UNION COUNTY
By: Signature of Authorized Official
UNION COUNTY
233 WEST 6TH ST
MARYSVILLE OH 43040
38000001
DRM (if required) Digitally lapade to Traymoti, Gray Chic con-Theyrot C. Gray, and-thron County Prosecution's CNTco, our-decidated Prosecution in Nationals, our-decidated Prosecution in Nationals, our-decidated Prosecution in Nationals.

A motion was moved by <u>Christiane Schmenk</u> and seconded by <u>Dave Burke</u> to approve this Resolution and was carried by the following vote:

Dave Burke, Yea Christiane Schmenk, Yea

RESOLUTION NO. 22-237:

A Resolution Determining that the Third Amendment to the Petition for Expansion of the Jerome Village Community Authority Complies with the Requirements of Section 349.03 of the Ohio Revised Code and to Fix a Time, Date and Place for Public Hearing on the Amendment

The County Commissioners do hereby approve the Resolution Determining that the Third Amendment to the Petition for Expansion of the Jerome Village Authority Complies with the Requirements of Section 349.03 of the Ohio Revised Code and to Fix a Time, Date and Place for Public Hearing on the Amendment.

RESOLUTION No. 22-237

8/10 e 10:30 m A RESOLUTION DETERMINING THAT THE THIRD AMENDMENT TO THE PETITION FOR EXPANSION OF THE JEROME VILLAGE COMMUNITY AUTHORITY COMPLIES WITH THE REQUIREMENTS OF SECTION 349.03 OF THE OHIO REVISED CODE AND TO FIX A TIME, DATE, AND PLACE FOR A PUBLIC HEARING ON THE AMENDMENT

WHEREAS, on July 28, 2008, Jerome Village Company, LLC (the "Developer") filed a petition (the "Original Petition") for the establishment of the Jerome Village Community Authority (the "Authority") with the Board of County Commissioners of Union County, Ohio (the "Board");; and

WHEREAS, this Board, as the "organizational board of commissioners" as that term is defined in Section 349.01(F) of the Ohio Revised Code, adopted its Resolution No. 417-08 on August 4, 2008, determining that the Original Petition complied as to form and substance with the requirements of Section 349.03 of the Ohio Revised Code and fixing the time and place for a hearing on the establishment of the Authority; and

WHEREAS, this Board, as the organizational board of commissioners, held a public hearing on the Original Petition on August 28, 2008, after public notice was duly published in accordance with Section 349.03 of the Ohio Revised Code; and

WHEREAS, this Board adopted Resolution No. 469-08 on September 8, 2008, determining that the creation of the Jerome Village Community District (the "District") would be conducive to the public health, safety, convenience and welfare, and that it was intended to result in the development of a new community as described in Chapter 349 of the Ohio Revised Code, and declaring the Authority organized as a body corporate and politic in the State of Ohio; and

WHEREAS, Section 349.03 of the Ohio Revised Code authorizes amendments to Original Petition, and upon the filing of such an amendment, the organizational board of commissioners shall follow the same procedure to approve the amendment as required by Section 349.03 in relation to the Original Petition; and

WHEREAS, the Developer, as the "developer" for the District within the meaning of Section 349.01(E) of the Ohio Revised Code, submitted to the City of Marysville, Ohio ("Marysville") an amendment to the Original Petition (the "Petition Amendment") for addition of territory to the District as described in the Petition Amendment and shown as Exhibit A attached hereto (the "Expansion Area") and to further describe the community development charges that the Authority may levy for collection within the District and requesting changes to the method of selecting successor members to the Authority's Board of Trustees; and

WHEREAS, the City Council of Marysville passed Ordinance No. 002-2022 on February 14, 2022, directing the City Manager of Marysville to sign the Petition Amendment on behalf of Marysville, and the Petition Amendment was signed by the City Manager of Marysville to indicate the approval of the Petition Amendment by Marysville as a "proximate city" as that term is defined in Section 349.01(M) of the Ohio Revised Code; and

WHEREAS, the Petition Amendment was filed with the Clerk of this Board as required by Chapter 349.03 of the Ohio Revised Code; and

WHEREAS, the Developer has requested that the Board, as the organizational board of commissioners, determine that the Petition Amendment complies as to form and substance with the requirements of Section 349.03 of the Ohio Revised Code, and the Developer further requests that the Board fix the time and place of a hearing on the Petition Amendment (which hearing, pursuant to Section 349.03(A) of the Ohio Revised Code, must be held not less than thirty nor more than forty-five days after the filing of the Petition Amendment);

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

Section 1. This Board has examined the Petition Amendment and finds and determines that the Petition Amendment complies with the requirements of Section 349.03 of the Ohio Revised Code as to form and substance.

Section 2. A public hearing on the Petition Amendment to expand the Jerome Village Community Authority to include the Expansion Area and make the other amendments to the Original Petition as described herein and therein shall be held on Wednesday, August 2022, at 10:30 a.m. in the Commissioner's Hearing Room at 233 West Sixth Street, Marysville, Ohio 43040.

Section 3. The Clerk of this Board is directed to arrange for notice of the public hearing by publication once each week for three consecutive weeks in a newspaper of general circulation in Union County pursuant to Section 349.03(A) of the Ohio Revised Code, provided that each such publication shall appear in the newspaper prior to the public hearing described in Section 2 hereof.

Section 4. This Board finds and determines that all formal actions of this Board concerning and relating to the adoption of this Resolution were taken in an open meeting of this Board and that all deliberations of this Board and of any committees that resulted in those formal actions were in meetings open to the public in compliance with the law, including Section 121.22 of the Ohio Revised Code.

Dave Burke introduced this resolution and moved its passage; Christiane Schmedseconded the motion; and after discussion, the chair called a roll call vote, and the results were:

Steve Robinson

Dave Burke
Christiane S. Schmenk

Passed:

July

, 2022

BOARD OF COUNTY COMMISSIONERS
UNION COUNTY, OHIO

10

Steve Robinson

Christiane S. Schmenk

Approved as to Form:

Thayne D. Gray Assistant Prosecuting Attorney

CLERK'S CERTIFICATION

I certify that the foregoing is a true and correct copy of Commissioners Resolution 22-237 adopted on July 6, 2022, and journalized in Commissioners Journal 2022, p. 1

Sarah Early, Clerk

Date: July 6, 20 22

A motion was moved by $\underline{\text{Dave Burke}}$ and seconded by $\underline{\text{Christiane Schmenk}}$ to approve this Resolution and was carried by the following vote:

Dave Burke, Yea Christiane Schmenk, Yea

* * *

RESOLUTION NO. 22-238

Fransfers of Appropriations and/or Funds

funds: $_{\rm of}$ transfers following The County Commissioners do hereby approve

JO JOURNAL LINE ENTRY DATE JNL SHORT DESC JNL EFF DATE AMD STATUS
18 1 07/03/2022 ADJ2 07/03/2022 Pending appro DTL EFF DATE DR/CR AMOUNT JNL CLERK ORG OBJECT PROJECT COMMENT 07/03/2022 36906708 535001 Increasing due to actuals exp 07/03/2022 Pending approval Janell A Additional Description: the purposes of increasing the In-Home Service Senior Services Sales Tax fund has a carried forward balance of \$3,241 to reduced spending in 2020 and 2021 due to COVID and receiving add to equal an amount closer to 12 months of average expenses or \$1,95

17 1 07/03/2022 ADJ1 07/03/2022 Pending approve Additional Description: the purposes of increasing the In-Home Services budget line. This line is used for paying personal care, homemaking, and in-home respite care for clients. The Senior Services Sales Tax fund has a carried forward balance of \$3,241,240.62 as of 6/30/22. The carried forward balance equals approximately 20 months of average expenses. Due to reduced spending in 2020 and 2021 due to COVID and receiving additional grants to assist with COVID, we are now attempting to spend down some of the carried forward balance to equal an amount closer to 12 months of average expenses or \$1,950,000. Auditor's Certificate Received. OBJECT PROJECT COMMENT DTL EFF DATE DR/CR AMOUNT 07/03/2022 52,000 17 07/03/2022 ADJ1 07/03/2022 Pending approval Janell A 371JWAAD 550100 Increase 371JWADW 550100 Decrease 07/03/2022 52,000 07/03/2022 Pending approval Janell A 17 07/03/2022 ADJ1 2,200 07/03/2022 17 07/03/2022 ADJ1 07/03/2022 Pending approval Janell A 35001508 520100 Increase 35001508 07/03/2022 2,200 07/03/2022 Pending approval Janell A 530600 Decrease 07/03/2022 ADJ1 17 39,400 07/03/2022 17 07/03/2022 ADJ1 07/03/2022 Pending approval Janell A 36044508 540100 Increase 07/03/2022 D 39,400 07/03/2022 Pending approval Janell A 36044508 530100 Decrease 17 07/03/2022 ADJ1 07/03/2022 Pending approval Janell A 36906708 520225 Increase 07/03/2022 10,010 17 07/03/2022 ADJ1 07/03/2022 Pending approval Janell A 36906708 535004 Decrease 07/03/2022 D 5,010 17 07/03/2022 ADJ1 07/03/2022 D 5,000 17 07/03/2022 ADJ1 07/03/2022 Pending approval Janell A 36906708 535006 Decrease Additional Description: After reviewing the June 2022 financials, request to move the budgets within the same fund to reflect actual spending. TOTAL 103,610 JOURNAL LINE ENTRY DATE JNL SHORT DESC JNL EFF DATE AMD STATUS DTL EFF DATE DR/CR AMOUNT JNL CLERK ORG OBJECT PROJECT COMMENT 06/29/2022 I 96,587 06/29/2022 Pending approval Susan Ch 04263100 530100 JUV22 Equivant contract Additional Description: Ohio Supreme Court Grant award. Auditor's Certificate Received. Christian School 7/6/2022

*Received Certificate of County Auditor that the Total Appropriations from Each Fund Do Not Exceed the Official Estimate of Resources.

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, <u>Union</u> County, Ohio, <u>Marysville</u>, Ohio, <u>June 30, 2022</u>

To Union County Commissioners

I, <u>Andrea L. Weaver</u>, County Auditor of <u>Union</u> County, Ohio, do hereby certify that the total appropriations from each fund taken together with all other outstanding appropriations, do ¹not exceed the ² <u>May 4, 2022</u> amended estimate of resources for the fiscal year beginning January 1st, 20 22, 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

001 -- General Fund

		TRA	ANSFER FORM			
	Tuesday (Due to the Auditor by no	oon Friday)	Thursday (Due to the Auc	litor by r	noon Tuesday)	
Depa	artment: Common Pleas	s Court	Date: 6/29	9/202	12	
	RESO	LUTION RE: TR	ANSFER OF FUNDS			
	tion was made by prove the following transfer (s):		and seconded by			-
Fron	Mental Health & n: Addiction Fund Name	17041406 Org Number	Contract Services Object Name	Exp	530100 Object Number	CP001 Project Number
То:	Special Projects Fund Name	15841400 Org Number Amount: \$	Reimbursement Object Name \$55,000	Rev	480110 Object Number	Project Number
Fron	1:Fund Name	Org Number	Object Name	Ехр	Object Number	Project Number
То:	Fund Name	Org Number Amount: \$	Object Name	Rev	Object Number	Project Number
From	Fund Name	Org Number	Object Name	Ехр	Object Number	Project Number
10:	Fund Name	Org Number Amount: \$	Object Name	Rev	Object Number	Project Number
From	Fund Name	Org Number	Object Name	Exp	Object Number	Project Number
10.	Fund Name	Org Number Amount: \$	Object Name	1,67	Object Number	Project Number
	onforRequest: To reimburse Taylor '	Pharp, Spe	cial Project Sal	ary a	and Benefits	
			Approved by Adminis	trator		aut 12
	all vote resulted as follows:		Steve Ro			6.30.21
cc;	Auditor Originator Resolution File			C.J. 2 Date:	Chies Denne	
	ESTER ACKNOWLEDGEMENT: priations are available, and free o		e above-referenced account	ts and h	ave verified that	
					n	

revised 6/29/2022

Auditor's Office Approval CB 7/1

		TRANS	SFER FO	RM			
	Tuesday (Due to the Auditor by	y noon Friday)	Thursday	(Due to the Aud	ditor by	noon Tuesday)	
Depar	tment: <u>Commissioners /</u>	COYC	-		Date:	6.38.33	
		RESOLUTION RE:	TRANS	FER OF FUN	DS		
	on was made by ove the following transfer (s):		and	seconded by _			_
From:	General Fund Name	010CO102 Org Number		C Operating	Ехр	550190 Object Number	N/A Project Number
To:	COYC Fund Name	97041800 Org Number		r Contribution ject Name	Rev	450112 Object Number	N/A Project Number
		Amount:	\$	84,086.35			
From:	Fund Name	Org Number	- 01	ject Name	_	Object Number	Project Number
To:					_		D. J. of Municipal
	Fund Name	Org Number Amount:	\$	ject Name		Object Number	Project Number
From:	Fund Name	Org Number	Ot	ject Name		Object Number	Project Number
To:	Fund Name	- 0- N-b-		ject Name		Object Number	Project Number
	Fund Name	Org Number Amount:	\$	yetz Name		Oujed Hornon	r roject Hamber
From:	Fund Name	Org Number	OE	ject Name	Ехр	Object Number	Project Number
To:					Rev		
	Fund Name	Org Number Amount:	\$	ject Name -		Object Number	Project Number
Reason	for Request:				1 2 3	84,095.35 84,085.35 84,085.35	
	COYC 2rd 1/4 FY22 UNCO SI	hare			4	252,266.05	
			Appro	ved by Adminis	trator		
Roll cal	i vote resulted as follows:			Dave	Burke		
				Steve Rob	inson	00 - 11 0	,
CC:	Auditor			Chris Sch	nmenk	Chis Schol 7.6-23	
REQUE	STER ACKNOWLEDGEMENT riations are available, and free	I have reviewed the a	above-refe s (includii	renced accoun	ts and	have verifled that	
	Revised 01-02-19		Auditor's	Office Approval	01	5 7/1	

VOLUME 2022 PAGE 1223

UNION COUNTY COMMISSIONERS JOURNAL 2022 July 6, 2022

A motion was moved by <u>Christiane Schmenk</u> and seconded by <u>Dave Burke</u> to approve this Resolution and was carried by the following vote:

Dave Burke, Yea Christiane Schmenk, Yea

* * *

RESOLUTION NO. 22-239:

Payment of Bills

The County Commissioners do hereby approve the payment of regular purchase order bills and the "then and now" bills submitted over \$50,000.00 for the week of July 4, 2022.

Vendor	Name	CK RUN	Invoice	PO	Invoice Amt	Status	Dept
9714	NR LEE RESTORATION L	070622	2 Final	20215614	69,511.00	Pending approval	412
	Additional Description: Fi	inal payme	ent for 23	3 W 6th St.			
775	TRI-COUNTY REGIONAL	070622	160271	20220497	431,597.51	Pending approval	438
	Additional Description: 3	rd Qrt 202	2 Jail Ope	erating Expe	enses.		
		Phus	tieros X	School		-	
	Commissioners				07/06/22		

A motion was moved by <u>Dave Burke</u> and seconded by <u>Christiane Schmenk</u> to approve this Resolution and was carried by the following vote:

Dave Burke, Yea Christiane Schmenk, Yea

* * *

VOLUME 2022

ADMINISTRATOR ACTION NO. 22-086A:

Transfer of Appropriations and/or Funds

County Administrator Bill 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
1073	1	06/30/2022 correct ne	06/30/2022	Pending approval	Tammy Kl	17441406	510100		correct negatives in fringe	06/30/2022	D	11,435.00
1073	2	06/30/2022 correct ne	06/30/2022	Pending approval	Tammy KI	17441406	510305		correct negatives in fringe	06/30/2022	1	11,000.00
1073	3	06/30/2022 correct ne	06/30/2022	Pending approval	Tammy Kl	17441406	510310		correct negatives in fringe	06/30/2022	1	400.00
1073	4	06/30/2022 correct ne	06/30/2022	Pending approval	Tammy Ki	17441406	510320		correct negatives in fringe	06/30/2022	- 1	35.00
-	Additional Description: To reallocate appropriations to correct negative balance and realign with actual expenses. JOURNAL INE ENTRY DATE JNL SHORT DESC JNL EFF DATE AMD STATUS JNL CLERK ORG OBJECT PROJECT COMMENT DTL EFF DATE DR/CR AMOUNT											
JOURNAL	.INE				JNL CLERK			PROJECT			DR/CR	
1025	1	06/29/2022 align		Pending approval		36542008			from contract services	06/29/2022	ı	20,000.00
1025	2	06/29/2022 align	06/29/2022	Pending approval	Jackie H	36542008	530100		to AA	06/29/2022	D	20,000.00
	Addit	ional Description: To align appro	priations with a	ctual expenses.								
JOURNAL	INE	ENTRY DATE JNL SHORT DESC			JNL CLERK			PROJECT	COMMENT	DTL EFF DATE	DR/CR	AMOUNT
1022	1	06/29/2022 align		Pending approval		36044508	530160			06/29/2022	I	25,000.00
1022	2	06/29/2022 align	06/29/2022	Pending approval	Jackie H	36044508	530100			06/29/2022	D	25,000.00
	Addit	tional Description: To align appro	priations with a	ctual expenses.								
		Administrator	li.	7.5.2	>							
-												

		TR	ANSFER FORM			
	Tuesday (Due to the Auditor b	y noon Friday)	Thursday (Due to the Au	ditor by no	on Tuesday)	
Depa	artment: Union County En	ngineer's Office	Date: 06/30/22			
	RE	SOLUTION RE: T	RANSFER OF FUNDS			
A mo	tion was made by prove the following transfer (s)	:	and seconded by			-
-	n: Building Dept	6514220B Org Number	Contract Services Object Name	Ехр	530100 Object Number	Project Number
To:	Fund Name M&G Fund	25042200	Office Reimbursement	Rev	480138 Object Number	Project Number
	Fund Name	Org Number Amount: \$	\$145.76			
Fron				Ехр	Object Number	Project Number
To:	Fund Name	Org Number	Object Name	Rev		
	Fund Name	Org Number Amount: \$	Object Name		Object Number	Project Number
Fron	n:			Ехр	Chlora Manhor	Project Number
	Fund Name	Org Number	Object Name	Rev	Object Number	Project Name
To:	Fund Name	Org Number Amount: \$	Object Name	_	Object Number	Project Number
Fron	n: Fund Name	Org Number	Object Name	<u>Exp</u>	Object Number	Project Number
To;	Fund Name	Org Number	Object Name	Rev	Object Number	Project Number
Mech	on for Request: anic service work 05/17/2022 - In anic service work 05/19/22 - Invo					
			Approved by Admini	letrator	WAN	
Roll	call vote resulted as follows:		Da Steve F	ve Burke Robinson		-
cc:	Auditor Öriginator Resolution File		Christiane S	c.J		-
REQU	UESTER ACKNOWLEDGEMEN	T: I have reviewed to	the above-referenced accounces (including blanket purc	Date: nts and hi hase orde	ave varified that	-

		TRA	ANSFER FORM			
	_Tuesday (Due to the Auditor by	noon Friday)	Thursday (Due to the Au	ditor by n	oon Tuesday)	
Depa	rtment: Union County Eng	gineer's Office	Date: 06/30/22			
	RES	OLUTION RE: TR	ANSFER OF FUNDS			
A mot	ion was made by erove the following transfer (s):		and seconded by			_
From	: Sanitary Sewer	60142208 Org Number	Contract Services Object Name	Ехр	530100 Object Number	Project Number
To:	M&G Fund Fund Name	25042200 Org Number	Office Reimbursement Object Name	Rev	480138 Object Number	Project Number
		Amount: \$	\$329.57			
From	Fund Name	Org Number	Object Name	Ехр	Object Number	Project Number
To:	Fund Name	Org Number Amount: \$	Object Name	Rev	Object Number	Project Number
Fron	Fund Name	Org Number	Object Name	Ехр	Object Number	Project Number
То:	Fund Name	Org Number Amount: \$	Object Name	Rev	Object Number	Project Number
From	t: Fund Name	Org Number	Object Name	Ехр	Object Number	Project Number
To:	Fund Name	Org Number Amount: \$	Object Name	Rev	Object Number	Project Number
Reaso	on for Request: anic service work 05/23/2022 - In	voice #211 for \$198.67	,			
Mecha	ania service work 05/24/2022 - In	voice #212 for \$132.90				
			Approved by Admini			-
Roll c	all vote resulted as follows:			ve Burke tobinson schmenk		-
	Originator Resolution File			C.J. 2	66-9-5	_
REQL	ESTER ACKNOWLEDGEMENT priations are available, and free	: I have reviewed to of prior encumbrant	ne above-referenced account ces (including blanket purc	hase ord	ers): UA	-
						i.

Auditor's Office Approval 7/1

		TRANS	SFER FORM			
	Tuesday (Due to the Auditor by	noon Friday)	Thursday (Due to the	Auditor	by noon Tuesday)	
Depar	tment: Commissioners			Date:	6/27/2022	
	R	ESOLUTION RE:	TRANSFER OF FUI	NDS		
A motio	on was made by		and seconded b	у		
to appr	ove the following transfer (s):					
From:	Salary & Benefit Liability Fund Fund Name	13641200 Org Number	Trans Out Object Name	Exp	568001 Object Number	N/A Project Number
To:	General	04120000	Trans In	Rev	466001	N/A
	Fund Name	Org Number	Object Name		Object Number	Project Number
		Amount:	\$ 18,276.58			
From:	Salary & Benefit Liability Fund	13641200	Trans Out	Ехр	568001 Object Number	N/A Project Number
	Fund Name	Org Number	Object Name	_	•	
To:	General	04120000	Trans In Object Name	Rev	466001 Object Number	N/A Project Number
	Fund Name	Org Number			Object Humber	r rojeor rumine
		Amount:	\$ 22,469.25			
From	Salary & Benefit Liability Fund	13641200	Trans Out	Exp	568001	N/A
110	Fund Name	Org Number	Object Name		Object Number	Project Number
To:	General	04120000	Trans In	Rev	466001	N/A
	Fund Name	Org Number	Object Name		Object Number	Project Number
		Amount:	\$ 6,287.98			
From:			811-111-11		Object Number	Project Number
	Fund Name	Org Number	Object Name		Object Number	Project Number
To:		- A H - L -	Ohiasi Nama	_	Object Number	Project Number
	Fund Name	Org Number	Object Name		Object Harrison	, , , , , , , , , , , , , , , , , , , ,
		Amount:				
Reason	n for Request:				\$ 18,276.58	
	B Narducci Pay Out T Hansley Pay Out				\$ 22,469,25	
	K Higgins Pay Out				\$ 6,287.98	
					TOTAL	\$ 47,033.81
			Approved by Adminis	strator	WAN	
Roll ca	Il vote resulted as follows:		Dave	Burke		
			Steve Rob	inson		
cc:	Auditor		Chris Sch	nmenk		
CC.	Additor		•		C.J. 3033	
				Date:	7-6-23	
REQUI	ESTER ACKNOWLEDGEMENT priations are available, and free	: I have reviewed the of prior encumbran	e above-referenced acc nces (including blanket)	purcha	se orders): LR	
	Pevised 01-02-19		Auditor's Office Approval	0.8.	57/1	

		TRA	NSFER FORM			
	_Tuesday (Due to the Auditor by	noon Friday)	Thursday (Due to the Au	ditor by	noon Tuesday)	
Depar	tment: Union County Con	mon Pleas Court			Date:	6/15/2022
	RESC	DLUTION RE: TRA	NSFER OF FUNDS			
	on was made by ove the following transfer (s):		and seconded by		20102	
	Commen Plas	04140000	Travel &		550100	
From:	Fund Name	Org Number	Object Name	Exp	Sterille	Decinet Number
To:	Sheriff's Rotary	20943808		Pou	Object Number	Project Number
10.	Fund Name	Org Number	Webcheck / Fees Object Name	Rev	420104 Object Number	Project Number
		Amount:	\$10.00			•
From:	Convergon Meas	04140000 UHAGET	Trank + Expanse	Exp	5500100	
	Fund Name	Org Number	Object Name	LXP	Object Number	Project Number
To:	Sheriff's Rotary	20943808	Webcheck / Pay BCI Fees	Rev	420111	
	Fund Name	Org Number	Object Name		Object Number	Project Number
		Amount:	\$22.00			
From:				Ехр		
_	Fund Name	Org Number	Object Name		Object Number	Project Number
To:	Fund Name	Con Muselus	China Name	Rev	Contract Name of the Contract	Barbara Maria
	r and Heine	Org Number Amount:	Object Name		Object Number	Project Number
From:				Exp		
	Fund Name	Org Number	Object Name		Object Number	Project Number
To:				Rev		
	Fund Name	Org Number	Object Name		Object Number	Project Number
		Amount:				
Reason	for Request: 2022MAY-05 for a Webcheck in h	An.				
1 @ \$32.	.00 Each = \$10.00 Sheriff's Fees;	\$22.00 BCI Fees		1	11	
				1 /	11	
				Q NIW	Carc	
			Approved by Adminis	trator	WAN	
Roll cali	vote resulted as follows:		Dave E			
cc:	Auditor		Steve Robi Christiane Sch			
				c.J. 🧕	093	
REQUES	STER ACKNOWLEDGEMENT:	I have reviewed the	above-referenced account	Date:	7-6-3 t	
ppropri	ations are available, and free of	prior encumbrances	(including blanket purcha	s and n se orde	ers):	
	revised 6/6/2022		Auditoria	06	AB 111	

ADMINISTRATOR ACTION #22-087A:

Payment of Bills

County Administrator Bill Narducci approved the payment of regular purchase order bills and the "then and now" bills submitted for the week of July 4, 2022.

6354 KRAMER ENTERRISS, 070622 39494 20220666 11.74 Pending approval 420 3355 MAINZER, PETER 070622 AA, 7-2022 20221194 14.85 Pending approval 420 3441 KLINKER, DAVID E. 070622 AA, 7-2022 20221195 14.85 Pending approval 420 999999 MESIC LEVOER 070622 160305 Jury Duty 20.00 Pending approval 404 999999 MESCAL LEDS 070622 160306 Jury Duty 20.00 Pending approval 404 999999 MESCAN LEEDS 070622 160308 Jury Duty 20.00 Pending approval 404 999999 JEASON FINK 070622 160308 Jury Duty 20.00 Pending approval 404 999999 KATE MEKERE 070622 160311 Jury Duty 20.00 Pending approval 404 999999 KRISTI JONES 070622 160312 Jury Duty 20.00 Pending approval 404 999999 KRISTI JONES 070622 160312 Jury Duty 20.00	Vendor	Name	CK RUN	Invoice	PO	Invoice Amt	Status	Dept
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	999999	CYNTHIA SZABO	070622	160358	Jury Duty			
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	999999	DEBRA BROKAW	070622	160360	Jury Duty	20.00	Pending approval	404

Vendor	Name	CK RUN	Invoice	PO	Invoice Amt Status	Dept
999999	STEVEN BUMGARNER	070622	160361	Jury Duty	20.00 Pending approval	404
999999	JOHN SHEALY	070622	160362	Jury Duty	20.00 Pending approval	404
999999	SCOTT BROWN	070622	160363	Jury Duty	20.00 Pending approval	404
	CASSANDRA CONVERSE	070622	160364	Jury Duty	20.00 Pending approval	404
	MASI	070622	2270158	20220662	20.35 Pending approval	422
521						422
521	MASI	070622	2270442	20220662	20.35 Pending approval	
521	MASI	070622	2270017	20220662	20.35 Pending approval	422
52	DAYTON POWER & LIGHT	070622	7266248883Jun22	20220751	20.79 Pending approval	470
52	DAYTON POWER & LIGHT	070622	169002495 6/21/22	20220107	22.14 Pending approval	418
298	TRACTOR SUPPLY COMPA	070622	May/June22	20224421	26.98 Pending approval	422
52	DAYTON POWER & LIGHT	070622	9214472817Jun22	20220751	29.47 Pending approval	470
3711	RIFFLARD, JOHNNY & A	070622	AA, 7-2022	20221203	29.70 Pending approval	420
6066	HOSTETLER, SHELLIE	070622	AA 7-2022	20222842	29.70 Pending approval	420
521	MASI	070622	2270204	20220662	29.85 Pending approval	422
				20220616		470
733	MCAULIFFE'S ACE	070622	381300			
3204	JOHN DEERE FINANCIAL	070622	65877	20220976	0 11	470
39	COLUMBIA GAS OHIO IN	070622	19544	20220848	0 11	410
39	COLUMBIA GAS OHIO IN	070622	19543	20220848	38.37 Pending approval	410
39	COLUMBIA GAS OHIO IN	070622	19545	20220848	38.69 Pending approval	410
3917	AT&T MOBILITY	070622	287313221444X0619202	20222031	43.94 Pending approval	472
6354	KRAMER ENTERPRISES,	070622	39495	20220652	50.72 Pending approval	422
978	AEP OHIO	070622	3394	20220849	51.54 Pending approval	410
733	MCAULIFFE'S ACE	070622	381628	20220616		470
1038	SHAFFER, JASON	070622	AA, 7-2022	20221201	56.43 Pending approval	420
	,		•	20224306		438
3935	UNION COUNTY EMPLOYE	070622	160138			
978	AEP OHIO	070622	3912	20220849		410
3449	SHERMAN, SHANNON K &	070622	AA, 7-2022	20221200		420
4283	COLUMBUS DISPATCH	070622	July - Dec 2022	20222356	59.80 Pending approval	412
4696	AQUA SYSTEMS	070622	PSI-4507183	20221258	60.00 Pending approval	420
79	COPYSOURCE INC	070622	41661	20224461	64.00 Pending approval	422
35	BOB CHAPMAN FORD INC	070622	66735	20220219	64.99 Pending approval	438
5713	GRAINGER	070622	9352068036	20220974	66.00 Pending approval	470
6168	SBA STRUCTURES, INC.	070622	IN15772252	20220601		470
4319	OACP	070622	160176	20224379		438
				20220171	0 11	472
23	TIME WARNER COMMUNIC	070622	0096901062222-2		0 11	
23	TIME WARNER COMMUNIC	070622	0096901062222	20220621		470
9669	JEREMY E. RINEHART	070622	AA, 7-2022	20221202		420
521	MASI	070622	2270465	20220662	80.05 Pending approval	422
1039	REPUBLIC WASTE SERVI	070622	0046-005861071	20220666	80.28 Pending approval	422
1039	REPUBLIC WASTE SERVI	070622	0046-005861070	20220666	82.33 Pending approval	422
1039	REPUBLIC WASTE SERVI	070622	0046-005858381	20220666	82.78 Pending approval	422
2119	GORDON FLESCH COMPAN	070622	13789461, 13792721	20221240		
52	DAYTON POWER & LIGHT	070622	160146	20220228		
1189	EMBERLING, LANCE	070622	June2022	20220405		
2186	FISH, JAMES E.	070622	SecondQuarter	20220407		
8281	SPRIGGS, HALEY	070622	HaleyPhone	20220406	90.00 Pending approval	416

Vendor	Name	CK RUN	Invoice	PO	Invoice Amt Status	Dept
8415	BEALL, ALICE	070622	mission week, camp	20224008	100.00 Pending approval	420
936	STAPLES BUSINESS ADV	070622	8066617924	20220408	104.40 Pending approval	418
3556	LITZKE, DAVID WM	070622	030014.01	20224437	109.00 Pending approval	422
100370	SMARRA, ANDREW	070622	159000	20217715	111.35 Pending approval	440
38	CITY OF MARYSVILLE	070622	22-220,22-221	20224443	112.00 Pending approval	420
74	MOTION INDUSTRIES IN	070622	OH61-00098898	20224422	125.33 Pending approval	
1127	QUILL CORPORATION	070622	25779693	20221670	127.80 Pending approval	
8189	NEWEGG BUSINESS INC	070622	1303947789	20224364	129.75 Pending approval	438
1873	PARR PUBLIC SAFETY E	070622	INV87460	20220217	130.45 Pending approval	
930	WATERMAN, RON	070622	AA, 7-2022	20221199	148.50 Pending approval	
1451	TISCH, TERRI L. BLOO	070622	2022JE001	20224398	150.00 Pending approval	
7344	BEIGHTLER, ROBERT E.	070622	160298	20224386	150.00 Pending approval	
35	BOB CHAPMAN FORD INC	070622	66772	20220219	150.89 Pending approval	
1039	REPUBLIC WASTE SERVI	070622	0046-005857955	20220653	155.71 Pending approval	
733	MCAULIFFE'S ACE	070622	381795	20220616	163.11 Pending approval	
833	VERIZON WIRELESS GRE	070622	9909315430	20220165	169.30 Pending approval	
2204	WALMART COMMUNITY BR	070622	1642572043-Well-July	20222145	172.70 Pending approval	
4319	OACP	070622	160186	20222551	175.00 Pending approval	
4319	OACP	070622	160187	20222551	175.00 Pending approval	
4319	OACP	070622	160188	20222551	175.00 Pending approval	
4319	OACP	070622	160190	20222551	0 11	
1127	QUILL CORPORATION	070622	25777200	20221670	0 11	
100	SOUTHEASTERN EQUIPME	070622	A59187	20224457	187.84 Pending approval	
2119	GORDON FLESCH COMPAN	070622	IN13786664	20221428		
1605	CARDONE, JULIE	070622	AA, 7-2022	20224397	222.75 Pending approval	
1515	CINTAS	070622	4123114890	20220021	228.76 Pending approval	
2454	CRIBB, DONALD AND AN	070622	AA 7-2022	20221193	236.11 Pending approval	
3686	REYNOLDS, RIDINA	070622	AA, 7-2022	20221204	236.11 Pending approval	
3862	ADKINS, ROBERT	070622	AA 7-2022	20221192	0 11	
8810	HACKNEY, JOSEPH A	070622	E1 Exam	20224460	*	
2245	RICHWOOD BANKING VIS	070622	160297	20221247	2	
697	VANCE, SCOTT	070622	AA, 7-2022	20221198	0 11	
1484	KLEIBER, JON	070622	6-24-22 billing	20221661	0	
2245	RICHWOOD BANKING VIS	070622	160296	20221248		
336	HONDA MARYSVILLE AUT	070622	986087	20222509	*	
6354	KRAMER ENTERPRISES,	070622	39493	20220652		
	CAPITOL OFFICE SU	070622	WO-56877-1	20224426	0 11	
3227	IMIT, LLC	6/29/22	5-2022 VOCA	20220320		
1294	PAT'S PRINT SHOP	070622	160127	20224381		
3353	PCSAO	070622	7367	20224430		
8402	BANE-WALKER	070622	ZW02202	20224455		
978	AEP OHIO	070622	13853	20220849		
410	SUNBELT RENTALS INC.	070622	125821953-0002	20224458		
18	VANCE'S SHOOTERS SUP	070622	3932380-IN	20220194		
2234	WALMART	070622	8981 6/23/22	20220052		
9803	BRITE COMPUTERS	070622	INV25473	20220205	455.50 Penuing approva	430

						B
Vendor		CK RUN	Invoice	PO	Invoice Amt Status	Dept
	SMARRA, ANDREW	070622	160126	20223985	463.80 Pending approval	440
2204	WALMART COMMUNITY BR	070622	1642566143	20224423	479.10 Pending approval	420
696	ACLOCHE'	070622	1116622	20221465	499.20 Pending approval	412
6813	BLUE, ESQ.,ROBERT M.	070622	160300	20221249	500.00 Pending approval	414
8805	VANHOOSE, MELISSA	070622	Covid 19 PRC	20224435	500.00 Pending approval	420 420
8806	STEVENS, MARGIE	070622	Covid 19 PRC	20224434	500.00 Pending approval	420
8807	RAUSCH, KAYLA	070622	Covid 19 PRC	20224433	500.00 Pending approval 506.26 Pending approval	438
999	GALLS, LLC	070622	021420600	20222152		422
126	MCWHERTER PETROLEUM MASI	070622 070622	130243 2270074	20220550	589.25 Pending approval	422
521 1932	TREASURER STATE OF O	070622	22L4569	20220002	600.00 Pending approval	438
1329	GFOA	070622	11978	20224436		404
779	W. W. GRAINGER	070622	9342623502	20224221	625.23 Pending approval	422
937	STATE CHEMICAL MANUF	070622	902501068	20220655		422
122	MARYSVILLE PRINTING	070622	55080	20223797		404
4433	GREAT AMERICA LEASIN	070622	31893237	20220393		426
1039	REPUBLIC WASTE SERVI	070622	0046-005863102	20220121		418
999	GALLS, LLC	070622	021420775	20222931	733.14 Pending approval	438
3917	AT&T MOBILITY	070622	287304695737X06252	20220220	815.42 Pending approval	438
8804	EPP, JACOB	070622	6/13-6/24 summer you	20224445	864.50 Pending approval	420
557	SHELLY MATERIALS INC	070622	2409046	20224440	892.69 Pending approval	422
148	POSTMASTER	070622	Permit#41	20224258	1,000.00 Pending approval	422
8449	AUNALYTICS, INC.	07/13/22	29965754	20221302	1,048.90 Pending approval	410
1338	GRAPHIC STITCH INC	070622	39313	20223898	1,072.15 Pending approval	472
8637	MELEESA A HUNT	070622	20222341-00	20222341	1,200.00 Pending approval	420
557	SHELLY MATERIALS INC	070622	2406583	20224441	1,364.73 Pending approval	422
2965	O'CONNOR, MARK S.	070622	160299	20224385	1,424.50 Pending approval	414
1207	DANCO LETTERING	070622	72487	20220603		438
557	SHELLY MATERIALS INC	070622	2408254	20224439		422
4731	SMARTSHEET, INC.	070622	INV847911	20224176	, , , , , , , , , , , , , , , , , , , ,	
3227	IMIT, LLC	6/29/22	5-2022 VAWA	20220321		
5702	HANDEL INFORMATION T	070622	15768	20220111		
3960	SOUTHERN COMPUTER WA	070622	INV00741972	20220373		
1039	REPUBLIC WASTE SERVI	070622	0046-005857967	20220622		
8654	BERTKE, AMEE	070622	April directory ads	20224395		
2191	AMAZON	070622	May - June purchases	20224444	-,	
1080	B & C	070622	7074041	20220345	, , , , , , , , , , , , , , , , , , , ,	
682	OHIO READY MIX INC	070622	583685	20224454		
557	SHELLY MATERIALS INC	070622	2408253	20224450		
2245	RICHWOOD BANKING VIS	070622	47735-DYS grant 312728143	20222793		
1852	TRANE	070622 070622	312728327	20221527		
1852 1852	TRANE TRANE	070622	312728141	20221527		
52	DAYTON POWER & LIGHT	070622	7095996850Jun22	20220751		
1873	PARR PUBLIC SAFETY E	070622	INV87461	20220731		
516	SILCO FIRE PROTECTIO	070622	1107161	20224408		
310	SILCO FIRE PROTECTIO	070022	110/101	20224400	o, .zo.zo . c.romB opprove	

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Vendor	Name	CK RUN	Invoice	PO	Invoice Amt Status	Dept
52	DAYTON POWER & LIGHT	070622	8845475817 6/21/22	20220107	3,610.36 Pending approval	418
4353	ASPHALT MATERIALS, I	070622	9013285561	20224115	3,711.70 Pending approval	422
8013	BEYONDTRUST CORP	070622	IN0067056	20224333	3,950.04 Pending approval	404
6877	MARRIOTT HOTEL	070622	7/24-7/28/22 DYS	20224413	4,125.46 Pending approval	426
557	SHELLY MATERIALS INC	070622	2409882	20224452	4,488.00 Pending approval	422
2245	RICHWOOD BANKING VIS	070622	47735 Gen Fund	20222395	4,770.00 Pending approval	426
682	OHIO READY MIX INC	070622	583885	20224219	4,975.00 Pending approval	422
1873	PARR PUBLIC SAFETY E	070622	INV87459	20220844	5,013.15 Pending approval	438
682	OHIO READY MIX INC	070622	583884	20224453	5,502.75 Pending approval	422
6122	S&ME, INC.	070622	1126262	20224396	5,516.25 Pending approval	422
6877	MARRIOTT HOTEL	070622	7/24-7/28 NADCP GF	20224414	6,321.38 Pending approval	426
410	SUNBELT RENTALS INC.	070622	125821953-0001	20224459	7,631.94 Pending approval	422
1973	VILLAGE NETWORK	070622	20220606-0114	20224446	10,816.48 Pending approval	420
2175	TREASURER OF STATE (070622	22RC07509	20224362	15,990.00 Pending approval	438
525	ADRIEL SCHOOL INC	070622	50819,20,51,50921,22	20221260	18,559.20 Pending approval	420
8386	JENKINS, MARK	070622	1954	20224392	20,905.75 Pending approval	420

Administrator

07/06/22

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ADMINISTRATOR ACTION NO. 22-088A:

County Administrator Bill Narducci approved the following Capital Equipment Requisition:

Requisition Entry Date

22004707

7/6/2022

Status

2,852.70 Released

Amount

Vendor Name

SOUTHERN COMPUTER WAREHOUSE

Description

07/01/2022 APC SMART UPS RACK

* *

Department

404 IT

ADMINISTRATOR ACTION NO. 22-089A:

<u>Caregiver Support Program Contract Seasons of Care, LLC</u> – Executed contract is on file in the Union County Commissioners Office.

* * *

ADMINISTRATOR ACTION NO. 22-090A:

<u>Caregiver Support Program Contract – Memorial Hospital of Union County – Union County</u> <u>Senior Services</u> – Executed contract is on file in the Union County Commissioners Office

* * *

- * County Administrator Bill Narducci provided the following updates:
 - Update on parking lot. They will not backfill the area until they determine the cause.
 - There will be a public hearing held by the Ohio EPA to discuss the draft wastewater discharge permit and if it is approved, would authorize Plain City to increase the flow of the wastewater treatment plant.
 - He met with ODOT regarding the 42 Industrial Parkway project. They have been meeting with multiple developers and working on interim improvements to work within the scope of ODOT's project. There is a lot of coordination with multiple developers.

* * *

*Commissioner Dave Burke provided the following updates:

• On Monday, July 11, 2022, at 6:00 p.m., the Ohio EPA will hold a public hearing to discuss the draft wastewater discharge permit, that, if approved, would authorize the expansion of the Plain City wastewater treatment plant in Madison County. The meeting will be held at Tolles Career and Technical Center, 7877 U.S. 42 South.

* * *

*Commissioner Christiane Schmenk provided the following updates:

- She participated in a virtual forum last Wednesday afternoon with the State of Ohio on the state of housing within the state. Union County has been experiencing a rising cost of rent and lack of availability of housing. The hope is that it may result in increased availability of state assistance because it seems like the state is realizing it is a challenge and acknowledging that there is a need for programs to help.
 - After discussion, Commissioner Schmenk stated that she will try to confirm the Joint Central District Meeting of CCAO/CEASO here in Marysville for Monday, August 15, 2022 at 1:30 p.m., at the London Avenue facility.

^{*}Assistant Prosecutor Thayne Gray had no report.

^{*}Assistant County Administrator/Budget Officer, Letitia Rayl, had no report.

*Commissioner Steve Robinson provided the following updates:

• Last Friday, he attended the Airport Authority Board meeting with the city engineer. The meeting went well.

* * *

*Commissioner Burke recessed the meeting at 8:54a.m.

* * *

*Commissioner Burke reconvened the meeting at 9:05 a.m.

* * *

*Joint Recreation Board Members – Playground Equipment Funding:

- Dave Raymond of the Joint Recreation Board made a PowerPoint presentation regarding playground equipment funding for the County Home Road Sports Complex.
- These are farm fields that have turfed playing fields, soccer fields, a new concession stand, bathrooms, playground equipment and a township building. The playground equipment was purchased in the mid 1990's. They are receiving complaints that the playground equipment is rotting and rusty and has become dangerous. They have approached a company that supplies playground equipment to the city. Mr. Raymond showed a proposal showing what the new equipment would look like and the actual quote.
- Commissioner Schmenk stated that the proposed design looks good and suggesting adding swings.
- Mr. Raymond stated that it is a fixed structure and they have added two basket swings. They do not want to install regular swings because some people send their kids over to play unsupervised while their other child plays a sport. The swinging baskets are safer in case kids are unsupervised. The other playground equipment is similar to what is there now. Midstates Recreation has looked at the property and this is their proposal. The board is requesting that the county fund this. The city told them to talk to the county. The city did verbally agree that they would remove the existing equipment, which is worth \$8,650, which has to be done whether they put up new equipment or not because it is a liability. They can cut off plastic to make the existing safer.
- Assistant Administrator Rayl stated that typically Mr. Raymond meets with the county after the board makes their recommendation and then reviews the request and decides whether or not to provide the appropriation.
- Mr. Raymond stated that all three of the parties (city, county, township) have been great about fulfilling their requests. They thought this would be a good expenditure for relief money. Two of the fields and the concession stand and bathroom were paid for by the city. There are 900 plus kids that play soccer in the fall, not including their parents or anyone else.
- Commissioner Burke stated that this project would have to be sent out for bids. He suggested that Mr. Raymond reach out to Midstates Recreation and see if they have done a federal project before because it would be the same federal compliance. He stated that it sounds like they are doing a lot of services with deducts, but that it is probably going to be sixty to ninety days to expedite it.

- Mr. Raymond stated that if they don't move forward now, this project would not happen until this fall or early spring of next year. He stated that he does not know if the American Rescue Plan Act is the only place to look for funds.
- Commissioner Robinson stated that he agrees with Mr. Burke that this project needs to be bid. He asked how many of the kids around the county will play with this equipment and does this represent the whole county?
- Commissioner Schmenk stated that Commissioner Robinson's points are valid, but would also say that they have to remember that Richwood Park has done an amazing job at getting grants and receiving a lot of CDBG funds. There have been investments in that facility and she has not seen the county give additional dollars to this facility since she has been in office. She thinks it is a good time to do that.
- Commissioner Burke stated that they cannot comply with July 20th deadline. He wants to talk to the Union County Auditor, Andrea Weaver, and see what compliance looks like first. The only ARPA discussion they have had is ditch clean out. He would like to wait a week and see if this project is viable.
- Assistant Prosecutor Gray stated in terms of the information that has to go out, it would be similar to information that the engineers have put together for projects that are state and federally funded, so this would not be an unusually challenging task for the county.
- Commissioner Burke stated that he will meet with the auditor and further discuss this with Mr. Gray. He asked Mr. Gray to reach out to Midstates. This would be a federal bid and project. The audit falls on the county and not the company. He asked Mr. Raymond if they can talk again in a week.
- Mr. Gray advised Mr. Raymond not to bring the company in to answer questions at this point.
- Mr. Raymond stated that Midstates Recreation would be available anytime. He asked if there is an interest in doing this project.
- Commissioner Schmenk stated that she is interested in doing this project.
- Commissioner Burke stated that he is neutral at this point in time.
- Mr. Gray stated if they do the bidding project, they do not know that Midstates Recreation will be the candidate.
- Mr. Raymond asked if ARPA is the only place they can look for funds.
- Commissioner Burke stated that he thinks under ARPA, the funds have to be allocated by the end of December. He stated that he will talk to Amy Wesley and Andrea Weaver with the Auditor's Office. He asked Mr. Raymond to contact him within the next week.
- Mr. Raymond stated that he will email the clerk with the information he gathers to distribute to the commissioners. He asked if the county wishes to have continued participation in the Joint Rec Board in the future.
- Commissioner Burke stated that he does not know.
- Commissioner Schmenk stated that they appreciate the Joint Rec's work.
- Mr. Raymond stated that the city used to have an issue continuing to fund them. They put in the sewer and water lines and said that was their contribution. Mr. Raymond stated that he has numbers on who uses the facility.
- Commissioner Schmenk stated many Honda employees use the cricket field.

* * *

^{*}Commissioner Burke recessed the meeting at 9:31 a.m.

* * *

Commissioner Burke reconvened the meeting at 10:11 a.m.

* * *

*Representatives from Memorial Health. In attendance were Attorney Matt Stout, Bricker and Eckler Law Firm, bond counsel for Union County, Attorney Mike Melliere, Ice Miller Law Firm, bond counsel for Memorial Health, Jeff Ehlers, Vice President and CFO/Memorial Health, and Spence Fisher, Executive Vice President/Memorial Health. Jeff Fivecoat, Managing Director with Piper Sandler attended remotely.

- Commissioner Burke stated that the parties are present to discuss any potential project moving forward and its impact on the county debt structure. This is a carryover from a prior executive session.
- Attorney Stout stated that county is acting as a conduit issuer in this matter. For purposes of the county's debt limit and capacity, this debt does not count. The county owns the hospital, but this will not appear on the county debt portfolio or affect the direct or indirect debt limit.
- Attorney Melliere stated that he agrees with everything Mr. Stout said. As a county hospital, it can issue bonds directly, however, because it is a county hospital, the county can issue GO debt. This financing is different for both. The county is serving as a conduit issuer. Here the county issues bonds, which will be the sole liability of the hospital and the county will have no liability. That is why it is a conduit. Once the bonds are issued, the county steps out and has no contractual obligation and it does not count against the county debt limit. The only conceivable impact is that every calendar year, every county has a bank qualified limit and can issue bonds at slightly reduced rates up to 10 million dollars. In 2023, the county will have a new 10-million-dollar limit. The county's bonds would only count against the county the year they are issued.
- Attorney Stout stated that sometimes there can be a slightly lower borrowing rate.
- In response to a question by Commissioner Burke, Mr. Stout stated that everything stated by Mr. Melliere is true.
- Attorney Melliere stated that information will go all over the bond documents as well to make it clear to the bond holder and any other participants.
- Commissioner Robinson stated that as long as it does not affect the county's debt, he has no issue with it.
- Attorney Melliere stated that every nonprofit hospital pursues funding through this means. This is very similar to what every other nonprofit hospital does to access the bond market.
- Attorney Stout stated that by going through the county, they get the bond at a lower cost.
- Commissioner Schmenk stated that she is not aware of any county projects in 2022 that would be negatively impacted by this.
- Attorney Melliere stated that in the next couple of weeks, they would identify a bond holder and
 would begin drafting the bond resolution. It will take four to six weeks to finalize bond
 documentation. The next formal action for the county would be consideration of a bond
 resolution in late August and there would be a public hearing.
- Assistant Administrator Rayl stated that she is reserving August 24 for public hearing.

* * *

^{*}Received Third Amendment to Petition for Organization of a New Jerome Village Community Authority.

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*Commissioner Burke adjourned the meeting at 10:21 a.m.						
The Preceding Minutes were Read and Approved July 13, 2022.						
	Dave Burke Commissioner					
	Christiane Schmenk Commissioner					
Letitia Rayl, Assistant County Administrator/Acting Clerk						

The Union County Commissioners met in special session this 12th day of July, 2022 with the following members present:

Dave Burke, Vice President Christiane Schmenk, Commissioner Bill Narducci, County Administrator Letitia Rayl, Assistant County Administrator/Budget Officer Sara Early, Clerk to the Board

* * *

*Commissioner Dave Burke called the meeting to order at 8:31 a.m.

* * *

*iPad(3) was in remote attendance.

* * *

*Mike Williamson, Marysville Journal Tribune was in attendance.

Elected Officials/Department Head Meeting

The Commissioners held their monthly staff meeting this date, in special session due to the July 4th holiday, with the following elected officials and department heads in attendance: Karen Riffle, Recorder; Tammy Kleiber, Common Pleas Court; Karen Eylon, Director Convention and Visitors Bureau; Ginger Yonak, HR Director; Bill Buchanan, Treasurer's Office; Thayne Gray, Assistant Prosecutor; Holly Zweizig, MHRBUC Interim Director; and Lance Emberling, Investigator/Coroner's Office.

In remote attendance were: Rick Rodger, Union County Probate and Juvenile Judge; David Phillips, Prosecutor; Dale Bartow, Veteran Services; Sue Ware, Human Services Director; Jamie Patton, Sheriff; Brad Bodenmiller, LUC Director; Brad Gilbert, EMA Director; Jason Orcena, Health Commissioner; Jeff Stauch, Engineer; Jason Stanford, Economic Development Department; Brent Nickel, Soil and Water; and Brandon Clay, Board of Elections Deputy Director.

- Bill Buchanan had nothing new to report.
- Judge Rick Rodger stated that they received a technology grant for \$96,500 for their E-Filing Program. The cost was \$113,000 and they are requesting that the county pay the balance. This will take care of E-filing, online applications and E-Pay to accept payments online as well. It will help their office and modernize the clerk's office. They work well with Danielle Sullivan, and they appreciate the help of the Common Pleas Division in procuring grants. Hopefully this will be in place by September or October. They are still working with the prosecutor's office on Matrix and will hopefully find a grant to interface with them. They will be hiring one employee for probate.
- David Phillips stated that as Judge Rodger indicated, his office is working with both courts to try to interface. Matrix is ready to go. His office is losing an employee at the end of the month.

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They are seeking applications for an assistant prosecutor. He thanked Ms. Yonak for her assistance in that matter.

- Dale Bartow stated that everything is going well in in the veteran service office. They are working with the VA Clinic who is retraining a lot of departments. This past month a lot of appointments have been cancelled and rescheduled.
- Sheriff Patton stated that this Friday they will having their food truck fundraiser in the alley for the Memorial Hospital Auxiliary. He said that he is constantly recruiting the state academies, as they are still down six deputies. A new administrative clerk started in their office yesterday. They continue to be very busy.
- Brad Bodenmiller stated that they have been working on survey questions with the Comprehensive Plan Steering Committee. They had their second meeting last month and hope to have the survey out to the public in September. He also provided a brief update on township zoning regarding solar projects.
- Jason Orcena said that they have started mosquito testing and trapping, as they do annually two or three months in the summer. They have to have permission when the trapping is done on private property, but they also do some on public land. Clark Mosquito and Trapping is handling this. Forward any calls about this to them. They are in the process of doing their community assessment and many agencies participated in the development of that assessment. Vendors are supposed to return their forms next week. Office holders are welcome to have a representative on that if interested. Right now, they are down several positions. They have four sanitarian positions but are down 1-1/2 full time employees. They have been running an ad for sanitarians for a couple of months but have had no applicants. Summer is the busiest time for that position. They do not have enough bodies to keep up with all the buildings in the county. They are working as quickly as possible but are looking at other options. They have a couple of applicants that are techs, but they could help take some of the load off the existing sanitarians. He thanked staff in the Engineer's Office and the Building Department for their work on the fairgrounds. The grading and asphalt look really good. Sheriff Patton asked Mr. Orcena if there has been any public notification on mosquito traps. Mr. Orcena said there is something on social media and he would have to check to see if anything is in the paper. Sheriff Patton said they can put it on their Facebook and reach about 12,000 people.
- Sue Ware stated that sent out an email about the pancake breakfast for Senior Services, being held July 27th from 9:30 to 11:00 a.m. If anyone wants to volunteer, let them know. They are working on filling positions and have some really good applicants.
- Jeff Stauch County Engineer stated that it is construction season. He expects contractors to be here for about five weeks. Crews are doing patching on the south end of the county. If someone rides their bike down south, pick spots carefully. Commissioner Schmenk stated that the newly patched and tarred roads are good. The residential permits in the Building Department are not the same as last year's numbers. Last year was a record year. Property items, deeds and surveys are still very busy. The first solar project, Acciona, started construction and thanks to Thayne Gray, they are underway and expect to see construction there for the next ten months.
- Brad Gilbert stated that he sent out an email last week about participating in a survey for strategic planning. Even if they have no regular contact with the agency, he still hopes people will take the

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survey. The survey will help them develop their strategic plan for next year. There was weather damage to trees in part of the county and there was also a high heat event in the middle of June. They have been incredibly busy. July started with four large fires already and a hazmat situation the end of May. School will be starting next month.

- Jason Stanford, Economic Development Office, stated things are going well. They are seeing a lot of activity in Marysville and going south. His last day with the county is July 21st. He is sure Mr. Phillips will be sending out inquiries for his replacement. Mr. Stanford stated that he will be the new development person with Plain City. He has been in this position with Union County a little over 14 years. Commissioners Burke and Schmenk thanked him for his service.
- Brent Nickel stated that they have been busy with construction on the solar projects with Acciona. They are having staffing issues but are getting ready to offer a supervisory position to someone graduating in July.
- Brandon Clay stated that early voting started last Wednesday and there is not a lot on the ballot. A decent number of people came out to vote. They will be open 8:00 a.m. 5:00 p.m. Monday through Friday; and then the week before the election Monday through Friday 8:00 a.m. 7:00 p.m.; and Saturday, July 30th from 8:00 a.m. 4:00 p.m. and Sunday, July 30th 8:00 a.m. to 4:00 p.m. More people showed up than anticipated. Basically, this election is all democrats and republicans and there is one issue in Marysville 12. That has been confusing for some people. On May 24th they had a retirement, which left an opening for the director position, which has been filled by Michelle Forrider. She is in Denver now for her certification process. She has been with the Board of Elections over three and half years. With Michelle moving up, they will have an opening for an election specialist, which will be filled by a current employee, Gretchen King who had been with them for a couple of years. If anyone wants to be on the November ballot, the deadline is the beginning of August. August 2nd is the primary date and there will be a lot of walk ins.
- Karen Riffle stated that their numbers are down a little from last year. They are finishing up on the back scanning. She will announce later when they will be live. They will tackle the big stuff later. Her office has been working on it for years. Commissioner Burke thanked her for her hard work.
- Tammy Kleiber stated that Judge Fraser has been busy with his docket and is in a jury trial now.
 He told her to thank the commissioners for the use of the auditorium, as it helps greatly with the process of the jury selection.
- Karen Eylon stated that after two years on a hiatus, they are back to finishing the bicentennial book. The photographer did 36 shoots. The book should be out at the end of the year or the beginning of next. They finally filled their open position. They had 152 participants in the covered bridge trail and presented honorary glasses to the commissioners.
- Ginger stated that the county compensation classification plan was recently adjusted effective July 1st to make pay ranges more competitive to attract and keep employees. She reminded everyone that those changed were made in time for budget prep for this fall. It doesn't change anyone's salary but gives them a tool. If anyone needs a copy of the updates, she will send them out again. With regard to the wellness program, they are now under the 30-day mark. It ends August 12, so everyone will see more communications from HR about what needs to be

accomplished and additional ways to complete requirements. They have offered 15 activities at the county level. All of the details are on the wellness program website. They are sending out emails once and twice a week. She encouraged everyone to look at their portal account and either set it up or add to it. HR is available for any assistance.

- Holly Zweizig stated that they are still seeking an executive director. They are doing a search statewide and hoping for a selection by the end of August. They have been short board members and two applicants should be interviewing with the commissioners soon. Commissioner Schmenk stated tomorrow. Ms. Zweizig stated that it is contract and budget season and they have launched a new MAT program, which is online telehealth specific for alcohol use and screening and access for loved ones. Commissioners Burke and Schmenk thanked her for her service as interim director. Ms. Zweizig stated that she did apply for the permanent position as well.
- Lance Emberling stated that suicides have been up the first half of the year. They are working with Ms. Zweizig and Mr. Orcena on suicide prevention.
- Bill Narducci welcomed Sara Early as the new Clerk to the Board.
- Commissioner Schmenk had no report.

Clerk to the Board

• Commissioner Burke had no report other than regular session is tomorrow at 8:30 a.m.

* * *

*Commissioner Dave Burke adjourned the meeting at 9:13 a.m.

The Preceding Minutes were Read and Approved July 2	20, 2022.
	Steve Robinson Commissioner
	Dave Burke Commissioner
	Christiane Schmenk Commissioner
Letitia Rayl, Assistant County Administrator/	

VOLUME 2022 PAGE 1244

UNION COUNTY COMMISSIONERS JOURNAL 2022 July 13, 2022

The Union County Commissioners met in regular session this 13th day of July, 2022, with the following members present:

Steve Robinson, President
Dave Burke, Vice President
Christiane Schmenk, Commissioner
Bill Narducci, County Administrator
Letitia Rayl, Assistant County Administrator/Budget Officer
Sara Early, Clerk to the Board

* * *

*Commissioner Steve Robinson called the meeting to order at 8:33 a.m.

* * *

*Thayne Gray, Assistant Prosecuting Attorney, Jamie Patton, Sheriff, Mike Williamson, Marysville Journal Tribune were in attendance.

* * *

* Tom Stephens, Union County Daily Digital and iPad3 were in attendance remotely.

* * *

Old Business

Tornado Siren/Fire Tone Project – Sheriff – See update by County Administrator Narducci.

* * *

*Sheriff Jamie Patton was in attendance and provided the following updates:

They are still constantly recruiting the academies throughout the state. As mentioned at the Elected Officials and Department Heads Meeting yesterday, the challenge is that everyone is hiring large numbers of people for positions they have to fill in the region and so they are competing with salaries that are difficult to compete with, but are still doing their best to hire. They are down six positions and have two conditional offers on the table. They have a candidate who has been through the process, but he is not sure he wants this position. That was disappointing, but they have given him until Friday to make a decision. He might be negotiating with his current employer. They have invested about a thousand dollars on his offer and employees have invested a lot of time on his background check and the humas resource side. They are giving a conditional offer today to a person interviewed on Monday. He had three individuals slated for interviews. Two backed out and one did interview, and the panel recommended him, so he will get called this morning with a conditional offer and then they will move forward with the other hiring processes. That will take approximately two to three weeks and then they will have the occupational health steps and a start date. They did ask to send an uncertified person to the academy and pay for it. Connor Swayne graduated from Marysville and is starting the Highway Patrol Academy August 29th. He ran his physical fitness phase already and passed it. His graduation date is not until a week or two after the first of the year, so he won't

begin for that amount of time. In response to a question by Commissioner Robinson, his employment is guaranteed if he passes the academy since they are putting him through training. Sheriff Patton stated that this is the graduate from Cedarville in response to question by Mr. Gray. The CCW clerk interviews are July 18th. This is a civilian hire. They have two communication positions open, and one person looks like he/she will make it through the background check, so they are still advertising for the other. Christina Chapman started Monday as administrative clerk and has been hired to help with Human Resources half of her time with all the applicants and testing and the other half will help with mandated reporting for continuing education and mandated training for the officers. They are trying everything on the hiring side. They have a nice packet they give all the folks they are visiting to showcase their agency. He distributed a packet for the commissioners' review

- The crash and accident statistics have exceeded last year's for the first two quarters of this year. There are more people moving on the roadways and having crashes and accidents. Commissioner Robinson asked if the numbers changed because of Covid. Sheriff Patton stated that last year was a high number. Their highest so far in the last ten years was 541 crashes in the county—just from the sheriff's office. He thinks the highway patrol handled about half of that or three quarters.
- Sheriff Patton sent a letter to Ms. Rayl regarding the two motorcycles donated to the department by Honda a long time ago. They are donating one back to Honda for their Museum.

*Commissioner Schmenk joined the meeting at this time.

- Ms. Rayl stated that Terri Himes is working on the title.
- Commissioner Burke thanked Sheriff Patton for going to the academies personally and thinks it says a lot for the county that the sheriff actually shows up.
- Sheriff Patton stated that the ones they have hired from the academies have made that comment. the academies are visited by a lot of agencies but normally from their recruiting departments and never the chief. It is a commitment in time, and they have to drive across the state in the evenings, but they are desperate and want the best candidates. He also tells the cadets to do their due diligence to make sure the job is a fit for them.

RESOLUTION NO. 22-240:

Approve the Minutes of the July 6th Meeting - Commissioners

The County Commissioners approved the minutes from the July 6, 2022 meeting.

A motion was made by Christiane Schmenk and seconded by Dave Burke that this resolution be adopted and was carried by the following vote:

RESOLUTION NO. 22-241:

<u>Request to Advertise the Bid Opening of 2022 Union County Pavement Marking Program – Engineer</u>

The County Commissioners do hereby approve the Request to Advertise the Bid Opening of 2022 Union County Pavement Marking Program – Engineer.



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

Department: Engineer's Dept.

Date: July 7, 2022

RESOLUTION RE: Request to advertise the bid opening of 2022 Union County Pavement Marking Program

A motion was made by Christiane Schmeik and seconded by Dave Burke to authorize the Union County Engineer to prepare the necessary contract documents and to advertise for bids for the 2022 Union County Pavement Marking Program. Bids shall be accepted until 9:30 am and shall be opened and read aloud immediately thereafter on Wednesday, July 27, 2022.

The engineer's estimate is \$91,000.00.

A roll call vote resulted as follows:

Dave Burke,

Christiane Schmenk Christiane X

Steve Robinson,

(Construction Contract)

Jeff Stauch, PE/PS
County Engineer | Environmental Engineer

Sam Cronk, CBO

A motion was made by Christiane Schmenk and seconded by Dave Burke to approve this resolution and was carried by the following vote:

* * *

RESOLUTION NO. 22-242:

Jerome Village - Glacier Park Neighborhood, Section 2 - Recommendation of Acceptance - Engineer

The Commissioners do hereby approve the following Recommendation of Acceptance by the County Engineer.



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, Project Engineer

Date: July 8, 2022

RE: Jerome Village – Glacier Park Neighborhood Section 2 – Recommendation of

Acceptance

Commissioners:

The construction of the above Jerome Village subdivision pod has been completed for some time. There were multiple issues that were discovered upon site inspection walks by our office, which have been corrected by the developer. Since this pod has been completed for several years with no additional deficiencies discovered, we recommend forgoing the maintenance period and accepting the improvements under public maintenance per Section 330 of the Subdivision Regulations.

The roadways (Hawthorne Drive, Emerald Green Court, Honeysuckle Way, Cottonwood Drive, Spruce Court, Brandywine Drive), storm sewers, stormwater facilities, easements and right-of-way within this pod are ready for acceptance on public maintenance. The roads shall be designated Jerome Township Roads.

Jeff Stauch, PE/PS
County Engineer | Environmental Engineer

Bill Narducci, PE Assistant County Engineer Sam Cronk, CBO Chief Building Official

A motion was made by Steve Robinson and seconded by Christiane Schmenk that this Resolution be adopted and was carried by the following vote:

* * *

RESOLUTION NO. 22-243:

Jerome Village Neighborhood, Section 9 – Performance Bond for Final Plat – Engineer

The County Commissioners do hereby approve the Jerome Village Neighborhood, Section 9 – Performance Bond for Final Plat – Engineer.



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

July 8, 2022

To: Union County Commissioners

From: Luke Sutton, Union County Engineer's Office

Re: Jerome Village - VN-9 Performance 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. Bd 7901089643 from AMCC Insurance Company, dated July 1, 2022.

This bond is hereby submitted for your approval, as guarantee for the installation of the remainder of construction improvements for the referenced portion of this subdivision.

Attest

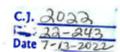
Union County Prosecuting Attorney

Digitally oigned by Thayne D. Gray
DN: on-Thayne D. Gray, o-Union
County Preservants Office, our Assetant
Prosecuting Attorney. Thayne D.

Prosecuting Attorney, emulargraydiction ion ohius, c=05 Oate: 2022.07.12 10:11:18 -04'00' Gray

Signature

July 12, 2022



Docuaign Envelope ID: E9202000-7902-9000-0001-02EFE009-007-0

Bond Department Nationwide Mutual Insurance Company AMCO Insurance Company 1100 Locust Street, Department 2006 Des Moines, IA 50391-2006

Subdivision Bond

Bond No. Bd 7901089643

KNOW ALL MEN BY THESE PRESENTS, that we Jerome Village Company, LLC, as principal, and Nationwide Mutual Insurance Company, as Surety, are held and firmly bound unto the Union County Commissioners in the penal sum of Five Hundred Sixty Four Thousand Two Hundred Fifty Five 37/100 (\$564,255.37) Dollars lawful money of the United States, to the payment of which well and truly to be made we hereby bind ourselves and our heirs, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, it is proposed to make certain improvements in the plat known as <u>Village Neighborhood</u>, <u>Section 9</u>, as follows, complete the following improvements <u>Street and Storm Water Improvements</u> and further stipulates that all such improvements shall be completed.

WHEREAS, the <u>Union County Commissioners</u> has approved said plat and has instructed Jerome Village Company, LLC to accept the said plat for filing upon the execution and delivery of this bond.

NOW, THEREFORE, the condition of the obligation is such that, if the above bounded Principal shall construct the improvements shown above to the satisfaction of the Engineering Department <u>Union County Commissioners</u> within the time specified, in accordance with the present standard specifications of <u>Union County Commissioners</u> then this obligation shall be void, otherwise to remain in full force and effect.

Signed, sealed and dated this 1st day of July 2022.

-	By: James to Rost
SEAL	Nationwide Mutual Insurance Company
Market Const	By: Jeff Cose, Attorney-in-Fact

Jerome Village Company, LLC .

GN

Bda 68 (11-00)

n---er of Attorney DocuSign Envelope ID: E4282865-74B2-4B66-B60F-82EFE5343075

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

Jeff Cose

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

UNLIMITED

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duty authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments, Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved focuments, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of approved documents, instruments, contracts, or over papers in connection was the operation of the business of the company in addition to the chain the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 20th day of August, 2021.

Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK COUNTY OF NEW YORK: ss

On this 20th day of August, 2021, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding aroresard, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seat affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.

Stephanie Rubino McArthu Notery Public, State of New York No. 02MD8270117 Qualified in New York County emission Expires October 19, 2024 Scylanie Bulino moltifu

CERTIFICATE

I. Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this list day of 2022 Lama B. Guy

BDJ 1/08-21300

A motion was made by Steve Robinson and seconded by Dave Burke that this Resolution be adopted and was carried by the following vote:

RESOLUTION NO. 22-244:

Appointment of Clerk to the Board

The Commissioners do hereby approve the employment of Sara Early as Clerk to the Board, effective June 21, 2022.

Motion was made by Christiane Schmenk and seconded by Dave Burke that this Resolution be adopted and was carried by the following vote:

Steve Robinson, Yea Dave Burke, Yea Christiane Schmenk, Yea

* * *

RESOLUTION NO. 22-245:

Amending the Term Date of Board Appointment – Union County Airport Authority – Steve Koenig

The County Commissioners do hereby approve amending Resolution 22-184, appointing Steve Koenig to the Union County Airport Authority Board. The amended term is as follows:

Term: March 1, 2022 through June 30, 2027.

A motion was made by Christiane Schmenk and seconded by Steve Robinson to approve this Resolution and was carried by the following vote:

Steve Robinson, Yea Dave Burke, Yea Christiane Schmenk, Yea

* * *

RESOLUTION NO. 22-246:

Board Appointment – Union County Airport Authority – Bruce Rausch

The County Commissioners do hereby approve the following Union County Airport Authority Board Appointment:

Bruce Rausch

Term: July 1, 2022 through June 30, 2027

A motion was made by Dave Burke and seconded by Christiane Schmenk to approve this resolution and was carried by the following vote:

* * *

RESOLUTION NO. 22-247:

Payment of Bills

The County Commissioners do hereby approve the payment of regular purchase order bills and the "then and now" bills submitted over \$50,000.00 for the week of July 11, 2022.

Vendor	Name	CK RUN	Invoice	PO	Invoice Amt	Status	Dept
1182	CIC OF UNION CO.	071322	10158	20224587	107,217.29	Pending approval	412
	1st half Economic Developm	ent				•	
	At Mini	Chies	10 1	1			
/	Contract of the Contract of th	mus x	angl	7/12/2022	•		
	Commissioners			7/13/2022			

A motion was made by Christiane Schmenk and seconded by Dave Burke to approve this Resolution and was carried by the following vote:

Steve Robinson, Yea Dave Burke, Yea Christiane Schmenk, Yea

* * *

ADMINISTRATOR ACTION NO. 22-091A:

Transfer of Appropriations and/or Funds

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

	TRAN	NSFER FORM			
Tuesday (Due to the Auditor by r	ioon Friday)	Thursday (Due to the Au	ditor by no	on Tuesday)	
Department: Mental Health and	Recovery Board			Date:	7/11/2022
RESC	XLUTION RE: TRA	INSFER OF FUNDS			
A motion was made by to approve the following transfer (s):		and seconded by			-
From: Mental Health & Recovery Board Fund Name	310MH200 Org Number	Contracts/Agencies Object Name	Ехф	530100 Object Number	Project Number
To: General Fund Name	04380000 Orp Number Amount:	Sheriff's Fees Object Name \$29.30	Rev	420104 Object Number	Project Number
From:		Object Name	Ехр	Object Number	Project Number
Fund Name	Org Number	Object Name	Rev	Object Number	Project Number
Fund Name	Org Number Amount:	Object Name	-	Colect sources.	Propos na leas
From:Fund Name	Org Number	Object Name	Ехр	Object Number	Project Number
To: Fund Name	Org Number Amount:	Object Name	Rev	Object Number	Project Number
From:Fund Name	Org Number	Object Name	Ехр	Object Number	Project Number
Fund Name	Org Number Amount:	Object Name	Rev	Object Number	Project Number
Reason for Request: Reimburse on duty deputy and cruiser fer luty 8, 2022. Deputy Matt Henry and Deputy Nick Jam Invoice #2022-93			-	Drive, Dublin, Ohio or	
INVOICE #2022-93		Approved by Admir		WAN	-
Roll call vote resulted as follows:		Dav Steve Ri Christiane S	chmenk		
REQUESTER ACKNOWLEDGEMENT: appropriations are evaluable, and free	I have reviewed the	ne above-referenced acco es (including blanket purc	unts and i	7-(3-33 ave verified that	-
				Approval (B)	/11

* * *

TRANSFER FORM

Department:	DJFS					Date:	7/11/	2022		
•		OLU'	TION RE:	TRAN	ISFER	OF FUNDS				
A motion was	made by				_ and s	econded by				-
to approve the	following transfer (s):									
2	323				Mode	al Assistance	Exp	6	30600	
From:	PA Fund Name	_	35001508 Org Number	-		bject Name	<u>- CAP</u>		ct Number	Project Number
	Fund Name		Org seamber	Vandor #		olast um-		15100		
To:	UÇATS		36044508	1884	Charg	e for Services	Rev		20107	Design thember
	Fund Name		Org Number		0	bject Name		Obje	ct Number	Project Number
			Amount: \$		\$	12,752.37				
From:				200			Εφ			
	Fund Name	=	Org Number	-	- 0	bject Name	-	Obje	ct Number	Project Number
To:							Rev			
10.	Fund Name	E 1	Org Number	-		bject Name	_	Obje	ect Number	Project Number
			Amount: \$							4
From:							Ехр			
	Fund Name	-	Org Number	-		bject Name		Ople	ect Number	Project Number
To:							Rev			Va.
	Fund Name		Org Number		- 0	bject Nama		Opjo	ect Number	Project Number
		Amount: \$								
D 4 De								Tran	sfer total:	
Reason for Re- April 2022 trans		S	12.752.37							
1.4011	2	5	•					5	12,752.37	
		S						1	-	
		5						-		
					Appr	oved by Admini	strator	14	AN	
B. II II II II						Christiane S	Schmeni			
Holl call vote i	esulted as follows:						ve Burke			
cc: Auditor						Steve F	lobinsor			
							C.J.:	~	222	
							Date:	- 3-	19-39	
DEALIESTED /	ACKNOWLEDGEMENT:	10	eve reviewed t	he ebove	-reference	d accounts and have			+	
eppropriations are	e available, and free of prior	neum	brances (inclu	ding blac	ket purch	ee orders):	actu	- HL	W)	
						-1				
					Au	ditor's Office Ap	onroval	CB	7/11/2	2

TRANSFER FORM

From: UCATS 36044508 Vehicle Maintenance A 530160		UCATS	Da	te:	7/11	/2022			
to approve the following transfer (s): From: UCATS 36044508 Org Number Object Name Object		RE	SOLUTION RE:	TRAN	ISFER (OF FUNDS			
From: UCATS 36044508 Vehicle Maintenance A 530160 Fund Name Org Number Object Name Object Number Project Number Amount: \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$					and s	econded by			-
From: Fund Name	to appro	we the following transfer (s)	t .						
To: M & G Fund 25042200 Interest Control (Interest Control (Intere	From:	UCATS	36044508				_A		
To: M & G Fund 25042200 Cry Number Chipect Name Chipect Na	-	Fund Name	Org Number	Fortress	O	bject Name		Object Number	Project Number
From: Fund Name Crg Number Amount: \$ S 6,899.91 From: Fund Name Org Number Org Number Object Name Project Name Object Name Object Name Project Name Object Name Object Name Object Name Project Name Object	To:	M & G Fund	25042200	(Vendor II	Office F	eimbursement	R	480136	
From: Fund Name Org Number Object Name Object Number Project Number				- 20011				Object Number	Project Numbe
From: Fund Name Org Number Org Number Org Number Object Name Objec			Amount: \$		\$	6,898.91			
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From: Fund Name Ory Number Object Name Object Name Object Number Project Number Object Number Object Number Object Number Project Number Project Number Object Number Object Number Project Numb	10.	Fund Name	Orn Number	1884	01	biect Name		Object Number	Project Numbe
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To: Fund Name Org Number Object Name Project Number Project Number Amount: \$ Reason for Request: Mechanic service work 11/1-12/13/2021 Inv # 332-336, 341-342 \$ 1,597.32 Mechanic service work 3/13-3/24 Inv # 360-366, 368 \$ 1,469.75 Mechanic service work 4/13-4/28 Inv # 370-371,373-374 \$ 3,327.79 \$ 6,898.91 Mechanic service 5/4-5/25/2022 Inv # 375.376.378.380 \$ 504.05 Approved by Administrator Approved by Administrator Christiane Schmenk Dave Burke Steve Robinson C.J.: 2023 Date: 7,03-33 REQUESTER ACKNOWLEDGEMENT: I have reviewed the above-referenced accounts afficiency sufficed that Appropriations are available, and free of prior encumbrances (including blanket purchase orders): Appropriations are available, and free of prior encumbrances (including blanket purchase orders): Appropriations are available, and free of prior encumbrances (including blanket purchase orders): Appropriations are available, and free of prior encumbrances (including blanket purchase orders): Appropriations are available, and free of prior encumbrances (including blanket purchase orders): Appropriations are available, and free of prior encumbrances (including blanket purchase orders): Appropriations are available, and free of prior encumbrances (including blanket purchase orders): Appropriations are available, and free of prior encumbrances (including blanket purchase orders): Appropriations are available, and free of prior encumbrances (including blanket purchase orders):	From:						Exp		- Ann
Fund Name Org Number Object Name Object Number Project Number Amount: \$ Reason for Request: Mechanic service work 11/1-12/13/2021 Inv # 332-335, 341-342 \$ 1,597.32 Mechanic service work 3/2 - 3/24 Inv # 360-366, 368 \$ 1,469.75 Mechanic service work 4/13-4/28 Inv # 370-371,373-374 \$ 3,327.79 \$ 6,898.91 Mechanic service 5/4-5/25/2022 Inv # 375.376.378.380 \$ 504.05 \$ 6,898.91 Roll call vote resulted as follows: Christiane Schmenk Dave Burke Steve Robinson C.J.: Date: 7-(3-3-3-2) The vere/level the above-referenced accounts difficulting blanket purchase orders:		Fund Name	Org Number	-	O	bject Name		Object Number	Project Number
Fund Name Org Number Object Name Object Number Project Number Amount: \$ Reason for Request: Mechanic service work 11/1-12/13/2021 Inv # 332-335, 341-342 \$ 1,597.32 Mechanic service work 3/2 - 3/24 Inv #360-366, 368 \$ 1,469.75 Mechanic service work 4/13-4/28 Inv # 370-371,373-374 \$ 3,327.79 \$ 6,898.91 Mechanic service 5/4-5/25/2022 Inv # 375.376.378.380 \$ 504.05 S Approved by Administrator Approved by Administrator Christiane Schmenk Dave Burke CC: Auditor C.J.: D3 3 Date: 7-(3-3-3-2) REQUESTER ACKNOWLEDGEMENT: I have reviewed the above-referenced accounts difficulting blanket purchase orders: ACLIUM TANKER CO. A. C.	To						Rev		
Reason for Request: Mechanic service work 11/1-12/13/2021 Inv # 332-336, 341-342 \$ 1,597.32 Mechanic service work 3/2 - 3/24 Inv # 360-366, 368 \$ 1,469.75 Mechanic service work 4/13-4/28 Inv # 370-371,373-374 \$ 3,327.79 \$ 6,898.91 Mechanic service 5/4-5/25/2022 Inv # 375.376,378.380 \$ 504.05 Rechanic service 5/4-5/25/2022 Inv # 375.376,378.380 \$ 504.05 Approved by Administrator LUAN Christiane Schmenk Dave Burke Dave Burke Dave Burke Cc: Auditor Steve Robinson C.J.: 2033 Date: 7-3-33 REQUESTER ACKNOWLEDGEMENT: I have reviewed the above-referenced accounts dischare synthesis than 1 Appropriations are available, and free of prior encumbrances (including blanket purchase orders): C.J.: 2033 Appropriations are available, and free of prior encumbrances (including blanket purchase orders): C.J.: 2033 C.J.: 2034 C.J.: 2044 C.J.: 2045 C.J.: 2045	10.	Fund Name	Org Number	-	0	bject Name		Object Number	Project Numbe
Mechanic service work 11/1-12/13/2021 Inv # 332-335, 341-342 \$ 1,597.32 Mechanic service work 3/2 - 3/24 Inv #360-366, 368 \$ 1,469.75 Mechanic service work 4/13-4/28 Inv # 370-371,373-374 \$ 3,327.79 Mechanic service 5/4-5/25/2022 Inv # 375.376.378.380 \$ 504.05 **Approved by Administrator** Approved by Administrator Christiane Schmenk Dave Burke CC: Auditor **C.J.: Dod 3 Date: 7-3-33 **REQUESTER ACKNOWLEDGEMENT: I have reviewed the above-referenced accounts direct they appropriations are available, and free of prior encumbrances (including blanket purchase orders): ACCUMENTATION AND ACCUME			Amount: \$						
Mechanic service work 11/1-12/13/2021 Inv # 332-335, 341-342 \$ 1,597.32 Mechanic service work 3/2 - 3/24 Inv #360-366, 368 \$ 1,469.75 Mechanic service work 4/13-4/28 Inv # 370-371,373-374 \$ 3,327.79 Mechanic service 5/4-5/25/2022 Inv # 375.376.378.380 \$ 504.05 **Approved by Administrator** Approved by Administrator Christiane Schmenk Dave Burke CC: Auditor **C.J.: Dod 3 Date: 7-3-33 **REQUESTER ACKNOWLEDGEMENT: I have reviewed the above-referenced accounts direct they appropriations are available, and free of prior encumbrances (including blanket purchase orders): ACCUMENTATION AND ACCUME								Transfer total:	
Mechanic service work 3/2 - 3/24 Inv #360-366, 368 \$ 1,469.75 Mechanic service work 4/13-4/28 Inv #370-371,373-374 \$ 3,327.79 Mechanic service 5/4-5/25/2022 Inv # 375.376.378.380 \$ 504.05 Roll call vote resulted as follows: Christiane Schmenk Dave Burke CC: Auditor C.J.: Date: REQUESTER ACKNOWLEDGEMENT: I have reviewed the above-referenced accounts dischare verified that appropriations are available, and free of prior encumbrances (including blanket purchase orders): Approved by Administrator Christiane Schmenk Dave Burke Steve Robinson C.J.: Date: 7-13-33			Inv # 332-336, 341-3	342	\$	1,597.32			
Mechanic service work 4/13-4/28 Inv # 370-371,373-374 \$ 3,327.79 \$ 6,898.91 Mechanic service 5/4-5/25/2022 Inv # 375,376,378.380 \$ 504.05 Approved by Administrator	Mechanic	service work 3/2 - 3/24			\$	1,469.75		1 1	
Mechanic service 5/4-5/25/2022 Inv # 375.376.378.380 \$ 504.05 Approved by Administrator Approved by Administrator Christiane Schmenk Dave Burke Steve Robinson C.J.: Date: REQUESTER ACKNOWLEDGEMENT: I have reviewed the above-referenced accounts dischare vyrified that appropriations are available, and free of prior encumbrances (including blanket purchase orders): Approved by Administrator C.J.: Date: 7.3.33			Inv # 370-371,373-3	74	\$			s 6.898.91	
Roll call vote resulted as follows: Christiane Schmenk Dave Burke CC: Auditor C.J.: 3033 Date: REQUESTER ACKNOWLEDGEMENT: I have reviewed the above-referenced accounts direct have verified that appropriations are available, and free of prior encumbrances (including blanket purchase orders): Approved by Administrator Christiane Schmenk Dave Burke Steve Robinson C.J.: 3033 C.J.: 3033			inv # 375.376.378.	.380	\$	504.05		, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	
Roll call vote resulted as follows: Christiane Schmenk Dave Burke Steve Robinson C.J.: Date: REQUESTER ACKNOWLEDGEMENT: I have reviewed the above-referenced accounts and have verified that appropriations are available, and free of prior encumbrances (including blanket purchase orders): Augustian Schmenk Dave Burke C.J.: 7-(3-33)					\$				
Dave Burke CC: Auditor C.J.: 2033 Date: 7.3-33 REQUESTER ACKNOWLEDGEMENT: I have reviewed the above-referenced accounts difficulture vprilled that appropriations are available, and free of prior encumbrances (including blanket purchase orders):			***		Appro	ved by Adminis	strator	WAN	
Dave Burke CC: Auditor C.J.: 2033 Date: 7.3-33 REQUESTER ACKNOWLEDGEMENT: I have reviewed the above-referenced accounts difficulture vprilled that appropriations are available, and free of prior encumbrances (including blanket purchase orders):						Obsidelana P	ahmank	_	
REQUESTER ACKNOWLEDGEMENT: I have reviewed the above-referenced accounts difficulture vprifted they appropriations are available, and free of prior encumbrances (including blanket purchase orders):	Roll call	vote resulted as follows:							
REQUESTER ACKNOWLEDGEMENT: I have reviewed the above-referenced accounts directly the proprietions are available, and free of prior encumbrances (including blanket purchase orders):	cc. A	Auditor							
REQUESTER ACKNOWLEDGEMENT: I have reviewed the above-referenced accounts directory proprietions are available, and free of prior encumbrances (including blanket purchase orders):	. ,	1001101							
APPROPRIATE ACKNOWLEDGEMENT: I have reviewed the above-referenced accounts difficultive verified they appropriations are available, and free of prior encumbrances (including blanket purchase orders):								9099	
appropriations are available, and free of prior encumbrances (including blanket purchase orders):					d	to dTM house			
1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1	APPropriat	STEH ACKNOWLEDGEMENT lone are available, and free of prior	encumbrances (includi	ing blank	et purchase	orderes Jac		Hutes	
						,		(B) 2/11	

			TRANSFER FORM			
	_Tuesday (Due to the Auditor by r	noon Friday)	Thursday (Due to the A	uditor by noon Tues	sday)	
Depa	I PROBATE AND JUVENILE	COURT		7/11/2022		
	F	ESOLUTION RE	: TRANSFER OF FUN	DS		
	ion was made by		and seconded by			
to app	prove the following transfer (a):					
From	n: GENERAL FUND	04263100	OFFICE SUPPLIES	Ехф	520100	
	Fund Name	Org Number	Object Name		Object Number	Project Number
To:	GENERAL FUND	04100000	POSTAGE	EXP	520135	
	Fund Name	Org Number	Object Name		Object Number	Project Number
		Amount: \$	873.	<u>3</u> C		
From				Ехр		
	Fund Name	Org Number	Object Name		Object Number	Project Number
To:				Rev		
	Fund Name	Org Number	Object Name		Object Number	Project Number
		Amount: \$				
From				Ехф		
	Fund Name	Org Number	Object Name		Object Number	Project Number
To:				Rev		
	Fund Name	Org Number	Object Name		Object Number	Project Number
		Amount: \$				
From				Ехр		
	Fund Name	Org Number	Object Name		Object Number	Project Number
To:				Rev		
	Fund Name	Org Number	Object Name		Object Number	Project Number
		Amount: \$				
Reaso	on for Request: JUNE POSTAGE-P&I TO CC					
_						
			Approved	by Administrator	WAN	
Roll ca	all vote resulted as follows:			Dave Burk		
	Auditor			Steve Robinso		
CC:	Originator		•	Christiane Schmen	IA	-0
	Resolution File			C.J. 3	6600	
DE0:-	FOTER ACCURAGE FACTOR	I have mulared	the shows referenced	Date	1-13-99	
appro	ESTER ACKNOWLEDGEMENT: priations are available, and free	of prior encumbras	ore above-rererenced acco nces (including blanket pu	unts and nave veri rchase orders):	100	
					1	

Auditor's Office Approval 68 7/11/22

revised 7/11/2022

		TRA	NSFER FORM			
	_ Tuesday (Due to the Auditor by	noon Friday)	Thursday (Due to the Aud	litor by no	on Tuesday)	
Dep	artment: Union County En	gineer Date:	7/6/2022			
	RES	OLUTION RE: TR	ANSFER OF FUNDS			
A mo	tion was made by		and seconded by			_
to ap	prove the following transfer (8):			_	530383	
Fron	n: B&D Fund Fund Name	65142208 Org Number	Residential Plumbing Object Name	Exp .	Object Number	Project Number
T		9010H051	Residential Plumbing	Rev	438007	
To:	Health Dept Fund Name	Org Number	Object Name	-	Object Number	Project Number
		Amount: \$	16,665.00			
Fron	n: B&D Fund	65142208	Commercial Plumbing	Еф	530381	
	Fund Namo	Org Number	Object Name		Object Number	Project Number
To:	Health Dept	9010H051	Commercial Plumbing	Rev	438008	
	Fund Name	Org Number	Object Name		Object Number	Project Number
		Amount: \$	11,500.00			
Eron	n: B&D Fund	65142208	Plumber Registration	Еф	530382	
rion	Fund Name	Org Number	Object Name	-	Object Number	Project Number
To:	Health Dept	9010H051	Plumber Registration	Rev	438009	
	Fund Name	Org Number	Object Name		Object Number	Project Number
		Amount: \$	\$500.00			
Fron	n:			Ехр		-
	Fund Name	Org Number	Object Name		Object Number	Project Number
To:				Rev		Project Number
	Fund Name	Org Number Amount: \$	Object Name		Object Number	Project reunion
	on for Request: oing fees for June 2022					
			Approved by Adminis	strator	WAN	-
Roll	all vote resulted as follows:		27 Y	e Burke		
	THE THE PART THE COLUMN CO. S. C. S.		Steve R Christiane S	obinson		_
oc:	Auditor		Crinstane 3			-
	Originator Resolution File			c.J. 🔀	66	
		W.		Date:	7-15-88	-
REQL	JESTER ACKNOWLEDGEMENT: priations are available, and free	I have reviewed the	e above-referenced accour	as and hi	rsl: UM	
appro	priations are available, and free	or prior encumbrance	on functional distinct bare.			
					- 1	

revised 7/6/2022

Auditor's Office Approval (187/11

revised 1/1/2021

	<u>TR</u>	ANSFER FORM			
	E &	Wednesday (Due to the	Auditor	by noon Monday)	
Department: Union County D	JFS	Date: 07/08/20	22		
		RANSFER OF FUNDS			
A motion was made by to approve the following transfer (s	1:	and seconded by	_		_
From: Public Assistance	35001508	Contract Services	Εφ	530100	Project Number
ro: Senior Services	36944108	Reimbursement	Rev	480110	
Fund Name	Org Number Amount: \$	Object Name 16,250.00		Object Number	Project Number
From:		Object Namo	Ехр	Object Number	Project Number
Fund Name	Org Number	Object Name	Rev		
Fund Name	Org Number Amount: \$	Object Name		Object Number	Project Number
From:Fund Name	Org Number	Object Name	Ехр	Object Number	Project Number
Го:	O'g Nonco	Odjan Hand	Rev		
Fund Name	Org Number Amount: \$	Object Name		Object Number	Project Number
From:	Org Number	Object Name	Еф	Object Number	Project Number
Го:			Rev	Object Number	Project Number
Fund Name	Ong Number Amount: \$	Object Name		Copat Harrison	710,000
Reason for Request: pr.Jur. 2022 Adult Protective Services (quarter	y amount)				
1,000					
			Appro	oved by Administrator	WAN
Roff call vote resulted as follows:				Christiane Schmenk David Burke Steve Robinson	=
				C.J. Date	3099
REQUESTER ACKNOWLEDGEMEN appropriations are available, and fro	T; I have reviewed to se of prior encumbran	the above-referenced accour ces (including blanket purci	ts and asse on	have verified that dera): Use (Propel	Down
				not o	ı İ.,
revised 1/1/2021		Auditor	's Office	Approval (1)	11

revised 7/7/2022

		TRAN	SFER FORM			
	_ Tuesday (Due to the Auditor by	y noon Friday)	_Thursday (Due to the Au	iditor by n	oon Tuesday)	
Depar	rtment: Union County En	gineer			Date:	7/7/2022
	RES	SOLUTION RE: TRA	NSFER OF FUNDS			
	on was made by rove the following transfer (s):		and seconded by			-
From To:	Road & Bridge Fund Name Sheriff's Rotary Fund Name	25242208 Org Number 20943808 Org Number Amount:	Sheriff's Deputy Object Name Scales Object Name \$519.41	Rev	510150 Object Number 420120 Object Number	Project Number
From:	Fund Name Fund Name	Org Number Org Number Amount:	Object Name Object Name	Exp Rev	Object Number Object Number	Project Number
From:	Fund Name Fund Name	Org Number Org Number Amount:	Object Name	Exp Rev	Object Number Object Number	Project Number
From:	Fund Name	Org Number Org Number Amount:	Object Name	Exp	Object Number Object Number	Project Number
Reimbu schedu Involce	n for Request: ursement request for overtime waited hours for Commercial Vehicl #2022-92	ages and fringe benefits for e Enforcement. Deputy A	Approved by Admin	rdt worke	ty Pete Lenhardt while ward on Saturday, June 18	working , 2022.
OC:	Auditor ESTER ACKNOWLEDGEMENT triations are available, and free	I have reviewed the	Steve Ro Christiane So above-referenced accou-	C.J. 2 Date:	have verified that	
σμισμ	The state of the s		-yv-raineyka, * ± 500000000 ° ₹400000		and of the same of	

		TR	ANSFER FORM			
07/13/2002	Tuesday (Due to the Auditor by	noon Friday)	Thursday (Due to the Aud	itor by r	noon Tuesday)	
Depa	urtment: Union County D.	JFS	Date: 07/08/202	22		
	RES	OLUTION RE: T	RANSFER OF FUNDS			
	tion was made by prove the following transfer (s):		and seconded by			-
	: Childrens Services Fund Name Prosecutor	36542008 Org Number 04340000	Contract Services Object Name Local Government Contracts	Exp Rev	530100 Object Number 450118	Project Number
10.	Fund Name	Org Number Amount: \$	Object Name 19,287.57		Object Number	Project Number
From	1:Fund Name	Org Number	Object Name	Exp Rev	Object Number	Project Number
То:	Fund Name	Org Number Amount: \$	Object Name	1.00	Object Number	Project Number
From	1:Fund Name	Org Number	Object Name	Ехр	Object Number	Project Number
То:	Fund Name	Org Number Amount: \$	Object Name	Rev	Object Number	Project Number
From	1:Fund Name	Org Number	Object Name	Ехр	Object Number	Project Number
To:	Fund Name	Org Number Amount: \$	Object Name	Rev	Object Number	Project Number
	on for Request: UCHS assigned Assistant Prosecuting A	tomey				
=				Anna	oved by Administrator	WAN
Roll c	all vote resulted as follows:			Appr	Christiane Schmank	<u> </u>
cc:	Auditor				David Burke Steve Robinson C.J Date	
REQU	SESTER ACKNOWLEDGEMENT prietions are available, and fre	: I have reviewed a of prior encumbras	the above-referenced account nces (including blanket purci	nts and hase or	have vertiled that	MOONE
n	evised 1/1/2021		Auditor	's Offic	e Approval <u>CB</u> 7	1/11

revised 1/1/2021

	TR	ANSFER FORM			
Tuesday (Due to the Audilor by	noon Friday)	Thursday (Due to the Aud	itor by r	noon Tuesday)	
Department: Union County D.	JFS	Date: 07/08/202	22		
		RANSFER OF FUNDS			
motion was made by		and seconded by		-	
approve the following transfer (s) rom: Childrens Services	36542008	Contract Services	Ехр	530100 Object Number	Project Number
o: Prosecutor	04340000	Object Name Local Government Contracts	Rev	450118	Project Number
Fund Name	Org Number Amount: \$	22,324.63		Object Number	Project Number
rom:			Еф	Object Number	Project Number
Fund Name	Org Number	Object Name	Rev	Color House	
Fund Name	Org Number Amount: \$	Object Name		Object Number	Project Number
om:	Org Number	Object Name	Exp	Object Number	Project Number
D:			Rev		Project Number
Fund Name	Org Number Amount: \$	Object Name		Object Number	Tigad rianis
om:Fund Name	Org Number	Object Name	Еф	Object Number	Project Number
o:		Object Name	Rev	Object Number	Project Number
Fund Name	Ong Number Amount: \$				
eason for Request: 2202 UCHS sesigned Assistant Prosecuting A	попчу				
			Аррг	oved by Administrator	WAN
oil call vote resulted as follows:				Christiane Schmenk David Burke Steve Robinson	-
				C Det	2099
EQUESTER ACKNOWLEDGEMEN opropriations are available, and fre	i have reviewed to of prior encumbra	the above-referenced account nees (including blanket purc	nts and hase o	heve verified the ders): Use L Produ	eallegr
		Audio	re Offe	e Approval <u>U5 7</u>	111
andred summer		HIDUKU			1

*Received the following certification 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

, Ohio, July 7, 2022 Marysville

Union

County Auditor's Office,

Union County Commissioners Lo County, Ohio, do hereby certify that the total appropriations from each fund taken together with all other outstanding appropriations, do 'not amended estimate of resources for the fiscal year beginning January 1st, 20 22, as determined by the Budget Commission of said County. Union County Auditor of Andrea L. Weaver exceed the 2 May 4, 2022

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

Union

Administrator

07/05/2022 amend

2 07/05/2022 amend

Additional Description:

JOURNAL LINE ENTRY DATE INLISHORT DESC INLEFF DATE AMD STATUS

JNL CLERK ORG 07/05/2022 Pending approval Michelle 12640801 510120 2022P

07/05/2022 Pending approval Michelle 12640801 530100 2022P

DTLEFF DATE DR/CR AMOUNT

5,000.00

7,000.00

07/05/2022

07/05/2022

OBJECT PROJECT COMMENT

amending for staffing

amending for expenses

7-12-22 7/13/2022

* * *

ADMINISTRATOR ACTION #22-092A:

Payment of Bills

County Administrator Bill Narducci approved the payment of regular purchase order bills and the "then and now" bills submitted for the week of July 11,2022.

Vendor	Name	CK RUN	Invoice	PO	Invoice Amt Status	Dept
1522	CENTURYLINK	071322	297449824	20221424	2.11 Pending approval	420
1431	UNION COUNTY SHERIFF	071322	160649	20220353	4.50 Pending approval	438
122	MARYSVILLE PRINTING	071322	55090	20224494	12.60 Pending approval	420
8189	NEWEGG BUSINESS INC	071322	1303947805	20224342	13.55 Pending approval	438
1127	QUILL CORPORATION	071322	26058422	20224138	14.23 Pending approval	412
7311	TAYLOR, JOHN K.	071322	22689	20224560	14.94 Pending approval	422
1127	QUILL CORPORATION	071322	25859624	20221670	17.79 Pending approval	426
521	MASI	071322	2270757	20220662	20.35 Pending approval	422
521	MASI	071322	2280300	20220662	20.35 Pending approval	422
382	FIRST COMMUNICATIONS	071322	123681561	20220778	22.32 Pending approval	470
5178	OFFICE CITY EXPRESS	071322	506423-00	20220669	23.12 Pending approval	422
5178	OFFICE CITY EXPRESS	071322	81786	20221092	26.62 Pending approval	426
1380	UCO INDUSTRIES	072022	19490 1 of 2	20216903	27.76 Pending approval	470
2095	GREEN, GARY	071222	June 2022	20220172	31.90 Pending approval	418 410
6853	PEACOCK WATER	071222	1026731070122	20223070	33.00 Pending approval	
2860	HOME DEPOT CREDIT SE	071322	June22	20220553		422 422
8329	MCMASTER-CARR SUPPLY	071322	80640268	20224553		470
1774	CULLIGAN OF MARYSVIL	071322	616476	20220602		438
3204	JOHN DEERE FINANCIAL	071322	33792	20223563		470
38	CITY OF MARYSVILLE	071322	12047062-895May22	20220775		470
6354	KRAMER ENTERPRISES,	071322	40569	20220610	- 11	470
6354	KRAMER ENTERPRISES,	071322	41609	20220610		470
1380	UCO INDUSTRIES	072022	19490 2 of 2	20220604		420
8769	NEEL, DERRICK	071322	travel 6.6-7.1	20224496		420
936	STAPLES BUSINESS ADV	071322	1642804999	20224501		420
52	DAYTON POWER & LIGHT	071322	7/01 Axe-Handle	20220651		412
833	VERIZON WIRELESS GRE	071322	9909568185 1 of 3	20216412		412
833	VERIZON WIRELESS GRE	071322	9909568185 2 of 3	20220626	0 11	422
100	SOUTHEASTERN EQUIPME	071322	A62241	20224592		470
5713	GRAINGER	071322	9358776608	20220974		
17	VILLAGE OF RICHWOOD	071322	6/28/22 5-0126-00	20220648		
17	VILLAGE OF RICHWOOD	071322 071322	6/28/22 5-0125-00 12656724	20220648		422
7618	VANCO PAYMENT SOLUTI		6/30 SR347	20220665		
52	DAYTON POWER & LIGHT	071322 071322	021474864	20220360		
999 35	GALLS, LLC BOB CHAPMAN FORD INC	071322	66958	20220300		
		071322	66976	20220219		
35	BOB CHAPMAN FORD INC BOB CHAPMAN FORD INC	071322	67042	20220219		
35 1127	QUILL CORPORATION	071322	26121679	20220213		
4878	PRICE FARMS ORGANICS	071322	103306	20224589		
		071322	P52823162	20224554	0 11	
6622 4556	BPB HOLDING CORP INTELLICORP RECORD,		1289098	20224334		
1127	QUILL CORPORATION	071322	26115151	20220043		
521	MASI	071322	2270773	20220662		
139	OHIO EDISON COMPANY	071322	7/1 Beatty	20220646		
694	ZACHARIAS, KIM	071322	2022PG013	20220583		
054	ZACI IARIAS, KIWI	J/1322	20221 0013	_0_2000	52.55 . 5	

Vendor	Name	CK RUN	Invoice	PO	Invoice Amt Status	Dept
8151	K & M TIRE INC	071322	14244360	20224569	82.00 Pending approval	422
100	SOUTHEASTERN EQUIPME	071322	A62242	20224594	91.03 Pending approval	422
38	CITY OF MARYSVILLE	071322	11132412-163May22	20220775	92.40 Pending approval	470
1013	REDNECK TRAILER	071322	RNK1-02266201	20224593	92.76 Pending approval	422
8640	SENSORED LIFE LLC	071322	00019716	20224517	99.00 Pending approval	438
119	MARYSVILLE JOURNAL	071322	2022JC019	20222276	99.75 Pending approval	426
2683	OARNET	071322	CI-00117098	20220381	100.00 Pending approval	438
35	BOB CHAPMAN FORD INC	071322	66483	20220219	100.00 Pending approval	438
833	VERIZON WIRELESS GRE	071322	9909622217	20220044	100.71 Pending approval	438
38	CITY OF MARYSVILLE	071322	23005563-4896May22	20220775	105.60 Pending approval	470
7101	LIMBACH HOLDINGS LLC	072022	23562	20221223	111.62 Pending approval	470
694	ZACHARIAS, KIM	071322	2020PG025	20220583	116.30 Pending approval	426
35	BOB CHAPMAN FORD INC	071322	66282	20220219	116.42 Pending approval	438
6660	CFIS GROUP INC.	071322	42436	20224557	120.53 Pending approval	422
4459	LOWES	072022	2028220	20216893		470
999	GALLS, LLC	071322	021306253	20220331	124.86 Pending approval	438
5178	OFFICE CITY EXPRESS	071322	81813-00	20220669	125.93 Pending approval	422
999	GALLS, LLC	071322	021448388	20220331	126.45 Pending approval	438
79	COPYSOURCE INC	071322	41664	20224527		470
8799	RMUS, LLC	071322	34482	20224287	133.00 Pending approval	438
511	VARMENT GUARD ENVIRO	071222	7608023	20220135		418
119	MARYSVILLE JOURNAL	71222	30151	20217708		440
4260	WORKFORCE PAYHUB	071322	PA00054144	20220567		422
122	MARYSVILLE PRINTING	071322	55040	20224494		420
999	GALLS, LLC	071322	021515625	20220201		438
6192	MELLICK, ERIN	071322	6/2022 OT services	20224499		420
1467	NATIONAL TESTING NET	071322	10489	20224563		438
7344	BEIGHTLER, ROBERT E.	071322	160688	20220348		
38	CITY OF MARYSVILLE	071322	16032692-163May22	20220775		
139	OHIO EDISON COMPANY	071322	7/5 Tawa	20220661		
38	CITY OF MARYSVILLE	071322	34029268-7186May22	20220775		
733	MCAULIFFE'S ACE	072022	382213	20220616		
696	ACLOCHE'	071322	1116738	20221465		
38	CITY OF MARYSVILLE	071322	12005180-163May22	20220775		
239	CAPITOL COPY INC	071322	INV797290,	20221257		
8811	COFFIELD, NATHAN	071322	160594	20224484		
8406	SANDY, SABRINA	071322	travel 5/9-6/4	20224502		
368	JETER SYSTEMS CORPOR	071322	19545	20224267	5	
7101	LIMBACH HOLDINGS LLC	072022	23561	20221223		
6717	STATE INDUSTRIAL PRO	071322	902509670	20221185		
1993	HOGAN TIRE	071322	22-05451	20224509		
39	COLUMBIA GAS OHIO IN	071322	115090610090006Jun22	20220774		
7311	TAYLOR, JOHN K.	071322	87025	20224555		
733	MCAULIFFE'S ACE	072022	K82197	20220616		
1534	US BANK	071222	475178703	20220836		
4356	KONICA MINOLTA BUSIN	071322	280870765	20220640	207.32 Pending approva	422

Vendor	Name	CK RUN	Invoice	PO	Invoice Amt Status	Dept
6024	WILLIAMS, W.W.	071322	051W15355	20220667	210.00 Pending approval	470
6024	WILLIAMS, W.W.	071322	051W15357	20220667	210.00 Pending approval	470
6024	WILLIAMS, W.W.	071322	051W15358	20220667	210.00 Pending approval	470
122	MARYSVILLE PRINTING	071322	55048	20224520	224.00 Pending approval	422
7561	CULBERTSON, TAYLOR	071322	travel 1/26-6/29	20224511	227.04 Pending approval	420
100	SOUTHEASTERN EQUIPME	071322	A59804	20224590	227.77 Pending approval	422
7522	POLAND, RANDY	071322	2566	20224570	237.50 Pending approval	422
9	AQUA SCIENCE INC	071322	137618	20220904	244.96 Pending approval	470
374	UNION COUNTY CHAMBER	71222	25034	20217721	260.00 Pending approval	440
1993	HOGAN TIRE	071322	22-05485	20224509	267.50 Pending approval	438
521	MASI	071322	2280319	20220662	268.80 Pending approval	422
2799	GOLDEN BEAR LOCK & S	071222	9000039145	20224487		
4214	JUSTICE BENEFIT INC	071322	201704113	20224514	290.62 Pending approval	
122	MARYSVILLE PRINTING	071322	55036	20224519		
7982	TLC DRY CLEANING	071322	160619	20220049		
8449	AUNALYTICS, INC.	071322	29965755 2 of 2	20216497		
38	CITY OF MARYSVILLE	071322	23005512-7146May22	20220775		
38	CITY OF MARYSVILLE	071322	23005504-4894May22	20220775		
5612	CHARM-TEX, INC.	071222	0288651-IN	20220019		
1484	KLEIBER, JON	071322	2022PG9&12	20221661		
3300	CRESTLINE SPECIALTIE	071322	4797320	20224152		
6024	WILLIAMS, W.W.	071322	051W15354	20220667		
122	MARYSVILLE PRINTING	071322	54976	20224521		
833	VERIZON WIRELESS GRE	071322	9909568185 3 of 3	20216407		
8449	AUNALYTICS, INC.	071322	29965761	20220380		
545	GUSTER-LOSEY	071322	200680 6/22/22	20223841		
833	VERIZON WIRELESS GRE	071322	9909545983	20221468		
108	MCAULIFFE'S INC	071322	June22	20224573		
2378	MOTOROLA	072022	027828	20220608		
38	CITY OF MARYSVILLE	071322	M Ops June22	20220643		
733	MCAULIFFE'S ACE	071322	Multiple June 22	20220617		
8813	PECK, LATRAYEL	071322	Covid 19 PRC	20224508		
8815	PARKER, CARRIE	071322	Covid 19 PRC Covid 19 PRC	20224500		
8812	GUERRA, AUBRIANA	071322 071322	Covid 19 PRC	20224510		
8816	ELLIOTT, DEANNA	071322	Covid 19 PRC	20224507		
8814	CRISP, MARY	071322	Covid 19 PRC	20224507		
8817	CALL, DOMINIQUE GRAPHIC STITCH INC	071322	39530	20224556		
1338	RICHWOOD BANKING VIS	071322	47724	20224465		
2245	CITY OF MARYSVILLE	071322	25008155-163May22	20220775		
38	LOWE'S BUSINESS ACCO	071322	June22	20224571		
5487	H&S INVESTMENT HOLDI	071322	70671	20224456		
8686 1465	HENSEL READY MIX	071322	157002	20224561		
38	CITY OF MARYSVILLE	071322	12043566-795May22	20220775		
6741	TKE CORP	071322	3006687586	20222979		
35	BOB CHAPMAN FORD INC	071322	66480	20220219		
33	DOD CHAIR HAME TOND INC	U. 1522				

Vendor	Name	CK RUN	Invoice	PO	Invoice Amt Status	Dept
833	VERIZON WIRELESS GRE	071322	9909696313	20220044	696.87 Pending approval	438
2889	STORER MORTUARY TRAN	071322	1264.2	20223720	700.00 Pending approval	416
1320	OCCUPATIONAL HEALTH	071322	31708	20220346	709.50 Pending approval	438
1515	CINTAS	071222	4124377613	20224486	719.16 Pending approval	418
2151	CERTIFIED LABS & SER	071322	20310	20224559	721.20 Pending approval	422
451	SMART OIL COMPANY	072022	6320813	20220607	795.70 Pending approval	470
2889	STORER MORTUARY TRAN	071322	1251	20223720	800.00 Pending approval	416
38	CITY OF MARYSVILLE	071322	49017669-163May22	20220775	836.81 Pending approval	470
8755	HOLSOPPLE, JENNY	071322	PASSS 2/12-3/31	20224495	997.00 Pending approval	420
2889	STORER MORTUARY TRAN	071322	1264	20217155	1,000.00 Pending approval	416
8426	MEJIA, EDWARD	071322	2022-009	20220322	1,012.00 Pending approval	438
2863	FAMILY ATTACHMENT &	071322	2291, 2292	20224497	1,180.00 Pending approval	420
8322	VERIZON CONNECT FLEE	071322	300000029524	20224483	1,196.00 Pending approval	422
39	COLUMBIA GAS OHIO IN	071322	131681880040002Jun22	20220774	1,199.46 Pending approval	470
3105	SONSTEIN, JO	071322	06.2022 FC	20221809	1,200.00 Pending approval	420
6122	S&ME, INC.	071322	1126263	20224579	1,250.75 Pending approval	422
8449	AUNALYTICS, INC.	071322	29965757	20220771	1,259.13 Pending approval	470
6122	S&ME, INC.	071322	1126258	20224581	1,402.00 Pending approval	422
39	COLUMBIA GAS OHIO IN	071322	131681880050001Jun22	20220774	1,403.78 Pending approval	470
1320	OCCUPATIONAL HEALTH	071322	31424	20220346		438
8449	AUNALYTICS, INC.	071322	29965756	20216488	1,415.00 Pending approval	470
6122	S&ME, INC.	071322	1126265	20224578	1,497.00 Pending approval	
5367	HABITAT FOR HUMAN	071322	SS0212	20224503	1,508.00 Pending approval	
8641	COMPLETE TABLET SOLU	071322	240158	20224283	1,606.00 Pending approval	
7889	SHAVER, ERIC	071322	UNC062022	20224512	1,620.00 Pending approval	422
8808	PRESIDENTIAL CONSULT	071322	2021257	20224493		
7259	SPEAKWRITE LLC	071322	9add7d34	20224500	1,693.22 Pending approval	
146	PITNEY BOWES	071222	3315926509	20220833		410
5246	CAPITAL CITY GROUP I	071322	194050	20224591	,	
1605	CARDONE, JULIE	071322	06.2022 FC	20221256	,	420
7313	AG-PRO OHIO, LLC	071322	June22	20224481		422
2055	GAJARIYA PROPERTIES	071322	61435576	20224523		
7810	RUST, SHANNON	071322	51	20222297	, , , , , , , , , , , , , , , , , , , ,	
1010	JOHNSON, MATTHEW	071322	06.2022 FC	20222245		
1212	TREASURER STATE OH (071322	0342051-IN	20220323		
6983	THE DOOR GUYS INC	071322	67951121021	20217024		
552	TREASURER STATE OH (071322	June22	20220675		
8449	AUNALYTICS, INC.	071222	29964523	20220150		
451	SMART OIL COMPANY	071322	102929	20220644		
8449	AUNALYTICS, INC.	071222	2996527	20224485		
451	SMART OIL COMPANY	071322	102930	20220644		
716	ICE MILLER LLP	071322	01-2150581	20224526		
6122	S&ME, INC.	071322	1126261	20224580		
52	DAYTON POWER & LIGHT	071322	4485942671Jun22	20220751		
142	OTIS ELEVATOR COMPAN	071322	CVP16504001	20223777		
451	SMART OIL COMPANY	071322	102928	20220644	6,150.00 Pending approval	422

Vendor	Name	CK RUN	Invoice	PO	Invoice Amt	Status	Dept
6875	CCAO SERVICE CORPORA	071322	1469	20224525	6,344.00	Pending approval	412
8607	BUILDING COMPLIANCE	071322	03	20224513	6,600.00	Pending approval	422
8742	GLOBAL INTELLIGENCE	071322	00037	20223838	8,500.00	Pending approval	438
2032	FORTERRA	071322	25139714	20222771	8,652.16	Pending approval	422
775	TRI-COUNTY REGIONAL	071322	06302022	20220493	9,945.00	Pending approval	438
8449	AUNALYTICS, INC.	071322	29965755 1 of 2	20216496	10,220.90	Pending approval	470
1852	TRANE	072022	312768287	20220738	12,511.50	Pending approval	470
2032	FORTERRA	071322	25139715	20222771	28,770.56	Pending approval	422
35	BOB CHAPMAN FORD INC	071322	018620	20217091	30,523.00	Pending approval	422
35	BOB CHAPMAN FORD INC	071322	018621	20217169	30,523.00	Pending approval	422

William A DS 7.12.22

Administrator 7/13/2022

* * *

Department

Vendor Name

ADMINISTRATOR ACTION NO. 22-093A:

Requisition Entry Date Description

Approval of Capital Equipment Requests – Prosecutor

County Administrator Bill Narducci approved the following Capital Equipment Requisitions:

Amount Status

22004835 07/08/2022 Equipment, laptop 2,654.50 Released LENOVO INC. 434 Prosecutor

- * County Administrator Bill Narducci provided the following updates:
 - He is working with Joseph Grove at Soil and Water on the purchase program. It involves 110 acres. Soil and Water have taken a lead on that, and the next step is a title search, which the commissioners have to commission. Mr. Narducci will reach out to two title search companies that he worked with and hopefully this will be done by the end of August. Any fee would be reimbursed through the sale.
 - One item did that he did want to touch on in old business is the tornado siren and fire tone project. He heard the presentation from Sheriff Patton and his team several months ago. Mr. Narducci is going to meet with Brad Gilbert from EMA and Tom Morgan from the Sheriff's Office on Friday to work through some of those details.

- He met with Jerome Township and the city yesterday with Commissioner Burke and they are moving TIF and developer agreements forward. Everyone is on the same page wanting to get it signed and move forward.
- Tomorrow morning he will be working with Keith Conroy of Millcreek Township Trustee to
 discuss Ohio gas access and getting him caught up to speed as a county and region.
 Commissioner Schmenk stated that Gary Lee and Jason Comstock are the board members of the
 Ohio Gas Access Partnership (OGAP) Board.

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

 Regarding the board's individual fiscal meetings tomorrow, she is available if they need any additional information.

* * *

*Clerk to the Board Sara Early had no updates.

* * *

*Commissioner Dave Burke provided the following updates:

- The Land Reutilization Corporation Board had a very productive meeting last week. Properties fall delinquent and the county acquires property by default. They have acquired significant funds, so they want to get these properties back on the tax rolls and in circulation for use.
- There is focus on details of agreements with Jerome Township and they remain very optimistic that they will get finalized in the future.

* * *

*Commissioner Christiane Schmenk provided the following updates:

- The Land Bank will do another field trip in early August to look at a manufacturer of modular housing. They are thinking of a pilot program of small homes on land owned by land bank or Marysville.
- She listened to MORPCs regional mobility and plan coordination discussion for their region and then received follow up information for mobility through the county. Ashley Miller took Chelsea Beadnell's place and she wants to hold a meeting and get county input on a regional mobility plan for 2022 through 2025. Commissioner Schmenk asked if one of the other commissioners wants to participate since she will no longer be in office for part of that time frame. The main reason they need to participate is to receive any grants or funding that becomes available through MORPC. Mr. Narducci stated that he has met with Ms. Miller. It is critical to have that conduit with MORPC because of funding and mobility.
- She was late for today's meeting because she was on a call for the coordinating body for CCAO, CECBO and CORSA. CEBCO reports that they have a new county, which is Pickaway County. County Governance Facility LLC provided a building and financial update.

*Commissioner Steve Robinson provided the following updates:

- While he was out of town, he fielded three or four solar calls from people checking on the status.
 they are wondering what the status stated that he and Mr. Stauch did meet with some
 representatives from Cadence on the construction side, which was centered around details and
 road maintenance. They were curious about RUMA approved for Acciona and wanted to know
 the methodology.
- Mr. Narducci stated that they have a three phase project in another county and because they are ahead of Union County, they want to see their road use agreement and drainage. Union County's approach is better to drainage. Their construction person wants to follow up monthly. Cadence said construction will not start until April of next year.

* * *

RESOLUTION NO. 22-248:

Executive Session - Consideration of Appointment to the Mental Health and Recovery Board

The County Commissioners do hereby approve entering into executive session at 8:06 a.m. for the purpose of considering an Appointment to the Mental Health and Recovery Board. In attendance were: Bill Narducci, County Administrator; Letitia Rayl, Assistant County Administrator/Budget Officer; Thayne Gray, Assistant County Prosecutor; and Sara Early, Clerk to the Board. The session ended at 9:16 a.m. No further action at this time.

A motion was made by Christiane Schmenk and seconded by <u>Dave Burke</u> to approve this Resolution and was carried by the following vote:

Steve Robinson, Yea Dave Burke, Yea Christiane Schmenk, Yea

* * *

Mr. Gray stated that he has to go back and look at the statue regarding the appointments to this board.

Commissioner Schmenk asked how many openings are available, to which Ms. Rayl responded at least two.

Mr. Narducci stated that Ms. Rayl, Ms. Early and he have had a lot of discussion with the Mental Health and Recovery Board regarding vacancies and are still waiting for clarification. There are at least two vacancies that are county commissioner appointees. The interviews will he held today, but no passage of resolutions until it is known who the incoming board members are replacing and the correct terms so that there is accuracy. The next Mental Health and Recovery Board meeting is July 21^{st,} and the resolutions will be before the commissioners Wednesday.

* * *

^{*}Commissioner Robinson recessed the meeting at 9:18 a.m.

*Commissioner Robinson reconvened the meeting at 9:31 a.m.

* * *

*Economic Analysis and Public Policy Research - Howard Fleeter & Associates: Howard Fleeter joined the meeting remotely and gave the following

- Mr. Fleeter stated that he did get an updated spreadsheet on July 4 on Acciona information and there was a significant increase in property value from the spreadsheet that Mr. Burke sent him towards the end of June (approximately the 22nd). That value for that project was \$320,000,000 in June and has increased over 40%. . Now that has that information, he will revise his June memo because he made a mistake in calculations for Cadence and did not make adjustments for the fact that some of the Cadence project is in Marysville. 58 percent is in North Union and 41.6 percent is in Marysville. He will fix that mistake, but that doesn't change the main finding. North Union School District is on the guarantee and a change in their property valuation that makes them wealthier puts them more on the guarantee. Their state aid will be reduced by less than he initially thought. All that does is increase the guarantee amount owed by the state. That is the main finding in this. Even though he used the wrong numbers for Cadence, when shown in the Acciona valuation, it will make it bigger. It should have been \$30,000,000, but Acciona is \$62,000,000. \$92,000,000 is the total for Acciona and Cadence: so state aid would be reduced by \$900,000+, but it will increase their guarantee. They will not have a reduction in state aid and property tax will have the same impact as a pilot program, so it will really not affect their state funding. Mr. Fleeter stated that he will set up a meeting to talk to the North Union Treasurer and ODE and make sure they agree. Guarantee essentially protects districts from losing money from one year to the next. There are many things that affect state aid. It is technically called the transitional aid. With the amount of property value compared to the size of the North Union School District, it appears they will be on guarantee indefinitely. They won't lose any money from state aid because of this, but it would make changes to the formula, so they won't get an increase. It is basically freezing their state aid over the foreseeable future. The legislature could pull the plug on the guarantee, but there has been a guarantee of one sort or the other since 1990 and he thinks it will still be the case. It may not be 100%, but he does not think they will ever let the districts freefall.
- Commissioner Burke asked for clarity that within the North Union School District, will any solar company, (and they are up to four or five), fall into this same scenario? Mr. Fleeter Howard stated it is all additive. You add up to the state aid formula and it is all property value dollars added together and the property value in the school district in any given year. Any additional solar value put on beyond the two he has the data for, will throw them on the guarantee even more. When you get wealthier, the state's aid is computed downward.
- Commissioner Burke asked about the freezing of state aid. Mr. Fleeter stated that when on the guarantee, they are essentially getting the same. If this all happens over the next six months or so, that will affect the property values for tax year 2022, and whatever aid is in June and something happens more in the guarantee, it will be roughly the same amount of money the next year as the previous year. Under the pilot, they will still be on the guarantee; but not including influx of property value, they could get off the guarantee in a few years. With the pilot, they are pretending this does not exist because they are abating it and they will not be as far under the guarantee. It is conceivable under the pilot that they would get increases over time, but if they take property tax value, he thinks they will be so far into the guarantee, something major would have to happen to get them. Calculations would be done year by year. It would start with the property value at 98.3% and the way it would work is they would get a large increase

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- immediately and the value would slowly go down. They would start with a high number on the guarantee to begin with, so it is hard to see how they would get off the guarantee.
- Patterson model. Mr. Fleeter stated that the Cup Patterson formula has three parts to fundings: Input based model for imputing base cost/ The average cost of educating the typical child. They used to have legislature set that number and it was \$6,020 per pupil. Cup Patterson's number is about \$7,200 per pupil. It is an increase of about 20%. The main part is categorical funding for kids with learning disabilities and third part is the cost of adequately educating and the state's share piece. All three of those things work together, so over time the adequacy cost is expected to increase so it depends on the other shares. Adequacy would have to go up faster than the state share goes down. The problem is because they are starting out on the guarantee, it makes them wealthier because it reduces state aid, and makes the hold bigger. If they change from Cup Patterson and do a different way of figuring, the fact that the district is small, they might as well do the pilot because they are going to lose money on the state aid. Here the property taxes are larger than the pilot amount. He will need more information to show the pilot amount by jurisdiction. From what he can tell, North Union's circumstances are different than others he has looked at.
- Mr. Fleeter stated that the other thing that has happened in the last couple weeks was the tax department brokered a settlement with Nexus Gas Pipeline on four gas pipelines snaking across Ohio that have been there since 2018 and 2019. There are 600 in the state. They tend to be pipelines going through a sixth of the school districts. When they were trying to get the permits, one of the things they talked about were revenues. The bottom dropped out of the natural gas market and prices went down and they contested the values for revenue. This has been something that is supposed to be pretty noncontroversial. To him they had spent the money and shone what it cost so he does not understand why it was contested. They first contested to the tax commissioners. The gas companies went to the Board of Tax Appeals. The next steps would have been going through the court system and then the supreme court. Unexpectedly, the Tax Department reached a settlement with Nexus and reduced property value to about 60% of what it was originally set. The state aid for those districts was based on the other amount. The ruling on the Rover case will be later this month and he thinks it will be similar. It is a cautionary tale as the solar companies could contest the values after they are settled. He does not know how much precedence the gas pipelines could set. He is going to meet with an attorney to find out if this will incentivize all other taxpayers to get a tax break. The pilot payment is lower, and neither will affect state aid. From the community meeting he was at, a lot of people in the community do not want the solar farms. If they lodge an appeal of the value later and what looks like x amount of dollars becomes a different amount, he thinks is something to consider. The pilot number payments do not affect state aid and they are set in law and more of a sure thing but would generate less revenue.
- Commissioner Burke stated they have been anguishing over this issue and had the same discussion. The president removed the tariff from the solar panels from the Asian area, so how real are these asset values if the product is greatly reduced and the cost is reduced by the time they are purchased?
- Mr. Fleeter stated that Nexus and Rover had already built and paid for the gas pipelines. The amount did not really reflect the cost. It could be they are working off estimates and their estimates could be less and then the value would be lower and it could change property values to be higher or lower than the pilot. The pilot program is more attractive than property tax. If the companies were willing to put in an escalator clause on pilot payments, that would be something to consider. He has never negotiated with these companies but does not think that would be

unreasonable. A lot of people in our community do not want these but could have some leverage about the terms.

- Mr. Fleeter will rewrite the memo to include the Acciona information that he has. He asked if there is data on any other projects? He understands Cadence and Acciona are pressuring them on making the decision and the county needs it asap.
- Commissioner Robinson stated that Acciona is the only one who has gone through the process for a pilot. Cadence has not yet.
- Mr. Fleeter stated that he will do an analysis and make corrections. He will talk to ODE this afternoon and then bounce his findings off of them and try to get some feedback although they cannot take a position.
- Commissioner Schmenk stated that she has participated in past conversations but has not talked about an analysis with the North Union School District Treasurer). The commissioners asked him to talk to Scott Maruniak and Rich Baird with the NUSD.
- Mr. Fleeter stated that he will talk to the ODE, do calculations for Acciona, revise his memo, and touch base with the North Union School District by the middle of next week
- Commissioner Robinson stated that their timeline is up July 20th.
- Mr. Fleeter stated that he will forward the information to Mr. Burke for circulation.
- Commissioner Robinson stated that they should ask for an extension and Mr. Narducci stated that he would work on that immediately.
- Commissioner Burke stated that they need clarity on whether or not the school district gets hurt.

* * *

RESOLUTION NO. 22-249:

Executive Session – Consideration of Appointment to the Mental Health and Recovery Board

The County Commissioners do hereby approve entering into executive session at 10:09 a.m. for the purpose of considering an Appointment to the Mental Health and Recovery Board. In attendance were: Bill Narducci, County Administrator; Letitia Rayl, Assistant County Administrator/Budget Officer; Thayne Gray, Assistant County Prosecutor; and Sara Early, Clerk to the Board. The session ended at 10:18 a.m. No further action at this time.

A motion was made by Christiane Schmenk and seconded by <u>Dave Burke</u> to approve this Resolution and was carried by the following vote:

Steve Robinson, Yea Dave Burke, Yea Christiane Schmenk, Yea

* * *

RESOLUTION NO. 22-250:

Executive Session - Consideration of Contracts and Terms with Regard to Personnel

The County Commissioners do hereby approve entering into executive session at 10:21 a.m. for the purpose of contracts and terms with regard to personnel. In attendance were: Bill Narducci, County

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Administrator; Letitia Rayl, Assistant County Administrator/Budget Officer; Thayne Gray, Assistant County Prosecutor; and Sara Early, Clerk to the Board. The session ended at 10:41 a.m. No further action at this time.

A motion was made by Steve Robinson and seconded by <u>Christiane Schmenk</u> to approve this Resolution and was carried by the following vote:

Steve Robinson, Yea Dave Burke, Yea Christiane Schmenk, Yea

* * *

*Commissioner Robinson adjourned the meeting at 10:41 as there was no other business.

The Proceeding Minutes were Read and Approved Ju	ly 20, 2022
	Steve Robinson Commissioner
	Dave Burke Commissioner
	Christiane Schmenk Commissioner

The Union County Commissioners met in regular session this 20th day of July, 2022 with the following members present:

Steve Robinson, President Dave Burke, Vice President Christiane Schmenk, Commissioner Bill Narducci, County Administrator Sara Early, Clerk to the Board

* * *

*Commissioner Steve Robinson called the meeting to order at 8:31a.m.

* * *

*Thayne Gray, Assistant Prosecuting Attorney; Jason Keigley, resident; and Mike Williamson, Marysville Journal Tribune were in attendance.

* * *

*iPad(3); Sandy; and Tom Stephens, Union County Daily Digital, were in attendance remotely.

* * *

*Old Business

Tornado Siren/Fire Tone Fiber Project - Sheriff:

- County Administrator Narducci stated that the administration met with representatives from the Sheriff's Department and the EMA and discussed general details of the project. Chief Deputy Sheriff Tom Morgan is going to talk to Mr. Gray about bidding requirements. Right now, their position is that they want to get an understanding of the requirements if they go out to bid because they have received only one quote from a single provider. IT would be bid through the commissioners' office. Additionally, they talked about a tornado siren upgrade, which was not included in the quote. The amount budgeted was \$271,000. They still need to work with individual communities regarding maintenance. No one understands who has the responsibility to maintain working order. If they are going to move forward with monitoring, they need a clear understanding from the communities. It may be that individual communities will do their annual maintenance and equipment repairs, but that would probably be planned for 2023. They want to get the fiber project done this year and the monitoring project next year.
- Mr. Gray stated that Chief Deputy Morgan did contact him, and he has done some research. He needs some more information about the nature of the project and how it fits into statutory language. If it is part of the telephone network, it would not be required to be bid. As unlikely as that it is, if it would qualify as onsite equipment, which is the other exception to bidding. Other than connection, none of that would be onsite, so he would need a response from Chief Deputy Morgan and to talk to Brad Gilbert to get a better understanding of whether this could be properly

characterized as part of the phone network of 911. If not properly characterized, they will have to put out a RFP or plans and specs.

Joint Recreation Board - Playground Equipment Funding:

- Commissioner Robinson stated they are trying to determine if this needs bid.
- Commissioner Burke stated that he spoke with Amy Wesley this week and playground equipment would fall under the health and wellness economic impact bucket, but would fit better if it helped an impoverished area. That determination needs to be made. It would require a RFP, because it is over \$50,000 and would go out under prevailing wage. Commissioner Burke stated that he will follow up with health and wellness and Ms. Wesley said she thinks, on its face, it would be covered. Commissioner Burke stated that they have to determine if they want to go forward and then form a RFP.
- Mr. Narducci stated if it is part of the state co-op, they could work around that and move forward.
- Mr. Gray stated that even if they are part of that program, they would still have to go out to bid.
- Commissioner Burke stated this is an independent federal project.
- Mr. Gray stated they cannot be confident that state bid was exposed to the marketplace. From
 what he has read and the webinar training he has attended, the general advice is that you cannot
 rely on state advice to satisfy bid requirement. There are other procurement processes that could
 work.
- Commissioner Burke stated this does fit in line with their interests, but what portion would be increased by prevailing wage? Right now, the cost is \$111,000. Would prevailing wage increase it to \$120,000 or \$130,000?
- Commissioner Robinson stated it would be interesting to see what the price would be depending on the fund.
- Commissioner Burke stated that this was the same issue with Magnetic Springs.
- Mr. Narducci stated that on engineering projects, prevailing wage can cause can increase the cost of a project 10% to 20%.
- Commissioner Burke stated that he will follow up.

* * *

RESOLUTION NO. 22-251:

<u>Approve the Minutes of the July 12, 2022, Elected Officials/Department Heads Special Meeting – Commissioners</u>

The Board of Commissioners approved the minutes from the July 12, 2022, special meeting.

A motion was made by Christiane Schmenk and seconded by Dave Burke to approve this Resolution and was carried by the following vote:

Steve Robinson, Yea Dave Burke, Yea Christiane Schmenk, Yea

RESOLUTION NO. 22-252:

Approve the Minutes of the July 13, 2022, Meeting – Commissioners

The Board of Commissioners approved the minutes from the July 13, 2022, meeting.

A motion was made by Dave Burke and seconded by Christiane Schmenk to approve this Resolution and was carried by the following vote:

Steve Robinson, Yea Dave Burke, Yea Christiane Schmenk, Yea

* * *

RESOLUTION NO. 22-253:

<u>Union County Mental Health & Recovery Board Appointment – Savannah Allen</u>

The Board appoints Savannah Allen to the Mental Health & Recovery Board for a term beginning July 20, 2022 and ending June 30, 2026. This is a vacant board seat.

A motion was made by Christiane Schmenk and seconded by Dave Burke that this resolution be adopted and was carried by the following vote:

Steve Robinson, Yea Dave Burke, Yea Christiane Schmenk, Yea

* * *

RESOLUTION NO. 22-254:

Union County Mental Health & Recovery Board Appointment – Beau Michael

The Board makes the following appointment to the Mental Health & Recovery Board:

Beau Michael, who will be filling the unexpired term of Christina Horan, which ends June 30, 2023.

A motion was made by Christiane Schmenk and seconded by Steve Robinson that this resolution be adopted and was carried by the following vote:

Steve Robinson, Yea Dave Burke, Yea Christiane Schmenk, Yea

RESOLUTION NO. 22-255:

<u>Creation of New Fund - #756 - Farm at Indian Run Ditch Maintenance Fund - Soil and Water</u> Conservation District

The Board hereby approves the creation of a new fund #756 titled Farm at Indian Run Ditch Maintenance Fund under department code 442, Soil and Water Conservation District. This fund will be for tracking and recording revenue and expenses related to maintenance of the Farm at Indian Run Ditch.

A motion was made by Christiane Schmenk and seconded by Dave Burke that this resolution be adopted and was carried by the following vote:

Steve Robinson, Yea Dave Burke, Yea Christiane Schmenk, Yea

* * *

RESOLUTION NO. 22-256:

Disposal of Unneeded, Obsolete or Unfit Items – IT – EMA - SHERIFF

The Board hereby approves the sale of personal property that is unneeded, obsolete or unfit for the use for which it was acquired by internet auction.

A motion was made by Christiane Schmenk and seconded by Dave Burke to approve this Resolution and was carried by the following vote:

Steve Robinson, Yea Dave Burke, Yea Christiane Schmenk, Yea

Assistant Prosecutor Thayne Gray suggested amending the language of the resolution for clarification.

The following motion was made by Christiane Schmenk and seconded by Seve Robinson as follows:

The Board approves the sale, recycling or otherwise disposal of the electronic equipment submitted by the IT and EMA Departments, as it is of no or minimal value and unfit for use; and, furthermore, approves the trade in of the vehicle as submitted by the Office of the Sheriff and for the trade in credit to be applied to the purchase of a vehicle from Chapman Ford.

List of IT Related Equipment To Be Retired from Use

Office Submitting List:	IT		
Equipment Designation Options: (1) Destro	py/Recycle, (2) Sale/Auction, (3) Transferred		

Quantity	Short Description of Equipment	County Tag(s)	Designation
		25686, 28867, 25681,	
5	Dell Optiplex 9020	25750, NA	1
3	Dell Optiplex 7050	26580, 26668, NA	1
2	Dell Optiplex 3020	28404, 28405	1
1	Dell Optiplex 7060	27171	1
1	Dell Optiplex 790	28171	1
1	Dell Optiplex 9010	25414	1
1	Dell Laptop Precision 3510	28484	1
1	Dell DL2200 storage	NA	1
3	Dell Poweredge 720	25248, 25247, 25223, 25635	1
1	Dell -qualogic PS6100 SAN	25817	
1	Lenovo ThinkServer R0350	NA	1
1	Dell Poweredge R720	25246	1
1	Cisco Catalyst 3750X	NA	1
1	Toshiba Satellite Laptop PSLB8U	NA	1
1	Old iPad	NA	1
1	IBM Power 7 server	25999	1
1	Surface Pro Windows 8	NA	1

This equipment has been reviewed by the Union County IT staff and certifies that it is not re-usable and of little to no value.

(ecumty IT Staff Signature)

EXAMPLE

Quantity	Short Description of Equipment	County Tag(s)	Designation	
	Dell Monitors	23456, 23543, 12354	1	
2	Deli Optiplex 9010 PCs	11112, 22234	2	

^{*}Please submit a copy of this equipment list to the Auditor Budgetary Staff for removal from inventory.

List of IT Related Equipment To Be Retired from Use

Office Submitting List: Union County EMA, Rick Roush

Equipment Designation Options: (1) Destroy/Recycle, (2) Sale/Auction, (3) Transferred

Quantity	Short Description of Equipment	County Tag(s)	Designation
1	Dell Inspiron Mini 10	NA	1
1	Dell Inspiron 4100	20009	1
1	Dell Lattitude D610	NA	1
2	Dell Inspiron 6000	21753, 21754	1
1	etower 400ix	NA	1
1	emachine T3828	NA	1
1	Dell PC	21778	1
1	HP Compaq dc5100	NA	1
	100		

This equipment has been reviewed by the Union County IT staff and certifies that it is not re-usable and of little to no value.

(County IT Staff Signature)

EXAMPLE

Quantity	Short Description of Equipment	County Tag(s)	Designation	
3	Dell-Monitors	23456, 23543, 12354	1	
2	Dell Optiplex 9010 PCs	11112, 22234	2	

^{*}Please submit a copy of this equipment list to the Auditor Budgetary Staff for removal from inventory.



Accountability Integrity Dedication

Union County Commissioners 233 W. Sixth St. Marysville, Ohio 43040

July 18, 2022

Dear Commissioners,

I would like to request approval to trade in the vehicle listed below. This vehicle has a blown engine and was slated to be traded in as part of our fleet rotation later this year. The cost to repair the vehicle is not an investment that make sense. Bob Chapman Ford has offered a trade in allowance of \$3,000.00 for this vehicle in its current condition. The trade in credit will be applied to our 2023 cruiser purchases.

2019 Ford Explorer Interceptor

Mileage: 116,155

VIN# 1FM5K8AR5KGB45571

Thank you for considering this request. If you have any questions, please feel free to contact me at (937)-645-4125.

Respectfully,

Malcum J. Patton

Sheriff



July 13, 2022

Chapman Ford will hold a total of \$3,000 on credit for the Union County Commissioners, good toward a future purchase for the following vehicle:

2019 Ford Explorer ending in B45571

Jason Burris

Finance Manager

Chapman Ford

Office: 937-642-0015

Ext 103

Facsimile: 937-644-3653

A motion was made by Christiane Schmenk and seconded by Steve Robinson to approve this Resolution and was carried by the following vote:

Steve Robinson, Yea Dave Burke, Yea Christiane Schmenk, Yea

* * *

RESOLUTION NO. 22-257:

<u>Creation of New Fund - #105 - OneOhio Opioid Settlement Fund - Commissioners</u>

The Board hereby approves the creation of a new fund, #105, titled OneOhio Opioid Settlement Fund under department code 412, Union County Commissioners. This fund will be established as a special fund created under ORC §5705.09(F) and will be used for tracking and recording revenue and expenses related to the Local Government (LG) Share of the OneOhio Funds for purposes as required by the OneOhio MOU.

A motion was made by Steve Robinson and seconded by Dave Burke to approve this Resolution and was carried by the following vote:

Steve Robinson, Yea Dave Burke, Yea Christiane Schmenk, Yea

* * *

RESOLUTION NO. 22-258:

Transfers of Appropriations and/or Funds

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

		TRAN	SFER FORM			
7/20/22	Wednesday (Due to Auditor by no	oon Monday)				
Departm	nent: Human Services		Date:7/16	/2022		
	RESOL	LUTION RE: TRA	NSFER OF FUNDS			
A motion	was made by		and seconded by			
to approv	re the following transfer (s):		-		530640	
From:	Senior Sales Tax Fund Name	36906708 Org Number	Transportation Object Name		Object Number	Project Number
To:	UCATS Fund Name	36044506 Org Number	Charge for Service Object Name	Rev	420107 Object Number	Project Number
	P GILL HAME	Amount: \$	\$ 46,376.22			
_		20000700	Transportation		530640 538460	
From:	Senior Sales Tax Fund Name	36906708 Org Number	Object Name		Object Number	Project Number
To:	UCATS	36044508	Charge for Service	Rev	420107 Object Number	Project Number
	Fund Name	Org Number Amount: \$	Object Name \$ 14,695.62		Cloyed Number	Project reasons
From:	Fund Name	Org Number	Object Name		Object Number	Project Number
To:	Fund Name	Org Number	Object Name		Object Number	Project Number
		Amount: \$				
From:	Fund Name	Org Number	Object Name		Object Number	Project Number
_	Fund Name	Org Humber				
To:	Fund Name	Org Number	Object Name		Object Number	Project Number
		Amount: \$	-			
Reason	for Request:					
	Transportation - UCSS Transportation - Title IIIB grant					
1-6/2022	transportation - Tibe tile grant					
						_
			Approved by Admin	istrator	00 . 4	00
Roll call	vote resulted as follows:		Christiane :	Schmeni ve Burk		climal
cc	Auditor			Robinso		
-	***************************************			C.J.		_
DEOLES	TED ACKNOW! EDGENERT.	I have reviewed the s	above-referenced accounts and he	Date ve verified		
appropria	STER ACKNOWLEDGEMENT: tions are evallable, and free of prior end	umbrances (including bla	enket purchase orders):Janell A	lexender	games alex	anch
			Auditor's Office A	pproval	CB 7/18	

A motion was made by Christiane Schmenk and seconded by Steve Robinson to approve this Resolution and was carried by the following vote:

RESOLUTION NO. 22-259:

Payment of Bills

The Board of Commissioners hereby approves the payment of regular purchase order bills and the "then and now" bills submitted over \$50,000.00 for the week of July 18, 2022.

Vendor	Name	CK RUN	Invoice	PO	Invoice Amt	Status	Dept
8206	LEGENDS LIFT &	072022	UCSS, UC052022	20224687	56,943.40	Pending approval	420

Additional Description: Transportation services for May 2022. JFS = \$15,304.00 & Sen Serv \$41,639.40

in Chies Solumb

A motion was made by Christiane Schmenk and seconded by Dave Burke to approve this Resolution and was carried by the following vote:

Steve Robinson, Yea Dave Burke, Yea Christiane Schmenk, Yea

ADMINISTRATOR ACTION NO. 22-094A:

Transfer of Appropriations and/or Funds

revised 7/13/2022

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

Depa	rtment: Mental Health and R	ecovery Board			Date:	7/13/2022
	RESOL	LUTION RE: TRA	NSFER OF FUNDS			
	on was made by rove the following transfer (s):		and seconded by			_
no app	rove the following transier (s):					
From	Mental Health & Recovery Board Fund Name	310MH200 Org Number	Contracts/Agencies Object Name	Exp _	530100 Object Number	Project Number
To:	General	04380000	Sheriff's Fees	Rev	420104	
	Fund Name	Org Number	Object Name		Object Number	Project Number
		Amount:	\$10.00			
From				Ехр		
	Fund Name	Org Number	Object Name		Object Number	Project Number
To:	Fund Name	Org Number	Object Name	Rev	Object Number	Project Number
	505205 WC 1986	Amount:		-	100000000000000000000000000000000000000	STARTON STAN
From	:			Ехр		
	Fund Name	Org Number	Object Name		Object Number	Project Number
To:	Fund Name	Org Number	Object Name	Rev	Object Number	Project Numbe
	FUID Name	Amount:	- Ouject name	-	Oujou ministr	rigas risias
From				Ехф		
	Fund Name	Org Number	Object Name		Object Number	Project Numbe
To:	Fund Name	Org Number	Object Name	Rev	Object Number	Project Numbe
	Palonana	Amount:	- Cupot Name		Output Hamilton	1144411
Reaso	n for Request:					
Reimb	urse the cruiser fee for transporting to Mike Austin and Deputy William St	wo patients to Dublin 5	Springs, 7625 Hospital Driv	re, Dublin,	Ohio, 43016 on July 1	3, 2022.
	#2022-94	an completed the trains	Debra Schar	ner 7-14-2	2	
			Approved by Admin	etrator	BAN	
Roll c	all vote resulted as follows:		Dave	Burke		
OC:	Auditor		Steve Ro Christiane So			
-	CHARLES		Jilliana De		560	
				C.J	2-90-99	
	ESTER ACKNOWLEDGEMENT:	W0000000000000000000000000000000000000	above-referenced accou			

		TRA	ANSFER FORM									
Tuesda	y (Due to the Auditor by	y noon Friday)	Thursday (Due to the Aud	liter by nee	n Tuesday)							
Department:	Union County E	ngineer's Office	Date: 7/15/2022		1							
	RES	SOLUTION RE: TR	ANSFER OF FUNDS		,							
A motion was to approve the	made by following transfer (s)		and seconded by		ī	-						
From:	M&G Fund	25042200 Org Number	Contract Services Contract Name	<u>Exp</u> _#_	530100 Object Number	Project Number						
То:	Sheriff's Rotary Fund Name	20943808 Org Number Amount:	Webcheck / Fees Object Name \$30.00	Rev	420104 Object Number	Project Number						
From:	M&G Fund	25042200 Org Number	Contract Services Object Name	Exp_#_	530100 Object Number	Project Number						
To:	Sheriff's Rotary Fund Name	20943808 One Number Amount:	Webchack / Pay BCI Fees Object Name \$66,00	Rev	420111 Object Number	Project Number						
From:	Fund Name	Org Number	Object Name	Exp _	Object Number	Project Number						
То:	Fund Name	Ory Number Amount: \$	Object Name	Rev _	Ceject Number	Project Number						
From:	Fund Name	Org Number	Object Name	Exp	Object Number	Project Number						
То;	Fund Name	Org Number Amount: \$	Object Name	1404	Object Number	Project Number						
Reason for Re Invoice #2022JI 3 @ \$32.00 Eas	UNE-07 for Webchecks	s in June ees; \$86.00 BCl Fees										
			Approved by Adminis	strator	BAN							
Roll call vote r	esulted as follows:		Steve Rot	olnson hmenk								
REQUESTER /	ACKNOWLEDGEMEN s are available, and fre	The Cry Number Object Name Object Number Project Number Project Number Object Name Object Number Obj										

Auditor's Office Approval 03 7/18

revised 7/15/2022

463 463	1	entry DATE JNL 07/13/2022 tran 07/13/2022 tran ional Description: F	nsfer nsfer	07/13/2022	Pending approval Pending approval	Michelle Michelle	ORG 60242208 60242208 ater Collecti	560110 568001	PROJECT	COMMENT Raymond/Peoria USDA loan pay Raymond/Peoria USDA loan pay	07/13/2022 07/13/2022	D	AMOUNT 29,712.76 29,712.76
JOURNAL	LINE	ENTRY DATE JNL	SHORT DESC	JNL EFF DATE	AMD STATUS	JNL CLERK	ORG	OBJECT	PROJECT	COMMENT	DTL EFF DATE	DR/CR	AMOUNT
465	1	07/13/2022 tran	nsfer	07/13/2022	Pending approval	Michelle	65142208	530381		cover year end expenses	07/13/2022	D	1,000.00
465	2	07/13/2022 tran	nsfer	07/13/2022	Pending approval	Michelle	65142208	530382		cover year end expenses	07/13/2022	- 1	1,000.00
JOURNAL	100.000	ional Description: I		propriations fro	8857		Building D		5223	COMMENT	DTL EFF DATE	DR/CR	AMOUNT
	THAT	07/15/2022 Mui	200200		Pending approval	Janes Charles	010CO126		ritorei	Add Exp 1st half Muni Crt	07/15/2022	San brailean	5,205.42
553	1									[작업명][[전경][[] [[] [[] [[] [[] [[] [[] [[] [] [] [
553	2	07/15/2022 Mu	niCrt	07/15/2022	Pending approval	Letitia	010CO129	550190		Add Exp 1st half Muni Crt	07/15/2022		5,205.42
	Addit	ional Description:	Additional Cost	in County shar	e of Municipal Cou	art staffing fo	or 1st half 2	022.					

* *

Full As (7-20-22 Administrator 7/20/2022

* * *

ADMINISTRATOR ACTION #22-095A:

Payment of Bills

County Administrator Bill Narducci approved the payment of regular purchase order bills and the "then and now" bills submitted for the week of July 18^{th} , 2022.

Vendor	Name	CK RUN	Invoice	PO	Invoice Amt	Status	Dept
7545	STOVER, RICHARD	072022	2200120412050 7-6-22		1.31	Pending approval	404
6354	KRAMER ENTERPRISES,	072022	38481	20220660	7.24	Pending approval	422
5412	MONOPRICE.COM	072022	22568224	20223173		Pending approval	404
382	FIRST COMMUNICATIONS	072022	123884587	20220778		Pending approval	470
382	FIRST COMMUNICATIONS	072022	123884586	20220778		Pending approval	470
6354	KRAMER ENTERPRISES,	072022	41607	20220660		Pending approval	422
1338	GRAPHIC STITCH INC	072022	39556	20224703		Pending approval	438
1127	QUILL CORPORATION	072022	26253616	20224138		Pending approval	412
2659	GOLDEN, SHAWN	072022	160921	20224516		Pending approval	438
2119	GORDON FLESCH COMPAN	72022	13811849	20221240		Pending approval	414
7311	TAYLOR, JOHN K.	072022	22789	20224686		Pending approval	422
257	MARYSVILLE PUBLIC LI	071922	20231000473444 7/22	20224648		Pending approval	418 422
521	MASI	072022	2290265	20220662		Pending approval	422
8402	BANE-WALKER	072022	ZC05151	20224695		Pending approval	422
2119	GORDON FLESCH COMPAN	072022	IN13813196	20220645		Pending approval Pending approval	472
7436	SPRINT COMM	072022	942661635-038 40567	20220167		Pending approval	422
6354	KRAMER ENTERPRISES,	072022 072022	25971332	20224361		Pending approval	472
1127 2119	QUILL CORPORATION GORDON FLESCH COMPAN	72022	13813277	20224301		Pending approval	436
2740	PATTON, JAMIE	072022	160924	20224515		Pending approval	438
177	UNION RURAL ELECTRIC	072022	MOps June22	20220650		Pending approval	422
4068	AGILE NETWORKS	072022	644924	20220378		Pending approval	438
4068	AGILE NETWORKS	072022	644925	20220378		Pending approval	438
122	MARYSVILLE PRINTING	72022	55115	20221242		Pending approval	414
1127	QUILL CORPORATION	72022	25596732	20217773	33.19	Pending approval	436
4356	KONICA MINOLTA BUSIN	072022	281050183	20220672		Pending approval	422
4356	KONICA MINOLTA BUSIN	072022	281050754	20220672	34.00	Pending approval	422
39	COLUMBIA GAS OHIO IN	072022	131681880060000Jun22	20220774	38.18	Pending approval	470
177	UNION RURAL ELECTRIC	072022	1845000 Jun22	20220776	41.33	Pending approval	470
694	ZACHARIAS, KIM	072022	2022PG013-July 22	20220583	41.65	Pending approval	426
7545	STOVER, RICHARD	072022	2200120412030 7-6-22		43.76	Pending approval	404
1484	KLEIBER, JON	072022	2013-2-030	20221661	44.40	Pending approval	426
177	UNION RURAL ELECTRIC	072022	Bear Swamp June22	20220659		Pending approval	422
39	COLUMBIA GAS OHIO IN	072022	115116440050000Jun22			Pending approval	470
2455	ALERE TOXICOLOGY SER	072022	L 324380 GF	20224629		Pending approval	
6354	KRAMER ENTERPRISES,	072022	41608	20220652		Pending approval	422
6354	KRAMER ENTERPRISES,	072022	38482	20220652		Pending approval	
6354	KRAMER ENTERPRISES,	072022	40568	20220652		Pending approval	
7545	STOVER, RICHARD	072022	2200120412020 7-6-22			Pending approval	404
177	UNION RURAL ELECTRIC	072022	Inskeep June22	20220650		Pending approval	422 472
108	MCAULIFFE'S INC	072022	6302022	20220180		Pending approval	
38	CITY OF MARYSVILLE	072022	22-222	20224673		Pending approval	420 404
8449	AUNALYTICS, INC.	072022	29965760 161195	20222014		Pending approval Pending approval	
3935	UNION COUNTY EMPLOYE	072022 72022	22RC07730	20224647		Pending approval	
1414 3935	TREASURER STATE OH UNION COUNTY EMPLOYE	072022	161196	20224647		Pending approval	
3935	UNION COUNTY EMPLOYE	0/2022	101190	20224/10	01.00	r enum gapprovar	430

Vendor	Name	CK RUN	Invoice	PO	Invoice Amt	Status	Dept
177	UNION RURAL ELECTRIC	072022	Fedex June22	20220650	63.27	Pending approval	422
657	LANGUAGE LINE SERVIC	072022	10575335	20224668	63.75	Pending approval	420
159	RICHWOOD GAZETTE	072022	3002001 6/30	20224614	63.89	Pending approval	434
4356	KONICA MINOLTA BUSIN	071922	281157192	20220831	64.40	Pending approval	410
35	BOB CHAPMAN FORD INC	072022	67171	20220219	64.99	Pending approval	438
8026	GIBSON, CALE	72022	161081	20224643		Pending approval	414
7545	STOVER, RICHARD	072022	2200120410000 7-6-22			Pending approval	404
1127	QUILL CORPORATION	072022	25971819	20220164		Pending approval	472
2376	BENNY'S PIZZA	72022	160910	20221083		Pending approval	414
1380	UCO INDUSTRIES	72022	19486, 19489	20221251	74.00	Pending approval	414
263	DETWILER, MICHELLE	071922	7/7/22	20224623		Pending approval	418
516	SILCO FIRE PROTECTIO	072022	2433618	20224721	75.00	Pending approval	470
694	ZACHARIAS, KIM	072022	2022PG024	20220583		Pending approval	426
1380	UCO INDUSTRIES	072022	19484	20222338		Pending approval	404
52	DAYTON POWER & LIGHT	072022	60312999105 Jun22	20220751		Pending approval	470
3707	RUSH TRUCK CENTER	072022	3028447331	20220558		Pending approval	422
100370	SMARRA, ANDREW	7202022	161018	20224651		Pending approval	440
1127	QUILL CORPORATION	072022	26232955	20224138		Pending approval	412
2119	GORDON FLESCH COMPAN	072022	IN13813160	20220350		Pending approval	438
815	UNION COUNTY HEALTH	071922	8-Clinics	20224622		Pending approval	418
8654	BERTKE, AMEE	072022	7/11/2022 final	20224652		Pending approval	420
6853	PEACOCK WATER	72022	1006828, 32015TL, 10	20221245		Pending approval	414
94	STIFFLER, RHONDA	072022	Back to School PRC	20224690		Pending approval	
2683	OARNET	072022	CI-0002903	20220381		Pending approval	
108	MCAULIFFE'S INC	071922	29641 June 2022	20220039		Pending approval	
928	LEO MEYERS INC	072022	307188-02	20220200		Pending approval	
119	MARYSVILLE JOURNAL	072022	30011	20224653		Pending approval	
1127	QUILL CORPORATION	072022	25945069	20220164		Pending approval	
4356	KONICA MINOLTA BUSIN	072022	280972807,281157661	20222575		Pending approval	
368	JETER SYSTEMS CORPOR	072022	20130	20224479		Pending approval	
1127	QUILL CORPORATION	072022	25713142	20222340		Pending approval	
2238	LEXISNEXIS	072022	1456520-20220630	20224617		Pending approval	
3432	RUMPKE OF OHIO, INC	072022	3243671	20221298		Pending approval	
5248	GUARDIAN MEDICAL MON	072022	24261	20224607		Pending approval	
1127	QUILL CORPORATION	720222	2590586	20217773		Pending approva	
999	GALLS, LLC	072022	021548889	20220201		Pending approval	
1320	OCCUPATIONAL HEALTH	072022	31690	20224692		Pending approva	
1127	QUILL CORPORATION	072022	25712486	20222340		Pending approva	
1380	UCO INDUSTRIES	072022	19487	20222614		Pending approva	
1451	TISCH, TERRI L. BLOO	72022	160913	20221250) Pending approva	
2238	LEXISNEXIS	072022	1357625-20220630	20221425) Pending approva	
6562	UNION COUNTY FAIRBOA	072022	FAIR 2022	20224677		Pending approva	
7344	BEIGHTLER, ROBERT E.	72022	161083	20224646		Pending approva	
1127	QUILL CORPORATION	072022	26281242	20224138		Pending approva	
177	UNION RURAL ELECTRIC	072022	Crottinger June22	20220659		Pending approva	
1338	GRAPHIC STITCH INC	072022	39550	20224635	159.00	Pending approva	404

Vendor	Name	CK RUN	Invoice	PO	Invoice Amt Status	Dept
833	VERIZON WIRELESS GRE	072022	Eng9910062652	20220642	160.27 Pending appro	oval 422
2119	GORDON FLESCH COMPAN	072022	IN13813217	20220182	161.00 Pending appre	oval 472
239	CAPITOL COPY INC	072022	NV798231, 232,233	20221257	161.50 Pending appr	oval 420
2119	GORDON FLESCH COMPAN	072022	IN13813218	20220896	164.55 Pending appr	oval 412
2119	GORDON FLESCH COMPAN	072022	IN13814918	20220048	166.68 Pending appr	oval 438
159	RICHWOOD GAZETTE	072022	1112, 258, 30012	20224654	173.03 Pending appr	oval 420
1830	KLOSTERMAN BAKING	071922	11993 June 2022	20220035	177.77 Pending appr	oval 418
3459	FRIENDSOFFICE	072022	1575404-0	20224660	180.75 Pending appr	oval 420
2245	RICHWOOD BANKING VIS	072022	Bldg June22	20224716	185.13 Pending appr	oval 422
177	UNION RURAL ELECTRIC	072022	Darby Meadows June 22	20220659	187.00 Pending appr	oval 422
5750	KONICA MINOLTA PREMI	071922	476312236	20220835	189.35 Pending appr	
2272	AXON ENTERPRISE	072022	INUS083611C	20223754	190.06 Pending appr	
4356	KONICA MINOLTA BUSIN	072022	281050375	20221334	200.00 Pending appr	
8828	JARRELL, BREANNA	072022	B2S PRC 2022	20224691	200.00 Pending appr	
1522	CENTURYLINK	072022	161173	20220377	204.20 Pending appr	
4994	FRASER, DON W.	72022	160904	20224463	214.06 Pending appr	
39	COLUMBIA GAS OHIO IN	072022	154595480010005Jun22	20220774	221.06 Pending appr	
39	COLUMBIA GAS OHIO IN	072022	115090610080007Jun22	20220774	221.06 Pending appr	
3960	SOUTHERN COMPUTER WA	72022	000718772	20224609	233.06 Pending appr	
6354	KRAMER ENTERPRISES,	072022	41606	20220652	239.42 Pending appr	
6354	KRAMER ENTERPRISES,	072022	40566	20220652	240.47 Pending appr	
5412	MONOPRICE.COM	072022	22625631	20223344	242.10 Pending appr	
1724	SHI	072022	B15482142	20224633	248.48 Pending appr	
2004	FISHEL DOWNEY ALBRE	072022	141	20220036	250.00 Pending appr	
928	LEO MEYERS INC	072022	307188-01	20220200	256.47 Pending appr	
6354	KRAMER ENTERPRISES,	072022	38480	20220652	256.58 Pending appr	
374	UNION COUNTY CHAMBER	072022	24952	20224711	260.00 Pending appr	
1127	QUILL CORPORATION	72022	26293116	20221246	272.89 Pending appr	
2245	RICHWOOD BANKING VIS	072022	74153	20223364	273.48 Pending appr	
2245	RICHWOOD BANKING VIS	072022	486828775	20223364	273.48 Pending appr	
177	UNION RURAL ELECTRIC	072022	Parrott June22	20220659	274.00 Pending appr	
148	POSTMASTER	072022	First Class2022	20224680	275.00 Pending appr	
9858	WEX BANK	72022	82225096	20221253	284.09 Pending appr	
2111	OHIO COMMON PLEAS JU	72022	161084	20224644	295.00 Pending appr	
2205	THARP, TAYLOR	72022	160905	20224464	297.49 Pending appr	
8718	PRICE, EGYPT	072022	2022 B2S PRC	20224667	300.00 Pending appr	
177	UNION RURAL ELECTRIC	071922	990700 June 2022	20220127	328.02 Pending appr	
5612	CHARM-TEX, INC.	071922	0288776-IN	20220019	328.09 Pending app	
1534	US BANK	072022	476123047	20222312	331.35 Pending app	
833	VERIZON WIRELESS GRE	072022	99085558908	20224271	332.88 Pending app	
552	TREASURER STATE OH (072022	5198427	20220907	370.25 Pending app	
8525	ABILITY BB LLC	072022	185351-4	20224672	380.00 Pending app	
552	TREASURER STATE OH (072022	5198428	20216914	388.25 Pending app	
3092	SIGNATURE CONTROL SY	071922	SC56676	20224649	390.00 Pending app	
8796	CONRAD, MISTY	072022	2022 B2S PRC	20224675	400.00 Pending app	
833	VERIZON WIRELESS GRE	072022	9910042353	20223231	405.15 Pending app	roval 404

Vendor	Name	CK RUN	Invoice	PO	Invoice Amt Status	Dept
8734	ENGINEER SUPPLY LLC	072022	2334354	20223817	405.98 Pending approval	412
177	UNION RURAL ELECTRIC	072022	754002 Jun22	20220776	408.56 Pending approval	470
8594	SEASONS OF CARE	072022	6/2022 Clady	20224681	411.25 Pending approval	420
4420	AT&T	072022	419R01038107C	20220379	441.51 Pending approval	438
4420	AT&T	072022	419R01040707C	20220379	441.51 Pending approval	438
2746	COLUMBUS BAR ASSOCIA	72022	100124	20224645	485.20 Pending approval	414
8804	EPP, JACOB	072022	6/27-7/8 SYEP 2022	20224684	490.75 Pending approval	420
146	PITNEY BOWES	071922	1020771257	20221732	492.98 Pending approval	410
8821	BEVINS, TERESA L	072022	2022 Covid 19 PRC	20224674	500.00 Pending approval	420
8825	MICHAEL, AMBER	072022	2022 Covid PRC	20224663	500.00 Pending approval	420
8827	GOOD, ERICK R	072022	2022 Covid PRC	20224662	500.00 Pending approval	420
833	VERIZON WIRELESS GRE	72022	9910042347	20221252	545.93 Pending approval	414
39 8594	COLUMBIA GAS OHIO IN	072022	115090610060009Jun22	20220774	547.94 Pending approval	470
7545	SEASONS OF CARE STOVER, RICHARD	072022 072022	June 2022	20224699	560.00 Pending approval	420
4068	AGILE NETWORKS	072022	2200120411000 7-6-22 644922	20222012	572.67 Pending approval	404
8824	BULLARD, MELISSA R	072022	2022 Covid, B2S PRC	20222012	600.00 Pending approval	404 420
8826	TODHUNTER, LINDSAY	072022	2022 PRC, B2S, Covid	20224661	600.00 Pending approval 600.00 Pending approval	420
8829	JARVIS, AMBER	072022	Covid 19, B2S PRC	20224688	600.00 Pending approval	420
5805	MATRIX POINTE SOFTWA	072022	UNION202207	20224616	625.00 Pending approval	434
2245	RICHWOOD BANKING VIS	071922	3189 June 2022	20220155	659.58 Pending approval	418
833	VERIZON WIRELESS GRE	072022	Bldg9910062652	20220673	663.46 Pending approval	422
5145	AMERICAN SOLUTIONS F	72022	06078591a	20224664	728.31 Pending approval	440
5587	JORDAN, SHAWNNA	072022	06.2022 advertising	20224676	750.00 Pending approval	420
4068	AGILE NETWORKS	072022	644923	20220378	760.00 Pending approval	438
2245	RICHWOOD BANKING VIS	072022	160820	20220364	779.52 Pending approval	438
128	MEMORIAL HOSPITAL UN	072022	31696	20224683	789.00 Pending approval	422
4895	EMERGENCY MANAGEMENT	072022	2022winterconf	20224612	900.00 Pending approval	472
2245	RICHWOOD BANKING VIS	072022	6.2022 purchases	20224685	913.16 Pending approval	420
177	UNION RURAL ELECTRIC	072022	Raymond June22	20220659	949.07 Pending approval	422
5897	COMMUNITY & SEASONED	072022	Q2 Food Box	20221231	1,092.00 Pending approval	420
1534	US BANK	072022	475179222	20224615	1,123.47 Pending approval	434
886	DAVE'S PHARMACY	071922	COYC June 2022	20223179	1,132.91 Pending approval	418
1127	QUILL CORPORATION	071922	25419879	20220830	1,152.26 Pending approval	410
177	UNION RURAL ELECTRIC	072022	Millcreek June22	20220659	1,212.00 Pending approval	422
	AUNALYTICS, INC.	072022	29965758	20222014	1,248.75 Pending approval	404
7574	CRASH DATA GROUP INC	072022	INV11260	20224562	1,250.00 Pending approval	438
	HENZEL, DR. KEVIN	071922	37	20220154	1,250.00 Pending approval	418
35	BOB CHAPMAN FORD INC	072022	66991	20220219	1,308.53 Pending approval	438
4009	MIDWEST PHOTO	072022	3-008574-02	20218005	1,348.00 Pending approval	438
	VISA	07/20/22	1688July2022	20217695	1,368.50 Pending approval	412
39	COLUMBIA GAS OHIO IN	072022	115090610070008Jun22	20220774	1,425.39 Pending approval	470
	FLEWELLING, ERIC	072022	06.2022 FC	20221434	1,568.37 Pending approval	420
	ALERE TOXICOLOGY SER SUPER 8 MARYSVILLE	072022	L324380 OMHAS	20224628	1,595.96 Pending approval	426
886	DAVE'S PHARMACY	072022	275324572,277053603	20223591	1,649.70 Pending approval	420
000	DAVE 3 FRARIVIACT	071922	1128 June 2022	20224639	1,716.21 Pending approval	418

Vendor	Name	CK RUN	Invoice	PO	Invoice Amt Status	Dept
8823	MANION, TIMOTHY J	072022	June22	20224717	1,800.00 Pending approval	422
7100	WELLSKY HUMAN & SOCI	072022	CTR1300003345	20224678	1,874.60 Pending approval	420
5713	GRAINGER	072022	9363618142	20224416	1,875.00 Pending approval	470
7545	STOVER, RICHARD	072022	2200120413000 7-6-22		1,925.55 Pending approval	404
52	DAYTON POWER & LIGHT	072022	7950461162 Jun22	20220751	1,934.36 Pending approval	470
9912	INTERSTATE BILLING S	072022	985740,987315	20224689	2,024.83 Pending approval	420
2707	AMEA HEALTHCARE LLC	072022	6/2022	20224605	2,137.50 Pending approval	420
8449	AUNALYTICS, INC.	072022	29965759	20222014	2,268.95 Pending approval	404
5145	AMERICAN SOLUTIONS F	72022	06078591b	20224665	2,331.38 Pending approval	440
4710	CONNECT AMERICA.COM	072022	59	20224606	2,337.00 Pending approval	420
2089	VRI	072022	6/2022	20224604	2,442.00 Pending approval	420
6330	CDA, INC.	072022	17625	20222026	2,458.50 Pending approval	426
8732	PCA CORRECTIONS, LLC	072022	062022	20220473	2,609.22 Pending approval	438
5595	FORENSIC FLUIDS LABO	072022	60224	20224694	2,700.00 Pending approval	420
2455	ALERE TOXICOLOGY SER	072022	L324380 DYS	20222284	2,783.04 Pending approval	426
177	UNION RURAL ELECTRIC	072022	1083000 Jun22	20220776	2,996.90 Pending approval	470
5145	AMERICAN SOLUTIONS F	7202022	06078591	20217709	3,438.24 Pending approval	440
5895	COMMUNITY ACTION ORG	072022	1, 140	20221266	3,450.00 Pending approval	420
52	DAYTON POWER & LIGHT	072022	9043365616 Jun22	20220751	3,451.73 Pending approval	470
2272	AXON ENTERPRISE	072022	INUS083611B	20223754	3,484.04 Pending approval	438
8448	SETTERLIN BUILDING C	072022	2	20215963	4,140.00 Pending approval	412
7440	J & J MOBILITY, LTD	072022	8956,8986,8994	20224670	4,264.94 Pending approval	420
1921	NATIONAL YOUTH ADV	072022	06.2022 SS	20222588	4,377.30 Pending approval	420
383	TURNING POINT	072022	161124		4,494.00 Pending approval	404
3882	HOSPETS, INC.	072022	Q2 Grant disbursed	20221233	4,872.44 Pending approval	420
148	POSTMASTER	072022	BRM replenishment	20224669	5,000.00 Pending approval	420
52	DAYTON POWER & LIGHT	072022	2807326882 Jun22	20220751	5,107.32 Pending approval	470
3897	VICKERS, JOHN L.	07/20/22	160802	20221295	5,200.00 Pending approval	410
783	APPRAISAL RESEARCH C	072022	105551	20222888	5,375.00 Pending approval	404
2072	DE NOVO CONSULTING	072022	2022-4	20224696	5,995.00 Pending approval	412
8514	MICROGENICS CORP	72022	938583	20224462	6,237.65 Pending approval	414
783	APPRAISAL RESEARCH C	072022	105575	20222888	6,408.00 Pending approval	404
371	WARNER'S LIQUID WAST	072022	ENV232	20220658	6,510.00 Pending approval	422
4067	UNION COUNTY NEI	072022	Q2 2022 disbursement	20221227	7,000.00 Pending approval	420
783	APPRAISAL RESEARCH C	072022	105569	20222888	8,043.75 Pending approval	404
783	APPRAISAL RESEARCH C	072022	105552	20222888	8,425.00 Pending approval	404
55	RIGHTWAY FOOD SERVIC	071922	10503 June 2022	20220078	8,463.03 Pending approval	418
8365	DARTPOINTS	072022	102619	20222316	8,504.68 Pending approval	404
1897	JULIAN & GRUBE INC	072022	28179	20224636	8,767.00 Pending approval	404
2272	AXON ENTERPRISE	072022	INUS083611	20223645	10,452.12 Pending approval	438
91	COUNT ELECTRONICS	072022	120	20214246	10,525.00 Pending approval	422
1674	RICHWOOD CIVIC CENTE	072022	Q2 Grant disbursed	20221228	11,000.00 Pending approval	420
8271	LUTHERAN HOMES	072022	0000020436	20221431	12,180.00 Pending approval	420
948	THE BUCKEYE RANCH	072022	11361	20221255	12,493.80 Pending approval	420
2866	H & S ASPHALT, LLC	072022	HS22-1581	20224596	15,805.00 Pending approval	422
318	INTERIM HEALTHCARE O	072022	6/2022	20224679	15,852.00 Pending approval	420

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Vendor	Name	CK RUN	Invoice	PO	Invoice Amt	Status	Dept
525	ADRIEL SCHOOL INC	072022	51388,	20221260	20,189.10	Pending approval	420
2167	FABER,KEITH	072022	312246	20224634	20,664.00	Pending approval	404
336	HONDA MARYSVILLE AUT	072022	35006	20223824	24,780.50	Pending approval	470
8404	A LOVING HEART	072022	HS-6-30-22,MC-6-30-2	20223995	28,290.00	Pending approval	420
1167	UC CRIMINAL DEFENSE	072022	160882	20223494	43,500.00	Pending approval	404

* * *

ADMINISTRATOR ACTION NO. 22-096A:

Approval of Capital Equipment Requests - Sheriff

County Administrator Bill Narducci approved the following Capital Equipment Requisitions:

Requisition Entry Date Description Amount Status Vendor Name Department 22004957 07/14/2022 Model #90 PS Shoe Polishing Machine 1,314.00 Released O-SUN COMPANY 438 Sheriff

* * *

ADMINISTRATOR ACTION NO. 22-097A:

Grounds Use Application

County Administrator Bill Narducci approved the following Grounds Use Application:

Dave Burke Steve Robinson Christiane Schmenk County Office Building 233 West Sixth Street Marysville, Ohio 43040-1526 www.co.union.oh.us				Tim Hansley, County Administrator Letitia Rayl, Assistant County Administrator/ Budget Officer Kelly Higgins, Clerk to the Board/ Office Assistant
		reet 43040-1526	COUNTY COMMISSIONERS	Tel. 937-645-3012 Fax 937-645-3002 commissioners@co.union.oh.us
www.co.un	ion.on.	ш		Commission of the Commission o
			Application to Use Union (County Grounds
	Becc The	Policy is available from	Union County Grounds Use Policy n the Commissioners' Office or or s available as a fillable form or to	the Union County website: co.union.oh.us.
	11. ii. ii.	Street 2"d Line City/State/ZIP C. Malling Address Street 2"d Line City/State/ZIP C. Malling Address Street 2"d Line City/State/ZIP D. Email Address: 1. 614 - 312 - 1 2. 614 - 312 - 1 2. 614 - 563 - Event Information A. Date(s) & Time(s) B. Estimated Numbe 1. If there will be then No APPLIC C. Nature of Event 1. General Descr (a) Person In 2. Sound Amplifi (a) If Yes, Des Note: if you p required by of 4. Equipment (Eg (a) If Yes, Des 5. Vehicles (a) If Yes, Des 6. Banners or Sig	Same Box 1061 Arysville OH 43040 Arange Green wood 871 - Arage Green wood 871 - Robin Thomps Requested O7-15-2022 r of Participants 23 feetball e fewer than 30 participants, and in cation is Required iption - taking pictures of Charge on Site: Robin Thom cation Yes No scribe, including type and location yes No scribe; Show Location on Diagram of the control of the	Select Select G-30-7:45 pm (approximately) Senius plus unknown number of community if your answer to C(2) to (6) below is "No," I the Senior feetball players and pictures of players with mpson members of the community in (County does not provide power.) Structure, inspections or permits may be the or the Union County Engineer (Building) SELECTION
	Date Time	1115/22 1: 7/15/22 1: 8:38 AM (EM)	ter)	Approved Denied Date: 7/15/2-3. Signed: Lill AD Position: Count Approximate

Charles Hall Steve Stolte Christiane Schmenk	V
County Office Building 233 West Sixth Street Marysville, Ohio 43040-1526 www.co.union.oh.us	COUN' COMMISSIO grow with

Tim Hansley, County Administrator
Letitia Rayl, Assistant County Administrator/
Budget Officer
Kelly Higgins, Clerk to the Board/
Office Assistant

Tel. 937-645-3012 Fax 937-645-3002

commissioners@co.union.oh.us

- III. Area(s) Requested for Use
 - A. Court House, 215 W Fifth, Marysville, Ohio
 - 1. South South Steps, South lawn to sidewalk at East Steps
 - North North Steps, North lawn to sidewalk at East Steps
 - B. Justice Center, 221 W Fifth, Marysville, Ohio
 - 1. Fallen Office Monument and surround lawn to Courthouse North steps
 - 2. Parking Lot SW side
 - C. County Office Building, 233 W Sixth, Marysville, Ohio
 - 1. Grounds on the
 - (a) North side of building;
 - (b) West side of building, north of the west-side entrance
 - (c) East side of building
 - Parking areas, South Side: Lower _____ Upper _____
 - D. Ag Center grounds, 18000 State Route 4, Marysville, Ohio
 - 1. Between the entrance drives from State Route 4 and from County Home Road
 - 2. West and South of the Ag Center building
 - 3. Parking Area
 - E. Union County Service Center, 940 London Avenue,
 - 1. Front Parking Area

NOTICE OF ACTION

If Denied, you may appeal the decision of the County Administrator to the Board of County
Commissioners by filing a written request to review or notice of appeal within 30 days after the date of
the denial. See Union County Grounds Use Policy, Section 4.7.
If Approved, this serves as your Permit. The Person-In-Charge should have a copy during the Event.
Event Date 7/15/22 Access Begins at 6:30 PM and Ends at 7:45 PM
Access Time includes pre-event set up and post-event clean up.
Service Fees Cleaning/Security/Other: Not Required; Amount:
Security Deposit: Not Required Amount

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UNION COUNTY COMMISSIONERS JOURNAL 2022 July 20, 2022

ADMINISTRATOR ACTION NO. 22-098A:

F Permit Application - All Ohio Balloon Festival

County Administrator Bill Narducci approved the following F Permit Application for The All Ohio Balloon Festival:

OHIO DEPARTMENT OF COMMERCE, DIVISION OF LIQUOR CONTROL 6606 TUSSING ROAD REYNOLDSBURG, OHIO 43068-9005 Telephone No. (614) 387-7407 http://www.com.ohio.gov/liqr

F PERMIT APPLICATION FILING FEE \$40.00

Five-Day Privilege for Special Functions - Valid for the Sale of BEER ONLY, Until 1:00 a.m.

APPLICATION MUST BE FILED AT LEAST THIRTY (30) DAYS PRIOR TO THE DATE OF FUNCTION

§ 4303.20 F permit. Permit F may be issued to an association of ten or more persons, a labor union, or a charitable organization, or to an employer of ten or more persons sponsoring a function for the employer's employees, to purchase from the holders of A-1 and B-1 permits and to sell beer for a period lasting not to exceed five days. No more than two such permits may be issued to the same applicant in any thirty-day period.

The special function for which the permit is issued shall include a social, recreational, benevolent, charitable, fraternal, political, patriotic, or athletic purpose but shall not include any function the proceeds of which are for the profit or gain of any individual. The fee for this permit is forty dollars.

CAREFULLY READ THE GENERAL INSTRUCTIONS	OD FILING AN EADDING	TION ON BACE 5		
TYPE OR PRINT PLAINLY	ALL QUESTIONS MU			
Full Name of Organization		SI BE ANSWERED		
ALLOHIO BACCOIN FESTIG				
Street Address Where Function Will Be Held (BESPECIFIC - and make this address	uniform on all documents submitted)			
Township (Only if outside city or village limits) City MAYSVIUE	State Zip Code OHIO 4304	County: UW TON		
Mail and/or Fax Permit and Correspondence To:				
Name: ALLOHIO BALLOON FEST Street Address: 207 1	MANST City:	MRYSURCE		
State: Off Zip Code: 43040 Phone #: 437 20	13 5835 Fax#			
Individual responsible for the compliance with Ohio's liquor laws in conjunction with the sale and consumption of alcoholic beverages: Name: Kevin Behres Title: 6P Phone #: 9372435835				
Date and Time Function Will Begins: Date Function Begins: Aug / Time Function Begins: 5 am pm				
Date and Time Function Will End: Date Function Ends:	Time Function Ends:	am E pm		
Please check what type of organization:				
	more persons sponsoring	Labor Union		
a function for his employees, except for a manufacturer or wholesale distributor of alcoholic beverages (not open to the public)				
The Division of Liquor Control does not regulate or advise individuals regarding gambling in conjunction with the issuance of an F permit. Any question regarding gambling should be directed to the Ohio Attorney General's Office, Charitable Gaming Section, 150 East Gay Street, 23rd Floor, Columbus, OH 43215 at (614) 466-3181.				
ANSWER ALL QUESTIONS ON PAGE TWO				
Taxing District	Remarks:	Reviewer Action:		
Parmit Number	A COLUMN AS	ACTIONS! ACTION.		
Permit Number				
Receipt #				

DLC 4115

1.			
	What is the purpose of the function? (Note: The proceeds of the function shall not be used for the profit or gain of any individuals)	-	
2.	Will the applicant receive 100% of the proceeds of the function? If NO, please explain:	YES	NO
	(NOTE: The proceeds of the function shall not be used for the profit or gain of any individuals).		
3.	Will any individual or for profit association, corporation, or other legal entity receive any financial profit or gain from the event for which you are requesting the F permit?	YES	₽NO
	If YES, please explain, including identity and share of each person to receive profit or gain:		
4.	Will the members of the applicant organization coordinate and operate the event and conduct the sale of alcoholic beverages?	YES	NO
	If NO, please submit a detailed explanation of the non member involvement and their financial compensation.		
5.	Will any for profit association, corporation, or other legal entity be involved in the event for which you are requesting the F permit? If YES, please explain:	YEŞ	NO
		N (. 3
6.	Give the name and address of the brewer or distributor from whom beer will be purchased.	Freeing	Ming And
	5 10 MIN (reel Ave	Freeing	ur.E
	POHSUILL, DA 17901 Colum	Wille MI	411
que	Division of Liquor Control does not regulate or advise individuals regarding gambling in conjunction with the issuartion regarding gambling should be directed to the Ohio Attorney General's Office, Charitable Gaming Section, and Floor, Columbus, OH 43215 at (614) 466-3181.	ince of an F pe	mit. An
que	Division of Liquor Control does not regulate or advise individuals regarding gambling in conjunction with the issuartion regarding gambling should be directed to the Ohio Attorney General's Office, Charitable Gaming Section,	ince of an F pe	mit. An
que 23rd	Division of Liquor Control does not regulate or advise individuals regarding gambling in conjunction with the issuar stion regarding gambling should be directed to the Ohio Attorney General's Office, Charitable Gaming Section, of Floor, Columbus, OH 43215 at (614) 466-3181. THE FOLLOWING MUST BE COMPLETED BY THE APPLICANT(S): COUNTY, 85 Deing first duly sworn, according to law, depose and say that needs and answers made in the foregoing application are true, and say that I/We are at least twenty-one years of age and the statements made in the foregoing application are true. I hereby acknowledge that I/We are required by law to be responsible for any conducted laws pertaining to the sale of alcoholic beverages. FALSIFICATION OF ANY OF THE INFORMATION ON THIS APPLICATION CAN RESULT IN THE DIVISION'S REFUSING TO ISSUE THIS PERMIT, Law Manual Control of Association, Lodge or Corporation) (Prince of Officer of Association, Lodge or Corporation) (Title)	at the et that	Street,

OHIO DEPARTMENT OF COMMERCE DIVISION OF LIQUOR CONTROL

6606 Tussing Road, P.O. Box 4005, Reynoldsburg, Ohio 43068-9005

TENANCY & POLICE NOTIFICATION FORM FOR TEMPORARY PERMIT

Section A. (Completed by Applicant): TEMPORARY PERMIT FUNCTION INFORMATION
The ACCOHTO BACCOON FESTENC.
(Full Name of Organization [this must be same as what is listed on Application])
will be conducting an event at the location of 760 CLYNC! W. MAYSTECCE (Location or Street address where function held [this must be same as what is listed on Application])
and has appled for an "F" class temporary liquor permit to allow the sale of beer:
beginning Aug 11 at 5 am pm (Date Function Begins) (Time Function Begins)
and ending Aug 13 at 11 am Tom (Date Function Ends) at (Time Function Ends)
Section B. (Completed by Property Owner): CONSENT OF REAL PROPERTY OWNER INFORMATION
If applicant is owner of real property mark box, [] and sign below.
I/We, being the owner of the realty/located at the address mentioned in Section A. above, do hereby acknowledge notification that the Organization listed above will hold a special function on the dates specified by signing below. X X Y Y Y Y Y Y Y Y Y Y Y Y Y Y Y Y Y
(Street Address of Real Property Owner) (City, State, and Zip Code (Telephone Number)
Section C. (Completed by Chief Peace Officer): NOTICE TO CHIEF PEACE OFFICER (City/Township Police, OR County Sheriff)
This portion must be signed by the Chief Peace Officer in the municipality or the township where this function will be held indicating that he/she has be notified of the date, time, place and duration of the event. (If the township does not have a Chief Peace Officer, the County Sheriff's Department must be notified accordingly.)
I, being the Chief Peace Officer of the City, Township or County where the function listed above in Section A will be held, acknowledges that I have received notification that the Organization listed above will hold a special function on the dates specified, by signing below.
X City Police Twp Pol
(Signed) (Tide) (Check the box that applies) (Date) [Print Name)
(Print Name) In signing this form, the Chief Peace Officer is merely acknowledging receipt of notification of the event and not giving their approval or consent of the event on behalf of the political subdivision.

DIAGRAM OF PERMIT PREMISES FOR TEMPORARY PERMIT

THIS DOCUMENT MUST BE COMPLETED IN ORDER TO OBTAIN YOUR TEMPORARY PERMIT

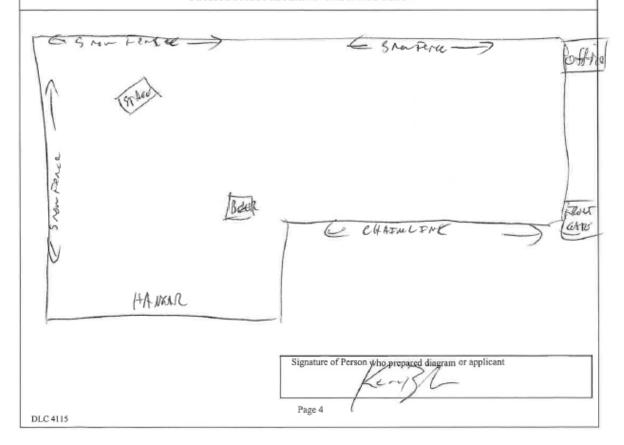
Section 4301.62 ("open container statute") prohibits anyone from possessing an open container of any alcoholic beverage outside of the area defined as permit premises. Whoever violates this statute is guilty of a MISDEMEANOR. Any alcoholic beverage must be both sold and consumed within the defined permit premises.

It is now required that every applicant for an F or F2 permit submit with the application a diagram of the premises where alcoholic beverages will be sold and consumed. If the diagram is not included, the application will be returned to the applicant. The diagram can be submitted in the space provided below or on a separate sheet, and should be signed by the person who prepared the diagram or the applicant themselves.

FOR EVENTS HELD INDOORS: Diagram must identify the room(s) and/or building in which the alcoholic beverages will be sold and consumed.

FOR EVENTS HELD ENTIRELY or PARTIALLY OUTDOORS: Diagram must show shape and measured dimensions of the area to be used. Location of barriers must be shown, and an explanation of the type of barriers given (e.g. chain link fence, snow fence, brick wall, rope, etc.) which will separate permit premises from other areas which are not permit premises.

DIAGRAM MUST APPEAR IN THE SPACE BELOW



GENERAL INSTRUCTIONS FOR FILING "F" APPLICATIONS

The "F" permit may be issued to any association of ten or more persons, labor union, charitable organization, or to an employer of ten or more persons sponsoring a function for his employees to sell beer only. An "F" permit is effective for not more than five (5) days for the sale of beer only until 1:00 a.m. No more than two (2) "F" permits may be issued to the same applicant in any thirty (30) day period.

APPLICATION WILL NOT BE ACCEPTED WITHOUT THE FOLLOWING REQUIRED DOCUMENTS

- 1. Forty (\$40.00) dollar filing fee. Make check payable to the Division of Liquor Control. Please do not mail cash.
- 2. Letter of approval from Fair Board if function is to be held on county fairgrounds.
- 3. Division of Liquor Control Form 4221, Consent of Real Property Owner/Notification of Chief Peace Officer.
- 4. Copy of diagram of permit premises, (Form DLC 4221) denoting areas where beer will be consumed.
- If the event is on the premises of a retail permit holder you must submit a notarized affidavit, signed by an officer/owner of the retail
 permit, stating they will not utilize their permit privileges at the same time and place as the temporary event.

WARNINGS

- · Applicant must be at least twenty-one (21) years of age.
- Section 4301.24 of Ohio Revised Code prohibits any manufacturer or wholesale distributor from aiding or assisting any
 retail permit holder by gift or loan of any money or property of any description or other valuable thing; and it prohibits any
 retail permit holder from accepting same. THIS MEANS A WHOLESALE DISTRIBUTOR MAY NOT AID THE
 PERMIT HOLDER IN ANY WAY, EITHER FINANCIALLY OR BY ADVERTISING THE FUNCTION COVERED
 BY THIS APPLICATION; AND THE PERMIT HOLDER MAY NOT ACCEPT SUCH ASSISTANCE FROM THE
 WHOLESALE DISTRIBUTOR.
- · An "F" permit holder must purchase all alcoholic beverages from a wholesale distributor,
- It is illegal to allow a patron to remove any alcoholic beverage from or to consume it off the premises designated on your permit.
- It is illegal for any person under the age of twenty-one (21) to purchase or consume alcoholic beverages. It is the
 permit holder's responsibility to obtain proper identification.

*Commissioner Robinson recognized Richwood resident Jason Keigley in the audience:

- Mr. Keigley stated that he grew up in Union County, but had moved to Indianapolis for 28 years. He is a mason and discussed Noah's ark from the Bible and calamity and the end of the world. He is going to build a 15 story cruise liner that is a land ark and inside of that will be a generator to provide for 50,000 homes. He is creating positions that pay \$100,000 per year and is trying to get extra money per school district. He found out about solar farms in North Union School District. He is looking to hire attorneys as they are losing a great deal of land, which will cause tax losses, loss of space for farming and loss of growth, which will cost additional money in the future. Last week there was a vote to allow the Logan County solar project, and this tears apart both districts because it goes across the border. They are grandfathered in, and they are requesting tax abatements. If they are approved, they will not move forward.
- Commissioner Robinson stated tax abatements have not been approved for Union County and it will be decided on August 17th.
- Mr. Keigley stated will be putting cease and desist orders on them and all solar farms. Samsung is working with Bill Gates and so it is not good. At the school board meeting, they talked about parallel monies and there has to be a business plan for a profit margin. The residents will pay a great deal of money, but this will probably double or triple everyone's electric bills and the residents will just get a small percentage back. He has experience dealing with big businesses in Indiana and seeing this happen to his hometown, he is getting ready to start a video this weekend to send to 400,000 people, which will then go to hundreds of thousands of people throughout the world. He is trying to help children. He is on Facebook groups, His family had owned Richwood Gazette, so he has a vested interest because of history. He wants to do a school district, not a zip code, and children will be able to come to the community center and be shown a different way of life. Seventy-five days from now, this will launch. They will probably have 30,000 - 40,000people at launch and it will just grow. There will be no more issues with welfare or social security, and everyone will all be at a wage. Money that would be paid for solar farms in comparison to loss of acreage is not worth it. If no tax abatements are approved, this will stop. He will try to fix Richwood up to Dublin standards at cost and everyone will make \$100,000 a year. Mr. Keigley stated that he is a roofer and just has to pay for the cost of materials. All can have brand new roofs. It is about all the children; getting the sidewalks done and paying for it; no more taxes; and getting licenses for roads to be done. He got permission to remove the trees out of two creeks for the North Union School District and then will move on to the next district. He will use the wood to make other buildings.

* County Administrator Bill Narducci provided the following updates:

- Staff: Letitia Rayl is out for the remainder of the week and Ginger Yonak is out this week and next week in Hawaii.
- Solar: The QEP extension for Acciona was granted by the Department of Development. The new deadline is August 19th which is a Friday.
- Jeff Stauch, Commissioner Burke and Mr. Narducci participated in a meeting with Jerome Township and are assisting with the project schedule for roadway construction as part of that partnership.
- They met with developers at ODOT regarding 42 Industrial Parkway. The proposal was made by developers to match up their projects with ODOT.
- He is continuing to work with Joseph Grove at Soil and Water on the ad ease purchase program.
 There is one owner and they need to commission a title search. Mr. Narducci stated that he will reach out to a couple of title searchers to see if they can assist.

- The first big performance will be held in the auditorium this weekend. There are challenges with the new contract that they are working through and trying to coordinate. He thinks it will be great in the long term.
- He has been working diligently with Ms. Early, Ms. Rayl and Mr. Gray on board and commission expiration dates and schedules.
- He has been working with Kevin Behrens, EMA and the Sheriff's Office to make sure everything is in order for the All Ohio Balloon Festival, which will be held in August.

* * *

*Clerk to the Commissioners Sara Early had no report.

* * *

Assistant Prosecutor Thayne Gray had no report.

* * *

*Commissioner Dave Burke provided the following updates:

• He attended the Dover Township meeting this week. The old upholsterer building will be torn down and township zoning was \$30,000. They are struggling with growth in a different way and working through their zoning issues.

* * *

*Commissioner Christiane Schmenk provided the following updates:

- She listened to an airport economic development discussion last week and there was a presentation by Steve Koenig. The intended audience was primarily Marysville and Mr. Koenig did a good job talking about economic development opportunities for the airport that include a runway extension. They want to foster a relationship with Marysville.
- She attended the North Union School Board meeting and answered questions about pending solar projects. She left with some questions, but thought it was a good meeting.
- She and Mr. Narducci attended the Parks and Trails Working Group meeting at Glacier Ridge yesterday. There were people there from Liberty Township, Delaware, Powell, Dublin and Plain City. A presentation was made by a local developer and one of his messages was that as a developer, he likes to work with zoning boards to see how paths or trails would connect. They also heard from a MORPC representative who heads up greenways programs and discussed the development of a trail town and travelling tourism opportunities. Aaron Smith gave an update on Cardinal Trail. The goal is to get better signage and they are working with the county engineer and ODOT regarding future resurfacing.
- The ribbon cutting at the Board of Developmental Disabilities will be held at 11:00 a.m. today.
- CCAO is having a workforce and family symposium in late August. She will attend and report back.

*Commissioner Steve Robinson provided the following updates:

- He attended the LUC meeting last Thursday. Union County had three plats on the agenda, Logan County had four zoning text amendments, and there was one zoning text amendment from Champaign county. A lot of it is solar related where they are changing township regulations.
- All commissioners attended the North Central Ohio Solid Waste District Board of Directors Meeting July 18th.
- Commissioner Robinson stated that he did receive a call from a trustee regarding drainage.

* * *

*Commissioner Robinson recessed the meeting at 9:17 a.m.

* * *

*Commissioner Robinson reconvened the meeting at 9:32 a.m.

* * *

*County Engineer Jeff Stauch provided the following updates:

- Paving: Shelly Company has paved Weaver Road. They will do Wellwood next, which is one of the solar agreement roads, then Wells and Harriott. Harriott needs prepped first by the Union County crews. The rain has caused some delays. They have to replace a couple of culverts and there will be some substantial changes. The roads are being widened. The facility on Harriott is contributing on digging costs. This should be done by mid-August. Raymond Road has been an addition. The city is chipping in \$75,000 to pave Reservoir driveway down to the city limits. The water plant construction affected the road, so they are cleaning that up. The crew working on the Jerome Township roads is also working for Delaware County.
- American Structurepoint has been selected as an engineering consultant for Industrial Parkway. The roundabout will be part of that study. They are giving them a proposed contract, which Mr. Stauch believes will be accepted. The project will be over \$250,000 and can hopefully be completed next year.
- Acciona Update: York Township signed off on the RUMA last night. They are discussing how to
 protect the road crossings from future excavations. Steel posts have been driven on the SR47 site.
 Requests for Proposals were first sent out in May.
- Mr. Narducci stated that Commissioner Robinson received notification from a property owner that they had problems with a tile system. The property owner had retiled his field recently.
- Commissioner Robinson stated that according to the landowner, they built the drive across the retiling and water was bubbling up out of the ground.
- Mr. Stauch stated they should talk to Brent Nickel first.
- Commissioner Robinson stated that he told the owner he could follow up with him. Acciona agreed to take care of drainage.
- Commissioner Robinson told them to contact Soil and Water. It goes clear across the field to where they are installing the posts too and the owner said there does not appear to be any effort to stay off of it.
- Mr. Stauch stated that as far as the road crossing issue, it could just be bad luck.
- Commissioner Robinson stated that the way the contract was set up, the contractors were supposed to locate tile before construction.

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- Mr. Gray stated that if they had asked the owner in advance, the owner could have told them the location of the tile before they commenced work.
- Commissioner Robinson stated that this property is upstream. It is approximately 170 acres they systematically tiled about four years ago.
- Commissioner Burke stated that contractually the solar company has an obligation. He asked Mr. Gray if the solar company has a legal obligation.
- Mr. Gray stated that he does not know what the lease arrangements are, but if the lease had any sophistication, it would provide that the solar company is responsible for damages.
- Commissioner Burke stated that this is the first case, and it would be nice to start a precedent from the start. This person will lose yield.
- Mr. Gray stated that he thinks there has been some discussion about the solar tile inspectors being able to stop work.
- Commissioner Robinson stated that he does not think they are doing the perimeter digs.
- Commissioner Burke stated that this does not give solar companies the right to take the owners' rights away.
- Commissioner Robinson stated that he thinks the drainage tile inspection has been done in house at this point.
- Commissioner Schmenk stated that there has been discussion about outsourcing.
- Mr. Narducci stated that he thought they had hired a drainage technician. He will follow up with Brent Nickel.
- Commissioner Burke stated that the county is a party to that because they are a member of that contract.
- TR130 Update: Amrine Wood Mr. Stauch stated that he is meeting with the developer, the city and the township on August 2.
- Bridgework: Leeper Perkins bridgework is starting soon. They are still awaiting contractor plans but they will have to start soon to finish before the asphalt plants close for the season.
- The guardrail contract is halfway through.
- The striping bid opening will be held next week.
- Bridge inspections are underway.
- OPWC grants will soon be due in his office so anyone who wants grant applications needs to submit them by the first part of next month. They will probably select Jerome Road for the project.
- The Yearsley Road Bridge will be built next year. They set up the resolution so that the chairman of the board can sign off.
- Commissioner Schmenk stated that she was the chair last year.
- Mr. Stauch stated that he can follow up on that.
- CEAO Bridge Applications: There was another round of county engineers bridge grants as a part of the infrastructure funds. This will be the second of three rounds. He hopes they can submit this third round, which will happen in September. Others did not qualify, and he does not know if it will be successful.
- Force Account Work Update: They are prepping for patching and hope to chip and seal in the next few weeks once they get the Wells project done. This will be in the southern part of the county and will probably include 105 miles. They can't split crews up to do Wells and chip seals.
- Personnel: Mr. Stauch stated that they have extended two offers out of three interviews and have had limited response. Last month, they had a person who did not show, so they are struggling and continuing to work on that. Fred Slota, Assistant Building Official is retiring Friday. He requested that the commissioners sign a resolution recognizing Mr. Slota's retirement.

RESOLUTION NO. 22-260:

Honoring Fred Slota on his Retirement as Assistant Chief Building Official

The Board of Commissioners hereby honors Fred Slota on his retirement as Assistant Chief Building Official.

Steve Robinson, Commissioner, Board President Dave Burke, Commissioner, Board Vice President Christiane Schmenk, Commissioner

County Office Building

County Office Building 233 West Sixth Street Marysville, Ohio 43040-1526 www.unioncountyohio.gov



Bill Narducci, County Administrator Letitia Rayl, Assistant County Administrator/ Budget Officer Sara Early, Clerk to the Board/Office Assistant

> Tel. 937-645-3012 Fax 937-645-3002 commissioners@unioncountyohio.gov

July 20, 2022

HONORING FRED SLOTA - On his RETIREMENT as Assistant Chief Building Official

WHEREAS Fred Slota became employed as the Residential Plans Examiner with the Union County Engineer in May 2016, and initially was responsible for the review of all residential building plans and assisting the community with the process, and

WHEREAS in 2019, Fred became the Chief Building Official and had a very positive impact in his new role leading the Building Department in all areas of responsibility, including a very high volume of residential permits, but most especially his stabilizing effects on the area's commercial projects, and

WHEREAS in 2020, Fred was involved in the implementation of the new Building Department software that took the office to an online permitting process for our customers, and

WHEREAS over the past few years, in the Chief Building Official role and in his most recent assignment as Assistant Building Official, Fred has continued to be an important part of the group while they navigated record high numbers of inspections and plan reviews in consistently one of the fastest growing counties in our state, and

WHEREAS over the years, Fred's expertise, extensive knowledge and professionalism has been invaluable to Union County, and

WHEREAS his positive attitude, willingness to expand his role and responsibilities, ability to collaborate with others and his dependability has benefitted those fortunate to work with him, and

NOW, THEREFORE, BE IT RESOLVED on this 20th day of July, 2022, by the Board of County Commissioners of Union County, Ohio, and acknowledged by Union County Engineer Jeff Stauch THAT:

Section 1. This Board recognizes Fred Slota for over 6 years of public service and leadership with Union County.

Section 2. This Board thanks Fred Slota for his diverse, dedicated, patient, sincere, and effective professional service to the citizens of Union County.

Section 3. This Board wishes Fred Slota the most joy/apd happiness in his well-earned retirement.

County Engineer, Jeff Stauch

Dave Burke

Steve Robinson

Christiane Schmenk

A motion was made by Steve Robinson and seconded by Christiane Schmenk to approve this Resolution and was carried by the following vote:

Steve Robinson, Yea Dave Burke, Yea Christiane Schmenk, Yea

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- Personnel Updates Continued: Mr. Stauch stated that their building inspector will be leaving to work for the state.
- Ditch Project Plans have been submitted for the log jam and are awaiting his review. There are a number of structural and design changes and hopefully the Soil and Water Conservation District will be able to answer some questions.
- Mr. Stauch stated that he is working on the schedule for the innovation district in Jerome Township and hopes to have that done today.
- Mr. Stauch and Josh Holtschulte met with District 6 on the curve coming out of Richwood (SR37) to see if something can be done to straighten the curve for safety. They have not come up with an exact plan or timeline, but it has to be comparable with other safety projects in the district. Mr. Stauch stated that they could wing in some curves and change the pavement to make it less slippery if they can acquire the right of way.
- Mr. Narducci stated that he received an email from M&J Landscape in which an employee had noticed the roundabout at Cosgray and 161 was overgrown with weeds. This is a multijurisdictional area and Mr. Narducci contacted Mark Grady in Dublin.
- Mr. Stauch stated that he spoke to Megan O'Callaghan about this in the spring and either Dublin or ODOT did the mowing.
- Mr. Narducci stated that Dublin is going to handle the landscaping.
- Mr. Narducci stated that he and Commissioner Schmenk attended the parks and trails meeting yesterday and they talked about streets having bike paths. Counties are different. He asked Mr. Stauch to discuss that with other engineer groups and see if they have policies on this subject. Since this would be an ODOT project, there would be some federal funding if they complete the streets.
- Mr. Stauch stated that ODOT will probably widen Beecher Gamble and they can probably take a look at that. They just had a district meeting.
- Commissioner Schmenk stated a MORPC representative could present or talk about it.
- Mr. Keigley asked if they are allowed to resurface the streets with an earth tone color, as it will cool things down.
- Mr. Stauch stated that they have tried to micro surface in other colors, but it did not turn out well. The reason they like asphalt is its benefits in the winter. The black surface helps melt the snow and ice
- Mr. Keigley stated that since the population is growing, there are more asphalt roads and asphalt shingles, and the city is hotter because of that.
- Commissioner Robinson stated that there were reports at the LUC Meeting regarding sidewalks in Richwood on Route 4 and that a project had been bid three times with no response and so will be bid again this fall.

• Mr. Stauch requested that the commissioners sign the OPWC Agreement.

Ohio Public Works Commission

PROJECT GRANT AGREEMENT

LOCAL TRANSPORTATION IMPROVEMENT PROGRAM

Pursuant to Ohio Revised Code Chapter 164 and Ohio Administrative Code Chapter 164-1, this

Project Grant Agreement ("Agreement") is entered into July 1, 2022 by and between the State

of Ohio, acting by and through the Director of the Ohio Public Works Commission ("Director" or the

"OPWC"), and Union County ("Recipient"), in respect of the Project named

UNI-CR222D Bridge Replacement as described in Appendix A of this Agreement ("Project") to

provide 32.1 % of the total Project cost ("Participation Percentage"), not to exceed

Five Hundred Thousand Dollars (\$ 500,000), for the sole and

express purpose of financing or reimbursing costs of the Project as more fully set forth in this Agreement

and the Appendices as attached.

OPWC Project DKZ32

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UNION COUNTY COMMISSIONERS JOURNAL 2022 July 20, 2022

RECITALS

The Local Transportation Improvement Fund created under Ohio Revised Code Section 164.14 is to benefit local subdivisions for the planning, construction, reconstruction, and improvement of roads, streets and bridges;

Pursuant to Ohio Revised Code Section 164.02, the Ohio General Assembly created the Ohio Public Works Commission (OPWC) to implement the policies set forth in Article VIII of the Ohio Constitution and Ohio Revised Code Chapter 164;

Pursuant to Ohio Revised Code Section 164.05, the Director is empowered to (i) enter into agreements with Local Subdivisions to provide loans, grants, and local debt support for Capital Improvement Projects; and (ii) authorize payments to Local Subdivisions or their Contractors for costs incurred for Capital Improvement Projects;

Pursuant to Ohio Revised Code Section 164.14, the Director is empowered to review and approve or disapprove requests for financial assistance from the District Public Works Integrating Committees in accordance with the criteria set forth in Ohio Revised Code Sections 164.14(C) and (E);

Ohio Revised Code Section 164.14 permits a grant of funds for such a Capital Improvement Project to be expended or provided only after the District Committee has submitted a request to fund the Project to the Director outlining the Recipient's planned use of the funds, and subsequent approval of the request by the Director;

The Recipient desires to engage in the Capital Improvement Project described in Appendix A of this Agreement; and

The Project has been duly recommended to the Director pursuant to Ohio Revised Code Section 164.06 by the District Committee of which the Recipient is a part.

In consideration of the contained promises and covenants, the undersigned agree as follows:

- DEFINITIONS. The following words and terms as used in this Agreement shall have the following meanings.
 - "Capital Improvement" or "Capital Improvement Project" means the acquisition, construction, reconstruction, improvement, planning and equipping of roads and bridges.
 - "Chief Executive Officer" means the single office or official of the Recipient and as designated in Appendix A pursuant to Section V. A. or authorized designee as per written notification to the Director.
 - "Chief Fiscal Officer" means the single office or official of the Recipient and as designated in Appendix A, pursuant to Section V. A, or authorized designee as per written notification to the Director.
 - "Contractor" means a person who has a direct contractual relationship with the Recipient and is the manufacturer of all or a portion of the Project, or the provider of labor, materials or services in connection with the acquisition, improvements, construction, reconstruction, expansion, or engineering of the Project; or both.
 - "Cost of Project" means the costs of acquiring, constructing, reconstructing, expanding, improving and engineering projects and shall also be deemed to include preliminary costs, including but not limited to, planning costs, design costs.
 - "District Committee" means the District Public Works Integrating Committees and the Executive Committees created pursuant to Ohio Revised Code Section164.04.
 - "Effective Date" means the date set forth on Page One of this Agreement.

"Eligible Project Costs" means such portion of the Project costs disbursed from the OPWC to the Recipient for the sole and express purpose of acquiring, constructing, reconstructing, expanding, improving, engineering and equipping the Project, other direct expenses, and related financing costs.

"Local Subdivision" means a county, municipal corporation, or township of the State.

"Local Subdivision Contribution" means the Local Subdivision financial share used for the sole and express purpose of paying or reimbursing the costs certified to the Director under this Agreement for the completion of the project. Such funds shall constitute a specified percentage of the total Cost of Project set forth in Appendix B and may consist of money by any person, any Local Subdivision, the State of Ohio, or the federal government or of contributions in-kind by such parties through purchase or donation of equipment, land, easements, labor, or materials necessary to complete the Project.

"Participation Percentage" means the rounded percentage of the total actual Project costs that will be contributed by the OPWC, not to exceed the maximum dollar contribution of the OPWC identified in this Project Agreement, and the rounded percentage of the total actual Project costs that will be contributed by the Recipient. Both percentages are identified in Appendix B. If the total actual Project costs exceed the estimated Project costs identified in Appendix B, the Local Subdivision Participation Percentage will increase to reflect the cost overrun, while the OPWC percentage contribution will decrease recognizing that there is a maximum dollar contribution from the OPWC which is identified in this Project Agreement.

"Project" means the scope of work specified in Appendix A.

"Project Manager" means the principal employee or agent of the Recipient having administrative authority over the Project designated in Appendix A pursuant to Section V.A., or authorized designee as per written notification to the Director.

"State" means the State of Ohio.

- II. GRANT OF FINANCIAL ASSISTANCE. Subject to the terms and conditions contained in this Agreement, the Director hereby grants to the Recipient financial assistance, as established in this section, for the sole and express purpose of paying or reimbursing the eligible costs certified to the Director under this Agreement for the completion of the Project.
 - A. The Grant. The Director hereby agrees to provide financial assistance in the form of a grant, from the Local Transportation Improvement Fund, in an amount not to exceed

Five Hundred Thousand Dollars

(\$ 500,000).

- B. Joint Funded Project with the Ohio Department of Transportation. For those projects advertised, awarded and administered by the Ohio Department of Transportation (ODOT), the Recipient and the Director hereby assign certain responsibilities to the ODOT, an authorized representative of the State of Ohio. Notwithstanding Sections V.A., V.B., and V.C. of the Project Agreement, the Recipient hereby acknowledges that upon notification by the ODOT, all payments for eligible project costs will be disbursed by the Director and the OPWC directly to the ODOT. A Memorandum of Funds issued by the ODOT shall be used to certify the estimated project costs. Upon receipt of a Memorandum of Funds from the ODOT, the OPWC shall transfer funds directly to the ODOT via an Intra-State Transfer Voucher. The amount or amounts transferred shall be determined by applying the Participation Percentages defined in Appendix B to those eligible project costs within the Memorandum of Funds.
- III. LOCAL SUBDIVISION CONTRIBUTION. The Recipient shall, at a minimum, contribute to the Project the Local Subdivision Participation Percentage as set forth in Appendix B of this Agreement. In the event that the total actual Project costs exceed the estimated Cost of Project identified in Appendix B, the OPWC shall not be required to increase the maximum amount of the grant and the Recipient shall increase its Local Subdivision Contribution to meet such actual Cost of Project.

- IV. PROJECT SCHEDULE. Construction of the Project must begin within one year of the Effective Date of this Agreement, or this Agreement may become null and void at the sole discretion of the Director. A preliminary construction schedule is provided in Appendix A. Delays, with reason for the delay(s), must be communicated to the Director as soon as possible. The Director will review written requests for extensions and may extend the construction start date taking into consideration the Project can be completed within a reasonable time frame. Failure to meet the schedule without approval for an extension may cause this Agreement to become null and void at the sole discretion at the Director.
- V. DISBURSEMENTS. All payments made by the OPWC shall be made directly to the contractor that performed the work on the Project and originated the invoice unless the Recipient requests reimbursement. The following provisions apply to Project disbursements:
 - A. Project Administration Designation. Pursuant to Ohio Administrative Code 164-1-21(B)(1-3), the Recipient shall designate its Chief Executive Officer, Chief Fiscal Officer and Project Manager in Appendix A of this Agreement. The Director and OPWC must be notified of changes in these designations in writing including the addition of designees or alternates.
 - B. Disbursements to Contractors to Pay Costs of the Project. The Recipient shall submit to the Director a Disbursement Request together with the information and certifications required by this section, unless otherwise approved by the Director. The dollar amount set forth in the Disbursement Request shall be calculated based on the Participation Percentage set forth on Page One of this Agreement or as amended, to account for changed conditions in the Project financing scheme. If all requirements for disbursement are deemed by the Director to be accurate and completed, the Director shall initiate a voucher in accordance with applicable State requirements for the payment of the amount set forth in the Disbursement Request. The Office of Budget and Management, Ohio Shared Services, will forward the warrant, drawn in connection with the voucher, by regular first-class United States mail or electronic funds transfer to the contractor or other authorized recipient designated in the Disbursement Request.

Prior to any disbursement from the Fund, the following documents shall be submitted to the Director by the Recipient:

- If the request is for disbursement to a Contractor, an invoice submitted to the Recipient by the Contractor which invoice requests payment of such sums in connection with its performance of the Project;
- If the request is for disbursement to the Recipient, proof of payment of the invoice such as check, warrant, or other evidence satisfactory to the Director that payment of such sums has been made by the Recipient in connection with the portion of the Project for which payment is requested;
- A Disbursement Request Form properly certified by the Project Manager, Chief Executive Officer and the Chief Fiscal Officer; and
- Such other certificates, documents and other information as the Director may reasonably require.
 - If the Director finds that the documents comply with the requirements of this Agreement, the Director is authorized to cause the disbursement of moneys from the Fund for payment of the identified Project costs. The Recipient represents that the Project was initially constructed, installed or acquired by the Recipient no earlier than the Effective Date of this Agreement.
- C. Limitations on Use. No part of the moneys delivered to the Recipient pursuant to Section II is being or will be used to refinance, retire, redeem, or otherwise pay debt service on all or any part

- of any governmental obligations regardless of whether the interest on such obligations is or was excluded from gross income for federal income tax purposes.
- D. Project Scope. The physical scope of the Project shall be limited to only those Capital Improvements as described in Appendix A of this Agreement. If circumstances require a change in such physical scope, the change must be approved by the District Committee, recorded in the District Committee's official meeting minutes, and provided to the Director for the execution of an amendment to this Agreement.
- E. Project Cost Overruns. If the Recipient determines that the moneys granted pursuant to Section II, together with the Local Subdivision Contribution, are insufficient to pay in full the costs of the Project, the Recipient may make a request for supplemental assistance to its District Committee. Pursuant to Ohio Administrative Code Section 164-1-23, the Recipient must demonstrate that such funding is necessary for the completion of the Project and the cost overrun was the result of circumstances beyond the Recipient's control, that it could not have been avoided with the exercise of due care, and that such circumstances could not have been anticipated at the time of the Recipient's initial application. Should the District Committee approve such request, the action shall be recorded in the District Committee's official meeting minutes and provided to the Director for the execution of an amendment to this Agreement.
- VI. CONDITIONS TO FINANCIAL ASSISTANCE AND ITS DISBURSEMENT. The Recipient must comply with the following before receiving funds:
 - A. The Recipient certifies that the Local Subdivision Contribution necessary for the completion of the Project is available or expected to be available through the construction of the Project and must demonstrate its compliance with the provisions of Ohio Revised Code Chapter 164 and Ohio Administrative Code Chapter 164-1. If the local share as certified by the Chief Fiscal Officer at the time of the Project application becomes unavailable, the Recipient is to notify the Director and the OPWC as soon as possible or this Agreement may become null and void at the sole discretion at the Director.
 - B. The Recipient shall execute all other documents and certificates as deemed necessary by the Director, on the date hereof or at any time hereafter in connection with the financial assistance and disbursement of moneys pursuant to this Agreement, including any amendments to this Agreement.
- VII. REPRESENTATIONS, WARRANTIES AND COVENANTS OF RECIPIENT. Recipient represents warrants and covenants for the benefit of the Director as follows:
 - A. The Recipient is a Local Subdivision of the State with all the requisite power and authority to construct, or provide for the construction of, and operate the Project under the laws of the State and to carry on its activities as now conducted.
 - B. The Recipient has the power to enter into and perform its obligations under this Agreement and has been duly authorized to execute and deliver this Agreement.
 - C. This Agreement is the legal, valid and binding obligation of the Recipient, subject to certain exceptions in event of bankruptcy and the application of general principles of equity.
 - D. The Recipient has complied with all procedures, prerequisites and obligations for Project application and approval under the Ohio Revised Code Chapter 164 and Ohio Administrative Code Chapter 164-1.
 - E. The Recipient is not the subject of, or has it initiated any claim or cause of action that would give rise to any liability which would in any way inhibit Recipient's ability to carry out its performance

of this Agreement according to its terms.

- F. Use of Proceeds. With respect to the Project to be financed or reimbursed by moneys granted pursuant to Section II:
 - The total cost of the Project shall not and will not include any cost which does not constitute "Costs of Capital Improvements Projects," as defined in Ohio Revised Code Section 164.01(F);
 - All the Project is owned, or will be owned, by the Recipient or another Tax-Exempt Organization, upon providing prior written notice to the Director.
- G. Sufficiency of Moneys. The Recipient has sufficient moneys in addition to those granted to Recipient pursuant to this Agreement to fund the Project to completion, as its Local Subdivision Contribution.
- H. Construction Contract. If federal funds are included as part of the financing of the non-OPWC portion of the Project, federal law may prevail, including, but not limited to, application of Davis Bacon prevailing wage rates, the Copeland "Anti-Kickback" Act, the Contract Work Hours and Safety Standards Act, and any federal environmental regulations. Recipient is solely responsible for ensuring compliance with federal requirements applicable to its Local Subdivision Contribution. Notwithstanding the above, the following provisions apply to construction contracts under this Agreement:
 - Ohio Preference. The Recipient shall, to the extent practicable, use and shall cause all its Contractors and subcontractors to use Ohio products, materials, services and labor in connection with the Project pursuant to Ohio Revised Code Section 164.05(A)(6);
 - Domestic Steel. The Recipient shall use and cause all its Contractors and subcontractors to comply with domestic steel use requirements pursuant to Ohio Revised Code Section 153.011;
 - Prevailing Wage. The Recipient shall require that all Contractors and subcontractors working on the Project comply with the prevailing wage requirements contained in Ohio Revised Code Sections 164.07(B) and 4115.03 through 4115.16;
 - Equal Employment Opportunity. The Recipient shall require all Contractors to secure a valid Certificate of Compliance;
 - Construction Bonds. In accordance with Ohio Revised Code Section 153.54, et. seq., the Recipient shall require that each of its Contractors furnish a performance and payment bond in an amount at least equal to 100% of its contract price as security for the faithful performance of its contract;
 - Insurance. The Recipient shall require that each of its construction contractors and subcontractors maintain during the life of its contract or subcontract appropriate Workers Compensation Insurance, Commercial General Liability, Public Liability, Property Damage and Vehicle Liability Insurance, and require Professional Liability Insurance for its professional architects and engineers; and
 - 7. Supervision. The Recipient shall provide and maintain competent and adequate Project management covering the supervision and inspection of the development and construction of the Project and bear the responsibility of ensuring that construction conforms to the approved surveys, plans, profiles, cross sections and specifications.

- VIII. PROGRESS REPORTS. The Recipient shall submit to the Director, at the Director's request, summary reports detailing the progress of the Project pursuant to this Agreement and any additional reports containing such information as the Director may reasonably require.
- AUDIT RIGHTS. The Recipient shall, at all reasonable times, provide the Director access to a right to IX. inspect all sites and facilities involved in the Project and access to and a right to examine or audit any and all books, documents and records, financial or otherwise, relating to the Project or to ensure compliance with the provisions of this Agreement. The Recipient shall maintain all such books, documents and records for a period of six years after the termination of this Agreement, and such shall be kept in a common file to facilitate audits and inspections. All disbursements made pursuant to the terms of this Agreement shall be subject to all audit requirements applicable to State funds. The Recipient shall ensure that a copy of any final report of audit prepared in connection with and specific to the Project, regardless of whether the report was prepared during the pendency of the Project or following its completion, is provided to the Director within 10 days of the issuance of the report. The Recipient simultaneously shall provide the Director with its detailed responses to each negative or adverse finding pertaining to the Project and contained in the report. Such responses shall indicate what steps will be taken by the Recipient in remedying or otherwise satisfactorily resolve each problem identified by any such finding. If the Recipient fails to comply with the requirements of this Section or fails to institute steps designated to remedy or otherwise satisfactorily resolve problems identified by negative audit findings, the Director may bar the Recipient from receiving further financial assistance under Ohio Revised Code Chapter 164 until the Recipient so complies or until the Recipient satisfactorily resolves such findings.
- X. GENERAL ASSEMBLY APPROPRIATION. The Recipient acknowledges and agrees that the financial assistance provided under this Agreement is entirely subject to, and contingent upon, the availability of funds appropriated by the General Assembly for the purposes set forth in this Agreement and in Ohio Revised Code Chapter 164. The Recipient further acknowledges and agrees that none of the duties and obligations imposed by this Agreement on the Director shall be binding until the Recipient has complied with all applicable provisions of Ohio Revised Code Chapter 164 and until the Recipient has acquired and committed all funds necessary for the full payment of the Local Subdivision Contribution applicable to the Project.
- XI, THIRD PARTY RIGHTS AND LIABILITY. Nothing in this Agreement shall be construed as conferring any legal rights, privileges, or immunities, or imposing any legal duties or obligations, on any person or persons other that the parties named in this Agreement, whether such rights, privileges, immunities, duties, or obligations be regarded as contractual, equitable, or beneficial in nature as to such other person or persons. Nothing in this Agreement shall be construed as creating any legal relations between the Director and any person performing services or supplying any equipment, materials, good, or supplies of the Project sufficient to impose upon the Director any of the obligations specified in Ohio Revised Code Section 126.30. The Recipient shall be responsible for the Recipient's use or application of the funds being provided by the Director and the Recipient's construction or management of the Project.
- XII. TERMINATION. The Director's and OPWC's obligations under this Agreement shall immediately terminate upon the failure of the Recipient to comply with any of the Agreement's terms or conditions. Upon such termination, the Recipient shall be obligated to return any moneys delivered to the Recipient pursuant to the provisions of this Agreement.
- XIII. GOVERNING LAW. This Agreement shall be interpreted and construed in accordance with the laws of the State. In the event any disputes related to this Agreement are to be resolved in a Court of Law, said Court shall be in the courts of Franklin County, State of Ohio.
- XIV. SEVERABILITY. If any of the provisions or parts of this Agreement are found to be invalid or unenforceable, the remainder of this Agreement and the application of this provision to such other persons or circumstances shall not be affected, but rather shall be enforced to the greatest extent permitted by Law.
- XV, ENTIRE AGREEMENT. This Agreement and its Appendices and Attachments contain the entire understanding between the parties and supersede any prior understandings, agreements, proposals and all

other communications between the parties relating to the subject matter of this Agreement, whether such shall be oral or written.

- XVI. CAPTIONS. Captions contained in this Agreement are included only for convenience of reference and do not define, limit, explain or modify this Agreement or its interpretation, instruction or meanings and are in no way intended to be construed as part of this Agreement.
- XVII. NOTICES. Except as otherwise provided, any required notices shall be in writing and shall be deemed duly given when deposited in the mail, postage prepaid, return receipt requested, by the sending party to the other party at the addresses set forth below or at such other addresses as party may from time to time designate by written notice to the other party.
- XVIII. NO WAIVER. A failure of a party to enforce strictly a provision of this Agreement in no event shall be considered a waiver of any part of such provision. No waiver by a party of any breach or default by the other party shall operate as a waiver of any succeeding breach or other default or breach by such other party. No waiver shall have any effect unless it is specific, irrevocable and in writing.
- XIX. ACCEPTANCE BY RECIPIENT. This Agreement must be signed by the Chief Executive Officer and returned to and received by the Director prior to the acquisition of land and to the disbursement of funds
- XX. ASSIGNMENT. Neither this Agreement or any rights, duties or obligations as described shall be assigned by either party without the prior written consent of the other party.
- XXI. ETHICS/CONFLICT OF INTEREST. The Recipient, by signature on this Agreement, certifies that it has reviewed and understands the Ohio ethics and conflict of interest laws, and will take no action inconsistent with those laws.
- XXII. NON-DISCRIMINATION. Pursuant to Ohio Revised Code Section 125.111 the Recipient agrees that the Recipient and any person acting on behalf of the Recipient shall not discriminate, by reason of race, color, religion, sex, sexual orientation, age, disability, military status, national origin, or ancestry against any citizen of this State in the employment of any person qualified and available to perform the work under this Agreement. The Recipient further agrees that the Recipient any person acting on behalf of the Recipient shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Agreement on account of race, color, religion, sex, sexual orientation, age, disability, military status, national origin, or ancestry.
- XXIII. COMPLIANCE WITH LAW. The Recipient, in expending the funds, agrees to comply with all applicable federal, State and local laws, rules, regulations and ordinances.
- XXIV. FACSIMILE SIGNATURES. This Agreement may be executed in multiple counterparts, each of which may be deemed an original agreement and both of which shall constitute one and the same Agreement. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic signature by either of the parties and the receiving party may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received.

All the above is agreed to and understood by the parties signed below. This Agreement for Project No. DKZ32 is effective as of the date first written above.

RECIPIENT

STATE OF OHIO

Ohio Public Works Commission

Christiane Schmenk, Union County Commissioner

Union County 233 West 6th Street Marysville, OH 43040 Ohio Public Works Commission 65 East State Street, Suite 312 Columbus, OH 43215-4213

Appendix A

Project Completion Schedule, Administration Designation, Description

- 1) Project Schedule. Construction must begin within one year of July 1, 2022 . Construction is scheduled to begin June 1, 2023 with completion by November 1, 2023 . The Recipient may make a written request for an extension of the date to initiate construction, specifying the reasons for the delay and providing new construction start and completion dates. Requests may be approved by the Director providing that the Project can be completed within a reasonable time frame.
- Project Administration Designation. The Project Administration Designation required by Section V.A. of this Agreement is designated by the Recipient as follows:

Christiane Schmenk, Union County Commissioner Andrea Weaver, Union County Auditor

to act as the Chief Executive Officer; to act as the Chief Fiscal Officer; and to act as the Project Manager.

 Project Location & Description. The Project, for which the provision of financial assistance is the subject of this Agreement, is hereby described as follows:

Location:

The project is located in York Township on CR222, section D (Yearsley Road) at mile marker 3.57. The approximate project limits along Yearsley Road will be from SLM 3.40 to SLM 3.77, or about 1950 ft. The structure is located 1700 feet south of the intersection with State Route 31, and spans Bokes Creek.

Description:

The scope of work for the project involves the replacement of the existing 3-span, concrete and steel bridge with a new multi-span structure supported on new reinforced concrete abutments and deep foundations, as well as a raised roadway grade-profile to lessen the roadway flooding frequency.

Appendix B

Local Subdivision Contribution, Disbursement Ratio, Project Financing and Expenses Scheme

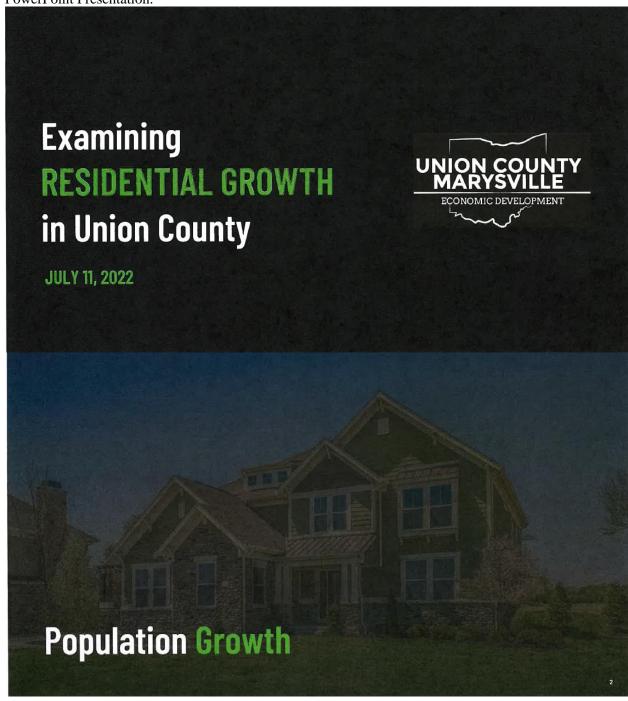
- OPWC/Local Subdivision Participation Percentages: For the sole and express purpose of financing/reimbursing
 costs of the Project, the estimated costs of which are set forth and described below, the Recipient hereby
 designates its Local Subdivision Percentage Contribution as amounting to a minimum total value of 67.9% of the
 total Project Cost. The OPWC Participation Percentage shall be 32.1% not to exceed \$ 500,000.
- Project Financing and Expenses Scheme: The Recipient further designates the Project's estimated financial resources and estimated costs certified to the OPWC under this Agreement for the Project to consist of the following components:

a)	Engineering	
b)	Construction Administration	
c)	Right-of-Way	
d)	Construction	1,485,00
e)	Permits, Advertising, Legal	
f)	Construction Contingencies	75,000
Total:	Estimated Costs	1,560,00
Projec a)		
		1,000,10
	Local Resources In-kind/Force Account Local Revenues	
	Local Resources In-kind/Force Account Local Revenues Public Revenue – ODOT/FHWA	
	Local Resources In-kind/Force Account Local Revenues	1,000,00
	Local Resources In-kind/Force Account Local Revenues Public Revenue – ODOT/FHWA Public Revenue – OEPA/OWDA	1,090,04
	Local Resources In-kind/Force Account Local Revenues Public Revenue — ODOT/FHWA Public Revenue — OEPA/OWDA Public Revenue — Other	1,000,00

* * *

*Economic Development Director Eric Phillips provided the following updates:

• PowerPoint Presentation:



Union County Population Growth (Census)

Year Pop.

% Change from previous period

2021: 64,971

20-21:

3.5%

2020:

62,784

10-20:

20.1%

2010:

52,300

00-10:

27.8%

2000: 40,909

58.7%

Growth 2000 through 2021

City of Marysville Population Growth (Census)

Year

Pop.

% Change

2021:

26,223

2

20-21:

3.6%

2020:

25,324

10-20:

14.6%

2010:

22,094

Z

00-10:

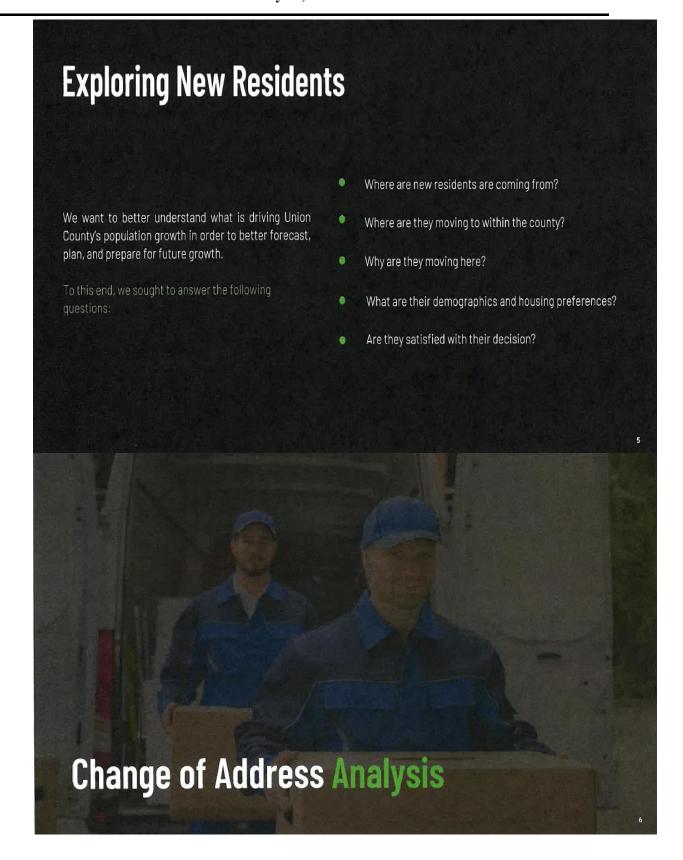
38.5%

64.5%

Growth 2000 through 2021

2000: 1

15,942

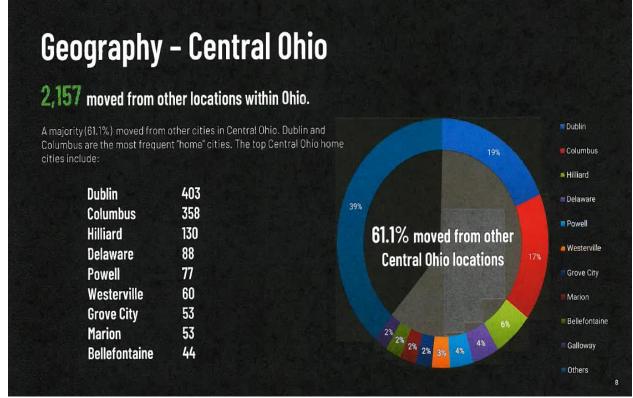


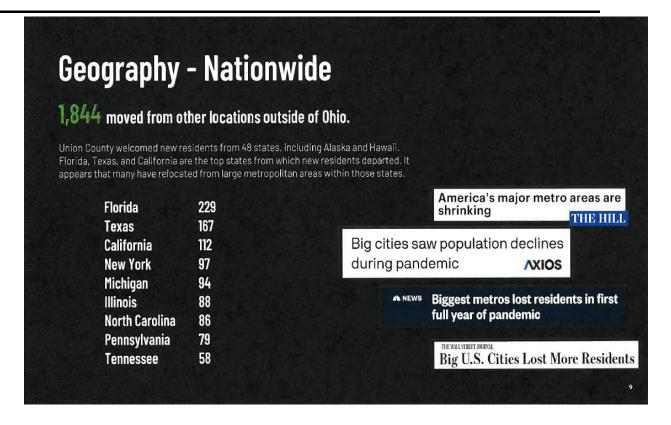


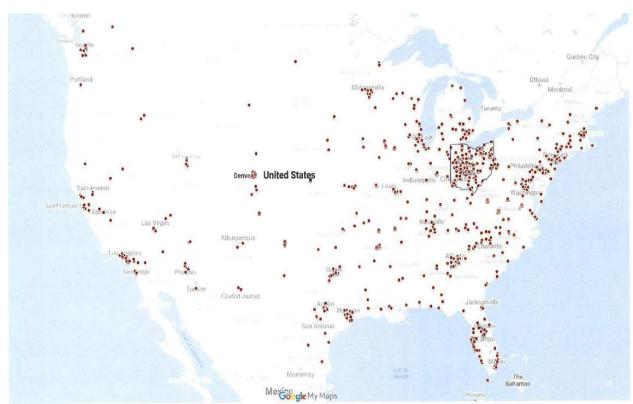
We secured a database of USPS Change of Address Forms that had been filed within the previous two years. The database included the name of filers, their previous address, and new address.

6,422 forms filed 4,001 moved into Union County









Union County Destinations

Nearly 60% of new residents chose Marysville. Plain City/Jerome is the second-most popular destination. While analyzing the data, we discovered that many addresses identified as Plain City are within Jerome Township, and/or Jerome Village.

Marysville	Plain City/Jerome	Richwood	Dublin	Milford Center	Other/Unincorp.
			3%		
2,337	890	260	117	70	327

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Intra-County Destinations

2,421 moved from one location within Union County to another.

The data also included existing Union County residents who moved to other locations within the county (intra-county). There were 2,421 intra-county moves. These residents often chose unincorporated areas as their preferred new location, followed by Marysville, Richwood, and Plain City/Jerome.

1,110	45.8%
998	41.2%
128	5.3%
110	4.5%
40	1.6%
35	1.5%
	998 128 110 40

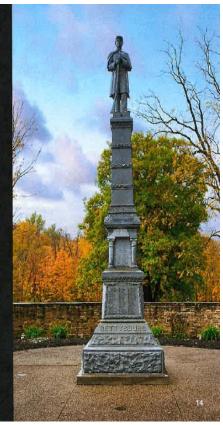


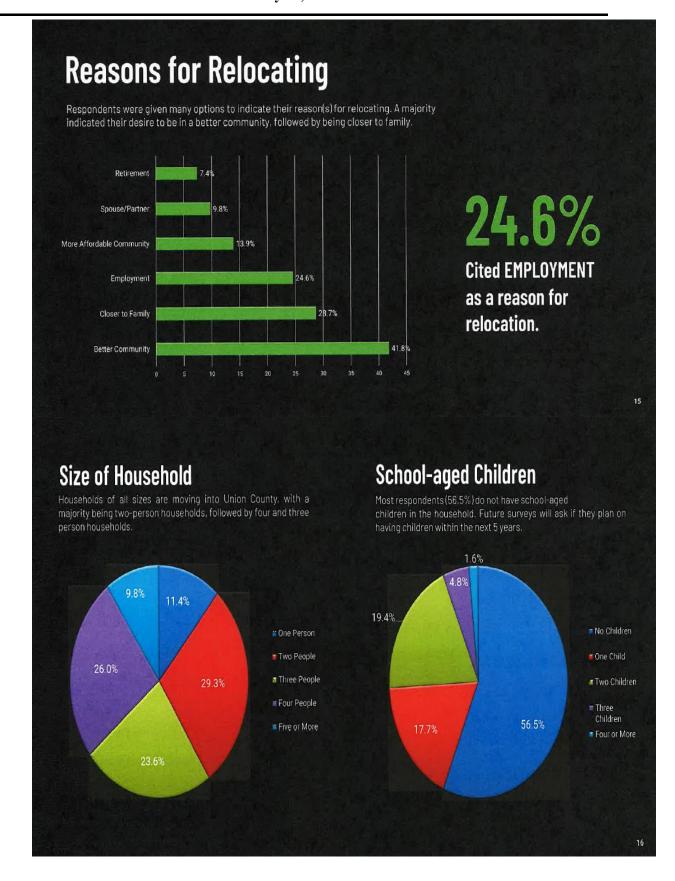
New Resident Survey

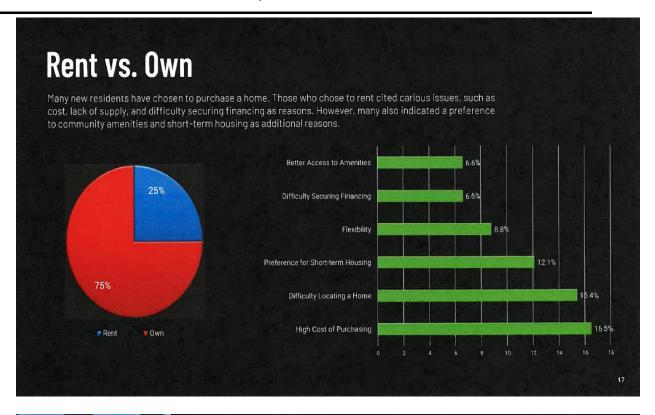
- The New Resident Survey was released in May 2022 to better understand what is driving Union County's residential growth.
- It was distributed to residential developers, apartment communities, and shared via media and social media to enlist the participation of new residents.
- As an open-ended survey, the first analysis occurred in June, with future analyses set to occur quarterly.

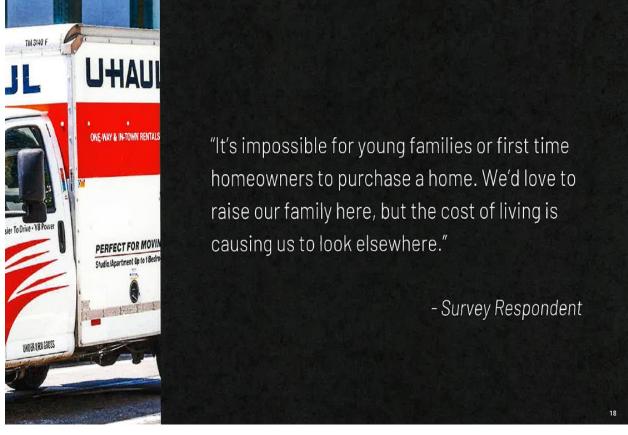
130 responses as of June 15, 2022

 Of total responses, 41.5% indicated Marysville; 43.9% Jerome Township; 12.2% Plain City; 1.6% Other; and 0.8% Richwood.









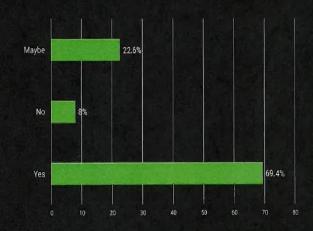


"A lion share of the people moving in are from Honda although I have a couple who are moving here to get away from Columbus."

- Apartment Community Manager

Community Satisfaction

Overall, those who moved to Union County are satisfied with their decision and would recommend Union County to others. The survey also allowed respondents to input suggestions for improvements, the highlights of which are below:



Needed Improvements

- More shopping & entertainment options
- More parks and trails
- More activities for children/families

Areas of Concern

- · Impacts of growth on traffic
- · Preservation of open space
- · High cost/quality of water
- Limited recycling options
- Lack of communication between gov't and residents

...



"Moving to Union County has been a good experience!"

"Overall, I am very happy with Union County and Jerome Township."

- Survey Respondents

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Survey Notes

- While the survey was launched in May, it remains open on an on-going basis and will be reviewed at least quarterly.
- Upon the initial review of the survey data, there were a few items that needed clarification. We made a few changes to the survey instrument, which are not covered in this analysis.
- · Edits include:
 - 1. The year respondents moved to Union County
 - 2. Clarified location options to clear up Jerome Twp., Jerome Village, and Plain City confusion
 - 3. Asked respondents age, or the age of the head of household
 - 4. Asked respondents if they anticipate having school-aged children within next 5-years
- It has also been suggested that we purchase data examining out-migration in order to determine where individuals are moving upon leaving Union County. We have purchased this data and will begin analysis in mid-July.

Final Points

- The information gleaned from the survey verify that our assumptions about the local housing market are correct:
 - · Community assets and employment are attracting new residents from around the nation
 - · Demand for all housing types remains very high
 - · Affordability of housing is a significant concern among new residents
 - · Multi-family development is being driven, in part, due to the lack (or affordability) of single-family homes
 - A majority (56%) of new households do not have school-aged children
 - Demand for new or enhanced community amenities, which is funded by tax revenue, is growing

Previously Known:

- Forecasts indicate Central Ohio and Union Co. will continue to grow rapidly during the next 10+ years
- BIA and MORPC have both indicated a local and regional housing deficit
 - The deficit is posing long-term economic and quality of life issues
- There are 3,490 available jobs within 10-miles of Marysville; 9,812 within 20-miles
 - · Employers are increasingly concerned about labor supply issues
- Supply of available housing is down to only 7.2 months
- YoY 28% increase in new home list price in Marysville \$424,771
- Each new apartment community (Woodside, Marysville Flats, Cook's Pointe, Kenmore Place) have waiting lists

Thank you.

Questions?

UNION COUNTY
MARYSVILLE

ECONOMIC DEVELOPMENT

- Mr. Phillips stated that Union County is the second fastest growing county in the state.
- Commissioner Burke stated that only ten counties in Ohio had positive growth.
- Jason Stanford's last day with his office is tomorrow. He will be going to work for Plain City.
- Mr. Phillips has been working on the Automotive & Mobility Innovation Center (AMIC). They
 have gotten construction estimates which are overbudget at \$1.1 million. They have applied for
 state money and are waiting for the port authority to commit funds. There is a shortfall of

2

UNION COUNTY COMMISSIONERS JOURNAL 2022 July 20, 2022

\$560,000 and they are requesting the city and county cover that. The city is going to their work session soon, but there will be a shortfall of construction expenses way out of sync of where they were. They have a 20 year lease which is a partnership with Ohio State. They could consider leaving half the building unfinished and finishing a small section or doing a two thirds build out and leasing out some of the space to someone else. That will be difficult to do if they do not complete the entire space. They can try to get capital funding Construction expenses are not going down, but if they get the \$1.1 million, they can get most of the building finished.

- Commissioners Schmenk and Robinson asked for additional information.
- Mr. Phillips stated that a number of concerns have been raised with regard to upgrading economic development incentives. He stated that he would be willing to do that, but thinks they need to have a meeting with the county, municipalities and townships. The marketplace is very competitive and while people are saying to bring Intel here, there would be a bigger housing need and more traffic. They would have to do incentives. Other communities offer 100%. He would like the commissioners' input on growth, development and incentives.
- Commissioners Robinson and Schmenk stated that they are in favor of that.
- Mr. Phillips stated that he has been looking for funding assistance and economic development strategy. Right now, they have a company who is looking to expand and they are requesting incentives. There are tax abatement teams who send out emails and they discuss what their incentive policies say and their recommendations. His office always tells companies they will not go above 75% for ten years. There is a lot more money generated during tax abatements. It is very unique in Ohio and requires partnerships with school districts.
- Commissioner Burke stated that the original incentive policy 20 years ago is the first thing they did to attract business. Other communities' needs are different so globalizing that impact seems to be a different conversation. His fear is that if they take the whole document and move it, they will end up disincentivizing districts. He is concerned about a base agreement because so much work was put into the original plan and this county is so diverse. Impacted parties could be accommodated through sub agreements.
- Mr. Phillips stated that the pressures are in Marysville and Jerome Township. Union County is at a competitive disadvantage when it comes to tax incentives because they are conservative in what they offer. Seventy five percent for ten years is the best they can do. There are no surety bonds, but they can do claw backs.

* * *

*As there was no further business before the Board, Commissioner Steve Robinson adjourned the meeting at 10:46 a.m.

UNION COUNTY COMMISSIONERS JOURNAL 2022 July 20, 2022

The Proceeding Minutes were Read and Approved July 27, 2022.	
	Steve Robinson Commissioner
	Dave Burke Commissioner
	Christiane Schmenk
	Commissioner
Sara Early, Clerk to the Board	

UNION COUNTY COMMISSIONERS JOURNAL 2022 July 27, 2022

The Union County Commissioners met in regular session this 27th day of July, 2022 with the following members present:

Steve Robinson, President
Dave Burke, Vice President
Christiane Schmenk, Commissioner
Bill Narducci, County Administrator
Letitia Rayl, Assistant County Administrator/Budget Officer
Sara Early, Clerk to the Board

* * *

*Commissioner Steve Robinson called the meeting to order at 8:33 a.m.

* * *

*Thayne Gray, Assistant Prosecuting Attorney and Mike Williamson, Marysville Journal Tribune were in attendance.

* * *

*Tom Stephens, Union County Daily Digital and iPad(3) were in attendance remotely.

* * *

*First Order of Business: Commissioner Robinson stated A Resolution Approving A Housing Revolving Loan Fund Administration Agreement is stricken from today's agenda.

* * *

*Old Business:

*Tornado Siren/Fire Tone Fiber Project – Sheriff:

County Administrator Narducci stated that Wade Branstiter is working on the specs and they have had discussions about the potential necessity of bid requirements.

Assistant Prosecutor Gray stated that they may not need to bid this project. The issue is whether or not these lines would be part of the telephone system for the 9-1-1 center. These lines are only used to alert the signals and never voice, so the question is whether or not alert signals constitute data and is it part of the telephone system. If this falls under the statute of the 9-1-1 system, the project is not subject to public bidding requirements. Mr. Gray stated that he will gather more information to present to the board.

Mr. Narducci stated that under the current scope, presumably all of the fiber would not be for 9-1-1.

Mr. Gray stated that he had not thought about that aspect.

*Joint Recreation Board – Playground Equipment Funding:

Mr. Narducci stated he is not aware of any new information.

UNION COUNTY COMMISSIONERS JOURNAL 2022 July 27, 2022

Commissioner Burke stated that Dave Raymond did try to call him last week and he will be following up with him.

k * *

RESOLUTION NO. 22-261:

Approve the Minutes from the July 20, 2022 Meeting-Commissioners

The Board of Union County Commissioners approves the minutes from the July 20, 2022 meeting.

A motion was made by Christiane Schmenk and seconded by Dave Burke to approve this Resolution and was carried by the following vote:

Steve Robinson, Yea
Dave Burke, Yea
Christiane Schmenk, Yea

* * *

RESOLUTION NO. 22-262:

Approve the Private Sale of Sheriff's Deputy Duty Weapon, for the Purpose of Retirement, to the Union County Fraternal Order of Police Lodge #171

The Board determines that pursuant to the authority set forth in ORC Section 307.12(B) that it shall sell, at a private sale, a Sheriff's Deputy Duty Weapon, which is a Glock Model 17 with Serial Number XFX746, which is nine (9) years old, for the purpose of retirement, to the Union County Fraternal Order of Police Lodge #171.

BOARD OF COUNTY COMMISSIONERS UNION COUNTY, OHIO

Resolution No. 22-262

•	RESOL	TITE	TAXAL	
~	KESUL	-	IOIN.	

The Board of County Commission	oners of Union Coun	ty, Ohio, met	in regular ses	sion on the
27 day of July	, 2022, at its office	es at 233 West	t Sixth Street,	Marysville
Ohio 43040, with the following m	embers present:			

Steve Robinson Christiane Schmenk
Dave Burke
Christiane Schmenk
moved to adopt the following resolution:

WHEREAS:

- A. The Board of County Commissioners, Union County, Ohio (hereinafter referred to as the "Board") finds that it has personal property acquired for the use of the Union County Sheriff's Office, specifically a Sheriff's Deputy Duty Weapon, which is a Glock Model 17 with Serial Number XFX746, which is nine (9) years old.
- B. The Board finds the item detailed above is not needed for public use; and
 C. The Board also finds that the item has a combined total fair market value, in the
- C. The Board also finds that the item has a combined total fair market value, in the opinion of the Board, of less than two thousand five hundred dollars and;
- D. Finally, the Board finds that Section 307.12(B) of the Ohio Revised Code permits the Board to sell the property at a private sale without advertising or public notification.

Now, therefore, be it resolved by the Board of County Commissioners of Union County, Ohio that:

The Board determines that pursuant to the authority set forth in Ohio Revised Code Section 307.12(B) that it shall sell at a private sale a Sheriff's Deputy Duty Weapon, which is a Glock Model 17 with Serial Number XFX746, which is nine (9) years old, for the purpose of retirement, to the Union County Fraternal Order of Police Lodge # 171.

Dave Burke question of its adoption. The vote was	seconded the motion, and the roll vote was called on the
question of its adoption.	· · · · · · · · · · · · · · · · · · ·
Name:	Vote: (Insert Yes, No, or Abstain)
the Delin	Yes
(Name of board member)	
Christiere Schnal	Yes
(Name of board member)	
5	Yes
(Name of board member)	
Motion Adopted/Denied:	
fter Wolnie	Date: 7-27-2022
Board Chairperson	
Sara Early	
Clerk to the Board of Commissioners	

Union County She				
Duty Weapon Pu	rchase			1
7/31/2022				
Deputy	Model#	Serial#	Date Received	Purchase Price
Matt Warden	PG17507 / PG22507 (GEN 4)	XFX746	5/6/2014	\$ 409.0
			Year 1	\$ 40.9
			Year 2	\$ 40.9
			Year 3	\$ 40.9
			Year 4	\$ 40.9
			Year 5	\$ 40.9
			Year 6	\$ 40.9
			Year 7	\$ 40.9
			Year 8	\$ 40.9
			Year 9	\$ 9.7
		Total I	Depreciation	\$ 336.9
		Cost After	 Depreciation	\$ 72.0
5/6/2014	5/5/2015	12 Months	\$ 40.90	Year 1
5/6/2015	5/5/2016	12 Months	\$ 40.90	Year 2
5/6/2016	5/5/2017	12 Months	\$ 40.90	Year 3
5/6/2017	5/5/2018	12 Months	\$ 40.90	Year 4
5/6/2018	5/5/2019	12 Months	\$ 40.90	Year 5
5/6/2019	5/5/2020	12 Months	\$ 40.90	Year 6
5/6/2020	5/5/2021	12 Months	\$ 40.90	
5/6/2021	5/5/2022	12 Months	\$ 40.90	
5/6/2022	7/31/2022	87 Days	\$ 9.74	Year 9
5/6/2022 to 7/31/	2022 = 87 days			



Accountability
ntegrity Dedication

Union County Commissioners 233 W. Sixth St. Marysville, Ohio 43040

July 21, 2022

Dear Commissioners,

On July 29, 2022, Lieutenant Matt Warden will retire from the Sheriff's Office after faithfully serving the Union County community for the past thirty-two years. The Local Fraternal Order of Police (FOP) Lodge #171 has requested permission to purchase Lieutenant Warden's duty weapon, a Glock Model 17, so it can be presented to him in recognition of his law enforcement service. We have calculated the value of the duty weapon, based on standard depreciation, and believe the weapon is worth \$72.06. This is the amount the FOP Lodge will reimburse Union County for this weapon.

Attached to this letter is a draft resolution for your consideration. Thank you for considering this request. If you have any questions, please feel free to contact me at (937)-645-4125.

Respectfully

Malcum J. Patton

Sheriff

221 WEST FIFTH STREET . MARYSVILLE, OHIO 43040

Emergency 9-1-1 • Non Emergency (937) 645-4100 • Sheriff and Administration (937) 645-4102 Fax (937) 645-4170 Investigations (937) 645-4101 • Court Services (937) 645-4103 Fax (937) 645-4171 • Toll Free 800-258-8278 In County Use Only

A motion was made by Christiane Schmenk and seconded by Dave Burke to approve this Resolution and was carried by the following vote:

Steve Robinson, Yea Dave Burke, Yea Christiane Schmenk, Yea

RESOLUTION NO. 22-263:

<u>Agreement for Title IV-E Agencies and Providers for the Provision of Child Placement – Union</u> County Department of Job and Family Services – Oesterlen Services for Youth, Inc.

The Board of Union County Commissioners approves the Agreement for Title IV-E Agencies and Providers for the Provision of Child Placement – Union County Department of Job and Family Services – Oesterlen Services for Youth, Inc. Executed Contract is on file in the Union County Commissioners Office.

A motion was made by Dave Burke and seconded by Christiane Schmenk to approve this Resolution and was carried by the following vote:

Steve Robinson, Yea Dave Burke, Yea Christiane Schmenk, Yea

* * *

RESOLUTION NO. 22-264:

<u>Agreement for Title IV-E Agencies and Providers for the Provision of Child Placement – Union</u> County Department of Job and Family Services – The Village Network

The Board of Union County Commissioners approves the Agreement for Title IV-E Agencies and Providers for the Provision of Child Placement – Union County Department of Job and Family Services – The Village Network. Executed Contract is on file in the Union County Commissioners Office.

A motion was made by Dave Burke and seconded by Christiane Schmenk to approve this Resolution and was carried by the following vote:

Steve Robinson, Yea
Dave Burke, Yea
Christiane Schmenk, Yea

* * *

RESOLUTION NO. 22-265:

Agreement for Title IV-E Agencies and Providers for the Provision of Child Placement – Union County Department of Job and Family Services – Buckeye Ranch, Inc.

The Board of Union County Commissioners approves the Agreement for Title IV-E Agencies and Providers for the Provision of Child Placement – Union County Department of Job and Family Services – Buckeye Ranch, Inc. Executed Contract is on file in the Union County Commissioners Office.

A motion was made by Christiane Schmenk and seconded by Dave Burke to approve this Resolution and was carried by the following vote:

Steve Robinson, Yea Dave Burke, Yea Christiane Schmenk, Yea

* * *

RESOLUTION NO. 22-266:

<u>Agreement for Title IV-E Agencies and Providers for the Provision of Child Placement – Union County Department of Job and Family Services – ENA, Inc. DBA Necco Center</u>

The Board of Union County Commissioners approves the Agreement for Title IV-E Agencies and Providers for the Provision of Child Placement – Union County Department of Job and Family Services – ENA, Inc. DBA Necco Center. Executed Contract is on file in the Union County Commissioners Office.

A motion was made by Steve Robinson and seconded by Christiane Schmenk to approve this Resolution and was carried by the following vote:

Steve Robinson, Yea Dave Burke, Yea Christiane Schmenk, Yea

* * *

RESOLUTION NO. 22-267:

Mitchell Highlands Section 4 Performance Bond – Engineer

The Board does hereby approve the Mitchell Highlands Section 4 Performance Bond.



County Engineer Environmental Engineer Building Department 233 W. Sixth Street

253 w. 51xth street Marysville, Ohio 43040 P 937, 645, 3018 F 937, 645, 3161 www.unioncountyohio.gov/engineer

g Department Marysville, Ohio 43040

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

Marysville Operations Facility

Richwood Outpost 190 Beatty Avenue Richwood, Ohio 43344

Public Service with integrity

July 22, 2022

To: Union County Commissioners

From: Luke Sutton, Union County Engineer's Office

Re: Mitchell Highlands - Section 4 Performance 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. PB00209600451 from Philadelphia Insurance Companies, dated July 21, 2022.

This bond is hereby submitted for your approval, as guarantee for the installation of the remainder of construction improvements for the referenced portion of this subdivision.

Attest

Union County Prosecuting Attorney
Thayne D.

Digitally signed by Thayee D. Gay, an Union
County Prosecutor's Office,

Gray cum Analytem & Prosecuting Attorn email-trysyfica union ohus, c-

Signature Thayne D. Gray, Asst. Pros. Atty. July 22, 2022 Date



BOND # PB00209600451

SUBDIVISION BOND

KNOW ALL MEN BY THESE PRESENTS: That <u>Rockford Homes, Inc.</u>, as Principal (hereinafter called the Principal) and Philadelphia Indemnity Insurance Company, a corporation organized and existing under the laws of the State of Pennsylvania and authorized to transact surety business in the State of <u>Ohio</u>, as Surety (hereinafter called the Surety) are held and firmly bound to <u>Board of Union County Commissioners</u> (hereinafter called the Obligee) in the Penal Sum of <u>Seven Hundred Thirty Nine Thousand Sixty Eight and 98/100</u> Dollars (\$739,068.98) for the payment whereof, well and truly to be made, said Principal and Surety bind themselves, their heirs, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THE OBLIGATION IS SUCH THAT: The above named Principal has entered into an agreement, dated ______, with the Obligee to do and perform Work, to wit:

Mitchell Highlands Section 4

WHEREAS: If the above-bounden Principal shall well and truly perform the work referred to in such agreement, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER: That this bond is subject to the following conditions:

- The Penal Sum amount of this Bond shall not increase, absent Surety's written
 consent, regardless of any changes, alterations, or modifications to the underlying
 documents. The aggregate liability of the surety is limited to the penal sum stated
 herein regardless of the number or amount of claims brought against this bond and
 regardless of the number of years this bond remains in force.
- In no event shall the Surety be liable for fines, penalties, liquidated damages, or forfeitures assessed against the Principal.
- No claim, action, suit or proceeding, except as hereinafter set forth, shall be had or maintained against the Surety on this instrument unless same be brought or instituted upon the Surety within one (1) year from Principal default or termination.
- No right of action shall accrue on this bond to or for the use of any person or corporation other than the Obligee named herein or the heirs, executors, administrator or successors of Obligee.
 - If any conflict or inconsistency exists between the Surety's obligations or undertakings as described in this bond and as described in any underlying documents, then the terms of this bond shall prevail.

IN WITNESS WHEREOF, the seal and signature of said Principal is hereto affixed and the corporate seal and the name of the said Surety is hereto affixed and attested by its duly authorized Attorney in Fact this 21st day of July, 2022.

PRINCIPAL:

Rockford Homes, Inc.

Coren Thener Kans VTLand (print name & title)

SURETY:

Philadelphia Indemnity Insurance Company

Denise Nelson, Attorney-in-Fact

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 Common wealth of Pennsylvania, does hereby constitute and appoint Michael Ward, Michael James, Denige Nelson, Dehorah L. Williams, Stephanic McCoulliers, Julicann Johnston, and Shelkey M. Kuhu of Huntington Insurance. Inc., its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, underskings, 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 scaled by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED:

That the Board of Directors hereby authorizes the President or any Vice President of the Company; (1) Appoint Attorney(a) 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,

FURTHER

RESOLVED:

That the signatures of such officers and the seal of the Compuny 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 SEALTO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF MARCH, 2021.

(Seal)

On this 5th day of March, 2021 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that be 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 Conspany; that the said Corporate Seal and his signature were duly affixed.

Commismenth of Pennsylvenia - Notary Seel Visiteoria Michandia, Notary Public Montgomery County My commission expires November 3, 2024 Commission number 1368394

Notary Public:

Vanesas McKenzie

residing at:

Bala Cynwyd, PA

My commission expires:

November 3, 2024

I, Edward Snyago, 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 5th day March, 2021 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 duty elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this

July

Edward Sayago, Corporate Socretary

PHILADELPHIA INDEMNITY INSURANCE COMPANY

A motion was made by Dave Burke and seconded by Christiane Schmenk to approve this Resolution and was carried by the following vote:

> Steve Robinson, Yea Dave Burke, Yea Christiane Schmenk, Yea

RESOLUTION NO. 22-268:

Developer's Agreement – Gardenia Drive, Phase 3 – Engineer

The Board does hereby approve the following Developer's Agreement – Gardenia Drive, Phase 3.

DEVELOPER'S AGREEMENT GARDENIA DRIVE, PHASE 3

This DEVELOPER'S AGREEMENT (the "Agreement") made and entered into this 27th day of July, 2022, at Marysville, Ohio by and between the Jerome Village Community Authority (the "Authority"), a community authority organized under the provisions of Ohio Revised Code Chapter 349, with an office located at Jerome Village Community Authority c/o Nationwide Realty Investors, Ltd., 375 North Front Street, Suite 200, Columbus, Ohio 43215.and the Board of Commissioners of Union County, Ohio, (the "County"), with an office located at Union County Board of Commissioners, 233 West 6th Street, Marysville, Ohio 43040.

WITNESSETH:

WHEREAS, the Authority is presently engaged in the improvement of certain lands in Jerome Township, Union County, Ohio and is desirous of constructing public streets, curbs and gutter, open ditches, storm sewers, catch basins, manholes and related public facilities known as Gardenia Drive, Phase 3 now being developed by the Authority (the "Project"), and

[WHEREAS, the Union County Engineer and the Authority have entered into an agreement entitled "Construction Inspection Reimbursement Agreement" for the Gardenia Drive, Phase 3 (the "Reimbursement Agreement") which provides for a 3rd party consultant to provide construction inspection services in accordance with the scope of the Reimbursement Agreement.

WHEREAS, the parties hereto desire to effectuate an Agreement providing for the construction and maintenance of the public streets, curbs, open ditches, storm sewers, catch basins, manholes and related public facilities (collectively, the "Improvements") within the approved construction documents titled, "Street, Storm & Water Improvement Plans for Jerome Village Gardenia Drive, Phase 3", dated May, 2022 subject to certain terms and conditions as hereinafter set forth,

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained and set forth, it is mutually agreed as follows:

 The Authority agrees to furnish and install all necessary Improvements shown in the construction documents. All permanent and temporary easements necessary for the construction shall be acquired by the Authority.

- The Authority has paid to the Union County Engineer the sum of \$3,599.60 to cover plan review costs.
- The Authority shall assume all costs in connection with the construction of the Improvements including: engineering, testing, furnishing all labor, material and equipment, and the cost of inspections.
- 4. The Authority will require each contractor involved in the construction of the public facilities to submit proof of Liability Insurance (including bodily injury) to the Authority and the Union County Engineer, which liability insurance must be in an amount of at least \$500,000 per occurrence and \$1,000,000 in aggregate with a loss deductible not to exceed \$10,000, prior to working on the project site.
- 5. The Authority shall provide for all material or construction testing which may be required by the Union County Engineer. All testing required shall be completed and the material or construction deemed acceptable by the Union County Engineer before the Authority requests approval of the public facilities by the Union County Engineer. In communications with the Authority, the County and the Union County Engineer shall respond in a timely manner and approvals of the County or the Union County Engineer will not be unreasonably withheld, conditioned or delayed.
- 6. Prior to the final inspection approval of the Improvements by the Union County Engineer or their representative, the Authority shall furnish a statement of actual cost to the Union County Engineer, itemizing the total cost of the Improvements constructed under this Agreement. The costs shall include construction and testing costs.
- 7. The Authority shall repair, replace or correct any improvements, which have proved faulty or been improperly installed during the Maintenance Period. The length of the Maintenance Period shall be established in accordance with Section 330 of the Union County Subdivision Regulations. Following the expiration of the Maintenance Period, the County shall accept all maintenance responsibility for such Improvements constructed under this Agreement, with the exceptions noted in this Agreement.
- 8. Upon completion of the Improvements, the Developer shall deposit a guarantee bond, amounting to a minimum of twenty percent (20%) of the actual total cost of the Improvements as a guarantee that all equipment and materials were properly installed and that the Improvements will perform satisfactorily during the Maintenance Period.
- Snow removal, mowing, and other maintenance tasks are the responsibility of the Authority during the Maintenance Period. The County or Township may perform such tasks if requested by the Authority. The Authority shall pay the actual costs for the County or Township to provide such services.

- 10. Upon completion by the Authority of all the Improvements to be constructed under this Agreement and upon final inspection approval of those Improvements by the Union County Engineer or their representative, the Authority shall dedicate to Union County, or to public use, the applicable public facilities, rights-of-way and easements constructed, created or acquired for the Improvements.
- 11. The Authority shall pursue, through the County, and in cooperation with Union Soil & Water Conservation District, the ditch petition process placing all applicable storm sewers, retention/detention basins, outlets, and ditches on public maintenance. Maintenance of such facilities will be performed by the Union Soil & Water Conservation District, with funds made available by the petition process. All necessary easements will be dedicated by the Authority to allow access for maintenance to occur. This process shall be completed before the Final Plat can be filed. Specific improvements to the existing ditches may be required and must be performed by the Authority, at the direction of the Union County Engineer and/or Union Soil & Water Conservation District, as part of this project, and prior to the Maintenance Period.
- 12. After approval of the Improvements by the Union County Engineer and after dedication of the Improvements by the Authority, the Union County Commissioners will begin levying Ditch Maintenance assessments to cover direct and indirect maintenance costs associated with the collection and control of storm water. The assessments may be revised from time to time, as allowed by the Ohio Revised Code.
- 13. Intentionally Deleted.
- 14. Prior to the date of final inspection approval of the Improvements by the Union County Engineer or their representative, the Authority shall furnish the Union County Engineer with a complete set of reproducible mylar and digital drawings revised as constructed ("As-Built"). Final inspection approval of the Improvements will not be issued until the As-Built drawings have been delivered to the Union County Engineer. All As-Built information shall be shown in red ink and each sheet of the drawings shall be marked "As-Built" in red ink.
- 15. The Authority agrees to obtain and comply with all Ohio EPA NPDES Construction General Permit requirements as applicable and maintain stormwater records/plans as required by Ohio EPA. Permit shall be submitted to the Union County Engineer prior to construction, if applicable.
- 16. The Authority agrees to obtain and comply with all Army Corp of Engineers requirements, if applicable, regarding the preservation of or permissible work on existing jurisdictional waters of the U.S. (streams and wetlands) on the property. The Authority shall obtain 404

permit (if necessary) and submit to Union County Engineer prior to the commencement of construction.

- All work shall be completed by December 1, 2022.
- 18. The specified haul route for all construction equipment, construction-related traffic and deliveries to the subdivision shall be as follows:

From North:

Southwest on US-42, then South on Ravenhill Pkwy, then East on Ewing Drive to the construction site

From South:

US Route 33, then southwest/left onto US Route 42
US Route 42, then southeast/left onto Industrial Parkway (CR-1)
Industrial Parkway (CR-1), then northeast/left onto Brock Road (CR-16)
Brock Road (CR-16), then north/left onto Hyland-Croy Road (CR-2)
Thence North onto Hyland-Croy Road (CR-2) then
West on Gardenia Drive to the construction site

- 19. The Authority agrees to abide by this haul route and will require all contractors, subcontractors and suppliers to abide by this route. Failure to comply with the specified haul route may result in a stop work order being issued by the Union County Engineer. The Authority will also be responsible for any and all costs associated with pavement repairs on roads that are damaged by construction equipment if the specified haul route is not used. Repairs must be made and paid for by the Authority before the Improvements will be placed on the public maintenance period.
- 20. Any damage to County and Township roads shown to be caused to the pavement as a result of construction traffic associated with the Improvements shall be repaired to the satisfaction of the Union County Engineer at the contractor's expense.
- 21. The Authority is hereby granted one temporary construction driveway and culvert (if necessary), to be located at or near the proposed permanent entrances to the Project. The drive and culvert (if necessary) are to be installed at the commencement of construction. This is the sole entrance to the project site for all construction equipment, construction-related traffic and deliveries. Upon completion and opening of permanent entrance, the temporary construction entrance is to be removed and restored. No other access points are permitted. Failure to comply with this requirement may result in revocation of the

temporary driveway permit. All existing access points to County roadways, including private drives, shall be maintained and provided access at all times. Should an access point need to be closed temporarily during construction, a secondary access shall be provided.

- 22. Intentionally Deleted.
- 23. Intentionally Deleted.
- Any roadway lighting (excluding any round-about lighting) shall operate and be maintained under the jurisdiction of Union County.
- 25. Union County will not be responsible for the routine maintenance of landscaped features within the dedicated rights-of-way, including but not limited to: decorative columns or other entry features, lighting other than for the purpose of any roadway illumination (excluding any round-about lighting), retaining walls, fences, plantings other than turf grass, mulched areas, bushes, trees, irrigation systems, etc. Should Union County determine that the landscaping is not being maintained by the Authority at a reasonable level to protect the safety, convenience and welfare of the public, Union County has the right to remove any and all landscaping within the rights-of-way.
- 26. The County and the Authority each acknowledge and agree that any obligation of the Authority created by or arising out of this Agreement or under any contract for the construction of the Improvements which requires the expenditure of funds:
 - Shall never constitute a general obligation, debt or bonded indebtedness, or a pledge of the general credit, of the Authority, but
 - 2. Shall be payable solely out of:
 - a. with respect to the construction of the Improvements, the proceeds of Authority bonds issued to pay for those Improvements or the proceeds from surety bonds obtained by the Authority from contractors for the Improvements, and
 - b. with respect to the maintenance of the Improvements during the Maintenance Period or any other obligation of the Authority under this Agreement requiring the expenditure of funds, the proceeds from surety bonds obtained by the Authority from contractors for the Improvements, contributions for maintenance expenses from third parties, and proceeds of any Authority charges or other funds of the Authority made available for such purpose as determined by the Authority. The Authority will use its best efforts to cause its Board of Trustees to take such further action as may be necessary to appropriate funds of the Authority to pay any obligation of the Authority under this Agreement requiring the expenditure of funds.

This Agreement shall be binding upon the heirs, executor, successors and assigns of all parties hereto. Signatures to be set forth on Page 7 of this Agreement.

IN WITNESS THEREOF, the parties hereto have set their hands the date above mentioned.

Authority:

Jerome Village Community Authority

Signature

Paula Sloan

Vice Chair

Jerome Village Community Authority

Board of Commissioners Union County, Ohio

Signature

Christiane Schmenk

7/27/22

7/27/22

Signature

Date

Dave Burke

Signature

Date

Steve Robinson

Approved as to form:

Thayne D. Gray

Digitally signed by Thayne D, Gray DN: chaThayne D, Gray, oxUnion County Prosecutor's Office, sue-Assistant Prosecuting Againtry, emailstgray@counion.ch us, csLS Date: 2022.07,32 1603.63 -04'00'

Prosecutor's Name

Date

Prosecuting Attorney

Ju;y 22, 2022

Thayne D. Gray, Asst. Pros. Atty.

FISCAL OFFICER'S CERTIFICATE

The undersigned, Treasurer of The Jerome Village Community Authority, certifies hereby that the money required to meet the obligations of the Authority during the year 2022 under the foregoing Agreement has been appropriated lawfully for that purpose, and is in the Treasury of the Authority or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

Dated: June 16, 2022

The Jerome Village Community Authority

A motion was made by Dave Burke and seconded by Steve Robinson to approve this Resolution and was carried by the following vote:

Steve Robinson, Yea Dave Burke, Yea Christiane Schmenk, Yea

* * *

RESOLUTION NO. 22-269:

Developer's Agreement - Ravenhill Parkway, Phase 5 - Engineer

The Board does hereby approve the following Developer's Agreement – Ravenhill Parkway, Phase 5.

DEVELOPER'S AGREEMENT RAVENHILL PARKWAY, PHASE 5

This DEVELOPER'S AGREEMENT (the "Agreement") made and entered into this 21th day of July, 2022, at Marysville, Ohio by and between the Jerome Village Community Authority (the "Authority"), a community authority organized under the provisions of Ohio Revised Code Chapter 349, with an office located at Jerome Village Community Authority c/o Nationwide Realty Investors, Ltd., 375 North Front Street, Suite 200, Columbus, Ohio 43215.and the Board of Commissioners of Union County, Ohio, (the "County"), with an office located at Union County Board of Commissioners, 233 West 6th Street, Marysville, Ohio 43040.

WITNESSETH:

WHEREAS, the Authority is presently engaged in the improvement of certain lands in Jerome Township, Union County, Ohio and is desirous of constructing public streets, curbs and gutter, open ditches, storm sewers, catch basins, manholes and related public facilities known as Ravenhill Parkway, Phase 5 now being developed by the Authority (the "Project"), and

WHEREAS, the Union County Engineer and the Authority have entered into an agreement entitled "Construction Inspection Reimbursement Agreement" for the Ravenhill Parkway, Phase 5 (the "Reimbursement Agreement") which provides for a 3rd party consultant (S&ME, inc.) to provide construction inspection services in accordance with the scope of the Reimbursement Agreement.

WHEREAS, the parties hereto desire to effectuate an Agreement providing for the construction and maintenance of the public streets, curbs, open ditches, storm sewers, catch basins, manholes and related public facilities (collectively, the "Improvements") within the approved construction documents titled, "Street, Storm & Water Improvement Plans for Jerome Village Ravenhill Parkway, Phase 5", dated _______, 2022 subject to certain terms and conditions as hereinafter set forth,

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained and set forth, it is mutually agreed as follows:

 The Authority agrees to furnish and install all necessary Improvements shown in the construction documents. All permanent and temporary easements necessary for the construction shall be acquired by the Authority.

- The Authority has paid to the Union County Engineer the sum of \$6,917.00 to cover plan review costs.
- The Authority shall assume all costs in connection with the construction of the Improvements including: engineering, testing, furnishing all labor, material and equipment, and the cost of inspections.
- 4. The Authority will require each contractor involved in the construction of the public facilities to submit proof of Liability Insurance (including bodily injury) to the Authority and the Union County Engineer, which liability insurance must be in an amount of at least \$500,000 per occurrence and \$1,000,000 in aggregate with a loss deductible not to exceed \$10,000, prior to working on the project site.
- 5. The Authority shall provide for all material or construction testing which may be required by the Union County Engineer. All testing required shall be completed and the material or construction deemed acceptable by the Union County Engineer before the Authority requests approval of the public facilities by the Union County Engineer. In communications with the Authority, the County and the Union County Engineer shall respond in a timely manner and approvals of the County or the Union County Engineer will not be unreasonably withheld, conditioned or delayed.
- 6. Prior to the final inspection approval of the Improvements by the Union County Engineer or their representative, the Authority shall furnish a statement of actual cost to the Union County Engineer, itemizing the total cost of the Improvements constructed under this Agreement. The costs shall include construction and testing costs.
- 7. The Authority shall repair, replace or correct any improvements, which have proved faulty or been improperly installed during the Maintenance Period. The length of the Maintenance Period shall be established in accordance with Section 330 of the Union County Subdivision Regulations. Following the expiration of the Maintenance Period, the County shall accept all maintenance responsibility for such Improvements constructed under this Agreement, with the exceptions noted in this Agreement.
- 8. Upon completion of the Improvements, the Developer shall deposit a guarantee bond, amounting to a minimum of twenty percent (20%) of the actual total cost of the Improvements as a guarantee that all equipment and materials were properly installed and that the Improvements will perform satisfactorily during the Maintenance Period.
- Snow removal, mowing, and other maintenance tasks are the responsibility of the Authority during the Maintenance Period. The County or Township may perform such tasks if requested by the Authority. The Authority shall pay the actual costs for the County or Township to provide such services.

- 10. Upon completion by the Authority of all the Improvements to be constructed under this Agreement and upon final inspection approval of those Improvements by the Union County Engineer or their representative, the Authority shall dedicate to Union County, or to public use, the applicable public facilities, rights-of-way and easements constructed, created or acquired for the Improvements.
- 11. The Authority shall pursue, through the County, and in cooperation with Union Soil & Water Conservation District, the ditch petition process placing all applicable storm sewers, retention/detention basins, outlets, and ditches on public maintenance. Maintenance of such facilities will be performed by the Union Soil & Water Conservation District, with funds made available by the petition process. All necessary easements will be dedicated by the Authority to allow access for maintenance to occur. This process shall be completed before the Final Plat can be filed. Specific improvements to the existing ditches may be required and must be performed by the Authority, at the direction of the Union County Engineer and/or Union Soil & Water Conservation District, as part of this project, and prior to the Maintenance Period.
- 12. After approval of the Improvements by the Union County Engineer and after dedication of the Improvements by the Authority, the Union County Commissioners will begin levying Ditch Maintenance assessments to cover direct and indirect maintenance costs associated with the collection and control of storm water. The assessments may be revised from time to time, as allowed by the Ohio Revised Code.
- Intentionally Deleted.
- 14. Prior to the date of final inspection approval of the Improvements by the Union County Engineer or their representative, the Authority shall furnish the Union County Engineer with a complete set of reproducible mylar and digital drawings revised as constructed ("As-Built"). Final inspection approval of the Improvements will not be issued until the As-Built drawings have been delivered to the Union County Engineer. All As-Built information shall be shown in red ink and each sheet of the drawings shall be marked "As-Built" in red ink.
- 15. The Authority agrees to obtain and comply with all Ohio EPA NPDES Construction General Permit requirements as applicable and maintain stormwater records/plans as required by Ohio EPA. Permit shall be submitted to the Union County Engineer prior to construction, if applicable.
- 16. The Authority agrees to obtain and comply with all Army Corp of Engineers requirements, if applicable, regarding the preservation of or permissible work on existing jurisdictional waters of the U.S. (streams and wetlands) on the property. The Authority shall obtain 404

permit (if necessary) and submit to Union County Engineer prior to the commencement of construction.

- 17. All work shall be completed by December 1, 2022.
- 18. The specified haul route for all construction equipment, construction-related traffic and deliveries to the subdivision shall be as follows:

From North:

Southwest on US-42 to the construction site

From South:

US Route 33, then southwest/left onto US Route 42
US Route 42, then southeast/left onto Industrial Parkway (CR-1)
Industrial Parkway (CR-1), then northeast/left onto Brock Road (CR-16)
Brock Road (CR-16), then north/left onto Hyland-Croy Road (CR-2)
Thence North onto Hyland-Croy Road (CR-2) to Ravenhill Parkway
Thence left onto Ravenhill Parkway to the construction site

- 19. The Authority agrees to abide by this haul route and will require all contractors, subcontractors and suppliers to abide by this route. Failure to comply with the specified haul route may result in a stop work order being issued by the Union County Engineer. The Authority will also be responsible for any and all costs associated with pavement repairs on roads that are damaged by construction equipment if the specified haul route is not used. Repairs must be made and paid for by the Authority before the Improvements will be placed on the public maintenance period.
- 20. Any damage to County and Township roads shown to be caused to the pavement as a result of construction traffic associated with the Improvements shall be repaired to the satisfaction of the Union County Engineer at the contractor's expense.
- 21. The Authority is hereby granted one temporary construction driveway and culvert (if necessary), to be located at or near the proposed permanent entrances to the Project. The drive and culvert (if necessary) are to be installed at the commencement of construction. This is the sole entrance to the project site for all construction equipment, construction-related traffic and deliveries. Upon completion and opening of permanent entrance, the temporary construction entrance is to be removed and restored. No other access points are permitted. Failure to comply with this requirement may result in revocation of the temporary driveway permit. All existing access points to County roadways, including

private drives, shall be maintained and provided access at all times. Should an access point need to be closed temporarily during construction, a secondary access shall be provided.

- 22. Intentionally Deleted.
- 23. Intentionally Deleted.
- 24. Any roadway lighting (excluding any round-about lighting) shall operate and be maintained under the jurisdiction of Union County.
- 25. Union County will not be responsible for the routine maintenance of landscaped features within the dedicated rights-of-way, including but not limited to: decorative columns or other entry features, lighting other than for the purpose of any roadway illumination (excluding any round-about lighting), retaining walls, fences, plantings other than turf grass, mulched areas, bushes, trees, irrigation systems, etc. Should Union County determine that the landscaping is not being maintained by the Authority at a reasonable level to protect the safety, convenience and welfare of the public, Union County has the right to remove any and all landscaping within the rights-of-way.
- 26. The County and the Authority each acknowledge and agree that any obligation of the Authority created by or arising out of this Agreement or under any contract for the construction of the Improvements which requires the expenditure of funds:
 - Shall never constitute a general obligation, debt or bonded indebtedness, or a
 pledge of the general credit, of the Authority, but
 - 2. Shall be payable solely out of:
 - a. with respect to the construction of the Improvements, the proceeds of Authority bonds issued to pay for those Improvements or the proceeds from surety bonds obtained by the Authority from contractors for the Improvements, and
 - b. with respect to the maintenance of the Improvements during the Maintenance Period or any other obligation of the Authority under this Agreement requiring the expenditure of funds, the proceeds from surety bonds obtained by the Authority from contractors for the Improvements, contributions for maintenance expenses from third parties, and proceeds of any Authority charges or other funds of the Authority made available for such purpose as determined by the Authority. The Authority will use its best efforts to cause its Board of Trustees to take such further action as may be necessary to appropriate funds of the Authority to pay any obligation of the Authority under this Agreement requiring the expenditure of funds.

This Agreement shall be binding upon the heirs, executor, successors and assigns of all parties hereto. Signatures to be set forth on Page 7 of this Agreement.

IN WITNESS THEREOF, the parties hereto have set their hands the date above mentioned.

Authority:

Jerome Village Community Authority

Signature

Paula Sloan

Vice Chair

Jerome Village Community Authority

Board of Commissioners Union County, Ohio

Signature

Christiane Schmenk

Signature C

7 27/22 Date

Dave Burke

Signature

Date

Steve Robinson

Approved as to form:

Thayne D. Gray

Prosecutor's Name

Date

Prosecuting Attorney

July 22, 2022

Thayne D. Gray, Asst. Pros. Atty.

FISCAL OFFICER'S CERTIFICATE

The undersigned, Treasurer of The Jerome Village Community Authority, certifies hereby that the money required to meet the obligations of the Authority during the year 2022 under the foregoing Agreement has been appropriated lawfully for that purpose, and is in the Treasury of the Authority or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

Dated: June 16, 2022

The Jerome Village Community Authority

A motion was made by Christiane Schmenk and seconded by Steve Robinson to approve this Resolution and was carried by the following vote:

Steve Robinson, Yea Dave Burke, Yea Christiane Schmenk, Yea

RESOLUTION NO. 22-270:

Developer's Agreement – Ravenhill Parkway, Phase 6 – Engineer

The Board does hereby approve the following Developer's Agreement – Ravenhill Parkway, Phase 6.

DEVELOPER'S AGREEMENT RAVENHILL PARKWAY, PHASE 6

This DEVELOPER'S AGREEMENT (the "Agreement") made and entered into this 27th day of July, 2022, at Marysville, Ohio by and between the Jerome Village Community Authority (the "Authority"), a community authority organized under the provisions of Ohio Revised Code Chapter 349, with an office located at Jerome Village Community Authority c/o Nationwide Realty Investors, Ltd., 375 North Front Street, Suite 200, Columbus, Ohio 43215.and the Board of Commissioners of Union County, Ohio, (the "County"), with an office located at Union County Board of Commissioners, 233 West 6th Street, Marysville, Ohio 43040.

WITNESSETH:

WHEREAS, the Authority is presently engaged in the improvement of certain lands in Jerome Township, Union County, Ohio and is desirous of constructing public streets, curbs and gutter, open ditches, storm sewers, catch basins, manholes and related public facilities known as Ravenhill Parkway, Phase 6 now being developed by the Authority (the "Project"), and

WHEREAS, the Union County Engineer and the Authority have entered into an agreement entitled "Construction Inspection Reimbursement Agreement" for the Ravenhill Parkway, Phase 6 (the" Reimbursement Agreement") which provides for a 3rd party consultant to provide construction inspection services in accordance with the scope of the Reimbursement Agreement.

WHEREAS, the parties hereto desire to effectuate an Agreement providing for the construction and maintenance of the public streets, curbs, open ditches, storm sewers, catch basins, manholes and related public facilities (collectively, the "Improvements") within the approved construction documents titled, "Street, Storm & Water Improvement Plans for Jerome Village Ravenhill Parkway, Phase 6", dated May, 2022 subject to certain terms and conditions as hereinafter set forth,

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained and set forth, it is mutually agreed as follows:

 The Authority agrees to furnish and install all necessary Improvements shown in the construction documents. All permanent and temporary easements necessary for the construction shall be acquired by the Authority.

- The Authority has paid to the Union County Engineer the sum of \$13,541.20 to cover plan review costs.
- The Authority shall assume all costs in connection with the construction of the Improvements including: engineering, testing, furnishing all labor, material and equipment, and the cost of inspections.
- 4. The Authority will require each contractor involved in the construction of the public facilities to submit proof of Liability Insurance (including bodily injury) to the Authority and the Union County Engineer, which liability insurance must be in an amount of at least \$500,000 per occurrence and \$1,000,000 in aggregate with a loss deductible not to exceed \$10,000, prior to working on the project site.
- 5. The Authority shall provide for all material or construction testing which may be required by the Union County Engineer. All testing required shall be completed and the material or construction deemed acceptable by the Union County Engineer before the Authority requests approval of the public facilities by the Union County Engineer. In communications with the Authority, the County and the Union County Engineer shall respond in a timely manner and approvals of the County or the Union County Engineer will not be unreasonably withheld, conditioned or delayed.
- 6. Prior to the final inspection approval of the Improvements by the Union County Engineer or their representative, the Authority shall furnish a statement of actual cost to the Union County Engineer, itemizing the total cost of the Improvements constructed under this Agreement. The costs shall include construction and testing costs.
- 7. The Authority shall repair, replace or correct any improvements, which have proved faulty or been improperly installed during the Maintenance Period. The length of the Maintenance Period shall be established in accordance with Section 330 of the Union County Subdivision Regulations. Following the expiration of the Maintenance Period, the County shall accept all maintenance responsibility for such Improvements constructed under this Agreement, with the exceptions noted in this Agreement.
- 8. Upon completion of the Improvements, the Developer shall deposit a guarantee bond, amounting to a minimum of twenty percent (20%) of the actual total cost of the Improvements as a guarantee that all equipment and materials were properly installed and that the Improvements will perform satisfactorily during the Maintenance Period.
- 9. Snow removal, mowing, and other maintenance tasks are the responsibility of the Authority during the Maintenance Period. The County or Township may perform such tasks if requested by the Authority. The Authority shall pay the actual costs for the County or Township to provide such services.

- 10. Upon completion by the Authority of all the Improvements to be constructed under this Agreement and upon final inspection approval of those Improvements by the Union County Engineer or their representative, the Authority shall dedicate to Union County, or to public use, the applicable public facilities, rights-of-way and easements constructed, created or acquired for the Improvements.
- 11. The Authority shall pursue, through the County, and in cooperation with Union Soil & Water Conservation District, the ditch petition process placing all applicable storm sewers, retention/detention basins, outlets, and ditches on public maintenance. Maintenance of such facilities will be performed by the Union Soil & Water Conservation District, with funds made available by the petition process. All necessary easements will be dedicated by the Authority to allow access for maintenance to occur. This process shall be completed before the Final Plat can be filed. Specific improvements to the existing ditches may be required and must be performed by the Authority, at the direction of the Union County Engineer and/or Union Soil & Water Conservation District, as part of this project, and prior to the Maintenance Period.
- 12. After approval of the Improvements by the Union County Engineer and after dedication of the Improvements by the Authority, the Union County Commissioners will begin levying Ditch Maintenance assessments to cover direct and indirect maintenance costs associated with the collection and control of storm water. The assessments may be revised from time to time, as allowed by the Ohio Revised Code.
- Intentionally Deleted.
- 14. Prior to the date of final inspection approval of the Improvements by the Union County Engineer or their representative, the Authority shall furnish the Union County Engineer with a complete set of reproducible mylar and digital drawings revised as constructed ("AsBuilt"). Final inspection approval of the Improvements will not be issued until the AsBuilt drawings have been delivered to the Union County Engineer. All As-Built information shall be shown in red ink and each sheet of the drawings shall be marked "AsBuilt" in red ink.
- 15. The Authority agrees to obtain and comply with all Ohio EPA NPDES Construction General Permit requirements as applicable and maintain stormwater records/plans as required by Ohio EPA. Permit shall be submitted to the Union County Engineer prior to construction, if applicable.
- 16. The Authority agrees to obtain and comply with all Army Corp of Engineers requirements, if applicable, regarding the preservation of or permissible work on existing jurisdictional waters of the U.S. (streams and wetlands) on the property. The Authority shall obtain 404

permit (if necessary) and submit to Union County Engineer prior to the commencement of construction.

- All work shall be completed by December 1, 2022.
- 18. The specified haul route for all construction equipment, construction-related traffic and deliveries to the subdivision shall be as follows:

From North:

Southwest on US-42 to the construction site

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Industrial Parkway (CR-1), then northeast/left onto Brock Road (CR-16)
Brock Road (CR-16), then north/left onto Hyland-Croy Road (CR-2)
Thence North onto Hyland-Croy Road (CR-2) to Ravenhill Parkway
Thence left onto Ravenhill Parkway to the construction site

- 19. The Authority agrees to abide by this haul route and will require all contractors, subcontractors and suppliers to abide by this route. Failure to comply with the specified haul route may result in a stop work order being issued by the Union County Engineer. The Authority will also be responsible for any and all costs associated with pavement repairs on roads that are damaged by construction equipment if the specified haul route is not used. Repairs must be made and paid for by the Authority before the Improvements will be placed on the public maintenance period.
- 20. Any damage to County and Township roads shown to be caused to the pavement as a result of construction traffic associated with the Improvements shall be repaired to the satisfaction of the Union County Engineer at the contractor's expense.
- 21. The Authority is hereby granted one temporary construction driveway and culvert (if necessary), to be located at or near the proposed permanent entrances to the Project. The drive and culvert (if necessary) are to be installed at the commencement of construction. This is the sole entrance to the project site for all construction equipment, construction-related traffic and deliveries. Upon completion and opening of permanent entrance, the temporary construction entrance is to be removed and restored. No other access points are permitted. Failure to comply with this requirement may result in revocation of the temporary driveway permit. All existing access points to County roadways, including

private drives, shall be maintained and provided access at all times. Should an access point need to be closed temporarily during construction, a secondary access shall be provided.

- 22. Intentionally Deleted.
- 23. Intentionally Deleted.
- Any roadway lighting (excluding any round-about lighting) shall operate and be maintained under the jurisdiction of Union County.
- 25. Union County will not be responsible for the routine maintenance of landscaped features within the dedicated rights-of-way, including but not limited to: decorative columns or other entry features, lighting other than for the purpose of any roadway illumination (excluding any round-about lighting), retaining walls, fences, plantings other than turf grass, mulched areas, bushes, trees, irrigation systems, etc. Should Union County determine that the landscaping is not being maintained by the Authority at a reasonable level to protect the safety, convenience and welfare of the public, Union County has the right to remove any and all landscaping within the rights-of-way.
- 26. The County and the Authority each acknowledge and agree that any obligation of the Authority created by or arising out of this Agreement or under any contract for the construction of the Improvements which requires the expenditure of funds:
 - Shall never constitute a general obligation, debt or bonded indebtedness, or a pledge of the general credit, of the Authority, but
 - 2. Shall be payable solely out of:
 - a. with respect to the construction of the Improvements, the proceeds of Authority bonds issued to pay for those Improvements or the proceeds from surety bonds obtained by the Authority from contractors for the Improvements, and
 - b. with respect to the maintenance of the Improvements during the Maintenance Period or any other obligation of the Authority under this Agreement requiring the expenditure of funds, the proceeds from surety bonds obtained by the Authority from contractors for the Improvements, contributions for maintenance expenses from third parties, and proceeds of any Authority charges or other funds of the Authority made available for such purpose as determined by the Authority. The Authority will use its best efforts to cause its Board of Trustees to take such further action as may be necessary to appropriate funds of the Authority to pay any obligation of the Authority under this Agreement requiring the expenditure of funds.

This Agreement shall be binding upon the heirs, executor, successors and assigns of all parties hereto. Signatures to be set forth on Page 7 of this Agreement.

IN WITNESS THEREOF, the parties hereto have set their hands the date above mentioned.

Authority:

Jerome Village Community Authority

Signature

Date

Paula G. Sloan

Vice Chair

Jerome Village Community Authority

Board of Commissioners Union County, Ohio

Signature

Date

Signature

Christiane Schmenk

7-27-22

Signature

Date

Dave Burke

Signature

Date

7-27-22

Steve Robinson

Approved as to form:

Thayne D. Gray

Digitally signed by Thayne D, Gray (Ni.cn=Thayne D, Gray, o=Union County Prosecutor's Office, ou=Assistant Prosecuting Attentive, mail-trapayeo, union.oh.us, c=US Date (022,07,22 15.59.50 -0470)*

Prosecutor's Name

Date

Prosecuting Attorney

Ju;y 22, 2022

Thayne D. Gray, Asst. Pros. Atty.

FISCAL OFFICER'S CERTIFICATE

The undersigned, Treasurer of The Jerome Village Community Authority, certifies hereby that the money required to meet the obligations of the Authority during the year 2022 under the foregoing Agreement has been appropriated lawfully for that purpose, and is in the Treasury of the Authority or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

Dated: June 16, 2022

The Jerome Village Community Authority

A motion was made by Steve Robinson and seconded by Christiane Schmenk to approve this Resolution and was carried by the following vote:

Steve Robinson, Yea Dave Burke, Yea Christiane Schmenk, Yea

* * *

RESOLUTION NO. 22-271:

Approving Public Notice of Retirant Seeking Reemployment with Public Employer & Notice of Public Hearing

The Board approves the Resolution Approving Public Notice of Retirant Seeking Reemployment with Public Employer & Notice of Public Hearing.

RESOLUTION NO. 22-27 [

A Resolution Approving Public Notice of Retirant Seeking Reemployment With Public Employer & Notice of Public Hearing

Christiane Schmenk introduced this resolution and moved its passage:

WHEREAS, the Union County Board of Commissioners (the "Board") has been informed of the retirement of Eric S. Phillips, the current Economic Development Director, effective September 30, 2022; and

WHEREAS, the Economic Development Director, Eric Phillips, desires to continue employment as the Economic Development Director subject to the approval of the Board of Commissioners after the above stated retirement date; and

WHEREAS, Economic Development Director, Eric Phillips is requesting approval by the Board of Commissioners to rehire him to his current position, effective October 1, 2022; and

WHEREAS, Revised Code §145.381 applies in the case of a person who is or most recently has been employed by a public employer in a position that is customarily filled by a vote of members of a board or commission or by the legislative authority of a county, municipal corporation, or township; and

WHEREAS, A board, commission, or legislative authority that proposes to continue the employment as a reemployed retirant or rehire as a reemployed retirant to the same position an individual described above shall do both of the following in accordance with the rules adopted by the public employees retirement board:

- Not less than sixty (60) days before the employment as a reemployed retirant is to begin, give public notice that the person is or will be retired and is seeking employment with the public employer. This notice shall include the time, date and location at which the public meeting is to take place.
- Between fifteen and thirty days before the employment as a reemployed retirant is to begin and after complying with item 1 above, hold a public meeting on the issue of the person being employed by the public employer.

NOW THEREFORE, BE IT RESOLVED, THE BOARD OF COMMISSIONERS OF UNION COUNTY, OHIO, under R.C. §145.381(B)(1), authorized the public notice of Eric Phillips seeking reemployment with notice of the meeting to be held on September 14, 2022, at 9:00 a.m., in the Hearing Room of the County Board of Commissioners; and

Be It Further Resolved, publication of the notice shall be posted on the Union County website and displayed publicly in the Union County Office Building as of July 27, 2022.

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.

Motion by Christiane Schmen kand seconded by Dave called a roll call vote, and the results were:		iscussion, the chair
	Dave Burke	Yes No
	Christiane S. Schme	nk (Yes No
	Steve Robinson	Yes No
I, Sara Early, Clerk to the Board of County Co is a true and correct copy of a motion as recorded in the Jounder the date of July 27, 2022. Vara Early Sara Early, Clerk	mmissioners, do hereby cer urnal of the Union County	tify that the above Commissioners,

NOTICE OF PUBLIC HEARING

In compliance with Section 145.381 of the Ohio Revised Code, the Board of County Commissioners (the "Board") of Union County, Ohio will hold a public hearing on Wednesday, September 14, 2022, at 9:00 a.m. at the Commissioners' Hearing Room, 233 West 6th Street, Ground Floor, Marysville, Ohio 43040, regarding the possible retirement and requested reemployment of public employee Eric S. Phillips, in his current position of Union County Economic Development Director.

A motion was made by Christiane Schmenk and seconded by Dave Burke to approve this Resolution and was carried by the following vote:

Steve Robinson, Yea Dave Burke, Yea Christiane Schmenk, Yea

RESOLUTION NO. 22-272:

A Resolution Amending and Restating the Union County Policy and Procedures for Credit Cards

The Board of County Commissioners approves the Resolution Amending and Restating the Union County Police and Procedures for Credit Cards.

WHEREAS, the Union County Board of Commissioners (the "Board") originally adopted Resolution No. 327-12 on August 9, 2012, adopting the Union County Policy and Procedures for Credit Cards under authority of O.R.C. §301.27; and

WHEREAS, O.R.C. §301.27 was amended to add purposes for which a credit card may be used for county business purposes and on March 9, 2022, the Board amended and restated Resolution No. 327-12, the Union County Policy and Procedures for Credit Cards; and

WHEREAS, the Board has determined that it is in the interest of Union County to amend and update the County policy and procedures for credit cards, effective July 27, 2022.

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

Section 1. The Board Amends and Restates the Union County Policy and Procedures for Credit Cards as follows:

Section 2. 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 O.R.C. §121.22.

A motion was made by Dave Burke and seconded by Christiane Schmenk that this Resolution be adopted and was carried by the following vote:

Passed July 27 2022

Sara Early, Clerk

Steve Robinson
Dave Burke
Yes

Christiane S. Schmenk (Yes

Board of County Commissioners Union County, Ohio

Steve Robinson

Dave Burke

Christiane Schmenk

Union County Policy and Procedures For Credit Cards

Background

The program is designed to provide a new, easier and faster method to make blanket purchases.

Authority

Ohio Revised Code §301.27 permits counties to use credit cards including gasoline and telephone credit cards.

General Information

The Board of County Commissioners recognizes the efficiency and convenience afforded to the day-to-day operations of the County through the use of credit cards. Credit cards shall not be used to circumvent the general purchasing procedures by Ohio law and the policies of this Board.

Expenditures may not exceed appropriations under any circumstances. The card can be used for in-store purchases as well as mail, e-mail, internet, telephone and fax orders.

THE CREDIT CARD DOES NOT VOID OR BYPASS ANY OTHER COUNTY POLICY OR PROCEDURE THAT IS IN PLACE.

Credit Card Responsibilities

Program Administrator

The program administrator is the County Auditor's Office who will coordinate the credit card program. The County Auditor's Office is the primary contact with the credit card issuer and with the elected officials, department heads and their designees.

The County Auditor's Office is available to help employees with:

- · Questions regarding the credit card policy and procedures
- · Problems encountered with card use or vendor authorization
- · Lost or stolen cards
- · Approving supervisor changes
- · Activating and setting up the credit cards
- · Cardholder transfer, relocation or termination
- Establishing the controls and limits on the cards as determined with the help of the elected officials, department heads and their designees.

Elected Officials/Department Heads

The elected officials or department heads shall determine individuals in his/her department to use credit cards. The elected official or department head shall provide the list to the County Auditor's Office for approval (Appendix 1) during the Application process. Before participating in the program, the elected officials or department heads shall adopt the Board of County Commissioner's policies and procedures for credit card use. Each elected official or department head may establish more restrictive practices within his/her department.

The elected official, department heads or their designees shall be responsible to review the reconciliations performed by the department purchasing clerk.

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Department Purchasing Clerk

The Department Purchasing Clerk will establish blanket purchase orders for his/her department's credit cards as instructed hereinbelow. The Department Purchasing Clerk will reconcile the department's credit card statements to the department receipts.

Card User

A card user is an individual who has been approved by an appointing authority to pay for certain work-related expenses with a credit card. The cardholder is responsible for the security and physical custody of the card and is accountable for all transactions made with the card. The cardholder must maintain all receipts for credit card purchases. The cardholder is also responsible for timely submission of all receipts.

A card user must complete the Card User Acknowledgement statement (Appendix 2).

Card Usage Guidelines

The credit card is to be used exclusively for Union County business purposes. It cannot be used for personal or nonjob-related purchases. Should an employee become aware of instances in which the County's policies and procedures are not being followed, the employee is to report this to the County Auditor's Office and the employee's appointing authority immediately and in writing.

The card may only be used for the following work-related expenses: (R.C. 301.27)

- Food expenses
- Transportation expenses
- Gasoline and oil expenses
- Motor vehicle repair and maintenance expenses
- · Telephone expenses
- Lodging expenses
- Internet service provider expenses
- In the case of a public children services agency, expenses for purchases for children for whom
 the agency is providing temporary emergency care pursuant to section 5153.16 of the Ohio
 Revised Code, children in the temporary or permanent custody of the agency, and children in a
 planned permanent living arrangement
- Webinar expenses
- The expenses for purchases of automatic or electronic data processing or record-keeping
 equipment, software, or services, provided that, in a county that has established an automatic data
 processing board, the county office and the county officer or employee authorized to use the credit
 card comply with sections 307.84 to 307.847 of the Revised Code. The expenses paid by a credit
 card under division (B)(1)(j) of this section shall not exceed ten thousand dollars per quarter, unless
 the board of county commissioners adopts a resolution approving the payment by credit card of such
 expenses that exceed that amount during that time period.
- <u>*Effective September 22, 2022</u> Expenses related to temporary and necessary assistance care provided by the County Veterans Service Office

The card may NOT be used to purchase the following:

- · Entertainment of any kind
- Alcoholic beverages
- Cash advances or ATM's
- Or an expenditure which would require the issuance of a 1099 (services)
- Under R.C. 301.27, the only equipment that can be purchased using a credit card is automatic or electronic data processing or record-keeping equipment.

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Card Limits

Each card will have a \$5,000 limit with exceptions available at the request of the department and approval by the County Auditor's Office.

Sales and Use Tax

Purchases made with the County credit card are tax-exempt. The name of the County and the words "tax-exempt" will be printed on each card. If tax is charged inappropriately, the agency should present a tax exemption certificate to the vendor and receive a credit for the unnecessary tax.

Issuance of Cards

Each elected official or department who wishes to participate in the credit card program shall complete a Credit Card Program Department Application (Appendix 1). By completing this application, the elected official or department agrees to abide by the Union County Policy and Procedures for Credit Cards and the limitations established in the Department Application. Each elected official or department head may establish more restrictive policies within his/her department. Any department that establishes its own policies, however, cannot increase its credit card limitations beyond what is granted by this policy.

Once the Application is approved by the County Auditor's Office each card user will be required to read the Credit Card Policy and Procedures and sign a Card User Acknowledgement form (Appendix 2) signifying acceptance of the policy.

Credit cards will then be issued to departments. Credit cards CANNOT be used by anyone other than those designated as card users at any time.

Elected officials, department heads or their designees may request modification of card limits after the credit card has been issued as long as the changes are within the limits set within this policy. A new Credit Card Application, or other formal written communication, shall be completed by the elected official or their designees and sent to the County Auditor's Office to initiate the changes.

Making a Purchase and Record Keeping

Purchases made using the credit card will be processed using the following procedures. A blanket purchase order must be established for **each account** within the department encumbered to the spending limit so authorized by the elected official who requests the authorization into the Credit Card Program. The blanket purchase order can be established in the "Banking Vendor's Name" or the fund account established for bill payment. No credit card purchase can be made without a blanket purchase order being established for the card. When payment is made, funds will be deducted from each account for the dollar amount of the items purchased in the same manner as would occur if a warrant were being issued.

Purchases can be made wherever credit cards are accepted. Remember, whenever a card user makes a purchase, the purchase **CANNOT** include sales tax. (See above) If a supplier refuses to authorize and/or declines the purchase, the County Auditor's Office must be contacted immediately.

When making a purchase, the card user must obtain and retain the original receipt. The receipt must contain the vendor's name, date of purchase, itemized description of purchase, per unit price and extended price. The card user will submit all receipts to the department's purchasing clerk for reconciliation of the statement.

Purchases Made By Internet, Telephone and Fax

Credit cards may be used to purchase goods over the internet, telephone or fax. These purchases must be evidenced by an order confirmation along with either the original packing slip that accompanied the purchased goods or an itemized receipt.

When making purchases via internet, the cardholder must make sure the web site where the card information is given

Policies & Procedures Credit Card Page 3

UNION COUNTY COMMISSIONERS JOURNAL 2022 July 27, 2022

is secure, and that all account numbers are encrypted while passed electronically. A cardholder can determine if the web site address is secure in two ways:

- An internet web site is secure when the address changes from http://www.to.https://www.The *s* stands for secure.
- A symbol resembling a "lock" will appear at the bottom of the browser. The lock symbol signifies that the web site is secure and that all card numbers will by encrypted when passed.

Card users will be held responsible for all orders placed. The card user should inform the vendor that the purchase will be paid through the County credit card, and that the purchase is tax exempt. If there are any issues with the use of the credit card, the County Auditor's Office should be immediately contacted.

Declined Attempts

The credit card will be declined if one of the embedded limits is exceeded, if the card issuer has a security concern because of a spending pattern, or if the "bill to" address does not match the "ship to" address.

The department should contact the County Auditor's Office whenever there are declined attempts.

Agent, Acceptance or Service Fees

Some vendors charge an agent, acceptance or service fee in order to process a credit card charge. If the fee is charged it must be included on the receipt and the County Auditor's Office should be notified.

Vendor Invoices

Vendors should not invoice the cardholder for purchases made with the credit card. The vendor will be paid by the card issuer, not by the county. However, the cardholder must always receive an itemized receipt or order confirmation.

Account Reconciliation and Payment of credit card Bill

Each card user must retain all original detailed receipts received when purchases are made and turn them into the department purchasing clerk. The department purchasing clerk will receive billing statements for the whole department. The department purchasing clerk will reconcile the billing statement to the card user's receipts. The department purchasing clerk will prepare a voucher stating which line items the purchases should be posted to and to under which purchase order the purchases were made.

Once completed, the department purchasing clerk will give the billing statement to the elected official department head or their designees for their review and approval for payment.

After approving the billing statement, the elected official, department head or their designees will send the voucher information and the department billing statement to the County Auditor for processing.

If any expenses are for travel and training, receipts and a travel reimbursement form must also accompany the statement to the County Auditor. See policy on travel and training expenses.

The reconciliation process must be completed within five business days of receiving the cardholder statement and department statement. If this time frame cannot be met for any reason, the elected official department head or their designees must notify the County Auditor's Office.

Each department using credit cards is subject to an internal audit at least once within the first year and then at least once every two years. Each department is also subject to an external audit each year.

Returns, Credits and Dispute Resolution

If there is a problem with a purchased item or billing resulting from use of the card, the card user and department should:

 First try to resolve the dispute with the supplier or merchant. In most cases, disputes can be resolved directly between the card user and the supplier or merchant.

Policies & Procedures Credit Card Page 4

UNION COUNTY COMMISSIONERS JOURNAL 2022 July 27, 2022

- If the card user needs to return a purchased item for any reason, the card user should send the item back
 to the supplier, request a credit to the department's credit card account and notify the department purchasing
 clerk. The card user should include the receipt showing the credit and submit it to the purchasing clerk.
- If the dispute cannot be resolved with the supplier, contact the County Auditor's Office. The card user must
 also complete a Credit Card Dispute form within 15 days from the initial statement date when the charge
 occurred. The County Auditor's Office will research the disputed charge further with the supplier until
 resolved.
- No employee can receive cash for a returned item. All returned purchases must be credited back to the credit card or by check made payable to "Union County" for the amount of the returned item.

Travel and Training Expenses

Proper approval through the Board of County Commissioners is required for any travel and training expenses. A travel reimbursement form must be completed for any travel and training expenses and all itemized receipts for the trip must accompany the travel reimbursement form. No travel expenses will be paid by the County until this information is obtained.

The credit card can only be used for the card user's travel expenses (i.e., transportation, meals, lodging, registration, and parking).

Each department should follow the county's travel and training reimbursement policy for allowable purchases with the credit card.

Late Fees or Finance Charges

The payment of late fees or finance charges shall be expended from the department's budget and could result in the loss of use of the credit cards.

Suspension or Cancellation of Card

The elected official, department head or their designees, the County Auditor's Office, or the Board of County Commissioners can initiate suspension or cancellation of the department's card.

Lost or stolen cards

If the card is lost or stolen during normal business hours (8:00am – 4:00pm), the card user must notify their elected official or department head and follow-up with notification in writing copied to the Auditor's Office. If the card is lost or stolen after business hours, contact the bank immediately at and follow-up with correspondence to the County Auditor's Office during normal business hours. Upon receipt of the phone call, the Auditor or the bank will block further use of the card. Prompt action will reduce the liability for fraudulent charges. The date and time of the phone report of the lost or stolen card should be included in the written notification. After reviewing the situation of which the card was lost or stolen, it will be decided if a replacement card should be issued.

Penalties for improper use of card

The card is to be used only by the department's authorized card users to pay for authorized, work-related expenses. Policy violations include, but are not limited to, the following:

- Purchasing items for personal use or items not approved for purchase by department policy
- . Use of the card by someone other than the cardholder
- Failure to provide receipts
- Failure to obtain appropriate credits for merchandise returns and sales tax before next billing cycle
- · Attempting to get a cash advance or returning an item for a cash refund
- Occurring late fees or finance charges

Violations of the policy may result in the revocation of the card and may also result in disciplinary action including termination of employment and criminal prosecution for misappropriation of funds.

Employees are responsible for reporting instances where the County's policies and procedures are not followed,

Policies & Procedures Credit Card Page 5

When an employee becomes aware of such an instance, he/she must notify the County Auditor's Office and the employee's appointing authority immediately and in writing. Employees are fiscally responsible for charges made to County credit cards that are in violation of the above policy.

Retention Schedule

As mentioned above, departments using credit cards are subject to an internal audit at least once within the first year and then at least once every two years. Each department is also subject to an external audit each year. Departments are required to keep receipts, individual billing statements, and department billing statements for the current year. The department also must keep the previous year's information on file until July of the current year. (For example, the department must keep all 2012 records until July 2013). After July, the department can box the previous year information and send it to the County's Records Center. All receipts, purchasing logs, and individual billing statements must be kept for a total of 3 years.

		EDIT CARD PROGRAM T APPLICATION						
	SECTION 1 – APPLICANT INFORMATION							
	Elected Official/Department:							
	Office Phone: E-Mail:							
	SECTION 2 - CARD LIMITS							
		t's name for use by authorized personnel in department requests the department:						
	Maximum dollar amount allowed for any departmen	stal card \$ \$5,000.00						
	SECTION 3 - DEPARTMENT/AGENCY CONTACT							
	The individual listed below will serve as the credit card coordinator for the department, responsible for tracking and issuing cards, immediately reporting lost or stolen cards, and coordinating with the County Auditor for accounts payable.							
	Department Credit Card Clerk:							
	Phone;E-Mail:							
	SECTION 4 - APPROVAL							
	Auditor Approval:	Date:						
Į.	SECTION 5 - USERS							
Depa	rtment/Agency Credit Card Users							

Appendix 2

Policies & Procedures

UNION COUNTY CREDIT CARD PROGRAM CARD USER ACKNOWLEDGEMENT

2. I c c 3. I	understand the card is for County-approved purchases only, and I agree not to charge personal purchases. understand that all charges will be billed directly to and paid directly by the County. The bank annot accept any monies from me directly. Therefore, any personal charges billed to the County
2. I c c 3. I	understand that all charges will be billed directly to and paid directly by the County. The bank
3. I	ould be considered misappropriation of County funds.
	f the card is lost or stolen, I will immediately notify the card issuer by telephone. I will provide the card issuer written notification by mail or fax, with copies to the program administrator County Auditor) and my agency coordinator.
4. A	As the card is County property, I understand that I am required to comply with internal control procedures designed to protect County assets. This may include being asked to produce the card o validate its existence and account number.
а	will retain all receipts received for all expenditures made using the credit card. I will resolve ny discrepancies by contacting the vendor first, and then involving the program administrator County Auditor), when necessary.
6. I	have received a copy of the Department's Credit Card Policy, and procedures for the credit and program. I understand the program requirements and agree to follow them. Failure to do so may result in revocation of the card or other disciplinary action.
7. I f	understand the card is not available to all employees. Assignment is based on my need to pay for work-related expenses. My use of the department's card may be revoked based on change of ssignment or location. I understand that the card is not an entitlement, nor reflective of title or sosition.
8. I	have read the approved purchase codes for this card and understand that all purchases made with this card should be for items within the categories approved.
	understand that I am fiscally responsible for charges on the credit card if they are in violation of the credit card policy.
	Agency Authorization:
Employee Sigi	nature Signature

A motion was made by Dave Burke and seconded by Christiane Schmenk to approve this Resolution and was carried by the following vote:

Credit Card

Steve Robinson, Yea Dave Burke, Yea Christiane Schmenk, Yea

Page 8

* * *

RESOLUTION NO. 22-273:

Transfers of Appropriations and/or Funds

The County Commissioners do hereby approve the following transfers of appropriations and/or funds:

		TRA	ANSFER FORM							
	_Tuesday (Due to the Auditor by n	oon Friday)	Thursday (Due to the Aud	ditor by r	noon Tuesday)					
Depa	rtment: Mental Health & F	Recovery Board	Date: July 20,	2022						
	RESOLUTION RE: TRANSFER OF FUNDS									
	A motion was made by and seconded by to approve the following transfer (s):									
From	: Mental Health	310MH200 Org Number	Contract Service	Ехр	530100 Object Number	Project Number				
To:	Common Pleas Drug Ct	17041406	Grant	Rev	450105	CP001				
	Fund Name	Org Number Amount: \$	Object Name 55,000		Object Number	Project Number				
From	: Mental Health	310MH200	Contract Service	Ехр	530100					
To:	Fund Name Juvenile Family Drug Ct	Org Number 04263100	Object Name Grant	Rev	Object Number 450201	Project Number OM018				
10.	Fund Name	Org Number	Object Name	Kev	Object Number	Project Number				
		Amount: \$	25,000							
From	: Mental Health	310MH200	Contract Service	Ехр	530100					
To:	Juvenile Drug Court	Org Number 04263100	Object Name Grant	Rev	Object Number 450201	Project Number OM018				
10.	Fund Name	Org Number	Object Name	Nev	Object Number	Project Number				
		Amount: \$	35,000	a a						
From				Exp						
To:	Fund Name	Org Number	Object Name	Rev	Object Number	Project Number				
10.	Fund Name	Org Number	Object Name	Rev	Object Number	Project Number				
		Amount: \$								
	n for Request: Docket Allocation:									
	County Common Pleas - Drug Court \$55,000 County Juvenille Court - Family Drug Court \$25,000									
	County Juvenile Court - Juvenile Drug Court \$35,00	00								
			Approved by Adminis	strator		-				
Roll ca	ill vote resulted as follows:		Dav Steve R	e Burk		=				
CC:	Auditor Originator			chmen	K Christian Sch	and_				
	Resolution File			C.J.						
	ESTER ACKNOWLEDGEMENT: priations are available, and free				have verified that	-				
	revised 2/9/2022		Auditor's	Office	Approval B 1/	25_				

A motion was moved by and seconded by Dave Burke and seconded by Steve Robinson to approve this Resolution and was carried by the following vote:

* * *

RESOLUTION NO. 22-274:

Payment of Bills

The County Commissioners do hereby approve the payment of regular purchase order bills and the "then and now" bills submitted over \$50,000.00 for the week of July 25, 2022.

Vendor	Name	CK RUN	Invoice	PO	Invoice Amt	Status	Dept
128	MEMORIAL HOSPITAL UN	072722	Q2 Memorial Meals Pr	20224809	56,674.37	Pending approval	420
	Additional Description: Senior :	Services M	lobile Meals				
557	SHELLY MATERIALS INC Additional Description: Type 1		2411811	20224723	116,651.25	Pending approval	422

Commissioners Chies Holand 7/27/2022

A motion was moved by Dave Burke and seconded by Steve Robinson to approve this Resolution and was carried by the following vote:

Steve Robinson, Yea Dave Burke, Yea Christiane Schmenk, Yea

ADMINISTRATOR ACTION NO. 22-099A:

Transfer of Appropriations and/or Funds

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

*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, July 25, 2022

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 2 July 12, 2022 amended estimate of resources for the fiscal year beginning January 1st, 2022, as determined by the Budget Commission of said County.

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

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

Funds 174 -- Probation Services Grant

JOURNAL	LINE	ENTRY DATE JNL SHORT DESC	JNL EFF DATE AMD STATUS	JNL CLERK	ORG	OBJECT PR	OJECT COMMENT	DTL EFF DATE	DR/CR	AMOUNT
754	1	07/20/2022 COPS GRANT	07/20/2022 Pending approval	Barbara	20943808	540100	To Professional Services	07/20/2022	D	5,000.00
754	2	07/20/2022 COPS GRANT	07/20/2022 Pending approval	Barbara	20943808	530360	To Professional Services	07/20/2022	D	12,000.00
754	3	07/20/2022 COPS GRANT	07/20/2022 Pending approval	Barbara	20943808	530350	From Equip & Pay BCI Fee	s 07/20/2022	1	17,000.00
		tional Description: Transfer fund s will arrive by EFT later this mor	ls from Webcheck/Pay BCI Fees and onth.	Equipment	to COPS gran	nt Profession	nal Services to reimburse Maryhav	ven for Tori Smith'	s wages.	Grant
OURNAL .	INE	ENTRY DATE JNL SHORT DESC	INLEFF DATE AMD STATUS	JNL CLERK	ORG	OBJECT PR	OJECT COMMENT	DTL EFF DATE	DR/CR	AMOUNT
769	1	07/21/2022 vision	07/21/2022 Pending approval	Tammy Ki	17441406	510315	adjust	07/21/2022	- 1	36.80
	Addit	ional Description: To correct cur	rrent negative account balance. Au	ditor's Certif	icate Receive	ed.				
		tional Description: To correct cur ENTRY DATE JNL SHORT DESC		ditor's Certifi		object pr	OJECT COMMENT	DTL EFF DATE	DR/CR	AMOUNT
OURNAL . 845				JNL CLERK		OBJECT PR	OJECT COMMENT To Admin Training	DTL EFF DATE 07/25/2022		AMOUNT 328.00

Fill A Lu

		TRAM	ISFER FORM			
	Tuesday (Due to the Auditor by no	oon Friday) X	_Thursday (Due to the Au	ditor by no	on Tuesday)	
Depart	tment: Mental Health and F	Recovery Board			Date:	7/18/2022
	RESO	LUTION RE: TRA	NSFER OF FUNDS			
A motio	on was made by ove the following transfer (s):		and seconded by			_
From:	Mental Health & Recovery Board Fund Name	310MH200 Org Number	Contracts/Agencies Object Name	Ехр	530100 Object Number	Project Numbe
То:	General Fund Name	04380000 Org Number Amount:	Sheriff's Fees Object Name \$10.00	Rev	420104 Object Number	Project Number
From:	Fund Name	Org Number	Object Name	Ехр	Object Number	Project Numbe
To:	Fund Name	Org Number Amount:	Object Name	Rev	Object Number	Project Numbe
From:	Fund Name	Org Number	Object Name	Exp	Object Number	Project Numbe
To:	Fund Name	Org Number Amount:	Object Name	Rev	Object Number	Project Number
From:				Exp		
To:	Fund Name	Org Number	Object Name	Rev	Object Number	Project Number
	Fund Name	Ong Number Amount:	Object Name		Object Number	Project Number
Reimbur Deputy I	for Request: rse the cruiser fee for transporting. Matt Henry and Deputy Pete Lenha #2022-97	a patient to Dublin Spri ardt completed the tran	ings, 7625 Hospital Drive, (sport.	Dublin, Ohi	o, 43016 on July 18,	2022.
			Debra Schaner //19/22			
Roll call	I vote resulted as follows:		Approved by Admini Dave Steve Ro Christiane Sc	Burke	WAN	
REQUE	STER ACKNOWLEDGEMENT: riations are available, and free or		above-referenced accou	C.J. X	ve verified that	
,	revised 7/18/2022		Auditor's	s Office Ap	proval UB 7	19/22

	Tuesday (Due to the Auditor by no	on Friday)	Thursday (Due to the Au	ditor by no	on Tuesday)	
Depart	ment: Mental Health and F	ecovery Board			Date:	7/18/2022
	RESO	LUTION RE: TRA	NSFER OF FUNDS			
A motion to appro	n was made by ove the following transfer (s):		and seconded by			_
From:	Mental Health & Recovery Board Fund Name	310MH200 Org Number	Contracts/Agencies Object Name	Ехф _	530100 Object Number	Project Numbe
То:	General Fund Name	04380000 Org Number Amount:	Sheriff's Fees Object Name \$20.00	Rev	420104 Object Number	Project Number
From:	Fund Name	Org Number	Object Name	Ехр	Object Number	Project Number
то:	Fund Name	Org Number	Object Name	Rev	Object Number	Project Numbe
	r und righte	Amount:	Ouject Name		Object Namber	Project Humo
From:	Fund Name	Org Number	Object Name	Ехр	Object Number	Project Numb
то:	Fund Name	Org Number	Object Name	Rev	Object Number	Project Numb
		Amount:				
From:	Fund Name	Org Number	Object Name	Ехр	Object Number	Project Numb
To:	Fund Name	Org Number	Object Name	Rev	Object Number	Project Numb
		Amount:				
Reimbur	for Request: se the cruiser fee for transporting a 17/17/2022.	patient to Mount Car	mel Behavioral Health, 464	6 Hilton Co	rporate Drive, Colum	nbus, Ohio,
Deputy V	Vyatt Payton completed the transp 2022-96	ort.	Debra Schaner 7-18	0 22		
invoice in	2022-00		Approved by Admini		WAN	
Roll call	vote resulted as follows:		Dave Steve Ro	Burke		2
DC:	Auditor		Christiane Sc		99	
	STER ACKNOWLEDGEMENT: iations are available, and free of		above-referenced accou	Date: nts and ha	ve verified that	

		TR/	ANSFER FORM								
	_ Tuesday (Due to the Auditor	by noon Friday)	Thursday (Due to the Aud	ditor by	noon Tuesday)						
Depa	artment: Mental Health	& Recovery Board	Date: July 18,	2022							
	RESOLUTION RE: TRANSFER OF FUNDS										
	A motion was made by and seconded by to approve the following transfer (s):										
Fron	n: Mental Health	310MH200	Contract Service	Ехр	530100						
To:	CUCF Fund Name	94243200	Grants	Rev	450105	Project Number					
	Fund Name	Org Number Amount: \$	Object Name 15,839.51		Object Number	Project Number					
Fron	n: Mental Health	310MH200 Org Number	Contract Service	Ехр	530100	Desired 11					
To:	CUCF	94243200	Object Name Grant	Rev	Object Number 450105	Project Number					
	Fund Name	Org Number Amount: \$	Object Name 735.14		Object Number	Project Number					
Fron				Ехр							
To:	Fund Name	Org Number	Object Name	Rev	Object Number	Project Number					
	Fund Name	Org Number Amount: \$	Object Name		Object Number	Project Number					
Fron	n: Fund Name	Org Number	Obligat Name	Ехр	Object Number	Control Number					
To:	rung Name	Org Number	Object Name	Rev	Object Number	Project Number					
	Fund Name	Org Number Amount: \$	Object Name	_	Object Number	Project Number					
	on for Request:										
	Family Exp May & June										
			Approved by Adminis	strator	WAN						
Roll c	all vote resulted as follows:			e Burk							
cc:	Auditor		Steve R Christiane S								
	Originator Resolution File			_	6606						
	ESTER ACKNOWLEDGEMEN priations are available, and fr				have verified that	-					
						4.1					
	revised 2/9/2022		Auditor's	Office /	Approval <u>US 7/</u>	19/22					

TRANSFER FORM

Department:	DJFS				Date:	7/19	/2022	
		RESOLUTION RE:	TRAN	ISFER O	FFUNDS			
A motion was ma	ada bu			and se	conded by			_
to approve the fo		er (s):			,			
From:	PA	35001508		Medica	Assistance	Exp	530600	
rrom	Fund Name	Org Number	-		ect Name		Object Number	Project Number
To:	UCATS	36044508	Vender #	Charge	for Services	Rev	420107	
10.	Fund Name	Org Number	-		ect Name		Object Number	Project Number
		Amount: S		S	13,939.36			
From:	PA	35001508			t Expense	Exp	550105	
	Fund Name	Org Number	_	Oby	ect Name		Object Number	Project Number
To:	UCATS	36044508	(Personal A	Charge	for Services	Rev	420107	
	Fund Name	Org Number		Obj	eci Name		Object Number	Project Number
		Amount: \$		\$	397.00			
From:						Exp		Burio et Morenho
	Fund Name	Org Number		Obj	ect Name		Object Number	Project Number
To:						Rev	Oh is at Misselver	Project Number
	Fund Name	Org Number		Obj	ect Name		Object Number	- roject regimon
		Amount: S						
From:						Exp	Object Number	Project Number
	Fund Name	Org Number		Obj	eci Name		Object reamber	+ rojeca recinice
To:			-		eci Name	Rev	Object Number	Project Number
	Fund Name	Org Number		OB	ect Name		Oujea residen	
		Amount: \$						
Reason for Requ	est:						Transfer total:	
May 2022 transpo	rtation	\$ 13,939.36 \$ 397.00						
		S -					s 14,336.36	
		S -						
				Approv	red by Adminis	strator	WAN	
Roll call vote res	ulted as follow	s:			Christiane S	chmenk re Burke		
cc: Auditor						obinson	-	
cc: Auditor						C.J.:	9099	
						Date:	1.97.009	
REQUESTER AC	KNOWLEDGE	MENT: I have reviewed II	ne above	referenced i	ecounts and have	e verified to	nar 11: 10 -	
REQUESTER AC	KNOWLEDGEN valiable, and free o	MENT: I have reviewed II I prior encumbrances (inclus	ing blan	referenced i ket purchasi	orders) 0	Chil	Hites	

		TRAN	ISFER FORM			
х	Tuesday (Due to the Auditor by no	oon Friday)	_Thursday (Due to the Au	ditor by no	on Tuesday)	
Depar	tment: Mental Health and R	ecovery Board			Date:	7/22/2022
	RESO	LUTION RE: TRA	NSFER OF FUNDS			
	on was made by rove the following transfer (s):	-	and seconded by			-
From: To:	Mental Health & Recovery Board Fund Name General Fund Name	310MH200 Org Number 04380000 Org Number Amount:	Contracts/Agencies Object Name Sheriff's Fees Object Name \$10,00	Exp -	530100 Object Number 420104 Object Number	Project Number
_		ranouni	71313			
From: To:	Fund Name	Org Number	Object Name	Rev	Object Number Object Number	Project Number
	Fund Name	Org Number Amount:	Object Name		Object Number	Project Number
From:	Fund Name	Org Number	Object Name	Ехр	Object Number	Project Number
To:	Fund Name	Org Number Amount:	Object Name	Rev	Object Number	Project Number
From:	Fund Name		Object Name	Exp .	Object Number	Project Number
To:	Fund Name	Org Number Org Number Amount:	Object Name	Rev	Object Number	Project Number
Reimbu	n for Request: urse the cruiser fee for transporting : Wyatt Payton completed the transp #2022-100	ort.	ings, 7625 Hospital Drive, Schaner 7-22-22	Dublin, Ohi		2022.
			Approved by Admin	istrator .	WAN	
Roll ca	ill vote resulted as follows: Auditor		Dave Steve Ro Christiane So			
REQUE	ESTER ACKNOWLEDGEMENT: orlations are available, and free of		above-referenced accou (including blanket purch		7 - 27 - 33 ave verified that	
	revised 7/22/2022		Auditor	s Office Ap	proval <u>(13</u> 7/2	5

			TRANSFE	R FORM			
	_Tuesday (Due to the Auditor by n	oon Friday)	Thu	reday (Due to the	Auditor by no	on Tuesday)	
Depa	artment: Union County Engl	neer's Office	Date:	07/13/2022			
	RESC	LUTION RE:	TRANSF	ER OF FUNDS	ì		
	tion was made by prove the following transfer (s):			and seconded by		- 1-2	_
From	: Sanitary Sewer Replacement	60242208 Org Number	Tre	nafers Out Object Name	Ехр	568001 Object Number	Project Number
To:	Debt	50040408	Tm	nsfers In	Rev	468001	
10.	Fund Name	Org Number	110	Object Name	IVOY	Object Number	Project Number
		Amount: \$		\$29,712.	78	•	
Fron					Exp		
	Fund Name	Org Number		Object Name		Object Number	Project Number
To:					Rev		
	Fund Name	Org Number		Object Name		Object Number	Project Number
		Amount: \$	_		_		
From	1:				Ехр		
	Fund Name	Org Number	_	Object Name		Object Number	Project Number
To:					Rev		
	Fund Name	Org Number		Object Name		Object Number	Project Number
		Amount: \$	_		_		
From	10				Ехр		
	Fund Name	Org Number		Object Name		Object Number	Project Number
To:					Rev		
	Fund Name	Org Number		Object Name		Object Number	Project Number
		Amount: \$			_		
Raymo	on for Request: ond/Peoria USDA loan payment Se; pal \$10,344.00; Interest \$19,368.76	stember 2022)					
		X and a second	A	pproved by Adm	Inlatrator	WAN	-
	all vote resulted as follows:			Stav	Dave Burke e Robinson		-
cc:	Auditor Originator			Christian	e Schmenk		
	Resolution File				C.J. 30	2-9299 99	
		Dec.					
	ESTER ACKNOWLEDGEMENT: pristions are available, and free o						
	revised 7/13/2022			Audite	or's Office App	proval_08 7/	25_

ADMINISTRATOR ACTION #22-100A:

Payment of Bills

County Administrator Bill Narducci approved the payment of regular purchase order bills and the "then and now" bills submitted for the week of July 25, 2022.

Vendor	Name	CK RUN	Invoice	PO Invoice	Amt	Status	Dept
1522	CENTURYLINK	072722	July business listin	20221424	6.00	Pending approval	420
1822	CONTINENTAL UTILITY	072722	R10491	20224728	7.90	Pending approval	422
1822	CONTINENTAL UTILITY	072722	R10971	20224730	9.60	Pending approval	422
1822	CONTINENTAL UTILITY	072722	R10675	20224729	11.70	Pending approval	422
999	GALLS, LLC	072722	021566977			Pending approval	438
7311	TAYLOR, JOHN K.	072722	022689			Pending approval	422
928	LEO MEYERS INC	072722	306876-01			Pending approval	438
928	LEO MEYERS INC		305069-01			Pending approval	438
999999	TAMMY WAMPLER	072722		,		Pending approval	404
999999	JOHN SHEALY	072722		, ,		Pending approval	404
	KRISTI JONES	072722		,		Pending approval	404
	KAREN WIEGANDT	072722		, ,		Pending approval	404
	STEVEN BUMGARNER	072722		,		Pending approval	404
	NICOLE PARROTT	072722		, ,		Pending approval	404 404
	JOSHUA GEER	072722		, ,		Pending approval	404
	JEFFREY HARMACEK	072722		,		Pending approval	404
	DEAN HENRY	072722		, ,		Pending approval	404
	SUSAN HEINO	072722		,		Pending approval Pending approval	404
999999		072722		,		Pending approval	404
	DEBRA BROKAW	072722		,		Pending approval	404
	CASSANDRA CONVERSE	072722 072722	161371	,		Pending approval	404
	TERRY STEVENSON	072722				Pending approval	404
	SCOTT BROWN CYNTHIA SZABO	072722				Pending approval	404
	SAMANTHA SCHAFFNER	072722				Pending approval	404
	SUSAN DUCKWORTH	072722				Pending approval	404
	ADAM MAYNARD	072722				Pending approval	404
	JILL PECHIN	072722				Pending approval	404
	ERIC SMITH	072722			20.00	Pending approval	404
	MACINE UNDERHILL	072722			20.00	Pending approval	404
	CHERYL HITCHCOCK	072722			20.00	Pending approval	404
	TAMMY PENHORWOOD	072722	161538	Jury Duty	20.00	Pending approval	404
999999	ANDREA ALEXIS	072722	161539	Jury Duty	20.00	Pending approval	404
999999	MARK SAYERS	072722	161540	Jury Duty	20.00	Pending approval	404
999999	MARY MAYER	072722	161541	Jury Duty	20.00	Pending approval	404
999999	BETHANY BENTZ	072722	161542	Jury Duty	20.00	Pending approval	404
999999	SHELLEY STOVER	072722	161543	Jury Duty	20.00	Pending approval	404
999999	BRANDON KELLEY	072722	161551	Jury Duty	20.00	Pending approval	404
999999	ANDREW BOWMAN	072722	161552	Jury Duty	20.00	Pending approval	404
999999	KRISTEN ZAVAR	072722	161554	Jury Duty	20.00	Pending approval	
999999	JOY KISE	072722	161555	Jury Duty	20.00	Pending approval	
999999	BRYAN SPEASMAKER	072722	161556	Jury Duty		Pending approval	
999999	JOSHUA ARE		161559	Jury Duty		Pending approval	
999999	HEIDI DELONG	072722	161561	Jury Duty		Pending approval	
999999	ISAAC GREEN		161562	Jury Duty		Pending approval	
999999	DAWN RIGGS	072722	161563	Jury Duty	20.00	Pending approval	404

Vendor	Name	CK RUN	Invoice	PO	Invoice Amt	Status		Dept
999999	KEVIN PORTER	072722	161564	Jury Duty	20.00	Pending	approval	404
999999	MATTHEW SMITH	072722	161565	Jury Duty	20.00	Pending	approval	404
999999	LORIE SPAIN	072722	161568	Jury Duty	20.00	Pending	approval	404
999999	BRYAN MCCLAIN	072722	161569	Jury Duty	20.00	Pending	approval	404
999999	ROBERT CROUSO	072722	161571	Jury Duty	20.00	Pending	approval	404
999999	CLARA BAKER	072722	161572	Jury Duty		_	approval	404
999999	SUSAN CONNOR	072722	161573	Jury Duty	20.00	Pending	approval	404
999999	GINA HUNTER	072722	161574	Jury Duty	20.00	Pending	approval	404
999999	ARLENE YOUNG	072722	161575	Jury Duty	20.00	Pending	approval	404
999999	KRISTINA WILLS	072722	161576	Jury Duty	20.00	Pending	approval	404
999999	RACHEL HEDGES	072722	161578	Jury Duty		_	approval	404
999999	MICHAEL TODD	072722	161579	Jury Duty	20.00	Pending	approval	404
999999	TIMOTHY ROSE	072722	161580	Jury Duty	20.00	Pending	approval	404
999999	KRYSTAL WESTENDORF	072722	161581	Jury Duty	20.00	Pending	approval	404
999999	SHANE HOVIS	072722	161582	Jury Duty	20.00	Pending	approval	404
999999	MARY ANN MANION	072722	161583	Jury Duty	20.00	Pending	approval	404
999999	SHELLEY SMITH	072722	161584	Jury Duty	20.00	Pending	approval	404
999999	DOE JORDAN	072722	161585	Jury Duty	20.00	Pending	approval	404
999999	NICHOLAS MCCANDLISH	072722	161586	Jury Duty		_	approval	404
999999	KATHLEEN CHAMBERS	072722		Jury Duty			approval	404
999999	JACOB CARSON	072722		Jury Duty	20.00	Pending	approval	404
	TIFFANY WEST	072722	161589	Jury Duty		_	approval	404
	GRETCHEN SULLIVAN	072722		Jury Duty		_	approval	404
	ANDREA FREUDERMAN	072722	161591	Jury Duty		_	approval	404
	BETHANI COBB	072722		Jury Duty			approval	404
	CHELSEA THOMPSON	072722		Jury Duty			approval	404
	JESSICA LANKA	072722		Jury Duty		_	approval	404
	JOHN SIMS	072722		Jury Duty		_	approval	404
1127	QUILL CORPORATION		26190767	20221670		-	approval	426
3875	BUCKEYE WESTERN STAR		P010122479:01	20224833		_	approval	422
	VOSS BROTHERS INC.		03-376164	20224726		_	approval	422
1127	QUILL CORPORATION	072722	26142692	20221670		_	approval	426
2245	RICHWOOD BANKING VIS	072722	MOps June22	20224846			approval	422
	O-SUN COMPANY	072722		20224705		_	approval	438
521	MASI		2300247	20220662		-	approval	422
	CENTURYLINK		Toll Free 7.9-8.8	20221360		-	approval	420
	SHARP, MADISON		CPR class	20224813			approval	420
128	MEMORIAL HOSPITAL UN		07132022-01	20224794		_	approval	420
	AT&T MOBILITY		287313221444X0719202	20222031		_	approval	472
6354	KRAMER ENTERPRISES,	072722		20220610			approval	470
	OHIO SCHOOL RESOURCE	072722		20224630		-	approval	438
	VANCO PAYMENT SOLUTI		12497138	20220663			approval	
	VANCO PAYMENT SOLUTI		12576928	20220663			approval	422
	VANCO PAYMENT SOLUTI		12417264	20220663			approval	422
	MASI		2300071	20220662		_	approval	422
35	BOB CHAPMAN FORD INC	072722	6/33/	20220219	64.99	Pending	approval	438

Vendor	Name	CK RUN	Invoice	PO	Invoice Amt	Status	Dept
2119	GORDON FLESCH COMPAN	072722	IN13818525	20220362	69.52	Pending approval	438
1127	QUILL CORPORATION	72722	26407250	20221246	69.99	Pending approval	414
928	LEO MEYERS INC	072722	305069-03	20217499	79.00	Pending approval	438
35	BOB CHAPMAN FORD INC	072722	67373	20220219	79.99	Pending approval	438
521	MASI	072722	2290460	20220662	80.05	Pending approval	422
3328	WATSON, VICKI	072722	1444	20224798	83.00	Pending approval	420
8023	CBTS LLC	072722	7236888-07102022	20221436	89.63	Pending approval	420
928	LEO MEYERS INC	072722	305069-02	20217499	92.00	Pending approval	438
1534	US BANK	072722	476772587	20222484	94.08	Pending approval	404
8419	WESLEY, AMY	072722	161351	20224763	100.00	Pending approval	404
7930	GUARDIAN ALLIANCE	072722	16144	20220349	100.00	Pending approval	438
8835	HANKS, EMILY	072722	2022 PRC B2S program	20224782	100.00	Pending approval	420
108	MCAULIFFE'S INC	072722	382449	20224800	103.86	Pending approval	420
1522	CENTURYLINK	072722	320148815 Jul22	20220777	108.97	Pending approval	470
35	BOB CHAPMAN FORD INC	72722	67144	20224820		Pending approval	414
1448	FASTENAL COMPANY	072722	OHDEA73164	20224595	127.79	Pending approval	422
7244	MCDONALD, NICOLE R	072722	44	20217235	135.00	Pending approval	426
1123	ZANDER PEST CONTROL	072722	40577	20220619	140.00	Pending approval	470
38	CITY OF MARYSVILLE	072722	22-223, 22-224	20224790	144.00	Pending approval	420
5167	LEADS, INC.	072722	NT23-0051	20221362	150.00	Pending approval	420
8592	MARA LAW	072722	06.2022 travel	20224808	153.78	Pending approval	420
928	LEO MEYERS INC	072722	306876-02	20218029	165.98	Pending approval	438
451	SMART OIL COMPANY	072722	6320843	20222337	178.54	Pending approval	404
1534	US BANK	072722	476651245	20220623	195.43	Pending approval	470
6374	CORE AND MAIN LP	072722	R112546	20224419	196.51	Pending approval	422
8825	MICHAEL, AMBER	072722	2022 PRC B2S	20224812	200.00	Pending approval	420
1068	SLONE-SCOTT, ROBERTA	072722	2022 PRC B2S program	20224784	200.00	Pending approval	420
8643	TAYLOR TIRE COMPANY	072722	87025	20224555	200.85	Pending approval	422
100	SOUTHEASTERN EQUIPME	072722	A65103	20224832	210.30	Pending approval	422
2119	GORDON FLESCH COMPAN	72722	13814928	20221240	211.00	Pending approval	414
5451	REDWOOD TOXICOLOGY L	072722	12147520226	20224796	218.50	Pending approval	420
3231	ALLEN, YURASEK, MERK	072722	2022PG011	20224799	236.25	Pending approval	426
516	SILCO FIRE PROTECTIO	7/27/22	2436560	20224752	244.50	Pending approval	410
3960	SOUTHERN COMPUTER WA	072722	INV00743656	20220196	257.75	Pending approval	438
2612	OHIO GFOA	072722	10088	20224774	260.00	Pending approval	404
1123	ZANDER PEST CONTROL	072722	40421	20220619	270.00	Pending approval	470
3271	SAFEGUARD BUSINESS S	07/27/22	035006868	20224451	271.56	Pending approval	410
4353	ASPHALT MATERIALS, I	072722	8013287634	20224834	275.00	Pending approval	422
2151	CERTIFIED LABS & SER	072722	20314	20224722	275.00	Pending approval	422
521	MASI	072722	2290489	20220662	279.75	Pending approval	422
8604	GENUINE PARTS COMPAN	072722	6302022	20220178	285.86	Pending approval	472
2943	MARATHON FLEET SERVI	072722	82293331	20220181	295.93	Pending approval	472
2084	MONTGOMERY COUNTY	072722	FTI000009656	20220222	300.00	Pending approval	438
8834	DAVIS, REBECCA ANN	072722	2022 PRC B2S program	20224783	300.00	Pending approval	420
4339	MISSION COMMUNICATIO	072722	1066672	20224727	310.00	Pending approval	422
2245	RICHWOOD BANKING VIS	072722	160848	20224355	318.51	Pending approval	404

Vendor		CK RUN	Invoice	PO	Invoice Amt Status	Dept
35	BOB CHAPMAN FORD INC	072722	67305	20220219	324.94 Pending approval	438
1123	ZANDER PEST CONTROL	072722	40576	20220619	350.00 Pending approval	470
1123	ZANDER PEST CONTROL	072722	40578,40419	20222595	410.00 Pending approval	420
20	UNITED PATIENT CARE	072722	7/14/2022 Rollator	20224793	425.00 Pending approval	420
3617	OAM	072722	7-18-22 Rinehart	20224741	450.00 Pending approval	426
8335	BREEZELINE	072722	161355	20222013	453.65 Pending approval	404
692	MARYSVILLE ANIMAL CA	072722	9088	20220226	472.71 Pending approval	438
8828	JARRELL, BREANNA	072722	2022 PRC Covid	20224811	500.00 Pending approval	420
8836	DAVIDSON, SHAWN C	072722	2022 PRC Covid	20224816	500.00 Pending approval	420
4899	OHIO PEACE OFFICER T	072722	2022-2400	20220213	500.00 Pending approval	438
1338	GRAPHIC STITCH INC	072722	39471	20224815	515.60 Pending approval	420
1123	ZANDER PEST CONTROL	072722	40575	20220619	525.50 Pending approval	470
1127	QUILL CORPORATION	7/27/22	26029515	20221300	536.90 Pending approval	410
38	CITY OF MARYSVILLE	072722	MOps June22	20220643	540.75 Pending approval	422
7778	STEPMOBILE	72722	2674	20224821	542.23 Pending approval	414
4605	SILLING ASSOCIATES	072722	5895	20217584	575.21 Pending approval	412
8837	FERGUSON, TIFFANY M	072722	2022 PRC, B2S	20224785	600.00 Pending approval	420
7086	GRADY, GINA	072722	Respite 6.2022	20224792	616.00 Pending approval	420
6374	CORE AND MAIN LP	072722	R125485	20224417	625.00 Pending approval	422
2938	GOVERNMENT FORMS	7/27/22	0333145	20224751	647.00 Pending approval	410
5451	REDWOOD TOXICOLOGY L	72722	11875920226	20224822	688.12 Pending approval	414
1414	TREASURER STATE OH	072722	23200196	20223195	829.15 Pending approval	404
272	MERCY MEMORIAL HOSPI	072722	161261	20220489	863.14 Pending approval	438
1177	NAPIER TREE SERVICE	072722	8690	20224765	1,000.00 Pending approval	422
7858	QUADIENT, INC.	072722	59401070	20224814	1,017.42 Pending approval	420
7392	ASE FEED AND SUPPLY	072722	192839	20224568	1,027.56 Pending approval	422
1045	JOHNSON CONTROLS	072722	37611597	20223147	1,048.13 Pending approval	470
1045	JOHNSON CONTROLS	072722	37611598	20223144	1,226.96 Pending approval	470
557	SHELLY MATERIALS INC	072722	2417734	20224837	1,228.42 Pending approval	422
8830	O-SUN COMPANY	072722	9016	20224817	1,279.03 Pending approval	438
323	CITY OF DUBLIN	072722	3284	20220641	1,386.28 Pending approval	422
6773	UNION COUNTY GUARDIA	072722	2022-93	20221232	1,750.00 Pending approval	420
6813	BLUE, ESQ.,ROBERT M.	72722	161498	20221249	2,050.00 Pending approval	414
	WASHINGTON AUTO PART	072722	June22	20220556	2,221.25 Pending approval	422
5207	UNION COUNTY PERSONA		2022 Q2 Grant	20221264	2,500.00 Pending approval	420
451	SMART OIL COMPANY	072722		20220644	2,544.75 Pending approval	422
7923	MARYSVILLE PUBLIC	072722	Q2 2022 Grant	20221226	2,718.40 Pending approval	420
52	DAYTON POWER & LIGHT	072722	4923131934Jun22	20220751	2,886.97 Pending approval	470
	CENTURYLINK	072722	302449884Jul22	20220777	3,011.70 Pending approval	470
	TISCH, TERRI L. BLOO	072722	19CR0239	20224773	3,298.00 Pending approval	404
	SMART OIL COMPANY	072722	102935	20220644	4,065.25 Pending approval	422
9858	WEX BANK	072722	82430723	20224840	4,352.95 Pending approval	420
	TURNING POINT	072722		Dir. Exp.	4,494.00 Pending approval	404
	SHELLY MATERIALS INC		2417733	20224835	4,763.59 Pending approval	422
	SMART OIL COMPANY	072722		20220644	6,125.00 Pending approval	422
1873	PARR PUBLIC SAFETY E	072722	INV87767	20220842	6,629.16 Pending approval	438

UNION COUNTY COMMISSIONERS JOURNAL 2022 July 27, 2022

Vendor	Name	CK RUN	Invoice	PO	Invoice Amt	Status	Dept
6170	MONTGOMERY COUNTY CO	072722	FT1000009786	20223721	7,000.00	Pending approva	416
4401	BIOMETRIC INFORMATIO	072722	23562	20224475	8,100.00	Pending approva	420
8822	FORTERRA, INC.	072722	25139714	20222771	8,652.16	Pending approva	422
1873	PARR PUBLIC SAFETY E	072722	INV87700	20220846	9,335.76	Pending approva	438
4594	COUNCIL FOR UN CO FA	072722	SFY23 MSY10%	20224805	9,598.60	Pending approva	420
557	SHELLY MATERIALS INC	072722	2414972	20224724	14,643.75	Pending approva	422
557	SHELLY MATERIALS INC	072722	2418847	20224836	15,826.50	Pending approva	422
4569	WEX INC.	072722	82426038	20220202	16,680.70	Pending approva	438
8386	JENKINS, MARK	072722	2046	20224682	21,838.75	Pending approva	420
557	SHELLY MATERIALS INC	072722	2415881	20224725	27,084.94	Pending approva	422
8822	FORTERRA, INC.	072722	25139715	20222771	28,770.56	Pending approva	422

Bul Name 7.27.2022

* * *

ADMINISTRATOR ACTION NO. 22-101A:

Purchase of Service Contract – Forensic Fluids Laboratories, Inc. – ODJFS

PURCHASE OF SERVICE CONTRACT

This Contract is entered into this 9th day of August, 2022, by and between the BOARD OF COUNTY COMMISSIONERS, UNION COUNTY, OHIO actin through UNION COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES (hereinafter also referred to as the "Agency"), with an address of 940 London Avenue, Suite 1800, Marysville, Ohio 43040 and FORENSIC FLUIDS LABORATORIES, INC., a Michigan Corporation, (hereinafter also referred to as the "Provider"), with an address of 225 Parsons Street, Kalamazoo, Michigan 49007.

In consideration of the mutual benefits accruing to each party, the Provider and the Agency hereby agree as follows:

- (1.) <u>Purchase of Services</u>. Subject to the terms and conditions set forth in this Contract, the Agency agrees to purchase, and the Provider agrees to provide oral fluid drug testing services to the Agency, which include, but are not limited to providing an oral fluid kit for collecting an oral fluid sample from clients, screening the sample, confirming the positive screen with the latest and most sensitive drug confirmation technology, and reporting the results of the sample/screen to the Agency in a quick and confidential manner.
- (2.) Contract Term. The Provider understands that services will be provided from <u>August 9, 2022</u> (hereinafter the "Start Date") through <u>August 16, 2024</u> (hereinafter the "End Date"), inclusive, unless otherwise terminated.

If state and/or federal reimbursement is no longer available to the Agency, therefore requiring changes or termination of this Contract, such changes or termination for this reason will be effective on the date that state and/or federal reimbursement is no longer available or later, as otherwise stipulated by the Agency.

- (3.) Scope of Services. The Provider agrees to provide services to the Agency as are detailed in Exhibit "A" which is attached to this Contract and incorporated as if fully rewritten herein.
- (4.) <u>Limitations</u>. The Provider warrants the following: (a.) Any costs incurred pursuant to this Contract will not be allowable or included as a cost of any other federally financed program in either the current or a prior period; (b.) No medical or Medicaid reimbursable services shall be provided through this Contract; (c.) Claims made to the Agency for payment of the purchases services shall be for actual services rendered and do not duplicate claims made by the Provider to other sources of funds for the same services; and (c.) Rates charged under this Contract do not exceed the rates charged to other individuals or organizations for the same services.
- (5.) Cost and Delivery of Purchased Services. Subject to the limitations specified in Paragraph (3.) above, the amount paid for such purchased services will be by a fixed unit rate and based upon the following criteria:
 - A. The total dollar amount of this Contract will not exceed \$10,000.00.
 - B. The Provider understands that payment for all services provided in accordance with the provisions of this Contract depends upon the availability of state and federal funds.

The Provider shall submit an invoice to the Agency monthly, within fifteen (15) business days following the last day of the month. The Agency agrees to review the invoices and authorize payment, with adjustments, if any, for services provided within thirty (30 business days after the receipt of the invoice. In the event of an overpayment, the Provider agrees to repay the Agency the amount to which it was not entitled within fifteen (15) days after the date of the discovery of the overpayment. Invoices will be mailed to the Agency at 940 London Avenue, Suite 1800, Marysville, Ohio 43040.

The compensation set forth in this section shall constitute the sole and exclusive consideration offered or furnished by the Agency for performance of services by the Provider. The Agency shall make no payments on behalf of the Provider into any fringe benefit programs nor withhold any money from the Provider's compensation for any federal, state, or local taxes, or for any other purpose. The Provider shall be responsible for payment of all federal, social security, worker's compensation, unemployment compensation, Medicare and/or any other state or federal withholdings associated with this Contract.

- (6.) <u>Independent Contractor Status</u>: The Provider understands that as a contractor it is considered an independent contractor and therefore, is not an agent or a representative of the Agency. As an employer, the Provider understands that it is responsible for complying with the requirements and activities involved in the employment process. Such activities include, but are not limited to the following:
 - Reporting earned income for services for income tax purposes
 - · Paying social security
 - Establishing and contributing to a retirement plan, if desired
 - Purchasing liability, hospitalization, and other insurance coverage, if desired, for its employees; or
 - Paying worker's compensation

The Provider has the right to determine its own working hours, the location of the performance of its job responsibilities and to determine the method and timeline for its service delivery.

- (7.) Entire Agreement. Termination of Contract. This Contract represents the entire agreement between the parties and neither party shall be bound by any stipulations, representations, agreements or promises, oral or otherwise, not contained in this Contract. This Contract may be terminated by the Provider or the Agency upon thirty (30) days written notice to the other party. Failure to honor the terms of this Contract and /or related state, federal, or local regulations shall result in the immediate termination of this Contract after written notice is provided to the party who is noncompliant.
- (8.) Confidentiality. All information passing between the Provider, its employees, agents or representatives, and the Agency, its employees and/or agents in providing services pursuant to the terms of this Contract shall be strictly confidential. The Provider agrees that the use or disclosure by any party of any information provided by the Agency for any purpose not directly related with the administration of the responsibilities of the Agency or the Provider with respect to the purchased services is strictly prohibited.
- (9.) Compliance with Federal, State, and Local Law. The Provider agrees to comply and maintain compliance with state, federal and local regulations which govern the provision of services to the Agency or its designees. The Provider's test facility and staff are, and shall remain, duly licensed under applicable law necessary to perform the testing required by this Contract. Reasonable documentation of such licensure shall be provided to the Agency upon request.
- (10.) Notices. Any notice required or permitted to be given to a party under the provision of this Contract shall be deemed given if mailed by certified or registered United States mail, return receipt requested, to the address of each party set forth at the beginning of this Contract.
- (11.) <u>Validity of Provisions</u>. In the event any provision of this Contract is determined to be invalid, void, or otherwise unenforceable, that determination shall not affect the remaining part or

portions of that provision, or any other provision, of this Contract. This Contract and its terms and conditions shall be governed by the laws of the State of Ohio.

General Provisions. The Agency and the Provider agree that in the performance of this Contract, there shall be no discrimination against any individual or any employee because of race, color, gender, religion, age, national origin, or disability as specified in the Civil Rights Act of 1964 and subsequent amendments. It is further agreed that the Provider will fully comply with all appropriate federal and state laws regarding such discrimination and the right to and method of appeal will be made available to all persons served under this Contract.

The Provider understands that this written agreement supersedes all oral agreements.

This Agreement may not be assigned, delegated, or transferred by either party without the written consent of the other party which shall not be unreasonably withheld or delayed; any unauthorized assignment, delegation or transfer shall be void.

No course of dealing between the Agency and the Provider, and/or any delay by a party in exercising its respective rights under this Contract shall operate as a waiver of any of the rights of such party hereunder, and no express waiver shall affect any condition, covenant, rule or regulation other than the one specified in such waiver and only for the time and in the manner specifically stated in such waiver.

This Contract may be amended or modified upon the agreement of the parties only if the amendment or modification is in writing and signed by all the parties to the Contract. This Contract shall also be governed by the laws of the State of Ohio.

Indemnification. The Provider shall defend, indemnify, and hold harmless the Agency, (13.)Union County, its elected officials, their agents, and employees from and against any and all claims, loss, damage, injury, and cost resulting from or arising out of any negligent acts or omissions or willful misconduct of the Provider or its employees or agents in connection with the Provider's obligations in this Contract.

WITNESS our agreement with the terms and conditions of this Contract on the date set forth above by our signatures below.

FORENSIC FLUIDS LABORATORIES, INC. OF JOB AND FAMILY SERVICES

Bridget Lorenz Lemberg JULT 2022 DateUNION COUNTY DEPARTMENT

Sue Ware, Director Date:

BOARD OF COUNTY COMMISSIONERS UNION COUNTY, OHIO

William A, Narducci, County Administrator 7.21.22

Approved as to form

Thayne D. Gray Thayne D. Gray, Asst. Pros. Atty.

July 14, 2022

^{*}Received Mitchell Highlands – Preliminary Plat Extension on July 26, 2022.

^{*}Received Industrial Parkway Data Center Campus – Preliminary Plat on July 26, 2022.

^{*}Received Mitchell Highlands, Section 4 – Final Plat on July 26, 2022

- * County Administrator Bill Narducci provided the following updates:
 - Staff: Ginger Yonak will be returning from vacation on Friday, July 29, 2022.
 - On July 25, 2022, Mr. Narducci and Commissioner Schmenk had a discussion with Samsung representatives regarding their solar project. Samsung provided general updates. Mr. Narducci stated that the county conveyed concerns about drainage and fencing. Samsung talked about their schedule and the PJM resetting process. It sounds like there will be a delay for them. In terms of the projected schedule, they are looking at 2026 before solar construction would begin with the solar substation commencing in 2025.
 - At next week's regular session, John Popio will be present to discuss the Airport Master Plan, which they have been working on for at least 18 months.
 - On July 28, 2022, Mr. Narducci will be attending the Ohio Communities in Support of Japanese Investment Meeting. This is a quarterly meeting led by Eric Phillips and some other counties to further Japanese companies' investments in the community.
 - Commissioner Robinson stated that he would like to understand the PJM concept. Samsung is saying that will affect what they do, but they are saying they are grandfathered.
 - Mr. Narducci stated that they have not fully completed the process through PJM.

*Assistant Prosecutor Thayne Gray provided the following updates:

- He has been working with Ms. Rayl and Mr. Narducci on potential employment issues.
- Things have been quiet in his office as approximately one-third of attorney staff is out for a conference.

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

- Discussions on budget processes will be commencing soon. Meetings with individual offices will be held and Commissioner Robinson will be joining them tentatively the first half of every Thursday, noting that Commissioner Robinson will be attending LUC meetings one Thursday a month.
- Last week, the Board created a fund for OneOhio. She and Mr. Narducci have been discussing how to organize the fund. She will provide more information to the board when they finalize the details.

*Clerk Sara Early provided the following update:

- Savannah Allen and Beau Michael will be appointed by the Mental Health & Recovery Board on August 18, 2022 at 7:30 a.m.
- Commissioner Burke stated that he will attend that meeting.

* * *

*Commissioner Dave Burke provided the following updates:

- Dr. Phil Atkins vacancy leaves an opening on OneOhio. Holly Zweizig has stated that she would fill the position. Commissioner Burke stated that he is not sure what the formal process is for her appointment, but as funds get allocated, having input from Ms. Zweizig will be helpful.
- Mr. Narducci stated that there was never any formal action on the appointment of Dr. Atkins, so he will explore that and make sure Ms. Zweizig is appointed appropriately.
- Commissioner Burke stated that the Board received Howard Fleeter's report for Cadence and Acciona. He thanked Mr. Fleeter for his work. This is a very complicated matter and it is helpful to have additional facts. That document is available to the public.
- Commissioner Schmenk asked if the report could be sent to the Richwood School Board.

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• Commissioner Burke stated that he met with Samsung and Eric Phillips on July 25, 2022, for a status update although there was basically nothing new to report.

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*Commissioner Christiane Schmenk provided the following updates:

- She attended the Board of Development Disabilities ribbon cutting after session last week. She was very impressed with the renovation of their space. They had talked about needing a new facility prior to Covid, but have since had some employees working remotely. They did a very efficient job creating floating workspaces and nice conference rooms.
- On July 22, 2022, she and Mr. Narducci attended a local meeting to discuss the mobility plan that is required due to ODOT, MORPC and federal grant funding. She will provide additional information soon.
- She had a conversation yesterday with the head of the Marysville Farmers Market. She had received an email regarding a concern pertaining to the Richwood Farmers Market. She is hoping things will be fine and will keep the Board posted.
- On July 28, 2022, she will be attending the Ohio Communities in Support of Japan meeting, which Mr. Narducci referred to in his report. Eric Phillips organizes these meetings, and the goal is to show support for Honda and other Asian owned businesses in the area.
- The CEBCO board meeting will be held July 29, 2022, and they will discuss keeping premiums low.
- Ms. Rayl stated that it would be helpful for the budget process if CEBCO could provide an estimate on the premiums.

* * *

*Commissioner Steve Robinson provided the following updates:

- Sunday, he went to Miami University where he was honored to give the welcome address for the National Conservation Program, which reaches approximately 100,000 children annually.
- He had a discussion with Mark Watkins at Solar Water about drainage. It was not exactly what the county wanted, but he thinks it is covering the bases.
- Mr. Narducci stated that the public hearing date and time has not been solidified to discuss the energy projects, but they are planning on August 9. Notice will go out today or tomorrow.

^{*}Commissioner Robinson recessed the meeting at 9:06 a.m.

^{*}Commissioner Robinson reconvened the meeting at 9:32 a.m.

Bid Opening - Pavement Marking - Engineer

The following bids were received at 9:30 a.m. and opened and read aloud immediately after:

Griffin Pavement Striping, LLC 2383 Harrison Road Columbus, OH 43204	\$106,436.42	Total Bid
A&A Safety 1126 Ferris Road Amelia, OH 45102	\$135,708.79	Total Bid
Dura Mark, Inc. 11384 Chamberlain Road Aurora, OH 44202	\$109,346.07	Total Bid

^{*}Jeff Stauch, Engineer was present for the bid opening. He stated that this project will have to be rebid because all bids were more than 10% over.

* * *

*Representatives from Cadence Solar. In remote attendance were: Christine Pirik (Of Counsel); Jonathan Kramer, Analyst, Renewable Development; Erin Saal, Associate, Renewable Development; Ryan Van Portfliet, Senior Manager, Renewable Development; and Daniel Ford, Invenergy Outreach.

- Ms. Saal stated that they would like to discuss the Cadence PILOT. Since the public hearing in April and the exchange of information since then, they are wanting to better understand where they stand now with the Cadence PILOT and if the Board is ready to schedule a resolution and vote or are there other things to work through. They knew the report from Howard Fleeter was a key work in this process.
- Commissioner Robinson stated that he does not really have an answer. Under the Acciona project, there is a timeline
- Ms. Saal stated that the other part of their process is the application to the Department of Development that administers the program of which PILOT is a part. There is a 30 day timeline with the application, and they want to tie it into a timeframe that works for everyone. They have not done the application yet. She asked if the county needs anything additional from them before they submit the application.
- Commissioner Burke stated from a process point of view, in order to engage in a PILOT, the company has to request a PILOT. They cannot just grant the PILOT unless it is requested.
- Ms. Saal stated once they have submitted the application, the Ohio Department of Development will notify the commissioners that they have received it and give them a timeline.
- Commissioner Burke stated that the Fleeter report gave them information regarding the school formula. He asked the Cadence representatives when they think they will post application and request for PILOT.

^{*}Commissioner Robinson recessed the meeting at 9:37 a.m.

^{*}Commissioner Robinson reconvened the meeting at 9:59 a.m.

- Ms. Saal stated that she hopes by the end of the calendar year.
- Mr. Van Portfliet stated that in projects past, they broach the ideas with the county commissioners and then begin to discuss what goes into the PILOT and its impacts before they actually go to the Ohio Department of Development. He stated that they would like to move forward within the next 30 60 days, which puts them behind the Acciona project which is acceptable to them.
- Commissioner Schmenk thanked them for their continuing dialog. She thinks that the regulatory clock does create a more systematic approach which would be something to consider.
- Mr. Van Portfliet stated that they looked at the Fleeter report and have no areas of contention. If the board has any questions, they are ready to answer them before they move forward with the PILOT and the project. In response to a question by Commissioner Burke, Mr. Van Portfliet stated that they will be requesting a PILOT.
- Commissioner Burke stated that the Fleeter report is out, the impact on the North Union School District is known and the board always wants public input. He stated that he is not sure how to respond until a request is made. In response to a question by Mr. Van Portfliet, Commissioner Burke stated that North Union School District is primarily agricultural land within the CAUV Program, which is nominal because of tax structure and the rest is residential. There is not a lot of commercial development in the NUSD. Increasing taxes for people who do not want solar projects is a strong negative. The Marysville School District is much more diverse and has a larger operating budget. Some of these solar projects are not in the Marysville School District. It is fair to say that over the next 35 years, North Union's growth will probably be greater than Marysville. Long term impact to the NUSD would be way more significant than to the Marysville School District if there is a negative impact. The formula and utility laws are complex.

As there was no other business before the board, Commissioner Robinson adjourned the meeting at 10:17 a.m.

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The Proceeding Minutes were Read and Approved August 3, 2	2022.
	Steve Robinson Commissioner
	Dave Burke Commissioner
	Christiane Schmenk Commissioner
Sara Early, Clerk to the Board	