

UNION COUNTY COMMISSIONERS JOURNAL 2016


June 2, 2016

The Union County Commissioners met in regular session this 2nd day of June, 2016 with the following members present:

Charles Hall, President
 Steve Stolte, Vice President
 Eric Richter, County Administrator
 Letitia Rayl, Executive Assistant to the Board

ADMINISTRATOR ACTION #16-092A:**Transfer of Appropriations and/or Funds**

County Administrator Eric Richter approved the following transfers of appropriations and/or funds:



06/02/2016 08:08 erichter		Union County, OH v10.5 Live BUDGET AMENDMENTS JOURNAL ENTRY PROOF							P bgamdent	1
LN	ORG ACCOUNT	OBJECT PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION LINE DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET	ERR	
YEAR-PER JOURNAL EFF-DATE REF 1 REF 2 SRC JNL-DESC ENTITY AMEND										
2016	05	810	05/25/2016 1	BUA increase t	1					
1	16541008 550105		Cert Title Administration	TRAVEL REIMBURSEMENT		150.00	620.00	770.00		
	165.15.410.00.00.00000.0000.08.550105.			meetings in columbus rest of y 05/25/2016						
** JOURNAL TOTAL							620.00		Z	

06/02/2016 08:10

erichter

Union County, OH v10.5 Live

BUDGET AMENDMENTS JOURNAL ENTRY PROOF

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LN	ORG ACCOUNT	OBJECT PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION LINE DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET	ERR
YEAR-PER JOURNAL EFF-DATE REF 1 REF 2 SRC JNL-DESC ENTITY AMEND									
2016	05	814	05/26/2016	BUA T	1				
1	04140000 520100		Common Pleas	Common Pleas Supplies		28,065.34	-3,000.00	25,065.34	
	001.15.414.00.00.00000.0000.00.520100.			Decrease		05/26/2016			
2	04140000 530370		Common Pleas	Common Pleas Transcripts		14,500.00	3,000.00	17,500.00	
	001.15.414.00.00.00000.0000.00.530370.			Increase		05/26/2016			
** JOURNAL TOTAL							0.00		

UNION COUNTY COMMISSIONERS JOURNAL 2016

June 2, 2016

TRANSFER FORM5/31/2016 Tuesday (Due to the Auditor by noon Friday)

_____ Thursday (Due to the Auditor by noon Tuesday)

Department: DJFSDate: 5/26/16

RESOLUTION RE: TRANSFER OF FUNDS

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

From:	<u>PA</u>	<u>35001508</u>	<u>Facilities</u>	<u>A</u>	<u>530150</u>
	Fund Name	Org Number	Object Name	A / R	Object Number
To:	<u>General</u>	<u>04701024</u>	<u>Rent&Lease-Real Est</u>	<u>R</u>	<u>418001</u>
	Fund Name	Org Number	Object Name	A / R	Object Number
		Amount: \$	<u>38,133.81</u>		

From:	<u>PA</u>	<u>35001508</u>	<u>Subscription Fees</u>	<u>A</u>	<u>520155</u>
	Fund Name	Org Number	Object Name	A / R	Object Number
To:	<u>General</u>	<u>04120000</u>	<u>Cost Allocation</u>	<u>R</u>	<u>420116</u>
	Fund Name	Org Number	Object Name	A / R	Object Number
		Amount: \$	<u>14,623.26</u>		

From:	<u>CSEA</u>	<u>36342008</u>	<u>Other Expenses</u>	<u>A</u>	<u>520160</u>
	Fund Name	Org Number	Object Name	A / R	Object Number
To:	<u>General</u>	<u>04120000</u>	<u>Cost Allocation</u>	<u>R</u>	<u>420116</u>
	Fund Name	Org Number	Object Name	A / R	Object Number
		Amount: \$	<u>823.02</u>		

From:	_____	_____	_____	_____	_____
	Fund Name	Org Number	Object Name	A / R	Object Number
To:	_____	_____	_____	_____	_____
	Fund Name	Org Number	Object Name	A / R	Object Number
		Amount: \$	_____		

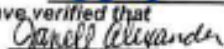
Reason for Request:

Apr-Jun 16 Lease Pmt (Ste 1500, 1700, 1800)Apr-Jun 16 CAP (Cost Allocation Plan)Apr-Jun 16 CAP (Cost Allocation Plan)Approved by Administrator 

Roll call vote resulted as follows:

cc: Auditor
Originator
Originator File
Transfer FileCharles Hall
Gary Lee
Steve StolteC.J. 2016, Page -Date: 6-2-16

REQUESTER ACKNOWLEDGEMENT:

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

revised 5/26/2016

Auditor's Office Approval 

UNION COUNTY COMMISSIONERS JOURNAL 2016

June 2, 2016

TRANSFER FORM

5/31/16 Tuesday (Due to the Auditor by noon Friday) _____ Thursday (Due to the Auditor by noon Tuesday)

Department: DJFS Date: 5/26/16**RESOLUTION RE: TRANSFER OF FUNDS**A motion was made by _____ and seconded by _____
to approve the following transfer (s):

From:	<u>WIA</u>	<u>371JWAAD</u>	<u>Adult</u>	<u>A</u>	<u>550100</u>
	Fund Name	Org Number	Object Name	A / R	Object Number
To:	<u>General</u>	<u>04120000</u>	<u>Cost Allocation</u>	<u>R</u>	<u>420116</u>
	Fund Name	Org Number	Object Name	A / R	Object Number
		Amount: \$	175.26		

From:	<u>WIA</u>	<u>371JWADW</u>	<u>WIA Dislocated Worker</u>	<u>A</u>	<u>550100</u>
	Fund Name	Org Number	Object Name	A / R	Object Number
To:	<u>General</u>	<u>04120000</u>	<u>Cost Allocation</u>	<u>R</u>	<u>420116</u>
	Fund Name	Org Number	Object Name	A / R	Object Number
		Amount: \$	175.23		

From:	<u>WIA</u>	<u>371JWAYO</u>	<u>WIA Youth</u>	<u>A</u>	<u>550100</u>
	Fund Name	Org Number	Object Name	A / R	Object Number
To:	<u>General</u>	<u>04120000</u>	<u>Cost Allocation</u>	<u>R</u>	<u>420116</u>
	Fund Name	Org Number	Object Name	A / R	Object Number
		Amount: \$	175.26		

From:	_____	_____	_____	_____	_____
	Fund Name	Org Number	Object Name	A / R	Object Number
To:	_____	_____	_____	_____	_____
	Fund Name	Org Number	Object Name	A / R	Object Number
		Amount: \$			

Reason for Request:CAP 4-6/16 (Cost Allocation Plan)CAP 4-6/16 (Cost Allocation Plan)CAP 4-6/16 (Cost Allocation Plan)Approved by Administrator *[Signature]***Roll call vote resulted as follows:**cc: Auditor
Originator
Originator File
Transfer File

Charles Hall _____

Gary Lee _____

Steve Stolte _____

C.J. 2016, Page —Date: 6-16-2-16**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): *[Signature]*

revised 5/25/2016

Auditor's Office Approval *[Signature]*

UNION COUNTY COMMISSIONERS JOURNAL 2016

June 2, 2016

TRANSFER FORM5/31/2016 Tuesday (Due to the Auditor by noon Friday) Thursday (Due to the Auditor by noon Tuesday)Department: DJFSDate: 5/26/16**RESOLUTION RE: TRANSFER OF FUNDS**A motion was made by _____ and seconded by _____
to approve the following transfer (s):

From:	<u>WIA</u>	<u>371JWAAD</u>	<u>WIA Adult</u>	<u>A</u>	<u>550100</u>
	Fund Name	Org Number	Object Name	A / R	Object Number
To:	<u>PA</u>	<u>35008008</u>	<u>Local</u>	<u>R</u>	<u>450106</u>
	Fund Name	Org Number	Object Name	A / R	Object Number
		Amount: \$	<u>4,079.10</u>		

From:	_____	_____	_____	_____	_____
	Fund Name	Org Number	Object Name	A / R	Object Number
To:	_____	_____	_____	_____	_____
	Fund Name	Org Number	Object Name	A / R	Object Number
		Amount: \$	_____		

From:	_____	_____	_____	_____	_____
	Fund Name	Org Number	Object Name	A / R	Object Number
To:	_____	_____	_____	_____	_____
	Fund Name	Org Number	Object Name	A / R	Object Number
		Amount: \$	_____		

From:	_____	_____	_____	_____	_____
	Fund Name	Org Number	Object Name	A / R	Object Number
To:	_____	_____	_____	_____	_____
	Fund Name	Org Number	Object Name	A / R	Object Number
		Amount: \$	_____		

Reason for Request:One Stop ODJFS Invoice for Jan-Mar 16Approved by Administrator 


Roll call vote resulted as follows:

cc: Auditor
Originator
Originator File
Transfer File

Charles Hall _____

Gary Lee _____

Steve Stolte _____

C.J. 2016, Page -Date: 6-2-16**REQUESTER ACKNOWLEDGEMENT:***I have reviewed the above-referenced accounts and have verified that appropriations are available, and free of prior encumbrances (including blanket purchase orders):* 

revised 5/26/2016

Auditor's Office Approval 

UNION COUNTY COMMISSIONERS JOURNAL 2016

June 2, 2016

TRANSFER FORM

_____ Tuesday (Due to the Auditor by noon Friday) X Thursday (Due to the Auditor by noon Wednesday)

Department: Sheriff

Date: 5/31/2016

RESOLUTION RE: TRANSFER OF APPROPRIATIONS AND/OR FUNDS

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

From:	Mental Health & Recovery Board	310MH211	Contracts/Agencies	A	530100
	Fund Name	Org Code	Account Name	A / R	Object Code
To:	General	04380000	Sheriff's Fees	R	420104
	Fund Name	Org Code	Account Name	A / R	Object Code
		Amount: \$	14.00		

From:	Mental Health & Recovery Board	310MH211	Contracts/Agencies	A	530100
	Fund Name	Org Code	Account Name	A / R	Object Code
To:	Rotary	20943808	Other Receipts	R	420107
	Fund Name	Org Code	Account Name	A / R	Object Code
		Amount: \$	6.00		

From:	_____	_____	_____	_____	_____
	Fund Name	Org Code	Account Name	A / R	Object Code
To:	_____	_____	_____	_____	_____
	Fund Name	Org Code	Account Name	A / R	Object Code
		Amount: \$	_____		

From:	_____	_____	_____	_____	_____
	Fund Name	Org Code	Account Name	A / R	Object Code
To:	_____	_____	_____	_____	_____
	Fund Name	Org Code	Account Name	A / R	Object Code
		Amount: \$	_____		

Reason for Request:

Reimburse cruiser fee for a patient transport to the Ohio Hospital for Psychiatry on May 27, 2016.

Deputy Matt Warden completed the transport SB.

cc: Auditor
Originator
Originator File
Transfer File

Approved by Eric Richter
County Administrator

Roll call vote resulted as follows:

Charles Hall _____
Gary Lee _____
Steve Stolte _____

C.J. 2016, Page -

Date: 6-2-16

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

revised 5/31/2016

Auditor's Office Approval

UNION COUNTY COMMISSIONERS JOURNAL 2016

June 2, 2016

Received the following Certificates from the County Auditor this date:

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


Rev. Code, Sec 5705.39

County Auditor's Office, Union County, Ohio,

Marysville, Ohio, May 27, 2016

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 May 16, 2016 amended original estimate of resources for the fiscal year beginning January 1st, 2016, as determined by the Budget Commission of said County.


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

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

Fund:
165 – Certificate of Title

* * *

UNION COUNTY COMMISSIONERS JOURNAL 2016

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*Commissioners met this date with Randy Riffle, Chief Operations Office this date in regards to his regular meeting. Discussions were held on the following:

- Update on Ag Center project.
- Presented a change order for The Altman Company. Resolution to follow.
- Freedom Center punch list, few minor issues.
- Update on Clerk of Court satellite Title office.

* * *

RESOLUTION NO. 16-201:**Change Order – Multi Building Renovation Project**

The Commissioners do hereby approve the following:

- The Altman Company – Change order 017A \$4,054.83

Motion by Charles Hall and seconded by Steve Stolte that this resolution be adopted and was carried by the following vote:

Charles Hall, Yea
Steve Stolte, Yea

* * *

*Commissioners met this date with Randy Riffle, Chief Operations Office; Gary Wallace, Board of Elections; Brandon Clay, Board of Elections and Dale Bartow, Veterans Services this date. Discussions were held on the following:

- Freedom Center Open House planning for July 13, 2016 from 3:00 p.m. to 6:00 p.m.

* * *

*Commissioners met this date with Andy Smarra, Treasurer this date. Discussions were held on the following:

- Tax bills will be going out soon, Worknet will be doing the mailing again through DD.
- Land Bank update, still with the Prosecutor. Next steps will be to incorporate with the State and to finalize the bylaws and Board members. The Board is to consist of the Treasurer, two Commissioners, a representative from the largest municipality and a representative from the largest township.
- Costco TIFF update, still with the Prosecutor.
- Would like to discontinue the mail collection by his staff at the PO Box. This is an issue that will be addressed for this entire building due to the renovations and the requirements of the postal carrier. Treasurer is to contact Randy Riffle to work out the details.
- Would like an escort from the Sheriff's office to do the daily bank deposit, will be following up with the Sheriff.

* * *

UNION COUNTY COMMISSIONERS JOURNAL 2016

June 2, 2016

RESOLUTION NO. 16-202:**Disposition of Obsolete and/or Unserviceable Items – Common Pleas Court**

The Commissioners do hereby approve the following items for removal:



**COURT OF COMMON PLEAS
UNION COUNTY**

DON W. FRASER
JUDGE

DONALD R. JILLISKY
MAGISTRATE

JULIA SMITH
COURT ADMINISTRATOR
JSMITH@CO.UNION.OH.US

TAMMY KLEIBER
BAILIFF
TKLEIBER@CO.UNION.OH.US

HEIDI TANNER
DOMESTIC RELATIONS BAILIFF
HTANNER@CO.UNION.OH.US

KATHRYN L. WOLLENBURG, ESQ.
FORECLOSURE STAFF ATTORNEY
KWOLLENBURG@CO.UNION.OH.US

Tuesday, May 31, 2016

Honorable Gary Lee
Honorable Charles Hall
Honorable Steve Stolte
Board of Commissioners of Union County
County Office Building
233 West 6th Street
Marysville, OH, 43040

Re: Equipment Removal

Gentlemen:

As you are aware, in early 2016, we have upgraded the Jefferson Audio Video recording system in both courtrooms. The Court requests the authority to have the following equipment removed from the Courthouse:

- 2 – View Sonic monitors model #VS10945 – 1M (very large, used to show exhibits to jurors)
- 2 – View Sonic monitors model #VS11248 (small, used at counsel tables)
- 1 – Samsung overhead projector - our inventory tag #20294
- 1 – Extron video scan converter
- Various microphones
- Swing arm for monitor
- 2 – JAVS digital recorders
- 1 – JVC model #TM-A13SU
- 1 – JVC DVD player/audio/video receiver

The equipment is currently being stored in a conference room beside Courtroom #2. Thank you for your consideration.

Very truly yours,


Donald R. Jillisky, Magistrate

215 WEST FIFTH STREET | MARYSVILLE, OHIO 43040
TEL: 937.645.3015 | FAX: 937.645.3149 | WWW.CO.UNION.OH.US

Randy?


Motion by Charles Hall and seconded by Steve Stolte that this resolution be adopted and was carried by the following vote:

Charles Hall, Yea
Steve Stolte, Yea

* * *

UNION COUNTY COMMISSIONERS JOURNAL 2016

June 2, 2016

RESOLUTION NO. 16-203:

Transfers of Appropriations and/or Funds

The County Commissioners do hereby approve the following transfers of appropriations and/or funds:

TRANSFER FORM

X Tuesday (Due to the Auditor by noon Friday) Thursday (Due to the Auditor by noon Tuesday)

Department: UCSS Date: 5/27/16

RESOLUTION RE: TRANSFER OF FUNDS

A motion was made by Charles Hall and seconded by Steve Stolte
to approve the following transfer (s):

From: UCSS	36906708	Sales Tax Transportation	A	530840
Fund Name	Org Number	Object Name	A / R	Object Number
To: UCATS	36044508	Charge for Service	R	420107
Fund Name	Org Number	Object Name	A / R	Object Number
	Amount: \$			\$67,034.76

From:	Fund Name	Org Number	Object Name	A / R	Object Number
To:	Fund Name	Org Number	Object Name	A / R	Object Number
	Amount: \$				

From:	Fund Name	Org Number	Object Name	A / R	Object Number
To:	Fund Name	Org Number	Object Name	A / R	Object Number
	Amount: \$				

From:	Fund Name	Org Number	Object Name	A / R	Object Number
To:	Fund Name	Org Number	Object Name	A / R	Object Number
	Amount: \$				

Reason for Request:
1st Quarter Senior Transportation

Approved by County Administrator

Roll call vote resulted as follows:

cc: Auditor
Originator
Originator File
Transfer File

Charles Hall
Gary Lee
Steve Stolte

C.J. 2016, Page
Date: 6-2-16

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.

Soa B

CHA

Motion by Charles Hall and seconded by Steve Stolte that this resolution be adopted and was carried by the following vote:

Charles Hall, Yea
Steve Stolte, Yea

* * *

UNION COUNTY COMMISSIONERS JOURNAL 2016

June 2, 2016

* Commissioners met with Joy Padgett, Ohio EPA Division of Environmental & Financial Assistance; Pejmaan Fallah Ohio EPA Division of Environmental & Financial Assistance; Jeff Stauch, County Engineer; Bill Narducci, Engineer Supervisor; Jason Orcena, Health Commissioner; Mr. and Mrs. Dale Bowsher Magnetic Springs Village Council; Marcia Dreiseidel, Director of Environmental Health; Holly Rast, Sanitarian.

- Holly - 80% of the households have tile that lead directly into the creek. Ohio Wesleyan did testing 20 plus years ago.
 - EPA – Here to discuss the options of the Village and the County to work together to proactively work on the project. Principal forgiveness program is a limited program that is available through the EPA, it is very competitive and very limited. The EPA may be able to assist with a low interest loan and/or assist with the financing of the collection system. They are primarily here to assistance us and to be our advocate with the State.
 - Commissioner Stolte asked for a response regarding if the State of Ohio has or does partner with the communities in these situations.
 - EPA suggested resource - The Small Communities Environmental Infrastructure Group (SCEIG) www.sceig.org
 - EPA suggested resource - Rural Community Assistance Program (RCAP) www.ohrcap.org, will help identify funding sources.
 - Possibility Home Sewage Treatment System (HSTS) Program Funds through the Health Department to help correct the Magnetic Springs matter one household at a time. Combining HSTS & CHIP funds.
- Jason - There may not be enough room on the lots or are not owner occupied for this solution.

* * *

*Commissioners met with Jason Orcena, Health Commissioner this date in regards to his regular meeting. Discussions were held on the following.

- District Advisory Committee special meeting will be forthcoming to appoint a new Board Member. July 14th at 8:00, London Ave. conference room F.
- They are beginning to utilize the HSTS funding to assist failing systems.
- Ohio Department of Health had suggested that all Health Department meet the gold standard for National Accreditation by 2020. Their office has filed their application. Approx. 150k annual to maintain, 550,000 over 5 years.
- Beginning in 2020 all Hospitals and Health Department will have to coordinate and meet the State standards for their Community Health Improvement Plan and their Community Health Assessment Plan.

* * *

UNION COUNTY COMMISSIONERS JOURNAL 2016
June 2, 2016

ADMINISTRATOR ACTION #16-093A:**Engagement with Respect to Filing of Continuing Disclosure Material - Auditor**

County Administrator Eric Richter approved the following agreement:

- \$145.00 per hour to be paid from the County Auditor - General Fund

Dinsmore

Legal Counsel.

DINSMORE & SHOHL LLP
255 East Fifth Street • Suite 1900 • Cincinnati, OH 45202
www.dinsmore.com

Abbot A. Thayer
513.639.9233 (direct) • (513) 977-8141 (fax)
abbot.thayer@dinsmore.com

May 17, 2016

Union County, Ohio
County Office Building
233 West Sixth Street, 2nd Floor
Marysville, Ohio 43040-1526
Attn: Amy Hamilton, CGFM, Chief Accounting Officer,
Union County Auditor's Office

RE: Engagement with Respect to Filing of Continuing Disclosure Material

Dear Amy:

You have asked Peck, Shaffer & Williams, A division of Dinsmore & Shohl LLP ("Peck Shaffer") to serve as Dissemination Agent to the County of Union, Ohio (the "County") with respect to obligations that have or may be issued by the County from time to time if such obligations are subject to SEC Rule 15c2-12. Upon engagement, Peck Shaffer shall submit all annual financial information and operating data, if such requirements are applicable, to the Municipal Securities Rulemaking Board (MSRB) through the Electronic Municipal Market Access system (EMMA). This letter is to describe our services, responsibilities and fees.

Scope of Engagement and Duties to Be Performed

In our limited role as Dissemination Agent, our chief function will be to timely transmit the required financial and/or operating data prepared by the County and required to be made public, on an annual basis to the Securities and Exchange Commission (the "SEC") and the Municipal Securities Rulemaking Board (the "MSRB") through the Electronic Municipal Market Access system ("EMMA") as required by the County's Continuing Disclosure Certificate(s). Please note that the County is responsible for assembling the required information in a timely fashion so that it is in compliance with the provisions of the Certificate(s). In our role as Dissemination Agent, we will not assume or undertake responsibility for the preparation of any disclosure document with respect to the County's obligations, nor are we responsible for performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document. We will, however, assist County officials in the preparation of such a document and review with County officials what information is required under its obligations.

In addition to annual information, the Securities and Exchange Commission (the "SEC") requires a Material Event Notice to be filed with EMMA when a designated material event occurs. Attached is a list of occurrences that constitute a material event and other information regarding the filing of a Material Event Notice.

UNION COUNTY COMMISSIONERS JOURNAL 2016

June 2, 2016

PECK, SHAFFER & WILLIAMS
A DIVISION OF DINSMORE & SHOHL LLP

County of Union, Ohio

Attn: Amy Hamilton

May 17, 2016

Page 2

Peck Shaffer will make the annual financial and operating filings that are required in the County's Continuing Disclosure Certificates or Agreements but will not automatically assume responsibility for filing a Material Event Notice. Upon the occurrence of a Material Event the County must contact Peck Shaffer in a timely manner and provide the necessary information for Peck Shaffer to make a Material Event Notice filing on the County's behalf.

Furthermore, we assume that we will have the full cooperation of the appropriate officials of the County and any others necessary to successfully complete the annual filing requirement and Material Event Notices, as needed.

Compensation

With respect to annual financial and operating data filings, including the filing of supplemental audits as they become available from the Ohio Auditor of State for filing the required annual information and for assisting the County with the preparation of such information we will bill you based on the time expended by the various Peck Shaffer individuals who work on the matter. I anticipate that Anne Johnston, our disclosure paralegal, would perform a major portion of the work and her current rate is \$145/hour. Attorney rates vary according to attorney. All of these rates may change from time to time and we will gladly inform you of individual rates upon request. This will include filing the required information and assisting the County in the preparation of such required information for the County's general obligation bonds and other debt. We will submit an invoice to you accompanied by the filing receipt and document after each filing is made.

Documents and Files

Our own files, including lawyer work product, pertaining to any particular filing will be retained by us. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to dispose of any documents or other materials retained by us after a filing covered by this engagement letter. Receipts and copies of the documents filed will be furnished to you to retain for your records.

Miscellaneous

Representation during a subsequent Securities and Exchange Commission investigation is beyond the scope of this engagement letter. In the event of questions raised by the Securities and Exchange Commission, we would represent you, if you request, during the investigation, subject to a supplemental engagement letter and at our standard hourly rates. You would also have the option to retain separate counsel to represent you during such an investigation; assistance we might be called upon to render to such separate counsel would also be charged at our standard hourly rates.

UNION COUNTY COMMISSIONERS JOURNAL 2016

June 2, 2016

DinsmorePECK, SHAFFER & WILLIAMS
A DIVISION OF DINSMORE & SHOHL LLP

County of Union, Ohio

Attn: Amy Hamilton

May 17, 2016

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If the foregoing terms are satisfactory to you, please indicate by returning the enclosed copy of this letter signed by an authorized person, retaining the original for your files.

PECK, SHAFFER & WILLIAMS, A
division of Dinsmore & Shohl LLP

Per

Abbot A. Thayer

AAT/sms

Accepted and Agreed to this 1st day of
JUNE, 2016

COUNTY OF UNION, OHIO

By: Eric RichterName: ERIC RICHTERTitle: COUNTY ADMINISTRATOR

Dinsmore
County of Union, Ohio
Attn: Amy Hamilton
May 17, 2016
Page 4

PECK SHAFER & WILLIAMS
A DIVISION OF DINSMORE & SHOH, LLP

Material Events for Obligations Issued After December 1, 2010	
Material Event Notices must be filed within 10 business days after the occurrence of the event.	
Events	Materiality
Principal and interest payment delinquencies	Without regard to materiality
Non-payment related defaults	If material
Unscheduled draws on debt service reserves reflecting financial difficulties	Without regard to materiality
Unscheduled draws on credit enhancements reflecting financial difficulties	Without regard to materiality
Substitution of credit or liquidity providers, or their failure to perform	Without regard to materiality
Adverse tax opinions or events affecting the tax-exempt status of the security	Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax status of the security, or other events affecting the tax status of the security.
Modifications to rights of security holders	If material
Bond calls	If material
Defeasances	Without regard to materiality
Release, substitution, or sale of property securing repayment of the securities	If material
Rating changes	Without regard to materiality
Failure to file continuing disclosures by deadline*	
Tender offers	Without regard to materiality
Bankruptcy, insolvency, receivership or similar event of the obligated person	Without regard to materiality
The consummation of a merger, consolidation, or acquisition involving an obligated person, or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms	If material
Appointment of a successor or additional trustee or the change of name of a trustee	If material

PECK SHAFER & WILLIAMS
A DIVISION OF DINSMORE & SHOH, LLP - LEGAL COUNSEL - WWW.DINSMORE.COM

CERTIFICATE

The undersigned fiscal officer of the County of Union, Ohio (the "County"), hereby certifies that the moneys required to meet the obligations of the County during 2016 under the aforesaid engagement letter have been lawfully appropriated by the County Commissioners of such County for the purposes and are 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 5750.44, Ohio Revised Code.

June
Dated: ~~May~~ 1, 2016

Andrea J. Meany
County Auditor, County of Union, Ohio *atp*

PAID FROM AUDITOR-GENERAL FUND PER AMY HAMILTON.
EH

* * *

UNION COUNTY COMMISSIONERS JOURNAL 2016

June 2, 2016

Letters of Request and Approval - COYC

Approval was given for the following off site training:

- Emily Giametta, Clinical Administrator
 - Brief TX Revisited– OSU Fawcett Center - 09-02-16
 - Professional Ethics/Clinical Supervision – OSU Fawcett Center - 09-16-16

* * *

*Commissioner Stolte attended the COG meeting June 1, 2016.

* * *

*Commissioner Stolte attended the Chamber of Commerce Meeting this date.

* * *

*Commissioner Hall attended the Japanese Friendship Meeting this date.

* * *

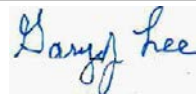
The Proceeding Minutes were Read and Approved June 7, 2016

X



Steve Stolte
Commissioner
Signed by: Letitia Rayl

X



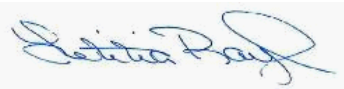
Gary Lee
Commissioner
Signed by: Letitia Rayl

X



Charles Hall
Commissioners
Signed by: Letitia Rayl

X



Letitia Rayl
Executive Assistant to the Board
Signed by: Letitia Rayl

UNION COUNTY COMMISSIONERS JOURNAL 2016

June 7, 2016

The Union County Commissioners met in regular session this 7th day of June, 2016 with the following members present:

Steve Stolte, President
 Gary Lee, Vice President
 Charles Hall, Commissioner
 Eric Richter, County Administrator
 Letitia Rayl, Executive Assistant to the Board

* * *


ADMINISTRATOR ACTION #16-093A:**Payment of Bills**

County Administrator approved the payment of regular purchase order bills and the “then and now” bills submitted for the week of June 6, 2016.

* * *

ADMINISTRATOR ACTION #16-094A:**Transfer of Appropriations and/or Funds**

County Administrator Eric Richter approved the following transfers of appropriations and/or funds:



06/07/2016 13:29

erichter

Union County, OH v10.5 Live


BUDGET AMENDMENTS JOURNAL ENTRY PROOF

P

1

bgamdent

LN	ORG	OBJECT	PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET	ERR
YEAR-PER JOURNAL				EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY AMEND		
2016	06	211	06/07/2016	AC	BUA DEBT0701	1				
1	500DT512	560105	RAYMOND/PEORIA LOAN		2015	PRINCIPAL BONDS		.00	18,970.00	18,970.00
	500.80.404.00.00.DT512.0000.08.560105.					JULY 1ST PRINCIPAL PAYMENT		06/07/2016		
** JOURNAL TOTAL								18,970.00		Z



06/06/2016 08:25 erichter										Union County, OH v10.5 Live BUDGET AMENDMENTS JOURNAL ENTRY PROOF										P 1 bgamdent					
LN	ORG ACCOUNT	OBJECT	PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION LINE DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET	ERR															
YEAR-PER JOURNAL												EFF-DATE		REF 1		REF 2		SRC JNL-DESC		ENTITY AMEND					
2016 06												66 06/03/2016		Add \$\$ 211 Unappr		BUA 211 Supply		1							
1	21143808 520100		Sheriff Community Ed Fund			Community Ed Supplies & Materi		6,723.59	4,000.00	10,723.59															
	211.20.438.00.00.00000.0000.08.520100.					From Unappropriated Funds		06/03/2016																	
								** JOURNAL TOTAL		4,000.00	Z														

UNION COUNTY COMMISSIONERS JOURNAL 2016

June 7, 2016

Received the following Certificates from the County Auditor this date:

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


Rev. Code, Sec 5705.39

County Auditor's Office, Union County, Ohio,

Marysville, Ohio, June 7, 2016

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 May 16, 2016 amended original estimate of resources for the fiscal year beginning January 1st, 2016, as determined by the Budget Commission of said County.


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

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

Fund:
500 - Debt

* * *

UNION COUNTY COMMISSIONERS JOURNAL 2016


June 7, 2016

**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, June 3, 2016To 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 ¹not exceed the ² May 16, 2016 amended original estimate of resources for the fiscal year beginning January 1st, 2016, as determined by the Budget Commission of said County.


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

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

Fund:
211 – Sheriff Comm Ed


UNION COUNTY COMMISSIONERS JOURNAL 2016

June 7, 2016

RESOLUTION NO. 16-204:**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 June 6, 2016.

Vendor	Name	Invoice	PO	Invoice Amt	Status
689	WOOLPERT INC	2016003767	20164080	\$ 81,452.00	PENDING APPROVAL
2449	THE ALTMAN COMPANY	1501-12	20153835	\$ 64,686.46	PENDING APPROVAL
5127	MY OFFICE DESIGN.COM	041416revised	20157160	\$ 117,680.50	PENDING APPROVAL



Commissioners

Motion by Charles Hall and seconded by Gary Lee that this resolution be adopted and was carried by the following vote:

Steve Stolte, Yea
Gary Lee, Yea
Charles Hall, Yea

* * *

*Commissioners met with Sue Ware, DJFS Director this date in regards to her regular meeting. Discussions were held on the following.

- Presented their Department Organizational Chart, staffing and office procedures.
- Update on working with COSTCO to fill positions.
- WIA monitoring went well.
- Veterans Services has been making some changes regarding their representations in the DJFS Office.
- Working her way through meeting with Elected Officials and Department Heads.
- Confirmed date with Commissioner Hall for meeting with Joanne Stillings.
- Discussed the utilization of UCATS vehicles for the Covered Bridge Festival.

* * *

Staff Meeting

The Commissioners held their monthly staff meeting on the above date with the following staff in attendance: Commissioner Stolte; Commissioner Lee; Commissioner Hall; Eric Richter, County Administrator; Letitia Rayl, Executive Assistant to the Board; Candace Hunt, Administrative Assistant; Sue Ware, DJFS Director; Brenda Rock, Council for Union County Families; Dale Bartow, Veterans Services; Laura Michalak, Director of Operations DD; Nick Bowsher, Job Developer DD; Thayne Gray, Civil County Prosecutor; Eric Phillips, Economic Development Director; Jason Orcena, Health Commissioner; May Beth Hall, Dog Warden; Alicia Bosch, Sheriff's Office; Brad Gilbert, EMA Director; Terri Gravatt, Soil and Water Conservation; Christy Leeds, OSU Extension; Andy Smarra, Treasurer; Jeff Stauch, Engineer; Teresa Nickle, Clerk of Courts; Ginger Yonak, HR Director; Andrea Weaver, Auditor; Brandon Clay, and Gary Wallace, Board of Elections; David Phillips, Prosecutor; Randy Riffle, Chief Operations Officer; Judge Eufinger, Probate/Juvenile Court;

Randy Riffle – The Commissioners area should be completed in June. July staff meeting should be back in the hearing room. New sign boards up in SW lobby will have directories. Wrapping up the projects.

Judge Eufinger – Thank you for all the work done in her office.

UNION COUNTY COMMISSIONERS JOURNAL 2016

June 7, 2016

Candace Hunt – Wellness fair this Friday at Partners Park. Lunch and Learn DVD's are available for viewing for wellness points. Maryville Matters radio show, there are three spots left 08-18, 12-8 and 12-29 if anyone would be interested.

Jeff Stauch – Construction season is in full swing.

Andy Smarra – Tax bills will be going out in the next week due date is July 13.

Dale Bartow – Will be hosting a Freedom Center open house July 13 from 3:00 pm to 6:00 pm there will be a ribbon cutting as well at 4:00 pm. The Secretary of State has been invited to speak as well as the Adjutant General for the State of Ohio and the State Veterans Services Director.

Jason Orcena – His office is in the process of sewer inspections for the county. There is some EPA funding available for lower income residents if there are any referrals. Three properties in Magnetic Springs that will be encompassed with these funds. Safety Town is back up and running, over 100 in attendance.

Steve Stolte – As a follow up to Jason's Magnetic Springs comments there was an EPA meeting last week regarding beginning discussions for planning for waste water/sewer matters.

Alicia Bosch – Next Sheriff's Office Benefit Cookout will be June 17.

Nick Bowsher – Thank you to the county employees that have assisted recently with interviews. Thank you to the Treasurer's Office, they will be utilizing for DD again for the tax bill mailings.

Christy Leeds – Carmen is wrapping a large parenting project she has been working on. Farm Safety program are active. 4-H camp is coming up. Would like to suggest that new signage at Ag Center with the changes forthcoming would be helpful.

Brenda Rock – Follow up to Christy, Carmen has worked closely with Council and has done a wonderful job. Council collaboration is going very well.

Brad Gilbert – The National Weather Service were on site recently. They have recertified Union County as a storm ready county, 1 of 28 counties that are certified.

Ginger Yonak – Recap of wellness activities. Dept. of labor update regarding FLSA or salary staff. Suggested that all take a look at your staff and identify those effected. HR roundtable to start within the county departments. Mentioned the Relay for Life and thank you to Bethany Bossaller in the Records Office for taking the lead on this.

Brandon Clay – Have been performing inspections of voting sites to assure they are compliant. Trainings schedule for their staff. Will be attending their summer conference in two weeks in Cleveland. Annual equipment maintenance is being performed.

Gary Lee – Will be participating in a conference call this week on the purchase and RFP that the Secretary of State wants to send out. Ohio Board of Elections will have new technology before next presidential. It looks like the county will have to pay for at least half of the cost, the State is willing to work with Counties to pay for the other half.

David Phillips – Thank you to Ginger in the hiring process of their new VOCA staff member Lucretia Grogan. This office will be holding a State wide Triad conference on June 15. His office is also organizing a retail theft task force, will be meeting with local big box stores. Walk A Mile In Her Shoes was a success again this year.

Eric Phillips – There was a meeting held last week regarding the Japanese Friendship and our sister city Yori. There will be 18 Students here from Yori the 1st or 2nd week of August. Another big project is fiber and smart mobility grant due this month. Battelle and OSU are assisting with application. Will extend fiber up 33 corridor and include a smart highway.

Sue Ware – Workforce has been working with COSTCO and have done over 240 interviews.

Charles Hall – Took part in and greeted the honor flight when it returned, the reception was very nice.

Gary Lee – Would like to recognize Eric Phillips as the outgoing president of MORPC and what that has meant to Union County. At that MORPC event the presentation was regarding the graying and browning of America. This presentation indicated that there are 8000 Americans turning 65 every hour. The new Heritage facility open house is a week from today. Costco ribbon cutting is the 27th of July, this has been an extensive project and is finally completed and opening. Lovejoy grocery will be closing in the next few weeks due to competition.

Eric Richter – COSTCO area permanent traffic solution is in process, there is a temporary solution in place. Budget season will be forthcoming.

Charles Hall – If you have a chance stop in and see the new Records area.

UNION COUNTY COMMISSIONERS JOURNAL 2016

June 7, 2016

* * *

*Commissioners met with Thayne Gray, Civil Prosecutor this date in regards to his regular meeting. Discussions were held on the following.

- Working with Tina Knotts to update the Pottersburg Bridge use agreement.
- Working with Randy on former Veterans building demolition and the RFQ space study project.
- Thayne inquired as to the Clerk of Courts Title satellite office lease has been acted on. Eric will follow up with lessor and obtain signature.
- Stauch has provided the Dublin Green TIFF agreement with a few notes. It should be very close to completion.

* * *

*Commissioners met with Madison County Commissioner this date, via conference call. Discussions were held executive session regarding the Kileville Ditch pending litigation.

- Madison County meeting minutes will follow.

* * *

*Commissioners met with Jeff Stauch, Engineer this date in regards to his regular meeting. Discussions were held on the following.

- Draft for commissioners financing the loader they would like to purchase over 3 year.
- Update on fill at Ag Center, should be fine at first appearance, will haul either way.

* * *

*Received Satisfaction of Mortgage regarding Cynthia Sue Noll CHIP Mortgage.

* * *

*Received Satisfaction of Mortgage regarding Shirley Cremeans CHIP Mortgage.

* * *

RESOLUTION NO. 16-205:**Community Based Correction Grant – Common Pleas Court**

The Commissioners do hereby approve the following:

If an above "Program Name" includes a title for Pre-Sentence Investigation (PSI) services, then the following requirements apply to PSI services:

- A. The Funds can be used to hire an employee(s) or independent contractor(s) to conduct PSI reports that meet the requirements of R.C. 2951.03. The employee(s) or independent contractor(s) shall only perform duties for the Grantee related to the completion of PSI reports and shall receive training and be certified for the Ohio Risk Assessment System (ORAS).
 - B. All completed PSI reports must be emailed, within 30 days, of the sentencing/disposition date, to the email account provided by the Grantor for uploading into the Grantor's PSI portal. An ORAS shall be completed for each PSI offender and placed into the automated ORAS.
2. **Term:** This Agreement is effective as of the date indicated on the "Community Based Correction Act Program Grant Approval" letter which is incorporated herein by reference. As the current Ohio General Assembly cannot commit a future General Assembly to expenditure, this Agreement shall expire on June 30, 2017. Prior to the expiration of the initial term or any renewed term, Grantor may give written notice to the Grantee that this Agreement is being renewed and amended under the same term and conditions subject to an award of grant funds pursuant to Grantee's application in response to Grantor's Community Correction Act Grant Application. Such renewal shall begin upon the expiration of the initial term or any renewed term, as applicable, and expire as set forth in an amendment to this Agreement.
3. **Appropriation:** The Funds are subject to Ohio General Assembly appropriation of the Grantor's proposed Community Non-Residential Felony Programs subsidy (407) budget amount for Fiscal Year 2017. The Parties agree that the Grantor may modify the Funds if such appropriation is less than the Grantor's proposal. The modified Funds shall be determined within the Grantor's discretion.
4. **Program Services:** During the term of this Agreement, the Grantee shall implement and be responsible for the program services as set forth in Grantee's application's (hereinafter referred to as Program Services) in response to Grantor's Community Correction Act Grant Application which are attached hereto and incorporated herein, in order to obtain Funds available through the Community Non-Residential Programs Subsidy. The comprehensive plan which is part of the Grantor's application is incorporated herein by reference. Any significant change or reduction in Program Services requires the prior written approval of the Grantor. In the event such change or such reduction is approved, the Grantor may make appropriate changes in the Funds.
5. **Termination:** If the Grantee desires to terminate the Program Services or its participation in this Agreement, the Grantee may do so upon sending written notice to the Grantor, including a resolution to that effect. In such event and in compliance with paragraph (F) of rule 5120:1-5-07 of the Ohio Administrative Code (OAC), the Grantee shall refund to the Grantor the Funds paid to the Grantee which represents funding for Program Services not yet rendered and return equipment, supplies, or other tangible property, as determined by a financial close-out audit completed by the Grantor.
6. **Staffing:** The Program Services' positions, salaries, and fringe benefits shall be as stated in the said application. None of the persons who will staff and operate the Program Services, including those who are receiving some or all of their salaries out of the Funds are employees or to be considered as employees of the Department of Rehabilitation and Correction.

UNION COUNTY COMMISSIONERS JOURNAL 2016

June 7, 2016

7. **Dispute Resolution:** The Grantor's Bureau of Community Sanctions shall monitor Program Services during the term of this Agreement. The Grantee and the Chief of the Bureau of Community Sanctions will attempt to settle any dispute which arises out of or relates to this Agreement, or any breach of this Agreement. If not settled, the Grantee may engage the Grantor's Managing Director of Courts and Community for dispute resolution.
8. **Grant Manual:** The Grantee agrees to manage and account for Funds in accordance with the Grantor's "Community Corrections Act Program Grant Manual" which is incorporated herein by reference. The Grantee's Director of Program Services or designee shall be the fiscal agent to act on behalf of the Grantee and be responsible for fiscal oversight including monitoring and reviewing the expenditures of budgeted funds quarterly and tracking expenditures of Funds. Purchases made with the Funds shall be in accordance with county/state/municipal competitive bidding requirements.
9. **Local Funds:** RC 5149.33 prohibits a Grantee from reducing local funds it expends for Program Services. Grant funding shall be expended for Program Services in excess of those being made from local funds. Grant funding shall not be used to make capital improvements. If Grantee violates this paragraph, the Grantor may discontinue Funds to the Grantee, pursuant to the process set forth in paragraph (D) of OAC rule 5120:1-5-07.
10. **Program Evaluation:** Pursuant to RC 5149.31, the Grantor shall evaluate the Program Services and establish means of measuring their effectiveness. Therefore, the Grantee shall prepare and submit to the Grantor the following reports:
 - A. Statistical records for the term of this Agreement in the format and frequency as established by the Grantor. To determine if the Program Services are achieving its stated goal and objectives, the Grantee agrees to submit, within fourteen calendar days, to the Grantor intake, termination, and reassessment data for each offender placed into its Program Services. The Grantee shall maintain internet access for data collection, reporting, and transmission into the Grantor's management information systems. The Grantee shall make available all necessary records for validation and audit of this data. It is agreed that the Grantee shall be provided with the results of the Grantor's review of the intake, termination, and reassessment data at time intervals determined by the Grantor. This section does not apply to pre-sentence investigation grants.
 - B. Quarterly Financial Reports and a Year-end Financial report. The quarterly reports shall include financial information for expenditures that relate to Program Services as set forth in paragraph (C) of OAC rule 5120:1-5-05 and be submitted thirty (30) days after the end of each quarter. The year-end report shall describe the achievements of the Program Services and is due by September 30, 2017.

The Grantee shall cooperate with and provide any additional information as may be required by the Grantor in carrying out an evaluation of the Program Services. Failure to comply with any of these report requirements or other instructions for relevant information by the Grantor may result in the withholding of Funds until such time as Grantee so complies.

11. **Compliance:** All expenditures made by the Grantee with Funds shall be governed by the laws of the State of Ohio, particularly RC 5149.31, RC 5149.32, RC 5149.33, and RC 5149.36. The Grantee shall comply with the rules of OAC Chapter 5120:1-5 (Community Based Corrections Program) which are applicable under this Agreement. If Grantee fails to so comply, the Grantor shall give the

UNION COUNTY COMMISSIONERS JOURNAL 2016

June 7, 2016

Grantee a reasonable period of time to come into such compliance. Grantee's failure to timely comply may be cause for the Grantor to terminate this Agreement or reduce Funds.

Furthermore, the Funds may be reduced or this Agreement terminated by the Grantor if either of the following circumstances applies:

- A. The quality and extent of the Program Services has been materially reduced from the level proposed in the Grantee's grant application; or
- B. There is a financial or fiscal audit disclosure involving misuse of Funds.

The Grantor's reason(s) for the intent to terminate this Agreement or reduce Funds shall be given, in writing, to the Grantee, no later than sixty (60) days, prior to the said termination or said reduction. The Grantee shall have thirty (30) days following the receipt of said notice to present a petition for reconsideration to the Grantor's Managing Director of Court and Community. Within thirty (30) days of receipt of that petition, the said Director shall respond, in writing, either approving the petition by continuing Funds or disapproving the petition and stating the reason(s) for the disapproval.

12. Conflicts of Interest and Ethics Compliance: No personnel of Grantee or member of the governing body of any locality or other public official or employee of any such locality in which, or relating to which, the work under this Agreement is being carried out, and who exercise any functions or responsibilities in connection with the review or approval of this Agreement or carrying out of any such work, shall, prior to the completion of said work, voluntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out of said work.

Any such person who acquires an incompatible or conflicting personal interest, on or after the effective date of this Agreement, or who involuntarily acquires any such incompatible or conflicting personal interest, shall immediately disclose his or her interest to Grantor in writing. Thereafter, he or she shall not participate in any action affecting the work under this Agreement, unless Grantor shall determine in its sole discretion that, in the light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.

Grantee represents, warrants, and certifies that it and its employees engaged in the administration or performance of this Agreement are knowledgeable of and understand the Ohio Ethics and Conflicts of Interest laws and Executive Order No. 2007-01S. Grantee further represents, warrants, and certifies that neither Grantee nor any of its employees will do any act that is inconsistent with such laws and Executive Order. The Grantee understands that failure to comply with Executive Order 2007-01S is, in itself, grounds for termination of this Agreement and may result in the loss of other contracts or grants with the State of Ohio. The Governor's Executive Orders may be found by accessing the following website:

<http://governor.ohio.gov/GovernorsOffice/ExecutiveOrdersDirectives/tabid/105/Default.aspx>.

13. Contract: All contracts by the Grantee for Program Services must be in writing, contain performance criteria, have itemized service costs, indicate responsibilities of parties' involved, state conditions for termination of the contract and be approved by the appropriate county officials before their implementation. A copy of such contract(s) shall be forwarded to the Bureau of Community

UNION COUNTY COMMISSIONERS JOURNAL 2016

June 7, 2016

Sanctions.

- 14. Finding for Recovery:** The Grantee warrants that it is not subject to an "unresolved" finding for recovery under R.C. 9.24. If the warranty is deemed to be false, this Agreement is void ab initio and the Grantee must immediately repay to the Attorney General any Funds paid under this Agreement.
- 15. Standards:** The Grantee shall comply with the standards for subsidy awards to municipal corporations and counties as set forth in R.C. 5149.31, R.C. 5149.36, and OAC rule 5120:1-5-06. In accordance with paragraphs (C) and (D) of OAC rule 5120:1-5-06, the intensive supervision, probation deviation cap shall be ten percent during the term of this Agreement, and if said cap is impermissibly exceeded then Funds shall be reduced.
- 16. Certification of Funds:** It is expressly understood and agreed by the Parties that none of the rights, duties, and obligations described in this Agreement shall be binding on either Party until all relevant statutory provisions of the Ohio Revised Code, including, but not limited to, O.R.C. Section 126.07, have been complied with, and until such time as all necessary funds are available or encumbered and, when required, such expenditure of funds is approved by the Controlling Board of the State of Ohio, or in the event that grant funds are used, until such time that Grantor gives Grantee written notice that such funds have been made available to Grantor by Grantor's funding source.
- 17. Compliance with Laws:** Grantee, in the execution of duties and obligations under this Agreement, agrees to comply with all applicable federal, state and local laws, rules, regulations and ordinances.
- 18. Drug Free Workplace:** Grantee agrees to comply with all applicable federal, state and local laws regarding smoke-free and drug-free work places and shall make a good faith effort to ensure that none of its employees or permitted subcontractors engaged in the work being performed hereunder purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs in any way.
- 19. Campaign Contributions:** Grantee hereby certifies that all applicable parties listed in Divisions (I) (3) or (J) (3) of R.C. 3517.13 are in full compliance with Divisions (I) (1) and (J) (1) of R.C. 3517.13.
- 20. Entire Agreement or Waiver:** This Agreement contains the entire agreement between the Parties and shall not be modified, amended or supplemented, or any rights herein waived, unless specifically agreed upon in writing by the Parties hereto. This Agreement supersedes any and all previous agreements, whether written or oral, between the Parties. A waiver by any Party of any breach or default by the other Party under this Agreement shall not constitute a continuing waiver by such Party of any subsequent act in breach of or in default hereunder.
- 21. Notices:** All notices, consents, and communications hereunder shall be given in writing, shall be deemed to be given upon receipt thereof, and shall be sent to the addresses first set forth above.
- 22. Headings:** The headings in this Agreement have been inserted for convenient reference only and shall not be considered in any questions of interpretation or construction of this Agreement.
- 23. Severability:** The provisions of this Agreement are severable and independent, and if any such provision shall be determined to be unenforceable in whole or in part, the remaining provisions and any partially enforceable provision shall, to the extent enforceable in any jurisdiction, nevertheless be binding and enforceable.

UNION COUNTY COMMISSIONERS JOURNAL 2016

June 7, 2016

- 24. Controlling Law:** This Agreement and the rights of the Parties hereunder shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio and only Ohio courts shall have jurisdiction over any action or proceeding concerning this Agreement and/or performance hereunder.
- 25. Successors and Assigns:** Neither this Agreement nor any rights, duties, or obligations hereunder may be assigned or transferred in whole or in part by Grantee, without the prior written consent of Grantor.
- 26. Finding for Recovery:** Grantee warrants that it is not subject to an "unresolved" under O.R.C. Section 9.24. If this warranty is found to be false, this Agreement is void ab initio and Grantee shall immediately repay to Grantor any funds paid under this Agreement.
- 27. Prison Rape Elimination Act:** If the Program Services are residential services, the Grantee shall adopt and comply with the Prison Rape Elimination Act, National Standards to Prevent, Detect, and Respond to Prison Rape (28 C.F.R. Part 115). The Grantor shall monitor Grantee to ensure such compliance. The Grantor shall ensure that Grantee has been trained on their responsibilities under Grantor's Policy on sexual abuse and sexual harassment prevention, detection and response.
- 28. Execution:** This Agreement is not binding upon Grantor unless executed in full.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers, as of the day and year first written above.

FOR THE GRANTOR:

Christopher Galli

Christopher Galli, Chief
Bureau of Community Sanctions

Cynthia Mausser

Cynthia Mausser
Managing Director of Courts and Community

UNION COUNTY COMMISSIONERS JOURNAL 2016

June 7, 2016

FOR THE GRANTEE:

Charles G. Hall 6-7-16
County Commissioner Date

Gary Lee 6-7-16
County Commissioner Date

[Signature] 6-7-16
County Commissioner Date

FOR THE GRANTEE:

County Executive Date

FOR THE GRANTEE:

Mayor/City Manager Date

Motion by Charles Hall and seconded by Gary Lee that this resolution be adopted and was carried by the following vote:

Steve Stolte, Yea
Gary Lee, Yea
Charles Hall, Yea

* * *

UNION COUNTY COMMISSIONERS JOURNAL 2016

June 7, 2016

*Commission Stolte attended the US33 Innovation Corridor Meeting June 6th.

* * *

*Commissioner Stolte attended the Smart Mobility Meeting this date.

* * *

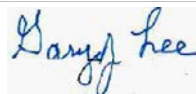
The Proceeding Minutes were Read and Approved June 14, 2016

X



Steve Stolte
Commissioner
Signed by: Letitia Rayl

X



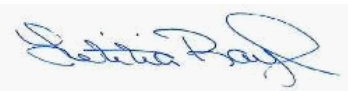
Gary Lee
Commissioner
Signed by: Letitia Rayl

X



Charles Hall
Commissioners
Signed by: Letitia Rayl

X



Letitia Rayl
Executive Assistant to the Board
Signed by: Letitia Rayl

UNION COUNTY COMMISSIONERS JOURNAL 2016

June 9, 2016

The Union County Commissioners met in regular session this 9th day of June, 2016 with the following members present:

Steve Stolte, President
 Gary Lee, Vice President
 Charles Hall, Commissioner
 Eric Richter, County Administrator
 Letitia Rayl, Executive Assistant to the Board

* * *

ADMINISTRATOR ACTION #16-095A:**Transfer of Appropriations and/or Funds**

County Administrator Eric Richter approved the following transfers of appropriations and/or funds:

TRANSFER FORM

_____ Tuesday (Due to the Auditor by noon Friday) _____ Thursday (Due to the Auditor by noon Tuesday)

Department: _____ Date: _____

RESOLUTION RE: TRANSFER OF APPROPRIATIONS AND/OR FUNDS

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

From: Capital Infrastructure	40541200	Transfer Out	A	568001
Fund Name	Org #	Object Name	A / R	Object Number
To: Debt	50040408	Transfer In	R	466001
Fund Name	Org #	Object Name	A / R	Object Number
Amount: \$		18,970.00		

From: _____
 Fund Name Org # Object Name A / R Object Number

To: _____
 Fund Name Org # Object Name A / R Object Number

Amount: \$ _____

From: _____
 Fund Name Org # Object Name A / R Object Number

To: _____
 Fund Name Org # Object Name A / R Object Number

Amount: \$ _____

From: _____
 Fund Name Org # Object Name A / R Object Number

To: _____
 Fund Name Org # Object Name A / R Object Number

Amount: \$ _____

Reason for Request:
 July 1st payment - principal

Roll call vote resulted as follows:

cc: Auditor
 Originator
 Originator File
 Transfer File

Approved By County Administrator

Charles Hall
 Gary Lee
 Steve Stolte

C.J. 2016, Page _____

Date: 6-9-16

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): _____

Auditor's Office Approval

UNION COUNTY COMMISSIONERS JOURNAL 2016

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* * *

RESOLUTION NO. 16-206:**Transfers of Appropriations and/or Funds**

The County Commissioners do hereby approve the following transfers of appropriations and/or funds:

06/08/2016 13:13 erichter									
Union County, OH v10.5 Live BUDGET AMENDMENTS JOURNAL ENTRY PROOF									
P 1 bgament									
LN	ORG	OBJECT	PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET ERR
YEAR-PER JOURNAL EFF-DATE REF 1 REF 2 SRC JNL-DESC ENTITY AMEND									
2016	05	858	05/27/2016		BUA satellite o	1			
1	16541008	530100	CLK16	Cert Title Administration	NEW SATELLITE OFF PROJ CONTR		.00	100,000.00	100,000.00
	165.15.410.00	00.000000.0000	08.530100	CLK16	satellite office expenses	05/27/2016			
** JOURNAL TOTAL								100,000.00	Z

Signature of Charles Hall
6-9-16
Signature of Gary Lee
Commissioners

Motion by Charles Hall and seconded by Gary Lee that this resolution be adopted and was carried by the following vote:

Steve Stolte, Yea
Gary Lee, Yea
Charles Hall, Yea

* * *

*Commissioners met with Randy Riffle, Chief Operations Officer this date in regards to his regular meeting. Discussions were held on the following.

- Quote of 12,500 for repair of the justice center sally port roof.
- Working on the Plum Street building new roof quote.
- Finalized drawings for the new facilities building project, the bids are scheduled to be received and opened on 07-12-16.
- Presented the Auditors drawing for requested renovations of her office.

* * *

UNION COUNTY COMMISSIONERS JOURNAL 2016

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Received the following Certificates from the County Auditor this date:

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

Rev. Code, Sec 5705.39

County Auditor's Office, Union County, Ohio,

Marysville, Ohio, May 27, 2016

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 May 16, 2016 amended original estimate of resources for the fiscal year beginning January 1st, 2016, as determined by the Budget Commission of said County.



Andrea L. Weaver, County Auditor, *ALW*

Union County, Ohio.

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

Fund:

165 – Certificate of Title

* * *

UNION COUNTY COMMISSIONERS JOURNAL 2016

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*Commissioners met with Jamie Patton, Sheriff this date in regards to his regular meeting. Discussions were held on the following:

- Presented a Motorola contract for approval. Resolution to follow.
- Presented a letter for COP's Grant application. Resolution to follow.
- Old X-ray machine purchased through a grant several years ago and has been replaced. Would like to donate to Morrow County if the unit can be repaired. Morrow County will be looking into the repairs/service.
- HR issues regarding exposure event in the Investigations Division.

* * *

RESOLUTION NO. 16-207:**Services Agreement - Motorola Solutions – Sheriff**

The Commissioners do hereby approve the following agreement:

**MOTOROLA SOLUTIONS**

Attn: National Service Support/4th fl
1301 East Algonquin Road
(800) 247-2346

Date: 05/31/2016

SERVICES AGREEMENT

Contract Number: S00001009644
Contract Modifier: RN19-FEB-16 13:50:43

Company Name: Union County Sheriff Dept
Attn:
Billing Address: 221 W Fifth St
City, State, Zip: Marysville, OH, 43040
Customer Contact: Anne Barr
Phone: (937) 645-4127

Required P.O.: No
Customer #: 1000407769
Bill to Tag #: 0001
Contract Start Date: 07/01/2016
Contract End Date: 06/30/2017
Anniversary Day: Jun 30th
Payment Cycle: ANNUAL
PO #:

MODEL/QTY	SERVICES DESCRIPTION
***** Recurring Services *****	
SVC01SVC0016C	LOCAL RADIO SUPPORT W/PICK-UP/DLVRY
1	APX6500
8	APX7500 CONSOLETTTE
1	APX4500
SVC01SVC1101C	ASTRO INFRASTRUCTURE REPAIR W/ADV REPL
1	SMARTZONE SITE
4	MCC5500
SVC01SVC1220C	ASTRO SFS LITE SERVICE AGREEMENT
1	APX6500
8	APX7500 CONSOLETTTE
1	APX4500
SVC01SVC1424C	ONSITE RESPONSE-LOCAL DISPATCH
4	OPERATOR POSITIONS
1	DISPATCH CENTER LOCATION
SPECIAL INSTRUCTIONS	
The prices quoted via this service contract renewal are valid only until expiration of the current service contract. If Customer does not provide to MSI a valid, executed contract renewal within 30 days of contract expiration, a one-time administrative fee equal to 5% of the subsequent year's annual contract rate will be billed to the Customer upon reestablishment of the expired service contract.	
Price with 5% Administration fee once delinquent = \$25,735.80	
Subtotal - Recurring Services	
\$2,042.52	
\$24,510.24	
Subtotal - One-Time Event Services	
\$.00	
\$.00	
Total	
\$2,042.52	
\$24,510.24	
Taxes	
-	
-	
Grand Total	
\$2,042.52	
\$24,510.24	
THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA.	

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Subcontractor(s)	City	State
MOTOROLA RADIO SUPPORT CENTER	ELGIN	IL
MOTOROLA SYSTEM SUPPORT CENTER	ELGIN	IL
MOTOROLA - T3 COST TRANSFER (DO415)	PARMA	OH
B & C COMMUNICATIONS	COLUMBUS	OH

I received Statements of Work that describe the services provided on this Agreement. Motorola's Service Terms and Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.

 President June 9, 2016
 AUTHORIZED CUSTOMER SIGNATURE TITLE DATE

Steve Stoltz
 CUSTOMER (PRINT NAME)

MOTOROLA REPRESENTATIVE(SIGNATURE) TITLE DATE

Charles Benson 615-342-9578
 MOTOROLA REPRESENTATIVE(PRINT NAME) PHONE

Company Name: Union County Sheriff Dept
 Contract Number: S00001009644
 Contract Modifier: RN19-FEB-16 13:50:43
 Contract Start Date: 07/01/2016
 Contract End Date: 06/30/2017

Approved as to Form
Thomas D. Gray
THOMAS D. GRAY
Asst. Pres. Atty.

UNION COUNTY COMMISSIONERS JOURNAL 2016

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Service Terms and Conditions

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1. APPLICABILITY

These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2. DEFINITIONS AND INTERPRETATION

2.1. "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2. "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3. "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3. ACCEPTANCE

Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4. SCOPE OF SERVICES

4.1. Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2. If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3. If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

Section 5. EXCLUDED SERVICES

5.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry

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standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2. Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

Section 6. TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customers location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

Section 7. CUSTOMER CONTACT

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

Section 8. PAYMENT

Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date. Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity.

Section 9. WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customers sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. **MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

Section 10. DEFAULT/TERMINATION

10.1. If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

Section 11. LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. **ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED**

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TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12. EXCLUSIVE TERMS AND CONDITIONS

12.1. This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2. Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1. Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorolas property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2. Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3. This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15. COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

Section 16. MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customers custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customers premises by Motorola at any time without restriction.

Section 17. GENERAL TERMS

17.1. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2. This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State

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in which the Services are performed.

17.3. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.4. Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

17.7. THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8. If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorolas then effective hourly rates.

17.9 This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

Revised Oct 15, 2015

Attached Addendum Incorporated Into This Agreement.

Addendum to Services Agreement

Motorola Solutions, Inc. and Union County Sheriff Dept.

Contract Number: S00001009644

Contract Modifier: RN19-FEB-16 13:50:43

17.10 At all times during this Agreement, including any extensions, Motorola shall obtain and maintain Workers' Compensation insurance that complies with the then current laws and regulations of Ohio. Motorola agrees to provide proof of such coverage upon request by Customer.

17.11 Motorola acknowledges that some or all of its equipment subject to this Agreement is located in secured areas of Customer's location. Motorola agrees to comply with the security procedures, policies, and safeguards in effect for Customer's outside vendors who provide services in secured areas.

17.12 Motorola agrees that it will require that any subcontractor or remote subcontractor comply with the foregoing provisions.

17.13 Motorola affirms that it and each individual identified in R.C. §3517.13(I) or R.C. §3517.13(J), as applicable, are in full compliance with the political contribution limitations in R.C. 3517.13, as amended.

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Motion by Gary Lee and seconded by Charles Hall that this resolution be adopted and was carried by the following vote:

Steve Stolte, Yea
Gary Lee, Yea
Charles Hall, Yea

* * *

RESOLUTION NO. 16-208:

COPS Hiring Grant Application – Sheriff

The Commissioners do hereby approve the following agreement application and authorize Commissioner Charles Hall to sign on behalf of the Board:

• Federal Funds (75%, total max allowed by grant)	\$250,000
• Local Match (25%)	<u>\$62,500</u>
• TOTAL Grant Budget	\$312,500

Motion by Gary Lee and seconded by Steve Stolte that this resolution be adopted and was carried by the following vote:

Steve Stolte, Yea
Gary Lee, Yea
Charles Hall, Yea

* * *

*Commissioners met with Eric Phillips, Economic Development Director this date in regards to his regular meeting. Discussions were held on the following:

- Tonight presenting at the City Council meeting regarding Q&A on smart mobility projects.
- 18 students coming from Yori, Japan in August for 9 days.
- Upcoming joint county event and presentation on the 23rd at the Heritage Center. More information for the chamber will be forthcoming.

* * *

RESOLUTION NO. 16-209:

Disposal of Obsolete or Unserviceable Items – Sheriff

The Commissioner do hereby approve the follow items for auction through GovDeals.

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Office Of The Sheriff

UNION COUNTY, OHIO

Sheriff Malcum J. "Jamie" Patton

June 3, 2016

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

Dear Gentlemen:

Please find attached a list of items, which have become obsolete or unserviceable to our office.

The Union County Sheriff's Office would like to place these items on GovDeals.com with your approval. If you have any questions, please feel free to give me a call.

Respectfully,

Malcum J. "Jamie" Patton
Sheriff - Union County

MJP/amb

Enclosure(s)

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

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ITEM #	PROPERTY DESCRIPTION	MODEL #	SERIAL #
16-015	Filing Cabinets (6) 4 drawer (1) five Drawer Bookcase		
16-016	Behlen Country Kennel Dog Kennel 10' X 10' X6' /powder coated but bottom rails are rusted Dogloo Dog House Petmate Varikennel (crate)		
16-017	Whelen Edge Light Bar 48" Dodge Charger Wheels Ford Crown Vic. Parts misc. police equipment		
16-018	steel cage panels. At one time was a temporary holding cage. (7) 4' X 10' panels (2) 5' X 10' panels (5) 8'5" posts		
16-019	King Kong Job box 40' X 24" X 16" Carpeted wooden 2 drawer box (25" X 42" X 28") Rolls of plastic tarp Rolls of Visqueen / plastic (3)		
16-020	68" (purple) 80" (ORG & Yel) 60" (Red) Pepper Fogger 2011 Ford Crown Victoria Police Equipment - Used Console, Whelen MPC01 (sn: 13907) BL627 Siren Amp (sn: 08159) Whelen talon light (sn: POG91431) Whelen Halogen flasher (sn:02773) Progaurd cage w/ side panels and dog box		

Motion by Charles Hall and seconded by Gary Lee that this resolution be adopted and was carried by the following vote:

Steve Stolte, Yea
Gary Lee, Yea
Charles Hall, Yea

* * *

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ADMINISTRATOR ACTION #16-096A:**Approval of Capital Equipment Requests – Sheriff**

The County Administrator Eric Richter approved the following Capital Equipment Requisitions:

Sheriff	Net Price	Date
Six Bullet Resistant Vests	\$2,866.09	June 9, 2016

MAY 2016

Facilities/Commissioners	Net Price	Date
Sewer Pump Replacements	\$5,196.84	May 26, 2016

Prosecutor	Net Price	Date
Dell 43 Ultra	\$2,484.66	May 26, 2016

Facilities/Commissioners	Net Price	Date
COB Intercom/Cameras Recorder	\$920.00	May 19, 2016
COB Intercom/Cameras H.R.	\$2,958.49	May 19, 2016

Facilities/Commissioners	Net Price	Date
Saber Blade/Floor Scrub	\$3,838.19	May 17, 2016

Prosecutor	Net Price	Date
Canon Document Scanners (Replace.)	\$2,326.98	May 17, 2016

APRIL 2016

Sheriff	Net Price	Date
Bulldog Digital Gun Vaults	\$299.95	April 19, 2016
Arbitrator in car video systems	\$1,406.80	April 19, 2016
Dell Blade Server – 911/GF portion	\$47,234.75	April 19, 2016

Sheriff	Net Price	Date
Garmin GPS with Lifetime Maps	\$591.15	April 12, 2016

Sheriff	Net Price	Date
Pro All Terrain Metal Detector	\$969.45	April 5, 2016
Motorola APX6500 Mobile Radios	\$12,619.20	April 5, 2016

MARCH 2016

Auditor	Net Price	Date
Replacement UPS/Courthouse	\$1,272.69	March 29, 2016

Sheriff	Net Price	Date
6 Binoculars	\$599.12	March 29, 2016
Cell Platform/Interface	\$564.00	March 29, 2016
Dell OptiPlex Desktop Computer	\$1,259.05	March 29, 2016

Facilities/Commissioners	Net Price	Date
Security Cameras/Main Street	\$3,454.52	March 10, 2016

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Information Technology/Auditor 2916 Liebert Replace. UPS/Health	Net Price \$844.86	Date March 3, 2016
Prosecutor 4 Workstations/Soundbars/Monitors	Net Price \$5,961.06	Date March 3, 2016
<u>FEBRUARY 2016</u>		
Auditor Two laptops	Net Price \$2,132.00	Date February 23, 2016 Data Board Approved 2/19/2016
Information Technology/Auditor Kaspersky Anti-Virus Software	Net Price \$13,331.50	Date February 23, 2016 Data Board Approved 2/19/2016
Sheriff New Cruiser Equip. (Interceptor)	Net Price \$6,358.15	Date February 23, 2016
New Cruiser Equip. (Interceptor)	\$5,114.15	February 23, 2016
New Cruiser Equip. (Interceptor)	\$4,499.15	February 23, 2016
Patrol Rifles	\$4,083.20	February 23, 2016
New Cruiser Equip. (interceptor)	\$2,318.15	February 23, 2016
New Cruiser Equip. (Interceptor)	\$1,852.15	February 23, 2016
New Cruiser Equip. (Sedan Interceptor)	\$1,089.90	February 23, 2016
New Cruiser Equip. (Sedan Interceptor)	\$169.00	February 23, 2016
Information Technology/Auditor London Ave. MDF UPS Replace. Replace. UPS for BMV	Net Price \$3,443.00 \$844.86	Date February 11, 2016 February 11, 2016
Sheriff 2016 Ford Taurus	Net Price \$24,336.00	Date February 11, 2016
2016 Ford Taurus	\$24,336.00	February 11, 2016
2016 Ford Interceptor	\$27,505.18	February 11, 2016
2016 Ford Interceptor	\$27,505.18	February 11, 2016
2016 Ford Interceptor	\$27,505.18	February 11, 2016
2016 Ford Interceptor	\$27,505.18	February 11, 2016
Sheriff BEE III Rader Rear Antenna Kits	Net Price \$1,000.00	Date February 9, 2016
GForce Sensors/Triggers/Cables	\$3,742.00	February 9, 2016
<u>JANUARY 2016</u>		
Auditor Two laptops	Net Price \$2,132.00	Date PENDING DATA BOARD APPROVAL
Sheriff Wireless modems for cruisers	Net Price \$10,644.00	January 28, 2016
Tasers – 25% JAG Grant match	\$3,814.84	January 28, 2016
In Car Video Systems	\$11,674.00	January 28, 2016
YTD Grand Total	\$334,602.62	

* * *

UNION COUNTY COMMISSIONERS JOURNAL 2016
June 9, 2016

RESOLUTION NO. 16-210:**Executive Session – Commissioners**

The County Commissioners do hereby approve entering into executive session at 11:36 a.m. to consider the appointment of a citizen to the Union County Mental Health Board. In attendance was Karen Chuvalas. The session ended at 11:46 a.m. Resolution to follow.

Motion by Charles Hall and seconded by Gary Lee that this resolution be adopted and was carried by the following vote:

Steve Stolte, Yea
Gary Lee, Yea
Charles Hall, Yea

* * *

RESOLUTION NO. 16-211:**Union County Mental Health & Recovery Board Appointment – Karen Chuvalas**

The Commissioners do hereby approve the following Union County Mental Health & Recovery Board Appointment:

- Karen Chuvalas
- 420 Maranatha Drive, Marysville, Ohio 43040
- Home: 937-642-4559 Cell: 937-594-2486
- kchuvalas@gmail.com
- To fill an expired three year term beginning 07-01-16 through 06-30-19.

Motion by Charles Hall and seconded by Gary Lee that this resolution be adopted and was carried by the following vote:

Steve Stolte, Yea
Gary Lee, Yea
Charles Hall, Yea

* * *

ADMINISTRATOR ACTION #16-097A:**Personnel Agenda - DJFS**

County Administrator Eric Richter approved the following personnel actions:

- Eligibility/Referral Specialist 2 (Resignation) – Separation Date 3/4/16
- Hearing Officer (Resignation) – Separation Date 5/6/16
- Social Services Worker 2 (Resignation) – Separation Date 5/9/16
- Child Support Case Manager (Resignation) – Separation Date 6/2/16
- Eligibility/Referral Specialist 2 (Appointment) – Hire Date 6/13/16
- Child Support Case Manager (Appointment) – Hire Date 6/20/16

* * *

UNION COUNTY COMMISSIONERS JOURNAL 2016
June 9, 2016

ADMINISTRATOR ACTION #16-098A:**Personnel Agenda - Commissioners**

County Administrator Eric Richter approved the following personnel actions:

- Commissioners Intern (Appointment) – Hire Date 5/16/16

* * *

*Commissioner met with Judge Don Fraser, Common Pleas Court and Julia Smith, Court Administrator this date. Discussions were held on the following.

- The search was narrowed for Court Management software vendors to four and CourtView Justice Solutions has been chosen. At this point the estimate is \$170,000 with a possible equipment stipe of an additional amount. The annual ongoing cost will be approximately \$21,415.
- Would be willing to use part of special funds for the camera upgrades and the CourtView for his court.
- Would encourage the Commissioners to meet with Judge Eufinger to discuss her utilizing the CourtView Justice Solutions as well.
- Asked the judges staff to schedule a meeting with Judge Eufinger; Judge Fraser; Teresa Nickle, Clerk of Courts and the Commissioners.

* * *

RESOLUTION NO. 16-210:**Road Improvements - Allen Township - Engineer**

The Commissioners do hereby approve the following road improvements for Allen Township:

- TR 151, Poling Road – Grader Patch \$3,270.95

UNION COUNTY COMMISSIONERS JOURNAL 2016

June 9, 2016

RESOLUTION

To The Union County Engineer

BE IT RESOLVED this 3RD day of May, 2016, by the Trustees of
Allen Township of Union County, Ohio that the Union County Engineer
 has prepared estimates for the required work:

Road Number	Road Section	Road Name	Description of Work	Estimated Cost
TR 151	C	Poling Road	Grader Patch	\$ 3,270.95
TOTAL				\$ 3,270.95

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

Mr. Chapman moved and Mr. McCreary seconded the adoption of this
 resolution,

Roll Call Vote:

Bon Chapman yes
Don McCreary yes
Jack Rausch yes

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

5/2/16 Cande S Brake
 Date Fiscal Officer

To BOC 5/27/16

6.9.16

Motion by Charles Hall and seconded by Gary Lee that this resolution be adopted and was carried by the
 following vote:

Steve Stolte, Yea
 Gary Lee, Yea
 Charles Hall, Yea

* * *

UNION COUNTY COMMISSIONERS JOURNAL 2016

June 9, 2016

RESOLUTION NO. 16-211:**Road Improvements – Village of Magnetic Springs - Engineer**

The Commissioners do hereby approve the following road improvements for the Village of Magnetic Springs:

- Olive Street – Grader Patch \$3,133.95
- Various Roads in Magnetic Springs – Durapatch \$3,185.63
- \$6,319.58

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

JUN 02 2016

BE IT RESOLVED this 1st day of June, 2016, by the Village Council of

Magnetic Springs of Union County, Ohio that the Union County

Engineer has prepared estimates for the required work:

Road Number	Road Section	Road Name	Description of Work	Estimated Cost
		Olive Street	Grader Patch	\$ 3,133.95
		Various Roads in Magnetic Springs	Durapatch	\$ 3,185.63
TOTAL				\$ 6,319.58

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

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

Richard Murphy moved and Darrel Wheeler seconded the adoption of this resolution.

Roll Call Vote:

Rex Pierce yes
Deb Lutz yes
Dean Bowsher yes

I, Cathy Tuck, Village Clerk of Magnetic Springs Village of Union County, Ohio, hereby certify that the funds required to pay the costs expressed above have been lawfully appropriated, are in the Gas Tax Fund, Motor Vehicle License Fee Fund or Road and Bridge Fund, or are in the process of collection, and are free from previous obligation.

6.1.16
Date

Cathy Tuck
Fiscal Officer

To Bcr, 6/13/16

Motion by Charles Hall and seconded by Gary Lee that this resolution be adopted and was carried by the following vote:

Steve Stolte, Yea
 Gary Lee, Yea
 Charles Hall, Yea

* * *

UNION COUNTY COMMISSIONERS JOURNAL 2016

June 9, 2016

RESOLUTION NO. 16-212:**Road Improvements - Union Township - Engineer**

The Commissioners do hereby approve the following road improvements for Union Township:

- TR70 A, Boerger Road – Culvert Installation \$3,250.28

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

JUN 02 2016

BE IT RESOLVED this 31st day of May, 2016, by the Trustees of

Union Township of Union County, Ohio that the Union County Engineer

has prepared estimates for the required work:

Road Number	Road Section	Road Name	Description of Work	Estimated Cost
TR 70	A	Boerger Road	Culvert Installation	\$ 3,250.28
TOTAL				\$ 3,250.28

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

Rob Thompson moved and Dick Brake seconded the adoption of this resolution.

Roll Call Vote:

Rob Thompson Yea
Dick Brake Yea
Randy Poland Yea

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

5/31/16 Summer Phelps
 Date Fiscal Officer

To BOC 6/13/16

6-9-16

Motion by Charles Hall and seconded by Gary Lee that this resolution be adopted and was carried by the following vote:

Steve Stolte, Yea
 Gary Lee, Yea
 Charles Hall, Yea

* * *

UNION COUNTY COMMISSIONERS JOURNAL 2016

June 9, 2016

*Commissioners Hall attended the Area 7 Workforce meeting this date.
Therefore, the bond is approved as guarantee for the installation of the reminder of construction improvements for the referenced portion of this subdivision.

* * *

RESOLUTION NO. 16-213:**Waterford Estates – Letter of Credit – Engineer**

The County Commissioners do hereby approve the following:



County Engineer
Environmental Engineer
Building Department
233 W. Sixth Street
Marysville, Ohio 43040
P 937. 645. 3018
F 937. 645. 3161
www.co.union.oh.us/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

June 9, 2016

To: Union County Commissioners

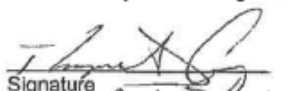
From: Bill Narducci, Union County Engineer's Office

Re: Waterford Estates Letter of Credit

In accordance with Section 326 of the Union County Subdivision Regulations, the County Prosecutor's Office has had the opportunity to review the attached Irrevocable Standby Letter of Credit No. 600123729-B from Liberty National Bank, dated May 27th, 2016.

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


Signature *Asst. P.A. Att.*

6/9/2016
Date

UNION COUNTY COMMISSIONERS JOURNAL 2016

June 9, 2016

*Expect the Best™***IRREVOCABLE STANDBY LETTER OF CREDIT NO. 600123729-B****ISSUING BANK:**

Liberty National Bank
100 East Franklin Street
Kenton, Ohio 43326

ISSUE DATE: June 8, 2016**APPLICANT:**

Clemens Development Co.
6730 Little Sugarcreek Road
Dayton, OH 45440

PROJECT: Waterford Estates Development

PURPOSE: This Letter of Credit assures the completion of this project. Once improvements are completed and approved by the Union County Engineer's Office this Letter of Credit will be used as the Maintenance Letter of Credit at 20% of development costs not to exceed \$39,258.44.

BENEFICIARY:

Board of Commissioners, Union County, Ohio
233 West 6th Street
Marysville, OH 43404

AMOUNT: \$39,258.44

EXPIRATION DATE: 12-24 months after improvements are complete and approved by the Union County Engineer.

We hereby establish our Irrevocable Standby Letter of Credit No. 600123729-B in your favor, as Beneficiary, by order and for account of **Clemens Development Co.** up to the aggregate sum of Thirty Nine thousand two hundred fifty eight and 44/100 Dollars (\$39,258.44). This Irrevocable Standby Letter of Credit is available by payment against your sight draft(s) drawn on **Liberty National Bank** (the bank), in the form **Exhibit A** attached hereto, signed by you and accompanied by:

1. A certificate in the form of **Exhibit B** attached hereto.
2. The original of this Letter of Credit

UNION COUNTY COMMISSIONERS JOURNAL 2016

June 9, 2016

We shall not be required to look beyond such draft but shall honor your draft upon receipt of the draft.

The Bank shall not be called upon to determine questions of fact or law at issue between the Bank's customer and the Beneficiary of this Letter of Credit.

Any draft drawn under this Letter of Credit must be in the form of **Exhibit A** attached hereto, stating on its face: "Drawn under Irrevocable Letter of Credit No 600123729-B issued by Liberty National Bank". Presentation of such draft(s) shall be made on a business day at any of our branch offices. If we receive any of your drafts drawn hereunder at such office, all in strict conformity with the terms and conditions of this Letter of Credit, on or prior to the termination hereof, we will honor the same and make payment hereunder. If documents delivered by you hereunder do not in any instance conform to the terms and conditions of this Letter of Credit, we shall give you notice that the documents delivered are not in accordance with the terms and conditions of this Letter of Credit within 7 business days of receipt of the documents, which period will be deemed to be reasonable hereunder. Upon being notified that the documents delivered do not conform with this Letter of Credit, you may attempt to correct such documents to the extent that you are entitled to do so.

Partial drawings are permitted hereunder and, upon any partial drawing, we will return to you the Letter of Credit with the amount of any partial drawing noted thereon.

We shall have no duty, obligation or liability to you other than as expressly provided in this Letter of Credit. This Letter of Credit sets forth in full our undertaking. Such undertaking shall not in any way be modified, amplified, amended or limited by reference to any document, instrument or agreement referred to herein, if any, and any such reference, if any, shall not be deemed to incorporate herein by reference any such document, instrument or agreement except as set forth below.

This Letter of Credit is subject to the Uniform Customs and Practices for Documentary Credits (2007 Revision), International Chamber of Commerce Publication No 600 ("UCP 600"). This Letter of Credit shall be deemed to be made under the laws of the State of Ohio, and shall, as to matters not governed by the UCP 600, be governed by and construed in accordance with the laws of the State of Ohio.

LIBERTY NATIONAL BANK

By: 
Ronald L. Zimmerman, President and CEO

UNION COUNTY COMMISSIONERS JOURNAL 2016

June 9, 2016

EXHIBIT A**SIGHT DRAFT****FOR VALUE RECEIVED**

Pay on Demand to: Board of Commissioners, Union County, Ohio
U.S. _____ Dollars, (\$ _____).

Charge to the account of Clemens Development Co..

Drawn under Irrevocable Letter of Credit No. **600123729-B** issued by Liberty National Bank.

To: Liberty National Bank
100 E. Franklin Street
Kenton, Ohio 43326

The sum drawn does not exceed the difference between (i) the maximum aggregate amount to be drawn under the Letter of Credit less (ii) the aggregate amount of all previous drawings made under the Letter of Credit.

Board of Commissioners, Union County, Ohio

By: _____

Name: _____

Title: _____

UNION COUNTY COMMISSIONERS JOURNAL 2016

June 9, 2016

EXHIBIT B

Certificate of Beneficiary

The undersigned, _____, a duly authorized officer of Board of Commissioners, Union County, Ohio, does hereby certify that the amount of the accompanying draft is due and payable as a result of Clemens Development Co. failure to perform within the agreed upon terms and conditions as set forth in the Subdivider's Agreement.

Board of Commissioners, Union County, Ohio

By: _____

Name: _____

Title: _____

State of _____)
) ss:
 County of _____)

Before me, the undersigned, a Notary Public, personally appeared _____, the _____ of _____, a(n) _____, and acknowledged execution of the foregoing instrument on behalf of _____ this _____ day of _____, 20____.

Notary Public: _____

Printed: _____

My Commission Expires: _____

My County of Residence is: _____

Therefore, the letter of credit is approved as guarantee for the installation of the remainder of construction improvements for the referenced portion of this subdivision.

Motion by Steve Stolte and seconded by Charles Hall that this resolution be adopted and was carried by the following vote:

Steve Stolte, Yea
 Gary Lee, Yea
 Charles Hall, Yea

* * *

UNION COUNTY COMMISSIONERS JOURNAL 2016

June 9, 2016

RESOLUTION NO. 16-214:**Jerome Village ERN-6 – Performance Bond - Engineer**

The County Commissioners do hereby approve the following:



County Engineer
Environmental Engineer
Building Department
233 W. Sixth Street
Marysville, Ohio 43040
P 937. 645. 3018
F 937. 645. 3161
www.co.union.oh.us/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

June 9, 2016

To: Union County Commissioners

From: Bill Narducci, Union County Engineer's Office

Re: Jerome Village – ERN-6 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. Bda 748317 from Amco Insurance Company, dated June 9th, 2016.

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


Signature *Asst. P. Atty*

6/9/2016
Date

UNION COUNTY COMMISSIONERS JOURNAL 2016

June 9, 2016

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

Subdivision Bond**Bond No. Bda 7**

KNOW ALL MEN BY THESE PRESENTS, that we Jerome Village Company LLC One Nationwide Plaza Columbus, OH as principal, and AMCO INSURANCE COMPANY, as Surety, are held and firmly bound unto the Board of Commissioners of Union County 233 W 6th St Marysville, OH 43040 in the penal sum of One Million One Hundred Seventeen Thousand, One hundred Sixty One and no/100 (\$1,117,161.00) 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 Eversole Run Neighborhood Section 6 as follows, complete the following improvements Street, Storm sewer, Sanitary Sewer Construction and Associated Earth Movements and further stipulates that all such improvements shall be completed within one year.

WHEREAS, the County Engineer has approved said plat and has instructed the Board of Commissioners of Union County 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 of the Board of Commissioners of Union County, within the time specified, in accordance with the present standard specifications of Board of Commissioners of Union County, then this obligation shall be void, otherwise to remain in full force and effect.

Signed, sealed and dated this 9th day of June, 2016 .

Jerome Village Company LLC
(Principal)

By: 

AMCO Insurance Company

By: 

Robert N. Johnston, Attorney-in-Fact

UNION COUNTY COMMISSIONERS JOURNAL 2016

June 9, 2016

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation
 Farmland Mutual Insurance Company, an Iowa corporation
 Nationwide Agribusiness Insurance Company, an Iowa corporation

AMCO Insurance Company, an Iowa corporation
 Allied Property and Casualty Insurance Company, an Iowa corporation
 Depositors Insurance Company, an Iowa corporation

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

Anita R. Calderon, Dana R. Clark, Mike Kuper, Michael Paez, Keith E. Clements, Matthew Glimmer, Joshua Severson, Andrew Roby, Lesley Hayworth, Jeff Thielen, Christopher Hansen, Robert N. Johnston, Elizabeth Moore, Ashlee Schuling, Paulette M. Dyson, Ben Lewis, Susan Corey, Morgan Collins, Becky Nichols, Jeff Cose, Rochelle Smith, Aaron J. Jamison, Kim Wells, Carmon R. Wilson, Sandra Alliz, Spencer Paris, Jesse Hueston, Larry D. Siegh, Kyler Stahle, Richard E. Harman IV, Logan Dorpinghaus, Corey Days, Patrick Johnson, Dan McCarville, Daniel D. Livsey, Jill DeRobertis, Patrick Johnson

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

FIVE MILLION AND NO/100 DOLLARS (\$5,000,000.00)

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 duly 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 documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of 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 13th day of February, 2014.



Terrance Williams

Terrance Williams, President and Chief Operating Officer of Nationwide Agribusiness Insurance Company and Farmland Mutual Insurance Company; and Vice President of Nationwide Mutual Insurance Company, AMCO Insurance Company, Allied Property and Casualty Insurance Company, and Depositors Insurance Company

ACKNOWLEDGMENT

STATE OF IOWA, COUNTY OF POLK: ss

On this 13th day of February, 2014, before me came the above-named officer for the Companies aforesaid, 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 Companies aforesaid, that the seals affixed hereto are the corporate seals of said Companies, and the said corporate seals and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Companies.

Sandy Alitz
 Notarial Seal - Iowa
 Commission Number 152785
 My Commission Expires March, 24, 2017

Sandy Alitz

Notary Public
 My Commission Expires
 March 24, 2017

CERTIFICATE

I, Robert W. Horner III, Secretary of the Companies, 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 Terrance Williams was on the date of the execution of the foregoing power of attorney the duly elected officer of the Companies, and the corporate seals 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 Secretary, and affixed the corporate seals of said Companies this 9th day

of June, 2016.

Robert W. Horner III
 Secretary

This Power of Attorney Expires March 24, 2017

BDJ 1(03-14) 00

UNION COUNTY COMMISSIONERS JOURNAL 2016

June 9, 2016

Therefore, the bond is approved as guarantee for the installation of the reminder of construction improvements for the referenced portion of this subdivision.

Motion by Gary Lee and seconded by Charles Hall that this resolution be adopted and was carried by the following vote:

Steve Stolte, Yea
Gary Lee, Yea
Charles Hall, Yea

* * *

*Commissioner Stolte attended the Community Improvement Corp. meeting June 8th.

* * *

*Commissioner Lee attended the CCAO Joint Committee on Elections Administration meeting June 8th.

* * *

*Commissioner Stolte attended the Chamber of Commerce meeting June 8th.

* * *

*Commissioner Stolte attended the Industrial Parkway Association meeting this date.

* * *

*Commissioner Hall attended the Area 7 Workforce meeting this date.

* * *

*Commissioner Stolte attended the MORPC meeting this date.

* * *

*Commissioner Stolte, Commissioner Lee and Commissioner Hall attended the Smart Mobility Presentation at Marysville City Council this date.

* * *

The Proceeding Minutes were Read and Approved June 14, 2016

X



Steve Stolte
Commissioner
Signed by: Letitia Rayl

X




Gary Lee
Commissioner
Signed by: Letitia Rayl

X



Charles Hall
Commissioners
Signed by: Letitia Rayl

X



Letitia Rayl
Executive Assistant to the Board
Signed by: Letitia Rayl

UNION COUNTY COMMISSIONERS JOURNAL 2016

June 14, 2016

The Union County Commissioners met in regular session this 14th day of June, 2016 with the following members present:

Steve Stolte, President
 Gary Lee, Vice President
 Charles Hall, Commissioner
 Eric Richter, County Administrator
 Letitia Rayl, Executive Assistant to the Board

* * *

ADMINISTRATOR ACTION #16-099A:**Transfer of Appropriations and/or Funds**

County Administrator Eric Richter approved the following transfers of appropriations and/or funds:

06/14/2016 15:40 erichter									
Union County, OH v10.5 Live BUDGET AMENDMENTS JOURNAL ENTRY PROOF									
LN	ORG ACCOUNT	OBJECT PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION LINE DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET	ERR
YEAR-PER JOURNAL EFF-DATE REF 1 REF 2 SRC JNL-DESC ENTITY AMEND									
2016	06	372	06/13/2016	Trnsfr Inmate Med BUA To Pursuit	1				
1	04385400 530600		Court Services	Tri-County Jail Inmate Medical	415,297.10		-9,000.00	406,297.10	
	001.20.438.54.00.00000.0000.00.530600.			To Pursuit	06/13/2016				
2	04385700 530640		Pursuit	Pursuit Transportation	11,807.44		9,000.00	20,807.44	
	001.20.438.57.00.00000.0000.00.530640.			From Inmate Medical	06/13/2016				
** JOURNAL TOTAL							0.00		

06/13/2016 12:01 erichter									
Union County, OH v10.5 Live BUDGET AMENDMENTS JOURNAL ENTRY PROOF									
LN	ORG ACCOUNT	OBJECT PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION LINE DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET	ERR
YEAR-PER JOURNAL EFF-DATE REF 1 REF 2 SRC JNL-DESC ENTITY AMEND									
2016	06	278	06/09/2016	Add \$\$ Fr Unapprp BUA Vests x 6	1				
1	20943808 540100		Sheriff Policing Rotary Fund	Rotary Equipment	23,025.00		4,000.00	27,025.00	
	209.20.438.00.00.00000.0000.08.540100.			From Unappropriated Funds	06/09/2016				
** JOURNAL TOTAL							4,000.00		Z

UNION COUNTY COMMISSIONERS JOURNAL 2016

June 14, 2016

Department: ENGINEER

Date: June 13, 2016

: TRANSFER OF APPROPRIATIONS AND/OR FUNDS

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

From:	M & G Fund	25042200	Contract Services	A	530100
	Fund Name	Fund #	Account Name	A / R	Account Number
To:	Sheriff's Office	20943808	Fees	R	420104
	Fund Name	Fund #	Account Name	A / R	Account Number
		Amount: \$	10.00		

From:	M & G Fund	25042200	Contract Services	A	530100
	Fund Name	Fund #	Account Name	A / R	Account Number
To:	Sheriff's Office	20943808	BCI Fees	R	420111
	Fund Name	Fund #	Account Name	A / R	Account Number
		Amount: \$	22.00		

From:				A	
	Fund Name	Fund #	Account Name	A / R	Account Number
To:				R	
	Fund Name	Fund #	Account Name	A / R	Account Number
		Amount: \$			

From:				A	
	Fund Name	Fund #	Account Name	A / R	Account Number
To:				A	
	Fund Name	Fund #	Account Name	A / R	Account Number
		Amount: \$			

Reason for Request:

Background check on new employee Fred Slota.



Roll call vote resulted as follows:

cc: Auditor
Originator
Originator File
Transfer File

Gary Lee _____
Charles Hall _____
Steve Stolte _____

C.J. 2016, Page _____
Date: 6-14-16

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): _____ RJC

Auditor's Office Approval 

UNION COUNTY COMMISSIONERS JOURNAL 2016

June 14, 2016

TRANSFER FORM

X Tuesday (Due to the Auditor by noon Friday) _____ Thursday (Due to the Auditor by noon Wednesday)

Department: **Engineer**

Date:

RESOLUTION RE: TRANSFER OF APPROPRIATIONS AND/OR FUNDS

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

From:	Road & Bridge	25242208	Sheriff's Deputies	A	510150
	Fund Name	Org Code	Account Name	A / R	Object Code
To:	Rotary	20843808	Scales	R	420120
	Fund Name	Org Code	Account Name	A / R	Object Code
	Amount: \$		215.53		

From:	_____	_____	_____	_____	_____
	Fund Name	Org Code	Account Name	A / R	Object Code
To:	_____	_____	_____	_____	_____
	Fund Name	Org Code	Account Name	A / R	Object Code
	Amount: \$		_____		

From:	_____	_____	_____	_____	_____
	Fund Name	Org Code	Account Name	A / R	Object Code
To:	_____	_____	_____	_____	_____
	Fund Name	Org Code	Account Name	A / R	Object Code
	Amount: \$		_____		

From:	_____	_____	_____	_____	_____
	Fund Name	Org Code	Account Name	A / R	Object Code
To:	_____	_____	_____	_____	_____
	Fund Name	Org Code	Account Name	A / R	Object Code
	Amount: \$		_____		

Reason for Request:

Reimbursement for wages and fringe benefits for Commercial Vehicle Enforcement;

Peter Lenhardt Scales Activity on Monday, May 23, 2016; 0800-1000, 4 hours

cc: Auditor
Originator
Originator File
Transfer File

Approved by Eric Richter
County Administrator

Roll call vote resulted as follows:

Charles Hall _____
Gary Lee _____
Steve Stolte _____

C.J. 2016, Page _____
Date: 6-14-16

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

revised 5/7/2016

Auditor's Office Approval

* * *

UNION COUNTY COMMISSIONERS JOURNAL 2016

June 14, 2016

ADMINISTRATOR ACTION #16-100A:**Payment of Bills**

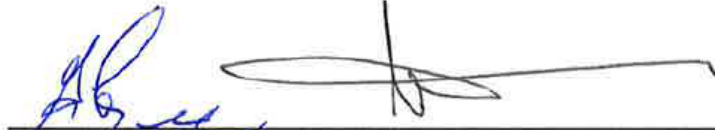
County Administrator approved the payment of regular purchase order bills and the “then and now” bills submitted for the week of June 13, 2016.

* * *

RESOLUTION NO. 16-215:**Transfers of Appropriations and/or Funds**

The County Commissioners do hereby approve the following transfers of appropriations and/or funds:

Org	Object	Increase	Amount	
98500000	560110	\$	20,000.00	COG Principal Loan due July
98500000	530100	\$	50,800.00	COG 2016 contracts



6/14/2016 Commissioners

Motion by Charles Hall and seconded by Gary Lee that this resolution be adopted and was carried by the following vote:

Steve Stolte, Yea
Gary Lee, Yea
Charles Hall, Yea

* * *

UNION COUNTY COMMISSIONERS JOURNAL 2016
June 14, 2016

Received the following Certificates from the County Auditor this date:

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

Rev. Code, Sec 5705.39

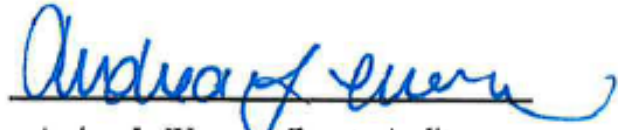
County Auditor's Office, Union County, Ohio,

Marysville, Ohio, June 13, 2016

To Union County Council of Governments

Fiscal Officer

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 ¹not exceed the ² 6/13/16 amended estimate of resources for the fiscal year
beginning Jan 1st, 20 16, as determined by the Budget Commission of said County.



Andrea L. Weaver, County Auditor,

Union County, Ohio.

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

UNION COUNTY COMMISSIONERS JOURNAL 2016
June 14, 2016

**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, June 9, 2016

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 June 9, 2016 amended original estimate of resources for the fiscal year beginning January 1st, 2016, as determined by the Budget Commission of said County.


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

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

Fund:
209 – Sheriff Rotary

* * *

UNION COUNTY COMMISSIONERS JOURNAL 2016

June 14, 2016

*Commissioners met with John Cleek, CDC of Ohio this date in regards to PY 2016 CDBG Small City second public hearing. Discussions were held on the following.

- Finalization of project selection for PY 2016 CDBG funding application. Resolution to follow.

* * *

RESOLUTION NO. 16-216:**Application Submission for PY 2016 Community Development Block Grant (CDBG) Allocation Program**

The Commissioners do hereby approve the following applicant for submission for PY 2016 Community Development Block Grant (CDBG) Allocation Program.

WHEREAS, the State of Ohio, through the Ohio Development Services Agency, has Program Year 2016 (PY 2016) funds available as a part of the Community Development Block Grant (CDBG) Program; and,

WHEREAS, Union County may be eligible to receive \$75,000 in PY 2016 CDBG Allocation Program funds for projects meeting a National Objective of benefiting at least 51% low-moderate (LMI) persons or aiding in the elimination of slums and blights; and,

WHEREAS, Union County has selected projects for funding for PY 2016, which consist of: Village of Richwood Street Improvements (\$50,000); Village of Magnetic Springs Storm Drainage Planning Study (\$10,000); and Administration/Fair Housing (\$15,000).

NOW THEREFORE, BE IT RESOLVED by the Union County Board of Commissioners, to submit an application for a PY 2016 CDBG Allocation Grant as prepared by CDC of Ohio.

BE IT FURTHER RESOLVED, by the Union County Board of Commissioners that the County will comply with the required assurances of the grant if assistance is approved.

Motion by Charles Hall and seconded by Gary Lee that this resolution be adopted and was carried by the following vote:

Steve Stolte, Yea
Gary Lee, Yea
Charles Hall, Yea

* * *

*Received Final Plat for Eversole Run Neighborhood Section 6, Phase 1

* * *

UNION COUNTY COMMISSIONERS JOURNAL 2016
June 14, 2016

Bid Opening – CDBG PY 2015 East Ottawa Street Reconstruction project.

The following bids were received at 12:00 pm, opened and read aloud immediately.

Park Enterprise Construction Co. 500 Barks Rd. W. Marion, Ohio 43302	Total Base Bid Price:	\$1,434,268.49
--	-----------------------	----------------

No decision made at this time.

* * *

*Commissioners met with Jeff Stauch, Engineer and Thayne Gray, Civil Prosecutor this date. Discussions were held on the following:

- Presented TR72 bridge plans.
- Met with ODOT recently regarding Turnpike dollars and bond sales possibly in 2019.
- Kile Ditch litigation update. Executive Session Resolution to follow.

* * *

RESOLUTION NO. 16-217:

Executive Session – Commissioners - Engineer

The County Commissioners do hereby approve entering into executive session at 11:26a.m. regarding Kile Ditch pending litigation. In attendance were Thayne Gray, Civil Prosecutor and Jeff Stauch, Engineer. The session ended at 12:01 p.m. No decision to be made.

Motion by Gary Lee and seconded by Steve Stolte that this resolution be adopted and was carried by the following vote:

Steve Stolte, Yea
Gary Lee, Yea

* * *

*Commissioner Lee attended the US 33 Corridor Meeting June 10th.

* * *

*Commissioner Lee attended the CEBCO Board Meeting this June 10th.

* * *

*Commissioner Stolte attended the Quarterly Journal Tribune meeting June 10th.

* * *

UNION COUNTY COMMISSIONERS JOURNAL 2016

June 14, 2016

RESOLUTION NO. 16-218:**Road Improvements – Millcreek Township - Engineer**

The Commissioners do hereby approve the following road improvements for Millcreek Township:

- Delaware Street – Grader Patch \$4,427.13
- Delaware Street – Chip Seal \$1,909.28
- \$6,336.41

RECEIVED
JUN 09 2016

To The Union County Engineer

BE IT RESOLVED this 6th day of JUNE, 2016, by the Trustees of **UNION COUNTY** Township of Union County, Ohio that the Union County Engineer has prepared estimates for the required work:

Road Number	Road Section	Road Name	Description of Work	Estimated Cost
		Delaware Street	Grader Patch	\$4,427.13
		Delaware Street	Chip Seal	\$1,909.28
TOTAL				\$6,336.41

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

Brian Lynch moved and Keith Conroy seconded the adoption of this resolution.

Roll Call Vote: Bill Lynch Yes
Bill Jordan Yes
Keith Conroy Yes

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

6/16/16 Joyce Brown
Date Fiscal Officer

TO BOC 6/10/16

[Handwritten signatures]

Motion by Charles Hall and seconded by Gary Lee that this resolution be adopted and was carried by the following vote:

Steve Stolte, Yea
Gary Lee, Yea
Charles Hall, Yea

* * *

UNION COUNTY COMMISSIONERS JOURNAL 2016

June 14, 2016

RESOLUTION NO. 16-219:**Road Improvements – Leesburg Township - Engineer**

The Commissioners do hereby approve the following road improvements for Leesburg Township:

- TR 118 B, Pine Lane – Culvert Repair \$3,682.59

RESOLUTION

To The Union County Engineer

RECEIVED
JUN 09 2016
UNION COUNTY ENGINEER

BE IT RESOLVED this 6th day of June, 2016, by the Trustees of
Leesburg Township of Union County, Ohio that the Union County Engineer

has prepared estimates for the required work:

Road Number	Road Section	Road Name	Description of Work	Estimated Cost
TR 118	B	Pine Lane	Culvert repair	\$ 3,682.59
		Fire Dept Parking Lot (side/back lot)	Prep work before chip seal	\$12,153.34
		Fire Dept Parking Lot (side/back lot)	Chip Seal	\$18,154.39
TOTAL				<u>\$34,000.32</u> 3682.59

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

William Lewis moved and Tuff Robinson seconded the adoption of this resolution.

Roll Call Vote:

<u>Gary Cunningham</u>	<u>Yes</u>
<u>Jeffery</u>	<u>Yes</u>
<u>Bill A. Fox</u>	<u>Yes</u>

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

6-6-16

Date

Fiscal Officer

To BOC 6/10/16

Motion by Charles Hall and seconded by Gary Lee that this resolution be adopted and was carried by the following vote:

Steve Stolte, Yea
Gary Lee, Yea
Charles Hall, Yea

* * *

UNION COUNTY COMMISSIONERS JOURNAL 2016
June 14, 2016

RESOLUTION NO. 16-220:**Declaring June 15th, 2016 as “Elder Abuse Awareness Day” in Union County, Ohio**

Whereas, Senior Citizens are vital, vibrant, appreciated and respected members of the Union County community, and;

Whereas, throughout the world, abuse and neglect of older persons is largely under-recognized or treated as an unspoken problem. No community or country in the world is immune from this costly, public health and human rights crisis, and;

Whereas, the Ohio Department of Aging estimates ten percent of senior citizens suffer some sort of abuse, neglect or exploitation, during their lifetime, and;

Whereas, the 2010 Census reveals that Union County has 4,943 residents over 65, which means that nearly 500 Union County residents may be at risk of abuse, exploitation or neglect, and;

Whereas, many cases go unreported, and;

Whereas, research indicates that public education campaigns are vital for informing people about elder abuse and active involvement of the media is central to its success; and

Whereas, Union County elected, appointed and law enforcement officials have worked diligently to address the needs of seniors and to bring the issue of abuse, neglect and exploitation of seniors to the forefront of the public consciousness and to protect seniors, and;

Whereas, while much work has been done, much remains to be done to address the problem of potential abuse, neglect and exploitation of Union County Seniors and to raise awareness of the significance of this issue.

Now Therefore Be It Resolved by the Board of Commissioners of Union County, Ohio that:

June 15, 2016 be and hereby is declared to be “Elder Abuse Awareness Day” in Union County, Ohio, in order to raise awareness about the issue of elder abuse within the county, and;

And be it further resolved that:

The Board of Commissioners appreciates and publicly recognizes the efforts of Union County public officials to end the abuse, exploitation and neglect of our seniors and to protect them during their golden years.

Motion by Charles Hall and seconded by Gary Lee that this resolution be adopted and was carried by the following vote:

Steve Stolte, Yea
Gary Lee, Yea
Charles Hall, Yea

* * *

UNION COUNTY COMMISSIONERS JOURNAL 2016
June 14, 2016

*Received Analysis of Impediments from LUC Planning Commission this date.

* * *

*Commissioner Stolte attended the Intelligent Communities Lunch and Forum June 13th.

* * *

*Commissioner Hall attended Board of Revision hearings June 13th.

* * *

*Commissioner Stolte and Commissioner Lee attended the Heritage Grand Opening Ceremony this date.

* * *

*Commissioner Hall attended Board of Revision hearings this date.

* * *

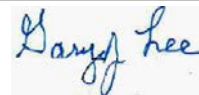
The Proceeding Minutes were Read and Approved June 21, 2016

X



Steve Stolte
Commissioner
Signed by: Letitia Rayl

X



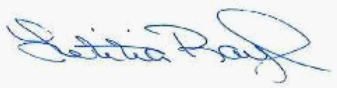
Gary Lee
Commissioner
Signed by: Letitia Rayl

X



Charles Hall
Commissioners
Signed by: Letitia Rayl

X



Letitia Rayl
Executive Assistant to the Board
Signed by: Letitia Rayl

UNION COUNTY COMMISSIONERS JOURNAL 2016
June 16, 2016

The Union County Commissioners met in regular session this 16th day of June, 2016 with the following members present:

Steve Stolte, President
 Gary Lee, Vice President
 Charles Hall, Commissioner
 Letitia Rayl, Executive Assistant to the Board

* * *

RESOLUTION NO. 16-221:

Transfers of Appropriations and/or Funds

The County Commissioners do hereby approve the following transfers of appropriations and/or funds:

<div style="display: flex; justify-content: space-between; align-items: center;"> 06/15/2016 16:02 ahamilton Union County, OH v10.5 Live BUDGET AMENDMENTS JOURNAL ENTRY PROOF munis a tyco erp solution </div>									
LN	ORG	OBJECT PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET	ERR
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY	AMEND		
2016	06	429 06/14/2016			BUA T	1			
1	36342008 530100				Child Support Enforcement AdmChild Support Contract Serv	356,019.00	-300.00	355,719.00	
	363.35.420.00.00.00000.0000.06.530100.				Transfer to Travel & Expense 06/14/2016				
2	36342008 550100				Child Support Enforcement AdmChild Support Travel & Expense	250.00	300.00	550.00	
	363.35.420.00.00.00000.0000.06.550100.				Transfer from Contract Service 06/14/2016				
** JOURNAL TOTAL							0.00		


 COMMISSIONERS 6-16-16

UNION COUNTY COMMISSIONERS JOURNAL 2016

June 16, 2016

Department: ENGINEER

Date: June 15, 2016

: TRANSFER OF APPROPRIATIONS AND/OR FUNDS

A motion was made by Gary Lee and seconded by Charles Hall
to approve the following transfer (s):

From:	B&D Fund	651BDRES	Residential Plumbing fees	A	530380
	Fund Name	Fund #	Account Name	A / R	Account Number
To:	Health Dept.	9010H051	Residential Plumbing Fees	R	438007
	Fund Name	Fund #	Account Name	A / R	Account Number
		Amount: \$	9,550.00		

From:	B&D Fund	651BDCOM	Commercial Plumbing fees	A	530380
	Fund Name	Fund #	Account Name	A / R	Account Number
To:	Health Dept.	9010H051	Commercial Plumbing fees	R	438008
	Fund Name	Fund #	Account Name	A / R	Account Number
		Amount: \$	3,035.00		

From:	B&D Fund	651BDPLM	Plumber Registration	A	530380
	Fund Name	Fund #	Account Name	A / R	Account Number
To:	Health Dept.	9010H051	Plumber Registration	R	438009
	Fund Name	Fund #	Account Name	A / R	Account Number
		Amount: \$	200.00		

From:				A	
	Fund Name	Fund #	Account Name	A / R	Account Number
To:				A	
	Fund Name	Fund #	Account Name	A / R	Account Number
		Amount: \$			

Reason for Request:

Plumbing Fees for May, 2016.

Roll call vote resulted as follows:

cc: Auditor
Originator
Originator File
Transfer File

Gary Lee
Charles Hall
Steve Stolle

C.J. 2016, Page 6-16-16
Date: 6-16-16

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

revised 6/15/2016

UNION COUNTY COMMISSIONERS JOURNAL 2016

June 16, 2016

TRANSFER FORM

 Tuesday (Due to the Auditor by noon Friday) X Thursday (Due to the Auditor by noon Wednesday)

Department: Sheriff

Date: 6/13/2016

RESOLUTION RE: TRANSFER OF APPROPRIATIONS AND/OR FUNDS

A motion was made by Coony Lee and seconded by Charles Hall
to approve the following transfer(s):

From:	Mental Health & Recovery Board	310MH211	Contracts/Agencies	A	530100
	Fund Name	Org Code	Account Name	A / R	Object Code
To:	General	04380000	Sheriff's Fees	R	420104
	Fund Name	Org Code	Account Name	A / R	Object Code
		Amount: \$	10.50		

From:	Mental Health & Recovery Board	310MH211	Contracts/Agencies	A	530100
	Fund Name	Org Code	Account Name	A / R	Object Code
To:	Rotary	20043808	Other Receipts	R	420107
	Fund Name	Org Code	Account Name	A / R	Object Code
		Amount: \$	4.50		

From:					
	Fund Name	Org Code	Account Name	A / R	Object Code
To:					
	Fund Name	Org Code	Account Name	A / R	Object Code
		Amount: \$			

From:					
	Fund Name	Org Code	Account Name	A / R	Object Code
To:					
	Fund Name	Org Code	Account Name	A / R	Object Code
		Amount: \$			

Reason for Request:

Reimburse cruiser fee for a patient transport to Twin Valley on June 13, 2016.

Deputy Pete Lenhardt completed the transport EH.

cc: Auditor
Originator
Originator File
Transfer File

Approved by Eric Richter
County Administrator

Roll call vote resulted as follows:

Charles Hall

Gary Lee

Steve Stofte

C.J. 2016, Page

Date: 6-16-16

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

revised 6/14/2016

Auditor's Office Approval

UNION COUNTY COMMISSIONERS JOURNAL 2016

June 16, 2016

TRANSFER FORM

_____ Tuesday (Due to the Auditor by noon Friday) 6/16/2016 Thursday (Due to the Auditor by noon Tuesday)

Department: Rm Date: 6/10/16

RESOLUTION RE: TRANSFER OF FUNDS

A motion was made by Gary Lee and seconded by Charles Hall
to approve the following transfer (s):

From:	General	010C0115	Grants-Public Assist	A	550190
	Fund Name	Org Number	Object Name	A / R	Object Number
To:	PA	35008008	Local	R	450108
	Fund Name	Org Number	Object Name	A / R	Object Number
		Amount: \$	17,755.50		

From:	Fund Name	Org Number	Object Name	A / R	Object Number
To:	Fund Name	Org Number	Object Name	A / R	Object Number
		Amount: \$			

From:	Fund Name	Org Number	Object Name	A / R	Object Number
To:	Fund Name	Org Number	Object Name	A / R	Object Number
		Amount: \$			

From:	Fund Name	Org Number	Object Name	A / R	Object Number
To:	Fund Name	Org Number	Object Name	A / R	Object Number
		Amount: \$			

Reason for Request:
Mandated Share 4-6/2016

Approved by Administrator

Roll call vote resulted as follows:

cc: Auditor
Originator
Originator File
Transfer File

Charles Hall
Gary Lee
Steve Stolte

C.J. 2016 Page 1
Date: 6-16-16

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): James Alexander

revised 6/10/2016

Auditor's Office Approval [Signature]

UNION COUNTY COMMISSIONERS JOURNAL 2016

June 16, 2016

TRANSFER FORM☒ Tuesday (Due to the Auditor by noon Friday) ☐ Thursday (Due to the Auditor by noon Wednesday)Department: **Mental Health and Recovery Board**Date: **6/13/2016****RESOLUTION RE: TRANSFER OF APPROPRIATIONS AND/OR FUNDS**A motion was made by Gary Lee
to approve the following transfer (s):and seconded by Charles Hall

From:	General	010C0109	Collab Family Risk	A	550190
	Fund Name	Fund #	Account Name	A / R	Account Number
To:	Family Risk	39043008	Local Funding FFT	R	450106
	Fund Name	Fund #	Account Name	A / R	Account Number
	Amount: \$		23,670.00		

From:					
	Fund Name	Fund #	Account Name	A / R	Account Number
To:					
	Fund Name	Fund #	Account Name	A / R	Account Number
	Amount: \$				

From:					
	Fund Name	Fund #	Account Name	A / R	Account Number
To:					
	Fund Name	Fund #	Account Name	A / R	Account Number
	Amount: \$				

From:					
	Fund Name	Fund #	Account Name	A / R	Account Number
To:					
	Fund Name	Fund #	Account Name	A / R	Account Number
	Amount: \$				

Reason for Request:

General fund portion for Home Based Family Services for the 3rd Quarter 2016.

Roll call vote resulted as follows:

cc: Auditor
Originator
Originator File
Transfer File

Charles Hall
Gary Lee
Steve Stoffe

C.J. 2016, Page -
Date: 6-16-16

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

revised 6/13/2016

Auditor's Office Approval

UNION COUNTY COMMISSIONERS JOURNAL 2016

June 16, 2016

TRANSFER FORM

_____ Tuesday (Due to the Auditor by noon Friday) XX Thursday (Due to the Auditor by noon Wednesday)

Department: Central Ohio Youth Center Date: June 13, 2016

RESOLUTION RE: TRANSFER OF APPROPRIATIONS AND/OR FUNDS

A motion was made by Gary Lee and seconded by Charles Hall
to approve the following transfer (s):

From:	<u>COYC</u>	<u>97041800</u>	<u>Contract Services</u>	<u>A</u>	<u>530100</u>
	Fund Name	Fund #	Account Name	A / R	Account Number
To:	<u>Union County Sheriff</u>	<u>20943808</u>	<u>Sheriff Fees</u>	<u>R</u>	<u>420104</u>
	Fund Name	Fund #	Account Name	A / R	Account Number
		Amount: \$	77.00		

From:	<u>COYC</u>	<u>97041800</u>	<u>Contract Services</u>	<u>A</u>	<u>530100</u>
	Fund Name	Fund #	Account Name	A / R	Account Number
To:	<u>Union County Sheriff</u>	<u>20943808</u>	<u>BCI Fees</u>	<u>R</u>	<u>420111</u>
	Fund Name	Fund #	Account Name	A / R	Account Number
		Amount: \$	322.00		

From:	_____	_____	_____	_____	_____
	Fund Name	Fund #	Account Name	A / R	Account Number
To:	_____	_____	_____	_____	_____
	Fund Name	Fund #	Account Name	A / R	Account Number
		Amount: \$			

From:	_____	_____	_____	_____	_____
	Fund Name	Fund #	Account Name	A / R	Account Number
To:	_____	_____	_____	_____	_____
	Fund Name	Fund #	Account Name	A / R	Account Number
		Amount: \$			

Reason for Request:

Background Check(s) on Watson, Tucker, Richardson, Turner, Preece, Arbogast, Cayot

Roll call vote resulted as follows:

cc: Auditor
Originator
Originator File
Transfer File

Charles Hall
Gary Lee
Steve Stoltz

C.J. 2016, Page 1
Date: 6-16-16

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): TS

revised 6/13/2016

Auditor's Office Approval [Signature]

Motion by Charles Hall and seconded by Gary Lee that this resolution be adopted and was carried by the following vote:

Steve Stoltz, Yea
Gary Lee, Yea
Charles Hall, Yea

* * *

UNION COUNTY COMMISSIONERS JOURNAL 2016
June 16, 2016

RESOLUTION NO. 16-222:**Executive Session – Commissioners**

The County Commissioners do hereby approve entering into executive session at 11:26 a.m. discuss pending litigation, Kile Ditch. The session ended at 11:37 a.m. Resolution to follow.

Motion by Gary Lee and seconded by Charles Hall that this resolution be adopted and was carried by the following vote:

* * *

RESOLUTION NO. 16-223:**Disposal of Obsolete or Unserviceable Items – Law Library Resources Board**

The Commissioners do hereby approve the disposal of obsolete law library books pursuant to ORC 307.12(1) as approved in agreement with a Board resolution of the Union County Law Library Resources Board, as the Commissioners have determined that the personal property is not needed for public use, or is obsolete or unfit for the use for which it was acquired, and that the property has no value.

Title	Beginning Year	Ending Year	Volumes
ALR - 2nd Series - Supplementing	1999	2004	50
ALR - 3rd Series	1965	1980	100
ALR - 4th Series	1980	1991	91
ALR - 5th Series	1992	2005	125
ALR - 6th Series	2005	2006	19
ALR - Federal	1969	2005	200
ALR - Federal - 2nd Series	2005	2011	55
ALR - Federal - Index	1999	2009	7
ALR - Federal - Quick Index - 2nd	2010	2010	1
ALR - Federal - Quick Index - 2nd	2001	2009	2
ALR - Federal - Table of Law, Rules and Regulations	2001	2001	1
ALR - Federal - Tables	2009	2009	4
ALR - Federal - Tables - 2nd	2010	2010	4
ALR - International	2010	2010	1
ALR Blue Book	2004	2007	2
ALR Digest	2004	2008	24
ALR Quick Index - 4th	2009	2009	1

Motion by Charles Hall and seconded by Steve Stolte that this resolution be adopted and was carried by the following vote:

Steve Stolte, Yea
 Gary Lee, Yea
 Charles Hall, Yea

* * *

UNION COUNTY COMMISSIONERS JOURNAL 2016
June 16, 2016

RESOLUTION NO. 16-224:**Road Improvements, snow removal – Unionville Center - Engineer**

The Commissioners do hereby approve the following required work for the Village of Unionville Center:

- Labor, equipment and material costs to plow and treat streets and alleys during the calendar year 2016 when there is snowfall of 2 inches or more.

RESOLUTION

JUN 13 2016

To The Union County Engineer**UNION COUNTY ENGINEER**

BE IT RESOLVED this 8 day of June, 2016, by the Village Council of
Unionville Center of Union County, Ohio that the Union County Engineer has
prepared this resolution for the required work listed below:

Labor, equipment and material costs to plow and treat streets and alleys in the Village of Unionville Center
during the calendar year 2016 when there is snowfall of 2 inches or more.

Regular Hourly Labor Rate	\$37.44 per hour
Overtime Hourly Labor Rate	\$56.16 per hour
Single Axle Dump with Plow	\$41.86 per hour
Bobcat (when needed according to amount of snow fall)	\$23.10 per hour
Salt/Stone Mix	\$40.88 per ton

The Village will be invoiced once a month for the labor, equipment, and material used.

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

Brenda Morris moved and Mary Jo Morris seconded the adoption of this
resolution.

UNION COUNTY COMMISSIONERS JOURNAL 2016
June 16, 2016

Roll Call Vote:

my wife 6-8-16
On Marie Lash 6/8/16

I, Christa Williams Village Clerk of Unionville Center of Union County, Ohio, hereby certify that the funds required to pay the costs expressed above have been lawfully appropriated and are free from previous obligation.

6-8-16 Christa Williams
Date Village Clerk

Motion by Charles Hall and seconded by Steve Stolte that this resolution be adopted and was carried by the following vote:

Steve Stolte, Yea
Gary Lee, Yea
Charles Hall, Yea

* * *

RESOLUTION NO. 16-225:**Commercial Lease Addendum – John L. Vickers, Landlord- Clerk of Court Title**

The Commissioners do hereby approve the following Commercial Lease Addendum by and between John L. Vickers with an address of 1911 Jewett Road, Powell, Ohio 43065 and Teresa Nickle, Clerk of Courts, Title.

- Location – 7020 St. Rt. 161 Units A&B, Plain City Ohio
- Total sq. ft. 4,500 +/-
- Term – 06-01-2016 through 05-31-2021
- Monthly rent of \$4,500 (one half the stated monthly rent or \$2,500 will be accepted from 06-01-16 through the earlier of 11-01-2016 or the date the Lessee opens to the public for business.

UNION COUNTY COMMISSIONERS JOURNAL 2016

June 16, 2016

**ADDENDUM TO COMMERCIAL GROSS LEASE
7020 STATE ROUTE 161, UNITS A AND B
PLAIN CITY, OHIO
LESSOR: JOHN L. VICKERS
TENANT: UNION COUNTY, OHIO**

This Addendum to Commercial Gross Lease is made a part of the attached form and contains additional terms. The provisions in this Addendum control over any conflicting provision of the attached Commercial Gross Lease form. The paragraph number on this Addendum corresponds to the relevant paragraph in the attached form.

1. **Names.** Landlord's Contact: John L. Vickers
 1911 Jewett Road
 Powell, OH 43065
 614-374-2963

 Tenant's Contact: Teresa Nickle, Clerk of Courts
 221 West 5th Street
 Marysville, OH 43040
 937-645-3006
2. **Part of Building Only.** Specifically, Tenant is leasing 7020 St. Rt. 161, Units A, B, and C, consisting of 4,500 sq. ft. +/-.
3. **Term of Lease.** This lease begins on June 1, 2016 and ends on May 31, 2021.
4. **Rent.** Monthly Rent will be \$4,500.00. To accommodate the lead-time for Tenant scheduling installation of information technology equipment by the Ohio Bureau of Motor Vehicles, Landlord agrees to accept one-half (1/2) the stated monthly rent, \$2,250.00, from June 1, 2016 through the earlier of November 1, 2016 or the date Lessee opens to the public for business. Tenant agrees to request installation of that equipment promptly upon signing this Lease.
10. **Landlord's Representations.**
 C. Landlord represents that upon delivery of the Premises to Tenant all building systems shall be in good operating condition and the Premises is in compliance with all applicable codes and regulations under federal, state and local laws.
12. **Maintenance and Repairs.** Landlord agrees to give Tenant 48 hours advance Notice of the scope and necessity for any of Landlord's Maintenance or Repair work to be performed. However, in an emergency, Landlord may, without any advance Notice to Tenant, undertake any temporary corrective action that is necessary to abate the emergency until the Landlord can give Notice to Tenant of the "permanent" corrective action to be taken.
 Tenant accepts responsibility for routine maintenance and repairs to the heating, ventilating, and air conditioning (HVAC) systems serving the Leased Premises. Routine Maintenance of the HVAC system does not include replacing any parts or electronic components not identified for routine maintenance in the manufacturers' documentation.
 In consideration of Tenant accepting responsibility for routine maintenance and repairs of the HVAC systems during the term of this Lease, Landlord agrees to provide written evidence that the HVAC systems are in good working condition as of the beginning date of this Lease as evidenced by a written inspection report from an Ohio licensed HVAC contractor not less than

30 days old. Landlord shall also provide Tenant with the documents regarding routine maintenance from the manufacturer of each component of the HVAC system.

15. **Subletting and Assignment.** Tenant will not assign this lease without the written consent of Landlord. Tenant may sublet up to one-half (1/2) of the Premises to another governmental office or agency upon giving written notice to Landlord. Any such sublease will not release Tenant from any of its responsibilities under this Lease. Tenant may not otherwise sublet any portion of the Premises without first obtaining the written consent of Landlord. Landlord will not unreasonably withhold consent requested under this section.

16. **Damage to Premises.** Tenant is "substantially deprived of the use of the premises" at any time Tenant is unable to fifty percent (50%) or more of the Leased Premises.

27. **Counterparts.** This Lease is offered for signature by Landlord and it is understood that this Lease shall not be binding upon Tenant unless and until the Lease shall be (i) approved by the Board of County Commissioners, Union County, Ohio; (ii) certified by Tenant's Fiscal Officer; and (iii) fully and properly executed by Tenant and delivered to Landlord. This Lease may be executed in two or more counterparts including signing a facsimile or scanned, electronic version, which together shall constitute a single instrument. This Agreement and any document relating to it may be executed and transmitted to any other party by facsimile or other electronic imaging method, which shall be deemed to be, and utilized in all respects as, an original, wet-inked, manually executed document.

This Agreement shall become effective only when counterparts have been signed by each of the Parties and delivered to the other Parties; it being understood and agreed that all Parties need not sign the same counterparts.

31. **Annual Appropriations.** All of Tenant's obligations under this Lease are contingent upon the Board of County Commissioners appropriating the funds on an annual basis necessary for the continuation of this Lease in any year of the term. In the even the funds necessary for the continuation of this Lease are not appropriated or approved, the Tenant will notify the Landlord of such occurrence in writing. This Lease shall thereafter terminate and be rendered null and void on the last day of the last fiscal period for which appropriations were made. Such termination is made pursuant to and in accordance with the terms of this Lease and shall not be considered to be a breach or default on the part of Tenant, and shall not result in Tenant having liability to Landlord or any third party for any penalty, liability, or any other expense.

32. **Non-disturbance.** If there is, as of the date of this Lease, a mortgage, deed of trust, or similar instrument affecting the Building or the Premises, Landlord agrees to deliver to Tenant, within twenty (20) business days of the signature of this Lease, a commercially reasonable non-disturbance agreement signed by the holder of such mortgage, deed of trust or similar instrument. Tenant, at Landlord's request, will sign any documents reasonably requested to properly subordinate this Lease to a mortgage, deed of trust, or similar instrument, but only if the party seeking such subordination delivers to Tenant a commercially reasonable non-disturbance agreement.

33. **Invalidity.** If any term or provision of this Lease, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, 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, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

UNION COUNTY COMMISSIONERS JOURNAL 2016

June 16, 2016

34. Special County Requirements.

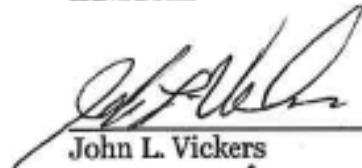
(A) Landlord recognizes and agrees that no public official or employee of tenant may be deemed to have apparent authority to bind tenant to any contractual obligations not properly authorized pursuant to Tenant's contracting and purchasing procedures.

(B) Landlord represents and warrants that it is not subject to any "unresolved" finding for recovery under Ohio Rev. Code section 9.24. If this representation and warranty is deemed to be false, this lease is void ab initio, and the Landlord must immediately make Tenant whole for any damages sustained by T tenant, together with disgorging any funds received from Tenant under this lease.

(C) No representation, warranty, covenant, agreement, obligation or stipulation contained in this Lease shall be deemed to constitute a representation, warranty, covenant, agreement, obligation or stipulation of any present or future trustee, member, officer, agent or employee of Union County in an individual capacity, and to the extent authorized and permitted by applicable law, no official executing or approving this Lease shall be liable personally under this Agreement or be subject to any personal liability or accountability by reason of the issuance thereof.

(D) Landlord represents and warrants that it and each individual identified in R.C. §§ 3517.13(I) or 3517.13(J), as applicable, are in full compliance with the political contribution limitations in R.C. §3517.13, as amended.


LANDLORD



John L. Vickers
Date: 6/8, 2016

TENANT

Union County, Ohio




By
Steve A. Stolte
President, Board of County Commissioners
Date: 6-14-16, 2016

CERTIFICATION OF FUNDSRE: 7020 SR 161 Lease – Auto Title Office**ATTEST:** Weaver

I, Andrea L. ~~Weaver~~, Auditor, hereby certify that the money to meet this contract has been lawfully appropriated for the purpose of the contract and is the treasury of Union County, Ohio, or is in the process of collection to the credit of the appropriate fund (165) free from prior encumbrance.

Date: 6/13/16



Andrea L. Weaver, Union County Auditor

UNION COUNTY COMMISSIONERS JOURNAL 2016

June 16, 2016

34. Special County Requirements.

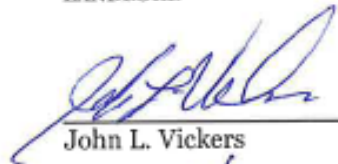
(A) Landlord recognizes and agrees that no public official or employee of tenant may be deemed to have apparent authority to bind tenant to any contractual obligations not properly authorized pursuant to Tenant's contracting and purchasing procedures.

(B) Landlord represents and warrants that it is not subject to any "unresolved" finding for recovery under Ohio Rev. Code section 9.24. If this representation and warranty is deemed to be false, this lease is void ab initio, and the Landlord must immediately make Tenant whole for any damages sustained by T tenant, together with disgorging any funds received from Tenant under this lease.

(C) No representation, warranty, covenant, agreement, obligation or stipulation contained in this Lease shall be deemed to constitute a representation, warranty, covenant, agreement, obligation or stipulation of any present or future trustee, member, officer, agent or employee of Union County in an individual capacity, and to the extent authorized and permitted by applicable law, no official executing or approving this Lease shall be liable personally under this Agreement or be subject to any personal liability or accountability by reason of the issuance thereof.

(D) Landlord represents and warrants that it and each individual identified in R.C. §§ 3517.13(I) or 3517.13(J), as applicable, are in full compliance with the political contribution limitations in R.C. §3517.13, as amended.

LANDLORD



John L. Vickers
Date: 6/8, 2016

TENANT
Union County, Ohio


By _____
Steve A. Stolte
President, Board of County Commissioners
Date: _____, 2016

CERTIFICATION OF FUNDSRE: 7020 SR 161 Lease – Auto Title Office**ATTEST:**

I, Andrea L. Weaver, Auditor, hereby certify that the money to meet this contract has been lawfully appropriated for the purpose of the contract and is the treasury of Union County, Ohio, or is in the process of collection to the credit of the appropriate fund (_____) free from prior encumbrance.

Please see additional signature page.

Date: _____

Andrea L. Weaver, Union County Auditor

UNION COUNTY COMMISSIONERS JOURNAL 2016

June 16, 2016

Commercial Gross Lease

See Attached ADDENDUM for additional Terms of this Lease.

1. Names. This lease is made by John L. Vickers, Landlord, and
Union County, Ohio, Tenant.

2. Premises Being Leased. Landlord is leasing to Tenant and Tenant is leasing from Landlord the following premises:
7020 St. Rt. 161

☐ **Part of Building Only.** Specifically, Tenant is leasing the 7020 St. Rt. 161 unit A B of the building.

☐ **Shared Facilities.** Tenant and Tenant's employees and customers may use the following additional facilities in common with other tenants, employees, and customers:

☒ **Parking spaces:** _____.

☐ **Restroom facilities:** _____.

☐ **Storage areas:** _____.

☐ **Hallways, stairways, and elevators:** _____.

☐ **Conference rooms:** _____.

☐ **Other:** _____.

3. Term of Lease. This lease begins on May 1, 2016 and ends on April 30, 2021.

4. Rent. Tenant will pay rent in advance on the 10th day of each month. Tenant's first rent payment will be on _____ in the amount of \$3000.00. Tenant will pay rent of \$3000.00 per month thereafter.

☒ **Tenant will pay this rental amount for the entire term of the lease.** See Addendum for Reduced Rent in first six months.

☐ **Rent will increase each year, on the anniversary of the starting date in paragraph 3, as follows:** _____.

5. Option to Extend Lease

☐ **First Option.** Landlord grants Tenant the option to extend this lease for an additional _____ years. To exercise this option, Tenant must give Landlord written notice on or before _____. Tenant may exercise this option only if Tenant is in substantial compliance with the terms of this lease. Tenant will lease the premises on the same terms as in this lease except as follows: _____.

☐ **Second Option.** If Tenant exercises the option granted above, Tenant will then have the option to extend this lease for _____ years beyond the first option period. To exercise this option, Tenant must give Landlord written notice on or before _____. Tenant may exercise this option only if Tenant is in substantial compliance with the terms of this lease. Tenant will lease the premises on the same terms as in this lease except as follows: _____.

6. Security Deposit. Tenant has deposited \$ Zero with Landlord as security for Tenant's performance of this lease. Landlord will refund the full security deposit to Tenant within 14 days following the end of the lease if Tenant returns the premises to Landlord in good condition (except for reasonable wear and tear) and Tenant has paid Landlord all sums due under this lease. Otherwise, Landlord may deduct any amounts required to place the premises in good condition and to pay for any money owed to Landlord under the lease. No Security Deposit is Required.

UNION COUNTY COMMISSIONERS JOURNAL 2016

June 16, 2016

15. Subletting and Assignment. Tenant will not assign this lease or sublet any part of the premises without the written consent of Landlord. Landlord will not unreasonably withhold such consent.

16. Damage to Premises

A. If the premises are damaged through fire or other cause not the fault of Tenant, Tenant will owe no rent for any period during which Tenant is substantially deprived of the use of the premises.

B. If Tenant is substantially deprived of the use of the premises for more than 90 days because of such damage, Tenant may terminate this lease by delivering written notice of termination to Landlord.

17. Notice of Default. Before starting a legal action to recover possession of the premises based on Tenant's default, Landlord will notify Tenant in writing of the default. Landlord will take legal action only if Tenant does not correct the default within ten days after written notice is given or mailed to Tenant.

18. Quiet Enjoyment. As long as Tenant is not in default under the terms of this lease, Tenant will have the right to occupy the premises peacefully and without interference.

19. Eminent Domain. This lease will become void if any part of the leased premises or the building in which the leased premises are located are taken by eminent domain. Tenant has the right to receive and keep any amount of money that the agency taking the premises by eminent domain pays for the value of Tenant's lease, its loss of business, and for moving and relocation expenses.

20. Holding Over. If Tenant remains in possession after this lease ends, the continuing tenancy will be from month to month.

21. Disputes

☐ **Litigation.** If a dispute arises, either party may take the matter to court.

☐ **Mediation and Possible Litigation.** If a dispute arises, the parties will try in good faith to settle it through mediation conducted by

☐ _____.

☐ a mediator to be mutually selected.

The parties will share the costs of the mediator equally. Each party will cooperate fully and fairly with the mediator and will attempt to reach a mutually satisfactory compromise to the dispute. If the dispute is not resolved within 30 days after it is referred to the mediator, either party may take the matter to court.

☐ **Mediation and Possible Arbitration.** If a dispute arises, the parties will try in good faith to settle it through mediation conducted by

☐ _____.

☐ a mediator to be mutually selected.

The parties will share the costs of the mediator equally. Each party will cooperate fully and fairly with the mediator and will attempt to reach a mutually satisfactory compromise to the dispute. If the dispute is not resolved within 30 days after it is referred to the mediator, it will be arbitrated by

☐ _____.

☐ an arbitrator to be mutually selected.

Judgment on the arbitration award may be entered in any court that has jurisdiction over the matter. Costs of arbitration, including lawyers' fees, will be allocated by the arbitrator.

Landlord need not participate in mediation or arbitration of a dispute unless Tenant has paid the rent called for by this lease or has placed any unpaid rent in escrow with an agreed upon mediator or arbitrator.

22. Additional Agreements. Landlord and Tenant additionally agree that: _____

UNION COUNTY COMMISSIONERS JOURNAL 2016

June 16, 2016

23. Entire Agreement. This is the entire agreement between the parties. It replaces and supersedes any and all oral agreements between the parties, as well as any prior writings.

24. Successors and Assignees. This lease binds and benefits the heirs, successors, and assignees of the parties.

25. Notices. All notices must be in writing. A notice may be delivered to a party at the address that follows a party's signature or to a new address that a party designates in writing. A notice may be delivered:

- (1) in person
- (2) by certified mail, or
- (3) by overnight courier.

26. Governing Law. This lease will be governed by and construed in accordance with the laws of the state of Ohio.

27. Counterparts. The parties may sign several identical counterparts of this lease. Any fully signed counterpart shall be treated as an original.

28. Modification. This lease may be modified only by a writing signed by the party against whom such modification is sought to be enforced.

29. Waiver. If one party waives any term or provision of this lease at any time, that waiver will be effective only for the specific instance and specific purpose for which the waiver was given. If either party fails to exercise or delays exercising any of its rights or remedies under this lease, that party retains the right to enforce that term or provision at a later time.

30. Severability. If any court determines that any provision of this lease is invalid or unenforceable, any invalidity or unenforceability will affect only that provision and will not make any other provision of this lease invalid or unenforceable, and shall be modified, amended, or limited only to the extent necessary to render it valid and enforceable. The attached Addendum to Commercial Gross Lease is made a part of this Lease and contains additional terms.

Dated: 6/8/2016

LANDLORD

Name of Business: _____

at _____

By: 

Printed Name: John L. Vickers

Title: _____

Address: _____

TENANT

Name of Business: Union County, Ohio

at _____

By: 

Printed Name: Steve Stolte

Title: President, Board of County Commissioners

Address: 233 West Sixth Street, Marysville, Ohio, 43040

[] GUARANTOR

By signing this lease, I personally guarantee the performance of all financial obligations of None under this lease.

Dated: _____

Printed Name: _____

Title: _____

Address: _____

Motion by Charles Hall and seconded by Steve Stolte that this resolution be adopted and was carried by the following vote:

Steve Stolte, Yea
Gary Lee, Yea
Charles Hall, Yea

* * *

UNION COUNTY COMMISSIONERS JOURNAL 2016
June 16, 2016

*Commissioner Hall attended BOR hearings this date.

* * *

*Commissioner Stolte attended the Soil & Water local work group meeting this date.

* * *

*Commissioner Lee attended CCAO meetings this date.

* * *

Commissioner Hall attended BOR hearings June 15th.

* * *

*Commissioner Stolte and Commissioner Lee attended the TRIAD Conference on June 15th.

* * *

*Commissioner Stolte attended the Dickman Supply Grand Opening on June 15th.

* * *

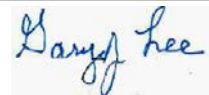
The Proceeding Minutes were Read and Approved June 21, 2016

X



Steve Stolte
Commissioner
Signed by: Letitia Rayl

X



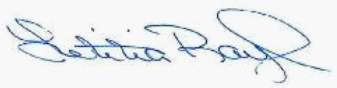
Gary Lee
Commissioner
Signed by: Letitia Rayl

X



Charles Hall
Commissioners
Signed by: Letitia Rayl

X



Letitia Rayl
Executive Assistant to the Board
Signed by: Letitia Rayl

UNION COUNTY COMMISSIONERS JOURNAL 2016

June 21, 2016


The Union County Commissioners met in regular session this 21st day of June, 2016 with the following members present:

Steve Stolte, President
 Gary Lee, Vice President
 Charles Hall, Commissioner
 Letitia Rayl, Executive Assistant to the Board


* * *

RESOLUTION NO. 16-226:**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 June 20, 2016

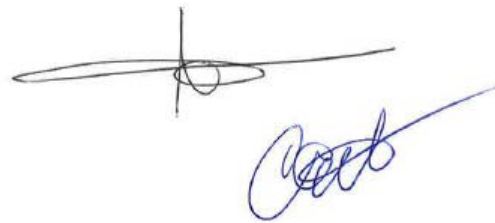


06/17/2016 10:13 laltizer		Union County, OH v10.5 Live INVOICE APPROVAL LIST						P 1 apapprov	
CLERK: laltizer									
VENDOR VDR NAME	DOCUMENT	INVOICE	INV DESC	NET AMOUNT	DUE DATE	BATCH WARRANT	DEPT	VOUCHER	
Pending approval 1419 DYNA SYSTE	process: API 1	23025475	Shop Supplies	330.98	06/14/2016	5209 062116	422		
Pending approval	type: SEG								
Pending approval 2475 UNION COUN	process: API 45588	May 20161	Union County	30.00	06/14/2016	5169 062116	420		
Pending approval	type: SEG								
Pending approval 621 CORSA	process: API 45692	2016/2017	2016/2017 COR	183,301.00	04/01/2016	5181 062116	412		
Pending approval	type: SEG								
Pending approval 1522 CENTURYLIN	process: API 45726	302100807-06032016	B - Wireless	946.00	06/21/2016	5195 062116	438		
Pending approval	type: SEG								



The complete listing of invoices for the signature below is on file in the Auditor's Office.

** END OF REPORT - Generated by Lindsay Altizer **



Motion by Charles Hall and seconded by Gary Lee that this resolution be adopted and was carried by the following vote:

Steve Stolte, Yea
 Gary Lee, Yea
 Charles Hall, Yea

* * *

*Commissioner met with Thea Walsh, MORPC Director of Transportation Systems & Funding; Mike Borger, Senior Planner MORPC; and Nate Vogt, Transportation Improvement Program Funding Manager MORPC this date. Discussions were held on the following.

- Update on progress of the Central Ohio RTP Project.

* * *

UNION COUNTY COMMISSIONERS JOURNAL 2016

June 21, 2016

RESOLUTION NO. 16-227:**Approving the Memorandum of Understanding for the Central Ohio Rural Transportation Planning Organization (RTPO) and Appointing Members to Serve on the RTPO Committee**

The County Commissioners do hereby approve the following Memorandum of Understanding

WHEREAS, the Mid-Ohio Regional Planning Commission (MORPC) has requested that Union County approve a Memorandum of Understanding between MORPC and Union County in the interest of creating the Central Ohio Rural Transportation Planning Organization (RTPO); and

WHEREAS, by the Memorandum of Understanding the Board of County Commissioners will establish a RTPO County Subcommittee; and

WHEREAS, the Board of County Commissioners will serve as the appointing authority for two members of Central Ohio RTPO Committee.

NOW, THEREFORE BE IT RESOLVED by the Board of County Commissioners of Union County that;

1. The Memorandum of Understanding to join the Central Ohio Rural Transportation Planning Organization, a copy of which is hereto as Attachment 1, is hereby approved.
2. The Union County RTPO Subcommittee is hereby created with members to be named later.
3. Union County Commissioner Steve Stolte (Designee Charles Hall) and Union County Engineer, Jeff Stauch (designee Bill Narducci) are hereby appointed to serve on the Union County RTPO Sub Committee and the Central Ohio RTPO Committee.

Motion by Steve Stolte and seconded by Charles Hall that this resolution be adopted and was carried by the following vote:

Steve Stolte, Yea
Gary Lee, Yea
Charles Hall, Yea

* * *

RESOLUTION NO. 16-228:**Agreement for Child Placement and Related Services – The Marsh Foundation – Union County Department of Job and Family Services**

The Commissioners do hereby approve the following Agreement for Child Placement and Related Services by and between Union County Department of Job and family Services with an address of 940 London Ave., PO BOX 389 Marysville, Ohio 43040 and The Marsh Foundation with an address of 1229 Lincoln Hwy, PO Box 350, Van Wert, Ohio 45891.

- Term – 04-27-16 through 12-31-16
- Maximum amount payable \$50,000.00

Motion by Charles Hall and seconded by Gary Lee that this resolution be adopted and was carried by the following vote:

Steve Stolte, Yea
Gary Lee, Yea
Charles Hall, Yea

* * *

UNION COUNTY COMMISSIONERS JOURNAL 2016
June 21, 2016

RESOLUTION NO. 16-229:**Memorandum of Understanding – Department of Administrative Services, Office of Information Technology – Union County Department of Job and Family Services**

The Commissioners do hereby approve the following Memorandum of Understanding by and between the Department of Administrative Services (DAS), Office of Information Technology (UIT) and the Union County Department of Job and Family Services.

- Maximum reimbursement period – 07-01-16 through 06-30-17
- Maximum amount payable \$28,733.00

Motion by Charles Hall and seconded by Gary Lee that this resolution be adopted and was carried by the following vote:

Steve Stolte, Yea
Gary Lee, Yea
Charles Hall, Yea

* * *

RESOLUTION NO. 16-230:**Disposal of Obsolete or Unserviceable Item – DJFS**

The Commissioner do hereby approve the follow items for auction through GovDeals.

- 2001 Dodge Caravan Sport



**Union County
Dept. of Job and Family Services**

940 London Ave., Suite 1800 937-644-1010
P.O. Box 389 800-248-2347
Marysville, OH 43040 Fax: 937-644-8700

<http://w2.co.union.oh.us/djfs/>

June 16, 2016

Board of Commissioners,

I recommend the following item to be auctioned in the next on-line auction with Gov Deals: 2001 Grand Caravan Sport Van. This item needs significant repair and is unfit for the use for which it was acquired.

Thank you,

Sue Ware
Human Services Director

UNION COUNTY COMMISSIONERS JOURNAL 2016

June 21, 2016

Motion by Charles Hall and seconded by Gary Lee that this resolution be adopted and was carried by the following vote:

Steve Stolte, Yea
Gary Lee, Yea
Charles Hall, Yea

* * *

RESOLUTION NO. 16-231:**Road Improvements – Village of Magnetic Springs - Engineer**

The Commissioners do hereby approve the following road improvements for the Village of Magnetic Springs:

- Magnetic Springs – Drainage Tile Repair \$665.76

RESOLUTION**To The Union County Engineer**

BE IT RESOLVED this 16th day of June, 2016, by the Trustees of Village of Magnetic Springs Township of Union County, Ohio that the Union County Engineer has prepared estimates for the required work:

Road Number	Road Section	Road Name	Description of Work	Estimated Cost
		Magnetic Springs	Drainage Tile Repair	\$ 665.76
TOTAL				\$ 665.76

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

Darrel Wheeler moved and Dean Bowsher, Sr. seconded the adoption of this resolution.

Roll Call Vote:

Rex Pierce yes
Richard Murphy yes
Deborah Lutz yes
Carol Verity yes

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

6.16.16
Date

Casey Tuck
Fiscal Officer

UNION COUNTY COMMISSIONERS JOURNAL 2016

June 21, 2016

Motion by Charles Hall and seconded by Gary Lee that this resolution be adopted and was carried by the following vote:

Steve Stolte, Yea
Gary Lee, Yea
Charles Hall, Yea

* * *

RESOLUTION NO. 16-232:**Road Improvements – Darby Township - Engineer**

The Commissioners do hereby approve the following road improvements for Darby Township:

- Autumn Ridge Subdivision Roads – Crack Seal \$2,116.04
- TR 547 A,B Raintree and Riverbirch – Grader Patch \$4,792.70
- \$6,908.74

RESOLUTION**To The Union County Engineer**

BE IT RESOLVED this 13 day of June, 2016, by the Trustees of

Darby Township of Union County, Ohio that the Union County Engineer

has prepared estimates for the required work:

Road Number	Road Section	Road Name	Description of Work	Estimated Cost
		Autumn Ridge Subdivision Roads	Crack Seal - work	1797.16
			equipment	318.88
				= 2116.04
TR-547	A, B	Raintree and Riverbirch	Grader Patch - work	374.41
			materials	4140.00
			equipment	278.29
				= 4792.70
TOTAL				\$6,908.74

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

Mr. Davenport moved and Mr. Blumenschein seconded the adoption of this resolution.

Roll Call Vote:

Dys JA YEA
Dennis Blumenschein YEA
Davenport YEA

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

6/13/16
Date

[Signature]
Fiscal Officer

UNION COUNTY COMMISSIONERS JOURNAL 2016

June 21, 2016

Motion by Charles Hall and seconded by Gary Lee that this resolution be adopted and was carried by the following vote:

Steve Stolte, Yea
Gary Lee, Yea
Charles Hall, Yea

* * *

RESOLUTION NO. 16-233:**Road Improvements – Allen Township - Engineer**

The Commissioners do hereby approve the following road improvements for Allen Township:

- TR 166 B, Smokey Road – Grader Patch in curve \$1,674.86
- Delaware Street – Chip Seal \$5,611.86
- \$7,286.72

RESOLUTION**To The Union County Engineer**

BE IT RESOLVED this 6th day of June, 2016, by the Trustees of

Allen Township of Union County, Ohio that the Union County Engineer

has prepared estimates for the required work:

Road Number	Road Section	Road Name	Description of Work	Estimated Cost
TR 166	B	Smokey Road	Grader Patch in the curve	\$ 1,674.86
TR 166		Smokey Road	Chip Seal	\$ 5,611.86
TOTAL				\$ 7,286.72

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

Ron Chapman moved and Don McCrory seconded the adoption of this resolution.

Roll Call Vote:

Ron Chapman yes
Don McCrory yes
Jack Pavek yes

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

6-17-2016 Carol Ann Burt
Date Fiscal Officer

UNION COUNTY COMMISSIONERS JOURNAL 2016
June 21, 2016

Motion by Charles Hall and seconded by Gary Lee that this resolution be adopted and was carried by the following vote:

Steve Stolte, Yea
Gary Lee, Yea
Charles Hall, Yea

* * *

*Commissioners met with Andrea Weaver, County Auditor; Amy Hamilton, Chief Deputy Auditor; Lindsay Altizer, County Auditor Budgetary Supervisor; Sue Chongson, Auditor Clerk; Stephen Badenhop, County Archivist/Records Manager and Andrew Coutts, Public Affairs Liaison, Ohio Treasurer's Office and Eric Ockmanek, Chief of Staff Treasurer of Ohio, this date. Discussions were held on the following.

- Presentation on Ohiocheckbook.com.
- Auditor Weaver indicated that as a courtesy she was wanting to make the Board aware of her intent to move forward with this program with the Treasurer of States Office. At this time there is no cost to the County and her staff will be handling all work involved.

* * *

*Commissioner met with Thayne Gray, Civil Prosecutor this date in regards to his regular meeting. Discussions were held on the following.

- Update on work regarding an agreement between the Sheriff's Office and Columbus Police Department for usage of the Sheriff's shooting range. Thayne has been asked working through this matter.
- He will not be able to attend the Kileville Ditch hearing in Madison County on Monday.
- Status of RFQ for space study, still working on this matter.
- Dublin Green TIFF update, revisions are still being made.

* * *

UNION COUNTY COMMISSIONERS JOURNAL 2016
June 21, 2016

RESOLUTION NO. 16-234**Agreement to Finance John Deere 624K Loader – Engineer**

The Commissioners do hereby approve the following financing agreement with the Union County Engineer:



County Engineer
Environmental Engineer
Building Department
233 W. Sixth Street
Marysville, Ohio 43040
P 937. 645. 3018
F 937. 645. 3161
www.co.union.oh.us/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 Commissioners
From: Jeff Stauch
Date: June 21, 2016
Re: Financing for new John Deere 624K loader

.....
Thank you for assisting with our new loader purchase. The agreement to finance our expenditure will be structured as follows:

1 New Loader to be delivered during August 2016: Total Cost to be financed \$149,944.80

Financing Terms: 1.65% over 3 years, Payments will be due annually and the balance may be paid early if agreed upon by both the Commissioners and Engineer (the below dates and values are best estimates, and adjustments will be made with the Year 3 payment).

Year 1 (August 15, 2016): \$50,600.00 (Principal= \$50,600.00 Interest= \$0)
Year 2 (April 1, 2017): \$50,600.00 (Principal= \$49,571.58 Interest= \$1,028.42)
Year 3 (April 1, 2018): \$50,594.48 (Principal= \$49,773.22 Interest= \$821.26)

This arrangement will allow us to realize some savings in interest, and allow your office to receive a rate of return that is higher than the current market investment rate.

The initial purchase order will originate from the Commissioner's Office, within the Capital Project Equipment Fund 40041208 540100. Payment transfers will be directed from M&G account 25002200 540100 to: Capital Improvement Loan Reimbursement 40041208 480131 and Capital Improvement Interest Reimbursement 40041208 480132.

By signing, the Board of Commissioners accept this agreement:

Steve A. Stolte

Gary Lee

Charles Hall

Date

Jeff Stauch, PE/PS
County Engineer | Environmental Engineer

Mary A. Sampsel, PE
Assistant County Engineer | Chief Building Official

UNION COUNTY COMMISSIONERS JOURNAL 2016

June 21, 2016

Int Rates Annual	Int Rate Daily
1.65%	0.0045%

	Date	No of Days	Amount Fin
Purchase	8/15/2016		\$ 149,944.81
Interest	8/15/2016	0	\$ -
Balance			\$ 149,944.81
Payment	8/15/2016		\$ 50,600.00
Ending Balance	8/15/2016		\$ 99,344.81
Interest	4/1/2017	229	\$ 1,028.42
Balance			\$ 100,373.23
Payment	4/1/2017		\$ 50,600.00
Ending Balance	4/1/2017		\$ 49,773.23
Interest	4/1/2018	365	\$ 821.26
Balance			\$ 50,594.49
Payment	4/1/2018		\$ 50,594.49
Ending Balance	4/1/2018		\$ -
Total Interest Paid			\$ 1,849.68
Total Principle Paid			\$ 149,944.81

Motion by Charles Hall and seconded by Gary Lee that this resolution be adopted and was carried by the following vote:

Steve Stolte, Yea
Gary Lee, Yea
Charles Hall, Yea

* * *

RESOLUTION NO. 16-235:**Executive Session – Commissioners**

The County Commissioners do hereby approve entering into executive session at 10:06 a.m. to consider the appointment of a citizen to the Union County Mental Health Board. In attendance was Roberta Behrens. The session ended at 10:20 a.m. Resolution to follow.

Motion by Charles Hall and seconded by Gary Lee that this resolution be adopted and was carried by the following vote:

Steve Stolte, Yea
Gary Lee, Yea
Charles Hall, Yea

* * *

UNION COUNTY COMMISSIONERS JOURNAL 2016
June 21, 2016

RESOLUTION NO. 16-236:**Union County Mental Health & Recovery Board Appointment – Roberta Behrens**

The Commissioners do hereby approve the following Union County Mental Health & Recovery Board Appointment:

- Roberta Behrens
- 700 West 7th Street, Marysville, Ohio 43040
- 937-243-7999
- ehlersbehrensteam@gmail.com
- Term - 07-01-16 through 06-30-19.

Motion by Charles Hall and seconded by Gary Lee that this resolution be adopted and was carried by the following vote:

Steve Stolte, Yea
Gary Lee, Yea
Charles Hall, Yea

* * *

*Commissioner met with Jeff Stauch, Engineer this date in regards to his regular meeting. Discussions were held on the following.

- Discussed mutual agreement ditch petition forms, they have one situation pending.
- SWCD will be having final interviews for Ditch Maintenance Supervisor this Thursday.
- Discussed coordinating rides to Special Session Ditch Hearing in Madison County on Monday.
- OPWC informed us that Dublin has inquired about submitting for OPWC funds for projects in Union County, which is a competitive process.
- Draft with Nationwide Realty for their contribution.
- They are participating in a conference call with DPL regarding power surges at the Engineer Facility on County Home Road.
- ODOT is now allowing themselves to “self-permit” flood zone hazards.

* * *

Bid Opening – 2016 Hot Mix Resurfacing – DKT04

The following bids were received at 11:00 am and opened and read aloud immediately after regarding 2016 Hot Mix Resurfacing.

The Shelly Company
80 Park Drive
Thornville, Ohio 43076

\$994,336.80

* * *

UNION COUNTY COMMISSIONERS JOURNAL 2016
June 21, 2016

RESOLUTION NO. 16-237:**Transfers of Appropriations and/or Funds**

The County Commissioners do hereby approve the following transfers of appropriations and/or funds:

TRANSFER FORM

_____ Tuesday (Due to the Auditor by noon Friday) 6/23/2016 Thursday (Due to the Auditor by noon Tuesday)

Department: UC Family Children First Date: 6/16/16

RESOLUTION RE: TRANSFER OF FUNDS

A motion was made by Charles Hall and seconded by Gary Lee
to approve the following transfer (s):

From:	<u>Help Me Grow</u>	<u>94442400</u>	<u>Contract Services</u>	<u>A</u>	<u>530100</u>
	Fund Name	Org Number	Object Name	A / R	Object Number
To:	<u>Public Health Nursing</u>	<u>9130H090</u>	<u>HMG Contract</u>	<u>R</u>	<u>459004</u>
	Fund Name	Org Number	Object Name	A / R	Object Number
		Amount: \$	6,604.00		

From:	_____	_____	_____	_____	_____
	Fund Name	Org Number	Object Name	A / R	Object Number
To:	_____	_____	_____	_____	_____
	Fund Name	Org Number	Object Name	A / R	Object Number
		Amount: \$			

From:	_____	_____	_____	_____	_____
	Fund Name	Org Number	Object Name	A / R	Object Number
To:	_____	_____	_____	_____	_____
	Fund Name	Org Number	Object Name	A / R	Object Number
		Amount: \$			

From:	_____	_____	_____	_____	_____
	Fund Name	Org Number	Object Name	A / R	Object Number
To:	_____	_____	_____	_____	_____
	Fund Name	Org Number	Object Name	A / R	Object Number
		Amount: \$			

Reason for Request:
05/2016 Early Intervention Service Coordination

Approved by County Administrator

Roll call vote resulted as follows:

cc: Auditor _____
Originator _____
Transfer File _____

Charles Hall Charles Hall
Gary Lee Gary Lee
Steve Stolte Steve Stolte

C.J. 2016, Page 1
Date: 6-21-16

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): James W. Lee

Auditor's Office Approval: Att

revised 6/16/2016

Motion by Charles Hall and seconded by Gary Lee that this resolution be adopted and was carried by the following vote:

Steve Stolte, Yea
Gary Lee, Yea
Charles Hall, Yea

* * *

RESOLUTION NO. 16-238:**Memorandum of understanding between the Union County Commissioners and the Mid-Ohio Regional Planning Commission (MORPC)**

The Commissioners do hereby approve the following Memorandum of Understanding by and between the Union County Commissioners and the Mid-Ohio Regional Planning Commissioner representing a mutual understanding and partnership in the creation of the Central Ohio Rural Transportation Planning Organization (RTPO).

UNION COUNTY COMMISSIONERS JOURNAL 2016

June 21, 2016

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE Union Co. BOARD OF COUNTY COMMISSIONERS AND
THE MID-OHIO REGIONAL PLANNING COMMISSION (MORPC)

This Memorandum of Understanding (MOU) between the Mid-Ohio Regional Planning Commission and The Union County Board of County Commissioners represents a mutual understanding and partnership in the creation of the Central Ohio Rural Transportation Planning Organization.

1.0 PARTIES

The two parties to this MOU are The Union Co. Board of County Commissioners (hereinafter "BOARD"); and the Mid-Ohio Regional Planning Commission (hereinafter "MORPC"); collectively "parties" or individually "party."

2.0 BACKGROUND AND PURPOSE

On July 1, 2013, the Ohio Department of Transportation (ODOT) began a two-year pilot program with five multi-county planning organizations (or councils of government), providing them with funding to conduct regional transportation planning in coordination with local stakeholders, Ohio Metropolitan Planning Organizations (MPOs), and ODOT. Much of Ohio's non-metropolitan local official coordination occurs among ODOT and these organizations. The five organizations recognized as Regional Transportation Planning Organizations and are now referred to as Rural Transportation Planning Organizations (RTPOs), cover 34 non-metropolitan counties in Ohio. These RTPOs along with Economic Development Districts (EDDs), County Engineers, County Commissioners, Public Transit Agencies, City Councils, Mayors and Township Trustees act as Ohio's stakeholders in the Rural Consultation Process.

On January 29, 2015, MORPC proposed to ODOT the development of a Rural Transportation Planning Organization (RTPO) for Central Ohio counties outside of its MPO area. The RTPO would have its own committee structure supported by MORPC.

On February 24, 2015, ODOT responded to MORPC's proposal with conditional criteria for development of a MORPC supported RTPO. Since ODOT's response, MORPC has been working with counties in its region to form a Central Ohio RTPO.

On March 25, 2016, ODOT authorized the Central Ohio RTPO area to organize as an RTPO, per ODOT's authority under 23 USC § 135(m), as amended: a State may establish and designate regional (rural) transportation planning organizations to enhance the planning, coordination, and implementation of statewide strategic long-range transportation plans and transportation improvement programs, with an emphasis on addressing the needs of nonmetropolitan areas of the State.

The Central Ohio RTPO geographic footprint is counties wholly or partially outside the MORPC MPO area but within the MORPC 15-county Area of Interest. The Central Ohio RTPO is a voluntary forum for cooperative decision-making through the consolidation of county-level long-range transportation plans and transportation improvement programs.

UNION COUNTY COMMISSIONERS JOURNAL 2016

June 21, 2016

3.0 General Responsibilities of both the BOARD and MORPC

- 3.1 Each party will assign a liaison to serve as the primary point of contact for purposes of this understanding.
- 3.2 Develop and maintain, in cooperation with ODOT, rural long-range multimodal transportation plans.
- 3.3 Develop a rural transportation improvement program for consideration by ODOT.
- 3.4 Foster the coordination of county, municipal and township planning, land use, and economic development plans with State, regional and local transportation plans and programs.
- 3.5 Provide technical assistance to local officials.
- 3.6 When appropriate, participate in national, multistate, and State transportation policy and planning development processes to ensure local input of nonmetropolitan areas.
- 3.7 Provide a forum for public participation in the statewide, regional and rural transportation planning processes.
- 3.8 Consider and share plans and programs with neighboring rural transportation planning organizations and metropolitan planning organizations.
- 3.9 Support and enhance the statewide planning process.
- 3.10 Review this Memorandum of Understanding at least five years after execution and replace or terminate it as determined during the review.

4.0 Specific Roles and Responsibilities of the Board of County Commissioners

By this memorandum of understanding, the BOARD agrees to:

- 4.1 Maintain membership in good standing with MORPC throughout the planning process and pay dues (including RTPO rate) upon the fee schedule of ten cents per capita, or as a non-member pay an annual fee for service of \$7,500. This requirement is waived for the first two years (the term of MORPC's first administrative service agreement with ODOT anticipated to be July 1, 2016 through June 30, 2018).
- 4.2 Establish a local County Sub-committee of the RTPO for Union County, the majority of which shall consist of county, township, and municipal local officials, or their designees, and, as appropriate, additional representatives from the ODOT, private business, transportation service providers, economic development practitioners, and/ or the public in the county. This structure complies with the recommendations from 23 USC § 135(m), as amended.
- 4.3 Actively participate on behalf of the County in the County Sub-committee transportation planning processes and meetings, and encourage local governments to do the same.
- 4.4 Appoint two elected officials and their respective designees to serve as members of the County Subcommittee to the Central Ohio RTPO.

5.0 Specific Roles and Responsibilities of the Mid-Ohio Regional Planning Commission

By the memorandum of understanding the MORPC agrees to:

- 5.1 Maintain an ODOT-recognized RTPO, which is a multi-jurisdictional organization of non-MPO local officials or their designees who volunteer for such organization and representatives of local transportation systems who volunteer for such organization, as required from 23 USC § 135(m), as amended.
- 5.2 Serve as the fiscal and administrative agent for the Central Ohio RTPO providing professional planning, management, and administrative support, as required from 23 USC § 135(m), as amended.
- 5.3 Specifically serve as administrative staff for each County Sub-committee transportation planning processes and meetings in the Central Ohio RTPO.
- 5.4 Assist the members of the County Sub-committees in the establishment of, and serve, the Central Ohio RTPO Committee.

6.0 Terms of Memorandum

- 6.1 This Memorandum of Understanding is effective on July 1, 2016. The Memorandum expires on the five year anniversary of that date.
- 6.2 Future relationships between the Central Ohio RTPO and the County shall be recorded via a cooperation agreement.
- 6.3 Either party may withdraw from participation in the MOU by providing 6-months advanced notification to the other party and resolution passed by their governing body
- 6.4 Amendment of this MOU shall only be by a written document signed by the parties.

7.0 Contractual Obligations

- 7.1 Except for Sections 4.0, 5.0, and 6.0 of this MOU, this is not a legally binding contract but rather an understanding between the two parties and as such shall have no force in law and is not enforceable by any court for any reason.

UNION COUNTY COMMISSIONERS JOURNAL 2016

June 21, 2016

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE Union Co BOARD OF COUNTY COMMISSIONERS AND
THE MID-OHIO REGIONAL PLANNING COMMISSION (MORPC)

MORPC

Executive Director

Printed Name

Date

BOARD

County Commissioner

Printed Name

Date

BOARD

County Commissioner

Printed Name

Date

BOARD

County Commissioner

Printed Name

Date

* * *

*Commissioner Lee attended the YMCA Warm Pool Dedication this date.

* * *

UNION COUNTY COMMISSIONERS JOURNAL 2016

June 21, 2016

The Proceeding Minutes were Read and Approved June 23, 2016

X

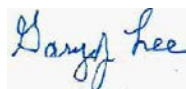


Steve Stolte

Commissioner

Signed by: Letitia Rayl

X



Gary Lee

Commissioner

Signed by: Letitia Rayl

X



Charles Hall

Commissioners

Signed by: Letitia Rayl

X



Letitia Rayl

Executive Assistant to the Board

Signed by: Letitia Rayl

UNION COUNTY COMMISSIONERS JOURNAL 2016
June 23, 2016

The Union County Commissioners met in regular session this 23rd day of June, 2016 with the following members present:

Steve Stolte, President
 Gary Lee, Vice President
 Charles Hall, Commissioner
 Letitia Rayl, Executive Assistant to the Board

* * *

RESOLUTION NO. 16-239:

Transfers of Appropriations and/or Funds

The County Commissioners do hereby approve the following transfers of appropriations and/or funds:

TRANSFER FORM

_____ Tuesday (Due to the Auditor by noon Friday) _____ Thursday (Due to the Auditor by noon Tuesday)

Department: Common Pleas Court Date: 6/22/16

RESOLUTION RE: TRANSFER OF APPROPRIATIONS AND/OR FUNDS

A motion was made by Charles Hall and seconded by Gary Lee
 to approve the following transfer (s):

From: <u>Mental Health & Addiction Services</u>	<u>17041406</u>	<u>Contract Services</u>	<u>530100</u>	<u>CP001</u>
Fund Name	Fund #	Account Name	A/R	Account Number
To: <u>Special Projects</u>	<u>15844400</u>	<u>Reimbursements</u>	<u>480110</u>	
Fund Name	Fund #	Account Name	A/R	Account Number
Amount: \$		<u>37,661.00</u>		

From: _____	_____	_____	_____	_____
Fund Name	Fund #	Account Name	A/R	Account Number
To: _____	_____	_____	_____	_____
Fund Name	Fund #	Account Name	A/R	Account Number
Amount: \$		_____		

From: _____	_____	_____	_____	_____
Fund Name	Fund #	Account Name	A/R	Account Number
To: _____	_____	_____	_____	_____
Fund Name	Fund #	Account Name	A/R	Account Number
Amount: \$		_____		

From: _____	_____	_____	_____	_____
Fund Name	Fund #	Account Name	A/R	Account Number
To: _____	_____	_____	_____	_____
Fund Name	Fund #	Account Name	A/R	Account Number
Amount: \$		_____		

Reason for Request:
To reimburse Taylor Tharp - Special Project - Salary and Benefits
Drug Court Clinician

Roll call vote resulted as follows:

cc: Auditor	Charles Hall
Originator	Gary Lee
Originator File	Steve Stolte
Transfer File	

C.J. 2016, Page 1
 Date: 6-23-16

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

revised 11/16/2015 Auditor's Office Approval CHS

Motion by Charles Hall and seconded by Gary Lee that this resolution be adopted and was carried by the following vote:

Steve Stolte, Yea
 Gary Lee, Yea
 Charles Hall, Yea

* * *

UNION COUNTY COMMISSIONERS JOURNAL 2016
June 23, 2016

*Commissioner met with Randy Riffle, Chief Operations Officer this date in regards to his regular meeting. Discussions were held on the following.

- Updated on the condition of the Ag Center roof. Will report back.
- Sally port roof project has been started.
- Commissioners Office renovation project update. May be in over the weekend to keep the project moving.
- Main Street construction update.
- CORSA annual payment that was approved this week will not actually be paid until next week per the Auditor's Office
- Working with the Clerk of Courts on her satellite office project.
- Went through the Engineer's renovation punch list with him today.
- Following up with the Judge Eufinger and her projects.
- Working on paperwork requested by the Auditors Office.
- Low Voltage Solutions Inc. was on site for some of the technical issues with the hearing room renovations.

* * *

UNION COUNTY COMMISSIONERS JOURNAL 2016

June 23, 2016

RESOLUTION 16-240:**Financing for Western Star Trucks – Resolution Omission/Correction**

The Commissioners do hereby approve the following authorizing said financing agreement was inadvertently omitted from the County Commissioners' Journal.

Whereas, the Board of County Commissioners, through the County Administrator, agreed to finance 5 Western Star 4700 SB Tandem Axle trucks for the County Engineer on May 30, 2014, and

Whereas, the County Commissioners wish to rectify the omission from the journal.



County Engineer
Environmental Engineer
Building Department
233 W. Sixth Street
Marysville, Ohio 43040
P 937. 645. 3018
F 937. 645. 3161
www.co.union.oh.us/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 Commissioners
From: Jeff Stauch
Date: May 13, 2014
Re: Financing for Western Star trucks

Thank you for assisting with our new tandem dump truck purchases. The agreement to finance our expenditure will be structured as follows:

5 Western Star 4700 SB Tandem Axle trucks to be delivered approximately July 2015: \$694,155.00

Financing Terms: 1.75% over 5 years, Payments will be due annually and the balance may be paid early if agreed upon by both the Commissioners and Engineer.

Year 1 (June 2, 2014): \$146,374
Year 2 (April 1, 2015): \$146,374
Year 3 (April 1, 2016): \$146,374
Year 4 (April 1, 2017): \$146,374
Year 5 (April 1, 2018): \$146,374

This arrangement will allow us to realize some savings in interest, and allow your office to receive a rate of return that is higher than the current market investment rate.

The initial purchase order will originate from the Commissioner's Office. Two or three payments against that PO may be necessary as the trucks will be delivered in various stages. The Engineer's Office will directly transfer the 'Year 1 Payment' within 30 days.

By signing the Board of Commissioners accept this agreement:


County Administrator

Signed this date: May 30, 2014 on behalf of the Union County Board of Commissioners

Jeff Stauch, PE/PS
County Engineer | Environmental Engineer

Mary A. Sampsel, PE
Assistant County Engineer | Chief Building Official

Motion by Charles Hall and seconded by Gary Lee that this resolution be adopted and was carried by the following vote:

Steve Stolte, Yea
Gary Lee, Yea
Charles Hall, Yea

* * *

UNION COUNTY COMMISSIONERS JOURNAL 2016

June 23, 2016

RESOLUTION NO. 16-241:**Correcting Payment Schedule Resolution No. 16-240 - Financing for Western Star Trucks – Engineer**

The Commissioners do hereby approve the following correction to the payment schedule for Memo dated May 30, 2014 regarding the financing for Western Start Trucks for the Union County Engineer.

Int Rates Annual	Int Rate Daily		
1.75%	0.0048%		
	Date	No of Days	Amount Fin
Purchase	8/26/2014		\$694,155.00
Interest	8/8/2014		\$ -
Balance	8/8/2014		\$ 694,155.00
Payment	8/8/2014		\$ 146,374.00
Ending Balance	8/8/2014		\$ 547,781.00
Interest	3/24/2015	210	\$ 5,515.33
Balance	3/24/2015		\$ 553,296.33
Payment	3/24/2015		\$ 146,374.00
Ending Balance	3/24/2015		\$ 406,922.33
Interest	7/1/2016	465	\$ 9,072.14
Balance	7/1/2016		\$ 415,994.47
Payment	7/1/2016		\$ 140,677.00
Ending Balance	7/1/2016		\$ 275,317.47
Interest	4/1/2017	274	\$ 3,616.84
Balance	4/1/2017		\$ 278,934.31
Payment	4/1/2017		\$ 140,677.00
Ending Balance	4/1/2017		\$ 138,257.31
Interest	4/1/2018	365	\$ 2,419.50
Balance	4/1/2018		\$ 140,676.81
Payment	4/1/2018		\$ 140,676.81
Ending Balance	4/1/2018		\$ 0.00
Total Interest Paid			\$ 20,623.81
Total Principle Paid			\$ 694,155.00

Motion by Charles Hall and seconded by Gary Lee that this resolution be adopted and was carried by the following vote:

Steve Stolte, Yea
Gary Lee, Yea
Charles Hall, Yea

* * *

UNION COUNTY COMMISSIONERS JOURNAL 2016
June 23, 2016

RESOLUTION NO. 16-242:**First Amendment to Contract for Shared FCF Coordination Services**

The Commissioners do hereby approve the following First Amendment to Contract for Shared FCF Coordination Services by and between the Board of County Commissioners, Union County and the Board of County Commissioners, Madison County on Behalf of Madison County Family and Children First Council.

- Term – 07-01-2016 through 06-30-2017 (Original Term:06-01-16 / 06-30-17)
- All other terms shall remain in full force.

Motion by Charles Hall and seconded by Gary Lee that this resolution be adopted and was carried by the following vote:

Steve Stolte, Yea
Gary Lee, Yea
Charles Hall, Yea

* * *

*Commissioner met with Andrea Weaver, Auditor; Lindsay Altizer, Budgetary Supervisor; Amy Hamilton, Chief Deputy Supervisor; and Sue Chongson, Office Manager on this date. Discussions were held on the following.

- Auditor Weaver requested to go into executive session regarding personnel. Resolution to follow.

* * *

RESOLUTION NO. 16-243:**Executive Session – Auditor**

The County Commissioners do hereby approve entering into executive session at 11:57 a.m. to discuss specific personnel matters. In attendance were Andrea Weaver, Auditor; Amy Hamilton, Chief Deputy Auditor; Sue Chongson, Office Manager. The session ended at 1:00 p.m.

Motion by Charles Hall and seconded by Gary Lee that this resolution be adopted and was carried by the following vote:

Steve Stolte, Yea
Gary Lee, Yea
Charles Hall, Yea

* * *

*Commissioner Stolte, Commissioner Lee and Commissioner Hall attended the business impact breakfast at the Honda Heritage Center this date.

* * *

*Commissioner Lee attended the Veterans Services Office preliminary budget meeting this date.

* * *

*Commissioner Lee attended the Community Action meeting June 22nd.

* * *

*Commissioner Stolte attended the Marysville Uptown Plan Public meeting this date.

* * *

The Proceeding Minutes were Read and Approved July 5, 2016

X



Steve Stolte
Commissioner
Signed by: Letitia Rayl

X



Gary Lee
Commissioner
Signed by: Letitia Rayl

X



Charles Hall
Commissioners
Signed by: Letitia Rayl

X



Letitia Rayl
Executive Assistant to the Board
Signed by: Letitia Rayl

UNION COUNTY COMMISSIONERS JOURNAL 2016
June 27, 2016

The Union County Commissioners met in SPECIAL session this 27th day of June, 2016 with the following members present:

Steve Stolte, President
Gary Lee, Vice President
Charles Hall, Commissioner
Letitia Rayl, Executive Assistant to the Board

The Union County Commissioner met in Special Session on June 27th, 2016 at 11:00 a.m. The purpose of this meeting is to discuss the Kileville joint ditch. This meeting was held at the Madison County Commissioners hearing room, 1 North Main Street, London, Ohio 43140.

* * *

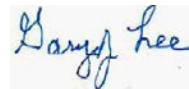
The Proceeding Minutes were Read and Approved July 5, 2016

X



Steve Stolte
Commissioner
Signed by: Letitia Rayl

X



Gary Lee
Commissioner
Signed by: Letitia Rayl

X



Charles Hall
Commissioners
Signed by: Letitia Rayl

X



Letitia Rayl
Executive Assistant to the Board
Signed by: Letitia Rayl

UNION COUNTY COMMISSIONERS JOURNAL 2016

June 28, 2016

The Union County Commissioners met in regular session this 28th day of June, 2016 with the following members present:

Steve Stolte, President
 Gary Lee, Vice President
 Charles Hall, Commissioner
 Eric Richter, County Administrator
 Letitia Rayl, Executive Assistant to the Board

* * *

ADMINISTRATOR ACTION #16-101A:**Transfer of Appropriations and/or Funds**

County Administrator Eric Richter approved the following transfers of appropriations and/or funds:

06/28/2016 07:50 erichter										Union County, OH v10.5 Live BUDGET AMENDMENTS JOURNAL ENTRY PROOF										P bgagment1	
LN	ORG	OBJECT PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION		EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET	ERR											
		ACCOUNT			LINE DESCRIPTION																
YEAR-PER		JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY AMEND														
2016	06	714	06/22/2016	ADJ1	ADJ1	BUA ADJ1	1														
1	35001508	550105	DJFS ADMINISTRATION		DJFS Adm Travel Reimbursement	72,000.00	-5,000.00	67,000.00													
	350.35.420.15.00.00000.0000.08.550105.					Increase supply line	06/22/2016														
2	35001508	520100	DJFS ADMINISTRATION		DJFS Adm Supplies & Materials	33,000.00	5,000.00	38,000.00													
	350.35.420.15.00.00000.0000.08.520100.					Increase supply line	06/22/2016														
** JOURNAL TOTAL								0.00													

06/28/2016 07:51 erichter										Union County, OH v10.5 Live BUDGET AMENDMENTS JOURNAL ENTRY PROOF										P bgagment1	
LN	ORG	OBJECT PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION		EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET	ERR											
		ACCOUNT			LINE DESCRIPTION																
YEAR-PER		JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY AMEND														
2016	06	664	06/22/2016			BUA equip	1														
1	40147000	540195	FACILITIES Equipment		Facilities VEHICLES	24,803.16	-3,269.05	21,534.11													
	401.10.470.00.00.00000.0000.00.540195.					transf for mailbox(s)	06/22/2016														
2	40147000	540112	FACILITIES Equipment		Facilities BUILDING EQUIPMENT	129,002.84	3,269.05	132,271.89													
	401.10.470.00.00.00000.0000.00.540112.					transf for mailbox(s)	06/22/2016														
** JOURNAL TOTAL								0.00													

06/28/2016 07:55 erichter										Union County, OH v10.5 Live BUDGET AMENDMENTS JOURNAL ENTRY PROOF										P bgagment1	
LN	ORG	OBJECT PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION		EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET	ERR											
		ACCOUNT			LINE DESCRIPTION																
YEAR-PER		JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY AMEND														
2016	06	429	06/14/2016			BUA T	1														
1	36342008	530100	Child Support Enforcement AdmChild Support Contract Serv		Transfer to Travel & Expense	356,019.00	-300.00	355,719.00													
	363.35.420.00.00.00000.0000.08.530100.						06/14/2016														
2	36342008	550100	Child Support Enforcement AdmChild Support Travel & Expense		Transfer from Contract Service	250.00	300.00	550.00													
	363.35.420.00.00.00000.0000.08.550100.						06/14/2016														
** JOURNAL TOTAL								0.00													

UNION COUNTY COMMISSIONERS JOURNAL 2016

June 28, 2016

TRANSFER FORM

6/28/2016 Tuesday (Due to the Auditor by noon Friday)

____ Thursday (Due to the Auditor by noon Tuesday)

Department: UCATSDate: 6/24/2016**RESOLUTION RE: TRANSFER OF FUNDS**A motion was made by _____ and seconded by _____
to approve the following transfer (s):

From:	<u>UCATS</u>	<u>36044508</u>	<u>UCATS Rent</u>	<u>A</u>	<u>530150</u>
	Fund Name	Org Number	Object Name	A / R	Object Number
To:	<u>General</u>	<u>04120000</u>	<u>Rent & Lease-Rentl Est</u>	<u>R</u>	<u>416001</u>
	Fund Name	Org Number	Object Name	A / R	Object Number
		Amount: \$	<u>\$2,277.80</u>		

From:	_____	_____	_____	_____	_____
	Fund Name	Org Number	Object Name	A / R	Object Number
To:	_____	_____	_____	_____	_____
	Fund Name	Org Number	Object Name	A / R	Object Number
		Amount: \$			

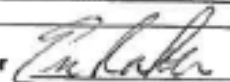
From:	_____	_____	_____	_____	_____
	Fund Name	Org Number	Object Name	A / R	Object Number
To:	_____	_____	_____	_____	_____
	Fund Name	Org Number	Object Name	A / R	Object Number
		Amount: \$			

From:	_____	_____	_____	_____	_____
	Fund Name	Org Number	Object Name	A / R	Object Number
To:	_____	_____	_____	_____	_____
	Fund Name	Org Number	Object Name	A / R	Object Number
		Amount: \$			

Reason for Request:

3 months rent-May, June & July 2016

Approved by County Administrator




Roll call vote resulted as follows:

Charles Hall _____

Gary Lee _____

Steve Stolte _____

cc: Auditor
Originator
Originator File
Transfer FileC.J. 2016, Page —Date: 6-28-16**REQUESTER ACKNOWLEDGEMENT:**I have reviewed the above-referenced accounts and have verified that appropriations are available, and free of prior encumbrances (including blanket purchase orders): 

revised 6/24/2016

Auditor's Office Approval



UNION COUNTY COMMISSIONERS JOURNAL 2016

June 28, 2016

TRANSFER FORM6/28/2016 Tuesday (Due to the Auditor by noon Friday) Thursday (Due to the Auditor by noon Tuesday)Department: DJFSDate: 6/23/15**RESOLUTION RE: TRANSFER OF FUNDS**A motion was made by and seconded by
to approve the following transfer (s):

From:	<u>PA</u>	<u>35001508</u>	<u>DJFS Admin Official Bonds</u>	<u>A</u>	<u>530150</u>
	Fund Name	Org Number	Object Name	A / R	Object Number
To:	<u>General</u>	<u>04120000</u>	<u>Insurance Fees</u>	<u>R</u>	<u>420117</u>
	Fund Name	Org Number	Object Name	A / R	Object Number
		Amount: \$	<u>7,921.62</u>		


From:	<u>PCSA</u>	<u>36542006</u>	<u>Contract Services</u>	<u>A</u>	<u>530100</u>
	Fund Name	Org Number	Object Name	A / R	Object Number
To:	<u>Nursing</u>	<u>9130H025</u>	<u>Foster Care Assessments</u>	<u>R</u>	<u>428020</u>
	Fund Name	Org Number	Object Name	A / R	Object Number
		Amount: \$	<u>15.00</u>		

From:	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
	Fund Name	Org Number	Object Name	A / R	Object Number
To:	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
	Fund Name	Org Number	Object Name	A / R	Object Number
		Amount: \$	<u> </u>		

From:	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
	Fund Name	Org Number	Object Name	A / R	Object Number
To:	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
	Fund Name	Org Number	Object Name	A / R	Object Number
		Amount: \$	<u> </u>		

Reason for Request:2016 CORSA ShareInvoice #12-NursingApproved by Administrator 

Roll call vote resulted as follows:

cc: Auditor
Originator
Originator File
Transfer FileCharles Hall Gary Lee Steve Stolte C.J. 2016, Page Date: 6-28-16**REQUESTER ACKNOWLEDGEMENT:***I have reviewed the above-referenced accounts and have verified that appropriations are available, and free of prior encumbrances (including blanket purchase orders):* 

revised 6/23/2016

Auditor's Office Approval 

UNION COUNTY COMMISSIONERS JOURNAL 2016

June 28, 2016

TRANSFER FORM

_____ Tuesday (Due to the Auditor by noon Friday) X Thursday (Due to the Auditor by noon Wednesday)

Department: Sheriff

Date: 5/31/2016

RESOLUTION RE: TRANSFER OF APPROPRIATIONS AND/OR FUNDS

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

From:	Mental Health & Recovery Board	310MH211	Contracts/Agencies	A	530100
	Fund Name	Org Code	Account Name	A / R	Object Code
To:	General	04380000	Sheriff's Fees	R	420104
	Fund Name	Org Code	Account Name	A / R	Object Code
		Amount: \$	14.00		

From:	Mental Health & Recovery Board	310MH211	Contracts/Agencies	A	530100
	Fund Name	Org Code	Account Name	A / R	Object Code
To:	Rotary	20943808	Other Receipts	R	420107
	Fund Name	Org Code	Account Name	A / R	Object Code
		Amount: \$	6.00		

From:	_____	_____	_____	_____	_____
	Fund Name	Org Code	Account Name	A / R	Object Code
To:	_____	_____	_____	_____	_____
	Fund Name	Org Code	Account Name	A / R	Object Code
		Amount: \$	_____		

From:	_____	_____	_____	_____	_____
	Fund Name	Org Code	Account Name	A / R	Object Code
To:	_____	_____	_____	_____	_____
	Fund Name	Org Code	Account Name	A / R	Object Code
		Amount: \$	_____		

Reason for Request:

Reimburse cruiser fee for a patient transport to the Ohio Hospital for Psychiatry on May 27, 2016.

Deputy Matt Warden completed the transport SB.

cc: Auditor
Originator
Originator File
Transfer File

Approved by Eric Richter
County Administrator

Roll call vote resulted as follows:

Charles Hall _____

Gary Lee _____

Steve Stolle _____

C.J. 2016 Page _____

Date: 6-28-16

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

UNION COUNTY COMMISSIONERS JOURNAL 2016

June 28, 2016

TRANSFER FORM6/28/2016 Tuesday (Due to the Auditor by noon Friday)

____ Thursday (Due to the Auditor by noon Tuesday)

Department: DJFSDate: 6/21/16**RESOLUTION RE: TRANSFER OF FUNDS**A motion was made by _____ and seconded by _____
to approve the following transfer (s):

From:	<u>CSEA</u>	<u>36342008</u>	<u>Contract Services</u>	<u>A</u>	<u>530100</u>
	Fund Name	Org Number	Object Name	A / R	Object Number
To:	<u>Sheriff Rotary Fund</u>	<u>20943808</u>	<u>Webcheck/Sheriff Fees</u>	<u>R</u>	<u>420104</u>
	Fund Name	Org Number	Object Name	A / R	Object Number
		Amount: \$	\$10.00		

From:	<u>CSEA</u>	<u>36342008</u>	<u>Contract Services</u>	<u>A</u>	<u>530100</u>
	Fund Name	Org Number	Object Name	A / R	Object Number
To:	<u>Sheriff Rotary Fund</u>	<u>20943808</u>	<u>Webcheck/Pay BCII</u>	<u>A / R</u>	<u>420111</u>
	Fund Name	Org Number	Object Name	A / R	Object Number
		Amount: \$	\$22.00		

From:	_____	_____	_____	_____	_____
	Fund Name	Org Number	Object Name	A / R	Object Number
To:	_____	_____	_____	_____	_____
	Fund Name	Org Number	Object Name	A / R	Object Number
		Amount: \$			

From:	_____	_____	_____	_____	_____
	Fund Name	Org Number	Object Name	A / R	Object Number
To:	_____	_____	_____	_____	_____
	Fund Name	Org Number	Object Name	A / R	Object Number
		Amount: \$			

Reason for Request:5/13 webchecks for 2 foster parents = \$1145/16 webcheck for new ILM employee/ Cassandra Goddard = \$ 325/20 webcheck for new CSEA employee/Kristen Kuhnle = \$ 32

Total invoice = \$178 on 2 transfer sheets

Approved by County Administrator 

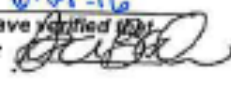
Roll call vote resulted as follows:

cc: Auditor
Originator
Originator File
Transfer File

Charles Hall _____

Gary Lee _____

Steve Stolte _____

C.J. 2016, Page Date: 6-28-16**REQUESTER ACKNOWLEDGEMENT:**I have reviewed the above-referenced accounts and have verified that appropriations are available, and free of prior encumbrances (including blanket purchase orders): 

UNION COUNTY COMMISSIONERS JOURNAL 2016

June 28, 2016

TRANSFER FORM6/28/2016 Tuesday (Due to the Auditor by noon Friday) Thursday (Due to the Auditor by noon Tuesday)Department: DJFSDate: 6/21/16

RESOLUTION RE: TRANSFER OF FUNDS

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

From:	<u>PCSA</u>	<u>36542008</u>	<u>Contract Services</u>	<u>A</u>	<u>530100</u>
	Fund Name	Org Number	Object Name	A / R	Object Number
To:	<u>Sheriff Rotary Fund</u>	<u>20943808</u>	<u>Webcheck/Sheriff Fees</u>	<u>R</u>	<u>420104</u>
	Fund Name	Org Number	Object Name	A / R	Object Number
		Amount: \$	<u>\$22.00</u>		

From:	<u>PCSA</u>	<u>36542008</u>	<u>Contract Services</u>	<u>A</u>	<u>530100</u>
	Fund Name	Org Number	Object Name	A / R	Object Number
To:	<u>Sheriff Rotary Fund</u>	<u>20943808</u>	<u>Webcheck/Pay BCII</u>	<u>R</u>	<u>420111</u>
	Fund Name	Org Number	Object Name	A / R	Object Number
		Amount: \$	<u>\$92.00</u>		

From:	<u>PA</u>	<u>35001508</u>	<u>Contract Services</u>	<u>A</u>	<u>530100</u>
	Fund Name	Org Number	Object Name	A / R	Object Number
To:	<u>Sheriff Rotary Fund</u>	<u>20943808</u>	<u>Webcheck/Sheriff Fees</u>	<u>R</u>	<u>420104</u>
	Fund Name	Org Number	Object Name	A / R	Object Number
		Amount: \$	<u>\$10.00</u>		

From:	<u>PA</u>	<u>35001508</u>	<u>Contract Services</u>	<u>A</u>	<u>530100</u>
	Fund Name	Org Number	Object Name	A / R	Object Number
To:	<u>Sheriff Rotary Fund</u>	<u>20943808</u>	<u>Webcheck/Pay BCII</u>	<u>R</u>	<u>420111</u>
	Fund Name	Org Number	Object Name	A / R	Object Number
		Amount: \$	<u>\$22.00</u>		

Reason for Request:

5/13 webchecks for 2 foster parents = \$114

5/16 webcheck for new IM employee/ Cassandra Goddard = \$ 32

5/20 webcheck for new CSEA employee/Kristen Kuhnle = \$ 32

Total invoice = \$178 on 2 transfer sheets

Approved by County Administrator 

Roll call vote resulted as follows:

cc: Auditor
Originator
Originator File
Transfer FileCharles Hall
Gary Lee
Steve StoltzC.J. 2016, Page Date: 6-28-16REQUESTER ACKNOWLEDGEMENT:I have reviewed the above-referenced accounts and have verified that appropriations are available, and free of prior encumbrances (including blanket purchase orders): 

UNION COUNTY COMMISSIONERS JOURNAL 2016

June 28, 2016

TRANSFER FORM6/28/2016 Tuesday (Due to the Auditor by noon Friday)

____ Thursday (Due to the Auditor by noon Tuesday)

Department: DJFSDate: 6/21/16

RESOLUTION RE: TRANSFER OF FUNDS

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

From:	<u>PA</u>	<u>35001508</u>	<u>Contract Services</u>	<u>A</u>	<u>530100</u>
	Fund Name	Org Number	Object Name	A / R	Object Number
To:	<u>General</u>	<u>04040700</u>	<u>Data Processing Charges</u>	<u>R</u>	<u>420107</u>
	Fund Name	Org Number	Object Name	A / R	Object Number
		Amount: \$			<u>\$100.00</u>

From:	_____	_____	_____	_____	_____
	Fund Name	Org Number	Object Name	A / R	Object Number
To:	_____	_____	_____	_____	_____
	Fund Name	Org Number	Object Name	A / R	Object Number
		Amount: \$			

From:	_____	_____	_____	_____	_____
	Fund Name	Org Number	Object Name	A / R	Object Number
To:	_____	_____	_____	_____	_____
	Fund Name	Org Number	Object Name	A / R	Object Number
		Amount: \$			

From:	_____	_____	_____	_____	_____
	Fund Name	Org Number	Object Name	A / R	Object Number
To:	_____	_____	_____	_____	_____
	Fund Name	Org Number	Object Name	A / R	Object Number
		Amount: \$			

Reason for Request:
Internet Access 06/2016

Approved by County Administrator



Roll call vote resulted as follows:

cc: Auditor
Originator
Originator File
Transfer File

Charles Hall
Gary Lee
Steve Stolte

C.J. 2016, Page —
Date: 6-28-16

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




UNION COUNTY COMMISSIONERS JOURNAL 2016

June 28, 2016

TRANSFER FORMX Tuesday (Due to the Auditor by noon Friday) _____ Thursday (Due to the Auditor by noon Tuesday)

Department: Sheriff

Date: June 8, 2016

RESOLUTION RE: TRANSFER OF FUNDS

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

From:	Sheriff Policing Rotary Fund	20943808	Supplies	A	520100
	Fund Name	Org Number	Object Name	A / R	Object Number
To:	MMG Fund	25042200	Reimbursement	R	480110
	Fund Name	Org Number	Object Name	A / R	Object Number
		Amount: \$	134.55		

From:	_____	_____	_____	_____	_____
	Fund Name	Org Number	Object Name	A / R	Object Number
To:	_____	_____	_____	_____	_____
	Fund Name	Org Number	Object Name	A / R	Object Number
		Amount: \$	_____		

From:	_____	_____	_____	_____	_____
	Fund Name	Org Number	Object Name	A / R	Object Number
To:	_____	_____	_____	_____	_____
	Fund Name	Org Number	Object Name	A / R	Object Number
		Amount: \$	_____		

From:	_____	_____	_____	_____	_____
	Fund Name	Org Number	Object Name	A / R	Object Number
To:	_____	_____	_____	_____	_____
	Fund Name	Org Number	Object Name	A / R	Object Number
		Amount: \$	_____		

Reason for Request:

Reimbursement for stone for the pad for a new shed at the Union County Range.

cc: Auditor
Originator
Originator File
Transfer FileApproved by Eric Richter
County Administrator

Roll call vote resulted as follows:

Charles Hall _____

Gary Lee _____

Steve Stoltz _____

C.J. 2016, Page _____

Date: 6-28-16

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): BJS

UNION COUNTY COMMISSIONERS JOURNAL 2016

June 28, 2016

TRANSFER FORM

____ Tuesday (Due to the Auditor by noon Friday)

____ Thursday (Due to the Auditor by noon Tuesday)

Department: _____

Date: _____

RESOLUTION RE: TRANSFER OF FUNDSA motion was made by _____ and seconded by _____
to approve the following transfer (s):

From: 8000	35240808	Contract Services	A	530100
Fund Name	Org Number	Object Name	A / R	Object Number
To: Payroll	99900000	Health Insurance	A	590175
Fund Name	Org Number	Object Name	A / R	Object Number
	Amount: \$	1,108.80		

From: _____	_____	_____	A / R	_____
Fund Name	Org Number	Object Name		Object Number
To: _____	_____	_____	A / R	_____
Fund Name	Org Number	Object Name		Object Number
	Amount: \$			

From: _____	_____	_____	A / R	_____
Fund Name	Org Number	Object Name		Object Number
To: _____	_____	_____	A / R	_____
Fund Name	Org Number	Object Name		Object Number
	Amount: \$			

From: _____	_____	_____	A / R	_____
Fund Name	Org Number	Object Name		Object Number
To: _____	_____	_____	A / R	_____
Fund Name	Org Number	Object Name		Object Number
	Amount: \$			

Reason for Request:

Correct board share paid out of insurance account

Approved by Administrator

Charles Hall

Gary Lee

Steve Stolte

Roll call vote resulted as follows:

cc: Auditor
Originator
Resolution File

C.J. 2016, Page _____

Date: 6-28-16

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

revised 6/24/2016

Auditor's Office Approval

Payroll connection per Amy Hamilton. *EL*

* * *

UNION COUNTY COMMISSIONERS JOURNAL 2016

June 28, 2016

ADMINISTRATOR ACTION #16-102A:**Payment of Bills**

County Administrator approved the payment of regular purchase order bills and the “then and now” bills submitted for the week of June 27, 2016.

* * *

RESOLUTION NO. 16-243:**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 June 27, 2016. (This same invoice originally approved 6-21-16 Resolution No. 16-226.)

06/28/2016 07:37 erichter								
Union County, OH v10.5 Live INVOICE APPROVAL LIST								
CLERK: erichter								
VENDOR	VDR NAME	DOCUMENT	INVOICE	INV DESC	NET AMOUNT	DUE DATE	BATCH WARRANT	DEPT VOUCHER
Pending approval	process: API							
833 VERIZON WI	05	9766881801-MiFI	6/11-7/10/16	40.15	06/28/2016	5229	062816	446
Pending approval	type: SEG							
Pending approval	process: API							
3629 VISA	3446	3446	TRAVEL CHARGE	2,262.54	06/28/2016	5237	062816	414
Pending approval	type: SEG							
Pending approval	process: API							
621 CORSA	45692	2016/2017	4/1/16 -3/31/	183,301.00	04/01/2016	5181	062816	412
Pending approval	type: SEG							
Pending approval	process: API							
4469 LINDSAY AL	45814	5-3-16	reimbursement	27.22	06/06/2016	5173	062816	404
Pending approval	type: SEG							

Motion by Charles Hall and seconded by Gary Lee that this resolution be adopted and was carried by the following vote:

Steve Stolte, Yea
Gary Lee, Yea
Charles Hall, Yea

* * *

*Commissioners met with Andy Brossart, Managing Director, Debt Capital Markets -William Blair & Company; Chip Hubbs, President/CEO Memorial Health; Jeff Ehlers, Chief Financial Officer Memorial Health; Nikki Conklin, Chairperson; Gary McDowell, Vice Chairperson, this date. Discussions were held on the following:

- Representation regarding bonding and financial issues.
- Agreed that Mr. Brossart will continue to as the Counties representation regarding Hospital bonding matters. Memorial Health will retain their own representation regarding the same matters.
- Request for Executive Session, Resolution to follow.

* * *

UNION COUNTY COMMISSIONERS JOURNAL 2016
June 28, 2016

RESOLUTION NO. 16-244:**Executive Session – Memorial Health**

The Commissioner do hereby approve entering into executive session at 8:42 am to consider hospital trade secrets. In attendance was Chip Hubbs, President/CEO Memorial Health; Jeff Ehlers, Chief Financial Officer Memorial Health; Nikki Conklin, Chairperson; Gary McDowell, Vice Chairperson, The session ended at 9:33 am. No decision to be made.

Motion by Gary Lee and seconded by Steve Stolte that this resolution be adopted and was carried by the following vote:

Steve Stolte, Yea
Gary Lee, Yea
Charles Hall, Yea

* * *

*Commissioners met with Terry Emery, City Manager this date in regards to his regular meeting. Discussions were held on the following:

- Brief update on the tentative location for future water treatment facility. This will result in a forthcoming annexation petition to the Board of Commissioners.
- The St Rt 31 bridge replacement over US 33, the project is to begin fall of 2016.
- The Main Street Bridge may begin in 2017 or possibly 2018.
- The Scottslawn Road bridge construction is scheduled for 2017.

* * *

*Received the Courtyards at Jerome Village Phase 1 AKA Glacier Park Neighborhood Section 5 (GPN-5) Phase 1 – Final Plat this date.

* * *

UNION COUNTY COMMISSIONERS JOURNAL 2016

June 28, 2016

RESOLUTION NO. 16-245:**Disposal of Obsolete or Unserviceable Item – Sheriff**

The Commissioner do hereby approve the follow items for donation and auction through GovDeals.

- Forfeited property donation to Marysville Exempt Village Schools.
- Forfeited 1995 Dodge Neon for sale on GovDeals.



Office Of The Sheriff
UNION COUNTY, OHIO

Sheriff Malcum J. "Jamie" Patton

June 24, 2016

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

Dear Gentlemen:

Please find attached a list of items, which have been properly forfeited to the Union County Sheriff's Office by Union County Court of Common Pleas Journal Entries and have been removed from the Union County Sheriff's Office Evidence control and transferred to the Union County Sheriff's Office to be placed into the Property Inventory, these items have become obsolete or unserviceable to our office.

The Union County Sheriff's Office would like to donate these items to the Marysville Exempt Village School District with your approval. If you have any questions, please feel free to give me a call.

Respectfully,

Malcum J. "Jamie" Patton
Sheriff – Union County

MJP/amb

Enclosure(s)

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

UNION COUNTY COMMISSIONERS JOURNAL 2016

June 28, 2016

**Obsolete/Unservicable Items from UCSO
Donated to Marysville Exempted Village School District**

<u>Item #</u>	<u>Property Description</u>
16-021 (15-000003)	XtraSun 6 flourescent Light; Yield Master II-6 Supreme Light; XtraSun Ballast (2); Sun System 10 EconoGrow 10000 HPS Ballast; Patton Portable Heater; Hotilux 1000 watt bulb; Tornado Blower Fan; Frigidaire De-Humidifier 50 pt; Bluelab PH Pen; HLD1800 Black Grow Light
(80-15-04534)	PVC Piping/ventilation tubing


Union County Commissioners

6-28-16
Date


Malcum J. "Jamie" Patton, Sheriff

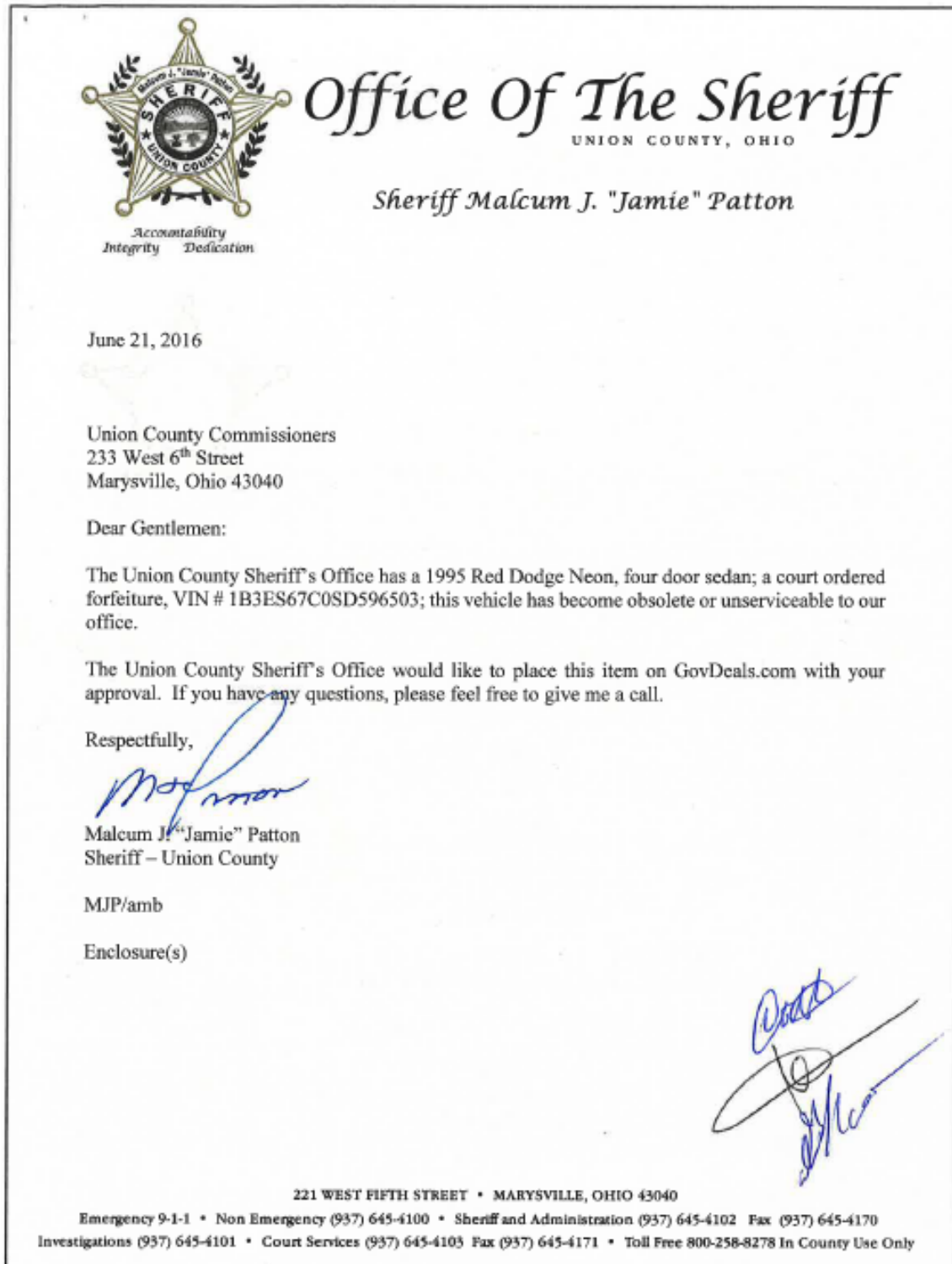
6/28/16
Date

Marysville School Representative

Date

UNION COUNTY COMMISSIONERS JOURNAL 2016

June 28, 2016



Motion by Charles Hall and seconded by Gary Lee that this resolution be adopted and was carried by the following vote:

Steve Stolte, Yea
Gary Lee, Yea
Charles Hall, Yea

* * *

UNION COUNTY COMMISSIONERS JOURNAL 2016

June 28, 2016

RESOLUTION NO. 16-246:

Non-Corporate Resolution – Multi Bank Securities Inc. – Treasurer

The Commissioners do hereby approve and authorize Steve Stolte, Commissioner President the following Non-Corporate Resolution.



MULTI-BANK SECURITIES, INC.*

NON-CORPORATE RESOLUTION FORM

II. IDENTIFICATION OF QUALIFIED INTERMEDIARY / WITHHOLDING ENTITY

LEGAL NAME OF ORGANIZATION: County of UnionTYPE OF ORGANIZATION: County

ACCOUNT NUMBER:

Be it resolved that each of the following has been duly elected or appointed and is now legally holding the title set opposite his/her name.

<u>Andrew Smarra</u>	<u>Treasurer</u>
(Name of Authorized Person)	(Title)
_____	_____
(Name of Authorized Person)	(Title)
_____	_____
(Name of Authorized Person)	(Title)

III. CERTIFICATION

I, Steve Stolte, President, Board of County Commissioners of
(Name and Title of Officer or Partner signing this Non-Corporate Resolution)

County of Union hereby certify that said organization is duly and legally
(Name of Organization)

organized and existing and that a quorum of the Board of County Commissioners
(Name of Governing Body of Organization)

of said Organization attended a meeting duly held on the 28 day of June, 2016

at which the following resolutions were duly adopted, and that such resolutions are in full force and effect on this date and do not conflict with the Ohio Revised Code and policies of said organization.
(Name of Governing Rules)

I further certify that I have the authority to execute this Non-Corporate Resolution on behalf of said Organization, and that the Board of County Commissioners of the Union County Organization which took the action called for by the resolutions annexed hereto has the power to take such action.
(Name of Governing Body of Organization)

*SIGNATURE: [Signature] DATE: 6-28-16

TITLE: President, Board of County Commissioners, Union County, Ohio

*The signer should be someone other than one of the authorized person(s) named above. However, if signed by an authorized person named above, the Fed Wire Letter of Authorization and/or ACH Authorization Agreement must be signed by an authorized person other than the signer of this document.

*Approved to Forward
[Signature]
Asst. Pres. Atty. Gen./Solic.*

UNION COUNTY COMMISSIONERS JOURNAL 2016

June 28, 2016

III. RESOLUTIONS

Certified Copy Of Certain Resolutions by the Governing Body of Said Organization Whereby the Establishment and Maintenance of Accounts Have Been Authorized.

RESOLVED –

FIRST: That the named Authorized Persons of this organization or _____, or _____ be and they hereby are, and each of them is, authorized and empowered, for and on behalf of this organization (herein called the "Organization"), to establish and maintain one or more accounts with Multi-Bank Securities, Inc. (herein called the "Brokers") and Pershing LLC, its successors or assigns, and for the purpose of purchasing, investing in, or otherwise acquiring, selling, possessing, transferring, exchanging, pledging, or otherwise disposing of or realizing upon, and generally dealing in and with;

(a) THIS PARAGRAPH PERMITS CASH TRANSACTIONS IN SECURITIES

only securities a county is authorized to invest in under Ohio law and consistent with the Union County Investment Policy, as amended and adopted May 5, 2016, a copy of which is attached and incorporated by reference.

(b)

margin transactions, including short sales, NOT PERMITTED;

The fullest authority at all times with respect to any such commitment or with respect to any transaction deemed by any of the said Authorized Persons and/or agents to be proper in connection therewith is hereby conferred, including authority (without limiting the generality of the foregoing) to give written or oral instructions to the Brokers with respect to said transactions; to bind and obligate the Organization to and for the carrying out of any contract, arrangement, or transaction, which shall be entered into by any such Authorized Persons and/or drafts drawn upon the funds of the Organization such sums as may be necessary in connection with any of the said accounts to deposit funds with the Brokers; to deliver securities and/or contracts to the Brokers; to order the transfer or delivery thereof to any other person whatsoever, and/or to order the transfer record of any securities, or contracts, or titles, to any name selected by any of the said Authorized Persons or agents; to affix the Organization's seal to any documents or agreements, or otherwise; to endorse any securities and/or contracts in order to pass title thereto; to direct the sale or exercise of any rights with respect to any securities; to sign for the Organization all releases, powers of attorney and/or other documents in connection with any such account, and to agree to any terms or conditions to control any such account; to direct the Brokers to surrender any securities to the proper agent or party for the purpose of effecting any exchange or conversion, or for the purpose of deposit with any protective or similar committee, or otherwise; to accept delivery of any securities, to borrow money and securities, if applicable, and to secure repayment thereof with the property of the Organization; to appoint any other person or persons to do any and all things which any and all things which any of the said Authorized Persons and/or agents is hereby empowered to do, and generally to do and take all action necessary in connection with the account, or considered desirable by such Authorized Persons and/or agents with respect thereto.

UNION COUNTY COMMISSIONERS JOURNAL 2016

June 28, 2016

SECOND: That the Brokers may deal with any and all of the persons directly or indirectly by the foregoing resolution empowered, as though they were dealing with the Organization directly.

THIRD: That the person signing this Non-corporate Resolution on behalf of the Organization be and hereby is authorized, empowered and directed to certify to the Brokers:

- (a) a true copy of these resolutions;
- (b) specimen signatures of each and every person by these resolutions empowered;
- (c) a certificate (which, if required by brokers, shall be supported by an opinion of the general counsel of the Organization, or other counsel satisfactory to the Brokers) that the Organization is duly organized and existing, that its governing rules empower it to transact the business by these resolutions defined, and that no limitation has been imposed upon such powers by the governing rules of the Organization or otherwise.

FOURTH: That the Brokers may rely upon the certified copy of the resolutions, specimen signatures, and certificate, as continuing fully effective unless and until the Brokers shall receive due written notice of change or rescission, and the dispatch or receipt of any other form of notice shall not constitute a waiver of this provision. nor shall the fact that any person hereby empowered ceases to be an Authorized Person of the Organization or becomes an Authorized Person under some title, in any way affect the powers hereby conferred, but the failure to supply any specimen signature shall not invalidate any transaction where the party authorizing the same has been actually empowered thereto by or in conformity with these resolutions.

FIFTH: That in the event of any change in the office of powers of persons hereby empowered, an Authorized Person shall certify such changes to the Brokers in writing in the manner herein above provided, which notification, when received, shall be adequate both to terminate the powers of the persons therefore authorized, and to empower the persons thereby substituted.

SIXTH: That the Authorized Persons of the Organization be, and hereby is, authorized and empowered to countersign items as aforesaid.

SEVENTH: That the foregoing resolutions and the certificates actually furnished to the Brokers by the Authorized Person of pursuant thereto, be and they hereby are made irrevocable until written notice of the revocation thereof shall have been received by the Brokers.

Remainder of this page is intentionally blank.

Motion by Charles Hall and seconded by Gary Lee that this resolution be adopted and was carried by the following vote:

Steve Stolte, Yea
Gary Lee, Yea
Charles Hall, Yea

* * *

UNION COUNTY COMMISSIONERS JOURNAL 2016

June 28, 2016

RESOLUTION NO. 16-247:**Contract/Rental Agreement – Union County Sheriff's Office – City of Columbus, Department of Public Safety, Division of Police**

The Commissioners do hereby approve the following Rental Agreement by and between the Union County Sheriff's Office and the City of Columbus, Department of Public Safety, Division of Police for sniper training at the Union County Sheriff's Office Training Facility at 15146 US Hwy 36, Marysville Ohio 43040.

- Term July 2016 through December 2016 (Wednesdays of each month beginning July 2016 from 13:00 – 15:00)
- Not to exceed \$600.00

**CONTRACT
FOR SERVICES UNDER \$20,000
*ANY ALTERATIONS OF CONTRACT LANGUAGE WILL RESULT IN REVOCATION OF CITY ATTORNEY
APPROVAL.***

This Contract for range rental services is entered into by and between the Union County Sheriff's Office (herein referred to as "Contractor"), and the City of Columbus, Department of Public Safety, Division of Police (herein referred to as "City").

WITNESSETH

WHEREAS, the Division of Police has a need for sniper training at the union County Sheriff's Office Training Facility at 15146 US Hwy 36, Marysville, Ohio 43040; and

WHEREAS, the training will occur on Wednesdays of each month beginning July 2016 from 1300-1500; and

NOW, THEREFORE, in consideration of the mutual promises as hereinafter set forth, the parties agree as follows:

ENTIRE AGREEMENT

This Contract sets forth the entire agreement between the parties with respect to the subject matter hereof. Understandings, agreements, representations, or warranties not contained in this Contract, or as written amendment hereto, shall not be binding on either party. Except as provided herein, no alteration of any terms, conditions, delivery, price, quality, or specifications of this Contract shall be binding on either party without the written consent of both parties. This Contract is subject to the Ohio Public Records Act.

1. Contract Term

The term of this Contract shall be from July 2016 to December 2016. This Contract shall not automatically renew.

2. Maximum Obligation

The maximum amount to be paid under any purchase order associated with this Contract shall not exceed \$600.00 unless additional funds are appropriated and authorized.

3. Pricing and Scope of Services

The Contractor agrees to perform and invoice the Scope of Services as set forth **ON ATTACHED EXHIBIT A*** and as contained in the bid specifications, which are expressly incorporated herein.

*Contract is NOT valid if the Scope of Services is NOT attached.

No other costs, rates, or fees shall be payable to the Contractor for services performed hereunder. The terms and conditions specified in this Contract constitute the entire contract governing the purchase of services by the City from the Contractor, and shall supersede any terms and conditions which may accompany Contractor's invoice/bid/estimate. Any and all verbal representations are superseded by this Contract. The terms of this Contract shall prevail over any conflicting or deficient terms or conditions listed in any attachments from Contractor.

4. Equal Opportunity Clause

Contractor agrees to abide by all of the terms, conditions and requirements set forth in Columbus City Code Section 3909.01, Equal Opportunity Clause. Failure or refusal of a Contractor or Subcontractor to comply with the provisions of Article I, Title 39, may result in cancellation of this Contract.

5. Taxes

Federal or State taxes are not to be included on invoices for the described services. Contractor will be provided an exemption certificate, if needed.

6. City's Contract Administrator/Contract Administration

Jeremy Knott will manage the Contract on behalf of the City and will be the principal point of contact for the City concerning the Contractor's performance under this Contract.

Any notice or demand or other communication required or permitted to be given under this Contract or applicable law shall only be effective if it is in writing, properly addressed, and either delivered in person, or by a recognized courier service, or deposited with the United States Postal Services as first-class certified mail, postage prepaid and return receipt requested, to the parties at the following addresses:

UNION COUNTY COMMISSIONERS JOURNAL 2016

June 28, 2016

City Contact
Jeremy Knott
City of Columbus
Division of Police
120 Marconi Blvd., 7th Floor
Columbus, OH 43215

Contractor Contact
Barbara Settler, Director of Administration
Union County Sheriff's Office
221 West Fifth Street
Marysville, OH 43040

7. Contractor as an Independent Contractor

The Contractor shall be and shall remain an Independent Contractor with respect to all services performed hereunder and neither Contractor nor its employees shall be considered "public employees" for purposes of OPERS membership. Contractor agrees to and does hereby accept full and exclusive liability for the payment of any and all contributions or taxes for Social Security, unemployment insurance or old age retirement benefits, pensions or annuities now or hereafter imposed under any state or federal law which are measured by the wages, salaries or other remunerations paid to the Contractor or persons employed by the Contractor for work performed under the terms of this Agreement and further agrees to obey all lawful rules and regulations and to meet all lawful requirements which are now, or hereafter may be, issued or promulgated under said respective laws.

Individuals utilizing a personal social security number for tax identification purposes and business entities with four (4) or fewer employees must complete and submit, as Exhibit D, the OPERS independent contractor acknowledgment form. THIS FORM CAN BE FOUND AT WWW.OPERS.ORG

8. Applicable Law, Remedies

This Agreement shall be governed in accordance with the laws of the State of Ohio. All claims, counterclaims, disputes and other matters in question between the City, its agents and employees, and the Contractor arising out of or relating to this Agreement or its breach will be decided in a court of competent jurisdiction within the County of Franklin, State of Ohio.

9. Payment/Invoice Submittal

Fees shall be paid for services rendered following: (1) the City's receipt of a correct invoice, which designates the specific applicable charges, and (2) issuance of a certified purchase order. The City will not be subject to any late payment charges. Rates shall be firm during the term of this Contract. The City will process correctly documented invoices for payment and Contractor should receive payment for such invoice within thirty (30) days from receipt and approval by the City.

Invoicing: All invoices shall be submitted to the address listed on the Purchase Order.

10. Modifications

No modification, amendment, alteration, addition or waiver of any section or condition of this Contract shall be effective or binding unless it is in writing and signed by an authorized representative of the City and the Contractor and approved by the appropriate City authorities.

11. Contract Termination

If either the City or the Contractor violates any material term or condition of this Contract or fails to fulfill in a timely and proper manner its obligations under this Contract, then the aggrieved party shall give the other party (the "responsible party") written notice of such failure or violation. The responsible party will correct the violation or failure within thirty (30) calendar days or as otherwise mutually agreed. If the failure or violation is not corrected, this Contract may be terminated immediately by written notice from the aggrieved party. The option to terminate shall be at the sole discretion of the aggrieved party.

When it is in the best interest of the City, the City may terminate this Contract, in whole or in part by providing seven (7) calendar days written notice to the Contractor prior to the effective date of termination. If this Contract is so terminated, the City is liable only for payments required by the terms of this Contract for services received and accepted by the City.

12. Nonexclusive Remedies

The remedies provided for in this Contract shall not be exclusive but are in addition to all other remedies available under the law.

UNION COUNTY COMMISSIONERS JOURNAL 2016

June 28, 2016

13. Survivorship

All services executed pursuant to the authority of this Contract shall be bound by all of the terms, conditions, prices discounts and rates set forth herein, notwithstanding the expiration of the initial term of this Contract, or any extension thereof. Further, the terms, conditions, and warranties contained in this Contract that by their sense in context are intended to survive this completion of the performance, cancellation or termination of this Contract, shall so survive.

14. Severability

If any term or condition of this Contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions for the Contract are declared severable.

15. Assignment

This Contract may not be assigned or otherwise transferred to others by the Contractor without the prior written consent of the City. If this Contract is so assigned, it shall inure to the benefit of and be binding upon any respective successors and assigns (including successive, as well as immediate, successors and assigns) of the Contractor.

16. Authority to Bind

The signatories to this Contract represent that they have the authority to bind themselves and their respective organizations to this Contract.

17. Insurance/Indemnity

Contractor shall carry at least the minimum amounts listed below of Commercial Liability Insurance (Bodily Injury and Property Damage) naming the City as an additional insured. Contractor must attach a copy of the Certificate of Insurance to this Contract AS EXHIBIT C:

Bodily Injury Liability:

Each Person	\$500,000
Each Accident	\$1,000,000

Property Damage Liability:

Each Accident	\$500,000
All Accidents	\$1,000,000

18. Campaign Contributions

Contractor hereby certifies the following: that it is familiar with Ohio Revised Code ("O.R.C.") Section 3517.13; that it is in full compliance with Divisions (I) and (J) of that Section; that it is eligible for this contract under the law and will remain in compliance with O.R.C. Section 3517.13 for the duration of this contract and for one year thereafter.

June 28, 2016



Integrity - Accountability - Dedication

ESTIMATE

Union County Sheriff's Office
221 West Fifth Street
Marysville, OH 43040
937-645-4102, ext. 4427
937-645-4170 (fax)

TO Columbus Division of Police
Attn: Ron Jacobs
120 Marconi Blvd
Columbus, Ohio 43215

			DATE
			6/21/2016
# of Months	Description	Per Month Cost	Total
	2016 UCSO Range Rent		
6.00	July - December 2016	\$ 100.00	\$ 600.00
	Location: Union County Sheriff's Office Training Facility		
	15146 US Hwy 36, Marysville, Ohio 43040		
	Date: Wednesdays of Each Month Beginning July 2016 and		
	Ending December 2016		
	Time: 1300-1500		
	Activity: Sniper Training		
		TOTAL \$	600.00

THANK YOU!

Please direct questions to:

Barbara Sattler, Director of Administration
Union County Sheriff's Office
221 West Fifth Street
Marysville, Ohio 43040

Email: bsattler@co.union.oh.us
Phone: 937-645-4100 x4427

UNION COUNTY COMMISSIONERS JOURNAL 2016

June 28, 2016

CERTIFICATE OF COVERAGE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE COVERAGE AGREEMENT BELOW.

AGENT Shearer-banks Insurance 118 W. 6 th St. Marysville, Oh. 43040-0312	DATE OF ISSUANCE June 24, 2016
COVERED MEMBER Board of Commissioners of Union County 233 W. 6 th St. Marysville, Oh. 43040	COVERAGE TO MEMBER PROVIDED BY AGREEMENT WITH: COUNTY RISK SHARING AUTHORITY 209 EAST STATE STREET COLUMBUS OHIO 43215 JOINT SELF INSURANCE POOL FORMED UNDER OHIO REVISED CODE CHAPTER # 2744

COVERAGES:

THIS IS TO CERTIFY THAT THE AGREEMENT WHICH PUT COVERAGE IN EFFECT AS LISTED BELOW HAS BEEN ISSUED TO THE POOL MEMBER NAMED ABOVE FOR THE TIME PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE PROTECTION AFFORDED BY THE COVERAGE AGREEMENT DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH AGREEMENT.

TYPE OF COVERAGE	AGREEMENT NUMBER	EFFECTIVE DATE	EXPIRATION DATE	LIMIT
GENERAL LIABILITY INCLUDING ERRORS AND OMISSIONS LIABILITY	CO-0890	5-1-2016	5-1-2017	\$1,000,000.
AUTO LIABILITY INCLUDING OWNED, NON-OWNED, HIRED AUTOMOBILES	CO-0890	5-1-2016	5-1-2017	\$1,000,000.
PROPERTY INCLUDING ALL REAL AND PERSONAL PROPERTY, AUTOMOBILES, AND EQUIPMENT	CO-0890	5-1-2016	5-1-2017	\$106,649,960
OTHER				
EXCESS LIABILITY	CO-0890	5-1-2016	5-1-2017	\$5,000,000
CRIME:EMPLOYEE DISHONESTY/FAITHFUL PERFORMANCE	CO-0890	5-1-2016	5-1-2017	\$1,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

The Certificate Holder is included as a Covered Party as defined in the CORSA Coverage Agreement with regard to the use of the Union County Sheriff's Office Training Facility, but only with respect to General Liability coverage.

CERTIFICATE HOLDER City of Columbus, Division of Police Attn: Jeremy Knott 120 Marconi Blvd. 7 th Floor Columbus, Ohio 43215	CANCELLATION: SHOULD THE ABOVE DESCRIBED COVERAGE AGREEMENT BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING POOL WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE ISSUING POOL, OR ITS REPRESENTATIVES.
--	--



AUTHORIZED REPRESENTATIVE

revised May 1, 2016

UNION COUNTY COMMISSIONERS JOURNAL 2016

June 28, 2016

IN WITNESS WHEREOF, the parties have executed this Contract as of the day and year written below.

EXHIBITS A AND C MUST BE ATTACHED HERETO.

ANY ALTERATIONS OF CONTRACT LANGUAGE WILL RESULT IN REVOCATION OF CITY ATTORNEY APPROVAL.

CITY OF COLUMBUS

Signature _____ Date _____

George E. Speaks, Director of Public Safety
Printed Name, Title, Department _____ Date _____

CONTRACTOR

Signature _____ Date 6-28-16

Steve Stoltz, Commissioner Pres.
Printed Name and Title _____
Federal ID Number: 31-6400087

Approved As To Form:

Signature on File with Auditor's Office _____
City Attorney _____ Date _____

Please list remit address below:

Union County Sheriff's Office
221 West Fifth Street
Marysville, Ohio 43040

Approved as to Form
Thomas D. Gray
Township Grant
Asst. Gen. Atty.
6/16/2016

UNION COUNTY COMMISSIONERS JOURNAL 2016

June 28, 2016

CONTRACT SIGNATURE AFFIDAVIT

(Must be completed when the individual signing the Contract is NOT an Officer or Member of the Company.)

STATE OF: OhioCOUNTY OF: Union

Letitia Rayl being duly sworn, deposes and says that he/she is
Clerk of Board of County Commissioners, Union County, Ohio, a political subdivision
 (Title) (Company Name) ~~a Corporation, LLC, or Ltd.~~ organized and existing under and by

virtue of the laws of the State of Ohio, and having its principal office at233 West Sixth Street, Marysville, Ohio, 43040

City, State, Zip Code

Affiant further says that he/she is familiar with the records, minute books ~~and by-laws~~ ofBoard of County Commissioners, Union County, Ohio

(Company Name)

Affiant further says that Steve Stolte is President
 (Name of Person Signing Contract) (Title)

Board of County Commissioners, Union County, Ohio use of Union County Sheriff's firing range
 Of the ~~Company~~ and is duly authorized to sign the Contract for:

Union County
 For said ~~Company~~ by virtue of Resolution of the Board of County Commissioners dated (6-28-16)
 (State whether the provision of by-laws or a resolution of the Board of Directors. If resolution, give date of adoption.)


 Signature of Affiant**

** AFFIANT MUST BE SOMEONE OTHER THAN THE INDIVIDUAL SIGNING THE CONTRACT.**

Sworn to before me and subscribed in my presence this 28 day of June 20 16


 Notary Public

My Commission Expires: 4/18/21

6/15/16

5

Motion by Charles Hall and seconded by Gary Lee that this resolution be adopted and was carried by the following vote:

Steve Stolte, Yea
 Gary Lee, Yea
 Charles Hall, Yea

* * *

UNION COUNTY COMMISSIONERS JOURNAL 2016
June 28, 2016

*Commissioner Lee attended the CCAO Board of Directors meeting June 24.

* * *

*Commissioner Lee participated in a CEBCO Conference call this date.

* * *

*Commissioner Lee attended an Otterbein Informational meeting at the Marysville MECHS STEM School this date.

* * *

The Proceeding Minutes were Read and Approved July 5, 2016

X



Steve Stolte
Commissioner
Signed by: Letitia Rayl

X



Gary Lee
Commissioner
Signed by: Letitia Rayl

X



Charles Hall
Commissioners
Signed by: Letitia Rayl

X



Letitia Rayl
Executive Assistant to the Board
Signed by: Letitia Rayl

UNION COUNTY COMMISSIONERS JOURNAL 2016

June 30, 2016

The Union County Commissioners met in regular session this 30th day of June, 2016 with the following members present:

Steve Stolte, President
 Gary Lee, Vice President
 Charles Hall, Commissioner
 Eric Richter, County Administrator
 Letitia Rayl, Executive Assistant to the Board

* * *

ADMINISTRATOR ACTION #16-103A:**Transfer of Appropriations and/or Funds**

County Administrator Eric Richter approved the following transfers of appropriations and/or funds:

TRANSFER FORM

7/5/2016 Tuesday (Due to the Auditor by noon Friday) _____ Thursday (Due to the Auditor by noon Tuesday)

Department: DJFS Date: 06/28/2016

RESOLUTION RE: TRANSFER OF FUNDS

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


From:	PA	35001508	Medical Assistance	A	530600
	Fund Name	Org Number	Object Name	A / R	Object Number
To:	UCATS	36044508	Contracts	R	420107
	Fund Name	Org Number	Object Name	A / R	Object Number
		Amount: \$			19,454.87

From:	PA	35001508	Travel Reimbursement	A	550105
	Fund Name	Org Number	Object Name	A / R	Object Number
To:	UCATS	36044508	Contracts	R	420107
	Fund Name	Org Number	Object Name	A / R	Object Number
		Amount: \$			4,839.04

From:					
	Fund Name	Org Number	Object Name	A / R	Object Number
To:					
	Fund Name	Org Number	Object Name	A / R	Object Number
		Amount: \$			

From:					
	Fund Name	Org Number	Object Name	A / R	Object Number
To:					
	Fund Name	Org Number	Object Name	A / R	Object Number
		Amount: \$			

Reason for Request:
UCATS Transportation 05/2016--Total \$24,293.91

Approved by Administrator 

Roll call vote resulted as follows:

cc: Auditor _____
 Originator _____
 Originator File _____
 Transfer File _____

Charles Hall _____
 Gary Lee _____
 Steve Stolte _____

C.J. 2016 Page -
 Date: 6-30-16

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

revised 6/28/2016

Auditor's Office Approval 

* * *

UNION COUNTY COMMISSIONERS JOURNAL 2016

June 30, 2016

RESOLUTION NO. 16-248:

Transfers of Appropriations and/or Funds

The County Commissioners do hereby approve the following transfers of appropriations and/or funds:

Department: ENGINEER

Date: June 28, 2016

: TRANSFER OF APPROPRIATIONS AND/OR FUNDS

A motion was made by Gary Lee and seconded by Charles Hall
to approve the following transfer (s):

From:	M & G Fund	25002200	Equipment	A	540100
	Fund Name	Fund #	Account Name	A / R	Account Number
To:	Capital	40041208	Loan Reimbursement	R	480131
	Fund Name	Fund #	Account Name	A / R	Account Number
		Amount: \$	131,604.86		

From:	M & G Fund	25002200	Equipment	A	540100
	Fund Name	Fund #	Account Name	A / R	Account Number
To:	Capital	40041208	Interest Reimbursement	R	480132
	Fund Name	Fund #	Account Name	A / R	Account Number
		Amount: \$	9,072.14		

From:				A	
	Fund Name	Fund #	Account Name	A / R	Account Number
To:				R	
	Fund Name	Fund #	Account Name	A / R	Account Number
		Amount: \$			

From:				A	
	Fund Name	Fund #	Account Name	A / R	Account Number
To:				A	
	Fund Name	Fund #	Account Name	A / R	Account Number
		Amount: \$			

Reason for Request:

3rd year payment for 5 new dump trucks. Loan from Commissioners with interest.

Roll call vote resulted as follows:

cc: Auditor
Originator
Originator File
Transfer File

Gary Lee
Charles Hall
Steve Stolte

C.J. 2016, Page 1
Date: 6-28-16

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): RJC

Auditor's Office Approval Att

revised 6/29/2016

Motion by Charles Hall and seconded by Gary Lee that this resolution be adopted and was carried by the following vote:

Steve Stolte, Yea
Gary Lee, Yea
Charles Hall, Yea

* * *

UNION COUNTY COMMISSIONERS JOURNAL 2016
June 30, 2016

RESOLUTION NO. 16-249:**Road Improvements –Dover Township - Engineer**

The Commissioners do hereby approve the following road improvements for the Village of Magnetic Springs:

- TR 145 A., Hinton Mill Road – Replace Rotted guardrail posts \$2,080.90

RESOLUTION **RECEIVED**
To The Union County Engineer JUN 23 2016

BE IT RESOLVED this 20 day of June, 2016, by the Trustees of
Dover Township of Union County, Ohio that the Union County Engineer
has prepared estimates for the required work:

Road Number	Road Section	Road Name	Description of Work	Estimated Cost
TR 145	A	Hinton Mill Road	Replace rotted guardrail posts	\$ 2,080.90
TOTAL				\$ 2,080.90

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

Tim Guider moved and Barry McLeff seconded the adoption of this resolution.

Roll Call Vote:

Yes Yes
Barry McLeff Yes

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

6/24/16 Beverly Linn
Date Fiscal Officer

TO BOC 6/23/16

Steve Stolte
Gary Lee
Charles Hall

Motion by Charles Hall and seconded by Gary Lee that this resolution be adopted and was carried by the following vote:

Steve Stolte, Yea
Gary Lee, Yea
Charles Hall, Yea

* * *

*Commissioners met with Judge Charlotte Eufinger, Probate and Juvenile Court; Tori Moledor, Probate and Juvenile Court Staff Attorney; Tammy Matias, CASA Coordinator for Delaware and Union County and Nicole Thornton, CASA Manager this date. Discussions were held on the following.

- Overview of the CASA Program regarding their current request for Grant funding. There will be no financial support required from Union County, only office space.

* * *

UNION COUNTY COMMISSIONERS JOURNAL 2016

June 30, 2016

RESOLUTION NO. 16-250:**Memorandum of Understanding Court appointed Special Advocate (CASA) Program– the Delaware County Probate & Juvenile Court – Union County Probate & Juvenile Court**

The Commissioners do hereby approve the following Memorandum of Understanding by and between the Delaware County Probate & Juvenile Court, with an address of 140 North Sandusky Street, Delaware, Ohio 43015 and the Union County Probate & Juvenile Court with an address of 215 W. Fifth Street, Marysville, Ohio 43040 for Court Appointed Special Advocate (CASA) Program.

- Term – Date the last party signs through 12-31-2016.

MEMORANDUM OF UNDERSTANDING**BETWEEN****THE DELAWARE COUNTY PROBATE & JUVENILE COURT AND****THE UNION COUNTY PROBATE & JUVENILE COURT****CONCERNING****THE COURT APPOINTED SPECIAL ADVOCATE (CASA) PROGRAM**

This is a Memorandum of Understanding between the Parties to this agreement: the Delaware County Probate/Juvenile Court ("Delaware Juvenile Court") whose principal place of business is 140 North Sandusky Street, Delaware, Ohio, 43015 and the Union County Probate/Juvenile Court ("Union Juvenile Court") whose principal place of business is 215 W. Fifth Street, Marysville, Ohio, 43040.

PRELIMINARY STATEMENTS

WHEREAS, the Delaware Juvenile Court currently operates a Court Appointed Special Advocate ("CASA") Program and is developing a satellite location to operate a joint program under this agreement with the Union Juvenile Court; and,

WHEREAS, the Union Juvenile Court desires to utilize a CASA Program in conjunction with the Delaware County CASA staff in various cases on the Union Juvenile Court docket; and,

WHEREAS, the participation in this agreement must be approved by both the Delaware County, Ohio County Commissioners and the Union County, Ohio County Commissioners; and,

WHEREAS, the Delaware Juvenile Court will employ and house the CASA Coordinator, an Assistant CASA Coordinator and will recruit CASA volunteers in both Delaware and Union County; and,

WHEREAS, the Union Juvenile Court will provide office space, supplies and other general support for a Union County CASA Case Manager who will report to the CASA Coordinator and assist in recruiting CASA volunteers; and,

WHEREAS, both Courts intend to use grant funding for the majority of the costs associated with each program arising out of the State Victims Assistance Act (SVAA) grant, the Victims of Crime Act (VOCA) grant and other funding provided by National CASA, Ohio CASA and other funding sources as they arise; and,

WHEREAS, each Court shall direct the staff and volunteers in each county adhere to all personnel and volunteer policies specific to each county;

MEMORANDUM OF UNDERSTANDING

NOW, THEREFORE, for and in consideration of the mutual promises and agreements of the Parties contained herein, it is agreed as follows:

1. PURPOSE

The purpose of this MOU is to state the covenants and conditions under which the Delaware Juvenile Court shall establish, maintain and operate the CASA program, and expand CASA services to the Union Juvenile Court by detailing the expectations, requirements and obligations of each Party, including, but not limited to, the following: funding of the program; requirements of staff and volunteers; requirements of each County Court; commitments of each set of County Commissioners; expressly note the minimum requirements for the training of CASA volunteers; identify proper channels for discipline, removal or resignation of CASA volunteers; note the commitments of office space and general support of the Union Juvenile Court; identify various forms of funding including, but not limited to, various grants and each set of County Commissioners; and other like items listed expressly below in this document.

2. TERM

The term of this MOU shall begin on the date that the last Party signs this MOU and continue until and through December 31, 2016, unless earlier terminated in conformance with the provisions of this MOU.

3. RENEWAL

Upon written agreement of the Parties, this MOU may be renewed for successive one (1) year periods subject to the same terms and conditions provided herein and upon any such terms and conditions as may be specifically agreed upon, added and/or amended in writing by the Parties.

4. SCOPE OF SERVICES

Delaware Juvenile Court has operated a CASA Program for some time, and is extending the service of the CASA Program to the Union Juvenile Court. The Parties shall have the following responsibilities and/or provide the following in connection with this MOU:

- I. The Union Juvenile Court will cooperate with the Delaware Juvenile Court CASA Program in the following manner:
 - a. Identify specific cases to which a CASA volunteer shall be appointed and make appointments as necessary.
 - b. Participate in the training of the volunteers.
 - c. Swear in volunteers upon completion of pre-service training.
 - d. Encourage and facilitate the cooperation of the court staff and officers with CASA staff and volunteers.
 - e. Terminate CASA volunteer involvement with cases as necessary.
 - f. Provide office space and supplies and other general support for the CASA staff and/or volunteers.
 - g. Coordinate regularly with the CASA staff and other members of the Delaware County Probate/Juvenile Court staff regarding issues that arise in the effectuation of the CASA program.

- II. The Delaware CASA Program shall:
- a. Provide CASA staff and recruit volunteers for the CASA Program.
 - b. Train each volunteer in each county in the skills needed to adequately fulfill their role as a CASA. This will involve 40 hours of pre-service training using the National CASA Association curriculum.
 - c. Coordinate the 12 in-service hours as required by the National CASA Association Standards.
 - d. Annually certify for each Court that each trained CASA volunteer has complied with Rule 48 of the Rules of Superintendence for the Courts of Ohio.
 - e. Assign CASA volunteers to cases referred to the program by the Court that have arisen from complaints that allege Abuse, Neglect and/or Dependency.
 - f. Oversee the discipline, dismissal and/or resignation of a CASA volunteer.

5. MEETINGS

Not less often than quarterly, but as often as needed, the Parties shall meet at a mutually agreeable place and time to review the MOU and CASA Program. The status of the CASA Program shall be discussed at such meeting. The Parties shall also determine whether any changes or modifications to this MOU are needed and, if so, what changes or modifications are needed and how those changes or modifications should be made.

Notwithstanding the foregoing, within thirty (30) days of the occurrence of any of the following events, the Parties shall meet and review the MOU and CASA Program to determine whether changes or modifications to the MOU or program are needed:

- a. When the Administrative Judge of the Court of either County ("Judge") retires, resigns, or is otherwise replaced in office.
- b. Either Court ceases to operate the CASA Program.
- c. Either Court requests a meeting other than the pre-determined and dated Annual Meeting.

6. FUNDING

Funding for the CASA Program shall be derived mainly from grant funding of various sources. The Delaware Juvenile Court has secured grant funding for the term of this agreement. Those known funding sources include the SVAA Grant, the VOCA Grant, National CASA, Ohio CASA and other like organizations/grant funding sources.

During the term of this agreement, the Parties agree that Union Juvenile Court will have no additional funding responsibilities other than those in-kind contributions required to satisfy Section 4: Scope of Services, as described hereinabove.

In the event of a shortfall of grant funds to operate the program, which is not anticipated for the term of this agreement, the Parties agree to the following:

1. As soon as the CASA Coordinator becomes aware of a possible shortfall, the Coordinator shall generate reports that state the total number of CASA cases in each Court and provide that report to each Judge. The total number of CASA cases in either Court includes all CASA cases open and active at any specific time during the term of this MOU.

2. After review of that report, the Judges will determine how much of the shortfall will be funded by either Court.
3. Unless otherwise agreed, each Court will pay its pro rata share of the shortfall. The shortfall shall be allocated between the Courts in proportion to the number of open cases in which a CASA was appointed in each Court.

7. RESOLUTION OF DISPUTES

The Parties recognize that litigation can be an expensive, resource-consuming process for resolving disputes. Therefore, the Parties agree that if any controversy or dispute arises out of or relates to this Agreement, they will attempt in good faith to settle the dispute through mediation. The Parties shall attempt to mutually agree as to the provider of neutral services, and complete mediation within thirty days.

8. ACCESS TO RECORDS

At any time, during regular business hours, with reasonable notice from the Court or whomever the Court appoints, and as often as the Court deems necessary, each Court shall make available all books, records, documents, papers, contracts, subcontracts, invoices, receipts, reports, statements, and all other information or data relating to the CASA Program and/or this MOU (collectively "Documents"). The Court or its appointee shall be permitted by the other to inspect, audit, make excerpts, photo copies, and/or transcripts of any and all such Documents. Each Court shall be allowed to redact any privileged or confidential information, and shall in no circumstance release information in contravention of the Ohio Revised Code, the Ohio Administrative Code, the Rules of Superintendence for the Courts of Ohio or the Rules of Juvenile Procedure.

9. RETENTION OF RECORDS

The CASA Program shall retain and maintain all documents related to a case for which a CASA volunteer is appointed to for a minimum of three (3) years after the termination of each case. If an audit, litigation, or other action (collectively "Action") is initiated during the term of this MOU or the retention period, the CASA Program shall retain and maintain such records until the Action is concluded and all issues are resolved or the three (3) years have expired, whichever is later.

10. TERMINATION

This MOU may be terminated as follows:

A. Termination for Convenience

Either Party may terminate this MOU at any time and for any reason by giving at least thirty (30) days advance notice, in writing, to the other Party.

B. Breach or Default

Upon breach or default of any of the provisions, obligations, responsibilities, or duties embodied in this MOU, the aggrieved Party shall provide written notice of the breach or default to the breaching or defaulting Party and permit the breaching or defaulting Party to remedy the breach or default within a specified reasonable period of time. If the breach or default is not satisfactorily remedied within the specified time period, this MOU may, at the election of the aggrieved Party, be immediately terminated. The Parties may, without limitation, exercise any available administrative, contractual, equitable or legal remedies.

Termination of this MOU shall relieve the Parties of any further obligations, responsibilities, or duties under this MOU, except that in anticipation of or upon termination, for any reason, the Parties shall:

- A. Immediately, but no later than the date of termination, relinquish to CASA (Delaware Co. Juvenile Court) all fiscal agent responsibilities.
- B. Immediately, but no later than the date of termination, relinquish, provide, and tender to CASA (Delaware Co. Juvenile Court) all information or items of any kind or nature, that allow or permit access to documents and tangible things to the CASA Program.
- C. Cooperate with CASA (Delaware Co. Juvenile Court) or its designee to wind up all interests, financial or otherwise, including coordination with Ohio CASA and National CASA, if the program terminates.

11. WAIVER

The waiver of any occurrence of breach or default is not and should not be interpreted as a waiver of any such subsequent occurrences. The Parties, without limitation, retain the right to exercise all available administrative, contractual, equitable or legal remedies. If either Party fails to perform an obligation or obligations under this MOU and such failure(s) is (are) waived by the other Party, such waiver shall be limited to the particular failure(s) so waived and shall not be deemed to waive other failure(s). Waiver by either Party shall be authorized in writing and endorsed by the Judge of each Court.

12. INDEPENDENT CONTRACTOR ACKNOWLEDGEMENT/ NO CONTRIBUTION TO OPERS

Each party is an independent contractor and has no authority to bind or act on behalf of another party. Each party is responsible and liable to the other parties only for its own acts and omissions, and the acts and omissions of its own employees and agents.

Delaware Juvenile Court shall be responsible for determining the employment status of the CASA Coordinator, as well as the Assistant CASA Coordinator and any other CASA staff, and shall pay all costs of the coordinators and staff, if any, or costs directly associated with the coordinators and staff, if any, performing his or her job responsibilities, including without limitation: salary or other compensation; employment taxes, if applicable, including all Federal, State and local taxes; PERS or other similar contributions, if applicable; any applicable health insurance or other county benefit. Delaware Juvenile Court shall be the sole employing agency of the coordinators and any

staff and has the sole liability as to all claims made by the coordinators or any staff Delaware Juvenile Court.

13. INSURANCE

Each Party shall carry and maintain throughout the life of the MOU such general liability and vehicle insurance as will protect it and the Parties against any and all claims for personal injury, including death, loss of moneys/funds, or property damage, which may arise out of or result from the performance of or operations under this MOU or from the use of any vehicle(s) in connection therewith, and shall include coverage for indemnification as described above.

Prior to commencement of this MOU, each Party shall present to the other Court current certificates of insurance and shall maintain current, without lapse, such insurance during and throughout the entire term of this MOU. Said insurance shall, at a minimum, be of a type which is customary in the industry or is required by law, whichever is the greater standard. Such insurance shall provide coverage in an amount that is both standard in the industry and adequate to protect each Party and the Indemnified Parties against any and all liability or damages arising from the Services provided under the MOU. Each Party shall be responsible for any and all premiums for such policy(ies).

14. WORKERS' COMPENSATION INSURANCE FOR CASA STAFF

Each Party shall, as applicable, carry and maintain, throughout the life of this MOU, Worker's Compensation Insurance as required by Ohio law and any other state in which work will be performed. Each Party shall be responsible for any and all premiums for such policy(ies). At any time throughout the life of the MOU either Party may request proof of such insurance. Proof of such insurance shall be promptly provided upon request.

15. AUDIT

Each Party agrees, if required by the Court or Committee, to have conducted an independent audit of the CASA Program. The requesting Party shall be responsible for any and all costs associated with such an independent audit and shall make copies of such independent audit available to the other Court and CASA Program without costs to either receiving Party. Each Party agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by any appropriate federal, state, local, or independent audit authority that is in any way associated with the CASA Program.

16. CONFLICT OF INTEREST

No personnel of either Party shall, prior to the termination of this MOU, voluntarily acquire any interest, direct or indirect, personal or otherwise, which is incompatible or in conflict with the discharge or fulfillment of his or her functions, duties, and/or responsibilities in connection with this MOU. Any such person who acquires an incompatible or conflicting personal interest on or after the effective date of this MOU shall immediately disclose his or her interest to the other Party and CASA Program in writing. Thereafter, he or she shall not participate in any action in

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connection with this MOU unless the Parties shall determine that, in the light of the personal interest disclosed, his or her participation in any such action would not be contrary to public interest or that of the CASA Program.

17. NOTICES

All notices, consents, and/or other communications which may or are required to be given by this MOU or by operation of law, shall be in writing and shall be deemed duly given if personally (hand) delivered, sent by certified or registered United States Mail, return receipt requested, sent via nationally recognized and reputable overnight express courier, return receipt requested, via facsimile, confirmation of delivery, or email, confirmation of delivery, to the following individuals at the following addresses or facsimile numbers and shall be effective when sent or transmitted:

Delaware Juvenile Court:

Katie Stenman, Court Administrator
140 North Sandusky Street
Delaware, Ohio 43015
Phone: (740) 833-2663
Facsimile: (740) 833-2589
Email: kstenman@co.delaware.oh.us

Union Juvenile Court:

Jennifer Griffith, Court Administrator
215 W. Fifth Street
Marysville, Ohio 43040
Phone: (937) 645-3029
Facsimile: (937) 645-3160
Email: jgriffith@co.union.oh.us

18. CERTIFICATION REGARDING FINDINGS FOR RECOVERY

Each Party hereby certifies, by signature of its representative below, that it is not subject to any current unresolved findings for recovery pending with or issued by the Ohio Auditor of State.


Katie Stenman, Delaware Juvenile Court
Court Administrator


Date

Jennifer Griffith, Union Juvenile Court
Court Administrator

Date

19. CAMPAIGN FINANCE – COMPLIANCE WITH R.C. 3517.13

R.C. 3517.13 requires that no political subdivision shall award any contract for the purchase of goods with a cost aggregating more than ten thousand dollars in a calendar year or services with a cost aggregating more than ten thousand dollars in a calendar year to a corporation, business trust, individual, partnership or other unincorporated business, association, including, without limitation, a professional association organized under R.C Chapter 1785, estate, or trust unless the political subdivision has received for that calendar year, or the contract includes, a certification that the individuals named in said sections of the Revised Code are in compliance with the applicable provisions of section 3517.13 of the Revised Code. The Parties shall complete the attached

certificate/affidavit entitled "Certification/Affidavit in Compliance with R.C. 3517.13." Failure to complete and submit the required aforementioned certificate/affidavit with the MOU will prohibit the Court from entering, proceeding with, and/or performing the MOU. Such certification is attached to this MOU as **Exhibit A** and by this reference is made a part of this MOU.

20. DRUG FREE ENVIRONMENT

Each Party agrees to comply with all applicable state and federal laws regarding drug-free environment. To the extent that either party has adopted a drug free workplace policy, each Party agrees to comply and to encourage compliance with that policy.

21. COUNTY POLICIES

CASA staff, who are employees of the Delaware County Juvenile Court, shall be bound by, conform to, comply with, and abide by all applicable Delaware County policies. All CASA Volunteers who are selected to serve shall adhere to the volunteer policies as set forth by Delaware County.

22. COMPETITIVE BIDDING NOT REQUIRED

Consistent with R.C. 307.86 and the requirements of such statute, this MOU is not required to be competitively bid.

23. ASSIGNMENT

Neither Party shall assign any or all of its rights or obligations under this MOU to any other person or entity.

24. SUBCONTRACTING

Neither Party shall subcontract for the performance of all or any portion of the services provided pursuant to this MOU.

25. DRAFTING

This MOU shall be deemed to have been drafted by both Parties and no purposes of interpretation shall be made to the contrary.

26. HEADINGS

The subject headings of the paragraphs in this MOU are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.

27. GOVERNING LAW/VENUE

This MOU shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this MOU shall be filed in and heard in the courts of Delaware County, Ohio, by a Judge appointed by the Supreme Court of Ohio. Each Party hereby irrevocably consents to such venue and jurisdiction.

28. SEVERABILITY

The provisions of this MOU are severable and independent, and if any such provision shall be unenforceable in whole or in part, the remaining provisions and any partially enforceable provisions, to the extent enforceable, shall nevertheless be binding and enforceable.

29. ENTIRE AGREEMENT

This MOU (and its Attachments) shall constitute the entire understanding and agreement between the Parties, shall supersede all prior understandings and agreements, whether written or oral, between the Parties relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the Parties.

30. COUNTERPARTS

This MOU may be executed in counterparts.

31. SIGNATURES

Any person executing this MOU in a representative capacity hereby warrants that he/she has authority to sign this MOU or has been duly authorized by his/her principal to execute this MOU on such principal's behalf and is authorized to bind such principal.

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32. SIGNATURE OF EACH COUNTY PROSECUTING ATTORNEY AS TO FORM

The Prosecuting Attorneys of Delaware County and Union County, by signing below, approve this Memorandum of Understanding as to form.

Carol Hamilton O'Brien
Delaware County Prosecuting Attorney

Date

David W. Phillips
Union County Prosecuting Attorney

6/30/2016
Date

33. OFFICIAL SIGNATURES AND DATES

By signing below, each Party shall be subject to this MOU and all the provisions found herein.

A. Judicial Signatures

Judge David A. Hejmanowski
Delaware County Court of Common Pleas
Juvenile Division

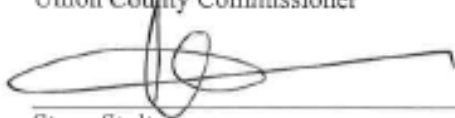
6/22/16
Date

Judge Charlotte C. Eufinger
Union County Court of Common Pleas
Juvenile Division

6.30.16
Date

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June 30, 2016

B. County Commissioner SignaturesCharles Hall
Union County Commissioner6-30-16
DateSteve Stolte
Union County Commissioner6-30-16
DateGary Lee
Union County Commissioner6-30-16
Date_____
Gary Merrell
Delaware County Commissioner_____
Date_____
Jeff Benton
Delaware County Commissioner_____
Date_____
Barb Lewis
Delaware County Commissioner_____
Date

Page 11 of 11

Motion by Gary Lee and seconded by Charles Hall that this resolution be adopted and was carried by the following vote:

Steve Stolte, Yea
Gary Lee, Yea
Charles Hall, Yea

* * *

UNION COUNTY COMMISSIONERS JOURNAL 2016
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*The Commissioners met with Randy Riffle, Chief Operations Officer this date in regards to his regular meeting. Discussions were held on the following.

- Bids for the Facilities Building on County Home Road will be on July 12th.
- City of Marysville upcoming Design Review Meeting will be held on July 13th at 6:30 pm, the disposition of the County's former Veterans building located on 6th Street.
- Finishing up freedom center lettering.
- Worker Compensation Rates have been estimated at 1.1% for the coming year. Target refund over three year period will be approx. \$41,000. Resolution to follow for 2017 group retro.
-

* * *

RESOLUTION NO. 16-251:

2017 Retrospective Rating Program Enrollment – CCAO BWC - Union County

The Commissioners do hereby approve and authorize Commissioner Stolte to sign the following 2017 Retrospective Rating Program Enrollment.

UNION COUNTY COMMISSIONERS JOURNAL 2016
June 30, 2016

DATE: June 23, 2016



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

Re: 2017 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 2017 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 2016 Group. To date, the 2010 through 2014 county participants have earned refunds totaling almost \$7.5 million!

Our program's third party administrator is **CompManagement**, a leader in Ohio workers' compensation group programs and claims administration. CompManagement 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.

We're **working harder to put you first** and are pleased to offer you the following Group Retrospective quote:

Estimated 2017 Premium <small>(BWC Assessments not included)</small>	\$181,019
Target Refund%	23%
Target Refund \$	\$41,634

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.

Re-Enrollment is easy!

Sign and return in
enclosed envelope
by July 8, 2016

- Application form U-153
- Participation Agreement

Questions? Visit www.compmgt.com or contact Sherry Barbosky or Beth Miller at CCAO, (888) 757-1904 or CompManagement's Customer Support Unit at (800) 825-6755, option 3.



2017 Group Retrospective Rating Analysis

Employer: Union County
Policy No.: 38000001
Max Refund: 79.70%

TM: -21%
EMR: 0.79

Max Assessment: 15%

Target Refund : 23%

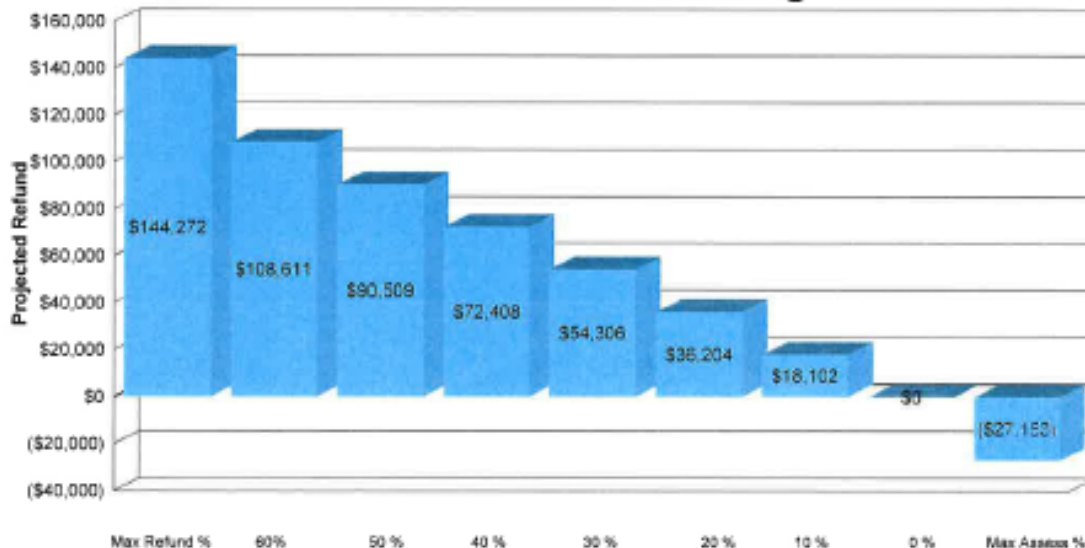
Target Refund: \$41,634

The refund/assessment is allocated over the 3 year period of the program and not reflective of each individual survey date.

Estimated Individual Premium:	\$199,743
Less Est BWC Admin & DWRF:	\$18,724
Estimated Standard Premium:	\$181,019

Estimated Maximum Savings:	\$144,272
Estimated Maximum Assessment:	\$27,153

Estimated Refund Range



*The 2017 premium amounts are for the payroll period from 1/01/2017 to 12/31/2017.

Please note that 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.

June 23, 2016

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June 30, 2016

Ohio**Bureau of Workers'
Compensation****Employer Statement for
Group Retrospective Rating Program****Instructions**

- Please 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 unit must review and approve this application BEFORE it becomes effective.

Employer Name UNION COUNTY		Telephone number 9376453033	BWC policy number 38000001
Address 233 WEST 6TH ST		City MARYSVILLE	State OH 9-digit Zip Code 43040

Group Retrospective Rating Program Enrollment

I agree to comply with the Ohio Bureau of Workers' Compensation Group Retrospective Rating Program rules (Ohio Administrative Rule 4123-17-73). I understand that my participation in the program is contingent on such compliance.

This form supercedes any previously executed U-153.

I understand that only a BWC Group Retrospective Rating Program certified sponsor can offer membership into the program. I also understand that if the sponsoring organization listed below, is not certified, this application is null and void.

I am a member of the County Commissioners Association Retro Group sponsoring organization or a certified affiliate organization and would like to be included in the Group-Retrospective-Rating Program it sponsors for the policy year beginning January 1, 2017. I understand the employer roster submitted by the group will be the final, official determination of the group in which I will or will not participate. Submission of their form does not guarantee participation.

I understand that the organization's representative CompManagement LLC #000900-80 (currently, as determined by the organization) is the only representative I may have in risk-related matters while I remain a member of the group. I also understand that the representative for the Group Retrospective Rating Program will continue as my individual representative in the event that I no longer participate in the program. At the time I am no longer a member of the group, I understand that I must file an AC-2, permanent authorization form, in order to cancel or change individual representation.

I understand a new U-153 shall be filed each policy year I participate in the Group-Retrospective-Rating Program.

I am associated with the sponsoring organization or a certified affiliate sponsoring organization ☒ Yes ☐ No

County Commissioners Association Retro Group

440981

Name of sponsor or affiliate sponsor

Sponsor or affiliate sponsor policy number

Note: For injuries that occur during the period an employer is enrolled in the Group Retrospective Rating Program, employers may not utilize or participate in the Deductible Program, Group Rating, Retrospective Rating, Safety Council Discount Program, \$15,000 Medical-Only Program, or the Drug-Free Safety Program.

Certification

Randy Riffle certifies that he/she is the Chief Operating Officer of _____
(Officer name) (Title)

Union County Commissioners, the employer referred to above, and
(Employer name)

that all of the information is true to the best of his/her knowledge, information, and belief, after careful investigation.

[Signature] 6/30/16
(OFFICER SIGNATURE) (DATE)

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

County Commissioners Association Retro Group

38000001 Grp # 03580 2017

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

THIS AGREEMENT, dated as of _____, 2016, is between CCAO Service Corporation ("CCAOSC"), an Ohio corporation, and UNION COUNTY ("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 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

CCAOSC, for itself and on behalf of CCAO, represents and warrants as follows:

CCAO was created more than two years prior to the date of application for Group coverage.

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.

The business of the Group members is substantially similar such that the policies which are grouped are substantially homogeneous.

The Participant represents and warrants as follows:

- (1) It is a member in good standing of the County Commissioners' Association of Ohio.
- (2) It has an Ohio Bureau of Workers' Compensation ("OBWC") policy number for counties and its account with OBWC is in good standing such that no outstanding premiums, penalties or assessments are due from it.

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- (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.

Section V: BASIC OBLIGATIONS OF PARTIES

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

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
- (3) perform such additional duties as are required of it by this Agreement.

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 CCAOSC. 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.

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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.

Each Participant agrees to engage, at its sole expense, as 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 Safety Expectations Survey and working toward accomplishing all of the 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.

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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

to perform such other acts and functions as may be necessary to the administration of the Group.

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, 2017 and thereafter. CCAOSC may terminate this Agreement upon sixty (60) 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, 2016. 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 in good standing and 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 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.



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The Participant hereby acknowledges receipt of the complete Agreement.

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

CCAO SERVICE CORPORATION

Date: 4/4/2016By: 
David W. BrooksUNION COUNTYDate: 6/30/16By: 
Signature of Authorized OfficialCounty Name: UNION COUNTYAddress: 233 WEST 6TH STCity, State, Zip: MARYSVILLE OH 43040OBWC Number: 38000001

APPROVED AS TO FORM (if required)

 6/28/2016
Prosecuting Attorney Asst. Prosec. Atty.

Motion by Charles Hall and seconded by Gary Lee that this resolution be adopted and was carried by the following vote:

Steve Stolte, Yea
Gary Lee, Yea
Charles Hall, Yea

* * *

UNION COUNTY COMMISSIONERS JOURNAL 2016

June 30, 2016

RESOLUTION NO. 16-252

Authorizing Participation in ODOT Cooperative Purchasing Program – Engineer

The Commissioner do hereby authorize the participation in ODOT Cooperative Purchasing Program.



County Engineer
Environmental Engineer
Building Department
233 W. Sixth Street
Marysville, Ohio 43040
P 937. 645. 3018
F 937. 645. 3161
www.co.union.oh.us/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

**RESOLUTION AUTHORIZING PARTICIPATION
IN ODOT COOPERATIVE PURCHASING PROGRAM**
(June 28, 2016)

WHEREAS, Section 5513.01 (B) provides the opportunity for Counties, Townships, Municipal Corporations to participate in contracts of the Ohio Department of Transportation for the purchase of machinery, material, supplies or other articles.

NOW, THEREFORE,

Be it resolved, by the Board of Commissioners of Union County, Ohio

SECTION 1.

That the Union County Engineer hereby requests authority in the name of Union County to participate in the contracts of the Ohio Department of Transportation for the purchase of machinery, materials, supplies or other articles which the Department has entered into pursuant to Revised Code Section 5513.01 (B).

SECTION 2.

That the Union County Engineer is hereby authorized to agree in the name of Union County to be bound by all terms and conditions as the Director of Transportation prescribes.

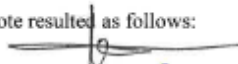
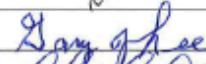
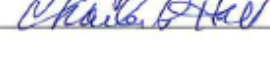
SECTION 3.

That the Union County Engineer is hereby authorized to agree in the name of Union County to directly pay vendors, under each such contract of the Ohio Department of Transportation in which Union County participates, for items it receives pursuant to the contract.

SECTION 4.

That Union County agrees to be responsible for resolving all claims or disputes arising out of its participation in the cooperative purchasing program under Section 5513.01(B) of the Ohio Revised Code. The Union County Engineer agrees to waive any claims, actions, expenses, or other damages arising out of its participation in the cooperative purchasing program which the Union County Engineer may have or claim to have against ODOT or its employees, unless such liability is the result of negligence on the part of ODOT or its employees.

A roll call vote resulted as follows:

Yea	Vote		(Authorized Signature)	6-30-16	Date
Yea	Vote		(Authorized Signature)	6-30-16	Date
Yea	Vote		(Authorized Signature)	6-30-16	Date

Jeff Stauch, PE/PS
Engineer | Environmental Engineer

Mary A. Sampsel, PE
Assistant County Engineer | Chief Building Official

Motion by Charles Hall and seconded by Gary Lee that this resolution be adopted and was carried by the following vote:

Steve Stolte, Yea
Gary Lee, Yea
Charles Hall, Yea

* * *

UNION COUNTY COMMISSIONERS JOURNAL 2016

June 30, 2016

ADMINISTRATOR ACTION #16-104A:**Approval of Capital Equipment Requests – Sheriff - Facilities**

County Administrator Eric Richter approved the following Capital Equipment Requisitions:

<u>Sheriff</u>	<u>Net Price</u>	<u>Date</u>
2017 Ford Police Interceptor	\$25,989.00	June 30, 2016

<u>Facilities/Commissioners</u>	<u>Net Price</u>	<u>Date</u>
Salsbury Ind. – COB Mailboxes	\$2,882.51	June 28, 2016
Salsbury Ind. – Freedom Ctr. Mailboxes	\$386.54	June 28, 2016
Grainger – Drywall TK	\$545.00	June 28, 2016
Grainger – Drywall TK Pallet	\$483.35	June 28, 2016

<u>Sheriff</u>	<u>Net Price</u>	<u>Date</u>
Dell Mrktg. – 9020 Optiplex Replace.	\$2,418.28	June 28, 2016
Dell Mrktg. – 9020 Optiplex Replace.	\$2,986.71	June 28, 2016
Dell Mrktg. – 9020 Optiplex Replace.	\$1,394.51	June 28, 2016

<u>Sheriff</u>	<u>Net Price</u>	<u>Date</u>
Six Bullet Resistant Vests	\$2,866.09	June 9, 2016

MAY 2016

<u>Facilities/Commissioners</u>	<u>Net Price</u>	<u>Date</u>
Sewer Pump Replacements	\$5,196.84	May 26, 2016

<u>Prosecutor</u>	<u>Net Price</u>	<u>Date</u>
Dell 43 Ultra	\$2,484.66	May 26, 2016

<u>Facilities/Commissioners</u>	<u>Net Price</u>	<u>Date</u>
COB Intercom/Cameras Recorder	\$920.00	May 19, 2016
COB Intercom/Cameras H.R.	\$2,958.49	May 19, 2016

<u>Facilities/Commissioners</u>	<u>Net Price</u>	<u>Date</u>
Saber Blade/Floor Scrub	\$3,838.19	May 17, 2016

<u>Prosecutor</u>	<u>Net Price</u>	<u>Date</u>
Canon Document Scanners (Replace.)	\$2,326.98	May 17, 2016

APRIL 2016

<u>Sheriff</u>	<u>Net Price</u>	<u>Date</u>
Bulldog Digital Gun Vaults	\$299.95	April 19, 2016
Arbitrator in car video systems	\$1,406.80	April 19, 2016
Dell Blade Server – 911/GF portion	\$47,234.75	April 19, 2016

<u>Sheriff</u>	<u>Net Price</u>	<u>Date</u>
Garmin GPS with Lifetime Maps	\$591.15	April 12, 2016

<u>Sheriff</u>	<u>Net Price</u>	<u>Date</u>
Pro All Terrain Metal Detector	\$969.45	April 5, 2016

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Motorola APX6500 Mobile Radios	\$12,619.20	April 5, 2016
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MARCH 2016

<u>Auditor</u>	<u>Net Price</u>	<u>Date</u>
Replacement UPS/Courthouse	\$1,272.69	March 29, 2016

<u>Sheriff</u>	<u>Net Price</u>	<u>Date</u>
6 Binoculars	\$599.12	March 29, 2016
Cell Platform/Interface	\$564.00	March 29, 2016
Dell OptiPlex Desktop Computer	\$1,259.05	March 29, 2016

<u>Facilities/Commissioners</u>	<u>Net Price</u>	<u>Date</u>
Security Cameras/Main Street	\$3,454.52	March 10, 2016

<u>Information Technology/Auditor</u>	<u>Net Price</u>	<u>Date</u>
2916 Liebert Replace. UPS/Health	\$844.86	March 3, 2016

<u>Prosecutor</u>	<u>Net Price</u>	<u>Date</u>
4 Workstations/Soundbars/Monitors	\$5,961.06	March 3, 2016

FEBRUARY 2016

<u>Auditor</u>	<u>Net Price</u>	<u>Date</u>
Two laptops	\$2,132.00	February 23, 2016 Data Board Approved 2/19/2016

<u>Information Technology/Auditor</u>	<u>Net Price</u>	<u>Date</u>
Kaspersky Anti-Virus Software	\$13,331.50	February 23, 2016 Data Board Approved 2/19/2016

<u>Sheriff</u>	<u>Net Price</u>	<u>Date</u>
New Cruiser Equip. (Interceptor)	\$6,358.15	February 23, 2016
New Cruiser Equip. (Interceptor)	\$5,114.15	February 23, 2016
New Cruiser Equip. (Interceptor)	\$4,499.15	February 23, 2016
Patrol Rifles	\$4,083.20	February 23, 2016
New Cruiser Equip. (interceptor)	\$2,318.15	February 23, 2016
New Cruiser Equip. (Interceptor)	\$1,852.15	February 23, 2016
New Cruiser Equip. (Sedan Interceptor)	\$1,089.90	February 23, 2016
New Cruiser Equip. (Sedan Interceptor)	\$169.00	February 23, 2016

<u>Information Technology/Auditor</u>	<u>Net Price</u>	<u>Date</u>
London Ave. MDF UPS Replace.	\$3,443.00	February 11, 2016
Replace. UPS for BMV	\$844.86	February 11, 2016

<u>Sheriff</u>	<u>Net Price</u>	<u>Date</u>
2016 Ford Taurus	\$24,336.00	February 11, 2016
2016 Ford Taurus	\$24,336.00	February 11, 2016
2016 Ford Interceptor	\$27,505.18	February 11, 2016
2016 Ford Interceptor	\$27,505.18	February 11, 2016
2016 Ford Interceptor	\$27,505.18	February 11, 2016
2016 Ford Interceptor	\$27,505.18	February 11, 2016

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<u>Sheriff</u>	<u>Net Price</u>	<u>Date</u>
BEE III Rader Rear Antenna Kits	\$1,000.00	February 9, 2016
GForce Sensors/Triggers/Cables	\$3,742.00	February 9, 2016
JANUARY 2016		
<u>Auditor</u>	<u>Net Price</u>	<u>Date</u>
Two laptops	\$2,132.00	PENDING DATA BOARD APPROVAL
<u>Sheriff</u>	<u>Net Price</u>	
Wireless modems for cruisers	\$10,644.00	January 28, 2016
Tasers – 25% JAG Grant match	\$3,814.84	January 28, 2016
In Car Video Systems	\$11,674.00	January 28, 2016
TYD Grand Total	\$371,688.52	

* * *

ADMINISTRATOR ACTION #16-105A:

Personnel Agenda - DJFS

County Administrator Eric Richter approved the following personnel actions:

- Hearing Officer (Appointment – Internal Promotion) – Effective Date 7/5/16
- Child Support Case Manager (Appointment) – Effective Date 7/11/16
- Social Services Worker 2 (Appointment) – Effective 7/11/16

* * *

*Commissioner Lee participated in a CCAO Joint Election conference call June 29th.

* * *

*Commissioner Lee attended a CCAO General Government Meeting June 29th.

* * *

*Commissioners Stolte attended the CIC Board of trustees.

* * *

*Commissioners Stolte participated in CCAO Drainage Task Force webinar on June 29th.

* * *

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June 30, 2016

The Proceeding Minutes were Read and Approved July 7, 2016

X



Steve Stolte
Commissioner
Signed by: Letitia Rayl

X




Gary Lee
Commissioner
Signed by: Letitia Rayl

X



Charles Hall
Commissioners
Signed by: Letitia Rayl

X



Letitia Rayl
Executive Assistant to the Board
Signed by: Letitia Rayl