

REGULAR SESSION NOVEMBER 17, 2021

This day the Board of Morrow County Commissioners met in their office at 80 North Walnut St., Ste. A, Mt. Gilead, Ohio with the following members present: Mr. Abraham, Mr. Whiston and Mr. Siegfried.

Public in attendance: Joe Carroll (Airport), Ryan Lawson (Veterans), Don Mann, Teresa Mann, Jason Balis (Columbia Gas).

The meeting was opened with prayer and pledge of allegiance to the flag, and then called to order by Mr. Whiston, who then proceeded with the business at hand. The following matters came before the Board for their consideration and approval.

**IN THE MATTER OF
APPROVAL OF THE MINUTES
OF REGULAR SESSION OF NOVEMBER 15, 2021: 21-R-807**

Mr. Abraham made a motion to approve the minutes of regular session of November 15, 2021, as recorded in the Commissioners Journal # 49.

Mr. Siegfried duly seconded this motion

Roll Call Vote: ...,Mr. Abraham..., "yea" ...,Mr. Siegfried..., "yea" .., Mr. Whiston.., "yea"

**IN THE MATTER OF
APPROVAL OF BILLS FOR PAYMENT: 21-R-808**

Mr. Whiston made a motion to approve payment of bills numbered 1 through 93 submitted by the Morrow County Auditor's office.

Mr. Siegfried duly seconded this motion

Roll Call Vote: ...,Mr. Abraham..., "yea" ...,Mr. Siegfried..., "yea" .., Mr. Whiston.., "yea"

**IN THE MATTER OF
PAY-INS: 21-R-809**

The following pay-ins were made to Patricia K. Davies, Morrow County Auditor:

- Receipt Batch #2210 Payments received from Chesterville customers for sewer fund 5159 \$117.00
 - Payments received from Johnsville customers for sewer fund 5100 \$41.50
 - Payments received from Ketterman customers for sewer fund 5121 \$55.84
- Receipt# 213049 Payment from Morrow County Services for Older Citizens for December 2021 insurance premium 7222-7777-740100 \$4,296.92
- Receipt# 213056 Payment from Morrow County Sewer Districts for cost allocation payment 1000-1020-420210 \$5,509.00
- Receipt Batch #2214 Payments received from Chesterville customers for sewer fund 5159 \$246.00
 - Payments received from Johnsville customers for sewer fund 5100 \$351.00
 - Payments received from Ketterman customers for sewer fund 5121 \$452.54
 - Payments received from Somoco customers for sewer fund 5110 \$350.39

**IN THE MATTER OF
APPROPRIATION OF UNAPPROPRIATED CERTIFIED MONIES – GENERAL FUND,
WORKERS COMP: 21-A-167**

Mr. Siegfried made a motion to appropriate from the unappropriated certified monies to the following account in order to pay Workers Comp in advance.

1000-0133-510230	Workers Comp & Admin	\$97,137.00
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Mr. Abraham duly seconded this motion.

Roll Call Vote: ..,Mr. Abraham..., "yea" ..,Mr. Siegfried..., "yea" .., Mr. Whiston.., "yea"

**IN THE MATTER OF
APPROPRIATION OF UNAPPROPRIATED CERTIFIED MONIES – MCAT FUND
2061: 21-A-168**

At the request of Jaime Zeger, MCAT Fiscal Supervisor, a motion was made by Mr. Whiston to appropriate from the unappropriated certified monies to the following account:

2061-0163-540400	MCAT Administration Supplies/Materials	\$3,000.00
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Mr. Abraham duly seconded this motion.

Roll Call Vote: ..,Mr. Abraham..., “yea” ..,Mr. Siegfried..., “yea” .., Mr. Whiston.., “yea”

**IN THE MATTER OF
APPROPRIATION OF UNAPPROPRIATED CERTIFIED MONIES – JOB AND FAMILY
SERVICES FUND 2121 COUNCIL FOR GOVERNMENT: 21-A-169**

At the request of Sundie Brown, Director, a motion was made by Mr. Siegfried to appropriate from the unappropriated certified monies to the following account:

2121-1111-530310	COG FCFC – Professional & Technical Services	\$9,500.00
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Mr. Abraham duly seconded this motion.

Roll Call Vote: ..,Mr. Abraham..., “yea” ..,Mr. Siegfried..., “yea” .., Mr. Whiston.., “yea”

**IN THE MATTER OF
APPROPRIATION OF UNAPPROPRIATED CERTIFIED MONIES – ARP FUND 4121,
SEWER: 21-A-170**

Mr. Abraham made a motion to appropriate from the unappropriated certified monies to the following account for Tetra Tech invoice – Headwaters Alum Creek NPS IS Plan:

4121-0101-530310	ARP Professional Services – Sewer	\$6,650.00
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Mr. Whiston duly seconded this motion.

Roll Call Vote: ..,Mr. Abraham..., “yea” ..,Mr. Siegfried..., “yea” .., Mr. Whiston.., “yea”

**IN THE MATTER OF
TRANSFER OF FUNDS – GENERAL FUND, COMMISSIONES: 21-T-124**

Mr. Whiston made a motion to approve the following transfer of funds:

**Reason – sentinel subscription

From 1000-0101-540420 Operational Supplies to 1000-0101-540400 Supplies/Materials in the amount of \$46.80

Mr. Siegfried duly seconded this motion.

Roll Call Vote: ..,Mr. Abraham..., “yea” ..,Mr. Siegfried..., “yea” .., Mr. Whiston.., “yea”

**IN THE MATTER OF
TRANSFER OF FUNDS – GENERAL FUND, PROSECUTOR: 21-T-125**

At the request of Thomas Smith, Morrow County Prosecutor, a motion was made by Mr. Siegfried to approve the following transfer of funds:

**Reason – to fully use monies available to pay open invoices

From 1000-4404-530347 Transcripts to 1000-4404-540410 Office Supplies in the amount of \$736.00

Mr. Abraham duly seconded this motion.

Roll Call Vote: ..,Mr. Abraham..., “yea” ..,Mr. Siegfried..., “yea” .., Mr. Whiston..., “yea”

**IN THE MATTER OF
TRANSFER OF FUNDS – ENGINEER’S FUND 2202: 21-T-126**

At the request of Bart Dennison, Morrow County Engineer, a motion was made by Mr. Siegfried to approve the following transfer of funds:

**Reason – additional funds are needed for end of year payroll

From 2202-2002-510121 Salary Tax Map to 2202-2002-510110 Salary Engineer in the amount of \$11,500.00

From 2202-2002-510121 Salary Tax Map to 2202-2002-510122 Salary Road Crew in the amount of \$13,500.00

From 2202-2002-510121 Salary Tax Map to 2202-2002-510125 Salary Mechanics in the amount of \$15,000.00

From 2202-2002-510121 Salary Tax Map to 2202-2002-510127 Salary Admin in the amount of \$5,000.00

Mr. Whiston duly seconded this motion.

Roll Call Vote: ..,Mr. Abraham..., “yea” ..,Mr. Siegfried..., “yea” .., Mr. Whiston..., “yea”

**IN THE MATTER OF
APPROVAL OF COMMERCIAL LEASE AGREEMENT WITH DECKER & HULL
RENTALS SPACE FOR MORROW COUNTY VETERAN SERVICES OFFICE: 21-R-810**

WHEREAS, on August 29, 2016, the Morrow County Commissioners approved a 5 year Commercial Lease Agreement with Decker & Hull Rentals for space to be occupied by the Morrow County Veteran Services Office; and

WHEREAS, the term of this lease was for December 31, 2016 through December 31, 2021; and

WHEREAS, the Morrow County Veteran Services Office has request approval of another 5 year lease, no changes made, as presented below and approved to form by Thomas Smith, Morrow County Prosecutor:

This Lease is made on November 3, 2021, between Decker & Hull Rentals, Landlord, of 608 W. Marion Road, City of Mt. Gilead, State of Ohio, and Morrow County Commissioners on behalf of Morrow County Veterans Service Office, Tenant, of 143 S. Main Street, City of Mt. Gilead, and State of Ohio.

1. The Landlord agrees to rent to the Tenant and the Tenant agrees to rent from the Landlord the following property:

143 South Main
Mt. Gilead, OH 43338

2. The rental payments will be \$966.00 per month and will be payable by the Tenant to the Landlord on the 1st day of each month, beginning on occupancy of the premises. If any rental payment is not paid within five (5) days of its due date, the Tenant agrees to pay an additional late charge of 5% (five percent) of the rental payment due. The first payment being due shall be prorated based upon the date of occupancy.

3. The term of this Lease will be from December 31, 2021, until December 31, 2026. If Tenant is in full compliance with all the terms of this Lease at the expiration of this term, Tenant shall have the option to renew this Lease for an additional term of five (5) years, with all terms and conditions of this Lease remaining the same, except that the rent shall be negotiable. If the Tenant remains as tenant after the expiration of this Lease with the consent of the Landlord but without signing a new lease, a month-to-month tenancy will be created with the same terms and conditions as this Lease, except that such new tenancy may be terminated by ninety (90) days written notice from either the Tenant or the Landlord, and that the rent shall be N/A.

4. The Tenant has not paid the Landlord a security deposit.

5. The Tenant agrees to use the property only for the purpose of carrying on the following lawful business:

Morrow County Veterans Service Office

6. The Landlord agrees that the Tenant may install the following equipment and fixtures for the purpose of operating the tenant's business and that such equipment and fixtures shall remain the property of the Tenant:

Phone and computer networks

7. The Tenant has the right to inspect the property, after proposed renovations are complete and Tenant has forty-eight (48) hours after said inspection to indicate to Landlord if the property is found satisfactory for its intended purposes. The Landlord shall be responsible for the repair and upkeep of the exterior of the property, including the roof, exterior walls, parking areas, landscaping, and building foundation. The Landlord shall be responsible for the repair and upkeep of the interior of the property, including all electrical, mechanical, plumbing, heating, and/or cooling on the property. Tenant agrees to maintain the interior of the property and the surrounding outside area in a clean, safe, and sanitary manner and not to make any alterations to the property without the Landlord's written consent. At the termination of this Lease, the Tenant agrees to leave the property in the same condition as when it was received, except for normal wear and tear. Tenant also agrees to comply with all rules, laws, regulations, and ordinances affecting the property or the business activities of the Tenant.

8. The Tenant agrees to obtain and pay for all necessary utilities for the property.

9. The Tenant agrees not to sub-let the property or assigns this Lease without the Landlord's written consent, which shall not be unreasonably withheld. Tenant agrees to allow the landlord reasonable access to the property for inspection and repair. Landlord agrees to enter the property only after notifying the Tenant in advance, except in an emergency.

10. If the Tenant fails to pay the rent on time or violates any other terms of this Lease, the Landlord will provide written notice of the violation or default, allowing ten (10) days to correct the violation or default. If the violation or default is not completely corrected within the time prescribed, the Landlord will have the right to terminate this Lease with ten (10) days' notice and in accordance with state law. Upon termination of this Lease, the Tenant agrees to surrender possession of the property. The Landlord will also have the right to re-enter the property and take possession of it, remove Tenant and any equipment or possessions of Tenant, and to take advantage of any other legal remedies available.

11. The Landlord agrees to carry fire and casualty insurance on the property, but shall have no liability for the operation of the Tenant's business. The Tenant agrees not to do anything that will increase the Landlord's insurance premiums and, further agrees to indemnify and hold the Landlord harmless from any liability or damage, caused by Tenant's operations. The Tenant agrees to carry and pay all premiums for casualty insurance on any equipment or fixtures that Tenant installs at the property. In addition, The Tenant agrees to carry business liability insurance, including bodily injury and property damage coverage, covering all Tenant's business operating in the amount of \$1,000,000.00 with the Landlord named as a co-insured party. Tenant agrees to furnish Landlord copies of the insurance policies and to not cancel the policies without notifying the Landlord in advance. Tenant agrees to provide Landlord with a Certificate of Insurance which indicates that Landlord is a co-insured party and that Landlord shall be provided with a minimum of ten (10) days written notice prior to cancellation or change of coverage.

12. This Lease is subject to any mortgage or deed of trust currently on the property or which may be made against the property at any time in the future. The Tenant agrees to sign any documents necessary to subordinate this Lease to a mortgage or deed of trust for the Landlord.

13. As required by law, the Landlord makes the following statement: "Radon gas is a naturally occurring radioactive gas that, when accumulated in sufficient quantities in a building, may present health risks to persons exposed to it. Levels of radon gas that exceed federal and state guidelines have been found in buildings in this state. Additional information regarding radon gas testing may be obtained from your county health department."

14. The following are additional terms of this Lease:

Landlord agrees to renovate office space to accommodate the needs of the Veterans Service Office.

The Tenant is entitled to full use of 1/2 of the existing parking lot (the south side between the previous C&D Body Shop and 143 South Main) Veterans Service Office. This parking lot is located on the west side of South Main Street.

15. The parties agree that this Lease, including the following attachments:

None

is the entire agreement between them and that no terms of this Lease may be changed except by written agreement by both parties. This Lease is intended to comply with any and all applicable laws relating to landlord and tenant relationships in this state. This Lease binds and benefits both the Landlord and Tenant and any heirs, successors, representatives, or assigns. This Lease is governed by the laws of the State of Ohio.

**MORROW COUNTY COMMISSIONERS FOR:
THE MORROW COUNTY VETERANS SERVICE
OFFICE:**

s/ Dave Decker
Signature of Landlord

Name of Landlord: Decker & Hull Rentals

By: Dave C. Decker, Authorized Signatory

s/Thomas E. Whiston
Thomas E. Whiston, Chairman County Commissioner

s/Tim Siegfried
Tim Siegfried, Vice Chairman County Commissioner

s/Tim Abraham
Tim Abraham, County Commissioner

Approved as to form by:

s/Thomas Smith
Thomas Smith, County Prosecutor

THEREFORE, Mr. Siegfried made a motion to approve the aforementioned Lease Agreement with Decker & Hull Rentals on behalf of the Veteran Services Office.

Mr. Abraham duly seconded this motion.

Roll Call Vote: ..,Mr. Abraham..., “yea” ..,Mr. Siegfried..., “yea” .., Mr. Whiston..., “yea”

**IN THE MATTER OF
APPOINTMENT OF ALTERNATE TO THE RURAL ZONING COMMISSION: 21-R-811**

WHEREAS, Brent Russell, Planning and Zoning Director, along with the Rural Zoning Commission would like to recommend William Jackson as an alternate effective January 1, 2022;

THEREFORE, Mr. Whiston made a motion to approve appointing William Jackson, 4650 Twp Rd 21, Marengo, Ohio 43334 to the Rural Zoning Commission as an alternate effective January 1, 2022.

Mr. Siegfried duly seconded this motion.

Roll Call Vote: ..,Mr. Abraham..., “yea” ..,Mr. Siegfried..., “yea” .., Mr. Whiston..., “yea”

**IN THE MATTER OF
APPROVAL OF TEMPORARY EASEMENT (TEMPORARY WORKSPACE)
AGREEMENT WITH COLUMBIA GAS TRANSMISSION: 21-R-812**

Mr. Whiston made a motion to approve the agreement and accommodate the workspace for the Columbia Gas transmission project:

TEMPORARY EASEMENT

THIS TEMPORARY EASEMENT (this "Agreement"), is made as of this 17th day of November, 2021, by and between Morrow County Commissioners, (whether one or more, the "Grantor"), with an address of 80 North Walnut Street, Mt. Gilead, OH 43338, and COLUMBIA GAS TRANSMISSION, a Limited Liability Company, with an address of 1700 MacCorkle Ave SE, Charleston, WV 25314 (the "Grantee"). Grantor and Grantee are hereinafter sometimes referred to individually as a "Party" and collectively as the "Parties."

WHEREAS, Grantor is the present owner of certain real property being described in that certain deed, dated April 6, 2000, from Charles Parsons Estate to Morrow Co Commissioners, recorded in the County Clerk's Office for Morrow County, Ohio, in Deed Book 359, Page 65, with property tax parcel identification number G20-523-C0-002-00, and certain deed, dated April 6, 2000, from Morrow Co Commissioners to Morrow Co Commissioners, recorded in the County Clerk's Office for Morrow County Ohio, Deed Book 359, Page 65 with the property tax parcel identification number G20-523-C0-003-00, being more particularly described in Exhibit B attached hereto and incorporated herein (the "Property"); and

WHEREAS, Grantee desires the right to use that certain Temporary Easement Area (as defined below) in connection with the construction of Grantee's Line D (the "Project") on, over, under, across and/or through Grantor's Property, in the area more particularly described in Exhibit A attached hereto and incorporated herein.

NOW THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in further consideration of the mutual covenants and promises contained herein, the Parties hereto, intending to be legally bound, hereby promise and agree as follows:

1. Grant of Temporary Easement. Grantor, for itself, its heirs, executors, administrators, successors and assigns, hereby grants, sells and conveys to Grantee, for itself, its employees, agents, contractors, subcontractors, successors and assigns the exclusive right, liberty, privilege and easement to use that portion of Grantor's Property described and/or depicted in Exhibit A as "Temporary Easement Area") for all purposes associated with the original construction of the Project, including, without limitation, preparation for, construction of, and Grantee's reclamation, mitigation and restoration activities related to, the Project. Grantor hereby agrees that Grantee's rights hereunder include, without limitation, the right to move, park and store vehicles, materials, supplies, equipment, and construction spoil within the Temporary Easement Area. Grantee shall also have all rights and privileges necessary or convenient for the full use of the rights herein granted, including, without limitation reasonably necessary rights of access, ingress and egress to the Temporary Easement Area over and across the Grantor's Property and any adjoining land owned by Grantor, and Grantor hereby agrees that Grantee's rights hereunder include, without limitation, the right to open, construct, improve, repair, maintain and use new and/or existing road for ingress and egress.

**A complete copy of this agreement will be on file with the Morrow County Commissioner's office

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

WITNESS:

s/Cheryl Heacock

Mr. Siegfried duly seconded this motion.

GRANTOR:

s/Tom E. Whiston

Morrow County Commissioners Chairman

Roll Call Vote: ..,Mr. Abraham..., "yea" ..,Mr. Siegfried..., "yea" .., Mr. Whiston.., "yea"

**IN THE MATTER OF
APPROVAL TO RECESS SESSION: 21-R-813**

Mr. Whiston made a motion to recess session at 9:28 a.m.

Mr. Siegfried duly seconded this motion.

Roll Call Vote: ...,Mr. Abraham..., "yea" ...,Mr. Siegfried..., "yea" .., Mr. Whiston.., "yea"

**IN THE MATTER OF
APPROVAL TO RETURN TO REGULAR SESSION: 21-R-814**

Mr. Whiston made a motion to return to regular session at 2:59 p.m.

Mr. Siegfried duly seconded this motion.

Roll Call Vote: ...,Mr. Abraham..., "yea" ...,Mr. Siegfried..., "yea" .., Mr. Whiston..., "yea"

**IN THE MATTER OF
TRANSFER OF FUNDS (CASH) FOR DEBT PAYMENTS COURTHOUSE AND
COMMUNITY SERVICE BLDG: 21-T-127**

Mr. Siegfried made a motion to approve the following transfer of funds (cash) for principal debt payment due December 1, 2021:

From 1000-0120-590910 General Fund Transfer out (debt) to 3178-1090-490931 Consolidated Debt Transfer In in the amount of \$32,377.42

From 2072-0172-590910 Comm Svc Transfer out (debt) to 3178-1090-490931 Consolidated Debt Transfer In in the amount of \$7,875.00

Mr. Abraham duly seconded this motion.

Roll Call Vote: ..,Mr. Abraham..., "yea" ..,Mr. Siegfried..., "yea" .., Mr. Whiston..., "yea"

There being no further matters to bring before the board, a motion to adjourn was made by Mr. Abraham and duly seconded by Mr. Siegfried.

Roll Call Vote: ...,Mr. Abraham..., "yea" ...,Mr. Siegfried..., "yea" .., Mr. Whiston..., "yea"

We hereby certify the foregoing to be true and correct.

CHAIRMAN

CLERK

ASSISTANT CLERK

MORROW COUNTY COMMISSIONERS