

REGULAR SESSION SEPTEMBER 6, 2023

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 and Mr. Mason

Absent: Mr. Siegfried

County Staff: Jamie Brucker, Director of Operations, Collin Sanders, Board of DD

Public in attendance: Brian Riedmaier, National Lime & Stone

The meeting was opened with prayer and pledge of allegiance to the flag, and then called to order by Mr. Abraham 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 AUGUST 30, 2023: 23-R-680**

Mr. Mason made a motion to approve the minutes of regular session of August 30, 2023, as recorded in the Commissioners Journal # 50.

Mr. Abraham duly seconded this motion.

Roll Call Vote: ..,Mr. Siegfried..., "absent" ..,Mr. Mason..., "yea" .., Mr. Abraham.., "yea"

**IN THE MATTER OF
APPROVAL OF BILLS FOR PAYMENT: 23-R-681**

Mr. Abraham made a motion to approve payment of bills numbered 1 through 133 submitted by the Morrow County Auditor's office.

Mr. Mason duly seconded this motion.

Roll Call Vote: ..,Mr. Siegfried..., "absent" ..,Mr. Mason..., "yea" .., Mr. Abraham.., "yea"

**IN THE MATTER OF
PAY-INS: 23-R-682**

The following pay-ins were made to Conni McChesney, Morrow County Auditor:

Receipt Batch #3722 Payments received from Chesterville customers for sewer fund 5159 \$185.00
Payments received from Johnsville customers for sewer fund 5100 \$60.00
Payments received from Ketterman customers for sewer fund 5121 \$173.20

Receipt #232424 Payment from the State of Ohio for Demolition and Site Revitalization Grant payment 2043-1050-450521 \$3,511.14

Receipt Batch #3726 Payments received from Chesterville customers for sewer fund 5159 \$360.00
Payments received from Johnsville customers for sewer fund 5100 \$547.60
Payments received from Ketterman customers for sewer fund 5121 \$61.60
Payments received from Somoco customers for sewer fund 5110 \$327.57

Receipt # 232433 Payment from JFS for September rent payment 2072-1070-470802 \$22,643.42

Receipt Batch #3731 Payments received from Chesterville customers for sewer fund 5159 \$210.00
Payments received from Johnsville customers for sewer fund 5100 \$296.30
Payments received from Somoco customers for sewer fund 5110 \$54.76

**IN THE MATTER OF
APPROPRIATION OF UNAPPROPRIATED CERTIFIED MONIES- JFS FUND 2141
CHILDREN SERVICES: 23-A-120**

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

2141-1181-530335 Children Services Fund-Program Services \$47,957.01

Mr. Abraham duly seconded this motion.

Roll Call Vote: ..,Mr. Siegfried..., "absent" ..,Mr. Mason..., "yea" .., Mr. Abraham.., "yea"

**IN THE MATTER OF
 APPROPRIATION OF UNAPPROPRIATED CERTIFIED MONIES- COMMON PLEAS
 FUND 2631 PROBATE DIVISION: 23-A-121**

At the request of Darlene Morehart, Fiscal Coordinator, a motion was made by Mr. Abraham to appropriate from the unappropriated certified monies to the following account:

2631-6500-510120	Employee Wages	\$19,925.45
2631-6500-510211	OPERS Employers Share	\$2,786.00
2631-6500-510213	Medicare Employer Share	\$288.55

Mr. Mason duly seconded this motion.

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

**IN THE MATTER OF
 APPROPRIATION OF UNAPPROPRIATED CERTIFIED MONIES- FUND 2043: 23-A-122**

Mr. Mason made a motion to appropriate from the unappropriated certified monies to the following account for Engineering services from Burgess & Niple:

2043-0043-530310	Professional Services	\$113,657.00
------------------	-----------------------	--------------

Mr. Abraham duly seconded this motion.

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

**IN THE MATTER OF
 APPROPRIATION OF UNAPPROPRIATED CERTIFIED MONIES- GENERAL FUND –
 BOARD OF ELECTIONS: 23-A-123**

A motion was made by Mr. Mason to appropriate from the unappropriated certified monies to the following account for equipment purchased from Hoffman Office Center for the Board of Elections area:

1000-0101-550740	Equipment/Computer/Furniture	\$3,641.57
------------------	------------------------------	------------

Mr. Abraham duly seconded this motion.

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

**IN THE MATTER OF
 APPROPRIATION OF UNAPPROPRIATED CERTIFIED MONIES – FUND 4123 LOCAL
 ASSIST & TRIBAL CONSISTENCY: 23-A-124**

Mr. Abraham made a motion to appropriate from the unappropriated certified monies to the following account for carpet in the South courtroom and office in the Courthouse:

4123-0118-550730	Improvement of Sites	\$25,881.24
------------------	----------------------	-------------

Mr. Mason duly seconded this motion.

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

**IN THE MATTER OF
 APPROPRIATION OF UNAPPROPRIATED CERTIFIED MONIES – GENERAL FUND
 COMMISSIONERS: 23-A-125**

Mr. Abraham made a motion to appropriate from the unappropriated certified monies to the following account for repairs to the Tahoe:

1000-0101-530325	Vehicle Maint & Repair	\$612.48
------------------	------------------------	----------

Mr. Mason duly seconded this motion.

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

**IN THE MATTER OF
 APPROPRIATION OF UNAPPROPRIATED CERTIFIED MONIES – AUDITOR FUND 2706
 REA: 23-A-126**

At the request of Connie McChesney, Morrow County Auditor, a motion was made by Mr. Abraham to appropriate from the unappropriated certified monies to the following account for informal hearing post cards:

2706-7006-530342	Postage	\$10,000.00
------------------	---------	-------------

Mr. Mason duly seconded this motion.

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

**IN THE MATTER OF
APPROPRIATION OF UNAPPROPRIATED CERTIFIED MONIES – SOCIAL SERVICES
FUND 2072: 23-A-127**

Mr. Mason made a motion to appropriate from the unappropriated certified monies to the following account to cover electricity bills at the Community Service Building:

2072-0172-530350	Utilities	\$10,000.00
------------------	-----------	-------------

Mr. Abraham duly seconded this motion.

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

**IN THE MATTER OF
TRANSFER OF FUNDS – BOARD OF DD FUND 2010: 23-T-108**

At the request of Collin Sanders, Board of DD, a motion was made by Mr. Abraham to approve the following transfer of funds:

****Reason – For the payments of Early Intervention Therapy Services**

From 2010-0500-530400 Grant Match to 2010-0500-530318 Health/Wellness Services in the amount of \$60,000

From 2010-0500-530400 Grant Match to 2010-0500-510120 Employee Wages in the amount of 155,000

From 2010-0500-530400 Grant Match to 2010-0500-510211 OPERS Employers Share in the amount of \$30,000

From 2010-0500-530400 Grant Match to 2010-0500-510213 Medicare in the amount of \$6,000

From 2010-0500-530400 Grant Match to 2010-0500-510222 Life Insurance in the amount of \$200

From 2010-0500-530400 Grant Match to 2010-0500-510241 OPERS Employer Reimb in the amount of \$16,000

From 2010-0500-530400 Grant Match to 2010-0500-510230 Workers Comp in the amount of \$990

Mr. Mason duly seconded this motion.

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

**IN THE MATTER OF
TRANSFER OF FUNDS – GENERAL FUND, BOARD OF ELECTIONS: 23-T-109**

At the request of April Baker, Deputy Director, a motion was made by Mr. Mason to approve the following transfer of funds:

****Reason – to pay Penny, April and Karen for extra hours worked for the August Special Election**

From 1000-0115-530319 IT Professional Services August Special Grant to 1000-0115-510120 Employee Wages in the amount of \$3,000.00

From 1000-0115-530319 IT Professional Services August Special Grant to 1000-0115-510211 OPERS in the amount of \$1,000.00

From 1000-0115-530319 IT Professional Services August Special Grant to 1000-0115-510213 Medicare in the amount of \$300.00

Mr. Abraham duly seconded this motion.

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

**IN THE MATTER OF
TRANSFER OF FUNDS (CASH) – GENERAL FUND TO INMATE MEDICAL: 23-T-110**

At the request of Missy Caldwell, Office Administrator, a motion was made by Mr. Abraham to approve the following transfer of funds (cash):

**Reason – to move to inmate medical to pay invoices

From 1000-9119-590910 Jail Transfer Out to 2924-1090-490931 Inmate Medical transfer in the amount of \$5,000.00

Mr. Mason duly seconded this motion.

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

**IN THE MATTER OF
APPROVAL OF PAY APPLICATION #4, BCU ELECTRIC INC., GENERATOR PROJECT:
23-R-683**

Mr. Mason made a motion to approve Pay Application #4, BCU Electric Inc.

APPLICATION AND CERTIFICATION FOR PAYMENT

APPLICATION #3

To (Owner): Morrow Co Commissioners Project: Morrow Co Generator Projects

Period to: 8/31/2023

From (Contractor): BCU Electric Inc.
1019 US Highway 250 N
Ashland, OH 44805

Original Contract Sum:	\$332,734.00
Change orders	\$ 8,212.60
Contract Sum to date	\$340,946.60
Total completed and Stored to Date	\$161,112.30
Total retainage	\$ 12,888.98
Total Earned less retainage	\$148,223.32
Less previous certificates for payment	\$125,373.28
Current payment due	\$ 22,850.04

s/Contractor – Ben Uselton/President 8/28/2023

s/Engineer – Al Berger 8/31/2023

Mr. Abraham duly seconded this motion.

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

**IN THE MATTER OF
APPROVAL OF LEASE AGREEMENT RENEWAL BETWEEN THE MORROW COUNTY
BOARD OF COUNTY COMMISSIONERS AND DELAWARE PUBLIC HEALTH DISTRICT
FOR THE WIC SPACE AT 619 W. MARION STREET, SUITE B, MOUNT GILEAD, OHIO:
23-R-684**

Mr. Abraham made a motion to approve the following Lease Agreement (renewal) between the Morrow County Board of County Commissioners and Delaware Public Health District for the WIC space at 619 W. Marion Street, Suite B, Mount Gilead, Ohio:

LEASE AGREEMENT

THIS LEASE AGREEMENT (“Lease”), dated September 8, 2022, is made and entered into by and between the **Morrow County Board of County Commissioners, Mt. Gilead, Ohio**, hereinafter referred to as "Lessor" and the **Delaware Public Health District, Delaware County, Ohio**, hereinafter referred to as "Lessee" (individually, “Party”; collectively, “Parties”):

W I T N E S S E T H:

-
1. **LEASED PREMISES:** In consideration of the terms, provisions and covenants of this Lease, Lessor hereby leases, lets, and demises to Lessee certain real property located at 619 West Marion Road; Suite B Mt. Gilead, Ohio 43338-1489 (referred to as the "Morrow County Health Department" or "Leased Premises").
 2. **TERM:** Subject to and upon the conditions set forth below, the term of this Lease shall commence as of October 1, 2023, the "Commencement Date", and shall terminate on September 30, 2024, the "Termination Date" (collectively referred to as the "Term" or "Lease Term"). The Lease Term shall be renewable for subsequent terms of one (1) year through separate written agreement(s) mutually agreed to by Lessor and Lessee. In order to allow for Federal Grant provisions, Lessee is granted the right of 30 days in-and-out notices. Should grant funding change or be canceled, Lessee may notify Lessor and terminate lease within 30 days.
 3. **RENT:** On or before **the first (1st) of every month** during the Lease Term, Lessee shall pay to Lessor as rent for the Leased Premises the monthly sum of Six Hundred and Fifty Dollars (\$650.00). This amount will cover the space utilized only by the Lessee WIC department staffs, (1 "clinic" room, 1 office with direct access to the health department waiting room, 1 desk area in the current nursing office, the space shared with the Morrow County Health Department (waiting room, break room), and all other common areas within and outside of the building as necessary to use for the delivery of client services and/or staff responsibilities.
 4. **EQUIPMENT / SPACE TO BE PROVIDED BY LESSOR:** Lessor agrees to provide Lessee with access to the building to supply (Lessee owned and managed) suitable data ports within the health department to accommodate up to four (4) PC computers and Internet access.
 5. **IT SERVICES:** Lessee shall be responsible for providing Information Technology ("IT") services and support for the WIC Staff.
 6. **OFFICE EQUIPMENT AND SUPPLIES:** Lessee shall furnish its own office equipment, including but not limited to workstation dividers, computers, printers, copiers and copier equipment, chairs, and office supplies.
 7. **JANITORIAL SERVICES; TRASH; RESTROOMS:** Lessor shall furnish its own janitorial services and Lessee shall be permitted to share a dumpster for proper and lawful trash disposal with Lessor. Lessee shall have access to restrooms available in the Morrow County Health Department. Lessee shall share access to such restrooms in the Facility with the Morrow County Health Department.
 8. **PARKING; SNOW REMOVAL; VENDING; BUILDING ACCESS:** Lessee, Lessee's employees, and Lessee's visitors shall be permitted to park personal vehicles in the Community Service Building Parking Lot of the Facility. Parking lot and sidewalk snow removal for the Facility will normally occur between 6:00 a.m. and 8:00 a.m. on weekdays. If the Lessee requires snow removal outside of these hours, Lessee is permitted to independently perform snow removal on Lessor's property to allow for ingress, egress, and parking for the WIC Clinic. Lessee shall be provided with keys for the Facility. Lessee shall be provided access to vending machines and bathrooms located in Lobby B of the Facility.
 9. **SIGNS:** Lessee may, at its cost, place or install interior/exterior signage directing individuals to the WIC Office with prior approval by Lessor.
 10. **USE:** Lessee warrants and represents to Lessor that Lessee shall use and occupy the Morrow County Health Department exclusively for the provision of WIC Services in accordance with Federal WIC guidelines and in accordance with the laws of the State of Ohio.

11. **RENOVATIONS:** Lessee shall be responsible for securing estimates and/or bids, executing contracts, and coordinating work for any renovations of the Morrow County Health Department based on Lessee's needs with prior approval by Lessor.

12. **UTILITIES AND ASSESSMENTS:** Lessor shall pay for all utilities for the Morrow County Health Department during Lessee's days of occupancy during the Lease Term as set forth in Section 2 of this Lease, including, but not limited to, electric, gas, water, and sewer. Lessee shall pay for IT services and landline telephone service.

13. **REPAIRS AND MAINTENANCE:**

(a) Lessee shall operate and shall maintain, repair, and replace as appropriate to maintain in good repair all portions of the Leased Premises in coordination with Lessor.

(b) Lessee shall not allow any damage to be committed on any portion of the Morrow County Health Department. At the termination of this Lease, by lapse of time or otherwise, Lessee shall deliver the Leased Premises to Lessor in as good condition as existed at the Commencement Date of this Lease, ordinary wear and tear excepted.

14. **COMPLIANCE WITH LAWS, RULES, AND REGULATIONS:** Lessee, at Lessee's expense, shall comply with all laws, ordinances, orders, rules, and regulations of state, federal, municipal, or other agencies or bodies having jurisdiction relating to the use, condition, and occupancy of the Leased Premises.

15. **LESSEE ALTERATIONS AND IMPROVEMENTS:** Lessee may make, at Lessee's cost, any non-structural alterations, physical additions, or improvements to the Leased Premises that Lessee deems appropriate. Lessee shall consult with Lessor regarding any proposed structural alteration to the Facility. Lessee may make a major structural alteration only with the written consent of Lessor, which shall not be withheld unreasonably. Lessee shall be responsible for all costs of any such major structural alteration to the Facility. Any alterations, physical additions, or improvements to the Leased Premises shall at once become the property of Lessor and shall be surrendered to Lessor upon the termination of this Lease, to the extent that the alterations, physical additions, or improvements cannot be removed without causing damage to the Leased Premises. Lessor, at its option, may require Lessee to remove any physical additions and/or repair any alterations in order to restore the Leased Premises to the condition existing at the time Lessee took possession, all costs of removal and/or alterations to be borne by Lessee.

16. **INSURANCE:** Lessor shall maintain property and casualty insurance coverage on the Leased Premises. Lessee shall maintain insurance on its contents, as well as general liability insurance, listing the Lessor as additional insured with respect to Lessee's use of the Leased Premises.

17. **QUIET ENJOYMENT:** Lessor warrants that it has full right to execute and to perform this Lease and to grant the estate demised and that Lessee, performing the terms, conditions, covenants and agreements contained in this Lease, shall peaceably and quietly have, hold and enjoy the Leased Premises during the full term of this Lease as well as any extension or renewal thereof. Lessor shall not be responsible for the acts or omissions of any third party that may interfere with Lessee's use and enjoyment of the Leased Premises.

18. **LESSOR'S RIGHT OF ENTRY:** Lessor shall be provided access to the WIC Department upon twenty-four (24) hours' advance written notice to Lessee. Further, Lessor agrees not to enter the Leased Premises without an agent and/or employee of Lessee present. Upon the request to enter being made by Lessor, Lessee shall forthwith arrange for an agent and/or employee of Lessee to accompany Lessor to enter the Leased Premises.

19. **SUBLEASE AND ASSIGNABILITY:** Lessee shall not sublease nor assign the Leased Premises or any portion thereof during the term of this Lease.

20. **DEFAULT BY LESSEE:** The following shall be deemed to be events of default by Lessee under this Lease:

(a) Lessee shall fail to pay when due any payment required pursuant to this Lease, and the failure is not cured within thirty (30) days after written notice to Lessee;

(b) Lessee shall fail to comply with any term, provision or covenant of this Lease, other than the payment of money, and the failure is not cured or Lessee has not begun taking action to cure within forty-five (45) days after written notice to Lessee;

(c) Lessee shall file a petition or be adjudged bankrupt or insolvent under the National Bankruptcy Act, as amended, or any similar law or statute of the United States or any state; or a receiver or trustee shall be appointed for all or substantially all of the assets of Lessee; or Lessee shall make a transfer in fraud of creditors or shall make an assignment for the benefit of creditors; or

(d) Lessee shall do or permit to be done any act that results in a lien being filed against the Leased Premises, which lien is not removed or bonded within one hundred twenty (120) days after Lessee has actual notice of the lien.

21. **REMEDIES FOR LESSEE'S DEFAULT:** Upon the occurrence of any event of default set forth in this Lease, Lessor shall have the option to pursue any one or more of the following remedies without any notice:

(a) Terminate this Lease, in which event Lessee shall immediately surrender the Leased Premises to Lessor, and if Lessee fails to surrender the Leased Premises, Lessor may, without prejudice to any other remedy which it may have for possession, enter upon and take possession of the Leased Premises, by picking or changing locks if necessary, and lock out, expel, or remove Lessee and any other person who may be occupying all or any part of the Leased Premises without being liable for prosecution of any claim for damages. Lessee agrees to pay on demand the amount of all loss and damage, including attorney fees, which Lessor may suffer by reason of the termination of the Lease under this subparagraph, whether through inability to re-let the Leased Premises on satisfactory terms or otherwise.

(b) Enter upon and take possession of the Leased Premises, by picking or changing locks if necessary, and lock out, expel or remove Lessee and any other person who may be occupying all or any part of the Leased Premises without being liable for any claim for damages, and re-let the Leased Premises on behalf of Lessee and receive directly the rent by reason of the re-letting. Lessee agrees to pay Lessor on demand any deficiency that may arise because of any re-letting of the Leased Premises; further, Lessee agrees to reimburse Lessor for any expenditure made by it for maintaining the building in a usable manner, including remodeling or repairing in order to re-let the Leased Premises.

(c) Enter upon the Leased Premises, by picking or changing locks if necessary, without being liable for prosecution of any claim for damages, and do whatever Lessee is obligated to do under the terms of this Lease. Lessee agrees to reimburse Lessor on demand for any expenses which Lessor may incur in effecting compliance with Lessee's obligations under this Lease; further, Lessee agrees that Lessor shall not be liable for any damages resulting to Lessee from effecting compliance with Lessee's obligations under this subparagraph caused by the negligence of Lessor or otherwise.

(d) Terminate this Lease as an expiration of this Lease.

22. **WAIVER OF DEFAULT OR REMEDY:** Failure of Lessor to declare an event of default immediately upon its occurrence, or delay in taking any action in connection with an event of default, shall not constitute a waiver of the default, but Lessor shall have the right to declare the default at any time and take such action as is lawful or authorized under this Lease. Pursuit of any one or more of the remedies set forth in paragraph 23 above shall not preclude pursuit of any one or more of the other remedies provided elsewhere in this Lease or provided by law, nor shall pursuit of any remedy provided constitute forfeiture or waiver of any rent or damages accruing to Lessor by reason of the violation of any of the terms, provisions or covenants of this Lease. Failure by Lessor to enforce one or more of the remedies provided upon an event of default shall not be deemed or construed to constitute a waiver of the default or of any other violation or breach of any of the terms, provisions, and covenants contained in this Lease.

23. **FORCE MAJEURE:** The Parties shall be temporarily excused from performance and shall not be entitled to impose any penalty as a result of any delay in performance caused by reason of war, insurrection, strike, automobile fuel shortage, weather, explosion, act of God, order of Court or other public authority, interruption of payments due under this Lease, or any other cause beyond the reasonable control of the Parties. Such excusal from performance shall continue until such *force majeure* ceases to exist or the Lease is terminated as provided herein.

24. **EARLY TERMINATION:** Either Party, on ninety (90) days' written notice to the other Party, may terminate this Lease.

25. **SEVERABILITY:** The provisions of this Lease 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.

26. **NOTICE:** All payments required to be made by Lessee shall be payable to Lessor at the address set forth below, and any notice or document required or permitted to be delivered by this Lease shall be deemed to be delivered (whether or not actually received) when deposited in the United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the Parties at the respective addresses set out below:

LESSOR:

Board of County Commissioners
Morrow County, Ohio
80 N. Walnut Street, Ste A
Mount Gilead, OH 43338

LESSEE:

Delaware Public Health District
Delaware County, Ohio
470 S. Sandusky Street
Delaware, OH 43015

27. **GOVERNING LAW:** This Lease shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Contract shall be filed in and heard before the courts of Morrow County, Ohio.

28. **ENTIRE AGREEMENT AND LIMITATION OF WARRANTIES:** IT IS EXPRESSLY AGREED BY LESSOR AND LESSEE, AS A MATERIAL CONSIDERATION FOR THE EXECUTION OF THIS LEASE, THAT THIS LEASE, WITH THE SPECIFIC REFERENCES TO WRITTEN EXTRINSIC DOCUMENTS, IS THE ENTIRE AGREEMENT OF THE PARTIES; THAT THERE ARE, AND WERE, NO VERBAL REPRESENTATIONS, WARRANTIES, UNDERSTANDINGS, STIPULATIONS, AGREEMENTS OR PROMISES PERTAINING TO THIS LEASE OR THE EXPRESSLY MENTIONED WRITTEN EXTRINSIC DOCUMENTS NOT INCORPORATED IN WRITING IN THIS LEASE. LESSOR AND LESSEE EXPRESSLY AGREE THAT THERE ARE AND SHALL BE NO IMPLIED WARRANTIES OF MERCHANTABILITY, HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OF ANY OTHER KIND ARISING OUT OF THIS LEASE

AND THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THOSE EXPRESSLY SET FORTH IN THIS LEASE. IT IS LIKEWISE AGREED THAT THIS LEASE MAY NOT BE ALTERED, WAIVED, AMENDED, OR EXTENDED EXCEPT BY AN INSTRUMENT IN WRITING SIGNED BY BOTH LESSOR AND LESSEE.

IN WITNESS WHEREOF, the Parties hereto have executed this Lease as of the date first written above.

LESSOR:

LESSEE:

Board of County Commissioners
Morrow County, Ohio

Delaware Public Health District
Delaware County, Ohio

s/Jon Mason, Commissioner
Commissioner

s/Garrett Guillozet, MPA, REHS/RS, Health

s/Tim D. Abraham, Commissioner

s/Timothy R. Siegfried, Commissioner

Mr. Mason duly seconded this motion.

Roll Call Vote: ..,Mr. Siegfried..., "absent" ..,Mr. Mason..., "yea" .., Mr. Abraham..., "yea"

**IN THE MATTER OF
APPROVAL OF QUOTES FOR REMOVAL AND BUILDING OF NEW WALL IN BOARD
OF ELECTIONS/HEALTH DEPARTMENT AREA AT THE COMMUNITY SERVICE
BUILDING: 23-R-685**

Mr. Mason made a motion to approve the following quotes for the removal of a wall and building of a new wall at the Community Service Building, Board of Elections/Health Department area:

Adkins Construction (remove wall)	\$3,100.00
Adkins Construction (build new wall)	\$4,200.00

Mr. Abraham duly seconded this motion.

Roll Call Vote: ..,Mr. Siegfried..., "absent" ..,Mr. Mason..., "yea" .., Mr. Abraham..., "yea"

**IN THE MATTER OF
APPROPRIATION OF UNAPPROPRIATED CERTIFIED MONIES – CAPITAL
IMPROVEMENT FUND 4111, COMMUNITY SERVICE BUILDING: 23-A-128**

Mr. Mason made a motion to appropriate from the unappropriated certified monies to the following account for the wall construction at the Community Service Building:

4111-0172-550730	Improvement of Sites	\$7,300.00
------------------	----------------------	------------

Mr. Abraham duly seconded this motion.

Roll Call Vote: ..,Mr. Siegfried..., "absent" ..,Mr. Mason..., "yea" .., Mr. Abraham..., "yea"

**IN THE MATTER OF
APPROVAL OF QUOTE FOR NEW AC UNIT FOR THE SOUTH COURTROOM AT THE
MORROW COUNTY COURTHOUSE: 23-R-686**

Mr. Abraham made a motion to approve the following quote for a new AC unit for the South courtroom at the Morrow County Courthouse:

Alum Creek Heating & Cooling, LLC	\$15,587.62
-----------------------------------	-------------

We are quoting the installation of A 5 Ton 115,000 BTU Tempstar Package unit for the south court room. The unit has the exact footprint and is a drop in replacement for the existing system and will wire back to the existing controller. The unit will be set with a crane. This quote includes all labor, material and taxes to complete job.

Mr. Mason duly seconded this motion.

Roll Call Vote: ..,Mr. Siegfried..., "absent" ..,Mr. Mason..., "yea" .., Mr. Abraham..., "yea"

**IN THE MATTER OF
APPROPRIATION OF UNAPPROPRIATED CERTIFIED MONIES – CAPITAL
IMPROVEMENTS FUND 4111, COURTHOUSE: 23-A-129**

Mr. Abraham made a motion to appropriate from the unappropriated certified monies to the following account for new ac unit at the courthouse:

4111-0118-550730	Improvement of Sites	\$15,587.62
------------------	----------------------	-------------

Mr. Mason duly seconded this motion.

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

**IN THE MATTER OF
APPROVAL TO RECESS SESSION: 23-R-687**

Mr. Abraham made a motion to recess session at 9:17 a.m.

Mr. Mason duly seconded this motion.

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

**IN THE MATTER OF
APPROVAL TO RETURN TO REGULAR SESSION: 23-R-688**

Mr. Abraham made a motion to return to regular session at 9:30 a.m.

Mr. Mason duly seconded this motion.

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

9:30 Salt Brine Hearing

**IN THE MATTER OF
SALT BRINE HEARING – NATIONAL LIME & STONE COMPANY: 23-R-689**

WHEREAS, this day, September 6, 2023 at 9:30 a.m., a public hearing was held in the office of the Morrow County Commissioners for the purpose of hearing discussion regarding an application to apply salt brine to property owned by The National Lime & Stone Company, Chesterville Facility, 7250 State Route 95E, Chesterville, Ohio 43317;

WHEREAS, in addition to this resolution, National is requesting a Chief’s Order from Ohio Department of Natural Resources, Division of Oil & Gas Resources Management, in accordance with Ohio Revised Code, Section 1509.22(C)(1)(d), to apply brine to aggregate stockpiles.

WHEREAS, the following individuals were present to offer public comment: Brian Riedmaier was in attendance from National Lime and Stone but no public comment

THEREFORE, Mr. Abraham made a motion to approve the application from The National Lime & Stone Company as submitted and to forward to the Ohio Department of Natural Resources as required.

Mr. Mason duly seconded this motion.

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

**IN THE MATTER OF
APPROVAL TO RECESS SESSION: 23-R-690**

Mr. Abraham made a motion to recess session at 9:32 a.m.

Mr. Mason duly seconded this motion.

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

**IN THE MATTER OF
APPROVAL TO RETURN TO REGULAR SESSION: 23-R-691**

Mr. Abraham made a motion to return to regular session at 2:38 p.m.

Mr. Mason duly seconded this motion.

Roll Call Vote: ..,Mr. Siegfried..., "absent" ..,Mr. Mason..., "yea" .., Mr. Abraham.., "yea"

**IN THE MATTER OF
APPROPRIATION OF UNAPPROPRIATED CERTIFIED MONIES – GENERAL
FUND: 23-A-130**

Mr. Abraham made a motion to appropriate from the unappropriated certified monies to the following account to pay Soil/Water for an auction item that was sold at Commissioner’s auction and paid into the General Fund:

1000-0101-590942	In/Out Expenses	\$160.00
------------------	-----------------	----------

Mr. Mason duly seconded this motion.

Roll Call Vote: ..,Mr. Siegfried..., "absent" ..,Mr. Mason..., "yea" .., Mr. Abraham.., "yea"

**IN THE MATTER OF
TRANSFER OF FUNDS – COMMON PLEAS FUND 2628 PROBATION SERVICES: 23-T-111**

At the request of Darlene Morehart, Fiscal Coordinator, a motion was made by Mr. Abraham to appropriate from the unappropriated certified monies to the following account for the purchase of new desks and panels to replace the old worn-out furniture

From 2628-6100-540400 Supplies & Materials to 2628-6100-550740 Equipment/Computers/Furniture in the amount of \$16,600.00

Mr. Mason duly seconded this motion.

Roll Call Vote: ..,Mr. Siegfried..., "absent" ..,Mr. Mason..., "yea" .., Mr. Abraham.., "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. Mason.

Roll Call Vote: ..,Mr. Siegfried..., "absent" ..,Mr. Mason..., "yea" .., Mr. Abraham.., "yea"

We hereby certify the foregoing to be true and correct.

CHAIRMAN

CLERK

ASSISTANT CLERK

MORROW COUNTY COMMISSIONERS