

**REGULAR SESSION SEPTEMBER 21, 2020**

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. Davis, Mr. Whiston and Mr. Castle.

Public in attendance: Lea Maceyko, Vanessa Gingerich, Connie Sharrock, Rita Wood, Lisa Brake, Ned Goff, Tolly Bochbrader, Dianna Haycook, Carolyn Beal, Tim Siegfried, Susan Peyton, N. Barry, Troy Ruehrmund, Brad Wood, Jeanine Girard and Alberta Stojkovic (Sentinel) (this was the list of people that signed in, there were more in attendance).

The meeting was opened with prayer and pledge of allegiance to the flag, and then called to order by Mr. Castle, 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 SEPTEMBER 16, 2020: 20-R-715**

Mr. Whiston made a motion to approve the minutes of regular session of September 16, 2020, as recorded in the Commissioners Journal # 48.

Mr. Castle duly seconded this motion

Roll Call Vote: ...,Mr. Whiston..., “yea” ...,Mr. Davis..., “yea” .., Mr. Castle.., “yea”

**IN THE MATTER OF  
APPROVAL OF BILLS FOR PAYMENT: 20-R-716**

Mr. Davis made a motion to approve payment of bills numbered 1 through 56 submitted by the Morrow County Auditor’s office.

Mr. Whiston duly seconded this motion

Roll Call Vote: ...,Mr. Whiston..., “yea” ...,Mr. Davis..., “yea” .., Mr. Castle.., “yea”

**IN THE MATTER OF  
PAY-INS: 20-R-717**

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

- Pay-in# 202712 Payment received from Johnsville customers for sewer fund 5100 \$236.00
- Pay-in# 202713 Payment received from Chesterville customers for sewer fund 5159 \$240.00
- Pay-in# 202714 Payment received from Somoco customers for sewer fund 5110 \$222.99
- Pay-in# 202715 Payment received from Morrow County Farm Bureau for Floral Hall Donation 2030-1080-480899 \$56.52
- Pay-in# 202721 Payment received from Businessolver for August 2020 COBRA payment 7222-7777-740100 \$1,389.44
- Pay-in #202728 Payment received from Ketterman customers for sewer fund 5121 \$474.40
- Pay-in #202729 Payment received from Johnsville customers for sewer fund 5100 \$413.00
- Pay-in #202730 Payment received from Chesterville customers for sewer fund 5159 \$715.60
- Pay-in #202731 Payment received from Somoco customers for sewer fund 5110 \$168.26
- Pay-in #202732 Payment received from Metropolitan Housing for Sept 2020 CSB rent 2072-1070-470802 \$775.00
- Pay-in #202733 Payment received from MCAT for Aug and Sept 2020 service garage rent 3173-1070-470802 \$3,361.04
- Pay-in #202755 Payment received from Ketterman customers for sewer fund 5121 \$167.52
- Pay-in #202756 Payment received from Johnsville customers for sewer fund 5100 \$43.00
- Pay-in #202757 Payment received from Chesterville customers for sewer fund 5159 \$1,181.95
- Pay-in #202758 Payment received from Somoco customers for sewer fund 5110 \$2,340.02
- Pay-in #202759 Payment received from Inmate Calling Solutions for phone commissary – Sheriff 2901-1020-420204 \$2,204.90

Pay-in #202760 Payment received from Inmate Calling Solutions for phone commissary – Gen Fund 1000-1020-420204 \$389.10

**IN THE MATTER OF  
APPROPRIATION OF UNAPPROPRIATED CERTIFIED MONIES – MCAT  
FUND 2061: 20-A-110**

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

2061-0163-530342	MCAT Administration Postage	\$500.00
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Mr. Castle duly seconded this motion.

Roll Call Vote: ...,Mr. Whiston..., “yea” ...,Mr. Davis..., “yea” .., Mr. Castle., “yea”

**IN THE MATTER OF  
SUPPLEMENTAL APPROPRIATION – GENERAL FUND, SOIL/WATER: 20-A-111**

**WHEREAS**, an amended official certificate of estimated resources was received by the Morrow County Commissioners, from the Morrow County Budget Commission, in the amount of \$1,300.00.

**THEREFORE**, a motion was made by Mr. Whiston to approve the amended official certificate of estimated resources and appropriate from the amended certificate to the following account to pay CAUV review Jan –August 2020:

1000-0022-530397	Soil/Water	\$1,300.00
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Mr. Castle duly seconded this motion.

Roll Call Vote: ...,Mr. Whiston..., “yea” ...,Mr. Davis..., “yea” .., Mr. Castle., “yea”

**IN THE MATTER OF  
APPROVAL OF LEASE AGREEMENT RENEWAL BETWEEN THE MORROW COUNTY  
BOARD OF COUNTY COMMISSIONERS AND DELAWARE GENERAL HEALTH  
DISTRICT FOR THE WIC SPACE AT 619 W. MARION STREET, SUITE B, MOUNT  
GILEAD, OHIO: 20-R-718**

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

**LEASE AGREEMENT**

THIS LEASE AGREEMENT (“Lease”), dated September 2, 2020, 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 General 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, 2020, the "Commencement Date", and shall terminate on September 30, 2021, 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 (1<sup>st</sup>) 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:

<p>LESSOR: Board of County Commissioners Morrow County, Ohio 80 N. Walnut Street, Ste A Mount Gilead, OH 43338</p>	<p>LESSEE: Delaware General Health District Delaware County, Ohio 1 West Winter Street Delaware, OH 43015</p>
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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:  
Board of County Commissioners  
Morrow County, Ohio

LESSEE:  
Delaware General Health District  
Delaware County, Ohio

By: s/Tom E. Whiston  
Tom E. Whiston, Commissioner

By: s/Sheilia L. Hiddleston  
Shelia L. Hiddleston, RN, MS  
Health Commissioner

By: s/Burgess W. Castle  
Burgess W. Castle, Commissioner

By: s/Warren E. Davis  
Warren E. Davis, Commissioner

Approved as to Form: s/Eric Penkal, Delaware County Prosecuting Attorney

Auditor's Certification: s/George Kaitsa, Delaware County Auditor

Mr. Whiston duly seconded this motion.

Roll Call Vote: ...,Mr. Whiston..., "yea" ...,Mr. Davis..., "yea" .., Mr. Castle.., "yea"

**IN THE MATTER OF  
APPROVAL TO AMEND RESOLUTION# 20-R-698, APPROVAL TO ACCEPT NEW COBRA  
INSURANCE RATES FOR FISCAL YEAR 2021: 20-R-719**

**WHEREAS**, on September 14, 2020, the Morrow County Commissioners approved Resolution# 20-R-698, Approval to accept new COBRA Insurance rates for Fiscal Year 2021; and

**WHEREAS**, the dental and vision rates were not included in the totals for the HSA plan, the rates are amended as follows:

Single-HSA Plan Rates	Health, RX, Dental and Vision Insurance	\$778.41 plus \$15.57 = \$793.98
Employee/Spouse HSA	Health, RX, Dental and Vision insurance	\$1,701.75 plus \$34.04 = \$1,735.79
Employee/Child HSA	Health, RX, Dental and Vision Insurance	\$1,406.28 plus \$28.13 = \$1,434.41
Family/HSA	Health, RX, Dental and Vision Insurance	\$2,344.43 plus \$46.89 = \$2,391.32

**THEREFORE**, Mr. Whiston made a motion to amend Resolution# 20-R-698 to reflect the dental and vision amounts in the HSA COBRA plan rates.

Mr. Castle duly seconded this motion.

Roll Call Vote: ...,Mr. Whiston..., "yea" ...,Mr. Davis..., "yea" .., Mr. Castle.., "yea"

**IN THE MATTER OF  
APPROVAL OF PAY REQUEST# 1 FOR PROJECT MRW-CR23-6.71, CRAWFORD  
CONSTRUCTION COMPANY FOR THE MORROW COUNTY ENGINEER AND  
APPROVAL FOR CHAIRMAN TO SIGN: 20-R-720**

Mr. Whiston made a motion to approve Pay Request#1 for Project MRW-CR23-6.71, Crawford Construction Company as presented and approval for Chairman Burgess W. Castle to sign.

**PAY REQUEST**

Estimate No. 1  
 Date: 9/15/2020  
 Invoice# 202004

Project: MRW-CR23-6.71, PID 111024

Owner Address: Morrow County Commissioner's  
 80 North Walnut Street  
 Mount Gilead, OH 43338

Contractor Address: Crawford Construction Company  
 782 Charles Street, PO Box 148  
 Galion, OH 44833

Engineer Address: Morrow County Engineer  
 50 East High Street  
 Mount Gilead, OH 43338

Original Contract: \$217,940.00

Change Orders To Date: \$0.00

Total Contract Amount: \$217,940.00

Amount Completed To Date: \$208,478.75

TOTAL AMOUNT DUE THIS REQUEST: \$208,478.75

s/Contractor

s/Bart Dennison, Engineer

s/Burgess W. Castle, Commissioner

Mr. Davis duly seconded this motion.

Roll Call Vote: ...,Mr. Whiston..., "yea" ...,Mr. Davis..., "yea" .., Mr. Castle., "yea"

**IN THE MATTER OF  
 APPROVAL TO RECESS SESSION: 20-R-721**

Mr. Davis made a motion to recess session at 9:20 a.m.

Mr. Whiston duly seconded this motion.

Roll Call Vote: ...,Mr. Whiston..., "yea" ...,Mr. Davis..., "yea" .., Mr. Castle., "yea"

**IN THE MATTER OF  
 APPROVAL TO RETURN TO REGULAR SESSION: 20-R-722**

Mr. Castle made a motion to return to regular session at 10:50 a.m.

Mr. Davis duly seconded this motion.

Roll Call Vote: ...,Mr. Whiston..., "yea" ...,Mr. Davis..., "yea" .., Mr. Castle., "yea"

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

Roll Call Vote: ...,Mr. Whiston..., "yea" ...,Mr. Davis..., "yea" .., Mr. Castle., "yea"

We hereby certify the foregoing to be true and correct.

\_\_\_\_\_  
CHAIRMAN

\_\_\_\_\_

\_\_\_\_\_  
CLERK

\_\_\_\_\_

\_\_\_\_\_  
ASSISTANT CLERK

\_\_\_\_\_  
MORROW COUNTY COMMISSIONERS