
REGULAR SESSION SEPTEMBER 14, 2016

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. Leader, Mr. Whiston and Mr. Miller.

Public in attendance: Warren Davis and Shane Farnsworth (Development Office).

The meeting was opened with prayer and pledge of allegiance to the flag, and then called to order by Mr. Miller, 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 12, 2016: 16-R-578**

Mr. Leader made a motion to approve the minutes of regular session of September 12, 2016, as recorded in the Commissioners Journal # 46.

Mr. Whiston duly seconded this motion

Roll Call Vote: ..,Mr. Leader..., "yea" ..,Mr. Whiston..., "yea" .., Mr. Miller.., "yea"

**IN THE MATTER OF
APPROVAL OF BILLS FOR PAYMENT: 16-R-579**

Mr. Miller made a motion to approve payment of bills numbered 1 through 118 submitted by the Morrow County Auditor's office.

Mr. Whiston duly seconded this motion

Roll Call Vote: ..,Mr. Leader..., "yea" ..,Mr. Whiston..., "yea" .., Mr. Miller.., "yea"

**IN THE MATTER OF
PAY-INS: 16-R-580**

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

Pay-in # 4036 Payment from Morrow County Ag Society for insurance premium 222-222-08777 \$670.11

Pay-in # 4037 Payment from Ketterman residents for sewer maintenance and operations 121-121-40100 \$81.24

Pay-in # 4038 Ketterman – City of Galion portion 121-121-40300 \$253.80

Pay-in # 4039 Payment from Johnsville residents for sewer debt reserve portion 100-101-20100 \$63.36

Pay-in # 4040 Johnsville sewer maintenance and operations portion 100-101-40100 \$271.59

Pay-in # 4041 Johnsville sewer debt retirement portion 100-101-50100 \$181.05

Pay-in # 4042 Payment from Chesterville residents for sewer debt reserve portion 159-159-20100 \$92.40

Pay-in # 4043 Chesterville sewer maintenance and operations portion 159-159-40100 \$237.60

Pay-in # 4044 Chesterville sewer debt retirement portion 159-159-50100 \$303.60

Pay-in # 4045 Chesterville sewer asset management portion 159-159-50200 \$26.40

**IN THE MATTER OF
TRANSFER OF FUNDS – JOB AND FAMILY SERVICES FUND 041: 16-T-109**

At the request of Don Wake, Director Morrow County Job and Family Services, a motion was made by Mr. Leader to approve the following transfer of funds:

From 041-081-21002 Children Service Efficiency & Innovation Fund to 041-081-00099 Children Service State Assistance in the amount of \$90,313.73.

Mr. Whiston duly seconded this motion.

Roll Call Vote: ..,Mr. Leader..., "yea" ..,Mr. Whiston..., "yea" .., Mr. Miller.., "yea"

**IN THE MATTER OF
TRANSFER OF FUNDS – COMMON PLEAS FUND 40: 16-T-110**

At the request of Diana McLain, Fiscal Coordinator Morrow County Court of Common Pleas, a motion was made by Mr. Leader to approve the following transfer of funds:

From 040-410-29101 Workers Compensation to 040-410-01099 Salaries in the amount of \$361.60
From 040-410-29101 Workers Compensation to 040-410-29100 PERS in the amount of \$42.90

Mr. Miller duly seconded this motion.

Roll Call Vote: ..,Mr. Leader..., “yea” ..,Mr. Whiston..., “yea” .., Mr. Miller.., “yea”

**IN THE MATTER OF
APPROVAL TO REAPPOINT CAROL LESSICK TO WATER & SEWER
REVOLVING LOAN FUND REVIEW BOARD: 16-R-581**

WHEREAS, Carol Lessick has been serving on the Water & Sewer Revolving Loan Fund Review Board and has consented to serve another term as recommended by the Morrow County Economic Development Office; and

THEREFORE, Mr. Miller made a motion to approve the reappointment of Carol Lessick, retroactive from August 1, 2014 to July 31, 2017.

Mr. Whiston duly seconded this motion.

Roll Call Vote: ..,Mr. Leader..., “yea” ..,Mr. Whiston..., “yea” .., Mr. Miller.., “yea”

**IN THE MATTER OF
APPROVAL TO RESCIND RESOLUTION# 16-R-577, APPROVAL TO
ADVERTISE NOTICE FOR PUBLIC HEARING CONCERNING A REZONE/MAP
AMENDMENT REQUEST: 16-R-582**

WHEREAS, on September 12, 2016, the Morrow County Commissioners approve Resolution# 16-R-577, Approval to advertise Notice for Public Hearing concerning a Rezone/Map Amendment Request; and

WHEREAS, due to the publication deadlines at the Morrow County Sentinel we are not able to advertise on September 14 and must then move the public hearing out an additional week.

THEREFORE, Mr. Leader made a motion to rescind Resolution# 16-R-577 as stated above.

Mr. Whiston duly seconded this motion.

Roll Call Vote: ..,Mr. Leader..., “yea” ..,Mr. Whiston..., “yea” .., Mr. Miller.., “yea”

**IN THE MATTER OF
APPROVAL TO ADVERTISE NOTICE FOR PUBLIC HEARING CONCERNING
A REZONE/MAP AMENDMENT REQUEST: 16-R-583**

WHEREAS, the Morrow County Zoning Commission held a public hearing on August 15, 2016 to hear the application, case ZA16-001 from Mary Eckard/Angel’s Home Care for a zoning map amendment to rezone parcel G19-001-00-222-05 from Agricultural (A-1) to Commercial (C-1), property located at 4440 State Route 61, Gilead Township; and

WHEREAS, the proposed amendments are available for viewing at the Morrow County Commissioner’s Office, Monday through Friday, 7:30 a.m. – 4:00 p.m.

THEREFORE, Mr. Leader made a motion to hold a public hearing on October 5, 2016 at 10:00 a.m. as required by law, and to advertise a public notice on the Morrow County website and the Morrow County Sentinel on September 21, 2016.

Mr. Whiston duly seconded this motion.

Roll Call Vote: ..,Mr. Leader..., “yea” ..,Mr. Whiston..., “yea” .., Mr. Miller.., “yea”

**IN THE MATTER OF
APPROVAL OF CONTRACT TO PURCHASE WENMOR WASTEWATER
TREATMENT PLANT: 16-R-584**

Mr. Miller made a motion to approve the following Contract to Purchase Wenmor Wastewater Treatment Plant as presented and prepared by Charles Howland, Morrow County Prosecutor.

**CONTRACT TO PURCHASE
WENMOR WASTEWATER TREATMENT PLANT**

This Agreement, entered into as of this 14th day of September, 2016, by and between the **BOARD OF COMMISSIONERS OF MORROW COUNTY, OHIO**, hereinafter called "Buyer"; and **JACK FISHBURN**, hereinafter called "Seller".

WITNESSETH:

In consideration of the mutual promises, representations, and agreements contained herein, the SELLER and BUYER hereby agree:

- 1. Legal Description of Property.** Seller agrees to sell and convey, upon fulfillment of all the obligations and terms of this Agreement to be paid and performed by BUYER, by good and sufficient deed of general warranty, with release of dower of all spouses and with covenant against encumbrances, unto said BUYER, free of all liens and encumbrances except as hereinafter provided, and in substantially the same condition and state of repair as at the time of the signing of this Agreement, the following described real estate:

LEGAL DESCRIPTION IS ATTACHED HERETO AS EXHIBIT "A" AND INCORPORATED HEREIN BY REFERENCE.

ADDITIONALLY, SELLER SHALL GRANT AN EASEMENT TO BUYER TO USE THE EXISTING GRAVEL DRIVE TO THE WENMOR WASTEWATER TREATMENT PLANT FOR THE PURPOSE OF INGRESS AND EGRESS.

ADDITIONALLY, SELLER SHALL GRANT TO BUYER THE EXISTING GRAVITY SEWER COLLECTION SYSTEM (MANHOLES AND 8" PVC MAINLINES)

ADDITIONALLY, SELLER SHALL GRANT TO BUYER THE EFFLUENT LINE AND ALL APPURTENANCES.

- 2. Payment of Purchase Price.** BUYER promises, covenants, and agrees to buy said real estate and to pay Seller the total sum of EIGHTY-SIX THOUSAND DOLLARS (\$86,000.00). The purchase price shall be paid as follows:
 - A.** The sewer plant shall service the Morrow Meadows Development. A copy of the plat map of Morrow Meadows Development is attached hereto as Exhibit B. Each purchaser of a lot in the Morrow Meadows Development shall be eligible to hook up to the sewer service which is being purchased by the Buyer. The hook up fee for each potential user shall be calculated on a formula basis predicated upon the prospective user's Equivalent Dwelling Units. The Buyer shall assign each hook up fee paid by the prospective user to the Seller up to the point that \$86,000.00 is paid to the Seller. Thereafter, all hookup fees paid by prospective users in excess of \$86,000.00 shall be the exclusive property of the Buyer.
- 3. Evidence of Title.** At Closing, SELLER shall deliver to BUYER a general warranty deed, in fee simple absolute, free of any dower interest. Title so conveyed shall be free, clear, unencumbered and marketable, in fact and of record, at the delivery of the deed, except for taxes a herein provided. Any existing encumbrances upon the property which SELLER is required to remove under this Agreement may be paid and discharged with the purchase money at the time of Closing.
- 4. Possession.** SELLER agrees to deliver possession of said real estate and contents at the time of the Closing.
- 5. Fixtures.** SELLER and BUYER agree that the following items are to be construed as fixtures and will pass to BUYER at the time of Closing, free from any lien or security interest: above

described manhole covers, electric service, 8" PVC mainlines, effluent line and all appurtenances.

Seller shall keep: None.

6. **Prorating of Taxes, Assessments, Etc.** Real estate taxes and assessments shall be prorated as of the date of Closing: SELLER shall pay all of the above said costs and charges attributable to their ownership period and BUYER shall pay said costs and charges thereafter. The proration of real estate taxes and assessments shall be based upon the most current tax bills available and shall not be recomputed subsequent to Closing notwithstanding an increase or decrease in such taxes or assessments.
7. **Warranties of Condition.** The SELLER hereby warrants that the premises shall be in good condition and repair. SELLER warrant that the mechanical systems of the wastewater treatment plant are in good condition and operable. Further, SELLER shall clean and make necessary repairs to the existing gravity collection system to insure that it is in good condition and operable after the date of closing.
8. **Environmental Site Assessment.** For a period of ten (10) days from the date of this Agreement Buyer shall have the right to conduct an environmental site assessment. In the event that the Buyer discovers "Hazardous Substances" through the environmental site assessment, it shall have the option to notify the Seller in writing of such finding and be released from the obligations of this Agreement. In the event that Buyer fails to have the environmental site assessment conducted within ten (10) days of the date of this Agreement, then it shall be deemed to have waived its right to have said inspection done and said Buyer shall have further waived its right to be released from the terms of this Agreement in the event "Hazardous Substances" are discovered on or about the Property.
9. **Risk of Loss.** SELLER agrees to maintain, until the date of Closing, casualty and extended coverage insurance on the property in an amount not less than the fair market value of the insurable portion of the property. In the event the property is damaged or destroyed by fire or other casualty prior to Closing, BUYER shall have the option of (a) accepting the property in its damaged condition, in which event SELLER shall assign in full the proceeds of insurance as a result of said damage or destruction, or (b) terminating the contract formed by the acceptance of this Agreement, in which event all obligations of BUYER and SELLER shall terminate. The risk of loss or damage to the premises by any insurable casualty shall be assumed by SELLER until the time of Closing.
10. **Eminent Domain.** If prior to the date of Closing, all or any part of the above-described property is taken by eminent domain or in negotiated settlement thereof, BUYER may elect to cancel this Agreement prior to the date of Closing. In the event BUYER so elects, both parties shall be relieved and released from any further liability hereunder. Unless this Agreement is so cancelled, it shall remain in full force and effect, and SELLER shall assign, transfer and set over to BUYER all of the SELLER'S right, title and interest in and to any awards or proceeds that may be received for such taking.
11. **Time of Closing.** The Closing of title for said property shall take place on or before October 3, 2016, at a time and place mutually agreeable to both parties. Possession shall be given at the time of Closing.
12. **Walk-Through Inspection.** Immediately prior to Closing, BUYER may request a final walk-through inspection of the premises to assure that there has been compliance with this Agreement. Once a closing date has been established, BUYER or its representative may, upon reasonable notice to SELLER, gain access to the premises for the purpose of making measurements and other items at BUYER'S discretion.
13. **Survivability of Contract Terms.** The provisions of this Agreement shall survive the deed.
14. **Governing Law; Definitions.** The conditions and terms of this Agreement shall be governed, interpreted and construed according to the laws of the State of Ohio. The headings in bold type in the provisions of this Agreement are for purposes of organization and clarity only, and are not intended to be part of the substance of the provisions of this Agreement. The parties hereby agree that time is of the essence in this Agreement, and thus all time limits shall be strictly construed.
15. **Integration of Agreement.** This Agreement and the acceptance thereof shall constitute the entire agreement of the parties, and no oral, verbal, or implied agreements or understanding shall

very the terms of the contract. This Agreement, when accepted, shall be binding upon the parties, their heirs, administrators, executors, and assigns.

16. Time for Acceptance. This Agreement shall be open for acceptance until midnight on the October 3, 2016, and a signed copy shall be promptly returned to BUYER upon acceptance.

For BUYER:
s/Richard J. Miller
Richard Miller, CHAIRMAN
MORROW COUNTY BOARD OF COMMISSIONERS

Date: _____

s/Dennis Leader
Dennis Leader, COMMISSIONER

Date: _____

s/Tom Whiston
Tom Whiston, COMMISSIONER

Date: _____

For Seller:
s/Jack Fishburn
Jack Fishburn, Agent
Morrow Meadows Development Corporation

Date: _____

This instrument prepared by: Charles S. Howland
Morrow County Prosecuting Attorney
60 East High Street
Mt. Gilead, Ohio 43338

s/Charles S. Howland
Charles S. Howland, Prosecutor

Mr. Whiston duly seconded this motion.

Roll Call Vote: ..,Mr. Leader..., "yea" ..,Mr. Whiston..., "yea" .., Mr. Miller., "yea"

**IN THE MATTER OF
A RESOLUTION ESTABLISHING USER CHARGES IN THE CHESTERVILLE AREA
SANITARY SEWER SUB-DISTRICT TO PROVIDE FUNDS NEEDED TO PAY FOR
DEBT, OPERATION, MAINTENANCE AND REPLACEMENT EXPENSES ASSOCIATED
WITH THE CHESTERVILLE SANITARY SEWER IMPROVEMENTS: 16-R-**

**Commissioner Leader moved to table this item
Commissioner Miller seconded.**

**IN THE MATTER OF
APPROVAL TO AWARD BID FOR CHIP SEALING, COUNTY ROAD 252 EXTENSION
FOR THE MORROW COUNTY DEVELOPMENT OFFICE: 16-R-585**

WHEREAS, on August 29, 2016, the Morrow County Commissioners held a bid opening for Chip Sealing, County Road 252 Extension for the Morrow County Development Office; and

WHEREAS, bids were received from Kokosing Construction and Mid Ohio Paving Inc.; and

WHEREAS, correspondence was received from the Morrow County Development Office recommending the bid be awarded to Mid Ohio Paving for their bid in the amount of \$47,752.90.

THEREFORE, Mr. Leader made a motion, that upon the recommendation of the Morrow County Development Office, the bid for Chip Sealing, County 252 Extension be awarded to Mid Ohio Paving Inc. in the amount of \$47,752.90.

Mr. Miller duly seconded this motion.

Roll Call Vote: ..,Mr. Leader..., “yea” ..,Mr. Whiston..., “yea” .., Mr. Miller.., “yea”

**IN THE MATTER OF
SUPPLEMENTAL APPROPRIATION – TREASURER’S DRETAC FUND 317: 16-A-086**

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 \$8,000.00;

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 accounts.

317-001-01099	Salaries	\$4,000.00
317-001-29099	Other Expenses	\$4,000.00

Mr. Leader duly seconded this motion.

Roll Call Vote: ..,Mr. Leader..., “yea” ..,Mr. Whiston..., “yea” .., Mr. Miller.., “yea”

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

Roll Call Vote: .., Mr. Leader..., ..,Mr. Whiston..., .., Mr. Miller..,

We hereby certify the foregoing to be true and correct.

CHAIRMAN

CLERK

ASSISTANT CLERK

MORROW COUNTY COMMISSIONERS