

**MORGAN COUNTY COMMISSIONERS
RIECKER BUILDING**

The Board of the Morgan County Commissioners met in their offices on Monday, December 31, 2007 with the following members present:

Rick Shriver, President
Dean Cain, Vice-President
Don Reynolds, Member

The meeting was called to order at 8:30 am with the pledge of allegiance to the flag. The minutes of the December 24, 2007 meeting were read and approved.

07-1124 Motion by Mr. Dean Cain and seconded by Mr. Don Reynolds to approve the minutes from December 24, 2007.

Vote Don Reynolds- yea, Rick Shriver- yea, Dean Cain- yea. Motion Carried

Vicki Quesinberry, Director, Job and Family Services, submitted a supply request. Morgan County Commissioners are in receipt of a memorandum of understanding between Morgan County Department of Job and Family Services and Morgan County Department of Job and Family Services Children Services Division. Job and Family Services will be sending out a letter to American Federation of State County and Municipal Employees to inform them that Job and Family Services is ready to negotiate the a contract. Quesinberry also submitted a request to transfer \$45,518.50 from WIA Dislocated Worker Funds to the WIA Adult Funds through the Ohio Valley Employment Resource Office. This transferred money is to be used for On-The-Job Training for clients eligible under the WIA Adult Funds and Work Keys Assessments.

07-1125 Motion by Mr. Dean Cain and seconded by Mr. Don Reynolds to approve hiring of Amy McConnell as recommended by Vicki Quesinberry for the position of Clerical Specialist 1.

Vote Don Reynolds- yea, Rick Shriver- yea, Dean Cain- yea. Motion Carried

07-1126 Motion by Mr. Don Reynolds and seconded by Mr. Dean Cain to approve a new line item within the 006 account. This will be for expenditures for the On The Job Training for the 2008 Calendar Year 006-0006-5310.00, as requested by Vicki Quesinberry, Director, Job and Family Services.

Vote Don Reynolds- yea, Rick Shriver- yea, Dean Cain- yea. Motion Carried

07-1127 Motion by Mr. Dean Cain and seconded by Mr. Don Reynolds to approve a new fund titled, Fiscal Year 2007 Homeland Security Grant, with the following line items: 111-2007-4001.00 Receipt and 111-2007-5304.01 Equipment, as requested by Miranda Mullen, Director, of Morgan County Emergency Management Agency and Office of Homeland Security. The total of the grant is \$38,185.00

Vote Don Reynolds- yea, Rick Shriver- yea, Dean Cain- yea. Motion Carried

Morgan County Commissioners' are in receipt of a letter submitted by the Fire Chiefs of the Morgan County Fire Departments and Morgan County Firefighter's Association. The letter expresses disappointment of the chiefs at the reductions in the Community Development Block Grant Funding available to the local fire departments. The Commissioners discussed the letter, restating that the level of funding available to the county has been reduced, leaving fewer funds available for all applicants. No one from the fire departments had been present at the hearings to comment on the applications.

Morgan County Commissioners' are in receipt of a letter submitted by the Morgan County Regional Airport Authority to request reappointment to Dr. Robert Richmond and Glenn Dawson to another term of three years to the board.

07-1128 Motion by Mr. Don Reynolds and seconded by Mr. Dean Cain to approve advancement of \$111,000.00 to the General Fund as a draw against 1st 2008 real estate settlement.

Vote Don Reynolds- yea, Rick Shriver- absent, Dean Cain- yea. Motion Carried

07-1129 Motion by Mr. Dean Cain and seconded by Mr. Don Reynolds to approve and sign the lease agreement between the Morgan County Commissioners and Muskingum Valley Health Center.

LEASE AGREEMENT

Landlord: Morgan County Commissioners Tenant: Muskingum Valley Health Centers Premises: 4279 State Route 376, McConnelsville, Ohio

It is hereby agreed by and between the Morgan County Commissioners (Landlord) and Muskingum Valley Health Centers (Tenant) that the following provisions are effective beginning January 1, 2008 and ending December 31, 2008, with two (2) additional one (1) year renewal terms.

LEASE:

This indenture of lease is made and entered into December, 2007 and effective January 1, 2008, by and between Morgan County Commissioners of Morgan County, Ohio, (the Landlord) and Muskingum Valley Health Centers (the Tenant).

Therefore for and in consideration of the rent and covenants hereon expressed, Landlord and Tenant hereby agree as follows:

Landlord does lease demise and let unto Tenant the 37 11 square feet of following described premises:

Situated in, the County of Morgan, in the State of Ohio, and in the Village of McConnelsville:

Being the parcel of land located in the Northwest Quarter of Section No; Two (2), Town No. Ten (10) Range No. Twelve (12), Morgan Township, Morgan County, Ohio; beginning at the Southeast corner of Lot No. One (1) of Taylor Outlets (recorded is) Plat' Book B, Pages 152, 153, Slide No. 70, Morgan County Recorder's Office); thence along the South line of said lot North 72 deg. 30 min. East 1535 feet to the center of State Route 376 (reference; 'passing iron pin at 32.2

feet and 128.5 feet); thence along said State Route 10 deg. 55 min. East 300 feet . thence leaving said State Route South 72 deg. 30 min. West 370 feet (reference: passing an iron pin at 25 feet); thence North 10 deg. 55 min. West 100 feet to an iron pin (reference: passing an iron pin at 105 feet); thence North 72 deg. 30 min. East 216.5 feet to the place of beginning, containing 2.53 acres, (surveyed May 29, 1977, by Robert A. Janes, Registered Surveyor No. 6029). Tenant shall also have use of all common areas, stairwells and restroom facilities. The premises are conveyed and accepted subject to all easements of record, leases of record, restrictions of record, and established rights-of-way.

RENT AND TERM:

Landlord shall lease to Tenant the above-described premises for a period of one (1) year at a monthly lease payment of \$2,000.00, as outlined on the attached Expense Schedule, payable to Landlord on the 1st day of each month during the term of this Lease. The Lease shall automatically be extended for two (2) additional one (1) year terms, which automatic renewals shall continue until either party shall notify the other, in writing, not less than sixty (60) days prior to the end of the term in effect when the notice is given.

RIGHT TO LEASE:

Landlord shall have the right to lease unoccupied areas of the building of which the premises are a part. Landlord will make every reasonable effort to assure compatibility between the other lessee and Tenant.

RESPONSIBILITIES OF LANDLORD:

- 1 Payment of utilities including electric, gas, and water and sewer. Such payment shall be subject to reimbursement from Tenant as outlined on the attached Expense Schedule.
- 2 Landlord shall maintain the premises and will keep the same in good order and condition, and make all necessary repairs and replacements.
- 3 Carry general liability insurance and property insurance in amounts standard with Morgan County's current policy or policy during the term of the lease.

RESPONSIBILITIES OF TENANT:

- 1 Maintain the premises in a clean and orderly manner according to accepted business and health guidelines.
- 2 May make leasehold improvements, including erecting signage, as it deems necessary and with the written consent of the Landlord. Landlord shall not unreasonably withhold consent.
- 3 Carry general liability insurance to guard against injury or death of any employee or third party who may be injured or killed as a result of Tenant's malfeasance, misfeasance, or nonfeasance related to any area of responsibility or activity within the leased portion.
- 4 Carry property damage insurance to contents within the leased area.
- 5 Name Landlord as a party to the Tenant's liability and property insurance policies stated above and provide Landlord with proof of insurance.

6 Indemnify and save harmless Landlord as to any third party's claim of negligent medical treatment or failure to provide medical treatment. Tenant shall further pay any attorney fees or other expenses incurred by Landlord in defending against any such claim.

7 Allow Landlord inspection of the premises and with notice during normal business hours or as mutually arranged.

8 Lawn care including mowing, trimming and snow removal.

**EXPENSE SCHEDULE
TO**

LEASE AGREEMENT

Between Morgan County Commissioners & Muskingum Valley Health Centers

Effective January 1, 2008

DETAILED EXPENSE SHEET

	MONTHLY	YEARLY
BASE:	RENT \$1,555.00 ELECTRIC \$ 292.00 GAS \$	
	90.00 WATER & SEWER \$ 63.00	
TOTAL UTILITIES \$ 445.00		\$5,340.00
TOTAL PAYMENTS \$ \$2,000.00		\$24,000.00

If 40% of the annual utilities expenses for the entire building to which the premises are a part exceed \$5,340.00, at the end of the year, Muskingum Valley Health Centers will pay the additional amount.

If 40% of the total utility expenses for the year are less than \$5,340.00, Muskingum Valley Health Centers shall be entitled to a refund of the difference.

For example, total utilities for the building are \$20,000 for the year, then $\$20,000 \times .40 = \$8,000$. $\$8,000 - \$5,340 = \$2,260$; Muskingum Valley Health Centers would pay the Morgan County Commissioners \$2,260 for the overage. This transaction would only take place in January of the succeeding year.

ADDENDUM
TO
LEASE AGREEMENT
Between Morgan County Commissioners & Muskingum Valley Health Centers
Effective January 1, 2008

Pursuant to the terms of the Lease, the Morgan County Commissioners, as Landlord, consent to the improvements described in the attachment to this Addendum as proposed by Muskingum Valley Health Centers, as Tenant.

The Landlord further acknowledges that the Tenant, by making these improvements, is making a significant investment in the property of the Landlord, increasing the value of such property.

Therefore, in consideration of the Tenant making these improvements, the Landlord agrees that should the Tenant lease other property from the Landlord subsequent to the termination of this Lease, the rent to be paid by the Tenant shall be reduced by % from the fair market value of the rent that would be paid by another entity leasing the same property.

COMPLIANCE WITH LAW:

Landlord shall work with Tenant to ensure that the premises and common areas are in full compliance with all federal, state, and local laws, recognizing the fact that Tenant is the grantee of a federal grant and that the laws applicable to facilities occupied by them may be stricter than would otherwise be applicable.

BREACH OF CONTRACT:

If either party should breach their responsibilities under this lease agreement, then the aggrieved party reserves the right to declare a breach of the contract. If a breach of contract occurs, then each party shall have all remedies at law and equity available to them.

This lease agreement and contract shall be interpreted and enforced under the laws of the State of Ohio.

Vote Don Reynolds- yea, Rick Shriver- yea, Dean Cain- yea. Motion Carried

Jeff Driggs, Dog Warden, submitted mileage sheets for the previous week, which showed him traveling 114.2 miles responding to dog calls.

07-1130 Motion by Mr. Dean Cain and seconded by Mr. Don Reynolds to approve the following transfer of all unencumbered line item balances for the following departments: Commissioners, Auditor, Prosecuting Attorney, Bureau of Inspection, Court of Appeals, Common Pleas Court, Juvenile Court, Probate Court, Coroner, County Court, Board of Elections, Courthouse Maintenance, Sheriff, Recorder, Agriculture, TB Clinics, Vital Stats, Other Health, Soldiers Relief, Veterans Services, Law Library, Insurance, General Miscellaneous. This amount totaling, \$133,418.03, will be transferred to various general fund departments to alleviate minus balances within the general fund.

Also, to approve a transfer of \$55.28 from Engineer's Employees Salaries to the Engineer's Salary line item; \$.67 from Dog & Kennel Supplies to Clerk Salary; \$45.00 from EMA PERS to Worker's Compensation; \$13,730.58 from REA line items to REA Supplies & Contracts; \$349.00 from Soil Conservation Other Expenses to Worker's Compensation; \$819.94 from Sr. Citizens Health Promotions to Travel, Insurance & Medicare; \$1356.71 from Certificate of Title line items to Salary, Medicare & Worker's Compensation; \$489.70 from TANF Grant Writer line items to PERS, Medicare & Insurance; \$448.42 from Bio Terrorism Travel to PERS & Worker's Compensation; \$82.94 from Solid Waste line items to PERS & Worker's Compensation; \$1335.45 from FCF Salary to HMG Salary, HMG PERS & HMG Worker's Compensation; \$839.00 from CSEA PERS to Worker's Compensation; \$7538.86 from 2004 O.D.D. Grants to 2003 and 2004 O.D.D. Grants; \$808.10 from Transit Insurance to PERS; \$2704.00 from Riecker Insurance to Unemployment Compensation; \$82.43 from OCV PERS to Salary & Supplies; \$555.67 from VAWA Travel to Salary; \$.10 from Probations & Corrections Medicare to Salary.

Also, to supplementally appropriate the following: REA Contracts \$16,505.86; Off Campus Education Center \$225.00; HEAP Salary \$164.00; HEAP PERS \$19.66; Cold Case Grant Salary \$1656.00, PERS \$715.04, Medicare \$23.56, Worker's Compensation \$158.00, as submitted by Katy Chapin, Chief Deputy Auditor.

Vote Don Reynolds- yea, Rick Shriver- yea, Dean Cain- yea. Motion Carried

07-1131 Motion by Mr. Dean Cain and seconded by Mr. Rick Shriver to adjourn the meeting at 4:00 PM

Vote Don Reynolds- yea, Rick Shriver- yea, Dean Cain- yea. Motion Carried

Commissioners,

Rick Shriver, President

Dean Cain, Vice-President

Don Reynolds, Member

Traci Kidd, Development Office