

Commissioners Journal # 95 Page 405

April 5, 2022

Subject: Bills – Approved – Madison County

After reviewing each of the purchase orders, then and nows, and vouchers listed above, Mr. Forrest moved to approve all purchase orders and allow payment of all then and nows and vouchers.

Following a second from Dr. Xenikis the result of the roll call was: Mr. Wallace, yes, Mr. Forrest, yes, and Dr. Xenikis, yes.

Subject: Appropriate – Approved – Sublease

Mr. Forrest moved to approve the appropriation per unappropriated funds for the following:

Appropriate: Sublease (1000-A15A-50515) in the amount of \$1,425.00.

Following a second from Dr. Xenikis the result of the roll call was: Mr. Wallace, yes, Mr. Forrest, yes, and Dr. Xenikis, yes.

Subject: Increase PO Funding – Approved – Sublease

Mr. Forrest moved to approve the increase of PO funding for the following:

Increase: Sublease (1000-A15A-50515) PO # 2832 in the amount of \$1,425.00.

Following a second from Dr. Xenikis the result of the roll call was: Mr. Wallace, yes, Mr. Forrest, yes, and Dr. Xenikis, yes.

Subject: Appropriation – Approved – Courthouse Equipment

Mr. Forrest moved to approve the appropriation per unappropriated funds for the following:

Appropriate: Courthouse Equipment (1000-A04B-50070) in the amount of \$29,914.49.

Following a second from Dr. Xenikis the result of the roll call was: Mr. Wallace, yes, Mr. Forrest, yes, and Dr. Xenikis, yes.

Subject: Increase PO Funding – Approved – Courthouse Equipment

Mr. Forrest moved to approve the increase of PO funding for the following:

Increase: Courthouse Equipment (1000-A04B-50070) PO # 2848 in the amount of \$29,914.49.

Following a second from Dr. Xenikis the result of the roll call was: Mr. Wallace, yes, Mr. Forrest, yes, and Dr. Xenikis, yes.

Subject: Appropriation – Approved – Commissioners Supplies

Mr. Forrest moved to approve the appropriation per unappropriated funds for the following:

Appropriate: Courthouse Supplies (1000-A04B-5-0030) in the amount of \$500.00.

Following a second from Dr. Xenikis the result of the roll call was: Mr. Wallace, yes, Mr. Forrest, yes, and Dr. Xenikis, yes.

Subject: Decrease PO Funding – Approved – Juvenile Detention

Mr. Forrest moved to approve to decrease the PO funding for the following:

Decrease: Juvenile Detention (1000-A04B-5-0150) PO # 2951 in the amount of \$116,171.84.

Following a second from Dr. Xenikis the result of the roll call was: Mr. Wallace, yes, Mr. Forrest, yes, and Dr. Xenikis, yes.

Subject: Appropriation – Approved – Property Insurance

Mr. Forrest moved to approve the appropriation per unappropriated funds for the following:

Appropriate: Property Insurance (1000-A15A-5-0501) in the amount of \$15,160.00.

Following a second from Dr. Xenikis the result of the roll call was: Mr. Wallace, yes, Mr. Forrest, yes, and Dr. Xenikis, yes.

Subject: Increase PO Funding – Approved – Property Insurance

Mr. Forrest moved to approve the increase of PO funding for the following:

Increase: Property Insurance (1000-A15A-5-0501) PO # 2837 in the amount of \$15,160.00.

Following a second from Dr. Xenikis the result of the roll call was: Mr. Wallace, yes, Mr. Forrest, yes, and Dr. Xenikis, yes.

Government Forms and Supplies 021046282V

Subject: Lease Agreement – Approved – Public Health

Mr. Forrest moved to approve the lease agreement between Madison County Commissioners and Madison County Public Health at 306 East Lafayette St. London, Ohio 43140. Effective May 1, 2022 – ending March 31, 2024.

LEASE AGREEMENT

THIS LEASE AGREEMENT (Lease) is made and entered into this 1st day of May, 2022, by and between MADISON COUNTY COMMISSIONERS (County), with offices at 1 East Main Street, London, Ohio 43044, and MADISON COUNTY PUBLIC HEALTH (Public Health), with offices at 306 East Lafayette Street, London, Ohio 43140.

In consideration of the mutual covenants and promises herein contained and referred to and the best of consideration, the receipt and sufficiency of which are hereby acknowledged, MADISON COUNTY and MADISON COUNTY PUBLIC HEALTH agree as follows:

1. Lease of Premises. Upon the terms and conditions hereinafter set forth, and pursuant to O.R.C. 1501.01, the County hereby leases to Public Health for a term of approximately 18(18) months, commencing on the 1st day of May, 2022, and ending on the 31st day of March, 2024, the premises located at 306 East Lafayette Street, London, Ohio 43140, for the purpose of conducting Public Health operations.

In addition, Public Health, its agents, employees, persons, contractors and others, shall have the responsibility to obtain all necessary permits, licenses, and other approvals, including but not limited to, from the County, including but not limited to, for the use of the premises for the purposes of the County, its agents, employees, persons and others.

2. Term. This lease shall be for a term of 18(18) months, commencing on the 1st day of May, 2022, and terminating on the 31st day of March, 2024, unless otherwise provided.

3. Rent. Public Health agrees to pay to the County, during the term of this lease, the amount of approximately \$100 (one hundred) dollars per month, which shall be paid in advance on the 1st day of each month.

Month	For Rent	For Month
May 2022	\$100.00	\$100.00

Public Health shall be responsible for the payment of all taxes, including but not limited to, property taxes, and other taxes, levied on the premises, including but not limited to, the County, its agents, employees, persons and others, for the term of this lease. Public Health shall also be responsible for the payment of all utility bills, including but not limited to, electric, gas, water, sewer, and telephone bills, for the term of this lease. The term "lease" shall refer to the original signed copy of this lease and any amendments thereto.

4. Operating Expenses. In addition to the rent provided herein, Public Health shall pay to the County, during the term of this lease, all operating expenses, including but not limited to, utilities, janitorial services, and other expenses, incurred by Public Health in the operation of the premises.

The total monthly amount for the County's estimated total \$100 (one hundred) dollars, less the amount of the County's share of the Operating Expenses is \$100 (one hundred) dollars.

For the purpose of this lease, "Operating Expenses" shall include and mean the following: (a) all utility charges and services, including but not limited to, electric, gas, water, sewer, and telephone services for the County; (b) all janitorial and maintenance services for the County; (c) all rent and other charges for the County; (d) all real estate taxes and assessments which are payable during the term of this lease, provided that taxes and assessments payable during the first year of this lease shall be prorated based on the number of days during the calendar year in which such tax or assessment is due which includes a portion of such lease term. For the purposes of this section, any expenditures which, under Generally Accepted Accounting Principles, are determined to be capital expenditures, shall not be considered Operating Expenses.

5. Utilities and Services. Public Health shall obtain and pay for 100% of public utilities and other services required for the occupancy of the premises including but not limited to any utilities billed to the Landlord.

6. Maintenance and Repairs. Landlord shall provide exterior cleaning, snow and ice removal, lawn and landscaping care and maintenance, replacement of the HVAC, any exterior painting, repair, gas and electrical services, repairs, including but not limited to, the building, any maintenance, repair and replacement to the roof, exterior walls, down spouts, gutters, sidewalks, exterior lighting and parking lot lighting, including but not limited to, lighting and wiring, and all exterior windows and exterior windows and doors. This is subject to Public Health paying its share of the Operating Expenses as provided in Section 4.

Public Health shall be responsible for interior cleaning, janitorial services and routine interior maintenance and repairs, including but not limited to, painting, and HVAC maintenance and repairs only. Notwithstanding the foregoing, any HVAC maintenance expense which exceeds thirty percent (30%) of the cost of replacement of the HVAC system shall be borne by the Landlord. If Landlord's sole discretion and election, Landlord may choose to replace the HVAC system as an alternative to paying any maintenance expense exceeding thirty percent (30%) of the cost of replacement of the HVAC system.

7. Security Deposit. Landlord acknowledges that it has received a security deposit in the amount of \$10,000, which shall be applied on the following terms:

- A. In the event of any default of the Public Health in the performance of the terms, covenants, duties or conditions of this lease or under applicable laws, the Landlord is authorized to apply said security deposit or any part thereof, against the damages resulting from such default;
- B. Upon termination of the term of this lease, provided the Public Health is not then in default hereunder, the Landlord may apply the security deposit or any portion thereof toward payment for any repairs needed to the leased premises or its systems or against any damages incurred caused by the Public Health inoperative of whether the Landlord elects to repair the leased premises or its systems. Landlord will account to Public Health for each

security deposit within 60 days after the date of possession from Tenant and Landlord will simultaneously return the security deposit, or any unexpended portion thereof to Tenant.

C. The Landlord may elect to apply the security deposit against any payments to be made hereunder that are past due. In the event the Landlord elects to so apply the security deposit, the Landlord shall promptly notify the Tenant of the amount of the security deposit so applied. Within 5 days after the receipt of such notice by the Landlord, the Tenant shall pay to the Landlord such amounts as necessary to replenish the security deposit such that the Landlord holds 100% as a security deposit. The amount of the security deposit is not and shall not be deemed to be the measure of damages for any breach hereunder, nor shall the application of the same or any part thereof be a bar to further recovery for or on behalf of Landlord, either in equity, for such breach. The security deposit shall not be applied by Tenant towards the payment of any monthly installment of rent or any other money due hereunder without the express written consent of the Landlord. Any amount which is used or could be used upon the security deposit shall be the property of the Landlord.

D. The above notwithstanding, if Tenant, during the term of this lease is in arrears more than 60 days in paying any Rent hereunder, Landlord, without notice to Tenant, may require, and Tenant shall pay to Landlord a security deposit in the amount not more than two (2) months' full Rent. Landlord will provide written notice to Tenant who shall pay such amount within 10 days of receipt thereof. Failure to pay shall be considered a default under the terms of this lease.

8. Use of Premises. The Premises shall be occupied and used for office space and clinic space, not for other purposes except with the express written consent of the Landlord, which consent shall not be unreasonably withheld. The Tenant shall not permit any other person or entity to occupy, use or operate a business at the Premises except with the express written consent of the Landlord which consent shall not be unreasonably withheld. The Tenant's use of the Premises shall be in a lawful, careful, safe and proper manner, and the Tenant shall not permit the Premises to be used for any unlawful purpose, nor shall the Tenant use the Premises for any purpose that is prohibited by any applicable laws, ordinances, rules, regulations, codes, or other governmental requirements. The Tenant will carefully preserve, protect, control and guard the Premises from damage, and will not keep or use any article which may be prohibited by the standard form of fire insurance policy.

9. Alterations or Improvements. Tenant accepts the Premises "as is." Tenant may make, or may permit to be made, alterations or improvements to the Premises. Such alterations or improvements shall be made in accordance with all applicable laws and building codes, in a good and workmanlike manner. Tenant shall promptly pay all costs attributable to such alterations and improvements. Any alterations or improvements to the Premises, except movable furniture and equipment and trade fixtures, shall become a part of the realty and the property of Landlord, and shall not be removable by Tenant. In the event any alteration or improvement proposed by Tenant will cost more than \$500.00 or more, Tenant shall obtain the written consent of the Landlord prior to making any alteration or improvement to the Premises, which consent shall not be unreasonably withheld.

13. Unimpaired Demise. If the whole or any part of the Premises or the Center shall be taken for public or quasi-public use by a governmental or other authority having the power of eminent domain or shall be conveyed to such authority in lieu of such taking, and if such taking or conveyance shall cause the remaining part of the Premises not so taken to be unworkable and inadequate for use by Tenant as offices, this lease shall terminate as of the date of such taking. If a part of the Premises or Center shall be taken or conveyed but this lease is not terminated as provided for in this Section 13, then this lease shall be terminated as to the part taken or conveyed as of the date Tenant surrenders possession, and Landlord shall make such repairs, alterations and improvements as may be necessary to render the part not taken or conveyed leaseable and the rent shall be reduced in proportion to the reduction in square feet of the Premises. All compensation awarded for such taking or conveyance shall be divided between Landlord and Tenant as their interests may appear.

14. Assignment and Subletting. Except as noted below, Tenant will not assign, transfer, mortgage or otherwise encumber this lease or the Premises, or sublet the Premises, or any part thereof without obtaining the prior written consent of Landlord, which consent will not be unreasonably withheld, nor shall any assignment or transfer of this lease or the right of occupancy hereunder be effectuated by operation of law or otherwise without the prior written consent of Landlord, which consent will not be unreasonably withheld. The consent by Landlord to any assignment or subletting shall not be construed as a waiver or release of Tenant from the terms of any covenant or obligation under this lease, nor shall the collection or acceptance of rent from any such assignee, subtenant or occupant constitute a waiver or release of Tenant of any covenant or obligation contained in this lease, nor shall any assignment or subletting be construed to relieve any tenant hereunder from obtaining the consent in writing of Landlord to any further assignment or subletting.

15. Subordination and Attornment. This lease is subject and subordinate to the lien of any and all mortgages which may now or hereafter encumber or otherwise affect the Center or the Premises and to all and any renewals, extensions, modifications, assignments or refinancings thereof provided that such mortgagee agrees that so long as Tenant is not in default under this lease, Tenant shall not be disturbed in its possession under this lease. In confirmation of such subordination, Tenant shall, at Landlord's request, promptly execute any requisite or appropriate certificate or other document. Tenant agrees that in the event that any proceedings are brought for the foreclosure of any such mortgage, Tenant shall attend to the purchaser at such foreclosure sale, if requested to do so by such purchaser, and to recognize such purchaser as the Landlord under this lease.

16. Default. The occurrence of any one or more of the following events shall be a default and breach of this lease by Tenant:

- A. Tenant shall fail to pay any monthly installment of rent or any other money due hereunder within five (5) days after written notice that the same is due and payable.
- B. Tenant shall fail to perform or observe any terms, conditions, covenants or obligations required to be performed or observed by it under this lease for a period of thirty (30) days after written notice thereof from

Government Forms and Supplies E21104628XV

It is the intent of the parties to this lease that the premises shall be used for the purposes set forth in the lease and that the premises shall not be used for any other purpose without the written consent of the landlord.

The premises shall be used for the purposes set forth in the lease and shall not be used for any other purpose without the written consent of the landlord. The premises shall be used for the purposes set forth in the lease and shall not be used for any other purpose without the written consent of the landlord.

The premises shall be used for the purposes set forth in the lease and shall not be used for any other purpose without the written consent of the landlord. The premises shall be used for the purposes set forth in the lease and shall not be used for any other purpose without the written consent of the landlord.

Madison County, Ohio
April 5, 2020
Linda M. Smith

Witness to the signature of the landlord

Madison County, Ohio
April 5, 2020
Linda M. Smith

Witness to the signature of the tenant

Madison County, Ohio
April 5, 2020
Linda M. Smith

The premises shall be used for the purposes set forth in the lease and shall not be used for any other purpose without the written consent of the landlord. The premises shall be used for the purposes set forth in the lease and shall not be used for any other purpose without the written consent of the landlord.

The premises shall be used for the purposes set forth in the lease and shall not be used for any other purpose without the written consent of the landlord. The premises shall be used for the purposes set forth in the lease and shall not be used for any other purpose without the written consent of the landlord.

mortgages, underlying leases or other matters of record to which this Lease is or may become subject.

G. **The Common Areas.** The term "Common Areas" refers to the area of the Center and the land which are designed for use in common by all tenants of the center and their respective employees, agents, patrons, customers, invitees and others, and includes, by way of illustration and not limitation, sidewalks parking lots, driveways, landscaped areas and other areas as may be designated as part of the Common Areas of the Center. The lease of the Premises shall include the non-exclusive right to use the Common Areas in common with and subject to the rights of other tenants in the Center.

H. **Entry by the Landlord.** Upon twenty-four (24) hours advance written notice to Tenant, the Landlord and its duly authorized representatives shall have the right to enter the Leased Premises at all reasonable times for the purpose of:

- I) Inspecting the condition of same and making such repairs, alterations, additions or improvements thereto as it may deem necessary or desirable, and
- II) exhibiting the same to persons who may wish to purchase or lease the same, and, during the last six (6) months of the term of the lease, placing reasonable signs on the Leased Premises, offering the same or any part thereof for sale or rent.

Additionally, the Landlord shall have an immediate right of entry, without notice to the Tenant, under emergency circumstances.

I. **Time of the Essence.** Time is of the essence in doing performance and observation of each and every term, covenant and condition of this lease by both the Landlord and the Tenant.

J. **Captions.** The captions of the several sections of this lease are not a part of the context hereof and shall be ignored in construing this lease. They are intended only as aids in locating and reading the various provisions hereof.

K. **Complete Agreement Amendments.** This Lease, including the Exhibit, constitutes the entire agreement between the parties hereto; it supersedes all previous understandings and agreements between the parties, if any, and no oral or implied representation or understandings shall vary its terms, and it may not be amended except by written instrument executed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the day and year noted below.

Date of Execution: 4-5-2020

ACKNOWLEDGMENT

COUNTY OF MADISON

BE IT REMEMBERED, that on the _____ day of _____, 2022, before me a Notary Public in and for said State, personally appeared _____, the _____ of the Tenant in the foregoing Lease, who acknowledged that the signing thereof was his/her free and voluntary act and deed for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed by official seal on the day and year aforesaid.

Notary Public

TENANT:
Madison County London City Health District


By: _____
Name: _____
Title: _____

BE IT REMEMBERED, that on the _____ day of _____, 2022, before me a Notary Public in and for said State, personally appeared _____, the _____ of the Landlord in the foregoing Lease, who acknowledged that the signing thereof was his/her free and voluntary act and deed for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed by official seal on the day and year aforesaid.

Notary Public

LANDLORD:
Madison County Commissioners


Name: Chris Wallace
Title: County Commissioner

Following a second from Dr. Xenikis the result of the roll call was: Mr. Wallace, yes, Mr. Forrest, yes, and Dr. Xenikis, yes

Subject: Proclamation – Accepted – Child Abuse Prevention Month

Mr. Forrest moved to accept the Proclamation for April 2022 as Child Abuse Prevention Month.

Proclamation

April 5th, 2022

Whereas, the public cares deeply about child abuse, and preventing child abuse and neglect is a community problem that depends on involvement among people throughout the community;

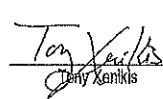
Whereas, child abuse and neglect not only directly harms children, but also increases the likelihood of long term physical and mental health problems, alcohol and substance abuse, continued family violence and criminal behavior;

Whereas, child maltreatment often occurs when people find themselves in stressful situations, without community resources, and don't know how to cope;

Whereas, child abuse and neglect can be reduced by making sure each family has the support they need in raising their children in a safe, nurturing environment;

Whereas, effective child abuse prevention programs succeed because of partnerships created among social services agencies, schools, faith communities, civic organizations, law enforcement agencies, and the business community;

Therefore, we do hereby proclaim April as Child Abuse Prevention Month and call upon all citizens, community agencies, faith based groups, medical facilities, and businesses to increase their participation in our efforts to support families, thereby preventing child abuse and strengthening families and the community in which we live.


Tony Xenikis


Chris Wallace


Mark Forrest

Following a second from Dr. Xenikis the result of the roll call was: Mr. Wallace, yes, Mr. Forrest, yes, and Dr. Xenikis, yes

Subject: Resolution – Approved – Local Agricultural Easement Purchase Program (LAEPP)

Mr. Forrest moved per the recommendation of Julia Cumming, Soil & Water Administrator, to approve the resolution for the land owners that are applying for the LAEPP Program.

Local Agricultural Easement Purchase Program
Local Application Deadline: March 18, 2022

At a regular meeting of the Madison County Commissioners, for the properties of:

Landowner Last Name	Acres
Sunny Lanes Farm	84.237
Sunny Lanes Farm 2	50.763
Fisher	176.467
Fisher 2	343.112
Hudson	152.020
Philippi II	90.192
Sheridan	81.850

2022 APR - 5 11:13 AM

Madison County, Ohio, on the 5th day of April, 2022 in regular session with the following members present: Mark Forrest, Tony Xenikis and Chris Wallace. Mark Forrest moved for adoption of the following Resolution:

WHEREAS: On April 5, 2022 the Madison County Commissioners received a request from the landowners for support of their application to the State for purchase of an agricultural easement on their properties (above)

WHEREAS: The Madison County Commissioners have reviewed this request for support and determined that the nomination of the property for purchase of an agricultural easement is compatible with the long-range goals of the Madison County area regarding farmland preservation, and agrees to co-hold, monitor and enforce the terms of the easement, and

WHEREAS: The Madison County Commissioners has a commitment of funds pending obligation from the Ohio Department of Agriculture and

WHEREAS: The landowners commit to donate at least 25% of the agricultural easement value and has agreed to submit an application for matching funds to the Natural Resource Conservation Service, if eligible;

NOW THEREFORE BE IT RESOLVED BY THE MADISON COUNTY BOARD OF COMMISSIONERS AS FOLLOWS:

- 1) That the Madison County Commissioners hereby support the request for nomination of the property for purchase of an agricultural easement.
- 2) That the Clerk is hereby directed to transmit certified and sealed copies of this resolution to the applicant and the farmland preservation office.

Dr. Tony Xenikis seconded the motion and the roll was called. The vote was as follows:

Name	Vote
Commissioner Forrest	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Commissioner Xenikis	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Commissioner Wallace	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>

Chairman
I, Kate Wiseman, the duly qualified and acting Clerk of the Board of Madison County Commissioners, located in Madison County, Ohio, do hereby certify that the foregoing is a true and complete copy of certain proceedings taken by the Madison County Commissioners of said Madison County, Ohio at a regular meeting held on the 5th day of April, 2022.

Kate Wiseman
Kate Wiseman, Clerk of the Board

Following a second from Dr. Xenikis the result of the roll call was: Mr. Wallace, yes, Mr. Forrest, yes, and Dr. Xenikis, yes

Subject: Resolution – Approved – LAEPP

Mr. Forrest moved per the recommendation of Julia Cumming, Soil & Water Administrator, to approve a resolution requesting to roll back \$89,800 from the 2022 LAEPP. The purpose is to make a full offer on Mace 2020 LAEPP. This will reduce the 2022 LAEPP allocation to \$194,434.00. The advantage is the ability to use all of the funds that was allocated in 2020 as well as a quicker process to closing.

Following a second from Dr. Xenikis the result of the roll call was: Mr. Wallace, yes, Mr. Forrest, yes, and Dr. Xenikis, yes.

Subject: Resolution – Approved – LAEPP

Mr. Forrest moved per the recommendation of Julia Cumming, Soil & Water Administrator, to approve a resolution requesting to except to allow the purchase of two easements from the same landowner in the event there is funding available after making offers on all the non – repeating applications in 2022 LAEPP.

*Note – The \$450,000.00 funding that was obligated for Diane Furbee's parcel prior to sending a notice letter to Mast, Mace, and Fisher. (Furbee is waiting for approval from Internal Control.)

Following a second from Dr. Xenikis the result of the roll call was: Mr. Wallace, yes, Mr. Forrest, yes, and Dr. Xenikis, yes.

Subject: Resolution – Approved – Prosecutor Office Chair

Mr. Forrest moved to allow the sale of the office chair to Lindsay Christian, Victim's Advocate, that she is currently using.

Following a second from Dr. Xenikis the result of the roll call was: Mr. Wallace, yes, Mr. Forrest, yes, and Dr. Xenikis, yes.

Subject: Resolution – Approved – Executive Session

Mr. Forrest moved to enter into executive session at 9:16 a.m. to discuss economic development and sell of a property.

Following a second from Dr. Xenikis the result of the roll call was: Mr. Wallace, yes, Mr. Forrest, yes, and Dr. Xenikis, yes.
This session concluded at 9:44 a.m. No action was taken.

Subject: Board Appointments – Approved – Port Authority

Mr. Forrest moved to approve to recommend: Chris Wallace, County Commissioner, Ray Martin, Mayor of West Jefferson, Scott Sims, Sims Construction, Steve Hermiller, Mannik and Smith, and Steve Lelonek, TSB, to be appointed to the Madison County Port Authority Board.

Proposed MCG Port Authority Board Members –
Chris Wallace, County Commissioner
Ray Martin, Mayor of West Jefferson
Scott Sims, Sims Construction
Steve Hermiller, Mannik and Smith
Steve Lelonek, TSB

Next Steps
Have a first meeting in April 2022
Review and approve bylaws
Determine Legal Counsel –
Trucker and Echter, Y&R and Equine Practice Offices will be considered based on discussions with other PAs

APR 5 2022

Following a second from Dr. Xenikis the result of the roll call was: Mr. Wallace, yes, Mr. Forrest, yes, and Dr. Xenikis, yes.

Subject: Annexation – West Jefferson Hearing

The hearing for the West Jefferson Annexation took place on April 5, 2022 at 11:00 a.m.

Those Present

MADISON COUNTY COMMISSIONERS
Village of West Jefferson Annexation 43.674+ Acres More/Less
April 5, 2022 - 11:00 a.m.

- 1. Tom Feller
- 2. Yvonne Stokes
- 3. Dawn Packer
- 4. Linda O'Reilly
- 5. Michael J O'Reilly
- 6. Bob Slava
- 7. Chas Williams
- 8. Greg Kowalski
- 9. John Stewart
- 10. John Stewart
- 11. _____
- 12. _____
- 13. _____
- 14. _____
- 15. _____
- 16. _____
- 17. _____
- 18. _____
- 19. _____
- 20. _____
- 21. _____
- 22. _____
- 23. _____

Subject: Annexation – Approved – West Jefferson

Mr. Forrest moved to approve the type 2 annexation of 43.674+ acres from Jefferson Township to the Village of West Jefferson.

Petition

RECEIVED
MADISON COUNTY COMMISSIONERS
VILLAGE OF WEST JEFFERSON
APRIL 14 2022

RECEIVED
MADISON COUNTY COMMISSIONERS
VILLAGE OF WEST JEFFERSON
APRIL 14 2022

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APRIL 14 2022

RECEIVED
MADISON COUNTY COMMISSIONERS
VILLAGE OF WEST JEFFERSON
APRIL 14 2022

Memorandum of Trust
(O.R.C. 6301.155)

1. The following Trust is the subject of this Memorandum:
David W. Spegal and Amy M. Spegal, Trustees of the Spegal 2014 Revocable Family Trust, dated October 7, 2014
2. The names and addresses of the Grantors and Trustees of the Trust are as follows:
David W. Spegal Amy M. Spegal
3163 Olds Run Road 3163 Olds Run Road
West Jefferson, OH 43162 West Jefferson, OH 43162
3. The Trust was executed on October 7, 2014.
4. Pursuant to O.R.C. Section 5301.25(A)(2)(c), the powers specified in the Trust relative to the acquisition, sale, or encumbering of real property by the trustee(s) or the conveyance of real property by the trustee(s), and any conditions upon those powers, are as follows:
To sell, lease, divide or partition, improve or develop any real estate; to construct, alter or repair buildings or structures; to settle boundary lines; to grant easements and other rights affecting real estate; to partition and to join with co-owners and others in dealing with real estate; to lease real estate for such term and upon such provisions as the Trustee considers advisable even though the term of the lease extends beyond the termination of any trust; to generally deal with real estate in any manner and for such purposes as the Trustee considers advisable; to permit any beneficially to convey any real property forming part of the Trust Estate upon such terms as the Trustee shall consider advisable.

RECEIVED
MADISON COUNTY COMMISSIONERS
VILLAGE OF WEST JEFFERSON
APRIL 14 2022

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APRIL 14 2022

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whether rent free, in consideration of the payment of taxes, insurance, maintenance and ordinary repairs, or otherwise;

To borrow, in the name of any trust, such sums for such periods and on such terms as the Trustee considers advisable (including the right to borrow from a corporate Trustee or an affiliate of a corporate Trustee); to secure any such loan by deed of trust, mortgage or pledge; no lender shall be bound to see to or be liable for the application of the proceeds of any such loan; unless otherwise expressly agreed, the Trustee shall not be personally liable for any such loan, but each such loan shall be payable only out of assets of the affected trust.

5. This Memorandum of Trust was executed in Columbus, Ohio, on October 7, 2014.

WITNESSES:

[Signature]
Witness: Phillip G. Lilly

[Signature]
David W. Spegal, Grantor and Trustee

[Signature]
Witness: Michael R. Ebner

[Signature]
Amy M. Spegal, Grantor and Trustee

STATE OF OHIO :
COUNTY OF FRANKLIN : ss,

The foregoing Memorandum of Trust was acknowledged before me on October 7, 2014, by David W. Spegal and Amy M. Spegal as Grantors and Trustees.



PHILIP G. LILLY
Notary Public
My Commission Expires 07/01/17
P.O. #176380

WITNESS my hand and official seal.
[Signature]
Notary Public
My Commission Expires: Lifetime

When Executed Return to:
Phillip G. Lilly, Esq.
Byrker & Lilly, LLC
100 E. Broad Street, Suite 2320
Columbus, OH 43215
Tel: (614) 469-4778

When Executed Return to:
Phillip G. Lilly, Esq.
Byrker & Lilly, LLC
100 E. Broad Street, Suite 2320
Columbus, OH 43215
Tel: (614) 469-4778

RECEIVED

FEB 10 2022

BY: *[Signature]*

Property Owners

<p>Tim Forest Inc 165 Filadelfia Road Westbrook, MA 01581 01-60007000</p>	<p>Sky Ranch Properties LLC 9331 West Road Street Columbus, OH 43119 01-60007000</p>	<p>Life In Chain Fellowship Inc 500 SR 142 NE P.O. Box 52 West Jefferson, OH 43162 01-60007001</p>
<p>Rayco Corp & Rocco Investment Co R R O 1400 Delta Road Columbus, OH 43215 01-60007000</p>	<p>Harold L. Castle Jr 505 Gooden Road West Jefferson, OH 43162 01-60007000</p>	<p>James D Lombard 2641 US Highway 40 West Jefferson, OH 43162 01-60007000</p>
<p>Dana E Scott 2500 US Highway 40 West Jefferson, OH 43162 01-60007000</p>	<p>Bethle Mowald Institute 505 King Avenue Columbus, OH 43201 01-60007000</p>	<p>State of Ohio Depart of Natural Resources 2845 Moses Road, Bldg. C-4 Columbus, OH 43229 01-60007001</p>
<p>Thomas R Fahn 310 SR 142 NE West Jefferson, OH 43162 01-60007000</p>	<p>Richard M Lechly 360 SR 142 NE West Jefferson, OH 43162 01-60007000</p>	<p>Larry W Kell 310 SR 142 NE West Jefferson, OH 43162 01-60007000</p>
<p>Dana Jean Fickro 310 SR 142 NE West Jefferson, OH 43162 01-60007000</p>	<p>Donna M Molesty-Byers 250 SR 142 NE West Jefferson, OH 43162 01-60007000</p>	<p>William D Anders 250 SR 142 NE West Jefferson, OH 43162 01-60007000</p>
<p>Donald W Kappas 250 SR 142 NE West Jefferson, OH 43162 01-60007000</p>	<p>Charles M Clifton 720 State Route 142 NE West Jefferson, OH 43162 01-60007000</p>	<p>Al Schmeidler 200 SR 142 NE West Jefferson, OH 43162 01-60007000</p>
<p>John R Eckman 264 Lilly Chapel Road West Jefferson, OH 43162 01-60007000</p>	<p>Edward B Yates 140 SR 142 NE West Jefferson, OH 43162 01-60007000</p>	<p>Nancy M Hunsberry 120 SR 142 NE West Jefferson, OH 43162 01-60007000</p>
<p>Michael J O'Reilly 100 SR 142 NE West Jefferson, OH 43162 01-60007000</p>		

newood-westjefferson-arc.com (60)
(614)971-5355 ext 133-40701

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FEB 16 2022

BY: 

Government Forms and Supplies 821044810V

Survey

43-674-001

RESIDUAL TRACT SURVEY

Be it remembered that on this 1st day of March 2022, the following was filed for record in the office of the County Recorder of Madison County, Ohio, a certain plat of a Survey of a certain tract of land...

WHEREAS the said tract of land was first surveyed and divided into several tracts by the said Edmund H. Yates and Levi L. Yates by the instrument filed as Official Record volume 341, page 2333 and Official Record volume 269, page 514, the westerly line of that 0.502 acre tract as conveyed to Nancy M. Hanrahey by the instrument filed as Official Record volume 351, page 2693 and Deed Book volume 270, page 173, and the westerly line of that 0.674 acre tract as conveyed to Michael J. O'Reilly and Linda D. O'Reilly, Trustees, or Heir/His/Their Successor(s), of The Michael J. O'Reilly and Linda D. O'Reilly Revocable Trust Agreement Dated November 14, 2008 by the instrument filed as Official Record volume 346, page 1816, South 03 degrees 58 minutes 27 seconds East for a distance of 1638.34 feet to a 36" iron pipe found, (passing various iron pipes on line), said pipe being at a northeast corner of the said 43.674 acre remainder tract, the southwest corner of the said 0.674 acre tract;

There is also a portion of the said 0.674 acre tract that is the southerly line of the said 0.674 acre tract, North 83 degrees 35 minutes 43 seconds East for a distance of 175.50 feet to a 5/8" iron pin found at a northeast corner of the said 43.674 acre remainder tract, the southeast corner of the said 0.674 acre tract, the southwest corner of that 0.143 acre right-of-way parcel known as 21-WD as conveyed to State of Ohio, Department of Transportation by the instrument filed as Official Record volume 240, page 878, being the northeast corner of that 1.424 acre right-of-way parcel known as 11-WD as conveyed to State of Ohio, Department of Transportation by the instrument filed as Official Record volume 260, page 1645, and being on the existing westerly right-of-way line of the said State Route 142;

There is also a portion of the said 0.674 acre remainder tract, the westerly line of the said 11-WD parcel, and the said existing westerly right-of-way line of State Route 142, South 03 degrees 58 minutes 41 seconds East for a distance of 68.26 feet to an iron pin set at an angle point in the said easterly line of the said 43.674 acre remainder tract, the westerly line of the said 11-WD parcel, and the said existing westerly right-of-way line of State Route 142;

There is also a portion of the said 0.674 acre remainder tract, the southerly line of the said 11-WD parcel, and the said existing southerly right-of-way line of US Route 40 (R/W varies - Public);

There is also a portion of the said 0.674 acre remainder tract, the southerly line of the said 11-WD parcel, and the said existing southerly right-of-way line of US Route 40, South 45 degrees 06 minutes 08 seconds West for a distance of 38.07 feet to an iron pin set at an angle point in the said southerly line of the said 43.674 acre remainder tract, the southerly line of the said 11-WD parcel, and in the said southerly right-of-way line of US Route 40;

There is also a portion of the said 0.674 acre remainder tract, the southerly line of the said 11-WD parcel, and the said existing southerly right-of-way line of US Route 40, South 82 degrees 13 minutes 52 seconds West for a distance of 339.94 feet to a 5/8" iron pin with aluminum cap found at a southeast corner of the said 43.674 acre remainder tract, the northwest corner of the said 11-WD parcel;

There is also a portion of the said 0.674 acre remainder tract, the southerly line of the said 11-WD parcel, and the said existing southerly right-of-way line of US Route 40, South 06 degrees 30 minutes 26 seconds East for a distance of 90.00 feet to a flag nail set at a southeast corner of the said 43.674 acre remainder tract, at the southwest corner of the said 11-WD parcel, and being on the historic realignment of the south line of US Route 40;

There is also a portion of the said 0.674 acre remainder tract and along the said historic centerline of the south line of US Route 40, South 83 degrees 29 minutes 04 seconds West for a distance of 221.25 feet to a flag nail set at a southwest corner of the said 43.674 acre remainder tract and at the southeast corner of that 6.924 acre tract as conveyed to Dawn E. Scott and Robert A. Scott by the instrument filed as Official Record volume 367, page 739;

There is also a portion of the said 0.674 acre remainder tract and the easterly line of the said 6.924 acre tract, North 00 degrees 43 minutes 06 seconds East for a distance of 353.25 feet to an iron pin set at an angle point;

page 668, the westerly line of that 0.502 acre tract as conveyed to Edmund H. Yates and Levi L. Yates by the instrument filed as Official Record volume 341, page 2333 and Official Record volume 269, page 514, the westerly line of that 0.502 acre tract as conveyed to Nancy M. Hanrahey by the instrument filed as Official Record volume 351, page 2693 and Deed Book volume 270, page 173, and the westerly line of that 0.674 acre tract as conveyed to Michael J. O'Reilly and Linda D. O'Reilly, Trustees, or Heir/His/Their Successor(s), of The Michael J. O'Reilly and Linda D. O'Reilly Revocable Trust Agreement Dated November 14, 2008 by the instrument filed as Official Record volume 346, page 1816, South 03 degrees 58 minutes 27 seconds East for a distance of 1638.34 feet to a 36" iron pipe found, (passing various iron pipes on line), said pipe being at a northeast corner of the said 43.674 acre remainder tract, the southwest corner of the said 0.674 acre tract;

There is also a portion of the said 0.674 acre tract that is the southerly line of the said 0.674 acre tract, North 83 degrees 35 minutes 43 seconds East for a distance of 175.50 feet to a 5/8" iron pin found at a northeast corner of the said 43.674 acre remainder tract, the southeast corner of the said 0.674 acre tract, the southwest corner of that 0.143 acre right-of-way parcel known as 21-WD as conveyed to State of Ohio, Department of Transportation by the instrument filed as Official Record volume 240, page 878, being the northeast corner of that 1.424 acre right-of-way parcel known as 11-WD as conveyed to State of Ohio, Department of Transportation by the instrument filed as Official Record volume 260, page 1645, and being on the existing westerly right-of-way line of the said State Route 142;

There is also a portion of the said 0.674 acre remainder tract, the westerly line of the said 11-WD parcel, and the said existing westerly right-of-way line of State Route 142, South 03 degrees 58 minutes 41 seconds East for a distance of 68.26 feet to an iron pin set at an angle point in the said easterly line of the said 43.674 acre remainder tract, the westerly line of the said 11-WD parcel, and the said existing westerly right-of-way line of State Route 142;

There is also a portion of the said 0.674 acre remainder tract, the southerly line of the said 11-WD parcel, and the said existing southerly right-of-way line of US Route 40 (R/W varies - Public);

There is also a portion of the said 0.674 acre remainder tract, the southerly line of the said 11-WD parcel, and the said existing southerly right-of-way line of US Route 40, South 45 degrees 06 minutes 08 seconds West for a distance of 38.07 feet to an iron pin set at an angle point in the said southerly line of the said 43.674 acre remainder tract, the southerly line of the said 11-WD parcel, and in the said southerly right-of-way line of US Route 40;

There is also a portion of the said 0.674 acre remainder tract, the southerly line of the said 11-WD parcel, and the said existing southerly right-of-way line of US Route 40, South 82 degrees 13 minutes 52 seconds West for a distance of 339.94 feet to a 5/8" iron pin with aluminum cap found at a southeast corner of the said 43.674 acre remainder tract, the northwest corner of the said 11-WD parcel;

There is also a portion of the said 0.674 acre remainder tract, the southerly line of the said 11-WD parcel, and the said existing southerly right-of-way line of US Route 40, South 06 degrees 30 minutes 26 seconds East for a distance of 90.00 feet to a flag nail set at a southeast corner of the said 43.674 acre remainder tract, at the southwest corner of the said 11-WD parcel, and being on the historic realignment of the south line of US Route 40;

There is also a portion of the said 0.674 acre remainder tract and along the said historic centerline of the south line of US Route 40, South 83 degrees 29 minutes 04 seconds West for a distance of 221.25 feet to a flag nail set at a southwest corner of the said 43.674 acre remainder tract and at the southeast corner of that 6.924 acre tract as conveyed to Dawn E. Scott and Robert A. Scott by the instrument filed as Official Record volume 367, page 739;

There is also a portion of the said 0.674 acre remainder tract and the easterly line of the said 6.924 acre tract, North 00 degrees 43 minutes 06 seconds East for a distance of 353.25 feet to an iron pin set at an angle point;

Thence continuing along the said westerly line of that 43.674 acre tract, the said westerly line of that 639.64 acre tract, and along the easterly line of that 53.600 acre tract as conveyed to State of Ohio, Department of Natural Resources by the instrument filed as Official Record volume 134, page 618, North 31 degrees 03 minutes 05 seconds West for a distance of 1626.15 feet to a point being referenced by a 5/8" iron pin with cap that reads "Cetwill 5858" found bearing South 54 degrees 44 minutes 52 seconds West at a distance of 0.24 feet, (passing a 5/8" iron pin with cap that reads "Chapman 85 01 40" at a distance of 832.04 feet, said point being a northwest corner of the said 43.674 acre tract and being the southwest corner of the said 20.6624 acre tract;

Thence along a westerly line of the said 43.674 acre tract and the southerly line of the said 20.6624 acre tract, North 54 degrees 44 minutes 52 seconds East for a distance of 959.86 feet to a 5/8" iron pin with cap that reads "Cetwill 5858" found at an angle point in the said westerly line of the 43.674 acre remainder tract and in the said southerly line of that 20.6624 acre tract;

Thence continuing along the last said line, North 63 degrees 59 minutes 38 seconds East for a distance of 654.64 feet, passing a 5/8" iron pin with cap that reads "Cetwill 5858" at a distance of 624.14 feet to the TRUE POINT OF BEGINNING of the parcel herein described.

The above description contains a total of 43.674 acres, (including 0.740 acres in P.R.O.) all of which is located within Madison County Auditor's Parcel Number 68-40932.000.

Prior instrument of record as of this writing recorded in Official Record volume 301, page 568 in the records of Madison County.

The basis of bearing for this description are based on North 83 degrees 19 minutes 34 seconds East for the centerline of right-of-way for US Route 40, measured from Grid North, referenced to the Ohio State Plane Coordinate System (South Zone) and the North American Datum of 1983 (2011 Adjustment), as established utilizing a GPS survey and an NGS OPUS solution.

Where described, iron pin set are 5/8" color, 3/4" long, with cap stamped "ANSI, PS 8438".

This description was prepared under the direction of Brian P. Bingham, Ohio Registered Professional Surveyor number 8438, and is based on an actual field survey conducted by American Structurepoint, Inc. on September 9, 2019 under his direct supervision and in true and correct to the best of my knowledge and belief.

American Structurepoint, Inc.

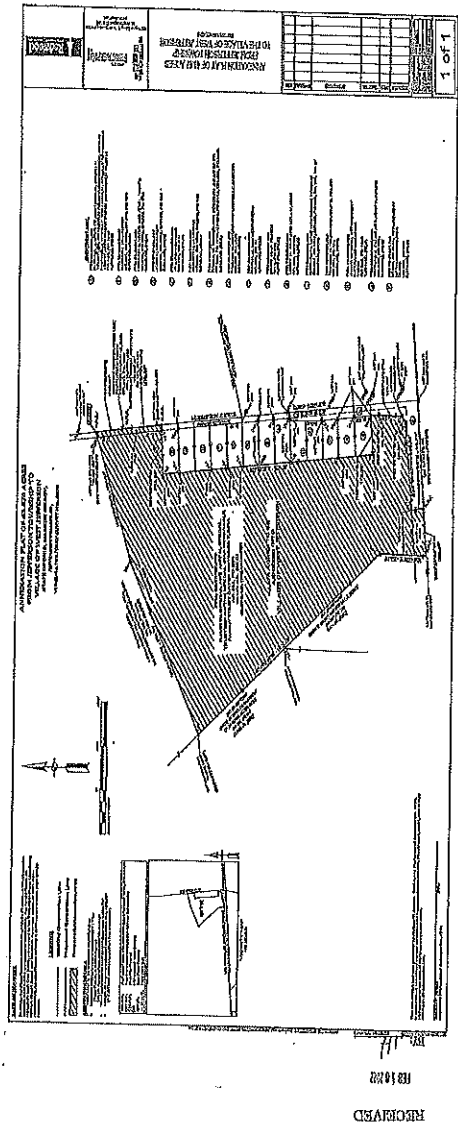
B.P. Bingham
 Brian P. Bingham
 Registered Professional Surveyor No. 8438

1/4/2022
 Date



Government Forms and Supplies E210452K7

Map



Following a second from Dr. Xenikis the result of the roll call was: Mr. Wallace, yes, Mr. Forrest, yes, and Dr. Xenikis, yes.

Subject: Credit Card Policy – Adoption – Amendment

Mr. Forrest moved to approve to adopt that the Madison County Board of Commissioners amend the current procurement credit card policy and procedures to correct the typo errors.

Following a second from Dr. Xenikis the result of the roll call was: Mr. Wallace, yes, Mr. Forrest, yes, and Dr. Xenikis, yes.

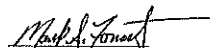
Subject: Meeting – Approved – Treasurer


Mr. Forrest moved per the request of Stacey McKenzie, Treasurer, to approve the required meeting request in compliance with ORC: 325.20 for the following:

Stacey McKenzie – to “Land Bank Conference” in Cleveland, Ohio, April 27 – 29 - 2022. Cost \$600.00.

Following a second from Dr. Xenikis the result of the roll call was: Mr. Wallace, yes, Mr. Forrest, yes, and Dr. Xenikis, yes.


Chris Wallace


Mark Forrest


Dr. Tony Xenikis

ATTEST: Kate Wadman