
REGULAR SESSION APRIL 20, 2022

This day the Board of Morrow County Commissioners met in their office at 80 North Walnut St., Ste. A, Mt. Gilead, Ohio with the following members present: Mr. Abraham, Mr. Whiston and Mr. Siegfried.

Public in attendance: Cheryl Sumner, Nick Gerasimof, Teresa Fox, Donna Carver, Sarah Robson, Connie Sharrock, Pam Wise, Sarah Cleveland (w/children), Andy Ware, Julie Wick and Mike Goff.

The meeting was opened with prayer and pledge of allegiance to the flag, and then called to order by Mr. Siegfried, 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 APRIL 18, 2022: 22-R-347**

Mr. Abraham made a motion to approve the minutes of regular session of April 18, 2022, as recorded in the Commissioners Journal # 49.

Mr. Whiston duly seconded this motion

Roll Call Vote: ..,Mr. Whiston..., "yea" ..,Mr. Abraham..., "yea" .., Mr. Siegfried.., "yea"

**IN THE MATTER OF
APPROVAL OF BILLS FOR PAYMENT: 22-R-348**

Mr. Siegfried made a motion to approve payment of bills numbered 1 through 49 submitted by the Morrow County Auditor's office.

Mr. Abraham duly seconded this motion

Roll Call Vote: ..,Mr. Whiston..., "yea" ..,Mr. Abraham..., "yea" .., Mr. Siegfried.., "yea"

**IN THE MATTER OF
PAY-INS: 22-R-349**

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

Receipt Batch #2561 Payments received from Chesterville customers for sewer fund 5159 \$665.00
Payments received from Johnsville customers for sewer fund 5100 \$180.00
Payments received from Ketterman customers for sewer fund 5121 \$274.40
Payments received from Somoco customers for sewer fund 5110 \$1,160.40

Receipt Batch #2565 Payments received from Chesterville customers for sewer fund 5159 \$4,433.36
Payments received from Johnsville customers for sewer fund 5100 \$513.00
Payments received from Ketterman customers for sewer fund 5121 \$168.00
Payments received from Somoco customers for sewer fund 5110 \$2,749.40

Receipt# 221039 Payment from Inmate Calling Solutions for February 2022 inmate phone commissary Sheriff portion 2901-1020-420204 \$2,642.27, General Fund portion 1000-1020-420204 \$466.28

Receipt# 221044 Payment from Businessolver for COBRA payment April 2022 7222-7777-740100 \$879.00

Receipt# 221048 Payment from Clerk of Court for reimbursement of storage costs for 2021 1000-1020-420250 \$2,306.61

Receipt# 221049 Payment from CORSA for Engineer repair of a Case Loader 2202-1020-420250 \$45,948.40

**IN THE MATTER OF
APPROPRIATION OF UNAPPROPRIATED CERTIFIED MONIES – CAPITAL
IMPROVEMENT FUND 4111: 22-A-055**

Mr. Whiston made a motion to appropriate from the unappropriated certified monies to the following account for the Courthouse Parking lot paving project:

| | | |
|------------------|-----------------------------------|-------------|
| 4111-0118-550739 | Courthouse – Improvement of Sites | \$34,740.00 |
|------------------|-----------------------------------|-------------|

Mr. Abraham duly seconded this motion.

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

**IN THE MATTER OF
APPROPRIATION OF UNAPPROPRIATED CERTIFIED MONIES – GENERAL FUND,
RECORDER: 22-A-056**

Mr. Siegfried made a motion to appropriate from the unappropriated certified monies to the following account for the Recorder’s backscanning project:

| | | |
|------------------|------------------------------|--------------|
| 1000-4220-550740 | Equipment/Computer/Furniture | \$179,230.00 |
|------------------|------------------------------|--------------|

Mr. Whiston duly seconded this motion.

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

**IN THE MATTER OF
TRANSFER OF FUNDS – ENGINEER’S FUND 2202: 22-T-034**

At the request of Bart Dennison, Morrow County Engineer, a motion was made by Mr. Abraham to approve the following transfer of funds:

**Reason – to pay for stone

From 2202-2202-540441 Asphalt/Paving to 2202-2202-540442 Stone in the amount of \$60,000.00

Mr. Siegfried duly seconded this motion.

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

**IN THE MATTER OF
APPROVAL TO ADVERTISE NOTICE FOR PUBLIC HEARING CONCERNING MORROW
COUNTY ZONING MAP AMENDMENTS: 22-R-350**

WHEREAS, the Morrow County Zoning Commission held a public hearing on April 11, 2022 and voted with motion passing with 3 yea votes and 1 abstaining to approve the zoning map amendments listed below; and

Parcel# A01-001-00-346-00, 28.16 acres changing the front 1.442 acres along the road from Agriculture to C-1 Commercial, and the remaining 26.718 acres from Agriculture to R-3 Residential.

Parcel# A01-001-00-345-00 2.02 Acres changing from Industrial to C-1 Commercial

WHEREAS, the Morrow County Regional Planning Commission has also reviewed the proposed zoning map amendments and voted unanimously to recommend approval;

WHEREAS, the proposed amendments were forwarded to the Morrow County Commissioners on April 19, 2022;

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. Abraham made a motion to hold a public hearing on May 9, 2022 at 10:00 a.m. in the Morrow County Commissioners’ Hearing Room, 80 N. Walnut Street, Mt. Gilead, Ohio 43338 as required by law, and to advertise a public notice on the Morrow County website and the Morrow County Sentinel on April 27, 2022.

Mr. Siegfried duly seconded this motion.

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

**IN THE MATTER OF
APPROVAL TO RECESS SESSION: 22-R-351**

Mr. Abraham made a motion to recess session at 9:37 a.m.

Mr. Whiston duly seconded this motion.

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

**IN THE MATTER OF
APPROVAL TO RETURN TO REGULAR SESSION: 22-R-352**

Mr. Siegfried made a motion to return to regular session at 2:17 p.m.

Mr. Abraham duly seconded this motion.

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

**IN THE MATTER OF
APPROVAL OF STANDARD AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN MORROW COUNTY BOARD OF COMMISSIONERS AND CRAWFORD,
MURPHY & TILLY, INC FOR ENGINEERING SERVICES AT THE MORROW COUNTY
AIRPORT AND APPROVAL FOR CHAIRMAN TO SIGN: 22-R-353**

Mr. Whiston made a motion to approve the following agreement for engineering services at the Morrow County Airport and approval for Chairman Timothy R. Siegfried to sign:

2022 STANDARD AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT made between Morrow County Board of Commissioners, whose address is 80 N. Walnut St – Suite A, Mt. Gilead 43338 hereinafter called the **CLIENT** AND Crawford, Murphy & Tilly, Inc., Consulting Engineers, 2750 West Washington Street, Springfield, Illinois 62702, hereinafter called the **ENGINEER**.

WITNESSETH, that whereas the **CLIENT** desires the following described professional engineering, land surveying or architectural services.

Prepare Design Phase Engineering services for Obstruction Identification and Removal at the Morrow County Airport. Scope of Work includes evaluation of existing conditions in east and west approach areas, identification of tree trimming, or removal needs in accordance with current FAA design criteria. Development of bidding documents for solicitation of publicly procured bids for obstruction clearing. Work to include field observation and documentation of obstruction removal accomplished and coordination and submission of revised date in FAA’s ADIP program. Project coordination with ODOT and FAA will be accomplished.

NOW THEREFORE, the **ENGINEER**. Agrees to provide the above described services and the **CLIENT** agrees to compensate the **ENGINEER** for these services in the manner checked below:

- X On a time and expense basis in accordance with the attached Schedule of Hourly Charges which is subject to change at the beginning of each calendar year. Reimbursable direct expenses will be invoiced at cost. Professional or Subconsultant services performed by another firm will be invoiced at cost plus ten percent.

IT IS MUTUALLY AGREED THAT, payment for services rendered shall be made monthly in accordance with invoices rendered by the **ENGINEER**.

IT IS FURTHER MUTUALLY AGREED:

The cost for this work will not exceed \$450,000.00 without written authorization that is signed by an Officer of the Client, and without a corresponding change in the scope of services.

The Client and the Engineer each binds himself, his partners, successors, executors, administrators and assignees to each other party hereto in respect to all the covenants and agreements herein and except as

above, neither the CLIENT nor the ENGINEER shall assign, sublet or transfer any part of his interest in this AGREEMENT without the signed, written consent of the other party hereto. This Agreement and its construction, validity and performance, shall be governed and construed in accordance with the laws of the State of Illinois. This Agreement is subject to the General Conditions attached thereto.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals this 20th day of April, 2022.

CLIENT:

s/Timothy R. Siegfried, Commissioner

ENGINEER:

s/Greg E. Heaton, Vice President
Crawford, Murphy & Tilly, Inc.

**A complete copy of this agreement will be on file with the Morrow County Commissioner's office

Mr. Abraham duly seconded this motion.

Roll Call Vote: ..,Mr. Whiston..., "yea" ..,Mr. Abraham..., "yea" .., Mr. Siegfried., "yea"

**IN THE MATTER OF
APPROVAL OF AGREEMENT WITH SHERRI TINCH-GRETER FOR WORKFORCE
DEVELOPMENT CONSULTANT SERVICES AND APPROVAL FOR ANDY WARE
TO SIGN ON BEHALF OF THE MORROW COUNTY COMMISSIONERS: 22-R-354**

WHEREAS, on April 13, 2022, the Morrow County Commissioners received Request For Qualifications for Workforce Consultant Services and approval was given for Andy Ware, Development Director to begin negotiations with Sherri Tinch-Greter for these services; and

THEREFORE, Mr. Siegfried made a motion to approve the following agreement for Workforce Development Consultant Services and approval for Andy Ware, Development Director to sign agreement on behalf of the Morrow County Commissioners.

**OHIO
INDEPENDENT CONTRACTOR AGREEMENT**

I. The Parties. This Ohio Independent Contractor Agreement ("Agreement") is made between:

Client: Morrow County Economic Development Office with a mailing address of 80 North Walnut Street, Mount Gilead, OH 43338 ("Client"), and

Contractor: Sherri Tinch-Greter with a mailing address of P.O. Box 884, Galion, OH 44833 ("Contractor").

WHEREAS the Client intends to pay the Contractor for Services provided, effective Monday, April 18, 2022, under the following terms and conditions:

II. The Services. The Contractor agrees to perform the following:

1. Establish the workforce development tool *Hometown Opportunity*.
2. Develop a workforce development platform using the tools of set-up for *Hometown Opportunity*.
3. Integrate *Hometown Opportunity* into Morrow County High Schools.
4. Integrate *Hometown Opportunity* with local businesses and job seekers.
5. Integrate *Hometown Opportunity* with Ohio Means Jobs.

Hereinafter known as the "Services".

III. Payment. In consideration for the Services to be performed by the Contractor, the Client agrees to pay the following:

\$60,000 for the Services

Other: mileage to be reimbursed monthly at the posted Internal Revenue Service Rate

Completion shall be defined as the fulfillment of Services as described in Section II in accordance with industry standards and to the approval of the Client, not to be unreasonably withheld.

The Contractor agrees to be paid:

On a monthly basis beginning on Monday, 4/18/22 until the completion of the Services.

IV. Due Date. The Services provided by the Contractor shall:

Be completed by April 30, 2023

V. Expenses. The Contractor shall be:

*Reimbursed for the following expenses that are attributable directly to the Services performed under this Agreement:

- Mileage reimbursement for traced miles by the Internal Revenue Services Rate of 58.5 cents per mile as of 4/15/22.
- Meals or business gifts paid for business purposes from the Contractor out of pocket expenses
- Marketing expenses of the platform such as printed materials, radio advertising or promotional products and postage will be at the expense of the Economic Development Office with an agreed upon budget prior to any expenditures being made.

*The Client will be required to pay the Contractor within thirty (30) days of any Expense after receiving an itemized expense statement from the Contractor. Upon request by the Client, the Contractor may have to show any receipt(s) or proof of purchase for said Expenses(s).

VI. Liability Insurance (Minimum (\$) Amount). The Contractor agrees to bear all responsibility for the actions related to themselves and their employees or personnel under this Agreement. In addition, the Contractor agrees to obtain comprehensive liability insurance coverage in case of bodily or personal injury, property damage, contractual liability, and cross-liability ("Liability Insurance").

The minimum amount (\$) for the Liability Insurance shall:

Not have a minimum amount required

VII. Termination. This Agreement shall terminate upon the:

Date of April 28, 2023

**A complete copy of this agreement will be on file with the Morrow County Commissioner's office.

Mr. Whiston duly seconded this motion.

Roll Call Vote: ..,Mr. Whiston..., "yea" ..,Mr. Abraham..., "yea" .., Mr. Siegfried.., "yea"

**IN THE MATTER OF
APPROVAL OF AGREEMENT WITH THE MONTROSE GROUP, LLC FOR MORROW
COUNTY ECONOMIC DEVELOPMENT AND LAND USE PLAN UPDATE AND
APPROVAL FOR ANDY WARE TO SIGN ON BEHALF OF THE MORROW COUNTY
COMMISSIONERS: 22-R-355**

WHEREAS, on April 13, 2022, the Morrow County Commissioners received Request For Qualifications for Morrow County Economic Development and Land Use Plan Update and approval was given on April 18, 2022 for Andy Ware, Development Director to begin negotiations with The Montrose Group, LLC for these services; and

THEREFORE, Mr. Abraham made a motion to approve the following agreement for Morrow County Economic Development and Land Use Plan Update and approval for Andy Ware, Development Director to sign agreement on behalf of the Morrow County Commissioners.

Scope of Work. Morrow County is located on the northern most boundary of the Central Ohio region and is part of the OneColumbus regional economic development organization. Central Ohio's 11-county region represents a population of 2.23 million, a median household income of \$63,498, and a median age of 35.9. According to the U.S. Census Bureau, Morrow County has a population of 35,151, a median household income of \$61,769, and a median age of 42.2. While the county's population is one of the smallest in the Central Ohio region and it has an older median age of residents, its household income is comparable to its regional counterparts and is an affordable community to call home. From an economic perspective, Morrow County is home to global employers including Dollar Tree,

Cardington Yutaka Technologies, Lilly Industries, Inc., and Renergy which offer employment opportunities and contribute significantly to the overall tax base of the county.

Morrow County’s location along Interstate 71, and its abundance of land, creates opportunities for continued economic development success. Central Ohio’s robust economy and Morrow County’s strategic location and availability of land have prompted the Morrow County Commissioners to seek professional economic development and land use strategic planning services to conduct a Morrow County Economic Strategic Plan & Comprehensive Land Use Plan Update and prepare the community to capitalize on future economic activity.

Montrose will develop the Morrow County Economic Development Strategic Plan & Comprehensive Land Use Plan Update utilizing a Learn, Listen Do approach.

Economic Development Consulting Fees and Term. Montrose proposed a set fee of \$50,000 for Economic Development Strategic Planning Consulting Services for a term of four months. The fee will be split into three payments: \$15,000 after completion of the Learn Phase; \$15,000 after completion of the Listen Phase; and \$20,000 for completion of the Do Phase and delivery of the final strategy. The fee will be billed upon completion of each phase and is to be paid 30 days after invoice date. The agreement will commence upon signing by both parties.

**A complete copy of this agreement will be on file with the Morrow County Commissioner’s office

Mr. Siegfried duly seconded this motion.

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

**IN THE MATTER OF
APPROVAL OF AGREEMENT WITH BURGESS & NIPLE FOR OHIO BROWNFIELD AND
DEMOLITION GRANT CONSULTANT SERVICES AND APPROVAL FOR CHAIRMAN TO
SIGN: 22-R-356**

WHEREAS, on April 13, 2022, the Morrow County Commissioners received Request For Qualifications for Ohio Brownfield and Demolition Grant Consultant Services and approval was given for Andy Ware, Development Director to begin negotiations with Burgess & Niple for these services; and

THEREFORE, Mr. Abraham made a motion to approve the following agreement for Ohio Brownfield and Demolition Grant Consultant Services and approval for Chairman Timothy R. Siegfried to sign:

THIS IS AN AGREEMENT effective as of April 20, 2022 (“Effective Date”) between Morrow County Commissioners Office (Client) and Burgess & Niple, Inc. (B&N).

B&N’s Services under this Agreement are generally identified as follows:

1.01 Scope of Services

- A. B&N will address the Client in understanding the Ohio Department of Development (ODOD) Ohio Brownfield and Abandoned Gas Station (AGS) Grant funding mechanisms and details of site selection strategies, site eligibility, and funding activities.
- B. B&N will assist the Client in providing technical expertise in environmental site assessment (ESA) and remediation, in terms of developing cost estimates for assessment and remediation for inclusion in the Ohio Brownfield fund applications. We are assuming the Morrow County Development Office will be the direct applicant of record for the OH ID portal process.

Client and B&N further agree as follows:

2.01 Basic Agreement and Period of Service

- A. B&N shall complete its services within a reasonable time.

- B. If authorized by Client, or if required because of changes in the Project, B&N shall furnish services in addition to those set forth above. Client shall pay B&N for its services as set forth in Section 3 below.

3.01 Basis of Payment – Lump Sum

- A. Using the Scope of Work outlined in Section 1.01 and procedures set forth below, Client shall pay B&N as follows:
 - 1. A Lump Sum amount of \$7,500. B&N will not exceed this lump sum fee without prior written authorization from Client and will be contingent upon the availability of environmental due diligence data (Phase 1 and II Environmental Site Assessment (ESA)). This Proposal does not include performing Phase I and II ESA work, unless authorized as a change order.
 - B. The portion of the compensation amount billed monthly for B&N’s services will be based upon B&N’s estimate of the percentage of the total services completed during the billing period.
 - C. For additional services B&N will negotiate with the Client a modification to the fee.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

s/Timothy R. Siegfried, Chairman
Morrow County Commissioners

s/Tom Mignery, Vice President
Burgess & Niple, Inc.

**A complete copy of this agreement will be on file with the Morrow County Commissioner’s office

Mr. Siegfried duly seconded this motion.

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

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

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

We hereby certify the foregoing to be true and correct.

CHAIRMAN

CLERK

ASSISTANT CLERK

MORROW COUNTY COMMISSIONERS