

REGULAR SESSION FEBRUARY 13, 2023

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. Mason and Mr. Siegfried

County Staff: Jamie Brucker, Director of Operations

Public in attendance: Joe Carroll, Airport

The meeting was opened with prayer and pledge of allegiance to the flag, and then called to order by Mr. Abraham, 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 FEBRUARY 8, 2023: 23-R-120**

Mr. Mason made a motion to approve the minutes of regular session of February 8, 2023, as recorded in the Commissioners Journal # 50.

Mr. Siegfried duly seconded this motion

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

**IN THE MATTER OF
APPROVAL OF BILLS FOR PAYMENT: 23-R-121**

Mr. Abraham made a motion to approve payment of bills numbered 1 through 78 submitted by the Morrow County Auditor's office.

Mr. Mason duly seconded this motion

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

**IN THE MATTER OF
PAY-INS: 23-R-**

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

Receipt Batch #3243 Payments received from Chesterville customers for sewer fund 5159 \$186.00

Receipt Batch #3245 Payments received from Chesterville customers for sewer fund 5159 \$240.00
Payments received from Johnsville customers for sewer fund 5100 \$230.00

Receipt#230413 Payment from Morrow County Prosecutor's Office for 2022 document storage reimbursement 1000-1020-420250 \$642.61

Receipt Batch #3250 Payments received from Chesterville customers for sewer fund 5159 \$600.00
Payments received from Johnsville customers for sewer fund 5100 \$60.00
Payments received from Somoco customers for sewer fund 5110 \$150.00

Receipt#230419 Payment from Morrow County Sherriff's Office for 2022 document storage reimbursement 1000-1020-420250 \$134.05

Receipt # 230431 Payment from Morrow County Health Department for 2022 document storage reimbursement 1000-1020-420250 \$239.14

**IN THE MATTER OF
APPROPRIATION OF UNAPPROPRIATED CERTIFIED MONIES –DOG AND KENNEL
FUND 2005: 23-A-023**

At the request of Whitney Smith, Assistant Clerk, a motion was made by Mr. Siegfried to appropriate from the unappropriated certified monies for utilities at the dog shelter:

2005-0105-530350 Utilities \$480.00

Mr. Mason duly seconded this motion.

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

**IN THE MATTER OF
 APPROPRIATION OF UNAPPROPRIATED CERTIFIED MONIES – LAW LIBRARY FUND
 2016: 23-A-024**

At the request of Michael Bachelder, Law Library, a motion was made by Mr. Abraham to appropriate from the unappropriated certified monies:

2016-0058-550745	Computer Software	\$8,000.00
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Mr. Siegfried duly seconded this motion.

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

**IN THE MATTER OF
 TRANSFER OF FUNDS – ENGINEER’S FUND 2202: 23-T-012**

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

**Reason – additional funds needed to purchase a dump truck

From 2202-2244-560890 Loan Payment to 2202-2002-550750 Motor Vehicles in the amount of \$23,000.00

Mr. Abraham duly seconded this motion.

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

**IN THE MATTER OF
 TRANSFER OF FUNDS – GENERAL FUND, RECORDER: 23-T-013**

At the request of Dixie Shinaberry, Mr. Siegfried made a motion to approve the following transfer of funds:

**Reason – need money to pay storage reimbursement

From 1000-4220-520350 Dues to 1000-4220-530310 Professional Services in the amount of \$52.50.

Mr. Mason duly seconded this motion.

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

**IN THE MATTER OF
 APPROVAL TO PAY CHARGES ON THE PARK NATIONAL BANK
 CREDIT CARD FOR THE MORROW COUNTY COMMISSIONERS: 23-R-123**

WHEREAS, there is interest to be paid and we are in the process of getting sales tax removed from a purchase for the Commissioner’s payclock subscription; and

WHEREAS, in the mean time we need to settle the amount due on the credit card as this card was under a previous Commissioner;

THEREFORE, Mr. Abraham made a motion to approve the payment of interest and sales tax in the amount of \$41.05 to bring this account to a zero balance.

Mr. Siegfried duly seconded this motion.

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

**IN THE MATTER OF
 APPROVAL OF LEASE AGREEMENT BETWEEN THE CARDINGTON-LINCOLN
 SCHOOLS BOARD OF EDUCATION OF MORROW COUNTY AND MORROW COUNTY
 AREA TRANSIT (MCAT) AND APPROVAL FOR CHAIRMAN OF THE BOARD OF
 COMMISSIONERS TO SIGN: 23-R-124**

Mr. Siegfried made a motion to approve the following Lease Agreement and approval for Chairman Tim D. Abraham to sign:

LEASE AGREEMENT

This lease is made by and between the Cardington-Lincoln Local Schools Board of Education ("Board") of Morrow County and the Morrow County Area Transit ("MCAT").

In consideration of the mutual promises made herein, and in the interest of providing access to a portion of Cardington-Lincoln Local Schools Board of Education property not currently needed for educational purposes, which access will be beneficial to both the Board and MCAT in terms of the educational and financial resources provided and the greater availability of educational programs in the community, the parties hereby agree as follows:

1. Description of Leased premises:

A portion of the Board facility located at 3700 County Road 168, Cardington, Ohio, located at the former Cardington Intermediate School building, more particularly described as the Instrumental Music Room.

2. Term

The term of the lease shall be for a period of one (1) year, beginning on January 1, 2023, and ending on December 31, 2023, subject to the reservation of rights set forth in paragraph 4 herein.

At the conclusion of the lease term, MCAT will have the opportunity to renew the lease on a monthly or yearly basis upon mutual consent of the Board and MCAT. If MCAT and the Board agree to a month-to-month renewal, MCAT shall be required to give the Board at least thirty (30) days' notice of its option to terminate the Lease. If MCAT and the Board agree to a one (1) year renewal, MCAT shall be permitted to terminate the Lease so long as it provides the Board with sixty (60) days' notice and full payment of total monies that would have been due to the Board for that one (1) year renewal.

3. Restrictions on Use

The Leased Premises shall be used solely for the purpose of training and related activities conducted by MCAT. Utilization shall conform to all State of Ohio and local codes and may not under any circumstances be used for the sale, use, or consumption of alcoholic beverages. Tenant shall not use, occupy, or permit the Leased Premises to be used or occupied for any unlawful business, use, or purpose, nor for any business, use, or purpose which is noxious, Hazardous, or annoying, nor for any business, use, or purpose which violates any present or future federal, state, or local environmental law or regulation or other governmental laws or regulations.

4. Reservation of Rights

The Board may terminate this lease upon providing thirty (30) days written notice to MCAT if the Board determines that it needs to use the Lease Premises for educational or other Board purposes, or if it would be necessary or advisable to sell or otherwise dispose of property. MCAT may also terminate this lease agreement upon sixty (60) days written notice and full payment of total monies that would have been due to the Board by December 31, 2023.

5. Improvements and Modifications

All equipment not already in place at the time of initial lease required by MCAT for the operation of a classroom for driver and employee training, including but not limited to the following, shall be the sole responsibility of MCAT to acquire and install, and shall not be the responsibility of the Board:

- Furniture and fixtures
- Chalkboards, easels, and audiovisual equipment
- Storage equipment
- Computers, software, and networking equipment
- Special power equipment or connections

All moveable equipment brought to the premises by MCAT shall remain the property of MCAT upon conclusion of the lease. Fixtures installed by MCAT during the lease term shall become the property of the Board upon termination of the lease, unless the Board in writing at such time approves removal. No such fixtures may be installed without the prior written consent of the Board, which shall not be unreasonably withheld.

MCAT shall obtain the prior written approval of the Board for all structures, improvements, or modifications to the Leased Premises. All improvements to the Leased Premises shall become the property of the Board upon termination; provided, however, that the Board for the cost of improvements in the event of early termination by the Board under paragraph 4 of this Agreement, unless by reason of MCAT's default, prorated in accordance with the balance of the remaining lease term, will pay – compensation for such improvements.

Throughout the term of this lease, Tenant, at its sole expense, shall keep and maintain the Leased Premises and all improvements located thereon in good repair and condition and shall make all repairs, replacements, and renewals, necessary to put or maintain the Leased Premises and such improvements in that state of repair and condition as the Leased Premises existed at the time of the inception of the lease, less normal wear and tear.

If (i) because of any act or omission of MCAT or anyone claiming by, through or under the Board; (ii) by reason of or arising out of the use or occupancy of the Leased Premises by MCAT; or (iii) by reason of any alteration, repair or improvement of any part of the Leased Premises by MCAT, any mechanics' or other lien, encumbrance, judgment lien or order for the payment of money or the performance of any act or thing, shall be filed against the Leased Premises or against MCAT (whether or not such lien or order is valid or enforceable as such), MCAT shall, at MCAT's own cost and expense, cause the same to be canceled and discharged of record within thirty (30) days after the date of filing thereof, and MCAT shall also indemnify and save harmless the Board from and against any and all costs, expenses, claims, losses or damages including reasonable counsel fees charged by counsel of Lessor's choice, resulting there from or by reason thereof.

6. Rental

MCAT will make lease payments to the Board on the following schedule:

- Fair market value of \$10 per sq. ft.
- Instrumental Music Room: = 1050 sq. ft.
- Annual payment from MCAT to the Board in the sum of \$10,500.00
- Monthly payments from MCAT to the Board, \$875.00 per month

Lease payments shall be delivered to the Board Treasurer no later than the fifteeneth (15th) day of each month. REMOVED LATE FEE DUE TO COUNTY RULES

7. Default

8. Utilities, Services, and Incidental Benefits

9. Taxes, Fees, and Insurance

10. Signage

11. Assignments or Sublease

12. Waiver

13. Holdover

14. Notice

15. Binding Effect

16. Applicable Law

17. Amendments

18. Partial Invalidity

19. Authority

**A complete copy of this lease agreement will be on file with the Morrow County Commissioners' Office

Mr. Mason duly seconded this motion.

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

**IN THE MATTER OF
APPROVAL TO RECESS SESSION: 23-R-125**

Mr. Abraham made a motion to recess session at 9:09 a.m.

Mr. Mason duly seconded this motion.

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

**IN THE MATTER OF
APPROVAL TO RETURN TO REGULAR SESSION: 23-R-126**

Mr. Abraham made a motion to return to regular session at 1:48 p.m.

Mr. Siegfried duly seconded this motion.

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

**IN THE MATTER OF
APPROVAL OF FIRST AMENDMENT – HPM#1 BROWNFIELD REMEDIATION
PROGRAM AND APPROVAL FOR CHAIRMAN TO SIGN: 23-R-127**

Mr. Siegfried made a motion to approve the following first amendment:

**FIRST AMENDMENT TO
BROWNFIELD REMEDIATION PROGRAM
GRANT AGREEMENT**

This First Amendment to the Grant Agreement (the “First Amendment”) is made and entered into by and between the Ohio Department of Development (“Grantor”), and Morrow County Board of Commissioners (“Grantee”) for the purpose of amending the Expiration Date for the Brownfield Remediation Program.

Background Information

- A. Grantor and Grantee entered into a Grant Agreement effective January 1, 2022 (the “Original Agreement”).
- B. Both parties agree to extend the Expiration Date of the Agreement, as provided herein.

Statement of the Agreement

In consideration of the mutual covenants contained herein, the Grantor and Grantee agree that the Agreement is hereby amended as follows:

- 1. **Expiration Date.** The Expiration Date is amended to June 30, 2024.
- 2. **Section 5. Payment of Grant Funds.** The second sentence is deleted and replaced with the following: Grantee will have 30 days after the Expiration Date to submit a financial reimbursement request, unless otherwise extended by Grantor.
- 3. Except as modified herein, the Agreement shall remain in full force and effect in accordance with its terms.

Grantee:

s/Tim D. Abraham, Chairman
Morrow County Board of Commissioners

Grantor:

s/Lydia L. Mihalik, Director
Ohio Department of Development

Mr. Mason duly seconded this motion.

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

**IN THE MATTER OF
APPROVAL OF FIRST AMENDMENT – HPM#2 BROWNFIELD REMEDIATION
PROGRAM AND APPROVAL FOR CHAIRMAN TO SIGN: 23-R-128**

Mr. Abraham made a motion to approve the following first amendment:

**FIRST AMENDMENT TO
BROWNFIELD REMEDIATION PROGRAM
GRANT AGREEMENT**

This First Amendment to the Grant Agreement (the “First Amendment”) is made and entered into by and between the Ohio Department of Development (“Grantor”), and Morrow County Board of Commissioners (“Grantee”) for the purpose of amending the Expiration Date for the Brownfield Remediation Program.

Background Information

- A. Grantor and Grantee entered into a Grant Agreement effective January 1, 2022 (the “Original Agreement”).
- B. Both parties agree to extend the Expiration Date of the Agreement, as provided herein.

Statement of the Agreement

In consideration of the mutual covenants contained herein, the Grantor and Grantee agree that the Agreement is hereby amended as follows:

- 1. **Expiration Date.** The Expiration Date is amended to June 30, 2024.

- 2. **Section 5. Payment of Grant Funds.** The second sentence is deleted and replaced with the following: Grantee will have 30 days after the Expiration Date to submit a financial reimbursement request, unless otherwise extended by Grantor.
- 3. Except as modified herein, the Agreement shall remain in full force and effect in accordance with its terms.

Grantee:

Grantor:

s/Tim D. Abraham, Chairman
Morrow County Board of Commissioners

s/Lydia L. Mihalik, Director
Ohio Department of Development

Mr. Mason duly seconded this motion.

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

**IN THE MATTER OF
APPROVAL OF FIRST AMENDMENT – BENNETT DISTRIBUTING BROWNFIELD
REMEDATION PROGRAM AND APPROVAL FOR CHAIRMAN TO SIGN: 23-R-129**

Mr. Siegfried made a motion to approve the following first amendment:

**FIRST AMENDMENT TO
BROWNFIELD REMEDIATION PROGRAM
GRANT AGREEMENT**

This First Amendment to the Grant Agreement (the “First Amendment”) is made and entered into by and between the Ohio Department of Development (“Grantor”), and Morrow County Board of Commissioners (“Grantee”) for the purpose of amending the Expiration Date for the Brownfield Remediation Program.

Background Information

- A. Grantor and Grantee entered into a Grant Agreement effective January 1, 2022 (the “Original Agreement”).
- B. Both parties agree to extend the Expiration Date of the Agreement, as provided herein.

Statement of the Agreement

In consideration of the mutual covenants contained herein, the Grantor and Grantee agree that the Agreement is hereby amended as follows:

- 1. **Expiration Date.** The Expiration Date is amended to June 30, 2024.
- 2. **Section 5. Payment of Grant Funds.** The second sentence is deleted and replaced with the following: Grantee will have 30 days after the Expiration Date to submit a financial reimbursement request, unless otherwise extended by Grantor.
- 3. Except as modified herein, the Agreement shall remain in full force and effect in accordance with its terms.

Grantee:

Grantor:

s/Tim D. Abraham, Chairman
Morrow County Board of Commissioners

s/Lydia L. Mihalik, Director
Ohio Department of Development

Mr. Abraham duly seconded this motion.

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

**IN THE MATTER OF
APPROVAL OF SECOND AMENDMENT – BUILDING DEMOLITION AND SITE
REVITALIZATION PROGRAM AND APPROVAL FOR CHAIRMAN TO SIGN: 23-R-130**

Mr. Mason made a motion to approve the following second amendment:

**SECOND AMENDMENT TO
BUILDING DEMOLITION AND SITE REVITALIZATION PROGRAM
GRANT AGREEMENT**

This Second Amendment to the Grant Agreement (the “First Amendment”) is made and entered into by and between the Ohio Department of Development (“Grantor”), and Morrow County Board of

Commissioners (“Grantee”) for the purpose of amending the Expiration Date for the Building Demolition and Site Revitalization Program.

Background Information

- A. Grantor and Grantee entered into a Grant Agreement effective January 1, 2022 (the “Original Agreement”). A first Amendment was subsequently executed.
- B. Both parties agree to extend the Expiration Date of the Agreement, as provided herein.

Statement of the Agreement

In consideration of the mutual covenants contained herein, the Grantor and Grantee agree that the Agreement is hereby amended as follows:

- 1. **Expiration Date.** The Expiration Date is amended to June 30, 2024.
- 2. **Section 5. Payment of Grant Funds.** The second sentence is deleted and replaced with the following: Grantee will have 30 days after the Expiration Date to submit a financial reimbursement request, unless otherwise extended by Grantor.
- 3. Except as modified herein, the Agreement shall remain in full force and effect in accordance with its terms.

Grantee:

s/Tim D. Abraham, Chairman
Morrow County Board of Commissioners

Grantor:

s/Lydia L. Mihalik, Director
Ohio Department of Development

Mr. Siegfried duly seconded this motion.

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

**IN THE MATTER OF
APPROVAL OF GRANT CONTRACT BETWEEN MORROW COUNTY AIRPORT
AUTHORITY AND ODOT OFFICE OF AVIATION AND APPROVAL FOR CHAIRMAN
TO SIGN: 23-R-131**

Mr. Siegfried made a motion to approve the following Grant Contract:

GRANT CONTRACT

under

The Fiscal Year 2023 Ohio Airport Matching Grant Program

between the

Morrow County Airport Authority

and

The Ohio Department of Transportation
Office of Aviation

ODOT Project Number
M23-32

FAA Project Number
3-39-0114-019-2022

SECTION 1: PURPOSE

- 1.1 The purpose of this Contract is to provide financial assistance from ODOT to the Grantee in accordance with the Criteria.
- 1.2 The Grant Funds obtained through this Contract shall be used to provide a portion of the Total Project Cost for the project after Land Ownership Reimbursement Allowances, if any, are expended. The Grantee shall apply all Grant Funds provided under this Contract to the total project cost incurred in the performance of the PROJECT described below.

SECTION 2: SCOPE OF PROJECT AND FUNDING

Scope of Project: **AIP Matching Grant for General Aviation Airport Acquire Snow Removal Equipment at the Morrow County Airport**

- 2.1 The Grantee shall apply all Grant Funds provided under this Contract to the total project cost incurred in the performance of the PROJECT.
- 2.2 The Project costs are as follows:

Total Project Cost: \$102,850.00
 Total Local Share: \$5,143.00
 Total Federal Share: \$92,565.00
Total State Share: \$5,142.00

2.3 ODOT agrees to provide Grant Funds to the Grantee for the project in the amount of \$5,142.00

s/Director of the Ohio Department of Transportation

s/Tim D. Abraham, Chairman, Morrow County Commissioners

s/Jon Mason, Vice-Chairman, Morrow County Commissioners

s/Thomas Smith, Grantee's Attorney

**A complete copy of this grant contract will be on file with the Morrow County Commissioners' office

Mr. Mason duly seconded this motion.

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

**IN THE MATTER OF
 TRANSFER OF FUNDS – GENERAL FUND, DOUGLAS: 23-T-014**

At the request of Whitney Smith, Assistant Clerk, a motion was made by Mr. Siegfried to approve the following transfer of funds:

**Reason – to pay the CDW invoice for Microsoft office on Mark's new computer

From 1000-0114-550740 Equipment/Computers/Furniture to 1000-0114-550745 Computer Software in the amount of \$319.45

Mr. Mason duly seconded this motion.

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

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

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

We hereby certify the foregoing to be true and correct.

 CHAIRMAN

 CLERK

 ASSISTANT CLERK

 MORROW COUNTY COMMISSIONERS