
REGULAR SESSION JANUARY 5, 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: Andy Ware (Development) and Mike Goff (Treasurer).

The meeting was opened with prayer and pledge of allegiance to the flag, and then called to order by Mr. Whiston, 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 JANUARY 3, 2022: 22-R-006**

Mr. Siegfried made a motion to approve the minutes of regular session of January 3, 2022, as recorded in the Commissioners Journal # 49.

Mr. Abraham duly seconded this motion

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

**IN THE MATTER OF
APPROVAL OF BILLS FOR PAYMENT: 22-R-007**

Mr. Whiston made a motion to approve payment of bills numbered 1 through 67 submitted by the Morrow County Auditor's office.

Mr. Siegfried duly seconded this motion

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

**IN THE MATTER OF
PAY-INS: 22-R-008**

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

Receipt Batch #2318 Payments received from Chesterville customers for sewer fund 5159 \$65.00
Payments received from Johnsville customers for sewer fund 5100 \$53.10

**IN THE MATTER OF
UNAPPROPRIATION OF 2022 CERTIFIED MONIES DUE TO CASH CARRYOVER -
FUND 2924 INMATE MEDICAL: 22-A-005**

Due to the cash carryover in Fund 2924 being lower than was anticipated, Mr. Abraham made a motion to adjust negative balance of (\$1,533.92) from:

2924-9224-530318 Inmate Medical

Mr. Siegfried duly seconded this motion.

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

**IN THE MATTER OF
TRANSFER OF FUNDS – DEVELOPMENT FUND 2043 SPECIAL PROJECTS: 22-T-002**

Mr. Whiston made a motion to approve the following transfer of funds:

**Reason – to pay domain invoice renewal from GoDaddy for land bank, fund 2043 will be refunded for this charge

From 2043-0043-520350 Professional dues/fees to 2043-0043-530300 Purchased Services in the amount of \$19.17

Mr. Abraham duly seconded this motion.

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

**IN THE MATTER OF
 APPROVAL OF HOUSING REVOLVING LOAN FUND ADMINISTRATION AGREEMENT
 BETWEEN THE OHIO DEPARTMENT OF DEVELOPMENT AND MORROW COUNTY
 BOARD OF COMMISSIONERS AND APPROVAL FOR CHAIRMAN TO SIGN: 22-R-009**

Mr. Siegfried made a motion to approve the Housing Revolving Loan Fund administration agreement between the Ohio Department of Development and Morrow County Board of Commissioners and approval for Chairman Tom E. Whiston to sign:

**Housing Revolving Loan Fund
 Administration Agreement**

This Housing Revolving Loan Fund Administration Agreement (the “Agreement”) is made and entered into by and between the Ohio Department of Development (the “Grantor”) and **Morrow County Board of Commissioners** (the “Grantee”) for the period beginning **January 1, 2022** (the “Effective Date”) and ending **December 31, 2026** (the “Termination Date”).

Background Information

- A. Grantor, through its Office of Community Development (“OCD”), administers the federal Community Development Block Grant (“CDBG”) Program and the HOME Investment Partnerships (“HOME”) Program for the State of Ohio.
- B. Grantee has been determined to be an eligible recipient of CDBG and/or HOME funds and Grantee has been awarded CDBG and/or HOME funds from the Grantor for use to finance eligible activities that may generate Program Income as defined herein.
- C. Grantor has recognized the positive impact on community development initiatives when the use of Program Income is locally determined. Grantor has permitted the establishment of Housing Revolving Loan Funds within local political subdivisions to meet the primary development goals of:
 - 1. improving the affordable housing stock; and
 - 2. providing for the affordable housing needs of low-and moderate-income persons in designated areas of the Housing Revolving Loan Fund.
- D. Grantor desires to have Grantee to administer a Housing Revolving Loan Fund using the CDBG and/or HOME Program Income and Grantee desires to administer a Housing Revolving Loan Fund using the CDBG and/or Home Program Income for the purposes stated above.
- E. Grantee has adopted a Resolution or Ordinance authorizing the execution of this Agreement. NOW THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Statement of the Agreement

- 1. **Housing Revolving Loan Fund Capitalization.** Grantee shall deposit any and all Housing Program Income into a Housing Revolving Loan Fund account held by the Grantee.

Signature

Each of the parties has caused this Housing Revolving Loan Fund Administration Agreement to be executed by its authorized representatives as of the dates set forth below, their respective signatures.

Grantee:
 s/Tom E. Whiston
 Morrow County Commissioner

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

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

Mr. Abraham duly seconded this motion.

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

**IN THE MATTER OF
RESOLUTION AUTHORIZING SUBMITTAL OF AN APPLICATION FOR A PUBLIC
TRANSPORTATION CAPITAL GRANT UNDER THE OHIO DEPARTMENT OF
TRANSPORTATION FOR MCAT: 22-R-010**

Mr. Siegfried made a motion to approve the following Resolution authorizing submittal of an application dated January 14, 2022 for a Public Transportation Capital Grant under the Ohio Department of Transportation for Morrow County Area Transit:

RESOLUTION

Resolution authorizing submittal of the application dated January 14, 2022 for a Public Transportation Capital Grant under the Ohio Department of Transportation's general authority to make such Grants.

WHEREAS, The provision and improvement of public transportation facilities, equipment, and services is essential to the development of safe, efficient, functional public transportation; and

WHEREAS, The Ohio Department of Transportation has the authority to make such Grants and makes funds available to offset eligible capital costs required for providing and improving public transportation facilities, rolling stock, equipment, and services; and

WHEREAS, Grants for said funds will impose certain obligations upon the recipient.

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF THE
MORROW COUNTY COMMISSIONERS (DBA MORROW COUNTY AREA TRANSIT
(MCAT)):**

Section 1. That the Governing Board of the Morrow County Commissioners (DBA MCAT) officially endorses and fully supports this application and project.

Section 2. That an application be made to the Division of Planning, Office of Transit, Department of Transportation, State of Ohio (The Department), for a financial assistance grant under the Ohio Department of Transportation's general authority to make such Grants, for the purpose of offsetting eligible public transportation capital costs of the Morrow County Commissioners (DBA MCAT). The applicant certifies a capacity to provide a 20% local match for the state funding and specific identification of those sources.

Section 3. That Michelle Thieret, Transit Director of the Morrow County Commissioners (DBA MCAT) is hereby authorized and directed to sign and submit such application on behalf of the Morrow County Commissioners (DBA MCAT).

Section 4. That Michelle Thieret, Transit Director of the Morrow County Commissioners (DBA MCAT) is authorized to furnish such additional information as may be required by the Department in connection with the aforesaid application for said Grant.

Section 5. That Michelle Thieret, Transit Director of the Morrow County Commissioners (DBA MCAT) is hereby authorized and directed to execute on behalf of the Morrow County Commissioners (DBA MCAT) the Grant Agreement or subsequent Grant Agreement Amendments resulting from aforesaid application.

Section 6. That Michelle Thieret, Transit Director of the Morrow County Commissioners (DBA MCAT) is hereby authorized and directed to sign such documents as may be required by the Department to request payment for the project funding authorized under aforesaid Grant Agreement. Present and adopted the 5th day of January, 2022.

MORROW COUNTY BOARD OF COMMISSIONERS

s/ Tom E. Whiston

s/Tim D. Abraham

s/Timothy R. Siegfried

Attest: s/Cheryl Heacock

Mr. Abraham duly seconded this motion.

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

**IN THE MATTER OF
APPROVAL OF PRISONER HOUSING AGREEMENT BETWEEN MORROW COUNTY
(SENDER) AND THE COUNTY OF CRAWFORD, OHIO: 22-R-011**

Mr. Siegfried made a motion to approve the following Prisoner Housing Agreement for Crawford County to house prisoners as needed for Morrow County.

PRISONER HOUSING AGREEMENT

This Agreement made and entered into this 5th day of January, 2022 by and between Morrow County, (hereinafter called the Sender) and the County of Crawford, Ohio, by its Board of County Commissioners (hereinafter called Crawford).

WHEREAS, Sender has inadequate facilities for confining and supporting all prisoners, which it is required by law to confine and support by reason of sentence imposed upon them as a result of convictions or guilty pleas to charges of violations of any statute of the Ohio Revised Code, awaiting hearing for such violations, or awaiting trial for any such violation, and

WHEREAS, Crawford County owns and operates a jail and presently has other contractual arrangements for the confining and support of prisoners.

NOW, THEREFORE, it is mutually agreed between the parties:

1. Sender agrees to send to Crawford and Crawford agrees to accept from Sender such prisoners as Sender is unable to care for and to provide custody supervision, confinement and board for Sender's prisoners. Sender shall furnish all transportation for prisoners to and from the Crawford County Justice Center for any and all purposes.
2. Sender agrees to pay Crawford the sum of **\$65.00** per day, as full compensation for receiving, supervising, confining and boarding each prisoner. Provided, however that should the actual cost to Crawford exceed **\$65.00** per day by reason of having to confine such prisoner under the provisions of one of the collateral contractual arrangements of Crawford, then sender agrees to pay Crawford the actual cost incurred by Crawford County under its contractual arrangements.
3. For the purpose of determining compensation to be paid, any calendar day or part thereof of confinement, shall constitute one day.
4. Sender further agrees to pay a physician for any medical costs incurred by any Sender prisoner.
5. Sender further agrees to pay or reimburse Crawford for any expenses incurred in rendering or securing other medical, surgical, or dental services including medicines and surgical operations, for or to such prisoners.
6. Crawford agrees that where hospital service is required for any such prisoners, such service shall be provided at Bucyrus Community Hospital unless the emergency of the situation prevents such use: and in addition, Crawford agrees to transport and supply security for all Sender prisoners treated or hospitalized medically.
7. Crawford may reject and refuse to receive any prisoner who may be afflicted with any contagious, infectious, or venereal disease or having received any prisoner so affected, without knowledge thereof upon discovering such condition in any prisoner thereafter, Crawford may refuse to keep such prisoner thereafter following notice to Sender and following receipt of such notice Sender agrees to remove such affected prisoner from the Crawford County Justice Center immediately.
8. Crawford may reject or refuse to receive any prisoner who may be afflicted with a prior medical problem such as a contagious disease, mental condition, illness or injury that has not first been

treated prior to entry into the Crawford County Justice Center. The Crawford County Sheriff shall have charge of the jail, and he, or his designee, shall exercise his discretion whereas he may refuse to receive any prisoner for any reason based upon current jail population, internal security conditions of the jail, or any other reasons.

- 9. Sender shall reimburse Crawford County for any and all damage to the Crawford County Justice Center, its fixtures, appliances, equipment or other property owned by Crawford, caused by Sender’s prisoners, intentionally or negligently.
- 10. Sender shall have no obligation to reimburse Crawford for ordinary wear and tear to Crawford real and personal property or for any personal injury to any of Crawford County’s officials, agents, or employees caused by Sender’s prisoners.
- 11. Compensation for rendering of the services herein before described during such calendar month shall be paid by Sender on or before the 15th of each month.
- 12. This agreement shall be effective as of January 5, 2022.
- 13. The term of this Agreement shall be for one (1) year from the first day of January and continuing until December provided, however, that this Agreement shall remain in full force and effect beyond said date of December 31st, 2022, and be automatically renewed from year to year thereafter unless either party shall have given the other party written notice of its intent not to renew said Agreement thirty (30) days before the anniversary date hereof or the anniversary date of any renewal of said Agreement, which shall have occurred.
- 14. Sender agrees to contract n/a number of beds per month.

Sender:

s/Tom E. Whiston

s/Tim D. Abraham

s/Timothy R. Siegfried

s/Crawford County Board of Commissioners

s/Approved as to Form – Crawford County Prosecuting Attorney

Mr. Whiston duly seconded this motion.

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

**IN THE MATTER OF
BRIDGE LOAD LIMIT REVISION – PERU TOWNSHIP: 22-R-012**

WHEREAS, pursuant to O.R.C. 5591.42, a bridge load limit revision investigation was conducted by the Morrow County Engineer’s Office and the following bridge load limit revision was submitted to the Morrow County Board of Commissioners by Bart Dennison, Morrow County Engineer:

TOWNSHIP	BRIDGE #	ROAD#	CURRENT LIMIT	REVISED LIMIT
Peru	#6	County Road 165	Full Legal	12 Tons

Reason for change or action: significant deterioration of stringer beams

Mr. Abraham made a motion to approve the aforementioned bridge load limit revision.

Mr. Whiston duly seconded this motion.

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

**IN THE MATTER OF
APPROVAL OF 4th QUARTER 2021 INVESTMENT REPORT: 22-R-013**

Mr. Siegfried made a motion to approve the 4th Quarter 2021 Investment Report as submitted by Michael Goff, Morrow County Treasurer:

**INVESTMENT ADVISORY REPORT
2021 3rd QUARTER STATUS – DECEMBER 31, 2021**

ACCOUNT	BALANCE 9/30/21	BALANCE 12/31/21	+/-
Fifth Third	\$13,535,161	\$13,579,455	\$44,294
Star Ohio	\$537,409	\$537,519	\$110
CD #235	\$2,000,142 11/18/21	\$2,000,482	\$340
CD #824	\$2,000,164	\$2,001,172	\$1,008
CD #976	\$1,033,902	\$1,035,176	\$1,274
CD #513	\$1,047,619	\$1,053,771	\$6,152
Park ICS	\$3,932,917	\$3,933,771	\$854
Total	\$24,087,314	\$24,141,346	\$54,032 3 Months

**\$18,011 – Month
\$216,132 - Year**

Mr. Abraham duly seconded this motion.

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

**IN THE MATTER OF
APPROVAL TO RECESS SESSION: 22-R-014**

Mr. Siegfried made a motion to recess session at 9:17 a.m.

Mr. Abraham duly seconded this motion.

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

**IN THE MATTER OF
APPROVAL TO RETURN TO REGULAR SESSION: 22-R-015**

Mr. Siegfried made a motion to return to regular session at 2:57 p.m.

Mr. Abraham duly seconded this motion.

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

**IN THE MATTER OF
APPROVAL TO TRANSFER DEED TO OHIO DEPARTMENT OF NATURAL RESOURCES:
22-R-016**

WHEREAS, the Morrow County Engineer’s office is requesting to fulfill the transfer of the acquired land for the Bridge Replacement completed in March 24, 2009, Westfield Township, 0.99 acres Township 6 North. The ground vested in the name of Board of Morrow County Commissioners, deed book volume 696 page 77 should have been transferred to the United States of America after completion of the construction of the bridge, due to the required right of way needed to complete the project and the transfer never happened and we are trying to fulfill the requirement at this time; and

THEREFORE, Mr. Whiston made a motion to approve the transfer of the deed from the Morrow County Commissioners to the United States of America, ODNR – Division of Wildlife as required.

Mr. Abraham duly seconded this motion.

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

We hereby certify the foregoing to be true and correct.

CHAIRMAN

CLERK

ASSISTANT CLERK

MORROW COUNTY COMMISSIONERS