

REGULAR SESSION JUNE 13, 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 and Mr. Siegfried.

Absent: Mr. Whiston

Public in attendance: Dixie Shinaberry (Recorder), Mike Goff (Treasurer), Bill Griffith, Dr. Trago, Cheryl Sumner, Andy Ware (Development) and 2 individuals that did not sign in.

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 JUNE 8, 2022: 22-R-494

Mr. Abraham made a motion to approve the minutes of regular session of June 8, 2022, as recorded in the Commissioners Journal # 50.

Mr. Siegfried duly seconded this motion

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

IN THE MATTER OF APPROVAL OF BILLS FOR PAYMENT: 22-R-495

Mr. Siegfried made a motion to approve payment of bills numbered 1 through 94 submitted by the Morrow County Auditor's office.

Mr. Abraham duly seconded this motion

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

IN THE MATTER OF PAY-INS: 22-R-496

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

Receipt Batch #2676 Payments received from Chesterville customers for sewer fund 5159 \$229.22
Payments received from Johnsville customers for sewer fund 5100 \$59.46

Receipt Batch #2679 Payments received from Chesterville customers for sewer fund 5159 \$60.00

Receipt Batch #2689 Payments received from Chesterville customers for sewer fund 5159 \$120.00
Payments received from Johnsville customers for sewer fund 5100 \$264.00

Receipt #221530 Payment received from Delaware County for July 2022 WIC Rent fund 2072-10720-470802 \$650.00

IN THE MATTER OF APPROPRIATION OF UNAPPROPRIATED CERTIFIED MONIES – CLERK OF COURT CSEA FUND 2414: 22-A-081

At the request of Kimberly Bood, Clerk of Courts, a motion was made by Mr. Abraham to appropriate from the unappropriated certified monies to the following account:

2414-4314-540410 Office Supplies \$1,000.00

Mr. Siegfried duly seconded this motion.

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

**IN THE MATTER OF
TRANSFER OF FUNDS – COUNCIL FOR GOVERNMENT FUND 2121: 22-T-056**

At the request of Sundie Brown, JFS Director, a motion was made by Mr. Siegfried to approve the following transfer of funds:

****Reason –** Need appropriation for additional Multi-System Youth funding allocated to Morrow County

From 2121-1053-530335 COG Strong Families Safe Communities Program Services to 2121-1054-530335 COG Multi-System Youth Program Services in the amount of \$5,000.00

Mr. Abraham duly seconded this motion.

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

**IN THE MATTER OF
TRANSFER OF FUNDS – RECYCLING FUND 2008: 22-T-057**

At the request of Lindsey Grimm, Recycling Director, a motion was made by Mr. Siegfried to approve the following transfer of funds:

****Reason –** To cover costs associated with the Green Crusader Community Environmental Fair

From 2008-2006-530370 Remit to Political Entity to 2008-2006-530349 Other - Communications, Printing, and Advertising in the amount of \$260.90.

From 2008-2006-530370 Remit to Political Entity to 2008-2006-540400 Supplies and Materials in the amount of \$291.74.

From 2008-2006-530370 Remit to Political Entity to 2008-2006-530310 Professional Services in the amount of \$100.00.

Mr. Abraham duly seconded this motion.

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

**IN THE MATTER OF
APPROVAL FOR COMMISSIONERS TO SIGN GENERAL WARRANTY DEED, ODNR –
DIVISION OF WILDLIFE, WESTFIELD TOWNSHIP, COUNTY OF MORROW: 22-R-497**

WHEREAS, on January 5, 2022, the Morrow County Commissioners passed Resolution# 22-R-16, Approval to transfer deed to ODNR; and

THEREFORE, Mr. Abraham made a motion to approve the Board of Commissioners to sign the General Warranty Deed, ODNR – Division of Wildlife, Westfield Township as presented from ODNR – Division of Wildlife and approved by the Morrow County Prosecutor.

Mr. Siegfried duly seconded this motion.

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

**IN THE MATTER OF
APPROVAL OF QUOTE FOR CONCRETE WORK AT THE COURTHOUSE COMPLEX
AND SHERIFF OFFICE: 22-R-498**

WHEREAS, the following quotes were received for concrete work at the Courthouse and the Sheriff’s office:

Guaranteed Performance Concrete Services LLC	\$10,698.50
Carl George Masonry	\$16,741.57
Canaan Concrete	\$10,200.00

THEREFORE, Mr. Siegfried made a motion to approve the quote from Canaan Concrete in the amount of \$10,200.00.

Mr. Abraham duly seconded this motion.

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

**IN THE MATTER OF
APPROVAL OF QUOTE FOR A NEW OUTDOOR SHED FOR MAINTENANCE AT THE
COURTHOUSE COMPLEX: 22-R-499**

WHEREAS, the following quotes were received for a new shed at the Courthouse complex:

Wengerd Mini Barns	\$10,731.00
JDM Structures	\$12,816.00
Sheds Direct	\$13,947.52

THEREFORE, Mr. Abraham made a motion to approve the quote from Wengerd Mini Barns in the amount of \$10,731.00.

Mr. Siegfried duly seconded this motion.

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

**IN THE MATTER OF
APPROVAL TO ADVERTISE FOR PUBLIC HEARING CONCERNING THE 2023 COUNTY TAX
BUDGET: 22-R-500**

Mr. Abraham made a motion to approve advertising the following notice for a public hearing to be held on the 2023 County Tax Budget.

PUBLIC NOTICE

A public hearing for the purpose of hearing discussion on the 2023 County Tax Budget intended use, will be held on July 11, 2022 at 11:00 a.m. in the hearing room of the Morrow County Commissioners, 80 North Walnut Street, Ste A, Mount Gilead, Ohio 43338.

The residents of Morrow County are invited to attend and provide written and/or oral comments concerning the entire budget for fiscal year 2023.

The Draft County Tax Budget will be available for inspection from 8:00 a.m. – 4:00 p.m., Monday through Friday, after July 1, 2022, in the office of the Morrow County Auditor, 48 East High Street, Mt. Gilead, Ohio 43338.

**BY ORDER OF THE BOARD OF MORROW COUNTY COMMISSIONERS
Cheryl Heacock, Clerk**

Advertise: June 29, 2022, Morrow County Sentinel and Morrow County website
www.morrowcountyohio.gov

Mr. Siegfried duly seconded this motion.

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

**IN THE MATTER OF
APPROVAL OF SERVICES CONTRACT BY AND BETWEEN THE MORROW COUNTY
LOCAL EMERGENCY PLANNING COMMITTEE, THE MORROW COUNTY OFFICE OF
HOMELAND SECURITY AND EMERGENCY MANAGEMENT AGENCY AND THE
MORROW COUNTY COMMISSIONERS AND APPROVAL FOR CHAIRMAN TO
SIGN: 22-R-501**

Mr. Siegfried made a motion to approve the following agreement by and between the Morrow County Local Emergency Planning Committee and Morrow County Office of Homeland Security and Emergency Management Agency and approval for Chairman Tim Siegfried to sign.

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This agreement, made and entered into the 13th day of June 2022 by and between the Morrow County Local Emergency Planning Committee (MCLEPC) and the Morrow County Office of Homeland Security and Emergency Management Agency (MCOHS/EMA):

WHEREAS, the contract shall include, but not be limited to the following services:

1. Serving as the MCLEPC emergency information coordinator.
2. Coordinating and assisting in the preparation of the Hazardous Materials Emergency Response Plan for Morrow County.
3. Conducting field exercises of the Emergency Response.
4. Investigation of alleged violations of reporting hazardous or extremely hazardous chemicals.
5. Conducting field visits to industries and others that may use hazardous chemicals that come under SARA Title III.
6. Representing the MCLEPC at the sites of spills or other unauthorized releases to the environment.
7. Maintain all required chemical filing forms.
8. To complete the annual grant for the MCLEPC.

THEREFORE, the parties agree:

1. MCOHS&EM Director shall be the person to provide such services and agrees to notify MCLEPC of any changes in this designation.
2. In order to facilitate the services described in this agreement the MCLEPC agrees to:
 - a. Voucher to the MCOHS/EMA, EMA Assistance Fund, in the amount of (Grant determined yearly by the State of Ohio EPA office)
 - b. Hold the MCOHS&EM harmless from any and all liability, suits, losses, judgments, damages, or any other demand brought because of the actions or omissions in the performance of this contract.
3. The MCLEPC and MCOHS/EMA agree that in the performance of this contract, there will be no discrimination against any person because of race, color, sex, religion, national origins, age, handicap, or any other factor as specified in the Civil Rights Act of 1964, as amended, in Section 504, of the Rehabilitation Act of 1973, as amended, and in any subsequent law or regulation pertaining to Civil Rights.
4. The term of this contract shall be twelve (12) months, beginning on July 1, 2022, and ending on June 30, 2023. This contract may be canceled by either party with 30 days of written notice of such cancellation to be transmitted by personal mail or personal delivery to the other party.

s/Chairman, Morrow County Local Emergency Planning Committee

s/Chairman, Morrow County Emergency Management Agency Executive Committee

s/Chairman, Board of Morrow County Commissioners

Mr. Abraham duly seconded this motion.

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

**IN THE MATTER OF
APPROVAL OF LEASE AGREEMENT BETWEEN THE MORROW COUNTY
FIREFIGHTER AND SQUADSMEN'S ASSOCIATION AND THE MORROW COUNTY
COMMISSIONERS FOR EMA SPACE: 22-R-502**

Mr. Abraham made a motion to approve the lease agreement between the Morrow County Firefighter and Squadsmen's Association and the Morrow County Commissioners for space to be used by the Morrow County Emergency Management Agency.

Lease Agreement

This lease is between the Morrow County Firefighter and Squadsmen's Association at of 140 S. Main St., Mt. Gilead, OH 43338 herein referred to as the "Lessor" and the Morrow County Commissioners at 80 N Walnut St., Mt. Gilead, OH 43338 herein referred to as the "Lessee", collectively referred to herein as the "Parties".

Description and Use of Leased of Premises

The Lessor hereby agrees to lease to the Lessee and the Lessee does hereby lease from the Lessor with full right, title, and enjoyment thereto the following described space within the following premises: 140 S. Main St. Mt. Gilead, OH 43338, referred to herein as the "Premises"

More particularly, the Lessor shall lease office space to be used by the Morrow County Emergency Management Agency in the building it currently occupies. The office space shall consist of 340 square feet located in the northwest portion of the facility to include an office with a locking door and space for a permanent Emergency Operations Center. The Lessor will allow the Morrow County EMA employees and invitee's use of the common areas at the front of the building for the purpose meetings, training, etc. Also, the Lessor will allow the access to the outside parking area. Further the Lessor shall provide access to the garage space and allow the storage of the EMA vehicle, EMA command vehicle, two metal cabinets and miscellaneous small equipment. The Lessor will provide utilities, phone, and internet as part of the agreement.

Original Term

The term of the lease shall be twelve (12) months, beginning on July 1, 2022, and ending June 30, 2023.

Rent

The rent for the term shall be \$500 per month which will be payable in monthly installments with the first payment due upon commencement of the Lease and each monthly installment payable thereafter on the first day of each month.

Gross Lease

It is the intention of the Parties, and they hereby agree, that this Lease be considered a Gross Lease and as such, the above Base Rent is the entirety of the monthly rent and expenses payable by Lessee to Lessor and Lessee is not obligated to pay any additional expenses including utilities, real estate taxes, insurance (other than on the Lessee's property) liens, charges or expenses of any nature whatsoever in conjunction with the ownership and operation of the Premises.

Indemnification

The Lessee hereby covenants and agrees to indemnify, defend, and hold the Lessor harmless from any and all claims or liabilities which may arise from any cause whatsoever as a result of the Lessee's use and occupancy of the Premises.

Amendment

No amendment of this Lease shall be effective unless reduced to writing and subscribed by the parties with all the formality of the original.

Binding Effect

This Lease and any amendments thereto shall be binding upon the Lessor and the Lessee and/of their respective successors or administrators.

Approved By:

s/Jeff Sparks

Morrow County Firefighter and Squadsmen's Association

s/Tom Whiston

s/Tim Siegfried

s/Tim Abraham

Morrow County Commissioners

Mr. Siegfried duly seconded this motion.

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

**IN THE MATTER OF
APPROVAL OF ADDENDUM 1 TO PROPOSAL NO. 22-1077 SERVICES CONTRACT BY
AND BETWEEN BURGESS & NIPLE AND THE MORROW COUNTY COMMISSIONERS
AND APPROVAL FOR CHAIRMAN TO SIGN: 22-R-503**

Mr. Abraham made a motion to approve the following addendum by and between Burgess & Niple and approval for Chairman Tim Siegfried to sign.

Burges & Niple, Inc. (B&N) is pleased to submit this Addendum 1 to our Proposal No. 22-1077 to the Morrow County Commissioners Office (Client), for professional services necessary to assist the Client in the preparation of Ohio Brownfield Funding and providing strategies for site selection.

THIS IS AN AGREEMENT effect as of 6/13/22 between Client and B&N. Your signature indicates acceptance of our proposal and serves notice to proceed with this instrument as an Agreement between the Client and B&N.

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

1.01 Scope of Services

A. B&N spent additional time than anticipated to address brownfield sites and in understanding the Ohio Brownfield funding mechanisms and details of site selection strategies, site eligibility, and funding activities. B&N spent much time meeting with the owners of the HP Nos. 1 and 2 sites either on the phone and/or meeting in person.

B. B&N assisted 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, specifically the former HPM No. 1 Cleanup application, HPM No. 2 Assessment, and the Bennett Distribution site for assessment. We also spent a lot of time addressing two former gas station sites in Sparta in terms of site eligibility and seeking access agreements.

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 service 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. An additional lump sum amount of \$8,600.00 for a project total of \$16,100.00. B&N will not exceed this lump sum fee without prior written authorization from Client.

B. The portion of the compensation amount billed monthly for B&N 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.

4.01 Terms and Conditions

A. Terms and conditions for this Addendum 1 are the same as outlined in the original agreement executed on April 20, 2022.

5.01 Total Agreement

A. This agreement (including any expressly incorporated attachments), constitutes the entire agreement between Client and B&N and supersedes all prior written or oral understandings.

This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

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

s/Chairman Board of Morrow County Commissioners

s/Vice President of Burgess & Niple, Inc.

s/Approved as to Form, Tom Smith, Morrow County Prosecutor

Mr. Siegfried duly seconded this motion.

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

**IN THE MATTER OF
APPROVAL TO RECESS SESSION: 22-R-504**

Mr. Siegfried made a motion to recess session at 9:14 a.m.

Mr. Abraham duly seconded this motion.

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

**IN THE MATTER OF
APPROVAL TO RETURN TO REGULAR SESSION: 22-R-505**

Mr. Siegfried made a motion to return to regular session at 3:16 p.m.

Mr. Abraham duly seconded this motion.

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

**IN THE MATTER OF
APPROVAL FOR CHAIRMAN TO SIGN OHIO DEPARTMENT OF
DEVELOPMENT/OFFICE OF COMMUNITY DEVELOPMENT USERS &
ROLES FORM: 22-R-506**

WHEREAS, the Ohio Department of Development/Office of Community Development Users & Roles Form needs to be updated; and

THEREFORE, Mr. Siegfried made a motion to approve Chairman Timothy R. Siegfried to sign the form on behalf of Morrow County Commissioners approving the necessary updates.

Mr. Abraham duly seconded this motion.

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

We hereby certify the foregoing to be true and correct.

CHAIRMAN

CLERK

ASSISTANT CLERK

MORROW COUNTY COMMISSIONERS