

**REGULAR SESSION JUNE 22, 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. Whiston.

Absent: Mr. Siegfried

Public in attendance: Mike Goff (Treasurer), Joe Carroll (Airport), Andy Ware (Development), Connie Sharrock, Connie McChesney (Hospital), Jordan Woods (Hospital) and Jessica Schwartz (Hospital).

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 JUNE 15, 2022: 22-R-512**

Mr. Abraham made a motion to approve the minutes of regular session of June 15, 2022, as recorded in the Commissioners Journal # 50.

Mr. Whiston duly seconded this motion

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

**IN THE MATTER OF  
APPROVAL OF BILLS FOR PAYMENT: 22-R-513**

Mr. Abraham made a motion to approve payment of bills numbered 1 through 48 submitted by the Morrow County Auditor's office.

Mr. Whiston duly seconded this motion

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

**IN THE MATTER OF  
PAY-INS: 22-R-514**

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

Receipt Batch #2697 Payments received from Johnsville customers for sewer fund 5100 \$195.00

Receipt #221550 Payment from CEBCO for Performance Penalty 2022 for fund 1000-1080-480899 \$3,000.00

Receipt Batch #2699 Payments received from Chesterville customers for sewer fund 5159 \$1,588.47  
Payments received from Johnsville customers for sewer fund 5100 \$666.00  
Payments received from Ketterman customers for sewer fund 5121 \$559.84  
Payments received from Somoco customers for sewer fund 5110 \$4,096.52

**IN THE MATTER OF  
APPROPRIATION OF UNAPPROPRIATED CERTIFIED MONIES – GENERAL FUND,  
AIRPORT: 22-A-083**

Mr. Whiston made a motion to appropriate from the unappropriated certified monies to the following accounts to pay for engineering and pavement rehab & marking at the Airport both to be reimbursed by the Grant:

1000-0018-530310 Professional Services (Airport) \$8,825.10

1000-0018-550730 Improvement of Sites (Airport) \$35,013.06

Mr. Abraham duly seconded this motion.

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

**IN THE MATTER OF  
APPROVAL OF ADDENDUM TO PROPOSAL FOR ELECTRICAL ENGINEERING – NEW  
GENERATORS AJB #21-M-37: 22-R-515**

**WHEREAS**, there is a possibility that the original design of 3 generators, one for each building, is not going to work due to site issues at the Walnut Place building; and

**WHEREAS**, there is a need for a second set of construction documents and bid for the second design which would include one generator for the Courthouse and Walnut Place and one generator for the Prosecutors office at an increase in fees of \$4,875.00;

**THEREFORE**, Mr. Whiston made a motion to approve the addendum to proposal for electrical engineering for new generators in the amount of \$4,875.00.

Mr. Abraham duly seconded this motion.

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

**IN THE MATTER OF  
APPROPRIATION OF UNAPPROPRIATED CERTIFIED MONIES – CAPITAL  
IMPROVEMENT FUND 4111, COURTHOUSE: 22-A-084**

Mr. Abraham made a motion to appropriate from the unappropriated certified monies to the following account for the addendum to the generator engineering project:

4111-0118-550730	Improvement of Sites	\$4,875.00
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Mr. Whiston duly seconded this motion.

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

**IN THE MATTER OF  
APPROVAL OF 2022 DITCH INSPECTION REPORT, SUBMITTED BY DELAWARE  
COUNTY, AND NOTIFICATION FROM DELAWARE COUNTY REGARDING COOMER  
DITCH #435 MAIN, COOMER DITCH #435 LATERAL A AND PUMPHREY JOINT  
COUNTY DITCH PERCENTAGES OF MAINTENANCE ASSESSMENTS  
FOR 2023: 22-R-516**

**WHEREAS**, it is the responsibility of each county that hosts a joint-county ditch maintenance project to inform the other counties of maintenance percentages to be collected for the following year (2023); and

**WHEREAS**, notification has been received from the Delaware County Commissioners for the implementation of Joint-County Ditch Maintenance Assessments as follows:

Coomer 435 Main Delaware/Morrow Joint County	1.0% collect for 2023
Coomer 435 Lateral A Delaware/Morrow Joint County	0.25% collect for 2023
Pumphrey Delaware/Morrow Joint County	30.0% collect for 2023

**THEREFORE**, Mr. Whiston made a motion to approve the 2022 Delaware County Ditch Inspection Report, as submitted, by the Delaware County Commissioners, and to forward a copy to Patricia Davies, Morrow County Auditor, authorizing the percentage of assessments to be collected for the Coomer and Pumphrey Joint County Ditches on the real estate taxes.

Mr. Abraham duly seconded this motion.

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

**IN THE MATTER OF  
APPROVAL TO RECESS SESSION: 22-R-517**

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

Mr. Whiston duly seconded this motion.

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

**IN THE MATTER OF  
APPROVAL TO RETURN TO REGULAR SESSION: 22-R-518**

Mr. Abraham made a motion to return to regular session at 2:29 p.m.

Mr. Whiston duly seconded this motion.

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

~~ Hospital financial meeting ~~

**IN THE MATTER OF  
APPROVAL OF PRISONER HOUSING AGREEMENT FOR THE MORROW COUNTY  
CORRECTIONAL FACILITY: 22-R-**

Mr. Abraham made a motion to approve the Prisoner Housing Agreement for the Morrow County Correctional Facility as presented.

**PRISONER HOUSING AGREEMENT**

**WHEREAS**, the Morrow County Commissioners and the Morrow County Sheriff’s Office own and operate the Morrow County Correctional Facility, a full-service jail facility;

**WHEREAS**, Pike County, Ohio does not have adequate jail facilities and needs housing for qualified misdemeanants and/or felons;

**THEREFORE**, the Morrow County Commissioners (hereinafter “Morrow County”) and the Pike County hereby agree as follows:

1. Pike County agrees, in its discretion, to send, and Morrow County agrees, in its discretion, to accept, such prisoners as Pike County is unable to adequately house.
2. Morrow County agrees to provide for the prisoners’ custody, supervision, confinement, board, minor and emergency medical care, corrections and rehabilitation services as required by law.
3. Pike County agrees to compensate Morrow County at the following rate: **\$68.00 per day**.

\*\*A partial day shall count as a full day for billing purposes (e.g. 30 hours of confinement would be billed as two days, multiplied by the daily rate).

All prisoners sent to the minimum security portion of the Correctional Facility must be properly qualified and sentenced to such facility as non-violent misdemeanants subject to rehabilitation. Reservations for such confinement must be arranged in advance.

4. Pike County agrees to reimburse Morrow County for any and all medical care provided by Morrow County or the Morrow County Hospital. Pike County shall be notified immediately when medical care is necessary. The need for extended care or hospitalization shall be determined on a case-by-case basis by Pike County. Pike County further agrees to pay, or reimburse Morrow County for payments made, for any expenses incurred in rendering or securing other medical, surgical, dental, or mental health services, including medicines and surgical operations, for or to such prisoners.

Pike County agrees that where hospital care is required for an inmate, all services shall be provided, when available, at the Morrow County Hospital. The Morrow County Correctional Facility medical staff shall decide the need for medical care. Other than emergency admissions, the Pike County must approve all hospital admissions.

**Pike County agrees that all medical intake documents (provided by the Morrow County Correctional Facility) will be completed prior to transport of every inmate upon arrival. Pike County also agrees that every inmate transported will required to have a negative COVID test no earlier than 72 hours prior to arrival or the inmate will be tested by the Morrow County Correctional Facility. At that time, the transport officer must stay onsite with the inmate until results are available. If COVID test results are positive, the inmate will not be accepted into the Morrow County Correctional Facility.**

5. Morrow County may reject or refuse to receive any prisoner who may have a prior medical problem, including but not limited to a contagious disease, mental condition, illness, or injury that

has not been treated prior to entry into the Morrow County Jail Facility. The Morrow County Sheriff is legally charged with the operation of the Morrow County Correctional Facility; therefore Morrow County reserves the right, at the discretion of the Sheriff or his designee, to refuse to receive any prisoner for any reason based upon current jail population, internal security conditions of the facility, or any other reasons.

- 6. Morrow County shall bill Pike County for the services provided herein on a monthly basis, to be paid by the Pike County by the 15<sup>th</sup> day of the month succeeding the month in which the services were provided.
- 7. This Agreement shall become effective on May 1, 2022, and shall continue until December 31, 2022, and will be automatically renewed for a twelve- (12) month period from year to year on a calendar year basis. In the event that this Agreement is automatically renewed, all terms of this Agreement shall remain in effect except that the costs for providing housing shall be renegotiated. Either party may cancel or rescind this Agreement by providing the other party with a thirty (30) day written notice of its intent to cancel or rescind.

**IN WITNESS WHEREOF**, the parties hereto have hereunto set their hands on the dates set forth following their respective signatures below.

Mr. Whiston duly seconded this motion.

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

**IN THE MATTER OF  
APPROPRIATION OF UNAPPROPRIATED CERTIFIED MONIES – FUND  
3777 EMPLOYER RETIRMENT RESOURCES: 22-A-085**

Mr. Whiston made a motion to appropriate from the unappropriated certified monies to the following accounts for Common Pleas retiree:

3777-6109-510120	Common Pleas wages	\$6,287.63
3777-6109-510213	Medicare	\$91.17

Mr. Abraham duly seconded this motion.

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

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

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

We hereby certify the foregoing to be true and correct.

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CHAIRMAN

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CLERK

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ASSISTANT CLERK

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MORROW COUNTY COMMISSIONERS