

REGULAR SESSION MAY 15, 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: Troy Landon, Sheriff Office and Jamie Brucker, Director of Operations

Public in attendance: Joe Carroll, Airport, Officer Thomas Cronenwett, Mt. Gilead PD

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 MAY 8, 2023: 23-R-398**

Mr. Mason made a motion to approve the minutes of regular session of May 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-399**

Mr. Abraham made a motion to approve payment of bills numbered 1 through 159 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-400**

The following pay-ins were made to Conni McChesney, Morrow County Auditor:

Receipt Batch #3450 Payments received from Chesterville customers for sewer fund 5159 \$267.00
 Payments received from Ketterman customers for sewer fund 5121 \$56.00
 Payments received from Somoco customers for sewer fund 5110 \$49.28

Receipt # 231291 Payment from State of Ohio for Coroner Toxicology Reimbursement 1000-1050-420202 \$249.75

Receipt # 231292 Payment from State of Ohio for Coroner Toxicology Reimbursement 1000-1050-420202 \$213.68

Receipt Batch #3453 Payments received from Chesterville customers for sewer fund 5159 \$300.00
 Payments received from Johnsville customers for sewer fund 5100 \$125.00

Receipt Batch #3455 Payments received from Chesterville customers for sewer fund 5159 \$60.00
 Payments received from Somoco customers for sewer fund 5110 \$57.98

Receipt Batch #3463 Payments received from Johnsville customers for sewer fund 5100 \$118.40
 Payments received from Ketterman customers for sewer fund 5121 \$229.60
 Payments received from Somoco customers for sewer fund 5110 \$301.50

Receipt # 231316 Payment from JFS for cost allocations 1000-1020-420212 \$10,691.25

Receipt Batch #3465 Payments received from Chesterville customers for sewer fund 5159 \$186.00
 Payments received from Johnsville customers for sewer fund 5100 \$300.00
 Payments received from Ketterman customers for sewer fund 5121 \$55.84

**IN THE MATTER OF
APPROPRIATION OF UNAPPROPRIATED CERTIFIED MONIES –CAPITAL
IMPROVEMENT FUND 4111: 23-A-071**

Mr. Siegfried made a motion to appropriate from the unappropriated certified monies for materials and installation of flooring in the IT office at the Courthouse to the following account:

4111-0118-550730 Improvement of Sites (Courthouse) \$2,800.00

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 – CAPITAL
 IMPROVEMENTS - AIRPORT: 23-A-072**

Mr. Abraham made a motion to appropriate from the unappropriated certified monies to the following account for work on water line at the Morrow County Airport:

4111-0018-550730 Improvement of Sites (Airport) \$3,786.25

Mr. Siegfried 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-073**

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

2016-0058-550745 Computer Software \$3,185.77

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 – CLERK OF COURTS
 FUND 2413 COMPUTERIZATION FUND: 23-A-074**

At the request of Sheri Clever, Clerk of Courts, a motion was made by Mr. Mason to appropriate from the unappropriated certified monies to the following account:

2413-4313-540410 Office Supplies \$2,000.00

Mr. Abraham 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 – CLERK OF COURTS
 FUND 2414 CSEA: 23-A-075**

At the request of Sheri Clever, Clerk of Courts, a motion was made by Mr. Siegfried to appropriate from the unappropriated certified monies to the following account:

2414-4314-530300 Purchased Services \$3,000.00

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 – LAW LIBRARY FUND 2016: 23-T-045**

At the request of Michael Bachelder, Law Library, a motion was made by Mr. Abraham to approve the following transfer of funds:

From 2016-0058-510120 Employee Wages to 2016-0058-550745 Computer Software in the amount of \$900.00
 From 2016-0058-510211 OPERS to 2016-0058-550745 Computer Software in the amount of \$2,500.00

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, DEVELOPMENT: 23-T-046**

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

**Reason – business cards

From 1000-0142-540400 Supplies & Materials to 1000-0142-530340
Communications/Printing/Advertising in the amount of \$85.00

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, COMMON PLEAS: 23-T-047**

At the request of Darlene Morehart, Fiscal Coordinator, a motion was made by Mr. Abraham to approve the following transfer of funds:

**Reason – to pay for painting to be completed in various areas of the courthouse

From 1000-6245-510120 Employee Wages to 1000-6245-530310 Professional Services in the amount of \$28,925.00

Mr. Siegfried duly seconded this motion.

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

**IN THE MATTER OF
APPROVAL TO JOURNALIZE REPORT FROM THE MORROW COUNTY TREASURER
FOR GAP SHEET AS OF THE CLOSE OF BUSINESS ON APRIL 28, 2023: 23-R-401**

Mr. Mason made a motion to journalize receipt of the Gap sheet 4/28/23 report from the Morrow County Treasurer, Jim Jahn and acknowledged and signed by the Morrow County Auditor, Conni McChesney and the Board of County Commissioners as presented:

Receipts/Disbursements balance close of business			
Recon. Items	\$0.00		
Vault	\$3,000.00		
Checking Account	\$3,536,446.88		
Sweep ICS	\$2,678,204.55		
Star Ohio	\$3,212,972.73		
CDARS 4	\$0.00		
CDARS 5	\$0.00		
PARK ICS 0603	\$229.24		
R459	\$12,031,825.82		
Wire	\$0.00		
Fifth Third	\$13,772,992.96		
Point N Pay	\$9,768.83		
Warrant	\$0.00		
Balance	\$35,245,441.01		
Monthly Investments Balance		Interest pd in	
Star Ohio	\$3,212,972.73	\$9,855.77	
Fifth Third	\$13,772,992.96	\$10,937.55	
CDARS 4	\$0.00	-\$3,798.45	
CDARS 5	\$0.00	-\$1,964.95	
R459	\$12,031,825.82	\$33,549.62	
PARK ICS 0603	\$229.24	\$0.54	
Daily Investments Balance	\$29,018,020.75		
Checking Account	\$3,536,446.88	Bank Balance	

Vault	\$3,000.00		
Wire Acct	\$0.00		
FKNB Sweep ICS	\$2,678,204.55	\$7,966.17	
Warrant	\$0.00		
Recon. Issue	\$0.00		
Point N Pay	\$9,768.83	\$56,546.25	Interest this month
	\$35,245,441.01	Funds and Banks VIP	

Mr. Siegfried duly seconded this motion.

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

**IN THE MATTER OF
PROCLAMATION IN RECOGNITION OF NATIONAL POLICE WEEK AND PEACE
OFFICER MEMORIAL DAY 2023: 23-R-402**

Mr. Siegfried made a motion to approve the following proclamation in recognition of National Police Week and Peace Officer Memorial Day 2023:

**PROCLAMATION
National Police Week and Peace Officers Memorial Day May 15-21, 2023**

WHEREAS, National Police Week was created in 1962; after then-president of the United States, John F. Kennedy signed Public Law 87-726. The law designated May 15 as Peace Officers’ Memorial Day and stated that the week in which the day falls should be National Police Week; and

WHEREAS, the first centrally organized and uniformed police force was created during King Louis XIV’s reign in Paris in 1667. In 17th century Colonial America, the most important law enforcement official was the county sheriff. In 1789, the United States Marshals Service was established, and other federal law enforcement agencies started popping up, such as the U.S. Parks Police. However, the first organized and publicly-funded professional full-time police force wasn’t established until 1838 in Boston; and

WHEREAS, it is fitting and proper that we express our gratitude for the dedicated service and courageous deeds of law enforcement officers and for the contributions they have made to the security and well-being of all our people; and

WHEREAS, The County Commissioners of Morrow County, Ohio publicly salutes the service and honors the valor and dedication of all Police Officers, Deputy Sheriffs , and Law Enforcement Professionals of Morrow County, Ohio, The State of Ohio, and The United States of America.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Morrow County Commissioners hereby recognize the week of May 15-21, 2023, as National Police Week and May 15, 2023 as Peace Officers Memorial Day. We further call upon all citizens to make every effort to express appreciation and support to these men and women who are willing to sacrifice their lives, if necessary, to protect us and our loved ones against all who would violate the law or bring us harm.

MORROW COUNTY BOARD OF COMMISSIONERS

s/Jon Mason

s/Tim Abraham

s/Timothy Siegfried

Mr. Abraham duly seconded this motion.

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

**IN THE MATTER OF
RESOLUTION FOR PRELIMINARY LEGISLATION FOR MORROW COUNTY
ENGINEER, MRW-VAR CR PAVING FY24: 23-R-403**

Mr. Siegfried made a motion to approve the following Resolution for Preliminary Legislation for project MRW-VAR CR PAVING FY24:

PRELIMINARY LEGISLATION
RC 5521.01

Resolution Number: 23-R-403
PID Number 111254
MRW-VAR CR PAVING FY24
ODOT Agreement Number 38012

The following is a Resolution enacted by the Board of Commissioners of Morrow County, Ohio, hereinafter referred to as the Local Public Agency (LPA), in the matter of the described project.

SECTION 1 – Project Description

WHEREAS, Morrow COUNTY has identified the need for the described project:

This project proposes to resurface 37.56 miles of various Morrow County roads.

NOW THEREFORE, be it resolved by the Board of Commissioners of Morrow County, Ohio;

SECTION II – Cooperation Statement

The LPA shall cooperate with the Director of Transportation in the described project.

SECTION III – Authority to Sign

The County Engineer is hereby empowered on behalf of the County to enter into contracts with the Director of Transportation necessary to complete the above described project.

Passed: May 15, 2023

Attested: s/Cheryl Heacock

MORROW COUNTY
COMMISSIONERS

s/Jon Mason
s/Timothy R. Siegfried
s/Tim D. Abraham

This Resolution is hereby declared to be an emergency measure to expedite the transportation project and to promote transportation safety. Following appropriate legislative action, it shall take effect and be in force immediately upon its passage and approval, otherwise it shall take effect and be in force from and after the earliest period allowed by law.

Mr. Mason duly seconded this motion.

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

**IN THE MATTER OF
AUTHORIZATION FOR CHAIRMAN TIM D. ABRAHAM TO SIGN 2024 WORKERS
COMPENSATION GROUP RETROSPECTIVE RATING PLAN AGREEMENT: 23-R-404**

WHEREAS, Morrow County is eligible for Workers’ Compensation Group Retrospective Rating, through the County Commissioners’ Association of Ohio; and

WHEREAS, the estimated premium for Morrow County for 2024 is \$106,010 with a 23% estimated refund, if the County participates in the Group Rating Program;

THEREFORE, Mr. Mason made a motion to authorize Chairman Tim D. Abraham to sign Form U-153 and the CCAO Workers Compensation Group Retrospective Rating Plan Agreement for 2024.

Mr. Siegfried duly seconded this motion.

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

**IN THE MATTER OF
APPROVAL OF CONTRACT BY AND BETWEEN THE BOARD OF COUNTY
COMMISSIONERS OF MORROW COUNTY, OHIO AND 20/20 ENTERPRISES,
INC.: 23-R-405**

Mr. Siegfried made a motion to approve the following contract by and between the Board of County Commissioners of Morrow County, Ohio and 20/20 Enterprises Inc. for Chip and Seal – labor only:

This contract made and entered into on the 8th day of May, 2023, by and between the Board of County Commissioners of Morrow County, Ohio, and hereinafter designated as “County”, and 20/20 Enterprises Inc., 2244 U.S. Route 22, Somerset, Ohio 43783 hereinafter designated as “Contractor”.

Witnesseth, that said Contractor, for and in consideration of the payment of the unit price bid, to be paid as hereinafter specified, hereby, agrees to furnish unto said County all the services to wit: Chip and Seal Labor as bid to be used, where, when and as directed for the improvement of the county highway road system, in accordance with plans, drawings, specifications, and photo copy of your bid proposal hereto attached, which plans, drawings, specifications and bid proposal are hereby incorporated herein and declared to be a part of this contract. The County shall pay for said services in an amount up to \$250,294.38 and not to exceed \$250,294.38 unless a change order or extra work contract is entered into all of which is consistent with the bid proposal terms and specifications.

Said Contractor further agrees to do the said work promptly, upon request of the County Engineer.

All unit prices bid for such material and work shall not be subject to price change through September 1, 2023.

And said County, for and in consideration of the true and faithful performance of said work and furnishing of said materials are aforesaid, hereby agrees to pay unto said Contractor all sums due on the unit price bid upon the certificate of County Engineer by requisition as follows. Thirty (30) days after aforesaid materials and/or labor shall all have been furnished and said labor shall have been completed and accepted, and the County has been billed for such material and work.

This contract shall be in effect through September 1, 2023.

It is mutually agreed that no extra work, or materials shall be charged for unless ordered in writing by said county.

PERFORMANCE BOND: 100 Percent Required

Witness our hands, this 15th day of May 2023

COMMISSIONERS

BOARD OF MORROW COUNTY

s/Timothy R. Siegfried
s/Tim D. Abraham
s/Jon Mason

s/20/20 Enterprises Inc.

s/Auditor, Morrow County, Ohio

Approved by
Morrow County Prosecutor
s/Thomas Smith

Mr. Abraham duly seconded this motion.

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

**IN THE MATTER OF
PARTICIPATION AGREEMENT REGARDING THE USAGE OF THE AGREEMENT
BETWEEN THE COUNTY COMMISSIONERS ASSOCIATION OF OHIO SERVICE
CORPORATION AND WEST PUBLISHING CORPORATION, EXECUTED
MAY, 2023: 23-R-406**

Mr. Siegfried made a motion to approve the following participation agreement:

This Participation Agreement, regarding the location services for Non-Custodial Parents through public records data to be performed by West Publishing Corporation through the Consolidated Lead Evaluation and Reporting database (CLEAR), is entered into for usage of the program as of June 1, 2023 through May 31, 2025, by and between the County Commissioners Association of Ohio Service Corporation (“CCAOSC”), an Ohio for profit corporation and the Board of County Commissioners,

Morrow County Job and Family Services, an entity under the auspices of the political subdivision of the State of Ohio ("Participant") and the Ohio CSEA Directors' Association ("OCDA" or "Manager").

RECITALS

WHEREAS, CCAOSC wishes to continue assisting Ohio counties which are members of the County Commissioners Association of Ohio (CCAO) and which choose to participate either for themselves or on behalf of boards, agencies, districts or other instrumentalities which are affiliated with them in securing competitively prices location services;

WHEREAS, CCAOSC wishes to avail itself of the expertise of the Ohio CSEA Directors' Association ("OCDA") in relation to the administration of said agreements;

WHEREAS, ORC Section 9.48(B) is the enabling statute that permits a political subdivision to participate in a joint purchasing program operated by a state association of political subdivisions in which the purchasing political subdivision is eligible for membership;

WHEREAS, ORC Section 9.48(C) exempts certain purchases by a political subdivision from competitive bidding through participation in an association program described in ORC Section 94.8(B);

WHEREAS, a contract was executed by representatives of West Publishing Corporation and by representatives of CCAOSC in May, 2021 after a Request for Proposal was issued, the proposal was reviewed, it was determined that West Publishing Corporation offered the best access to location data and prison data through CLEAR, and

WHEREAS, CCAOSC, OCDA and the Participant(s) agree that it is necessary and desirable that this Agreement be entered into in order to provide key investigative content at a competitive statewide price.

NOW THEREFORE, in consideration of the premises and mutual covenants hereinafter contained, the CCAOSC, the Participant(s) and the Manager agree as follows:

SECTION 1. DEFINITIONS

Manager – The Ohio CSEA Directors' Association (hereinafter referred to as OCDA or Manager) will be responsible for all activities associated with the administration of the Agreement, including invoicing and reporting, adding or changing users, and coordination of training for counties.

Participant(s) – An Ohio county which is a member of both the County Commissioners Association of Ohio (CCAO) and OCDA, as well as its boards, agencies, districts or other instrumentalities that are taking part in the Program. The Participants for this Agreement may be the County Job & Family Services Agency, the County Child Support Enforcement Agency or the Children's Services Agency which is taking part in the Program or any other program that is a county-based program in need of location services to fulfill their responsibilities. If another agency is providing services through a contract with the local family services agency that requires usage of location services, that agency may be a participant if it is requested by the county family services agency contracting with the non-family services agency for the services and that entity is a Key Partner member of OCDA. A Participant must be a member of OCDA either through a full membership for a county family services agency which includes the child support enforcement agency, or a Key Partner membership for a family services agency which does not include a child support enforcement agency, or a contracted county agency providing services to the child support enforcement agency.

Program – The use of the potential location leads for parents who are currently participants in a family services program.

Program Term – The period commencing June 1, 2023 and ending on May 31, 2025.

Vendor – West Publishing Corporation.

Agreement – That certain contract effective June 1, 2023 between West Publishing Corporation and CCAOSC for location services for non-custodial parents through public records and other provided data, in which the OCDA will be providing administrative support. The Agreement is attached hereto and referenced as Exhibit A. This Agreement is valid through May 31, 2025. The Agreement provides for one additional two-year extension after May, 2025. Any subsequent Agreement beyond May 31, 2027 will go through a competitive procurement process.

SECTION 2. RESPONSIBILITIES OF THE PARTIES REGARDING AGREEMENT

A. Participant agrees to:

1. Be bound by the terms and conditions of the Agreement.

2. Monitor its service usage by confirming that usage is for permissive purposes under the original agreement between CCAOSC and West Publishing if requested to do so.
3. Notify Manager if there is a desire to add users or services after June 1, 2023 with the understanding that they will be added at a rate of \$34.39 per user, per month for the period June 1, 2023 to May 31, 2024, and at the rate of \$35.42 per user, per month, for the period June 1, 2024 to May 31, 2025. Real time incarceration and arrest records may be added at a rate of \$106.00 per user, per month for the period June 1, 2023 to May 31, 2024, and at the rate of \$109.00 per user, per month, for the period June 1, 2024 to May 31, 2025. Batch premium alerts may be added in volume tiers according to the chart below:

June 1, 2023 to May 31, 2024

Alerts	Cost Per Month
100	\$48.00
300	\$80.00
500	\$126.00
1,000	\$238.00
1,500	\$358.00
3,000	\$675.00
5,000	\$1,092.00
10,000	\$2,117.00
25,000	\$5,127.00

June 1, 2024 to May 31, 2025

Alerts	Cost Per Month
100	\$50.00
300	\$84.00
500	\$132.00
1,000	\$250.00
1,500	\$376.00
3,000	\$709.00
5,000	\$1,147.00
10,000	\$2,223.00
25,000	\$5,383.00

4. Pay a program administrative expense to the manager with the June invoice of \$80.00 per user, per year. This fee is intended to offset costs associated with the administration of the Agreement by the Manager.
 5. Make payment to the Manager for any invoice received within thirty (30) days from receipt, as described in the Agreement. Participant will be invoiced for users monthly starting June 1, 2023 until May 31, 2025. The program administrative expense will be invoiced each year in the month of June for 2023 and 2024, respectively. Participants are not responsible for any interest on delayed payments but agree to be as timely as possible in the processing of said payments.
 6. Notify the Manager no later than **March 15, 2025** if it determines that it: i) does not want to utilize the Agreement in future contract periods; ii) does not want to maintain its membership in CCAO; iii) does not want to maintain its membership in the OCDA. Any notices provided pursuant to this paragraph shall also be utilized in the competitive procurement process. Participant must identify the number of users for the next contract period.
 7. Maintain its membership in both CCAO and OCDA during the pendency of the Agreement. If the Participant loses membership status during the Agreement time period, any remaining contract fees will be accelerated and due within thirty days of separation from membership, and services may continue to the end of the Agreement time period.
 8. Maintain the list of users with access to West Publishing Corporation under the current web-based system. All efforts must be undertaken by the Participant to maintain its number of users during the Agreement time period.
- B. County Commissioners Association of Ohio Services Corporation agrees to:**
1. Be bound by the terms and conditions of the Agreement.
 2. Immediately notify Participant if West Publishing Corporation proposes any modification, amendment or change to the Agreement.
 3. Immediately notify Participant if a public records request is made relating to Participant records that are in the possession of CCAOSC.

4. Give Participant written notice no later than March 15, 2025 if it determines that it will not continue the current agreement or enter into a new agreement after May 31, 2025.
 5. Immediately notify Participant if either West Publishing Corporation or CCAOSC exercise its right to terminate the Agreement.
 6. Not seek further payment, compensation or remuneration from Participant once payment has been made to Manager for any charges attributable to services it has acquired under the Agreement. In this same regard, CCAOSC and Manager agree to hold Participant harmless for any requests from West Publishing Corporation for payments made by Participant to Manager and not forwarded to West Publishing Corporation.
- C. Ohio CSEA Directors' Association (Manager) agrees to:
1. Be bound by the terms and conditions of the Agreement.
 2. Assist in the registration and management of users under the Agreement.
 3. Assist in procuring all necessary signatures for the Participation Agreement.
 4. Issue billing statements on a monthly basis. The first one will be for June 1, 2023.
 5. Communicate requests and feedback from the users to West Publishing Corporation.

SECTION 3. OPTIONAL PROVISIONS

REAL TIME INCARCERATION AND ARREST RECORDS

By initialing this section, Participant indicates their intention to exercise the optional provision to add Real Time Incarceration and Arrest (RTIA) Records to their Agreement and will provide a list of users for RTIA to the manager at the time of execution of this Agreement.

BATCH PREMIUM ALERTS

By initialing this section, Participant indicates their intention to exercise the optional provision to add Batch Premium Alerts to their Agreement and will communicate their selected tier of alerts to the Manager at the time of execution of this Agreement.

SECTION 4. AMENDMENTS

This Agreement may be modified as necessary as long as agreed upon by all three parties and the overall cost of all users does not change from the costs identified in this Agreement.

SECTION 5. MISCELLANEOUS

This Agreement shall be construed under the laws of the State of Ohio.

If the date on which any action or payment required to be taken or made under this Agreement is a Saturday, Sunday or legal holiday in the State of Ohio, that action shall be taken or that payment shall be made on the next succeeding day which is not a Saturday, Sunday or legal holiday.

1. DEBT CHECK PROVISION

Ohio Revised Code Section 9.24 prohibits public agencies from awarding a contract for goods, services, or construction, paid for in whole or in part from state funds, to a person or entity against who a finding for recovery has been issued by the Ohio Auditor of State, if the finding for recovery is unresolved. By entering into this Contract, Vendor warrants that a finding for recovery has not been issued to Vendor by the Ohio Auditor of State. Vendor further warrants that Vendor shall notify the county within one (1) business day should a finding for recovery occur during the Contract term.

2. NON-DISCRIMINATION/EQUAL OPPORTUNITY

Vendor agrees that, in the hiring of employees for the performance of work under the contract or any subcontract, no contractor or subcontractor, by reason of race, color, religion, sex, age, disability or military status as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the contract relates;

Vendor further agree that no contractor, subcontractor, or person acting on behalf of any contractor or subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of work under the contract on account of race, color, religion, sex, age, disability or military status as defined in section 4112.01 of the Revised Code, national origin, or ancestry.

All contractors from whom the state or any of its political subdivisions make purchases shall have a written affirmative action program for the employment and effective utilization of economically

disadvantaged persons, as referred to in division (E)(1) of section 122.71 of the Revised Code. Annually, each such contractor shall file a description of the affirmative action program and a progress report on its implementation with the equal employment opportunity office of the department of administrative services.

IN WITNESS WHEREEOF, the undersigned representatives of CCAOSC, Participant, and Manager pursuant to the duly adopted authorizing resolutions of their governing boards have signed this Agreement.

COUNTY COMMISSIONERS ASSOCIATION OF OHIO SERVICE CORPORATION
s/Cheryl Subler

COUNTY OF MORROW
s/Jon Mason
s/Timothy R. Siegfried
s/Tim D. Abraham

PARTICIPANT AGENCY NAME: Morrow County Job and Family Services
s/Sundie Brown

OHIO CSEA DIRECTORS' ASSOCIATION
s/Amy Roehrenbeck

Mr. Mason duly seconded this motion.

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

**IN THE MATTER OF
APPROVAL OF SCHOOL RESOURCE OFFICER AGREEMENT BETWEEN HIGHLAND
LOCAL SCHOOLS AND MORROW COUNTY SHERIFF'S OFFICE: 23-R-407**

WHEREAS, the Morrow County Sheriff's Office and the Morrow County School Districts are committed to ensuring the safety of our young people; and

WHEREAS, the Morrow County Sheriff's Office School Resource Officer program will be based on input from the Sheriff's Office, the school administration, teachers, faculty and students. The program will be fashioned for an experience unformed deputy who is specifically training to:

- Relate positively to children and young persons;
- Use a variety of teaching methods and resources;
- Support schools in consulting with parents and the community;
- Work with teachers to plan, implement and evaluate classroom lessons;
- Establish a positive liaison between the school and the Sheriff's Office.

WHEREAS, the school resource office is supervised by the Chief Deputy and will be assigned to the Highland Local Schools during the 2023/2024 school year. The deputy would be heavily involved in educating our youth and other crime prevention and community relations activities. We believe this structure would provide our community the most effective response to the needs of juveniles and offer us the opportunity to expand our services in crime prevention and community education.

WHEREAS, the school agrees to pay the Morrow County Sheriff 100% of the salary and benefits of the SRO officer covered under this agreement.

THEREFORE, Mr. Siegfried made a motion to approve the agreement between Highland Local Schools and the Morrow County Sheriff's Office for a School Resource Officer.

Mr. Abraham duly seconded this motion.

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

**IN THE MATTER OF
APPROVAL FOR COMMISSIONER'S TO SIGN CONSTRUCTION PLANS FOR MRW-VAR
CR PAVING FY 24 RESURFACING PROJECT: 23-R-408**

WHEREAS, the Morrow County Engineer has presented the Commissioners with the Construction Plans for MRW-VAR CR PAVING FY 24 resurfacing project situated in the State of Ohio, County of Morrow and being part of Canaan, Cardington, Chester, Congress, Franklin, Gilead, Harmony, Lincoln, Perry, North Bloomfield, South Bloomfield and Westfield Townships; and

WHEREAS, the project description is as follows:

This project is to resurface on the following road list within the named townships above:

- CR 9 – from SR42 to Edison South Corp. line – 2.55 miles
- CR 22 – from SR 42 to Knox Co. line – 5.41 miles
- CR 23 – from SR 61 to Chesterville West Corp. – 7.17 miles
- CR 38 – from SR 288 to Township Road 8 – 1.96 miles
- CR 40 – from SR 288 to Township Road 8 – 1.86 miles
- CR 153 – from SR 746 to Marion Co. line – 2.97 miles
- CR 25 – from SR 61 to County Road 20 – 3.05 miles
- CR 19 – from Knox Co. line to SR 229 – 3.67 miles
- CR 28 – from SR 529 to SR 95 – 5.08 miles
- CR 166 – from County Road 159 to Cardington South Corp. line – 3.84 miles

THEREFORE, Mr. Abraham made a motion that We, The Commissioners of Morrow County in formal session, hereby approve these plans.

Mr. Siegfried duly seconded this motion.

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

**IN THE MATTER OF
APPROVAL OF QUOTE FOR OFFICE FURNISHINGS AND INSTALLATION, IT OFFICE
AT THE COURTHOUSE: 23-R-409**

Mr. Mason made a motion to approve the quote from Options Plus Furniture, Ltd in the amount of \$4,548.00 for office furnishings and installation in the IT office at the Courthouse.

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, COURTHOUSE: 23-T-048**

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

**Reason – to pay for the approved office furnishings and installation in the IT office at the Courthouse
From 1000-0117-550720 General Fund Capital Improvements to 1000-0118-550740 Courthouse
Equipment/Computer/Furniture in the amount of \$4,548.00

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-410**

Mr. Abraham made a motion to recess session at 9:13 a.m.

Mr. Siegfried 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-411**

Mr. Abraham made a motion to return to regular session at 10:28 a.m.

Mr. Mason duly seconded this motion.

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

10:30 a.m. Proclamation**IN THE MATTER OF
PROCLAMATION – MENTAL HEALTH MONTH 2023 (Delaware-Morrow Mental Health & Recovery Services Board): 23-R-412**

Mr. Siegfried made a motion to approve the following Proclamation:

PROCLAMATION**Mental Health Month 2023****“Look Around, Look Within”****Presented by Delaware-Morrow Mental Health & Recovery Services Board**

WHEREAS, the area that someone lives in plays a significant role in their overall health and well-being; and

WHEREAS, surroundings can impact if, how, and when a person’s needs are met, which in turn affects mental health; and

WHEREAS, having safe, stable, and healthy home conditions set the foundation for achieving and maintaining good mental health; and

WHEREAS, with early and effective interventions, those individuals with mental health conditions can recover and lead full, productive lives; and

WHEREAS, each business, school, government agency, health care provider, organization, and citizen shares the burden of mental health problems and has a responsibility to promote mental wellness and support prevention efforts.

THEREFORE, We the Board of Commissioners of Morrow County, do hereby proclaim May 2023 as Mental Health Month in Morrow County. We call upon the citizens, government agencies, public, public and private institutions, businesses, and schools in Morrow County to recommit our community to increasing awareness and understanding of mental health, the steps our citizens can take to protect their mental health, and the need for appropriate and accessible services for all people with mental health conditions.

Morrow County Commissioners

s/Jon Mason
Siegfried

s/Tim D. Abraham

s/Timothy R.

Passed: May 15, 2023

Mr. Abraham 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-413**

Mr. Abraham made a motion to recess session at 10:31 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-414**

Mr. Abraham made a motion to return to regular session at 2:42 p.m.

Mr. Siegfried duly seconded this motion.

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

**IN THE MATTER OF
PROCLAMATION RECOGNIZING THE 75TH ANNIVERSARY OF THE FOUNDING OF
THE MODERN STATE OF ISRAEL: 23-R-415**

Mr. Siegfried made a motion to approve the following Proclamation recognizing the 75th anniversary of the founding of the modern State of Israel:

Proclamation

A proclamation recognizing the 75th anniversary of the founding of the Modern State of Israel

WHEREAS, on November 29, 1947, the United Nations General Assembly voted to partition the British Mandate for Palestine and create a Jewish state; and

WHEREAS, on May 14, 1948, the people of Israel proclaimed the establishment of the Jewish sovereign and independent State of Israel, and the United States government was the first to recognize Israel's independence and later established full diplomatic relations with Israel; and

WHEREAS, the desire of the Jewish people to establish an independent modern State of Israel is an outgrowth of the historic kingdom of Israel established in the land of Israel 3,000 years ago, with the City of Jerusalem as its capital; and

WHEREAS, for more than 2,000 years there has been a continuous Jewish presence and residence in the lands comprising the modern State of Israel; and

WHEREAS, since its establishment 75 years ago, the modern State of Israel has rebuilt a nation, forged a new and dynamic society, and created a thriving economic, political, cultural, and intellectual life for its people despite the heavy costs of war, terrorism, and unjustified diplomatic and economic boycotts against the people of Israel; and

WHEREAS, Israel regularly sends humanitarian aid, search and rescue teams, mobile hospitals, and other emergency supplies to help victims of disasters around the world and has absorbed millions of Jews from other countries and fully integrated these immigrants into Israeli society; and

WHEREAS, for seven decades, the United States and Israel have maintained a special relationship based on shared democratic values, common strategic interests, and moral bonds of friendship and mutual respect; and

WHEREAS, Jerusalem has played a central role in the history and identity of the Jewish people for over 3,000 years and is the location of the holiest site, the Temple Mount, as well as the Western Wall, where people from around the world come to pray; and

WHEREAS, the U.S. Federal Government recently recognized Jerusalem as the undivided capital of Israel and has relocated the United States Embassy in Israel from Tel Aviv to Jerusalem; and

NOW THEREFORE, as Board of Commissioners from Morrow County, We do hereby recognize this special occasion of the State of Israel's 75th Anniversary.

Morrow County Board of Commissioners

s/Jon Mason

s/Tim D. Abraham

s/Timothy R. Siegfried

Mr. Mason duly seconded this motion.

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

**IN THE MATTER OF
AUTHORIZATION FOR CHAIRMAN TIM D. ABRAHAM TO SIGN THE MORROW
COUNTY JOB & FAMILY SERVICES TITLE XX COUNTY PROFILE: 23-R-416**

At the request of Sundie Brown, Director of Morrow County Job & Family Services, a motion was made by Mr. Mason authorizing Chairman Tim D. Abraham to sign the proposed Title XX County Profile for Year: 2024.

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 (CASH) DEBT TO CONSOLIDATED DEBT FUND
3178: 23-T-049**

Mr. Mason made a motion to approve the following transfer of funds (cash):

**Reason --to pay for debt interest payment due 6/1/2023 for Courthouse and Community Service Building

From 1000-0120-590910 General Fund Debt Transfer Out to 3178-1090-490931 Consolidated Debt Transfer In in the amount of \$35,416.75.

From 2072-0172-590910 Social Services Debt Transfer Out to 3178-1090-490931 Consolidated Debt Transfer In in the amount of \$23,125.00

Mr. Siegfried duly seconded this motion.

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

**IN THE MATTER OF
APPROVAL OF QUOTE FOR WIRING IN COURTROOM: 23-R-417**

Mr. Abraham made a motion to approve the quote from Peak Power to replace old wiring in courtroom in the amount of \$2,800.00.

Mr. Siegfried 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 – CAPITAL
IMPROVEMENTS FUND 4111: 23-A-076**

Mr. Abraham made a motion to appropriate from the unappropriated certified monies to the following account for the replacement of old wiring in the courtroom:

4111-0118-550730	Improvement of Sites (Courthouse)	\$2,800.00
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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 – GENERAL
FUND, TRANSFER OUT: 23-A-077**

Mr. Mason made a motion to appropriate from the unappropriated certified monies to the following account to transfer to Johnsville sewer for a cash advance:

1000-0101-590910	General Fund Transfer Out	\$10,000.00
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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 (CASH) GENERAL FUND TO JOHNSVILLE SEWER: 23-T-050**

Mr. Siegfried made a motion to approve the following transfer of funds (cash):

**Reason – cash advance to Johnsville sewer

From 1000-0101-590910 General Fund Transfer Out to 5100-1090-490931 Johnsville Sewer Transfer In in the amount of \$10,000.00

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