

REGULAR SESSION NOVEMBER 14, 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

County Staff: Collin Sanders (Bd of DD), Mike Goff (Treasurer), Tom Smith (Prosecutor), Andy Ware (Development) and Don Glosser (Engineer).

Public in attendance: Carol & Larry Ebert

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 NOVEMBER 9, 2022: 22-R-886**

Mr. Whiston made a motion to approve the minutes of regular session of November 9, 2022, as recorded in the Commissioners Journal # 50.

Mr. Abraham duly seconded this motion

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

**IN THE MATTER OF
APPROVAL OF BILLS FOR PAYMENT: 22-R-887**

Mr. Siegfried made a motion to approve payment of bills numbered 1 through 65 submitted by the Morrow County Auditor's office.

Mr. Abraham duly seconded this motion

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

**IN THE MATTER OF
PAY-INS: 22-R-888**

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

Receipt Batch #3043 Payments received from Ketterman customers for sewer fund 5121 \$173.60
Payments received from Chesterville customers for sewer fund 5159 \$120.00

Receipt Batch #3044 Payments received from Chesterville customers for sewer fund 5159 \$60.00
Payments received from Johnsville customers for sewer fund 5100 \$60.00
Payments received from Ketterman customers for sewer fund 5121 \$161.84
Payments received from Somoco customers for sewer fund 5110 \$52.71

**IN THE MATTER OF
APPROPRIATION OF UNAPPROPRIATED CERTIFIED MONIES – GENERAL FUND,
WORKERS COMPENSATION: 22-A-189**

Mr. Abraham made a motion to appropriate from the unappropriated certified monies to the following account in order to pay BWC upfront and receive a 2% credit:

1000-0133-510230 Workers Compensation \$40,378.00

Mr. Siegfried duly seconded this motion.

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

**IN THE MATTER OF
TRANSFER OF FUNDS – GENERAL FUND, PROSECUTOR: 22-T-189**

At the request of Ryan W. Stickel, Morrow County Assistant Prosecutor, a motion was made by Mr. Whiston to approve the following transfer of funds:

**Reason – to completely use the money appropriated

From 1000-4447-520330 Training & Travel to 1000-4447-510120 Employee Wages in the amount of \$400.00

From 1000-4447-530346 Copier/Lease to 1000-4447-510120 Employee Wages in the amount of \$300.00

From 1000-4447-530346 Copier/Lease to 1000-4447-530346 Copier Lease in the amount of \$100.00

From 1000-4447-530346 Copier/Lease to 1000-4447-550740 Equip/Comp/Furn in the amount of \$100.00

From 1000-4404-530346 Copier/Lease to 1000-4404-550740 Equipment/Comp/Furn in the amount of \$1,000.00

Mr. Abraham duly seconded this motion.

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

**IN THE MATTER OF
TRANSFER OF FUNDS – BD OF DD FUND 2010: 22-T-190**

At the request of Collin Sanders, Director of Finance and Operations, a motion was made by Mr. Whiston to approve the following transfer of funds:

**Reason – for the payments of security upgrade to the doors and security system

From 2010-0500-530400 Grant Match to 2010-0500-550700 Capital Improvement in the amount of \$20,000.00

Mr. Siegfried duly seconded this motion.

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

**IN THE MATTER OF
TRANSFER OF FUNDS – GENERAL FUND, COMMISSIONERS: 22-T-191**

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

**Reason – To pay invoice from Sheriff’s Office for BCI Background Check for New Recycling Director.

From 1000-0101-530310 Professional Services to 1000-0101-530300 Purchased Services in the amount of \$25.00

Mr. Siegfried duly seconded this motion.

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

**IN THE MATTER OF
RESOLUTION TO APPROVE THE SUBMISSION OF AN APPLICATION FOR THE LOCAL
ASSISTANCE AND TRIBAL CONSISTENCY FUND FOR ELIGIBLE REVENUE SHARING
COUNTIES: 22-R-889**

Mr. Siegfried made a motion to approve the submission of an application for the Local Assistance and Tribal Consistency Fund for eligible revenue sharing counties:

Mr. Abraham duly seconded this motion.

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

**IN THE MATTER OF
APPROVAL OF PAY REQUEST #5 FOR PROJECT MRW-CR11-2.86, PID 106653 AND
APPROVAL FOR CHAIRMAN TO SIGN: 22-R-890**

Mr. Siegfried made a motion to approve Pay Request#5 for the project MRW-CR11-2.86, PID 106653 and approval for Chairman Timothy R. Siegfried to sign:

Pay Request

Estimate No. #5
Date: 11/9/2022
Invoice No. NA

Project: MRW-CR11-2.86, PID 106653

Owner Address: Morrow County Commissioner's
80 North Walnut Street
Mt. Gilead, Ohio 43338

Contractor Address: R & I Construction, Inc.
2931 S. State Route 67
Tiffin, Ohio 44883

Engineers Address: Morrow County Engineer
50 East High Street
Mount Gilead, Ohio 43338

Original Contract: \$2,305,621.00
Change Order To Date \$ 2,320.00
Total Contract Amount \$2,307,941.00
Amount completed to-date \$1,963,473.96

Less Previous Payments \$1,782,908.78

Total Amount Due This Request \$ 180,565.18

s/Contractor 11/9/2022
s/Bart Dennison 11/9/2022
s/Timothy R. Siegfried 11/14/2022

Mr. Whiston duly seconded this motion.

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

**IN THE MATTER OF
APPROVAL TO JOURNALIZE REPORT FROM THE MORROW COUNTY TREASURER
FOR GAP SHEET AS OF THE CLOSE OF BUSINESS ON OCTOBER 31, 2022: 22-R-891**

Mr. Whiston made a motion to journalize receipt of the Gap sheet 10/31/2022 report from the Morrow County Treasurer, Michael Goff and acknowledged and signed by the Morrow County Auditor, Pat Davies and the Board of County Commissioners as presented:

Receipts/Disbursements balance close of business			
Recon. Items	\$0.02		
Vault	\$3,000.00		
Checking Account	\$3,524,116.11		
Sweep ICS	\$2,904,448.72		
Star Ohio	\$543,121.92		
CDARS 3	\$0.00		
CDARS 4	\$2,004,504.63		
CDARS 5	\$1,036,899.80		
CDARS 6	\$2,003,813.52		
PARK ICS 0603	\$226.52		
R459	\$7,016,608.92		
Wire	\$96,150.29		

Fifth Third	\$13,672,176.71		
Engineer Note	\$90,839.12		
Commissioners	\$125,883.60		
Point N Pay	\$3,839.93		
Warrant	\$0.00		
Balance	\$33,025,629.81		
Monthly Investments Balance		Interest pd in	
Star Ohio	\$543,121.92	\$1,388.28	
Fifth Third	\$13,672,176.71	\$6,185.76	
CDARS 4	\$2,004,504.63	\$340.09	
CDARS 5	\$1,036,899.80	\$175.93	
CDARS 3	\$0.00		
CDARS 6	\$2,003,813.52	\$340.00	
R459	\$7,016,608.92	\$10,276.68	
Park ICS 0603	\$226.52	\$.30	
Engineer Note	\$90,839.12	\$396.68	
Commissioners Note	\$125,883.60	\$206.81	
Daily Investments Balance	\$26,494,074.74		
Checking Account	\$3,524,116.11	Bank Balance	
Vault	\$3,000.00		
Wire Acct	\$96,150.29		
FKNB Sweep ICS	\$2,904,448.72		
Warrant	\$0.00		
Recon. Issue	\$0.02		
Point N Pay	\$3,839.93		
	\$33,025,629.81	Funds and Banks VIP	

Mr. Siegfried duly seconded this motion.

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

**IN THE MATTER OF
APPROVAL TO RECESS SESSION: 22-R-892**

Mr. Siegfried made a motion to recess session at 9:11 a.m.

Mr. Abraham duly seconded this motion.

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

**IN THE MATTER OF
APPROVAL TO RETURN TO REGULAR SESSION: 22-R-893**

Mr. Siegfried made a motion to return to regular session at 10:04 a.m.

Mr. Abraham duly seconded this motion.

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

**IN THE MATTER OF
APPROVAL OF CONTRACT TO PURCHASE COUNTY ROAD 11
MITIGATION PROPERTY FROM CAROL EBERT: 22-R-894**

Commissioner Siegfried made a motion to approve the following Contract to Purchase property from Carol Ebert located on County Road 11 as mitigation property for the Morrow County Engineer:

CONTRACT TO PURCHASE
County Road 11 Mitigation Property

This Agreement, entered into as of this 14th day of November, 2022, by and between the **BOARD OF COMMISSIONERS OF MORROW COUNTY, OHIO**, hereinafter called "Buyer"; and **CAROL EBERT**, hereinafter called "Seller".

WITNESSETH:

In consideration of the mutual promises, representations, and agreements contained herein, the SELLER and BUYER hereby agree:

1. **Legal Description of Property.** Seller agrees to sell and convey, upon fulfillment of all the obligations and terms of this Agreement to be paid and performed by BUYER, by good and sufficient deed of general warranty, with release of dower of all spouses and with covenant against encumbrances, unto said BUYER, free of all liens and encumbrances except as hereinafter provided, and in substantially the same condition and state of repair as at the time of the signing of this Agreement, the following described real estate:

Permanent Parcel Nos. C07-001-00-094-00 and C07-001-00-094-02, LEGAL DESCRIPTION IS ATTACHED HERETO AS EXHIBIT "A" AND INCORPORATED HEREIN BY REFERENCE.
2. **Payment of Purchase Price.** BUYER promises, covenants, and agrees to buy said real estate and to pay Seller \$7,000 per acre (\$69,426) and an acknowledgement of a land donation from Carol Ebert in the amount \$2,000 per acre (\$19,836) for a total compensation of \$89,262 for said property. Funds for the purchase and any closing or recording costs will be provided by the Morrow County Engineer's Office.
3. **Evidence of Title.** At Closing, SELLER shall deliver to BUYER a general warranty deed, in fee simple absolute, free of any dower interest. Title so conveyed shall be free, clear, unencumbered and marketable, in fact and of record, at the delivery of the deed, except for taxes as herein provided. Any existing encumbrances upon the property which SELLER is required to remove under this Agreement may be paid and discharged with the purchase money at the time of Closing.
4. **Possession.** SELLER agrees to deliver possession of said real estate and contents at the time of the Closing.
5. **Fixtures.** SELLER and BUYER agree that any items construed as fixtures and will pass to BUYER at the time of Closing, free from any lien or security interest.
6. **Prorating of Taxes, Assessments, Etc.** Real estate taxes and assessments shall be prorated as of the date of Closing: SELLER shall pay all of the above said costs and charges attributable to their ownership period and BUYER shall pay said costs and charges thereafter. The proration of real estate taxes and assessments shall be based upon the most current tax bills available and shall not be recomputed subsequent to Closing notwithstanding an increase or decrease in such taxes or assessments.
7. **Warranties of Condition.** The SELLER hereby warrants that the premises shall be in good condition and repair, if applicable, and that SELLER will refrain from taking any action that significantly damages the environment or value of the property as a mitigation project under the Morrow County Engineer's Olentangy Watershed Permit.
8. **EPA Approval.** This agreement is conditioned on the Ohio EPA approving the above mentioned parcels for mitigation projects by the Morrow County Engineer as required by its Olentangy Watershed permit requirements within 60 days of closing.
9. **Eminent Domain.** If prior to the date of Closing, all or any part of the above-described property is taken by eminent domain or in negotiated settlement thereof, BUYER may elect to cancel this Agreement prior to the date of Closing. In the event BUYER so elects, both parties shall be relieved and released from any further liability hereunder. Unless this Agreement is so cancelled, it shall remain in full force and effect, and SELLER shall assign, transfer and set over to BUYER all of the SELLER'S right, title and interest in and to any awards or proceeds that may be received for such taking.

10. Time of Closing. The Closing of title for said property shall take place on or before November 14, 2022, at a time and place mutually agreeable to both parties. Possession shall be given at the time of Closing.

11. Walk-Through Inspection. Once a closing date has been established, BUYER or its representative may, upon reasonable notice to SELLER, gain access to the premises for the purpose of inspection or planning in collaboration with other entities.

12. Survivability of Contract Terms. The provisions of this Agreement shall survive the deed.

13. Governing Law; Definitions. The conditions and terms of this Agreement shall be governed, interpreted and construed according to the laws of the State of Ohio. The headings in bold type in the provisions of this Agreement are for purposes of organization and clarity only, and are not intended to be part of the substance of the provisions of this Agreement.

14. Integration of Agreement. This Agreement and the acceptance thereof shall constitute the entire agreement of the parties, and no oral, verbal, or implied agreements or understanding shall vary the terms of the contract. This Agreement, when accepted, shall be binding upon the parties, their heirs, administrators, executors, and assigns.

15. Time for Acceptance. This Agreement shall be open for acceptance until midnight on the 11-14, 2022, and a signed copy shall be promptly returned to BUYER upon acceptance.

Commissioner Whiston seconded the Motion, and thereupon, the votes in favor of this Resolution were recorded and reflected by the signatures hereto.

BE IT FURTHER RESOLVED: that it is hereby found and determined that all formal actions of this Board of County Commissioners concerning and relating to the adoption of this Resolution were adopted in an open meeting of the Board of County Commissioners, and that all deliberations of the Board of County Commissioners and any of its committees that resulted in such formal action, were in a meeting open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Adopted the 14th day of November, 2022.

For Seller:
s/Carol Ebert 11/14/2022

For Buyer:
s/Tim Siegfried, Chairman 11/14/22

s/Tim Abraham, Commissioner 11/14/22

s/Thomas Whiston, Commissioner 11/14/22

MORROW COUNTY BOARD OF COMMISSIONERS

Attest: s/Cheryl Heacock, Clerk

Prepared by:
s/Thomas J. Smith, Morrow County Prosecuting Attorney

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

**IN THE MATTER OF
APPROVAL TO RECESS SESSION: 22-R-895**

Mr. Siegfried made a motion to recess session at 10:12 a.m.

Mr. Whiston duly seconded this motion.

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

**IN THE MATTER OF
APPROVAL TO RETURN TO REGULAR SESSION: 22-R-896**

Mr. Siegfried made a motion to return to regular session at 2:54 p.m.

Mr. Abraham duly seconded this motion.

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

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

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

We hereby certify the foregoing to be true and correct.

CHAIRMAN

CLERK

ASSISTANT CLERK

MORROW COUNTY COMMISSIONERS