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**REGULAR SESSION OCTOBER 25, 2021**

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. Whiston and Mr. Siegfried

Absent: Mr. Abraham

Public in attendance: John Harsch (EMA), Sheriff Hinton 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 OCTOBER 20, 2021: 21-R-755**

Mr. Siegfried made a motion to approve the minutes of regular session of October 20, 2021, as recorded in the Commissioners Journal # 49.

Mr. Whiston duly seconded this motion

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

**IN THE MATTER OF  
APPROVAL OF BILLS FOR PAYMENT: 21-R-756**

Mr. Whiston made a motion to approve payment of bills numbered 1 through 78 submitted by the Morrow County Auditor's office.

Mr. Siegfried duly seconded this motion

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

**IN THE MATTER OF  
PAY-INS: 21-R-757**

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

Pay-in #212831 Payment from State of Ohio for public defender reimbursement for July 2021 1000-1050-450515 \$38,663.00

Pay-in #212841 Payment from Inmate Calling Solutions for phone commissary at the Jail 2901-1020-420204 \$2,409.75 and 1000-1020-420204 \$425.25

Receipt Batch #2157 Payments received from Chesterville customers for sewer fund 5159 \$2,820.72

Payments received from Johnsville customers for sewer fund 5100 \$448.60

Payments received from Ketterman customers for sewer fund 5121 \$346.20

Payments received from Somoco customers for sewer fund 5110 \$204.31

**IN THE MATTER OF  
TRANSFER OF FUNDS – JOB AND FAMILY SERVICES FUND 2101 CSEA: 21-T-100**

At the request of Denise Sayre-Rogers, Fiscal Officer, a motion was made by Mr. Siegfried to approve the following transfer of funds:

\*\*Reason – need appropriation to cover payroll related fringe benefits through year-end

From 2101-1010-510240 CSEA Unemployment Fees to 2101-1010-510211 CSEA OPERS – Employer Share in the amount of \$1,300.00

From 2101-1010-510240 CSEA Unemployment Fees to 2101-1010-510220 CSEA Health Insurance – Employer Share in the amount of \$3,700.00

Mr. Whiston duly seconded this motion.

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

**IN THE MATTER OF  
TRANSFER OF FUNDS – JOB AND FAMILY SERVICES FUND 2152 WIOA: 21-T-101**

At the request of Denise Sayre-Rogers, Fiscal Officer, a motion was made by Mr. Siegfried to approve the following transfer of funds:

\*\*Reason – need appropriation to cover approved client training costs through year-end

From 2152-1103-530334 WIOA Adult Shared/Indirect Costs to 2152-1102-530335 WIOA Dislocated Worker Program Services in the amount of \$5,000.00

Mr. Whiston duly seconded this motion.

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

**IN THE MATTER OF  
TRANSFER OF FUNDS – GENERAL FUND- LAW ENFORCEMENT: 21-T-102**

At the request of Melissa Caldwell, Accounts Payable/Receivable, a motion was made by Mr. Siegfried to approve the following transfer of funds:

From 1000-9019-510122 Certified Wages to 1000-9019-510120 Employee Wages in the amount of \$50,000.00

From 1000-9019-510122 Certified Wages to 1000-9019-510190 OT in the amount of \$4,000.00

From 1000-9019-510122 Certified Wages to 1000-9019-510211 OPERS in the amount of \$20,000.00

From 1000-9019-510122 Certified Wages to 1000-9019-520330 Training in the amount of \$1,500.00

From 1000-9019-510122 Certified Wages to 1000-9019-540420 Fuel in the amount of \$5,000.00

From 1000-9019-510213 Medicare to 1000-9019-540420 Fuel in the amount of \$1,000.00

From 1000-9019-530324 Scanning to 1000-9019-540420 Fuel in the amount of \$3,500.00

Mr. Whiston duly seconded this motion.

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

**IN THE MATTER OF  
TRANSFER OF FUNDS, GENERAL FUND- JAIL: 21-T-103**

At the request of Melissa Caldwell, Accounts Payable/Receivable, a motion was made by Mr. Whiston to approve the following transfer of funds:

From 1000-9119-530344 Printing to 1000-9119-530359 Other Utilities in the amount of \$250.00

From 1000-9119-530339 Inmate Food to 1000-9119-530351 Electric in the amount of \$5,000.00

From 1000-9119-530339 Inmate Food to 1000-9119-530352 Water/Sewer in the amount of \$5,000.00

From 1000-9119-530335 SORN to 1000-9119-530352 Water/Sewer in the amount of \$500.00

Mr. Siegfried duly seconded this motion.

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

**IN THE MATTER OF  
TRANSFER OF FUNDS, GENERAL FUND – DETECTIVE BUREAU: 21-T-104**

At the request of Melissa Caldwell, Accounts Payable/Receivable, a motion was made by Mr. Whiston to approve the following transfer of funds:

From 1000-9219-530310 Professional Services to 1000-9219-530321 Leases and Rents in the amount of \$709.06

Mr. Siegfried duly seconded this motion.

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

**IN THE MATTER OF  
TRANSFER OF FUNDS, SHERIFF FUND 2919 – CONCEALED CARRY: 21-T-105**

At the request of Melissa Caldwell, Accounts Payable/Receivable, a motion was made by Mr. Siegfried to approve the following transfer of funds:

From 2919-9319-530335 Program Services to 2919-9319-550740 Equipment in the amount of \$3,000.00

From 2919-9319-530335 Program Services to 2919-9319-540400 Supplies in the amount of \$9,000.00

Mr. Whiston duly seconded this motion.

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

**IN THE MATTER OF  
TRANSFER OF FUNDS, SHERIFF FUND 2966 – OUTSIDE HOUSING: 21-T-106**

At the request of Melissa Caldwell, Accounts Payable/Receivable, a motion was made by Mr. Siegfried to approve the following transfer of funds:

From 2966-9666-510230 W/C to 2966-9666-510190 OT in the amount of \$8,000.00

From 2966-9666-510211 OPERs to 2966-9666-510190 OT in the amount of \$3,000.00

Mr. Whiston duly seconded this motion.

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

**IN THE MATTER OF  
TRANSFER OF FUNDS – ENGINEER'S FUND 2202: 21-T-107**

At the request of Bart Dennison, Morrow County Engineer, a motion was made by Mr. Siegfried to approve the following transfer of funds:

\*\*Reason – additional funds are needed to pay for stone

From 2202-2202-540444 Patching Material to 2202-2202-540442 Stone in the amount of \$30,000.00

Mr. Whiston duly seconded this motion.

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

**IN THE MATTER OF  
APPROVAL FOR JOHN HARSCH, EMA DIRECTOR, TO SIGN GRANT AGREEMENT FOR  
THE FY 2021 EMPG: 21-R-758**

Mr. Whiston made a motion to approve John Harsch, EMA Director, to sign the Ohio Emergency Management Agency Grant Agreement:

FY2021 Emergency Management Performance Grant Program

Total Award: \$42,500.00

Performance Period: 10/1/2020 – 9/30/2022

s/John Harsch, EMA Director  
Morrow County Emergency Management Agency

s/Sima S. Merick, Executive Director 10/21/2021  
Ohio Emergency Management Agency, State Administering Agency

Mr. Siegfried duly seconded this motion.

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

**IN THE MATTER OF  
APPROVAL OF CENTRAL OHIO YOUTH CENTER AGREEMENT FOR SERVICES  
TO YOUTH AND APPROVAL FOR CHAIRMAN TO SIGN: 21-R-759**

Mr. Siegfried made a motion to approve the Central Ohio Youth Center Agreement For Services to Youth and approval for Chairman Tom E. Whiston to sign:

**Central Ohio Youth Center  
Agreement for Services to Youth**

The Joint District Juvenile Detention Board of Champaign, Delaware, Madison and Union Counties, DBA Central Ohio Youth Center Community Residential Center (hereinafter referred to as "COYC/CRC"), 18100 State Route 4, Marysville, Ohio 43040 and Morrow County Juvenile Court, 48 East High Street, Mt. Gilead, Ohio 43338 (hereinafter referred to as "Morrow County") do hereby enter into this Memorandum of Understanding in order to provide a secure correctional treatment program for chronic juvenile offenders.

THEREFORE, Morrow County and COYC/CRC, in consideration of the mutual benefits accruing to them and the juvenile, do hereby covenant and agree as follows:

1. COYC/CRC, shall receive juveniles from Morrow County for the secure correctional treatment program. During his/her placement the juvenile will participate in Programs, and receive Intervention and Educational Services.
2. For any child placed in the COYC/CRC, Morrow County agrees to pay One Hundred Ninety Dollars and 00/100 (\$190.00) per day. Morrow County shall pay for juveniles placed in the CRC the end of each month upon presentation of properly itemized invoices for such month.
3. Morrow County agrees to provide on admission of a child to the CRC a copy of the court order under which the child is placed. This court order shall include the name of the school district responsible for the child's education. In addition, Morrow County will provide a brief medical history, a copy of Insurance/Medicaid card (if applicable) and any medications and prescriptions for refills.
4. The consideration provided for under this agreement shall be in payment of all services rendered by the COYC/CRC and actual cost incurred by the COYC/CRC for receiving, maintaining, and safely keeping such juveniles. However, should it become necessary in the judgment of the COYC staff, mental health professional and/or on-site physician for any such juveniles to be hospitalized or to receive off-site medical and/or mental health treatment and/or services by reason of illness or injury (including injury that is self inflicted by such juvenile), the cost of such hospitalization or medical/mental health treatment/services shall forwarded to Morrow County at the end of the month along with invoices for any bed space used.
5. Should it become necessary to remove a juvenile from the program, Morrow County will be given ten (10) calendar days to find an alternate placement.
6. All charges under this agreement shall be fully paid within thirty (30) days of receipt of the invoice for all services rendered during the immediate preceding month.
7. This agreement shall not be modified or changed unless it is done so in writing and by agreement of all parties hereto.
8. Morrow County agrees that during the time covered by this agreement, it shall and will abide and be governed by any and all rules and regulations, which are now or at any time in the future, may be in force at the COYC/CRC.
9. This agreement shall become effective on July 1, 2021 and shall run until and through June 30, 2022.

WHEREUPON, the parties have signed this document on the dates indicated below. Signatures indicate agreement to all Terms and Conditions listed herein.

Morrow County:

s/Robert C. Hickson, Jr., Judge  
10/22/2021

s/Thomas E. Whiston, Commissioner  
10/25/2021

s/Central Ohio Youth Center

Approved as to form:  
s/Pete Nevada, Attorney

Mr. Whiston duly seconded this motion.

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

**IN THE MATTER OF  
APPROVAL OF CENTRAL OHIO YOUTH CENTER AGREEMENT BETWEEN THE  
COUNTY OF MORROW, OHIO AND CENTRAL OHIO YOUTH CENTER FOR STANDARD  
DETENTION OF JUVENILE OFFENDERS AND APPROVAL FOR CHAIRMAN TO SIGN:  
21-R-760**

Mr. Siegfried made a motion to approve the Central Ohio Youth Center agreement between the County of Morrow, Ohio and Central Ohio Youth Center for standard detention of juvenile offenders and approval for Chairman Tom E. Whiston to sign:

**CENTRAL OHIO YOUTH CENTER  
AGREEMENT  
Between the County of Morrow, Ohio  
And  
Central Ohio Youth Center  
For Standard Detention of Juvenile Offenders**

The Joint District Juvenile Detention Board of Champaign, Delaware, Madison and Union Counties, DBA Central Ohio Youth Center (hereinafter referred to as "COYC"), 18100 State Route 4, Marysville, Ohio 43040 and Morrow County Juvenile Court 48 East High Street, Mount Gilead, Ohio 43338 (hereinafter referred to as Morrow County) do hereby enter into this Memorandum of Understanding in order to provide a secure standard detention placement for juvenile offenders.

THEREFORE, Morrow County and COYC, in consideration of mutual benefits accruing to them and the juvenile, do hereby covenant and agree as follows:

1. COYC for the consideration hereinafter proved to be paid by Morrow County, shall receive, maintain, and provide Educational Services, feed and keep as provided by law and subject to the order of the Morrow County Juvenile Court, Ohio in its detention facility. Such juveniles committed hereto by the juvenile authority of Morrow County will be authorized up to (2) bed spaces in COYC's standard detention unit.
2. For (2) bed spaces in COYC's standard detention unit, Morrow County agrees to pay for (2) standard detention beds at a rate of One Hundred Dollars 00/100 (\$100.00) per bed space per day for 1 year. Morrow County shall pay for juveniles placed in the standard detention unit the end of each month upon presentation of properly itemized invoices for such month. In the event that COYC reaches maximum capacity of youth COYC reserves the right to remove Morrow County youth due to Champaign, Madison, Delaware and Union counties taking precedence. If COYC removes a Morrow County youth due to spacing needs, Morrow County will not be charged for that bed space.
3. Morrow County agrees to provide on admission of a juvenile into the standard detention unit a copy of the court order under which the juvenile is placed. This court order shall include the name of the school district responsible for the juvenile's education. In addition, Morrow County will provide a copy of Insurance/Medicaid card (if applicable) and any medications and prescriptions for refills.
4. The consideration provided for under this agreement shall be payment of all services rendered by COYC and actual cost incurred by COYC for receiving, maintaining, and safely keeping such juveniles. However, should it become necessary in the judgment of the COYC staff, mental health professional and/or on-site physician for any such juveniles to be hospitalized or to receive offsite medical and/or mental health treatment and/or services by reason of illness or injury (including injury that is self-inflicted by such juvenile), the cost of such hospitalization or medical/mental health treatment/services shall be forwarded to Morrow County at the end of the month along with invoices for contracted detention bed spaces. If inpatient hospitalization is required for medical and/or mental health reasons, COYC staff will contact Morrow County and request the resident be released (per court order) from COYC's custody.

- 5. All charges under this agreement shall be paid within (30) days of receipt of the invoice for all services rendered during the immediately preceding month.
- 6. This agreement shall not be modified or changed unless it is done so in writing and by agreement of all parties hereto.
- 7. Morrow County agrees that during the time covered by the agreement, it shall and will abide and be governed by any and all rules and regulations, which are now or at any time in the future, may be enforced at COYC.
- 8. This agreement shall become effective on July 1, 2021 and shall run until and through June 30, 2022.

WHEREUPON, the parties have signed this document on the dates indicated below. Signatures indicate agreement to all Terms and Conditions listed herein.

For Morrow County:

s/Robert C. Hickson, Jr. Judge  
10-22-2021

s/Thomas E. Whiston, Commissioner

s/Central Ohio Youth Center

Approve as to Form:

s/Pete Nevada, Attorney

Mr. Whiston duly seconded this motion.

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

**IN THE MATTER OF  
APPROVAL TO RECESS SESSION: 21-R-761**

Mr. Whiston made a motion to recess session at 9:24 a.m.

Mr. Siegfried duly seconded this motion.

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

**IN THE MATTER OF  
APPROVAL TO RETURN TO REGULAR SESSION: 21-R-762**

Mr. Whiston made a motion to return to regular session at 3:28 p.m.

Mr. Siegfried duly seconded this motion.

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

**IN THE MATTER OF  
APPROVAL OF BILLS FOR PAYMENT: 21-R-763**

Mr. Siegfried made a motion to approve payment of bills numbered 1 through 30 submitted by the Morrow County Auditor’s office.

Mr. Whiston duly seconded this motion

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

**IN THE MATTER OF  
TRANSFER OF FUNDS – GENERAL FUND, JAIL MAINTENANCE: 21-T-108**

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

\*\*Reason – short on appropriation for Jail Controls Maintenance Agreement

From 1000-0119-550740 Equipment/Computer/Furniture to 1000-0119-530323 Facility Maintenance in the amount of \$722.00

Mr. Siegfried duly seconded this motion.

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

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

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

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