

REGULAR SESSION OCTOBER 26, 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. Whiston, Mr. Abraham, Mr. Siegfried

County Staff: Jamie Brucker, Director of Operations, Mike Goff, Treasurer

Public in attendance: Alberta Stojkovic (Sentinel)

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 OCTOBER 24, 2022: 22-R-842**

Mr. Whiston made a motion to approve the minutes of regular session of October 24, 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-843**

Mr. Siegfried made a motion to approve payment of bills numbered 1 through 104 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-844**

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

Receipt Batch #3004 Payments received from Somoco customers for sewer fund 5110 \$105.42
Payments received from Chesterville customers for sewer fund 5159 \$8,190.21
Payments received from Johnsville customers for sewer fund 5100 \$414.00
Payments received from Ketterman customers for sewer fund 5121 \$112.00

Receipt Batch #3008 Payments received from Somoco customers for sewer fund 5110 \$555.28
Payments received from Johnsville customers for sewer fund 5100 \$180.00
Payments received from Ketterman customers for sewer fund 5121 \$112.00

Receipt Batch #3006 Payment from IC Solutions for Monthly Commission Report August 2022 – October 2901-1020-420204 \$2,239.32 & 1000-1020-420204 \$395.18

**IN THE MATTER OF
APPROPRIATION OF UNAPPROPRIATED CERTIFIED MONIES – JOB AND FAMILY SERVICES FUND 2101 CSEA: 22-A-166**

At the request of Sundie Brown, Director, a motion was made by Mr. Whiston to appropriate from the unappropriated certified monies to the following accounts:

2101-1010-510120	CSEA Employee Wages	\$6,500.00
2101-1010-510211	CSEA OPERS Employer Share	\$700.00

Mr. Siegfried duly seconded this motion.

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

**IN THE MATTER OF
APPROPRIATION OF UNAPPROPRIATED CERTIFIED MONIES – MCAT FUND
2062: 22-A-167**

At the request of Megan Spaulding, Fiscal Supervisor, a motion was made by Mr. Siegfried to appropriate from the unappropriated certified monies to the following account:

2062-0036-540420 MCAT Fuel Station Fuel \$39,641.78

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 – ENGINEER’S FUND 2202: 22-T-163**

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

**Reason – additional funds needed to pay invoice

From 2202-2002-550751 Heavy Equipment to 2202-2202-540450 Tree Trimming in the amount of \$20,000.00
From 2202-2002-550750 Motor Vehicles to 2202-2202-540450 Tree Trimming in the amount of \$25,000.00

**Reason – additional funds are needed to Garbage & Trash removal

From 2202-2002-520330 Travel/Train to 2202-2002-530322 Garbage & Trash Removal in the amount of \$1,000.00

Mr. Whiston 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, JAIL AND DETECTIVE: 22-T-164**

At the request of Melissa Caldwell, Office Administrator, a motion was made by Mr. Siegfried to approve the following transfer of funds:

**Reason – wages and vehicle repairs

From 1000-9119-510190 OT to 1000-9119-510129 Wages in the amount of \$16,622.43
From 1000-9219-510190 OT to 1000-9219-530325 Vehicle Repairs in the amount of \$3,687.40

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 – SHERIFF CSEA FUND 2937: 22-T-165**

At the request of Melissa Caldwell, Office Administrator, a motion was made by Mr. Abraham to approve the following transfer of funds:

**Reason – wages

From 2937-9137-510230 Workers Comp to 2937-9137-510120 Wages in the amount of \$176.66

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 – DOG & KENNEL FUND 2005: 22-T-166**

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

**Reason – Need money to pay G&L invoice (janitorial) for Dog Shelter and she will not be using all her Vehicle Maintenance money for the year
From 2005-0105-530325 Vehicle Maintenance & Repair to 2005-0105-540400 Supplies & Material in the amount of \$186.69

Mr. Siegfried duly seconded this motion.

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

**IN THE MATTER OF
APPROVAL OF SNOW REMOVAL CONTRACT FOR 2022-2023 AT THE MORROW
COUNTY AIRPORT: 22-R-845**

Mr. Abraham made a motion to approve the following snow removal contract for 2022-2023:

**SNOW REMOVAL CONTRACT FOR THE
MORROW COUNTY, OHIO, AIRPORT**

1. This agreement is made on the 26th day of October, 2022, between the Morrow County Commissioners and Fisher Ag. Service.
2. The address for the Morrow County Commissioners is 80 North Walnut Street, Mt. Gilead, Ohio. Fisher’s Ag Service is located at 4579 Mt. Gilead- Cardington Road, (Township Road 126), Cardington, Ohio, 43315.
3. The purpose of this contract is to hire Fisher’s Ag Service for the removal of snow at the Morrow County Airport.

DUTIES, BILLING, AND TERMS OF THE CONTRACT

4. Fisher’s Ag Service will be responsible for snow removal from the Morrow County Airport. The airport areas that will be serviced include the runway, taxi area, ramp and the entrance to the airport.
5. Fisher’s Ag Service will be paid \$90.00 per hour for snow removal. This fee is for driver, vehicle, equipment, and fuel used for the service.
6. Fisher’s Ag Service will keep a basic log book that will include the date and the hours of service.
7. Fisher’s Ag Service will provide a bill for snow removal to the office of the Morrow County Commissioners annually on the 1st day of April.
8. The annual maximum compensation for snow removal that will be paid to the Fisher’s Ag Service will be \$2,500.00.
9. Either party can terminate this contract with thirty days’ notice. Upon termination payment due for any unpaid service must be paid within thirty days of receiving the final bill.

Morrow County Commissioners:

s/Tom Whiston, Commissioner

s/Tim Abraham, Commissioner

s/Timothy Siegfried, Commissioner

s/Carl (Butch) R. Fisher, Jr., Fisher’s Ag Service

Approval as to Form: s/Tom Smith, Morrow County Prosecutor

Mr. Siegfried duly seconded this motion.

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

**IN THE MATTER OF
APPROVAL OF INDIGENT DEFENSE SERVICES AGREEMENT BETWEEN MORROW
COUNTY COMMISSIONERS AND THE VILLAGE OF MT. GILEAD IN THE MUNICIPAL
COURT: 22-R-846**

Mr. Whiston moved the adoption of the following agreement:

This Agreement is entered into by and between the Morrow County Commissioners, with a mailing address of 80 North Walnut St., Mt. Gilead, OH, (hereinafter referred to as the "COUNTY"), and the Village of Mount Gilead, with a mailing address of 72 W. High St., Mt. Gilead, OH 43338, (hereinafter referred to as the "VILLAGE").

WHEREAS, the VILLAGE recognizes its responsibility under the laws of the State of Ohio and of the United States of America to provide legal counsel to indigent persons charged with a violation of a VILLAGE ordinance for which the penalty or any possible adjudication includes the potential loss of liberty, and

WHEREAS, the COUNTY has adopted a program for this Municipality, whereby individual attorneys are assigned on a case by case basis for indigent defendants who qualify, and

WHEREAS, the County Commissioners pursuant to Ohio Revised Code §120.33 may enter into a contract with a municipal corporation under which the municipal corporation shall reimburse the County for counsel appointed to represent indigent persons charged with a violation of an ordinance of the municipal corporation, and

WHEREAS, these contracts must contain terms in conformance with Ohio Administrative Code 120-1-09 and the parties must follow the Ohio Public Defender Commission standards and guidelines and the limits of the County Maximum Fee Schedule for Appointed Counsel in order for the COUNTY to obtain reimbursement for indigent defense costs pursuant to Ohio Revised Code §120.33 and §120.35, and pay the VILLAGE it's appropriate share, and

WHEREAS, this Agreement has been authorized by the Village Council on September 17th, 2022 Resolution 10-17-22 and by Resolution# 22-R-846, passed by the Board of Commissioners of Morrow COUNTY on October 26, 2022.

NOW THEREFORE, the parties do mutually agree to bind themselves as follows:

1. REPRESENTATION

- 1.1 The VILLAGE and COUNTY agree that the judges of the municipal court may assign by journal entry, recorded on the Court Docket, appointed counsel to represent indigent persons in Municipal Court on or after the commencement date and during the term of this agreement in which the defendant is indigent and charged with the commission of an offense or act which is a violation of a VILLAGE ordinance and for which the penalty or any possible adjudication includes the potential loss of liberty.
- 1.2 Indigency shall be determined in accordance with the standards of indigency and other rules and guidelines established by the Ohio Public Defender's Commission and the State Public Defender, pursuant to Ohio Revised Code §120.03 and Ohio Administrative Code §120-1-03.
- 1.3 In addition to indigency determination, all rules, standards and guidelines issued by the Office of the Ohio Public Defender and Ohio Public Defender Commission shall be followed.

2. COMPENSATION

- 2.1 Pursuant to Ohio Revised Code 120.33 and aforesaid resolutions, the COUNTY shall pay all legal fees and expenses to counsel duty appointed by the Municipal Court or Morrow County, Ohio, to represent indigent persons charged with violations of the ordinances of the VILLAGE of Mount Gilead, Ohio.
- 2.2 Payment by the municipality for representation of indigent persons may be by contractual amount or a fee schedule, however in either event such payment shall not

exceed the fee schedule in effect and adopted by the County Commissioners of the county wherein the municipal corporation is located.

- 2.3 VILLAGE agrees to reimburse the COUNTY for all legal fees and expenses which are paid by the COUNTY according to 2.1 above within thirty (30) days of receipt of an invoice for such fees and expenses.
- 2.4 The COUNTY shall promptly pay over to the VILLAGE any reimbursement received from the Office of the Ohio Public Defender Commission pursuant to Chapter 120 of the Ohio Revised Code for any amounts expended pursuant to this agreement, within thirty (30) days of receipt of said reimbursement.

3. DURATION OF CONTRACT AND TERMINATION

- 3.1 The term of this agreement shall be for one year, January 1st, 2022 to December 31st, 2022. This contract may be renewed for additional one year terms upon proper resolution of each entity agreeing to the one year extension and proper appropriation of funding for the New Year. Copies of the resolutions are to be sent to the Ohio Public Defender, 250 East Broad St., Suite 1400, Columbus, Ohio 43215.
- 3.2 If the COUNTY or VILLAGE shall fail to fulfill in a reasonable, timely and proper manner its obligations under this agreement or if either party shall substantially violate any of the covenants, agreements or stipulations of this agreement, then the aggrieved party shall hereupon have the right to terminate this agreement by giving written notice to the other party of such termination and specifying an effective date thereof at least thirty (30) days before the effective date of said termination. Termination by either party shall not constitute a waiver of any other right or remedy it may have in law or in equity for breach of this agreement by the other party.
- 3.3 Written notice shall be considered furnished when it is sent by Certified Mail, return receipt requested or is hand delivered.
- 3.4 This agreement is automatically canceled, without requirement of notice, if any payment required by Section 2.1 of this agreement is not made within thirty (30) business days of the date on which it is due.

4. TERMS OF AGREEMENT

- 4.1 Indigency and client eligibility for representation under this agreement shall be determined in conformity with the standards of indigency and other rules and standards established by the Ohio Public Defender Commission and the State Public Defender.
- 4.2 As soon as is reasonably practical after a case is finally disposed of by the Municipal Court, the Court shall approve counsel fees in accordance with the standards of indigency, which fees shall not be taxed as part of the costs of the case. In only exceptional circumstances shall the court approve attorney's fees in excess of the schedule established by the COUNTY.
- 4.3 Recognizing that the requests for reimbursements must be received by the State Public Defender within ninety (90) days of the end of the calendar month in which a case is finally disposed of by the Court, the Morrow County Municipal Court Clerk shall promptly notify the COUNTY of the fees which have been approved.
- 4.4 After approval, the COUNTY Auditor shall thereafter, process the fees and expenses approved by the Court in accordance with the procedure set forth in Ohio Revised Code §120.33.
- 4.5 There shall be no discrimination against any employee who is employed in the work covered by this agreement or against any application for such employment because of the race, color, religion, sex, age, handicap or national origin. This provision shall apply to, but not be limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, raises of pay or other forms of compensation, and selection for training, including apprenticeship. The COUNTY shall insert a similar provision in any subcontract for services covered by this agreement.
- 4.6 No personnel of the parties or member of the governing body of any locality or other public official or employee of any such locality in which, or relating to which, the work under this Agreement is being carried out, and who exercises any functions or responsibilities in connection with the review or approval of the understanding or carrying out of any such work, shall, prior to the completion of said work, voluntarily acquire any personal interest direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out of said work.

5. MODIFICATION

- 5.1 This contract may not be amended orally.

5.2 This contract may be amended only by written addendum, signed and executed by the parties names herein, or their successors.

6. PARTICIPATION IN RECOUPMENT PROGRAM

The Parties agree to participate in a recoupment program for partially indigent defendants' counsel fees as provided in Ohio Administrative Code 120-1-05 and 120-1-03(J).

IN WITNESS WHEREOF, the parties have hereunto set their hands.

- s/Donna Carver, Mayor
- s/Cathy Davis, Fiscal Officer
- s/Tom E. Whiston, Commissioner
- s/Timothy D. Abraham, Commissioner
- s/Timothy R. Siegfried, Commissioner

Mr. Siegfried duly seconded this motion.

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

**IN THE MATTER OF
APPROVAL OF QUOTE FOR SOMOCO WWTP & OUTFALL SEWER PROJECT FOR
CULTURAL RESOURCES INVESTIGATION AND WETLAND DELINEATION
WORK: 22-R-847**

WHEREAS, the following quote were received for the Cultural Resources Investigation and Wetland Delineation work within the SoMoCo WWTP & Outfall Sewer project:

Environment and Archaeology		
Wetland Delineation and Report		\$6,578
Cultural Resources Investigation		\$13,105
Lawhon & Associates		
Wetland Delineation and Report		\$6,500
Cultural Resources Investigation		\$5,500
ASC Group		
Wetland Delineation and Report		\$12,555.64
Cultural Resources Investigation		\$9,057.05

WHEREAS, based on the scope of work and costs of the proposals, Poggemeyer Design Group would recommend entering into contract with Lawhon and Associates for the completion of this work.

THEREFORE, Mr. Siegfried made a motion to approve the quote and approve entering into a contract with Lawhon & Associates in the amount of \$12,000.00 for completion of the Cultural Resources Investigation and Wetland Delineation work for Somoco WWTP & Outfall sewer project. Please note this work is a requirement of Ohio EPA Department of Environmental and Financial Assistance office to remain eligible to obtain low-interest loan funding for the project.

Mr. Abraham 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-848**

Mr. Siegfried made a motion to recess session at 9:13 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-849**

Mr. Siegfried made a motion to return to regular session at 2:28 p.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 AGREEMENT BETWEEN MORROW COUNTY COMMISSIONERS AND
BCU ELECTRIC, INC. FOR MORROW COUNTY GENERATOR PROJECTS: 22-R-850**

Mr. Siegfried made a motion to approve the following agreement between Morrow County Commissioners and BCU Electric, Inc. for Morrow County generator projects:

AGREEMENT made as of the 12th day of October in the year 2022 **BETWEEN THE** Owner: Morrow County Commissioners, 80 North Walnut St., Mount Gilead, Ohio 43338 and the Contractor: BCU Electric, Inc., 1019 US Rte 250 North, Ashland, Ohio 44805 for the following Project: Morrow County Generator projects – County Courthouse, Prosecutor’s Office & Walnut Place Bldg.

CONTRACT SUM: \$332,734.00

**A complete copy of this agreement, will be on file with the Morrow County Commissioner’s office

Mr. Whiston duly seconded this motion.

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

**IN THE MATTER OF
APPROPRIATION OF UNAPPROPRIATED CERTIFIED MONIES – DEBT FUND
3178: 22-A-168**

Mr. Whiston made a motion to appropriate from the unappropriated certified monies to the following account:

3178-3178-560810	Principal Payments	\$128,592.50
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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