

**REGULAR SESSION APRIL 19, 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. Abraham, Mr. Siegfried and Mr. Whiston.

Public in attendance: Dixie Shinaberry (Recorder), Andy Ware (Development) and John Harsch (EMA).

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 APRIL 14, 2021: 21-R-268**

Mr. Abraham made a motion to approve the minutes of regular session of April 14, 2021, as recorded in the Commissioners Journal # 49.

Mr. Siegfried duly seconded this motion.

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

**IN THE MATTER OF  
APPROVAL OF BILLS FOR PAYMENT: 21-R-269**

Mr. Whiston made a motion to approve payment of bills numbered 1 through 70 submitted by the Morrow County Auditor's office.

Mr. Abraham duly seconded this motion.

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

**IN THE MATTER OF  
PAY-INS: 21-R-270**

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

- Pay-in #211144 Payment received from Health Department for CSB office rent 2072-1070-470802 \$43,200.00
- Receipt Batch #1710 Payments received from Chesterville customers for sewer fund 5159 \$120.00
- Payments received from Johnsville customers for sewer fund 5100 \$59.00
- Payments received from Ketterman customers for sewer fund 5121 \$502.56
- Receipt Batch #1715 Payments received from Chesterville customers for sewer fund 5159 \$65.00
- Payments received from Ketterman customers for sewer fund 5121 \$279.20
- Payments received from Somoco customers for sewer fund 5110 \$43.92

**IN THE MATTER OF  
APPROPRIATIONS OF UNAPPROPRIATED CERTIFIED MONIES – PARK DISTRICT  
FUND 2025: 21-A-046**

At the request of Jim Overmoyer, Treasurer, a motion was made by Mr. Siegfried to appropriate from the unappropriated certified monies to the following accounts:

2025-0025-530320	Property Services	\$3,500.00
**Reason - to cover homeowners share of cost for wind damage to Sautter barn roof		
2025-0025-530340	Communications/Printing/Advertising	\$1,500.00

Mr. Abraham duly seconded this motion.

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

**IN THE MATTER OF  
APPROVAL TO AWARD BID FOR MORROW COUNTY 2021 NORTH PAVING  
BID PACKAGE: 21-R-271**

**WHEREAS**, paving bids were received and opened at 9:30 a.m. on April 14, 2021 for the Morrow County 2021 North Paving Bid Package; and

**WHEREAS**, the updated tabulation of the bids is as follows:

1)	Kokosing Construction Company	\$570,956.12
2)	Mid-Ohio Paving Inc.	\$609,174.27
3)	Shelley & Sands Inc.	\$659,418.15
4)	Small's Asphalt Paving, Inc.	\$719,369.10

**WHEREAS**, it is the recommendation of Bart Dennison, Morrow County Engineer, that Kokosing Construction Company be awarded the paving bid for Morrow County 2021 North Paving Bid Package.

**THEREFORE**, Mr. Whiston made a motion to award the Morrow County 2021 North Paving Bid Package to Kokosing Construction Company.

Mr. Siegfried duly seconded this motion.

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

**IN THE MATTER OF  
APPROVAL TO AWARD BID FOR MORROW COUNTY 2021 SOUTH PAVING  
BID PACKAGE: 21-R-272**

**WHEREAS**, paving bids were received and opened at 9:45 a.m. on April 14, 2021 for the Morrow County 2021 South Paving Bid Package; and

**WHEREAS**, the updated tabulation of the bids is as follows:

1)	Kokosing Construction Company	\$731,318.60
2)	Mid-Ohio Paving Inc.	\$746,972.07
3)	Shelley & Sands Inc.	\$890,605.45
4)	Small's Asphalt Paving, Inc.	\$921,967.80

**WHEREAS**, it is the recommendation of Bart Dennison, Morrow County Engineer, that Kokosing Construction Company be awarded the paving bid for Morrow County 2021 South Paving Bid Package.

**THEREFORE**, Mr. Siegfried made a motion to award the Morrow County 2021 South Paving Bid Package to Kokosing Construction Company.

Mr. Abraham duly seconded this motion.

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

**IN THE MATTER OF  
RESOLUTION IN SUPPORT OF THE FLYING SQUIRREL PRESERVE: 21-R-273**

Mr. Whiston made a motion that the Board of Morrow County Commissioners are in support of the purchase and transfer of \$294,000 as relates to the Flying Squirrel Preserve.

Mr. Siegfried duly seconded this motion.

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

**IN THE MATTER OF  
APPROVAL FOR COUNTY ENGINEER TO PARTICIPATE IN THE STATE PURCHASING  
PROGRAM FOR 2021-2022 FOR ROAD SALT: 21-R-274**

Mr. Siegfried made a motion to approve the following Resolution and to appoint the Morrow County Engineer as agent in this proposal and to submit a request for 2,900 tons of salt:

**RESOLUTION AUTHORIZING PARTICIPATION  
IN THE ODOT ROAD SALT CONTRACTS AWARDED IN 2021**

**WHEREAS**, the (Morrow County Commissioners, Morrow County Highway Department, Morrow County, Ohio) (hereinafter referred to as the "Political Subdivision") hereby submits this written agreement to participate in the Ohio Department of Transportation's (ODOT) annual road salt bid in accordance with Ohio Revised Code 5513.01(B) and hereby agrees to all of the following terms and conditions in its participation of the ODOT road salt contract:

- a. The Political Subdivision hereby agrees to be bound by all terms and conditions established by ODOT in the road salt contract and acknowledges that upon of award of the contract by the Director of ODOT it shall be bound by all such terms and conditions included in the contract; and
- b. The Political Subdivision hereby acknowledges that upon the Director of ODOT's signing of the road salt contract, it shall effectively form a contract between the awarded salt supplier and the Political Subdivision; and
- c. The Political Subdivision agrees to be solely responsible for resolving all claims or disputes arising out of its participation in the ODOT road salt contract and agrees to hold the Department of Transportation harmless for any claims, actions, expenses, or other damages arising out of the Political Subdivision's participation in the road salt contract; and
- d. The Political Subdivision's electronic order for Sodium Chloride (Road Salt) will be the amount the Political Subdivision agrees to purchase from its awarded salt supplier at the delivered bid price per ton awarded by the Director of ODOT; and
- e. The Political Subdivision hereby agrees to purchase a minimum of 90% of its electronically **submitted** salt quantities from its awarded salt supplier during the contract's effective period; and
- f. The Political Subdivision hereby agrees to place orders with and directly pay the awarded salt supplier on a net 30 basis for all road salt it receives pursuant to ODOT salt contract; and
- g. The Political Subdivision acknowledges that should it wish to rescind this participation agreement it will do so by written, emailed request by no later than Friday, April 30 **by 12:00 p.m.** The written, emailed request to rescind this participation agreement must be received by the ODOT Office of Contract Sales, Purchasing Section email: [Contracts.Purchasing@dot.ohio.gov](mailto:Contracts.Purchasing@dot.ohio.gov) by the deadline. The Department, upon receipt, will respond that it has received the request and that it has effectively removed the Political Subdivision's participation request. Furthermore, it is the sole responsibility of the Political Subdivision to ensure ODOT has received this participation agreement as well as the receipt of any request to rescind this participation agreement. The Department shall not be held responsible or liable for failure to receive a Political Subdivision's participation agreement and/or a Political Subdivision's request to rescind its participation agreement.

**NOW, THEREFORE**, be it ordained by the following authorized person(s) that this participation agreement for the ODOT road salt contract is hereby approved, funding has been authorized, and the Political Subdivision agrees to the above terms and conditions regarding participation on the ODOT salt contract:

s/Tim Abraham

4/19/21

s/Timothy Siegfried

s/Tom Whiston

Mr. Abraham duly seconded this motion.

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

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**IN THE MATTER OF  
APPROVAL OF PRISONER HOUSING AGREEMENT WITH CLARK COUNTY,  
OHIO: 21-R-275**

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

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

**THEREFORE**, the Morrow County Commissioners (hereinafter "Morrow County") and Clark County hereby agree as follows:

1. Clark County agrees, in its discretion, to send, and Morrow County agrees, in its discretion, to accept, such prisoners as Clark County is unable to adequately house.
2. Morrow County agrees to provide for the prisoners' custody, supervision, confinement, board, minor and emergency medical care, corrections and rehabilitation services as required by law.
3. Clark County agrees to compensate Morrow County at the following rate: **\$68.00 per day.**  
\*\*A partial day shall count as a full day for billing purposes (e.g. 30 hours of confinement would be billed as two days, multiplied by the daily rate).

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

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

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

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

5. Morrow County may reject or refuse to receive any prisoner who may have a prior medical problem, including but not limited to a contagious disease, mental condition, illness, or injury that has not been treated prior to entry into the Morrow County Jail Facility. The Morrow County Sheriff is legally charged with the operation of the Morrow County Correctional Facility; therefore Morrow County reserves the right, at the discretion of the Sheriff or his designee, to refuse to receive any prisoner for any reason based upon current jail population, internal security conditions of the facility, or any other reasons.
6. Morrow County shall bill Clark County for the services provided herein on a monthly basis, to be paid by Clark County by the 15<sup>th</sup> day of the month succeeding the month in which the services were provided.
7. This Agreement shall become effective on April 1, 2021, and shall continue until December 31, 2021, and will be automatically renewed for a twelve – (12) month period from year to year on a calendar year basis. In the event that this Agreement is automatically renewed, all terms of this Agreement shall remain in effect except that the costs for providing housing shall be renegotiated. Either party may cancel or rescind this Agreement by providing the other party with a thirty (30) day written notice of its intent to cancel or rescind.

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

MORROW COUNTY COMMISSIONERS  
s/Timothy Siegfried, Commissioner

CLARK COUNTY COMMISSIONERS  
s/Richard Lohnes, Commissioner

s/Tom Whiston, Commissioner

s/Melanie Wilt, Commissioner

s/Timothy Abraham, Commissioner

s/Lowell McGlothlin, Commissioner

MORROW COUNTY SHERIFF

CLARK COUNTY SHERIFF

s/John Hinton, Sheriff

s/Deb Burchett, Sheriff

**APPROVED AS TO FORM:**

**APPROVED AS TO FORM:**

MORROW COUNTY PROSECUTOR

CLARK COUNTY PROSECUTOR

s/Thomas J. Smith

s/Daniel Driscoll

**CERTIFICATION OF FUNDS:**

s/John Federer, Auditor

A complete copy of this Prisoner Housing Agreement will be on file in the Morrow County Commissioner's Office.

**THEREFORE**, Mr. Siegfried made a motion to approve the Prisoner Housing Agreement with Clark County, approved as to form by Thomas J. Smith, Morrow County Prosecutor.

Mr. Whiston duly seconded this motion.

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

**IN THE MATTER OF  
APPROVAL TO RECESS SESSION: 21-R-276**

Mr. Whiston made a motion to recess session at 9:26 a.m.

Mr. Abraham duly seconded this motion.

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

**IN THE MATTER OF  
APPROVAL TO RETURN TO REGULAR SESSION: 21-R-277**

Mr. Whiston made a motion to return to regular session at 1:49 p.m.

Mr. Siegfried duly seconded this motion.

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

**IN THE MATTER OF  
APPROVAL OF REQUEST FOR QUALIFICATIONS – SPACE ANALYSIS OF THE  
CURRENT AND FUTURE ADMINISTRATIVE SPACE REQUIREMENTS FOR  
MORROW COUNTY: 21-R-278**

Mr. Siegfried made a motion to approve seeking Request for Qualifications as presented below:

**MORROW COUNTY COMMISSIONERS REQUEST FOR QUALIFICATIONS**  
April 19, 2021

The Morrow County Commissioners invite professional architectural and engineering statements of qualifications to providing master planning, engineering design, and related engineering services. The engineering and architectural services required relate to a needed space analysis of the County's current

and future administrative space requirements at the Morrow County Courthouse, Morrow County Commissioner's Office, Morrow County Board of Elections, Morrow County Sheriff's Office, and for the Morrow County Engineer.

All provided services must meet state Capital expenditure and federal grant guidelines and requirements.

The deadline for submission is May 19, 2021 at 10 a.m.

The project includes a budget of \$35,000 from Morrow County Capital funds and is expected to be completed by August 1, 2021.

The Commissioners anticipate that this work may or may not include, or be limited to the following:

#### Board of Elections

1. Address current and future use for the space the Board of Elections currently occupies at the Community Services Building
2. Provide recommendations for size/scope/cost of a new facility
3. Prepare a space plan for a potential new facility

#### Sheriff's Office

1. Review existing administrative space needs
2. Propose size/scope/costs for additional improvements to address future space needs at the existing facility

#### County Engineer's Office

1. Review existing and administrative and operational space needs
2. Review and analyze the need and potential improved efficiency of consolidating several different locations into fewer or one central location
3. Propose size/scope/costs for additional improvements to address future space needs at existing facilities or a consolidated location

#### Records Storage & Retention

1. Review existing public records storage needs
2. Prepare a space plan for a new facility
3. Possibly locate it in conjunction with the proposed new Board of Elections building
4. Provide recommendations for size/scope/cost of a new facility

#### Necessary services to be provided:

1. Meeting with representatives from each involved Office to discuss, identify, and understand current and future space needs
2. Perform the following pre-design and Master Planning services:
  1. Facility functional criteria
  2. Architectural space criteria
  3. Adjacency diagrams
  4. Site Plan with ingress/egress. Parking and support facilities where needed
  5. Cost estimating
3. Prepare specific layout, site plans, and additional documentation for each alternative provided

### **Submission Requirements and Consultant Selection Criteria**

Five (5) copies of a qualifications statement, including a letter of interest shall be submitted in 8 ½" x 11" bound format containing no more than 20 pages not including separation or index pages or cover sheet. The submission should also include an electronic version on a standard flash drive.

The statements shall contain the following information:

#### Transmittal Letter

The firm's experience in county government, or other public agency services, comparable to the proposed project. *Evaluation criteria: 20%*

The professional background and qualifications of the firm's key personnel, i.e., those who will be in charge of the work. *Evaluation criteria: 10%*

The firm’s demonstrated understanding of the project’s requirements and the respective officials’ special concerns. *Evaluation criteria: 10%*

The firm’s demonstrated record in meeting project guidelines, schedules, and deadlines. *Evaluation criteria: 20%*

The firm’s success and capacity in obtaining available grants and support grant administrative services. *Evaluation criteria: 20%*

The firm’s current workload. *Evaluation criteria: 10%*

Quality of projects previously undertaken by the firm. *Evaluation criteria: 10%*

The qualification statements (5 copies) shall be received by the Morrow County Commissioners, C/O Ms. Cheryl Heacock, Suite A, 80 North Walnut Street, Mount Gilead, Ohio 43338 no later than 10 a.m. EST May 19, 2021. The Morrow County Commissioners, reserve the right to accept or reject any or all Requests for Qualifications (RFQ)

Questions concerning the RFQ shall be submitted in writing to:

Morrow County Development Office  
Andy Ware, Director  
[andy.ware@co.morrow.oh.us](mailto:andy.ware@co.morrow.oh.us)  
80 North Walnut Street, Suite B  
Mount Gilead, Ohio 43338

Mr. Abraham duly seconded this motion

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

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

We hereby certify the foregoing to be true and correct.

\_\_\_\_\_  
CHAIRMAN

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\_\_\_\_\_  
CLERK

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ASSISTANT CLERK

\_\_\_\_\_  
MORROW COUNTY COMMISSIONERS