

REGULAR SESSION FEBRUARY 22, 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, Mr. Abraham and Mr. Siegfried.

Public in attendance: Joe Carroll (Airport), Dixie Shinaberry (Recorder), Andy Ware (Development) and Christina High (Jail).

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 FEBRUARY 17, 2021: 21-R-122**

Mr. Siegfried made a motion to approve the minutes of regular session of February 17, 2021, as recorded in the Commissioners Journal # 49.

Mr. Abraham 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-123**

Mr. Whiston made a motion to approve payment of bills numbered 1 through 100 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-124**

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

- Pay-in #210523 Payment received from Ketterman customers for sewer fund 5121 \$55.84
- Pay-in #210524 Payment received from Johnsville customers for sewer fund 5100 \$413.00
- Pay-in #210525 Payment received from Somoco customers for sewer fund 5110 \$1,967.09
- Pay-in #210541 Payment received from Chesterville customers for sewer fund 5159 \$120.00
- Pay-in #210542 Payment received from Somoco customers for sewer fund 5110 \$1,281.23
- Pay-in #210543 Payment received from Harmony and South Bloomfield townships for 2021 EMA services 2012-1050-450525 \$3,162.75
- Pay-in #210552 Payment received from Chesterville customers for sewer fund 5159 \$65.00
- Pay-in #201553 Payment received from Chesterville customers for sewer fund 5159 \$125.00
- Pay-in #201554 Payment received from Johnsville customers for sewer fund 5100 \$43.00

**IN THE MATTER OF
APPROPRIATION OF UNAPPROPRIATED CERTIFIED MONIES – JOB AND FAMILY
SERVICES FUND 2121 COUNCIL OF GOVERNMENT: 21-A-023**

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

2121-1054-530335	COG Multi-System Youth Program Services	\$22,950.00
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Mr. Whiston duly seconded this motion.

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

**IN THE MATTER OF
APPROPRIATION OF UNAPPROPRIATED CERTIFIED MONIES – GENERAL FUND,
AUDITS: 21-A-024**

Mr. Abraham made a motion to appropriate from the unappropriated certified monies to the following account to pay the remaining portion owed for the Transportation Improvement District audit:

1000-7005-530312	Auditing Services	\$307.50
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Mr. Siegfried duly seconded this motion.

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

**IN THE MATTER OF
APPROVAL TO ACCEPT BIDS FOR CARPET TILE REPLACEMENT IN THE MORROW
COUNTY RECORDER’S OFFICE: 21-R-125**

Mr. Siegfried made a motion to approve accepting bids for carpet tile replacement in the Morrow County Recorder’s office as presented:

1. Carpet tile replacement in the Morrow County Recorder’s Office
2. Must move all furniture and equipment
3. After work hours or weekend installation required (no disruption of public services).
4. Deadline to provide estimate is Friday, March 12, 2021 at 2:00 p.m. to the Board of Morrow County Commissioners by email: cheryl.heacock@co.morrow.oh.us.
5. Previewing of job can be coordinated with the Morrow County Recorder Dixie Shinaberry by calling 419-947-3060.
6. Additionally see below requirements and scope:
 - Floor Prep as needed
 - Tear-up of existing flooring and haul away
 - Main office desk area: installation of Shaw carpet tile Effects, color: (Crystallized 00102 or Oxidized 00504) Lift and lay system.
 - Walk-way through main office: installation of Parallel 20mil Luxury Vinyl Tile with 15 year commercial warranty. Color: TBD. Material and labor included in price.
 - Recorder’s office: Installation of Shaw carpet tile Effects, color: (Possible Crystallized 00102 or Oxidized 00504). Lift and lay system.

Mr. Abraham duly seconded this motion.

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

**IN THE MATTER OF
APPROVAL OF AMENDMENT NO. 10 TO ARAMARK OPERATING
AGREEMENT: 21-R-126**

Mr. Whiston made a motion to approve Amendment No. 10 to Aramark Operating Agreement as presented:

Amendment No. 10 to Operating Agreement

THIS AMENDMENT NO. 10 (the “Amendment”), is entered into this 22th day of February, 2021 by and between the **County of Morrow**, with offices at 101 Home Road, Mt. Gilead, Ohio 43338 (the “County”), and **Aramark Correctional Services, LLC**, a Delaware limited liability company, having a place of business at 2400 Market Street, Philadelphia, Pennsylvania 19103 (“Aramark”).

WHEREAS, County and Aramark entered into an Agreement effective November 18, 2014 for the management of the food service operation at the Morrow County Correctional Facility located at 101 Home Road, Mt. Gilead, Ohio (as amended, the “Agreement”);

WHEREAS, the parties acknowledge the need to address volatility in the cost of food commodities; and

WHEREAS, the parties desire to amend the provisions of the Agreement as follows, effective as of November 18, 2020.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as set forth below. Capitalized terms used but not defined in this Amendment have the meanings ascribed to such terms in the Agreement.

1. **Term:** In accordance with Section 7 of the Agreement, the parties agree that the term of the Agreement shall be extended for a one-year period, commencing on November 18, 2020 and continuing through November 17, 2021.
2. **Price Adjustment:** In accordance with Paragraph 3.B. of the Agreement, the parties agree that the price per meal charged to the County by Aramark shall be changed as set forth on Attachment A as a result of changes in the Consumer Price Index. This price shall be effective from November 18, 2020 through November 17, 2021, and shall supersede in all respects the price per meal set forth in Attachment A of the Agreement or in any other prior agreements between the parties.
3. **Payment Terms:** Paragraph 3.H. of the Agreement, titled "Manner of Payment" is hereby deleted and replaced with the following:

"H. Manner of Payment: Payment shall be made by check payable to Aramark Correctional Services, LLC within thirty (30) days after the invoice date. Such payment shall be sent to the address listed in the invoice. **Payments only** shall be sent to this address; all other correspondence shall be sent to the address set forth in Section 9 hereof. If any invoices are not paid within forty-five (45) days of the invoice date, interest shall be charged on each invoice at Four Percent (4%) computed from the invoice date until the date paid.

The right of Aramark to charge interest for late payment shall not be construed as a waiver of Aramark's right to receive payment of invoices within thirty (30) days of the invoice date. In the event that Aramark incurs legal expense in enforcing its right to receive timely payment of invoices, the County agrees to pay reasonable attorney's fees and other costs."

4. The County hereby represents and warrants that this Amendment, including County's execution hereof and performance hereunder, complies with all applicable procurement laws, regulations and policies.
5. Except as specifically set forth herein, all other terms and provisions of the Agreement shall remain unaffected by this Amendment and continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 10 to be signed by their duly authorized representatives the day and year first written above.

Aramark Correctional Services, LLC

**County of Morrow
State of Ohio**

By: s/Mark Adams, Chief Financial Officer

By: s/ Tom E. Whiston, Chairman
Morrow County Commissioners

Mr. Siegfried 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-127**

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

Mr. Whiston 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-128**

Mr. Whiston made a motion to return to regular session at 1:39 p.m.

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. Abraham and duly seconded by Mr. Siegfried.

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

We hereby certify the foregoing to be true and correct.

CHAIRMAN

CLERK

ASSISTANT CLERK

MORROW COUNTY COMMISSIONERS