

REGULAR SESSION NOVEMBER 23, 2020

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. Davis, Mr. Whiston and Mr. Castle.

Public in attendance: Joe Carroll (Airport), Tim Siegfried and Tim Abraham.

The meeting was opened with prayer and pledge of allegiance to the flag, and then called to order by Mr. Castle, 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 18, 2020: 20-R-855**

Mr. Davis made a motion to approve the minutes of regular session of November 18, 2020, as recorded in the Commissioners Journal # 49.

Mr. Whiston duly seconded this motion

Roll Call Vote: ...,Mr. Whiston..., "yea" ...,Mr. Davis..., "yea" .., Mr. Castle..., "yea"

**IN THE MATTER OF
APPROVAL OF BILLS FOR PAYMENT: 20-R-856**

Mr. Davis made a motion to approve payment of bills numbered 1 through 159 submitted by the Morrow County Auditor's office.

Mr. Whiston duly seconded this motion

Roll Call Vote: ...,Mr. Whiston..., "yea" ...,Mr. Davis..., "yea" .., Mr. Castle..., "yea"

**IN THE MATTER OF
PAY-INS: 20-R-857**

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

Pay-in# 203372 Payment from Morrow County Services for Older Citizens for insurance premium 7222-7777-740100 \$817.24

**IN THE MATTER OF
APPROPRIATION OF UNAPPROPRIATED CERTIFIED MONIES – GENERAL FUND,
COMMISSIONERS: 20-A-163**

Mr. Whiston made a motion to appropriate from the unappropriated certified monies to the following account to pay Clemans-Nelson invoice for legal fees for Sheriff office:

1000-0134-530310	Legal Fees	\$1,613.20
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Mr. Castle duly seconded this motion.

Roll Call Vote: ...,Mr. Whiston..., "yea" ...,Mr. Davis..., "yea" .., Mr. Castle..., "yea"

**IN THE MATTER OF
APPROPRIATION OF UNAPPROPRIATED CERTIFIED MONIES – PROSECUTOR'S
FUND 2447 DRETAC: 20-A-164**

At the request of Charles S. Howland, Prosecutor, a motion was made by Mr. Whiston to appropriate from the unappropriated certified monies to the following accounts:

2447-4402-510120	Employee Wages	\$2,000.00
2447-4402-510213	Medicare	\$541.32
2447-4402-510211	PERS	\$541.32

Mr. Castle duly seconded this motion

Roll Call Vote: ...,Mr. Whiston..., “yea” ...,Mr. Davis..., “yea” .., Mr. Castle., “yea”

**IN THE MATTER OF
TRANSFER OF FUNDS – GENERAL FUND, COMMISSIONERS: 20-T-180**

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

**Reason – to pay new subscription for Morrow County Sentinel

From 1000-0101-520330 Comm Travel and Training to 1000-0101-540400 Supplies & Materials in the amount off \$46.80

Mr. Davis duly seconded this motion.

Roll Call Vote: ...,Mr. Whiston..., “yea” ...,Mr. Davis..., “yea” .., Mr. Castle., “yea”

**IN THE MATTER OF
TRANSFER OF FUNDS – DOG & KENNEL FUND 2005: 20-T-181**

At the request of Paula Mackey, Commissioner’s Assistant Clerk, a motion was made by Mr. Castle to approve the following transfer of funds:

**Reason – to pay remainder of 2020 vet care invoices for Dog Shelter

From 2005-0105-520350 Professional Organizations to 2005-0105-530310 Professional Services in the amount of \$250.00
From 2005-0105-530300 Purchased Services to 2005-0105-530310 Professional Services in the amount of \$188.60
From 2005-0105-530341 Telephone/Cell Phones to 2005-0105-530310 Professional Services in the amount of \$300.00
From 2005-0105-540430 Small Tools & Equipment to 2005-0105-530310 Professional Services in the amount of \$100.00

Mr. Davis duly seconded this motion.

Roll Call Vote: ...,Mr. Whiston..., “yea” ...,Mr. Davis..., “yea” .., Mr. Castle., “yea”

**IN THE MATTER OF
TRANSFER OF FUNDS – BOARD OF ELECTIONS FUND 2097 HAVA GRANT: 20-T-182**

At the request of April Brown, Deputy Director, a motion was made by Mr. Castle to approve the following transfer of funds:

**Reason – reimbursement of a part of postage used

From 2097-0116-530310 Professional Services to 2097-0116-530342 Postage in the amount of \$147.47
From 2097-0116-550740 Equipment/Furniture/Computers to 2097-0116-530342 Postage in the amount of \$570.68
From 2097-0116-540410 Office Supplies to 2097-0116-530342 Postage in the amount of \$1,168.22

Mr. Whiston duly seconded this motion.

Roll Call Vote: ...,Mr. Whiston..., “yea” ...,Mr. Davis..., “yea” .., Mr. Castle., “yea”

**IN THE MATTER OF
TRANSFER OF FUNDS – GENERAL FUND, PROSECUTOR: 20-T-183**

At the request of Charles S. Howland, Prosecutor, a motion was made by Mr. Castle to approve the following transfer of funds:

**Reason – to fully use monies available to pay invoices & office supplies

From 1000-4404-530346 Copier Lease to 1000-4404-540410 Office Supplies in the amount of \$575.16
From 1000-4404-530346 Copier Lease to 1000-4404-530310 GJ reporting in the amount of \$150.00

**Reason – to fully use monies available to pay staff

From 1000-4447-510211 PERS to 1000-4447-510120 Employee Wages in the amount of \$760.48

Mr. Whiston duly seconded this motion.

Roll Call Vote: ...,Mr. Whiston..., “yea” ...,Mr. Davis..., “yea” .., Mr. Castle., “yea”

**IN THE MATTER OF
APPROVAL OF AMENDMENTS TO THE JOB AND FAMILY SERVICES PERSONNEL
POLICIES AND PROCEDURES MANUAL, SECTION 6.11 HOLIDAY LEAVE AND
SECTION 4.02 HOURS OF WORK, OVERTIME AND FLEXTIME: 20-R-858**

Mr. Whiston made a motion to approve the following two amendments to the Job and Family Services Personnel Policies and Procedures Manual as presented (amendments in red):

Section 6.11 Holiday Leave

- E. If the employee is required to work on a holiday, she shall receive her holiday pay plus pay for time actually worked on the holiday. If the time actually worked on a holiday does not result in overtime, the employee’s pay for the time worked shall be her regular straight-time rate. If the time actually worked on a holiday results in overtime, the employee’s pay for the time worked shall be one and one-half times her regular straight-time rate.
- F. **Once the employee reaches 40 hours (including the eight hours holiday pay), they will not receive the one half-hour paid lunch before their next scheduled lunch period.**
- G. Part- time employees are not eligible for holiday pay.

Section 4.02 Hours of Work, Overtime and Flexitime

- 2. Employees will receive a one-hour lunch period (one half-hour paid and one half-hour unpaid.) **The employee will not receive the on half-hour paid lunch once they reach 40 hours before their next scheduled lunch period.** Employees who are not exempt under the FLSA shall not be permitted to work during the unpaid portion of their lunch period except with the approval of their supervisor, or in emergency situations.

Mr. Davis duly seconded this motion.

Roll Call Vote: ...,Mr. Whiston..., “yea” ...,Mr. Davis..., “yea” .., Mr. Castle., “yea”

**IN THE MATTER OF
APPROVAL TO RECESS SESSION: 20-R-859**

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

Mr. Castle duly seconded this motion.

Roll Call Vote: ...,Mr. Whiston..., “yea” ...,Mr. Davis..., “yea” .., Mr. Castle., “yea”

**IN THE MATTER OF
APPROVAL TO RETURN TO REGULAR SESSION: 20-R-860**

Mr. Castle made a motion to return to regular session at 9:31 a.m.

Mr. Davis duly seconded this motion.

Roll Call Vote: ...,Mr. Whiston..., “yea” ...,Mr. Davis..., “yea” .., Mr. Castle., “yea”

**IN THE MATTER OF
APPROVAL TO ENTER INTO EXECUTIVE SESSION: 20-R-861**

Mr. Davis made a motion to enter into Executive Session at 9:31 a.m. to consider negotiations with other political subdivisions respecting requests for economic development assistance, ORC 121.22 (G)(8), ORC 3735.67, ORC 5709.61 and public infrastructure improvements. Executive Session is

necessary to protect the interests of the possible investment or expenditure of public funds to be made in connection with a pending economic development project.

Mr. Whiston duly seconded this motion.

Roll Call Vote: ...,Mr. Whiston..., “yea” ...,Mr. Davis..., “yea” .., Mr. Castle.., “yea”

**IN THE MATTER OF
APPROVAL TO RETURN TO REGULAR SESSION: 20-R-862**

Mr. Whiston made a motion at 9:50 a.m. to return to regular session.

Mr. Castle duly seconded this motion.

Roll Call Vote: ...,Mr. Whiston..., “yea” ...,Mr. Davis..., “yea” .., Mr. Castle.., “yea”

**IN THE MATTER OF
APPROVAL OF INTERGOVERNMENTAL AGREEMENT WITH DELAWARE
COUNTY FINANCE AUTHORITY AND APPROVAL FOR CHAIRMAN
TO SIGN: 20-R-863**

Mr. Whiston made a motion to approve the Intergovernmental Agreement between the Delaware County Finance Authority, a port authority formed and existing pursuant to Ohio Revised Code Chapter 4582 and located at 101 N. Sandusky Street, Delaware, Ohio 43015 and the Board of County Commissioners of Morrow County, Ohio located at 80 North Walnut Street, Mount Gilead, Ohio effective today November 23, 2020 as presented and approval for Chairman Burgess Castle to sign.

INTERGOVERNMENTAL AGREEMENT

This INTERGOVERNMENTAL AGREEMENT (the “Agreement”) is made effective this 23rd day of November, 2020 by and between the **DELAWARE COUNTY FINANCE AUTHORITY** (the “DCFA”), a port authority formed and existing pursuant to Ohio Revised Code (“R.C.”) Chapter 4582 and located at 101 N. Sandusky Street, Delaware, Ohio 43015, and **THE BOARD OF COUNTY COMMISSIONERS OF MORROW COUNTY, OHIO** (the “County”), located at 80 North Walnut Street, Mount Gilead, Ohio. DCFA and County are collectively referred to herein from time to time as the “Parties.”

RECITALS:

- A. R.C. Sections 9.482 and 4582.31 authorize the DCFA and the County to enter into intergovernmental agreements to contract for functions and/or services that each are otherwise authorized to perform under the Ohio Revised Code.
- B. The DCFA and the County have discussed the need for expanded development related services within the County, and the DCFA has proposed to provide the County with various services to provide those expanded development related professional services, including, but not limited to, incentive structure negotiation/creation/evaluation to help encourage desired growth throughout the County and the coordination and management of various economic incentives throughout the County, especially along major transportation corridors (the “Project”). The Project and the contributions of the DCFA and the County in connection with the Project are described in greater detail in Section 1 below.
- C. Pursuant to the terms of this Agreement, the County agrees to reimburse the DCFA for its services in connection with coordination and performance related to the Project as outlined in Section 2 below. The DCFA and the County desire to execute this Agreement to provide for that reimbursement and for related authorizations.

NOW, THEREFORE, the Parties hereto agree as follows:

Section 1. Services to be Provided by DCFA and County. DCFA shall coordinate and manage the Project, including, but not limited to, incentive structure negotiation/creation/evaluation coordination of related meetings, providing agreements and contracts for review and consideration, providing professional recommendations related to the Project, and communicating with all involved

parties (the "Services"). DCFA will make its development incentives available, including but not limited to, the Sales Tax Exemption Program (STEP), Bond Financing Program, and the Property Assessed Clean Energy Program (PACE), to eligible projects within Morrow County (eligibility to be determined by the DCFA) and provide financial analysis of incentives for projects that it is involved with. DCFA may utilize third-party service providers (consultants, etc.) as it deems appropriate. Nothing contained herein shall prohibit the County from requesting services from DCFA not specifically identified in this Section 1. Additionally, nothing contained herein shall prohibit the County from continuing to utilize the services of entities as otherwise required by law.

Section 2. County Reimbursement to DCFA and Revenue Sharing. The DCFA anticipates that it will generate revenue from projects located in Morrow County that the DCFA provides incentives to ("Fee Revenue"). In return for the Services to be provided by DCFA described in Section 1 hereto, the County agrees to make payments to DCFA as described in this Section 2 (the "Reimbursement Payments"). The Reimbursement Payments shall be equal to \$70,000 per calendar year during calendar year 2021 (the "Term"), and shall be paid from the Fee Revenue first generated during the Term, until paid in full. Once the Reimbursement Payments have been paid in full, the DCFA shall retain 50% of the subsequent Fee Revenue and share the other 50% with the County (the "Shared Revenue"), until such time as the Shared Revenue equals \$500,000 per calendar year, including the Reimbursement Payments. This revenue sharing arrangement shall continue throughout the Term until such time as the DCFA has collected an aggregate amount of \$500,000 per calendar year from the Shared Revenue. At the time that such aggregate amount is collected, the DCFA shall share 75% of Fee Revenue of subsequent projects with the County, and the DCFA shall retain 25% of those Fee Revenues.

The County's obligations for any and all payments to DCFA shall be limited to Fee Revenue obtained through DCFA project management of Sales Tax Exemption Program (STEP), Bond Financing Program, and Property Assessed Clean Energy Program (PACE) oversight.

Section 3. Coordination/Communication. DCFA will coordinate and communicate with the County through its Development Director.

Section 4. Termination. Notwithstanding any other provision of this Agreement, the Agreement and the required Services and Reimbursement Payments may be terminated by either of DCFA or the County, with thirty (30) days written notice to the other party, for any reason and without penalty. Upon the effective date of such termination, the County shall not be obligated to pay any future Reimbursement Payments, provided, however, that any Reimbursement Payments paid prior to the termination date shall not be reimbursed.

Section 5. Miscellaneous.

- (a) Entire Agreement. This Agreement shall constitute the entire understanding and agreement between the Parties and shall supersede all prior understandings and agreements relating to the subject matter hereof. This Agreement shall not be assigned in whole or in part without express written consents of all non-assignment Parties.
- (b) Governing Law and Disputes. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. The Parties shall make good faith efforts to directly negotiate any disputes arising from this Agreement. If direct negotiations shall fail, the Parties agree to mediate the dispute with a mediator chosen by agreement between the Parties. If mediation shall fail, any and all legal disputes arising from this Agreement may only be filed in and heard before the courts of Delaware County, Ohio.
- (c) Headings. The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by all Parties and no purposes of interpretation shall be made to the contrary
- (d) Waivers. No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the Party claimed to have waived or consented. Such waiver shall not constitute and shall not in

any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.

- (e) Severability. If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue in full force and effect.
- (f) Counterparts. This Agreement may be signed in one or more counterparts or duplicate signature pages with the same force and effect as if all required signatures were contained in a single original instrument. Any one or more of such counterparts or duplicate signature pages may be removed from any one or more original copies of this Agreement and annexed to other counterparts or duplicate signature pages to form a completely executed original instrument.

As evidence of their intent to be bound by this Agreement, the authorized representatives of each of the DCFA and the County have executed this Agreement for and on behalf of the DCFA and the County as of the date first set forth above.

DELAWARE COUNTY FINANCE AUTHORITY

s/William Bishop, Chair

BOARD OF COUNTY COMMISSIONERS, MORROW COUNTY, OHIO

s/ Burgess W. Castle, Chair

s/Patricia Davies, Fiscal Officer Morrow County, Ohio

s/Charles Howland, Prosecutor Morrow County, Ohio

Mr. Davis duly seconded this motion.

Roll Call Vote: ...,Mr. Whiston..., “yea” ...,Mr. Davis..., “yea” .., Mr. Castle.., “yea”

**IN THE MATTER OF
APPROVAL TO RECESS SESSION: 20-R-864**

Mr. Castle made a motion to recess session at 9:53 a.m.

Mr. Davis duly seconded this motion.

Roll Call Vote: ...,Mr. Whiston..., “yea” ...,Mr. Davis..., “yea” .., Mr. Castle.., “yea”

**IN THE MATTER OF
APPROVAL TO RETURN TO REGULAR SESSION: 20-R-865**

Mr. Castle made a motion to return to regular session at 12:27 p.m.

Mr. Davis duly seconded this motion.

Roll Call Vote: ...,Mr. Whiston..., “yea” ...,Mr. Davis..., “yea” .., Mr. Castle.., “yea”

**IN THE MATTER OF
APPROPRIATION OF UNAPPROPRIATED CERTIFIED MONIES – GENERAL FUND,
MAINTENANCE: 20-A-165**

Mr. Whiston made a motion to appropriate from the unappropriated certified monies to the following account for new iTouch System at the Courthouse:

1000-0118-530323	Courthouse Maintenance	\$9,759.49
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Mr. Davis duly seconded this motion.

Roll Call Vote: ...,Mr. Whiston..., “yea” ...,Mr. Davis..., “yea” .., Mr. Castle., “nay”

**IN THE MATTER OF
TRANSFER OF FUNDS, COMMON PLEAS FUND 2640, DYS GRANT: 20-T-184**

At the request of Darlene Morehart, Fiscal Coordinator, Mr. Whiston made a motion to approve the following transfer of funds:

**Reason – because the FY2021 DYS Grant was not approved until October. Competitive Reclaim was not renewed; however, we are approved to carryover the remaining funds for FY2021. Per the grant budget, we must place two probation officer’s wages in Competitive Reclaim before the calendar year end 2020 in order to expend these funds.

From 2640-6440-510120 Employee Wages to 2640-6460-510120 Employee Wages in the amount of \$10,000.00

From 2640-6460-530310 Professional Services to 2640-6465-510211 OPERS in the amount of \$2,000.00

From 2640-6460-530310 Professional Services to 2640-6465-510213 Medicare in the amount of \$250.00

From 2640-6460-530310 Professional Services to 2640-6465-510230 Workers Compensation in the amount of \$250.00

Mr. Davis duly seconded this motion.

Roll Call Vote: ...,Mr. Whiston..., “yea” ...,Mr. Davis..., “yea” .., Mr. Castle., “yea”

**IN THE MATTER OF
TRANSFER OF FUNDS – GENERAL FUND, BOARD OF ELECTIONS: 20-T-185**

At the request of April Brown, Deputy Director, a motion was made by Mr. Whiston to approve the following transfer of funds:

**Reason – to cover shortage in PERS Account

From 1000-0016-530315 Poll Workers to 1000-0016-510211 OPERS in the amount of \$1,018.93

Mr. Castle duly seconded this motion.

Roll Call Vote: ...,Mr. Whiston..., “yea” ...,Mr. Davis..., “yea” .., Mr. Castle., “yea”

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

Roll Call Vote: ...,Mr. Whiston..., “yea” ...,Mr. Davis..., “yea” .., Mr. Castle., “yea”

We hereby certify the foregoing to be true and correct.

CHAIRMAN

CLERK

ASSISTANT CLERK

MORROW COUNTY COMMISSIONERS