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**REGULAR SESSION NOVEMBER 20, 2019**

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: Andy Ware (Development) and Joe Carroll (Airport).

The meeting was opened with prayer and pledge of allegiance to the flag, and then called to order by Mr. Davis, 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, 2019: 19-R-900**

Mr. Castle made a motion to approve the minutes of regular session of November 18, 2019, as recorded in the Commissioners Journal # 48.

Mr. Whiston duly seconded this motion

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

**IN THE MATTER OF  
APPROVAL OF BILLS FOR PAYMENT: 19-R-901**

Mr. Whiston made a motion to approve payment of bills numbered 1 through 97 submitted by the Morrow County Auditor's office.

Mr. Davis duly seconded this motion

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

**IN THE MATTER OF  
PAY-INS: 19-R-902**

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

Pay-in #193315 Payment from Inmate Calling Solutions for inmate phone commissary September 2019 plus commission in excess of minimum annual guarantee – Sheriff portion 2901-1020-420204 \$36,113.19

Pay-in #193315 Payment from Inmate Calling Solutions for inmate phone commissary September 2019 plus commission in excess of minimum annual guarantee – General fund portion 1000-1020-420204 \$6,372.92

Pay-in #193322 Payment from Businessolver for COBRA payment for October 2019 7222-7200-740100 \$782.25

Pay-in #193326 Payment received from Ketterman customers for sewer fund 5121 \$167.52

Pay-in #193327 Payment received from Johnsville customers for sewer fund 5100 \$456.00

Pay-in #193328 Payment received from Chesterville customers for sewer fund 5159 \$3,248.00

Pay-in #193329 Payment received from SoMoCo customers for sewer fund 5110 \$77.00

**IN THE MATTER OF  
TRANSFER OF FUNDS – GENERAL FUND, COMMISSIONERS: 19-T-202**

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

\*\*Reason – to pay for repairs to metal detector at Courthouse that was unexpected

From 1000-0118-530350 Courthouse Utilities to 1000-0117-550740 Equipment/Computers/Furniture in the amount of \$715.29

\*\*Reason – to cover shortage to pay background check on new Custodian

From 1000-0101-540410 Office equipment to 1000-0101-540420 Operating Supplies in the amount of \$9.20

\*\*Reason – to cover shortage to pay the 5<sup>th</sup> District Court of Appeals portion due from Morrow County

From 1000-0120-590910 Debt Transfer Out to 1000-0635-530310 Professional Services (Court of Appeals) in the amount of \$4,080.40

Mr. Davis duly seconded this motion.

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

**IN THE MATTER OF  
APPROPRIATION OF UNAPPROPRIATED CERTIFIED MONIES – GENERAL  
FUND: 19-A-141**

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

\*\*Reason – to cover shortage to pay CORSA deductible on Pat Drouhard legal case

1000-0133-530384	Liability Deductible	\$1,146.66
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Mr. Castle duly seconded this motion.

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

**IN THE MATTER OF  
APPROVAL OF AMENDED PROMISSORY NOTE TO MORROW COUNTY  
TREASURER: 19-R-903**

Mr. Whiston made a motion to approve the following Amended Promissory Note to Morrow County Treasurer as prepared by David Homer, Assistant Morrow County Prosecutor:

**BOARD OF MORROW COUNTY COMMISSIONERS**  
80 N. WALNUT STREET  
MT. GILEAD, OHIO 43338

**AMENDED PROMISSORY NOTE TO MORROW COUNTY TREASURER**

**WHEREAS**, Morrow County (the “County”) has adopted a resolution granting a tax increment financing (“TIF”) exemption from real property taxation to certain public improvements to real property located within the County under Ohio Revised Code Section 5709.78 (the “TIF Resolution”), and

**WHEREAS**, the County shall receive semi-annual payments through the TIF Resolution as “service payments” in lieu of taxes under Section 5709.79 that will pay for the public infrastructure improvement costs designated in the TIF Resolution, and

**WHEREAS**, the County may establish a Redevelopment Tax Equivalent Fund under Section 5709.80 to receive those service payments in lieu of taxes, in which moneys deposited into the fund shall be used by the County to pay the cost of constructing or repairing the public infrastructure improvements designated in the TIF resolution, and

**WHEREAS**, the Board of Morrow County Commissioners has determined that it needs to borrow TWO HUNDRED EIGHT THOUSAND DOLLARS (\$208,000.00) from the accounts of the Morrow County Treasurer to pay for the immediate appropriation costs for the said public infrastructure improvements, but the service payments for such appropriations costs will not be available from the said Redevelopment Tax Equivalent Fund until the year 2021 pursuant to the TIF Resolution, and

**WHEREAS**, the Board of Morrow County Commissioners has pledged those funds to first use to pay the \$208,000.00 borrowed from the account of the Morrow County Treasurer,

**NOW THEREFORE**, the Board of Morrow County Commissioners hereby agrees to pay to the Morrow County Treasurer’s Office the balance outstanding on this Promissory Note according to these stated terms:

1. The amount of the Note is TWO HUNDRED EIGHT THOUSAND DOLLARS (\$208,000.00).
2. The Note shall bear an interest rate of 2.45% per annum (the “market interest rate”). The market interest rate may be adjusted annually by written agreement between the Morrow County Treasurer and the Board of Morrow County Commissioners to reflect increases or decreases that may occur in commercial bank rates over time. Market interest rate shall be comparable to the County’s existing SWEEP account at First-Knox Bank interest rate as establish in July of each subsequent year.
3. Interest accruing on the Note will be deferred for loan years 2019 and 2020 and 2021 when service payments begin to be received by the County.
4. The duration of the Note shall be until the loan principal plus accrued interest is paid in full. The County anticipates that the Note will be paid in full within five (5) years after receiving service payments pursuant to the TIF Resolution.
5. Payment on the Note shall be due beginning in October 2021 and annually thereafter through October 2025 until paid in full.
6. The loan amount shall be made immediately available to the Board of Morrow County Commissioners upon execution of the Note.

Executed this 20<sup>th</sup> day of November, 2019

s/Tom Whiston, Commissioner      s/Burgess Castle, Commissioner      s/Warren Davis, Commissioner

Mr. Davis duly seconded this motion.

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

**IN THE MATTER OF  
APPROVAL OF AMENDMENT NO. 7 TO ARAMARK CORRECTIONAL SERVICES, LLC  
OPERATING AGREEMENT AND APPROVAL FOR CHAIRMAN TO SIGN: 19-R-904**

Mr. Whiston made a motion to approve the following Amendment No. 7 to the Aramark Correctional Services, LLC Operating Agreement.

**Amendment No. 7 to Operating Agreement**

**THIS AMENDMENT NO. 7** (the “Amendment”), is entered into this 20<sup>th</sup> day of November, 2019 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, 2019.

**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. **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 (the “CPI”). This price shall be effective from November 18, 2019 through November 17, 2020, 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.

2. 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. 7 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**

s/Mark R. Adams, VP, Finance

s/Warren E. Davis, Commissioner

Mr. Castle duly seconded this motion.

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

**IN THE MATTER OF  
APPROVAL OF AGREEMENT WITH MASTERMIND, LLC FOR A GUARDRAIL  
LOCATION INVENTORY AND INSPECTION STUDY FOR THE MORROW COUNTY  
ENGINEER: 19-R-905**

Mr. Davis made a motion to approve the Agreement with Mastermind, LLC for a Guardrail Location Inventory and Inspection Study for the Morrow County Engineer:

**MORROW COUNTY  
AGREEMENT NO. 1**

This Agreement No. 1 entered into this 20<sup>th</sup> day of November, 2019, by and between **Morrow County** acting by and through the **County Board of Commissioners**, hereinafter referred to as the **County** and **MasterMind, LLC**, hereinafter referred to as the Consultant, with an office located at **6350 Dublin Road, Delaware, Ohio 43015-3407**.

WITNESSETH:

That the **County** and the Consultant, for the mutual considerations herein contained and specified, have agreed and do hereby agree as follows:

CLAUSE 1 – WORK DESCRIPTION

The Consultant agrees to perform all professional services as may be authorized by the **County** for a **Guardrail Location Inventory & Inspection Study** Project in **Morrow County, Ohio**, identified as **GLI/GI-CEAO Safety Studies FY2020**.

CLAUSE II – INVOICE & PROGRESS SCHEDULE

The **County** and the Consultant agree to the attached Invoice and Progress Schedule including the overall Agreement length, and Scheduled Submittal dates and Review Times set out in the Progress Schedule.

The Consultant agrees to submit the completed Invoice and Progress Schedule transmittal letter together with the updated Invoice and Progress Schedule for all billing purposes for all Parts of this Agreement every thirty (30) days as follows:

- (a) Signed original transmittal letter and invoice (IPS) and three (3) copies of same.
- (b) Two (2) copies of the updated Progress Schedule.

CLAUSE III – PRIME COMPENSATION

The **County** agrees to compensate the Consultant for the performance of the authorized portions of the Work specified in this Agreement.

Project Development Process.

Part 1: CEAO CSTP Safety Study

Unit of work compensation as authorized for each specific assignment. The total of the maximum prime compensations for all assignments authorized shall not exceed **Forty-Nine Thousand Eight Hundred Seventy-Fifty Dollars (\$49,875.00)**. All costs shall be included in the maximum prime compensation.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written by affixing the signature of the duly authorized officer of Consultant and the signature of the **Morrow County Engineer and Board of County Commissioners**.

s/Mr. Nicholas Hickman, President, MasterMind, LLC

s/Mr. Bart Dennison, Morrow County Engineer

s/Tom E. Whiston, Commissioner

s/Burgess W. Castle, Commissioner

s/Warren E. Davis, Commissioner

Mr. Castle duly seconded this motion.

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

**IN THE MATTER OF  
APPROVAL OF MORROW COUNTY AIRPORT AUTHORITY’S TRANSFER OF  
LEASE: 19-R-906**

**WHEREAS**, on November 19, 2019, the Morrow County Airport Authority approved transfer of the lease agreement for 2/3rds of an acre of land on Morrow County parcel G17-501-00-151-00 at the Morrow County Airport between the Morrow County Airport Authority and Mid-Ohio Resources, Inc., 1510 SW 17<sup>th</sup> Street, Suite 302, Ocala, Florida 34474 (Morrow County Commissioners Resolution 04-R-235, to Mr. Alan Hughes doing business as the Ohio Aircraft Refinishing and Repair Service, LLC (OARRS); and

**WHEREAS**, the Mid-Ohio lease extends until 2029 and is renewable following that for an additional 20 year period if a six-month written notice is provided to extend; and

**WHEREAS**, Ohio Aircraft Refinishing and Repair Service, LLC (OARRS) will assume the annual Two Hundred Fifty-one and 25/100 dollars (\$251.25) lease payment, which will be adjusted by the percentage increases in the Consumer Price Index from the date of this lease to the date that the lease extension is requested by Ohio Aircraft Refinishing and Repair Service, LLC (OARRS);

**THEREFORE**, Mr. Castle made a motion to approve the Morrow County Airport Authority’s transfer of the lease for the 2/3 acres of land from Mid-Ohio Resources, Inc., to the Ohio Aircraft Refinishing and Repair Service, LLC (OARRS).

Mr. Whiston duly seconded this motion.

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

**IN THE MATTER OF  
APPROVAL TO RECESS SESSION: 19-R-907**

Mr. Whiston made a motion to recess session at 9:29 a.m.

Mr. Castle duly seconded this motion.

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

**COMMISSIONER WHISTON LEFT THE OFFICE**

**IN THE MATTER OF  
APPROVAL TO RETURN TO REGULAR SESSION: 19-R-908**

Mr. Davis made a motion to return to regular session at 2:46 p.m.

Mr. Castle duly seconded this motion.

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

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

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