
REGULAR SESSION JANUARY 10, 2024

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. Mason, Mr. Siegfried and Mr. Abraham.

County Staff: Jamie Brucker, Director of Operations

Public in attendance: Joe Carroll, Airport

The meeting was opened with prayer and pledge of allegiance to the flag, and then called to order by Mr. Mason 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 JANUARY 8, 2024: 24-R-036**

Mr. Siegfried made a motion to approve the minutes of regular session of January 8, 2024, as recorded in the Commissioners Journal # 51.

Mr. Abraham duly seconded this motion.

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

**IN THE MATTER OF
APPROVAL OF BILLS FOR PAYMENT: 24-R-037**

Mr. Mason made a motion to approve payment of bills numbered 1 through 101 submitted by the Morrow County Auditor's office.

Mr. Siegfried duly seconded this motion.

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

**IN THE MATTER OF
PAY-INS: 24-R-038**

The following pay-ins were made to Conni McChesney, Morrow County Auditor:

Receipt Batch #4015 Payments received from Chesterville customers for sewer fund 5159 \$60.00
Payments received from Johnsville customers for sewer fund 5100 \$260.00
Payments received from Ketterman customers for sewer fund 5121 \$60.00

Receipt #240052 Payment from Village of Mt Gilead for 2024 EMA Services 2012-1050-450525
\$2,627.25

Receipt Batch #4017 Payments received from Chesterville customers for sewer fund 5159 \$453.39
Payments received from Johnsville customers for sewer fund 5100 \$185.40
Payments received from Ketterman customers for sewer fund 5121 \$56.00
Payments received from Somoco customers for sewer fund 5110 \$1,849.93

Receipt #240078 Payment from Peru Township for 2024 EMA Services 2012-1050-450525 \$1,122.00

**IN THE MATTER OF
TRANSFER OF FUNDS – PROSECUTOR'S VOCA GRANT: 24-T-002**

At the request of Thomas J. Smith, Prosecutor, a motion was made by Mr. Mason to approve the following transfer of funds:

**Reason - \$4,583.33 was erroneously paid into Fund 2448 in November 2023 and needs to be paid back out to the Morrow County Sheriff office

From 2448-4447-510220 Health Insurance to 2448-4447-530490 Reimburse grants in the amount of \$4,583.33

Mr. Abraham duly seconded this motion.

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

**IN THE MATTER OF
APPROVAL OF LEASE AGREEMENT BETWEEN THE CARDINGTON-LINCOLN**

SCHOOLS BOARD OF EDUCATION OF MORROW COUNTY AND MORROW COUNTY AREA TRANSIT (MCAT) AND APPROVAL FOR CHAIRMAN OF THE BOARD OF COMMISSIONERS TO SIGN: 24-R-039

Mr. Abraham made a motion to approve the lease agreement between the Cardington-Lincoln Schools Board of Education of Morrow County and MCAT and approval for Chairman Mason to sign.

LEASE AGREEMENT

This lease is made by and between the Cardington-Lincoln Local Schools Board of Education ("Board") of Morrow County and the Morrow County Area Transit ("MCAT").

In consideration of the mutual promises made herein, and in the interest of providing access to a portion of Cardington-Lincoln Local Schools Board of Education property not currently needed for educational purposes, which access will be beneficial to both the Board and MCAT in terms of the educational and financial resources provided and the greater availability of educational programs in the community, the parties hereby agree as follows:

1. Description of Leased Premises:

A portion of the Board facility located at 3700 County Road 168, Cardington, Ohio, located at the former Cardington Intermediate School building, more particularly described as the Instrumental Music Room.

2. Term

The term of the lease shall be for a period of one (1) year, beginning on January 1, 2024, and ending on December 31, 2024, subject to the reservation of rights set forth in paragraph 4 herein.

At the conclusion of the lease term, MCAT will have the opportunity to renew the lease on a monthly or yearly basis upon mutual consent of the Board and MCAT. If MCAT and the Board agree to a month-to-month renewal, MCAT shall be required to give the Board at least thirty (30) days' notice of its option to terminate the Lease. If MCAT and the Board agree to a one (1) year renewal, MCAT shall be permitted to terminate the Lease so long as it provides the Board with sixty (60) days' notice and full payment of total monies that would have been due to the Board for that one (1) year renewal.

3. Restrictions on Use

The Leased Premises shall be used solely for the purpose of training and related activities conducted by MCAT. Utilization shall conform to all State of Ohio and local codes and may not under any circumstances be used for the sale, use, or consumption of alcoholic beverages. Tenant shall not use, occupy, or permit the Leased Premises to be used or occupied for any unlawful business, use, or purpose, nor for any business, use, or purpose which is noxious, hazardous, or annoying, nor for any business use, or purpose which violates any present or future federal, state, or local environmental law or regulation or other governmental laws or regulations.

4. Reservation of Rights

The Board may terminate this lease upon providing thirty (30) days written notice to MCAT if the Board determines that it needs to use the Leased Premises for educational or other Board purposes, or if it would be necessary or advisable to sell or otherwise dispose of property. MCAT may also terminate this lease agreement upon sixty (60) days written notice and full payment of total monies that would have been due to the Board by December 31, 2024.

5. Improvements and Modifications

All equipment not already in place at the time of initial lease required by MCAT for the operation of a classroom for driver and employee training, including but not limited to the following, shall be the sole responsibility of MCAT to acquire and install, and shall not be the responsibility of the Board:

- Furniture and fixtures
- Chalkboards, easels, and audiovisual equipment
- Storage equipment
- Computers, software, and networking equipment
- Special power equipment or connections

All moveable equipment brought to the premises by MCAT shall remain the property of MCAT upon conclusion of the lease. Fixtures installed by MCAT during the lease term shall become the property of the Board upon termination of the lease, unless the Board in writing at such time approves

removal. No such fixtures may be installed without the prior written consent of the Board, which shall not be unreasonably withheld.

MCAT shall obtain the prior written approval of the Board for all structures, improvements, or modifications to the Leased Premises. All improvements to the Lease Premises shall become the property of the Board upon termination; provided, however, that the Board for the cost of improvements in the event of early termination by the Board under paragraph 4 of this Agreement, unless by reason of MCAT's default, prorated in accordance with the balance of the remaining lease term, will pay – compensation for such improvements.

Throughout the term of this lease, Tenant, at is sole expense, shall keep and maintain the Leased Premises and all improvements located thereon in good repair and condition and shall make all repairs, replacements, and renewals, necessary to put or maintain the Lease Premises and such improvements in that state of repair and condition as the Lease Premises existed at the time of the inception of the lease, less normal wear and tear.

If (i) because of any act or omission of MCAT or anyone claiming by, through or under the Board; (ii) by reason of or arising out of the use or occupancy of the Lease Premises by MCAT; or (iii) by reason of any alteration, repair or improvement of any part of the Leased Premises by MCAT, any mechanics' or other lien, encumbrance, judgment lien or order for the payment of money or the performance of any act or thing, shall be filed against the Lease Premises or against MCAT (whether or not such lien or order is valid or enforceable as such), MCAT shall, at MCAT's own cost and expense, cause the same to be canceled and discharged of record within thirty (30) days after the date of filing thereof, and MCAT shall also indemnify and save harmless the Board from and against any and all costs, expenses, claims, losses or damages including reasonable counsel fees charged by counsel of Lessor's choice, resulting there from or by reason thereof.

6. Rental

MCAT will make lease payments to the Board on the following schedule:

- Fair market value of \$10 per sq. ft.
- Instrumental Music Room: = 1050 sq. ft.
- Annual payment from MCAT to the Board in the sum of \$10,500.00
- Monthly payments from MCAT to the Board, \$875.00 per month

Lease payments shall be delivered to the Board Treasurer no later than the fifteenth (15th) day of each month. REMOVED LATE FEE DUE TO COUNTY RULES

- 7. Default**
- 8. Utilities, Services, and Incidental Benefits**
- 9. Taxes, Fees, and Insurance**
- 10. Signage**
- 11. Assignments or Sublease**
- 12. Waiver**
- 13. Holdover**
- 14. Notice**
- 15. Binding Effect**
- 16. Applicable Law**
- 17. Amendments**
- 18. Partial Invalidity**
- 19. Authority**

WHEREFORE, the undersigned parties and/or their representatives hereby indicate their consent to the foregoing terms by affixing their signatures below:

Morrow County Area Transit	CARDINGTON-LINCOLN LOCAL SCHOOLS SCHOOL DISTRICT
s/Jon Mason, Commissioner Chairman	s/Treasurer
s/Sundie Brown, MCAT Director	s/Superintendent
	12/11/2023

****A complete copy of this lease agreement will be on file with the Morrow County Commissioners' Office**

Mr. Siegfried duly seconded this motion.

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

**IN THE MATTER OF
APPROVAL OF SNOW REMOVAL CONTRACT FOR THE MORROW COUNTY, OHIO
AIRPORT: 24-R-040**

Mr. Siegfried made a motion to approve the snow removal contract as presented:

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

- 1. This agreement is made on the 10th day of January, 2024, 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 \$50.00 per hour for snow removal. This fee is for a skilled driver with knowledge of airport snow management.
- 6. Fisher's Ag Service will be provided a gas key fob to be used to fuel the county provided F550 plow tuck. Gas is available at the County Garage located at 4565 County Road 9, Cardington, OH 43315.
- 7. Fisher's Ag Service will provide the county copies of Driver's Licenses as operators of the County plow truck
- 8. Fisher's Ag Service will keep a basic log book that will include the date and the hours of service.
- 9. 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.
- 10. The annual maximum compensation for snow removal that will be paid to the Fisher's Ag Service will be \$2,500.00. Greater than average expected snowfall for Morrow County or Holiday Plowing may require additional compensation.
- 11. 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.
- 12. Any damage to County Owned property shall be submitted to the Morrow County Commissioners' CORSA coverage and supplemental CHUBB Insurance policy for review. Any damage not covered by insurance shall be the responsibility of the Morrow County Airport Authority unless caused by grossly negligent, reckless, or purposeful behavior caused by Fisher's Ag Service or their subcontractors.
- 13. The Airport Plow Truck was purchased with 90% funding from the FAA, 5% ODOT, and 5% Commissioners match and shall be used for the sole purpose of the Morrow County Airport.

Morrow County Commissioners

s/Jon Mason 1/10/24

s/Tim Abraham 1/10/24

s/Timothy Siegfried 1/10/24

s/Carl (Butch) R. Fisher, Jr.

Approved to Form:

s/Tom Smith, Prosecutor

1/9/24

Mr. Mason duly seconded this motion.

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

**IN THE MATTER OF
RESOLUTION ACCEPTING THE AMOUNTS AND RATES AS DETERMINED BY THE
BUDGET COMMISSION AND AUTHORIZING THE NECESSARY TAX LEVIES AND
CERTIFYING THEM TO THE COUNTY AUDITOR: 24-R-041**

The Board of County Commissioners of Morrow County, Ohio, met in Regular Session on the 10th day of January, 2024 at the office of the Commissioners with the following members present:

Mr. Mason

Mr. Siegfried

Mr. Abraham

Mr. Abraham moved the adoption of the following Resolution:

WHEREAS, this Board of County Commissioners of Morrow County, Ohio in accordance with the provisions of law has previously adopted a Tax Budget for the next succeeding fiscal year commencing January 1, 2024; and

WHEREAS, the Budget Commission of Morrow County, Ohio, has certified its action thereon to this Board together with an estimate by the County Auditor of the rate of each tax necessary to be levied by this Board, and what part thereof is without, and what part within, the ten mill tax limitation; therefore be it

RESOLVED, by the Board of Commissioners, of Morrow County, Ohio, that the amounts and rates, as determined by the Budget Commission in its certifications, be and the same are hereby accepted; and be it further

RESOLVED, that there be and is hereby levied on the tax duplicate of said County the rate of each tax necessary to be levied within and without the ten mill limitation as follows:

<i>SCHEDULE A SUMMARY OF AMOUNTS REQUIRED FROM GENERAL PROPERTY TAX APPROVED BY BUDGET COMMISSION AND COUNTY AUDITOR'S ESTIMATED TAX RATES</i>				
FUND	Amount to be derived from levying outside 10 M. limitation	Amount approved by Budget Commission inside 10 M. limitation	County Auditors Estimate of Tax Rate to Be Levied	
			Inside 10 M. Limit	Outside 10 M. Limit
General Fund		\$4,368,883.00	3.20	
Hospital	\$1,644,074.00			2.50
Senior Citizen	\$457,321.00			0.50
Health	\$418,788.00			0.50

Ambulance & EMS	\$2,579,953.00			3.00
Board of DD	\$2,512,732.00			3.00
OSU Extension Service	\$415,894.00			0.50
Del/Mor Mental Health	\$1,346,925.00			1.50
County Roads	1,829,282.00			2.00
TOTAL	\$11,204,969.00	\$4,368,883.00	3.20	13.50

<i>SCHEDULE B LEVIES OUTSIDE 10 MILL LIMITATION, EXCLUSIVE OF DEBT LEVIES</i>				
<i>FUND</i>			<i>Maximum Rate Authorized to be levied</i>	<i>County Auditor's Estimate of Yield of Levy (Carry to Schedule A, Column II)</i>
SPECIAL LEVY FUNDS:	Effective Rate			
	Ag/Res.	Other		
2001 County Hospital levy authorized by voters on Nov 2, 2021 - for not to exceed 5 years - expires 2025 Renewal	1.079532	1.81072	2.50	\$1,644,074.00
2017 Senior Citizens levy authorized by voters on Nov 2, 2021 - for not to exceed 5 years - expires 2026 Renewal	0.32308	0.362144	0.50	\$457,321.00
2013 Health Department levy authorized by voters on Nov 5, 2013 - for not to exceed 10 years - expires 2032 Renewal	0.290944	0.362144	0.50	\$418,788.00
2010 Ambulance and EMS levy authorized by voters on Nov 5, 2019 for not to exceed 5 years - expires 2024 Renewal	1.15412	1.448576	2.00	\$1,663,574.00

2020 Ambulance and EMS levy authorized by voters on Nov 5, 2019 for not to exceed 5 years – expires 2024 Additional	0.646581	0.737177	1.00	\$916,378.00
2014 MRDD levy authorized by voters on May 6, 2014 cont. years replacement with increase	1.745667	2.172864	3.00	\$2,512,732.00
2009 OSU Extension levy authorized by voters on November 5, 2019 for not to exceed 5 years - expires 2024 Renewal	0.28853	0.362144	0.50	\$415,894.00
2016 County Roads – Engineer levy authorized by voters on Nov 2, 2021 for not to exceed 5 years – expires 2025 Additional	1.29232	1.448576	2.00	\$1,829,282.00
2007 Delaware Morrow Mental Health authorized by voters on Nov 2, 2021 for not to exceed 5 years - expires 2026 Renewal & Increase	0.572755	0.782202	1.00	\$832,164.00
2007 Delaware Morrow Mental Health authorized by voters on Nov 2, 2021 for not to exceed 5 years – expires 2026 Renewal & Increase	0.366490	0.418513	0.50	\$514,761.00

and be it further

RESOLVED, that the Clerk of this Board be and she is hereby directed to certify a copy of this Resolution to the County Auditor of said County.

Mr. Siegfried duly seconded the Resolution and the roll being called upon its adoption the vote resulted as follows:

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

**IN THE MATTER OF
APPROVAL TO RECESS SESSION: 24-R-042**

Mr. Mason made a motion to recess session at 9:06 a.m.

Mr. Siegfried duly seconded this motion.

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

**IN THE MATTER OF
APPROVAL TO RETURN TO REGULAR SESSION: 24-R-**

Mr. Mason made a motion to return to regular session at 2:31 p.m.

Mr. Siegfried duly seconded this motion.

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

**IN THE MATTER OF
APPROVAL OF BILLS FOR PAYMENT#2: 24-R-044**

Mr. Mason made a motion to approve payment of bills numbered 1 through 84 submitted by the Morrow County Auditor's office.

Mr. Abraham duly seconded this motion.

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

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

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

We hereby certify the foregoing to be true and correct.

CHAIRMAN

CLERK

ASSISTANT CLERK

MORROW COUNTY COMMISSIONERS