

REGULAR SESSION SEPTEMBER 13, 2023

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. Mason and Mr. Siegfried

County Staff: Jamie Brucker, Director of Operations

Public in attendance:

The meeting was opened with prayer and pledge of allegiance to the flag, and then called to order by Mr. Abraham 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 SEPTEMBER 11, 2023: 23-R-701**

Mr. Mason made a motion to approve the minutes of regular session of September 11, 2023, as recorded in the Commissioners Journal # 50.

Mr. Abraham duly seconded this motion.

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

**IN THE MATTER OF
APPROVAL OF BILLS FOR PAYMENT: 23-R-702**

Mr. Siegfried made a motion to approve payment of bills numbered 1 through 139 submitted by the Morrow County Auditor’s office.

Mr. Mason duly seconded this motion.

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

**IN THE MATTER OF
PAY-INS: 23-R-703**

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

Receipt Batch #3747 Payments received from Chesterville customers for sewer fund 5159 \$120.00
Payments received from Ketterman customers for sewer fund 5121 \$222.13

Receipt Batch #3754 Payments received from Chesterville customers for sewer fund 5159 \$305.00
Payments received from Johnsville customers for sewer fund 5100 \$360.00
Payments received from Ketterman customers for sewer fund 5121 \$285.60

Receipt # 232538 Payment from Sims Brothers Recycling for Maintenance scrap recycling 1000-1070-480830 \$75.69

Receipt # 232540 Payment from DKMM for Recycling 4th Quarter education 2006-1050-450545 \$14,342.00

Receipt # 232541 Payment from DKMM for Recycling 2nd half collections 2006-1050-450545 \$500.00

**IN THE MATTER OF
APPROPRIATION OF UNAPPROPRIATED CERTIFIED MONIES – DEVELOPMENT
FUND 2043: 23-A-132**

Mr. Abraham made a motion to appropriate from the unappropriated certified monies to the following account for demolition grant projects:

2043-0043-530310	Professional Services	\$242,551.64
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Mr. Siegfried duly seconded this motion.

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

**IN THE MATTER OF
APPROPRIATION OF UNAPPROPRIATED CERTIFIED MONIES – FUND 4123 LOCAL
ASSIST & TRIBAL CONSISTENCY FUND: 23-A-133**

Mr. Mason made a motion to appropriate from the unappropriated certified monies to the following account for prep work for the carpet in the courtroom:

4123-0118-550730 Improvement of Sites \$3,000.00

Mr. Abraham duly seconded this motion.

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

**IN THE MATTER OF
APPROVAL OF MORROW COUNTY’S HEALTH, RX, DENTAL & VISION INSURANCE
PLANS AND RATES FOR 2024: 23-R-704**

WHEREAS, the Board of Morrow County Commissioners and CEBCO (County Benefit Consortium of Ohio), have reviewed insurance plans and options for 2024, and CEBCO has submitted the following rates and plan options for Morrow County Employees:

2024 Employee Insurance Tiers	PPO Plan – Plan 1500B	RX	HSA Health Savings Plan - 2500 (includes RX)	Dental Plan 3	Vision Plan 6
Employee	\$706.52	\$189.06	\$821.44	\$27.41	\$9.70
Employee/Spouse	\$1,556.52	\$416.54	\$1,809.70	\$53.16	\$15.44
Employee/Children	\$1,269.66	\$339.78	\$1,476.16	\$58.38	\$15.75
Family	\$2,119.56	\$567.22	\$2,464.36	\$95.39	\$25.09

THEREFORE, Mr. Siegfried made a motion to approve the aforementioned 2024 rates for Health and RX from CEBCO for two plans, a PPO and a HSA. The aforementioned rates are for the health, RX, dental and vision coverage only. This does not include life insurance and administrative costs.

Mr. Mason duly seconded this motion.

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

**IN THE MATTER OF
APPROVAL TO ACCEPT NEW COBRA INSURANCE RATES FOR FISCAL YEAR
2024: 23-R-705**

WHEREAS, the Board of Morrow County Commissioners approved new health insurance rates for the period of January 1, 2024 through December 31, 2024; and

WHEREAS, COBRA insurance rates are based on the rate of the health insurance premium plus 2% to cover administrative cost; and

THEREFORE, Mr. Abraham made a motion to accept the following COBRA insurance rates for fiscal year 2024;

Single-PPO Plan Rates Health, RX, Dental and Vision Insurance \$932.69 plus \$18.65 = \$951.34
 Single-HSA Plan Rates Health, RX, Dental and Vision Insurance \$858.55 plus \$17.17 = \$875.72
 Employee/Spouse PPO Health, RX, Dental and Vision Insurance \$2041.66 plus \$40.83 = \$2,082.49
 Employee/Spouse HSA Health, RX, Dental and Vision Insurance \$1878.30 plus \$37.57 = \$1,915.87
 Employee/Child PPO Health, RX, Dental and Vision Insurance \$1683.57 plus \$33.67 = \$1,717.24
 Employee/Child HSA Health, RX, Dental and Vision Insurance \$1550.29 plus \$31.01 = \$1,581.30
 Family/PPO Health, RX, Dental and Vision Insurance \$2807.26 plus \$56.15 = \$2,863.41
 Family/HSA Health, RX, Dental and Vision Insurance \$2584.84 plus \$51.70 = \$2,636.40

Mr. Siegfried duly seconded this motion.

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

**IN THE MATTER OF
APPROVAL FOR CHAIRMAN TIM ABRAHAM TO SIGN WATER POLLUTION
CONTROL LOAN FUND NOMINATION FORM FOR IBERIA SANITARY SEWER AND
TREATMENT SYSTEM: 23-R-709**

WHEREAS, the Morrow County Commissioners are applying for a design and construction loan for project: Iberia Sanitary Sewer and Treatment System.

WHEREAS, the project consists of the construction of a gravity sanitary collection system and a wastewater treatment system for the unincorporated and unsewered of Iberia, Ohio, located in Morrow County.

THEREFORE, Mr. Siegfried made a motion to approve Chairman Tim Abraham to sign the WPCLF Nomination Form for the Iberia project.

Mr. Mason duly seconded this motion.

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

**IN THE MATTER OF
APPROVAL FOR CHAIRMAN TIM ABRAHAM TO SIGN WATER POLLUTION
CONTROL LOAN FUND NOMINATION FORM FOR CHESTERVILLE WWTP
IMPROVEMENTS: 23-R-707**

WHEREAS, the Morrow County Commissioners are applying for a design and construction loan for project: Chesterville WWTP Improvements.

WHEREAS, the project consists of the construction of a 50,000 gallon equalization basin with mixing system. A supervisory control and data (SCADA) system to increase operational flexibility. Additionally, an expansion of the Biolac extended aeration system, new splitter box, aeration, clarifier and digester tanks and updated post aeration and ultraviolet disinfection system;

THEREFORE, Mr. Mason made a motion to approve Chairman Tim Abraham to sign the WPCLF Nomination Form for the Chesterville project.

Mr. Siegfried duly seconded this motion.

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

**IN THE MATTER OF
APPROVAL FOR CHAIRMAN TIM ABRAHAM TO SIGN WATER POLLUTION
CONTROL LOAN FUND NOMINATION FORM FOR LIFT STATIONS STANDBY
POWER: 23-R-708**

WHEREAS, the Morrow County Commissioners are applying for a design and construction loan for project: Lift Stations Standby Power.

WHEREAS, the project consists of the installation of a diesel powered standby generator at three lift stations located within the Morrow County Sanitary Sewer Collection system.

THEREFORE, Mr. Siegfried made a motion to approve Chairman Tim Abraham to sign the WPCLF Nomination Form for the Lift Stations Standby Power project.

Mr. Mason duly seconded this motion.

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

**IN THE MATTER OF
APPROVAL FOR THE MORROW COUNTY AUDITOR TO SET UP NEW FUNDS FOR
JOHNSVILLE SEWER DISTRICT: 23-R-709**

WHEREAS, the Morrow County Commissioners are in need of the following 2 new funds for the Johnsville Sewer District per USDA regulations:

- 1) Johnsville Debt Reserve
Revenue account of – ____-1020-420276 Debt Reserve
____-1090-490931 Transfer In
- 2) Johnsville Asset Management Reserve
Revenue account of – ____-____-____Short Lived Asset Account
____-1090-490931 Transfer In

THEREFORE, Mr. Mason made a motion to approve the Morrow County Auditor to set 2 new funds for the Johnsville Sewer district as indicated above.

Mr. Abraham duly seconded this motion.

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

**IN THE MATTER OF
 APPROVAL OF ADMINISTRATIVE SERVICES AGREEMENT BETWEEN BOARD OF
 MORROW COUNTY COMMISSIONERS AND DELAWARE, KNOX, MARION, MORROW
 JOINT SOLID WASTE DISTRICT: 23-R-714**

Mr. Siegfried made a motion to approve the Administrative Services Agreement between Morrow County and DKMM.

**ADMINISTRATIVE SERVICES AGREEMENT BETWEEN
 MORROW COUNTY AND DKMM**

THIS AGREEMENT is made entered into by and between the Board of Morrow County Commissioners, on behalf of Morrow County, Ohio, a political subdivision of the State of Ohio, whose offices are located at 80 N. Walnut Street, Suite A, Mount Gilead, OH 43338 (hereinafter “County”) and the Board of Directors of the Delaware, Knox, Marion, Morrow Joint Solid Waste District, a joint solid waste district and a political subdivision of the State of Ohio pursuant to R.C. 3734.52, whose offices are located at 117 E. High Street, Suite 257, Mount Vernon, Ohio 43050 (hereinafter “DKMM”), in consideration of the payments and agreements hereinafter mentioned,

I. SCOPE OF SERVICES BY COUNTY

A. Services from County Offices

1. Auditor’s Office. The Morrow County Auditor’s Office shall provide all the necessary fiscal officer services to DKMM as the Auditor provides by statute to County Offices and Departments. Such services shall include: providing payroll services, processing purchase orders, warrants and pay-ins, maintaining fund balances, assisting DKMM in Ohio Revised Code compliance, maintaining financial records, advising on correct accounting procedures and assisting with annual audit.
2. Treasurer’s Office. The Morrow County Treasurer’s Office shall provide all necessary fiscal services to DKMM as the Treasurer provides by statute to County Offices and Departments. Such services shall include: processing deposits, redeeming warrants, pursuing bad checks and providing banking services.
3. Safety & Loss Control Department. The Morrow County Commissioners through the Safety & Loss Control Department shall provide all the necessary services to DKMM as the Safety & Loss Control Department provides to the County Offices and Departments. Such services include: COBRA and OSHA compliance, assist in handling workers’ compensation and unemployment claims; and providing personnel handbooks.
4. Prosecutor’s Office. The Morrow County Prosecutor’s Office shall provide necessary legal services to DKMM as the Prosecutor provides to County Offices and Departments. Such services shall be at the request of DKMM and shall include legal advice, legal opinion letters, attendance at meetings (when requested), delinquent fee collection, contracts, legislation review (when requested) and other legal services.
5. IT’s Office. The Morrow County IT’s Office shall provide basic IT services such as: assisting with proposals for procurement, hardware installation/troubleshooting, and software installation/troubleshooting. The cost of these services will be billed to the Commissioners Office.
6. Janitorial Services. The Morrow County Janitorial Staff will provide basic services such as trash and recycling removal, sweeping, and wiping down/disinfection of high use areas (Doorknobs and Service Counter). These are the basic services provided to all occupants of the Community Service Building.
7. Insurance. DKMM personnel shall be entitled to participate in the Morrow County medical health insurance plan, be able to elect and contract for other insurance coverages available to county employees, and shall receive the same life insurance coverage as other county employees. DKMM shall be responsible for securing, maintaining and paying for its own premise liability and contents

insurance coverage and shall provide a copy of its policy or policies to the Morrow County Commissioners.

II. COMPENSATION TO THE COUNTY

DKMM shall pay the County the sum of Six Hundred Seventy-five (\$675.00) per month to help reimburse Morrow County for the cost of providing services outlined in Section I of this Agreement, all as provided by R.C. 343.01 (B & E).

III. OTHER AGREEMENT PROVISIONS

A. Amendment.

This agreement shall not be amended except in writing and signed by all parties.

B. Captions.

The captions are for convenience only and are not contractual terms of this Agreement; nor shall the same be construed as defining or limiting in any way the scope or intent of the provisions of this Agreement.

C. R.C. 135.21.

It is understood between the parties that pursuant to R.C. 135.21, all interest earned on DKMM's money held within the county treasury shall be credited to the Morrow County general fund for the sole use of Morrow County.

D. Agreement Term and Termination.

This Agreement shall take effect on January 1, 2024 and shall remain in effect through December 31, 2033. Written notice is required by either party by December 1 each year, if the terms or conditions continued herein are requested to be amended.

E. Entire Agreement.

This Agreement shall constitute the entire Agreement between the parties, and any prior understanding or representations of any kind related to the subject matter of this Agreement preceding the date of this Agreement shall not be binding upon any party, except to the extent incorporated in this Agreement.

F. Execution.

Morrow County represents that it has adopted this Agreement by Resolution approved by a majority of the Board of County Commissioners at a public meeting. DKMM represents that Andy Appelfeller, as its Chair, has been duly authorized by its Board of Directors to execute this Agreement.

G. Notice.

Whenever written notice is required to be given under this Agreement is should be given to the parties as follows:

DKMM Solid Waste District
 Jenna Hicks
 District Director
 619 W. Marion Road
 Mount Gilead, OH 43338

COUNTY OF MORROW, OHIO
 Board of County Commissioners
 80 N. Walnut Street, Suite A
 Mount Gilead, OH 43338

Signed and entered into this 13 day of September, 2023.

DKMM

Morrow County

s/Andy Appelfeller, Chairman

s/Tim Abraham, Commissioner
s/Timothy Siegfried, Commissioner
s/Jon Mason, Commissioner

Approved As To Form Only:
s/Thomas Smith, Prosecuting Attorney

Mr. Mason duly seconded this motion.

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

**IN THE MATTER OF
APPROVAL OF LEASE AGREEMENT BETWEEN MORROW COUNTY COMMISSIONERS
AND DELAWARE, KNOX, MARION, MORROW JOINT SOLID WASTE DISTRICT: 23-R-
715**

Mr. Abraham made a motion to approve the Lease Agreement between Morrow County and DKMM.

**LEASE AGREEMENT BETWEEN
MORROW COUNTY COMMISSIONERS AND DKMM**

WHEREAS, this contract was entered into by and between the Board of Morrow County Commissioners, on behalf of Morrow County, Ohio, a political subdivision of the State of Ohio, whose offices are located at 80 N. Walnut Street, Suite A, Mount Gilead, OH 43338 (hereinafter “County”) and the Board of Directors of the Delaware, Knox, Marion, Morrow Joint Solid Waste District, a joint solid waste district and a political subdivision of the State of Ohio pursuant to R.C. 3734.52, whose offices are located at 117 E. High Street, Suite 257, Mount Vernon, Ohio 43050 (hereinafter “DKMM”), and

WHEREAS, DKMM desires to rent office space from the County, which office space is located at 619 W. Marion Street, Mount Gilead, OH 43338, and he County desired to rent said space to DKMM; and

THEREFORE, effective January 1, 2024, the County and DKMM hereby agree as follows:

1. Beginning January 1, 2024, DKMM will be permitted to occupy office space consisting of roughly 532 square feet. The County will establish the building’s rules and regulations, then shall give written notice of such to DKMM. The County shall give written notice to DKMM of any changes made to such rules and regulations after occupancy begins; except for exigent circumstances, DKMM shall only be bound by the reasonable building rules and regulations for which it has first received adequate written notice. The County, during the term of this lease, in accordance with the reasonable rules and regulations established by the County, shall grant DKMM the right to use, in common areas or rights:
 - A. All easement and rights appurtenant to the property.
 - B. All portions of the building (if any) designated for the common use of DKMM and all other occupants of the building.
 - C. All utility lines, pipes, conduits and similar facilities on the property that are necessary for the use of the premises.
 - D. All parking areas (excluding reserved spaces) and drives located on the property.
 - E. Use of conference rooms and storage areas.
2. DKMM shall pay the County, on or before the 1st of each month, beginning January 1, 2024, the rental fee of \$500.00 per month, which shall be for occupying said space, the provision of normal county janitorial services and utilities: water, gas, electric, sewer, and trash. The rental fee shall NOT include local or long-distance telephone line, high-speed internet services, or cell phone. The County shall invoice DKMM separately for long distance and telephone service.
3. DKMM will use and occupy the premises solely as offices for DKMM and for no other purposes. DKMM shall not install any equipment or permit any activity which would interfere

with the use of the building by other tenants, use the building in a manner which would be hazardous, or render void or cause cancellation of any insurance maintained on the building by the County, or cause an increase in the premiums for such insurance.

4. DKMM shall comply with all present and future federal, state, and village laws and regulations applicable to its use and occupancy.
5. County shall perform all repairs and make all replacements that are necessary to keep the premises in good repair. DKMM will be responsible for any repairs of maintenance necessitated by its negligent occupancy of the premises or by the negligence of any of its employees. DKMM further agrees that it will not cause or permit any waste or damage to the premises, nor allow the accumulation of boxes, barrels, packages, wastepaper or other trash. DKMM, at its expense, shall repair, replace or restore all damage to the premises or the building caused by the negligent acts or omission of DKMM or its agents, contractors, employees or invitees, or by a breach by DKMM of its obligations under this lease.
6. DKMM shall not make any alterations in the premises without the specific written approval of the County. The consent of the County for any proposed changes shall not be unreasonably withheld.
7. If, during the term of this lease, the premises are damaged by fire or other casualty as to be rendered unusable in whole or in substantial part, then either County or DKMM may terminate this lease effective the date of such casualty.
8. DKMM shall be in default if DKMM fails to pay rent or any other amount required to be paid by DKMM on the date due, or DKMM fails to perform any duty or obligation imposed by this lease and the default continues for a period of thirty (30) days after written notice to DKMM by County.
9. In the event of DKMM's default, the County shall have the right to enter upon the premises and repossess and enjoy the same as if this lease had not been made, and upon demand by the County, DKMM shall vacate the premises and surrender completed and peaceable possession of the premises. The County shall have the right to recover any rent that is due and owing as of the date of termination, or any other amounts due and owing pursuant to the terms of this lease agreement.
10. DKMM shall not, without County's prior written consent, assign this lease in whole or in part, or sublet any part of the premises.
11. County covenants that it has the full right and authority to make this lease and if DKMM pays the rent and performs all of the terms of this lease, DKMM shall peaceably and quietly enjoy and possess the premises throughout the term, subject to the conditions set forth in this lease.
12. The conditions, covenants and agreements in this lease to be kept and performed by DKMM and County shall bind and inure to the benefit of their successors and assigns.
13. All trade fixtures, furnishings, equipment and other personal property placed or maintained on the premises shall be at DKMM's sole risk, and County shall not be liable for any loss or damage to such property from any cause whatsoever, except for that caused by the County's negligent act of its agents, contractors or employees.
14. No waiver of any condition or covenant of this lease by either party shall be deemed to imply or constitute a further waiver of the same or any other condition or covenant, and nothing contained in this lease shall be construed to be a waiver on the part of the County or DKMM of any right or remedy in law or otherwise.
15. Upon the expiration or earlier termination of this lease, DKMM shall surrender to County, the premises in good condition and repair, ordinary wear and tear since the last repair required by this lease, fire and other casualty or other governmental takings accepted.
16. If any provision of the lease or its application to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this lease, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected, and each provision of this lease shall be valid and enforceable to the fullest extent permitted by law.

17. All notices to be given to either party shall be deemed given if made in writing and deposited in the United States certified mail, postage prepaid, return receipt requested, and addressed to the parties at the following addresses:

DKMM Solid Waste District
Jenna Hicks
District Director
619 W. Marion Road
Mount Gilead, OH 43338

COUNTY OF MORROW, OHIO
Board of County Commissioners
80 N. Walnut Street, Suite A
Mount Gilead, OH 43338

18. The County shall have the right to enter the premises during normal business hours to examine their condition, to make any repairs and following a notice of termination by either party, to show the premises to persons interested in purchasing or leasing the same. Except where it is impractical to do so, County shall give DKMM at least twenty-four (24) hours' notice before any entry.

19. The term of this Lease Agreement shall be for a period of ten (10) years. Either party may terminate this agreement for any reason, by providing one hundred twenty (120) days' written notice.

20. All other terms of the contract between Morrow County, Ohio, and DKMM shall remain in full force and effect, unless modified by addendum.

Signed and entered into this 13 day of September, 2023.

DKMM
s/Andy Appelfeller, Chairman

Morrow County
s/Tim Abraham, Commissioner
s/Timothy Siegfried, Commissioner
s/Jon Mason, Commissioner

Approved As To Form Only:
s/Thomas Smith, Prosecuting Attorney

Mr. Siegfried duly seconded this motion.

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

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

We hereby certify the foregoing to be true and correct.

CHAIRMAN

CLERK

ASSISTANT CLERK

MORROW COUNTY COMMISSIONERS