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**REGULAR SESSION JANUARY 24, 2022**

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. Whiston and Mr. Siegfried.

Public in attendance: Mike Goff (Treasurer) and Andy Ware (Development).

The meeting was opened with prayer and pledge of allegiance to the flag, and then called to order by Mr. Siegfried, 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 19, 2022: 22-R-074**

Mr. Abraham made a motion to approve the minutes of regular session of January 19, 2022, as recorded in the Commissioners Journal # 49.

Mr. Whiston duly seconded this motion

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

**IN THE MATTER OF  
APPROVAL OF BILLS FOR PAYMENT: 22-R-075**

Mr. Siegfried made a motion to approve payment of bills numbered 1 through 105 submitted by the Morrow County Auditor's office.

Mr. Abraham duly seconded this motion

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

**IN THE MATTER OF  
PAY-INS: 22-R-076**

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

Receipt Batch #2358 Payments received from Chesterville customers for sewer fund 5159 \$4,805.01  
Payments received from Johnsville customers for sewer fund 5100 \$540.00  
Payments received from Ketterman customers for sewer fund 5121 \$445.84  
Payments received from Somoco customers for sewer fund 5110 \$177.90

Receipt #220156 Payment received from DKMM for 1<sup>st</sup> quarter education payment 2006-1050-450545 \$23,613.30

Receipt #220172 Payment received from Morrow County United Way for Reimbursement to General Fund for SIU Rental fund 1000-1020-420250 \$1,100.00

Receipt #220168 Payment received from Morrow County Zoning & Planning for AccuGlobe Maintenance Fees fund 2728-1020-430302 \$2,250.00

Receipt #220170 Payment received from Village of Marengo for EMA Services fund 2012-1050-450525 \$256.50.

Receipt #220177 Payment received from Morrow County Common Pleas for 2021 Debt Payment fund 3178-1090-490971 \$30,000.00

Receipt Batch #2361 Payments received from Chesterville customers for sewer fund 5159 \$397.50  
Payments received from Johnsville customers for sewer fund 5100 \$269.49  
Payments received from Somoco customers for sewer fund 5110 \$108.46

Receipt Batch #2366 Payments received from Chesterville customers for sewer fund 5159 \$120.00  
Payments received from Johnsville customers for sewer fund 5100 \$305.00  
Payments received from Ketterman customers for sewer fund 5121 \$280.00  
Payments received from Somoco customers for sewer fund 5110 \$737.94

Receipt #220200 Payment received from Village of Mt. Gilead for EMA services fund 2012-1050-450525 \$2,745.00

**IN THE MATTER OF  
APPROPRIATION OF UNAPPROPRIATED CERTIFIED MONIES – FUND 4777  
INFORMATION TECHNOLOGY: 22-A-011**

At the request of Patricia Davies, Morrow County Auditor, a motion was made by Mr. Abraham to appropriate from the unappropriated certified monies to the following account:

4777-7007-530319 IT Professional Services \$34,172.85

Mr. Whiston duly seconded this motion.

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

**IN THE MATTER OF  
SATISFACTION OF MORTGAGE – LILLY: 22-R-077**

Mr. Siegfried made a motion to approve the following Satisfaction of Mortgage:

**SATISFACTION OF MORTGAGE**

This is to Certify, that the conditions of a certain mortgage bearing date of September 10, 2009, given to THE BOARD OF MORROW COUNTY COMMISSIONERS, OHIO, by Karen L. Lilly, residing at 6161 County Road 191, Marengo, OH 43334, County of Morrow, to secure the payment of \$6,107.00, have been fully complied with, and the same is hereby satisfied and discharged.

Signed this 24<sup>th</sup> day of January, 2022

Board of Morrow County Commissioners

s/Tim D. Abraham, Commissioner

s/Timothy R. Siegfried, Commissioner

s/Tom E. Whiston, Commissioner

Mr. Whiston duly seconded this motion.

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

**IN THE MATTER OF  
APPROVAL OF AGREEMENT FOR COUNTY WELLNESS PROGRAM SERVICES  
WITH THE MORROW COUNTY HEALTH DEPARTMENT BOARD OF HEALTH FOR  
2022 AND APPROVAL FOR CHAIRMAN TO SIGN: 22-R-078**

Mr. Whiston made a motion to approve the following and approval for Chairman Timothy R. Siegfried to sign:

**Agreement for County Wellness Program Services**

This agreement is entered into by the Morrow County Commissioners (“Commissioners”), located at 80 North Walnut Street, Mt. Gilead, Ohio 43338, and the Morrow County Health Department Board of Health (“Service Provider”), and located at 619 West Marion Road, Mt. Gilead, Ohio 43338.

**Whereas**, the Commissioners desire to contract for wellness program services through the Service Provider as specified in the CEBCO grant;

**Whereas**, the Service Provider will provide wellness program services to the Commissioners as described in the attached “Exhibit A”;

**Therefore**, both parties agree as follows:

**Terms and Amendment**

This Agreement shall be in effect for a term of 12 months from January 1, 2022 through December 31, 2022. This Agreement shall not be amended, except by written document signed by all parties. Either party will terminate this Agreement, with or without cause, upon giving the other party a thirty (30) day written notice.

**Service Provider**

The Service Provider agrees to provide wellness program services to the Commissioners within the parameters established by the CEBCO grant, as described in "Exhibit A" attached hereto. The point of contact for the project will be the Morrow County Commissioners who will approve the program plan.

**Contract limitations/Considerations**

The Commissioners shall pay to the Service Provider the sum of Administrative Funds (\$4000). The relationship of employer and employee is not created by this Agreement between the Service Provider and the Commissioners. The services provided by the Service Provider do not confer any legal relationship between the Commissioners and the Service Provider. The Service Provider does not have any claim against the Commissioners for any benefit, insurance or taxes of any kind not paid to it.

**Insurance**

The Service Provider shall maintain and provide evidence of comprehensive general liability insurance. The Health Services Provider shall provide a copy of this insurance policy to the Commissioners, with the Certificate of Insurance, upon the signing of this agreement.

**Civil Rights Compliance**

Acceptance of this contract/agreement of authorization is evidence of your intent to comply with Title VI-VII of the 1964 Civil Rights Act, because RACE, COLOR, NATIONAL ORIGIN, HANDICAP, (AGE, SEX, and/or RELIGION where applicable), and Title IX of the 1972 Education Amendments in any facet of your operation where such discrimination is a bona fide documented business necessity.

By witness whereof, each of the parties has signed this Agreement, intending to be bound by it.

Morrow County Health Department  
s/ \_\_\_\_\_

Morrow County Commissioners  
s/Timothy R. Siegfried

Approved as to Form:  
s/Thomas Smith, Morrow County Prosecutor

Mr. Abraham duly seconded this motion.

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

**IN THE MATTER OF  
AMEND RESOLUTION# 22-R-067, REQUEST FOR PROPOSAL FOR SECURITY CAMERA  
SYSTEM FOR THE MORROW COUNTY COURTHOUSE: 22-R-079**

**WHEREAS**, the following correction is needed on Resolution# 22-R-067 passed on January 19, 2022, there was incorrect date for the Bidder's Conference and attendance deadline, below is the correct information:

**Bidder's Conference**

On **February 4, 2022** at 10am we will hold a bidder's conference to give all bidders the opportunity to ask questions and tour the location to see current camera placement and additional camera locations. We highly recommend all bidders attend this meeting in order to provide an accurate proposal. Please confirm your attendance at the meeting by emailing [cheryl.heacock@co.morrow.oh.uis](mailto:cheryl.heacock@co.morrow.oh.uis) and [michael.struck@co.morrow.oh.us](mailto:michael.struck@co.morrow.oh.us) by January 31, 2022.

**THEREFORE**, Mr. Whiston made a motion to amend Resolution 22-R-067, Request for Proposal for Security Camera System for the Morrow County Courthouse as presented.

Mr. Siegfried duly seconded this motion.

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

**IN THE MATTER OF  
APPROVAL OF SPECIAL EVENT VENUE-RENTAL AGREEMENT BY AND BETWEEN  
FOUR SEASONS BARN, LTD AND MORROW COUNTY COURT OF COMMON PLEAS  
AND THE MORROW COUNTY MUNICIPAL COURT AND APPROVAL FOR  
COMMISSIONERS CHAIRMAN TO SIGN: 22-R-080**

Mr. Whiston made a motion to approve the special event venue-rental agreement by and between Four Seasons Barn, Ltd and Morrow County Court of Common Pleas and the Morrow County Municipal Court and approval for Commissioners Chairman Timothy R. Siegfried to sign.

**FOUR SEASONS BARN  
3310 Township Road 155, Cardington, OH 43315  
SPECIAL EVENT VENUE-RENTAL AGREEMENT**

This agreement made and entered into 1/1/2022 by and between Four Seasons Barn, Ltd and the Morrow County Court of Common and the Morrow County Municipal Court (CLIENT(S)), collectively referred to as the "PARTIES";

WHEREAS. The CLIENT(S) desires to hold Court proceedings on agreed upon schedule (date) and reserving the venue from agreed upon schedule to December 31, 2022 (date) at Four Seasons Barn.

WHEREAS, Four Seasons Barn, Ltd herein referred to as Four Seasons Barn, whose business address 3310 Township Road 155, Cardington, OH 43315, operated on 25 acres. Four Seasons Barn hereby grants the CLIENT(S) a revocable license for the temporary use of the barn and grounds, as set forth herein ("Property") for the purpose of conducting jury trials and/or related Court proceedings ("event").

THEREFORE, in consideration of Four Seasons Barn permitting the use of the PROPERTY, and for other good valuable consideration, the PARTIES hereto agree as follows:

**VENUE RENTAL FEES**

Rental Fee: **\$375.00/day**

- a) Check is accepted payment method. There is a \$35.00 fee for any bounced checks.
- b) Payments will be made by the 5<sup>th</sup> of the following month for the month prior dates used.

**CANCELLATIONS**

- a) Should a trial be scheduled and a reservation request be made by another party on the schedule date(s), Four Seasons Barn shall contact and inform the Court. The Court shall then provide Four Seasons Barn an update on the status of the trial that is scheduled. If a trial is cancelled and Four Seasons Barn turned away other business for that day, the rental fee will still be incurred and paid.
- b) If a trial is cancelled and Four Seasons Barn did not turn away other business for that day, the rental fee will not be charged.

**OUTDOOR LOCATION**

- a) Property regulations: All additional large items brought on the PROPERTY will need to be approved by Four Seasons Barn.
- b) Children: Children are not permitted on the PROPERTY unsupervised.
- c) Property: Four Seasons Barn is occasionally going to undergo upgrades, renovations, and repairs. Four Seasons Barn cannot guarantee the conditions of the PROPERTY will match those of previous visits by CLIENT(S), though every effort will be made to minimize disruptions. Four Seasons Barn acknowledges that CLIENTS minimum requirements include, but are not limited to, the ability to facilitate social distancing, substantial parking, use of the bridal and groom suites, adequate restroom facilities,

electricity, use of mixer and televisions, and other amenities necessary to conduct a trial/Court proceeding, and the absence of construction/renovation/repair noise that would interfere with CLIENTS need for a clear record of its proceedings. If for some reason the PROPERTY is compromised in an unexpected way (e.g. fire, tornado) and is not suitable to host the event, Four Seasons Barn reserves the right to cancel. All money paid by CLIENT and received by Four Seasons Barn will be returned in full.

## AMENDMENT

This agreement may be modified or amended if the amendment is made in writing and signed by all parties. The clients, individually and independent of each other, reserve the right to modify this agreement.

## APPLICABLE LAW

This agreement shall be governed by the laws of the State of Ohio.

## RULES AND REGULATIONS

The following is a list of rules and regulations to be upheld by CLIENT(S), which includes CLIENTS and VENDORS who are involved in planning and execution of a special event on the PROPERTY of Four Seasons Barn.

- a) Food Services: Four Seasons Barn will not prepare or handle food for the event, and there, is not liable for any incidents occurring from improperly handled food. CLIENT(S) agree to abide by all Morrow County Department of Public Health and Safety rules, laws, and regulations regarding food service. If a vendor without the required licensing and insurance provides service or food for the event, the CLIENT(S) further understands they are liable for any foodborne illness, choking, allergic reaction, or similar incident.
- b) Insurance: Any VENDOR of goods and services should maintain General Liability Insurance (any VENDOR serving alcohol shall also maintain Liquor Liability Insurance). Such insurance shall name Four Seasons Barn as additional insured, and a certificate of insurance with an endorsement must be provided sixty (60) days prior to event. A 24-hour Liability policy must be provided by the CLIENTS also naming Four Seasons Barn as additional insured, and a certificate of insurance with an endorsement must be provided prior to the event.
- c) Illegal Substances: Except when brought in as evidence as part of proceedings, hearings, trials, etc., no illegal substances, including but not limited to all illicit drugs and alcohol, shall be present.
- d) Smoking: Ashtrays will be provided and smoking permitted only at the designated locations. No smoking is allowed in any of the buildings including but not limited to the barn.
- e) Pond: No boats, rafts, or vessels of any type are allowed in the pond. No swimming, boating, or wading are allowed in the pond. No objects of any kind are allowed to be placed or tossed into the pond.
- f) Tables/Chairs: Tables and chairs will be provided for up to 300 guests. Banquet tables and cake/dessert table will also be provided.
- g) Clean Up: PROPERTY must be clean of all personal items, rental linens must be placed in designated bags and all trash needs to be placed in appropriate dumpsters or trash cans. Tables and floor cleared of all trash.

## TERMINATION OF AGREEMENT

Either of the clients may cancel this rental agreement by providing Four Seasons Barn with a written notice of at least 30 days in advance.

**SIGNATURES**

Each signature affixed below indicates that the undersigned:

- a) Reads and understands this Rental Agreement
- b) Agrees to abide by this Rental Agreement
- c) Is unaware of any condition that prevents this agreement from being followed

Approved as To Form:

s/Morrow County Prosecuting Attorney

**Party Receiving Services:**

Client(s), or agent of client(s) who is financially responsible for all of the above.

s/Robert Hickson Jr., Morrow County Court of Common Pleas

s/Jenifer Burnaugh, Morrow County Municipal Court

s/Timothy R. Siegfried, Morrow County Board of Commissioners

s/Four Seasons Barn, Inc.

Mr. Siegfried duly seconded this motion.

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

**IN THE MATTER OF****APPROVAL TO RECESS SESSION: 22-R-081**

Mr. Siegfried made a motion to recess session at 9:08 a.m.

Mr. Whiston duly seconded this motion.

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

**Commissioner Whiston is no longer in session**

**IN THE MATTER OF****APPROVAL TO RETURN TO REGULAR SESSION: 22-R-082**

Mr. Siegfried made a motion to return to regular session at 2:22 p.m.

Mr. Abraham duly seconded this motion.

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

**IN THE MATTER OF****APPROVAL TO DESIGNATE CHAIRMAN TIM SIEGFRIED AS THE MORROW COUNTY HOSPITAL RFP COMMITTEE REPRESENTATIVE FOR THE MORROW COUNTY COMMISSIONERS: 22-R-083**

Mr. Abraham made a motion to designate Chairman Tim Siegfried as their representative for working with the Morrow County Hospital Board’s Request for Proposal (RFP) committee. As the designated representative for the RFP committee, Chairman Siegfried is authorized to support necessary actions for issuing a Request for Proposal for sale or management of the Morrow County Hospital, up to the point of reviewing a final draft contract for sale of the Morrow County Hospital, or a renewed or separate management contract.

Mr. Siegfried duly seconded this motion.

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