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**REGULAR SESSION JANUARY 4, 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: Brent Russell, Planning/Zoning, Jamie Brucker, Director of Operations and Sheriff Hinton.

Public in attendance:

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 DECEMBER 28, 2022: 23-R-001**

Mr. Abraham made a motion to approve the minutes of regular session of December 28, 2022, as recorded in the Commissioners Journal # 50.

Mr. Mason duly seconded this motion

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

**IN THE MATTER OF  
PAY-INS: 23-R-002**

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

Receipt Batch #3137 Payments received from Chesterville customers for sewer fund 5159 \$1,024.20  
Payments received from Johnsville customers for sewer fund 5100 \$420.00  
Payments received from Ketterman customers for sewer fund 5121 \$224.00  
Payments received from Somoco customers for sewer fund 5110 \$2,595.24

Receipt# 223279 Payment from Morrow County Services for Older Citizens for January 2023 insurance premium 7222-7777-740100 \$3,595.15

Receipt# 223293 Payment from MCAT for December service garage rent 3173-1070-470802 \$1,665.67

Receipt# 223294 Payment from CORSA for vehicle loss (MCAT) 2061-1020-420240 \$42,745.00

Receipt Batch #3141 Payments received from Chesterville customers for sewer fund 5159 \$60.00  
Payments received from Somoco customers for sewer fund 5110 \$52.71

Receipt Batch #3144 Payments received from Chesterville customers for sewer fund 5159 \$381.65  
Payments received from Ketterman customers for sewer fund 5121 \$169.07  
Payments received from Somoco customers for sewer fund 5110 \$226.65

**IN THE MATTER OF  
APPROVAL OF INTERIM MORROW COUNTY TREASURER: 23-R-003**

**WHEREAS**, Morrow County Treasurer Michael D. Goff resigned his position on December 31, 2022; and

**WHEREAS**, he has requested that the Commissioners appoint Tina Wright as interim Morrow County Treasurer and Darla Johnson as her backup effective January 1, 2023 and in effect until the Republican Central Committee appoints a person to fill the Treasurer's position;

**THEREFORE**, Mr. Siegfried made a motion to approve the appointment of Tina Wright as interim Morrow County Treasurer with Darla Johnson as her backup effective January 1, 2023.

Mr. Abraham duly seconded this motion.

Roll Call Vote: ..,Mr. Mason..., "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: 23-R-004**

Mr. Mason 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 Commissioner 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 1/1/2023 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, 2023 (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: **\$425.00/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/Timothy R. Siegfried, Morrow County Board of Commissioners

s/Four Seasons Barn, Inc.

Mr. Siegfried duly seconded this motion.

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

**IN THE MATTER OF  
APPROVAL OF COLLECTIVE BARGAINING AGREEMENT BETWEEN THE MORROW  
COUNTY SHERIFF'S OFFICE AND THE FRATERNAL ORDER OF POLICE, OHIO  
LABOR COUNCIL, INC.: 23-R-005**

Mr. Siegfried moved the adoption of the following resolution:

**RESOLUTION**

**WHEREAS**, representatives of the Morrow County Sheriff's Office and the FOP/OLC have been negotiating to reach an agreement relative to wages, hours and other conditions of employment for the Sheriff's Office employees in the bargaining unit; and

**WHEREAS**, pursuant to Section 4117 of the Ohio Revised Code, the negotiated settlement is now before the Morrow County Commissioners for approval or rejection in its entirety with the following major changes noted:

**Section 16.4:**

Previously excess was after 84 hours in a 14 day work period. New change lowered excess to anything over 80 hours.

**Section 16.5:**

Special duty rate was previously \$30 an hour. New rate is \$50 an hour.

**Section 21.1:**

- A. Previous wage rate was based on 5 steps. Proposed new rates would be based on 3 steps with the 5%/3years for road deputies and 3%/3 years for Dispatch and Corrections.
- D. Added: All full-time law enforcement or corrections service prior to working for the Morrow County Sherriff's office may be credited to bargaining unit employee's service time at the discretion of the Sheriff.
- E. Changed the detective rate from \$0.75 and hour to \$1.00 an hour.

**Section 24.1:**

Added Juneteenth to the list of paid holidays.

**Section 25.8:**

Previously read: All personal days earned after February 1, 2022 must be used within twelve (12) months. Requests for personal leave cannot be unreasonably denied.  
Now reads: Personal days must be used within one year of receiving personal day.

**Section 27.7:**

Exceptions can be made by the Sheriff (or designee) on a case-by-case basis.

**Section 29.2:**

Changed the rate from 85/15% to 87/13%.

**Section 29.4:**

Completely new section to address the SO to join the Wellness program. One added benefit to sweeten the deal was the addition of a personal day if the joined the program, on top of the percentage break.

**Appendix A:**

Added 1 Pullover for Jail  
Added Body Camera  
Added Taser

This Agreement shall be effective upon signing and shall remain in full force and effect until midnight, January 31, 2026, unless otherwise terminated as provided herein.

This Agreement constitutes the entire Agreement between the parties, and all other Agreements written, oral, or otherwise are hereby canceled.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Morrow County, Ohio, that the labor agreement between the Morrow County Sheriff and the Fraternal Order of Police/Ohio Labor Council, Inc., be and the same hereby is (approved/rejected); and

**BE IT FURTHER RESOLVED** that the Morrow County Sheriff be and he is hereby authorized and directed to execute the agreement in accordance with the terms of said proposal.

Mr. Mason duly seconded this motion.

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

**IN THE MATTER OF  
APPROVAL TO RECESS SESSION: 23-R-006**

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

Mr. Abraham duly seconded this motion.

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

**IN THE MATTER OF  
APPROVAL TO RETURN TO REGULAR SESSION: 23-R-007**

Mr. Siegfried made a motion to return to regular session at 2:28 p.m.

Mr. Abraham duly seconded this motion.

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

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

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