
REGULAR SESSION AUGUST 3, 2020

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: Joe Carroll (Airport), Andy Ware (Development), Albert Stojkovic (Sentinel), Sarah Cleveland and Olivia Cleveland.

The meeting was opened with prayer and pledge of allegiance to the flag, and then called to order by Mr. Castle, 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 JULY 29, 2020: 20-R-597**

Mr. Whiston made a motion to approve the minutes of regular session of July 29, 2020, as recorded in the Commissioners Journal # 48.

Mr. Castle duly seconded this motion

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

**IN THE MATTER OF
APPROVAL OF BILLS FOR PAYMENT: 20-R-598**

Mr. Davis made a motion to approve payment of bills numbered 1 through 82 submitted by the Morrow County Auditor's office.

Mr. Whiston duly seconded this motion

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

**IN THE MATTER OF
PAY-INS: 20-R-599**

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

Pay-in# 202197 Payment received from the State of Ohio for Tox – Coroner 1000-1050-520202
\$770.82

Pay-in# 202207 Payment received from the State of Ohio for Tox – Coroner 1000-1050-420202
\$900.94

Pay-in# 202209 Payment received from Ketterman customers for sewer fund 5121 \$55.84

Pay-in# 202210 Payment received from Johnsville customers for sewer fund 5100 \$118.00

Pay-in# 202211 Payment received from Chesterville customers for sewer fund 5159 \$237.24

Pay-in# 202212 Payment received from Job and Family Services for July rent 2072-1070-470802
\$35,076.01

Pay-in# 202213 Payment received from Morrow County Services for Older Citizens insurance
premium for August \$1,581.37

Pay-in# 202217 Payment received from Ketterman customers for sewer fund 5121 \$55.84

Pay-in# 202218 Payment received from Johnsville customers for sewer fund 5100 \$413.00

Pay-in# 202220 Payment received from Somoco customers for sewer fund 5110 \$1,249.33

Pay-in# 202232 Payment received from Ketterman customers for sewer fund 5121 \$55.84

Pay-in# 202233 Payment received from Johnsville customers for sewer fund 5100 \$177.00

Pay-in# 202234 Payment received from Chesterville customers for sewer fund 5159 \$781.81

Pay-in# 202235 Payment received from Somoco customers for sewer fund 5110 \$84.70

**IN THE MATTER OF
TRANSFER OF FUNDS – JOB AND FAMILY SERVICES FUND 2111 PUBLIC
ASSISTANCE: 20-T-080**

At the request of Sundie Brown, Director, a motion was made by Mr. Whiston to approve the following transfer of funds:

**Reason – need appropriation to transfer TANF Kinship Caregiver funds to the Children Service Fund (fund 2141) as the program expenses had to be paid from fund 2141 but TANF revenue from the state pays into the Public Assistance fund (fund 2111) per state requirements. This transfer will cover final sfy20 Kinship Caregiver expenses already paid out of fund 2141.

From 2111-1057-530335 Public Assistance PRC Program Services to 2111-1057-590910 Public Assistance PRC Transfer out in the amount of \$3,570.52

Mr. Castle duly seconded this motion.

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

IN THE MATTER OF SUPPLEMENTAL APPROPRIATION – BOARD OF ELECTIONS GRANT FUND 2097: 20-A-082

WHEREAS, an amended official certificate of estimated resources was received by the Morrow County Commissioners, from the Morrow County Budget Commission, in the amount of \$69,566.96.

THEREFORE, a motion was made by Mr. Castle to approve the amended official certificate of estimated resources and appropriate from the amended certificate to the following accounts:

2097-0016-530490	Reimbursement Grants	\$162.96
2097-0116-530310	Professional Services	\$5,000.00
2097-0116-550740	Computer/Equipment/Furniture	\$10,000.00
2097-0116-540410	Office Supplies	\$14,359.00
2097-0316-530310	Professional Services	\$15,000.00
2097-0316-550740	Computer/Equipment/Furniture	\$10,000.00
2097-0316-540410	Office Supplies	\$5,000.00
2097-0316-530323	Facility Repairs/Maintenance	\$10,000.00

Mr. Whiston duly seconded this motion.

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

IN THE MATTER OF APPROPRIATION OF UNAPPROPRIATED CERTIFIED MONIES – FUND 4111 CAPITAL IMPROVEMENTS: 20-A-083

Mr. Whiston made a motion to appropriate from the unappropriated certified monies to the following account to move to IT Capital for website:

4111-0117-590910	Capital Improvements	\$2,000.00
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Mr. Castle duly seconded this motion.

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

IN THE MATTER OF TRANSFER OF FUNDS – FUND 4111 CAPITAL IMPROVEMENTS TO FUND 4777 IT CAPITAL: 20-T-081

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

**Reason – transfer money to IT Capital for website

From 4111-0117-590910 Capital Transfer Out to 4777-1090-490931 IT Capital Transfer In in the amount of \$2,000.00

Mr. Castle duly seconded this motion.

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

**IN THE MATTER OF
APPROPRIATION OF UNAPPROPRIATED CERTIFIED MONIES – CHESTERVILLE
FUND 5159: 20-A-084**

Mr. Castle made a motion to appropriate from the unappropriated certified monies to the following accounts for Poggemeyer invoices and sludge hauling:

5159-5101-530310	Chesterville Professional Services	\$5,000.00
5159-5101-530323	Chesterville Maintenance/Repairs	\$5,682.60

Mr. Whiston duly seconded this motion.

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

For reconsideration, the following Resolution was asked to be put back on the agenda:

**IN THE MATTER OF
RECONSIDERATION OF AGREEMENT BETWEEN FOUR SEASONS BARN, LTD AND
THE MORROW COUNTY COURT OF COMMON PLEAS AND THE MORROW COUNTY
MUNICIPAL COURT FOR THE PURPOSE OF CONDUCTING JURY TRIALS AND/OR
RELATED COURT PROCEEDINGS AND APPROVAL FOR CHAIRMAN TO SIGN: 20-R-
600**

Mr. Castle made a motion to approve the agreement between Four Seasons Barn, Ltd and the Morrow County Court of Common Pleas and the Morrow County Municipal Court for the purpose of conducting jury trials and/or related court proceedings and approval for Chairman Burgess W. Castle to sign:

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

This agreement made and entered into 07/13/2020, 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, 2020** (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: **\$275.00/day**

- a) Check is accepted payment method. There is a \$35.00 fee for any bounced checks.
- b) Payments will be made by the 5th 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 scheduled 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

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- 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 CLIENTS(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 the 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/Charles S. Howland 7/24/20
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 C. Hickson 7/24/20
Morrow County Court of Common Pleas

s/Jenifer Burnaugh, Judge 7/24/20
Morrow County Municipal Court

s/Burgess W. Castle 7/29/20
Morrow County Board of Commissioners

s/Four Seasons Barn, Inc.

Mr. Whiston duly seconded this motion.

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

**IN THE MATTER OF
APPROVAL TO RECESS SESSION: 20-R-601**

Mr. Davis made a motion to recess session at 9:15 a.m.

Mr. Whiston duly seconded this motion.

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

**IN THE MATTER OF
APPROVAL TO RETURN TO REGULAR SESSION: 20-R-602**

Mr. Castle made a motion to return to regular session at 12:55 a.m.

Mr. Davis duly seconded this motion.

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

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

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

We hereby certify the foregoing to be true and correct.

CHAIRMAN

CLERK

ASSISTANT CLERK

MORROW COUNTY COMMISSIONERS