

**REGULAR SESSION APRIL 5, 2021**

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. Siegfried and Mr. Whiston.

Public in attendance: Sundie Brown (JFS/MCAT) and Dixie Shinaberry (Recorder).

The meeting was opened with prayer and pledge of allegiance to the flag, and then called to order by Mr. Whiston, 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 MARCH 31, 2021: 21-R-230**

Mr. Abraham made a motion to approve the minutes of regular session of March 31, 2021, as recorded in the Commissioners Journal # 49.

Mr. Siegfried duly seconded this motion

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

**IN THE MATTER OF  
APPROVAL OF BILLS FOR PAYMENT: 21-R-231**

Mr. Siegfried made a motion to approve payment of bills numbered 1 through 104 submitted by the Morrow County Auditor's office.

Mr. Abraham duly seconded this motion

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

**IN THE MATTER OF  
PAY-INS: 21-R-232**

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

- Receipt Batch #1664 Payments received from Chesterville customers for sewer fund 5159 \$1,639.06
  - Payments received from Johnsville customers for sewer fund 5100 \$513.00
  - Payments received from Ketterman customers for sewer fund 5121 \$111.68
  - Payments received from Somoco customers for sewer fund 5110 \$347.92
- Receipt Batch #1665 Payments received from Chesterville customers for sewer fund 5159 \$300.00
  - Payments received from Johnsville customers for sewer fund 5100 \$107.10
  - Payments received from Ketterman customers for sewer fund 5121 \$167.52
- Receipt Batch #1668 Payments received from Johnsville customers for sewer fund 5100 \$60.00
- Pay-in #210982 Payment received from Job & Family Services for Apr 2021 CSB rent 2072-1070-470802 \$20,745.08
- Receipt Batch #1672 Payments received from Chesterville customers for sewer fund 5159 \$990.37
  - Payments received from Johnsville customers for sewer fund 5100 \$598.90
  - Payments received from Ketterman customers for sewer fund 5121 \$111.68
  - Payments received from Somoco customers for sewer fund 5110 \$63.22

**IN THE MATTER OF  
APPROVAL OF AGREEMENT WITH MARION PUBLIC HEALTH AND CRAWFORD MARION MORROW  
MOBILITY C/O MORROW COUNTY COMMISSIONERS AND APPROVAL FOR CHAIRMAN  
TO SIGN: 21-R-233**

Mr. Abraham made a motion to approve the agreement with Marion Public Health and Crawford Marion Morrow Mobility c/o Morrow County Commissioners as presented and approve for Chairman Tom W. Whiston to sign:

**AGREEMENT**  
**Marion Public Health**  
**And**  
**CMM Mobility c/o Morrow County Commissioners**

**THIS CONTRACT** made and entered into this date April 5, 2021 by and between Marion Public Health, herein after referred to as "Health" and CMM Mobility c/o Morrow County Commissioners, hereinafter referred to as "Mobility", inconsideration of the payments and agreements hereinafter mentioned.

**I. SCOPE OF SERVICE**

The agreement will remain in effect until December 31, 2021. This agreement may be extended by written Amendment signed by both parties.

- A. Health agrees to provide Mobility with \$6,000 for the expansion of transportation options in Marion County.
- B. Mobility will provide subject matter expertise in the development of updated policies and plans that support, encourage and assist in the implementation of an Active Transportation Plan.
- C. Benefits of expanded transportation options for Marion residents include: increase equitable transportation options for residents, improved safety of all transportation users, contribute to economic vitality/resiliency and support community well-being as well as individual health.
- D. Mobility shall work closely with Health's Creating Health Communities (CHC) Manager. Specific responsibilities of Mobility includes:
  - 1. Participate on CHC Built Environment Action Team/CHC coalition.
  - 2. Improvement and coordination of public transportation options in Marion County.
  - 3. Increase Education and Awareness of transportation options and services.
  - 4. Assist in the development of active transportation and school travel plans.
  - 5. Facilitate trainings that support transportation services.
  - 6. Assist in temporary demonstration projects that demonstrate desired transportation improvements.
  - 7. Conduct evaluations and or community surveys to improve transportation and services.

**II. PAYMENT FOR SERVICES**

- A. Health agrees to pay Mobility as follows: The total amount of the project is not to exceed six thousand dollars (\$6,000).
- B. Payment is contingent upon availability of grant funds.
- C. Health agrees to pay Mobility for amount properly billed within fourteen (14) days of time that the one-time invoice is received.

**III. OTHER CONTRACT PROVISIONS**

A. Amendment

Agreement shall not be amended except in writing signed by all parties.

B. Assignment

Except as set forth above, no assignment or transfer of this Agreement, or any part thereof, use of subcontractors or assignments of monies due or payable under this Agreement, shall be made by Mobility without the consent of the Health in writing.

C. Captions

The captions are for convenience only and not as part 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.

D. Independent Contractor

Mobility, its agents, subcontractors and employees of Mobility will act in performance of this contract in an independent capacity, and not as officers, employees or agents of Health.

E. Americans with Disabilities Act Compliance

Mobility states that they comply with all rules and regulations of the Americans with Disabilities Act and agrees to sign a statement to this effect which is incorporated and attached to this contract.

F. Civil Rights

Health and Mobility agree that as a condition of this contract, there shall be no discrimination against any employee, agent or subcontractor because of race, color, sex, religion, national origin, handicap or any other actor as specified in Title VI of the Civil Rights Act of 1964, Rehabilitation Act of 1973 and subsequent amendments. It is further agreed that Health and Mobility will comply with all appropriate federal and state laws regarding such discrimination and the right to and method of appeal shall be made available to all persons under this contract. Any agency found to be out of compliance with this paragraph may be subject to termination of this contract.

G. Indemnity

Mobility agrees that, at all times during the existence of this contract, they will indemnify and save harmless Health against any and all liability, loss, damage and/or related expenses incurred through the provision of services under this contract.

H. Breach or Default of Contract

Upon breach or default of any of the provisions, obligations or duties embodied in this contract, Health may exercise any administrative, contractual, equitable or legal remedies available, without limitation. The waiver of any occurrence of breach or default is not a waiver of such subsequent occurrences, and health retains the right to exercise all remedies here in above mentioned. If Mobility or Health fails to perform an obligation under this contract and such failure(s) is (are) waived by the other party, such waiver shall be limited to the particular failure(s) so waived and shall not be deemed to waive other failure(s) hereunder. Waiver by Health shall be authorized in writing.

J. Termination

Failure to honor the terms of this contract and/or the related state, federal or local regulations may result in the immediate termination of this contract upon the discretion of Health. The provider shall be informed in writing the effective date of this termination by an authorized representative of Health.

K. 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.

L. Execution

Health represents that they have adopted this Agreement by Resolution approved by a majority of the members of the Board of Health at a public meeting.

M. Remedies

The parties to this Agreement shall have all of the remedies which are available to it in law or in equity for any violation or any of the terms of this Agreement including, but not limited to, the equitable remedy of specific performance.

N. Successors

This Agreement shall be for the benefit of and be binding upon the parties and their respective successors.

O. Time is of the Essence

It is specifically declared and agreed that time is of the essence in this Agreement.

P. Validity of Provisions

Each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. If any provision or application of a provision shall, to any extent, be judged invalid or unenforceable, the remainder of this Agreement and the application of that provision to other parties or circumstances shall not be affected.

Signed and entered this date April 5, 2021

s/Tom E. Whiston, Commissioner

s/Traci Kinsler, Health Commissioners

Mr. Siegfried duly seconded this motion.

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

**IN THE MATTER OF  
APPROVAL OF ESTIMATE FOR LANDSCAPING AT THE COMMUNITY SERVICES  
BUILDING 2021: 21-R-234**

**WHEREAS**, landscaping at the Community Services Building was done by Timber Top Forestry and Landscape in 2020 for \$1,790.00; and

**WHEREAS**, they have provided us with an estimate for same services for 2021 (April- November) for the amount of \$1,890.00;

**THEREFORE**, Mr. Whiston made a motion to approve the estimate received from Timber Top Forestry and Landscape for 2021 in the amount of \$1,890.00.

Mr. Abraham duly seconded this motion.

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

**IN THE MATTER OF  
APPROVAL OF 2022-2024 CORSA PARTICIPATION AGREEMENT: 21-R-235**

Mr. Siegfried made a motion to approve the three year participation agreement between **County Risk Sharing Authority, Inc. (CORSA)**, an Ohio Corporation not for profit and the **Morrow County Board of Commissioners (the Member)**, a political subdivision of the State of Ohio, effective as of the first day of May, 2021, but actually executed on the 5<sup>th</sup> day of April, 2021. The termination date of the participation agreement will be April 30, 2024.

The purposes of CORSA are to provide a joint self-insurance pool and to assist members, including the Member, to prevent and reduce losses and injuries to Member property, and persons and property which might result in claims being made against members of CORSA, including the Member, or their employees or officers.

The Member wishes to avail itself of the advantages offered by CORSA to its members.

Therefore, it is the intent of the Member to join with other members of CORSA, which will continue to administer a joint self-insurance pool and use funds contributed by the members to defend and indemnify, in accordance with CORSA's Articles of Incorporation, Code of Regulations, policies and procedures, and coverage documents, any member of CORSA against stated liability or loss, to the limits as outlined in the coverage documents of CORSA. It is also the intent of the Member, as a member of CORSA, to have CORSA provide continuing stability and availability of needed coverages at reasonable costs.

This Agreement is made pursuant to the authority granted pursuant to H.B. 875 of the 116<sup>th</sup> General Assembly, as codified in Sections 307.441, 2744.08, 2744.081 and 3955.05 of the Ohio Revised Code. The coverage provided by CORSA is not considered and does not constitute insurance under any Ohio law.

**IN WITNESS WHEREOF**, the Member and CORSA have executed this Agreement as of April 5, 2021. A complete copy of this agreement will be on file in the office of the Board of Morrow County Commissioners.

Mr. Whiston duly seconded this motion.

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

**IN THE MATTER OF  
APPROVAL TO JOURNALIZE THE DONATION OF A DESK FROM THE MORROW COUNTY  
RECORDER'S OFFICE: 21-R-236**

**WHEREAS**, the Morrow County Recorder's office is no longer in need of the following:

- 1 double-sided desk with 6 drawers on each side and a glass top

**WHEREAS**, Headwaters Outdoor Education Center is interested in receiving the above mentioned desk;

**THEREFORE**, Mr. Siegfried made a motion to approve the donation of a double-sided desk with 6 drawers on each side and a glass top to the Morrow County Headwaters Outdoor Education Center.

Mr. Abraham duly seconded this motion.

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

**IN THE MATTER OF  
APPROVAL OF 1<sup>st</sup> QUARTER 2021 INVESTMENT REPORT: 21-R-237**

Mr. Abraham made a motion to approve the 1<sup>st</sup> Quarter 2021 Investment Report as submitted by Michael Goff, Morrow County Treasurer:

**INVESTMENT ADVISORY REPORT  
2021 1<sup>st</sup> QUARTER STATUS – MARCH 31, 2021**

ACCOUNT	BALANCE 12/31/20	BALANCE 3/31/21	+/-
Fifth Third	\$13,420,243	\$13,456,370	\$37,127
Star Plus	\$393,713	\$393,791	\$78
Star Ohio	\$143,380	\$143,412	\$32
CD #491	\$511,202	\$511,328	\$126
CD #505	\$514,472	\$517,365	\$2,893
CD #513	\$1,029,576	\$1,035,489	\$5,913

<b>Total</b>	<b>\$16,012,586</b>	<b>\$16,057,755</b>	<b>\$45,169</b>
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Mr. Siegfried duly seconded this motion.

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

**IN THE MATTER OF  
APPROVAL TO RECESS SESSION: 21-R-238**

Mr. Abraham made a motion to recess session at 9:35 a.m.

Mr. Siegfried duly seconded this motion.

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

**IN THE MATTER OF  
APPROVAL TO RETURN TO REGULAR SESSION: 21-R-239**

Mr. Whiston made a motion to return to regular session at 1:43 p.m.

Mr. Siegfried duly seconded this motion.

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

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

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