
REGULAR SESSION MARCH 1, 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: Joe Carroll (Airport) and Andy Ware (Development).

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 FEBRUARY 24, 2021: 21-R-137**

Mr. Siegfried made a motion to approve the minutes of regular session of February 24, 2021, as recorded in the Commissioners Journal # 49.

Mr. Abraham 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-138**

Mr. Whiston made a motion to approve payment of bills numbered 1 through 88 submitted by the Morrow County Auditor's office.

Mr. Siegfried duly seconded this motion

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

**IN THE MATTER OF
PAY-INS: 21-R-139**

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

Pay-in #210592 Payment received from Ketterman customers for sewer fund 5121 \$279.20
Pay-in #210593 Payment received from Johnsville customers for sewer fund 5100 \$59.00
Pay-in #210594 Payment received from Chesterville customers for sewer fund 5159 \$120.00
Pay-in #210603 Payment received from Chesterville customers for sewer fund 5159 \$60.00
Pay-in #210604 Payment received from Morrow County Clerk of Courts for 2021 Title Office and CSEA cost allocation 1000-1020-420210 \$16,782.00
Pay-in #210625 Payment received from Johnsville customers for sewer fund 5100 \$59.00
Pay-in #210626 Payment received from Chesterville customers for sewer fund 5159 \$360.00

**IN THE MATTER OF
APPROVAL TO JOURNALIZE THE DISPOSAL OF 3 CRUISERS BY THE SPECIAL
DEPUTY UNIT: 21-R-140**

WHEREAS, there are 3 cruisers purchased and maintained by the Special Deputy Unit that are no longer serviceable and will be disposed of as stated below;

1. 2000 Ford Crown Victoria, Vin# 2FAFP72W5YX161656 will be donated to Sylvester Pocius to be used for Law Enforcement training purposes.
2. 2008 Ford Crown Victoria, Vin# 2FAHP71V58X167507 will be towed and scrapped by Saums Towing.
3. 2009 Ford Crown Victoria, Vin# 2FAHP71V19X138023 will be donated to Greg Perry to be used for Law Enforcement training purposes.

WHEREAS, all 3 cruisers are titled under the Morrow County Commissioners and the titles will need to be signed off on by the Chairman;

THEREFORE, Mr. Siegfried made a motion to approve the disposal of the 3 Special Deputy Unit cruisers as stated above and approval for the Chairman to sign off on vehicle titles.

Mr. Abraham duly seconded this motion.

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

**IN THE MATTER OF
RESOLUTION APPROVING TERMINATION OF EMPLOYMENT –MORROW COUNTY
AREA TRANSIT: 21-R-141**

RESOLUTION APPROVING TERMINATION OF EMPLOYMENT

BY THE BOARD:

WHEREAS, the Morrow County Board of Commissioners has been advised of allegations of work rule infractions committed by employee Stacey Hatcher of the Morrow County Area Transit;

WHEREAS, the Morrow County Area Transit has conducted a predisciplinary conference on the allegations on February 24, 2021;

WHEREAS, the Morrow County Board of Commissioners and the Morrow County Area Transit Director Sundie Brown have considered the facts and predisciplinary conference report surrounding the infractions, and concur that such allegations have been substantiated;

WHEREAS, Sundie Brown is authorized to terminate Stacey Hatcher's employment with the Morrow County Area Transit;

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Morrow County, Ohio, Mr. Whiston made a motion that Employee Stacey Hatcher be terminated from employment with the Morrow County Area Transit effective March 2, 2021.

Adopted at a regularly scheduled meeting of the Board of County commissioners of Morrow County, Ohio, this 1st day of March, 2021.

Mr. Abraham 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-142**

Mr. Siegfried made a motion to recess session at 9:07 a.m.

Mr. Abraham 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-143**

Mr. Whiston made a motion to return to regular session at 10:28 a.m.

Mr. Abraham duly seconded this motion.

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

**IN THE MATTER OF
APPROVAL OF AMENDMENT TO THE AGREEMENT BETWEEN PREMIER HEALTH
CARE SERVICES, INC. AND MORROW COUNTY SHERIFF'S OFFICE: 21-R-144**

Mr. Siegfried made a motion to approve the amendment to the agreement between Premier Health Care Services, Inc. and Morrow County Sheriff's Office as presented:

**AMENDMENT
to the
AGREEMENT
between
PREMIER HEALTH CARE SERVICES, INC.
and
MORROW SHERIFF'S OFFICE**

This Amendment to the Agreement between **Premier Health Care Services, Inc.**, and Ohio Corporation (hereinafter "PHCS") and the **Morrow County Sheriff's Office** in the state of Ohio (hereinafter "SHERIFF") is entered into as of the last date of signature set forth below and made effective as of the 15th day of March, 2021 (the "Effective Date") by and between PHCS and SHERIFF.

- A. **WHEREAS**, SHERIFF operates the Morrow County Jail, located at 101 Home Road, Mt. Gilead, Ohio 43338 (hereinafter the "Jail");
- B. **WHEREAS**, SHERIFF and PHCS are parties to an Agreement for the provision of healthcare services at the Jail by PHCS which became effective on the 9th day of May, 2008, as previously amended by an Amendment dated November 1, 2009 and an Addendum dated October 22, 2003 (the "Agreement");
- C. **WHEREAS**, SHERIFF AND PHCS now desire to amend the Agreement as set forth in this Amendment;

Now, therefore, the Agreement is amended as follows:

1. The following is added to the Agreement as a new Section 1.1.2:
"1.1.2 Nursing services: In addition to the physician services set forth in Section 1.1.1 above, PHCS shall provide Licensed Practical Nurses (LPNs) to provide services Mondays-Fridays, eight (8) hours daily with the exception of eight (8) holidays per year, and on call services 24/7 each week."
2. Section 6.1 of the Agreement is deleted and replaced with the following new Section 6.1:
"6.1 **Term.** This Agreement shall become effective on March 15, 2021 and shall continue for twelve (12) months until March 15, 2022 ("Term"). Following the Term, this Agreement shall automatically renew for successive one (1) year terms unless either party provides written notice of intent not to renew at least thirty (30) days prior to the expiration of the then current term. The First Renewal shall be on the 15th day of May, 2022. Otherwise, this Agreement shall only terminate in accordance with Section 6.2 hereof."
3. Exhibit "A" to the Agreement (COMPENSATION FOR SERVICES) is deleted and replaced with the Amended and Restated Exhibit "A" attached to this Amendment.

**AMENDED AND RESTATED EXHIBIT A
COMPENSATION FOR SERVICES**

A.1 **Compensation.** During each year of the term of this Agreement, SHERIFF shall pay PHCS for the provision of clinical and medico-administrative services described herein, in the amount of One Hundred Fifty Thousand Dollars (\$150,000.00) per year in monthly installments of Twelve Thousand Five Hundred Dollars (\$12,500.00) per month.

A.2 **Method of Compensation Payment.** The SHERIFF shall pay PHCS under the above Section pursuant to a monthly invoice provided by PHCS to SHERIFF. The monthly invoice shall be in the amount of Twelve Thousand Five Hundred Dollars (\$12,500.00) per month. SHERIFF shall have thirty (30) days from the date of the invoice to make payment for the services provided by PHCS pursuant to this Agreement.

A.3 **Inflation Adjustment.** Beginning on the first day of the First Renewal and on the first day of each subsequent renewal term, an adjustment of Two and one-half percent (2.5%) will be applied to the charges listed in A.1 and A.2.

A.4 **Expenses.** The parties agree that all medical and pharmacological supplies necessary for PHCS to operate the services shall be purchased at the sole expense of SHERIFF and/or Morrow County.

4. Except as set forth in Amendment, all terms of the Agreement remain in full force and effect. By affixing their signatures below, PHCS and SHERIFF agree to this Amendment, commencing as of the Effective Date set forth above.

SIGNATURES:

PHCS:

PREMIER HEALTH CARE SERVICES, INC.

By: Authorized Representative

SHERIFF:

MORROW COUNTY SHERIFF'S OFFICE

By: Sheriff

MORROW COUNTY COMMISSIONERS

By: s/Tim Abraham

s/Timothy Siegfried

s/Tom Whiston

Mr. Abraham 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-145**

Mr. Abraham made a motion to recess session at 10:42 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-146**

Mr. Whiston made a motion to return to regular session at 12:47 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. Abraham and duly seconded by Mr. Whiston.

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

We hereby certify the foregoing to be true and correct.

CHAIRMAN

CLERK

ASSISTANT CLERK

MORROW COUNTY COMMISSIONERS