

REGULAR SESSION SEPTEMBER 12, 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. Whiston and Mr. Siegfried.

Absent: Mr. Abraham

Public in attendance: Mike Goff (Treasurer), Andy Ware (Development), Bill Loebick (Park Bd), Brent Russell (Plan/Zoning), Tim Hilborn (Park Bd), Brooke Visard (SJCA Inc), Tony Dinovo and Steve Goodwin.

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 SEPTEMBER 7, 2022: 22-R-723

Mr. Whiston made a motion to approve the minutes of regular session of September 7, 2022, as recorded in the Commissioners Journal # 50.

Mr. Siegfried duly seconded this motion

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

IN THE MATTER OF
APPROVAL OF BILLS FOR PAYMENT: 22-R-724

Mr. Siegfried made a motion to approve payment of bills numbered 1 through 61 submitted by the Morrow County Auditor’s office.

Mr. Whiston duly seconded this motion

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

IN THE MATTER OF
PAY-INS: 22-R-725

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

Receipt Batch #2891 Payments received from Chesterville customers for sewer fund 5159 \$917.39
Payments received from Ketterman customers for sewer fund 5121 \$168.00

Receipt# 222279 Payment from Insurance company for loss settlement 2004 Ford Freestar (JFS) 2111-1020-420299 \$3,550.96

Receipt# 222285 Payment from Sims Bros for scrap metal (Engineers) 2202-1080-480830 \$26.51

Receipt Batch #2894 Payments received from Chesterville customers for sewer fund 5159 \$132.00
Payments received from Johnsville customers for sewer fund 5100 \$503.00
Payments received from Ketterman customers for sewer fund 5121 \$56.00

Receipt Batch #2898 Payments received from Chesterville customers for sewer fund 5159 \$372.00

Receipt# 222294 Payment from MCAT for August/September service garage lease payment 3173-1070-470802 \$3,331.34

IN THE MATTER OF
APPROPRIATION OF UNAPPROPRIATED CERTIFIED MONIES – GENERAL
FUND: 22-A-137

Mr. Siegfried made a motion to appropriate from the unappropriated certified monies to the following account for transfer to Capital Fund 4111:

1000-0101-590910 Transfer out (General Fund) \$500,000.00
Mr. Whiston duly seconded this motion.

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

**IN THE MATTER OF
TRANSFER OF FUNDS (CASH) – GENERAL FUND TO CAPITAL FUND 4111: 22-T-106**

Mr. Siegfried made a motion to approve the following transfer of fund:

****Reason – to transfer cash from General Fund to Capital Fund 4111**

From 1000-0101-590910 Transfer Out (General Fund) to 4111-1090-490931 Transfer In (Capital) in the amount of \$500,000.00

Mr. Whiston duly seconded this motion.

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

**IN THE MATTER OF
TRANSFER OF FUNDS – JOB AND FAMILY SERVICES FUND 2111 PUBLIC ASSISTANCE: 22-T-107**

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

****Reason – need additional appropriation for the fall TANF PRC client clothing program expenses**

From 2111-1051-530335 Public Assistance NET Program Services to 2111-1057-530335 Public Assistance PRC Program Services in the amount of \$20,000.00

Mr. Siegfried duly seconded this motion.

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

**IN THE MATTER OF
TRANSFER OF FUNDS – ENGINEER’S FUND 2202: 22-T-108**

At the request of Bart Dennison, Morrow County Engineer, a motion was made by Mr. Siegfried to approve the following transfer of funds:

****Reason – to pay bills**

From 2202-2002-540420 Operating Supplies to 2202-2002-530323 Facility Repair in the amount of \$2,600.00
From 2202-2002-530350 Utilities to 2202-2002-530346 Copier Lease/Payment in the amount of \$2,300.00
From 2202-2002-550750 Motor Vehicles to 2202-2002-530323 Facility Repair in the amount of \$2,000.00

Mr. Whiston duly seconded this motion.

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

**IN THE MATTER OF
TRANSFER OF FUNDS (CASH) – GENERAL FUND TO FUND 4043 REDEVELOPMENT TAX EQUIVALENT: 22-T-109**

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

****Reason – to process loan repayment to the Morrow County Treasurer**

From 1000-0120-590910 Transfer Out – Debt to 4043-1090-490931 Transfer In Redevelopment Tax Equivalent in the amount of \$42,335.06.

Mr. Whiston duly seconded this motion.

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

**IN THE MATTER OF
TRANSFER OF FUNDS – GENERAL FUND, JAIL: 22-T-110**

At the request of Melissa Caldwell, Office Administrator, a motion was made by Mr. Whiston to approve the following transfer of funds:

**Reason – needed to cover wages and/or fringe

From 1000-9119-510129 Employee Wages to 1000-9119-510213 Medicare in the amount of \$2,000.00
From 1000-9119-510129 Employee Wages to 1000-9119-510211 OPERS in the amount of \$5,000.00

Mr. Siegfried duly seconded this motion.

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

**IN THE MATTER OF
APPROVAL TO CHANGE EMPLOYMENT STATUS OF KENNEL WORKER FROM PART
TIME TO FULL TIME STATUS: 22-R-726**

WHEREAS, Crystal Burch as hired as part time Kennel Work on March 21, 2008; and

WHEREAS, discussion has been held changing Crystal from part time to full time;

THEREFORE, Mr. Siegfried made a motion to approve Crystal Burch becoming a full time Kennel Worker effective October 1, 2022 with the additional benefits of 40 hours of vacation and 1 personal day at her 6 months review with a ½ step increase, October 1 will become her annual review date and she will receive the 2nd week of vacation and 2nd personal day with the remainder of the step increase given at this time with a positive performance review. Insurance is available after waiting period per the Morrow County Personnel Policy manual.

Mr. Whiston duly seconded this motion.

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

**IN THE MATTER OF
APPROVAL TO ACCEPT RESIGNATION OF LINDSEY GRIMM, MORROW COUNTY
RECYCLING & LITTER PREVENTION DIRECTOR: 22-R-727**

Mr. Whiston made a motion to accept the resignation of Lindsey Grimm, Morrow County Recycling & Litter Prevention Director effective September 23, 2022.

Mr. Siegfried duly seconded this motion.

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

**IN THE MATTER OF
APPROVAL TO ENTER INTO PARTICIPATION AGREEMENT WITH COUNTY
EMPLOYEE BENEFIT CONSORTIUM OF OHIO, INC. (CEBCO) TO ASSIST IN
CONTROLLING EMPLOYEE BENEFIT PLAN COSTS: 22-R-728**

WHEREAS, the Board of Morrow County Commissioners has received a new participation agreement from County Employee Benefit Consortium of Ohio, Inc. (CEBCO) to provide Morrow County Employee’s health benefit coverage and administrative services; and

WHEREAS, the Participation Agreement provides benefits and rate proposals, submitted to the member each year by CEBCO, to provide medical, dental, prescription drug and/or life insurance coverage; and

WHEREAS, this agreement shall commence at 12:01 a.m. on the 1st day of January 2023, and shall terminate at 11:59 p.m. on the 31st day of December, 2025;

THEREFORE, Mr. Whiston made a motion to renew the Participation Agreement from the County Employee Benefit Consortium of Ohio, Inc. for three years, January 1, 2023 through December 31, 2025.

Mr. Siegfried duly seconded this motion.

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

**IN THE MATTER OF
APPROVAL OF MORROW COUNTY’S HEALTH, RX, DENTAL & VISION INSURANCE
PLANS AND RATES FOR 2023: 22-R-729**

WHEREAS, the Board of Morrow County Commissioners and CEBCO (County Benefit Consortium of Ohio), have reviewed insurance plans and options for 2023, and CEBCO has submitted the following rates and plan options for Morrow County Employees:

2023 Employee Insurance Tiers	PPO Plan – Plan 1500B	RX	HSA Health Savings Plan - 2500 (includes RX)	Dental Plan 3	Vision Plan 6
Employee	\$674.80	\$180.58	\$784.56	\$27.41	\$9.70
Employee/Spouse	\$1,486.64	\$397.84	\$1,728.46	\$53.16	\$15.44
Employee/Children	\$1,212.66	\$324.52	\$1,409.90	\$58.38	\$15.75
Family	\$2,024.42	\$541.76	\$2,353.74	\$95.39	\$25.09

THEREFORE, Mr. Siegfried made a motion to approve the aforementioned 2023 rates for Health and RX from CEBCO for two plans, a PPO and a HSA. The aforementioned rates are for the health, RX, dental and vision coverage only. This does not include life insurance and administrative costs.

Mr. Whiston duly seconded this motion.

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

**IN THE MATTER OF
APPROVAL TO ACCEPT NEW COBRA INSURANCE RATES FOR FISCAL YEAR
2023: 22-R-730**

WHEREAS, the Board of Morrow County Commissioners approved new health insurance rates for the period of January 1, 2023 through December 31, 2023; and

WHEREAS, COBRA insurance rates are based on the rate of the health insurance premium plus 2% to cover administrative cost; and

THEREFORE, Mr. Whiston made a motion to accept the following COBRA insurance rates for fiscal year 2023;

Single-PPO Plan Rates Health, RX, Dental and Vision Insurance \$892.49 plus \$17.85 = \$910.34
Single-HSA Plan Rates Health, RX, Dental and Vision Insurance \$821.67 plus \$16.43 = \$838.10
Employee/Spouse PPO Health, RX, Dental and Vision Insurance \$1953.08 plus \$39.06 = \$1,992.14
Employee/Spouse HSA Health, RX, Dental and Vision Insurance \$1797.06 plus \$35.94 = \$1,833.00
Employee/Child PPO Health, RX, Dental and Vision Insurance \$1611.31 plus \$32.23 = \$1,643.54
Employee/Child HSA Health, RX, Dental and Vision Insurance \$1484.03 plus \$29.68 = \$1,513.71
Family/PPO Health, RX, Dental and Vision Insurance \$2686.66 plus \$53.73 = \$2,740.39
Family/HSA Health, RX, Dental and Vision Insurance \$2474.22 plus \$49.48 = \$2,523.70

Mr. Siegfried duly seconded this motion.

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

**IN THE MATTER OF
APPROVAL OF MORROW COUNTY SECURITY AWARENESS TRAINING AND
TESTING AND THE ADDITION OF THE POLICY TO THE MORROW COUNTY
PERSONNEL POLICY AND PROCEDURES MANUAL: 22-R-731**

Mr. Siegfried made a motion to approve the Morrow County Security Awareness Training and Testing and the addition of this policy to the Morrow County Personnel Policy and Procedures Manual as presented:

Security Awareness Training and Testing

1. Introduction

Technical security controls are a vital part of any information security framework but are not in themselves sufficient to secure all information assets. Effective information security also requires the awareness and proactive support of all staff, supplementing and making full use of the technical security controls. This is obvious in the case of social engineering attacks and other current exploits being used, which specifically target vulnerable humans rather than IT and network systems. Lacking adequate information security awareness, staff is less likely to recognize or react appropriately to information security threats and incidents, and are more likely to place information assets at risk of compromise. To protect information assets, all workers must be informed about relevant, current information security matters, and motivated to fulfill their information security obligations.

1.1 Objective

This policy specifies the Morrow County internal information security awareness and training program to inform and assess all staff regarding their information security obligations.

1.2 Scope

This policy applies throughout the organization as part of the cybersecurity framework. It applies regardless of whether staff use computer systems and networks, since all staff are expected to protect all forms of information assets including computer data, written materials/paperwork, and intangible forms of knowledge and experience. This policy also applies to third party employees working for the organization whether they are explicitly bound (e.g. by contractual terms and conditions) or implicitly bound (e.g. by generally held standards of ethics and acceptable behavior) to comply with our information security policies.

1.3 Audience

In general, this policy applies to all Morrow County employees, elected officials and contractors with access to Morrow County systems, networks, Morrow County information, nonpublic personal information, personally identifiable information, and/or customer data.

1.4 Document Changes and Feedback

This policy will be updated and re-issued at least annually to reflect, among other things, changes to applicable law, update or changes to Morrow County requirements, technology, and the results or findings of any audit.

1.5 Referenced Documents

Documents that are relevant to this policy include the following:

Policy	Policy Owner	Link
Information Security Policy (ISP)	Information Technology	Pages 50-58 in the Morrow County Personnel Policy Manual
Policy Manual	County Commissioners	See supervisor/manager or elected official

2. Policy Requirements

All awareness training must fulfill the requirements for the security awareness program as listed below:

- The information security awareness program should ensure that all staff achieve and maintain at least a basic level of understanding of information security matters, such as general

obligations under various information security policies, standards, procedures, guidelines, laws, regulations, contractual terms, and generally held standards of ethics and acceptable behavior.

- Additional training is appropriate for staff with specific obligations towards information security that are not satisfied by basic security awareness, for example Security Administration, Site Security and IT personnel. Such training requirements must be identified in departmental/personal training plans and funded accordingly. The training requirements will reflect relevant prior experience, training and/or professional qualifications, as well as anticipated job requirements.
- Security awareness and training activities should commence as soon as practicable after staff joins the organization, generally through attending information security induction/orientation as part of the on boarding process. The awareness activities should continue on a continuous/rolling basis thereafter to maintain a reasonably consistent level of awareness.
- Where necessary and practicable, security awareness and training materials and exercises should suit their intended audiences in terms of styles, formats, complexity, technical content, etc. Everyone needs to know why information security is so important, but the motivators may be different for workers focused on their own personal situations or leaders with broader responsibilities to the organization and their staff.
- Morrow County will provide staff with information on the location of the security awareness training materials, along with security policies, standards, and guidance on a wide variety of information security matters.

2.1 Morrow County Information Security Awareness Training

The Morrow County Information Technology (IT) department requires that each employee upon hire and at least annually thereafter successfully complete **KnowBe4 Security Awareness Training - 30 minutes**. Certain staff may be required to complete additional training modules depending on their specific job requirements upon hire and at least annually. Staff will be given a reasonable amount time to complete each course to not disrupt business operations.

2.2 Simulated Social Engineering Exercises

The Morrow County IT department will conduct periodic simulated social engineering exercises including but not limited to phishing (e-mail), vishing (voice), smishing (SMS), USB testing, and physical assessments. The Morrow County IT department will conduct these tests at random throughout the year with no set schedule or frequency. The Morrow County IT department may conduct targeted exercises against specific departments or individuals based on a risk determination.

2.3 Remedial Training Exercises

From time-to-time Morrow County staff may be required to complete remedial training courses or may be required to participate in remedial training exercises with members of the Morrow County IT department as part of a risk-based assessment.

3. *Compliance & Non-Compliance with Policy*

Compliance with this policy is mandatory for all staff, including contractors and elected officials. The Morrow County IT department will monitor compliance and non-compliance with this policy and report to the results of training and social engineering exercises to elected officials and department heads.

The penalties for non-compliance are described in Appendix A of this policy.

3.1 Non-Compliance Actions

Certain actions or non-actions by Morrow County personnel may result in a non-compliance event (Failure).

A Failure includes but is not limited to:

- Failure to complete required training within the time allotted
- Failure of a social engineering exercise

Failure of a social engineering exercise includes but is not limited to:

- Clicking on a URL within a phishing test

- Replying with any information to a phishing test
- Opening an attachment that is part of a phishing test
- Enabling macros that are within an attachment as part of a phishing test
- Allowing exploit code to run as part of a phishing test
- Entering any data within a landing page as part of a phishing test
- Transmitting any information as part of a vishing test
- Replying with any information to a smishing test
- Plugging in a USB stick or removable drive as part of a social engineering exercise
- Failing to follow Morrow County policies during a physical social engineering exercise

Certain social engineering exercises can result in multiple Failures being counted in a single test. The maximum number of Failure events per social engineering exercise is two.
The Morrow County IT department may also determine, on a case-by-case basis, that specific Failures are a false positive and should be removed from that staff member’s total Failure count.

3.2 Compliance Actions

Certain actions or non-actions by Morrow County personnel may result in a compliance event (Pass). A Pass includes but is not limited to:

- Successfully identifying a simulated social engineering exercises
- Not having a Failure during a social engineering exercise (non-action)
- Reporting real social engineering attacks to the IT department

3.3 Removing Failure Events through Passes

Each Failure will result in a Remedial training or coaching event as described in Appendix A of this document. Subsequent Failures will result in escalation of training or coaching. De-escalation will occur when three consecutive Passes have taken place.

4. Responsibilities and Accountabilities

Listed below is an overview of the responsibilities and accountabilities for managing and complying with this policy program.
The Director of IT is accountable for running an effective information security awareness and training program that informs and motivates workers to help protect the organization’s and the organization’s customer’s information assets.
Information Technology is responsible for developing and maintaining a comprehensive suite of information security policies (including this one), standards, procedures and guidelines that are to be mandated and/or endorsed by the organization where applicable. Working in conjunction with other corporate functions, it is also responsible for conducting suitable awareness, training, and educational activities to raise awareness and aid understanding of staff’s responsibilities identified in applicable policies, laws, regulations, contracts, etc.
All Elected Officials and Department Heads are responsible for ensuring that their staff and other workers within their responsibility participate in the information security awareness, training, and educational activities where appropriate and required.
All Staff are personally accountable for completing the security awareness training activities, and complying with applicable policies, laws, and regulations at all times.

Appendix A – Schedule of Failure Penalties

The following table outlines the penalty of non-compliance with this policy. Steps not listed here may be taken by the Morrow County IS team to reduce the risk that an individual may pose to the Morrow County.

Failure Count	Resulting Level of Remediation Action
First Failure	Mandatory completion of KnowBe4 Security Awareness Training - 30minutes

Second Failure	Mandatory completion of KnowBe4 Security Awareness Training - 30minutes and Your Role: Internet Security and You
Third Failure	Mandatory completion of KnowBe4 Security Awareness Training - 45 minutes
Fourth Failure	Face to face meeting with their manager and/or department head/electedofficial
Fifth Failure	Face to face meeting with their manager and Head of Human Resources
Sixth Failure	Face to face meeting with the Director of IT and their elected official <ul style="list-style-type: none">- Possibility that additional administrative and technical controls willbe implemented to prevent further Failure even
Seventh Failure	Meeting with the Director of IT and their elected official <ul style="list-style-type: none">- Possibility that additional administrative and technical controls will be implemented to prevent further Failure events
Eighth Failure	Formal review of employment with elected official <ul style="list-style-type: none">- Possibility that additional administrative and technical controls will be implemented to prevent further Failure events
Ninth and Subsequent Failures	Potential for Termination of Employment or Employment Contract

Appendix B – Methods for
Determining Staff Risk Ratings

The following is a list of situations that may increase a risk rating of a Morrow County staff member. Higher risk ratings may result in an increased sophistication of social engineering tests and an increase in frequency and/or type of training and testing.

- Staff member email resides within a recent Email Exposure Check report
- Staff member is an elected official or department head (High value target)
- Staff member possesses access to significant Morrow County confidential information
- Staff member is using a Windows or Apple-based operating system
- Staff member uses their mobile phone for conducting work-related business
- Staff member possesses access to significant Morrow County systems
- Staff member personal information can be found publicly on the internet
- Staff member maintains a weak password
- Staff member has repeated Morrow County policy violations

Appendix C – Glossary of Terms if
Applicable

Mr. Whiston duly seconded this motion.

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

IN THE MATTER OF
APPROVAL OF PAY REQUEST #3 FOR PROJECT MRW-CR11-2.86, PID 106653 AND
APPROVAL FOR CHAIRMAN TO SIGN: 22-R-732

Mr. Whiston made a motion to approve Pay Request#3 for the project MRW-CR11-2.86, PID 106653 and approval for Chairman Timothy R. Siegfried to sign:

Pay Request

Estimate No. #3
Date: 9/7/2022
Invoice No. NA

Project: MRW-CR11-2.86, PID 106653

Owner Address: Morrow County Commissioner’s
80 North Walnut Street
Mt. Gilead, Ohio 43338

Contractor Address: R & I Construction, Inc.
2931 S. State Route 67
Tiffin, Ohio 44883

Engineers Address: Morrow County Engineer
50 East High Street
Mount Gilead, Ohio 43338

Original Contract:	\$2,305,621.00
Change Order To Date	\$ 2,320.00
Total Contract Amount	\$2,307,941.00
Amount completed to-date	\$1,337,753.73
Less Previous Payments	\$1,080,594.66
Total Amount Due This Request	\$ 257,159.07

s/Contractor	9/6/2022
s/Bart Dennison	9/7/2022
s/Timothy R. Siegfried	9/12/2022

Mr. Siegfried duly seconded this motion.

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

**IN THE MATTER OF
APPROVAL OF ANNEX O HAZARDOUS MATERIALS TO THE MORROW COUNTY
EMERGENCY OPERATIONS PLAN AND APPROVAL FOR CHAIRMAN TO SIGN: 22-R-
733**

Mr. Siegfried made a motion to approve Annex O Hazardous Materials of the Morrow County Emergency Operations Plan and approval for Chairman Timothy R. Siegfried to sign:

**Hazardous Materials Annex O
to the
Morrow County Emergency Operations Plan
2022**

I. INTRODUCTION

A. Purpose of the Plan

1. Morrow County Local Emergency Planning Committee

Since 1985 the official Local Emergency Planning Committee (LEPC) for Morrow County has been the Chemical Emergency Preparedness Advisory Council (CEPA).

Note: In this document the acronym LEPC will be used to identify the Local Emergency Planning Committee instead of the usual CEPA.

LEPC exercises the powers and performs the duties delegated by Title III (Emergency Planning and Community Right-to-Know Act) of the Superfund Amendments and Reauthorization Act (SARA) and Chapter 3750 of the Ohio Revised Code. These powers and duties enable LEPC to perform the following:

- Develop a comprehensive emergency response plan for the county.
- Receive and maintain a database of reports and chemical inventory information per SARA Title III.

- Receive and process requests for chemical inventory and emergency response information from the public.
- Establish procedures for providing public information
- Notify the public of committee activities and public meetings.
- Handle and respond to public comments on the emergency plan.

With the information and reports received LEPC will:

- Perform hazard analyses.
- Build and maintain a database of hazardous material locations and quantities in the county.
- Establish and maintain a computer system for hazardous material emergency responders.

These activities will be coordinated by the LEPC members and the EMA Director. The yearly mandated March 1st facility reports are filed in the EMA office. From these files the LEPC produces various summaries, which are used in preplanning, prevention, emergency response, and post-incident activities. Risk assessments are performed on facilities reporting Extremely Hazardous Substances.

XI. AUTHENTICATION

Promulgation Document

A hazardous material incident response consists of many interrelated elements. All local government departments private support agencies, and the individual citizen could and would be involved.

A hazardous material response in many instances merely requires an extension of daily activities. There is however an escalation of human need during a major incident. This annex is based on the expertise acquired routinely each day and training procedures to enhance agency response during an unusual occurrence.

Many lives can be lost in the confusion and disorganization that accompanies the lack of a full planning effort. Therefore, an integrated approach to hazardous material response is required.

Planning must be a cooperative effort to avert or minimize the effects of a hazardous material incident.

Two primary planning goals are to protect lives and property and to restore the stricken area to pre-incident status with a minimum of social and economic disruption.

This annex is a statement of policy about emergency response and assigns tasks and responsibilities to response agencies, specifying roles during a hazardous material situation. The document was developed pursuant to the Superfund Amendment and Reauthorization Act, 1986; Ohio Revised Code, sections 3750 and 5502; and the 1988 Morrow County Emergency Management Agency's County - Wide Agreement.

s/Chairman, Local Emergency Planning Committee – Emergency Management Director
s/Timothy R. Siegfried, Chairperson, Morrow County Board of Commissioners

**A complete copy of this document will be on file with the Morrow County Commissioner's office

Mr. Whiston duly seconded this motion.

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

**IN THE MATTER OF
APPROVAL OF LEASE AGREEMENT RENEWAL BETWEEN THE MORROW COUNTY
BOARD OF COUNTY COMMISSIONERS AND DELAWARE PUBLIC HEALTH DISTRICT
FOR THE WIC SPACE AT 619 W. MARION STREET, SUITE B, MOUNT GILEAD, OHIO:
22-R-734**

Mr. Siegfried made a motion to approve the following Lease Agreement (renewal) between the Morrow County Board of County Commissioners and Delaware Public Health District for the WIC space at 619 W. Marion Street, Suite B, Mount Gilead, Ohio:

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease"), dated September 8, 2022, is made and entered into by and between the **Morrow County Board of County Commissioners, Mt. Gilead, Ohio**, hereinafter referred to as "Lessor" and the **Delaware Public Health District, Delaware County, Ohio**, hereinafter referred to as "Lessee" (individually, "Party"; collectively, "Parties"):

WITNESSETH:

1. **LEASED PREMISES:** In consideration of the terms, provisions and covenants of this Lease, Lessor hereby leases, lets, and demises to Lessee certain real property located at 619 West Marion Road; Suite B Mt. Gilead, Ohio 43338-1489 (referred to as the "Morrow County Health Department" or "Leased Premises").

2. **TERM:** Subject to and upon the conditions set forth below, the term of this Lease shall commence as of October 1, 2022, the "Commencement Date", and shall terminate on September 30, 2023, the "Termination Date" (collectively referred to as the "Term" or "Lease Term"). The Lease Term shall be renewable for subsequent terms of one (1) year through separate written agreement(s) mutually agreed to by Lessor and Lessee. In order to allow for Federal Grant provisions, Lessee is granted the right of 30 days in-and-out notices. Should grant funding change or be canceled, Lessee may notify Lessor and terminate lease within 30 days.

3. **RENT:** On or before the first (1st) of every month during the Lease Term, Lessee shall pay to Lessor as rent for the Leased Premises the monthly sum of Six Hundred and Fifty Dollars (\$650.00). This amount will cover the space utilized only by the Lessee WIC department staffs, (1 "clinic" room, 1 office with direct access to the health department waiting room, 1 desk area in the current nursing office, the space shared with the Morrow County Health Department (waiting room, break room), and all other common areas within and outside of the building as necessary to use for the delivery of client services and/or staff responsibilities.

4. **EQUIPMENT / SPACE TO BE PROVIDED BY LESSOR:** Lessor agrees to provide Lessee with access to the building to supply (Lessee owned and managed) suitable data ports within the health department to accommodate up to four (4) PC computers and Internet access.

5. **IT SERVICES:** Lessee shall be responsible for providing Information Technology ("IT") services and support for the WIC Staff.

6. **OFFICE EQUIPMENT AND SUPPLIES:** Lessee shall furnish its own office equipment, including but not limited to workstation dividers, computers, printers, copiers and copier equipment, chairs, and office supplies.

7. **JANITORIAL SERVICES; TRASH; RESTROOMS:** Lessor shall furnish its own janitorial services and Lessee shall be permitted to share a dumpster for proper and lawful trash disposal with Lessor. Lessee shall have access to restrooms available in the Morrow County Health Department. Lessee shall share access to such restrooms in the Facility with the Morrow County Health Department.

8. **PARKING; SNOW REMOVAL; VENDING; BUILDING ACCESS:** Lessee, Lessee's employees, and Lessee's visitors shall be permitted to park personal vehicles in the Community Service Building Parking Lot of the Facility. Parking lot and sidewalk snow removal for the Facility will normally occur between 6:00 a.m. and 8:00 a.m. on weekdays. If the Lessee requires snow removal outside of these hours, Lessee is permitted to independently perform snow removal on Lessor's property to allow for ingress, egress, and parking for the WIC Clinic. Lessee shall be provided with keys for the Facility. Lessee shall be provided access to vending machines and bathrooms located in Lobby B of the Facility.

9. **SIGNS:** Lessee may, at its cost, place or install interior/exterior signage directing individuals to the WIC Office with prior approval by Lessor.

10. **USE:** Lessee warrants and represents to Lessor that Lessee shall use and occupy the Morrow County Health Department exclusively for the provision of WIC Services in accordance with Federal WIC guidelines and in accordance with the laws of the State of Ohio.
11. **RENOVATIONS:** Lessee shall be responsible for securing estimates and/or bids, executing contracts, and coordinating work for any renovations of the Morrow County Health Department based on Lessee's needs with prior approval by Lessor.
12. **UTILITIES AND ASSESSMENTS:** Lessor shall pay for all utilities for the Morrow County Health Department during Lessee's days of occupancy during the Lease Term as set forth in Section 2 of this Lease, including, but not limited to, electric, gas, water, and sewer. Lessee shall pay for IT services and landline telephone service.
13. **REPAIRS AND MAINTENANCE:**
- (a) Lessee shall operate and shall maintain, repair, and replace as appropriate to maintain in good repair all portions of the Leased Premises in coordination with Lessor.
- (b) Lessee shall not allow any damage to be committed on any portion of the Morrow County Health Department. At the termination of this Lease, by lapse of time or otherwise, Lessee shall deliver the Leased Premises to Lessor in as good condition as existed at the Commencement Date of this Lease, ordinary wear and tear excepted.
14. **COMPLIANCE WITH LAWS, RULES, AND REGULATIONS:** Lessee, at Lessee's expense, shall comply with all laws, ordinances, orders, rules, and regulations of state, federal, municipal, or other agencies or bodies having jurisdiction relating to the use, condition, and occupancy of the Leased Premises.
15. **LESSEE ALTERATIONS AND IMPROVEMENTS:** Lessee may make, at Lessee's cost, any non-structural alterations, physical additions, or improvements to the Leased Premises that Lessee deems appropriate. Lessee shall consult with Lessor regarding any proposed structural alteration to the Facility. Lessee may make a major structural alteration only with the written consent of Lessor, which shall not be withheld unreasonably. Lessee shall be responsible for all costs of any such major structural alteration to the Facility. Any alterations, physical additions, or improvements to the Leased Premises shall at once become the property of Lessor and shall be surrendered to Lessor upon the termination of this Lease, to the extent that the alterations, physical additions, or improvements cannot be removed without causing damage to the Leased Premises. Lessor, at its option, may require Lessee to remove any physical additions and/or repair any alterations in order to restore the Leased Premises to the condition existing at the time Lessee took possession, all costs of removal and/or alterations to be borne by Lessee.
16. **INSURANCE:** Lessor shall maintain property and casualty insurance coverage on the Leased Premises. Lessee shall maintain insurance on its contents, as well as general liability insurance, listing the Lessor as additional insured with respect to Lessee's use of the Leased Premises.
17. **QUIET ENJOYMENT:** Lessor warrants that it has full right to execute and to perform this Lease and to grant the estate demised and that Lessee, performing the terms, conditions, covenants and agreements contained in this Lease, shall peaceably and quietly have, hold and enjoy the Leased Premises during the full term of this Lease as well as any extension or renewal thereof. Lessor shall not be responsible for the acts or omissions of any third party that may interfere with Lessee's use and enjoyment of the Leased Premises.
18. **LESSOR'S RIGHT OF ENTRY:** Lessor shall be provided access to the WIC Department upon twenty-four (24) hours' advance written notice to Lessee. Further, Lessor agrees not to enter the Leased Premises without an agent and/or employee of Lessee present. Upon the request to enter being made by Lessor, Lessee shall forthwith arrange for an agent and/or employee of Lessee to accompany Lessor to enter the Leased Premises.
19. **SUBLEASE AND ASSIGNABILITY:** Lessee shall not sublease nor assign the Leased Premises or any portion thereof during the term of this Lease.
20. **DEFAULT BY LESSEE:** The following shall be deemed to be events of default by Lessee under this Lease:

(a) Lessee shall fail to pay when due any payment required pursuant to this Lease, and the failure is not cured within thirty (30) days after written notice to Lessee;

(b) Lessee shall fail to comply with any term, provision or covenant of this Lease, other than the payment of money, and the failure is not cured or Lessee has not begun taking action to cure within forty-five (45) days after written notice to Lessee;

(c) Lessee shall file a petition or be adjudged bankrupt or insolvent under the National Bankruptcy Act, as amended, or any similar law or statute of the United States or any state; or a receiver or trustee shall be appointed for all or substantially all of the assets of Lessee; or Lessee shall make a transfer in fraud of creditors or shall make an assignment for the benefit of creditors; or

(d) Lessee shall do or permit to be done any act that results in a lien being filed against the Leased Premises, which lien is not removed or bonded within one hundred twenty (120) days after Lessee has actual notice of the lien.

21. **REMEDIES FOR LESSEE'S DEFAULT:** Upon the occurrence of any event of default set forth in this Lease, Lessor shall have the option to pursue any one or more of the following remedies without any notice:

(a) Terminate this Lease, in which event Lessee shall immediately surrender the Leased Premises to Lessor, and if Lessee fails to surrender the Leased Premises, Lessor may, without prejudice to any other remedy which it may have for possession, enter upon and take possession of the Leased Premises, by picking or changing locks if necessary, and lock out, expel, or remove Lessee and any other person who may be occupying all or any part of the Leased Premises without being liable for prosecution of any claim for damages. Lessee agrees to pay on demand the amount of all loss and damage, including attorney fees, which Lessor may suffer by reason of the termination of the Lease under this subparagraph, whether through inability to re-let the Leased Premises on satisfactory terms or otherwise.

(b) Enter upon and take possession of the Leased Premises, by picking or changing locks if necessary, and lock out, expel or remove Lessee and any other person who may be occupying all or any part of the Leased Premises without being liable for any claim for damages, and re-let the Leased Premises on behalf of Lessee and receive directly the rent by reason of the re-letting. Lessee agrees to pay Lessor on demand any deficiency that may arise because of any re-letting of the Leased Premises; further, Lessee agrees to reimburse Lessor for any expenditure made by it for maintaining the building in a usable manner, including remodeling or repairing in order to re-let the Leased Premises.

(c) Enter upon the Leased Premises, by picking or changing locks if necessary, without being liable for prosecution of any claim for damages, and do whatever Lessee is obligated to do under the terms of this Lease. Lessee agrees to reimburse Lessor on demand for any expenses which Lessor may incur in effecting compliance with Lessee's obligations under this Lease; further, Lessee agrees that Lessor shall not be liable for any damages resulting to Lessee from effecting compliance with Lessee's obligations under this subparagraph caused by the negligence of Lessor or otherwise.

(d) Terminate this Lease as an expiration of this Lease.

22. **WAIVER OF DEFAULT OR REMEDY:** Failure of Lessor to declare an event of default immediately upon its occurrence, or delay in taking any action in connection with an event of default, shall not constitute a waiver of the default, but Lessor shall have the right to declare the default at any time and take such action as is lawful or authorized under this Lease. Pursuit of any one or more of the remedies set forth in paragraph 23 above shall not preclude pursuit of any one or more of the other remedies provided elsewhere in this Lease or provided by law, nor shall pursuit of any remedy provided constitute forfeiture or waiver of any rent or damages accruing to Lessor by reason of the violation of any of the terms, provisions or covenants of this Lease. Failure by Lessor to enforce one or more of the remedies provided upon an event of default shall not be deemed or construed to constitute a waiver of the default or of any other violation or breach of any of the terms, provisions, and covenants contained in this Lease.

23. **FORCE MAJEURE:** The Parties shall be temporarily excused from performance and shall not be entitled to impose any penalty as a result of any delay in performance caused by reason of war, insurrection, strike, automobile fuel shortage, weather, explosion, act of God, order of Court or other public authority, interruption of payments due under this Lease, or any other cause beyond the

reasonable control of the Parties. Such excusal from performance shall continue until such *force majeure* ceases to exist or the Lease is terminated as provided herein.

24. **EARLY TERMINATION:** Either Party, on ninety (90) days' written notice to the other Party, may terminate this Lease.

25. **SEVERABILITY:** The provisions of this Lease are severable and independent, and if any such provision shall be unenforceable in whole or in part, the remaining provisions and any partially enforceable provisions, to the extent enforceable, shall nevertheless be binding and enforceable.

26. **NOTICE:** All payments required to be made by Lessee shall be payable to Lessor at the address set forth below, and any notice or document required or permitted to be delivered by this Lease shall be deemed to be delivered (whether or not actually received) when deposited in the United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the Parties at the respective addresses set out below:

LESSOR:	LESSEE:
Board of County Commissioners	Delaware Public Health District
Morrow County, Ohio	Delaware County, Ohio
80 N. Walnut Street, Ste A	1 West Winter Street
Mount Gilead, OH 43338	Delaware, OH 43015

27. **GOVERNING LAW:** This Lease shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Contract shall be filed in and heard before the courts of Morrow County, Ohio.

28. **ENTIRE AGREEMENT AND LIMITATION OF WARRANTIES:** IT IS EXPRESSLY AGREED BY LESSOR AND LESSEE, AS A MATERIAL CONSIDERATION FOR THE EXECUTION OF THIS LEASE, THAT THIS LEASE, WITH THE SPECIFIC REFERENCES TO WRITTEN EXTRINSIC DOCUMENTS, IS THE ENTIRE AGREEMENT OF THE PARTIES; THAT THERE ARE, AND WERE, NO VERBAL REPRESENTATIONS, WARRANTIES, UNDERSTANDINGS, STIPULATIONS, AGREEMENTS OR PROMISES PERTAINING TO THIS LEASE OR THE EXPRESSLY MENTIONED WRITTEN EXTRINSIC DOCUMENTS NOT INCORPORATED IN WRITING IN THIS LEASE. LESSOR AND LESSEE EXPRESSLY AGREE THAT THERE ARE AND SHALL BE NO IMPLIED WARRANTIES OF MERCHANTABILITY, HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OF ANY OTHER KIND ARISING OUT OF THIS LEASE AND THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THOSE EXPRESSLY SET FORTH IN THIS LEASE. IT IS LIKEWISE AGREED THAT THIS LEASE MAY NOT BE ALTERED, WAIVED, AMENDED, OR EXTENDED EXCEPT BY AN INSTRUMENT IN WRITING SIGNED BY BOTH LESSOR AND LESSEE.

IN WITNESS WHEREOF, the Parties hereto have executed this Lease as of the date first written above.

LESSOR:	LESSEE:
Board of County Commissioners	Delaware Public Health District
Morrow County, Ohio	Delaware County, Ohio

s/Tom E. Whiston, Commissioner	s/Shelia L. Hiddleson, RN, MS, Health Commissioner
s/Tim D. Abraham, Commissioner	
s/Timothy R. Siegfried, Commissioner	

Mr. Whiston duly seconded this motion.

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

**IN THE MATTER OF
APPROVAL TO JOURNALIZE REPORT FROM THE MORROW COUNTY TREASURER
FOR GAP SHEET AS OF THE CLOSE OF BUSINESS ON AUGUST 31, 2022: 22-R-735**

Mr. Siegfried made a motion to journalize receipt of the Gap sheet 8/31/2022 report from the Morrow County Treasurer, Michael Goff and acknowledged and signed by the Morrow County Auditor, Pat Davies and the Board of County Commissioners as presented:

Receipts/Disbursements
balance close of business

Recon. Items	\$0.00
Vault	\$3,000.00
Checking Account	\$3,516,258.61
Sweep ICS	\$4,465,102.26
Star Ohio	\$540,606.99
CDARS 3	\$1,070,193.12
CDARS 4	\$2,003,835.44
CDARS 5	\$1,036,553.63
CDARS 6	\$2,003,144.56
PARK ICS 0603	\$226.01
R459	\$5,934,554.57
Wire	\$0.00
Fifth Third	\$13,654,676.00
Engineer Note	\$120,668.31
Commissioners	\$168,011.85
Point N Pay	\$3,161.85
Warrant	\$0.00
Balance	\$34,519,993.20

Monthly Investments		Interest pd in	
Balance			
Star Ohio	\$540,606.99	\$1,043.30	
Fifth Third	\$13,654,676.00	\$7,507.73	
CDARS 4	\$2,003,835.44	\$340.00	
CDARS 5	\$1,036,553.63	\$175.88	
CDARS 3	\$1,070,193.12	\$2,109.19	
CDARS 6	\$2,003,144.56	\$339.92	
PARK ICS 0603	\$226.01	\$0.19	
Morrow Co Managing Agency R459	\$5,934,554.57	\$147.78	
Engineer Note	\$120,668.31	\$508.12	VIP .01 over pd 8/3/22
Commissioners Note	\$168,011.85		

Daily Investments Balance	\$26,532,470.48	
Checking Account	\$3,516,258.61	Bank Balance
Vault	\$3,000.00	
Wire Acct	\$0.00	
FKNB Sweep ICS	\$4,465,102.26	\$7,746.86
Warrant	\$0.00	
Recon. Issue	\$0.00	
Point N Pay	\$3,161.85	
	\$34,519,993.20	Funds and Banks VIP

Mr. Whiston duly seconded this motion.

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

**IN THE MATTER OF
APPROVAL OF SUBORDINATION AGREEMENT FOR NATHAN AND BRITTANY
RENWICK - CHIP PROGRAM AND APPROVAL FOR CHAIRMAN TO SIGN: 22-R-736**

WHEREAS, Nathan and Brittany Renwick (married), has borrowed \$29,200.00 from the Morrow County CHIP Program, which is secured by the County via promissory notes and mortgages on the property; and

WHEREAS, Mr. & Mrs. Renwick are in the process of refinancing for this property at 52 Township road 209, Marengo, Ohio 43334, and has requested the County subordinate mortgage to primary lender.

THEREFORE, Mr. Siegfried made a motion to approve the subordination agreement and do hereby subordinate its lien position in and on the property to Rocket Mortgage LLC, ISAOA, and further instruct that this subordination agreement be filed with the Morrow County Recorder and approval for Chairman Timothy R. Siegfried to sign.

Mr. Whiston duly seconded this motion

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

**IN THE MATTER OF
APPROVAL TO RECESS SESSION: 22-R-737**

Mr. Siegfried made a motion to recess session at 9:18 a.m.

Mr. Whiston duly seconded this motion.

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

**IN THE MATTER OF
APPROVAL TO RETURN TO REGULAR SESSION: 22-R-738**

Mr. Siegfried made a motion to return to regular session at 1:09 p.m.

Mr. Whiston duly seconded this motion.

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

**IN THE MATTER OF
RESOLUTION IN SUPPORT OF APPALACHIA OHIO ALLIANCE PERMANENTLY
PROTECTING MORE THAN A MILE OF ALUM CREEK: 22-R-739**

Whereas, the Upper Alum Creek and the West Branch of Alum Creek are both listed as Superior High Quality Waters by the Ohio EPA, and

Whereas, a nearly 10,000-acre, contiguous block of exceptional riparian forest protects this waterway from the north end of Alum Creek State Park in Delaware County, extending nearly 13 stream miles into Morrow County, and

Whereas, the contiguous forested area in Morrow County along Alum Creek is nearly as large as the Mohican State Forest, and

Whereas, blocks of woodlands of this size provide exceptional wildlife habitat, and

Whereas, nearly the entire stretch of river from Kilbourne to just north of Fulton includes nearly full canopy on both sides of Alum Creek, cooling the stream throughout the hot summer months to provide both diverse habitat and cleaner water, and

Whereas, Morrow County property owners, of their own choosing, and with their own personal resources, have worked diligently to provide this rare and exceptional habitat, and

Whereas, the Poston family for decades have been exceptional stewards of this valuable natural resource, and wish for that conservation to continue in perpetuity, and

Whereas, the project will conserve Alum Creek and the West Branch of Alum Creek in Peru Township, protecting water quality, floodplains, shale bluffs, scenic views, and natural habitat, and

Whereas, all of these outstanding natural benefits bolster recreational, educational, heritage and tourism opportunities that benefit not just our current citizens, but all future generations of Morrow Countians, and

Whereas, we, the Morrow County Commissioners, as part of our Upper Alum Creek 9-Element Plan, have identified using voluntary incentive efforts to encourage forest conservation for the ongoing protection of this natural body of water, and

Whereas, all of these tremendous benefits are of great value to all Morrow County citizens, and as such, we encourage our naturalists, sportsmen, conservationists, and all those who love wild things and clean water to support this important conservation of a true natural treasure, therefore...

Therefore, Mr. Siegfried made a motion that we, the Morrow County Commissioners, provide our strong support for the use of Clean Ohio funds by the Appalachia Ohio Alliance, a 501C (3) non-profit organization, for acquisition of this property in the Alum Creek corridor, as favored by the Poston family.

Mr. Whiston duly seconded this motion.

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

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

We hereby certify the foregoing to be true and correct.

CHAIRMAN

CLERK

ASSISTANT CLERK

MORROW COUNTY COMMISSIONERS