

**MORGAN COUNTY COMMISSIONERS
RIECKER BUILDING**

The Board of Morgan County Commissioners met in their offices Monday, August 13, 2018.
The meeting was called to order at 8:30am with the pledge of allegiance to the flag.

Mike Reed, President
Adam Shriver, Absent
Tim Vanhorn, Member

18-292- Motion by Mr. Vanhorn and seconded by Mr. Reed to approve the minutes of August 13, 2018.
Mr. Reed yea Mr. Shriver absent Mr. Vanhorn yea Motion Carried

Vicki Quesinberry, Job & Family Services

-August 13, 2018 Council of Government (COG) meeting at Lori's in Caldwell **CANCELLED**.

***New dates for schedule: Tuesday, August 28, Wednesday, August 29, Thursday, August 30, Monday, September 10.**

-Union's, requesting change to contract. Commissioners said this is just language and will be addressed at negotiations.

-The Rouge, agency vehicle was hit while in Youngtown. Waiting to hear from their insurance.

-Back to School clothing is finished. JFS served 800 kids.

Steve Hook, Engineer

-Commissioners discussed the lawn waste site with Engineer Hook. The suggested widening the driveway and also having Shelly and Sands come out and put some of the asphalt grindings on the driveway.

18-293- Motion by Mr. Reed and seconded by Mr. Vanhorn to approve the following:

Resolution #18-293

PID No: 99752

County/Route/Section: MRG CR 17 0.000

Agreement No:32602

The following is a Resolution#18-293 enacted by the Board of Commissioners of Morgan County, Ohio hereinafter referred to the Local Public Agency (LPA.)

Section I-Project Description

Whereas, the (LPA/STATE) has determined the need for the described project:

Two-lane resurfacing project using asphalt overlay treatment. MRG CR 17 0.000-2.40. Begin work at State Route 377 and end work at State Route 792. Work also includes pavement marketing. Total length of work is 2.40 miles.

Now therefore, be it ordained by the Board of Commissioners of Morgan County Ohio.

Section II-Consent Statement

Being in the public interest, the LPA gives consent to the Director of Transportation to complete the above described project as detailed in the LPA-ODOT-Let Agreement entered into between the parties , if applicable.

Section III-Cooperation Statement

The LPA shall cooperate with the Director of Transportation in the development and construction of the above described project and shall enter into a LPA Federal ODOT Let Project Agreement, if applicable, as well as any other agreements necessary to development and construct the Project.

The County does hereby propose to assume and contribute the entire cost and expense of the improvement, less the amount of Federal Aid Funds set aside by the Director of Transportation for financing this improvement from funds allocated by the Federal Highway Administration, U.S. Department of Transportation, and further, the County agrees to bear one hundred percent (100%) of the cost of the following items:

- 1) *Rights-of Way*
- 2) *All costs for added construction items generating extra work contracts under Ohio laws, unless performance is approved by the State of Ohio and Federal Highway Administration before work is authorized.*

The LPA further agrees to pay 100% of the cost of those features requested by the LPA which are determined by the State and Federal Highway Administration to be unnecessary for the Project.

The LPA further agrees that change orders and extra work contracts required to fulfill the construction contracts shall be processed as needed. The State shall not approve a change order or extra work contract until it first gives notice, in writing, to the LPA. The LPA shall contribute its share of the cost of these items in accordance with other sections herein.

The LPA agrees that if Federal Funds are used to pay the cost of any consultant contract, the LPA shall comply with 23 CFR 172 in the selection of its consultant and administration of the consultant contract. Further the LPA agrees to incorporate ODOT's "Specifications for Consulting Services" as a contract document in all of its consultant contracts. The LPA agrees to require, as a scope of services clause, that all plans prepared by the consultant must conform to ODOT's current design standards and that the consultant shall be responsible for ongoing consultant involvement during the construction phase of the Project. The LPA agrees to include a completion schedule acceptable to ODOT and to assist ODOT in rating the consultant's performance through ODOT'S Consultant Evaluation System.

SECTION IV-Authority to Sign

The LPA hereby authorizes The County Engineer of said Morgan County to enter into and execute contracts with the Director of Transportation which are necessary to develop plans for and to complete the above described project; and to execute contracts with ODOT pre-qualified consultants for the preliminary engineering phase of the Project. Upon request of ODOT, the County Engineer is also empowered to execute any appropriate documents to affect the assignment of all rights, title, and interests of the Board of County Commissioners to ODOT arising from any agreement with its consultant in order to allow ODOT to direct additional or corrective work, recover damages due to errors or omissions, and to exercise all other contractual rights and remedies afforded by law or equity.

SECTION V-

The LPA agrees that all right-of-way required for the described project will be acquired and/or made available in accordance with current State and Federal regulations. The LPA also understands that right-of-way costs include eligible utility costs.

The LPA agrees that all utility accommodation, relocation and reimbursement will comply with the current provisions of 23 CFR 645 and the ODOT Utilities Manual.

SECTION VI-Maintenance

Upon completion of the Project, and unless otherwise agreed, the LPA shall: (1) provide adequate maintenance for the Project in accordance with all applicable State and Federal law, including, but not limited to, Title 23, U.S.C., Section 116; (2) provide ample financial provisions as necessary; for the maintenance of the Project; (3) maintain the right-of-way, keep it free of obstructions; and (4) hold said right-of-way inviolate for public highway purposes.

SECTION VII-Emergency Measure

The Resolution # 18-293 is hereby declared to be an emergency measure to expedite the highway project and to promote highway safety. Following appropriate action, it shall take effect and be in force immediately upon its passage and approval, otherwise it shall take effect and be in force from and after the earliest period allowed by law.

Mr. Reed, yea Mr. Shriver, absent Mr. Vanhorn, yea

18-294- Motion by Mr. Vanhorn and seconded by Mr. Reed to approve the following:

Resolution# 18-294

PID No: 101723

County/Route\Section: MRG CR 2A/84 GR FY19

Agreement No: 32603

The following is a/an Resolution# 18-294 enacted by the Board of Commissioners of Morgan County, Ohio, hereinafter referred to as the Local Public Agency (LPA.)

SECTION I-Project Description

Whereas, the (LPA/STATE) has determined the need for the described project:

Guardrail upgrade and replacement project in Morgan County along sections of CR 2A CR 3 and CR 84. Work includes the addition of posts and railing. Total length of work is approximately 14.90 miles.

Now Therefore, be it ordained by the Board of County Commissioners of Morgan County, Ohio.

SECTION II-Consent Statement

Being in the public interest, the LPA gives consent to the Director of Transportation to complete the above described project as detailed in the LPA-ODOT-Let Agreement entered into between the parties, if applicable.

SECTION III-Cooperation Statement

The LPA shall cooperate with the Director of Transportation in the development of construction of the above described project and shall enter into the LPA Federal ODOT Project Agreement, if applicable, as well as any other agreements necessary to develop and construct the Project.

The County does hereby propose to assume and contribute the entire cost and expense of the improvement, less the amount of Federal Aid Funds set aside by the Director of Transportation for financing this improvement from funds allocated by the Federal Highway Administration, U.S. Department of Transportation, and further, the County agrees to bear one hundred percent (100%) of the following items:

- 1) *Right-of-Way*

- 2) *All costs for added construction items generating extra work contracts under Ohio laws, unless performance is approved by the State of Ohio and Federal Highway Administration before work is authorized.*

The LPA further agrees to pay 100% of the cost of those features requested by the LPA which are determined by the State and Federal Highway Administration to be unnecessary for the Project.

The LPA further agrees that change orders and extra work contracts required to fulfill the construction contracts shall be processed as needed. The State shall not approve a change order or extra work contract until it first gives notice, in writing, to the LPA. The LPA shall contribute its share of the cost of these items in accordance with other sections herein.

The LPA agrees that if Federal funds are used to pay the cost of any consultant contract, the LPA shall comply with 23 CFR 172 in the selection of its consultant and administration of the consultant contract. Further, the LPA agrees to incorporate ODOT's "Specifications for Consulting Services" as a contract document in all of its consultant contracts. The LPA agrees to require, as a scope of services clause, that all plans prepared by the consultant must conform to ODOT's current design standards and that the consultant shall be responsible for ongoing consultant involvement during the construction phase of the Project. The LPA agrees to include a completion schedule acceptable to ODOT and to assist ODOT in rating the consultant's performance through ODOT's Consultant Evaluation System.

SECTION IV- Authority to Sign

The LPA hereby authorizes The County Engineer of said Board of County Commissioners to enter into and execute contracts with the Director of Transportation which are necessary to develop plans for and to complete the above-described project; and to execute contracts with ODOT pre-qualified consultants for the preliminary engineering phase of the Project.

Upon request of ODOT, the County Engineer is also empowered to execute any appropriate documents to affect the assignment of all rights, title, and interests of the Board of County Commissioners to ODOT arising from any agreement with its consultant in order to allow ODOT to direct additional or corrective work, recover damages due to errors or omissions, and to exercise all other contractual rights and remedies afforded by law or equity.

SECTION V-Utilities and Right-of-Way Statement

The LPA agrees that all right-of-way required for the described project will be acquired and/or made available in accordance with current State and Federal regulations. The LPA also understands that right-of-way costs include eligible utility costs.

The LPA agrees that all utility accommodation, relocation, and reimbursement will comply with the current provisions of 23 CRF 645 and ODOT Utilities Manual.

SECTION VI-Maintenance

Upon completion of the Project, and unless otherwise agreed, the LPA shall: (1) provide adequate maintenance for the Project in accordance with all applicable State and Federal law, including, but not limited to, Title 23, U.S.C., Section 116; (2) provide ample financial provisions, as necessary, for the maintenance of the Project; (3) maintain

the right-of-way, keeping it free of obstructions; and (4) hold said right-of-way inviolate for public highway purposes.

SECTION VII-Emergency Measure

The Resolution 18-294 is hereby declared to be an emergency measure to expedite the highway project and promote highway safety. Following appropriate legislative action, it shall take effect and be in force immediately upon its passage and approval, otherwise it shall take effect and be in force from and after the earliest period allowed by law.

Mr. Reed yea Mr. Shriver absent Mr. Vanhorn yea Motion Carried

Becky Thompson, Dog Warden

-Submitted report-filed

Shannon Wells, Development Office

-Bristol Water Extension Bid Opening

Individuals present at the meeting:

Shannon Wells; Development Office, Phil Lawrence; MMRWD, Danny Ray; MMRWD, Roger Calendine; MMRWD, Todd Kidd; MMRWD, John Wilson; MMRWD, Rocky Roark; American Boring, Dustin Baxter; American Boring, Alan Litman; Stonegate Construction, Shari Wilson; Perry Reclaiming Inc., and Lisa Sibicky; Burgess & Niple, Inc.

-For the Project of Morgan Meigsville St. Rt. 78

American Boring bid- \$657,028.00

Perry Reclaiming bid- \$589,424.00

Stone Gate Construction bid- \$599,967.00

18-295- Motion by Mr. Reed and seconded by Mr. Vanhorn to table all bids.

Mr. Reed yea Mr. Shriver absent Mr. Vanhorn yea Motion Carried

- Bristol Waterline- Bid opening today. Two public meetings were held on August 7th and 9th to give low income homeowners the opportunity to apply for the tap/line assistance.
 - Malta 3rd Street bid-waiting of CenturyLink.
 - Opera House- waiting on architect to bid.
 - Transit-insurance company has not been notified of several accidents. The commissioners and Mrs. Wells discussed when transit should be transporting school children.
 - Teachers would like to recycle. They need to do so at the nearest location to their school.
 - USDA-rural housing preservation grant \$50,000 submitted August 9th.
 - Business site visits-Finley, DG Welding, McGregor Building, Dean Ponchak, Cas Maxwell.
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Mark Howdysshell, Prosecutor

-The commissioners discussed a new dog pound with Mr. Howdysshell. The commissioners discussed the best way to begin this project. Funding was discussed as well as the best location. Hopefully this project will be finished by the end of 2019.

Jeff Babcock, IT Administrator

-No report given.

UTILITY APPLICATIONS

*The commissioners were in receipt of numerous CenturyLink utility requests from Engineer Hook for boring under several county roads.

TRANSFERS, THEN & NOWS, & SUPPLEMENTAL APPROPRIATIONS

*None

18-296- Motion by Mr. Shriver and seconded by Mr. Vanhorn to approve payment of bills. *See attached*
Mr. Reed yea, Mr. Shriver absent Mr. Vanhorn yea, Motion Carried

- Commissioner Vanhorn had to leave early. Commissioner meeting ended at 4:00pm.

Mike Reed, President

Adam Shriver, Vice-President

Tim Vanhorn , Member

Sheila Welch, Clerk

