

**MORGAN COUNTY COMMISSIONERS  
RIECKER BUILDING**

The Board of Morgan County Commissioners met in their offices Monday, September 17, 2018.  
The meeting was called to order at 8:30am with the pledge of allegiance to the flag.

Mike Reed, President  
Adam Shriver, Vice-President  
Tim Vanhorn, Member

**18-321-** Motion by Mr. Vanhorn and seconded by Mr. Reed to approve the minutes of September 10, 2018.  
**Mr. Reed yea Mr. Shriver yea Mr. Vanhorn yea Motion Carried**

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**Steve Hook, Engineer**

**18-322-** Motion by Mr. Vanhorn and seconded by Mr. Shriver to approve the following:

The following is a/an 18-322 enacted by the Morgan County Commissioners Morgan County, Ohio hereinafter referred to as the Local Public Agency (LPA.)

SECTION 1- Project Description

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

*Landslide repair project. MRG CR 2 0.32. Excessive rain caused a landslide to occur within the roadway. Work includes a drilled shaft retaining wall with concrete lagging. Begin work approximately 0.32 miles north of State Route 669. Length of work is approximately 0.06 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 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 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 section 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 with are necessary to develop plans for and to 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 right 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 mode 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, keeping it free of obstructions; and (4) hold said right-of-way inviolate for public highway purposes.

#### SECTION VII-Emergency Measure

The 18-322 is hereby declared to be an emergency measure to expedite the highway project and to 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 ye Mr. Shriver ye Mr. Vanhorn ye Motion Carried**

**18-323-** Motion by Mr. Shriver and seconded by Mr. Vanhorn to approve the following:

The following is a/an 18-323 enacted by the Board of Morgan County Commissioners of Morgan County, Ohio, hereinafter referred to as the Local Public Agency.

#### SECTION I-Project Description

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

*Landslide repair project. MRG CR 3 4.340. Excessive rain caused a landslide to occur within the roadway. Work includes a drilled shaft soldier pile wall with concrete cribbing. Begin work approximately 0.32 miles south of Lemon Hill Road. Length of work is approximately 0.04 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 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 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 section herein.*

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

SECTION VII-Emergency Measure

The 18-323 is hereby declared to be an emergency measure to expedite the highway project and to 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 yea Mr. Vanhorn yea Motion Carried**

-Commissioners asked Mr. Hook several questions regarding the county roads, including why he doesn't chip and seal more roads. They also asked if he was planning on grinding up any more roads this year or in the future. The commissioners also asked about the dust control on gravel roads.

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***Vicki Quesinberry, Job & Family Services***

- Submitted bills
- Memorandum of Understanding between Kate Love Simpson Library and Morgan County Department of Job and Family Services for use of computer at the library for One Stop uses.

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***Amy Grove, OSU Extension***

Chris Penrose:  
Several farm visits, lead a pasture walk in Green County, had weekly press releases in the Morgan County Herald and provided computer work for the Junior Fair livestock shows and sale.

Fair livestock sale summary

Pam Montgomery:  
Working with the additional counties within the area.  
Survived the fair and found it to be almost without incident despite the heat and the rain.  
Already preparing to formulate the 4-H calendar for 2019.

Amy 2:

SNAP Ed updates:

Finished 2 adult programs with AllWell

Started back in the schools, beginning with pre-school and will add other grades as the year progresses.

Amy 1:Needs Assessment survey. This was sent approximately 70 OSUE volunteers and program attendees. The purpose is to help determine the future direction of Extension at both the state and local levels. Results should be tallied and sent to the counties by November 2018.

I am now the government liaison for our office. This is also due to the current restructuring and will include contacting our state reps and senators, as well as local officials, to relay the "message" of the Extension service. The issue of most current concern is water quality, particularly in the Lake Erie area, and aligning the current science with possible legislative solutions/suggestions.

Hot but successful fair.

The sidewalk chalk event and the Open Doors tours appeared to be going well on Saturday the 15th.

#### 2018 Sale Summary

2018	Sale	385 lots	\$381,012	average/lot \$989.64 up \$98.38
2017	Sale	376 lots	\$335,113	average/lot \$891.26
2016	Sale	386 lots	\$340,844	average/lot \$883.02
2015	Sale	315 lots	\$347,841	average/lot \$1104.26
2014	Sale	395 lots	\$397,550	average/lot \$1006.46
2013	Sale	390 lots	\$295,585	average/lot \$757.91
2012	Sale	386 lots	\$295,745	average/lot \$766.18
2011	Sale	410 lots	\$268,963	average/lot \$656.01
2010	Sale	384 lots	\$235,167	average/lot \$612.42
2009	Sale	400 lots	\$233,068	average/lot \$582.67
2008	Sale	358 lots	\$252,722	average/lot \$705.93
2007	Sale	335 lots	\$225,436	average/lot \$672.94
2006	Sale	373 lots	\$215,461	average/lot \$577.64

2005 Sale 345 lots \$189,125 average/lot \$548.19  
 2004 Sale 326 lots \$189,840 average/lot \$582.33

19 lots pulled from show/sale from breeding purposes, over/under wt. ect.

	2011	2012	2013	2014	2015	2016	2017	2018
hogs	105	95	96	87	78	81	65	64
lambs	34	30	29	31	38	32	31	31
dairy goats	19	20	14	16	21	22	18	12
meats goats	51	53	51	60	50	66	59	61
mkt. steers	10	7	8	14	17	19	15	15
rabbits	32	27	38	31	30	34	40	38
chickens	42	43	48	53	0	44	56	53
turkeys	8	11	16	6	0	6	9	8
dairy beef	25	23	18	26	27	28	22	19
feeder heifers	60	24	19	23	23	18	23	31
feeder steers	58	44	42	40	31	37	38	53

Sale ended at-7:45 in 2018

Sale ended at 6:12 in 2017

Just an FYI, there are advantages and disadvantages either way, but we used to average about a lot a minute, this year it took 96 seconds per lot.

**John Wilt, EMA**

- Working on purging old files, per advice from Monitoring visit.
- Continue working with townships on Public Assistance grants
- Compiling data on Tier II reporting for SERC (State Emergency Response Commission) compliance report.
- Attended Teleconference on Tropical Storm Florence flooding potential for Ohio on 9/12.
- Working on proposal for CODE RED warning system for 2019.
- Coordinating with Red Cross regarding Tropical Storm Florence progression to Ohio (do not anticipate exigent circumstances)
- Had the opportunity to observe first hand the evacuation and “hardening” of the Outer Banks area of North Carolina. Evacuations were mandatory several days in advance of storm with limited reentry for property owners until day of storm. Evacuation from Outer Banks is through 2 bridges (and ferry system while operational).

**Shannon Wells, Development Office**

-Discussed preschool transit trips. Noted the liability of busing young children through transit. After much discussion, it was decided to go through with allowing transit to bus preschool children because the school does not offer any bus options for them.

-Discussed possible applicants for the recycling position.

- Discussed roundabout preconstruction follow-up. Blake Brown is the area engineer. The shifts are beginning today. (5-10 hr shifts)
- DJ Group/Mach 1 Energy looking to purchase EZ Grout building on SR60-held meeting with Matt Hopkins and considering options.
- Bristol Waterline-Project to begin in October.
- Malta 3rd Street-Contract to start in mid-September, tree was trimmed.
- Opera House-advertised project last week and this week. Bid opening set for October 4th at 2pm.
- Dave Douglass said Morgan Meigsville cannot apply for funds for 60N project, but Village of McConnelsville or Malta would be eligible. Need to schedule meeting with the village.
- Business site visits-Finley, DG Welding, McGregor Building, Dean Ponchak, Cas Maxwell.

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***Becky Thompson, Dog Warden***

- Submitted report-filed

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***Jeff Babcock, IT Administrator***

-The IT Director's office worked with CTS Software and TPI to investigate a software issue at Morgan County Public Transit. The issue manifests as an inability for drivers to log into CTS' Parascopy software. The issue appears to be related to Parascopy not being able to download updates; once the tablets were connected to the office's wifi, Parascopy updated (outside the tablet's appstore) and full functionality was restored. Troubleshooting to determine the root cause of the issue is still ongoing.

The IT Director sit in on a conference call with Dell and the Morgan County Board of Elections to review the answers to a recent election information security assessment (EISA). It is expected that, based on the answers to the EISA, Dell will recommend some of its products to bring Morgan County Board of Elections closer to what the State of Ohio recommends for information security.

A notice was received that Avast will be discontinuing its free commercial antivirus product in mid-October. The IT Director will work to get all PCs in the County on to another antivirus product (or combination of products) by that time. After PCs are protected, the IT Director will look for cost-effective options for enterprise-level malware protection.

Working with Equivant, the IT Director's office finally got good backups running on the CourtView 3 SQL servers for Common Pleas and County Courts. This is an important step towards running daily automated backups and weekly or monthly server reboots.

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**TRANSFERS, THEN & NOWS, & SUPPLEMENTAL APPROPRIATIONS**

**18-324-** Motion by Mr. Vanhorn and seconded by Mr. Shriver to request a supplemental appropriation in the amount of \$2000.00 to put into the van maintenance line item. #02800285305.

**Mr. Reed yeas Mr. Shriver yeas Mr. Vanhorn yeas Motion Carried**

**18-325-** Motion by Mr. Shriver and seconded by Mr. Vanhorn to request a supplemental appropriation in the amount of \$13,955.63 from the Morgan County M.V. Account. Fund 016. Please place full amount \$13,955.63 into our Morgan County M.V. Perm. Tax 016-0016-5301.00.

**Mr. Reed yea, Mr. Shriver yea Mr. Vanhorn yea, Motion Carried**

**18-326-** Motion by Mr. Vanhorn and seconded by Mr. Shriver to request the following supplemental appropriations for fund 099 Grant Administration Fund: Supplies 099-0099-5303-00-\$2000.00

**Mr. Reed yea, Mr. Shriver yea Mr. Vanhorn yea, Motion Carried**

**18-327-** Motion by Mr. Shriver and seconded by Mr. Vanhorn to request the following supplemental appropriations for fund 085 revolving loan fund: other expense: 085-0085-5309-00-\$15,000.00

**Mr. Reed yea, Mr. Shriver yea Mr. Vanhorn yea, Motion Carried**

**18-328-** Motion by Mr. Vanhorn and seconded by Mr. Shriver to transfer \$1801.23 from a small equipment account (k4) 004-0004-5304-00 and place into the round about expense account 004-0004-5370.00.

**Mr. Reed yea, Mr. Shriver yea Mr. Vanhorn yea, Motion Carried**

**18-329-** Motion by Mr. Shriver and seconded by Mr. Vanhorn request the following transfer:

- \$1132.00 from workers compensation account number 001-0602-5369.00 to services account number 001-0602-5306.00.

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**18-330-** Motion by Mr. Shriver and seconded by Mr. Vanhorn to approve payment of bills. \*See attached\*

**Mr. Reed yea, Mr. Shriver yea Mr. Vanhorn yea, Motion Carried**

**18-331-** Motion by Mr. Vanhorn and second by Mr. Shriver to adjourn the commissioners meeting at 4:00pm.

**Mr. Reed yea, Mr. Shriver yea Mr. Vanhorn yea, Motion Carried**

**Mike Reed, President**

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**Adam Shriver, Vice-President**

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**Tim Vanhorn , Member**

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**Sheila Welch, Clerk**



