

**MORGAN COUNTY COMMISSIONERS
RIECKER BUILDING**

The Board of Morgan County Commissioners met in their office Monday, December 7, 2020. The meeting was called to order at 8:30am with the pledge of allegiance to the flag.

Adam Shriver, President
Tom Bragg, Vice-President
Mike Reed, Member

*Mr. Richard Welsh sat in on the commissioner meeting from 8:30am until 11:00am.

*Commissioners are in receipt of November expense, revenue and statement of cash report from the Morgan County Auditor.

20-499- Motion by Mr. Reed and seconded by Mr. Bragg to approve the minutes of November 30, 2020.

Mr. Shriver yea Mr. Bragg yea Mr. Reed yea Motion Carried

Elaine Flesher, Health Department

-Ms. Flesher had a conference call with the commissioners and noted that the Health Department's truck came in. The commissioners are now planning to put their previous vehicle on Gov Deals.

Heidi Burns, JFS

- Submitted bills
- Submitted timesheet
- Retirement of two employees in CSEA
- Waiting on any Federal Action for UC extensions past 26 weeks, currently expires 12/26/20.
- Discussed a possible new contract for APA services to Children's Services.
- Really appreciative to Morgan EMA Director for getting PPE for Children Services Department
- Children Services-visitation for current cases is on a case-by-case basis on whether we are doing in person or virtual.

John Wilt, EMA

- Continue working with townships on Public Assistance grants from 2019.
- Continue working with contractor regarding mitigation plan update. Participated in virtual meeting 12/2.
- Ohio Emergency Operations Center coordination calls T-TH at 1300 hours.

- Continue updating County Hazardous Substance Guide (HS Guide) with 2019 Tier II submissions.
- Continue updating Morgan County Resource Guide.
- Continuing retrieval of stock of PPE from MCHD and added to stock at EMA.
- Meeting with MCHD on regular basis.
- Working on repair quote for BluMed for COTS
- Received and set up 10 sections of shelving for PPE.
- Received notification of HMEP (Hazardous Materials Emergency Planning) grant award of \$15,000 requiring \$3,800 match.

Traci Baker, Development Office

-Bid Opening-Opened bids for the McConnelsville CSO project.

Shelly and Sands-\$1,448,046.40

MJ Excavating-\$1,401,867.90

Eclipse Co-\$1,649,168.25

20-484-Motion by Mr. Bragg and seconded by Mr. Reed to table all bids.

Mr. Shriver yea Mr. Bragg yea Mr. Reed yea Motion Carried

Becky Thompson, Dog Warden

-Dog Report-filed

*Kelly Caldwell phoned the commissioners and noted she appreciated them backing Mrs. Thompson with the spay-neuter policy.

Shannon Wells, Development Office

- Transit – Estimate on mini van from Elliott incident will cost \$3,978. Employee Covid update. Had a conf call about facility use with ODOT.
- CDBG Cares grant – HVAC senior center needs, nursing home needs, health dept, other.
- SR266/377 – Worked on application for the Residential Public Infrastructure Grant in Ocean software through Ohio Development Services Agency.

Clayton McCoy, Engineer's Office

20-485-Motion by Mr. Reed and seconded by Mr. Bragg to award County Road 18 slip repair (Dale Rd.) to Ohio WV Excavating in the amount of \$183,423.00.

20-486- Motion by Mr. Bragg and seconded by Mr. Reed to table all fuel bids.

See Attachment A

Mr. Shriver yea Mr. Bragg yea Mr. Reed yea Motion Carried

20-487- Motion by Mr. Reed and seconded by Mr. Bragg to table tire bids.

See Attachment B

Mr. Shriver yea Mr. Bragg yea Mr. Reed yea Motion Carried

20-488- Motion by Mr. Bragg and seconded by Mr. Reed to table aggregate bids.

See Attachment C

Mr. Shriver yea Mr. Bragg yea Mr. Reed yea Motion Carried

Amy Kissinger, MCCD

-Wanted to let the commissioners know she is putting together a town hall meeting and would like the commissioners to sponsor it.

*There will be a public meeting January 4th 2021 at 3:00pm in the Morgan County Commissioners Office located at 155 E Main Street, Room 216 in the Riecker Building. The purpose of the meeting is for Ohio Public Works Sub County scoring of Issue 1 projects to be prioritized for Round 35.

Jeff Babcock, It Administrator

Several vendors from various IT fields have called to ask if Morgan County would like to use our CARES funds to purchase their products. Some have even offered to help us fill out the paper for the funding to purchase their services. Fortunately, we already have a plan for the State's CARES funds.

Spectrum called to conduct an account review. They went over our various Internet, voice, and cable television accounts to see if they were still active and to see if there was any discounts. Several of our accounts have some discounts applied to them that will disappear if we make any changes to the account or add/remove services. Spectrum did say that they would be able to provide a quote for PRI lines to replace the CenturyLink T1 lines.

With regard to the poor Internet download speed at the Riecker Building, our Spectrum account representative suggested that we request a new modem from Spectrum to see if that fixes the circuit provisioning issue that is preventing us from getting 200 Mbps download speeds.

A couple of offices have expressed an interest in purchasing their own endpoint security suites since there are no longer any reliable free-for-commercial-use options available to the County. BitDefender Gravity Zone appears to be the best option for those offices.

Work continues with Citizen's National Bank on a secure, encrypted option to transfer financial information from the Treasurer's office. Several encrypted e-mail options were tested, but none of them worked with the bank's e-mail system.

Transfers, Then & Nows, Supplemental Appropriations & Utility Applications

20-489- Motion by Mr. Reed and seconded by Mr. Bragg to transfer the following:

Transfer \$5,000.00 from laborers payroll account (k11a) 004-0004-5102.01 and place into other expense account (k37) 004-0004-5309.02.

Transfer \$400.00 from PERS account 004-0004-5367.01 and place into PERS county portion 004-0004-5367.00.

Transfer \$30,000.00 from office salary (k2) 004-0004-5102.00 and place into materials account (k12) 004-0004-5330.00.

Mr. Shriver yea Mr. Bragg yea, Mr. Reed yea Motion Carried

20-490-- Motion by Mr. Bragg and seconded by Mr. Reed to approve the following transfers:

Transfer \$20,000.00 from laborers payroll account (k11a) 004-0004-5102.01 and place into contracts account (k16) 004-0004-5316.00

Transfer \$15,000.00 from repairs account (k12B) 004-0004-5330.02 and place into contracts account (k16) 004-0004-5316.00

Mr. Shriver yea Mr. Bragg yea, Mr. Reed yea Motion Carried

20-491- Motion by Mr. Reed and seconded by Mr. Bragg to transfer the following:

\$1,897.70 from employee salaries line item 001-0301-5102

\$2,596.92 from supplies line item 001-0301-5303

\$0.30 from equipment line item 001-0301-5304

\$50.00 from repairs line item 001-0301-5305

\$368.62 from other expenses line item 001-0301-5309

For a total-\$4,913.54 to be transferred to contracts services line item 001-0301-5306

Mr. Shriver yea Mr. Bragg yea, Mr. Reed yea Motion Carried

20-492- Motion by Mr. Bragg and seconded by Mr. Reed to request a supplemental appropriation for the following:

Salary #028-0028-5102 in the amount of \$2947.54

Other #028-0028-5312 in the amount of \$6022.91

Supplies #028-0028-5303 in the amount of \$1022.50

Total of \$10,432.95

Mr. Shriver yea Mr. Bragg yea, Mr. Reed yea Motion Carried

20-493- Motion by Mr. Reed and seconded by Mr. Bragg to transfer 079 fund. Please transfer from other expenses 079-0079-5309-.00 \$11,545.00 to 079-0079-5102.00 salaries \$10,000.00 PERS 079-0079-5367.00 \$1400.00 AND TO Medicare 079-0079-5368.00 \$145.00.

Mr. Shriver yea Mr. Bragg yea, Mr. Reed yea Motion Carried

20-494- Motion by Mr. Bragg and seconded by Mr. Reed to transfer \$345.06 from 001-1501-5328.00 county general to 001-0201-5309.00 court of appeals.

Mr. Shriver yea Mr. Bragg yea, Mr. Reed yea Motion Carried

20-495- Motion by Mr. Reed and seconded by Mr. Bragg to transfer \$5,000.00 from 001-1501-5310-00 (joint jail) to 001-1501-5309-00 (miscellaneous)

20-496-Motion by Mr. Bragg and seconded by Mr. Reed to approve payment of bills. *See attached*

20-497- Motion by Mr. Bragg and seconded by Mr. Reed to adopt the following resolution presented by Buckeye Hills Regional Council:

**Resolution of Support for the Ohio Development Services Agency
(ODSA) Appalachia Assistance Line Item**

WHEREAS, Morgan County is served by Buckeye Hills Regional Council (BHRC) (including the counties of Athens, Hocking, Meigs, Monroe, Morgan, Noble, Perry & Washington and the cities of Athens, Belpre, Marietta, and Logan) as its Local Development District (LDD) for the Appalachian Regional Commission (ARC);

WHEREAS, the ARC is a model for federal economic and community development programs and has assisted the Buckeye Hills region to improve the social and economic climate and improve critical infrastructure;

WHEREAS, the Ohio Development Services Agency (ODSA) Appalachia Assistance funding provides much needed economic development project funding in the region, improves the social and economic climate of local communities, and improves critical infrastructure;

WHEREAS, the ARC and ODSA Appalachia Assistance funding provide resources for business development, education and job training, telecommunications, infrastructure, community development, housing, and transportation projects creating new jobs; improvements to local water and sewer systems; increasing workforce readiness; expanding access to health care; assisting local communities with strategic planning; and providing technical and managerial assistance to emerging businesses;

WHEREAS, in 2019, Ohio's LDDs administered 67 ARC and ODSA Appalachia Assistance funded projects totaling over \$49.2 million in total project costs and resulting in 493 new jobs and another 2,387 jobs retained in the region with funding provided by the ODSA Appalachia Assistance funding and the federal ARC;

WHEREAS, governance of the Governor's Office of Appalachia is addressed in Ohio Revised Code Section 107.21;

WHEREAS, the LDDs have developed a comprehensive and competitive process for the selection and recommendation for projects to receive funding through ODSA and ARC and that this locally initiated process should continue;

WHEREAS, the COVID-19 pandemic has cast the disparities faced by Appalachian Ohio—including its digital divide—in stark relief;

WHEREAS, the Appalachian LDDs are active, trusted partners with the requisite ability and expertise to advance broadband access in Appalachian Ohio; the LDDs already have solid working relationships with Broadband Ohio, the Ohio Development Services Agency (DSA) and the Governor's Office of Appalachia (GOA); it therefore makes good sense for Ohio to partner with the LDDs to take Appalachian Ohio into the connected, 21st century economy;

WHEREAS, the addition of the new asset of the Buckeye Hills Foundation—a 501c3 nonprofit whose mission is to enhance and support community and economic development in rural Appalachian Ohio—provides a vehicle to connect the public program and policy work accomplished by the LDD partners with new relationships in the non-profit, philanthropic and private business world.

NOW THEREFORE BE IT RESOLVED: that the **Board of Morgan County Commissioners** supports continued funding of the ODSA Appalachia Assistance line item with the following statement explicitly included:

Funding allocated to Buckeye Hills Regional Council, Ohio Mid-Eastern Governments Association, and Ohio Valley Regional Development Commission, and Eastgate Regional Council of Governments be no less than \$390,000, funding allocated to the Buckeye Hills Foundation be no less than \$250,000, and funding for the Governors Office of Appalachia operations and projects be no less than \$7,562,018.

Mr. Shriver yea Mr. Bragg yea, Mr. Reed yea Motion Carried

20-498- Motion by Mr. Reed and seconded by Mr. Bragg to adjourn the commissioners meeting at 4:00pm.

Mr. Shriver yea Mr. Bragg yea, Reed yea, Motion Carried

Adam Shriver, President

Tom Bragg, Vice-President

Mike Reed, Member

Sheila Welch, Clerk

Attachment A:

**GREUEY'S FUEL AND FARM SUPPLY LLC
1250 FRONT STREET
MALTA, OHIO 43758
740-962-3725**

Chad Greuey, Owner
Fed ID# 37-1593836
Reg. Ultimate Vendor of Diesel Fuel = UV-31-98-00019

**MORGAN COUNTY HIGHWAY DEPT.
"FUEL BID 2021"**

	OPIS RACK AVG	MARKUP	STATE TAX	TOTAL PER GALLON
As of 11/23/20				
10% ETHANOL REG GAS	\$1.2369	.071	.385	\$1.6926
ULTRA LOW SULFUR	\$1.3923	.104	.47	\$1.9663
ULTRA LOW SULFUR DYED	\$1.3961	.121		\$1.5171

**BRISTOL – DEERFIELD – MALTA – MANCHESTER – MARION –
MORGAN – WINDSOR (TWPS)**

ANY DELIVERY UNDER 1000 GALLONS – PICKED UP				
	OPIS RACK AVG	MARKUP	STATE TAX	TOTAL PER GALLON
As of 11/23/20				
10% ETHANOL REG GAS	\$1.2369	.125	.385	\$1.7469
ULTRA LOW SULFUR	\$1.3923	.212	.47	\$2.0743
ULTRA LOW SULFUR DYED	\$1.3961	.221		\$1.6171

MARKUP INCLUDES PAT TAX

OPIS Wholesale Racks with OPIS Spot Mean

opisadmin@opisnet.com <opisadmin@opisnet.com>

Mon 11/23/2020 9:03 AM

To: greueyllc@hotmail.com <greueyllc@hotmail.com>

Account #146086

To align the following data, change the font size to 9 in Courier New.

MARIETTA, OH 2020-11-23 09:00:44 EST
9.0 RVP

OPIS GROSS CLEAR PRICES

	Terms	Unl	Move	Mid	Move	Pre	Move	Date	Time
Marathon	b 1-10	-- --	-- --	-- --	-- --	173.94	- .35	11/20	18:00
Marathon	u N-10	-- --	-- --	-- --	-- --	171.20	- .35	11/20	18:00
LOW RACK						171.20			
HIGH RACK						173.94			
RACK AVG						172.57			
OPIS BUCKEYE COMPLEX DELIVERED SPOT (SRI)									
FOB MARIETTA						135.05			
BRD LOW RACK						173.94			
BRD HIGH RACK						173.94			
BRD RACK AVG						173.94			
UBD LOW RACK						171.20			
UBD HIGH RACK						171.20			
UBD RACK AVG						171.20			
CONT AVG-11/21						172.57			
CONT LOW-11/21						171.20			
CONT HIGH-11/21						173.94			

MARIETTA, OH 2020-11-23 09:00:44 EST
9.0 RVP

OPIS GROSS CBOB ETHANOL(10%) PRICES

	Terms	Unl	Move	Mid	Move	Pre	Move	Date	Time
Marathon	u N-10	117.35	- .35	135.68	- .35	172.35	- .35	11/20	18:00
Marathon	b 1-10	122.53	- .35	139.36	- .36	173.03	- .35	11/20	18:00
XOM	b 125-3	125.16	- .13	151.49	- .13	177.82	- .12	11/20	19:00
BP	b 125-3	126.06	+ .44	145.26	+ .44	177.96	+ .44	11/20	18:00
Shell	b 125-3	127.33	+ 1.30	150.52	+ 1.30	183.30	+ 1.31	11/20	18:00
LOW RACK		117.35		135.68		172.35			
HIGH RACK		127.33		151.49		183.30			
RACK AVG		123.69		144.46		176.89			
OPIS BUCKEYE COMPLEX DELIVERED SPOT (SRI)									
FOB MARIETTA		118.88		-- --		-- --			
BRD LOW RACK		122.53		139.36		173.03			
BRD HIGH RACK		127.33		151.49		183.30			
BRD RACK AVG		125.27		146.66		178.03			
UBD LOW RACK		117.35		135.68		172.35			
UBD HIGH RACK		117.35		135.68		172.35			
UBD RACK AVG		117.35		135.68		172.35			
CONT AVG-11/21		123.69		144.46		176.89			
CONT LOW-11/21		117.35		135.68		172.35			
CONT HIGH-11/21		127.33		151.49		183.30			

MARIETTA, OH 2020-11-23 09:00:44 EST

OPIS GROSS ULTRA LOW SULFUR DISTILLATE PRICES

	Terms	No.2	Move	No.1	Move	Pre	Move	Date	Time
Marathon	u N-10	136.50	- 1.00	221.75	+ .05	-- --	-- --	11/20	18:00
Marathon	b 1-10	138.89	- 1.01	224.49	+ .05	-- --	-- --	11/20	18:00
XOM	b 125-3	140.59	+ .91	-- --	-- --	-- --	-- --	11/20	19:00
BP	b 125-3	140.94	+ 1.07	-- --	-- --	-- --	-- --	11/20	18:00
LOW RACK		136.50		221.75		-- --	-- --		
HIGH RACK		140.94		224.49		-- --	-- --		
RACK AVG		139.23		223.12		-- --	-- --		

2021
QUOTE PROPOSALS FOR REGULAR NO-LEAD GASOLINE &
PREMIUM DIESEL DELIVERED

The Morgan County Commissioners will be receiving quote proposals for unleaded gasoline and ultra low sulphur diesel for the Morgan County Highway Department, and including the Following Townships – Bristol - Deerfield – Homer - Malta – Manchester – Marion - Morgan - Windsor –until 10:45 am on Monday December 7, 2020.

<u>FUEL</u>	<u>GALLONS</u>	<u>DELIVERED</u>	<u>PRICE PER GALLON</u>	<u>TOTAL PRICE</u>
REGULAR NO LEAD GASOLINE	80,000	x	<u>1.6929</u>	= <u>\$135,432.00</u>
ULTRA LOW SULPHUR DIESEL	60,000	x	<u>1.9663</u>	= <u>\$117,978.00</u>

The above quantities include estimates for other county entities.

Diesel Fuel shall be a premium blend with injector cleaner additive and shall be available in a winter blend.

Vendor shall bid on ultra low sulfur on-road fuel. Bids submitted shall be based upon the “Average Rack” price in the latest publication of the AOil Price Information Service@ (OPIS) for the date of delivery to the Marietta Ohio area, plus markup. Bidders shall submit a copy of the latest publication with their proposal. Invoices for billing shall include the latest OPIS publication along with all invoices for verification of markup. All billing shall exclude federal taxes.

The bidder shall provide diesel fuel to the fuel tanks located at the Morgan County Highway Department Garage, and to the designated locations for the following Townships: –Bristol - Deerfield –Homer - Malta –Manchester - Marion –Morgan-Windsor

With respect to the aforesaid estimated quantities, bidder shall understand that no guarantee is given as to the actual quantities of fuel which will be furnished, but the successful bidder shall be required to furnish all of the Morgan County and Townships actual requirements as ordered during the bid period.

Opening of the proposals will take place in the Morgan County Commissioners office on December 7, 2020 @ 11:00 am You may contact the County Engineers office if you have any questions.

Name of Company

~~BREUEY'S FUEL AND FARM SUPPLY LLC~~

Address

1250 FRONT STREET
MALTA, OHIO 43758

Phone 740-962-3725 Fax 740-962-3725

By: Chad Greuey

Title Owner

Date: 11/25/20

Townships reserve the right to waive any formalities and to reject any and all proposals.

The County of Morgan reserves the right to waive any formalities and to reject any and all proposals.

Attachment B:

2021 Tire Quote Proposals

Morgan County Highway & the Following Townships: -Bristol - Deerfield -Homer - Malta - Manchester - Marion - Morgan- Windsor

NAME CENTRAL Ohio Tires LLC
 ADDRESS 1140 NEWMAN Rd. ZANESVILLE
 PHONE 740 455-9855
 FAX 740 454 3801
 DONE BY WAYNE ANDERSON
 TITLE OWNER
 DATE 12-3-20

DUMP TRUCK TIRES	NEW	ED663 TRACTION	F5-820 REGULAR	TUBES
11 X 22.5 RADIAL	14 ply	327.31	323.13	
10.00 X 20 RADIAL	14 ply			
11.00 X 20	16 ply			
315 X 22.5 RADIAL STEER ONLY		F5-820	433.57	

PICK UP TRUCK TIRES			
LT 225X70 R19.5	10 PLY	168.00	159.40
LT 265X70 R18	10 PLY	167.20	
LT235 X 75X R15	6 ply	119.30	
LT235X 85 R16 RADIAL	10 ply	139.60	
LT225X75 R16	10 ply	98.80	
LT245 X 75 R16	10 ply	108.30	
LT235X80 R17	10 ply	153.70	
LT 265 X 75 X R16	10 ply	150.10	
LT 225 X 75 R 19.5	STEER AND DRIVE		
LT 215X85 R 16	10 PLY	134.70	

GRADER TIRES		
14.00 X 24 Firestone only	12 ply	523.25
1400R24 RADIAL		610.50
15-19.5 NHS NYLONG	8 ply load range	

CHIP SPREADER		
385/65R 22.5	18 ply	Banding 249.00

Chevy Impala		
P 225/60 R 16		69.00

LOW BOY		
255/70 R22.50	16ply	209.00

ATHEY LOADER		
14.9 X 24 DRIVE		301.80
9.00 X 20 STEER		

FARM TRACTORS	NEW	TRACTION	REGULAR	TUBES
18.4 X 30	10ply	GALAXY	499.80	
18.4 X 34	10ply	GALAXY	525.10	
10.0 X 16 4-RIB	10ply	FIRSTSTONE	150.92	
460/85R x 38		GALAXY	694.90	
380/85 R x 24 tubeless		GALAXY	418.80	
13.6 X 28	10 PLY	GALAXY	309.30	

BACKHOE TIRES				
12 X 16.5	10ply	GALAXY	145.10	
19.5 X 24	12ply IND.	GALAXY	350.10	
11L X 16	8ply FARM	GALAXY	157.20	

TRAILER TIRES				
225X75 R15	10 ply	TOWMAX	85.00	
8 X 14.5	14ply	GALAXY	125.00	
215/75R - 17.5	14ply	ARISUN	158.30	

LOADER TIRES				
20.5 X 25	16ply	GALAXY L-2	726.30	

BROOM		REGULAR		
225X75 - R16	10ply	ARISUN	98.90	
4.8X8	6ply	CALISIG	31.20	

MOUNTING CHARGES IN ANY:

DUMP TRUCK TIRES N/C AT OUR SHOP
 PICKUP TRUCK TIRES N/C AT OUR SHOP
 MOWING TRACTORS 62.00 Per Hour
 GRADER-BACKHOE-LOADER TIRES 62.00 Per Hour

BALANCE PASS 7.00 Lt 10.00 Truck 20.00

Scrap Tires Disposal

PASS-LT 5.00

BOBCAT Truck 8.00

FARM TRACTOR GRADER LOADER 35.00

ACCEPTED BY THE MORGAN COUNTY COMMISSIONERS

DATE: _____

*THE TOWNSHIPS AND COUNTY OF MORGAN HAVE THE RIGHT TO WAIVE ANY FORMALITIES AND TO REJECT ANY AND ALL PROPOSALS.

Notice

The Morgan County Commissioners will accept quote proposals for Tires for use by the **Morgan County Highway –Following Townships – Bristol - Deerfield – Homer - Malta – Manchester – Marion –Morgan- Windsor** for the year of 2021 until **11:00 a.m** on Monday, December 7th at their office in the Riecker Building. The quote proposals will be opened at **11:15 a.m.** the same day.

Quote proposals shall be submitted in a sealed envelope marked **TIRE PROPOSALS**

Specifications and proposals documents for the Tire quote proposals may be obtained from the Office of the Morgan County Engineer, 155 East Main Street, Room 208, McConnellsville.

The County of Morgan reserves the right to waive any formalities and to reject any and all proposals.

The Townships reserve the right to waive any formalities and to reject any and all proposals.

By the Board of the Morgan County Commissioners.

Please advertise: November 10 and November 18

Attachment C:

QUOTE PROPOSALS FOR MORGAN COUNTY HIGHWAY – The Following Townships: Bristol - Deerfield -Homer - Malta – Manchester – Marion – Morgan - Union - Windsor 2021

<u>AGGREGATE SIZE</u>	<u>PRICE PER TON LOADED AT PLANT</u>
67	-N/A-
57	\$ 16.00
8	\$ 17.85
4	\$ 16.00
304	\$ 14.00
#10 GRIT	\$ 5.00
BERM	\$ 14.00
DUMP ROCK	\$ 21.50
CONCRETE SAND	\$ 10.50
BANK RUN GRAVEL	-N/A-
GRAVEL #57	\$ 21.00
GRAVEL #8	\$ 21.00
GRAVEL #67	-N/A-

VENDOR NAME Shelly Materials

ADDRESS 6305 South Hills Rd, East Fulkham, Oh

PHONE 740 849 2338 FAX 740 849 2599

FEDERAL TAX ID # 31-1574851

DATE SIGNED 12/4/20 SIGNED BY Fred Adhauer

ACCEPTED BY THE BOARD OF MORGAN COUNTY COMMISSIONERS:
Date _____

THE TOWNSHIPS AND THE COUNTY OF MORGAN RESERVES THE RIGHT TO WAIVE ANY FORMALTY AND TO REJECT ANY AND ALL PROPOSALS.

Todd Achauer
 6305 Saltillo Road East Fultonham, OH 43735
 Phone: (740)-297-9467
 Fax: (740)-849-2599
 Todd.Achauer@shellyco.com

QUOTE # Q654955-2
Quote Date: 12/4/2020
Expiration Date: 1/31/2022

Customer Information:

13185 **Morgan Co Highway**
155 East Main Street
Room 208
Mcconnelsville, OH 43756

Contact: Dean Cain
Phone: (740)-517-0217
Fax:
Email:

Job Quote Information:

Job Name: 2021 East Fultonham/Maysville Aggregates
Job Description: 155 East Main St McConnelsville, OH

Location	Product	Quantity	UOM	Material Rate	Freight Rate	Total Price
00340 East Fultonham Stone	108.31 8 Gravel-St Louisville	0	TON	\$21.00		
00340 East Fultonham Stone	115.31 57 Gravel-St Louisville	0	TON	\$21.00		
00340 East Fultonham Stone	171.30 Concrete Sand-Coshocto	0	TON	\$10.50		
00340 East Fultonham Stone	204.34 4 L/S-East Fultonham	0	TON	\$16.00		
00340 East Fultonham Stone	208.34 8 L/S-East Fultonham	0	TON	\$17.85		
00340 East Fultonham Stone	210.34 10 L/S Screenings-East F	0	TON	\$5.00		
00340 East Fultonham Stone	215.34 57 L/S-East Fultonham	0	TON	\$16.00		
00340 East Fultonham Stone	220.34 304 L/S-East Fultonham	0	TON	\$14.00		
00340 East Fultonham Stone	223.34 411 L/S-East Fultonham	0	TON	\$14.00		
00340 East Fultonham Stone	225.34 617 L/S-East Fultonham	0	TON	\$14.00		
00340 East Fultonham Stone	243.34 Manufactured L/S Sand-E Fultonham	0	TON	\$11.70		
00340 East Fultonham Stone	260.34 Rip Rap "D" (3-12 inches) Fultonham	0	TON	\$19.95		
00340 East Fultonham Stone	261.34 Rip Rap "C" (6-18 inches) Fultonham	0	TON	\$21.50		
00340 East Fultonham Stone	262.34 Rip Rap "B" (12-24 inches) Fultonham	0	TON	\$21.50		
00340 East Fultonham Stone	263.34 Rip Rap "A" (18-30 inches) Fultonham	0	TON	\$21.50		
00424 Maysville Stone Yard	204.42 4 L/S-Maysville-ODOT	0	TON	\$16.00		
00424 Maysville Stone Yard	208.42 8 L/S-Maysville	0	TON	\$17.85		

Please send all related documents including the signed quote / purchase order, notice of commencement, and exemption certificates to: **Todd.Achauer@shellyco.com** or Fax **(740)-849-2599**.


 Representative Signature

Customer Acceptance Signature

Todd Achauer
 6305 Saltillo Road East Fultonham, OH 43735
 Phone: (740)-297-9467
 Fax: (740)-849-2599
 Todd.Achauer@shellyco.com

QUOTE # Q654955-2
Quote Date: 12/4/2020
Expiration Date: 1/31/2022

Customer Information:

13185 **Morgan Co Highway**
155 East Main Street
Room 208
Mcconnelsville, OH 43756

Contact: Dean Cain
Phone: (740)-517-0217
Fax:
Email:

Job Quote Information:

Job Name: 2021 East Fultonham/Maysville Aggregates
Job Description: 155 East Main St McConnelsville, OH

00424 Maysville Stone Yard	210.42	10 L/S Screenings-Maysv	0	TON	\$5.00
00424 Maysville Stone Yard	215.42	57 L/S-Maysville-ODOT	0	TON	\$16.00
00424 Maysville Stone Yard	220.42	304 L/S-Maysville-ODOT	0	TON	\$14.00
00424 Maysville Stone Yard	225.42	617 L/S-Maysville	0	TON	\$14.00
00424 Maysville Stone Yard	260.42	Rip Rap "D" (3-12 inches) ODOT	0	TON	\$19.95
00424 Maysville Stone Yard	261.42	Rip Rap "C" (6-18 inches) ODOT	0	TON	\$21.50
00424 Maysville Stone Yard	262.42	Rip Rap "B" (12-24 inches) Maysville-ODOT	0	TON	\$21.50
00424 Maysville Stone Yard	263.42	Rip Rap "A" (18-30 inches) Maysville-ODOT	0	TON	\$21.50

Attached Standard Terms and Conditions Apply

- All purchase orders, tax exemption certificates, and payments must be made out to: **Shelly Materials, Inc.**
- It is the responsibility of each customer and each driver hauling product from our facilities to comply with highway load limit laws.
- All pricing becomes effective only after our Sales Department receives your signed acknowledgment.
- Acknowledgment must be received within 90 days of the date of this quote or Shelly Materials, Inc. reserves the right to revise all pricing and conditions.
- Account must be in good credit standing in order to receive quoted prices.
- Prices and terms not applicable if account is on credit hold at time of sale.
- Prices shown above do not include any taxes.
- Any applicable taxes will be included at the time of sale unless a valid tax exemption certificate is on file in our office.**
- Shelly Materials, Inc. cannot guarantee quantities per day for independent brokers.
- Fuel surcharges may apply.
- All haul rates are based on a 18-ton minimum and the rate may be adjusted for loads under 18 tons.
- Barges will not be loaded at less than capacity, minimums do not apply


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 Representative Signature

 Customer Acceptance Signature

STANDARD TERMS AND CONDITIONS – MATERIAL SALES

1. **Applicability.** The accompanying quotation/confirmation of sale/invoice and these terms (collectively, the “Order”) comprise the entire agreement between the parties, and supersedes all prior or contemporaneous communications, understandings, agreements, negotiations, representations and warranties. These terms prevail over any of Buyer’s general terms and conditions of purchase regardless whether or when Buyer has submitted its purchase order or such terms.
2. **Payment.** Payment terms are net 30 days from date of purchase or sooner as may be required by applicable law. Late payments shall accrue a finance charge of one and one-half percent (1½%) per month or the highest rate allowable by law, whichever is less. Seller shall be entitled to recover all costs and expenses, including reasonable attorneys’ fees, arising out of Buyer’s failure to make all payments due under this Order in a timely manner.
3. **Taxes.** Buyer is responsible for payment of all taxes and duties of any nature whatsoever, including any local, state and federal taxes. Buyer agrees to indemnify and hold Seller harmless from any and all costs and expenses associated with any levy or attempted levy of any such taxes on Seller.
4. **Suspension; Termination.** In addition to any other remedies available to Seller, Seller may suspend or terminate this Order with immediate effect upon written notice to Buyer, if Buyer: (i) fails to pay any amount when due under this Order (or any other agreement Buyer has with Seller); (ii) has not otherwise performed or complied with any of these terms (or complied with the terms of any other agreement Buyer has with Seller); (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors; or (iv) exhibits other adverse credit conditions that are unsatisfactory to Seller, as determined by Seller in its sole discretion.
5. **Shipment; Delivery Conditions.** Unless otherwise agreed in writing, all materials purchased by Buyer shall be FOB Seller’s plant sourcing the Order. If FOB Destination, the Buyer agrees to provide suitable roadways or approaches to points of delivery. Seller reserves the right to cease deliveries if Seller concludes, in its sole opinion, that the roadways or approaches are unsatisfactory. In the event Buyer orders delivery beyond curb line, Buyer assumes liability for damages to sidewalks, driveways or other property, loss and expense incurred as a result of such deliveries to the maximum extent allowed by law. Prices quoted herein are based on prompt unloading of trucks, and in case repeated delays in unloading, deliveries may be discontinued until conditions are corrected. Delays of more than 20 minutes are subject to an additional charge.
6. **Title and Risk of Loss.** Title and risk of loss passes to Buyer at the time the materials are loaded into Buyer’s, or Buyer’s agents’, vehicles, barges or other modes of transport, in the case of FOB Plant sales, or in the case of Seller’s delivery, upon delivery of the Materials at Buyer’s location.
7. **Warranty.** Seller warrants that the goods herein will conform to the specifications provided to Seller prior to manufacture or shipment of the materials. Seller’s obligation to meet the applicable specifications supersedes any and all other warranties. SELLER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THOSE OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSES. Buyer shall verify that Seller’s materials comply with the plans and specifications prior to installation. Changes to the plans and specifications shall be made by written change order and Seller shall be entitled to an equitable price adjustment for such changes. The express limited warranty set forth herein shall be void if Buyer fails to pay Seller in full for the materials provided by Seller pursuant to this Order.
8. **Time.** If Seller agrees to deliver the goods, Seller shall make reasonable efforts to deliver the goods by the specified delivery date and shall provide notice to Buyer of any expected delays in delivery. Seller is not responsible for failure to supply materials due to labor disputes, repairs to machinery, fire, flood, adverse weather conditions, inability to obtain transportation, fuel, electric power, or operating materials or machinery at reasonable cost; or by reason of any other cause beyond its control, including the inability to produce materials meeting any applicable specification or requirement. In the event any such contingency should occur, Seller reserves the right to determine the order of priority of delivering to its purchasers.
9. **Modification.** No amendment or modification of this Order shall be valid or enforceable unless in writing and signed by the party sought to be charged, and no prior or current course of dealing between the parties, or any usage of trade or custom of the industry shall modify or supplement the terms and conditions of this Order.
10. **No Waiver.** The failure of Seller to exercise any right granted hereunder shall not impair or waive Seller’s privilege of exercising such right to any subsequent time or times.
11. **Damages.** Seller’s liability for any and all damages related to this Order shall be limited to replacement of materials sold hereunder. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WITH REGARD TO ANY CLAIM ARISING OUT OF OR RELATING TO THIS ORDER.
12. **Indemnity.** To the maximum extent permitted by applicable law, Buyer shall defend, indemnify and hold Seller, its officers, employees, agents, insurers, sureties, and affiliates, harmless from any and all losses, damages, expenses (including attorneys’ fees), claims, suits, liabilities, fines and remedial or clean-up costs arising out of or in any way related to: (i) Buyer’s breach of this Agreement; (ii) any act or omission by or on behalf of Buyer, its employees, and agents; or (iii) the negligent or alleged wrongful installation of Seller’s materials.
13. **Applicable Law.** This Order, and the rights, duties, obligations and remedies of the parties shall be governed by or construed in accordance with the laws of the state of Seller’s plant sourcing the Order.
14. **Miscellaneous.** (A) Buyer shall be responsible for testing the materials and confirming that the materials comply with Buyer’s specifications at Seller’s facility prior to directing shipment. (B) Unless otherwise stated in this Agreement or the quote provided herewith, prices quoted shall be good for a period of thirty days. (C) Prices are based upon estimated quantities. If quantities vary more than ten percent (10%) from estimated quantities, prices are subject to adjustment corresponding with any resulting increase in Seller’s costs. (D) All funds paid to Buyer from a third party, for the materials or any portion of the materials sold to Buyer hereunder shall be deemed in trust for the payment of all materials, and such funds shall not become the property of Buyer nor many any portion of such funds be used by Buyer for any purpose, until full payment is made for all materials sold by Seller to Buyer hereunder. (E) For a copy of Safety Data Sheets or product label information, please contact Seller at the phone number or address set forth on the attached page for alternate delivery method or visit Seller’s website. Buyer agrees to draw to the attention of any persons handling or using the materials or having access to the materials while in Buyer’s possession or to whom Buyer sells the materials or any part thereof any warning, information of suggestions which are contained or referred to in the Safety Data sheets or label information, or any other literature or packaging relating to the materials.
15. **MANDATORY BINDING ARBITRATION:** ALL CLAIMS OR CONTROVERSIES ARISING OUT OF OR RELATED TO THIS ORDER, SHALL BE SUBMITTED TO AND RESOLVED BY BINDING ARBITRATION BY A SINGLE ARBITRATOR IN THE COUNTY AND STATE OF SELLER’S SOURCE PLANT FOR THE ORDER. THE AMERICAN ARBITRATION ASSOCIATION (“AAA”) SHALL CONDUCT THE ARBITRATION AND THE COSTS OF THE ARBITRATION SHALL BE BORNE EQUALLY BY THE PARTIES. NOTWITHSTANDING ANY LANGUAGE TO THE CONTRARY IN THIS ORDER, THE PARTIES AGREE: THAT THE UNDERLYING AWARD MAY BE APPEALED PURSUANT TO THE AAA’S OPTIONAL APPELLATE ARBITRATION RULES (“APPELLATE RULES”); THAT THE UNDERLYING AWARD RENDERED BY THE ARBITRATOR SHALL, AT A MINIMUM, BE A REASONED AWARD; AND THAT THE UNDERLYING AWARD SHALL NOT BE CONSIDERED FINAL UNTIL AFTER THE TIME FOR FILING THE NOTICE OF APPEAL PURSUANT TO THE APPELLATE RULES HAS EXPIRED.


Representative Signature

Customer Acceptance Signature

QUOTE PROPOSALS FOR MORGAN COUNTY HIGHWAY – The Following Townships: Bristol - Deerfield –Homer - Malta – Manchester – Marion – Morgan - Union - Windsor
2021

<u>AGGREGATE SIZE</u>	<u>PRICE PER TON LOADED AT PLANT</u>
67	\$ _____
57	\$ _____
8	\$ _____
4	\$ _____
304	\$ _____
#10 GRIT	\$ <u>7.50</u>
BERM	\$ _____
DUMP ROCK	\$ _____
CONCRETE SAND	\$ <u>7.25</u>
BANK RUN GRAVEL	\$ <u>11.00</u>
GRAVEL #57	\$ <u>16.50</u>
GRAVEL #8	\$ <u>16.50</u>
GRAVEL #67	\$ _____

VENDOR NAME S & S AGGREGATE

ADDRESS P.O. BOX 1585 ZANESVILLE, OHIO 43702

PHONE 740-453-0721 FAX 740-453-2970

FEDERAL TAX ID # 31-4261270

DATE SIGNED 12/2/20 SIGNED BY 

ACCEPTED BY THE BOARD OF MORGAN COUNTY COMMISSIONERS:
 Date _____

THE TOWNSHIPS AND THE COUNTY OF MORGAN RESERVES THE RIGHT TO WAIVE ANY FORMALTY AND TO REJECT ANY AND ALL PROPOSALS.

QUOTE PROPOSALS FOR MORGAN COUNTY HIGHWAY – The Following Townships: Bristol - Deerfield -Homer - Malta – Manchester – Marion – Morgan - Union - Windsor

2021

AGGREGATE SIZE

PRICE PER TON
LOADED AT PLANT

67	\$ <u>14.25</u>
57	\$ <u>16.25</u>
8	\$ <u>16.50</u>
4	\$ <u>15.20</u>
304	\$ <u>14.20</u>
#10 GRIT	\$ <u>9.00</u>
BERM	\$ <u>14.20</u>
DUMP ROCK <u>TYPE A, B, C, D</u>	\$ <u>20.00</u>
CONCRETE SAND	\$ <u>—</u>
BANK RUN GRAVEL	\$ <u>—</u>
GRAVEL #57	\$ <u>—</u>
GRAVEL #8	\$ <u>—</u>
GRAVEL #67	\$ <u>—</u>

VENDOR NAME SERGEANT STONE

ADDRESS 1429 SR 555 NE CORNING, OHIO 45730

PHONE 740-343-0157 FAX RZIEMER@CCU COAL.COM

FEDERAL TAX ID # 03-2954710

DATE SIGNED 12/2 SIGNED BY RANDY A. ZIEMER *Randy A. Ziemer*

ACCEPTED BY THE BOARD OF MORGAN COUNTY COMMISSIONERS:
Date _____

THE TOWNSHIPS AND THE COUNTY OF MORGAN RESERVES THE RIGHT TO WAIVE ANY FORMALTY AND TO REJECT ANY AND ALL PROPOSALS.