

**MORGAN COUNTY COMMISSIONERS
RIECKER BUILDING**

The Board of Morgan County Commissioners met in their office Monday, March 27, 2023. The meeting was called to order at 8:30am with the pledge of allegiance to the flag.

Adam Shriver, President
Richard Welsh, Vice-President
Cecil Mayle, Member

23-113- Motion by Mr. Welsh and seconded by Mr. Mayle to approve the minutes of March 20, 2023.

Mr. Shriver yea, Mr. Welsh yea, Mr. Mayle yea Motion Carried

The commissioners did the following over the past week:

- All commissioners attended the DAC meeting March 20.
- Commissioner Mayle attended a Community Action meeting on Tuesday.
- Commissioner Shriver attended Morgan County Broadband Committee meeting to discuss the scoring rubric for Expansion RFP on March 23rd.
- He met with Morgan County Broadband Committee to Review RFP applications on March 24th.

Steve Hook, Engineer; John Felesz, Deputy Engineer

23-128- Motion by Mr. Mayle and seconded by Mr. Welsh to approve the following resolution:

Ordinance/Resolution# 23-128

PID No: 115395

County/Route/Section: MRG CR 4/VAR 1:38/VAR

Agreement No:38915

The following a resolution (23-128) enacted by the Morgan County Commissioners of Morgan County, Ohio, hereinafter referred to as the Local Public Agency (LPA).

SECTION 1-Project Description

WHEREAS, Ohio has determined the need for the described project:

Resurfacing project using an asphalt overlay treatment on MRG CR 4 15.71-17.21, MRG CR 32 00-3.04 MRG CR 84 0.00 2-06. Work includes striping, edge line and stop bars as needed. Total length of work is approximately 10 miles in Morgan County.

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 give 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 of development and construction of the above described project and shall enter into a LPA Federal ODOT Let 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 sections herein.

The LPA agrees that if Federal Funds are used to pay the cost of any consultant contract, the LPA shall comply with 23CRF 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 confirm 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 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 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 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- 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 if 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 the public highway purposes.

SECTION VII-Emergency Measure

The Resolution #23-128 is hereby declared to be 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. Shriver yea Mr. Welsh yea Mr. Mayle yea Motion Carried

23-129- Motion by Mr. Mayle and seconded by Mr. Welsh to approve the following resolution:

Ordinance/Resolution# 23-129

The following a resolution (23-129) enacted by the Morgan County Commissioners of Morgan County, Ohio, hereinafter referred to as the Local Public Agency (LPA).

SECTION 1-Project Description

WHEREAS, Ohio has determined the need for the described project:

Bridge replacement project on Goshen Run Road (MRG CR 52 3.81, SRN 5834449) over Goshen Creek in Morgan County. Work includes approach work and abutments. Begin work approximately .03 miles W of Tim Runn Lane.

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 give 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 of development and construction of the above described project and shall enter into a LPA Federal ODOT Let 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:

- 3) Rights-of-Way*
- 4) 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 23CRF 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 confirm 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 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 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 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.

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The Resolution #23-128 is hereby declared to be 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. Shriver yea Mr. Welsh yea Mr. Mayle yea Motion Carried

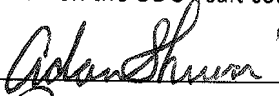


23-130- Motion by Mr. Welsh and seconded by Mr. Mayle to authorize participation in the ODOT road salt contracts awarded in 2023:

Whereas, the Morgan County Engineer, Steve Hook (hereinafter referred to as the “Political Subdivision”) hereby submits this written agreement to participate in the Ohio Department of Transportation’s (ODOT) annual road salt bid in accordance with Ohio Revised Code 5513.01(B) and hereby agrees to all the following terms and conditions in the participation of the ODOT road salt contract:

- a. The Political Subdivision hereby agrees to be bound by all terms and conditions established by ODOT in the road salt contract and acknowledges that upon the award of the contract by the Director on ODOT it shall be bound by all such terms and conditions included in the contract; and
- b. The Political Subdivision hereby acknowledges that upon the Director of ODOT’s signing of the road salt contract, it shall effectively form a contract between the awarded salt supplier and the Political Subdivision: and
- c. The Political Subdivision agrees to be solely responsible for resolving all claims or disputes arising out of the participation in the ODOT road salt contract and agrees to hold the Department of Transportation harmless for any claims, actions, expenses, or other damages arising out of the Political Subdivision’s participation in the road salt contract; and

- d. The Political Subdivision’s electronic order for sodium Chloride (road salt) will be the amount of the Political Subdivision agrees to purchase from its awarded salt supplier at the delivered bid price per ton awarded by the Director of ODOT; and
- e. The Political Subdivision hereby agrees to purchase a minimum of 90% of its electronically submitted salt quantities from its awarded salt supplier during the contract’s affective period; and
- f. The Political Subdivision hereby agrees to place orders with and directly pay the awarded salt supplier on a net 30 basis for all road salt it receives pursuant to ODOT salt contract; and
- g. The Political Subdivision acknowledges that should it wish to resend this participation agreement it will do so by written, emailed request by no later than Monday, May 1st, by 5:00pm . The written, emailed request to resend this participation agreement must be received by the ODOT Office of Contract Sales, Purchasing Section email: contracts.purchasing@dot.ohio.gov by the deadline. The Department, upon receipt, will respond that it has effectively removed the Political Subdivision’s participation request. Furthermore, it is the sole reasonability of the Political Subdivision to ensure ODOT has received this participation agreement as well as the receipt of any request to rescind this participation agreement. The Department shall not be held responsible or liable for failure to receive a Political Subdivision’s participation agreement and/or a Political Subdivision’s request to rescind its participation agreement.

Now Therefore, be it ordained by the following authorized person(s) that the participation agreement for the ODOT road salt contract is hereby approved, funding has been authorized, and the Political Subdivision agrees to the above terms and conditions regarding participation on the ODOT salt contract:


 _____ (Authorized Signature) 3-27-23 Approval Date

 _____ (Authorized Signature) 3-27-23 Approval Date

 _____ (Authorized Signature) 3-27-23 Approval Date

Mr. Shriver yea Mr. Welsh yea Mr. Mayle yea Motion Carried

23-131- Motion by Mr. Mayle and seconded by Mr. Welsh to recognize National County Government Month 2023:

Whereas, the nation’s 3,069 counties serving more than 330 million Americans provide essential services to create healthy, safe and vibrant communities; and

Whereas, counties fulfill a vast range of responsibilities and deliver services that touch nearly every aspect of our residents’ lives; and

Whereas, Morgan County and all counties take pride in our responsibility to protect and enhance the health, wellbeing and safety of our residents in efficient and cost-effective ways; and

Whereas, Morgan County and the County Commissioners Association of Ohio encourages our fellow citizens to become engaged and aware in services provided by county governments throughout Ohio; and

Whereas, we appreciate the dedication and hard work of the county workforce, who deliver critical services to the people of Morgan County; and

Now, therefore, be it resolved that Morgan County and the Morgan County Commissioners do hereby proclaim April 2023 as National County Government Month.

Mr. Shriver yea Mr. Welsh yea Mr. Mayle yea Motion Carried

Heidi Burns,

-OMJ closing 29th for move and closed 30th for all staff training—planning open house.

-New PCSA attorney starts April 3rd—meeting with Judge today at 10am for planning purposes.

-Cathy Apperson meeting with Representative Jay Edwards on Friday, March 31st regarding Public Assistance matters, meeting with a couple of other counties and JFSDA

-CORSA Contact regarding damages.

-Council of Aging—meeting Tuesday

-Meeting Request

- Kim Foreman & Josh Work to Goal4it Training @ 3/30
- Kim Foreman, Josh, & Devan Vincent to CCMEP Training @ Noble JFS 3/21
- Heidi Burns & Keri Schaad to Leadership Conference @ Sugarcreek 3/29-31
- Cathy Apperson to Representative meeting @ Athens 3/31
- Heidi Burns to ECODA Mtg. @ Holmes County 4/4
- Heidi Burns to PCSAO Mtg. @ Columbus 4/5

John Wilt, EMA;911

EMA/OHS Report to Commissioners, 3/27/2023

- Ohio Emergency Operations Center coordination calls Thursdays at 1300 hours
- Submitted application for 2023 HMEP Year 2 grant – applying for funds to update HazMat plan and County EOP and functional exercise costs, total of \$16,500. This is an 80% Federal / 20% local grant.
- Completed all paperwork requirements for FY22 Emergency Management Performance Grant and submitted. We can now submit for reimbursement.
- LEPC Exercise planning meeting was held 3/15/23 at 10:00. The meeting was virtual with Cecil Mayle, Randy Williams, Jake Woodward, Chris Chesar, and John Wilt in person from EOC.
- Conducted MARC radio State test, Monthly IPAWS tests, and Monthly WEBEOC exercise.
- Added Jake Woodward to WEBEOC as County EMS representative. Gave him introductory instruction of use.
- I have been asked to serve as the County Coordinator for the Ohio Fire Chiefs Emergency Response Plan. The County information has not been updated since 2014 and there are no department contacts recorded. I will be asking each department to update their resource list and contact information so I can update the State database.
- Storm Response – worked with Randy Shook from Chesterhill to find generator for water system. Liaised with AEP regarding situation and had restoral much quicker than originally planned. Utilized CodeRed to put out message to customers to conserve water due to outage.
- I will be out of the office Wednesday, Thursday and Friday of this week. Will return next week and then have State Director’s Conference in Columbus Wednesday and Thursday.

9-1-1 Report to Commissioners, 3/27/2023

- I have prepared a draft Thank you letter to Fire Chief Kauser, Mifflin Twp. Division of Fire, and the Metropolitan Emergency Communication Center for the donation of the Watson Consoles.
- I have opened discussions with Marty Ham of ComTech. We had a virtual meeting and have had a stream of emails covering various topics.

- Still working on sorting out our partnership with other counties in the NG 9-1-1 project. I have identified additional fees due to Morgan County (with documentation). I will be sending out initial letters of introduction to our partners and discuss the fees due in an effort to collect. There will be additional Core fees this year and the Text to 9-1-1 fees will be due at the end of this year.
- ComTech advises that we need to replace computers, an issue we had already identified. I am waiting for specs from them and then will pursue acquiring two for the M&M positions. I need to investigate the computers at the SO as I believe they have been replaced by the Sheriff.
- Storm Response – Power outage affected 9-1-1 for brief period. Issue seems to have been UPS did not hold system and computers rebooted. The old computers are extremely slow to reboot.
- Will attempt to schedule Steering Committee meeting for next week- Tuesday or Friday.

Mark Howdyshell, Prosecutor; Shannon Wells, Development Office

-Discussed water project—road 266 with the commissioners. Prosecutor Howdyshell noted the commissioners do not have ownership over the waterline. The contracts do not belong to the county. They would better belong to Meigsville. The commissioners should only be the funding source.

-The Union Hall Replacement project was also discussed.

23-132- Motion by Mr. Welsh and seconded by Mr. Mayle to proceed delinquent transfers into the landbank.

Mr. Shriver yea Mr. Welsh yea Mr. Mayle yea Motion Carried

Becky Thompson, Dog Warden

-Submitted dog report-filed

Alan Eltringham, Pound Keeper

-Submitted report-filed

-Mr. Eltringham gave notice of resignation. The commissioners requested an exit interview and wanted brainstorm with him on things the commissioners could do moving forward to keep everything running as it is at the pound under his supervision. The commissioners discussed

taking his job and breaking it into three separate parts, administrator and dividing the pound keeper's duties into two part-time positions. The commissioners offered him the position as Administrator. He accepted the offer.

Jeff Babcock, IT Administrator

-Reported on activities over the past week.

Transfers, Then & Nows, Supplemental Appropriations & Utility Applications

23-133- Motion by Mr. Welsh and seconded by Mr. Mayle to supplementally appropriate \$50,000 into R.E.A contracts 014-0014-5306.00.

Mr. Shriver yea, Mr. Welsh yea, Mr. Mayle yea Motion Carried

23-134- Motion by Mr. Mayle and seconded by Mr. Welsh to transfer \$600.00 from the 008-0008-5102.00 miscellaneous line item.

Mr. Shriver yea, Mr. Welsh yea, Mr. Mayle yea Motion Carried

23-135- Motion by Mr. Welsh and seconded by Mr. Mayle transfer from 063-0063-5102.00 salaries to 063-0063-5305.00 contracts \$10,000.00. Please adjust PO# 23-29885.

Mr. Shriver yea, Mr. Welsh yea, Mr. Mayle yea Motion Carried

23-136- Motion by Mr. Welsh and seconded by Mr. Mayle to approve payment of bills. *See attached*

Mr. Shriver yea, Mr. Welsh yea, Mr. Mayle yea Motion Carried

23-137- Motion by Mr. Mayle and seconded by Mr. Welsh to recess the commissioners meeting on Monday, March 28, 2023 at 4:00pm.

Mr. Shriver yea, Mr. Welsh yea, Mr. Mayle yea Motion Carried

23-138- Motion by Mr. Welsh and seconded by Mr. Mayle to reconvene the commissioners meeting on Wednesday, March 29, 2023 at 8:00am.

Mr. Shriver yea, Mr. Welsh yea, Mr. Mayle yea Motion Carried

23-139- Motion by Mr. Welsh and seconded by Mr. Mayle to adjourn the commissioners meeting March 29, 2023 at 9:00am

Mr. Shriver yea, Mr. Welsh yea, Mr. Mayle yea Motion Carried

Adam Shriver, President

Richard Welsh, Vice-President

Cecil Mayle, Member

Sheila Welch, Clerk

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