

Description	Williams County Commissioners' Regular Session #19	
Date	☞ March 17, 2026 ☞	
Time	Speaker	Note
8:59:52 AM	BW	All right it is March 17, 2026 the 19 th Regular Meeting of the Williams County Commissioners'. I call the meeting to order, we can stand and join me with the Pledge of Allegiance, please. All right, welcome. Madam Clerk.
9:00:17 AM	Roll Call	Comm Rummel: Here; Comm Westfall: Present; Quorum is met.
9:00:24 AM	Resolution 149	Approving Minutes from Regular Session on March 12, 2026; TR: Motion; BW: Second; Roll Call: TR: Yes; BW: Yes; Motion Carried.
9:01:16 AM	Resolution 150	Approve Agenda as Amended added a letter of support and executive session; TR: Motion; BW: Second; Roll Call: TR: Yes; BW: Yes; Motion Carried.
9:01:59 AM	Resolution 151	Approve the Payment of Bills; TR: Motion; BW: Second; Roll Call: TR: Yes; BW: Yes; Motion Carried.
9:02:31 AM	Resolution 152	Approve the Supplemental Appropriations on behalf of Airport Authority, Communications, Sheriff's Office and Veteran's Service Office; TR: Motion; BW: Second; Roll Call: TR: Yes; BW: Yes; Motion Carried.
9:03:09 AM	Resolution 153	Approve Change Order #1 on behalf of the North Annex Project increase cost of \$4,550; TR: Motion; BW: Second; Roll Call: TR: Yes; BW: Yes; Motion Carried.
9:03:52 AM	Also Signed	Travel on behalf of Juvenile Court Officers; Magistrate Strausbaugh and Commissioners; Credit Card Appropriations on behalf of the Sheriff's Office; 2 Permits to work within Co/Twp Road Right of Ways for Charter Communications and 2026 Workers Compensation Chargeback Letters
9:04:26 AM	BW	Vond, do you have anything for us this morning while we are still in session?
9:04:29 AM	VH	No, I do not.
9:04:33 AM	Executive Session	TR: Motion to enter into Executive Session under 121.22(G)(1) Employment; BW: Second; Roll Call: TR: Yes; BW: Yes; Motion Carried.
9:25:58 AM	BW	We are coming out of Executive Session with No Action.
9:26:09 AM	BW	We are going to go into our 9:30am regarding the roundabout discussion and I am going to turn it over to the Williams County Engineer, Todd Roth.
9:26:21 AM	Todd	Well good morning, so what I thought I would do is give a little history on what took place and then we can talk about the roundabout itself. So, we applied back in 24, let me start over. ODOT has, keeps track of crashes and they highlight areas that have more crashes, more fatalities, what the severity of the crashes what not. So, an area that was identified was 13 and a corridor about 3 miles long and the intersection of G and 13. Okay, so we get that. So, we applied for a safety study. In January of 2020 we got approved so the State paid for 90% of

		the study to be done. It was a \$39,000 study that state paid for \$35,100 of it. So, we proceeded with the study and the study you should. I think you have a copy.
9:27:40 AM	BW	We had one emailed to us it was like 300 pages long.
9:27:41 AM	Todd	A lot of data goes into that study and honestly if you ask me, I can't tell you what half of that data is. I am not a traffic person; you know everybody has their expertise in different areas. So, we depend on a 3rd party to do this type of work. So, from the study then came the applications. So, we applied for abbreviated signage to pay for some additional signage on 13 and you are going to see that LPA Agreement come through we are getting to that time so we can get it processed so we can get the signate. So, we got money from the State to pay for the signs, so we applied for that. Was approved for \$64,000 to help pay for signs. The other application was based on the study was the roundabout. So, we applied for that.
9:28:59 AM	Todd	The funding is up to 3 million, 8 hundred, 60 thousand, 100 hundred in Federal Funds. At the time what is estimated to be a 4 million 180 thousand, 600 hundred Dollar Project. So, that was the original estimate. We are not sure where it is going to be as we move forward. We are waiting on scope of service right now from a consultant to submit to ODOT to get the approval to move it forward. So, there are two parts right now. We need the LPA Agreement and then we need a Scope of Service from a consultant to get approved by ODOT and our office to move it forward. So that is how we have gotten to this point.
9:29:53 AM	Todd	The study, page 25, on page 25 of the study it has recommendations
9:30:03 AM	BW	Just trying to find my copy of it
9:30:09 AM	Todd	If you go through that it talks
9:30:24 AM	Terry/AR	Anne, can you let the waiting room in, sorry. AR: Yup. Go on Todd your fine.
9:30:31 AM	Todd	Again, that is how we have gotten to where we are today. In the study there was a drawing done which shows, shows the, shows a roundabout.
9:31:03 AM	Todd	You want to keep in mind this drawing is something that was done based on a study and not any engineering at that point. So, what we are trying to do or what we would, what we are proposing to do is to keep what is called I think a simple round a bout. We don't need fancy, we don't need curb separations, it is a single lane, simple design. The biggest part of this would be making sure the trucks, farm equipment things of that nature can get through it. So, you design it to allow that. There is some work that has to be done in the corridor and that is what the study showed coming into the intersection. So, we have to go back a little ways and do a little bit of widening but not a lot. Typically, those things there is an offset, you are trying to maneuver around whether it be utilities or honestly on our side it is our septic tank and leech field things like that. So, we would try to minimize take, I call it take. It's a harsh word but it is called take.
9:32:28 AM	BW	It would not be able to be contained in the existing right of ways, is what you are saying?

9:32:34 AM	Todd	No, and that is what brings the cost in so much. Is it going to be a 4.18-million-dollar project, I really have no idea? But one thing you want to keep in mind is that number that they are throwing out there is such a large number it includes the design, it includes the right of way, it includes the purchase of right of ways, it is a purchase is what it is.
9:32:53 AM	BW	Right. You said a 90/10?
9:32:57 AM	Todd/BW	So, it is about a 90, out of the 4 million our obligation is about \$400,000 if it costs that much. BW: Okay. TR: But it does become expensive when you have to start moving utilities, well with everything that has to take place, becomes expensive. It is not just like we are redoing the intersection. BW: Right; TR: The design is expensive; number 1 you are going through ODOT you are getting their money you are going to do what they tell you to do. So, it does make it a little more expensive.
9:33:46 AM	BW	So, the quarter they identify as 3 miles through on G, is that what you said?
9:33:50 AM	Todd	Yes, so it went from F G H I.
9:33:56 AM	BW	Okay so its North and South, not east and west
9:34:00 AM	Todd	No and that is what the study was that corridor with the intersection but it was the only intersection that was highlighted because of the crashes there. Personally, I would like to see something of this nature at K and 13. But it doesn't hit the marks. The funding follows.
9:34:24 AM	BW	I was a little familiar with that when they presented with the roundabout that they were going to put on 49, where they did the study and they looked at crashes, looked at fatalities, looked at all that information over a period of time and they rate each intersection as far as need and urgency as far as getting something done.
9:34:46 AM	Todd	Yeah, if you look at ODOTs map one of the intersections that was also targeted which isn't us but was K and St Rt 15. So, that is why this intersection, we didn't just randomly pick this intersection.
9:35:03 AM	BW	Right
9:35:04 AM	Todd	It was reflected on ODOT's crash maps. So, that is where it started.
9:35:08 AM	BW	So where are we at this point? Are we going to continue the study?
9:35:11 AM	Todd	No study is done. So, ODOT has approved the funding. So, we have applied for the funding, they have approved funding, and it is to the LPA agreement and scope of service from the consultant and those are the two things. Once those are both done then we can move forward with the design of it. So, the next step is to get into the design. But we are not going to move into the design until we secure the funding and this is what it takes to secure the funding.
9:35:58 AM	BW	Then once the designs then you will know as far as, what cooperation you will need with neighboring properties once you have to purchase and okay.

9:35:58 AM	Todd	I know that Joe's Scott's some there on corner and there are three different, four actually each corner is a 4.
9:36:01 AM	BW	We are one of the property owners, right.
9:36:03 AM	Todd	Us being one of them. We will have to take a hard look at that because again I don't want to take away anybody's property. I wouldn't want it.
9:36:18 AM	BW	It may be minimal, I don't know, I have seen all sizes. I have seen where they shift them over to the side and they do some, I have seen dual lane roundabouts, so the simple may be little easier to move forward.
9:36:32 AM	Todd	Yeah, we don't need fancy. We just need to manage the traffic at the end of day.
9:36:35 AM	Terry	No statue of the Engineer or anything sitting in the middle of it?
9:36:39 AM	Todd	I thought maybe a Rummel statue in the middle would be great. Yea and
9:36:44 AM	BW	So, it's moving forward.
9:36:55 AM	Todd	It is moving forward we just don't have any detail until we start design.
9:37:02 AM	Terry	So, the potential \$400,000 will be get whittled down a little bit from internally in your office because you will be able to bill for your services of some of your engineering costs that you have and some of that too, or do you think it will be a hard cost out of your road and bridge, I assume road and bridge will kind of take the brunt of that.
9:37:18 AM	Todd	Yeah, and we budgeted for it.
9:37:22 AM	Terry	Which is primarily by Gas tax right? So that is where the bulk of this money comes in at.
9:37:25 AM	Todd	Yea license plate fees and gas tax is what will pay for it. Yeah, we don't, so on this LPA agreement, there is typically a section that you pick a box and no cost recovery on direct labor meaning our time or you can try charging it. We have tried going through that process before and it is very difficult to follow the federal guidelines.
9:38:06 AM	John/BW	It is a lot of Red Tape BW: Imagine that.
9:38:11 AM	Terry	Unless you are starting a day care right then that is pretty easy
9:38:17 AM	John	where do I sign
9:38:21 AM	Todd	So, and since we have a consultant doing the engineering, their costs are direct. We tried to do all our own inspections and honestly, we typically don't charge it back because it is too difficult.
9:38:29 AM	Terry	Got it
9:38:32 AM	Todd	So, yeah as we move forward, we will want to get with all the land owners and so one of the things we look at too for example there is a roundabout that was built about two years ago, to avoid closing the roads they built the roundabout over here

9:38:59 AM	BW	Right, I have been in that one
9:39:03 AM	Todd	And everybody says why why would you do that. Well, they did it so that the traffic could be maintained through 90% of the project. Then at the end they make that connection. I don't see doing that on this one because then we have to take more land. So, we are going to close the road, so I mean everybody needs to understand that if this moves forward, when it moves forward 13 will be down for a while.
9:39:25 AM	BW	the one at the exit at Fremont was that way because they still had the exit from the turnpike open
9:39:32 AM	Todd	Yea, so again we are going to try to minimize the project and that is one of the things.
9:39:37 AM	BW	Relatively a short period of time once they actually close the road from what I have seen. It is not months. It's not too bad because obviously they are getting to be where they understand to put these in a little faster than when they started. Okay thank you. We have some guests here, does anybody have questions for Todd while we are here in regards to this? Go ahead Dave (Brown)
9:39:55 AM	Dave Brown	You mentioned the traffic study which I appreciate, but we looked it up on the State Site last night and someone found it, and it shows the accidents over the extent of the intersection may be a quarter mile North and a quarter mile South mainly, will this traffic circle take up all that area because to me it is a problem of speed coming up to the intersection not realizing it is there. Stepping on the brake, it is a little slippery it is a little wet and the road drops off, the crowning of the road is not correct, the ditches are deep, there's that tree there that still has a couple crosses on it where people have killed themselves running into that tree over the years. I mean it just seems like a lot of overkill, and believe it or not we were talking about it at coffee this morning and a gentleman who lived in Minnesota his whole life, he is from Hicksville but he lived in Minnesota and eh said when he was up there all of a sudden there was no accidents out in the county and he said they put rumble strips at every intersection in all the counties in Wisconsin and it totally eliminated the wrecks on the county roads.
9:41:13 AM	BW	The other benefit this will have, I have heard the comment made too is that it will maybe slow some of the landfill trucks down going east and west which is
9:41:23 AM	Todd	It will
9:41:26 AM	Dave	I see that as a problem the landfill trucks, you have seen them before they look like they are ready to fall over when they turn the corner because of the way they are loaded. And going to the dump that is what scares me, because the driver doesn't know how they are loaded, he just puts the bin in there and it could be heavy, it could be light, if he's making a circle too fast, he is going to tip over.

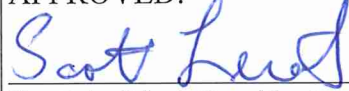
9:41:54 AM	BW	Well, they have designed them now so they can take trucks and farm equipment much easier because they are allowed to run up on the inside curve which makes it easier for them to maneuver those roundabouts.
9:41:58 AM	Dave	It would have to be a big one and it would have to be designed that way because the drag radius of the semi or a big farm vehicle and the blindness issue, they can't see you if you are beside them. I hope that it is a one lane, that would kind of eliminate that, because you can't have the two land one because they can't see you.
9:42:19 AM	Todd	It was highlighted in there about coming up to the intersection both North and South is part of this and then the next phase is some widening and some other sections of the corridor because of what you are saying. So, yeah it is a lot, it is a lot there is no doubt about it.
9:42:59 AM	Dave	I don't deny the fact that the intersection needs to be improved but you know the intersection doesn't cause accidents, people cause accidents. People cause accidents because they are going to fast and don't realize what they are coming up too. I have sat at that intersection and if you look up to the right and they are coming off that hill with trash trucks, when they go by ya it doesn't take them long because they are on the way home, they dumped and then they are on the way home.
9:43:31 AM	John	The beauty of the roundabout is it takes away the head on collisions with the T-bone type action. To me the roundabout is if there is an accident it's a glancing blow. So, you are right people are going to drive however they are going to drive and you are going to have accidents either way but the thing about the roundabout eliminates the fatalities because you don't have the T-bone or the head on type of collision any more you have a glancing blow and that is why the safety study shows what they do.
9:43:57 AM	BW	Thank you, Dave. Joe (Slicker) do you have a question?
9:44:00 AM	Joe Slicker	Yeah, since the since the roundabout subject has come up, I have been against it from the get go. I have spent a lot of time reading about roundabouts yesterday and come to realize I am not against it any more. There is a lot of %s out there that the State follows and how much safer the roundabouts are. I felt like you know just make it 4 ways stop but 4-way stops are no fund coming to complete stops. I think something that overall farming on both corners and farming different fields along county road 13 is looking at maybe putting a speed limit on county road 13. There are times I travel doing 50-55 MPH and people catch up to me and that is dangerous for County Road 13 but there was a lot of stuff that I was able to read yesterday about roundabouts and knowing that we are getting so much money from the State, I am always about getting a chunk of money back, that is my input on it.
9:45:10 AM	BW	Thank you, Joe. Rob (Heller) did you have anything?
9:45:13 AM	Rob Heller	He said something about a 4 way stop but I was just curious about if that was a consideration and what the downfall that is?

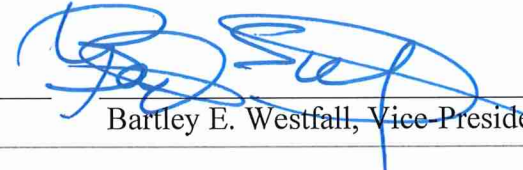
9:45:20 AM	Todd	I will be honest with you it was a possibility but I won't do it. I know, it is one of those things, like John said the roundabout changes the accident. People are still going to drive like they drive. I am afraid with the 4 way stop we are going to see fatalities. Those trucks are coming and that hill, you wouldn't believe the slight grade change both East and West change your visibility. So, now all of a sudden, I don't know that you are creating a better situation with a 4 way stop. I personally think you are creating a worse situation with a 4 way stop. So, the fact that we are getting the funding now, don't get me wrong nothing is free. We are all paying for it. If it is not going to be here it is going to be somewhere.
9:46:16 AM	BW	Right
9:46:17 AM	Todd	But the fact that we are getting the funding for it, that was the reason for now going with the 4 way stop.
9:46:23 AM	Rob	I know roundabouts have been in Europe for decades and it is much better than a 4 way stop because of the flow of traffic. I was just curious that is all.
9:46:38 AM	Todd	We do have some signage that is going to be added on some other intersections, coming from this. To you know again people drive like they drive but something to identify that you have to stop here.
9:46:55 AM	Rob	I think your comment about a simple roundabout, single lane, makes a whole lot of sense, because a dual lane or something like that.
9:47:04 AM	BW	I have seen three lanes and it is nuts, absolutely nuts.
9:47:06 AM	Rob	People are dumb as it is and then if you put two or three lanes out there, they just get twice or three times as bad.
9:47:13 AM	Todd	One of the things if this moves forward, John and I were just talking about it today that we are going to want to have some educational pieces on this. When you come into them here is what you do. You yield to the traffic coming around you don't just stop. It is something to get used too.
9:47:36 AM	BW	And this will probably be the first of several to follow. I mean historically it has happened in other areas. It is just a way of controlling traffic now. Thank you! Anybody have anything else?
9:47:51 AM	Dave	One last comment the roundabouts are really effective in Indiana are the ones that handle the volume of traffic it is at the high-volume intersections where if you have red lights and turn signals and U-Turn now then you have the little fender bender accidents but it eliminates have traffic back up a quarter mile until the light changes and they can through. It is to help the volume of traffic, I never thought of a roundabout as a way to reduce accidents but a roundabout will like you say it is going to slow down the traffic enough to eliminate deaths maybe and replace it with 4 fender benders
9:48:45 AM	Todd	Don't get us wrong we are going to put this in, or if this goes in, all of a sudden, a week later there is an accident, then we are going to hear how much good did that do.

9:48:51 AM	John	It didn't work
9:48:54 AM	Todd	there are going to be accidents, there just not going to be fatalities.
9:48:57 AM	Dave	And can you make it look nice.
9:49:02 AM	Todd	We go back to the statute of Terry
9:49:09 AM	BW	I appreciate it, thank you everybody.
9:49:12 AM	Todd	I understand everybody's thoughts and it is a lot of money is that the right answer? It is a lot of things to make a decision on.
9:49:21 AM	BW	Madam Clerk do you have something for us regarding this?
9:49:55 AM	Resolution 141	Entering into an LPA Federal Local-LET Project Agreement to construct a single land roundabout at County Road 13 and County Road G; TR: Motion; BW: Second; Roll Call: TR: Yes; BW: Yes; Motion Carried.
9:50:06 AM	Todd	And we can look at a TR: did the clerk give you the eye? AR: I didn't say a word. TR: I have gotten that look; I understand. BW: She don't only give it at home. (LAUGHTER)
9:50:27 AM	John	Is that why you moved to the other end of the table, out of reach?
9:50:41 AM	BW/TR/AR	Do you have anything else Terry? TR: I have nothing else today. AR: You just have a letter for the State Bank regarding JFS credit cards and you have the ADAMhs Letter of Support that went through and then that is everything I have for today. BW: Okay thank you. Vond, do you have anything else
9:50:46 AM	VH	I do not, I am good.
9:50:56 AM	ADJOURNED	BW: Seeing as we have nothing else, we will be adjourned until next Tuesday. Thank you we appreciate you all coming in today.

WILLIAMS COUNTY COMMISSIONERS

APPROVED:


 Scott A. Lirot, President


 Bartley E. Westfall, Vice-President


 Terry N. Rummel, Member

ATTEST:

Anne M. Retcher, Clerk

RESOLUTION 26-0149

COUNTY COMMISSIONERS' OFFICE
WILLIAMS COUNTY, BRYAN, OHIO
March 17, 2026

In the Matter of:
Approving Minutes from Regular Session

The Board of Williams County Commissioners met in regular session on the above date with the following members present:

Scott A. Lirot, NIP Bartley E. Westfall, Yes Terry N. Rummel, Yes

Commissioner Rummel moved adoption of the following resolution:

THEREFORE, BE IT RESOLVED, that after review, the Williams County Commissioners hereby approve the minutes of Regular Session(s) held on March 12, 2026; and

BE IT FURTHER RESOLVED, that it is further found and determined that all formal actions of this Board concerning and relating to the adoption of this Resolution were so adopted in an open meeting of this Board and that all deliberations of this Board and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Commissioner Westfall seconded the motion.

The vote upon adoption resulted as follows:

WILLIAMS COUNTY COMMISSIONERS

Mr. Scott A. Lirot, _____

Not Present

President of the Board of Commissioner

Mr. Bartley E. Westfall, Yes

[Signature]

Vice-Pres of the Board of Commissioners

Mr. Terry N. Rummel, Yes

[Signature]

Member of the Board of Commissioners

RESOLUTION 26-0150

COUNTY COMMISSIONERS' OFFICE
WILLIAMS COUNTY, BRYAN, OHIO
March 17, 2026

In the Matter of:
Approve Agenda as Amended or Presented

The Board of Williams County Commissioners met in regular session on the above date with the following members present:

Scott A. Lirot, NIP Bartley E. Westfall, Yes Terry N. Rummel, Yes

Commissioner Rummel moved adoption of the following resolution:

WHEREAS, Commission Staff, to the best of its ability, has prepared the agenda for the day, and

WHEREAS, the Board of County Commissioners has reviewed said agenda and find it to be satisfactory as presented or as officially amended on the record in open session; therefore

BE IT RESOLVED, that the Board of Williams County Commissioners hereby approves the agenda as amended or presented for today's date; and

BE IT FURTHER RESOLVED, that it is further found and determined that all formal actions of this Board concerning and relating to the adoption of this Resolution were so adopted in an open meeting of this Board and that all deliberations of this Board and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Commissioner Westfall seconded the motion.

The vote upon adoption resulted as follows:

Mr. Scott A. Lirot, _____

Mr. Bartley E. Westfall, Yes

Mr. Terry N. Rummel, yes

WILLIAMS COUNTY COMMISSIONERS

Not Present

President of the Board of Commissioners

[Signature]

Vice-Pres of the Board of Commissioners

[Signature]

Member of the Board of Commissioners

RESOLUTION 26-0151

COUNTY COMMISSIONERS' OFFICE
WILLIAMS COUNTY, BRYAN, OHIO
March 17, 2026

In the Matter of:
Approving Payment of Bills

The Board of Williams County Commissioners met in regular session on the above date with the following members present:

Scott A. Lirot, NIP Bartley E. Westfall, Yes Terry N. Rummel, Yes

Commissioner Rummel moved adoption of the following resolution:

WHEREAS, the Williams County Auditor certifies that the money for the credit of the bills listed on the Disbursement List is in the Treasury for the credit of the Funds from which they are to be paid, and is not appropriated for any other purpose; therefore

BE IT RESOLVED, that the Board of Williams County Commissioners hereby approve the payment of bills as submitted; and

BE IT FURTHER RESOLVED, that it is further found and determined that all formal actions of this Board concerning and relating to the adoption of this Resolution were so adopted in an open meeting of this Board and that all deliberations of this Board and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Commissioner Westfall seconded the motion.

The vote upon adoption resulted as follows:

Mr. Scott A. Lirot, _____

Mr. Bartley E. Westfall, Yes

Mr. Terry N. Rummel, Yes

WILLIAMS COUNTY COMMISSIONERS

Not Present

President of the Board of Commissioners

Vice-Pres of the Board of Commissioners

Member of the Board of Commissioners

RESOLUTION 26-0152

COUNTY COMMISSIONERS' OFFICE
WILLIAMS COUNTY, BRYAN, OHIO
March 17, 2026

In the Matter of
Supplemental Appropriation(s)

The Board of Williams County Commissioners met in regular session on the above date with the following members present:

Scott A. Lirot, N/P Bartley E. Westfall, Yes Terry N. Rummel, Yes

Commissioner Rummel moved adoption of the following resolution:

BE IT RESOLVED, by the Board of Williams County Commissioners that we hereby approve Vickie L. Grimm, Williams County Auditor to create new lines and make supplemental appropriation(s) from and to the following funds:

Department: Williams County Airport Authority

From: 9047-90-110-509001	Air Other Expense-Taxes/Special Assessm	\$562.70
To: 9047-90-110-503000	Air Supplies-Other	\$562.70

Reason: Ice Melt

Department: Williams County Communications

From: 2083-42-311-506001	LEPC Contract Services	\$2,490.56
To: 2083-42-311-506100	LEPC Dues-Subscriptions-Memberships	\$2,490.56

Reason: Regroup/Alert 86 2026 Subscriptions

Department: Williams County Sheriff's Office

From: 2076	Unappropriated	\$1,000.00
To: 2076-42-400-509000	Other Expense	\$1,000.00

Reason: Drug Awareness Supplies

Department: Williams County Veteran's Service Office

From: 1001-45-450-506001	Outside Labor	\$3,000.00
To: 1001-45-450-506002	Contract Services	\$3,000.00

Reason: Clemens Nelson

BE IT FURTHER RESOLVED, that it is further found and determined that all formal actions of this Board concerning and relating to the adoption of this Resolution were so adopted in an open meeting of this Board and that all deliberations of this Board and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Commissioner Westfall seconded the motion.

The vote upon adoption resulted as follows:

Mr. Scott A. Lirot, _____

Mr. Bartley E. Westfall, yes

Mr. Terry N. Rummel, yes

WILLIAMS COUNTY COMMISSIONERS

Not Present

President of the Board of Commissioners

[Signature]
Vice-Pres of the Board of Commissioners

[Signature]
Member of the Board of Commissioners

RESOLUTION 26-0153

COUNTY COMMISSIONERS' OFFICE
WILLIAMS COUNTY, BRYAN, OHIO
March 17, 2026

In the Matter of
Approving Change Order #1

The Board of Williams County Commissioners met in regular session on the above date with the following members present:

Scott A. Lirot, NIP Bartley E. Westfall, Yes Terry N. Rummel, Yes

Commissioner Rummel moved adoption of the following resolution:

WHEREAS, on March 11, 2026, Ryan Heitkamp from Garmann Miller submitted to the Williams County Commissioners Change Order #1 for Project 8-2025 the North Annex Renovation Project. The purpose: Add steel angle and bond beam; modify structural framing; add to original general contract. Cost from this Change Order: \$4,550.00; therefore;

BE IT RESOLVED, by the Board of Williams County Commissioners that we do hereby approve Change Order #1 as stated above and further explained in the attached. A copy of the agreement will be on file in the Williams County Commissioners Office; therefore

BE IT FURTHER RESOLVED, that it is further found and determined that all formal actions of this Board concerning and relating to the adoption of this Resolution were so adopted in an open meeting of this Board and that all deliberations of this Board and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Commissioner Westfall seconded the motion.

The vote upon adoption resulted as follows:

Mr. Scott A. Lirot, _____

Mr. Bartley E. Westfall, Yes

Mr. Terry N. Rummel, Yes

WILLIAMS COUNTY COMMISSIONERS

Not Present

President of the Board of Commissioners

[Signature]
Vice-Pres of the Board of Commissioners

[Signature]
Member of the Board of Commissioners

AIA® Document G701® – 2017

Change Order

PROJECT: (Name and address) Williams County North Annex Building Renovation 677 North Main Street Bryan, OH 43506	CONTRACT INFORMATION: Contract For: General Construction Date: June 12, 2025	CHANGE ORDER INFORMATION: Change Order Number: 001 Date: March 11, 2026
OWNER: (Name and address) Williams County Board of Commissioners One Courthouse Square Fourth Floor Bryan, OH 43506	ARCHITECT: (Name and address) Garmann/Miller & Associates, Inc. 38 S. Lincoln Drive, P.O. Box 71 Minster, OH 45865	CONTRACTOR: (Name and address) Siebenaler Construction Co. 6559 St Rt 34 Edon, OH 43518

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

- 1.) Add steel angle and bond beam to wall between the addition and existing building per PR 002, Add \$3,850.00
- 2.) Modify structural framing above storefronts on southeast corner of building per PR 003, Deduct \$8,400.00
- 3.) Add to Original General Contract A Contingency Allowance. Add \$4,550.00

TOTAL CONTRACT CHANGE: \$0.00

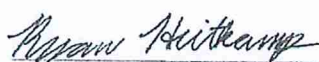
(Original General Contract A Contingency Allowance - \$80,000.00)
(Remaining General Contract A Contingency Allowance - \$84,550.00)

The original Contract Sum was	\$ 1,339,950.00
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 1,339,950.00
The Contract Sum will be unchanged by this Change Order in the amount of	\$ 0.00
The new Contract Sum including this Change Order will be	\$ 1,339,950.00

The Contract Time will be unchanged by () days.
The new date of Substantial Completion will be May 22, 2026

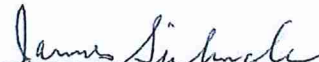
NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.


ARCHITECT (Signature)

BY: Ryan Heitkamp, AIA
(Printed name, title, and license
number if required)

03/11/2026
Date


CONTRACTOR (Signature)

James Siebenaler, President
(Printed name and title)

03/11/26
Date


OWNER (Signature)

Barthel E. Wofford
(Printed name and title)

3-17-26
Date


Terry N. Zummel

AIA Document G701 – 2017. Copyright © 1979, 1987, 2000, 2001 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:05:50 EDT on 03/11/2026 under Subscription No.20250100228 which expires on 02/08/2027, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiaccontracts.com.

User Notes:

(69b1737eff6f9438238441f4)

**AIA**[®]**Document G709™ – 2018****Proposal Request****PROJECT:** *(name and address)*Williams County North Annex Building
Renovation
677 North Main Street
Bryan, OH 43506**CONTRACT INFORMATION:**Contract For:
General Construction
Date:
June 12, 2025

Architect's Project Number: 24039.00

Proposal Request Number: 002

Proposal Request Date: February 16, 2026

OWNER: *(name and address)*Williams County Board of Commissioners
One Courthouse Square Fourth Floor
Bryan, OH 43506**ARCHITECT:** *(name and address)*Garmann/Miller & Associates, Inc.
38 S. Lincoln Drive, P.O. Box 71
Minster, OH 45865**CONTRACTOR:** *(name and address)*Siebenaler Construction Co.
6559 St Rt 34
Edon, OH 43518

The Owner requests an itemized proposal for changes to the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. The Contractor shall submit this proposal within Fourteen (14) days or notify the Architect in writing of the anticipated date of submission.

(Insert a detailed description of the proposed modifications to the Contract Documents and, if applicable, attach or reference specific exhibits.)

State the cost to add an L8x8x1/2 angle and one bond beam to the wall between the addition and existing building to support the second floor.

\$2,150.00 Material

Attachments: Sheet S5.0

\$1,700.00 Labor**\$3,850.00 Total Adder**

THIS IS NOT A CHANGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE, OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.

REQUESTED BY THE ARCHITECT

ARCHITECT *(Signature)*

BY: Ryan Heitkamp, AIA

(Printed name, title, and license number if required)



GARMANN MILLER

WILLIAMS COUNTY NORTH ANNEX BUILDING

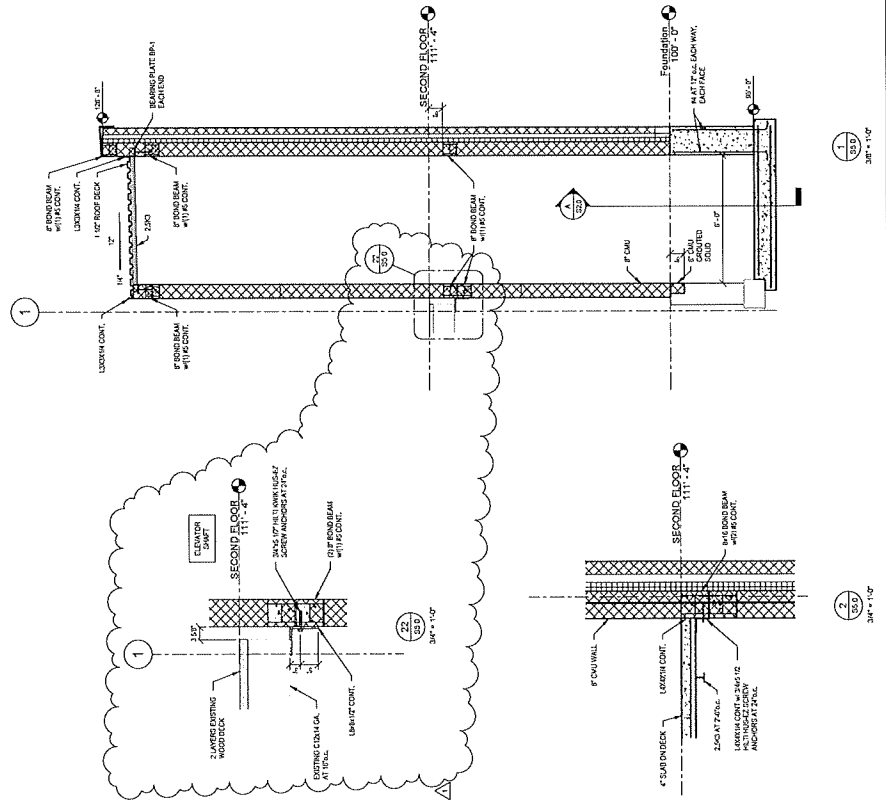
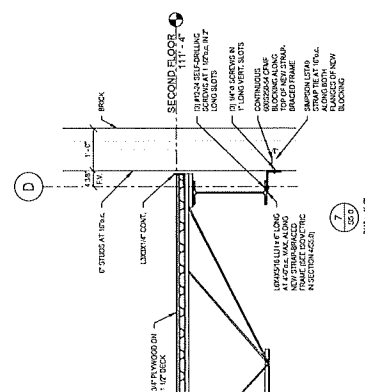
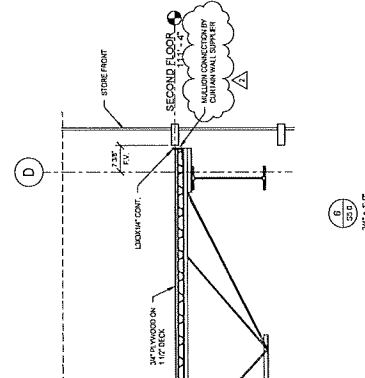
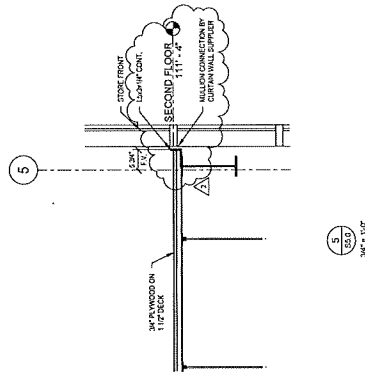
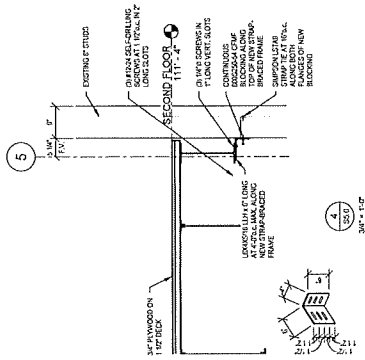
CONTENTS	
NO.	DESCRIPTION
1	FRONT ELEVATION
2	REAR ELEVATION
3	SECTION 1
4	SECTION 2
5	SECTION 3

PROJECT	DATE	BY
240893.00	11/11/11	MM

FRAMING SECTIONS

\$5.0

SHELL MEYER ASSOCIATES, INC.
STRUCTURAL ENGINEERS
2000 S. 10TH AVE. SUITE 100
MARIETTA, OHIO 44130
PH: 330-395-4831
WWW.SHELLMEYERASSOCIATES.COM



**AIA**[®]**Document G709[™] – 2018****Proposal Request****PROJECT:** *(name and address)*

Williams County North Annex Building
Renovation
677 North Main Street
Bryan, OH 43506

CONTRACT INFORMATION:

Contract For:
General Construction
Date:
June 12, 2025

Architect's Project Number: 24039.00

Proposal Request Number: 003

Proposal Request Date: February 16, 2026

OWNER: *(name and address)*

Williams County Board of Commissioners
One Courthouse Square Fourth Floor
Bryan, OH 43506

ARCHITECT: *(name and address)*

Garmann/Miller & Associates, Inc.
38 S. Lincoln Drive, P.O. Box 71
Minster, OH 45865

CONTRACTOR: *(name and address)*

Siebenaler Construction Co.
6559 St Rt 34
Edon, OH 43518

The Owner requests an itemized proposal for changes to the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. The Contractor shall submit this proposal within Fourteen (14) days or notify the Architect in writing of the anticipated date of submission.

(Insert a detailed description of the proposed modifications to the Contract Documents and, if applicable, attach or reference specific exhibits.)

State the deduct cost for the following items

\$ 6,500.00 Material**\$ 5,950.00 Labor****\$12,450.00 Total Deduct**

- Section 17/S5.1: deleted HSS14x6x3/8 and 5/16" bottom plate
- Deleted Section 18/S5.1: deleted HSS14x6x3/8 and saw cut existing stud requirement
- Section 19/S5.1: deleted HSS14x6x3/8 and 5/16" bottom plate
- Deleted Section 20/S5.1: deleted HSS14x6x3/8 and saw cut existing stud requirement
- Deleted Section 21PV/S5.1: deleted HSS14x6 tube to column connection

State the cost to add the following items.

\$1,920.00 Material**\$2,130.00 Labor****\$4,050.00 Total Adder**

- Section 5/S5.0: added L5x3x1/4 angle
- Section 17/S5.1: HSS5x5x5/16
- Section 19/S5.1: HSS5x5x5/16

For reference only

- Drawing S4.0: revised plan
- Section 5/S5.0: angle and mullion connection note
- Section 6/S5.0: added mullion connection note

Attachments: Sheets S4.0, S5.0, S5.1

THIS IS NOT A CHANGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE, OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.

REQUESTED BY THE ARCHITECT

Ryan Heitkamp

ARCHITECT (Signature)

BY: Ryan Heitkamp, AIA

(Printed name, title, and license number if required)

VOL 165 PAGE 230

VOL 165 PAGE 230



GARMANN MILLER
ARCHITECTS

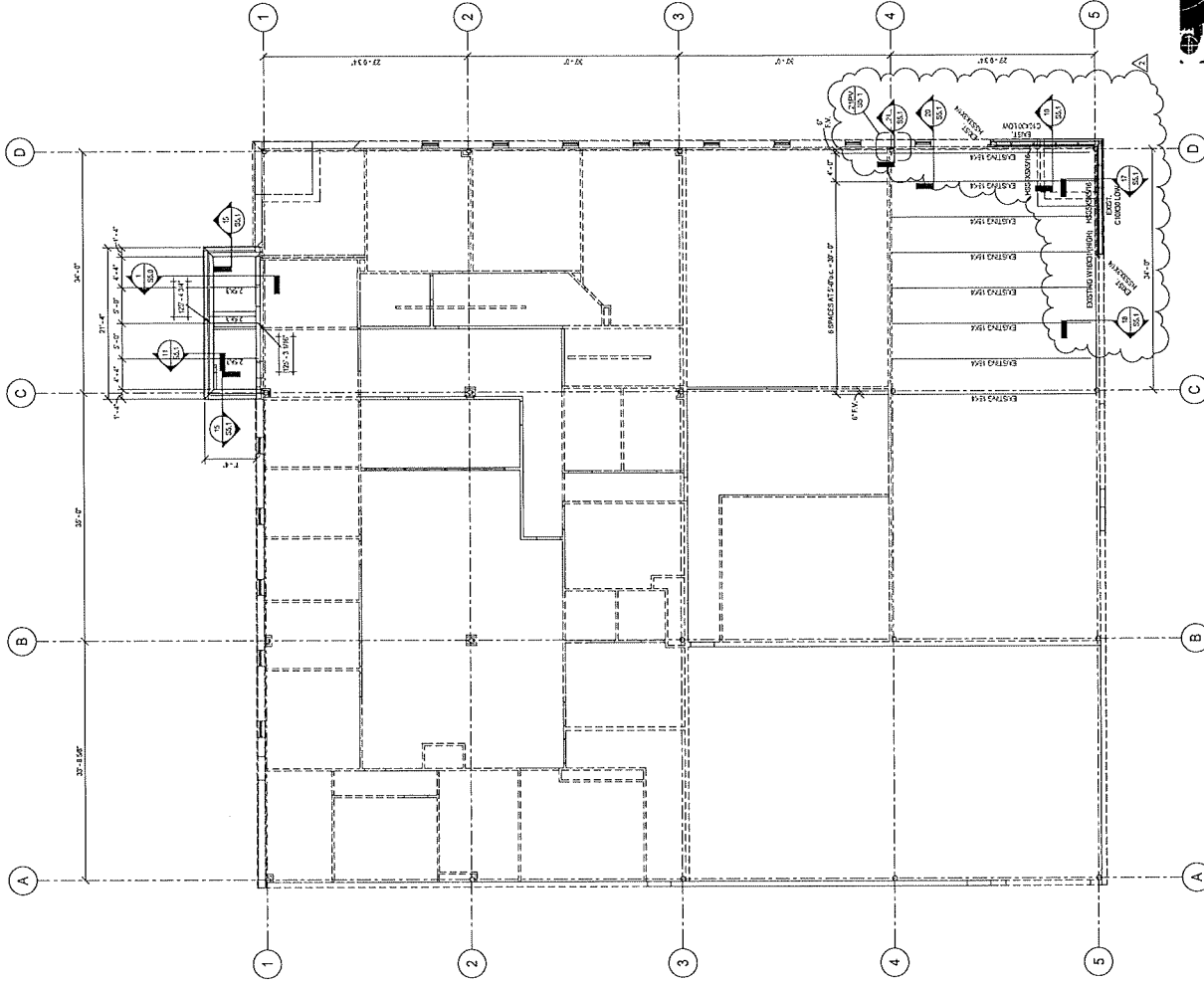
**WILLIAMS COUNTY NORTH
ANNEX BUILDING**

DATE PREPARED	11/11/11
DATE REVISION	11/11/11
DATE APPROVED	11/11/11

PROJECT	240931.00
DATE	11/11/11
BY	MM

PROJECT	240931.00
DATE	11/11/11
BY	MM

PROJECT	240931.00
DATE	11/11/11
BY	MM



SHELL + MEYER
ASSOCIATES, INC.
STRUCTURAL ENGINEERS
1000 N. HIGHWAY 100, SUITE 100
DARIUS, OH 43004-1000
PH: 614.233.1233
WWW.SHELLMEYER.COM

Roof Framing
1/8" = 1'-0"



GARMANN MILLER

WILLIAMS COUNTY NORTH ANNEX BUILDING

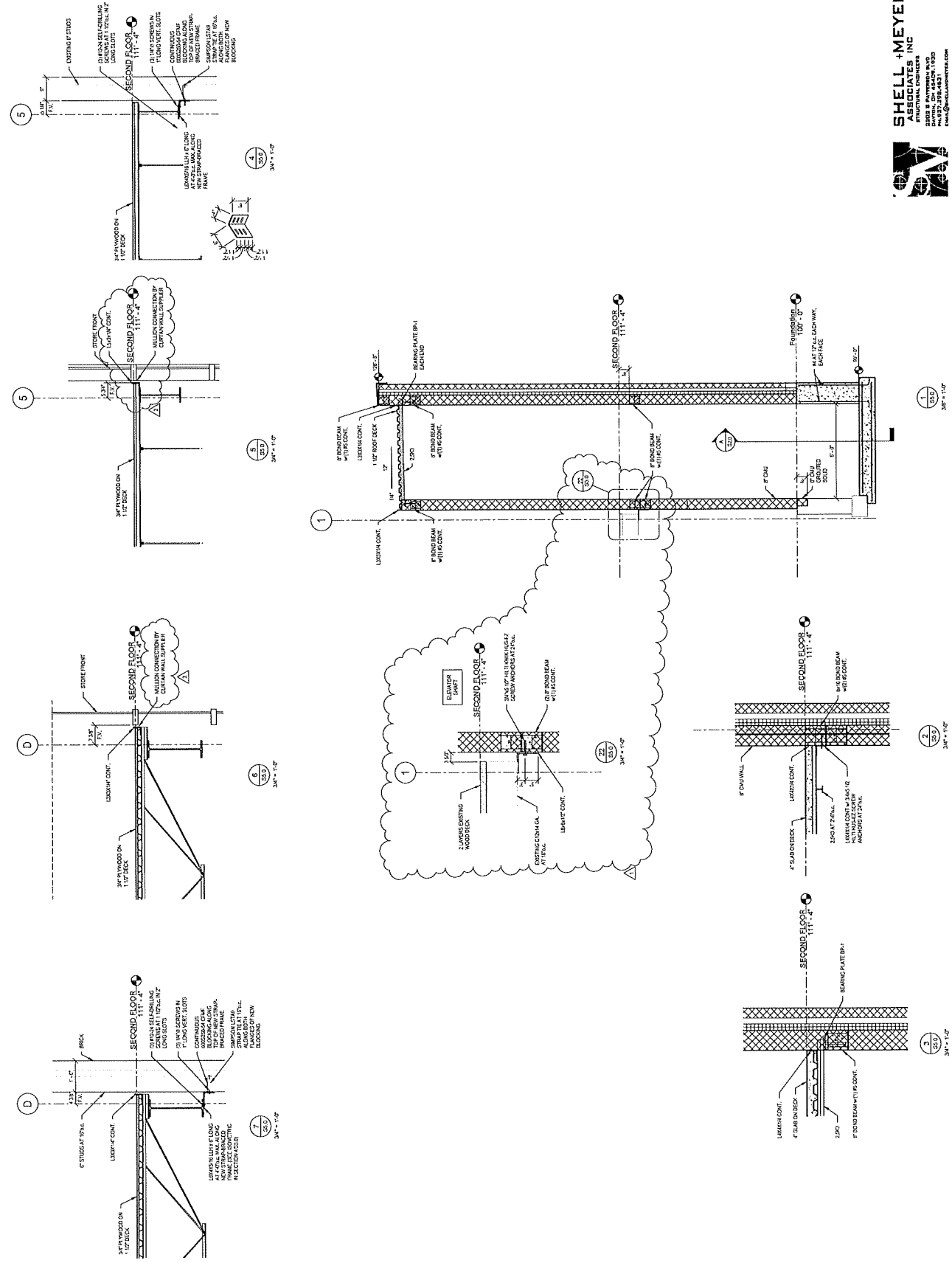
QUANTITY	DESCRIPTION	UNIT	AMOUNT
1	FOUNDATION	SQ. FT.	100.00
2	FLOOR	SQ. FT.	2400.00
3	ROOF	SQ. FT.	2400.00

PROJECT	NO. 24039.00
DRAWN BY	TM
CHECKED BY	TM

SHEET	SECTION
1	FRAMING

DATE	NOV 15, 2010
SCALE	AS SHOWN

SHELL + MEYER ASSOCIATES INC.
PRINCIPAL ENGINEERS
1000 N. HIGHWAY 100
SUITE 100
COLUMBUS, OH 43260
614.462.1100
www.shellmeyer.com



RESOLUTION 26-0141

COUNTY COMMISSIONERS' OFFICE
WILLIAMS COUNTY, BRYAN, OHIO
March 17, 2026

In the Matter of
Entering into a Project Agreement

The Board of Williams County Commissioners met in regular session on the above date with the following members present:

Scott A. Lirot, NIP Bartley E. Westfall, Yes Terry N. Rummel, Yes

Commissioner Rummel moved adoption of the following resolution:

WHEREAS, a LPA Federal Local-LET Project Agreement has been successfully negotiated between the State of Ohio, Ohio Department of Transportation (ODOT) and the Williams County Board of Commissioners, acting by and through the Williams County Engineer as the National Transportation Act has made available certain Federal Funding for use by local public agencies. The requested funds are to be used to construct a single lane roundabout at County Road G and County Road 13. The total cost for the project associated with Federal Funds is estimated to be \$4,180,600; therefore,

BE IT RESOLVED, by the Board of Williams County Commissioners we do hereby approve the Agreement as set forth above and attached hereto. A copy of the Agreement will be on file with Williams County Engineer; therefore

BE IT FURTHER RESOLVED, that it is further found and determined that all formal actions of this Board concerning and relating to the adoption of this Resolution were so adopted in an open meeting of this Board and that all deliberations of this Board and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Commissioner Westfall seconded the motion.

The vote upon adoption resulted as follows:

Mr. Scott A. Lirot,

Mr. Bartley E. Westfall, Yes

Mr. Terry N. Rummel, Yes

WILLIAMS COUNTY COMMISSIONERS

Not Present

President of the Board of Commissioners

Vice-Pres of the Board of Commissioners

Member of the Board of Commissioners

Agreement Number: 43518

PID Number: 124563

County-Route-Section: WIL CR 13 & CR G Roundabout

SAM Unique Entity ID: WGJ5XY8ZV6K8

LPA FEDERAL LOCAL-LET PROJECT AGREEMENT

THIS AGREEMENT is made by and between the State of Ohio, Department of Transportation, (ODOT), 1980 West Broad Street, Columbus, Ohio 43223 and **the Williams County Board of Commissioners, One Courthouse Square 4th Floor, Bryan, Ohio 43506** (LPA) acting by and through **the Williams County Engineer, 12953 County Road G, Bryan, Ohio 43506**.

1. PURPOSE

- 1.1 The National Transportation Act has made available certain Federal funding for use by local public agencies. The Federal Highway Administration (FHWA) designated ODOT as the agency in Ohio to administer FHWA's Federal funding programs.
- 1.2 Section 5501.03 (D) of the **Ohio Revised Code** (ORC) provides that ODOT may coordinate its activities and enter into contracts with other appropriate public authorities to administer the design, qualification of bidders, competitive bid letting, construction, inspection, and acceptance of any projects administered by ODOT, provided the administration of such projects is performed in accordance with all applicable Federal and State laws and regulations with oversight by ODOT.
- 1.3 The **project in Williams County to construct a single lane roundabout at County Road G and County Road 13** (PROJECT) is a transportation activity eligible to receive Federal funding, and which is further defined in the PROJECT scope.
- 1.4 The purpose of this Agreement is to set forth requirements associated with the Federal funds available for the PROJECT and to establish the responsibilities for the local administration of the PROJECT.

2. LEGAL REFERENCES AND COMPLIANCE

- 2.1 This Agreement is authorized and/or governed by the following statutes and/or policies, which are incorporated, by reference, in their entirety:

A. FEDERAL

- 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 23 CFR 1.33 – Conflicts of Interest
- 23 CFR Part 172 – Procurement, Management and "Administration of Engineering and Design Related Service"
- 23 CFR 630.106 – Authorization to Proceed
- 23 CFR 636.116 – What Organizational Conflict of Interest Requirements Apply to Design-Build Projects?
- 23 CFR Part 645 –Utilities
- 48 CFR Part 31 – Contract Cost Principles and Procedures

- 49 CFR Part 26 –Participation by Disadvantaged Business Enterprises (DBE) in Department of Transportation Financial Assistance Programs
- 23 USC § 112 – Letting of Contracts
- 40 USC §§ 1101-1104 – “Selection of Architects and Engineers”
- Federal Funding Accountability and Transparency Act (FFATA)

B. STATE

- ORC 102.03
- ORC 153.65 -153.71
- ORC 5501.03(D)
- ORC 2921.42 and 2921.43
- Ohio Administrative Code 4733-35-05

C. ODOT

- ODOT's Manual for Administration of Contracts for Professional Services
- ODOT's Specifications for Consulting Services – 2016 Edition
- ODOT's Consultant Prequalification Requirements and Procedures
- ODOT's Construction and Material Specifications Manual
- ODOT's Construction Administration Manual of Procedures
- ODOT's Local-let Manual of Procedures

2.2 The LPA shall comply with all applicable Federal and State laws, regulations, executive orders, and applicable ODOT manuals and guidelines. This obligation is in addition to compliance with any law, regulation, or executive order specifically referenced in this Agreement.

2.3 The LPA shall have on file a completed and approved Local-let Participation Requirement Review Form (FORM) before the first required submission of the Project's Stage Plan Set. Failure to comply will result in the delay of the Federal Authorization for Construction, until the FORM has been completed and approved. Failure to submit a completed FORM will result in the PROJECT reverting to ODOT-let and the LPA will be prohibited from participating in the Local-let Program until the Form is completed and approved by ODOT.

3. FUNDING

3.1 The total cost for the PROJECT associated with Federal funds is estimated to be \$4,180,600.

ODOT shall provide to the LPA 100 percent of the eligible costs, utilizing Spending Authority Code (SAC) 4HJ7 (Assistance Listing Number: 20.272 Highway Safety Improvement Program,) up to a maximum of \$3,860,100 in Federal funds in the All phase(s)/subphase(s). This maximum amount reflects the funding limit for the PROJECT set by the applicable SAC Program Manager.

3.2 The LPA shall provide all other financial resources necessary to fully complete the PROJECT, including all 100% Locally funded work, and all cost overruns and contractor claims in excess of the maximum(s) indicated in 3.1 above.

3.3 The LPA is administering the Federally funded All phase(s)/subphase(s) of the project and is therefore considered a subrecipient of Federal funds and is responsible for reporting the applicable Federal expenditures (including any Toll Revenue Credit or Credit Bridge) on their Schedule of Expenditures of Federal Award.

4. PROJECT DEVELOPMENT AND DESIGN

- 4.1 The LPA and ODOT agree that the LPA is qualified to administer this PROJECT and is in full compliance with all LPA participation requirements.
- 4.2 The LPA and ODOT agree that the LPA has received funding approval for the PROJECT from the applicable ODOT Program Manager having responsibility for monitoring such projects using the Federal funds involved.
- 4.3 The LPA shall design and construct the PROJECT in accordance with a recognized set of written design standards. The recognized set of written design standards may be either the LPA's formally written local design standards that have been **reviewed and accepted** by ODOT or ODOT's Design Manuals and the appropriate AASHTO publication. Notwithstanding the foregoing, for projects that contain a high crash rate or areas of crash concentrations, ODOT may require the LPA to use a design based on ODOT's L&D Manual. The LPA shall be responsible for ensuring that any standards used for the PROJECT are current and/or updated. The LPA shall be responsible for informing the District LPA Manager of any changes.
- 4.4 The LPA shall designate a Project Design Engineer, who is a registered professional engineer to serve as the LPA's principal representative for attending to project responsibilities. If the Project Design Engineer is not an employee of the LPA, the LPA must engage the services of a pre-qualified ODOT consultant, who has been chosen using a Qualification-Based Selection (QBS) process, as required pursuant to ORC 153.65 through 153.71. The pre-qualified list is available on the ODOT website at: www.dot.state.oh.us/DIVISIONS/Engineering/CONSULTANT .
- 4.5 If Federal funds are used for a phase of project development and the LPA executes an agreement with a consultant prior to the receipt of the "Authorization" notification from ODOT, ODOT may terminate this Agreement and cease all Federal funding commitments.
- 4.6 ODOT reserves the right to move this PROJECT into a future sale year if the LPA does not adhere to the established PROJECT schedule, regardless of any funding commitments.

5. ENVIRONMENTAL RESPONSIBILITIES

- 5.1 In the administration of this PROJECT, the LPA shall be responsible for conducting any required public involvement events, for preparing all required documents, reports and other supporting materials needed for addressing applicable environmental assessment, for clearance responsibilities for the PROJECT pursuant to the National Environmental Policy Act (NEPA) and related regulations, including but not limited to the requirements of the National Historic Preservation Act, and for securing all necessary permits.
- 5.2 If the LPA does not have the qualified staff to perform any or all of the respective environmental responsibilities, the LPA shall hire an ODOT Pre-Qualified Consultant through a QBS process. The pre-qualified list is available on the ODOT web page at [ODOT's Office of Contracts](#). If the LPA hires a pre-qualified consultant, the LPA shall be responsible for monitoring the consultant's activities and ensuring that the consultant is following all Federal and State laws, regulations, policies, and guidelines.
- 5.3 ODOT shall be responsible for the review of all environmental documents and reports and shall complete all needed coordination activities with State and Federal regulatory agencies toward securing environmental clearance.

- 5.4 The LPA shall be responsible for assuring compliance with all commitments made as part of the PROJECT's environmental clearance and/or permit requirements during the construction of the PROJECT.
- 5.5 The LPA shall require its consultant(s), selected to prepare a final environmental document pursuant to the requirements of NEPA, to execute a copy of a disclosure statement specifying that the consultant(s) has no financial or other interest in the outcome of the PROJECT.
- 5.6 The LPA shall submit a Notice of Intent to the Ohio EPA to obtain coverage under the National Pollution Discharge Elimination System (NPDES) Construction General Permit for all projects where the combined Contractor and Project Earth Disturbing Activity (EDA) are one (1) acre or more. If the LPA chooses not to use ODOT's L&D Vol. 2 on Local-let LPA projects, they may use an alternative post-construction Best Management Practice(BMP)criterion with Ohio EPA approval.
6. RIGHT-OF-WAY(R/W)/ UTILITIES/ RAILROAD COORDINATION
- 6.1 All R/W Acquisition activities shall be performed by the LPA in accordance with the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (Public Law 91-646) as amended by 49 CFR Part 24 (Uniform Act), any related Federal regulations issued by the FHWA, and any rules, policies, and procedures issued by ODOT.
- 6.2 If existing and newly acquired R/W is required for this PROJECT, the LPA shall certify that all R/W has been acquired in conformity with Federal and State laws, regulations, policies, and guidelines. Per ODOT's Office of Real Estate, any LPA staff who perform real estate functions shall be prequalified. If the LPA does not have the qualified staff to perform any or all of the respective R/W functions, the LPA shall hire an ODOT Pre-qualified Consultant through a QBS process. The LPA shall not hire the same consultant to perform both the appraisal and appraisal review functions. Appraisal review shall be performed by an independent staff or fee reviewer and shall be hired directly by the LPA.
- 6.3 If the LPA hires a pre-qualified consultant, the LPA shall be responsible for monitoring the consultant's activities and ensuring that the consultant is following all Federal and State laws, regulations, policies, and procedures.
- 6.4 All relocation assistance activities shall be performed by the LPA in conformity with Federal and State laws, including the Uniform Act, and any related Federal regulations issued by the FHWA, and any rules, policies, and procedures issued by ODOT. The LPA shall not hire a consultant to perform both the relocation and relocation review functions, nor shall the LPA hire a sub-consultant for Relocation and another sub-consultant for Relocation Review. Relocation Review shall be performed by an independent staff person or independent fee reviewer and shall be hired directly by the LPA.
- 6.5 The LPA shall provide the ODOT District Office with its LPA Certification of Right of Way Control Letter, certifying that all R/W property rights necessary for the PROJECT are under the LPA's control, that all R/W has been cleared of encroachments, and that utility facilities have been appropriately relocated or accounted for so as not to interfere with project construction activities. ODOT shall make use of the LPA's Certification of Right of Way Control Letter, as well as evaluate the LPA's and/or consultant's performance of the project real estate activities under Titles II and III of the Uniform Act, and, as appropriate, certify compliance to the FHWA. The LPA shall be liable to repay to ODOT all Federal funds disbursed to it under this Agreement if the certification of the LPA is found to be in error or otherwise invalid.

- 6.6 In the administration of this PROJECT, the LPA agrees to follow all procedures described in the ODOT Utilities Manual and 23 CFR Part 645. When applicable, the LPA shall enter into a Utility Relocation Agreement with each utility prior to the letting of construction.
- 6.7 The LPA shall submit all subsequent modifications to the design of the PROJECT and/or any disposal of property rights acquired as part of the PROJECT to ODOT and FHWA for approval. Consistent with Sections 6.1 and 6.4 of this Agreement, the LPA shall assure that, if any property acquired for this PROJECT is subsequently sold for less than fair market value, all Title VI requirements are included in the instrument which transfers the property. Consistent with sections 6.1 and 6.4 of this Agreement, the LPA shall assure that if the LPA grants a permit or license for the property acquired for this PROJECT that the license or permit require the licensee or permit holder to adhere to all Title VI requirements.
- 6.8 Unless by prior written agreement, the LPA shall be responsible for any necessary railroad coordination and agreements. The LPA shall comply with the provisions of Title 23 of the Code of Federal Regulations and applicable chapters of the ORC regarding all activities relating to Railroad-Highway projects.
- 6.9 No reimbursable construction costs shall be incurred by the LPA prior to the receipt of the "Authorization to Advertise" notification from ODOT. If such costs are incurred, ODOT may terminate this Agreement and cease all Federal funding commitments.

7. ADVERTISING, SALE, AND AWARD

- 7.1 The LPA **shall not** advertise for bids prior to the receipt of the "Authorization to Advertise" notification from ODOT. Should advertising or work commence prior to the receipt of the "Authorization to Advertise" notification, ODOT shall immediately terminate this Agreement and cease all Federal funding commitments.
- 7.2 Any use of sole source or proprietary bid items must be approved by the applicable ODOT district. All sole source or proprietary bid items should be brought to the attention of the LPA Manager as soon as possible so as not to cause a delay in the plan package submission process. Bid items for traffic signal and highway lighting projects must be in conformance with ODOT's Traffic Engineering Manual.
- 7.3 Once the LPA receives Federal authorization to advertise, the LPA may begin advertising activities. Whenever local advertisement requirements differ from Federal advertisement requirements, the Federal requirements shall prevail. The period between the first legal advertising date and the bid opening date shall be a minimum of 21 calendar days. The LPA shall submit to ODOT any addendum to be issued during the advertisement period that changes estimates or materials. ODOT shall review and approve such addendum for project eligibility. All addenda shall be distributed to all potential bidders prior to opening bids and letting the contracts.
- 7.4 The LPA must incorporate ODOT's LPA Bid Template in its entirety in project bid documents. The template includes-Form FHWA-1273, Required Contract Provisions, a set of contract provisions and proposal notices that are required by regulations promulgated by the FHWA and other Federal agencies, which must be included in all contracts as well as appropriate subcontracts and purchase orders.
- 7.5 The LPA shall require the contractor to be enrolled in, and maintain good standing in, the Ohio Bureau of Workers' Compensation Drug-Free Safety Program (DFSP), or a similar program approved by the Bureau of Workers' Compensation, and the LPA must require the same of any of its subcontractors.

- 7.6 Only ODOT pre-qualified contractors are eligible to submit bids for this PROJECT. Pre-qualification status must be in effect/current **at the time of award**. For work types that ODOT does not pre-qualify, the LPA must still select a qualified contractor. Subcontractors are not subject to the pre-qualification requirement, unless otherwise directed by the LPA in the bidding documents. In accordance with FHWA Form 1273, Section VII and 23 CFR 635.116, the prime contractor must perform no less than 30% of the total original contract price. The 30%-prime contractor requirement does not apply to design-build contracts.
- 7.7 In accordance with ORC 153.54, et. seq., the LPA shall require that the selected contractor provide a performance and payment bond in an amount equal to at least 100% of its contract price as security for the faithful performance of its contract. ODOT shall be named an obligee on any bond. If the LPA has 100% locally funded work product within this Agreement, the LPA must allocate the correct percent of the performance and payment bond cost to the 100% locally funded work product.
- 7.8 Before awarding a contract to the selected contractor, the LPA shall verify that the contractor is not subject to a finding for recovery under ORC 9.24, that the contractor has taken the appropriate remedial steps required under ORC 9.24, or that the contractor otherwise qualifies under the exceptions to this section. Findings for recovery can be viewed on the Auditor of State's website at <https://ohioauditor.gov/findings.html>. If the LPA fails to so verify, ODOT may immediately terminate this Agreement and release all Federal funding commitments.
- 7.9 Before awarding a contract to the selected contractor, the LPA shall verify that the contractor is an active registrant on the Federal System for Award Management (SAM). Pursuant to 48 CFR 9.404, contractors that have an active exclusion on SAM are excluded from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits. If the LPA fails to so verify, ODOT may immediately terminate this Agreement and release all Federal funding commitments.
- 7.10 Per ORC 9.75(B), the LPA is prohibited from imposing any geographical hiring preference on any bidder in the LPA's bid documents or on any successful contractor in the LPA's award or contract for the construction of the PROJECT.
- 7.11 After analyzing all bids for completeness, accuracy, and responsiveness, per ORC 153.12, the LPA shall approve the award of the contract in accordance with laws and policies governing the LPA within 60 days after bid opening. Within 45 days of that approval, the LPA shall submit to ODOT notification of the project award by submitting a bid tabulation, a copy of the ordinance or resolution, and direct payment information as required in Attachment 2 of this Agreement, if applicable.
8. CONSTRUCTION CONTRACT ADMINISTRATION
- 8.1 The LPA shall provide and maintain competent and adequate project management covering the supervision and inspection of the development and construction of the PROJECT. The LPA shall bear the responsibility of ensuring that construction conforms to the approved plans, surveys, profiles, cross sections, and material specifications. If a consultant is used for engineering and/or inspection activities, the LPA must use a QBS process as required pursuant to ORC 153.65 through 153.71. Any construction contract administration or engineering costs incurred by the LPA or their consultant prior to the construction contract award date will not be eligible for reimbursement under this Agreement.
- 8.2 The LPA must maintain a project daily diary that is up-to-date and contains the following information: all work performed, list of equipment utilized, project personnel and hours worked, pay quantities, daily weather conditions, special notes and instructions to the contractor, and any unusual events occurring on or adjacent to the PROJECT. Additionally, the LPA is responsible for documenting measurements, calculations, material quality, quantity, and basis for payment;

change orders, claims, testing and results, traffic, inspections, plan changes, prevailing wage, EEO and DBE, if applicable. The LPA is responsible for ensuring all materials incorporated into the PROJECT comply with ODOT's Construction and Material Specifications and meet the requirements of Appendix J in the LATP Manual of Procedures.

- 8.3 The LPA shall certify both the quantity and quality of material used, the quality of the work performed, and the amount of construction engineering cost, when applicable, incurred by the LPA for the eligible work on the PROJECT, as well as at the completion of construction. The LPA shall certify that the construction is in accordance with the approved plans, surveys, profiles, cross sections and material specifications or approved amendments thereto.
- 8.4 The Federal-aid Highway Program operates on a reimbursement basis, which requires that costs actually be incurred and paid before a request is made for reimbursement. The LPA shall review and/or approve all invoices prior to payment and prior to requesting reimbursement from ODOT for work performed on the PROJECT. If the LPA is requesting reimbursement, it must provide documentation of payment for the project costs requested. The LPA shall ensure the accuracy of any invoice in both amount and in relation to the progress made on the PROJECT. The LPA must submit to ODOT a written request for either current payment or reimbursement of the Federal/State share of the expenses involved, attaching copies of all source documentation associated with pending invoices or paid costs. To assure prompt payment, the measurement of quantities and the recording for payment should be performed daily as the items of work are completed and accepted.
- 8.5 ODOT shall pay, or reimburse, the LPA or, at the request of the LPA and with concurrence of ODOT, pay directly to the LPA's construction contractor ("Contractor"), the eligible items of expense in accordance with the cost-sharing provisions of this Agreement. If the LPA requests to have the Contractor paid directly, Attachment 2 to this Agreement shall be completed and submitted with the project bid tabulations, and the Contractor shall be required to establish Electronic Funds Transfer with the State of Ohio (STATE). ODOT shall pay the Contractor or reimburse the LPA within 30 days of receipt of the approved Contractor's invoice from the LPA.
- 8.6 The LPA shall notify ODOT of the filing of any mechanic's liens against the LPA's Contractor within three (3) business days of receipt of notice of the mechanic's lien. Failure to so notify ODOT or failure to process a mechanic's lien in accordance with the provisions of ORC Chapter 1311 may result in the termination of this Agreement. Upon the receipt of notice of a mechanic's lien, ODOT reserves the right to (1) withhold an amount of money equal to the amount of the mechanic's lien that may be due and owing to either the LPA or the Contractor; (2) terminate direct payment to the affected Contractor; or (3) take both actions, until such time as the mechanic's lien is resolved.
- 8.7 Payment or reimbursement to the LPA shall be submitted to:

Todd Roth, P.E., P.S, County Engineer
Williams County Engineer
12953 County Road G
Bryan, Ohio 43506

- 8.8 If, for any reason, the LPA contemplates suspending or terminating the contract of the Contractor, it shall first seek ODOT's written approval. Failure to timely notify ODOT of any contemplated suspension or termination, or failure to obtain written approval from ODOT prior to suspension or termination, may result in ODOT terminating this Agreement and ceasing all Federal funding commitments.
- 8.9 If ODOT approves any suspension or termination of the contract, ODOT reserves the right to amend its funding commitment in paragraph 3.1 and, if necessary, unilaterally modify any other term of this Agreement in order to preserve its Federal mandate. Upon request, the LPA agrees to

assign all rights, title, and interests in its contract with the Contractor to ODOT 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.

- 8.10 Any LPA right, claim, interest, and/or right of action, whether contingent or vested, arising out of, or related to any contract entered into by the LPA for the work to be performed by the Contractor on this PROJECT (the Claim(s)), may be subrogated to ODOT, and ODOT shall have all of the LPA's rights in/to the Claim(s) and against any other person(s) or entity(ies) against which such subrogation rights may be enforced. The LPA shall immediately notify ODOT in writing of any Claim(s). The LPA further authorizes ODOT to sue, compromise, or settle any such Claim(s). It is the intent of the parties that ODOT be fully substituted for the LPA and subrogated to all the LPA's rights to recover under such Claim(s). The LPA agrees to cooperate with reasonable requests from ODOT for assistance in pursuing any action on the subrogated Claim(s) including requests for information and/or documents and/or to testify.
- 8.11 After completion of the PROJECT, and in accordance with 23 USC 116 and applicable provisions of the ORC, the LPA shall maintain the PROJECT to design standards and provide adequate maintenance activities for the PROJECT, unless otherwise agreed to by ODOT. The PROJECT must remain under public ownership and authority for 20 years unless otherwise agreed to by ODOT. If the PROJECT is not being adequately maintained, ODOT shall notify the LPA of any deficiencies, and if the maintenance deficiencies are not corrected within a reasonable amount of time, ODOT may determine that the LPA is no longer eligible for future participation in any federally funded programs.
- 8.12 The LPA must provide the final invoices, and final report (Appendix P located in the Construction Chapter of the LPA Manual) along with all necessary closeout documentation within six (6) months of the physical completion date of the PROJECT. All costs must be submitted within six (6) months of the established completion date. Failure to submit final invoices along with the necessary closeout documentation within the six (6)-month period may result in closeout of the PROJECT and loss of eligibility of any remaining Federal and or State funds.
- 8.13 The LPA shall be responsible for verifying that a C92 GoFormz has been completed by the prime contractor for each subcontractor and material supplier working on the PROJECT, prior to starting work. This requirement will be routinely monitored by the District Construction Monitor to ensure compliance.
- 8.14 The LPA shall be responsible for monitoring all DBE Subcontractors on the project to ensure they are performing a Commercially Useful Function (CUF) as directed in the LATP Manual of Procedures.
- 8.15 The LPA shall be responsible for monitoring payments made by prime contractors and Subcontractors to ensure compliance with the Prompt Payment requirements outlined in Construction and Materials Specifications (C&MS) 107.21.

9. CERTIFICATION AND RECAPTURE OF FUNDS

- 9.1 This Agreement is subject to the determination by ODOT that sufficient funds have been appropriated by the Ohio General Assembly to the STATE for the purpose of this Agreement and to the certification of funds by the Office of Budget and Management, as required by ORC 126.07. If ODOT determines that sufficient funds have not been appropriated for the purpose of this Agreement or if the Office of Budget and Management fails to certify the availability of funds, this Agreement or any renewal thereof will terminate on the date funding expires.
- 9.2 Unless otherwise directed by ODOT, if for any reason the PROJECT is not completed in its entirety or to a degree acceptable to ODOT and FHWA, the LPA shall repay to ODOT an amount equal to

the total funds ODOT disbursed on behalf of the PROJECT. In turn, ODOT shall reimburse FHWA an amount equal to the total sum of Federal dollars it has received for the PROJECT. If the LPA has not repaid ODOT in full an amount equal to the total funds ODOT disbursed on behalf of the PROJECT, any funds recovered from the performance and payment bond as required under section 7.7 shall be used to offset the Federal dollars reimbursed to FHWA.

10. NONDISCRIMINATION

- 10.1 In carrying out this Agreement, the LPA shall not discriminate against any employee or applicant for employment because of race, religion, color, sex (including pregnancy, gender identity and sexual orientation), national origin, ancestry, age, disability as that term is defined in the American with Disabilities Act, military status (past, present, or future), or genetic information. The LPA shall ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex (including pregnancy, gender identity and sexual orientation), national origin, ancestry, age, disability, military status, or genetic information. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 10.2 The LPA agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, and in all solicitations or advertisements for employees placed by it, state that all qualified applicants shall receive consideration for employment without regard to race, religion, color, sex (including pregnancy, gender identity and sexual orientation), national origin, ancestry, age, disability, military status, or genetic information. The LPA shall incorporate this nondiscrimination requirement within all of its contracts for any of the work on the PROJECT (other than subcontracts for standard commercial supplies or raw materials) and shall require all of its contractors to incorporate such requirements in all subcontracts for any part of such project work.
- 10.3 The LPA shall not discriminate on the basis of race, color, national origin, or sex in the award of contracts and subcontracts financed in whole or in part with Federal funds provided in conjunction with this Agreement and in the fulfillment of DBE-related requirements set forth by ODOT. The LPA shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of contracts and subcontracts financed in whole or in part with Federal funds provided in conjunction with this Agreement. ODOT's DBE Program, as required by 49 CFR Part 26 and as approved by the United States Department of Transportation ("U.S. DOT"), is incorporated by reference in this agreement. The fulfillment of DBE-related requirements by the LPA is a legal obligation and failure to do so shall be treated as a violation of this Agreement.
- 10.4 During the performance of this contract, the LPA, for itself, its assignees and successors in interest agrees as follows:
- (a) **Compliance with Regulations:** The LPA will comply with the regulations relative to nondiscrimination in Federally assisted programs of the U.S. DOT, 49 CFR Part 21, as they may be amended from time to time, (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.

In addition, the LPA will comply with the provisions of the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, FHWA Guidance, and any other Federal, State, and/or local laws, rules and/or regulations (hereinafter referred to as "ADA/504").

- (b) **Nondiscrimination:** The LPA, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex (including pregnancy, gender identification and sexual orientation), age, disability, low-income status or limited English proficiency in the selection and retention of contractors or subcontractors, including procurements of materials and leases of equipment. The LPA will not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations, as well as the ADA/504 regulations.
- (c) **Solicitations for Contractors or Subcontractors, including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the LPA for work to be performed under a contract or subcontract, including procurements of materials or leases of equipment, each potential contractor, subcontractor, or supplier will be notified by the LPA of the LPA's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex (including pregnancy, gender identification and sexual orientation), age, disability, low-income status or limited English proficiency.
- (d) **Information and Reports:** The LPA will provide all information and reports required by the Regulations or directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the STATE or FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the LPA is in the exclusive possession of another who fails or refuses to furnish this information, the LPA will so certify to the STATE or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
- (e) **Sanctions for Noncompliance:** In the event of the LPA's noncompliance with the nondiscrimination provisions of this contract, the STATE will impose such contract sanctions as it or FHWA may determine to be appropriate, including, but not limited to:
- (1) withholding of payments to the LPA under the contract until the LPA complies, and/or
 - (2) cancellation, termination, or suspension of the contract, in whole or in part.
- (f) **Incorporation of Provisions:** The LPA will include the provisions of paragraphs 10.4 (a) through (e) above in every contract or subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The LPA will take such action with respect to any contractor or subcontractor procurement as the STATE or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event the LPA becomes involved in, or is threatened with, litigation with a contractor, subcontractor, or supplier as a result of such direction, the LPA may request the STATE to enter into such litigation to protect the interests of the STATE, and, in addition, the LPA may request the United States to enter into such litigation to protect the interests of the United States.

11. DATA, PATENTS AND COPYRIGHTS - PUBLIC USE

- 11.1 The LPA shall ensure that any designs, specifications, processes, devices, or other intellectual properties specifically devised for the PROJECT by its consultant(s) and/or contractor(s) performing work become the property of the LPA, and that when requested, such designs, specifications, processes, devices or other intellectual properties shall become available to ODOT and FHWA with an unrestricted right to reproduce, distribute, modify, maintain, and use. The LPA's consultant(s) and/or contractor(s) shall not seek or obtain copyrights, patents, or other forms of proprietary protection for such designs, specifications, processes, devices, or other intellectual

properties, and in providing them to the PROJECT, shall relinquish any such protections should they exist.

- 11.2 The LPA shall not allow its consultant(s) and/or contractor(s) to utilize within the development of the PROJECT any copyrighted, patented or similarly protected design, specification, process, device or other intellectual property unless the consultant(s) and/or contractor(s) has provided for such use by suitable legal agreement with the owner of such copyright, patent, or similar protection. Consultant(s) and/or contractor(s) making use of such protected items for the PROJECT shall indemnify and save harmless the LPA and any affected third party from any and all claims of infringement on such protections, including any costs, expenses, and damages which it may be obliged to pay by reason of infringement, at any time during the prosecution or after the completion of work on the PROJECT.
- 11.3 In the case of patented pavements or wearing courses where royalties, licensing and proprietary service charges, exacted or to be exacted by the patentees, are published and certified agreements are filed with the LPA, guaranteeing to prospective bidders free unrestricted use of all such proprietary rights and trademarked goods upon payment of such published charges, such patented pavements or wearing courses may be specifically designated in the proposal and competition secured upon the item exclusive of the patent or proprietary charges.

12. TERMINATION; DEFAULT AND BREACH OF CONTRACT

- 12.1 Neglect or failure of the LPA to comply with any of the terms, conditions, or provisions of this Agreement, including misrepresentation of fact, may be an event of default, unless such neglect or failure are the result of natural disasters, strikes, lockouts, acts of public enemies, insurrections, riots, epidemics, civil disturbances, explosions, orders of any kind of governments of the United States or STATE or any of their departments or political subdivisions, or any other cause not reasonably within the LPA's control. If a default has occurred, ODOT may terminate this Agreement with 30 days written notice, except that if ODOT determines that the default can be remedied, then ODOT and the LPA shall proceed in accordance with sections 12.2 through 12.4 of this Agreement.
- 12.2 If notified by ODOT in writing that it is in violation of any of the terms, conditions, or provisions of this Agreement, and a default has occurred and ODOT determines that the default can be remedied, the LPA shall have 30 days from the date of such notification to remedy the default or, if the remedy will take in excess of 30 days to complete, the LPA shall have 30 days from the date of notification to satisfactorily commence a remedy of the causes preventing its compliance and curing the default situation. Expiration of the 30 days and failure by the LPA to remedy, or to satisfactorily commence the remedy of, the default whether payment of funds has been fully or partially made, shall result in ODOT, at its discretion, declining to make any further payments to the LPA, or in the termination of this Agreement by ODOT. If this Agreement is terminated, the LPA may be liable to repay to ODOT all of the Federal funds disbursed to it under this Agreement.
- 12.3 The LPA, upon receiving a notice of termination from ODOT for default, shall cease work on the terminated activities covered under this Agreement. If so requested by ODOT, the LPA shall assign to ODOT all its rights, title, and interest to any contracts it has with any consultants or contractors. Otherwise, the LPA shall terminate all contracts and other agreements it has entered into relating to such covered activities, take all necessary and appropriate steps to limit disbursements and minimize any remaining costs. At the request of ODOT, the LPA may be required to furnish a report describing the status of PROJECT activities as of the date of its receipt of notice of termination, including results accomplished and other matters as ODOT may require.
- 12.4 No remedy herein conferred upon or reserved by ODOT is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or option accruing to ODOT upon any default by the LPA

shall impair any such right or option or shall be construed to be a waiver thereof, but any such right or option may be exercised from time to time and as often as may be deemed expedient by ODOT.

12.5 This Agreement and the obligation of the parties herein may be terminated by either party with 30 days written notice to the other party. Upon receipt of any notice of termination, the LPA shall immediately cease all work, terminate all subcontracts relating to such terminated activities, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish all data results, reports, and other materials describing all work under this contract, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as ODOT may require.

12.6 In the event of termination by either party for convenience, the LPA shall be entitled to compensation, upon submission of a proper invoice, for the work performed prior to receipt of notice of termination, less any funds previously paid by or on behalf of ODOT. ODOT shall not be liable for any further claims, and the claims submitted by the LPA shall not exceed the total amount of consideration stated in this Agreement. In the event of termination, any payments made by ODOT in which services have not been rendered by the LPA shall be returned to ODOT.

13. THIRD PARTIES AND RESPONSIBILITIES FOR CLAIMS

13.1 Nothing in this Agreement shall be construed as conferring any legal rights, privileges, or immunities, or imposing any legal duties or obligations, on any person or persons other than the parties named in this Agreement, whether such rights, privileges, immunities, duties, or obligations be regarded as contractual, equitable, or beneficial in nature as to such other person or persons. Nothing in this Agreement shall be construed as creating any legal relations between the Director and any person performing services or supplying any equipment, materials, goods, or supplies for the PROJECT sufficient to impose upon the Director any of the obligations specified in ORC 126.30.

13.2 The LPA hereby agrees to accept responsibility for any and all damages or claims for which it is legally liable arising from the actionable negligence of its officers, employees or agents in the performance of the LPA's obligations made or agreed to herein.

14. NOTICE

14.1 Notice under this Agreement shall be directed as follows:

If to the LPA:

If to ODOT:

Todd Roth, P.E., P.S.	Matt Sommerfeld, PE, LPA Manager
Williams County Engineer	ODOT, District 2
12953 County Road G	317 East Poe Road
Bryan, Ohio 43506	Bowling Green, Ohio, 43402
419-636-2454	419-373-4403

15. GENERAL PROVISIONS

15.1 *Recovery of LPA's allocable project Direct Labor, Fringe Benefits, and/or Indirect Costs:*

To be eligible to recover any costs associated with the LPA's internal labor forces allocable to this PROJECT, the LPA shall make an appropriate selection below: [*LPA official must initial the option selected.*]

TJR

1. No cost recovery of LPA's project direct labor, fringe benefits, or overhead costs.

- (A) The LPA **does not** currently maintain an ODOT approved Federally compliant time-tracking system¹, **and**
- (B) The LPA **does not** intend to have a Federally compliant time-tracking system developed, implemented, and approved by ODOT prior to the period of performance of this PROJECT, **and/or**
- (C) The LPA **does not** intend to pursue recovery of these project direct labor, fringe benefits, or overhead costs during the period of performance of this PROJECT Agreement.

2. Direct labor plus indirect costs calculated using the Federal 15% De Minimis Indirect Cost Rate.²

- (A) The LPA currently maintains, or intends to develop and implement prior to the period of performance of this PROJECT, an ODOT approved Federally compliant time-tracking system, **and**
- (B) The LPA **does not** currently have, and **does not** intend to negotiate, an ODOT approved fringe benefits rate prior to the period of performance of this PROJECT.

3. Direct labor, plus fringe benefits costs calculated using the LPA's ODOT approved Fringe Benefits Rate, plus indirect costs calculated using the Federal 15% De Minimis Indirect Cost Rate.³

- (A) The LPA currently maintains, or intends to develop and implement prior to the period of performance of this PROJECT, an ODOT approved Federally compliant time-tracking system, **and**
- (B) The LPA currently has, or intends to negotiate, an ODOT approved fringe benefits rate prior to the period of performance of this PROJECT.

¹ A "federally compliant time-tracking system" is supported by a system of internal controls and record-keeping that accurately reflects the work performed; which provides reasonable assurance that the time being charged is accurate, allowable, and properly allocated; is incorporated in official records such as payroll records; reasonably reflects the employee's total activity; provides a time or percentage breakdown on all activities, both Federally funded and non-Federally funded for the employee and complies with the LPA's pre-established accounting practices and procedures.

² [Also be sure to read footnote # 1] The De Minimis Indirect Cost Rate is 15 % of modified total direct costs (MTDC) per 2 CFR 200.414. The definition of MTDC is provided in the regulation at 2 CFR 200.68. Regardless of whether the LPA subrecipient negotiates overhead rates with ODOT or uses the 15% de minimis rate, LPAs are required to maintain Federally-compliant time-tracking systems. Accordingly, LPAs are permitted to bill for labor costs, and then potentially associated fringe/indirect costs, only if the labor costs are accumulated, tracked, and allocated in accordance with compliant systems. Before an LPA is eligible to invoice ODOT for and recover the 15% de minimis indirect cost rate on any project, the LPA's time-tracking system and methods for tracking other project costs must be reviewed and approved by the ODOT Office of Local Programs. A non-Federal entity that elects to charge the de minimis rate must meet the requirements in 2 CFR 200 Appendix VII Section D, Part 1, paragraph b.

³ [Also be sure to read footnotes # 1 and 2] The fringe benefits rate billed to this project must be determined in accordance with the Rate Agreement periodically negotiated with and approved by the ODOT Office of External Audits. The fiscal period when the LPA's direct labor costs are paid will be matched with the ODOT approved rate for that fiscal year to determine which rate is applicable. Accordingly, the fringe benefits rate applicable to different fiscal years throughout the period of performance of the project may fluctuate to match changes to the ODOT approved rate.



4. Direct labor, plus fringe benefits costs calculated using the LPA's ODOT approved Fringe Benefits Rate, plus indirect costs calculated using the LPA's ODOT approved Indirect Cost Rate.⁴

- (A) The LPA currently maintains, or intends to develop and implement prior to the period of performance of this PROJECT, an ODOT approved Federally compliant time-tracking system, **and**
- (B) The LPA currently has, or intends to negotiate, an ODOT approved fringe benefits rate prior to the period of performance of this PROJECT, **and**
- (C) Instead of using the Federal 15% De Minimis Indirect Cost Rate, the LPA currently has, or intends to negotiate, an ODOT approved indirect cost rate prior to the period of performance of this PROJECT.

For any allocable project labor costs to be eligible for reimbursement with Federal and/or State funds, the LPA must maintain compliance with all timekeeping requirements specified in 2 CFR Part 200 and the ODOT LPA Cost Recovery Guidance, including ODOT Questions and Answers and related supplementary guidance, as applicable. Additionally, if the LPA elects to recover fringe and/or indirect costs, the LPA shall maintain compliance with Appendix VII of 2 CFR Part 200 and the LATP Manual of Procedures.

- 15.2 If the LPA decides to change its indirect cost recovery option, the change shall not become effective until this Agreement is amended pursuant to section 15.12 below to reflect the indirect cost recovery option utilized by the LPA on the PROJECT.
- 15.3 *Financial Reporting and Audit Requirements:* One or more phases of this Agreement include a sub award of Federal funds to the LPA. Accordingly, the LPA must comply with the financial reporting and audit requirements of 2 CFR Part 200.

All non-Federal entities, including ODOT's LPA sub-recipients, that have aggregate Federal awards expenditures from all sources of \$750,000 or more in the non-Federal entity's fiscal year must have a Single Audit, or program-specific audit, conducted for that year in accordance with the provisions of 2 CFR Part 200.

Federal and State funds expended to or on behalf of a subrecipient must be recorded in the accounting records of the LPA subrecipient. The LPA is responsible for tracking all project payments throughout the life of the PROJECT in order to ensure an accurate Schedule of Expenditures of Federal Awards (SEFA) is prepared annually for all *Applicable Federal Funds*. *Applicable Federal Funds* are those that are identified with the various project phases of this Agreement as a subaward. *Applicable Federal Funds* include not only those LPA project expenditures that ODOT subsequently reimburses with Federal funds, but also those Federal funds project expenditures that are disbursed directly by ODOT upon the request of the LPA.

The LPA must separately identify each ODOT PID and/or Project and the corresponding expenditures on its SEFA. LPAs are responsible for ensuring expenditures related to this PROJECT are reported when the activity related to the Federal award occurs. Further, the LPA may make this determination consistent with 2 CFR 200.502 and its established accounting method to determine expenditures including accrual, modified accrual or cash basis.

⁴ [Also be sure to read footnote # 1] The fringe benefits and indirect cost rates billed to this project must be determined in accordance with the Rate Agreement periodically negotiated with and approved by the Office of External Audits. The fiscal period when the LPA's direct labor costs are paid will be matched with the ODOT approved rates for that fiscal year to determine which rates are applicable. Accordingly, the rates applicable to different fiscal years throughout the period of performance of the project may fluctuate to match changes to the ODOT approved rates.

When project expenditures are not accurately reported on the SEFA, the LPA may be required to make corrections to and republish the SEFA to ensure Federal funds are accurately reported in the correct fiscal year. An ODOT request for the restatement of a previously published SEFA will be coordinated with the Ohio Auditor of State.

- 15.4 *Record Retention:* The LPA, when requested at reasonable times and in a reasonable manner, shall make available to the agents, officers, and auditors of ODOT and the United States government, its records and financial statements as necessary relating to the LPA's obligations under this Agreement. All such books, documents, and records shall be kept for a period of at least three (3) years after FHWA approves the LPA's final Federal voucher for reimbursement of project expenses. In the event that an audit-related dispute should arise during this retention period, any such books, documents, and records that are related to the disputed matter shall be preserved for the term of that dispute. The LPA shall require that all contracts and other agreements it enters into for the performance of the PROJECT contain the following specific language:

As the LPA, ODOT or the United States government may legitimately request from time to time, the contractor agrees to make available for inspection and/or reproduction by the LPA, ODOT or United States government, all records, books, and documents of every kind and description that relate to this Agreement.

Nothing contained in this Agreement shall in any way modify the LPA's legal duties and obligations to maintain and/or retain its records under Ohio public records laws.

- 15.5 *Ethics and Conflict of Interest Laws:* LPA agrees that they are currently in compliance and will continue to adhere to the requirements of Ohio and Federal Ethics and Conflict of Interest laws as provided by ORC Sections 102.03, 102.04, 2921.42 and 2921.43 and 23 CFR 1.33.
- 15.6 *State Property Drug-Free Workplace Compliance:* In accordance with applicable State and Federal laws, rules, and policy, the LPA shall make a good faith effort to ensure that its employees and its contractors will not purchase, transfer, use, or possess alcohol or a controlled substance while working on State property.
- 15.7 *Trade:* Pursuant to the federal Export Administration Act and ORC 9.76(B), the LPA and any contractor(s) or sub-contractor(s) shall warrant that they are not boycotting any jurisdiction with whom the United States and the STATE can enjoy open trade, including Israel, and will not do so during the term of this Agreement.

The STATE does not acquire supplies or services that cannot be imported lawfully into the United States. The LPA certifies that it, its contractor(s), subcontractor(s), and any agent of the contractor(s) or its subcontractor(s), acquire any supplies or services in accordance with all trade control laws, regulations or orders of the United States, including the prohibited source regulations set forth in subpart 25.7, Prohibited Sources, of the Federal Acquisition Regulation and any sanctions administered or enforced by the U.S. Department of Treasury's Office of Foreign Assets Control. A list of those sanctions by country can be found at <https://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx>. These sanctions generally preclude acquiring any supplies or services that originate from sources within, or that were located in or transported from or through Cuba, Iran, Libya, North Korea, Syria, or the Crimea region of Ukraine.

- 15.8 *Lobbying:* Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, PL 104-65 (2 U.S.C. §1601, et seq.). LPA agrees that it will not use any funds for Lobbying, 49 CFR Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection

with obtaining any Federal contract, grant or any other award covered by 31 U.S. C. 1352. Each tier shall comply with Federal statutory provisions or the extent applicable prohibiting the use of Federal assistance funds for activities designed to influence congress to a State legislature on legislation or appropriations, except through proper official channels. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier, up to the recipient.

- 15.9 *Debarment.* LPA represents and warrants that it is not debarred from consideration for contract awards by the Director of the Department of Administrative Services, pursuant to either ORC 153.02 or 125.25 or by the Federal Government pursuant to 2 CFR Part 1200 and 2 CFR Part 180.
- 15.10 *Governing Law:* This Agreement and any claims arising out of this Agreement shall be governed by the laws of the STATE. Any provision of this Agreement prohibited by the laws of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this Agreement, or the performance thereunder shall be brought only in the courts of Ohio, and the LPA hereby irrevocably consents to such jurisdiction. To the extent that ODOT is a party to any litigation arising out of or relating in any way to this Agreement or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.
- 15.11 *Assignment:* Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned by either party hereto without the prior express written consent of the other party.
- 15.12 *Merger and Modification:* This Agreement and its attachments constitute the entire Agreement between the parties. All prior discussions and understandings between the parties are superseded by this Agreement. Unless otherwise noted herein, this Agreement shall not be altered, modified, or amended except by a written agreement signed by both parties hereto.
- 15.13 *Severability:* If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity or the ability to enforce the remainder of this Agreement. All provisions of this Agreement shall be deemed severable.
- 15.14 *Signatures:* Any person executing this Agreement in a representative capacity hereby represents that he/she has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.
- 15.15 *Facsimile Signatures:* Any party hereto may deliver a copy of its counterpart signature page to this Agreement via fax or e-mail. Each party hereto shall be entitled to rely upon a facsimile or electronic signature on any other party delivered in such a manner as if such signature were an original.

The parties hereto have caused this Agreement to be duly executed as of the day and year last written below.

LPA: Board of Williams County Commissioners	STATE OF OHIO OHIO DEPARTMENT OF TRANSPORTATION
X By: <u>Terry Runnel</u> <u>Terry Runnel, Member</u>	By:
X <u>[Signature]</u> <u>Bartley E. Westfall, V-P</u>	Pamela Boratyn Director
Date: <u>3/17/2026</u>	Date:

WILLIAMS COUNTY PROSECUTOR

This Agreement is approved as to form, with deletion of any indemnity clauses and attorney fee provisions in accordance with Ohio Attorney General Opinions 99-049 and 2005-007.

Katherine J. Zartman
Katherine J. Zartman, Williams County Prosecutor

3/6/26
Date

FISCAL OFFICER'S CERTIFICATE

5705.41 O.R.C.

The undersigned, County Auditor of Williams County, hereby certifies that the amount required to meet this contract has been lawfully appropriated for such purpose, and is in the treasury or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances.

Vickie Grimm
Vickie Grimm, Williams County Auditor

03/06/2026
Date

RESOLUTION 26-0154

COUNTY COMMISSIONERS' OFFICE
WILLIAMS COUNTY, BRYAN, OHIO
March 19, 2026

In the Matter of:
Supplemental Appropriation(s)

Per Resolution 26-0008 granting authority to the County Administrator when the Board does not meet due to a holiday, emergency, or lack of quorum.

BE IT RESOLVED, by the Board of Williams County Commissioners that we hereby approve Vickie L. Grimm, Williams County Auditor to create new lines and make supplemental appropriation(s) from and to the following funds:

Department: Williams County Commissioners

From: 1001-40-168-506000 Contract Services \$9,962.24

To: 1001-40-168-506100 Dues, Subscriptions, Memberships, Licenses \$9,962.24

Reason: Alert 86

From: 2063 Unappropriated \$100,000.00

To: 2063-47-161-506461 LED-2023-202438 Lead Safe Reno/Abate \$100,000.00

Reason: Grant Increase/Amendment for Lead Safe Ohio

Department: Williams County Dog & Kennel

From: 2000-44-210-502300 D&K BWC \$40.00

To: 2000-44-210-502200 D&K OPERS-Regular \$40.00

Reason: Cover remaining 2026 expenses

Department: Williams County Hillside Country Living

From: 5023 Unappropriated \$5,000.00

To: 5023-50-260-505040 Capital Assets – Furniture and Fixtures \$5,000.00

Reason: Lease of Pinball machine

Department: Williams County Recorder

From: 1001 Unappropriated \$1,625.00

To: 1001-40-360-506000 Contract Services \$1,625.00

Reason: ORC 317.32(A)(3) – Collected for February

BE IT FURTHER RESOLVED, that it is further found and determined that all formal actions of this Board concerning and relating to the adoption of this Resolution were so adopted in an open meeting of this Board and that all deliberations of this Board and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

COUNTY ADMINISTRATOR



Vond T. Hall