Description	Williams County Commissioners' Regular Session #26	
Date	Tuesday, April 21, 2026	
Time	Speaker	Note
9:01:17 AM	SL	All right let's call the meeting to order for April 21st, 2026 and begin with the Pledge, please. Pledge is recited.
9:01:40 AM	Roll Call	BW: Present; TR: Yes; SL: Here; Quorum is met.
9:01:54 AM	Resolution 199	Approving Minutes from Regular Session on April 9, 2026; BW: Motion; TR: Second; Roll Call: TR: Yes; BW: Yes; SL: Yes; Motion Carried.
9:02:29 AM	Resolution 200	Approving Agenda as Amended or Presented. I have no changes. BW: Motion; TR: Second; Roll Call: TR: Yes; BW: Yes; SL: Yes; Motion Carried.
9:03:07 AM	Resolution 201	Approving Payment of Bills; BW: Motion; TR: Second; Roll Call: TR: Yes; BW: Yes; SL: Yes; Motion Carried.
9:03:49 AM	Discussions	SL: Did you guys see that we had a couple of adoptions? (Inaudible). That's always a good thing. BW: I choked when I saw what we were paying in foster care again. I saw the other thing (inaudible) for Alvordton Wastewater. VH: Mm hmm. SL: Saw what from the Engineer? BW: $553,000. SL: They must be getting close to the end. BW: They've got to be getting close. SL: Are we holding you up on something? AR: I am just waiting for the okay. SL: For? AR: The next one. TR: I fell asleep, sorry. (Laughter) Okay, we're ready.
9:04:34 AM	Resolution 202	Supplemental Appropriation(s) for Auditor on behalf of Airport Authority and Job and Family Services; BW: Motion; TR: Second; Roll Call: TR: Yes; BW: Yes; SL: Yes; Motion Carried.
9:05:11 AM	Resolution 203	Entering into an Amended Technical Assistance Agreement – PY23 Lead Safe; BW: Motion; TR: Second; Roll Call: TR: Yes; BW: Yes; SL: Yes; Motion Carried.
9:06:16 AM	Resolution 204	Entering into a Service Agreement for Attendance Officer; BW: Motion; TR: Second; Roll Call: TR: Yes; BW: Yes; SL: Yes; Motion Carried.
9:07:28 AM	Resolution 205	Entering into a Technical Assistance Agreement for PY25 CDBG – Critical Program, Grant No. 25CI-1DA-24CDBG-19; BW: Motion; TR: Second; Roll Call: TR: Yes; BW: Yes; SL: Yes; Motion Carried.
9:08:19 AM	Resolution 206 (TABLED)	Entering into a Preventative Maintenance Agreement on behalf of EMS; BW: Motion. Discussion: SL: Service Agreement for the heart monitors? AR: Preventative maintenance and I think it is all of the Stryker equipment. BW: Because we have the. SL: Because we have all the Stryker equipment. So, we've got the. BW: Beds. SL; All the slips. And that's a two year? AR: One. SL: A one year, 16,000? AR: Correct. SL: To make sure they come in and check them if we need them checked? BW: Yeah, repair. Do any updates come with that too? Electronic updates to them, or mechanical updates? All that should be covered under that maintenance agreement. SL; Do we get that a lot? TR: Would we like to switch back on that and do our research before we approve

		that? Because I had, that seems excessive to me also, but I don't think, if it includes heart monitors I think it's a very good deal, but if it doesn't include heart monitors I think we should at least question. VH: I can get from; Jesse and I have been working on it. I can get from him a listing of everything that it covers. TR: What it covers. SL: Can we get a listing of what we had to do to them last year? AR: The listing is on there. VH: We didn't do it last year. That was one of the things they found that was missed. They've never been covered. So, this is adding those to be covered. BW: We've not done this before in the past is what you're saying? VH: Correct. TR: And we've purposely not done it until the equipment is getting older, and now that it's aging, but then, what's it cover? Because it's not going to cover batteries. It's not going to cover this and this and this and this. So, if it doesn't, if it covers a lot of things then it's like probably still okay. Because we put a couple batteries in, and we put, we've done some maintenance. There was a $300 hose that went on the other day. There's a motor leaking in the bottom of one of the load systems that I'm not positive ever got fixed. It was kind of a major thing that nobody could fix. So, there's been. AR: There is 9 items listed on the first page. SL: I'm just curious as to what our expenses have been, maybe the last three years. Have we spent 16? Have we had a service agreement in the past? TR: I don't think so, but back to. SL: So, my question is, how much have we spent on servicing equipment over the last 3 years? BW: Do we want to table this? SL: Let's table this until we get a little more information.
9:10:46 AM	Resolution 207	Entering into an LPA Federal Local-LET Project Agreement for County Road 13 Project; BW: Motion; TR: Second; Roll Call: TR: Yes; BW: Yes; SL: And this is for the, this is for the roundabout? TR: It's gotta be. SL; I thought they already, they did the study, it was $69,000 if I remember right. The State was going to pay 64 and we've got to pay 5, 000, right? BW: I think you are correct. SL: I'll tell you what, if we are going to get a roundabout you would think they would put it a mile to the west. Because that County Road 12 right there is deadly. A guy did get killed there not long ago. AR: So, Commissioner Lirot? SL: Yes; Motion Carried.
9:12:41 AM	Also Signed	AR: You have the Williams County Treasurer Monthly Inventory Report for March; Right of Way Permit for Toledo Edison and Charter; Budget Commission Amended Official Certificate of Estimated Resources for March; Credit Card expenditures for IT for April; Commissioners, Sheriff and Treasurer for May; Dog Warden Weekly Report for April 6th – 12th; Courthouse Permit for the bandstand for the Bryan City Band concerts through the summer; and then a Travel Request for the Treasurer to attend her Spring CTAO Conference. And then you also have a request from the Williams County Agricultural Society regarding their annual appropriation which is laid out in ORC 1711. TR: Is that $3,500? AR: $3,100? $3,200.
9:14:17 AM	BW	While we are signing, speaking of, if you don't mind if I have the floor President, working in the county right-of-ways. I had a call last week from one of the deputy sheriffs. They were getting several complaints about the people working

		in the right of ways putting in the fiber optics. They thought that was a concern that we should handle. I referred them to the Engineer's department. I called the Engineer and he said that Ron has been on it, Ron is holding them to the first, but I think people don't understand that they may think they are in their front yard, but they are actually in the right-of-way working. Because the right-of-way extends out into their yards and ditches. So, but they are, Ron is on that and Ron is making sure they hold to what they are supposed to be doing and keep their work within the realms of what the issues were. I explained to them we have signed hundreds of those because we are putting them in the whole county. But, of course, the sheriff is the one that gets the calls, so I did call back and left a message with the deputy. I did follow up with that and the sheriff, the Engineer's department was on it and will be taking care of it and we can direct any questions to them.
9:15:25 AM	SL/BW/TR	I have also had calls. I fact I went out last week. A guy called and said they are running this thing underneath my pine trees. They are 25 feet off the road. And I went out there and I was on the way home near my house. I got my tape measure out and I measured. He helped me measure. It's a 30 foot right of way on that particular road and they were right, within inches of back. The guy complained about the fact that they were running under his pine trees. The pine trees were 15 feet further back. BW: Well, what people don't realize if those pine trees in the right-of-way, they are in the right-of-way. We have the right to do this. But, you know. SL: Those weren't even in the right-of-way. And I get all done with that and he says well, I'm selling to the Amish anyway. And I'm not going to record what I said to him after that. (Laughter). TR: We did get another complaint about your misconduct. (Laughter). BW: As I said I wanted you guys to be aware of that. I am sure you will probably get some calls, etc. TR: Thank you.
9:16:34 AM	Comm	BW: Sheriff's worked on it and the Engineer is working on it. But I appreciate people (inaudible) their concerns. They said they had dozens of them. SL: Well, they are doing thousands of miles. TR: You're gonna have dozens of them with the county that they are covering. But it's still a great thing for Williams County. I mean, bringing fiber to every home is huge for our residents. And, if they make it affordable, and we still don't know if it's gonna be affordable. But supposedly this is the federal government's way of making this affordable to every home. BW: Right. TR: So, at the end of the day it will be a really good thing. SL: Well, it's going to leave you options that's for sure. Because we already have Verizon on our road and now, they are putting Spectrum down my road. There's three houses on my road and we've got all kinds of options now. BW: Well, but there used to be at one point and time a lot of them that don't have any options. SL: Yeah, we didn't have any. TR: I still don't have any at my house. (BW: Side conversation about signing documents). TR: Yeah, at my house I have no options. I have Starlink at $125 a month. It's really good. I'm happy with it. SL: Which house? TR: My Pioneer house. The Florida house is fine. It's got it right in front. SL: And the Angola? BW: Anyway. (Laughter). I just wanted to bring it up to your attention. Didn't mean to start a fight. (Laughter). TR: You just

		never know what is going to come out of your mouth when you say something, doesn't it?
9:18:00 AM	AR	That's all I have until your 9:30. TR: Well, that's plenty.
9:18:06 AM	RECESS	SL: Well, we stand in, if you guys have nothing else, we will go to Recess. BW: I don't, thank you. SL: We are in Recess.
9:27:50 AM	SL	All right we are back in session with and we are gonna go into executive.
9:27:57 AM	Executive Session	BW: I would like to make a Motion to go into Executive Session under Ohio Revised Code 121.22(G)(4), Collective Bargaining, and I would like the ladies from JFS to join as well as Vond. TR: Second. Roll Call: TR: Yes; BW: Yes; SL: Yes; Motion Carried.
10:37:55 AM	SL	Okay we are back in session and we are going to do a Bid Opening with MVPO. Lorenzo, you have the.
10:38:08 AM	SL	Oh, we came out of Exec with NO ACTION.
10:38:13 AM	SL	And now we are going into the bid opening.
10:38:16 AM	LZ	And this is the bid opening for the Montpelier East Main Street Waterline Project.
10:38:44 AM	Bryan Excavating	The first bid is Bryan Excavating. Bid bond is present. Their bid is $1,491,895. $1,491,895.
10:39:15 AM	LZ	It would probably be helpful if I told you the Engineer's estimate, I believe it was $1,941,000.
10:39:25 AM	S&S Directional Boring	And the next bid is S & S Directional Boring. Bid bond is present. And their bid was $1,761,806.30. $1,761,806.30.
10:41:06 AM	LZ	And I believe the addenda were acknowledged for both. And that is all, those are all of the bids.
10:41:27 AM	SL	Do they have a completion date on those?
10:41:33 AM	LZ	October 31st, 2026 is the, oh, wait, no. Sorry, it is August, 2027. August 31st, 2027.
10:41:46 AM	SL	Is that because of the CDBG?
10:41:50 AM	LZ	Yeah. That's the CDBG portion.
10:41:58 AM	SL/LZ	We haven't put a completion date to make sure that, I mean, if it can be done sooner? LZ: Yeah. SL: Because I know we ran into that problem over on 15.75 and we're gonna kinda be a little more attuned to that. Because, would that be, that's not gonna screw us out of CDBG money the next round is it? By leaving it that long?
10:42:13 AM	LZ	Even if the project goes past the CDBG funding, like after August, 2027, it would still hold up a spot, just because it's a big project. And I know they are

		using a lot of, or different funding sources, so it would, it really just depends on when the whole projects done.
10:42:33 AM	SL	Is there a penalty for not completing on that date?
10:42:41 AM	LZ	No, not necessarily as long as the CDBG portion is done then it would be good. It's just, it would still, we would have to wait until the entire project's done for the spot to re-open. If that makes sense.
10:42:50 AM	SL	It does and that is what we are worried about. Is the fact that we don't want to let these things drag on, or you know, out here they didn't even start until October, so there was no way. And that was such a small project. They should have been able to complete that last year. And it screwed us up for money this year, didn't it?
10:43:06 AM	LZ	Yea. I know Bryan, I know that they wanted to finish theirs pretty quickly. And they should, I believe they should probably start some time this year with that. So, I would imagine that by next year we would have a spot open and then, as well as the Pulaski Township one. We would have two spots open for next year.
10:43:27 AM	SL	So, we're probably not going to make a decision on that today, anyway, because you've got some double checking to do, right? I'd like to get back together with you and re-visit this.
10:43:34 AM	BW/SL	I am going to tell you Montpelier was up front with us and telling us they wouldn't get it done in the time because it is such a big project. SL: Right. BW: Jason, I believe you've been up front with us.
10:43:40 AM	Jason Rockey	There are four different funding sources and the last one that we applied for was, I forget which one was the last one. But, that is the earliest completion date of the four funding sources. So, I think CDBG might have even been longer. I think that is the OPWC funding date. We have to have it completed by then. CDBG would be even longer. But we are operating under the OPWC schedule for the completion date because that's the soonest.
10:44:23 AM	TR	I think to add on to what Scott's saying, what we've said, and I've said for a long time and really not gotten much traction until Scott showed up to be honest, is, is we're asking the contractors to get these projects done as soon as possible. Because it's just pays you in the future and because we can put another one on the books if we can get funding and we can go. And we are asking the villages too, and like Bart said, Jason was up front and said listen, our project's gonna get done. It's a big project and we are gonna have this funding and this funding and this funding. So, we think you are gonna be a two-year slot. Jason's world is taking a two-year slot, because it's just. But, it's not a half a million-dollar project like 15.75 it's absolutely ridiculous that we didn't hold their feet to the fire on getting that one done sooner. And probably different contractors would have got that done sooner. But we awarded it to, well we're going to. So, I think this board has gotta be stronger about, and Lorenzo has to hear this too. We're gonna be jerks about this in getting these damn projects done quicker to not tie up these spots. So, one way or another this is gonna happen. And I really

		appreciate Montpelier for saying listen, this is how it's gonna go. When we give them that we said we know? And it's a million and four project, right?
10:45:28 AM	SL	(Inaudible – several talking at once).
10:45:29 AM	BW/TR	Just this part. TR: Just this part of it.
10:45:32 AM	SL	They don't want it to drag out for an extra year if it doesn't have to.
10:45:35 AM	Jason/TR	And we already had design work done. TR: Yeah. JR: This was as shovel ready as we could get it. TR: Could get it. JR: We couldn't move it any faster than what we did with the funding sources that we sought. Now, you might have other ones that, in a smaller project, if you don't have a design, it's gonna take two years. Because design work takes six months.
10:45:58 AM	SL/JR	Well and that is something that would help make our decision on who's gonna get the money. JR: Do you have your design? SL: Do you have your design ready? You've done a great job of that and we appreciate that.
10:46:08 AM	TR	And when we are putting these bid packets together, and I think the contractors can help us too, to understand, what do we gotta put in the contracts to help you help us. You know, should we put tighter, because when we put this out for bid, we didn't say a timeline. Or did we? For the guy from Bryan Excavating. Sorry, I don't know your name. No?
10:46:28 AM	Tony Hoeffel	I don't think so. I mean, the only date we've ever had was October 31st of '27. That's what they've always said.
10:46:38 AM	TR	That is what you would say your completion date should be before that?
10:46:44 AM	Tony Hoeffel	No, our date is October 31st of '27. And that's what OPWC said right at the beginning.
10:46:54 AM	BW	The other funding (inaudible). TR: Right. The other funding has to be done by then.
10:46:58 AM	LZ	CDBG is the end of August '27, yeah.
10:47:02 AM	Jason	We did try, we were hoping to have this bid opening two months ago, but it was a state agency on one of the funding sources. They said we had been granted, but we didn't have an agreement from the state saying that they, we had a verbal that we had received the funding, but we didn't have the actual grant agreement. So that delayed us another two months right there. And that's another thing.
10:47:25 AM	LZ	And that is a (inaudible).
10:47:26 AM	Jason Rockey	And Montpelier can't control, Maumee Valley couldn't control that. It's out of the local, out of our local hands, and that comes from the state.
10:47:34 AM	SL	If we knew that there are people we know at the state that we could possible call and put some pressure on as well. If we know about it, we can at least try to help. I'm not saying they're gonna listen to us, you know, but.

10:47:48 AM	Tony Hoeffel	The holdup was the environmental study, which I don't understand why. They said they had it done before December and it took four months for us to get it in writing. We can't predict this.
10:48:01 AM	SL	Yeah. I think what we need to do as a local government and work together so that we can, you know.
10:48:17 AM	TR	And work with our contractors. I mean, Lingvai's always done a great job on getting these projects done, so, it's never been them with the hold up. It's just, but how do you help us on what we write in and how do we, because the more we do the more funding we get and the bigger pie that we get out of the state of Ohio. That's what I think we're trying to do is just draw down more money from the State of Ohio. And when we miss one of those slots, like we potentially are with this 15.75 project, I mean, it costs some contractor that's gonna get awarded a bid of a half a million dollars. We didn't bring in an extra half a million dollars this year because of that one being drug down.
10:48:40 AM	SL	And that's probably my fault because I am the new guy and I didn't understand how all this works. But, the more I'm around it the more important it is. Like, if I would say when are you guys gonna start, or when are these guys gonna start, we don't have to take the lowest bid if we could look at the whole long term.
10:48:58 AM	TR	And start writing that in the contracts that, you know, the person that puts the completion date sooner may get the contract awarded. We encourage our bidders to put shorter time lines on it, when the realistic time is, but then you've got the state of Ohio to worry about too.
10:49:15 AM	SL/TR	Even if somebody says we're $100,000 cheaper, but we're gonna lose out on $500,000 because I'm gonna take twice as long. TR: Right. SL: That's a bearing in my mind.
10:49:25 AM	SL	All right. Anything else?
10:49:28 AM	Comm	SL: thank you. BW: Appreciate it.
10:49:43 AM	RECESS	SL: We stand in Recess.
10:53:41 AM	SL	Okay we are back in session and we are here with Kellie Gray, Williams County Treasurer for a quarterly investment report. You have the floor Kellie.
10:53:51 AM	Kellie	All right, thank you. So, you guys have the agenda and minutes right in front of you, so, if you'd like to review those and a motion to approve unless you have any questions. BW: So, moved to approve minutes; TR: Second; KG: All in favor: TR: Aye; BW: Aye; SL: Aye; Motion Carried.
10:54:40 AM	KG	Okay. So, first quarter investment movement we had just (inaudible) that moved, or renewed. It's just, it was at F M and we just stayed because the rate, there's not hardly any change in rates as far as when I reached out to the other banks. So, it wasn't worth the time for just like minimal rate increase. So, interest earned, and you can see there the interest paid out, the estimated interest paid out. So, it's a little less than last year but the rate is less too, so like last year at this time 4.45, now it's 3.75. The year before that it was 5.46. So, you can see

		how that's gonna, and it's all based on balances in any of those funds. So, if those go down it's going to affect that ultimate payout as well. So, rates right now on our money market, you know, they're about 3.75 so that's pretty good. The feds met and they did not do anything with the rates. They are currently still about 3-1/2 to 3-3/4, so that's a good thing. We should be able to maintain the rest of our money market at over 3 I would say for the rest of the year, so that's good. And that's kind of what we estimated interest to do anyway. So, and then by department it's just broken down there for first quarter 2026. So that would be, and again, that's all based on their balances that are in the, in those funds. So, not really a whole lot going on the first quarter as far as, just that little, just that 5 million that we renewed at F&M. Rates haven't really changed a whole lot which is great. Do you have any questions?
10:56:08 AM	SL	What is the Hillside replacement?
10:56:14 AM	KG	That's just, that's one of the funds. I am not sure what they use it for. That would be a Vickie question.
10:56:19 AM	TR	I am going to guess replacement has to do with the loan, that we have to have that money, the last payment for that loan that we have and I'm gonna guess. I'm pretty sure that's right.
10:56:30 AM	SL	We've got the activity fund. That made $7,000.
10:56:41 AM	KG/SL	That higher interest has helped them. That's been over the last few years for sure. It's all based on balance, but, and rate, but, it's considerably better than what it was. SL: Four County Solid Waste Management made $17,000?
10:57:09 AM	COMM	BW: We're carrying a million dollars in that account. Because all four counties are involved. So, it has paid us to house that account for them. SL: Is that, that's the money that we get for recycling? There's a million bucks in there? BW: That's all four counties, not just ours. SL: Right.
10:57:19 AM	KG	So, next meeting if you want, I can bring the breakdown of those departments so you can see what their balances are from basically December 16th because that's when the year ends from the audit side, or begins. So, December 16th starts that spreadsheet, so then you can kinda get an idea of how balances really flow through. BW: Look at the last year, couple years on it too, so we can see that. Okay, that would be great.
10:57:54 AM	SL	How many of these funds go back to their actual fund and how many go into the general? Do these all go back to the fund that they (inaudible).
10:58:03 AM	KG	These are the only ones that we, that are outside the general fund with that interest. That's why these are broken out.
10:58:11 AM	SL	I don't see the maintenance, ditch maintenance fund in here. Don't, doesn't that go?
10:58:19 AM	KG	No. That one is not one that has been deemed that I have to track.

10:58:35 AM	KG	When I bring the breakdown next time, it will be a lot better. I mean, you'll be able to understand the balances.
10:58:38 AM	SL	You can probably print it smaller too, if you have the opportunity to do that. (Laughter).
10:58:45 AM	KG/BW	I can see it okay. BW: Print that about 4.4. KG: I will make one special for Scott.
10:58:53 AM	TR	Anything else you'd like to cry about Commissioner Lirot?
10:58:56 AM	KG/SL	Any other requests? SL: Not at this point. KG: That I can accommodate?
10:59:03 AM	SL	I would like you to pick out some carpet squares. KG: Okay.
10:59:08 AM	KG	So, any other questions, concerns? I mean, rates are kinda just hanging in there. TR: Keep up the good work.
10:59:16 AM	SL	Are you guys all good?
10:59:22 AM	KG/BW	Okay. Motion to Adjourn: BW: Motion; TR: Second. KG: Got it. Okay, thank you. BW: Thanks for coming. (Kellie's meeting is adjourned).
10:59:30 AM	Resolution 208	AR: So, I have resolution 208 which is the Maumee Valley Project in Stryker. They sent over their recommendation to award it to L & T Painting. So, this is the recommendation and hereby awards the quote for the Stryker elevated water tower and control panel replacement project to L & T in the amount of $588,800. BW: Motion.
11:00:15 AM	Discussion	TR: I'd like to pause that one for a minute. After we had a big long discussion about, this is where you put in what the completion date is. And, have you looked at that because we talked about that with you. VH: Yes. So, this is an award. But we now are going to draft the contract that puts a completion date in. This is just. TR: So, you're not gonna do it here? SL: How many people bid on it? AR: Three. VH: We have the bid tab sheet you should have. AR: (Inaudible) Construction, Viking Painting and L & T Painting. BW: And this went under Critical Infrastructure, right?
11:00:28 AM	VH/BW/AR	And Stryker did the bid opening. You didn't open. You should have opened. It should have been here. They did it wrong. They had a new engineer that was the engineering company for the village, so he held the bid opening there. TR: But you will award it with the stipulation you are going to get it done by this date. BW: On the contract. AR: It will be in the contract.
11:00:47 AM	TR/VH/BW	TR: On the contract. So, just because we award it here doesn't mean it's really done? VH: Correct. BW: Until we sign the contract. TR: (Inaudible – several talking) the bid.
11:00:55 AM	SL	I mean, that might be something that you would want to award it, like I said, if they're going to take two years and these guys are gonna take a year, I'm not gonna award it to these.
	VH	Well, so, that's why you should of had the bid opening here. And then you should have had the bid specifications here, because all that gets drawn up before

		you go to bid. Because that does in fact affect their bidding price. Because if you give them a shorter window, they may have to throw more guys at it which drives up their cost. I mean, it's a whole, they're all related. So, at this point the village opened the bid. I talked to the prosecutor. She said you can make the award even thought you didn't open it, but you are the one signing the contract, and we will specify and stipulate in the agreement, after looking at the spec and see what they bid to see if it had a completion date. I just don't know because we don't have the specifications. SL: My guess is they don't. VH: But when it comes to contract time, have the Notice to Proceed and the completion date spelled out. Then if he chooses not to sign the contract, then he chooses not to sign.
11:02:11 AM	SL/VH	Then we start over the whole bidding process. VH: Then you start over, yes. Then you start over. SL: And then we've got another delay.
11:02:12 AM	VH	And then you've got another problem, yes. That's a fact. I did verify that they used Davis Bacon wage rates. Because that was another thing because they didn't do it right on the bid opening and I thought well maybe he didn't do it right on the spec. But they confirmed yes, they used Davis Bacon.
11:02:28 AM	BW	If I remember right, Stryker was the only one that applied for the critical infrastructure on that round.
11:02:37 AM	VH	Correct. They were the only one. Yes.
11:02:40 AM	TR	I still don't like the way this feels. It feels to me like somebody should pick up the phone and call this contractor and pre-negotiate are you willing to do this? If we put on this date can you have it done by here? I'm planning on doing this. And if he says no, then we'll award it to the next one tomorrow. I mean, we can go ahead. I don't see any reason to wait and wait and wait and wait. Make sure this contractor on board with it and then bring it to us that says, okay.
11:03:11 AM	VH	I am happy to have you pause it and pull the spec. Try and get my hands on the spec and see what it said. It may say all that. I agree, it probably doesn't.
11:03:17 AM	TR	I would guarantee you it doesn't. I have only bitched about this for 9 years, so, you know, at least once now I may be trying to get some headway on this. So, if we can get our heads wrapped around it, then we can move forward with it. Unless pausing it here slows us down.
11:03:39 AM	VH/SL	VH: Whether it's. SL: And we can do this Thursday. VH: Yeah, right, whether it's today or Thursday. We will have, I'll have answers by Thursday.
11:03:40 AM	SL	Okay, so we are tabling it?
11:03:44 AM	BW/TR/VH	Didn't have a second. TR: Yeah, okay, perfect. Thank you. VH: That is correct.
11:03:56 AM	VH	I do have an update for you on the Stryker maintenance from EMS that we talked about earlier. I talked with Kyle and Jesse both. So, you have a $6,000 maintenance agreement and he said you're probably the only one that remembers, and it is what he described. They touch it, they look at it, they check bearings, they grease things, whatever, to keep it fully functioning. This replaces the $16,000, replaces the 6, and it puts every item that the EMS

		department has under this maintenance program. And it still, in looking at it, if it's broken you will get another fee to fix it. It doesn't make that go away. We don't change how we are doing that. We just add more items that they are going to look at.
11:04:41 AM	TR	Heart monitors are included?
11:04:42 AM	VH	Heart monitors are included in this.
11:04:44 AM	BW	And they still, is that an annual maintenance? They come do the greasing and?
11:04:46 AM	VH	Yes. That is correct so it goes up 10 grand from the 6 that we had.
11:04:53 AM	BW	We are covering our electronics rather than just the mechanical stuff.
11:04:55 AM	TR	But it's not paying for anything. VH: It isn't. TR: All it's doing, and the electronics they're not doing anything to the electronics. They plug it in and checking it.
11:05:03 AM	VH/TR	Every item that we added since you originally had that concept however many years ago. TR: Lucas devices? So, those Lucas devices would be a Stryker unit? VH: Right. So, they weren't covered under this original agreement and so they.
11:05:24 AM	BW	But again, if we are going to be charged to fix it why do we have an agreement?
11:05:25 AM	VH	Well, you don't know until it breaks. (Inaudible – all talking).
11:05:28 AM	SL	They are promising to fix it at that point or what? I mean, is there a?
11:05:32 AM	TR	Then they give you an estimate to fix it. VH: Yes.
11:05:39 AM	SL	It seems to me that if it's broke we call them and then they fix it. But we don't know if it's broke (inaudible)?
11:05:41 AM	VH	That is what the preventative maintenance does.
11:05:46 AM	TR	So, when you do preventative maintenance on a furnace, right? You can have a preventative maintenance on a furnace. The guy comes out and greases it and blows it out and cleans the coil and all that stuff. They are trying to sell it to us on that same premise.
11:05:54 AM	SL	But then they charge us to come out and do that. TR: Well, if your guy. SL: What they are guaranteeing is they will come out and do it?
11:05:59 AM	TR	Well, if your guy does it on a furnace and he notices that the thermal coupler is bad, he's gonna charge you for the thermo coupler and putting it in, right? He's come out for routine maintenance, but then he's gonna charge you to fix it. I guess let's do, let's cover this in the next EMS meeting. Because I don't like spending $16,000 on something that feels like it's almost nothing. They're sold on it, but I think it's our job to push it back.
11:06:26 AM	VH	So, we're, okay so, currently Stryker is on hold. I'll have them just bill us the six grand like the agreement currently reads and have them look at the stuff that they are normally looking at and then we'll figure it out. (Inaudible – all talking).

11:06:42 AM	TR	I am not even sure I want the 6,000.
11:06:46 AM	BW	If we are under contract we don't have a choice. We signed a contract to pay them $6,000? VH: That's what Jesse said. TR: We already signed that? No, we haven't signed the $6,000 one.
11:06:56 AM	AR	Has that one expired? Because that one's already standing.
11:07:02 AM	TR/AR/SL	That one's standing and expired. AR: Did it expire? TR: I mean, by next week we'll, by Thursday we'll know, so. SL: What do we have to sign if it's not expired?
11:07:06 AM	VH	This one's replacing that agreement is what Jesse said.
11:07:10 AM	TR	I guess I would like to hear their sales pitch, so, I'll go out and talk to them. Sit down and talk to them and try to hear their sales pitch. Or maybe we, we'll figure it out Thursday.
11:07:22 AM	SL	Anything else?
11:07:26 AM	Comm	BW: I have nothing, thank you. SL: Terry? TR: Nothing.
11:07:29 AM	ADJOURNED	SL: We stand Adjourned.

WILLIAMS COUNTY COMMISSIONERS

APPROVED: Scott Lirot   Bartley E. Westfall   Terry Rummel

Scott A. Lirot, President   Bartley E. Westfall, Vice-President   Terry N. Rummel, Member

ATTEST: Anne M. Retcher   Robin R. Kemp

Anne M. Retcher, Clerk   Robin R. Kemp, Deputy Clerk

RESOLUTION 26-0199

COUNTY COMMISSIONERS' OFFICE
WILLIAMS COUNTY, BRYAN, OHIO
April 21, 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, Yes Bartley E. Westfall, Yes Terry N. Rummel, Yes

Commissioner Westfall 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 April 9, 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 Rummel seconded the motion.

The vote upon adoption resulted as follows:

Mr. Scott A. Lirot, Yes

Mr. Bartley E. Westfall, Yes

Mr. Terry N. Rummel, Yes

WILLIAMS COUNTY COMMISSIONERS

Scott Lirot
President of the Board of Commissioner

Vice-Pres of the Board of Commissioners

Member of the Board of Commissioners

RESOLUTION 26-0200

COUNTY COMMISSIONERS' OFFICE
WILLIAMS COUNTY, BRYAN, OHIO
April 21, 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, Yes Bartley E. Westfall, Yes Terry N. Rummel, Yes

Commissioner Westfall 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 Rummel seconded the motion.

The vote upon adoption resulted as follows:

Mr. Scott A. Lirot, Yes

Mr. Bartley E. Westfall, Yes

Mr. Terry N. Rummel, Yes

WILLIAMS COUNTY COMMISSIONERS

President of the Board of Commissioners

Vice-Pres of the Board of Commissioners

Member of the Board of Commissioners

RESOLUTION 26-0201

COUNTY COMMISSIONERS' OFFICE
WILLIAMS COUNTY, BRYAN, OHIO
April 21, 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, Yes Bartley E. Westfall, Yes Terry N. Rummel, Yes

Commissioner Westfall 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 Rummel seconded the motion.

The vote upon adoption resulted as follows:

WILLIAMS COUNTY COMMISSIONERS

Mr. Scott A. Lirot, Yes

President of the Board of Commissioners

Mr. Bartley E. Westfall, Yes

Vice-Pres of the Board of Commissioners

Mr. Terry N. Rummel, Yes

Member of the Board of Commissioners

RESOLUTION 26-0202

COUNTY COMMISSIONERS' OFFICE
WILLIAMS COUNTY, BRYAN, OHIO
April 21, 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, Yes Bartley E. Westfall, Yes Terry N. Rummel, Yes

Commissioner Westfall 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 Auditor on behalf of Airport Authority

From:	9047-90-110-506030	Air Repairs-Equipment	$715.40
To:	9047-90-110-506015	Air Advertising	$715.40

Reason: Payment for invitation to bid ad in newspaper – rehabilitate apron b project

Department: Williams County Job and Family Services

From:	2072	Unappropriatied	$500.00
To:	*2072-45-301-509001	CSEA Other Expense Recoupment	$500.00

*Reason: *New Line; Transfer to New Line for Recoupment*

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 Rummel seconded the motion.

The vote upon adoption resulted as follows:

Mr. Scott A. Lirot, Yes

Mr. Bartley E. Westfall, Yes

Mr. Terry N. Rummel, Yes

WILLIAMS COUNTY COMMISSIONERS

President of the Board of Commissioners

Vice-Pres of the Board of Commissioners

Member of the Board of Commissioners

VOL 165 PAGE 435

RESOLUTION 26-0203

COUNTY COMMISSIONERS' OFFICE
WILLIAMS COUNTY, BRYAN, OHIO
April 21, 2026

In the Matter of
Entering into an Amended Technical
Assistance Agreement – PY23 Lead Safe

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

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

Commissioner Westfall moved adoption of the following resolution:

WHEREAS, on January 16, 2024, Resolution 24-0060 was passed approving the PY2023 Lead Safe Ohio Program Grant Agreement for grant funding in the amount of $244,000.00; Term: December 1, 2023 to April 30, 2026 and

WHEREAS, Maumee Valley Planning Organization (MVPO) submitted to the Williams County Commissioners an Agreement for Technical Assistance Amended between the Board of County Commissioners, Williams County and MVPO for amended funding and amended term: December 1, 2023 to August 31, 2026 as described in the attached agreement; therefore

BE IT RESOLVED, by the Board of Williams County Commissioners we do hereby approve the amended agreement as set forth above and attached. A copy of the Amended Agreement will be on file with MVPO; 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 Rummel seconded the motion.

The vote upon adoption resulted as follows:

Mr. Scott A. Lirot, yes

Mr. Bartley E. Westfall, yes

Mr. Terry N. Rummel, yes

WILLIAMS COUNTY COMMISSIONERS

Scott Lirot
President of the Board of Commissioners

Vice-Pres of the Board of Commissioners

Terry
Member of the Board of Commissioners

AGREEMENT FOR TECHNICAL ASSISTANCE
AMENDED

THIS AGREEMENT, made and entered into on the 21st day of ~~March 2024~~ April, 2024, by and between the BOARD OF COUNTY COMMISSIONERS, WILLIAMS COUNTY, BRYAN, OHIO hereinafter called the "COUNTY" and MAUMEE VALLEY PLANNING ORGANIZATION of 1300 East Second Street, Suite 200, Defiance, Ohio 43512, hereinafter called the "CONSULTANT", WITNESSETH THAT:

WHEREAS, the COUNTY desires assistance in the administration of funds available under the COUNTY'S PY2023 **AMENDED** LEAD SAFE OHIO PROGRAM, STATE OF OHIO STATE AND LOCAL FISCAL RECOVERY FUND (SLFRF),
Grant Number LED-2023-202438.

WHEREAS, the COUNTY desires to engage the CONSULTANT to render certain technical advice, assistance, and services in connection with activities carried out under the approved grant of funds.

NOW THEREFORE, the CONSULTANT proposes to provide the following technical services to the COUNTY.

I. SCOPE OF SERVICES

The scope of services to be performed under this Agreement by the Consultant is described in the attached Appendix A, which is incorporated by reference as though fully set forth herein.

II. LOCAL GOVERNMENT REPRESENTATIVE

Anne Retcher, Clerk of Williams County Commissioners, will be the Local Government Representative responsible for oversight of the Consultant. The Local Government Representative will review the status reports submitted by the Consultant. The status report will consist of a written report of the program's progress to date. If the Local Government Representative observes or otherwise becomes aware of any defective work or other fault or defect in the Program, prompt notice thereof shall be given to the Consultant.

III. RECORD KEEPING REQUIREMENTS

The Consultant shall keep all documentation to support each activity in a manner allowing it to be readily located and available for the County, its duly authorized Local Government Representative or any person, agency, or instrumentality support to the work undertaken hereunder, with access to and the right to examine any records of the Consultant involving transactions related to this Agreement.

IV. TIME PERFORMANCE

Services to be performed in relation to the Program Year 2023 **AMENDED** Lead Safe Ohio Program, State of Ohio State and Local Fiscal Recovery Funds (SLFRF) will be executed as follows:

Item-A: Administrative Services – Services will commence upon execution of the Grant Agreement and will be completed following the preparation of the final performance report.

V. TERMINATION OF AGREEMENT

The Agreement may be terminated by either party for just cause after thirty (30) days written notice to the party. All outstanding charges for services shall be paid to the Consultant on/or before such time as the Agreement shall terminate.

VI. COMPENSATION

In consideration of the services rendered by the Consultant under the provisions of the Agreement, the County agrees to provide the following compensation. Amounts presented below represent all funds from the approved activities as listed in **AMENDED** LED-2023-202438 Appendix A and Appendix B of the Grant Agreement and will be paid directly to the Consultant.

A. Compensation billing schedule per activity:

General Administration – The total general administration fee for the program is $24,400. The amount of $6,100 shall be invoiced on May 1 and November 1, 2024, and on May 1 and November 1, 2025. ($6,100 x 4 = $24,400)

AMENDED General Administration – The total ADDITIONAL general administration fee for the program is $10,000. This amount shall be invoiced in 2 quarterly payments of $5,000.00 each.

In no case shall the total compensation exceed the grant funds available, as listed on Appendix A of this Agreement, or as amended by the State of Ohio with the Grantee and renegotiated with the County.

In addition, the soft cost fee schedule shall be in effect for each property utilizing the Lead Safe Ohio program as per Appendix B attached.

Compensation will be considered earned based on the completion of the task required, regardless of the expenses incurred. Compensation for additional responsibilities, if applicable, will be addressed through a separate written amendment to this Agreement.

VII. AMENDMENTS

This Agreement may only be amended in writing signed by the parties. This constitutes a complete Agreement and any verbal or other correspondences shall have no binding effect.

VIII. ASSIGNMENT

The work to be performed in this Agreement may not be assigned or transferred to another party without the written consent of the County.

IX. NONDISCRIMINATION

The Consultant shall comply with Title VII of the Civil Rights Act of 1968, Title VI of the Civil Rights Act of 1964, and the regulations and requirements pursuant thereto; and Executive order 11246 and 11063.

X. DISPUTE RESOLUTION PROCEDURES

If a dispute arises out of or relates to this Agreement, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation before resorting to arbitration, litigation, or some other dispute resolution procedure.

XI. CONFLICTS OF INTEREST

No personnel of the Consultant who exercises any function or responsibilities in connection with the review or approval of the understanding or carrying out of such work, shall, prior to the completion of said work, voluntarily acquire any personal interest, direct or indirect, which is compatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out of said work.

Any such person who acquires an incompatible or conflicting personal interest, on or after the effective date of this contract, or who involuntarily acquires any such incompatible or conflicting personal interest, shall immediately disclose his or her interest to the County in writing. Thereafter, he or she shall not participate in any action affecting the work under this contract, unless the State shall determine that, in the light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.

The County and Consultant hereby agree to the full performance of the covenants as of the date of the Grant Period tentatively beginning March 5, 2024, or as stated in the LED-2023-202438 Grant Agreement.

BOARD OF COUNTY COMMISSIONERS
WILLIAMS COUNTY

By:____________________
Scott Lirot, Commissioner

By:____________________
Bartley E. Westfall, Commissioner

By:____________________
Terry N. Rummel, Commissioner

ATTEST:____________________
Anne Retcher, Clerk

MAUMEE VALLEY PLANNING
ORGANIZATION

By:____________________
Dennis Miller, Director

ATTEST:____________________
Mary Hall, Fiscal Officer

APPROVED AS TO FORM:

____
Attorney

Date: 4/9/26

ORIGINAL AUDITOR'S CERTIFICATE

Certificate of Available Funds
RC 5705.41

The amount required to meet the attached Technical Assistant Agreement for the Fiscal Year 2023 State of Ohio State and Local Fiscal Recovery Funds (SLFRF) Lead Safe Ohio Program or, in the case of continuing contract to be performed in whole or in part in an ensuring fiscal year the amount required to meet the obligation in the fiscal year in which the contract is made, has been lawfully appropriated for such purpose and is in the treasury or in process of collection to the credit of the appropriate funds,

No. T63 – L23-0240, in the sum of $24,400.00, free from any previous encumbrances.

Dated: March 11, 2024 By Vickie L. Dimm
Auditor

ADDITIONAL

Certificate of Available Funds
RC 5705.41

The amount required to meet the attached Technical Assistant Agreement for the Fiscal Year 2023 State of Ohio State and Local Fiscal Recovery Funds (SLFRF) Lead Safe Ohio Program or, in the case of continuing contract to be performed in whole or in part in an ensuring fiscal year the amount required to meet the obligation in the fiscal year in which the contract is made, has been lawfully appropriated for such purpose and is in the treasury or in process of collection to the credit of the appropriate funds,

No. T63 – L23-0240, in the sum of $10,000.00, free from any previous encumbrances.

Dated: April 13, 2026 By Vickie L. Grimm
Auditor

APPENDIX A
WORK PROGRAM

Maumee Valley Planning Organization shall be responsible for the administration of the PY2023 Lead State Ohio Program via State of Ohio State and Local Fiscal Recovery Funds (SLFRF) Grant. Maumee Valley Planning Organization shall provide the following services:

General Grant Management Services

- review and respond to correspondence received from the Ohio Development Services Agency, Office of Community Development
- conduct an environmental review
- create and manage grant files
- complete all required reports
- provide information for all required audits
- maintain grant files for four years following grant close-out

Fiscal Services

- maintain financial records according to Federal and State regulations
- prepare drawdown requests
- prepare pay requests to be processed by the local community

Construction Management Services

- prepare bid documents (exclusive of project plans and specifications)
- competitively bid projects
- prepare contract documents
- conduct preconstruction conference
- document that projects have been completed to all parties satisfaction
- serve as the labor compliance officer

Fair Housing Services

- develop fair housing materials such as informational brochures, flyers etc.
- intake and evaluate all referrals relative to fair housing claims and/or concerns
- carry out all activities identified in the Training Program and Fair Housing Outreach Program

ORIGINAL

PY 2023 Lead Safe Ohio

Attachment A: Scope of Work and Budget

Grantee Information	
Grantee	Williams County
Address	1 Courthouse Square Bryan, OH 43506
County(ies)	Williams
Phone	(419) 636-2059
UEIN	UMHAVA9LJRG3

Grant Information	
CFDA	21.027
Program	Lead Safe Ohio
Grant Number	LED-2023 - 202438
Grant Award	$244,000

Grant Dates	
Award Date	12/1/2023
Milestone #1: 50% funds obligated	3/31/2024
Milestone #2: 90% funds obligated	5/31/2024
Claw Back for Reallocation	7/1/2024
Work Completion Date	2/28/2026
Final Draw Date	3/31/2026
Final Report Due	4/30/2026

Project Description

Lead Safe Ohio Program has provided funding for construction activities for homes, congregate care settings, and childcare facilities built before 1978, with an emphasis on work in high-risk zip codes and Ohio's low to moderate income populations. Funds can be utilized for lead safe renovation, lead abatement and mitigation activities, and purchase of equipment such as XRF analyzers and HEPA-vacs. The breakdown of budgeted program activities is detailed in the table below.

Awarded Program Budget

Budget Category	Category Cost
Lead Safe Renovations (LSR)	$168,600
Lead Abatement	$50,000
Lead Cleaning Only	$0
Equipment	$1,000
Administration	$24,400
Total Awarded:	**$244,000**

PY 2023 Lead Safe Ohio

Proposed Outcomes		
Property/Equipment Type	**Budget**	**Projected Outcomes**
Owner Occupied	$168,600	4
Renter Occupied	$50,000	1
Childcare Facilities	$0	0
Congregate Shelters	$0	0
XRF	$0	0
HEPA-vac	$1,000	1

Signature
Each of the parties has caused this Grant Agreement to be executed by its authorized representatives as of the dates set forth below their respective signatures.

Grantee: Williams County	**Grantor:** State of Ohio Department of Development
Authorized Official	By:
Printed Name: Bartley E. Westfall	Printed Name:
Title: President	Title:
Date: 1-25-24	Date:

AMENDED

FIRST AMENDMENT
TO
GRANT AGREEMENT

This First Amendment to Grant Agreement (this "**Amendment**") is made and entered into, effective as of the latest date of signature below (the "**Effective Date**"), by and between the **State of Ohio, Department of Development** ("**Grantor**"); and **Williams County** ("**Grantee**"). This Amendment shall have a Control Number of LED-2023 - 202438A.

RECITALS

WHEREAS, Grantor and Grantee entered into that certain Grant Agreement, dated effective as December 1, 2023 with a Control Number LED-2023 - 202438 (the "**Original Agreement**");

WHEREAS, Grantee has successfully administered the grant pursuant to the Original Agreement and have indicated capacity to provide additional services in their Project Pipeline report;

WHEREAS, pursuant to Section 24(f) of the Original Agreement, the parties wish to amend the Original Agreement in order to increase the total amount of Grant Funds to account for the increased service capacity and extend the Term;

WHEREAS, Grantor has determined that the increased amount of Grant Funds would not substantially alter the existing Scope of Work of the Original Agreement and the additional funds would be utilized within the appropriate expenditure category;

NOW, THEREFORE, in consideration of mutual benefits and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties, intending to be bound, hereby agree as follows:

1. Amendment to Introductory Paragraph: The Introductory Paragraph on Page 1 of the Original Agreement is deleted in its entirety and replaced with the following:

   This Grant Agreement (the "Agreement") is made and entered into between the State of Ohio, Department of Development (the "Grantor") and **Williams County** (the "Grantee"), for the period **12/1/2023 to 8/31/2026.**

2. Amendment to Section 1: Section 1 of the Original Agreement is deleted in its entirety and replaced with the following:

   Award of Grant Funds. Grantor hereby grants funds to Grantee in the amount of $344,000 (the "**Grant Funds**"), for the sole and express purpose of providing for the performance of the program listed above and undertaking the Project(s) as listed in **Attachment A: Scope of Work and Budget**, which is attached hereto, made a part hereof, and incorporated herein by reference. The award of the Grant Funds shall be contingent upon the special conditions set forth in **Attachment B: Program Requirements**, attached hereto, made a part hereof and incorporated herein by reference, which must be complied with in full.

3. Amendment to Attachment A: Amended Scope and Budget: The following sections within the Grant Information and Grant Dates tables in Attachment A of the Original Agreement are both hereby deleted in their entirety and replaced with the following:

Grant Information	
CFDA	21.027
Program	Lead Safe Ohio
Grant Number	LED-2023 - 202438
Original Grant Award	$244,000
Total Grant Award	$344,000
Amendment Number	1

Grant Dates	
Work Completion Date	6/30/2026
Final Draw Date	7/31/2026
Final Report Due	8/31/2026

4. This Amendment will become a part of the Original Agreement on the Effective Date. All other terms and conditions in the Original Agreement remain in full force and effect and are binding on the parties. This Amendment and the Original Agreement set forth the entire understanding between the parties as to the subject matters herein, and in the event there are any inconsistencies between the two documents, the terms of this Amendment control.

5. Counterparts; Electronic Signatures. This Amendment may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Copies of signatures sent by facsimile transmission or provided electronically in portable document format ("PDF") shall be deemed to be originals for purposes of execution and proof of this Amendment.

[*signatures on following page*]

IN WITNESS WHEREOF, the duly authorized representatives of the parties have duly executed this Amendment as of the dates set forth below.

GRANTEE:	GRANTOR:
Williams County	**State of Ohio** **Department of Development** Lydia L. Mihalik, Director
By: E-SIGNED by Scott Lirot on 2026-03-16 09:38:25 EST	By: E-SIGNED by Patrick Smith on 2026-03-16 14:55:05 EST
Print: Scott Lirot	Print: Patrick Smith
Title:	Title: Chief, Community Services Division
Date:	Date: 2026-03-16 14:55:05

LED-2023 - 202438A

Grantee: Williams County
Grant Number: LED-2023-202438
Date: 03/23/2026

Activity Type	Current Amount	Change Request
Lead Safe Renovations (LSR)	$ 171,220.00	$ 209,662.00
Lead Abatement	$ 48,380.00	$ 99,938.00
Lead Cleaining Only		
Equipment		
Administration*	$ 24,400.00	$ 34,400.00
Total	$244,000.00	$344,000.00

*Administration cannot be more than 10% of total expended amount

APPENDIX B

Appendix B

2023 Fee Schedule for Lead Safe Ohio

Task	Fee
Intake/Inspection - Includes initial phone call, sending out pre-application and initial inspection by housing technician	$200.00
Full Application Process	$150.00
Risk Assessment*	$250.00
Spec Writing/Bid Round Walk Throughs	$500.00
Contract Contract Signing, Bid Tabs, Interim Inspection (Lead), Job Completion File Check	$500.00
Clearance	$250.00
Relocation - Administration/Meals/Hotel expense**	Current General Administration Services (GSA) rates
TOTAL	**$1,850.00** *Plus relocation/meals (if applicable)*

*Risk Assessment performed by ODH
**See current General Administration Services (GSA) rates

RESOLUTION 26-0204

COUNTY COMMISSIONERS' OFFICE
WILLIAMS COUNTY, BRYAN, OHIO
April 21, 2026

In the Matter of
Entering into a Service Agreement

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

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

Commissioner Westfall moved adoption of the following resolution:

WHEREAS, Williams County Common Pleas Court, Juvenile Division submitted to the Williams County Commissioners a Service Agreement between the Williams County Commissioners, Williams County Common Pleas Court – Juvenile/Probate Divisions for Attendance Officer for school year 2026/2027; Term: August 1, 2026 to June 15, 2027 as further described in the attached agreement; therefore

BE IT RESOLVED, by the Board of Williams County Commissioners we do hereby approve the agreement as set forth above and attached. A copy of the Agreement will be on file with Juvenile/Probate Division; 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 Rummel seconded the motion.

The vote upon adoption resulted as follows:

Mr. Scott A. Lirot, Yes

Mr. Bartley E. Westfall, Yes

Mr. Terry N. Rummel, Yes

WILLIAMS COUNTY COMMISSIONERS

Scott Lirot
President of the Board of Commissioners

Vice-Pres of the Board of Commissioners

Member of the Board of Commissioners

VOL 165 PAGE 453

NORTHWEST OHIO ESC

Providing Quality Services
Building Valued Partnerships

Service Agreement

Between

Northwest Ohio Educational Service Center

And

Williams County Commissioners/Williams County Common Pleas Court - Juvenile/Probate Divisions

One Courthouse Square, 2nd Floor

This is an agreement between Williams County Commissioners/Williams County Common Pleas Court - Juvenile/Probate Divisions and Northwest Ohio Educational Service Center (NwOESC). Williams County Commissioners/Williams County Common Pleas Court - Juvenile/Probate Divisions will be referred to as the "First Party" throughout this agreement. The First Party agrees to provide the following services during the period indicated below.

Attendance Officer Services

Beginning Date: 08/01/2026 **Ending Date:** 06/15/2027

Amount for Service: $23,000.00

Invoice Date:
August 1, 2026 and January 1, 2027

This agreement constitutes the entire agreement between the parties with respect to the services designated herein. There are no provisions, terms, conditions, or obligations other than those contained herein, and this agreement shall supersede all previous communications, representations, or agreements, whether verbal or written, between the parties or their representatives. Any subsequent agreement between the parties is a separate and distinct agreement and not a renewal hereof.

WILLIAMS COUNTY COMMISSIONERS/WILLIAMS COUNTY COMMON PLEAS COURT - JUVENILE/PROBATE DIVISIONS

Scott Hunt
Board President or Chief Executive Officer — Date: 4-21-26

Treasurer/Chief Financial Officer / Karen K. Gallagher
Judge — Date: ____________

NORTHWEST OHIO EDUCATIONAL SERVICE CENTER

____
Board President — Date: ____________

____
Treasurer/Chief Financial Officer — Date: ____________

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2026-2027 Program Costs

Initial Program Cost Estimate - Version 2

2172*Williams County Attendance Services

Expenses:			Revenue:	
Salary	0.00	0.00	Foundation Salary/Retirement/Unit Support	0.00
Benefits	0.00	Days^	Other	0.00
Support Services	0.00	1.00	Total Revenue	0.00
Purchased Services	23,000.00	Hours/Day^		
Travel/Meeting Expenses	0.00		Total Program Costs	$23,000.00
Supplies	0.00			
Equipment	0.00		Cost Distribution-Per ADM of Participating Districts	4.7112
Total Expenses		23,000.00		

	ADM	Approx. FTE Per District Served	Total
Bryan City Schools	1,734.00	0.355	$8,169.19
Edgerton Local Schools	497.00	0.102	$2,341.46
Edon-Northwest Local Schools	513.00	0.105	$2,416.84
Millcreek-West Unity Local Schools	497.00	0.102	$2,341.46
Montpelier Exempted Village Schools	766.00	0.157	$3,608.77
North Central Local Schools	502.00	0.103	$2,365.01
Stryker Local Schools	373.00	0.076	$1,757.27
Totals	4,882.00	1.000	$23,000.00

4/7/26

SIGNATURE PAGE

Agreement Title: Service Agreement between NW Ohio Educational Service Center and Williams Co Commissioners/ Williams Co. Common Pleas Court, Juvenile and Probate Divisions

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, Williams County Prosecutor — Date: 4-15-26

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, Williams County Auditor — Date: 4·13·26

WILLIAMS COUNTY COMMISSIONERS

President — Date: 4-21-26

Vice-President — Date: 4-21-26

Member — Date: 4-21-26

RESOLUTION 26-0205

COUNTY COMMISSIONERS' OFFICE
WILLIAMS COUNTY, BRYAN, OHIO
April 21, 2026

In the Matter of
Entering into a Technical Assistance Agreement
PY25 CDBG – Critical Program

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

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

Commissioner Westfall moved adoption of the following resolution:

WHEREAS, Maumee Valley Planning Organization (MVPO) submitted to the Williams County Commissioners an Agreement for Technical Assistance between the Board of County Commissioners, Williams County and MVPO for the County's PY25 Community Development Block Grant Critical Program, Grant Number: 25CI-1DA-24CDBG-19; Grant Amount: $500,000.00; Grant Completion Date: October 31, 2027; Project: City of Bryan with Sewer Improvements; as described in the attached agreement; therefore

BE IT RESOLVED, by the Board of Williams County Commissioners we do hereby approve the agreement as set forth above and attached. A copy of the Agreement will be on file with MVPO; 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 Rummel seconded the motion.

The vote upon adoption resulted as follows:

Mr. Scott A. Lirot, Yes

Mr. Bartley E. Westfall, Yes

Mr. Terry N. Rummel, Yes

WILLIAMS COUNTY COMMISSIONERS

President of the Board of Commissioners

Vice-Pres of the Board of Commissioners

Member of the Board of Commissioners

AGREEMENT FOR TECHNICAL ASSISTANCE

THIS AGREEMENT, made and entered into on the 21st day of April 2026, by and between the BOARD OF COUNTY COMMISSIONERS, WILLIAMS COUNTY, BRYAN, OHIO hereinafter called the "COUNTY" and MAUMEE VALLEY PLANNING ORGANIZATION of 1300 East Second Street, Suite 200, Defiance, Ohio 43512, hereinafter called the "CONSULTANT", WITNESSETH THAT:

WHEREAS, the COUNTY desires assistance in the administration of funds available under the Small Cities Community Development Block Grant, specifically the COUNTY's PY25 COMMUNITY DEVELOPMENT BLOCK GRANT CRITICAL PROGRAM, Grant Number 25CI-1DA-24CDBG-19.

WHEREAS, the COUNTY desires to engage the CONSULTANT to render certain technical advice, assistance, and services in connection with activities carried out under the approved grant of funds.

NOW THEREFORE, the CONSULTANT proposes to provide the following technical services to the COUNTY.

I. SCOPE OF SERVICES

The scope of services to be performed under this Agreement by the Consultant is described in the attached Appendix A, which is incorporated by reference as though fully set forth herein.

II. LOCAL GOVERNMENT REPRESENTATIVE

Anne Retcher, Williams County Commissioner's Clerk, will be the Local Government Representative responsible for oversight of the Consultant. The Local Government Representative will review the status reports submitted by the Consultant. If the Local Government Representative observes or otherwise becomes aware of any defective work or other fault or defect in the Program, prompt notice thereof shall be given to the Consultant.

III. TIME PERFORMANCE

Services to be performed in relation to the Fiscal Year 2025 CDBG Fund allocation will be executed as follows:

Item-A: Administrative Services – Services will commence upon execution of the grant agreement and will be completed following the preparation of the final performance report.

IV. TERMINATION OF AGREEMENT

The Agreement may be terminated by either party for just cause after thirty (30) days written notice to the party. All outstanding charges for services shall be paid to the Consultant on/or before such time as the Agreement shall terminate.

V. COMPENSATION

In consideration of the services rendered by the Consultant under the provisions of the Agreement, the County agrees to provide the following compensation. Amounts presented below represent all funds from the approved activities as listed on Appendix B (Attachment A of the Grant Agreement) and will be paid directly to the Consultant.

A. Compensation billing schedule per activity:

General Administration will be payable as $30,000.00 quarterly administration fee of $3,000.00 per quarter beginning May 1, 2026

In no case shall the total compensation exceed the grant funds available, as listed on Appendix B, or as amended by the State of Ohio with the Grantee and renegotiated with the County.

Compensation will be considered earned based on the completion of the task required, regardless of the expenses incurred. Compensation for additional responsibilities, if applicable, will be addressed through a separate written amendment to this Agreement.

VI. NONDISCRIMINATION

The Consultant shall comply with Title VII of the Civil Rights Act of 1968, Title VI of the Civil Rights Act of 1964, and the regulations and requirements pursuant thereto; and Executive order 11246 and 11063.

The County and Consultant hereby agree to the full performance of the covenants as of the date first above written.

WILLIAMS COUNTY
BOARD OF COUNTY COMMISSIONERS:

Scott Lirot, Commissioner

Bartley E. Westfall, Commissioner

Terry N Rummel, Commissioner

ATTEST: ______________________
Anne Retcher, Clerk

MAUMEE VALLEY PLANNING
ORGANIZATION:

Dennis Miller, Director

Attest: ______________________
Mary Hall, Fiscal Officer

APPROVED AS TO FORM:

County Prosecutor

Date: 4/14/26

APPENDIX A
WORK PROGRAM

Maumee Valley Planning Organization shall be responsible for the administration of the Community Development Block Grant (CDBG) Critical Program according to the Grant Agreement and all applicable CDBG requirements. Maumee Valley Planning Organization shall provide the following services:

General Grant Management Services

- review and respond to correspondence received from the Ohio Department of Development
- conduct an environmental review
- create and manage grant files
- complete all required reports
- provide information for all required audits
- maintain grant files for four years following grant close-out
- ensure all advertising requirements are met

Fiscal Services

- maintain financial records according to Federal and State regulations
- prepare drawdown requests
- prepare pay requests to be processed by the local community

Construction Management Services

- prepare bid documents (exclusive of project plans and specifications)
- competitively bid projects
- prepare contract documents
- conduct preconstruction conference
- document that projects have been completed to all parties satisfaction
- serve as the labor compliance officer

EXHIBIT I

Scope of Work

This Scope of Work contains the activities to be completed by Williams County Board of Commissioners ("Grantee") and incorporates by refence Grantee's application for funding under Grantor's Community Development Block Grant Program (the "Application") and the documents and materials incorporated by reference in the Application. In the event of a conflict between a term in this Scope of Work and any of the documents incorporated herein, the terms of this Scope of Work take precedence.

Grantee Information	
Grantee	Williams County Board of Commissioners
Address	1425 E. High Street, Bryan, Ohio 43506 US
County	Williams
UEIN	UMHAVA9LJRG3
FTIN	34-6401595
Contact	Dennis Miller
Contact Email	dmiller@mvpo.org

Grant Information	
Program	PY25 Critical Infrastructure
Grant Control Number	25CI-1DA-25CDBG-19
Grant Award	$500,000.00
Grant Source	Community Development Block Grant

Grant Performance Dates	
Award Date	September 1, 2025
Work Completion Date	August 31, 2027
Final Draw Date	September 30, 2027
Grant Completion Date	October 31, 2027

Project Description
Williams County will receive $500,000 to assist the City of Bryan with sewer improvements. The collection system experiences substantial stormwater inflow and infiltration due to deteriorated catch basins, failing sanitary taps, and misaligned joints and cracks in the original clay tile conduit, causing the wastewater treatment plant to operate at or above capacity. The project will replace the sanitary sewer mainline, residential taps, and manholes. A stipulation has been placed on this grant stating that CDBG funds may not be used for individual tap-ins that are the responsibility of residents, as doing so would require each household to be income-qualified. The project will benefit 1,335 residents. The total project cost is $881,947.

APPENDIX B
Page 2 of 2

PY25 Critical Infrastructure

Source of Funds			
Provider	Amount	Fund Category	Fund Type
Ohio Department of Development	$500,000.00	Grant Award	Grant
City of Bryan	$381,946.70	State and Local Funds	Cash

Project Budget		
Project / Activity	CDBG Amount	Leveraged Amount
1-1 SE Quadrant Wastewater Collection System Improvements/ Sewer Fac. Improvements	$470,000	$381,946.00
2-1 General Administration and Fair Housing/ General Admin	$30,000	$0.00
Budget Totals:	$500,000.00	$381,946.70

Program Outcomes		
Project / Activity	Outcomes	Outcome Type
SE Quadrant Wastewater Collection System Improvements/Sewer Fac. Improvements	65	Sewer Tap-Ins Installed
SE Quadrant Wastewater Collection System Improvements/Sewer Fac. Improvements	3,054	Linear Feet
SE Quadrant Wastewater Collection System Improvements/Sewer Fac. Improvements	18	Manholes Installed
General Administration and Fair Housing/General Admin	1	General Admin

Certificate of Available Funds
RC 5705.41

The amount required to meet the attached Technical Assistant Agreement for the FY25 CDBG Critical Program or, in the case of continuing contract to be performed in whole or in part in an ensuring fiscal year the amount required to meet the obligation in the fiscal year in which the contract is made, has been lawfully appropriated for such purpose and is in the treasury or in process of collection to the credit of the appropriate funds, No. 2060-47-161-506405, in the sum of $470,000.00 for contractor expense and, No. 2060-47-161-503403, in the sum of $30,000.00 for administration expense free from any previous encumbrances.

Dated April 13, 2026

Vickie L. Grimm

Vickie L Grimm, Williams County Auditor

RESOLUTION 26-0207

COUNTY COMMISSIONERS' OFFICE
WILLIAMS COUNTY, BRYAN, OHIO
April 21, 2026

In the Matter of
Entering into an LPA Federal Local-LET
Project Agreement

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

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

Commissioner Westfall moved adoption of the following resolution:

WHEREAS, Williams County Engineer submitted to the Williams County Commissioners an LPA Federal Local-LET Project Agreement between the State of Ohio, Department of Transportation (ODOT) and the Williams County Board of Commissioners on behalf of Williams County Engineer for Federal Funding to purchase signage and necessary related items for CR 13 Project; Receiving: $64,000; as described in the attached agreement; therefore

BE IT RESOLVED, by the Board of Williams County Commissioners we do hereby approve the agreement as set forth above and attached. A copy of the Agreement will be on file with Williams County Engineer's 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 Rummel seconded the motion.

The vote upon adoption resulted as follows:

WILLIAMS COUNTY COMMISSIONERS

Mr. Scott A. Lirot, yes

Scott Lirot
President of the Board of Commissioners

Mr. Bartley E. Westfall, yes

Vice-Pres of the Board of Commissioners

Mr. Terry N. Rummel, yes

Terry R
Member of the Board of Commissioners

Agreement Number: 43166

PID Number: 124191

County-Route-Section: WIL CR-25 (CR-13) 3.3 Signage

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 to purchase signage and necessary related items for CR 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. <u>FUNDING</u>

3.1 The total cost for the PROJECT associated with Federal funds is estimated to be $64,000.

ODOT shall provide to the LPA 100 percent of the eligible costs, utilizing Spending Authority Code (SAC) 4HJ7 (Assistance Listing Number: 20.205 Highway Planning and Construction,) up to a maximum of $64,000 in Federal funds in the Other 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 Other 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. <u>RIGHT-OF-WAY(R/W)/ UTILITIES/ RAILROAD COORDINATION</u>

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. <u>CERTIFICATION AND RECAPTURE OF FUNDS</u>

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. <u>DATA, PATENTS AND COPYRIGHTS - PUBLIC USE</u>

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. <u>THIRD PARTIES AND RESPONSIBILITIES FOR CLAIMS</u>

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. <u>NOTICE</u>

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. <u>GENERAL PROVISIONS</u>

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 system[1], ***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.

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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.

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[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**
By: Scott Lirot	By:
Title: President Scott Lirot	Pamela Boratyn Director
Date: 4-21-26	Date:

SIGNATURE PAGE

WILLIAMS COUNTY COMMISSIONERS – APPROVAL

Date: 4-21-26

President	Vice-President	Member
Scott A. Lirot	Bartley E. Westfall	Terry N. Rummel

County Administrator, Vond T. Hall

Date

WILLIAMS COUNTY PROSECUTOR
153.44 ORC

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, Williams County Prosecutor

3/27/26
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.

Not applicable - VGrimm

Vickie Grimm, Williams County Auditor

04/15/26
Date