Government Forms and Supplies Ez10443RV

Subject: Bills – Approved – Madison County

After reviewing each of the purchase orders, then and nows, and vouchers listed above, Mr. Wallace moved to approve all purchase orders and allow payment of all then and nows and vouchers.

Following a second from Dr. Xenikis the result of the roll call was: Dr. Xenikis, yes, Mr. Wallace, yes, and Mr. Forrest, was not present for the vote.

Subject: Decrease PO Funding – Approved – Juvenile Detention Center

Mr. Wallace moved to approve the decrease of PO funding for the following:

Decrease: Juvenile Detention Center (1000-A04B-5-0150) PO # 2510 in the amount of $45,875.00.

Following a second from Mr. Forrest the result of the roll call was: Dr. Xenikis, yes, Mr. Wallace, yes, and Mr. Forrest, yes.

Subject: Budget Revisions – Approved – Juvenile Detention Center

Mr. Wallace moved to approve the budget revision for the following:

Decrease: Decrease: Juvenile Detention Center (1000-A04B-5-0150) in the amount of $45,875.00.

Increase: Commissioners Other (1000-A01A-5-0046) in the amount of $16,368.00.
Increase: Visitor's Bureau (1000-A15A-5-0513) in the amount of $3,506.00.
Increase: Bonding Station in the amount of (1000-A04B-5-0156) $1,001.00.
Increase: Professional Services (1000-A01A-5-0045) in the amount of $15,000.00.
Increase: Public Defender (1000-A15A-5-0508) in the amount of $10,000.00.

Following a second from Mr. Forrest the result of the roll call was: Dr. Xenikis, yes, Mr. Wallace, yes, and Mr. Forrest, yes.

Subject: Increase PO Funding – Approved – Commissioners Other

Mr. Wallace moved to approve the increase of PO funding for the following:

Increase: Commissioners Other (1000-A01A-5-0046) PO # 2514 in the amount of $16,368.00.

Following a second from Mr. Forrest the result of the roll call was: Dr. Xenikis, yes, Mr. Wallace, yes, and Mr. Forrest, yes.

Subject: Increase PO Funding – Approved – Visitor's Bureau

Mr. Wallace moved to approve the increase of PO funding for the following:

Increase: Visitor's Bureau (1000-A15A-5-0513) PO # 2540 in the amount of $3,506.00.

Following a second from Mr. Forrest the result of the roll call was: Dr. Xenikis, yes, Mr. Wallace, yes, and Mr. Forrest, yes.

Subject: Increase PO Funding – Approved – Bonding Station

Mr. Wallace moved to approve the increase of PO funding for the following:

Increase: Bonding Station in the amount of (1000-A04B-5-0156) PO # 2539 $1,001.00.

Following a second from Mr. Forrest the result of the roll call was: Dr. Xenikis, yes, Mr. Wallace, yes, and Mr. Forrest, yes.

Subject: Increase PO Funding – Approved – Professional Services

Mr. Wallace moved to approve the increase of PO funding for the following:

Increase: Professional Services (1000-A01A-5-0045) PO # 2518 in the amount of $15,000.00.

Following a second from Mr. Forrest the result of the roll call was: Dr. Xenikis, yes, Mr. Wallace, yes, and Mr. Forrest, yes.

Subject: Transfer – Approved EMA

Mr. Forrest moved per the request of Deb Sims, EMA Director to approve the transfer for the following:

Transfer from: Commissioners Transfers (1000-A01A-5-0049) in the amount of $25,500.00.
Transfer in: EMA EMPG (2030-0000-4-0020) in the amount of $25,500.00.

Following a second from Mr. Forrest the result of the roll call was: Dr. Xenikis, yes, Mr. Wallace, yes, and Mr. Wallace, yes.

Subject: Increase Funding – Approved - EMA

Mr. Forrest moved per the request of Deb Sims, EMA Director to approve the increase of funding for the following:

Increase: EMA EMPG Salary (2030-R200-5-0020) in the amount of $2,000.00.

Following a second from Mr. Forrest the result of the roll call was: Dr. Xenikis, yes, Mr. Wallace, yes, and Mr. Wallace, yes.

Madison County Sheriff
John R. Swaney
Post Office Box 558
London, Ohio 43140
Emergency 911 Non-Emergency 740-852-1213 Business 740-852-1333 FAX 740-852-7128

November 16, 2021

Madison County Commissioners

Gentlemen,

I am requesting an increase in the in the EMA: EMPG Revenue line, from available funds. This request is due to Grant Fund logistics, required time to receive funds and the operational length of time there awarded. This request if approved will sustain EMA operations through the end of the year.

Transfer in:
2030-0000-40020 EMA: EMPG $25,500.00

Based on that approval I would ask for an increase in the EMA: EMPG Salary line.

Increase:
2030-R200-50020 EMA: EMPG Salary by $2,000.00

Please contact me with any questions.

Respectfully Submitted,

Sheriff John R. Swaney

Approved:

Tony Xenikis

Chris Wallace

Mark Forrest

Dated: November 16, 2021

Government Forms and Supplies 8217044SKV

Subject: Budget Revision – Approved – Board of Elections

Mr. Wallace moved per the request of Abigail Metheney, BOE Director, to approve the budget revision for the following:

Decrease: (1000-A03A-5-0507) in the amount of $1,084.00.
Increase: (1000-A03A-5-0041) in the amount of $1,084.00.

Decrease: (1000-A03A5-0507) in the amount of $3,081.74.
Increase: (1000-A03A-5-0140) in the amount of $3,081.74.

Decrease: (1000-A03A-5-0100) in the amount of $11,000.00.
Increase: (1000-A03A-5-0140) in the amount of $3,081.74.

Decrease: (1000-A03A-5-0020) in the amount of $4,000.00.
Increase: (1000-A03A-5-0140) in the amount of $4,000.00.

MADISON COUNTY BOARD OF ELECTIONS
1423 S.R. 38 SE
LONDON, OH 43140

740-852-9424
740-852-7131 (Fax)
boe.ohio.gov/mad/board/
electionboard@co.madison.oh.us

Teresa Ames, Chairperson – Abigail Metheney, Director – David Edwards, Deputy Director – Barbara Nitsiger – Marcella Bogenrife – Paula Herald

November 15, 2021

Madison County Commissioners
1 North Main Street
London, Ohio 43140

Dear Commissioners:

The Board of Elections respectfully requests that you approve moving $1,084 from line 1000-A03A-50507 to line 1000-A03A-50041.

The Board of Elections respectfully requests that you approve moving $3,081.74 from line 1000-A03A-50507 to line 1000-A03A-50140.

The Board of Elections respectfully requests that you approve moving $11,000.00 from line 1000-A03A-50100 to line 1000-A03A-50140.

The Board of Elections respectfully requests that you approve moving $4,000.00 from line 1000-A03A-50020 to line 1000-A03A-50140.

This will allow us to pay bills related to the four elections we've administered this year.

Thank you in advance for your kind consideration of this request.

Sincerely,

Abigail Metheney

Abigail Metheney
Madison County Board of Elections Director

Teresa Ames

Teresa Ames
Madison County Board of Elections Chairwoman

MADISON COUNTY COMMISSIONERS

Mark Forrest - NOT PRESENT

Following a second from Dr. Xenikis the result of the roll call was: Dr. Xenikis, yes, Mr. Wallace, yes, and Mr. Forrest, was not present for the vote.

Subject: Budget Increase – Approved – Board of Elections

Mr. Wallace moved per the request of Abigail Metheney, BOE Director, to approve the budget increase for the following:

Increase: Election Expenses (2055-O300-5-0046) in the amount of $40,000.00.

Increase: Election Revenue (2055-0000-4-0100) in the amount of $52,680.94.

MADISON COUNTY BOARD OF ELECTIONS
1423 S.R. 38 SE
LONDON, OH 43140

740-852-9424
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boe.ohio.gov/madison/
electionboard@co.madison.oh.us

Teresa Ames, Chairperson ~ Abigail Metheney, Director ~ Daniel Edwards, Deputy Director ~ Barbara Mincieyer ~ Marcella Begeulle ~ Paula Herald

November 15, 2021

Madison County Commissioners
1 North Main Street
London, Ohio 43140

Dear Commissioners:

The Board of Elections respectfully requests that you approve an increase to the budget of $40,000.00 in the Election Expenses fund account number 2055-O300-50046.

As we have taken in more funds than expected, we are requesting that the Election Revenue fund account number 2055-0000-40100 be increased by $52,680.94.

This will allow us to pay bills related to the four elections we've administered this year.

Thank you in advance for your kind consideration of this request.

Sincerely,

Abigail Metheney

Abigail Metheney
Madison County Board of Elections Director

Teresa Ames

Teresa Ames
Madison County Board of Elections Chairwoman

MADISON COUNTY COMMISSIONERS

Mark Forrest - Not present

Following a second from Dr. Xenikis the result of the roll call was: Dr. Xenikis, yes, Mr. Wallace, yes, and Mr. Forrest, was not present for the vote.

Government Forms and Supplies 8221044929KV

Subject: Increase PO Funding – Approved – CDBG

Mr. Wallace moved per the request of Whitaker Wright, CDC Consultant, to approve the appropriation for the following:

Increase: 2020 CDBG Allocation Program (2059-T200-5-0805) PO # 2704 in the amount of $24,725.00.

Following a second from Mr. Forrest the result of the roll call was: Dr. Xenikis, yes, Mr. Wallace, yes, and Mr. Forrest, yes.

Subject: Drawdown – Approved – CDC

Mr. Wallace moved per the request of Whitaker Wright, CDC Consultant, to approve the drawdown request in the amount of $26,800.00

Sissy Wiseman

From:
Sent:
To:
Subject: Re: ach

Sissy -

See pay-

EMMA-01-27-21
Acct numbers
Revenue
Cdbg 7075-0000-40110
Expenditure
Cdbg 7075-5000-50815

Thanks

Whitaker W. Wright, Senior Planner
CDC of Ohio, Inc.
Community Development Consultants of Ohio
[illegible]

On Monday, November 15 2021 09:58 AM EST, Sissy Wiseman <sissy.wiseman@[illegible]> wrote:

Whitaker,

Did you happen to see the Revenue and Expense account numbers to be used for this draw request?

Sissy Wiseman

From: Sissy Wiseman
Sent: Monday, November 15, 2021 9:57 AM
To: Whitaker Wright <whitaker.wright@[illegible]>; Jamie Kemper <jamie.kemper@[illegible]>; Emma Hall <[illegible]@yahoo.com>
Subject: RE: ach

Thanks Whitaker,

1

Ill work on the pay - in and the appropriation.

Sissy Wiseman

From: Whitaker Wright <whitaker.wright@sbcglobal.net>
Sent: Monday, November 15, 2021 9:58 AM
To: Jamie Kemper <jamie.kemper@madison.oh.com>; Sissy Wiseman <sissy.wiseman@[illegible]madison.oh.com>; Emma Hall <[illegible]@yahoo.com>
Subject: Re: ach

Yes - this is Draw No. 8 for the County's 2019 CHIP Program. The attached cash record shows the sources and uses of the funds.

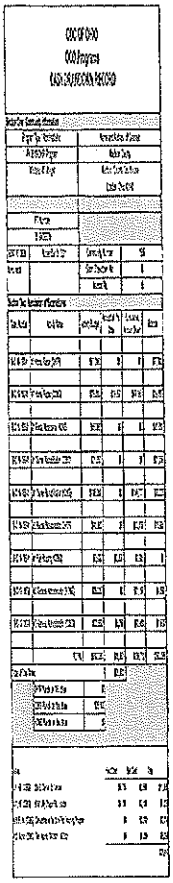
The account numbers are:

EMMA - 01-27-21
Acct numbers
Revenue
Home 7075-0000-40110
Cdbg 7075-0000-40620
Ohtf 7075-0000-40600
Program 7075-0000-43300
Expenditure
Home 7075-5500-50806
Cdbg 7075-5500-50816
Ohtf 7075- 7500- 55003
Program 7075-5500-50815

Whitaker

Whitaker W. Wright, Senior Planner
CDC of Ohio, Inc.
Community Development Consultants of Ohio

2



1018 S. High Street | P.O. Box 06247 | Columbus, Ohio 43206-0247
P. (614) 445-8373 | F. (614) 445-8431 | E. [redacted]

On Monday, November 15, 2021, 08:21:14 AM EST, Jamie Kemper <jamie.kemper@madison.oh.gov> wrote:

11/12/2021 ACH ACH CREDIT 3149736052

STATE OF OHIO MAINT/WARR111221DEV0100471191 DEV01*OCDBG191BS10004*COMMUNITY HOUSIN AND PRESERVATION PROGRAM 514-466-MADISON COUNTY

3

Following a second from Dr. Xenikis the result of the roll call was: Dr. Xenikis, yes, Mr. Wallace, yes, and Mr. Forrest, was not present for the vote.

Subject: Appropriation – Approved – CDC

Mr. Wallace moved to approve the appropriation for the following:

Appropriate: CDBG (7075-T500-5-0816) in the amount of $26,800.00.

Following a second from Dr. Xenikis the result of the roll call was: Dr. Xenikis, yes, Mr. Wallace, yes, and Mr. Forrest, was not present for the vote.

Government Forms and Supplies 8210453KV

Subject: Cooperative Agreement – Approved – CIC

Mr. Wallace moved per the request of David Kell, CIC Director, to approve Cooperative agreement with Madison County and Warren County Port Authority.

COOPERATIVE AGREEMENT

This Cooperative Agreement (the "Cooperative Agreement") dated as of February 23, 2021, is entered into by and between MADISON COUNTY, OHIO, a political subdivision of the State of Ohio, by and through its Board of County Commissioners (the "County") and the WARREN COUNTY PORT AUTHORITY, a body corporate and politic duly organized and validly existing under the laws of the State of Ohio (together with its permitted successors and assigns, the "Authority"), under the circumstances described below.

RECITALS:

WHEREAS, the County has determined that it shall endeavor, foster, aid, provide and promote commerce and economic development within its geographic area by providing assistance in connection with the acquisition, construction, improvement, and equipping of a warehouse center, to be constructed in multiple phases and include approximately 2,500,000 total square feet of warehouse and distribution facilities, and that such project shall create and preserve jobs and employment opportunities within the County (hereinafter referred to as the "Project");

WHEREAS, pursuant to Ohio Revised Code Section 4582.22, the County is possessed of the power to create a port authority which shall possess all of the powers enumerated in Ohio Revised Code Section 4582.21 et seq;

WHEREAS, the Authority is possessed of lawful powers relating to economic development and the creation and preservation of jobs and employment opportunities, including those granted pursuant to Ohio Revised Code Section 4582.21 et seq;

WHEREAS, in lieu of creating a port authority, the County has requested that the Authority assist it with the Project within its geographic area;

WHEREAS, Ohio Revised Code Sections 9.482 and 4582.431 authorize the County to enter into an agreement with the Authority under which the County authorizes the Authority to exercise any power, perform any function, or render any service on behalf of the County, which the County is authorized to exercise, perform or render;

WHEREAS, the location of the Project is outside the geographic area in which the Authority is otherwise authorized to exercise its powers, and in order to assist the County with the Project, the Authority must obtain the County's authorization to exercise powers possessed by the County for such purposes;

WHEREAS, the County possesses legal authority to and the County is willing to authorize the Authority to exercise within the County, with respect to the Project, such legal authority as the County possesses; and

WHEREAS, the Authority has determined that the Project is in furtherance of the Authority's authorized purposes and the Authority is willing to assist the County with the Project.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements and covenants contained herein, and receipt of other good and valuable consideration, the County and the Authority hereby agree as follows:

Section 1. The County authorizes the Authority to exercise such powers as the County possesses to conduct the Project within the territorial jurisdiction of the County, provided that the County does not makes any representation as to the extent of its legal power or authority or the required manner of their exercise under Ohio's law.

Section 2. The Authority agrees to provide such services relating to the Project on such terms as are further agreed upon between the parties hereto.

Section 3. This Cooperative Agreement shall in all respects be governed by and construed and enforced in accordance with the laws of the State, without reference to principles of conflicts of laws.

Section 4. This Cooperative Agreement shall be binding upon and inure to the benefit of County and the Authority and their respective successors and permitted assigns. No party may assign this Cooperative Agreement or any of its rights or obligations hereunder in whole or in part without the prior written consent of each of the other parties hereto.

Section 5. This Cooperative Agreement may be executed in any number of counterparts as may be convenient or necessary and it shall not be necessary that the signatures of all of the parties hereto be contained on any one counterpart. Additionally, the parties hereto agree that for purposes of facilitating the execution of this Cooperative Agreement, (a) the signature pages taken from the separate individually executed counterparts of this Cooperative Agreement may be combined to form multiple fully executed counterparts and (b) a facsimile transmission shall be deemed to be an original signature for all purposes. All executed counterparts of this Cooperative Agreement shall be deemed to be originals, but all such counterparts taken individually or collectively, as the case may be, shall constitute one and the same agreement.

Section 6. This Cooperative Agreement may be terminated by the parties hereto upon thirty (30) days written notice to the other party; provided, that if a financing or other formal transaction commitment has been issued for the Project, and the consummation of the Project in accordance with the financing or other formal transaction commitment requires the participation of the Authority, then this Cooperative Agreement shall not be subject to termination as to such Project until such Project is either complete or has been determined by the parties hereto to be incapable of completion.

[Balance of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers as of the day and year first above written.

BOARD OF COMMISSIONERS
MADISON COUNTY, OHIO

By: _____
President

By: _____
Commissioner

Approved as to Form

By: _____
Prosecuting Attorney

By: _____
Commissioner

MADISON COUNTY PORT AUTHORITY

By: _____
Madison County Port Authority Director

AUTHORITY FISCAL OFFICER'S CERTIFICATE

The undersigned, Treasurer of the Warren County Port Authority, hereby certifies that the moneys required to meet the obligations of the Authority during the year 2021 under this instrument have been lawfully appropriated by the Board of Directors of the Authority for such purposes and are in the treasury of the Authority or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Ohio Revised Code Sections 5705.41 and 5705.44.

_____
Tiffany Zindel, Treasurer
Warren County Port Authority

Dated: 2-23, 2021.

Government Forms and Supplies 8210448RV

COUNTY FISCAL OFFICER'S CERTIFICATE

The undersigned, fiscal officer of Madison County, Ohio, hereby certifies that the moneys required to meet the obligations of the County during the year 2021 under this instrument have been lawfully appropriated by the Board of County Commissioners of the County for such purposes and are in the treasury of the County or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Ohio Revised Code Sections 5705.41 and 5705.44.

Fiscal Officer
Madison County, Ohio

Dated: February 23, 2021.

Following a second from Dr. Xenikis the result of the roll call was: Dr. Xenikis, yes, Mr. Wallace, yes, and Mr. Forrest, was not present for the vote.

Subject: Contract – Approved – CDC

Mr. Wallace moved per the request of Whitaker Wright, CDC Consultant, to approve the contract between Madison County and Waugh Construction for the water line project in Mt. Sterling.

CDC of Ohio, Inc.

October 28, 2021

Madison County Board of Commissioners
Madison County Court House
1 N. Main Street
London, OH 43140
Attn: Stacy Wiseman

Re: Madison County/FY 2020 CDBG Of Program
Mount Sterling Water Line - Waugh Contract

Dear Stacy,

Enclosed are three copies of the contract between the County and Waugh Construction for the water line project in Mount Sterling. Please ask the County Auditor to review and sign off on the documents. Once the Auditor's review is complete, please ask the Board to sign contracts in the places indicated by the flags. The County Prosecutor may sign off before or after the Commissioners sign the contract documents.

Please keep one copy of the signed contract for the County's records. Mail the other two signed copies to my address. We will send Waugh the copy of the contract.

If you have any questions, please do not hesitate to telephone me at (513) 415-8371.

Sincerely,

Whitaker W. Wright
Senior Planner

Enclosures

c: file

Madison County/2020 CDBG Program/Waugh Contract/County Cover Letter

9749 Hyde Rd. • PO Box 2249 • Cadiz, OH 43907 • P: 513.415.8371 • cdcofohio@gmail.com

CONTRACT

THIS AGREEMENT made this 16th day of November, 20__, by between Waugh Construction, LLC,[1] hereinafter called the "Contractor", and the Madison County Commissioners hereinafter called the "Owner".

WITNESSETH, that the Contractor and the Owner for the considerations stated herein mutually agree as follows:

ARTICLE 1. Statement of Work.

The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment and services, including utility and transportation services, and perform and complete all work required for the construction of the improvements embraced in the project, namely, water main improvements, and required supplemental work for the Mount Sterling Water Main Project all in strict accordance with the Contract Documents including all addenda thereto, Article 3, Item d, all as prepared by Madison County, acting and in these Contract documents preparation, referred to as the "Owner".

ARTICLE 2. The Contract Price.

The Owner will pay the Contractor for the total quantities of work performed at the unit prices stipulated in the Bid for the respective items of work completed for the sum not to exceed Three Hundred Sixteen Thousand Eight Hundred Ninety-Seven ($316,897.00) Dollars subject to additions and deductions as provided elsewhere in the contract documents.

ARTICLE 3. Contract.

The executed contract documents shall consist of the following:

a. This Agreement
b. Addenda – See Item d.

[1] Choose from one of the following: a corporation organized and existing under the laws of the State of _____; a partnership consisting of _____; an individual trading as Waugh Construction, LLC.

[2] Supply principal items of Contract such as Grading, Paving, Water Mains, Sewers, etc.

Government Forms and Supplies 8210445RV

c. All documents of the Bid Book entitled: Bid Packet for Madison County – Mount Sterling Water Main Project, dated August 2021 and including:

- Notice to Contractors
- Instructions to Bidders
- General Contract Conditions
- Work Specifications (including all plans, drawings, etc., referenced or included)
- Proposal Forms, as executed
- Agreement Forms, as executed
- Federal Requirements
- Federal Labor Standards Provisions
- Federal Davis-Bacon Wage Decision

d. All documents included in Environmental Engineering Service's *Water Main Replacement 2021 Specifications* PDF

This Agreement, together with other documents enumerated in this ARTICLE 3, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this ARTICLE 3 shall govern, except as otherwise specifically stated.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed in three original copies on the day and year first above written.

CONTRACTOR:	OWNER: MADISON COUNTY BOARD OF COMMISSIONERS
Signature	Signature
Josh Waugh	Dr. Tony Xenikis
Typed/printed name	Typed/printed name
Owner	President
Title	Title

CERTIFICATE OF OWNER'S ATTORNEY

I, the undersigned, _____, the duly authorized and acting legal representative of Madison County, Ohio, do hereby certify as follows:

I have examined the attached contract(s) and surety bonds and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions and provisions thereof.

_____

Date: _____

_____

CERTIFICATE OF OWNER'S FINANCIAL OFFICER

ATTEST:

I, _____, Auditor, hereby certify that the money to meet the contract has been lawfully appropriated for the purposes of the contract and is in the treasury of Madison County, Ohio, and is in the process of collection to the credit of the appropriate fund free from any previous encumbrance.

_____

SEAL

F-4

Certifications:

I, Josh Waugh, certify that I am the Owner of the corporation named as Contractor herein; that _____ who signed this Agreement on behalf of the Contractor, was then _____ of said corporation; that said Agreement was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

_____ Corporate

_____ SEAL

Or,

I, Josh Waugh, certify that I am the sole owner of Owner of Waugh Construction, LLC located at 222 Gay Mill Rd. Gilboa, OH and that I, Josh Waugh, am the Contractor named herein; that I sign this Agreement on behalf of my company, Waugh Construction, LLC.

_____
Signature

10-27-21
Date

State of Ohio
County of Madison

Signed and sworn to before me this 27 day of Oct. 2021

_____
Notary Public

PERFORMANCE AND PAYMENT BOND (OR BONDS)

Following the Form of Agreement, attach the approved form of the statutory surety bond or bonds to insure the performance of the Contract and payment of labor and materials. In addition to the corporation signatures of the surety company(ies) on the bond(s), each bond should be countersigned by the surety company's attorney-in-fact, authorized to act within the state in which the Project is situated.

F-3

Government Forms and Supplies EP1044SKV

NOTICE TO BIDDERS

To: [illegible]

[illegible]

Sealed bids will be received by the Madison County Board of Commissioners, Madison County, Ohio, at the office of the Madison County Engineer, 1 North Main Street, London, Ohio 43140, until [illegible] o'clock [illegible].M. on the [illegible] day of [illegible], 2021, at which time they will be publicly opened and read aloud for the following improvement:

[illegible]

Plans and specifications for the improvement are on file in the office of the Madison County Engineer, 1 North Main Street, London, Ohio 43140, and may be examined at any time during regular business hours.

Each bid must be accompanied by a certified check, cashier's check or bid bond in the amount of [illegible] percent ([illegible]%) of the total amount of the bid, made payable to the Madison County Board of Commissioners, as a guarantee that if the bid is accepted a contract will be entered into and the performance bond required by law will be executed within the time specified. The Board of Commissioners reserves the right to reject any or all bids.

Bidders must comply with all applicable laws, regulations and executive orders governing equal employment opportunity.

By order of the Madison County Board of Commissioners.

Date: [illegible]

Madison County Board of Commissioners

Clerk

By: [signature]

Title: [illegible]

NOTICE TO BIDDERS

Sealed bids for the [illegible] will be received by the undersigned at the office of the Madison County Engineer, 1 North Main Street, London, Ohio 43140, until [illegible] o'clock [illegible].M. on the [illegible] day of [illegible], 2021, at which time they will be publicly opened and read aloud for the following improvement:

[illegible]

Plans and specifications for the improvement are on file in the office of the Madison County Engineer, 1 North Main Street, London, Ohio 43140, and may be examined at any time during regular business hours.

Each bid must be accompanied by a certified check, cashier's check or bid bond in the amount of [illegible] percent ([illegible]%) of the total amount of the bid, made payable to the Madison County Board of Commissioners, as a guarantee that if the bid is accepted a contract will be entered into and the performance bond required by law will be executed within the time specified. The Board of Commissioners reserves the right to reject any or all bids.

Bidders must comply with all applicable laws, regulations and executive orders governing equal employment opportunity.

By order of the Madison County Board of Commissioners.

Date: [illegible]

Madison County Board of Commissioners

Clerk

By: [signature]

Title: [illegible]

Name	[illegible]
Title	[illegible]
Signature	[signature]
Date/Title	[illegible]

[illegible]

Copy filed

BID FOR UNIT PRICE CONTRACTS

Plan: 1 N Main Street London, OH

Date: 11-9-21

Proposal of Hugh Construction hereinafter called "Bidder"[1] a corporation, organized and existing under the laws of the State of Ohio, "[2] a partnership, or an individual doing business as Hugh Construction.

To the Madison County Board of Commissioners (hereinafter called "Owner")

Gentlemen:

The Bidder, in compliance with your invitation for bids for the construction of Water Improvements Project in the Village of Mount Sterling, having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the contract documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the project within one hundred eighty days (180 days) thereafter as stipulated in the specifications. Bidder further agrees to pay as liquidated damages, the sum of $500.00 per day for each consecutive calendar day thereafter as hereinafter provided in the General Conditions.

Bidder acknowledges receipt of the following addendum:

No addenda received

[1] Insert corporation, partnership or individual as applicable.
[2] Insert name of state.

Madison County 2020 CDBG Program
Village of Mount Sterling Water Main Project
Bid Sheet Page 1 of 3

BASE BID

NO.	ITEM	QTY	UNIT	MATERIALS	LABOR	UNIT PRICE TOTAL	Extended
1	Mobilization, Demobilization	1	LS	—	20,000.00	20,000.00	20,000.00
2	Traffic Control including Traffic Plans	1	LS	—	7,500.00	7,500.00	7,500.00
3	Construction Staking, Survey & Layout	1	LS	—	1,500.00	1,500.00	1,500.00
4	Record Drawings	1	LS	150.00	400.00	500.00	500.00
5	Pot Hole to Joints etc. Utilities, Incl. Backfill & Compaction	1	EA	500.00	1,000.00	1,500.00	1,500.00
6	8 Inch PVC C-900 Pipe Including Fittings Blocking, Tracer Wire, and Trench Repair per Specification	1,590	LF	35.00	34.00	69.00	109,710.00
7	6 Inch DI Pipe Including Fittings, Blocking and Trench Repair per Specification	30	LF	100.00	50.00	150.00	4,500.00
8	8 Inch Buried Isolation Valve w/ Valve Box	2	EA	1,400.00	1,500.00	2,900.00	5,800.00
9	New Fire Hydrant Assembly, Incl. 6 Inch Valve, Valve Box & Fittings	3	EA	4,000.00	3,500.00	7,500.00	22,500.00
10	Connection No.1 at Existing 8" Stub in S. London Street Sta. 10+65	1	LS	200.00	800.00	1,000.00	1,000.00
11	Type I 3/4 Inch Service Connection	13	EA	350.00	2,000.00	2,350.00	23,450.00
12	Type II 3/4 Inch Service Connection	7	EA	350.00	3,000.00	3,350.00	23,450.00
13	Type I 2 Inch Service Connection	2	EA	400.00	2,000.00	2,400.00	4,800.00
14	4" Concrete Sidewalk Remove & Replace	90	SF	30.00	20.00	50.00	4,500.00
15	Concrete Curb Remove & Replace	25	LF	100.00	100.00	200.00	5,000.00
16	Roadway Pavement Restoration	450	SY	20.00	40.00	70.00	31,500.00
	TOTAL BASE BID:						#272,360.00

B-3

Madison County CDBG Program

Madison County 2020 CDBG Program
Village of Mount Sterling Water Main Project
Bid Sheet Page 2 of 3

ALTERNATE BID

NO.	ITEM	QTY.	UNIT	MATERIALS	LABOR	UNIT PRICE (TOTAL)	
A1	8 inch PVC water pipe including fittings, trenching, bedding, valves, Trench Repair per Specification	315	LF	[illegible]	[illegible]	69.00	21,735.00
A2	6 inch DI pipe including fittings, trenching, bedding, valves, Trench Repair per Specification	8	LF	100.00	80.00	180.00	1,440.00
A3	6 inch Vertical Isolation Valve and Valve Box	1	Each	1,700.00	1,000.00	2,700.00	2,700.00
A4	Hydrant with 6 inch Gate Valve, Valve Box & Blocking	1	Each	4,200.00	1,000.00	5,200.00	5,200.00
A5	Connection to an existing 6 inch or 8 inch Water Line	1	Each	1,000.00	500.00	1,500.00	1,500.00
A6	Connection to an existing 2 inch or smaller Water Line	1	Each	100.00	200.00	300.00	300.00
A7	Concrete Sidewalk, Driveway & Curb	20	SY	75.00	30.00	105.00	2100.00
A8	Concrete Curb Removal & Replace	10	LF	15.00	15.00	30.00	300.00
A9	Valve Replacement Connection	1 LS	LS	[illegible]	[illegible]	750.00	750.00
	TOTAL ALTERNATE BID (Total of all items)						81,465.00

Madison County CDBG Program

Madison County 2020 CDBG Program
Village of Mount Sterling Water Main Project
Bid Sheet Page 3 of 3

Total Combined Bid (Base Plus Alternate):

Total Combined Bid in Numbers:	316,897.00
Total Combined Bid in Words:	Three hundred sixteen thousand eight hundred ninety seven and zero cents.

Bidder's Name: Waugh Construction / Josh Waugh
(Printed or Typed)

(SEAL - if bid is by a corporation)

Signature:
Company Name: Waugh Construction
Company Address: 2426 Cross Mill Rd.
Callipolis, OH 45631
Company Phone Number: 740-963-0027
Tax ID Number: 61-4006796

NONCOLLUSION AFFIDAVIT

State of Ohio

County of Gallia

BID Identification Madison County - Mount Sterling Water Main Project

CONTRACTOR Josh Waugh, being first duly sworn, deposes and says that he is sole owner (sole owner, a partner, president, secretary, etc.) of Waugh Construction, the party making the foregoing BID; that such BID is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization, or corporation; that such BID is genuine and not collusive or sham; that said BIDDER has not directly or indirectly induced or solicited any other BIDDER to put in a false or sham BID, and has not directly or indirectly colluded, conspired, connived, or agreed with any BIDDER or any one else to put in a sham BID, or that any one shall refrain from bidding; that said BIDDER has not in any manner, directly or indirectly, sought by agreement, communication or conference with any one to fix the BID price of said BIDDER or of any other BIDDER, or to fix any overhead, profit, or cost element of such BID price, or of that of any other BIDDER, or to secure any advantage against the OWNER awarding the contract or anyone interested in the proposed contract; that all statements contained in such BID are true; and, further, that said BIDDER has not, directly or indirectly, submitted his BID price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company, association, organization, BID depository, or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said BIDDER in his general business.

Signed:

Subscribed and sworn to before me this 19 day of October, 2021

Seal of Notary

JAMES R. GILLUM
NOTARY PUBLIC STATE OF OHIO
My Commission Expires April 8, 2024

E-9

Government Forms and Supplies 6210445ZKV

[illegible]

Bond Number: 72397917

BID GUARANTY AND CONTRACT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, Waugh Construction, Inc., 2426 Cora Hill Road, Gallipolis, OH 45631 [1] as Principal and Western Surety Company [2] as Surety, are hereby held and firmly bound unto Madison County Commissioners [3] hereinafter called the Obligee, in the penal sum of the dollar amount of the bid submitted by the Principal to the Obligee on September 14, 2021 to undertake the project known as: Madison County – Mount Sterling Water Main Project

The penal sum referred to herein shall be the dollar amount of the Principal's bid to the Obligee, incorporating any additive or deductive alternate proposals made by the Principal on the date referred to above to the Obligee, which are accepted by the Obligee. In no case shall the penal sum exceed the amount of _____ DOLLARS ($_____). If this item is left blank, the penal sum will be the full amount of the Principal's bid, including alternates. Alternatively, if completed, the amount stated must not be less than the full amount of the bid, including alternatives in dollars and cents. A percentage is not acceptable.

For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named Principal has submitted a bid on the above referred to project;

NOW, THEREFORE, if the Obligee accepts the bid of the Principal and the Principal fails to enter into a proper contract in accordance with the bid, plans, details, specifications, and bills of material; and in the event the Principal pays to the Obligee the difference not to exceed ten percent of the penalty hereto between the amount specified in the bid and such larger amount for which the Obligee may in good faith contract with the next lower bidder to perform the work covered by the bid; or in the event the Obligee does not award the contract to the next lower bidder and resubmits the project for bidding, the Principal will pay the Obligee the difference, not to exceed ten percent of the penalty hereof between the amount specified in the bid, or the costs, in connection with the resubmission, of printing new contract documents, required advertising and printing and mailing notices to prospective bidders, whichever is less, then this obligation shall be null and void, otherwise to remain in full force and effect. If the Obligee accepts the bid of the Principal and the Principal within ten days after the awarding of the contract, enters into a proper contract in accordance with the bid, plans, details, specifications, and bills of material, which said contract is made a part of this bond the same as though set forth herein; and

[1] Here insert full name or legal title of Contractor and address
[2] Here insert full name or legal title of Surety
[3] Here insert full name or legal title of Owner

IF THE SAID Principal shall well and truly perform and abide by every condition and covenant and undertaking of the Contract on its part to be performed, and shall indemnify and save harmless the Obligee against all damage suffered by failure to perform said Contract according to the provisions thereof and in accordance with the plans, details, specifications and bills of materials therefor, and shall pay all lawful claims for labor and materials, excluding said Bond, for labor performed or materials furnished for the principal hereof, performing or supplying of said contract, as required and according to the terms thereof, and shall indemnify and save harmless the Obligee against all loss or damage which Obligee may suffer by reason of any such default or failure on the part of the Principal in the performance of said Contract, then this obligation shall be void; otherwise the same shall remain in full force and effect. It being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

THE SAID Surety, for value received, agrees that no modification, extension or addition to the terms of the said Contract or to the plans and specifications hereto attached or any portion thereof, and no change in the said Contract, shall in any way release the Surety from its liability on this Bond, and the Surety hereby waives notice of any such modification, extension or addition to the terms of the Contract or to the work or to the specifications.

SIGNED AND SEALED This 8th day of September, 2021.

Principal

By:

Title

Surety

By:

Attorney-in-Fact

Surety Company Address:
Western Surety Company
151 North Franklin, 19th Floor
Chicago, IL 60606

Principal and Witness Address:
All Seal Contracting, Inc.
6020 Old Town Church Road
Speedwell, TN 37870

1-1

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is duly organized and existing as a corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

John D Webbert, Steven Michael Varga, Melissa Lynn Mc Dade, Individually

of Speedwell, TN, its true and lawful Attorney(s)-in-fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and the seal of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 8th day of August, 2021.

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota
County of Minnehaha } ss

On this 8th day of August, 2021, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say, that he resides in the City of Sioux Falls, State of South Dakota, that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledged same to be the act and deed of said corporation.

My commission expires
March 1, 2026

M. Bent
M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 8th day of September, 2021

WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-2021

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Government Forms and Supplies Ext 1044SKY

WESTERN SURETY COMPANY
Sioux Falls, South Dakota
Statement of Net Admitted Assets and Liabilities
December 31, 2020

ASSETS

Bonds	$ 1,912,532,179
Stocks	25,319,501
Cash, cash equivalents, and short-term investments	40,469,249
Receivables for securities	-
Investment income due and accrued	17,506,947
Premiums and considerations	66,346,899
Amounts recoverable from reinsurers	3,171,900
Current federal and foreign income tax recoverable and interest thereon	2,464,571
Net deferred tax asset	14,052,177
Receivable from parent, subsidiaries, and affiliates	12,599,707
Other assets	-
Total Assets	$ 2,094,493,130

LIABILITIES AND SURPLUS

Losses	$ 215,790,050
Loss adjustment expense	51,323,326
Commissions payable, contingent commissions and other similar charges	10,245,562
Other expenses (excluding taxes, licenses and fees	-
Taxes, License and fees (excluding federal and foreign income taxes)	3,169,742
Federal and foreign income taxes payable	-
Unearned premiums	256,859,522
Advance premiums	5,954,577
Ceded reinsurance premiums payable (net of ceding commissions)	977,849
Amounts withheld or retained by company for account of other	9,740,338
Provision for reinsurance	420,825
Payable to parent, subsidiaries and affiliates	2,297
Payable on security transactions	-
Other liabilities	31,462
Total Liabilities	$ 554,517,555

Surplus Account:		
Common stock	$ 4,000,000	
Gross paid in and contributed surplus	280,071,837	
Unassigned funds	1,255,903,739	
Surplus as regards policyholders		$ 1,539,975,575
Total Liabilities and Capital		$ 2,094,493,130

I, Julie Lee, Assistant Vice President of Western Surety Company hereby certify that the above is an accurate representation of the financial statement of the Company dated December 31, 2020, as filed with the Various Insurance Departments and is a true and correct statement of the condition of Western Surety Company as of that date.

WESTERN SURETY COMPANY

By Julie Lee
Assistant Vice President, External Reporting

Subscribed and sworn to me this 9 day of April, 2021.

My commission expires:

By _____
Notary Public

YOLANDA JIMENEZ
OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires
September 14, 2023

State of Ohio

Department of Insurance

Certificate of Authority

EASTERN SURETY COMPANY

ACORD

CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			MKLV1000104	05/01/2021	05/01/2022	EACH OCCURRENCE $ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) $ 300,000 MED EXP (Any one person) $ 10,000 PERSONAL & ADV INJURY $ 1,000,000 GENERAL AGGREGATE $ 2,000,000 PRODUCTS - COMP/OP AGG $ 2,000,000
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) $ BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE (Per accident) $
	UMBRELLA LIAB EXCESS LIAB DED OCCUR CLAIMS-MADE RETENTION $						EACH OCCURRENCE $ AGGREGATE $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A					PER STATUTE / OTH-ER E.L. EACH ACCIDENT $ E.L. DISEASE - EA EMPLOYEE $ E.L. DISEASE - POLICY LIMIT $
	Equipment Coverage			MKLV1000109	05/01/2021	05/01/2022	$100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER	CANCELLATION
Madison County Commissioners 1 N Main Street London, Ohio 43140	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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Government Forms and Supplies 8210445281V

21-1467748

Ohio Bureau of Workers' Compensation

Certificate of Ohio Workers' Compensation

Policy number and expiration

Policy Holder

Authorized Signature

CERTIFICATE OF OWNER'S ATTORNEY

I, the undersigned, Nick Adkins, the duly authorized and acting legal representative of Madison County, Ohio do hereby certify as follows:

I have examined the attached contract(s) and surety bonds and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions and provisions thereof.

Date: 11/17/21

Ohio Bureau of Workers' Compensation

Required Posting

Section 4123.54 of the Ohio Revised Code requires that a failure of an employer to comply with the posting requirement creates an employment relationship between the employer and any employee who is injured during the period of noncompliance. The employee is entitled to receive benefits under the Ohio Workers' Compensation system. The employer is required to pay the cost of those benefits directly to the Bureau of Workers' Compensation. The employer may also be subject to civil forfeiture of up to $5,000.

Ohio Bureau of Workers' Compensation

CERTIFICATE OF OWNER'S FINANCIAL OFFICER

ATTEST:

I, Jennifer S Hunter Auditor, hereby certify that the money to meet this contract has been lawfully appropriated for the purpose of the contract and is in the treasury of Madison County, Ohio, or is in the process of collection to the credit of the appropriate fund free from prior encumbrance.

SEAL:

F - 4

Following a second from Dr. Xenikis the result of the roll call was: Dr. Xenikis, yes, Mr. Wallace, yes, and Mr. Forrest, was not present for the vote.

Subject: Change Order 1 – Approved – Engineer

Mr. Wallace moved per the request of Bryan Dhume, Engineer, to approve the change order # 1 for the 2021 Old Xenia Paving Project. This change order is to extend the contract completion date until May 31, 2022.

CONTRACT PRICE including this Change Order: $ 443,151.08

CONTRACT TIME will be extended by 212 calendar days.

The Date for Completion of all work shall be: May 31, 2022.

I hereby agree to perform the Additional items listed below for the specified unit price and further I hereby agree to the Non-Performance of items above. I hereby release the County from any further obligation for compensation for any direct and indirect costs incurred as a result of the performance of the Additional items listed below.

Cox Paving LLC
Company Name

By Contractor Estimator Date: 11/10/21
Signature & Title

MADISON COUNTY ENGINEER

Recommended by Date: 11-12-21
Madison County Engineer

Approved by Date: 11-16-21
Madison County Commissioner

Approved by Date: 11-16-21
Madison County Commissioner

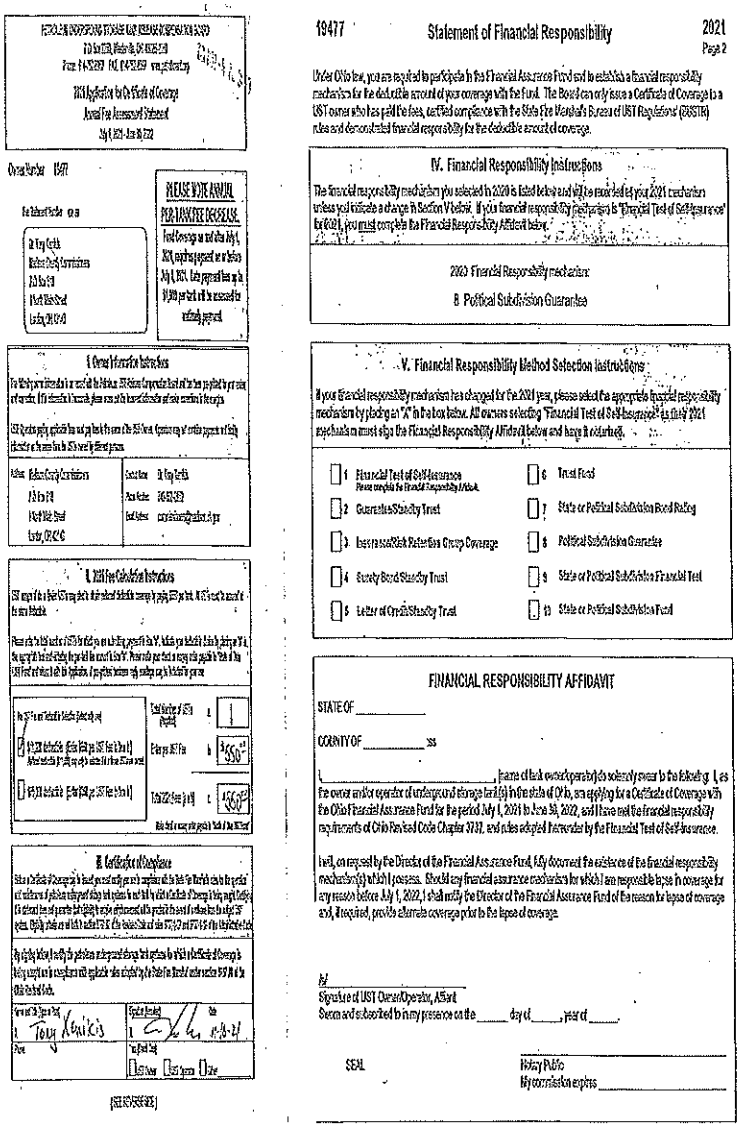
Approved by Date: 11-16-21
Madison County Commissioner

Following a second from Dr. Xenikis the result of the roll call was: Dr. Xenikis, yes, Mr. Wallace, yes, and Mr. Forrest, yes.

Government Forms and Supplies Ez10448XV

Subject: Petroleum Underground Storage Tank – Approved – Sanitary Sewer

Mr. Wallace moved to approve the Petroleum Underground Storage Tank Release document for the Sanitary Sewer District Department.



19477 Statement of Financial Responsibility 2021
Page 2

Under Ohio law, you are required to participate in the Financial Assurance Fund and to establish a financial responsibility mechanism for the deductible amount of your coverage with the Fund. The Board can only issue a Certificate of Coverage to a UST owner who has paid the fees, certified compliance with the State Fire Marshal's Bureau of UST Regulations' (BUSTR) rules and demonstrated financial responsibility for the deductible amount of coverage.

IV. Financial Responsibility Instructions

The financial responsibility mechanism you selected in 2020 is listed below and will be considered by your 2021 mechanism unless you indicate a change in Section V below. If you financial responsibility mechanism is "Financial Test of Self-Assurance" for 2021, you must complete the Financial Responsibility Affidavit below.

2020 Financial Responsibility mechanism:

8 Political Subdivision Guarantee

V. Financial Responsibility Method Selection Instructions

If your financial responsibility mechanism has changed for the 2021 year, please select the appropriate financial responsibility mechanism by placing an "X" in the box below. All owners selecting "Financial Test of Self-Assurance" as their 2021 mechanism must sign the Financial Responsibility Affidavit below and have it notarized.

[ ] 1 Financial Test of Self-Assurance (Please complete the Financial Responsibility Affidavit.)	[ ] 6 Trust Fund
[ ] 2 Guarantee/Standby Trust	[ ] 7 State or Political Subdivision Bond Rating
[ ] 3 Insurance/Risk Retention Group Coverage	[ ] 8 Political Subdivision Guarantee
[ ] 4 Surety Bond/Standby Trust	[ ] 9 State or Political Subdivision Financial Test
[ ] 5 Letter of Credit/Standby Trust	[ ] 10 State or Political Subdivision Fund

FINANCIAL RESPONSIBILITY AFFIDAVIT

STATE OF _____

COUNTY OF _____ ss

I _____, [name of the] owner/operator/[officer of the owner/operator], solemnly swear to the following: I, as the owner and/or operator of underground storage tank(s) in the state of Ohio, am applying for a Certificate of Coverage with the Ohio Financial Assurance Fund for the period July 1, 2021 to June 30, 2022, and I have met the financial responsibility requirements of Ohio Revised Code Chapter 3737, and rules adopted thereunder by the Financial Test of Self-Assurance.

I will, on request by the Director of the Financial Assurance Fund, fully document the existence of the financial responsibility mechanism(s) by which I possess. Should any financial assurance mechanism for which I am responsible lapse in coverage for any reason before July 1, 2022, I shall notify the Director of the Financial Assurance Fund of the reason for lapse of coverage and, if required, provide alternate coverage prior to the lapse of coverage.

M _____
Signature of UST Owner/Operator, Affiant
Sworn and subscribed to in my presence on the _____ day of _____, year of _____.

SEAL

_____
Notary Public
My commission expires _____

LISTING OF EXISTING FACILITIES 2021
FACILITY INFORMATION INSTRUCTIONS

ALL FACILITY PAGES MUST BE RETURNED WITH YOUR APPLICATION

The facilities listed below are the facilities that you as a tank owner reported to the Petroleum UST Release Compensation Board for the 2020 year (July 1, 2020 - June 30, 2021). If there are any changes in the information presented, please make corrections on this sheet. You must fill in the number of tanks being paid for in the 2021 year in the space provided on this form. If your USTs were sold, removed, or installed during the 2020 year, please complete and submit the appropriate Transfer of Ownership, Tank Installation, Tank Replacement and/or Tank Removal Notification Form(s) available on the Board's website at www.petroboard.org/forms.htm.

Owner #	Facility #	BUSTR I.D. #	Facility County	Number of Tanks 2021
19477	19477-0002	49018038	Madison	
Facility Name			Facility Address	
Madison County Waterworks			1380 Old Springfield Road	
Facility Phone	Facility City			Facility Zip
740-846-1702	London			43140
Operator Name / Number			Operator Address	
Same as Owner				
Operator Phone	Operator City			Operator Zip

Page 1 of 2

Following a second from Dr. Xenikis the result of the roll call was: Dr. Xenikis, yes, Mr. Wallace, yes, and Mr. Forrest, was not present for the vote.

Government Forms and Supplies 8210445RKV

Subject: Resolution – Approved – Treasurer

Mr. Wallace moved per the request of Jennifer Hunter, Auditor, (on behalf of Stacey McKenzie, Treasurer) to approve the resolution to terminate the lease with Pitney Bowes for the Treasurer's postage machine.

Stacey L. McKenzie
MADISON COUNTY TREASURER

Email – treasurer@co.madison.oh.gov

PO Box 675
1 North Main St
London, Ohio 43140

Phone 740-852-1936
Toll Free 1-877-454-3309
Fax 740-845-1775

October 13, 2021

Madison County Commissioners
1 N Main St
London Ohio 43140

Dear Commissioners,

The postage machine in my office comes out of fund 1000-A01c-50030 $1333.35 every three months for the next three years. I would like to terminate my lease with Pitney Bowes as we have access to the postage machine in the basement and I feel that it is a waste of county funds. Would you pass a resolution to no longer fund lease number 0040856829 with Pitney Bowes

Sincerely,

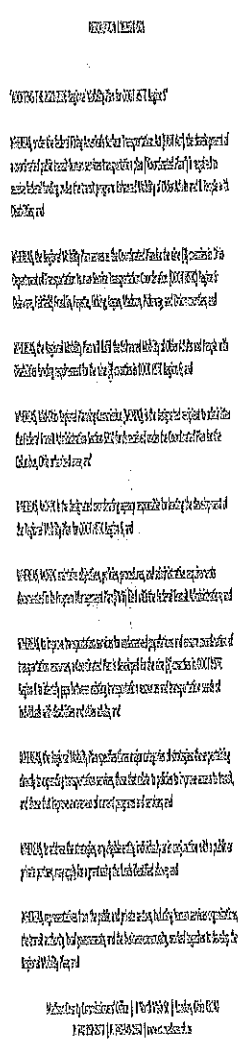
Stacey L. McKenzie, Madison County Treasurer

MARK FORREST NOT PRESENT FOR VOTE

Following a second from Dr. Xenikis the result of the roll call was: Dr. Xenikis, yes, Mr. Wallace, yes, and Mr. Forrest, was not present for the vote.

Subject: Resolution – Approved – Regional Plan

Mr. Wallace moved to approve the Resolution - # 1162021-001 adopting The 2021 – 2026 Regional Mobility Plan for DOT HSTC Region 6.



WHEREAS, Madison County at its 16th day of November, 2021 meeting recommended adoption of this resolution; now therefore

BE IT RESOLVED BY THE COUNTY COMMISSIONERS OF Madison County

Section 1. That the Regional Mobility Plan be adopted as the official coordinated public transit-human services transportation plan for ODOT HSTC Region 6.

Section 2. That MORPC will continue to maintain its PMP and assist subrecipients.

Section 3. That it recommends eligible applicants incorporate or support proposed strategies into the planning and program efforts to improve transportation options in the region.

Section 4. That this Ohio county finds and determines that all formal deliberations and actions of this board of county commissioners concerning and relating to the adoption of this resolution were taken in open meetings of this committee.

Dr. Tony Xenikis
Madison County Commissioner, Chairman

Chris Wallace
Madison County Commissioner

NOT PRESENT
Mark Forrest
Madison County Commissioner

Date: November 16, 2021

Prepared by: MORPC Transportation Staff

Following a second from Dr. Xenikis the result of the roll call was: Dr. Xenikis, yes, Mr. Wallace, yes, and Mr. Forrest, was not present for the vote.

Government Forms and Supplies 8210448SKV

Subject: Resolution – Approved – Sanitary Sewer

Mr. Wallace moved to approve the Resolution # 11-162021-005 for the water rates for residential and commercial customers for Water District # 1.

[redacted]

[redacted]

[redacted]

Subject: Resolution – Approved – Engineer

Mr. Wallace moved per the request of Bryan Dhume, Engineer, to approve the Resolution # 11-2021-003 enacted by the Board of Commissioners Madison County, Ohio hereinafter referred to as the Local Public Agency (LPA), in the matter of the described project.

PID Number 113412

CERTIFICATE OF COPY
STATE OF OHIO

Board of County Commissioners
Madison County, Ohio

I, Katie Wiseman, as Clerk of the Board of Commissioners of Madison County, Ohio, do hereby certify that the foregoing is a true and correct copy of the Resolution adopted by the legislative Authority of the said Board of Commissioners on the 16th day of November A.D. 2021, that the publication of such Resolution has been made and certified of record according to law; that no proceedings looking to a referendum upon such Resolution have been taken; and that such Resolution and certificate of publication thereof are of record in Resolution Record Number Journal 95, Page 88.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, if applicable, this 16 day of November, 2021.

Katie Wiseman
Clerk

(SEAL)
(If Applicable)

Board of Commissioners
Madison County, Ohio

The aforegoing is accepted as a basis for proceeding with the project herein described.

For the Board of County Commissioners
Madison County, Ohio

Attest: _____ _____, Date _____
Contractual Officer

For the State of Ohio

Attest: _____ _____, Date _____
Director, Ohio Department of Transportation

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[illegible]

[illegible]

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the LPA or their consultant prior to the construction contract award date will not be eligible for reimbursement under this Agreement.

6.2 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.

6.3 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.

6.4 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 requests 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 on a daily basis as the items of work are completed and accepted.

6.5 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. ODOT shall pay the Contractor or reimburse the LPA within thirty (30) days of receipt of the approved Contractor's invoice from the LPA.

6.6 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 lien. Failure to so notify ODOT or failure to process a mechanic's lien in accordance with the provisions of Chapter 1311 of the ORC 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 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 lien is resolved.

6.7 Payment or reimbursement to the LPA shall be submitted to:

Bryan Dhume, PE, PS
Madison County Engineer
825 US42 NE
London, Ohio 43140-8512

9.1 If any reason the LPA cannot complete any portion of the work in accordance with the terms of the Contract, or if the LPA does not comply with any term of this Agreement, or fails to make any payment to ODOT when required by this Agreement or any other agreement, or fails to obtain any approval from ODOT prior to implementing any change in the PROJECT, ODOT may withhold payments to the LPA under this Agreement and any other agreement between ODOT and the LPA, and may suspend the LPA's further performance of the PROJECT until the LPA corrects the failure or noncompliance. Furthermore, ODOT may determine that the LPA will be ineligible for additional funding for the PROJECT, and may withdraw or withhold approval of any or all future PROJECTS with the LPA until all issues related to the failure or noncompliance are corrected to the satisfaction of ODOT. The foregoing remedies are in addition to any other rights and remedies ODOT may have under this Agreement or otherwise under law.

9.2 If ODOT agrees any suspension or termination of the work, ODOT reserves the right to cancel its funding commitment in paragraph 8.1 and, if necessary, withhold any other funds that may otherwise be payable to the LPA under this or any other agreement. The LPA agrees to cooperate with ODOT in the event ODOT elects to exercise its rights under this paragraph 9.2, and agrees that in the event ODOT withholds funds that would otherwise be payable to the LPA under this or any other agreement, the LPA waives any and all claims it may have against ODOT for compensation or damages that the LPA may incur as a result of ODOT's withholding of funds.

9.3 Any LPA right, claim, interest, and/or right of action, whether contractual or statutory in nature, or otherwise in any manner arising out of, or related to any work performed or to be performed by the Contractor on the PROJECT (the "Claim"), may be assigned to ODOT, at ODOT's discretion, if the LPA's rights to the Claim are subject to any other person(s) having any right of action which could subrogate the Claim or may be enforced. The LPA shall immediately notify ODOT in writing of any Claim. The LPA further authorizes ODOT to file, compromise, or settle any such Claim, if so directed by ODOT, and agrees that ODOT is fully subrogated to the LPA and is entitled to all of 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 Claim(s), including requests for information and documents and/or testimony.

9.4 After completion of the PROJECT, and as a condition of Title 23 United States Code ("23 USC") and applicable provisions of the ORC, the LPA shall maintain the PROJECT in design standards and provide adequate maintenance activities for the PROJECT, unless otherwise agreed to by ODOT. The PROJECT must remain under the public ownership and authority for 20 years unless otherwise agreed to by ODOT and FHWA/FTA or statutorily exempted. 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.

9.5 The LPA shall provide the final invoice, and final report (Appendix P hereto) for the Construction Engineering of the LPA Work(s) along with all necessary closeout documentation within 6 months of the physical completion date of the PROJECT. All costs must be submitted within 6 months of the end of the completion date. Failure to submit final invoices along with the necessary closeout documentation within the 6-month period may result in closeout of the PROJECT and loss of eligibility for receiving future non-Federal State funds.

9 CERTIFICATION AND RECAPTURE OF FUNDS

9.1 This Agreement is subject to the determination by ODOT that sufficient funds have been appropriated by the Ohio General Assembly to the State for the purpose of this Agreement and to the certification of funds by the Office of Budget and Management, as required by ORC section 126.07. If ODOT determines that sufficient funds have not been appropriated for the purpose of this Agreement or the Office of Budget and Management fails to certify the availability of funds for this Agreement or any renewal thereof, this Agreement or the then existing portion of this Agreement may be terminated by ODOT.

9.2 Unless otherwise directed by ODOT, if for any reason the PROJECT is not completed to the satisfaction of ODOT and FHWA, the LPA shall repay to ODOT the amount made available to the LPA by ODOT for and on behalf of the PROJECT. In turn, ODOT shall refund FHWA an amount equal to the total amount of funds it has received for the PROJECT. If the LPA has received ODOT funds on behalf of the LPA that exceeds the PROJECT costs incurred on behalf of the PROJECT, any funds recovered from the performance and payment bond are required to be used to reimburse the Federal share of such excess costs 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 ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, will have an equal opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided in conjunction with this Agreement. To meet this requirement, subcontractors who claim to be DBEs must be certified by ODOT. The LPA shall require that all contracts and other agreements it enters into for the performance of the PROJECT contain the following specific language:

> Disadvantaged Business Enterprise (DBE) Requirement. DBE participation goals (subcontracts, materials, supplies) have been set on this PROJECT for those certified as DBEs pursuant to Title 23, U.S.C. section 140(c) and 49 CFR, Part 26, and where applicable qualified to bid with ODOT under Chapter 5525 of the ORC.
>
> ODOT shall supply the percentage goal to the LPA upon review of the Engineer's Estimate. Prior to executing the contract with the contractor, and in order for ODOT to encumber the Federal/State funds, the contractor must demonstrate compliance with the DBE Utilization Plan and Good Faith Efforts requirements.
>
> **GOOD FAITH EFFORTS (GFEs)**
>
> In the event that the DBE contract goal established by ODOT is not met on a project, the Contractor shall demonstrate that it made adequate good faith efforts to meet the goal, even though it did not succeed in obtaining enough DBE participation to do so.
>
> The Contractor shall demonstrate its GFEs by submitting information including but not limited to the following to the LPA:
>
> (1) All written quotes received from certified DBE firms;
> (2) All written (including email) communications between the Contractor and DBE firms;
> (3) All written solicitations to DBE firms, even if unsuccessful;

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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 United States Department of Transportation (hereinafter "U.S. DOT") Title 49, Code of Federal Regulations, 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

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 obligation of the parties herein may be terminated by either party with thirty days written notice to the other party. In the event of termination, the LPA shall cease 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.

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

13. THIRD PARTIES AND RESPONSIBILITIES FOR CLAIMS

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

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

14. NOTICE

14.1 Notice under this Agreement shall be directed as follows:

If to the LPA:	If to ODOT:
Bryan Dhume, PE, PS	Mitch McDonald
Madison County Engineer	Ohio Department of Transportation District 6
825 US42 NE	400 East William Street
London, Ohio 43140-6512	Delaware, Ohio 43015
Bryan.Dhume@madison.oh.gov	Mitchell.McDonald@dot.ohio.gov

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[illegible]

[illegible]

[illegible]

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 R.C. 153.02 or R.C. 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 of Ohio. 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:	STATE OF OHIO OHIO DEPARTMENT OF TRANSPORTATION
By:	By:
Title:	Jack Marchbanks Director
Date:	Date:

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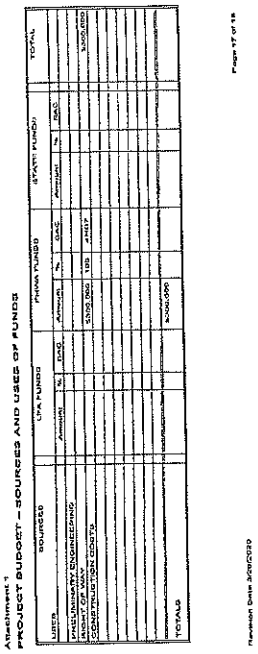

Attachment 1
PROJECT BUDGET – SOURCES AND USES OF FUNDS

SOURCES	LPA FUNDS			PIDN FUNDS			STATE FUNDS			TOTAL
USES	Amount	%	OAKS	Amount	%	OAKS	Amount	%	OAKS	AMOUNT
PRELIMINARY ENGINEERING										
RIGHT OF WAY										
CONSTRUCTION COSTS										
TOTALS										

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Revision Date 3/26/2020

Attachment 2

DIRECT PAYMENT OF CONTRACTOR

At the direction of the LPA and upon approval of ODOT, payments for work performed under the terms of the Agreement by the LPA's contractor shall be paid directly to the contractor in the pro-rata share of Federal/State participation. The invoice package shall be prepared by the LPA as previously defined in this Agreement, and shall indicate that the payment is to be made to the contractor. In addition, the invoice must state the contractor's name, mailing address and OAKS Vendor ID. Separate invoices shall be submitted for payments that are to be made to the contractor and those that are to be made to the LPA.

When ODOT uses Federal funds to make payment to the contractor, all such payments are considered to be expenditures of Federal funds received and also expended by the LPA (sub recipient). Accordingly, the LPA is responsible for tracking the receipts and payments and reporting the payments Federal (Receipts) Expenditures on the Schedule of Expenditures of Federal Awards (SEFA). An LPA that fails to report these funds accurately and timely may be required to restate the SEFA to comply with Federal reporting requirements.

We *(INSERT NAME OF LPA)* request that all payments for the Federal/State share of the construction costs of this Agreement performed by *(CONTRACTOR'S NAME)* be paid directly to *(CONTRACTOR'S NAME)*.

VENDOR Name:	Error! Reference source not found.
Oaks Vendor ID:	0000000000
Mailing Address:	Error! Reference source not found.
	Error! Reference source not found.
LPA signature:	

LPA Name:	Error! Reference source not found.
Oaks Vendor ID:	0000000000
Mailing Address:	Error! Reference source not found.
	Error! Reference source not found.
ODOT Approval signature:	

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Revision Date 3/26/2020

Following a second from Mr. Forrest the result of the roll call was: Dr. Xenikis, yes, Mr. Wallace, yes, and Mr. Forrest, yes.

Subject: Resolution – Approved – Engineer

Mr. Wallace moved per the request of Bryan Dhume, Engineer, to approve the Resolution # 11-2021-002 enacted by the Board of Commissioners Madison County, Ohio hereinafter referred to as the Local Public Agency (LPA), in the matter of the described project.

PID Number 113419

PRELIMINARY LEGISLATION
FC SR314

Resolution Number 11-2021-002
PID Number 113419
MAD-VARIOUS Paving FY22
ODOT Agreement Number 37314

The following is Resolution as to the Board of Commissioners Madison County, Ohio, hereinafter referred to as the Local Public Agency (LPA), in the matter of the described project.

SECTION I - Project Description

WHEREAS, MADISON COUNTY has identified the need for the described project.

This project proposes to resurface various Madison County Roads.

NOW, THEREFORE, be it resolved by the Board of Commissioners of Madison County, Ohio,

SECTION II - Cooperative Agreement

The LPA will cooperate with the Director of Transportation in the described project.

SECTION III - Authority to Sign

The County Engineer is hereby empowered on behalf of the County to enter into contracts with the Director of Transportation necessary to complete the described project.

Aye: 11-16 , 2021.
(Date)

Attest: Katie Wilson
(Clerk)

MADISON COUNTY
COMMISSIONERS

This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare of the County of Madison and for the reason that prompt and immediate action is required to take advantage of the LPA's share of funds made available for the project, and therefore, this Resolution shall take effect and be in force from and after the earliest period allowed by law.

PID Number 113419

CERTIFICATE OF COPY
STATE OF OHIO

Board of County Commissioners
Madison County, Ohio

I, Katie Wilson, as Clerk of the Board of Commissioners of Madison County, Ohio, do hereby certify that the foregoing is a true and correct copy of the Resolution adopted by the legislative Authority of the said Board of Commissioners on the 16th day of November, 2021, that the publication of such Resolution has been made and certified of record according to law, that no proceeding looking to a referendum upon such Resolution have been taken; and that such Resolution and certificate of publication thereof are of record in Resolution Record Number Journal 95, Page 34.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, if applicable, this 16th day of November, 2021.

Katie Wilson
Clerk

(SEAL)
(If Applicable)

Board of Commissioners
Madison County, Ohio

The aforegoing is accepted as a basis for proceeding with the project herein described.

For the Board of County Commissioners
Madison County, Ohio

Attest: _____ _____, Date _____
Contractual Officer

For the State of Ohio

Attest: _____ _____, Date _____
Director, Ohio Department of Transportation

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3. FUNDING

3.1 The total cost for the PROJECT is estimated to be $2,600,000.00 as set forth in Attachment 1. ODOT shall provide to the LPA 80% percent of the eligible costs, up to a maximum of $2,080,000.00 in Federal funds ($2,000,000.00 is Construction Funds for FY2022). This maximum amount reflects the funding limit for the PROJECT set by the applicable Program Manager. Unless otherwise provided, funds through ODOT shall be applied only to the eligible costs associated with the actual construction of the transportation project improvements and construction engineering/inspection activities.

3.2 The LPA shall provide all other financial resources necessary to fully complete the PROJECT, including all 100 percent Locally-funded work, cost overruns and contractor claims.

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 LPA shall make use of ODOT's Location and Design Manual (L&D), or the appropriate AASHTO publication). Even though the LPA may use its own standards, ODOT may require the LPA to use a design based on the L&D Manual for projects that contain a high crash rate or areas of crash concentrations. Where the LPA has adopted ODOT standards for the PROJECT, the LPA shall be responsible for ensuring that any ODOT standards used for the PROJECT are current and/or updated. The LPA shall be responsible for periodically contacting the ODOT District LPA Coordinator or through the following Internet website for any changes or updates: www.dot.state.oh.us/dnc/Pages/default.aspx

4.4 The LPA shall either designate an LPA employee, who is a registered professional engineer, to act as the Project Design Engineer and serve as the LPA's principal representative for attending to project responsibilities or 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 sections 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 sate 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 and related regulations, including the requirements of the National Historic Preservation Act, and for securing all necessary permits.

6.2 If the LPA does not have the qualified staff to perform any or all of the required environmental inspection for the PROJECT, the ODOT Professional Consultant Prequalification Program (PCPP) permits the pre-qualified list to include lists for ODOT and any or all of the districts. As such, ODOT, if the LPA elects to use a qualified consultant, the LPA is the responsible for ensuring the consultant's activities and reporting for the consultant is in keeping with all Federal and State laws, regulations, policies, and guidance.

6.3 ODOT shall be responsible for the review of all environmental documents and reports and shall complete all required coordination activities with State and Federal regulating agencies toward securing environmental clearance.

6.4 The LPA shall be responsible for securing any plans which necessitate work on any part of the PROJECT that involves environmental clearance and/or permit requirements during the construction of the PROJECT.

6.5 The LPA shall require its consultant, related to projects that involve natural resources, to provide to the requirements of the National Environmental Policy Act, to provide a copy of a finalized statement specifying that the consultant has no financial or other interest in the outcome of the PROJECT.

6.6 For LPA's that submit a NOI to OEPA for construction coverage under the National Pollution Discharge Elimination System (NPDES) General Permit Program for all projects where the combined disturbance of the project area is one (1) acre or more. If the LPA chooses not to use ODOT's NOI, for Federal Aid LPA projects, they may use an alternative post-construction BMP vetted with Ohio EPA approval.

5. RIGHT OF WAY, UTILITIES AND ACCOMMODATION

5.1 All right-of-way 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 the 1987 Federal Aid Surface Transportation Uniform Act, any related Federal regulations issued by the FHWA, and State rules, policies and guidelines issued by ODOT.

5.2 If existing and any new right-of-way is required for the PROJECT, the LPA shall certify that the all right-of-way has been acquired in accordance with Federal and State laws, regulations, policies, and guidance. For 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 required right-of-way functions, the LPA shall hire an ODOT Pre-qualified Consultant through a ODOT 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 the reviewer will staff the hired hired by the LPA. However, a consultant hired to perform right-of-way acquisition work is not permitted to perform both the valuation and valuation review functions. Valuation review shall be performed by an independent staff or the reviewer.

5.3 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 guidance.

5.4 All acquisition and relocation 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 State rules, policies and guidance issued by ODOT. The LPA shall certify to ODOT that no person to be displaced has been required to vacate the property until after the LPA has made available at least one comparable replacement dwelling. The comparable replacement dwelling will be within the financial means of the displaced family or individual, and reasonably accessible to the person's place of employment. No person lawfully occupying real property shall be required to move from a dwelling or to move his or her business or farm operation without at least ninety (90) days written notice from the LPA of the earliest date by which such move is required. All displacements will be carried out without regard to race, color, religion, sex, or national origin of the occupants. Relocation assistance activities shall be performed in accordance with the requirements described in the ODOT Right of Way Manual. Last resort housing will be used when necessary. Relocation records shall be prepared and maintained in sufficient detail to demonstrate compliance with applicable laws and regulations governing the relocation program. Upon request, these records will be made available to ODOT, FHWA, or their authorized representatives for review or inspection. All relocation activities shall be performed by a qualified person or persons hired by the LPA.

6.6 The LPA shall provide the ODOT District Office with its certification that all right of way property rights necessary for the PROJECT are under the LPA's control, that all right of way 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 Right of Way Certification, 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 of the 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. 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.

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.

6.8 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 Consistent with sections 10.1 and 10.4 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 10.1 and 10.4 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.

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 Coordinator 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 twenty-one (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 selling the contracts.

7.4 The LPA must incorporate ODOT's LPA Bid Template in its bid documents. The template includes Form FHWA-1273, Required Contract Provisions, a set of contract provisions and proposal notices

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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 requests 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 on a daily basis 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. ODOT shall pay the Contractor or reimburse the LPA within thirty (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 lien. Failure to so notify ODOT or failure to process a mechanic's lien in accordance with the provisions of Chapter 1311 of the ORC 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 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 lien is resolved.

8.7 Payment or reimbursement to the LPA shall be submitted to:

Bryan Dianne, PE, PS
Madison County Engineer
825 US42 NE
London, Ohio 43140-8512

11 If any aspect of the LPA's compliance with this Agreement, in the sole judgment of the Contractor, is found by ODOT to create approval of FHWA or any other agency, ODOT may withhold approval of any further action, activity or payment under this Agreement until such time as the LPA has corrected the deficiency to the satisfaction of ODOT, FHWA or any other agency. If the LPA fails to correct the deficiency, ODOT may withdraw any Agreement and cancel any or all of the Federal funding commitment.

12 ODOT agrees to any reasonable extension of the work by the LPA which will delay completion of the PROJECT beyond the time limits contained in this Agreement, provided the LPA requests the extension in writing prior to the date on which the LPA wishes the extension to be effective. The request must state the reasons for the extension. ODOT will respond to the LPA's request in writing. If the extension request is approved by ODOT, the written response will specify the new time limit(s) for completion of the work. Such approval will not be unreasonably withheld.

13 Any LPA right, claim, interest or other right of action, whether contingent or matured, arising out of, or relative to, any contract entered into by the LPA for the work to be performed by the Contractor on the PROJECT (the "Claim"), may be assigned to ODOT, and ODOT shall have all of the LPA's rights in the Claim and rights of recovery under the contract as are necessary to enable ODOT to assert the Claim and prosecute the same to completion, all for and on behalf of the LPA. Any recovery on the Claim, after reimbursement of all of ODOT's costs and expenses in connection therewith, shall be promptly paid by ODOT to the LPA. The LPA agrees to cooperate with reasonable requests from ODOT in connection with prosecuting any claim or the completion of any litigation or similar matter contemplated by this paragraph (including without limitation, testifying at trial).

14 After completion of the PROJECT, and for a period of three (3) calendar years from the date of final payment of the LPA's contract for the PROJECT, the LPA shall maintain the PROJECT in accordance with the provisions of 23 CFR 635.109 and any other applicable laws, regulations, and policies. However, the LPA shall not perform or permit any changes in the PROJECT without the prior written approval of FHWA and ODOT. During this period, the LPA shall make the PROJECT available for inspection by ODOT, FHWA and any other duly authorized agent of the State or Federal government at all reasonable times. If any of the PROJECT is sold, leased, or otherwise disposed of, or if any change is made in the use of the PROJECT from the use stated in the then most recent application submitted to ODOT, FHWA or any other agency administering the funding for the PROJECT, and if so requested by ODOT, FHWA or such other agency, the LPA shall promptly notify the appropriate agency of the sale, lease, disposition, or change in use, and shall take such action as may be necessary, or as directed by the appropriate agency, to preserve the Federal interest in the PROJECT.

15 The LPA shall provide for right of access and other rights deemed necessary by ODOT to inspect the PROJECT at any time during the period of performance and during the three (3) calendar year period after the PROJECT is completed. The LPA shall cooperate with ODOT, FHWA and other parties in any inspections undertaken. Any deficiencies found during the inspection must be corrected by the LPA within sixty (60) days after receipt of notice from ODOT, unless a longer period is allowed by ODOT. If the LPA does not correct the deficiencies within the time allowed, ODOT may withhold approval of any further work or payments to the LPA for the PROJECT until the deficiencies are corrected. If any of the PROJECT is sold, leased, or otherwise disposed of, and if so requested by ODOT, FHWA or such other agency administering the funding for the PROJECT, a portion of the proceeds shall be paid to the appropriate agency. The amount paid will be computed on the basis of the ratio of the Federal participation in the PROJECT to the original total cost of the PROJECT. However, the amount paid may be adjusted to reflect any increase in the value of the PROJECT due to betterments. Any proceeds from the sale must be used first to pay any debt service due on general obligation bonds issued to finance the LPA's share of the PROJECT costs.

I. DISADVANTAGED BUSINESS ENTERPRISE

16 This Agreement is subject to the following requirements: Contracts with DBE participation goals have been established by the Ohio Department of Transportation (ODOT) for the purpose of the Agreement and the Federal-aid highway projects it authorizes. Each bidder, as a condition to bidding, must make good faith efforts, as defined in Appendix B of 49 CFR Part 26, to meet the established goals for DBE participation in the performance of the contract. Each bidder must document these efforts and commitments to meet the goals established for the project. Each bidder must show that sufficient work will be performed by DBEs to meet the established goals, or that sufficient good faith efforts were made to meet the goals even though they were not met. Each bidder must submit the documentation within five business days after bid opening. Failure to submit the documentation within the specified time may cause the bid to be declared non-responsive and may result in rejection of the bid. Award of the contract, if awarded, will be made to the lowest responsive bidder who makes good faith efforts as defined in Appendix B of 49 CFR Part 26.

17 Unless otherwise specified by ODOT, if the agreement for PROJECT is not completed by the end of the calendar year in which the PROJECT was authorized by FHWA, the LPA shall prepare and submit to ODOT by January 30th of the following year a DBE Participation Report in the format required by ODOT. The LPA shall submit annual reports to ODOT until the PROJECT is complete and FHWA has granted final acceptance. The LPA shall require each subcontractor to report DBE participation to the LPA in a timely manner to assist in meeting the LPA's reporting requirements.

18 The LPA shall maintain all documentation related to DBE contract compliance during the performance of the PROJECT and for a period of three years after the PROJECT is complete. Such documentation shall include, but not be limited to, copies of all bid tabulations, proposals accepted, subcontractor quotations received, records of materials received, and invoices or estimates. The LPA shall require its contractors and subcontractors to maintain similar records and, upon request, to make them available for review by ODOT, FHWA, or their authorized representatives. Failure to maintain adequate documentation may result in the withholding of payments to the LPA.

19 The LPA shall require the Contractor to submit, before payments are released for 90% of the work completed on the contract, complete and accurate information regarding the actual DBE participation on the PROJECT, including the identity of each DBE and the dollar amount paid to each DBE. If the LPA or Contractor has decided, for justifiable reasons, to use less than the committed DBE participation, the LPA shall submit documentation explaining the reasons for the difference. The LPA shall require the Contractor to obtain all necessary and relevant data from its DBE subcontractors in order to report the final DBE participation to ODOT within 30 days of completing the PROJECT.

20. 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 ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, will have an equal opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided in conjunction with this Agreement. To meet this requirement, subcontractors who claim to be DBEs must be certified by ODOT. The LPA shall require that all contracts and other agreements it enters into for the performance of the PROJECT contain the following specific language:

> Disadvantaged Business Enterprise (DBE) Requirement. DBE participation goals (subcontracts, materials, supplies) have been set on this PROJECT for those certified as DBEs pursuant to Title 23, U.S.C. section 140(c) and 49 CFR, Part 26, and where applicable qualified to bid with ODOT under Chapter 5525 of the ORC.
>
> ODOT shall supply the percentage goal to the LPA upon review of the Engineer's Estimate. Prior to executing the contract with the contractor, and in order for ODOT to encumber the Federal/State funds, the contractor must demonstrate compliance with the DBE Utilization Plan and Good Faith Efforts requirements.
>
> GOOD FAITH EFFORTS (GFEs)
>
> In the event that the DBE contract goal established by ODOT is not met on a project, the Contractor shall demonstrate that it made adequate good faith efforts to meet the goal, even though it did not succeed in obtaining enough DBE participation to do so.
>
> The Contractor shall demonstrate its GFEs by submitting information including but not limited to the following to the LPA:
>
> (1) All written quotes received from certified DBE firms;
> (2) All written (including email) communications between the Contractor and DBE firms;
> (3) All written solicitations to DBE firms, even if unsuccessful.

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(k) Cooperate with non-DBE contractors and DBE contractors in the award of subcontracts; and

(l) Not participate in any activity that circumvents the DBE program or that unfairly impedes the fair participation of DBEs in DOT-assisted contracts.

Part 26.13(a) and (b) DBE assurance. The following clause is required to be adopted verbatim in the DBE program:

The Madison County Board of Commissioners and the Ohio Department of Transportation shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Madison County Board of Commissioners shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discriminatory participation of all businesses. The Madison County Board of Commissioners shall not directly or through contractual or other arrangements use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE program with respect to individuals of a particular race, color, national origin, or sex.

The Madison County Board of Commissioners has signed an assurance that it must comply with the DBE requirements of 49 CFR Part 26 and the Ohio Department of Transportation DBE program.

Part 26.13(c) DBE assurance. The following clause is required to be made a part of each DOT-assisted contract entered into by the Madison County Board of Commissioners:

The Madison County Board of Commissioners and its contractor agree to ensure that DBEs as defined in 49 CFR Part 26 have the opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under this agreement. In this regard, the Madison County Board of Commissioners and its contractor shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBEs have the opportunity to compete for and perform contracts. The Madison County Board of Commissioners and its contractor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts.

Part 26.13(d) DBE assurance. The following clause is required to be made a part of each DOT-assisted contract entered into by the Madison County Board of Commissioners:

The contractor, sub-recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Madison County Board of Commissioners deems appropriate.

Part 26.13(e) DBE assurance. The following clause is required to be made a part of each DOT-assisted contract entered into by the Madison County Board of Commissioners:

(a) Cooperate with non-DBE contractors and DBE contractors in the award of subcontracts; and

(b) Not participate in any activity that circumvents the DBE program or that unfairly impedes the fair participation of DBEs in DOT-assisted contracts.

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 United States Department of Transportation (hereinafter "U.S. DOT") Title 49, Code of Federal Regulations, 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

Right is reserved for Patents of the FHWA, and in addition, the LPA may request the United States to enforce its own rights to protect the interests of the United States.

11. DATA, PATENT AND COPYRIGHT RIGHTS - PUBLIC USE

11.1 The LPA shall assure that any design, specification, processes, drawings or other intellectual property specifically developed for the PROJECT by its consultants or contractors performing work become the property of the LPA, and that other proprietary work designs, specifications processes, drawings 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 consultants and contractors shall not assert any claim, copyright, patents, or other forms of proprietary protection for such designs, specifications, processes, drawings or other intellectual properties, and in providing them to the PROJECT shall relinquish any such protections to which they exist.

11.2 The LPA shall not allow its consultants or contractors to utilize work for the development of the PROJECT any copyrighted materials or patented designs, specifications, process, drawings or other intellectual property unless the consultant or contractor has provided for such use by suitable legal agreement with the owner of such copyright, patent or design protection. A consultant or contractor making use of such protected items for the PROJECT shall indemnify and save harmless the LPA and any officials of the 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 processing or similar charges are made or to be made by the patentee, any published and unpublished agreements are filed with the LPA, governing the payment of royalties for unrestricted use of all such proprietary rights and materials that grant proper and lawful publication of charges, such patented pavements or wearing courses may be specifically designated in the proposal and competitive bidding upon the item exclusive of the general proprietary charges.

12. REMEDIES/DEFAULT AND BREACH OF CONTRACT

12.1 Except as failure of the LPA to comply with any of the terms, conditions, or provisions of this Agreement, including reimbursement of funds, may be an event of default, unless such failure is excused as the result of natural disasters, strikes, lockouts, acts of public enemies, insurrections, riots, explosions, civil disturbances, explosions, orders of any kind of the government of the United States or State of Ohio 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 thirty (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, the LPA shall have thirty (30) days from the date of such notification to remedy the default, or, if the remedy will take in excess of thirty (30) days to complete, the LPA shall have thirty (30) days to satisfactorily commence the remedy of the default, proceeding to completion and curing the default thereafter. Expiration of the thirty (30) day time limit 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, declaring the entire any further payments by the LPA, and 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 items identified as covered under this Agreement. If so requested by ODOT, the LPA shall assign to ODOT all its right, 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 obligation of the parties hereto may be terminated by either party with thirty days written notice to the other party. In the event of termination, the LPA shall cease 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.

12.3. In the event of termination 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 for which services have not been rendered by the LPA shall be returned to ODOT.

13. THIRD PARTIES AND RESPONSIBILITIES FOR CLAIMS

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

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

14. NOTICE

14.1 Notice under this Agreement shall be directed as follows:

If to the LPA:	If to ODOT:
Bryan Dhume, PE, PS	Mitch McDonald
Madison County Engineer	Ohio Department of Transportation District 6
825 US42 NE	400 East William Street
London, Ohio 43140-6512	Delaware, Ohio 43015
Bryan.Dhume@madison.oh.gov	Mitchell.McDonald@dot.ohio.gov

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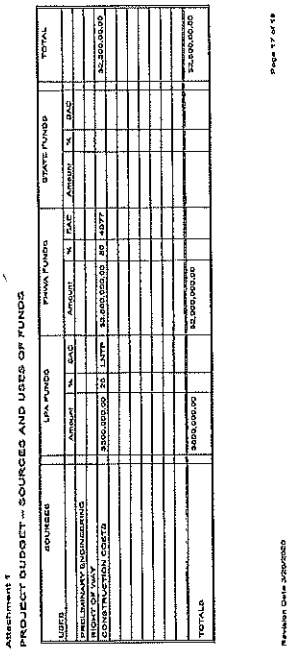

Attachment 1
PROJECT BUDGET -- SOURCES AND USES OF FUNDS

SOURCES	LPA FUNDS		FHWA FUNDS		STATE FUNDS		TOTAL
USES	%	BASE Amount	%	FAP# Amount	%	BAID Amount	
PRELIMINARY ENGINEERING							
RIGHT OF WAY							
CONSTRUCTION COSTS	20	LMTP 3500,000.00	80	4977 $2,800,000.00			$3,500,000.00
TOTALS		$500,000.00					$3,500,000.00

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Attachment 2

DIRECT PAYMENT OF CONTRACTOR

At the direction of the LPA and upon approval of ODOT, payments for work performed under the terms of the Agreement by the LPA's contractor shall be paid directly to the contractor in the pro-rata share of Federal/State participation. The invoice package shall be prepared by the LPA as previously outlined in the Agreement, and shall indicate that the payment is to be made to the contractor. In addition, the invoice must state the contractor's name, mailing address and OAKS Vendor ID. Separate invoices shall be submitted for payments that are to be made to the contractor and those that are to be made to the LPA.

When ODOT uses Federal funds to make payments to the contractor, all such payments are considered to be expenditures of federal funds received and also expended by the LPA (sub-recipient). Accordingly, the LPA is responsible for tracking the receipts and payments and reporting the payments (Federal Financial Expenditures on the Schedule of Expenditures of Federal Awards (SEFA) for LPA's that fail to report these funds accurately and timely may be required to include the SEFA to comply with Federal reporting requirements.

We, (INSERT NAME OF LPA) request that all payments for the Federal/State share of the construction costs of this Agreement performed by (CONTRACTORS NAME) be paid directly to (CONTRACTORS NAME).

VENDOR Name:	Error! Reference source not found.
Oaks Vendor ID:	0000000000
Mailing Address:	Error! Reference source not found.
	Error! Reference source not found.
LPA signature:	

LPA Name:	Error! Reference source not found.
Oaks Vendor ID:	0000000000
Mailing Address:	Error! Reference source not found.
	Error! Reference source not found.
ODOT Approval signature:	

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Following a second from Mr. Forrest the result of the roll call was: Dr. Xenikis, yes, Mr. Wallace, yes, and Mr. Forrest, yes.

Subject: Ditch Reappraisals - Hearing

The hearing for the ditch reappraisals listed below took place on November 16, 2021.

Those Present

MADISON COUNTY COMMISSIONERS
Ditch Re - Appraisals Hearing
Children's Higgins Ditch # 58
November 16, 2021 - 11:00 a.m.

		FOR
1.	Tom Xenikis	
2.	Rick Wallace	
3.	Jim Forrest / Allison Fields Inc	
4.	Anne Kane	
5.	Robert E. Taylor	J B Harrison Ext. #16A
6.	Joyce A. Taylor	Beathard Ditch #30
7.	Bill [illegible]	ET Jones Ditch #33
8.	Dan Hurst	Morain Ditch #45
9.	T. J. Peach	John Gordin Ditch #54
10.	Lynda Oelliger	Dunn Hamilton Ditch #177
11.	Meredith Barney	Martin moon Ditch #27
12.	Gale A. Nancy	Dorn Ditch #31
13.	Sue + Jim Craft	Weimer Allison Ditch #34
14.	Rick Weaver	O'Possum Run Ditch #48
15.	Anita Howard	Childer Higgin Ditch #58
16.	Chris Wallace	
17.	Bryan Dhume	
18.		
19.		
20.		
21.		
22.		
23.		

Subject: Ditch Reappraisals – Approved – Engineer

Mr. Wallace moved to approve the following ditches be reappraised:

Beathard Ditch # 30
Children's Higgins Ditch # 58
Dorn Ditch # 31
Dunn Hamilton Ditch # 177
ET Jones Ditch # 33
J.B. Harrison Ext # 16A
John Gordin Ditch # 54
Martin Moon Ditch # 27
Morain Ditch # 45
O'Possum Run Ditch # 48
Weimer Allison Ditch #34

Following a second from Dr. Xenikis the result of the roll call was: Dr. Xenikis, yes, Mr. Wallace, yes, and Mr. Forrest, was not present for the vote.

Government Forms and Supplies 8211944524V

Subject: Park Board

The monthly Park Board meeting took place on November 16, 2021 at 9:30 a.m.

Those Present

MADISON COUNTY COMMISSIONERS
Park Board
November 16, 2021 9:30 a.m.

1. Mark Forrest
2. Jay Xenikis
3. Jose Wallace
4. John Lewis
5. Bryan Thieme
6. Jeff Coleman
7. Steve Price
8. Dayne Roberts
9. _____
10. _____
11. _____
12. _____
13. _____
14. _____
15. _____
16. _____
17. _____
18. _____
19. _____
20. _____
21. _____
22. _____
23. _____

Subject: Park Board – Approved – Financial sheet

Mr. Wallace moved to approve Park Board's financial sheet.

Vendor	Description	Date	BEGINNING BALANCE	EXPENDITURES YTD	CURRENT BALANCE	Status
Sports Sanitation	Mr. Clean) Wilson Rd restrooms	12/21/2020	$ 40,000.00	$ 120.00	$ 39,880.00	PD
Sports Sanitation	INV 122320MCEHG (High St)	12/23/2020		$ 90.00	$ 39,790.00	PD
Sports Sanitation	Inv 1182MCEBIK (Nelson rd)	12/2/2021		$ 120.00	$ 39,670.00	PD
Sports Sanitation	INV 1212MCEHG (High St)	12/1/2021		$ 90.00	$ 39,580.00	PD
CoreMain	6" pipe and fittings	12/5/2021		$ 637.63	$ 38,942.37	PD
Sports Sanitation	INV 21621 MCEBIKE	2/16/2021		$ 120.00	$ 38,822.37	PD
Sports Sanitation	INV 2162 1MCHIGH	2/19/2021		$ 90.00	$ 38,732.37	PD
MCEO	Labor/equipment/brush hogging	3/1/2021		$ 492.40	$ 38,239.97	PD
Sports Sanitation	INV 31721 MCEBIKE	3/19/2021		$ 120.00	$ 38,119.97	PD
Senior Center	INV 1934	3/30/2021		$ 1,000.00	$ 37,119.97	PD
MCEO	Labor for Restroom	3/31/2021		$ 2882.37	$ 34,237.60	PD
MCEO	Admin Cost Quarterly	3/31/2021		$ 6,451.32	$ 27,786.28	PD
Sports Sanitation	INV 41521MCEBIKE	4/26/2021		$ 120.00	$ 27,666.28	PD
Sports Sanitation	INV 41421 MCEBIKE	4/8/2021		$ 120.00	$ 27,546.28	PD
Sports Sanitation	Grand Sealing Trail-RTP Grant	5/24/2021		$ 5,300.15	$ 22,246.13	PD
MCEO	Labor/equipment	6/4/2021		$ 2,000.00	$ 20,246.13	PD
Sports Sanitation	INV 5121 MCEBIKE	6/4/2021		$ 120.00	$ 20,126.13	PD
MCEO	Admin Cost quarterly	6/30/2021		$ 1,840.70	$ 18,285.43	PD
Sports Sanitation	INV 71121 MCEBIK	7/19/2021		$ 120.00	$ 18,165.43	PD
MCEO	Trail Maintenance/mowing Thru	8/30/2021		$ 10,890.65	$ 7,274.78	PD
Sports Sanitation	INV 8821 MCEBIKE	8/9/2021		$ 120.00	$ 7,154.78	SUB
Dayton Metal & Door	INVOICE 101821 POT Door	8/25/2021		$ 1,230.00	$ 5,924.78	SUB
Sports Sanitation	INV 9721 MCEBIKE	9/7/2021		$ 120.00	$ 5,804.78	SUB
Sports Sanitation	INV 10521 MCEBIKE	10/6/2021		$ 120.00	$ 5,684.78	SUB
MCEO	Fog Sealing RTP Grant	11/22/2021		$ 10,404.92	$ (4,720.14)	SUB
Sports Sanitation	INV 11421 MCEBIKE	11/4/2021		$ 120.00	$ (4,840.14)	SUB
Sports Sanitation	INV 111221 Little Darby Event	11/10/2021		$ 95.00	$ (4,935.14)	SUB

Partial to br

Following a second from Dr. Xenikis the result of the roll call was: Dr. Xenikis, yes, Mr. Wallace, yes, and Mr. Forrest, was not present for the vote.

Engineer's Report

- The Prairie Grass Trail door has been installed and is working properly.
- Still waiting on the Knox Box to arrive.
- The Prairie Grass Trail drinking fountain has been winterized.
- The second pass mowing on the trail has been completed.
- Wayne Roberts has shut off the warm water faucet.
- Wayne Roberts recommended having a yellow lane divider line and stop ahead marking on the asphalt along the bike trail.

FMCPT Report

- The design for the mural is coming along. All the trimming is completed at MATCO.
- The trail and camping counts have increased.
- Volunteers will be assisting with blowing the trail.

Old Business

- The honey suckle cutting at the Little Darby Preserve.

New Business

- Four volunteers have logged in hours through the end of October.

Dr. Xenikis | Chris Wallace | Mark Forrest

ATTEST: Katie Wise