Description	Williams County Commissioners' Regular Session #25	
Date	April 9, 2026	
Time	Speaker	Note
10:03:09 AM	SL	All right, I will call the meeting to order and we will begin with the Pledge.
10:03:29 AM	Roll Call	Commissioner Westfall: Present; Commissioner Lirot: Here; Quorum is met
10:03:36 AM	Resolution 188	Approve Minutes from April 7; BW: Motion; SL: Second; Roll Call: BW: Yes; SL: Yes; Motion Carried.
10:04:18 AM	Resolution 189	Approve Motion as presented; Agenda BW: Motion; SL: Second; Roll Call: BW: Yes; SL: Yes; Motion Carried.
10:04:44 AM	Resolution 190	Approve the payment of bills; BW: Motion; SL: Second; Roll Call: BW: Yes; SL: Yes; Motion Carried.
10:05:47 AM	Resolution 191	Approve the supplemental appropriations on behalf of Commissioners; Coroner, Department of Aging, Hillside and Treasurer; BW: Motion; SL: Second; Roll Call: BW: Yes; SL: Yes; Motion Carried.
10:06:35 AM	Resolution 192	Enter into a Programmatic Agreement on behalf of MVPO for administration of HUD Allocated Funds; BW: Motion; SL: Second; Roll Call: BW: Yes; SL: Yes; Motion Carried.
10:07:34 AM	Resolution 193	Authorizing the modification regarding EMS Credit Card to increase limit; BW: Motion; SL: Second; Roll Call: BW: Yes; SL: Yes; Motion Carried.
10:08:18 AM	Also Signed	Dog Warden Weekly Report for March 30; Credit Card Appropriation on behalf of the Prosecutor's Office for April; Williams County Treasury Management by Fund Report for March; Request from Pay from MVPO; Williams County Auditor's Financial Analysis Report for March; Right of Way Permit for Frontier and Travel Request for Prosecutor's Office
10:09:08 AM	Discussion	SL: Do you have any one complaining to you about the way they are doing the ditches and the way they are putting stuff in? Going out into fields? BW: No, I really haven't. I have noticed, I don't know where the right of way ends, you know, the post? SL: Typically, most of the time it is 30 feet from the center line. I got a couple phone calls from people saying they are going out into their field, call this week fella said they are going out into his yard, underneath his pine trees. So, it happens to be around the corner from my house so I stopped and looked at it. He was all wet as normal. BW: And they were in the right of way? SL: They were in the right of way and there was not a pine tree within 20 feet of it. BW: Well, they will go underneath those pine trees. SL: Right. They are supposed to be going 4 feet below any ditch or if they go under a creek, they have to be 4 feet below the creek. BW: They were doing that out in front of my house. I see them, they are all over the county. I mean all over the county. I have been over by Edon, you know, they are getting it done. SL: Yeah; BW: And they are really not leaving much of a mess when they get done, the little box in the ground is all you see. SL: Well, who was it they put right in the middle of their

		driveway? Buck Muehlfeld. You can imagine how that went. BW: Yup; SL: So, it was how he gets into his field, so it probably doesn't look like a driveway it is probably grass and they put it right there in that flat spot. BW: Again, if it is in the right of way, they have the right to put it wherever they want. SL: Well, I wouldn't think they could put it in the middle of somebody's driveway. BW: I would think they wouldn't do that if they knew. SL: I mean they can but I can tell you what is going to happen to it. BW: I assume those are just the junction boxes. SL: Yes, the green box that came up right in the middle of his entrance to his field. BW: Oh, most of them that I have seen are flat in the ground. SL: No these were the ones standing up. BW: Yeah, I have seen some of those too. That is a little different. He can request to have it moved. SL: He did; BW: Did they move it? SL: Well, I think they are going too. I talked to Buda about it and he said he has gone out a few times. BW: I am sure he's the one to call it. I can't imagine the paperwork it takes for this and this is for what County Road 12. SL: Does it state where it starts? They are working on 10 and F right now. BW: It doesn't look like it is the whole way down 12.
10:12:06 AM	AR	That is all I have until your 10:30.
10:12:08 AM	RECESS	SL: Do you want to talk about anything else Bart? Or stand in recess? BW: I don't have anything else. SL: Then we stand in recess.
10:27:25 AM	SL	All right we are back in session and we have MVPO review of the CDBG Applications with Lorenzo (Present: Lorenzo Zamora, Estee Blair, Grady Vogel) What do you got for us Lorenzo?
10:27:41 AM	Lorenzo	So, I will pass these out. So, we only had three application submissions this year for Williams County.
10:28:09 AM	SL/LZ	Is it too late to put one in yet? LZ: Yeah; SL: When was the deadline?
10:28:15 AM	LZ/Estee/SL	It was March 18; Estee: The state deadline is June 10th. SL: The what deadline?
10:28:23 AM	Estee/LZ	The state, to actually submit to the state. So, this is just the local application period. It is ultimately up to you to select the project at your second public hearing so. LZ: This is just like a review of what we have so far.
10:28:41 AM	SL	Sure, I just didn't know if somebody said hey, I see you talked about it can I get one in yet, the answer would be maybe?
10:28:48 AM	Estee	Like in an hour after they call you, if they have met the national objective because what we have to do so we are going to probably schedule your 2nd public hearing today and we have to post that in the newspaper. When we post it in the newspaper, we have to list all of the projects up for consideration. So, we would have to know pretty quickly because we will turn around and get that newspaper publication very soon.
10:29:15 AM	SL/Estee	So, there might be time; Estee: Small Window; SL: Not saying there is going to be anybody, but sometimes when it comes out in the paper all of a sudden, they say Hey, we didn't get that in.

10:29:30 AM	Estee	And after it is in the paper it can't be SL: Right after you guys put it in the paper. Estee: Correct
10:29:31 AM	LZ	We have to have like multiple public hearings. SL: Gotcha
10:29:35 AM	LZ/Estee	All right so Williams County actually does not have too much open this year. So, we have two residential public infrastructure grants that can be applied for as well as unlimited amount of flex grants which is every year there is always an unlimited amount. So, the first project that I have on here is the West Unity Pump Station Replacement. I know we talked about it last year, right now I can't remember exactly why we didn't move forward with it, I think maybe there was a permitting issue. Estee: Yes, there was.
10:30:14 AM	BW	It was the income neighborhood rather than using the whole community. They found they did qualify; they were told they didn't. That is what happened. I have heard about it.
10:30:18 AM	LZ	Okay and uh the total amount for that project, the total project cost for that project is $528,500.00 the residential infrastructure grant is up to $750,000 as an award. So, it does require a 1 to 1 match so West Unity would have to pay for half of their project costs.
10:30:49 AM	Estee/BW	They have some OPWC money I believe. BW: Yes.
10:30:52 AM	LZ	And then Pioneer applied for a Critical Infrastructure Grant, I just wanted to put it on here so you are aware. We don't have any critical infrastructure spots open this year, so, but this would be like a road reconstruction it would be over a million dollars for the total project costs. I would imagine that they will apply next year if they don't find funding in the meantime. And then moving on to Downtown Building Improvements this would be a flex downtown grant. This is for 119 S. Beech Street here in Bryan. It is the Inspiring Hope Counseling Building. So, the total amount of project or total cost of the project would be $226,700.00 and the flex downtown grant offers up to $250,000 in money and the National Objective for that should be Spot Slum and Blight I don't know why it say income survey, I forgot to change that. Mainly just for the City Council would have to approve a resolution saying that yea that building is blighted.
10:32:09 AM	LZ	And then just on the back three pages here, summaries of each project basically what we just went over, West Unity wants to replace a pump station and it has a project cost where the location is and then regarding the National Objective, I do feel that the whole village the census data has it at 55.1%, we won't need to do an income survey, it automatically qualifies as a village and then next is the Pioneer Project as well. That we can't apply for.
10:32:54 AM	BW	Because there is nothing available.
10:32:56 AM	SL	Why is there nothing available?
10:32:59 AM	LZ	Well, there is 1 open project well actually 3 open projects right now, just two of them haven't started yet. The one is kind of half way through.

10:33:07 AM	Estee	You can only have three total open. So right now, your open projects are in Pulaski Township and then you have Montpelier and Bryan.
10:33:18 AM	SL	So, Montpelier is their water project. LZ: Yeah; SL: Bryan is their sewer project and then Pulaski is whatever the hell they are doing
10:33:25 AM	BW	Drainage
10:33:27 AM	SL	Nothing mostly
10:33:30 AM	LZ	Yea they started last year and I think they are going to start again here soon to finish it up.
10:33:36 AM	SL	Have you talked to Dennis about that at all?
10:33:44 AM	LZ	Not really
10:33:49 AM	SL	They started late and they are not getting started early right now but I think they have until July or August.
10:33:51 AM	Estee	Typically, August
10:33:58 AM	SL	Unfortunately, for such a small project, I don't know why we gave them so much time to do that.
10:34:01 AM	LZ	I know for the state they always have the deadline for a certain date.
10:34:08 AM	SL/LZ	Who sets that stuff? LZ: Department of Development.
10:34:10 AM	Estee	So, for the grant cycle is two years, when we submit 2026 applications you have until August of 2028 to complete the construction. So, that is a grant deadline. So, when we do the contracting, we usually look to the Engineer or the Village, the municipality to say what do you think is an appropriate deadline. Should we make it sooner, do we need all the time? Some projects based on when we bid them, we need to give them up until that August deadline. Other projects the Engineer or municipality will say this should only take 6 months make it a March deadline.
10:34:49 AM	SL	So, our engineer in the county would have had an opportunity to tighten the deadlines up on that job?
10:34:57 AM	Este	Yeah
10:35:00 AM	BW	If I recall Montpelier told us they wouldn't get it done in time it would take them 2 years to do it and Bryan was the same.
10:35:06 AM	Estee	yeah
10:35:08 AM	LZ	I think Montpelier the project they have open they want to get done fairly quickly. I know it is going to be out to bid here in a couple weeks.
10:35:16 AM	BW	They are expanding, they are doing a lot more than they applied for.
10:35:19 AM	LZ	Oh Okay
10:35:22 AM	BW	I think running water lines out to main street

10:35:25 AM	LZ	Yea down main street.
10:35:28 AM	SL	They have line three different size water lines in that area if I remember right.
10:35:29 AM	BW	Yes, and old
10:35:30 AM	SL	They also have lead lines going into houses on that so I think they got extra money for that. But this drainage project out here, putting a tile and some catch basins in on 15.75 is a joke and I don't know why they would, if that project could have been.
10:35:47 AM	LZ	Yeah.
10:35:49 AM	Estee	I think we bid that one in the summer of last year and the company was booked out but they knew that they could so some of the excavation in the fall, and they knew they wouldn't be able to do any in the winter with the weather and now we have had a wet spring of course so far, so I think that is maybe contributing to the timeline. They originally were, they were going to try to squeeze the project all in the fall, originally?
10:36:15 AM	LZ	I believe it was bid in February of last year and they told us that they could get started I feel like they said in May and then when they came around, we asked when they would get started and they said oh not until I think they said October.
10:36:36 AM	SL	So, does anybody check on their work as they are going?
10:36:42 AM	Estee/SL	Good question. So usually that is the responsibility of the engineer because if we go out there, we don't know what we are looking at. SL: Our County Engineer? Estee: So, your county engineer is not doing the inspections for Pulaski Township they don't typically provide that service. Typically, it is up to the municipalities Engineer. So, a lot of times we are not working with the county engineer through the completion phase of the projects. o one of the Twp Trustees for this specific project that he would take on the responsibilities we would need for site inspections.
10:37:11 AM	SL/Estee	Who is not a trustee anymore. Estee: I don't remember who it was. SL: Tod Schlachter
10:37:16 AM	LZ	Yes.
10:37:18 AM	BW	He has a construction background.
10:37:20 AM	SL	So, he is not, he is out of there.
10:37:25 AM	LZ	I didn't know that.
10:37:29 AM	SL	So, might want to reach out to them, Scott from the City Engineering Department and he should be able to handle something like that.
10:37:40 AM	BW	Unless Tod is going to continue to do that for them.
10:37:43 AM	Estee	I think we knew that he was retiring.
10:37:49 AM	SL	Yea Todd is done, I would be surprised if he would have anything to do with it anymore but he may.

10:37:57 AM	Estee	So typically for these projects if the municipality doesn't have an engineer themselves and a lot of time they don't. They hire an outside firm to provide the engineering services and that includes not only the specs and the scope of work but that typically also included the construction oversight.
10:38:15 AM	BW	Being that this is in the county rather than the municipality, does that fall under the county engineer?
10:38:20 AM	Estee	So, the county engineer did do the specs and scope of work for this project but they said they were not going to provide the construction oversight and that is where it got delegated to the township to provide that. The township was given the option to hire somebody else to do that inspection work but they said that they would take care of it.
10:38:41 AM	SL	Because it is a hazard out there, they don't have holes blocked off, there are deep holes. They are full of water and I mean I am talking like this deep of a hole as big around as a car. There are no barriers around them, it looks like a water puddle, there is one car stuck in their driveway because it settled and the water was two foot deep. So, it just looks like, it is not being very well managed. I have had a few people mention it to me. I did reach out to Dennis and found out the deadlines and when I heard it was August, it is holding up our CDBG money for such a small project it is really lingering on. I guess it is something to look at in the future to make sure we have an engineer looking at these projects. Because we could of disqualified them, right? We didn't have to give them the money? Did that go through us?
10:39:45 AM	Estee	It did. So, when we submitted the application, you would of approved the grant.
10:39:51 AM	BW	We approved the grant, correct
10:39:52 AM	Estee	You would of choose that project and I think at that time, I don't remember you might have had multiple to select from.
10:39:59 AM	SL/BW	We did
10:40:02 AM	Estee	And that one was a very competitive application that we knew would get funded because of the project.
10:40:09 AM	SL	So, this is a learning process for me, I didn't know what I was doing. And the next one I will be looking at those a little close just to make sure the people want their project passed then they should have their ducks in a row and be ready to move on.
10:40:25 AM	BW	So, at this point these three here are our first hearing and then we will have a final hearing and then a representative from each of these communities come here and present their cases.
10:40:34 AM	Estee	Yup so we will invite.
10:40:38 AM	LZ	The two in Bryan and then West Unity. I told the owner of the building on Beech Street, that I will let her know when we public hearing.

10:40:48 AM	BW/Estee	So, you are going to schedule that meeting then now or do we need to do that with you? Estee: We can do that now if you would like,
10:41:06 AM	AR	The second public hearing for CDBG, I believe it is May 19th.
10:41:10 AM	LZ	Okay perfect. That is all I have for you so.
10:41:15 AM	SL	All right.
10:41:17 AM	Estee	We will follow up with the township and see what is going on.
10:41:21 AM	SL	Thank you. Good.
10:41:26 AM	LZ	I do know that I tried to get in touch with the project manager for that construction company and he thought that they would start again at the end of March first week of April and I came out at the end of last week to check and there wasn't anyone there yet.
10:41:49 AM	SL	You guys drove by the site. Did you notice that when you drive into the subdivision right there that corner, that big hole?
10:41:55 AM	LZ	I didn't drive into the subdivision but just seeing that.
10:41:58 AM	SL	It is along the road but it is by the drive way of the subdivision where the old church used to be.
10:42:01 AM	LZ	Okay.
10:42:05 AM	SL	Just look at that and think if you think that is safe deal there
10:42:09 AM	Estee	They really should of provided a barrier.
10:42:14 AM	SL	There might be a cone setting there and there might be some of that tape flying around din the guy's yard but it is very poorly marked
10:42:20 AM	LZ	I did notice there is a lot of stuff just sitting around and for the entire winter because I did go past there before.
10:42:29 AM	SL	We have had some decent weather where a guy with a skid loader or something could of dressed the place up to make sure the driveways were in place. It was very poorly managed in my opinion.
10:42:47 AM	ADJOURNED	SL: If there is nothing else, we stand adjourned.

WILLIAMS COUNTY COMMISSIONERS

APPROVED:

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

ATTEST:

Anne M. Retcher, Clerk

RESOLUTION 26-0188

COUNTY COMMISSIONERS' OFFICE
WILLIAMS COUNTY, BRYAN, OHIO
April 9, 2026

In the Matter of:
Approving Minutes from Regular Session

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

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

Commissioner Westfall moved adoption of the following resolution:

THEREFORE, BE IT RESOLVED, that after review, the Williams County Commissioners hereby approve the minutes of Regular Session(s) held on April 7, 2026; and

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

Commissioner Lirot seconded the motion.

The vote upon adoption resulted as follows:

Mr. Scott A. Lirot, Yes

Mr. Bartley E. Westfall, Yes

Mr. Terry N. Rummel, —

WILLIAMS COUNTY COMMISSIONERS

Scott Lirot
President of the Board of Commissioner

Vice-Pres of the Board of Commissioners

Not Present
Member of the Board of Commissioners

RESOLUTION 26-0189

COUNTY COMMISSIONERS' OFFICE
WILLIAMS COUNTY, BRYAN, OHIO
April 9, 2026

In the Matter of:
Approve Agenda as Amended or Presented

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

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

Commissioner Westfall moved adoption of the following resolution:

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

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

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

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

Commissioner Lirot seconded the motion.

The vote upon adoption resulted as follows:

Mr. Scott A. Lirot, Yes

Mr. Bartley E. Westfall, Yes

Mr. Terry N. Rummel, ——

WILLIAMS COUNTY COMMISSIONERS

President of the Board of Commissioners

Vice-Pres of the Board of Commissioners

Not Present

Member of the Board of Commissioners

RESOLUTION 26-0190

COUNTY COMMISSIONERS' OFFICE
WILLIAMS COUNTY, BRYAN, OHIO
April 9, 2026

In the Matter of:
Approving Payment of Bills

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

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

Commissioner Westfall moved adoption of the following resolution:

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

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

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

Commissioner Lirot seconded the motion.

The vote upon adoption resulted as follows:

WILLIAMS COUNTY COMMISSIONERS

Mr. Scott A. Lirot, Yes

President of the Board of Commissioners

Mr. Bartley E. Westfall, Yes

Vice-Pres of the Board of Commissioners

Mr. Terry N. Rummel, —

Not Present

Member of the Board of Commissioners

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RESOLUTION 26-0191

COUNTY COMMISSIONERS' OFFICE
WILLIAMS COUNTY, BRYAN, OHIO
April 9, 2026

In the Matter of
Supplemental Appropriation(s)

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

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

Commissioner Westfall moved adoption of the following resolution:

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

Department: Williams County Commissioners

From:	1001-49-161-509005	Comm – Misc Contingencies	$1,369.64
To:	1001-47-460-509000	WEDCO – Enterprise Zone Payment	$1,369.64

Reason: Need additional funds in line to pay out total of EZA payments

From:	2063-47-161-506461	Lead Save Renovation/Abatement	$10,000.00
To:	2063-47-161-503460	Lead Safe Administration	$10,000.00

Reason: Reduce Lead Safe Renovation and increase Lead Safe Administration

Department: Williams County Coroner

From:	1001	Unappropriated	$2,000.00
To:	1001-42-190-509000	Coroner Other Expense	$2,000.00

Reason: Unforseen expenses from 2025 reduced 2026 budget

Department: Williams County Department of Aging

From:	2073-45-202-505050	Capital Assets - Vehicles	$6,088.13
To:	2073-45-202-502315	Workers Comp - Chargeback	$6,088.13

Reason: Shortage in that line

Department: Williams County Engineer

From:	2068-43-244-506000	Contract Services	$1,500.00
To:	2068-43-244-506620	Utilities/Gas	$1,500.00

Reason: Replenish line

Department: Williams County Hillside Country Living

From:	5018	Unappropriated	$10,808.05
To:	5018-55-274-502315	LPN's Workers Comp - Chargebacks	$ 1,000.43
To:	5018-55-283-502315	Dietary Workers Comp – Chargebacks	$ 3,562.95
To:	5018-55-277-502315	DSS Workers Comp – Chargebacks	$ 2,148.68
To:	5018-55-275-502315	DNA Workers Comp – Chargebacks	$ 3,870.99
To:	5018-55-271-502700	Travel-Lodging-Meals	$ 225.00

Reason: BWC Chargebacks; Cover mileage expense for OHCA Activities Conference

From:	5008	Unappropriated	$30,923.75
To:	5008-55-291-502315	LPN's Workers Comp – Chargebacks	$30,923.75

Reason: To fund BWC chargebacks

Department: Williams County Treasurer

From:	1001-40-430-506000	Contract Services	$1,437.12
To:	1001-40-430-502315	Workers' Comp Chargeback	$1,437.12

Reason: 2020-2023 Workers' Comp Claims

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

Commissioner Lirot seconded the motion.

The vote upon adoption resulted as follows:

WILLIAMS COUNTY COMMISSIONERS

Mr. Scott A. Lirot, yes

Scott Lirot
President of the Board of Commissioners

Mr. Bartley E. Westfall, yes

Vice-Pres of the Board of Commissioners

Mr. Terry N. Rummel, —

Not Present
Member of the Board of Commissioners

RESOLUTION 26-0192

COUNTY COMMISSIONERS' OFFICE
WILLIAMS COUNTY, BRYAN, OHIO
April 9, 2026

In the Matter of
Entering into a Programmatic
Agreement

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

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

Commissioner Westfall moved adoption of the following resolution:

WHEREAS, the Maumee Valley Planning Organization submitted a Programmatic Agreement between Williams County and Ohio's State Historic Preservation Office for the Administration of Programs Using HUD Allocated Funds with Delegated Review Responsibilities Authorized Under 24 CFR Part 58. Term: From date of signing through December 31, 2029. There is no cost associated with this agreement; therefore,

BE IT RESOLVED, by the Board of Williams County Commissioners we do hereby approve the Agreement as set forth above and further explained in said agreement. A copy of the Agreement will be on file with Williams County Commissioners; therefore

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

Commissioner Lirot seconded the motion.

The vote upon adoption resulted as follows:

WILLIAMS COUNTY COMMISSIONERS

Mr. Scott A. Lirot, yes

Scott Lirot
President of the Board of Commissioners

Mr. Bartley E. Westfall, Yes

[signature]
Vice-Pres of the Board of Commissioners

Mr. Terry N. Rummel, —

Not Present
Member of the Board of Commissioners

RESOLUTION 26-0193

COUNTY COMMISSIONERS' OFFICE
WILLIAMS COUNTY, BRYAN, OHIO
April 9, 2026

In the Matter of
EMS Credit Card

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

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

Commissioner Westfall moved adoption of the following resolution:

WHEREAS, on April 11, 2024, Resolution 24-0147 was passed entering into a Business Credit Card with the State Bank and Trust Company;

WHEREAS, on April 8, 2026, Kyle Brigle, Chief for the Williams County EMS requested the limit be increased from $1,000.00 to $1,500.00 due to their schedule software (Sling) cost being $1,200.00; therefore,

BE IT RESOLVED, by the Board of Williams County Commissioners we do hereby approve the Williams County EMS Business Credit Card limit on be increased to $1,500.00 per the use cited in ORC 301.27. As a reminder EMS is also responsible for following ORC 301.27 (F)(1); therefore

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

Commissioner Lirot seconded the motion.

The vote upon adoption resulted as follows:

Mr. Scott A. Lirot, Yes

Mr. Bartley E. Westfall, Yes

Mr. Terry N. Rummel, —

WILLIAMS COUNTY COMMISSIONERS

Scott Lirot
President of the Board of Commissioners

[signature]
Vice-Pres of the Board of Commissioners

Not Present
Member of the Board of Commissioners

RESOLUTION 26-0194

COUNTY COMMISSIONERS' OFFICE
WILLIAMS COUNTY, BRYAN, OHIO
April 9, 2026

In the Matter of
Entering into a Quick Agreement

Per Resolution 26-0008 and 26-0167 granting authorization to the County Administrator.

WHEREAS, the Williams County Department of Aging submitted a Quick Agreement between County of Williams on behalf of the Williams County Department of Aging and PerryProTech for the contract of printers at the Main Office and 7 centers at a cost of $537.54/month (60 months); with a term of date of signing ending 60 months in 2031; therefore,

BE IT RESOLVED, by Williams County Administrator as designee of the Board of Williams County Commissioners we do hereby approve the Agreement as set forth above and further explained in said agreement. A copy of the Agreement will be on file with Williams County Department of Aging; therefore

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

COUNTY ADMINISTRATOR

Vond T. Hall

PERRYPROTECH
Network Security • Imaging • Technology

Quick Agreement

APPLICATION NO.	AGREEMENT NO.
3277384	

The words "**Lessee**," "**you**" and "**your**" refer to **Customer**. The words "**Lessor**," "**we**," "**us**" and "**our**" refer to **PERRY proTECH, Inc.**

CUSTOMER INFORMATION

FULL LEGAL NAME: County of Williams			STREET ADDRESS: 1 Courthouse Square	
CITY: Bryan	STATE: OH	ZIP: 43506-8416	PHONE: 419-633-5052	FAX:
BILLING NAME (IF DIFFERENT FROM ABOVE): Williams County Department of Aging			BILLING STREET ADDRESS: 1425 E High St Bryan, OH, 43506-8416	
CITY: Bryan	STATE: OH	ZIP: 43506-8416	E-MAIL:	
EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE):				

EQUIPMENT DESCRIPTION

MAKE/MODEL/ACCESSORIES	SERIAL NO.	STARTING METER	NOT FINANCED UNDER THIS AGREEMENT
See Schedule A for Details			☐
			☐
			☐
			☐
			☐
			☐
			☐

TERM AND PAYMENT INFORMATION

60 Payments* of $ $537.54 — *plus all applicable taxes, fees, charges and other amounts due under this Agreement*

The payment ("Payment") period is monthly unless otherwise indicated. — *If you are exempt from sales tax, attach your certificate.*

Payment includes	10,000	B&W clicks per month	Overages billed Monthly at $	0.0072	per B&W click*
Payment includes	0	Color clicks per month	Overages billed Monthly at $	0.0473	per Color click*
Payment includes	3,500	B&W prints per month	Overages billed Monthly at $	0.01	per B&W print*
Payment includes	0	Color prints per month	Overages billed Monthly at $	0	per Color print*
Payment includes		TOT clicks per month	Overages billed Monthly at $		per TOT click*

_________ By initialing here, you agree that toner and developer are not included with the TOT clicks.

_________ By initialing here, you agree that maintenance and supplies are not included in this Agreement and Paragraph 13 shall not apply to this Agreement.

END OF TERM OPTION

You will have the following option, which you may exercise at the end of the term, provided that no event of default under this Agreement has occurred and is continuing. Fair Market Value mea the value of the Equipment in continued use. Purchase all of the Equipment for its Fair Market Value, renew this Agreement, or return the Equipment.

Upon acceptance of the Equipment, THIS AGREEMENT IS NONCANCELABLE, IRREVOCABLE AND CANNOT BE TERMINATED.

LESSOR ACCEPTANCE

PERRY proTECH, Inc.			
LESSOR	SIGNATURE	TITLE	DATED

CUSTOMER ACCEPTANCE

BY SIGNING BELOW OR AUTHENTICATING AN ELECTRONIC RECORD HEREOF, YOU CERTIFY THAT YOU HAVE REVIEWED AND DO AGREE TO ALL TERMS AND CONDITIONS C THIS AGREEMENT ON THIS PAGE AND ON PAGE 2 ATTACHED HERETO. UPON YOU SIGNING BELOW, YOUR PROMISES IN THIS AGREEMENT WILL BE IRREVOCABLE AN UNCONDITIONAL IN ALL RESPECTS.

County of Williams	X Sarah Stubblefield	Executive Director	4-1-26
CUSTOMER (as referenced above)	SIGNATURE	TITLE	DATED
	Sarah Stubblefield		
FEDERAL TAX I.D. #	PRINT NAME		

Vond Hall County Admin

TERMS AND CONDITIONS

1. **AGREEMENT:** You agree to lease from us the goods, together with all replacements, parts, repairs, additions, and accessions incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitatic insurance recoveries ("Equipment") and, if applicable, finance certain software, software license(s), software components and/or professional services in connection with software (collectively, the "Financed Items," which are included in t word "Equipment" unless separately stated) from software licensor(s) and/or supplier(s) (collectively, the "Supplier"), all as described in this Agreement and in any attached schedule, addendum or amendment hereto ("Agreement"). Y represent and warrant that you will use the Equipment for business purposes only. You agree to all the terms and conditions contained in this Agreement, which, with the acceptance certification, is the entire agreement between you and regarding the leasing of the Equipment and which supersedes any purchase order, invoice, request for proposal, response or other related document. This Agreement becomes valid upon execution by us. If maintenance and supplies are r included, the first Payment is due 30 days after the start of this Agreement and each Payment thereafter shall be due on the same day of each month (the "Scheduled Due Date") unless a different due date is mutually agreed to by us and y If the parties agree to adjust the Payment due date (an "Adjusted Due Date"), in addition to all Payments and other amounts due hereunder, you will pay an interim payment in an amount equal to 1/30th of the Payment, multiplied by the numt of days between the Scheduled Due Date and the Adjusted Due Date. If any provision of this Agreement is declared unenforceable, the other provisions herein shall remain in full force and effect to the fullest extent permitted by law.

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2. OWNERSHIP; PAYMENTS; TAXES AND FEES: We own the Equipment, excluding any Financed Items. Ownership of any Financed Items shall remain with Supplier thereof. You will pay all Payments, as adjusted, when due, withc notice or demand and without abatement, set-off, counterclaim or deduction of any amount whatsoever. If any part of a Payment is more than 5 days late, you agree to pay a late charge of 10% of the Payment which is late or, if less, t maximum charge allowed by law. The Payment may be adjusted proportionately upward or downward: (i) if the shipping charges or taxes differ from the estimate given to you; and/or (ii) to comply with the tax laws of the state in which t Equipment is located. You shall pay all applicable taxes, assessments and penalties related to this Agreement, whether levied or assessed on this Agreement, on us (except on our income) or you, or on the Equipment, its lease, sa ownership, possession, use or operation. If we pay any taxes or other expenses that are owed hereunder, you agree to reimburse us when we request. You agree to pay us a yearly processing fee of up to $50 for personal property taxes v pay related to the Equipment. You agree to pay us a fee of up to $50 for filing and/or searching costs required under the Uniform Commercial Code ("UCC") or other laws. You agree to pay us an origination fee of up to $125 for all closi costs. We may apply all sums received from you to any amounts due and owed to us under the terms of this Agreement. If for any reason your check is returned for insufficient funds, you will pay us a service charge of $30 or, if less, t maximum charge allowed by law. We may make a profit on any fees, estimated tax payments and other charges paid under this Agreement.

3. EQUIPMENT; SECURITY INTEREST: At your expense, you shall keep the Equipment: (i) in good repair, condition and working order, in compliance with applicable laws, ordinances and manufacturers' and regulatory standards; (ii) fr and clear of all liens and claims; and (iii) at your address shown on page 1, and you agree not to move it unless we agree in writing. You grant us a security interest in the Equipment to secure all amounts you owe us under this Agreement any other agreement with us ("Other Agreements"), except amounts under Other Agreements which are secured by land and/or buildings. You authorize and ratify our filing of any financing statement(s) to show our interest. You will r change your name, state of organization, headquarters or residence without providing prior written notice to us. You will notify us within 30 days if your state of organization revokes or terminates your existence.

4. INSURANCE; COLLATERAL PROTECTION; INDEMNITY; LOSS OR DAMAGE: You agree to keep the Equipment fully insured against all risk, with us named as lender's loss payee, in an amount not less than the full replacement val of the Equipment until this Agreement is terminated. You also agree to maintain commercial general liability insurance with such coverage and from such insurance carrier as shall be satisfactory to us and to include us as an additional insur on the policy. You will provide written notice to us within 10 days of any modification or cancellation of your insurance policy(s). You agree to provide us certificates or other evidence of insurance acceptable to us. If you do not provide with acceptable evidence of property insurance within 30 days after the start of this Agreement, we may, at our sole discretion, to do so as provided in either (A) or (B) below, as determined in our discretion: (A) We may secure property lc insurance on the Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we place insurance on the Equipment, we will not name you as an insured and your interests may r be fully protected. If we secure insurance on the Equipment, you will pay us an amount for the premium which may be higher than the premium that you would pay if you placed the insurance independently and an insurance fee which m result in a profit to us through an investment in reinsurance; or (B) We may charge you a monthly property damage surcharge of up to .0035 of the Equipment cost as a result of our credit risk and administrative and other costs, as would further described on a letter from us to you. We may make a profit on this program. NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF RESPONSIBILITY FOR LIABILITY INSURANCE ON THE EQUIPMENT. We are not responsil for, and you agree to hold us harmless and reimburse us for and to defend on our behalf against, any claim for any loss, expense, liability or injury caused by or in any way related to delivery, installation, possession, ownership, rentir manufacture, use, condition, inspection, removal, return or storage of the Equipment. All indemnities will survive the expiration or termination of this Agreement. You are responsible for any loss, theft, destruction or damage to the Equipme ("Loss"), regardless of cause, whether or not insured. You agree to promptly notify us in writing of any Loss. If a Loss occurs and we have not otherwise agreed in writing, you will promptly pay to us the unpaid balance of this Agreeme including any future Payments to the end of the term plus the anticipated residual value of the Equipment, both discounted to present value at 2%. Any proceeds of insurance will be paid to us and credited against the Loss. You authorize to sign on your behalf and appoint us as your attorney-in-fact to endorse in your name any insurance drafts or checks issued due to a Loss.

5. ASSIGNMENT: **YOU SHALL NOT SELL, TRANSFER, ASSIGN, ENCUMBER, PLEDGE OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT, without our prior written consent.** You shall not consolidate or merge with or ir any other entity, distribute, sell or dispose of all or any substantial portion of your assets other than in the ordinary course of business, without our prior written consent, and the surviving, or successor entity or the transferee of such assets, the case may be, shall assume all of your obligations under this Agreement by a written instrument acceptable to us. No event shall occur which causes or results in a transfer of majority ownership of you while any obligations are outstandi hereunder. We may sell, assign, or transfer this Agreement without notice to or consent from you. You agree that if we sell, assign or transfer this Agreement, our assignee will have the same rights and benefits that we have now and will r have to perform any of our obligations. **You agree that our assignee will not be subject to any claims, defenses, or offsets that you may have against us.** This Agreement shall be binding on and inure to the benefit of the parties here and their permitted successors and assigns.

6. DEFAULT AND REMEDIES: You will be in default if: (i) you do not pay any Payment or other sum due to us or you fail to perform in accordance with the covenants, terms and conditions of this Agreement or any other agreement with or any of our affiliates; (ii) you make or have made any false statement or misrepresentation to us; (iii) you or any guarantor dies, dissolves, liquidates, terminates existence or is in bankruptcy; (iv) you or any guarantor suffers a material adver change in its financial, business or operating condition; or (v) any guarantor defaults under any guaranty for this Agreement. If you are ever in default, at our option, we can cancel this Agreement and require that you pay the unpaid balan of this Agreement, including any future Payments to the end of term plus the anticipated residual value of the Equipment, both discounted to present value at 2%. We may recover default interest on any unpaid amount at the rate of 12% p year. Concurrently and cumulatively, we may also use any remedies available to us under the UCC and any other law and we may require that you immediately stop using any Financed Items. If we take possession of the Equipment, y agree to pay the costs of repossession, moving, storage, repair and sale. The net proceeds of the sale of any Equipment will be credited against what you owe us under this Agreement and you will be responsible for any deficiency. In tl event of any dispute or enforcement of our rights under this Agreement or any related agreement, you agree to pay our reasonable attorneys' fees (including any incurred before or at trial, on appeal or in any other proceeding), actual co costs and any other collection costs, including any collection agency fee. WE SHALL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES FOR ANY DEFAULT, ACT OR OMISSION I ANYONE. Any delay or failure to enforce our rights under this Agreement will not prevent us from enforcing any rights at a later time. You agree that this Agreement is a "Finance Lease" as defined by Article 2A of the UCC and your rigl and remedies are governed exclusively by this Agreement. You waive all rights under sections 2A-508 through 522 of the UCC. If interest is charged or collected in excess of the maximum lawful rate, we will refund such excess to you, whi will be your sole remedy.

7. INSPECTIONS AND REPORTS: We have the right, at any reasonable time, to inspect the Equipment and any documents relating to its installation, use, maintenance and repair. Within 30 days after our request (or such longer period provided herein), you will deliver all requested information (including tax returns) which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms hereof. This may include: (i) compile reviewed or audited annual financial statements (including, without limitation, a balance sheet, a statement of income, a statement of cash flow, a statement of changes in equity and notes to financial statements) within 120 days after yc fiscal year end, and (ii) management-prepared interim financial statements within 45 days after the requested reporting period(s). Annual statements shall set forth the corresponding figures for the prior fiscal year in comparative form, all reasonable detail without any qualification or exception deemed material by us. Unless otherwise accepted by us, each financial statement shall be prepared in accordance with generally accepted accounting principles consistently appli and shall fairly and accurately present your financial condition and results of operations for the period to which it pertains. You authorize us to obtain credit bureau reports for credit and collection purposes and to share them with our affiliat and agents.

8. END OF TERM: Unless the purchase option is $1.00, at the end of the initial term, this Agreement shall renew for successive 12-month renewal term(s) under the same terms hereof unless you send us written notice between 90 and 1 days before the end of the initial term or at least 30 days before the end of any renewal term that you want to purchase or return the Equipment, and you timely purchase or return the Equipment. You shall continue making Payments a paying all other amounts due until the Equipment is purchased or returned. As long as you have given us the required written notice, if you do not purchase the Equipment, you will return all of the Equipment to a location we specify, at yc expense, in retail re-saleable condition, full working order and complete repair. At the end of the term or upon repossession of the Equipment after a default, you agree to pay us a minimum return fee of $250, which will cover up to 10 units returned Equipment and will not be prorated, and in addition, a supplemental return fee of up to $50 per each unit of returned Equipment in excess of 10 units (collectively, the "Return Fee"). If, in our sole discretion, we allow you to return a Equipment prior to the end of the term, you shall pay us the Return Fee each time you return Equipment. YOU ARE SOLELY RESPONSIBLE FOR REMOVING ANY DATA THAT MAY RESIDE IN THE EQUIPMENT, INCLUDING BUT NC LIMITED TO HARD DRIVES, DISK DRIVES OR ANY OTHER FORM OF MEMORY.

9. USA PATRIOT ACT NOTICE; ANTI-TERRORISM AND ANTI-CORRUPTION COMPLIANCE: To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obta verify, and record information that identifies each customer who opens an account. When you enter into a transaction with us, we ask for your business name, address and other information that will allow us to identify you. We may also a to see other documents that substantiate your business identity. You and any other person who you control, own a controlling interest in, or who owns a controlling interest in or otherwise controls you in any manner ("Representatives") a and will remain in full compliance with all laws, regulations and government guidance concerning foreign asset control, trade sanctions, embargoes, and the prevention and detection of money laundering, bribery, corruption, and terrorism, a neither you nor any of your Representatives is or will be listed in any Sanctions-related list of designated persons maintained by the U.S. Department of Treasury's Office of Foreign Assets Control or successor or the U.S. Department of Sta You shall, and shall cause any Representative to, provide such information and take such actions as are reasonably requested by us in order to assist us in maintaining compliance with anti-money laundering laws and regulations.

10. MISCELLANEOUS: Unless otherwise stated in an addendum hereto, the parties agree that: (i) this Agreement and any related documents hereto may be authenticated by electronic means; (ii) the "original" of this Agreement shall be t copy that bears your manual, facsimile, scanned or electronic signature and that also bears our manually or electronically signed signature and is held or controlled by us; and (iii) to the extent this Agreement constitutes chattel paper (defined by the UCC), a security interest may only be created in the original. You agree not to raise as a defense to the enforcement of this Agreement or any related documents that you or we executed or authenticated such documents electronic or digital means or that you used facsimile or other electronic means to transmit your signature on such documents. Notwithstanding anything to the contrary herein, we reserve the right to require you to sign this Agreement or a related documents hereto manually and to send to us the manually signed, duly executed documents via overnight courier on the same day that you send us the facsimile, scanned or electronic transmission of the documents. You agree execute any further documents that we may request to carry out the intents and purposes of this Agreement. Whenever our consent is required, we may withhold or condition such consent in our sole discretion, except as otherwise expres stated herein. From time to time, Supplier may extend to us payment terms for Equipment financed under this Agreement that are more favorable than what has been quoted to you or the general public, and we may provide Supplier informati regarding this Agreement if Supplier has assigned or referred it to us. All notices shall be mailed or delivered by facsimile transmission or overnight courier to the respective parties at the addresses shown on this Agreement or such oth address as a party may provide in writing from time to time. By providing us with a telephone number for a cellular phone or other wireless device, including a number that you later convert to a cellular number, you are expressly consenting receiving communications, including but not limited to prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system, from us and our affiliates and agents at that number. This expre consent applies to each such telephone number that you provide to us now or in the future and permits such calls for non-marketing purposes. Calls and messages may incur access fees from your cellular provider. You authorize us to ma non-material amendments (including completing and conforming the description of the Equipment) on any document in connection with this Agreement. Unless stated otherwise herein, all other modifications to this Agreement must be writing and signed by each party or in a duly authenticated electronic record. This Agreement may not be modified by course of performance.

11. WARRANTY DISCLAIMERS: WE ARE LEASING THE EQUIPMENT TO YOU "AS-IS." YOU HAVE SELECTED SUPPLIER AND THE EQUIPMENT BASED UPON YOUR OWN JUDGMENT. WE DO NOT TAKE RESPONSIBILI FOR THE INSTALLATION OR PERFORMANCE OF THE EQUIPMENT. SUPPLIER IS NOT AN AGENT OF OURS AND WE ARE NOT AN AGENT OF SUPPLIER, AND NOTHING SUPPLIER STATES OR DOES CAN AFFECT YOU OBLIGATIONS HEREUNDER. **YOU WILL MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE (A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, OF, AND TAKE ABSOLUTELY N RESPONSIBILITY FOR, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS, INFRINGEMENT C ANY OTHER ISSUE IN REGARD TO THE EQUIPMENT, ANY ASSOCIATED SOFTWARE AND ANY FINANCED ITEMS.** SO LONG AS YOU ARE NOT IN DEFAULT UNDER THIS AGREEMENT, WE ASSIGN TO YOU ANY WARRANTII IN THE EQUIPMENT GIVEN TO US.

12. LAW; JURY WAIVER: This Agreement will be governed by and construed in accordance with the law of the principal place of business of Lessor or its assignee. You consent to jurisdiction and venue of any state or federal court in t state the Lessor or its assignee has its principal place of business and waive the defense of inconvenient forum. For any action arising out of or relating to this Agreement or the Equipment, **BOTH PARTIES WAIVE ALL RIGHTS TO A TRI BY JURY.**

13. MAINTENANCE AND SUPPLIES: Unless indicated otherwise on page 1, you have elected to enter into a separate arrangement with Supplier for maintenance, inspection, adjustment, parts replacement, drums, cleaning material requir for proper operation and toner and developer unless otherwise agreed to ("Arrangement"). You agree to pay all amounts owing under this Agreement regardless of any claim you have against Supplier relating to the Arrangement. Suppl will be solely responsible for performing all services and providing all supplies under the Arrangement. You agree not to hold Lessor (if different from Supplier) or any assignee of this Agreement responsible for Supplier's obligations under t Arrangement. As a convenience to you, we will provide you with one invoice covering amounts owing under this Agreement and the Arrangement. If necessary, Supplier's obligations to you under the Arrangement may be assigned by u You agree to pay a monthly supply freight fee to cover the costs of shipping supplies to you. Each month, you are entitled to produce the minimum number of clicks/prints/square feet shown on page 1 for each applicable click/print/square fc type. Regardless of the number of clicks/prints/square feet made, you will never pay less than the minimum Payment. You agree to provide periodic meter readings on the Equipment. You can submit your meter readings through the web www.perryprotech.com or by fax at 419.224.8128. If you fail to provide meter readings in a timely fashion, Supplier, at its discretion, may estimate all necessary meter readings. If meter readings are estimated and rebilling for actual me reads is requested by you, you may be assessed an administrative fee for each meter affected. Meter readings may be obtained remotely under certain circumstances and you consent to Supplier's ability to obtain remote meter readings. Y agree to pay the applicable overage charge for each metered click/print/square foot that exceeds the applicable minimum number of clicks/prints/square feet. Clicks/prints/square feet made on equipment marked as not financed under tl Agreement will be included in determining your click/print/square foot and overage charges. At the end of the first year of this Agreement, and once each successive 12-month period thereafter, the maintenance and supplies portion of t Payment and the overage charges may be increased by a maximum of 15% of the existing payment or charge. In order to facilitate an orderly transition, the start date of this Agreement will be the date the Equipment is delivered to you o date designated by us, as shown on the first invoice. If a later start date is designated, in addition to all Payments and other amounts due hereunder, you agree to pay us a transitional payment equal to 1/30th of the Payment, multiplied by t number of days between the date the Equipment is delivered to you and the designated start date. The first Payment is due 30 days after the start of this Agreement and each Payment thereafter shall be due on the same day of each mont

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PERRYPROTECH
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LEASE AGREEMENT NO.

REQUEST FOR CERTIFICATE OF INSURANCE (PROPERTY COVERAGE)

CUSTOMER: PLEASE FILL IN YOUR INSURANCE INFORMATION AND SEND TO YOUR INSURANCE AGENT

To: Customer's Insurance Agent	Description of Item(s) to be Insured:
Name of Agency:	(7) LX-Lexmark XM3350 B/W MFP
Agent: Andres ONeil and Lowe Agency	(1) RI-Ricoh IM C4510 Color MFP
Address: 227 N Lynn St. Bryan, OH 43506	
Phone: 419-636-5050	
Fax: 419-636-0132	
E-mail: agency@andresins.com	

Insurable Value: $63,911.32.

The below-stated Customer intends to or has entered into a financing agreement ("Agreement") with **PERRY proTECH, Inc.** ("Creditor") for the above-referenced item(s) ("Equipment"). Creditor requires proof in the form of a Certificate of Insurance that Customer's insurable interest in the Equipment meets Creditor's requirements as follows:

23. **Certificate of Property Coverage: Customer must carry PROPERTY insurance in an amount no less than the Insurable Value (with deductibles no more than $25,000). Creditor AND/OR ITS ASSIGNS shall be listed as LENDER'S LOSS PAYEE on such policy.**

24. **The Certificate Holder on the above-referenced policy shall be listed as follows:**

    PERRY proTECH, Inc. AND/OR ITS ASSIGNS
    1310 Madrid Street
    Marshall, MN 56258

25. Please fax a copy of the above-referenced Certificate of Insurance to 866-405-8329, referencing Agreement # on the fax cover sheet, as soon as possible or e-mail them to ef.insurance.group@onlinecomment.com

By signing below, Customer authorizes the above-named Insurance Agent to immediately endorse the insurance policy and subsequent renewals to reflect the required coverage, as outlined above. In addition to providing Creditor with a copy of the Certificate of Insurance, as stated above, Customer hereby requests Insurance Agent to send to Creditor any subsequent renewals of such insurance policy, by mail, at the address listed above.

County of Williams
Customer

X [signature]
Signature

County Administrator 4/9/26
Title Date

*CUSTOMER: THIS FORM IS PROVIDED FOR YOU TO APPROVE, COMPLETE AND SEND TO YOUR INSURANCE AGENT.

Maintenance Agreement Terms & Conditions

1. General Scope of Coverage. This Agreement covers both the labor and the parts (excluding parts and supplies listed as Consumables below) for maintenance as necessitated by the normal use of the equipment. Parts replaced become the property of PERRY proTECH. Damages to the equipment caused by accident, neglect, misuse, altering of equipment, unfavorable or adverse environmental conditions, electric current fluctuations, work performed by other than PERRY proTECH personnel, or any force of nature, or any other cause out of PERRY proTECH's control are not covered. Operator Error Calls and Computer Network problems are not in the Scope of Services. You are responsible for daily care and cleaning of the top glass, dusting equipment, replenishing toner, replacing disposal tank, clearing jams, et
2. For the purposes of this agreement the definition of a "click" is the output of a single side of media less than or equal to 8.5" x 11" unless it is on a "Wide Format" device where it is defined as 1 square foot o paper passed. 8.5 x 14 and larger shall be charged at 2 Clicks. The definition of a "scan" is the electronic rasterization of a hard copy document with no associated hard copy output on the scanning device. In the event that scans exceed click output, Perry proTECH reserves the right to charge for scans at 1 click each.
3. Service calls under this Agreement will be made under normal business hours of 8:00 A.M. to 5:00 P.M. (Eastern Time Zone) Monday through Friday, excluding PERRY proTECH observed holidays. PERRY proTECH shall not be liable for non-performance or a delay in performance of its obligations under this agreement if due to force majeure or contingencies or causes beyond the reasonable control of PERRY proTECH or its suppliers. PERRY proTECH shall not be in breach of this Agreement due to a supplier's inability to provide parts and/or supplies. All other service calls will be charged for portal to portal at the overtime rates in effect at the time the service call is made.
4. This Maintenance Agreement shall be invoiced for and commence upon the date of Delivery and Acceptance and shall continue for one full year and for any overage charges listed on the reverse side of this Agreement. This Agreement shall be automatically renewed for successive similar periods, at the then current rate, unless either party gives written notice to the other party Ninety (90) days in advance of tl expiration date of its intention to cancel this Agreement. The terms and conditions will be those in effect at the time of renewal. PERRY proTECH may impose a surcharge in the event of any increase in the cost of fuel, utilities, parts, supplies, tariffs, taxes, labor, and/or other third party-imposed price increases. All supplies remain the property of PERRY proTECH until installation in a machine. In the case of cancellation, for any reason, You agree to return, or pay for, all unused supplies covered under this Agreement to PERRY proTECH. At the end of the first year of this Agreement, and once each successive 12 month period thereafter, the maintenance and supplies portion of the Payment and the overage charges may be increased by a maximum of 15% of the existing payment or charge. In the case of leased equipment, the minimum monthly lease payment shall not include a maintenance component, and as such, PERRY proTECH shall not be obligated to maintain the equipment as part of the lease agreement. Instead, You agree that by the inclusion of this document, you and PERRY proTECH have entered into a separate and distinct Maintenance Agreement, which shall be in effect for the full term of the lease agreement and any failure on your part to make payments as they become due, shall constitute a breach of both.
5. You are required to submit monthly meter readings to PERRY proTECH. PERRY proTECH will provide software for the purpose of automatically collecting and reporting meter readings, reporting of supply levels and remote diagnostic repairs. Customer authorizes and agrees to the installation of this software throughout this Agreement. In the event the software installation is declined, the submission of mete reading is required, and an administrative fee will be assessed for managing the manual retrieval and entry for these meters.
6. ALL METER OVERAGES ARE DUE PERRY PROTECH WHEN BILLED. If the customer fails to provide meter readings in a timely fashion, PERRY proTECH, at its discretion, will estimate all necessary meter readings If the customer disputes invoices generated from estimated reads and rebilling is required, the customer will be assessed an administrative fee for each meter affected. Any disputed meter read must be disputed within 90 days of the date of the invoice.
7. Equipment covered under this Agreement must be in good condition according to PERRY proTECH and manufacturer's specifications, before it can be accepted for maintenance. You agree to pay for a preventative maintenance check and for all parts and labor required to bring the equipment up to PERRY proTECH and manufacturer's specifications.
8. You must provide a reasonable working atmosphere for servicing the equipment, i.e. access to all sides of the equipment or a movable stand to facilitate handling and provide suitable electrical service in accordance with U/L and manufacturer's requirements. The customer also agrees to make available and designate a qualified individual for key-operator training on the equipment.
9. The equipment is designed to give excellent performance with PERRY proTECH provided supplies and with papers that meet the manufacturer's specifications. PERRY proTECH will provide customer an on hand stock of supplies for up to Thirty (30) days, based on historical or anticipated usage. If the customer uses other than PERRY proTECH provided supplies or any papers or media that do not meet the manufacturer's specifications for the equipment, and if such supplies and/or papers or media are defective or are not acceptable for use in the equipment, cause poor image quality, frequent service calls or service problems, then PERRY proTECH may at its option, terminate this Agreement or adjust the rate(s) of this Agreement. In the event of termination, by PERRY proTECH the unused portion of the maintenance charge will be forfeited, and You will be offered service on a "Per Call" basis at published rates.
10. Under full maintenance coverage, PERRY proTECH agrees to provide toner in sufficient quantity according to the manufacturers published yields which are based on Six (6%) percent coverage black & white and Twenty (20%) percent coverage full color. In the event that the customer's actual toner usage exceeds the manufacturer's published yields, PERRY proTECH reserves the right to address this variance by adjusting the rate(s) of this Agreement and invoicing the customer for excess toner usage. PERRY proTECH reserves the right to charge a fee to cover supply delivery and service fuel costs.
11. PERRY proTECH must approve, in advance, any change in location of the equipment within the facility or to another facility. If the equipment is moved to a new service zone, You agree to pay the difference i published maintenance charges between the current zone and the new zone, such charges to be assessed on a pro-rated basis. If the equipment is moved beyond PERRY proTECH service territory, then PERF proTECH may, at its option, terminate this agreement.
12. The removal, moving and installation of equipment are not covered nor authorized under this agreement. Any movement of equipment by the customer resulting in the need for PERRY proTECH to make equipment repair, configuration adjustments or other network services to restore functional capabilities will be billed at the current network service rates.
13. In the event PERRY proTECH is unable to obtain repair or replacement parts due to the limitation or discontinuation of such parts by the manufacturer and is unable to affect repairs to the equipment, PERRY proTECH will credit the unused portion of maintenance charges to the customer's account. Any such credit balance must be used toward future purchases with PERRY proTECH.
14. PERRY proTECH reserves the right to withhold service in the event the customer's overall account balance is delinquent based on PERRY proTECH's payment terms on any Agreement between the Parties in effect at that time. PERRY proTECH payment terms are Net Thirty (30) Days.
15. Changes in the operating environment, (including but not limited to changes to operating systems, network software, software application changes, and hardware or software upgrades, etc.) may result in th need for configuration adjustments or other network services to restore functional capabilities. Such services shall be at PERRY proTECH's published network service rate.
16. For color systems, color calibration from the customer's computer is not covered under this agreement. Calibration shall be billed at PERRY proTECH's published network service rates.
17. The customer acknowledges that it is the customer's responsibility to maintain a current backup of their program and data files to restore any loss data. Under no circumstances shall PERRY proTECH be held responsible for any loss of data. It is Your obligation to remove any data prior to return of the equipment. You agree to maintain insurance on the Equipment at no less than the full purchase price, adding PERRY proTECH as an additional insured. Your insurance shall be the primary coverage for any recovery.
18. Other than the obligations set forth herein, PERRY proTECH DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR USE, OR FITNESS FOR A PARTICULAR PURPOSE. PERRY PROTECH SHALL NOT BE RESPONSIBLE FOR INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING OUT OF THE USE OR PERFORMANCE OF THE EQUIPMENT, THE LOSS OF USE OF THE EQUIPMENT, OR ANY ECONOMIC LOSS.
19. This Maintenance Agreement or any portion is non-cancelable, irrevocable, and non-refundable except as specifically stated in the foregoing statements.
20. PERRY proTECH recognizes that it must conduct its activities in a manner designed to protect any information concerning You (such information hereinafter referred to as "Client Information") from imprope use or disclosure. PERRY proTECH agrees to use its best efforts to treat Your Information on a confidential basis. PERRY proTECH agrees not to disclose Your Information to any person, firm or corporation that does not have a need to know said information. From time to time, Supplier may extend to us promotions for Equipment under this Agreement and You agree PERRY proTECH may provide Supplier information regarding the Equipment.
21. Where payments towards charges are made by the customer through a credit/debit card, an additional processing fee will be charged towards credit card fees.
22. Depending on the make and model of the equipment, Consumables may be excluded from this agreement. Consumables include, but are not limited to toner, developer, imaging units/drum cartridges, wast containers, paper, thermal paper, staples, MICR Toner, maintenance kits, print cartridges, PM kits, cleaning supplies, cutting blades, Ink, ink drums, masters, binding supplies, cleaning webs, cassettes, trays, filters.

By signing below or authenticating an electronic version hereof, You certify that you have reviewed and agree to all the terms and conditions in this Agreement ant the reverse hereof. Upon signing this Agreement Your promises in this Agreement will be irrevocable and unconditional in all respects. Customer Signature below has been duly authorized and approved.

Automated Meter Read Software Contact Name: Sarah Stubblefield	Customer Acceptance: Sarah Stubblefield
Meter Read Contact Phone #: 419-633-4317	Printed Customer Name: Sarah Stubblefield
Meter Read Contact Email: sstubblefield@wmsco.org	Date: 4-1-26

Vond Hall
County Admin
4/9/26

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PERRYPROTECH
Network Security • Imaging • Technology

Schedule "A"

APPLICATION NO.	AGREEMENT NO.

This Schedule "A" is to be attached to and becomes part of the above-referenced Agreement by and between the undersigned and **PERRY proTECH, Inc.**

EQUIPMENT DESCRIPTION

MAKE/MODEL/ACCESSORIES	SERIAL NO.	STARTING METER	NOT FINANCED UNDER THIS AGREEMENT
LX-Lexmark XM3350 B/W MFP			☐
LX-Lexmark XM3350 B/W MFP			☐
LX-Lexmark XM3350 B/W MFP			☐
LX-Lexmark XM3350 B/W MFP			☐
LX-Lexmark XM3350 B/W MFP			☐
LX-Lexmark XM3350 B/W MFP			☐
LX-Lexmark XM3350 B/W MFP			☐
RI-Ricoh IM C4510 Color MFP			☐

CUSTOMER ACCEPTANCE

This Schedule "A" is hereby verified as correct by the undersigned Customer.

County of Williams	X Sarah Stubblefield	Executive Director	4-1-24
CUSTOMER	SIGNATURE	TITLE	DATED

Vond Hall
County Admin
4/9/24

29041 (2017) Rev. 08/15/2018

Ohio | Department of Taxation

tax.ohio.gov

STEC B Rev. 3/15

Sales and Use Tax
Blanket Exemption Certificate

The purchaser hereby claims exception or exemption on all purchases of tangible personal property and selected services made under this certificate from: **PERRY proTECH, Inc.**
and certifies that the claim is based upon the purchaser's proposed use of the items or services, the activity of the purchase, or both, as shown hereon:

Purchaser must state a valid reason for claiming exception or exemption.

County of Williams
Purchaser's name

Government
Purchaser's type of business

1 Courthouse Square
Street address

Bryan, OH 43506-8416
City, state, ZIP code

Sarah Stubblefield — Executive Director
Signature — Title

4-1-26
Date signed

Vond Hall 4/9/
County Admin

Vendor's license number, if any

Vendors of motor vehicles, titled watercraft and titled outboard motors may use this certificate to purchase these items under the "resale" exception. Otherwise, purchaser must comply with either rule 5703-9-10 or 5703-9-25 of the Administrative Code. This certificate cannot be used by construction contractors to purchase material for incorporation into real property under an exempt construction contract. Construction contractors must comply with rule 5703-9-14 of the Administrative Code.

NOTE: CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.

OHIO ADDENDUM
(STATE AND LOCAL GOVERNMENT)

AGREEMENT

Addendum to Agreement # , between County of Williams, as Customer and PERRY proTECH, Inc., as Lessor. The words "you" and "your" refer to Customer. The words "we," "us" and "our" refer to Lessor.

The parties wish to amend the above-referenced Agreement by adding the following language:

> If your end-of-term option is the purchase of all Equipment for $1.00 or $101.00, the following applies: Notwithstanding anything to the contrary set forth in the Agreement, title to the Equipment shall be in our name, subject to your interest under the Agreement.

The undersigned as Fiscal Officer of Customer hereby certifies as of the date stated below that the amount required to pay Payments and all other amounts required to be paid under the Agreement during the fiscal year in which the Agreement is made have been lawfully appropriated for such purpose and are in the treasury or in the process of collection to the credit of an appropriate fund free from any previous encumbrances. ***[This certificate must be signed by the fiscal officer of the Customer per ORC § 5705.41(D).]***

Name	Title	Signature
Sarah Stubblefield	Fiscal Officer	Sarah Stubblefield

By signing this Addendum, Customer acknowledges the applicable changes noted above are incorporated by reference into the Agreement. In all other respects, the terms and conditions of the Agreement remain in full force and effect and remain binding on Customer. In the event of any conflict between the terms and conditions of the Agreement and this Addendum, the terms and conditions of this Addendum shall control. Customer has caused this Addendum to be executed by its duly authorized officer as of the date below.

PERRY proTECH, Inc.
Lessor

Signature

Title Date

County of Williams
Customer
X [signature]
Signature
County Administrator 4/9/26
Title Date

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NOTE: CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.

STATE AND LOCAL GOVERNMENT ADDENDUM

AGREEMENT # 3277384

Addendum to Agreement # 3277384 and any future supplements/schedules thereto, between COUNTY OF WILLIAMS, as Customer and PERRY proTECH, Inc., as Lessor. The words "you" and "your" refer to Customer. The words "we" and "us" refer to Lessor.

1. The parties wish to amend the above-referenced Agreement by adding the following language:

REPRESENTATIONS AND WARRANTIES OF CUSTOMER: You hereby represent and warrant to us that: (i) you have been duly authorized under the Constitution and laws of the applicable jurisdiction and by a resolution or other authority of your governing body to execute and deliver this Agreement and to carry out your obligations hereunder; (ii) all legal requirements have been met, and procedures have been followed, including public bidding, in order to ensure the enforceability of this Agreement; (iii) this Agreement is in compliance with all laws applicable to you, including any debt limitations or limitations on interest rates or finance charges; (iv) the Equipment will be used by you only for essential governmental or proprietary functions of you consistent with the scope of your authority, will not be used in a trade or business of any person or entity, by the federal government or for any personal, family or household use, and your need for the Equipment is not expected to diminish during the term of this Agreement; (v) you have funds available to pay Payments until the end of your current appropriation period, and you intend to request funds to make Payments in each appropriation period, from now until the end of the term of this Agreement; and (vi) your exact legal name is as set forth on page one of this Agreement.

INITIAL TERM AND RENEWAL TERM(S): The term of the Agreement consists of an initial term beginning on the date we pay Supplier and ending at the end of your fiscal year in which we pay Supplier, and a series of renewal terms, each co-extensive with your fiscal year. Except to the extent required by applicable law, if you do not exercise your right to terminate the Agreement under the Non-Appropriation or Renewal paragraph as of the end of any fiscal year, the Agreement will be deemed automatically renewed for the next succeeding renewal term.

An election by you to terminate the Agreement under the Non-Appropriation or Renewal paragraph is not a default.

Notwithstanding anything to the contrary set forth in the Agreement, if we cancel the Agreement following a default by you, we may require that you pay the unpaid balance of Payments under the Agreement through the end of your then-current fiscal year, but we may not require you to pay future Payments due beyond that fiscal year or the anticipated residual value of the Equipment. If we sell the Equipment following a default by you, you will not be responsible for a deficiency, except to the extent of our costs of repossession, moving, storage, repair and sale, and our attorneys' fees and costs.

NON-APPROPRIATION OR RENEWAL: If either sufficient funds are not appropriated to make Payments or any other amounts due under this Agreement or (to the extent required by applicable law) this Agreement is not renewed either automatically or by mutual ratification, this Agreement shall terminate and you shall not be obligated to make Payments under this Agreement beyond the then-current fiscal year for which funds have been appropriated. Upon such an event, you shall, no later than the end of the fiscal year for which Payments have been appropriated or the term of this Agreement has been renewed, deliver possession of the Equipment to us. If you fail to deliver possession of the Equipment to us, the termination shall nevertheless be effective but you shall be responsible, to the extent permitted by law and legally available funds, for the payment of damages in an amount equal to the portion of Payments thereafter coming due that is attributable to the number of days after the termination during which you fail to deliver possession and for any other loss suffered by us as a result of your failure to deliver possession as required. You shall notify us in writing within seven days after (i) your failure to appropriate funds sufficient for the payment of the Payments or (ii) to the extent required by applicable law, (a) this Agreement is not renewed or (b) this Agreement is renewed by you (in which event this Agreement shall be mutually ratified and renewed), provided that your failure to give any such notice under clause (i) or (ii) of this sentence shall not operate to extend this Agreement or result in any liability to you.

SUPPLEMENTS; SEPARATE FINANCINGS: To the extent applicable, in the event that the parties hereafter mutually agree to execute and deliver any supplement or schedule ("Supplement") under the above-referenced Agreement, such Supplement, as it incorporates the terms and conditions of the Agreement, shall be a separate financing distinct from the Agreement or other Supplements thereto. Without limiting the foregoing, upon the occurrence of an event of default or a non-appropriation event with respect to the Agreement or a Supplement (each, a separate "Contract"), as applicable, we shall have the rights and remedies specified in the Agreement with respect to the Equipment financed and the Payments payable under such Contract, and we shall have no rights or remedies with respect to Equipment financed or Payments payable under any other Contract unless an event of default or non-appropriation event has also occurred under such other Contract.

2. The parties wish to amend the above-referenced Agreement by restating certain language as follows:

Any provision in the Agreement stating that you shall indemnify and hold us harmless is hereby amended and restated as follows: "To the extent permitted by law, you shall be solely liable for your own actions that result in any obligation, loss, claim or damage whatsoever, regardless of cause, and all expenses in connection therewith, including, without limitation, expenses, penalties and interest (collectively "Losses") arising out of or resulting from the entering into this Agreement, the ownership of the Equipment, the ordering, acquisition, use, operation, condition, purchase, delivery, rejection, storage or return of the Equipment or any accident in connection with the operation, use, condition, possession, storage or return of the Equipment resulting in damage to property or injury to or death to any person; provided, however, that you shall not be liable to us for Losses arising out of or resulting from our own willful or grossly negligent conduct."

Any provision in the Agreement stating that the Agreement is governed by a particular state's laws and you consent to such jurisdiction and venue is hereby amended and restated as follows: "This Agreement will be governed by and construed in accordance with the laws of the state where you are located. You consent to jurisdiction and venue of any state or federal court in such state and waive the defense of inconvenient forum."

Any provision in the Agreement stating this Agreement supersedes any invoice and/or purchase order is hereby amended and restated as follows: "You agree that the terms and conditions contained in this Agreement, which, with the acceptance certification, is the entire agreement between you and us regarding the Equipment and which supersedes any purchase order, invoice, request for proposal, response or other related document."

Any provision in the Agreement stating that this Agreement shall automatically renew unless the Equipment is purchased, returned or a notice requirement is satisfied is hereby amended and restated as follows: "Unless the purchase option is $1.00 or $101.00, you agree to send us written notice at least 30 days before the end of the final renewal term that you want to purchase or return the Equipment, and you agree to so purchase or return the Equipment not later than the end of the final renewal term. If you fail to so purchase or return the Equipment at or before the end of the final renewal term, you shall be a holdover tenant with respect to this Agreement and the Equipment, and this Agreement shall renew on a month-to-month basis under the same terms hereof until the Equipment has been purchased or returned."

Any provision in the Agreement stating that we may assign this Agreement is hereby amended and restated as follows: "We may sell, assign, or transfer this Agreement without notice to or consent from you, and you waive any right you may have to such notice or consent."

Any provision in the Agreement stating that you grant us a security interest in the Equipment to secure all amounts owed to us under any agreement is hereby amended and restated as follows: "To the extent permitted by law, you grant us a security interest in the Equipment to secure all amounts you owe us under this Agreement and any supplements hereto. You authorize and ratify our filing of any financing statement(s) and the naming of us on any vehicle title(s) to show our interest."

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Any provision in the Agreement stating that a default by you under any agreement with our affiliates or other lenders shall be an event of default under the Agreement

NOTE: CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.

is hereby amended and restated as follows: "You will be in default if: (i) you do not pay any Payment or other sum due to us under this Agreement when due or you fail to perform in accordance with the covenants, terms and conditions of this Agreement; (ii) you make or have made any false statement or misrepresentation to us; or (iii) you dissolve, liquidate, terminate your existence or are in bankruptcy.

Any provision in the Agreement stating that you shall pay our attorneys' fees is hereby removed.

Any provision in the Agreement requiring you to pay amounts due under the Agreement upon the occurrence of a default, failure to appropriate funds or failure to renew the Agreement is hereby amended to limit such requirement to the extent permitted by law and legally available funds.

3. If your end-of-term option is the purchase of all Equipment for $1.00 or $101.00, the following applies: Unless otherwise required by law, upon your acceptance of the Equipment, title to the Equipment shall be in your name, subject to our interest under this Agreement.

4. With respect to any "Financed Items," the following provisions shall be applicable to such Financed Items:

This Addendum concerns the granting to you of certain software and/or software license(s) ("Licensed Software"), the purchase by you of certain software components, including but not limited to, software maintenance and/or support ("Products") and/or the purchase by you of certain implementation, integration, training, technical consulting and/or professional services in connection with software ("Services") (collectively, the "Financed Items") from software licensor(s) and/or supplier(s) (collectively, the "Supplier"), all as further described in the agreement(s) between you and Supplier (collectively, the "Product Agreement"). For essential governmental purposes only, you have requested and we have agreed that instead of you paying the fees pursuant to the Product Agreement to Supplier for the Financed Items, we will satisfy your obligation to pay such fees to Supplier, and in consideration thereof, you shall repay the sums advanced by us to Supplier by promptly making certain installment payments to us, which are included in the Payments set forth in the Agreement.

To the extent permitted by law, you grant us a security interest in the license(s), including without limitation, all of your rights in the Licensed Software granted thereunder, the Products, all rights to payment under the Product Agreement, the Financed Items, and all proceeds of the foregoing to secure all amounts you owe us under this Agreement. You authorize and ratify our filing of any financing statement(s) to show our interest.

Ownership of any Licensed Software shall remain with Supplier thereof. All Financed Items shall be provided by a Supplier unrelated to us, and your rights with respect to such Financed Items shall be governed by the Product Agreement between you and Supplier, which shall not be affected by this Agreement. IN NO EVENT SHALL WE HAVE ANY OBLIGATION TO PROVIDE ANY FINANCED ITEMS, AND ANY FAILURE OF SUPPLIER TO PROVIDE ANY FINANCED ITEMS SHALL NOT EXCUSE YOUR OBLIGATIONS TO US IN ANY WAY. YOU HAVE SELECTED SUPPLIER AND THE FINANCED ITEMS BASED UPON YOUR OWN JUDGMENT. WE DO NOT TAKE RESPONSIBILITY FOR THE INSTALLATION OR PERFORMANCE OF THE FINANCED ITEMS. SUPPLIER IS NOT AN AGENT OF OURS AND WE ARE NOT AN AGENT OF SUPPLIER, AND NOTHING SUPPLIER STATES OR DOES CAN AFFECT YOUR OBLIGATIONS HEREUNDER. **YOU WILL MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE FINANCED ITEMS COVERED BY THE PRODUCT AGREEMENT AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR AS TO ANY PATENT, TRADEMARK OR COPYRIGHT INFRINGEMENT, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS OR ANY OTHER ISSUE IN REGARD TO THE FINANCED ITEMS.** YOU HEREBY WAIVE ANY CLAIM (INCLUDING ANY CLAIM BASED ON STRICT LIABILITY OR ABSOLUTE LIABILITY IN TORT) THAT YOU MAY HAVE AGAINST US FOR ANY LOSS, DAMAGE (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF DATA OR ANY OTHER DAMAGES) OR EXPENSE CAUSED BY THE FINANCED ITEMS COVERED BY THE PRODUCT AGREEMENT OR A TERMINATION OF THE FINANCED ITEMS PURSUANT TO AN EVENT OF DEFAULT, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, LOSS, EXPENSE OR COST.

The following shall be additional events of default under the Agreement: (i) you fail to perform in accordance with the covenants, terms and conditions of the Product Agreement, or (ii) the Product Agreement is terminated, suspended, materially restricted or limited.

The following shall be additional remedies we have for your default under the Agreement: We shall have the right to: (a) cause the termination of the Financed Items and you irrevocably consent to such termination of the Financed Items by Supplier; and (b) require you to immediately stop using the Financed Items (regardless of whether you are in default under the Product Agreement) and you shall, at our option, either deliver to us a certification executed by a duly authorized officer certifying that you have ceased use of the Financed Items or deliver the Financed Items to a location designated by us. In the event you are entitled to transfer the right to use the Financed Items to any third party, you hereby agree to transfer any such right to use the Financed Items to any third party selected by us and acknowledge that you shall have no right to fees payable by any third party in connection with such transfer. However, we shall not be required to mitigate our damages caused by a default by transferring any Financed Items to a third party.

By signing this Addendum, Customer acknowledges the applicable changes noted above are incorporated by reference into the Agreement. In all other respects, the terms and conditions of the Agreement remain in full force and effect and remain binding on Customer. In the event of any conflict between the terms and conditions of the Agreement and this Addendum, the terms and conditions of this Addendum shall control. Customer has caused this Addendum to be executed by its duly authorized officer as of the date below.

PERRY proTECH, Inc.	COUNTY OF WILLIAMS
Lessor	Customer
Signature	X [signature] Signature
Title / Date	County Administrator 4/9/26 Title / Date

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SIGNATURE PAGE

WILLIAMS COUNTY COMMISSIONERS – APPROVAL
Date: 4/9/26

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

County Administrator, Vond T. Hall

Date 4/9/26

WILLIAMS COUNTY PROSECUTOR
153.44 ORC

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

Katherine J. Zartman, Williams County Prosecutor

Date 4-8-26

FISCAL OFFICER'S CERTIFICATE
5705.41 O.R.C.

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

Vickie Grimm, Williams County Auditor

Date 4-9-26

RESOLUTION 26-0195

COUNTY COMMISSIONERS' OFFICE
WILLIAMS COUNTY, BRYAN, OHIO
April 9, 2026

In the Matter of
Entering into HPS Membership for
Gordan Food Service

Per Resolution 26-0008 and 26-0167 granting authorization to the County Administrator.

WHEREAS, the Williams County Department of Aging submitted am HPS Application/Agreement between Williams County on behalf of the Williams County Department of Aging and Gordan Food Service, Inc. for group purchasing at no cost to the county with a term of date of signing renewing annually; therefore,

BE IT RESOLVED, by Williams County Administrator as designee of the Board of Williams County Commissioners we do hereby approve the Agreement as set forth above and further explained in said agreement. A copy of the Agreement will be on file with Williams County Department of Aging; therefore

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

COUNTY ADMINISTRATOR

Vond T. Hall

Application for 501(c)(3)/ Governmental (Non-Healthcare) Entity Meml Status and Endorsement of Group Purchasing with HPS

Please provide the following information:

Organization Name: Montpelier Senior Center			**Membership Start Date:**
Address: 325 N. Jonesville Street			
City: Montpelier	**State:** Ohio	**Zip:** 43543	**County:** Williams
Main Facility Phone #: 419-485-3218	**Fax #** 419-633-4319		**Website:**
State Sales Tax Exempt? X**YES** **NO**			
Type of Organization:			
☐ **501(C)3**	☒ **Instrumentality of Government**		☐ **Other:**
Education Facilities: ☐ Our facility Participates in the National School Lunch Program. Our Program # is: ___________			

AGREEMENT

We, the Applicant named above (on behalf of Applicant and the Covered Facilities named on the attached Covered Facilities Schedule, if applicable) have signed this application to indicate our support of group purchasing. We agree with HPS, LLC ("HPS") that, upon HPS approval, we will be a member of HPS, and the Covered Facilities will be either members or non-member participants in HPS, as determined by HPS in accordance with the eligibility requirements established by HPS from time to time. As such, we and the Covered Facilities will participate in HPS's group purchasing program, subject to the following terms:

1. The initial term of this Agreement is one year, to be renewed automatically for successive one-year terms unless either HPS or we give written notice of non-renewal to the other at least 30 days before the end of the then-current term. HPS may also terminate this Agreement and our membership in HPS (a) ~~immediately by written notice to us if we or any of the Covered Facilities fail to pay HPS dues (if applicable) on time, or (b)~~ upon 30 days' written notice to us if we or any of the Covered Facilities breach any other provision of this Agreement or our agreement with any of HPS's vendors. We acknowledge and agree that termination of our membership in HPS will immediately terminate the membership or participant status of any Covered Facility.
2. We acknowledge and agree that membership in HPS is governed by the terms of the Certificate of Formation and Operating Agreement of HPS, as those documents may be amended from time to time. ~~We and the Covered Facilities will pay HPS dues (if applicable), net 30 days, in accordance with the HPS dues structure as it may be modified from time to time. We and the Covered Facilities will also comply with all other applicable HPS policies and procedures, as they may be modified from time to time.~~
3. We represent the information we have furnished HPS in connection with this application is accurate and complete in all material respects.

Authorized person completing form

Name: Sarah Stubblefield Title: Executive Director

Signature: Sarah Stubblefield Date: 4-7-26

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HPS
3275 N. M-37 Highway | P.O. Box 247 | Middleville, MI 49333-0247
Phone: (269) 795-3308 or (800) 632-4572 | Fax: (269) 795-9788 | www.hpsgpo.com

Application for 501(c)(3)/ Governmental (Non-Healthcare) Entity Meml Status and Endorsement of Group Purchasing with HPS

Please provide the following information:

Organization Name: Bryan Senior Center			**Membership Start Date:**
Address: 1201 S Portland Street			
City: Bryan	**State:** Ohio	**Zip:** 43506	**County:** Williams
Main Facility Phone #: 419-636-4047	**Fax #** 419-633-4319		**Website:**
State Sales Tax Exempt? X **YES** **NO**			
Type of Organization:			
☐ **501(C)3**	☒ **Instrumentality of Government**		☐ **Other:**
Education Facilities: ☐ Our facility Participates in the National School Lunch Program. Our Program # is: ___________			

AGREEMENT

We, the Applicant named above (on behalf of Applicant and the Covered Facilities named on the attached Covered Facilities Schedule, if applicable) have signed this application to indicate our support of group purchasing. We agree with HPS, LLC ("HPS") that, upon HPS approval, we will be a member of HPS, and the Covered Facilities will be either members or non-member participants in HPS, as determined by HPS in accordance with the eligibility requirements established by HPS from time to time. As such, we and the Covered Facilities will participate in HPS's group purchasing program, subject to the following terms:

1. The initial term of this Agreement is one year, to be renewed automatically for successive one-year terms unless either HPS or we give written notice of non-renewal to the other at least 30 days before the end of the then-current term. HPS may also terminate this Agreement and our membership in HPS (a) ~~immediately by written notice to us if we or any of the Covered Facilities fail to pay HPS dues (if applicable) on time, or (b)~~ upon 30 days' written notice to us if we or any of the Covered Facilities breach any other provision of this Agreement or our agreement with any of HPS's vendors. We acknowledge and agree that termination of our membership in HPS will immediately terminate the membership or participant status of any Covered Facility.
2. We acknowledge and agree that membership in HPS is governed by the terms of the Certificate of Formation and Operating Agreement of HPS, as those documents may be amended from time to time. ~~We and the Covered Facilities will pay HPS dues (if applicable), net 30 days, in accordance with the HPS dues structure as it may be modified from time to time. We and the Covered Facilities will also comply with all other applicable HPS policies and procedures, as they may be modified from time to time.~~
3. We represent the information we have furnished HPS in connection with this application is accurate and complete in all material respects.

Authorized person completing form

Name: Sarah Stubblefield Title: Executive Director

Signature: Sarah Stubblefield Date: 4-7-26

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HPS LLC

Revised 7/2021 TL

Contact Persons - Please list all individuals within your company that you wish to receive HPS information

Name: Kelly Head		Title: Food Service Coordinator	
Address; 325 N. Jonesville Street			
City: Montpelier	State: Ohio	Zip: 43543	County: Williams
Phone: 419-485-3218	Fax: 419-633-4319	Email: khead@wmsco.org	
Does contact work with another HPS member? NO X		Yes, member name: Bryan Center	

Category: ☐ Admin Fee Recipient ☐ Administration ☐ Clinical ☒ Food Service
☐ Laboratory ☐ Main Contact ☐ Plant Operations ☐ Purchasing

Marketing: ☐ eBottom Line ☐ eFinish Line ☐ eMonthly Report ☐ Diet Catalog
☐ Bottom Line ☐ Finish Line ☐ ☐ Furniture Catalog

☐ Use Contact's Address ☐ Exclude from Marketing ☒ Exclude from Vendor List

Name: Sarah Stubblefield		Title: Executive Director	
Address; 1425 E. High Street, Suite 102			
City: Bryan	State: Ohio	Zip: 43506	County: Williams
Phone: 419-633-4317	Fax: 419-633-4319	Email: sstubblefield@wmsco.org	
Does contact work with another HPS member? NO X		Yes, member name: Bryan Center	

Category: ☐ Admin Fee Recipient ☒ Administration ☐ Clinical ☐ Food Service
☐ Laboratory ☐ Main Contact ☐ Plant Operations ☐ Purchasing

Marketing: ☐ eBottom Line ☐ eFinish Line ☐ eMonthly Report ☐ Diet Catalog
☐ Bottom Line ☐ Finish Line ☐ ☐ Furniture Catalog

☐ Use Contact's Address ☐ Exclude from Marketing ☒ Exclude from Vendor List

Name:		Title:	
Address;			
City:	State:	Zip:	County:
Phone:	Fax:	Email:	
Does contact work with another HPS member? NO		Yes, member name:	

Category: ☐ Admin Fee Recipient ☐ Administration ☐ Clinical ☐ Food Service
☐ Laboratory ☐ Main Contact ☐ Plant Operations ☐ Purchasing

Marketing: ☐ eBottom Line ☐ eFinish Line ☐ eMonthly Report ☐ Diet Catalog
☐ Bottom Line ☐ Finish Line ☐ ☐ Furniture Catalog

☐ Use Contact's Address ☐ Exclude from Marketing ☐ Exclude from Vendor List

OK

HPS

Supporting a healthy bottom line

GFS / HPS CONTRACT #1040
VOLUME / COMMITMENT INCENTIVE
Last Revised 7.1.24

Gordon Food Service, Inc. ("GFS") is pleased to offer this purchasing incentive to all HPS members for the contract period.

The HPS member signing this agreement below ("Member") agrees to commit 90% of its purchasing to GFS (90% of dollars spent on items for which GFS offers a choice).

In exchange for this purchasing commitment, GFS will issue semi-annual credit memos to members in accordance with the following schedule, based on average weekly purchases during each 6-month measurement period. As an option, rebate checks will be available to those customers purchasing over $5,000 per week.

PURCHASING LEVEL	THIS % OF PURCHASES REBATED
$25,000/wk. Avg	4.0%
$22,500/wk. Avg	3.75%
$20,000/wk. avg.	3.5%
$17,500/wk. avg.	3.25%
$15,000/wk. avg.	3.0%
$12,500/wk. avg.	2.75%
$10,000/wk. avg.	2.5%
$7,500/wk avg.	2.0%
$5,000/wk. avg.	1.5%
$4,000/wk. avg.	1.0%
$3,000/wk. avg.	0.75%
Below 3,000/wk. avg.	0.50%

Timely periodic reports will keep members advised of rebate levels being earned. Rebate checks/credit memos will be issued within 30 days after each 6-month anniversary of GFS/HPS Contract 1040. All purchases from GFS, under any other HPS contract, count as purchase volume for purposes of this calculation, with the exception of Boxed Beef items, dish machine lease charges, Cycle Menu Management (CMM) fees, and Agency Billing items (including but not limited to Coca-Cola, Ecolab, Pepsi, Starbucks, Abbott).

This agreement is subject to the terms and conditions of the Master Group Agreement between HPS and GFS, as amended from time to time. Member acknowledges and agrees to all such terms and conditions.

This agreement is entered into by and between GFS and Member this 9th day of April, 2026.

Account must be "current" (within payment terms) before volume/commitment will be paid. Any incurred finance charges will be withheld from said rebate.

FOR FOODSERVICE	**FOR MATERIALS MANAGEMENT**	**GORDON FOOD SERVICE, INC.**
BY Sarah Stubblefield	**BY** Sarah Stubblefield	**BY**
TITLE Executive Director	**TITLE** Executive Director	
DATED 4-7-26	**DATED** 4-7-26	**DATED**

GFS ACCOUNT NO:

REBATE REFERENCE: **CREDIT MEMO**
CHECK________ **Purchases over $5,000 weekly only.**

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Send a signed copy to Dave Butka at david.butka@gfs.com

Williams County
DEPARTMENT OF AGING

Williams County Department of Aging
1425 E. High St. – Suite 102
Bryan, OH 43506
Phone: 419-633-4317
Fax: 419-633-4319

RE: HPS Contract with Williams County Department of Aging

Hello,
This Agreement states that the membership in HPS is governed by the terms of the "Certificate of Formation and Operating Agreement of HPS," which may be amended without notice, and that WCDA must pay HPS dues, in accordance with the dues structure, which may be amended without notice, and that WCDA will "also comply with all other applicable HPS polices and procedures," which may be amended without notice. And then also, the "Incentive" agreement says WCDA agrees to the terms and conditions of the "Master Group Agreement between HPS and GFS," which may be amended without notice.

Please make the following changes:

WCDA would propose that the provisions regarding paying dues and the dues structure just be deleted

<u>Change Section 2 of the Agreement to:</u>
2. We acknowledge and agree that membership in HPS is governed by the terms of the Certificate of Formation and Operating Agreement of HPS, **attached hereto as Exhibit A. We will not be bound to any changes to the Certificate of Formation and Operating Agreement of HPS unless and until this Agreement is modified in writing. (Delete the dues provisions. Delete the "other policies and procedures" sentence.).**
<u>Change the "Incentive" Agreement paragraph to:</u>
This agreement is subject to the terms and conditions of the Master Group Agreement between HPS and GFS, **attached hereto as Exhibit C**. Member acknowledges and agrees to all such terms and condition in **Exhibit C. Member will not be bound to any changes to the Certificate of Formation and Operating Agreement of HPS unless and until this Agreement is modified in writing.**
<u>Add a reference to the 1040 Program document and include that with the contract documents.</u>

Thank you,
Sarah Stubblefield
Sarah Stubblefield
Williams County Department of Aging
Executive Director

HPS:
Printed Name:
Signature:
Date:

SIGNATURE PAGE

WILLIAMS COUNTY COMMISSIONERS – APPROVAL
Date:________________

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

Vond T. Hall

County Administrator, Vond T. Hall

4/9/26
Date

WILLIAMS COUNTY PROSECUTOR
153.44 ORC

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

Katherine Zartman

Katherine J. Zartman, Williams County Prosecutor

4-8-26
Date

FISCAL OFFICER'S CERTIFICATE
5705.41 O.R.C.

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

n/a - VGrimm

Vickie Grimm, Williams County Auditor

4-9-26
Date