

Description	Williams County Commissioners' Regular Session #27	
Date	Thursday, April 23, 2026	
Time	Speaker	Note
9:00:09 AM	SL	Okay. We will bring the meeting to order and begin with the Pledge.
9:00:28 AM	Roll Call	TR: Here; BW: Present; SL: Here; Quorum is met.
9:00:36 AM	Resolution 209	Approving the Minutes from Regular Session on April 21, 2026; BW: Motion; TR: Second; Roll Call: TR: Yes; BW: Yes; TR: Yes; Motion Carried.
9:01:12 AM	Resolution 210	Approving Agenda as Amended or Presented; BW: Motion; TR: Second; Roll Call: TR: Yes; BW: Yes; TR: Yes; Motion Carried.
9:01:41 AM	Resolution 211	Approving Payment of Bills; BW: Motion; TR: Second; Roll Call: TR: Yes; BW: Yes; TR: Yes; Motion Carried.
9:02:20 AM	Resolution 212	Supplemental Appropriation(s) for Commissioners on behalf of JFS and Hillside Country Living; BW: Motion; TR: Second Roll Call: TR: Yes; BW: Yes; TR: Yes; Motion Carried.
9:02:58 AM	Resolution 213	Determine the Disposition of Unneeded, Obsolete or Unfit Personal Property on behalf of Engineer's Office; BW: Motion; TR: Second; Roll Call: TR: Yes; BW: Yes; TR: Yes; Motion Carried.
9:04:06 AM	Resolution 214	Entering into Memorandum of Understanding between Williams County Job & Family Services, various law enforcement offices; Prosecuting Attorney, and Common Please, Juvenile and Probate Division; Roll Call: TR: Yes; BW: Yes; TR: Yes; Motion Carried. (Conversation between commissioners regarding payment of bills on computer).
9:05:21 AM	Also Signed	Permit to Work Within County/Township Road Right-of-Way Limits for Bryan Municipal Utilities; Credit Card Appropriations on behalf of Engineer's office and a Courthouse Permit for Relay for Life on June 13 th . And that's all I have unless you want to talk about the two resolutions that weren't passed on Tuesday.
9:06:07 AM	Resolution 206 (EMS Preventative Maintenance)	So, EMS preventative maintenance? SL: I talked to Kyle about that and it all made sense after talking to him. It's not, it's a preventive maintenance. I was understanding the way it was read it was an extended warranty type. It sounds like it's a good idea to do it after talking to Kyle. Did you talk to him? TR: If you're good with it, I'm good with it. BW: Yeah, I (inaudible).
9:06:41 AM	BW/Comm	I wanted to talk about this real quick. I just came across this. First Energy for this property that they are going to work on. Do you realize what that is? It's this little bitty corner that we didn't transfer to West Unity. I mean, it is literally, you couldn't probably stand on it and be in all three sides at one time. TR: Why did we not transfer it to West Unity? BW: Why that didn't go with the Rails to Trails. TR: We did a whole bunch of transport. BW: It should actually go to the Rails to Trails right-of-way; I think. Or no, West Unity, yeah. We should probably look into that. I'll have the. TR: I thought Todd was

		dealing with all that and making all that go away. BW: This is across 127. (Inaudible) 127 which was missed. Now I just, I knew this address on 127 and I am going where do we own property on 127? They are putting a big steel; they are re-doing the electrical going through there. TR: I appreciate you guys' efforts on cleaning up a million little messes that's been left behind for generations. BW: So, we will look that up and send it to Todd and ask him what we need to do on that. I believe we've done all the title work (inaudible) property across the street. Let's just, I would say we just deed that over to the West Unity. It goes with Pine St. along with that project. Unless you want me to take care of it. VH: No, I can. BW: Ok, thank you.
9:07:46 AM	Resolution 206	VH: So, let's go back to the resolution for the entering into that agreement. You had, and so, was it tabled or did it not make it to the? AR: Can I have the minutes back please? VH: I can't remember if you tabled it or died due to a lack of second. SL: Lack of second. TR: It died due to lack of second. AR: I know 208 did not have a second. I don't know about this one. TR: Oh yeah, good point. I knew when we did that, we did it weird. We can get faster on stopping those before there's a motion made, it helps that a lot. When we have a question on something if we stop it instantly, then a motion never made and then it's easier to table. But once a motion has been made then you've gotta, and Bart actually withdrew his motion on one. Which kind of helps too. VH: Which I think is this one. TR: Yeah, that's almost better than when he. You know, when they are contentious then they die a lack of second. Okay, then that's, but these are just trying to clean up and do things along the way. (Commissioner conversation about payment of bills). AR: So, there is no second, so then Scott said let's table this. So, which way does it? VH: But you have to vote to table it. So, we need a motion and a second to bring it back to the floor. AR: Ok, then I'll, do I update the resolution for today's date? VH: Yes. AR: Okay. TR: So, you'll update it? BW: What's the number on that? AR: 206. You can do it now. BW: Alright, I would make the motion that we, 26-0206. AR: Entering into a Preventative Maintenance Agreement for EMS on behalf of the Stryker equipment. TR: Second. Roll Call: TR: Yes; BW: Yes; SL: Yes; Motion Carried. AR: I will re-print this & then you can sign it.
9:10:03 AM	Resolution 208	And then we also had one for, there was questions about the Stryker tower. BW: Oh, yes. TR: Yes, painting the Stryker tower, yes. VH: And we were going to award the bid. And then you were curious if there was going to be teeth in the contract for damages and there is. BW: And there is. So, if you're ready for that. I don't, is that the one that? AR: That's 208. TR: Scott, are we ready for that one? SL: Yeah. What is it? TR: It's the water tower. Painting the water tower. Are we ready to pass that? BW: Award that bid. SL: Yeah, after what you sent us. TR: After the email you sent, we are all good with that? There's teeth in it? VH: And there's a completion date. SL: For this year, not next year. VH: Correct. And there's liquidated damages if they miss the deadline. BW: \$500 a day. TR: Madam Clerk, do you want to bring that one in or do you want us to fumble through it? (Laughter). Then you clean it up along the way. AR: Resolution 208 is regards to the Maumee Valley project in

		Stryker. The Board of Commissioners hereby accepts Maumee Valley and Feller Finch's recommendation and hereby awards the quote for the Stryker Elevated Water Tower and Control Panel Replacement Project to L & T Painting in the amount of \$588,800 and a contract will be issued. BW: So, moved; TR: Second; Roll Call: TR: Yes; BW: Yes; SL: Yes; Motion Carried. AR: I'll update that one too.
9:11:27 AM	SL	And I did talk to Stryker yesterday about we should have been the ones to open. They called me about some things on that and I did let them know that we should be the ones opening the bids.
9:11:46 AM	Discussion	SL: Which by the way we do have another bid here for the. BW: We are doing that one later. It is on our agenda. For the Montpelier project. VH: I met with the contractor who told that it was at 2:00 in writing that was at 10:30. SL: Well, he had the. VH: He did. He came in because he thought the opening was at 2. SL: Right. VH: And they sent out an addendum number 3. So, addendum 1 said 2:00 but changed the date from the 14 th to the 21 st . Addendum 2 said it was then at 10:30. Addendum 3 said it was at 2. So, he thought this is the last addendum, it's now back to 2. So, we are going to open his bid today. TR: We are gonna honor his bid. We should honor his bid, right? Addendum 3. BW: The mistake was ours. VH: It was MVPO engineering mistake. TR: They should have updated that 10:00 on that 2:00. That 3 rd addendum should have had a 10:00 because they changed something little (inaudible) probably. VH: Correct. TR: But the date and time, the time never changed. VH: They made that mistake. TR: This was an error. VH: It was an error. TR: Well, I'm glad that we're taking his bid. We should honor that. BW: We should. SL: And then I guess there's different ways to, we can re-bid the whole thing? VH: So, yeah, here's what could happen. SL: Or, do we open it and make sure? VH: Yeah, that's why we're gonna open it. And if he's not the low, then everything is good. But, if he becomes the low then you will have to consider whether or not, if he's willing to sign an affidavit that he didn't know the other bid number, because they were read aloud. I mean, it's a whole thing later. Dependent upon where he stacks up in the. TR: I didn't think of that. He could have known the number at 10:00. VH: He could know. He could of. I'm not saying he did. I am not saying he didn't. SL: Yeah, I mean if he would have. TR: Been on the Zoom link. If anybody was on the Zoom link. (Several talking). VH: Almost zero, but it is possible.
9:14:01 AM	AR	That's all I have until your 9:30.
9:14:03 AM	RECESS	SL: Well, we stand in Recess.
9:22:35 AM	SL	All right, we are back in session and we have CORSA renewal review with Andres, O'Neil, Russ Davies and Ali Redmond. Whichever one of you guys would like to take the lead here.
9:22:54 AM	Russ	I normally kick off with my, usually, you can probably replay the last 20 years of this. A huge thank you to Robin, Anne, all the department heads. I mean, I am kind of an annoying creature in November asking like a million questions

		and everything. And everyone's really good at getting us information back. So, we appreciate it first and foremost. So, thank you. Additional thank you for the recent partnership after the hail event. I mean, we had a lot of stuff impacted, right. I thought it was an incredible gesture for you guys to say hey, we're happy to bring them all at one place so the adjuster can come see them in one place. You know, with all the vehicles and everything else. So, it has certainly been the biggest insurance in Williams County in the past, since probably the '96 floods I would say. So, we appreciate that. Yeah, with me is Ali and we want to provide a high-level overview of where we're at, what's going on, touch base per usual. And I think probably Ali I am putting you on the spot, but the lost control incentive plan, CORSA University, how we are using those. So, I'll turn it over to you for a while.
9:23:52 AM	Ali	Okay. If it is okay, I will pass out an agenda that I have. I am not just rattling off numbers today. So, as Russ said just here to kinda go over the CORSA renewal. And pool-wide this year we saw a 5% increase. Happy to bring that out. You know, you were all with me the last couple years. You know, three years ago it was a 9% and the last two it was 10%. So, we're finally seeing some stability within the reinsurance market. That at least is hitting us, which we are happy to see, so this year we were able to bring out a 5% pool-wide. So, with that said I would like to just go over some things pertinent just to Williams County and go over some of those figures.
9:25:06 AM	Ali	First thing piece is net premium contributions. So, when we're looking at these figures, again, it's on the net. So, 2025 net premium was \$298,524. Throughout the year we do not, if you make any changes, we do not charge you for those changes, but we don't reimburse either and then in December we have to true-up. Usually it works, usually those changes are adding exposure so that's usually a big benefit at that point that you don't have to all the sudden pay an additional premium through the year. This year you did have just a little bit of a decrease as you can see. When you look, so basically in December is when we true-up and do that annualized number. That way we can compare the true numbers then from '25 to '26. Your net renewal this year was \$315,284, which is a 6.14% increase. So, it is a little bit over that 5%, but let me tell you, you guys are doing a tremendous job, and basically it is just on exposures. It's just how your TIV exposures just are trending. Usually do a trending amount if you haven't had your appraisal that year.
9:26:32 AM	Russ	Yeah, those went up 4%. I mean, so last year we were at \$195 million across all of our stuff that we own, including buildings, contents, etc. We are at, yeah, 208. So just, you know, we have to factor in the frequency, the severity of storms, things that are happening, what's likely to happen in the future, the next 365 days. So, the majority of the bump is in the property.
9:26:59 AM	Ali	So, just kind of like an inflation factor. So, I always like to give everybody the exposures, because a lot of times you don't know what those values are. And as you can see, as Russ said, you know, 208 million just in total true values. I mean, that's a lot of money. A lot of value there. And as you can see, your,

		you guys can read through, but your payroll, and then your autos, deputies and detainees. Those are the items that CORSA rates their members on. So that's why I wanted to highlight those numbers for you. Deputies and detainees, they are a little pricey too, just law enforcement liability in general is expensive just because of what they do.
9:27:43 AM	TR	What does detainees mean?
9:27:51 AM	Russ/TR	We have the holding cell. So, you'll see one, we just have a tank I think where we can retain somebody until we send. TR: That we've never used? To my knowledge. Russ: Yeah, I'm not sure, yeah, but I know we had the holding cell before generally they get sent to CCNO.
9:28:22 AM	TR/AR/Russ/Ali	If we don't use that, is there a big? You should ask the Sheriff that question. Because I'm 99.9% sure there's stuff, is there, do we actually use one Anne? AR: Nods. TR: Okay, Anne says I'm wrong. AR: We have. TR: If we've used it once we need to pay for it, right? I mean, we don't. Ali: And it's an average daily bed count. Russ: So, I believe the premium for that is \$382.
9:28:29 AM	TR	Well, still, it's, no big deal. Ali: You wouldn't see a huge. TR: I feel like it would be a big number, but. Okay, good. Thank you.
9:28:36 AM	Ali	So, then you know with CORSA we always like to return member equity back when we can. This year the board of directors approved returning 2.4 million back in member equity as a dividend. So, it is a credit on your invoice this year. It has been for, since we started. But, based on how long you've been in the program, which you've been in since 1987, so, at the beginning of everything. We would probably consider you forefathers in this. And, so, the \$31,788 is due to that piece, and you know, we just appreciate the relationship all these years, and you know, \$31,000 for being Williams County. You know, just, being who you are, and that's great.
9:29:33 AM	Ali	The loss control incentive program. This is the piece that is a little bit of an ask. Especially for the person that is trying to get it completed. So, thank you Robin for everything you do. We realize that there are different requirements that we ask throughout the year to be met, and retaining this credit, and a lot of it too is we are hoping that there's some trainings that your employees are taking that will hopefully reduce your claims experience in the end. So, hopefully, it's a win-win on both sides. But this year, you know, \$4,987 in credit for that piece. So, thank you Robin for doing that. So, your total credits this year were \$36,775. Any questions so far?
9:30:24 AM	SL	So, the loss control incentive, that's the wellness? No, that's. BW: Cyber.
9:30:32 AM	Ali	No. It would be your cyber, defensive driving, there's you know, maybe attending a loss control meeting. Just some different things.
9:30:39 AM	RK	We do HR trainings.
9:30:44 AM	Ali	Yes, and HR training for the elected officials.

9:30:47 AM	TR	Are there credits out there we are missing? Are we getting all of the credits that we could get, or do we miss some?
9:30:57 AM	Ali	There's some that were missing. Yeah, we could definitely talk about that and hopefully maybe bump you up a little bit.
9:30:58 AM	TR	Let's see what the numbers are that we're missing and decide. You know, because I always balance it, do we have to keep them overtime in order to get \$4,000 worth of credit? Or, are they already working? And some of it is a little not obtainable. So, it's all about what are we missing and can we help you help them. Or is it just not worth it?
9:31:15 AM	Ali	Right. And we would be happy to, you know, talk with Robin and we can talk with you guys and then let you know. And see what's coming out this year too. Because they are tweaked each year, depending on loss runs and where we're seeing the losses. Usually, the last few years it has been.
9:31:31 AM	TR	I know a commissioner that doesn't do the driving thing. So, if I know I'm part of the problem I can help be part of the solution. If it's worth \$25 or \$30 I am not going to waste my time dealing with it. But if it's worth 3 or \$400 dollars it's like hey, I think I could encourage everybody to go do it, right? So, what can we do to help?
9:31:53 AM	SL	Just get into drive school. (Laughter).
9:31:56 AM	TR	Or, just don't let me drive your car, right? (Laughter).
9:31:57 AM	Ali	So, no, and we appreciate that. So, yes, and that's why it is, it's nothing mandatory, it is just a way to bring a credit back out to the county. Because we know it is difficult sometimes to get, you know, buy-in of the other elected officials and so forth too, it just depends on the relationships.
9:32:16 AM	SL	So, you are going to get us a list of things that we can do? Is that what you are going to do? I've not seen it.
9:32:20 AM	TR	And Robin has it.
9:32:23 AM	RK	We should be getting the new one here soon, shouldn't we?
9:32:26 AM	Ali	Yes, Frank is hopefully getting that out tomorrow or the beginning of next week. With Jim gone, it's, he's been a heavy lift here. So, trying to get everything around. So, yes, we will be bringing that out. And maybe that's something then we can, you know, when you receive that we can look at it. Because we are happy to help too if there's something we can come out and do for you. We would be happy to do that, too.
9:32:45 AM	TR	Thank you
9:32:48 AM	Ali	I am sure Russ would be happy to help too.
9:32:56 AM	Russ	Hmm uhm.
9:32:59 AM	Ali	So, another thing, just because of, you asked if you left anything on the table or if there's other things we could apply for, I'm going to jump down to the

		reimbursement program. So, there's the cyber reimbursement program of \$5,500 this year. Anything IT related that you have done, or even if it's your phishing software if you do that year after year, you can submit that every year. All you have to do is just send us your paid, you know, your invoice and show your paid voucher and we can return the \$5,500 back to the county. And that was not submitted last year.
9:33:39 AM	RK/VH	We just got a check like two weeks ago. VH: Yeah, we just got, two weeks ago, yep.
9:33:46 AM	Ali/RK	So, then that would be this year's. RK: That's this year's? Okay. So, that would be, so, you're good there.
9:33:52 AM	TR	But we need to put that on a list so that we don't miss that. For 5500 bucks we've got to send an invoice, right?
9:34:04 AM	Ali	And again, it's anything. TR: We have to figure out where the reminder is of that. Ali: Yeah, so we just don't want to, we want to make sure. Last year was a little light so we don't know if things just, it happens in ebbs and flows, so we don't know, you know. And not just Williams County, I mean program wide. So, we are kinda trying to remind people. Because I think it is something that just isn't at the forefront sometimes.
9:34:22 AM	SL	Do we do the GPS vehicle monitoring? Do we participate in that?
9:34:30 AM	TR	We don't world-wide. Like, the senior center doesn't have GPS monitors for sure. The sheriff's deputies, and we think the EMS units do, right?
9:34:52 AM	Comm	BW: Yes. TR: On something different. But only this year we just started that recently. But, when you look at, if you want all of your other vehicles, and I don't know how many vehicles you have to participate in order to get that. Do they want? BW: All 148? SL: 148?
9:34:53 AM	Ali	No, no. I mean, if you, even with the vehicles that you are using it, if it's, you know, \$5,500 worth then I would turn that in.
9:35:02 AM	Russ	So, you are already receiving thought the 5,500. It's not per one of these things. It's 5,500, you send your invoice.
9:35:09 AM	Ali	It's for the whole, yeah. So, you've already it this year. You're right, yet.
9:35:12 AM	TR	It is not 5,500 per thing?
9:35:18 AM	Russ/Ali	Per thing, right, yeah. One thing that's on the right-hand column, I don't know if that 5,500 applies to over on the right hand as well? Ali: No, that's separate. Russ: That's separate, right? So, I know the sheriff's department uses a drone. That just caught my eye. So that is an area we can look at. And I am also curious, I know that there is an indoor shooting range that's developing here in Bryan. And they work with, I believe the Sheriff's department, local police departments, etc. to give them what they need in terms of, I don't know if it's OPATA certified, etc. But that is another possibility for us this upcoming year if the sheriff's department wants to look at membership or how they work with

		that. But that might be a nice way to keep that money here local, but also receive the credit from CORSA for doing it.
9:35:59 AM	Ali	And on the law enforcement pieces, there's not just a flat sum. But I can tell you each item has a different monetary value that you can apply for. And, our loss control for law enforcement, yeah, loss control for law enforcement, they will come out and talk to the sheriff specifically and go over these items. So, but we like to make sure that the commissioners know too.
9:36:29 AM	TR	And I would think when you come out Vond would probably want to sit through that with him, wouldn't you Vond?
9:36:38 AM	VH/TR	Mm hmm. TR: I mean that makes sense. VH: It does, yeah, some, what can IT do to help with that, because it's an IT/Sheriff type thing usually.
9:36:41 AM	Ali/VH	Yeah, I'll let, it's Steve Flory. So, I'll let him know. I will have Steve message you. VH: Okay, yep.
9:36:50 AM	Russ	Some of that stuff I would say, also, directly goes back to the middle of the page. I mean, Jeremy, I can't say enough good things about what he's done in the, in the cyber side. You're the adopters on certain technology. You know, has helped us land as Williams County in the top tier in terms of the cyber coverage available. We've got the 2 million. You are doing all the MFA, all the other stuff that we're asking, and what's necessary to keep the county's highly valuable information on the dark web safe. We appreciate that.
9:37:15 AM	TR	You know the stupid little dongles that we use? That's called MFA that we hate? It's saving us money on the premium. Instead of chewing Jeremy's butt out, we need to say thank you. Because we hate them.
9:37:27 AM	Russ	Yes, I understand.
9:37:31 AM	Ali/TR	And you're in an elite group, let's say. Most of our members are at that tier 2. TR: Thank you for recognizing that. We appreciate you letting us know that. That's helps us support him.
9:37:38 AM	Russ	Yes, it is important.
9:37:43 AM	Ali	And again, this just pertains to the ransomware. So, if you, a ransom or extortion claim. That would be your limit, and you know, third-party breach and stuff like that would be at the 2 mills. This is a conversation we laid out because you guys are at the 2 mill anyway. So, we have been letting people know that it is a different piece. We have been talking MFA for the last few years, saying hey, you guys, you know, our members really probably need to implement this. We, as a pool with our carrier we've been able to kind of go with the flow a little bit, but as Russ can tell you, the commercial carriers for cyber, I mean, if Russ went out to shop, that would be the first thing they would, they would want that box checked that you have MFA. Otherwise, they probably wouldn't even look at you.
9:38:35 AM	Russ	It is hard to get coverage without it.

9:38:41 AM	Ali	Yeah. So, this year we kinda got our feet held to the fire that okay, our carrier is like nope, we need to do something here. They were looking at an all or nothing, but as you guys know we have some smaller counties that, you know, it's a resource that maybe they don't have to implement, and, not implement, but to be at that top tier. At least have something implemented.
9:39:01 AM	TR	Well, and as we talk about that, we've talked a little bit about how can we partner with our villages. And we offered some training for the villages. It was pretty well attended. Jeremy put on and it was pretty well attended. And we keep saying that as good as we are in that division, maybe we should offer that as a service to some of those smaller villages that might want it. So, as you're out talking to folks, especially Russ, you're in the community. So, as you're talking to them, if there's anybody that needs that I think, I don't know if we're ready yet, but we're close. I mean, we are gonna have to help partner with our communities. You know, townships are kind of covered through their, through their, they seem to get the computers handed to them. That they are pretty safe, I think. But, the villages really, it's a big lift. And to have an IT staff on staff, I mean, so then you're doing third parties and, yeah.
9:39:46 AM	Ali	So, that is great that you are willing to help out. I was just at another, well, up here at Henry County the other day and they are trying to look, it's kind of the same thing, like, okay, because they know that the villages and so forth are struggling with that too. So, yeah, kudos to you guys. This was a great conversation actually, because you guys are right there at the top tier, so, like, okay. I am trying to see if there's anything else in my notes, we went over the reimbursement piece and actually, not. You guys are doing well. Your loss ratios are, I shouldn't talk, but your loss ratios are really looking good. (All talking).
9:40:32 AM	Russ	Let's not.
9:40:35 AM	BW	This year may be a whole different game when we have this conversation next year.
9:40:36 AM	Ali	Yeah, but hopefully, I mean, you're really, so I think even with, you know.
9:40:44 AM	TR	I think we need to evaluate this hail damage on some of these vehicles. Because there's some vehicles out there that shouldn't be fixed. And we should probably negotiate, if it's a negotiate able fact that, you know, pay us some money if you want to, but instead of killing you guys over some dents in the top of a car that's got 100,000 miles on it, who gives a? You know, total it and finish driving it for another 50,000 or something. But I've been thinking I need to engage in this. And I haven't, so, who do we talk to about that? Have any of you guys, have you guys looked at the senior center vehicles? Because that's the one I'm really referring to. They've got a bunch of garbage for vehicles. And if there's a dent in the roof or a, I don't know that I care. You know, Current Office Solutions has the white vehicles with some dents in them and I didn't bother calling you because one, I don't want to affect my rates. I don't

		want it to affect yours. And it just isn't, it's some dents. It's not like their garbage and they're not brand-new vehicles.
9:41:33 AM	Russ	Yeah, we can, I'll have a conversation with the adjuster.
9:41:37 AM	RK	I talked to Kurt actually about that, too.
9:41:44 AM	TR/RK	Okay, you're kind of working with that? RK: Yeah, he's our adjuster on this.
9:41:45 AM	Russ	Okay, so we will consider mileage and general overall health of the vehicle before we.
9:41:50 AM	RK	We are actually trying to coordinate some dates for the adjuster to come out here on site so we can get.
9:42:00 AM	TR	Put me on the loop on those dates. If I'm in town I would like to just come and help work with that, as long as these guys are alright with that. That, you know, let's try to bring some.
9:42:05 AM	SL/TR	Yeah, I was actually thinking the same thing when I saw you guys were gonna be here. It's like do we really need to do, I looked at Gene's top, and I mean, from the ground you'd have to get up on a ladder. TR: You've gotta have a ladder to look at it, right? SL: You couldn't even see it and if it's an old top like that, do we really want to?
9:42:22 AM	BW	The other one is the Sheriff's trailer. It's got some dents down the side, but does it need to be repaired? It can be used as it is.
9:42:29 AM	Russ/TR	Russ: Well, we can evaluate all those. TR: We want to be recognized as good partners for our insurance and that is back to that
9:42:35 AM	Ali	And I appreciate that.
9:42:39 AM	TR	When something really needs fixed you guys always step up. And some of this we may ask, yeah, this is a newer vehicle and it looks really bad. You know, the black sheriff's vehicles might be an issue, because black shows a dent. And we've got some newer ones of those.
9:42:51 AM	SL	So, you guys do the fairgrounds too? There's a claim up there. That, I mean, I was up there, I've been to three functions in there now and I can't see anything wrong with the floor. I don't know where you guys are with all that.
9:43:06 AM	TR	We fixed it. We paid the bill.
9:43:10 AM	RK/SL/TR	No, the floor, they are trying to find another estimate. Somebody to do another estimate. SL: I mean it was like \$55,000. TR: They paid off, we
9:43:16 AM	RK/TR	Well, on part of it. TR: Oh, okay, so we're still working on it. RK: Not on the floor part.
9:43:29 AM	TR/Ali/Russ/RK	TR: Okay, we're still working on that, okay. Ali: I'm not in the loop on that one. (Laughter – several talking). Russ: I keep looking left and right. TR: I thought there was a check for it. We deposited a check for something pretty big. RK: Yeah, we paid.

9:43:33 AM	SL/TR	Well, they, there was TR: The clean up
9:43:38 AM	SL	The clean-up and then, they had to, you know, re-do the air conditioner vents and all that stuff. And probably get new fire extinguishers. Whatever, it was minimal, wasn't it? What was the clean-up? \$15,000?
9:43:50 AM	RK	It wasn't even that much I don't think. I can double check and let you know,
9:43:56 AM	SL/TR	But the floor, they're saying, you know, they want to grind the whole thing. TR: Okay. SL: You should go up there and take a look at it because.
9:44:04 AM	TR	I looked at it when it was still dirty, so, I hadn't looked at it after they, yeah.
9:44:08 AM	Ali	And I do, I appreciate you being mindful of all that, and yeah, you know.
9:44:15 AM	Russ	Yeah, I think it's common sense. I mean, you know, if it's vehicles with a couple hundred miles on it, it doesn't look that great anyways, you know we can probably live with some dents. That's fair. Any other questions or anything else that comes to mind?
9:44:30 AM	Ali	So, now you guys.
9:44:31 AM	SL/VH/RK	Do we have a deductible? What is our deductible? VH: \$2,500? RK: Is it \$2,500?
9:44:37 AM	Ali	\$2,500 on autos and then \$5,000.
9:44:40 AM	SL	Does that cover all the autos or each auto?
9:44:43 AM	Russ	Each auto.
9:44:47 AM	SL	So, each auto has a \$2,500 deductible?
9:44:49 AM	Ali	And then we bumped everybody to \$5,000 per diem last year.
9:44:54 AM	BW/Ali	I have a quick question, Ali. The renewal for 2026, is that the, the 315, has that already deducted the \$36,000 from it? Ali: Yes. That's your net. BW: Alright.
9:45:02 AM	Russ	And we talked about this last year as well Scott, like, you know, like in a private business, I mean Terry and I go through the list annually of like here's all the vehicles, they're getting older, maybe we should take physical damage off, etc. But, the average rate across every vehicle in the county is \$380 per unit and that's liability and physical damage on it. So, looking down through it there's not a lot of, if we came up with a list of older vehicles, there's not a lot of premium there to car value.
9:45:28 AM	SL	Why is mine so high? (Laughter). Russ: Because you're not a county.
9:45:31 AM	TR	Yeah, why is mine so high, too? Russ: Because you're not in a pool.
9:45:35 AM	SL	My rate is (inaudible – laughter). I can only drive one at a time you know. (Laughter).
9:45:40 AM	Ali	Well, that's why, somebody the other day were like, you know, in the commercial world even just your autos, you would not get it for \$350,000 with everything else put in there. Being part of the pool is still the best way to go.

9:45:56 AM	Russ	We appreciate it as always. I mean, you guys are great in terms of reporting claims, if you have questions, Robin and Anne are always easy to work with, ask questions and get the answers. So, we appreciate it and hope it continues.
9:46:10 AM	SL/TR	Did we have any buildings that were, did we look at all of ours? I know Gene went up (inaudible) building damage, right? TR: On the hail?
9:46:17 AM	RK	I haven't gotten anything on any buildings so far.
9:46:22 AM	SL	I know Gene reported to us that he went and checked a couple things, but I don't know. Somebody else at the north building said that they looked at the air conditioners when they were on the roof and they said we had some smashed-up evaporator coils. So, I don't know, we should probably take a look at that.
9:46:39 AM	Russ	Please do, yeah.
9:46:48 AM	RECESS	SL: We are in Recess.
10:31:15 AM	SL/Tom L	All right we are back in session and we are here to look at the Maumee Valley Planning project. We had a mistake with the bid time and we got an extra one in. Tom: Mr. Lirot, could I interject here before you get started?
10:31:40 AM	AR	Could you state your name please?
10:31:40 AM	Tom Lingvai	My name is Tom Lingvai. I'm with Bryan Excavating. First of all, I guess, why I'm here is to express an objection to considering the bid. Now, the date and time was in the original advertisement, the bid was clearly stated. It was changed by Addendum 2, which went to April 21 st at 10:30. Looking at Addendum 3, which was the final addendum that was put out, there is a clerical error in terms of the date on it, but it is not a change in terms of the scope or body of the work or any of the technical elements of the bid. Now, in the specification, in all specifications contained in this, they named the date and time of the bid letting. And clearly state that any bid received after that time shall be returned to the owner unopened. So, I think it is really inappropriate and you really are opening up a whole other can of worms in opening this bid.
10:32:59 AM	TR	Can we see that actual document? The, Tom, I figured it happened. Because I'm going to be honest, I haven't read it. I was told one thing. I want to see what, what this gentleman seen and what you're reading.
10:33:17 AM	Tom	That, I believe you're on page, Addendum 3?
10:33:20 AM	TR	Addendum 3. Bid date 2:00 p.m. Tuesday, April 21 st at 2:00 p.m. This Addendum 3 says that the bid date is 2:00 p.m. Tuesday, April 21 st . So, where are you saying that you're saying that it clearly states?
10:33:34 AM	Tom	Go to Addendum.
10:33:39 AM	Jerry	Go to the previous Addendum.

10:33:41 AM	TR	Right. When you go to 2, it says that bid time 10:30, right? So, which Addendum takes precedence? Should we have opened them at 2:00 or at 10:30?
10:33:49 AM	Tom/TR	The body of the. TR: Thank God Dennis Miller's here. Tom: The body of the.
10:33:51 AM	Dennis	The subject of Addendum 3 wasn't the date and time of the bid opening. It was another technical aspect of the project. So, it really wasn't, that's why Tom says it's a clerical error, which it was. We wouldn't have even needed to state the date and time of the bid opening on the 3 rd Addendum, because that wasn't the subject of the Addendum. That was just something, it was just a standard boiler plate document that used for the purpose of the, for the bidding and we wouldn't have needed to have that in there. So, on Addendum 2 they did sign and date and acknowledge and the subject Addendum 2 was the change in date and time.
10:34:46 AM	BW	Clearly stated that that's what number 2 was. It was the change in time back to 10:30.
10:34:53 AM	Tom	The, and just talking from the standpoint of a contractor bidding, from time to time there are all kinds of clerical errors that occur. As it pertains to an Addendum, you know, you got your header which is what they're referring to, is the fact it was, it was set at 2:00 in the 3 rd Addendum. That's irrelevant. It's, the second, or the first full sentence of the Addendum speaks to what the Addendum is about. And Addendum 3 does not speak to changing the time of the public bid letting. It only speaks to adjustment of quantities and things of that nature. Addendum 2 is the Addendum that changed the date and didn't change time, but it restated the time. And it's in the body of the Addendum and what the purpose of the Addendum is for. Now, from the standpoint of a contractor, it is incumbent on the contractor to ask the questions if there's something that becomes ambiguous to them, or confusing to them, to get clarity. Because when the project was originally come out, there was a little bit of confusion because they did have, I think a time and a date, or a date or a time, one of the two. And I picked up on that originally and that was the first question I asked. I said, what date is this and that might have been what precipitated the 2 nd Addendum, was to clarify that. But there was some ambiguity. Now that is the responsibility of the contractor.
10:36:34 AM	SL	So, it started out at 2:00 and then it went to 2:30 and then it went back to 2:00?
10:36:41 AM	BW	10:30.
10:36:42 AM	SL	10:30, yeah.
10:36:43 AM	Tom	It didn't go back to 2:00.
10:36:47 AM	SL/Tom	Right. Tom: It's a clerical. SL: I mean, I mean on their, on the letter that they would have received, it kept bouncing around. I think I would have called and said hey, what time is this?

10:36:53 AM	Tom	Well, and that's the whole point. I mean there are, there is, and I can only speak for myself. When we find irregularities or something that is contradictory, different parts of the specification, you know, I know Jerry when he is calling, he is wearing engineers out answering these questions. Because we want clarity. But I go back to the fundamental point of all public bidding. The bids are to be received by a certain time. Anything received after that is to be returned to the owner unopened. And you get into a whole other realm of problems when you go past that.
10:37:36 AM	TR	Dennis Miller, what is your recommendation?
10:37:43 AM	Dennis	I think we shouldn't open it, but.
10:37:48 AM	SL	You say you shouldn't?
10:37:49 AM	Dennis	Right. And, because if we do, I think Tom would have a claim that we didn't follow the standard procedure for instruction in the bid book and the Revised Code regarding the opening of a bid that came in after the date and time.
10:38:15 AM	SL	It came in the same date at a different time.
10:38:18 AM	Dennis	Different time, right.
10:38:24 AM	Tom	Everybody has been to a bid letting where somebody walked in late. I mean, I've seen them already where it's just a couple minutes late, and they would not open the bid.
10:38:30 AM	SL	I would understand that.
10:38:33 AM	TR	Two minutes late I would say no way. This is hard.
10:38:36 AM	SL	Because they received the notification.
10:38:38 AM	Tom	And you know, I can empathize with, you know, Salenbein's position or point is that you know, it is confusion. And I don't disagree. It does create confusion. But it's, it's, as a contractor it is our responsibility to answer the, you know, get answers to the confusion. It's human nature. Everybody's gonna make mistakes.
10:38:57 AM	Dennis	But, there's.
10:39:00 AM	SL	Yeah, why did you get here at 10:30?
10:39:03 AM	Tom	Yeah, well that would, and you know I thought about that. You know what, the commissioners knew the bid letting was at 10:30.
10:39:07 AM	TR	There was two bids here, two bidders here at 10:30, right.
10:39:15 AM	Tom/TR/BW	There were two bidders here at 10:30. TR: Was there two? BW: Yeah, two bids. TR: Two different ones were here on premises at 10:30. Tom: So obviously, or three parties, two contractors and the commissioners, you guys, we all.
10:39:16 AM	SL	It was on our agenda.

10:39:18 AM	Tom	Knew that it was a 10:30 bid letting.
10:39:28 AM	Dennis/Tom	I think as commissioners you have the, I think it is stated you can waive informalities in the bid. I mean that's, that is the only thing that gives us any hope of opening the bid is that you have the authority to waive that. Tom: I would disagree with that.
10:39:49 AM	VH	They have the right to reject all bids and re-bid it, too.
10:39:56 AM	SL	Yeah, but that's not. TR: That's not fair to, I hate that (inaudible – all talking at once).
10:39:59 AM	VH	I'm just saying that is the code, if we're going to follow the code, that's an option as well.
10:40:04 AM	Tom/SL	That opens another can of worms. SL: Does it say why you can re-bid it?
10:40:09 AM	VH	No, you don't have to. It's at your discretion.
10:40:11 AM	SL	They don't have?
10:40:13 AM	VH	You can reject all bids and re-bid it if you choose.
10:40:15 AM	BW	So, we haven't accepted any bids and we've not entered into any contract with any contractor, correct?
10:40:19 AM	VH	You just opened the two so far.
10:40:23 AM	TR	We could open the third one. And even its lower we could reject it. It's an option.
10:40:28 AM	VH	It is an option.
10:40:30 AM	TR/Tom	That's what Vond says we could do. And that's what we were prepared to do until Tom showed up, which I appreciate his input there too. Tom: What a wonderful day to be a commissioner.
10:40:39 AM	BW	I would rather, I would rather see us as a body not open and reject it rather than open it and then reject it if that's plan before you open it. Now you've got a preconceived what you are gonna do with it, and that's not fair to anybody.
10:40:50 AM	SL	It would be real nice if we could open it and know that it.
10:40:56 AM	BW	It doesn't matter. That's immaterial what the number is at this point. To me.
10:40:57 AM	Dennis	Is there any possibility that the, when the bids were opened at 10:30 that that information could have been available for someone to see, to see what the bid was?
10:41:13 AM	AR	Not from our perspective.
10:41:27 AM	BW/AR	That's 2 and a half hours later. You never know. AR: Not from our perspective. Nothing was put out.
10:41:43 AM	SL	Not from their perspective either?

10:41:44 AM	BW	But anybody could have walked out of here and made a phone call that was here live. We don't have control of that. We didn't have anybody on Zoom so we didn't have that. Is that something, do we need, do we need to consult our prosecutor?
10:41:49 AM	VH	I did.
10:41:50 AM	BW	Okay. And her comment is?
10:41:53 AM	VH	Schedule and open it at 10:30 today and then you know. And then you react based on that.
10:42:22 AM	TR/Motion	I am going to make a Motion to go on Dennis Miller's recommendation to not accept this bid. Due to the ability to, Dennis, what was that statement you said?
10:42:34 AM	BW	Inaccuracies in the?
10:42:36 AM	Dennis	Personally, I think Addendum 2 is clear that the date and time to be opened was the 21 st at 10:30.
10:42:46 AM	TR	And Tom brings a compelling fact that it was, if two of them showed up and one didn't, that person should have made the phone call. And I feel horrible. I think it sucks.
10:42:56 AM	Tom	It does. I empathize with them.
10:43:00 AM	TR/Tom	Right. It's absolutely horrible, but that is my motion. Tom: You'd be hard pressed to find a contractor that hasn't experienced that problem.
10:43:04 AM	SL	And it was clearly on our agenda at 10:30. So, they could of reached out to our, somebody and said hey, this is confusing. What's the date of that?
10:43:18 AM	BW	4/16. So, it was.
10:43:21 AM	SL/Second	I will Second that Terry.
10:43:26 AM	BW/TR	What, what date did this, the 3 rd Addendum go out? Do you know? Do you have that? It doesn't say on here any date. TR: The expert has it.
10:43:36 AM	Jerry/BW	It should be up there at the top part. BW: No, because that's the wrong date. That's the. Jerry: Date of Addendum, April 16 th .
10:43:50 AM	BW	Oh, I'm sorry. I thought that was the date we did the bid. Okay, and we let them, so they had plenty, I mean, five days' notice basically, right? We did this on the 21 st .
10:43:58 AM	Dennis	Yeah. I believe we're only required to have 72 hours' notice.
10:44:04 AM	BW/TR	And I am assuming that was done by email? To the contractors? As well as, okay. TR: Are you ready to call for a vote Bart? BW: Have we had a second on it? TR: Yeah, Scott seconded it.
10:44:13 AM	AR	We have a second.
10:44:18 AM	Roll Call	TR: Yes; BW: Yes; SL: Yes; Motion Carried.

10:44:34 AM	SL/Comm	You guys have anything else? TR: I'm good. SL: Bart? BW: I'm good, thank you.
10:44:37 AM	RECESS	SL: We stand in Recess.
11:02:29 AM	SL	Okay. We are back in session and we've got our county engineer here and he is gonna give us all the rainbows and butterflies about lake Bona Vesta.
11:02:46 AM	Todd	Well, first I apologize. I had put 11:00 on my phone calendar and Anne had scheduled me for 10:00. So, I just missed it. Anyways, we were going to talk about Bona Vesta. And we, we did submit to, for the capital budget and then we also submitted for H2Ohio funds. And sent both those in. We received, so, we were talking about an agreement, to try to get something for the landowners to sign, as an agreement that they're willing to trade. And I will show you this, one has, it's in a draft mode so I am trying to be careful what I hand you, but one shows the aerial, one doesn't. But you can, you can see, you can see from this that we have to do this land swap to make it happen. So, we need to have an agreement saying that they're will to do the land swap to make it happen to get it started.
11:04:14 AM	BW	Two different owners, correct?
11:04:18 AM	Todd	Two different owners. We need part of this owner's property, along with part of this owner's property, to make it work. So, we're working on this agreement. And I've had conversation with John Shaffer and he sent something our way. We didn't prefer it. So, we're getting ready to send something back to him. And I would say probably by tomorrow. And we will send it to Katie at the same time. Because we took some stuff out that she may want to put back in. We added some stuff that he may want out. It has been difficult to put it together, because it's the chicken or the egg. You know, we don't want to do the exchange until we know we have the funding. But we've got to try to apply for funding not owing the land.
11:05:13 AM	BW	Can you do it with an option?
11:05:17 AM	Todd	That's kind of what this is. It's, here's what everybody needs to do in the end. I need everybody to sign this, including you guys, saying everybody agrees to this and now, you know, we pursue that funding.
11:05:32 AM	SL	Do you have the same thing?
11:05:35 AM	Todd	Yeah. So that's going to be the exhibit that we're gonna have with this agreement to make sure everybody understands what's going on.
11:05:43 AM	BW	Is that road that goes through there? Is that already proposed on there?
11:05:49 AM	Todd	It's already platted.
11:05:54 AM	BW	Okay. It's already platted? Todd: It's already platted. BW: Is that going to be necessary to have that street or not? Just leave it there (inaudible).
11:05:56 AM	Todd	Well, the benefit of it being platted is that the drive to access this facility you can come in off of 15.

11:06:03 AM	BW	Okay. Because you are a limited access highway. They will not allow you access off of 15 from 127.
11:06:10 AM	Todd	And we don't feel as though anybody back here is going to want movements through here. Now do you want to leave it available for the future if somebody wants to develop this? You know, maybe we do that but I don't think they want people pulling in right there to park necessarily.
11:06:31 AM	SL	So, that's kind of a park. Where will they be parking?
11:06:34 AM	Todd	So, what we have, what we're gonna propose in the drawings is parking here. You know, maybe a little way away from these houses. So, they'll come in here and the parking will be here and the trail then will go up and around. Long term the trail could actually come over here and come down through. Whatever you want it to be. But, coming in off of 15.
11:07:06 AM	SL	So, there's no drive there now, right? That's just grass?
11:07:07 AM	Todd	No, that's just grass. So, part of the application is to put that drive in. So, that's, that's where this is at. We've got to get it sent in. It's just been difficult. And we pick it up and we set it down. You pick it back up again and, you know, it's really, just trying to get our heads into it as to how it needs to be done and the sequence of events. There's some concern over some of this is tiled and some of it's not tiled and how do you offset those costs. Things like that. The next part to this then is going to be who, how is it going to happen? Who's in charge of it? You know, do we want to bring Soil & Water into the picture for a partnership? Drainage. Is it a petition? Is it a petition afterwards? You know, how is it going to be maintained in the future. Those kinds of discussions are going to need to follow. Brian's here, you know, to talk a little bit if you want to about the watershed and petition. My personal opinion is if you want to do it that way petition after.
11:08:40 AM	BW	Are we really to that point yet?
11:08:44 AM	Todd	Because, because then it is billed and the cost has already been taken care of. And, that seemed to be the big battle with the first phase of Bona Vesta is how are we going to do it and who's going to pay what? The farmer is sitting over here not wanting to pay because they built their house in a waterway. I don't blame them. They're not really wanting to pay because the water is coming off the farm field. That was a, always a discussion. So, I think what we need to do is try to get it built without that cost and then worry more, the petition would be for maintenance of it, not for building it.
11:09:16 AM	TR	And it would be very small. Right? Maintaining this isn't gonna be a big number.
11:09:24 AM	Todd	No. Mowing is going to be.
11:09:27 AM	TR	The big number will be if you don't maintain it and then in 50 years you've gotta clean up the mess you created.
11:09:30 AM	Todd	Yes.

11:09:31 AM	SL	So, do you put it in the park system?
11:09:36 AM	Todd	It could be in the park system. It could be a joint venture, you know, with Soil & Water. Personally, what I would like to see, I was, I'm gonna sidetrack a little bit. So, we applied for a comprehensive study to be done for the 50,000 through the Department of Agriculture. I have been asking where we're at. Some other communities have already heard back. We have not, which isn't a good sign. But I would still, I'm gonna come back to you once we move forward with that. Because I would like to see the county have a conservancy. A Williams County Conservancy. And this is, you know, this is a good example. You know, could you get donation and add to this by putting it into a conservancy so people are assured it is gonna be taken care of. So, you know, who is gonna maintain it kind of bring that into question and I sidetracked, sorry. But yeah, it could be parks, it could be maintenance. Part of it could be taken care of under maintenance and parks the rest of it and things like that.
11:10:53 AM	Brian	Yeah, we kinda talked. The actual function of the pond was for keeping the, reducing the flooding on Bona Vesta and that would be maintenance. The trails and anything that was built on top of that would be parks then. Similar to the retention out to Ditch 40. Similar to that.
11:11:22 AM	SL	Bu the parks aren't part of that, is it?
11:11:25 AM	Brian	No, no, that's between the city and, but there's a part that is maintained through permanent maintenance and a part that's maintained by the city. So, they're (inaudible) partnership.
11:11:39 AM	Todd	So, the, if, let's say we get the agreement signed by everybody, there may be some costs. And we talked a little bit about it, you know, whether it be appraisal costs or soil boring costs. But there may be some initial costs. With no guarantee of payment back. But we will try to minimize that if and when we get to that next point. You know, after that then is going to be the funding. Pursuing funding and waiting for the funding.
11:12:16 AM	BW	When do you think you will hear back on that capital? One of the issues, when we did our elevator with that, I think we heard in June?
11:12:25 AM	VH	June usually.
11:12:26 AM	BW	We had to have it in by April and we heard back, it was a fairly quick turnaround that they awarded them.
11:12:33 AM	TR	So, just to revert back to how Ditch 40 works, I know there was a pretty big stink about the pavement around Ditch 40 got paid for by the farmers. And this is where I am hoping we set this one up differently. And just make clarity is, is we are not expecting the farmers to maintain a walking path around the top of it like they got dinged with on Ditch 40. I think that was just not right. I thought I had a handshake agreement that I didn't. And as we set this new one up the farmers would truly be affected and the watershed would truly be affected with what's watershed. And the parks would be burdened with the

		park stuff. And I think that Ditch 40 is not good personally. But it is what it is and we didn't design it. It's just the way it is.
11:13:13 AM	Todd	No, I agree. I think the recreational part of this is separate from the storm management.
11:13:30 AM	Todd	That is really it for that. You know, we need to get through this next step which is getting this in and the balls in our court on that one.
11:13:47 AM	BW	You are also suggesting that if we don't get this \$50,000 grant, which won't cover what we're doing anyways, that is something we still should consider moving forward with as a county (inaudible) plan?
11:13:56 AM	Todd	Yeah. So, there's a couple reasons for it. One is I would like to see; I would like to see a conservancy started, initiated through that. The other thing is bringing Regional Planning Commission in and trying to generate some, I have to be careful because I don't like using the word control. Nobody likes to hear that they're being controlled, but, you know, you hear all the conversation about data centers and solar fields and things of that nature. I don't know, I don't know that you can truly eliminate those things, but we should at least be in a position to manage those things. And if we don't get together and have a comprehensive plan and a Regional Planning Commission plan, we are not going to be able to manage them. So, whether it be in our building permit process, some storm regulations for development. You know, nobody wants to be zoned. They don't want zoning until they want it. But I think we can pursue some type of control over development that is beneficial to everybody. You know, I had somebody that called me the other day. They don't like what's being proposed around them because of the storm water. Now they built and the storm water wasn't an issue. But somebody else is now building and the storm water is an issue. So, you get it into play and then it's the same for everybody.
11:15:38 AM	BW	Consistency across the county.
11:15:40 AM	TR	Well and we learned that through Montpelier Solar. When they came in there and they didn't put the fence in we wanted. We had no teeth, right? And had that to do over again, I would have handled that whole contract differently and had it much more spelled out instead of oh yeah, yeah, yeah, yeah, yeah and then at the end of the day. And it's fine. I'm not, I'm done complaining. But during the process I was pretty revved up about. And I still probably ask for trees. It wouldn't hurt their project at all to plant a row of trees around that ugly thing and then nobody would really see it for a few months out of the year. And I think it would have just helped our community better. And the neighborhood.
11:16:14 AM	SL	And they would have had to rent more land to do that, right?
11:16:20 AM	TR	And had to do a little more land which they would have been fine. And I think they would have done it while we were signing a piece of paper that, so, we need to negotiate better, right?

11:16:25 AM	Todd	And it's, it's, that's gonna take some time to figure out in the conversation. Because if we're going to do that, there's gonna have to be some submittals for development. You know, we really, we didn't have anything in place to make them submit drawings to our office other than conversation and they did. Same thing with Love's. Same thing with Pilot.
11:16:50 AM	TR	And they're almost disappointed. Loves and Pilot was disappointed we didn't have some rules to follow. It's like okay, here's our rules, will you sign them so that, we'll follow what we want to do. Which was fine, but they were shocked that we didn't have one bit of things for them to do.
11:17:04 AM	SL	Is it any different with the other one going in up there?
11:17:09 AM	Todd	It will be, it's the same thing. As of right now we really have no regulation.
11:17:14 AM	SL	I was at that township meeting when they were talking about that one. And they said, you now, we don't have anything. And the guy on the phone from the company, he was like really?
11:17:22 AM	TR	Same story, different day. I sat through that same meeting Scott, but about two years ago.
11:17:28 AM	SL	So, is that something we can do through regional planning?
11:17:33 AM	Todd	Well, I think that's why I think we have this plan to move forward. And we may find out that we're limited by law on what we can do. But we'll find out. And I think we need to bring it in if we can. What's going to happen though is who's gonna manage it? Who's gonna enforce it? And who's gonna look at it and things of that nature. You know, so, there's gonna be some fees associated with that. You know, just like right now we don't have a permit fee for right-of-way permits. And Ron is out there 24/7 right now.
11:18:09 AM	VH	And when he's not out there he's dropping them off here.
11:18:11 AM	BW	And I had a call like you, where everybody's complaining about them working. They're working in my working in my front yard. Well, your front yard, you're in the right-of-way. You may be mowing and maintaining it, but it's still a right-of-way and we have the right to do what we need to do in it. Well, but I was at a meeting with the Regional Growth Partners that they put on, and they talked about again, with that plan, you may not be able to say you don't want them, but at least you can design it and lay it out to a kind that you do want. I don't want the big mega site, but I would do some alternatives and some smaller site, you know, where you limit to building size, or you know, again, we control it. Whatever.
11:18:48 AM	Todd	Yeah. We really need to prepare ourselves to manage it. Again, I don't like to use the word control it, but control of it. Manage it or control it. That's how we need to prepare for it, not necessarily saying you can't do it.
11:19:04 AM	BW	Between the commissioners, the engineer's department and the Regional Planning Commission. Probably maybe even WEDCO. And incorporate that as far as, you know, somehow.

11:19:14 AM	TR	Yeah.
11:19:16 AM	BW	Put it together and I think we need to get started on that sooner than later.
11:19:19 AM	Todd	So, if we don't get the funding, that was going to be the comprehensive plan. I thought that was a great start. Would have been a great start to this. Regional Planning Commission does have some funding. You know, we've been collecting fees for a long time. And that could be used to bring in somebody to get the process started.
11:19:40 AM	TR	Is there any way we can use your office to, and fund your office to do this planning? Even if you had to hire an intern for the summer or something? Because I think you have the, do you have the expertise in your office just to write it and be done with it, or do we truly need to bring an outside group in?
11:19:57 AM	Todd	Again, it is like doing this contract. We are working on it. It's actually gonna be a pretty good contract, or agreement. It's just we pick it up, we put it down. You know it's time, having the time. So, I would like to at least have some assistance. I think we're crazy if we just let somebody else write it and then hand it to us.
11:20:20 AM	BW	Some intern that is studying, you know, regional planning or community development or whatever, may be a good source. Maybe it is something we should consider.
11:20:33 AM	Todd	Yeah. We can help. We can at least.
11:20:36 AM	TR	But can you pull down any funding for that? You know, that's what I'm, you guys do an awful lot for free. Thank you. Or for, you know, it's part of your job. But it is, but it isn't. I mean, your office does a lot. (Several talking).
11:20:48 AM	Todd	We all try to help each other.
11:20:50 AM	TR	Right. But can we, can we move some of that funding from point A to point B? Would that be a benefit?
11:20:57 AM	Todd	Sure.
11:21:00 AM	TR	I think, I'm open to that. I would hope that we would be open to that, that if we can help facilitate an MOU between, I don't know. Whatever.
11:21:03 AM	BW/Todd	Should we start from the Regional Planning Commission? Should they be the initial people to do it? Todd: Probably. BW: Okay.
11:21:07 AM	TR	And if Regional Planning requested, or he requested funding from Regional Planning.
11:21:13 AM	Todd	Yeah. And we just asked Dennis to set up a meeting so I think he's in the process of doing that right now. In May there will be a meeting.
11:21:22 AM	BW	I think we have the right people in place in the Regional Planning Commission to do that do. I feel.
11:21:28 AM	Todd	So, a lot of stuff here.

11:21:33 AM	SL	While you're here, I got a call from Danny from the Montpelier Solar field. Is there a plugged tile or something broke down? Do you guys know anything about it? Supposedly it was TV'd and they know where it is and I think he's working with the Dick family. You don't know anything about it?
11:21:49 AM	Brian	The only tiles that I remember them talking about there was, there was some water that was held up on the north side of Jeff's hold house along State Route 15.
11:22:01 AM	TR	But that was months ago. We thought they fixed it.
11:22:05 AM	Brian	Well, there's water sitting out there with the rains that we've had. But I don't of anything of the tiles of record that we had talked about last summer. I haven't heard anything of any issues with them.
11:22:15 AM	Todd	We haven't done anything with them. I don't know.
11:22:21 AM	Brian	I just know that was the one that was brought up a couple different times by the Dick family. That tile coming off, it kind of ran to the, to the west. It was kind of on the north side of his old house.
11:22:36 AM	SL	I am not sure where his old house, was he on that County Road N or whatever?
11:22:40 AM	Brian	No, he was on State Route 15.
11:22:42 AM	BW	Where they sell the honey out front.
11:22:47 AM	SL	Oh.
11:22:48 AM	Brian	On the east side, yeah. The white house where they sell honey on the east side of the road. Just north of that there was a pocket that was holding some water. I just remember that Jeff had brought that up I think it was when, that that was a concern of his. So, maybe that's what they're talking about there. But there was nothing, we didn't, we didn't open it up. We didn't look at it.
11:23:05 AM	TR	Well, I have another concern with the water over State Route 15. And I talked to the guys at ODOT. And they say if you guys are going to lead this problem on State Route 15 if you've got other issues there. So maybe we ask Danny to come up and we can all meeting out there and say, okay, this is where we're at and this is what we're doing. And we get ODOT there. And we just bring the team together gain like we did before and see if we can help them if we have issues or they have issues. Does that work for you guys? Would you be willing to? (Inaudible) for a meeting, right?
11:23:33 AM	Todd/Tr	Yes. Brian is the probably the most familiar with the drainage around there. TR: Get them up here and let's talk about it. Because I have that ODOT one that we need to talk about too. Todd: Brian would love to.
11:23:51 AM	TR	I knew Brian would like that. It's drainage Brian. (Laughter) Todd holding his finger on his nose for the record. What's that mean?

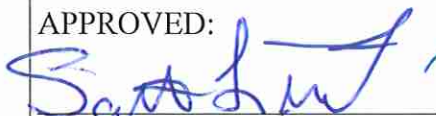
11:23:58 AM	SL	Well, I guess I will reach out to Danny and see what he wants to do and (inaudible – couple talking). Talk to somebody in the Dick family. Do they live in that farmhouse there?
11:24:10 AM	BW	Kevin does.
11:24:16 AM	TR	I text you Kevin's number.
11:24:17 AM	BW/TR	Doesn't Jeff own the home place? TR: Oh, you're right, it's Jeff.
11:24:19 AM	Brian	Well, none of the boys live on State Route 15.
11:24:24 AM	TR	Yeah, but it's Jeff I meant.
11:24:26 AM	Brian/TR	But he runs that house. TR: Kevin's Motor Sales is Kevin and Jeff is. You want to talk to Jeff
11:24:31 AM	Todd	The only other thing I had then was the right-of-way permits. We talked about going to a one-year limitation. And the question is do we want to shorten it even more right now? What's, what we're seeing is there's so much fiber going in the ground right now. If you issue a permit today, a month from now it could be different in that right-of-way. So that's our concern is, we have some who want to get a permit and may not gonna even start for 9 months. Well, we don't like that. You know, get your permit when you know the project is ready to begin. It's not an issue. As long as, you know, because you're gonna follow our guidelines regardless. But, if I issue you a permit today and you start maybe 9 months from now, there could be two new lines running through that right-of-way by the time you go to start.
11:25:39 AM	SL	So, they're not getting accurate information of what's in the right-of-way already?
11:25:40 AM	Todd	Well, they are but then they don't start the project. So, 6 months later when they go to start it there's new stuff there. It could be us. It could fiber. It could be anybody. You know, we want them to get to the point where get your permit when you're ready to start the work. Their concern is you're gonna hold me up.
11:26:01 AM	BW	So, what's your suggestion? 3 months?
11:26:03 AM	Todd	6 months.
11:26:05 AM	BW	6 months?
11:26:06 AM	Todd/BW	6 months. At least. BW: And they would have to re-apply then? Todd: And maybe it, maybe it won't work. Maybe 6 months from now, okay, we blew it, we need to make it back to a year. But there's a lot going on right now.
11:26:22 AM	TR/Todd	And all the ones we've issued are good. They're just gonna have to, we have to honor that, right? Todd: Yes. TR: But anything going forward? Todd: Yes. TR: What kind of action do you need from us to do this?
11:26:29 AM	Todd	I would like to see it done by resolution and then we'll just put it right on the application. This permit is valid for 6 months. If you have not started, then, it's

		kind of like the OOPS. When you call in an OOPS ticket you have 10 days to start. If you don't start, you re-submit. And this would be the same thing. It's not a, it's not a hard process. You just take your old one and you give it back to us.
11:26:58 AM	BW	Right. New dates. At least then at least you know you're.
11:27:03 AM	Todd	They're gonna need to research it. Personally, I think it is up to them to research it then to know if there's other utilities. Because when they go to start, they will re-OOPS it. And they may find there's a, they may find there's a new fiber line there.
11:27:13 AM	TR	Do you want to add a \$25.00 application fee yet? Or 50 or 100?
11:27:20 AM	Todd	Yeah. We need to have that discussion too. I at least want to get the timeline set as quickly as we can and then I think we're gonna have to look at a fee associated with it.
11:27:29 AM	TR	What's the (inaudible).
11:27:30 AM	Todd	The problem we're having is who is handling the fee? Now we've gotta take money and I've gotta.
11:27:39 AM	SL	Give me the money I will take it
11:27:44 AM	Todd	And then we've gotta do that.
11:27:46 AM	BW	I do have to say the contractors that I have seen and experienced are leaving a nice product when they get done. They are not leaving us a mess. Have you experienced that at all?
11:27:53 AM	Todd	We had muddy situations. We've been having a lot of rain and they are determined they are gonna work. And so, it's creating some ruts and some stuff. But they are trying to follow up and clean it up. We had a lot of problem with safety concerns. They are getting better with that.
11:28:15 AM	SL	With not having signs or what?
11:28:16 AM	Todd	Yeah.
11:28:18 AM	TR	Trailers parked in the roadway with no signs?
11:28:20 AM	BW	There was a horizontal bore just down from the county home parked in the road right-of-way the other day. And cones around it. And again, I think it was too wet to get it in.
11:28:28 AM	Todd	Well, that's the problem. That's what you're seeing is, because we've been telling them if you mess it up you're gonna fix it. So, they're not wanting to go off the pavement edge. So, now we're saying then you need to have cones up. You need to have flags up. You need to have flagger, things like that. So, Ron's all day, every day right now. He's in in the morning and he's not back in until late.
11:28:56 AM	TR	A lot of crews.

11:28:57 AM	BW	He's following up on that.
11:28:58 AM	TR	This is a really good thing for Williams County. It's painful. It's too bad that, this fiber going will be good for everybody. The guy that lives on a back road in Williams County with no access to internet, it's really good for me.
11:29:11 AM	Todd	He's gonna have it. So yes, if we could change that on our permits. I don't know how we need to do it, but maybe a resolution to do it would be great.
11:29:28 AM	TR	Are you going to send over a resolution for our Clerk to send across us?
11:29:28 AM	Todd	I will get with Anne. Thank you.
11:29:32 AM	BW	Thank you. Appreciate you guys' good work.
11:29:35 AM	SL/Comm	Do you guys have anything else? TR: I'm good. BW: I'm good.
11:29:36 AM	ADJOURNED	SL: We stand Adjourned.

WILLIAMS COUNTY COMMISSIONERS

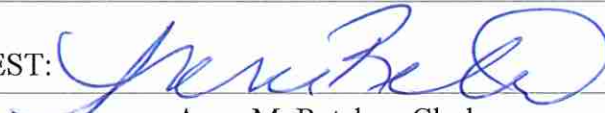
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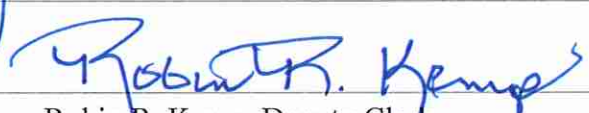

 Scott A. Lirot, President


 Bartley E. Westfall, Vice-President

Not Present
 Terry N. Rummel, Member

ATTEST:


 Anne M. Retcher, Clerk


 Robin R. Kemp, Deputy Clerk

RESOLUTION 26-0206

COUNTY COMMISSIONERS' OFFICE
WILLIAMS COUNTY, BRYAN, OHIO
April 23, 2026

In the Matter of
Entering into a Preventative Maintenance
Agreement

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

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

Commissioner Westfall moved adoption of the following resolution:

WHEREAS, Williams County EMS submitted to the Williams County Commissioners a Preventative Maintenance Agreement for between the Williams County Commissioners on behalf of Williams County EMS for preventative maintenance on Stryker Equipment; Not to Exceed: \$16,644.21; Term: January 1, 2026 – December 31, 2026; as described in the attached agreement; therefore

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

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

Commissioner Rummel seconded the motion.

The vote upon adoption resulted as follows:

Mr. Scott A. Lirot, yes

Mr. Bartley E. Westfall, yes

Mr. Terry N. Rummel, yes

WILLIAMS COUNTY COMMISSIONERS

Scott Lirot
President of the Board of Commissioners

Bartley Westfall
Vice-Pres of the Board of Commissioners

Terry Rummel
Member of the Board of Commissioners



1 YEAR PM

Quote Number: 11279752

Version: 1

Prepared For: WILLIAMS COUNTY EMS

Attn:

Division:

Medical

Rep:

Ben Brouwer

Email:

Phone Number:

GPO: EMS

Quote Date: 03/24/2026

Expiration Date: 05/12/2026

DUAL Service Rep Name: Matthew Payne

DUAL Service Rep Email: matthew.payne@stryker.com

Contract Start: 01/01/2026

Contract End: 12/31/2026

Delivery Address

Name: WILLIAMS COUNTY EMS

Account #: 20034093

Address: 5842 STATE ROUTE 15

BRYAN

Ohio 43506-8884

Sold To - Shipping

Name: WILLIAMS COUNTY EMS

Account #: 20034093

Address: 5842 STATE ROUTE 15

BRYAN

Ohio 43506-8884

Bill To Account

Name: WILLIAMS COUNTY EMS

Account #: 20114041

Address: POBox 367

BRYAN

Ohio 43506-0367

ProCare Products:

#	Product	Description	Months	Qty	Sell Price	Total
1.0	LIFEPAK-FLD-PROCARE	PROCARE-SVC-LIFEPAK-FIELD-REPAIR ✓Preventative Maintenance	12	9	\$544.98	\$4,904.82
2.0	MANUAL-COT-PROCARE	PROCARE-SVC-MANUAL-COTS ✓Preventative Maintenance	12	3	\$305.97	\$917.91
3.0	STR-CHAIR-PROCARE	PROCARE-SVC-STAIR-CHAIR ✓Preventative Maintenance	12	11	\$131.13	\$1,442.43
4.0	POWERLOAD-PROCARE	PROCARE-SVC-POWER-LOAD ✓Preventative Maintenance	12	3	\$488.25	\$1,464.75
5.0	POWERPRO-PROCARE	PROCARE-SVC-POWERPRO ✓Preventative Maintenance	12	2	\$297.60	\$595.20
6.0	POWERPRO-PROCARE	PROCARE-SVC-POWERPRO ✓Preventative Maintenance	12	5	\$297.60	\$1,488.00
7.0	LUCAS-FLD-PROCARE	PROCARE-SVC-LUCAS-FIELD-REPAIR ✓Preventative Maintenance	12	7	\$441.75	\$3,092.25
8.0	POWERPRO-PROCARE	PROCARE-SVC-POWERPRO ✓Preventative Maintenance	12	1	\$297.60	\$297.60
9.0	POWERLOAD-PROCARE	PROCARE-SVC-POWER-LOAD ✓Preventative Maintenance	12	5	\$488.25	\$2,441.25
ProCare Total:						\$16,644.21



1 YEAR PM

Quote Number: 11279752
Version: 1
Prepared For: WILLIAMS COUNTY EMS
Attn:

Division: Medical
Rep: Ben Brouwer
Email:
Phone Number:

GPO: EMS
Quote Date: 03/24/2026
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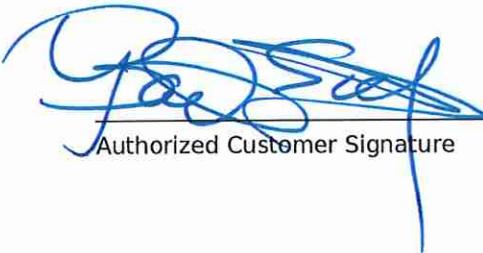
DUAL Service Rep Name: Matthew Payne
DUAL Service Rep Email: matthew.payne@stryker.com

Contract Start: 01/01/2026
Contract End: 12/31/2026

Price Totals:

 4-21-26
Authorized Customer Signer (Printed) Date

Stryker Authorized Signature (Printed) Date

 4-21-26
Authorized Customer Signature Date

Stryker Authorized Signature Date

Purchase Order Number



1 YEAR PM

Quote Number: 11279752

Version: 1

Prepared For: WILLIAMS COUNTY EMS

Attn:

Division:

Medical

Rep:

Ben Brouwer

Email:

Phone Number:

GPO: EMS

Quote Date: 03/24/2026

Expiration Date: 05/12/2026

DUAL Service Rep Name: Matthew Payne

DUAL Service Rep Email: matthew.payne@stryker.com

Contract Start: 01/01/2026

Contract End: 12/31/2026

Service Terms and Conditions:

The Terms and Conditions outlined in this quote, as well as any resulting Customer purchase order, are governed by the Terms and Conditions specified in the Terms Addendum to ProCare Medical Quote attached hereto. However, these Terms and Conditions do not apply if the Customer and Stryker are bound by a Master Service Agreement or by a separate written agreement that governs the purchase or sale of goods and/or services.

Equipment Service Plan

Line Item #	Model	ProCare Materials	Serial #
1.0	99577-001957	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	48232904
1.0	99577-001957	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	50281647
1.0	99577-001957	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	48233436
1.0	99577-001957	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	50281271
1.0	99577-001957	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	48233621
1.0	99577-001957	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	50281632
1.0	99577-001957	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	50707183
1.0	99577-001957	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	50707399
1.0	99577-001957	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	48243220
2.0	6082000000	PROCARE-SVC-MANUAL-COTS	070739253
2.0	6082000000	PROCARE-SVC-MANUAL-COTS	070240044
2.0	6082000000	PROCARE-SVC-MANUAL-COTS	070240043
3.0	6252000000	PROCARE-SVC-STAIR-CHAIR	070240103
3.0	6252000000	PROCARE-SVC-STAIR-CHAIR	2504010000109
3.0	6252000000	PROCARE-SVC-STAIR-CHAIR	2302010000036
3.0	6252000000	PROCARE-SVC-STAIR-CHAIR	050440218
3.0	6252000000	PROCARE-SVC-STAIR-CHAIR	071040973
3.0	6252000000	PROCARE-SVC-STAIR-CHAIR	160339495
3.0	6252000000	PROCARE-SVC-STAIR-CHAIR	070240102
3.0	6252000000	PROCARE-SVC-STAIR-CHAIR	080340597
3.0	6252000000	PROCARE-SVC-STAIR-CHAIR	160339496
3.0	6252000000	PROCARE-SVC-STAIR-CHAIR	2302010000037
3.0	6252000000	PROCARE-SVC-STAIR-CHAIR	2210010000285
4.0	639005550001	PROCARE-SVC-POWER-LOAD	2302012400139
4.0	639005550001	PROCARE-SVC-POWER-LOAD	2205012400290
4.0	639005550001	PROCARE-SVC-POWER-LOAD	2409012400274
5.0	650605550003	PROCARE-SVC-POWERPRO	2203020700015
5.0	650605550003	PROCARE-SVC-POWERPRO	2302020700003
6.0	6506000000	PROCARE-SVC-POWERPRO	1911003500291
6.0	6506000000	PROCARE-SVC-POWERPRO	170241693
6.0	6506000000	PROCARE-SVC-POWERPRO	180440742
6.0	6506000000	PROCARE-SVC-POWERPRO	170241692
6.0	6506000000	PROCARE-SVC-POWERPRO	150240490
7.0	99576-000063	PROCARE-SVC-LUCAS-FIELD-REPAIR	3519E596
7.0	99576-000063	PROCARE-SVC-LUCAS-FIELD-REPAIR	3519G578
7.0	99576-000063	PROCARE-SVC-LUCAS-FIELD-REPAIR	3522DE58
7.0	99576-000063	PROCARE-SVC-LUCAS-FIELD-REPAIR	3522CY11
7.0	99576-000063	PROCARE-SVC-LUCAS-FIELD-REPAIR	3521Z019
7.0	99576-000063	PROCARE-SVC-LUCAS-FIELD-REPAIR	3522CA72
7.0	99576-000063	PROCARE-SVC-LUCAS-FIELD-REPAIR	3519E812
8.0	650705550001	PROCARE-SVC-POWERPRO	2404000811
9.0	6390000000	PROCARE-SVC-POWER-LOAD	141040751
9.0	6390000000	PROCARE-SVC-POWER-LOAD	170140649
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9.0	6390000000	PROCARE-SVC-POWER-LOAD	180440086
9.0	6390000000	PROCARE-SVC-POWER-LOAD	170140648

ProCare® Services

Our ProActive approach

With ProCare Services, we offer you operational and financial peace of mind through three comprehensive offerings: **ProCare Preventive Maintenance, ProCare Protect and ProCare Prevent**. You will have confidence in your device's state of readiness along with these additional benefits of your service plan.



Your service details are:



Parts, labor and travel (PLT)

Our most inclusive service offering. All parts, labor and travel associated for repairs of contracted products are included in the cost of the service agreement. This does not include replacement of soft goods or accessories (i.e. mattresses, restraints, removable parts) and is not available for AEDs.



Special Ops

This is a premium, fully customizable service based on your installed assets. This white-glove experience is designed to complete large scale PM projects in a short amount of time, typically within a week. Services include PM's, product unboxing and set up, power washing, all repair work as well as other customer or field initiatives.



Preventive Maintenance (PM)

Contracted products receive an annual PM for the length of the service agreement. PM-only agreements do not cover any necessary repairs identified through the PM process. For details on preventive maintenance, refer to applicable product sheet. Preventive maintenance can also be done as individual billable work.

• Additional Preventive Maintenance:

Contracted products on a PM-only contract can receive an additional PM at the 6-month mark for the length of the service agreement.



Maintenance inspections

Stryker Medical products past their service life, with this entitlement, will receive one maintenance inspection annually for the duration of the service agreement. This does not include any repair work or any work that is part of the PM process. Additional inspections are available for purchase.



Battery service

Stryker Medical products with this entitlement can have the batteries replaced, as a one-for-one swap, upon failure, during the length of the service agreement.



Case Change

Stryker defibrillators, AEDs and LUCAS® products with this entitlement are allowed an agreed upon and documented number of case changes, upon failure, during the length of the service agreement.

Stryker or its affiliated entities own, use, or have applied for the following trademarks or service marks: LUCAS, ProCare, Stryker. All other trademarks are trademarks of their respective owners or holders. The absence of a product, feature, or service name, or logo from this list does not constitute a waiver of Stryker's trademark or other intellectual property rights concerning that name or logo.

3800 E. Centre Avenue
Portage, MI 49002 USA

stryker.com

ADDENDUM TO PROCARE MEDICAL QUOTE

This Addendum ("Addendum") is entered into by and between the facility listed on the Quote ("Customer") and Stryker Sales, LLC, acting through its Medical Division ("Stryker") and modifies the ProCare Medical Quote ("Quote"). The terms of this Addendum will apply to Customer's purchase of Services as outlined in the Quote for Service. In the event of a conflict or inconsistency between the Quote and this Addendum, relative to Service, this Addendum will govern.

1. **Effective Date and Term.** The term of this Addendum shall be coterminous with the Quote ("Term").
2. **Service.** Stryker will perform the repair and maintenance services as described in the Quote (collectively, the "Services") to the Equipment set forth on the Quote ("Equipment").
3. **Service Terms and Conditions.** Services will be subject to the terms and conditions set forth in this Addendum.
4. **Product Maintenance.** Customer is required to adhere to the routine maintenance instructions provided by Stryker, its equipment and operations manuals, and accompanying labels and/or inserts for each item of Equipment. Customer covenants and agrees that its appropriate user personnel will follow the instructions and contents of those manuals, labels and inserts.
5. **Warranty and Limitations of Warranty.** During the Term, Stryker warrants, with the exception of software maintenance services, the following:
 - a. Stryker has the experience, capability and resources to perform the Services, and Stryker further represents and warrants that the Services will be performed in a workmanlike manner and with professional diligence and skill;
 - b. Services will comply with all applicable laws and regulations and all applicable standards set forth by law or ordinance or established by the rules and regulations of any federal, state or local agency, department, commission, association or pertinent governing, accrediting or advisory body, including The Joint Commission having authority to set standards for healthcare facilities;
 - c. If the Services are to be performed on Customer's premises, Stryker represents and warrants that Stryker will comply with all applicable safety laws and Customer's then current safety and other applicable regulations, all human resource policies and health and drug and alcohol screening policies; provided that Customer has provided advance written notification of such rules, regulations and policies to Stryker;
 - d. Stryker currently has, or prior to the commencement thereof, will obtain, pay for, and maintain any and all licenses, fees, and qualifications required to perform the Services.
 - e. TO THE FULLEST EXTENT PERMITTED BY LAW, THE EXPRESS WARRANTIES SET FORTH HEREIN ARE THE ONLY WARRANTIES APPLICABLE TO THE SERVICES AND ARE EXPRESSLY IN LIEU OF ANY OTHER WARRANTY BY STRYKER, AND STRYKER HEREBY EXPRESSLY DISCLAIMS ANY AND ALL OTHER EXPRESS OR IMPLIED WARRANTIES REGARDING THE SERVICES, INCLUDING, BUT NOT LIMITED TO, MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE.
6. **Limitation of Liability.** EXCEPT FOR THIRD PARTY DAMAGES RELATED TO STRYKER'S INDEMNITY OBLIGATIONS UNDER THE SECTION HEREOF ENTITLED "INDEMNIFICATION," STRYKER'S LIABILITY ARISING UNDER THIS ADDENDUM WILL NOT EXCEED THE AMOUNT OF SERVICE FEES PAID UNDER THIS ADDENDUM DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE CLAIM AROSE. IN NO INSTANCE WILL STRYKER BE LIABLE TO CUSTOMER FOR INCIDENTAL, PUNITIVE, SPECIAL, COVER, EXEMPLARY, MULTIPLIED OR CONSEQUENTIAL DAMAGES OR ATTORNEYS' FEES OR COSTS FOR ANY ACTIONS UNDER OR RELATED TO THIS AGREEMENT.
7. **Customer Obligations.** Customer will use commercially reasonable efforts to cooperate with Stryker in connection with Stryker's performance of the Services. Customer understands and acknowledges that Stryker employees will not provide surgical or medical advice, will not practice surgery or medicine, will not come in physical contact with the patient, will not enter the "sterile field" at any time, and will not direct equipment or instruments that come in contact with the patient during surgery. Customer's personnel will refrain from requesting Stryker employees to take any actions in violation of these requirements or in violation of applicable laws, rules or regulations, Customer policies, or the patient's informed consent. A refusal by Stryker employees to engage in such activities will not be a breach of this Addendum. Customer consents to the presence of Stryker employees in its operating rooms, where applicable, in order for Stryker to provide Services under Addendum and represents that it will obtain all necessary consents from patients.
8. **Limitations and Exclusions from Service.** Notwithstanding any other provision set forth herein, the Services not covered under this Addendum as determined by Stryker in its sole discretion are as follows: (a) abnormal wear or damage caused by reckless or intentional misconduct, abuse, neglect or failure to perform normal and routine maintenance as set out in the applicable maintenance manual or operating instructions provided with the Equipment; (b) catastrophe, fire, flood or act(s) of God; (c) damage resulting from faulty maintenance, improper storage, repair, handling or improper use (including use of non-Stryker accessories or consumables), damage and/or alteration by non-Stryker-authorized personnel; (d) equipment on which any original serial numbers or other identification marks have been removed or destroyed; (e) damage caused as a result of the use of the Equipment beyond the useful life, if any, specified for such equipment in the user manual; (f) service Stryker cannot perform because the Equipment has been discontinued or its parts have been discontinued or made obsolete; (g) service to the Equipment if the Equipment or the Equipment site is contaminated with potentially infectious and/ or biohazardous substances; (h) Equipment that has been repaired or used with any unauthorized or non-Stryker components or by an unauthorized or non-Stryker third party; or (i) any Services provided by the Stryker Medical division do not include batteries (unless stated in Stryker's quote), mattresses, disposable items, IV poles or rust or corrosion damage; Customer agrees to provide personal protective equipment ("PPE") to OnSite/Clinical Specialists. Notwithstanding anything else in this Addendum in the event Customer fails to provide appropriate industry-standard PPE to all OnSite Specialists, as determined in Stryker's sole discretion, then Stryker may immediately, in its sole discretion: (i) suspend the OnSite Specialist Coverage until Customer provides such PPE; or (ii) terminate the applicable Service.
9. **Indemnification.** Stryker shall indemnify Customer from any third party liability and/or damages which Customer suffers directly as a result of the gross negligence or willful misconduct of Stryker or its employees or agents in the course of providing Services. The foregoing indemnification will not apply to any liability arising solely from: (i) an injury or damage due to the negligence of any person other than Stryker's employee or agent; (ii) the failure of any person other than Stryker's employee or agent to follow any instructions outlined in the labeling, manual, and/or

instructions for use of the Equipment; (iii) the use of any equipment or part not purchased from Stryker or any equipment or any part thereof that has been modified, altered or repaired by any person other than Stryker's employee or agent; or (iv) any actions taken or omissions made by any Stryker employee while under the direction or control of Customer's staff. Customer agrees to hold Stryker harmless from and indemnify Stryker for any claims or losses or injuries arising from (i)-(iv) above resulting from Customer's or its employees' or agents' actions.

10. **Insurance.** Stryker shall maintain the following insurance coverage during the Term: (i) commercial general liability insurance, including coverage for products and completed operations liability, with limits of \$1,000,000.00 per occurrence and \$2,000,000.00 annual aggregate applying to Stryker's liability for bodily injury, personal injury, and property damage; (ii) automobile liability insurance with a combined single limit of \$1,000,000.00 each accident covering Stryker's use of owned, hired, and non-owned vehicles; and (iii) worker's compensation insurance as required by applicable law subject to statutory limits and employer's liability insurance with limits of \$1,000,000.00 each accident and/or \$1,000,000.00 each employee and policy limit for disease covering Stryker's employees. At Customer's written request, certificates of insurance shall be provided by Stryker prior to commencement of the Services at any premises owned or operated by Customer. Notwithstanding any other requirements within this Addendum to the contrary, to the extent allowed by applicable law or regulation, Stryker shall be permitted to meet the above insurance requirements through a program of self-insurance.
11. **Confidentiality.** Stryker and Customer: (i) shall hold in confidence this Addendum and any information and materials which are related to the business of the other or are designated as proprietary or confidential, herein or otherwise, or which a reasonable person would consider to be proprietary or confidential information; and (ii) hereby covenant that they shall not disclose such information to any third party without prior written authorization of the one to whom such information relates. The rights and remedies available to a Party hereunder shall not limit or preclude any other available equitable or legal remedies.
12. **Non-Solicitation and Non-Hire.** Customer agrees that, during the Term and for a period of one (1) year following Service, it will not solicit any employees of Stryker to terminate their employment with Stryker, unless Stryker consents in writing.
13. **Background Check.** Stryker warrants that all of its employees who will be on a Customer's premises to perform Services will have undergone a criminal background check as part of Stryker's hiring practice. The background check consists of the following:
 - a. Education verification, which includes a review of employee's submitted educational institutions to ensure proper accreditation;
 - b. Employment history verification;
 - c. SSN trace, including address history verification;
 - d. OFAC Watch List search, including a search of global terrorist and national drug trafficker lists;
 - e. FDA Debarment and Disqualified/Restricted List search;
 - f. OIG/HHS Exclusion List check;
 - g. EPLS/GSA Exclusion List check;
 - h. Criminal history search, including a National Criminal Database (NCD) search and a national sex offender registry search and a search of all jurisdictions where the employee has lived or worked during the last seven years; and
 - i. Motor vehicle check

During the Term, a Customer may request a meeting with Stryker to review the performance, behavior or expectations of Stryker service personnel who are assigned to provide service at Customer's facility. Any Stryker service personnel who willingly and knowingly violate Customer's rules, regulations, procedures, or policies may be removed from Customer's facility at Customer's option and will be replaced by Stryker promptly.

14. **Independent Contractor.** The relationship between the Parties is that of independent contractors. It is mutually agreed that Stryker is at all times acting and performing as an independent contractor with respect to Customer, and nothing is intended nor shall be construed to create an employer/employee relationship between Stryker and Customer. It is agreed that any person employed by Stryker to perform hereunder shall not be deemed to be an employee of Customer, and Stryker and Stryker's employees, agents or representatives shall not be, or represent themselves to be, officers, employees, agents or representatives of Customer.
15. **Miscellaneous.** No Party shall be liable for failure of or delay in performing obligations set forth in this Addendum, and no Party shall be deemed in breach of its obligations, if such failure or delay is due to natural disasters or any causes reasonably beyond the control of such Party. This Addendum shall be governed by and construed in accordance with the laws of the State of Michigan and the Parties consent and agree that any and all litigation arising from this Addendum will be conducted by state or federal courts located in the State of Michigan. This Addendum shall inure to the benefit of, and be binding upon, Customer and Stryker and their respective successors and assigns. Neither Party may assign any of its rights or obligations under this Agreement without the prior written consent of the other Party. Any purported assignment in violation of the preceding sentence will be void. This Agreement constitutes the entire agreement between the Parties concerning the subject matter of this Agreement and supersedes all prior negotiations and agreements between the Parties concerning the subject matter of this Addendum. In the event of an inconsistency or conflict between this Addendum and any purchase order, invoice, or similar document, this Addendum will control. The sections entitled Warranty and Limitation of Warranties, Indemnification, Limitation of Liability, Confidentiality and Miscellaneous of this Addendum shall survive its termination or expiration.

PURCHASE ORDER FORM

Does the Customer require a PO# on invoices for payment?

☐ No

☐ Yes

If yes, do not use this form.

Check box confirming BILL TO and SHIP TO on quote is accurate. ☐

	Customer # - 20034093
--	-----------------------

Company Name

WILLIAMS COUNTY EMS

Contact or Dept

Phone

Email

Stryker Quote #	Grand Total Amount
11279752	\$16,644.21

Authorized Customer:

Printed Name: Scott Lirot

Title: President, Williams Co Commissioners

Signature: Scott Lirot

Date: 4-21-24

Check box if anything attached ☐

Sales or use taxes on domestic (USA) deliveries will be invoiced in addition to the price of the goods and services on the Stryker Quote.

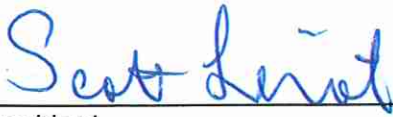
***Service Terms and Conditions:**

The Terms and Conditions outlined in this quote, as well as any resulting Customer purchase order, are governed by the Terms and Conditions specified in the Terms Addendum to ProCare Medical Quote attached hereto. However, these Terms and Conditions do not apply if the Customer and Stryker are bound by a Master Service Agreement or by a separate written agreement that governs the purchase or sale of goods and/or services

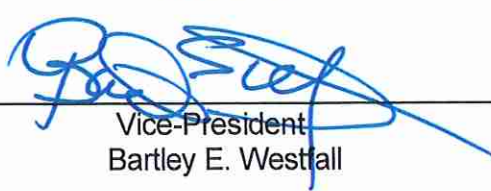
SIGNATURE PAGE

WILLIAMS COUNTY COMMISSIONERS – APPROVAL

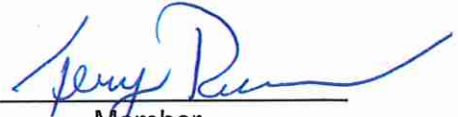
Date: 4-21-26



President
Scott A. Lirot



Vice-President
Bartley E. Westfall



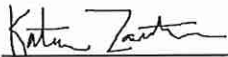
Member
Terry N. Rummel

County Administrator, Vond T. Hall

Date

WILLIAMS COUNTY PROSECUTOR
153.44 ORC

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



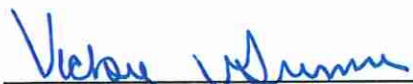
Katherine J. Zartman, Williams County Prosecutor

3/31/26

Date

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

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



Vickie Grimm, Williams County Auditor

4-14-26

Date

RESOLUTION 26-0208

COUNTY COMMISSIONERS' OFFICE
WILLIAMS COUNTY, BRYAN, OHIO
April 23, 2026

In the Matter of
MVPO Project in Stryker

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

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

Commissioner Westfall moved adoption of the following resolution:

WHEREAS, on March 18, 2026 quotes were received for the Maumee Valley Planning Organization (MVPO) Project: Stryker Elected Water Tank Improvements & Control Panel Replacement Project, and three (3) bids were received by:

- MW Cole Construction - \$595,500 Base Bid; Alt 1 - \$596,000; Alt 2: \$603,000
- Viking Painting - \$711,275 Base Bid; Alt 1 - \$727,975; Alt 2: \$731,745
- L&T Painting - \$582,800 Base Bid; Alt 1 - \$588,000; Alt 2: \$587,800

WHEREAS, with an Engineer's Estimate for the project at \$700,535 (base bid) & \$706,535 (w/ alternate 1) & \$704,535 (w/ alternate 2), MVPO, in consultation with FellerFinch, has recommended that the bid be awarded to L&T Painting as submitted in the amount of \$588,800; therefore

BE IT RESOLVED, the Williams County Board of Commissioners accepts MVPO and FellerFinch's recommendation and hereby awards the quote for the Stryker Elevated Water Tower & Control Panel Replacement Project to L&T Painting in the amount of \$588,800 and a contract shall be issued and

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

Commissioner Rummel seconded the motion.

The vote upon adoption resulted as follows:

Mr. Scott A. Lirot, yes

Mr. Bartley E. Westfall, yes

Mr. Terry N. Rummel, yes

WILLIAMS COUNTY COMMISSIONERS

Scott Lirot
President of the Board of Commissioners

Bartley E. Westfall
Vice-Pres of the Board of Commissioners

Terry Rummel
Member of the Board of Commissioners



Maumee Valley Planning Organization

Serving Paulding, Fulton, Henry, Paulding, and Paulding Counties

Notice of Award

Date of Issuance:	4/16/2026
Time of Issuance:	10:00 am
Owner:	Williams County Commissioners
Project:	Stryker Elevated Water Tower & Control Panel Replacement Project
Bidder:	L&T Painting

Dear Bidder,

1) You are hereby notified that the Owner has accepted your bid dated 3/18/2026 for the above project for items in the amount of **\$588,800**. You are the successful bidder and are hereby awarded a contract for the **Stryker Elevated Water Tower & Control Panel Replacement Project**.

2) Executing the Agreement

Pursuant to Section 153.54 of the Ohio Revised Code, "Bid Guaranty to be filed with bid.", you are required to enter into a proper contract in accordance with the bid, plans, details, and specifications. This is also known as "executing the agreement". Execute the Agreement for this project and furnish the required Bid Bond and Certificates of Insurance **within 10 calendar days from the date of this notice to you.**

3) How to execute the agreement.

See Section 3: Instructions to Bidders, "Item B.17 - Additional Obligations Upon Contract Award" for instructions.

4) If you fail to execute the agreement ...

"If for any reason, other than as authorized by section 9.31 of the Revised Code or division (G) of this section, the bidder fails to enter into the contract, and the contracting authority awards the contract to the next lowest bidder, the bidder and the surety on the bidder's bond are liable to the state, political subdivision, district, institution, or agency for the difference between the bid and that of the next lowest bidder, or for a penal sum not to exceed ten per cent of the amount of the bond, whichever is less."

If you fail to execute said Agreement and to furnish said BOND within 10 days from the date of this notice, said OWNERS will be entitled to consider all your rights arising out of the OWNERS' acceptance of your BID guaranty subject to the liability as set forth in Section 153.54 of the Ohio Revised Code. The OWNER will be entitled to such other rights as may be granted by law.

5) You are required to return an acknowledged copy of this Notice of Awards to the Owners.

You are **required** to return an acknowledged copy of this Notice of Award to the Owners

Owner

- The Williams County Commissioners

Printed Name and Title:

Scott Livot - President

Signature:

Scott Livot

Date of Signing:

04/21/2024 (MM/DD/YYYY)

Printed Name and Title:

Bartley E. Wotfall - VP

Signature:

Bartley E. Wotfall

Date of Signing:

04/21/2024 (MM/DD/YYYY)

Printed Name and Title:

Terry Rummel - Member

Signature:

Terry Rummel

Date of Signing:

04/21/2024 (MM/DD/YYYY)

Owner

- The Village of Stryker

Printed Name and Title:

Signature:

Date of Signing:

(MM/DD/YYYY)

Acceptance of Notice

Receipt of the above Notice of Award is hereby acknowledged by:

Printed Name and Title:

Date Received:

Signature:

Date of Signing:

(MM/DD/YYYY)

RESOLUTION 26-0209

COUNTY COMMISSIONERS' OFFICE
WILLIAMS COUNTY, BRYAN, OHIO
April 23, 2026

In the Matter of:
Approving Minutes from Regular Session

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

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

Commissioner Westfall moved adoption of the following resolution:

THEREFORE, BE IT RESOLVED, that after review, the Williams County Commissioners hereby approve the minutes of Regular Session(s) held on April 21, 2026; and

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

Commissioner Rummel seconded the motion.

The vote upon adoption resulted as follows:

Mr. Scott A. Lirot, yes

Mr. Bartley E. Westfall, yes

Mr. Terry N. Rummel, yes

WILLIAMS COUNTY COMMISSIONERS

Scott Lirot
President of the Board of Commissioners

Bartley E. Westfall
Vice-Pres of the Board of Commissioners

Terry Rummel
Member of the Board of Commissioners

RESOLUTION 26-0210

COUNTY COMMISSIONERS' OFFICE
WILLIAMS COUNTY, BRYAN, OHIO
April 23, 2026

In the Matter of:
Approve Agenda as Amended or Presented

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

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

Commissioner Westfall moved adoption of the following resolution:

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

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

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

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

Commissioner Rummel seconded the motion.

The vote upon adoption resulted as follows:

Mr. Scott A. Lirot, yes

Mr. Bartley E. Westfall, yes

Mr. Terry N. Rummel, yes

WILLIAMS COUNTY COMMISSIONERS

Scott Lirot
President of the Board of Commissioners

Bartley Westfall
Vice-Pres of the Board of Commissioners

Terry Rummel
Member of the Board of Commissioners

RESOLUTION 26-0211

COUNTY COMMISSIONERS' OFFICE
WILLIAMS COUNTY, BRYAN, OHIO
April 23, 2026

In the Matter of:
Approving Payment of Bills

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

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

Commissioner Westfall moved adoption of the following resolution:

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

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

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

Commissioner Rummel seconded the motion.

The vote upon adoption resulted as follows:

Mr. Scott A. Lirot, yes

Mr. Bartley E. Westfall, yes

Mr. Terry N. Rummel, yes

WILLIAMS COUNTY COMMISSIONERS

Scott A. Lirot
President of the Board of Commissioners

Bartley E. Westfall
Vice-Pres of the Board of Commissioners

Terry N. Rummel
Member of the Board of Commissioners

RESOLUTION 26-0212

COUNTY COMMISSIONERS' OFFICE
WILLIAMS COUNTY, BRYAN, OHIO
April 23, 2026

In the Matter of
Supplemental Appropriation(s)

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

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

Commissioner Westfall moved adoption of the following resolution:

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

Department: Williams County Commissioners

From: 1001	Unappropriated	\$10,000.00
To: 1001-40-160-506075	Comm Legal & Professional Services	\$10,000.00
<i>Reason: Funds necessary for outside counsel hired on behalf of Prosecutor and JFS</i>		

Department: Williams County Hillside Country Living

From: 5023	Unappropriated	\$2,282.38
To: *50236-56-260-506010	Hill Act Auto Repair	\$2,282.38
<i>Reason: *New Fund Line – Unexpected Bus Repairs</i>		

From: 5018-50-260-505070	Hill Capital Assets-Machinery	\$1,000.00
To: 5018-56-285-506030	Hill ILA Repairs Equipment	\$1,000.00
<i>Reason: Replenish Line</i>		

From: 5008	Unappropriated	\$100.00
To: 5008-55-290-502700	Hill Vill Travel Lodging Meals	\$100.00
<i>Reason: OHCA Boot Camp Seminar Meals (MG)</i>		

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

Commissioner Rummel seconded the motion.

The vote upon adoption resulted as follows:

Mr. Scott A. Lirot, yes

Mr. Bartley E. Westfall, yes

Mr. Terry N. Rummel, yes

WILLIAMS COUNTY COMMISSIONERS

Scott Lirot
President of the Board of Commissioners

Bartley Westfall
Vice-Pres of the Board of Commissioners

Terry Rummel
Member of the Board of Commissioners

RESOLUTION 26-0213

COUNTY COMMISSIONERS' OFFICE
WILLIAMS COUNTY, BRYAN, OHIO
April 23, 2026

In the Matter of:
Determine the Disposition of Unneeded,
Obsolete or unfit Personal Property

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

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

Commissioner Westfall moved adoption of the following resolution:

WHEREAS, per ORC 307.12(A) Except as otherwise provided in divisions (D), (E), and (G) of 307.12, when the board of county commissioners finds, by resolution, that the county has personal property, including motor vehicles acquired for the use of county officers and departments, and road machinery, equipment, tools, or supplies, that is not needed for public use, is obsolete, or is unfit for the use for which it was acquired, and when the fair market value of the property to be sold or donated under this division is, in the opinion of the board, in excess of five thousand dollars, the board may do either of the following:

(1) Sell the property at public auction or by sealed bid to the highest bidder. Notice of the time, place, and manner of the sale shall be published at least ten days prior to the sale, using at least one of the following methods:

- (a) In the print or digital edition of a newspaper of general circulation within the county;
- (b) On the official public notice web site established under section [125.182](#) of the Revised Code;
- (c) On the web site and social media account of the county.

THEREFORE, BE IT RESOLVED, that the Board of Williams County Commissioners that the county has personal property, including a motor vehicle acquired for the use of county Engineer it no longer needs and that the Board agrees to sell the following vehicle by public auction:

- 2004 International Plow Truck, VIN #1HTWDAAR74J027510, Mileage 150,316

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

Commissioner Rummel seconded the motion.

The vote upon adoption resulted as follows:

Mr. Scott A. Lirot, yes

Mr. Bartley E. Westfall, yes

Mr. Terry N. Rummel, yes

WILLIAMS COUNTY COMMISSIONERS

Scott Lirot
President of the Board of Commissioners

Bartley Westfall
Vice-Pres of the Board of Commissioners

Terry Rummel
Member of the Board of Commissioners

RESOLUTION 26-0214

COUNTY COMMISSIONERS' OFFICE
WILLIAMS COUNTY, BRYAN, OHIO
April 23, 2026

In the Matter of
Entering into a Memorandum of Understanding

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

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

Commissioner Westfall moved adoption of the following resolution:

WHEREAS, on April 21, 2026, the Williams County Prosecutor submitted to the Williams County Commissioners the Williams County Child Abuse and Neglect Memorandum of Understanding. MOU is between Williams County Department of Job & Family Services, various Law Enforcement offices throughout the county, the office of the Prosecuting Attorney, and Judge of the Williams County Court of Common Pleas, Juvenile and Probate Divisions to minimize trauma to victims of child abuse and neglect as further explained in the MOU; therefore,

BE IT RESOLVED, by the Board of Williams County Commissioners we do hereby approve the MOU as set forth above and further explained in the attachment. A copy of the MOU will be on file with the Williams County Prosecutor's Office and Williams County Department of Job & Family Services, who will be sure it is filed with the State; therefore

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

Commissioner Rummel seconded the motion.

The vote upon adoption resulted as follows:

Mr. Scott A. Lirot, Yes

Mr. Bartley E. Westfall, Yes

Mr. Terry N. Rummel, Yes

WILLIAMS COUNTY COMMISSIONERS

Scott Lirot
President of the Board of Commissioners

Bartley E. Westfall
Vice-Pres of the Board of Commissioners

Terry Rummel
Member of the Board of Commissioners

Williams County Child Abuse and Neglect Memorandum of Understanding

Part I: Overview

A. Purpose:

The Memorandum of Understanding (MOU) is to clearly set forth the normal operating procedures to be employed by all concerned officials in the execution of their respective responsibilities pursuant to division (A) of section 2151.4221 of the Revised Code. The respective duties and requirements of all involved shall be addressed in this MOU. This will facilitate communication and procedures between Williams County Department of Job & Family Services (WCDJFS), various Law Enforcement offices throughout the county, the office of the Prosecuting Attorney, and Judge of the Williams County Court of Common Pleas, Juvenile and Probate Divisions.

Failure to follow procedures set forth in the MOU by the named officials and agencies is not grounds for, and shall not result in the dismissal of any charges or complaint arising from any reported case of abuse or neglect or the suppression of any evidence obtained as a result of any reported child abuse or neglect and does not give, and shall not be construed as giving, any rights or grounds for appeal or post-conviction relief to any person. (R.C. 2151.421 (G)(1))

Each subscriber to this MOU understands and agrees that this MOU should be followed in all circumstances, except where in the reasonable use of professional judgment, abiding by any laws or regulations in the State of Ohio, the protocol should be modified for the particular circumstances of any one case. Each subscriber may use its professional discretion as provided by law during any one case if necessary to protect a child or otherwise serve the purposes of this agreement. Any question about protocol in any particular case should be directed to the Prosecutor's Office.

B. Goals and objectives of this Memorandum of Understanding.

In furtherance of the purposes of the MOU, the subscribers hereto agree to the following goals and objectives:

Goal: To minimize trauma to victims of child abuse and neglect.

Objective: To conduct joint WCDJFS/Law Enforcement investigations of all cases of suspected child abuse and neglect.

Objective: To provide support services to all alleged victims of child abuse and neglect.

Objective: The number of interviews of alleged child victims shall be kept to a minimum and shall be conducted by persons trained in forensic interviewing of child abuse and neglect cases.

Goal: To pursue the highest level of criminal action as the law permits in all cases of child sexual abuse, severe physical abuse and child fatalities.

Objective: To conduct thorough forensic investigations of all suspected cases.

Objective: To consult with the prosecutor to determine the proper charge after a reported suspected sexual abuse, physical abuse, or child fatality has been investigated.

Objective: To prepare victims of child sexual abuse or child physical abuse to testify in court through victim assistance programs and appropriate counseling.

Goal: To protect the alleged child victim from further abuse or neglect.

Objective: To remove children at the earliest opportunity from environments that pose a risk to the immediate safety and well-being of the child.

Objective: To consult with the prosecutor immediately before and after emergency removal of a child or upon a report of suspected sexual abuse or physical abuse when the immediate safety and well-being of the child is in question.

Objective: In cases where the immediate removal of a child is deemed necessary for the safety and wellbeing of the child, to immediately contact the juvenile court requesting an order for the ex parte removal of the child.

Objective: To pursue juvenile court actions for the future protection of the child through temporary custody, protective supervision, permanent custody, or other dispositional alternatives.

C. Authority.

This MOU is intended to comply with the requirement of Ohio Revised Code Section 2151.421 requiring that various agencies and professionals intervene when there is reason to believe that children are being abused or neglected or at risk of being abused or neglected, and requiring that a child abuse and neglect memorandum of understanding be created which outlines the roles and responsibilities of county agencies and organizations responsible for the protection of children.

D. Mandated Reporters.

Reports of suspected child abuse or neglect may be received from mandated reporters pursuant to Ohio Revised Code Section 2151.421, or from voluntary reporters. Mandated reporters include the following:

- Attorney;
- Health Care Professional as defined in R.C. 2151.421 (O)(2);

- Practitioner of a limited branch of medicine as specified in section 4731.15 of the Revised Code;
- Licensed School Psychologist;
- Coroner;
- Administrator or employee of a child day-care center;
- Administrator or employee of a residential camp, child day camp, or private, nonprofit therapeutic wilderness camp;
- Administrator or employee of a certified child-care agency or other public or private children services agency;
- School teacher, school employee or school authority;
- Peace officer, including sheriff, deputy sheriff, constable, police officer of a township or joint police district, marshal, deputy marshal, municipal (city or village) police officer, or a state highway patrol trooper;
- Person, other than a cleric, rendering spiritual treatment through prayer in accordance with the tenets of a well-recognized religion;
- Independent marriage and family therapist or marriage and family therapist;
- Agent of a county humane society;
- Employee of a county department of job and family services who is a professional and who works with children and families;
- Superintendent or regional administrator employed by the department of youth services;
- Superintendent, board member, or employee of a county board of developmental disabilities;
- Investigative agent contracted with by a county board of developmental disabilities;
- Employee of the department of developmental disabilities;
- Employee of a facility or home that provides respite care in accordance with section 5123.171 of the Revised Code;
- Employee of a qualified organization as defined in section 2151.90 of the Revised Code;
- Employee of an entity that provides homemaker services;
- A host family as defined in section 2151.90 of the Revised Code; A foster caregiver;
- A person performing the duties of an assessor pursuant to Chapter 3107 or 5103 of the Revised Code;
- A third party employed by a PCSA to assist in providing child or family related services;
- Court appointed special advocate;
- Guardian ad Litem.

Voluntary reporters may include any person suspecting child abuse or neglect.

A "report" includes information that a child under 18 years of age, or a person under 21 years of age with a developmental disability or physical impairment, has suffered or faces a threat of suffering any physical or mental wound, injury, disability, or other condition of a nature that reasonably indicates abuse or neglect, as well as information concerning individuals who aid, abet,

induce, cause, encourage, or contribute to a child or a ward of the court in becoming a dependent, neglected, unruly, or delinquent child or to leave the custody of any person, department, or public or private institution without the legal consent of the person authorized to give consent, or missing children.

The "reporter," is the person who contacts either WCDJFS or Law Enforcement to make a report as defined above. If Law Enforcement relays the report to WCDJFS, Law Enforcement shall be primary reporter. WCDJFS shall use its discretion, with input from the supervisor and/or the Prosecutor's Officer if the primary reporter shall be contacted.

E. Immunity from liability for reporting alleged child abuse and neglect.

Any mandated reporter listed above who, while acting in his/her official or professional capacity, participates in the making of reports of known or suspected child abuse or child neglect under Ohio Revised Code Section 2151.421 shall be immune from any civil or criminal liability for injury, death, or loss to person or property that might otherwise be incurred or imposed as a result of making such a report. Anyone, or any hospital, institution, school, health department, or agency which participates in good faith in the making of reports of known or suspected child abuse or neglect under section 2151.421(B), or anyone who participates in good faith in a judicial proceeding resulting from such a report, shall be immune from any civil or criminal liability for injury, death or loss to person or property that might otherwise be incurred or imposed as a result of the making of the report or the participation in the judicial proceeding. (2151.421(H)(1)(a))

F. Confidentiality of the report and of the identity of the reporter.

By virtue of Ohio Revised Code Section 2151.421(I)(1), a report made under R.C. 2151.421 is confidential, except as provided by Ohio law. In addition, the identity of any person making a report of suspected child abuse or neglect is confidential, whether reported by a private citizen or by a person required to report suspected child abuse or neglect. Law Enforcement shall provide WCDJFS with the reporter's information in every case when Law Enforcement is conducting an investigation of either a report of child abuse or neglect, or that a person has violated R.C. 2921.14. WCDJFS shall provide Law Enforcement with the reporter's information, but shall remind Law Enforcement to note the confidentiality of that person's name and information in Law Enforcement's report. WCDJFS reports on suspected child abuse or neglect are confidential and shall not be released by Law Enforcement to third parties unless approved by the Prosecutor in accordance with applicable Ohio law. The unauthorized dissemination of the contents of any report or the reporter's information is a criminal violation of law under R.C. 2151.421 & 2151.99, and shall be reported to the City Director of Law.

G. Making a false report.

A person who knowingly makes or causes another person to make a false report under O.R.C.

2151.421 that alleges that any person has committed an act or omission that resulted in a child being an abused or neglected is guilty of a violation of O.R.C. 2921.14. In the event that WCDJFS finds reasonable cause to believe that a report is false, WCDJFS shall refer the matter to the Law Enforcement agency with jurisdiction, and the City Law Director, to investigate and prosecute such false report.

H. Penalty for failure to report.

In accordance with Ohio Revised Code Section 2151.99 when any person acting in his official or professional capacity, except any attorney or a physician subject to section 2151.421(A)(2), is mandated to immediately report suspected or known child abuse or neglect and recklessly fails to do so the Department of Job and Family Services shall give written notification of such failure to report to the county prosecutor or City Director of Law. A copy of the written notification shall be retained in the case record. Failing to report child abuse and neglect by a mandated reporter as required by 2151.421, is a misdemeanor of the fourth degree.

L. General reporting procedures.

A "report" includes information that a child under 18 years of age, or a person under 21 years of age with a developmental disability or physical impairment, has suffered or faces a threat of suffering any physical or mental wound, injury, disability, or other condition of a nature that reasonably indicates abuse or neglect, as well as information concerning individuals who aid, abet, induce, cause, encourage, or contribute to a child or a ward of the court in becoming a dependent, neglected, unruly, or delinquent child or to leave the custody of any person, department, or public or private institution without the legal consent of the person authorized to give consent, or missing children.

The "reporter" is the person who contacts either WCDJFS or Law Enforcement to make a report as defined above. If Law Enforcement relays the report to WCDJFS, Law Enforcement shall be a primary reporter.

Any person wishing to make a report of child abuse or neglect may do so by telephone, writing or visiting the Williams County Department of Job & Family services (WCDJFS) at 117 W. Butler St., Bryan, OH 43506, phone# 419-636-6725. Reports shall also be received through the dispatch at the Central Communications/Sheriff's Office at 419-636-3151. The dispatcher will transfer the phone call directly to the WCDJFS worker that is on call during that period of time.

WCDJFS shall make direct contact with the reporter to avoid the problems relating to hearsay, including miscommunications and omissions. If the reporter is calling at the direction of someone else (for example, a nurse calling at a doctor's instruction), then WCDJFS shall make direct contact with that supervisor / other person as well. Law Enforcement may make similar contacts with the reporter and others to determine the facts of the allegations. WCDJFS and Law Enforcement shall share information.

Depending on the circumstances, the WCDJFS worker will determine the next step and act accordingly

after speaking with the back-up on call worker and supervisor or administrator.

The WCDJFS is responsible for investigating all reported cases of child abuse and neglect twenty-four hours a day, seven days a week. A municipal or county peace officer may also receive reports of alleged child abuse and neglect. Upon receipt of such report, the municipal or county peace officer must immediately refer the report to WCDJFS.

Joint investigations between Law Enforcement and WCDJFS shall be conducted when a criminal or delinquent act of child abuse or neglect has allegedly been committed against a child.

As required in 2151.421(K), the WCDJFS staff will immediately inform the mandated reporter they are entitled to make a reasonable number of requests for follow-up information concerning the investigation. *This release of information does not apply to a voluntary reporter.* The agency may choose to verify the reporter's identity prior to the release of any information. The information the reporter is entitled to receive upon request is whether the:

- (a) department has initiated an investigation of the report (or the reason the report has been screened out);
- (b) department is continuing to investigate the report;
- (c) department is otherwise involved with the child who is the subject of the report;
- (d) general status of the health and safety of the child who is the subject of the report;
- (e) report has resulted in the filing of a complaint in juvenile court or of criminal charges in another court.
- (f) investigation has been completed and the case closed.

The Chief of a Police Department may contact WCDJFS on behalf of the department even if the Chief was not the original reporter.

The person who receives the child abuse/neglect report from the mandatory reporter shall document in the initial child abuse/neglect report the reporter's name, address, phone and that the information required to be given was provided to the reporter.

Part II: SUBSCRIBERS TO THE CHILD ABUSE AND NEGLECT MEMORANDUM OF UNDERSTANDING

The subscribers to this plan are the:

1. Williams County Department of Job and Family Services;
2. Williams County Sheriff;
3. All Chiefs of Police in Williams County;
4. Williams County Prosecuting Attorney;
5. Misdemeanor Prosecutor;
6. Judge of the Williams County Common Pleas Court, Juvenile Division;
7. Williams County Humane Society;
8. Williams County Central Communications;

9. City of Bryan Dispatch.

Each subscriber shall train all employees who are or come to be employed in their respective offices on the procedures of this MOU.

Part III. GENERAL RESPONSIBILITIES AND PROCEDURES

Consistent with the goals, objectives, and the general operating principles outlined above, each subscriber will undertake the following operating responsibilities and procedures with regard to alleged cases of child abuse or neglect.

(A) RESPONSIBILITIES OF CHILDREN SERVICES (WCDJFS):

1. Accept complaints of child abuse and neglect 24 hours per day, 7 days per week. WCDJFS shall make direct contact with the reporter, so as to avoid the problems relating to hearsay, including miscommunications and omissions. The "reporter" of suspected child abuse or neglect is the person who contacts either WCDJFS or Law Enforcement. If the reporter is calling at the direction of someone else (for example, a nurse calling at a doctor's instruction), then WCDJFS shall make direct contact with that supervisor / other person as well. WCDJFS will use the "State Screening Guidelines" for determining if a report of suspected child abuse and/or neglect needs to be investigated by WCDJFS.
Within 24 hours, WCDJFS will provide the Law Enforcement agency with jurisdiction any information received that alleges any criminal conduct, regardless of whether WCDJFS screens in or screens out the case.
2. Initiate an investigation within one (1) hour of each emergency complaint (when it is determined that there is an imminent threat to the child's safety) or within twenty-four (24) hours of each non-emergency complaint. WCDJFS has twenty-four (24) hours to make a screening decision on non-emergency complaints.
3. Interview alleged child victims, principals of the case, collateral and witnesses as deemed necessary during the WCDJFS investigation in compliance with OAC 5180:2-36-01, in accordance with Section IV(A)(4) of this MOU,
4. WCDJFS may request the presence of Law Enforcement officers for the following non-exclusive reasons:
 - An exigent circumstance exists; provided, however, that as soon as reasonably possible WCDJFS shall notify Law Enforcement officers.
 - The worker must conduct a home visit after regular business hours and a Law Enforcement escort is requested as a standard operating procedure.
5. WCDJFS shall request the presence of Law Enforcement officers for the following non-exclusive reasons:

- The agency has a reasonable belief the child is in immediate danger of serious harm.
 - The agency has a reasonable belief a crime is being committed or has been committed.
 - The agency has a reasonable belief the worker is, or will be, in danger of harm during the course of the investigation.
 - The worker is removing a child from her/his family via an order of the court and the assistance of Law Enforcement is needed as the worker has reason to believe the family will challenge the removal.
 - The worker must conduct an assessment/investigation at a suspected drug house and a Law Enforcement escort is needed.
 - The worker is working with a client who has a propensity toward violence and the assistance of Law Enforcement is needed to ensure the safety of all involved.
 - The worker is working with a family that has historically threatened to do harm to the social worker.
6. Each report of child abuse or neglect shall be entered into SACWIS (State Automated Child Welfare Information System). WCDJFS staff will document everything related to an investigation, as required by the Children's Services Supervisor and WCDJFS protocol. In particular, WCDJFS staff will document any statements made by the alleged child victim, the alleged perpetrator, and any other person who has information relating to the child abuse or neglect. WCDJFS will document any evidence collected. WCDJFS will provide written preliminary reports of all investigations that allege criminal acts to the Law Enforcement agency where the criminal act occurred and the prosecutor's office by phone immediately, and, with respect to written documentation, within three days including all activity logs related to the investigation. This will occur on any case where WCDJFS has knowledge that the act could be investigated or prosecuted criminally, with or without a request for such reports or logs from the investigating officer or prosecutor. The prosecutor's office will determine whether the reports and logs are discoverable to the defense in the criminal case. The prosecutor's office can assist Law Enforcement with public records requests relating to any case. WCDJFS logs and reports must be kept strictly confidential when in the possession of Law Enforcement and others.
7. The Williams County Prosecuting Attorney, or City Law Director, as appropriate, shall be notified in writing by WCDJFS of any failure of a mandated reporter to report suspected abuse or neglect as required by ORC 2151.421 for purposes of review of the matter for criminal prosecution. Any unauthorized dissemination of confidential WCDJFS information discovered by the WCDJFS shall be reported in writing to the prosecuting attorney or City Law Director, as appropriate for purposes of review for criminal prosecution.
8. A Forensic Interviewer will interview the alleged child victim as outlined in Section IV(A), below. The methods to be used in interviewing will also comply with any applicable law or regulation.

WCDJFS will not interview the alleged child victim without parental consent, unless

one or more of the following exigent circumstances exists:

- There is credible information indicating the child is in immediate danger of serious harm.
 - There is credible information indicating that the child will be in immediate danger of serious harm upon return home from school or other locations away from their home.
 - There is credible information indicating that the child may be intimidated from discussing the alleged child abuse or neglect in their home.
 - The child requests to be interviewed at school or another location due to one of the circumstances listed above.
9. When conducting a joint assessment/investigation with Law Enforcement, WCDJFS will ensure the safety of the child and not compromise the child protective assessment/investigation while concurrently assisting Law Enforcement with the criminal investigation.
 10. WCDJFS staff may contact the County Prosecutor, even after-hours, when an investigation has revealed that a child has been sexually or seriously physically abused within the last 72 hours, or any other time after-hours as deemed necessary in the worker's opinion. Central Communications has the County Prosecutor's contact list.
 11. WCDJFS will refer and arrange for the medical examination of an alleged child victim, as provided in Section IV(A), below.

(B) RESPONSIBILITIES AND PROCEDURES FOR LAW ENFORCEMENT:

1. Law Enforcement Officers shall accept complaints, emergency and non-emergency, regarding child abuse and neglect from any source and contact the WCDJFS within 24 hours.

At the first moment that it is determined that a crime may have occurred against a child, including human trafficking, Law Enforcement will be responsible for the investigation of the crime, even if WCDJFS initiated the case. Law Enforcement is responsible for interviewing the alleged preparator, interviewing witnesses, collecting evidence, and doing all other investigative work for a criminal investigation. A certified forensic interviewer, will be responsible for interviewing the alleged child victim(s). If available, WCDJFS will be primarily responsible for interviewing alleged child victims, as set forth in Section IV(A), below.

2. Law Enforcement will investigate missing children and may access all pertinent information from WCDJFS concerning missing children that may be relevant.
3. Law Enforcement will assist WCDJFS with third party investigations when requested.
4. When necessary, Law Enforcement will exercise their duty to remove a child when there are reasonable grounds to believe that the child is at imminent risk of harm. Law Enforcement

must first contact the Prosecutor's Office and WCDJFS.

When conducting a joint assessment/investigation with WCDJFS, Law Enforcement will ensure the safety of the child and not compromise the child protective assessment/investigation while concurrently assisting WCDJFS.

5. Law Enforcement will contact the County Prosecutor's office, even after-hours, when an investigation has revealed that a child has been sexually or seriously physically abused (i.e., a felony-level offense) within the last 72 hours. Law Enforcement may also contact the appropriate Prosecutor's office, even after-hours, when the investigating officer questions whether the alleged perpetrator should be arrested or charged immediately. Law Enforcement may contact the appropriate Prosecutor's office during office hours regarding any procedural or legal issue, or after-hours as deemed necessary in the officer's opinion.

(C) RESPONSIBILITIES OF COUNTY PROSECUTING ATTORNEY

1. The Williams County Prosecuting Attorney is responsible for reporting information of suspected child abuse or neglect to WCDJFS.
2. The Prosecuting Attorney's office will provide legal advice and interpretation to WCDJFS and legal representation in Court on cases pertaining to child abuse or neglect.
3. The Prosecuting Attorney's office will assist WCDJFS and Law Enforcement in completion of investigation of child abuse or neglect cases and make appropriate determinations as to any adult felony or delinquent child charging decisions.

(D) RESPONSIBILITIES OF MISDEMEANOR PROSECUTOR

The Misdemeanor Prosecutor will assist WCDJFS and Law Enforcement in completion of cases pertaining to investigations of adult misdemeanor child abuse or neglect cases and make appropriate determinations as to any adult misdemeanor charging decisions.

Part IV. PROCEDURES IN SPECIFIED CIRCUMSTANCES.

(A) CRIMINAL INVESTIGATIONS OF CHILD ABUSE OR NEGLECT

1. THE INITIAL/ MINIMAL FACTS INTERVIEW OF THE ALLEGED CHILD VICTIM.

Alleged child victims will need to be questioned immediately in the field in order to assess the risk of imminent danger, and in order for Law Enforcement to know how to proceed with immediately collecting evidence and otherwise investigating. Once an initial/minimal facts interview is completed and it is determined that a criminal offense has been committed a Forensic Interview will be scheduled at a facility/forensic room where the interview can be record in conjunction with Law Enforcement.

However, especially when physical or sexual abuse has occurred recently, the alleged child victim will be interviewed immediately, in a safe environment, preferably in a forensic room, by a certified Forensic Interviewer, trained in interviewing child victims. The immediate interview is especially important where there may be evidence that will be lost or destroyed if not immediately collected by Law Enforcement.

Immediate questioning of alleged child victims, prior to a Forensic interview, will be a "Minimal Facts Interview." If the child volunteers detailed information, that information will be reported and, whenever possible, recorded, and the report will indicate the circumstances under which the child made the statements. If the child is not volunteering information, then leading questioning will be strictly avoided, except if necessary to determine the safety of a child.

As developmentally and otherwise appropriate, the Minimal Facts Interview may include:

1. What happened? (Where on the child's body did the touching take place and how was the child forced or coerced, for example)
2. Where did it happen? (Jurisdiction as well as where in the home, for example)
3. When did it happen? (Last time, first time, how often it occurred)
4. Who is the alleged perpetrator?
5. Are there witnesses or other victims?
6. What steps are necessary to ensure the safety of the child and other children?
7. Is immediate medical attention necessary?
8. Who is the custodian? Where do they live? Do not ask why the abuse occurred.

If in the judgment of the interviewer the expansion of the Minimal Facts Interview is necessary to protect the safety of the child, to locate evidence that may be quickly lost or destroyed, or to apprehend or arrest a suspect, then the interviewer may question the child further. All attempts will be made to ask non-leading questions of the child.

The Minimal Facts Interview will be audio-recorded whenever possible.

If there is no immediate threat to the child and the child is too sleepy or upset to complete even a Minimal Facts Interview, then an interviewer who is forensically trained will complete the interview with the child as soon as possible.

The interviewer will immediately report all relevant facts to the investigating Law Enforcement officer. Law Enforcement should use the facts gathered to collect evidence at the scene, obtain a search warrant, interview the perpetrator or witnesses, or conduct other investigation, as deemed appropriate.

The interviewer will immediately document the circumstances of the Minimal Facts Interview, the questions asked, the answers given, and the demeanor of the child at the time. The report will be shared with all parties who are investigating the complaint within 72 hours.

2. EVIDENCE COLLECTION AND MAINTENANCE.

Law Enforcement investigators will be responsible for the collection of evidence of a crime committed against a child, as well as the preservation and storage of that evidence. WCDJFS may collect evidence such as photographs, with documentation on its collection, and WCDJFS will provide copies of any such evidence, including photographs, to Law Enforcement as soon as possible. No evidence shall be destroyed except after a case is concluded and the Prosecutor's Office has approved the destruction, and in accordance with all other laws and public records policies.

3. THE FULL INTERVIEW OF THE ALLEGED CHILD VICTIM.

A Forensic Interviewer shall be utilized in interviews of an alleged child victim of child abuse or neglect where the custodian resides in Williams County, or that occurred elsewhere if the child resides here, in consultation with any other responsible jurisdiction. In the event that a Law Enforcement officer becomes aware during an independent investigation that a child is an alleged victim of child abuse or neglect that occurred in Williams County, the officer will contact WCDJFS to make a report to the correct jurisdiction to complete the Full Interview.

Except when deemed necessary for an investigator to complete a Minimal Facts Interview, every effort will be made during every investigation of alleged child abuse or neglect to subject the alleged child victim to only one interview concerning the facts and circumstances of the alleged abuse or neglect. Additional interviews may be necessary for purposes of psychological or medical evaluation, case evaluation and trial preparation by the Prosecuting Attorney or such other circumstances as may be approved by the Prosecuting Attorney in consultation with Law Enforcement and WCDJFS.

All alleged child victim interviews will be conducted by specially trained child abuse forensic interviewers. Interviewers will conform to accepted standards of best practices. Training may be the RATAC forensic interview protocol, Beyond the Silence, or any other state-recognized training on forensic interviewing of child abuse victims.

The Full Interview of the alleged child victim will take place at a facility where the interview can be recorded, in conjunction with Law Enforcement, unless the best interests of the child indicate otherwise. WCDJFS will inform the appropriate Law Enforcement agency of all interviews at least four hours prior to the interview. If a properly trained Law Enforcement Officer conducts the interview, Law Enforcement will contact WCDJFS at least four hours prior to the interview. An investigator from the Law Enforcement Agency of jurisdiction, may observe the full interview when WCDJFS is conducting the interview. In all cases where criminal abuse or neglect is indicated, the interview of the child will be audio/video recorded. Sexual abuse as well as physical abuse interviews will be audio/video recorded. All conversation with the child will be recorded. As soon as the child and interviewer start a conversation, the conversation will be recorded, even if they begin by talking about unrelated issues. No questioning related to the abuse will occur without recording.

If the alleged child victim has difficulty verbalizing any information as it relates to the investigation,

the interviewer may choose to introduce the anatomically correct dolls, puppets and/or anatomical drawings as tools to aid in gathering the necessary investigative information. These tools will be utilized as appropriate to the child's developmental age and understanding.

In those cases where the alleged child victim is non-verbal, the interviewer will view and assess the child's condition and document any observations made regarding the child:

After the Full Interview, the interviewer will immediately provide all relevant facts to the investigating Law Enforcement officer, even if the recording or transcript will not be ready for release for several days. Law Enforcement may use the facts gathered to collect evidence at the scene, obtain a search warrant, interview the perpetrator or witnesses, or conduct other investigation, as deemed appropriate.

Law Enforcement should immediately move forward with an investigation when the facts of the case allow. Law Enforcement should not wait for a transcript of an interview of an alleged child victim to proceed in an investigation. If Law Enforcement cannot proceed without a transcript, then this fact should be reported to WCDJFS, and the prosecutor's office, in which case WCDJFS shall expedite the transcript to be completed as soon as possible.

4. INTERVIEW OF ALLEGED PERPETRATOR AND OTHER WITNESSES.

If it is suspected that a crime has occurred against a child, Law Enforcement will be responsible for locating and interviewing the alleged perpetrator. WCDJFS staff may, with the approval of Law Enforcement or the Prosecutor, interview the perpetrator if necessary to determine the safety of a child; however, Law Enforcement will attempt to complete an independent interview of the alleged perpetrator. Law Enforcement shall inform the Social Worker, at least four hours in advance, of the interview to allow the Social Worker to be present during the interview. Every effort should be made to obtain a detailed recorded or written statement, whether the statements are made to Law Enforcement or WCDJFS workers.

Law Enforcement will be responsible for locating and interviewing the reporter, any non-offending caregiver of the child, and any other witnesses who have information on the crime. Every effort should be made to obtain a detailed recorded or written statement, whether the statements are made to Law Enforcement or WCDJFS workers.

WCDJFS workers will immediately document any statements made by any person that is relevant to any criminal investigation committed against a child.

5. MEDICAL RESPONSE.

Unless a specially trained medical professional deems it unnecessary, any child who has allegedly been subjected to any kind of sexual abuse or felony-level physical abuse will receive a medical assessment, regardless of the time frame of abuse. This medical assessment will include a child's medical history with a review of symptoms and a comprehensive and developmentally age-appropriate physical examination, assessing the child as a whole.

In the case of acute sexual or physical assault, with the last suspected incident occurring less than or equal to 72 hours, the child victim will be evaluated by a SANE medical personnel or physician on duty immediately. If a local SANE nurse *is* not available within a reasonable amount of time, the victim will be referred to a facility in Toledo or an alternate location. A victim advocate from Victim Assistance will be contacted in this event. The exam is required to be completed by a certified Pediatric SANE Nurse.

(B) DOMESTIC VIOLENCE

In cases of domestic violence where children are present at the conflict scene or are the suspected victim of domestic violence, Law Enforcement officials shall report to WCDJFS as a child abuse/neglect report and continue to follow the Recommended Response to Domestic Violence Protocol. When deemed necessary and appropriate, the victim advocate, available through Victim Assistance, will be contacted to provide support and assistance to the child and family.

(C) HANDLING AND COORDINATING INVESTIGATIONS INVOLVING ALLEGATIONS OF CHILD ABUSE OR NEGLECT IN OUT-OF-HOME CARE:

An out-of-home care setting includes the following homes, agencies, and facilities as defined in 5180:2-1-01: a detention facility, shelter facility, foster home, pre-finalized adoptive placement, certified foster home, approved foster care organization, certified organization, child care center, type A family day-care home, type B family day-care home, group home institution, state institution, residential facility, residential care facility, residential camp, day camp, hospital, medical clinic, children's residential center, public or nonpublic school, or respite home that is responsible for the care, physical custody, or control of a child.

When a report of child abuse or neglect in an out-of-home care setting is made, the appropriate Law Enforcement agency shall assist the WCDJFS if a principal named in the report poses a conflict of interest for WCDJFS and another JFS will not do a courtesy interview. If entry to the out-of-home care setting is denied, WCDJFS shall seek a court order to gain access to the child. The Department of Job and Family Services will immediately contact the out-of-home care setting administrative Officer, director or other chief administrative officer in order to share information regarding the report and the investigative activities that will follow. If the out of home care setting is an institution, facility, or family foster home licensed or certified by the Ohio Department of Job and Family Services and operated or supervised by the Williams County Department of Job and Family Services, the procedures for a third-party investigation shall be followed. WCDJFS shall follow the requirements of OAC 5180:2-36-04 pertaining to investigations of alleged child abuse and neglect in an out-of-home care setting.

(D) HANDLING AND COORDINATING THIRD-PARTY INVESTIGATIONS.

The Williams County Department of Job and Family Services shall conduct a third-party investigation, in accordance with OAC 5180:2-36-08, when the following parties are involved as principals:

- any employee of an institution or facility that is licensed or certified by ODJFS or another state agency and supervised by the WCDJFS;
- a foster caregiver or pre-finalized adoptive parent that is licensed, certified or approved by ODJFS or supervised by the WCDJFS;
- a type B family day care home certified by a county Department of Job and Family Services (CDJFS) that has assumed the powers and duties of the county children services function defined in Chapter 5153. of the Revised Code;
- any employee or agent of ODJFS or the WCDJFS as defined in Chapter 5153. of the Revised Code
- any authorized person representing ODJFS or WCDJFS who provides services for payment or as a volunteer.
- any time a PCSA determines that a conflict of interest exists.

When the need for a third-party investigation has been determined, the Children Services unit of the WCDJFS shall request a joint investigation be conducted with the appropriate Law Enforcement agency. The request shall be made verbally within twenty-four hours from acknowledgement of the need for such an investigation and followed by a written report within three (3) working days. Upon completion of its investigation, the Law Enforcement agency shall provide a written report of its findings to WCDJFS within three (3) working days. In instances where Law Enforcement declines to assist WCDJFS, the Prosecutor's Office shall be contacted for assistance.

(E) HANDLING AND COORDINATING INVESTIGATIONS INVOLVING CASES OF A MISSING CHILD.

When a Law Enforcement agency is informed that a minor is, or may be a missing child, and the person providing the information wishes to file a missing child report, the Law Enforcement agency shall take prompt action to locate the missing child.

A missing child is defined as a minor person, under 18 years of age, who is alleged to have either runaway from or is otherwise missing from the home of, or the care, custody, and control of his parents, custodial parent, guardian, legal custodian, or person having responsibility for the minor, or is missing and about whom there is reason to believe he could be the victim of a violation of section 2905.01, 2905.02, 2905.03, 2905.05 or 2919.23 of the Ohio Revised Code.

The Law Enforcement agency may notify additional Law Enforcement agencies and the Williams County Department of Job and Family Services about the case, request its assistance or cooperation in the case, and provide it with relevant information. Upon request from the Law Enforcement agency, WCDJFS shall grant the Law Enforcement agency access to all information concerning the missing child that the department possesses that may be relevant to the investigation of the missing child report. The information obtained by the Law Enforcement agency shall be used only to further the investigation in locating the missing child.

(F) HANDLING AND COORDINATING INVESTIGATIONS INVOLVING THE DEATH OF A CHILD WHICH MAY HAVE RESULTED FROM CHILD ABUSE OR NEGLECT.

The appropriate Law Enforcement agency shall investigate any death of a child which may have resulted from child abuse or neglect. When the WCDJFS receives a report of a death of a child which may have resulted from child abuse or neglect, the agency shall notify the appropriate Law Enforcement agency within one hour. In addition, the agency shall notify the ODJFS by data entry into the Ohio SACWIS system. WCDJFS shall follow the procedures in OAC 5180:2-42-89. The normal Law Enforcement procedures for investigating any death of an unknown nature shall be followed. A joint investigation with WCDJFS, Children Services unit, shall be conducted as determined by the Law Enforcement agency, WCDJFS and County Prosecuting Attorney. The WCDJFS shall release all relevant information to the investigating Law Enforcement agency unless disclosure is otherwise prohibited by law or regulation and maintain documentation of the completed investigative activities in the case record. Questions of ability to release information shall be directed to the Williams County Prosecuting Attorney's office.

(G) HANDLING AND COORDINATING INVESTIGATIONS INVOLVING CASES OF ALLEGED WITHHOLDING OF MEDICALLY INDICATED TREATMENT FROM DISABLED INFANTS WITH LIFE THREATENING CONDITIONS.

The Williams County Department of Job and Family Services shall receive, and investigate, reports of cases of alleged withholding of appropriate nutrition, hydration, medication or medically indicated treatment from disabled infants, in accordance with the rule and procedures set forth in OAC 5180:2-36-07. Withholding of medically indicated treatment, which may constitute neglect of a child, is the failure to respond to the disabled infant's life-threatening conditions by providing treatment (including appropriate nutrition, hydration and medication) which, in the treating physician's reasonable medical judgment, will be most likely to be effective in ameliorating or correcting all such conditions. The term does not include the failure to provide treatment to an infant when the infant is chronically and irreversibly comatose; the provision of such treatment would merely prolong dying, not be effective in ameliorating or correcting all of the infant's life-threatening conditions, otherwise be futile in terms of the infant's survival; the provision of such treatment would be virtually futile in terms of the survival of the infant and the treatment itself under such circumstances would be inhumane. WCDJFS may seek the assistance of a qualified medical consultant to evaluate the child's medical information to determine if the disabled infant is a neglected child as defined in division (A)(3) of section 2151.03 of the Revised Code. If determined necessary and appropriate, Law Enforcement will be notified and participate in the investigative process. Information gathered and maintained information pertaining to a case of this nature includes: Name, address and telephone number, title of the facility's contact person, and name of contact person of each appropriate health care facility within its jurisdiction. WCDJFS will also maintain the name and chairperson of the health care facilities' review committee, if a committee exists.

Agency procedure for intervening in cases involving alleged withholding of medically indicated treatment is to: 1) discuss intake with CPS Director, Administrator, and/or Supervisor and 2) immediately contact Williams Co. Prosecutor's office for legal instructions.

(H) REMOVAL AND PLACEMENT OF CHILDREN ON AN EMERGENCY AND NON-EMERGENCY BASIS.

Emergency removal of a child shall be considered necessary when the child is at imminent risk and

in need of protection from further abuse or neglect, as outlined in OAC 5180:2-39-01. WCDJFS shall be notified immediately and assure that Law Enforcement is present during the removal of a child from the home. WCDJFS will arrange placement for the child, exploring relative placement first. A LEADS check, SACWIS search, drug screens, a sight and safety inspection of the home and a formal safety plan will all be completed for all adults in the kinship home prior to any emergency placement. If no kinship placements are available or determined suitable, the child will be placed in the least-restrictive, most family-like setting available to meet the child's needs.

WCDJFS must determine if the risk of harm to the child, if child remains in child's home, is greater than the risk of harm to the child if child is removed from the home; the potential for serious physical or emotional harm the child may suffer if child remains in child's home; the likelihood that such harm will occur and the extent to which the risk can be alleviated by the provision of supportive services; and the emotional trauma or other harm the child may suffer if child is removed from the home. All non-emergency situations shall be referred to WCDJFS for investigation and further case decision making.

Law Enforcement personnel shall assist the WCDJFS workers in the enforcement of court orders, emergency or non-emergency, for the removal of children. All ex-parte emergency removals must be approved by the Judge of the Common Pleas Court, Juvenile Division or a person designated by the Judge to authorize the removal. The Judge may be contacted through Central Communications.

As questions often arise as to the urgency of any given report, the following guidelines have been developed to better define what is considered an emergency for WCDJFS.

Please note that these are only guidelines and are not inclusive of all emergency situations.

GUIDELINES TO DETERMINE WHETHER A CHILD IS IN IMMEDIATE DANGER

Supervision

No caretaker available for the child who is under the age of eighteen (18) years for an extended period of time.

No caretaker willing to care for the child.

Caretaker unable to care for the child due to condition (i.e., intoxication, substance abuse, physical disabilities, psychotic behaviors) and neighbor/friend or relatives not available.

Child abandoned.

Conditions of the Home

The outside temperature is below forty-five degrees (45°) F and family has no heat or available refuge.

Broken windows, jagged edges of glass in the home.

Exposed electrical wiring.

Bathroom facilities are not in working order.

Holes in the roof where rain or snow may enter.

Garbage and/or feces in the home posing a health hazard.

Rats and other organisms in the home posing a health risk

Family does not have access to food and/or water.

Extreme wet and/or dry clutter.

Evidence of drug abuse

Please note: Usually more than one condition of the home must be present in order to warrant an immediate response.

Conditions or injuries to the Child

Child injured and caretaker unable to explain how the injury occurred.

Location or type of injury suggests abuse, yet caretaker's explanation is not consistent and/or conflicts with the injury.

Child's explanation of injuries conflicts with caretaker's explanation.

Child is seriously ill and caretaker will not arrange for medical examination (or will not allow you to do so.)

Type of injury suggests an intention to harm the child (i.e., burn on infant's buttocks, whip marks.)

Complaints of children or adolescents that are suicidal (calls should involve mental health professional) and the parents refuse treatment.

Self-referrals from caretakers who state they are incapable to cope, feel they may hurt or kill their children, or desire the child's removal or placement away from the home.

Child's condition indicates "non-organic failure to thrive". The effects of extreme deprivation can be seen in the medical syndrome "non-organic failure to thrive". Failure to thrive is a condition in which children show a marked retardation or cessation of growth. On a normal growth chart, failure to thrive children fall below the third percentile.

Sexual Abuse

Child was raped by related adult, non-related adult or juvenile and the caretaker did not attempt to protect the child. (NOTE: Once a disclosure of sexual abuse has occurred or physical findings, the child should not have contact with the alleged perpetrator.)

Child gives any information that medical evidence may be present; a medical exam should be arranged immediately.

Caretaker refused medical attention for sexual abuse victim.

(H) PREPARING, PRESENTING AND REFERRING CASES FOR COURT ACTION.

Upon completion of its investigation or at any time during the investigation process, WCDJFS and/or Law Enforcement agency shall consult with the Williams County Prosecuting Attorney or the Misdemeanor Prosecutor, as appropriate, for evaluation of appropriate legal action. A written report of the investigation will be provided to the prosecutor to aid in the decision. The prosecuting attorney, in consultation with the Department of Job and Family Services, and appropriate Law Enforcement agency, shall determine the need for legal action for the future protection of the child, and regarding criminal prosecution of any perpetrator of abuse or neglect of a child. In the event the county prosecuting attorney determines that felony prosecution is not appropriate or supported by the evidence, a referral shall be made to the City Law Director for evaluation of the case for misdemeanor criminal prosecution.

The County Prosecuting Attorney shall evaluate all cases reported concerning unauthorized dissemination of information and failure to report alleged child abuse or neglect by a mandated reporter as to the appropriateness of criminal prosecution, and if prosecution is deemed appropriate, refer the matter for prosecution to the City Law Director for that attorney's evaluation and appropriate action.

(I) ALLEGATIONS OF CONTRIBUTING TO THE DEPENDENCY, NEGLECT, UNRULINESS, OR DELINQUENCY OF A CHILD.

In the event that a mandated subscriber receives a report that an individual has allegedly aided, abetted, induced, caused, encouraged or contributed to a child or a ward of the juvenile court becoming dependent, neglected, unruly or delinquent; or leaving the custody of any person, department, or public or private institution without the legal consent of that person, department, or institution, the mandated subscriber will immediately notify the appropriate Law Enforcement agency who will evaluate the case for appropriate legal action. If applicable, cases shall be referred to the Williams County Prosecuting Attorney or the City Prosecutor for evaluation and prosecution.

(J) PROCEDURES FOR THE DEATH OF A CHILD IN THE CUSTODY OF THE AGENCY:

In the event of the death of a child in the custody of WCDJFS, all procedures will be followed as written in ORC 5180:2-42-89. When the death of a child is the result of suspected child abuse or neglect, a joint

investigation with WCDJFS and Law Enforcement will be initiated.

(K) PROCEDURES FOR MAINTAINING OPERATION FOR RECEIVING AND INVESTIGATING CHILD ABUSE AND/OR NEGLECT REPORTS IN THE EVENT OF A DISASTER.

See attached "Disaster Plan"

(L) AMENDMENTS TO THE MEMORANDUM OF UNDERSTANDING.

Occurrence of the following conditions requires an amendment to the County Plan:

1. Any changes made in operating responsibilities or procedures of mandated subscribers that relates to child abuse and neglect.
2. Replacement of a mandated subscriber through election or appointment.
3. WCDJFS shall submit a written copy of any amendment to the MOU to the appropriate ODJFS field office within ninety days of the amendment.

Williams County Commissioners

Scott Lirot

Bartley E. Westfall

Terry N. Rummel

SUBSCRIBERS:

Karen K. Gallagher

Judge of the Williams County Common Pleas Court, Juvenile & Probate Division

Katherine J. Zartman

Williams County Prosecuting Attorney

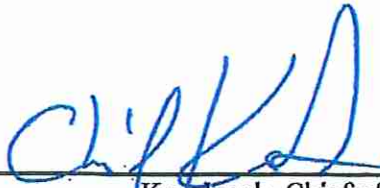
Robert Bohmer

Williams County Misdemeanor Prosecutor

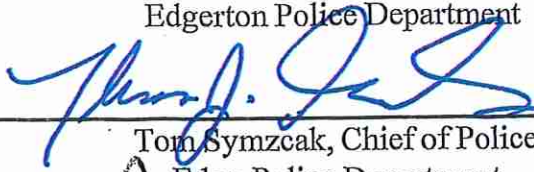
Christie Roan

Director, Williams County Department of Job and Family Services

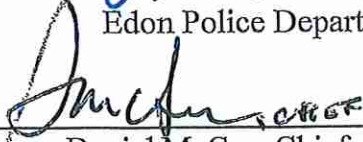
Gregory Ruskey, Chief of Police
Bryan Police Department



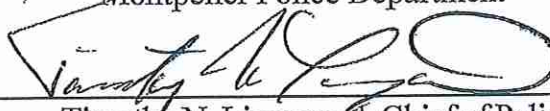
Ken Jacob, Chief of Police
Edgerton Police Department



Tom Symczak, Chief of Police
Edon Police Department



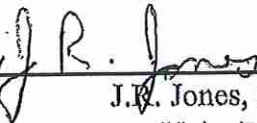
Daniel McGee, Chief of Police
Montpelier Police Department



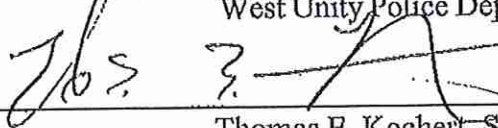
Timothy N. Livengood, Chief of Police
Pioneer Police Department



Steven Mendez, Chief of Police
Stryker Police Department



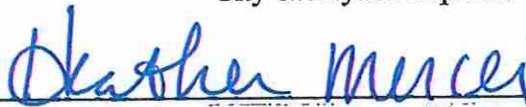
J.R. Jones, Chief of Police
West Unity Police Department



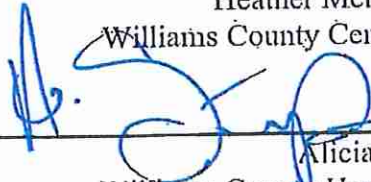
Thomas E. Kochert, Sheriff
Williams County

Alexandra Smith

Alex Smith
City of Bryan Dispatch



Heather Mercer, Director
Williams County Central Communications



Alicia Strup
Williams County Humane Society Director