Description	Williams County Commissioners' Regular Session #41	
Date	Thursday, June 25, 2026	
Time	Speaker	Note
9:07:19 AM	SL	We will bring the meeting to order and begin with the Pledge, please.
9:07:24 AM	Pledge	All present recited the Pledge of Allegiance.
9:07:40 AM	Roll Call	TR: Here; BW: Present; SL: Here; Quorum is met.
9:07:53 AM	BW	BW: I would like to make a Motion to go into Executive Session under Ohio Revised Code 121.22(G)(1) for employment purposes, requested by Commissioner Rummel and ask Vond to stay in here with us; TR: I will second that; Roll Call: TR: Yes; BW: Yes; SL: Yes; Motion Carried.
9:36:21 AM	SL	Okay we are out of Executive Session with NO DECISION.
9:36:33 AM	Resolution 318	Approving Minutes from Regular Session on June 9, 2026; BW: Motion; TR: Second; Roll Call: TR: Yes; BW: Yes; SL: Yes; Motion Carried.
9:37:30 AM	Resolution 319	Approve Agenda as Presented; BW: Motion; TR: Second; Roll Call: TR: Yes; BW: Yes; SL: Yes; Motion Carried.
9:38:06 AM	Resolution 320	Approving Payment of Bills; BW: Motion; TR: Second; Roll Call: TR: Yes; BW: Yes; SL: Yes; Motion Carried.
9:38:45 AM	Resolution 321	Supplemental Appropriation(s) on behalf of Airport Authority, Commissioners, Hillside, Common Pleas Court, Juvenile Division, Engineer's Office, EMS, Hillside and JFS; BW: Motion; TR: Second; Roll Call: TR: Yes; BW: Yes; SL: Yes; Motion Carried.
9:39:48 AM	Resolution 322	Entering into an Agreement for Services between The Joint District Juvenile Detention Board of Champaign, Delaware, Madison, Logan and Union Counties, DBA Central Ohio Youth Center Community Residential Center and Williams County Juvenile Court; BW: Motion; TR: Second; Roll Call: TR: Yes; BW: Yes; SL: Yes; Motion Carried.
9:41:11 AM	Resolution 323	Resolution Requesting Certification from County Auditor Pursuant to Ohio Revised Code Section 5703.03 regarding the OSU renewal levy; BW: Motion; TR: Second; Roll Call: TR: Yes; BW: Yes; SL: Yes; Motion Carried.
9:42:07 AM	Discussion	BW: Is it next year they're implementing where there will be no more renewals and it would have to be new levies? That doesn't affect this year? VH: It does. It's effective now. BW: But they're asking for a renewal on this. That is my question. VH: Yeah, there's no replacements. BW: Oh, okay. VH: Yeah, renewals are okay. Replacements are not. SL: Replacements are working off of old money, renewals will bump that up to new appraisal values for them? VH: Just in reverse. BW: Just the opposite. Renewals stay where they're at. VH: Renewals are renewing what's in place. Replacement is, it pulls in new value. SL: So, we do renewals or replacements? VH: We do renewal. Replacements are not legal in Ohio. BW: So, instead of a renewal you have to

		apply for a new levy. VH: Correct. BW: Which will bump up the basis and change the valuations. VH: And, so everyone is aware versus not aware and all of the sudden they've got an increase that they didn't know about. BW: Thank you.
9:42:57 AM	Resolution 324	Accepting the Amounts and Rates as Determined by the Budget Commission and Authorizing the Necessary Tax Levies and Certifying them to the County Auditor; BW: Motion; TR: Second; Roll Call: TR: Yes; BW: Yes; SL: Yes; Motion Carried.
9:43:54 AM	Discussion	BW: This won't affect if we do something different with the Health Department? Or Department of Aging? VH: No. BW: Okay, it's not locking us in if we do a change on any of those?
9:44:07 AM	Resolution 325	Entering into a Waste Water Treatment Plant Easement Agreement for the site of the Exit One WWTP between Mid-Toll, Inc. and the Board of Williams County Commissioners; BW: Motion; TR: Second; Roll Call: TR: Yes; BW: Yes; SL: Yes; Motion Carried.
9:44:37 AM	Discussion	SL: Is that an easement going to the new place, or what is that Todd? Todd: Yeah, it's because of the development coming through their facility into our plant. And the other one is, in essence, the plant itself. Cody: Yeah, their development is going to knock out our driveway (inaudible) our plant. So, the developer's giving us an easement, a new easement (inaudible) through their property, basically using their driveway, coming off their driveway. SL: And then we kind of go off to the left to get to the sewer treatment, is that what that was? Cody: Yeah. And then, and then the other. Todd: There's two of them. Cody: That's the one. And the other one is with Mid-Toll. When that plant was originally set up in '96 and that agreement was originally set up, Mid-Toll was supposed to give the county an easement for the site of the wastewater treatment plant. Well, that never, it never came to pass. So, that's, this is part of that. Yeah, it's basically, the remainder of the property that the treatment plant is sitting on is now going to become the easement boundary for, for that plant. And as part of that, the new connections to the plant will have to be approved by Mid-Toll. I think they wanted to, they wanted to retain where that plant was originally set up to serve their development property, they wanted to retain that purpose, I guess. So, new, new connections are approved by them. Todd: That's the biggest part of that, is they gain control of it. They always had it in the original agreement, they had their ability to review, but it was never done as an easement. We have a couple plants that really never had easements around somebody else's private property. SL: Kind of like Norlick? Todd: So, same thing. But the big thing that you do need to know is what Cody just said, that they're, they're going to make sure that we're not going to use up the capacity of the plant for somebody outside of this development area. And then when they want to develop, have the burden or the cost to improve the plant, so that's really what they're looking at. Pretty smart move on their part. SL: I mean, give me a for instance. If somebody put a subdivision somewhere else. Todd: Unless (inaudible). Let's say we go north, north of 20, okay? And they

		want to develop that land. And there's been, I don't know, rumor, conversation, whatever. I'm not in those conversations. About developing that. If they want to come down and bring their sewer down to this plant and use up the capacity of the plant, changes are Mid-Toll's going to say no. BW: Sure, because they still have property they want to improve and they need to have the capacity for that purpose. Todd: So, if the townships or anybody are having a lot of conversation about development outside, they need to be aware that that's fine, but whoever it is may have to pay to improve the plant. SL: So, Mid-Toll's all good with the next one we're trying to put in up there at this point, right? BW: It's their development. I think it's their development. Cody: With the current development. Todd: The current one, yes. Yeah, yeah, yeah. They sold the land. They're selling the land to them. SL: Right. Todd: So, they want to be able to sell it know there's capacity at the plant. SL: Right. Makes sense. Todd: Sure it does. SL: Because they're on the edge anyway, aren't they? Todd: Yeah, the north, northwest corner of potential. SL: But I mean the sewage treatment plant is kind of at the point where, okay, can we put any more in there, so they know that it's going to have to be expanded on eventually. Todd: Yeah. And we've had conversation with them about, for example, if they go to put a hotel in. SL: It's too small. Todd: Too small. SL: Have they talked any more about moving that outlet downstream or is that okay at this point? Todd: I think that's future conversation and we would like to get, start getting maybe some preliminary work done on that so that we're prepared. It's, you know, like everything else it comes down to who's going to pay for it.
9:49:07 AM	Resolution 326	Entering into an Access Easement Agreement for Exit One WWTP between Agree Convenience No. 1, LLC. and the Board of Williams Commissioners.
9:49:32 AM	Discussion	BW: Will Mid-Toll have to sign off on this easement? Cody: Yes, the one
9:49:47 AM	BW	BW: The one we just signed will make them have to endorse this, right? Or sign off on it? I don't know how this. TR: Okay. SL: Are we asking for it and they're gonna grant it? Cody: Yeah (inaudible) on it. BW: So moved.
9:49:50 AM	TR	They're gonna grant it because it's on their ground and they're making money on the sale of the property. So, it's kind of a no brainer for them.
9:49:52 AM	Todd	They're the pusher of it.
9:49:55 AM	TR	Yeah, they're trying to make it go.
9:49:56 AM	BW	But again, they are going to have to sign off on this particular easement, or is that the other one?
9:49:59 AM	Todd	Yeah, the one is the new buyers. The other one is Mid-Toll.
9:50:08 AM	TR	I'll second that.
9:50:10 AM	Cody	Yeah, I think Mid-Toll signs the 7-11 access, well they, the access agreement, yeah, that property is already 7-11's.
9:50:18 AM	BW	Alright.

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9:50:20 AM	Roll Call	TR: Yes; BW: Yes; SL: Yes; Motion Carried.
9:50:49 AM	TR	I think it's noteworthy to say that it's great to see building going on up there, right? I mean, we're all about developing that area. If we could get, you know, more developments, more people using water, more people doing everything, it just helps the whole thing, except the capacity of sewer plant.
9:51:04 AM	SL	The TIF doesn't go beyond north 20 or north of 20, does it? So, if that area is somebody considering that, they might consider expanding the TIF as well?
9:51:17 AM	Todd	You could. You could.
9:51:21 AM	SL	I don't know why you wouldn't.
9:51:25 AM	Todd	It was proposed originally bigger and then the school brought it in. You know, which I understand.
9:51:31 AM	BW	I don't think you can expand an existing. You have to apply for a new one. Is that correct Vond?
9:51:33 AM	VH	That is correct.
9:51:36 AM	TR	And if something is.
9:51:37 AM	Todd	It's not an automatic, no.
9:51:39 AM	TR	If something is gonna be built up there we still can, when they start talking about this, this and this. Because it doesn't really cost the developer any more whether it's TIF or not. It just costs the school. But it helps us build infrastructure. So, kind of like what we did with Love's when Love's started coming in. Instantly we started saying hey, we need a TIF up there in order to pay for this infrastructure. So, we did them kind of all simultaneously. And I think that's what you would do with the Love's too. Is as soon as, or with the north area. As soon as somebody talking about building and it was kind of looked like yeah, it's gonna be a go, that you put a TIF in.
9:52:13 AM	Todd	Yeah, and I think as far as the school, and you know, I am not talking for the school, but if I was a school board member. You know, what I'm looking at is the burden on the school. So, if you tell me if you're gonna put a housing development in, I'd probably say no. Because now all of the sudden I'm gonna have more students, more responsibility, more costs. I'm not gonna give up my tax dollars. But if we're talking about another gas station.
9:52:40 AM	SL	But they can do a part, they can like still give to the school. Make an agreement that the school gets x amount, right?
9:52:48 AM	Todd	They could. Or the school could get less of a percentage.
9:52:51 AM	SL	The county could say yeah, we're gonna let our share go, but.
9:52:56 AM	Todd	Yeah. I don't know it well enough to really talk too much more on it than that.

9:53:05 AM	Resolution 327	Entering into a IV-E Contract between Job and Family Services and Richmeier Therapeutic Homes. BW: Motion; TR: Second. SL: For a month? AR: Yep. Roll Call: TR: Yes; BW: Yes; SL: Yes; Motion Carried.
9:53:36 AM	Discussion	TR: Let's send all those kids here. They're gonna rehab them quick. VH: Thirty days. BW: Yeah, we've got another one come July that's all. TR: Yeah, probably July 1. They want to just get us to July then the next one will come.
9:54:23 AM	Resolution 328	Entering into a IV-E Contract between Job and Family Services and Richmeier Therapeutic Homes; BW: Motion; TR: Second; Roll Call: TR: Yes; BW: Yes; SL: Yes; Motion Carried.
9:55:33 AM	Resolution 329	Entering into a IV-E Contract between Job and Family Services and Ohio MHAS-Eastway Corporation; BW: Motion; TR: Second. SL: For a month? AR: Yep. Roll Call: TR: Yes; BW: Yes; SL: Yes; Motion Carried.
9:56:07 AM	Conversation	BW: There must have been a gap in that other one. SL: The other one was kind of back dated, wasn't it? BW: The last contract probably expired. TR: It goes back to you never know what kid you're gonna get and you never know where they're gonna be placed or how long they're gonna be there. It's just they're. Bart, you wrote yes but you didn't sign. BW: Oh, I was going to the back one. TR: We're good.
9:56:47 AM	Resolution 330	Entering into an Addenda to IV-E Agreement between Job and Family Services and Ohio Teaching Family; BW: Motion; TR: Second; Roll Call: TR: Yes; BW: Yes; SL: Yes; Motion Carried.
9:57:23 AM	Conversation	BW: They must have used that one up, huh? SL: It takes a lot of money to take care of kids, doesn't it? BW: I thought they were expensive raising them. SL: Did you read that one? BW: No, but I will.
9:58:23 AM	Resolution 331	Entering into an Addenda to IV-E Agreement between Job and Family Services and The Village Network; BW: Motion; TR: Second; Roll Call: TR: Yes; BW: Yes; SL: Yes; Motion Carried.
9:59:09 AM	Conversation	BW: (Inaudible). SL: You guys just like watching. Cody: My boys, instead of white noise to go to sleep at night they have stories, like some guy, you know, telling stories in a very sleepy voice. It's kinda like that. It's relaxing. (Laughter). TR: Wow. We've been like insulted. Todd: (Inaudible) putting them to sleep. TR: I realize we're not very important people right here.
9:59:38 AM	Resolution 332	Entering into a Second Amendment to Technical Assistance Agreement – PY23 Lead Safe Ohio. BW: And that's a grant, correct? AR: Yes. BW: Motion; TR: Second; Roll Call: TR: Yes; BW: Yes; SL: Yes; Motion Carried.
10:00:45 AM	Resolution 333	Entering into an Updated Real Estate Purchase Agreement between Williams County and Crossed Rifles, LLC; BW: Motion; TR: Second; BW: They finally can pass clear title so we (inaudible). SL; Yeah, they tried to gauge us for twenty grand. Roll Call: TR: Yes; BW: Yes; SL: Yes; Motion Carried.
10:03:22 AM	Conversation	SL: Does it have the purchase price in here? BW: Yeah. AR: It's 80,000. BW: And the addendum cleans up the legal description which was pretty vague. TR:

		I think I screwed that up. Can you white that out? AR: Yep. SL: Why does this one say seller on this side? AR: I didn't add that line. SL: Oh. AR: There's a lot of things on this one. (Laughter). SL: You didn't do that one. TR: Do over. AR: Just shimmy it on over here. SL: Do you need more white out? (Laughter). BW: That was an easy fix. AR: I moved it clear to the end so you can't see it. SL: Oh, there you go. AR: Terry will have to just sign on a blank space. SL: (Inaudible) used to that. (Laughter). SL: Just for the record Rummel. There's trees around that crick right there. Expect them to stay there. TR: Alright, no problem. TR: You have three more papers Scott. You're pacing it. Todd: I've got one more in there. AR: It's next. SL: He's paying attention.
10:04:13 AM	Resolution 334	Entering into a Consultant Agreement regarding the roundabout at County Road 13 and G between Williams County Board of County Commissioners acting by and through the Williams County Engineer's Office and the Mannik & Smith Group; BW: Motion; TR: Second; Roll Call: TR: Yes; BW: Yes; SL: Yes; Motion Carried.
10:04:53 AM	Discussion	SL: Have you had any pushback on that? Have you had anybody say that's a great idea? Todd: Yeah. SL: The state? Besides the state? Todd: I think people that are familiar with them appreciate it. I think it's an understanding issue. Understanding how they work. BW: Getting this first one and I think as more and more are out there we will get used to using them all around. SL: It's not your turn Terry. AR: There's another one coming. TR: Hurry up Scott. SL: I was waiting on you to say okay. TR: That page you're reprinting I assume, right? Lots of white out. Maybe all three signed it wrong. AR: This one is. TR: It's seller, it says seller on that right side. AR: Yep. SL: Scott started and we just followed suit after you said we were wrong. And then you even drew a line under it for me to sign. AR: We'll get it.
10:06:19 AM	Resolution 335	Entering into an IT Services Agreement between the Williams County Board of County Commissioners, acting by and through the Williams County IT Department and Maumee Valley Planning Organization; BW: Motion; TR: Second; Roll Call: TR: Yes; BW: Yes; SL: Is this, are they paying for that? TR: They are paying for that. At about 20,000 if I remember right. Yes; Motion Carried.
10:06:58 AM	Discussion	BW: This may be the first. TR: I'm very happy that our IT department is offering to help other folks. I think we're really pretty well staffed and knowledgeable. So, and I think next we'll start charging the engineer's office, since Todd's over here snickering. SL: You mean we don't now? TR: Yeah, that's just, I'll make a motion we start charging. (Laughter). TR; That's what you were thinking I was gonna say, wasn't it, Todd? As you're over there grinning? VH: Not to be any more. SL: It's dying on the vine right there. You didn't get a second so you're okay for a minute. (Laughter). BW: I know that we've discussed other non-Williams County agencies, the municipalities, etc. BW: Like our local, we've been providing. TR: And consulting a lot. This is. VH: We're talking with Board of DD and we're talking with the Health Department as well. SL: That was my next question. IS MR/DD doing, are they

		paying anything for IT? And they have spent beaucoup time out there. So, how do we make sure that doesn't just go away. VH: We're working on it. TR: It's on old business, right? It's on old business. VH: It is. TR: Even if it's not. AR: Oh, you still look at that? That's still there? SL: Oh yeah, I look at it every day. TR: I always look at the white board. SL: I don't see MR/DD on there, IT. Brian's not doing his job. (Laughter). BW: He's not sitting close enough. TR: Alright Annie what are we doing?
10:08:27 AM	Resolution 336	Specifying the Debt Service for Public Infrastructure Improvements to be made and Authorizing the Execution of Necessary Ancillary Documentation. AR: Do you want to add to it? VH: That was, we modified that paragraph stating it renewed annually. AR: Yep. VH: And so it's not a five-year deal. It's renewed annually. BW: Motion; TR: Second; Roll Call: TR: Yes; BW: Yes; SL: Yes; Motion Carried.
10:09:16 AM	Discussion	TR: And I think for the record we should have a little bit of discussion on that, that this is, the Northwest Water Board was short on their funding for their loan payment. And this is authorizing a $51,000 expenditure out of the TIF in order to help them make their payment for one year to be renewed next year so Todd can fight about it a little bit more. And also, in here it is authorizing $20,000 to pay back to the general fund of the $220,000 that they owed the general fund when we bailed them out years and years ago after this thing has all went through. So, that's what this is doing.
10:10:00 AM	Todd/TR	Can I add to that? TR: You can. That's kind of why I said it in front of you. Because I thought we were going to sneak it through and not talk about it.
10:10:09 AM	SL	No, I actually called Todd this week and I said we need to have discussion on that.
10:10:11 AM	Todd/TR/BW	So, my only concern is there was a lot of entities involved in the origination or the creation. And I think it's a shame that not everybody's being brought into that conversation. I feel like it's being done behind the doors, and that's wrong TR: And I did say that. Todd: It's just flat out wrong. And, our office helped created the documents that were needed to get the TIF started. And we developed a document that shows what all the needs were and all the projects. And that wasn't on the list. So, I think for that reason there should of been discussion. You know, so again, I feel like it's being done behind closed doors. And that's fine. I mean, that's, it's all good stuff. I mean, it's all necessary for that area to develop. But, it should be an open discussion. And in the end, it may be the same end result. You know, and that's the funny thing. In the end it may be the same end result. But, you know, we've got a sewer plant that needs done. The township has roads that need done. And yet none of us are in the conversation about this. Not that it doesn't need done. Not that it doesn't need paid. It should have been discussed 10 years ago. BW: Correct. Todd: Shame on whoever didn't do it then. And that' probably the same person that's pushing this now. I have bad feelings about it, obviously.

10:11:56 AM	SL	So do I Todd. And that's why, it was gonna be for five years. And then review it in five years. I said no, that's not. Because I knew you had a different opinion on this. How do we get those people all in the same room to work through this?
10:12:06 AM	Todd	There was supposed to be a board that was created. And that board should have been brought
10:12:11 AM	SL	Are you on the board?
10:12:17 AM	Todd	To have this decision discussed prior to coming to you guys.
10:12:18 AM	VH	But it's not the board's decision.
10:12:24 AM	Todd	It doesn't matter. The board should still be in the conversation. It's still your decision, and it may be the same end result, and it's, maybe it's not a bad thing. I'm not saying it's a bad thing. I'm just saying that there should have been some discussion with everybody that's got skin in the game. I've got a sewer plant's that's gotta get paid for. Paul's got some roadways that's gotta get redone. And again, maybe the same end result, but I just feel like it's being done, why have the, might as well throw the board out. If we're not going to be brought into the conversation, there's no reason for us to exist. SL: Are you on the board? Todd: I don't know.
10:13:00 AM	TR	Yes. He is. I know, we've met as a board.
10:13:03 AM	VH	The appointment of the board had a period of time. That expired last year. So, the board technically doesn't exist. It easily could be re-established. But I think a better definition of what the purpose of the board is, too.
10:13:24 AM	Todd	Yes, that's right. Everybody needs to understand.
10:13:26 AM	VH	The board needs to know what their role is.
10:13:31 AM	Todd	And like I said, again, it's, same end result. It's just how I feel.
10:13:49 AM	BW/Todd	Duly noted and we should probably. Todd: For what that's worth. My feelings. AR: It's theirs. Do you want a hug? Do you need a hug? We'll hug it out. (Laughter). BW: Duly noted. Thank you, Todd.
10:13:52 AM	SL/BW	Well, and how do we not let this not get cold. Because I can tell you when we walk out of here today and nobody's gonna be worried about anything and I feel like they're flying blind up there. BW: It will be up for renewal in a year.
10:14:01 AM	Todd/BW	Todd: Well, I think, I'm gonna get with Paul and I'm gonna, Paul and I are gonna get together and just bring you our list of what needs repaired and what we need. BW: Because Paul's on this board too. The water board, correct?
10:14:13 AM	TR	TR: I think the president of the township, president of this board, Dennis Miller, we have it. We should ring back that document for next week's review. Anne, if you could put that on the agenda for next week. Just to review that. Who's on that board, whether the board's still in existence or not. It was still, we never sent the note to those board members, and whatever that board is, we never sent them a letter that said you know.

10:14:39 AM	VH	Your term expired on the board. Do you wish to be renewed and you know, we didn't go, do that?
10:14:45 AM	SL	So, is there a president of that board I'm sure? Is that probably the president of this board?
10:14:52 AM	TR	As I remember I called that meeting a year or two ago. And we had a discussion about this. And in that meeting was me, Todd, the president of the township, the water, the school superintendent.
10:15:07 AM	VH	Yeah. It was a hybrid, I read it. It was a hybrid creation of the TIRC function and then a TIF board. But there is no such thing as a TIF board. That's you three.
10:15:24 AM	Todd	Yeah, you are the deciders. All they're really for is advisory.
10:15:27 AM	VH	It's an advisory board. Yeah, right, that's exactly it. It was created to be an advisory board to you three.
10:15:39 AM	SL	So, once again, how do we? We need to, we need to try to, so you say there's no board in existence at this point?
10:15:49 AM	VH	Correct. That is correct.
10:15:51 AM	SL	Because it's expired with no meeting?
10:15:54 AM	VH/SL/Todd	Correct. And it was a term for X, Y. SL: So, what do we have to do to get that board re-appointed? VH: We're going to bring that paperwork back. Todd: We're gonna bug you. SL: That's good because that's what everybody needs to do. Todd: That's probably what will happen.
10:16:03 AM	SL	Because I think this is like an emergency spending on this one right here. Todd: No, I get it. SL: And I don't wanna do that. I want it to go for, not paying back a loan because the businesses should be able to do that, correct?
10:16:16 AM	VH	No.
10:16:18 AM	SL	No? The businesses will never be able to pay back that water tower?
10:16:19 AM	VH/SL	That is the whole creation of TIF. TIF is to retire debt on infrastructure. So, you redirect property taxes into a fund. SL: I get it. VH: To use to retire a debt.
10:16:35 AM	SL	Is it a debt or is it, is it used also to, to expand?
10:16:39 AM	VH	No.
10:16:41 AM	SL	It is not there to put new roads in like when we're gonna do the one right now?
10:16:48 AM	VH	Yes, but how that's gonna work is most likely a loan so that it's retiring debt. I mean, that's what the code calls it.
10:16:58 AM	SL	I mean, if you need a $100,000 road right now and you have $200,000 in your account you can't use that to put the road in? The access road to get to the sewer plant?
10:17:08 AM	VH	Yes, you could.

10:17:11 AM	SL	And that's what I kinda looked at it.
10:17:12 AM	VH	But when you do that you no longer have it available to retire debt for other infrastructure. Because you just spent it.
10:17:22 AM	SL	So, it sounds to me like Todd's saying it was never set up to retire debt on infrastructure.
10:17:26 AM	VH	Oh, it was. It clearly was.
10:17:32 AM	Todd/SL	I think what we need to do is, we need to put a new list together, really. You know. SL: Where's the old list? Todd: I have it. It was in the original documentation. It was about $15 million worth of, it was either 10, we had to produce a list of projects to show the need for the TIF. That was the reason for the list of projects is to show that we have a need. And I think we just need to revisit the list and everybody throw their stuff in.
10:18:01 AM	SL	And the water tower was never on the list?
10:18:03 AM	Todd	No.
10:18:04 AM	VH	I think you are gonna have to look at what the actual code section says.
10:18:10 AM	SL	How did they think they were gonna pay for the water tower?
10:18:14 AM	Todd	Well, I just, I don't know that it was, just, at that time it just, you know, we were making the list. And our, what we're looking at is different than what others are looking at. So, it's a little biased. Our list is biased, I guess, in fairness. But, so we need a new list.
10:18:30 AM	SL/Todd	Well, thanks for doing the old list. Todd: You're welcome.
10:18:42 AM	SL/VH	So, we are going to get together, right? VH: Yes. SL: Okay. What's next?
10:18:46 AM	Also Signed	AR: You have the Dog Warden report for the week of June 8th and the week of June 15th; credit card expenditures for the month of July on behalf of the Commissioners and Prosecutor's office; Travel request for Mike Levy to attend Flex Midwest User Group Conference; Travel request for Suffel and Herman to attend an AI conference; Courthouse Permit – OSU Extension FCS Career Closet Pop Up Event at the East Annex; Courthouse Permit for Brian Hahn to have a food truck up at the Courthouse. And that's all I have until your 10:30. Or actually, 10:00. I don't know where she's at.
10:19:46 AM	TR/AR	This 10:00, is this where we were gonna talk about the tax abatement for the? AR: I had airport property. TR: In general? I don't remember what we were gonna talk about. I remember talking about setting it.
10:20:05 AM	Levy Talks	BW: I don't know what you're look at. I didn't read that. SL: The Williams County Department of Aging, from Sarah, on Tuesday. BW: Oh yeah, Tuesday. Yes, I did read that. SL: I didn't understand why we would, they're gonna change all of the levies, but two of the levies we actually get matching funds, right? VH: You do. SL: Would we still receive those matching funds? VH: If it changes the answer is no. SL: So, why would we want to change it?

		VH: The state of Ohio would like to change it so they don't match it. SL: Sure. VH: If you change it, it goes away. SL: I don't get why that would be her recommendation is to throw away state money. TR: Bring her in. VH: I think the goal is to reduce the number of levies to one or two versus having four. TR: And I think that's still up for discussion too. Because in our discussions when we're doing these road tours, some of the folks that I've talked to have said you know we're much more like to add, to do a small levy. Look at that number. And it's like it's only to .5. But when it's a 1, 2 or 3, we think our voters aren't educated. But they pretty much know what a 1, 2 and 3 mean. And they know what a point means. So, when you have that decimal point there that's important to our voters. BW: I've received a few texts from senior citizens of the county supporting the levy. TR: I have too. SL: I've had, yeah, same thing. BW: People are saying how important it is to keep the senior centers open. SL: We might have all received it from the same person, I don't know. BW: We might have. TR: I did send one person your number, so. I don't remember who it was, but she was very polite and kind. BW: I responded to all of them and thanked them for their input. SL: And I think a lot of people were freaked out that we were gonna do away with all of that. And that wasn't the conversation that we were having. BW: Yeah. TR: Well, if we don't pass a levy we will go away with a lot of stuff. I mean, we will have no choice if this, if some type of levy doesn't pass. Because we can't keep spending a hundred and, I mean, somethings gotta happen. We're negatively spending $140,000 a year, so.
10:22:21 AM	TR	Anne, we talked about updating this contract with the, for the permit for the courthouse use. To include the.
10:22:34 AM	AR/TR/BW/SL	Yeah, we're working on it. TR: So, we are working on that. AR: Yeah. TR: Okay, thank you. BW: I didn't see (inaudible). AR: It's gonna be about four pages long. BW: Is that a one-time deal or is that an every day of the month deal? SL: Really? AR: Mm hmm. TR: It's OSU. If they want to use the parking. BW: Oh, this is OSU. TR: This is OSU. Oh, I didn't sign that one yet. If OSU wants to use the parking lot, it's their parking lot too. I appreciate them asking for a permit. BW: Nice, Anne. What? BW: Yahoo, you made it to the end. SL: I didn't see that one. BW: Oh, it's a one-time event on the 26th. Is there something going on with August 6th?
10:23:18 AM	SL	So, do we have to approve everything Land Bank does?
10:23:22 AM	VH	No.
10:23:24 AM	SL/VH	So, if they screw up a contract, if we screw up a contract, it's done, done? Do you realize what happened? Over in Edon? VH: No, I don't. SL: We agreed to, well maybe we need to talk about it later.
10:23:52 AM	SL	Do you guys have anything else? Anything else boys?
10:24:14 AM	AR	And I think the 11:00 on the agenda I just didn't remove. I think that one was already done. VH: It's already done? AR: Yeah, I didn't move it up, so there is no 11:00 executive session.

10:25:11 AM	Conversation	BW: So, are we waiting for Vickie for the 10:00? AR: I don't know if she's coming. She's never this late. VH: She's never this late. AR: I can reschedule it. BW: Do we have a 1:00 with Todd to go over the sewer? AR: Yes. BW: Alright. AR: You have 11:30 JFS monthly meeting. TR: At JFS. AR: And then you're back here at 1:00. BW: Alright. SL: We're back here at 1:00? AR: Yes sir. BW: Yeah, with Todd to talk about sewer. SL: Where is that at? BW: It's not on the agenda, it's on your calendar. AR: It's on the agenda. I have to advertise the work sessions. BW: I am glad it's on yours, it's not mine. AR: It's on there. BW: Oh yeah, I see it on here under the, okay, I gotcha. TR: It's on our calendars. BW: Yeah, at the bottom. TR: The JFS one I never know if it's real or not because we had so many unreal ones for a long, long, long time. BW: It nice, we meet in the little conference room and it's very informative. TR: Yep. We almost need to say this one's real. BW: Well, true.
10:25:19 AM	AR	I have nothing else.
10:25:21 AM	TR/BW	I would say we can adjourn at this point unless anybody else, I don't have anything else. BW: I do not have anything else. Thank you. At this point.
10:25:36 AM	SL	So, you are working on the MR/DD IT thing?
10:25:43 AM	VH	Mm hmm. And also with the Health Department. I met with Oscar. He's excited about. SL: That he gets to help us? Excited that he gets to help us? VH: Excited that he gets to have better service.
10:25:56 AM	TR	They're hiring outside firms anyways. The Health Department's hiring an outside firm to do this. So, they're, like Maumee Valley has outside firms trying to help them. But government, a government agency trying to be helped by an IT company that doesn't understand government is tough. I mean, I know at Current Office Solutions how we can struggle on understanding government, right? There's just different rules. Especially with security levels today compared to what security levels were ten years ago. So, I think it's a great service.
10:26:28 AM	SL	Did you want to do something on that?
10:26:28 AM	AR	No, it's being rescheduled.
10:26:29 AM	ADJOURNED	SL: Then if there's nothing else, we stand Adjourned.

WILLIAMS COUNTY COMMISSIONERS

APPROVED:

Scott Lirot — Scott A. Lirot, President

Bartley E. Westfall, Vice-President

Terry Rummel — Terry N. Rummel, Member

ATTEST: Not Present — Anne M. Retcher, Clerk

Robin R. Kemp — Robin R. Kemp, Deputy Clerk

RESOLUTION 26-0318

COUNTY COMMISSIONERS' OFFICE
WILLIAMS COUNTY, BRYAN, OHIO
June 25, 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 June 9, 2026; and

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

Commissioner Rummel seconded the motion.

The vote upon adoption resulted as follows:

Mr. Scott A. Lirot, yes

Mr. Bartley E. Westfall, yes

Mr. Terry N. Rummel, yes

WILLIAMS COUNTY COMMISSIONERS

Scott Lirot
President of the Board of Commissioner

[signature]
Vice-Pres of the Board of Commissioners

Terry Rummel
Member of the Board of Commissioners

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RESOLUTION 26-0319

COUNTY COMMISSIONERS' OFFICE
WILLIAMS COUNTY, BRYAN, OHIO
June 25, 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 Commissioner

Bartley Westfall
Vice-Pres of the Board of Commissioners

Terry Rummel
Member of the Board of Commissioners

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RESOLUTION 26-0320

COUNTY COMMISSIONERS' OFFICE
WILLIAMS COUNTY, BRYAN, OHIO
June 25, 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 Lirot
President of the Board of Commissioner

Vice-Pres of the Board of Commissioners

Terry R
Member of the Board of Commissioners

RESOLUTION 26-0321

COUNTY COMMISSIONERS' OFFICE
WILLIAMS COUNTY, BRYAN, OHIO
June 25, 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 Airport Authority

From:	9047-90-110-506030	AIR Repairs-Equipment	$1,711.13
To:	9047-90-110-503000	AIR Supplies-Other	$1,711.13

Reason: Weed Spray (Goldstar Products Invoice #83634-IN)

Department: Williams County Commissioners

From:	1001-47-161-506000	Comm Misc Special Projects	$282,522.76
To:	1001-54-161-511000	Comm Misc Transfer Out	$282,522.76
From:	1001-54-161-511000	Comm Misc Transfer Out	$282,522.76
To:	2057-75-303-475000	JFS-PCSA Transfer In	$282,522.76

Reason: Director requested to help relieve the cashflow problem in Fund 2026

From:	4000	Unappropriated	$80,000.00
To:	4000-50-160-505021	Comm Capital Assets-Building/Improve	$80,000.00

Reason: For additional lots at North Annex (funds were set aside in 2023)

Department: Williams County Commissioners for Hillside

From:	1001-53-161-510000	Comm-Misc Advance Out	$100,000.00
To:	5018-74-260-474000	Hill Advance In	$100,000.00

Reason: To cover invoices & payroll as requested by letter from Hillside on June 24

Department: Williams County Common Pleas Court

From:	2080	Unappropriated	$680.69
To:	2080-41-104-501100	Salary	$541.25
To:	2080-41-104-509001	Spec Proj – Incentives	$139.44

From:	2080-41-104-502200	PERS	$245.04
From:	2080-41-104-502500	Insurance	$15.21
To:	2080-41-104-509001	Spec Proj – Incentives	$260.25

Department: Williams County Common Pleas, Juvenile Division

From:	2052	Unappropriated	$12,544.00
To:	2052-41-172-506000	Juv Contracted Services	$4,332.00
To:	2052-41-172-503300	Juv Non-Capital Equipment	$8,212.00

Reason: FY26-28 AGO Ohio Court Technology Grant

From:	2019-41-172-506001	Juv Contracted Services (JFS)	-$10,000.00

Reason: Reduce budget for expenses

From:	2019-41-172-506002	Juv Contracted Services	-$10,000.00

Reason: Reduce budget for expenses

Department: Williams County Engineer's Office

From:	5063-50-247-506045	Eng San Contract Projects	$76,813.00
To:	5063-50-247-505070	Eng San Capital Assets-Machinery & Equipment (*NEW LINE*)	$76,813.00

Reason: Generator with accessories

Department: Williams County EMS

From:	2071-44-230-502300	BWC	$1,598.08
To:	2071-44-230-506050	Insurance - Liability	$1,598.08

Reason: 2026 Liability Insurance – Low Fund Amount

Department: Williams County Hillside

From:	5018-56-260-506600	Telephone	$250.00
From:	5018-50-260-505020	Capital Assets-Building	$500.00
To:	5018-55-273-502000	DHA Medicare	$250.00
To:	5018-58-282-503010	IBK Supplies Office	$500.00

Reason: Replenish Line

From:	5012	Unappropriated	$1,000.00
To:	5012-49-290-509110	Vill Refund Al Sec Dep	$1,000.00

Reason: Replenish Line

From:	5011-55-293-501100	Hts Salaries-Employees	$57.00
To:	5011-56-293-506050	Hts Ins Liability	$57.00

Reason: CORSA Insurance

Department: Williams County JFS

From:	2057-45-303-503400	PCSA Administrative Expense	$282,522.76
To:	2026-03-300-403100	PCSA Shared Cost Reimbursement	$282,522.76

Reason: Quarterly reimbursements and corrections Quarter 1 2024 through Quarter 2 2025

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

Commissioner Rummel seconded the motion.

The vote upon adoption resulted as follows:

Mr. Scott A. Lirot, yes

Mr. Bartley E. Westfall, yes

Mr. Terry N. Rummel, yes

WILLIAMS COUNTY COMMISSIONERS

Scott Lirot
President of the Board of Commissioner

Vice-Pres of the Board of Commissioners

Terry R
Member of the Board of Commissioners

RESOLUTION 26-0322

COUNTY COMMISSIONERS' OFFICE
WILLIAMS COUNTY, BRYAN, OHIO
June 25, 2026

In the Matter of
Entering into an Agreement for Services

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 June 9, 2026, the Williams County Common Pleas Probate and Juvenile Division submitted to the Williams County Commissioners an Agreement for Services to Youth between The Joint District Juvenile Detention Board of Champaign, Delaware, Madison, Logan, and Union Counties, DBA Central Ohio Youth Center Community Residential Center (COYC/CRC) and Williams County Juvenile Court to provide a secure correctional treatment program for chronic juvenile offenders; Not to Exceed $275.00 per day (1001-41-172-509003); Term: July 01, 2026 to June 30, 2027; therefore,

BE IT RESOLVED, by the Board of Williams County Commissioners we do hereby approve the Agreement as set forth above. Agreement will be on file with Williams County Juvenile Court; 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

Bart Westfall
Vice-Pres of the Board of Commissioners

Terry Rummel
Member of the Board of Commissioners

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RESOLUTION 26-0323

RESOLUTION OF NECESSITY

RESOLUTION REQUESTING CERTIFICATION FROM COUNTY AUDITOR
PURSUANT TO OHIO REVISED CODE SECTION 5703.03
Rev. Code, Sec. 5705.19, 191, 192, 194, 21, 23, 25

The Board of Williams County Commissioners met in regular session on the 25th day of June, 2026, 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 Board of County Commissioners of Williams County, Ohio determines that it is necessary to levy a tax outside the ten-mill limitation, and

WHEREAS, before seeking to have a levy approved by the electors of Williams County, the Board of Commissioners must seek the certification of the Williams County Auditor pursuant to Ohio Revised Code Section 5705.03, submitted for the General Election to be held on November 3, 2026.

THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of Williams County, Ohio that the Williams County Auditor is hereby requested to certify the following:

The total current tax valuation of Williams County, and
The dollar amount of revenue that would be generated by 0.4 mills.

BE IT FURTHER RESOLVED that the purpose of the tax is for the purpose of educational activities related to agriculture, natural resources, and 4-H programs). and is for Five (5) years, being first levying in **TAX YEAR** 2027, first collected in **CALENDARY YEAR** 2028. Such tax is authorized to be submitted to a vote of electors of WILLIAMS COUNTY pursuant to Section 5705.19 (WW) of the Ohio Revised Code and which shall be a RENEWAL levy.

Commissioner Rummel seconded the motion.

The vote upon adoption resulted as follows:

Mr. Scott A. Lirot, Yes

Mr. Bartley E. Westfall, Yes

Mr. Terry N. Rummel, Yes

WILLIAMS COUNTY COMMISSIONERS

Scott Lirot
President of the Board of Commissioners

Vice-Pres of the Board of Commissioners

Terry Rummel
Member of the Board of Commissioners

Adopted the 25th day of June, 2026

I, Anne Retcher, Clerk for the Board of Commissioners, Williams County, Ohio, certify this Resolution to be a true and correct copy of Resolution No. 26-0323, as adopted by the Board of County Commissioners of Williams County, Ohio and recorded in the official record of proceedings of the meeting held on the 25th day of June, 2026.

Anne Retcher

Clerk of Board of Williams County Commissioners

RESOLUTION 26-0324

COUNTY COMMISSIOENRS' OFFICE
WILLIAMS COUNTY, BRYAN, OHIO
June 25, 2026

In the Matter of:

(1) RESOLUTION ACCEPTING THE AMOUNTS AND RATES AS DETERMINED BY THE BUDGET COMMISSION AND AUTHORIZING THE NECESSARY TAX LEVIES AND CERTIFYING THEM TO THE COUNTY AUDITOR

(Board of County Commissioners)
Revised Code,Section 5705.34-5705.35

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

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

Commissioner Westfall moved the adoption of the following Resolution:

WHEREAS, The Budget Commission of **Williams County**, Ohio, has certified its action thereon to this Board together with an estimate by the County Auditor of the rate of each tax necessary to be levied by this Board, and what part thereof is without, and what part within, the ten mill tax limitation, therefore be it

RESOLVED, By the Board of County Commissioners of **Williams County**, Williams County, Ohio that the amounts anc rates commencing January 1, 2027, as determined by the Budget Commission in its certification, be and the same are hereby accepted; and be it further

RESOLVED, That there be and is hereby levied on the tax duplicate of said Cemetery the rate of each tax necessary to be levied within and without the ten mill limitation as follows:

SCHEDULE A

Summary of Amounts Required From General Property Tax Approved By Budget Commission and County Auditor's Estimated Tax Rates

Fund	Amount Approved By Budget Commission Inside 10 Mill Limitation	Amount To Be Derived From Levies Outside 10 Mill Limitation	County Auditor's Estimated of Tax Rate To Be Levied	
			Inside 10 Mill Limit	Outside 10 Mill Limit
	Column I	Column II	Column III	Column IV
General Fund	$2,871,156		2.80	
2008 Senior Citizen		$198,888		0.30
2023 Senior Citizen		$66,048		0.10
2010 Enrichment Center		$2,320,365		3.50
2005 Senior Citizen		$619,309		1.00
2015 Senior Citizen		$359,918		0.50
2020 General Health		$803,901		1.00
2012 OSU Extension		$198,888		0.30
2017 OSU Extension		$80,377		0.10
2013 Soil & Water		$265,184		0.40
Total	**$2,871,156**	**$4,932,879**	**2.80**	**7.20**

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(1) RESOLUTION ACCEPTING THE AMOUNTS AND RATES AS DETERMINED BY THE BUDGET COMMISSION AND AUTHORIZING THE NECESSARY TAX LEVIES AND CERTIFYING THEM TO THE COUNTY AUDITOR

(Board of County Commissioners)

SCHEDULE B

Levies Outside 10 Mill Limitation, Exclusive of Debt Levies

Fund		Maximum Rate Authorized To Be Levied	County Auditor's Estimate of Yield of Levy (Carry to Schedule A, Column II)
Special Revenue Funds:			
2008 Senior Citizen levy authorized by voters on not to exceed **5** years.	11/8/2022	0.30	$198,888
2023 Senior Citizen levy authorized by voters on not to exceed **5** years	11/8/2022	0.10	$86,046
2010 Enrichment Center levy authorized by voters on not to exceed **5** years	11/2/2010	3.50	$2,320,365
2005 Senior Citizen levy authorized by voters on not to exceed **5** years	11/5/2024	1.00	$619,309
2015 Senior Citizen levy authorized by voters on not to exceed **5** years	11/5/2024	0.50	$359,918
2020 General Health levy authorized by voters on not to exceed **5** years	11/5/2024	1.00	$803,901
2012 OSU Extension levy authorized by voters on not to exceed **5** years	11/2/2021	0.30	$198,888
2017 OSU Extension levy authorized by voters on not to exceed **5** years	11/2/2021	0.10	$80,377
2013 Soil & Water levy authorized by voters on not to exceed **5** years	11/8/2022	0.40	$265,184

and be it further **RESOLVED**, That the Clerk of this Board be and he is hereby directed to certify a copy of this Resolution to the County Auditor of said County.

Commissioner Rummel seconded the motion.

The vote upon adoption resulted as follows:

WILLIAMS COUNTY COMMISSIONERS

Mr. Scott A. Lirot, yes

Mr. Bartley E. Westfall, yes

Mr. Terry N. Rummel, yes

Adopted the 25th day of June, 2026.

Clerk of Board of County Commissioners of **Williams County**, Ohio

---

CERTIFICATE OF COPY

Original On File

The State of Ohio, Williams County, ss.

The undersigned Clerk of the Board of County Commissioners, and the person in whose custody the files and records of the Board are required by the laws of the State of Ohio to be kept, does hereby certify that the foregoing Resolution is a true and accurate copy of the Resolution duly passed by the Board on the **25th** day of **June, 2026**.

Clerk of Board

6/25/26
Date

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Resolution 26-0324

(1) RESOLUTION ACCEPTING THE AMOUNTS AND RATES AS DETERMINED BY THE BUDGET COMMISSION AND AUTHORIZING THE NECESSARY TAX LEVIES AND CERTIFYING THEM TO THE COUNTY AUDITOR

(Board of County Commissioners)

(1) A Copy of this Resolution must be certified to the County Auditor before the first day of October in each year, or at such later date as may be approved by the Board of Tax Appeals.

Resolution Number: 26-0324

Board of County Commissioners, Williams County Ohio.

RESOLUTION

ACCEPTING THE AMOUNTS AND RATES AS DETERMINED BY THE BUDGET COMMISSION AND AUTHORIZING THE NECESSARY TAX LEVIES AND CERTIFYING THEM TO THE COUNTY AUDITOR.

ADOPTED June 25, 2026

[signature] Clerk

Filed ____________________, 2026

____________________ County Auditor.

By ____________________ Deputy Auditor.

County Auditor File Stamp

VOL 165 PAGE 1040

RESOLUTION 26-0325

COUNTY COMMISSIONERS' OFFICE
WILLIAMS COUNTY, BRYAN, OHIO
June 25, 2026

In the Matter of
Entering into an Easement 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, on June 18, 2026, the Williams County Engineer submitted to the Williams County Commissioners a Waste Water Treatment Plant (WWTP) Easement Agreement for the site of the Exit One WWTP between MID-TOLL, Inc. and the Board of Williams County Commissioners as further explained in the attached; Term: beginning June 2026 until terminated; therefore,

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

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

Commissioner Rummel seconded the motion.

The vote upon adoption resulted as follows:

Mr. Scott A. Lirot, Yes

Mr. Bartley E. Westfall, Yes

Mr. Terry N. Rummel, Yes

WILLIAMS COUNTY COMMISSIONERS

Scott Lirot
President of the Board of Commissioners

Vice-Pres of the Board of Commissioners

Terry Rummel
Member of the Board of Commissioners

WASTEWATER TREATMENT PLANT

EASEMENT AGREEMENT

This WASTEWATER TREATMENT PLANT EASEMENT AGREEMENT (the "Agreement") is made as of Jun 25, 2026, by and between **MID-TOLL, INC.**, an Ohio corporation, having an address of 7041 Truck World Blvd., Hubbard, Ohio 44425, and the **BOARD OF WILLIAMS COUNTY COMMISSIONERS** ("Grantee"), having an address of 1425 E. High Street, Bryan, Ohio 43506.

WHEREAS, Grantor is the owner of that certain real property located in Northwest Township, County of Williams, State of Ohio, that is more particularly described and depicted on Exhibit A attached hereto and made a part hereof (the "Grantor Parcel"); and

WHEREAS, Grantor and Grantee entered into that certain Agreement dated October 31, 1996, as amended by that certain Addendum to Sewer Agreement dated August 10, 2017 (collectively and as amended, the "Original Agreement"), concerning, among other things, the construction, operation and maintenance of a sewer treatment plant, collections system and the future expansion of the sewer service area located on the Grantor Parcel (collectively, the "WWTP").

WHEREAS, Paragraph 5 of the section labeled as "The Developer Agrees" under the Original Agreement contemplated that Grantor would grant Grantee an easement for ingress and egress to the WWTP for the purposes set forth therein.

WHEREAS, such easement was not previously recorded and now Grantor and Grantee desire to enter into this Agreement to memorialize the parties' understanding, upon the terms and conditions stated below.

NOW, THEREFORE, for Ten and 00/100 Dollars ($10.00) and other good and valuable consideration including the terms, conditions, covenants and provisions contained herein, the receipt and sufficiency of which is hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. Grant of the Easement. Grantor hereby conveys and grants to Grantee, its successors and assigns, for the benefit of Grantee, its successors, assigns, users and customers, a non-exclusive perpetual easement (the "Easement") over, under, across and through the area of the Grantor Parcel shown on Exhibit B attached hereto and made a part hereof (the "WWTP Easement Area") with the right, privilege and authority for Grantee to access, construct, maintain, operate, inspect, repair and replace the WWTP for the purpose of removing wastewater from the properties connected or to be connected to such WWTP. The Easement granted herein shall be for the benefit of Grantee and any users of the WWTP who are granted access and connection to the WWTP by Grantee. No expansion, enlargement, relocation, increase in treatment capacity, modification of footprint, or construction of additional improvements shall be permitted without the prior written consent of Grantor, which may be withheld in Grantor's sole discretion; except that if any expansion, enlargement, relocation,

modification of footprint, or construction of additional improvement is required by the regulating authority, Ohio EPA, then Grantee may make the improvements required without Grantor's consent This Easement shall automatically terminate upon the earliest of: (a) permanent abandonment of the WWTP; (b) decommissioning of the facility; (c) connection of the serviced properties to a centralized public sewer system rendering the WWTP unnecessary; or (d) cessation of operation for a continuous period of 12 months. Within 30 days of termination, Grantee shall execute and record a written release of easement at its sole cost. Notwithstanding the foregoing, should Grantee grant access and connection to the WWTP to other users requiring additional capacity expansion, then Grantee shall grant Grantor the right of first refusal for its existing and future additional capacity requirements throughout the easement as well as those Parcels outside the easement which consist of the following: Parcel 104-030-00-009.000 owned by Quadland Corporation, Parcel 104-030-00-009.001 owned by William Burns, Parcel 104-030-00-007.010 owned by Mid-Toll, Inc., Parcel 104-030-00-007.008 owned by Mid-Toll, Inc., Parcel 104-030-00-007.007 owned by Mid-Toll, Inc., Parcel 104-030-00-007.003 owned by Tewel Corporation.

2. Maintenance and Repair. Grantee shall, at its sole cost and expense, maintain, repair, replace and restore the WWTP pursuant to the terms of the Original Agreement. In addition, Grantee shall, at its sole cost and expense, maintain, repair, replace and restore the WWTP Easement Area and/or other portions of the Grantor Parcel that are damaged by Grantee or its agents, contractors, employees or representatives in the exercise of any of Grantee's rights in this Agreement to the same or substantially the same condition as existed immediately prior to such damage. In the event Grantee fails to correct the same within thirty (30) days after written notice is delivered by Grantor, Grantor shall have the right to complete such maintenance, repair or replacement and Grantee shall reimburse Grantor for all of Grantor's out of pocket costs in connection therewith within ten (10) days after written demand thereof.

3. Insurance and Indemnity. Grantee's authorized contractors and agents shall have secured property damage and liability insurance policies, including environmental pollution coverage with Grantor named as an additional insured. with insurance companies licensed to do business in the State of Ohio with deductibles and coverages amounts as are usual and customary in the industry and as reasonably approved by Grantor. The Grantee also agrees to restore and remediate any disturbed areas and pays for any environmental damages and remediation to the property caused by its work and/or operation of the WWTP.

4. Covenants Running with the Land. The rights herein granted and the agreements herein contained shall be rights and covenants running with the land and shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and assigns. Notwithstanding the foregoing, nothing herein shall amend Grantor's or Grantee's rights or obligations under the Original Agreement and such Original Agreement is hereby ratified and confirmed and shall remain in full force and effect.

5. Exhibits. All exhibits referred to herein and attached hereto shall be deemed part of this Agreement.

6. Severability. If any term, provision or condition contained in this Agreement shall, to any extent, be invalid or unenforceable, the remainder of this Agreement (or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each term, provision or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law provided that such deletions can be made without materially changing the basic agreement between the parties. If such deletions cannot be made without materially changing the basic agreement between the parties, then the parties agree to amend, or to permit the court to amend, this Agreement to accomplish essentially the same transaction without said illegal, invalid or unenforceable provisions.

7. Governing Laws. This Agreement shall be governed and construed in accordance with the laws of the State of Ohio. If any provision of this Agreement or the application thereof to any person or circumstance shall, to any extent be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

8. Amendments. This Agreement may only be amended by the written agreement by all the parties hereto.

9. Counterparts. This Agreement may be executed in one or more counterpart copies, all of which together shall constitute and be deemed an original, but all of which together shall constitute one and the same instrument binding on all parties.

10. Notices. All notices, requests and other communications hereunder must be in writing and will be deemed to have been duly given only if delivered personally, by facsimile transmission, electronic mail, mailed (first class postage prepaid), or delivered by a recognized overnight courier service to the following addresses or facsimile numbers:

If to the Grantor:

Mid-Toll, Inc.
7041 Truck World Blvd.
Hubbard, Ohio 44425
E-Mail: ey@quadlandcorp.com

If to Grantee:

Board of Williams County Commissioners
1425 E. High Street
Bryan, Ohio 43506
Email: vhall@wmsco.org

A party shall provide a notice to the other party any time the above individuals changes

[SIGNATURE PAGE TO WASTEWATER TREATMENT PLANT EASEMENT AGREEMENT]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

GRANTOR:

MID-TOLL, INC.,
an Ohio corporation

By: ______________________________
Name: ____________________________
Its: ______________________________

STATE OF OHIO)
) ss:
COUNTY OF __________)

Acknowledged before me in _____ County, Ohio, on ________, 2026, by ________________, the ________________ of **MID-TOLL, INC.**, an Ohio corporation, for and on behalf of said corporation.

____
Notary Public Signature:
Notary Printed Name: ____________________
Notary Public, ____________ County, __________
acting in ________________ County, __________
My commission expires: __________________

[SIGNATURE PAGE TO WASTEWATER TREATMENT PLANT EASEMENT AGREEMENT]

GRANTEE:

BOARD OF WILLIAMS COUNTY COMMISSIONERS

By: Scott Lirot
Name: Scott Lirot
Its: President

STATE OF Ohio)
) ss:
COUNTY OF Williams)

Acknowledged before me in Williams County, Ohio, on June 25, 2026, by Scott Lirot the President of the **BOARD OF WILLIAMS COUNTY COMMISSIONERS**, for and on behalf of said county commissioners.

Anne Retcher
Notary Public Signature:
Notary Printed Name: See Below
Notary Public, Williams County, Ohio
acting in Williams County, Ohio
My commission expires: See Below

NOTARY PUBLIC STATE OF OHIO
ANNE RETCHER
Notary Public,
State of Ohio
My Comm. Expires
March 11, 2027

Drafted by:

Maryam Karnib Parshall
Honigman LLP
2290 First National Building
660 Woodward Avenue
Detroit, MI 48226-3506

Exhibit A
Grantor Parcel

LEGAL DESCRIPTION
12.9848 acres (0.0000 acres in Right-of-Way)

Situated in the Township of Northwest, County of Williams and State of Ohio, in the Northeast Quarter of Section 4, Town 10 South, Range 4 West, being a part of a 13.8181 acre parcel conveyed to Mid-Toll Inc. (Book 344, Page 68 & Book 307, Page 74) and being more fully described as follows:

BEGINNING at the Northeast corner of Section 4, the centerline intersection of U.S. Highway 20 (width varies) and S.R. 49 (width varies), the Northeast corner of a record 1.25 acre parcel conveyed to Dan and Deborah Hickman (Book 330, Page 2853) and a Mag Nail found;

Thence South 00°50'31" West, with the East line of Section 4 and the centerline of S.R. 49, a distance of 920.18 feet, to a Northeasterly corner of said 13.8181 acre parcel;

Thence North 89°09'29" West, through the West Right-of-Way of S.R. 49, a distance of 45.00 feet, to a Northwesterly corner thereof and a 5/8" Rebar capped "BELL 6717" found;

Thence South 00°50'31" West, with the West Right-of-Way of S.R. 49 and a Westerly line of said 13.8181 acre parcel, a distance of 77.60 feet to the TRUE PLACE OF BEGINNING and a pin set;

Thence South 00°50'31" West, with the West Right-of-Way of S.R. 49, a distance of 325.71 feet, a Northeasterly corner of a record 57.81 acre parcel conveyed to State of Ohio, Ohio Turnpike Commission and a 5/8" Rebar found: 0.12' West;

Thence North 89°16'08" West, with the North line of said 57.81 acre parcel, a distance of 966.24 feet, to the Southeast corner of a record 26.35 acre parcel conveyed to Roger and Marilyn Osborn Trust (Book 307, Page 194);

Thence North 03°28'22" East, with the East line of said 26.35 acre parcel, a distance of 702.70 feet to the Southeast corner of a 10.2339 acre parcel conveyed to Mid-Toll Inc. (Instrument No. 202100002304) and a pin set;

Thence North 89°11'31" East, with a Southerly line of said 10.2339 acre parcel, a distance of 606.50 feet to a Southwesterly corner thereof and a pin set;

Thence South 00°03'11" East, with a Westerly line of said 10.2339 acre parcel, a distance of 286.46 feet, to a Southwesterly corner thereof and a pin set;

Thence South 88°54'22" East, with a Southerly line of said 10.2339 acre parcel, a distance of 149.74 feet to a pin set;

Thence through the lands of said 13.8181 acre parcel the following two (2) courses:

South 00°03'24" West, a distance of 104.02 feet to a pin set;

Thence South 88°54'22" East, a distance of 172.09 feet to the TRUE PLACE OF BEGINNING, containing
12.9848 acres, more or less, as surveyed by Steven J. Metcalf for and on behalf of CESO, Inc. in February 2026

All documents listed are from the Williams County Recorder's Records

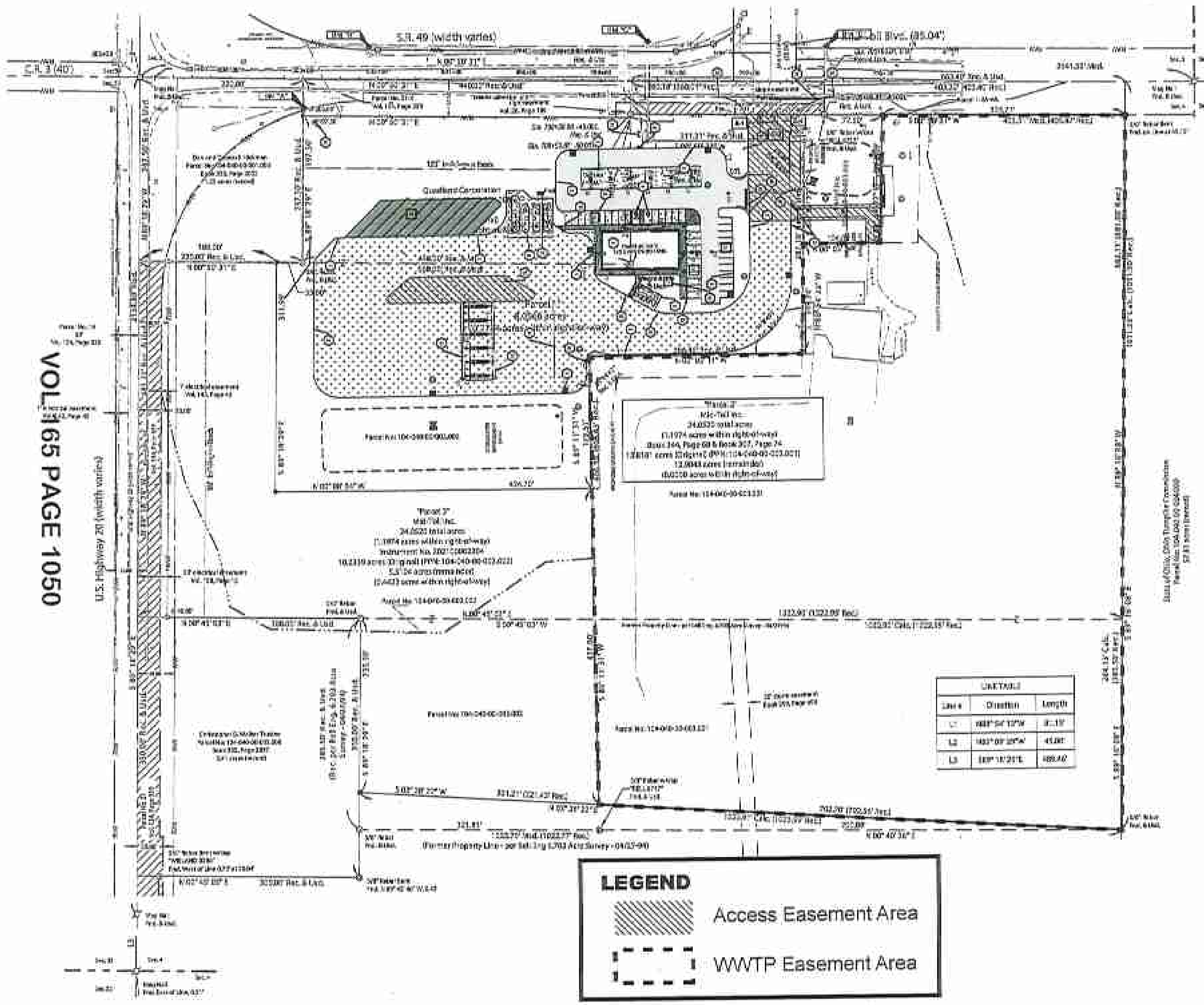
Subject to all covenants, restrictions, reservations, and easements contained in any instrument of record pertaining to the above described tract of land.

Based on an actual field surveyed performed under my direct supervision in February 2026.

Iron pins set are 5/8" x 30" rebar with cap marked "CESO Inc".
Bearings based on the Ohio State Plane Coordinate System, Ohio North Zone, NAD 83 (2011)

Exhibit B
Easement Area

[See attached.]



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CESO
www.cesoinc.com

Lot Split and Consolidation

Quadland Corporation

Northeast Quarter of Section 4, Town 10 South, Range 4 West
Township of Northwest, County of Williams, State of Ohio

Revisions / Submissions

Project Number:	765539
Scale:	1" = 80'
Drawn By:	CCR
Checked By:	SJM
Date:	03-25-2026
Issue:	

Drawing Title:

1 of 1

SIGNATURE PAGE

WILLIAMS COUNTY COMMISSIONERS – APPROVAL

Date: 6-25-26

Scott Lirot   Bart Westfall   Terry Rummel

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

County Administrator, Vond T. Hall   Date

WILLIAMS COUNTY PROSECUTOR
153.44 ORC

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

Katie Zartman   6-17-26

Katherine J. Zartman, Williams County Prosecutor   Date

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

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

Not applicable – VGrimm   06/18/26

Vickie Grimm, Williams County Auditor   Date

RESOLUTION 26-0326

COUNTY COMMISSIONERS' OFFICE
WILLIAMS COUNTY, BRYAN, OHIO
June 25, 2026

In the Matter of
Entering into an Easement 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, on June 18, 2026, the Williams County Engineer submitted to the Williams County Commissioners an Access Easement Agreement for Exit One WWTP due to Speedway gas station construction between Agree Convenience No. 1, LLC. and the Board of Williams County Commissioners as further explained in the attached; Term: beginning June 2026 until terminated; therefore,

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

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

Commissioner Rummel seconded the motion.

The vote upon adoption resulted as follows:

Mr. Scott A. Lirot, yes

Mr. Bartley E. Westfall, yes

Mr. Terry N. Rummel, yes

WILLIAMS COUNTY COMMISSIONERS

Scott Lirot
President of the Board of Commissioners

Vice-Pres of the Board of Commissioners

Terry Rummel
Member of the Board of Commissioners

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ACCESS EASEMENT AGREEMENT

This ACCESS EASEMENT AGREEMENT (the "Agreement") is made as of June 25 2026, by and between **AGREE CONVENIENCE NO. 1, LLC**, a Delaware limited liability company ("Grantor"), having an address of 32301 Woodward Avenue, Royal Oak, Michigan 48073 and the **BOARD OF WILLIAMS COUNTY COMMISSIONERS** ("Grantee"), having an address of 1425 E. High Street, Bryan, Ohio 43506.

WHEREAS, Grantor is the owner of that certain real property located in Northwest Township, County of Williams, State of Ohio, that is more particularly described and depicted on Exhibit A attached hereto and made a part hereof (the "Grantor Parcel"); and

WHEREAS, Grantee entered into that certain Agreement dated October 31, 1996, as amended by that certain Addendum to Sewer Agreement dated August 10, 2017, as evidenced by that certain Wastewater Treatment Plant Agreement dated as of ____________ and recorded ____________ (collectively and as amended, the "WWTP Agreement"), concerning, among other things, Grantee's right to construct, operate and maintain a sewer treatment plant, collections system and the future expansion of the sewer service area located on property adjacent to the Grantor Parcel (collectively, the "WWTP").

WHEREAS, Grantor and its tenants are users of the WWTP and the Grantor Parcel benefits therefrom.

WHEREAS, Grantee would not be able to access the WWTP without an easement over portions of the Grantor Parcel for ingress and egress to the WWTP from the public right of way.

WHEREAS, Grantor and Grantee desire to enter into this Agreement to memorialize the parties' understanding for such access easement, upon the terms and conditions stated below.

NOW, THEREFORE, for Ten and 00/100 Dollars ($10.00) and other good and valuable consideration including the terms, conditions, covenants and provisions contained herein, the receipt and sufficiency of which is hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. Grant of the Easement. Grantor hereby conveys and grants to Grantee, for the benefit of Grantee, a non-exclusive perpetual easement (the "Easement") over, under, across and through the area of the Grantor Parcel shown on Exhibit B attached hereto and made a part hereof (the "Access Easement Area") for Grantee to have vehicular access to and from the WWTP from the public right of way. Upon completion of the drives and aisles within the Grantor Parcel, the parties shall enter in an amendment to this Agreement to revise the location of the Access Easement Area to only certain roadways located on the Grantor Property which provide direct access to the WWTP; provided that, no such amendment may be entered into without the prior written approval of the tenant of the Grantor Parcel. The Easement granted herein shall be for the benefit of Grantee. No expansion, enlargement or relocation of the Access Easement Area or construction of additional improvements within the Access Easement Area shall be permitted without the prior written consent of Grantor,

which may be withheld in Grantor's sole discretion. The Easement shall automatically terminate upon the earliest of: (a) permanent abandonment of the WWTP; (b) decommissioning of the facility; (c) connection of the serviced properties to a centralized public sewer system rendering the WWTP unnecessary; or (d) cessation of operation for a continuous period of 12 months. Within 30 days of termination, Grantee shall execute and record a written release of easement at its sole cost.

2. Maintenance and Repair. In addition, Grantee shall, at its sole cost and expense, maintain, repair, replace and restore the Access Easement Area and/or other portions of the Grantor Parcel that are damaged by Grantee or its agents, contractors, employees or representatives in the exercise of any of Grantee's rights in this Agreement to the same or substantially the same condition as existed immediately prior to such damage. In the event Grantee fails to correct the same within thirty (30) days after written notice is delivered by Grantor, Grantor (or the tenant of the Grantor Parcel) shall have the right to complete such maintenance, repair or replacement and Grantee shall reimburse Grantor (or the tenant of the Grantor Parcel, as applicable) for all of Grantor's (or the tenant's) out of pocket costs in connection therewith within ten (10) days after written demand thereof.

3. Insurance. Grantee and Grantee's authorized contractors and agents shall have secured property damage and liability insurance policies, including environmental pollution coverage with Grantor and the tenant of the Grantor Parcel named as additional insureds with insurance companies licensed to do business in the State of Ohio with deductibles and coverages amounts as are usual and customary in the industry and as reasonably approved by Grantor. The Grantee also agrees to restore and remediate any disturbed areas of the Grantor Parcel as a result of Grantee's use thereof and agrees to pay for any environmental damages and remediation to the Grantor Parcel caused by Grantee's work and/or operation of the WWTP.

4. Covenants Running with the Land. The rights herein granted and the agreements herein contained shall be rights and covenants running with the land and shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and assigns.

5. Exhibits. All exhibits referred to herein and attached hereto shall be deemed part of this Agreement.

6. Severability. If any term, provision or condition contained in this Agreement shall, to any extent, be invalid or unenforceable, the remainder of this Agreement (or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each term, provision or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law provided that such deletions can be made without materially changing the basic agreement between the parties. If such deletions cannot be made without materially changing the basic agreement between the parties, then the parties agree to amend, or to permit the court to amend, this Agreement to accomplish essentially the same transaction without said illegal, invalid or unenforceable provisions.

7. Governing Laws. This Agreement shall be governed and construed in accordance with the laws of the State of Ohio. If any provision of this Agreement or the application thereof to any person or circumstance shall, to any extent be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

8. Amendments. Except as otherwise set forth in Section 1, this Agreement may only be amended by the written agreement by all the parties hereto.

9. Counterparts. This Agreement may be executed in one or more counterpart copies, all of which together shall constitute and be deemed an original, but all of which together shall constitute one and the same instrument binding on all parties.

10. Notices. All notices, requests and other communications hereunder must be in writing and will be deemed to have been duly given only if delivered personally, by facsimile transmission, electronic mail, mailed (first class postage prepaid), or delivered by a recognized overnight courier service to the following addresses or facsimile numbers:

If to Grantor:

Agree Convenience No. 1, LLC
Attn: Danielle M. Spehar, Esq.
32301 Woodward Avenue
Royal Oak, Michigan 48073
E-Mail: dspehar@agreerealty.com

With a Copy to:

Lowell D. Salesin, Esq.
Honigman LLP
39400 Woodward Ave., Suite 101
Bloomfield Hills, Michigan 48304
E-Mail: lsalesin@honigman.com

If to Grantee:

Board of Williams County
Commissioners
1425 E. High Street
Bryan, Ohio 43506
Email: vhall@wmsco.org

A party shall provide a notice to the other party any time the above individuals changes.

[SIGNATURE PAGE TO ACCESS EASEMENT AGREEMENT]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

GRANTOR:

AGREE CONVENIENCE NO. 1, LLC
a Delaware limited liability company

By: ______________________
Name: ______________________
Its: ______________________

STATE OF OHIO)
) ss:
COUNTY OF ________)

Acknowledged before me in ______ County, Ohio, on ________, 2026, by ____________, the ____________ of **AGREE CONVENIENCE NO. 1, LLC**, a Delaware limited liability company, for and on behalf of said limited liability company.

____
Notary Public Signature:
Notary Printed Name: ______________
Notary Public, ____________ County, ____________
acting in ____________ County, ____________
My commission expires: ______________

[SIGNATURE PAGE TO ACCESS EASEMENT AGREEMENT]

GRANTEE:

BOARD OF WILLIAMS COUNTY COMMISSIONERS

By: Scott Lirot
Name: Scott Lirot
Its: President

STATE OF Ohio)
) ss:
COUNTY OF Williams)

Acknowledged before me in Williams County, Ohio, on Jun 25, 2026, by Scott Lirot, the President of the **BOARD OF WILLIAMS COUNTY COMMISSIONERS**, for and on behalf of said county commissioners.

Notary Public Signature:
Notary Printed Name: Dee Bucher
Notary Public, Williams County, Ohio
acting in Williams County, Ohio
My commission expires: Dee Bucher

NOTARY PUBLIC STATE OF OHIO
ANNE RETCHER
Notary Public
State of Ohio
My Comm. Expires
March 11, 2027

Drafted by:
Maryam Karnib Parshall
Honigman LLP
2290 First National Building
660 Woodward Avenue
Detroit, MI 48226-3506

Exhibit A
Grantor Parcel

[See attached.]

LEGAL DESCRIPTION
8.0566 Acres (0.7784 acres within Right-of-Way)

Situated in the Township of Northwest, County of Williams and State of Ohio, in the Northeast Quarter of Section 4, Town 10 South, Range 4 West, being all of a record 2.5000 acre parcel conveyed to Quadland Corporation (Book 309, Page 501), part of a 13.8181 acre parcel conveyed to Mid-Toll Inc. (Book 344, Page 68 & Book 307, Page 74) and part of a 10.2339 acre parcel conveyed to Mid Toll Inc. (Instrument No. 202100002304) and being more fully described as follows:

BEGINNING at the Northeast corner of Section 4, the centerline intersection of U.S. Highway 20 (width varies) and S.R. 49 (width varies), the Northeast corner of a record 1.25 acre parcel conveyed to Dan and Deborah Hickman (Book 330, Page 2853) and a Mag Nail found;

Thence **South 00°50'31" West**, with the East line of Section 4 and the centerline of S.R. 49, a distance of **220.00 feet** to the Southeast corner of said 2.5000 acre parcel and the **TRUE PLACE OF BEGINNING;**

Thence **South 00°50'31" West**, with the East line of Section 4, and the centerline of S.R. 49, a distance of **700.18 feet** to a Northeasterly corner of said 13.8181 acre parcel;

Thence **North 89°09'29" West**, through the West Right-of-Way of S.R. 49 and with a Northerly line of said 13.8181 acre parcel, a distance of **45.00 feet** to the West Right-of-Way of said road, a Northwesterly corner of said 13.8181 acre parcel and a 5/8" Rebar capped "BELL 6717" found;

Thence **South 00°50'31" West**, with the West Right-of-Way of S.R. 49 and a Westerly line of said 13.8181 acre parcel, a distance of **77.60 feet** to a pin set;

Thence through the lands of said 13.8181 acre parcel the following two (2) courses:

North 88°54'22" West, a distance of **172.09 feet** to a pin set;

Thence **North 00°03'24" East**, a distance of **104.02 feet** to a Northerly line of said 13.8181 acre parcel, and a pin set;

Thence **North 88°54'22" West**, with a Northerly line of said 13.8181 acre parcel, a distance of **149.74 feet** to a Northeasterly corner of said 13.8181 acre parcel, a Southwesterly corner of said 10.2339 acre parcel and a pin set;

Thence **North 00°03'11" West**, with an Easterly line of said 13.8181 acre parcel, a distance of **286.46 feet** to a Northeasterly corner thereof and a pin set;

Thence **South 89°11'31" West**, with a Northerly line of said 13.8181 acre parcel, a distance of **179.51 feet**, to a pin set;

Thence through the lands of said 10.2339 acre parcel the following two (2) courses:

North 00°08'54" West, a distance of **424.70 feet** to a pin set;

Thence **South 89°18'29" East**, a distance of **311.99 feet**, to the West line of said record 1.25 acre parcel and a pin set;

Thence **South 00°50'31" West**, with the West line of said 1.25 acre parcel, a distance of **35.00 feet**, to the Southwest corner thereof and a 5/8" Rebar found;

Thence **South 89°18'29" East**, with the South line of said 1.25 acre parcel, a distance of **247.50 feet** to the **TRUE PLACE OF BEGINNING**, containing **8.0566 acres (0.7784 acres within Right-of-Way**, more or less, as surveyed by Steven J. Metcalf for and on behalf of CESO, Inc. in February 2026.

Exhibit B
Access Easement Area

[See attached.]

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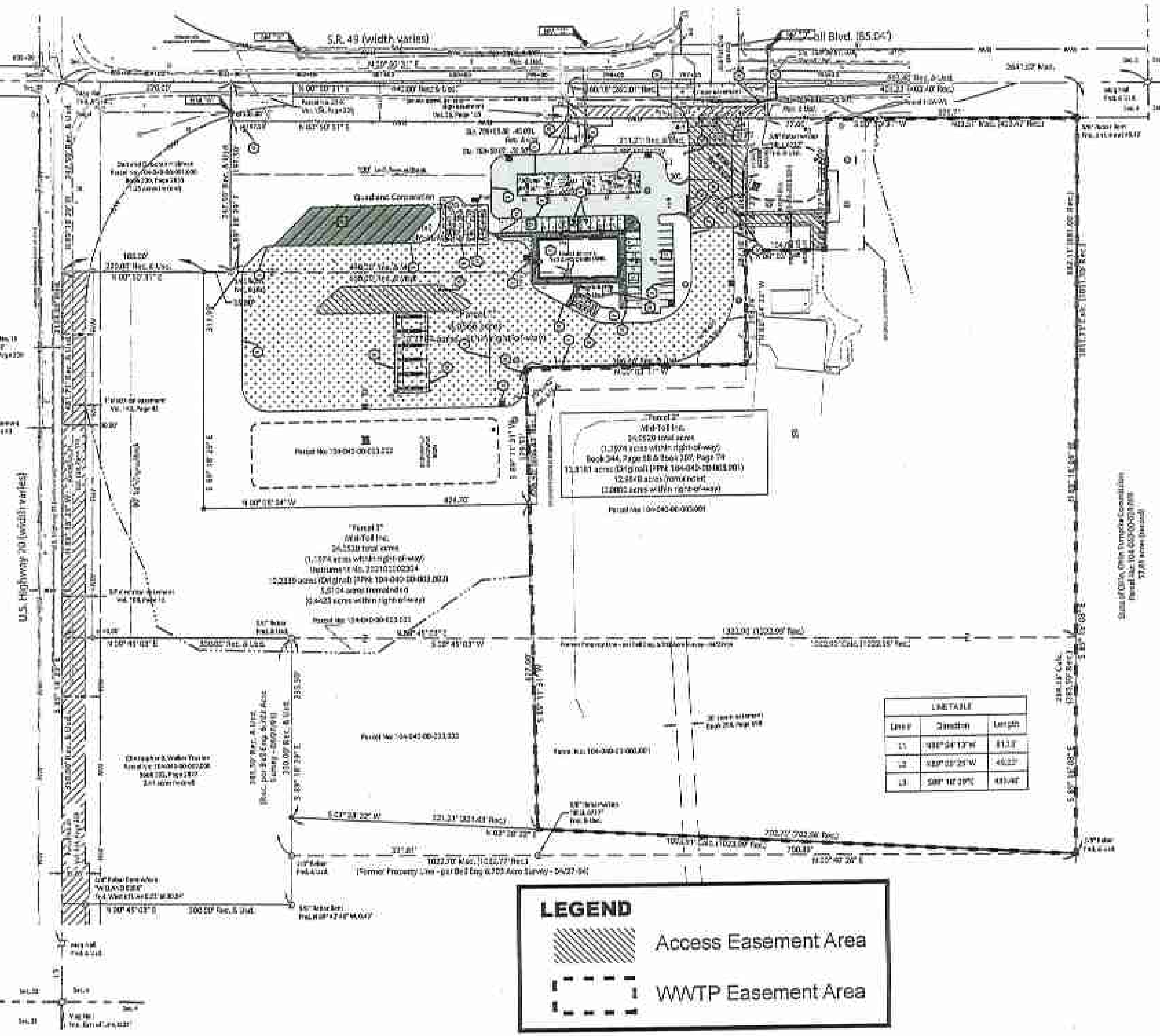

CESO
www.cesoinc.com

Quadland Corporation

Lot Split and Consolidation

Northeast Quarter of Section 4, Town 10 South, Range 4 West
Township of Northwest, County of Williams, State of Ohio

Revisions / Submissions

ID	Description	Date

© 2020 CESO, INC.

Project Number:	765539
Scale:	1" = 80'
Drawn By:	DCR
Checked By:	SJH
Date:	05-25-2020
Mod:	

Drawing Title:

1 of 1

SIGNATURE PAGE

WILLIAMS COUNTY COMMISSIONERS – APPROVAL

Date: June 25, 2026

Scott Lirot | Bartley Westfall | Terry Rummel

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

County Administrator, Vond T. Hall — Date

WILLIAMS COUNTY PROSECUTOR
153.44 ORC

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

Katherine J. Zartman, Williams County Prosecutor — Date: 6-17-26

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

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

Not applicable – VGrimm

Vickie Grimm, Williams County Auditor — Date: 06/18/26

RESOLUTION 26-0327

COUNTY COMMISSIONERS' OFFICE
WILLIAMS COUNTY, BRYAN, OHIO
June 25, 2026

In the Matter of
Entering into a IV-E Contract

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 June 18, 2026 Williams County Department of Job & Family Services submitted to the Williams County Commissioners an agreement between Williams County Department of Job and Family Services and Richmeier Therapeutic Home for Title IV-E Agencies and Providers for the Provision of Child Placement. Maximum Amount Payable under this contract is $22,000.00 (2057-45-303-506001); Term: May 20, 2026 through June 30, 2026; therefore,

BE IT RESOLVED, by the Board of Williams County Commissioners we do hereby approve the IV-E Contract as set forth above. A complete copy of the agreement will be on file with Williams County Job & Family Services; therefore

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

Commissioner Rummel seconded the motion.

The vote upon adoption resulted as follows:

Mr. Scott A. Lirot, Yes

Mr. Bartley E. Westfall, Yes

Mr. Terry N. Rummel, Yes

WILLIAMS COUNTY COMMISSIONERS

Scott Lirot
President of the Board of Commissioners

Vice-Pres of the Board of Commissioners

Terry Rummel
Member of the Board of Commissioners

Ohio Department of Children and Youth

AGREEMENT FOR TITLE IV-E AGENCIES AND PROVIDERS FOR THE PROVISION OF CHILD PLACEMENT

This Agreement sets forth the terms and conditions between the parties for placement services for children who are in the care and responsibility/custody of the Agency named below.

This Agreement is between Williams County Department of Job and Family Services, a Title IV-E Agency, hereinafter "Agency", whose address is:

Williams County Department of Job and Family Services
117 W Butler St # E
Bryan, OH 43506

and

Richmeier Therapeutic Home, hereinafter "Provider", whose address is:

Richmeier Therapeutic Home
3307 N Holland Sylvania Rd # 11
Toledo, OH 43615

Collectively the "Parties".

SIGNATURES OF PARTIES:

Provider: Richmeier Therapeutic Home

Print Name & Title	Signature	Date
Laura Richmeier Exec. Director	Laura Richmeier	5/19/26

Agency: Williams County Department of Job and Family Services

Print Name & Title	Signature	Date
Christie Roan Director	[signature]	05/18/2026

Additional Signatures Williams County Commissioner

Print Name & Title	Signature	Date
Scott Lirot President Scott Lirot		

SIGNATURE PAGE

WILLIAMS COUNTY COMMISSIONERS – APPROVAL

Date: 6-25-26

Scott Lirot | Bartley Westfall | Terry Rummel

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.

Michael A. Boff

Katherine J. Zartman, Williams County Prosecutor

5/26/2026
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 L. Grimm

Vickie Grimm, Williams County Auditor

06/17/26
Date

RESOLUTION 26-0328

COUNTY COMMISSIONERS' OFFICE
WILLIAMS COUNTY, BRYAN, OHIO
June 25, 2026

In the Matter of
Entering into a IV-E Contract

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 June 18, 2026 Williams County Department of Job & Family Services submitted to the Williams County Commissioners an agreement between Williams County Department of Job and Family Services and Richmeier Therapeutic Home for Title IV-E Agencies and Providers for the Provision of Child Placement. Maximum Amount Payable under this contract is $174,000.00 (2057-45-303-506001); Term: July 1, 2026 through June 30, 2027; therefore,

BE IT RESOLVED, by the Board of Williams County Commissioners we do hereby approve the IV-E Contract as set forth above. A complete copy of the agreement will be on file with Williams County Job & Family Services; therefore

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

Commissioner Rummel seconded the motion.

The vote upon adoption resulted as follows:

Mr. Scott A. Lirot, Yes

Mr. Bartley E. Westfall, Yes

Mr. Terry N. Rummel, Yes

WILLIAMS COUNTY COMMISSIONERS

Scott Lirot
President of the Board of Commissioners

Vice-Pres of the Board of Commissioners

Terry Rummel
Member of the Board of Commissioners

Ohio Department of Children and Youth

AGREEMENT FOR TITLE IV-E AGENCIES AND PROVIDERS FOR THE PROVISION OF CHILD PLACEMENT

This Agreement sets forth the terms and conditions between the parties for placement services for children who are in the care and responsibility/custody of the Agency named below.

This Agreement is between Williams County Department of Job and Family Services, a Title IV-E Agency, hereinafter "Agency", whose address is:

Williams County Department of Job and Family Services
117 W Butler St # E
Bryan, OH 43506

and

Richmeier Therapeutic Home, hereinafter "Provider", whose address is:

Richmeier Therapeutic Home
3307 N Holland Sylvania Rd # 11
Toledo, OH 43615

Collectively the "Parties".

SIGNATURES OF PARTIES:

Provider: Richmeier Therapeutic Home

Print Name & Title	Signature	Date
Laura Richmeier Exec. Director	Laura Richmeier	5/19/26

Agency: Williams County Department of Job and Family Services

Print Name & Title	Signature	Date
Christie Roan Director	Christie Roan	5/18/2026

Additional Signatures Williams County Commissioner

Print Name & Title	Signature	Date
Scott Lirot President Scott Lirot		6-25-26

SIGNATURE PAGE

WILLIAMS COUNTY COMMISSIONERS – APPROVAL

Date: 6.25.26

Scott Lirot   Terry Rummel

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

5/26/2026
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 L. Grimm

Vickie Grimm, Williams County Auditor

06/17/26
Date

RESOLUTION 26-0329

COUNTY COMMISSIONERS' OFFICE
WILLIAMS COUNTY, BRYAN, OHIO
June 25, 2026

In the Matter of
Entering into a IV-E Contract

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 June 18, 2026 Williams County Department of Job & Family Services submitted to the Williams County Commissioners an agreement between Williams County Department of Job and Family Services and OhioMHAS-Eastway Corporation for Title IV-E Agencies and Providers for the Provision of Child Placement. Maximum Amount Payable under this contract is $5,000.00 (2057-45-303-506001); Term: July 1, 2026 through June 30, 2027; therefore,

BE IT RESOLVED, by the Board of Williams County Commissioners we do hereby approve the IV-E Contract as set forth above. A complete copy of the agreement will be on file with Williams County Job & Family Services; therefore

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

Commissioner Rummel seconded the motion.

The vote upon adoption resulted as follows:

Mr. Scott A. Lirot, yes

Mr. Bartley E. Westfall, yes

Mr. Terry N. Rummel, yes

WILLIAMS COUNTY COMMISSIONERS

Scott Lirot
President of the Board of Commissioners

Vice-Pres of the Board of Commissioners

Terry R
Member of the Board of Commissioners

Ohio Department of Children and Youth

AGREEMENT FOR TITLE IV-E AGENCIES AND PROVIDERS FOR THE PROVISION OF CHILD PLACEMENT

This Agreement sets forth the terms and conditions between the parties for placement services for children who are in the care and responsibility/custody of the Agency named below.

This Agreement is between Williams County Department of Job and Family Services, a Title IV-E Agency, hereinafter "Agency", whose address is:

Williams County Department of Job and Family Services
117 W Butler St # E
Bryan, OH 43506

and

OhioMHAS-Eastway Corporation, hereinafter "Provider", whose address is:

OhioMHAS-Eastway Corporation
600 Wayne Ave
Dayton, OH 45410

Collectively the "Parties".

SIGNATURES OF PARTIES:

Provider: OhioMHAS-Eastway Corporation

	Signature	Date
Cybil Saum-Johnson VP/COO	Cybil Saum	6/15/26

Agency: Williams County Department of Job and Family Services

Print Name & Title	Signature	Date
Christie Roan-Director	ChRu	6/15/26

Additional Signatures

Print Name & Title	Signature	Date
Scott Lirot, President for the Williams County Commissioners	x Scott Lirot	06/25/2026

SIGNATURE PAGE

WILLIAMS COUNTY COMMISSIONERS – APPROVAL

Date: 10-25-26

Scott Lirot | Bartley E. Westfall | Terry Rummel

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

County Administrator, Vond T. Hall | Date

WILLIAMS COUNTY PROSECUTOR
153.44 ORC

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

Rachael A. Bod

Katherine J. Zartman, Williams County Prosecutor

04/17/2026

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 L. Grimm

Vickie Grimm, Williams County Auditor

06/17/26

Date

RESOLUTION 26-0330

COUNTY COMMISSIONERS' OFFICE
WILLIAMS COUNTY, BRYAN, OHIO
June 25, 2026

In the Matter of:
Entering into an Addenda to 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, on December 16, 2025, Resolution 25-0558 was passed entering into an IV-E Agreement between Williams County Department of Job & Family Services and Ohio Teaching Family at a cost not to exceed $300,000.00 and for a term of January 1, 2026 through June 30, 2026; and;

WHEREAS, on June 18, 2026, Williams County Job & Family Services submitted an Addenda to the Agreement between Williams County Department of Job & Family Services and Ohio Teaching Family to add additional funding of $75,398.00 to the original contract, at a new cost not to exceed $375,398.00 (2057-45-303-506001) with the term remaining the same: January 1, 2026 through June 30, 2026; therefore;

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

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

Commissioner Rummel seconded the motion.

The vote upon adoption resulted as follows:

Mr. Scott A. Lirot, yes

Mr. Bartley E. Westfall, yes

Mr. Terry N. Rummel, yes

WILLIAMS COUNTY COMMISSIONERS

Scott Lirot
President of the Board of Commissioners

Vice-Pres of the Board of Commissioners

Terry Rummel
Member of the Board of Commissioners

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Ohio Department of Job and Family Services

AGREEMENT FOR TITLE IV-E AGENCIES AND PROVIDERS FOR THE PROVISION OF CHILD PLACEMENT

ADDENDA TO AGREEMENT

The following addendum sets forth the terms and conditions between the parties for services for children involved with the agency named below:

This Agreement is between Williams County Department of Job and Family Services, A Title IV-E Agency, hereinafter "Agency," whose address is:

Williams County Department of Job and Family Services
117 W Butler St # E
Bryan, OH 43506

And Ohio Teaching Family Association hereinafter "Provider," whose address is:

Ohio Teaching Family Association
4020 Waterville Swanton Rd Po Box 300
Swanton, OH 43558

Collectively the "Parties".

Contract ID: 19529134　　　Originally Dated: 01/01/2026 to 06/30/2026

AGREEMENT FOR TITLE IV-E AGENCIES AND PROVIDERS FOR THE PROVISION OF CHILD PLACEMENT

Addenda Number 5:

Addenda Reason:	Amount
Addenda Begin Date:	01/01/2026
Addenda End Date:	
Increased Amount:	$75,398.00
Article Name:	Article VIII. Reimbursement for Placement Services

Addenda Reason Narrative:
Addendum to increase amount to cover both May and June 2026 invoicing.

SIGNATURE OF THE PARTIES

Provider: Ohio Teaching Family Association

Print Name & Title	Signature	Date
Jonathan Arnold - Business Manager	Jonathan Arnold	6/15/2026

Agency: Williams County Department of Job and Family Services

Print Name & Title	Signature	Date
Christie Roan Director	Chris L Roan	6/15/2026

Additional Signatures Williams County Commissioner

Print Name & Title	Signature	Date
Scott Lirot- President Scott Lirot		6/25/26

SIGNATURE PAGE

WILLIAMS COUNTY COMMISSIONERS – APPROVAL

Date: Jun. 25, 2026

Scott Lirot | Bartley Westfall | Terry Rummel

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

County Administrator, Vond T. Hall | Date

WILLIAMS COUNTY PROSECUTOR
153.44 ORC

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

Rachael A. Bron | 06/15/2026

Katherine J. Zartman, Williams County Prosecutor | 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 L. Grimm | 06/16/26

Vickie Grimm, Williams County Auditor | Date

RESOLUTION 26-0331

COUNTY COMMISSIONERS' OFFICE
WILLIAMS COUNTY, BRYAN, OHIO
June 25, 2026

In the Matter of:
Entering into an Addenda to 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, on December 18, 2025, Resolution 25-0570 was passed entering into an IV-E Agreement between Williams County Department of Job & Family Services and The Village Network at a cost not to exceed $30,000.00 and for a term of January 1, 2026 through June 30, 2026; and;

WHEREAS, on June 18, 2026, Williams County Job & Family Services submitted an Addenda to the Agreement between Williams County Department of Job & Family Services and Ohio Teaching Family to add additional funding of $4,209.00 to the original contract, at a new cost not to exceed $34,209.00 (2057-45-303-506001) with the term remaining the same: January 1, 2026 through June 30, 2026; therefore;

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

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

Commissioner Rummel seconded the motion.

The vote upon adoption resulted as follows:

Mr. Scott A. Lirot, yes

Mr. Bartley E. Westfall, yes

Mr. Terry N. Rummel, yes

WILLIAMS COUNTY COMMISSIONERS

Scott Lirot

President of the Board of Commissioners

Vice-Pres of the Board of Commissioners

Terry Rummel

Member of the Board of Commissioners

VOL 165 PAGE 1082

Ohio Department of Job and Family Services

AGREEMENT FOR TITLE IV-E AGENCIES AND PROVIDERS FOR THE PROVISION OF CHILD PLACEMENT

ADDENDA TO AGREEMENT

The following addendum sets forth the terms and conditions between the parties for services for children involved with the agency named below:

This Agreement is between Williams County Department of Job and Family Services, A Title IV-E Agency, hereinafter "Agency," whose address is:

Williams County Department of Job and Family Services
117 W Butler St # E
Bryan, OH 43506

And The Village Network hereinafter "Provider," whose address is:

The Village Network
2000 Noble Dr
Wooster, OH 44691

Collectively the "Parties".

Contract ID: 19529136 Originally Dated: 01/01/2026 to 06/30/2026

Ohio Department of Job and Family Services

AGREEMENT FOR TITLE IV-E AGENCIES AND PROVIDERS FOR THE PROVISION OF CHILD PLACEMENT

Addenda Number 1:

Addenda Reason:	Amount
Addenda Begin Date:	01/01/2026
Addenda End Date:	
Increased Amount:	$4,209.00
Article Name:	Article VIII. Reimbursement for Placement Services

Addenda Reason Narrative:
Addenda to cover increase of amount to cover June invoicing.

SIGNATURE OF THE PARTIES

Provider: The Village Network

Print Name & Title	Signature	Date
Richard Graziano		6/16/26

Agency: Williams County Department of Job and Family Services

Print Name & Title	Signature	Date
Christie Roan- Director		6/15/2026

Additional Signatures Williams County Commissioner

Print Name & Title	Signature	Date
Scott Lirot President		06/28/2026

SIGNATURE PAGE

WILLIAMS COUNTY COMMISSIONERS – APPROVAL
Date: 6-25-26

Scott Lirot	Bartley Westfall	Terry Rummel
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.

Rachael A. Bost

Katherine J. Zartman, Williams County Prosecutor

06/17/2026
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 L. Grimm

Vickie Grimm, Williams County Auditor

06/22/26
Date

RESOLUTION 26-0332

COUNTY COMMISSIONERS' OFFICE
WILLIAMS COUNTY, BRYAN, OHIO
June 25, 2026

In the Matter of
Entering into a 2nd Amendment to Technical
Assistance Agreement – PY23 Lead Safe Ohio

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

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

Commissioner Westfall moved adoption of the following resolution:

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

WHEREAS, on April 21, 2026, Resolution 26-0203 was passed approving an Amended Agreement for Technical Assistance for amended funding and amended term: December 1, 2023 to August 31, 2026; and

WHEREAS, Maumee Valley Planning Organization (MVPO) submitted to the Williams County Commissioners a 2nd Amendment to Agreement for Technical Assistance between the Board of County Commissioners, Williams County and MVPO for amended funding and amended term: Services will commence upon execution of the Grant Agreement and will be completed following the preparation of the final performance report as described in the attached agreement; therefore

BE IT RESOLVED, by the Board of Williams County Commissioners we do hereby approve the 2nd Amendment to Agreement as set forth above and attached. A copy of the 2nd Amended Agreement will be on file with MVPO; therefore

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

Commissioner Rummel seconded the motion.

The vote upon adoption resulted as follows:

Mr. Scott A. Lirot, Yes

Mr. Bartley E. Westfall, yes

Mr. Terry N. Rummel, yes

WILLIAMS COUNTY COMMISSIONERS

Scott Lirot
President of the Board of Commissioners

Vice-Pres of the Board of Commissioners

Terry Rummel
Member of the Board of Commissioners

AGREEMENT FOR TECHNICAL ASSISTANCE
2nd AMENDMENT

THIS AGREEMENT, made and entered into on the 25th day of ~~March 2024~~ June 2024, by and between the BOARD OF COUNTY COMMISSIONERS, WILLIAMS COUNTY, BRYAN, OHIO hereinafter called the "COUNTY" and MAUMEE VALLEY PLANNING ORGANIZATION of 1300 East Second Street, Suite 200, Defiance, Ohio 43512, hereinafter called the "CONSULTANT", WITNESSETH THAT:

WHEREAS, the COUNTY desires assistance in the administration of funds available under the COUNTY'S PY2023 **2ND AMENDMENT** LEAD SAFE OHIO PROGRAM, STATE OF OHIO STATE AND LOCAL FISCAL RECOVERY FUND (SLFRF), Grant Number LED-2023-202438.

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

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

I. SCOPE OF SERVICES

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

II. LOCAL GOVERNMENT REPRESENTATIVE

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

III. RECORD KEEPING REQUIREMENTS

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

IV. TIME PERFORMANCE

Services to be performed in relation to the Program Year 2023 **2ND AMENDMENT** Lead Safe Ohio Program, State of Ohio State and Local Fiscal Recovery Funds (SLFRF) will be executed as follows:

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

V. TERMINATION OF AGREEMENT

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

VI. COMPENSATION

In consideration of the services rendered by the Consultant under the provisions of the Agreement, the County agrees to provide the following compensation. Amounts presented below represent all funds from the approved activities as listed in **2ND AMENDMENT** LED-2023-202438 Appendix A and Appendix B of the Grant Agreement and will be paid directly to the Consultant.

A. Compensation billing schedule per activity:

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

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

2ND AMENDMENT General Administration – The total ADDITIONAL general administration fee for the program is $7,500. This amount shall be invoiced in 1 lump sum payment.

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

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

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

VII. AMENDMENTS

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

VIII. ASSIGNMENT

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

IX. NONDISCRIMINATION

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

X. DISPUTE RESOLUTION PROCEDURES

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

XI. CONFLICTS OF INTEREST

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

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

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

BOARD OF COUNTY COMMISSIONERS WILLIAMS COUNTY	MAUMEE VALLEY PLANNING ORGANIZATION
By: Scott Lirot	By: Dennis Miller
Scott Lirot, Commissioner	Dennis Miller, Director
By: Bartley E. Westfall	
Bartley E. Westfall, Commissioner	
By: Terry Rummel	
Terry N. Rummel, Commissioner	
04/25/24	
ATTEST: Anne Retcher	ATTEST: Mary Hall
Anne Retcher, Clerk	Mary Hall, Fiscal Officer

APPROVED AS TO FORM:

See Attached

Attorney

Date:

ORIGINAL AUDITOR'S CERTIFICATE

Certificate of Available Funds
RC 5705.41

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

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

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

1st AMENDMENT

ADDITIONAL

Certificate of Available Funds
RC 5705.41

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

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

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

2ND AMENDMENT

Certificate of Available Funds
RC 5705.41

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

No. 2063-47-161-503460, in the sum of $7,500.00, free from any previous encumbrances.

Dated: June ____, 2026 By________________________________
Auditor

APPENDIX A
WORK PROGRAM

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

<u>General Grant Management Services</u>

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

<u>Fiscal Services</u>

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

<u>Construction Management Services</u>

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

<u>Fair Housing Services</u>

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

ORIGINAL

PY 2023 Lead Safe Ohio

Attachment A: Scope of Work and Budget

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

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

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

Project Description

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

Awarded Program Budget

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

Proposed Outcomes

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

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

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

1st AMENDMENT

FIRST AMENDMENT
TO
GRANT AGREEMENT

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

RECITALS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[*signatures on following page*]

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

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

LED-2023 - 202438A

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

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

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

2. Amendment to Attachment A: Amended Scope and Budget: The following sections within the Grant Information table in Attachment A of the Agreement are hereby deleted in its entirety and replaced with the following:

Grant Information	
CFDA	21.027
Program	Lead Safe Ohio
Grant Number	LED-2023 - 202438
Original Grant Award	$244,000
Total Grant Award	$419,000
Amendment Number	2

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

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

[*signatures on following page*]

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

GRANTEE:	GRANTOR:
Williams County	**State of Ohio** **Department of Development** Lydia L. Mihalik, Director
By: E-SIGNED by Scott Lirot on 2026-05-27 12:39:50 EST	By: E-SIGNED by Patrick Smith on 2026-05-27 12:51:53 EST
Print: Scott Lirot	Print: Patrick Smith
Title: President	Title: Chief, Community Services Division
Date: 2026-05-27 12:39:50	Date: 2026-05-27 12:51:53

LED-2023 - 202438B

Grantee:	**Williams County**	
Grant Number:	**LED-2023 - 202438**	
Date:	**02/27/2026**	
Activity Type	**Current Budget**	**Change Request**
Lead Safe Renovations (LSR)	$ 170,330.00	$ 102,012.00
Lead Abatement	$ 49,270.00	$ 275,088.00
Lead Cleaning Only	$ -	
Equipment	$ -	$ -
Administration**	$ 24,400.00	$ 41,900.00
Total	$ 244,000.00	$ 419,000.00

*Total grant amount cannot be changed

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

APPENDIX B

Appendix B

2023 Fee Schedule for Lead Safe Ohio

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

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

SIGNATURE PAGE

WILLIAMS COUNTY COMMISSIONERS – APPROVAL

Date: June 25, 2026

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

County Administrator, Vond T. Hall — Date

WILLIAMS COUNTY PROSECUTOR
153.44 ORC

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

Katherine J. Zartman, Williams County Prosecutor — Date: 6/8/26

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

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

Vickie Grimm, Williams County Auditor — Date: 06/15/26

RESOLUTION 26-0333

COUNTY COMMISSIONERS' OFFICE
WILLIAMS COUNTY, BRYAN, OHIO
June 25, 2026

In the Matter of:
Entering into an Updated 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, on September 14, 2023, Resolution 23-0276 was passed approving the Real Estate Purchase Agreement between Williams County and Crossed Rifles, LLC at a cost not to exceed $80,000.00 for lots located at 000 N. Main Street/N. Lynn Street: 063-170-05-001.000; 063-170-04-007.001; 063-170-04.006.001; and;

WHEREAS, on December 14, 2023 in open session the Board of Williams County Commissioners signed an extension of the closing date to: 01-31-2024; and;

WHEREAS, on February 13, 2024 in open session the Board of Williams County Commissioners signed an extension of the closing date to: 03-29-2024; and;

WHEREAS, on May 7, 2024 in open session the Board of Williams County Commissioners signed an extension of the closing date to: 09-01-2024; and;

WHEREAS, on April 4, 2025, Crossed Rifles, LLC is hereby requesting an additional Extension of the Closing Date to: 12-31-2025 allowing all parties to agree to close once we can issue a clean title; therefore;

WHEREAS, on June 18, 2026, Crossed Rifles, LLC is hereby requesting an updated Residential Real Estate Purchase Agreement with a new Closing Date to: 07-30-2026 allowing all parties to agree to close, at the time the County receives the clean title payment of $80,000 will be issued; therefore;

BE IT RESOLVED, by the Board of Williams County Commissioners we do hereby approve the updated Residential Real Estate Purchase Agreement set forth above and attached hereto. A copy of the agreement and addenda will be on file with Williams County Commissioners' Office; therefore

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

Commissioner 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

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RESIDENTIAL REAL ESTATE PURCHASE AGREEMENT

Form approved by the Northwest Ohio REALTORS® and is for exclusive use of REALTOR® members only

No changes, omissions or additions to the printed form may be made without the prior written approval of the Northwest Ohio REALTORS®, except within space provided in the paragraph entitled ADDITIONAL TERMS

This is a legal agreement. It is recommended that both parties secure the services of an attorney.

PURCHASER(S): Williams County Commissioners

PURCHASER'S BROKER/AGENT: Wayne Wilson

Phone/E-mail: ______

License #: ______

SELLER(S): Crossed Rifles, LLC

SELLER'S BROKER/AGENT: T.J. Zimmerman

Phone/E-mail: 419-636-5622

License #: ______

1. OFFER. The undersigned purchaser(s) ("Purchaser") offers to buy from the owner(s) ("Seller") the property described below ("Property") on the terms contained in this offer ("Offer"). Upon delivery of the executed acceptance ("Acceptance"), this Offer shall become a legally binding contract ("Agreement").

2. PROPERTY. 000 N. Main St | Bryan | Williams | OH | 43506

Street Address | City, Village, Township | County | State | Zip

Parcel I.D.# Lots 23-28

The Property includes the land and all appurtenant rights, privileges and easements, all buildings and fixtures, including without limitation, all of the following as are NOW on the Property: electrical; heating; cooling; water heaters; wood burning stoves; plumbing; built-in appliances; light fixtures; bathroom mirrors and fixtures; awnings; screens; storm windows and doors; landscaping (including plants, trees, exterior lighting controls and accessories); fences (including subsurface electric fences, wall units but excepting collars); gazebos; disposals; TV antennas; TV wall mounts; basketball poles, backboards and hoops (except those that are portable); mailboxes and permanently affixed flagpoles; built-in electronics wiring; curtain rods, blinds and brackets; central vacuum systems and components; ceiling fans and controls; fire and smoke alarms/detectors and carbon monoxide detectors; pumps (septic, sump and water); radon mitigation systems; doorbells; thermostats; garage door openers and controls; attached carpeting; and any of the following *owned* items that are checked:

☐ washing machine and clothes dryer ☐ existing fireplace equipment ☐ ranges / ovens
☐ microwave ovens ☐ kitchen refrigerators ☐ dishwashers
☐ window air conditioners ☐ wine cooler/refrigerator ☐ water softeners
☐ all existing window treatments ☐ satellite TV reception systems ☐ wall mounted TV(s)
☐ generators ☐ security systems, cameras/controls ☐ utility/storage buildings/shed
☐ affixed gas/oil tanks not including fuel therein unless otherwise agreed by the parties
☐ other appliances: ______

NOT included: ______

The following checked equipment is *leased* by the Seller and is *not* included with the Property:

☐ appliances (specify: ______) ☐ security system
☐ solar panels & accessories ☐ water heater
☐ propane tank ☐ shed
☐ water conditioning system ☐ other: ______

3. PRICE. The Purchase Price shall be $ 80,000.00 payable at Closing by certified funds or wire transfer in immediately available funds in U.S. Dollars.

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4. **DEPOSIT.** Purchaser has paid or shall pay an earnest money deposit to ______________________________ which deposit shall be applied toward the Purchase Price at Closing, in the amount of $ -0- ______________ (the "**Deposit**"):

☐ with this Offer (to be deposited in trust account upon Acceptance).

☐ within three (3) days of Acceptance (to be deposited in trust account upon receipt).

If neither of the immediately preceding boxes are checked, the Deposit shall be payable within three (3) days after Acceptance. The parties agree to promptly execute an escrow agreement if the Deposit is to be held by anyone that is not a Broker licensed by the State of Ohio. If the holder of the Deposit designated above has a standard escrow agreement, the parties agree to accept and be bound by the terms thereof, provided that in the event of any conflict between the terms of the escrow agreement and this Agreement, the terms of this Agreement shall prevail. If any portion of the Deposit is designated as non-refundable in the paragraph entitled **ADDITIONAL TERMS,** Purchaser consents to the payment of such portion of the Deposit that is non-refundable to Seller.

Purchaser or Purchaser's Broker shall deliver written notice to Seller within three (3) days after the Deposit deadline indicated above, confirming that Purchaser timely paid the Deposit. If Seller fails to receive confirmation that the Deposit is paid and such failure continues for three (3) days after written request for the same from Seller, Seller may terminate this Agreement by delivering written notice of termination to Purchaser any time prior to receiving such confirmation.

5. **FORM OF PAYMENT; FINANCING.** This Agreement ☐ is ☒ **is not** conditioned on Purchaser securing ☐ Conventional ☐ FHA ☐ VA ☒ Other CASH ______________ (If Other is selected, write in type of loan) financing within ________ days after Acceptance or until ___/___/___ (the "**Financing Contingency Period**").

If this Agreement is not conditioned on financing, Purchaser shall immediately deliver evidence reasonably satisfactory to Seller that Purchaser has financial resources readily available as necessary to complete this transaction. If Purchaser does not deliver such evidence within three (3) days of Acceptance, Seller shall have the option to terminate this Agreement by delivering written notice of termination to Purchaser any time prior to Seller's receipt of such evidence.

If this Agreement is conditioned upon financing and the number of days and date fields in the preceding sentence are left blank, the Financing Contingency Period is thirty (30) days from the date of Acceptance. Purchaser shall submit an application for such loan and pay any and all fees required by the lender to be paid at the time of application within seven (7) days of Acceptance. Purchaser shall provide written notice to Seller identifying the name of the selected lender together with evidence of such application within ten (10) days of Acceptance. If Purchaser fails to timely provide notification identifying the lender and evidence of submission of a loan application and continues such failure for three (3) days after written request for the same from Seller, Seller may terminate this Agreement by delivering written notice of termination to Purchaser any time prior to receiving such notification and evidence of loan application. Purchaser is required to diligently pursue its financing in good faith, to timely provide any and all information and documentation necessary or reasonably requested by the selected lender during the mortgage loan application and approval process, and to maintain Purchaser's credit in good standing.

If a final clear to close for the financing cannot be obtained by Purchaser during the Financing Contingency Period, either party may terminate this Agreement by delivering written notice of termination to the other within three (3) days after the expiration of the Financing Contingency Period and the termination procedures of the paragraph entitled **TERMINATION PROCEDURES** shall apply. If FHA or VA is selected, the following additional terms shall apply: (a) Seller may be required to pay certain fees on behalf of the Purchaser, and Seller may request information concerning these fees from the Purchaser's lender; and (b) the parties agree to execute any documents reasonably required by Purchaser's lender, FHA or VA in connection with Purchaser's FHA or VA loan, including but not limited to the FHA/VA amendatory clause and certifications as same may be amended.

If Purchaser desires to change the source or amount of the Purchaser's financing and such change imposes additional obligations on the Seller or adversely affects the likelihood of Purchaser's ability to comply with the dates set forth in this Agreement, such change must be approved by Seller in writing, which approval shall not be unreasonably withheld.

6. **CONCESSIONS PAYABLE FROM SELLER TO PURCHASER.** Seller shall pay an amount equal to $ -0- or ________% of the Purchase Price at Closing, to Purchaser that Purchaser may apply, at its discretion, to its expenses relating to (a) financing, (b) escrow/title, (c) prepaid expenses, (d) Purchaser's attorney fees, and (e) other closing costs required by this Agreement to be paid by Purchaser or otherwise incurred by Purchaser in connection with this transaction.

7. **COMPENSATION OF PURCHASER'S BROKER.** Purchaser ☒ is ☐ **is not** represented by a broker. If Purchaser is represented by a broker, Purchaser represents and warrants that Purchaser is not requesting Seller or Seller's Broker to pay more than Purchaser is obligated to pay Purchaser's Broker. Purchaser's Broker Fee shall be paid as follows:

(a) Amount to be paid by Seller:	$________	or	2.4%	% of the Purchase Price.
(b) Amount to be paid by Seller's Brokerage:	$________	or	________	% of the Purchase Price.
(c) Amount to be paid by Purchaser:	$________	or	0%	% of the Purchase Price.
Total (sum of (a), (b) and (c)):	$________	or	2.4%	% of the Purchase Price.

<u>All amounts in (a), (b) and (c) of this Paragraph shall be reflected on the Settlement Statement and paid through the Title Company (as hereafter defined) at Closing.</u> If Seller's broker or Purchaser's broker is accepting less than such broker is entitled to, the parties shall enter into a **Compensation Reduction Inducement Addendum** as required by the Ohio Real Estate Broker Act codified at Ohio Rev. Code Chapter 4735.

The amounts provided for in the paragraph entitled **CONCESSIONS PAYABLE FROM SELLER TO PURCHASER** and this paragraph entitled **COMPENSATION OF PURCHASER'S BROKER** are separate and distinct obligations.

8. **CLOSING AND SALE CONTINGENCY.** This Agreement and the parties' obligations hereunder ☐ **are** ☒ **are not** expressly conditioned on the closing of the sale of ____________________________________ (the "**Purchaser's Existing Property**") which is:

- ☐ not currently on the market but will be active (not "coming soon") by ___/___/___.
- ☐ actively on the market but not currently under contract, or
- ☐ currently under contract since ___/___/___.

If the Purchaser's Existing Property is currently under contract and such contract is subsequently terminated, Purchaser shall immediately notify Seller in writing, whereupon this Agreement shall be automatically terminated and the termination procedures of the paragraph entitled **TERMINATION PROCEDURES** shall apply.

If the Purchaser's Existing Property is <u>not</u> presently under contract Purchaser shall make reasonably diligent efforts to market and sell Purchaser's Existing Property with the assistance of a broker. Purchaser ☐ **may** ☐ **may not** accept an offer for Purchaser's Existing Property that is contingent upon sale of that purchaser's residence. If Purchaser's Existing Property is not under contract on or before ___/___/___ the Agreement shall **automatically** terminate and the termination procedures of the paragraph entitled **TERMINATION PROCEDURES** shall apply.

If the Purchaser's Existing Property comes under contract after Acceptance the following shall apply: (a) Purchaser shall deliver an unredacted copy of contract to Seller and (b) Purchaser shall have the option to extend Closing for up to _____ days to accommodate the closing date of such contract. Purchaser shall keep Seller updated, in writing, as to the status of Purchaser's efforts to market and sell Purchaser's Existing Property.

9. **CLOSING, POSSESSION AND TAX PRORATION.** Closing shall be held on (or before, with mutual consent) 7/30/25 ("**Closing**"), unless extended as provided in this Agreement or by written mutual consent. Closing shall be deemed to have occurred when the Title Company (as hereinafter defined) disburses all of Seller's proceeds. Possession shall be granted ☒ at Closing ☐ ________ days after Closing at _____:_____ ☐ A.M. ☐ P.M. (in accordance with the terms and conditions of the parties' Post-Closing Possession Addendum, if any), subject to rights of tenants, if any, listed in the paragraph entitled **ADDITIONAL TERMS** or in the Leased Property Addendum.

Real estate taxes and assessments, both general and special, shall be pro-rated in accordance with the ☐ due and payable method or ☒ lien method. If the Property is located in Lucas County the due and payable method shall be used regardless of whether or not the lien method is checked in the prior sentence. If no method is specified in this Agreement and the Property is not in Lucas County, the proration shall be in accordance with the lien method. All prorations pursuant to this paragraph shall be final at Closing and not subject to re-proration. The parties hereby expressly authorize any lender and/or closing agent to provide the parties' brokers, agents and attorneys with the closing settlement statement for review in advance of Closing.

10. **INSPECTIONS.** Purchaser, at Purchaser's expense, shall have the right until the later of -0- days after Acceptance or until ___/___/___ ("**Inspection Period**") to obtain inspections of the Property. Purchaser is encouraged to obtain such inspections from a Licensed home inspector (as defined in Ohio Revised Code Chapter 4764) and is advised that inspections required by FHA, VA or lenders do not necessarily eliminate the need for other inspections.

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items specifically disclosed in this Agreement and in the Residential Property Disclosure Form remain subject to Purchaser's inspection rights. During the Inspection Period, Purchaser and Purchaser's inspectors and contractors shall be permitted access to the Property at reasonable times and upon reasonable advance notice to Seller. Purchaser shall be responsible for any damage to the Property caused by Purchaser or Purchaser's inspectors or contractors during such inspections. Purchaser may make a final "walk through" inspection of the Property within three (3) days prior to Closing to assure that the condition of the Property has not been materially changed. The results of Purchaser's inspections pursuant to this Paragraph are subject to the satisfaction of the Purchaser.

In the event Purchaser is not satisfied with the results of the inspections, Purchaser shall notify Seller in writing before the expiration of the Inspection Period, whereupon Purchaser and Seller shall have a period of seven (7) days after receipt of such written notice of dissatisfaction to agree upon a remedy satisfactory to Purchaser (the "**Inspection Negotiation Period**"). Purchaser shall have the right to terminate this Agreement by providing written notice to Seller at any time prior to the earlier of: (a) the expiration of the Inspection Negotiation Period; or (b) the parties' written agreement for a remedy to all unsatisfactory conditions or waiver thereof. Upon termination as provided in this Paragraph, the termination procedures of the paragraph entitled **TERMINATION PROCEDURES** shall apply. **If the parties fail to reach a written agreement for a remedy to all unsatisfactory conditions or waiver thereof prior to the expiration of the Inspection Negotiation Period, this Agreement shall automatically terminate.** If Purchaser and Seller agree to remedy an unsatisfactory condition of the Property, it is agreed that (x) the remedy shall be completed in a good and workmanlike manner at least five (5) days prior to Closing, (y) Seller shall provide paid receipts for such work if such work was completed by contractors and (z) the work is subject to the reasonable satisfaction of Purchaser at any time prior to Closing.

IF PURCHASER FAILS TO NOTIFY SELLER IN WRITING BEFORE THE EXPIRATION OF THE INSPECTION PERIOD THAT PURCHASER IS NOT SATISFIED WITH THE RESULTS OF ITS INSPECTIONS, PURCHASER SHALL BE DEEMED TO BE SATISFIED WITH THE RESULTS OF ITS INSPECTIONS AND PURCHASER'S RIGHT OF TERMINATION SET FORTH ABOVE SHALL BE WAIVED.

11. **SEX OFFENDER AND VIOLENT OFFENDER REGISTRATION.** Purchaser acknowledges that, pursuant to Ohio Rev. Code Chapters 2950 and 2903, information regarding registered sex offenders and violent offenders is maintained by the County Sheriff and the Ohio Attorney General and is available to the public. Purchaser further acknowledges that it has had the opportunity to review such publicly available information, to conduct any investigation it deems necessary regarding the presence or location of registered offenders, and that neither Seller nor any agent of Seller has made any representation or warranty regarding the same. Purchaser agrees that Purchaser is not relying on Seller or any real estate licensee for such information.

12. **APPRAISAL.** This Agreement ☐ is ☒ is not conditioned upon the Property appraising by Purchaser's lender or an appraiser of Purchaser's choice at no less than the Purchase Price by the later of the expiration of the Financing Contingency Period or the Inspection Period. If no appraisal is obtained within the stated time period, this condition is waived and no longer a part of the Agreement. If the Property fails to appraise at or above the Purchase Price, Purchaser may terminate this Agreement prior to the expiration of the applicable time period and the termination procedures of the paragraph entitled **TERMINATION PROCEDURES** shall apply. **If none of the options provided in this Paragraph are selected, it shall be as if "is" was selected and this Paragraph shall apply.**

13. **PROPERTY INSURANCE.** If homeowner's insurance cannot be obtained, or can be obtained only at a higher than standard rate due to the condition or claims history of the Property, then the Purchaser may terminate this Agreement by providing written notice to Seller by the later of the expiration of the Financing Contingency Period or the Inspection Period, and the termination procedures of the paragraph entitled **TERMINATION PROCEDURES** shall apply.

14. **SPECIAL FLOOD HAZARD AREA.** If the Property is determined to be in a Special Flood Hazard Area, as determined by the current Flood Maps published by the Federal Emergency Management Agency, Purchaser may terminate this Agreement by providing written notice to Seller by the later of the expiration of the Financing Contingency Period or the Inspection Period, and the termination procedures of the paragraph entitled **TERMINATION PROCEDURES** shall apply.

15. **OWNERS' ASSOCIATION.** The Property ☐ is ☒ is not subject to a condominium association, homeowners' association, or other form of planned community association (an "**Association**"). If the Property is not subject to an Association, the remainder of this Paragraph is inapplicable to this Agreement.

Within seven (7) days after Acceptance of this Agreement, Seller will deliver to Purchaser true, complete and current copies of the declaration, the bylaws of the Association, the Association rules and regulations (if any), documents reflecting to the current financial status of the Association, and any other material document(s) relating to the creation or operation of the Association (collectively, the "**Association Documents**"). Purchaser shall have five (5) days after receipt of the Association Documents to review and approve the same. If Purchaser disapproves of the Association Documents, Purchaser may terminate this Agreement by providing written notice prior to the expiration of the five (5)

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day review and approval period and the termination procedures of the paragraph entitled **TERMINATION PROCEDURES** shall apply.

Seller represents that: (a) the current fees/dues/assessments of the Association are $____________ per month, which fees are paid current through the date of Acceptance and will be paid as they become due until Closing; (b) there are no recent, proposed or unpaid assessments by the Association against the Property except as disclosed in writing to Purchaser; (c) to the best of Seller's knowledge, there is no pending or threatened legal action involving the Property or the Association; and (d) to the best of Seller's knowledge, the financial status of the Association is accurately reflected in the Association Documents and the Association is not currently or in the near future in danger of becoming insolvent, bankrupt or subject to receivership. Seller agrees to execute documents reasonably required by Purchaser's lender to confirm status of the Association and the owner occupancy rate within the Association.

Approval by the Association and/or other owners ☐is ☒**is not** required for the sale of the Property. If such approval is required, Seller will attempt in good faith to obtain all required approvals at least fifteen (15) days prior to Closing, will deliver a copy of such approval(s) to Purchaser immediately upon receipt and will deliver the original thereof at Closing. If Seller does not obtain all required approvals within forty-five (45) days after Acceptance, Purchaser shall have the right to terminate the Agreement and the provisions of the paragraph entitled **TERMINATION PROCEDURES** shall apply.

16. **HOME WARRANTY.** Seller ☐**shall** ☒**shall not** be required, at Seller's expense, to provide Purchaser a one (1) year home warranty issued by ____ at a cost not to exceed $__________. If a home warranty is to be provided, it shall be ordered by ☐Seller's agent or ☐Purchaser's agent. This warranty does not cover known pre-existing conditions. This warranty does not preclude the need for nor act as a substitute for any inspections of the Property as set forth in the paragraph entitled **INSPECTIONS.**

17. **CONDITION OF PROPERTY.** Except as previously disclosed in writing to Purchaser, Seller has no knowledge of any underground tanks, faulty major appliances, faulty electrical, plumbing, heating, cooling, sewer, septic, well or water systems, structural or chimney defects, hidden or latent defects (including leakage or water seepage) in the Property.

EXCEPT: ____

Purchaser acknowledges that, subject to Purchaser's inspection rights in the paragraph entitled **INSPECTIONS,** Purchaser is purchasing the Property in its present physical condition ("as is" and "where is") as of the date of Acceptance, including any defects or problems specified in this Agreement or that have been otherwise disclosed in writing by Seller.

NOTICE REGARDING RESIDENTIAL PROPERTY DISCLOSURE FORM: Ohio Revised Code Sec. 5302.30 requires most sellers to complete a Residential Property Disclosure Form. Purchaser may be entitled to rescind this Agreement if a Residential Property Disclosure Form is required but not provided prior to Acceptance. A Residential Property Disclosure Form ☐has ☒**has not** been completed by Seller and delivered to Purchaser.

If Seller believes it is exempt from completing the Residential Property Disclosure Form, Seller shall provide notice to the Purchaser with the basis for such exemption (this notice may be provided pursuant to the Ohio REALTORS® Residential Property Disclosure Exemption Form).

LEAD WARNING STATEMENT: Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before purchasing pre-1978 housing, sellers must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling.

LEAD WARNING STATEMENT: The Property ☐is ☒**is not** subject to disclosure for the presence of known lead-based paint and/or lead-based paint hazards. If the Property is subject to such disclosure, a Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards ☐has ☒**has not** been completed by Seller and delivered to Purchaser.

Purchaser acknowledges receipt of the pamphlet on lead poisoning prevention entitled "Protect Your Family From Lead In Your Home".

18. **SPECIFIC DISCLOSURES:** In addition to the representations of Seller elsewhere in this Agreement, Purchaser has relied on the following additional specific disclosures and/or representations. (IF NONE, WRITE "NONE")

____

19. **DEED.** Seller shall convey to Purchaser marketable title to the Property in fee simple by transferable and recordable general warranty deed with proper release of dower, if any, or fiduciary deed, whichever is appropriate, free and clear of all liens and encumbrances, except (a) those items excepted in the paragraph entitled TITLE and (b) taxes and assessments not due and payable until after the date of Closing.

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20. **PRORATIONS AND CLOSING COSTS.** Seller shall pay all taxes and assessments, both general and special, due and payable as of the date of Closing. Taxes and assessments, both general and special, shall be prorated as of the date of Closing in accordance with the method specified in the paragraph entitled **CLOSING, POSSESSION AND TAX PRORATION.** In prorating taxes, the latest available rates and valuations shall be used. Agricultural tax recoupment, if any, shall be paid by Seller. Rentals, condominium fees, homeowner association fees, and interest on mortgages assumed by Purchaser shall be prorated to the date of Closing. Seller shall pay the conveyance fee. Seller and Purchaser shall pay their respective share of closing agent's closing fees.

21. **TITLE.** Title evidence for the Property shall be prepared and issued by JOURNEY Title (the "**Title Company**") in the form of a Commitment for an Owner's Policy of Title Insurance. The title evidence shall be continued to the date of Closing and shall show record title to be marketable in the name of Seller, free and clear from material defects, liens and encumbrances, except (a) those created or assumed by Purchaser, (b) those specifically set forth in this Agreement, (c) those liens and mortgages that will be released at (or before) Closing and removed from title, (d) rights of tenants specifically disclosed to Purchaser in the paragraph entitled **ADDITIONAL TERMS** or the Leased Property Addendum, if any, (e) zoning ordinances, (f) legal highways, and (g) restrictions and utility easements of record (unless they unreasonably interfere with the location of existing buildings, the present use of the Property, or uses which Purchaser has disclosed to Seller in writing). If the title evidence reveals any other title defect(s), Seller shall have thirty (30) days after demand by Purchaser to remove such defect(s) and Closing shall be delayed accordingly. If Seller is unable or unwilling to remove the defect(s), Purchaser may accept title subject to such defect(s) or may terminate this Agreement and the termination procedures in the paragraph entitled **TERMINATION PROCEDURES** shall apply.

EXPLANATION OF TITLE INSURANCE. An Owner's Policy of Title Insurance (an "**Owner's Policy**") requires a one-time premium payment and, subject to the specific terms, conditions, and exclusions contained in the policy protects the Purchaser against covered losses caused by title (ownership) defects to the Property that exist as of the effective time and date of the Owner's Policy. Casualty and/or liability insurance do not provide any coverage for title defects, including, but not limited to ownership disputes, liens, or encumbrances. Likewise, a Lender's Policy of Title Insurance, if required by the lender (at an additional cost), does not provide coverage to the Purchaser.

An Owner's Policy, while not required, is strongly recommended. Purchaser is strongly encouraged to consult with legal counsel and/or the Title Company regarding title insurance coverage options. Purchaser acknowledges that it is Purchaser's sole responsibility to make inquiries regarding the types and benefits of Owner's Policies prior to Closing.

OWNER'S POLICY ELECTION.

- ☐ Purchaser selects an ALTA Owner's Policy of Title Insurance (standard coverage);
- ☒ Purchaser selects an ALTA Homeowner's Policy of Title Insurance (enhanced coverage) (if applicable); or
- ☐ Purchaser elects not to purchase an Owner's Policy.

If Purchaser initially elects to not obtain an Owner's Policy and later decides to obtain an Owner's Policy after acceptance, all costs of the Owner's Policy shall be paid by Purchaser.

TITLE COSTS. Purchaser shall pay all costs of the (a) title search/exam, (b) title binder fee and (c) Lender's Policy of Title Insurance (including all endorsements required by the lender, if any).
If Purchaser elects to obtain an Owner's Policy, the premium shall be paid as follows:

- ☐ Purchaser shall pay the entire cost;
- ☒ Seller shall pay the entire cost; or
- ☐ Seller shall pay______% of the cost but not to exceed $___________ and Purchaser shall pay the balance.

Any contribution toward the cost of the Owner's Policy is in addition to any amounts set forth in the paragraph entitled **CONCESSIONS PAYABLE FROM SELLER TO PURCHASER.**

22. **SELLER'S REPRESENTATIONS.** Seller represents that with respect to the Property (a) to the best of Seller's knowledge, no orders of any governmental authority are pending, (b) no work has been performed or improvements constructed that may result in future assessments, (c) no notices have been received from any public agency with respect to condemnation or appropriation, change in zoning, proposed future assessments, correction of conditions or other similar matters, (d) unless disclosed in the paragraph entitled **ADDITIONAL TERMS** or the Leased Property Addendum, there are no tenants in possession of the Property nor any persons who have tenancy rights to any portion of the Property, and (e) to the best of Seller's knowledge, no toxic, dangerous or other hazardous substances have been released on or from the Property and no other adverse environmental conditions affect the Property. Seller further represents that title to any personal property included in the Property being sold to Purchaser is free, clear and unencumbered, and that Seller's marital status is as indicated next to Seller's signature on the signature page of this Agreement.

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23. **PURCHASER'S ACKNOWLEDGEMENTS.** Purchaser acknowledges that (a) Purchaser has examined the Property, (b) Purchaser has the opportunity to obtain additional inspections, (c) Seller has not made any representations concerning the Property upon which Purchaser has relied, except as specifically set forth in this Agreement, (d) Purchaser is not relying upon any facts set forth in any brokerage information sheet or information provided by Northwest Ohio Real Estate Information System (NORIS), (e) unpaid water and sewer bills may become a future lien against the Property, and (f) Seller's representations contained in this Agreement are based on Seller's actual knowledge and do not constitute a warranty concerning the condition of the Property.

24. **BROKERAGE DISCLAIMER.** Purchaser and Seller acknowledge that no broker or agent involved in this transaction has made any representations concerning the Property upon which Purchaser or Seller has relied, except as specifically set forth in this Agreement. Purchaser and Seller acknowledge that said broker(s) and agent(s) are not experts with regard to certain matters, including, but not limited to, conditions which could be revealed through a survey of the Property, title evidence for the Property, the physical condition of the Property, the necessity for repairs to the Property, the cost of repairs to the Property, building materials and/or construction techniques, the current or future fair market value of the Property, mold, mortgage financing, and/or the legal or tax consequences of the transaction contemplated by this Agreement. Purchaser and Seller acknowledge they should seek independent expert advice if any such matters are of specific concern to them. Purchaser and Seller further acknowledge that said broker(s) may receive a minimal fee for services rendered in the marketing or administering the sale of the home warranty plan as provided in the paragraph entitled **HOME WARRANTY**, and that there are other providers available, in addition to the provider(s) listed in the paragraph entitled **HOME WARRANTY** above, offering similar home warranty services. Broker(s) are hereby expressly authorized to provide information to third parties concerning any Seller concessions or other consideration that is a part of this Agreement but not reflected in the Purchase Price.

25. **TERMINATION PROCEDURES.** If the final Offer is not accepted, all deposits shall promptly be returned to Purchaser. In the event the final Offer is accepted and becomes an Agreement and (a) the title is not marketable or (b) Purchaser or Seller terminate this Agreement pursuant to one of the express contingencies of this Agreement , all deposits shall promptly be returned to Purchaser. In the event of default by either Purchaser or Seller, the other party may pursue any legal or equitable remedies against the party in default, including but not limited to specific performance. If the deposit is held by a broker, it is understood that the broker shall comply with all rules of the Ohio Division of Real Estate. **If the Deposit is held by a broker and a dispute arises between Seller and Purchaser regarding the disbursement of the Deposit, the broker is required by Ohio law to maintain such funds in its trust account until the broker receives (a) written instructions signed by both parties specifying how the Deposit is to be disbursed, or (b) a final court order that specifies to whom the Deposit is to be awarded. If the Deposit is held by the Title Company the Deposit shall be held or disbursed in accordance with the written agreement with the Title Company.** If, within two (2) years from the date the money was deposited in the broker's trust account, the parties have not provided the broker with such signed instructions or written notice that such legal action to resolve the dispute has been filed, the broker shall return the Deposit to Purchaser with no further notice to Seller.

26. **PROPERTY MAINTENANCE AND UTILITIES.** Seller shall maintain the Property, including improvements, lawn, shrubs, trees, plumbing fixtures, electrical wiring, furnaces, and other mechanical equipment (including major appliances such as refrigerators, stoves, garbage disposals, etc.) in its present condition pending Closing and transfer of possession, normal and reasonable wear excepted. Upon transfer of possession, the Property shall be broom clean and free of all debris and personal property not expressly included with the purchase of the Property. Any personal property/debris remaining at the Property at the date and time Purchaser receives possession will conclusively be deemed to have been abandoned by Seller and may be appropriated, sold, stored, destroyed, or otherwise disposed of by Purchaser without notice to Seller and without obligation to account for any such personal property. Notwithstanding the foregoing, if Seller fails to deliver the Property in the condition required by this Paragraph, Seller shall be liable to Purchaser for all costs incurred by Purchaser resulting from such failure, including, but not limited to, costs of cleaning the Property and/or removing, storing or disposing of personal property/debris. Seller shall be responsible for maintaining fire and extended coverage insurance on the Property until Closing. Seller shall maintain and pay for all utilities to date of transfer of possession (except for any utilities that were shut off or unavailable at the time of Acceptance) and shall notify Purchaser of the date for final readings in order to avoid termination of utility service. This obligation shall survive Closing. Seller shall pay for any repairs or replacements of plumbing, gas or electrical facilities required by the utility provider at the time of transfer of utility services.

27. **RISK OF LOSS.** Risk of loss to the Property from fire or other casualty shall be borne by Seller until Closing. If any buildings or other improvements are materially damaged or destroyed by reason of fire or other casualty prior to Closing, Purchaser shall have the option to (a) complete said purchase and to receive the proceeds of any insurance payable in connection therewith or (b) terminate this Agreement and recover all deposits made hereunder.

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28. **GENERAL PROVISIONS.** The following provisions apply to all paragraphs of this Agreement: (a) upon Acceptance, this Agreement shall be binding upon each of the parties and their respective heirs, legal representatives, successors and assigns; (b) this Agreement shall not be assigned by Purchaser without the prior written consent of Seller, which consent shall not be unreasonably withheld; (c) the term "Agreement" as used herein means this Residential Real Estate Purchase Agreement and all addenda, exhibits and amendments thereof; (d) this Agreement shall be governed and interpreted by the laws of the State of Ohio; (e) **time is of the essence in the interpretation and implementation of this Agreement;** (f) by signing this Agreement, Purchaser represents that all Purchasers are of legal age and capacity and have authority to enter into this Agreement; (g) by signing this Agreement, Seller represents that all Sellers are of legal age and capacity, have sole and complete authority to enter into this Agreement and to sell the Property and that the consent or approval of no other person or entity is required; (h) unless otherwise specified herein, all provisions of this Agreement shall survive Closing; (i) this Agreement may be executed in counterparts, each of which shall constitute an original; a fax or scanned copy shall constitute an executed original counterpart; (j) this Agreement may be executed by the parties, or either of them, by electronic signature created through any program adopted and approved by the Northwest Ohio REALTORS®; (k) any notices required by this Agreement shall be in writing and shall be delivered personally, by U.S. mail, postage prepaid, by facsimile, by e-mail or by DotLoop or similar electronic signature service, and shall be deemed to be given upon actual receipt or two (2) days after mailing, whichever first occurs (notice via SMS text message or similar messaging application is not sufficient); (l) receipt of any notice required by this Agreement by the agent of any party to this Agreement, shall be deemed receipt of the notice by that party; (m) whenever this Agreement requires that something be done within a period of days, such period shall not include the day from which such period commences, include the day upon which such period expires, and be construed to mean calendar days, unless otherwise stated unless expressly specified to the contrary herein the term "days" shall mean calendar days; (n) this Agreement contains the entire agreement between the parties and there are no agreements, representations or warranties, oral or written, which are not set forth herein, (o) either Purchaser or Seller may elect to structure the purchase or sale of the Property as part of an Internal Revenue Code Section 1031 Tax Deferred Exchange and the non-electing party agrees to cooperate, at no additional cost to themselves, in the execution of any and all documents necessary to effectuate such an exchange, provided that it does not delay the closing or cause additional liabilities to them.

29. **APPROVED FORM.** This form of Residential Real Estate Purchase Agreement has been approved by the Northwest Ohio REALTORS® as a standard form to use for sales and purchases of residential property in Northwest Ohio. Changes to the standard form to adapt it to individual transactions must be clearly visible and must be made by clearly identifiable additions to or marks on the form as printed or typed in its entirety.

30. **ADDENDA.** The following addenda are made a part of this Agreement only if checked:

☐ Short Sale	☐ Land Contract	☐ Inspection Waiver
☐ Leased Property	☐ Closing Affidavit	☐ Post-Closing Possession
☐ Price Escalation	☐ First Right of Refusal	☐ Inducement Addendum
☐ Back Up Contract	☐ Lease Option	☐ Appraisal Gap
☐ Escrow Addendum		
☐ Other:		

31. **ATTORNEY'S REVIEW. This Agreement may be rescinded by Purchaser or Seller, following review by their respective attorneys, by delivering written notice of rescission prepared by the rescinding party's attorney within 3 business days after Acceptance (excluding Saturdays, Sundays and federal holidays). FAILURE TO RESCIND AS HEREIN PROVIDED WITHIN SUCH PERIOD SHALL CONSTITUTE A WAIVER OF THE RIGHT OF RESCISSION.**

32. **ANTI-FRAUD DISCLOSURE STATEMENT.** Electronic communications such as email, text messages and social media messaging, are neither secure nor confidential. While The Loplin Co (Brokerage Name, and for purposes of this Section, "Broker") has adopted policies and procedures to aid in avoiding fraud, even the best security protections can still be bypassed by unauthorized parties. Broker will never send you any electronic communication with instructions to transfer funds or to provide nonpublic personal information, such as credit or debit card numbers or bank account and/or routing numbers.

YOU SHOULD NEVER TRANSMIT NONPUBLIC PERSONAL INFORMATION, SUCH AS CREDIT OR DEBIT CARD NUMBERS OR BANK ACCOUNT OR ROUTING NUMBERS, BY EMAIL OR OTHER UNSECURED ELECTRONIC COMMUNICATION. EMAILS ATTEMPTING TO INDUCE FRAUDULENT WIRE TRANSFERS ARE COMMON AND MAY APPEAR TO COME FROM A TRUSTED SOURCE.

If you receive any electronic communication directing you to transfer funds or provide nonpublic personal information, EVEN IF THAT ELECTRONIC COMMUNICATION APPEARS TO BE FROM BROKER, do not respond to it and immediately contact Broker. Such requests, even if they may otherwise appear to be from Broker, are likely part of a scheme to defraud you by stealing funds from you or using your identity to commit a crime.

33. **FIRPTA COMPLIANCE.** Seller hereby certifies that Seller is not a "foreign person", as defined in the Foreign Investment in Real Property Tax Act of 1980 ("**FIRPTA**"), as amended. Seller agrees to complete any documentation reasonably required by Purchaser or the Title Company to effectuate or confirm the provisions of this Paragraph. If Seller is a foreign person, as defined by FIRPTA, Seller shall notify Purchaser of such fact within five (5) days after acceptance and Seller agrees to comply with all FIRPTA requirements, including but not limited to the withholding of a portion of the sales proceeds, as required by law.

34. **ADDITIONAL TERMS (the following terms have NOT been preapproved by the Northwest Ohio REALTORS®, even if preprinted in this form, and are unique to this Agreement).**

____

____

____

____

TIME LIMIT OF OFFER: This Offer, made on 6 / 22 / 26, remains open for acceptance until 6 / 25 / 26 at 5 00 ☐A.M. ☐P.M. In the event this offer is countered, this time limit shall no longer apply.

ALL CHANGES TO ORIGINAL OFFER AND/OR THIS PRINTED AGREEMENT MUST BE INITIALED AND SHOULD BE DATED BY SELLER AND PURCHASER.

Scott Lint 6-25-26			
Purchaser's Signature	Date	Seller's Signature	Date
Scott Lint			
Printed Name of Purchaser	~~(Marital Status)~~	Printed Name of Seller	(Marital Status)
6-25-26			
Purchaser's Signature	Date	Seller's Signature	Date
Bartley E. Westfall			
Printed Name of Purchaser	~~(Marital Status)~~	Printed Name of Seller	(Marital Status)
Purchaser's Attorney: See Attached		Seller's Attorney: ______	

Terry Rummel 6-25-26

Terry Rummel

RECEIPT OF DEPOSIT (IF HELD BY BROKER)

RECEIVED WITH OFFER $________ ☐Cash ☐Check BY: ____________ Date: __/__/__

RECEIVED UPON ACCEPTANCE $________ ☐Cash ☐Check BY: ____________ Date: __/__/__

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Ohio Department of Commerce

Division of Real Estate & Professional Licensing

AGENCY DISCLOSURE STATEMENT

EQUAL HOUSING OPPORTUNITY

The real estate agent who is providing you with this form is required to do so by Ohio law. You will not be bound to pay the agent or the agent's brokerage by merely signing this form. Instead, the purpose of this form is to confirm that you have been advised of the role of the agent(s) in the transaction proposed below. (For purposes of this form, the term "seller" includes a landlord and the term "buyer" includes a tenant.)

Property Address: 000 N. Main St. Bryan, OH 43506

Buyer(s): Williams County Commissioners

Seller(s): Crossed Rifles, LLC

I. TRANSACTION INVOLVING TWO AGENTS IN TWO DIFFERENT BROKERAGES

The buyer will be represented by Wayne Wilson (AGENT(S)), and Wayne Wilson, Broker (BROKERAGE)

The seller will be represented by T.J. Zimmerman (AGENT(S)), and Coblin Co. (BROKERAGE).

II. TRANSACTION INVOLVING TWO AGENTS IN THE SAME BROKERAGE

If two agents in the real estate brokerage ______ represent both the buyer and the seller, check the following relationship that will apply:

☐ Agent(s) ______ work(s) for the buyer and Agent(s) ______ work(s) for the seller. Unless personally involved in the transaction, the principal broker and managers will be "dual agents," which is further explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information.

☐ Every agent in the brokerage represents every "client" of the brokerage. Therefore, agents ______ and ______ will be working for both the buyer and seller as "dual agents." Dual agency is explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information. Unless indicated below, neither the agent(s) nor the brokerage acting as a dual agent in this transaction has a personal, family or business relationship with either the buyer or seller. *If such a relationship does exist, explain:* ______

III. TRANSACTION INVOLVING ONLY ONE REAL ESTATE AGENT

Agent(s) ______ and real estate brokerage ______ will

☐ be "dual agents" representing both parties in this transaction in a neutral capacity. Dual agency is further explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information. Unless indicated below, neither the agent(s) nor the brokerage acting as a dual agent in this transaction has a personal, family or business relationship with either the buyer or seller. *If such a relationship does exist, explain:* ______

☐ represent only the (*check one*) ☐ seller or ☐ buyer in this transaction as a client. The other party is not represented and agrees to represent his/her own best interest. Any information provided the agent may be disclosed to the agent's client.

CONSENT

I (we) consent to the above relationships as we enter into this real estate transaction. If there is a dual agency in this transaction, I (we) acknowledge reading the information regarding dual agency explained on the back of this form.

Scott Lint — BUYER/TENANT	6/25/24 — DATE	SELLER/LANDLORD	DATE
Bob [signature] — BUYER/TENANT	6/25/24 — DATE	SELLER/LANDLORD	DATE
Terry Rummel	6/25/24		

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Effective 02/10/19

Revised 8/29/2024

OHIO REALTORS

Addendum

To be used in conjunction with the Residential Real Estate Purchase Contract approved by Ohio REALTORS®

ADDENDUM # 1

DATE: June 25, 2026

This addendum is entered into between **Buyer** and **Seller** to supplement the terms and conditions of the Residential Real Estate Purchase Contract dated June 22, 2026 **("Contract")** concerning the Property located at 000 N. Main Street, Bryan, Ohio 43506 **("Property").**

Buyer and Seller hereby agree to supplement the terms of the Contract as follows:

The Legal description for this property is as follows:

Tax ID #: 063-170-05-001.000 Lots #23-25 (Part) & #26-29 & 76 & 77 (E 1/2) Hoffman Gardens

and Tax ID#: 063-170-04-006.001 & 063.170-04-007.001 Vacated Charles Street, Hoffman Gardens

OTHER TERMS AND CONDITIONS. All remaining terms of the Contract shall remain the same.

6-25-26			
Buyer	Date/Time	Seller	Date/Time
6-25-26			
Buyer	Date/Time	Seller	Date/Time

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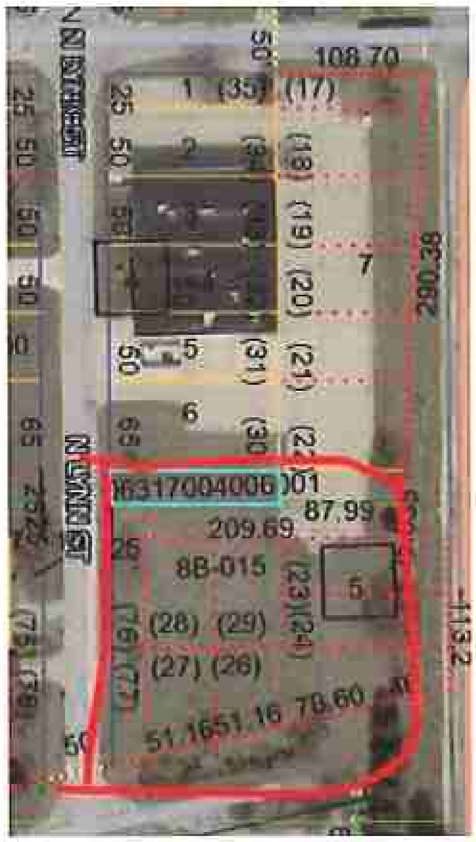
108.70
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SIGNATURE PAGE

Agreement Title: Residential Real Estate Purchase Agreement (continued from 2023)

WILLIAMS COUNTY PROSECUTOR

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

Katie Zartman 6-25-26

Katherine J. Zartman, Williams County Prosecutor 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 L. Grimm **06/24/26**

Vickie Grimm, Williams County Auditor Date

WILLIAMS COUNTY COMMISSIONERS

Scott Lint 6-25-26

President Date

6-25-26

Vice-President Date

Terry Rummel 6-25-26

Member Date

RESOLUTION 26-0334

COUNTY COMMISSIONERS' OFFICE
WILLIAMS COUNTY, BRYAN, OHIO
June 25, 2026

In the Matter of
Entering into a Consultant 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, on June 24, 2026 the Williams County Engineer's Office submitted to the Williams County Commissioners a Consultant Agreement between the Williams County Board of County Commissioners, acting by and through the Williams County Engineer's Office and the Mannik & Smith Group regarding a single lane roundabout at Country Road G and Country Road 13. Identified as ODOT Project ID 124563 with the project name WIL CR 13 & CR G Roundabout for mutual considerations herein contained and specified in the attached at a cost not to exceed: $674,961.00 from Fund 2068 with ODOT paying 90%; Term: beginning July 2026; therefore,

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

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

Commissioner Rummel seconded the motion.

The vote upon adoption resulted as follows:

Mr. Scott A. Lirot, Yes

Mr. Bartley E. Westfall, Yes

Mr. Terry N. Rummel, Yes

WILLIAMS COUNTY COMMISSIONERS

Scott Lirot
President of the Board of Commissioners

Vice-Pres of the Board of Commissioners

Terry R
Member of the Board of Commissioners

VOL 165 PAGE 1124

WILLIAMS COUNTY

AGREEMENT NO. 43520

This Agreement No. 43520 entered into this 25th day of June, 2026, by and between the Williams County Board of County Commissioners, acting by and through the Williams County Engineer's Office, hereinafter referred to as the County, and The Mannik & Smith Group, hereinafter referred to as the Consultant, with an office located at 1160 Dublin Rd; Suite 100; Columbus, Ohio 43215.

That the County and the Consultant, for the mutual considerations herein contained and specified, have agreed and do hereby agree as follows:

CLAUSE I - WORK DESCRIPTION

The Consultant agrees to perform all professional services as may be authorized by the County for preparation of the Project Development Process for a project to construct a single lane roundabout at County Road G and County Road 13 with necessary related scope in Williams County, Ohio, identified as ODOT Project ID 124563 with the project name WIL CR 13 & CR G Roundabout.

CLAUSE II - INVOICE & PROJECT SCHEDULE

The County and the Consultant agree to the attached Invoice & Project Schedule including the overall Agreement length, and Scheduled Submittal dates and Review Times set out in the Project Schedule.

The Consultant agrees to submit the completed Invoice & Project Schedule transmittal letter together with the updated Invoice & Project Schedule for all billing purposes for all Parts of this Agreement every thirty (30) days.

CLAUSE III - PRIME COMPENSATION

The County agrees to compensate the Consultant for the performance of the authorized portions of the Work specified in this Agreement.

Project Development Process.

Part 1: Planning thru Environmental Engineering.

Actual costs plus a fixed fee of Fifty-Three Thousand, Seven Hundred Thirty-Two Dollars ($53,732.00). However, the maximum prime compensation shall not exceed Six Hundred Thousand, Three Hundred Ninety Dollars ($600,390.00).

Part 2: Final Engineering.

Actual costs plus a fixed fee of Four Thousand, Three Hundred Fifty- Five Dollars ($4,355.00). However, the maximum prime compensation shall not exceed Forty-Five Thousand, One Hundred Thirty-Three Dollars ($45,133.00).

Part 3: Ongoing Services During Construction.

Actual costs plus a fixed fee of Three Hundred Sixty-Five Dollars ($365.00). However, the maximum prime compensation shall not exceed Three Thousand, Seven Hundred Eighty-Two Dollars ($3,782.00).

Part 4: Subsurface Utility Engineering (If Authorized).

Actual costs plus a fixed fee of One Hundred Thirty-Nine Dollars ($139.00). However, the maximum prime compensation shall not exceed Twenty-Five Thousand, Six Hundred Fifty-Five Dollars ($25,655.00).

The total maximum prime compensation of all Parts which may be authorized for the subject Agreement is Six Hundred Seventy-Four Thousand, Nine Hundred Sixty-One Dollars ($674,961.00).

Prime Compensations, only as agreed and by proper modification of this Agreement and authorized in writing by the County, may be added to or subtracted from under the authority of the Department of Transportation's "Specifications for Consulting Services, 2016 Edition".

CLAUSE IV – CONFLICT OF INTEREST AND ETHICS

The Parties affirm that they have read, understand and agree to comply with the Conflict of Interest and Ethics laws including 23 CFR §1.33, 23 CFR 636.116, and Ohio Revised Code sections 102.03, 2921.42, and 2921.43.

CLAUSE V - INCORPORATION BY REFERENCE

The following documents, or specified portions thereof, are hereby incorporated into and made a part of this Agreement as though expressly rewritten herein:

(a) The Department of Transportation's "Specifications for Consulting Services, 2016 Edition".

(b) The most current Scope Definitions for Right of Way Services as published on the ODOT Website (https://www.dot.state.oh.us/Divisions/Engineering/RealEstate/Pages/ConsultantForms.aspx).

(c) The attached Final Scope of Services as advertised on 11/24/2025.

(d) The Invoice & Project Schedule.

(e) The most current Office of Budget and Management Travel Policy as published on the State of Ohio Website (https://obm.ohio.gov/areas-of-interest/agency-overview/obm-travel-rule).

CLAUSE VI - GENERAL PROVISIONS

Any person executing this Agreement in a representative capacity hereby warrants that he/she has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.

Additionally, it is expressly understood by the parties that none of the rights, duties and obligations described in this Agreement shall be binding on either party until such time as the expenditure of funds is certified by the Director of Budget and Management, pursuant to Section 126.07 of the Ohio Revised Code.

The parties hereto have caused this Agreement to be executed as of the day and year first above written by affixing the signature of the duly authorized officer of Consultant and the signature of the Williams County Board of Commissioners.

The Mannik & Smith Group

By: ____________________

Title: ____________________

WILLIAMS COUNTY
BOARD OF COMMISSIONERS

Scott Lconl
Commissioner

Commissioner

Terry Rau
Commissioner
6-25-26

APPROVED AS TO FORM:

By: Katie Zartman

Title: Williams County Prosecutor

SIGNATURE PAGE

WILLIAMS COUNTY COMMISSIONERS – APPROVAL

Date: 06-25-26

Scott Lirot

President

Scott A. Lirot

Vice-President

Bartley E. Westfall

Terry Rummel

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.

Katie Zartman

Katherine J. Zartman, Williams County Prosecutor

6/23/26

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 L. Grimm

Vickie Grimm, Williams County Auditor

06/24/26

Date

RESOLUTION 26-0335

COUNTY COMMISSIONERS' OFFICE
WILLIAMS COUNTY, BRYAN, OHIO
June 25, 2026

In the Matter of
Entering into an IT Services 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, on June 24, 2026 the Williams County IT Department submitted to the Williams County Commissioners an IT Services Agreement between the Williams County Board of County Commissioners, acting by and through the Williams County IT Department and Maumee Valley Planning Organization (MVPO) for the delivery of information technology services to MVPO in accordance with the terms and conditions set forth in the attached agreement; Term: beginning July 1st, 2026 until termination; therefore,

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

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

Commissioner Rummel seconded the motion.

The vote upon adoption resulted as follows:

Mr. Scott A. Lirot, yes

Mr. Bartley E. Westfall, yes

Mr. Terry N. Rummel, yes

WILLIAMS COUNTY COMMISSIONERS

Scott Lirot
President of the Board of Commissioners

Vice-Pres of the Board of Commissioners

Terry R
Member of the Board of Commissioners

VOL 165 PAGE 1129

IT SERVICES AGREEMENT

Williams County Board of Commissioners

and

Maumee Valley Planning Organization

Effective Date: July 1st, 2026

PARTIES TO THIS AGREEMENT

This IT Services Agreement is entered into as of the date last signed below, by and between:

SERVICE PROVIDER	CLIENT
Williams County Board of Commissioners *Services delivered by the Williams County IT Department* 1425 E. High Street Bryan, Ohio 43506	**Maumee Valley Planning Organization** 1300 E. 2nd Street, Suite 200 Defiance, Ohio 43512

SECTION 1 — PURPOSE AND SCOPE

The Williams County Board of Commissioners, as the authorized legal entity for Williams County, Ohio, enters into this Agreement on behalf of the Williams County IT Department, which shall be responsible for the delivery of information technology services to the Maumee Valley Planning Organization in accordance with the terms and conditions set forth in this Agreement.

This Agreement governs the provision of managed IT services designed to support the Client's technology infrastructure, improve cybersecurity posture, and ensure alignment with applicable Ohio law and recognized cybersecurity standards and frameworks.

SECTION 2 — SCOPE OF SERVICES

The IT Department shall provide the following services to the Client throughout the term of this Agreement:

2.1 Endpoint Protection

- Deployment and management of enterprise-grade endpoint protection software on all covered Client devices.
- Real-time threat monitoring, detection, and automated response capabilities.
- Regular signature and definition updates to maintain current protection against known and emerging threats.
- Quarterly endpoint security health reports provided to the Client.
- Incident response coordination for confirmed malware or ransomware events.

2.2 VPN Services and Firewall Protection

- Configuration and administration of Virtual Private Network (VPN) access for authorized Client personnel.
- Secure, encrypted tunneling for remote access to Client network resources.
- User account provisioning and deprovisioning for VPN access in coordination with Client-designated personnel.
- Monitoring of VPN access logs for anomalous activity.
- Deployment and management of enterprise firewall solution(s) to protect the Client's network perimeter from unauthorized access and malicious traffic.
- Firewall rule management including creation, review, and maintenance of access control policies in coordination with the Client's IT Liaison.
- Regular firmware and security updates applied to firewall hardware and software to address known vulnerabilities.
- Firewall log monitoring and alerting for suspicious or anomalous traffic patterns.
- Annual review of firewall rules and configurations to ensure continued alignment with the Client's operational needs and security posture.

2.3 Remote and On-Site Technical Support and Network Services

- Remote helpdesk support available during standard business hours: Monday – Friday, 8:00 AM – 4:30 PM, excluding Williams County observed holidays.
- Remote support provided via secure remote desktop tools for software issues, configuration changes, and user assistance.
- On-site support visits scheduled as needed for hardware issues, deployments, or issues that cannot be resolved remotely.
- On-site response time target: within two (2) business days for non-critical issues; same or next business day for critical infrastructure issues.
- A designated point of contact within the IT Department shall be available to Client staff for support coordination.
- Network infrastructure management including administration of managed switches, wireless access points, and related network equipment at Client facilities.
- Network monitoring to identify and respond to connectivity issues, performance degradation, or device failures.
- Configuration and maintenance of network segmentation and VLAN policies as appropriate to support the Client's operational requirements and security posture.

- Coordination with internet service providers (ISPs) or third-party telecommunications vendors on the Client's behalf as needed to resolve connectivity issues.
- Documentation of network topology and configurations to be maintained and updated as changes are made.

2.4 Backup and Disaster Recovery

- Implementation and management of automated backup solutions for critical Client data and systems.
- Scheduled backups performed no less than daily for production data; frequency may be increased based on data criticality.
- Secure offsite or cloud-based backup storage to protect against local site loss.
- Annual disaster recovery test exercises to verify backup integrity and restoration procedures.
- Documented Recovery Time Objective (RTO) and Recovery Point Objective (RPO) targets established during onboarding, reviewed annually.
- Incident response and restoration support in the event of data loss, hardware failure, or ransomware attack.
- Assistance with the development and maintenance of disaster recovery and business continuity plans, as further described in Section 3.5.

2.5 Multi-Factor Authentication (MFA)

- Deployment and administration of Multi-Factor Authentication for Client user accounts and systems.
- MFA implementation aligned with cybersecurity best practices consistent with NIST SP 800-63B or equivalent recognized standards.
- Coverage to include, at minimum: email access, remote desktop/VPN access, and administrative accounts.
- User enrollment assistance and training materials provided to Client personnel.
- Ongoing MFA policy management, including access reviews and enforcement of authentication standards.

2.6 IT Budgeting and Technology Forecasting

- The IT Department shall provide annual IT budget planning assistance to help the Client anticipate and plan for technology-related expenditures within each fiscal year.
- Budget assistance shall include a review of current licensing, hardware lifecycle status, and known upcoming renewals to produce an estimated annual IT cost summary for the Client.
- The IT Department shall provide a technology forecast at least once per Agreement year, identifying hardware or software approaching end-of-life, recommended upgrades, and projected costs for the upcoming one-to-three year period.
- Forecasting reports shall be provided in writing and presented to the Client's designated IT Liaison and/or leadership as requested.

- The IT Department shall advise the Client on cost-effective procurement options, including cooperative purchasing agreements (e.g., Ohio State Term Schedule, OMNIA Partners) where applicable.
- Budget and forecast information is advisory in nature; final purchasing and budget decisions remain the sole responsibility of the Client.

2.7 Email Spam Filtering and Threat Protection

- The IT Department shall deploy and manage an enterprise email spam filtering solution to protect Client staff from unsolicited, malicious, and phishing emails.
- Filtering shall include protections against spam, phishing, spoofing, malware attachments, and malicious links.
- The IT Department shall configure and maintain filtering rules, allowlists, and blocklists in coordination with the Client's designated IT Liaison.
- Quarantine management tools or reports shall be made available to allow Client staff or the IT Liaison to review and release held messages as appropriate.
- The IT Department shall monitor filtering effectiveness and adjust configurations in response to emerging threats or patterns identified through security monitoring.
- Periodic reporting on filtered threat volume and categories shall be provided to the Client upon request.

2.8 Cybersecurity Awareness Training

- The IT Department shall provide cybersecurity awareness training to Client staff on a recurring basis, with a minimum of one (1) formal training cycle per Agreement year.
- Training shall cover topics including but not limited to: phishing and social engineering recognition, safe email and internet practices, password hygiene, MFA usage, incident reporting procedures, and data handling responsibilities.
- Training may be delivered through online learning platforms, in-person sessions, webinars, or a combination of formats, as agreed upon by both parties.
- Simulated phishing exercises may be conducted periodically to assess staff awareness and identify areas for additional training focus.
- The IT Department shall provide completion records and summary reports to the Client's designated IT Liaison following each training cycle.
- Training materials and content shall be updated periodically to reflect current threat landscapes and best practices.

2.9 Technology and Software Lifecycle Management

- The IT Department shall maintain Client operating systems, applications, and security tools at currently supported versions to ensure security and compatibility.
- Security patches, updates, and software upgrades shall be applied in a timely and coordinated manner, with notification to the Client's IT Liaison prior to changes affecting operations.
- The IT Department shall provide recommendations for hardware and software replacement as devices or applications approach end-of-life or no longer meet performance and security requirements.

- Vendor coordination and license management shall be performed on the Client's behalf, including tracking renewal dates, managing license counts, and ensuring compliance with software agreements.
- System availability and performance shall be monitored on an ongoing basis, with timely response to outages, failures, or degraded conditions.

2.10 Initial Compliance Assessment

- Upon commencement of this Agreement, the IT Department shall conduct an initial review of the Client's existing IT environment, policies, and procedures to establish a baseline understanding of current capabilities and gaps.
- The assessment shall identify applicable cybersecurity and statutory compliance requirements relevant to the Client's operations as a governmental planning organization.
- A compliance gap analysis shall be conducted comparing the Client's current posture against applicable standards and requirements.
- A written assessment report shall be delivered to the Client outlining identified deficiencies, associated risks, and prioritized corrective action recommendations.
- The assessment report shall be provided within ninety (90) days of the Agreement's Effective Date, unless otherwise agreed in writing.

2.11 Compliance Implementation and Remediation

- Following delivery of the initial compliance assessment, the IT Department shall develop a written compliance roadmap identifying the sequence, timeline, and responsibilities for implementing recommended controls and corrective actions.
- The IT Department shall assist the Client in implementing required technical and administrative controls identified in the assessment and roadmap.
- Remediation efforts shall be coordinated to minimize disruption to Client operations, with scheduling agreed upon in advance with the Client's IT Liaison.
- The IT Department shall align Client practices with applicable County and State cybersecurity standards where appropriate.
- Progress against the compliance roadmap shall be reviewed no less than annually and updated as requirements or the Client's environment change.

2.12 IT Policy Development and Documentation

- The IT Department shall assist the Client in developing, reviewing, or updating IT and cybersecurity policies appropriate for a governmental organization, including but not limited to: acceptable use, password management, incident reporting, and data handling policies.
- The IT Department shall maintain documentation sufficient to support compliance with applicable statutory requirements and audit or oversight reviews.
- Documentation shall include, at minimum: network topology, asset inventory, security configurations, and incident response procedures.
- IT policies and documentation shall be reviewed at least annually and updated as needed to reflect changes in the Client's environment, applicable standards, or regulatory requirements.

SECTION 3 — CYBERSECURITY STANDARDS AND COMPLIANCE

The IT Department shall provide Services in a manner consistent with recognized cybersecurity standards and best practices. Services shall align with the following established frameworks and publications, to the extent applicable to the Client's environment and operations:

- NIST Cybersecurity Framework (CSF) — providing a structured, risk-based approach to cybersecurity governance
- NIST SP 800-53 — Security and Privacy Controls for Information Systems and Organizations
- NIST SP 800-61 — Computer Security Incident Handling Guide
- NIST SP 800-92 — Guide to Computer Security Log Management
- NIST SP 800-171 — Protecting Controlled Unclassified Information (as applicable)
- Center for Internet Security (CIS) Controls — as applicable to the Client's risk profile
- Applicable Ohio state cybersecurity guidance and statutory requirements in effect during the term of this Agreement

3.1 Security Controls and Safeguards

The IT Department shall implement and maintain appropriate administrative, technical, and physical safeguards, including:

Access Control:

- Role-based access controls limiting system access to authorized personnel based on job function.
- Enforcement of least-privilege principles to minimize exposure of sensitive systems and data.
- Account provisioning and de-provisioning procedures coordinated with the Client's IT Liaison upon staff changes.
- Multi-factor authentication (MFA) as specified in Section 2.5.

System and Network Security:

- Firewall management and network segmentation as specified in Section 2.2.
- Endpoint protection and malware prevention as specified in Section 2.1.
- Secure system configuration in accordance with industry-recognized hardening standards.
- Vulnerability and patch management as specified in Section 2.9.

Data Protection:

- Secure data storage and transmission practices appropriate to the sensitivity of Client data.
- Encryption of sensitive or confidential data in transit and at rest, where technically feasible and operationally appropriate.

- Backup and data retention practices as specified in Section 2.4.
- Protections against data loss and unauthorized access incorporated into system design and configuration.

3.2 Cybersecurity Risk Assessment

- The IT Department shall conduct a cybersecurity risk assessment of the Client's environment as part of the initial compliance assessment described in Section 2.10, and shall repeat or update the risk assessment no less than annually thereafter.
- The risk assessment shall cover network infrastructure, servers and cloud services, end-user devices, and applications and data.
- The assessment shall identify vulnerabilities, threats, and associated risk levels for each area reviewed.
- A written risk assessment report with prioritized mitigation recommendations shall be provided to the Client following each assessment cycle.

3.3 Monitoring, Logging, and Detection

- The IT Department shall implement logging and monitoring practices sufficient to detect unauthorized access or anomalous behavior across covered systems.
- Logs shall be maintained in a manner that supports security investigations, internal audits, and compliance reviews, and shall be retained in accordance with applicable security and legal requirements.
- Alerting mechanisms shall be established to notify the IT Department of potential security incidents in a timely manner.
- Monitoring practices shall align with NIST SP 800-92 (Log Management) and other applicable standards.

3.4 Incident Response

- The IT Department shall maintain a documented cybersecurity incident response process aligned with NIST SP 800-61, defining roles, responsibilities, and escalation procedures.
- The Client's IT Liaison and relevant leadership shall be notified promptly upon confirmation of a security incident affecting Client systems or data.
- The IT Department shall coordinate with County, State, or law-enforcement entities as required by the nature or severity of a confirmed incident.
- Following resolution of a significant security incident, the IT Department shall conduct a post-incident analysis and provide the Client with a written summary of findings and recommended improvements.

3.5 Business Continuity

- The IT Department shall assist the Client in developing or maintaining a business continuity plan (BCP) that addresses how critical IT-dependent operations will be sustained or restored in the event of a significant disruption.

- Business continuity planning shall complement disaster recovery capabilities as described in Section 2.4.
- Business continuity and disaster recovery plans shall be reviewed periodically and tested at least annually to verify their effectiveness.

The Client acknowledges that effective cybersecurity requires participation and cooperation from the Client, including but not limited to: timely reporting of security incidents, adherence to IT Department security policies, timely enrollment of users in MFA, and prompt response to recommended remediation actions.

Both parties agree to cooperate in good faith to support the Client's overall cybersecurity compliance posture under applicable Ohio requirements.

SECTION 4 — TERM AND RENEWAL

This Agreement shall commence on the Effective Date and shall remain in effect for an initial term of one (1) year ("Initial Term"). Upon expiration of the Initial Term, this Agreement shall automatically renew for successive one-year periods unless either party provides written notice of non-renewal at least sixty (60) days prior to the end of the then-current term.

SECTION 5 — FEES AND PAYMENT

The Client shall pay the IT Department for Services rendered under this Agreement in accordance with the fee schedule set forth herein and, as applicable, the passthrough expenses itemized in Exhibit A.

5.1 Service Fee

The annual service fee for IT Department labor, administration, and management of services shall be established by mutual written agreement of the parties and incorporated as an amendment to this Agreement. The initial fee schedule shall be attached as Addendum 1.

5.2 Passthrough Expenses

In addition to the service fee, the Client shall reimburse the IT Department for all direct, third-party costs incurred on the Client's behalf, including software licensing, hardware procurement, cloud services, and subscriptions. Such passthrough expenses are detailed in Exhibit A attached hereto and incorporated by reference. Exhibit A shall be updated as needed with written notice to the Client.

5.3 Invoicing and Payment Terms

- The IT Department shall invoice the Client annually for recurring service fees, and separately as incurred for passthrough expenses.
- Annual service fee invoices shall be issued at the beginning of each Agreement year. Payment is due within thirty (30) days of invoice date.
- Passthrough expense invoices shall be issued as costs are incurred and are due within thirty (30) days of invoice date.
- Invoices shall be submitted to the Client's designated financial contact.

5.4 Budget Notification

The IT Department shall provide the Client with at least sixty (60) days advance written notice prior to any change in recurring annual service fees. Passthrough cost increases driven by third-party vendor pricing changes shall be communicated as soon as practicable.

SECTION 6 — CLIENT RESPONSIBILITIES

The Client agrees to fulfill the following obligations to enable effective delivery of Services:

- Designate a primary point of contact as Client IT Liaison, responsible for coordinating with the IT Department.
- Provide the IT Department with timely access to all Client systems, devices, and facilities reasonably required to deliver Services.
- Ensure all covered devices meet minimum hardware requirements as specified by the IT Department.
- Notify the IT Department promptly of any suspected security incidents, data breaches, or unauthorized access.
- Ensure all Client personnel comply with IT security policies communicated by the IT Department, including MFA enrollment requirements.
- Obtain and maintain any necessary approvals, authorizations, or third-party licenses required for systems or software outside the scope of this Agreement.
- Cooperate with annual security assessments, backup restoration tests, and disaster recovery exercises.

SECTION 7 — CONFIDENTIALITY

Both parties acknowledge that in the course of this Agreement, each may have access to confidential information belonging to the other party, including data, systems configurations, personnel information, and operational details. Each party agrees to:

- Hold all Confidential Information in strict confidence.
- Use Confidential Information solely for the purposes of fulfilling obligations under this Agreement.

- Not disclose Confidential Information to any third party without the prior written consent of the disclosing party, except as required by law or court order.
- Implement reasonable safeguards to protect Confidential Information from unauthorized disclosure or use.

This obligation of confidentiality shall survive the termination or expiration of this Agreement for a period of three (3) years.

SECTION 8 — DATA OWNERSHIP

All data, records, and files belonging to the Client shall remain the sole and exclusive property of the Client. The IT Department shall not access, use, or disclose Client data except as necessary to perform the Services under this Agreement or as required by applicable law.

Upon termination of this Agreement, the IT Department shall assist the Client in transitioning data and shall destroy or return any Client data in the IT Department's possession within sixty (60) days of termination, unless otherwise required by law.

SECTION 9 — LIMITATION OF LIABILITY

The Williams County IT Department shall exercise reasonable professional care in delivering Services under this Agreement. As a governmental entity, the Williams County Board of Commissioners shall be subject to the limitations on liability set forth under the Ohio Political Subdivision Tort Liability Act (Ohio Revised Code Chapter 2744) and any other applicable provisions of Ohio law.

In no event shall either party be liable for indirect, incidental, special, consequential, or punitive damages arising out of or related to this Agreement, to the extent permitted by Ohio law.

SECTION 10 — TERMINATION

10.1 Termination for Convenience

Either party may terminate this Agreement for convenience upon sixty (60) days prior written notice to the other party.

10.2 Termination for Cause

Either party may terminate this Agreement for cause upon thirty (30) days written notice if the other party materially breaches any provision of this Agreement and fails to cure such breach within the thirty (30) day notice period.

10.3 Effect of Termination

Upon termination, the IT Department shall provide reasonable transition assistance to the Client. All outstanding fees and passthrough costs incurred through the termination date shall remain due and payable.

SECTION 11 — DISPUTE RESOLUTION

In the event of a dispute arising under this Agreement, the parties shall first attempt to resolve the dispute through good-faith negotiation between the designated representatives of each party. If the dispute cannot be resolved within thirty (30) days of written notice, the parties may pursue remedies available under applicable Ohio law.

This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio. Venue for any legal action shall be the Williams County Court of Common Pleas.

SECTION 12 — GENERAL PROVISIONS

12.1 Entire Agreement

This Agreement, together with Exhibit A and any written amendments, constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior or contemporaneous agreements, representations, and understandings.

12.2 Amendments

This Agreement may be amended only by a written instrument signed by authorized representatives of both parties.

12.3 Severability

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

12.4 Notices

All notices under this Agreement shall be in writing and delivered by email with confirmation, certified mail, or hand delivery to the parties at the addresses set forth in the Parties section above.

12.5 Independent Contractor

Nothing in this Agreement shall be construed to create an employer-employee relationship, partnership, or joint venture between the parties. The IT Department personnel providing services are employees of Williams County.

12.6 Force Majeure

Neither party shall be in default under this Agreement if performance is delayed or prevented by circumstances beyond its reasonable control, including acts of God, natural disaster, pandemic, cyberattack by a nation-state actor, or acts of civil or military authority.

SIGNATURES

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date last signed below.

WILLIAMS COUNTY BOARD OF COMMISSIONERS

Commissioner

Signature

Scott Lirot

Printed Name

06/25/2026

Date

Commissioner

Signature

Bartley E. Westfall

Printed Name

06/25/2026

Date

Commissioner

Signature

Terry Rummel

Printed Name

06/25/2026

Date

Prosecutor

Signature

Katherine Zartman

Printed Name

10-23-26

Date

MAUMEE VALLEY PLANNING ORGANIZATION

Authorized Signatory

Dennis Miller-Executive Director

Printed Name & Title

June 24, 2026

Date

[Exhibit A follows on next page]

EXHIBIT A

PASSTHROUGH EXPENSES — LICENSING & HARDWARE

Williams County IT Department / Maumee Valley Planning Organization

The following table identifies all third-party licensing, subscription, hardware, and associated costs that will be passed through to the Client at actual cost with no markup, unless otherwise noted. This Exhibit shall be reviewed and updated annually, or upon any material change in vendor pricing, product scope, or service configuration.

Service / Item	Description	Vendor / Source	Unit Cost	Billing Frequency & Notes
Endpoint Protection	Antivirus/EDR software license per endpoint device	Crowdstrike Falcon Go	$60/device/yr	Annual; billed per covered device
VPN Services	VPN client license per user	Absolute Secure Access	$100/user/yr	Annual; per named user
KACE Inventory & Patching	Inventory and Patching Software License per computer	KACE	$48/computer/yr	One-Time
VPN / Firewall	VPN gateway/firewall appliance hardware	Fortinet	$1500	One-time or amortized cost
VPN / Firewall	Firewall software license / subscription	Fortinet	$500/yr	Annual; includes threat intelligence feeds
Multi-Factor Authentication	MFA platform license per user	Entra ID	$72/user/yr	Annual per user; NIST 800-63B aligned
Multi-Factor Authentication	Hardware token (if required)	Yubikey	$30/token (basic) $100/token (biometric) $70/token (nano)	One-time per token; optional
Microsoft 365 Licensing	M365 Business/Government license per user (if applicable)	Microsoft	$276/user/yr (E3) $120/user/yr(E1)	Annual; per user E3 includes Desktop Apps
Email Filtering	Proofpoint Essentials Spam Filtering Includes Security Awareness Training Platform	Spambrella	$7.13/user/month	Monthly Billing per user per month

Backup & Disaster Recovery	Cloud backup storage subscription	Veeam Backup for M365	$40/user/yr	Annual; based on user count
Backup & Disaster Recovery	Backup software license	Veeam Backup & Replication	$63/workload/yr	Annual; workload = server/vm
Backup & Disaster Recovery	Offsite/cloud storage capacity (per GB/TB)	Williams County IT	$512/TB/yr	Annual; scales with data growth
Hardware — Workstations	Replacement or new workstation/laptop	Lenovo	$1600/Laptop $200/Docking Station $1500/Desktop $2500/CADWorkstation	One-time; per unit procured; pricing subject to change based on market
Hardware — Monitors	Replacement or new computer monitor	Viewsonic	$128/24" Monitor $150/27" Monitor $175/32" Monitor	One-time; per-unit procured; pricing subject to change based on market pricing
Hardware — Networking	Managed switch, wireless AP, cabling	Ubiquiti UniFi	$200/WAP $600/48PortSwitch	One-time or replacement
Virtual — Servers	Virtual Server Costs	Williams County IT	$240/yr	Price per virtual machine
Other Subscriptions	Any additional third-party software or SaaS service	TBD	$___	As incurred; itemized on invoice

Notes:

- All costs are passed through at actual vendor invoice price. Williams County IT shall provide copies of vendor invoices upon request.
- Unit costs and quantities shall be confirmed during onboarding and updated by written amendment when changes occur.
- Hardware purchases require prior written approval from the Client before procurement.
- Annual recurring costs shall appear as line items on the annual invoice. One-time costs shall be invoiced separately as incurred.
- TBD fields shall be populated by mutual written agreement prior to or upon execution of the Agreement.

This Exhibit A is incorporated by reference into the IT Services Agreement between Williams County Board of Commissioners and Maumee Valley Planning Organization.

Addendum 1

WILLIAMS COUNTY IT DEPARTMENT

Williams County, Ohio
1425 E. High Street • Bryan, Ohio 43506

PROPOSAL FOR IT SERVICES

In Response to the Request for Proposal Issued by

Maumee Valley Planning Organization

County IT Services for House Bill 96 Compliance, Cybersecurity, and Ongoing Technology Support

RFP Issue Date	April 22, 2026
Proposal Submitted By	Williams County IT Department
Contact	Jeremy Suffel, IT Manager
Email	jsuffel@williamscountyoh.gov
Date Submitted	May 2026

1. Overview of Williams County IT Department

The Williams County IT Department serves as the primary technology services organization for Williams County government, supporting county offices, departments, and affiliated entities across Williams County, Ohio. Operating under the authority of the Williams County Board of Commissioners, the IT Department manages the County's technology infrastructure, cybersecurity posture, and ongoing operational support needs.

The department consists of four (4) full-time IT professionals and one (1) intern, bringing a combination of seasoned technical expertise and fresh perspective to every engagement. Our team has experience working within public-sector environments where accountability, data sensitivity, and budget stewardship are paramount.

Core Service Areas

- Managed endpoint protection and security
- Network infrastructure administration and monitoring
- Helpdesk and remote/on-site technical support
- Cybersecurity risk assessment and remediation
- Backup, disaster recovery, and business continuity planning
- Multi-factor authentication deployment and management
- Software lifecycle and patch management
- IT policy development and compliance documentation
- Cybersecurity awareness training

Williams County IT has direct familiarity with Ohio's statutory compliance landscape and public-sector best practices. We are accustomed to operating within intergovernmental frameworks and understand the unique accountability and transparency requirements of serving public-sector clients.

2. Compliance Approach

Williams County IT's compliance approach extends beyond the specific requirements of Ohio House Bill 96 to encompass broader public-sector best practices. We recognize that effective compliance is not a checklist exercise — it's an ongoing commitment to governance, risk management, and continuous improvement aligned with the standards and expectations of public-sector organizations.

House Bill 96 Compliance

Ohio House Bill 96 establishes cybersecurity and technology management requirements for governmental entities. MVPO, as a regional planning organization serving five Ohio counties, has specific obligations under this statute. Our approach is structured in three phases:

Phase 1 — Assessment (Within 90 Days of Agreement Execution)

- Review MVPO's existing IT environment, policies, and procedures to establish a current-state baseline
- Identify House Bill 96 requirements applicable to MVPO's operations as a governmental planning organization
- Conduct a structured compliance gap analysis comparing current posture against applicable statutory requirements
- Deliver a written assessment report identifying deficiencies, associated risks, and prioritized corrective actions

Phase 2 — Remediation and Implementation

- Develop a written compliance roadmap identifying the sequence, timeline, and responsibilities for corrective actions
- Assist MVPO in implementing required technical and administrative controls identified in the assessment
- Coordinate remediation work to minimize disruption to MVPO's daily operations
- Align MVPO's practices with applicable County and State standards where appropriate

Phase 3 — Ongoing Compliance Maintenance

- Conduct annual compliance reviews to assess continued alignment with HB 96 requirements
- Update the compliance roadmap as requirements or MVPO's environment change
- Maintain documentation sufficient to support audit and oversight reviews
- Provide IT policy development and updates as needed to sustain compliant posture

Broader Public Sector Best Practices

In addition to HB 96 compliance, Williams County IT will deliver services consistent with recognized public-sector standards and governance expectations, including:

- Transparent, documented processes and decision-making consistent with public accountability requirements
- Technology procurement aligned with cooperative purchasing agreements (e.g., Ohio State Term Schedule, OMNIA Partners) where applicable
- Asset lifecycle management practices appropriate for publicly-funded technology investments
- IT budgeting and forecasting support to assist MVPO in planning technology expenditures within fiscal year constraints
- Policy and documentation practices aligned with Ohio public records and retention requirements
- Interoperability and coordination with County and State technology standards where applicable
- Staff training and awareness programs reflecting the security responsibilities of public employees handling government data

3. Cybersecurity Approach and Framework Alignment

Williams County IT delivers cybersecurity services through a hybrid framework approach — drawing from multiple recognized standards and frameworks rather than rigidly applying a single model. This allows us to tailor controls and practices to MVPO's specific risk profile, operational scale, and resource environment, while maintaining alignment with public-sector expectations.

Hybrid Framework Alignment

Our cybersecurity approach combines elements from the following standards and frameworks, applied proportionally to MVPO's environment:

Framework / Standard	Application
NIST Cybersecurity Framework (CSF)	Overarching governance structure: Identify, Protect, Detect, Respond, Recover
NIST SP 800-53	Security and privacy control selection and implementation
NIST SP 800-61	Incident response process, roles, and escalation procedures
NIST SP 800-92	Log management, monitoring, and audit trail practices
NIST SP 800-171	Protection of Controlled Unclassified Information (as applicable)
CIS Controls (v8)	Prioritized, implementation-tier controls scaled to MVPO's size and risk
Ohio Cybersecurity Requirements	Statutory compliance obligations applicable to Ohio governmental entities

This hybrid model ensures MVPO benefits from a structured, risk-based approach without the overhead of applying enterprise-scale frameworks in their entirety. Controls are selected and prioritized based on relevance to MVPO's actual threat landscape, data sensitivity, and operational needs.

Key Cybersecurity Capabilities

- Cybersecurity risk assessments covering network infrastructure, servers, end-user devices, and applications
- Access control enforcement: role-based access, least-privilege principles, account lifecycle management, and MFA
- Endpoint protection, firewall management, and network segmentation
- Logging, monitoring, and anomaly detection aligned with NIST SP 800-92
- Documented incident response process aligned with NIST SP 800-61, with defined escalation and notification procedures
- Post-incident analysis and written improvement recommendations
- Business continuity and disaster recovery planning, testing, and maintenance
- Annual cybersecurity awareness training for MVPO staff, including phishing simulation exercises
- Email spam filtering and threat protection
- Vulnerability and patch management across covered systems

4. Staffing, Support Model, and Cost Proposal

MVPO will be served by the Williams County IT Department's team of four (4) full-time IT professionals and one (1) intern. Services will be coordinated through a designated primary point of contact within the IT Department, who will serve as MVPO's day-to-day liaison for support requests, project coordination, and escalation.

Support Availability

- Remote helpdesk support: Monday through Friday, 8:00 AM – 4:30 PM, excluding Williams County observed holidays
- On-site support visits scheduled as needed for hardware issues, deployments, or issues that cannot be resolved remotely
- On-site response target: within two (2) business days for non-critical issues; same or next business day for critical infrastructure issues
- A designated IT Department contact available for support coordination and escalation

Annual Service Fee

The annual service fee of $18,240.00 is derived by applying an industry-standard estimate of IT support hours per user per month to MVPO's user base, then multiplying the resulting annual hours by a blended hourly rate. That rate is built from Williams County IT's actual departmental labor costs, adjusted for overhead and a modest growth and reinvestment margin. The approach ensures pricing is grounded in real public-sector service delivery costs rather than commercial market rates. July 1, 2026 – December 31, 2026 will be prorated to $9,120.00.

Passthrough Expenses

In addition to the annual service fee, MVPO will be invoiced for direct third-party costs incurred on its behalf, including software licensing, hardware procurement, cloud services, and subscriptions. These costs are passed through at actual vendor invoice price with no markup. Categories include endpoint protection, VPN and firewall licensing, multi-factor authentication, backup and disaster recovery, network monitoring, Microsoft 365 or other SaaS licensing, and hardware procurement. All passthrough costs will be itemized in Exhibit A of the IT Services

Agreement and invoiced separately as incurred, with supporting vendor invoices available upon request.

Payment Terms

The annual service fee is invoiced at the beginning of each Agreement year with payment due within 30 days. Passthrough expenses are invoiced as incurred, also due within 30 days. At least 60 days advance written notice will be provided prior to any change in the annual service fee.

5. Relevant Experience and References

Williams County IT has extensive experience delivering managed IT services within the public sector, including direct experience with Ohio governmental compliance requirements, NIST-aligned cybersecurity frameworks, and intergovernmental service arrangements.

Public Sector Experience

- Ongoing management of Williams County government IT infrastructure across multiple county departments and offices
- Implementation and maintenance of NIST-aligned and CIS-aligned cybersecurity controls within County operations
- Experience with Ohio statutory compliance requirements applicable to governmental entities
- Familiarity with intergovernmental cooperation frameworks under Ohio law
- Technology procurement experience using cooperative purchasing agreements including Ohio State Term Schedule

Technical Capabilities

- Enterprise endpoint protection deployment and management
- Firewall and VPN administration for governmental environments
- Multi-factor authentication implementation aligned with NIST SP 800-63B
- Backup and disaster recovery for public-sector data environments
- Cybersecurity awareness training and phishing simulation program delivery
- IT policy development and compliance documentation for governmental entities
- Email spam filtering and advanced threat protection

References

References from Williams County department heads and affiliated public-sector contacts are available upon request. The Williams County IT Department is pleased to facilitate direct conversations with County leadership regarding the quality and reliability of services delivered.

For questions regarding this proposal, please contact:

Jeremy Suffel
IT Manager, Williams County IT Department
jsuffel@williamscountyoh.gov
Williams County, Ohio

RESOLUTION 26-0336

COUNTY COMMISSIONERS' OFFICE
WILLIAMS COUNTY, BRYAN, OHIO
June 25, 2026

In the Matter of
A RESOLUTION SPECIFYING THE DEBT SERVICE FOR PUBLIC INFRASTRUCTURE IMPROVEMENTS TO BE MADE; AND AUTHORIZING THE EXECUTION OF NECESSARY ANCILLARY DOCUMENTATION

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 8, 2019, Williams County Board of Commissioners passed Resolution No. 19-0123 creating a tax increment financing exemption pursuant to Ohio Revised Code Section ("R.C.") 5709.78(A). and the County received a final determination and approval from the State Tax Commissioner on September 30, 2021.

WHEREAS, Sections 5709.77 through 5709.81 of the Ohio Revised Code (collectively, the "TIF Statutes") authorize a board of county commissioners, by resolution, to declare the improvements to parcels of real property to be a public purpose and thereby exempt from taxation, require the owner thereof to make service payments in lieu of taxes, establish a redevelopment tax equivalent fund for the deposit of service payments in lieu of taxes to be expended on the construction or acquisition of public infrastructure improvements benefiting the parcels in question, and specify the public infrastructure improvements to be made; and

WHEREAS, this Board of County Commissioners ("Board") has previously determined (Resolution No. 19-0123) that it is necessary and appropriate and in the best interest of the County to exempt from taxation one hundred percent (100%) of the Improvement to the Property pursuant to Section 5709.78(A) of the Ohio Revised Code for up to thirty (30) years (the "TIF Exemption") and to simultaneously direct and require the current and future owner(s) of the Property (the "Owner" or "Owners" as the case may be) to make annual Service Payments (As hereinafter defined) in lieu of real property tax payments, in the same amount as they would have made real property tax payments but for the exemption provided by this Resolution; and

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Williams County, Ohio, that:

Previously determined (Resolution No. 19-0123) to create a Redevelopment Tax Equivalent Fund. Pursuant to and in accordance with the provisions of Section 5709.80 of the Ohio Revised Code, this Board established the Turnpike Development Incentive **Redevelopment Tax Equivalent**

Fund (the "Fund"). The Fund will continue to be maintained in the custody of the County and shall receive all distributions to be made to the County pursuant to Those Service Payments and Property Tax Rollback Payments received by the County with respect to the Improvement of the Parcel and so deposited pursuant to Section 5709.80 of the Ohio Revised Code and this Resolution shall be used solely for the purposes authorized in the TIF Statutes and this Resolution, ***including paying for costs associated with the construction of Public Infrastructure Improvements***. The Fund shall remain in existence so long as such Service Payments and Property Tax Rollback Payments are collected and used, after which time the Fund shall be dissolved and any surplus funds remaining therein shall be transferred to the County' General Fund.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Williams County, Ohio, that a distribution of $51,161.00 shall occur annually from said **Redevelopment Tax Equivalent Fund (the "Fund")** to the Northwest Water District Board of Trustees to assist in the payment of debt service to the Ohio Water Development Agency (OWDA) for a 5-year period in accordance with (Resolution No. 19-0123) to be renewed and adjusted yearly, if needed. ***Payment will be issued once the Board of Williams County Commissioners receives and reviews the annual report from the Northwest Water District Board of Trustees.***

BE IT FURTHER RESOLVED that it is further found and determined that the outstanding debt owed to the Board of Williams County Commissioners by Northwest Water District Board of Trustees for monies expended by the County on behalf of the Northwest Water District Board of Trustees for infrastructure for the project associated with Resolution No. 19-0123 shall be retired by a distribution of $20,000.00 shall occur annually from said **Redevelopment Tax Equivalent Fund (the "Fund") to the credit of fund 9039 Northwest Water District fund for repayment to the County until such time as the outstanding infrastructure debt has been retired in full.**

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

Commissioner Rummel seconded the motion.

The vote upon adoption resulted as follows:

Mr. Scott A. Lirot, yes

Mr. Bartley E. Westfall, yes

Mr. Terry N. Rummel, yes

WILLIAMS COUNTY COMMISSIONERS

Scott Lirot
President of the Board of Commissioners

Vice-Pres of the Board of Commissioners

Terry Rummel
Member of the Board of Commissioners

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