Description	Williams County Commissioners' Session #49	
Date	Thursday, July 30, 2026	
Time	Speaker	Note
9:07:23 AM	SL	Alright, we would like to bring the meeting to order and we will begin with the Pledge. All present said the Pledge of Allegiance.
9:07:40 AM	Roll Call	TR: Here; BW: Present; SL: Here; Quorum is Met.
9:07:51 AM	Resolution 391	Approving Minutes from Regular Session July 28, 2026; BW: Motion; SL: Second; Roll Call: TR: Yes; BW: Yes; SL: Yes; Motion Carried.
9:08:54 AM	Resolution 392	Approve Agenda as Amended or Presented. We are going to amend it to add Airport Authority board member re-appointment for Dan Eshman. My reminder did not pop up, so his email triggered everything. BW: I'd like to also add the signing for the extension of the additional land, lot up at the North Annex for another 30 days to the end of August. It expires tomorrow, the one we have now. SL: I'd like to add also for Brian Fritsch, the repair invoice payment, if we could talk about that a little bit. TR: And Bart, I'm assuming that was a motion? I'll make the motion to approve the agenda with amendments; BW: Second, sorry; Roll Call: TR: Yes; BW: Yes; SL: Yes; Motion Carried.
9:10:27 AM	Resolution 393	Approving Payment of Bills; BW: Motion; TR: Second; Roll Call: TR: Yes; BW: Yes; SL: Yes; Motion Carried.
9:11:29 AM	Bill Discussion	TR: You will probably see some discrepancy, at least Bart and I, because I think there were some bills for Hillside that didn't go through the last, it was missing one signature. So, I think when we push the button Bart, we're gonna get a little pushback from those Hillside bills. And Vond will check up on them to make sure they pushed on through. I just recognized that this morning. And mainly because debt services, there was like a $30,000 Hillside debt service bill, and I seen it last time. Yeah, and see here I got that you cannot approve or deny role, blah, blah, blah, blah, blah. VH: Because you already did. TR: Because I already did. That's why I got the pushback. VH: Right. TR: Which is fine, then the rest of mine should flush through. Except, I bet I know what happened is Scott had the name Natosha in there and you sort out. No, that wouldn't work. I don't know why those didn't push. VH: I don't know why his didn't go through. SL: It said it, just like right now, I mean, how do I know I guess? What does it say? I went through. TR: It's hard. Vond looks at them after we're done. Well, I did that last week, but it didn't apparently clear. BW: I did the same thing. TR: I don't know. SL: I got mine. TR: We should probably alert Natosha that those didn't go through in case there's anything that's gonna be late. VH: Okay. TR: That we need to just address. I would have through she knows. VH: I gave her my cell phone number and we're gonna be talking. TR: You're texting? Alright, perfect. BW: Thank you. TR: And my bills are paid. VH: I did send a letter to the Auditor to give Natosha, authorizing her until

		further notice to be able to approve and pay their bills. And Lauren to be able to do payroll until further notice. TR: Okay, thank you.
9:12:38 AM	Resolution 394	Supplemental Appropriation(s) on behalf of the Auditor, Commissioners, Common Pleas Court and JFS; BW: Motion; TR: Second: Roll Call: TR: Yes; BW: Yes; SL: Yes; Motion Carried.
9:13:56 AM	Also Signed	We have a permit to work within County/Township Road Right-of-Way on behalf of Charter. I'm pretty sure that's an amendment to it. SL: Are they asking for more time? Revision on? AR: I don't know what that abbreviation stands for.
9:14:21 AM	Discussion	SL: That's over there on county road 16 by the county home. By county road 10 isn't it? BW: Yeah, that's out by the county home. That is 16 to 7, yeah, they're working down in that area right now. SL: Hopefully they'll have better luck going under the bridges. BW: They're there right now going under the bridge and they screwed everything up. (Inaudible) there last night and oh gosh.
9:14:28 AM	TR	I did have somebody call about their yard being a mess and it was rainy for, the road was closed when, not, it was flooded when they fixed it. And they come right back by. And I sent it to Ron, Ron texted them and they had it done within a week. So, when they do recognize something. So, if anybody sees something that's undone, one quick phone call gets a fix pretty darn quick.
9:14:51 AM	BW/TR	Yeah, rather than call me about holes left in the yard and hitting them when they're mowing, so I had to direct them to Ron. TR: Yeah, yeah, sent them to Ron. BW: He's the one that's got contact. TR: He took care of it and it happens quick. So, they're gonna have settling and such I'm sure. I'm good Anne if you are.
9:15:14 AM	AR	Then you have an email from John Bilton, but it sounds like Bart already took care of, email from Dan Eshman, and then also the.
9:15:16 AM	BW/TR	It is on Todd's radar. They've got to get up and open it up and let the resident know that he can't block his road right of way off. But, he says it's not a priority right now, but it is on their list. TR: On their list of things to do.
9:15:35 AM	SL	What did they do, actually put a gate up in the road? BW: Yeah. (Inaudible – all trying to talk).
9:15:43 AM	Discussion	BW: I don't know. Actually, it is a back way going in through the, not Funny Farm, what is the campground up by you? TR: River's Edge. BW: No, not River's Edge. It's up on, it's on C. TR: County Road C-30, right? BW: Yeah, C-30 not 30-C. It's up, it's up by O I think he told me. I thought it was N-30 but it's not. I need to look up. TR: I'll try to drive by it just to see what they're talking about. But did anybody address it with Bilton? BW: No, I have not contacted him. SL: The guy that wrote the letter? TR: His number's on. BW: I'll contact him. I'll call him and let him know the engineer is aware of it and they are going to get to it. I'll take care of that. I'll finish it up. I did not follow up with that. TR: Thanks

9:16:27 AM	AR	That's all I have.
9:16:28 AM	SL/BW/AR	So, did you want to talk about something Bart? BW: Yeah, we need to get that, did we sign that extension? AR: You will once I do the resolution.
9:16:43 AM	SL	So, Brian Fritsch, he's got that, you know, they're trying to figure out how we're gonna do tile repair without coming out of the, because we don't have an A fund any more, correct? And they don't want to use permanent ditch maintenance money to do it. And my question is how much do we need to get them and how fast can they, what do they need for running money on that then? And that's gonna be a loan from us, right?
9:17:07 AM	VH/SL	Ish. It would be easier to just do a transfer and then it would roll over. Because otherwise you're supposed to advance it back in the year you make the advance. And they're always gonna need cash to front the money before the assessment gets collected and put back in the fund. SL: How do they do that in other counties?
9:17:36 AM	VH	We had a separate fund for it. We had a tile fund. A tile repair fund. And then we had a ditch maintenance fund because they're different.
9:17:40 AM	TR/VH	I don't think we have a choice but to fund it. And I talked to Bert Bevers that sent through, and we're sitting on an invoice for him to get paid. And I said do we got a couple weeks and he said since I took two or three months to get it done yeah, you got a couple weeks, no problem. So, he's good. And he said by the way, I've got some more of these. And it sounds like he's collectively went around the neighbors and say hey, this is affecting all of our water, it's sitting over here, I want to fix it. Do you mind if we send through, and they'll just put it on your taxes and do it? So, Bert seems to be doing it right by collectively getting all the neighbors' signatures on a piece of paper that says we want to go together, but we want to you guys to manage this and bill us for it. And it's a tile of record so they probably have to. So, but it sounds like he had about $75,000 coming through. So, I think we have to transfer $100,000 or less, but it can't be probably much less than a hundred. Because I think this bill is for how much Scott? VH: 18,000 is this first one.
9:18:38 AM	TR	So, we've got a bill for 18,000 that needs paid. And then he's got some more coming in. And this isn't gonna get collect until tax year 2027 probably.
9:18:45 AM	SL	But, do they have to do that all on their taxes? Are there any of them that's just gonna be paid by the landowners?
9:18:51 AM	VH	Well, they can do that. That's an option. Do they want to pay?
9:18:55 AM	SL/VH	If they want to pay it up front. VH: They can do that. SL: Or right at the time. I just, you know, once you put $100,000 somewhere it might be like the last time you ever know what's going on with it and see it. I had to see money slip away that.
9:19:13 AM	TR	I had a conversation with Vickie this morning about the exact same thing. That when we fund this we have to have it in that we, every time they come in and

		want to do a project somebody needs to say what's the balance? What's outstanding? And how much is, to equal a zero. It should net back out to whatever we up front fund it with. Because some day it's not gonna have enough money in it, right? And they're gonna come back in and want more money and we're gonna say, where did the money go? And it's gonna be confusing. And somebody, who's in charge of netting back to a dollar?
9:19:39 AM	VH	Well, that's where it's helpful if it is its own fund and you can always see it. And then when we do reports we can see of yeah, there's this much money in it. And then you can run a trail on it and just say alright, here's where it went in and here's where it went out. We can see who did it, what day, what time.
9:19:58 AM	TR	But we still don't know who hasn't paid yet. VH; Correct. TR: Vickie says the engineer's office is gonna track that. But, we need to ask for that tracking mechanism of who has the running balance sheet. Property by property, dollar by dollar, exactly where it's at. And police it. Because Scott's exactly right. It's just gonna plain be a hundred grant. And someday it's gonna be zero and we're gonna say where did that money go? Oh, I forgot to collect this. You know, there's nobody policing the daylights out of it.
9:20:27 AM	SL	I can see it can be very complicated, especially if you have somebody that doesn't pay their property taxes or it goes into an estate or it gets.
9:20:34 AM	TR	And then they have three years to pay it. Because I think if you put it on your tax bill you have three years and they'll divide it. Is that three?
9:20:40 AM	SL/VH	I think, isn't it the dollar amount that triggers that? VH: I would have to pull up that section.
9:20:54 AM	SL/VH	Because if it's under a certain amount, well that's permanent maintenance fund. If it's under a certain amount it's paid in one year. If it's over a certain amount then. VH: Up to.
9:20:59 AM	TR	But it still has to happen, right? We've already done it. We have this $18,000 bill done. SL: Are we done? VH: What Vickie suggested yesterday was (Scott talking to Anne).
9:21:07 AM	RECESS	SL: We are going to stand in Recess for 5 minues.
9:30:38 AM	SL	Alright, we are back in session. And we have Melissa Bodey.
9:30:45 AM	Executive Session	BW: I would like to make a motion to go into Executive Session under Revised Code 121.22(G)(5), Matters Required to be Kept Confidential as requested by Melissa Bodey from CEBCO and we will have Vond as well. TR: I'll second that. Roll Call: TR: Yes; BW: Yes; SL: Yes; Motion Carried.
10:03:58 AM	SL	Alright, we are coming out of Executive Session with No Decision. And now we're gonna start with a joint ditch meeting with Hillsdale County. And we've got Brian Fritsch here and Jami. So, we'll give the floor to Brian.
10:04:18 AM	BF/Matt Word/AR	So, we just one, one drain to talk about. The 646 Walker. And everyone should have the sheet describing the Walker. The current balance is a positive

		$2,438.34. I'm proposing a collection of $2,233 for 2027. That will include the spraying that will be done on the ditch next year. It will be due for spraying of brush and broadleaf and also, we have some dipping that needs to be done at the very lower end that we're planning on doing over the winter of '26-'27. So, that's why we have a collection of $2,233. And then at the bottom of the sheet you can see how it's spread out through the watershed. The 84-1/2% is Hillsdale and 15-1/2% is Williams County. Matt Word: I'm good with all that Brian. No problem at all. Brian: Okay. AR: Ready for the? Do we have a motion to accept?
10:05:56 AM	Resolution 395	TR: Terry Rummel, so moved; Matt Word: Second, Matt Word, Hillsdale; Roll Call: TR: Yes; BW: Yes; SL: Yes; Matt Word: Yes; Motion Carried. AR: Okay, easy enough. SL: Thanks Matt. Matt: Alright, thank you guys. Have a good day. AR: Bye Erin. TR: Erin don't get to vote must be. SL: Erin's not, she's a worker, she's a commissioner thing. Have to have four commissioners. TR: Matt's not a commissioner either. BW: He's ditch maintenance there. TR: He's the maintenance. (Inaudible)..
10:06:28 AM	Discussion	BF: It's different in Hillsdale. AR: Drainage Commissioner. BF: He's the Drainage Commissioner. It's set up different in Michigan. SL: So, they don't have three commissioners in the county? BF: No, they have the drain commissioner and he's in charge of everything.TR: That's the way I said it should be. Three dumb commissioners shouldn't be in charge of drainage. SL: Well, that's fine but I always thought you have to have six commissioners in on a meeting. TR: That's in Ohio. BF: That's for Ohio. If we did a joint project with Michigan again it would be Matt. Your three commissioners here and then Matt. SL: So, how do you have a quorum then? We can decide all that, just the three of us? BF: Now, I guess I will say I think possibly there is someone who will come from the Michigan Department of Ag, somebody may come from Lansing. Because I think if I remember right when we had the joint petition for Clear Fork way back when there was a representative from the state there. But I don't know if he is a voting member or not. But he was there with, well it was Bill Word at the time. But there was a guy that came from the state, Michigan Department of Natural Resources or Michigan Department of Ag. SL: You know we wouldn't need them though, we'd have a quorum with three unless they have a different rule for it. I'll have to look that up. BF: I don' think that the rules, I don't think that it's really different. SL: What do you mean it's not different? BF: Well, the three of you, he would have one vote and you would have three if I remember right, yeah. Every state's different. SL: That doesn't seem fair to them. We can tax them all we want then. We should have just said make them pay all the tax and us zero.
10:08:21 AM	Resolution 397	Approving an Addenda between Williams County and Crossed Rifles, LLC to extend closing date to August 30, 2026; TR: Motion; BW: Second; Roll Call: TR: Yes; BW: Yes; SL: Yes; Motion Carried.
10:08:43 AM	AR/SL/BW	And that's all I have until your 10:30. SL: Anything else? BW: I don't have anything else.

10:08:48 AM	RECESS	SL: We stand in Recess.
10:25:02 AM	SL	Alright, we are back in session.
10:25:05 AM	Executive Session	BW: I make a motion to go into Executive Session under Ohio Revised Code 121.22(G)(3), Employment, requested by Commissioner Rummel, and I would invite from Vancrest, Shane, Mark and Nick as well as our Administrator. TR: Second; Roll Call: TR: Yes; BW: Yes; SL: Yes; Motion Carried.
10:42:49 AM	SL	Alright, we're coming out of Executive Session WITH ACTION.
10:42:55 AM	Resolution 396	Entering into a Management Agreement between Williams County Commissioners and Vancrest Management Corp to provide certain administration, management and operational services; TR: Motion; SL: Second; Roll Call: TR: Yes; BW: Present. TR: Commissioner Westfall is going to abstain because his mother is there. AR: He's here. This is what that is. SL: I see that now. SL: Yes; Motion Carried.
10:43:26 AM	TR	TR: I'd just like to make a comment that you know, this has been something we've had executive sessions from, ongoing for months now with the anticipation that if we couldn't get the finances turned around out at Hillside that we were going to have to make some decisions. And Jim Hoops introduced us to these folks quite a while ago and we sat down and had lunch and have toured some facilities. And we really look forward to bringing this structure to Hillside with, after touring their facilities to watch the quality of care and to talk to some of the employees about that. It feels like it's just a good natural fit. So, I look forward to moving this future.
10:44:08 AM	SL	I have been looking forward to do this day for a long time myself. I think you guys run some fantastic facilities and we appreciate the fact you'll even come and help us out through this difficult time that we're having so we can keep our nursing home the best in the county. We've had this for over a hundred years and it's really important to us and we're really handing you a, one of our babies of the county to fix. So, thank you.
10:44:36 AM	AR	That's all I have for today. If you want to adjourn you can.
10:44:43 AM	SL	Have you guys got anything else? TR: I think we're good.
10:44:45 AM	ADJOURNED	SL: We stand ADJOURNED.

WILLIAMS COUNTY COMMISSIONERS

APPROVED:

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

ATTEST:

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

RESOLUTION 26-0391

COUNTY COMMISSIONERS' OFFICE
WILLIAMS COUNTY, BRYAN, OHIO
July 30, 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 July 28, 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:

WILLIAMS COUNTY COMMISSIONERS

Mr. Scott A. Lirot, yes

Scott Lirot
President of the Board of Commissioner

Mr. Bartley E. Westfall, yes

Vice-Pres of the Board of Commissioners

Mr. Terry N. Rummel, yes

Terry Rummel
Member of the Board of Commissioners

RESOLUTION 26-0392

COUNTY COMMISSIONERS' OFFICE
WILLIAMS COUNTY, BRYAN, OHIO
July 30, 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 Rummel 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 Westfall 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 Rummel
Member of the Board of Commissioners

RESOLUTION 26-0393

COUNTY COMMISSIONERS' OFFICE
WILLIAMS COUNTY, BRYAN, OHIO
July 30, 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 Rummel
Member of the Board of Commissioners

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RESOLUTION 26-0394

COUNTY COMMISSIONERS' OFFICE
WILLIAMS COUNTY, BRYAN, OHIO
July 30, 2026

In the Matter of
Supplemental Appropriation(s)

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

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

Commissioner Westfall moved adoption of the following resolution:

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

Department: Williams County Auditor

From:	1001-40-120-502300	AUD BWC	$1,000.00
To:	1001-40-120-502700	AUD Travel-Lodging-Meals	$1,000.00

Reason: Appropriate funds for remaining 2026 conferences & training

Department: Williams County Commissioners

From:	1001	Unappropriated	$5,150.35
To:	1001-49-161-509004	Misc Other Expense – Insurance Claims	$5,150.35

Reason: Move insurance proceeds into line to pay repair invoice for Adult Probation hail damage claim for 2021 Ford Explorer

From:	4001	Unappropriated	$51,161.00
To:	4001-40-161-509300	Misc-Grants/Contributions **NEW**	$51,161.00

Reason: Funding line to make debt service payment for Northwest Water District

From:	1001-49-161-509005	Misc – Contingencies	$4,680.00
To:	1001-40-168-506020	Maintenance/Repairs Building	$4,680.00

Reason: Additional funds needed to pay for TRU-1 Repairs

From:	1001-53-161-510000	Comm-Misc Advance Out	$50,000.00
To:	5018-74-260-474000	Hill Advance In	$50,000.00

Reason: To cover invoices & Payroll as requested by letter from Hillside on July 28

Department: Williams County Common Pleas Court

From:	2035	Unappropriated	$600.00
To:	2035-41-100-506100	Prob Svc – Dues/Subs/Member/License	$600.00

Reason: Annual Non-Terminal Access fee – LEADS FY2027

Department: Williams County Department of Job & Family Services

From:	2074-45-302-509034	WIOA – Shared Cost	$1,299.44
To:	2026-03-300-403100	PA – Shared Cost Reimbursement	$1,299.44

Reason: 2026 (April – June) OMI Cost Reimbursement

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 Rummel
Member of the Board of Commissioners

RESOLUTION 26-0395

COUNTY COMMISSIONERS' OFFICE
WILLIAMS COUNTY, BRYAN, OHIO
July 30, 2026

In the Matter of
Maintenance Assessments for the
Duplicate Year 2027 on Joint Ditch
#646 Walker with Hillsdale County

The Joint Board of Williams County Commissioners and Hillsdale County Drain Commissioner met in regular session on Thursday, July 30, 2026 via phone conference with the following members present:

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

HILLSDALE COUNTY
Matt Word, Yes

Commissioner Rummel moved adoption of the following resolution:

WHEREAS, Brian Fritsch, Williams County Drainage Engineer, has reported the proposed maintenance collections for 2027 duplicated with Williams and Hillsdale Counties, informational sheets attached, and should be placed on the 2027 tax duplicate for maintenance in regards to Joint Ditch #646 Walker;

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 Word 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

Mr. Matt Word, 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

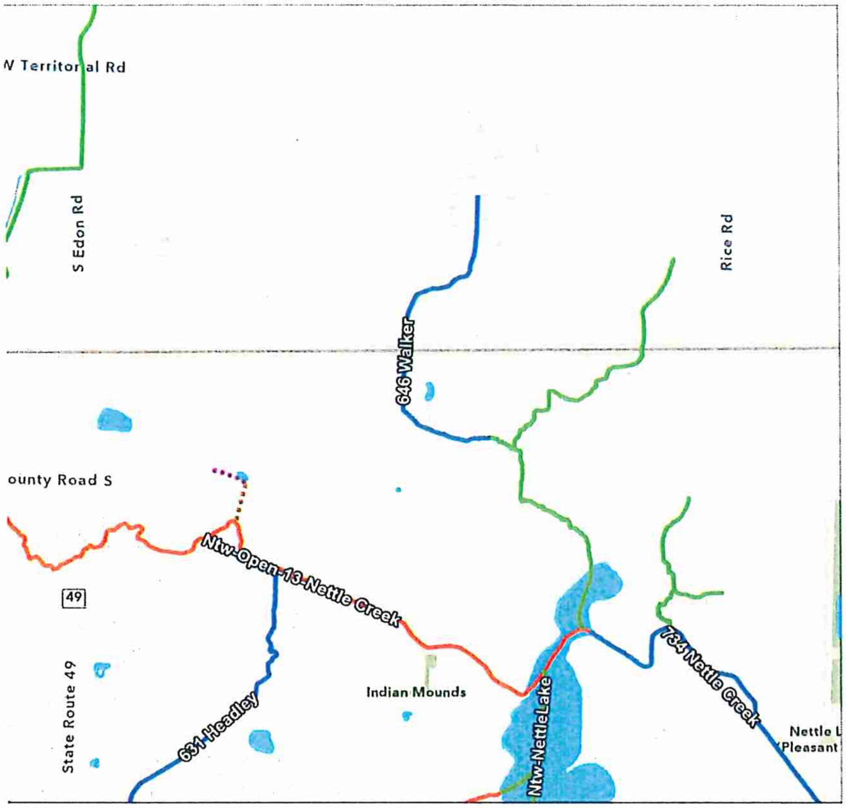
HILLSDALE COUNTY DRAIN COMMISSION

Matt Word
County Drain Commissioner

MOTION CARRIED

ATTEST: Anne M. Retcher,
Anne M. Retcher, Clerk for Williams County

646 Walker



Under Maintenance Since:	2004	Construction Base:	$43,000
Maintained Length:	2,500 feet	Township:	Northwest
Balance as of June 30,2026:	$2,438.34	Charges in Previous Year:	$1,571.44
Collected in Previous Year:	$0.00	Proposed 2027 Collection:	$2,233.00

	Share of Collection:	Amount Due:
Hillsdale County:	84.48%	$1,886.44
Williams County:	15.52%	$346.56
Total:	100.00%	$2,233.00

PIN	Legal Acres	Watershed Acres	Pt Total	$ Total	$/Acre	Benefit	Owner	OwnerAddr1	OwnerCity	OwnerAddr2	OwnerState	OwnerZip
094-110-00-001.000	17.31	10.377	7.60323	$434.10	$10.17	19.44%	LEMKE RANDY L AND BRENDA K	2883	HILLSDALE	READING	MI	49242
094-110-00-002.000	11	9.704	5.03639	$287.61	$7.21	12.88%	DYE WESLEY M AND STACI M	4793	MONTPELIER	COUNTY ROAD S	OH	43543
094-110-00-003.000	20.21	18.611	12.19457	$696.25	$9.10	31.18%	DYE WESLEY M AND STACI M	4793	MONTPELIER	COUNTY ROAD S	OH	43543
094-110-00-003.001	7.29	6.8	3.62251	$206.78	$7.40	9.26%	STEINKE NANCY M (LE) ETAL	4827	MONTPELIER	COUNTY ROAD S	OH	43543
094-110-00-004.000	57.5	12.785	9.80946	$560.04	$10.65	25.08%	WALKER DAVID AND SUSAN	4575	EDON	COUNTY ROAD S	OH	43518
County	0	0.951	0.84877	$48.22	$12.39	2.17%						
	113.31	59.228	39.11493	$2,233.00		100.00%						

RESOLUTION 26-0396

COUNTY COMMISSIONERS' OFFICE
WILLIAMS COUNTY, BRYAN, OHIO
July 30, 2026

In the Matter of:
Entering into a Management 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 Rummel moved adoption of the following resolution:

WHEREAS, a management agreement has been successfully negotiated between the Williams County Commissioners and Vancrest Management Corp to provide certain administration, management and operational services as further described in the attached; *Term:* for a period of one year beginning on August 1, 2026 and ending on August 1, 2027 with an automatic renewal of the term unless terminated by either party prior to the expiration date as stated in Article VII Section 7; *Cost:* County will pay Vancrest a management fee equal to five percent (5%) of the gross revenues of the facility as well as the incurred costs as broken down in Article VI Section 6 of the agreement. The Management Fee and Incurred Costs for the preceding month will be due on or before the 15th day of each month during the term of this agreement; therefore,

BE IT RESOLVED, by the Board of Williams County Commissioners we do hereby approve the management agreement as set forth above and further explained in the agreement, attached hereto. A complete copy of the agreement 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 Lirot seconded the motion.

The vote upon adoption resulted as follows:

WILLIAMS COUNTY COMMISSIONERS

Mr. Scott A. Lirot, Yes

Scott Lirot
President of the Board of Commissioners

Mr. Bartley E. Westfall, Abstain

Vice-Pres of the Board of Commissioners

Mr. Terry N. Rummel, Yes

Terry Rummel
Member of the Board of Commissioners

MANAGEMENT AGREEMENT

This MANAGEMENT AGREEMENT ("Agreement") is made and entered into as of the 1st day of August, 2026, by and between **VANCREST MANAGEMENT CORP.,** an Ohio corporation ("Manager"), and **COUNTY OF WILLIAMS, OHIO**, a county and political subdivision of the State of Ohio ("County").

RECITALS:

WHEREAS, County owns and operates a community of independent living apartments, assisted-living apartments, skilled nursing facility, and a memory impaired nursing facility, collectively and commonly known as **Hillside Country Living,** located principally at **09876 County Road 16, Bryan, Ohio 43506** (the "Facility"); and

WHEREAS, County desires to retain Manager to provide certain administration, management, and operational services as further described herein, on the terms and conditions described below, with respect to the Facility, and Manager desires to provide such services to County as further described herein, on the terms and conditions described below, with respect to the Facility.

NOW, THEREFORE, the parties hereto (individually, a "Party" and collectively, the "Parties"), in consideration of the mutual covenants and promises hereinafter contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, do hereby consent and agree as follows:

AGREEMENT:

ARTICLE I
INCORPORATION OF RECITALS

Section 1.1 Incorporation of Recitals. The foregoing Recitals are hereby incorporated by this reference as if fully set forth and rewritten herein.

ARTICLE II
REPRESENTATIONS AND WARRANTIES

Section 2.1 **Representations and Warranties of Manager**. Manager represents and warrants to County that, as of August 1st , 2026 (the "Commencement Date"): (i) Manager is a corporation duly organized and validly existing under the laws of the State of Ohio; (ii) neither Manager nor any officer of Manager has ever been convicted of any act or omission constituting a felony under the laws of the State of Ohio or the United States of America or constituting Medicare or Medicaid fraud or any other offense or violation under Titles XVIII or XIX of the Act which would materially and adversely affect Manager's duties under this Agreement; (iii) the execution of this Agreement and the performance of Manager's duties and responsibilities hereunder will not violate Manager's Articles of Incorporation or Code of Regulations or any other written agreement to which it is a party; (iv) Manager has the requisite experience and authority to execute this Agreement and to perform Manager's duties and responsibilities hereunder; and (v) upon the execution and delivery, this Agreement will constitute a valid and binding obligation of Manager enforceable in accordance with its terms.

Section 2.2 **Representations and Warranties of County**. County represents and warrants to Manager that as of the Commencement Date: (i) neither County nor any officer of County has ever been convicted of, or has been investigated for any act or omission constituting a felony under the laws of the State of Ohio or the United States of America or constituting Medicare or Medicaid fraud or any other offense or violation under Titles XVIII or XIX of the Act; (ii) the execution of this Agreement and the performance of County's duties and responsibilities hereunder will not violate any written agreement to which it is a party and, to County's knowledge, will not require the consent or approval of any third person or entity; (iii) County has the requisite authority to execute this Agreement and to perform County's duties and responsibilities hereunder; (iv) upon the execution and delivery, this Agreement will constitute a valid and binding obligation of County enforceable in accordance with its terms; (v) all of the nursing home beds in the Facility are duly certified by Medicare and Medicaid under Titles XVIII and XIX of the Act and such certifications are in full force and effect; and, (vi) there are no judicial, administrative or regulatory proceedings pending or, to County's knowledge, threatened in connection with the Facility that would materially and adversely impact the terms and conditions of this Agreement.

ARTICLE III
TERM

Section 3.1 **Commencement of the Term**. Unless terminated earlier pursuant to the provisions of Article VII of this Agreement or renewed pursuant to the provisions of Section 3.2 of this Agreement, the term of this Agreement will be for a period of one (1) year, beginning on the Effective Date and ending on August 1st , 2027 (the "Expiration Date").

Section 3.2 **Automatic Renewal of the Term**. Unless terminated prior to the Expiration Date pursuant to the provisions of Article VII of this Agreement, the terms of this Agreement shall automatically renew for an additional one (1) year term ending on the date that is one (1) year after the Expiration Date, unless earlier terminated pursuant to Article VII of this Agreement.

Section 3.3 Cooperation Upon Termination. Upon termination of this Agreement for any reason, Manager agrees, at no cost or expense to it, to fully cooperate with County to assist in an orderly transfer to County or a successor manager or other nominee of County. Without limiting the foregoing, Manager agrees upon termination of this Agreement to do the following:

(a) Promptly provide County with an accounting of Manager's activities during the entire term of this Agreement;

(b) Promptly turn over to County all funds and other property of County in Manager's possession or under Manager's control without offset or counterclaim; and

(c) Supply to County a successor manager or other nominee of County any and all information that may be reasonably required to effect an orderly transfer of the Facility.

ARTICLE IV
DUTIES OF COUNTY

Section 4.1 County's Duties. County will, at County's sole cost and expense, pay all costs of leasing, maintaining, repairing including, but not limited to, capital expenditures, operating, and supervising the operation of the Facility pursuant to the terms of this Agreement. County's duties and obligations under this Agreement shall include, without limitation: (i) providing funds for the purchase or lease of all furniture, supplies, fixtures and equipment, including, but not limited to, dietary, laundry, kitchen, computer and durable medical equipment, as may be necessary or appropriate for the operation of the Facility; (ii) making available sufficient financial and other resources to operate the Facility in an efficient and economic manner; (iii) employing all employees or contracting with an outside service or staffing agency to provide and/or lease the services of such agency's employees to County for the operation and upkeep of the Facility; (iv) maintaining all existing certifications pertaining to the Facility in full force and effect; and (v) keeping and retaining all other rights, duties, obligations and responsibilities not specifically delegated to Manager pursuant to this Agreement.

Section 4.2 Cooperation with Manager. County will furnish Manager with all information in its possession or to which it has access relating to the Facility that is reasonably requested by Manager. In addition, County will cooperate with Manager and take all actions reasonably necessary or appropriate to facilitate Manager's performance of its duties hereunder, and County will not unnecessarily interfere with Manager's duties under this Agreement. All initial Manager contact with County shall be through the Williams County Administrator, Vond Hall (vhall@wmsco.org), as representative of County. Any substitute or replacement County representative shall be identified in writing to Manager, with suitable contact information for such representative.

Section 4.3 Operating Account. County will continue to fund the operation of the Facility and will promptly provide Manager with a copy of each monthly financial statement from County's financial system.

Section 4.4 Notice to Manager. To the extent not already received by Manager, County will forward to Manager, within three (3) business days of receipt, copies of all information, surveys, inspection reports, management reports, audit reports, correspondence, notices and memoranda received by County in connection with the Facility from any federal, state or local authority, including, but not limited to, the Internal Revenue Service, the Ohio Department of Health, the Ohio Department of Medicaid, the Centers for Medicaid and Medicare Services, or any other government authority that has jurisdiction over any aspect of the Facility or the operation thereof.

ARTICLE V
DUTIES OF MANAGER

Section 5.1 **Manager's Duties**. Manager will manage and supervise the operation of the Facility on behalf of County in an efficient, effective, prudent and workmanlike manner in accordance and in compliance with all applicable federal, state and local laws, rules and regulations, and will perform the duties and obligations detailed in this Article V. Except as otherwise specifically stated herein, all costs and expenses associated with the operation of the Facility will be the sole obligation and liability of County.

Section 5.2 **Administration**. Manager will oversee the administration of the Facility. If necessary, on behalf of County, Manager will recruit, direct and supervise a licensed nursing home administrator to administer the Facility, subject to County's payment obligations under Section 6.3.

Section 5.3 **Employment of Facility Staff and Outside Services and Reports**.

(a) Except as otherwise set forth in this Agreement, all Facility employees will remain County's employees. Manager shall recruit and recommend on behalf of the County such additional qualified, competent personnel as are necessary or appropriate in the operation of the Facility including, but not limited to, registered nurses, licensed practical nurses, nurses' aides and maintenance and janitorial workers, and will secure or contract for all of the Facility's required outside services including, but not limited to, physical, occupational and respiratory therapy, laboratory and pharmacy, in each case with County's prior written consent (the "Outside Services").

(b) Manager will recommend to County processes in which to administer and schedule all Facility functions including, but not limited to, the work schedules of all of County's employees and of any Outside Services.

(c) Manager will abide by the terms of any existing collective bargaining agreement with respect to all or any portion of the employees of County with respect to the Facility. Manager will not negotiate any changes to the existing collective bargaining agreement of County without County's prior written consent.

(d) Manager will supervise the maintenance of all of County's payroll records for the Facility employees, including, but not limited to, earnings records, payroll tax summaries, and withholding tax statements. County will remain responsible for the filing of federal and state payroll returns for such Facility employees, and also will be responsible for disbursing payroll checks to employees on a timely basis.

(e) Manager will forward to County, within three (3) business days of receipt, copies of all information, surveys, inspection reports, management reports, audit reports, correspondence, notices and memoranda received by Manager in connection with the Facility from any federal, state or local authority, including, but not limited to, the Internal Revenue Service, the Ohio Department of Health, the Ohio Department of Medicaid, the Centers for Medicaid and Medicare Services, or any other government authority that has jurisdiction over any aspect of the Facility or the operation thereof. In addition, Manager will forward to County, within twenty four (24) hours of receipt, copies of all information, correspondence and notices relating to union activities, labor, employee and similar matters with respect to County, the Facility or the operation of the Facility. Any notice received by Manager or the Facility in which any government authority of competent jurisdiction makes a citation of "immediate jeopardy" with respect to the Facility shall be forwarded to County within twenty-four (24) hours of receipt.

Section 5.4 Inventory Control and Purchasing Authority. Manager will make recommendations to County with respect to maintaining adequate supplies for the efficient operation of the Facility and for the licensure and certification of the Facility. The supplies will include, but not be limited to, raw food and dietary supplies, nursing and pharmaceutical supplies, housekeeping and laundry supplies, office supplies, and supplies necessary for the repair and maintenance of the Facility. The supplies will be of the quality prudently used in the efficient operation of high-quality nursing facilities. Manager will oversee the establishment and maintenance of procedures for the safekeeping of all the supplies. Manager will maintain accurate records and procedures to insure efficient control over such supplies.

Section 5.5 Records and Accounts. Manager will assist County in maintaining accounting, billing, patient and collection records, as necessary, including medical and nursing records, charts of accounts, accounting systems and internal controls, classifications and procedures, consistent with the requirements of all applicable laws, statutes, rules and regulations.

Section 5.6 Maintenance and Repair. Manager will recommend to County commercially-reasonable best efforts to keep and maintain the Facility at all times in good repair and operating condition and make any repairs, replacements and expenditures as are necessary and appropriate to maintain the Facility in a manner consistent with the operation of a high-quality nursing facility, and in substantial compliance with all applicable laws, statutes, rules and regulations, including, but not limited to, laws relating to the licensure and certification of nursing facilities in the State of Ohio and the life safety, zoning, health and fire codes applicable to the Facility.

Section 5.7 Insurance. Manager will recommend to County the purchase of and maintenance at all times during the Term, the insurance coverages for the Facility's and County's protection, including, but not limited to, business interruption, fire and extended coverage, public liability and malpractice insurance. Manager and such other parties designated by Manager who will have an interest in or relationship with the Facility, including Manager, will be named as additional insureds on all policies of insurance purchased and maintained by the Facility on or with respect to the operation of the Facility, and such policies will provide that the same will not be amended, modified or terminated except upon thirty (30) days' prior written notice to Manager and County. This section does not preclude Manager from procuring its own liability insurance coverage in addition to any County provided coverages.

Section 5.8 **Rates and Charges**. Manager will recommend to County efforts relating to establishing, charging, and collecting all charges, rates and fees charged to the residents of the Facility for services, subject to the requirements or restrictions imposed by applicable law, statutes, rules and regulations.

Section 5.9 **Use of Facility**.

(a) The Facility will be operated solely as a county home and for no other purpose without County's prior consent. Manager will not intentionally or knowingly do, or permit to be done, any act or thing which materially impairs the usefulness of the Facility, or any part thereof, or intentionally or knowingly commit or permit any act or omission in violation of any governmental or municipal law, regulation, rule or ordinance applicable to the Facility that impacts upon the operation of the Facility in a materially adverse manner.

(b) County and Manager acknowledge that the Facility, including the nursing home bed rights and the certification of such beds under Titles XVIII and XIX of the Act, was, and at all times during the Term of this Agreement is, the sole and absolute property of County.

Section 5.10 **Patient Trust Accounts**. Manager will assist County in administering and causing the establishment of patient trust accounts as required by applicable laws, statutes, rules and regulations.

Section 5.11 **Records; Billing and Payment of Accounts**. Manager will assist County in administering the maintenance of all resident records required for the billing of nursing and miscellaneous services and the control of resident ledgers to ensure the proper identification of all accounts. Manager will utilize its best efforts to collect the monthly billing for all services rendered to the Facility's residents.

Section 5.12 **Permits and Privileges**. Manager will exert its best efforts to ensure that no license, certification, permit, right, franchise or privilege in connection with the Facility is allowed to lapse, be endangered, or be revoked so long as the same will be necessary for the operation of the Facility. Manager will assist in procuring the extension and/or renewal of all such licenses, certifications, permits, rights, franchises or privileges during the Term. County will cooperate with Manager in connection with this Section 5.12.

Section 5.13 **Litigation**. County, with Manager's cooperation and assistance, will supervise at County's sole cost and expense, the defense against any and all third-party claims, actions and causes of action in operating, managing or owning a licensed nursing home which are not covered by the applicable insurance coverage of the Facility; provided, however, that Manager will not have the right to settle or compromise any such litigation without the prior consent of County.

Section 5.14 **Marketing**. Manager shall assist County in providing reasonable marketing efforts with respect to the Facility during the term of this Agreement.

ARTICLE VI
EXPENSES, FEES, & COSTS

Section 6.1 **Operating Expenses**. During the Term, all of the Facility's operating expenses including, but not limited to, the management fee due Manager, any debt or rental due for any owned or leased buildings, land, equipment, furniture or furnishings located at the Facility, and all of the day to day expenses associated with the Facility will be paid by and will remain the sole and exclusive obligation of County, except as otherwise specifically set forth in this Agreement.

Section 6.2 **Management Fee**. During the Term, County will pay to Manager a Management Fee ("Management Fee") equal to five percent (5%) of the "Gross Revenues" (as hereinafter defined) of the Facility. For purposes of this Agreement, "Gross Revenues" will mean all revenues from any source derived from operating the Facility during the term of this Agreement, excluding, however, non-re-occurring items of revenue, in each case determined in accordance with generally accepted accounting principles for each such period.

Section 6.3 **Incurred Costs**. In addition to the Management Fee, County shall pay Manager, as provided in Section 6.4, the following amounts incurred by Manager with respect to the Facility (the "Incurred Costs"), which shall be billed without markup:

(a) the salary, benefits, contract/staffing costs, and associated payroll taxes for the Facility's administrator, if Manager provides or arranges for such a licensed nursing home administrator for the Facility;

(b) any amounts advanced by Manager in the performance of its functions and duties under this Agreement that are substantiated by Manager through receipts, invoices, or other documentation reasonably evidencing the same; and

(c) any reasonable and necessary out-of-pocket expenses incurred by Manager in the management of the Facility that are substantiated by Manager through receipts, invoices, or other documentation reasonably evidencing the same.

Section 6.4 **Payment of Management Fee Incurred Costs**. On or before the fifteenth (15th) day of each month during the Term of this Agreement, County shall pay to Manager the Management Fee and Incurred Costs for the preceding month. In the event that this Agreement is terminated for any reason, management fees and Incurred Costs for the final month of the Agreement shall be due and payable by County to Manager and within five (5) calendar days after Manager complies with Section 3.3 of this Agreement. Any Management Fee or Incurred Costs not paid as provided herein shall bear interest at the rate of one and one-half percent (1 ½ %) per month, not to exceed the highest rate permitted by applicable law.

ARTICLE VII
TERMINATION OF AGREEMENT

Section 7.1 **Termination by County**. County may, upon written notice to Manager (after the expiration of any applicable grace period set forth below), terminate this Agreement upon the happening of any of the following:

(a) If Manager breaches any representation, warranty or covenant set forth in this Agreement or fails to perform any material duty or obligation to be performed by Manager pursuant to this Agreement, and Manager does not cure such breach or failure within thirty (30) days;

(b) In any event, upon thirty (30) days prior written notice.

Section 7.2 **Termination by Manager**. Manager may, upon written notice to County (after the expiration of any applicable grace period set forth below), terminate this Agreement upon the happening of any of the following:

(a) If County materially breaches any representation, warranty or covenant set forth in this Agreement or fails to perform any material duty or obligation to, be performed by County pursuant to this Agreement, and County does not cure such breach or failure within fifteen (15) days;

(b) In any event, upon thirty (30) days prior written notice.

Section 7.3 **Pro Rata Payment**. Manager will be entitled to a pro rata payment of the Management Fee in the event that any termination occurs during any month during the Term.

Section 7.4 **Remedies**. The termination of this Agreement by either County, Manager or both, pursuant to the terms and provisions of this Article VII, will not be construed to limit the rights of either party hereto with respect to any remedy available in law or in equity, including, without limitation, any liability with respect to any right to recover for a breach of this Agreement.

ARTICLE VIII
ASSIGNMENT OF DUTIES

Neither Party will have the right to assign this Agreement without the express written consent of the other Party. Any assignment or delegation purported to be made in violation of this Article VIII will be void and of no force or effect.

ARTICLE IX
NOTICES

Any notice or consent required to be given by any Party hereunder will be in writing, and will be delivered and deemed received: (i) upon receipt, if by personal delivery; (ii) the next business day if sent by a recognized overnight courier; or (iii) on the fifth (5th) business day after such notice is deposited in the United States mail system, if sent by certified mail, return receipt requested, addressed as follows or addressed to such other address as will be designated by either party to the other:

To County: Williams County Commissioners
One Courthouse Square
Bryan, OH 43506
Attention: Board President

with a copy to: Hillside Country Living
09876 Williams Co Rd 16
Bryan, OH 43506
Attention: Executive Director

To Manager: Vancrest Management Corp.
120 W. Main Street #200
Van Wert, OH 45891
Attention: President

ARTICLE X
NON-EXCLUSIVITY

Nothing in this Agreement will limit or restrict the right of Manager or any officer, manager, employee, agent, successor or assign of Manager, to engage in any other business or provision or to devote his/her time and attention in part to the management or other aspects of any other business or profession, whether of a similar nature or a dissimilar nature, nor limit or restrict the right of Manager to engage in any other business or to render the same, similar, or other services of any kind to any other corporation, firm, individual or association. Manager agrees that under no circumstance shall it discharge, transfer or relocate any resident, or divert any potential admission to an alternate facility, if not for reasons related to the request of the resident or their responsible party (in accordance with statutory resident rights), or if required to secure a level or type of care not available in the Facility.

ARTICLE XI
MANAGER'S ACQUISITION OF COMPETING FACILITIES

Manager and its affiliates shall have the right to acquire, own, operate, or manage any healthcare facility, including any nursing facility or similar provider, that may compete with Facility within the geographic boundaries of Williams County, Ohio (each, a "Competing Facility"). Manager shall provide County with written notice of any acquisition of a Competing Facility. If Manager or any of its affiliates acquires a Competing Facility, County shall have the right to terminate this Agreement with thirty (30) days' prior written notice to Manager pursuant to Article VII of this Agreement. Manager's acquisition of any Competing Facility shall not, in and of itself, constitute a breach of this Agreement.

ARTICLE XII
SUBCONTRACTING

During the Term, and continuing until the expiration of four (4) years after the furnishing of any services pursuant to this Agreement, and upon written request by the Secretary of Health and Human Services in compliance with 42 CFR Part 420, Subpart D, the Comptroller General, or a duly authorized representative, or such other party or parties as may be required by State or Federal law, Manager will provide access to this Agreement and to all books, documents and records which are necessary to verify the nature and extent of the costs of the services provided under this Agreement. Any subcontract or series of any subcontracts entered into by Manager or County with a related organization with significant ownership or significant common control, for the provision of any of the services under this Agreement, the cost or value of which is Ten Thousand Dollars ($10,000.00) or more in a twelve (12) month period, will provide that, during the term of such subcontract and continuing until the expiration of four (4) years after the furnishing of any services pursuant to such subcontract, upon written request by the Secretary of Health and Human Services in compliance with 42 CFR Part 420, Subpart D, the subcontractor will provide to the Secretary of Health and Human Services, the Comptroller General, or a duly authorized representative, or such other party or parties as may be required by State or Federal law, access to such subcontract and all books, documents and records necessary to verify the nature and extent of the costs of services provided under such subcontract.

ARTICLE XIII
INSPECTIONS

County will have the right to inspect the Facility and the records of Manager with respect thereto during normal business hours and upon reasonable prior written notice. Manager agrees to cooperate with County's exercise of such rights of inspection as provided in this Agreement.

ARTICLE XIV
CONFIDENTIALITY; HIPAA

Section 14.1 Confidentiality. Manager and County will not disclose to any person other than the members, shareholders, directors, owners, managers, officers, employees, agents, advisors or affiliates (collectively, the "Representatives") of the parties hereto or any government authorities, on a need-to-know basis, or as required under applicable law any confidential or proprietary information, knowledge or data concerning the business, affairs, operations, secrets, dealings or finances of the other Party furnished directly or indirectly by such other Party (collectively, the "Confidential Information"). As used in this Agreement, the term "Confidential Information" does not include any information which: (i) at the time of disclosure is generally available to and known by the public (other than as a result of a disclosure directly or indirectly by either Party or their representatives); (ii) was available to either Party on a non-confidential basis from a source other than a Party to this Agreement, provided that such source is not and was not bound by a confidentiality agreement with the party hereto; (iii) has been independently acquired or developed by either Party without violating any of the obligations hereunder; or (iv) such disclosure is required by law.

Section 14.2 Confidential Resident Medical Information. Manager may be granted access to medical records of Facility residents, and, to the extent that such access is granted to Manager, Manager therefore agrees to maintain the confidentiality of information contained in the medical records of Facility's residents in accordance with applicable laws and regulations, including but not limited to all applicable Health Insurance Portability and Accountability Act of 1996 ("HIPAA") privacy and security provisions.

ARTICLE XV
MISCELLANEOUS

Section 15.1 **Waiver**. Any waiver by any party of an act, failure to act or breach on the part of the other party will not constitute a waiver by such waiving party of any prior or subsequent act, failure to act, or breach by such other party unless such waiver is signed by the Party against whom such waiver is asserted.

Section 15.2 **Severability**. In the event any provision of this Agreement will be held to be invalid, illegal or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision hereof, and such invalid, illegal or unenforceable provision will be deemed enforceable to the fullest extent permitted by law.

Section 15.3 **Binding Effect**. This Agreement will inure to the benefit of, and will be binding upon, County and Manager and their respective successors and permitted assigns.

Section 15.4 **Governing Law**. This Agreement will be governed for all purposes by the laws of the State of Ohio.

Section 15.5 **Captions and Headings**. The captions and headings of this Agreement are for convenience of reference only and will not define or limit any of the terms or provisions hereof.

Section 15.6 **Consent**. Unless otherwise specifically stated in this Agreement, any consent, approval or determination of County or of Manager required to be obtained or made by Manager or by County hereunder will not be unreasonably withheld, conditioned or delayed.

Section 15.7 **Entire Agreement**. Except for the First Right Memorandum, this Agreement evidences the entire agreement of the parties hereto with respect to the subject matter hereof.

Section 15.8 **Counterpart Execution; Facsimile Execution**. This Agreement may be executed in any number of counterparts with the same effect as if the parties hereto had signed the same document. All counterparts will be construed together and will constitute one agreement. Signatures transmitted by facsimile or email (.pdf) will have the same effect as original signatures.

Section 15.9 **Amendments**. This Agreement may only be amended or modified by the mutual consent of the parties hereto, with any such amendment or modification to be invalid unless set forth in writing and signed by the Parties.

Section 15.10 **Negation of Partnership, Joint Venture and Agency**. Nothing contained in this Agreement will constitute or be construed to be or to create an employment arrangement or a partnership, joint venture or lease between Manager and County with respect to the Facility. The relationship of Manager to County under this Agreement is that of an independent contractor, and nothing contained herein will be construed to create any other relationship between Manager and County.

Section 15.11 **Remedies Cumulative**. The remedies of Manager and County hereunder will be cumulative, and no one of them will be construed as exclusive of any other or of any remedy provided by law or in equity. The exercise of any one such right or remedy by Manager or County will not impair its standing to exercise any other such right or remedy.

Section 15.12 **Construction**. Whenever in this Agreement a singular word is used, it will also include the plural wherever required by the context and vice versa. As used in this Agreement and when required by the context, each gender will include all genders; and unless the context otherwise requires, the word "person" will include individuals, corporations, firms, associations, partnerships and any other type of entity.

Section 15.13 **No Third Party Beneficiaries**. Nothing in this Agreement is intended by the parties to grant any rights, privileges, benefits, claims or causes of action to any parties other than the Parties hereto, and no provisions of this Agreement will inure to the benefit of any party who is not a Party hereto. Neither Party will assign or transfer any of its rights or obligations under this Agreement except in accordance with the terms and conditions of this Agreement, including, but not limited to, Article X hereof.

Section 15.14 **Interpretation**. The Parties to this Agreement have each negotiated the terms and conditions hereof and reviewed this Agreement carefully. It is the intent of both Parties that each word, phrase, sentence and other part hereof shall be given its plain meaning, and that rules of interpretation or construction of contracts that would construe any ambiguity of any part hereof against the draftsman, by virtue of being the draftsman, will not apply.

[no further text on page]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

MANAGER:
Vancrest Management Corp.

By: ____________________
Name: Mark White
Title: Pres.

OWNER:
County of Williams, Ohio

By: ____________________
Name: Scott Lirot
Title: Commissioner, President

By: ____________________
Name: Bartley E. Westfall
Title: Commissioner, VP

By: ____________________
Name: Terry N. Rummel
Title: Commissioner, Member

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.

____________________ 7/24/26
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.

____________________ 07/27/26
Vickie Grimm, Williams County Auditor Date

RESOLUTION 26-0397

COUNTY COMMISSIONERS' OFFICE
WILLIAMS COUNTY, BRYAN, OHIO
July 30, 2026

In the Matter of:
Approving an addenda

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 Rummel 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;

WHEREAS, on July 30, 2026 in open session the Board of Williams County Commissioners signed an extension of the closing date to: 08-30-2026; and;

BE IT RESOLVED, by the Board of Williams County Commissioners we do hereby approve moving the closing date to August 30, 2026. A copy of the 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 Westfall seconded the motion.

The vote upon adoption resulted as follows:

WILLIAMS COUNTY COMMISSIONERS

Mr. Scott A. Lirot, yes

Scott Lirot
President of the Board of Commissioners

Mr. Bartley E. Westfall, yes

Vice-Pres of the Board of Commissioners

Mr. Terry N. Rummel, yes

Terry Rummel
Member of the Board of Commissioners