Description	Williams County Commissioners' Regular Session #58	
Date	Tuesday, September 15, 2026	
Time	Speaker	Note
9:34:43 AM	SL	All right we will call the meeting to order and begin with the Pledge, please.
9:35:02 AM	Roll Call	TR: Here; BW: Present; SL: Here; Quorum is met.
9:35:12 AM	Resolution 476	Approving Minutes from Regular Session held on August 27, 2026; BW: Motion; TR: Second; Roll Call: TR: Yes; BW: Yes; SL: Yes; Motion Carried.
9:35:55 AM	Resolution 477	Approve Agenda as Presented; BW: Motion; TR: Second; Roll Call: TR: Yes; BW: Yes; SL: Yes; Motion Carried.
9:36:24 AM	Resolution 478	Approving Payment of Bills; BW: Motion; TR: Second; Roll Call: TR: Yes; BW: Yes; SL: Yes; Motion Carried.
9:36:58 AM	Resolution 479	Supplemental Appropriation(s) on behalf of Airport, Common Pleas Court, IT, Prosecutor and Recorder's Office; BW: Motion; TR: Second; Roll Call: TR: Yes; BW: Yes; SL: Yes; Motion Carried.
9:37:36 AM	Resolution 480	Contract Extension with K&P Medical Transport/ BW: Motion; TR: Second; Roll Call: TR: Yes; BW: Yes; SL: Yes; Motion Carried.
9:38:12 AM	Discussion	TR: I think a little discussion on that. This is one of those things where if Sarah Stubblefield could ever get that transportation network up and going, that $300,000 that goes to K & P could go with, internally into and help the senior centers and those types of things. But it's just such a, I've honestly tried to do it for 10 years and failed at it, so I'm not saying it's easy. You're working with her a little bit on that, aren't you Vond? VH: A little bit. BW: No easy solution. VH: I never got one up in Fulton. TR: And she's so swamped with everything else, day to day operations there. I don't know even what to say to help do that. (Side conversation between SL and AR). But it's a need. It's just the resources trying to pull it off. Yeah, Henry County's done it for years and does a good job and we tried to partner with them. And they were willing, we were willing and then it kind of blew up and it just, I don't know. But there's a bunch of money out there from the state of Ohio to be able to get one of those rolling if we could ever figure it out.
9:39:00 AM	Resolution 481	Accepting & Awarding Bid & Notice of Award and Notice to Proceed in regards to Project #5-2026 – Pavement Marking; BW: Motion; TR: Second; Roll Call: TR: Yes; BW: Yes; SL: Yes; Motion Carried.
9:39:33 AM	TR/VH/SL	So, I'm a little offended on this resolution that you actually had to put our names because you couldn't figure out where to put our, to sign that. And it was pretty confusing so thank you for putting our names on it. VH: With a sticker, sign here. (Laughter). TR: With our name on it with an arrow that says sign here. That one was pretty ugly on where to sign. SL: She might have noticed that you were checked out already. That's why you have all these "sign

		here's" you got down here and there's nothing here to sign on that one, right? AR: You signed it. SL: That was just the page marker.
9:40:29 AM	Chatter	SL: I know he's gonna be confused at the end on that one. TR: So now I'm just referred to as the guy at the end. (Laughter). TR: I'm not really even Terry anymore. (Laughter). SL: What's your name again?
9:40:42 AM	Resolution 482	Determine the Disposition of Unneeded, Obsolete or Unfit Personal Property on behalf of Williams County EMS, 2019 Chevrolet 4500 Chassis. SL: Is that the one we just replaced or is that the one that's sitting out back? TR: I don't know. They were trading the one in. Did it say how much on it? SL: Did they trade it in? TR: They traded one for like 3,500 bucks. SL: That's probably the one. TR: When they do a trade in, they really don't have to do a disposition. BW: Just do it to sell. Sell one on GovDeals. TR: Is this the one they're gonna actually sell? That is the one that I brought back that we had for parts, and they never used any parts off it. SL: It's got brand new tires on it. TR: (Inaudible) and stuff, so. I don't know to be honest. AR: Is there a motion? BW: Motion; TR: Second; Roll Call: TR: Yes; BW: Yes; SL: Yes; Motion Carried.
9:42:19 AM	Chatter	SL: Did you say they're selling this on GovDeals? BW: I thought that's, well it allows them to sell it, they have to sell it at public auction or some sort of format since it's a public asset. SL: They're gonna sell it at public auction or sealed bids, so they're not trading it in. BW: Correct. They're just disposing of it. SL: I think the trade in was like 500 bucks is what they were gonna give us for it. And the one had all the new tires on it. They'll probably still sell it for 500 bucks. TR: Maybe the airport can use it. SL: There you go, put a plow on it. Not really.
9:42:36 AM	Resolution 483	Entering into an Agreement and Notice to Proceed in regards to Project 3-2026 – Asphalt Paving. BW: Motion; TR: Second; Roll Call: TR: Yes; BW: Yes; SL: Yes; Motion Carried.
9:43:39 AM	Resolution 484	Wellness Program Awareness & Participation; BW: Motion. This is the same one we did last year. AR: Correct. BW: Just to extend it one more year. TR: Elected Officials? AR: Absolutely. BW: Yeah, we're all a part of that too. TR: Okay. Second; Roll Call: TR: Yes; BW: Yes; SL: Yes; Motion Carried.
9:44:33 AM	Chatter	VH: The AG had an opinion that says. TR: There is, okay. Because I thought we were excluded once. But you found it? VH: Yeah. TR: Good. BW: I collected mine last year. VH: It was a 2025 Ohio Ethics opinion. It (inaudible) as electeds can receive points, hotel points. They can go to an overnight accommodation and get credit and. TR: Really? VH: You can do that too. Because it's not deemed compensation.
9:45:07 AM	Resolution 485	Appointing a Member to the Williams County Airport Authority Board. Appointing Eric Sickel; BW: Motion; TR: Second; Roll Call: TR: Yes; BW: Yes; SL: Yes; Motion Carried.
9:46:15 AM	Resolution 486	Village of Pioneer Right of Permit 6 Month Extension; BW: Motion; TR: Second; Roll Call: TR: Yes; BW: Yes; SL: Yes; Motion Carried.

9:46:47 AM	BW	I would just like to make a comment to be on the record. We've had an email that came in and questioned whether we should do this or not, but we are under a court order. We really don't have a choice.
9:47:04 AM	SL	I see they just put a moratorium on it. Pioneer too.
9:47:09 AM	Also Signed	Dog Warden Weekly Report for August 17-23, August 24-30, August 31 – September 6 and Monthly Report for the month of August. Auditor's Financial Report as of August 31st. Treasurer's Monthly Inventor Report as of August 31st. The Williams County Treasury Management by Fund as of August 31st. Project 3-2026 Asphalt Paving Agreement between Owner and Contractor. Actually, that was with the resolution. You have emails that were sent out to you regarding the Pioneer Right-of-Way Permit and events to attend. You have the health insurance enrollment information letters to all employees and elected officials. Satisfaction of Mortgage from Maumee Valley which is an expired mortgage from the 2022 CHIP program. And then once you get caught up you have the swearing in of Eric Sickel.
9:48:38 AM	Discussion	Did you see all those animals that they took from one location? BW: (Inaudible) one location I just (inaudible). SL: I didn't see it on that report there, but they took like, a lot of large animals also. I offered a pasture for them if they needed an area. But they have to keep them on their own property. TR: They actually have a pretty nice, the Chamber group did a big fence project one time for them. And I went out and mowed it 4 or 5 years ago when they first got it opened up. And I don't know if they are using it, but it's a pretty decent fenced-in area. SL: That's the guy that didn't want us to extend the permit. BW: Yeah, I'm gonna stop and see him personally. I didn't want to call him yesterday, I (inaudible) when I leave here. SL: So, when are they gonna start that, it probably says it in here, when are they gonna start delivering mail to Kunkle again? BW: I thought it was supposed to start September 1st. If they had the mailboxes up. SL: Right. Well, they probably still have mailboxes up from when they used to get it, huh? BW: I think for the record we just want to state there's been 3 emails regarding the extension of the permit in Pioneer that we just acknowledge.
9:51:54 AM	SL/BW	This is a, this sounds like maybe it's a Schmucker thing (Letter). Matthew Schmucker who is looking to, I think they're the ones that are told they have to go CAFO because they had so many violations. So now they're submitting to be a CAFO. I assume that's what this is all about. So, I'm surprised with as many, they had over 70 violations in Williams County over the last couple years. And I don't how they can keep operating under the way they do. This is just to acknowledge that we've seen the letter, right? We're not approving anything there. BW: This is all on County Road 1? SL: Yeah, by K and 1. That's for all their huge operation and their feed, they mix all the food. BW: I've been there a couple times. At least drove by it. SL: I was, I took a tour of it a while back.

9:53:18 AM	Oath	SL: Ready? Does have to raise his arm or anything and swear all this in? AR: Raise his right hand. Eric: Raise my right hand, I'll go back over here. SL: I, Eric Sickel. Eric: I, Eric Sickel. SL: Do hereby soundly swear or affirm that in my position as a member of the Board of Williams County Regional Airport Authority. Eric: Do solemnly swear or affirm that in my position as a member of the Board of Williams County Regional Airport Authority. SL: I will uphold the Constitution the laws of the United States and the State of Ohio to the best of my ability. Eric: I will uphold the Constitution the laws of the United States and the State of Ohio to the best of my ability. SL: And I will work toward and continue to pursue what is in the best interests of the citizens of Williams County, Ohio. Eric: And I will work toward and continue to pursue what is in the best interests of the citizens of Williams County, Ohio. SL: Oath administered this 15th day of September 2026 by Commissioner Scott Lirot, President of the Board of Williams County Commissioners. SL: Thank you for accepting. DN: Why don't you step aside. She can get a better picture. SL: Appreciate you helping us out. Eric: It's an honor. Thank you, Bart. TR: Make sure you get my picture on this. (Laughter). Do the handshake again Scott. We'll get out of the picture. AR: So, you guys both need to sign. SL: Thanks for coming in. BW: Five years is a long time, just letting you know that, but thank you. Eric: If I can stay alive (Laughter).
9:55:09 AM	RECESS	SL: We stand in Recess.
10:02:11 AM	SL	All right we are back in session. And we have, where are we at here?
10:02:24 AM	AR	Tam. Tam Stage is her name.
10:02:25 AM	SL	Tam? We have Tam, oh, there it is. Tam Stage with us from Soil & Water. What do you have for us, Tam?
10:02:27 AM	Tam	Well, you expressed interest about replacing some of the turf grass at the Hillside residence with potential native plantings like a (inaudible) mix, something like that. And so, I understand that it was, it's kind of a cost prohibitive exercise to do a complete like burn down that we would actually want to do ideally. I happened to talk to one of the other members about it, of the Soil & Water Conservation District Board. And he is also a member of Pheasants Forever. And so, he recommended we go to Pheasants Forever and ask if they can help do something. And so, what they are willing to do is there's a couple of, I forgot the map, I thought I double checked everything and I forgot the map. So, on the Hillside, if you look at it from the satellite imagery, there are two sections that are just slightly less than 4 acres that are being, that are turf grass. And so, Pheasants Forever is willing to pay up to $1,800 to have one of those portions turned into a native grass planting. And so, that $1,800 would include the seed. And the Pheasants Forever biologist he has come up with a seed mix that he believes would be really suitable for this site. And also, the herbicide. If there is any equipment that you don't have that Pheasants Forever does have, they would loan you that equipment. It would likely be, unless it's their equipment they're using, it would be your staff doing the actual work.

		The spraying. And if it's tractors that belong to the county or anything then it would be county staff driving it, so that would be on your end to do. But other than that, the Williams County Pheasants Forever chapter is willing to partner. The one thing they do ask is, I guess, a little bit of skin in the game so to say on your end, is that they, they be allowed to put up signage that publicizes this is from the Williams Pheasants Forever. And, I don't know if you have seen them around in some of the other counties, but they're nice orange signs with the Pheasants. And then also make sure that there is maintenance that occurs afterwards to maintain it as a, the appropriate maintenance you would need for something like that. And even with the maintenance, once it's established, you will still have less effort and labor going into those four acres than you do mowing them now.
10:05:19 AM	TR/Tam	What is the process to do it? You've got to, do you still burn it down? Round up everything, kill everything. Tam: Yeah.
10:05:28 AM	TR	I would assume you would use their no till drill to drill it in then. You wouldn't work the ground though. You'd probably just burn it and.
10:05:35 AM	Tam	Yeah, and I have always recommended at least two what we call disturbances. And so that would be either two herbicide applications. Sometimes when we do a tillage it would be an herbicide application, a till, and then another herbicide application. The only time I recommend doing a tilling is to intentionally cause a weed sprout, and that's just to spend your weed seeds that are in the soil. And then you do another herbicide treatment afterwards. And so that way you are just dealing with the seed bank that is there and hopefully it gets rid of all of the possible annuals that come up. Those are the most likely to come up are some weed annuals. So, but I never recommend doing an herbicide, herbicide, till. That's a bad idea.
10:06:20 AM	TR	And what would be the next process for maintenance? Spray then again? They would recommend spray?
10:06:26 AM	Tam/TR	We would spray twice. Or probably three times. TR: A year.
10:06:31 AM	Tam	Oh, just for the, just for the prep.
10:06:34 AM	TR	The prep. But what about maintenance yearly after that?
10:06:36 AM	Tam/TR	The first year, the whole thing, the first two growing seasons, the whole thing will be mowed. And depending on what the weeds look like it only needs to be mowed once. And it will be a, it won't be like a lawnmower. It will be more like an ag mower. TR: Brush hog it.
10:06:52 AM	Tam	Yeah, because we want to keep it at like that good 8 inches at the shortest. And then after that, you're gonna let it grow just a couple of years. You're gonna keep watch on what comes up and make sure it's what we seeded. Keep watch for any potential weeds. And that is why we mow the first two years is because any seed bank that's in there, that's the most likely what's gonna come up. So, when we are mowing, we are mowing off those weeds that will come up. After

		that, we'll have some kind of disturbance on like half of it every two to three years. And then the other maintenance that comes up is just at a twice a year in the spring and in the fall is a weed and basis species check. And so that would for like a lot of the woody shrubs that are invasive are going to try to come in. Your teasel, your Canada thistle. And that's something in the spring when the rosettes start to grow up you go out and you spray the rosettes. You check for woody stuff. In the fall any rosettes that might have come up over the growing season you go out and you spray those again. So, it's a spot.
10:07:53 AM	TR	Kind of with a round up, a pump sprayer, basically or some type of a brush. (Inaudible) a round up. You just kill what you see.
10:08:01 AM	Tam	Yeah, exactly. And I did bring, because I visited out there before, and I brought a more, sort of formal schedule that I wanted to offer after what I saw out there because you're, so even the places that aren't being mowed you still have to do that same sort of same weed maintenance for the worst of the invasives. So, for the autumn olive and the barberry and the brush honeysuckle, your teasel, your thistle. That's gonna grow up in the non-mowed areas (inaudible) the non-mowed. Those can easily become just a teasel stand, so you still have to do that twice a year maintenance even on the non-mowed areas that aren't transferred. So, it will be the same, very similar overlapping maintenance to what needs to be done out there anyway.
10:08:48 AM	BW/SL	These are not the non-mowed areas that we're talking about putting the seeding in? SL: It is the non-mowed area. I think it is east of the driveway.
10:09:00 AM	TR/SL/BW	That is half of it. We have 4 acres that we're not mowing and you think. SL: We have 8 acres. BW: So, you're looking at the east side of the driveway.
10:09:06 AM	Tam	Yeah, so the one section is the east side because that is slightly under 4 acres. The other section I was looking at was up around the pond. If you take the pond itself it is about 8 acres. And we liked that idea because you could just mow trails in there. And you have a nice like prairie that the residents could walk around in. It might also absorb whatever has been going into the pond that is causing the duck weed that I noticed. That it might absorb some of the nutrients, so you don't have as much duck weed there in your pond. And also, the accessibility and the view of it. So, we liked that as an option if that was what, but obviously it is whatever you prefer. The one section that's east of the driveway the only concern I have is there is some sort of hydrology going on. It looks like there is a natural waterway. And you can see it in the satellite imagery but seems like it hasn't been a problem when you're mowing it, you just mow across it and it's not an issue.
10:10:03 AM	TR	It just flows water. It's just a natural drain, I think. I've seen it too. It's just like a swale through there.
10:10:09 AM	Tam	So that was something we were looking at if we need to plant that section slightly differently, like with maybe some hydrophilic plants than our standard

		prairie mix or if it's just like that's where the natural run is and it's kind of seasonal.
10:10:25 AM	SL/TR	It doesn't hold water. TR: It doesn't hold water. SL: So, you guys weren't even looking at the big yard out front, right?
10:10:31 AM	Tam	That, the expense wise for them, that's why capping it at 4 acres is what Pheasants Forever felt comfortable for paying was, that we had these conveniently like, here's 4 acres and here's 4 acres. And, at least at a starting point that was a much more feasible, palatable option.
10:10:47 AM	SL	I am not sure I was ready to go on and plant stuff this tall in that area anyway. I think east of the driveway wouldn't bother me.
10:10:55 AM	BW	This is a good trial. Now, my question would be this. So, we plant this and we go to this extent, year two we decide we're putting it back to lawn. Are we going to owe some recapture costs to Pheasants Forever and Soil & Water or?
10:11:09 AM	Tam	It would be to Pheasants Forever, yeah.
10:11:14 AM	SL	So, is this like a 3-year program before you wouldn't have to pay anything? If somebody, because somebody else might come in in these 3 seats.
10:11:23 AM	BW	And decide they want to put it back to yard.
10:11:24 AM	SL	Yeah, they might say we've gotta mow all that. But if we have a contract that says we have to do this for 3 years or 5 years.
10:11:34 AM	Tam/BW	That timeline date didn't come up as one of the questions when I was at the Pheasants Forever meeting about it when I proposed the grant to them. But that is a condition, that is basically what they were concerned about, even if it wasn't put in those exact terms. Was that they don't want to invest all of this money and all of this effort and all of this time only for it to turn around and be turned back into turf. BW: Sure. We get that.
10:11:57 AM	Tam/BW	So, yeah, I think before it would go forward they would expect some kind of contract that would establish. BW: Timeline on it.
10:12:05 AM	SL/BW	I would be good with that. BW: And then Soil and Water would do the monitoring and do the additional saying you need to do this at this time?
10:12:16 AM	Tam	Yeah, and I already brought, this is what I was gonna offer sort of for the management of what you have currently anyway. Even if you don't transfer it is that the, that's the best way to deal with what you have if you decide not to mow it. I put a list of the highest priority species. Most of them won't show up, but there is a risk of them showing up so that's why I included it. Some of the others do recognize that the teasel and the thistle and the woody shrubs as those are things you are going to want to get rid of anyway. The lower priority ones those are ones that are, I don't care if they're in the non-mowed lawn areas, but we don't want them in the, if we do a prairie establishment, we don't want them in the planted areas. Because they take up (inaudible) space.
10:13:06 AM	BW	So, you eradicate them so they don't get into that area.

10:13:07 AM	SL	And you guys are always there to help us and say hey.
10:13:11 AM	Tam	Yep. And that was one of the things that I wanted to make sure you knew is that since I'm, I'm not paid to, since I'm part of the county is that I would be an on-call resource if you have any questions or if you want me to check something out. If you want me to come out and check it every year, you know, twice a year and say this needs done, this needs done.
10:13:29 AM	SL/Tam	That is where I am leaning. Tam: I would be willing and able to do that, yeah.
10:13:41 AM	TR	See, for me I'd just spray it with 2-4-D and go. I just think it would be quick and easy to blow through that with 2-4-D and not spend any money, their 1,800 and anything until we get our crap together and decide, but 2-4-D would keep most of this stuff at bay I would think. Or I need your help.
10:13:52 AM	Tam/TR	Well, the 2-4-D would kind of kill. BW: It would kill everything? Tam: Yeah. BW: (Inaudible) round up. TR: No, 2-4-D won't kill grass.
10:14:04 AM	Tam	So then, but a part of what you want is better wildlife habitat like for birds, to bring in butterflies and that kind of thing. And you actually have good plants out there. You have volunteer yarrow which is a very good pollinator plant. You have some volunteer milkweed coming up.
10:14:22 AM	TR	And 2-4-D would kill that? Okay, that's back to where I don't know that stuff. We need your expertise on don't spray it with 2-4-D dummy.
10:14:30 AM	Tam	Yeah. So that's why I'm all about spot spray the teasel and the thistle so like.
10:14:35 AM	TR	Literally walk through with a pump sprayer and pump it and spray what you don't like.
10:14:37 AM	BW	You'd treat both areas that way before you'd start on the other, is that what you're saying? To make sure you've got them so they didn't cross pollinate over to the?
10:14:42 AM	Tam	Yeah, and some of those like the yellow clover, the sweet clover, the talk, it is just a matter of it shows up in the prairie area you just yank it out by the root and then you go, you know, yank it out and throw it away. You don't even need to spray it. So, there's, some of the stuff it can show up in the non-mowed grassy areas, and I don't care if it's there. It's just like once I go out into the prairie, I keep an eye out for it and be like okay, I'll yank out this as I go along. They're not difficult to control. But they are, it is one of those things like they can be weedy and annoying in agricultural situations, but when you are just sort of giving up on the lawn and they pop up there, they're not really causing any problems in that spot. And some of them actually do attract some of the pollinators that you are looking for like butterflies and the other important pollinators.
10:15:44 AM	BW	I would say in my opinion we would start with this weed treatment now and then next spring is when you look at the aspect with the Pheasants Forever or would (inaudible) this fall.

10:15:55 AM	Tam	We would do the first one or two herbicide sprays this fall and get the lawn, get two sprays in before the first frost and then leave it for the winter and do one more spray in the spring. And then let that kill off whatever might come up and then we would do the seed drill.
10:16:13 AM	SL	So, are you going to manage this all for us or is this something we have to try to figure out? Are you just gonna tell us what to do and we have to find people to do it?
10:16:20 AM	Tam/BW	I will be partnering with you so if you don't have anybody on staff to do this, I can talk to Pheasants Forever about them doing their time. SL: We don't. Tam: Okay, I don't know if you have anybody in Williams County that has whatever you need to do a backpack sprayer or if you, or if that's a resource you need. BW: I think we have those in the engineering department.
10:16:44 AM	AR	The engineer I'm not so sure Gene's not certified.
10:16:51 AM	BW	The engineering department could do that. Work with us on that. We'd have to ask them if they can take (inaudible) and do it, but that would be a resource for the half day it's gonna take to do it.
10:17:01 AM	Tam	Yeah, it really doesn't take long. And then if you do miss one, there's a stalk that comes up and you just come through like June or July is when they start to flower. So, if a stalk comes up you just cut the flower heads off. And then, so it's like 2 or 3 times you come out and cut the flower heads off and then just let the thing die. You just don't want it to go to seed.
10:17:21 AM	BW	Okay, our question is who is going to do that because that can be a lot, so do we have to find somebody or are you willing to do that as part of our partnership, or?
10:17:26 AM	Tam	Preferably it's something that whoever was mowing the lawn before would be doing, would be doing that part because you just don't, you don't need any special training, you don't need a permit to go out with some good shears and cut off teasel rosettes. But if you absolutely don't have someone.
10:17:41 AM	SL	Well, if you are going to partner with us and you're gonna tell us what we need to do, I think we can find somebody to get it done. We know a lot of farmers in the area.
10:17:55 AM	BW	I'm pretty sure the Pheasants Forever have a no till drill too. SL: They do.
10:17:58 AM	BW	Okay. Getting a tractor running (inaudible) I'm sure we can find somebody to do that if we don't have something in the county.
10:18:03 AM	SL/BW	Great I think it sounds like a good plan. BW: So, what do you need from us to go ahead, or do you need a? SL: Are you going to work on a contract for us and come back? BW: With Pheasants Forever.
10:18:15 AM	Tam	Yeah. So, I will go back to Pheasants Forever and let them know that you are willing, willing to take the next step and then I will talk to them about what they want a contract to look like, if they want a like 10 years, 20 years like we

		would with a CRP agreement that this is definitely going to maintain. If, you know, if (inaudible) over, and then we'll work on a good, and then we'll work on an actual plan. It looks a lot like, probably the plan will look a lot like what you would get from an RCS if you are doing a CRP with like the schedule and what we're planning on doing and the seed mix and that kind of thing. Oh, and we need to know which parcel you would prefer, the one next to the driveway or the one up by the pond. You don't have to decide that now, but if that's something you guys want to talk over, you know.
10:19:05 AM	SL	Sure. We can take a drive out there and look at it and see what we're thinking.
10:19:10 AM	TR	I would just think that, in your like 1 to 5, and it's 1,800 bucks that we're risking, right? So, we would write a check back to Pheasants Forever for 1,800 in your 1 to 5. Five to 6 it would be we write a check back for, or the county would for 1,200 and year 10 would be, you know, just try to make (inaudible – several talking). Where it's just kind of pro-rated out. (Inaudible) 1,800 bucks. Because I can envision something changing out there and somebody wanting to do something, build a house out there or something, right? We just don't know. But if you're only risking 1,800, I mean we could write a check for 1,800, although we don't, it's tough right now because they're broke.
10:19:48 AM	SL	Well, thank you. If you bring that back to us and we can make a motion on it and have, the contract has to be looked at by our prosecutor and what not, so.
10:19:58 AM	Tam/SL	I also brought, the rest of this folder is just, before I go, this is a lot of, it looks like a lot and that it can be overwhelming what I put in here, but this is basically like for a reference. If you see something you don't recognize and you don't know if it's good or not, you can check these forms against the ID and if it's any of these, kill it, and if it's not, you can leave it alone. You don't even have to know what it is for certain, you just have to make sure it's not one of these and you can leave it. SL: So those are like invasive weeds or noxious weeds?
10:20:30 AM	Tam	Yeah, this happens to be from the Oak Openings region and they just have, out of all of the invasive fact sheets I've seen they have the best because they have good pictures about the ID, they have treatment options on the back as well as the timing. They have the natural history component to it. Their decision on eradicate is based on, it's slightly outdated, this is how bad, how much you should prioritize. So, they have an eradicate monitor. Some things are okay if you just cut it back as it grows, just keep cutting it back. But some things like autumn olive and the honeysuckle you have to get rid of them. And it's also based on more of their area. So, reed canary grass is an eradicate for our area. It's a target for them but for us it's an eradicate, so if that comes in. And that's what I'm worried about is that waterway. Is that if it's going to grow anywhere it's going to grow in that waterway and that will be the toehold and then it will expand and take over everything else. So, that's why you've got to keep an eye out for it. So, yeah.
10:21:44 AM	SL/BW	Are those all (inaudible) then? BW: (Inaudible) weeds.

10:21:48 AM	Tam	Oh, those are all the different weeds.
10:22:02 AM	SL	All different weeds? Tam: So, this is to go to Hillside. I don't know if you guys are gonna, since you guys are going to go over there I can leave this with you and you can take it over. Or I was gonna drop it off. SL: I think if you leave it here it will be fine.
10:22:05 AM	Tam	And you're approaching a good time of year to do this stuff because we're at the point where once things start to frost and start cool, for the teasel and the thistle what they're gonna start doing is, all of the rosettes that didn't flower this year that grew this first year they're gonna start sending energy to the roots so now is the best time to spray them because then you'll get a good root kill and they won't come up next spring.
10:22:22 AM	SL/Tam	Teasel's not good for anything? Tam: Nope.
10:22:29 AM	SL	I don't like them either, just for the record, okay Terry.
10:22:33 AM	TR	Wow, a tree hugger don't like teasels. I didn't realize that. (Laughter).
10:22:37 AM	SL	I didn't think I did, but there's a lot of finches out in my pasture. The deer love walking through there because they hide too.
10:22:41 AM	Tam	They do hide in there and so that's the thing is that part of the reason they are using it because what they would rather use isn't there. So, like the native thistles we don't have as many of those and some of the other, like native sunflower seeds are actually also good for finches, they really like that. So, raising some native sunflowers is a good thing to do for this time of year when the, because the goldfinches they nest late. They actually next in August when the other songbirds are done, that's when the goldfinch start. So, that's why you see them gathering a lot more this time of year. Yeah, but basically, they come in, they create monoculture. Nothing else grows there, and actually some of our bigger bees, and they do, are a nectar-producing plant, so it does attract some of our pollinators. What happens is like bumblebees and stuff just end up impaling themselves on the spine trying to get to the flowers. So, where they're from in England and Europe, they have insects that are compatible with them, and they sort of adapted to each other. And so those insects are the right size and shape to get in there and pollinate and do their thing, but the ones here in North America just end up.
10:23:59 AM	SL/Tam	Dead. Tam: Yeah. So, that's why it's at, and then so, and then they just smother everything else, so yeah.
10:24:09 AM	SL/Tam/BW	Good. All right. Thanks for coming in. Tam: You're welcome. SL: We will see you soon. SL: Anything else? BW: I thought there was something else, but no.
10:24:29 AM	TR	I was gonna just recap Hillside's finances that we went over this morning with, our first month into Vancrest, that we went and seen this morning. You know, they're down, the paper shows 22,000 and we know we missed about 40,000 worth of expenses this month because of the lap-over of the Vancrest contract. But, really, they're down about 60,000 a month in the nursing home, but the

		Heights and the Village made about 26,000 combined. So, overall, I think we're on the right track. We're seeing a movement in a positive direction. We also should acknowledge that October is a 3-payroll month and it's gonna be very, very ugly so we know that they're probably gonna be down that 150,000, maybe a little bit better than that. But I do see some light at the end of the tunnel. And then we do know January that reimbursement goes up by, what did she say this morning?
10:25:21 AM	SL	$44.
10:25:23 AM	TR	$44, so when we see January 1, we're still seeing some, with the reduction in payroll costs and with that. So, I think we are on the right track there just to keep on, boy the stress level that those people are under you know, just trying to right that ship is, you can just see it in Heather's face and Natosha's and I just wanted to shout out to them on that, they're burning, they're working really hard to get this done. And everybody out there. I mean, we've created more money, but we've definitely asked them to do more now. And appreciate them.
10:25:52 AM	SL	Yeah, and that $44 is $44 a day times 30 beds, 33 beds.
10:25:58 AM	TR	Right.
10:26:00 AM	SL	So, that gets to be quite a number, so we're getting to where we need to be.
10:26:02 AM	TR	And well when we start.
10:26:04 AM	SL	And we just went up another what, another $19 for other things that happened? Because we were at 209 and now we're at 219, so we went up another 10 bucks.
10:26:10 AM	TR	$10. Yeah, we just recently got that.
10:26:13 AM	SL	And then there's another potential to get another 2% after?
10:26:21 AM	TR	March, April? SL: I was gonna say June, something like that. TR: Next year.
10:26:22 AM	SL	So, it is on a path right now that is for sure, so, something we definitely need to keep our eye on.
10:26:28 AM	TR	Steady as she goes. That's all I've got.
10:26:34 AM	ADJOURNED	SL: If there's nothing else then we will stand adjourned. See you at the fairgrounds.

WILLIAMS COUNTY COMMISSIONERS

APPROVED: Scott Lirot

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

ATTEST:

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

RESOLUTION 26-0476

COUNTY COMMISSIONERS' OFFICE
WILLIAMS COUNTY, BRYAN, OHIO
September 15, 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 August 27, 2026; and

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

Commissioner Rummel seconded the motion.

The vote upon adoption resulted as follows:

Mr. Scott A. Lirot, Yes

Mr. Bartley E. Westfall, Yes

Mr. Terry N. Rummel, Yes

WILLIAMS COUNTY COMMISSIONERS

Scott Lirot
President of the Board of Commissioners

Vice-Pres of the Board of Commissioners

Terry Rummel
Member of the Board of Commissioners

VOL 166 PAGE 557

RESOLUTION 26-0477

COUNTY COMMISSIONERS' OFFICE
WILLIAMS COUNTY, BRYAN, OHIO
September 15, 2026

In the Matter of:
Approve Agenda as Amended or Presented

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

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

Commissioner Westfall moved adoption of the following resolution:

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

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

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

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

Commissioner Rummel seconded the motion.

The vote upon adoption resulted as follows:

Mr. Scott A. Lirot, yes

Mr. Bartley E. Westfall, yes

Mr. Terry N. Rummel, yes

WILLIAMS COUNTY COMMISSIONERS

Scott Lirot
President of the Board of Commissioners

Vice-Pres of the Board of Commissioners

Terry Rummel
Member of the Board of Commissioners

RESOLUTION 26-0478

COUNTY COMMISSIONERS' OFFICE
WILLIAMS COUNTY, BRYAN, OHIO
September 15, 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 Commissioners

Vice-Pres of the Board of Commissioners

Terry Rummel
Member of the Board of Commissioners

RESOLUTION 26-0479

COUNTY COMMISSIONERS' OFFICE
WILLIAMS COUNTY, BRYAN, OHIO
September 15, 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:	9047-90-110-509000	Air Other Expense	$29.95
To:	9047-90-110-506100	Air Dues-Subscriptions-Membership-Lic	$29.95

Reason: MetaLink – Domain registration renewal – williamscountyairport.com

Department: Williams County Common Pleas Court

From:	1001-41-170-502300	Workers' Comp	$1,977.60
To:	1001-41-170-506100	Dues/Subs/Memberships/License	$1,977.60

Reason: Account transfer – Shortfall for monthly Catalis CMS SaaS subscription

From:	1001-41-100-523000	Workers Comp	$260.00
To:	1001-41-100-506000	Contract Services	$260.00

Reason: Account transfer – Shortfall for monthly copy machine contract

From:	2035-41-100-503300	Prob Svc - Non-Cap Equipment	$2,000.00
From:	2035-41-100-502700	Prob Svc – Travel/Lodging/Meals	$ 500.00
From:	2035	Prob Svc – Unappropriated	$ 300.00
To:	2035-41-100-506000	Prob Svc – Contract Services	$2,800.00

Reason: Account transfer and re-appropriation – Budget shortfall for annual OCSS Contract

Department: Williams County IT Department

From:	1001-40-470-502300	IT BWC	$4,190.36
To:	1001-40-470-506645	IT Internet Reoccurring Charges	$ 546.36
To:	1001-40-470-506100	IT Dues Subscriptions Memberships	$3,644.00

Reason: Transfer to cover annual balance of monthly fiber charges to BMU and VEEAM Annual license renewal

Department: Williams County Prosecutor's Office

From:	2010-40-350-506015	Advertising	$30.00
To:	2010-40-350-502200	OPERS	$30.00

Reason: To cover PERS

Department: Williams County Recorder's Office

From:	1001	Unappropriated	$2,195.00
To:	1001-40-360-506000	Contract Services	$2,195.00

Reason: ORC 317.32(A)(3) surcharge to be used for digitization & preservation – amount collected for August

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

RESOLUTION 26-0480

COUNTY COMMISSIONERS' OFFICE
WILLIAMS COUNTY, BRYAN, OHIO
September 15, 2026

In the Matter of:
Contract Extension

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 17, 2025, Resolution 25-0280 was passed entering into a Contract Agreement between Williams County Department of Job & Family Services and K & P Medical Transport at a cost not to exceed $450,000; term of July 1, 2025 through June 30, 2026; and;

WHEREAS, on September 9, 2026, Williams County Job & Family Services submitted a Contract Extension to the Agreement between Williams County Department of Job & Family Services and K & P Medical Transport with the following changes: reduce total contract from $450,000 to $350,000 and extend said contract agreement of services from July 1, 2026 and will end on June 30, 2027; therefore;

BE IT RESOLVED, by the Board of Williams County Commissioners we do hereby approve the above modifications 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:

WILLIAMS COUNTY COMMISSIONERS

Mr. Scott A. Lirot, Yes

President of the Board of Commissioners

Mr. Bartley E. Westfall, Yes

Vice-Pres of the Board of Commissioners

Mr. Terry N. Rummel, Yes

Member of the Board of Commissioners

CONTRACT EXTENSION BETWEEN WILLIAMS COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND K & P MEDICAL TRANSPORT

The Contract Agreement, by and between the Williams County Department of Job & Family Services, hereinafter referred to as WCDJFS, whose address is 117 W. Butler St., Bryan, OH and K & P Medical Transport whose address is 24862 Elliott Road, Defiance, OH 43512 hereinafter referred to as the Contractor, is hereby amended as follows;

Article 3 – Billing and Payment

As stated in Article 3 of the Contract Agreement, WCDJFS wishes to reduce the total contract from $450,000 to $350,000. Future amendments can be entered into if the need arises.

Article 6 – Extension of Contract

As stated in Article 6 of the Contract Agreement, WCDJFS is exercising its option to extend said contract agreement without soliciting additional competitive procuring of services. This extension is based on the performance of the contractor and the availability of funds. The extended agreement of services will begin on July 1, 2026, and end on June 30, 2027.

Refer to Resolution 25-0280 – The other terms and conditions of this contract not amended hereby shall remain in full force and effect.

For and in consideration of the agreement set forth herein, Williams County Department of Job & Family Services and K & P Medical Transport hereby enter into this Extension Agreement as of the 3rd day of September 2026.

Christie Roan, Director — Date: 9/3/2026

Scott Lirot- Commissioner President — Date: 9/15/26

Aaron G. Keller
Aaron G. Keller- K & P Medical Transport — Date: 9-3-2026

9/15/26
Comm VP, Bartley E. Westfall - Date

9/15/26
Comm Member, Terry N. Rummel - Date

SIGNATURE PAGE

WILLIAMS COUNTY COMMISSIONERS – APPROVAL
Date:__________________

See Attached
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. Bros — 09/09/2024
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 Grimm - P.H. — 09/09/26
Vickie Grimm, Williams County Auditor — Date

RESOLUTION 26-0481

COUNTY COMMISSIONERS' OFFICE
WILLIAMS COUNTY, BRYAN, OHIO
September 15, 2026

In the Matter of
Accepting & Awarding Bid & Notice to Proceed
Project #5-2026

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 following companies submitted bids on September 3, 2026 that was received for Project #5-2026 – Williams County Pavement Marking Program: Oglesby Construction and Griffin Pavement;

WHEREAS, on September 9, 2026, Todd Roth, Williams County Engineer submitted his letter of recommendation to award the bid to Oglesby Construction, Inc., along with the Notice of Award and Notice to Proceed with a substantial completion date of: October 31, 2026; therefore

BE IT RESOLVED by the Board of Williams County Commissioners that we do hereby support the above recommendation to accept and award the bid to Oglesby Construction, Inc. and sign the Notice of Award and Notice to Proceed;

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

Member of the Board of Commissioners

VOL 166 PAGE 565

ITEM 00410
Notice of Award

TO: Oglesby Construction Inc. **DATED 9-9-2026**

ADDRESS: 305 Woodlawn Avenue

CONTRACT FOR 2026 PAVEMENT MARKING, PROJECT #5-2026

You are notified that your Bid dated 9-3-2026, for the above Contract has been considered. You are the apparent Successful Bidder and have been awarded a contract for various paving for Williams County Engineer. (Indicate total Work, alternates or sections or Work awarded)

The Contract Price of your contract is **$ 93,667.50**

3 copies of each of the proposed Contract Documents (except Drawings) accompany this Notice of Award.

3 sets of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within fifteen days of the date of this Notice, or by the

____________ day of ____________, 2026, whichever is later.

1. You must deliver to the OWNER 3 fully executed counterparts of the Agreement including all the Contract Documents. This includes the triplicate sets of Drawings. Each of the Contract Documents must bear your signature on every page.
2. You must deliver with the executed Agreement the Contract Security (Bonds) as specified in the Instructions to Bidders
3. (List other conditions precedents).
   ~~Current Certificate of Liability Insurance~~
   ~~Certificate of Worker's Compensation Coverage~~
   ~~IRS Form W-9 Taxpayer ID Number Certification~~

Failure to comply with these conditions within the time specified will entitle OWNER to consider your bid in default, to annul this Notice of Award and to declare your Bid Security forfeited.

Within ten days after you comply with the above conditions, OWNER will return to you one fully signed counterpart of the Agreement with the Contract Documents attached.

ACCEPTANCE OF AWARD

Williams County Commissioners **(OWNER)**	**(CONTRACTOR)**
Scott Lewis **President**	**(AUTHORIZED SIGNATURE)**
Vice-President	**(TITLE)**
Terry R **Member**	

END OF ITEM

VOL 166 PAGE 566

ITEM 00420
Notice To Proceed

TO: Oglesby Construction Inc. **Dated 9-9-2026**

PROJECT NAME: 2026 PAVEMENT MARKING, PROJECT #5-2026

You are notified that the Contract Times under the above contract will commence to run on Date of "Notice to Proceed". By that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 3 of the Agreement the Completion Date for County Work is: **October 31 , 2026**

Before you may start any Work at the site, you and Owner must each deliver to the other (with copies to ENGINEER and other identified additional insureds) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

Also, before you may start any Work at the site, you must
(Add other requirements)

Attend Pre- Construction Meeting with Engineer.

_TBD Springfield Township Chip and Seal is not Completed at this date..

ACCEPTANCE OF AWARD

Williams County Commissioners **(OWNER)**	**(CONTRACTOR)**
Scott Lew **President**	**(AUTHORIZED SIGNATURE)**
Vice-President	**(TITLE)**
Terry R **Member**	

END OF ITEM

RESOLUTION 26-0482

COUNTY COMMISSIONERS' OFFICE
WILLIAMS COUNTY, BRYAN, OHIO
September 15, 2026

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

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

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

Commissioner Westfall moved adoption of the following resolution:

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

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

(a) In the print or digital edition of a newspaper of general circulation within the county;

(b) On the official public notice web site established under section 125.182 of the Revised Code;

(c) On the web site and social media account of the county.

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

- 2019 Chevrolet 4500 Chassis

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

RESOLUTION 26-0483

COUNTY COMMISSIONERS' OFFICE
WILLIAMS COUNTY, BRYAN, OHIO
September 15, 2026

In the Matter of
Entering into an 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, Resolution 26-0283 was passed on May 28, 2026 accepting and awarding Project 3-2026 – Aphalt Paving to Gerken Paving, Inc.; and,

WHEREAS, an Agreement between Owner and Contractor for Project 3-2026 between Williams County Commissioners and Gerken Paving, Inc. was submitted to the Board of Commissioners at a cost not to exceed $1,032,700.37, along with the Notice to Proceed with a substantial completion date of October 30, 2026; therefore,

BE IT RESOLVED, by the Board of Williams County Commissioners we do hereby approve the Agreement between Owner and Contractor and Notice to Proceed as set forth above and attached hereto. A copy of the agreement and Notice 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:

WILLIAMS COUNTY COMMISSIONERS

Mr. Scott A. Lirot, Yes

Scott Lirot
President of the Board of Commissioners

Mr. Bartley E. Westfall, Yes

[signature]
Vice-Pres of the Board of Commissioners

Mr. Terry N. Rummel, Yes

Terry Rummel
Member of the Board of Commissioners

VOL 166 PAGE 570

ITEM 00500
Agreement Between Owner and Contractor

THIS AGREEMENT is dated as of the 2 day of June, in the year **2026**, by and between, **Williams County Commissioners** (hereinafter called OWNER), and Gerken Paving Inc., (hereinafter called CONTRACTOR). OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. Work

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

2026 ASPHALT PAVING PROGRAM – PROJECT #3-2026

The Project for which the Work under Contract Documents may be the whole or only a part is generally described as follows:

Asphalt Updates to Various County Roads

Article 2. Engineer

The Project Engineer shall be:

Todd J. Roth, P.E., P.S., Williams County Engineer

who is hereinafter called ENGINEER and who is to act as OWNER's representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Article 3. Contract Times

3.1 The Work will be completed by: **OCTOBER 30, 2026**

3.2 Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) **see Table 108.07-1 "Schedule of Liquidated Damages" in Ohio Department of Transportation, Construction and Materials Specifications, 2023.**

Article 4. Contract Price

OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to paragraph 4.1 below:

4.1 See Item 00300 for Contractors unit price bid price, for a total base bid of $ 1,032,700.37. Estimated quantities are not guaranteed, and determinations of actual quantities and classification are to be made by ENGINEER.

Article 5. Payment Procedures

CONTRACTOR shall submit Applications for Payment on a monthly basis. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

5.1 Progress Payments; Retainage. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, on or about the 25th day each month during construction as provided in paragraphs 5.1.1 and 5.1.2 below. All such payments will be subject to Unit Price Work based on the number of units completed.

5.1.1 For Cost of Work: Progress payments on account of the Cost of the Work will be made.

5.1.2 Progress payments will be made in an amount equal to the Units or Percentage completed, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold, 8% of ALL work completed up to 50% completion of the contact amount.

5.1.3 OWNER may pay, 75% of ALL stored materials. **(2023 CMS – 109.10)**

Article 6. Contractor's Representations

To induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

6.1 CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda listed in paragraph 13) and the other related data identified in Bidding Documents including "technical data."

6.2 CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.

6.3 CONTRACTOR is familiar with and is satisfied to all federal, state and local laws and regulations that may affect cost, progress, performance and furnishing of the Work.

6.4 CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site been identified in the Supplementary Conditions. CONTRACTOR acknowledges that such reports and drawings are not Contract Documents and may not be complete for CONTRACTOR's purposes. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

6.5 CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.

6.6 CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

6.7 CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

Article 7. Accounting Records

CONTRACTOR shall check all materials, equipment and labor entering into the Work and shall keep such full and detailed accounts as may be necessary for proper financial management under this Agreement, and the accounting methods shall be satisfactory to OWNER. OWNER shall be afforded access to all CONTRACTOR's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda and similar data relating to the Cost of the Work and CONTRACTOR's fee. CONTRACTOR shall preserve all such documents for a period of three years after the final payment by OWNER.

Article 8. Contract Documents

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

8.1 This Agreement (ITEM 00500).

8.2 Legal Notice (ITEM 00025)

8.3 Project Manual, Including prevailing wages.

8.4 Drawings

8.5 CONTRACTOR's Bid (ITEM 00300)

8.6 Ohio Department of Transportation, Construction and Material Specifications, 2023 SS800.
8.7 The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying or supplementing the Contract Documents

There are no Contract Documents other than those listed above in Article 8. Contract Documents may only be amended, modified or supplemented as provided in the Contract Documents.

Article 9. Miscellaneous

9.1 Terms used in this Agreement, which are defined in 100 General Provisions, Ohio Department of Transportation, Construction and Material Specification, 2023

9.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.3 OWNER and CONTRACTOR each binds itself, its partners, successors and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

9.4 Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

Agreement Between Owner and Contractor

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed, initiated or identified by OWNER and CONTRACTOR or identified by ENGINEER on their behalf

Williams County Commissioners
(OWNER)

Gerken Paving, Inc
(CONTRACTOR)

Scott Lund
President

(AUTHORIZED SIGNATURE)

Vice President

V. Pres.
(TITLE)

Terry Rummel
Member

Agent for service of process: ____________________
(If CONTRACTOR is a corporation,
(Attach evidence of authority to sign).

CERTIFICATE OF PARTICIPANTS' ATTORNEY

I, the undersigned, Katherine J. Zartman, a duly authorized and acting legal representative of the Williams County Commissioners do hereby approve this document as to form.

Katherine Zartman
Katherine J. Zartman

6-26-24
Date

END OF ITEM

ITEM 00420
Notice To Proceed

TO: Gerken Paving Inc. **Dated:** 6-2-2026

PROJECT NAME: **2026 ASPHALT PAVING PROGRAM**
PROJECT #3-2026

You are notified that the Contract Times under the above contract will commence to run on Date of "Notice to Proceed". By that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 3 of the Agreement the date of Final Completion Date for the Work is: **October 30, 2026**

Before you may start any Work at the site, you and Owner must each deliver to the other (with copies to ENGINEER and other identified additional insureds) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

Also, before you may start any Work at the site, you must
(Add other requirements)

Attend Pre- Construction Meeting with Engineer.

There will be a Pre-Construction Meeting at the Williams County Engineer's Office Date & time TBD.

ACCEPTANCE OF AWARD

Williams County Commissioners	Gerken Paving Inc.
(OWNER)	**(CONTRACTOR)**
Scott Lint	Jerry [signature]
President	**(AUTHORIZED SIGNATURE)**
[signature]	V. Pres.
Vice President	**(TITLE)**
Terry R[signature]	
Member	

END OF ITEM

RESOLUTION 26-0484

COUNTY COMMISSIONERS' OFFICE
WILLIAMS COUNTY, BRYAN, OHIO
September 15, 2026

In the Matter of
Wellness Program Awareness & Participation

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, each year the Board of Williams County Commissioners encourages all employees to be active in the Wellness Program that is offered each year; and

WHEREAS, under ORC 305.171(A)(3) A health and wellness benefit program through which the county provides a benefit or incentive to county officers, employees, and their immediate dependents to maintain a healthy lifestyle, including, but not limited to, programs to encourage healthy eating and nutrition, exercise and physical activity, weight control or the elimination of obesity, and cessation of smoking or alcohol use; and

WHEREAS, Williams County has implemented the CEBCO Rewards 200 to focus on wellness and earn rewards up to $200 to be earned by employees and elected officials participating in a certain number of wellness activities, including health screenings, annual check-ups, vaccinations, health risk assessment, and other preventative and health-improvement endeavors (see attached flyer). The program begins on July 1, 2026 and ends June 30, 2027. Rewards must be redeemed by September 30, 2027; and

WHEREAS, based on Ohio Ethics Commission's discount/reward Advisory Opinion No. 2025-02 (see attached), a public official or employee may accept a vendor discount or rewards benefit without violating ORC 102.03(D)(E) since it applies to all eligible officials/employees; therefore

BE IT RESOLVED, by the Board of Commissioners of Williams County, Ohio that employees and elected officials of Williams County who complete a minimum number of wellness and preventative activities by June 30, 2027 will potentially receive up to $200 in rewards; 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

CEBCO Rewards 200

Focus on wellness and earn rewards up to $200

Complete activities to earn rewards

The CEBCO Rewards 200 program connects you with digital health and wellness tools that can help you live healthier. Complete any of the activities listed below between July 1, 2026, and June 30, 2027, and you'll earn up to $200 in rewards to apply to electronic gift cards. This program, sponsored by your employer, is open to you and your covered spouse or partner.

Activity type	Activities	Amount
Preventive care Complete your annual screenings or wellness visits. Rewards are added to your account after your claim is processed (may take up to 60 days).	Have an annual preventive wellness exam or well-woman exam with your doctor.	**$50**
	Get an annual cholesterol test (men over 35 and women over 40).[1,2]	**$25**
	Have a colorectal cancer screening (ages 45 and older).	**$25**
	Have a routine mammogram (women ages 40 to 74).	**$25**
	Have an prostate cancer screening (men ages 55 to 69).	**$25**

Anthem.

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Activity type	Activities	Amount
Condition management Rewards are added to your account as you meet benchmarks or complete a program.	Work one-on-one with your ConditionCare health coach and earn rewards for participating in and completing the program.[3]	**$25**
	Receive two annual A1c tests (for members diagnosed with diabetes).[1]	**$25**

Activity type	Activities	Amount
Digital and wellness activities Rewards are added to your account as you complete activities on the Sydney® Health app or online at anthem.com.	Log in to the **Sydney Health** app.	**$25**
	Complete a health assessment and receive tailored health recommendations.	**$25**
	Track your steps.	**Up to $50 ($2 per 50,000 steps tracked)**
	Complete team challenges throughout the year (four challenges are offered).	**Up to $100 ($25 per challenge)**

Earn and redeem your rewards

1. To view your rewards, log in to **Sydney Health**, or go to **anthem.com**.
2. Next, go to **Access Care** and select **My Health Dashboard**.
3. You can select **My Rewards** to see a snapshot of your reward status, as well as ways to earn more rewards.
4. You also can select **Redeem Rewards** to see how much you have earned.[4]

Use your rewards toward electronic gift cards for popular retailers, such as Amazon, Apple®, all Gap brands, Target, The Home Depot®, T.J. Maxx®, Uber, and Uber Eats. Minimum gift card amounts are set by each individual retailer.

You must redeem your rewards by September 30, 2027.

Scan this QR code to view your rewards on the Sydney Health app.[4]

Anthem.

1 All preventive care activities and diagnostic A1c lab tests should be processed through Anthem Blue Cross and Blue Shield claims in order to trigger the respective reward.

2 Annual cholesterol test eligibility: men 35 years and older and women 40 years and older with a full cholesterol (lipid) panel.

3 Adult members identified as moderate or high risk are eligible for ConditionCare and may receive a reward for completion of one of five ConditionCare programs: chronic obstructive pulmonary disease, coronary artery disease, asthma, diabetes, and congestive heart failure. Reward is $25 for program completion.

4 Rewards must be redeemed by September 30, 2027. Minimum gift card amounts are set by each individual retailer.

We encourage you to actively participate in your rewards program. Rewards earned should be redeemed before the end of the current plan year. Unused rewards are forfeited three months after the end of your plan year.

All preventive care activities are claims based, which means your completion is determined when a claim is processed. Medical waivers apply to claim-based activities.

Rewards eligibility applies only to subscribers and their enrolled spouse or domestic partner. Members must be active on the plan, and their activity must take place during the plan year. A subscriber and spouse or domestic partner may earn rewards when eligible activities are completed and, in some instances, are verified by an Anthem claim.

The reward amount you receive may be considered income and subject to state and federal taxes in the tax year it is paid. You should consult a tax expert with any questions regarding tax obligations.

Electronic gift card availability may vary. The list of retailers available for electronic gift card rewards redemption is subject to change. Log on to anthem.com or open the Sydney Health app to see the electronic gift card options available to you.

Sydney Health is offered through an arrangement with Carelon Digital Platforms, a separate company offering mobile application services on behalf of your health plan.

Can County Elected Officials Participate in Anthem's "My Rewards" Wellness Program?

Ohio county elected officials & health-plan wellness incentives

Short Answer

Generally, yes — but it depends on how the county has set up eligibility. Participation isn't automatic just because an official is enrolled in the health plan; it typically needs to be authorized by the county's own resolution and structured so it applies uniformly to all plan members.

Two Separate Legal Questions

1. Can elected officials be on the county's health plan at all?

Under **R.C. 305.171** (Group Insurance Coverage for County Officers and Employees), a board of county commissioners may procure group health insurance and pay all or part of the premium for "county officers and employees" — language that includes elected officials, not just staff. Counties typically formalize this with a board resolution.

2. Can they participate in the Anthem "My Rewards" wellness incentive specifically?

The controlling framework comes from the Ohio Ethics Commission's discount/rewards analysis, most recently restated in Advisory Opinion No. 2025-02 (frequent flyer miles and rewards points). A public official or employee may accept a vendor discount or rewards benefit without violating R.C. 102.03(D)/(E) as long as the benefit:

1. Is available to a large group of customers (here, all plan enrollees);
2. Applies uniformly to all eligible officials or employees; and
3. Is not given in exchange for the performance of official duties.

A wellness rewards program built into the group health plan — points, gift cards, or premium reductions for completing screenings or health assessments — generally satisfies this test, since it's offered the same way to every enrolled member, official or staff.

Consistent with this, some counties adopt an explicit resolution covering both pieces together. Washington County, Ohio, for example, passed a resolution authorizing elected officials and county employees to participate both in the county's health insurance plans and in the county's Wellness Incentive Program, which reduces the cost of insurance for participants.

Wrinkles Worth Flagging

Board authorization matters.
Eligibility for elected officials isn't automatic under R.C. 305.171 — many counties adopt a specific resolution (like Washington County's) making clear officials are included in both the base plan and any wellness/rewards component.

Mid-term compensation clause.
Ohio Const. Art. II, §20 bars increasing an elected official's compensation mid-term. Health benefits generally aren't treated as "compensation" for this purpose, and a 2011 informal Ethics Commission opinion concluded that changes to a health plan don't constitute an in-term compensation increase — but some counties are cautious and lock elected officials into whatever plan design (including wellness terms) was in effect when they took office, updating it only at term renewal.

Local policy can be more restrictive.

The Ethics Law sets a floor, not a ceiling — a county could choose to exclude elected officials from the rewards program even if the Ethics Law wouldn't require it.

Recommended Next Step

Confirm (a) whether the county's board has a resolution extending health-plan and wellness-program eligibility to elected officials, and (b) the interpretation with the county prosecutor's office, which issues the binding local determination.

Sources

• Ohio Ethics Commission, Advisory Opinion No. 2025-02 (Aug. 4, 2025) — ethics.ohio.gov/advice/opinions/2025-02.pdf

• Ohio Rev. Code § 305.171 — Group Insurance Coverage for County Officers and Employees

• Washington County, Ohio Board of Commissioners, Resolution Authorizing Elected Officials and County Employees to Participate in Wellness Incentive Program and Health Insurance (Sept. 25, 2014)

• Ohio Ethics Commission, Informal Advisory Opinion No. 2011-INF-1216 (Hummer / City of Upper Arlington, Dec. 16, 2011) — ethics.ohio.gov/advice/informal/2011-INF-1216.pdf

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INFORMATION SHEET: ADVISORY OPINION NO. 2025-02
FREQUENT FLYER MILES AND REWARDS POINTS

What is the question in the opinion?

Can public officials and employees use frequent flyer miles or other rewards points accrued during official travel for their personal use?

What is the brief answer in this opinion?

Yes. Public officials or employees can use frequent flyer miles, credit card rewards, hotel points, or other rewards earned during official business for their personal use, provided that (1) these rewards are earned the same way as members of the public would earn them; and (2) they do not impose additional costs to the public agency. However, a public official or employee is prohibited from choosing an airline, vendor, or service just to get rewards points for themselves.

To whom do the conclusions in this opinion apply?

The conclusions in this opinion apply to all individuals who are elected or appointed to, or employed by, any public agency, including but not limited to any state agency, county, city, township, school district, public library, and regional authority, regardless of whether the person is: (1) compensated or uncompensated; (2) serving full-time or part-time; or (3) serving in a temporary or permanent position.

When did the conclusions in this opinion become effective?

The opinion became effective upon acceptance by the Ohio Ethics Commission.

For More Information, Please Contact:

Paul M. Nick, Executive Director; or
Chris Woeste, Chief Advisory Attorney

THIS COVER SHEET IS PROVIDED FOR INFORMATION PURPOSES. IT IS NOT AN ETHICS COMMISSION ADVISORY OPINION. ADVISORY OPINION NO. 2025-02 IS ATTACHED.

Formal Advisory Opinion
Number 2025-02
August 4, 2025

Syllabus by the Commission:

(1) Divisions (D) and (E) of Section 102.03 of the Revised Code do not prohibit a public official or employee from personally using frequent flyer miles or other rewards points accrued during official business as long as these rewards are acquired under the same conditions as a member of the public would earn them and the rewards do not pose additional costs to the public agency.

(2) Division (A)(1) of Section 2921.43 of the Revised Code does not prohibit the personal use of frequent flyer miles accrued by a public official or employee while on official travel because it does not constitute additional compensation for the performance of his or her public duties.

(3) The Ethics Law represents the minimum standards that public officials or employees must follow to avoid violating criminal laws. Public agencies can prohibit their officials or employees from accepting frequent flyer miles or other rewards points by adopting policies that are more restrictive than the Ethics Law.

(4) This Advisory Opinion overrules Advisory Opinion No. 91-010 and Informal Advisory Opinion No. 2003-INF-0224-1 issued to Mr. Marshall.

* * *

Introduction

In this Advisory Opinion, the Commission adopts the frequent flyer guidelines from the federal government that are used in many other jurisdictions. These guidelines allow a public official or employee to use frequent flyer miles that were earned during official travel for his or her personal travel if the public official or employee earns the miles under the same conditions as the public and at no additional cost to the government. While this Advisory Opinion primarily references frequent flyer miles, the analysis also applies to other reward points programs. Any references to "frequent flyer miles" or "frequent flyer miles and other rewards programs" are intended to incorporate all similar rewards points programs including credit card rewards, hotel rewards, and gas rewards.

This Advisory Opinion overrules Advisory Opinion No. 91-010 and Informal Advisory Opinion No. 2003-INF-0224-1 issued to Mr. Marshall.

Prior Restrictions on Frequent Flyer Miles

Airline loyalty programs, commonly known as "frequent flyer" programs, allow travelers to accumulate "miles" that can later be redeemed for various rewards that may include one-way or round-trip airline tickets, upgrades to a higher class or service, and vacation packages.[1] These programs award frequent flyer miles based on the dollar value of the airline ticket, and a member's transactions with the airline's partners such as other airlines, cruise lines, hotels, vacation package providers, car rental companies, online retailers, and financial planners.[2]

The airline controls the accumulation, redemption, and value of frequent flyer miles, including regulating the number of points in circulation, how many points travelers accumulate, and when the points expire.[3] Travelers do not influence these factors.

In Advisory Opinion No. 91-010, the Commission restricted the use of frequent flyer miles accrued during official travel for personal use. Since that Advisory Opinion was issued in 1991, frequent flyer programs have now become commonplace for nearly all airlines.[4] Airlines now use frequent flyer account numbers as personal identifiers and it has become increasingly difficult, if not impossible, for travelers to avoid or opt out of frequent flyer programs and other rewards programs.

The Commission recognizes that removing restrictions on personal use of frequent flyer miles would increase administrative efficiency by removing the need to track rewards miles accrued on an individual traveler's account. Therefore, the Commission believes it is time to reevaluate Advisory Opinion No. 91-010 to better align with the federal government and other jurisdictions' guidance on this matter.

Other Rewards or Discount Programs

In prior opinions, the Commission considered the use and acceptance of other rewards programs including credit card and hotel rewards points. In 2003, the Commission determined that R.C. 102.03(D) and (E) did not prohibit a public official or employee from receiving credit card rewards for official expenses charged to a personal credit card and later reimbursed by a public agency.[5] The Commission distinguished credit card rewards from frequent flyer miles, noting that the credit card rewards were not provided by a vendor of the public agency, while frequent flyer miles were provided directly by a vendor.[6] The Commission cautioned against using a specific credit card to maximize rewards points or a specific credit card discount program to receive more reimbursement from the public agency than the actual cost to the public official or employee.[7]

Similarly, in a Staff Opinion, the Commission did not prohibit a public official or employee from personally earning and using hotel rewards points accrued while attending events in his or her public capacity.[8] However, the public official or employee could not select a hotel that resulted in a higher cost for the public agency in order to earn reward points, or seek reimbursement beyond a discounted room rate offered through a hotel rewards program.[9]

The different standards for frequent flyer miles, credit card points, and hotel rewards points has been a source of confusion for public agencies across the state. Other jurisdictions provide examples for more consistent approaches that reduce the administrative burden on public agencies.

Federal Government and Other Jurisdictions

Since 2002, the federal government has permitted federal employees to retain any "promotional items," such as frequent flyer miles, earned during official travel.[10] Federal employees may use these benefits for personal travel, provided they are acquired under the same conditions as the public and at no additional cost to the government.[11] However, federal employees are not allowed to choose an airline based on whether it provides frequent flyer benefits.[12] Additionally, conference, event, or group travel planners are prohibited from keeping any travel benefits received in connection to planning an official conference or other group travel for personal use.[13]

Other jurisdictions have permitted public officials' and employees' personal use of frequent flyer miles earned while on official travel. For example, the New York City Conflict of Interest Board permitted the use of frequent flyer miles earned from official travel for personal purposes unless the official or employee selects a flight at additional expense to New York City to receive or increase frequent flyer benefits. The New York City Conflict of Interest Board reasoned that: (1) it is highly unlikely that the airline is trying to influence any government decision or reward an employee for official actions; (2) the miles are freely available to most travelers, regardless of their professional positions; (3) it would be unrealistic to try to collect these miles or require public officials or employees to separate miles earned from official and personal travel; and (4) the enforcement of miles accrued on official travel would likely be too burdensome to be an effective cost-benefit measure.[14] Alabama,[15] California,[16] New York,[17] Texas,[18] and Washington[19] have similar policies with some acknowledging the administrative challenges associated with restrictive rules on frequent flyer miles.

The Revised Standard for Frequent Flyer Miles

Consistent with the federal guidelines and those of many other jurisdictions, the Commission believes that it is the appropriate time to revise Ohio's Ethics Law restrictions on frequent flyer miles and other rewards points.

Public officials or employees can use frequent flyer miles, credit card rewards, hotel points, or other rewards earned during official business in their personal life, provided that (1) these rewards are earned the same way as members of the public would earn them; and (2) they do not impose additional costs to the public agency. However, a public official or employee is prohibited from choosing an airline, vendor, or service based on whether it provides frequent flyer miles or other rewards points.[20] Additionally, a conference, event, or group travel planner is prohibited from personally using frequent flyer miles, credit card rewards, hotel points, or other rewards earned in connection to booking a conference, event, or group travel.[21]

Application of the Ethics Law to Frequent Flyer Miles and Rewards Programs

The application of the Ethics Law to frequent flyer miles and rewards programs can be divided into three parts: conflict of interest (R.C. 102.03(D) and (E)), public contracts (R.C. 2921.42(A)(4)), and supplemental compensation (R.C. 2921.43(A)).

R.C. 102.03(D) and (E) provide:

(D) No public official[22] or employee shall use or authorize the use of the authority or influence of office or employment to secure anything of value or the promise or offer of anything of value that is of such a character as to manifest a substantial and improper influence upon the public official or employee with respect to that person's duties.

(E) No public official or employee shall solicit or accept anything of value that is of such a character as to manifest a substantial and improper influence upon the public official or employee with respect to that person's duties.

R.C. 102.03(D) and (E) prohibit a public official or employee from recklessly[23] soliciting, accepting, or using the authority or influence of his or her public position to secure any financial benefit for himself or herself.[24] The Commission has explained that an official's or employee's objectivity and independence of judgment would be impaired if he or she were to participate in decisions that could affect his or her personal financial interests.[25]

Frequent flyer miles constitute a "thing of value" received from a vendor of the public agency.[26] The issue is whether the value of frequent flyer miles is significant enough as to manifest a substantial and improper influence that could impair the public official's or employee's independence of judgment with respect to his or her public duties.

Since issuing Advisory Opinion No. 91-010, the Commission has taken a more balanced approach to comparable vendor discounts and incidental benefits that prevent against the misuse of public authority. The Commission has not prohibited public officials or employees from accepting discounts from a vendor for their personal use, as long as the discount (1) is available to a large group of customers; (2) applies uniformly to all eligible officials or employees or the agency; and (3) is not given in exchange for the performance of official duties.[27] These discounts are not prohibited because they are not intended to influence an official's or employee's judgment, but rather to "develop a larger pool of consumers in a geographical area."[28]

Applying the Commission's discount analysis to frequent flyer programs:

(1) Frequent flyer miles are available to a broad group of individuals, whether private citizens or public officials or employees.
(2) Frequent flyer miles uniformly accrue to all eligible officials or employees for official travel.
(3) Frequent flyer miles are not offered to public officials or employees for performing their official duties, but rather because they are travelers on the airline.

When applying the Commission's discount analysis, the acceptance of frequent flyer miles for personal use is not of such a character as to create or manifest a substantial and improper influence upon the public official's or employee's independent judgment in the performance of his or her official duties. Therefore, the restrictions in R.C. 102.03(D) and (E) do not prohibit a public official or employee from personally using frequent flyer miles or other rewards points accrued during official business as long as these rewards are earned the same way as a member of the public would earn them and the rewards do not impose additional costs to the public agency.

In contrast, a planner who books a conference, event, or group trip could earn a substantial number of frequent flyer miles or reward points from just one event, since the points add up from multiple travelers. The frequent flyer miles or other rewards points would be given as part of his or her official duties in booking the event or travel.[29] This could increase the risk that the planners' decisions will be substantially and improperly influenced by reward point benefits. Therefore, a conference, event, or group travel planner is prohibited from personally using frequent flyer miles, credit card rewards, hotel points, or other rewards earned in connection to booking a conference, event, or group travel.[30]

Public Contracts under R.C. 2921.42(A)(4)

The Ethics Law also prohibits a public official from having any interest in any public contract of the agency the official serves. R.C. 2921.42(A)(4) states that no public official[31] shall knowingly:

> Have an interest in the profits or benefits of a public contract entered into by or for the use of the political subdivision or governmental agency or instrumentality with which the public official is connected.

A "public contract" exists whenever a public agency buys or acquires goods or services, from any source, including another public agency, regardless of whether there is a written contract.[32] A public agency's purchase of a flight for a public official would be a public contract.[33]

Advisory Opinion No. 91-010 stated that a public official has an interest in a contract with an airline because the public official would receive frequent flyer miles as part of the contract. However, a public official's interest in this context is minimal. The frequent flyer miles attached to a specific flight are a small portion of the overall contract with the airline and are a uniform benefit provided by the airline to any ticket buyer.[34] It is more administratively efficient to allow public officials to personally use these frequent flyer miles given their minimal benefit to the public official relative to the cost of preventive measures.

Additionally, the Commission's primary concern in Advisory Opinion No. 91-010 was public officials or employees selecting a specific airline in order to accrue more frequent flyer miles for their personal use.[35] However, the new standard prohibits a public official or employee from selecting an airline based on the frequent flyer rewards. This minimizes the risk to the public while also reducing the administrative burden associated with managing frequent flyer miles. Therefore, the restrictions in R.C. 2921.42(A)(4) would not prohibit a public official from using frequent flyer miles and similar rewards program benefits, accrued during official travel, for personal use.

The next issue is whether a public servant's personal use of frequent flyer miles earned during official travel constitutes unlawful, supplemental compensation for the performance of his or her public duties.

"Compensation" is anything of value given to a public servant for services, whether in the form of cash, tangible goods, or other financial gain or benefit.[36] Compensation includes fringe benefits like health insurance, sick leave, and vacation pay.[37] These benefits are typically considered part of an employee's compensation package.

Frequent flyer miles programs differ from traditional fringe benefits.[38] Unlike employer-provided benefits, airlines offer frequent flyer miles as customer loyalty incentives, independent of an employer's compensation package. Frequent flyer miles function as a marketing tool for airlines and are tied to a traveler's personal loyalty account rather than a direct employment benefit. Furthermore, the accumulation of these miles does not impose any extra cost on the public agency because the agency purchases airline tickets at standard market rates. Since the miles are automatically awarded based on the traveler's status, and not at the discretion of the employer, they remain distinct from fringe benefits. Therefore, R.C. 2921.43(A)(1) would not prohibit the personal use of frequent flyer miles accrued by a public servant while on official travel because it does not constitute additional compensation for the performance of his or her public duties.

Agency Rules

The Ethics Law represents the minimum standards that public officials or employees must follow to avoid violating criminal laws. Although a public agency cannot create policies or rules that are less restrictive than the Ethics Law, an agency can implement policies, decisions, or rules that are more restrictive than the Ethics Law.[39] Public agencies may prohibit their officials or employees from personally using frequent flyer miles or other rewards points accrued during official business by adopting policies that are more restrictive than the Ethics Law.

The Commission recommends that public agencies adopt policies or rules regarding travel that clarify whether an agency allows its officials or employees to personally use frequent flyer miles or other rewards points accrued during official business. Agencies should also develop travel policies or rules that ensure public officials and employees select the lowest reasonable rate that meets the agency's needs.[40]

Conclusion

Limited to questions arising under Chapter 102 and Sections 2921.42 and 2921.43 of the Revised Code, it is the opinion of the Commission, and the Commission advises that:

(1) Divisions (D) and (E) of Section 102.03 of the Revised Code do not prohibit a public official or employee from personally using frequent flyer miles or other rewards points accrued during official business as long as these rewards are acquired under the same conditions as a member of the public would earn them and the rewards do not pose additional costs to the public agency.

(2) Division (A)(1) of Section 2921.43 of the Revised Code does not prohibit the personal use of frequent flyer miles accrued by a public official or employee while on official travel because it does not constitute additional compensation for the performance of his or her public duties.

(3) The Ethics Law represents the minimum standards that public officials or employees must follow to avoid violating criminal laws. Public agencies can prohibit their officials or employees from accepting frequent flyer miles or other rewards points by adopting policies that are more restrictive than the Ethics Law.

(4) This Advisory Opinion overrules Advisory Opinion No. 91-010 and Informal Advisory Opinion No. 2003-INF-0224-1 issued to Mr. Marshall.

Merom Brachman

Merom Brachman, Chairman
Ohio Ethics Commission

The Ohio Ethics Commission Advisory Opinions referenced in this opinion are available on the Commission's website: www.ethics.ohio.gov.

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[1] Olazábal, Marmorstein & Sarel, *Frequent Flyer Programs: Empirically Assessing Consumers' Reasonable Expectations*, 51 Am. Bus. L.J. 175, 181-82 (2014).
[2] *Id.*
[3] *See* Justin Bachman, *Airlines Make More Money Selling Miles Than Seats*, Bloomberg, available at https://www.bloomberg.com/news/articles/2017-03-31/airlines-make-more-money-selling-miles-than-seats (last updated Mar. 31, 2017) [https://perma.cc/LPG4-SRQB].
[4] *Id.*
[5] Ohio Ethics Commission Informal Advisory Opinion No. 2003-INF-0224-1 (Marshall).
[6] *Id.* ("[T]he issuer of a personal credit card used by an ODJFS official or employee while conducting state business is not a vendor to ODJFS. In the absence of this connection between the credit card issuer and ODJFS, the benefits of a reward program provided by a credit card issuer to an ODJFS official or employee would not automatically create an improper influence upon the official or employee…")
[7] *Id.*
[8] Staff Op. issued to Pfaff (8-29-13).
[9] *Id.* ("R.C. 102.03(E) prohibits a city employee from accepting or soliciting the benefits of a reward program for using a hotel for public travel if the use of the hotel results in a higher cost for the public agency. The employee is prohibited from booking a hotel room that offers reward points or other incentives if a lower priced room is available at a hotel that does not offer an incentive.")
[10] National Defense Authorization Act for Fiscal Year 2002, Pub. L. No. 107-107, tit. XI, § 1116, (codified at 5 U.S.C.S. 5702); 41 C.F.R. 301; *see also* I.R.S. Announcement 2002-18, 2002-10 I.R.B. 621 ("[T]he IRS will not assert that any taxpayer has understated his federal tax liability by reason of the receipt or personal use of frequent flyer miles or other in-kind promotional benefits attributable to the taxpayer's business or official travel.").
[11] 41 C.F.R. 301-53.2 ("Any promotional benefits or materials received from a travel service provider in connection with official travel may be retained for personal use, if such items are obtained under the same conditions as those offered to the general public and at no additional cost to the Government.")
[12] 41 C.F.R. 301-53.4 ("May I select travel service providers for which my agency is not a mandatory user in order to maximize my frequent traveler benefits? No, you may not select a traveler service provider based on whether it provides frequent traveler benefits.")
[13] 41 C.F.R. 301-53.3.

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[14] New York City Rules 53.1-01(h) (6); the City of New York Conflict of Interest Board Advisory Opinion No. 2006-05.

[15] The Alabama Code allows public officials and employees to retain bonuses received from official travel paid with public funds—including, but not limited to, frequent flyer miles—for personal use, as long as the miles are non-transferable. Ala.Code 36-7-60; Alabama Ethics Commission Advisory Opinion No. 2018-13.

[16] The California Fair Political Practices Commission does not deem frequent flyer miles accrued on official travel as gifts or income. California Fair Political Practices Commission Advisory Opinions Nos. I-88-332, and I-91-280. The California Attorney General's Office has advised that public officials and employees may use frequent flyer miles earned from state-business travel to obtain an airline ticket for personal use, or for a family member. 1997 California Atty. Gen. Op. No. 97-301.

[17] The New York State Joint Commission on Public Ethics advised that New York public officials and employees may utilize frequent flyer miles accrued from official travel for their personal use because the acceptance of a gift from a disqualified source does not violate any state law. NYS Joint Commission on Public Ethics, previously Commission on Public Integrity of the State of New York Advisory Opinion No. 08-04.

[18] The Texas Penal Code 39.02(d) provides that frequent flyer miles "are not things of value belonging to the government." The Texas Ethics Commission's guidance states that personal or private use of frequent flyer miles accrued on official state travel is not a crime. Texas Ethics Commission, *A Guide to Ethics Laws for State Officers and Employees* (Rev. Jan. 1, 2022).

[19] The Washington Executive Ethics Board issued Advisory Opinion No. 03-03, which concluded that "[s]tate agencies may allow state officers and employees to use frequent traveler benefits earned during official travel" due to the administrative challenges of tracking and separating personal and official frequent flyer miles.

[20] *See, e.g.*, 41 C.F.R. 301-53.4.

[21] *See, e.g.*, 41 C.F.R. 301-53.2; *see also* 41 C.F.R. 301-74.1(d).

[22] R.C. 102.01(B)("'Public official or employee' means any person who is elected or appointed to an office or is an employee of any public agency.")

[23] *See* Adv. Op. No. 2020-02; *see also State v. Towns*, 2020-Ohio-5120 (6th Dist.)(applying R.C. 2901.21(B) to R.C. 102.03(B) because "the statute does not indicate a purpose to impose strict liability."); *see generally Ohio Jury Instructions*, CR § 521.17 (Rev. Jan. 30, 2021).

[24] Adv. Ops. No. 89-008, 2001-03, and 2001-04.

[25] *Id.*

[26] Adv. Op. No. 91-010 ("[A] discounted or free ticket for airline travel or any other discounts fall within the definition of 'anything of value' for purposes of R.C. 102.03."); Inf. Adv. Op. No. 2003-INF-0224-1 (Marshall).

[27] Adv. Op. No. 91-010; *see also* Adv. Op. No. 2011-08.

[28] Adv. Op. No. 2001-08.

[29] *See* Adv. Op. No. 2011-08.

[30] This closely mirrors the federal rule, and agencies are encouraged to use the federal rule for guidance on this issue. *See* 41 C.F.R. 301-53.2; *see also* 41 C.F.R. 301-74.1(d).

[31] R.C. 2921.01(A)(1).

[32] R.C. 2921.42(I)(1); Adv. Ops. No. 87-003 and 2009-06. A public contract can be a bid or unbid, written or oral agreement. Adv. Ops. No. 87-002 and 2009-06.

[33] Adv. Op. No. 91-010.

[34] *See* Adv. Op. No. 2011-08.

[35] Adv. Op. No 91-010 ("[A] public official or employee who is permitted to utilize 'frequent flyer' benefits obtained during the course of state travel for her own personal travel could be swayed to reserve official flights with a specific airline in order to accrue "frequent flyer" miles, rather than to reserve flights with the most economically priced carrier.")

[36] Adv. Op. No. 2008-01.

[37] *State ex rel. Parsons v. Ferguson*, 46 Ohio St.2d 389, 391 (1976).

[38] The I.R.S. does not tax personal usage of frequent flyer miles or other in-kind promotional benefits attributable to business or official travel. I.R.S. Announcement 2002-18, 2002-10 I.R.B. 621.

[39] *See* Adv. Op. No. 2004-03. *See also* R.C. 102.06 and 102.08 (the Ethics Commission's authority is limited to issues that arise under Ohio Revised Code Chapter 102 and Sections 2921.42 and 2921.43).

[40] *See, e.g.*, Ohio Adm.Code 126-1-02; *see also* Ohio Aud. Bulletin 2018-003.

OHIO ETHICS COMMISSION
William Green Building
30 West Spring Street, L3
Columbus, Ohio 43215-2256
Telephone: (614) 466-7090
Fax: (614) 466-8368

www.ethics.ohio.gov

December 16, 2011 Informal Opinion 2011-INF-1216

Jeanine Hummer
City Attorney
City of Upper Arlington
[redacted]

Dear Ms. Hummer:

On October 18, 2011, the Ohio Ethics Commission received your request for an advisory opinion. In your request, you explained that:

- The City of Upper Arlington (city) offers health insurance coverage to its officials and employees, including council members, providing a choice of a low deductible plan (traditional plan) without a health saving account or a high deductible plan (new plan) with a health savings account;
- There is a general perception that the new plan saves the city money because if covered individuals are required to pay for certain medical services from their health savings account, they will carefully consider seeking the services; and
- City council is considering an ordinance mandating that non-bargaining unit employees and council members be covered only by the new plan.

You have asked eight specific questions, some of which raise issues under provisions other than the Ethics Law. This opinion answers the central question raised by your letter, under a variety of different facts described in your other questions.

Central Question and Brief Answer

Question: Can city council enact an ordinance mandating that non-bargaining unit employees and council members will be covered by the new plan if: (1) individual council members are unable to determine whether they will personally benefit from the ordinance; or (2) some council members are already voluntarily covered by the new health plan?

Yes. Because the ordinance would apply to all individuals in a class of city officials and employees in a uniform manner and it is speculative to assert that the financial interests of any council member would be affected either positively or negatively by the enactment of the ordinance, the council members are not prohibited from participating in the city's discussion or decision to enact the ordinance. All council members can participate, regardless of whether they are already voluntarily covered by the new plan.

Brief Health Care Plan Comparison

You have provided detailed information about both health plans, including comparisons about various costs to the covered employee. That information is included in this opinion as if restated here. Briefly, you have explained that:

- The premium paid by covered persons is the same under the traditional and new plans;
- The key elements of the two plans are:

Plan	Deductible	Co-pay	Co-insurance	Out-of-Pocket
Traditional	None	Required	20% coinsurance	$500 (single) $1000 (family)
New	$2000 (single) $4000 (family)	Not Required	None	$2000 (single) $4000 (family)

- The city encourages employees to select the new plan by contributing $1250(single)/$2,500(family) to the health savings plan, although the city's contribution is not mandated by federal law and may change in the future.

Conflicts of Interest—R.C. 102.03(D) and (E)

A city council member is a public official[1] subject to the conflict of interest prohibitions of R.C. 102.03 (D) and (E), which provide:

> (D) No public official or employee shall use or authorize the use of the authority or influence of office or employment to secure anything of value or the promise or offer of anything of value that is of such a character as to manifest a substantial and improper influence upon the public official or employee with respect to that person's duties.
>
> (E) No public official or employee shall solicit or accept anything of value that is of such a character as to manifest a substantial and improper influence upon the public official or employee with respect to that person's duties.

"Anything of value" includes money, goods, any interest in realty, and every other thing of value.[2] A financial benefit or detriment that results from a decision by a political subdivision is a thing of value.[3]

R.C. 102.03(D) prohibits a public official from participating in a public agency's decision on a matter if the official would receive a definite and direct benefit or detriment of a substantial nature from the decision because the benefit or detriment could have an improper influence upon the official with respect to his or her duties by impairing his or her objectivity and independence of judgment.[4] R.C. 102.03(E) prohibits a public official from merely soliciting or accepting anything of value that could have an improper influence upon him or her with respect to his or her duties. Unlike R.C. 102.03(D), the prohibition in R.C. 102.03(E) applies to a public official even if he or she does not use his or her official authority or influence to secure the thing of value.[5]

The application of R.C. 102.03(D) and (E) is dependent upon the facts and circumstances of each individual situation.[6]

<u>In-term Increases in Compensation</u>

In your letter, you discuss the Ohio Ethics Commission's previous advisory opinions on in-term increases in compensation.[7] "Compensation" is not limited to salary alone. The Ohio Supreme Court has stated that while fringe benefits to an employee, such as health insurance, are not "salary," they are "compensation" to the employee.[8]

In its previous opinions, the Commission concluded that the conflict of interest law, R.C. 102.03(D) and (E), prohibit city council members from enacting an ordinance granting an in-term increase in compensation for the current members of council and from accepting an in-term increase in compensation enacted by council while they were members of the council. In Advisory Opinion No. 91-007, the Commission specifically concluded that an increase in compensation "would provide a definite and particular financial [benefit] to the council member such that his independence of judgment or objectivity in deciding, as a council member, whether the [increase] is in the best interests of the city, could be biased or impaired."

Your question, however, is not about a change in compensation or benefits that would affect only council members. Rather, your question involves a change in the form of benefits that will affect council members and other city officials and employees. Further, you have noted that it is not possible to determine whether or to what extent the council members would benefit from the change. In these ways, your questions raise an issue that is clearly distinct from in-term increases in compensation. For that reason, the Commission's earlier advisory opinions on in-term increases in compensation do not apply to your question.

<u>Speculative and Indirect Economic Impact</u>

As noted above, the prohibitions in R.C. 102.03(D) and (E) apply to a public official whenever a matter before his or her public agency will receive a <u>definite and direct</u> economic impact that is substantial in nature as the result of the agency's decision on the matter.[9] If the economic impact is speculative and indirect rather than definite and direct, the prohibitions in R.C. 102.03(D) and (E) do not apply to the official.[10]

For example, in Advisory Opinion No. 93-016, the Ethics Commission was asked whether members of a county district board of health, with ownership interests in businesses that would be subject to a public smoking regulation imposed by their board, were prohibited from participating in the enactment of the legislation imposing the regulation. In that opinion the Commission held that R.C. 102.03(D) <u>does not</u> prohibit the board members from participating in the enactment of the regulation because it was merely speculative to assert that their financial interests will be affected by the decision.

<u>General and Uniform Benefit</u>

Further, the Commission has held that R.C. 102.03(D) does not prohibit a public official from participating in a matter before the political subdivision if the matter would affect the official in the same manner that it affects others in the jurisdiction.[11] The Commission has cautioned that, in such situations, a public official is prohibited from misusing the authority or influence of his or her office to secure a benefit that is selective, differential, or in disproportion to the benefit realized by others who are affected by the decision.[12]

Council members are prohibited from enacting an ordinance mandating that non-bargaining unit employees and council members be covered only by the new plan if the benefit to the council members is selective, differential or in disproportion to the benefit provided to other city officials and employees who are subject to the ordinance's mandate. Also, R.C. 102.03(E) prohibits a council member from merely soliciting or accepting benefits that are selective, differential, or in disproportion to the benefit provided to other city officials and employees who are subject to the ordinance's mandate, even if he or she abstains from voting or otherwise participating in council's decision to provide the coverage.

<u>Application to Specific Facts</u>

You have explained that, in this situation:

- The actual out-of-pocket cost to a council member under either plan depends on the relative health of and usage by the council member; and

- It is impossible to determine in advance whether changing their health insurance to the high deductible plan results in an increase or decrease in the actual financial benefits received by a council member; and

- The ordinance will change the insurance offered to an entire class of city officials and employees, including the council members, in a uniform manner.

Because it is not possible to determine whether this proposed change in health insurance will result in a definite and direct, substantial benefit or detriment to council members, and will apply to a class of city officials or employees, including council members, in a uniform manner, R.C. 102.03(D) and (E) do not prohibit the council members from participating in council's discussions or decision-making on this matter. All council members can vote on the ordinance regardless of the timing of the ordinance, when any particular council member's term ends, and whether that council member is running unopposed in the next election.

Other Questions

You have asked several questions that involve the timing of the ordinance. In response to these questions, as explained above, the Ethics Law does not prohibit the council members from participating in council's actions on the ordinance you have described. Whether there are issues under other state laws or under Upper Arlington's charter provisions that govern this change, and whether this would be considered an in-term increase in compensation governed by the other laws, rules, or ordinances mentioned in your letter are questions for you, as the city Law Director, to answer.

The Ohio Ethics Commission approved this informal advisory opinion at its meeting on December 16, 2011. The opinion is based on the facts presented. It is limited to questions arising under Chapter 102. and Sections 2921.42 and 2921.43 of the Revised Code and does not purport to interpret other laws or rules. If you have any questions or need additional information, please feel free to contact this Office again.

Sincerely,

Jennifer A. Hardin

Jennifer A. Hardin
Chief Advisory Attorney

The Ohio Ethics Commission Advisory Opinions referenced in this opinion are available on the Commission's Web site: www.ethics.ohio.gov.

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1 R.C. 102.01(B) and (C); Ohio Ethics Commission Advisory Opinion No. 89-008.
2 R.C. 1.03; 102.01(G).
3 Adv. Ops. No. 85-012, 90-002, and 90-012.
4 Adv. Op. No. 91-004.
5 Adv. Op. No. 90-004.
6 Adv. Ops. No. 87-007 and 89-003.
7 Adv. Op. No. 91-007.
8 *State ex rel. Parsons v. Ferguson* (1976), 46 Ohio St. 2d 389, 391.
9 Adv. Ops. No. 86-011 and 93-016.
10 Adv. Op. No. 93-016.
11 Adv. Ops. No. 85-006 and 88-004.
12 Adv. Op. No. 92-013.

RESOLUTION 26-0485

COUNTY COMMISSIONERS' OFFICE
WILLIAMS COUNTY, BRYAN, OHIO
September 15, 2026

In the Matter of
Appointing a member to the
Williams County Airport Authority Board

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, there is a vacant seat on the Williams County Airport Authority Board as Dan Eshman's term ended July 31, 2026;

WHEREAS, on August 26, 2026, David Newcomer emailed the Board of Williams County Commissioners that: "The Board adopted a motion to recommend the Appointment of Eric Sickel to the open board seat." Motion by Kirk Vashaw, seconded by Charles Traxler, to recommend to Commissioners the appointment of Eric Sickel to the vacant board seat. Motion Approved (Minutes from August 24, 2026 are attached);

THEREFORE, BE IT RESOLVED, by the Board of Williams County Commissioners that we do hereby appoint Eric Sickel to serve a five-year term on the Williams County Airport Authority Board;

The current seven (7) board member terms are as follows:

Charles Traxler	January 5, 2023 through July 31, 2027
Scott Wyse	August 1, 2024 through July 31, 2028
Kirk Vashaw	August 1, 2024 through July 31, 2028
Aaron Herman	August 1, 2024 through July 31, 2028
Dave Newcomer	August 1, 2025 through July 31, 2029
Burton Blalock	August 1, 2025 through July 31, 2029
Eric Sickel	August 1, 2026 through July 31, 2030

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 166 PAGE 597

Minutes August 24, 2026

Roll Call

David Newcomer x Aaron Herman x Burton Blalock _x___ Charles Traxler _x__

Kirk Vashaw __x__ Scott Wyse ___x_ _

Guests: Steve Fortner, Scott Lirot, Eric Sickel

Approve July 26 Scott__Second: _Burton

- Motion Carried

Approve Financial Report:

- Motion By: _Kirk_Second Charles
- Motion Carried

Manager Report

Skydiving draft contract discussed. Agreed to redraft and submit without fees.

- Motion by Scott, seconded by Burton Send a letter to local contractors that dirt from the large pile will be available on a first come first serve basis. Motion Approved.
- Motion by Kirk, second by Charles, to recommend to Commissioners the appointment of Eric Sickel to vacant board seat. Motion Approved

Steve Fortner to obtain prices to fix gates.

Newcomer to resend draft of bylaws and current job descriptions.

Adjourn

RESOLUTION 26-0486

COUNTY COMMISSIONERS' OFFICE
WILLIAMS COUNTY, BRYAN, OHIO
September 15, 2026

In the Matter of
Village of Pioneer – Right of Way Permit
6 Month Extension

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 August 6, 2026, Anthony Burnett, Pioneer Village Administrator sent an email to the Williams County Board of Commissioners that stated: "Please find attached a letter followed by the original ROW permit requesting an extension from the Commissioners". The letter and permit referenced in the email are attached and made a part of this resolution;

WHEREAS, after receiving the above request, the Commissioners advised Williams County's County Administrator, Vond Hall to reach out to Attorney Aaron Glasgow for his recommendation. Attorney Glasgow wanted to have a conversation with the Williams County Engineer, Todd Roth before providing his recommendation;

WHEREAS, on August 26, 2026, Attorney Glasgow advised Vond Hall the following: "I just spoke with Todd Roth. My recommendation is to renew the permit. It should be made clear that the renewal is only of the permit as previously approved, and that any deviation from the prior plans would require a new submission of plans to the county for approval. The point is that while the public utility issue has been settled by the courts, the construction of the pipes still needs to be pursuant to current approved plans. I would defer to Todd regarding the duration of the renewed permit. I suspect that the Village will return at the end of whatever period you set to renew the permit again anyways, so I am not sure the duration is significant." Attorney Glasgow further informed Mr. Hall that he would go by the rule and Todd's recommendation for 6 months;

WHEREAS, on Thursday, August 27, 2026 in open session the Board of Williams County Commissioners discussed the above request and recommendation from Attorney Glasgow. Attorney Glasgow recommended that the Board of Commissioners approve the extension request for six months;

THEREFORE, BE IT RESOLVED, by the Board of Williams County Commissioners that we do hereby support Attorney Glasgow & Todd Roth's recommendation and hereby approve a 6-month extension. The attached permit will now expire in April of 2027.

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 Commissioners

Mr. Bartley E. Westfall, yes

Vice-Pres of the Board of Commissioners

Mr. Terry N. Rummel, yes

Terry R
Member of the Board of Commissioners

Anne Retcher

From:	Anthony Burnett <administrator@villageofpioneer.com>
Sent:	Thursday, August 6, 2026 10:10 AM
To:	Anne Retcher
Subject:	ROW Permit Extension Request
Attachments:	ROW Extention Request.pdf; 10-09-2025 - Signed ROW Permit with Village of Pioneer with Eng Letter.pdf

Anne,

Please find attached a letter followed by the original ROW permit requesting an extension from the Commissioners.

Thank you,

Anthony Burnett
Pioneer Village Administrator

PIONEER, OHIO
A PUBLIC POWER TOWN

VILLAGE OF PIONEER
409 S. STATE STREET
PIONEER, OH 43554
PHONE: (419)737-2614 **FAX: (419)737-2066**
www.villageofpioneer.com

8/6/2026

Dear Commissioners:

I am writing on behalf of the Village of Pioneer to request the Village's Permit to Work within the County/Township Road Right-of-Way Limits issued on October 9, 2025 be extended for an additional period of 12 months, through October, 2027. A copy of the original permit is attached hereto for your convenience. The original permit included anticipated construction dates of October 2025 through October 2026. Construction of the Water Transmission Utility remains a vital part of the Village's growth plan for our North Industrial Park; however, construction has been delayed due to circumstances beyond the Village's control. A representative of the Village is available to attend an upcoming meeting should you have any questions or concerns about this request.

Thank you for your consideration,

Anthony Burnett
Pioneer Village Administrator

PERMIT TO WO(WITHIN COUNTY/TOWNSHIP ROAD RIG(OF-WAY LIMITS

TO: Williams County Commissioners
c/o Williams County Engineer
12953 CR G
Bryan, Ohio 43506

2 WORKING DAYS BEFORE YOU DIG
CALL TOLL FREE 800-362-2764
OHIO UTILITIES PROTECTION SERVICE

Permission is hereby requested to install and maintain the following utility:

PROJECT: Installation of Lines for Pioneer North Industrial Park for Raw Water and Wastewater/Stormwater Transmission Utilities.

LOCATION: South side of County Road S, between County Road 15 and County Road 16.25 (approximately 1 mile) then crossing under County Road 15.

REF NO.: __________ Construction Starts: ~~Sept 2023~~ Oct 2025 Construction Complete: ~~Nov. 2023~~ Oct 2026

GENERAL CONDITIONS:

1. All disturbed areas shall be promptly restored to the original condition
2. The cutting of pavement is not permitted except when specifically authorized by granting authority.
3. The use of the pavement lane or berm for deposit of excavated materials will not be permitted.
4. This permit is valid only within the right-of-way of the named public road.
5. The permit holder and permit holder's contractors shall abide by the regulations for safety as detailed in the Manual of Uniform Traffic Control Devices and all OSHA standards.
6. The permit holder will be required to make any necessary repairs or relocation of facilities within or over the existing right-of-way promptly at permit holder's expense to accommodate any improvement or repairs undertaken by the County.
7. This permit is valid for the installation only. Future installations or reconstruction will require a new permit.
8. A permit will be required for installation constructed on private property which must cross over or under the road right-of-way.
9. The permit holder and permit holder's contractors shall be responsible for calling the Ohio Utilities Protection Service prior to construction.
10. Plans and specifications shall be submitted with this permit.
11. All affected property owners shall be notified by the permit holder, at least 48 hours prior to commencement of work.
12. Permit holder shall be responsible for and save the County/Township harmless from all damages and claims to persons or property due to or resulting from any work performed under this permit and shall defend any action brought due to this work.
13. Permit holder shall be responsible for any pavement and berm failure or trench settlement occurring within twelve months of completion of this project, if determined to have resulted from operations within the right-of-way.
14. Applicant shall provide the County with a current certificate of insurance listing the Williams County Commissioners as also insured.
15. Applicant shall provide evidence of coverage for Workman's Compensation coverage in the State of Ohio.
16. Approvals from Williams County do NOT include approvals for other agencies having jurisdictional authority, including but not limited to: Ohio Department of Transportation, Ohio Turnpike Commission, Ohio EPA, and Rail Roads.
17. Applicant is responsible for the accurate determination of the Right of Way widths and Centerline, Pavement Centerlines are NOT to be assumed as the Centerline of the Right of Way, and GIS information concerning Right of Way dimensions should be verified. Right of Way widths may NOT be uniform.
18. Contact information for Contractors and Sub-Contractors should be provided to the Williams County Engineer prior to commencement of construction activities.
19. Road Closure must be approved in advance. Initial applications do not include any road closures. All proposed work should be conducted with Traffic Maintained.
20. Bore Pits Should be located a minimum 10 feet from the pavement edge.
21. Permission must be obtained from the landowner to work or have a presence on land off of the Right of Way.
22. Residential, Commercial, Industrial, and Agricultural driveways should be bored / directionally drilled.
23. Applicant shall provide the Williams County Engineer with as built drawings.
24. Failure to comply with permit requirements may result in revocation of the permit or result in a cease of work order from the Williams County Commissioners.

I HERE BY AGREE TO ABIDE BY THE CONDITIONS STATED HEREIN DURING THE CONSTRUCTION AND MAINTENANCE OF THIS SYSTEM.

By: Al Fiser, Village Administrator — Al Fiser
Name / Title — Signature

Company: Village of Pioneer — [signature] 10/9/2025

Address: 409 S. State St., Pioneer, OH 43554

Phone: 419-737-2614 Fax: 419-737-2066

E-mail: administrator@villageofpioneer.com Date: 4/26/2023

PERMISSION TO PERFORM WORK AS STATED ON THIS APPLICATION AND NOTED ON THE PLANS IS HEREBY GRANTED BY

COUNTY COMMISSIONERS:

Terry Rummel

Scott Lee

____

10-9-25

Township Trustee Notification Date: _______________

Todd Roth * see attached

Williams County Engineer (Reviewer of Application Only)

Date: 10-9-25

CONTACTS:

Todd Roth, Williams County Engineer 419-636-2454 - Ext. 2101 troth@wmscoengineer.com	Ron Buda, Project Manager 419-636-2454 - Ext. 2105 rbuda@wmscoengineer.com

Williams County Engineer
Todd J Roth P.E., P.S.
12953 County Road G Bryan, OH 43506

Phone: 419-636-2454
Fax: 419-636-8687
Website: www.wmscoengineer.com

October 9, 2025

Williams County Commissioners
1425 East High Street
Bryan, Ohio 43506

Commissioners:

In response to your request for signature of the Village of Pioneer's application dated April 26, 2023 to work within the County Right-of-Way I have the following comments.

Attached is the review letter dated January 30, 2024. It is my understanding that the RUMA has been signed and bond issued. I have not received revised plans that have addressed the other items noted.

I am signing this permit stating that my review has been completed based on the plans submitted. The other items stated in my letter dated January 30, 2024 will need to be discussed and addressed prior to construction.

Respectfully,

Todd J Roth

Todd Roth P.E. P.S.

CC: County Prosecutor
Pioneer Village Administrator
Aaron Glasgow

Williams County Engineer

Todd J Roth P.E., P.S.
12953 County Road G Bryan, OH 43506

Phone: 419-636-2454
Fax: 419-636-8687
Website: www.wmscoengineer.com

January 30, 2024

Williams County Commissioners
1425 East High Street
Bryan, Ohio 43506

Commissioners:

In response to your request and the Village of Pioneer's application dated April 26, 2023 to work within the County Right-of-Way I have the following comments.

Because of the size and scope of the project, If approved, I would recommend that you execute a Road Use Maintenance Agreement (RUMA). I again have attached a draft for your use. As stated in my letter dated May 02, 2023 I recommended conditions for approval that ensure guarantee of proper workmanship, warranty of work, and final approval of site restoration. A RUMA may address those concerns.

Utility conflicts exist and still need to be addressed with utility owners. Water and sewer line locations may need to change because of existing utilities. This item has been identified in past comments and still needs to be addressed before the project can begin.

Ditch grades and drive pipe elevations will need to be established prior to construction and provided to our office to ensure finished grades can be checked for final inspection and approval of restoration.

Any changes in plans will require resubmission for approval.

There shall be a seven day notification to our office prior to construction.

Be aware that it appears from limits of soil disturbance shown that premium backfill will be required within a portion of the trench along the entire project.

The air release valve with manhole can not be within the ditch bottom and obstruct flow.

Note that the 5' minimum cover is from the lowest surface elevation within the trench including the ditch bottom.

Respectfully,

Todd J Roth

Todd Roth P.E. P.S.

CC: County Prosecutor
Pioneer Village Administrator
Aaron Glasgow