

IN THE MATTER OF FIXING DATE AND TIME FOR A PUBLIC HEARING FOR THE SPRAY AND SPRAY #2 COUNTY DITCHES AND TO REEVALUATE THE MAINTENANCE BASE AND REEVALUATE THE WATERSHED MAPS FOR SAID COUNTY PROJECTS.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 16th day of March, 2023.

Commissioner Bambauer moved the adoption of the following:

RESOLUTION

WHEREAS, on March 7, 2023, County Engineer Andrew Baumer, Drainage Technician TJ Place and Drainage Engineer Sam Philipot met with the Auglaize County Commissioners, reviewing plans for the Spray and Spray #2 ditch projects and the completed 1969 construction on the Spray Ditch and the completed 2022 construction on the Spray #2 Ditch Project; and,

WHEREAS, County Engineer Baumer presented the following correspondence to the Board:
Spray Ditch

In 1969, the Spray Ditch was petitioned through Auglaize County Engineer's Office, reconstructed and has since been maintained by the Auglaize County Highway Department. This 1,300 foot long improvement drains a watershed of 267 acres in 1969, cost \$2,770.00 for the reconstruction of the ditch. Since the original construction, the owners within this watershed were systematically, through base assessments, charged a small percentage of their original assessment to keep this project at 100% of its design capacity. After 54 years of our department maintaining this project and using the 1969 construction cost as the base amount, this amount is no longer sufficient enough to keep the account stable due to inflation.

Spray #2 Ditch

In 2002, the Spray #2 Ditch was petitioned through the Soil and Water Conservation, this tile has since been maintained by the Auglaize County Highway Department. This 688 feet of tile drains a watershed of 246 acres and in 2002, cost \$9,442.16 for the installation of the drainage tiles. Since the original construction, the owners within this watershed were systematically, through base assessments, charged a small percentage of their original assessment to keep this project at 100% of its design capacity. After 21 years of our department maintaining this project and using the 2002 construction cost as the base amount, this amount is no longer sufficient enough to keep the account stable due to inflation.

Section 6137 of the Ohio Revised Code allows for us to review such projects and reevaluate the benefits to the owners within this watershed and to reestablish the total cost of the project to revised current prices. After reevaluating the watershed, the new construction base cost for the Spray project is 31,997.43. This number represents what it would cost today to reconstruct the 1,300 feet of the Spray Ditch as done in 1969 for \$2,770.00. The re-evaluation also has taken into account the many new parcel splits and residences built in the watershed over the past 54 years. This base will be used to generate future collections to reimburse the maintenance account to perform maintenance strictly on this open ditch such as herbicide spraying, periodic bottom dip-outs and erosion control.

After reevaluating the watershed, the new construction base cost for the Spray #2 project is \$18,380.60. This number represents what it would cost today to reconstruct the 688 feet of the Spray #2 Ditch as done in 2002 for \$9,442.16. The reevaluation also has taken into account the many new parcel splits and residences built in the watershed over the past 21 years. This base will be used to generate future collections to reimburse the maintenance account to perform maintenance strictly on this tile ditch such as tile blowouts or replacement and erosion control.

This department has prepared an assessment base for the property owners within the watershed and we are asking the Board of Commissioners to set a date, time and location for the purpose of holding a maintenance hearing as outlined in Section 6137 of the Ohio Revised Code. This department will prepare and mail the notices to the property owners within the watershed.

THEREFORE BE IT RESOLVED, the Board of Auglaize County Commissioners, does hereby set **May 16, 2023 at 1:30 p.m.** in the Assembly Room – 2nd Floor in the Administration Building, located 209 S. Blackhoof Street, Wapakoneta, Ohio for the Maintenance Hearing on the Spray and Spray #2 Ditches County Watershed Projects.

Commissioner Spencer seconded the Resolution and upon the roll being called, the vote resulted in the adoption of the resolution as follows:

Adopted this
16th day of
March, 2023

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY

John N. Bergman, ye
John N. Bergman

Douglas A. Spencer, ye
Douglas A. Spencer

David Bambauer, ye
David Bambauer

cc: County Engineer

IN THE MATTER OF FIXING DATE AND TIME FOR A PUBLIC HEARING FOR THE EMERSON DITCH AND TO REEVALUATE THE MAINTENANCE BASE ON SAID DITCH PROJECT.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 16th day of March, 2023.

Commissioner Bambauer moved the adoption of the following:

RESOLUTION

WHEREAS, Drainage Engineer Sam Philipot presented the following correspondence to the Board on March 7, 2023:

In 1976, the Emerson Ditch was petitioned through Auglaize County Soil and Water Conservation District, reconstructed and has since been maintained by the Auglaize County Highway Department. This 788 feet of tile drains a watershed of 215 acres and in 1976, cost \$1,727.38 for the installation of the drainage tiles. Since the original construction, the owners within this watershed were systematically, through base assessments, charged a small percentage of their original assessment to keep this project at 100% of its design capacity. After 47 years of our department maintaining this project and using the 1977 construction cost as the base amount, this amount is no longer sufficient enough to keep the account stable due to inflation.

Section 6137 of the Ohio Revised Code allows for us to review such projects and reevaluate the benefits to the owners within this watershed and to reestablish the total cost of the project to revised current prices. After reevaluating the watershed, the new construction base cost for the project is \$9,160.30. This number represents what it would cost today to reconstruct the 788 feet of the Emerson Ditch as done in 1976 for \$1,727.38. The re-evaluation also has taken into account the many new parcel splits and residences built in the watershed over the past 47 years. This base will be used to generate future collections to reimburse the maintenance account to perform maintenance strictly on this tile ditch such as tile blowouts or replacement and erosion control.

This department has prepared an assessment base for the property owners within the Emerson watershed and we are asking the Commissioners to set a date, time and location for the purpose of holding a maintenance hearing as outlined in Section 6137 of the Ohio Revised Code. This department will prepare and mail the notices to the property owners within the watershed.

THEREFORE BE IT RESOLVED, the Board of County Commissioners, of Auglaize County, Ohio does hereby set **May 11, 2023 at 1:30 p.m.** in the Assembly Room – 2nd Floor located at the Administration Building, 209 S. Blackhoof Street, Wapakoneta, Ohio for the Public Hearing on the reevaluation of the Emerson Ditch maintenance base.

Commissioner Spencer seconded the Resolution and upon the roll being called, the vote resulted in the adoption of the resolution as follows:

Adopted this
16th day of
March, 2023

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

John N. Bergman yes
John N. Bergman
Douglas A. Spencer Yes
Douglas A. Spencer
David Bambauer yes
David Bambauer

cc: County Engineer

IN THE MATTER OF AUTHORIZING A RESOLUTION TO ACCEPT THE MATERIAL TERMS OF THE PARTICIPATION PACKAGE SETTLEMENT PURSUANT TO THE ONEOHIO MEMORANDUM OF UNDERSTANDING AND CONSISTENT WITH THE TERMS OF THE JULY 21, 2021 NATIONAL OPIOID SETTLEMENT AGREEMENT.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 16th day of March, 2023.

Commissioner *Bansum*

moved the adoption of the following:

RESOLUTION

WHEREAS, Auglaize County, Ohio (herein "Auglaize County") is a county formed and organized pursuant to the Constitution and laws of the State of Ohio; and,

WHEREAS, the people of the State of Ohio and its communities have been harmed by misfeasance, nonfeasance and malfeasance committed by certain entities within the Opioid Pharmaceutical Supply Chain; and,

WHEREAS, the State of Ohio, through its Attorney General, and certain Local Governments, through their elected representatives and counsel, are separately engaged in litigation seeking to hold Opioid Pharmaceutical Supply Chain Participants accountable for the damage caused by their misfeasance, nonfeasance and malfeasance; and,

WHEREAS, the State of Ohio, through its Governor and Attorney General, and its Local Governments share a common desire to abate and alleviate the impacts of that misfeasance, nonfeasance and malfeasance throughout the State of Ohio; and,

WHEREAS, the State and its Local Governments, subject to completing formal documents effectuating the Parties Agreements, have drafted and Auglaize County has adopted, and hereby reaffirms its adoption of a OneOhio Memorandum of Understanding ("MOU") relating to the allocation and the use of the proceeds of any potential settlements described; and,

WHEREAS, the MOU has been collaboratively drafted to maintain all individual claims while allowing the State and Local Governments to cooperate in exploring all possible means of resolution; and,

WHEREAS, the Board of Auglaize County Commissioners understands that an additional purpose of the MOU is to create an effective means of distributing any potential settlement funds obtained under the MOU between the State of Ohio and Local Governments in a manner and means that would promote an effective and meaningful use of the funds in abating the opioid epidemic throughout Ohio, as well as to permit collaboration and explore potentially effectuation earlier resolution of the Opioid Litigation against Opioid Pharmaceutical Supply Chain Participants; and,

WHEREAS, nothing in the MOU binds any party to a specific outcome, but rather, any resolution under the MOU requires acceptance by the State of Ohio and the Local Governments; and,

WHEREAS a settlement proposal is being presented to the State of Ohio and Local Governments by distributors Teva, Allergan, CVS, Walgreens, and Walmart (collectively the "Settling Distributors") to resolve government entity claims in the State of Ohio consistent with the OneOhio MOU (settlement proposal hereinafter to as "Participation Package"); and,

WHEREAS, Board of County Commissioners, Auglaize County, Ohio desires to agree to the material terms of the proposed National Opioid Distributor Settlement Agreement with the Settling Distributors (the "Proposed Settlement").

Resolution #23-143 -- continued
March 16, 2023

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF AUGLAIZE COUNTY, OHIO.

Section 1. That Board of Commissioners, Auglaize County, Ohio does hereby accept, and further authorizes the Prosecuting Attorney or County Administrator to execute the Participation Package documents on behalf of the Board of Commissioners, Auglaize County, Ohio, pursuant to the terms of the OneOhio MOU.

Section 2. That it is found and determined that all formal actions of the Board of Commissioners, Auglaize County, Ohio relating to the adoption of this resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements.

Commissioner Spencer seconded the Resolution and upon the roll being called, the vote resulted in the adoption of the Resolution as follows:

Adopted this
16th day of
March, 2023

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

John N. Bergman, yes
John N. Bergman

Douglas A. Spener, yes
Douglas A. Spener

David Bambauer, yes
David Bambauer

/cc: Prosecuting Attorney

Exhibit K
Subdivision and Special District Settlement Participation Form

Governmental Entity: Auglaize County	State: OH
Authorized Signatory: <u>Eula L. Preston</u>	
Address 1: <u>209 S. Blackhoof St.</u>	
Address 2: <u>Rm 201</u>	
City, State, Zip: <u>Wapakoneta, OH 45895</u>	
Phone: <u>419-739-6710</u>	
Email: <u>epreston@auglaizecounty.org</u>	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 (“*Teva Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Teva Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Teva Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Teva Settlement as provided therein.
2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Teva Settlement regarding Cessation of Litigation Activities.
3. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopiodismissal.com>.
4. The Governmental Entity agrees to the terms of the Teva Settlement pertaining to Subdivisions as defined therein.
5. By agreeing to the terms of the Teva Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the Teva Settlement solely for the purposes provided therein.
7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Teva Settlement.



8. The Governmental Entity has the right to enforce the Teva Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Teva Settlement, including but not limited to all provisions of Section V (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Teva Settlement are intended by Released Entities and the Governmental Entity to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Teva Settlement shall be a complete bar to any Released Claim.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Teva Settlement.
11. In connection with the releases provided for in the Teva Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Teva Settlement.

12. Nothing herein is intended to modify in any way the terms of the Teva Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Teva Settlement in any respect, the Teva Settlement controls.



I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: Erica L. Preston
Name: Erica L. Preston
Title: County Administrator
Date: 3-16-23



EXHIBIT K
Subdivision and Special District Settlement Participation Form

Will your subdivision or special district be signing the settlement participation forms for the Allergan and Teva Settlements at this time?

Yes No

Governmental Entity: Auglaize County	State: OH
Authorized Signatory: Erica L. Preston	Erica L. Preston
Address 1: 209 S. Blackhoof St	
Address 2: Rm 201	
City, State, Zip: Wapakoneta, OH 45395	
Phone: 419-739-6710	
Email: epreston@auglaizecounty.org	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 (“*Allergan Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Allergan Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Allergan Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Allergan Settlement as provided therein.
2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Allergan Settlement regarding Cessation of Litigation Activities.
3. The Governmental Entity shall, within fourteen (14) days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the MDL Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopioide Settlement.com>.
4. The Governmental Entity agrees to the terms of the Allergan Settlement pertaining to Subdivisions and Special Districts as defined therein.
5. By agreeing to the terms of the Allergan Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the Allergan Settlement solely for the purposes provided therein.



7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Allergan Settlement.
8. The Governmental Entity has the right to enforce the Allergan Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Allergan Settlement, including, but not limited to, all provisions of **Section V (Release)**, and along with all departments, agencies, divisions, boards, commissions, Subdivisions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist in bringing, or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Allergan Settlement are intended to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Allergan Settlement shall be a complete bar to any Released Claim.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Allergan Settlement.
11. In connection with the releases provided for in the Allergan Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Allergan Settlement.
12. Nothing herein is intended to modify in any way the terms of the Allergan Settlement, to which the Governmental Entity hereby agrees. To the extent this Settlement Participation Form is interpreted differently from the Allergan Settlement in any respect, the Allergan Settlement controls.



I have all necessary power and authorization to execute this Settlement Participation Form on behalf of the Governmental Entity.

Signature:

Erica L. Preston

Name:

Erica L. Preston

Title:

County Administrator

Date:

3-16-23



EXHIBIT K**Subdivision Participation and Release Form**

Will your subdivision or special district be signing the settlement participation form for the CVS Settlement at this time?

Yes No

Governmental Entity: Auglaize County	State: OH
Authorized Signatory: Erica L. Preston	Erica L. Preston
Address 1: 209 S. Blackhoof St.	
Address 2: Rm 201	
City, State, Zip: Wapakoneta OH	45395
Phone: 419-739-6710	
Email: epreston@auglaizecounty.org	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the *Governmental Entity* pursuant to the Settlement Agreement dated December 9, 2022 (“*CVS Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the CVS Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The *Governmental Entity* is aware of and has reviewed the CVS Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the *Governmental Entity* elects to participate in the CVS Settlement and become a Participating Subdivision as provided therein.
2. The *Governmental Entity* shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the *Governmental Entity* authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the *Governmental Entity* a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
3. The *Governmental Entity* agrees to the terms of the CVS Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the CVS Settlement and becoming a Releasor, the *Governmental Entity* is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The *Governmental Entity* agrees to use any monies it receives through the CVS Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the CVS Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the CVS Settlement.
7. The Governmental Entity has the right to enforce the CVS Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the CVS Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the CVS Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The CVS Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the CVS Settlement.
10. In connection with the releases provided for in the CVS Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the CVS Settlement.



11. Nothing herein is intended to modify in any way the terms of the CVS Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the CVS Settlement in any respect, the CVS Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: Erica L. Preston
Name: Erica L. Preston
Title: County Administrator
Date: 3-16-23



EXHIBIT K

Subdivision Participation and Release Form

Will your subdivision or special district be signing the settlement participation form for the Walgreens Settlement at this time?

Yes No

Governmental Entity: Auglaize County	State: OH
Authorized Signatory: Erica L. Preston	Erica L. Preston
Address 1: 209 S. Blackhoof St.	
Address 2: Rm 201	
City, State, Zip: Wapakoneta, OH	45895
Phone: 419-739-6710	
Email: eprestone@auglaizecounty.org	

The governmental entity identified above (“Governmental Entity”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 (“Walgreens Settlement”), and acting through the undersigned authorized official, hereby elects to participate in the Walgreens Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walgreens Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Walgreens Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioideidsettlement.com>.
3. The Governmental Entity agrees to the terms of the Walgreens Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Walgreens Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Walgreens Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walgreens Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Walgreens Settlement.
7. The Governmental Entity has the right to enforce the Walgreens Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walgreens Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walgreens Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walgreens Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Walgreens Settlement.
10. In connection with the releases provided for in the Walgreens Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walgreens Settlement.



11. Nothing herein is intended to modify in any way the terms of the Walgreens Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Walgreens Settlement in any respect, the Walgreens Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: Erica L. Preston
Name: Erica L. Preston
Title: County Administrator
Date: 3-16-23



EXHIBIT K

Subdivision Participation Form

Will your subdivision or special district be signing the settlement participation form for the Walmart Settlement at this time?

Yes No

Governmental Entity: Auglaize County	State: OH
Authorized Official: <i>Erica L. Preston</i>	<i>Erica L. Preston</i>
Address 1: <i>209 S. Blackhoof St.</i>	
Address 2: <i>Rm 201</i>	
City, State, Zip: <i>Wapakoneta, OH 45895</i>	
Phone: <i>419-739-6710</i>	
Email: <i>epreston@auglaizecounty.org</i>	

The governmental entity identified above (“Governmental Entity”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated November 14, 2022 (“Walmart Settlement”), and acting through the undersigned authorized official, hereby elects to participate in the Walmart Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walmart Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Walmart Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event within 14 days of the Effective Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopiodsettlement.com/>.
3. The Governmental Entity agrees to the terms of the Walmart Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Walmart Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Walmart Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walmart Settlement.
7. The Governmental Entity has the right to enforce the Walmart Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walmart Settlement, including but not limited to all provisions of Section X (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walmart Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walmart Settlement shall be a complete bar to any Released Claim.
9. In connection with the releases provided for in the Walmart Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walmart Settlement.
10. Nothing herein is intended to modify in any way the terms of the Walmart Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Walmart Settlement in any respect, the Walmart Settlement controls.



I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: Erica L. Preston
Name: Erica L. Preston
Title: County Administrator
Date: 3-16-23



IN THE MATTER OF AUTHORIZING BUDGET ADJUSTMENTS.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 16th of March, 2023.

Commissioner Bambauer moved the adoption of the following:

RESOLUTION

WHEREAS, the Board has been requested to authorize budget adjustments as follows:

DD Capital Project Fund:
Amount: From: To:
\$6,500.00 040.0040.530600 (Contract Services) 040.0040.530400 (Equipment)

THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio does hereby authorize the County Auditor to complete the budget adjustments as mentioned above.

Commissioner Spencer seconded the Resolution and upon the roll being called, the vote resulted in the adoption of the Resolution as follows:

Adopted this
16th day of
March, 2023

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

John N. Bergman, yes
John N. Bergman

Douglas A. Spencer, yes
Douglas A. Spencer

David Bambauer, yes
David Bambauer

cc: County Auditor
County Administrator
DD Board

IN THE MATTER OF AUTHORIZING THE PRESIDENT OF THE BOARD TO EXECUTE THE WORKERS' COMPENSATION GROUP RETROSPECTIVE RATING PLAN AGREEMENT FOR THE COUNTY'S PARTICIPATION IN THE COUNTY COMMISSIONERS ASSOCIATION SERVICE CORPORATION OF OHIO WORKERS COMPENSATION GROUP RETROSPECTIVE RATING PLAN.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 16th day of March, 2023.

Commissioner David Bambauer moved the adoption of the following:

RESOLUTION

WHEREAS, the County Commissioners Association of Ohio (CCAO) established the "CCAO Service Corporation Workers' Compensation Group Retrospective Rating Plan", pursuant to Ohio Revised Code 4123.29; and,

WHEREAS, the proposed agreement with CCAOSC regarding the retrospective rating plan projects a refund for Auglaize County for program year 2024 to be approximately 23% payable over a three year period; and,

WHEREAS, the Board feels this savings to be significant enough for association with this group retrospective rating plan.

THEREFORE BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio, does hereby authorize the President of the Board to execute an Agreement for the County's participation in the CCAO Workers' Compensation Group Retrospective Rating Plan for calendar year 2024; and,

BE IT FURTHER RESOLVED that the Board of County Commissioners does authorize the payment of the CCAO Worker Compensation Group Retrospective Rating Plan Administration fee as determined and submitted by CCAOSC; and,

BE IT FURTHER RESOLVED that a copy of the executed agreement be made a part of this Resolution.

Commissioner Spencer seconded the Resolution and upon the roll being called, the vote resulted in the adoption of the Resolution as follows:

Adopted this
16th day of
March, 2023

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

John N. Bergman, Yes
John N. Bergman

Douglas A. Spencer, Yes
Douglas A. Spencer

David Bambauer, Yes
David Bambauer

cc: ✓ CCAOSC
✓ County Auditor
Sedgwick

**COUNTY COMMISSIONERS ASSOCIATION OF OHIO
WORKERS' COMPENSATION GROUP RETROSPECTIVE RATING
PLAN AGREEMENT**

THIS AGREEMENT, dated as of March 14, 2023, is between CCAO Service Corporation ("CCAOSC"), an Ohio corporation, and AUGLAIZE COUNTY ("Participant"), a political subdivision of the State of Ohio.

Section I: INTRODUCTION

Section 4123.29 of the Ohio Revised Code (ORC), and the rules promulgated thereunder, permit the establishment of employer group retrospective rating plans in order to group the experience of employers for workers' compensation rating purposes. The County Commissioners' Association of Ohio ("CCAO"), acting through CCAOSC its Service Corporation, as a sponsoring organization within the meaning of Section 4123.29 and the regulations associated with same, hereby establishes a Group Retrospective Rating Plan for the benefit of its membership. The terms and conditions for participation in the CCAO Group Retrospective Rating Plan are herein established.

A participating county is hereafter referred to individually as a "Participant". Participating counties are collectively referred to as the "Group".

Section II: NAME

The name of the plan shall be the CCAO Workers' Compensation Group Retrospective Rating Plan, hereafter referred to as the "CCAO Group Retrospective Rating Plan" or the "Plan". The principal office of the CCAO Group Retrospective Rating Plan shall be located at 209 East State Street, Columbus, Ohio 43215.

Section III: PURPOSE OF GROUP PLAN

The CCAO Group Retrospective Rating Plan is intended to: (1) achieve lower workers' compensation costs for the Group, and (2) result in the establishment of safer working conditions and environments for each Participant.

Section IV: REPRESENTATIONS AND WARRANTIES CONCERNING ELIGIBILITY

A. CCAOSC, for itself and on behalf of CCAO, represents and warrants as follows:

- (1) CCAO was created more than two years prior to the date of application for Group coverage.
 - (2) CCAO was formed for the purposes other than obtaining Group Workers' Compensation under Section 4123.29, ORC; rather it was formed for the purpose of, among other things, uniting the county commissioners of Ohio into an association to promote the best practices and policies in the administration of county government for the benefit of the people of the State of Ohio.
 - (3) The business of the Group members is substantially similar such that the policies which are grouped are substantially homogeneous.
- B. The Participant represents and warrants as follows:
- (1) It is a member of the County Commissioners' Association of Ohio and is current in all financial obligations to CCAO.
 - (2) It has an Ohio Bureau of Workers' Compensation ("OBWC") policy number for counties and its account with OBWC has no outstanding premiums, penalties or assessments due from it.
 - (3) It is not a member of any other group for the purpose of obtaining workers' compensation coverage under Section 4123.29, ORC.
 - (4) It is current in all financial obligations to the Group.

Section V: BASIC OBLIGATIONS OF PARTIES

Pursuant to Section I, hereof, CCAO, acting through CCAOSC, has established the CCAO Group Retrospective Rating Plan.

A. CCAOSC shall:

- (1) coordinate and administer the CCAO Group Retrospective Rating Plan in accordance with this agreement.
- (2) file or cause to be filed all necessary applications with OBWC to obtain membership for the Participants in the CCAO Group Retrospective Rating Plan; and
- (3) perform such additional duties as are required of it by this Agreement.

B. The Participant shall:

- (1) join and participate in the CCAO Group Retrospective Rating Plan; and
- (2) perform such additional duties and pay such fees and expenses as are required of it by this Agreement.

Section VI: RATE CONTRIBUTION AND REBATES

The Participant understands that the Group performance must be estimated in advance of the experience period and is based upon the most recent experience period, and that the actual Group performance will vary depending upon multiple factors. The Participant is solely responsible for any assessment of premiums owed to the OBWC. In no event shall CCAO, CCAOSC, the third party administrator, or other Group members be held liable for premiums owed by the Participant to the OBWC.

The Participant understands the Group performance is subject to change during and subsequent to the policy period, and all debit and credit adjustments processed by the OBWC will be the premium responsibility of the individual Participant. In no event will CCAO, CCAOSC, the third party administrator, or the other Group members be held liable for premiums owed by the Participant to the OBWC resulting from subsequent rate revisions.

It is understood that the OBWC will evaluate the performance of the CCAO Group Retrospective Rating Plan by comparing the aggregate individual participants' premiums paid to OBWC to the developed losses incurred by the participants during the policy year. It is also understood that the OBWC will perform this comparison in three periods in the following number of months after the inception of the program year: 24 months, 36 months, and 48 months.

In the course of the OBWC's evaluation of the program, should premiums paid by the Group exceed the total developed losses, the Group will be entitled to a refund for the difference. However, if the total developed losses exceed the total premiums paid to OBWC for the policy year the Group would then be subject to an assessment. The total assessment in this case, could not exceed the predetermined amount ("Maximum Premium Percent") selected by the group Executive Committee. For each evaluation period, payment of refund or notice of assessment to each Participant will be made by the OBWC pursuant to OBWC rules and procedures.

Section VII: ADMINISTRATIVE SERVICES

CCAOSC, with approval of the Group Executive Committee, shall retain the services of a third party administrator ("TPA") specializing in the administration of workers' compensation claims. Such designated TPA shall assist CCAOSC staff in the day to day management of the plan, prepare and file necessary reports for both OBWC and members, assist with loss control program, and other duties, (*excluding* claims-related matters, which shall be the responsibility of each individual Participant, as provided in the second paragraph of this Section VII) relating to the Plan's activities. The cost of these TPA services, and the administrative costs of CCAOSC, shall be borne by the Participant in proportion to its payroll to the total payroll of the Group. CCAOSC shall bill the Participant for such services at such times as are determined by the Group Executive Committee and the Participant shall remit payment to CCAOSC within thirty (30) days of its receipt of such bill.

Each Participant agrees to engage, at its sole expense, a TPA for claims-related matters, the same TPA as CCAOSC has retained as TPA for the Group, and further agrees to remain with said TPA for as long as Participant remains a member of the CCAO Group Retrospective Rating Plan.

In any event, the Participant agrees to inform CCAOSC, the Group, and the Group's TPA, at all times, of all claims and related matters which will affect the rating of the Group.

Section VIII: RISK MANAGEMENT SERVICES

The Participant acknowledges that one of the goals of a group retrospective rating program is a substantial improvement in accident prevention and safety training by the Group. The Participant shall make a good faith effort to maintain a safe working environment for its employees and to implement the Group's model safety and claims management program, "*The CCAO 10 Step Safety Plan for County Government*". In addition, each Participant shall participate in and comply with any safety program or claims management procedure adopted by the Group Executive Committee, including, but not limited to, completing the Claims Management and Safety Expectations Survey and working toward accomplishing all of the Claims Management and Safety Expectations. The costs for these risk management services shall be allocated, billed and paid in the same manner as described in Section VII, above. The Participant may provide supplementary training and risk management consulting services to its employees at the Participant's sole expense.

CCAOSC reserves the right to require the Participant to undergo an occupational safety and health audit of its premises. A copy of the audit results and safety recommendations shall be provided to the Participant and to CCAOSC. Participant agrees to make a good faith effort to comply with any safety recommendations.

Section IX: GENERAL ADMINISTRATIVE FEES

The Participant agrees to pay the administrative fees of CCAOSC during the term of the Agreement, if any, in the manner specified in Section VII, above.

Section X: GROUP ADVISORY COMMITTEE

There is hereby established a Group Advisory Committee to advise CCAOSC regarding the CCAO Group Rating Program and the CCAO Group Retro Program, which shall consist of seven members. Two of said members shall be the President and the Secretary/Treasurer of CCAOSC. Five members shall be representatives of CCAO Group Rating and Group Retro Plan Participants. No Participant shall have more than one member on the Group Advisory Committee, and each Advisory Committee Member shall be a county commissioner. However, any member county may by written instrument signed by two or more County Commissioners, appoint a designee who need not be a county commissioner but shall be an employee of the member county. A designee shall have the same powers as the appointing member.

The duties of the Group Advisory Committee shall be:

- (1) to advise CCAOSC on the selection of a TPA, as provided in Section VII hereof;
- (2) to advise CCAOSC on proposed TPA fees, fees for risk management services, general administrative fees, and the billing and collection thereof;
- (3) to confer with CCAOSC on the ongoing eligibility of each Participant for continued participation in the Group; and
- (4) to perform such other acts and functions as may be necessary to the administration of the Group.

Section XI: TERM OF AGREEMENT

Subject to the approval of the CCAO Group Retrospective Rating Plan by the OBWC, the term of this Agreement shall commence on the date of execution hereof and shall be continuing and shall be applicable to all rating periods beginning January 1, 2024 and thereafter. CCAOSC may terminate this Agreement upon thirty (30) days written notice to the Participant. The Participant may terminate this Agreement so as not to be included in the CCAO Group Retrospective Rating Plan for the next annual rating period provided ten (10) days written notice of intent to withdraw from the CCAO Group Retrospective Rating Plan is given to CCAOSC prior to the prescribed application deadline of OBWC, currently July 31, 2023. In any event, a Participant shall not be relieved of the obligation to pay any amounts owed for participation in the CCAO Group Retrospective Rating Plan prior to withdrawal therefrom.

Section XII: APPLICATIONS BY PARTICIPANT

Initial application of a Participant shall include: (1) a properly signed and authorized copy of this Agreement; and (2) a properly executed OBWC Form U153, allowing CCAOSC or its TPA to represent the CCAO Group Retrospective Rating Plan before the OBWC. In order to remain eligible for Group membership, a Participant must be current in all financial obligations to CCAO and to the Group, and shall provide to CCAOSC annually, prior to the OBWC group retrospective rating deadline: (1) a properly signed and authorized copy of this Agreement; and (2) a properly executed OBWC U153, allowing CCAOSC or its TPA to represent the CCAO Group Retrospective Rating Plan before the OBWC.

Section XIII: GENERAL PROVISIONS

CCAOSC shall strictly account for all funds collected and disbursed relating to the Group Retrospective Rating Plan. All Group Retrospective Rating Plan funds shall be strictly segregated from all CCAOSC funds relating to the operations and activities of CCAO's other programs.

The Participant is solely responsible for any assessments or premiums levied by OBWC against it. Neither the CCAO Group Retrospective Rating Plan nor its TPA shall be liable for any such charges.

If the Participant leaves the Group, it will allow representatives of the Group to access its loss experience for a period of three (3) years following the last year of participation.

Section XIV: ANTI-DISCRIMINATION PROVISION

Per section 125.11(A) of the Ohio Revised Code, CCAOSC warrants and agrees to the following:

A. In the hiring of employees for the performance of work under this Agreement or any subcontract hereunder, neither CCAOSC or any subcontractor, by reason of race, color, religion, sex, age, disability or military status as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of the State of Ohio in the employment of a person qualified and available to perform the work to which such contract relates; and

B. None of CCAOSC, any subcontractor, or person acting on behalf of any such organization, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of work under the contract on account of race, color, religion, sex, age, disability, or military status as defined in section 4112.01 of the Revised Code, national origin, or ancestry.

The Participant hereby acknowledges receipt of the complete Agreement.

IN WITNESS THEREOF, the parties hereby enter into this Agreement on the date given below.

CCAO SERVICE CORPORATION

Date: 3/9/2023 By: _____


John Leutz, CCAO Assistant Director

AUGLAIZE COUNTY

Date: 3-16-23 By: John N Bergman
Signature of Authorized Official

County Name: AUGLAIZE COUNTY
Address: 209 S. BLACKHOOF ST., RM. 102
City, State, Zip: WAPAKONETA OH 45895-1989
OBWC Number: 30600001

APPROVED AS TO FORM (if required)

Prosecuting Attorney

IN THE MATTER OF AUTHORIZING THE PRESIDENT OF THE BOARD TO EXECUTE THE RE-ENROLLMENT APPLICATION FOR THE COUNTY'S PARTICIPATION IN THE COUNTY COMMISSIONERS ASSOCIATION OF OHIO WORKERS COMPENSATION GROUP RETROSPECTIVE RATING PROGRAM.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 16th day of March, 2023.

Commissioner Bambauer moved the adoption of the following:

RESOLUTION

WHEREAS Auglaize County is currently enrolled in County Commissioners Association of Ohio's Compensation Retrospective Rating Program pursuant to Ohio Administrative Rule 4123-17-73 and has participated in the program since 2014; and,

WHEREAS, CCAO projects a refund for Auglaize County for program year 2024 to be approximately 23% payable over a three year period; and,

WHEREAS, the Board feels this savings to be significant enough for Auglaize County to re-enroll in the Group Retrospective Rating Program.

THEREFORE BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio, does hereby authorize the President of the Board to execute the enrollment application for the County's participation in the CCAO Workers' Compensation Retrospective Rating Program for calendar year 2024.

Commissioner Spencer seconded the Resolution and upon the roll being called, the vote resulted in the adoption of the Resolution as follows:

Adopted this
16th day of
March, 2023

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

John N. Bergman, yes
John N. Bergman

Douglas A. Spencer, yes
Douglas A. Spencer

David Bambauer, yes
David Bambauer

cc: CCAOSC
✓ County Auditor
✓ Sedgwick

IN THE MATTER OF APPROVING THE EXECUTION OF THE CONTRACT WITH BRUMBAUGH CONSTRUCTION, INC. BY THE BOARD OF COUNTY COMMISSIONERS FOR THE CONSTRUCTION OF THE BRIDGE REHABILITATION PROJECT AUG-CR33A-11.76.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 16th day of March, 2023.

Commissioner Bambauer moved the adoption of the following:

RESOLUTION

WHEREAS, on March 9, 2023, in Resolution #23-133, the Board of County Commissioners awarded the bid for the construction in Moulton Township over Pusheta Creek rehabilitation project AUG-CR33A-11.76 to Brumbaugh Construction, Inc. in the amount of \$182,058.00; and,

WHEREAS, a contract for said project between Brumbaugh Construction, Inc. and the Auglaize County Board of Commissioners has been presented to the Board for execution.

THEREFORE BE IT RESOLVED that the Board of County Commissioners does hereby approve the contract between Auglaize County Board of Commissioners and Brumbaugh Construction, Inc. as presented; and,

BE IT FURTHER RESOLVED that the Board ratifies the execution by said Board of the contract.

Commissioner Spencer seconded the Resolution and upon the roll being called, the vote resulted in the adoption of the Resolution as follows:

Adopted this
16th day of
March, 2023

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

John N. Bergman, ye
John N. Bergman

Douglas A. Spencer, ye
Douglas A. Spencer

David Bambauer, ye
David Bambauer

cc: County Engineer
 Brumbaugh Construction, Inc.

CONTRACT

For AUG-CR33A-11.76 Bridge Rehabilitation

This Agreement is made this the 16th day of March, 2023 by and between the Auglaize County Board of Commissioners, herein called the Owner and Brumbaugh Construction Inc., herein called the Contractor.

The Owner agrees to pay the Contractor a sum of one hundred eighty-two thousand, fifty-eight dollars and zero cents (\$182,058.00) for the completion of the AUG-CR33A-11.76 Bridge Rehabilitation according to the plans, specifications, general conditions and addendums governing this project.

The Contractor agrees to furnish all necessary material, supplies, machinery, equipment, tools, superintendence, labor, insurance and other accessories and services necessary to complete the above described project. Work will commence on or before the first (1st) day of July, 2023 and the project shall be completed by October 16, 2023. Liquidated damages for this project are \$400.00 for each consecutive day thereafter.

IN WITNESS WHEREOF, the parties to these presents have executed this contract on the date stated above.

ATTEST:

BOARD OF COUNTY COMMISSIONERS

Clerk: *Cathy Ryful*

John Bergman

Witness: _____

Joseph Spurr

David Bannan

ATTEST:

CONTRACTOR

Clerk: *Kayla Stewart*

By: *Troy D. Myers*

Witness: *Shirley Hurd*

Title: Vice President

Brumbaugh Construction, Inc.
3520 State Route 49
P.O. Box 309
Arcanum, OH 45304



County Commissioners Office
Auglaize County, Ohio
March 16, 2023

NO. #23-148

IN THE MATTER OF AUTHORIZING THE COUNTY AUDITOR TO DRAW WARRANTS FOR THEN AND NOW CERTIFICATE PAYMENTS.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 16th day of March, 2023.

Commissioner David Bambauer moved the adoption of the following:

RESOLUTION

WHEREAS, the practice of using “Then and Now Certificates” has been instituted by the County Auditor.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners, Auglaize County, Ohio, the taxing authority for Auglaize County, having thirty (30) days to approve payment by resolution from receipt of “Then and Now Certificates”, does hereby approve the following:

Check No.	Amount	Vendor
468724	12035.00	NEW KNOXILLE SUPPLY
468739	7047.00	MODERN ENTRANCE SYSTEMS, INC
468745	120.00	OHIO TREASURER OF STATE
468745	2370.00	OHIO TREASURER OS STATE
468749	4191.18	AUGLAIZE CO JOB & FAMILY SERVICE
468785	754.50	CRAIG GOTTSCHALK
468800	46990.18	SHINN BROS.
468802	420.00	HEARNS LAW OFFICE
468803	195.00	HEARNS LAW OFFICE

Commissioner Spencer seconded the Resolution and upon the roll being called, the vote resulted in the adoption of the Resolution as follows:

Adopted this
16th day
March, 2023

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

John N. Bergman
John N. Bergman

Douglas A. Spencer
Douglas A. Spencer

David Bambauer
David Bambauer

✓ cc: County Auditor