# Resolution

<sub>Number</sub> 20-0297

Adopted Date February 25, 2020

HIRE JOSEPH ESSIG AS WATER DISTRIBUTION WORKER II, WITHIN THE WATER AND SEWER DEPARTMENT

BE IT RESOLVED, to hire Joseph Essig as Water Distribution Worker II, within the Water and Sewer Department, full-time, non-exempt, Pay Range 15, at a pay rate of \$19.40 per hour, effective March 2, 2020, subject to a background check, negative drug screen and a 365 day probationary period.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann. Upon call of the roll, the following vote resulted:

Mr. Young – yea

Mr. Grossmann - yea

Mrs. Jones – yea

Resolution adopted this 25<sup>th</sup> day of February 2020.

**BOARD OF COUNTY COMMISSIONERS** 

Tina Osborne, Clerk

H/R

cc:

Water/Sewer (file) J. Essig's Personnel file **OMB-Sue Spencer** T. Reier

# Resolution

Number 20-0298

Adopted Date February 25, 2020

APPROVE THE PROMOTION OF ED TURNER FROM WATER TREATMENT SYSTEM CHIEF OPERATOR TO THE POSITION OF WATER TREATMENT SYSTEM SUPERINTENDENT WITHIN THE WARREN COUNTY WATER AND SEWER DEPARTMENT

WHEREAS, it is the desire of the Board to promote Ed Turner to said position in accordance with the Sanitary Engineer's staffing plan; and

NOW THEREFORE BE IT RESOLVED, to approve the promotion of Ed Turner the position of Water Treatment System Superintendent within the Warren County Water and Sewer Department, classified, full-time permanent, exempt status, Pay Range (B), at \$2,886.49 bi-weekly, subject to a 180-day probationary period, effective pay period beginning March 28, 2020.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann. Upon call of the roll, the following vote resulted:

Mr. Young – yea Mr. Grossmann – yea Mrs. Jones – yea

Resolution adopted this 25<sup>th</sup> day of February 2020.

**BOARD OF COUNTY COMMISSIONERS** 

Tina Osborne, Clerk

cc:

Water/Sewer (file) Ed Turner's Personnel file OMB-Sue Spencer

# **BOARD OF COUNTY COMMISSIONERS** WARREN COUNTY, OHIO

# Resolution

Number\_20-0299

Adopted Date \_\_February 25, 2020

ACCEPT RESIGNATION OF VANESSA HENSON, INVESTIGATIVE CASEWORKER II, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION, EFFECTIVE MARCH 13, 2020

BE IT RESOLVED, to accept the resignation, of Vanessa Henson, Investigative Caseworker II, within the Warren County Department of Job and Family Services, Children Services Division, effective March 13, 2020.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann. Upon call of the roll, the following vote resulted:

Mr. Young – yea

Mr. Grossmann - yea

Mrs. Jones – yea

Resolution adopted this 25th day of February 2020.

**BOARD OF COUNTY COMMISSIONERS** 

cc:

Children Services (file) Vanessa Henson's Personnel File OMB - Sue Spencer Tammy Whitaker

# Resolution

Number\_20-0300

Adopted Date \_ February 25, 2020

AUTHORIZE THE POSTING OF THE "INVESTIGATIVE CASEWORKER I OR II" POSITION, WITHIN THE DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION, IN ACCORDANCE WITH THE WARREN COUNTY PERSONNEL POLICY MANUAL, SECTION 2.02(a)

WHEREAS, there exists one opening for an "Investigative Caseworker I or II" position within the Department of Job and Family Services, Children Services Division; and

NOW THEREFORE BE IT RESOLVED, to authorize the posting of the position of "Investigative Caseworker I or II" in accordance with Warren County Personnel Policy Manual, Section 2.02(A); posting to occur for a period of at least seven (7) consecutive calendar days beginning February 21, 2020.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann. Upon call of the roll, the following vote resulted:

Mr. Young - yea Mr. Grossmann - yea Mrs. Jones - yea

Resolution adopted this 25<sup>th</sup> day of February 2020.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

H/R

cc:

Children Services (File)

S. Spencer - OMB

# **BOARD OF COUNTY COMMISSIONERS** WARREN COUNTY, OHIO

# Resolution

Number\_20-0301

Adopted Date \_ February 25, 2020

DESIGNATE FAMILY AND MEDICAL LEAVE OF ABSENCE TO JASON CAMPBELL WITHIN THE WARREN COUNTY GARAGE

WHEREAS, it is necessary to designate a Family and Medical Leave of Absence for Jason Campbell; and

NOW THEREFORE BE IT RESOLVED, to designate Family and Medical Leave of Absence for Jason Campbell not to exceed twelve (12) weeks; pending further documentation from Mr. Campbell's physician.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann. Upon call of the roll, the following vote resulted:

Mr. Young - yea Mr. Grossmann - yea Mrs. Jones - yea

Resolution adopted this 25<sup>th</sup> day of February 2020.

**BOARD OF COUNTY COMMISSIONERS** 

Tina Osborne, Clerk

cc:

Garage (file)

J. Campbell's FMLA file

Sue Spencer

# **BOARD OF COUNTY COMMISSIONERS** WARREN COUNTY, OHIO

# Resolution

Adopted Date February 25, 2020

APPROVE THE DESTRUCTION OF VARIOUS WARREN COUNTY SHERIFF'S OFFICE **EQUIPMENT** 

WHEREAS, the Warren County Sheriff's Office has determined there is no longer any service left in the following;

- 12 expired ballistic vests
- 17 expired TASERS that are not valid for trade in to TASER and are law enforcement sensitive and cannot be sold as listed below:

X120076K9, X12003KPT, X12003K9E, X12002N7E, X12003KFY, X12002NAR, X12002NFH, X12002MT1, X12003FVH, X12003KF4, X12002N4Y, X12002N9F, X12002N1D, X12002MV4, X12003FW2, X12002NOY, X12005Y75

WHEREAS, the Warren County Sheriff's Office plans to dispose of the items properly; and

NOW THEREFORE BE IT RESOLVED, to dispose of the above listed property.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann. Upon call of the roll, the following vote resulted:

Mr. Young - yea Mr. Grossmann - yea Mrs. Jones - yea

Resolution adopted this 25th day of February 2020.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

cc:

Sheriff (file)

B. Quillen – Auditor's Office

# BOARD OF COUNTY COMMISSIONERS WARREN COUNTY, OHIO

# Resolution

Number 20-0303

Adopted Date February 25, 2020

CERTIFICATION OF DELINQUENT WATER AND/OR SEWER ACCOUNTS – WARREN COUNTY WATER AND SEWER DEPARTMENT

WHEREAS, pursuant to Section 7.05G, Warren County Rules and Regulations, all delinquent water and/or sewer accounts with an unpaid balance may be certified to the property owner's real estate tax record; and

NOW THEREFORE BE IT RESOLVED, to certify the attached list of delinquent water and/or sewer accounts to the property owner's real estate tax record. A copy of which is attached hereto and made a part hereof; and

BE IT FURTHER RESOLVED, that the Clerk of this Board is hereby directed to forward a copy of this resolution to the Warren County Auditor.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann. Upon call of the roll, the following vote resulted:

Mr. Young – yea Mr. Grossmann – yea Mrs. Jones – yea

Resolution adopted this 25th day of February 2020.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

CC:

Auditor \_\_\_ (certified)

Water/Sewer (file)

# **RECEIPT**

I certify that I received a copy of the aforesaid resolution on the _	day of	, 2020.
Matt Nolan	Pola	

Warren County Auditor

# 2020 Certification of Delinquent Water/Sewer Accounts

<b>Property Owner Name</b>	Street	City and State	<u>diZ</u>	Account#Auditor#	Auditor #	Parcel #	Water	Sewer	Other	Total
CAMPBELL, DARRIS C.	8435 FRANKLIN-TRENTON	FRANKLIN OH	45005	0601011	1605879	207201007	0.00	215.76	6.0 8.0	215.76
NEACE, HENRY & ELSIE	8516 KINGSTON DR	FRANKLIN OH	45005	0601049	1614959	207181010	00.0	215.76	00.00	215.76
FOX, AARON J. & TARA M.	8594 KINGSTON DR	FRANKLIN OH	45005	0601055	1614886	207181004	0.00	215.76	00.00	215.76
COON, TIM SHAWN & KIM S6678 BERWICK DRIVE	S6678 BERWICK DRIVE	FRANKLIN OH	45005	0601059	1614835	207181001	00.00	209.22	00.0	209.22
OTTO, DENNIS M.	6704 BERWICK DRIVE	FRANKLIN OH	45005	0601062	1614819	207180001	0.00	215.76	0.00	215.76
NEELY, CHARLES E., III	6676 BANBURY DRIVE	FRANKLIN OH	45005	0601063	1614797	207130007	0.00	215.76	00.0	215.76
MURRAY, TIMOTHY J. & VA 8497 FOXBORO COURT	A 8497 FOXBORO COURT	FRANKLIN OH	45005	0601071	1612441	207202009	0.00	215.76	0.0	215.76
RUDD, VAN A. & DONNA S. 8530 FOXBORO COURT	8530 FOXBORO COURT	FRANKLIN OH	45005	0601076	1612492	207129016	00.00	215.76	00.00	215.76
WADDELL, BONNIE L.	6820 BANBURY DRIVE	FRANKLIN OH	45005	0601085	1612603	207129001	0.00	71.92	0.00	71.92
TAYLOR, THOMAS E.	8531 CHESHIRE COURT	FRANKLIN OH	45005	0601086	1612611	207129008	00.00	209.22	00.00	209.22
HAMM, CHRISTOPHER *	6884 LANCASTER DRIVE	FRANKLIN OH	45005	0601098	1612743	207202002	0.00	215.76	0.00	215.76
BRINKLEY, WM. D. & KAY S 8441 KINGSTON DR	3 8441 KINGSTON DR	FRANKLIN OH	45005	0601137	1615041	207255005	0.00	215.76	0.00	215.76
BALDWIN, SUSAN E.	8467 KINGSTON DR	FRANKLIN OH	45005	0601140	1615076	207255003	0.00	215.76	8 0	215.76
NETHERLY, BARBARA JOA 8642 KINGSTON DR	8642 KINGSTON DR	FRANKLIN OH	45005	0601160	1615211	207178005	00.00	215.76	0.00	215.76
KROEGER, DENISE M. & * 6691 BERWICK DR.	6691 BERWICK DR.	FRANKLIN OH	45005	0601165	1615289	207178001	0.00	215.76	0.0	215.76
MILTON, LUNDI Y. & LYNWC6801 BERWICK	C6801 BERWICK	FRANKLIN OH	45005	0601172	1615378	207133001	0.00	135.76	00.00	135.76
BUCK, DANIEL	6786 CASTLEBROOK DRIVE	FRANKLIN OH	45005	0601175	1615394	207132001	0.00	215.76	000	215.76
ADAMS, MARY S.	6773 CASTLEBROOK CT.	FRANKLIN OH	45005	0601180	1616536	207131008	00.00	215.76	00.00	215.76
RAUCH, HEATHER A. & SH	RAUCH, HEATHER A. & SH. 6980 TORRINGTON DRIVE	FRANKLIN OH	45005	0601405	1615475	207131001	0.00	139.22	0.0	139.22
BOWMAN, DANA S	6957 CASTLEBROOK DRIVE	FRANKLIN OH	45005	0601406	1615483	207102022	0.00	215.76	00.00	215.76
WHITAKER, AUDREY Y.	8709 FRANKLIN-TRENTON	FRANKLIN OH	45005	0601407	1601512	207102014	0.00	215.76	0.0	215.76
MILLER, JOHNNY J. & TER	MILLER, JOHNNY J. & TERR8839 FRANKLIN-TRENTON	FRANKLIN OH	45005	0601414	1610783	207102007	0.00	137.30	00.00	137.30
BANKS, KENNETH EWAL	8543 FRANKLIN-TRENTON	FRANKLIN OH	45005	0601437	1605801	207126019	000	215.76	8.0	215.76
BAIL, GERALDINE *	8617 FRANKLIN-TRENTON	FRANKLIN OH	45005	0601441	1605046	207126004	00.00	215.76	00.00	215.76
DAY, RANDY LEE	8635 FRANKLIN-TRENTON	FRANKLIN OH	45005	0601442	1603272	207126003	0.00	215.76	0.00	215.76
BAKER, WILLIAM H. & KIME	BAKER, WILLIAM H. & KIME 6920 CASTLEBROOK DRIVE	FRANKLIN OH	45005	0601449	1614657	207127015	0.00	215.76	00.00	215.76
DAY, KIMBERLY K.	6896 CASTLEBROOK DRIVE	FRANKLIN OH	45005	0601452	1614673	207127017	0.00	215.76	00.0	215.76

Property Owner Name Street	City and State	Zip Accou	Account#Auditor#	Parcel #	Water	Sewer	<u>Other</u>	Total
CHAN, STEVEN 8629 NANWICH COURT	FRANKLIN OH	45005 0601468	38 1612298	207128003	0.00	215.76	00.00	215.76
STEPHEN L. SPITLER & * 8639 NANWICH COURT	FRANKLIN OH	45005 0601469	39 1612271	207128002	0.00	141.14	0.00	141:14
HANCOCK, SCOTT D. & SH 8640 NANWICH COURT	FRANKLIN OH	45005 0601472	72 1612247	207127008	00.00	137.30	00.00	137.30
BLEVINS, RONALD R. 8607 CHESHIRE COURT	FRANKLIN OH	45005 0601477	77 1612174	207127005	0.00	215.76	0.00	215.76
LAMKIN, RUSSELL E. & * 8633 CHESHIRE COURT	FRANKLIN OH	45005 0601480	30 1612158	207127003	0.00	215.76	0.00	215.76
COOK, BENJAMIN R. & 8460 HEATHER COURT	FRANKLIN OH	45005 0601538	38 1612824	206451005	0.00	215.76	0.00	215.76
FRIESZELL, REBECCA A. 8421 HEATHER COURT	FRANKLIN OH	45005 0601542	12 1612875	206453003	0.00	215.76	00.00	215.76
JORDAN, BRADFORD J. 7128 TWIN VIEW DRIVE	FRANKLIN OH	45005 0601546	16 1601741	206453006	0.00	281.14	0.00	281.14
SPICER, LEWIS W. & NANC'8160 FRANKLIN TRENTON	FRANKLIN OH	45005 0601563	33 1604988	206476014	00.00	215.76	0.00	215.76
GATEWOOD, THEODORE, 17161 MARTZ-PAULIN RD.	FRANKLIN OH	45005 0601575	75 1608371	206476018	0.00	215.76	0.00	215.76
YOUNG, LARRY W. & PATR 7223 MARTZ-PAULIN RD.	FRANKLIN OH	45005 0601576	76 1611305	206476002	00.00	215.76	0.00	215.76
MILLIGAN, RODNEY & KELL7950 FRANKLIN-TRENTON	FRANKLIN OH	45005 0601599	99 1610988	205351003	0.00	215.76	0.00	215.76
TURBEN, BRENT J. 7865 FRANKLIN-TRENTON	FRANKLIN OH	45005 0601631	31 1600711	205352009	0.00	215.76	00.00	215.76
HALL, SHARON, * 7937 FRANKLIN-TRENTON	FRANKLIN OH	45005 0601636	36 1604091	205352005	0.00	215.76	0.00	215.76
FREDERICK, KENNETH J. * 7949 FRANKLIN_TRENTON	FRANKLIN OH	45005 0601637	37 1609963	205352004	0.00	215.76	0.00	215.76
WILSON, LORI A. & MARK 7975 FRANKLIN-TRENTON	FRANKLIN OH	45005 0601638	38 1601059	205352002	0.00	215.76	0.00	215.76
CHEEK, RANDALL & EAGLE 7254 MARTZ PAULIN	FRANKLIN OH	45005 0601662	32 1619995	205301005	0.00	215.76	00.00	215.76
DAMRON, JAMIE C. & JONI 18020 TIMBERWIND TRAIL	FRANKLIN OH	45005 0601685	35 1620152	205153017	0.00	215.76	0.0	215.76
MINGE, ANDREW & AMAND 8246 TIMBER FALL CT	FRANKLIN OH	45005 0601693	33 1620065	205154009	0.00	134.22	0.00	134.22
SPRINKLE, TERRY L. & * 7836 TIMBERWIND TRAIL	CARLISLE OHIO	45005 0601698	98 1620157	205326011	00.0	137.21	0.00	137.21
ATLAS SHOWROOM * 7386 TIMBER WOLF DR	FRANKLIN OHIO	45005 0601704	1620170	205320002	0.00	215.76	0.00	215.76
BRAY, SHARON LOUISE 8066 SHARON COURT	FRANKLIN OH	45005 0602029	29 1601091	206229003	0.00	215.76	0.00	215.76
EARNHART, SAMUEL L. & S8097 TRAVIS COURT	FRANKLIN OH	45005 0602035	35 1612948	206228009	00.00	84.52	0.00	84.52
RILEY, DETRA C. ★ 8208 TRAVIS COURT	FRANKLIN OH	45005 0602046	46 1613065	206226002	0.00	123.36	0.00	123.36
HOLT, ROGER WAYNE & L 7969 TODD COURT	CARLISLE OH	45005 0602050	50 1613111	206226006	0.00	215.76	00.00	215.76
PIERMAN, JOHN M. 8149 MARTZ-PAULIN ROAD	CARLISLE OH	45005 0602069	39 1600982	131400018	00'0	215.76	0:00	215.76
NISBET, SEANA & RUSSEL 8751 MARTZ-PAULIN RD.	FRANKLIN OH	45005 0602120	20 1600648	132152020	0.00	203.22	0.00	203.22
MINTON, ROBERT H. & SHA8878 TWIN CREEK DRIVE	FRANKLIN OH	45005 0602125	25 1607707	132152016	0.00	215.76	0.00	215.76

Property Owner Name Street	City and State	diz	Account#	Account#Auditor#	Parcel #	Water	Sewer	Other	Total
HASTY, VERNON L., JR. 8780 TWIN CREEK DRIVE	FRANKLIN OH	45005 (	0602128	1604589	132152001	0.00	215.76	0.00	215.76
ROBINSON, GREGORY A. 8635 TWIN CREEK DRIVE	FRANKLIN OH	45005 (	0602149	1605828	132151019	0.00	215.76	0.00	215.76
DIVIS, GARY E. 8691 TWIN CREEK DRIVE	FRANKLIN OH	45005 (	0602152	1606786	132151016	00.00	209.22	0.00	209.22
LIPPS, ROBERT, JR. & ROB 8747 TWIN CREEK DRIVE	FRANKLIN OH	45005 (	0602155	1610902	132151007	0.00	215.76	0.00	215.76
DESKI, DANIELLE L. 8 * 8765 TWIN CREEK DRIVE	FRANKLIN OH	45005 (	0602156	1607928	132151025	00.00	215.76	0.00	215.76
ROSE, KATHERINE 8794 ORIOLE DRIVE	FRANKLIN OH	45005 (	0602215	1608801	132204009	00:0	215.76	0.00	215.76
MC INTOSH, NATHAN DAVI 8760 ORIOLE DRIVE	CARLISLE OH	45005 (	0602217	1607171	132204011	0.00	209.22	0.00	209.22
SANDLIN, MICHAEL & STE 7553 FLAMINGO DRIVE	FRANKLIN OH	45005 (	0602250	1605089	132176017	0.00	137.30	0.00	137.30
CAMPBELL, JAMES MICHA 7481 FINCH COURT	FRANKLIN OH	45005 (	0602264	1605518	132203001	00.00	281.14	0.00	281.14
BOWMAN, JEREMY LLOYD 7519 FINCH COURT	FRANKLIN OH	45005 (	0602266	1600371	132128019	0.00	215.76	0.00	215.76
O'BRYAN, JASON ERIC & S#7534 FINCH COURT	CARLISLE OH	45005 (	0602269	1606832	132128016	00.00	104.44	00.00	104.44
MC LEAN, DAVID H. 8887 ORIOLE DRIVE	FRANKLIN OH	45005 (	0602273	1606727	132202004	0.00	215.76	00:0	215.76
BARROW, BENNY L. & SAN 8547 STARLING CIRCLE	CARLISLE OH	45005 (	0602314	1604309	132177008	0.00	215.76	00.0	215.76
MC KINLEY, DAVID M. & JU 7672 WRENN DRIVE	FRANKLIN OH	45005 (	0602319	1600354	132126019	0.00	135.60	0.00	135.60
WEISSMAN, ANTON & * 8564 MARTZ-PAULIN RD.	FRANKLIN OH	45005 (	0602410	1610058	132326001	0.00	215.76	0.00	215.76
OWENS, MICHAEL S. & JU 7724 DIAN AVENUE	FRANKLIN OH	45005 (	0602436	1601822	132304014	0.00	215.76	0.00	215.76
HENSON, DANIEL D. 7734 KAY AVENUE	FRANKLIN OH	45005 (	0602460	1600494	132305023	00.00	281.14	0.00	281.14
MEYER, BERNIDA A. 7707 LYN DRIVE	CARLISLE OH	45005 (	0602465	1608339	132354017	0.00	215.76	000	215.76
ROSE, DAVID L. & CRYSTA 7759 LYN DRIVE	CARLISLE OH	45005 (	0602469	1607936	132354015	0.00	137.30	0.00	137.30
BARRETT, STEVEN B. & * 7789 LYN DRIVE	FRANKLIN OH	45005 (	0602471	1600541	132354013	00'0	215,76	0.00	215.76
BOWLIN, PATRICIA L., * 7848 LYNN DRIVE	FRANKLIN OH	45005 (	0602480	1611267	132353016	0.00	281.14	0.00	281.14
MEYER, LEWIS A. & MIRAG 7702 LYN DRIVE	FRANKLIN OH	45005 (	0602487	1604449	132353022	0.00	215.76	0.00	215.76
JACKSON, DARLA 7827 KAY STREET	FRANKLIN OH	45005 (	0602493	1608789	132353009	0.00	215.76	0.00	215.76
BUTLER, SARAH R. & * 7876 MARCIA DRIVE	FRANKLIN OH	45005 (	0602507	1608452	132354008	0.00	215.76	00:00	215.76
WISE, JAIME M. 7901 MARCIA DRIVE	FRANKLIN OH	45005 (	0602509	1601547	132355002	0.00	215.76	0.00	215.76
HENRY, RODNEY & JENNI 8179 SUE DRIVE	FRANKLIN OH	45005 (	0602522	1608444	132351010	000	281.14	00:0	281.14
LINDBERG, CHARLES A. & *8088 MARTZ-PAULIN RD.	FRANKLIN OH	45005 (	0602532	1601407	132352002	0.00	71.14	0.00	71.14
BECKER, JANET E. & BOOH7958 DUBOIS ROAD	FRANKLIN OH	45005 (	0602537	1609009	132352014	0.00	215.76	0.00	215.76

Property Owner Name Street	City and State	Zip Ac	count#/	Account#Auditor#	Parcel #	Water	Sewer	Other	Total
CARPENTER, LINDA G. & R 7851 KAYE DRIVE	FRANKLIN OH	45005 06	0602589	1611011	205105014	00.00	137.30	0.00	137.30
HURSH, DIANE 7786 GAYLE DRIVE	FRANKLIN OH	45005 06		1605577	205105008	0.00	137.30	0.00	137.30
ISBEL, PAUL E & KRISTI 7686 ANNE DRIVE	FRANKLIN OH	45005 06	0602606	1600117	205152005	00.00	215.76	0.00	215.76
OWSLEY, RICHARD D. & B 7642 ANNE DRIVE	FRANKLIN OH	45005 06	0602608	1607863	205152007	0.00	115.76	0.00	115.76
ROBERTS, MAXINE FAYE 7781 JILL LANE	FRANKLIN OH	45005 06	0602626	1608673	205154002	00.00	102.02	0.00	102.02
MC KNIGHT, CLINTON & M 7881 JILL LANE	FRANKLIN OH	45005 06	0602630	1603817	205153008	0.00	215.76	0.00	215.76
ALEXANDER, JAMES W. & S7903 JILL LANE	CARLISLE OH	45005 06	0602631	1609971	205153007	0.00	215.76	0.00	215.76
BAILEY, RUTH P. 7927 JILL LANE	FRANKLIN OH	45005 06	. 2692090	1600109	205153006	0:00	215.76	0.00	215.76
STACY, BRIAN T. 8 * 7947 JILL LANE	CARLISLE OH	45005 06	0602633	1611089	205153005	00.00	215.76	0.00	215.76
HUDSON, ROBERT G. & SA 7665 ANNE DRIVE	FRANKLIN OH	45005 06	0602638	1605208	205151012	00.00	71.92	0.00	71.92
CONDER, KEVIN RONALD 7685 ANNE DRIVE	FRANKLIN OH	45005 06	0602639	1604597	205151011	00:00	215.76	0.00	215.76
SCHUL, MARTIN E. & STEP 7945 LOWE DRIVE	CARLISLE OH	45005 06	0602641	1603027	205151009	0.00	215.76	0.0 0.0	215.76
ROUTSON, JACOB A. & TI 7851 ANNE DRIVE	FRANKLIN OH	45005 06	0602663	1607871	205103012	00.00	215.76	0.00	215.76
CORWIN, PEYTON 7804 SHERI LANE	FRANKLIN OH	45005 06	. 699Z090	1602403	205102016	0.00	215.76	0.00	215.76
HATFIELD, KENNETH & EV 7777 DUBOIS ROAD	FRANKLIN OH	45005 06	0602675	1610287	205102009	00.00	215.76	00.00	215.76
SKILES, TONY L. & SUSAN N7726 MARTZ-PAULIN ROAD	FRANKLIN OH	45005 06	. 2697090	1606212	205151001	0.00	137.30	0.0	137.30
GRIFFIN, TIMOTHY L. & 7708 MARTZ-PAULIN RD.	FRANKLIN OH	45005 06	0602696	1604244	205151002	00.00	215.76	0.00	215.76
MOORE, VERNIE L. 7458 MARTZ-PAULIN RD.	FRANKLIN OH	45005 06	. 2022090	1608576	205301002	00.0	215.76	0.00	215.76
JOHNSON, JANET A. & * 7633 GAYL DRIVE	FRANKLIN OH	45005 06	0602710	1608932	205152011	00.00	215.76	0.00	215.76
ODITT, RANDY G. 7665 GAYL DRIVE	FRANKLIN OH	45005 06	0602712	1605984	205152009	0.00	215.76	0.00	215.76
MARTZ, RONALD V. & DALE9961 GERMANTOWN PIKE	FRANKLIN OH	45005 06	0604107	1620358	129301010	00.00	431.52	0.00	431.52
KRAUSE, MIKE 8801 DAYTON-OXFORD RD.	FRANKLIN OH	45005 06	0604565	1606344	134202020	8 0	215.76	0.00	215.76
A & A COOK ENTERPRISES 5405 DAYTON OXFORD RD	FRANKLIN OH	45005 06	0604581	1602195	134202044	0.00	215.76	0.00	215.76
SMITH, LESHA M. 8831 CAM DRIVE	CARLISLE OH	45005 06	0604593	1606671	134128018	0.00	215.76	0.00	215.76
ROBINSON, WENDELL H. & 5651 FAIRVIEW AVENUE	CARLISLE OH	45005 06	0604979	1602918	134126026	00.00	281.14	0.00	281.14
ALEXANDER, ANTHONY L. & 797 FAIRVIEW AVENUE	CARLISLE OH	45005 06	0604987	1608665	134101004	00'0	215.76	0.00	215.76
KERNS, CHARLES STEWAR9306 DAYTON-OXFORD RD.	FRANKLIN OH	45005 06	0605001	1605691	127426001	00.00	215.76	0.00	215.76
JOHINSON, ROGER D. & SH 9138 HERITAGE ROAD	CARLISLEOH	45005 06	0605024	1604279	127477010	0.00	215.76	0.00	215.76

Property Owner Name Street	City and State	Zip Accoun	Account#Auditor#	Parcel #	Water	Sewer	<u>Other</u>	Total
CENTERS, JAMES K. & 9024 HERITAGE ROAD	FRANKLIN OH	45005 0605030	1601482	127477016	0.00	209.22	0.00	209.22
BAKER, JON RYAN & HEAT 5229 MONTGOMERY AVE	FRANKLIN OH	45005 0605045	5 1605003	127476002	0.00	215.76	0.00	215.76
NICHOLS, JOSHUA D. & 9162 KIPTON DRIVE	FRANKLIN OH	45005 0605051	1605526	127476009	0.00	215.76	00.0	215.76
BANGE, PAUL L. & MARY E. 9143 KIPTON DRIVE	FRANKLIN OH	45005 0605059	1602004	127455012	00:0	215.76	0.00	215.76
REID, RONALD R. 8992 DAYTON-OXFORD RD.	CARLISLE OH	45005 0605081	1602276	127455028	00.00	215.76	00.00	215.76
LAKES, BOBBY J., JR. & 8798 FRANKLIN TRENTON	CARLISLE OH	45005 0605106	3 1617222	206368002	0.00	215.76	0.00	215.76
BAUGHN, THOMAS M. 8910 PEBBLESTONE CT.	CARLISLE OH	45005 0605122	1618253	206354008	00.00	215.76	0.00	215.76
BERRY, RYAN D. 7214 BROOKSTONE DR	CARLISLE OH	45005 0605138	1618415	206362002	0.00	215.76	0.00	215.76
TAYLOR, NATHAN A. & KEE 8893 PEBBLESTONE CT.	CARLISLE OH	45005 0605147	7 1618180	206354002	00.00	215.76	00.00	215.76
MC CRAREY, CHARLES D. 87392 BROOKSTONE DR	CARLISLE OH	45005 0605158	3 1618695	206362010	0.00	215.76	0:00	215.76
STAGGS, JASON S. & CHRI 7430 BROOKSTONE DR	CARLISLE OH	45005 0605161	1618660	206362007	00.00	215.76	0.00	215.76
WALLACE, TEENA M. 7310 BROOKSTONE DRIVE	FRANKLIN OH	45005 0605196	3 1618759	206362016	0.00	215.76	0.0	215.76
WOODSON, RONALD E. & R7296 BROOKSTONE	CARLISLE OH	45005 0605197	, 1618768	206362017	00.00	209.22	0.00	209.22
WALKER, CALVIN E. & SAM 7256 BROOKSTONE CT	FRANKLIN OH	45005 0605200	) 1618792	206362020	00:00	215.76	0.00	215.76
WEBB, LISA G. & MICHAEL 8925 PERRY AVE	CARLISLE OH	45005 0605210	1619241	206354013	00.00	190.76	00.00	190.76
BLANTON, WILLIAM 7140 FRANKLIN-MADISON	CARLISLE OH	45005 0605218	3 1619322	206354021	0.00	215.76	0.00	215.76
FRIESZELL, JEFFREY S. 8956 PERRY AVE	CARLISLE OH	45005 0605225	1618962	206322027	00.00	215.76	00.00	215.76
COKELEY, MELINDA DENI 8940 PERRY AVE	CARLISLE OH	45005 0605226	3 1618970	206322026	0.00	215.76	8.0	215.76
OLIVER, CHRIS ALAN & ANG8924 PERRY AVE	CARLISLE OH	45005 0605227	7 1618989	206322025	00.00	215.76	0.00	215.76
CAMPBELL, BOBBY & ROB 8910 PERRY AVE	CARLISLE OH	45005 0605228	3 1618997	206322024	0.00	231.14	0.00	231.14
LARISON, CHRISTOPHER &7301 PINEWOOD DR	CARLISLE OH	45005 0605237	7 1619080	206322015	0.00	215.76	0.00	215.76
NYE, JEFF, TRUSTEE * 7315 PINEWOOD DR	FRANKLIN OH	45005 0605238	3 1619098	206322014	0.00	215.76	0.00	215.76
LONG, AMANDA E. 7326 PINEWOOD DR	CARLISLE OH	45005 0605242	2 1619136	206322010	0.00	215.76	0.00	215.76
BASS, HEATHER 8736 FRANKLIN-TRENTON	CARLISLE OH	45005 0605352	1619500	206368013	0.00	215.76	0.00	215.76
BROWN, RICHARD R. & GI 7029 COUNTRY WALK DR	CARLISLE OH	45005 0605354	1619527	206368015	0.00	215.76	0.00	215.76
RYAN, NICHOLAS A. & * 8737 APPLERIDGE CT	CARLISLE OH	45005 0605358	3 1619560	206368019	0.00	215.76	0.00	215.76
TURNMIRE, JEREMY 8698 APPLERIDGE CT	CARLISLE OH	45005 0605363	3 1619616	206362025	0.00	215.76	0.00	215.76
FITZPATRICK, RALPH 8731 BUTTERFIELD CT	CARLISLE OH	45005 0605369	1619675	206362031	0.0	215.76	0.00	215.76

# 2020 Certification of Delinquent Water/Sewer Accounts

District 6 CARLISLE SEWER

Property Owner Name	Street	City and State	diZ	Account#	Account#Auditor#	Parcel #	Water	Sewer	Other	Total
STACY, CHRISTOPHER E. 88730 BUTTERFIELD CT	88730 BUTTERFIELD CT	CARLISLE OH	45005	0605372 1619705	1619705	206362034	00.00	215.76	0.00	215.76
KITCHEN, BRIAN & CRYSTA8671 GINGERWOOD CT	48671 GINGERWOOD CT	CARLISLE OH	45005	0605379 1620012	1620012	206362041	0.00	215.76	0.00	215.76
WILLIAMS, BRITT A.	8732 SWEETBRIAR CT	CARLISLE OH	45005	0605400	1620033	206362062	00.00	127.76	0.00	127.76
ADAMS, JOSHUA N.	8688 SWEETBRIAR CT	FRANKLIN OH	45005	0605403 1620036	1620036	206362065	0.00	208.22	00.0	209.22
GOSS, RACHEL L.	7472 COUNTRY WALK DR	FRANKLIN OH	45005	0605436 1620100	1620100	206362098	00.00	215.76	0.00	215.76
CHATTERTON, DANIEL & *	CHATTERTON, DANIEL 8 * 7444 COUNTRY WALK DR	CARLISLE OH	45005	45005 0605438 1620102	1620102	206362100	00.0	215.76	00:0	215.76
FAHRNEY, THOMAS D. & *	FAHRNEY, THOMAS D. & * 7402 COUNTRY WALK DR	FRANKLIN OH	45005	0605441	1620105	206393022	0.00	231.14	0.00	231.14
NEASE, JASON D. & BETH	NEASE, JASON D. & BETH 47332 COUNTRY WALK DR	CARLISLE OH	45005	0605446 1620110	1620110	206393027	00.0	215.76	0.00	215.76
WALSH, MICHAEL A.	7276 COUNTRY WALK DR	CARLISLE OH	45005	0605450	1620042	206393015	00.00	215.76	0.00	215.76

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# 2020 Certification of Delinquent Water/Sewer Accounts

District 7 DALE ACRES - SEWER

Property Owner Name	Street	City and State	Zip	Account#	Account#Auditor#	Parcel #	Water	Sewer	Other	Total
SELLS, BRADLEY & TARA	10329 ELIZABETH ST.	GOSHEN OH	45122	0700016	2617251	1713152014	00:00	115.65	0.00	115.65
MANSFIELD, DEBBIE L. *	10397 ELIZABETH ST.	GOSHEN OH	45122	0700021	2604809	1713152009	00.00	92.46	0.00	92.46
TERRY, WAYNE & LATISHA 10493 ELIZABETH ST	10493 ELIZABETH ST.	GOSHEN OH	45122	0700028	2607484	1713152002	00.00	89.66	0.00	89.66
RATLIFF, SCOTT	5323 VALLEY VIEW DRIVE	MORROW OHIO	45152	0701189	2637360	1718170012	00.00	63.18	0.00	63.18
MEISTERHANS, JOHN P. & 5313 VALLEY VIEW DR	5313 VALLEY VIEW DR	MORROWOH	45152	0701190	2637361	1718170013	0.00	113.15	0.00	113.15
RIEGNER, LORA L.	5121 APPALOOSA CIRCLE	MORROW OH	45152	0704044	2633828	1724202010	00.00	127.83	0.00	127.83
BLINN, MACIE P.	5266 APPALOOSA CIRCLE	MORROW OH	45152	0704071	2634491	1724203032	0.0	92.46	0.00	92.46
SCHLAKE, BRADLEY ROBE 5275 APPALOOSA CIR	5275 APPALOOSA CIR	MORROW OH	45152	0704073	2634493	1724202015	00.00	93.71	0.00	93.71
BEDOFF, LINDA & STEVEN 5197 APPALOOSA	5197 APPALOOSA	MORROWOH	45152	0704084	2634504	1724202026	0.0	92.46	0.00	92.46
RAMSEY, ANTHONY W.	5575 APPALOOSA CIRCLE	MORROW OH	45152	0704089	2635935	1724204039	00.00	92.46	0.00	92.46
CORELLI, RICHARD & MAR 5280 APPALOOSA CIRCLE	5280 APPALOOSA CIRCLE	MORROWOH	45152	0704117	2635963	1724203052	0.00	154.23	0.00	154.23
EBY, ROBERT A.	5567 SHETLAND CT	MORROW OHIO	45152	0704139	2637365	1724203060	0.00	92.46	0.00	92.46
PYLE, ANDREW W. AKA *	5646 SHETLAND CT	MORROWOH	45152	0704156	2637383	1724203078	0.00	239.27	0.00	239.27
COX, IAN W.	5576 SHETLAND CT	MORROW OH	45152	0704165	2637392	1724203087	0.00	214.02	0.00	214.02
PICK, KETTH G.	5415 APPALOOSA CIRCLE	MORROW OHIO	45152	0704170	2637397	1724204044	00:00	58.84	0.00	58.84
WATSON, SCOTT & AMY C. 5454 APPALOOSA CIRCLE	5454 APPALOOSA CIRCLE	MORROW OH	45152	0704180	2637407	1724203095	00.00	127.31	0.00	127.31
PIKE, JOSHUA A. & *	5472 APPALOOSA CIRCLE	MORROWOH	45152	0704181	2637408	1724203096	0.00	224.17	0.00	224.17
WITTE, JASON P.	2590 MORGAN DR	MORROW OH	45152	0705020	2635732	1724130002	0.00	111.14	0.00	111.14
PARRIS, REBEKAH L. &	5257 MAN O WAR DRIVE	MORROW OHIO	45152	0705072	2636534	1724144012	0.00	190.43	0.00	190.43
WRIGHT, RALPH E. & KELL 2660 AFFIRMED DR	2660 AFFIRMED DR	MORROW OH	45152	0705098	2636560	1724263003	0.00	141.11	0.00	141.11
ANTONY, CIMI & SIMPSON, 2699 AFFIRMED DR	2699 AFFIRMED DR	MORROWOHIO	45152	0705113	2636575	1724406001	0.00	124.50	0.00	124.50
HOLZER, ALEXANDER R. & 2693 UNBRIDLED WAY	2693 UNBRIDLED WAY	MORROW OHIO	45152	0705224	2638225	1724424011	00.00	96.33	0.00	96.33
BARNES, HOLLY	3098 YELLOWTAIL TERRAC	MORROWOH	45152	0706002	2635982	1718110002	00.00	76.77	0.00	76.77
BALL, RONALD R., III	3027 YELLOWTAIL TERRAC	MORROW OHIO	45152	0706019	2635999	1718110019	0.00	205.09	0.00	205.09
SCHMIDT, SCOTT G. & MIC 3084 VILLAGE VIEW LN	3084 VILLAGE VIEW LN	MORROWOH	45152	0706052	2636032	1718110052	00.0	127.51	0:00	127.51
BADER, JOSEPH	5344 HOPEWELL VALLEY D	MORROW OH	45152	0706068	2636048	1718180010	0.00	121.69	0.00	121.69
CHACON, JENNIFER & LAN 3160 SHADOW RIDGE CT	3160 SHADOW RIDGE CT	MORROWOH	45152	0706072	2636052	1718180014	0.0	150.59	0.00	150.59

# 2020 Certification of Delinquent Water/Sewer Accounts

District 7 DALE ACRES - SEWER

Property Owner Name	Street	City and State	<u>diZ</u>	Account#	Account#Auditor#	Parcel #	Water	Sewer	Other	Total
ATKINS, ALBERT & DENISE 3172 SHADOW RIDGE CT	: 3172 SHADOW RIDGE CT	MORROW OH	45152	0706074	2636054	0706074 2636054 1718180016	0.00	98.09	0.00	98.09
YANG, HONG	3178 SHADOW RIDGE CT	MORROWOH	45152	0706075	2636055	45152 0706075 2636055 1718180017	0.00	103.85	0.00	103.85
JACKSON, DEREK	3161 YELLOWTAIL TERRAC	MORROW OH	45152	0706143	2637223	0706143 2637223 1718130007	0.00	98.29	0.00	98.29
REICHLE, CLIFFORD & *	1272 BROOKCHASE CIRCLE MAINEVILLE OHIO		45039	0743012	2636854	45039 0743012 2636854 1728145006	00'0	58.84	0.00	58.84
KRUMMEN, KRISTY & *	7565 TURNBERRY CT	MAINEVILLE OH	45039	0743028	2636870	0743028 2636870 1728104035	00.0	199.34	00.00	199.34
FRANCISCO. HIAWATHA 7620 HARWOOD COURT	7620 HARWOOD COURT	MAINEVILLE OHIO	45039	0743050	2637263	45039 0743050 2637263 1728155001	0.00	252.62	0.00	252.62
LIKE, EVAN K. & NICOLE E. 1455 EAGLE CT	1455 EAGLE CT	MAINEVILLE OH	45039	0744029	2637180	2637180 1728335010	0.00	243.57	0.00	243.57
ABBEY HATTON	1747 MOUNTS RD	MORROWOH	45152	45152 0745913 4637082	4637082		0.00	139.28	0.00	139.28
MICHAEL P MCFARLAND J 1630 DOWN CT	1630 DOWN CT	MORROW OHIO	45152	45152 0745974 4637132	4637132	Ψ	0.00	129.50	0.00	129.50

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# Resolution Number 20-0304

Adopted Date \_ February 25, 2020

ACKNOWLEDGE AND ACCEPT EXCESS LOSS INSURANCE POLICY WITH ARCH INSURANCE RELATIVE TO THE WORKERS' COMPENSATION PROGRAM EFFECTIVE **JANUARY 1, 2020** 

BE IT RESOLVED, to acknowledge and accept the excess loss insurance policy with Arch Insurance for policy effective January 1, 2020; policy attached hereto and made a part hereof.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann. Upon call of the roll, the following vote resulted:

Mr. Young - yea

Mr. Grossmann - yea

Mrs. Jones – yea

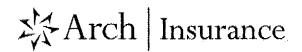
Resolution adopted this 25th day of February 2020.

**BOARD OF COUNTY COMMISSIONERS** 

HR/

cc:

**OMB** File Benefits file Adam Balls, World Risk Arch Insurance T Whitaker, OMB



Arch Insurance Group 300 Plaza Three Jersey City, NJ 07311 T: 201.743.4000

F: 201.743.4005 archinsurance.com

# NOTICE TO POLICYHOLDERS WITH REGARD TO PROVIDING ANY NOTICE, REPORT OR CLAIM TO US

All notices, reports or claims you are required to provide to us under this policy should be directed to Arch at the following address:

Arch Insurance Group P.O. Box 542033 Omaha, Nebraska 68154



# Signature Page

IN WITNESS WHEREOF, Arch Insurance Company has caused this policy to be executed and attested.

John Mentz

President

Patrick K. Nails

Secretary

# U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. Please read this Notice carefully.

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- · Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – http://www.treas.gov/ofac.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.



# ARCH INSURANCE COMPANY

(A Missouri Corporation)

Home Office Address: 3100 Broadway, Suite 511 Kansas City, MO 64111 Administrative Address: One Liberty Plaza, 53rd Floor New York, NY 10006 Tel: (800) 817-3252

# SPECIFIC EXCESS WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

# **DECLARATIONS- OHIO**

Policy Number: WCX 0059344 04

Item 1: Named Insu Address: 40	<b>red:</b> Warren Count 06 Justice Drive, Le			
	<b>ame:</b> World Risk M ) North Orange Ave	lanagement enue, Suite 500, Orlan	do, FL 32801	
Item 2: Policy Period:	Inception Date:	January 1, 2020	Expiration Date:	January 1, 2021

at 12:01 A.M. Standard Time at your mailing address as shown in Item 1 above.

Item 3: This insurance applies to the Workers Compensation and Occupational Disease Laws of the following states: Ohio

Item 4: Premiums

Estimated Total Annual Remuneration: \$ 65,564,844

Rate per \$100 of Remuneration: .1443

Deposit Premium: \$94,610

(Terrorism Premium Included In Policy Premium): \$2,838

Minimum Premium: \$85,149

Item 5: Your Retained Limit

Excess Workers Compensation Insurance and Excess Employers Liability Insurance:

Your Retained Limit - Each Accident

\$750,000

Your Retained Limit- Disease, Each Employee

\$ 750,000

# Item 6: Our Limit of Liability

A. Part One – Excess Workers Compensation Insurance:

Our Limit of Liability - Each Accident \$ Statutory

Our Limit of Liability - Disease, Each Employee \$ Statutory

B. Part Two – Excess Employers Liability Insurance:

Our Limit of Liability - Each Accident \$1,000,000

Our Limit of Liability - Disease, Each Employee \$1,000,000

Our Limit of Liability - Aggregate \$1,000,000

Policy Forms and Endorsements: See Schedule of Endorsements Forming a Part of this Policy

feet

Authorized Representative:

Date: January 24, 2020

# SCHEDULE OF FORMS AND ENDORSEMENTS

NAMED INSURED: Warren County Comm	ssioners	TERM: January 1, 2020 to Janu	uary 1, 2021
POLICY NUMBER: WCX 0059344 04			

1	FORM NO.	TITLE
	00 GL0386 00 (01 08)	Losses Redefined to Include Allocated Loss Adjustment Expenses Endorsement
	00 GL0398 36 (05 09)	Ohio International Acts Exclusion Deletion Endorsement
	00 GL0253 00 (01 15)	Terrorism Risk Insurance Program Reauthorization Act Disclosure Endorsement
	00 GL0403 36 (05 09)	Ohio Amendatory Endorsement
	00 GL0401 00 (01 08)	Specific Excess Workers Compensation and Employers Liability Insurance Policy
		·
		00 GL0386 00 (01 08)  00 GL0398 36 (05 09)  00 GL0253 00 (01 15)  00 GL0403 36 (05 09)

# THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# LOSSES REDEFINED TO INCLUDE ALLOCATED LOSS ADJUSTMENT EXPENSES ENDORSEMENT

This endorsement modifies insurance provided under the following:

SPECIFIC EXCESS WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

- 1. PART FIVE DEFINITIONS, E. "Loss(es)" is deleted in its entirety and replaced by the following:
- E. "Loss(es)" means any payments for benefits required to be paid by you under the "Workers Compensation Law" or any payments for damages arising out of "bodily injury by accident" or "bodily injury by disease" covered either by PART ONE or PART TWO of this policy. "Loss(es)" include "allocated loss adjustment expenses".
- 2. PART SEVEN ALLOCATED LOSS ADJUSTMENT EXPENSES is deleted in its entirety.

All other terms and conditions of this policy remain unchanged.

Endorsement Number: 1

Policy Number: WCX 0059344 04

Named Insured: Warren County Commissioners

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: January 1, 2020

00 GL0386 00 (01 08) Page 1 of 1

# THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. OHIO INTENTIONAL ACTS EXCLUSION DELETION ENDORSEMENT

This endorsement modifies insurance provided under the following:

SPECIFIC EXCESS WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

PART TWO – EXCESS EMPLOYERS LIABILITY INSURANCE, D. EXCLUSIONS – PAYMENTS YOU MUST MAKE, Exclusion 5. is deleted provided that the:

- 1. "Bodily injury" arises out of and in the course of the injured employee's employment by you;
- 2. Employment is necessary or incidental to work conducted by you in Ohio;
- 3. "Bodily injury by accident" occurs during the "policy period";
- 4. Injured employee normally is employed in Ohio; and
- 5. "Bodily injury by disease" is caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such "bodily injury by disease" must occur during the "policy period".

All other terms and conditions of this policy remain unchanged.

Endorsement Number: 2

Policy Number: WCX 0059344 04

Named Insured: Warren County Commissioners

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: January 1, 2020

00 GL0398 36 (01 08) Page 1 of 1

# THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT DISCLOSURE ENDORSEMENT

This endorsement addresses the requirements of the Terrorism Risk Insurance Act of 2002 as amended and extended by the Terrorism Risk Insurance Program Reauthorization Act of 2015.

### **Definitions**

The definitions provided in this endorsement are based on and have the same meaning as the definitions in the Act. If words or phrases not defined in this endorsement are defined in the Act, the definitions in the Act will apply.

"Act" means the Terrorism Risk Insurance Act of 2002, which took effect on November 26, 2002, and any amendments thereto including any amendments resulting from the Terrorism Risk Insurance Program Reauthorization Act of 2015.

"Act of Terrorism" means any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security, and the Attorney General of the United States as meeting all of the following requirements:

- a. The act is an act of terrorism.
- b. The act is violent or dangerous to human life, property or infrastructure.
- c. The act resulted in damage within the United States, or outside of the United States in the case of the premises of United States missions or certain air carriers or vessels.
- d. The act has been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

"Insured Loss" means any loss resulting from an act of terrorism (including an act of war, in the case of workers compensation) that is covered by primary or excess property and casualty insurance issued by an insurer if the loss occurs in the United States or at the premises of United States missions or to certain air carriers or vessels.

"Insurer Deductible" means, for the period beginning on January 1, 2015, and ending on December 31, 2020, an amount equal to 20% of our direct earned premiums, during the immediately preceding calendar year.

Endorsement Number: 3

Policy Number: WCX 0059344 04

Named Insured: Warren County Commissioners

This endorsement is effective on the inception date of this policy unless otherwise stated herein.

Endorsement Effective Date: January 1, 2020

00 GL0253 00 (01 15) Page 1 of 3

# TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT DISCLOSURE ENDORSEMENT

## Limitation of Liability

The Act limits our liability to you under this policy. If aggregate Insured Losses exceed \$100,000,000,000 in a calendar year and if we have met our Insurer Deductible, we are not liable for the payment of any portion of the amount of Insured Losses that exceeds \$100,000,000,000; and for aggregate Insured Losses up to \$100,000,000,000,000, we will pay only a pro rata share of such Insured Losses as determined by the Secretary of the Treasury.

## **Policyholder Disclosure Notice**

- 1. Insured Losses would be partially reimbursed by the United States Government. If the aggregate industry Insured Losses exceeds:
  - a. \$100,000,000 with respect to such Insured Losses occurring in calendar year 2015, the United States Government would pay 85% of our Insured Losses that exceed our Insurer Deductible.
  - \$120,000,000 with respect to such Insured Losses occurring in calendar year 2016, the United States Government would pay 84% of our Insured Losses that exceed our insurer Deductible.
  - c. \$140,000,000 with respect to such Insured Losses occurring in calendar year 2017, the United States Government would pay 83% of our Insured Losses that exceed our Insurer Deductible.
  - d. \$160,000,000 with respect to such Insured Losses occurring in calendar year 2018, the United States Government would pay 82% of our Insured Losses that exceed our Insurer Deductible
  - \$180,000,000 with respect to such Insured Losses occurring in calendar year 2019, the United States Government would pay 81% of our Insured Losses that exceed our Insurer Deductible.
  - f. \$200,000,000 with respect to such Insured Losses occurring in calendar year 2020, the United States Government would pay 80% of our Insured Losses that exceed our Insurer Deductible.
- 2. Notwithstanding item 1 above, the United States Government will not make any payment under the Act for any portion of Insured Losses that exceeds \$100,000,000,000.
- 3. The additional premium charged for the coverage for Insured Losses under the policy is included in the deposit premium listed in Item 4 of the Declarations Page and is itemized in the Schedule below.

Endorsement Number: 3

Policy Number: WCX 0059344 04

Named Insured: Warren County Commissioners

This endorsement is effective on the inception date of this policy unless otherwise stated herein.

Endorsement Effective Date: January 1, 2020

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# TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT DISCLOSURE ENDORSEMENT

# **SCHEDULE**

State Rate per \$100 of Remuneration

Ohio .0043

All other terms and conditions of this Policy remain unchanged.

Endorsement Number: 3

Policy Number: WCX 0059344 04

Named Insured: Warren County Commissioners

This endorsement is effective on the inception date of this policy unless otherwise stated herein.

Endorsement Effective Date: January 1, 2020

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# THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# **OHIO AMENDATORY ENDORSEMENT**

This endorsement modifies insurance provided under the following:

SPECIFIC EXCESS WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

Notice: Your Retained Limit applies to PART ONE - EXCESS WORKERS COMPENSATION INSURANCE and PART TWO - EXCESS EMPLOYERS LIABILITY INSURANCE of this policy.

- PART ONE EXCESS WORKERS COMPENSATION INSURANCE, Section C. Exclusions Payments You Must Make, Paragraph 1. c. is deleted in its entirety and replaced by the following:
  - c. You fail to comply with a health or safety law or regulation; or
- II. PART SIX YOUR RETAINED LIMIT OUR LIMIT OF LIABILITY is deleted in its entirety and replaced by the following:

## How Your Retained Limit and Our Limit of Liability Apply

Our liability to reimburse for "loss" is limited to the amounts shown in Item 6 of the Declarations Page. These limits apply as explained below.

Regardless of the number of insureds covered by this policy, the number of people who sustain injury or the number of claims made or suits brought, Our Limit of Liability will be for "loss" in excess of Your Retained Limit as stated in Item 5 of the Declarations Page, only up to, but not exceeding, Our Limit of Liability for PART ONE – EXCESS WORKERS COMPENSATION INSURANCE as stated in Items 6 A. of the Declarations Page and for PART TWO – EXCESS EMPLOYERS LIABILITY INSURANCE as stated in 6 B. of the Declarations Page.

Your Retained Limit and Our Limit of Liability stated in the Declarations apply to "losses" paid by you as a qualified self-insurer of Workers Compensations and Employers Liability, and incidental claims paid under PART THREE - OTHER STATES INSURANCE as follows:

- 1. To one or more employees because of "bodily injury by accident".
- 2. To any one employee for "bodily injury by disease".

Your Retained Limit and Our Limit of Liability as stated in 1. and 2.above apply to Part One and Part Two of this policy. Your Retained Limit does not include any amount paid as benefits or damages which would be excluded under this policy. Naming more than one employer in Item 1 of the Declarations Page does not increase Your Retained Limit or Our Limit of Liability.

Endorsement Number: 4

Policy Number: WCX 0059344 04

Named Insured: Warren County Commissioners

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

# **OHIO AMENDATORY ENDORSEMENT**

If a Limit of Liability is shown in Item 6 B. of the Declarations Page for Our Limit of Liability – Aggregate, such amount will be the maximum amount we will reimburse under **PART TWO** of this policy for all "losses" covered under **PART TWO** of this policy. Naming more than one employer in Item 1 of the Declarations Page does not increase Our Limit of Liability - Aggregate.

III. PART SEVEN - ALLOCATED LOSS ADJUSTMENT EXPENSES is deleted in its entirety and replaced by the following:

We will reimburse you for a portion of the "allocated loss adjustment expenses" incurred by you with respect to a covered claim that is excess of Your Retained Limit stated in Item 5 of the Declarations Page.. The amount of your reimbursement will be the percentage of your "allocated loss adjustment expenses" determined by the ratio that the amount of "loss" paid by us bears to the total amount of the "loss". Such payments to reimburse you for "allocated loss adjustment expenses" are in addition to Our Limit of Liability.

Notwithstanding the above, we have no duty to defend any claim or suit. We shall not directly or indirectly represent an employer in the settlement, adjudication, determination, allowance, or payment of Workers' Compensation related claims. We do, however, have the right to join in the defense, trial, or hearing of any claim or suit if we believe the claim or suit may create an obligation for us to reimburse you under the terms of this policy. If we avail ourselves of this right, we will pay any expense we incur.

IV. PART EIGHT – PREMIUMS, C. Final Premium is deleted in its entirety and replaced by the following:

# C. Final Premium

The deposit premium shown in Item 4 of the Declarations Page is an estimate. The final premium will be determined after this policy ends by using the actual, not the estimated, premium basis which includes payroll and all other remuneration paid or payable during the "policy period" for the services of:

- 1. All your officers and employees engaged in work covered by this policy; and
- 2. All other persons engaged in work that could make us liable under PART ONE EXCESS WORKERS COMPENSATION INSURANCE of this policy. If you do not have payroll records for these persons, the contract price for their services and materials may be used as the premium basis. This paragraph 2 will not apply if you give us proof that the employers of these persons lawfully secured their workers compensation obligations.

If this policy is cancelled, final premium will be determined in the following way:

1. If we cancel, final premium will be calculated pro rata based on the time this policy was in force. Final premium will not be less than the pro rata share of the Minimum Premium shown in Item 4 of the Declarations Page.

Endorsement Number: 4

Policy Number: WCX 0059344 04

Named Insured: Warren County Commissioners

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

## OHIO AMENDATORY ENDORSEMENT

- 2. If you cancel, final premium will be more than pro rata; it will be based on the time this policy was in force, and increased by the short rate share which is ninety percent (90%) of the pro rata share of the unearned premium. Final premium will not be less than the short rate share of the Minimum Premium shown in Item 4 of the Declarations Page.
- V. PART NINE CONDITIONS, Condition A. Notice of an Accident, paragraph 4 is deleted in its entirety and replaced by the following:
  - 4. For Excess Employers Liability Insurance claims, you must also:
  - a. Cooperate and assist us, as we may request, in the investigation, settlement claims, or defense of any claim proceeding or suit.
  - b. You or your designated representative must be diligent and exercise prudence and good faith in the investigation, defense and settlement of all claims, suits or proceedings. You or your representative may not unreasonably refuse to settle any claim which, in the exercise of sound judgment, should be settled. However, you or your designated representative must not make or agree to any settlement on a lump sum basis or which would involve indemnity by us without our prior approval.
  - Do nothing after an injury or death occurs that would interfere with our right to recover from others.
- VI. PART NINE CONDITIONS, Condition J. Action Against Us is deleted in its entirety and replaced by the following:

We consent to have suit brought against us in an Ohio court; however, there is no right of action against us by any person or organization to:

- 1. Join us as a party or otherwise bring us into a suit asking for damages from you; or
- 2. Sue us unless all of this policy's terms have been complied with.
- VII. PART NINE CONDITIONS, Condition K. Cancellation or Non-Renewal is deleted and replaced by the following:
  - 1. You may cancel this policy. You must mail or deliver advance notice to us stating when the cancellation is to take effect.
  - 2. Cancellation of policies in effect for ninety (90) days or less.

If this policy has been in effect for ninety (90) days or less, we may cancel this policy by giving you written notice of cancellation at least ten (10) days prior to the effective date of cancellation if the reason for cancellation is non-payment of premium or at least thirty (30) days prior to the effective date of cancellation for any other reasons.

Endorsement Number: 4

00 GL0403 36 (05 09)

Policy Number: WCX 0059344 04

Named Insured: Warren County Commissioners

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

## OHIO AMENDATORY ENDORSEMENT

3. Cancellation of policies in effect for ninety (90) days or more.

If this policy has been in effect for more than ninety (90) days, we may cancel this policy by giving you written notice of cancellation at least ten (10) days prior to the effective date of cancellation if the reason for cancellation is non-payment of premium or at least thirty (30) days prior to the effective date of cancellation if the reasons for cancellation are as follows:

- a. Discovery of fraud or material misrepresentation in the procurement of the insurance or with respect to any claims submitted there under;
- b. Discovery of a moral hazard or willful or reckless acts or omissions on the part of the named insured which increases any hazard insured against;
- c. The occurrence of a change in the individual risk which substantially increases any hazard insured against after the insurance coverage has been issued or renewed except to the extent we could have reasonably have foreseen the change or contemplated the risk in writing the contract;
- d. Loss of applicable reinsurance or a substantial decrease in applicable reinsurance, if the Superintendent has determined that reasonable efforts have been made to prevent the loss of, or substantial decrease in, the applicable reinsurance, or to obtain replacement coverage;
- e. Failure of an insured to correct material violations of safety codes or to comply with reasonable written loss control recommendations; or
- f. A determination by the Superintendent of Insurance that the continuation of the policy would create a condition that would be hazardous to the policyholders or the public.
- 4. If we decide not to renew this policy, an advance written notice of non-renewal will be sent at least thirty (30) days prior to the expiration of the policy. If the notice of non-renewal is mailed less than 30 days prior to the policy expiration date, the policy will remain in effect for 30 days after the notice mailing date, unless the insured notifies us in writing that they accept the renewal as stated.
- 5. The "policy period" will end on the day and hour stated in the cancellation or non-renewal notice.

All other terms and conditions of this policy remain unchanged.

Endorsement Number: 4

Policy Number: WCX 0059344 04

Named Insured: Warren County Commissioners

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

# SPECIFIC EXCESS WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

In return for the payment of the premium and subject to all terms of this policy, we agree with you as follows:

# **GENERAL SECTION**

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations Page. The words "we", "us" and "our" refer to the insurance company shown in the Declarations Page.

Other words and phrases that appear in quotation marks have special meaning. Refer to **PART FIVE** - **DEFINITIONS**.

# A. The Policy

This policy includes at its effective date the Declarations Page, this coverage form and all endorsements and schedules listed. It is a contract between you and us. The terms of this policy may not be changed or waived except by endorsement issued by us to become a part of the policy.

### B. Who is insured

You are insured if:

- 1. You are the employer named in Item 1 of the Declarations Page.
- 2. The employer named in Item 1 of the Declarations Page is a partnership or joint venture, and you are a partner in that partnership or a member of that joint venture, you are an insured, but only in your capacity as an employer of the employees in the partnership or joint venture;
- 3. You are a subsidiary, division or an affiliated company, as hereafter may be constituted, you are an insured, provided, however, that:
  - a. We are notified in writing within thirty (30) days of your becoming a subsidiary, division or an affiliated company;
  - b. We consent in writing to your being an insured hereunder; and
  - c. At least a 51% majority interest in you is owned or controlled by an employer named in Item 1 of the Declarations Page.
- 4. You are a business entity over which an employer named in Item 1 of the Declarations Page has day-to-day management control.

### C. Qualified Self-Insurer

By acceptance of this policy, you represent that you are a qualified self-insurer under the "Workers Compensation Law" of each of the "state(s)" listed in Item 3 of the Declarations Page, and that you will continue to maintain such qualifications during the term that this policy is in effect. Your status as a qualified self-insurer is a condition precedent to coverage. If you are not a duly qualified self-insurer at the date the "bodily injury" covered under this policy occurs no coverage will be afforded under this policy. To the extent that we make any payments with respect to the "bodily injury" covered under this policy that occurred when you were not a qualified self-insurer, you will promptly fully reimburse us for such payments.

## PART ONE - EXCESS WORKERS COMPENSATION INSURANCE

# A. How this Insurance Applies

This Excess Workers Compensation Insurance applies to "bodily injury" provided that the:

- 1. "Bodily injury by accident" occurs during the "policy period"; and
- 2. "Bodily injury by disease" must be caused by or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such "bodily injury by disease" must occur during the "policy period".

## B. We Will Reimburse

You are responsible for all benefit payments required by "Workers Compensation Law". We will reimburse you for the amount of benefits actually paid by you as a qualified self-insurer under the "Workers Compensation Law", that is excess of Your Retained Limit stated in Item 5 of the Declarations Page. This reimbursement by us will not exceed Our Limit of Liability as stated in Item 6 A. of the Declarations Page.

# C. Exclusions - Payments You Must Make

This insurance does not cover, nor is Your Retained Limit satisfied by, any of the following types of payments:

- 1. Payments in excess of any benefits or awards typically provided by the "Workers Compensation Law", including payments required because:
  - a. Of your serious and willful misconduct;
  - b. You knowingly employ an employee in violation of law;
  - You fail to comply with a health or safety law or regulation; however, this does not apply to recommendations promulgated by the Joint Commission for Accreditation of Healthcare.
  - d. Of your discharge, coercion, criticism, evaluation, reassignment, discipline, harassment, discrimination against, defamation, or termination of any employee, or any personnel policies, practices, omissions or acts;
- 2. Payments of fines or penalties imposed for violation of law whether "state" or federal;
- 3. Payments of any obligation imposed by any of the following statutes, or any regulations promulgated under them, including any amendments: the Federal Employers Liability Act (45 USC Section 51-60), the Defense Base Act (42 USC Sections 1651-1654), the Longshore and Harbor Workers' Compensation Act (33 USC Sections 901-950), the Non-Appropriated Fund Instrumentalities Act (5 USC Section 8171-8173), the Outer Continental Shelf Lands Act (43 USC Sections 1331-1356), the Federal Coal Mine Health and Safety Act of 1969 (30 USC Sections 901-942), the Merchant Marine Act of 1920, also known as the Jones Act (46 USC Section 688 as amended), the Migrant and Seasonal Agricultural Worker Protection Act (29 USC Sections 1801-1872 or any other federal workers or workmen's compensation law or other federal occupational disease law.

You are also responsible for payments arising out of operations:

- a. Which you insure with an insurance carrier or for which you are required to purchase a Workers Compensation or Employers Liability Policy;
- b. For which you have formally rejected or opted out of any "Workers Compensation Law"; or
- c. For any benefit payments on domestic employment unless required by law.

## PART TWO - EXCESS EMPLOYERS LIABILITY INSURANCE

# A. How This Insurance Applies

This Excess Employers Liability Insurance applies to "bodily injury by accident" or "bodily injury by disease" provided that the:

- 1. "Bodily injury" arises out of and in the course of the injured employee's employment by you;
- 2. Employment is necessary or incidental to work conducted by you in a "state" listed in Item 3 of the Declarations Page;
- "Bodily injury by accident" occurs during the "policy period";
- Injured employee normally is employed in a "state" listed in Item 3 of the Declarations Page;
   and
- "Bodily injury by disease" is caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such "bodily injury by disease" must occur during the "policy period".

This insurance will only apply if the original suit and any related legal actions for damages for "bodily injury by accident" or "bodily injury by disease" are brought in the United States of America, its territories or possessions or Canada.

# B. We Will Reimburse

You are responsible for all "loss" payments covered under **PART TWO – EXCESS EMPLOYERS LIABILITY INSURANCE** of the policy. We will reimburse you for the amount of "loss" actually paid by you in the settlement of claims, or in satisfaction of verdicts, awards, or judgments that are in excess of Your Retained Limit indicated in Item 5 of the Declarations Page. Our reimbursement will not be more than Our Limit of Liability stated in Item 6 B. of the Declaration Page.

The "loss" we will reimburse, where recovery is permitted by law, includes "loss":

- 1. For care and loss of services:
- For which you are liable to a third party by reason of a claim or suit against you by that third
  party to recover the damages claimed against such third party as a result of injury to your
  employee; and
- 3. For consequential "bodily injury" to a spouse, child, parent, sister, or brother of the injured employee;

provided that these "losses" are the direct consequence of "bodily injury" that arises out of and in the course of the injured employee's employment by you; and

4. Because of "bodily injury" to your employee that arises out of and in the course of employment, claimed against you in a capacity other than as employer.

## C. Excess Stop Gap Insurance

If it is determined by the State Workers Compensation Board or the regulatory authority, that any employee of yours, who is reported and declared under the workers compensation law(s) of the state(s) of North Dakota, Ohio, Washington, West Virginia, Wyoming, Puerto Rico, any territories or possessions of the United States, and any of the provinces of Canada, sustains "bodily injury by accident" or "bodily injury by disease" in the course of his/her employment by you, but is not entitled to receive (or elects not to accept) the benefits provided by the aforementioned law, then we will reimburse you for the amount of "loss" actually paid by you in the settlement of claims, or in satisfaction of verdicts, awards, or judgments that are in excess of Your Retained Limit indicated in Item 5 of the Declarations Page. Our reimbursement will not be more than Our Limit of Liability stated in Item 6 B. of the Declaration Page. You are responsible for all "loss" payments covered under Excess Stop Gap Insurance.

In addition to the Exclusions – Payments You Must Make described in D. below, this insurance shall not cover, nor is Your Retained Limit satisfied by, any of the following types of payments:

- 1. Any premium assessment, penalty, fine or other obligation imposed by any workers compensation law;
- 2. "Bodily injury" suffered or caused by any person knowingly employed by you in violation of any law as to age, or under the age of 14 years, regardless of such law;
- 3. "Bodily injury" suffered or caused by any employee whose remuneration has not been included in the total remuneration upon which the premium for this policy is based; or
- 4. Any claim for "bodily injury" with respect to which you are deprived of any defense or defenses or are otherwise subject to penalty because of default in premium payment under, or any other failure to comply with, the provisions of the workers compensation law or laws of the states named above.

# D. Exclusions – Payments You Must Make

This insurance does not cover, nor is Your Retained Limit satisfied by, any of the following types of payments:

- 1. Liability assumed by any contract or agreement;
- 2. Punitive or exemplary damages and fines arising out of:
  - a. Any "bodily injury" to any employee employed in violation of the law; or
  - Any "bodily injury" intentionally caused or aggravated by you;
- 3. For which insurance liability is prohibited by law, or is contrary to public policy;
- "Bodily injury" to an employee employed in violation of the law with your actual knowledge or acquiescence;
- 5. "Bodily injury" intentionally caused or aggravated by you;

- 6. Any obligation imposed by a workers compensation or occupational disease law, unemployment compensation, or disability benefits law or any similar law;
- 7. "Bodily injury" occurring outside the United States of America, its territories or possessions and Canada. This exclusion does not apply to "bodily injury" to a citizen or resident of the United States of America or Canada who is temporarily outside these countries.
- 8. Any obligation imposed by any of the following statutes, or any regulations promulgated under them, including any amendments: the Federal Employers' Liability Act (45 USC Section 51-60), the Defense Base Act (42 USC Sections 1651-1654) the Longshore and Harbor Workers' Compensation Act (33 USC Sections 901-950), the Non-Appropriated Fund Instrumentalities Act (5 USC Section 8171-8173), the Outer Continental Shelf Lands Act (43 USC Sections 1331-1356), the Federal Coal Mine Health and Safety Act of 1969 (30 USC Sections 901-942), the Merchant Marine Act of 1920, also known as the Jones Act (46 USC Section 688 as amended), the Migrant and Seasonal Agricultural Worker Protection Act (29 USC Sections 1801-1872 or any other federal workers or workmen's compensation law or other federal occupational disease law;
- 9. For which you have formally rejected or opted out of any "Workers Compensation Law";
- 10. Arising out of your discharge, coercion, criticism, evaluation, reassignment, discipline, harassment, discrimination against, defamation, or termination of any employee, or any personnel policies, practices, omissions or acts;
- 11. Fines or penalties imposed for violation of law whether "state" or federal; or
- 12. "Bodily injury" arising out of termination of employment.

#### PART THREE - OTHER STATES INSURANCE

If you begin work after the effective date of this policy in any state, any territory or possession of the United States or any province of Canada, for which you are not insured, or are not a qualified self-insured for such work, this insurance will apply as though that state were listed in Item 3 of the Declarations Page, and will apply in excess of Your Retained Limit listed in Item 5 of the Declarations Page, but only if you notify us in writing within ninety (90) days from the date you begin such work.

Moreover, the coverage provided under PART ONE - EXCESS WORKERS COMPENSATION INSURANCE includes "loss" paid by you as required by the workers or workmen's compensation law of a "state" not listed in Item 3 of the Declarations Page provided the:

- 1. Injured employee was working within the scope of his employment, at your direction;
- 2. Injured employee was regularly employed in a "state" listed in Item 3 of the Declarations Page;
- 3. Work in the other "state" was incidental to work in a "state" listed in Item 3 of the Declarations Page; and
- 4. Work in the other "state" was temporary and transitory.

# PART FOUR - VOLUNTARY COMPENSATION AND EMPLOYERS LIABILITY COVERAGE

#### A. How This Insurance Applies

This insurance applies to "bodily injury by accident" or "bodily injury by disease" provided that the:

- 1. "Bodily injury" must be sustained by an employee included in the group of employees described in Item 3 of the Declarations Page.
- 2. "Bodily injury" must arise out of and in the course of employment necessary or incidental to work in a "state" listed in Item 3 of the Declarations Page.
- 3. "Bodily injury" must occur in the United States of America, its territories or possessions, or Canada, and may occur elsewhere if the employee is a United States or Canadian citizen temporarily away from those places.
- 4. "Bodily injury by accident" must occur during the "policy period".
- 5. "Bodily injury by disease" must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such "bodily injury by disease" must occur during the "policy period".

# B. We Will Reimburse

We will reimburse you for the amount equal to the benefit that is excess of Your Retained Limit stated in Item 5 of the Declarations Page that would be required of you if you and your employee(s) described in Item 3 of the Declarations Page were subject to the "Workers Compensation Laws" of the state(s) of employment listed in Item 3 of the Declarations Page. This reimbursement by us will not exceed Our Limit of Liability as stated in Item 6 A. of the Declarations Page.

# C. Exclusions - Payments You Must Make

This insurance does not cover, nor is Your Retained Limit satisfied by, any of the following types of payments:

- 1. Any obligation imposed by a workers compensation or occupational disease law, unemployment compensation, or disability benefits law or any similar law;
- 2. "Bodily injury" intentionally caused or aggravated by you.

#### D. Our Reimbursement

Before we will reimburse you for the amount equal to the benefits that is excess of Your Retained Limit, the claimants must:

- 1. Release you and us, in writing, of all responsibility for the injury or death;
- 2. Transfer to us the claimant's right to recover from others who may be responsible for the injury or death; and
- 3. Cooperate with us and do everything necessary to enable us to enforce the right of recovery from others.

If the persons entitled to the benefits fail to do these things, our duty to reimburse ends at once. If they claim damages from us for the injury or death, our duty to reimburse ends at once.

#### E. Recovery From Others

If we make a recovery from others, we will keep an amount equal to our expenses of recovery and the benefits we paid. We will pay the balance to the persons entitled to it. If the persons entitled to the benefits of this insurance make a recovery from others, they must reimburse us for the benefits we paid them.

### F. Employers Liability Insurance

**PART TWO – EXCESS EMPLOYERS LIABILITY INSURANCE** applies to "bodily injury" provided under this Part as though the "state" of employment were shown in Item 3, subject to Your Retained Limit indicated in Item 5 of the Declarations Page.

Our reimbursement will not be more than Our Limit of Liability stated in Item 6 B. of the Declarations Page.

#### **PART FIVE - DEFINITIONS**

- A. "Allocated loss adjustment expenses" means the following costs which can be directly allocated to a particular claim:
  - 1. Medical cost containment expenses incurred with respect to a particular claim, whether by an outside vendor or done internally by an employee for the purpose of controlling "losses". These expenses include:
    - a. Bill auditing expenses for any medical or vocational services rendered, including hospital bills (inpatient or outpatient), nursing home bills, physician bills, chiropractic bills, pharmacy charges, medical equipment charges, medical or vocational rehabilitation vendor bills or physical therapy bills.
    - b. Hospital and other treatment utilization reviews.
    - c. Preferred provider network expenses.
    - d. Medical fee review panel expenses.
  - 2. Fees of attorney or authorized representatives where permitted for legal services.
  - 3. Court, Alternative Dispute Resolution and other specific items of expense such as:
    - a. Medical examinations of a claimant to determine the extent of our liability, degree of permanency or length of disability;
    - b. Autopsy;
    - c. Witnesses and summonses;
    - d. Copies of documents and records such as birth and death certificates, and medical treatment records;
    - e. Arbitration fees;
    - f. Surveillance;
    - g. Interest as required by law on awards or judgments; and
    - h. Appeal bonds costs and appeal filing fees.

4. Expenses which are not defined as "losses" and are directly related to and directly allocated to the handling of a particular claim which are required to be performed by statute or regulation.

However, "allocated loss adjustment expenses" do not include:

- Salaries, overhead and traveling expenses of your employees or employees of any claim service company, except for employees while doing activities previously listed as "allocated loss adjustment expenses."
- Fees paid to independent claims professionals or attorneys (hired to perform the functions of claim investigation usually handled by claim adjusters), for developing and investigating a claim so that a determination can be made of the cause, extent or responsibility for the injury or disease, including the evaluation and settlement of covered claims.
- 3. Expenses which are identified as either an indemnity or medical loss.
- B. "Bodily injury" means "bodily injury by accident" and "bodily injury by disease".
- C. "Bodily injury by accident" means an event or circumstance, other than "bodily injury by disease", which is unexpected and unintended from your standpoint and results in injury or impairment to bodily or mental function. The contraction of disease is not an accident within the meaning of the word accident in the term "bodily injury by accident" and only such disease as results directly from "bodily injury by accident" is included within the term "bodily injury by accident". "Bodily injury by accident" includes resulting death. With respect to PART TWO EXCESS EMPLOYERS LIABILITY INSURANCE, assault and battery shall be deemed an accident unless committed by or at your direction.
- D. "Bodily injury by disease" means an illness or sickness, other than "bodily injury by accident", resulting in injury or impairment to the body or mental functions. "Bodily injury by disease" includes resulting death. The term "bodily injury by disease" is not included within the term "bodily injury by accident".
- E. "Loss(es)" means any payments for benefits required to be paid by you under the "Workers Compensation Law" or any payments for damages arising out of "bodily injury by accident" or "bodily injury by disease" covered either by **PART ONE** or **PART TWO** of this policy. "Loss(es)" does not include "allocated loss adjustment expenses".
- F. "Policy period" means the period shown in the Declarations Page. This policy will remain in full effect during the period, unless cancelled as provided in **PART NINE CONDITIONS**, Condition K. of this policy.
- G. "State(s)" means any state(s) of the United States of America and the District of Columbia.
- H. "Workers Compensation Law" means the workers or workmen's compensation law and occupational disease law of the "states" named in Item 3 of the Declarations Page. "Workers Compensation Law" includes any amendments of that law which are in effect during the "policy period". "Workers Compensation Law" does not include provisions of any law that provides non-occupational disability benefits.

#### PART SIX -YOUR RETAINED LIMIT - OUR LIMIT OF LIABILITY

#### How Your Retained Limit and Our Limit of Liability Apply

Our liability to reimburse for "loss" is limited to the amounts shown in Item 6 of the Declarations Page. These limits apply as explained below.

Regardless of the number of insureds covered by this policy, the number of people who sustain injury or the number of claims made or suits brought, Our Limit of Liability will be for "loss" in excess of Your Retained Limit as stated in Item 5 of the Declarations Page, only up to, but not exceeding, Our Limit of Liability for PART ONE – EXCESS WORKERS COMPENSATION INSURANCE as stated in Items 6 A. of the Declarations Page and for PART TWO – EXCESS EMPLOYERS LIABILITY INSURANCE as stated in 6 B. of the Declarations Page.

Your Retained Limit and Our Limit of Liability stated in the Declarations apply to "losses" paid by you as a qualified self-insurer of Workers Compensation and Employers Liability, and incidental claims paid under PART THREE - OTHER STATES INSURANCE as follows:

- 1. To one or more employees because of "bodily injury by accident".
- 2. To any one employee for "bodily injury by disease".

Our Limit of Liability as stated in 1, and 2, above apply separately to **PART ONE** and **PART TWO** of this policy.

Your Retained Limit as stated in 1. and 2. above applies to PART ONE – EXCESS WORKERS COMPENSATION INSURANCE and PART TWO – EXCESS EMPLOYERS LIABILITY INSURANCE of this policy combined. Your Retained Limit does not include any amount paid as benefits or damages which would be excluded under this policy. Naming more than one employer in Item 1 of the Declarations Page does not increase Your Retained Limit or Our Limit of Liability.

If a Limit of Liability is shown in Item 6 B. of the Declarations Page for Our Limit of Liability – Aggregate, such amount will be the maximum amount we will reimburse under **PART TWO** of this policy for all "losses" covered under **PART TWO** of this policy. Naming more than one employer in Item 1 of the Declarations Page does not increase Our Limit of Liability - Aggregate.

#### PART SEVEN - ALLOCATED LOSS ADJUSTMENT EXPENSES

We will reimburse you for a portion of the "allocated loss adjustment expenses" incurred by you with respect to a covered claim. The amount of your reimbursement will be the percentage of your "allocated loss adjustment expenses" determined by the ratio that the amount of "loss" paid by us bears to the total amount of the "loss". Such payments to reimburse you for "allocated loss adjustment expenses" are included in and are not in addition to Our Limit of Liability.

Notwithstanding the above, we have no duty to defend any claim or suit. We do, however, have the right to join in the defense, trial, or hearing of any claim or suit if we believe the claim or suit may create an obligation for us to reimburse you under the terms of this policy. If we avail ourselves of this right, we will pay any expense we incur.

# **PART EIGHT - PREMIUMS**

#### A. Premium

The premium listed in Item 4 of the Declarations Page is due and payable on the effective date of the policy or as identified in a premium payment schedule that has been agreed to by you and us. This premium is an estimated premium and it is subject to adjustment, according to the terms of a premium schedule, agreement, or other endorsement attached to this policy. You will pay the premium even if part or all of a "Workers Compensation Law" is not valid.

# B. Deposit Premium

At the beginning of the "policy period" you must pay us the deposit premium shown in Item 4 of the Declarations Page. At the end of the "policy period":

- 1. You will owe us the amount by which the final premium is greater than the deposit premium; or
- 2. We will owe you the amount by which the deposit premium is greater than the final premium: but in any event, we shall retain the policy Minimum Premium as stated in Item 4 of the Declarations Page.

#### C. Final Premium

The deposit premium shown in Item 4 of the Declarations Page is an estimate. The final premium will be determined after this policy ends by using the actual, not the estimated, premium basis which includes payroll and all other remuneration paid or payable during the "policy period" for the services of:

- 1. All your officers and employees engaged in work covered by this policy; and
- 2. All other persons engaged in work that could make us liable under PART ONE EXCESS WORKERS COMPENSATION INSURANCE of this policy. If you do not have payroll records for these persons, the contract price for their services and materials may be used as the premium basis. This paragraph 2 will not apply if you give us proof that the employers of these persons lawfully secured their workers compensation obligations.

If this policy is cancelled, final premium will be determined in the following way:

- 1. If we cancel, final premium will be calculated pro rata based on the time this policy was in force. Final premium will not be less than the pro rata share of the Minimum Premium shown in Item 4 of the Declarations Page.
- If you cancel, final premium will be more than pro rata; it will be based on the time this policy
  was in force, and increased by our short rate cancellation table and procedure. Final
  Premium will not be less than the short rate share of the Minimum Premium shown in Item 4
  of the Declarations Page.

#### **PART NINE - CONDITIONS**

#### A. Notice of an Accident

- 1. You must give us written notice as soon as possible if an injury to your employee occurs involving:
  - a. Quadriplegia;
  - b. Paraplegia;
  - c. A fatality;
  - d. A major extremity or multiple minor extremity amoutation;
  - e. Partial or total blindness;
  - f. Any serious head injury including but not limited to brain or brain stem injury, or unconsciousness exceeding 24 hours;
  - g. Asbestosis, mesothelioma, silicosis or any other such disease or condition.
  - h. Second or third degree burns over 25 percent or more of the body;
  - Any disability where it appears reasonably likely that there will be a disability greater than one year.
  - j. Any accident which causes serious injury to two or more employees.
- 2. You must also give us prompt written notice if any of the following occurs:
  - a. Any claim or action is commenced against you which exceeds or is likely to exceed 50% of Your Retained Limit shown on the Declarations Page.
  - b. Any disability claims whether or not contested by you where it appears reasonably likely that such disability will exceed one year in duration or where such disability actually exceeds one year in duration; or
  - c. A claim is re-opened in which further award might involve Our Limit of Liability.
- 3. Notice should include all notices of injury you receive, as well as the demand and legal papers related to the injury, claim proceeding or suit.
- 4. You must also:
  - a. Cooperate and assist us, as we may request, in the investigation, settlement, or defense of any claim proceeding or suit.
  - b. You or your designated representative must be diligent and exercise prudence and good faith in the investigation, defense and settlement of all claims, suits or proceedings. You or your representative may not unreasonably refuse to settle any claim which, in the exercise of sound judgment, should be settled. However, you or your designated representative must not make or agree to any settlement on a lump sum basis or which would involve indemnity by us without our prior approval.

 Do nothing after an injury or death occurs that would interfere with our right to recover from others.

# B. Loss Payable

We will reimburse you the amount of "loss" in excess of Your Retained Limit for which we may be liable under this policy. We will reimburse you at such time as:

- 1. Under **PART ONE**, you shall become legally obligated to pay a "loss" and have paid that part of such "loss" which falls within Your Retained Limit.
- 2. Under **PART TWO**, you have become legally obligated to pay a "loss" as a result of any settlement or judgment, and have paid that part of such "loss" which falls within Your Retained Limit.

# C. Appeals

If you or any other insurer elects to appeal a judgment or award, we will not pay any costs or interests incidental to the appeal. We have the right to pursue an appeal at our own cost and expense. If we decide to appeal, our liability on such an award or judgment will not exceed Our Limit of Liability in Item 6 of the Declarations Page, plus the costs, disbursement and interest related to such appeal. Regardless of who elects to appeal, any amounts recovered will be applied as follows:

- 1. First, to our costs and expenses in pursuing the appeal;
- 2. Second, to reimburse any interest (including your interest) that may have paid any amounts in excess of our liability under the policy;
- 3. Then, to reimburse us for all amounts paid under the policy, and
- 4. Lastly, to reimburse all other interest (including your interest), with respect to the residual, if any.

# D. Subrogation – Recovery From Others

In the event of any payment under this policy, we shall be subrogated to all your rights of recovery and the rights of recovery of any person entitled to benefits under this policy against any person or organization. You must do nothing after a "bodily injury" to impair these rights. At our request you will bring suit or transfer those rights to us and help us enforce them. Regardless of who recovers, the amount of recovery will be applied as follows:

- 1. First, to reimburse any interests, (including your interest) that may have paid any amounts in excess of Our Limit of Liability on this policy.
- 2. Then to reimburse us for all amounts paid under the policy.
- 3. Finally, the remainder, if any, to reimburse all other interests (including your interest).

When we have elected to participate in the exercise of your right of recovery, reasonable expenses that result will be apportioned among all interests in the ratio of their respective recoveries.

If there should be no recovery as a result of proceedings brought solely at our request, we will bear the entire expense of such proceedings. In the event of any payment under this policy for a "loss" for which you have waived the right of recovery in a written contract entered into prior to the "bodily injury" covered under this policy, we hereby agree to also waive our right of recovery but only with respect to such "loss".

# E. Inspection

We have the right, but no obligation, to inspect your operations and workplaces. These inspections are not safety inspections. They relate only to the insurability of the workplaces and the premiums to be charged. We may give you reports on the conditions found during these inspections. While these may help reduce "losses", we do not undertake to perform the duty of any person to provide for the health and safety of your employees or the public. We do not warrant that your workplaces are safe or healthful or that they comply with the regulations, laws, codes, or standards.

#### F. Records and Audits

- 1. You must keep records of information needed to compute premium. You will provide any copies of these records upon demand by us.
- We have the right, but not obligation, to examine or audit all of your records that relate to this policy. These records include ledgers, journals, vouchers, contracts, tax reports, payroll and disbursement records. This includes any programs for the storing and retrieving of the data contained by these aforementioned records. Information developed by the audit will be used to determine final premium.
- 3. We may examine and audit your books and records as they relate to this policy at any time during the "policy period" and up to three years afterward.

# G. Bankruptcy or Insolvency

Your default or bankruptcy will not relieve us of our duties under this insurance after an injury has occurred. After Your Retained Limit has been satisfied, payments due under this policy will be made as if you had not become bankrupt or insolvent. In no case will these payments exceed either Our Limit of Liability or Our Limits of Liability – Aggregate as set forth in the Declarations.

#### H. Assignment

An assignment of your rights or duties under this policy will not be valid without our express written consent.

# I. Sole Representative

The insured first named in Item 1 of the Declarations Page is authorized to act on behalf of all insureds under this policy with respect to the giving or receiving notice of cancellation, receiving refunds, and agreeing to any changes in this policy.

# J. Action Against Us

There is no right of action against us by any person or organization to:

- 1. Join us as a party or otherwise bring us into a sult asking for damages from you; or
- 2. Sue us unless all of this policy's terms have been complied with.

#### K. Cancellation or Non-Renewal

- 1. You may cancel this policy. You must mail or deliver advance notice to us stating when the cancellation is to take effect.
- 2. We may cancel this policy by mailing or delivering to you written notice of cancellation at least:
  - a. 10 days before the effective date of cancellation if we cancel for non-payment of premium; or
  - b. 30 days before the effective date of cancellation if we cancel for any other reason.
- 3. The "policy period" will end on the day and hour stated in the cancellation notice.
- 4. Any of these provisions that conflicts with a law that controls the cancellation of the insurance in this policy is changed by this statement to comply with that law.
- If we choose not to renew we will provide you with thirty (30) days advance notice prior to the effective date of non-renewal.
- 6. If notice is mailed, proof of mailing will be sufficient proof of notice.

# L. Responsibility for Your Retained Limit

This insurance will not take the place of your obligation to pay any amount within the applicable retained limit, whether or not such obligation becomes invalid, suspended, unenforceable or uncollectible for any reason, including bankruptcy or insolvency.

The entire risk of such invalidity, suspension, unenforceability or uncollectability is retained by you and your obligees, not by us.

# M. Representation

By accepting this policy, you agree:

- 1. The statements in the Declarations are accurate and complete;
- 2. Those statements are based on the representations you made to us; and
- 3. We have issued this policy in reliance upon your representation.

### N. Cooperation

You shall give us such information and cooperation as we may reasonably require.

#### O. Other Insurance

If any other excess insurance, reinsurance or indemnity exists protecting you against "loss" covered by this policy, the insurance afforded by this policy shall apply in excess of such other excess insurance, reinsurance or indemnity.

# P. Unintentional Errors and Omissions

Your failure or omission to disclose all hazards existing as of the inception date of the policy shall not prejudice you with respect to the coverage afforded by this policy provided such failure or omission is not intentional and you did not know about such hazards prior to the commencement of the "policy period".

#### Q. Omnibus Reconciliation Act Government Access Clause

We will make available this policy and all documents needed to confirm the premium paid by you if the Secretary of Health and Human Services or the Comptroller General of the United States find that this policy is a contractor described in Section 1861 of the Social Security Act, 42 USC Section 1395, or any amendment to it, and they or you ask for our documents.

If the Secretary of Health and Human Services or the Comptroller General asks for access to our documents, we will immediately notify you and make these documents available to you.

The right to access will be determined by the above statute, or any amendment to it, or any rules or regulations established under it.

#### EXCESS WORKERS COMP COMMITMENT TEMPLATE

December 6, 2019

Two Year Program Commitment for Warren County Commissioners (the "Insured")

Policy Effective/Expiration Dates: <u>January 1, 2020</u> to <u>January 1, 2021</u>

Line of Business: Excess Workers Compensation

Policy Number: WCX 0059344 04

As a part of the above-referenced Excess Workers Compensation insurance program (the "Program") negotiations, the Insured has requested that Arch Insurance Company ("Arch") indicate our position on a two year program rate commitment.

For the line(s) of business listed above, Arch will agree to maintain the current premium rate structure at the <u>January 1, 2021</u> renewal of the Program subject to certain conditions outlined below.

Prior to the <u>January 1, 2021</u> renewal effective date, Arch in its sole determination will confirm that all of the following conditions have been met:

- No significant changes in the Insured's operations either through acquisitions, growth, decrease in exposure, employee concentrations or service changes. Significant change in exposure or employee concentrations means any change of +/- 15% over what is expected at the date of this commitment. Service changes mean any material departure from the Insured's current business operations, trade territory, product mix, or core business model.
- No significant or material ownership or board of director changes in the Insured.
- Loss activity submitted for the <u>January 1, 2021</u> renewal of the Program remains consistent in type and amounts with the data submitted at the date of this commitment.
- The financial condition of the Insured has not materially deteriorated.
- Acceptable audit results of the Third Party Administrator (TPA) or Insured's claims selfadministrator reserving practices as determined by Arch.
- No significant change in the limits of liability, coverage or deductible/retention levels, or program structure.
- The Insured's policies have not been cancelled, non-renewed or rescinded for any reason.
- The Insured remains current on all payments and in compliance with all terms and requirements of the binder and policies.
- The Insured shows continued focus and improvements on current safety and loss control
  efforts.

This commitment does not apply to the following items:

- Changes in coverage forms as required by the individual states, the NCCI or ISO.
- Changes in taxes, loss assessments surcharges or other state fees.

Further, this commitment is not applicable if there has been any loss of or significant change in the Terrorism Risk Insurance Act of 2002, the Terrorism Risk Insurance Program Reauthorization Act of 2015 and any amendments thereto.

If all of these conditions are not met for the line of business listed above, the rate commitment expressed herein will not apply and is rendered void.

# Whitaker, Tammy

From:

Microsoft Outlook

<MicrosoftExchange329e71ec88ae4615bbc36ab6ce41109e@cowarrenohus.onmicrosoft.com</p>

To:

'Julie.Baldwin@ccitpa.com'

Sent:

Thursday, February 06, 2020 12:08 PM

Subject:

Relayed: FW: XS WC - Warren County, OH Renewal 1/1/2020 Policy

Delivery to these recipients or groups is complete, but no delivery notification was sent by the destination server:

'Julie.Baldwin@ccitpa.com' (Julie.Baldwin@ccitpa.com) < mailto:Julie.Baldwin@ccitpa.com>

Subject: FW: XS WC - Warren County, OH Renewal 1/1/2020 Policy

# Resolution

<sub>Number</sub> <u>20-0305</u>

Adopted Date \_ February 25, 2020

ACKNOWLEDGE RECEIPT OF THE RENEWAL POLICY FOR STOP LOSS INSURANCE WITH HCC LIFE INSURANCE COMPANY RELATIVE TO THE WARREN COUNTY **HEALTHCARE PLAN** 

BE IT RESOLVED, to acknowledge the receipt of the renewal policy for stop loss insurance with HCC Life Insurance Company for the policy period of January 1, 2020 through December 31, 2020; renewal policy attached hereto and made a part hereof.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann. Upon call of the roll, the following vote resulted:

Mr. Young - yea

Mr. Grossmann - yea

Mrs. Jones – yea

Resolution adopted this 25<sup>th</sup> day of February 2020.

BOARD OF COUNTY COMMISSIONERS

H/R:

cc:

Benefits file

HCC Life Insurance Company

Horan Associates

T. Whitaker

STOP LOSS POLICY

Independent Review Organization Coverage Endorsement

Policy Number:

HCL33495

Endorsement Number:

4

Policyholder:

Warren County Board of Commissioners

Effective Date:

01/01/2020

You and We agree that this Policy is amended as follows:

In the event Covered Expenses are Paid by You for a Covered Person based on an Independent Review Organization's reversal of previously denied claims, and such Covered Expenses are Paid after the last paid date provided in the Contract Basis of this Policy, the Paid Covered Expenses shall be deemed to have been Paid during this Policy's Contract Period, provided that:

- 1. Such Covered Expenses are not eligible for reimbursement under any other coverage; and
- 2. Such Plan Benefits are otherwise eligible for reimbursement under the terms of this stop loss policy.

You (or You through your Plan Supervisor) agree to provide notice to Us that an appeal has been sent to an Independent Review Organization on a claim that could or is expected to exceed the specific stop loss deductible under this policy within 30 days of the referral to the Independent Review Organization. We will not reimburse any stop loss claim under this Endorsement if we do not receive such notice within the 30-day time frame.

When filing a reimbursement claim under this Endorsement, You agree to provide us all documentation related to the Independent Review Organization's reversal of the previously denied Covered Expenses. We will not reimburse any stop loss claim where the Independent Review Organization's reversal documentation, along with any other information necessary to process the claim, is not received within 90 days from the last date a claim is eligible for payment under the Contract Period or within 90 days of the date the claim was Paid if Paid after the Contract Period has lapsed.

For purposes of this Endorsement, Independent Review Organization means the organization for external review as required under the external review process of the Patient Protection and Affordable Care Act.

Fees, or any similar expenses, paid to the Independent Review Organization for their services are not reimbursable under this Endorsement. Coverage under this endorsement does not modify any other terms, conditions, deductibles or split funded retentions of this policy. If coverage is available under a subsequent policy issued by Us, coverage shall be provided under this endorsed policy and not the subsequent policy.

STOP LOSS POLICY Independent Review Organization Coverage Endorsement

# THERE ARE NO POLICY CHANGES UNDER THIS ENDORSEMENT OTHER THAN STATED ABOVE.

HCC LIFE INSURANCE COMPANY

President

Corporate Secretary

Dated: February 3, 2020

STOP LOSS POLICY
QUALIFIED CLINICAL TRIALS ENDORSEMENT

Policy Number:

HCL33495

Endorsement Number: 3

Policyholder:

Warren County Board of Commissioners

Effective:

01/01/2020

YOU and WE agree that this Policy is amended as follows:

ARTICLE I. DEFINITIONS is hereby amended to add the following:

PATIENT CARE SERVICES. Health care items or services that are furnished to an individual enrolled in a Qualified Clinical Trial, which is consistent with the usual and customary standard of care for someone with the patient's diagnosis, is consistent with the study protocol for the clinical trial, and would be covered if the patient did not participate in the Qualified Clinical Trial.

Patient Care Services must be determined to be eligible under the Policyholder's Employee Benefit Plan.

Patient Care Services do not include any of the following:

- 1. An FDA approved drug or device shall be a Patient Care Service only to the extent that the drug or device is not paid for by the manufacturer, the distributor or the provider of the drug of device, or
- 2. Non-health care services that a patient may be required to receive as a result of being enrolled in the Qualified Clinical Trial, or
- 3. Costs associated with managing the research associated with the Qualified Clinical Trial, or
- 4. Costs that would not be covered for non-investigational treatments, or
- 5. Any item, service or cost that is reimbursed or otherwise furnished by the sponsor of the Qualified Clinical Trial, or
- 6. The costs of services, which are not provided as part of the Qualified Clinical Trial's stated protocol or other similarly, intended guidelines.

QUALIFIED CLINICAL TRIAL. A Qualified Clinical Trial is a clinical trial that meets all of the following conditions:

- 1. The clinical trial is intended to treat cancer or another life threatening condition in a patient who has been so diagnosed, and
- 2. The clinical trial has been peer reviewed and is approved by at least one of the following:
  - a. A federally funded or approved Trial: or
  - b. A clinical trial conducted under an FDA investigation new drug application; or
  - c. A drug trial that is exempt from the requirement of an FDA investigational new drug application.
- 3. The patient meets the patient selection criteria enunciated in the study protocol for participation in the clinical trial.

Article VI, EXCLUSIONS. Item C is amended to include the following:

If your Employee Benefit Plan is compliant with Section 10103(c) of the Affordable Care Act, Covered Expenses for Patient Care Services furnished in connection with participation in Qualified Clinical Trials, as defined herein, will not be considered Experimental or Investigative.

# STOP LOSS POLICY QUALIFIED CLINICAL TRIALS ENDORSEMENT

# ADDITIONAL QUALIFIED CLINICAL TRIALS PROVISIONS

WE may require a copy of the Qualified Clinical Trial's study protocol before determining if any benefits are payable under this Endorsement.

We shall rely on the Employee Benefit Plan in terms of the definition of Life Threatening. Should the Employee Benefit Plan fail to provide a definition of Life Threatening, We will define Life Threatening as a condition that is expected to cause death within 6 months. Such definition will be used solely for the purposes of this policy and adjudication of any claims under this Endorsement.

Stop Loss Policy benefits paid under this Endorsement will be included in the Specific Contract Period Reimbursement Maximum, if applicable.

Stop Loss Policy benefits paid under this Endorsement shall not create any legal presumption that HCC Life Insurance Company has recommended, directed, endorsed or required any Covered Person's participation in the Qualified Clinical Trial.

Stop Loss Policy benefits paid under this Endorsement shall be subject to all terms and conditions of the Policyholder's Employee Benefit Plan.

THERE ARE NO POLICY CHANGES UNDER THIS ENDORSEMENT OTHER THAN STATED ABOVE.

HCC LIFE INSURANCE COMPANY

President

Corporate Secretary

Generale Juliu

Dated: February 3, 2020

# STOP LOSS POLICY ENDORSEMENT TO A POLICY ISSUED IN THE STATE OF OHIO

Policy Number:

HCL33495

Endorsement Number:

Policyholder:

Warren County Board of Commissioners

Effective Date of Endorsement: 01/01/2020

#### Article VII - GENERAL PROVISIONS is amended as follows:

Paragraph C is amended to read as follows:

ARBITRATION: If We and You agree, any controversy or dispute, involving Us that arises out C. of or relates to this Policy, shall be settled by arbitration in accordance with the rules of the American Arbitration Association. Judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction. This provision shall survive the termination of this

Paragraph N is amended to read as follows:

- LEGAL ACTION: No legal action can be brought to recover under this Policy: N.
  - 1. Until 60 days after the date proof of claim is submitted, or
  - Three years after the date a reimbursement claim is required to be furnished. You shall 2. notify Us in writing within 10 days after receipt of any objection, notice of legal action or complaint regarding Your handling of a claim.

THERE ARE NO POLICY CHANGES UNDER THIS ENDORSEMENT OTHER THAN STATED ABOVE.

HCC LIFE INSURANCE COMPANY

President

Jay Putat

Corporate Secretary

Generale Dulen

Dated: February 3, 2020

STOP LOSS POLICY
SPLIT FUNDED ENDORSEMENT

Policy Number:

HCL33495

**Endorsement Number:** 

1

Policyholder:

Warren County Board of Commissioners

Effective Date of Endorsement: 01/01/2020

#### SPLIT FUNDED ARRANGEMENT - FIXED

Notwithstanding any other provisions of the Stop Loss Policy, the provisions of this Endorsement shall be used to determine the amount of Individual Stop Loss Insurance benefits payable by Us.

You and We agree that this Policy is amended as follows:

- 1. You shall pay for all Covered Expenses:
  - A. Which are used to satisfy the Specific Deductible shown on Your Application for each Covered Person, and
  - B. Which exceed the Specific Deductible up to an amount (hereinafter called Split Funded Liability) as set forth in this Endorsement.
- 2. Your Split Funded Liability, for the purposes of this Endorsement is \$350,000.
- We will not be responsible for paying any Specific Stop Loss Insurance Benefits under this Policy until You have paid the Split Funded Liability as set forth in this Endorsement.
- 4. If the Specific Stop Loss Insurance is terminated before the end of the Policy Year, the added Split Funded Liability will not be eliminated or reduced in any way. Such terminations will take effect pursuant to Article VII. of the Policy.
- To the extent that there is any conflict between the terms of this Endorsement and the Policy, the terms of this Endorsement will control.
- 6. This Endorsement will terminate on the first to occur of:
  - A. The end of the Policy Year, or
  - B. Your failure to comply with any provision of this Endorsement, or
  - C. Termination of the Policy pursuant to Article VII of the Policy.

You understand that it is Your responsibility to pay the Split Funded Liability amount of \$350,000 over and above the amounts used to satisfy the Specific Deductible shown on Your Application. Our responsibility for reimbursement begins with those Covered Expenses that are in excess of the Specific Deductible plus the Split Funded Liability.

# STOP LOSS POLICY SPLIT FUNDED ENDORSEMENT

THERE ARE NO POLICY CHANGES UNDER THIS ENDORSEMENT OTHER THAN STATED ABOVE.

Warren County Board of Commissioners Full Legel-Name of Applicant/Policyholder  Life Zindi  Life Zindi	12/19/20 Signed At / Date Signed		
Officer/Partner Signature (print name)	Licensed Agent Signature		
	Steve Ashe		
FOR HCC LIFE INSURANCE COMPANY OFFICE USE ONLY:			
ACCEPTANCE			
Accepted on behalf of the Company, this 3rd day of Fel	<u> 2020</u>		
By Buller			
Title: V. P. Compliance			

225 Town Park Drive, Suite 350 Kennesaw, Georgia 30144 1-800 447-0460

#### STOP LOSS POLICY

# THIS IS A LEGAL CONTRACT - PLEASE READ IT CAREFULLY

Policy Number:

HCL33495

Policyholder:

Warren County Board of Commissioners

Principal Address:

Warren County Administration Building

Lebanon OH 45036

Designated Third Party Administrator (TPA): United Healthcare

400 E. Business Way Sharonville OH 45241

This Policy is issued in consideration of Your Application, Your Plan Document, Your Disclosure Statement and the payment of premiums. The aforementioned documents combine to form this Policy.

The effective date of this Policy is 12:01 a.m., at Your address and the expiration date of this Policy is 11:59 p.m., as shown below at Your principal address.

Effective Date:

01/01/2020

**Expiration Date:** 

12/31/2020

This Policy is issued by Us as of the Effective Date, but is not valid unless countersigned by Our duly authorized representative.

Jurisdiction of Issue:

Ohio

This policy is governed by the laws of the jurisdiction of issue.

President

Corporate Secretary

# **NON-PARTICIPATING INSURANCE**

This is a reimbursement policy. You, or Your Plan Supervisor, are responsible for making benefit determinations under Your Employee Benefit Plan. We have no duty or authority to administer, settle, adjust, or provide advice regarding claims filed under Your Employee Benefit Plan.

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#### **ARTICLE I. DEFINITIONS**

When used in this Policy, the following terms will have the meanings as indicated below:

ANNUAL AGGREGATE DEDUCTIBLE. For any one Contract Period, (or any fraction thereof, if the Contract terminates during the Contract Period) the total of the number of Covered Single or Family units multiplied by its corresponding Monthly Aggregate Factor, applied each month that the Contract is inforce. In no instance shall the Annual Aggregate Deductible be less than the Minimum Annual Aggregate Deductible.

AGGREGATE CONTRACT PERIOD REIMBURSEMENT MAXIMUM. The maximum amount We will reimburse the Policyholder for Covered Expenses during each Contract Period under the terms of the Aggregate Stop Loss Insurance as shown on the Application.

AGGREGATE PERCENTAGE REIMBURSABLE. The percentage of Covered Expenses to be reimbursed that were Paid under the Employee Benefit Plan in excess of the Annual Aggregate Deductible.

COBRA BENEFICIARY. Any former Covered Person of the Employee Benefit Plan continuing participation under the provisions of the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) and its amendments.

COMPANY. Company, We, Our, and Us refers to HCC Life Insurance Company.

COMPLETE CLAIMS HISTORY. All of the following for a minimum of 12 consecutive months immediately preceding the Policy Year:

- 1. Participant census, and
- 2. Eligibility information, and
- 3. Claims Experience, and
- 4. Large Claim Disclosures, and
- Details of any condition shown on the Trigger Diagnosis List in the Disclosure Statement.

#### CONTRACT. All of the following:

- 1. The Application, and
- 2. This Policy and any endorsements to it, and
- 3. The Policyholder's Plan Document.

CONTRACT BASIS. The form of coverage shown on the Application that was selected by the Policyholder. The Contract Basis shall be considered in determining what Covered Expenses will be reimbursed by Us.

CONTRACT MONTH. A period of one-month that begins on:

- The effective date of the Policy, or
- 2. The same day of each following month during the Contract Period.

CONTRACT PERIOD. The period of time shown on the Application during which the Policyholder is covered for Aggregate and / or Specific Stop Loss Insurance.

COST CONTAINMENT PROGRAM. A program designed to reduce or control the cost of providing Plan Benefits to participants of the Employee Benefit Plan.

COVERED EXPENSES. Plan Benefits incurred by a Covered Person (or Covered Family):

- 1. For which benefits are Paid by the Policyholder under the Employee Benefit Plan, and
- 2. Which are not in excess of the Reasonable and Customary Charge for those services, and
- 3. Which are Medically Necessary for the treatment of an illness or injury or for any preventative care covered by the Employee Benefit Plan, and
- 4. Which are reimbursable under this policy subject to its terms, deductible(s), limitations and exclusions.

Plan Benefits provided by the Employee Benefit Plan that are specifically excluded by this Policy are not considered Covered Expenses. Covered Expenses shall not include any expenses which are not reimbursable under this Policy, such as:

- 1. The expenses related to processing claim payment, or
- 2. PPO discounts, network or negotiated discounts, and other reductions from billed charges, whether or not they were actually deducted from Plan Benefits, or
- 3. Salaries paid to any individual, or
- 4. Plan Supervisor's fees, or
- 5. Litigation expenses, or
- 6. Premiums paid for coverage under this Policy.

COVERED FAMILY. The Covered Person and his or her dependents covered under the Employee Benefit Plan.

COVERED PERSON. If so indicated on the Application, an individual covered under the Employee Benefit Plan. This includes:

- 1. Legally employed covered employees, and
- 2. Covered dependents, and
- 3. Participating COBRA Beneficiaries, and
- Retirees.

COVERED UNITS. A Covered Person, a Covered Family, or such other defined unit as agreed upon between You and Us in writing.

DEDUCTIBLE. The amount of Covered Expenses You must pay before Aggregate Stop Loss Insurance and / or Specific Stop Loss Insurance benefits become reimbursable. The Deductible(s) is / are shown on the Application issued to You. See also:

- 1. Annual Aggregate Deductible, and
- 2. Specific Deductible, and
- 3. Specific Family Deductible.

ELIGIBLE, Eligible under the Employee Benefit Plan.

EMPLOYEE BENEFIT PLAN. The medical benefits You have agreed to provide under a plan of benefits for Your Eligible employees and their Eligible dependents, whether or not it is subject to the Employee Retirement Income Security Act of 1974, as is or as may be amended.

EXPERIMENTAL AND INVESTIGATIVE. A drug, device or medical treatment or procedure is Experimental or Investigative:

- If the drug or device cannot be lawfully marketed without approval of the U.S. Food and Drug Administration and approval for marketing has not been given at the time the drug or device is furnished, or
- 2. If reliable evidence shows that the drug, device or medical treatment or procedure is the subject of ongoing Phase I, II or III clinical trials or under study to determine its:
  - a. Maximum tolerated dose, or
  - b. Toxicity, or
  - c. Safety, or
  - d. Efficacy, or
  - Efficacy as compared with the standard means of treatment or diagnosis, or
- 3. If reliable evidence shows that the consensus among experts regarding the drug, device or medical treatment or procedure is that further studies or clinical trials are necessary to determine its:
  - a. Maximum tolerated dose, or
  - b. Toxicity, or
  - c. Safety, or
  - d. Efficacy, or
  - e. Efficacy as compared with the standard means of treatment or diagnosis.

#### Reliable evidence shall mean:

- 1. Only published reports and articles in the authoritative peer reviewed medical and scientific literature, or
- 2. The written protocol or protocols used by the treating facility or the protocol(s) of another facility studying substantially the same drug, device or medical treatment or procedure, or
- 3. The written informed consent used by the treating facility or by another facility studying substantially the same drug, device or medical treatment or procedure.

INCURRED. The date on which medical care or a service or supply is provided to a Covered Person for Plan Benefits under the Employee Benefit Plan for which a charge results.

LARGE CLAIM DISCLOSURE. You, with the assistance of Your Plan Supervisor, agree to disclose to us any known or potential shock losses. Shock Losses are:

- 1. Injuries, and
- 2. Illnesses, and
- 3. Diseases, and
- 4. Diagnoses, and
- 5. Any condition listed on the Trigger Diagnosis list, and
- 6. Other losses of the type, which are reasonably expected or are likely to result in significant medical expense or liability.

LOSS LIMIT. The maximum amount of Covered Expenses Incurred by each Covered Person (or Covered Family), which can be used to satisfy the Annual Aggregate Deductible. This amount is shown in the Application. The maximum allowable amount of Covered Expenses by a Covered Person who has been assigned a Separate Individual Specific Deductible will be the specified amount as shown under the Loss Limit on the Application, regardless of that Covered Person's Separate Individual Specific Deductible.

MEDICALLY NECESSARY. A procedure, treatment, service, supply, equipment, drug or medicine that is:

- Deemed appropriate, essential and is recommended for the diagnosis or treatment of the Covered Person's symptoms by a licensed physician, dentist or other medical practitioner who is practicing within the scope of his or her license and specialty or primary area of practice, and
- 2. Within the scope, duration and intensity of that level of care which is required to provide safe, adequate and appropriate diagnosis or treatment, and
- 3. Prescribed in accordance with the generally accepted, current professional medical practice and is not considered Experimental or Investigative.

MINIMUM ANNUAL AGGREGATE DEDUCTIBLE. For each Contract Period, the number of Contract Months times the Monthly Aggregate Factor times the number of Covered Units. Covered Units shall be based on the first month's enrollment or the quoted enrollment whichever is greater. The Minimum Annual Aggregate Deductible as shown on the Application is based on the quoted enrollment and it is subject to change if the first month's enrollment is greater.

MONTHLY AGGREGATE DEDUCTIBLE. The Monthly Aggregate Deductible is determined for each Contract Month by multiplying the number of Covered Units for that month by the applicable Monthly Aggregate Factor(s) shown on the Application.

MONTHLY AGGREGATE FACTOR. The amount specified in the Application.

MONTHLY SPECIFIC PREMIUM RATES. The amounts specified in the Application.

NET PAID CLAIMS. The sum of Covered Expenses Paid during the Policy Year by You less the sum of all amounts paid by You that exceeds the Loss Limit of any Covered Person(s).

ORIGINAL EFFECTIVE DATE. The first day of the Contract Period of Your initial Stop Loss Policy with Us subject to any Run-In Period as shown on the Application. If coverage has not been continuous with Us, then the Original Effective Date shall be the first day of the most recent continuous coverage.

PAY, PAID, PAYMENT. Charges that, as of the dates shown in the Contract Basis, are:

- 1. Covered and payable under your Employee Benefit Plan, and
- 2. Have been adjudicated and approved, and
- 3. A check or draft for remuneration is issued and deposited in the U.S. Mail, or other similar conveyance or is otherwise delivered to the payee, and
- 4. Sufficient funds are on deposit the date the check or draft is issued.

Our reimbursements will not be made until all of these conditions are satisfied. Checks or drafts that are returned to the payor unpaid for any reason will not be considered Paid.

PLAN BENEFITS. The medical expense benefits to which Covered Persons become entitled under the Employee Benefit Plan during the Policy Year which are:

- 1. Incurred after the effective date of this Policy or the first date of the Run-In Period, and
- 2. Incurred while this Policy is in-force, and
- 3. Paid during the Policy Year or before the end of the Run-Out Period.

Plan Benefits do not include:

- 1. Deductibles, or
- 2. Co-insurance amounts, or
- 3. Interest, or

4. Expenses, or

5. The amounts of any PPO discounts, network or negotiated discounts, or any other reductions to billed charges, whether or not they were actually deducted, and

6. Claims paid under an Employee Benefit Plan's discretionary clause or similar provision that would not otherwise be payable under the terms and conditions of the Employee Benefit Plan, and

7. Claims that are not covered under the terms and conditions of the Employee Benefit Plan or that are reimbursable from any other source.

An Employee Benefit Plan expense is incurred at the time the service is rendered or the supply is provided.

PLAN DOCUMENT. The written document evidencing Your Employee Benefit Plan including any amendments. You will provide Us with a copy of Your Plan Document that is in effect as of the Policy effective date. Amendments are subject to Article VI, Item A and Article VII, Item A.3.a and B of this Policy. We will provide written confirmation of receipt of this Plan Document. The Plan Document does not waive of any provisions of this Policy.

PLAN SUPERVISOR (TPA). The person or entity selected by the Plan Sponsor and approved by Us to perform administrative services for the Employee Benefit Plan, including payment of claims.

POLICY YEAR. The period beginning on the effective date and ending on the expiration date as shown on the face page of this Policy, or the actual period of time during which the Policy is in force if the Policy terminates prior to the expiration date.

POLICYHOLDER. Employer, Insured, You, Your or Plan Sponsor.

REASONABLE AND CUSTOMARY CHARGE. Charges for medical expenses, including but not limited to, physician services, hospital supplies, hospital bed rates, drugs, ancillary services and durable medical equipment usually made by such providers in the same geographical area using nationally and regionally adjusted data.

RUN-IN PERIOD. The period of time as defined under the Contract Basis on the Application during which claims for Plan Benefits may be incurred provided they are Paid during the Contract Period.

RUN-OUT PERIOD. The period of time as defined under the Contract Basis on the Application during which claims for Plan Benefits may be Paid provided they were Incurred during the Contract Period.

SPECIFIC CONTRACT PERIOD REIMBURSEMENT MAXIMUM. The maximum amount of Covered Expenses We will reimburse You in each Contract Period for any one Covered Person (or Covered Family). This amount shall not exceed the amount shown as the Specific Contract Period Reimbursement Maximum on Your Application, or any maximum benefit amount or limit defined in Your Employee Benefit Plan, whichever is less.

SPECIFIC DEDUCTIBLE. If a Specific Deductible is shown on the Application, this is the amount of Covered Expenses that must be Paid by the Employee Benefit Plan for any Covered Person before Specific Stop Loss Insurance benefits are reimbursable under the Policy. It applies separately for each Policy Year and will be determined annually by Us.

SPECIFIC FAMILY DEDUCTIBLE. If a Specific Deductible is shown on the Application per a Covered Family, this is the amount of Covered Expenses which must be Paid by the Employee Benefit Plan for any Covered Family member or combination of Covered Family members before Specific Stop Loss Insurance benefits are reimbursable under the Policy. It applies separately for each Policy Year and will be determined annually by Us.

SPECIFIC PERCENTAGE REIMBURSABLE. The percentage of Covered Expenses to be reimbursed that were Paid under the Employee Benefit Plan in excess of the Specific Deductible.

#### ARTICLE II. SPECIFIC STOP LOSS INSURANCE

- A. Subject to the terms, conditions and limitations of this Policy, We will reimburse You for Covered Expenses Paid in excess of the Specific Deductible (or Specific Family Deductible).
- B. We will not reimburse you for any amounts after the Specific Contract Period Reimbursement Maximum has been reached.
- C. We will not reimburse You for Plan Benefits Incurred after the Policy's expiration date.
- D. If the Policy terminates before the expiration date, Plan Benefits paid after the date of termination will not be eligible for reimbursement.
- E. Plan Benefits Paid by You which have been reimbursed by Us under Your Aggregate Stop Loss Insurance or by another insurance company or reinsurance company will not be used to:
  - 1. Satisfy the Specific Deductible (or the Specific Family Deductible), or
  - 2. Compute Specific Stop Loss Insurance benefits payable to You.
- F. The Monthly Specific Premium Rates shown on the Application apply only to the Policy Year shown therein. New Monthly Specific Premium Rates will be furnished for each new Policy Year and will be shown on a new Application provided for each Policy Year.

#### ARTICLE III. AGGREGATE STOP LOSS INSURANCE

- A. Subject to the terms, conditions and limitations of this Policy, We will reimburse You for Eligible Covered Expenses Paid, less:
  - 1. The Annual Aggregate Deductible or the Minimum Annual Aggregate Deductible, whichever is greater, and
  - 2. Specific Stop Loss reimbursements due or paid to You, and
  - Any amounts paid by you that exceeds the Loss Limit for any Covered Person (or Covered Family).
- B. We will not reimburse you for any amounts after the Aggregate Contract Period Reimbursement Maximum has been reached.
- C. We will not reimburse You for Plan Benefits Incurred after the Policy's expiration date.
- D. If the Policy terminates before the expiration date, any Plan Benefits paid after the date of termination will not be eligible for reimbursement.
- E. Plan Benefits Paid by You which have been reimbursed by Us under Your Specific Stop Loss Insurance, by another insurance company or reinsurance company will not be used to:
  - 1. Satisfy the Annual Aggregate Deductible or the Minimum Annual Aggregate Deductible, or
  - Compute the Aggregate Stop Loss Insurance benefits payable to You.
- F. Plan Benefits Paid by You which exceed the Specific Contract Period Reimbursement Maximum for Specific Stop Loss Insurance as shown on the Application will not be used to:

- 1. Satisfy the Annual Aggregate Deductible or Minimum Annual Aggregate Deductible, or
- 2. Compute the Aggregate Stop Loss Insurance benefits payable to You.
- G. Reimbursement for Aggregate Stop Loss Insurance for any Covered Person (or Covered Family) will be limited to an amount not to exceed the Specific Deductible (or Specific Family Deductible) or the Loss Limit, whichever is less, as set forth in the Application.
- H. The Monthly Aggregate Factor(s) shown on the Application apply only to the Policy Year shown therein. New Monthly Aggregate Factors will be furnished for each new Policy Year and will be shown on a new Application provided for each Policy Year.
- The Monthly Aggregate Deductible cannot be reduced by more than 10% per month if the number of Covered Persons decreases for any reason. If any Covered Persons are absent from work due to a strike, lockout, or work stoppage during any Contract Month, the number of Covered Persons will remain at the same level as for the Contract Month preceding the disruption.

#### ARTICLE IV. CLAIMS UNDER THE POLICY

#### A. Specific Claims

- We will reimburse You for Specific Stop Loss Insurance, subject to the terms, conditions and limitations of this Policy, only after We receive a request for reimbursement with complete claim information.
- The following documentation is required to file a Specific Stop Loss claim:
  - a. Specific Claim Notification / Initial Filing form, and
  - b. A copy of the employee's enrollment card, including the employee's hire date and the original effective date, and
  - c. A copy of the Plan Supervisor's claim form if the claim is for a dependent, and
  - d. Complete details regarding eligibility, and if applicable, information regarding work status, pre-existing / HIPAA documentation, subrogation, Coordination of Benefits, provider discounts and COBRA, including a copy of the COBRA election form and COBRA payment verification for all months, and
  - e. Copies of Explanations of Benefits attached to the corresponding itemized bills, and
  - f. Check copies, if not part of an Explanation of Benefits, and
  - g. Completion of the Specific Supplemental Claim Request portion of the claim form if applicable, and
  - h. Miscellaneous information as applicable, including but not limited to:
    - Complete accident details, including how, when and where an accident may have occurred, and
    - Police reports for motor vehicle accidents or for services for which a law enforcement agency is involved, and
    - iii. A Subrogation and Right of Recovery Reimbursement Agreement if charges were incurred as a result of a third party liability, and
    - iv. Coordination of benefits documentation, and
    - v. PPO discount / repricing sheets, and
    - vi. Large Case Management Reports, and
  - i. Other documentation We may request.
- LATE CLAIMS: Any claim that is either submitted, or that remains incomplete, more than 90 days after the last date for which Plan Benefits can be reimbursed under the terms of

the Policy will be denied, whether or not the delay has prejudiced Us. Your or Your Plan Supervisor's failure to file a complete claim in a timely manner may result in an adjustment of Our reimbursement to You to reflect any savings We could have obtained had a timely claim filing taken place pursuant to this provision.

4. 50% NOTIFICATION: You or Your Plan Supervisor must give notice to Us when the total amount of Plan Benefits Paid by You on a Covered Person equals or exceeds 50% of the Specific Deductible, or has the potential to exceed 50% of the Specific Deductible. Your failure to give prompt notice may result in an adjustment of Our reimbursement to You, if any, to reflect any savings We could have obtained had a prompt 50% Notification been given.

# B. Aggregate Claims

- 1. We will reimburse You for Aggregate Stop Loss Insurance, subject to the terms, conditions and limitations of this Policy, only after We receive a request for reimbursement with Complete Claim History.
- 2. The following documentation is required to file an Aggregate Stop Loss claim:
  - a. Completed Year End Aggregate Claim Form, and
  - b. Paid Claims Analysis report indicating claimant's name, Incurred date, charged amount, Paid amount and Paid date, and
  - c. Eligibility listing which identifies birth date, effective date, termination date and coverage type, and
  - d. Proof of funding to include bank statements and/or deposit slips, and
  - e. Void & Refund report, and
  - f. Benefit / Service Code report, and
  - g. Aggregate Report (Monthly Loss Summary Reports), and
  - h. Specific Report showing which claimants have exceeded the Specific Deductible or Loss Limit, and
  - i. Listing of payments made outside the Aggregate Stop Loss Insurance (i.e. Dental, Weekly Income, Vision, PPO fees capitated and, PCS Administrative Fees), and
  - j. Check Register, and
  - k. Outstanding overpayment and subrogation log, and
  - I. Prescription invoices if Prescriptions are covered under the Aggregate Stop Loss Insurance, and
  - m. Other documentation We may request.

We may also request this information the month following the expiration date of the Policy to review for retroactive adjustments.

3. Any reimbursement payable by Us to You, under this article, will be paid after the end of the Contract Period, unless otherwise endorsed.

- 4. CLAIM FILING: You must file a request for reimbursement with Us on Our customary Notice / Proof of Loss form within 90 days after the end of the time specified for payment of claims under this Policy. Your failure to file a claim within 90 days will result in claim denial, whether or not the delay has prejudiced Us.
- 5. DETERMINATION OF THE ULTIMATE AGGREGATE CLAIM: You must submit a Proof of Loss within 90 days of the end of the Policy Year or Run-Out Period, whichever is later, showing the amount of all Plan Benefits Eligible under the Employee Benefit Plan and this Policy which You have Paid. These shall be compared to the greater of the Annual Aggregate Deductible or the Minimum Annual Aggregate Deductible. If the amount of Net Paid Claims eligible under this policy is greater than the appropriate Annual Aggregate Deductible, We will reimburse You for the amount of the excess.

#### C. All Claims

- 1. REIMBURSEMENT OF CLAIMS: Prior to making any reimbursement, We have the right to review each claim submitted to Us to determine if You are entitled to any reimbursement under this Policy. This review may include, but is not limited to, an onsite audit or requests for additional documentation. You warrant that You have Paid the providers of Plan Benefits for which reimbursement is sought.
- 2. SETTLEMENT OF PLAN CLAIMS: We have no duty or obligation to settle or adjust any claims for Plan Benefits filed under Your Employee Benefit Plan.
- 3. RIGHT OF RECOVERY. If You are entitled to recover from any party Plan Benefits Paid under the Employee Benefit Plan, such amounts cannot be used to satisfy either the Specific and / or Aggregate Deductibles. We also will not reimburse You for any Plan Benefit recovered from any party. If We have reimbursed You for all or part of a Plan Benefit and You recover any part of the Plan Benefit from any party, You must repay Us to the extent of Our reimbursement regardless of whether the policy is still in-force on the date of the recovery. You must reimburse Us first, and in full, before You receive any benefit of the recovery. We retain the right to employ our own independent counsel and You assign to us Your rights and the Employee Benefit Plan's rights to the extent of Our reimbursement(s) to You.

In the event that You reimburse Us in the matter where Our designated counsel is not involved, Your repayment may be reduced by the reasonable and necessary expenses incurred in recovering from the third party.

If You fail to reimburse Us for a valid claim for a Covered Expense against a third party, and We are required to reimburse You for such a Covered Expense, We shall be subrogated to Your rights to pursue the claim.

Any amount We recover shall first be used to pay Our expenses of collection and then apply towards any amount that We reimbursed You under the policy. Any remaining amount will be paid to You.

You are required to provide Us with such information as We request in order to protect Our right to reimbursement.

4. CLAIMS ELIGIBLE UNDER TWO CONTRACTS. If a claim for reimbursement can be filed under two different policy years, it must be filed under the earlier policy year.

#### ARTICLE V. LIMITATIONS OF COVERAGE

- A. This Policy is between You and Us. No other party has any rights under this Policy.
- B. Coverage for Plan Benefits Incurred for an employee who is not actively at work as a result of sickness, accidental bodily injury, maternity, military service, personal reasons, lay-off, strike, or any other leave of absence (either before or after the effective date of the Policy), or the employee's covered dependent(s), unless the employee or dependent(s) are receiving continuation benefits under the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), as amended, shall be limited to the length of time specified in the Plan Document.
- C. All Plan Benefits Incurred outside the United States of America will be excluded from coverage unless:
  - 1. The service(s) would have been a Covered Expense if the service(s) had been provided in the United States, and
  - 2. The Covered Person is not covered by any other country's national health care program or any employer's foreign voluntary compensation coverage.

#### ARTICLE VI. EXCLUSIONS

WE will not reimburse YOU for:

- A. Plan Benefits covered by amendments to the Employee Benefit Plan that were incurred prior to Our written approval of such amendments.
- B. Plan Benefits that are covered under any Coordination of Benefits provision. We may elect to reduce or deny any reimbursement which may be payable to You, to the extent that a payment may be made by another insurer, another Employee Benefit Plan or any other party, to either the Employee Benefit Plan or Covered Person. This provision is applicable irrespective of how such payment is characterized and whether or not payment has actually been made for any or all of the Covered Person's losses.
- C. Plan Benefits paid for any surgery, prescription drugs, device, or procedure, which is defined as Experimental or Investigative and any complications or other expenses arising thereto.
- D. Plan Benefits Incurred by or on behalf of an employee or dependent of an employee of any affiliated or subsidiary company not included in the Application, unless added by Policy endorsement.

#### ARTICLE VII. GENERAL PROVISIONS

- A. CHANGES AND TERMINATIONS OF THE POLICY
  - 1. Your Policy may be changed at any time with Our written consent.
  - 2. Only an officer of The Company has the authority to alter this Policy, or to waive any of Our rights or requirements, and then only by written endorsement.
  - 3. We reserve the right to change any Specific or Aggregate Premium Rates and Monthly Aggregate Factors with written notice to You as to the extent and effective date of the change at any time during Your Policy Year if:

- a. Your Employee Benefit Plan is changed, or
- b. The number of Covered Units Eliaible under Your Policy:
  - i. Drops below 15, or
  - ii. Increases or decreases by 15% from the number of Covered Units on the first day of the Contract Period, or
  - iii. Increases or decreases by 10% in any Contract Month from the prior Contract Month.
- c. If we have agreed to reduce the Monthly Aggregate Factors, the Minimum Annual Aggregate Deductible and / or the Monthly Specific Premium Rates in consideration of Your agreement to implement a Cost Containment Program, we may recalculate in accordance with Our normal practice, the Monthly Aggregate Factors, the Minimum Annual Aggregate Deductible and / or the Monthly Specific Premium Rates if you have not followed the procedures relating to the Cost Containment Program as defined in Our agreement.
- d. Upon the enactment of any law, regulation or amendment thereto, by any state or jurisdiction, which affects our liability under this Policy, and in Our judgment, requires such a change.
- 4. You may terminate the Policy by giving Us not less than 31 days written notice.
- 5. We may terminate this Policy prior to the end of a Contract Period by giving you 31 days written notice if You fail to comply with any provision of the Policy.
- 6. We may terminate this Policy at the end of the Contract Period by giving You 31 days written notice of such termination.
- 7. All insurance provided hereunder to You will automatically terminate:
  - At the beginning of any Contract Month for which any premium for either Specific or Aggregate Stop Loss Insurance has not been paid in full by the end of the grace period, or
  - b. On the date You fail to Pay claims promptly or make funds available to Pay claims promptly as required by this Policy, or
  - c. On the date Your agreement with Your Plan Supervisor is terminated, or
  - d. On the date You change Your Plan Supervisor before obtaining Our written consent for a successor Plan Supervisor, or
  - e. On the date Your Employee Benefit Plan terminates or ceases to accept newly Incurred claims, whichever is earlier, or on the date You obtain other coverage for Your Employee Benefit Plan participants, or
  - f. On the date You terminate the Policy for any reason prior to the end of the Contract Period. In this event, We will not be liable for any Plan Benefits Paid after the termination date, or
  - g. At the end of the Contract Period unless You accept in writing Our terms for renewal of the Stop Loss Insurance before the end of the Contract Period, or
  - h. On the expiration date of this Policy.
- B. AMENDMENTS TO THE PLAN: You must give Us at least 31 days written notice of any proposed amendments to Your Employee Benefit Plan. No amendment to Your Employee Benefit Plan will be binding on Us until We have approved the amendment in writing.
- C. ARBITRATION: Any controversy or dispute, involving Us that arises out of or relates to this Policy, shall be settled by arbitration in accordance with the rules of the American Arbitration Association. Judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction. This provision shall survive the termination of this Policy.

- D. ASSIGNMENT: You may not assign any of Your rights under this Policy without Our prior written consent.
- E. CLERICAL ERROR: Our obligations under this Policy will not be expanded by any clerical error whether by You or Us in creating or maintaining records or calculating rates, factors, premiums, deductibles or claims pertaining to this Policy. A clerical error is a mistake in performing a clerical function, such as typing, but does not include intentional acts or the failure to comply with the provisions of the Employee Benefit Plan or Policy.
- F. CONCEALMENT OR MISREPRESENTATION: This Policy is issued based upon Our understanding that You, Your Plan Supervisor and your agent or broker have provided to Us a Complete Claims History. The Policy will be void if We find that You, your Plan Supervisor and your agent or broker have concealed or misrepresented any material fact or circumstance concerning this coverage or the Employee Benefit Plan's Complete Claims History, whether intentional or not. Our liability will be limited to return of the premium paid by You after deducting the amount of the reimbursements made by Us to You prior to the date of termination. If the amount of reimbursements paid to You exceeds the premium paid to Us, You will pay Us the difference. If We find that You, Your Plan Supervisor, your agent or broker have not provided to Us a Complete Claims History, We may, at Our option, either rescind the policy or re-underwrite coverages under this Policy, using all claims data available to Us.
- G. CONFORMITY WITH STATE AND FEDERAL LAW: Any provision of this Policy, which, on its effective date, is in conflict with the laws of the state of jurisdiction or which is mandated by Federal law, is hereby amended to conform to the minimum requirements of said laws.
- H. COST CONTAINMENT PROGRAM: We have the right to participate, at Our option and expense, in any savings or Cost Containment Program that You have in place. If no such program exists, We have the right to retain the services of a third party to implement a Cost Containment Program.
- I. DISCLAIMER: We act only as an insurer to You. We are not a fiduciary or a party in interest to the Employee Benefit Plan or any participant. We do not assume any duty to perform any of the functions of, or to provide any of the reports required by, You by the Employee Retirement Income Security Act of 1974, as amended or any other applicable state or federal law. We assume no responsibility or obligation for the administration of Your Employee Benefit Plan or Your acts. We reserve the right to determine amounts payable under this Policy without regards to such acts.
- J. ENDORSEMENTS: Any endorsements attached or subsequently issued by us shall become a part of this Policy.
- K. ENTIRE AGREEMENT: This Policy and any attached endorsements, Your attached Application and your Plan Document are the entire agreement between You and Us. We have relied upon the underwriting information (including Complete Claims History and the Plan Document) provided by You in issuing this Policy and You represent such information is complete and accurate. Should We later learn such information was incomplete or incorrect, We have the right to modify the Policy as of the effective date to reflect the complete or correct information or to terminate the Policy.

- L. INDEMNIFICATION, DEFENSE AND HOLD HARMLESS: You agree to indemnify, defend and hold Us harmless from any liability, including but not limited to, interest, penalties, attorney fees, extra contractual, exemplary or punitive damages ("expenses") arising from or relating to:
  - Any negligence, error, omission, defalcation or intentional acts by your Plan Supervisor, or
  - 2. Any dispute involving Covered Person(s), former Covered Person(s), or any person(s) claiming entitlement to benefits under the Employee Benefit Plan, or
  - Any taxes We are assessed with respect to funds paid to or by You under Your Employee Benefit Plan, except any taxes or amounts paid to Us as premiums for this Policy.

We will promptly notify You upon discovery of matters to which Your obligations under this provision apply. We have the right to participate in the defense at Our expense. Without limiting the foregoing, if You fail to defend timely, We have the right, but not the duty, to defend and to compromise or settle the claim or other matters on Your behalf, for Your account and at Your risk.

- M. INSOLVENCY: In the event of Your insolvency or bankruptcy, subject to the terms, conditions and limitations of this policy, We may pay to Your receiver, trustee, liquidator or legal successor amounts otherwise payable under this Policy. We will make such payments only if You have Paid all required premiums and have complied with Your obligations under this Policy. Nothing in this section shall increase Our liability beyond that which would have existed had You not become insolvent or bankrupt.
- N. LEGAL ACTION: No legal action can be brought to recover under this Policy:
  - 1. Until 60 days after the date a reimbursement claim is submitted, or
  - 2. Two years after the date a reimbursement claim is required to be furnished. You shall notify Us in writing within 10 days after receipt of any objection, notice of legal action or complaint regarding Your handling of a claim.
- O. NOTICE: Notice under this Policy will be given to You through Your Plan Supervisor and will be deemed to have been received by You.
- P. OFFSET: We may offset payments due to You under this Policy against claims overpayments, cost containment charges and premiums due and unpaid.
- Q. PAYMENT OF PREMIUMS:
  - 1. Each premium is payable to HCC Life Insurance Company, P.O. Box 402032, Atlanta, GA 30384-2032 or such other place as We designate in writing.
  - 2. Specific Stop Loss Insurance premiums are due on the first day of each calendar month, regardless of the effective date of the Policy. If the effective date is other than the first day of a calendar month, the first month's premium will be pro-rated.
  - 3. Aggregate Stop Loss Premium(s) are due monthly or are payable in advance for the Policy Year, as stated in Your Application.

- 4. A grace period of thirty-one (31) days is allowed for the payment of each premium after the first premium. If the premium is not paid during the grace period, the Policy will terminate without further notice as of the premium due date.
- If we terminate this Policy for non-payment of premium, application may be made for reinstatement.

All outstanding premiums, including the current month's premium, must be remitted within 10 days of the end of the grace period.

Payment of premiums shall not guarantee reinstatement of the Policy. We reserve the right to conduct a diligent review of the Complete Claims History and re-underwrite the Policy as We deem necessary as part of the terms for reinstatement.

If the Policy is terminated more than one time during a Policy Year for non-payment, no requests for reinstatement will be granted.

- 6. In no event, will more than three (3) months of retroactive credit be granted for any clerical error(s) in the remittance of any premium.
- R. POLICY NON-PARTICIPATING: This Policy is non-participating and does not entitle You to share in Our earnings.
- S. RECORDS: You and / or Your Plan Supervisor will maintain such records as may be required by Us for this Policy and will make them available to us upon Our request. These records may include, but are not limited to, the Complete Claims History. We may audit Your records relating to this Policy and the claims filed under the Employee Benefit Plan at any time during the Policy Year and for two years after the expiration date of such Policy. Your records will include records held by You or by Your Plan Supervisor. As a result of any audit, We may readjust your Monthly Specific Premium Rates, Monthly Aggregate Factors, premiums, deductibles or expenses as may be necessary to reflect Our original intent in underwriting this Policy.
- T. RENEWAL: Unless terminated for any of the reason(s) described in this Policy, Your insurance will be renewed for another Policy Year if You accept Our renewal terms. We will not change rates more than once in any Policy Year, except as allowed under the Changes and Termination Provisions in Article VII.

We reserve the right to change the renewal premium rates and Monthly Aggregate Factors for the new Contract Period if the average monthly payments made by You for Plan Benefits during the last two months of the current Policy Year vary by more than 30% from the average of the monthly payments made for Plan Benefits during the previous ten (10) Contract Months.

We will not offer a renewal if We are no longer doing business with Your Plan Supervisor.

U. SUBSIDIARIES AND AFFILIATED COMPANIES: You must notify Us in the event You acquire a subsidiary or affiliated company that will be included under Your Employee Benefit Plan. If You do acquire a subsidiary or affiliated company that will be included under Your Employee Benefit Plan, You must disclose certain claims information on the acquired subsidiary as a whole and / or on persons whose coverage You will be assuming under Your Employee Benefit Plan. Failure to do so will subject benefits under this Policy to certain limitations, as described under the ENTIRE AGREEMENT provision of this Article.

Acquisition of a subsidiary or affiliated company that will be included under Your Employee Benefit Plan may affect Your Monthly Specific Premium Rates and/or Monthly Aggregate Factors, as described in the CHANGES AND TERMINATIONS provision of this Article.

You must notify Us in the event You cede or dissolve a subsidiary or affiliated company that was included under your Employee Benefit Plan. Failure to do so may subject this Policy to termination or may affect Your Monthly Specific Premium Rates and/or Monthly Aggregate Factors as described in the CHANGES AND TERMINATIONS provision of this Article.

- V. TAXES: You shall hold Us harmless from any taxes, which may be assessed against Us with respect to Your Employee Benefit Plan or with respect to claims for Covered Expenses paid under the Policy, and You shall reimburse Us for such taxes, if any, as determined by Us.
- W. YOUR DESIGNATED PLAN SUPERVISOR (YOUR TPA). We agree to recognize Your Plan Supervisor as Your agent and attorney-in-fact for the administration of Your Employee Benefit Plan. You agree that:
  - 1. Your Plan Supervisor is Your agent and attorney-in-fact, and is not Our agent. You authorize Your Plan Supervisor to act in Your name, place and stead for purposes of this Policy, to include submission of proofs of loss, certifying the Payment of Plan Benefits, transmitting reports and payments of premiums to Us and receiving reimbursements from Us. Payments sent by Us to Your Plan Supervisor are payments to You. Premium payments by You through Your Plan Supervisor will be payments to Us only to the extent We actually receive them.
  - 2. You or Your Plan Supervisor is responsible for administering Your Employee Benefit Plan, preparing reports as required by Us and keeping and making available to Us such data as We may require.
  - 3. You or Your Plan Supervisor will perform such duties and keep such records as are required for You to comply with this Policy.
  - 4. You will pay Your Plan Supervisor for all administrative functions performed in relation to this Policy.
  - 5. We reserve the right to cease doing business with Your Plan Supervisor.

# STOP LOSS INSURANCE HCC LIFE INSURANCE COMPANY

Three Town Park Commons, 225 TownPark Drive, Suite 350 Kennesaw, Georgia 30144 (800 447-0460)

APPLICATION

1.	Full Legal Name of Applicant and Address Warren County Board of Commissioners	2. Applicant is a (check one):  Corporation Labor Union Trust			
	Warren County Administration Building 406	Association PEO			
Ju	stice Drive	Partnership MEWA			
	<b>Lebanon, OH 45036</b> Telephone <b>No.:</b> (513)695-1 <b>250</b>	Other: Unknown			
3.	Contract Period: Effective Date: 01/01/2020	Expiration Date: 12/31/2020			
	Full Legal Name of Affiliates, Subsidiaries and other ma				
	Address of Affiliates or Subsidiaries: None See attached listing if applicable				
	Nature of Business of the Applicant to be Insured: Executive Offices	6. Key Contact Person at Applicant:			
7.	Enter full name of the Employee Benefit Plan(s): Warre Description	•			
8	A signed copy of such Employee Benefit Plan(s) must be Name and Address of Plan Supervisor:	be attached and will form part of this contract.			
U.	United Healthcare 400 E. Business Way Suite 100S	haronville, OH 45241			
9.	Agent of Record: Horan Associates Incorporated				
	Estimated Initial Enrollment: Single: 354 Family: 527	Total Covered Units: 881			
	Retirees Covered: Yes No				
	The Utilization Review vendor will be: United HealthC				
13.	<ol> <li>Deposit Premium (Minimum of first month's estimated premium): \$ 24,010.56</li> <li>Please review the deposit premium on the Monthly Premium Accounting Worksheet.</li> </ol>				
14.	<ul> <li>14. SPECIFIC STOP LOSS INSURANCE:</li></ul>				
	B. Specific Deductible in each Contract Period per Co	overed Person: \$250,000 /			
	C. Contract Basis: 24/12 Covered Expenses Incurred from 01/01/2019 through 12/31/2020, and Pald from 01/01/2020 through 12/31/2020.				
	Run-in limit: N/A				
	D. Unlimited Specific Lifetime Reimbursement Maximum per Covered Person Specific Contract Period Reimbursement Maximum per Covered Person: Unlimited				
	E. Separate Individual Specific Deductible: None				
	F. Monthly Specific Premium Rates: (Based on Split Single: \$8.96 Family: \$32.22	Funded Endorsement)			
	G. Specific Percentage Relmbursable 100%	,			
	H. Specific Terminal Liability Option: Specific Terminal Liability Option premium per Cove	☐ Yes ☒ No ered Person per month;			
		-17.			

HCCL MSL-2010 APP

15. AGGREGATE STOP LOSS INSURANCE:   Yes  No								
<b>A.</b>	Covered Expenses Paid under the Employee Benefit Plan for the following Plan Benefits are covered for Aggregate Stop Loss Insurance (not included unless checked):  Medical Dental Weekly Income Vision Prescription Drug Card Prescription Drugs under Medical Other:							
В.	Minimum Anr (Subject to th	nual Aggregat ne Definition o				tible in the	Policy)	
C.	Contract Basis: 24/12 Covered Expenses incurred from 01/01/2019 through 12/31/2020, and Pald from 01/01/2020 through 12/31/2020.							
	Run-in ilmi	lt: N/A						
D.	Aggregate Co	ontract Period	Reimbursem	ent Maximu	m: <b>\$1,000,0</b> 0	0		
E.	Monthly Aggregate Factors:							
	Monthly Factors	Combined	Medical	Dental	Weekly Income	Vision	Prescription Drugs	
	Single	\$623.07						
	Family	\$1,410.22						
F.	Aggregate Pe	ercentage Rei	mbursable 10	10%				
G.	G. Loss Limit: \$250,000  For the purposes of Aggregate Stop Loss Insurance, the Loss Limit is the maximum amount of Covered Expenses Incurred by each Covered Person, which can be used to satisfy the Annual Aggregate Deductible.							
Н.	Monthly Dedu	uctible Advanc	e Reimburse	ment Option	: 🗌 Yes		⊠ No	
i,	Aggregate Te	erminal Liabilit	y Option:		☐ Yes		⊠ No	
J.	<ul> <li>J. Aggregate Premium:</li> <li>1. Annual Premium payable in advance for Contract Period:</li> <li>2. Monthly Premium rate per Covered Unit: \$ 4.38</li> <li>3. Monthly Deductible Advance Reimbursement premium per Covered Unit per month:</li> <li>4. Aggregate Terminal Liability Option premium per Covered Unit per month:</li> </ul>							

Applicant's Initials:

# SPECIAL RISK LIMITATIONS are stated on the Addendum to Application (if applicable).

It is understood and agreed by the Applicant that:

- The Applicant is financially sound, with sufficient capital and cash flow to accept the risks inherent in a "self-funded" health care plan, and
- The Plan Supervisor retained by the Applicant will be considered the Applicant's Agent, and not the Company's Agent, and
- 3. All documentation requested by the Company must be received within 90 days of the Policy effective date, and is subject to approval by the Company and may require adjustment of rates, factors, and / or Special Limitations to accommodate for abnormal risks, and
- 4. The Stop Loss Insurance applied for herein will not become effective until accepted by the Company, and
- 5. Premiums are not considered pald until the premium check is received by the Company, is paid according to the rates set forth in the Application, and all items required to issue the Policy have been returned to the Company. Premiums are subject to refund should any outstanding policy requirement not be met within 90 days of the Policy's effective date, and
- 6. This Application will be attached to and made a part of the Policy issued by the Company, and
- 7. The Employee Benefit Plan(s) attached shall be the basis of any Stop Loss Insurance provided by the Company and such Employee Benefit Plan(s) conforms with all applicable State and Federal statutes, and
- 8. Any reimbursement under the Stop Loss Insurance provided by the Company shall be based on Covered Expenses Paid by the Applicant in accordance with the Employee Benefit Plan(s) attached hereto, and
- 9. After diligent and complete review, the representations made in this Application, the disclosures made, and all of the information provided for underwriters to evaluate the risk, are true and complete.

Any person who knowingly and with the intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

Full Legal Name of Applicant:	Applicant's Federal Tax I.D. Number:
Warren County Board of Commissioners	
Dated at 12-17-19    Constitute   Control of the Co	this 19 day of <u>December</u> , 20 19.  Licensed Agent Signature (print name)
For HCC Life Insurance Company Office Use Only: AC	CEPTANCE
Accepted on behalf of the Company, this 3rd day of	February , <b>20</b> 20
By: Brolling	Title: V. P. Compliance
Policy No.: HCL33495	

# BOARD OF COUNTY COMMISSIONERS WARREN COUNTY, OHIO

# Resolution

<sub>Number</sub> 20-0306

Adopted Date February 25, 2020

AUTHORIZE THE PRESIDENT OF THE BOARD TO SIGN AN ACCEPTANCE LETTER WITH THE U.S. DEPARTMENT OF HOMELAND SECURITY, CYBER AND INFRASTRUCTURE SECURITY AGENCY (CISA) ON BEHALF OF WARREN COUNTY BOARD OF ELECTIONS

BE IT RESOLVED, to approve and authorize the President of the Board to sign an acceptance letter with U.S. Department of Homeland Security, Cyber and Infrastructure Security Agency (CISA) relative to cyber security on behalf of Warren County Board of Elections; copy of said agreement attached hereto and made a part hereof.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann. Upon call of the roll, the following vote resulted:

Mr. Young - yea

Mr. Grossmann - yea

Mrs. Jones – yea

Resolution adopted this 25<sup>th</sup> day of February 2020.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

/tao

cc: c/a—U.S. Department of Homeland Security-CISA Board of Elections (file)

# BOARD OF COUNTY COMMISSIONERS WARREN COUNTY, OHIO

# Resolution

Number 20-0307

Adopted Date February 25, 2020

ENTER INTO AGREEMENT FOR RULES OF ENGAGEMENT FOR CYBERSECURITY ASSESSMENTS WITH U.S. DEPARTMENT OF HOMELAND SECURITY, CYBER AND INFRASTRUCTURE SECURITY AGENCY (CISA) ON BEHALF OF WARREN COUNTY BOARD OF ELECTIONS

BE IT RESOLVED, to approve and authorize the President of the Board to enter into agreement with U.S. Department of Homeland Security, Cyber and Infrastructure Security Agency (CISA) relative to Rules of Engagement for Cybersecurity Assessments on behalf of Warren County Board of Elections; copy of said agreement attached hereto and made a part hereof.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann. Upon call of the roll, the following vote resulted:

Mr. Young - yea

Mr. Grossmann - yea

Mrs. Jones - yea

Resolution adopted this 25<sup>th</sup> day of February 2020.

**BOARD OF COUNTY COMMISSIONERS** 

Tina Osborne, Clerk

/tao

cc: c/a—US Department of Homeland Security – CISA

Board of Elections (file)

# **BOARD OF COUNTY COMMISSIONERS** WARREN COUNTY, OHIO

# Resolution

<sub>Number</sub> <u>20-0308</u>

Adopted Date \_February 25, 2020

ENTER INTO A CONSULTING SERVICES CONTRACT FOR ENGINEERING DESIGN SERVICES WITH FISHBECK ON BEHALF OF THE WARREN COUNTY ENGINEER'S **OFFICE** 

BE IT RESOLVED, to enter into an Engineering Design Consulting Service contract with Fishbeck, 11353 Reed Hartman Highway, Suite 500, Cincinnati, OH 45241, for the Bunnell Hill Road Drainage Improvement Project; as attached hereto and made a part hereof.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann. Upon call of the roll, the following vote resulted:

Mr. Young - yea

Mr. Grossmann - yea

Mrs. Jones - yea

Resolution adopted this 25<sup>th</sup> day of February 2020.

**BOARD OF COUNTY COMMISSIONERS** 

Tina Osborne, Clerk

cc:

c/a—Fishbeck Engineer (file)



February 24, 2020

Board of County Commissioners Warren County 406 Justice Drive Lebanon, Ohio 45036

Dear Board of County Commissioners:

We have received Statements of Qualifications per the ORC for assistance with Bunnell Hill Road Drainage Improvement. We have ranked the consultants as follows:

- 1. Fishbeck
- 2. Strand Associates, Inc.
- 3. EMH&T

Thus, we negotiated with Fishbeck and have reached an acceptable contract price for the professional services.

Should you have any questions or require additional information concerning this project, feel free to call.

Sincerely,

NEIL F. TUNISON, P.E., P.S.

WARREN COUNTY ENGINEER

Charles E. Petty, P.E.

Assistant Warren County Engineer

# CONSULTING SERVICES CONTRACT FOR ENGINEERING DESIGN SERVICES BUNNELL HILL ROAD DRAINAGE IMPROVEMENTS

THIS IS AN AGREEMENT, made as of the date stated below, between the Warren County Board of Commissioners, 406 Justice Drive, Lebanon, Ohio 45036 hereinafter referred to as the "OWNER," on behalf of the Warren County Engineer, hereinafter referred to as the "COUNTY ENGINEER" and Fishbeck, 11353 Reed Hartman Highway, Suite 500, Cincinnati, OH 45241, a Corporation organized, duly licensed and existing under the laws of the State of Ohio, hereinafter referred to as the "ENGINEER."

COUNTY ENGINEER intends to construct a concrete box culvert and roadside ditch, hereinafter referred to as the PROJECT. In order to proceed with the PROJECT, Engineering Services must be completed, which are part of services to be provided by ENGINEER.

OWNER and ENGINEER in consideration of their mutual covenants herein agree in respect of the performance of professional Design Engineering Services by ENGINEER and the payment for those services by OWNER as set forth below.

ENGINEER shall provide professional Engineering Services for COUNTY ENGINEER in all phases of the Project to which this Agreement applies, serve as COUNTY ENGINEER'S professional Engineering representative for the Project as set forth below and shall give professional Engineering consultation and advice to COUNTY ENGINEER during the performance of services hereunder.

# **SECTION 1 - BASIC SERVICES OF ENGINEER**

- 1.1 ENGINEER shall perform professional services as hereinafter stated, which include customary civil engineering services incidental thereto.
- 1.2 ENGINEER shall perform tasks for the PROJECT in accordance with the scope of services attached and made a part of this contract and identified as Exhibit 1, hereinafter referred to as "Basic Services". Basic Services shall include and be limited to Project Management, Site Surveying and Base Mapping, Design, and providing Project Manual.
  - 1.2.1 Basic Services <u>shall not</u> include Subdivision Re-Platting, Blanket Drainage Easement, and recordation of Plat and Legal Description for Each Property.
- 1.3 ENGINEER shall furnish to the COUNTY ENGINEER one copy of all electronic files regarding the PROJECT on a compact disk.

# SECTION 2 - ADDITIONAL SERVICES OF CONSULTANT

2.1 If authorized in writing by OWNER and COUNTY ENGINEER, ENGINEER shall furnish or obtain from others Additional Services, which are not considered normal or customary Basic Services. Such services are set forth in Exhibit 1, and identified as "if authorized" services.

# **SECTION 3 - COUNTY ENGINEER'S RESPONSIBILITIES**

#### COUNTY ENGINEER shall:

- 3.1 Provide all criteria and full information as to COUNTY ENGINEER'S requirements for the Project.
- 3.2 Assist ENGINEER by placing at his disposal all available information pertinent to the Project.
- 3.3 Furnish ENGINEER, as required for performance of ENGINEER'S Basic Services, data prepared by or services of others, including without limitation laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; property, boundary, easement, right-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restrictions, all of which ENGINEER may rely upon in performing his/her services.
- Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform his/her services.
- 3.5 Give prompt written notice to ENGINEER whenever COUNTY ENGINEER observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER'S services, or any defect in the work of the ENGINEER.
- Furnish, or direct ENGINEER to provide, upon approval of OWNER, necessary Additional Services as stipulated in Section 2 of this Agreement or other services as required.
- 3.7 Bear all costs incidental to compliance with the requirements of this Section 3.

# **SECTION 4 - PERIOD OF SERVICE**

4.1 The provisions of this Section 4 and the various rates of compensation for ENGINEER'S services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project. ENGINEER'S obligation to render services hereunder will extend for the period of time that may reasonably be required for the Traffic Engineering Services of the PROJECT, including extra work and required extensions thereto.

# **SECTION 5 - PAYMENTS TO ENGINEER**

# 5.1 Methods of Payment for Services and Expenses of ENGINEER

- 5.1.1 For Basic Services. OWNER shall pay ENGINEER for Basic Services rendered under Section 1 as follows:
- 5.1.1.1 The ENGINEER agrees to provide the Basic Services set forth in Section 1 hereof to the COUNTY ENGINEER for the PROJECT, for a fee not to exceed § 39,900.00.

# 5.2 Times of Payments

5.2.1 ENGINEER shall submit monthly progress reports for Basic and Additional Services rendered. The progress reports will be based upon ENGINEER'S estimate of the proportion of the total services actually completed at the time of billing. No payment will be processed

without a monthly progress report. OWNER shall make prompt monthly payments in response to ENGINEER'S monthly statements.

# 5.3 Other Provisions Concerning Payments

- 5.3.1 If OWNER fails to make any payment due ENGINEER for services and expenses within sixty (60) days after receipt of ENGINEER'S statement therefore, the amounts due ENGINEER shall include a charge at the rate of one percent (1%) per month from said 60th day, and in addition, ENGINEER may, after giving seven days written notice to OWNER, suspend services under this Agreement until he has been paid in full all amounts due for services and expenses.
- 5.3.2 Records of ENGINEER'S Salary Costs pertinent to ENGINEER'S compensation under this Agreement will be kept in accordance with generally accepted accounting practices. Copies will be made available to OWNER and COUNTY ENGINEER upon request prior to final payment for ENGINEER'S services.

## 5.4 Definitions

5.4.1 The Payroll Costs used as a basis for payment mean salaries and wages (basic and incentive) paid to all personnel engaged directly on the PROJECT, including, but not limited to the following; engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, all other technical personnel, stenographers, typists and clerks; plus the cost of unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay applicable thereto.

# **SECTION 6 - GENERAL CONSIDERATIONS**

# 6.1 Termination

The obligation to provide services under this Agreement may be terminated by either party upon thirty (30) days' written notice by certified mail, return receipt requested, in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. If this agreement is terminated, ENGINEER shall be paid for services performed to the termination date.

#### 6.2 Reuse of Documents

All documents including reports and maps prepared by Engineer pursuant to this Agreement are instruments of service as part of the PROJECT. They are not intended or represented to be suitable for reuse by COUNTY ENGINEER or others on extensions of the PROJECT or any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER or COUNTY ENGINEER'S risk and without liability or legal exposure to ENGINEER. Any verification or adaptation requested by OWNER or COUNTY ENGINEER to be performed by ENGINEER will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER, COUNTY ENGINEER and ENGINEER.

# 6.3 Controlling Law and Venue

This Agreement is to be governed by the law of the State of Ohio. The venue for any disputes hereunder shall be Warren County, Ohio.

# 6.4 Successors and Assigns

- 6.4.1 OWNER, COUNTY ENGINEER and ENGINEER each bind himself and his partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations of this Agreement.
- 6.4.2 Neither OWNER nor ENGINEER nor COUNTY ENGINEER shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except as stated in paragraph 6.4.1 and except to the extent that the effect of this limitation may be restricted by law. 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 this Agreement. Nothing contained in this paragraph shall prevent ENGINEER from employing such independent consultants, associates and subcontractors as he may deem appropriate to assist him in the performance of services hereunder.
- 6.4.3 Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than OWNER, COUNTY ENGINEER and ENGINEER.

# 6.5 Modification or Amendment

No modification or amendment of any provisions of this Contract shall be effective unless made by a written instrument, duly executed by the party to be bound thereby, which refers specifically to this Contract and states that an amendment or modification is being made in the respects as set forth in such amendment.

# 6.6 Construction

Should any portion of this Contract be deemed unenforceable by any administrative or judicial officer or tribunal of competent jurisdiction, the balance of this Contract shall remain in full force and effect unless revised or terminated pursuant to any other section of this Contract.

## 6.7 Waiver

No waiver by either party of any breach of any provision of this Contract shall be deemed to be a further or continuing waiver of any breach of any other provision of this Contract. The failure of either party at any time or times to require performance of any provision of this Contract shall in no manner affect such party's right to enforce the same at a later time.

# 6.8 Relationship of Parties

The parties shall be independent contractors to each other in connection with the performance of their respective obligations under this Contract.

#### 6.9 Parties

Whenever the terms "OWNER", "COUNTY ENGINEER" AND "ENGINEER" are used herein, these terms shall include without exception the employees, agents, successors, assigns and/or authorized representatives of OWNER, COUNTY ENGINEER and ENGINEER.

#### 6.10 Headings

Paragraph headings in this Contract are for the purposes of convenience and identification and shall not be used to interpret or construe this Contract.

#### 6.11 Notices

All notices required to be given herein shall be in writing and shall be sent certified mail return receipt to the following respective addresses:

TO: Warren County Commissioners Attn. Tiffany Zindel, County Administrator Attn. Neil F. Tunison, County Engineer 406 Justice Drive Lebanon, Ohio 45036

Ph. 513-695-1250

Fishbeck. Attn: Peter Soltys, P.E., P.H. 11353 Reed Hartman Highway, Suite 500

Cincinnati, OH 45241 Ph. 513-469 2370

Warren County Engineer's Office 210 W Main Street Lebanon, Ohio 45036 Ph. 513-695-3309

#### 6.12 Insurance

ENGINEER shall carry comprehensive general and professional liability insurance providing single limit coverage with a limit of \$1,000,000 per occurrence and \$2,000,000 aggregate, with no interruption of coverage during the entire term of this Contract. ENGINEER further agrees that in the event that its comprehensive general or professional liability policy is maintained on a "claims made" basis, and in the event that this contract is terminated, ENGINEER shall continue such policy in effect for the period of any statute or statutes of limitation applicable to claims thereby insured, notwithstanding the termination of the Contract. ENGINEER shall provide COUNTY ENGINEER with a certificate of insurance evidencing such coverage, which further requires and provides for thirty (30) days written notice of cancellation or non-renewal to COUNTY ENGINEER. Cancellation or nonrenewal of insurance shall be grounds to terminate this Contract.

ENGINEER shall carry statutory worker's compensation insurance and statutory employer's liability insurance as required by law and shall provide COUNTY ENGINEER with certificates of insurance evidencing such coverage simultaneous with the execution of this Contract.

## **SECTION 7 - SPECIAL PROVISIONS, EXHIBITS and SCHEDULES**

The following Exhibits are attached to and made a part of this Agreement:

Exhibit 1

## **SECTION 8 – ENTIRE AGREEMENT**

This Agreement (consisting of pages 1 to 7, inclusive), together with the Exhibit and schedules identified above constitute the entire agreement between OWNER and ENGINEER and supersede all prior written or oral understandings. This Agreement and said Exhibit and

schedules may only be amended, supplemented, modified or canceled by a duly executed written instrument, signed by all parties.

# **SECTION 9 – INDEMNIFICATION**

ENGINEER will defend, indemnify, protect, and save OWNER and COUNTY ENGINEER from any and all kinds of loss, claims, expenses, causes of action, costs, damages, and other obligations, financial or otherwise, arising from (a) negligent, reckless, or willful and wanton acts, errors or omissions by ENGINEER, its agents, employees, licensees, contractors, or subcontractors pursuant to the performance of services under this agreement; (b) the failure of ENGINEER, its agents, employees, licensees, contractors, to observe the applicable standard of care in providing services pursuant to this Contract; and (c) the intentional misconduct of ENGINEER, its agents, employees, licensees, contractor or subcontractors that result in injury to persons or damage to property.

[the balance of this page is intentionally left blank]

# SECTION 10 – EXECUTION

# **ENGINEER**:

IN EXECUTION WHER Agreement to be executed on the d	EOF, Fishbeck., an Ohio corporation for profit, has caused this late stated below by <u>Gazerory A. Tranz</u> , whose title is, pursuant to a corporate Resolution authorizing such act.
	SIGNATURE:
	OWNER:
IN EXECUTION WHER Engineer, the Warren County Boar executed on the date stated below be pursuant to Resolution No. 20.	EOF, upon written recommendation of the Warren County d of County Commissioners has caused this Agreement to be by Darid G Yound, its President
	WARREN COUNTY BOARD OF COUNTY COMMISSIONERS
·	SIGNATURE:  PRINTED NAME: David by Young  TITLE: President  DATE: 2/25/2020
RECOMMENDED BY:	APPROVED AS TO FORM:
NEIL F. TUNISON, P.E., P.S. WARREN COUNTY ENGINEE	DAVID P. FORNSHELL, R PROSECUTING ATTORNEY WARREN COUNTY, OHIO
By: heil F. Tunison, P.E., P.S.	By: My Ui Assistant Prosecuting Attorney Adam M. Ui G

STATE OF OHLO COUNTY OF Hamilton
I, <u>Sregory Tracz</u> , holding the title and position of <u>Vice President</u> at the firm <u>Fishbech</u> , affirm that I am authorized to speak on behalf of the company, board directors and owners in setting the price on the bid or proposal. I understand that any misstatements in the following information will be treated as fraudulent concealment of true facts on the submission of the bid or proposal.
I hereby swear and depose that the following statements are true and factual to the best of my knowledge:
The bid/proposal is genuine and not made on the behalf of any other person, company or client, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS.
The price of the bid/proposal was determined independent of outside consultation and was not influenced by other companies, clients or contractors, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS.
No companies, clients or contractors, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS have been solicited to propose a fake bid/proposal for comparative purposes.
No companies, clients or contractors, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS have been solicited to refrain from bidding or to submit any form of noncompetitive bidding.
The price of the bid/proposal has not been disclosed to any client, company or contractor, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS, and will not be disclosed until the formal date on
AFFIANT .
Subscribed and sworn to before me this  February 2020  DAWN M. SMITH Notary Public, State of Oh My Commission Expires August 11, 2024
Warren County.
My commission expires ADA 11 2024

# Resolution

<sub>Number</sub> 20-0309

Adopted Date February 25, 2020

ENTER INTO A PERMANENT EASEMENT AND A TEMPORARY CONSTRUCTION EASEMENT WITH SUMMIT POINTE HOMEOWNERS FOR THE LYTLE-FIVE POINTS ROAD AND BUNNELL HILL ROAD INTERSECTION ROUNDABOUT PROJECT.

WHEREAS, in order to improve Lytle-Five Points Road and Bunnell Hill Road intersection, it is necessary to construct roadway improvements. In order to do this work it is necessary to enter onto property, which is owned by Summit Pointe Homeowners; and

WHEREAS, in order to accomplish the foregoing, it is necessary to obtain a permanent easement and a temporary construction easement from the property owner; and

WHEREAS, the land for a permanent easement and a temporary construction is as follows:

Permanent Easement – Exhibit A & C- 0.206 acres Temporary Construction Easement – Exhibit B & C- 0.156 acres

WHEREAS, the negotiated price for a permanent easement and a temporary construction easement is \$7,368.00; and

NOW THEREFORE BE IT RESOLVED, to enter into permanent easement agreement and a temporary construction easement, copies of which are attached hereto and made a part hereof, with Summit Pointe Homeowners Association, Inc. for the Lytle-Five Points Road and Bunnell Hill Road intersection roundabout project for the sum of \$7,368.00.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann. Upon call of the roll, the following vote resulted:

Mr. Young – yea

Mr. Grossmann – yea

Mrs. Jones - yea

Resolution adopted this 25<sup>th</sup> day of February 2020.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

cc:

c/a—Summit Pointe Homeowners Assoc, Inc.

Engineer (file)

Easement file

Recorder (certified)

# EASEMENT AGREEMENT IN THE NAME OF AND FOR THE USE OF THE WARREN COUNTY BOARD OF COUNTY COMMISSIONERS P.I.N. #05-33-365-009-0(Pt.)

# ARTICLES OF AGREEMENT

This agreement is entered into the date stated below by Summit Pointe Homeowners Association, Inc., an Ohio corporation, whose tax mailing address is 3150 Republic Blvd N., Toledo, Ohio 43615 (hereinafter the "Grantor"), and the Warren County Board of County Commissioners, whose mailing address is 406 Justice Drive, Lebanon, Ohio 45036 (hereinafter the "Grantee").

The Purpose of this Easement Agreement is to obtain the necessary exclusive and permanent highway easement and temporary access rights for the Lytle-Five Points Road and Bunnell-Hill Road Intersection — Roundabout Improvement, being a part of a public roadway open to the public without charge, the necessity of which has been determined by Grantee's Resolution No. 19-0039, dated January 15, 2019.

That the Grantor, for and in consideration of the sum of Seven Thousand Three Hundred Sixty-Eight and no/100 Dollar(s) (\$7,368.00) and other considerations to it paid by the Grantee, the receipt and sufficiency of which are hereby stipulated, do hereby grant, bargain and sell, convey and release to the Grantee, its successors and assigns, an exclusive and permanent highway easement for the purpose of improving and maintaining a public road and a temporary construction easement for constructing the necessary project improvements upon and over the lands hereafter described, situated in Section 33, Town 3, Range 5 of Between the Miamis, Clearcreek Township, Warren County, State of Ohio and further described as follows:

# EXCLUSIVE & PERMANENT HIGHWAY EASEMENT LEGAL DESCRIPTION See Exhibit "A" for details. See Exhibit "C" for drawing.

# TEMPORARY CONSTRUCTION EASEMENT LEGAL DESCRIPTION See Exhibit "B" for details. See Exhibit "C" for drawing.

The Exclusive and Permanent Highway Easement granted herein shall bind and Inure to the benefit of each party hereto and their respective heirs, successors and assigns and shall run with the land. The Temporary Construction Easement granted herein shall bind and inure to the benefit of each party hereto and their respective heirs, successors and assigns and shall terminate upon the earlier of the completion of the Lytle-Five Points Road and Bunnell-Hill Road Intersection – Roundabout Improvement, or August 21, 2021.

Grantor shall have the right to repurchase this property for its fair market value at the time of repurchase in accordance with Ohio Rev. Code § 163.211, but only in the event Grantee decides not to use the property for the purpose stated herein. However, such right of repurchase shall be extinguished if any one of the following occurs, to-wit: (i) the Grantor declines to repurchase the property; (ii) the Grantor fails to repurchase the property within sixty (60) days after the Grantee offers the property for repurchase; (iii) a plan, contract, or arrangement is authorized that commences an urban renewal project that includes the property; (iv) the Grantee grants or transfers the property to another; or, (v) upon the expiration of five years from the date of the execution of this Easement & Agreement. The Grantor's right of repurchase is not assignable, nor does it run with the land.

Grantor acknowledges receipt of an appraisal in compliance with Ohio Rev. Code § 163.04.

[the balance of the page is blank]

# **GRANTOR**

IN EXECUTION WHEREOF, Summit Pointe Homeowners Association, Inc., the Grantor herein, has hereunto set its hand on the date stated below.

PRINTED NAME: JOHN R. PONNETT

ITS: VICE PRESIDENT

MONTCOMERY

STATE OF OHIO, COUNTY OF WARREN, ss:

me, the subscriber, a Notary Public in and for said state, personally came the above named Town R. Bowlett who acknowledged being the Well-Public in and duly authorized agent of Summit Pointe Homeowners Association, Inc., an Ohio corporation, and acknowledged the signing thereof to be the voluntary act and deed of the Grantor.

IN TESTIMONY THEREOF, I have hereunto subscribed my name and affixed my seal on this day and year aforesaid.

Notary Public:

My commission expires:

JAMES K. HEMENWAY, Attorney at Law Notary Public, State of Ohio My Commission has no expiration date. Section 147.03 O. R. C.

# **GRANTEE**

· · · · · · · · · · · · · · · · · · ·	rren County Board of County Commissioners,
the Grantee herein, has caused this instrument to be	be executed by
David & Yound, its President	on the date stated below, pursuant to
Resolution No <u>20.0309</u> , dated <u>A 25/</u>	2020
<b>V</b> X/ A 1	RREN COUNTY
	ARD OF COUNTY COMMISSIONERS
<b>D</b> O13	
	SIGNATURE:
	PRINTED NAME: David Groung
	TITLE: President
	DATE: 2/25 /2020
STATE OF OHIO, COUNTY OF WARREN, s	ss.
Silved of Onio, Cooling of Transport	
BE IT REMEMBERED, on this 25	day of February, 20 20 before
me, the subscriber, a Notary Public in and for said	d state, personally came an individual known or
proven to me to be David by Young, +	President of the Warren County Board
of County Commissioners, being the Grantee in	
signing thereof to bekes voluntary act and deed	d, and pursuant to the Resolution authorization
to act.	
AUDITORIA TECTIMONIA TIMEDEOE I have be	rounts subscribed my name and affixed my soal
on this are and year aforesaid.	reunto subscribed my name and affixed my seal
LAURA K. LANDER	
NOTARY PUBLIC STATE OF OHIO	
	ary Public:
Warren County	commission expires: 18/86/8002
My Comm. Exp. 12/26/2022	•
Prepared by:	
DAVID P. FORNSHELL,	
PROSECUTING ATTORNEY	
WARREN COUNTY, OHIO	
By:	
Adam Nice, Assistant Prosecutor	
520 Justice Drive	
Lebanon, OH 45036	
Ph. (513) 695-1399	
Email: Adam.Nice@warrencountyprosecutor.com	<u>1</u>

# EXHIBIT A

Ver. Date 03/21/2019

PART OF PIN 05-33-365-009

# WAR-CR46/TR128-ROUNDABOUT PERPETUAL EASEMENT FOR HIGHWAY PURPOSES WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS IN THE NAME AND FOR THE USE OF THE ENGINEER'S OFFICE OF WARREN COUNTY, OHIO

An exclusive perpetual easement for public highway and road purposed, including, but not limited to any utility construction, relocation and/or utility maintenance work deemed appropriate by the Engineer's Office of Warren County, Ohio, its successors and assigns forever.

Grantor/Owner, for himself and his heirs, executors, administrators, successors and assigns, reserves all existing right of ingress and egress to and from any residual area (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

#### [Surveyor's description of the premises follows]

Situated in the State of Ohio, County of Warren, and Township of Clearcreek and being a part of Section 33, Town 3, Range 5 of Between the Miami's original land subdivision;

Being part of a record 3.6533 acre parcel, as conveyed to Summit Pointe Homeowners Association, Inc. by Official Record Volume 3791 and Page 318 of the Warren County Recorder's Records, also being Parcel A Open Space of Summit Pointe Section One, Plat Book 55 and Page 59 of the plat records of Warren County, being bounded and described as follows:

Beginning at the Southwest corner of Section 33 and the intersection of the centerline of Township Road 128 (Bunnell Hill Road) with the centerline of County Road 46 (Lytle-Five Points Road);

thence South 84 degrees 30 minutes 41 seconds East, for a distance of 311.63 feet, along the southerly line of Section 33 and the centerline of County Road 46 (Lytle-Five Points Road), to a point;

thence North 05 degrees 29 minutes 19 seconds East, for a distance of 40.00 feet, perpendicular to the southerly line of Section 33 and the centerline of County Road 46 (Lytle-Five Points Road), to a point on the existing northerly right-of-way line of County Road 46 (Lytle-Five Points Road), said point being the Principle Point of Beginning for the parcel described herein;

# EXHIBIT A

- 1. thence North 84 degrees 30 minutes 41 seconds West, along the existing northerly right-of-way line of County Road 46 (Lytle-Five Points Road), for a distance of 271.95 feet, to a point at the intersection of the existing northerly right-of-way line of County Road 46 (Lytle-Five Points Road) and the existing easterly right-of-way line of Township Road 128 (Bunnell Hill Road);
- 2. thence North 05 degrees 01 minutes 22 seconds East, for a distance of 270.30 feet, along the existing easterly right-of-way line of Township Road 128 (Bunnell Hill Road), to a point;
- 3. thence South 86 degrees 51 minutes 01 seconds East, for a distance of 21.74 feet, to a point;
- 4. thence South 03 degrees 08 minutes 59 seconds West, for a distance of 193.98 feet, to a point;
- 5. thence South 00 degrees 16 minutes 48 seconds East, for a distance of 58.45 feet, to a point:
- 6. thence South 29 degrees 09 minutes 39 seconds East, for a distance of 14.35 feet, to a point;
- 7. thence South 84 degrees 18 minutes 21 seconds East, for a distance of 230.50 feet, to a point;
- 8. thence South 05 degrees 41 minutes 39 seconds West, for a distance of 6.57 feet, to the Principle Point of Beginning and containing 0.206 acres, more or less, out of Auditor Parcel Number 05-33-365-009.

The Basis of Bearing referred to herein is relative to Grid North of the Ohio State Plane Coordinate System, South Zone, NAD83 (2011) Datum.

This description was prepared and reviewed under the direct supervision of Brian J. Oyer P.S. 8732, from a survey by Strand Associates, Inc in early 2015 and August 2018.

Date:	
	Brian J. Over P.S. 8732

#### EXHIBIT B

Ver. Date 03/21/2019

PART OF PIN 05-33-365-009

# WAR-CR46/TR128-ROUNDABOUT TEMPORARY EASEMENT FOR THE PURPOSE OF PERFORMING THE WORK NECESSARY TO CONSTRUCT A ROUNDABOUT BY THE ENGINEER'S OFFICE OF WARREN COUNTY, OHIO

# [Surveyor's description of the premises follows]

Situated in the State of Ohio, County of Warren, and Township of Clearcreek and being a part of Section 33, Town 3, Range 5 of Between the Miami's original land subdivision;

Being part of a record 3.6533 acre parcel, as conveyed to Summit Pointe Homeowners Association, Inc. by Official Record Volume 3791 and Page 318 of the Warren County Recorder's Records, also being Parcel A Open Space of Summit Pointe Section One Plat Book 55 and Page 59 of the plat records of Warren County, being bounded and described as follows:

Beginning at a point at the Southwest corner of Section 33 and the intersection of the centerline of Township Road 128 (Bunnell Hill Road) with the centerline of County Road 46 (Lytle-Five Points Road);

thence South 84 degrees 30 minutes 41 seconds East, for a distance of 311.63 feet, along the centerline of County Road 46 (Lytle-Five Points Road), to a point;

thence North 05 degrees 29 minutes 19 seconds East, for a distance of 40.00 feet, perpendicular to the southerly line of Section 33 and the centerline of County Road 46 (Lytle-Five Points Road), to a point on the existing northerly right-of-way line of County Road 46 (Lytle-Five Points Road), said point being the **Principle Point of Beginning** for the parcel described herein;

- 1. thence North 05 degrees 41 minutes 39 seconds East, for a distance of 6.57 feet, to a point;
- 2. thence North 84 degrees 18 minutes 21 seconds West, for a distance of 230.50 feet, to a point;
- 3. thence North 29 degrees 09 minutes 39 seconds West, for a distance of 14.35 feet, to a point;

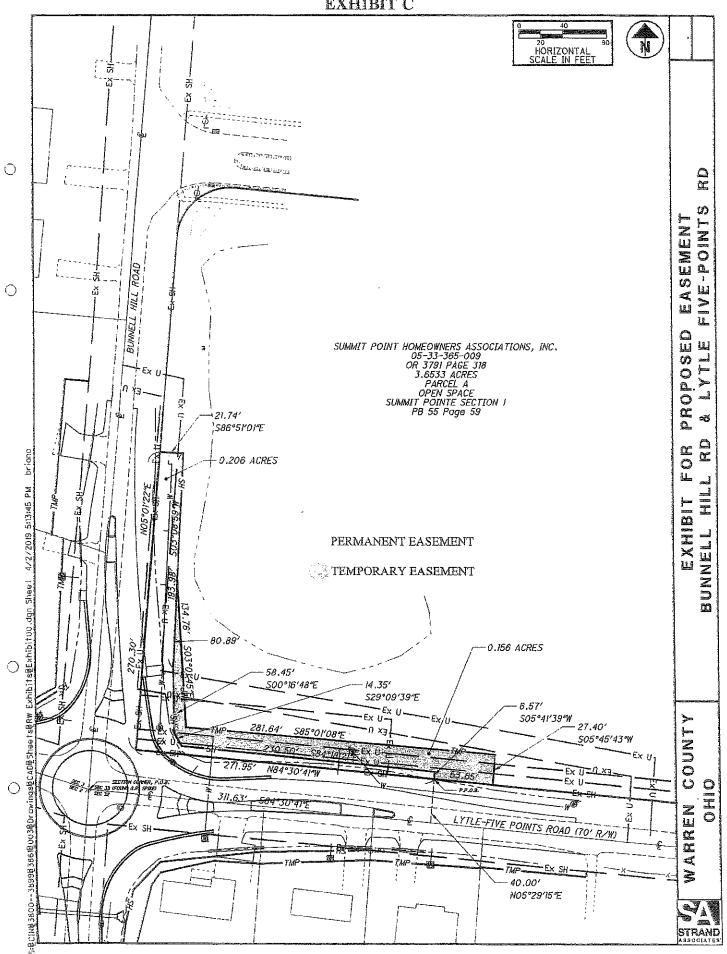
#### EXHIBIT B

- 4. thence North 00 degrees 16 minutes 48 seconds West, for a distance of 58.45 feet, to a point;
- 5. thence North 03 degrees 08 minutes 59 seconds East, for a distance of 80.89 feet, to a point;
- 6. thence South 03 degrees 01 minutes 45 seconds East, for a distance of 134.76 feet, to a point;
- 7. thence South 85 degrees 01 minutes 08 seconds East, for a distance of 281.64 feet, to a point;
- 8. thence South 05 degrees 45 minutes 43 seconds West, for a distance of 27.40 feet, to a point on the existing northerly right-of-way line of County Road 46 (Lytle-Five Points Road);
- 9. thence North 84 degrees 30 minutes 41 seconds West, for a distance of 53.65 feet, along the existing northerly right-of-way line of County Road 46 (Lytle-Five Points Road), to the **Principle Point of Beginning** and containing 0.156 acres, more or less, out of Auditor Parcel Number 05-33-365-009.

The Basis of Bearing referred to herein is relative to Grid North of the Ohio State Plane Coordinate System, South Zone, NAD83 (2011) Datum.

This description was prepared and reviewed under the direct supervision of Brian J. Oyer P.S. 8732, from a survey by Strand Associates, Inc in early 2015 and August 2018.

Date:	
	Brian J. Oyer P.S. 8732



# Resolution

<sub>Number</sub> 20-0310

Adopted Date \_ February 25, 2020

ENTER INTO A TEMPORARY ENTRANCE AND WORK AGREEMENT WITH SUMMIT POINTE HOMEOWNERS ASSOCIATION, LLC. FOR THE LYTLE FIVE POINTS ROAD AND BUNNELL HILL ROAD INTERSECTION ROUNDABOUT PROJECT

WHEREAS, in order to improve Lytle Five Points Road and Bunnell Hill Road Intersection Roundabout Project, it is necessary to enter onto the property, parcel #05-33-365-009 located on Summitview Court, Springboro, OH. 45066 which is owned by Summit Pointe Homeowners Association, LLC, grantor; and

WHEREAS, in order to complete this work; Grantee requests permission from Grantor to enter onto the said real estate for the purpose of completing the following items of work:

- 1. Remove trees, tree limbs, and/or brush as necessary for construction of the project.
- 2. Construct the project per the approved plans.
- 3. When weather permits, seed and straw any disturbed area.

WHEREAS, in order to accomplish the foregoing, it is necessary to enter into a temporary entrance and work agreement with the property owner; and

NOW THEREFORE BE IT RESOLVED, to enter into a Temporary Entrance and Work Agreement with Summit Pointe Homeowners Association, LLC, for the Lytle Five Points Road and Bunnell Hill Road Intersection Roundabout Project, a copy of which is attached hereto and made a part hereof, for the sum of \$1.00 as consideration thereof.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann. Upon call of the roll, the following vote resulted:

Mr. Young - yea

Mr. Grossmann - yea

Mrs. Jones - yea

cc:

Resolution adopted this 25<sup>th</sup> day of February 2020.

**BOARD OF COUNTY COMMISSIONERS** 

c/a—Summit Pointe Homeowners Assoc, Inc

Engineer (file)

#### TEMPORARY ENTRANCE AND WORK AGREEMENT

## ARTICLES OF AGREEMENT

This agreement is entered into on the date stated below by Summit Pointe Homeowners Association, Inc., a not-for-profit corporation, whose tax mailing address is 3150 Republic Blvd N, Toledo, Ohio 43615 (hereinafter the "Grantor"), and the Warren County Board of County Commissioners, whose mailing address is 406 Justice Drive, Lebanon, Ohio 45036 (hereinafter the "Grantee").

## Witnesseth:

In order to improve the public safety, the Lytle Five Points Road and Bunnell Hill Road Intersection Improvements are to be constructed. In order to construct the project, it is necessary to enter onto property owned by Grantor. The subject real estate is located on Summitview Court, Springboro, Ohio 45066, and is identified as Parcel #05-33-365-009. Grantee requests permission from Grantor to enter onto the said real estate for the purpose of completing the following items of work:

- 1. Remove trees, tree limbs, and/or brush as necessary for construction of the project
- 2. Construct the project per the approved plans.
- 3. When weather permits, seed and straw any disturbed areas.

Upon completion of the above mentioned items of work, the Grantee agrees to restore any disturbed property, with the exception of any trees, tree limbs and brush that are removed, to its original condition, but not better than any pre-existing condition.

Now, therefore, in consideration of One Dollar (\$1.00), the receipt and sufficiency of which are hereby stipulated, Grantor does hereby grant a *license* to Grantee, its agents and employees, to enter onto the aforesaid real estate to complete the aforementioned items of work.

This Temporary Entrance and Work Agreement shall bind and inure to the benefit of each party hereto and their respective heirs, successors and assigns and shall terminate upon the completion of the Lytle Five Points Road and Bunnell Hill Road Intersection Improvements or until December 31, 2021, whichever comes first.

[the remainder of this page is blank]

Y's

IN EXECUTION WHEREOF, JOHN R. BONNETT, VALE PRESIDENT
(name, title) for Summit Pointe Homeowners
Association, Inc., an Ohio not-for-profit corporation, pursuant to the authority granted to her by
the Board of Trustees to execute this Agreement on behalf the Grantor herein, has hereunto set
heris hand on the date stated below.

Grantor:

Summit Pointe Homeowners Association, Inc.

Jame: Jahn

litie.

Sign:

Date:

STATE OF OHSO, COUNTY OF MONTAMENTS.

IN TESTIMONY THEREOF, I have hereunto subscribed my name and affixed my seal on this day and year aforesaid.

Notary Public:

My commission a

JAMES K. HEMENWAY, Attorney at Law Notary Public, State of Ohio My Commission has no expiration date. Section 147.03 O. R. C.

[the remainder of this page is blank]

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners, the Grantee herein, have caused this agreement to be executed by <u>David to Young</u> , its <u>Pasided</u> on the date stated below, pursuant to Resolution Number <u>20 -0310</u> , dated <u>2/25/2020</u>			
	Grantee:		
	Signature:		
	Printed Name: David of Young		
	Title: President		
	Date: 2/25/2020		
	,		
STATE OF OHIO, WARREN COUNTY, ss.			
BE IT REMEMBERED, that on this 25 day of February, 2020 before me, the subscriber, a Notary Public in and for said state, personally came a certain individual known or proven to me to be 10 md 6 young, 10 years of the Warren County Board of County Commissioners, being the Grantee in the foregoing Agreement, and acknowledged the signing thereof to be 10 voluntary act and deed, and pursuant to the Resolution authorizing winto act.			
IN TESTIMONY THEREOF, I have hereunto subscribed my name and affixed my seal on this day and year aforesaid.			
NAURA K. LANDER NOTARY PUBLIC STATE OF OHIO Recorded in Warren County My Comm. Exp. 12/26/2022	Notary Rublic: 4		
DAVID P. FORNSHELL, PROSECUTING ATTORNEY WARREN COUNTY, OHIO			
By:  Roger L. Sorey, Assistant Prosecutor, Adam 500 Justice Drive Lebanon, OH 45036 Ph. (513) 695-1782 Fx. (513) 695-2962 Email: Roger.Sorey@co.warren.oh.us	M. Nice		

# **BOARD OF COUNTY COMMISSIONERS** WARREN COUNTY, OHIO

# Resolution

Number 20-0311

Adopted Date \_February 25, 2020

APPROVE AND AUTHORIZE THE PRESIDENT OF THE BOARD TO ENTER INTO AN ON-THE-JOB-TRAINING AGREEMENT ON BEHALF OF OHIOMEANSJOBS WARREN **COUNTY** 

BE IT RESOLVED, to approve and authorize the President of the Board to enter into an On-the-Job-Training Agreement with the following companies, as attached hereto and made part hereof:

Mitsubishi Electric Automotive America 4773 Bethany Road Mason, OH 45040

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann. Upon call of the roll, the following vote resulted:

Mr. Young - yea

Mr. Grossmann - yea

Mrs. Jones – yea

Resolution adopted this 25<sup>th</sup> day of February 2020.

BOARD OF COUNTY COMMISSIONERS

cc:

c/a—OhioMeansJobs OhioMeansJobs (file)

# Classroom Training Agreement

This Agreement is entered into and made between the Warren County Board of Commissioners, hereinafter Commissioners, on behalf of OhioMeansJobs Warren County, hereinafter OMJWC, and **Dental Assistant Pro**, 767 Columbus Avenue, **Lebanon**, Ohio 45036, hereinafter referred to as "Contractor".

# Purpose:

This agreement is entered into in order that the Contractor may provide occupational trainings such as Dental Assistant Training and similar programs.

# Terms of the Agreement:

This Agreement shall be effective upon execution by the Commissioners through June 30, 2020. The Contractor understands that this Agreement is contingent upon the OMJWC's receipt of Workforce Innovation and Opportunity Act (WIOA), National Emergency Grant (NEG) or any supplemental funding through the State of Ohio or the U.S Department of Labor. The Contractor understands that if said funding is not provided, that this Agreement will be null and void as of the date the OMJWC notifies the Contractor in writing that said funding is not available.

# Responsibilities of the Contractor:

- 1. Contractor agrees to assume any and all of its own administrative costs and further agrees that said cost will not be passed through in any manner to OMJWC or its trainees in relation to any training program funded through OMJWC.
- 2. The Contractor understands and agrees that OMJWC shall only incur financial obligation for each trainee upon provision to the Contractor by OMJWC of a signed letter of authorization and/or an approved Individual Training Account. Any additional training costs not covered by this agreement must receive prior OMJWC written approval and will require sufficient documentation of the additional training costs.
- The Contractor will issue refunds for non-attendance and/or withdrawal for those trainees supported under this Agreement which shall be subject to and consistent with the Contractor's established and written policy relative to the refund of tuition and fees. No tuition will be paid until trainee's attendance exceeds the established refund policy date. Invoices may not indicate dates prior to the date that the WIOA funded trainee actually attends class/training. Test vouchers will not be paid until the trainee has completed classroom training necessary to prepare his/her for passage of the test. Testing fees should be broken out from tuition costs and listed separately on invoices.

- 4. The Contractor agrees to reduce OMJWC's financial obligation for tuition, fees and books equal to each funded trainee's financial aid award from the Ohio Instructional Grant, Supplemental Education Opportunity Grant and/or Pell Grant. The distribution of the awards should appear as a reduction of tuition cost on the regular invoice for each term. The Contractor is responsible for disclosing to OMJWC all sources of grants, entitlements and /or scholarships to avoid cost duplication, with verification, upon request, of the amounts and dispositions of the PELL, OIG and/or SEOG, if such awards are applicable. The amount of these funding sources being applied to fees and tuition is to be clearly indicated on all invoices sent to OMJWC for payment.
- 5. The Contractor will begin training on the effective date as specified on the letter of authorization and/or the Individual Training Account and will perform subsequent written revisions and modifications relative thereto as negotiated with and approved by OMJWC. No changes will be made in training curriculum or dates without prior written approval from OMJWC.
- 6. The Contractor agrees to maintain and preserve for five years all records pertaining to transactions related to this Agreement including finances, trainee attendance and trainee progress and agrees that OMJWC, Comptroller General of the United States, the Secretary of Labor, the Governor of the State of Ohio or his authorized representative may at all times have access to such records for five years after final payment has been made under this Agreement. OMJWC reserves the right to request the Contractor to provide evidence of the training cost and the Contractor will be subject to periodic review by OMJWC or its designated agent(s). The Contractor agrees to provide OMJWC with copies of the previously mentioned records within five working days of the request and to maintain all trainee financial records in accordance with Generally Accepted Accounting Principles.
- 7. The Contractor shall, through the signature of class instructors or designated school personnel, be required to verify trainee attendance on a monthly basis and provide copies of all trainee grade transcripts or, if applicable, general progress reports or changes in enrollment status to OMJWC.
- 8. OMJWC or its authorized representative, the Secretary of Labor, the Governor of the State of Ohio or his authorized representative may at all times have access to and the right to inspect the place of training under this Agreement when necessary to assure the progress and quality of training or to determine compliance with the Agreement terms.
- 9. Trainees will not be terminated for inappropriate actions or misconduct without ten days prior written notification to the affected trainee. The trainee shall have reasonable opportunity for correction or improvement with prior consultation with OMJWC, except for cases of trainee misconduct which are severe enough to

- require immediate dismissal as per Contractor written policies in the course catalog.
- 10. If an adverse action is taken against any trainee, such trainee will be given an opportunity to be heard and have his/her case considered under the established appeal procedures of the Contractor.
- 11. The Contractor shall repay to OMJWC amounts found not to have been expended in accordance with the Workforce Innovation & Opportunity Act and/or the Welfare Reform Act. OMJWC may offset such amounts against any other amount to which the Contractor is or may be entitled to unless OMJWC determines the Contractor should be held liable due to mis-expenditure of funds due to willful disregard of the Acts, gross negligence and/or failure to observe accepted standards of administration.
- 12. The Contractor will share with OMJWC staff all WIOA and/or NEG required follow-up information obtained on each WIOA/NEG-funded trainee and program performance information requested by Area 12.
- 13. The Contractor shall carry commercial general liability insurance for bodily injury, personal injury and property damage in an amount not less than \$1,000,000 per person, \$2,000,000 per occurrence and \$2,000,000 aggregate while performing any services for the Board in accordance with the terms of this contract and shall provide proof of compliance with this condition. The Contractor shall also maintain liability insurance to cover all of its employees and agents for any liability arising out of their conduct while in the employ of the Contractor in connection with the services rendered pursuant to this agreement.

# Responsibilities of OMJWC:

- 1. It is the responsibility of OMJWC to determine an applicant's eligibility.
- 2. OMJWC will provide to the Contractor a signed letter of authorization and/or an approved Individual Training Account.
- 3. OMJWC will make payment to the Contractor within approximately thirty days after the receipt of an accurate invoice and any necessary supporting documentation. The Contractor, upon acceptance of final payment of the amount due under this agreement, less any credits, refunds or rebates due, shall release and forever discharge OMJWC from all pecuniary and legal liabilities, obligations and claims arising from this Agreement.

## **General Provisions:**

1. OMJWC or the Contractor may, with the written concurrence of the other party, modify the conditions for training outlined in this Agreement. If any such change

- causes a modification in the cost or time required for the completion of services under this Agreement, the modification shall be signed by both parties before the change becomes effective.
- 2. Termination of this Agreement may be made without cause by either party. This termination requires ten days advanced written notification.
- 3. This Agreement and the rights of the parties hereunder shall be governed by the laws of the State of Ohio and only Ohio courts shall have jurisdiction over any actions or proceedings concerned with this Agreement and/or performance thereunder.
- 4. Commissioners and OMJWC covenant that, to the best of their knowledge, no person under its employ, who presently exercises and functions or responsibilities in connection with the Contractor or projects or programs funded by the Contractor, has any personal financial interest, direct or indirect, in the Agreement. Commissioners and OMJWC further covenant that in the performance of this Agreement, no person having such conflicting interest shall knowingly be employed by the Commissioners and OMJWC. Any such interest, on the part of the Commissioners and OMJWC or its employees, when known, must be disclosed in writing to the Contractor.
- 5. By signing this Agreement, Commissioners and OMJWC certify that they are currently in compliance with, and will continue to adhere to the requirements of the Ohio Ethics Law as provided by Ohio Revised Code Sections 102.03 and 102.04.
- 6. Commissioners and OMJWC hereby certify that all applicable parties listed in Division (I)(3) or (J)(3) of Ohio Revised Code Section 3517.13 are in full compliance with Divisions (I)(1) and (J)(1) of Ohio Revised Code Section 3517.13.

### **Assurances and Certifications:**

- 1. Any patent rights, copyrights and/or rights in data resulting from this Agreement shall be the sole property of OMJWC.
- 2. The Contractor shall not assign any part of the Agreement without the written consent of OMJWC.
- 3. Attempts shall be made to resolve all disputes through an informal process among the trainee, the Contractor and OMJWC. If resolution does not occur to the satisfaction of any party, the first step is to use existing grievance procedures, if any, established by the Contractor to resolve disputes with trainees. If the Contractor has no internal grievance procedures or if the dispute remains unresolved, the parties agree to participate in and be bound by determinations resulting from OMJWC's grievance, complaint and disallowed cost resolution procedure.
- 4. During the performance of this Agreement, the Contractor will not discriminate against any trainee because of religion, race, political affiliation, color, sex, sexual orientation, national origin, ancestry, physical handicap, age or creed and shall not engage in any sectarian training activity.
- 5. The Contractor shall abide by appropriate standards for OSHA health and safety standards in training situations.
- 6. The Contractor assures that it is an accredited training institution which employs qualified instructors and which will comply with the local, state, federal, license and insurance requirements.
- 7. The Contractor will defend, indemnify, protect and save OMJWC harmless from any and all kinds of loss, claims, expenses, causes of action, costs, damages and other obligations, financial or otherwise, arising from (a) negligent, reckless or willful and wanton acts, errors or omissions by the Contractor, its agents, employees, licensees, contractors or sub-contractors; (b) the failure of the Contractor, its agents, employees, licensees, contractors, to observe the applicable standard of care in providing services pursuant to this Agreement; and (c) the intentional misconduct of the Contractor, its agents, employees, licensees, contractors, or sub-contractors that result in injury to persons or damage to property.
- 8. This Agreement contains the entire Agreement between the parties with respect to the subject matter thereof, and supersedes all prior written or oral Agreements between the parties. No representations, promises, understandings or Agreements, or otherwise, not herein contained shall be of any force or effect.

### Signature Page

In witness whereof, the parties have executed this instrument on the date(s) indicated below:

	(1/1/9)	2/25/2020
Tom-Grossmann, President Dovid 6 Young		Date

### Contractor

18. Ago hust	224/2020
Authorized Contractor Signature	Date

Dr. Gregg L. Testerman	2/24/2020
Typed Name of Authorized Contractor	Date

Approved	98	tn	form	•
Approveu	<b>a</b> 5	w	101 111	•

Keith Anderson, Asst. Prosecutor  $\frac{2 - 19 - 202C}{\text{Date}}$ 

Number 20-0312

Adopted Date \_February 25, 2020

APPROVE AND AUTHORIZE THE PRESIDENT OF THE BOARD TO ENTER INTO CLASSROOM TRAINING AGREEMENT ON BEHALF OF OHIOMEANSJOBS WARREN **COUNTY** 

BE IT RESOLVED, to approve and authorize the President of the Board to enter into Classroom Training Agreement with the following educational institution, as attached hererto and made part hereof:

Dental Assistant Pro 767 Columbus Ave. Lebanon, OH 45036

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann. Upon call of the roll, the following vote resulted:

Mr. Young - yea Mr. Grossmann - yea Mrs. Jones – yea

Resolution adopted this 25<sup>th</sup> day of February 2020.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

cc:

c/a—OhioMeansJobs OhioMeansJobs (file)



FOR THE EMPLOYER:

### **OJT Employer Agreement Form**

FOR OMJ | BCW WIOA AREA 12:

Where Talent Meets Opportunity

OJT Agreement No.: 0000-00000

This On-the-Job Training (OJT) Agreement is between Mitsubishi Electric Automotive America and OhioMeansJobs | Warren County (OMJ|BCW) Area 12. Funding is made available for the sole purpose of providing On-the-Job Training (OJT) funds to EMPLOYER who is hiring one or more workers certified by the OMJ | BCW WIOA AREA 12 and referred to the EMPLOYER. It is hereby mutually understood and agreed that the administration and professional implementation of all Workforce Innovation and Opportunity Act Programs is the responsibility of OMJ | BCW WIOA AREA 12. As such, the implementation personnel of the EMPLOYER shall perform the required services of this Agreement at the direction and instruction of the U.S. Department of Labor, State of Ohio and the W.I.O.A. Program Administrator of OMJ | BCW WIOA AREA 12. Payments are subject to receipt of funds from the State of Ohio.

This agreement is effective on \_\_\_\_\_and shall remain in effect through June 30<sup>th</sup>, 2020 or earlier when all Training Plans initiated through are completed.

The EMPLOYER will be paid a percentage (up to 50%) of each Trainee's regular wages as specified in the individual's training plan during the Training Period, up to \$8000. The Local Workforce Agency must approve all Trainees and Training Plans prior to the beginning of the Training Period. Payments may be requested on the day Training is completed (25%) and when the Retention Period is completed (25%). If the employee quits or leaves employment for reasons completely beyond the control of the employer, the employer may be eligible for the individual's qualifying wages. Payments must be requested within 30 calendar days after the end of the Training or Retention Period, using the OJT Invoice Form specified by the Local Workforce Area. Late invoice submission may void payment rights.

OJT Requirements that follow are included by reference. The OJT Employer Checklist and any Training Plans are also included in this agreement by reference. This agreement may be modified, in writing, at any time upon written agreement of both parties.

Material deviations from this agreement, Training Plans or OJT Requirements may void the right to reimbursement or require repayment by the EMPLOYER of funds previously received from OMJ | BCWWIOA AREA 12.

The EMPLOYER and OMJ | BCWWIOA AREA 12 agree to all the terms in this OJT agreement by signing below.

Company Name: Mitsubishi Electric Autom America		Name: Warren County Board of C behalf of OhioMeansJobs   Warre	n County
Address: 4773 Bethany Road, Mason, OH,	45040	Address: 300 East Silver St. Leba	non, OH 45036
1//		Main Phone No. 513-695-1130	
		Fax: 513-695-2985	
- 11 h	/21/19	1)/1	2/25/2020
Authorized Signature	Date	Authorized Signature	Date
Printed Name and Title	<del></del>	David to Joung Printed Name and Title	President
John Henry THENR	YCHEAA. MEA. COM		
Contact Person and E-mail Address	N=	Contact Person and E-mail Addre	ess



### **OJT Employer Agreement Form**

Where Talent Meets Opportunity

#### **OJT Requirements**

#### KEY PAYMENT DEFINITIONS

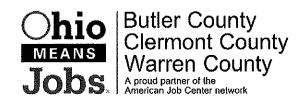
<u>Training Completion:</u> Training is complete when the Training Period is over and/or the Trainee meets the Employer's standard for each "skill to be learned" as shown in the Training Plan. OMJ | BCWWIOA AREA 12 staff will help with training design.

<u>Trainee Regular Wages:</u> These are the amounts earned by the Trainee for work performed during the training period. Wages include regular "straight time" for actual hours worked with no overtime premium, holiday pay or fringe benefits included. The maximum OJT is \$8,000 per trainee or up to 50% of the trainee's regular wages during the training period.

Contact your OMJ | BCWWIOA AREA 12 representative within 30 days if a Trainee quits or is fired.

#### APPLICABLE LAWS AND RULES

- 1. The EMPLOYER shall comply with all applicable Federal, State, and local laws, rules and regulations, including but not limited to the Fair Labor Standards Act, as amended, which deal with or are related to employment of persons who perform work or are trained under this Agreement.
- 2. Training positions covered by this OJT agreement have not been created by relocating the business and displacing former employees within the last four (4) months.
- 3. The Employer has not been debarred, suspended, declared ineligible or voluntarily excluded from Federal contracting.
- 4. No Trainee shall be illegally discriminated against on the grounds of race, color, religion, sex, national origin, age, disability, political affiliation or belief, citizenship, or solely because they are participating in W.I.O.A. under this Agreement.
- 5. This OJT will not result in the displacement of employed workers nor impair existing contracts for services nor result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed.
- 6. If the Employer has not established a grievance procedure regarding the terms and conditions of employment, the grievance procedure of OMJ | BCWWIOA AREA 12 will be utilized. The Employer shall inform Trainees of the grievance procedure to be followed.
- OMJ | BCWWIOA AREA 12 in writing prior to the sale, closure or transfer of its business. Failure to notify shall void the right to payment under this OJT agreement.
- 8. The EMPLOYER assures that no former employee is in layoff in the same or similar position as the position for which this OJT Agreement is being written and approved.
- 9. No currently employed worker shall be displaced by any trainee. This includes partial displacement such as reduction in the hours of non-overtime work, wages, or employment benefits.
- 10. No funds may be used to assist in relocating the EMPLOYER'S company or parts thereof from one area to another, especially if said location results in a loss of employment at the original location.
- 11. EMPLOYER assures compliance with all applicable business licensing, taxation and insurance requirements.
- 12. EMPLOYER assures that trainees are being trained for jobs that are necessary for current and future operation and the trainees are expected to continue permanent employment upon successful completion of this OJT Agreement.
- 13. EMPLOYER agrees to adhere to the rules and regulations of the Workforce Innovation and Opportunity Act and as amended.
- 14. EMPLOYER agrees to hold harmless OMJ | BCWWIOA AREA 12 for ineligible costs and insures that OMJ | BCWWIOA AREA 12 shall be relieved of liability and damages sustained by ineligible costs as determined by a fiscal audit. Moreover, the EMPLOYER agrees to indemnify and hold harmless OMJ | BCWWIOA AREA 12 and insure that OMJ | BCWWIOA AREA 12 shall be relieved of liability and damages sustained by virtue of any act or failure to act by which the EMPLOYER shall be responsible.
- 15. Funds may not be redistributed hereunder without approval of OMJ | BCWWIOA AREA 12 and amendment to the Agreement.
- 16. Employer shall not use any part of the funds received pursuant to this agreement to employ persons to whom employer is related by consanguinity or marriage.



### **OJT Employer Agreement Form**

Where Talent Meets Opportunity

- 17. The EMPLOYER shall agree to attempt to resolve disputes arising from this Agreement through Workforce Innovation and Opportunity Area administrative process and negotiations in lieu of litigation. The EMPLOYER ensures performance during disputes.
- 18. Both parties to this Agreement ensure that no funds under this Agreement shall be used for lobbying activities. The EMPLOYER certifies compliance with the executive agency lobbying restrictions contained in Ohio Revised Code 121.60 to 121.69 and 31 USC 1352.
- 19. Both parties to this Agreement ensure that their officers, employees and agents will not solicit or accept gratuities, favors or anything of monetary value as a result of the Agreement. Neither will any trainee be charged a fee for the referral or placement of said trainee under this Agreement.
- 20. The EMPLOYER shall ensure that no activities, work or training under this Agreement are in conflict with the terms and conditions of a collective bargaining agreement or contract for services, The EMPLOYER further ensures that nothing under this Agreement shall impair any aspect of an existing collective bargaining agreement, except that no person funded by W.I.O.A. which would be inconsistent with the terms of a collective bargaining agreement shall be undertaken without the written concurrence of the EMPLOYER and the affected labor organization.
- 21. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Ohio. Should any portion of this Agreement be unenforceable by operation of statute or by administrative or judicial decision, the operation of the balance of this Agreement is not affected as long as the absence of the illegal or unenforceable provision does not render the performance of the remainder of the Agreement impossible.

#### TRAINEES

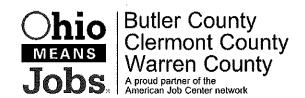
- Only those persons determined eligible by OMJ | BCWWIOA AREA 12 will be trained under this OJT agreement.
- 2. Trainees must be authorized to work in the United States and all trainees who are required to register with the Selective Service System have done so in compliance with the Military Selective Service Act.
- 3. No OJT Trainee may assist, promote or deter union organizing or engage in political activities during work hours.
- 4. OJT Trainees shall not be employed in the construction, operation or maintenance of any facility which is used for religious instruction or worship.
- 5. No OJT Trainee will be required or permitted to work or train in buildings or surroundings under working conditions which are unsanitary, hazardous or dangerous to the Trainee's health or safety.
- 6. No OJT Trainees may be members of the immediate family of the EMPLOYER or its Officers.

#### TRAINEE WAGES AND BENEFITS

- 1. Hourly wages paid to a Trainee shall not be less than the hourly wage specified in the Training Plan.
- 2. Appropriate worker's compensation insurance protection will be provided to all Trainees by the EMPLOYER
- 3. Each Trainee shall be provided pay, benefits and working conditions at the same level and to the same extent as other employees working a similar length of time and doing the same type of work. Compensation must be no less than the highest of Federal, or State minimum wage. The maximum OJT reimbursement per trainee is \$8,000 or up to 50% of the trainee's regular wages during the training period.
- 4. All trainees hired through this OJT Agreement are considered employees of the EMPLOYER as of the date of hire and are entitled to all rights and benefits normally provided to employees of the EMPLOYER.
- 5. The EMPLOYER shall assure that appropriate standards for health and safety in work and training situations are maintained.
- 6. The EMPLOYER accepts full responsibility for prompt payment of all applicable unemployment compensation contributions or reimbursements, insurance premiums, workers' compensation premiums, all income tax deductions, social security deductions, and any and all other employer taxes and payroll deductions required for all employees.

#### RECORDS

 The EMPLOYER shall retain all records pertaining to this program for a period of six (6) years. These records include but are not limited to financial, statistical, property, and participant records and supporting documentation. Additionally, records for nonexpendable property shall be



### **OJT Employer Agreement Form**

Where Talent Meets Opportunity

retained for whichever period is longer, six (6) or three (3) years after final disposition of the property. The aforementioned records will be retained beyond the six (6) year period if any litigation is begun, and audit has not been completed or if a claim is instituted involving the contractual agreement covered by these records. In these instances, the records will be retained until the litigation, audit or claim has been finally resolved. The six (6) year retention period for individual participant records will begin upon the date the participant is terminated from W.I.O.A.

- 2. The Employer agrees that authorized representatives of OMJ | BCWWIOA AREA 12 shall be given reasonable access to facilities and records.
- 3. At any time during normal business hours and as often as OMJ | BCWWIOA AREA 12, State of Ohio, U.S. Department of Labor (DOL) and/or Comptroller General of the United States may deem necessary, there shall be made available to OMJ | BCWWIOA AREA 12, State of Ohio, DOL, and/or representative of the Comptroller General for examination of all its records with respect to all matters covered by this Agreement and will permit OMJ | BCWWIOA AREA 12, State of Ohio, DOL, and/or representative of the Comptroller to audit, examine and make excerpts of invoices, materials, payrolls, personnel records, conditions of employment and other data relating to all matters covered by this Agreement.
- 4. The Employer will report OJT hires and terminations to OMJ | BCWWIOA AREA 12.

#### AGREEMENT TERMINATION

- The performance of work under this Agreement may be terminated by OMJ | BCWWIOA AREA 12 or the Employer for good cause or convenience.
- 2. Agreement termination shall be defined as the cancellations of Federal or State assistance, in whole or in part, under a contract or agreement at any time prior to the date of completion.
- 3. Termination shall be by one of the following methods:

#### A.) Termination for cause:

OMJ | BCWWIOA AREA 12 may terminate any contract or agreement in whole, or in part, and any payment pertaining thereto, at any time before the date of completion whenever it is determined that the EMPLOYER has failed to comply with the conditions of this Agreement. OMJ | BCWWIOA AREA 12 shall promptly notify the EMPLOYER in writing of the determinations and the reasons for their termination, together with the effective date.

#### B.) Termination for convenience:

OMJ | BCWWIOA AREA 12 or EMPLOYER may terminate the Agreement in whole, or in part, without cause upon thirty (30) days written notice of termination to the other party. Notice of termination shall be sent or otherwise delivered to the persons signing this Agreement. The EMPLOYER shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. OMJ | BCWWIOA AREA 12 shall allow full credit to EMPLOYER for the Federal share of the noncancellable obligations, properly incurred EMPLOYER prior to termination.

- 4. In the event of termination of this Agreement, the EMPLOYER shall be entitled to compensation for any unreimbursed expenses reasonably and necessarily incurred in satisfactory performance of the Agreement. Notwithstanding the above, the EMPLOYER shall not be relieved of liability to OMJ | BCWWIOA AREA 12 for damages sustained by OMJ | BCWWIOA AREA 12 as a result of the breach of the Agreement, including without limitation EMPLOYER'S duty to reimburse all sums improperly paid hereunder by OMJ | BCWWIOA AREA 12 to the EMPLOYER.
- 5. In the event of any modification, termination or other amendment to the Workforce Innovation and Opportunity Act, either by the act of Congress or administratively by the President of the United States, OMJ | BCWWIOA AREA 12 reserves the right to terminate or otherwise modify the Agreement at its option, notwithstanding any other provision of the Agreement.

#### MODIFICATION

The EMPLOYER and OMJ | BCWWIOA AREA 12 may, from time to time, require changes to the scope of services to be provided hereunder
that are of substantive nature. Such changes, including any increase or decrease in the amount of the Employer's compensation, that are
mutually agreed upon between OMJ | BCWWIOA AREA 12 and the EMPLOYER, shall be incorporated by written amendment to this
Agreement.

Number 20-0313

Adopted Date February 25, 2020

APPROVE CHANGE ORDER NO. 2 TO THE CONTRACT WITH SEYFERTH BUILDING CO. FOR THE CONSTRUCTION OF THE LOWER LITTLE MIAMI WWTP SEWER MAINTENANCE BUILDING PROJECT, PURCHASE ORDER NO. 19001035

WHEREAS, this Board on July 30, 2019 entered into a Contract with Seyferth Building Co. for the construction of the Lower Little Miami WWTP Sewer Maintenance Building Project; and

WHEREAS, at the recommendation of the Project Engineer, changes have been made to the contract including various sitework and sidewalk changes; and

WHEREAS, a Change Order and Purchase Order Increase are necessary in order to accommodate said change; and

### NOW THEREFORE IT BE RESOLVED:

- 1. Approve Change Order No. 2 to the Contract with Seyferth Building Company increase Purchase Order No. 19001035 by \$11,264.00 and creating a new Contract and Purchase Order price in the amount of \$3,047,013.00.
- 2. By said Change Order, attached hereto and made part thereof, all costs and work associated with the change shall be added to the Contract.
- 3. That the Board execute and sign Change Order No.2 of the Contract with Seyferth Building Company for the construction of the Lower Little Miami WWTP Sewer Maintenance Building Project.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann. Upon call of the roll, the following vote resulted:

Mr. Young – yea

Mr. Grossmann - yea

Mrs. Jones – yea

Resolution adopted this 25<sup>th</sup> day of February 2020.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

cc:

Auditor <u>//</u> c/a—Seyferth Building Co.

Water/Sewer (file)

Project File



### CHANGE ORDER

406 Justice Drive Lebanon, Ohio 45036 Phone: (513) 695-1377 FAX (513) 695-2995

DATE: February 5, 2020

Change Order Number 2

Project Name: Lower Little Miami WWTP Sewer Maintenance Building Project

ITEM	DESCRIPTION	ADDITIONS	DELETIONS
1	Sitework and Sidewalk Changes	\$11,264.00	
	Sums of the ADDITIONS & DELETIONS	\$11,264.00	\$0
	TOTALS FOR THIS CHANGE ORDER	\$11,264.00	

Attachments:

Attachment 1 - Sitework and Sidewalk Changes

Original contract price \$3,024,300.00.

Current contract price adjusted by previous change orders \$3,035,749.00.

The Contract price due to this change order will be increased/decreased.

The New contract price including this change order will be \$3,047,013.00

I HEREBY AGREE TO PERFORM THE WORK AND TO THE NON-PERFORMANCE OF WORK AS LISTED

Contractor's Signature 2/19/20
Date

Recommended By:

Warren Sanitary Engineer

Date Date

Warren County Commissioner

Warren County Commissioner

Warren County Commissioner

(1<u>25/2020</u> Date

> 25/20/0 Date

> > . 1

Date

# WARREN COUNTY, OHIO WATER AND SEWER DEPARTMENT

### LOWER LITTLE MIAMI WWTP SEWER MAINTENANCE BUILDING

### **CHANGE ORDER NO. 2**

### <u>ATTACHMENT 1 – SITEWORK AND SIDEWALK CHANGES</u>



6399 Morgan Road Ph. (513) 353-9001

Cleves, Ohio 45002 Fax (513) 353-2256

Proposal #5

January 17, 2020

Warren County Board of Commissioners 406 Justice Drive Lebanon, OH 45036

Attn:

Kathryn Gilbert

Re:

Lower Little Miami WWTP Maintenance Building

Proposal Request #2 - Sitework / Sidewalk Extra

Job 290

Dear Kathryn,

In regards to the above referenced project, we hereby submit the sum of \$11,264.00 to make the following changes to the project as per your request for Change #2 dated 01-16-20.

This includes the following items of work:

- Additional Concrete Pavement Approx. 600sf.
- 2. Added asphalt pavement 18sy.
- 3. Additional bollards around the exterior HVAC unit (9 each).
- 4. Additional gravel base around the building.
- 5. Credit for the elimination of landscaping and plants.

We trust the above meets with your needs.

aphrewalter

Sincerely,

Daphne Walter

Controller

# WARREN COUNTY WATER & SEWER DEPARTMENT

### CHRIS G. BRAUSCH, P.E. COUNTY SANITARY ENGINEER

January 16, 2020

Ms. Daphne Walter Project Manager Seyferth Building Company 6399 Morgan Road Cleves, OH 45002

Re:

Warren County Lower Little Miami WWTP Sewer Maintenance Building

Change Order Proposal No. 2

Dear Ms. Walter,

Enclosed is a Change Order proposal No. 2 titled "Sidewalk and Parking Lot Changes" for the above referenced project. Please provide a cost to perform the work associated with this change request. Please review Article 12 of the General Conditions in providing the proposed adjustment to the Contract.

Please return a proposal for this work, with backup, to this office as soon as possible. If you have any questions concerning any aspect of this change, please notify me.

Thank you, Kathryn R Lilbert

Kathryn Gilbert Staff Engineer

Warren County Water & Sewer Dept.

### REQUEST FOR CHANGE ORDER PROPOSAL

Date: January 16, 2020

Contractor: Seyferth Building Company

6399 Morgan Road Cleves, OH 45002

Project Name: Lower Little Miami WWTP Sewer Maintenance Building

Change Order Proposal No. 2: Sidewalk and Parking Lot Changes

NOTE TO CONTRACTOR: Please submit a detailed Change Order Proposal per the General Conditions for the proposed modifications to the Contract Documents below. If acceptable, a Change Order will be issued to authorize the work. THIS IS NOT A CHANGE ORDER FOR AUTHORIZATION TO PROCEED WITH THE WORK AS DESCRIBED.

#### SCOPE OF WORK:

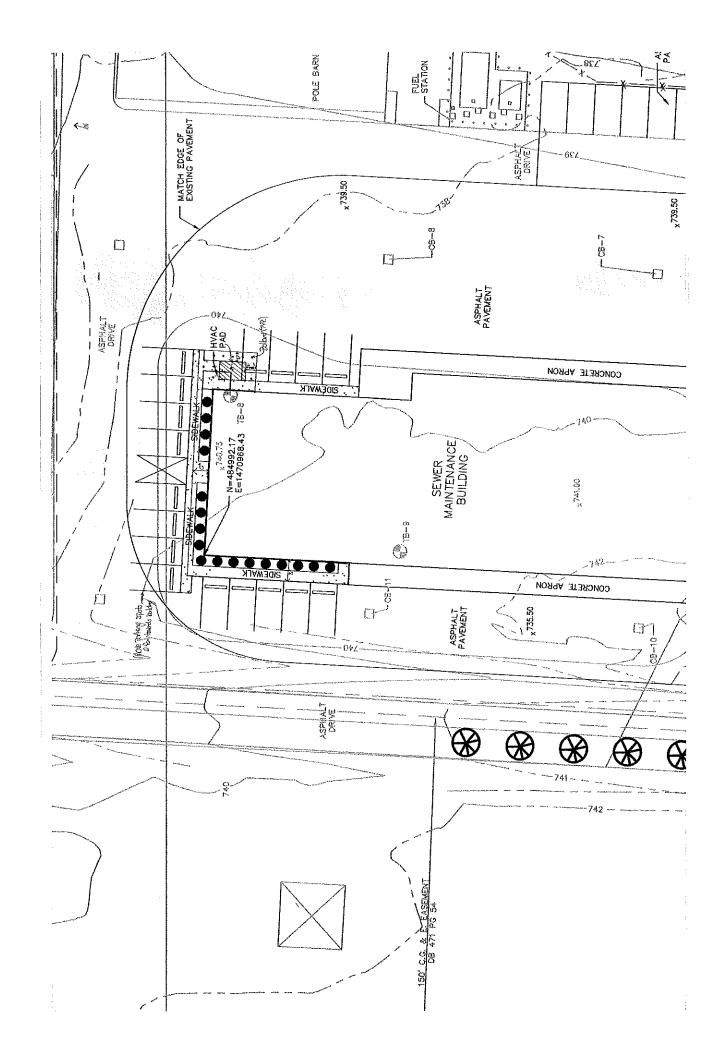
The Scope of work is as follows:

- 4-foot wide section between HVAC pad and building to be concrete
- Add a 4-foot wide apron on three other sides of HVAC pad with 6-inch bollards centered in apron (9 bollards total; see attached drawing for locations)
- Remove 4-foot wide planting section.
- Move and expand the sidewalk on the North end of the building to a 6-foot sidewalk beginning at the edge of the building.
- Expand the sidewalk on the West side of the building to be an 8-foot sidewalk beginning at the edge of the building.
- Move parking spots on North side of the building 2-feet closer to the building.

See the attached drawing for additional details.

#### **REASON FOR CHANGE PROPOSAL:**

During construction it was determined that the location of the HVAC pad shown on drawing C01-02 did not match up with the location of the HVAC equipment as shown on drawing H12-01. The correct location of the HVAC pad is the one shown on drawingH12-01. The County would like to add bollards around the HVAC pad to protect the HVAC equipment. The 4-feet space between the HVAC pad and the building should be concrete to match the sidewalk. The other three sides of the HVAC pad should have a 4-foot concrete apron with bollards centered on it in the locations shown on the attached drawing.



Number 20-0314

Adopted Date February 25, 2020

### ACKNOWLEDGE PAYMENT OF BILLS

BE IT RESOLVED, to acknowledge payment of bills from 2/18/20, and 2/20/20, as attached hereto and made a part hereof.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann. Upon call of the roll, the following vote resulted:

Mr. Young - yea

Mr. Grossmann - yea

Mrs. Jones – yea

Resolution adopted this 25<sup>th</sup> day of February 2020.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

/tao

cc:

Auditor ...

<sub>Number</sub> 20-0315

Adopted Date February 25, 2020

APPROVE REPAYMENT OF CASH ADVANCE FROM OHIOMEANSJOBS CCMEP/TANF FUND 2254 INTO GENERAL FUND #1101

BE IT RESOLVED, to approve the following repayment of cash advance:

\$ 80,000.00

from #2254-45556

(CCMEP/TANF - Cash Out)

into

#1101-45555

(General Fund – Cash In)

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann. Upon call of the roll, the following vote resulted:

Mr. Young - yea

Mr. Grossmann - yea

Mrs. Jones - yea

Resolution adopted this 25<sup>th</sup> day of February 2020.

**BOARD OF COUNTY COMMISSIONERS** 

Tina Osborne, Clerk

cc:

Auditor ✓

Cash Advance file

OhioMeansJobs (file)

OMB (file)

Number 20-0316

Adopted Date February 25, 2020

APPROVE AN OPERATIONAL TRANSFER FROM SHERIFF'S OFFICE FUND 11012200 INTO TACTICAL RESPONSE FUND 2295

WHEREAS, the Sheriff's Office has requested that their contribution to the Warren County Tactical Response Unit's robot be transferred into their Tactical Response Fund #2295; and

NOW THERFORE BE IT RESOLVED, to approve the following operational transfer:

\$13,843.69

from 11012200 5997

(Operational Transfers)

2295 49000 into

(Distributions & Transfers)

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann, Upon call of the roll, the following vote resulted:

Mr. Young – yea

Mr. Grossmann - yea

Mrs. Jones – yea

Resolution adopted this 25<sup>th</sup> day of February 2020.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

cc:

Auditor 🗸

Operational Transfer file

Sheriff (file)

Number 20-0317

Adopted Date February 25, 2020

ACCEPT AN AMENDED CERTIFICATE AND APPROVE SUPPLEMENTAL APPROPRIATIONS INTO OHIOMEANSJOBS FUND #2258

WHEREAS, an amended certificate needs to be accepted and a supplemental appropriation be approved; and

NOW THEREFORE BE IT RESOLVED, accept an amended certificate increasing fund #2258 to \$705,126.08 which is an increase of \$150,000.00; and

BE IT FURTHER RESOLVED, to approve the following supplemental appropriations for fund #2258;

### Supplemental Appropriations

\$130,000.00	into	22585800-5663	(Classroom Training)
\$10,000.00	into	22585800-5400	(Purchased Services)
\$10,000.00	into	22585800-5651	(Support Services)

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann. Upon call of the roll, the following vote resulted:

Mr. Young – yea Mr. Grossmann – yea

Mrs. Jones – yea

Resolution adopted this 25<sup>th</sup> day of February 2020.

**BOARD OF COUNTY COMMISSIONERS** 

Tina Osborne, Clerk

cc:

Auditor \_\_\_\_\_ Supplemental App. file

Amended Cert. file OhioMeansJobs (file)

### AMENDED OFFICIAL CERTIFICATE OF ESTIMATED RESOURCES

Rev. Code , Sec 5705.36

Office of Budget Commission, County of Warren, Lebanon, Ohio, February 19, 2020

To the TAXING AUTHORITY of Warren County Commissioners

The following is the amended certificate of estimated resources for the fiscal year beginning January 1st, 2020, as revised by the Budget Commission of said county, which shall govern the total of appropriations made at any time during such fiscal year.

FUND TYPE - Special Revenue	Jan. 1st, 2020	Taxes	Other Sources	Total
			4 4	
Workforce Investment Act Fund	\$19,187.08		\$685,939.00	\$705,126.08
Fund 2258		********		
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		***************************************		
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MA Address				The summarism
TOTAL	\$19,187.08	\$0.00	\$685,939.00	\$705,126.08

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212-H 11/	)	
flat was		Budget
	)	Commission
)		

AMEND 20 06 Fund 2258 42170 +150,000.00

FEB19 '20 RCVO RECEIVED OMBBBBB

Number 20-0318

Adopted Date February 25, 2020

APPROVE SUPPLEMENTAL APPROPRIATION INTO COMMON PLEAS COURT SPECIAL PROJECTS #2224

BE IT RESOLVED, to approve the following supplemental appropriation:

\$ 5,000.00

into

#22241220-5318

(Non Capital Purchase w/Data Approval)

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann. Upon call of the roll, the following vote resulted:

Mr. Young - yea

Mr. Grossmann - yea

Mrs. Jones – yea

Resolution adopted this 25<sup>th</sup> day of February 2020.

**BOARD OF COUNTY COMMISSIONERS** 

Tina Osborne, Clerk

cc:

Auditor 🗸

Supplemental App. file Common Pleas Court (file)

Adopted Date \_ February 25, 2020

APPROVE SUPPLEMENTAL APPROPRIATIONS INTO COMMON PLEAS COURT **COMMUNITY BASED CORRECTIONS #2289** 

BE IT RESOLVED, to approve the following supplemental appropriations:

\$22,700.00	into	BUDGET-BUDGET		(Salaries-Regular) (Materials & Supplies)
\$ 7,100.00	into	BUDGET-BUDGET		
\$ 8,000.00	into	BUDGET-BUDGET		(Purchased Services)
\$ 3,200.00	into	BUDGET-BUDGET	22891228-5811	(PERS)
\$15,300.00	into	BUDGET-BUDGET		(Health & Life Ins)
\$ 320.00	into	BUDGET-BUDGET		(Medicare)
\$ 3,500.00	into	BUDGET-BUDGET	22891228-5910	(Other Expenses)

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann. Upon call of the roll, the following vote resulted:

Mr. Young - yea Mr. Grossmann - yea Mrs. Jones – yea

Resolution adopted this 25<sup>th</sup> day of February 2020.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

cc:

Auditor

Supplemental App. file Common Pleas (file)

### **BOARD OF COUNTY COMMISSIONERS** WARREN COUNTY, OHIO

## Resolution

Number 20-0320

Adopted Date February 25, 2020

APPROVE SUPPLEMENTAL APPROPRIATION ADJUSTMENTS WITHIN SHERIFF'S OFFICE FUND #2295

BE IT RESOLVED, to approve the following supplemental appropriation adjustment within Warren County Sheriff's Office Fund #2295:

\$58,999.00

into

#22952200-5320

(Capital Purchases)

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann. Upon call of the roll, the following vote resulted:

Mr. Young – yea

Mr. Grossmann - yea

Mrs. Jones – yea

Resolution adopted this 25<sup>th</sup> day of February 2020.

**BOARD OF COUNTY COMMISSIONERS** 

Tina Osborne, Clerk

cc:

Auditor 🗸

Supplemental App. file

Sheriff (file)

# BOARD OF COUNTY COMMISSIONERS WARREN COUNTY, OHIO

## Resolution

Number 20-0321

Adopted Date February 25, 2020

APPROVE AN APPROPRIATION ADJUSTMENT WITHIN PROSECUTOR FUND 11011150

BE IT RESOLVED, to approve the following appropriation adjustment:

\$18.20

from #11011150-5102

(Genl Pros Regular Salaries)

into #11011150-5101

(Genl Pros Elected Officials)

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann. Upon call of the roll, the following vote resulted:

Mr. Young - yea

Mr. Grossmann – yea

Mrs. Jones – yea

Resolution adopted this 25<sup>th</sup> day of February 2020.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

MRB/

cc:

Auditor \_\_\_\_\_ Appropriation Adjustment file

Appropriation Adjustment Prosecutor (file)

### **BOARD OF COUNTY COMMISSIONERS** WARREN COUNTY, OHIO

# Resolution

Number\_20-0322

Adopted Date February 25, 2020

APPROVE AN APPROPRIATION ADJUSTMENT WITHIN DOG AND KENNEL FUND #2206

BE IT RESOLVED, to approve the following appropriation adjustment:

\$500.00

from

#22062700-5910

(Other Expense)

into

#22062700-5855

(Clothing/Personal Equip)

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann. Upon call of the roll, the following vote resulted:

Mr. Young - yea

Mr. Grossmann - yea

Mrs. Jones - yea

Resolution adopted this 25<sup>th</sup> day of February 2020.

BOARD OF COUNTY COMMISSIONERS

cc:

Auditor

Appropriation Adjustment file

Dog & Kennel (file)

Number 20-0323

Adopted Date February 25, 2020

APPROVE APPROPRIATION ADJUSTMENTS WITHIN THE OHIOMEANSJOBS **WARREN COUNTY FUND #2254** 

WHEREAS, an appropriation adjustments are necessary for payment of Classroom Training, Support Services, and Workers Compensation expenses; and

NOW THEREFORE BE IT RESOLVED, to approve appropriation adjustments within the OhioMeansJobs Warren County Fund # 2254

\$50,000	from	#22545800-5102	(Salaries)
\$24,000	into	#22545800-5651	(Supportive Services)
\$25,000	into	#22545800-5663	(Classroom Training)
\$ 1,000	into	#22545800-5830	(Workers Compensation)

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann. Upon call of the roll, the following vote resulted:

Mr. Young - yea

Mr. Grossmann - yea

Mrs. Jones – yea

Resolution adopted this 25<sup>th</sup> day of February 2020.

**BOARD OF COUNTY COMMISSIONERS** 

Tina Osborne, Clerk

cc:

Auditor

Appropriation Adj. file OhioMeansJobs (file)

# BOARD OF COUNTY COMMISSIONERS WARREN COUNTY, OHIO

## Resolution

Number 20-0324

Adopted Date February 25, 2020

### APPROVE APPROPRIATION ADJUSTMENT WITHIN SHERIFF'S OFFICE FUND #2295

BE IT RESOLVED, to approve the following appropriation adjustment within Warren County Sheriff's Office Fund #2295:

\$331.00

from 22952200-5210

(Material & Supplies)

into

22952200-5320

(Capital Purchases)

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann. Upon call of the roll, the following vote resulted:

Mr. Young - yea

Mr. Grossmann - yea

Mrs. Jones – yea

Resolution adopted this 25th day of February 2020.

**BOARD OF COUNTY COMMISSIONERS** 

Tina Osborne, Clerk

cc:

Auditor 🗸

Appropriation Adjustment file

Sheriff's Office (file)

### **BOARD OF COUNTY COMMISSIONERS** WARREN COUNTY, OHIO

## Resolution

Number\_ 20-0325

Adopted Date February 25, 2020

APPROVE APPROPRIATION ADJUSTMENT WITHIN THE JUVENILE DETENTION FUND #11012600

BE IT RESOLVED, to approve the following appropriation adjustment within the Juvenile Detention fund #11012600:

\$ 26,000.00 from 11012600-5102

(Regular Salaries)

into

11012600-5830

(Worker's Comp)

Tina Osborne, Clerk

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann. Upon call of the roll, the following vote resulted:

Mr. Young - yea

Mr. Grossmann - yea

Mrs. Jones – yea

Resolution adopted this 25<sup>th</sup> day of February 2020.

BOARD OF COUNTY COMMISSIONERS

cc:

Auditor <

Appropriation Adj. file

Juvenile (file)

Number\_ 20-0326

Adopted Date February 25, 2020

### APPROVE SUPPLEMENTAL APPROPRIATION INTO GENERAL FUND #11011110

BE IT RESOLVED, to approve the following supplemental appropriation:

\$6,000.00

into

#11011110-5830

(BOCC Workers Comp)

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann. Upon call of the roll, the following vote resulted:

Mr. Young – yea

Mr. Grossmann - yea

Mrs. Jones - yea

Resolution adopted this 25<sup>th</sup> day of February 2020.

**BOARD OF COUNTY COMMISSIONERS** 

Γina Osborne, Clerk

Tina Osborne, Clerk

cc:

Auditor

Supplemental Appropriation file

Commissioners file

OMB - S. Spencer

### **BOARD OF COUNTY COMMISSIONERS** WARREN COUNTY, OHIO

## Resolution

Number 20-0327

Adopted Date \_\_February 25, 2020

APPROVE APPROPRIATION ADJUSTMENT WITHIN BOARD OF ELECTIONS FUND #11011300

BE IT RESOLVED, to approve the following appropriation adjustment:

\$19,300.00

from #11011300-5210

(Office Supplies)

into

#11011300-5830

(Workers Comp)

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann. Upon call of the roll, the following vote resulted:

Mr. Young - yea

Mr. Grossmann - yea

Mrs. Jones - yea

Resolution adopted this 25<sup>th</sup> day of February 2020.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

cc:

Auditor

Appropriation Adj. file Board of Elections (file)

### **BOARD OF COUNTY COMMISSIONERS** WARREN COUNTY, OHIO

## Resolution

Number 20-0328

Adopted Date February 25, 2020

APPROVE APPROPRIATION ADJUSTMENT WITHIN THE SEWER REVENUE FUND NO. 5580

WHEREAS, the Water and Sewer Department incurs costs for workers compensation; and

WHEREAS, an appropriation adjustment is necessary to accommodate said costs; and

NOW THEREFORE BE IT RESOLVED, to approve the following appropriation adjustment:

\$60,046.06

from

55803300-5998

(RESERVE CONTINGENCY)

55803300-5830 into

(WORKERS COMPENSATION)

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann. Upon call of the roll, the following vote resulted:

Mr. Young - yea

Mr. Grossmann - yea

Mrs. Jones – yea

Resolution adopted this 25<sup>th</sup> day of February 2020.

**BOARD OF COUNTY COMMISSIONERS** 

Tina Osborne, Clerk

mbz

cc:

Auditor

Appropriation Adj. file Water/Sewer (file)

# BOARD OF COUNTY COMMISSIONERS WARREN COUNTY, OHIO

# Resolution

Number\_ 20-0329

Adopted Date February 25, 2020

AUTHORIZE THE PRESIDENT OF THE BOARD TO SIGN THE US CENSUS BUREAU 2020 INITIAL BOUNDARY VALIDATION PROGRAM FORM

BE IT RESOLVED, to authorize the President of the Board to sign the US Census Bureau 2020 Initial Boundary Validation Program form; said form attached hereto and made apart hereof.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann. Upon call of the roll, the following vote resulted:

Mr. Young – yea Mr. Grossmann – yea Mrs. Jones – yea

Resolution adopted this 25<sup>th</sup> day of February 2020.

BOARD OF COUNTY COMMISSIONERS

ina Osborne, Clerk

Cm/

cc: Com

Commissioners file

Candace Miller

Dawn Johnson GIS Coordinator

### FORM **BVP-F1-I** (10-10-2019)

OMB Control No.: 0607-0151 Expiration Date: 11-30-2021



#### UNITED STATES DEPARTMENT OF COMMERCE U.S. Census Bureau

Office of the Director Washington, DC 20233-0001 Mail Stop 7400

BAS ID: 23916500000 Sequence: 021616-005148



### 2020 Initial Boundary Validation Program (BVP)

The U.S. Census Bureau is now conducting the Initial BVP. The Initial BVP is your opportunity, as the Tribal Chair (TC)/Highest Elected Official (HEO), to review and ensure the Census Bureau's boundary data for your government is accurate. The enclosed paper maps or maps on the CD/DVD should reflect the legal boundary for your government effective on January 1, 2020.

Please review the maps for accuracy, then complete and return this form to the Census Bureau by March 1, 2020, (Please check a box. Sign below if the boundary is correct.)

The legal boundary for our government is correct. (Please sign below.) The legal boundary for our government is <u>NOT</u> correct.	
I, as the Tribal Chair/Highest Elected Official, verify that the boundary for our government correct.  Signature:  Print Name:	tal unit is
Tribal Reservation/Government Name: Warren State	: <u>OH</u>

If the Census Bureau's boundary is incorrect, please work with your Boundary and Annexation Survey (BAS) contact to submit corrections through the BAS program. Information for your BAS contact is found on the cover letter in this package.

Please review and correct the contact information printed below. Our records indicate the TC/HEO contact is:

Name: Shannon Jones Position: President

Department: Board of Commissioners Mailing Address: 406 Justice Dr

Lebanon, OH 45036

Phone: 513-695-1250

Email: Shannon.Jones@co.warren.oh.us

#### Form return options:

#### Email:

Scan and email the completed form to

<geo.bas@census.gov>.

#### Fax:

Fax the completed form to 1-800-972-5652

#### Mail:

Use the provided postage-paid envelope to mail the completed form to

**U.S. Census Bureau National Processing Center** Attn: BVP Returns, Bldg. 63E 1201 East 10th Street Jeffersonville, IN 47132



Number\_ 20-0330

Adopted Date February 25, 2020

AUTHORIZE THE COUNTY ADMINISTRATOR TO SIGN A SPECIAL COUNSEL AGREEMENT WITH PLEVIN & GALLUCCI, LLC RELATIVE TO OHIO OPIOID LITIGATION PENDING LEGAL COUNSEL'S RECOMMENDATION ON PROCESS FOR HIRING SPECIAL COUNSEL

BE IT RESOLVED, to authorize the County Administrator to sign a Special Counsel Agreement to retain Plevin & Gallucci LLC relative to the Ohio Opioid Litigation specifically claims against manufacturers, distributors, and pharmacies arising out of manufacturers' and distributors fraudulent and negligent marking, distribution and dispensing of opioids; copy of said special counsel agreement is attached hereto and made a part hereof.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann. Upon call of the roll, the following vote resulted:

Mr. Young - yea

Mr. Grossmann - yea

Mrs. Jones - yea

Resolution adopted this 25<sup>th</sup> day of February 2020.

**BOARD OF COUNTY COMMISSIONERS** 

Tina Osborne, Clerk

Tz/

cc: C/A—Plevin & Gallucci, LLC

Prosecutor (file)

T. Zindel

### SPECIAL COUNSEL AGREEMENT

Mail or Fax to:

Plevin & Gallucci, LLC 2323 West 5<sup>th</sup> Ave, Suite 240 Columbus, Ohio 43204 P: (614) 276-8959

F: (614) 276-9132

WHEREAS, the undersigned, County of Warren, Ohio ("Client") agrees to retain the law offices of Plevin & Gallucci, ("Law Firm") (collectively, "Parties") as Client's attorneys in the prosecution of any legal claim against manufacturers, distributors, and pharmacies of opioids arising out of the manufacturers' and distributors' fraudulent and negligent marketing, distribution, and dispensing of opioids. The Parties specifically agree as follows:

- 1. **FEE PERCENTAGE:** As consideration for legal services rendered and to be rendered by the Attorneys in carrying out the purpose hereof, Client agrees to pay Law Firm 25% (twenty-five percent) of all gross amounts recovered whether in the form of compensation or other consideration of value. Further, if the action is certified as a class action, the law firm shall request an award of common benefit fees and compensation to be award within the discretion of the court irrespective of the stated retainer amount. Client assigns, and the Law Firm accepts and acquires as its fee, a proportionate interest in the subject matter of any claim, action, or suit instituted or asserted under the provisions of this agreement. All expenses and costs will be deducted prior to the contingent fee calculation. Any liens and subrogation are to be deducted after the contingent fee is calculated.
- **DISBURSEMENTS:** The Law Firm shall be reimbursed all reasonable 2. expenses associated with the legal services being rendered including, but not limited to, legal research, long distance telephone calls, fax, postage, copying, travel, litigation, and expert expenses. Any expenses in excess of \$5,000.00 within a 30 day period, requires the Client's prior written approval. Costs shall also include, but not be limited to, any "MDL Assessment' imposed by any Multi- District Litigation ("MDL") Court or withheld from any settlement or favorable judgment by any defendant. In addition to the above listed individual costs, there will be common benefit costs. Common benefit costs are costs expended for the common benefit of a group of clients. For example, if a deposition of a defendant expert witness is taken in one case, and this deposition can be used for and/or benefits the claims of many other clients, these costs will be classified as common benefit costs. By using this common benefit cost system, no one client has to solely bear the costs which actually benefit the group as a whole, and many of the most substantial costs of litigation can be shared equally by all. Client grants a special privilege to the Law Firm for their professional fees, expenses, costs, interest, and loans, on all money and properties recovered or obtained for Client. Client's repayment of costs and expenses is contingent on the outcome from any funds received on the claim in question.
  - 3. **TAX ADVICE:** The Client understands that the Law Firm will not provide any

advice regarding the tax consequences of accepting money from a settlement or award. CLIENT SHOULD CONTACT A TAX PROFESSIONAL REGARDING ANY TAX CONCERNS REGARDING ANY SETTLEMENT PRIOR TO THE SETTLEMENT.

- 4. **TERMINATION:** The Law Firm expressly reserves the right to withdraw its representation at any time upon reasonable notification to the Client, subject to applicable ethical rules, including Rule 1.16 of the Ohio Rules of Professional Conduct. Client expressly reserves the right to terminate the services of Law Firm. Should the Client terminate the Law Firm, the Law Firm shall be entitled to a reasonable value for its legal services through the date of discharge in the event of any sums are recovered as a result of the claims.
- 5. <u>COUNTERCLAIMS:</u> The above contingency fee does not contemplate the Law Firm's representation of Client against any claims made by a person against the Clients. The Law Firm is under no duty to defend or prosecute any such claim or counterclaim until a satisfactory fee arrangement is made between the Parties and is reduced to writing regarding costs and attorneys' fees.
- 6. STATUTE OF LIMITATIONS: Client understands that the Statute of Limitations period for the case must be investigated and that this Agreement is made subject to that investigation as well as an investigation of the entire case. Client understands that statutes of limitation may have run on the case and agrees to hold the Law Firm harmless in the event the applicable statutes of limitation have run for any reason.
- 7. **NO GUARANTEE OF FINAL OUTCOME:** No attorney can accurately predict the outcome of any legal matter. Accordingly, the Law Firm makes no express or implied representations as to the final outcome of the matter(s) contemplated by this Agreement. Client further understands that Client must immediately report any changes in Client's address or telephone number to the Law Firm.
- 8. APPROVAL NECESSARY FOR SETTLEMENT: Upon request and authorization by Client, Law Firm shall have full authority to prepare, sign and file all legal instruments, pleadings, drafts, authorizations, and papers as shall be reasonably necessary to conclude the representation including settlement and/or reducing to possession any and all monies or other things of value due to Client under its claim as fully as the Client could do so. The Law Firm is also authorized and empowered to act as Client's sole negotiator in any and all negotiations concerning the subject of this Agreement. To be clear, all decisions

regarding final resolution of the litigation, including settlement, are within the sole power of the Client. The decision regarding settlement shall always be held and remain with the Client.

- 9. **ASSOCIATION OF OTHER ATTORNEYS:** The Law Firm may, at its own expense, use or associate with other attorneys in the representation of the Client. Client understands that the Law Firm is a Professional Limited Liability Company with a number of attorneys. Several of those attorneys may work on Client's case.
- 10. **ASSOCIATE COUNSEL:** Another attorney may participate in the division of fees in this case and assume joint responsibility for the representation of Client, either in the event that the Law Firm retains associate counsel or in the event that Client later chooses new counsel, provided that the total fee to Client does not decrease as a result of the division of fees and that the attorneys involved have agreed to the division of fees and assumption of joint responsibility.
- 11. <u>CLASS ACTION</u>: Client understands that Attorneys may pursue a class action on behalf of Client and all others similarly situated and client specifically authorizes attorneys to do so. Client understands that Client may serve as a class representative and may be called upon to act in a representative capacity for those who are similarly situated. Client knows of no conflict that would cause Client to be inadequate representative and agrees to vigorously defend the interests of the class if called upon to do so.
- 12. **OHIO STATE LAW TO APPLY:** This Agreement shall be construed under and in accordance with the laws of the State of Ohio and the rights, duties and obligations of Client and of the Law Firm's representation of Client and the laws of the State of Ohio shall govern regarding anything covered by this Agreement.
- DISPUTE RESOLUTION: Any and all disputes, controversies, claims or demands arising out of or relating to (i) this Agreement; (ii) any provision of this Agreement; (iii) the provision of services by the Law Firm to Client; and (iv) the relationship between the Parties, whether in contract, tort or otherwise, at law or in equity, for damages or any other relief, shall be brought only in the Warren County Court of Common Pleas, and the parties hereby irrevocably consent to such jurisdiction and venue, unless the both parties agree in writing to attempt non-binding mediation. Law firm shall not file an action or attempt to remove a pending action to any other state or a federal court without the written consent of Client. Client shall not file a class action against at the Law Firm or seek to assert any claims or demands against the Law Firm by or through a class action, either as the named plaintiff or as a member of the class, but rather shall pursue its claims or demands as provided in this paragraph.

- 14. **PARTIES BOUND:** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, legal representative, successors and assigns.
- 15. **LEGAL CONSTRUCTION:** In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable, such invalidity, herein illegality, or unenforceability shall not affect any other provisions hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained.
- 16. **PRIOR AGREEMENTS SUPERSEDED:** This Agreement constitutes the sole and only agreement of the Parties hereto and supersedes all prior understandings or written or oral agreement between the Parties respecting the within subject matter, if any.

Client certifies and acknowledges that Client has had the opportunity to read this Agreement. Client further affirms that Client has voluntarily entered into this Agreement, that Client has been advised that Client may seek legal counsel to review this Agreement before signing, and that Client is fully aware of the terms and conditions contained in this Agreement.

SIGNED AND ACCEPTED ON THIS 25 day of February, 2020

Print Client's Name: County of Warren, Ohio	Plevin & Gallucci, LLC
Tenance Finder	Matthew R Copp
Signature: Linds	By: Matthew & Copp
Address: Justice Wrine	
Lebanon Opi 45036	

# BOARD OF COUNTY COMMISSIONERS WARREN COUNTY, OHIO

## Resolution

Number 20-0331

Adopted Date February 25, 2020

ACCEPT MEMORANDUM OF UNDERSTANDING WITH MIKE DEWINE GOVERNOR OF OHIO AND DAVE YOST, OHIO ATTORNEY GENERAL RELATIVE TO THE STATE PURSUING COLLABORATION AMONG LOCAL GOVERNMENTS TO POTENTIALLY EFFECTUATE EARLY RESOLUTION OF OPIOID LITIGATION AGAINST PHARMACEUTICAL SUPPLY CHAIN PARTICIPANTS AND AUTHORIZE THE COUNTY ADMINISTRATOR TO SIGN SAID MEMORANDUM OF UNDERSTANDING

WHEREAS, the State of Ohio has draft a Memorandum of Understanding and it requesting support from Local Government to proceed with negotiating a "One Ohio" settlement against Pharmaceutical Supply Chain Participants; and

WHEREAS, said endorsement of the "One Ohio" approach does not diminish or require that Local Governments to walk away from individual suits; and

WHEREAS, it is the State of Ohio's belief that negotiating as "One Ohio" will be in the best interest of all Ohio residents; and

NOW THEREFORE BE IT RESOLVED, to accept and support the Memorandum of Understanding with the State of Ohio Governor and Attorney General relative to the State pursuing collaboration in pursuing an early resolution and settlement against the Pharmaceutical Supply Chain Participants; said memorandum of understanding is attached hereto and made a part hereof; and

BE IT FURTHER RESOLVED, to authorize the County Administrative to sign said Memorandum of Understanding on behalf of this Board.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann. Upon call of the roll, the following vote resulted:

Mr. Young — yea Mr. Grossmann — yea

Mrs. Jones – yea

Resolution adopted this 25<sup>th</sup> day of February 2020.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

Tz/

cc: c/a—State of Ohio

T. Zindel

#### ONE OHIO MEMORANDUM OF UNDERSTANDING

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 Pharmaceutical Supply Chain; and,

Whereas, the State of Ohio, though its Attorney General, and certain Local Governments, through their elected representatives and counsel, are separately engaged in litigation seeking to hold 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;

Now therefore, the State and its Local Governments, subject to completing formal documents effectuating the Parties' agreements, enter into this Memorandum of Understanding ("MOU") relating to the allocation and use of the proceeds of Settlements described.

#### A. Definitions

As used in this MOU:

- 1. "The State" shall mean the State of Ohio acting through its Governor and Attorney General.
- 2. "Local Government(s)" shall mean all counties, townships, cities and villages within the geographic boundaries of the State of Ohio.
- 3. "The Parties" shall mean the State of Ohio, the Local Governments and the Plaintiffs' Executive Committee of the National Prescription Opiate Multidistrict Litigation.
- 4. "Negotiating Committee" shall mean a three-member group comprising one representative for each of (1) the State; (2) the Plaintiffs' Executive Committee of the National Prescription Opiate Multidistrict Litigation ("PEC"); and (3) Ohio Local Governments (collectively, "Members"). The State shall be represented by the Ohio Attorney General or his designee. The PEC shall be represented by attorney Joe Rice or his designee. Ohio Local Governments shall be represented by attorney Frank Gallucci, or attorney Russell Budd or their designee.
- 5. "Settlement" shall mean the negotiated resolution of legal or equitable claims against a Pharmaceutical Supply Chain Participant when that resolution has been jointly entered into by the State, PEC and the Local Governments.

- 6. "Opioid Funds" shall mean monetary amounts obtained through a Settlement as defined in this Memorandum of Understanding.
- 7. "Approved Purpose(s)" shall mean evidence-based forward-looking strategies, programming and services used to (i) expand the availability of treatment for individuals affected by substance use disorders, (ii) develop, promote and provide evidence-based substance use prevention strategies, (iii) provide substance use avoidance and awareness education, (iv) decrease the oversupply of licit and illicit opioids, and (v) support recovery from addiction services performed by qualified and appropriately licensed providers, as is further set forth in the agreed Opioid Abatement Strategies attached as Exhibit A.For purposes of the Local Government Share, "Approved Purpose(s)" will also include past expenditures.
- 8. "Pharmaceutical Supply Chain" shall mean the process and channels through which Controlled Substances are manufactured, marketed, promoted, distributed or dispensed.
- 9. "Pharmaceutical Supply Chain Participant" shall mean any entity that engages in or has engaged in the manufacture, marketing, promotion, distribution or dispensing of an opioid analgesic.

#### B. Allocation of Settlement Proceeds

- 1. All Opioid Funds shall be divided with 30% going to Local Governments ("LG Share"), 55% to the Foundation (structure described below) ("Foundation Share"), and 15% to the Office of the Ohio Attorney General as Counsel for the State of Ohio ("State Share").
- 2. All Opioid Funds, regardless of allocation, shall be utilized in a manner consistent with the Approved Purposes definition. The LG Share may also be used for past expenditures so long as the expenditures were made for purposes consistent with the remaining provisions of the Approved Purposes definition. Prior to using any portion of the LG Share as restitution for past expenditures, a Local Government shall pass a resolution or take equivalent governmental action that explains its determination that its prior expenditures for Approved Purposes are greater than or equal to the amount of the LG Share that the Local Government seeks to use for restitution.
- 3. The division of Opioid Funds paid to Local Governments participating in an individual settlement shall be based on the allocation created and agreed to by the Local Governments which assigns each Local Government a percentage share of Opioid Funds. The allocations are set forth in Exhibit B. With respect to Opioid Funds, the allocation shall be static.
- 4. In the event a Local Government merges, dissolves, or ceases to exist, the allocation percentage for that Local Government shall be redistributed equitably based on the

composition of the successor Local Government. If a Local Government for any reason is excluded from a specific settlement, the allocation percentage for that Local Government shall be redistributed equitably among the participating Local Governments.

- 5. If the LG Share is less than \$500, then that amount will instead be distributed to the county in which the Local Government lies to allow practical application of the abatement remedy.
- 6. Funds obtained from parties unrelated to the Litigation, via grant, bequest, gift or the like, separate and distinct from the Litigation, may be directed to the Foundation and disbursed as set forth below.
- 7. The LG Share shall be paid in cash and directly to Local Governments under a settlement or judgment, or through an administrator designated in the settlement documents who shall hold the funds in trust in a segregated account to benefit the Local Governments to be promptly distributed as set forth herein.
- 8. Nothing in this MOU should alter or change any Local Government's rights to pursue its own claim. Rather, the intent of this MOU is to join all parties to seek and negotiate binding settlement or settlements with one or more defendants for all parties within Ohio.
- 9. Opioid Funds directed to the Foundation shall be used to benefit the local community consistent with the by-laws of the Foundation documents and disbursed as set forth below.
- 10. The State of Ohio and the Local Governments understand and acknowledge that additional steps should be undertaken to assist the Foundation in its mission, at a predictable level of funding, regardless of external factors.
- 11. The Parties will take the necessary steps to ensure there is the ability of a direct right of action under the expedited docket rules to the Ohio Supreme Court relative to any alleged abuse of discretion by the Foundation.

## C. Payment of Counsel and Litigation Expenses

- 1. The Parties agree to establish a Local Government Fee Fund ("LGFF") to compensate counsel for Local Governments if the Parties cannot secure the separate payment of fees and associated litigation expenses for their counsel from a settling entity.
- 2. The LGFF shall be calculated by taking 11.05% of the total monetary component of any settlement accepted ("LGFF Amount"). Fees related to product or other items of value shall be addressed case by case.

- 3. The first 45% of the LGFF amount shall be drawn from the LG Share. The remaining 55% shall be drawn from the Foundation Share. No portion of the LGFF Amount may be assessed against or drawn from the State Share.
- 4. To the extent the Parties can secure the separate payment of fees and associated litigation expenses from a settling entity, the amount to be drawn for the LGFF will be proportionally reduced.
- 5. This LGFF Amount will be deposited into the LGFF and shall be divided with 60% being allocated to the National Prescription Opiate MDL ("M.D.L.") Common Benefit fund for fees and expenses and 40% to contingency fees.
- 6. Local Government contingent fee contracts shall be capped at 25% or the actual contract rate whichever is less. Eligible contingent fee contracts shall be executed as of March 6, 2020 and subject to review by the committee designated to oversee the Local Government Fee Fund.
- 7. Common Benefit awards will be coordinated as set forth in the M.D.L. Common Benefit Fee Order. Expenses will be addressed consistent with the manner utilized in the M.D.L.
- 8. Any balance left in the LGFF following the payment of fees shall revert to the Foundation.
- 9. Any attorney fees related to representation of the State of Ohio shall not be paid from the LGFF but paid directly from the State Share or through other sources.

#### D. The Foundation

- 1. The State of Ohio will be divided into 19 Regions (See attached Exhibit C). Eight of the regions will be single or two county metropolitan regions. Eleven of the regions will be multi-county, non-metropolitan regions.
- 2. Each Region shall create their own governance structure so it ensures all Local Governments have input and equitable representation regarding regional decisions including representation on the board and selection of projects to be funded from the region's Regional Share. The Expert Panel (defined below) may consult with and may make recommendations to Regions on projects to be funded. Regions shall have the responsibility to make decisions that will allocate funds to projects that will equitably serve the needs of the entire Region.
- 3. The Parties shall create a private 501(c)(3) foundation ("Foundation") with a governing board ("Board"), a panel of experts ("Expert Panel"), and such other regional entities as may be necessary for the purpose of receiving and disbursing Opioid Funds and other purposes as set forth both herein and in the documents establishing the Foundation. The Foundation will allow Local Governments to take

advantage of economies of scale and will partner with the State of Ohio to increase revenue streams.

## 4. Board Composition

- a. The Board will consist of 29 members comprising representation from four classes:
  - Six members selected by the State (five selected by the Governor and one selected by the Attorney General);
  - Four members drawn from the Legislature
    - One representative selected by the President of the Ohio Senate;
    - One representative selected by the Ohio Senate Minority Leader;
    - One representative selected by the Speaker of the Ohio House of Representatives; and,
    - One representative selected by the Ohio House Minority Leader
  - Eleven members with one member selected from each nonmetropolitan Regions; and
  - Eight members, with one member selected from each metropolitan Regions.
- b. All board members shall serve as fiduciaries of the Foundation as required by Ohio Revised Code § 1702.30(B) governing directors of nonprofit corporations.
- 5. Board terms will be staggered. Five members, (one from each of the first three classes above, and two from the metropolitan class) will be appointed for an initial three-year term, eight members of the Board (two from the first class, including the Attorney General's representative, one from the second class, four from the third class, and one from the fourth class) will be appointed for an initial term of one year. The remaining members will be appointed for a two-year term. Board members may be reappointed. All subsequent terms will be for two years.
- 6. Eighteen members of the Board shall constitute a quorum. Members of the Board may participate in meetings by telephone or video conference or may select a

- designee to attend and vote if the Board member is unavailable to attend a board meeting.
- 7. In all votes of the Board, a measure shall pass if a quorum is present, the measure receives the affirmative votes from a majority of those board members voting, and at least one member from each of the four classes of Board members votes in the affirmative.
- 8. The Foundation shall have an Executive Director appointed by the Governor.
  - a. The Governor shall appoint the Executive Director at his or her discretion from a list of three candidates provided to the Governor by the Board. If the Governor finds all three candidates to be unsatisfactory, the Governor may reject all three candidates and request the Board to provide three new persons to select from.
  - b. In choosing candidates to be submitted to the Governor, the Board shall seek candidates with at least six (6) years of experience in addiction, mental health and/or public health and who shall have management experience in those fields.
  - c. No funds derived from the Foundation Share shall be used to pay the Executive Director or any of the foundation staff in excess of the maximum range (range 42) of the Department of Administrative Services Exempt Schedule E2 or that schedule's successor.
  - d. The Executive Director shall serve as an ex officio, non-voting member of both the Board and the Expert Panel.
- 9. The Board shall appoint the Expert Panel. The Expert Panel shall consist of six members submitted by the Board Members representing the Local Governments, two members submitted by the Governor and one member submitted by the Attorney General. Expert Panel members may be members of Local Governments or the State. The Expert Panel will utilize experts in addiction, pain management, public health and other opioid related fields to make recommendations that will seek to ensure that all 19 regions can address the opioid epidemic both locally and statewide. Expert Panel members may also be members of the Foundation Board, but need not be.
- 10. The Foundation Board and the Regions shall be guided by the recognition that expenditures should ensure both the efficient and effective abatement of the opioid epidemic and the prevention of future addiction and substance misuse. In recognition of these core principles, the Board and the Regions shall endeavor to assure there are funds disbursed each year to support evidence-based substance abuse/misuse prevention efforts.

## 11. Disbursement of Foundation Funds by the Board

- a. The Foundation Board shall develop and approve procedures for the disbursement of Opioid Funds of the Foundation consistent with this Memorandum of Understanding.
- b. Funds for statewide programs, innovation, research, and education may also be expended by the Foundation. Any statewide programs funded from the Foundation Share would be only as directed by an affirmative vote of the Board as set forth in paragraph D(7) above. Expenditures for these purposes may also be funded by the Foundation with funds received from either the State Share (as directed by the State) or from sources other than Opioid Funds as provided in paragraph 14 below.
- c. Funds approved for disbursement to the nineteen Regions shall be allocated based on each Region's share of Opioid Funds ("Regional Share"). Each Regional Share shall be calculated by summing the individual percentage shares of the Local Governments within that Region as set forth in Exhibit B. The Regional Shares for each Region are set forth in Exhibit D.
- d. Regions may collaborate with other Regions to submit joint proposals to be paid for from the Regional Shares of two or more Regions for the use of those Regions.
- e. The Foundation's procedures shall set forth the role of the Expert Panel and the Board in advising, determining, and/or approving disbursements of Opioid Funds for Approved Purposes by either the Board or the Regions. Proposed disbursements to Regions of Regional Shares shall be reviewed only to determine whether the proposed disbursement meets the criteria for Approved Purposes.
- f. Within 90 days of the first receipt of any Opioid Funds and annually thereafter, the Board, assisted by its investment advisors and Expert Panel, shall determine the amount and timing of Foundation funds to be distributed as Regional Shares. In making this determination, the Board shall consider:

  (a) Pending requests for Opioid Funds from Regions; (b) the total Opioid Funds available; (c) the timing of anticipated receipts of future Opioid Funds; (d) non-Opioid Funds received by the Foundation; and (e) investment income. The Foundation may disburse its principal and interest with the aim towards an efficient, expeditious abatement of the Opioid crisis considering long term and short term strategies.
- g. Votes of the Board on the disbursement and expenditure of funds shall, as with all board votes, be subject to the voting procedures in Section D(7) above. The proposed procedures should provide for the Board to hear appeals by Local Governments from any denials of requested use of funds.

- 12. The Foundation, Expert Panel, and any other entities under the supervision of the Foundation shall operate in a transparent manner. Meetings shall be open, and documents shall be public to the same extent they would be if the Foundation was a public entity. All operations of the Foundation and all Foundation supervised entities shall be subject to audit. The bylaws of the Foundation Board regarding governance of the Board as adopted by the Board, may clarify any other provisions in this MOU except this subsection. This substantive portion of this subsection shall be restated in the bylaws.
- 13. The Foundation shall consult with a professional investment advisor to adopt a Foundation investment policy that will seek to assure that the Foundation's investments are appropriate, prudent, and consistent with best practices for investments of public funds. The investment policy shall be be designed to meet the Foundation's long and short-term goals.
- 14. The Foundation and any Foundation supervised entity may receive funds including stocks, bonds, real property and cash in addition to the proceeds of the Litigation. These additional funds shall be subject only to the limitations, if any, contained in the individual award, grant, donation, gift, bequest or deposit consistent with the mission of the foundation.

## E. Settlement Negotiations

- 1. All Members of the Negotiating Committee, and their respective representatives, shall be notified of and provided the opportunity to participate in all negotiations relating to any Ohio-specific Settlement with a Pharmaceutical Supply Chain Participant.
- 2. No Settlement Proposal can be accepted for presentation to Local Governments or the State under this MOU over the objection of any of the three Members of the Negotiating Committee. The Chair shall poll the Committee Members at the conclusion of discussions of any potential settlement proposal to determine whether such objections exist. Although multiple individuals may be present on a Member's behalf, for polling purposes each Member is a single entity with a single voice.
- 3. Any Settlement Proposal accepted by the Negotiating Committee shall be subject to approval by Local Governments and the State.
- 4. As this is an "All Ohio" effort, the Committee shall be Chaired by the Attorney General. However, no one member of the Negotiating Committee is authorized to speak publicly on behalf of the Negotiating Committee without consent from the other Committee Members.
- 5. The State of Ohio, the PEC or the Local Governments may withdraw from coordinated Settlement discussions detailed in this Section upon 5 days' written

notice to the remaining Committee Members and counsel for any affected Pharmaceutical Supply Chain Participant. The withdrawal of any Member releases the remaining Committee Members from the restrictions and obligations in this Section.

6. The obligations in this Section shall not affect any Party's right to proceed with trial or, within 30 days of the date upon which a trial involving that Party's claims against a specific Pharmaceutical Supply Chain Participant is scheduled to begin, reach a case specific resolution with that particular Pharmaceutical Supply Chain Participant.

## Acknowledgment of Agreement

We the undersigned have participated in the drafting of the above Memorandum of Understanding including consideration based on comments solicited from Local Governments. This document 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. Nothing in this agreement binds any party to a specific outcome. Any resolution under this document will require acceptance by the State of Ohio and the Local Governments.

Mike DeWine, Governor	Dave Yost, Attorney General
FOR THE STATE OF OHIO:	

We the undersigned ACCEPT REJECT (Circle One) the One Ohio Memorandum of Understanding ("MOU"). We understand that the purpose of this MOU is to permit collaboration between the State of Ohio and Local Governments to explore and potentially effectuating earlier resolution of the Opioid Litigation against Pharmaceutical Supply Chain Participants. We also understand that an additional purpose is to create an effective means of distributing any potential settlement funds obtained under this 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.

WARREN COUNTY BOARD OF COMMISSIONERS

Tiffany Zindel / County Administrator

3.92-3030

DATE

# FOR THE LOCAL GOVERNMENTS AND PLAINTIFFS' EXECUTIVE COMMITTEE:

## Frank L Gallucci III

Plevin & Gallucci Co., LPA

## Anthony J. Majestro

Powell & Majestro PLLC

## Michelle Kranz

Zoll & Kranz, LLC

## Donald W. Davis, Jr.

Brennan, Manna & Diamond, LLC

## Joe Rice

Motley Rice, LLC

## Russell Budd

Baron & Budd, PC

## Robert R. Miller

Oths, Heiser, Miller, Waigland & Clagg, LLC

## D. Dale Seif, Jr.

Seif & McNamee, LLC

## James Lowe

Lowe, Eklund & Wakefield Co., LPA

## Peter H. Weinberger

Dustin Herman

Spangenberg, Shibley & Liber LLP

## Kevin M. Butler

Law Offices of Kevin M. Butler

## OHIO ABATEMENT STRATEGIES

## **Opioid-Related Definition:**

Funds from any settlement dollars should be used to prevent, treat and support recovery from addiction including opioids and/or any other co-occurring substance use and/or mental health conditions which are all long-lasting (chronic) diseases that can cause major health, social, and economic problems at the individual, family and/or community level.

## Ohio Abatement Strategy Overview

Similar to and including many national settlement strategies, to abate addiction in Ohio, we have created an abatement plan that includes three main components that will work collaboratively to address Ohio's needs and also serve as a complement to and should be integrated with all other state and local government plans:

- 1. Strategies for Community Recovery: Included but not limited to prevention, treatment, recovery support and community recovery projects (examples include child welfare, law enforcement strategies and other infrastructure supports). These strategies have a hyper-local focus that allows communities to collaborate and expand necessary services to their community.
- 2. Strategies for Statewide Innovation & Recovery: Included but are not limited to strategies included in Community Recovery Component but also projects that promote statewide change and regional development for prevention, treatment, recovery supports and community recovery (examples include regional treatment hubs, drug tasks forces, data collection and dissemination). This component also includes research and development to understand how to better serve individuals and families in Ohio.
- 3. Strategies for Sustainability: Ohio's addiction and mental health epidemic was not created overnight, and it will not go away immediately. By collaborating to share resources and knowledge, Ohio's state and local communities can a build sustainable financing strategy and infrastructure to reverse the damage that has been done and prevent future epidemics and crises.

## PART ONE: Community Recovery

## **Treatment**

Expanding availability of treatment, including Medication-Assisted Treatment (MAT), for OUD and any co-occurring substance use or mental health condition.

Trauma-informed treatment services and support for individuals, their children and family members who have experienced trauma during their lives including trauma as a result of addiction in the family.

Expand access and support infrastructure developments for telemedicine / telehealth services to increase access to OUD treatment, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.

Improve oversight and quality assurance of Opioid Treatment Programs (OTPs) to assure evidence-informed practices such as adequate methadone dosing.

Engage non-profits and faith community to uncover and leverage current community faithbased prevention, treatment and recovery support in partnership with medical and social service sectors.

Expand culturally appropriate services and programs that address health disparities in treatment for persons with mental health and substance use disorders, including for programs for vulnerable populations (i.e. homeless, youth in foster care, etc.); citizens of racial, ethnic, geographic and socio-economic differences, and new Americans to ensure that all Ohioans have access and treatment and recovery support services that meet their needs.

Development of National Treatment Availability Clearinghouse – Fund development of a multistate/nationally accessible database whereby healthcare providers can list locations for currently available in-patient and out-patient OUD treatment services that are both timely and accessible to all persons who seek treatment.

Ensure that each patient's needs and treatment recommendations are determined by a qualified clinical professional. Offer training and practice support to clinicians on the American Society of Addiction Medicine (ASAM) levels of care (or other models) and the most effective methods of treatment continuation between levels of care for people with addiction including opioids and any other co-occurring substance use or mental health conditions and make all levels of care available to all Ohioans.

## Early Intervention and Crisis Support

Fund the expansion, training and integration of Screening, Brief Intervention and Referral to Treatment (SBIRT) and Screening, Treatment Initiation and Referral (STIR) programs and ensure that healthcare providers are screening for addiction and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for mental health and substance use disorders.

Support work of Emergency Medical Systems, including peer support specialists, to effectively connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.

Create an intake and call center to facilitate education and access to treatment, prevention and recovery services for persons with addiction including opioids and any co-occurring substance use or mental health conditions.

Create a plan to meet the distinct needs of families of children and youths who experience severe emotional disorders and provide respite and support for these caregivers to reduce family crisis and promote treatment.

Create community-based intervention services for families, youth, and adolescents at-risk for addiction including opioids and any co-occurring substance use or mental health conditions.

Create school-based contacts who parents can engage with to seek immediate treatment services for their child.

Develop best practices on addressing individuals with addiction in the workplace, including opioids and any other co-occurring substance use or mental health conditions.

Implement and support assistance programs for healthcare providers with OUD and any cooccurring substance use disorders or mental health (SUD/MH) conditions.

## Address the Needs of Criminal-Justice Involved Persons

Address the needs of persons involved in the criminal justice system who have opioid use disorder (OUD) and any co-occurring substance use disorders or mental health (SUD/MH) conditions.

Support pre-arrest diversion and deflection strategies for persons with addiction including opioids and any other co-occurring substance use or mental health conditions, including established strategies such as sequential intercept mapping and other active outreach strategies such as the Drug Abuse Response Team (DART) or Quick Response Team (QRT) models or other co-responder models that engage people not actively engaged in treatment.

Support pre-trial services that connect individuals with addiction including opioids and any other co-occurring substance use or mental health conditions to evidence-informed treatment, including MAT, and related services.

Support treatment and recovery courts for persons with addiction including opioids and any other co-occurring substance use or mental health conditions, but only if these problemsolving courts provide referrals to evidence-informed treatment, including MAT.

Provide evidence-informed treatment, including MAT, evidence-based psychotherapies, recovery support, harm reduction, or other appropriate services to individuals with addiction

including opioids and any other co-occurring substance use or mental health conditions who are incarcerated, on probation, or on parole.

Provide evidence-informed treatment, including MAT, evidence-based psychotherapies, recovery support, harm reduction, or other appropriate re-entry services to individuals with addiction including opioids and any other co-occurring substance use or mental health conditions who are leaving jail or prison or who have recently left jail or prison.

Support critical time interventions (CTI), particularly for individuals living with dual-diagnosis substance use disorder/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.

## Mother-Centered Treatment and Support

Finance and promote evidence-informed treatment, including MAT, recovery, and prevention services for pregnant women, post-partum mothers, as well as those who could become pregnant and have addiction including opioids and any other co-occurring substance use or mental health conditions.

Training for obstetricians and other healthcare personnel who work with pregnant women or post-partum women and their families regarding treatment for addiction including opioids and any other co-occurring substance use or mental health conditions.

Invest in measures to address Neonatal Abstinence Syndrome, including prevention, care for addiction and education programs.

Fund child and family supports for parenting women with addiction including opioids and any co-occurring substance use or mental health conditions.

Enhanced family supports and childcare services for parents receiving treatment for addiction including opioids and any co-occurring substance use or mental health conditions.

## Recovery Support

Identify and support successful recovery models including but not limited to: college recovery programs, peer support agencies, recovery high schools, sober events and community programs, etc.

Provide technical assistance to increase the quantity and capacity of high-quality programs that model and support successful recovery.

Training and development of procedures for government staff to appropriately interact and provide social and other services to current and recovering opioid users. To reduce stigma and to normalize a culture of recovery, government staff will be provided with onboarding and training that generates a cultural shift and provides all government employees with tool and resources to feel supported and to support colleagues who may be struggling with substance use disorder.

Convene community conversations and trainings that engage non-profits, civic clubs, the faith-based community, and other stakeholders in training and techniques for providing referrals and supports to those persons to family and friends struggling with substance use disorder.

Identify and address transportation barriers to permit consistent participation in treatment and recovery support.

Support the development of recovery-friendly environments in all sectors, schools, communities and workplaces to promote and sustain health and wellness goals. Put resources toward:

- 1. Supportive and recovery housing;
- 2. Supportive employment/jobs;
- 3. Certification of peer coaches, peer-run recovery organizations, recovery community organizations;
- 4. Crisis intervention and relapse prevention; and
- 5. Services and structures that support young people living a life in recovery including, recovery high schools and collegiate recovery communities.

## Prevention

Invest in school-based programs that have demonstrated effectiveness in preventing drug misuse and that appear promising to prevent the uptake and use of opioids. Investment in school and community-based prevention efforts and curriculum that has demonstrated effectiveness in reducing Adverse Childhood Events (ACEs) and their impact by increasing resiliency, and preventing risk-taking, unhealthy or dangerous behaviors such as: drug use, misuse, early alcohol use, and suicide attempts.

Assist coalitions and community stakeholders in aligning state, federal, and local resources to maximize procurement of school and community education curricula, programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, aging and elderly community members and others in an effort to build a comprehensive prevention and education response that addresses prevention across the lifespan.

Invest in environmental scans and school surveys to identify effective prevention efforts and realign prevention and treatment responses with those emerging risk factors and changing patterns of substance misuse.

Fund community anti-drug coalitions that engage in drug prevention efforts and education.

<u>Prevent Over-Prescribing of Opioids and Other Drugs of Potential Misuse</u>

Training for healthcare providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.

Continuing Medical Education (CME) on prescribing of opioids and other drugs of concern.

Support for non-opioid pain treatment alternatives, including training providers to offer or refer patients to multi-modal, evidence-informed treatment of pain.

Development and implementation of a National Prescription Drug Monitoring Program (PDMP) – Fund development of a multistate/national PDMP that permits information sharing while providing appropriate safeguards on sharing of private health information, including but not limited to: a. Integration of PDMP data with electronic health records, overdose episodes, and decision support tools for healthcare providers relating to opioid use disorder (OUD) and other drugs of concern.

## Prevent Overdose Deaths and Other Harms (Harm Reduction)

Increase availability and distribution of naloxone and other drugs that treat overdoses for use by first responders, persons who have experienced an overdose event, patients who are currently prescribed opioids, families, schools, community-based service providers, social workers, and other members of the general public.

Promote and expand naloxone strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then engaged and retained in evidence-based treatment programs.

Provide training and education regarding naloxone and other drugs that treat overdoses for first responders, persons who have experienced an overdose event, patients who are currently prescribed opioids, families, schools, and other members of the general public.

Develop data tracking software and applications for overdoses/naloxone revivals.

Invest in evidence-based and promising comprehensive harm reduction services and centers, including mobile units, to include; syringe services, supplies, naloxone, staffing, space, peer-support services, and access to medical and behavioral health referrals.

Expand access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.

## Services for Children

Review the continuum of services available to Ohio's youths, young adults, and families to identify gaps and to ensure timely access to appropriate care for Ohio's youngest citizens and their parents.

Fund additional positions and services, including supportive housing and other residential services to serve children living apart from custodial parents and/or placed in foster care due to custodial opioid use.

Expand collaboration among organizations meeting the prevention, treatment, and recovery needs of Ohio's young people and organizations serving youths, such as Boys & Girls Clubs, YMCAs and others. Support the growth of recovery high schools, collegiate recovery communities, and alternative peer groups for youths recovering from mental illness and substance use disorders.

# <u>First Responders (EMS, Firefighters, Law Enforcement and other criminal justice professionals)</u>

Provide funds for first responders and criminal justice professionals and participating subdivisions for cross agency/department collaboration and other public safety expenditures relating to the opioid epidemic that address both community and statewide supply and demand reduction strategies including criminal interdiction efforts.

Training public safety officials and responders safe-handling practices and precautions when dealing with fentanyl or other drugs.

Provide trauma-informed resiliency training and support that address compassion fatigue and increased suicide risk of public safety responders.

## Workforce

Fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.

Scholarships/loan forgiveness for persons to become certified addiction counselors, licensed alcohol and drug counselors, licensed clinical social workers, and licensed mental health counselors practicing in the SUD/MH field, and scholarships for certified addiction counselors, licensed alcohol and drug counselors, licensed clinical social workers, and licensed mental health counselors practicing in the SUD/MH field for continuing educations licensing fees.

Funding for clinicians to obtain training and a waiver under the federal Drug Addiction Treatment Act to prescribe MAT for opioid use disorders.

Training for healthcare providers, students, and other supporting professionals, such as peer recovery coaches/recovery outreach specialists to support treatment and harm reduction.

Dissemination of accredited web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.

## PART TWO: Statewide Innovation & Recovery

## Leadership, Planning and Coordination

Provide resources to fund the oversight, management, and evaluation of abatement programs and inform future approaches.

Community regional planning to identify goals for opioid reduction and support efforts or to identify areas and populations with the greatest needs for prevention, treatment, and/or services.

A government dashboard to track key opioid/and addiction-related indicators and supports as identified through collaborative community processes.

Provide funding for grant writing to assist already established community coalitions in securing state and federal grant dollars for capacity building and sustainability.

## Stigma Reduction, Training and Education

Commission statewide campaigns to address stigma against people with mental illness and substance use disorders. Stigma and misinformation deeply embed the deadly consequences of Ohio's public health crisis. These prevent families from seeking help, fuel harmful misperceptions and stereotypes in Ohio communities, and can discourage medical professionals from providing evidence-informed consultation and care. Ohio's campaign to end stigma should include chronic disease education; evidence-based prevention, treatment, and harm reduction strategies; stories of recovery; and a constant reframing of mental illness and addiction from a personal moral failing to a treatable chronic illness.

Coordinate public and professional training opportunities that expand the understanding and awareness of adverse childhood experiences (ACEs) and psychological trauma, effective treatment models, and the use of medications that aid in the acute care and chronic disease management of both mental illness and addiction.

Strengthen the citizen workforce by providing community-based trainings, such as Mental Health First Aid, Crisis Intervention Training, naloxone administration, and suicide prevention. These best practice trainings should be allowable as Continuing Education Units for professional development and when offered in an educational setting, provide academic credit.

Development and dissemination of new accredited curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service Medication-Assisted Treatment.

Training for emergency room personnel treating opioid overdose patients on post-discharge planning. Such training includes community referrals for MAT, recovery case management and/or support services.

Public education relating to drug disposal.

Drug take-back disposal or destruction programs.

Public education relating to emergency responses to overdoses.

Public education relating to immunity and Good Samaritan laws.

Educating first responders regarding the existence and operation of immunity and Good Samaritan laws.

Invest in public health education campaigns that inform audiences about the ease of contraction of hepatitis C, and that engage persons at-risk to receive testing and treatment.

Convene and host community conversations and events that engage local non-profits, civic clubs, and the faith-based community as a system to support prevention.

Fund programs and services regarding staff training, networking, and practice to improve staff capability to abate the opioid crisis.

Support infrastructure and staffing for collaborative cross-systems coordination to prevent opioid misuse, prevent overdoses, and treat those with addiction including opioids and/or any other co-occurring substance use and/or mental health conditions (e.g. behavioral health prevention, treatment, and recovery services providers, healthcare, primary care, pharmacies, PDMPs).

Support community-wide stigma reduction regarding accessing treatment and support for persons with substance use disorders.

## RESEARCH

Ensuring that funding is flexible to invest in short and long-term research and innovation projects that embrace new advances, technology and other strategies that meet the needs of Ohioans today and in the future.





February 19, 2020

Deal Local Government Leaders,

A little more than two years ago, Ohio became one of the first states to file lawsuits against the opioid manufacturers and distributors that pushed millions of addictive pills into our state. Since then, local leaders like you – from townships, villages, cities, and counties both within and outside Ohio – have filed suit against these same companies.

We know that the opioid epidemic has left no part of our state untouched, with every community having had to address the unique needs of those suffering from substance use disorder. We have learned, however, that we are stronger when we work together. Now, united as One Ohio, we want to move in one direction – to expand our prevention efforts, invest in treatment, support our law enforcement, and strengthen our efforts for a sustained recovery.

We are not asking you to walk away from your individual lawsuits. By working together, though, we can:

- Bring a swift resolution to this matter in Ohio and continue the real work of helping those in need.
- Ensure a settlement for Ohio that recognizes how every corner of the state has been hit hard by this crisis.

Because of your commitment to Ohioans' future, we have been charting a new way forward during the past few months. No plan is perfect, but One Ohio allows us to achieve our primary goals of a common purpose, local control, and a visionary statewide foundation to help combat the drug crisis for years to come. The fund will remain flexible to meet evolving needs while aiding families torn apart by this epidemic.

Moving forward, we genuinely believe that it is in everyone's best interest for Ohio to have a united front regarding any potential settlement. Your support of this effort signals hope for the families that are struggling.

Let this plan guide us as we work together. Let us speak with one voice. Let us be One Ohio.

Very respectfully yours,

nike Dewi

Mike DeWine Ohio Governor Dave Yost

Attorney Genera

## Allocation to Ohio Municipalities, Excluding Bellwethers

Government Name	County	Census ID	Gov't Type	Gov't Share (%)
Aberdeen village	BROWN COUNTY	36200800100000	Other	0.0087%
Ada village	HARDIN COUNTY	36203300100000	Other	0.0078%
ADAMS COUNTY	ADAMS COUNTY	36100100100000	County	0.3474%
ADAMS TOWNSHIP	CHAMPAIGN COUNTY	36301100100000	Other	0.0001%
ADAMS TOWNSHIP	CLINTON COUNTY	36301400100000	Other	0.0003%
ADAMS TOWNSHIP	DARKE COUNTY	36301900100000	Other	0.0017%
ADAMS TOWNSHIP	MONROE COUNTY	36305600100000	Other	0.0000%
ADAMS TOWNSHIP	MUSKINGUM COUNTY	36306000100000	Other	0.0001%
ADAMS TOWNSHIP	SENECA COUNTY	36307400100000	Other	0.0004%
ADAMS TOWNSHIP	WASHINGTON COUNTY	36308400100000	Other	0.0001%
Adamsville village	MUSKINGUM COUNTY	36206000100000	Other	0.0001%
Addyston village	HAMILTON COUNTY ,	36203100100000	Other	0.0025%
Adelphi village	ROSS COUNTY	36207100100000	Other	0.0020%
Adena village	MULTIPLE COUNTIES	36204100100000	Other	0.0004%
AID TOWNSHIP	LAWRENCE COUNTY	36304400100000	Other	0.0003%
Akron city	SUMMIT COUNTY	36207700100000	Other	0.8812%
Albany village	ATHENS COUNTY	36200500100000	Other	0.0019%
ALEXANDER TOWNSHIP	ATHENS COUNTY	36300500100000	Other	0.0001%
Alexandria village	LICKING COUNTY	36204500100000	Other	0.0006%
Alger village	HARDIN COUNTY	36203300200000	Other	0.0005%
ALLEN COUNTY	ALLEN COUNTY	36100200200000	County	0.4093%
ALLEN TOWNSHIP	DARKE COUNTY	36301900200000	Other	0.0007%
ALLEN TOWNSHIP	HANCOCK COUNTY	36303200100000	Other	0.0006%
ALLEN TOWNSHIP	OTTAWA COUNTY	36306200100000	Other	0.0006%
ALLEN TOWNSHIP	UNION COUNTY	36308000100000	Other	0.0029%
Alliance city	MULTIPLE COUNTIES	36207600100000	Other	0.0889%
AMANDA TOWNSHIP	FAIRFIELD COUNTY	36302300100000	Other	0.0019%
AMANDA TOWNSHIP	HANCOCK COUNTY	36303200200000	Other	0.0002%
Amanda village	FAIRFIELD COUNTY	36202300100000	Other	0.0006%
Amberley village	HAMILTON COUNTY	36203100200000	Other	0.0192%
AMBOY TOWNSHIP	FULTON COUNTY	36302600100000	Other	0.0017%
Amelia village	CLERMONT COUNTY	36201300100000	Other	0.0139%
AMERICAN TOWNSHIP	ALLEN COUNTY	36300200200000	Other	0.0194%
AMES TOWNSHIP	ATHENS COUNTY	36300500200000	Other	0.0004%
Amesville village	ATHENS COUNTY	36200500200000	Other	0.0001%
Amherst city	LORAIN COUNTY	36204700100000	Other	0.0345%
AMHERST TOWNSHIP	LORAIN COUNTY	36304700100000	Other	0.0134%
Amsterdam village	JEFFERSON COUNTY	36204100200000	Other	0.0004%
ANDERSON TOWNSHIP	HAMILTON COUNTY	36303100100000	Other	0.0761%
ANDOVER TOWNSHIP	ASHTABULA COUNTY	36300400100000	Other	0.0011%
Andover village	ASHTABULA COUNTY	36200400100000	Other	0.0041%
Anna village	SHELBY COUNTY	36207500100000	Other	0.0029%
Ansonia village	DARKE COUNTY	36201900100000		0.0015%
Antioch village	MONROE COUNTY	36205600100000		0.0000%
Antwerp village	PAULDING COUNTY	36206300100000	Other	0.0009%
Apple Creek village	WAYNE COUNTY	36208500100000		0.0005%
Aquilla village	GEAUGA COUNTY	36202800100000		0.0000%
Arcadia village	HANCOCK COUNTY	36203200100000		0.0000%
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Bay Village city	CUYAHOGA COUNTY	36201800100000 Ot	ther 0.0295%
BAZETTA TOWNSHIP	TRUMBULL COUNTY	36307800100000 Ot	ther 0.0331%
Beach City village	STARK COUNTY	36207600200000 Ot	ther 0.0007%
Beachwood city	CUYAHOGA COUNTY	36201800200000 Ot	ther 0.0573%
Beallsville village	MONROE COUNTY	36205600200000 Ot	ther 0.0002%
BEARFIELD TOWNSHIP	PERRY COUNTY	36306400100000 Ot	ther 0.0005%
BEAVER TOWNSHIP	MAHONING COUNTY	36305000200000 Ot	ther 0.0148%
BEAVER TOWNSHIP	PIKE COUNTY	36306600100000 Ot	ther 0.0003%
Beaver village	PIKE COUNTY	36206600100000 Ot	ther 0.0002%
Beavercreek city	GREENE COUNTY	36202960100000 Ot	ther 0.0844%
BEAVERCREEK TOWNSHIP	GREENE COUNTY	36302900200000 Ot	ther 0.1349%
Beaverdam village	ALLEN COUNTY	36200200100000 Ot	ther 0.0001%
Bedford city	CUYAHOGA COUNTY	36201800300000 Ot	ther 0.0430%
Bedford Heights city	CUYAHOGA COUNTY	36201800400000 Ot	ther 0.0387%
BEDFORD TOWNSHIP	COSHOCTON COUNTY	36301600200000 Ot	ther 0.0000%
Bellaire village	BELMONT COUNTY	36200700200000 Ot	ther 0.0010%
Bellbrook city	GREENE COUNTY	36202900100000 Ot	ther 0.0238%
Belle Center village	LOGAN COUNTY	36204600100000 Ot	ther 0.0005%
Belle Valley village	NOBLE COUNTY	36206100200000 Ot	ther 0.0001%
Bellefontaine city	LOGAN COUNTY	36204600200000 Ot	ther 0.0729%
Bellevue city	MULTIPLE COUNTIES	36203900100000 Ot	ther 0.0300%
Bellville village	RICHLAND COUNTY	36207000100000 Ot	ther 0.0011%
BELMONT COUNTY	BELMONT COUNTY	36100700700000 Cc	ounty 0.4905%
Belmont village	BELMONT COUNTY	36200700300000 Ot	ther 0.0011%
Belmore village	PUTNAM COUNTY	36206900100000 Ot	ther 0.0002%
Beloit village	MAHONING COUNTY	36205000100000 Ot	ther 0.0038%
Belpre city	WASHINGTON COUNTY	36208400100000 Ot	ther 0.0099%
BELPRE TOWNSHIP	WASHINGTON COUNTY	36308400400000 Ot	ther 0.0009%
BENNINGTON TOWNSHIP	LICKING COUNTY	36304500100000 Ot	ther 0.0006%
BENNINGTON TOWNSHIP	MORROW COUNTY	36305900100000 Ot	ther 0.0001%
Bentleyville village	CUYAHOGA COUNTY	36201800500000 Ot	ther 0.0020%
Benton Ridge village	HANCOCK COUNTY	36203200300000 Ot	ther 0.0001%
BENTON TOWNSHIP	HOCKING COUNTY	36303700100000 Ot	ther 0.0001%
BENTON TOWNSHIP	OTTAWA COUNTY	36306200300000 Ot	ther 0.0008%
BENTON TOWNSHIP	PAULDING COUNTY	36306300200000 Ot	ther 0.0002%
BENTON TOWNSHIP	PIKE COUNTY	36306600200000 Ot	ther 0.0004%
Berea city	CUYAHOGA COUNTY	36201800600000 Ot	ther 0.0293%
Bergholz village	JEFFERSON COUNTY	36204100300000 Ot	ther 0.0002%
Berkey village	LUCAS COUNTY	36204800100000 Ot	
BERKSHIRE TOWNSHIP	DELAWARE COUNTY	36302100100000 Ot	
Berlin Heights village	ERIE COUNTY	36202200200000 Ot	
BERLIN TOWNSHIP	DELAWARE COUNTY	36302100200000 Ot	
BERLIN TOWNSHIP	ERIE COUNTY	36302200100000 Ot	
BERLIN TOWNSHIP	HOLMES COUNTY	36303800100000 Ot	
BERLIN TOWNSHIP	MAHONING COUNTY	36305000300000 Ot	
BERN TOWNSHIP	ATHENS COUNTY	36300500400000 Ot	
BERNE TOWNSHIP	FAIRFIELD COUNTY	36302300200000 Ot	
BETHEL TOWNSHIP	CLARK COUNTY	36301200100000 O	
BETHEL TOWNSHIP	MONROE COUNTY	36305600300000 Of	
Bethel village	CLERMONT COUNTY	36201300300000 Of	
Bethesda village	BELMONT COUNTY	36200700400000 Of	
BETHLEHEM TOWNSHIP	COSHOCTON COUNTY	36301600300000 Of	
PETTICINE TO WINDIN	55511561514 6561411	23252333333333	0.000170

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BRISTOL TOWNSHIP	TRUMBULL COUNTY	36307800400000 Other	0.0253%
Broadview Heights city	CUYAHOGA COUNTY	36201800900000 Other	0.0227%
BRONSON TOWNSHIP	HURON COUNTY	36303900100000 Other	0.0009%
Brook Park city	CUYAHOGA COUNTY	36201801200000 Other	0.0390%
BROOKFIELD TOWNSHIP	NOBLE COUNTY	36306100200000 Other	0.0001%
BROOKFIELD TOWNSHIP	TRUMBULL COUNTY	36307800500000 Other	0.0346%
Brooklyn city	CUYAHOGA COUNTY	36201801000000 Other	0.0212%
Brooklyn Heights village	CUYAHOGA COUNTY	36201801100000 Other	0.0101%
Brookside village	BELMONT COUNTY	36200700600000 Other	0.0001%
Brookville city	MONTGOMERY COUNTY	36205700100000 Other	0.0217%
Broughton village	PAULDING COUNTY	36206300200000 Other	0.0000%
BROWN COUNTY	BROWN COUNTY	36100800800000 County	0.4653%
BROWN TOWNSHIP	CARROLL COUNTY	36301000200000 Other	0.0009%
BROWN TOWNSHIP	DARKE COUNTY	36301900300000 Other	0.0008%
BROWN TOWNSHIP	DELAWARE COUNTY	36302100300000 Other	0.0000%
BROWN TOWNSHIP	FRANKLIN COUNTY	36302500200000 Other	0.0004%
BROWN TOWNSHIP	KNOX COUNTY	36304200200000 Other	0.0039%
BROWN TOWNSHIP	MIAMI COUNTY	36305500200000 Other	0.0006%
BROWN TOWNSHIP	PAULDING COUNTY	36306300400000 Other	0.0001%
BROWN TOWNSHIP	VINTON COUNTY	36308200100000 Other	0.0000%
Brunswick city	MEDINA COUNTY	36205250100000 Other	0.1197%
BRUNSWICK HILLS TOWNSHIP	MEDINA COUNTY	36305200100000 Other	0.0201%
BRUSH CREEK TOWNSHIP	JEFFERSON COUNTY	36304100100000 Other	0.0001%
BRUSH CREEK TOWNSHIP	SCIOTO COUNTY	36307300200000 Other	0.0011%
BRUSHCREEK TOWNSHIP	HIGHLAND COUNTY	36303600100000 Other	0.0060%
Bryan city	WILLIAMS COUNTY	36208600300000 Other	0.0285%
Buchtel village	MULTIPLE COUNTIES	36200500400000 Other	0.0002%
Buckeye Lake village	MULTIPLE COUNTIES	36204560100000 Other	0.0041%
Buckland village	AUGLAIZE COUNTY	36200600100000 Other	0.0001%
BUCKS TOWNSHIP	TUSCARAWAS COUNTY	36307900200000 Other	0.0003%
Bucyrus city	CRAWFORD COUNTY	36201700100000 Other	0.0467%
BUCYRUS TOWNSHIP	CRAWFORD COUNTY	36301700200000 Other	0.0002%
BUFFALO TOWNSHIP	NOBLE COUNTY	36306100300000 Other	0.0001%
Burbank village	WAYNE COUNTY	36208500200000 Other	0.0002%
Burgoon village	SANDUSKY COUNTY	36207200100000 Other	0.0002%
Burkettsville village	MULTIPLE COUNTIES	36205400100000 Other	0.0000%
BURLINGTON TOWNSHIP	LICKING COUNTY	36304500300000 Other	0.0013%
BURTON TOWNSHIP	GEAUGA COUNTY	36302800300000 Other	0.0023%
Burton village	GEAUGA COUNTY	36202800200000 Other	0.0036%
BUTLER COUNTY	BUTLER COUNTY	36100900900000 County	2.6887%
BUTLER TOWNSHIP	COLUMBIANA COUNTY	36301500100000 Other	0.0018%
BUTLER TOWNSHIP	DARKE COUNTY	36301900400000 Other	0.0007%
BUTLER TOWNSHIP	MERCER COUNTY	36305400200000 Other	0.0021%
BUTLER TOWNSHIP	MONTGOMERY COUNTY	36305700100000 Other	0.0308%
BUTLER TOWNSHIP	RICHLAND COUNTY	36307000200000 Other	0.0004%
Butler village	RICHLAND COUNTY	36207000200000 Other	0.0005%
Butlerville village	WARREN COUNTY	36208300100000 Other	0.0002%
Byesville village	GUERNSEY COUNTY	36203000100000 Other	0.0018%
BYRD TOWNSHIP	BROWN COUNTY	36300800100000 Other	0.0018%
CADIZ TOWNSHIP	HARRISON COUNTY	36303400300000 Other	0.0013%
Cadiz village	HARRISON COUNTY	36203400200000 Other	0.0042%
CAESARSCREEK TOWNSHIP	GREENE COUNTY	36302900300000 Other	0.0005%
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Chagrin Falls village	CUYAHOGA COUNTY	36201801300000 Other	0.0125%
CHAMPAIGN COUNTY	CHAMPAIGN COUNTY	36101101100000 County	0.2269%
CHAMPION TOWNSHIP	TRUMBULL COUNTY	36307800600000 Other	0.0284%
Chardon city	GEAUGA COUNTY	36202800300000 Other	0.0479%
CHARDON TOWNSHIP	GEAUGA COUNTY	36302800400000 Other	0.0039%
CHARLESTOWN TOWNSHIP	PORTAGE COUNTY	36306700400000 Other	0.0000%
CHATFIELD TOWNSHIP	CRAWFORD COUNTY	36301700300000 Other	0.0008%
Chatfield village	CRAWFORD COUNTY	36201700200000 Other	0.0001%
CHATHAM TOWNSHIP	MEDINA COUNTY	36305200200000 Other	0.0004%
Chauncey village	ATHENS COUNTY	36200500500000 Other	0.0001%
Cherry Fork village	ADAMS COUNTY	36200100100000 Other	0.0004%
CHERRY VALLEY TOWNSHIP	ASHTABULA COUNTY	36300400400000 Other	0.0005%
Chesapeake village	LAWRENCE COUNTY	36204400200000 Other	0.0022%
CHESHIRE TOWNSHIP	GALLIA COUNTY	36302700200000 Other	0.0010%
Cheshire village	GALLIA COUNTY	36202700200000 Other	0.0002%
CHESTER TOWNSHIP	CLINTON COUNTY	36301400200000 Other	0.0019%
CHESTER TOWNSHIP	GEAUGA COUNTY	36302800500000 Other	0.0253%
CHESTER TOWNSHIP	MORROW COUNTY	36305900400000 Other	0.0005%
CHESTER TOWNSHIP	WAYNE COUNTY	36308500300000 Other	0.0004%
Chesterhill village	MORGAN COUNTY	36205800100000 Other	0.0001%
Chesterville village	MORROW COUNTY	36205900200000 Other	0.0001%
Cheviot city	HAMILTON COUNTY	36203100500000 Other	0.0177%
Chickasaw village	MERCER COUNTY	36205400300000 Other	0.0003%
Chillicothe city	ROSS COUNTY	36207100300000 Other	0.3117%
Chilo village	CLERMONT COUNTY	36201370100000 Other	0.0002%
Chippewa Lake village	MEDINA COUNTY	36205200100000 Other	0.0005%
CHIPPEWA TOWNSHIP	WAYNE COUNTY	36308500400000 Other	0.0026%
Christiansburg village	CHAMPAIGN COUNTY	36201100100000 Other	0.0003%
Cincinnati city	HAMILTON COUNTY	36203100600000 Other	1.9226%
Circleville city	PICKAWAY COUNTY	36206500200000 Other	0.3452%
CIRCLEVILLE TOWNSHIP	PICKAWAY COUNTY	36306500100000 Other	0.0006%
CLAIBOURNE TOWNSHIP	UNION COUNTY	36308000200000 Other	0.0000%
CLARIDON TOWNSHIP	GEAUGA COUNTY	36302800600000 Other	0.0026%
Clarington village	MONROE COUNTY	36205600300000 Other	0.0000%
CLARK COUNTY	CLARK COUNTY	36101201200000 County	1.2152%
CLARK TOWNSHIP	BROWN COUNTY	36300800200000 Other	0.0054%
CLARK TOWNSHIP	CLINTON COUNTY	36301400300000 Other	0.0011%
Clarksburg village	ROSS COUNTY	36207100400000 Other	0.0000%
CLARKSFIELD TOWNSHIP	HURON COUNTY	36303900200000 Other	0.0007%
Clarksville village	CLINTON COUNTY	36201400200000 Other	0.0004%
Clay Center village	OTTAWA COUNTY	36206200100000 Other	0.0001%
CLAY TOWNSHIP	AUGLAIZE COUNTY	36300600100000 Other	0.0004%
CLAY TOWNSHIP	HIGHLAND COUNTY	36303600200000 Other	0.0004%
CLAY TOWNSHIP	MONTGOMERY COUNTY	36305700200000 Other	0.0058%
CLAY TOWNSHIP	MUSKINGUM COUNTY	36306000500000 Other	0.0004%
CLAY TOWNSHIP	OTTAWA COUNTY	36306200600000 Other	0.0026%
CLAY TOWNSHIP	SCIOTO COUNTY	36307300300000 Other	0.0065%
CLAY TOWNSHIP	TUSCARAWAS COUNTY	36307900300000 Other	0.0000%
Clayton city	MONTGOMERY COUNTY	36205700300000 Other	0.0375%
CLAYTON TOWNSHIP	PERRY COUNTY	36306400200000 Other	0.0004%
CLEAR CREEK TOWNSHIP	WARREN COUNTY	36308300100000 Other	0.0874%
CLEAR CREEK TOWNSHIP	FAIRFIELD COUNTY	36302300400000 Other	0.0011%
CLCARCREEN TOWNSHIP	LAINEILLD COUNTY	30302300400000 Other	0.0011%

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COSHOCTON COUNTY	COSHOCTON COUNTY	36101601600000 County	
COVENTRY TOWNSHIP	SUMMIT COUNTY	36307700400000 Other	0.0113%
Covington village	MIAMI COUNTY	36205500300000 Other	0.0077%
Craig Beach village	MAHONING COUNTY	36205000400000 Other	0.0004%
CRANBERRY TOWNSHIP	CRAWFORD COUNTY	36301700400000 Other	0.0002%
CRANE TOWNSHIP	PAULDING COUNTY	36306300600000 Other	0.0001%
CRANE TOWNSHIP	WYANDOT COUNTY	36308800200000 Other	0.0006%
CRAWFORD COUNTY	CRAWFORD COUNTY	36101701700000 County	0.2595%
CRAWFORD TOWNSHIP	COSHOCTON COUNTY	36301600500000 Other	0.0002%
CRAWFORD TOWNSHIP	WYANDOT COUNTY	36308800300000 Other	0.0001%
Crestline village	MULTIPLE COUNTIES	36201700300000 Other	0.0167%
Creston village	MULTIPLE COUNTIES	36208500400000 Other	0.0008%
Cridersville village	AUGLAIZE COUNTY	36200600200000 Other	0.0046%
Crooksville village	PERRY COUNTY	36206400200000 Other	0.0043%
CROSBY TOWNSHIP	HAMILTON COUNTY	36303100400000 Other	0.0045%
CROSS CREEK TOWNSHIP	JEFFERSON COUNTY	36304100200000 Other	0.0061%
Crown City village	GALLIA COUNTY	36202700300000 Other	0.0005%
Cumberland village	GUERNSEY COUNTY	36203000300000 Other	0.0007%
Custar village	WOOD COUNTY	36208700500000 Other	0.0000%
Cuyahoga Falls city	SUMMIT COUNTY	36207700500000 Other	0.1812%
Cuyahoga Heights village	CUYAHOGA COUNTY	36201801600000 Other	0.0194%
Cygnet village	WOOD COUNTY	36208700600000 Other	0.0003%
CYNTHIAN TOWNSHIP	SHELBY COUNTY	36307500200000 Other	0.0000%
DALLAS TOWNSHIP	CRAWFORD COUNTY	36301700500000 Other	0.0002%
Dalton village	WAYNE COUNTY	36208500500000 Other	0.0012%
DAMASCUS TOWNSHIP	HENRY COUNTY	36303500200000 Other	0.0008%
DANBURY TOWNSHIP	OTTAWA COUNTY	36306200700000 Other	0.0039%
Danville village	KNOX COUNTY	36204200300000 Other	0.0022%
DARBY TOWNSHIP	MADISON COUNTY	36304900200000 Other	0.0011%
DARBY TOWNSHIP	UNION COUNTY	36308000300000 Other	0.0004%
Darbyville village	PICKAWAY COUNTY	36206500400000 Other	0.0000%
DARKE COUNTY	DARKE COUNTY	36101901900000 County	0.2652%
Dayton city	MONTGOMERY COUNTY	36205700400000 Other	1.3353%
De Graff village	LOGAN COUNTY	36204600300000 Other	0.0013%
DECATUR TOWNSHIP	LAWRENCE COUNTY	36304400200000 Other	0.0001%
DECATUR TOWNSHIP	WASHINGTON COUNTY	36308400500000 Other	0.0001%
Deer Park city	HAMILTON COUNTY	36203100800000 Other	0.0107%
DEERCREEK TOWNSHIP	PICKAWAY COUNTY	36306500300000 Other	0.0004%
DEERFIELD TOWNSHIP	PORTAGE COUNTY	36306700500000 Other	0.0009%
DEERFIELD TOWNSHIP	ROSS COUNTY	36307100400000 Other	0.0015%
DEERFIELD TOWNSHIP	WARREN COUNTY	36308300200000 Other	0.1151%
Deersville village	HARRISON COUNTY	36203400300000 Other	0.0000%
Defiance city	DEFIANCE COUNTY	36202000100000 Other	0.0659%
DEFIANCE COUNTY	DEFIANCE COUNTY	36102002000000 County	
DEFIANCE TOWNSHIP	DEFIANCE COUNTY	36302000200000 Other	0.0007%
Delaware city	DELAWARE COUNTY	36202100200000 Other	0.1151%
DELAWARE COUNTY	DELAWARE COUNTY	36102102100000 County	
DELAWARE TOWNSHIP	DEFIANCE COUNTY	36302000300000 Other	0.0015%
DELAWARE TOWNSHIP	DELAWARE COUNTY	36302100500000 Other	0.0075%
DELAWARE TOWNSHIP	HANCOCK COUNTY	36303200600000 Other	0.0001%
DELHI TOWNSHIP	HAMILTON COUNTY	36303100500000 Other	0.0630%
Dellroy village	CARROLL COUNTY	36201000200000 Other	0.0003%
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ELYRIA TOWNSHIP	LORAIN COUNTY	36304700900000 Other	0.0008%
Empire village	JEFFERSON COUNTY	36204100700000 Other	0.0010%
Englewood city	MONTGOMERY COUNTY	36205700500000 Other	0.0628%
Enon village	CLARK COUNTY	36201200300000 Other	0.0038%
ERIE COUNTY	ERIE COUNTY	36102202200000 County	0.4532%
ERIE TOWNSHIP	OTTAWA COUNTY	36306200800000 Other	0.0006%
Euclid city	CUYAHOGA COUNTY	36201801800000 Other	0.0937%
Evendale village	HAMILTON COUNTY	36203101000000 Other	0.0340%
Fairborn city	GREENE COUNTY	36202900500000 Other	0.1544%
Fairfax village	HAMILTON COUNTY	36203101100000 Other	0.0079%
Fairfield city	MULTIPLE COUNTIES	36200900200000 Other	0.2894%
FAIRFIELD COUNTY	FAIRFIELD COUNTY	36102302300000 County	0.6245%
FAIRFIELD TOWNSHIP	BUTLER COUNTY	36300900100000 Other	0.0801%
FAIRFIELD TOWNSHIP	COLUMBIANA COUNTY	36301500400000 Other	0.0025%
FAIRFIELD TOWNSHIP	HURON COUNTY	36303900300000 Other	0.0007%
FAIRFIELD TOWNSHIP	TUSCARAWAS COUNTY	36307900500000 Other	0.0004%
FAIRFIELD TOWNSHIP	WASHINGTON COUNTY	36308400700000 Other	0.0001%
Fairlawn city	SUMMIT COUNTY	36207750200000 Other	0.0675%
Fairport Harbor village	LAKE COUNTY	36204300200000 Other	0.0091%
Fairview Park city	CUYAHOGA COUNTY	36201801900000 Other	0.0219%
Fairview village	BELMONT COUNTY	36203000400000 Other	0.0001%
FALLS TOWNSHIP	HOCKING COUNTY	36303700200000 Other	0.0003%
FALLS TOWNSHIP	MUSKINGUM COUNTY	36306000600000 Other	0.0022%
FARMER TOWNSHIP	DEFIANCE COUNTY	36302000400000 Other	0.0003%
Farmersville village	MONTGOMERY COUNTY	36205700600000 Other	0.0014%
FARMINGTON TOWNSHIP	TRUMBULL COUNTY	36307800700000 Other	0.0015%
FAYETTE COUNTY	FAYETTE COUNTY	36102402400000 County	0.2555%
FAYETTE TOWNSHIP	LAWRENCE COUNTY	36304400400000 Other	0.0013%
Fayette village	FULTON COUNTY	36202600300000 Other	0.0012%
Fayetteville village	BROWN COUNTY	36200800200000 Other	0.0029%
FEARING TOWNSHIP	WASHINGTON COUNTY	36308400800000 Other	0.0004%
Felicity village	CLERMONT COUNTY	36201300400000 Other	0.0031%
Findlay city	HANCOCK COUNTY	36203200400000 Other	0.1162%
FITCHVILLE TOWNSHIP	HURON COUNTY	36303900400000 Other	0.0003%
FLATROCK TOWNSHIP	HENRY COUNTY	36303500300000 Other	0.0002%
Fletcher village	MIAMI COUNTY	36205500400000 Other	0.0012%
FLORENCE TOWNSHIP	ERIE COUNTY	36302200200000 Other	0.0013%
FLORENCE TOWNSHIP	WILLIAMS COUNTY	36308600400000 Other	0.0003%
Florida village	HENRY COUNTY	36203500200000 Other	0.0016%
FLUSHING TOWNSHIP	BELMONT COUNTY	36300700200000 Other	0.0006%
Flushing village	BELMONT COUNTY	36200700700000 Other	0.0005%
Forest Park city	HAMILTON COUNTY	36203170100000 Other	0.0861%
Forest village	HARDIN COUNTY	36203300400000 Other	0.0023%
Fort Jennings village	PUTNAM COUNTY	36206900600000 Other	0.0004%
Fort Loramie village	SHELBY COUNTY	36207500300000 Other	0.0013%
Fort Recovery village	MERCER COUNTY	36205400500000 Other	0.0010%
Fostoria city	MULTIPLE COUNTIES	36207400400000 Other	0.0512%
FOWLER TOWNSHIP	TRUMBULL COUNTY	36307800800000 Other	0.0048%
Frankfort village	ROSS COUNTY	36207100500000 Other	0.0080%
Franklin city	WARREN COUNTY	36208300300000 Other	0.0535%
FRANKLIN COUNTY	FRANKLIN COUNTY	36102502500000 County	5.7883%
FRANKLIN TOWNSHIP	ADAMS COUNTY	36300100300000 Other	0.0010%
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Gilboa village	PUTNAM COUNTY	36206900700000 Other	0.0002%
GILEAD TOWNSHIP	MORROW COUNTY	36305900700000 Other	0.0003%
Girard city	TRUMBULL COUNTY	36207800200000 Other	0.0699%
Glandorf village	PUTNAM COUNTY	36206900800000 Other	0.0008%
Glendale village	HAMILTON COUNTY	36203101200000 Other	0.0090%
Glenford village	PERRY COUNTY	36206400300000 Other	0.0004%
Glenmont village	HOLMES COUNTY	36203800100000 Other	0.0001%
Glenwillow village	CUYAHOGA COUNTY	36201802200000 Other	0.0043%
Gloria Glens Park village	MEDINA COUNTY	36205200300000 Other	0.0002%
Glouster village	ATHENS COUNTY	36200500700000 Other	0.0026%
Gnadenhutten village	TUSCARAWAS COUNTY	36207900600000 Other	0.0021%
Golf Manor village	HAMILTON COUNTY	36203101300000 Other	0.0150%
GOOD HOPE TOWNSHIP	HOCKING COUNTY	36303700300000 Other	0.0001%
Gordon village	DARKE COUNTY	36201900500000 Other	0.0000%
GORHAM TOWNSHIP	<b>FULTON COUNTY</b>	36302600800000 Other	0.0004%
GOSHEN TOWNSHIP	AUGLAIZE COUNTY	36300600400000 Other	0.0000%
GOSHEN TOWNSHIP	BELMONT COUNTY	36300700300000 Other	0.0008%
GOSHEN TOWNSHIP	CHAMPAIGN COUNTY	36301100300000 Other	0.0009%
GOSHEN TOWNSHIP	CLERMONT COUNTY	36301300300000 Other	0.0551%
GOSHEN TOWNSHIP	HARDIN COUNTY	36303300500000 Other	0.0003%
GOSHEN TOWNSHIP	MAHONING COUNTY	36305000800000 Other	0.0098%
GOSHEN TOWNSHIP	TUSCARAWAS COUNTY	36307900700000 Other	0.0000%
GRAFTON TOWNSHIP	LORAIN COUNTY	36304701000000 Other	0.0023%
Grafton village	LORAIN COUNTY	36204700500000 Other	0.0067%
GRAND PRAIRIE TOWNSHIP	MARION COUNTY	36305100500000 Other	0.0007%
GRAND RAPIDS TOWNSHIP	WOOD COUNTY	36308700400000 Other	0.0003%
Grand Rapids village	WOOD COUNTY	36208700700000 Other	0.0005%
Grand River village	LAKE COUNTY	36204300300000 Other	0.0044%
GRAND TOWNSHIP	MARION COUNTY	36305100400000 Other	0.0000%
Grandview Heights city	FRANKLIN COUNTY	36202500700000 Other	0.0364%
GRANDVIEW TOWNSHIP	WASHINGTON COUNTY	36308400900000 Other	0.0006%
GRANGER TOWNSHIP	MEDINA COUNTY	36305200300000 Other	0.0028%
GRANVILLE TOWNSHIP	LICKING COUNTY	36304500800000 Other	0.0126%
GRANVILLE TOWNSHIP	MERCER COUNTY	36305400700000 Other	0.0016%
Granville village	LICKING COUNTY	36204500200000 Other	0.0104%
Gratiot village	LICKING COUNTY	36204500300000 Other	0.0002%
Gratis village	PREBLE COUNTY	36206800500000 Other	0.0064%
Graysville village	MONROE COUNTY	36205600400000 Other	0.0000%
GREEN CAMP TOWNSHIP	MARION COUNTY	36305100600000 Other	0.0012%
Green Camp village	MARION COUNTY	36205100200000 Other	0.0002%
Green city	SUMMIT COUNTY	36207740100000 Other	0.0848%
GREEN CREEK TOWNSHIP	SANDUSKY COUNTY	36307200200000 Other	0.0007%
Green Springs village	MULTIPLE COUNTIES	36207400500000 Other	0.0016%
GREEN TOWNSHIP	ADAMS COUNTY	36300100400000 Other	0.0000%
GREEN TOWNSHIP	BROWN COUNTY	36300800500000 Other	0.0035%
GREEN TOWNSHIP	CLARK COUNTY	36301200300000 Other	0.0007%
GREEN TOWNSHIP	CLINTON COUNTY	36301400400000 Other	0.0002%
GREEN TOWNSHIP	FAYETTE COUNTY	36302400200000 Other	0.0001%
GREEN TOWNSHIP	GALLIA COUNTY	36302700500000 Other	0.0009%
GREEN TOWNSHIP	HAMILTON COUNTY	36303100600000 Other	0.0954%
GREEN TOWNSHIP	HARRISON COUNTY	36303400700000 Other	0.0006%
GREEN TOWNSHIP	HOCKING COUNTY	36303700400000 Other	0.0033%

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Harrisburg village	MULTIPLE COUNTIES	36202501100000 Other	0.0003%
Harrison city	HAMILTON COUNTY	36203101500000 Other	0.0561%
HARRISON COUNTY	HARRISON COUNTY	36103403400000 County	0.0771%
HARRISON TOWNSHIP	CHAMPAIGN COUNTY	36301100400000 Other	0.0001%
HARRISON TOWNSHIP	GALLIA COUNTY	36302700800000 Other	0.0003%
HARRISON TOWNSHIP	HAMILTON COUNTY	36303100700000 Other	0.0023%
HARRISON TOWNSHIP	HENRY COUNTY	36303500500000 Other	0.0000%
HARRISON TOWNSHIP	KNOX COUNTY	36304200700000 Other	0.0000%
HARRISON TOWNSHIP	LICKING COUNTY	36304501000000 Other	0.0003%
HARRISON TOWNSHIP	LOGAN COUNTY	36304600300000 Other	0.0000%
HARRISON TOWNSHIP	MONTGOMERY COUNTY	36305700400000 Other	0.0329%
HARRISON TOWNSHIP	MUSKINGUM COUNTY	36306000700000 Other	0.0004%
HARRISON TOWNSHIP	PAULDING COUNTY	36306300800000 Other	0.0001%
HARRISON TOWNSHIP	PERRY COUNTY	36306400400000 Other	0.0021%
HARRISON TOWNSHIP	PICKAWAY COUNTY	36306500400000 Other	0.0068%
HARRISON TOWNSHIP	PREBLE COUNTY	36306800400000 Other	0.0016%
HARRISON TOWNSHIP	SCIOTO COUNTY	36307300500000 Other	0.0072%
HARRISON TOWNSHIP	VAN WERT COUNTY	36308100100000 Other	0.0002%
HARRISON TOWNSHIP	VINTON COUNTY	36308200500000 Other	0.0005%
HARRISVILLE TOWNSHIP	MEDINA COUNTY	36305200500000 Other	0.0067%
Harrisville village	HARRISON COUNTY	36203400500000 Other	0.0001%
Harrod village	ALLEN COUNTY	36200200600000 Other	0.0001%
HARTFORD TOWNSHIP	LICKING COUNTY	36304501100000 Other	0.0007%
HARTFORD TOWNSHIP	TRUMBULL COUNTY	36307801100000 Other	0.0015%
Hartford village	LICKING COUNTY	36204500500000 Other	0.0003%
HARTLAND TOWNSHIP	HURON COUNTY	36303900700000 Other	0.0001%
HARTSGROVE TOWNSHIP	ASHTABULA COUNTY	36300401000000 Other	0.0006%
Hartville village	STARK COUNTY	36207600800000 Other	0.0099%
Harveysburg village	WARREN COUNTY	36208300400000 Other	0.0012%
Haskins village	WOOD COUNTY	36208700800000 Other	0.0009%
Haviland village	PAULDING COUNTY	36206300500000 Other	0.0001%
Hayesville village	ASHLAND COUNTY	36200300200000 Other	0.0001%
Heath city	LICKING COUNTY	36204500600000 Other	0.0430%
Hebron village	LICKING COUNTY	36204500700000 Other	0.0150%
Helena village	SANDUSKY COUNTY	36207200500000 Other	0.0001%
Hemlock village	PERRY COUNTY	36206400400000 Other	0.0004%
HENRIETTA TOWNSHIP	LORAIN COUNTY	36304701100000 Other	0.0005%
HENRY COUNTY	HENRY COUNTY	36103503500000 County	0.1090%
HICKSVILLE TOWNSHIP	DEFIANCE COUNTY	36302000500000 Other	0.0002%
Hicksville village	DEFIANCE COUNTY	36202000200000 Other	0.0077%
Higginsport village	BROWN COUNTY	36200800500000 Other	0.0016%
HIGHLAND COUNTY	HIGHLAND COUNTY	36103603600000 County	0.3883%
Highland Heights city	CUYAHOGA COUNTY	36201802300000 Other	0.0225%
Highland Hills village	CUYAHOGA COUNTY	36201820100000 Other	0.0016%
HIGHLAND TOWNSHIP	DEFIANCE COUNTY	36302000600000 Other	0.0027%
HIGHLAND TOWNSHIP	MUSKINGUM COUNTY	36306000800000 Other	0.0002%
Highland village	HIGHLAND COUNTY	36203600200000 Other	0.0001%
Hilliard city	FRANKLIN COUNTY	36202501200000 Other	0.0500%
Hills and Dales village	STARK COUNTY	36207600900000 Other	0.0006%
Hillsboro city	HIGHLAND COUNTY	36203600300000 Other	0.0707%
HINCKLEY TOWNSHIP	MEDINA COUNTY	36305200600000 Other	0.0165%
HIRAM TOWNSHIP	PORTAGE COUNTY	36306700900000 Other	0.0008%

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JACKSON TOWNSHIP	HIGHLAND COUNTY	36303600700000 Other	0.0000%
JACKSON TOWNSHIP	JACKSON COUNTY	36304000500000 Other	0.0001%
JACKSON TOWNSHIP	MAHONING COUNTY	36305001000000 Other	0.0059%
JACKSON TOWNSHIP	MONROE COUNTY	36305600700000 Other	0.0001%
JACKSON TOWNSHIP	MONTGOMERY COUNTY	36305700500000 Other	0.0086%
JACKSON TOWNSHIP	MUSKINGUM COUNTY	36306001000000 Other	0.0011%
JACKSON TOWNSHIP	NOBLE COUNTY	36306100700000 Other	0.0001%
JACKSON TOWNSHIP	PAULDING COUNTY	36306300900000 Other	0.0002%
JACKSON TOWNSHIP	PICKAWAY COUNTY	36306500500000 Other	0.0002%
JACKSON TOWNSHIP	PIKE COUNTY	36306600400000 Other	0.0004%
JACKSON TOWNSHIP	RICHLAND COUNTY	36307000500000 Other	0.0005%
JACKSON TOWNSHIP	SANDUSKY COUNTY	36307200300000 Other	0.0003%
JACKSON TOWNSHIP	SENECA COUNTY	36307400700000 Other	0.0004%
JACKSON TOWNSHIP	SHELBY COUNTY	36307500600000 Other	0.0004%
	STARK COUNTY	36307600300000 Other	0.1372%
JACKSON TOWNSHIP		36308000500000 Other	0.0001%
JACKSON TOWNSHIP	UNION COUNTY	36308200600000 Other	0.0001%
JACKSON TOWNSHIP	VINTON COUNTY		0.0001%
JACKSON TOWNSHIP	WOOD COUNTY	36308700600000 Other	
JACKSON TOWNSHIP	WYANDOT COUNTY	36308800500000 Other	0.0001%
Jacksonburg village	BUTLER COUNTY	36200900300000 Other	0.0003%
Jacksonville village	ATHENS COUNTY	36200500800000 Other	0.0008%
Jamestown village	GREENE COUNTY	36202900600000 Other	0.0035%
JEFFERSON COUNTY	JEFFERSON COUNTY	36104104100000 County	0.6622%
JEFFERSON TOWNSHIP	ADAMS COUNTY	36300100500000 Other	0.0008%
JEFFERSON TOWNSHIP	BROWN COUNTY	36300800800000 Other	0.0007%
JEFFERSON TOWNSHIP	CLINTON COUNTY	36301400500000 Other	0.0015%
JEFFERSON TOWNSHIP	COSHOCTON COUNTY	36301600800000 Other	0.0001%
JEFFERSON TOWNSHIP	CRAWFORD COUNTY	36301700800000 Other	0.0005%
JEFFERSON TOWNSHIP	FAYETTE COUNTY	36302400400000 Other	0.0006%
JEFFERSON TOWNSHIP	FRANKLIN COUNTY	36302500700000 Other	0.0262%
JEFFERSON TOWNSHIP	GREENE COUNTY	36302900500000 Other	0.0001%
JEFFERSON TOWNSHIP	GUERNSEY COUNTY	36303000500000 Other	0.0001%
JEFFERSON TOWNSHIP	JACKSON COUNTY	36304000600000 Other	0.0001%
JEFFERSON TOWNSHIP	KNOX COUNTY	36304201100000 Other	0.0006%
JEFFERSON TOWNSHIP	LOGAN COUNTY	36304600400000 Other	0.0002%
JEFFERSON TOWNSHIP	MADISON COUNTY	36304900500000 Other	0.0263%
JEFFERSON TOWNSHIP	MONTGOMERY COUNTY	36305700600000 Other	0.0133%
JEFFERSON TOWNSHIP	MUSKINGUM COUNTY	36306001100000 Other	0.0005%
JEFFERSON TOWNSHIP	NOBLE COUNTY	36306100800000 Other	0.0000%
JEFFERSON TOWNSHIP	PREBLE COUNTY	36306800700000 Other	0.0008%
JEFFERSON TOWNSHIP	RICHLAND COUNTY	36307000600000 Other	0.0018%
JEFFERSON TOWNSHIP	ROSS COUNTY	36307100900000 Other	0.0009%
JEFFERSON TOWNSHIP	SCIOTO COUNTY	36307300600000 Other	0.0036%
JEFFERSON TOWNSHIP	TUSCARAWAS COUNTY	36307900800000 Other	0.0008%
JEFFERSON TOWNSHIP	WILLIAMS COUNTY	36308600500000 Other	0.0002%
Jefferson village	ASHTABULA COUNTY	36200400600000 Other	0.0040%
Jeffersonville village	FAYETTE COUNTY	36202400200000 Other	0.0000%
Jenera village	HANCOCK COUNTY	36203200500000 Other	0.0001%
JENNINGS TOWNSHIP	PUTNAM COUNTY	36306900400000 Other	0.0003%
JEROME TOWNSHIP	UNION COUNTY	36308000600000 Other	0.0044%
Jeromesville village	ASHLAND COUNTY	36200300300000 Other	0.0003%
Jerry City village	WOOD COUNTY	36208701000000 Other	0.0003%
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LAWRENCE TOWNSHIP	TUSCARAWAS COUNTY	36307900900000 Other	0.0052%
LAWRENCE TOWNSHIP	WASHINGTON COUNTY	36308401100000 Other	0.0000%
Lebanon city	WARREN COUNTY	36208300500000 Other	0.0874%
LEBANON TOWNSHIP	MEIGS COUNTY	36305300400000 Other	0.0005%
LEE TOWNSHIP	ATHENS COUNTY	36300500800000 Other	0.0006%
LEE TOWNSHIP	CARROLL COUNTY	36301000700000 Other	0.0001%
LEE TOWNSHIP	MONROE COUNTY	36305600800000 Other	0.0001%
LEESBURG TOWNSHIP	UNION COUNTY	36308000700000 Other	0.0002%
Leesburg village	HIGHLAND COUNTY	36203600400000 Other	0.0055%
Leesville village	CARROLL COUNTY	36201000300000 Other	0.0000%
Leetonia village	COLUMBIANA COUNTY	36201500500000 Other	0.0075%
Leipsic village	PUTNAM COUNTY	36206901000000 Other	0.0031%
LEMON TOWNSHIP	BUTLER COUNTY	36300900300000 Other	0.0042%
LENOX TOWNSHIP	ASHTABULA COUNTY	36300401300000 Other	0.0003%
LEROY TOWNSHIP	LAKE COUNTY	36304300300000 Other	0.0054%
LETART TOWNSHIP	MEIGS COUNTY	36305300500000 Other	0.0005%
LEWIS TOWNSHIP	BROWN COUNTY	36300800900000 Other	0.0040%
Lewisburg village	PREBLE COUNTY	36206800600000 Other	0.0132%
Lewisville village	MONROE COUNTY	36205600600000 Other	0.0002%
LEXINGTON TOWNSHIP	STARK COUNTY	36307600600000 Other	0.0014%
Lexington village	RICHLAND COUNTY	36207000300000 Other	0.0093%
Liberty Center village	HENRY COUNTY	36203500500000 Other	0.0003%
LIBERTY TOWNSHIP	ADAMS COUNTY	36300100600000 Other	0.0006%
LIBERTY TOWNSHIP	BUTLER COUNTY	36300900400000 Other	0.1149%
LIBERTY TOWNSHIP	CLINTON COUNTY	36301400600000 Other	0.0016%
LIBERTY TOWNSHIP	CRAWFORD COUNTY	36301700900000 Other	0.0001%
LIBERTY TOWNSHIP	DARKE COUNTY	36301900900000 Other	0.0011%
LIBERTY TOWNSHIP	DELAWARE COUNTY	36302100900000 Other	0.0647%
LIBERTY TOWNSHIP	GUERNSEY COUNTY	36303000700000 Other	0.0002%
LIBERTY TOWNSHIP	HANCOCK COUNTY	36303200900000 Other	0.0014%
LIBERTY TOWNSHIP	HARDIN COUNTY	36303300800000 Other	0.0011%
LIBERTY TOWNSHIP	HENRY COUNTY	36303500600000 Other	0.0007%
LIBERTY TOWNSHIP	HIGHLAND COUNTY	36303600800000 Other	0.0016%
LIBERTY TOWNSHIP	JACKSON COUNTY	36304000700000 Other	0.0019%
LIBERTY TOWNSHIP	KNOX COUNTY	36304201200000 Other	0.0004%
LIBERTY TOWNSHIP	LICKING COUNTY	36304501400000 Other	0.0001%
LIBERTY TOWNSHIP	LOGAN COUNTY	36304600600000 Other	0.0004%
LIBERTY TOWNSHIP	MERCER COUNTY	36305401000000 Other	0.0003%
LIBERTY TOWNSHIP	PUTNAM COUNTY	36306900500000 Other	0.0002%
LIBERTY TOWNSHIP	SENECA COUNTY	36307400800000 Other	0.0003%
LIBERTY TOWNSHIP	TRUMBULL COUNTY	36307801600000 Other	0.0689%
LIBERTY TOWNSHIP	UNION COUNTY	36308000800000 Other	0.0018%
LIBERTY TOWNSHIP	WOOD COUNTY	36308700800000 Other	0.0002%
LICK TOWNSHIP	JACKSON COUNTY	36304000800000 Other	0.0001%
LICKING COUNTY	LICKING COUNTY	36104504500000 County	0.7119%
LICKING TOWNSHIP	LICKING COUNTY	36304501500000 Other	0.0032%
LICKING TOWNSHIP	MUSKINGUM COUNTY	36306001200000 Other	0.0013%
Lima city	ALLEN COUNTY	36200200800000 Other	0.1727%
Limaville village	STARK COUNTY	36207601000000 Other	0.0004%
Lincoln Heights village	HAMILTON COUNTY	36203101700000 Other	0.0083%
LINCOLN TOWNSHIP	MORROW COUNTY	36305900900000 Other	0.0002%
Lindsey village	SANDUSKY COUNTY	36207200600000 Other	0.0007%

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MADISON TOWNSHIP	HIGHLAND COUNTY	36303600900000 Other	0.0000%
MADISON TOWNSHIP	LAKE COUNTY	36304300400000 Other	0.0186%
MADISON TOWNSHIP	LICKING COUNTY	36304501800000 Other	0.0016%
MADISON TOWNSHIP	MUSKINGUM COUNTY	36306001300000 Other	0.0000%
MADISON TOWNSHIP	PICKAWAY COUNTY	36306500600000 Other	0.0006%
MADISON TOWNSHIP	RICHLAND COUNTY	36307000700000 Other	0.0162%
MADISON TOWNSHIP	SANDUSKY COUNTY	36307200400000 Other	0.0010%
MADISON TOWNSHIP	SCIOTO COUNTY	36307300700000 Other	0.0090%
MADISON TOWNSHIP	WILLIAMS COUNTY	36308600600000 Other	0.0002%
Madison village	LAKE COUNTY	36204300600000 Other	0.0070%
Magnetic Springs village	UNION COUNTY	36208000100000 Other	0.0003%
Magnolia village	MULTIPLE COUNTIES	36207601200000 Other	0.0039%
MAHONING COUNTY	MAHONING COUNTY	36105005000000 County	1.6000%
Maineville village	WARREN COUNTY	36208300600000 Other	0.0020%
MALAGA TOWNSHIP	MONROE COUNTY	36305600900000 Other	0.0001%
Malinta village	HENRY COUNTY	36203500700000 Other	0.0001%
Malta village	MORGAN COUNTY	36205800300000 Other	0.0001%
Malvern village	CARROLL COUNTY	36201000400000 Other	0.0006%
MANCHESTER TOWNSHIP	ADAMS COUNTY	36300100700000 Other	0.0014%
Manchester village	ADAMS COUNTY	36200100200000 Other	0.0026%
Mansfield city	RICHLAND COUNTY	36207000500000 Other	0.2140%
MANTUA TOWNSHIP	PORTAGE COUNTY	36306701000000 Other	0.0001%
Mantua village	PORTAGE COUNTY	36206700600000 Other	0.0016%
Maple Heights city	CUYAHOGA COUNTY	36201802900000 Other	0.0395%
Marble Cliff village	FRANKLIN COUNTY	36202501400000 Other	0.0005%
Marblehead village	OTTAWA COUNTY	36206200400000 Other	0.0019%
Marengo village	MORROW COUNTY	36205900500000 Other	0.0003%
MARGARETTA TOWNSHIP	ERIE COUNTY	36302200500000 Other	0.0078%
Mariemont village	HAMILTON COUNTY	36203102000000 Other	0.0154%
Marietta city	WASHINGTON COUNTY	36208400600000 Other	0.0853%
MARIETTA TOWNSHIP	WASHINGTON COUNTY	36308401400000 Other	0.0002%
Marion city	MARION COUNTY	36205100400000 Other	0.2497%
MARION COUNTY	MARION COUNTY	36105105100000 County	0.3374%
MARION TOWNSHIP	ALLEN COUNTY	36300200600000 Other	0.0002%
MARION TOWNSHIP	CLINTON COUNTY	36301400700000 Other	0.0021%
MARION TOWNSHIP	FAYETTE COUNTY	36302400600000 Other	0.0008%
MARION TOWNSHIP	HARDIN COUNTY	36303301100000 Other	0.0006%
MARION TOWNSHIP	HENRY COUNTY	36303500700000 Other	0.0001%
MARION TOWNSHIP	HOCKING COUNTY	36303700600000 Other	0.0002%
MARION TOWNSHIP	MARION COUNTY	36305100700000 Other	0.0526%
MARION TOWNSHIP	MERCER COUNTY	36305401100000 Other	0.0015%
MARION TOWNSHIP	PIKE COUNTY	36306600500000 Other	0.0002%
MARK TOWNSHIP	DEFIANCE COUNTY	36302000700000 Other	0.0001%
MARLBORO TOWNSHIP	DELAWARE COUNTY	36302101000000 Other	0.0002%
MARLBORO TOWNSHIP	STARK COUNTY	36307600700000 Other	0.0048%
MARSEILLES TOWNSHIP	WYANDOT COUNTY	36308800600000 Other	0.0000%
Marseilles village	WYANDOT COUNTY	36208800400000 Other	0.0000%
MARSHALL TOWNSHIP	HIGHLAND COUNTY	36303601000000 Other	0.0006%
Marshallville village	WAYNE COUNTY	36208500800000 Other	0.0005%
Martins Ferry city	BELMONT COUNTY	36200700900000 Other	0.0347%
Martinsburg village	KNOX COUNTY	36204200600000 Other	0.0000%
Martinsville village	CLINTON COUNTY	36201400300000 Other	0.0006%
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Midvale village	TUSCARAWAS COUNTY	36207900700000 Other	0.0005%
Midway village	MADISON COUNTY	36204900200000 Other	0.0007%
MIFFLIN TOWNSHIP	ASHLAND COUNTY	36300300600000 Other	0.0003%
MIFFLIN TOWNSHIP	FRANKLIN COUNTY	36302501000000 Other	0.0916%
MIFFLIN TOWNSHIP	PIKE COUNTY	36306600600000 Other	0.0001%
MIFFLIN TOWNSHIP	RICHLAND COUNTY	36307000800000 Other	0.0081%
MIFFLIN TOWNSHIP	WYANDOT COUNTY	36308800700000 Other	0.0001%
Mifflin village	ASHLAND COUNTY	36200300500000 Other	0.0002%
MILAN TOWNSHIP	ERIE COUNTY	36302200600000 Other	0.0020%
Milan village	MULTIPLE COUNTIES	36202200600000 Other	0.0041%
Milford Center village	UNION COUNTY	36208000300000 Other	0.0001%
Milford city	MULTIPLE COUNTIES	36201300600000 Other	0.0752%
MILFORD TOWNSHIP	BUTLER COUNTY	36300900600000 Other	0.0016%
MILFORD TOWNSHIP	DEFIANCE COUNTY	36302000800000 Other	0.0003%
MILL CREEK TOWNSHIP	COSHOCTON COUNTY	36301601200000 Other	0.0000%
MILL CREEK TOWNSHIP	WILLIAMS COUNTY	36308600700000 Other	0.0001%
MILL TOWNSHIP	TUSCARAWAS COUNTY	36307901000000 Other	0.0122%
Millbury village	WOOD COUNTY	36208701200000 Other	0.0010%
MILLCREEK TOWNSHIP	UNION COUNTY	36308000900000 Other	0.0000%
Milledgeville village	FAYETTE COUNTY	36202400300000 Other	0.0000%
Miller City village	PUTNAM COUNTY	36206901100000 Other	0.0000%
MILLER TOWNSHIP	KNOX COUNTY	36304201500000 Other	0.0009%
Millersburg village	HOLMES COUNTY	36203800400000 Other	0.0018%
Millersport village	FAIRFIELD COUNTY	36202300700000 Other	0.0059%
Millville village	BUTLER COUNTY	36200900500000 Other	0.0076%
MILLWOOD TOWNSHIP	GUERNSEY COUNTY	36303001000000 Other	0.0001%
Milton Center village	WOOD COUNTY	36208701300000 Other	0.0000%
MILTON TOWNSHIP	ASHLAND COUNTY	36300300700000 Other	0.0000%
MILTON TOWNSHIP	MAHONING COUNTY	36305001100000 Other	0.0049%
Miltonsburg village	MONROE COUNTY	36205600700000 Other	0.0000%
Mineral City village	TUSCARAWAS COUNTY	36207900800000 Other	0.0027%
Minerva Park village	FRANKLIN COUNTY	36202501500000 Other	0.0031%
Minerva village	MULTIPLE COUNTIES	36207601500000 Other	0.0118%
Mingo Junction village	JEFFERSON COUNTY	36204100900000 Other	0.0075%
Minster village	AUGLAIZE COUNTY	36200600300000 Other	0.0056%
MISSISSINAWA TOWNSHIP	DARKE COUNTY	36301901000000 Other	0.0003%
Mogadore village	MULTIPLE COUNTIES	36207700800000 Other	0.0108%
MONCLOVA TOWNSHIP	LUCAS COUNTY	36304800400000 Other	0.0108%
MONDAY CREEK TOWNSHIP	PERRY COUNTY	36306400800000 Other	0.0000%
Monroe city	MULTIPLE COUNTIES	36200900600000 Other	0.1198%
MONROE COUNTY	MONROE COUNTY	36105605600000 County	0.0768%
MONROE TOWNSHIP	ADAMS COUNTY	36300100900000 Other	0.0017%
MONROE TOWNSHIP	ALLEN COUNTY	36300200700000 Other	0.0003%
MONROE TOWNSHIP	CARROLL COUNTY	36301000900000 Other	0.0010%
MONROE TOWNSHIP	CLERMONT COUNTY	36301300600000 Other	0.0035%
MONROE TOWNSHIP	DARKE COUNTY	36301901100000 Other	0.0006%
MONROE TOWNSHIP	GUERNSEY COUNTY	36303001100000 Other	0.0002%
MONROE TOWNSHIP	HARRISON COUNTY	36303400800000 Other	0.0004%
MONROE TOWNSHIP	KNOX COUNTY	36304201600000 Other	0.0022%
MONROE TOWNSHIP	LICKING COUNTY	36304502000000 Other	0.0161%
MONROE TOWNSHIP	LOGAN COUNTY	36304600900000 Other	0.0002%
MONROE TOWNSHIP	MUSKINGUM COUNTY	36306001500000 Other	0.0002%
MOMO TOWNSHIP	MODIMINOUNI COOKET	SUSCIONATE OF COMME	0.000170

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Navarre village	STARK COUNTY	36207601600000 Other	0.0045%
Nellie village	COSHOCTON COUNTY	36201600300000 Other	0.0001%
Nelsonville city	ATHENS COUNTY	36200500900000 Other	0.0154%
Nevada village	WYANDOT COUNTY	36208800500000 Other	0.0001%
Neville village	CLERMONT COUNTY	36201300800000 Other	0.0000%
New Albany city	MULTIPLE COUNTIES	36202501600000 Other	0.0356%
New Alexandria village	JEFFERSON COUNTY	36204101100000 Other	0.0002%
New Athens village	HARRISON COUNTY	36203400800000 Other	0.0001%
New Bavaria village	HENRY COUNTY	36203500900000 Other	0.0002%
New Bloomington village	MARION COUNTY	36205100600000 Other	0.0006%
New Boston village	SCIOTO COUNTY	36207300100000 Other	0.0218%
New Bremen village	AUGLAIZE COUNTY	36200600400000 Other	0.0077%
New Carlisle city	CLARK COUNTY	36201200500000 Other	0.0121%
New Concord village	MUSKINGUM COUNTY	36206000400000 Other	0.0073%
New Franklin city	SUMMIT COUNTY	36207730000000 Other	0.0294%
NEW HAVEN TOWNSHIP	HURON COUNTY	36303900900000 Other	0.0016%
New Holland village	FAYETTE COUNTY,	36206500500000 Other	0.0002%
NEW JASPER TOWNSHIP	GREENE COUNTY	36302900700000 Other	0.0016%
New Knoxville village	AUGLAIZE COUNTY	36200600500000 Other	0.0012%
New Lebanon village	MONTGOMERY COUNTY	36205701000000 Other	0.0058%
New Lexington village	PERRY COUNTY	36206400600000 Other	0.0130%
NEW LONDON TOWNSHIP	HURON COUNTY	36303901000000 Other	0.0003%
New London village	HURON COUNTY	36203900400000 Other	0.0030%
New Madison village	DARKE COUNTY	36201900900000 Other	0.0017%
NEW MARKET TOWNSHIP	HIGHLAND COUNTY	36303601100000 Other	0.0002%
New Miami village	BUTLER COUNTY	36200900700000 Other	0.0024%
New Middletown village	MAHONING COUNTY	36205000600000 Other	0.0008%
New Paris village	PREBLE COUNTY	36206800700000 Other	0.0016%
New Philadelphia city	TUSCARAWAS COUNTY	36207901000000 Other	0.0775%
New Richmond village	CLERMONT COUNTY	36201300900000 Other	0.0331%
New Riegel village	SENECA COUNTY	36207400600000 Other	0.0002%
NEW RUSSIA TOWNSHIP	LORAIN COUNTY	36304701800000 Other	0.0008%
New Straitsville village	PERRY COUNTY	36206400700000 Other	0.0021%
New Vienna village	CLINTON COUNTY	36201400500000 Other	0.0009%
New Washington village	CRAWFORD COUNTY	36201700500000 Other	0.0012%
New Waterford village	COLUMBIANA COUNTY	36201500700000 Other	0.0049%
New Weston village	DARKE COUNTY	36201901000000 Other	0.0001%
Newark city	LICKING COUNTY	36204501000000 Other	0.1778%
NEWARK TOWNSHIP	LICKING COUNTY	36304502100000 Other	0.0018%
NEWBERRY TOWNSHIP	MIAMI COUNTY	36305500700000 Other	0.0020%
Newburgh Heights village	CUYAHOGA COUNTY	36201803400000 Other	0.0043%
NEWBURY TOWNSHIP	GEAUGA COUNTY	36302801200000 Other	0.0028%
Newcomerstown village	TUSCARAWAS COUNTY	36207900900000 Other	0.0077%
Newton Falls village	TRUMBULL COUNTY	36207800500000 Other	0.0365%
NEWTON TOWNSHIP	LICKING COUNTY	36304502200000 Other	0.0011%
NEWTON TOWNSHIP	MUSKINGUM COUNTY	36306001700000 Other	0.0021%
NEWTON TOWNSHIP	PIKE COUNTY	36306600700000 Other	0.0020%
NEWTON TOWNSHIP	TRUMBULL COUNTY	3630780200000 Other	0.0002%
Newtonsville village	CLERMONT COUNTY	36201301000000 Other	0.0027%
Newtown village	HAMILTON COUNTY	36203102300000 Other	0.0057%
Ney village	DEFIANCE COUNTY	36202000300000 Other	0.0037%
NILE TOWNSHIP	SCIOTO COUNTY	36307300900000 Other	0.0052%
THE TOWNSHIP	331010 000N11	5550,500550000 Office	J.00J2/0

Motley Rice LLC

ORANGE TOWNSHIP	ASHLAND COUNTY	36300301000000 Other	0.0005%
ORANGE TOWNSHIP	CARROLL COUNTY	36301001000000 Other	0.0004%
ORANGE TOWNSHIP	DELAWARE COUNTY	36302101100000 Other	0.0532%
ORANGE TOWNSHIP	MEIGS COUNTY	36305300700000 Other	0.0003%
ORANGE TOWNSHIP	SHELBY COUNTY	36307500900000 Other	0.0012%
Orange village	CUYAHOGA COUNTY	36201804000000 Other	0.0100%
Orangeville village	TRUMBULL COUNTY	36207800700000 Other	0.0005%
Oregon city	LUCAS COUNTY	36204850100000 Other	0.0937%
Orrville city	WAYNE COUNTY	36208501000000 Other	0.0090%
ORWELL TOWNSHIP	ASHTABULA COUNTY	36300401700000 Other	0.0005%
Orwell village	ASHTABULA COUNTY	36200400900000 Other	0.0055%
Osgood village	DARKE COUNTY	36201901200000 Other	0.0001%
OSNABURG TOWNSHIP	STARK COUNTY	36307600900000 Other	0.0018%
Ostrander village	DELAWARE COUNTY	36202100400000 Other	0.0001%
OTTAWA COUNTY	OTTAWA COUNTY	36106206200000 County	0.2393%
Ottawa Hills village	LUCAS COUNTY	36204800500000 Other	0.0134%
Ottawa village	PUTNAM COUNTY	36206901200000 Other	0.0047%
Ottoville village	PUTNAM COUNTY	36206901300000 Other	0.0011%
Otway village	SCIOTO COUNTY	36207300200000 Other	0.0001%
Owensville village	CLERMONT COUNTY	36201301100000 Other	0.0009%
Oxford city	BUTLER COUNTY	36200900800000 Other	0.0795%
OXFORD TOWNSHIP	BUTLER COUNTY	36300900800000 Other	0.1102%
OXFORD TOWNSHIP	COSHOCTON COUNTY	36301601500000 Other	0.0002%
OXFORD TOWNSHIP	GUERNSEY COUNTY	36303001200000 Other	0.0001%
OXFORD TOWNSHIP	TUSCARAWAS COUNTY	36307901100000 Other	0.0001%
Painesville city	LAKE COUNTY	36204301000000 Other	0.0829%
PAINESVILLE TOWNSHIP	LAKE COUNTY	36304300600000 Other	0.0334%
PAINT TOWNSHIP	FAYETTE COUNTY	36302400700000 Other	0.0000%
PAINT TOWNSHIP	HIGHLAND COUNTY	36303601200000 Other	0.0003%
PAINT TOWNSHIP	HOLMES COUNTY	36303800800000 Other	0.0004%
PAINT TOWNSHIP	MADISON COUNTY	36304900800000 Other	0.0000%
PAINT TOWNSHIP	ROSS COUNTY	36307101100000 Other	0.0004%
PAINT TOWNSHIP,	WAYNE COUNTY	36308501100000 Other	0.0002%
Palestine village	DARKE COUNTY	36201901300000 Other	0.0005%
PALMER TOWNSHIP	WASHINGTON COUNTY	36308401700000 Other	0.0001%
PALMYRA TOWNSHIP	PORTAGE COUNTY	36306701200000 Other	0.0008%
Pandora village	PUTNAM COUNTY	36206901400000 Other	0.0009%
PARIS TOWNSHIP	PORTAGE COUNTY	36306701300000 Other	0.0002%
PARIS TOWNSHIP	STARK COUNTY	36307601000000 Other	0.0010%
PARKMAN TOWNSHIP	GEAUGA COUNTY	36302801300000 Other	0.0009%
Parma city	CUYAHOGA COUNTY	36201804200000 Other	0.1543%
Parma Heights city	CUYAHOGA COUNTY	36201804300000 Other	0.0326%
Parral village	TUSCARAWAS COUNTY	36207901100000 Other	0.0000%
Pataskala city	LICKING COUNTY	36204501100000 Other	0.0174%
Patterson village	HARDIN COUNTY	36203300800000 Other	0.0001%
PAULDING COUNTY	PAULDING COUNTY	36106306300000 County	0.0840%
PAULDING TOWNSHIP	PAULDING COUNTY	36306301100000 Other	0.0002%
Paulding village	PAULDING COUNTY	36206300900000 Other	0.0017%
PAXTON TOWNSHIP	ROSS COUNTY	36307101200000 Other	0.0010%
Payne village	PAULDING COUNTY	36206301000000 Other	0.0006%
PEASE TOWNSHIP	BELMONT COUNTY	36300700600000 Other	0.0005%
PEBBLE TOWNSHIP	PIKE COUNTY	36306600800000 Other	0.0003%
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PLAIN TOWNSHIP	WOOD COUNTY	36308701400000 Other	0.0003%
Plainfield village	COSHOCTON COUNTY	36201600400000 Other	0.0000%
Pleasant City village	GUERNSEY COUNTY	36203000700000 Other	0.0009%
Pleasant Hill village	MIAMI COUNTY	36205500800000 Other	0.0003%
Pleasant Plain village	WARREN COUNTY	36208300900000 Other	0.0000%
PLEASANT TOWNSHIP	BROWN COUNTY	36300801200000 Other	0.0012%
PLEASANT TOWNSHIP	CLARK COUNTY	36301200900000 Other	0.0032%
PLEASANT TOWNSHIP	FAIRFIELD COUNTY	36302300900000 Other	0.0069%
PLEASANT TOWNSHIP	FRANKLIN COUNTY	36302501400000 Other	0.0138%
PLEASANT TOWNSHIP	HANCOCK COUNTY	36303201300000 Other	0.0003%
PLEASANT TOWNSHIP	HENRY COUNTY	36303501000000 Other	0.0002%
PLEASANT TOWNSHIP	KNOX COUNTY	36304202000000 Other	0.0046%
PLEASANT TOWNSHIP	MARION COUNTY	36305100900000 Other	0.0096%
PLEASANT TOWNSHIP	PERRY COUNTY	36306401100000 Other	0.0002%
PLEASANT TOWNSHIP	SENECA COUNTY	36307401000000 Other	0.0003%
PLEASANT TOWNSHIP	VAN WERT COUNTY	36308100600000 Other	0.0003%
Pleasantville village	FAIRFIELD COUNTY	36202300800000 Other	0.0001%
PLYMOUTH TOWNSHIP	ASHTABULA COUNTY	36300401900000 Other	0.0017%
Plymouth village	MULTIPLE COUNTIES	36207000600000 Other	0.0065%
POLAND TOWNSHIP	MAHONING COUNTY	36305001200000 Other	0.0148%
Poland village	MAHONING COUNTY	36205000700000 Other	0.0062%
POLK TOWNSHIP	CRAWFORD COUNTY	36301701100000 Other	0.0011%
Polk village	ASHLAND COUNTY	36200300700000 Other	0.0000%
Pomeroy village	MEIGS COUNTY	36205300200000 Other	0.0094%
Port Clinton city	OTTAWA COUNTY	36206200600000 Other	0.0145%
Port Jefferson village	SHELBY COUNTY	36207500700000 Other	0.0003%
Port Washington village	TUSCARAWAS COUNTY	36207901200000 Other	0.0003%
Port William village	CLINTON COUNTY	36201400600000 Other	0.0011%
PORTAGE COUNTY	PORTAGE COUNTY	36106706700000 County	0.9187%
PORTAGE TOWNSHIP	HANCOCK COUNTY	36303201400000 Other	0.0002%
PORTAGE TOWNSHIP	OTTAWA COUNTY	36306201000000 Other	0.0000%
PORTAGE TOWNSHIP	WOOD COUNTY	36308701500000 Other	0.0001%
Portage village	WOOD COUNTY	36208701700000 Other	0.0016%
PORTER TOWNSHIP	DELAWARE COUNTY	36302101300000 Other	0.0037%
PORTER TOWNSHIP	SCIOTO COUNTY	36307301000000 Other	0.0395%
Portsmouth city	SCIOTO COUNTY	36207300300000 Other	0.2234%
Potsdam village	MIAMI COUNTY	36205500900000 Other	0.0000%
Powell city	DELAWARE COUNTY	36202100500000 Other	0.0184%
Powhatan Point village	BELMONT COUNTY	36200701100000 Other	0.0017%
PRAIRIE TOWNSHIP	FRANKLIN COUNTY	36302501500000 Other	0.0345%
PRAIRIE TOWNSHIP	HOLMES COUNTY	36303800900000 Other	0.0004%
PREBLE COUNTY	PREBLE COUNTY	36106806800000 County	0.3067%
Proctorville village	LAWRENCE COUNTY	36204400600000 Other	0.0018%
Prospect village	MARION COUNTY	36205100700000 Other	0.0011%
PROVIDENCE TOWNSHIP	LUCAS COUNTY	36304800600000 Other	0.0026%
PULASKI TOWNSHIP	WILLIAMS COUNTY	36308600900000 Other	0.0003%
PULTNEY TOWNSHIP	BELMONT COUNTY	36300700700000 Other	0.0019%
PUSHETA TOWNSHIP	AUGLAIZE COUNTY	36300600900000 Other	0.0003%
PUT IN BAY TOWNSHIP	OTTAWA COUNTY	36306201100000 Other	0.0035%
Put-in-Bay village	OTTAWA COUNTY	36206200700000 Other	0.0040%
PUTNAM COUNTY	PUTNAM COUNTY	36106906900000 County	0.1373%
Quaker City village	GUERNSEY COUNTY	36203000800000 Other	0.0004%

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Rochester village	LORAIN COUNTY	36204700900000 Ot	
Rock Creek village	ASHTABULA COUNTY	36200401000000 Ot	
Rockford village	MERCER COUNTY	36205400800000 Ot	
Rocky Ridge village	OTTAWA COUNTY	36206200800000 Ot	
Rocky River city	CUYAHOGA COUNTY	36201804600000 Ot	
Rogers village	COLUMBIANA COUNTY	36201500800000 Ot	
ROME TOWNSHIP	ASHTABULA COUNTY	36300402100000 Ot	
ROME TOWNSHIP	ATHENS COUNTY	36300501000000 Ot	
ROME TOWNSHIP	LAWRENCE COUNTY	36304400900000 Ot	
Rome village	ADAMS COUNTY	36200100400000 Ot	
ROOTSTOWN TOWNSHIP	PORTAGE COUNTY	36306701600000 Ot	
ROSE TOWNSHIP	CARROLL COUNTY	36301001200000 Ot	
Roseville village	MULTIPLE COUNTIES	36206000700000 Ot	
ROSS COUNTY	ROSS COUNTY	36107107100000 Co	ounty 1.0110%
ROSS TOWNSHIP	BUTLER COUNTY	36300901000000 Ot	ther 0.0262%
ROSS TOWNSHIP	GREENE COUNTY	36302900800000 Ot	ther 0.0003%
ROSS TOWNSHIP	JEFFERSON COUNTY	36304100600000 Ot	ther 0.0005%
Rossburg village	DARKE COUNTY	36201901500000 Ot	ther 0.0001%
Rossford city	WOOD COUNTY	36208701900000 Ot	ther 0.0127%
Roswell village	TUSCARAWAS COUNTY	36207901300000 Ot	ther 0.0003%
ROUNDHEAD TOWNSHIP	HARDIN COUNTY	36303301300000 Ot	ther 0.0002%
ROYALTON TOWNSHIP	FULTON COUNTY	36302601000000 Ot	ther 0.0010%
RUMLEY TOWNSHIP	HARRISON COUNTY	36303401200000 Ot	ther 0.0006%
RUSH CREEK TOWNSHIP	FAIRFIELD COUNTY	36302301100000 Ot	ther 0.0027%
RUSH TOWNSHIP	SCIOTO COUNTY	36307301200000 Ot	ther 0.0047%
RUSH TOWNSHIP	TUSCARAWAS COUNTY	36307901300000 Ot	ther 0.0001%
RUSHCREEK TOWNSHIP	LOGAN COUNTY	36304601300000 Ot	ther 0.0004%
Rushsylvania village	LOGAN COUNTY	36204600700000 Ot	ther 0.0000%
Rushville village	FAIRFIELD COUNTY	36202301000000 Ot	ther 0.0000%
RUSSELL TOWNSHIP	GEAUGA COUNTY	36302801400000 Ot	ther 0.0186%
Russells Point village	LOGAN COUNTY	36204600800000 Ot	ther 0.0023%
Russellville village	BROWN COUNTY	36200800800000 Ot	ther 0.0058%
Russia village	SHELBY COUNTY	36207580100000 Ot	ther 0.0003%
Rutland village	MEIGS COUNTY	36205300400000 Ot	ther 0.0005%
Sabina village	CLINTON COUNTY	36201400700000 Ot	ther 0.0073%
SAGAMORE HILLS TOWNSHIP	SUMMIT COUNTY	36307701300000 Ot	ther 0.0226%
Salem city	MULTIPLE COUNTIES	36201500900000 Ot	
SALEM TOWNSHIP	AUGLAIZE COUNTY	36300601100000 Ot	
SALEM TOWNSHIP	CHAMPAIGN COUNTY	36301100900000 Ot	
SALEM TOWNSHIP	COLUMBIANA COUNTY	36301501300000 Ot	
SALEM TOWNSHIP	MUSKINGUM COUNTY	36306002000000 Ot	
SALEM TOWNSHIP	OTTAWA COUNTY	36306201200000 Ot	
SALEM TOWNSHIP	SHELBY COUNTY	36307501100000 Ot	
SALEM TOWNSHIP	TUSCARAWAS COUNTY	36307901400000 Ot	
SALEM TOWNSHIP	WARREN COUNTY	36308300700000 Ot	
SALEM TOWNSHIP	WASHINGTON COUNTY	36308401800000 Ot	
Salesville village	GUERNSEY COUNTY	36203000900000 Ot	
Salineville village	COLUMBIANA COUNTY	36201501000000 Ot	
SALISBURY TOWNSHIP	MEIGS COUNTY	36305301000000 Ot	
SALT CREEK TOWNSHIP	HOCKING COUNTY	36303700800000 Ot	
SALT CREEK TOWNSHIP	HOLMES COUNTY	36303700800000 Ot	
	WAYNE COUNTY	36308501300000 Ot	
SALT CREEK TOWNSHIP	VVAINE COONTY	20200201200000 01	0.0001/6

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Shiloh village	RICHLAND COUNTY	36207000800000 Other	0.0002%
Shreve village	WAYNE COUNTY	36208501200000 Other	0.0012%
Sidney city	SHELBY COUNTY	36207500800000 Other	0.0768%
Silver Lake village	SUMMIT COUNTY	36207701300000 Other	0.0087%
Silverton village	HAMILTON COUNTY	36203103000000 Other	0.0117%
Sinking Spring village	HIGHLAND COUNTY	36203600700000 Other	0.0019%
SMITH TOWNSHIP	BELMONT COUNTY	36300700900000 Other	0.0012%
SMITH TOWNSHIP	MAHONING COUNTY	36305001300000 Other	0.0056%
SMITHFIELD TOWNSHIP	JEFFERSON COUNTY	36304100900000 Other	0.0003%
Smithfield village	JEFFERSON COUNTY	36204101400000 Other	0.0022%
Smithville village	WAYNE COUNTY	36208501300000 Other	0.0012%
Solon city	CUYAHOGA COUNTY	36201804900000 Other	0.0576%
SOMERFORD TOWNSHIP	MADISON COUNTY	36304901200000 Other	0.0019%
SOMERS TOWNSHIP	PREBLE COUNTY	36306801000000 Other	0.0009%
Somerset village	PERRY COUNTY	36206401000000 Other	0.0013%
Somerville village	BUTLER COUNTY	36200901000000 Other	0.0002%
South Amherst village	LORAIN COUNTY	36204701200000 Other	0.0020%
SOUTH BLOOMFIELD TOWNSHIP	MORROW COUNTY	36305901300000 Other	0.0005%
South Bloomfield village	PICKAWAY COUNTY	36206500600000 Other	0.0013%
South Charleston village	CLARK COUNTY	36201200700000 Other	0.0027%
South Euclid city	CUYAHOGA COUNTY	36201805000000 Other	0.0416%
South Lebanon village	WARREN COUNTY	36208301000000 Other	0.0059%
South Point village	LAWRENCE COUNTY	36204400700000 Other	0.0061%
South Russell village	GEAUGA COUNTY	36202800500000 Other	0.0067%
South Salem village	ROSS COUNTY	36207100700000 Other	0.0006%
South Solon village	MADISON COUNTY	36204900500000 Other	0.0007%
South Vienna village	CLARK COUNTY	36201201000000 Other	0.0009%
South Webster village	SCIOTO COUNTY	36207300500000 Other	0.0025%
South Zanesville village	MUSKINGUM COUNTY	36206000800000 Other	0.0016%
SOUTHINGTON TOWNSHIP	TRUMBULL COUNTY	36307802100000 Other	0.0014%
Sparta village	MORROW COUNTY	36205900700000 Other	0.0001%
SPENCER TOWNSHIP	ALLEN COUNTY	36300201100000 Other	0.0002%
SPENCER TOWNSHIP	GUERNSEY COUNTY	36303001400000 Other	0.0002%
SPENCER TOWNSHIP	LUCAS COUNTY	36304800800000 Other	0.0025%
SPENCER TOWNSHIP	MEDINA COUNTY	36305201400000 Other	0.0001%
Spencer village	MEDINA COUNTY	36205200800000 Other	0.0016%
Spencerville village	ALLEN COUNTY	36200200900000 Other	0.0025%
SPRIGG TOWNSHIP	ADAMS COUNTY	36300101200000 Other	0.0001%
SPRING VALLEY TOWNSHIP	GREENE COUNTY	36302901000000 Other	0.0071%
Spring Valley village	GREENE COUNTY	36202900700000 Other	0.0001%
Springboro city	MULTIPLE COUNTIES	36208301100000 Other	0.0300%
Springdale city	HAMILTON COUNTY	36203150200000 Other	0.0692%
Springfield city	CLARK COUNTY	36201200800000 Other	0.4736%
SPRINGFIELD TOWNSHIP	CLARK COUNTY	36301201000000 Other	0.0105%
SPRINGFIELD TOWNSHIP	GALLIA COUNTY	36302701400000 Other	0.0010%
SPRINGFIELD TOWNSHIP	HAMILTON COUNTY	36303100900000 Other	0.1054%
SPRINGFIELD TOWNSHIP	JEFFERSON COUNTY	36304101000000 Other	0.0002%
SPRINGFIELD TOWNSHIP	LUCAS COUNTY	36304800900000 Other	0.0433%
SPRINGFIELD TOWNSHIP	MAHONING COUNTY	36305001400000 Other	0.0040%
SPRINGFIELD TOWNSHIP	RICHLAND COUNTY	36307001400000 Other	0.0177%
SPRINGFIELD TOWNSHIP	ROSS COUNTY	36307101400000 Other	0.0053%
SPRINGFIELD TOWNSHIP	SUMMIT COUNTY	36307701400000 Other	0.0470%
SUMMODILED TOWNSHIP	JOIMINIT COOKIT	20007702100000 Other	0.0-17070

SYCAMORE TOWNSHIP	WYANDOT COUNTY	36308801200000 Other	0.0003%
Sycamore village	WYANDOT COUNTY	36208800600000 Other	0.0012%
Sylvania city	LUCAS COUNTY	36204800600000 Other	0.0527%
SYLVANIA TOWNSHIP	LUCAS COUNTY	36304801100000 Other	0.1248%
SYMMES TOWNSHIP	HAMILTON COUNTY	36303101100000 Other	0.0305%
SYMMES TOWNSHIP	LAWRENCE COUNTY	36304401000000 Other	0.0001%
Syracuse village	MEIGS COUNTY	36205300500000 Other	0.0005%
Tallmadge city	MULTIPLE COUNTIES	36207701400000 Other	0.0581%
Tariton village	FAIRFIELD COUNTY	36206500700000 Other	0.0002%
TATE TOWNSHIP	CLERMONT COUNTY	36301301000000 Other	0.0267%
TAYLOR CREEK TOWNSHIP	HARDIN COUNTY	36303301400000 Other	0.0001%
Terrace Park village	HAMILTON COUNTY	36203103100000 Other	0.0057%
TEXAS TOWNSHIP	CRAWFORD COUNTY	36301701300000 Other	0.0003%
The Village of Indian Hill city	HAMILTON COUNTY	36203101600000 Other	0.0264%
THOMPSON TOWNSHIP	DELAWARE COUNTY	36302101600000 Other	0.0002%
THOMPSON TOWNSHIP	GEAUGA COUNTY	36302801500000 Other	0.0022%
THORN TOWNSHIP	PERRY COUNTY	36306401400000 Other	0.0007%
Thornville village	PERRY COUNTY	36206401100000 Other	0.0006%
Thurston village	FAIRFIELD COUNTY	36202301200000 Other	0.0014%
Tiffin city	SENECA COUNTY	36207400800000 Other	0.0704%
TIFFIN TOWNSHIP	DEFIANCE COUNTY	36302001100000 Other	0.0005%
Tiltonsville village	JEFFERSON COUNTY	36204101700000 Other	0.0017%
Timberlake village	LAKE COUNTY	36204301200000 Other	0.0023%
Tipp City city	MIAMI COUNTY	36205501000000 Other	0.0376%
Tiro village	CRAWFORD COUNTY	36201700700000 Other	0.0000%
Toledo city	LUCAS COUNTY	36204800700000 Other	1.0198%
Tontogany village	WOOD COUNTY	36208702000000 Other	0.0002%
Toronto city	JEFFERSON COUNTY	36204101800000 Other	0.0279%
TOWNSEND TOWNSHIP	HURON COUNTY	36303901800000 Other	0.0006%
TOWNSEND TOWNSHIP	SANDUSKY COUNTY	36307200900000 Other	0.0000%
Tremont City village	CLARK COUNTY	36201200900000 Other	0.0006%
Trenton city	BUTLER COUNTY	36200901100000 Other	0.0416%
TRENTON TOWNSHIP	DELAWARE COUNTY	36302101700000 Other	0.0001%
TRIMBLE TOWNSHIP	ATHENS COUNTY	36300501100000 Other	0.0023%
Trimble village	ATHENS COUNTY	36200501000000 Other	0.0004%
Trotwood city	MONTGOMERY COUNTY	36205701400000 Other	0.0812%
Troy city	MIAMI COUNTY	36205501100000 Other	0.0900%
TROY TOWNSHIP	ASHLAND COUNTY	36300301400000 Other	0.0002%
TROY TOWNSHIP	ATHENS COUNTY	36300501200000 Other	0.0009%
TROY TOWNSHIP	GEAUGA COUNTY	36302801600000 Other	0.0026%
TROY TOWNSHIP	RICHLAND COUNTY	36307001500000 Other	0.0035%
TROY TOWNSHIP	WOOD COUNTY	36308701700000 Other	0.0028%
TRUMBULL COUNTY	TRUMBULL COUNTY	36107807800000 County	2.0204%
TRUMBULL TOWNSHIP	ASHTABULA COUNTY	36300402400000 Other	0.0006%
TRURO TOWNSHIP	FRANKLIN COUNTY	36302501700000 Other	0.0493%
TULLY TOWNSHIP	VAN WERT COUNTY	36308100800000 Other	0.0008%
TURTLE CREEK TOWNSHIP	SHELBY COUNTY	36307501200000 Other	0.0003%
TURTLECREEK TOWNSHIP	WARREN COUNTY	36308300800000 Other	0.0071%
TUSCARAWAS COUNTY	TUSCARAWAS COUNTY	36107907900000 County	0.3722%
TUSCARAWAS TOWNSHIP	STARK COUNTY	36307601600000 Other	0.0021%
Tuscarawas village	TUSCARAWAS COUNTY	36207901800000 Other	0.0004%
TWIN TOWNSHIP	DARKE COUNTY	36301901500000 Other	0.0004%

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VERMILION TOWNSHIP	ERIE COUNTY	36302201000000 Other	0.0013%
VERMILLION TOWNSHIP	ASHLAND COUNTY	36300301500000 Other	0.0005%
VERNON TOWNSHIP	CRAWFORD COUNTY	36301701500000 Other	0.0000%
VERNON TOWNSHIP	SCIOTO COUNTY	36307301500000 Other	0.0039%
VERNON TOWNSHIP	TRUMBULL COUNTY	36307802200000 Other	0.0006%
Verona village	MULTIPLE COUNTIES	36206800800000 Other	0.0012%
Versailles village	DARKE COUNTY	36201901700000 Other	0.0100%
VIENNA TOWNSHIP	TRUMBULL COUNTY	36307802300000 Other	0.0042%
VINTON COUNTY	VINTON COUNTY	36108208200000 County	0.1090%
VINTON TOWNSHIP	VINTON COUNTY	36308201100000 Other	0.0001%
Vinton village	GALLIA COUNTY	36202700600000 Other	0.0005%
VIOLET TOWNSHIP	FAIRFIELD COUNTY	36302301200000 Other	0.0622%
VIRGINIA TOWNSHIP	COSHOCTON COUNTY	36301602000000 Other	0.0001%
WABASH TOWNSHIP	DARKE COUNTY	36301901700000 Other	0.0000%
Wadsworth city	MEDINA COUNTY	36205200900000 Other	0.0761%
Waite Hill village	LAKE COUNTY	36204301300000 Other	0.0053%
Wakeman village	HURON COUNTY	36203900700000 Other	0.0018%
Walbridge village	WOOD COUNTY	36208702100000 Other	0.0029%
WALDO TOWNSHIP	MARION COUNTY	36305101500000 Other	0.0001%
Waldo village	MARION COUNTY	36205100800000 Other	0.0004%
WALNUT TOWNSHIP	FAIRFIELD COUNTY	36302301300000 Other	0.0087%
WALNUT TOWNSHIP	GALLIA COUNTY	36302701500000 Other	0.0001%
Walton Hills village	CUYAHOGA COUNTY	36201805400000 Other	0.0100%
Wapakoneta city	AUGLAIZE COUNTY	36200600800000 Other	0.0275%
WARD TOWNSHIP	HOCKING COUNTY	36303701000000 Other	0.0001%
Warren city	TRUMBULL COUNTY	36207800800000 Other	0.3520%
WARREN COUNTY	WARREN COUNTY	36108308300000 County	1.0504%
WARREN TOWNSHIP	BELMONT COUNTY	36300701200000 Other	0.0001%
WARREN TOWNSHIP	JEFFERSON COUNTY	36304101200000 Other	0.0004%
WARREN TOWNSHIP	TRUMBULL COUNTY	36307802400000 Other	0.0002%
WARREN TOWNSHIP	TUSCARAWAS COUNTY	36307901800000 Other	0.0002%
WARREN TOWNSHIP	WASHINGTON COUNTY	36308401900000 Other	0.0009%
Warrensville Heights city	CUYAHOGA COUNTY	36201805500000 Other	0.0361%
Warsaw village	COSHOCTON COUNTY	36201600600000 Other	0.0004%
WARWICK TOWNSHIP	TUSCARAWAS COUNTY	36307901900000 Other	0.0008%
WASHINGTON COUNTY	WASHINGTON COUNTY	36108408400000 County	0.3326%
Washington Court House city	FAYETTE COUNTY	36202400500000 Other	0.0376%
WASHINGTON TOWNSHIP	AUGLAIZE COUNTY	36300601300000 Other	0.0024%
WASHINGTON TOWNSHIP	BELMONT COUNTY	36300701300000 Other	0.0001%
WASHINGTON TOWNSHIP	BROWN COUNTY	36300801600000 Other	0.0012%
WASHINGTON TOWNSHIP	CARROLL COUNTY	36301001400000 Other	0.0002%
WASHINGTON TOWNSHIP	CLERMONT COUNTY	36301301200000 Other	0.0306%
WASHINGTON TOWNSHIP	CLINTON COUNTY	36301401100000 Other	0.0029%
WASHINGTON TOWNSHIP	COLUMBIANA COUNTY	36301501500000 Other	0.0006%
WASHINGTON TOWNSHIP	COSHOCTON COUNTY	36301602100000 Other	0.0001%
WASHINGTON TOWNSHIP	DARKE COUNTY	36301901800000 Other	0.0003%
WASHINGTON TOWNSHIP	DEFIANCE COUNTY	36302001200000 Other	0.0004%
WASHINGTON TOWNSHIP	FRANKLIN COUNTY	36302501800000 Other	0.1225%
WASHINGTON TOWNSHIP	GUERNSEY COUNTY	36303001600000 Other	0.0001%
WASHINGTON TOWNSHIP	HANCOCK COUNTY	36303201700000 Other	0.0009%
WASHINGTON TOWNSHIP	HARRISON COUNTY	36303401500000 Other	0.0003%
WASHINGTON TOWNSHIP	HENRY COUNTY	36303501300000 Other	0.0003%

Waynesburg village	STARK COUNTY	36207601800000 Other	0.0012%
Waynesfield village	AUGLAIZE COUNTY	36200600900000 Other	0.0008%
Waynesville village	WARREN COUNTY	36208301200000 Other	0.0046%
WEATHERSFIELD TOWNSHIP	TRUMBULL COUNTY	36307802500000 Other	0.0250%
WELLER TOWNSHIP	RICHLAND COUNTY	36307001700000 Other	0.0004%
Wellington village	LORAIN COUNTY	36204701400000 Other	0.0165%
WELLS TOWNSHIP	JEFFERSON COUNTY	36304101400000 Other	0.0101%
Wellston city	JACKSON COUNTY	36204000400000 Other	0.0406%
Wellsville village	COLUMBIANA COUNTY	36201501300000 Other	0.0126%
WESLEY TOWNSHIP	WASHINGTON COUNTY	36308402200000 Other	0.0001%
West Alexandria village	PREBLE COUNTY	36206800900000 Other	0,0100%
West Carrollton city	MONTGOMERY COUNTY	36205701700000 Other	0.0604%
WEST CHESTER TOWNSHIP	BUTLER COUNTY	36300901200000 Other	0.3737%
West Elkton village	PREBLE COUNTY	36206801000000 Other	0.0027%
West Farmington village	TRUMBULL COUNTY	36207800900000 Other	0.0002%
West Jefferson village	MADISON COUNTY	36204900600000 Other	0.0159%
West Lafayette village	COSHOCTON COUNTY	36201600700000 Other	0.0026%
West Leipsic village	PUTNAM COUNTY	36206901500000 Other	0.0002%
West Liberty village	LOGAN COUNTY	36204600900000 Other	0.0035%
West Manchester village	PREBLE COUNTY	36206801100000 Other	0.0025%
West Mansfield village	LOGAN COUNTY	36204601000000 Other	0.0001%
West Millgrove village	WOOD COUNTY	36208702300000 Other	0.0001%
West Milton village	MIAMI COUNTY	36205501200000 Other	0.0098%
West Rushville village	FAIRFIELD COUNTY	36202301300000 Other	0.0001%
West Salem village	WAYNE COUNTY	36208501400000 Other	0.0005%
WEST TOWNSHIP	COLUMBIANA COUNTY	36301501700000 Other	0.0006%
West Union village	ADAMS COUNTY	36200100600000 Other	0.0112%
West Unity village	WILLIAMS COUNTY	36208600900000 Other	0.0015%
Westerville city	MULTIPLE COUNTIES	36202502400000 Other	0.2123%
Westfield Center village	MEDINA COUNTY	36205200400000 Other	0.0015%
WESTFIELD TOWNSHIP	MEDINA COUNTY	36305201600000 Other	0.0022%
Westlake city	CUYAHOGA COUNTY	36201805600000 Other	0.0471%
WESTLAND TOWNSHIP	<b>GUERNSEY COUNTY</b>	36303001700000 Other	0.0000%
WESTON TOWNSHIP	WOOD COUNTY	36308702000000 Other	0.0001%
Weston village	WOOD COUNTY	36208702400000 Other	0.0009%
Wharton village	WYANDOT COUNTY	36208800800000 Other	0.0000%
WHEELING TOWNSHIP	BELMONT COUNTY	36300701500000 Other	0.0005%
WHEELING TOWNSHIP	<b>GUERNSEY COUNTY</b>	36303001800000 Other	0.0000%
WHETSTONE TOWNSHIP	CRAWFORD COUNTY	36301701600000 Other	0.0003%
WHITE EYES TOWNSHIP	COSHOCTON COUNTY	36301602200000 Other	0.0002%
Whitehall city	FRANKLIN COUNTY	36202502500000 Other	0.0708%
Whitehouse village	LUCAS COUNTY	36204800900000 Other	0.0191%
WHITEWATER TOWNSHIP	HAMILTON COUNTY	36303101200000 Other	0.0073%
Wickliffe city	LAKE COUNTY	36204301400000 Other	0.0543%
WILKESVILLE TOWNSHIP	VINTON COUNTY	36308201200000 Other	0.0005%
Wilkesville village	VINTON COUNTY	36208200300000 Other	0.0001%
Willard city	HURON COUNTY	36203900800000 Other	0.0339%
WILLIAMS COUNTY	WILLIAMS COUNTY	36108608600000 County	0.1507%
WILLIAMSBURG TOWNSHIP	CLERMONT COUNTY	36301301400000 Other	0.0138%
Williamsburg village	CLERMONT COUNTY	36201301200000 Other	0.0064%
WILLIAMSFIELD TOWNSHIP	ASHTABULA COUNTY	36300402600000 Other	0.0005%
Williamsport village	PICKAWAY COUNTY	36206500800000 Other	0.0004%
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The allocation is based on the following assumptions:

Allocation Amount (\$)

\$100,000,000

Set Aside (%)

0.0%





February 19, 2020

Deal Local Government Leaders,

A little more than two years ago, Ohio became one of the first states to file lawsuits against the opioid manufacturers and distributors that pushed millions of addictive pills into our state. Since then, local leaders like you – from townships, villages, cities, and counties both within and outside Ohio – have filed suit against these same companies.

We know that the opioid epidemic has left no part of our state untouched, with every community having had to address the unique needs of those suffering from substance use disorder. We have learned, however, that we are stronger when we work together. Now, united as One Ohio, we want to move in one direction – to expand our prevention efforts, invest in treatment, support our law enforcement, and strengthen our efforts for a sustained recovery.

We are not asking you to walk away from your individual lawsuits. By working together, though, we can:

- Bring a swift resolution to this matter in Ohio and continue the real work of helping those in need.
- Ensure a settlement for Ohio that recognizes how every corner of the state has been hit hard by this crisis.

Because of your commitment to Ohioans' future, we have been charting a new way forward during the past few months. No plan is perfect, but One Ohio allows us to achieve our primary goals of a common purpose, local control, and a visionary statewide foundation to help combat the drug crisis for years to come. The fund will remain flexible to meet evolving needs while aiding families torn apart by this epidemic.

Moving forward, we genuinely believe that it is in everyone's best interest for Ohio to have a united front regarding any potential settlement. Your support of this effort signals hope for the families that are struggling.

Let this plan guide us as we work together. Let us speak with one voice. Let us be One Ohio.

Very respectfully yours,

Mike DeWine Ohio Governor Dave Yost

Attorney General