

21-157

BILL #21-155

RESOLUTION #

BY: MR. VAN HARLINGEN

Annual request authorizing the Director of Finance to make transfers, among the City's appropriated funds by classification within departments and sub departments, necessary to balance accounts for proper accounting purposes at year-end (as of December 31, 2021), and declaring an emergency.

WHEREAS, this Council has heretofore made appropriations by Ordinance and transfers by Resolution relating to expenses and expenditures of the City for the year 2021 based upon financial information available during the course of the year, and

WHEREAS, the City's year-end budgeting is being monitored by the Director of Finance as chief fiscal officer of the City, and said Director has indicated that some transfers of monies will be necessary to balance accounts for year-end.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MANSFIELD, STATE OF OHIO:

SECTION 1. That the Director of Finance be, and she is hereby, authorized to make such transfers, among the City's appropriated funds by classification, excluding Personal Services, and Employee Benefits except to transfer only between these, within departments and sub departments, in order to balance accounts for proper accounting as of December 31, 2021, provided that said Director shall furnish this Council with appropriate documentation to support each transfer made under this authorization.

SECTION 2. That by reason of the immediate necessity for authorizing the Finance Director to begin making the transfer described above in anticipation of year-end accounting procedures, this measure is determined to be an emergency ordinance for the immediate preservation of the public peace, health, safety and welfare of the City of Mansfield and its inhabitants and providing it receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect be in force immediately upon its adoption, otherwise from and after the earliest time allowed by law, after its passage and approval by the Mayor.

Caucus 3 August 2021
1st Reading 17 August 2021
2nd Reading
PASSED 17 August 2021

SIGNED /s/ David Valquette
President of Council

ATTEST /s/ Amy L. Yockey
Clerk of Council

APPROVED /s/ Timothy L. Theaker
Mayor

APPROVED AS TO FORM: John R. Spon
Law Director
City of Mansfield, Ohio

BILL #21-159

ORDINANCE #

BY: MR. LAWRENCE

Authorizing payment of the claim of Michael Swarn of 587 Park Avenue West Mansfield, Ohio 44906 and, declaring an emergency.

WHEREAS, upon investigation by City employees and others including discussions and negotiations with the claimants, the Claims Committee of City Council has recommended payment of the claimed loss upon the terms hereinafter set forth.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MANSFIELD, STATE OF OHIO:

SECTION 1. That the Finance Director be, and she is hereby, authorized to draw her warrant from the Water Fund Non-Departmental Expense (502.99.99) Other Charges Classification in favor of Michael Swarn in the sum of one thousand four hundred and 00/100 dollars (\$1,400.00) which shall constitute a full and complete satisfaction for any and all claims and damages which said Michael Swarn and his heirs, administrators, executors, successors and assigns ever had, now have or may hereafter have against the City of Mansfield for the damage to their property relating to an issue in which the City of Mansfield, for the damages caused by a broken lateral water line at 587 Park Avenue West on or about January 26, 2021.

SECTION 2. That receipt of such draft of the City shall be conditioned upon execution of a full release from liability from any and all claims and damage which the claimants, their heirs, administrators, executors, successors and assigns ever had, now have, or may hereafter have against the City of Mansfield for damage, injury or loss to person or property caused as indicated in Section 1 above.

SECTION 3. That a copy of this Ordinance shall be served upon the claimant at the time of the delivery of said warrant.

SECTION 4. That by reason of the immediate need to expedite payment in order to complete settlement of this claim, this measure is determined to be an emergency Ordinance for the immediate preservation of the public peace, health, safety and welfare of the City of Mansfield and its inhabitants and providing it receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its adoption, otherwise from and after the earliest time allowed by law, after its passage and approval by the Mayor.

Caucus 17 August 2021
1st Reading 17 August 2021
2nd Reading
PASSED 17 August 2021

SIGNED

[Signature]
/s/ David Falquette
President of Council

[Signature]
/s/ Amy L. Yockey
Clerk of Council

APPROVED

[Signature]
/s/ Timothy L. Theaker
Mayor

APPROVED AS TO FORM: John R. Spon
Law Director
City of Mansfield, Ohio

BILL #21-160

ORDINANCE #

21-159

BY: MRS. MEIER

Authorizing the City of Mansfield to accept a gift from Mr. Chuck Hahn for the maintenance of trees and shrubs on Fourth Street and Main Street, and declaring an emergency.

WHEREAS, Mr. Chuck Hahn has graciously offered to provide maintenance, mulching and fertilization for shrubs and trees on Fourth Street, and provide maintenance of shrubs along the Main Street side of the parking lot, and

WHEREAS, this Council for itself and on behalf of the City of Mansfield gratefully appreciates the generosity and public interest reflected by his kind offer.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MANSFIELD, STATE OF OHIO:

SECTION 1. That on behalf of the City of Mansfield be, and he is hereby, authorized to accept a gift from Mr. Chuck Hahn for the maintenance of trees and shrubs on Fourth Street and Main Street, as well as a donation of all maintenance pertaining to planting, mulching and trimming of shrubs along the Main Street side of the parking lot.

SECTION 2. That this measure shall take effect and be in force after the earliest time allowed by law, after its passage and approval by the Mayor.

Caucus 17 August 2021

1st Reading 17 August 2021

2nd Reading

PASSED 17 August 2021

SIGNED

David Falquette
/s/ David Falquette
President of Council

ATTEST
Amy L. Yockey
/s/ Amy L. Yockey
Clerk of Council

APPROVED

Timothy L. Theaker
/s/ Timothy L. Theaker
Mayor

APPROVED AS TO FORM: John R. Spon
Law Director
City of Mansfield, Ohio

BILL #21-161

ORDINANCE # 21-160

BY: MR. VAN HARLINGEN


Authorizing the Safety-Service Director to accept and appropriate funding from the Ohio Division of Emergency Medical Services in the amount of two thousand five hundred and 00/100 dollars (\$2,500.00) to be used for the purchase of EMS equipment, and declaring an emergency.

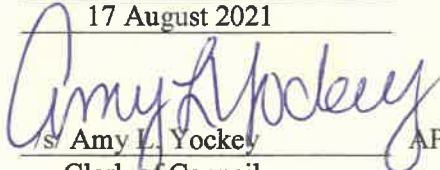
BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MANSFIELD, STATE OF OHIO:

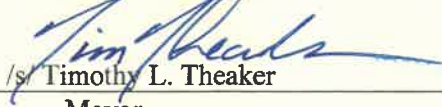
SECTION 1. That the sum of two thousand five hundred and 00/100 dollars (\$2,500.00) be, and the same is hereby, appropriated from the unappropriated Grant Fund (#224) to the Fire Department grants (224.16.30) Capital Outlay Classification.

SECTION 2. That being an appropriation necessary for current expenses, this Ordinance shall take effect and be in full force immediately upon its passage and approval by the Mayor.

Caucus 17 August 2021
1st Reading 17 August 2021
2nd Reading 17 August 2021
PASSED 17 August 2021

SIGNED 
/s/ David Falquette
President of Council

ATTEST 
/s/ Amy L. Yockey
Clerk of Council

APPROVED 
/s/ Timothy L. Theaker
Mayor

APPROVED AS TO FORM: John R. Spon
Law Director
City of Mansfield, Ohio

BILL #21-162

RESOLUTION # 21-161

BY: MR. VAN HARLINGEN

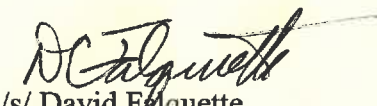
Transferring appropriations in the amount of seventy-eight thousand, fifty-seven and 00/100 dollars (\$78,057.00) within the Safety Services Fund (#214), for the purpose of training nine new police officers, and declaring an emergency.

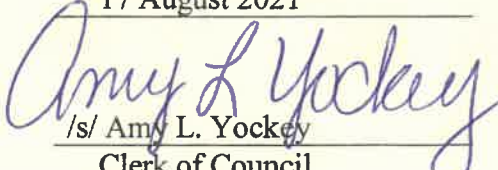
BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MANSFIELD, STATE OF OHIO:

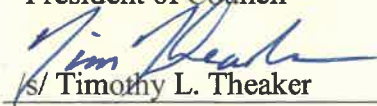
SECTION 1. That appropriations in the amount of seventy-eight thousand, fifty-seven and 00/100 dollars (\$78,057.00) be, and the same is hereby, transferred within the Safety Services Fund (#214) from the Police Department Operations (214.15.01) Personal Services Classification to the Police Department Operations (214.15.01) Contractual Services Classification.

SECTION 2. That being a transfer of funds necessary for current expenses, this Resolution shall take effect and be in full force immediately upon its passage and approval by the Mayor.

Caucus 17 August 2021
1st Reading 17 August 2021
2nd Reading _____
PASSED 17 August 2021

SIGNED 
/s/ David Falquette
President of Council

ATTEST 
/s/ Amy L. Yockey
Clerk of Council

APPROVED 
/s/ Timothy L. Theaker
Mayor

APPROVED AS TO FORM: John R. Spon
Law Director
City of Mansfield, Ohio

BILL #21-163

ORDINANCE # 21-162

BY: MR. VAN HARLINGEN

Authorizing the Public Works Director to enter into an agreement, without competitive bidding, with BK Layer, LLC for the emergency installation of a storm sewer system from West Third Street to Touby's Run, and declaring an emergency.

WHEREAS, the City's existing storm system has collapsed and is no longer providing adequate flow capacity to drain its sewershed, and

WHEREAS, in an effort to prevent ongoing flooding and for the health and safety of the public, an emergency by-pass sewer needs installed, and

WHEREAS, due to the impact to the health and safety of the public, the City needs to begin construction of the by-pass sewer at the earliest possible time, and

WHEREAS, construction has begun by BK Layer, LLC.


NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MANSFIELD, STATE OF OHIO:

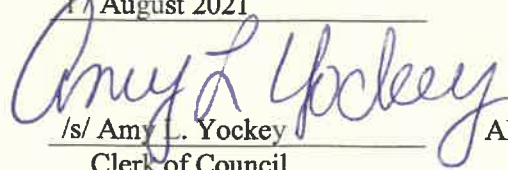
SECTION 1. That the Public Works Director be, and he is hereby, authorized to enter into a contract or contracts not to exceed seven hundred fifty thousand and 00/100 dollars (\$750,000.00) without competitive bidding, which this Council hereby specifically waives, all in accordance with the plans and specifications on file in the office of the City Engineer.


SECTION 2. That the amount authorized by Section 1 shall be paid from the Sewer Fund Non-Departmental Expenses (503.99.99) Capital Outlay Classification.

SECTION 3. That by reason of the immediate necessity to enter this agreement for essential City sewer services, this measure is determined to be an emergency Ordinance for the immediate preservation of the public peace, health, safety and welfare of the City of Mansfield and its inhabitants and providing it receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its adoption, otherwise from and after the earliest time allowed by law, after its passage and approval by the Mayor.

Caucus 17 August 2021
1st Reading 17 August 2021
2nd Reading _____
PASSED 17 August 2021

SIGNED 
/s/ David Falquet
President of Council

ATTEST 
/s/ Amy L. Yockey
Clerk of Council

APPROVED 
/s/ Timothy L. Theaker
Mayor

APPROVED AS TO FORM: John R. Spon
Law Director
City of Mansfield, Ohio

BILL #21-164

ORDINANCE #

21-163

BY: MR. DAVENPORT

Authorizing the Public Works Director to submit a request for release of the U.S. Economic Development Administration's federal interest in the City of Mansfield Revolving Loan Fund Award and to execute an agreement for the same upon approval, and declaring an emergency.

WHEREAS, this is an agreement between the United States Department of Commerce, Economic Development Administration (EDA) and The City of Mansfield, and

WHEREAS, the City wishes to submit this request for release of EDA's federal interest in the above referenced grant, because approval of this request will enable the City of Mansfield's utilization of a portion of the funds for continued operation of our Revolving Loan Fund, and

WHEREAS, the City of Mansfield will use the balance of the funds for broader economic development purposes that continue to carry out the economic development purposes of PWEDA.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MANSFIELD, STATE OF OHIO:

SECTION 1. That the Agreement between the City of Mansfield and the United States Department of Commerce, Economic Development Administration (EDA) for release of EDA's federal interest in the referenced grant shall be executed under the terms and conditions as approved herein, and the Public Works Director is authorized to sign any documents that may be necessary to effect such agreement.

SECTION 2. That due to the time-sensitive nature of entering this agreement with a federal agency, this measure is determined to be an emergency Ordinance for the immediate preservation of the public peace, health, safety and welfare of the City of Mansfield and its inhabitants and providing it receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its adoption, otherwise from and after the earliest time allowed by law, after its passage and approval by the Mayor.

Caucus 17 August 2021
1st Reading 17 August 2021
2nd Reading
PASSED 17 August 2021

[Signature of Amy L. Yockey]

ATTEST /s/ Amy L. Yockey Clerk of Council

SIGNED [Signature of David Falquette] /s/ David Falquette President of Council

[Signature of Timothy L. Theaker]

APPROVED /s/ Timothy L. Theaker Mayor

APPROVED AS TO FORM: John R. Spon Law Director City of Mansfield, Ohio

**AGREEMENT TO RELEASE THE EDA FEDERAL INTEREST IN A
REVOLVING LOAN FUND AWARD**

THIS AGREEMENT is between the United States Department of Commerce, Economic Development Administration (EDA) and The City of Mansfield, (Recipient).

WHEREAS, EDA, pursuant to its authority under the Public Works and Economic Development Act of 1965 (PWEDA) (42 U.S.C. § 3121 *et seq.*), awarded to Recipient one or more grants to capitalize a Revolving Loan Fund (RLF) bearing EDA award numbers 063902166 & 063902166.01 (the Award).

WHEREAS, EDA retains a federal interest in the Award and Recipient has submitted a written request that EDA release its federal interest in the Award consistent with the requirements of the Reinvigorating Lending for the Future Act (Pub. L. 116-192), attached hereto as Appendix A (the Request).

WHEREAS, EDA and Recipient agree that the current value of the RLF capital base is \$520,919.96, the federal investment rate is 75%, and the federal share of the RLF capital base is \$390,689.97 (the Award Funds).

WHEREAS, EDA has determined that 1) more than seven years have passed since the final EDA disbursement to Recipient of funds under the Award, 2) Recipient has complied with the terms and conditions of the Award, and 3) Recipient proposes to use the Award Funds for one or more activities that continue to carry out the economic development purposes of PWEDA.

WHEREAS, EDA agrees herein to release its federal interest in the Award and Recipient agrees herein to use Award Funds for one or more activities that continue to carry out the economic development purposes of PWEDA.

NOW THEREFORE, EDA and Recipient agree as follows:

1. EDA's Release. EDA agrees to release its federal interest in the Award. EDA's reversionary interest in the Award will cease to exist as of the effective date of this agreement.
 - a. Recipient's use of Award Funds no longer needs to comply with, among other things, the following authorities:
 - i. OMB regulations at 2 CFR part 200, including the Compliance Supplement at Appendix XI.
 - ii. EDA regulations at 13 CFR chapter III, including the RLF-specific regulations at part 307, subpart B (including the requirement at 13 CFR § 307.14 to submit Form ED-209 RLF Financial Report to EDA).

Award Funds for any purpose that would be prohibited by the Establishment Clause of the U.S. Constitution if the Award Funds were expended directly by the Federal Government.

- f. Recipient is not required by the terms of this Agreement to seek EDA approval or permission to use Award Funds for one or more activities that continue to carry out the economic development purposes of PWEDA but that differ from the activities described in the Request, attached hereto as Appendix A.
 - g. Recipient shall provide timely and accurate responses to EDA inquiries regarding Recipient's use of the Award Funds. Following the release of EDA's federal interest, EDA remains interested in working with Recipient to promote Recipient's RLF or other activities that continue to carry out the economic development purposes of PWEDA.
3. Enforcement. In the event that EDA determines that Award Funds have been used in a manner inconsistent with this agreement, EDA may require Recipient to return the misspent portion of the Award Funds to the Federal Government, which may include the establishment of a debt with the U.S. Department of the Treasury.
 4. Indemnification. To the extent permitted by law, Recipient agrees to indemnify and hold the Federal Government harmless from and against all liabilities that the Federal Government may incur as a result of releasing EDA's federal interest in the Award.
 5. Governing Law; Severability. This Agreement is governed by applicable federal law, if any, and if there is no applicable federal law by state law. The terms of this Agreement do not limit the rights EDA, its designees, successors, or assigns are entitled to under applicable federal or state law. In the event that any provision or clause of this Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Agreement that can be given effect without the conflicting provision, and to this end the provisions of this Agreement are declared to be severable.
 6. Entire Agreement. This Agreement contains the entire understanding of EDA and Recipient with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral or written, with respect to such matters.
 7. Authority. Recipient represents that (a) it has the power and authority to execute and perform this Agreement, (b) the execution and performance of this Agreement by Recipient have been duly authorized by all necessary corporate or other actions, (c) Recipient has duly and validly executed this Agreement, and (d) this Agreement is a legal, valid and binding obligation, enforceable against Recipient.

[Remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, EDA and Recipient have caused this Agreement to be duly executed by their respective officers as of the date indicated.

**DEPARTMENT OF COMMERCE,
ECONOMIC DEVELOPMENT
ADMINISTRATION**

CITY OF MANSFIELD

By: _____
Susan Brehm
Regional Director
Chicago Regional Office
Date: _____

By: _____
David Remy
Public Works Director
Date: _____

Appendix "A"

Exhibit "A"



City of Mansfield
Tim Theaker, Mayor

30 N. Diamond Street - Mansfield, OH 44902 - (419)755-9626 Fax-(419)755-9627

August 18, 2021

Susan Brehm, Regional Director
US Department of Commerce
Economic Development Administration
Chicago Regional Office
230 S. Dearborn Street, Suite 3280
Chicago, Illinois 60604

RE: EDA Award Number 063902166, 063902166.01 (as amended)
Request For Release Of Federal Interest

Dear Ms. Brehm:

On behalf of the City of Mansfield, I respectfully submit this request for release of EDA's federal interest in the above referenced grant. Approval of this request will enable the City of Mansfield's utilization of a portion of the funds for continued operation of our Revolving Loan Fund. In addition, the City of Mansfield will use the balance of the funds for broader economic development purposes that continue to carry out the economic development purposes of PWEDA.

Grantee:	City of Mansfield 30 N. Diamond Street Mansfield, Ohio 44902
Contact:	Tim Bowersock, Economic Development Director
Award Number:	063902166, 063902166.01 (as amended)
Date of Award:	September 1, 1986 Amended January 5, 1989
Value of Award:	\$645,000.00
Proposed Use of RLF Funds:	Continued operation of our Revolving Loan Fund. Economic Development planning and/or implementation projects that advance equity for one or more underserved population. Recovery and resilience planning or implementation that build Economic Resilience and long term recovery from economic shocks. Other PWEDA investment priorities as required.

If you should have any questions or require additional information, please contact Economic Development Director Bowersock at (419) 755-9794 or tbowersock@ci.mansfield.oh.us.

Sincerely,

Tim Theaker
Mayor

TT/mms



City of Mansfield

Tim Theaker, Mayor

30 N. Diamond Street - Mansfield, OH 44902 - (419)755-9626 Fax-(419)755-9627

**CITY OF MANSFIELD, OHIO
ECONOMIC DEVELOPMENT ADMINISTRATION
REVOLVING LOAN FUND
COMPLIANCE CERTIFICATION**

On behalf of the City of Mansfield, Mansfield City Council and the Mansfield Economic Administration Revolving Loan Committee, I hereby certify that the City has complied with the terms and conditions of the revolving loan program award.

Award number: 063902166, 063902166.01 (as amended)

Tim Theaker, Mayor
August ____, 2021

BILL#21-166

ORDINANCE #

21-164

BY: MR. DAVENPORT/ MR.VAN HARLINGEN

Ratifying the execution by the Public Works Director on behalf of the City, the Participation Agreement for the OneOhio Subdivision Settlement with McKesson Corporation, Cardinal Health, Inc., and AmerisourceBergen Corporation (“Settling Distributors”) pursuant to the OneOhio Memorandum of Understanding regarding the pursuit and use of potential opioid litigation settlement funds and consistent with the material terms of the July 21, 2021 proposed National Opioid Distributor Settlement Agreement available at <https://nationalopioidsettlement.com/>, and declaring an emergency.

WHEREAS, the City of Mansfield, Ohio is a Charter Municipality formed and organized pursuant to the Constitution and laws of the State of Ohio; and its Charter; and

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

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

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

WHEREAS, the State and its Local Governments, subject to completing formal documents effectuating the Parties Agreements, have drafted and the City is delirious of adopting, and hereby reaffirms its adoption of, a OneOhio Memorandum of Understanding (“MOU”) relating to the allocation and the use of the proceeds of any potential settlements described; and

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

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

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

WHEREAS a settlement proposal is being presented to the State of Ohio and Local Governments by distributors AmerisourceBergen, Cardinal, and McKesson (collectively the “Settling Distributors”) to resolve governmental entity claims in the State of Ohio using the structure of the OneOhio MOU and consistent with the material terms of the July 21, 2021 proposed National Opioid Distributor Settlement Agreement; and

WHEREAS, this Council wishes to agree to the material terms of the proposed National Opioid Distributor Settlement Agreement with the Settling Distributors (the "Proposed Settlement"); and

WHEREAS, that in order to meet the timelines established to confirm participation in said Proposed Settlement, the Public Works Director, on behalf of the City executed a One Ohio Participation Form on August 11, 2021.


**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE
CITY OF MANSFIELD, STATE OF OHIO:**

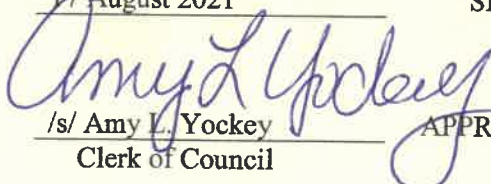
SECTION 1. That the execution of the Proposed Settlement on behalf of the City by the Public Works Director on August 11, 2021 is hereby ratified, found to be authorized and accepted, pursuant to the terms of the One Ohio MOU.

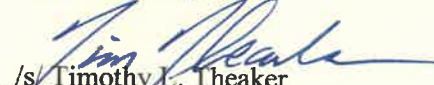
SECTION 2. That it is found and determined that all formal actions of the Council relating to the adoption of this ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open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

SECTION 3. That by reason of the immediate necessity to enter this agreement for is to ensure prompt pursuit of funds to assist in abating the opioid epidemic throughout Ohio, this measure is determined to be an emergency ordinance for the immediate preservation of the public peace, health, safety and welfare of the City of Mansfield and its inhabitants and providing it receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its adoption, otherwise from and after the earliest time allowed by law, after its passage and approval by the Mayor.

Caucus 17 August 2021
1st Reading 17 August 2021
2nd Reading _____
PASSED 17 August 2021

SIGNED 
/s/ David Falquette
President of Council

ATTEST 
/s/ Amy L. Yockey
Clerk of Council

APPROVED 
/s/ Timothy L. Theaker
Mayor

APPROVED AS TO FORM: John R. Spon
Law Director
City of Mansfield, Ohio

OneOhio Subdivision Participation Form

Governmental Entity: City of Mansfield	State: Ohio
Authorized Official: David L. Remy, Public Works Director	
Address 1: City of Mansfield Ohio	
Address 2: 30 N Diamond St	
City, State, Zip: Mansfield, OH 44902	
Phone: 419-755-9628	
Email: dremy@ci.mansfield.oh.us	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity consistent with the material terms of the National Settlement Agreement dated July 21, 2021 ("*National Distributor Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the material terms of the National Settlement Agreement Distributor Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the National Distributor Settlement, understands that all terms in this Participation Form have the meanings defined therein, and agrees that by signing this Participation Form, the Governmental Entity elects to participate consistent with the material terms of the National Distributor Settlement and become a Participating Subdivision as provided therein pursuant to the terms of the final OneOhio Memorandum of Understanding dated July 28, 2021.
2. The Governmental Entity's election to participate is specifically conditioned on participation by 95% or more of the Litigating Subdivisions in Ohio. Should less than 95% of the Litigating Subdivisions in Ohio participate, this election shall be deemed void and no claims shall be released.
3. The Governmental Entity shall, prior to the filing of the Consent Judgment, secure the dismissal with prejudice of any Released Claims that it has filed.
4. The Governmental Entity agrees to the material terms of the National Distributor Settlement pertaining to Subdivisions as defined therein.
5. By agreeing to the material terms of the National Distributor Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the material terms of the National Distributor Settlement solely for the purposes provided therein.

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

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by

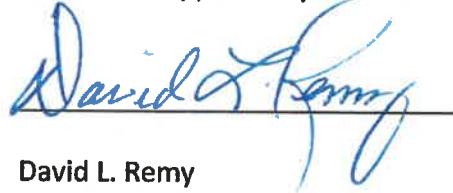
him or her would have materially affected his or her settlement with the debtor or released party.

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

12. Nothing herein is intended to modify in any way the terms of the material terms of the National Distributor Settlement to which Governmental Entity hereby agrees, with the exception of the requisite Litigating Government participation level. If the National Settlement becomes effective by July 1, 2022 its terms will supersede the terms of the Ohio Settlement Agreement and will control with regard to all provisions except for Dismissal of Claims as set forth in the Ohio Settlement Agreement. If it is not effective by July 1, 2022, the Ohio Specific Distributor Settlement will control. To the extent this Participation Form is interpreted differently from the Ohio Specific Distributor Settlement in any respect, the Ohio Specific Distributor Settlement controls.

I have all necessary power and authorization to execute this Participation Form on behalf of the Governmental Entity and have been afforded the opportunity to review this matter with counsel.

Signature:



Name:

David L. Remy

Title:

Public Works Director

Date:

