

TO: Mayor Stefan C. Densmore  
Members of Village Council

FROM: Terrence M. Donnellon

RE: Legislative Agenda – August 16

DATE: August 13, 2021

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The following legislation is on the Agenda for the August 16, 2021 meeting of Village Council:

**1. Ordinance No. 2021 – 10**

**An Ordinance To Amend Appropriations For Current Expenses And Other Expenditures Of The Village Of Golf Manor For The Fiscal Year Ending December 31, 2021**

This Ordinance will further update appropriations for calendar year 2021 reflecting additional costs necessary for building repairs including replacement of air conditioning units within the building. Throughout 2021 we have received various COVID distributions which will be appropriately allocated within this appropriation as well as updating the renewal of our insurance coverage. Finally, we recently settled a case which has been pending for several years arising from a motor vehicle accident when the Village operated its own Fire Department. The case was settled through Mediation with a nominal settlement amount which will be included in these reappropriations.

**2. Resolution No. 2021 – 28**

**A Resolution Authorizing A Sale/Purchase Agreement With Hamilton County Land Reutilization Corporation To Acquire Property At 2518 Vera Avenue**

The Port of Greater Cincinnati Development Authority through its Hamilton County Land Reutilization Corporation acquired vacant property at 2518 Vera Avenue. The property has been cleared through the tax foreclosure process and consistent with the program of the Land Bank has been offered to the Village at a total cost of One Thousand Dollars (\$1,000). We have reviewed

the title to the property and confirmed that it is appropriately free of any troublesome liens. This Resolution will authorize the Village Administrator to execute the Sale/Purchase Agreement with Hamilton County Land Reutilization Corporation. After the property has been acquired, Council will then need to identify a specific use for the property and pass separate legislation to dedicate the property as an appropriate public use. Once dedicated, the property will then be tax exempt. The process with the Ohio Department of Taxation to realize tax exemptions is now taking several years. During that period of time, we will be required to continue to pay the real estate taxes for the property which will then be rebated once the exemption is approved.

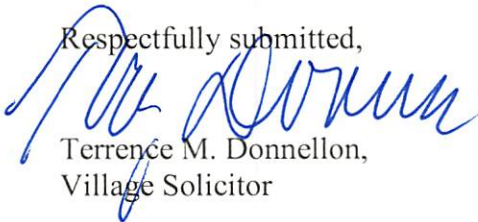
**3. Resolution No. 2021-29**

**A Resolution To Accept The Material Terms Of The One Ohio Subdivision Settlement Pursuant To The One Ohio Memorandum Of Understanding And Consistent With The Terms Of The July 21, 2021 National Opioid Settlement Agreement and Declaring An Emergency**

Several months ago, we agreed to participate in the OneOhio settlement negotiations with the Opioid Industry, which negotiations were being spearheaded by the Ohio Attorney General. Recently, three of the distributors have reached a settlement with the State of Ohio, and the State has requested that we sign a Participation Agreement agreeing to participate in a settlement, but more importantly agreeing to the distribution of funds which will be controlled by the State and directed toward education treatment and abatement. The terms of the Participation Agreement are consistent with what we signed last year, but the litigants want to know there is substantial support for their final settlement. The final settlement itself may distribute near \$1 billion dollars to the State of Ohio.

They have asked that we adopt this Resolution authorizing the Participation Agreement and file it with the Ohio Attorney General's Office by Friday, August 20. Council is asked to adopt this Resolution as an emergency, Mr. Hirth will then sign the Participation Agreement and we will upload it to the State.

Respectfully submitted,



Terrence M. Donnellon,  
Village Solicitor

TMD/lld

Enclosures

cc: Ron Hirth, Village Administrator  
Andy Lanser, Asst. Village Administrator



## **RESOLUTION NO. 2021-29**

### **A RESOLUTION TO ACCEPT THE MATERIAL TERMS OF THE ONE OHIO SUBDIVISION SETTLEMENT PURSUANT TO THE ONE OHIO MEMORANDUM OF UNDERSTANDING AND CONSISTENT WITH THE TERMS OF THE JULY 21, 2021 NATIONAL OPIOID SETTLEMENT AGREEMENT AND DECLARING AN EMERGENCY**

**WHEREAS**, Golf Manor, Ohio (herein “Municipality”) is a Village formed and organized pursuant to the Constitution and laws of the State of Ohio; and

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

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

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

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

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

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

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the Village of Golf Manor, Hamilton County, Ohio, that:

**SECTION I.** Council hereby accepts the Proposed Settlement on behalf of the Village of Golf Manor, pursuant to the terms of the OneOhio MOU. Council authorizes the Village Administrator to execute the attached Participation Form and such other documents as necessary to implement the settlement and the MOU.

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

**SECTION III.** This Resolution is hereby declared to be an emergency measure, necessary for the preservation of the public peace, health, welfare and safety of the Village of Golf Manor and to ensure prompt pursuit of funds to assist in abating the opioid epidemic throughout Ohio.

**SECTION IV.** This Resolution shall take effect the earliest opportunity as allowable by law.

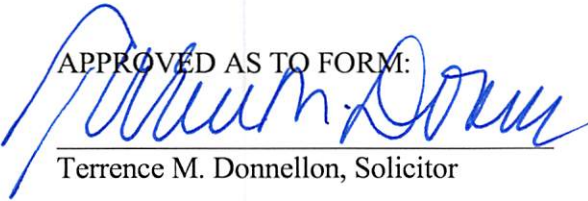
PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Mayor Stefan C. Densmore

ATTEST:

\_\_\_\_\_  
Paula Burgin, Assistant Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Terrence M. Donnellon, Solicitor

**OneOhio Subdivision Participation Form**

Governmental Entity:	Village of Golf Manor	State: Ohio
Authorized Official:	Ron Hirth, Village Administrator	
Address 1:	6450 Wiehe Road	
Address 2:		
City, State, Zip:	Golf Manor, Ohio 45237	
Phone:	(513) 531-7491	
Email:	r.hirth@golfmanoroh.gov	

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 Pleas 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: Ron Hirth

Title: Village Administrator

Date: 8/12/2021

**RESOLUTION NO. 2021 -28**

**A RESOLUTION AUTHORIZING A SALE/PURCHASE AGREEMENT WITH  
HAMILTON COUNTY LAND REUTILIZATION CORPORATION TO  
ACQUIRE PROPERTY AT 2518 VERA AVENUE**

**WHEREAS**, the Hamilton County Land Reutilization Corporation has acquired property at 2518 Vera Avenue within the Village of Golf Manor, which property had deteriorated to become a blight and nuisance upon the community; and

**WHEREAS**, consistent with the terms of the Reutilization Corporation's programs to reutilize vacant, abandoned, tax-foreclosed, and other real property which they acquire, the Reutilization Corporation has offered to sell the property at 2518 Vera Avenue to the Village for the total Purchase Price of One Thousand Dollars (\$1,000); and

**WHEREAS**, the Administration is recommending acquiring such property which will then be repurposed for an appropriate public use to benefit the Golf Manor community.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the Village of Golf Manor, Hamilton County, Ohio, that:

**SECTION I.** The attached Sale/Purchase Agreement between the Hamilton County Land Reutilization Corporation as Seller and the Village of Golf Manor as Purchaser to acquire property at 2518 Vera Avenue, Golf Manor, Ohio 45237, Hamilton County parcel number 528-0003-0013, is hereby approved. The Village Administrator is authorized to execute such Sale/Purchase Agreement and to execute such additional documentation as may be necessary to complete the closing and acquisition of this property.

**SECTION II.** Once the property has been acquired, the Administration shall identify the specific public purpose for such property to then be dedicated to such public purpose to revitalize the Village.

**SECTION III.** This Resolution shall take effect the earliest opportunity as allowable by law.

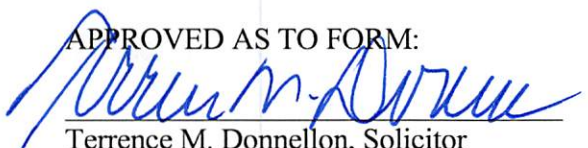
PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Mayor Stefan C. Densmore

ATTEST:

\_\_\_\_\_  
Paula Burgin, Assistant Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Terrence M. Donnellon, Solicitor



**ORDINANCE NO. 2021 - 10**

**AN ORDINANCE TO AMEND APPROPRIATIONS FOR CURRENT EXPENSES  
AND OTHER EXPENDITURES OF THE VILLAGE OF GOLF MANOR  
FOR THE FISCAL YEAR ENDING DECEMBER 31, 2021**

**WHEREAS**, Council previously did adopt Ordinance 2020-12 to appropriate funds for the fiscal year commencing January 1, 2021 and ending December 31, 2021; and

**WHEREAS**, Council previously enacted Ordinance 2021-1; Ordinance 2021-3, Ordinance 2021-4, Ordinance 2021-7, Ordinance 2021-8 and Ordinance 2021-9 to balance such appropriations; and

**WHEREAS**, the Administration has recommended, and Council does desire, to amend such 2021 appropriations to adjust capital improvements for current building repairs to appropriately fund insurance coverage for the Village and to resolve litigation consistent with a mediated settlement which will not exceed \$5,000.

**NOW THEREFORE**, Be It Ordained by the Council of the Village of Golf Manor, Hamilton County, Ohio, that:

**SECTION I.** Effective immediately, in order to provide for the ongoing expenses and other expenditures of the Village of Golf Manor for fiscal Year 2021, the sums detailed on the attached schedule are hereby appropriated as if such schedule is fully set forth herein.

**SECTION II.** This Ordinance shall take effect the earliest opportunity as allowable by law.

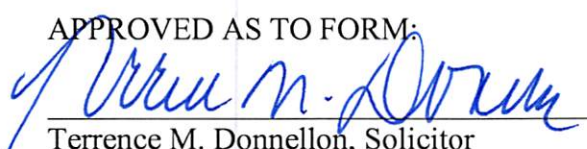
PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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Mayor Stefan C. Densmore

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Paula Burgin, Assistant Clerk

APPROVED AS TO FORM:

  
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