

300 E Business Way Suite 200 Cincinnati, Ohio 45241

TO: Mayor Stefan C. Densmore; Members of Village Council

FROM: Robert T. Butler

RE: Legislative Agenda – September 15th, 2025

DATE: September 10, 2025

The following legislation is on the agenda for the September 25, 2025 meeting of Village Council:

1. **RESOLUTION NO. 2025-24**

RESOLUTION PROVIDING FOR AND AUTHORIZING BUILDING REMOVAL FOR THE PROPERTY LOCATED AT 6066 STOVER AVENUE, GOLF MANOR, OHIO AUDITOR'S PARCEL NUMBER 528-0002-0236-00

This resolution is self-explanatory, as is 2025-25. Both parcels have been a problem for many years. This is the end of the road: All efforts have been made to work with the owners, and notice has been provided to the necessary parties. The resolutions allow us to raze the structures on the properties and assess the costs against the real estate.

2. **RESOLUTION NO. 2025-25**

RESOLUTION PROVIDING FOR AND AUTHORIZING BUILDING REMOVAL FOR THE PROPERTY LOCATED AT 6065 STOVER AVENUE, GOLF MANOR, OHIO AUDITOR'S PARCEL NUMBER 528-0002-0369-00

3. **RESOLUTION NO. 2025 - 26**

A RESOLUTION AUTHORIZING THE VILLAGE ADMINISTRATOR TO ENTER INTO THE NEW NATIONAL OPIODS SECONDARY MANUFACTURERS SETTLEMENTS

Previously we entered into a settlement agreement with a number of companies regarding opium use and abuse by citizens. This is an additional one, which involves other manufacturers. We will receive money periodically from the settlement, most of which will be earmarked for opium use interdiction.



300 E Business Way Suite 200 Cincinnati, Ohio 45241

4. **RESOLUTION NO. 2025 - 27**

A RESOLUTION AUTHORIZING VILLAGE ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH THE OWNER OF THE PROPERTY LOCATED AT 6055 STOVER AVENUE, GOLF MANOR, OHIO AUDITOR'S PARCEL NUMBER 528-0002-0250-00 PURSUANT TO ORC § 715.26 FOR THE OWNER TO RAZE THE STRUCTURE THERON

Similar to 6065 and 6066 Stover, this property has been problematic for some time. However, and as provided by ORC §715.26, we are authorized to and wish to agree with the present owner for them to raze the structure on the property themselves. This will be in the best interests of both parties.

ORDINANCES

1. ORDINANCE NO. 2025 -6

AN ORDINANCE ADOPTING THE 2024 EDITION OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE

We have been operating for some under the 2018 Edition of the International Property Maintenance Code. This Ordinance adopts the 2024 version, which comes with updated standards and procedures.

Respectfully submitted.

Robert T. Butler, Village Solicitor

RTB/lac

Attachments

cc: Eric Pridonoff Interim Village Administrator

RESOLUTION NO. 2025 - 24

RESOLUTION PROVIDING FOR AND AUTHORIZING BUILDING REMOVAL FOR THE PROPERTY LOCATED AT 6066 STOVER AVENUE, GOLF MANOR, OHIO AUDITOR'S PARCEL NUMBER 528-0002-0236-00

WHEREAS, Golf Manor Ordinance No. 2019-13 adopted the International Property Maintenance Code, which provides for the demolition of property that is, in the Code Official's judgment so old, dilapidated, or has become so out of repair as to be dangerous, unsafe, unsanitary, or otherwise unfit for human cohabitation or occupancy, and such that it is unreasonable to repair the structure; and

WHEREAS, The Golf Manor Property Maintenance Code, regarding Demolition of Structures and notice to owner, including, but not limited to Section 110.1 *et seq*, has been satisfied and complied with; and

WHEREAS, the property located at 6066 Stover Avenue, Golf Manor, Ohio (hereinafter, "the property") is found by this Council to be so dilapidated and out of repair as to be dangerous, and unsafe and that it is unreasonable to repair the structure, as provided under O.R.C. §715.26 (B), and the structure thereon has been determined by Code Official James Puthoff to be dilapidated and out of repair as to be dangerous, unsafe, and unfit for human cohabitation or occupancy, and that it is unreasonable to repair the structure; and

WHEREAS, notice was provided to the owner Chen Jie, 8215 S W 77nd Ave., Apt. 1409, Miami, FL 33143, by certified and ordinary mail, as well as by on August 21, 2025 posting on the property Council's intention to consider the status of the property located at 6066 Stover Avenue at a public hearing on September 15, 2025 so that they would be given an opportunity to be heard on this matter; and

WHEREAS, notice was previously given to both the Hamilton County Auditor and Treasurer of Council's intention to consider the status of the property;

WHEREAS, notice was given of to the following possible lien holders: Stover Avenue Cincinnati, Property LLC, c/o 3CRE Property Management, LLC, 932 Weninger Circle, Cincinnati, Ohio 45203; Velocity Commercial Capital, LLc. 30699 Russell Ranch Road, Suite 295, Westlake Village CA 91382; and US National Bank Association, trustee for Velocity Commercial Capital Loan Trust 2017-2, 425 Walnut St. Cincinnati, Ohio 45202 of the Village's intention to raze the structure on the real estate;

WHEREAS. Council of the Village of Golf Manor, in an open meeting, considered the testimony of the Code Official James Puthoff, as to whether such property should be razed.

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

SECTION I.

The structure located at 6066 Stover Avenue, Golf Manor, Ohio, parcel no. 528-0002-0236-00 is hereby declared to be unsecure, unsafe, and structurally defective such that it is dangerous, unsafe, and unfit for human cohabitation or occupancy, and that it is unreasonable to repair such structure.

SECTION II.

Pursuant to Golf Manor Code Section 2006-1, and O.R.C. §715.26, such structure shall be demolished, razed, and removed and the cost of such removal shall be accessed against the real estate by placing the cost on the tax duplicate for the property. The owner shall be given thirty days from the date of the of this resolution to demolish, raze and remove the structure prior to Golf Manor doing so. A copy of this Resolution shall be sent by ordinary mail to the owner at the address listed on the Hamilton County Auditor's office.

ADOPTED this 15th day of September, 2025.

	Mayor Stephen C. Densmore
ATTEST:	
Eric Pridonoff, Clerk Treasurer	
APPROVED AS TO FORM:	

Robert T. Butler, Solicitor

SECTION I.

The structure located at 6065 Stover Avenue, Golf Manor, Ohio, parcel no. 528-0002-0369-00 is hereby declared to be unsecure, unsafe, and structurally defective such that it is dangerous, unsafe, and unfit for human cohabitation or occupancy, and that it is unreasonable to repair such structure.

SECTION II.

Pursuant to Golf Manor Ordinance 2019-3, and O.R.C.§715.26, such structure shall be demolished, razed, and removed and the cost of such removal shall be accessed against the real estate by placing the cost on the tax duplicate for the property. The owner shall be given thirty days from the date of this Resolution to demolish, raze and remove the structure prior to Golf Manor doing so. A copy of this Resolution shall be sent by ordinary mail to the owner.

ADOPTED this 15th day of September, 2025.

	Mayor Stephen C. Densmore
ATTEST:	
Eric Pridonoff, Clerk Treasurer	
APPROVED AS TO FORM:	

Robert T. Butler, Solicitor

RESOLUTION NO. 2025 - 25

RESOLUTION PROVIDING FOR AND AUTHORIZING BUILDING REMOVAL FOR THE PROPERTY LOCATED AT 6065 STOVER AVENUE, GOLF MANOR, OHIO AUDITOR'S PARCEL NUMBER 528-0002-0369-00

WHEREAS, Golf Manor Ordinance No. 2019-3 adopted the International Property Maintenance Code, which provides for the demolition of property that is, in the Code Official's judgment so old, dilapidated, or has become so out of repair as to be dangerous, unsafe, unsanitary, or otherwise unfit for human cohabitation or occupancy, and such that it is unreasonable to repair the structure; and

WHEREAS, The Golf Manor Property Maintenance Code, regarding Demolition of Structures and notice to owner, including, but not limited to Section 110.1 *et seq*, has been satisfied and complied with; and

WHEREAS, the property located at 6065 Stover Avenue, Golf Manor, Ohio (hereinafter, "the property") is found by this Council to be so dilapidated and out of repair as to be dangerous, and unsafe and that it is unreasonable to repair the structure, as provided under O.R.C. §715.26 (B), and the structure thereon has been determined by Code Official James Puthoff to be dilapidated and out of repair as to be dangerous, unsafe, and unfit for human cohabitation or occupancy, and that it is unreasonable to repair the structure; and

WHEREAS, notice was provided to the owner Chen Jie, 8215 S W 77nd Ave., Apt. 1409, Miami, FL 33143, by certified and ordinary mail, as well as byon August 21, 2025 posting on the property Council's intention to consider the status of the property located at 6065 Stover Avenue at a public hearing on September 15, 2025 so that they would be given an opportunity to be heard on this matter; and

WHEREAS, notice was previously given to both the Hamilton County Auditor and Treasurer of Council's intention to consider the status of the property;

WHEREAS, notice was given to of the hearing of July 17, 2024 to the following possible lien holders: Stover Avenue Cincinnati, Property LLC, c/o 3CRE Property Management, LLC, 932 Weninger Circle, Cincinnati, Ohio 45203; Velocity Commercial Capital, LLC, 30699 Russell Ranch Road, Suite 295, Westlake Village CA 91382; and US National Bank Association, trustee for Velocity Commercial Capital Loan Trust 2017-2, 425 Walnut St. Cincinnati, Ohio 45202 of the Village's intention to raze the structure on the real estate;

WHEREAS, Council of the Village of Golf Manor, in an open meeting, considered the testimony of the Code Official James Puthoff, as to whether such property should be razed.

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

RESOLUTION NO. 2025 - 26

A RESOLUTION AUTHORIZING THE VILLAGE ADMINISTRATOR TO ENTER INTO THE NEW NATIONAL OPIODS SECONDARY MANUFACTURERS SETTLEMENTS

WHEREAS, opioid manufacturers, Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun and Zydus ("the Manufacturers"), have proposed a joint settlement ("the Settlement") to the State of Ohio and its political subdivisions pertaining to the Manufacturers' shared liability for the distribution of opioids that was a significant cause of the national opioid crisis that lead to mass addiction and overdose deaths that affected both the State of Ohio and the Village of Golf Manor; and

WHEREAS, under the Settlement, the Manufacturers will pay up to an estimated thirteen million, eight-hundred thousand (\$13,800,000) to the State of Ohio and its political subdivisions over several years, with most of the money received being restricted in use and earmarked for abatement of the opioid epidemic; and

WHEREAS, the Ohio Attorney General has recommended the political subdivisions of the State of Ohio accept the Settlement; and

WHEREAS, the Solicitor and the Village Administrator recommend that Council vote to accept the Settlement and enter into the Participation Agreement ("the Agreement") with the Manufacturers as attached hereto and incorporated by reference herein.

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

- Council hereby accepts the recommendation of the Village Administrator and the Solicitor and authorizes approval of the Settlement and execution of a proposed Participation Agreement and Release on behalf of the Village on or before the Settlement deadline currently set for October 8, 2025.
- SECTION 2. The Golf Manor Council hereby directs the Village Administrator to enter into the Participation Agreement on behalf of the Village on or before any Settlement deadline.
- **SECTION 3.** This Resolution shall be in full force and effect immediately upon adoption.

PASSED this 15th day of September 2025.

Mayor Stephan C. Densmore	

ATTEST:	
Eric Pridonoff, Clerk of Council	

APPROVED AS TO FORM:

Robert T. Butler, Solicitor

New National Opioids Settlement: Secondary Manufacturers Opioids Implementation Administrator opioidsparticipation@rubris.com

Golf Manor village, OH

Reference Number: CL-1765793

TO LOCAL POLITICAL SUBDIVISIONS:

THIS PACKAGE CONTAINS DOCUMENTATION TO PARTICIPATE IN THE NEW NATIONAL OPIOIDS SECONDARY MANUFACTURERS SETTLEMENTS. YOU MUST TAKE ACTION IN ORDER TO PARTICIPATE.

Deadline: October 8, 2025

A new proposed national opioids settlement ("Secondary Manufacturers Settlements") has been reached with eight opioids manufacturers: Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus ("Settling Defendants"). This Combined Participation Package is a follow-up communication to the Notice of National Opioids Settlement recently received electronically by your subdivision.

You are receiving this *Combined Participation Package* because Ohio is participating in the Secondary Manufacturers Settlements.

If a state is not eligible to or does not participate in the settlement with a particular manufacturer, the subdivisions in that state are not eligible to participate in that manufacturer's settlement.

This electronic envelope contains:

• A Combined Participation Form for the Secondary Manufacturers Settlements that your subdivision is eligible to join, including a release of any claims.

The Combined Participation Form must be executed, without alteration, and submitted on or before October 8, 2025, in order for your subdivision to be considered for initial participation calculations and payment eligibility under the Secondary Manufacturers Settlement.

Based upon Combined Participation Forms received on or before October 8, 2025, the subdivision participation rate will be used to determine whether participation is sufficient for each settlement to move forward and whether a state earns its maximum potential payment under each settlement. If a settlement moves forward, your release will become effective. If a settlement does not move forward, that release will not become effective.

Any subdivision that does <u>not</u> participate cannot directly share in the settlement funds, even if the subdivision's state is settling and other participating subdivisions are sharing in settlement funds. Any subdivision that does <u>not</u> participate may also

reduce the amount of money for programs to remediate the opioid crisis in its state. Please note, a subdivision will not necessarily directly receive settlement funds by participating; decisions on how settlement funds will be allocated within a state are subject to intrastate agreements or state statutes.

You are encouraged to discuss the terms and benefits of the *Secondary Manufacturers Settlements* with your counsel, your Attorney General's Office, and other contacts within your state. Many states are implementing and allocating funds for this new settlement the same as they did for the prior opioids settlements but states may choose to treat this settlement differently.

Information and documents regarding the Secondary Manufacturers Settlements, implementation in your state, and how funds will be allocated within your state can be found on the national settlement website at https://nationalopioidsettlement.com/. This website will be supplemented as additional documents are created.

This Participation Packet is different than the participation packet you recently received from Rubris concerning a settlement with Purdue Pharma, L.P, and the Sackler Family. The Secondary Manufacturers Settlements discussed in this Participation Packet are different than the settlement with Purdue and the Sacklers, and you may participate in the Secondary Manufacturers Settlements regardless of whether you join the Purdue and Sackler settlement.

How to return signed forms:

There are three methods for returning the executed Combined Participation Form and any supporting documentation to the Implementation Administrator:

- (1) Electronic Signature via DocuSign: Executing the Combined Participation Form electronically through DocuSign will return the signed form to the Implementation Administrator and associate your form with your subdivision's records. Electronic signature is the most efficient method for returning the Combined Participation Form, allowing for more timely participation and the potential to meet higher settlement payment thresholds, and is therefore strongly encouraged.
- (2) Manual Signature returned via DocuSign: DocuSign allows forms to be downloaded, signed manually, then uploaded to DocuSign and returned automatically to the Implementation Administrator. Please be sure to complete all fields. As with electronic signature, returning a manually signed Combined Participation Form via DocuSign will associate your signed forms with your subdivision's records.
- (3) Manual Signature returned via electronic mail: If your subdivision is unable to return an executed Combined Participation Form using DocuSign, the signed Combined Participation Form may be returned via electronic mail to opioidsparticipation@rubris.com. Please include the name, state, and

reference ID of your subdivision in the body of the email and use the subject line Combined Settlement Participation Form – [Subdivision Name, Subdivision State] – [Reference ID].

Detailed instructions on how to sign and return the *Combined Participation Form*, including changing the authorized signer, can be found at https://nationalopioidsettlement.com/additional-settlements/. You may also contact opioidsparticipation@rubris.com.

The sign-on period for subdivisions ends on October 8, 2025.

If you have any questions about executing the *Combined Participation Form*, please contact your counsel, the Implementation Administrator at opioidsparticipation@rubris.com, or the Office of the Ohio Attorney General at 800-282-0515.

Thank you,

Secondary Manufacturers Settlements Implementation Administrator

The Implementation Administrator is retained to provide the settlement notice required by the Secondary Manufacturers Settlements and to manage the collection of the Combined Participation Form.

EXHIBIT K

Secondary Manufacturers' Combined Subdivision Participation and Release Form ("Combined Participation Form")

Governmental Entity: Golf Manor village		State: OH
Authorized Official: Eric Pridonoff		
Address 1: 6450 Wiehe Rd.		
Address 2:		
City, State, Zip: Golf Manor	Ohio	45237
Phone: 513-586-1204		
Email: e.pridonoff@golfmanoroh.gov		

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to each of the settlements which are listed in paragraph 1 below (each a "Secondary Manufacturer's Settlement" and collectively, "the Secondary Manufacturers' Settlements"), and acting through the undersigned authorized official, hereby elects to participate in each of the Secondary Manufacturers' Settlements, release all Released Claims against all Released Entities in each of the Secondary Manufacturers' Settlements, and agrees as follows.

- 1. The Participating Entity hereby elects to participate in each of the following Secondary Manufacturers' Settlements as a Participating Entity:
 - a. Settlement Agreement for Alvogen, Inc. dated April 4, 2025.
 - b. Settlement Agreement for Apotex Corp. dated April 4, 2025.
 - c. Settlement Agreement for Amneal Pharmaceuticals LLC dated April 4, 2025.
 - d. Settlement Agreement for Hikma Pharmaceuticals USA Inc. dated April 4, 2025.
 - e. Settlement Agreement for Indivior Inc. dated April 4, 2025.
 - f. Settlement Agreement for Viatris Inc. ("Mylan") dated April 4, 2025.
 - g. Settlement Agreement for Sun Pharmaceutical Industries, Inc. dated April 4, 2025.
 - h. Settlement Agreement for Zydus Pharmaceuticals (USA) Inc. dated April 4, 2025.
- 2. The Governmental Entity is aware of and has reviewed each of the Secondary Manufacturers' Settlements, understands that all capitalized terms not defined in this Combined Participation Form have the meanings defined in each of the Secondary Manufacturers' Settlements, and agrees that by executing this Combined Participation Form, the Governmental Entity elects to participate in each of the Secondary Manufacturers' Settlements and become a Participating Subdivision as provided in each of the Secondary Manufacturers' Settlements.
- 3. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed against any Released Entity in each of the Secondary Manufacturers' Settlements. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity



authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice for each of the manufacturers listed in paragraph 1 above substantially in the form found at https://nationalopioidsettlement.com/additional-settlements/.

- 4. The Governmental Entity agrees to the terms of each of the Secondary Manufacturers' Settlements pertaining to Participating Subdivisions as defined therein.
- 5. By agreeing to the terms of each of the Secondary Manufacturers' Settlements 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 each of the Secondary Manufacturers' Settlements solely for the purposes provided therein.
- 7. The Governmental Entity submits to the jurisdiction of the court and agrees to follow the process for resolving any disputes related to each Secondary Manufacturer's Settlement as described in each of the Secondary Manufacturers' Settlements.¹
- 8. The Governmental Entity has the right to enforce each of the Secondary Manufacturers' Settlements as provided therein.
- 9. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in each of the Secondary Manufacturers' Settlements, including without limitation all provisions related to release of any claims, and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in each of the Secondary Manufacturers' Settlements in any forum whatsoever. The releases provided for in each of the Secondary Manufacturers' Settlements are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities in each of the Secondary Manufacturers' Settlements the broadest possible bar against any liability relating in any way to Released

² See Settlement Agreement for Alvogen, Inc. Section XI; Settlement Agreement for Amneal Pharmaceuticals LLC Section X; Settlement Agreement for Apotex Corp. Section XI; Settlement Agreement for Hikma Pharmaceuticals USA Inc. Section XI; Settlement Agreement for Indivior Section X; Settlement Agreement for Mylan Section X; Settlement Agreement for Sun Pharmaceutical Industries, Inc. Section XI; Settlement Agreement for Zydus Pharmaceuticals (USA) Inc. Section XI.



¹ See Settlement Agreement for Alvogen, Inc. Section VII.F.2; Settlement Agreement for Apotex Corp. Section VII.F.2; Settlement Agreement for Amneal Pharmaceuticals LLC Section VII.F.2; Settlement Agreement for Hikma Pharmaceuticals USA Inc. Section VII.F.2; Settlement Agreement for Indivior Section VI.F.2; Settlement Agreement for Mylan Section VI.F.2; Settlement Agreement for Sun Pharmaceutical Industries, Inc. Section VII.F.2; Settlement Agreement for Zydus Pharmaceuticals (USA) Inc. Section VII.F.2.

Claims and extend to the full extent of the power of the Governmental Entity to release claims. Each of the Secondary Manufacturers' Settlements shall be a complete bar to any Released Claim against that manufacturer's Released Entities.

- 10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in each of the Secondary Manufacturers' Settlements.
- 11. In connection with the releases provided for in each of the Secondary Manufacturers' Settlements, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

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

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims in each of the Secondary Manufacturers' Settlements, 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 each of the Secondary Manufacturers' Settlements.

- 12. The Governmental Entity understands and acknowledges that each of the Secondary Manufacturers' Settlements is an independent agreement with its own terms and conditions. Nothing herein is intended to modify in any way the terms of any of the Secondary Manufacturers' Settlements, to which Governmental Entity hereby agrees, aside from the exceptions in paragraph 13 below. To the extent this Combined Participation Form is interpreted differently from any of the Secondary Manufacturers' Settlements in any respect, the individual Secondary Manufacturer's Settlement controls.
- 13. For the avoidance of doubt, in the event that some but not all of the Secondary Manufacturers' Settlements proceed past their respective Reference Dates, all releases and other commitments or obligations shall become void *only as to* those Secondary Manufacturers' Settlements that fail to proceed past their Reference Dates. All releases and other commitments or obligations (including those contained in this Combined Participation Form) shall remain in full effect as to each Secondary Manufacturer's Settlement that proceeds past its Reference Date, and this Combined Participation Form need not be modified, returned, or destroyed as long as any Secondary Manufacturer's Settlement proceeds past its Reference Date.



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

Signature: EM/Indus

Name: Eric Pridonoff

Title: Acting Administrator

Date: 2015



RESOLUTION NO. 2025 - 27

A RESOLUTION AUTHORIZING VILLAGE ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH THE OWNER OF THE PROPERTY LOCATED AT 6055 STOVER AVENUE, GOLF MANOR, OHIO AUDITOR'S PARCEL NUMBER 528-0002-0250-00 PURSUANT TO ORC § 715.26 FOR THE OWNER TO RAZE THE STRUCTURE THERON

WHEREAS, Golf Manor Ordinance No. 2019-3 adopted the International Property Maintenance Code, which provides for the demolition of property that is, in the Code Official's judgment so old, dilapidated, or has become so out of repair as to be dangerous, unsafe, unsanitary, or otherwise unfit for human cohabitation or occupancy, and such that it is unreasonable to repair the structure; and

WHEREAS, the property located at 6065 Stover Avenue, Golf Manor, Ohio (hereinafter, "the property") is so dilapidated and out of repair as to be dangerous, and unsafe and that it is unreasonable to repair the structure, as provided under O.R.C. §715.26 (B), and the structure thereon has been determined by Code Official James Puthoff to be dilapidated and out of repair as to be dangerous, unsafe, and unfit for human cohabitation or occupancy, and that it is unreasonable to repair the structure; and

WHEREAS, the owner of the property is desirous of razing the structure on the real estate rather than the Village doing so; and

WHEREAS, the Village Council is desirous of the structure being razed by the owner rather than the Village.

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

SECTION I.

The structure located at 6055 Stover Avenue, Golf Manor, Ohio, parcel no. 528-0002-0250-00 is hereby declared to be unsecure, unsafe, and structurally defective such that it is dangerous, unsafe, and unfit for human cohabitation or occupancy, and that it is unreasonable to repair such structure.

SECTION II.

Pursuant to Golf Manor Ordinance 2019-3, and O.R.C.§715.26, such structure shall be demolished, razed, and removed. The owner of the property and the Village shall enter into an agreement, substantially pursuant to the terms on the attached, for the owner to conduct the demolition of the structure.

ADOPTED this 15th day of September, 2025.

Mayor Stephen C. Densmore	

ATTEST:

Eric Pridonoff, Clerk Treasurer

APPROVED AS TO FORM:

Robert T. Butler, Solicitor

rob butler

From:

Lehnert, Joseph E. <JLehnert@KMKLAW.com>

Sent:

Friday, September 12, 2025 11:26 AM

To:

Rob-RTBlaw@outlook.com

Subject:

6055 Stover Ave

Rob.

In follow up to our recent discussions, the owner of 6055 Stover Ave. proposes, in lieu of council passing an ordinance razing the property, that council approve Golf Manor entering into an agreement with the owner for the owner to demolish the building itself. As discussed, our contractor's preliminary estimate is 3-4 weeks to obtain all permits and get utilities disconnected, followed by 1-2 weeks to demolish. However, that estimate assumes no asbestos and we must also account for other contingencies, like permitting backlog or weather. We would proposed demolishing the building on or before November 15, 2025, with the ability for the parties to extend that deadline if a contingency arose outside either party's control.

Thanks,

Joe

Joseph E. Lehnert (he/him/his)

Partner
JLehnert@KMKLAW.com

KMK | Law

Keating Muething & Klekamp PLL

One East Fourth Street | Suite 1400 | Cincinnati, OH 45202 | Map

Direct: (513) 639-3929 | Fax: (513) 579-6457 kmklaw.com | KMK on LinkedIn | KMK on Twitter

Confidentiality Statement: This e-mail contains information that is intended to be privileged and confidential. It is intended only for the addressee named above. If you receive this e-mail in error, please do not read, copy or disseminate it in any manner. If you are not the intended recipient, any disclosure, copying, distribution or use of the contents of this information is prohibited. Please reply to the message immediately by informing the sender that the message was misdirected. After replying, please delete it from your computer system. Your assistance in correcting this error is appreciated.

ORDINANCE NO. 2025 -6

AN ORDINANCE ADOPTING THE 2024 EDITION OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE

WHEREAS, in 2019, the Village of Golf Manor did adopt the 2018 Edition of the International Property Maintenance Code regulating and governing the conditions and maintenance of all property, buildings and structures within the Village; and

WHEREAS. Council does desire to adopt the 2024 Edition of the International Property Maintenance Code to empower the Administration to properly police and maintain all property. buildings and structures within the Village to assure a safe and vibrant Village for the benefit of our residents, businesses and guests.

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

SECTION I.

Except as may be further amended in Section II hereof, Council does hereby adopt and approve as the Property Maintenance Code for the Village of Golf Manor the 2024 Edition of the International Property Maintenance Code as copyrighted and published by the International Code Council, three copies of which shall remain on file with the office of the Village Administrator and are adopted herein by reference as if made a part hereof and fully set forth within the Ordinance. This Code shall govern the condition and maintenance of all property, buildings and structures within the Village by providing the standards for the maintenance and occupancy of such structures and property essential to ensure that such structures are safe, sanitary and fit for occupation and use. This Code also shall provide the enforcement methods necessary to properly secure such properties, and if necessary to condemn such properties as unfit for human occupancy and use, and to further provide for the abatement of such unsafe conditions including condemnation and demolition of such properties, as necessary, to enforce such Code.

SECTION II.

Amendments to the 2024 International Property Maintenance Code to conform to the terms and conditions of such Code as applicable to the Village of Golf Manor are as follows:

A. Section 102.3 of the International Property Maintenance Code – 2024 Edition ("2024 IPMC") is modified to read as follows:

102.3 Application of Other Codes

Repairs, additions or alternations to a structure or changes of occupancy shall be done in accordance with the procedures and provisions of the appropriate Building, and related Plumbing and Electrical Codes, Fire Code and Zoning Code. Nothing in this Code shall be construed to cancel, modify or set aside any provisions of any other Code.

- B. Section 104.3 of the 2024 IPMC shall be deleted as there shall be no separate fee nor charge for inspection or permitting under the Code except as otherwise provided herein.
- C. Section 107.3 of the 2024 IPMC shall be amended to read as follows:

107.3 Prosecution of Violation

Any person failing to comply with a Notice of Violation or other Order served in accordance with this Code shall be charged with a misdemeanor as provided herein. If the Notice of Violation is not complied with, the Code Official may institute the appropriate proceedings at law or in equity to restrain, correct or abate such violation, or to require the removal or termination of the unlawful occupancy of the structure in violation of the provisions of this Code or the Order or direction made pursuant thereto. Any corrective action taken by the authority having jurisdiction over such premises or structure shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate as provided herein.

D. Section 107.4 2024 IPMC is hereby amended as follows:

107.3 Violation Penalties

Any person who shall violate a provision of this Code or fail to comply therewith, or with any of the requirements thereof, shall be charged with a minor misdemeanor violation. Each day that a violation continues after appropriate Notice has been served shall be deemed a separate offense. The first violation and conviction shall be a Minor Misdemeanor punishable by a fine of up to One Hundred Fifty Dollars (\$150). If within one year of the offense the offender previously has been convicted of or pleaded guilty to a same or similar violation of this Code, the person shall be guilty of a Misdemeanor of the Fourth Degree. If within one year of the offense the offender previously has been convicted of or pleaded guilty to a third offense of this Code, the person shall he guilty Misdemeanor of the Third Degree. If within one year of the offense the offender previously has been convicted of or pleaded guilty to a fourth offense of this Code, the person shall be guilty of a Misdemeanor of the Second Degree. If within one year of the offense the offender previously has been convicted of or pleaded

- guilty to a fifth or more offense of this Code, the person shall be guilty of a Misdemeanor of the First Degree.
- E. Sections 107.1, 107.2 and 107.3 of the 2024 IPMC shall be deleted and replaced as follows:

107.1 Notice of Violation

A. Whenever the Code Official determines that there has been a violation of this Code or a condition exists which would be a violation of this Code, the Code Official shall serve a Notice of Violation ("Notice" or "Notice of Violation") on all persons, firms or corporations, or the agent or property manager of a person, firm or corporation identified as the owner or occupant of such property found to be in conflict with or in violation of any of the provisions of this Code.

B. Form of Notice of Violation

When the Code Official determines that there has been a violation of this Code or has grounds to believe that a violation has occurred. Notice shall be given in accordance with the following:

- (1) The Notice shall be in writing;
- (2) The Notice shall be sent to or directed to the person, firm or corporation listed by the Hamilton County Auditor's office as the owner of the property or the person, firm or corporation identified as the occupant of such property. Such Notice may also be sent or directed to the agent or property manager of a person, firm or corporation identified as the owner or occupant of such property:
- (3) The Notice shall include a description of the property that is sufficient for identification purposes;
- (4) The Notice shall include a statement of the violation(s) determined to exist on the property with specific references to the section or sections of this Code alleged to have been violated;
- (5) The Notice shall include a description of the corrective action which must be taken to bring the property into compliance with the provisions of this Code:

- (6) The Notice shall include a deadline by which time the person receiving the Notice shall be required to take the necessary corrective action required to bring the property into compliance with the provisions of this Code; and
- (7) The Notice shall inform the person or entity to whom addressed of the right to appeal such Notice of Violation.

C. Method of Service

The Notice of Violation shall be deemed to be properly served if a copy thereof is:

- (1) Delivered personally;
- (2) Sent by certified or First Class Mail addressed to the occupant of such property or to the owner of the property at the address listed as the owner's tax mailing address by the Hamilton County Auditor. If the address for the owner appearing on the tax list of the Auditor's office is that of a lending institution or other person or entity clearly recognizable as not being the owner of such property, then written Notice shall be mailed to such institution, person or entity at the listed address and to the named owner(s) at the street address of the property;
- (3) Sent by certified or U.S. Mail addressed to the owner's last known address; or
- (4) Posted in a conspicuous place in or about the structure affected by such Notice.

D. Extension of Compliance Deadline

The Code Official may, at his/her sole discretion, extend the deadline previously stated in the Notice of Violation for corrective action to bring a property into compliance in cases where good cause is demonstrated. In the event such an extension is granted, the Code Official shall notify the property owner, occupant or agent of the extension in the same form and pursuant to the same method of service required in Division C of this section. Any such Notice of Extension shall specifically state the revised deadline by which time the person or entity receiving the extension shall be required to take the necessary corrective action to bring

the property into compliance with the provisions of this Code.

- F. Section 108.3 of the 2024 IPMC shall be amended to recognize the method of service of Notice and the appropriate form of Notice consistent with Section 107.1 of this amended Code.
- G. Section 111, *Means of Appeal*, of the 2024 IPMC is hereby deleted and replaced with the following:

111.1 Application for Appeal

Any person directly affected by a decision of the Code Official shall have the following rights of appeal:

(a) Appeal of an Emergency Order

Any person ordered to take emergency measures under Section 109 upon a determination of *Imminent Danger* by the Code Official shall comply with such Order within the time allowed by the Code Official unless such Notice is appealed to the Village Administrator within three days of the date of Notice from the Code Official. The Village Administrator may modify or reverse the decision of the Code Official or may refer the appeal to the Planning Commission acting as the Board of Zoning Appeals for a hearing. If the matter is referred by the Village Administrator to the Planning Commission for hearing, such hearing shall be held consistent with the provisions of this Section 111 of the Code and the emergency Order shall be stayed until such hearing has been completed.

(b) Application for Appeal to the Planning Commission

Unless another timeline or process is set forth herein, any person affected by a decision of the Code Official or a Notice or Order issued under this Code shall have the right to appeal to the Planning Commission acting as the Board of Zoning Appeals, provided that a written application for appeal is filed within twenty days of the date of the Notice, Decision or Order from the Code Official. Thereafter, the Planning Commission shall hold a hearing at its next regularly scheduled meeting. Provided, however, the Commission Chair may call a special meeting if circumstances are appropriate to hold a hearing before the next regularly scheduled meeting. An application for an appeal shall be based upon a claim that the true intent of this Code or the rules legally adopted thereunder have been incorrectly

interpreted, the provisions of this Code do not fully apply, requirements of this Code are adequately satisfied by other means, or the strict application of any requirement of this Code would cause undue hardship. A meeting of the Planning Commission to hear such appeal shall be a public meeting. No advanced Notice to surrounding property owners nor advance Notice by publication to property owners is required prior to such appeal hearing. The Planning Commission may affirm, modify or reverse the decision of the Code Official only by a concurring vote of a majority of the total number of appointing members to the Commission.

- (c) The Code Official shall take immediate action in accordance with the decision of the Commission.
- (d) Appeals of a Notice or Order (other than a Notice of *Imminent Danger*) shall stay enforcement of the Notice or Order until the appeal is heard by the Commission.
- H. Section 108.4 of the 2024 IPMC is hereby amended as follows:

108.4 Failure to Comply

Any person who shall continue any work after being served with a Stop Work Order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be charged with a Minor Misdemeanor and may be fined upon conviction in an amount up to One Hundred Fifty Dollars (\$150). If within one year of the offense the offender previously has been convicted of or pleaded guilty to a same or similar violation of this Code, the person shall be guilty of a Misdemeanor of the Fourth Degree. If within one year of the offense the offender previously has been convicted of or pleaded guilty to a third offense of this Code, the person shall be guilty of a Misdemeanor of the Third Degree. If within one year of the offense the offender previously has been convicted of or pleaded guilty to a fourth offense of this Code, the person shall be guilty of a Misdemeanor of the Second Degree. If within one year of the offense the offender previously has been convicted of or pleaded guilty to a fifth or more offense of this Code, the person shall be guilty of a Misdemeanor of the First Degree.

- I. Section 302.4 of the 2024 IPMC shall be deleted as *Weeds* are governed by the Village Nuisance Code.
- J. Section 304.14 of the 2024 IPMC shall be amended to insert April 1 through October 31 as the appropriate dates.

K. Sections 602.3 and 602.4 of the 2024 IPMC shall be amended to insert November 1 through March 31 as the appropriate dates.

SECTION III.

The Administration from time to time shall ascertain and present to Village Council a schedule for the internal costs associated with enforcement and abatement action under this Code. Council by motion shall approve such internal costs which shall be deemed to be reasonable and necessary expenses incurred for abatement of any Code violation. Such cost as appropriate shall be charged as a lien against the real estate as permitted under Chapter 715 of the Ohio Revised Code.

SECTION IV.

All Ordinances or parts of Ordinances inconsistent herewith are hereby repealed.

SECTION V.

All sections, subsections, parts and provisions of this Ordinance are hereby declared to be independent sections, subsections, parts and provisions, and the holding of any section, subsection, part or provision to be unconstitutional, void or ineffective for any reason shall not affect or render invalid any other section, subsection, part or provision of this Ordinance.

SECTION VI.

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

PASSED this 15th day of September, 2025.

	Mayor Stefan C. Densmore
ATTEST:	
Eric Pridonoff, Clerk of Council	_

Robert T. Butler, Solicitor

APPROVED AS TO FORM: