

**URBANA CITY COUNCIL
REGULAR SESSION MEETING**

March 7, 2023

(To be held in the Training Room on the 3rd Floor of the Municipal Building)

Urbana City Council meetings will now be streamed via Facebook Live. These live streams can be found by visiting the City Council of Urbana, Ohio Facebook page via clicking on the link on the City Council's website: <https://www.urbanaohio.com/city-council.html>

All comments must continue to be made in person. Due to this, the ability to comment on City Council Facebook streams will be disabled.

- **Call to Order**
- **Roll Call**
- **Pledge of Allegiance**
- **Approval of Minutes:** Urbana City Council Regular Meeting Minutes of February 21, 2023 and the Work Session Minutes of February 28, 2023.
- **Communications:**
 1. **Public Notice – North Central Ohio Solid Waste District** (See Attached)
- **Board of Control:** None

Citizen Comments: (In Person Only; Must Sign-in)

Ordinances and Resolutions

Old Business:

Third Reading: None

Second Reading: None

New Business:

First Reading:

Resolution 2658-23: A resolution designating March 2023 as Developmental Disabilities Awareness Month. (One reading required)

Ordinance 4589-23: An ordinance determining to proceed with the improvement of Miami Street and Bloomfield Avenue in the City of Urbana, County of Champaign, Ohio by constructing or repairing curbs, gutters, driveway approaches and appurtenances thereto

on a section of Miami Street between Walnut Street and Edgewood Avenue and on a section of Bloomfield Avenue between North Main Street and the railroad crossing, and declaring an emergency. (Three readings required)

Ordinance 4590-23: An ordinance authorizing the Director of Administration to accept the material terms of the 2022 National Opioid Settlements pursuant to the OneOhio Memorandum of Understanding and consistent with the terms of the 2022 National Opioid Settlements and to sign the Teva, Allergen, CVS, Walgreens, and Walmart participation forms. (One reading required)

Ordinance 4591-23: An ordinance to add Section 521.13 “Retail Display Prohibited Before or After Business Hours” and to amend Section 521.04 to include retail displays. (Three readings required, public hearing required)

Resolution 2657-23: A resolution to authorize final approval between the City of Urbana, Champaign County, Ohio and Ohio Department of Transportation for pavement planing and resurfacing of United States Route 36 from the Western Corporation Limits (SLM 14.04) to Walnut Street (SLM 14.88), reference PID No.: 108875, County/Route/Section: CHP US 36 14.04, and declaring an emergency. (One reading required)

- **Department Liaison Reports:**
 - **Miscellaneous Business:**
 1. Council
 2. Administration
 3. Council Clerk
 - **Next Meeting:** Tuesday, March 21, 2023
 - **Adjourn**
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**URBANA CITY COUNCIL
REGULAR SESSION MEETING
TUESDAY, FEBRUARY 21, 2023**

President Hess recalled the City of Urbana Regular Session Meeting to order at 6:00 pm.

City Staff attending: Director of Law Mark Feinstein, Director of Administration Kerry Brugger, Community Development Manager Doug Crabill, and Fire Chief Dean Ortlieb.

President Called Roll: Ms. Jumper, absent; Mr. Scott, present; Mr. Paul, present; Ms. Truelove, present; Mr. Thackery, present; Mrs. Collier, present; and Mrs. Bean, absent.

Minutes

Mr. Thackery moved to put the minutes of February 7, 2023 on the floor for discussion and possible approval. Mr. Scott seconded.

No comments/corrections were made by Council.

Voice vote on approval of the minutes: all ayes; nays, none.

Motion passed 5-0

Communications:

1. Simon Kenton Pathfinders – 2022 Year in Review Newsletter (see attached)
2. Champaign County 2023 Career Expo Flyer (see attached)
3. Clark Shaefer Hackett planning letter dated January 18, 2023 (see attached)
4. Champaign Countywide Public Safety Communications Center Council of Governments 2022 Financial Report (see attached)

Mr. Scott moved to put the communications on the floor for discussion. Mr. Paul seconded.

Mr. Scott congratulated Mr. Crabill for the nice spot in the newsletter. Mr. Crabill thanked him but stated the purpose of the communication was to show Pathfinders had been around for 125 years. He also stated they had bought a turbine blower that can go behind a vehicle and clean the trail.

Mr. Paul stated that there were two items on page two of the planning letter that mentioned significant risks of material misstatement. He asked if there were any information on that those were. Mr. Brugger stated it was a formality receiving the letter. He would make a note to ask Ms. Boettcher.

Mr. Thackery asked what the LEADS program was in the Public Safety Financial Report. Mr. Feinstein stated it stood for the Law Enforcement Automated Data System and was the program law enforcement uses to run records.

Voice vote for acceptance of the communication. All ayes, nays none.

Administrative Reports – Board of Control: None

Citizen Comments: None

ORDINANCES AND RESOLUTIONS

Third Reading: None

Second Reading: None

First Reading:

Ordinance 4588-23: An ordinance delineating an overlay in relation to the proposed Dugan Place Incentive District within the City of Urbana, Ohio; and adopting a written economic development plan as to same, all pursuant to Ohio Revised Code Section 5709.40(C). (One reading required)

Mr. Thackery moved to put this ordinance on the floor for discussion and possible passage. Mr. Paul seconded.

Mr. Crabill stated Council was obviously aware of the Dugan Place project behind Walmart. This ordinance is the first prerequisite to establish the TIF. Mr. Crabill informed Council all this ordinance does is establish an overlay and adopt a written development plan. It is important to establish that the current resources are inadequate and this TIF is needed. Mr. Crabill added that Exhibit B mirrors the preliminary development plan passed last year. Mr. Crabill stated that the City has also restarted the dialogue with the school board and the County Commissioners will also have input down the road.

Mr. Thackery asked if this will include the Walmart building. Mr. Crabill stated the TIF is specific to the parcel Dugan Place will be developed upon. This rectangle is solely the depiction as to the area where the TIF will be inside as required by statute. The intention is not for Walmart to be in the TIF itself. Mr. Feinstein added that the TIF is also a tool just to help finance the infrastructure improvements.

Ms. Truelove stated her desire to be honest that she was not real comfortable in the whole development, but believes she will come around.

Mr. Scott stated the rectangle also encompassed the Memorial building. He asked if this would allow them to get something for infrastructure in this lot out back. Mr. Crabill stated the current TIF will only encompass the 93-acre parcel of Dugan Place. Mr. Scott asked if they could apply for a TIF in the future. Mr. Crabill stated they could possibly develop the property. At that time, they would have to show that the residents would benefit from any improvements.

Roll call on passage: Mr. Scott, yes; Mr. Paul, yes; Ms. Truelove, yes; Mr. Thackery, yes; and Mrs. Collier, yes.

Ordinance passes 5-0.

Resolution 2655-23: A resolution confirming the appointments of Neil D. Evans and R. Paul Waldsmith to the City of Urbana's Community Reinvestment Area Housing Council. (One reading required)

Mr. Paul moved to put this resolution on the floor for discussion and possible passage. Mr. Scott seconded.

Mr. Crabill informed Council that after the CRA was passed recently, this resolution is something that is required to go with it. The Housing Council had been in hiatus for the past year but needed to be brought back. Two of the seven members are appointed by Council via this resolution. The Mayor had already appointed his two representatives.

No comments/questions from Council.

Roll call on passage: Mr. Paul, yes; Ms. Truelove, yes; Mr. Thackery, yes; Mrs. Collier, yes; and Mr. Scott, yes.

Resolution passes 5-0.

Resolution 2656-23: A resolution in support of economic development related applications to the JobsOhio Vibrant Communities Program and the Ohio Historic Preservation Tax Credit Program as part of the private redevelopment of the former Willman Furniture buildings now owned by Willman Sellman Improvements LLC and further known as 215 North Main Street and 217 North Main Street, and declaring an emergency. (One reading required)

Mr. Thackery moved to put this resolution on the floor for discussion and possible passage. Mrs. Collier seconded.

Mr. Crabill informed Council that Willman Furniture closed in September. He stated that in the last couple of weeks, Jamon Sellman closed on the property. The intention is to have a coworking and incubator space on the lower floor and nine residences on the upper floors. JobsOhio has created a grant program in smaller communities to bring projects to fill a need for new investment. Mr. Sellman plans on applying in the March round of grants. This resolution signals Council's support. Mr. Crabill informed Council that Mr. Sellman and Sarah Mackert were present.

Mr. Sellman stated the summary was relatively complete. He stated these grants were crucial as opposed to needing to self-fund the project. The goal is to recreate the life cycle in downtown.

Ms. Mackert informed Council the ground floor is approximately 7,500 square feet. This project is an attempt to round out the amenities of downtown. As a result of the feasibility survey, Champaign County has the fewest downtown jobs of any adjacent county. It also does not have a co-working space. The goal is to bring programming (workshops) each month with a different focus.

Mr. Paul asked what would be the timeline for the apartments if everything went to plan. Mr. Sellman stated the grant process really dictates the timeline. He has already filed the first parts of the grant application. An award would be distributed by the end of June. He is also trying to align everything to be in motion for construction by August. He anticipated construction to take twelve to eighteen months. The ground floor would then be constructed after the upstairs residences.

Mr. Thackery stated the City of Urbana was blessed to have the both of them here. It makes a huge difference to downtown Urbana.

Roll call on passage: Ms. Truelove, yes; Mr. Thackery, yes; Mrs. Collier, yes; Mr. Scott, yes; and Mr. Paul, yes.

Resolution passes 5-0.

Department Liaison Reports:

Ms. Truelove stated she was waiting for Friday.

Mr. Thackery stated there was a lot going on in the City.

Ms. Collier stated the Safety Meeting had been moved from March 9th to March 16th at 5 pm in the training room.

Miscellaneous Business:

Mr. Paul stated he recently went through the 2022 Year in Review. He asked Chief Ortlieb how personnel were going. Chief stated the interviews would occur tomorrow, with a recommendation thereafter to the Director of two applicants from the four. Then, it usually takes a three to five-week turnaround for physicals. Mr. Paul added it was impressive to see all of the training hours. Mr. Paul noted the law department prosecuted 3,000 cases and 4,500 charges. Mr. Feinstein added it was important to note that the law department seeks justice rather than convictions.

Mr. Paul then asked the status of the RC track with the stands being a structural liability. Mr. Brugger stated they would be coming down as the usage has dwindled to basically nothing.

Mr. Paul asked about the police application status. Mr. Brugger stated there was one more week for applications.

Mr. Paul noted that the City has begun servicing all service doors quarterly. He stated it says a great deal about the progress as previously the City's main concern was solely putting out fires. It's great to focus on smaller things because the bigger things have already received attention.

Mr. Paul noted that 5% of the City's water reclamation users used 35% of the water. Finally, he thought it was amazing that the street sweeper collected over 30,000 pounds of garbage.

Mr. Thackery echoed Mr. Paul about looking forward. He stated it was a real comfort. He is also excited about Willman, Aldi's coming soon, and rumors about a potential Starbucks. He also added the DORA meetings have been moving forward rapidly.

Mr. Brugger reminded Council about the work session next Tuesday. He stated the outline should be out by the end of the week.

Mr. Brugger also stated that it was significant people are seeing the potential for the older buildings and reclamation in the City. He stated a lot of these things go back to the housing study a few years ago. That was important to put the money out there at the time and the City is now seeing the results. He believed Urbana is trying to be a “City of Maybe” instead of a “City of No”. It is important to find middle ground with potential parties to work projects out.

Fire Chief Ortlieb stated the Safety Meeting will be talking about the solar eclipse in 2024. When the 2017 eclipse occurred in Kentucky, their resources were overwhelmed with the droves of people coming into the area. There is some planning needed on our part to make sure we’re prepared.

Mr. Crabill stated the Visitor’s Bureau also has the eclipse on its agenda. He also stated Council will see a lot more movement soon regarding Dugan Place.

Council Clerk Steffan stated that he had been working with sound engineers to reduce the feedback that is sometimes audible during Council broadcasts.

Ms. Truelove moved to adjourn. Mr. Paul seconded. Voice vote on approval: all ayes, nays none. Motion passes 5-0.

ADJOURNED AT 6:52 p.m.

NEXT SCHEDULED MEETING – WORK SESSION
February 28, 2023 at 6:00 p.m.

Council Clerk

Council President

**URBANA CITY COUNCIL
WORK SESSION MINUTES
TUESDAY, FEBRUARY 28, 2023**

President Pro Tempore Paul called the City of Urbana Work Session to order at 6:00 pm.

City Staff attending: Community Development Manager Doug Crabill, Superintendent of Public Works Chad Hall, Mayor Bill Bean, Director of Administration Kerry Brugger, Director of Finance Chris Boettcher, City Engineer Tyler Bumbalough, Water Superintendent Joe Sampson, and Fire Chief Dean Ortlieb

City Council: President Hess, absent; Ms. Jumper, present; Mr. Scott, present; Mr. Paul, present; Ms. Truelove, present; Mr. Thackery, present; Ms. Collier, absent; and Ms. Bean, present.

Future Capital Projects Overview

Mr. Brugger stated that the list of infrastructure projects the City is planning are being budgeted for the next two to five years. The list was not intended to be all-inclusive. Mr. Brugger also stated that some of these projects are pretty well-committed due to taking multiple years of planning.

Street Reconstruction/Paving

Mr. Bumbalough stated that Miami Street has already had its preliminary legislation, with the final legislation to be introduced at the next meeting. The project is currently out to bid. Only one company has picked up the packet so far. Bids are due by March 7th.

The S. High Street will be filed with ODOT tomorrow. It requires waiting for federal approval. It has been allotted for multiple years for construction, depending on when everything comes through. The main risk factor is utility interference with CT Communications not yet moving their lines. This project will go block-by-block with final paving at the end.

Mr. Bumbalough stated the asphalt program will include full depth reclamation for East Twain Avenue and Logan Street. This is the trucking route for Heritage and the City wishes to ensure these roads will last. Bloomfield Avenue and East Light Street are also on the paving list.

The next three ODOT paving projects have been scheduled for 2025-2027. The plan is to do the curb and gutter projects before paving. Also, there is the need to upsize the sanitary sewer on Oakland Avenue prior to that paving due to the demand by Trutech.

Street and Traffic

Mr. Bumbalough stated the City is dealing with aging signals, built around the year 2000. The main objective is to preserve the poles and some hardware. The City is on schedule to have a study completed in 2024.

Mr. Hall stated it has been estimated around \$3,000,000 for full replacement of all guts and signal heads. Typically, the City is budgeted around \$12,000 each year for signal repairs. The past five years have been drastically over budget.

Mr. Bumbalough stated the City has awarded the contracts for new curb ramps to DL Smith Concrete. A lot of this is funded through grant money. The goal is to make these areas ADA compliant. Construction is slated to start March 20th.

Mr. Hall stated that the City has conducted a sign inventory of all City street signs. With the use of six to eight different questions, the City has created a condition report to know the status of all signs.

Mr. Hall also stated it is in the budget to replace the salt barn this year. It was cheaper to build a hoop style barn that it would be to replace the roof of the current barn. Also, the City is starting to look into a new garage and office complex, potentially in 2025. This would be a single complex to house everything. It would replace the current separate garage, shop, heated bay and office building. Finally, Mr. Hall added that the City is looking into replacing the current plow truck. He's unsure if it can be achieved and the City is looking into possible leasing. New plow trucks would run around \$200,000 after all the proper equipment is added.

Mr. Bumbalough stated the City is on track to address the trail crossing in 2025. An ODOT grant also paid for design. The Miami Street crossing would be slightly simpler, requiring better reflector lights. The Main Street crossing would involve narrowing the road to make the crossing shorter.

Mr. Bumbalough also stated the Gwynne Street Bridge, erected in 1973, is also on track to be addressed. The City has done some maintenance over the last ten years. Now, it is looking at the larger scale to address the main issues of water infiltration and rust. The goal is to replace the joints altogether and work on underdrains away from the metal. The engineering is preliminarily projected at \$40,000 to \$50,000 with the actual work itself estimated between \$150,000 and \$200,000.

Water

Mr. Hall stated the booster station replacement has already been bid out and the City is currently following the schedule.

The City will assume the ownership of the Old Troy Pike GAC in 2024. The City is currently under contract with the EES for a feasibility study.

A new water tower on the east side of the City near Dugan Place is in the preliminary planning stages. Mr. Sampson stated that it could cost upwards of \$8 to \$10 million.

The water line replacement projects are also in the planning stages. DEFA grant nominations are due next March. An issue for Eichelberger Drive is that all utilities are in the rear of the properties.

Sewer

Mr. Hall stated that unfortunately, the City will have to come back through Miami Street after the fact to replace and upsize the interceptor at Miami Street due to potential Trutech expansion in the future. The Trutech pipe will need to be replaced and upsized to 6". It was installed in 1981 and is an oddball shape, making it impossible to find parts.

Mr. Hall stated the plant capacity is in good shape. The reason for these interceptor projects is to make sure the routing is alright and eliminating pinch points.

Lining improvements are also scheduled to be conducted in the next three years. The City did Monument Square and a block in each direction last year at night, which meant most people didn't even know the City did it.

Stormwater

Mr. Hall indicated the South High Street reconstruction will add 88 catch basins. The railroad extension will eliminate a key pinch point and extend a previously capped line. The West Ward Street area is also one of the worst areas in the City for puddling.

Mr. Hall also stated the Maple Tree Holding Pond has been silted in. Water tends to go towards the property line, up to a couple of feet within a residential fence. He believed the City probably won't be able to do this in house as it does not have the equipment large enough to handle such a job.

Economic/Community Development

Mr. Crabill stated that the next step for the Dugan Place TIF is for Mr. Bumbalough to certify that the infrastructure is deficient. He added that the conversation has been reopening with the school district. The preliminary proceeds from the TIF would be used toward developing the Lippencott Lane extension.

Mr. Crabill stated that the concepts plan focused on potential development around Dugan Place. The pre-annexation agreement is for the area of land across from La Palma. The current owners are looking to sell the property to someone who wishes to develop it.

Fire

Mr. Bumbalough stated that after the paving and asphalt design was completed, the focus would shift to replace the concrete apron around the Municipal Building. This would stretch from Main Street to the drive approach at the parking lot. He stated the project would potentially install a catch basin to catch the water from washing fire trucks.

Chief Ortlieb stated in the training tower demolition, it was needed to create an egress and also to complete façade work. The Fire Division is also working on the previously approved medic. The big hang-up is the chassis. Ford is not giving any dates in when the chassis will be ready. Finally,

Chief Orlieb stated it was in the budget this year to potentially go after a grant for a new ladder truck.

Airport

Mr. Brugger stated the City has been working with an FAA grant for the resurfacing of taxi lanes E & F. This grant will only fund the piece of the project that aircraft use during taxiing, not the local blacktop away from the direct taxiing path. This grant covers 90% of the eligible costs. The State covers 5% with the City covering the remaining 5% as well all of the ineligible costs. Part of the delay with this project was to make sure that all of the figures lined up.

Mr. Brugger informed Council that nothing was really moving with the Grimes hangar project. Other, more urgent, projects have jumped ahead of it. The roof and siding are starting to show issues. Mr. Brugger also stated the runway extension project was also theoretically still out there.

Members of Council thanked the City for all of their hard work and foresight to be able to plan out these infrastructure projects to keep the City running smoothly. Mayor Bean ended the work session by thanking the individual City departments for being excellent at their jobs and being able to handle such projects.

WORK SESSION COMPLETED AT 7:32 p.m.

NEXT SCHEDULED MEETING

March 7, 2023, at 6:00 p.m.

Council Clerk

Council President

PUBLIC NOTICE – NORTH CENTRAL OHIO SOLID WASTE DISTRICT
Public Comment Period and Public Hearing for Draft Solid Waste Management Plan

The North Central Ohio Solid Waste District (District) is establishing a 30-day written comment period (Wednesday, March 1, 2023, until Thursday, March 30, 2023) on the draft solid waste management plan (Ohio Revised Code Section 3734.55). The District has prepared a draft solid waste management plan as required by Section 3734.54 of the Ohio Revised Code. Once the 30-day written comment period is over, the District will hold two public hearings to obtain oral comments regarding the draft Solid Waste Management Plan Update on Monday, April 3, 2023, at the Union County Office Building, 233 West 6th Street, Commissioners Hearing Room, Marysville, Ohio at 9:00 am, and at the Allen County Court of Appeals, 204 N. Main Street, 1st Floor Conference Room, Lima, Ohio at 11:30 am.

The draft plan is available for review on the District's Website at: www.ncowaste.org or at the following locations:

North Central Ohio Solid Waste District
815 Shawnee Road, Suite D
Lima, OH 45805

Allen County Commissioners Office
204 North Main Street, Suite 301
Lima, Ohio 45801

Champaign County Commissioners Office
1512 South US Hwy 68, Suite A100
Urbana, Ohio 43078

Hardin County Commissioners Office
One Courthouse Squire, Suite 100
Kenton, Ohio 43326

Madison County Commissioners Office
1 North Main Street
London, Ohio 43140

Shelby County Commissioners Office
129 East Court Street
Sidney, Ohio 45365

Union County Commissioners Office
233 West Sixth Street
Marysville, Ohio 43040

Please call (419) 228-8278 with
any questions about the Plan Update
or the opportunity to review a copy.

The District will accept written comments, as required by Ohio Revised Code Section 3734.55, on the draft Plan Update from March 1, 2023 – March 30, 2023. Written comments must be submitted by March 30, 2023, to Mr. Jack DeWitt, NCO Solid Waste District, 815 Shawnee Road, Suite D, Lima, Ohio 45805, or by email to: jack@ncowaste.org. Please call (419) 228-8278 with any questions about the draft Plan Update, public comment period or public hearing.

The draft Plan Update includes a budget and fees to finance the Plan, a solid waste facility inventory, projections and strategies, facilities and programs to be used, and an analysis of the progress made toward achieving state solid waste reduction goals. The Plan Update includes six chapters that are prepared specifically for the public's review. They include: Introduction, District Profile, Waste Generation, Waste Management, Waste Reduction and Recycling and Budget.

This draft is an update to a previously approved solid waste plan. This Plan Update details the following: Recycling Infrastructure Inventory, Population Data, Disposal Data, Residential/Commercial/Industrial Recycling Data, Waste Generation Data, a Strategic Evaluation of Old and New Proposed District Programs, Methodology to Select Program Priorities, Achievement of State Recycling Goals, Education and Outreach Programs, Greenhouse Gas Emissions Calculations, Financial Data, Designation of Facilities, and a updated Siting Strategy.

The draft plan includes a demonstration of access to capacity that determines there is more than fifteen years of landfill capacity available to the District. Under this plan, the Board of Commissioners is authorized to designate facilities in accordance with Section 343.014 of the Ohio Revised Code.

The draft Plan Update complies with State Plan Goal #1: Providing infrastructure for recycling to over 80% of the population in each county of the District. The District is committed to maintaining its achievement of Goal 1. The District funds plan programs and current operations through a contract fee with designated facilities that accept solid waste from the District.

RESOLUTION NO. 2658-23

A RESOLUTION DESIGNATING MARCH, 2023, AS DEVELOPMENTAL DISABILITIES AWARENESS MONTH.

One reading/no public hearing required. **Public Hearing Advertisement date:** N/A

Department Requesting: Mayor/Administration **Sponsor:** Councilman Dwight Paul

WHEREAS, the Champaign County Board of Developmental Disabilities is involved in advocating for programs that promote positive system changes and that allow persons with developmental disabilities to achieve optimum independence and to promote innovative programs and practices that improve the quality of life for these individuals; and

WHEREAS, the Champaign County Board of Developmental Disabilities encourages all Champaign County citizens to actively participate in events that recognize and celebrate Champaign County's diverse population, including persons with developmental disabilities; and

WHEREAS, Developmental Disabilities Awareness Month in Champaign County has been established to promote awareness and understanding of developmental disabilities; and

WHEREAS, Developmental Disabilities Awareness Month also recognizes Ohio's public policy accomplishments concerning persons with disabilities, as well as identifying the improvements to public policy that are needed to ensure that all of Ohio's citizens with developmental disabilities have the capacity to lead full, productive and engaged lives; and

WHEREAS, it is possible that local communities in Ohio such as Champaign County support the mission and purpose of Developmental Disabilities Awareness Month and encourage their citizens to recognize and respect this important commemoration;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Urbana that March, 2023, be recognized as:

DEVELOPMENTAL DISABILITIES AWARENESS MONTH

Section One.

That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and of its committees, if any, which resulted in formal action were taken in meetings open to the public, in full compliance of all applicable legal requirements, including ORC Section 121.22

Section Two

This resolution shall be in full force and effect from and immediately upon its adoption.

(signatures on following page)

President, City of Urbana Council

PASSED: _____

ATTEST: _____
Clerk of Council

This Ordinance approved by me this _____ day of _____, 2023.

Mayor, City of Urbana

REVIEWED: *Neil M. Pena* 2/27/23
Director of Law Date

Jumper:	_____ Yay	_____ Nay	_____ N/A
Scott:	_____ Yay	_____ Nay	_____ N/A
Paul:	_____ Yay	_____ Nay	_____ N/A
Truelove:	_____ Yay	_____ Nay	_____ N/A
Thackery:	_____ Yay	_____ Nay	_____ N/A
Collier:	_____ Yay	_____ Nay	_____ N/A
Bean:	_____ Yay	_____ Nay	_____ N/A

Ordinance #4589-23

AN ORDINANCE DETERMINING TO PROCEED WITH THE IMPROVEMENT OF MIAMI STREET AND BLOOMFIELD AVENUE IN THE CITY OF URBANA, COUNTY OF CHAMPAIGN, OHIO BY CONSTRUCTING OR REPAIRING CURBS, GUTTERS, DRIVEWAY APPROACHES AND APPURTENANCES THERETO ON A SECTION OF MIAMI STREET BETWEEN WALNUT STREET AND EDGEWOOD AVENUE AND ON A SECTION OF BLOOMFIELD AVENUE BETWEEN NORTH MAIN STREET AND THE RAILROAD CROSSING, AND DECLARING AN EMERGENCY (three readings required).

Department Requesting: Engineering

Sponsor: Cledis Scott

WHEREAS, Council on February 7, 2023 adopted Resolution #2654-23 under section 727.12 of the Ohio Revised Code declaring the necessity of constructing curbs, gutters, driveway approaches and appurtenances thereto, and the notice of passage of such Resolution of Necessity, in accordance with Ohio Revised Code Section 727.13, was given to affected property owners as required by law; and

WHEREAS, a list of the estimated assessments of the total cost of said construction was prepared and placed on file in the office of the clerk of the Urbana City Council; and

WHEREAS, the Council has duly reviewed and considered all objections filed under Ohio Revised Code Section 727.15, if any, with respect to said estimated assessments and has made such changes and corrections thereto as it determines to be proper;

WHEREAS, the Council has duly reviewed all claims for damages filed under Ohio Revised Code Section 727.18, if any, and shall take appropriate action;

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Urbana, Ohio, a majority of the members of Council present concurring, that:

SECTION ONE:

It is hereby determined to proceed with the improvement in accordance with the provisions of the Resolution of Necessity for improving a section of Miami Street between Walnut Street and Edgewood Avenue and on a section of Bloomfield Avenue between North Main Street and the at-grade railroad crossing in the City of Urbana, Ohio, by the construction and installation of curbs, gutters, driveway approaches and appurtenances thereto.

SECTION TWO:

The estimated assessments prepared and filed in accordance with the resolution of necessity are hereby adopted, inclusive of modifications, if any, proposed upon the consideration of properly filed objections.

SECTION THREE:

Claims for damages, if any, shall be judicially inquired after completing the proposed improvement.

SECTION FOUR:

All actions of City Council related to this legislation were conducted in open meetings pursuant to Urbana Codified Ordinance 107.01 and Ohio Revised Code 121.22.

SECTION FIVE:

This Ordinance is hereby declared an emergency measure as it relates to addressing public health, safety and welfare and shall become effective immediately upon signature.

PASSED: _____

President, City of Urbana Council

ATTEST: _____

Clerk of Council

This Resolution approved by me this ____ day of _____, 2023.

Mayor, City of Urbana

REVIEWED: _____
Director of Law Date

Jumper: ____ Yay ____ Nay ____ N/A

Scott: ____ Yay ____ Nay ____ N/A

Paul: ____ Yay ____ Nay ____ N/A

Truelove: ____ Yay ____ Nay ____ N/A

Thackery: ____ Yay ____ Nay ____ N/A

Collier: ____ Yay ____ Nay ____ N/A

Bean: ____ Yay ____ Nay ____ N/A

ORDINANCE NO. 4590-23

AN ORDINANCE AUTHORIZING THE DIRECTOR OF ADMINISTRATION TO ACCEPT THE MATERIAL TERMS OF THE 2022 NATIONAL OPIOID SETTLEMENTS PURSUANT TO THE ONEOHIO MEMORANDUM OF UNDERSTANDING AND CONSISTENT WITH THE TERMS OF THE 2022 NATIONAL OPIOID SETTLEMENTS AND TO SIGN THE TEVA, ALLERGAN, CVS, WALGREENS, AND WALMART PARTICIPATION FORMS (One (1) Reading Required, no Public Hearing Required).

WHEREAS, the City of Urbana, Ohio (hereinafter referred to as “the City”) is a municipal entity 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 the City 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 Teva, Allergan, CVS, Walgreens and Walmart (collectively the “Settling Defendants”) 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 2022 proposed National Opioid Settlement Agreements, which settlement proposals are summarized in Exhibits 1, 2, and 3, which are attached hereto and incorporated as if fully rewritten herein; and

WHEREAS, Council desires to accept and agree to the material terms of the proposed National Opioid Distributor Settlement Agreement with the Settling Distributors (the “Proposed Settlement”), as summarized in Exhibits 1, 2 and 3;

NOW, THEREFORE, Be it Ordained by the Council of the City Of Urbana, County of Champaign, State of Ohio, that:

Section 1. The Director of Administration is hereby authorized to accept and agree to the material terms of the Proposed Settlement, as summarized in Exhibits 1, 2, and 3 and pursuant to the terms of the OneOhio MOU, and to sign the Teva, Allergan, CVS, Walgreens and Walmart Participation Forms on behalf of the City of Urbana, which Participation Forms are attached hereto as part of Exhibit 2, and incorporated as if fully rewritten herein.

Section 2. It is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in open meetings of this Council, and that all deliberations of this Council and of any of its Committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including the City’s Charter and Codified Ordinances and Section 121.22 of the Ohio Revised Code.

Section 3. This Ordinance shall be effective on March 22, 2023.

President, City of Urbana Council

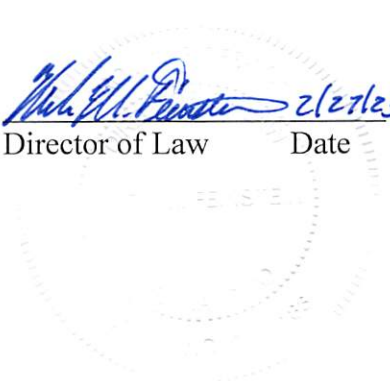
PASSED: _____

ATTEST: _____
Clerk of Council

This Ordinance approved by me this ____ day of _____, 2023.

Mayor, City of Urbana

REVIEWED: *Michael M. Pender* 2/27/23
Director of Law Date



Jumper: ___ Yay ___ Nay ___ N/A

Scott: ___ Yay ___ Nay ___ N/A

Paul: ___ Yay ___ Nay ___ N/A

Truelove: ___ Yay ___ Nay ___ N/A

Thackery: ___ Yay ___ Nay ___ N/A

Collier: ___ Yay ___ Nay ___ N/A

Bean: ___ Yay ___ Nay ___ N/A

National Opioid Settlements: Teva, Allergan, CVS, Walgreens, and Walmart

Urbana city, OH

Reference Number: CL-388531

**TO LOCAL POLITICAL SUBDIVISIONS AND SPECIAL DISTRICTS:
THIS NOTICE CONTAINS IMPORTANT INFORMATION ABOUT NATIONAL OPIOID SETTLEMENTS.**

SETTLEMENT OVERVIEW

Proposed nationwide settlement agreements (“Settlements”) have been reached that would resolve opioid litigation brought by states, local political subdivisions, and special districts against two pharmaceutical manufacturers, Teva and Allergan (“Manufacturers”), and three pharmacies, CVS, Walgreens, and Walmart (“Pharmacies”). Local political subdivisions and special districts are referred to as “subdivisions.”

The Settlements require the settling Manufacturers and Pharmacies to pay billions of dollars to abate the opioid epidemic. The Settlements total over \$20 billion. Of this amount, approximately \$17 billion will be used by participating states and subdivisions to remediate and abate the impacts of the opioid crisis. Depending on participation by states and subdivisions, the Settlements require:

- Teva to pay up to \$3.34 billion over 13 years and to provide either \$1.2 billion of its generic version of the drug Narcan over 10 years or an agreed upon cash equivalent over 13 years;
- Allergan to pay up to \$2.02 billion over 7 years;
- CVS to pay up to \$4.90 billion over 10 years;
- Walgreens to pay up to \$5.52 billion over 15 years; and
- Walmart to pay up to \$2.74 billion in 2023, and all payments to be made within 6 years.

As provided under the Agreements, these figures are net of amounts attributable to prior settlements between the Defendants and certain states/subdivisions, and include amounts for attorneys’ fees and costs.

The Settlements also contain injunctive relief governing opioid marketing, sale, distribution, and/or dispensing practices.

Each of the proposed settlements has two key participation steps.

First, each eligible state decides whether to participate in each Settlement. A list of participating states for each settlement can be found at <https://nationalopioidsettlement.com>.

Second, eligible subdivisions within each participating state decide whether to participate in each Settlement. The more subdivisions that participate, the more funds flow to that state and its subdivisions. Any subdivision that does not participate cannot directly share in any of the settlement funds, even if the subdivision’s state is settling and other participating subdivisions are sharing in settlement funds. If the state does not participate in a particular Settlement, the subdivisions in that state are not eligible to participate in that Settlement.

WHO IS RUBRIS INC. AND WHAT IS THE IMPLEMENTATION ADMINISTRATOR?

The Settlements provide that an Implementation Administrator will provide notice and manage the collection of participation forms. Rubris Inc. is the Implementation Administrator for these new Settlements and was also retained for the 2021 national opioid settlements.

WHY IS YOUR SUBDIVISION RECEIVING THIS NOTICE?

Your state has elected to participate in one or more of the Settlements with the Manufacturers and/or the Pharmacies, and your subdivision may participate in those Settlements in which your state has elected to participate. This notice is also sent directly to counsel for such subdivisions if the Implementation Administrator has their information.

If you are represented by an attorney with respect to opioid claims, please contact them. Subdivisions can participate in the Settlements whether or not they filed a lawsuit or are represented.

WHERE CAN YOU FIND MORE INFORMATION?

Detailed information about the Settlements, including each settlement agreement, may be found at: <https://nationalopioidsettlement.com>. This website also includes information about how the Settlements are being implemented in most states and how funds will be allocated within your state.

You are encouraged to review the settlement agreement terms and discuss the terms and benefits with your counsel, your Attorney General's Office, and other contacts within your state. Information and documents regarding the Settlements and your state allocation can be found on the settlement website at <https://nationalopioidsettlement.com>.

Your subdivision will need to decide whether to participate in the proposed Settlements, and subdivisions are encouraged to work through this process before the **April 18, 2023** deadline.

HOW DO YOU PARTICIPATE IN THE SETTLEMENTS?

The Settlements require that you take affirmative steps to "opt in" to the Settlements.

In the next few weeks, you will receive documentation and instructions from the Implementation Administrator or, in some cases, your Attorney General's Office. In order to participate in a settlement, a subdivision must sign and return the required Participation Form for that settlement.

Please add the following email addresses to your "safe" list so emails do not go to spam / junk folders: dse_na3@docusign.net and opioidsparticipation@rubris.com. Please monitor your email for the Participation Forms and instructions.

All required documentation must be signed and returned on or before **April 18, 2023**.



New National Opioids Settlements: Teva, Allergan, CVS, Walgreens, and Walmart
Opioids Implementation Administrator
opioidsparticipation@rubris.com

Urbana city, OH
Reference Number: CL-388531

TO LOCAL POLITICAL SUBDIVISIONS AND SPECIAL DISTRICTS:

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

Deadline: April 18, 2023

Five new proposed national opioid settlements ("*New National Opioid Settlements*") have been reached with **Teva, Allergan, CVS, Walgreens, and Walmart** ("*Settling Defendants*"). This *Participation Package* is a follow-up communication to the *Notice of National Opioid Settlements* recently received electronically by your subdivision or special district ("*subdivision*").

You are receiving this *Participation Package* because Ohio is participating in the following settlements:

- **Teva**
- **Allergan**
- **CVS**
- **Walgreens**
- **Walmart**

If a state does not participate in a particular Settlement, the subdivisions in that state are not eligible to participate in that Settlement.

This electronic envelope contains:

- *Participation Forms* for Teva, Allergan, CVS, Walgreens, and Walmart, including a release of any claims.

The *Participation Form* for each settlement must be executed, without alteration, and submitted on or before April 18, 2023, in order for your subdivision to be considered for initial participation calculations and payment eligibility.

Based upon subdivision participation forms received on or before April 18th, the subdivision participation rate will be used to determine whether participation for each deal is sufficient for the settlement to move forward and whether a state earns its maximum potential payment under the settlement. If the 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 not 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 not 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.

Consistent with the previously entered settlements involving Cardinal Health, AmerisourceBergen, the McKesson Corporation, and Johnson & Johnson/Janssen, proceeds from any settlement entered into with any of the five companies identified in this letter will be allocated and distributed in accordance with the OneOhio Memorandum of Understanding, a copy of which can be found at <https://nationalopioidsettlement.com/wp-content/uploads/2021/11/Exhibit-8-2021.07.28-One-Ohio-Memorandum-of-Understanding.pdf>.

You are encouraged to discuss the terms and benefits of the *New National Opioid Settlements* with your counsel, your Attorney General's Office, and other contacts within your state.

Information and documents regarding the *New National Opioid Settlements* and how they are being implemented in your state and how funds will be allocated within your state allocation can be found on the national settlement website at <https://nationalopioidsettlement.com/>. This website will be supplemented as additional documents are created.

How to return signed forms:

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

- (1) *Electronic Signature via DocuSign*: Executing the *Participation Forms* electronically through DocuSign will return the signed forms to the Implementation Administrator and associate your forms with your subdivision's records. Electronic signature is the most efficient method for returning *Participation Forms*, 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 manually signed *Participation Forms* 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 executed *Participation Forms* using DocuSign, signed *Participation Forms* 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 Settlement Participation Forms – [Subdivision Name, Subdivision State] – [Reference ID].

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

The sign-on period for subdivisions ends on April 18, 2023.

If you have any questions about executing these forms, please contact your counsel, the Implementation Administrator at opioidsparticipation@rubris.com, or the Ohio Attorney General's Help Center at 800.555.2350.

Thank you,

National Opioids Settlements Implementation Administrator

The Implementation Administrator is retained to provide the settlement notice required by the respective settlement agreements referenced above and to manage the collection of settlement participation forms for each settlement.

EXHIBIT K
Subdivision and Special District Settlement Participation Form

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

Yes No

Governmental Entity: Urbana city	State: OH
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

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

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



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

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

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

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



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

Signature: _____

Name: _____

Title: _____

Date: _____



Exhibit K
Subdivision and Special District Settlement Participation Form

Governmental Entity: Urbana city	State: OH
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

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

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



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

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

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

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



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

Signature: _____

Name: _____

Title: _____

Date: _____



EXHIBIT K

Subdivision Participation and Release Form

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

Yes No

Governmental Entity: Urbana city	State: OH
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

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

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



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

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

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



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

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

Signature: _____

Name: _____

Title: _____

Date: _____



EXHIBIT K

Subdivision Participation and Release Form

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

Yes No

Governmental Entity: Urbana city	State: OH
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

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

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



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

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

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



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

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

Signature: _____

Name: _____

Title: _____

Date: _____



EXHIBIT K

Subdivision Participation Form

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

Yes No

Governmental Entity: Urbana city	State: OH
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

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

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



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

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

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

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



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

Signature: _____

Name: _____

Title: _____

Date: _____



Frequently Asked Questions about the 2022 National Opioid Settlements with Teva, Allergan, Walmart, Walgreens, and CVS

[Subject to ongoing corrections and updates]

[Executed Agreements Control]

1. Which Defendants Have Executed National Opioid Settlements?

Since the Summer of 2021, nine Defendant families have executed National Opioid Settlements. First, in July 2021, J&J and Distributors McKesson, Cardinal Health, and AmerisourceBergen entered into National Opioids Settlements (“2021 National Settlement(s)”; details regarding the 2021 National Settlements, including a separate set of FAQs, can be found here: <https://nationalopioidsettlement.com/distributor-janssen-faq/>). More recently, between November and December of 2022, five additional Defendant families have entered into National Opioids Settlements (“2022 National Settlement(s)”).¹ They are:

Settling Defendant	Date of Settlement Agreement	Link to Settlement Agreement
Teva	November 22, 2022	https://nationalopioidsettlement.com/wp-content/uploads/2022/12/Final-Teva-Global-Settlement-Agreement-and-Exhibits_12-20-22.pdf
Allergan	November 22, 2022	https://nationalopioidsettlement.com/wp-content/uploads/2022/12/Final-Allergan-Global-Agreement-and-Exhibits_12-20-22.pdf
Walmart	November 14, 2022	https://nationalopioidsettlement.com/wp-content/uploads/2022/12/Walmart-Settlement-Agreement-2022.12.02_FINAL.pdf
Walgreens	December 9, 2022	https://nationalopioidsettlement.com/wp-content/uploads/2022/12/Walgreens-Multistate-Agreement-and-Exhibits.pdf
CVS	December 9, 2022	https://nationalopioidsettlement.com/wp-content/uploads/2022/12/2022-12-09-CVS-Global-Settlement-Agreement-with-Exhibits.pdf

2. Which Entities Are Eligible to Participate in the 2022 National Settlements?

The 2022 National Settlements are “opt in” settlements that are open only to states, as well as state subdivisions (e.g., municipalities, counties, parishes, cities, towns, incorporated townships, villages, and boroughs) and certain special districts (e.g., school districts, fire

¹ The 2022 National Settlements define the specific entities entering into the respective agreements, as well as the “Released Entities.”

districts, and hospital districts). Claims brought on behalf of private individuals and businesses (including private hospitals and private third-party payors) are **not** included and will not be released. Claims brought on behalf of Tribal Nations are also not included and will not be released through participation in these agreements, but Tribal Nations may be eligible to participate in separate settlements with these same defendants; more information on those separate agreements may be found here: <https://www.tribalopioidsettlements.com/>.

Each 2022 National Settlement has the same basic “two-phase” structure:

Phase I – Eligible States: With respect to each 2022 National Settlement, most states are eligible to participate. (For these purposes, Washington, D.C. and the five U.S. Territories² are treated as “states.”) Certain states are not eligible to participate in certain of these settlements (e.g., due to prior settlements or litigation with a settling Defendant). Among the states eligible to participate in certain 2022 National Settlements, a small number have chosen not to participate in one or more of those settlements. Accordingly, for each of the 2022 National Settlements, the only states that may participate are those that are eligible and elected to do so. The following list sets forth, for each 2022 National Settlement, the eligible and ineligible states, as well as those eligible states that have chosen not to participate.

- **Teva Settlement:**

- All states are eligible, **except** Florida, Louisiana, Oklahoma, Rhode Island, Texas, and West Virginia. Oklahoma subdivisions and special districts, however, **are** eligible to participate.
- Nevada has chosen not to participate.

- **Allergan Settlement:**

- All states are eligible, **except** Florida, Louisiana, New York, Rhode Island, and West Virginia.
- Nevada has chosen not to participate.

- **Walmart Settlement:**

- All states are eligible, **except** Alabama, Florida, New Mexico, and West Virginia.

- **Walgreens Settlement:**

- All states are eligible, **except** Florida.
- Michigan, Nevada, New Mexico, and West Virginia have chosen not to participate.

² American Samoa, Guam, Northern Mariana Islands, Puerto Rico, and the U.S. Virgin Islands.

- **CVS Settlement:**

- All states are eligible, **except** Florida, New Mexico, and West Virginia.
- Maryland and Nevada have chosen not to participate.

Phase II – Eligible Subdivisions: **Within settling states only**, both non-litigating and litigating subdivisions may participate, including all municipal, county, city, town, township, parish, village, or borough governments, as well as any other subdivisions that have filed lawsuits that fall within the release provisions of the 2022 National Settlements. “Special Districts” are treated as “Subdivisions” under the Walmart, Walgreens, and CVS Settlements. Under the Teva and Allergan Settlements, certain special districts, such as school districts, fire districts, and hospital districts, are eligible to participate in the 2022 National Settlements, along with subdivisions. For ease of reference, unless otherwise noted, use of the term “Subdivision” in these FAQs includes eligible “Special Districts.”

Subdivisions within a state can only participate if their state is participating.

In addition, certain subdivisions—even within participating states—may not be eligible to participate in one or more of the 2022 National Settlements despite their state participating, e.g., if they have previously settled and released their claims. Subdivisions should speak to their respective counsel and/or their respective state attorney general for further information on their eligibility.

3. If a State or Subdivision Did Not Participate in the 2021 National Settlements with J&J or the Distributors (McKesson, Cardinal Health, and AmerisourceBergen), Can It Participate in the 2022 National Settlements with Teva, Allergan, Walmart, Walgreens, and CVS?

Yes. Whether an eligible state or subdivision participated in either of the 2021 National Settlements does **not** impact its eligibility to participate in these more recent 2022 National Settlements with Teva, Allergan, Walmart, Walgreens, and CVS.

4. May a State or Subdivision Participate in Some of the 2022 National Settlements While Choosing Not to Participate in Others?

Yes, except for the Teva and Allergan Settlements, eligible states and subdivisions may choose to participate in one or more of the 2022 National Settlements, while choosing not to participate in others. **However**, if your state has participated in both the Teva and Allergan Settlements, your subdivision must participate in both or neither of these settlements; it cannot choose to participate in just Teva or just Allergan. If your state only participated in Teva, you can choose to participate only in Teva (and the Allergan Settlement is not available to you). And vice versa. A chart reflecting each state’s participation status with respect to each of the 2022 National Settlements is available here: <https://nationalopioidsettlement.com/state-participation-status/>.

5. How Many States Are Participating? Has “Critical Mass” Been Reached at the State Level?

The 2022 National Settlements are designed to incentivize higher participation rates. Each settlement provides two or more “critical mass” phases for each settling Defendant and/or the states to determine whether there is sufficient participation to make it worth proceeding with the settlement or, in the case of the Walmart Settlement, to meet minimum, objective participation thresholds.

Phase I has been met for each of the 2022 National Settlements, meaning that there was sufficient state-level participation to proceed to Phase II of the settlements regarding subdivisions. Teva, Allergan, and Walgreens each determined there was sufficient state participation to proceed to the second phase of those agreements. For the CVS Settlement, settling states on the “Enforcement Committee,” as well as CVS, determined there was sufficient state participation to proceed to the second of the settlement. For the Walmart Settlement, the “State Participation Threshold” was achieved (i.e., at least 45 of the 50 “Threshold States” joined the settlement), so that settlement will also proceed to its second phase.

A chart reflecting each state’s participation status with respect to each of the 2022 National Settlements is available here: <https://nationalopioidsettlement.com/state-participation-status/>.

6. What Steps Are Needed for a Subdivision to Opt In?

To participate, a subdivision must execute and submit a participation form **for each settlement** it wants to participate in. Participation forms must be executed and submitted on or **before April 18, 2023**, for subdivisions to be considered an “Initial Participating Subdivision” in a settlement. The participation forms will include a release (discussed below) and advance authorization for entry of a Master Dismissal of the released claims (if the settlement moves forward).

By executing and returning a participation form for a settlement: (1) the subdivision agrees to the terms of the applicable settlement agreement pertaining to subdivisions; (2) the subdivision releases all claims within the scope of such settlement; (3) the subdivision agrees to use monies it receives as required under such settlement; (4) the subdivision submits to the jurisdiction of the court where their state’s consent judgment is filed for purposes limited to that court’s role under such settlement; and (5) with respect to subdivisions who have filed lawsuits against any settling Defendant, the subdivision commits to promptly dismissing its legal action against that settling Defendant. By signing a participation form, the subdivision is authorizing the Plaintiffs’ Executive Committee (PEC) to file a dismissal on its behalf for any claims pending in the MDL. (For claims pending outside the MDL, the subdivision is obligated to dismiss those claims itself.) A link to an example of such dismissal may be found here:

<https://nationalopioidsettlement.com/wp-content/uploads/2023/01/form-of-Master-Stipulation-of-Dismissal.pdf>.

After April 18, 2023, the extent of subdivision participation will be used to determine whether participation for each deal is sufficient for the settlement to move forward and whether a state earns its maximum potential payment under the settlement. See FAQ #8 below. If the settlement moves forward, the release in the subdivision's participation form will become effective. If a settlement does not move forward, that release will not become effective.

There are three methods for returning the executed participation forms and any supporting documentation to the Implementation Administrator:

1. **Electronic Signature via DocuSign:** Executing the participation forms electronically through DocuSign will return the signed forms to the Implementation Administrator and associate a subdivision's forms with that subdivision's records. Electronic signature is the most efficient method for returning participation forms, 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 manually signed participation forms via DocuSign will associate a subdivision's signed forms with that subdivision's records.
3. **Manual Signature returned via electronic mail:** If a subdivision is unable to return executed participation forms using DocuSign, signed participation forms 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 following subject line:

Settlement Participation Forms – [Subdivision Name, Subdivision State] – [Reference ID]

Detailed instructions on how to sign and return the participation forms, including changing the authorized signer, can be found at <https://nationalopioidsettlement.com>. You may also contact opioidsparticipation@rubris.com.

7. What Are the Deadlines to Opt In to One or More of the 2022 National Settlements?

As discussed above in FAQ #5, the state participation phase of the settlements has resulted in sufficient state participation to move forward with subdivision participation phase. The applicable time periods and deadlines are set forth below in [Chart A](#). These deadlines reflect agreed extensions beyond the dates provided for under the settlement agreements.

For each of the 2022 National Settlements, subdivisions will have until **April 18, 2023**, to execute and submit their participation forms and be considered an “Initial Participating Subdivision” in a settlement.

For the Teva, Allergan, Walgreens, and CVS Settlements, these settling Defendants will then have until May 18, 2023, to determine whether to proceed further with their respective settlements.³ The Walgreens and CVS Settlements include an intervening deadline (May 2, 2023) by which states are to determine whether there has been sufficient subdivision-level participation to proceed with those settlements.

Chart A

Settling Defendant	Initial deadline for subdivisions to participate in settlement	Deadline for states to determine whether to proceed	Deadline for settling Defendants to determine whether to proceed (Reference Date⁴)
Walmart	April 18, 2023		
Teva	April 18, 2023		May 18, 2023
Allergan	April 18, 2023		May 18, 2023
Walgreens	April 18, 2023	May 2, 2023	May 18, 2023
CVS	April 18, 2023	May 2, 2023	May 18, 2023

³ Under the Walmart Settlement, each of the settling states will use reasonable efforts to ensure that, by April 18, 2023, the settling states have met the following “Subdivision Participation Thresholds” for the Walmart Settlement to become effective: (1) more than 85% of the aggregate population of all litigating subdivisions located in the settling states and separately settling states, and (2) more than 85% of the aggregate population of all non-litigating threshold subdivisions located in the settling states and separately settling states, (a) have become participating subdivisions, (b) are subject to a bar or case-specific resolution, or (c) have joined a settlement between Walmart and a separately settling state by executing a participation form, including a release.

⁴ In the Teva, Allergan, Walgreens, and CVS Settlements, the “Reference Date” refers to the date by which each respective settling Defendant is to determine whether there has been enough subdivision-level participation to proceed beyond the second phase of its settlement. (In the Walmart Settlement, the “Subdivision Participation Thresholds” are based on objective criteria, and there is thus no such “Reference Date.”)

8. What Level of Subdivision Participation Is Necessary for the 2022 National Settlements to Become Effective?

Under the Teva, Allergan, Walgreens, and CVS Settlements, there is no set threshold of subdivision-level participation required for those settlements to become effective. As to the Teva and Allergan Settlements, once the deadline for subdivisions to participate has passed, these settling Defendants will determine whether there has been sufficient subdivision-level participation for these settlements to become effective. The Walgreens and CVS Settlements operate similarly to the Teva and Allergan Settlements, except that under those settlements, the settling states (Walgreens) or the “Enforcement Committee” representing the settling states (CVS) will first have the opportunity to determine whether there has been sufficient subdivision participation to proceed with these settlements. If so, then Walgreens and CVS are to determine whether they agree that sufficient subdivisions have participated in the settlements. The decisions of the Teva, Allergan, CVS, and Walgreens as to whether there has been adequate subdivision-level participation is in their sole discretion and must be made in good faith.

The Walmart Settlement is different in that the level of subdivision participation required for the settlement to become effective is based on objective criteria: (1) more than 85% of the aggregate population of all litigating subdivisions located in settling states, as well as states that have separately settled with Walmart, must agree to participate or otherwise have their claims fully released, **and** (2) more than 85% of the aggregate population of all non-litigating threshold subdivisions (defined to include subdivisions with populations greater than 30,000 or those with populations between 10,000 and 30,000 that have brought opioids-related claims against McKesson, Cardinal Health, AmerisourceBergen, or J&J) must agree to participate or otherwise have their claims fully released. The calculation of the aggregate populations of litigating subdivisions and non-litigating threshold subdivisions is on an aggregated basis and not a state-by-state basis. If these thresholds are met, then the Walmart Settlement will become effective.

9. Can Eligible States Opt In After the Deadlines for Doing So?

Except for the Walmart Settlement, eligible states may, under certain circumstances, join the 2022 National Settlements after the deadlines to do so. However, later joinder by eligible states requires the consent of the respective settling Defendant (and, if applicable, the State Enforcement Committee for such settlement). If an eligible state later joins a 2022 National Settlement, subdivisions within that state may also sign on and participate in such settlement but may receive lower total payments. Note that, with respect to the CVS and Walgreens Settlements, no eligible state may become a settling state after May 31, 2023, and June 30, 2023, respectively.

10. What Funds Will Be Available for Abatement?

The amounts to be paid under each 2022 National Settlement depend on the level of participation by eligible states and subdivisions. Each of the settlements requires the settling Defendant to make annual payments over a period of years consisting of base and

incentive payments. **Assuming maximum participation** by eligible states and subdivisions, **Chart B** below reflects the **highest** amounts to be paid by each settling Defendant, including the base, incentive, and total amounts for abatement.

Chart B

Settling Defendant	Abatement – Base	Abatement - Incentive	Abatement – Total	Other	Total
Teva	\$1,325,488,100 (45% of the Net Abatement Amount of \$2,945,529,111)	\$1,620,041,011 (55% of the Net Abatement Amount of \$2,945,529,111)	\$2,945,529,111	<ul style="list-style-type: none"> • Maximum cash conversion of Settlement Product if Settling State elects to convert all or a portion of its Settlement Product allocation into a cash payment (\$240,000,000)⁵ • Additional Restitution Amount (\$28,669,762) • Global Settlement Attorney Fee Amount of (\$366,335,847.76) 	\$3,580,534,720.76
Allergan	\$809,634,037.95 (45% of the Net Abatement Amount of \$1,799,186,751)	\$989,552,713.05 (55% of the Net Abatement Amount of \$1,799,186,751)	\$1,799,186,751	<ul style="list-style-type: none"> • Additional Restitution Amount (\$16,192,680.76) • Global Settlement Attorney Fee Amount (\$206,906,476.36) 	\$2,022,285,908.12
Walmart	\$909,641,765.08 (38% of Global Settlement Remediation Amount of \$2,393,794,118.64).	\$1,484,152,353.56 (62% of Global Settlement Remediation Amount of \$2,393,794,118.64).	\$2,393,794,118.64	<ul style="list-style-type: none"> • Subdivision Attorneys’ Fees, Expenses and Costs (\$297,720,376.93) • State Outside Counsel Fee Fund (\$16,006,471.88) • State Cost Fund (\$16,006,471.88) 	\$2,739,533,911.20

⁵ Under the Teva Settlement, Teva will offer up to \$1.2 billion of Teva’s generic version of the overdose reversal drug Narcan or, alternatively, provide cash at 20% of the \$1.2 billion wholesale acquisition cost “in lieu of product.”

				<ul style="list-style-type: none"> • Additional Remediation (\$16,006,471.88) 	
Walgreens	\$1,963,147,836 (41% of the Adjusted State Remediation Payment of \$4,788,165,456)	\$2,825,017,620 (59% of the Adjusted State Remediation Payment of \$4,788,165,456)	\$4,788,165,456	<ul style="list-style-type: none"> • Private Attorneys Fees (\$638,600,000) • State AG Fees and Costs (\$63,842,206) • Additional Remediation Amount (\$31,921,103) 	\$5,522,528,766
CVS	\$1,626,081,118 (38% of Maximum Remediation Payment of \$4,279,160,837)	\$2,653,079,719 (62% of Maximum Remediation Payment of \$4,279,160,837)	\$4,279,160,837	<ul style="list-style-type: none"> • Common Benefit and Subdivision Attorneys' Fees, Expenses and Costs (\$539,457,124) • State Outside Counsel Fee Fund (\$28,527,739) State Cost Fund (\$28,527,739) and Additional Remediation Amount (\$28,527,739) 	\$4,904,201,178

11. How Much Will a Settling State Receive in Base Payments Under the 2022 National Settlements?

As illustrated in Chart B above, approximately \$6.63 billion in base payments would be available to settling states. These base payments do not require a settling state to meet any specific participation benchmarks or conditions. Base payments will be paid out annually for distribution to each settling state according to its share of the abatement funds using the top-level state allocation model discussed below. Each state's base payment is then allocated into the three sub-funds or according to a state-subdivision agreement, qualifying statute, or statutory trust, as explained below.

12. How Much Can a State Receive in Incentive Payments?

Under the 2022 National Settlements, approximately \$9.57 billion in abatement funds would be earmarked for "Incentive Payments" Although the criteria for Incentive Payments under each of the 2022 National Settlements are similar, there are differences in how they operate and when they accrue, as explained in FAQ #13 below.

13. How Do Incentive Payments Work?⁶

In each of the 2022 National Settlements, incentive payments are designed to reward states for increasing participation in the settlements by their subdivisions and/or taking steps to bar or otherwise resolve current and future subdivision litigation, but there are differences in how these incentive payments operate and when they accrue.

Eligibility for incentive payments is **state-specific**, meaning that eligibility for incentive payments, as well as the amount of such payments, depends on whether, and the extent to which, the applicable incentive criteria set forth in each of the 2022 National Settlements are met **in each such settling state**, irrespective of any other settling states.

- **Teva/Allergan**

The Teva and Allergan Settlements divide incentive payments into four categories: Incentives A, B, C, and D. Under the Teva Settlement, Incentives A-C would be due in installments over 12 years beginning with Payment Year 2, and Incentive D would be due in installments over 10 years beginning with Payment Year 4. Under the Allergan Settlement, Incentives A-C would be due in installments over 6 years beginning with Annual Payment 2, and Incentive D would be due in installments over 4 years beginning with Annual Payment 4. Under these settlements, if a settling state qualifies for Incentive A, it would receive the maximum payment allocable to the State for Incentives A-C. If a settling state does not qualify for Incentive A, it can alternatively qualify for Incentive B and/or Incentive C. A settling state can qualify for Incentive D regardless of whether it qualifies for another incentive payment.

Incentives A-D are generally as follows:

Incentive A: Full participation, or fully released claims, of (1) litigating subdivisions/special districts and (2) non-litigating subdivisions with populations greater than 10,000/non-litigating covered special districts.

Incentive B: Early participation, or released claims, by litigating subdivisions/special districts representing at least 75% of the settling state's litigating population.

Incentive C: Participation, or release of claims, by litigating **or** non-litigating primary subdivisions (defined as subdivisions with populations of 30,000 or more) representing more than 60% of the settling state's primary subdivision population (Part 1) and 100% of its 10 largest subdivisions by population (Part 2).

⁶ Note that these FAQs include certain terms that are specifically defined in the 2022 National Settlements. The definitions contained in the 2022 National Settlements are determinative.

Incentive D: No opioids-related lawsuits filed by subdivisions within the settling state against settling Defendants as of two look-back dates 2 years and 5.5 years after the “Preliminary Agreement Date.”

- **CVS**

Under the CVS Settlement, Incentives A-D are generally like the Teva and Allergan Settlements. But there are certain differences.

First, unlike the Teva and Allergan Settlements, Incentive A is **mutually exclusive** with Incentives B, C, and D, meaning that a settling state may either qualify for Incentive A, or Incentives B, C, and/or D. A settling state will be eligible for its full allocable share of the maximum amount available for incentive payments by either: (1) achieving Incentive A within 2 years of the Effective Date or (2) by fully earning Incentive B in each Payment Year it is available and earning Incentives C and D in a manner that produces that maximum possible combined amount from those two incentives.

Second, Incentive B requires early participation, or released claims, by litigating subdivisions representing at least 85% of the settling state’s litigating population.

Third, Incentive C requires participation, or release of claims, by at least 85% of the settling state’s litigating subdivisions **and** non-litigating threshold subdivisions (defined to include subdivisions with populations greater than 30,000 or subdivisions with populations between 10,000 and 30,000 that have brought an opioids-related claim against McKesson, Cardinal Health, AmerisourceBergen, or J&J).

Finally, there are five look-back dates for Incentive D: April 30 of Payment Years 6-10.

- **Walgreens**

Under the Walgreens Settlement, incentive payments are divided among three categories: Incentives A, BC, and D. Incentive A is mutually exclusive with Incentives BC and D; if a settling state receives Incentive A, such settling state is not eligible for Incentives BC or D.

Incentive A requires full participation from all litigating subdivisions, primary subdivisions (defined to include subdivisions with populations over 10,000), and certain special districts. Incentive BC is determined based on the percentage of the aggregate population of all the settling state’s litigating subdivisions and non-litigating threshold subdivisions (defined to include subdivisions with

populations greater than 30,000 or those with populations between 10,000 and 30,000 that have brought opioids-related claims against McKesson, Cardinal Health, AmerisourceBergen, or J&J) that have participated in the settlement or otherwise fully released their claims. A sliding percentage scale will determine the Incentive BC Payments under these settlement agreements.

Under the Walgreens Settlement, a settling state may earn Incentives A and BC in annual payments 2 through 15.

Finally, Incentive D (payments which are based on Incentive BC participation percentage) can be earned if there are no qualifying lawsuits surviving a threshold motion as of certain look-back dates prior to Incentive D payments being made. Any Incentive D payments would be made under the Walgreens Settlement during Payment Years 6-15.

- **Walmart**

Incentive payments under the Walmart Settlement operate similarly to incentive payments under the Walgreens Settlement. However, under the Walmart Settlement, Incentive Payments A and BC would be paid in (at most) three payments in Payment Years 1 through 3. Any Incentive D payments would be made during Payment Years 3-6.

14. If States or Subdivisions Elect to Participate in the 2022 National Settlements, When Will They Receive Abatement Fund Payments?

Participating states and subdivisions would receive abatement proceeds through annual payments continuing over a period of years. Chart C below sets forth, for each 2022 National Settlement, the date through which annual abatement payments would be made by the respective settling Defendant.

Chart C

Settling Agreement	Annual Abatement Payments Made Until
Teva Settlement	July 15, 2035
Allergan Settlement	July 15, 2029
Walmart Settlement	~July 15, 2028
Walgreens Settlement	December 31, 2036
CVS Settlement	June 30, 2032

15. How Will Settlement Proceeds Be Used?

Each of the 2022 National Settlements requires that at least 85% to 95.5% of abatement funds be used to fund opioid-remediation efforts, with at least 70% of abatement funds required to be used in connection with future opioid-remediation efforts. Chart D below sets forth, for each settlement, the minimum percentage of settlement payments disbursed to states and participating subdivisions that must be spent on “Opioid Remediation” and “future Opioid Remediation,” respectively. The 2022 National Settlements effectively define “Opioid Remediation” as including care, treatment, and other programs and expenditures (including reimbursement for past such programs or expenditures, except where the agreement restricts the use of funds solely to **future** Opioid Remediation) designed to (1) address the misuse and abuse of opioid products, (2) treat or mitigate opioid use or related disorders, or (3) mitigate other alleged effects of, including on those injured as a result of, the opioid epidemic. The 2022 National Settlements include broad and non-exhaustive lists of qualifying opioid-remediation expenditures.⁷

Chart D

Settling Defendant	Minimum Amount of Settlement Proceeds To Be Spent on Opioid Remediation	Minimum Amount of Settlement Proceeds To Be Spent on Future Opioid Remediation
Teva	85%	70%
Allergan	85%	70%
Walmart	85%	70%
Walgreens	95%	70%
CVS	95.5%; <i>provided, however</i> , that the remaining 4.5% only may be spent outside of Opioid Remediation to the extent necessary to satisfy certain attorney fee agreements entered into by settling states.	70%

16. How Will the State-Level Allocations Be Made?

Under the 2022 National Settlements, each of the settling Defendants would make annual payments consisting of base and incentive payments (described above). Calculation of the amounts distributed to each settling state (including the state and its settling subdivisions) starts with a top-level allocation among all states of the maximum potential payment. How much of that maximum

⁷ If settlement proceeds are used for something other than “Opioid Remediation,” then the amounts and uses (including any use to pay attorneys’ fees and costs) must be publicly reported.

amount each state will receive in any given year is then based on (1) which incentive payment categories that state qualifies for that year; and (2) whether amounts otherwise payable are offset or otherwise adjusted (see FAQ #18 below regarding offsets). Once the annual payment for a state is calculated, the further allocation of that state's payment proceed as outlined below among that state's (1) "State Fund"; (2) "Abatement Accounts Fund"/"Remediation Accounts Fund"; and (3) "Subdivision Fund."

For purposes of the top-level maximum potential allocation discussed above, an "Overall Allocation Percentage" or "State Allocation Percentage" has been calculated for each 2022 National Settlement based on the states eligible to participate in such settlements. Within each eligible state, there is a "Subdivision Allocation Percentage" or "Subdivision and Special District Allocation Percentage," set forth in Exhibit G to the respective 2022 National Settlements, which reflects the portion of a settling state's Subdivision Fund that a subdivision would receive if it becomes a participating subdivision (in the absence of a state-subdivision agreement, qualifying statute, or statutory trust; see FAQ #17 below). The aggregate "Subdivision Allocation Percentage" or "Subdivision and Special District Allocation Percentage" for each state equals 100%.

These sub-percentages for each state are based on population, adjusted for the proportionate share of the impact of the opioid epidemic using reliable, detailed, and objective national data, including: (1) the amount of opioids shipped to the state; (2) the number of opioid-related deaths that occurred in the state; and (3) the number of people who suffer opioid use disorder in the state. Adjustments were made to reflect the severity of impact insofar as the oversupply of opioids had more deleterious effects in some locales than in others. Ultimately, the model allocates settlement funds in proportion to where the opioid crisis has caused harm.

17. How Will Settlement Funds Be Allocated Within a State?

Settlement proceeds will be allocated in accordance with the terms of any qualifying agreement between a state and its subdivisions, a qualifying statute, or a statutory trust. Otherwise, settlement proceeds will be allocated in accordance with default allocation terms set out in the respective 2022 National Settlements. Under these default terms, settlement proceeds will be allocated among three sub-funds for each settling state: (1) a State Fund; (2) an Abatement Accounts Fund or Remediation Accounts Fund; and (3) a Subdivision Fund.⁸ There are several important points to observe with respect to three sub-funds:

⁸ Non-litigating municipalities with a population under 10,000 and special districts will not receive direct allocations from the Subdivision Fund, unless an intrastate agreement provides otherwise. Moreover, a subdivision will not necessarily directly receive settlement funds by participating because decisions on how settlement funds will be allocated within a state may be subject to intrastate agreements or state statutes.

- The settlement agreements provide default allocations among the sub-funds (15% to the State Fund, 70% to the Abatement Accounts Fund/Remediation Accounts Fund, and 15% to the Subdivision Fund⁹). As noted above, these defaults can be changed on a state-by-state basis through a qualifying state-subdivision agreement, qualifying statute, or statutory trust.¹⁰
- Under the default set forth in the 2022 National Settlements, at least 50% of the annual spend from the Abatement Accounts Fund/Remediation Accounts Fund must be allocated at a **regional** level for settling states above a certain population. Each settling state will have an advisory committee—with equal representation from the state and local levels—to recommend how to spend the Abatement Accounts Fund/Remediation Accounts Fund.¹¹
- Certain large participating subdivisions also will be eligible to receive block grants from the Abatement Accounts Fund/Remediation Accounts Fund.
- A settling state also is free to direct all or a portion of its State Fund to its Abatement Accounts Fund/Remediation Accounts Fund. A participating subdivision listed in Exhibit G to the respective 2022 National Settlements also may choose to direct all or a portion of its allocation from the Subdivision Fund to the state’s Abatement Accounts Fund/Remediation Accounts Fund or to another participating subdivision.

18. Can a Defendant Take an Offset Against a Settlement Payment?

In each of the 2022 National Settlements, the settling Defendant is entitled to an offset for abatement/remediation payments that had been allocated to states that did not choose to participate in that settlement. In addition, Teva, Allergan, Walgreens, and CVS are entitled to dollar-for-dollar offsets for certain class resolution opt-outs, as well as payments made as a result of litigation bars, settlement class resolutions, or case-specific resolutions that are subsequently revoked, rescinded, or otherwise materially limited. Walgreens and CVS are also entitled to a dollar-for-dollar offset for certain taxes, assessments, or any other fees imposed by a settling state on Walgreens or CVS on the sale, transfer, or distribution of opioid products.

⁹ As a default, amounts apportioned to a state’s Subdivision Fund would be distributed to participating subdivisions in that state listed on Exhibit G to the respective 2022 National Settlement, per the Subdivision Allocation Percentage listed in Exhibit G.

¹⁰ Allocation agreements/statutes have already been reached or enacted in several states.

¹¹ Spending from the Abatement Allocation Account Fund will be tracked and reported annually.

19. Will the Settlements Require Any Change to How the Defendants Operate Their Businesses?

In addition to billions of dollars to be used for abatement of the effects of the opioid epidemic in communities across the nation, the proposed settlements provide for robust and meaningful injunctive relief that will require the settling Defendants to make significant changes to their business operations to address the opioid epidemic.

Teva and Allergan have agreed to strict limitations on their marketing, promotion, sale, and distribution of opioids, including a ban on: (1) promotion and lobbying; (2) rewarding or disciplining employees based on volume of opioid sales; and (3) funding or grants to third parties; and Teva and Allergan are also required to publicly disclose documents, including internal documents, related to their role in the opioid crisis. Allergan is also required to stop manufacturing and selling opioids for ten years, and Teva is required to create and maintain systems to prevent drug misuse, including suspicious order monitoring.

Walmart, CVS, and Walgreens are required to implement changes in how they handle opioids, including requirements that they: (1) maintain independent departments to oversee compliance with controlled-substance laws and the injunctive terms in the settlements; (2) ensure pharmacists exercise independent judgment in the dispensing of controlled substances; (3) create and maintain robust oversight programs, including site visits and audits, to prevent diversion; (4) monitor, report, and share data about suspicious activity related to opioid prescriptions; and (5) provide data to the states about their red-flag processes, as well as blocked and potentially problematic prescribers.

20. How Will Attorneys' Fees and Costs Be Addressed?

The overarching goal of these global settlements is to dedicate funds to abate opioid-related harms. If private lawyers who represent some of the states and thousands of subdivisions were to enforce their contingency fee contracts, then a significant portion of the global settlement payments would potentially go towards legal fees to compensate efforts to prosecute the lawsuits that are being resolved as to the settling Defendants. As a result, government entities that hired outside counsel to litigate against the settling Defendants would recover proportionately less than entities that did not litigate. To protect against this imbalance, and maximize the amounts available for abatement, the negotiating State Attorneys General, the Plaintiffs' Executive Committee (PEC) Negotiation Team, and the settling Defendants agreed that the settling Defendants will pay, and the parties will set aside, separate funds to compensate attorneys' fees and costs. These funds total approximately \$2.2 billion in connection with the Teva, Allergan, Walmart, Walgreens, and CVS Settlements. See the "Other" column within Chart B in FAQ #10 above for deal-specific amounts. These attorneys' fees include amounts for outside counsel representing participating states and participating subdivisions and are intended to cover both contingency and common benefit work.

21. How will more information on the settlements be made available?

Settlement documents, information, and updates will be posted on a public settlement website: <https://nationalopioidsettlement.com/>

The website will provide current information on an ongoing basis as the settlement implementation progresses. Some states have also set up their own websites to provide state-specific information.

ORDINANCE NO. 4591-23

AN ORDINANCE TO ADD SECTION 521.13 “RETAIL DISPLAY PROHIBITED BEFORE OR AFTER BUSINESS HOURS” AND TO AMEND SECTION 521.04 TO INCLUDE RETAIL DISPLAYS (Three (3) Readings Required, Public Hearing Required. Public Hearing Advertisement date: Friday, March 10, 2023).

Department Requesting: Zoning

Sponsor: Councilwoman Amy Jumper

WHEREAS, numerous businesses are leaving their retail displays outside on the public sidewalks after hours; and

WHEREAS, such unattended displays are unsightly, cause potential tripping and climbing hazards, and create difficulty in snow and ice removal afterhours;

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Urbana, County of Champaign and State of Ohio:

SECTION ONE:

There is hereby created Section 521.13 entitled “Retail display prohibited before or after business hours.” And which shall read as follows:

“(a) Definitions:

(1) “General retail business” means any enterprise, whether for-profit or not-for-profit, which exists for the convenience and service of, and dealing directly with, and accessible to, the ultimate consumer. It includes buildings or spaces necessary to a permitted use for making or storing articles to be sold at retail on the premises.

(2) “Retail display” for purposes of this Section, includes any item or items placed outside the storefront of a general retail business by that business.

(b) No person, being the owner, occupant or person in control of a general retail business within the B-3 Central Business District shall store, use or permit to remain, any retail display before or after the business hours of that general retail business.

(c) Whoever violates subsection (b) is guilty of a minor misdemeanor on a first offense.

(d) Each day that a violation occurs constitutes a separate offense. If, within three years of the date of the violation, the offender has been previously convicted under this chapter, or a substantially similar municipal ordinance elsewhere, or a violation of Ohio Revised Code for littering or nuisance, the offense is a fourth-degree misdemeanor.

(e) Any owner, occupant or person in control who fails to comply with this Section, after receiving notice pursuant to Section 1339.03, shall be fined twenty-five dollars (\$25.00) per day for so long as the violation remains unremedied.”

SECTION TWO:

Section 521.04 is hereby amended to read as follows:

“521.04 SIDEWALK OBSTRUCTIONS; DAMAGE OR INJURY.

(a) No person shall place or knowingly drop upon any part of a sidewalk, playground or other public place any tacks, bottles, wire, glass, nails or other articles which may damage property of another or injure any person or animal traveling along or upon such sidewalk or playground.

(b) No person shall walk on, or allow any animal upon, or injure or deface in any way, any soft or newly laid sidewalk pavement.

(c) No person shall place, deposit or maintain any merchandise, goods, material, **retail display** or equipment upon any sidewalk so as to obstruct pedestrian traffic thereon except for such reasonable time as may be actually necessary for the delivery or pickup of such articles. In no such case shall the obstruction remain on such sidewalk for more than one hour.

(d) No person shall unload upon, or transport any heavy merchandise, goods, material or equipment over or across any sidewalk or curb without first placing some sufficient protection over the pavement to protect against damage or injury. The affected area shall be rendered safe and free from danger.

(e) No person shall allow any cellar or trap door, coal chute or elevator or lift opening in any sidewalk to remain open without providing suitable safeguards to protect and warn pedestrian traffic of the dangerous condition.

(f) Whoever violates this section is guilty of a minor misdemeanor.”

SECTION THREE:

All actions of City Council related to this legislation were conducted in open meetings pursuant to Urbana Codified Ordinance 107.01 and Ohio Revised Code 121.22.

SECTION FOUR:

This ordinance shall become effective on the earliest date permitted by law.

President, City of Urbana Council

PASSED: _____

ATTEST: _____
Clerk of Council

This Ordinance approved by me this ____ day of _____, 2023.

Mayor, City of Urbana

REVIEWED:  2/27/23
Director of Law Date



Jumper: ___ Yay ___ Nay ___ N/A

Scott: ___ Yay ___ Nay ___ N/A

Paul: ___ Yay ___ Nay ___ N/A

Truelove: ___ Yay ___ Nay ___ N/A

Thackery: ___ Yay ___ Nay ___ N/A

Collier: ___ Yay ___ Nay ___ N/A

Bean: ___ Yay ___ Nay ___ N/A

RESOLUTION NO. 2657-23

A RESOLUTION TO AUTHORIZE FINAL APPROVAL BETWEEN THE CITY OF URBANA, CHAMPAIGN COUNTY, OHIO AND OHIO DEPARTMENT OF TRANSPORTATION FOR PAVEMENT PLANING AND RESURFACING OF UNITED STATES ROUTE 36 FROM THE WESTERN CORPORATION LIMITS (SLM 14.04) TO WALNUT STREET (SLM 14.88), Reference PID No.: 108875, County/Route/Section: CHP US 36 14.04, AND DECLARING AN EMERGENCY (one reading required).

Department Requesting: Engineering

Sponsor: Councilman Cledis Scott

WHEREAS, the City of Urbana, hereinafter referred to as the LPA, and the State of Ohio have determined the need for the described project:

The project consists of resurfacing the existing roadway of Miami Street (U.S. 36) from the western corporation limits (Edgewood Avenue, SLM 14.04) to Walnut Street (SLM 14.88) in the City of Urbana, Champaign County, Ohio.

WHEREAS, on the 15th day of March, 2022, the LPA enacted preliminary legislation proposing cooperation with the Director of Transportation; and

WHEREAS, the LPA shall cooperate with the Director of Transportation in the above described project as follows:

The City agrees to assume and bear one hundred percent (100%) of the entire cost of the improvement within the city limits, less the amount of Federal-Aid funds set aside by the Director of Transportation for the financing of this improvement from funds allocated by the Federal Highway Administration, U. S. Department of Transportation.

The share of the cost of the LPA is now estimated in the amount of **One Hundred Fifteen Thousand Nine Hundred Eighty-Eight and - - - 00/100 Dollars, (\$115,988.00)**, but said estimated amount is to be adjusted in order that the LPA's ultimate share of said improvement shall correspond with said percentages of actual costs when said actual costs are determined; and

WHEREAS, The Director of Transportation has approved said legislation proposing cooperation and has caused to be made plans and specifications and an estimate of cost and expense for improving the above described highway and has transmitted copies of the same to this legislative authority; and

WHEREAS, The LPA desires the Director of Transportation to proceed with the aforesaid highway improvement.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Urbana, County of Champaign and State of Ohio:

SECTION ONE:

That the estimated sum, of **One Hundred Fifteen Thousand Nine Hundred Eighty-Eight and - - - 00/100 Dollars, (\$115,988.00)** is hereby appropriated for the improvement described above and the fiscal officer is hereby authorized and directed to issue an order on the treasurer for said sum upon the requisition of the Director of Transportation to pay the cost and expense of said improvement. We hereby agree to assume in the first instance, the share of the cost and expense over and above the amount to be paid from **Federal** funds.

SECTION TWO:

That the LPA hereby requests the Director of Transportation to proceed with the aforesaid highway improvement.

SECTION THREE:

That the LPA enter into a contract with the State, and that the **Director of Administration** be, and is hereby authorized to execute said contract, providing for the payment of the LPA the sum of money set forth herein above for improving the described project.

SECTION FOUR:

That the LPA transmit to the Director of Transportation a fully executed copy of this Resolution.

SECTION FIVE:

All actions of City Council related to this legislation were conducted in open meetings pursuant to Urbana Codified Ordinance 107.01 and Ohio Revised Code 121.22.

SECTION SIX:

This resolution is declared to be an emergency measure in the best interest of the public, as it will expedite the project and help to meet the ODOT deadlines for same. It shall therefore become effective immediately upon signature.

President, City of Urbana Council

PASSED: _____

ATTEST: _____
Clerk of Council

This Resolution approved by me this _____ day of _____, 2023.

Mayor, City of Urbana

REVIEWED: Neil M. Dunton 2/24/23
Director of Law Date



Jumper: ___ Yay ___ Nay ___ N/A

Scott: ___ Yay ___ Nay ___ N/A

Paul: ___ Yay ___ Nay ___ N/A

Truelove: ___ Yay ___ Nay ___ N/A

Thackery: ___ Yay ___ Nay ___ N/A

Collier: ___ Yay ___ Nay ___ N/A

Bean: ___ Yay ___ Nay ___ N/A