



CITY COUNCIL REGULAR MEETING AGENDA

Monday, April 10, 2023 at 7:00 PM

15 East Franklin Street Bellbrook, Ohio 45305
T (937) 848-4666 | www.cityofbellbrook.org

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ROLL CALL**
- 4. APPROVAL OF THE MINUTES**
 - [A.](#) Approval of the March 13th, 2023 Regular Meeting Minutes
- 5. MAYOR'S ANNOUNCEMENTS AND SPECIAL GUEST**
 - A. Introduction and Oath of Office for Officer Travis Waller
 - B. Bellbrook High School Drone Team presentation of Ohio State Championship drone race.
- 6. CITIZEN COMMENTS**
- 7. CITIZENS REGISTERED TO SPEAK ON AGENDA ITEMS**
- 8. PUBLIC HEARING OF PROPOSED ORDINANCES**
- 9. INTRODUCTIONS OF ORDINANCES**
- 10. ADOPTION OF RESOLUTIONS**
 - [A.](#) Resolution 2023-R-7 AUTHORIZING THE CITY MANAGER TO TAKE ALL STEPS AND ACTIONS NECESSARY TO PARTICIPATE IN NEW NATIONAL OPIOID SETTLEMENTS (Havens)
 - [B.](#) Resolution 2023-R-8 AUTHORIZING THE CITY MANAGER TO EXPEND FUNDS TO COVER THE COSTS OF VARIOUS GOODS AND SERVICES ORDERED FOR CITY OPERATIONS AND TO MAKE PAYMENT ON INVOICES WITH A THEN AND NOW CERTIFICATE (Greenwood)
- 11. OLD BUSINESS**
- 12. NEW BUSINESS**
- 13. CITY MANAGER'S REPORT**
 - [A.](#) Update on bid results for Franklin Street Bridge Project
- 14. COMMITTEE REPORTS**
 - A. Safety Committee
 - B. Service Committee
 - C. Finance/Audit Committee
 - D. Community Affairs Committee
- 15. CITY OFFICIAL COMMENTS**
- 16. EXECUTIVE SESSION**
- 17. ADJOURNMENT**

File Attachments for Item:

A. Approval of the March 13th, 2023 Regular Meeting Minutes

RECORD OF PROCEEDINGS

Bellbrook City Council Meeting
March 13, 2023

Item A. Section 4, Item

CALL THE MEETING TO ORDER:

Mayor Schweller called the Regular Meeting of the Bellbrook City Council to order at 7:00pm

PLEDGE OF ALLEGIANCE:

Mayor Schweller led the Council in the Pledge of Allegiance.

ROLL CALL:

PRESENT

Mrs. Katherine Cyphers

Mr. Forrest Greenwood

Mr. Brady Harding

Mr. Ernie Havens

Mr. T.J. Hoke

Mrs. Elaine Middlestetter

Mayor Mike Schweller

ABSENT:

ALSO PRESENT:

Rob Schommer, City Manager

APPROVAL OF MINUTES:

Mayor Schweller asked if anyone had comments or corrections to the minutes of the February 13, 2023, meeting. Hearing none, the minutes were declared to be approved.

MAYOR'S ANNOUNCEMENTS / SPECIAL PRESENTATIONS:

Mayor Schweller announced guest, Mr. David Hayes, the Greene County Prosecutor.

Mr. David Hayes introduced himself to Council, thanked the Bellbrook PD, City, and explained how he works to serve the community and looks forward to working hand in hand with Bellbrook.

CITIZEN COMMENTS

None

PUBLIC HEARING OF PROPOSED ORDINANCES:

None

RECORD OF PROCEEDINGS

Bellbrook City Council Meeting
March 13, 2023

Item A. Section 4, Item

INTRODUCTION OF ORDINANCES:

Ordinance 2023-O-1: Amending Ordinance 2022-O-10 by making supplemental appropriations for expenses of the City of Bellbrook for the period beginning January 1, 2023, and ending December 31, 2023, and declaring an emergency (Havens)

Mr. Havens read the Ordinance.

Mr. Schommer explained OneOhio Settlement Funds were received and a new fund will be created to account for the monies received. In addition there was an unanticipated repair to the fuel system, which the cost will be shared by the school district. He asked the Ordinance be approved at introduction.

Mayor Schweller asked if there were any questions or comments of council regarding Ordinance 2023-O-1.

Mr. Hoke asked if the Opioid funds are a one-time deal.

Mr. Schommer replied there is a possibility additional settlements will occur and the distribution rates would be applied..

Mr. Harding noted the columns in the exhibit did not add up. Mr. Schommer noted an extra number was added and it will be noted as a scrivener's error and corrected for the signed Ordinance..

Mayor Schweller asked for a Motion for the Adoption upon Introduction of Ordinance 2023-O-1.

Motion made by Mr. Havens, Seconded by Mr. Hoke

Voting Yea: Mrs. Cyphers, Mr. Greenwood, Mr. Harding, Mr. Havens, Mr. Hoke, Mrs.

Middlestetter, Mayor Schweller

Motion Carries

RESOLUTIONS:

Resolution 2023-R-6: Establishing a special revenue fund No. 202 titled "One Ohio Opioid Settlement" (Cyphers)

Mrs. Cyphers read the Resolution.

Mr. Schommer explained this Resolution creates the new Fund for placement of the OneOhio Opioid Settlement Funds. It is required by the Auditor that special use funds be accounted for separate from the General Fund.

Mayor Schweller asked if anyone had questions or discussion on Resolution 2023-R-6.

Seeing none can we have a Motion for the Adoption.

Motion made by Mrs. Cyphers, Seconded by Mr. Greenwood

Voting Yea: Mrs. Cyphers, Mr. Greenwood, Mr. Harding, Mr. Havens, Mr. Hoke, Mrs.

Middlestetter, Mayor Schweller

Motion Carries

RECORD OF PROCEEDINGS

Bellbrook City Council Meeting
March 13, 2023

Item A. Section 4, Item

OLD BUSINESS:

None

NEW BUSINESS:

Mayor Schweller announced the next topic, the Annual Review of City Departments (activities and highlights).

Mr. Schommer spoke on the highlights for 2022 by department.

Chief Steve Carmen spoke on the changes at the Police Department Report for 2022.

- New Hires
- School Resource Officer
- RMS System
- Drug drop off box
- Upgraded body cameras

Mayor Schweller thanked Chief Carmen for the report.

Chief Anthony Bizzarro spoke on the Fire Department Report for 2022.

- Staffing
- Hiring
- Vehicles (medic and chassis)
- Fire Grant (FEMA)
- Giving back to the community
- Parts for medics

Mayor Schweller thanked Chief Bizzarro for the great report. Also, invited Mr. Ryan Pasley the service director.

Mr. Ryan Pasley spoke on the Service Department Report for 2022.

- Water Production
- Work Orders
- Water System Maintenance & Repairs
- Snow Removal
- Annual Paving Project
- Back-Hoe Replacement

Mayor Schweller thanked Mr. Ryan Pasley for the great report.

Mayor Schweller introduced Mr. Jason Foster

Mr. Jason Foster spoke on Community Development Report for 2022.

- Permits

RECORD OF PROCEEDINGS

Bellbrook City Council Meeting
March 13, 2023

Item A. Section 4, Item

- Violations
- Zoning/Code Enforcement
- Inspections
- IWORQ
- New Businesses
- Code Re-Writes

Mayor Schweller thanked Mr. Foster for the great report.

Mr. Schommer spoke on the Administrations Report for 2022.

- HR
- Health Care
- New Employees
- Personnel Expenses
- Operational Expenses (by fund)
- Overall Expenses vs. Revenue
- Legislative Activities
- Administrative Projects

Mayor Schweller thanked Mr. Schommer and staff for all the hard work done in 2022.

CITY MANAGER REPORT:

Mr. Schommer gave updates on the request from council about looking into alternatives to building inspection and permitting. Also, provided infrastructure project updates.

Mr. Schommer discussed the crosswalk changes on the street scape project and noted the Franklin Street Bridge project will be out to bid March 30.

Mr. Schommer announced the City will need a 2023 Charter Review Commission appointed. The process includes allowing 30 days to receive letters of interest to appoint 15 members of the Commission. He encouraged Council to pass this along to anyone they would like to see appointed..

Mayor Schweller thanked Mr. Schommer for the report.

COMMITTEE REPORTS:

SAFETY:

Mr. Hoke mentioned the police department is participating in the school districts Active Shooter Response Team Implementation Committee.

He also noted the Ohio Attorney General's office will audit and inspect our compliance with OHLLEG operations.

Mr. Hoke also noted the Fire Department has formed Ladder Truck Committee in anticipation of

RECORD OF PROCEEDINGS

Bellbrook City Council Meeting
March 13, 2023

Item A. Section 4, Item

receiving grant funds to order a new ladder truck

SERVICE:

Mr. Greenwood mentioned to register phone numbers with the City of Bellbrook to receive updates and important information sent such as boil advisories, closing, etc..

FINANCE/GOVERNMENT AFFAIRS:

None

COMMUNITY AFFAIRS:

None

CITY OFFICIAL COMMENTS:

All council members thanked all city employees and residents in the audience for attending the meeting tonight.

Mayor Schweller asked if anyone in council has any business to bring before us this evening. None

EXECUTIVE SESSION:

ADJOURNMENT:

Hearing no further business coming before the Council, Mayor Schweller declared the meeting adjourned at 9:17 pm

Michael Schweller, Mayor

Robert Schommer, Clerk of Council

File Attachments for Item:

A. Resolution 2023-R-7 AUTHORIZING THE CITY MANAGER TO TAKE ALL STEPS AND ACTIONS NECESSARY TO PARTICIPATE IN NEW NATIONAL OPIOID SETTLEMENTS (Havens)

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

Bellbrook city, OH
Reference Number: CL-388977

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: Bellbrook 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://nationalopioidsettlement.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: Bellbrook 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: Bellbrook 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: Bellbrook 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://nationalopioidsettlement.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: Bellbrook 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://nationalopioidsettlement.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: _____

RECORD OF RESOLUTIONS

Item A. Section 10, Item

Resolution No. 2023-R-7

April 10, 2023

City of Bellbrook State of Ohio

Resolution No. 2023-R-7

AUTHORIZING THE CITY MANAGER TO TAKE ALL STEPS AND ACTIONS NECESSARY TO PARTICIPATE IN NEW NATIONAL OPIOID SETTLEMENTS

WHEREAS, the City of Bellbrook is a participant and awarded community for the OneOhio Opioid Settlements part of the National Opioid Settlements; and

WHEREAS, there are five new proposed national opioid settlements that have been reached with Teva, Allergan, CVS, Walgreens, and Walmart; and

WHEREAS, the City of Bellbrook as a participating local subdivision must execute associated Participation Forms to receive settlement benefits.

NOW, THEREFORE, THE CITY OF BELLBROOK HEREBY RESOLVES:

Section 1. That the City Manager is authorized to take all steps and actions necessary to execute the Participation Forms and Package and agree to settlements through the National Opioid Settlements with Teva, Allergan, CVS, Walgreens, and Walmart.

Section 2. That it is found and determined that all formal actions of the City Council relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements, including §121.22 of the Revised Code of the State of Ohio.

Section 3. That this resolution shall take effect and be in force forthwith.

PASSED BY City Council this ____ day of _____, 2023.

____ Yeas; ____ Nays.

AUTHENTICATION:

Michael W. Schweller, Mayor

Robert Schommer, Clerk of Council

File Attachments for Item:

B. Resolution 2023-R-8 AUTHORIZING THE CITY MANAGER TO EXPEND FUNDS TO COVER THE COSTS OF VARIOUS GOODS AND SERVICES ORDERED FOR CITY OPERATIONS AND TO MAKE PAYMENT ON INVOICES WITH A THEN AND NOW CERTIFICATE (Greenwood)

RECORD OF RESOLUTIONS

Item B. Section 10, Item

Resolution No. 2023-R-8

April 10, 2023

City of Bellbrook State of Ohio

Resolution No. 2022-R-6

AUTHORIZING THE CITY MANAGER TO EXPEND FUNDS TO COVER THE COSTS OF VARIOUS GOODS AND SERVICES ORDERED FOR CITY OPERATIONS AND TO MAKE PAYMENT ON INVOICES WITH A THEN AND NOW CERTIFICATE

WHEREAS, The City has pending invoices that exceed \$3,000 for services that were ordered for the operations of the City; and

WHEREAS, Section 5705.41 (D) of the Ohio Revised Code states “No orders or contracts involving the expenditure of money are to be made unless there is a certificate of the fiscal officer that the amount required for the order or contract has been lawfully appropriated and is in the treasury or in the process of collection to the credit of an appropriate fund free from any previous encumbrances; and

WHEREAS, the Ohio Revised Code has an exception for the requirement in Section 5705.41(D) allowing a Then and Now Certificate which provides that, if the fiscal officer can certify that both at the time that the contract or order was made and at the time that he/she is completing the certification, sufficient funds were available or in the process of collection, to the credit of a proper fund, properly appropriated and free from any previous encumbrance, the taxing authority can authorize the drawing of a warrant; and

WHEREAS, the Ohio Revised Code allows amounts less than \$3,000 for municipalities to be paid by the fiscal officer without affirmation of the taxing authority upon completion of the Then and Now Certificate, provided that the expenditure is otherwise lawful; and

WHEREAS, there are sufficient funds currently appropriated by Ordinance to cover the costs incurred for the various goods and services

NOW, THEREFORE, THE CITY OF BELLBROOK HEREBY RESOLVES:

Section 1. The City Manager is hereby authorized to approve payments for the goods and services listed in Exhibit A through the Then and Now Certificate.

Section 2. That it is found and determined that all formal actions of the City Council relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements, including §121.22 of the Revised Code of the State of Ohio.

Section 3. That this resolution shall take effect and be in force forthwith.

PASSED BY City Council this ____ day of ____, 2023.

____ Yeas; ____ Nays.

RECORD OF RESOLUTIONS

Item B.Section 10, Item

Resolution No. 2023-R-8

April 10, 2023

AUTHENTICATION:

Michael W. Schweller, Mayor

Robert Schommer, Clerk of Council

Resolution 2023-R-8

EXHIBIT A

DETAIL	DESCRIPTION	TOTAL
Swagit Productions, LLC	2024 Client Controlled Indexing Software For Video Streaming	\$7,140.00

Requisition Lines

LINE NUMBER	LINE DESCRIPTION	ACCOUNT	AVAILABLE BUDGET	LINE AMOUNT	SHIP TO
1	Client Controlled Indexing Software for Video Streaming	100-12-5403 (Hardware & Software)	10360.00	7140.00	
			\$10,360.00	\$7,140.00	

Item B.Section 10, Item

Swagit Productions, LLC

Item B.Section 10, Item



P.O. Box 251002
Plano, TX 75025-1002
Fax # 214-750-9513
accounting@rocksolid.com

*Make Checks Payable To Swagit Productions, LLC

Bill To
<p>Bellbrook, OH City of Bellbrook 15 East Franklin St Bellbrook OH 45305</p>

Invoice #	SW-001542SI
Sales Representative	Vin Nguyen
Phone #	214-432-5905
Date	01/18/2023
Client Contact	Rob Schommer
P.O. No.	
Swagit Account #	2K220121BB

Invoice

Description	Qty	Rate	Amount
Client Controlled Indexing Software – 100 02/01/2023 - 01/31/2024	1	\$7,140.00	\$7,140.00
Subtotal			USD 7,140.00

--

Payments/Credits	USD 0.00
Balance Due	USD 7,140.00

Bank Information:

Beneficiary: Swagit Productions, LLC
Beneficiary's Bank: Wells Fargo Bank, N.A.
Routing #: 111900659
Account #: 7554163464

File Attachments for Item:

A. Update on bid results for Franklin Street Bridge Project

From: Scott.Brown@dot.ohio.gov
To: [Rob Schommer](#)
Cc: [Ryan Pasley](#); Ben.Miller@dot.ohio.gov
Subject: FW: 110612 PROJ: 230183 City of Bellbrook Additional amount owed
Date: Thursday, March 30, 2023 12:53:46 PM
Attachments: [image001.png](#)
[image002.png](#)

Good afternoon Rob,

ODOT opened bids on the subject project today, and here is a summary of the results:

BASIC PROJECT INFORMATION					
DIST	PID	CONST#	NAME		PM
8	110612	230183	GRE SR 725 1.91		BROWN, SCOTT A
DESCRIPTION					
Construction of a sidewalk on the south side of Franklin Street from just west of Little Sugarcreek Road to the alley west of West Street. A mid-block pedestrian crossing will be installed west of the alley. Replacement of three beams on the existing Fran					
Structure Treatments					
NLF ID	Log	Des	SFN	Feature Int.	Treatment
SGRESR00725**C	1.91		2902788	LITTLE SUGAR CREEK	220 - Superstructure Replacement
BID INFORMATION					
VENDOR NAME		BID AMOUNT		% STATE EST. \$807,000.00	% ELLIS EST. \$730,108.25
DOUBLE Z CONSTRUCTION COMPANY		\$949,980.71		17.72%	30.12%
BRUMBAUGH CONSTRUCTION INC		\$969,914.00		20.19%	32.85%
JOHN R JURGENSEN COMPANY		\$1,098,223.79		36.09%	50.42%
COMPLETE GENERAL CONSTRUCTION COMPANY		\$1,134,602.04		40.60%	55.40%
SUNESIS CONSTRUCTION CO		\$1,162,946.18		44.11%	59.28%

Per the email below, our Office of Estimating calculated the additional amount due from the City of Bellbrook to proceed with the award of the project.

The bid tabs are kept secret between bid opening and award (they get posted publicly if the project is awarded), so I unfortunately can't share them with you. If needed, I can put you in touch with our Estimator, who can explain to you where the low bid came in high. One thing to note though, we made some fairly significant changes via the last addendum we submitted (adding the paver tree lawn and paver mid-block crossing), so I was expecting the low bid to be higher than what we estimated originally.

Let me know if I can be of any assistance in your consideration on whether to award. For now, we simply need an email

from you. If we award, we'll follow up with an invoice in the week or two following award, requesting payment of the additional amount due.

Let me know if you have any questions.

Thanks,
Scott

Scott A. Brown, P.E.

Planning Engineer

Local Public Agency Coordinator

ODOT District 8

505 South State Route 741

Lebanon, OH 45036

513.933.6706

transportation.ohio.gov



From: Ware, Helene <Helene.Ware@dot.ohio.gov>

Sent: Thursday, March 30, 2023 12:33 PM

To: Miller, Benjamin <Ben.Miller@dot.ohio.gov>

Cc: Brown, Scott <Scott.Brown@dot.ohio.gov>; Anthony, Joseph <Joseph.Anthony@dot.ohio.gov>; Newhouse, Scott <Scott.Newhouse@dot.ohio.gov>; Jackson, Katherine <Katie.Jackson@dot.ohio.gov>; Stacy, Daniel <Dan.Stacy@dot.ohio.gov>

Subject: PID: 110612 PROJ: 230183 City of Bellbrook Additional amount owed

Good afternoon,

Based on the apparent low bidder, the City of Bellbrook will owe an additional \$85,910.00 if awarded. Please let us know by noon on Wednesday April 5, 2023 if they are willing to pay the amount.

Thank you,

Helene Ware

Project Coordinator / Funding Analyst

ODOT Office of Contract Sales and Estimating (MS 4110)

1980 W. Broad St., Columbus, OH 43223

(p) 614-309-8721

transportation.ohio.gov

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