

Steve Miller
Mayor

Ron D'Epifanio
Council Member at Large

Chad Oberson
Council Member at Large

Bill Woeste
Council Member at Large



Leslie Besl
Council Member, 1st Ward

Craig Keller
Council Member, 2nd Ward

Debbie Pennington
Council Member, 3rd Ward

Tim Abbott
Council Member, 4th Ward

**CITY OF FAIRFIELD CITY COUNCIL
REGULAR MEETING AGENDA
MONDAY, SEPTEMBER 23, 2019 7:00 PM
5350 PLEASANT AVENUE, FAIRFIELD, OH 45014**

Guidelines for Citizen Comments: Thank you for your interest and participation in city government. Fairfield City Council's Guidelines for Citizen Comments describe the rules for addressing City Council. The guidelines are posted in the Council Chambers.

ADA Notice: The City of Fairfield is pleased to provide accommodations to disabled individuals or groups and encourage full participation in city government. Should special accommodations be required, please contact the Clerk of Council at 867-5383 at least 48 hours in advance of the meeting.

1. COUNCIL-MANAGER BRIEFING

A. 6:00 PM - Wildlife Management/ODNR & Branding Campaign

2. BUSINESS MEETING CALL TO ORDER

3. PRAYER/PLEDGE OF ALLEGIANCE

4. ROLL CALL

5. AGENDA MODIFICATIONS

6. EXECUTIVE SESSION REQUESTS

7. SPECIAL PRESENTATIONS AND CITIZEN COMMENTS

8. PUBLIC HEARING(S)

9. APPROVAL OF MINUTES

a. Regular Meeting held September 9, 2019

10. OLD BUSINESS AND REPORTS

A. COMMUNITY & PUBLIC RELATIONS COMMITTEE

Leslie Besl, Chair; Debbie Pennington, Vice Chair; Craig Keller, Member

B. DEVELOPMENT SERVICES COMMITTEE

Bill Woeste, Chair; Tim Abbott, Vice Chair; Ron D'Epifanio, Member

1. Resolution approving the Ward Boundary Review Commission Report and recommendation to make no changes to the boundaries of the four wards and amend the City Charter to require a decennial review.
 - Legislation - Third Reading
 - Motion - Adoption

C. PARKS, RECREATION AND ENVIRONMENT COMMITTEE

Craig Keller, Chair; Bill Woeste, Vice Chair; Debbie Pennington, Member

D. PUBLIC SAFETY COMMITTEE

Ron D'Epifanio, Chair; Craig Keller, Vice Chair; Tim Abbott, Member

1. Ordinance to amend Chapter 505, entitled Animals and Fowl, of Ordinance No. 166-84, the Codified Ordinances of Fairfield, Ohio.
 - Legislation - Second Reading

E. PUBLIC WORKS COMMITTEE

Chad Oberson, Chair; Ron D'Epifanio, Vice Chair; Bill Woeste, Member

F. PUBLIC UTILITIES COMMITTEE

Debbie Pennington, Chair; Chad Oberson, Vice Chair; Leslie Besl, Member

G. FINANCE & BUDGET COMMITTEE

Tim Abbott, Chair; Leslie Besl, Vice Chair; Chad Oberson, Member

11. NEW BUSINESS

A. COMMUNITY & PUBLIC RELATIONS COMMITTEE

Leslie Besl, Chair; Debbie Pennington, Vice Chair; Craig Keller, Member

1. Simple Motion: Motion to re-appoint Dave Butsch and Don Hassler to the Butler County Transportation Improvement District effective October 13, 2019 and expiring October 12, 2021.

B. PUBLIC SAFETY COMMITTEE

Ron D'Epifanio, Chair; Craig Keller, Vice Chair; Tim Abbott, Member

1. Simple Motion: Motion to not request a hearing regarding a liquor permit application in the name of Carniceria El Camino LLC dba Carniceria El Camino, Unit 1, 1st Floor, 5951 Boymel Drive, Fairfield, OH 45014 (Permit Class C1 & C2).
2. Ordinance to authorize the City Manager to enter into a contract with Medicount Management, Inc. to provide EMS Billing Services to the City of Fairfield and

declaring an emergency.

- Motion - Read by Title Only (Optional)
- Legislation - First Reading
- Motion - Suspend Second and Third Readings
- Motion - Adoption

C. FINANCE & BUDGET COMMITTEE

Tim Abbott, Chair; Leslie Besl, Vice Chair; Chad Oberson, Member

1. Ordinance providing for the issuance of \$80,882.70 of bonds by the City of Fairfield, Ohio, to pay part of the cost of sidewalk repair in the City, and declaring an emergency.

- Motion - Read by Title Only (Optional)
- Legislation - First Reading
- Motion - Suspend Second and Third Readings
- Motion - Adoption

2. Ordinance to establish salaries and hourly rates for certain salaried and hourly employees of the City of Fairfield, Ohio and to authorize and limit the numbers and types of certain employees, to repeal Ordinance 73-19 and all Amendments thereto and declaring an emergency.

- Motion - Read by Title Only (Optional)
- Legislation - First Reading
- Motion - Suspend Second and Third Readings
- Motion - Adoption

3. Ordinance to amend Ordinance No. 127-18 entitled “An Ordinance to make estimated appropriations for the expenses and other expenditures of the City of Fairfield, Ohio, during a period beginning January 1, 2019, and ending December 31, 2019.”

Non-Contractual Appropriations: \$20,000 for meter reading equipment; \$3,570 for raw water well flow testing; \$7,450 for asphalt repairs for the Water Division; \$7,200 for concrete repairs at Wastewater Plant.

- Motion - Read by Title Only (Optional)
- Legislation - First Reading
- Motion - Suspend Second and Third Readings
- Motion - Adoption

12. MEETING SCHEDULE

- A. Tuesday, October 15 - Council-Manager Briefing, 6:00 PM; Regular Meeting 7:00 PM
- B. Monday, October 28 - Council-Manager Briefing, 6:00 PM; Regular Meeting 7:00 PM

C. Monday, November 11 - Council-Manager Briefing, 6:00 PM; Regular Meeting 7:00 PM

13. EXECUTIVE SESSION OF COUNCIL (IF NEEDED)

14. ADJOURNMENT

**City of Fairfield
Minutes
Regular Meeting of City Council
September 9, 2019**

Council-Manager Briefing

A. 6:00 PM - Fairfield Forward Presentation

Mayor Miller called the briefing to order at 6:00 PM. Councilmembers present were Leslie Besl, Craig Keller, Debbie Pennington, Tim Abbott, Chad Oberson and Bill Woeste. Staff members present: Mark Wendling, Greg Kathman, Erin Lynn, Dan Wendt, Scott Timmer, Mark Parker, Steve Wolterman, Adam Sackenheim, Alisha Wilson, Tiphonie Howard, Steve Maynard, Carol Mayhall. Planning Commission members present: Scott Lepsky, Dean Langevin, Terry Senger and Dale Paullus.

Council heard an update on the Comprehensive Plan from Consultant Paul Colter. See attached slides.

Business Meeting Call to Order

Mayor Miller called the regular meeting to order at 7:00 PM.

Prayer/Pledge of Allegiance

Councilmember Woeste led in prayer and Pledge of Allegiance.

Roll Call

Councilmembers present included:

Attendee Name	Title	Status	Arrived
Ron D'Epifanio	Council Member at Large	Present	
Chad Oberson	Council Member at Large	Present	
Bill Woeste	Council Member at Large	Present	
Leslie Besl	Council Member, 1st Ward	Present	
Craig W. Keller	Council Member, 2nd Ward	Present	
Debbie Pennington	Council Member, 3rd Ward	Present	
Tim Abbott	Council Member, 4th Ward	Present	
Steve Miller	Mayor	Present	

Agenda Modifications

None.

Executive Session Requests

Councilmember Abbott, seconded by Councilmember Woeste, moved for Executive Session to discuss purchase of public property and negotiations with public employees. Motion carried 7-0.

Special Presentations and Citizen Comments

Minutes Acceptance: Minutes of Sep 9, 2019 7:00 PM (Approval of Minutes)

a. Oath of Office - Police

Councilmember D'Epifanio administered the oath of office for Officer Brandon Barda, Officer Connor Frazier, Officer Ben Schwartz, and Officer Jeremiah Taylor. Chief Maynard welcomed them to the department.

Public Hearing(s)

None.

Approval of Minutes

The Regular Meeting Minutes of August 12, 2019 were approved as written and submitted.

OLD BUSINESS AND REPORTS

Community & Public Relations Committee

Leslie Besl, Chair; Debbie Pennington, Vice Chair; Craig Keller, Member

Development Services Committee

Bill Woeste, Chair; Tim Abbott, Vice Chair; Ron D'Epifanio, Member

Resolution approving the Ward Boundary Review Commission Report and recommendation to make no changes to the boundaries of the four wards and amend the City Charter to require a decennial review.

Recommendation:

A resolution approving the Ward Boundary Review Commission's report that recommends no changes be made to the political ward boundaries and that the City Charter be amended to require a decennial review.

It is recommended that City Council approve this report at the August 12, 2019 meeting.

Councilmember Woeste presented the second reading of this resolution.

RESULT:	SECOND READING	Next: 9/23/2019 7:00 PM
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Parks, Recreation and Environment Committee

Craig Keller, Chair; Bill Woeste, Vice Chair; Debbie Pennington, Member

Public Safety Committee

Ron D'Epifanio, Chair; Craig Keller, Vice Chair; Tim Abbott, Member

Public Works Committee

Chad Oberson, Chair; Ron D'Epifanio, Vice Chair; Bill Woeste, Member

Public Utilities Committee

Debbie Pennington, Chair; Chad Oberson, Vice Chair; Leslie Besl, Member

Finance & Budget Committee

Minutes Acceptance: Minutes of Sep 9, 2019 7:00 PM (Approval of Minutes)

Tim Abbott, Chair; Leslie Besl, Vice Chair; Chad Oberson, Member

NEW BUSINESS

Public Safety Committee

Ron D'Epifanio, Chair; Craig Keller, Vice Chair; Tim Abbott, Member

Simple Motion: Motion to not request a hearing regarding a liquor permit application in the name of NicFusion, LLC, Hot & Spicy, 4623 Dixie Highway, Fairfield, OH 45014 (Permit Class D1, D2, D3 & D6).

Recommendation:

It is recommended that City Council request, by simple motion, that **no hearing be held** on the liquor permit application in the name of NicFusion, LLC, Hot & Spicy, 4623 Dixie Highway, Fairfield, OH 45014 (Permit Class D1, D2, D3 & D6).

SIMPLE MOTION NO. 16-19. APPROVED 7-0.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Ron D'Epifanio, Council Member at Large
SECONDER:	Bill Woeste, Council Member at Large
AYES:	D'Epifanio, Oberson, Woeste, Besl, Keller, Pennington, Abbott

Motion to Read by Title Only

Motion to read one ordinance by title only.

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Ron D'Epifanio, Council Member at Large
SECONDER:	Tim Abbott, Council Member, 4th Ward
AYES:	D'Epifanio, Oberson, Woeste, Besl, Keller, Pennington, Abbott

Ordinance to amend Chapter 505, entitled Animals and Fowl, of Ordinance No. 166-84, the Codified Ordinances of Fairfield, Ohio.

Recommendation:

Due to recent court decisions and the need to provide for more effective enforcement animal control it has become necessary to update the City's animal control statutes. It is recommended that City Council have a first reading on this item at the September 9, 2019 meeting.

Attorney Steve Wolterman presented an overview of the proposed revisions to the animal control ordinance.

Kurt Frymouth, District Leader for Humane Society of the United States, spoke regarding the insurance requirement that is proposed. He is not in favor of it because it puts an unnecessary burden on low income pet owners.

Minutes Acceptance: Minutes of Sep 9, 2019 7:00 PM (Approval of Minutes)

Katherine Hartung, Joseph's Legacy Dog Foster and Legal Advocate/Paralegal with Department of Justice, also opposed the insurance requirement and said that the number of dogs needs to be addressed, as well. City Manager Mark Wendling explained that the number is something that is part of the zoning code and as such, it will be addressed separately.

Councilmember D'Epifanio presented the first reading of this ordinance.

RESULT: **FIRST READING** **Next: 9/23/2019 7:00 PM**

Public Works Committee

Chad Oberson, Chair; Ron D'Epifanio, Vice Chair; Bill Woeste, Member

Motion to Read by Title Only

Motion to read the following four ordinances by title only.

RESULT: **CARRIED [UNANIMOUS]**
MOVER: Chad Oberson, Council Member at Large
SECONDER: Craig W. Keller, Council Member, 2nd Ward
AYES: D'Epifanio, Oberson, Woeste, Besl, Keller, Pennington, Abbott

Ordinance to authorize the City Manager to execute and file an Ohio Public Works Commission (OPWC) grant application and agreement for purchase of the 5333 Pleasant Avenue Property and declaring an emergency.

Recommendation:

It is recommended that City Council authorize the preparation of legislation, with rules suspension and emergency provision, authorizing the City Manager to execute and file the application for financial assistance, and enter into an agreement with OPWC for a grant to fund a portion of the 5333 Pleasant Avenue Property Acquisition.

ORDINANCE NO. 89-19. APPROVED 7-0.

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Chad Oberson, Council Member at Large
SECONDER: Craig W. Keller, Council Member, 2nd Ward
AYES: D'Epifanio, Oberson, Woeste, Besl, Keller, Pennington, Abbott

Motion to Suspend Second and Third Readings

Councilmember Oberson presented the first reading of this ordinance.

RESULT: **CARRIED [UNANIMOUS]**
MOVER: Chad Oberson, Council Member at Large
SECONDER: Bill Woeste, Council Member at Large
AYES: D'Epifanio, Oberson, Woeste, Besl, Keller, Pennington, Abbott

Ordinance to authorize the City Manager to execute and file an Ohio Public Works Commission (OPWC) Grant Application and Agreement for 2020 Boymel Drive Improvement Project and declaring an emergency.

Minutes Acceptance: Minutes of Sep 9, 2019 7:00 PM (Approval of Minutes)

Recommendation:

It is recommended that City Council authorize the preparation of legislation authorizing the City Manager to execute and file the application for financial assistance, and enter into an agreement with OPWC for a grant to fund a portion of the 2020 Boymel Drive Improvement Project.

ORDINANCE NO. 90-19. APPROVED 7-0.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Chad Oberson, Council Member at Large
SECONDER:	Bill Woeste, Council Member at Large
AYES:	D'Epifanio, Oberson, Woeste, Besl, Keller, Pennington, Abbott

Motion to Suspend Second and Third Readings

Councilmember Oberson presented the first reading of this ordinance.

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Chad Oberson, Council Member at Large
SECONDER:	Bill Woeste, Council Member at Large
AYES:	D'Epifanio, Oberson, Woeste, Besl, Keller, Pennington, Abbott

Ordinance to authorize the City Manager to execute and file an Ohio Public Works Commission (OPWC) Issue 1 Grant Application and Agreement for 2021 Street Improvement Project and declaring an emergency.

Recommendation:

It is recommended that City Council authorize the preparation of legislation authorizing the City Manager to execute and file the application for financial assistance, and enter into an agreement with OPWC for a grant to fund a portion of the 2021 Street Improvement Program.

ORDINANCE NO. 91-19. APPROVED 7-0.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Chad Oberson, Council Member at Large
SECONDER:	Craig W. Keller, Council Member, 2nd Ward
AYES:	D'Epifanio, Oberson, Woeste, Besl, Keller, Pennington, Abbott

Motion to Suspend Second and Third Readings

Councilmember Oberson presented the first reading of this ordinance.

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Chad Oberson, Council Member at Large
SECONDER:	Debbie Pennington, Council Member, 3rd Ward
AYES:	D'Epifanio, Oberson, Woeste, Besl, Keller, Pennington, Abbott

Ordinance to authorize the City Manager to enter into a contract with MKSK of Cincinnati for the engineering services needed to complete the design of Citywide Active Transportation Plan (Pedestrian Interconnectivity) and declaring an emergency.

Recommendation:

It is recommended that the City Council authorize an appropriation of \$75,000.00 be made from the General Fund and that Council authorize the City Manager to enter into a contract with MKSK of

Cincinnati for the engineering services needed to perform the Citywide Active Transportation Plan design.

ORDINANCE NO. 92-19. APPROVED 7-0.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Chad Oberson, Council Member at Large
SECONDER:	Debbie Pennington, Council Member, 3rd Ward
AYES:	D'Epifanio, Oberson, Woeste, Besl, Keller, Pennington, Abbott

Motion to Suspend Second and Third Readings

Councilmember Oberson presented the first reading of this ordinance.

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Chad Oberson, Council Member at Large
SECONDER:	Tim Abbott, Council Member, 4th Ward
AYES:	D'Epifanio, Oberson, Woeste, Besl, Keller, Pennington, Abbott

Finance & Budget Committee

Tim Abbott, Chair; Leslie Besl, Vice Chair; Chad Oberson, Member

Motion to Read by Title Only

Motion to read the following resolution and three ordinances by title only.

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Tim Abbott, Council Member, 4th Ward
SECONDER:	Debbie Pennington, Council Member, 3rd Ward
AYES:	D'Epifanio, Oberson, Woeste, Besl, Keller, Pennington, Abbott

Resolution Accepting the Amounts and Rates as Determined by the Budget Commission and authorizing the necessary tax levies and certifying them to the County Auditor.

Recommendation:

The resolution would authorize the necessary tax levies to be collected for tax year 2019 collected during budget year 2020 to the Butler County Auditor.

RESOLUTION NO. 7-19. APPROVED 7-0.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Tim Abbott, Council Member, 4th Ward
SECONDER:	Chad Oberson, Council Member at Large
AYES:	D'Epifanio, Oberson, Woeste, Besl, Keller, Pennington, Abbott

Motion to Suspend Second and Third Readings

Councilmember Abbott presented the first reading of this resolution.

Minutes Acceptance: Minutes of Sep 9, 2019 7:00 PM (Approval of Minutes)

RESULT: CARRIED [UNANIMOUS]
MOVER: Tim Abbott, Council Member, 4th Ward
SECONDER: Debbie Pennington, Council Member, 3rd Ward
AYES: D'Epifanio, Oberson, Woeste, Besl, Keller, Pennington, Abbott

Ordinance to Amend Ordinance no. 127-18 Entitled "An Ordinance to make estimated appropriations for the expenses and other expenditures of the City of Fairfield, Ohio, during a period beginning January 1, 2019 and ending December 31, 2019." - Supplemental Appropriations - Transfers of Monies

Recommendation:

It is recommended that City Council authorize and direct the preparation of legislation amending the annual operating budget.

ORDINANCE NO. 93-19. APPROVED 7-0.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Tim Abbott, Council Member, 4th Ward
SECONDER: Leslie Besl, Council Member, 1st Ward
AYES: D'Epifanio, Oberson, Woeste, Besl, Keller, Pennington, Abbott

Motion to Suspend Second and Third Readings

Councilmember Abbott presented the first reading of this ordinance.

RESULT: CARRIED [UNANIMOUS]
MOVER: Tim Abbott, Council Member, 4th Ward
SECONDER: Chad Oberson, Council Member at Large
AYES: D'Epifanio, Oberson, Woeste, Besl, Keller, Pennington, Abbott

Ordinance to amend Ordinance No. 127-18 entitled "An Ordinance to make estimated appropriations for the expenses and other expenditures of the City of Fairfield, Ohio, during a period beginning January 1, 2019, and ending December 31, 2019."

Recommendation:

It is recommended that City Council suspend the rules requiring a second and third reading of this Ordinance and adopt the appropriations listed above.

ORDINANCE NO. 94-19. APPROVED 7-0.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Tim Abbott, Council Member, 4th Ward
SECONDER: Craig W. Keller, Council Member, 2nd Ward
AYES: D'Epifanio, Oberson, Woeste, Besl, Keller, Pennington, Abbott

Motion to Suspend Second and Third Readings

Councilmember Abbott presented the first reading of this ordinance.

Minutes Acceptance: Minutes of Sep 9, 2019 7:00 PM (Approval of Minutes)

RESULT: CARRIED [UNANIMOUS]
MOVER: Tim Abbott, Council Member, 4th Ward
SECONDER: Debbie Pennington, Council Member, 3rd Ward
AYES: D'Epifanio, Oberson, Woeste, Besl, Keller, Pennington, Abbott

Ordinance to amend Ordinance No. 127-18 entitled “An Ordinance to make estimated appropriations for the expenses and other expenditures of the City of Fairfield, Ohio, during a period beginning January 1, 2019, and ending December 31, 2019.”

Recommendation:

It is recommended that City Council suspend the rules requiring a second and third reading of this Ordinance and adopt the appropriations listed above.

ORDINANCE NO. 95-19. APPROVED 7-0.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Tim Abbott, Council Member, 4th Ward
SECONDER: Craig W. Keller, Council Member, 2nd Ward
AYES: D'Epifanio, Oberson, Woeste, Besl, Keller, Pennington, Abbott

Motion to Suspend Second and Third Readings

Councilmember Abbott presented the first reading of this ordinance.

RESULT: CARRIED [UNANIMOUS]
MOVER: Tim Abbott, Council Member, 4th Ward
SECONDER: Bill Woeste, Council Member at Large
AYES: D'Epifanio, Oberson, Woeste, Besl, Keller, Pennington, Abbott

Meeting Schedule

Clerk Wilson read the following meeting schedule:

- A. Monday, September 23 - Council-Manager Briefing, 6:00 Pm; Regular Meeting, 7:00 PM
- B. Tuesday, October 15 - Council-Manager Briefing, 6:30 Pm; Regular Meeting, 7:00 PM
- C. Monday, October 28 - Council-Manager Briefing, 6:00 Pm; Regular Meeting, 7:00 PM

Executive Session of Council (if needed)

Council adjourned to Executive Session at 8:00 PM.

14. ADJOURNMENT

The Regular Meeting adjourned at 8:55 PM.

ATTEST:

 Clerk of Council

Minutes Acceptance: Minutes of Sep 9, 2019 7:00 PM (Approval of Minutes)

Mayor's Approval

Date Approved _____

Minutes Acceptance: Minutes of Sep 9, 2019 7:00 PM (Approval of Minutes)



ANIMAL CONTROL ORDINANCE

City of Fairfield, Ohio



ORC 955 DOGS

Ohio's Comprehensive regulation of dogs.

Enactment of HB 14 ORC 955

- ❖ On May 22, 2012, HB 14, the dangerous and vicious dog law, became effective.
- ❖ The Act changed a 25 year old law defining a pit bull as a vicious dog as a matter of state law.
- ❖ The debate over the designation of pit bulls as vicious dogs in state law has been a controversial issue in the General Assembly for nearly a decade.

- The Center for Disease Control and Prevention (CDC) reports that 4.6 million Americans are bitten by dogs each year.
- About 885,000 of these victims seek medical attention, half of them children.
- Homeowner's insurance, if available, usually compensates victims for dog bites.
- Dog bites account for more than 1/3 of all homeowners' claims in the U.S.
- The average dog bite claim costs \$30,000.
- The American Society for Reconstructive Surgery announced in 2012 that 27,752 persons had reconstructive surgery following a dog bite.
- Those aged 5 to 9 years old are especially vulnerable as are children two years of age and younger.
- Elderly people and home service providers, such as mailmen and meter readers, are among those frequently bitten.
- In 2010 to 2014, an average of 33 people per year in the U.S. received fatal dog bite injuries.
- Ohio has a One-Bite Rule, so owners are liable for the first injury their dogs cause. ORC 955.28

Dog Bites in the City of Fairfield

- ❖ Since 2016 there have been 59 dog bites reported.
- ❖ Of those reported, 14 involved a dog believed to be a pit bull.

HOME RULE

Article XVIII, Section 3 of the Ohio Constitution

“Municipalities shall have authority to exercise all powers of local self-government and to adopt and enforce within their limits such local police, sanitary and other similar regulations, as are not in conflict with general laws.”

The Ohio Supreme Court has established the following three-part test to determine whether a municipal ordinance must yield to the provisions of a state statute: “A state statute takes precedence over a local ordinance when (1) the ordinance is in conflict with the statute, (2) the ordinance is an exercise of the police power, rather than of local self-government, and (3) the statute is a general law.” *Canton v. State of Ohio*, 95 Ohio St.3d 149, 151, 2002-Ohio-2005, 766 N.E.2d 963,

Four-part test to determine if a statute is a general law
Canton,

“To constitute a general law for purposes of home-rule analysis, a statute must (1) be part of a statewide and comprehensive legislative enactment, (2) apply to all parts of the state alike and operate uniformly throughout the state, (3) set forth police, sanitary, or similar regulations, rather than purport only to grant or limit legislative power of a municipal corporation to set forth police, sanitary, or similar regulations, and (4) prescribe a rule of conduct upon citizens generally.”

Darlene RUSS, Plaintiff–Appellant
v.
CITY OF REYNOLDSBURG, Defendant–Appellee

81 N.E.3d 493
Court of Appeals of Ohio, Fifth District, Licking County

April 19, 2017

81 N.E.3d 493

Court of Appeals of Ohio, Fifth District, Licking County.

Darlene **RUSS**, Plaintiff–Appellant

v.

CITY OF **REYNOLDSBURG**, Defendant–Appellee

No. 16–CA–58

|

April 19, 2017

Holdings: The Court of Appeals, Baldwin, J., held that:

- Code Chapter, entitled “dogs” and containing state-wide comprehensive provisions relating to dogs, was a general law for purposes of home-rule analysis, and
- City’s ordinances, prohibiting ownership of pit bulls outright, conflicted with state law, and thus, ordinances exceeded city’s authority under the Home Rule Amendment.

Based on the foregoing, we find that Revised Code Chapter 955 is a general law and that the Ordinances at issue in this case conflict with state law and exceed appellee's authority under the Home Rule Amendment.

Ohio Revised Code Chapter 955 has abolished breed-specific determinations of whether or not a dog is vicious or dangerous and focuses instead on the conduct of the individual dog. Under Ohio law, Ohio residents may keep or own any dog they choose, provided that if the dog is determined to be “dangerous” as defined in R.C. 955.11(A)(1)(a), the owner must comply with R.C. 955.22. Thus, while a pit bull is automatically considered “vicious” under the Reynoldsburg Ordinances and ownership of the same is prohibited, a pit bull may or may not be considered “vicious” under Ohio Revised Code Chapter 955 based on its conduct. We find, on such basis, that there is a conflict between ***499** Reynoldsburg’s pit bull Ordinances and Chapter 955, as amended by House Bill 14. The Ordinances prohibit that what is permitted by Ohio statutes (ownership of dogs identified as pit bulls).

Statutory Authority for ordinances not in conflict

R.C. 955.221(B)(3) permits a municipal corporation to adopt and enforce ordinances to control dogs within the municipal corporation that are not otherwise in conflict with any other provision of the Revised Code.

The Modifications to Chapter 505:

- (1) incorporate the comprehensive State law (ORC 955) regulations of dogs, and
- (2) includes additional requirements authorized under 955.221(B)(3) including enhanced penalties for violations and insurance requirements

The Ordinance presented to you tonight reconciles the City of Fairfield Ordinance regulating animals with the state law relating to nuisance, dangerous and vicious dogs which includes the repeal of the Breed Specific ban of pit bulls which is currently included in our ordinance.

Penalties (505.01 & 505.162)

Two Track system.

First Track - applies to initial incidents, applying a reasonable care standard, and penalizes owners for the dog's behavior.

Second Track, applies after the dog is designated a nuisance, dangerous or vicious dog, and provides for penalties based on a heightened care standard.

Both tracks provide for a due process hearing for owners who object to the designation of their dog.

MISDEMEANOR PENALTIES

CLASSIFICATION	CONFINEMENT	MAXIMUM FINE
Misdemeanor 1 (M1)	Maximum Sentence of 180 days	\$ 1,000
Misdemeanor 2 (M2)	Maximum Sentence of 90 days	\$ 750
Misdemeanor 3 (M3)	Maximum Sentence of 60 days	\$ 500
Misdemeanor 4 (M4)	Maximum Sentence of 30 days	\$ 250
Minor Misdemeanor (MM)	None	\$ 150

Penalties – Tier 1

Dogs Running at Large

- Owner is guilty of a Misdemeanor of the Fourth Degree on the first offense and a Third Degree Misdemeanor on the each subsequent offense.
(505.01(I)(1,2))
- Owner is guilty of a Misdemeanor of the First Degree if a domestic animal or person is aggressively bitten without provocation.
(505.01(I)(4))

Nuisance Dog Designation 505.16(C)

A “nuisance dog” means a dog that without provocation and while off the premises of the owner, keeper, or harborer either:

- chased or approached a person in either a menacing fashion or an apparent attitude of attack
- “Menacing fashion” is defined as “a dog that would cause any person being chased or approached to reasonably believe that the dog would cause physical injury to that person.” (505.16(B)).
- has attempted to bite or otherwise endanger any person.

A police dog assisting law enforcement officers does not meet the definition of a “nuisance dog.”

Dangerous Dog Designation 505.16(A)

A “dangerous dog” is one that “without provocation (the dog was not teased, tormented or abused)

- Caused injury, other than killing or serious injury, to any person
- Killed another dog.
- is caught running loose three or more times violating 505.01 of the Ordinance.

The term “dangerous dog” does not include a police dog that is being used to assist law enforcement officers in the performance of their official duties.

Vicious Dog Designation 505.16(F)

A “vicious dog” is one that without provocation (the dog was not teased, tormented or abused)

- Has killed or caused serious injury to any person

Vicious dog does not include:

- A police dog assisting law enforcement officers
- A dog that “killed or caused serious injury to any person” while they were attempting to commit a trespass or other criminal offense on the property of the owner, keeper, or harbinger of the dog.”

505.162(F)

Penalties – Nuisance Dog 505.162(F)(1)

- ❖ Owner, Keeper or Harboring is guilty of a Misdemeanor of the Fourth Degree on the first offense, a third degree on the second offense and a First Degree Misdemeanor on the third or any subsequent offense.
- ❖ If dog aggressively bites a domestic animal or person without provocation, Owner Keeper or Harboring is guilty of a first degree misdemeanor.
- ❖ Restrictions for manner of keeping dog confined included in 505.162(A) apply to Nuisance Dogs.

Penalties – Dangerous Dog 505.162(F)(2)

- ❖ Misdemeanor of the third degree on a first offense, a second degree misdemeanor on the second offense and a misdemeanor of the first degree on a third and each subsequent offense.
- ❖ If dog aggressively bites a domestic animal or person without provocation, Owner Keeper or Harboring is guilty of a first degree misdemeanor.
- ❖ Court may order reasonable terms conditions and restrictions to protect the public.
- ❖ Restrictions for manner of keeping dog confined and requirements included in 505.162(B, C & D) apply to Dangerous Dogs.

Penalties – Vicious Dog 505.162(F)(3)

- ❖ Misdemeanor of the second degree on a first offense, a first degree misdemeanor on the second offense and each subsequent offense.
- ❖ If dog aggressively bites a domestic animal or person without provocation or kills a domestic animal or causes serious injury to a human Owner Keeper or Harboring is guilty of a first degree misdemeanor.
- ❖ Felony of the fourth degree if the dog kills a person and the court shall order the animal humanely destroyed at the owner's expense.
- ❖ Court may order reasonable terms conditions and restrictions to protect the public.
- ❖ Restrictions for manner of keeping dog confined and requirement included in 505.162(B, C & D) apply to Vicious Dogs

INSURANCE REQUIREMENTS

- ❖ 505.20 All Owners, Keepers and Harborers of a Dog in the City must maintain Liability Insurance of no less than \$10,000 for bodily injury or death to any person.
- ❖ 505.162(D) All Owners Keepers and Harborers of a Dangerous or Vicious Dog in the City must maintain Liability Insurance of no less than \$100,000 for bodily injury or death to any person.
- ❖ 505.01(E) and 505.165 Strict Liability Provisions are only effective if there is an ability to pay for the damages caused.
- ❖ Opponents argue the insurance requirement in 505.20 is an attempt to ban pit bulls through imposing a requirement that can't be satisfied due to insurance industry practices. This is not the case in Ohio. Aware of only one insurance company that factors into insuring decision the breed of the dog.





City Council Resolution
Regular Meeting - September 23, 2019

Submitted by: Erin Lynn,
 Submitting Department: Development Services

Subject:

Ward Boundary Review Commission Report

Legislation Title:

Resolution approving the Ward Boundary Review Commission Report and recommendation to make no changes to the boundaries of the four wards and amend the City Charter to require a decennial review.

Recommendation:

A resolution approving the Ward Boundary Review Commission's report that recommends no changes be made to the political ward boundaries and that the City Charter be amended to require a decennial review.

It is recommended that City Council approve this report at the August 12, 2019 meeting.

Background/Synopsis:

Per Section 3.03(B) of the Charter, the Ward Boundary Review Commission is tasked to analyze the population of the four wards, review development of the past five years that added/removed population and recommend modification, if warranted, to the ward boundaries so that the population in each ward is substantially equal. The estimated 2019 population in the wards is as follows:

Ward	Population	Percent of total population
1	11,142	26.05%
2	10,477	24.50%
3	10,529	24.61%
4	10,628	24.85%

Minimal residential development occurred in the past five years. A total of 76 new single-family home permits were issued, including the Cove at Village Green (eight units), which was the only new single-family development approved. Thirteen houses were demolished due to fire damage or disrepair, resulting in only 63 new single-family units being added to the overall housing inventory. In addition, the city approved Fairfield Senior Apartments (119 units) on Patterson Drive.

New single-family home construction has decreased dramatically in the last ten years with an average of 17 new homes constructed annually compared to an average of 80 new homes annually

in the early 2000s. There have been no subdivision applications submitted for approval since 2007. The City has approximately 700 acres of undeveloped land zoned for single-family and no available land zoned for multi-family housing. Of the remaining land, roughly 20% is non-buildable due to site constraints. Per the draft comprehensive plan update, it is anticipated the city can accommodate up to 1,800 new single-family units.

Given the continued decline in new home construction and the limited amount of land available in the City, the Commission is also recommending that the ward boundaries be reviewed every ten years instead of five years. It is further recommended that the review should occur after the United States decennial census data is released.

Financial Impact:

None.

Emergency Provision Explanation: NA

Rule Suspension Requested:

No

Emergency Provision Needed:

No

Attachments:

1. Ward Boundary Report_Council_8.12.19
2. Ward Boundary Review Commission-Res

Ward Boundary Review Commission Report

August 12, 2019

The Ward Boundary Review Commission was appointed by City Council to review and analyze the population in the four wards. Section 3.03(B) of the Fairfield Charter states that the population is to be reviewed every five years to determine substantially equal population in each ward. The last report for boundary review was submitted and approved by City Council in 2014. At that time it was recommended that no changes be made to the ward boundaries.

The objective of the Commission was to analyze the population of the four wards, review developments of the past five years that have added/removed population, and recommend modifications, if warranted, to the ward boundaries so that the population in each ward is substantially equal.

Exhibit 1 illustrates the number and type of housing units with 2014 population estimates and revised estimates taking into account the new home construction and demolition of housing units that occurred from 2014 to 2018. A net total of 63 new single-family housing units and 119 senior housing units were added to the overall housing inventory during this five year period. This added approximately 280 people to the population, less than a one percent increase from 2014.

New single-family home construction has decreased dramatically in the last ten years. There have been no subdivision applications submitted for approval since 2007. This can be attributed to two main factors: the economic downturn during 2008-2011 and the lack of available land for large-scale new construction. Fairfield is maturing with little land remaining for new development.

Based on the minimal increase in new housing units in the last ten years and the current housing trend in Fairfield, the Commission recommends the following:

1. That no changes be made to the existing ward boundary map as illustrated in Exhibit 2. Exhibit 3 is a written description of the ward boundaries.

The estimated population for each ward is as follows:

Ward 1	11,142 population	26.05% of the City
Ward 2	10,477 population	24.50% of the City
Ward 3	10,529 population	24.61% of the City
Ward 4	10,628 population	24.85% of the City

2. The City Charter be amended so that ward boundaries be reviewed every ten years instead of five years with the next review occurring after the 2030 Census data is released.

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	AA
1	Exhibit 1																										
2	2019 Ward Boundary Review																										
3	2019 Calculations based on City's GIS																										
4																											
5																											
6			Vacancy	Vacancy Rate		Total				Vacancy	Vacancy Rate		Total				Vacancy	Vacancy Rate		Total				Vacancy	Vacancy Rate		Total
7	Existing	Units	Rate	Units	PP/HH	Population		Existing	Units	Rate	Units	PP/HH	Population		Existing	Units	Rate	Units	PP/HH	Population		Existing	Units	Rate	Units	PP/HH	Population
8	Ward 1							Ward 2							Ward 3							Ward 4					
9	Assisted Living	358	--	--	1.02	365		Assisted Living	539	--	--	1.02	550		Assisted Living	102	--	--	1.02	104		Assisted Living	120	--	--	1.02	120
10	Apartments	2,394	12.00%	2,107	2.22	4,677		Apartments	1,844	12.00%	1,623	2.22	3,602		Apartments	170	12.00%	150	2.22	332		Apartments	622	12.00%	547	2.22	1,211
11	Condominiums	1,543	12.00%	1,358	2.22	3,014		Condominiums	160	12.00%	141	2.22	313		Condominiums	839	12.00%	738	2.22	1,639		Condominiums	311	12.00%	274	2.22	603
12	Duplexes	0	1.70%	0	2.52	0		Duplexes	188	1.70%	185	2.52	466		Duplexes	0	1.70%	0	2.52	0		Duplexes	2	1.70%	2	2.52	5
13	Mobile Homes	78	1.70%	77	2.52	193		Mobile Homes	293	1.70%	288	2.52	726		Mobile Homes	0	1.70%	0	2.52	0		Mobile Homes	0	1.70%	0	2.52	0
14	Single-Family	1,158	1.70%	1,139	2.52	2,870		Single-Family	1,882	1.70%	1,850	2.52	4,662		Single-Family	3,398	1.70%	3,340	2.52	8,417		Single-Family	3,479	1.70%	3,420	2.52	8,611
15	Pre - 2014 Units					11,119		Pre - 2014 Units					10,319		Pre - 2014 Units					10,492		Pre - 2014 Units					10,561
16	New Units - SFD	12	1.70%	12	2.52	30		New Units - SFD	20	1.70%	20	2.52	50		New Units - SFD	20	1.70%	20	2.52	50		New Units - SFD	24	1.70%	24	2.52	60
17	SFD Demo	-3	--	--	2.52	-7		New Units - Assisted Living	119	--	--	1.02	121		SFD Demo	-5	--	--	2.52	-13		SFD Demo	0				
18								SFD Demo	-5	--	--	2.52	-13														
19	New Population					11,142		New Population					10,477		New Population					10,529		New Population					10,621
20	New Population as a % of City Population					26.05%		New Population as a % of City Population					24.50%		New Population as a % of City Population					24.61%		New Population as a % of City Population					24.85%
21																											
22																											
23																											
24	Total Population	42,776																									
25	2010 U.S. Census	42,510																									
26	difference	284																									
27																											
28																											
29																											
30																											
31	Vacancy Rates - 2010 U.S. Census																										
32	PP/HH = persons per household (2010 U.S. Census)																										
33	No vacancy rate applied to assisted living																										
34	Assisted Living includes: nursing home, assisted living, and senior apartments																										
35	New and demolished units based on 2014-2018																										

Exhibit 2: City of Fairfield Ward Boundary Map (2019)

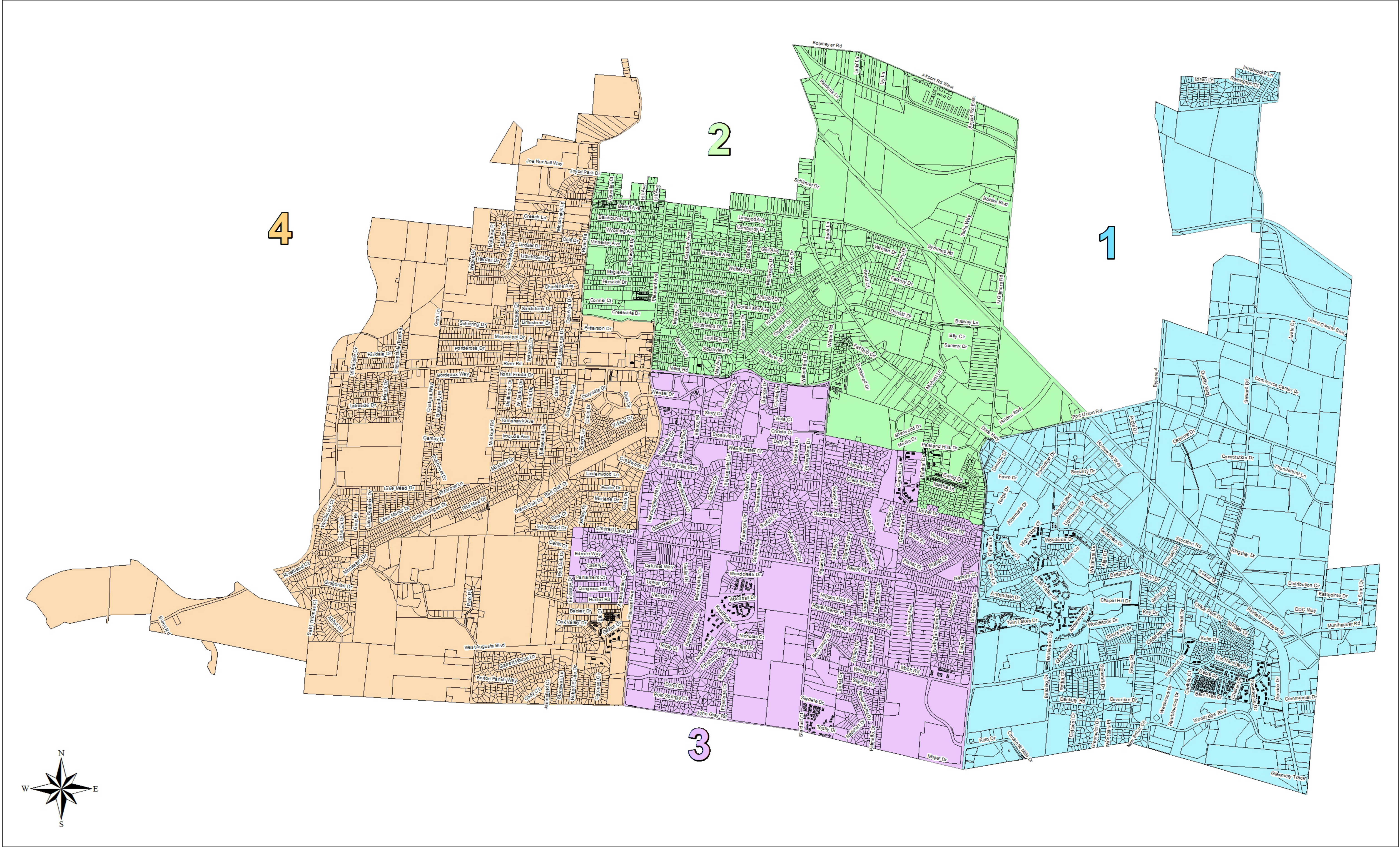


EXHIBIT "3"

FIRST WARD. The land within the following boundaries: Beginning at the south corporation line and South Gilmore Road and progressing north on South Gilmore Road to Dixie Highway. Then northeasterly across Dixie Highway to Port Union Road. Then along Port Union Road to By-Pass State Route 4. Then, following the corporation line, northward to Tylersville Road, continue east along Tylersville Road to Morris Road. Then north along the east side of Morris Road which is the west line of the Millers Run Subdivision to the northwest corner of Millers Run Subdivision. Then following the north line of Millers Run Subdivision, continue east along the corporation line to the northeast corner of said subdivision. Then continue south following the east subdivision line of "Millers Run" to Tylersville Road. Then continue west along Tylersville Road and the corporation line to Seward Road, thence continue to follow the corporation line southward along Seward Road and as it progresses along the east boundaries of the City of Fairfield to its south extremity near Dixie Highway and Crescentville Road. Then westward along the south corporation line to South Gilmore Road, at the point of beginning.

SECOND WARD: The land within the following boundaries: Beginning at the intersection of Pleasant Avenue and Nilles Road and progressing eastward along Nilles Road to Winton Road. Then south along Winton Road to the south line of lot 3888, a line which is immediately north of 5358 Winton Road. Then eastward along the south line of lot 3888 and continuing to the northeast corner of lot 9506, identified as 5345 Camelot Drive. Then east across the north property line of 5350 Camelot Drive. Then south to the southwest lot line of 99 Boehm Court. Then east along the south lines of lots 8759 and 8772 to the southwest corner of lot 10125, addressed as 2669 Saturn Drive. Then north 183.41 feet to the northwest corner of lot 10126. Then east 370 feet to the northeast corner lot 10127. Then south 183.41 feet to the southeastern corner of lot 10128, addressed as 2672 Saturn Drive. Then easterly across the north line of Starlight Estates Subdivision approximately 1185 feet to the northeast corner of lot 6267, addressed as 2826 Jupiter Drive. Then east along the rear lines of lots 6302 and 6303 South Gilmore Road. Then northward on South Gilmore Road to Dixie Highway. Then northeasterly across Dixie Highway to Port Union Road and along Port Union Road to

the corporation line at the Chessie System Railroad line. Then following the Chessie System line northwestward to North Gilmore Road. Then northward along North Gilmore Road to the north corporation line in Bobmeyer Road. Then westerly along the north corporation line in Bobmeyer Road to the Miami and Erie Canal. Then following the corporation line southward along said Canal and Dixie Highway and then westward along and near Symmes Road to Pleasant Avenue. Then continuing along the corporation line northward and westward, encompassing the properties north of Symmes Road to the southwest corner of lot 225, addressed as 456 Symmes Road. Then continue along the north side of Symmes Road to the southeastern corner of lot 26, addressed as 390 Symmes Road which is also the Corporation Line. Then continue along the Corporation Line north along lot 26, one hundred and forty feet (140') to the northeastern corner of lot 26. Then continue fifty-five feet (55') west along lot 26 to the northwestern corner of lot 26. Then continue north along the easterly line of Symmes Terrace subdivision to the northeastern corner of lot number 3938, addressed as 4528 Cavalier Court. Then continue along the north subdivision line of Symmes Terrace subdivision west along the north side of lot 24, addressed as 4330 River Road, to the northwestern corner of lot 24. Then leaving the Corporation Line, continue south along River Road to Pleasant Run Creek. Then easterly along Pleasant Run Creek to Pleasant Avenue. Then south on Pleasant Avenue to Nilles road, at the point of beginning.

THIRD WARD: The land within the following boundaries: Beginning at the intersection of Pleasant Avenue and Nilles Road and progressing eastward along Nilles Road to Winton Road. Then south on Winton Road to the northwest corner of lot 2905, also identified as 5368 Winton Road. Then east to the northeast corner of Fairfield South Condominiums, addressed as 5350 Camelot Drive. Then south to the northwest corner of lot 6245, addressed as 2658 Jupiter Drive. Then east along the north property lines of lots 6246, 6247, 6248 and 6249 to the southwest corner of lot 10125, addressed as 2669 Saturn Drive. Then north 183.14 feet to the northwest corner of lot 10126. Then east 370 feet to the northeast corner of lot 10127. Then south 183.41 feet to the southeastern corner of lot 10128, addressed as 2672 Saturn Drive. Then easterly across the north line of Starlight Estates Subdivision approximately 1185 feet to the northeastern corner of lot

6267, addressed as 2826 Jupiter Court. Then east along the rear lines of lots 6302 and 6303 to South Gilmore Road. Then south on South Gilmore Road to the corporation line. Then west following the corporation line to Pleasant Avenue. Then north on Pleasant Avenue to Hunter Road. Then west down the center of Hunter Road to the southwest corner of lot 7269, addressed as 5995 Embassy Drive. Then north to the northwest corner of lot 528, known as Harbin Park. Then east to the centerline of Pleasant Avenue. Then north on Pleasant Avenue to Nilles Road, at the point of beginning.

FOURTH WARD: The land within the following boundaries: Beginning at the intersection of Pleasant Avenue and Nilles Road. Then southward on Pleasant Avenue to the north line of lot 525, immediately west of Resor Road. Then westward along this line to the west line of lot 525. Then southward along the west line of lot 525 and continuing southward along the rear line of the properties fronting Red Oak Drive to Hunter Road. Then eastward along Hunter Road to Pleasant Avenue. Then south along Pleasant Avenue to the Corporation Line. Then westward along the south corporation line and then progressing northward along the west corporation line and then progressing northward along the west corporation line as it proceeds northward along the Great Miami River and along and near River Road and continuing northward along the west corporation line to its north extremity across the north line of Lot No. 7, identified as 3225 River Road. Then southward along the corporation line along River Road. Then, leaving the corporation line, continue south along River Road to Pleasant Run Creek. Then eastward along Pleasant Run Creek to Pleasant Avenue. Then south on Pleasant Avenue to Nilles Road, the point of beginning.

RESOLUTION NO. _____

RESOLUTION APPROVING THE WARD BOUNDARY REVIEW COMMISSION REPORT AND RECOMMENDATION TO MAKE NO CHANGES TO THE BOUNDARIES OF THE FOUR WARDS AND AMEND THE CITY CHARTER TO REQUIRE A DECENNIAL REVIEW.

WHEREAS, pursuant to Section 3.03(B) and (C) of the Fairfield City Charter, the Ward Boundary Review Commission has recommended that no changes be made to the current four ward boundaries.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Fairfield, Ohio, that:

Section 1. The report of the Ward Boundary Review Commission and recommendation that no changes be made to the boundaries of the four wards and amend the City Charter to require a decennial review is hereby approved.

Section 2. Existing Section 105.02, Boundaries and Wards, of Ordinance No. 166-84, The Codified Ordinances of Fairfield, Ohio, shall remain unchanged.

Section 3. This Resolution shall take effect at the earliest period allowed by law.

Passed	_____	_____
		Mayor's Approval
Posted	_____	
First Reading	_____	Rules Suspended _____
Second Reading	_____	
Third Reading	_____	

ATTEST:

Clerk of Council

This is to certify that this Resolution has been duly published by posting and summary publication as provided by Charter.

Clerk of Council

Active Clients\City of Fairfield\Ordinances\2019\Ward Boundary Review Commission-Res

Attachment: Ward Boundary Review Commission-Res (1305 : Ward Boundary Review Commission Report)



City Council Ordinance
Regular Meeting - September 23, 2019

Submitted by: Mark Wendling, City Manager
 Submitting Department: City Manager's Office

Subject:

Amendment of the City's Animal Control Ordinance

Legislation Title:

Ordinance to amend Chapter 505, entitled Animals and Fowl, of Ordinance No. 166-84, the Codified Ordinances of Fairfield, Ohio.

Recommendation:

Due to recent court decisions and the need to provide for more effective enforcement animal control it has become necessary to update the City's animal control statutes. It is recommended that City Council have a first reading on this item at the September 9, 2019 meeting.

Background/Synopsis:

Financial Impact:

Emergency Provision Explanation:

Rule Suspension Requested:

No

Emergency Provision Needed:

No

Attachments:

1. Chapter 505-Ord
2. 2019-09-06 Chapter 505
3. 2019-09-09 Animal control ordinance Final

ORDINANCE NO. _____

ORDINANCE TO AMEND CHAPTER 505, ENTITLED ANIMALS AND FOWL, OF
ORDINANCE NO. 166-84, THE CODIFIED ORDINANCES OF FAIRFIELD, OHIO.

BE IT ORDAINED by the Council of the City of Fairfield, Ohio, that:

Section 1. Chapter 505, entitled Animals and Fowl, of Ordinance No. 166-84, The Codified Ordinances of Fairfield, Ohio is hereby amended to read as follows:

See attached Exhibit "A" which is incorporated herein by reference.

Section 2. This Ordinance shall take effect at the earliest period allowed by law.

Passed	_____	_____
		Mayor's Approval
Posted	_____	
First Reading	_____	Rules Suspended _____
Second Reading	_____	
Third Reading	_____	

ATTEST:

Clerk of Council

This is to certify that this Ordinance has been duly published by posting and summary publication as provided by Charter.

Clerk of Council

Active Clients\City of Fairfield\Ordinances\2019\Chapter 505-Ord

Attachment: Chapter 505-Ord (1344 : Amendment of the City's Animal Control Ordinance)

CHAPTER 505 Animals and Fowl

505.01 Dogs **AND OTHER ANIMALS** running at large and other animal prohibitions.

505.02 Impounding and disposition; records.

505.03 Dog collar and license.

505.04 Abandoning animals.

~~505.05 Killing or injuring animals.~~

~~505.06 Poisoning animals.~~

~~505.07 Cruelty to animals generally.~~

~~505.071 Cruelty to companion animals.~~

~~505.08 Nuisance conditions prohibited.~~

~~505.09 Disturbing noises prohibited.~~

505.10 Animal bites; reports and quarantine.

505.11 Hunting prohibited.

~~505.12 Coloring rabbits or baby poultry; sale or display of poultry.~~

~~505.13 Harming birds.~~

505.14 Dangerous animals.

~~505.15 Report of escape of exotic or dangerous animal.~~

~~505.16 Vicious Dogs~~

505.16 DEFINITIONS

505.161 NUISANCE, DANGEROUS AND VICIOUS DOG CLASSIFICATION AND HEARING.

505.162 CONTROL OF NUISANCE, DANGEROUS AND VICIOUS DOGS.

505.163 DANGEROUS AND VICIOUS DOG OWNERSHIP RESTRICTIONS.

505.164 EXEMPTIONS.

505.165 STRICT LIABILITY.

~~505.17 Pit bull dogs.~~

~~505.18 Public display or processing of animals.~~

505.19 ANIMAL CONTROL OFFICER

505.20 INSURANCE COVERAGE FOR DOG LIABILITY

505.99 Penalty.

CROSS REFERENCES

See sectional histories for similar State law

Owner or keeper liable for damages - see Ohio R.C. 951.10

Dog registration - see Ohio R.C. 955.01

Discharging firearms prohibited - see GEN. OFF. 549.10

505.01 DOGS AND OTHER ANIMALS RUNNING AT LARGE AND OTHER ANIMAL PROHIBITIONS.

(a) No person shall own, keep or harbor live cattle, sheep, geese, ducks, turkeys, chickens, pigs, goats or other farm-type animals within the municipal limits of the City of Fairfield, Ohio. This subsection shall not apply to the following:

- (1) Animals which are located on premises which are three acres or more in size under the same contiguous ownership and are located on such premises with the consent of the property owners.
- (2) Animals which are located on the premises of a public or non-public school which is chartered by the State of Ohio Department of Education and such animals are used in the instruction of students.

- (3) Animals which are caged and/or confined during actual transport by vehicle in the City.

~~(b) The owner or keeper of every dog shall at all times keep the dog either confined on the premises of the owner or firmly secured by means of a collar and chain or other device so that it cannot stray beyond the premises of the owner or keeper. At all other times, the dog shall be properly kept on a leash and under the full and complete care of the owner or keeper.~~

~~(c) No owner, keeper or harbinger of any female dog shall permit the female dog to go beyond the premises of the owner or keeper at any time the dog is in heat, unless the female dog is properly on leash.~~

~~(d) The running at large of any such animal in or upon any of the places mentioned in this section is prima facie evidence that it is running at large in violation of this section. (ORC 951.02)~~

~~(e) Whoever violates this section is guilty of a minor misdemeanor for the first offense and a misdemeanor of the fourth degree for each subsequent offense. In addition to any other sentence that it imposes upon the offender for a second or subsequent offense under this section, the court may order a dog either destroyed or permanently removed from the City when, in the court's judgment, such dog represents a continuing threat of serious harm to human beings or other domestic animals. The fact that a dog has chased or approached in a menacing fashion or an apparent attitude of attack or has attempted to bite or otherwise endanger any person while that dog was off the premises of its owner, keeper or harbinger shall not control the court's discretion but shall be considered in favor of the destruction or permanent removal of the dog from the City. Any person found guilty of violating this section shall pay all expenses, including shelter, food, boarding and veterinary expenses necessitated by the seizure of the dog, and such other expenses as may be required for the destruction or permanent removal from the City of any such dog.~~
~~(Ord. 76-06. Passed 5-22-06.)~~

(B) NO OWNER, KEEPER OR HARBORER OF ANY ANIMALS OR FOWL OF ANY KIND IN THE CITY SHALL ALLOW OR PERMIT SUCH ANIMALS OR FOWL TO RUN AT LARGE WITHIN THE CITY OR UPON THE PREMISES OF ANOTHER.

(C) NO OWNER, KEEPER OR HARBORER OF ANY DOG OR CAT, WHETHER WEARING A REGISTRATION TAG OR NOT, SHALL PERMIT SUCH DOG OR CAT TO RUN AT LARGE WITHIN THE CITY. UNAUTHORIZED ENTRY BY SUCH DOG OR CAT, UPON THE PREMISES OF ANOTHER OR UPON ANY PUBLIC STREET OR GROUND SHALL CONSTITUTE "RUNNING AT LARGE" WITHIN THE MEANING OF THIS SECTION.

(D) NO OWNER, KEEPER OR HARBORER OF ANY DOG SHALL PERMIT SUCH DOG TO GO OR REMAIN UPON ANY PUBLIC STREET OR GROUND WITHIN THE CITY EXCEPT WHEN ACCOMPANIED BY A RESPONSIBLE PERSON, AND UPON A NON-RETRACTABLE LEASH OF NOT MORE THAN SIX FEET IN LENGTH SO AS TO PREVENT SUCH DOG FROM ENTERING PRIVATE PROPERTY AND FROM CHASING OR ATTACKING ANY PERSON, ANIMAL OR VEHICLE; OR SHALL FAIL TO KEEP THE DOG UNDER THE REASONABLE CONTROL OF SOME PERSON. ANY DOG NOT PROPERLY RESTRAINED ON A LEASH WILL BE CONSIDERED "AT LARGE" AND IN VIOLATION OF THIS SECTION.

(E) THE OWNER, KEEPER OR HARBORER OF A DOG OR OTHER ANIMAL OR FOWL WHO PERMITS IT TO RUN AT LARGE IN VIOLATION OF THIS SECTION SHALL, IN ADDITION TO THE PENALTY PROVIDED IN SUBSECTION (I) HEREOF, BE LIABLE FOR ALL DAMAGES CAUSED BY SUCH DOG OR OTHER ANIMAL OR FOWL UPON THE PREMISES OF ANOTHER.

(F) EVERY OWNER, KEEPER OR HARBORER OF A FEMALE DOG SHALL, DURING ALL TIMES WHEN SUCH FEMALE DOG IS IN HEAT, EITHER CONFINE SUCH DOG INDOORS OR TREAT HER IN SUCH MANNER AS NOT TO ATTRACT OTHER DOGS.

(G) ANY LAND WHICH IS ENCLOSED WITH INVISIBLE FENCING OR AN INVISIBLE CONTAINMENT SYSTEM IN WHICH A COLLAR PROVIDES AN ELECTRIC SHOCK WHICH PREVENTS AN ANIMAL FROM LEAVING THE PROPERTY OF ITS OWNER MUST HAVE ITS BOUNDARY NO LESS THAN SIX FEET FROM PUBLIC PROPERTY.

(H) THIS SECTION SHALL NOT APPLY TO PERSONS OPERATING UNDER THE GUIDELINES OF A PROGRAM APPROVED BY THE CITY MANAGER FOR PROVIDING FOR THE TRAPPING, SPAYING, OR NEUTERING, AND RELEASING OF CATS AND DOGS WITH THE PURPOSE OF REDUCING THE UNWANTED STRAY-ANIMAL POPULATION IN THE CITY.

- (I) (1) WHOEVER VIOLATES ANY PROVISION OF THIS SECTION IS GUILTY OF A MISDEMEANOR OF THE FOURTH DEGREE FOR A FIRST OFFENSE.
- (2) WHOEVER VIOLATES ANY PROVISION OF THIS SECTION IN A SECOND OR SUBSEQUENT OFFENSE SHALL BE GUILTY OF A MISDEMEANOR OF THE THIRD DEGREE.
- (3) IN ADDITION TO ANY PENALTY PROVIDED UNDER LAW FOR A VIOLATION OF THIS SECTION, THE COURT SHALL ORDER THE OFFENDER TO NEUTER OR SPAY THE DOG WITHIN 14 CALENDAR DAYS OF THE DATE OF CONVICTION UNLESS A LICENSED VETERINARIAN PROVIDES EVIDENCE TO THE COURT'S SATISFACTION THAT NEUTERING OR SPAYING OF THE DOG IS MEDICALLY CONTRAINDICATED.
- (4) NOTWITHSTANDING THE FOREGOING PENALTIES, IF A DOMESTIC ANIMAL OR HUMAN IS AGGRESSIVELY BITTEN BY THE DOG WITHOUT PROVOCATION AS A RESULT OF A VIOLATION OF THIS SECTION, THEN WHOEVER VIOLATES THIS SECTION IS GUILTY OF A MISDEMEANOR OF THE FIRST DEGREE. ADDITIONALLY, THE COURT MAY ORDER THE OFFENDER TO COMPLETE DOG OBEDIENCE TRAINING WITHIN A SPECIFIED PERIOD OF TIME AND PROVIDE WRITTEN PROOF THEREOF TO THE COURT.

505.02 IMPOUNDING AND DISPOSITION; RECORDS.

~~(a) The Dog Warden is authorized and ordered to sign a complaint against the owner or keeper of any dog running at large within the community, and the fact that the Dog Warden has captured the dog off the premises of the owner shall be prima-facie evidence that the dog was permitted to run at large.~~

~~(b) Any dog, licensed or otherwise, found running at large, contrary to this chapter, shall be impounded and taken to the dog shelter operated by the Humane Association of Miami Valley. The dog so impounded shall be kept for a period of seventy two hours, after which it shall be disposed of. (Ord. 26-66. Passed 4-25-66.)~~

~~(c) The owner or keeper of any dog impounded under subsection (b) hereof may reclaim his dog at the dog shelter of the Humane Association of Miami Valley upon payment to the Association of the sum charged to such owner or keeper by the Humane Association. (Ord. 113-80. Passed 8-4-80.)~~

~~(d) A record of all dogs impounded, the disposition of the same, the owner's name and address, if known, and a statement of any costs of receipts involving such dog shall be kept.~~

A POLICE OFFICER OR THE ANIMAL CONTROL OFFICER SHALL IMPOUND EVERY DOG OR CAT FOUND IN VIOLATION OF SECTION 505.01 OR SHALL IMPOUND SUCH ANIMALS OTHERWISE IN ACCORDANCE WITH THIS SECTION.

(A) IF THE IMPOUNDED DOG IS NOT WEARING A VALID REGISTRATION TAG, THE DOG SHALL FORTHWITH BE TURNED OVER TO AN OFFICER CHARGED BY LAW WITH THE CUSTODY AND DISPOSAL OF SUCH DOGS. IF THE DOG IS WEARING A VALID REGISTRATION TAG OR THE IDENTITY OF THE OWNER OR HARBORER IS OTHERWISE ESTABLISHED, NOTICE SHALL BE GIVEN PRIOR TO OR ON THE

NEXT WORKING DAY TO SUCH OWNER OR HARBORER THAT THE DOG HAS BEEN IMPOUNDED. NOTICE MAY BE BY TELEPHONE, CERTIFIED MAIL OR BY RESIDENCE SERVICE TO THE LAST KNOWN ADDRESS OF SUCH OWNER OR HARBORER. THE DOG SHALL NOT BE RELEASED EXCEPT UPON THE PAYMENT TO THE ANIMAL CONTROL OFFICER OR POUNDKEEPER OF ALL COSTS ASSESSED FOR THE CARE OF THE ANIMAL AND UPON PROVIDING THE ANIMAL WITH A VALID REGISTRATION TAG IF IT HAS NONE. ANY DOG NOT REDEEMED WITHIN THE TIME PERIODS SPECIFIED IN ORC 955.12 MAY BE SOLD OR OTHERWISE DISPOSED OF AS PROVIDED IN OHIO R.C. 995.16.

(B) IF THE IMPOUNDED CAT IS WEARING AN IDENTIFICATION TAG OR THE IDENTITY OF THE OWNER OR HARBORER IS OTHERWISE ESTABLISHED, NOTICE SHALL BE GIVEN ON THE NEXT REGULAR BUSINESS DAY TO SUCH OWNER OR HARBORER THAT THE CAT HAS BEEN IMPOUNDED. NOTICE MAY BE BY TELEPHONE OR BY RESIDENCE SERVICE TO THE LAST KNOWN ADDRESS OF SUCH OWNER OR HARBORER. THE CAT SHALL NOT BE RELEASED EXCEPT UPON THE PAYMENT TO THE ANIMAL CONTROL OFFICER OR POUNDKEEPER OF ALL COSTS ASSESSED FOR THE CARE OF THE ANIMAL. ANY CAT NOT REDEEMED BY THE NEXT REGULAR BUSINESS DAY AFTER NOTICE IS GIVEN TO THE OWNER OR HARBORER AS PROVIDED HEREIN, OR THE NEXT REGULAR BUSINESS DAY FOLLOWING THE DATE SUCH CAT IS SEIZED OR IMPOUNDED, IF THE OWNER OR HARBORER CANNOT BE FOUND, MAY BE SOLD OR OTHERWISE DISPOSED OF IN A HUMANE MANNER AS SHALL BE DETERMINED BY THE ANIMAL CONTROL OFFICER OR THE POUNDKEEPER.

(C) IN THE EVENT AN ANIMAL IS REMOVED FROM A RESIDENCE BY THE CITY BECAUSE ITS OWNER IS INCARCERATED, EVICTED, DECEASED, NOT FOUND OR OTHERWISE UNABLE TO CARE FOR THE ANIMAL ON A DAILY BASIS, THE ANIMAL MAY BE IMPOUNDED BY AN OFFICER CHARGED BY LAW WITH THE CUSTODY AND DISPOSAL OF SUCH ANIMALS FOR A PERIOD OF AT LEAST 72 HOURS, IN WHICH PERIOD THE OWNER MAY CLAIM THE ANIMAL. THE ANIMAL SHALL NOT BE RELEASED EXCEPT UPON THE PAYMENT TO THE ANIMAL CONTROL OFFICER OR POUNDKEEPER OF ALL COSTS ASSESSED FOR THE CARE OF THE ANIMAL AND UPON PROVIDING THE ANIMAL WITH A VALID REGISTRATION TAG IF IT HAS NONE. THE CITY SHALL LEAVE NOTICE AT THE RESIDENCE OF THE IMPOUNDING OF THE ANIMAL AND MAY MAKE OTHER REASONABLE ATTEMPTS TO PROVIDE SUCH NOTICE. IF THE OWNER OR OWNER'S DESIGNEE FAILS TO CLAIM THE ANIMAL WITHIN THE 72-HOUR PERIOD, THE ANIMAL WILL BE CONSIDERED ABANDONED AND THE CITY MAY SELL OR OTHERWISE DISPOSE OF THE ANIMAL IN A HUMANE MANNER AS DETERMINED BY AN THE ANIMAL CONTROL OFFICER, THE POUNDKEEPER OR ANY OTHER OFFICER CHARGED BY LAW WITH THE CUSTODY AND DISPOSAL OF SUCH ANIMAL.

(D) A RECORD OF ALL DOGS AND CATS IMPOUNDED, THE DISPOSITION OF THE SAME, THE OWNER'S NAME AND ADDRESS, IF KNOWN, AND A STATEMENT OF ANY COSTS OR RECEIPTS INVOLVING SUCH DOG OR CAT SHALL BE KEPT.

505.03 DOG COLLAR AND LICENSE.

(a) The owner of any dog within the City shall maintain and keep a collar or harness on his dog and the collar or harness shall contain the name and address of the owner and any required dog license. Any dog found to be running at large within the City without a name tag or a required dog license shall be considered a stray and shall be impounded by the ~~Dog Warden~~ **ANIMAL CONTROL OFFICER**. The ~~Dog Warden~~ **ANIMAL CONTROL OFFICER** is hereby authorized to humanely dispose of a stray animal after seventy-two hours have elapsed from the time the dog has been captured or taken custody by the ~~Dog Warden~~ **ANIMAL CONTROL OFFICER**.

(b) Whoever violates this section is guilty of a ~~minor misdemeanor~~. **MISDEMEANOR OF THE FOURTH DEGREE.**

(Ord. 113-80. Passed 8-4-80.)

505.04 ABANDONING ANIMALS.

(a) No owner or keeper of a dog, cat or other domestic animal shall abandon such animal. (ORC 959.01)

(b) Whoever violates this section is guilty of a ~~(minor)~~ misdemeanor of the second degree on a first offense and a misdemeanor of the first degree on each subsequent offense. (Ord. 31-04. Passed 2-23-04.)

~~505.05 KILLING OR INJURING ANIMALS.~~

~~(a) No person shall maliciously, or willfully, and without the consent of the owner, kill or injure a farm animal, dog, cat or other domestic animal that is the property of another. This section does not apply to a licensed veterinarian acting in an official capacity. (ORC 959.02)~~

~~(b) Whoever violates this section, if the value of the animal killed or the injury done amounts to less than three hundred dollars (\$300.00), is guilty of a misdemeanor of the second degree; if the value of the animal killed or the injury done amounts to three hundred dollars (\$300.00) or more such person is guilty of a misdemeanor of the first degree. (Ord. 24-83. Passed 3-1-83.)~~

~~505.06 POISONING ANIMALS.~~

~~(a) No person shall maliciously, or willfully and without the consent of the owner, administer poison, except a licensed veterinarian acting in such capacity, to a farm animal, dog, cat, poultry or other domestic animal that is the property of another; and no person shall, willfully and without the consent of the owner, place any poisoned food where it may be easily found and eaten by any of such animals, either upon his own lands or the lands of another. (ORC 959.03)~~

~~(b) Whoever violates this section is guilty of a misdemeanor of the fourth degree. (ORC 959.99(C))~~

~~505.07 CRUELTY TO ANIMALS GENERALLY.~~

~~(a) No person shall:~~

- ~~(1) Torture an animal, deprive one of necessary sustenance, unnecessarily or cruelly beat, needlessly mutilate or kill, or impound or confine an animal without supplying it during such confinement with a sufficient quantity of good wholesome food and water;~~
- ~~(2) Impound or confine an animal without affording it, during such confinement, access to shelter from wind, rain, snow or excessive direct sunlight if it can reasonably be expected that the animal would otherwise become sick or in some other way suffer. This subsection (a)(2) does not apply to animals impounded or confined prior to slaughter. For the purpose of this section, "shelter" means a man-made enclosure, windbreak, sunshade or natural windbreak or sunshade that is developed from the earth's contour, tree development or vegetation;~~
- ~~(3) Carry or convey an animal in a cruel or inhuman manner;~~
- ~~(4) Keep animals other than cattle, poultry or fowl, swine, sheep or goats in an enclosure without wholesome exercise and change of air, nor feed cows on food that produces impure or unwholesome milk;~~
- ~~(5) Detain livestock in railroad cars or compartments longer than twenty-eight hours after they are so placed without supplying them with necessary food, water and attention, nor permit such livestock to be so crowded as to overlie, crush, wound or kill each other.~~

~~(b) Upon the written request of the owner or person in custody of any particular shipment of livestock, which written request shall be separate and apart from any printed bill of lading or other railroad form, the length of time in which such livestock may be detained in any cars or compartments~~

without food, water and attention, may be extended to thirty-six hours without penalty therefor. This section does not prevent the dehorning of cattle. (ORC 959.13)

(c) ~~Whoever violates this section is guilty of a misdemeanor of the second degree. In addition, the court may order the offender to forfeit the animal or livestock and may provide for its disposition including, but not limited to, the sale of the animal or livestock. If an animal or livestock is forfeited and sold pursuant to this subsection, the proceeds from the sale first shall be applied to pay the expenses incurred with regard to the care of the animal from the time it was taken from the custody of the former owner. The balance of the proceeds from the sale, if any, shall be paid to the former owner of the animal.~~

(Ord. 121-90. Passed 7-23-90.)

505.071 CRUELTY TO COMPANION ANIMALS.

~~(a) As used in this section:~~

- ~~(1) "Companion animal" means any animal that is kept inside a residential dwelling and any dog or cat regardless of where it is kept, including a pet store as defined in Ohio R.C. 956.01. "Companion animal" does not include livestock or any wild animal.~~
- ~~(2) "Cruelty", "torment" and "torture" have the same meanings as in Ohio R.C. 1717.01.~~
- ~~(3) "Residential dwelling" means a structure or shelter or the portion of a structure or shelter that is used by one or more humans for the purpose of a habitation.~~
- ~~(4) "Practice of veterinary medicine" has the same meaning as in Ohio R.C. 4741.01.~~
- ~~(5) "Wild animal" has the same meaning as in Ohio R.C. 1531.01.~~
- ~~(6) "Federal animal welfare act" means the "Laboratory Animal Act of 1966", Pub. L. No. 89-544, 80 Stat. 350 (1966), 7 U.S.C.A. 2131 et seq., as amended by the "Animal Welfare Act of 1970", Pub. L. No. 91-579, 84 Stat. 1560 (1970), the "Animal Welfare Act Amendments of 1976", Pub. L. No. 94-279, 90 Stat. 417 (1976), and the "Food Security Act of 1985", Pub. L. No. 99-198, 99 Stat. 1354 (1985), and as it may be subsequently amended.~~
- ~~(7) "Dog kennel" means an animal rescue for dogs that is registered under Ohio R.C. 956.06, a boarding kennel or a training kennel.~~

~~(b) No person shall knowingly torture, torment, needlessly mutilate or maim, cruelly beat, poison, needlessly kill, or commit an act of cruelty against a companion animal.~~

~~(c) No person who confines or who is the custodian or caretaker of a companion animal shall negligently do any of the following:~~

- ~~(1) Torture, torment or commit an act of cruelty against the companion animal;~~
- ~~(2) Deprive the companion animal of necessary sustenance, or confine the companion animal without supplying it during the confinement with sufficient quantities of good, wholesome food and water, if it can reasonably be expected that the companion animal would become sick or suffer in any other way as a result of or due to the deprivation or confinement;~~
- ~~(3) Impound or confine the companion animal without affording it, during the impoundment or confinement, with access to shelter from heat, cold, wind, rain, snow, or excessive direct sunlight if it can reasonably be expected that the companion animal would become sick or suffer in any other way as a result of or due to the lack of adequate shelter.~~

~~(d) No owner, manager or employee of a dog kennel who confines or is the custodian or caretaker of a companion animal shall negligently do any of the following:~~

- ~~(1) — Torture, torment, or commit an act of cruelty against the companion animal;~~
- ~~(2) — Deprive the companion animal of necessary sustenance, or confine the companion animal without supplying it during the confinement with sufficient quantities of good, wholesome food and water, if it can reasonably be expected that the companion animal would become sick or suffer in any other way as a result of or due to the deprivation or confinement;~~
- ~~(3) — Impound or confine the companion animal without affording it, during the impoundment or confinement, with access to shelter from heat, cold, wind, rain, snow or excessive direct sunlight if it can reasonably be expected that the companion animal would become sick or suffer in any other way as a result of or due to the lack of adequate shelter.~~
- ~~(e) — Subsections (b), (c) and (d) of this section do not apply to any of the following:~~
 - ~~(1) — A companion animal used in scientific research conducted by an institution in accordance with the federal animal welfare act and related regulations;~~
 - ~~(2) — The lawful practice of veterinary medicine by a person who has been issued a license, temporary permit, or registration certificate to do so under Ohio R.C. Chapter 4741;~~
 - ~~(3) — Dogs being used or intended for use for hunting or field trial purposes, provided that the dogs are being treated in accordance with usual and commonly accepted practices for the care of hunting dogs;~~
 - ~~(4) — The use of common training devices, if the companion animal is being treated in accordance with usual and commonly accepted practices for the training of animals;~~
 - ~~(5) — The administering of medicine to a companion animal that was properly prescribed by a person who has been issued a license, temporary permit, or registration certificate under Ohio R.C. Chapter 4741. (ORC 959.131)~~
- ~~(f) — (1) — Whoever violates subsection (b) hereof is guilty of a misdemeanor of the first degree on a first offense. On each subsequent offense such person is guilty of a felony and shall be prosecuted under appropriate State law.~~
- ~~(2) — Whoever violates subsection (c) hereof is guilty of a misdemeanor of the second degree on a first offense and a misdemeanor of the first degree on each subsequent offense.~~
- ~~(3) — Whoever violates subsection (d) hereof is guilty of a misdemeanor of the first degree.~~
- ~~(4) — A. — A court may order a person who is convicted of or pleads guilty to a violation of this section to forfeit to an impounding agency, as defined in Ohio R.C. 959.132, any or all of the companion animals in that person's ownership or care. The court also may prohibit or place limitations on the person's ability to own or care for any companion animals for a specified or indefinite period of time.~~
- ~~B. — A court may order a person who is convicted of or pleads guilty to a violation of this section to reimburse an impounding agency for the reasonably necessary costs incurred by the agency for the care of a companion animal that the agency impounded as a result of the investigation or prosecution of the violation, provided that the costs were not otherwise paid under Ohio R.C. 959.132.~~
- ~~(5) — If a court has reason to believe that a person who is convicted of or pleads guilty to a violation of this section suffers from a mental or emotional disorder that~~

~~contributed to the violation, the court may impose as a community control sanction or as a condition of probation a requirement that the offender undergo psychological evaluation or counseling. The court shall order the offender to pay the costs of the evaluation or counseling. (ORC 959.99; Ord. 101-16. Passed 12-5-16.)~~

505.08 NUISANCE CONDITIONS PROHIBITED.

~~(a) — No person shall keep or harbor any animal or fowl in the Municipality so as to create noxious, or offensive odors or unsanitary conditions which are a menace to the health, comfort or safety of the public.~~

~~(b) — Whoever violates this section is guilty of a minor misdemeanor.~~

505.09 DISTURBING NOISES PROHIBITED.

~~(a) — No person shall keep or harbor any dog within the Municipality which, by frequent and habitual barking, howling or yelping, creates unreasonably loud and disturbing noises of such a character, intensity and duration as to disturb the peace, quiet and good order of the Municipality. Any person who shall allow any dog habitually to remain, be lodged or fed within any dwelling, building, yard or enclosure, which he occupies or owns, shall be considered as harboring such dog.~~

~~(b) — No person shall own, harbor, or keep any animal or fowl, which, by loud, frequent, or habitual barking, howling, screeching, or bawling, shall cause annoyance or disturbances to the peace, quiet and good order of the City.~~

~~(c) — This section shall not apply to the use of land for agricultural purposes, provided any animal or fowl maintained for this purpose shall be at least three hundred feet away from any property within the City not used and occupied for agricultural purposes. (Ord. 42-69. Passed 8-25-69.)~~

~~(d) — Whoever violates this section is guilty of a minor misdemeanor.~~

505.10 ANIMAL BITES; REPORTS AND QUARANTINE.

(a) Whenever any person is bitten by a dog or other animal, report of such bite shall be made to the Health Commissioner within twenty-four hours. The dog or other animal inflicting a bite shall immediately be examined by a qualified veterinarian and results of such examination shall be reported to the Health Commissioner within twenty-four hours. At the direction of the Health Commissioner, the dog or other animal shall either be confined by its owner or harborer to his premises away from the public at large, or be placed under supervision of a veterinarian at the owner's or harborer's expense. The isolation or observation period shall not be less than ten days from the date the person was bitten at which time report of the condition of the animal shall be made to the Health Commissioner.

No person shall fail to comply with the requirements of this section or with any order of the Health Commissioner made pursuant thereto, nor fail to immediately report to the Health Commissioner any symptom or behavior suggestive of rabies.

(b) Whoever violates this section is guilty of a ~~minor misdemeanor~~ **MISDEMEANOR OF THE FOURTH DEGREE.**

505.11 HUNTING.

(a) Definitions. For purposes of this section, the following words and phrases shall have the following meanings ascribed to them respectively.

- (1) "Hunting" means pursuing, shooting, killing or capturing wild birds or wild quadrupeds, and all other acts such as placing, setting, drawing or employing any device commonly used to kill or capture wild birds or wild quadrupeds, whether they result in killing or capturing or not. It includes every attempt to kill or capture

and every act of assistance to any other person in killing or capturing or attempting to capture wild birds or wild quadrupeds.

- (2) "Person" means an individual, company, partnership, corporation, association or any combination of individuals, or any employee, agent or officer thereof. (Ord. 21-58. Passed 5-12-58.)

(b) Hunting Forbidden. No hunting shall be permitted within the corporate limits of the City, except anyone engaged in farming may destroy any wild animal that is doing damage to property or crops thereon or animals raised on the confines of the farm if such hunting takes place more than one thousand feet from any building or three hundred feet from any highway, road or lane. **NOTWITHSTANDING THE FOREGOING, THE CHIEF OF POLICE WITH THE CONSENT OF THE CITY MANAGER MAY DIRECT PERSONNEL EMPLOYED BY OR ASSOCIATED WITH A FEDERAL AGENCY, STATE AGENCY OR LOCAL LAW ENFORCEMENT AGENCY TO CULL DEER ON CITY OWNED PROPERTY PROVIDED SUCH CULLING HAS BEEN APPROVED BY THE OHIO DEPARTMENT OF NATURAL RESOURCES, DIVISION OF WILDLIFE IF SUCH APPROVAL IS REQUIRED.**

(c) Dogs. No person shall run dogs on the land of another unless written permission has first been obtained from the property owner. All dogs must be accompanied by a handler. Accompanied means that the handler is within reasonable distance so that dogs can be commanded to return by a call from the handler. (Ord. 71-75. Passed 12-8-75.)

(d) Enforcement. Law enforcement officials of the City, police or conservation police shall have full authority to enforce this section. (Ord. 21-58. Passed 5-12-58.)

(e) This section shall not apply to killing or capturing nuisance or injured animals by law enforcement officials, including persons acting at the direction of law enforcement officials, in furtherance of their duty and in their official capacity.

(f) Penalty. Whoever violates any provision of this section is guilty of a misdemeanor of the fourth degree. (Ord. 42-04. Passed 3-8-04.)

~~505.12 — COLORING RABBITS OR BABY POULTRY; SALE OR DISPLAY OF POULTRY.~~

~~(a) — No person shall dye or otherwise color any rabbit or baby poultry, including, but not limited to, chicks and ducklings. No person shall sell, offer for sale, expose for sale, raffle or give away any rabbit or baby poultry which has been dyed or otherwise colored. No poultry younger than four weeks of age may be sold, given away or otherwise distributed to any person in lots of less than six. Stores, shops, vendors and others offering young poultry for sale or other distribution shall provide and operate brooders or other heating devices that may be necessary to maintain poultry in good health, and shall keep adequate food and water available to the poultry at all times. (ORC 925.62)~~

~~(b) — Whoever violates this section is guilty of a minor misdemeanor.~~

~~505.13 — HARMING BIRDS.~~

~~(a) — No person shall kill, wound or attempt to kill or wound, by the use of firearms, bows and arrows, stones, or otherwise, any bird, except an english sparrow, nor shoot an arrow, nor throw a stone, club or other missile at any bird within any private grounds, public park or square.~~

~~(b) — No person shall enter on any private enclosure or public grounds for the purpose of doing any act prohibited in this section. (Ord. 31-59. Passed 8-30-59.)~~

~~(c) — Whoever violates this section is guilty of a minor misdemeanor.~~

505.14 DANGEROUS ANIMALS.

(a) No person shall permit any dangerous animal **OTHER THAN A DOG** to run at large, nor lead any animal **OTHER THAN A DOG** with a chain or rope or other appliance, whether the animal is muzzled or unmuzzled, in any street or public place. (Ord. 31-59. Passed 8-30-59.)

(b) Whoever violates this section is guilty of a ~~minor misdemeanor~~ **MISDEMEANOR OF THE FOURTH DEGREE**.

~~505.15 REPORT OF ESCAPE OF EXOTIC OR DANGEROUS ANIMAL.~~

~~(a) The owner or keeper of any member of a species of the animal kingdom that escapes from his custody or control and that is not indigenous to this State or presents a risk of serious physical harm to persons or property, or both, shall, within one hour after he discovers or reasonably should have discovered the escape, report it to:~~

~~(1) A law enforcement officer of the Municipality and the sheriff of the county where the escape occurred; and~~

~~(2) The Clerk of the Municipal Legislative Authority.~~

~~(b) If the office of the Clerk of the Legislative Authority is closed to the public at the time a report is required by subsection (a) hereof, then it is sufficient compliance with subsection (a) hereof if the owner or keeper makes the report within one hour after the office is next open to the public.~~

~~(c) Whoever violates this section is guilty of a misdemeanor of the first degree. (Ord. 38-88. Passed 2-22-88.)~~

505.16 VICIOUS DOG.

(a) "Vicious dog" means a dog that, without provocation, meets any of the following:

(1) Has killed or caused serious injury to any person;

(2) Has caused injury, other than killing or serious injury, to any person, or has killed another dog or domestic animal;

(3) Belongs to a breed that is commonly known as a pit bull dog or pit bull terrier which includes any Staffordshire bull terrier or American Staffordshire terrier breed of dog or which is identifiable as partially of such breed.

(b) "Vicious dog" does not include dogs identified in Ohio R.C. 955.11(A)(4)(b).

(c) No owner, keeper or harbinger of a vicious dog shall do either of the following:

(1) Suffer or permit the vicious dog to go unconfined on the premises of such owner, keeper or harbinger;

(2) Suffer or permit the vicious dog to go beyond the premises of such owner, keeper, or harbinger unless such dog is securely leashed or otherwise securely restrained by a person who is of suitable age and discretion.

(d) A vicious dog is "unconfined" as used in this section if the dog is not securely confined indoors or confined in a securely enclosed and locked pen or dog run area upon the premises of the owner, keeper or harbinger. Such pen or dog run area must also have either sides six feet high or a secure top.

(e) No owner, keeper or harbinger of a vicious dog shall fail to obtain liability insurance with an insurer authorized to write liability insurance in this State providing coverage in each occurrence, subject to a limit, exclusive of interest and costs, of not less than fifty thousand dollars because of damage or bodily injury to or death of a person caused by the vicious dog.

(f) Whoever violates this section shall be guilty of a misdemeanor of the third degree on the first offense and a misdemeanor of the first degree for each subsequent offense under this section. In addition to any other sentence that it imposes upon the offender under this section, the court may order a dog either destroyed or permanently removed from the City when, in the court's judgment, such dog represents a continuing threat of serious harm to human beings or other domestic animals. The fact that

~~a dog has chased or approached in a menacing fashion or an apparent attitude of attack or has attempted to bite or otherwise endanger any person while that dog was off the premises of its owner, keeper or harborer shall not control the court's discretion but shall be considered in favor of the destruction or permanent removal of the dog from the City. Any person found guilty of violating this section shall pay all expenses, including shelter, food, boarding and veterinary expenses necessitated by the seizure of the dog, and such other expenses as may be required for the destruction or permanent removal from the City of any such dog. (Ord. 104 96. Passed 7-22-96.)~~

505.16 DEFINITIONS.

(A) "DANGEROUS DOG" MEANS A DOG THAT, WITHOUT PROVOCATION, HAS DONE ANY OF THE FOLLOWING:

- (1) CAUSED INJURY, OTHER THAN KILLING OR SERIOUS INJURY, TO ANY PERSON;**
- (2) KILLED ANOTHER DOG;**
- (3) BEEN THE SUBJECT OF A THIRD OR SUBSEQUENT VIOLATION OF SECTION 505.01 OF THE CODE.**

"DANGEROUS DOG" DOES NOT INCLUDE A POLICE DOG THAT HAS CAUSED INJURY, OTHER THAN KILLING OR SERIOUS INJURY, TO ANY PERSON OR HAS KILLED ANOTHER DOG WHILE THE POLICE DOG IS BEING USED TO ASSIST ONE OR MORE LAW ENFORCEMENT OFFICERS IN THE PERFORMANCE OF THEIR OFFICIAL DUTIES.

(B) "MENACING FASHION" MEANS THAT A DOG WOULD CAUSE ANY PERSON BEING CHASED OR APPROACHED TO REASONABLY BELIEVE THAT THE DOG WILL CAUSE PHYSICAL INJURY TO THAT PERSON.

(C) "NUISANCE DOG" MEANS A DOG THAT WITHOUT PROVOCATION AND WHILE OFF THE PREMISES OF ITS OWNER, KEEPER, OR HARBORER, INCLUDING WITHIN COMMON AREAS OF MULTIPLE-UNIT PROPERTIES, HAS CHASED OR APPROACHED A PERSON IN EITHER A MENACING FASHION OR AN APPARENT ATTITUDE OF ATTACK OR HAS ATTEMPTED TO BITE OR OTHERWISE ENDANGER ANY PERSON. "NUISANCE DOG" DOES NOT INCLUDE A POLICE DOG THAT WHILE BEING USED TO ASSIST ONE OR MORE LAW ENFORCEMENT OFFICERS IN THE PERFORMANCE OF OFFICIAL DUTIES HAS CHASED OR APPROACHED A PERSON IN EITHER A MENACING FASHION OR AN APPARENT ATTITUDE OF ATTACK OR HAS ATTEMPTED TO BITE OR OTHERWISE ENDANGER ANY PERSON.

(D) "POLICE DOG" MEANS A DOG THAT HAS BEEN TRAINED, AND MAY BE USED, TO ASSIST ONE OR MORE LAW ENFORCEMENT OFFICERS IN THE PERFORMANCE OF THEIR OFFICIAL DUTIES.

(E) "SERIOUS INJURY" MEANS ANY OF THE FOLLOWING:

- (1) ANY PHYSICAL HARM THAT CARRIES A SUBSTANTIAL RISK OF DEATH;**
- (2) ANY PHYSICAL HARM THAT INVOLVES A PERMANENT INCAPACITY, WHETHER PARTIAL OR TOTAL, OR A TEMPORARY, SUBSTANTIAL INCAPACITY;**
- (3) ANY PHYSICAL HARM THAT INVOLVES A PERMANENT DISFIGUREMENT OR A TEMPORARY, SERIOUS DISFIGUREMENT;**
- (4) ANY PHYSICAL HARM THAT INVOLVES ACUTE PAIN OF A DURATION THAT RESULTS IN SUBSTANTIAL SUFFERING OR ANY DEGREE OF PROLONGED OR INTRACTABLE PAIN.**

(F) "VICIOUS DOG" MEANS A DOG THAT, WITHOUT PROVOCATION, HAS KILLED OR CAUSED SERIOUS INJURY TO ANY PERSON. "VICIOUS DOG" DOES NOT INCLUDE EITHER OF THE FOLLOWING:

- (1) A POLICE DOG THAT HAS KILLED OR CAUSED SERIOUS INJURY TO ANY PERSON WHILE THE POLICE DOG IS BEING USED TO ASSIST ONE OR MORE LAW ENFORCEMENT OFFICERS IN THE PERFORMANCE OF THEIR OFFICIAL DUTIES;**

- (2) A DOG THAT HAS KILLED OR CAUSED SERIOUS INJURY TO ANY PERSON WHILE A PERSON WAS COMMITTING OR ATTEMPTING TO COMMIT A TRESPASS OR OTHER CRIMINAL OFFENSE ON THE PROPERTY OF THE OWNER, KEEPER, OR HARBORER OF THE DOG.

(G) "WITHOUT PROVOCATION" MEANS THAT A DOG WAS NOT TEASED BY A PERSON OR ANIMAL, TORMENTED BY A PERSON OR ANIMAL, OR ABUSED BY A PERSON, OR THAT THE DOG WAS NOT COMING TO THE AID OR THE DEFENSE OF A PERSON WHO WAS NOT ENGAGED IN ILLEGAL OR CRIMINAL ACTIVITY AND WHO WAS NOT USING THE DOG AS A MEANS OF CARRYING OUT SUCH ACTIVITY.

505.161 NUISANCE, DANGEROUS AND VICIOUS DOG CLASSIFICATION AND HEARING.

(A) IF AN ANIMAL CONTROL OFFICER OR PEACE OFFICER HAS REASONABLE CAUSE TO BELIEVE THAT A DOG IN THE PERSON'S JURISDICTION IS A NUISANCE DOG, DANGEROUS DOG, OR VICIOUS DOG, THE PERSON SHALL NOTIFY THE OWNER, KEEPER, OR HARBORER OF THAT DOG, BY CERTIFIED MAIL OR IN PERSON, OF BOTH OF THE FOLLOWING:

- (1) THAT THE PERSON HAS DESIGNATED THE DOG A NUISANCE DOG, DANGEROUS DOG, OR VICIOUS DOG, AS APPLICABLE;
- (2) THAT THE OWNER, KEEPER, OR HARBORER OF THE DOG MAY REQUEST A HEARING REGARDING THE DESIGNATION IN ACCORDANCE WITH THIS SECTION. THE NOTICE SHALL INCLUDE INSTRUCTIONS FOR FILING A REQUEST FOR A HEARING IN THE COUNTY IN WHICH THE DOG'S OWNER, KEEPER, OR HARBORER RESIDES.

(B) IF THE OWNER, KEEPER, OR HARBORER OF THE DOG DISAGREES WITH THE DESIGNATION OF THE DOG AS A NUISANCE DOG, DANGEROUS DOG, OR VICIOUS DOG, AS APPLICABLE, THE OWNER, KEEPER, OR HARBORER, NOT LATER THAN TEN DAYS AFTER RECEIVING NOTIFICATION OF THE DESIGNATION, MAY REQUEST A HEARING REGARDING THE DETERMINATION. THE REQUEST FOR A HEARING SHALL BE IN WRITING AND SHALL BE FILED WITH THE MUNICIPAL COURT THAT HAS TERRITORIAL JURISDICTION OVER THE RESIDENCE OF THE DOG'S OWNER, KEEPER, OR HARBORER. AT THE HEARING, THE PERSON WHO DESIGNATED THE DOG AS A NUISANCE DOG, DANGEROUS DOG, OR VICIOUS DOG HAS THE BURDEN OF PROVING, BY CLEAR AND CONVINCING EVIDENCE, THAT THE DOG IS A NUISANCE DOG, DANGEROUS DOG, OR VICIOUS DOG.

THE OWNER, KEEPER, OR HARBORER OF THE DOG OR THE PERSON WHO DESIGNATED THE DOG AS A NUISANCE DOG, DANGEROUS DOG, OR VICIOUS DOG MAY APPEAL THE COURT'S FINAL DETERMINATION AS IN ANY OTHER CASE FILED IN THAT COURT.

(C) A COURT, UPON MOTION OF AN OWNER, KEEPER, OR HARBORER OR AN ATTORNEY REPRESENTING THE OWNER, KEEPER, OR HARBORER, MAY ORDER THAT THE DOG DESIGNATED AS A NUISANCE DOG, DANGEROUS DOG, OR VICIOUS DOG BE HELD IN THE POSSESSION OF THE OWNER, KEEPER, OR HARBORER UNTIL THE COURT MAKES A FINAL DETERMINATION UNDER THIS SECTION OR DURING THE PENDENCY OF AN APPEAL, AS APPLICABLE. UNTIL THE COURT MAKES A FINAL DETERMINATION AND DURING THE PENDENCY OF ANY APPEAL, THE DOG SHALL BE CONFINED OR RESTRAINED IN ACCORDANCE WITH THE PROVISIONS OF DIVISION (D) OF SECTION 955.22 OF THE REVISED CODE THAT APPLY TO DANGEROUS DOGS REGARDLESS OF WHETHER THE DOG HAS BEEN DESIGNATED AS A VICIOUS DOG OR A NUISANCE DOG RATHER THAN A DANGEROUS DOG. THE OWNER, KEEPER, OR HARBORER OF THE DOG SHALL NOT BE REQUIRED TO COMPLY WITH ANY OTHER REQUIREMENTS ESTABLISHED IN THE REVISED CODE THAT CONCERN A NUISANCE DOG, DANGEROUS DOG, OR VICIOUS DOG, AS APPLICABLE, UNTIL THE COURT MAKES A FINAL DETERMINATION AND DURING THE PENDENCY OF ANY APPEAL.

(D) IF A DOG IS FINALLY DETERMINED UNDER THIS SECTION, OR ON APPEAL AS DESCRIBED IN THIS SECTION, TO BE A VICIOUS DOG, DIVISION (D) OF SECTION 955.11 AND DIVISIONS (D) TO (I) OF SECTION 955.22 OF THE REVISED CODE APPLY WITH RESPECT TO THE DOG AND THE OWNER, KEEPER, OR HARBORER OF THE DOG AS IF THE DOG WERE A DANGEROUS DOG, AND SECTION 955.54 OF THE REVISED CODE APPLIES WITH RESPECT TO THE DOG AS IF IT WERE A DANGEROUS DOG, AND THE COURT SHALL ISSUE AN ORDER THAT SPECIFIES THAT THOSE PROVISIONS APPLY WITH RESPECT TO THE DOG AND THE OWNER, KEEPER, OR HARBORER IN THAT MANNER. AS PART OF THE ORDER, THE COURT SHALL REQUIRE THE OWNER, KEEPER, OR HARBORER TO OBTAIN THE LIABILITY INSURANCE REQUIRED UNDER DIVISION (E)(1) OF SECTION 955.22 OF THE REVISED CODE IN AN AMOUNT DESCRIBED IN DIVISION (H)(2) OF SECTION 955.99 OF THE REVISED CODE.

505.162 CONTROL OF NUISANCE, DANGEROUS AND VICIOUS DOGS.

(A) NO OWNER, KEEPER, OR HARBORER OF A NUISANCE DOG SHALL FAIL TO DO THE FOLLOWING:

- (1) WHILE THE DOG IS ON THE PREMISES OF THE OWNER, KEEPER, OR HARBORER, SO AS TO PREVENT IT FROM CAUSING INJURY TO ANY PERSON OR DOMESTIC ANIMAL:
 - A. SECURELY CONFINE THE DOG INDOORS;
 - B. SECURELY CONFINE THE DOG IN A LOCKED PEN WHICH HAS A SECURED TOP AND KEEP THE DOG UNDER DIRECT SUPERVISION BY A PERSON WHO IS OF SUFFICIENT SIZE AND STRENGTH TO CONTROL THE DOG;
 - C. SECURELY CONFINE THE DOG IN A LOCKED FENCED YARD, WHICH FENCE IS AT LEAST SIX FEET TALL, AND KEEP THE DOG UNDER DIRECT SUPERVISION BY A PERSON WHO IS OF SUFFICIENT SIZE AND STRENGTH TO CONTROL THE DOG; OR
 - D. KEEP THE DOG RESTRAINED BY A NON-RETRACTABLE TETHER OR A LEASH NO LONGER THAN SIX FEET IN LENGTH AND HAVE THE LEASH OR TETHER CONTROLLED BY A PERSON WHO IS OF SUFFICIENT SIZE AND STRENGTH TO CONTROL THE DOG OR SECURELY ATTACH, TIE, OR AFFIX THE LEASH OR TETHER TO THE GROUND OR A STATIONARY OBJECT OR FIXTURE SO THAT THE DOG IS ADEQUATELY RESTRAINED AND STATION SUCH PERSON IN CLOSE PROXIMITY.
- (2) WHILE THE DOG IS OFF THE PREMISES OF THE OWNER, KEEPER, OR HARBORER, INCLUDING WITHIN COMMON AREAS OF MULTIPLE-UNIT PROPERTIES, SO AS TO PREVENT IT FROM CAUSING INJURY TO ANY PERSON OR DOMESTIC ANIMAL:
 - A. KEEP THE DOG RESTRAINED BY A NON-RETRACTABLE TETHER OR A LEASH NO LONGER THAN SIX FEET IN LENGTH AND HAVE THE LEASH OR TETHER CONTROLLED BY A PERSON WHO IS OF SUFFICIENT SIZE AND STRENGTH TO CONTROL THE DOG OR SECURELY ATTACH, TIE, OR AFFIX THE LEASH OR TETHER TO THE GROUND OR A STATIONARY OBJECT OR FIXTURE SO THAT THE DOG IS ADEQUATELY RESTRAINED AND STATION SUCH PERSON IN CLOSE PROXIMITY; AND
 - B. IDENTIFY THE DOG WITH A LEASH, COLLAR, HARNESS, VEST, OR OTHER GARMENT THAT IS COLORED NEON YELLOW, WITHOUT PATTERNS OR OTHER ADORNMENTS EXCEPT DESIGNS INTENDED TO INCREASE VISIBILITY OF THE DOG AT NIGHT. THE IDENTIFYING GARMENT SHALL BE VISIBLE AND IDENTIFIABLE TO AN ORDINARY PERSON FROM AT

LEAST 15 FEET AWAY SO AS TO PROVIDE REASONABLE WARNING TO THAT PERSON ABOUT THE DOG'S CLASSIFICATION.

- (3) WITHIN TEN CALENDAR DAYS OF THE NOTICE OF CLASSIFICATION, PROVIDE THE POLICE DEPARTMENT WITH AN IDENTIFYING COLOR PHOTOGRAPH OF THE DOG AND MICROCHIP INFORMATION IF THE DOG IS MICROCHIPPED.
- (4) NOTIFY THE POLICE DEPARTMENT IMMEDIATELY IF THE DOG IS LOOSE OR UNCONFINED OR HAS AGGRESSIVELY BITTEN A HUMAN OR A DOMESTIC ANIMAL.
- (5) NOTIFY THE POLICE DEPARTMENT IN WRITING WITHIN FIVE CALENDAR DAYS IF THE DOG IS TRANSFERRED TO ANOTHER OWNER OR KEEPER OR DIES. IF THE DOG IS TRANSFERRED TO ANOTHER OWNER, THE WRITTEN NOTICE SHALL INCLUDE THE NAME, ADDRESS, AND PHONE NUMBER OF THE TRANSFEREE.
- (6) NOTIFY VETERINARIANS, VETERINARY STAFF, GROOMERS, AND OTHER MEMBERS OF THE PUBLIC WHO COME INTO DIRECT CONTACT WITH THE DESIGNATED DOG THAT THE DOG HAS BEEN DESIGNATED AS A NUISANCE DOG PRIOR TO SUCH CONTACT.
- (7) NEUTER OR SPAY THE DOG WITHIN 14 CALENDAR DAYS OF THE FINAL DETERMINATION OF THE DOG AS A NUISANCE DOG, UNLESS A LICENSED VETERINARIAN DETERMINES THAT NEUTERING OR SPAYING OF THE DOG IS MEDICALLY CONTRAINDICATED AND PROVIDE PROOF OF ALTERATION OR EXEMPTION TO THE POLICE DEPARTMENT UPON DEMAND.

(B) NO OWNER, KEEPER, OR HARBORER OF A DANGEROUS OR VICIOUS DOG SHALL FAIL TO DO THE FOLLOWING:

- (1) WHILE THE DOG IS ON THE PREMISES OF THE OWNER, KEEPER, OR HARBORER, SO AS TO PREVENT IT FROM CAUSING INJURY TO ANY PERSON OR DOMESTIC ANIMAL, SECURELY CONFINED IT AT ALL TIMES:
 - A. IN A LOCKED PEN THAT HAS A SECURED TOP, UNDER THE DIRECT SUPERVISION OF A PERSON WHO IS AT LEAST 18 YEARS OF AGE AND OF SUFFICIENT SIZE AND STRENGTH TO CONTROL THE DOG;
 - B. IN A LOCKED, FENCED YARD, WHICH FENCE IS LOCATED IN THE REAR YARD WITH SELF-CLOSING AND SELF-LATCHING GATES ON ANY OPENINGS OF THE FENCED YARD, AT LEAST SIX FEET TALL, AND RESTRAINED BY A LEASH OR TETHER NO LONGER THAN TEN FEET IN LENGTH CONTROLLED BY A PERSON WHO IS AT LEAST 18 YEARS OF AGE AND OF SUFFICIENT SIZE AND STRENGTH TO CONTROL THE DOG OR SECURELY ATTACH, TIE, OR AFFIX THE LEASH OR TETHER TO THE GROUND OR A STATIONARY OBJECT OR FIXTURE SO THAT THE DOG IS ADEQUATELY RESTRAINED AND STATION SUCH PERSON IN CLOSE PROXIMITY; OR
 - C. IN ANY OTHER LOCKED ENCLOSURE THAT HAS A SECURED TOP, INCLUDING A HOUSE. IF THE DOG IS CONFINED IN ANY OTHER LOCKED ENCLOSURE THAT HAS A TOP OUTDOORS, KEEP THE DOG UNDER THE DIRECT SUPERVISION OF A PERSON WHO IS AT LEAST 18 YEARS OF AGE AND OF SUFFICIENT SIZE AND STRENGTH TO CONTROL THE DOG.
- (2) WHILE THAT DOG IS OFF THE PREMISES OF THE OWNER, KEEPER, OR HARBORER, INCLUDING WITHIN COMMON AREAS OF MULTIPLE-UNIT PROPERTIES, SO AS TO PREVENT IT FROM CAUSING INJURY TO ANY PERSON OR DOMESTIC ANIMAL:

- A. MUZZLE THE DOG WITH A MUZZLE MADE IN A MANNER THAT WILL NOT CAUSE INJURY TO THE DOG OR INTERFERE WITH ITS VISION OR RESPIRATION, BUT ALLOWS THE DOG TO EAT AND DRINK AND PREVENTS IT FROM BITING ANY PERSON OR ANIMAL, AND ALSO KEEP THE DOG RESTRAINED BY A LEASH OR TETHER NO LONGER THAN SIX FEET IN LENGTH CONTROLLED BY A PERSON WHO IS AT LEAST 18 YEARS OF AGE AND OF SUFFICIENT SIZE AND STRENGTH TO CONTROL THE DOG OR SECURELY ATTACH, TIE, OR AFFIX THE LEASH OR TETHER TO THE GROUND OR A STATIONARY OBJECT OR FIXTURE SO THAT THE DOG IS ADEQUATELY RESTRAINED AND STATION SUCH PERSON IN CLOSE PROXIMITY;
- B. KEEP THE DOG IN A LOCKED FENCED YARD, WHICH FENCE IS LOCATED IN THE REAR YARD WITH SELF-CLOSING AND SELF-LATCHING GATES ON ANY OPENINGS OF THE FENCED YARD, AT LEAST SIX FEET TALL, AND RESTRAINED BY A LEASH OR TETHER NO LONGER THAN TEN FEET IN LENGTH AND HAVE THE LEASH OR TETHER CONTROLLED BY A PERSON WHO IS AT LEAST 18 YEARS OF AGE AND OF SUFFICIENT SIZE AND STRENGTH TO CONTROL THE DOG OR SECURELY ATTACH, TIE, OR AFFIX THE LEASH OR TETHER TO THE GROUND OR A STATIONARY OBJECT OR FIXTURE SO THAT THE DOG IS ADEQUATELY RESTRAINED AND STATION SUCH PERSON IN CLOSE PROXIMITY;
- C. KEEP THE DOG IN A LOCKED PEN THAT HAS A SECURE TOP, UNDER THE DIRECT SUPERVISION OF A PERSON WHO IS AT LEAST 18 YEARS OF AGE AND OF SUFFICIENT SIZE AND STRENGTH TO CONTROL THE DOG; OR
- D. KEEP THE DOG IN ANOTHER LOCKED ENCLOSURE THAT HAS A SECURE TOP, INCLUDING A HOUSE. IF THE DOG IS CONFINED IN ANOTHER LOCKED ENCLOSURE THAT HAS A TOP OUTDOORS, KEEP THE DOG UNDER THE DIRECT SUPERVISION OF A PERSON WHO IS AT LEAST 18 YEARS OF AGE AND OF SUFFICIENT SIZE AND STRENGTH TO CONTROL THE DOG.

(C) NO OWNER, KEEPER, OR HARBORER OF A DANGEROUS OR VICIOUS DOG SHALL FAIL TO IDENTIFY THE DOG AT ALL TIMES WITH A LEASH, COLLAR, HARNESS, VEST, OR OTHER GARMENT THAT IS COLORED NEON YELLOW, WITHOUT PATTERNS OR OTHER ADORNMENTS EXCEPT DESIGNS INTENDED TO INCREASE VISIBILITY OF THE DOG AT NIGHT. WHILE THE DOG IS OFF THE PREMISES OF THE OWNER, KEEPER, OR HARBORER, INCLUDING WITHIN COMMON AREAS OF MULTIPLE-UNIT PROPERTIES, THE IDENTIFYING GARMENT SHALL BE VISIBLE AND IDENTIFIABLE TO AN ORDINARY PERSON FROM AT LEAST 15 FEET AWAY SO AS TO PROVIDE REASONABLE WARNING TO THAT PERSON ABOUT THE DOG'S CLASSIFICATION AND TO PREVENT THE DOG FROM CAUSING INJURY TO ANY PERSON OR DOMESTIC ANIMAL.

(D) NO OWNER, KEEPER, OR HARBORER OF A DANGEROUS OR VICIOUS DOG SHALL FAIL TO DO THE FOLLOWING:

- (1) MAINTAIN A POLICY OF LIABILITY INSURANCE WITH AN INSURER AUTHORIZED TO WRITE LIABILITY INSURANCE IN THIS STATE PROVIDING COVERAGE IN EACH OCCURRENCE, SUBJECT TO A LIMIT, EXCLUSIVE OF INTEREST AND COSTS, OF NOT LESS THAN ONE HUNDRED THOUSAND DOLLARS (\$100,000) FOR A DANGEROUS OR VICIOUS DOG BECAUSE OF DAMAGE OR BODILY INJURY TO OR DEATH OF A PERSON OR ANIMAL CAUSED BY THE DOG. SUCH INSURANCE MUST BE OBTAINED WITHIN 14 CALENDAR DAYS OF THE FINAL DETERMINATION OF

THE DOG AS A DANGEROUS OR VICIOUS DOG. THE OWNER OR KEEPER OF ANY DANGEROUS OR VICIOUS DOG SHALL PROVIDE A COPY OF THE POLICY FOR LIABILITY INSURANCE TO THE CHIEF OF POLICE ON A YEARLY BASIS AND PROVIDE PROOF OF THAT LIABILITY INSURANCE UPON REQUEST TO ANY LAW ENFORCEMENT OFFICER, COUNTY DOG WARDEN, OR PUBLIC HEALTH OFFICIAL CHARGED WITH ENFORCING THIS SECTION.

- (2) OBTAIN A DANGEROUS DOG REGISTRATION CERTIFICATE FROM THE COUNTY FISCAL OFFICER PURSUANT TO SECTION 955.22(I) OF THE REVISED CODE WITHIN 14 CALENDAR DAYS OF THE FINAL DETERMINATION OF THE DOG AS A DANGEROUS OR VICIOUS DOG, AFFIX A TAG THAT IDENTIFIES THE DOG AS A DANGEROUS OR VICIOUS DOG TO THE DOG'S COLLAR, ENSURE THAT THE DOG WEARS THE COLLAR AND TAG AT ALL TIMES, AND PRESENT THE DANGEROUS DOG REGISTRATION CERTIFICATE UPON BEING REQUESTED TO DO SO BY ANY LAW ENFORCEMENT OFFICER, DOG WARDEN, ANIMAL WARDEN OR CONTROL OFFICER, OR PUBLIC HEALTH OFFICIAL, INCLUDING EVIDENCE THAT THE DOG HAS BEEN MICROCHIPPED, RABIES VACCINATED, AND NEUTERED OR SPAYED, UNLESS A LICENSED VETERINARIAN DETERMINES THAT NEUTERING OR SPAYING OF THE DOG IS MEDICALLY CONTRAINDICATED.
 - (3) NOTIFY THE POLICE DEPARTMENT IMMEDIATELY IF ANY OF THE FOLLOWING OCCURS:
 - A. THE DOG IS LOOSE OR UNCONFINED.
 - B. THE DOG BITES A PERSON, UNLESS THE DOG IS ON THE PROPERTY OF THE OWNER OF THE DOG, AND THE PERSON WHO IS BITTEN IS UNLAWFULLY TRESPASSING OR COMMITTING A CRIMINAL ACT WITHIN THE BOUNDARIES OF THAT PROPERTY.
 - C. THE DOG ATTACKS ANOTHER ANIMAL WHILE THE DOG IS OFF THE PROPERTY OF THE OWNER OF THE DOG.
 - D. THE DOG IS SOLD, GIVEN TO ANOTHER PERSON, OR DIES, WITHIN TEN CALENDAR DAYS OF THE SALE, TRANSFER, OR DEATH, AND ALSO NOTIFY THE COUNTY FISCAL OFFICER.
 - (4) WITHIN TEN CALENDAR DAYS OF THE NOTICE OF CLASSIFICATION, PROVIDE THE POLICE DEPARTMENT WITH AN IDENTIFYING COLOR PHOTOGRAPH OF THE DOG.
 - (5) NOTIFY VETERINARIANS, VETERINARY STAFF, GROOMERS, AND OTHER MEMBERS OF THE PUBLIC WHO COME INTO DIRECT CONTACT WITH THE DESIGNATED DOG THAT THE DOG HAS BEEN DESIGNED AS A DANGEROUS OR VICIOUS DOG PRIOR TO SUCH CONTACT.
 - (6) SUCCESSFULLY COMPLETE A DOG OBEDIENCE OR BEHAVIOR MODIFICATION COURSE THAT INCLUDES A MINIMUM OF SIX HOURS OF IN-PERSON PROFESSIONAL TRAINING OR BEHAVIOR MODIFICATION WITHIN 90 CALENDAR DAYS OF THE FINAL DETERMINATION OF THE DOG AS A DANGEROUS OR VICIOUS DOG AND PROVIDE PROOF OF COMPLETION TO THE POLICE CHIEF.
 - (7) CONSENT TO AN INSPECTION OF THE PROPERTY WHERE THE DOG IS KEPT, OTHER THAN WITHIN ANY PRIVATE STRUCTURE UNLESS OTHERWISE AUTHORIZED BY LAW, BY THE POLICE CHIEF FOR THE PURPOSE OF DETERMINING COMPLIANCE WITH THE REQUIREMENTS OF THIS SECTION.
- (E) NO PERSON SHALL DO ANY OF THE FOLLOWING:

- (1) DEBARK OR SURGICALLY SILENCE A DOG THAT THE PERSON KNOWS OR HAS REASON TO BELIEVE IS A DANGEROUS OR VICIOUS DOG;
- (2) POSSESS A DANGEROUS OR VICIOUS DOG IF THE PERSON KNOWS OR HAS REASON TO BELIEVE THAT THE DOG HAS BEEN DEBARKED OR SURGICALLY SILENCED;
- (3) FALSELY ATTEST ON A WAIVER FORM PROVIDED BY THE VETERINARIAN UNDER SECTION 955.22(F) OF THE REVISED CODE THAT THE PERSON'S DOG IS NOT A DANGEROUS OR VICIOUS DOG OR OTHERWISE PROVIDE FALSE INFORMATION ON THAT WRITTEN WAIVER FORM. IT IS AN AFFIRMATIVE DEFENSE TO A CHARGE OF A VIOLATION OF THIS SUBSECTION THAT THE VETERINARIAN WHO IS CHARGED WITH THE VIOLATION OBTAINED, PRIOR TO DEBARKING OR SURGICALLY SILENCING THE DOG, A WRITTEN WAIVER FORM THAT COMPLIES WITH SECTION 955.22(F) OF THE REVISED CODE AND THAT ATTESTS THAT THE DOG IS NOT A DANGEROUS OR VICIOUS DOG.

(F) PENALTIES.

- (1) WHOEVER VIOLATES THIS SECTION WHEN THE VIOLATION INVOLVES A NUISANCE DOG IS GUILTY OF A MISDEMEANOR OF THE FOURTH DEGREE ON THE FIRST OFFENSE, A MISDEMEANOR OF THE THIRD DEGREE ON THE SECOND OFFENSE, AND A MISDEMEANOR OF THE FIRST DEGREE ON THE THIRD OR ANY SUBSEQUENT OFFENSE.

NOTWITHSTANDING THE FOREGOING PENALTIES, IF THE DOG AGGRESSIVELY BITES A DOMESTIC ANIMAL OR HUMAN WITHOUT PROVOCATION AS A RESULT OF A VIOLATION OF THIS SECTION, THEN WHOEVER VIOLATES THIS SECTION IS GUILTY OF A MISDEMEANOR OF THE FIRST DEGREE. ADDITIONALLY, THE COURT SHALL ORDER THE OFFENDER TO COMPLETE DOG OBEDIENCE TRAINING WITHIN A SPECIFIED PERIOD OF TIME AND PROVIDE WRITTEN PROOF THEREOF TO THE POLICE CHIEF.

- (2) WHOEVER VIOLATES THIS SECTION WHEN THE VIOLATION INVOLVES A DANGEROUS DOG IS GUILTY OF A MISDEMEANOR OF THE THIRD DEGREE ON THE FIRST OFFENSE, A MISDEMEANOR OF THE SECOND DEGREE ON THE SECOND OFFENSE, AND A MISDEMEANOR OF THE FIRST DEGREE ON THE THIRD OR ANY SUBSEQUENT OFFENSE.

NOTWITHSTANDING THE FOREGOING PENALTIES, IF THE DOG AGGRESSIVELY BITES A DOMESTIC ANIMAL OR HUMAN WITHOUT PROVOCATION AS A RESULT OF A VIOLATION OF THIS SECTION, THEN WHOEVER VIOLATES THIS SECTION IS GUILTY OF A MISDEMEANOR OF THE FIRST DEGREE. ADDITIONALLY, THE COURT SHALL ORDER THE OFFENDER TO COMPLETE DOG OBEDIENCE TRAINING WITHIN A SPECIFIED PERIOD OF TIME AND PROVIDE WRITTEN PROOF THEREOF TO THE POLICE CHIEF. THE COURT MAY FURTHER IMPOSE REASONABLE TERMS, CONDITIONS AND RESTRICTIONS DEEMED NECESSARY TO PROTECT THE PUBLIC HEALTH, SAFETY AND WELFARE.

NOTWITHSTANDING THE FOREGOING PENALTIES, IF THE DOG KILLS A DOMESTIC ANIMAL OR CAUSES SERIOUS INJURY TO A HUMAN AS A RESULT OF A VIOLATION OF THIS SECTION, THEN WHOEVER VIOLATES THIS SECTION IS GUILTY OF A MISDEMEANOR OF THE FIRST DEGREE. THE COURT MAY IMPOSE REASONABLE TERMS, CONDITIONS AND RESTRICTIONS DEEMED NECESSARY TO PROTECT THE PUBLIC HEALTH, SAFETY AND WELFARE, INCLUDING IMPOSING ADDITIONAL KEEPING REQUIREMENTS ON THE DOG WHILE IT IS KEPT OR

HARBORED WITHIN THE CITY, REQUIRING THE OWNER, KEEPER, OR HARBORER OF THE DOG TO TEMPORARILY OR PERMANENTLY REMOVE THE DOG FROM BEING KEPT OR HARBORED IN THE CITY, OR REQUIRING HUMANE EUTHANASIA OF THE DOG BY A LICENSED VETERINARIAN.

- (3) WHOEVER VIOLATES THIS SECTION WHEN THE VIOLATION INVOLVES A VICIOUS DOG IS GUILTY OF A MISDEMEANOR OF THE SECOND DEGREE ON THE FIRST OFFENSE, A MISDEMEANOR OF THE FIRST DEGREE ON THE SECOND OFFENSE OR ANY SUBSEQUENT OFFENSE.

NOTWITHSTANDING THE FOREGOING PENALTIES, IF THE DOG AGGRESSIVELY BITES A DOMESTIC ANIMAL OR HUMAN WITHOUT PROVOCATION AS A RESULT OF A VIOLATION OF THIS SECTION, THEN WHOEVER VIOLATES THIS SECTION IS GUILTY OF A MISDEMEANOR OF THE FIRST DEGREE. ADDITIONALLY, THE COURT SHALL ORDER THE OFFENDER TO COMPLETE DOG OBEDIENCE TRAINING WITHIN A SPECIFIED PERIOD OF TIME AND PROVIDE WRITTEN PROOF THEREOF TO THE POLICE CHIEF. THE COURT MAY FURTHER IMPOSE REASONABLE TERMS, CONDITIONS AND RESTRICTIONS DEEMED NECESSARY TO PROTECT THE PUBLIC HEALTH, SAFETY AND WELFARE.

NOTWITHSTANDING THE FOREGOING PENALTIES, IF THE DOG KILLS A DOMESTIC ANIMAL OR CAUSES SERIOUS INJURY TO A HUMAN AS A RESULT OF A VIOLATION OF THIS SECTION, THEN WHOEVER VIOLATES THIS SECTION IS GUILTY OF A MISDEMEANOR OF THE FIRST DEGREE. THE COURT MAY IMPOSE REASONABLE TERMS, CONDITIONS AND RESTRICTIONS DEEMED NECESSARY TO PROTECT THE PUBLIC HEALTH, SAFETY AND WELFARE, INCLUDING HUMANE EUTHANASIA OF THE DOG BY A LICENSED VETERINARIAN.

NOTWITHSTANDING THE FOREGOING PENALTIES, IT IS A FELONY TO BE PROSECUTED UNDER APPROPRIATE STATE LAW IF THE DOG KILLS A PERSON AS A RESULT OF A VIOLATION OF SECTION 955.22(C) OF THE REVISED CODE. THE PENALTIES IN THIS SECTION SHALL NOT APPLY WHENEVER THE CONDUCT PROSCRIBED IN THIS SECTION CONSTITUTES A FELONY UNDER SECTION 955.99 OF THE REVISED CODE.

505.163 DANGEROUS AND VICIOUS DOG OWNERSHIP RESTRICTIONS.

- (A) NO PERSON SHALL OWN, KEEP, MAINTAIN, ALLOW, HARBOR, OR PERMIT MORE THAN ONE DANGEROUS OR VICIOUS DOG AT ANY ONE RESIDENCE THAT HAS AGGRESSIVELY BITTEN AND KILLED A DOG OR AGGRESSIVELY BITTEN AND CAUSED SERIOUS INJURY OR DEATH TO A PERSON.
- (B) THE PROVISIONS AS SET FORTH IN SECTION 955.54 OF THE REVISED CODE SHALL APPLY INSIDE THE CITY, WITH THE EXCEPTION OF DIVISION (A)(2) OF THAT SECTION, WHICH SHALL BE CONSTRUED TO INCLUDE VICIOUS DOGS IN ADDITION TO DANGEROUS DOGS. NO PERSON SHALL FAIL TO ABIDE BY THE PROVISIONS OF SECTION 955.54 OF THE REVISED CODE AS MODIFIED BY THIS SECTION OF THE CODE.
- (C)
 - (1) WHOEVER VIOLATES SUBSECTION (A) OF THIS SECTION IS GUILTY OF A SECOND-DEGREE MISDEMEANOR.
 - (2) WHOEVER VIOLATES SUBSECTION (B) OF THIS SECTION IS GUILTY OF A FIRST-DEGREE MISDEMEANOR.

505.164 EXEMPTIONS.

THE FOLLOWING SHALL BE EXEMPTED FROM THE PROVISIONS OF THIS CHAPTER:

(A) ANY DOG WHICH IS LAWFULLY ENGAGED IN HUNTING OR TRAINING FOR THE PURPOSE OF HUNTING WHILE ACCOMPANIED BY A LICENSED HUNTER. HOWEVER, SUCH DOGS AT ALL OTHER TIMES AND IN ALL OTHER RESPECTS SHALL BE SUBJECT TO THE ORDINANCE OR RESOLUTION PERMITTED BY THIS SECTION, UNLESS ACTUALLY IN THE FIELD AND ENGAGED IN HUNTING OR IN LEGITIMATE TRAINING FOR SUCH PURPOSE;

(B) A SERVICE ANIMAL, AS DEFINED BY THE AMERICANS WITH DISABILITIES ACT AND THE REGULATIONS PROMULGATED PURSUANT THERETO, THAT HAS CAUSED INJURY OR SERIOUS INJURY TO ANY PERSON OR HAS KILLED A PERSON OR A DOMESTIC ANIMAL WHILE THE SERVICE ANIMAL IS ACTUALLY BEING USED TO ASSIST A PERSON IN THE PERFORMANCE OF THAT ANIMAL'S TRAINED DUTIES; AND

(C) A POLICE DOG THAT HAS CAUSED INJURY OR SERIOUS INJURY TO ANY PERSON OR HAS KILLED A PERSON OR A DOMESTIC ANIMAL WHILE THE POLICE DOG IS ACTUALLY BEING USED TO ASSIST ONE OR MORE LAW ENFORCEMENT OFFICERS IN THE PERFORMANCE OF THEIR OFFICIAL DUTIES. (ORD. 1-18. PASSED 4-2-2018.)

505.165 STRICT LIABILITY.

STRICT LIABILITY IS IMPOSED FOR THE VIOLATION OF ANY PROVISION OF SECTIONS 505.16 OR 505.162.

505.17 PIT BULL DOGS.

~~(a) No person shall own, keep or harbor a pit bull dog as hereinafter defined within the Municipal limits of the City of Fairfield, Ohio.~~

~~(b) "Pit bull dog" as used in this section means a dog that belongs to a breed that is commonly known as a pit bull dog or pit bull terrier which includes any Staffordshire bull terrier, American Staffordshire terrier or American pit bull breed of dog or which has the appearance and characteristics of being predominantly of any such breed or which is identifiable as partially of such a breed.~~

~~(c) Whoever violates this section shall be guilty of a misdemeanor of the third degree on the first offense and a misdemeanor of the first degree for each subsequent offense under this section. In addition to any other sentence that it imposes on the offender, the court shall order the pit bull dog either destroyed or permanently removed from the City. Any person found guilty of violating this section shall pay all expenses, including shelter, food, boarding and veterinary expenses necessitated by the seizure of the dog, and such other expense as may be required for the destruction or permanent removal from the City of any such pit bull dog. (Ord. 63-06. Passed 4-24-06.)~~

505.18 PUBLIC DISPLAY OR PROCESSING OF ANIMALS.

(a) As used in this section:

(1) "Animal" means, but is not limited to, dogs, cats, cattle, deer, rabbits, squirrels, skunks, groundhogs, opossum, raccoons, beavers, muskrats, foxes, coyotes and bears, whether dead or alive.

(2) "Enclosure" means a shed, building or other structure in which the activity sought to be regulated by this section cannot be seen by ordinarily observant persons outside the enclosure while such activity is being carried out.

(b) No person shall dismember, display, eviscerate, hang, skin or slaughter any animal or part of an animal except in an enclosure that will prevent such activity from being viewed by persons outside the enclosure.

~~(c) Whoever violates this section is guilty of improper display or processing of an animal, a minor misdemeanor, unless the violator has previously been convicted of improper display or processing~~

~~of an animal or continues on a separate day to violate this section after being previously cited for a violation of this section on a separate day; in which case improper display or processing of an animal is a misdemeanor of the fourth degree.~~

~~(Ord. 21-00. Passed 2-28-00.)~~

505.19 ANIMAL CONTROL OFFICER.

(A) THE ANIMAL CONTROL OFFICER SHALL HOLD THE POSITION AS ESTABLISHED BY ORDINANCE.

(B) IN ADDITION TO SUCH DUTIES AS MAY BE ASSIGNED TO THE ANIMAL CONTROL OFFICER, IT SHALL BE THE DUTY OF THE ANIMAL CONTROL OFFICER, TO ASSIST IN THE ENFORCEMENT OF THE PROVISIONS OF THE CODIFIED ORDINANCES OF THE CITY AND LAWS OF THE STATE, RELATIVE TO THE LICENSING, IMPOUNDING, BOARDING AND DISPOSITION OF ANIMALS, LIVESTOCK OR POULTRY WITHIN THE CORPORATE LIMITS; HOWEVER, NO POLICE OR OTHER OFFICER OF THIS CITY, CHARGED WITH THE RESPONSIBILITY OF ENFORCING THE ORDINANCES OF THIS CITY AND THE LAWS OF THIS STATE, SHALL BE RELIEVED OF SUCH RESPONSIBILITY.

(C) THE ANIMAL CONTROL OFFICER SHALL BE PROVIDED WITH A BADGE DESIGNATING HIS OFFICE, AND SUCH OTHER UNIFORM, VEHICLES AND EQUIPMENT NECESSARY TO CARRY OUT HIS DUTIES; HOWEVER, ANY VEHICLES USED FOR PICKING UP AND IMPOUNDING ANIMALS, LIVESTOCK OR POULTRY SHALL BE CLEARLY MARKED ON BOTH SIDES WITH THE FOLLOWING: "ANIMAL CONTROL".

505.20 INSURANCE COVERAGE FOR DOG LIABILITY.

(A) NO OWNER, KEEPER OR HARBORER OF A DOG IN THE CITY SHALL FAIL TO DO ALL THE FOLLOWING:

- (1) MAINTAIN PUBLIC LIABILITY INSURANCE, WITH AN INSURER AUTHORIZED TO WRITE LIABILITY INSURANCE IN THIS STATE, SUBJECT TO A LIMIT, EXCLUSIVE OF INTEREST AND COSTS, IN A SINGLE INCIDENT AMOUNT OF NO LESS THAN \$10,000.00 FOR BODILY INJURY TO OR DEATH OF ANY PERSON OR PERSONS FOR DAMAGE TO PROPERTY OWNED BY ANY PERSON OR PERSONS WHICH MAY RESULT FROM THE OWNERSHIP, KEEPING OR MAINTAINING OF SUCH ANIMAL; AN EFFECTIVE INSURANCE POLICY WITH THE COVERAGE AND IN THE AMOUNTS SPECIFIED HEREIN MUST BE MAINTAINED BY THE OWNER, KEEPER OR HARBORER AT ALL TIMES; AND
- (2) FURNISH EVIDENCE OF THE POLICY OF INSURANCE REQUIRED UNDER THIS SECTION TO THE CITY LAW ENFORCEMENT OFFICIAL UPON DEMAND.

(B) WHOEVER VIOLATES THIS SECTION IS GUILTY OF A MINOR MISDEMEANOR ON THE FIRST OFFENSE, A MISDEMEANOR OF THE FOURTH DEGREE ON THE SECOND OFFENSE, AND A MISDEMEANOR OF THE THIRD DEGREE ON THE THIRD OR ANY SUBSEQUENT OFFENSE.

505.99 PENALTY.

(EDITOR'S NOTE: See Section 501.99 for penalties applicable to any misdemeanor classification.)



ANIMAL CONTROL ORDINANCE

City of Fairfield, Ohio



ORC 955 DOGS

Ohio's Comprehensive regulation of dogs.

Enactment of HB 14 ORC 955

- ❖ On May 22, 2012, HB 14, the dangerous and vicious dog law, became effective.
- ❖ The Act changed a 25 year old law defining a pit bull as a vicious dog as a matter of state law.
- ❖ The debate over the designation of pit bulls as vicious dogs in state law has been a controversial issue in the General Assembly for nearly a decade.

- The Center for Disease Control and Prevention (CDC) reports that 4.6 million Americans are bitten by dogs each year.
- About 885,000 of these victims seek medical attention, half of them children.
- Homeowner's insurance, if available, usually compensates victims for dog bites.
- Dog bites account for more than 1/3 of all homeowners' claims in the U.S.
- The average dog bite claim costs \$30,000.
- The American Society for Reconstructive Surgery announced in 2012 that 27,752 persons had reconstructive surgery following a dog bite.
- Those aged 5 to 9 years old are especially vulnerable as are children two years of age and younger.
- Elderly people and home service providers, such as mailmen and meter readers, are among those frequently bitten.
- In 2010 to 2014, an average of 33 people per year in the U.S. received fatal dog bite injuries.
- Ohio has a One-Bite Rule, so owners are liable for the first injury their dogs cause. ORC 955.28

Dog Bites in the City of Fairfield

- ❖ Since 2016 there have been 59 dog bites reported.
- ❖ Of those reported, 14 involved a dog believed to be a pit bull.

HOME RULE

Article XVIII, Section 3 of the Ohio Constitution

“Municipalities shall have authority to exercise all powers of local self-government and to adopt and enforce within their limits such local police, sanitary and other similar regulations, as are not in conflict with general laws.”

The Ohio Supreme Court has established the following three-part test to determine whether a municipal ordinance must yield to the provisions of a state statute: “A state statute takes precedence over a local ordinance when (1) the ordinance is in conflict with the statute, (2) the ordinance is an exercise of the police power, rather than of local self-government, and (3) the statute is a general law.” *Canton v. State of Ohio*, 95 Ohio St.3d 149, 151, 2002-Ohio-2005, 766 N.E.2d 963,

Four-part test to determine if a statute is a general law
Canton,

“To constitute a general law for purposes of home-rule analysis, a statute must (1) be part of a statewide and comprehensive legislative enactment, (2) apply to all parts of the state alike and operate uniformly throughout the state, (3) set forth police, sanitary, or similar regulations, rather than purport only to grant or limit legislative power of a municipal corporation to set forth police, sanitary, or similar regulations, and (4) prescribe a rule of conduct upon citizens generally.”

Darlene RUSS, Plaintiff–Appellant
v.
CITY OF REYNOLDSBURG, Defendant–Appellee

81 N.E.3d 493
Court of Appeals of Ohio, Fifth District, Licking County

April 19, 2017

81 N.E.3d 493
Court of Appeals of Ohio, Fifth District, Licking County.
Darlene **RUSS**, Plaintiff–Appellant
v.
CITY OF **REYNOLDSBURG**, Defendant–Appellee
No. 16–CA–58
|
April 19, 2017

Holdings: The Court of Appeals, Baldwin, J., held that:

- Code Chapter, entitled “dogs” and containing state-wide comprehensive provisions relating to dogs, was a general law for purposes of home-rule analysis, and
- City’s ordinances, prohibiting ownership of pit bulls outright, conflicted with state law, and thus, ordinances exceeded city’s authority under the Home Rule Amendment.

Based on the foregoing, we find that Revised Code Chapter 955 is a general law and that the Ordinances at issue in this case conflict with state law and exceed appellee's authority under the Home Rule Amendment.

Ohio Revised Code Chapter 955 has abolished breed-specific determinations of whether or not a dog is vicious or dangerous and focuses instead on the conduct of the individual dog. Under Ohio law, Ohio residents may keep or own any dog they choose, provided that if the dog is determined to be “dangerous” as defined in R.C. 955.11(A)(1)(a), the owner must comply with R.C. 955.22. Thus, while a pit bull is automatically considered “vicious” under the Reynoldsburg Ordinances and ownership of the same is prohibited, a pit bull may or may not be considered “vicious” under Ohio Revised Code Chapter 955 based on its conduct. We find, on such basis, that there is a conflict between ***499** Reynoldsburg’s pit bull Ordinances and Chapter 955, as amended by House Bill 14. The Ordinances prohibit that what is permitted by Ohio statutes (ownership of dogs identified as pit bulls).

Statutory Authority for ordinances not in conflict

R.C. 955.221(B)(3) permits a municipal corporation to adopt and enforce ordinances to control dogs within the municipal corporation that are not otherwise in conflict with any other provision of the Revised Code.

The Modifications to Chapter 505:

- (1) incorporate the comprehensive State law (ORC 955) regulations of dogs, and
- (2) includes additional requirements authorized under 955.221(B)(3) including enhanced penalties for violations and insurance requirements

The Ordinance presented to you tonight reconciles the City of Fairfield Ordinance regulating animals with the state law relating to nuisance, dangerous and vicious dogs which includes the repeal of the Breed Specific ban of pit bulls which is currently included in our ordinance.

Penalties (505.01 & 505.162)

Two Track system.

First Track - applies to initial incidents, applying a reasonable care standard, and penalizes owners for the dog's behavior.

Second Track, applies after the dog is designated a nuisance, dangerous or vicious dog, and provides for penalties based on a heightened care standard.

Both tracks provide for a due process hearing for owners who object to the designation of their dog.

MISDEMEANOR PENALTIES

CLASSIFICATION	CONFINEMENT	MAXIMUM FINE
Misdemeanor 1 (M1)	Maximum Sentence of 180 days	\$ 1,000
Misdemeanor 2 (M2)	Maximum Sentence of 90 days	\$ 750
Misdemeanor 3 (M3)	Maximum Sentence of 60 days	\$ 500
Misdemeanor 4 (M4)	Maximum Sentence of 30 days	\$ 250
Minor Misdemeanor (MM)	None	\$ 150

Penalties – Tier 1

Dogs Running at Large

- Owner is guilty of a Misdemeanor of the Fourth Degree on the first offense and a Third Degree Misdemeanor on the each subsequent offense.
(505.01(I)(1,2))
- Owner is guilty of a Misdemeanor of the First Degree if a domestic animal or person is aggressively bitten without provocation.
(505.01(I)(4))

Nuisance Dog Designation 505.16(C)

A “nuisance dog” means a dog that without provocation and while off the premises of the owner, keeper, or harborer either:

- chased or approached a person in either a menacing fashion or an apparent attitude of attack
- “Menacing fashion” is defined as “a dog that would cause any person being chased or approached to reasonably believe that the dog would cause physical injury to that person.” (505.16(B)).
- has attempted to bite or otherwise endanger any person.

A police dog assisting law enforcement officers does not meet the definition of a “nuisance dog.”

Dangerous Dog Designation 505.16(A)

A “dangerous dog” is one that “without provocation (the dog was not teased, tormented or abused)

- Caused injury, other than killing or serious injury, to any person
- Killed another dog.
- is caught running loose three or more times violating 505.01 of the Ordinance.

The term “dangerous dog” does not include a police dog that is being used to assist law enforcement officers in the performance of their official duties.

Vicious Dog Designation 505.16(F)

A “vicious dog” is one that without provocation (the dog was not teased, tormented or abused)

- Has killed or caused serious injury to any person

Vicious dog does not include:

- A police dog assisting law enforcement officers
 - A dog that “killed or caused serious injury to any person” while they were attempting to commit a trespass or other criminal offense on the property of the owner, keeper, or harbinger of the dog.”
- 505.162(F)

Penalties – Nuisance Dog 505.162(F)(1)

- ❖ Owner, Keeper or Harboring is guilty of a Misdemeanor of the Fourth Degree on the first offense, a third degree on the second offense and a First Degree Misdemeanor on the third or any subsequent offense.
- ❖ If dog aggressively bites a domestic animal or person without provocation, Owner Keeper or Harboring is guilty of a first degree misdemeanor.
- ❖ Restrictions for manner of keeping dog confined included in 505.162(A) apply to Nuisance Dogs.

Penalties – Dangerous Dog 505.162(F)(2)

- ❖ Misdemeanor of the third degree on a first offense, a second degree misdemeanor on the second offense and a misdemeanor of the first degree on a third and each subsequent offense.
- ❖ If dog aggressively bites a domestic animal or person without provocation, Owner Keeper or Harboring is guilty of a first degree misdemeanor.
- ❖ Court may order reasonable terms conditions and restrictions to protect the public.
- ❖ Restrictions for manner of keeping dog confined and requirements included in 505.162(B, C & D) apply to Dangerous Dogs.

Penalties – Vicious Dog 505.162(F)(3)

- ❖ Misdemeanor of the second degree on a first offense, a first degree misdemeanor on the second offense and each subsequent offense.
- ❖ If dog aggressively bites a domestic animal or person without provocation or kills a domestic animal or causes serious injury to a human Owner Keeper or Harboring is guilty of a first degree misdemeanor.
- ❖ Felony of the fourth degree if the dog kills a person and the court shall order the animal humanely destroyed at the owner's expense.
- ❖ Court may order reasonable terms conditions and restrictions to protect the public.
- ❖ Restrictions for manner of keeping dog confined and requirement included in 505.162(B, C & D) apply to Vicious Dogs

INSURANCE REQUIREMENTS

- ❖ 505.20 All Owners, Keepers and Harborers of a Dog in the City must maintain Liability Insurance of no less than \$10,000 for bodily injury or death to any person.
- ❖ 505.162(D) All Owners Keepers and Harborers of a Dangerous or Vicious Dog in the City must maintain Liability Insurance of no less than \$100,000 for bodily injury or death to any person.
- ❖ 505.01(E) and 505.165 Strict Liability Provisions are only effective if there is an ability to pay for the damages caused.
- ❖ Opponents argue the insurance requirement in 505.20 is an attempt to ban pit bulls through imposing a requirement that can't be satisfied due to insurance industry practices. This is not the case in Ohio. Aware of only one insurance company that factors into insuring decision the breed of the dog.





City Council Action Item
Regular Meeting - September 23, 2019

Submitted by: Alisha Wilson, Clerk
Submitting Department: Clerk

Subject:

Butler County TID Appointments

Legislation Title:

Simple Motion: Motion to re-appoint Dave Butsch and Don Hassler to the Butler County Transportation Improvement District effective October 13, 2019 and expiring October 12, 2021.

Recommendation:

It is recommended that City Council, via simple motion, appoint Don Hassler and Public Works Director David Butsch, to the Butler County Transportation Improvement District for terms of office commencing October 13, 2019 and expiring on October 12, 2021.

Background/Synopsis: The City of Fairfield is represented by two members of the community who serve as members of the Butler County Transportation Improvement District. The terms of office for the two current members, Don Hassler and Public Works Director David Butsch expire effective October 12, 2019 and it is necessary for Council to fill these positions.

Rule Suspension Requested:

Emergency Provision Needed:



City Council Action Item
Regular Meeting - September 23, 2019

Submitted by: Alisha Wilson, Clerk
 Submitting Department: Clerk

Subject:

Carniceria El Camino Liquor Permit

Legislation Title:

Simple Motion: Motion to not request a hearing regarding a liquor permit application in the name of Carniceria El Camino LLC dba Carniceria El Camino, Unit 1, 1st Floor, 5951 Boymel Drive, Fairfield, OH 45014 (Permit Class C1 & C2).

Recommendation:

It is recommended that City Council request, by simple motion, that **no hearing be held** on the liquor permit application in the name of Carniceria El Camino LLC dba Carniceria El Camino, Unit 1, 1st Floor, 5951 Boymel Drive, Fairfield, OH 45014 (Permit Class C1 & C2).

Background/Synopsis: The City of Fairfield is in receipt of an application from the Ohio Division of Liquor Control for a C1 & C2 permit for the above liquor permit applicant. Background checks from the Building and Zoning Division and Police Department are attached for Council and staff's review.

Financial Impact: No financial impact.

Rule Suspension Requested:

Emergency Provision Needed:

Attachments:

1. Carniceria El Camino.LiquorReport
2. Carniceria El Camino.DevSrvReport
3. Carniceria El Camino.PDReport

DEPARTMENTAL CORRESPONDENCE

City
of
Fairfield



TO Steve Maynard, Police Chief
Greg Kathman, Development Services Director

FROM Alisha Wilson, Clerk of Council *AW*

SUBJECT Request for Background Check – Liquor Permit

DATE 9/5/2019

Attached is a liquor permit application in the name of Carniceria El Camino LLC dba Carniceria El Camino, Unit 1, 1st Floor, 5951 Boymel Drive, Fairfield, OH 45014 (Permit Classes: C1 & C2).

Please complete the necessary background check and submit your findings to me **no later than 11:00 AM on Monday, September 16, 2019.**

This item will be added to Council's Regular Meeting agenda of Monday, September 23, 2019.

Thank you for your assistance.

c: Mark Wendling, City Manager
File

Attachment: Carniceria El Camino.LiquorReport (1358 : Carniceria El Camino Liquor Permit)

NOTICE TO LEGISLATIVE
AUTHORITYOHIO DIVISION OF LIQUOR CONTROL
6606 TUSSING ROAD, P.O. BOX 4005
REYNOLDSBURG, OHIO 43068-9005
(614)644-2360 FAX(614)644-3166

TO

1272544		TRFO	CARNICERIA EL CAMINO LLC DBA CARNICERIA EL CAMINO UNIT 1 1ST FL 5951 BOYMEL DR FAIRFIELD OHIO 45014
PERMIT NUMBER		TYPE	
06	01	2018	
ISSUE DATE			
08	28	2019	
FILING DATE			
C1	C2	PERMIT CLASSES	
09	011	A	F22949
TAX DISTRICT		RECEIPT NO.	
FROM 08/30/2019			

1272455			CARNICERIA LA PREFERIDA LLC UNIT 1 1ST FL 5951 BOYMEL DR FAIRFIELD OHIO 45014
PERMIT NUMBER		TYPE	
06	01	2018	
ISSUE DATE			
08	28	2019	
FILING DATE			
C1	C2	PERMIT CLASSES	
09	011		
TAX DISTRICT		RECEIPT NO.	



MAILED 08/30/2019

RESPONSES MUST BE POSTMARKED NO LATER THAN. 09/30/2019

IMPORTANT NOTICEPLEASE COMPLETE AND RETURN THIS FORM TO THE DIVISION OF LIQUOR CONTROL
WHETHER OR NOT THERE IS A REQUEST FOR A HEARING.

REFER TO THIS NUMBER IN ALL INQUIRIES

A TRFO 1272544

(TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

WE REQUEST A HEARING ON THE ADVISABILITY OF ISSUING THE PERMIT AND REQUEST THAT
THE HEARING BE HELD ☐ IN OUR COUNTY SEAT. ☐ IN COLUMBUS.WE DO NOT REQUEST A HEARING. ☐

DID YOU MARK A BOX? IF NOT, THIS WILL BE CONSIDERED A LATE RESPONSE.

PLEASE SIGN BELOW AND MARK THE APPROPRIATE BOX INDICATING YOUR TITLE:

(Signature)

(Title) - ☐ Clerk of County Commissioner

(Date)

☐ Clerk of City Council☐ Township Fiscal OfficerCLERK OF FAIRFIELD CITY COUNCIL
5350 PLEASANT AV
FAIRFIELD OHIO 45014

Commerce Division of Liquor Control : Web Database Search

OWNERSHIP DISCLOSURE INFORMATION

This online service will allow you to obtain ownership disclosure information for issued and pending retail liquor permit entities within the State of Ohio.

Searching Instructions

Enter the known information and click the "Search" button. **For best results, search only ONE criteria at a time.** If you try to put too much information and it does not match exactly, the search will return a message "No records to display".

The information is sorted based on the Permit Number in ascending order.

To do another search, click the "Reset" button.

	SEARCH CRITERIA
Permit Number	1272544
Permit Name / DBA	
Member / Officer Name	

[Search](#)[Reset](#)[Main Menu](#)

Member/Officer Name	Shares/Interest	Office Held
Permit Number: 1272544; Name: CARNICERIA EL CAMINO LLC; DBA: DBA CARNICERIA EL CAMINO UNIT 1 1ST FL; Address: 5951 BOYMEL DR FAIRFIELD 45014		
SERENELLA FREIRE	MANAGE MEM	

- [Ohio.Gov](#)
- [Ohio Department of Commerce](#)

[Commerce Home](#) | [Press Room](#) | [CPI Policy](#) | [Privacy Statement](#) | [Public Records Request Policy](#) | [Disclaimer](#) | [Employment](#) | [Contacts](#)

Attachment: Carniceria El Camino.LiquorReport (1358 : Carniceria El Camino Liquor Permit)

**DEPARTMENTAL
CORRESPONDENCE****City
of
Fairfield**TO Alisha Wilson, Clerk of CouncilFROM Greg Kathman, Development Services Director SUBJECT Liquor Permit ApplicationDATE 9/10/19

The business at 5951 Boymel Drive in the name of Carniceria El Camino LLC and doing business as Carniceria El Camino, Unit 1, 1st Floor is in the C-3, General Business District and a retail store is a permitted use within the C-3 zoning district. The consumption of alcohol on-site would require a Conditional Use Permit from the Planning Commission.

Attachment: Carniceria El Camino.DevSrvReport (1358 : Carniceria El Camino Liquor Permit)

5951 BOYMEL DR



Attachment: Carniceria El Camino.DevSrvReport (1358 : Carniceria El Camino Liquor Permit)

NAME OF ESTABLISHMENT Carniceria El Camino LLC

ADDRESS DBA Carniceria El Camino

5951 Boymel, Unit 1

Fairfield, OH 45014

- | | YES | NO |
|---|--------------------------|-------------------------------------|
| 1. Is there a conviction record of the applicant, any partner, member, officer director, manager or any shareholder owning 5% or more of the capital stock, for felonies or other crimes relating to his ability to operate a liquor establishment? | ☐ | ☒ |
| 2. Is there a prior unfavorable enforcement record of applicant and/or operation in disregard for laws, regulations or local ordinances? | ☐ | ☒ |
| 3. Is there misrepresentation of material fact by applicant in making application to the Department? | ☐ | ☒ |
| 4. Is there an inability of law enforcement authorities and of authorized agents of the Department to gain ready entrance to the permit premise; or location of permit premise at such distance from the road or street as to be isolated from police or other observation? | ☐ | ☒ |
| 5. Will the place substantially and adversely interfere with the public decency, sobriety, peace, or good order of the neighborhood in which it is located? | ☐ | ☒ |
| 6. Will the place substantially and adversely interfere with the normal orderly conduct of a church, library, public playground, school or township park? | ☐ | ☒ |
| 7. Will the granting or transferring of a permit substantially interfere with the morals, safety, or welfare of the public? | ☐ | ☒ |
| 8. Will there be adverse effects of saturation of the area in relation to the number of existing permits, and will there be any adverse conditions in the area? | ☐ | ☒ |

REMARKS:


Stephen B. Maynard
Chief of Police

HEARING REQUESTED: Yes ☐ No ☒

Date: September 16, 2019

Attachment: Carniceria El Camino.PDReport (1358 : Carniceria El Camino Liquor Permit)



City Council Action Item
Regular Meeting - September 23, 2019

Submitted by: Don Bennett,
Submitting Department: Fire

Subject:

Contract with Medicount Management Inc.

Legislation Title:

Ordinance to authorize the City Manager to enter into a contract with Medicount Management, Inc. to provide EMS Billing Services to the City of Fairfield and declaring an emergency.

Recommendation:

This is a renewal of the existing contract with Medicount Management Inc. Medicount Management is the agency that handles the EMS billings services for the Fire Department. The renewal is primarily a housekeeping matter which allows Medicount to accept credit card payments on behalf of the City, provides billing opportunities for treatment and non-transport of patients, and a reduction of the rate charged for these services of .5%. The annual rate was reduced from 7% to 6.5%. This contract is subject to an automatic renewal each year hereafter.

Rule Suspension Requested:

Emergency Provision Needed:

Attachments:

1. Medicount Contract 2019
2. Medicount Management-Ord

CLIENT SERVICES AGREEMENT

P P

This Agreement is made and entered into as of the ____ day of ____, 2019 by and between Medicount Management, Inc. ("Medicount") and **CITY OF FAIRFIELD, BUTLER COUNTY, OHIO** ("EMS Agency").

WHEREAS, EMS Agency provides emergency medical services ("EMS Services"); and

WHEREAS, EMS Agency desires to retain Medicount to provide billing services for such EMS Services according to the terms and conditions contained in this Agreement.

NOW, THEREFORE, it is agreed between the parties as follows:

1. **Billing Services.** Subject to the terms and conditions of this Agreement, EMS Agency hereby appoints Medicount as its exclusive billing agent for EMS Services. As the billing agent, Medicount will provide all billing services on behalf of EMS Agency for the EMS Services and will manage the accounts receivable for the EMS Services (collectively, the "Billing Services"). Such Billing Services shall include those services described in Exhibit A attached hereto, as the same may be modified from time to time.
2. **EMS Agency Obligations.** EMS Agency will use Medicount as its exclusive billing agent. To facilitate the performance of the Billing Services, EMS Agency shall cooperate with Medicount and will, at a minimum fulfill the obligations outlined in Exhibit B attached hereto, as the same may be modified from time to time.
3. **Compensation.**
 - a. In exchange for the provision of the Billing Services, Medicount shall receive (i) a base rate fee equal to 7.00% of the gross amount collected by Medicount and/or EMS Agency for the EMS Services, (less refunds or "take-backs"), but not including any deductions incurred by Medicount or EMS Agency for expenses and/or processing fees in collecting the monies owed for the EMS Services, plus (ii) any additional fees set forth herein or in any exhibit or addenda attached hereto (collectively, the "Medicount Compensation").
 - b. EMS Agency will also be responsible for any third party costs incurred by Medicount in performing the Billing Services under this Agreement including, but not limited to (i) any fees or charges assessed by governmental agencies or insurance agencies for required provider numbers, licensing, certification, and recertification applications; (ii) any dramatic increases in

US Postal rates and/or shipment rates; (iii) any ePCR billing software or hardware used by EMS Agency which is charged to or paid by Medicount;(the “Third Party Costs”). Notwithstanding the preceding, Medicount will provide to EMS Agency with written notice of any known increases in any Third-Party Costs at least thirty days (30) days before such additional costs being assessed under this agreement. Such Third-Party Costs shall be invoiced by Medicount to EMS Agency monthly as the costs are incurred.

- c. Treat Non-Transport/Non-Transport calls are responses that:
 - i. Once the EMS Service arrives on the scene, determines no transport is required
 - ii. Patient refuses treatment and transport
 - iii. Patient receives treatment (usually vitals only) and refuses transport

Most are considered Non-Covered Services for the majority of health insurance providers and are only billable to the patient. These “Patient Bills” will be billed at a flat rate of \$15.00 per call if your municipality chooses to bill for the service, regardless of your charge amount and the amount collected.

- d. Collections: gross revenue includes any payments on accounts sent to collection.

4. Collection of Funds.

- a. Medicount will process all payments received by it from patients, third party payers or other billed parties for EMS Services. Medicount will remit such funds to the EMS Agency according to the terms and conditions of this Agreement. EMS Agency hereby acknowledges that it may, from time to time, receive payments directly from insurance companies, billed parties and governmental agencies for EMS Services. EMS Agency shall keep records as to all payments received and shall immediately forward payments to Medicount for processing.
- b. Medicare and Medicaid will remit all payments directly to the EMS Agency daily without any deduction for costs or expenses. Unless EMS Agency has elected to use a lock box to facilitate its receipt of payments, EMS Agency acknowledges that Medicount may receive all remaining funds for EMS Services. Such funds will be remitted to EMS Agency monthly by U.S. mail no later than the 28th day of each calendar month based upon funds received by Medicount or EMS Agency through the end of the preceding month.

Medicount will invoice the EMS Agency monthly for all costs or fees owed by the EMS Agency to Medicount for the services, software or other fees due hereunder.

- c. Credit Cards: EMS Agency authorizes Medicount to accept credit card payments for the EMS Services. A credit card processing fee will be assessed to the patient and insurance provider, as applicable. All credit card payments less the credit card processing fee will be made directly to Medicount's credit card depository account and shall be remitted to EMS Agency as set forth herein. The credit cards accepted by Medicount include: MasterCard, Visa, Discover and American Express. Medicount will accept no other credit cards.

5. Reporting.

Medicount will provide EMS Agency with commercially reasonable access via the Internet to review standard billing reports. Additional reports on an ad hoc basis will be provided to EMS Agency as requested at no additional cost unless the reports requested are out of the normal course of the EMS billing business.

6. Security.

- a. The parties hereby acknowledge that certain of the information provided by EMS Agency to Medicount may contain Protected Health Information ("PHI") defined under the Health Insurance Portability and Accountability Act ("HIPAA") and the Health Information Technology for Clinical Health Act (the "HITECH Act"). In providing the Billing Services, Medicount is acting as a Business Associate as defined under HIPAA. Accordingly, Medicount shall be subject to and shall execute the Business Associate Addendum attached hereto as Exhibit "C."
- b. EMS Agency acknowledges that it shall be responsible for the maintenance of all PHI maintained and stored by EMS Agency. To the extent that Medicount provides any collection devices to assist in the facilitation of the Billing Services hereunder, EMS Agency shall be responsible for all activity of its users. EMS Agency shall immediately notify Medicount and use its best efforts to cease any of the following events: (i) any unauthorized use of any password or account or a known or suspected breach of security; (ii) any copying or distribution of any PHI; (iii) any use of false identity information to gain access to any of the Billing Services; or (iv) any loss or theft of any hardware device on which a user has access to PHI and/or any other information relevant to the Billing Services (collectively a "Security Breach Event"). If any Security Breach Event involves PHI and other personally identifiable information, EMS

Agency shall comply with all applicable notification requirements including, but not limited to the breach notification requirements under the HITECH Act and any notification requirements.

To the extent that any patient requests and requires any identity theft protection in connection with the disclosure of any PHI or personally identifiable information as the result of any Security Breach Event, EMS Agency shall be responsible for any and all costs related to such protection.

7. Upon any termination of this Agreement, Medicount shall return to EMS Agency all records about the Billing Services including, but not limited to, all patient information, monthly summaries, quarterly summaries, insurance information, insurance provider numbers, and any other records about the Billing Services. Such records shall be maintained and archived for the minimum period established by law.
8. **Exclusionary Rule Warranty.** EMS Agency hereby acknowledges that the Office of Inspector General (“OIG”) has developed the “Exclusionary Rule” which prohibits payment by Federal health care programs for items or services furnished by persons who have been excluded from participation in Federal health care programs. In connection with such Exclusionary Rule, OIG has developed a List of Excluded Individuals/Entities (“LEIE”) that provides information to the health care industry, patients and the public regarding individuals and entities currently excluded from participation in Medicare, Medicaid, and all other Federal health care programs. EMS Agency hereby represents and warrants that (a) it has checked the LEIE to confirm that none of its employees and/or agents are included on such list or are otherwise prohibited from participating in Federal health care programs; (b) it will check the LEIE every six (6) months to confirm that none of its employees and/or agents have been added to such list or are otherwise prohibited from participating in Federal health care programs; and (c) it will check the LEIE prior to hiring any new employee to confirm that such candidate is not identified on such list or is otherwise prohibited from participating in Federal health care programs.
9. **Term.** This Agreement shall commence upon the date first written above and shall continue for a period of **Four (4) years (the “Term Commencement Date”)**. Thereafter, this Agreement shall automatically renew each year after that unless either party provides written notice one hundred eighty (180) days before the then applicable renewal date that such party does not desire to renew the contract for another term. This Agreement may also be terminated upon a material breach by either party under this Agreement if such breaching party fails to cure such default within ten (10) days of written notice of such default if such default is the non-payment of fees or sixty (60) days of written notice of default for any other material default.

10. **Effect of Termination.** Upon any termination of this Agreement or its expiration, the parties hereby agree to the following terms and provisions:

- a. Medicount may elect to continue to perform the Billing Services at the then-current rates for a period of one hundred eighty (180) days after the effective date termination or expiration (the "Wind Down Period") for all of EMS Agency's accounts receivable relating to the EMS Services rendered prior to the termination date ("Existing Accounts Receivable").
- b. EMS Agency expressly agrees to cooperate and assist Medicount with its performance during the "Wind Down Period" and will timely report, or cause to be reported, all payments received by EMS Agency related to the Existing Account Receivable.
- c. Upon the expiration of the Wind Down Period, Medicount shall prepare a final accounting of all monies received by it or EMS Agency for EMS Services and Existing Accounts Receivable and shall invoice EMS Agency for any fees or monies due to Medicount.
- d. Except for the preceding or for such other matters as the parties may agree in writing, Medicount shall have no further obligation to provide any Billing Services to EMS Agency. EMS Agency may negotiate with Medicount for additional transitional services or the provision of additional data after the date of termination at EMS Agency's expense.

11. **Intellectual Property Protection.** EMS Agency hereby acknowledges that in connection with this Agreement, EMS Agency may have access to certain business methods, software, and processes used by Medicount in connection with the performance of the Billing Services hereunder (the "Proprietary Information"). Such Proprietary Information is confidential to Medicount. EMS Agency hereby acknowledges that Medicount owns all rights, title, and interest in such Proprietary Information. If EMS Agency is ever held or deemed to be the owner of the Proprietary Information, EMS Agency hereby irrevocably assigns to Medicount all such rights, title and interest and agrees to execute all documents necessary to implement and confirm the intent of this Section. EMS Agency shall keep all Proprietary Information confidential and further agrees not to use or disclose any Proprietary Information except as permitted hereunder.

12. **Limitation on Liability.** Medicount shall defend, indemnify and hold EMS Agency harmless from all claims arising out of or related to the performance of Medicount of its services under this Agreement except to the extent such claims result from the negligence or unintentional conduct of the EMS Agency.

13. **Contractor Relationship.** Medicount is acting as an independent contractor for EMS Agency, and it is not nor shall it act as, an employee of EMS Agency. Nothing in this Agreement shall be construed to create any partnership between the parties.

14. **Notice.** Any notice given under this Agreement shall be in writing and delivered to the other party by certified, registered or express mail, return receipt requested or by Federal Express to the address set forth by each party's signature. Either Party may change the address to which notice or payment is to be sent by written notice to the other.

15. **Miscellaneous.**

- a. **Entire Agreement.** This Agreement, including any exhibits, states the entire agreement between the parties concerning the subject matter hereof and supersedes any and all prior written and verbal understanding of the parties concerning it. Any amendments or changes to this Agreement must be in writing and executed by both parties hereto.
- b. **Governing Law.** This Section shall be deemed governed by and construed in accordance with the laws of the State of Ohio without reference to any conflict of law provisions. The parties further agree that any dispute arising out of or related to this Agreement shall be resolved in the state or federal courts located in Butler County, Ohio and EMS Agency expressly consents to jurisdiction therein.
- c. **Assignment.** This Agreement may not be assigned by EMS Agency in whole or in part without the express written consent of Medicount. Medicount may assign this Agreement to any purchaser of the assets of Medicount.
- d. **Severability.** Should any provision of this Agreement be held to be void, invalid, or inoperative, the remaining provisions of this Agreement shall not be affected and shall be continued in effect as though such provisions were deleted.

IN WITNESS, OF WHICH, the parties executed this Agreement as of the date first set forth above.

**EMS AGENCY:
CITY OF FAIRFIELD**

By: _____ ☒

Print Name: _____ ☒

Title: _____ ☒

Date: _____ ☒

Address:

MEDICOUNT MANAGEMENT, INC.

By: _____

Print Name: Joseph A. Newcomb

Print Title: President

Date: _____

Address: 10361 Spartan Drive

Cincinnati, OH 45215

Attachment: Medicount Contract 2019 (1355 : Contract with Medicount Management Inc.)

EXHIBIT "A."

BILLING SERVICES TO BE PROVIDED BY MEDICOUNT**1. Responsibilities of Medicount.**

- a. Medicount will assist EMS Agency, as necessary, to complete and submit credentialing applications to Medicare, Medicaid, and any third-party payer for the group and individual provider numbers when required for billing purposes.
- b. Medicount will review the billing policies of EMS Agency and assist with the development of insurance billing policies and procedures by insurance regulations and standards and otherwise advise EMS Agency of any material changes in third party rules and regulations.
- c. Medicount will, if required, develop and maintain electronic data interfaces directly with EMS Agency's hospital service sites (to the extent permitted by such sites) to collect patient demographic data. EMS Agency will use its best efforts to cooperate with and otherwise assist Medicount in the development and maintenance of such interfaces including, but not limited to communicating directly with hospital information system staff, administration, and other staff members to authorize and otherwise enable the system.
- d. Medicount will provide basic training to EMS Agency for management personnel. Additional follow up training may be provided by Medicount from time to time as mutually agreed by Medicount and EMS Agency.
- e. Medicount will process all patient encounter information submitted by EMS Agency promptly and will code for diagnosis using CPT-4, HCPCS, and ICD-9 and ICD-10 CM coding schemes. Medicount will then bill for all EMS Services within the guidelines established by EMS Agency and the insurance or third party payer to whom the claim is being submitted.
- f. Medicount will use its commercially reasonable efforts to accurately enter all procedural and demographic data necessary for patient and third party billing into its billing system; provided, however, that EMS Agency shall remain responsible for providing accurate and complete information to Medicount.
- g. Medicount will submit claims using the most effective means available for each payer. Electronic claims will be used to the extent they are available and when mandated.

- h. Medicount will communicate with patients and third party payers on a regular monthly cycle according to EMS Agency guidelines. Up to three attempts will be made to communicate with patients where inadequate information exists to bill for the EMS Services. Medicount may use an automatic dialing system to obtain missing insurance information and other relevant information needed to process the billing claim for the EMS Agency. Medicount shall exercise its sole discretion as to the form and substance of any the automatic dialing system dialogue and any other statements and demand letters.
 - i. Medicount will provide toll-free phone lines and customer staff to respond to patient inquiries and otherwise assist patients with copayments, insurance claims, and other related matters.
 - j. Medicount will correspond with third party payers to resolve any coding misinterpretations or other concerns that may arise in the processing and settlement of a claim and otherwise remain current on payer's standards for claim information requirements.
 - k. Medicount will process all payments from insurance carriers, billed parties, and governmental agencies.
 - l. Medicount will provide advice to Client during the term of this Agreement on topics such as how to establish public awareness programs about the billing process, establishing rates, payer participation, and other topics as mutually agreed.
 - m. Medicount will undergo a SSAE 16 Audit annually and provide the results to EMS Agency upon request.
 - n. Medicount will conduct all billing in accordance with applicable federal and state laws, rules and regulations, insurance regulations and standards and EMS Agency's policy.
 - o. Medicount uses ChartSwap for all attorney requests for run reports and copies of patient bills.
2. **Amendment of Exhibit.** This Exhibit A may be amended by the parties from time to time upon mutual written agreement.

EXHIBIT "B."
RESPONSIBILITIES OF EMS AGENCY

1. Responsibilities of EMS Agency.

- a. EMS Agency will identify one administrative and one clinical representative to whom Medicount may address all matters related to the Billing Services under this Agreement. Such representatives will have the power to bind EMS Agency and will timely respond to questions and additional document requests of Medicount.
- b. EMS Agency will establish and enforce written billing policies and procedures for the Billing Services that will serve as the foundation of a Compliance Program for the Billing Services. These billing policies and procedures will be developed and amended, as needed, in concert with Medicount's compliance staff and compliance plan.
- c. Client represents and warrants that all information provided to Medicount shall be accurate and complete. Medicount shall have no obligation to verify the accuracy of such information, and Client shall be solely responsible for such accuracy.
- d. EMS Agency will provide Medicount with all information and otherwise complete and obtain signatures on all documents, charts, or other information needed to enable Medicount to submit claims on behalf of EMS Agency properly. EMS Agency hereby represents and warrants that it will obtain, at a minimum, the following required information if applicable and forms and further confirms that Medicount may rely upon the existence of patient signatures or other authorizations thereon where applicable:
 - i. Patient's complete name, address, phone number, social security number (if available), date of birth, and gender;
 - ii. Information pertaining to the EMS run including, but not limited to the nature of the call, location, zip code of incident location, squad assessment, treatment and narrative, crew member identifiers and level of training, receiving hospital and transport mileage;
 - iii. Insurance information including Patient's primary and secondary insurance, payer(s)' address(es), group, and guarantor identification number, and primary insured's name, social security number, relationship to patient, address, date of birth, and gender; if available.

- iv. Assignment of Benefits Form (AOB);
 - v. Medical information releases;
 - vi. Advance Beneficiary Notice of Noncoverage (ABN);
 - vii. Physician's Certification Statement (PCS); and
 - viii. Physician signatures on medical charts or other medical documents.
- e. EMS Agency providers will use their best efforts to identify the diagnosis or medical condition that supports the medical necessity of a patient's services if one exists. Medicount shall not be responsible for claim denials, partial payments or payment reductions resulting from EMS Services that are not deemed to be "medically necessary" by third party payers.
 - f. EMS Agency will assist Medicount in resolving issues and otherwise facilitating the exchange of information between Medicount and any hospitals, labs or other institutions necessary for the submission of claims.
 - g. EMS Agency will timely provide any information requested by any patients or third party payers.
 - h. When applicable, EMS Agency will timely issue refunds of overpayment to patients or payers.
 - i. Prior to, or contemporaneously with this execution of this Agreement, EMS Agency will provide to Medicount all required information to enable Medicount to establish payment processing with Medicare, Medicaid, insurance companies and third party payers, including any provider numbers which have been issued to EMS Agency, copies of EMS Agency's certifications, copies of any applicable driver's licenses and licensed EMS vehicle titles, licensures from the State Department of Health, any provider applications which have been completed or are currently in process by any provider and any other information necessary for credentialing.
 - j. EMS Agency will assist Medicount with EMS Agency's Medicare and Medicaid applications and revalidations when they occur and will promptly forward all correspondence from Medicare, Medicaid, insurance companies, and other third party payors to Medicount. EMS Agency will identify an "Authorized Official" to execute such documents necessary to comply with payor's requirements, coordinate collection efforts, correspond directly with Medicount, communicate the results of any audit, and execute such documents or instruments requested by Medicount as necessary to submit invoices and negotiate payments. EMS Agency will provide Medicount with timely notice of any new payment

contracts, HMO or PPO relationships or other contracts so that Medicount may accommodate changes as necessary.

- k. EMS Agency will provide Medicount with copies of all payments received directly by EMS Agency from any insurance carrier, patients or any third parties and submit a copy of the payment or other correspondence on a TIMELY basis;
- l. EMS Agency will pay the Medicount Compensation and any other fees detailed herein.
- m. EMS Agency shall provide Medicount with at least thirty (30) days advance written notice of any changes to any EMS Services and any applicable BLS, ALS, ALS2 and mileage rate changes. No rate change shall be applicable until EMS Agency has received written notice from Medicount acknowledging the rate change notice. Upon such rate change, EMS Agency must monitor relevant Medicount reports to confirm the rate changes have been implemented. Medicount shall not be responsible for any losses, delays in payment, or any lost revenue resulting from EMS Agency's failure to follow these policies.
- n. EMS Agency agrees to abide by Medicount established Patient Hardship Policy (Exhibit D) unless EMS Agency has their written policy which Medicount will follow.
- o. EMS Agency shall review and audit Medicount's billing reports each month to verify the accuracy thereof including but not limited to the number of runs and mileage submitted to Medicount, information sufficient to determine ALS and BLS coding, and all any other information submitted to Medicount for billing purposes. EMS Agency shall promptly report any errors to Medicount, but in any event no later than ninety (90) days following the submission of the run to Medicount by the EMS Agency. In addition, EMS Agency shall reconcile their bank accounts that receive EMS payments monthly with reports made available to the EMS Agency through Medicount's Customer Portal. To the extent it is able, Medicount shall submit or resubmit any paperwork necessary to correct such errors. If EMS Agency fails to identify and notify Medicount of any errors within such ninety (90) day period, EMS Agency waives any claim it may have against Medicount as to such errors.
- p. EMS Agency shall review and audit its bank statement each month to verify all deposits received by EMS Agency from all sources related to the EMS billing services provided by Medicount and to reconcile such deposits with the end of the month statements/reports provided by Medicount to EMS Agency. EMS

Agency shall promptly report any discrepancy and deposit that is not reflected on Medicount's statement so that a proper accounting can be made and the appropriate patient account credited. Such notice shall be provided in writing within thirty (30) days of the bank statement date.

- q. EMS Agency shall use Medicount's WRITE OFF POLICY (Exhibit E) unless Medicount has received and acknowledged receipt of EMS Agency's Write Off Policy.
 - r. EMS Agency will allow Medicount full access to their ePCR software so that if any issues arise Medicount can assist in solving those issues,
2. **Amendment of Exhibit.** This Exhibit B may be amended by the parties from time to time upon mutual written agreement.

EXHIBIT C **Business Associate Addendum**

This Addendum is effective on __ day of _____ 2019, and is made part of the Agreement by and between **CITY OF FAIRFIELD, BUTLER COUNTY, OHIO** ("EMS Agency") and **MEDICOUNT MANAGEMENT, INC.** ("Business Associate").

1. **Definitions.** Capitalized terms not otherwise defined in the Agreement shall have the meanings given to them in the Security, Breach Notification, and Enforcement Rules (the "HIPAA Rules") as contained in Title 45, Parts 160 and 164 of the Code of Federal Regulations ("CFR") and are incorporated herein by reference.
2. **Prohibition on Unauthorized Use or Disclosure of Protected Health Information.** Business Associate acknowledges that any PHI provided to Business Associate by EMS Agency or any PHI created, maintained or transmitted by Business Associate or any authorized subcontractor or agent in connection with providing services to, or on behalf of EMS Agency, shall be subject to this Addendum. Business Associate shall not use or disclose any Protected Health Information ("PHI") it receives, creates, maintains or transmits, except as permitted or required by the Agreement or as otherwise required by law or authorized in writing by EMS Agency, and then only if such use or disclosure would not violate the Privacy Rule if used or disclosed by EMS Agency. Business Associate shall comply with: (a) the HIPAA Rules as if Business Associate were a Covered Provider under such rules; (b) State laws, rules and regulations that apply to PHI and that are not preempted by the HIPAA Rules or the Employee Retirement Income Security Act of 1974 ("ERISA") as amended; and (c) EMS Agency's Health Information Privacy and Security Policies and Procedures.
3. **Use and Disclosure of Protected Health Information.** Except as otherwise permitted herein, Business Associate shall use and disclose PHI only to the extent necessary to satisfy Business Associate's obligations under the Agreement or as required by law.
4. **Business Associate's Operations.** Business Associate also may use PHI it creates or receives for or from EMS Agency to the extent necessary for Business Associate's proper management and administration or to carry out Business Associate's legal responsibilities under the Agreement and hereunder. Business Associate may disclose PHI as necessary for such purposes only if:
 - (a) Law requires the disclosure; or
 - (b) Business Associate obtains reasonable assurance, evidenced by a written contract, from any person or organization to which Business Associate will

disclose PHI that such person or organization agrees to abide by the terms and conditions of this Addendum and specifically to:

- (i) Hold such PHI in confidence and use or further disclose it only for the purpose for which Business Associate disclosed it to the person or organization or as required by law; and
 - (ii) Notify Business Associate (who shall in turn promptly notify EMS Agency) of any instance of which the person or organization becomes aware in which the confidentiality of such PHI was breached.
- 5. **Data Aggregation Services.** Business Associate may use PHI to provide Data Aggregation Services related to EMS Agency's emergency medical services. Notwithstanding the preceding, Business Associate hereby acknowledges that Business Associate may not sell any PHI except as otherwise permitted under the HIPAA Rules.
- 6. **PHI Safeguards.** Business Associate shall develop, implement, maintain, and use appropriate administrative, technical, and physical safeguards to prevent the improper use or disclosure of any PHI received from or on behalf of EMS Agency.
- 7. **Electronic Health Information Security and Integrity.** Business Associate shall develop, implement, maintain and use appropriate administrative, technical and physical security measures and safeguards in compliance with the HIPAA Rules and other applicable laws and regulations to preserve the integrity and confidentiality of all electronically maintained or transmitted PHI Business Associates creates, maintains, transmits and/or receives from or on behalf of EMS Agency pertaining to an Individual. Business Associate shall document and keep these security measures current.
- 8. **Subcontractors and Agents.** Business Associate shall require each of its subcontractors or agents to whom Business Associate may provide PHI or Health Information received from or on behalf of EMS Agency or who otherwise create, receive, maintain, or transmit PHI on behalf of Business Associate to agree to the same restrictions, conditions and requirements to protect such PHI as are imposed on Business Associate by this Addendum.
- 9. **Access to PHI by Individuals.** Business Associate agrees to provide access, at the request of EMS Agency and during normal business hours, to PHI in a Designated Record Set to EMS Agency or, as directed by EMS Agency, to an Individual or an Individual's designee in order to meet the requirements of Section 164.524 of the CFR provided that EMS Agency delivers to Business Associate a written notice at least five (5) business days in advance of requesting such access. Subject to such notice

requirements, Business Associate shall permit an Individual or an Individual's designee to inspect and copy PHI in Business Associate's custody or control that pertains to such Individual. Business Associate shall establish procedures providing for such access to the PHI maintained by Business Associate in Designated Record Sets in the time and manner designated by EMS Agency to enable EMS Agency to fulfill its obligations under the HIPAA Rules. Business Associate shall produce PHI in electronic format if individual requests such PHI to be delivered in such format and the PHI is readily producible in such format.

10. **Accounting to EMS Agency and Government Agencies.** Unless otherwise protected or prohibited from discovery or disclosure by law, Business Associate shall make its internal practices, books and records relating to the use and disclosure of PHI received from or on behalf of EMS Agency or created, maintained, or transmitted by Business Associate available to EMS Agency and to the Secretary or its designee for the purpose of providing an accounting of disclosures to an Individual or the Individual's designee or determining Business Associate's compliance with the HIPAA Rules. Business Associate shall have a reasonable time within which to comply with a request for such access and in no case shall access be required in less than five (5) business days after Business Associate's receipt of such request unless otherwise designated by the Secretary.
11. **Accounting to Individuals.** Business Associate agrees to maintain necessary and sufficient documentation of disclosures of PHI as would be required for EMS Agency to respond to a request by an Individual for an accounting of such disclosures in accordance with 45 CFR Section 164.528. Upon the request of EMS Agency, Business Associate shall provide to EMS Agency documentation made by this Agreement to permit EMS Agency to respond to a request by an individual for an accounting of disclosures of PHI in accordance with Title 45, Part 164, Section 164.528 of the HIPAA Rules. Business Associate shall have a reasonable time within which to comply with such a request from EMS Agency and in no case shall Business Associate be required to provide such documentation in less than five (5) business days after Business Associate's receipt of such request. Except as provided for in this Agreement, if Business Associate receives a request for access to PHI, an amendment of PHI, an accounting of disclosure, or other similar requests directly from an Individual, Business Associate will redirect the individual to the EMS Agency.
12. **Correction of Health Information/ Restriction on Disclosure.** Business Associate shall, upon receipt of notice from EMS Agency, promptly amend or correct PHI received from or on behalf of EMS Agency. Business Associate shall promptly identify and provide notice of the amendment to all agents or subcontractors who create, maintain, or rely on the PHI that is the subject of the amendment. Business Associate further agrees to comply with any restrictions on the disclosure of an Individual's PHI subject to the applicable limits under the HIPAA Rules.

13. **Minimum Necessary Determination.** Business Associate shall use its professional judgment to determine the minimum amount and type of PHI necessary to perform its obligations under the Agreement. Business Associate represents that it will only request the minimum necessary PHI to perform its obligations under the Agreement. Business Associate acknowledges that EMS Agency will rely on its determination for compliance with the minimum necessary standards under Title 45, Parts 160 and 164 of the CFR.
14. **Reporting.** Business Associate shall report to EMS Agency any use or disclosure of PHI not provided for by the Agreement of which it becomes aware including breaches of unsecured PHI and any security incident of which it becomes aware. Business Associate shall make the report to EMS Agency's Privacy Official not more than 10 business days after Business Associate learns of such unauthorized use or disclosure or security incident. Business Associate's report shall at least: (a) identify the nature of the unauthorized use or disclosure; (b) identify the PHI used or disclosed; (c) identify who made the unauthorized use or received the unauthorized disclosure; (d) identify what Business Associate has done or will do to mitigate any deleterious effect of the unauthorized use or disclosure; (e) identify what corrective action Business Associate has taken or shall take to prevent future similar unauthorized use or disclosure; and (f) provide such other information, including a written report, as reasonably requested by EMS Agency's Privacy Official.
15. **Obligations of EMS Agency.**
- (a) EMS Agency shall notify Business Associate of any limitations in the privacy practices of EMS Agency under 45 CFR Section 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
 - (b) EMS Agency shall notify Business Associate of any changes in, or revocation of, the permission by an Individual to use or disclose his or her PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI;
 - (c) EMS Agency shall notify Business Associate of any restriction on the use or disclosure of PHI that EMS Agency has agreed to, or is required to abide by, under 45 CFR Section 162.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
16. **Right to Terminate for Breach.** Notwithstanding any other provision of the Agreement, EMS Agency shall have the right to terminate the Agreement if it determines, in its sole discretion, that Business Associate has violated a material term of this Addendum or any provision of Title 45, Parts 160 and 164 of the CFR. EMS Agency may exercise this

right by providing written notice to Business Associate of termination, with such notice stating the violation that provides the basis for the termination. Any such termination shall be effective immediately or at such other date specified by EMS Agency in such notice.

17. **Return or Destruction of Health Information.** Upon termination, cancellation, expiration or another conclusion of the Agreement, Business Associate, concerning PHI receipt from EMS Agency, or created, maintained or received by Business Associate on behalf of EMS Agency, shall:

- (a) Retain only that PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibility.
- (b) Return to EMS Agency, or, if agreed to by EMS Agency, destroy, the remaining PHI that the Business Associate still maintains in any form;
- (c) Continue to use appropriate safeguards and comply with HIPAA regulations with respect to electronic protected health information to prevent use or disclosure of the PHI other than as provided for in this Section, for as long as Business Associate retains the PHI;
- (d) Not use or disclose the PHI retained by Business Associate other than for the purposes for which such PHI was retained and subject to the same conditions set out herein which applied before termination;
- (e) Return to EMS Agency the PHI retained by Business Associate when Business Associate no longer needs it for its proper management and administration or to carry out its legal responsibilities; and
- (f) Transmit the PHI to another Business Associate of EMS Agency at termination as requested by EMS Agency.

18. **Continuing Obligations.** Business Associate's obligation to protect PHI received from or on behalf of EMS Agency shall be continuous and shall survive any termination, cancellation, expiration or other conclusion of the Agreement.

19. **Automatic Amendment.** Upon the effective date of any amendment to the HIPAA Rules, the Agreement shall automatically be amended such that the obligations imposed on Business Associate as a Business Associate remains in compliance with such regulations.

IN WITNESS, WHEREOF, each of the undersigned has caused this Addendum to be duly executed in its name and on its behalf, effective as of this date as indicated above.

**EMS AGENCY:
CITY OF FAIRFIELD**

By: _____ ☐

Print Name: _____ ☐

Title: _____ ☐

Date: _____ ☐

**BUSINESS ASSOCIATE:
MEDICOUNT MANAGEMENT, INC.**

By: _____

Print Name: Joseph A. Newcomb

Print Title: President

Date: _____

Attachment: Medicount Contract 2019 (1355 : Contract with Medicount Management Inc.)

EXHIBIT D

PATIENT HARDSHIP POLICY (if applicable)

To establish a billing policy that allows waiving of ambulance transport fees based on established Department of Health and Human Services Poverty Guidelines, and to abide by decisions made by the United States Department of Health and Human Services, Centers for Medicare & Medicaid Services, and the Office of Inspector General (OIG).

SCOPE:

This policy pertains to all individuals transported by clients of Medicount Management, Inc.

PROCEDURE:

1. Patients who are unable to pay their co-pays or deductibles, or who are uninsured and unable to make payments, may request a financial hardship review of their transport fee. Patients, or their designee, must complete an "EMS Hardship Waiver Form" (see attached). The form is available on Medicount Management, Inc.'s website or can be requested by contacting a representative at Medicount Management, Inc. at 513-612-3387.
2. Documentation needed for consideration of the request is to include:
 - a. W-2 Withholding Statements or unemployment check stubs for the past 90 days
 - b. Paycheck stubs for the past 90 days for all persons employed in the home
 - c. Income Tax Return (most recent; signed)
 - d. Any other information the patient submits as proof

Other circumstances that indicate financial hardship (Proof needs to be submitted for consideration):

- Bankruptcy settlement
 - Catastrophic situations (Death or disability in family; divorce)
3. The waiver application will be forwarded to the patient or patient's representative for review and decision. The final resolution will be noted on the form and in the patient's account. Once reviewed, a letter will be sent to the patient with the determination.

ORDINANCE NO. _____

ORDINANCE TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A CONTRACT WITH MEDICOUNT MANAGEMENT, INC. TO PROVIDE EMS BILLING SERVICES TO THE CITY OF FAIRFIELD AND DECLARING AN EMERGENCY.

BE IT ORDAINED by the Council of the City of Fairfield, Ohio, that:

Section 1. The City Manager is hereby authorized to enter into a contract with Medicount Management, Inc. to provide EMS billing services to the City of Fairfield in accordance with the agreement on file in the office of the City Manager.

Section 2. This Ordinance is hereby declared to be an emergency measure necessary for the urgent benefit and protection of the City and its inhabitants for the reason that service be provided on a continuing basis without interruption; wherefore, this ordinance shall take effect immediately upon its passage.

Passed	_____	_____	_____
		Mayor's Approval	
Posted	_____		
First Reading	_____	Rules Suspended	_____
Second Reading	_____	Emergency	_____
Third Reading	_____		

ATTEST:

Clerk of Council

This is to certify that this Ordinance has been duly published by posting and summary publication as provided by Charter.

Clerk of Council

Active Clients\City of Fairfield\Ordinances\2019\Medicount Management-Ord

Attachment: Medicount Management-Ord (1355 : Contract with Medicount Management Inc.)



City Council Ordinance
Regular Meeting - September 23, 2019

Submitted by: Scott Timmer,
 Submitting Department: Finance

Subject:

2019 Sidewalk Special Assessment Bond

Legislation Title:

Ordinance providing for the issuance of \$80,882.70 of bonds by the City of Fairfield, Ohio, to pay part of the cost of sidewalk repair in the City, and declaring an emergency.

Recommendation:

It is necessary for Council to authorize the issuance of Sidewalk Special Assessment bonds for 2019 in the amount of \$80,882.70.

It is recommended that City Council authorize and direct preparation of legislation to authorize the issuance of bonds for the repair of sidewalks against lots that benefited from the improvements. The legislation will require the emergency clause as unpaid assessments were certified to the County Auditor.

Background/Synopsis:

The annual Sidewalk Program required property owners repair sidewalks/aprons that were marked for replacement. Council passed a resolution to authorize the repairs. Invoices were then sent out to the property owners. The outstanding balances were certified to the County Auditor to be collected with the real estate taxes.

In accordance with State law, the City Council must pass an ordinance to issue bonds for outstanding assessments. The bonds to be issued will be purchased by the City treasury and will carry an interest rate of 1.48%.

Financial Impact:

The sidewalk bonds will be purchased by the City treasury, which is permissible under State law. Debt service payments will be repaid from special assessments placed on the properties for sidewalk and apron repaired by the City and collected with the real estate taxes.

Emergency Provision Explanation:

Unpaid sidewalk assessments were certified to the County Auditor and are in the process of being collected with the real estate tax.

Rule Suspension Requested:

Yes

Emergency Provision Needed:

Yes

Attachments:

1. Sidewalk

CERTIFICATE OF MEMBERSHIP

The undersigned, Finance Director of the City of Fairfield, Butler County, Ohio, hereby certifies that the following were the officers and members of council during the period when proceedings were taken authorizing the issuance of \$80,882.70 Sidewalk Special Assessment Bonds (2019 Sidewalk Program), dated as of October 1, 2019:

Mayor	<u>Steve Miller</u>
Finance Director	<u>Scott Timmer</u>
City Manager	<u>Mark Wendling</u>
Clerk of Council	<u>Alisha Wilson</u>
Member of Council	<u>Leslie Besl</u>
Member of Council	<u>Craig W. Keller</u>
Member of Council	<u>Debbie Pennington</u>
Member of Council	<u>Tim Abbott</u>
Member of Council	<u>Chad Oberson</u>
Member of Council	<u>Ron D'Epifanio</u>
Member of Council	<u>Bill Woeste</u>
Law Director	<u>John H. Clemmons</u>
	 <u>Finance Director</u>

TRANSCRIPT CERTIFICATE

The undersigned, clerk of council of said municipality, hereby certifies that the following is a true and complete transcript of all proceedings relating to the authorization and issuance of the above-identified obligation.

Clerk of Council

CERTIFICATE AS TO MAXIMUM MATURITY OF BONDS

The undersigned, being the fiscal officer of the City of Fairfield, County of Butler, Ohio, within the meaning of Section 133.01 of the Uniform Public Securities Law of the Ohio Revised Code, hereby certifies that the estimated life or period of usefulness of the improvement financed with the proceeds of the sale of \$80,882.70 of bonds, for the purpose of providing funds to pay the property owner's share of the cost of sidewalk repair in the City is at least five (5) years and that the maximum maturity of said bonds, in accordance with Section 133.20 of the Uniform Public Securities Law of the Ohio Revised Code, is five (5) years pursuant to the special assessment proceedings.

IN WITNESS THEREOF, I have hereunto set my hand this ____ day of September, 2019.

Finance Director

ORDINANCE NO. _____

PROVIDING FOR THE ISSUANCE OF \$80,882.70 OF BONDS BY THE CITY OF FAIRFIELD, OHIO, TO PAY PART OF THE COST OF SIDEWALK REPAIR IN THE CITY, AND DECLARING AN EMERGENCY.

WHEREAS, in order to provide for the safety and welfare of the citizens of the City, the City has made certain sidewalk improvements; and

WHEREAS, the fiscal officer of the City has estimated the life of the improvements hereinafter described as at least five (5) years and certified the maximum maturity of bonds as five (5) years pursuant to the special assessment proceedings;

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Fairfield (herein the "City"), County of Butler, Ohio:

SECTION 1. That it is necessary to issue a bond of the City, in the principal sum of \$80,882.70, for the purpose of providing funds to pay the property owner's share of the cost of sidewalk repair in the City under the authority of the provisions of the Ohio Revised Code and the Uniform Public Securities Law thereof.

SECTION 2. That said bond shall be in fully registered form, numbered R-1, shall be dated as of its date of issuance, and bear interest on the outstanding principal amount at the rates per annum set forth on Exhibit A attached hereto and incorporated herein, which the Finance Director has certified to be not in excess of a fair market rate of interest, payable annually on December 1 each year, commencing December 1, 2020, until the principal sum is paid. Said bond shall mature in installments as set forth on Exhibit A on December 1 of each year from 2020 through 2024, inclusive. The principal and interest on said bond shall be payable by check or draft to the registered holder thereof. Said bond shall be designated "Sidewalk Special Assessment Bonds (2019 Sidewalk Program)."

SECTION 3. That said bond shall be executed by the City Manager and Finance Director and shall bear the corporate seal of the City. Said bond shall be payable at the office of the Finance Director, City of Fairfield, Ohio, and shall express upon its face the purpose for which it is issued and that it is issued in pursuance of this ordinance.

SECTION 4. That said bond shall be sold by the Finance Director at par and accrued interest to the Special Assessment Fund of the City, and the proceeds from such sale, except any premium or accrued interest thereon, shall be paid into the proper fund and used for the purpose aforesaid and for no other purpose. Premium and accrued interest, if any, shall be transferred to the Bond Retirement Fund to be applied to the payment of the principal of and interest on said bond in the manner provided by law.

SECTION 5. That said bond shall be the full general obligation of this City, and the full faith, credit and revenue of this City are hereby pledged for the prompt payment of the same. Any excess funds resulting from the issuance of said bond, shall, to the extent necessary, be used

only for the retirement of said bond at maturity, together with interest thereon and is hereby pledged for such purpose.

SECTION 6. That during the period while the bond runs there shall be levied upon all of the taxable property in the City, within applicable limitations, in addition to all other taxes, a direct tax annually; said tax shall be and is hereby ordered computed, certified, levied and extended upon the tax duplicate and collected by the same officers in the same manner and at the same time that taxes for general purposes for each of said years are certified, extended and collected. Said tax shall be placed before and in preference to all other items and for the full amount thereof.

The funds derived from said tax levy hereby required shall be placed in a separate and distinct fund and, together with interest collected on the same, shall be irrevocably pledged for the payment of the principal and interest of the bond, when and as the same fall due; provided, however, to the extent other City monies, including monies from the levy and collection of special assessments, are available and appropriated for such purpose said tax shall not be levied therefor.

SECTION 7. This council hereby finds and determines that all formal actions relative to the adoption of this ordinance were taken 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 compliance with the law.

SECTION 8. All appropriate officers of the City are further authorized to make, execute, acknowledge and deliver such closing certificates, financing statements and other instruments or agreements as are, in the opinion of bond counsel, necessary to carry out the purposes of this ordinance.

SECTION 9. That the firm of Dinsmore & Shohl LLP (“Dinsmore”), is hereby engaged as the City’s “bond counsel” pursuant to the engagement letter of Dinsmore on file with the City.

SECTION 10. That this ordinance is hereby declared to be an emergency measure for the necessary preservation of the public peace, health, safety and welfare or for the urgent benefit or protection of the inhabitants of the City of Fairfield, and for the reason that the immediate issuance of said bonds is necessary to provide funds for payment for the improvements hereinabove described, and shall take effect immediately upon its passage, pursuant to Section 4.07(A) of the Charter of the City of Fairfield (hereafter called the “Charter”).

SECTION 11. That the Clerk of Council is hereby directed to forward a certified copy of this ordinance to the County Auditor of Butler County, Ohio.

SECTION 12. That the Clerk of Council is hereby directed to cause this ordinance to be published or posted within ten days after its passage, as required by Section 4.13(A) of the Charter, any publication to be made in the Journal News, a newspaper of circulation in the City.

ADOPTED September __, 2019.

Clerk of Council

Mayor

EXHIBIT A

<u>Date</u>	<u>Principal</u>	<u>Coupon</u>	<u>Interest</u>	<u>Period Total</u>
12/01/20	\$15,704.75	1.48%	\$1,396.57	\$17,101.32
12/01/21	15,937.18	1.48	964.63	16,901.81
12/01/22	16,173.05	1.48	728.76	16,901.81
12/01/23	16,412.41	1.48	489.40	16,901.81
12/01/24	<u>16,655.31</u>	1.48	<u>246.50</u>	<u>16,901.81</u>
Total	\$80,882.70		\$3,825.86	\$84,708.56

CERTIFICATE

The undersigned, Clerk of Council, Fairfield, Ohio, hereby certifies the foregoing to be a true and correct copy of Ordinance No. _____ adopted September __, 2019.

Clerk of Council

CERTIFICATE

The undersigned, Finance Director, Fairfield, Ohio, hereby certifies that Ordinance No. _____ was filed with the County Auditor of Butler County, Ohio, on _____, 2019.

Finance Director

RECEIPT

The undersigned, County Auditor of the Butler County, Ohio, acknowledges receipt of Ordinance No. _____ of the City of Fairfield, Ohio, on _____, 2019.

County Auditor

EXTRACT FROM MINUTES OF MEETING

The Council of the City of Fairfield, Ohio, met in regular session, at _____.m., on the ____ day of September, 2019, at 5350 Pleasant Avenue, Fairfield, Ohio, with the following members present:

There was presented and read to Council Ordinance No. _____, entitled:

PROVIDING FOR THE ISSUANCE OF \$80,882.70 OF BONDS BY THE CITY OF FAIRFIELD, OHIO, TO PAY PART OF THE COST OF SIDEWALK REPAIR IN THE CITY, AND DECLARING AN EMERGENCY.

M_____ moved to suspend the rule requiring each ordinance or resolution to be read on three different days. M_____ seconded the motion and, the roll being called upon the question, the vote resulted as follows:

M_____ then moved that Ordinance No. _____ be adopted. M_____ seconded the motion and, the roll being called upon the question, the vote resulted as follows:

The ordinance was declared adopted _____.

CERTIFICATE

The undersigned, clerk of council of said municipality, hereby certifies that the foregoing is a true and correct extract from the minutes of a meeting of the council of said municipality, held on the ____ day of September, 2019, to the extent pertinent to consideration and adoption of the above-entitled legislation.

Clerk of Council

STATE OF OHIO)
) SS:
COUNTY OF BUTLER)

We further certify that there is no litigation of any nature either pending or threatened restraining or enjoining the issuance of the obligations nor directly or indirectly affecting the proceedings and authority by which the Obligation have been issued, nor any dispute, controversy or litigation affecting the validity of said Obligation, or the levy and/or collection of sufficient taxes, assessments or pledged revenues to pay the interest and principal of the Obligation as it matures; that no proceedings authorizing the issuance of the Obligation have been rescinded; and that no referendum or initiative petition with respect to such proceedings has been filed nor (to our knowledge) circulated.

We further certify that the Issuer is not in default for the payment of principal or interest on any of its notes, bonds or other obligations now outstanding.

We further certify that neither the corporate existence nor the boundaries of the Issuer nor the title of its present officers to their respective offices is being contested.

Done and delivered at Fairfield, Ohio this 1st day of October, 2019.

Signatures

Title

City Manager

Finance Director

I do hereby certify that I have examined the signatures of the officers subscribed above and I identify them as true and genuine.

Clerk of Council

Attachment: Sidewalk (1356 : 2019 Sidewalk Special Assessment Bond)

EXHIBIT A

<u>Date</u>	<u>Principal</u>	<u>Coupon</u>	<u>Interest</u>	<u>Period Total</u>
12/01/20	\$15,704.75	1.48%	\$1,396.57	\$17,101.32
12/01/21	15,937.18	1.48	964.63	16,901.81
12/01/22	16,173.05	1.48	728.76	16,901.81
12/01/23	16,412.41	1.48	489.40	16,901.81
12/01/24	<u>16,655.31</u>	1.48	<u>246.50</u>	<u>16,901.81</u>
Total	\$80,882.70		\$3,825.86	\$84,708.56

CERTIFICATE OF ORIGINAL PURCHASER

The Special Assessment Fund of the City of Fairfield, Ohio (the "Original Purchaser"), as Original Purchaser of the \$80,882.70 Sidewalk Special Assessment Bonds (2019 Sidewalk Program) (the "bond") of the City of Fairfield, Ohio based upon the Original Purchaser's knowledge regarding the sale of the bond, its experience as a purchaser and/or underwriter of "tax-exempt" obligations such as the bond and its knowledge of current market conditions and the status of the bond in the market, hereby certified that (please check the appropriate boxes and fill in the appropriate blanks):

- (a) The Original Purchaser has no current intention of reoffering the bond and intends to hold them for its own account.

Yes X No

If the answer to (a) is "No", please complete the rest of this Certificate.

- (b) The initial aggregate offering price of the bond at which bona fide offers of sale were made to the public was _____% of the par value thereof. The initial offering price of each maturity of the bond at which bona fide offers of sale were made to the public is set forth on the attachment hereto as a percentage of the par value of each maturity and as a dollar price for each maturity. Not less than 10% in principal amount of each maturity of the bond offered to the public was sold (other than to bond houses, brokers and other intermediaries) at not less than the initial offering prices.

Dated: October 1, 2019

SPECIAL ASSESSMENT FUND

By: _____
 Name: Scott Timmer
 Title: Finance Director

Attachment: Sidewalk (1356 : 2019 Sidewalk Special Assessment Bond)

CERTIFICATE IN COMPLIANCE WITH
SECTION 121.22 OF THE OHIO REVISED CODE

The undersigned, Clerk of Council (said Council is hereinafter called the “Legislative Authority”), of the City of Fairfield, County of Butler, Ohio (hereinafter called the “Issuer”), hereby certifies, with respect to the proceedings in the within transcript pertaining to the authorization, issuance and sale of \$80,882.70 Sidewalk Special Assessment Bonds (2019 Sidewalk Program), dated October 1, 2019, that:

- (1) Included in the transcript are extracts from minutes of all meetings of the Legislative Authority, and all recorded minutes of meetings of its committees and any other public bodies, pertaining or relating to the formal actions contained in said transcript or to deliberations that resulted in such formal actions.
- (2) All meetings of the Legislative Authority, and of its committees and any other public bodies, at which the formal actions contained in said transcript were taken, or at which deliberations that resulted in such formal actions were held, were open meetings, and such formal actions were taken and any such deliberations took place while such meetings were open to the public, in compliance with the law.
- (3) The Legislation Authority adopted rules pursuant to Section 121.22 of the Ohio Revised Code, with respect to its meetings and meetings of its committees and of any other public bodies of the Issuer, formal actions of which are contained in said transcript and over which it has rule-making authority, and that such rules remained in effect at all times pertinent to the proceedings in the said transcript without amendment.
- (4) All requirements and procedures for giving notice and notification of the meetings referred to in paragraph (2) above, held subsequent to the adoption of the said rules, were complied with. With respect to such meetings held before the adoption of said rules, any person could have determined, in advance of any said meeting, the time and place of any regular meeting, and the time, place and purposes of any special meeting, by contacting my office during regular business hours, and such requests, if any, for advance notification of meetings at which any specific type of public business was to be discussed were responded to by this office providing such notification.

IN WITNESS WHEREOF, I have hereunto set my hand this 1st day of October, 2019.

Clerk of Council

STATE OF OHIO)
) SS:
COUNTY OF BUTLER)

I, the undersigned, Finance Director of the City of Fairfield, do hereby certify that the \$80,882.70 Sidewalk Special Assessment Bonds (2019 Sidewalk Program), dated October 1, 2019, of the denomination of \$80,882.70, bearing interest at the rate of 1.48% per annum, payable annually on December 1 of each year, commencing December 1, 2020, and maturing all as set forth on Exhibit A attached hereto and numbered R-1, has been paid for in full by the purchaser thereof in accordance with terms of sale and award, specifically \$80,882.70 principal.

I further certify that said purchasers have fully complied with their contract for said obligations.

Dated: October 1, 2019

Finance Director

EXHIBIT A

<u>Date</u>	<u>Principal</u>	<u>Coupon</u>	<u>Interest</u>	<u>Period Total</u>
12/01/20	\$15,704.75	1.48%	\$1,396.57	\$17,101.32
12/01/21	15,937.18	1.48	964.63	16,901.81
12/01/22	16,173.05	1.48	728.76	16,901.81
12/01/23	16,412.41	1.48	489.40	16,901.81
12/01/24	<u>16,655.31</u>	1.48	<u>246.50</u>	<u>16,901.81</u>
Total	\$80,882.70		\$3,825.86	\$84,708.56

CERTIFICATE AS TO FAIR MARKET RATE

The undersigned, Finance Director for the City of Fairfield, Butler County, Ohio (the “City”), hereby certifies that the interest rates per annum on the \$80,882.70 Sidewalk Special Assessment Bonds (2019 Sidewalk Program), dated October 1, 2019, issued by the City, is not in excess of a fair market rate, based on an estimate of what a bank or municipal bond underwriting firm would charge on this obligation on the date of the closing thereon.

Dated: October 1, 2019

Finance Director



City Council Ordinance
Regular Meeting - September 23, 2019

Submitted by: Carol Mayhall,
 Submitting Department: City Manager's Office

Subject:

Wage and Salary Ordinance

Legislation Title:

Ordinance to establish salaries and hourly rates for certain salaried and hourly employees of the City of Fairfield, Ohio and to authorize and limit the numbers and types of certain employees, to repeal Ordinance 73-19 and all Amendments thereto and declaring and emergency.

Recommendation:

It is recommended that City Council approve the Ordinance increase in wages for the position of Police Officer in Fraternal Order of Police (FOP) collective bargaining agreement.

Background/Synopsis:

The City and the FOP participated in Fact Finding on August 14, 2019. Prior to the Fact Finder conducting a formal proceeding, the two parties were provided an opportunity to come to an agreement in mediation. The agreement reached included 2.5% wage increase and an increase in the additional hourly rate for a Police Officer performing the assignment of Field Training Officer (FTO) from \$1.50 to \$2.00 per hour, effective August 14, 2019.

Financial Impact:

The financial impact of the wage increase over the three years of the contract is \$1,586,275.

Emergency Provision Explanation:

It is recommended that City Council approve this Ordinance increasing the hourly wage rates for Police Officers as well as the hourly rate for FTO, suspending the rules and declaring an emergency, in order to fulfill the agreement with the FOP.

Rule Suspension Requested:

Yes

Emergency Provision Needed:

Yes

Attachments:

1. Hourly Ord 9-19 FOP

ORDINANCE NO. _____

ORDINANCE TO ESTABLISH SALARIES AND HOURLY RATES FOR CERTAIN SALARIED AND HOURLY EMPLOYEES OF THE CITY OF FAIRFIELD, OHIO AND TO AUTHORIZE AND LIMIT THE NUMBERS AND TYPES OF CERTAIN EMPLOYEES, TO REPEAL ORDINANCE NO. 73.19 AND ALL AMENDMENTS THERETO AND DECLARING AN EMERGENCY.

BE IT ORDAINED by the Council of the City of Fairfield, Ohio that:

Sec.1 Ordinance No. 73-19 and all amendments thereto and all other ordinances inconsistent herewith are hereby repealed as the respective sections of this ordinance become effective as stated in Section 14 hereof. Changes from Ordinance No. 73-19 are shown in bold, with deletions in brackets.

Sec.2 The salaries and hourly rates and related information contained herein are applicable only to those positions authorized in this Ordinance.

Sec.3 The terms of the agreements of each bargaining unit of the City shall apply to all members of the bargaining unit, whether or not they are members of the union which represents that bargaining unit.

Sec.4 All rates established by this Ordinance shall either be the maximum authorized rate or the range for each respective position as shown.

Sec.5 In the department of General Government are the following classifications of jobs and rates of pay:

A. Civil Service Commission

One (1) Clerk of Commission (PT)	12.00-22.00 per hour
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B. Special Appropriations

One (1) Clerk I	20.21-23.75 per hour
Two (2) Clerks (PT)	8.55-18.63 per hour

C. City Council

One (1) Clerk of Council (PT)	29,175-36,410 per annum
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Sec.6 In the Department of Development Services there are the following classifications of jobs and rates of pay:

A. Division of Building and Zoning Inspection

One (1) Building Inspector*	34.22-35.62 per hour
One (1) Heating Inspector*	34.22-35.62 per hour
One (1) Electrical Inspector*	34.22-35.62 per hour
One (1) Clerk II	24.45-25.98 per hour
One (1) Clerk I	20.21-23.75 per hour
Three (3) Zoning Inspector/Clerks	24.45-25.98 per hour
One (1) Zoning Inspector/Clerk (PT)	8.55-18.63 per hour
One (1) Plans Reviewer (PT)	8.55-37.07 per hour
One (1) Electrical Inspector (PT/TEMP)	8.55-37.07 per hour

* Additional certifications in Building, Heating and/or Electrical other than that required in classification, add \$1.00 per hour.

Sec.7 In the Department of Finance are the following classifications of jobs and rates of pay:

A. Finance Administration/Financial Services

Two (2) Account Clerk II *	24.45-25.98 per hour
Four (4) Account Clerk I	20.21-23.75 per hour
Three (3) Clerks (PT)	8.55 –18.63 per hour

B. Income Tax

One (1) Account Clerk II *	24.45-25.98 per hour
Four (4) Account Clerk I	20.21-23.75 per hour
One (1) Clerk (PT)	8.55–18.63 per hour

*Crew leader position established to receive an additional \$0.50 per hour.

Sec.8 In the Police Department are the following classifications of jobs and rates of pay:

Ten (10) Sergeants	43.40-46.86 per hour
Forty-Nine (49) Police Officers*	[26.24-40.64] 26.97-41.66 PER HOUR
Ten (10) Dispatchers**/****	22.77-26.53 per hour
Eight (8) Dispatchers (PT)	22.77-26.53 per hour
Four (4) Clerk II***	24.45-25.98 per hour
Four (4) Clerk I	20.21-23.75 per hour
One (1) Crime Prevention Coordinator (PT)	12.00–24.60 per hour
One (1) Animal Control Officer	20.71-24.27 per hour
One (1) Animal Control Officer (PT)	20.71-24.27 per hour
One (1) Park Ranger***	25.23-27.37 per hour
Five (5) Park Rangers (PT)	25.23-27.37 per hour
Three (3) Police Services Aides (PT)	12.00–24.84 per hour
One (1) Receptionist (PT)	8.55–18.63 per hour
* A Police Officer assigned as Field Training Officer for a new Officer will be paid an additional [\$1.50] \$2.00 per hour for hours worked in the company of the new Officer as long as the Field Training Officer remains responsible for the training of the new Officer.	
** Dispatchers assigned training responsibilities will be paid an additional \$0.50 per hour for the duration of the assignment.	
*** Crew leader position established to receive an additional \$0.50 per hour.	
**** Appointed Dispatch Foreman will be paid \$31.83 per hour.	

Sec.9 In the Fire Department are the following classifications of jobs and rates of pay:

Three (3) Captains ***	34.99-37.18 per hour
Six (6) Lieutenants **/**** (See note below)	31.44-34.41 per hour
Twenty Three (23)	
Firefighter/Paramedics*/** (See note below)	20.26-31.95 per hour
Three (3) Captains (PT)	12.00-21.56 per hour
One (1) Lieutenant (PT)	12.00-19.58 per hour
One (1) Training Coordinator (PT)	12.00-25.17 per hour
One (1) Asst. Training Coordinator (PT)	8.55-19.58 per hour
Seventy-five (75) PT Firefighters/EMT-A****	16.81-19.03 per hour
Two (2) Safety Inspectors (PT)	12.00-20.06 per hour
One (1) Clerk II	24.45-25.98 per hour
* Additional \$1.75 per hour paid when serving as Station Supervisor.	
** Additional \$2.00 per hour paid when serving as Acting Captain.	
*** Includes eligibility for a \$.50 merit bonus.	
**** Additional \$.50 per hour when assigned to a Medic Unit.	

Note – The number of Fire personnel for these two (2) positions are per Letter of Understanding with IAFF effective 4/1/17 to 3/31/20.

Sec.10 In the Department of Public Works are the following classifications of jobs and rates of pay:

A. Construction Services

One (1) Clerk II	24.45-25.98 per hour
One (1) Construction Inspector*	34.07-35.44 per hour
Two (2) Sidewalk Inspectors (PT)	8.55-18.63 per hour

* Construction Inspectors shall be compensated for one Water License and/or one Wastewater License achieved as follows:

Class I Water Distribution	\$0.25	Class I Wastewater Collection	\$0.25
Class II Water Distribution	\$0.50	Class II Wastewater Collection	\$0.50

B. Engineering Services

One (1) GIS-GPS Mapping Technician/ Traffic Analyst	34.08-35.44 per hour
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C. Municipal Building Maintenance

One (1) Custodial Worker*	21.61-23.99 per hour
One (1) Maintenance Worker/Laborer**	22.83-31.76 per hour
One (1) Maintenance Electrician	27.46-32.92 per hour

* Crew Leader position established to receive an additional \$0.50 per hour.

** Crew Leader positions established to receive an additional \$0.50 per hour. Maintenance Worker Laborer required to maintain proficiency on three or more pieces of equipment shall be compensated an additional \$0.30 per hour while maintaining those proficiencies. A Maintenance Worker Laborer required to maintain an Ohio Department of Agriculture Public Operator Spraying License, a National Swimming Pool Foundation Certified Pool/Spa Operator License, or an NRPA/OPRA National Playground Safety Inspector Certification will be compensated an additional \$0.40 cents per hour.

D. Division of Streets and Transportation

Twenty Two (22) Maintenance Workers/Laborers**/**	22.83-31.76 per hour
Four (4) Laborers (Temp/PT)	8.55-18.63 per hour
One (1) Clerk II	24.45-25.98 per hour

** Crew Leader position(s) established to receive an additional \$0.50 per hour. Maintenance Worker Laborer required to maintain proficiency on three or more pieces of equipment shall be compensated an additional \$0.30 per hour while maintaining those proficiencies. A Maintenance Worker Laborer required to maintain an Ohio Department of Agriculture Public Operator Spraying License, a National Swimming Pool Foundation Certified Pool/Spa Operator License, or an NRPA/OPRA National Playground Safety Inspector Certification will be compensated an additional \$0.40 cents per hour.

*** Traffic Signal Technician appointed by management to receive an additional \$1.00 per hour.

E. Municipal Garage

Four (4) Mechanics *	24.23-30.11 per hour
One (1) Clerk II	24.45-25.98 per hour

*Mechanic Foreman position to receive an additional \$1.45 per hour and Crew Leader position to receive an additional \$.50 per hour

Sec. 11 In the Department of Parks & Recreation there are the following job classifications and rates of pay:

A. Administration and Recreation

One (1) Clerk II**	24.45-25.98 per hour
One (1) Clerk I	20.21-23.75 per hour
Five (5) Clerks (PT)	8.55-18.63 per hour
Six (6) Recreation Programmers (PT)	8.55-21.42 per hour
One (1) Farmer's Market Supervisor (PT)	8.55-21.42 per hour
Four (4) Facility Attendants (PT)	8.55-18.63 per hour
Five (5) Cashiers (PT)	8.55-18.63 per hour
Forty (40) Recreation Leaders (PT)	8.55-18.63 per hour

** Crew Leader position(s) established to receive an additional \$0.50 per hour.

B. Parks and Recreation Maintenance

Eight (8) Maintenance Worker Laborers**	22.83-31.76 per hour
Sixteen (16) Laborers (Temp/PT)	8.55-18.63 per hour

** Crew Leader position(s) established to receive an additional \$0.50 per hour. Maintenance Worker Laborer required to maintain proficiency on three or more pieces of equipment shall be compensated an additional \$0.30 per hour while maintaining those proficiencies. A Maintenance Worker Laborer required to maintain an Ohio Department of Agriculture Public Operator Spraying License, a National Swimming Pool Foundation Certified Pool/Spa Operator License, or an NRPA/OPRA National Playground Safety Inspector Certification will be compensated an additional \$0.40 cents per hour.

C. Marsh Fishing Lake

One (1) Fishing Lake Supervisor (PT)	8.55-21.42 per hour
Eight (8) Cashiers (PT)	8.55-18.63 per hour

D. Recreation Center-Swimming Pool

One (1) Pool Supervisor (Temp)	8.55-21.42 per hour
Two (2) Senior Lifeguards (Temp)	8.55-18.63 per hour
Forty-four (44) Lifeguards (Temp)	8.55-18.63 per hour
Two (2) Cashiers (PT)	8.55-18.63 per hour

E. Recreation Center-Golf Course

One (1) Turf Mechanic/Maintenance Worker	24.23-30.10 per hour
One (1) Greenskeeper*	28.18-30.80 per hour
Seventeen (17) Laborers (Temp/PT)	8.55-18.63 per hour
Four (4) Pro Shop Supervisors (PT)	8.55-21.42 per hour
Fifty (50) Cashiers (PT)	8.55-18.63 per hour

* Crew Leader established to receive additional \$0.50 per hour.

** Crew Leader position(s) established to receive an additional \$0.50 per hour. Maintenance Worker Laborer required to maintain proficiency on three or more pieces of equipment shall be compensated an additional \$0.30 per hour while maintaining those proficiencies. A Maintenance Worker Laborer required to maintain an Ohio Department of Agriculture Public Operator Spraying License, a National Swimming Pool Foundation Certified Pool/Spa Operator License, or an NRPA/OPRA National Playground Safety Inspector Certification will be compensated an additional \$0.40 cents per hour.

Sec.12 In the Department of Public Utilities are the following classifications of jobs and rates of pay:

A. Wastewater Division

One (1) Clerk II	24.45-25.98 per hour
Two (2) Laboratory Technicians****	23.89-34.91 per hour
(55 % of wages charged to Sewer Fund; 45% charged to Water Fund)	
One (1) Construction Inspector*	34.07-35.44 per hour
Sixteen (16) Operator/Maintenance Workers*/***	24.19-33.79 per hour
One (1) Maintenance Electrician	27.46-32.92 per hour
Two (2) Laborers (PT)	8.55-18.63 per hour

* Construction Inspectors and Operator/Maintenance Workers and other classifications shall be compensated for one Water License and/or one Wastewater License achieved as follows:

Class I Water Distribution	\$0.25	Class I Wastewater Collection	\$0.25
Class II Water Distribution	\$0.50	Class II Wastewater Collection	\$0.50

*** Chief Operator, Maintenance Foreman and Collection Foreman to receive \$1.50 over their regular rate of pay. Assistant Collection Foreman and Assistant Maintenance Foreman to receive \$0.75 per hour added to regular rate of pay. Crew leader position(s) established to receive an additional \$0.30 per hour.

**** Laboratory Technicians with Class III Water Plant Operator License or Voluntary Wastewater Lab Certifications to receive an additional \$0.50 per hour each. Lab Supervisor to receive \$1.25 in addition to regular rate of pay.

B. Water Division

One (1) Clerk II	24.45-25.98 per hour
Three (3) Meter Readers**/****	25.60-26.95 per hour
(55% of wages charged to Water Fund; 45% charged to Sewer Fund)	
Fifteen (15) Operator/Maintenance Workers*/****	24.23-33.09 per hour
Two (2) Laborers (PT/Temp)	8.55-18.63 per hour

* Chief Operator and Foreman positions to receive \$1.45 over their regular rate of pay.

** Crew Leader position(s) established to receive an additional \$0.50 per hour.

*** An employee in the Meter Reader Classification in the Water Division shall be compensated for one Water Supply License and/or one Water Distribution License as follows, unless one license should supersede the other, then the employee's hourly rate will only reflect the license(s) that are current:

Class I Water Supply	\$0.50	Class I Water Distribution	\$0.25
Class II Water Supply	\$1.00	Class II Water Distribution	\$0.50
Class III Water Supply	\$1.50		

Sec.13 There shall be established a labor pool of temporary or part-time employees who will be eligible to work at any time within the duration of this ordinance. These temporary/part-time employees may work in any city department and their wages will be charged to the department to which they are assigned. The following temporary or part-time positions are established:

Twenty-five (25) Employees (Temp/or P.T.)	8.55-18.63 per hour
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Sec.14 The salaries, rates and conditions established by Sections 5-13 of this Ordinance shall be effective from and after the dates specified in the Union Contracts for employees included in bargaining units and at the earliest date allowed by law, for all other employees. Until the rates are changed, the former rates shall apply. Notwithstanding any other provision of this ordinance, an employee under the age of sixteen (16) may be paid a wage rate less than the Ohio Minimum Wage Rate provided such rate is not less than that established under the Federal Fair Labor Standards Act or its successor law.

Sec. 15 The City Manager is authorized to hire up to one additional person for each position authorized in this ordinance to allow for overlap training and transitioning. Generally, such instances would occur when a current employee has given notice of retirement or resignation and a replacement not currently employed by the City is able to be hired before the departure of the employee. Such training overlaps would be of short duration, generally, not to exceed 60 days.

Sec. 16 This Ordinance is hereby declared to be an emergency measure necessary for the urgent benefit and protection of the City and its inhabitants so that the recommended changes can take effect in a timely manner; wherefore this Ordinance shall take effect immediately upon its passage.

Passed _____

Mayor's Approval _____

Posted _____

First Reading _____

Rules Suspended _____

Second Reading _____

Emergency _____

Third Reading _____

ATTEST:

Clerk of Council

This is to certify that this Ordinance has been duly published by posting and summary publication as provided by Charter.

Clerk of Council



City Council Ordinance
Regular Meeting - September 23, 2019

Submitted by: Alisha Wilson, Clerk
 Submitting Department: Clerk

Subject:

Non-Contractual Appropriations

Legislation Title:

Ordinance to amend Ordinance No. 127-18 entitled “An Ordinance to make estimated appropriations for the expenses and other expenditures of the City of Fairfield, Ohio, during a period beginning January 1, 2019, and ending December 31, 2019.”

Recommendation:

It is recommended that City Council suspend the rules requiring a second and third reading of this Ordinance and adopt the appropriations listed above.

Background/Synopsis: Please refer to specific Council Communications for full description of these items.

\$20,000 for meter reading equipment;
 \$3,570 for raw water well flow testing;
 \$7,450 for asphalt repairs for the Water Division
 \$7,200 for concrete repairs at Wastewater Plant.

Financial Impact: \$38,220.00 from noted funding source.

Rule Suspension Requested:

Yes

Emergency Provision Needed:

No

Attachments:

1. NonContractualAppropriations.092319
2. Non Contractual 9-23-Ord



City Council Information Item
Regular Meeting - September 23, 2019

Submitted by: Adam Sackenheim,
 Submitting Department: Public Utilities

Subject:

Appropriation for asphalt repairs

Legislation Title:

Appropriation for asphalt repairs / improvements - Water Division

Background/Synopsis:

The request is for appropriations necessary to pay for permanent asphalt repairs and pavement improvements at the City's Winton Road Water Storage Tower.

Asphalt repairs will be performed by Barry L. Brown Paving LLC, in accordance with City procedures/standards and per the attached quote. Work will be administered and inspected by the Public Works Department.

It is recommended that City Council authorize an appropriation in the amount of \$7,450.00 (including contingency) for asphalt work related to the City's Public Water System.

Financial Impact:

2019 funding for this project is included in the approved 2019-2023 Capital Improvement Program (CIP) under project 9WT14 (Asphalt/Concrete Replacement) and project. \$7,450.00 is requested from 9WT14. The funding source is the Water Surplus Fund.

Attachments:

1. Burer Ln Water tower

Proposal

Barry L Brown Paving
3210 Homeward Way
Fairfield, OH 45014
513-874-1588

Date: 9/10/2019

Proposal Submitted To:

City of fairfield

Job Name and Location:

Buerer Ln water tower

We hereby submit specifications and estimates for:

approx 2100 s.f. asphalt pavement for water tower driveway

2" 301 asphalt base

1 1/2" 448 asphalt surface

We Propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:

six thousand five hundred

dollars

\$6,500

Chad Brown

Authorized Signature

Date

Acceptance of Proposal

Date

Note: This proposal may be withdrawn by us if not accepted within 60 days.

Attachment: NonContractualAppropriations.092319 [Revision 2] (1360 : Non-Contractual Appropriations)



City Council Information Item
Regular Meeting - September 23, 2019

Submitted by: Matt Young,
 Submitting Department: Public Utilities

Subject:

Meter reading equipment appropriation

Legislation Title:

Meter reading equipment appropriation

Background/Synopsis:

Most of the ~14,000 water meters in the City of Fairfield are located inside homes or commercial facilities, and are read via manual ‘touch-read’ methods. However, the City is actively working to replace the ‘touch-read’ meters with ‘remote-read’ units, which can be read more efficiently using radio transmission methods. In order to continue to facilitate this replacement program, updated meter-reading equipment is necessary.

The City proposes to procure two new Sensus hand-held meter-reading computers and two new Bluetooth meter-reading ‘autoguns’. The City proposes to procure the equipment from Team EJP, per the attached quote. A sole-source letter is also attached for review.

Financial Impact:

An appropriation in the amount of \$20,000.00 is being requested for the purchase of meter reading equipment for the Water Division. 2019 funding for this project is included in the approved 2019-2023 Capital Improvement Program (CIP) under project 9 WT17, Automatic Meter Reading (AMR). The funding source is the Water Surplus Fund.

Attachments:

1. EJP Sole Source Doc Ohio Sensus 2018_2019
2. Sensus MR equip quote 09092019

Shawn Kietzman
Senior Account
Development Manager

7192 N. Middlefork Rd.
Dupont, IN 47231 USA

T: 812-767-9253
shawn.kietzman@xyleminc.com
Sensus.com



December 17, 2018

To whom it may concern:

Please be advised the EJ Prescott Inc. is the only authorized Sensus distributor in the following Ohio counties:

Allen, Auglaize, Butler, Clarke, Darke, Defiance, Fulton, Greene, Hamilton, Henry, Lucas, Mercer, Miami, Montgomery, Paulding, Preble, Putnam, Shelby, Van Wert, Warren, and Williams.

Should you have any questions please do not hesitate to contact me.

Regards,

Shawn Kietzman

Shawn Kietzman
Account Development Manager
Sensus USA

Attachment: NonContractualAppropriations.092319 [Revision 2] (1360 : Non-Contractual Appropriations)

CITY OF FAIRFIELD
5350 PLEASANT AVE.
FAIRFIELD, OH

TEAM EJP W.Carrollton, OH
145 S ALEX ROAD
WEST CARROLLTON, OH

45014-3597

45449

Telephone: 937-847-2665

2/07/19 Bid ID: 5389859 FAIRFIELD TRADE-IN HHD UPGRADE Page 2

Quantity	Sell Per	Description	Unit Price	Extended Price
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TRADE IN FOR EXISTING HHD**

Package 00001

2	6	EA	FL6501GB HHD, CMD LINK AND CHARGING STAND	8,000.00	48,000.00
2	6	EA	BLUETOOTH AUTOGUN	1,637.19	9,823.14
Package Sub-total:					57,823.14

\$19,274.38

\$19,274.38

Subtotal:	57,823.14
Tax:	.00
Bid Total:	57,823.14

Attachment: NonContractualAppropriations.092319 [Revision 2] (1360 : Non-Contractual Appropriations)



City Council Information Item
Regular Meeting - September 23, 2019

Submitted by: Jason Hunold,
 Submitting Department: Public Utilities

Subject:

Raw Water Well Flow Testing

Legislation Title:

Raw Water Well Flow Testing

Background/Synopsis: Fairfield's Water Division pumps, treats and distributes about 5.5 million gallons of drinking water each day. Fairfield utilizes six (6) raw water / ground water production wells to supply water to its Water Treatment Plant. Annual Flow Testing of the wells is necessary in order to identify the pumping efficiency of each well and to identify well cleaning and maintenance priorities.

A proposal for flow testing is attached for Council review. Water Division staff proposes to use National Water Services LLC (NWS) to perform the work.

Financial Impact: An appropriation in the amount of \$3,570.00 is being requested for flow testing of the Water Division's six (6) raw water wells.

Funding for this project is included in the 2019-2023 Capital Improvement Program under project number 9WT01, Maintain Raw Water Production Wells. The funding source is the Water Surplus Fund.

It is recommended that City Council authorize an appropriation in the amount of \$3,570.00 from Water Surplus Fund for flow testing of the Water Divisions six (6) raw water wells.

Attachments:

1. FlowTests-19.pro



QUOTE #090519-4

Water Well, Pump, and Treatment Equipment Services

September 5, 2019

Mr. Jason Hunold
Public Utilities Treatment Superintendent
City of Fairfield
5021 Groh Lane
Fairfield, Ohio 45014

Re: Flow Testing Wells

Dear Mr. Hunold:

National Water Services is pleased to submit this proposal to conduct pumping tests on 6 to 8 water wells for the City of Fairfield, Ohio.

The work will consist of disconnecting each well from the system and connecting appropriate fittings, hose and orifice to the pipelines. The pumps will be operated at four (4) different rates for a period of fifteen (15) minutes, while water levels, discharge pressures and amperage readings are collected. The data will then be compared to historical information (if provided by the City) and a report generated outlining the operating condition of each installation.

The cost to complete the testing program is \$595.00/well.

We want to thank you for your confidence in National Water Services by allowing us the opportunity to be of service. Should you have any questions or concerns, please call at your earliest convenience.

Respectfully,
National Water Services, LLC

Robert A. Hardin

Robert A. Hardin
Executive Vice President



City Council Information Item Regular Meeting - September 23, 2019

Submitted by: Jason Hunold,
Submitting Department: Public Utilities

Subject:

Wastewater Plant - Concrete Repairs

Legislation Title:

Wastewater Plant - Concrete Repairs

Background/Synopsis: The request is for an appropriation to pour a 4-inch thick concrete sidewalk and pad leading to the Wastewater Plant's existing 1,200 kW standby generator and transfer switch. The generator/transfer switch operate the Wastewater Plant when power is lost from Duke Energy's power distribution system, keeping the plant in operation meeting all regulatory requirements.

Concrete installation will be performed by Prus Construction at prices listed under existing contract 2018-02, Concrete Repair Replacement. The contract is administered by Fairfield's Public Works Department. A Public Works' inspector measured the location where the concrete will be installed and will oversee contractor performance and verify the sidewalk is installed in accordance with City standards. Information on concrete sizing and pricing is included for Council review in the attached document.

Financial Impact: An appropriation in the amount of \$7,200.00 is being requested to install new concrete at the Wastewater Treatment Plant.

Funding for this project is included in the 2019-2023 Capital Improvement Program under project number 9WW07, Wastewater Plant Concrete/Masonry. The funding source is the Sewer Replacement and Improvement Fund.

It is recommended that City Council authorize an appropriation in the amount of \$7,200.00 from the Sewer Replacement and Improvement Fund to install concrete sidewalk/pad at the Wastewater Treatment Plant.

Attachments:

1. WWTP Concrete

Jason Hunold

From: William Heatherton
Sent: Tuesday, September 3, 2019 7:38 AM
To: Jason Hunold
Subject: Concrete Work

Jason,

I estimate you have approximately 625 sf of 4" concrete you are wanting to be placed. Provided that Prus will perform work at 4" contract price of \$9.50 sf, you are looking at about \$6000.00. Let me know if you have any questions. Thanks.

Bill

Bill Heatherton
Construction Inspector
City of Fairfield, Ohio
Office-513-867-4211
Cell-513-404-6822

Attachment: NonContractualAppropriations.092319 [Revision 2] (1360 : Non-Contractual Appropriations)

ORDINANCE NO. _____

ORDINANCE TO AMEND ORDINANCE NO. 127-18 ENTITLED "AN ORDINANCE TO MAKE ESTIMATED APPROPRIATIONS FOR THE EXPENSES AND OTHER EXPENDITURES OF THE CITY OF FAIRFIELD, OHIO, DURING A PERIOD BEGINNING JANUARY 1, 2019, AND ENDING DECEMBER 31, 2019."

BE IT ORDAINED by the Council of the City of Fairfield, Ohio, that:

Section 1. Ordinance No. 127-18, the 2019 Appropriation Ordinance, is hereby amended in the following respects:

From:	Unappropriated Water Surplus Fund	\$31,020
To:	60516025-252000 Improvements Other Than Building (Asphalt / Concrete Replacement 9WT14 (\$7,450); Raw Water Well Flow Testing 9WT01 (\$3,570))	\$11,020
To:	60516025-253200 Capital Equipment (Automated Meter Reading - Equipment 9WT17)	\$20,000
From:	Unappropriated Sewer Replacement and Improvement Fund	\$7,200
To:	62316025-252000 Improvements Other Than Buildings (Wastewater Plant Concrete/Masonry 9WW07)	\$7,200

Section 2. This Ordinance shall take effect at the earliest period allowed by law.

Passed	_____	_____
		Mayor's Approval
Posted	_____	
First Reading	_____	Rules Suspended _____
Second Reading	_____	
Third Reading	_____	

ATTEST:

Clerk of Council

Attachment: Non Contractual 9-23-Ord (1360 : Non-Contractual Appropriations)

This is to certify that this Ordinance has been duly published by posting and summary publication as provided by Charter.

Clerk of Council

Active Clients\City of Fairfield\Ordinances\2019\Non Contractual 9-23-Ord

Attachment: Non Contractual 9-23-Ord (1360 : Non-Contractual Appropriations)